

PPM – PAULSBORO TERMINAL TARIFF – March 2, 2017

Paulsboro Port Management LLC

**TERMINAL TARIFF
Effective: March 2, 2017**

Paulsboro Port Management LLC
Paulsboro Marine Terminal
303 Mantua Avenue
Paulsboro, New Jersey 08066

This Paulsboro Port Management LLC (TERMINAL OPERATOR) tariff electronically filed in accordance with the Federal Maritime Commission is implemented effective March 2, 2017, containing rules, regulations and changes of the corporation. For application of individual charges, consult the rules contained herein.

NOTE: Effective: March 2, 2017

TERMINAL shall be defined as the physical premises of the Paulsboro Marine Terminal located at 303 Mantua Avenue, Paulsboro, NJ 08066.

Use of the TERMINAL shall constitute a consent to the terms and conditions of this Tariff and evidences an Agreement on the part of all vessels, their owners, charterers and agents or other users to pay all applicable charges and abide by the rules and regulations of the TERMINAL OPERATOR and abide by the rules and regulations of this Tariff.

100 - GENERAL RULES

The rules, regulations, conditions, commodity rates and/or charges set forth in this tariff apply to or from the following terminal(s):

Name	Address
Paulsboro Port Management LLC	Paulsboro Marine Terminal 303 Mantua Avenue Paulsboro, New Jersey 08066

Note: This tariff does not cover Military Cargo at the above Terminal.

ITEM 101 - Limitations of Liability

No provision of this Tariff shall limit or relieve TERMINAL OPERATOR from liability for its own negligence; nor shall any provision obligate any person or vessel to indemnify or hold harmless the TERMINAL OPERATOR from liability for its own negligence.

Except where provided under Item 101, the TERMINAL OPERATOR for the services performed under this tariff assumes no liability for loss or damage to freight or cargo handled or transshipped through the TERMINAL including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, or other causes.

The TERMINAL OPERATOR shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording facilities or any other activities or goods which a TERMINAL OPERATOR provides in servicing the customer's needs provided for herein. In no case shall the TERMINAL OPERATOR be liable for a sum in excess of \$500 per package or non-packaged objects traveling as freight units unless the carrier shipper, consignee (or), or their representatives, prior to commencement of such services or use of such facilities, declares a higher value and pays to the TERMINAL OPERATOR, in addition to the other charges for such services as herein set forth, a premium computed at one percent (1%) of the declared value of each package or not-packaged freight object or customary freight unit and in such event the TERMINAL OPERATOR shall be liable for the full declared value of each such package or non-packaged object for damage resulting solely from its failure to exercise due and proper care in performing the services or affording the facilities provided for herein. The word "package" shall include any van, container, other form of cargo unitization, or other freight unit. Any claim against the TERMINAL OPERATOR must be filed with the TERMINAL OPERATOR and any suit against the TERMINAL OPERATOR must be filed with the TERMINAL OPERATOR, and must be instituted within one year from the date of receipt or delivery of the said cargo by the TERMINAL OPERATOR. The remedies provided herein are exclusive and in lieu of all other remedies. Warranties or representations expressed or implied are not valid unless written and attached to the agreement. Any increased declarations of value must be in writing in accordance with the Uniform Commercial Code.

Open Piers – Acceptance for use of an open pier by a stevedore, vessel charterer or owner, or receiver of goods, is a recognition of an implied fact that cargo landed on such dock is at the risk and expense of the cargo owner.

Since no attempt is made by the TERMINAL OPERATOR to supply any protection from the elements, the TERMINAL OPERATOR accepts no liability or responsibility for any loss or damage that may occur to the cargo remaining on the dock at any time when caused by the elements. Except when caused by its own negligence, the TERMINAL OPERATOR accepts no liability or responsibility for any losses, damages, injuries or delays caused by equipment, cranes and/or operators of same leased by the TERMINAL.

Except where provided under Item 101, the TERMINAL OPERATOR, for the services performed under this tariff assumes no liability for loss or damage to freight or cargo handled or transhipped through the TERMINAL including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, or other causes.

ITEM 102 – Terminal Not Public Thoroughfare

The TERMINAL property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk and are subject to search upon entering and leaving the TERMINAL. The TERMINAL reserves the right to refuse admittance to the TERMINAL and to require the removal from the premises of any person equipment or vehicle for any reason whatsoever. All users of the TERMINAL and visitors to the TERMINAL agree to be bound by the terms of the Facility Security Plan that the TERMINAL has on file with the United States Coast Guard.

ITEM 103 – Shipper’s Requests and Complaints

Shipper’s requests and complaints shall be promptly and fairly considered by Paulsboro Port Management LLC provided that they are submitted in writing to the Manager of Paulsboro Port Management LLC at 303 Mantua Avenue, Paulsboro, New Jersey 08066.

