PORT WILMINGTON
MARINE TERMINAL
OPERATOR
SCHEDULE/TARIFF
#1N

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BY:
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RATES, REGULATIONS AND PRACTICES

1. SCOPE OF TARIFF AND CONSENT TO TERMS.

1.1. Applicability. This Tariff shall apply to all services rendered by Operator to a User at the Terminal and shall further apply to and govern the performance of any service performed by a User at the Terminal.

1.2. Rates. For ease of reference this Tariff utilizes a Schedule of Fees listing all applicable fees and charges. In the event there is a discrepancy between the body of the Tariff and the Schedule of Fees, the body of the Tariff will govern. Nothing contained herein shall be construed as requiring Operator to perform any particular service for any particular User. Operator may decline to provide any service to any User as Operator determines in its sole and absolute discretion. Operator has not agreed to perform any service for any User until it has agreed to perform said service for said User in writing or actually performs such service as further described in this Tariff. Furthermore, nothing contained herein shall be construed as requiring Operator to perform any service without charge even if the applicable service not specifically provided for herein. The charge for any such service shall be mutually agreed upon in writing in advance. If the charge is not so agreed and the service is performed by Operator then the applicable DT extra labor rate plus 100% shall apply.

1.3. Shipping Act Acknowledgement. This Tariff is published and made available to the public pursuant to the U.S. Shipping Act of 1984, as amended, and the regulations of the Federal Maritime Commission (46 U.S.C. § 40501(f); 46 C.F.R § 525) and shall at all times be legally enforceable as an implied contract between any User and Operator without proof of actual knowledge of the provisions contained in this Tariff. Use of the Terminal for the receipt, handling, loading, unloading or delivery of export or import Cargo, of or for a User, or entry or departure on or from the Terminal by chassis or other equipment provider or motor carrier, shall create a contract between Operator and such User, and shall constitute consent by each User to be bound by the rates, terms and conditions of this Tariff and shall also constitute conclusive evidence of an agreement on the part of any and all Users and Operator that each such User shall pay all applicable charges and to be governed by all rules, regulations and practices published herein.

1.4. Quotes. Operator may provide to a User a quotation, schedule of rates, rate sheet or order confirmation in connection with Services (as applicable, either singly or collectively, the "**Quote**"). The Quote and this Tariff comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between this Tariff and the Quote, the Quote shall govern. Unless otherwise provided for in the Quote, the Agreement shall not obligate Customer to utilize the Services from Operator, nor shall it obligate Operator to provide the Services.

2. CHOICE OF LAW AND JURISDICTION. Any disputes in connection with this Tariff or Operator's services hereunder shall be governed by and interpreted by the general maritime law of the United States or, in the event there is no general maritime rule of law which is applicable, by the laws of the state of Delaware, without regard to the conflict of laws principles. Operator and all Users agree to submit to the exclusive jurisdiction of the state and federal courts located in the state of Delaware.

3. TERMINAL RULES AND REGULATIONS. In addition to other rules and regulations at the Terminal promulgated by Operator from time to time, each User agrees to comply with the rules and regulations set forth below.

3.1. Rules and Regulations. Any Users entering or present at the Terminal agree to comply with and be bound by all rules, regulations, policies, safety rules traffic control devices promulgated from time to time by Operator whether in writing or by way of signage, other markings or the verbal instructions of Operator's personnel, including abiding by maximum posted speed limits and parking only in designated parking locations.

3.2. Risk. The Terminal is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk and are subject to search by Operator.

3.3. Terminal Admission at Operator Discretion. Operator 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.

3.4. Security. The Terminal has a facility security plan as required by the Marine Transportation Safety Act of 2002 (MTSA), to ensure the application for security measures designed to protect the Terminal at the various maritime security (MARSEC) levels. All Users that enter the Terminal Facility understand, acknowledge and agree to fully cooperate with all directives, requirements, or instructions whether issued by Operator or its security personnel, MARSEC, the United States Coast Guard and/or any law enforcement official at the Terminal for the indemnification, protection against, alleviation and/or elimination of threats to security. Only authorized personnel possessing a valid TWIC and engaged in Terminal or Vessel related activities are permitted within fenced, secure areas of the Terminal, subject to the discretion of Operator and its security personnel. Possession of a TWIC does not guarantee entry or access to the Terminal. Any Users wishing to enter or access the Terminal without a valid TWIC may be escorted, subject to Operator's discretion and additional charge. All Users shall attend security briefings/exercises or distribute security related documentation/communications to its personnel upon request of Operator. Entering the Terminal is deemed valid consent to screening or inspection of any User's personal effects and/or vehicle. Failure to consent to screening procedures will result in denial of entry to or removal from the Terminal. In addition to a TWIC, all Users shall carry such forms of identification as may be required by public or governmental authorities and shall provide such identification to Operator upon request. Each User shall comply with all applicable laws and regulations governing safety and security at the Terminal, including without limitation the MTSA. Users shall promptly report breaches of security to Operator's security personnel and law enforcement.

3.5. EDI. Cargo that arrives at the Terminal without a dock receipt and pre-advised EDI shall be refused and not handled by Operator. It shall be the responsibility of the Carrier, or other agent for the Cargo, to present a dock receipt and/or pre-advised EDI to Operator, including bills of lading, stow plan, lift plan, etc., as applicable, which shall be submitted to Operator in the form required by Operator (whether it is via email, data interface or otherwise), before Operator performs any service. User shall ensure all Cargo which has been affixed with barcodes to be utilized in processing are affixed with appropriate and operable barcodes which tie out to the User's EDI data. If Operator encounters delays in handling any Cargo or performing other Services due to barcodes not being properly affixed, not accessible for scanning or otherwise failing to scan appropriately the User shall be billed at the then applicable special handling rate in addition to any other applicable charges (i.e. in addition to the appropriate handling charge).

3.6. Operational Capacity. The Terminal Facilities must be kept open, fluid and within operational capacity. Operator does not obligate itself to provide dockage, wharfage, storage, equipment, labor or other form of service beyond the capacity of the Terminal Facilities.

3.7. Vehicles. Users operating vehicles at the Terminal, including without limitation motor carriers and drayage providers, shall be solely responsible for the safe operation of their vehicles. Users operating vehicles to be loaded or unloaded at the Terminal shall ensure that is vehicle(s) are adequate and safe for loading/unloading, as applicable. Vehicle drivers/operators shall be solely responsible for providing Operator personnel with ready to load/unload direction or signal and Operator shall be held harmless from any Losses attributable to following said vehicle driver's/operator's direction/signal.

3.8. Suspension of Access. Users, including corporations, companies or other legal entities, may be suspended or banned from accessing or utilizing the Terminal for violations of health, safety and security rules as determined by Operator in its sole and absolute discretion. Any User requests to reverse a suspension or ban shall be determined by Operator in its sole and absolute discretion and may further be subject to a reactivation fee.

3.9. No Tenancy. Each User acknowledges that their rights to access or use the Terminal Facilities rest in contract only and this Tariff does not create or confer upon the User any tenancy, estate or other interest in the Terminal or Terminal Facilities.

3.10. Reportable Losses. Any Losses or damage done to the wharf, sheds or any other structures, equipment or other Terminal Facilities at the Terminal or injury to any person must be immediately reported to the Operator security at 302-472-7864, together with the name of the Vessel or User (including company or person) causing such damage or injury. The expense of the repair of such damage shall be the

responsibility of the responsible Vessel or User, as applicable.

3.11. Vendors, Suppliers and Service Providers. No Users, merchants, vendors, suppliers or service providers shall be permitted access to the Terminal for the purpose of performing services of any kind at the Terminal, whether to another User, a Vessel or for itself (e.g. Stevedoring), selling or supplying merchandise or supplies at the Terminal, including to or aboard Vessels, or to other Users or anyone at the Terminal or any other purpose, without Operator's prior written authorization which may be granted, revoked or conditioned in Operator's sole and absolute discretion. All persons violating this rule shall be considered trespassers and will be prosecuted to the fullest extent of the law. Operator shall not be liable for the services, Stevedoring, merchandise, goods, products, bunkers, supplies provided at or delivered to the Terminal by any party other than Operator, whether or not the same authorized in writing by Operator in accordance with this Section.

