Puerto Rico Terminals LLC

MARINE TERMINAL OPERATOR

SCHEDULE OF RATES, RULES AND PRACTICES

ISSUED BY:

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TABLE OF CONTENTS:

1. Basic Agreement
2. Definitions
3. General

ITEM 10 Application of Rates
ITEM 20 Dangerous and Hazardous Cargo
ITEM 30 Insurance
ITEM 40 Manifest of Cargo
ITEM 50 Payment of Rates and Charges
ITEM 60 Removal of Refused Materials
ITEM 70 Services
ITEM 80 Operators Lien
ITEM 90 Liberties and Performance
ITEM 100 Exceptions from Performance
ITEM 110 Customer's Description and Tender of Goods
ITEM 120 Loss or Damage to Goods (Clause Paramount)
ITEM 130 Uncontrollable Causes of Loss / Damage
ITEM 140 No Consequential Damages
ITEM 150 Loss / Damage Claims
ITEM 160 Duty to Accept Goods
ITEM 170 Refused / Abandoned Goods
ITEM 180 Assumption of Risk and Indemnity
ITEM 190 Schedule Availability
ITEM 200 Free Time Periods
ITEM 210 Rights Reserved to the Operator
ITEM 220 Operating Hours
ITEM 230 Law Venue and Legal Fees
ITEM 240 Demurrage Charges / Service Charges
ITEM 250 Storm Protection and Recovery

1. Basic Agreement

This Schedule sets forth the rates, regulations and practices, and contractual terms and conditions, which shall apply whenever a Customer request is provided with and/or receives any access to and/or use of a terminal facility and/or terminal service of Operator whatsoever, as such terms are defined below, including any providing of, access to and/or use of any personnel, labor, services, materials, supplies, tools, equipment, personal property or real property at and/or associated with a terminal facility of Operator and whether provided at such a terminal facility or elsewhere.

This Schedule is published and made available to the public pursuant to the United States Shipping Act, as amended, 46 U.S.C. § 40501(f), and 46 CFR Part 525, and shall at all times be legally enforceable as an implied contract between Customer and Operator. All references to a tariff, schedule, service directory, service guide, etc. of Operator shall be deemed to refer to this Schedule and the rates, regulations and practices, and contractual terms and conditions, set forth herein. This Schedule may be changed by Operator from time to time without notice. The current version of this Schedule is available at the terminal facility main office and on the internet at the address: www.ayacol.com

2. Definitions

1) **"Operator"** or "Terminal Operator" means Puerto Rico Terminals, LLC

2) **"Cargo"** means, except where specified otherwise by a lease or written agreement, with respect to containerized cargo, the contents of the containers and the container itself, whether loaded or empty and all types of break bulk cargo.

3) **"Bulk cargo"** means cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics.

4) **"Container"** means all standard, permanent type containers 20' and over for the movement of cargo as a unit. All other containers will be considered as general cargo and subject to terms and conditions afforded to general cargo.

5) **"Free Time"** means a specified period during which cargo may occupy space on the terminal free of demurrage and/or storage charges, immediately prior to loading or subsequent to discharge of such cargo on or off a vessel.

6) **"Legal Holiday"** means and includes the following:

a. January 1 - New Year's Day
b. January 6 - Three King's Day
c. Dr. Martin Luther King Day
d. February Presidents Day
f. March 17 - Thomas Gleason Day (St. Patrick Day)
g. Good Friday
h. March 22 – Emancipation Day
i. Memorial Day
j. July 4 - Independence Day

k. July 25 - Constitution Day
l. September Labor Day
m. Columbus Day
n. November Election Day (date defined by Government)
o. November Veterans' Day
p. November 19 - Discovery of Puerto Rico Day
q. November Thanksgiving Day
r. December 24 - Longshoreman's Day
s. December 25 - Christmas Day
t. (Or any other day authorized. When holidays fall on Sunday they are observed on Monday).

7**) "Points of rest"** means the area on the Terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with Terminal operations. The actual point at which the cargo is place. All cargo must be placed at the designated point of rest.