ITEM 104 –Deleted

ITEM 105 – Cargo Without Dock Receipt

Cargo which arrives at the TERMINAL without a dock receipt shall not be accepted, it shall be the responsibility of the Carrier, or other agent for the cargo to present a dock receipt to the TERMINAL OPERATOR before any service is performed.

ITEM 106 – Hazardous Cargoes

In order to comply with the U.S. Department of Transportation regulations governing hazardous materials, hazardous material shipments must be fully and accurately described and be in full compliance with applicable national governmental [Title 49, Code of Federal Regulations] and/or international [IMDG Code] regulations before acceptance by the terminal operator.

ITEM 107 – Services Not Otherwise Provided For

Nothing contained herein shall be construed as requiring a TERMINAL OPERATOR to perform without charge any services not specifically provided for herein. The charge for any such service shall be mutually agreed upon.

ITEM 108 – Consent To The Terms Of The Tariff

Use of the piers, wharves, bulkheads, docks and other facilities under the jurisdiction of the TERMINAL OPERATOR shall constitute a consent to the terms and conditions of this tariff and evidence an agreement on the part of all vessels, their owners and agents, Foreign Freight Forwarders and Customhouse Brokers, Agents, and all other users of these facilities, to pay all applicable charges and be governed by all rules and regulations published herein.

200 – DOCKAGE

ITEM 201 - Definition and Assessment

The term “dockage” shall be held to mean the privilege of berthing or making fast to the wharf and shall be charged against the vessel, its owners, or operators in accordance with the rates and charges hereinafter specified. This shall include any vessel tied up offshore alongside a vessel moored at the berth except those vessels conducting fueling operations.

Dockage will be assessed against the vessel, its owners or operators on the basis of the highest net registered tonnage of the vessel for the period the vessel remains at the berth. The period of time for which dockage shall be assessed against a vessel shall commence when such vessel is made fast to the wharf, bulkhead or to another vessel so berthed, and shall continue until such vessel has completely vacated such berth.

ITEM 202 - Rates

A. Self-propelled Vessels:

(1) Working Status: Working Status shall apply to all vessels during the period that any cargo operations are being performed including loading, discharging, shoring lashing, fitting, cleaning or where labor has been hired for such work. **\$.39 per net registered ton per 24 hour period or fraction thereof, with a minimum charge of \$830.00 shall be assessed against all vessels berthed at a pier, while on working status.**

(2) **Idle Status:** Idle Status shall apply to all vessels which berth at a pier for the purpose of any cargo operations, as set forth in (1) above. Idle status shall cover the period of time prior to the commencement of cargo operations, as set forth in (1) above and the period of time subsequent thereto. **\$.32 per net registered ton per 24 hour period, or fraction thereof, with a minimum charge of \$760.00** shall be assessed against all vessels on idle status with the exception that any vessel which arrives at a pier or remains at a pier in excess of 8 hours prior to the commencement of cargo operations or subsequent to the completion of cargo operations shall be assessed the lay-up berth rate referred to in (3) below for all time prior to or subsequent to the said 8 hour period.

(3) **Lay-Up Status:** Lay-Up Status shall apply to all vessels, which berth at a pier for any purpose not covered by (1) or (2) above. **\$925.00 per 24 hour period, or fraction thereof, shall be assessed against all vessels under 600' L.O.A. on lay-up status. For all vessels exceeding 600' L.O.A., the rate shall be \$1200.00 per 24 hour period,** or fraction thereof. All vessels on lay-up status must comply with all appropriate rules and regulations of federal, state and local agencies having jurisdiction over such vessels.

(4) For the purpose of the rates set forth in (1), (2), and (3) above, Lloyd's Register of Shipping measurements shall be used in determining net registered tons. Dockage shall be assessed against the vessel, its owners or operators on the basis of the highest net registered tonnage of the vessel.

(5) **Availability of Berths:** All vessels, which are not being worked, shall be required to vacate their berths upon notice from the TERMINAL OPERATOR. Any vessel that is not moved promptly upon notice to so move, may be shifted by the TERMINAL OPERATOR and any expense involved, damage to vessels or to the pier during such removal shall be charged to the vessel.

B. Non-self propelled Vessels:

(1) **A charge of \$3.00 per foot of length with a minimum charge of \$750.00 per 24 hour period** or fraction thereof, shall be assessed against seagoing and/or interport barges berthing or making fast to the wharf, pier or dock for the purpose of loading and/or discharging cargo directly to or from the pier.

300 – WHARFAGE

ITEM 301 – Definition

Wharfage is a charge against a self-propelled vessel or a non-propelled vessel for the privilege of receiving cargo for a vessel or for loading or discharging cargo to or from the vessel or embarking or disembarking passengers while docked at a wharf or a pier.