3.12. Smoking. Smoking is allowed only in exterior, designated smoking areas within the Terminal.

4. DEFINITIONS. The below Terms as used in this Tariff shall have the meaning ascribed to them in the table below.

Term	Definition
APHIS	Animal & Plant Health Inspection Service of the USDA
Automobiles	Operable automobiles, trucks and other motor vehicles with a payload capacity of ¾ tons or less, on their own wheels (safe and in good working condition) and capable of moving under their own motive power, including privately owned vehicles (POV) and commercial/OEM.
Business Day	Monday through Friday, excluding Holidays
Carrier	Any party or parties either owning, nominating or contracting with the Vessel including, but not limited to, its agent(s), owner(s), operator(s) and/or charterer(s).
Cargo	Goods, commodities, products and/or merchandise of any kind whether or not conveyed or to be conveyed in a Vessel. Cargo is typically shipped as unitized (break bulk, neo bulk, palletized, rolling stock or Container (loaded or empty)), loose (dry bulk or liquid bulk), roll on/roll off (ro-ro) or as individual units such as Automobiles or other vehicles.
CBM	Cubic Meter
CBP	U.S. Customs and Border Protection.
Container	Each full, partly loaded or empty reusable freight container 20', 40', 45' or 53' in length, 8' in width and 8'6"/9'6" in height, tricon container, or any flat rack, artificial tween deck, "pallet wide" platform and tank with ISO recommended lifting arrangements and consistent with the safety requirements of the Convention for Safe Containers plates, and which can be handled by means of a standard 20', 40', 45' or 53' spreader.
Day	A period of twenty-four hours as a measure of time beginning at midnight and continuing through 23:59:59. All references to a day shall mean a day or a fraction thereof for purposes assessing charges.
Demurrage	A fee assessed after Free Time expires for any empty containers or any other Cargo whether it is loaded in Containers, loose, bulk, unitized or any other form of packaging while at the Terminal.

Distressed Cargo	Cargo under circumstances that are unusual, difficult, unusually distressing or obnoxious requiring special, unusual or careful handling or as determined pursuant to any applicable collective bargaining agreements to which Operator and any of its labor belong.
Dockage	The charge assessed against Vessels for berthing or making fast to a wharf, pier, bulkhead structure or similar Terminal Facilities or mooring to another Vessel so berthed or made fast.
Dray	The movement of Cargo or equipment between locations within the Terminal.
DT	Double Time, Dugan or Mealtime hours. DT hours include those incurred in accordance with respective collective bargaining agreements, including but not limited to jurisdictional requirements, and adding in Operator's administrative charges and markup, and further includes any time services are performed outside of Normal Business Hours except in instances where OT applies.
Free Time	The specified period during which Cargo may occupy storage space assigned to it on Terminal or in Terminal Facilities such as a warehouse, free of Demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such Cargo on or off a Vessel.
Force Majeure Event	As defined in Article 9 of this Tariff.
Heavy Lift Cargo	Cargo in excess of 10,000 pounds for any single unit.
Holidays	As defined in Section 11.2 of this Tariff.
Lbs.	Pounds.
Labor Guarantee	The minimum number of hours required for Operator's labor to be paid as set forth in the respective collective bargaining agreements (or similar agreements or contracts) for the work/service to be provided.
Measurement Ton	Ton W/M. A net ton of 2,000 pounds or 40 cubic feet, whichever produces the greater revenue for Operator under the terms of this Tariff. The number of cubic feet in the measure is determined using the number of cubic feet which would be contained within the largest 6-sided box (having all right angles) required to contain the Cargo had the Cargo been shipped in such a rectangular box.
MT	Metric Ton. A unit of weight equal to 1,000 kilograms (2,204.6 lbs.).
Normal Business Hours	Business Days between 8:00 AM to 12:00PM and 1:00PM to 5:00PM
OOG	Out of Gauge. Any item that 1) exceeds the reach, capacity or capability of Cargo handling equipment available to Operator in its equipment fleet, 2) is a freight container but not the size or shape constituting a Container (e.g. other container length, width or height) or 3) is packaged and mounted on a prepared platform but of a size or weight such that it does not constitute Palletized Cargo.
Operator	Enstructure Wilmington Holdings LLC d/b/a Enstructure Wilmington
OT	Over Time. Over time hours include those incurred in accordance with respective collective bargaining agreements, including but not limited to jurisdictional requirements, and adding in Operator's administrative charges and markup, and further include any time services are performed outside of Normal Business Hours except in instances where DT applies.

Palletized Cargo	Packages mounted on a prepared platform (and, in the case of pre-unitized cargo, strapped together) in such a way to form a single unit, excluding any such platform exceeding 48 inches in width or length, higher than 5-feet 8 inches (when measured from the bottom of the base of the platform) and/or weighing in excess of 10,000lbs.
Refrigerated Cargo	Cargo which must be maintained at temperatures of 60 degrees Fahrenheit or lower.
Ro-Ro Cargo	Roll-on/Roll-off Cargo other than Automobiles (e.g. wheeled equipment).
Skidded Cargo	Boxes, cases and/or cartons to which runners of steel or wood have been positioned in such a way as to permit free access of forklift blades and to provide a balanced load when lifted.
ST	Straight Time. Straight time hours include the hours when services or labor is performed by Operator during Normal Business Hours.
Standby	Non-productive time caused by the Vessel delay, Vessel's late arrival, weather delays, equipment failure, any violations of state and/or federal safety, health & environmental law, rule or regulations existing on board the Vessels or any other factor, situation or circumstances beyond Operator's control.
Stevedoring	The act of unloading or loading Cargo from or to a Vessel by any means of handling appropriate to the Cargo whatsoever.
Storage	The placing of Cargo into a designated area, either open, covered, indoors or outdoors, for the purposes of leaving the Cargo for any period of time.
Tariff	This Marine Terminal Operator Schedule.
Terminal	The Terminal Facilities, including the land, pier, wharves, bulkhead, docks, warehouses, structures and other facilities designated by the Operator, generally located at the confluence of the Christina River and Delaware River in the State of Delaware with a street address of 1 Hausel Road, Wilmington, DE 19801.
Terminal Facilities	One or more structures comprising a terminal unit, and include, but are not limited to wharves, warehouses, piers, wharves, docks, bulkheads, mooring infrastructure, covered and/or open storage spaces, cold storage warehouses, warehouses, and/or bulk Cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of Cargo and the interchange of same between land and water carriers or between two water carriers.
TEU	A twenty-foot equivalent unit.
Ton	A short Ton of 2,000 pounds.
TWIC	Transportation Worker Identification Credential.
Usage	The use of the Terminal Facilities by any rail carrier, lighter operator, stevedore, trucker, shipper, or consignee, its agents, servants, and/or employees or any other User, when it performs its own car, lighter or truck unloading, or the use of said Terminal Facilities for any other gainful purpose for which a charge is not otherwise specified.

USCG	United States Coast Guard.
USDA	United States Department of Agriculture.
User	Any Carrier, Vessel owner or operator, ocean carrier (whether Vessel operating or non-Vessel operating), freight forwarder, broker, shipper, importer, exporter, holder of a bill of lading, consignee, receiver of any Cargo or of a bill of lading relating to Cargo, motor carrier, rail carrier, container lessor, consignee, consignor, beneficial Cargo owner, vendor, supplier, any agent, stevedore other than Operator, including contractor, representative, any principals of or anyone acting on behalf of the aforementioned persons or any other person or entity who access, use or benefit from use of the Terminal.
Vessel	Barges, watercraft or floating equipment of every description whether self-propelled, towed or otherwise.
Wharfage	A charge against Cargo or Vessel (unless otherwise set forth herein), its Carrier, owners or operators, on all Cargo including Container Cargo, as well as empty Containers received for such Vessel or for loading or discharging Cargo to or from a Vessel over the wharf at the Terminal. It includes all Cargo passing or conveyed over, onto or under wharves, or between Vessels (to or from barge lighter or water), when berthed at a wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

5. VESSEL NOMINATIONS, ASSIGNMENT OF BERTHS AND MOVEMENT OF VESSELS.

5.1. Vessel Nominations and Updates. Users wishing to berth a Vessel at the Terminal shall provide Vessel nominations as soon as known and available to said User, through their Carrier if applicable, but in all events at least fifteen (15) days prior to the Vessels anticipated arrival to the pilot station, with regular follow on updates provided at a minimum at least once per calendar day when the Vessel is within seven (7) days of its estimated arrival to the pilot station.

5.2. Berth Request. Users desiring a berth at the Terminal shall apply to the Operator, through their Carriers if applicable, for berthing arrangements at least 72 hours in advance or as soon as possible prior to the arrival at the Terminal. The agent shall be required to supply the Operator with copies of the manifest showing weights and measures of Cargo and any other information requested by Operator at the earliest practicable date.

5.3. Berth Assignment. Operator retains sole and absolute discretion to assign berths and direct operations at Terminal, to ensure the safe, practical and efficient use of the Terminal, provided however, Operator will weigh the nature of the Cargo (perishable vs non-perishable), berth and labor optimization, whether the Vessel/Carrier is to incur the applicable cost to work overtime/around the clock to complete the operations and/or whether a Vessel is likely to complete loading/unloading and vacate the berth prior to any shifting Operator may require or otherwise deem necessary.

5.4. Shifting. Vessels may be required to move or shift at the Operator's discretion, in order to load/unload other ships, for efficient use of the Terminal Facilities, or for other good cause, and the incurred expenses shall be for the account of the Vessel.