8) **"Terminal"** means Terminal services includes checking, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, and wharf demurrage, as defined herein, as well as any other providing of, use of and/or access to a terminal facility whatsoever, including any providing of, use of and/or access to personnel, labor, services, materials, supplies, tools, equipment, personal property and real property at and/or associated with such terminal facility, and whether provided at such terminal facility or elsewhere.

9) **"Terminal services"** includes checking, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, and wharf demurrage, as defined herein, as well as any other providing of, use of and/or access to a terminal facility whatsoever, including any providing of, use of and/or access to personnel, labor, services, materials, supplies, tools, equipment, personal property and real property at and/or associated with such terminal facility, and whether provided at such terminal facility or elsewhere.

10) **"Terminal storage"** means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.

11) **"Ton"** means 2,000 pounds unless otherwise specified.

12) **"Vessel"** means a floating craft of every description.

13) **"Hazardous goods"** or **"HAZMAT"** means any goods which have any hazardous, dangerous, explosive, flammable, poisonous, infectious, noxious, spontaneously combustible, radioactive, corrosive or oxidizing character or effect whatsoever, including without limitation any material or substance listed on the U.S. federal Hazardous Material Table (49 C.F.R. §172.101), as amended, or otherwise identified by any HazMat law as being a marine or other pollutant, an explosive, a dangerous or hazardous material, or a hazardous waste.

The term "HazMat laws" refers to any international, federal, state, provincial, local, tribal or other treaty, law, statute, regulation, rule or ordinance relative to the transportation of hazardous goods.

1. General Rules

ITEM 10: APPLICATION OF RATES

The rates, charges, rules and regulations named in this tariff for services and facilities, shall be applicable on and after the date of publication of this Schedule, or effective date of supplements, or reissues.

ITEM 20: DANGEROUS AND HAZARDOUS CARGO

1. The ocean carrier transporting dangerous or hazardous goods, or its agent must present a permit from proper authorities and receive permission from the Operator, before such cargo is received or transferred on the Terminal.
2. The following cargoes are strictly prohibited from entering our Operators facility unless prior written authorization is obtained from both the United States Coast Guard and the Operator. Any deviation from USCG regulations may result in fines and penalties in accordance with federal regulations:

    1. Division 1.1 and 1.2 explosives as defined in 49 CFR 173.50, requiring a permit under 33 CFR 126.17.
    2. Ammonium nitrate products, Division 5.1 (oxidizing materials) listed at 49 CFR 176.410, requiring a permit under 49 CFR 176.415.
    3. Division 4.3 dangerous when wet products as defined in 49 CFR 173.124, in excess of 60 metric tons.
    4. Division 2.3 and 6.1 poison inhalation hazard products as defined in 49 CFR 173.115 and 49 CFR 173.132, respectively.
    5. Class 7 highway route-controlled quantity radioactive material or fissile material (controlled shipment), as defined in 49 CFR 173.403.

ITEM 30: INSURANCE

The charges provided in this tariff do not include insurance of any character whatsoever. Operator does not provide any insurance whatsoever for the benefit of Customer, nor any insurance whatsoever covering Customer's goods, property or personnel.

ITEM 40: MANIFEST OF CARGO

The ocean carrier or its agent shall, upon demand, before departure of the vessel show the Operator the enrollment or license of the vessel showing tonnage and furnish a copy of the manifest of cargo discharged. Manifests or summaries of all cargo loaded or discharged at the Terminal shall be furnished to the Operator by the vessel’s owner or its agent within twenty-one (21) calendar days of sailing. The right is reserved to audit all manifests and use such audits as basis for charges.

ITEM 50: PAYMENT OF RATES AND CHARGES

Customer shall pay for terminal services upon the rates and charges on Operator's written quotation or other document, which quotation or other document from Operator shall be deemed accepted by Customer upon commencement of any performance by either party, including without limitation any access to and/or use of the terminal facility and/or terminal services of Operator whatsoever by or on behalf of Customer. Upon any such acceptance, Operator's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Customer for a particular terminal service, the applicable rate/charge shall be Operator's standard rate/charge therefor, which standard rate/charge shall be provided to Customer upon request.