Note: The Wharfage charges listed below will be assessed against the vessel when cargo which is intended for discharge at the TERMINAL covered by this tariff is discharged at another port and transported by truck or rail to a terminal covered by this tariff, or when cargo is received at a terminal covered by this tariff for loading on a vessel and due to the cancellation of the vessel's call the cargo is transported by truck or rail to another port or terminal.

ITEM 302 – Rates

A. (1) Cargo measuring up to and including 80 cubic feet per metric ton.
\$3.20 per metric ton

(2) Cargo measuring in excess of 80 cubic feet per metric ton.
\$2.50 per measurement ton of 40 cubic ft.

B. Exceptions

(1) Passenger type automobiles
\$30.00 per automobile

(2) Trucks, tractors and other wheeled vehicles.
\$75.00 per vehicle

(3) Containers (loaded or empty) weight of containers and contents.
\$5.25 per metric ton

Note: The TERMINAL OPERATOR reserves the right to measure all cargo.

ITEM 303 – Regulation for Accommodation of Vessels

The Master or Captain of a vessel lying alongside any wharf or pier, loading or discharging cargo and encroaching further on the waterway by working cargo and/or bunkers to or from floating equipment from the off-shore side, must move such floating equipment upon 2 hours notice, at the expense of the vessel loading or discharging cargo and/or bunkers, in order to make way for and permit other vessels that want to load or unload to come next to the wharf or pier. The same regulation shall be applicable when a vessel is desirous of leaving a wharf or pier. Notice shall be considered proper when given to the TERMINAL OPERATOR of the wharf or pier involved, who shall forthwith notify the Master, Captain, Agent or proper representative of the vessel to be moved.

ITEM 401 – Definition

Free Time period allowed for the removal of cargo from a pier before wharf demurrage charges apply. As used herein, Free Time refers only to the removal of import cargo, discharged from a vessel to a pier.

ITEM 402 – Free Time Period

Ten days free time exclusive of Saturdays, Sundays and the holidays listed below, and any other national holidays as may be proclaimed by executive authority, will be allowed for the removal of inbound cargo, except as listed below, and with the exception of property of such a special nature as to require earlier removal because of local ordinances or other governmental regulations, or because piers are not equipped to care for such property for such period. Free Time as indicated below will be allowed on the following cargo:

A. Two days for Containerized Refrigerated Cargo.

List of Holidays

- (1) New Year's Day**
- (2) Martin Luther King, Jr.'s Birthday
- (3) President's Day
- (4) Washington's Birthday
- (5) Easter Monday
- (6) Memorial Day**
- (7) Independence Day**
- (8) Labor Day**
- (9) Thanksgiving Day**
- (10) Day After Thanksgiving
- (12) Christmas Eve**
- (13) Christmas Day**

** Please note that no work will be performed on these holidays.

NOTE: Cargo on which Free Time is not allowed. No Free Time shall be allowed on the following:

- (a) Animals and Birds
- (b) Bullion and Treasure
- (c) Dangerous and Hazardous Cargo

ITEM 403 - Commencement of Free Time

Free Time will commence at 12:01 A.M. of the first day following the completion of a vessel's discharge; however, if the first day is a Saturday, Sunday, or holiday, the free time will commence at 12:01 A.M. of the first business day thereafter.

ITEM 404 - Expiration of Free Time

Free Time will expire at 5:00 P.M. of the final day (NOT including Saturdays, Sundays and holidays, but including the day of commencement), after the commencement thereof as set forth in Item 403 above.

ITEM 405 - Inability of TERMINAL OPERATOR to Make Cargo Available During Free Time

In the event the consignee or owner of the cargo should make application for delivery of the cargo or portion thereof during the free time period and the TERMINAL OPERATOR should be unable to make it available to the consignee or owner of such cargo or portion thereof, the free time shall be extended for a period equal to the duration of the TERMINAL OPERATOR'S inability to make the cargo available. The TERMINAL OPERATOR assumes no responsibility for furnishing chassis or bogies for delivery of containers.

ITEM 406 – Terminal Operator's Right to Store Cargo

Cargo not removed from piers within the free time period may at any time thereafter, at the option of the TERMINAL OPERATOR, be placed in storage at the risk and expense of the goods subject to any charges which may have accrued prior to removal and further subject to any expenses which may accrue as a result of said removal. All wharf demurrage charges which have accrued prior to the removal of the goods from storage shall be assessed and collected.

500 – FREE TIME ON EXPORT CARGO

ITEM 501 - Definition

Free Time is the period allowed for the removal of cargo from the TERMINAL facility before wharf demurrage charges apply. As used herein, Free Time refers only to the removal of cargo for export to foreign or domestic ports, which is loaded from the TERMINAL facility to a vessel.