5.5. Depth. Users shall be responsible for determining if the depth of water (at any state of tide) is sufficient for the Vessel. Operator will have no responsibility for determining if the depth of the water (at any state of tide) is sufficient for the Vessel.

5.6. Management of Berths. Whenever one or more Vessels are waiting for a berth at the Terminal in order to load/unload, or whenever berths are declared by the Operator to be threatened with congestion, or whenever any berthed Vessel, is for any reason unable to load/unload or as Operator determines it is advisable in its sole discretion, Operator may require berthed Vessels to work continuously, including overtime or double time, or vacate the berth. Any Vessel then in berth that refuses or is unable to comply with such requirement shall at its sole cost and expense promptly shift from vacate the berth on the order of Operator. Users including the Vessels and their Carriers, if applicable, shall hold Operator harmless

from any resulting charges or Losses in connection with Operator's require that a vessel vacate a berth as provided herein. Any Vessel which does not vacate or is not moved promptly upon notice to do so may be moved/shifted by Operator, and any expense involved, including labor costs, idle costs for labor and equipment, damage to the Vessel, other Vessels, the dock or other Terminal Facilities, during such removal shall be charged to the account of such Vessel. Any expense, cost, loss or penalty arising from the failure to move will be the responsibility of the Vessel.

5.7. Vessels to Maintain Sufficient Resources. Vessels docked or berthed at the Terminal shall, at all times, have onboard sufficient personnel, fuel and power to move said Vessel for the protection of the Vessel, the Terminal and other Users.

5.8. Tug Assistance. All Vessels docking, undocking or shifting at the Terminal are required to use tug assistance. Under special circumstances, Operator may waive this requirement. A request to waive this requirement for tug assistance must be received by the Operator personally or by the telephone 302-472-7695, and by written request delivered by person or by electronic mail to harbormaster@portwilmington.com, at least 24 hours before the Vessel arrives at the Terminal. If the Vessel is expected to arrive on a Holiday, Saturday, Sunday or on a Monday morning, any request to waive tug assistance must be delivered by 1500 on the preceding Thursday. The written request must set forth the special circumstances upon which the request is based. In the absence of express waiver by Operator, tugs must be used. Failure to comply with this item could result in denial of a berth. If Operator agrees to waive the tug assistance requirement, the User, Vessel and/or Carrier requesting and/or benefiting from said waiver accepts all risk of loss relating thereto, including without limitation to the Vessel, Cargo, persons or other property. The applicable User(s), Vessel and Carrier shall indemnify, defend and hold Operator harmless from any and all Losses arising out of, in connection with or relating to the movement of a Vessel without tug assistance when it would otherwise be required hereunder.

6. HANDLING PROCEDURES.

6.1. Explosives/Hazardous Cargo. Vessels laden with explosives or other hazardous or highly inflammable cargo may not berth at the Terminal or otherwise receive services at the Terminal without the express written permission of Operator in its sole and absolute discretion. Operator reserves all of its rights and remedies in law, equity or admiralty against any Vessels or other Users bringing such Cargo to the Terminal in violation of this Tariff or otherwise without Operator's permission. In addition to reimbursement for any damages, claims or penalties incurred by Operator, Operator may charge said Vessel or User penalty rates for handling or use of the Terminal for such Cargo. Any permission to berth such a Vessel will be subject to the limits of the applicable Terminal Facilities including any pier, dock, wharf, bulkhead, or other structure and in compliance with any applicable permits and Operator's security rules. Any such Services are subject to additional charge as agreed in writing in advance by Operator. The applicable User shall supply all required information to Operator in order to comply with the U.S. Department of Transportation regulations (CFR 49 Parts 100-199).

6.2. Objectionable Cargo. Cargo of an objectionable nature or Cargoes liable to contaminate or damage other Cargo, as determined by Operator in its sole and absolute discretion, may only be accepted for movement directly between shipside and cars or trucks, without being floored in warehouses or storage area, and no Free Time will be allowed or allowance made therefore or refused by Operator for use of the Terminal or Operator's services if it deems said Cargo harmful, dangerous, objectionable or contaminated, or Cargo does not meeting federal, state and/or local regulations. Operator reserves the right to move Cargo, freight or other material, which in its judgment is deemed objectionable or liable to contaminate or damage other Cargo, to another location within the Terminal, to private facilities outside the Terminal or require its prompt removal by the applicable User, at the risk and expense of the owner of said Cargo, freight or other material.

6.3. Removal of Cargo and Disposal of Refuse Material. Each User shall keep all areas where they are working or traveling within the Terminal including any pier, dock, wharf, bulkhead, yard, roadway, or other area within the confines of the Terminal free from and remove if present, any rubbish, refuse, trash, dunnage, equipment, equipment parts, Cargo, Containers, chassis or other any material or property by the User placing it there. Users shall be responsible and liable for their failure to abide by the requirements of this provision, including the consequences attendant thereto. Such property may

be removed by Operator or its designee at the expense of responsible User. Users will attend to their Cargo, Containers, chassis, equipment and other material or property at all times while at the Terminal. Unattended Cargo, Containers, chassis equipment, equipment parts and/or other material (i.e. Container dropped outside of permissible areas at the Terminal and/or without permission of Operator) will be the responsibility and liability of the User placing such property at the Terminal. Charges will be billed at the prevailing labor and equipment rate (including allowance for administrative charges and markup) and cost plus 25% for any third-party service costs incurred. For avoidance of doubt, Cargo, Container, chassis, equipment, equipment parts and other material may only be present in such areas of the Terminal to the extent necessary to accomplish active Vessel loading or discharge or such other activity as Operator expressly permits in writing, subject to Operator's sole discretion as to the activities and Cargo, Container, chassis, equipment, equipment parts and other material which it deems compliant with this Section.

6.4. Dumpster. Users shall be responsible for services, removal of material for which said User is responsible or any dumpsters Operator obtains and disposes of in connection with the User's Cargo, which shall be billed to User on a cost plus 25% basis.

6.5. Palletized Cargo. To be acceptable, pallets shall be in good condition in order for Operator to handle Palletized Cargo in a normal/customary manner and sufficient to support the load (Grade 1/Grade A quality). Pallets must be made out of wood, plastic, or metal, and shall rest on, and be fastened to, runners of steel or wood, sufficient to support the load, with openings wide enough to permit free access of forklift blades and so spaced as to provide a balanced load when lifted. User shall also ensure that the Cargo is banded and affixed to each pallet in a customary manner sufficient to secure the load to the pallet for customary/typical handling by Operator. Each User shall ensure pallets on each Vessel are the same size, of a standard/customary size and the pallet height including load is supported by the Facility's current rack system. Operator may reject non-conforming pallets or banding, or handle (including any recoopering) at the applicable rate set forth herein.

6.6. Cooperage. All cooperage, recooperage, bailing, bagging and/or palletizing shall be performed by Operator at the applicable User's or Cargo owner's expense. Operator shall solely determine if additional cooperage, recooperage, bailing, bagging or palletizing is required for the safe and efficient handling of Cargo.

6.7. Dunnage and Incineration. All Vessel dunnage shall remain on or be promptly reloaded onto the Vessel during unloading operations. Users shall ensure all dunnage is compliant with all applicable laws and government orders, including without limitation USDA, APHIS and USCG requirements. User shall be responsible for any of its dunnage or other material requiring incineration, which shall be billed to User on a cost plus 25% basis if Operator agrees to assist with the incineration, provided however, User shall remain solely liable for compliance with applicable laws and government orders.

6.8. Movement of Obstacles. When Cargo, refuse, rubbish, dunnage becomes an obstacle during Operator's operations, said material will be moved/removed from the Terminal at Operator's sole discretion, and for the account of the applicable User, which shall be charged at the Operator's applicable Standby rate.

6.9. Truck Weights. Operator shall not be responsible for determining the weight of any trucks, vans or other vehicles it loads at the Terminal. The owner of the Truck and/or any applicable User accepts all risk of loss, including any fines or penalties, for being over the legally allowable weight threshold.

6.10. Stow and Dunnage. To the extent the Cargo stow, dunnage or condition of a hold or holds in a Vessel is not appropriate or in sufficient condition for Operator to discharge Cargo in a customary, reasonable and efficient manner, Operator may apply additional Standby or Extra Labor charges for the applicable User's account during the period where such circumstances prevent, delay or hinder Operator's ability to perform its services.

6.11. Automobiles and Ro-Ro Cargo.

6.11.1. Automobiles and Ro-Ro Cargo may be received at the Terminal from Vessel, rail or motor carrier, or under their own power subject to the prior written approval of Operator. All Users tendering Automobiles or Ro-Ro Cargo to the Operator warrant that such Cargo is drivable and safe to operate, and such User(s) shall be responsible and liable to the Operator and shall indemnify and hold harmless the Operator for any and all losses, costs, or damages (including

personal injuries or deaths) incurred as a result of the tender of an undriveable or unsafe Automobile or piece of Ro-Ro Cargo to the Operator, except to the extent caused by negligence of the Operator.