Customer shall also be responsible for paying/reimbursing Operator for any advances made respecting the goods, expenses incurred due to any act, omission and/or failure to perform by or on behalf of Customer, and expenses incurred with respect to the goods resulting in whole or part from any unforeseen or extraordinary circumstance.

a. All charges published in this schedule shall be due and payable upon presentation of an invoice, expect as otherwise specified.

b. All minimum charges accrue to the account of the Operator.

c. Any party or business entity doing business under this schedule may apply for credit. Credit, which is extended at the sole discretion of the Operator, requires payment within 15 days of the date of invoice.

d. All payments shall be made in U.S. currency without deduction or offset; in no event may amounts due Operator hereunder be withheld to offset any claim of Customer against Operator.

e. Questions regarding the validity of any invoice from Operator must be submitted to Operator in writing within ten (10) days of presentation, failing which such invoice shall be deemed accurate, valid and accepted by Customer.

f. Failure to pay credit accounts within 15 days shall result in cancellation of credit privileges and re- establishment of cash terms.

g. Past due accounts shall be subject to a 15 percent surcharge, and all costs, expenses, collection agents, and attorneys’ fees related to collection of such accounts.

h. Agents or representatives will be held fully responsible for all charges attributable to their actions on behalf of their principles in arranging services, facilities, equipment or other chargeable items, in accord with the rates therefore published in this tariff.

ITEM 60: REMOVAL OF REFUSED MATERIALS

Rubbish, refuse or other materials must upon demand be removed from the Terminal and other areas within the confines of the Terminal by the person or persons placing it there; otherwise, it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard vessel from vessels or wharves.

ITEM 70: SERVICES

Services are provided as a Terminal in conjunction with vessel being loaded and discharged at the San Juan Terminals, use of which is subject to terms and conditions and tariff of the Puerto Rico Ports Authority. And as Terminal for storage of empty and full containers and equipment entering and leaving the gate to and from Customers like shipping companies, exporters and importers or other shipping agents not connected with any operation at San Juan Terminals.

SERVICES PROVIDED WILL BE AS FOLLOWING:

1. Controlling through interchange receipt arriving and departing equipment and conditions of same.
2. Storing of empty and full containers.
3. Storing of empty and full trailers.
4. Lifting onto and off chassis containers of any standard size full or empty.

ITEM #80: OPERATOR'S LIEN

Customer grants Operator a lien on the goods while in the possession of Operator and a lien against any vessel, container, chassis, etc. respecting such goods to provide security for the payment of amounts due to the Operator hereunder. As additional security for said amounts due Operator, Customer grants Operator a

consensual lien on all other goods, cargo and personal property of Customer subsequently in Operator's possession. Operator may assert its lien rights at any time, and in furtherance thereof may hold and/or store such goods, cargo and personal property until payment is received and/or sell such goods, cargo and personal property publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due Operator, with the balance, if any, to be remitted to Customer.

ITEM #90: LIBERTIES AND PERFORMANCE

Operator shall perform services hereunder with due diligence but does not guaranty any particular speed or starting or completion dates or times. Operator shall have liberty with respect to selection of equipment, procedures and methods utilized for its performance, except to the extent such matters have been specifically agreed otherwise. Operator reserves the right to control and perform all weighing, sampling, measuring, loading, handling and discharging of goods at the terminal facility, but shall not be obligated to receive, handle or deliver goods unless and until all proper documentation has been presented. Operator may, at its option and without notice, refuse, reject, move within and/or remove from the terminal facility any goods which it believes may present a risk to persons or property, at Operator's sole discretion and Customer's sole risk and expense.