ITEM 502 - Free Time Period

Free Time on export cargo shall be 10 days (exclusive of Saturdays, Sundays and legal holidays) except as listed in sub-paragraph A. below:

(See Item 402 for List of Holidays)

A. Upon the request of the U.S. Government to the Participating TERMINAL OPERATOR, free time not to exceed 15 days (exclusive of Saturdays, Sundays, and legal holidays) may be granted. This exception shall apply only to commodities shipped for the account of the U.S. Government.

ITEM 503 - Commencement of Free Time

Free Time on export cargo shall commence at 12:01 A.M. on the day after the said cargo is received at the TERMINAL facility and terminate at 11:59 P.M. on the final day of free time. Consolidation time on export cargo shall commence at 12:01 A.M. on the day following the last day of free time and terminate at 11:59 P.M. on the final day of consolidation time.

ITEM 504 - Expiration of Free Time

At the expiration of the Free Time period, demurrage charges as set forth in item 702 of this tariff shall be assessed.

Free Time accorded under the provisions of this item will be subject to the availability of suitable open ground storage space and the permission of the TERMINAL OPERATOR for use of such space in advance of the arrival of the cargo.

If the vessel has not arrived at the wharf or pier before the expiration of such Free Time, storage charges, agreed upon between the shipper and the TERMINAL OPERATOR at the time permission to store is granted, shall be levied, beginning on the first 12:01 A.M. after expiration of Free Time for assembling cargo, but shall cease when the vessel reports ready to receive cargo.

600 – WHARF DEMURRAGE ON IMPORT CARGO

ITEM 601 - Definition

Wharf Demurrage is a charge against the cargo if the cargo remains on the pier after the expiration of free time. As used herein, Wharf Demurrage applies to Import Cargo. Saturdays, Sundays and holidays shall be included in computing demurrage. (See, Item 402 for list of holidays.)

The transfer of ownership of import cargo after said cargo has been landed at the terminal facility shall not entitle such cargo to additional free time.

ITEM 602 – Rates

Wharf Demurrage Rates for Import Cargo will be quoted upon request

ITEM 603 - Assessment of Wharf Demurrage Charges During Terminal Tie-ups

In the event that a consignee or owner of cargo should be prevented from removing their cargo, or any portion thereof, from the pier by reason of the pier facility or facilities being immobilized, in all or part, by weather conditions, strikes or work stoppages of longshoremen, or personnel employed by the TERMINAL OPERATOR or water carrier, cargo affected thereby shall be granted additional free time on a day for day basis for the amount of time the TERMINAL is tied up.

Wharf Demurrage charges for the total number of days the cargo remains on the pier prior to the commencement of the tie-up and after the expiration of the tie-up shall be assessed according to the scale of rates provided with the same force and effect as if said days had been consecutive and as if there had been no tie-up.

ITEM 604 - Responsibility for Payment of Demurrage and Other Charges

A. Except as otherwise provided above, demurrage and other charges specified herein, shall be for the account of the cargo.

B. Demurrage and other charges shall be due and payable as they accrue.

C. The TERMINAL OPERATOR has the right to require payment in full of any and all such charges before such cargo leaves the TERMINAL facility.

D. Cargo will not be released until full payment is received or the responsible party guarantees payment of all demurrage charges.

700 – WHARF DEMURRAGE ON EXPORT CARGO

ITEM 701 - Definition

Wharf Demurrage is a charge assessed against the cargo or the vessel, as set forth herein, if export cargo remains on the pier after the expiration of free time or consolidation time.

ITEM 702 – Rates

Wharf Demurrage Rates for Export Cargo will be quoted upon request

Saturdays, Sundays and holidays shall be included in computing demurrage. (See, Item 402 for list of Holidays.)

No Demurrage shall be assessed after the vessel has commenced to load.

Note: The TERMINAL OPERATOR reserves the right to measure all cargo.

All Wharf Demurrage charges which have accrued after the expiration of free time shall be assessed and collected.

ITEM 703 - Assessment of Charges

Except as otherwise provided below, demurrage charges shall be for the account of the cargo:

A. When the vessel for any reason fails to meet the announced date of sailing, any demurrage accruing after such date shall be assessed in successive periods for the account of the vessel until the vessel commences to load.

B. In the case of the vessel cancellation, cargo on free time, or, if a vessel has been designated, cargo on consolidation time, on the announced date of sailing shall be subject to first-period demurrage assessed against the vessel commencing on the day when the cargo was received at the TERMINAL facility and terminating on the said announced date of sailing unless the export shipper on or before the date has another vessel designated for loading, removes the cargo from the TERMINAL, or elects storage if same is provided.