6.11.2. Automobiles must be moved to/from their Operator designated point of rest within the Port by the delivering/receiving motor/rail carrier and shall be from one consignee/consignor. Operator does not provide any additional servicing, processing or additional handling unless expressly agreed in writing. No preparation of Automobiles or Ro-Ro Cargo is permitted on Port, except as expressly agreed in writing. The carrier's driver shall perform loading/unloading of Automobiles from the carrier's truck/trailer, unless Operator expressly agrees to perform the same in writing.

7. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES.

7.1. Operator as Service Provider. Operator shall be liable for loss of damage to Cargo or other property of the applicable User only in the event Operator fails to exercise reasonable care under the circumstances.

7.2. CONSEQUENTIAL AND OTHER DAMAGES. IN NO EVENT SHALL OPERATOR BE LIABLE TO ANY USER FOR LOSSES THAT ARE CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATED TO THIS TARIFF, THE TERMINAL OR ANY STEVEDORING OR OTHER SERVICES PROVIDED BY OPERATOR, REGARDLESS OF (I) WHETHER THE LOSSES WERE FORESEEABLE, (II) WHETHER OR NOT OPERATOR WAS ADVISED OF THE POSSIBILITY OF THE LOSSES AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITH-STANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.3. Loss/Damage to Goods/Cargo.

7.3.1. General Limitation (Clause Paramount). EACH USER DECLARES THAT IN NO EVENT SHALL OPERATOR'S LIABILITY EXCEED THE LESSER OF: (1) THE ACTUAL COST TO REPAIR, RESTORE, AND/OR REPLACE ANY LOST, DAMAGED AND/OR DESTROYED GOODS OR CARGO; (2) $5.00 PER TON FOR ANY LOST, DAMAGED AND/OR DESTROYED GOODS OR CARGO; (3) TEN (10) TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO SUCH LOST, DAMAGED AND/OR DESTROYED GOODS OR CARGO; (4) THE FAIR MARKET VALUE OF THE LOST, DAMAGED AND/OR DESTROYED GOODS OR CARGO ON THE DATE SUCH USER IS NOTIFIED OF SUCH LOSS, DAMAGE AND/OR DESTRUCTION; OR (5) FIVE HUNDRED DOLLARS ($500) U.S. PER PACKAGE, OR IN THE EVENT OF GOODS OR CARGO NOT IN SUCH PACKAGES, PER CUSTOMARY FREIGHT UNIT, PROVIDED, HOWEVER, THAT IF THE USER DECLARES A HIGHER VALUE FOR THE GOODS OR CARGO IN WRITING TO OPERATOR PRIOR TO THE COMMENCEMENT OF ANY SERVICES AND PAYS OPERATOR AN AD VALOREM SURCHARGE EQUAL TO FIVE PERCENT (5%) OF THE DECLARED VALUE OF THE GOODS OR CARGO, THEN OPERATOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE AND/OR DESTRUCTION TO OR IN CONNECTION WITH THE GOODS OR CARGO IN AN AMOUNT EXCEEDING THE LESSER OF (A) SUCH HIGHER VALUE FOR THE GOODS OR CARGO (PER APPLICABLE UNIT); (B) THE FAIR MARKET VALUE OF THE LOST, DAMAGED AND/OR DESTROYED GOODS OR CARGO ON THE DATE SUCH USER IS NOTIFIED OF SUCH LOSS, DAMAGE AND/OR DESTRUCTION; OR (C) THE ACTUAL COST TO REPAIR, RESTORE, AND/OR REPLACE ANY LOST, DAMAGED AND/OR DESTROYED GOODS OR CARGO. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE EACH USER'S SOLE AND EXCLUSIVE REMEDY AND OPERATOR'S ENTIRE LIABILITY FOR ANY CLAIMS OR CAUSE OF ACTION WHATSOEVER RELATING TO THE GOODS, CARGO OR SERVICES HEREUNDER, INCLUDING WITHOUT LIMITATION AT ANY TIME THE GOODS OR CARGO ARE IN OPERATOR'S CARE, CUSTODY OR CONTROL.

7.3.2. COGSA. The United States Carriage of Goods By Sea Act (46 U.S.C. §1300 et seq.) ("**COGSA**"),

including all defenses and limitations of liability included therein, is fully incorporated into this Tariff and shall be applicable at all times Cargo is, or is deemed, in the care, custody or control of Operator to the fullest extent permitted by law. Operator shall not be liable for any loss, damage, non-delivery, mis-delivery, cross- delivery, shortage, theft, mysterious disappearance or in connection with the Cargo in an amount exceeding the lesser of (a) five hundred dollars ($500) U.S. per package or in the event Cargo is not in a such package, the customary freight unit or (b) the actual cost to repair, restore, or replace any damaged or lost Cargo; provided, however, that if User declares a higher value for the Cargo in writing to Operator prior to the commencement of any Services and pays Operator an ad valorem surcharge equal to five percent (5%) of User's declared value of the Cargo in addition to any other applicable charges for Operator's services, then Operator shall instead not be liable for any loss or damage to or in connection with the Cargo in an amount exceeding the lesser of (i) User's declared value for the Cargo (per applicable package or customary freight unit, as applicable,) or (ii) the actual cost to repair, restore, or replace any damaged or lost Cargo. Operator shall not be responsible in any event for any loss or damage to or in connection with the Cargo if the nature or value thereof has been knowingly and fraudulently misstated. The term "package" shall mean the largest single unit used to transport the Cargo, such as a single Container, flatbed, trailer, pallet or a single machine or item of equipment, and not the individual contents, pieces, boxes, cases, parts or components thereon, therein or thereof. Operator shall not be liable to User (including any agent, subcontractor, servant, or end-customer of User) respecting the Cargo except as set forth in this Section, whether for loss, damage, delay, shortage, mis-delivery, failure to deliver or otherwise, or in tort, contract or other theory. The User shall ensure that any bill of lading, through bill of lading, himalaya clause, or other contract of carriage applicable to the Cargo extends the application of COGSA, including all defenses and limitations of liability included therein, to Operator (including Operator's agents and subcontractors) and to all Cargo and services to which this Tariff applies, and User shall indemnify and hold harmless Operator for and against any Losses incurred by Operator related to or arising from User's failure to so ensure.

7.4. Concealed Damage and Natural Vice. Operator shall not be liable to any User for Losses of any sort including for personal injury or death or to property (including to Cargo and for loss of use), caused by, but not limited to *de minimis* damages or losses expected in the normal course of handling, natural vice, inherent vice, natural deterioration due to storage, discoloration, contamination or any Losses caused or contributed to by a Force Majeure Event whether or not any cargo receipts or other documentation which have been issued so state.

7.5. Demurrage. Operator shall not be liable for any demurrage or detention, truck, rail or Vessel waiting time, switching, berth congestion, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading, trailers or other containers for outbound shipment in connection with the services or otherwise. The applicable User shall agree to and comply with a "shipper's acknowledgement" accepting demurrage charges from the applicable railroad carrier prior to Operator accepting any railroad cars for such User. For avoidance of doubt, in addition to any applicable demurrage, storage or other charges from the railroad carrier, Operator may charge User for rail car storage at the Terminal, detention fees or other charges, as applicable.

7.6. Claims Procedure. Any User or other party wishing to claim or hold Operator liable for any Losses or damages hereunder shall, in addition to any other statutory requirement, submit in writing all claims for injury to persons (including death) and/or property, including without limitation Cargo, equipment or other property (including claims for loss of use) to the Operator within the earlier of 10 days from (i) the date of the alleged damage or injury or (ii) the date the Cargo leaves the Terminal. Any claim of Vessel loss or damage must be reported in writing to Operator immediately in order to allow Operator to conduct a survey of the alleged loss or damage while the Vessel is still at the Terminal. Any suit against the Terminal, its affiliates and each of their respective officers, directors, shareholders, successors and assigns of any type whatsoever must be instituted within the earlier of one (1) year from (i) the date of the alleged damage or injury or (ii) the date the Cargo leaves the Terminal.

7.6.1. Each claim for loss or damages to Product shall include the following information in order to be considered by Operator in accordance with this Section.

7.6.1.1. Date of loss
7.6.1.2. Claimed loss/damage amount
7.6.1.3. Information which reasonably links Operator to the loss/damage
7.6.1.4. Pictures of alleged damage or injury or other relevant circumstances
7.6.1.5. Witness statements
7.6.1.6. For Cargo claims, proof of Cargo chain of custody
7.6.1.7. Any other appropriate documentary evidence
7.6.1.8. Any additional information Operator reasonably requests

7.7. Miscellaneous. Operator shall be entitled to the lesser of the limitation of damages provided in this Tariff, or as provided in the applicable bill of lading or other contract of carriage, whichever is less. The remedies provided here in are exclusive and in lieu of all other remedies. Warranties or representations, express or implied are not valid unless written and attached to a written agreement signed by Operator. Any increased declarations of value must be in writing and the applicable premium paid.