ITEM #100: EXEPTIONS FROM PERFORMANCE

Operator shall not be responsible for any delay or failure to perform resulting from any cause which is beyond Operator's reasonable ability to control and/or which arises without the actual fault and privity of Operator, including without limitation any delay and/or failure to perform caused by any one or more of the following: act of God; weather conditions; fire; war; act of public enemies; terrorism; arrest or restraint of princes, rulers or people; seizure under legal

process; quarantine restrictions; act or omission of Customer or its agent or representative; strike, lockout, stoppage or restraint of labor from whatever cause and whether partial or general; riot or other civil commotion; insufficiency or inadequacy of markings applicable to the goods; and/or terminal congestion.

ITEM #110: CUSTOMER'S DESCRIPTION AND TENDER OF GOODS

Customer shall be solely responsible for providing Operator with, and hereby warrants the completeness and accuracy of, all information, descriptions, particulars and instructions relating to the goods, including as to their nature, characteristics, markings, number, count, weight, dimensions, volume and quantity, as well as any special instructions or conditions applicable to the goods, their handling and/or transportation, upon all of which Operator shall be entitled to rely. Customer shall be responsible for and agrees to indemnify and hold Operator harmless (including legal fees and costs) from and against, any loss, damage, expense, claim, liability, suit, fine and/or penalty resulting from any false, inaccurate and/or incomplete information, descriptions, particulars and/or instructions respecting the goods. Customer shall tender goods to Operator at the date, time and place agreed by Operator in good order, count and condition, and packaged, protected, packed and stowed sufficiently to withstand the contemplated terminal services, handling and subsequent transportation, including by vessel, rail car, motor vehicle and/or airplane, as applicable.

ITEM #120: LOSS OR DAMAGE TO GOODS (CLAUSE PARAMOUNT)

The United States Carriage of Goods by Sea Act (46 U.S.C. §1300 et seq.) is fully incorporated into this Schedule and shall be applicable at all times the goods are, or are deemed, in the care, custody and/or control of Operator. Operator shall not be liable for any loss/damage to or in connection with the goods in an

amount exceeding $500 U.S. per package (as defined in section 3, above), or in the event of goods not in such packages per customary freight unit, unless a higher value for the goods has been declared in writing to Operator prior to the commencement of any terminal services whatsoever and Customer has paid increased rates/charges resulting from such declaration of higher value. Operator shall not be responsible in any event for any loss/damage to or in connection with the goods if the nature or value thereof has been knowingly and fraudulently misstated. Operator shall not be liable to Customer or any other respecting the goods except as set forth in this section, whether for loss, damage, delay, shortage, misdeliver, failure to deliver or otherwise, and/or in tort, contract or other theory.

Operator shall not be liable for loss or damage to freight or cargo handled or transshipped through the Terminal, except when caused through the negligence of the Terminal Operator employees. The responsibility for loss or damaged cargo in storage is upon the party placing the cargo in such status.

All persons to whom berths, wharves, transit sheds, mechanical equipment or other facilities have been assigned shall be responsible and liable to the Terminal Operator for any damage occurring to such property during their tenancy, occupancy and/or use without regard to whom shall cause the damage, except that caused by the Terminal Operator's own negligence.

ITEM #130: UNCONTROLLABLE CAUSES OF LOSS/DAMAGE

Operator shall not be liable for any loss/damage to or in connection with the goods which arises and/or results from any of the following: unseaworthiness, unless caused by want of due diligence; act, neglect or default of master, mariner or pilot in the navigation or management of a vessel; fire, unless caused by the actual fault and privity of Operator; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies (including terrorism); arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Customer, its agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of Operator.

ITEM #140: NO CONSEQUENTIAL DAMAGES

Operator shall not under any circumstances be liable to Customer or any other for any indirect, consequential or special damages of any type or nature whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss or use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

ITEM #150: LOSS/DAMAGE CLAIMS

The following are agreed to be conditions precedent to any recovery from Customer for loss/damage to or in connection with the goods.

A. There shall be no right to recover until all amounts due Operator have been paid in full.
B. The goods must be carefully inspected by Customer immediately upon completion of terminal services and delivery from Operator, and any loss/damage evident at such time must be identified to Operator in writing and with particularity.