ITEM 704 - Assessment of Wharf Demurrage Charges During Terminal Tie-ups

When the loading of cargo into a vessel is prevented by reason of the pier facility or facilities being immobilized, in all or part, by weather conditions, strikes, or work stoppages of longshoremen or personnel employed by the TERMINAL OPERATOR or water carrier, cargo affected thereby shall be granted additional free time on a day for day basis for the amount of time the TERMINAL is tied up.

ITEM 705 - Identification of Vessel

At the time export cargo is received by the pier facility a dock receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and, except for cargo designated on dock receipts or other appropriate shipping documents as “hold-on dock for consolidation,” shall identify the vessel on which the goods are to move. The identification of the vessel is made for the purpose of determining the application of the foregoing paragraphs.

ITEM 706 - Transfer of Ownership of Cargo for Export

The transfer of ownership of cargo for export after said cargo has been received at the TERMINAL facility shall not entitle such cargo to additional free time.

ITEM 707 - Removal of Export Cargo from Terminal Facility prior to Loading Into Vessel

A. Subject to the provisions of ITEM 301, if export cargo is not loaded into a vessel and is, at any time, removed from the TERMINAL facility, the said cargo shall be subject to demurrage rules and charges set forth above. Said charges shall be assessed from the day the cargo was received at the TERMINAL facility to the date of its removal therefrom.

B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by the TERMINAL OPERATOR as a consequence thereof.

C. Exceptions to the foregoing provisions shall be reported, to the Federal Maritime Commission.

ITEM 708 - Responsibility for Payment of Demurrage and Other Charges

A. Except as otherwise provided above, demurrage and other charges specified herein, shall be for the account of the cargo.

B. Demurrage and other charges shall be due and payable as they accrue.

C. The TERMINAL OPERATOR has the right to require payment in full of any and all such charges before such cargo leaves the TERMINAL facility.

D. Cargo will not be released until full payment is received or the responsible party guarantees payment of all demurrage charges.

800 – RAILROAD CAR LOADING AND UNLOADING

ITEM 801 - Definition

A. Railroad Car loading consists of removing cargo from the TERMINAL facility and placing it in the railroad car. The charge for railroad car loading shall be assessed against the rail carrier or the party ordering the service performed where the Railroad is not responsible for the carloading charge.

B. Railroad Car Unloading consists of removing cargo from a railroad car and placing it on the TERMINAL facility. The charge for railroad car unloading shall be assessed against the rail carrier or the party ordering the service performed where the Railroad is not responsible for the car unloading charge.

ITEM 802 - Rates

The rates for the loading / unloading of any commodity to/from railcars will be quoted upon request.

ITEM 803 - Accessorial Services

A. Conditioning box cars for outbound loading of general cargo freight:

- (1) Cleaning cars to put them in proper condition for outbound loading.
- (2) Supplying all labor and material for (a) paper lining car doors, or (b) papering floor of car, or (c) battening car doors.
- (3) Supplying side door protection for general cargo, including labor and materials.

B. Cleaning open top cars and all coopering, bracing, blocking and chocking, except as specifically enumerated above.

Rates for the above items will be quoted upon request.

ITEM 804 - Overtime and Holiday Work

Rates quoted for loading and unloading, handling and other labor are based on current labor costs for straight time, i.e., 8:00 A.M. TO 12:00 Noon, and 1:00 P.M. to 5:00 P.M. Monday to Friday inclusive. When such services are required during overtime periods and on Saturdays, Sundays, and holidays contained in the labor agreements for the terminal, prior arrangements must be made and the difference in labor costs between straight time and overtime will be charged to those responsible for authorizing such overtime. The overtime differential will be charged for the entire guaranteed period under current labor agreements. In addition, any idle time will be charged for at regular straight time rates.

NOTE: The holidays referred to above are as per Item 402 herein.

ITEM 805 - Railroad Car Demurrage

PAULSBORO PORT MANAGEMENT LLC IS NOT RESPONSIBLE FOR ANY DEMURRAGE CHARGES AS ASSESSED TO RAIL CARS. THESE CHARGES ARE FOR THE ACCOUNT OF THE SHIPPER, CONSIGNOR, RECEIVER OR CONSIGNEE THAT HAS CONTRACTED WITH THE RAILROAD FOR THE MOVEMENT OF THE FREIGHT.

ITEM 806 - Payments When Credit is Granted

All charges for any services rendered by the TERMINAL OPERATOR for which credit is granted shall be due and payable within 7 (seven) days from the date of billing.

ITEM 807- Railroad car loading / unloading requirements

The TERMINAL OPERATOR must be notified a minimum of 2 business days prior to the pending arrival of rail car shipment on our terminal. Rail cars may not be accepted if the TERMINAL is unaware or if advance arrangements have not been made.

A dock receipt, noting the billable party for TERMINAL charges (as well as all data as outlined in section 105), and rail car number(s) must be faxed to our Shipping/receiving office (856-742-3172) prior to the rail car's arrival.