7.8. Liquidated Damages. If Operator and a User enter into a written agreement concerning services to be performed by Operator at the Terminal or otherwise pursuant to this Tariff, which contains a "minimum guarantee", a "financial guarantee" or any similar commitment from User to request a certain volume of services, move a certain volume of Cargo through the Terminal and/or pay a certain sum to Operator during a certain period, or otherwise pay Operator a deficiency for failure to do so, then User and Operator agree that any required deficiency payment to be made for failure to meet the guarantee or commitment from User constitutes liquidated damages. The parties intend that the liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that Operator's harm caused by User's failure to meet the guarantee or commitment would be impossible or very difficult to accurately estimate at the time Operator and User enter into the agreement, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise to Operator.

8. INDEMNIFICIATION.

8.1. Indemnification. Each User shall, jointly and severally, defend, indemnify, and hold the Operator, its affiliates and each of their respective officers, directors, shareholders, successors and assigns harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, court costs', fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "**Losses**"), excluding any Losses to the extent of Operator's negligence, arising out of, in connection with, or in consequence of, including but not limited to, the following:

8.1.1. Any loss or damage caused to property, including without limitation the Terminal Facilities, at the Terminal by User or parties whose conduct User is legally responsible.
8.1.2. Claims from any person, User, entity or third party for personal injury, death, or loss or damage to any property.
8.1.3. Loss, damage or costs arising from the carriage of Cargo by the User.
8.1.4. Loss, damages, or costs, including lost profits, associated with replacement of products, service interruptions, etc., incurred by the Operator due to the User's usage of the Terminal.
8.1.5. Any act, neglect or default of the master, mariner, pilot, or the servants of the User in the navigation or in the management of the Vessel including the loading and unloading of Vessel's stores, fresh water and bunkers.
8.1.6. Any act or omission of the User.
8.1.7. The stuffing of the Containers in excess of the rated gross capacity
8.1.8. Any incorrect declarations as to the weight of a Container or Cargo.
8.1.9. The incorrect stuffing of containers so as to affect the safe handling of any Container.
8.1.10. Structural defects in Containers.
8.1.11. Any act, neglect or default of the User, its contractors, agents or their respective servants or any person whomsoever in or on the Berth in connection with the use of the Berth by the User, a

Vessel and/or the Carrier or of any inherent quality or defect of any Cargo in or on the Berth or on any Vessel.

8.1.12. Use of the Terminal.

8.1.13. Use of Operator's equipment or personnel.

8.1.14. Any breach, violation, or nonperformance of the regulations, rules, and terms of this Tariff, including any Losses or damages associated with claims that the User hindered, delayed, disrupted, damaged or otherwise interfered with the operations or property of the Operator or any other User.

8.1.15. Any spill, release, or discharge of pollution, invasive species, or hazardous materials into the air, land, groundwater, surface water or sediments at or in the vicinity of any of the Terminal that are associated with or relate to, or are caused by, the User, including but not limited to the User's Vessels, equipment, or operations.

8.1.16. Leasing, licensing or use of any Operator equipment, tools and/or personnel (as operator of said equipment or tools or otherwise) including negligence, on the part of such personnel, operator and/or other employees so furnished and further including loss, damage or injury/death to said equipment, tools or personnel.

8.2. Damage to Terminal Facilities or Other Property. Each User will also pay Operator full compensation for all damage done to or suffered by Terminal Facilities, property or equipment owned, leased or operated by Operator, arising as aforesaid including consequential Loss.

8.3. Recovery Assistance. In the event Operator suffers any loss or damage as a result of any actions or inactions of any User, including said User as Carrier, consignee or consignor with respect to any Cargo, Container or unit handed over to said User for shipment aboard any Vessel, the applicable User shall provide all reasonable assistance to Operator in recovering from such third party or other party responsible for such loss or damage. In the event the User is in breach of its obligation hereunder in refusing to provide any such assistance it will indemnify, defend and hold Operator harmless against all proceedings, claims and costs whatsoever in respect thereof and will pay Operator full compensation for all damage suffered by Operator arising as aforesaid. In the event of a claim for any loss of or damage to Cargo being made against the Operator, User shall lend all reasonable assistance to Operator in resisting or defending such claims where the Operator's liability is expressly or impliedly excluded or limited by the terms of the User's shipping note or bill of lading (including for these purposes the lending of the User's name for enabling application to be made to the court so that the User be joined as defendant in any action against Operator or that proceedings be stayed against Operator in such action). Where the User is in breach of its obligation hereunder in refusing to lend any such assistance it will indemnify, defend and hold Operator harmless against all proceedings claims and costs whatsoever as aforesaid.

9. FORCE MAJEURE. Operator shall not be liable to any User for any Losses or delay in or failure to perform or breach of its obligations hereunder, if any such delay or failure is due in whole or in part to a Force Majeure Event. A "**Force Majeure Event**" is defined as, any acts, omissions or conditions outside Operator's reasonable control including the following events: (a) acts of God; (b) flood, hurricanes, tornado, tsunami, tidal waves, fire, earthquake, pandemic, epidemic or explosion; (c) war, insurrection, invasion, hostilities (whether war is declared or not), revolution, civil disturbances, terrorist threats or acts, riot, acts of public enemy or other civil unrest; (d) requirements of applicable law; (e) actions, embargoes, or blockades; (f) action by any government or governmental authority (in either its sovereign or contractual capacity) including restrictions or controls on imports, exports or foreign exchange, and takings by eminent domain (or in lieu of), or other removal or ejectment of Operator from the Terminal; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) mechanical breakdown or destruction of equipment vital to Operator's performance, including failure or compromised function of refrigeration systems, cold storage systems or related mechanical/electrical systems at the Terminal and (j) shortage of adequate power, fuel, energy or transportation facilities or a material increase in the applicable price of the same.

10. EQUIPMENT SERVICES AND RELATED SERVICES. See Schedule of Fees for Equipment Services

and related services charges. Rates include personnel to operate the equipment unless otherwise noted.

10.1. Overtime and Double-Time. Rates for Equipment Services are based on current rates for straight time. When such services are required during overtime or double-time periods, prior arrangement must be made with Operator. The applicable overtime or double time charges will be assessed to the User requesting overtime/double-time.

10.2. Excluded Items. Equipment Services and related services charges do not include, fuel, daily maintenance, insurance of any kind or lifting sling/rigging gear.

10.3. Minimum Charge and Terms. User shall incur a minimum charge totaling the greater of any applicable Labor Guarantee or four (4) hours on any Equipment Services ordered (per piece of equipment), unless otherwise noted. The applicable rates will be invoiced per thirty (30) minute intervals or fraction thereof on any time after the Labor Guarantee or four (4) hour minimum, as applicable.

10.4. Equipment Services Terms. Anytime Operator provides equipment services, such as when Operator provides to User Operator's equipment, tools and/or personnel (as operator of said equipment, tools or otherwise), such User shall supervise, direct, and control the activities of the individual operator(s) of such equipment or tools, and the operator of such equipment or tools shall follow the instructions and signals of the User. User shall be solely responsible for any Losses, whether to the equipment provided or otherwise, while such equipment, tools and/or personnel are under its direction, control and supervision. The User shall provide qualified signalmen and shall be responsible for those actions of the individual operator. The User shall immediately report any unsafe condition or unsatisfactory performance of the equipment, tool, their operator or its other personnel on temporary assignment with User. User shall provide Operator with sufficient details thereof in writing, so that Operator can investigate and take appropriate action. User assumes all risk of loss in connection with its failure to promptly notify Operator of any unsafe condition or unsatisfactory condition.

11. NORMAL BUSINESS HOURS, HOLIDAYS AND LABOR.

11.1. Normal Business Hours. The rates provided herein are based upon Operator providing the applicable service during Normal Business Hours. Services performed outside of Normal Business Hours shall be subject to agreement and confirmation in writing by Operator in each instance. For avoidance of doubt, services performed during Normal Business Hours may be subject to Labor Guarantee or other additional labor rates as set forth in Section 11.3 below.

11.2. Holidays. Operator recognizes the following Holidays for all labor on the day they are recognized by federal employees, except in the event a Holiday falls a) on a Saturday then the applicable Holiday will be recognized on the preceding Friday or b) on Sunday, then the applicable Holiday will be recognized on the following Monday. For avoidance of doubt "Overtime Holidays" will incur applicable overtime charges and "No Work Holidays" shall notify User of Operator's intention to close the Terminal and otherwise not perform services on such days.