C. Unless written notice of loss/damage and the general nature thereof is given to Operator upon completion of terminal services and delivery of the goods from Operator, or within three (3) days thereafter if the loss/damage is not apparent at such time, delivery of goods from Operator shall be prima facie evidence of delivery from Operator in good order, count and condition.

D. In the event of goods which have been delayed, lost or otherwise not delivered by Operator as contemplated, Operator must be given written notice of such delay, loss or non-delivery within fifteen (15) days from the date upon which the goods should have been so delivered.

E. Operator shall have a reasonable opportunity to inspect the goods, including their packing, packaging, etc., in the same condition as upon completion of terminal services and before any repair, alteration or destruction. In any event, Operator shall be forever discharged from liability for any loss/damage to or in connection with the goods unless suit is filed in the forum identified below, within one (1) year after the date of delivery from Operator or the date on which the goods should have been so delivered.

ITEM #160: DUTY TO ACCEPT GOODS

Customer shall be responsible for accepting the goods, or having the goods accepted, from Operator upon completion of services and any inspection thereof requested by Operator, even if such goods are claimed to have suffered loss/damage. Customer shall not abandon any goods at the terminal facility or otherwise with Operator for any purpose or under any circumstances whatsoever.

ITEM #170: REFUSED/ABANDONED GOODS

Operator reserves the right to hold, lien, store, warehouse, sell (publicly or privately) and/or dispose of any goods which are abandoned and/or refused by Customer or any shippers, carriers, consignees, etc., after due notice has been sent to relevant persons known to Operator and time for pick-up has passed, without further notice, at Operator's discretion and Customer's sole risk and expense.

ITEM #180: ASSUMPTION OF RISK AND INDEMNITY

Customer specifically understands, acknowledges and agrees that any and all providing of access to and/or use of the terminal facility and/or terminal services of Operator by or on behalf of Customer shall be at Customer's sole risk and expense. Aside from loss/damage to the goods themselves, as addressed above, and elsewhere herein, Customer assumes sole responsibility for, and agrees to indemnify and hold Operator harmless from and against (including legal fees and costs), all other loss, damage, expense, claim, liability, suit, fine and/or penalty of any type or nature whatsoever which in any way arises out of and/or relates to any providing of, access to and/or use of the terminal facility and/or terminal services of Operator by or on behalf of Customer, including, without limitation, those respecting any loss/damage to the property of Operator, Customer or any other as well as those respecting the personal injury, illness and/or death claims of any person, including without limitation of any agent, employee, representative, guest, invitee, vendor and/or subcontractor of Operator, Customer or any other, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other legal fault of Operator. In furtherance of the foregoing, Customer shall waive any immunity from suit, exclusivity of remedy and limitation upon liability which would have otherwise been afforded pursuant to any worker’s compensation act or similar law.

ITEM 190: SCHEDULE AVAILABILITY

This schedule, rules and tariffs are available for public inspection at www.ayacol.com and the Operators offices at the Fairland Building, Port of San Juan. Hard copies of such are available for $50.00.

ITEM 200: FREE TIME PERIODS

a. The free-time period for incoming cargo will commence at the midnight after the vessel from which it has been landed finished unloading, or vacates her berth, whichever happens first, and the free time for outgoing cargo will commence on the first midnight after the merchandise is placed on the pier or pier premises, regardless of the initial cargo booking or export vessel.

b. Cargo remaining in the transit area of the Terminal wharf: wharf premises, pier or bulkhead structure after the close of its free time period shall, at the option of the Terminal, be placed in public storage at the risk and expense of the goods or assessed demurrage rates.

c. Shipments of one commodity or one consignee, imported as well as exported, in excess of 3,000 tons and up to 4,999 short tons, a free-time period of six (6) working days, in excess of 5,000 short tons of the same commodity or for the same shipper, a free-time period subject to prior arrangement with receiver.

d. Cargo in containers held in the pier (transit area) and/or the Operator's holding area originally manifested for transshipment to other destinations without change in form or content, including both loaded and empty containers, a free-time period often (10) working days. Cargo that exceeds this period and up to fifteen (15) working days will be charged an additional wharfage fee. Cargo remaining in the pier (transit area) in excess of fifteen (15) working days will pay demurrage according to the tariff in effect and will pay in addition outgoing wharf age for transshipment, if remarked.