Any special handling/lifting instructions and other pertinent information regarding the rail shipment must also be included with the dock receipt. Any and all HazMat documentation (as outlined in section 106) must be included.

Any and all charges related to the railroads requirements for returning CLEAN cars to their system are for the account of the cargo. These charges include, but are not limited to, cleaning, burning of lashing gear, repairing and movement of rail cars.. Such charges will be invoiced on a time, equipment and material basis.

Each rail car is allowed free time for unloading as per the individual railroads tariff.. Once free time expires, the demurrage charges begin to accrue on the rail car(s).

All IMPORT cargo that is loaded onto rail cars must be lashed and secured to the requirements and specifications of the railroad. An inspector must physically inspect all cars before they are allowed to move from the TERMINAL. All lashing, welding, and securing charges are the account of the cargo and will be invoiced on a time, equipment and material basis as outlined in this Tariff.

All car orders should be placed, at least, two (2) business days in advance. The TERMINAL OPERATOR requires your contract number and routing (this information should be faxed to the Shipping/receiving office at 856-742-3016). Please note that special cars (double doors, heavy-duty flats, etc.) may take longer to secure. The TERMINAL OPERATOR makes no warranty as to the availability of rail cars.

If requested or required, the TERMINAL OPERATOR may be able to load rail cars on Saturday, Sunday or holidays, Overtime charges will apply and there is a four-hour minimum.

Unlashing costs are NOT part of the rail rate and will be invoiced on a time and material basis.

900 – TRUCK LOADING AND UNLOADING

ITEM 901 - Abbreviations

OFBT – Open flat bed truck.

ITEM 902 - Application of Rates

Rates contained herein are applicable to the service of loading and unloading freight carried by or consigned for carriage by common carriers by water in foreign, domestic and/or interstate commerce and in commerce to and from territories and possessions of the United States onto or from trucks at any pier or waterfront terminal listed herein.

ITEM 903 - Definitions

A. Truck Loading: Truck loading shall mean the service of moving cargo from a place of rest on the pier which is readily accessible to the truck, elevating the cargo onto the truck and stowing of the cargo in the truck, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee's pallets.

The loading and stowing of cargo in the truck shall be under the supervision of the driver of the truck.

B. Truck Unloading: Truck unloading shall mean the service of removing cargo from the body of the truck to a place of rest designated by the TERMINAL OPERATOR, and shall include sorting by port of discharge.

The unloading of cargo from the truck shall be under the supervision of the driver of the truck and in accordance with the Terminal Operator's established and posted rules and procedures.

C. Partial Loading or Unloading (Tailgate): Partial loading or unloading, commonly called "tailgate loading or unloading," shall be defined as that loading or unloading which enables the pier operator, through the use of a forklift truck and operator only to place, or remove, cargo onto or from the tailgate of the truck. Tailgate loading shall also be defined as such when, through the use of the pier operator's platform or by removal of stakes or standards of flat bed equipment, the forklift operator is able to place the cargo either at a point of rest on the truck or in a position for further handling by personnel of the motor carrier.

All other loading and/or unloading that requires more equipment and/or personnel than one forklift truck and operator per package or pallet shall be considered full loading or unloading. The choice of partial or full loading and/or unloading shall be left to the discretion of the motor carrier, shipper or consignee provided the service requested comes within the provisions of this definition. (These provisions shall not be construed as compelling the Terminal Operator to provide pallets.)

@ Note: For full truck loading and unloading services the TERMINAL OPERATOR must be notified by 3:00 P.M. the day before a full work order is requested; otherwise, the necessary labor may not be available for these services.

@ Note: A cancellation charge of \$100.00 per truck for all trucks that make an appointment and do not show up for that appointment will be assessed.

@ Note: Individual truckers are responsible for ensuring that their load doesn't exceed the legal limit(s). Once a truck is completed any re-handling of cargo for the purposes of lightening or adjusting the load will be charged a flat rate of \$150.00 per truck.

D. Loading and Unloading of Pre-palletized Cargo: Pre-palletized cargo is a consolidation of units of general cargo secured to a pallet to the satisfaction of the TERMINAL OPERATOR. A pallet is a two level platform, constructed of wood, metal or other material, of sufficient strength to accommodate the cargo for which it is used, with at least 4 inch bearers between the two levels, and open on at least two sides. The cargo must be loaded in such a manner as to cover the loading surface of the pallet, leveled at the top and squared on all four sides so that the unit forms a smooth block. The pallet must be an integral part of the cargo and must remain with the cargo when it is moved either as an export or an import shipment. Any palletization performed on the pier does not qualify for the pre-palletized rate. In order to qualify for the pre-palletized rate the minimum weight or measurement of the pallet, and cargo shall be either 1,500 pounds or 64 cubic feet, and the maximum weight shall be 20,000 pounds.