OVERTIME HOLIDAYS	NO WORK HOLIDAYS
Martin Luther King Jr.'s Birthday	New Year's Day
Presidents' Day	Independence Day
Good Friday	Labor Day
Memorial Day	Christmas Eve – No work begins 12:00
Juneteenth	Christmas Day
Election Day	New Year's Eve – No work begins 12:00
Thanksgiving Day	

11.3. Labor Rates Per CBA. ST, OT & DT hours will be incurred by User in accordance with respective collective bargaining agreements (or similar agreement or contract), including but not limited to jurisdictional requirements, adding in Operator's administrative charges and markup, and billed

accordingly. Each User shall be responsible for any Labor Guarantee time incurred on its behalf including administrative charges and markup. Whenever penalty, hazard or special wages and/or other sums are to be paid pursuant to the provisions of the applicable collective bargaining agreements (or similar agreement or contract), such additional sums shall be charged to the applicable User in addition to the applicable rates together with the costs of protective accessories, gear and equipment, if applicable. In addition, any idle time will be charged at ST rates, unless Standby or other rates apply.

12. BILLING AND PAYMENT.

12.1. Billing. All billing will be for the account of the Vessel or Carrier as shown on the ocean Bill of Lading or the User which requests the applicable service, unless otherwise provided herein or agreed to in writing by Operator. Regardless of Operator's acceptance of orders or billing instructions, Vessel, Carrier, the shipper and/or aforementioned consignee will be liable for all unpaid Operator charges and Operator reserves the right to charge any applicable User.

12.2. Payment.

12.2.1. All charges in this Tariff shall be due and payable upon the presentation of an invoice without right to offset for any reason. Unless prior credit arrangements have been established, all Dockage, Wharfage and other charges must be paid before the earlier of i) the beginning of loading or unloading operations or ii) departure of the Vessel. Further, Operator reserves the right to require a deposit in advance, whether pursuant to a *pro forma* estimated invoice or otherwise. User shall remain responsible to pay to Operator any charges in excess of the deposit or *pro forma* payment received from User in accordance with the terms contained herein.

12.2.2. Disputes regarding the validity of invoices or charges in dispute must be submitted in writing to Operator within ten (10) days of the date of the invoice. Invoices not disputed in writing within this ten (10) day period will be deemed accepted without dispute by the invoiced party. In the case where an invoice is in dispute in part, the un-disputed amount of the invoice is to be paid in full.

12.2.3. Any party or business entity doing business under this Tariff may apply for credit. Credit may be extended at the sole and absolute discretion of Operator. If granted, payment shall be made within ten (10) days of the date of the invoice. In any instance where Operator has granted credit, Operator is not obligated to continue credit terms for any definite period. Operator may revoke or modify credit terms at any time in its sole and absolute discretion.

12.2.4. In addition to other rights and remedies recognized by law and this Tariff, Operator reserves the right to withhold delivery of any Cargo or entry upon the Terminal, until such time as all applicable charges are paid in full to Operator.

12.2.5. Operator reserves the rights to deny anyone the use of a berth or other Terminal Facilities until all past due accounts are paid.

12.2.6. Agents or representatives of Cargo owner, Carrier or any other User will be held fully responsible for all charges attributable to their actions on behalf of their principals in arranging services, facilities, equipment, or other chargeable items, in accord with the rates therefore published in this Tariff.

12.2.7. Except as otherwise expressly note, all services provided by the Operator contained herein are based on current rates for ST. When such services are required during OT or DT periods, prior arrangements must be made, and applicable OT and/or DT charges will be assessed to those responsible for authorizing the same.

12.2.8. All charges in this Tariff shall be paid as due. If the charges are not paid by the due date, there shall be paid interest in addition to all such charges for each subsequent period of thirty (30) days or portion thereof equal to one and one-half percent (1.5%) of such charges (computed and compounded daily) per month until the date of payment in full.

12.2.9. If Operator deems it necessary to obtain the services of any attorney or other service provider to collect any unpaid debt, then Operator shall be entitled to collect its reasonable attorney's fees, court costs and all other costs of collection.

12.2.10. Manifests for all inbound as well as outbound Cargo must clearly indicate whether said Cargo was freighted on either a weight or measurement basis and, if not, Operator may invoice on whichever basis will give the highest return to Operator.

12.2.11. If Operator determines that a User's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Operator's other rights, it may without liability or penalty (i) accelerate all amounts due and (ii) modify the payment terms, including requiring User to make advance payment of all fees and charges prior to the provision of any Services hereunder or requiring payment in full of all outstanding invoices before releasing any Cargo.

12.2.12. All taxes, assessments, duties and fees assessed against Cargo, or the Services shall be paid by the applicable User.

12.2.13. Payment shall be made in United States Dollars. Any currency conversion fee assessed will be the responsibility of the User.

13. MISCELLNEOUS SERVICES.

13.1. Handling Lines. See Schedule of Fees for line handling charges. The Vessel Shifting charge applies when, at the User's request or as required by Operator, a Vessel must shift berth.

13.2. Fresh Water. See Schedule of Fees for fresh water supply charges. Fresh Water will be supplied to Vessels during Normal Business Hours. Whenever water is furnished during other than Normal Business Hours and requires Terminal labor, extra charges will be assessed according to Schedule of Fees and/or extra labor rate, as applicable. Requests for fresh water should be directed to fw@portwilmington.com. NOTE: Water hoses must be furnished by Vessels. Operator does not warrant or represent the safety, potability or quality of any water provided to any Users, which the applicable User accepts for its use at its sole risk.

13.3. Security. Operator is the sole provider of security services at the Terminal. When security personnel are furnished by the Operator, charges will be assessed according to the applicable extra labor rate, in addition to the security fees listed on the Schedule of Fees.

13.4. Security Fees. See Schedule of Fees for security fees charged.

13.5. Storage After Free Time. Cargo not removed from Terminal within the applicable Free Time period, if any, may at any time thereafter, at the option of the Operator, shall be subject to any charge which may have accrued prior to its removal, and further subject to any expenses which may accrue as a result of said removal.

13.6. Transfer. Any transfer of title or interest in Cargo to a receiver or other third party while such Cargo remains at the Terminal or in the physical custody of Operator shall be subject to any applicable storage limitations between the transferor and Operator. Operator's approval of each such request is conditioned on the transferee's acceptance of the Tariff or other applicable commercial terms and is subject to additional charge to process the administrative transfer of the Cargo inventory. No additional physical movement or segregation of the Cargo will accompany any accepted Cargo transfer unless agreed to by Operator, which shall be subject to additional charges.

13.7. Cargo Particulars. When any User, including consignees or shippers request to be furnished with particulars of serial numbers, special stencil marks, weights or packages, etc., additional charges will be assessed to the User requesting such service.

13.8. Special Services. Special Services will be performed by Operator if adequate notice is given, and arrangements are agreed upon. When special services are performed, including dumping, labeling, correcting improper labeling, sorting and tallying, the charge assessed will be based on the current Operator extra labor rate.

13.9. Terminal Usage Fees. See Schedule of Fees for Terminal Usage Fees assessed against all Cargo discharged or loaded at the Terminal.

13.10. Gate Entry Fees. See Schedule of Fees for Gate Entry Fees assessed against all trucks and Cargo vans entering the Terminal.

13.11. Gate Passes. If Operator agrees in writing to extend credit to any User for payment of Gate Entry Fees, then Operator may elect to issue gate passes to such User to facilitate invoicing such Gate Entry Fees, subject to additional charges for User's account as set forth in the Schedule of Fees.

13.12. Standby. Standby time shall be charged to the applicable User at the rates set forth herein.

13.13. Third-Party Services. If Operator has not established an applicable rate/charge for any of its services at the Terminal which involve the services of a third-party contractor, then Operator may elect to pass-through the applicable third-party contractor cost to the applicable User at cost plus 25% (e.g. dumpster

fees, sweeping, etc.).

14. LIENS, COST OF COLLECTIONS AND RIGHT TO SELL GOODS (UNPAID CHARGES).

14.1. Liens. Each User grants Operator a lien on the Cargo while in the possession of Operator and a lien against any Vessel, Container, chassis, etc. respecting such Cargo to provide security for the payment of amounts due Operator hereunder, including without limitation for any and all services performed at Terminal and/or by Operator (including applicable interest on unpaid amounts, costs of collection and reasonable attorneys' fees) and/or also for services provided to or for the Vessel, Container, chassis, the Cargo, or any other tangible property whatsoever. As additional security for said amounts due Operator, each User grants Operator a consensual lien on all other goods, Cargo, equipment and personal property of the applicable User 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, equipment and personal property publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due Operator, including any amounts associated with keeping such Cargo, with the balance, if any, to be remitted to the applicable User. In the event of obtaining no bids at the sale, Operator, after proper notice to the applicable User, may make such disposition of the Cargo as may in Operator's sole discretion appear practical. In the case of Cargo which is of a perishable nature or which by reason of their nature are liable to injure other property, Operator may sell same at private/public sale without advertising, provided the User has been given proper notification and opportunity to pay all of the due charges (including interest and additional fees and expenses maintain said Cargo and collection costs (including reasonable attorneys' fees and court costs)) and remove the Cargo and has failed to comply with the request. Also, Operator reserves the right to move Cargo which is liable to damage other Cargo to another location within the Terminal or to provide facilities, all at the risk and expense of the applicable User.