ITEM 210: RIGHTS RESERVED TO THE OPERATOR

a. The Operator reserves the right to enter and inspect any vessel in berth at its Terminal to ascertain the kind and quantity of merchandise or cargo thereon and no person or persons shall hinder, molest or refuse entrance upon such vessel for this purpose specified.

b. In addition to any other rights recognized by law, the right is reserved by the Operator to withhold delivery of any goods, on which terminal charges published in this tariff are due and payable, until such time as these charges are paid in full.

c. The Operator reserves the right to deny to anyone the use of the terminal until all past due accounts are paid.

d. The Operator reserves the right to move abandoned cargo and dispose of such cargo 30 days after notice as well as remove freight or other material which in its judgement is likely to damage other property, to another location, at the risk and expense of the owner.

ITEM 220: OPERATING HOURS

The terminal will be open from 0700 hours to 1200 hours, and from 1300 hours to 1600 hours Monday through Friday, excluding Holidays.

ITEM #230: LAW, VENUE AND LEGAL FEES

This Schedule shall be governed by the general maritime law of the United States, or in the event no United States general maritime rule of law applies in accordance with the laws of the Puerto Rico. Any dispute arising out of or in any way relating to this Schedule must be brought in a court with appropriate subject matter jurisdiction located nearest to the terminal facility. Should Operator prevail, it will be entitled to recover attorneys' fees and costs.

ITEM 240: DEMURRAGE CHARGES / SERVICE CHARGES

1. For each of the first five calendar days or fraction thereof, after 7 days free time:
    a. $0.16 PER CWT (100 pounds or fraction thereof)
    b. $0.04 PER CUBIC FT. (or fraction thereof)

2. For each calendar day or fraction thereof, after the first five days of paying the demurrage penalty:

a. $0.08 PER CWT (100 pounds or fraction thereof)

b. $0.05 PER CUBIC FT. (or fraction thereof)

3. Vehicles, for each of the five calendar days or fraction thereof, after the free time: $0.015 PER CUBIC FT.

4. Vehicles for each calendar day or fraction thereof, after the first five days of paying the demurrage: $0.0225 PER CUBIC FT.

5. IMPORT CONTAINERS:

a. Containers for each calendar day or fraction thereof, the first Five days of paying the demurrage, after the free time: $35.00 per container per day.

b. Containers for each calendar day or fraction thereof, next Five days, after the first Five days of paying the demurrage: $50.00 per container per day.

c. Containers for each calendar day or fraction thereof, next Five days, after the first Ten days of paying the demurrage: $75.00 per container per day

d. Containers for each calendar day or fraction thereof, over Fifteen days of paying the demurrage: $100.00 per container per day

e. Containers with Dangerous Cargo, for each of the five calendar days or fraction thereof, after the free time: $45.00 per container per day.

f. Containers with Dangerous Cargo, after the first Five days of paying demurrage: $100.00 per container per day.

g. Containers with Certain Dangerous Cargo, for each of the five calendar days or fraction thereof, after the free time: $65.00 per container per day.

h. Containers with Certain Dangerous Cargo, after the first Five days of paying demurrage: $150.00 per container per day.

EXPORT CONTAINERS:

The Operator may establish limits on the number of days an export container may be delivered to and accepted by the terminal ahead of the scheduled arrival of the vessel on which the container is to be loaded. Different times may apply depending on the conditions of the terminal. The limit(s) may change from time to time based on available space on the terminal.

a. Containers for each calendar day or fraction thereof, after the Seventh day in the terminal will pay demurrage: $50.00 per container per day
b. Containers for each calendar day or fraction thereof, after the Twelfth day in the terminal will pay demurrage: $75.00 per container per day
c. Containers for each calendar day or fraction thereof, after the Seventeenth day in the terminal will pay demurrage: $100.00 per container per day

7. Rolling of Export Loads: $75.00 per container

8. Vehicles, for each of the five calendar days or fraction thereof, after the free time: $0.015 PER CUBIT FT.

9. Vehicles for each calendar day or fraction thereof, after the first five days of paying the demurrage: $0.0225 PER CUBIT FT.