Note: Bales or bundles, skidded machinery, iron, steel and other unfinished metals and glassware are not included in this definition. Cargo in excess of 20,000 pounds shall be billed at the heavy lift charges.

E. Usage: Usage shall mean the use of the pier, dock, wharf or other TERMINAL property by the trucker, shipper, or consignee, their agents, servants and/or employees.

Note: Applicable only to direct transfer cargo including cargo moving directly to/from lighters alongside vessels.

ITEM 904 - Collection for Services Rendered

A. Unless the shipper or consignee shall have made definite arrangements with the Terminal Operator for the payment of loading or unloading charges; the trucker shall assume full responsibility for the payment of the charges for such services.

B. Unless the shipper and/or consignee and/or trucker shall have made definite arrangements for credit; all charges shall be paid in cash by the driver who shall be given a receipt therefor.

C. All charges for any services rendered by the TERMINAL OPERATOR for which credit is granted shall be due and payable within seven days from the date of billing.

ITEM 905 - Minimum Charge

The minimum charge for above services shall be **\$325.00 per truck.**

ITEM 906 - Overtime Charges

Rates named for loading and unloading, handling and other labor are based on current labor costs for straight time, i.e., 7:00 A.M. to 4:00 P.M., Monday to Friday inclusive. When such services are required during overtime periods and on Saturdays, Sundays, and holidays contained in the labor agreements for the TERMINAL, prior arrangements must be made and the difference in labor costs between straight time and overtime will be charged to those responsible for authorizing such overtime. The overtime differential will be charged for the entire guaranteed period under current labor agreements. In addition, any idle time will be charged for at regular straight time rates.

Any truck in line to receive or discharge cargo at 3:30 P.M. and which has been checked in with the receiving clerk or delivery clerk, as the case may be, and where the truck and the cargo are ready to be loaded or unloaded, which includes proper documentation shall be worked until loading or discharging is completed. Where such cargo is ready for loading or unloading prior to 3:30 P.M. and the trucker and/or receiver has been so notified, they must make every effort to have the trucks available for loading and unloading as scheduled. With respect to any cargo subject to government inspection trucks will not remain on the pier after loading to await return of packages from inspection station.

NOTE: The 3:30 P.M. provision referred to above does not apply to trucks working under the usage charge and such trucks must complete their loading or discharging by 5:00 P.M. otherwise, they shall be required to reimburse the TERMINAL OPERATOR for all expenses incurred beyond that time in accordance with the existing collective bargaining agreements.

ITEM 908 - Rates

A. Rates for non-palletized cargo N.O.S. measuring up to and including 300 cubic feet per metric ton will be supplied upon request.

(1) Direct Discharge/ Usage Charge
Regular Rate \$17.50 per metric ton.

(2) Crane Hire When Required - Subject to availability - rates on request.

B. The following truck loading rates shall apply to the cargo below.

Subject to completion of the necessary arrangements with the TERMINAL OPERATOR involved, and based on information provided by and with the express permission of the Carrier prior to the arrival of the vessel, and provided the trucks carrying the cargo listed below are at the pier at the time that the particular cargo is loaded or discharged to or from the ship, the following cargo may, at the sole discretion of the TERMINAL OPERATOR, be handled as Direct Transfer Cargo, as set forth herein:

A. Heavy lift of 100 metric tons or more

Rate: Usage Charge

B. Packages or pieces of machinery or other cargo exceeding 600 cubic feet per package or piece.

Rate: Usage Charge

Any detentions or standby of vessel operations while handling cargo which requires direct delivery will be for the account of the cargo.

ITEM 913 - Delivery Orders

Delivery Orders must be sent to the Shipping & Receiving Dept. prior to the arrival of the truck driver and drivers must have a copy of the Delivery Order upon their arrival at the Terminal. Where there are multiple deliveries to be made against an original delivery order, subsequent drivers must possess either a duplicate of the original delivery order bearing an original signature which is the same as the original delivery order, or a copy of the original delivery order with a covering letter on the trucking firm or broker's stationery bearing an original signature of a company official.

1000 - MISCELLANEOUS SERVICES

ITEM 1001 - Opening and Closing Packages

A. Opening and Closing Containers for inspection by Customs or any other governmental agencies. \$140.00 per container

B. Assisting any government agency in Wharf inspection of Cargo including x-ray and/or radiation scanning of containers. \$140.00 per package

(i) 2% partial strip [pulling of limited samples] \$275.00 per container

**(ii) Full strip – palletized cargo, per container
\$365.00 per 20’
\$450.00 per 40 ‘**

(iii)

non-palletized [floor loaded]

Rates upon request.