14.2. Enforcement. Operator shall be entitled to exercise and enforce such lien to the full extent permitted under federal and Delaware law. Such lien is not exclusive, but is in addition to, and shall not supplant, any other liens or other remedies provided under federal, state, local and common law. Unless expressly so stated, the grant of a contractual lien by a User in a credit agreement entered into with Operator, shall not be construed as a waiver of any liens or other remedies provided under federal, state, local and common law.

14.3. Possession. In addition, Operator reserves the right to take possession of any cargo for any of the following reasons:

14.3.1. Cargo has remained on Terminal more than sixty days unless arrangements have been made for an extension of storage time.

14.3.2. Non-payment of any invoice beyond thirty (30) days of date of invoice.

14.3.3. Failure by a User to confirm ownership of Cargo.

14.3.4. Operator reserves the right to dispose of Cargo which falls into any of the categories above, after reasonable attempts to obtain payment for services or find proper ownership have been exhausted.

14.4. Enforcement Waiver of Liability. Neither Operator, nor its affiliates and each of their respective officers, directors, shareholders, successors and assigns, shall be liable for any direct, indirect or consequential damages which may be suffered by a User as a result of the enforcement of any lien or a refusal to provide service pursuant to this Tariff , or for any other claim relating to or arising out of the terms of this Tariff or created by contract. In the event a lien is enforced against any goods, Cargo, equipment or personal property and/or a User is refused service hereunder and it is subsequently determined that the enforcement of such lien or refusal was mistaken, unlawful or otherwise improper, User's sole and exclusive remedy shall be the waiver of the fee or payment otherwise applicable to such goods, Cargo equipment or personal property.

15. TERMINAL INSURANCE REQUIREMENTS.

15.1. Operator Not an Insurer. Operator does not provide any insurance whatsoever for the benefit of any User, nor any insurance whatsoever covering User's Cargo, goods, property or personnel. The rates

and/or charges provided herein do not include insurance of any type nor will such be issued under the present policies of the Operator. Any Users, entities or persons doing business under this Tariff shall have in place insurance covering its obligation hereunder including, but not limited to, the coverage requirements set forth below.

15.2. Minimum Insurance Requirements for all Users. Except as otherwise provided in a written agreement that directly relates to the activities covered within this Tariff and such agreement is intended to replace the terms set forth in this Tariff as the governing agreement between the User and the Terminal Operator, every User of Terminal must obtain the following insurance coverages and comply with the following insurance requirements:

15.2.1. *Commercial or Marine General Liability Insurance*. Commercial or Marine General Liability Insurance (including broad form contractual liability coverage) to cover User while at Terminal and/or while performing work/activities at Terminal, from any and all claims for damages arising out of bodily injury, sickness, or disease, including wrongful death, or property damage, or personal or advertising injury, which may result from its operations. Such insurance shall be in the amount of not less than One Million ($1,000,000.00) Dollars combined single limit for bodily injuries and property damages arising out of any one incident; or not less than One Million ($1,000,000.00) Dollars applying separately to bodily injury and to property damage liabilities, if the policy is issued with separate limits. The policy shall also include an aggregate of at least Two Million ($2,000,000) Dollars. The policies shall provide protection at least as broad as that provided by the most recent edition of the Commercial General Liability Policy promulgated by the Insurance Services Office (ISO) and shall be underwritten on an occurrence basis only. Operator shall be named an additional insured with respect to the Commercial General Liability policy and shall include a waiver of subrogation in favor of the Operator. The Commercial General Liability policy shall also include the following coverages:

Premises and Operations Liability;
Products and Completed Operations Liability;
Blanket Contractual Liability;
Personal and Advertising Injury Liability;
Broad Form Property Damage Liability, including completed operations;
Fire Legal Liability;
Independent Contractors Liability;
Elevator Liability;
Employees as Additional Insureds; and
Fruit and cargo coverage covering Cargo

15.2.2. *Pollution Insurance*. Pollution liability insurance covering the User's liability for bodily injury, property damage and environmental damage, fines and/or penalties resulting from sudden and accidental and gradual pollution and related clean-up costs incurred. The combined single limit per occurrence shall not be less than Five Million ($5,000,000) Dollars.

15.2.3. *Worker's Compensation and Employer's Liability*. Workers' Compensation and Employer's Liability Insurance covering all persons in the employ of User whether direct employees, workers, servants or temporary or borrowed servants. Such insurance shall be provided in accordance with all applicable federal and state laws. Employer's Liability Insurance limits shall not be less than one million ($1,000,000) Dollars per accident and One Million ($1,000,000) Dollars per employee for disease claims. Such coverage shall include other workers' compensation coverages as required but applicable law including without limitation U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act and Railroad Federal Employers' Liability Act (FELA). All such policies shall include an endorsement waiving the right to subrogate against the Operator and an Alternate Employer Endorsement in favor of Operator.

15.2.4. *Property and Inland Marine Insurance*. Property and/or Inland Marine Insurance shall be carried by and be the responsibility of User on any personal property, Cargo, equipment, furnishings, additions and improvements, betterments, or any other property stored or maintained within or attached to Terminal by User. Except as caused by its own negligence, Operator is not responsible

for personal property, Cargo, equipment, furnishings, machinery, additions or improvements, betterments, or any other property which is owned by User or in the User's care, custody, or control. Such coverage shall be "all risk" including collapse, upset, earthquake and flood, at a 100% replacement cost valuation, including loss of use and extra expense covering assets of User including any equipment, tools, Cargo or other goods or personal property brought onto or through the Terminal.

15.2.5. *Business Automobile Insurance*. Business Automobile Liability Insurance to cover any auto owned, leased, borrowed or otherwise used by the User. Business Automobile Liability Insurance shall be in the amount of not less than Two Million ($2,000,000.00) Dollars combined single limit for bodily injuries and property damage liabilities or if the policy is issued with separate limits, the limit shall not be less than Two Million ($2,000,000.00) Dollars for bodily injuries and Two Million ($2,000,000.00) Dollars for property damage liabilities. The policy or policies shall be at least as broad as that provided by the latest edition of the Business Automobile Policy promulgated by the Insurance Services Office (ISO).

15.3. Additional Insurance. Operator requires the following additional insurance coverage based on the nature, scope and complexity of the user's operations. These include:

15.3.1. *Protection and Indemnity Insurance*. User and the applicable Vessel shall obtain and maintain (a) Protection and Indemnity Insurance, (b) Hull Coverage with the running down clause covering such Vessel and (c) Vessel Pollution Coverage for any Users with Vessels docking, berthing, calling or otherwise utilizing the Terminal, including any Vessels or floating equipment used in connection with User's work or activities at the Terminal. The policy limit for the Protection and Indemnity shall be Twenty-Five Million ($25,000,000.00) Dollars for each accident/occurrence and for the Vessel Pollution policy shall be Twenty-Five Million ($25,000,000.00) Dollars for each accident/occurrence, and each such policy shall include coverage for Jones Act/crew and for wreck removal. The Protection and Indemnity policy shall be endorsed to name the Operator as an additional insured and provide a waiver of subrogation in favor of Operator.

15.3.2. *Stevedore's Wharfingers and Terminal Operators Liability Insurance*. If a User is performing Stevedoring, Stevedore's Wharfinger's and Terminal Operator's Liability insurance including coverage for first and third parry property damage to Vessels, Cargo, freight, etc., plus bodily injury to third parties, including includes property in the 'User's care, custody and control. The coverage limited in the amount of not less than $5,000,000 per occurrence and include an endorsement to provide Sudden and Accidental Pollution Coverage.

15.4. Certificate of Insurance. All Users or persons or firms conducting business operations at the Terminal shall be required to provide evidence of insurance coverage, including a certificate of insurance and a copy of the cancellation provisions and/or any endorsements under any such policy of insurance. A certificate of such insurance or certified copy of the insurance policy must be provided to Operator and kept up-to date in full force and continuous effect throughout the time the party remains a User at the Terminal.

15.5. Insurance Carriers. All policies of insurance must be placed in writing by a company or companies satisfactory to the Operator but in all events by a company or companies having a current A.M. Best Company General Policyholders Rating of A+ or A and with an A.M. Best Company Financial Rating of not less than XII (or similar rating by a comparable service selected by Operator should A.M. Best Company cease providing such ratings) and be licensed to do business in Delaware or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Delaware surplus lines requirements.