10. TERMINAL FEES:
a. Terminal Maintenance Fee: $30.00 per full unit.
b. Terminal Security Fee: $24.00 per full unit.
c. Systems Fee: $6.50 per full unit.
d. RFID Tag Purchase: $12.50 per tag.
e. Infrastructure Fee: $15.00 per full unit.

11. REFRIGERATED CONTAINER FEES:
a. Monitoring and energizing reefers after free time has expired:
I. First five (5) calendar days: $75.00 per container per day.
II. After fifth calendar day: $90.00 per container per day.

12. CONTROL OF ARRIVING AND DEPARTING EQUIPMENT:

a. Gate charge for containers not covered by stevedoring and terminal contracts with ocean carriers, each time and Interchange Receipt is opened (leaving or arriving) and closed: $75.00 per gate move.

13. STORAGE OF EMPTY CONTAINERS:
Equipment over 15 calendar days, the following dwell time charges will be assessed.
a. For 20' Containers: $6.00 per container per day.
b. For 40' Containers: $12.00 per container per day.

14. INSPECTIONS:
Inspections of Containers performed at the Terminal: $125.00

15. TROUBLE TRANSACTIONS / PROBLEM RESOLUTION:
For all transactions for which the trucker receives a trouble ticket and resolves his transaction at the problem resolution window, a trouble fee shall be charged. Trouble Transaction Fee: $40.00.

16. HAZARDOUS MATERIALS:
a. A hazardous materials fee shall be applied for all hazardous materials classes handled but not listed below. Hazardous Materials Fee: $40.00 per full unit.
b. A hazardous materials fee shall be applied for class 5.1, Ammonium Nitrate as listed. Ammonium Nitrate Hazardous Materials Fee: $5,000 per full unit.

17. STRIPPING AND STUFFING:
Stripping and Stuffing of Containers are subject to quote depending on work to be performed, equipment and labor.

Stripping and Stuffing, discharge or loading of cargo, boxes, machinery, boats that are out of gage, over high, over width, and/or require special handling from flat rack, platforms, low bed and/or cradle subject to quote depending on cargo Value, risk, equipment to be used and labor.

Rubbish, dunnage, lumber, air bags, wires, metal straps, and/or any other securing devices, protection materials and or waters generated from the stripping and/or stuffing activities will be for the account of cargo. Boat Cradles will have to be removed from the terminal after boats are removed. Removal of cradle by Terminal Operator is subject to $900.00 USD disposal charge

per cradle.

18. TERMINAL OVERTIME:
To keep the terminal, open as per request from a third party or customer, after office hours or on Saturdays, Sundays or Holidays for vessels operations or any other services, an additional terminal charge per hour will be made.

a. After 4-6 P.M. Monday / Friday $1,000.00 USD per hour

b. Saturdays and Holidays, and other hours there is a 4-hour minimum as per labor union agreements. $4,000.00 USD for the first 4 hours, extra hours $1,000.00 USD per hour.

c. Meal Hours worked during overtime operations are double the prevailing rate. Hours are 0600-0700; 1200- 1300; 1800-1900; 0000-0100.

19. OFF HIRE EQUIPMENT, SHIPPER OWNED TANK AND SHIPPER OWNED EQUIPMENT:

Off-hire and sold containers and shipper owned units will be subject to the charges as stipulated below.

a. Gate transactions per move (IN-OUT) $75.00 per unit / move (Per Item 240 Section 16)
b. Discharge or loading from/to chassis or place of rest $40.00 per unit / move
c. Free time within Terminal's facilities will be 7 calendar days from proof of sale or Off Hire date.
d. Storage of sold, off hire empty containers as per Terminal Tariff for the account of owner (Per Item 240 Section 17).
e. Container Inspections when needed per Terminal Tariff (Per Item 240 Section 18).
f. Segregation charge $75.00 per unit.