Extra Labor Charges	Straight Time	Overtime
Labor	\$ 87.50 Per Hour	\$ 125.00 Per Hour
Mechanic	\$ 98.50 Per Hour	\$ 130.00 Per Hour
Clerk	\$ 65.00 Per Hour	\$ 95.00 Per Hour

There is a four hour minimum for all labor hires.

Lashing or other Materials will be provided on the basis of cost plus 15%

Security Services are can be provided. Rates will be provided on request.

ITEM 1002 - Servicing of Passenger Type Automobiles \$95.00 per auto

ITEM 1003 - Servicing of Trucks, Tractors and other wheeled vehicles \$115.00 per vehicle

NOTE: The above charges shall be assessed against the vessel.

ITEM 1004 - Assistance to the Meat Inspection Department

A. Assistance to the Meat Inspection Department of the Department of Agriculture by handling cases preparing for sampling or stamping.

(1) Frozen Meat	\$16.75 per pallet
(2) Canned Meat	\$16.75 per pallet
(3) Canned meat that is pre-palletized in such fashion as not to require breaking down the unit for sampling or stamping.	\$8.50 per pallet

ITEM 1005 - Fresh Water

A. Fresh water supplied to vessels during regular work hours	\$4.50 per ton
Charge per connection	\$600.00

Note 1: When water is furnished on Saturdays, Sundays or holidays there will be a minimum labor charge of 4 hours at \$140.00 per hour, in addition to regular charges as listed above.

ITEM 1006 – Handling Yachts or Sailboats

A. Handling yachts or sailboats from the pier to the water or from the pier to a truck.	\$210.00 per meter LOA
B. Disposition of yacht cradles.	\$650.00 per cradle

NOTE: Owners of yachts, or their designated representatives, must be present whenever their yachts are being handled and are responsible for the watertight integrity of their vessels when handling to or from the water. Lifting points and center of gravity must be clearly indicated on the vessel.

ITEM 1007 - Terminal Equipment Rental

Forklifts up to 10,000# Capacity	\$ 110.00 per Hour
Forklifts from 10,001# to 30,000 # Capacity	\$ 150.00 per Hour
Forklifts from 30,001# to 60,000 # Capacity	\$ 175.00 per Hour
Toploader	\$ 195.00 per Hour
Jockey Trucks	\$ 150.00 per Hour

Note: Forklift, Toploader and Jockey Truck rentals have a four hour minimum and include the operator.

Crane Rental

LIEBHERR Harbor Crane – Up to 50 Mtons \$ 900.00 per Hour

LIEBHERR harbor Crane – From 50 – 100 Mtons \$ 1,650.00 per Hour

Note: All crane rentals have a two hour minimum

ITEM 1008 Line Handling – per vessel move \$750.00

NOTE: Additional charges of \$100.00 per hour for standby for non-arrival or non-sailing of vessel when line handlers are called out for a specific time and not given prior notice of the delay.

ITEM 1009 Container Mount or Ground \$80.00 per each move

ITEM 1010 Container Inspection \$80.00 per gate move / EIR

ITEM 1011 Vehicle Receiving & Inspection

Autos and light trucks up to 10,000 lbs.	\$110.00 per unit
Trucks over 10,000 lbs.	\$225.00 per unit
Trailers and other towed equipment under 20 ft.	\$350.00 per unit
Trailers and other towed equipment over 20 ft.	\$650.00 per unit
Self propelled tracked or wheeled equipment	
If unloaded by Terminal	\$650.00 per unit
If unloaded by delivering driver	\$475.00 per unit

1100 – SHIPMENTS OF STEEL

ITEM 1101 - Import and Export Shipments Loaded or Unloaded to or from the Pier and to or from Flatbed Trucks. Non-ferrous metals will be quoted upon request.

A. On lots up to 2500 metric tons to one receiver or ultimate consignee where there is no sorting and no splitting of bills of lading.

(1) Steel, tinplate sheets in coils	\$ 8.35 per M/ton
2) Steel, tinplate sheets in coils, skidded	\$11.25 per M/ton
3) Loose or bundled Pipe, tubing under 40 feet length,	
Under 1 ton units	\$21.50 per M/ton
Over 1 ton units	\$16.50 per M/ton
4) Loose or Bundled Pipe, tubing over 40 feet	Rates on Request
5) Coils of wire rod	Rates on Request
6) Plate, bundled or loose under 25 feet long	\$17.50 per M/ton
Structural Steel under 40 feet length	
Steel bars in bundles under 25 feet length	
Minimum 2 metric ton per bundle or unit	

ITEM 1102 - Import and Export Shipments Loaded or Unloaded to or from the Pier, and to or from Open-Top Railroad Cars, Including Gondola and Flat Cars

Rates quoted upon request.

The loading and unloading of railroad cars shall be limited to the capacity of the terminal operators equipment.

Removing and replacing lids from covered cars	\$225.00 per Car
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