20. STEVEDORING CHARGES: (for non-contract clients)

a. Lift cost (full or empty) $250.00 per unit / move
b. Restow cost $150.00 per unit / move
c. Transshipment cost $175.00 per unit / move
d. Detention/Idle/Guarantee cost $2500.00 per hour /per gang (prorated)
e. Overtime differential cost $800 per hour / per gang

21. FUEL RECOVERY SURCHARGE:

a. Fuel recovery surcharge to be amended as required based upon the prevailing price of the Weekly US On-Highway Diesel Fuel Price.
b. $10.50 per full unit.

22. ALL SERVICES BILLED FOR:
When services are performed for which, no specific charges are provided in this Tariff, billing shall be rendered as follows;

a. Material and mechanical equipment – actual cost plus 15%
b. Labor Rate – wage rates and minimum guarantees as per current Collective Bargaining Agreement plus Welfare, Pension, Vacation and Holidays, plus 25%; plus, Insurance and Taxes

23. HEAVY LIFTS:
Charges will be determined by the equipment and labor required to handle heavy lifts. Rates and services shall be quoted on request.

24. WORK STOPPAGE:
The Operator is not responsible for any consequences or claims arising from any stoppage of work or delays occasioned by strike or any other cause beyond the control of the Operator.

25. EXCLUSIONS:
Any commodity or time not included in this tariff may be covered by special arrangements with shippers or consignees.

ITEM 250: STORM PROTECTION AND RECOVERY

In the event of the receipt by Operator of advance warnings of natural disaster events, such as (but not limited to) hurricanes, tropical storms, earthquakes, etc. are expected to pass over or near the Terminal, the Ocean Carrier and/or Cargo Interest of all cargo stored in the open areas are required to take protective measures by removing the cargo from the Terminal as soon as possible. Should the Ocean Carrier and/or Cargo Interest fail to remove said cargo or otherwise provide the necessary storm protection, and if the Operator is so directed by the Port and/or the United States Coast Guard or the Operator determines in its sole discretion to do so, the Operator will endeavor to use commercially reasonable efforts to protect such cargo against storm/natural disaster damage with the understanding that such efforts will be subject to time constraints, physical or weather conditions, and available materials or equipment, all of its actions completely without liability to the Operator and furthermore the Operator shall be entitled to recover any and all costs associated with these storm protection services against the cargo and/or its Owners or Ocean Carriers. In the event of a natural disaster occurrence, the Operator will exercise commercially reasonable efforts to open the terminal as early as reasonably as prudent, and provided the Operator is satisfied that the working environment is reasonably safe for employees and customers. The Operator will endeavor to exercise commercially reasonable efforts to protect cargo from any further possible damage with the understanding that such efforts will be subject to time constraints, physical or weather conditions, and available materials or equipment, all of its actions completely without liability to the Operator and furthermore the Operator shall be entitled to recover any and all costs associated with these storm recovery services against the cargo and/or its Owners or Ocean Carriers. All costs associated with these storm protection and recovery services against the cargo and/or its Owners or Ocean Carriers based on the below schedule.

Cost for Preparation / Recovery of Containers from Natural Disasters

A. Revenue Producing Containers (per container) - $100.00
B. Non-Revenue Producing Containers (per container) - $50.00
C. Automobile $50.00 per automobile
D. Trucks $50.00 per truck
E. Buses $50.00 per bus
F. Boats (on Trailer) $75.00 per boat on Trailer
G. Camper Trailers (Hitch Able) $75.00 per camper trailer
H. Heavy Machinery $75.00 per heavy machinery
I. Non-Self-Propelled Unit $100.00 per non-self-propelled unit
J. Cargo NOS per unit $250.00 per cargo NOS