15.6. Insurance Terms. Such insurance must name Operator and the Diamond State Port Corporation as additional insureds (at no expense to the Operator or Diamond State Port Corporation). All the above required policies shall be endorsed as primary and non-contributory to provide that it is primary with respect to any insurance carried by the Operator and no insurance coverage of the Operator shall be called upon to contribute to the payment of any Losses that would otherwise be paid by User or covered or paid by the User's insurance. The above insurance policies shall remain in full force and effect and shall not be cancelled, allowed to lapse or allowed to expire until a minimum of thirty (30) days after Operator has received written notice thereof. Additional insurance and/or increased coverage

minimums, if deemed necessary by Operator, shall be provided by User, at User's sole cost and expense. All the above required policies shall provide a waiver of subrogation in favor of Operator. User may satisfy the required insurance limits hereunder with a combination of primary and umbrella/excess policies to provide the limits of coverage specified, so long as such umbrella provides coverage is at least as broad as specified for the individual policy and the umbrella applies directly above the individual policy, without gap in limit of liability.

15.7. Terrorism. User shall ensure all above policies are endorsed to provide terrorism coverage covering property and liability in connection with User's presence at and use of the Terminal in the amount not less than the required limits for the applicable insurance policy covering uncertified and certified (as specified under the Terrorism Risk Insurance Program Reauthorization Act) acts of terrorism.

15.8. Insurance Not a Limit of Liability. Acceptance of or User's compliance with the insurance requirements of this Tariff or as otherwise required by Operator from time to time shall not be construed to relieve User from liability or otherwise limit User's liability to the amount of insurance required hereunder.

16. STEVEDORING . Operator's minimum stevedoring staffing will be consistent with gang structure in the applicable respective collective bargaining agreements. Distressed Cargo will be billed at double the prevailing rate in accordance with the applicable collective bargaining agreement and an estimated payment determined by Operator will be required prior to any loading or unloading of Distressed Cargo. Unless otherwise agreed in writing by Operator, stevedoring charges for all Cargo will be assessed against the Carrier.

17. GOVERNMENT INSPECTION. See Schedule of Fees for government inspection charges. Operator labor will be supplied to assist CBP, USDA, and other government agencies in inspection of Containers and Cargo, as applicable.

17.1. Exceptions. The above provision will not apply to the following situations.

17.1.1. Containers of non-palletized Cargo requiring full stripping will be assessed charges based upon the applicable extra labor rate.

17.1.2. Containers ordered for inspection of contraband.

17.1.3. Enforcement Team of CBP will be assessed charges based upon the applicable extra labor rate, per CBP requirements.

17.1.4. All other categories not specifically identified will be assessed charges based upon the applicable extra labor rate.

18. USE OF TERMINAL FACILITIES FOR INSPECTIONS AND FUMIGATIONS. See Schedule of Fees for use of Terminal Facilities for inspections and fumigation charges. Use of Terminal and warehousing labor and equipment to assist in fumigation will be performed by a third-party and charged based upon the Operator extra labor rate.

19. EQUIPMENT STORAGE. See Schedule of Fees for equipment storage charges. Subject to availability and confirmation by Operator in writing.

20. DOCKAGE. See Schedule of Fees for Dockage Charges.

20.1. Dockage Fees. Dockage will be assessed against the Vessel and is payable by its owner or operator based on the higher of net registered tonnage (NRT) or length-over-all (LOA) 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 a Vessel is made fast to the wharf, pier, bulkhead, bank, or to another Vessel so berthed, and shall continue until such Vessel has completely vacated the berth. Dockage will be assessed against the Vessel on the basis of net registered ton per 24 hour period in the tariff or of the LOA scale on a per foot or fraction thereof basis per 24 hour period, provided, however, that the minimum dockage charge per Vessel, as set forth in the rates herein, for the first day at the berth shall apply regardless of whether the NRT or LOA basis is used.

20.2. Availability of Berths. All Vessels on idle or lay-up status shall be required to vacate their berths upon notice by the Terminal. Any Vessel which is not moved promptly upon notice to so move may be shifted

and any expense involved, damage to the Vessel, or to the pier during such removal, shall be charged to the Vessel in accordance with Section 5.4.

20.3. Exemptions to Dockage Charge. Barges, lighters or other Vessels that are transferring supplies or bunkers, but not Cargo, directly to or from Vessels at shipside are exempt from Dockage charges during such activities. Tugs assisting in docking, undocking or shifting Vessels are exempt from Dockage charges.

21. WHARFAGE. See Schedule of Fees for Wharfage charges.

21.1. Classification. Operator will determine the proper classification of a vehicle as to whether the vehicle will be charged Wharfage as an auto, light truck, or heavy truck.

21.2. Volume Shipments. Wharfage rates on volume shipments will be subject to special arrangements made with Operator in advance.

22. FREE TIME/DEMURRAGE FOR IMPORT CARGO. See Schedule of Fees for Demurrage charges for import Cargo. The following conditions will apply when applying Free Time and Demurrage for Import Cargo:

22.1. Container Free Time. Free Time for Containers will commence at 8:00 AM on the first Business Day following discharge from Vessel (i.e. if the first day following discharge is a Saturday, Sunday or Holiday, the Free Time will commence at 8:00 AM on Monday or in the case of Holiday, the next Business Day). Free Time for Containers will expire two (2) Business Days after commencement of Free Time (including the day Free Time commenced). Containers being held at the Terminal for any reason (e.g. customs delays, government delays, non-payment, etc.) does not affect or extend Free Time.

22.2. Automobile and Ro-Ro Cargo Free Time. Free Time for all Automobiles and Ro-Ro Cargo will commence at 8:00 AM, on the first Business Day following discharge of the Automobile and Ro-Ro Cargo from Vessel to the point of rest at the Terminal. Free Time for Automobiles and Ro-Ro Cargo will expire at 5:00PM five (5) Business Days following commencement of Free Time (including the day Free Time commenced).

22.3. Applicability of Free Time. Except as expressly set forth herein, no other import Cargo moving through the Terminal Facilities shall be entitled to Free Time unless agreed to in writing by Operator.

22.4. Responsibility of Payment of Demurrage and Other Charges. Except as otherwise provided above, Demurrage and other charges specified herein shall be for the account of the Cargo and its beneficial owner and shall be due and payable as they accrue. Such charges will accrue regardless of whether the Cargo is accessible or otherwise available for pick-up, including due to planned or unplanned Terminal closure or delays in operations at the Terminal. Operator may require payment in full of any and all such charges before Cargo leaves the Terminal. Cargo will not be released until full payment is received or a responsible User guarantees payment of all Demurrage charges.

22.5. Partial Shipments. When only a part of a Cargo shipment covered by a bill of lading becomes subject to Demurrage charges, and it is not possible to ascertain exact weight of such part shipment, the determination of weight of Cargo subject Demurrage charges shall be arrived at by dividing the total number of packages stated in said bill of lading into the total weight as freighted, and applying the mean average so determined to the number of packages remaining on the pier and subject to Demurrage charges. The above determination shall be made solely by Operator in good faith.

22.6. Transfer of Ownership of Import Cargo. In the event of transfer of ownership of Cargo after said Cargo has been received at the Terminal, Free Time shall immediately expire, and such Cargo shall not be subject to additional Free Time.

22.7. Storage. Storage rates will be supplied, upon request, on package, weight or space (square foot, cubic meter or other as applicable) basis for specific commodities, subject to confirmation/agreement in writing by Operator to store the Cargo and the availability of space and Terminal Facilities to store such Cargo.

23. FREE TIME/DEMURRAGE EXPORT CARGO. See Schedule of Fees for Demurrage charges for export Cargo. The following conditions will apply when applying Free Time and Demurrage for Export Cargo:

23.1. Container Free Time. Free Time for Containers will commence at 8:00 AM, on the first calendar day following receipt of the export Containers at the point of rest at the Terminal. Free Time for Containers will expire at 5:00PM two (2) calendar days after the commencement of Free Time (including the day Free Time commenced).

23.2. Automobiles and Ro-Ro Cargo Free Time. Free Time for all Automobiles and Ro-Ro Cargo will commence at 8:00 AM, on the first Business Day following receipt of the export Automobile(s) and Ro-Ro Cargo at the point of rest at the Terminal. Free Time for Automobiles and Ro-Ro Cargo will expire at 5:00PM seven (7) Business Days following the commencement of Free Time (including the day Free Time commenced).

23.3. Applicability of Free Time. Except as expressly set forth herein, no other export Cargo moving through the Terminal Facilities shall be entitled to Free Time unless agreed to in writing by Operator.

23.4. Responsibility of Payment of Demurrage and Other Charges. Except as otherwise provided above, Demurrage and other charges specified herein shall be for the account of the Cargo and its beneficial owner and shall be due and payable as they accrue. Such charges will accrue regardless of whether the Cargo is accessible or otherwise available for pick-up, including due to planned or unplanned Terminal closure or delays in operations at the Terminal. Operator may require payment in full of any and all such charges before Cargo leaves the Terminal. Cargo will not be released until full payment is received or a responsible User guarantees payment of all Demurrage charges to the satisfaction of Operator.

23.5. Partial Shipments. When only a part of a Cargo shipment covered by a bill of lading becomes subject to Demurrage charges, and it is not possible to ascertain exact weight of such part shipment, the determination of weight of Cargo subject Demurrage charges shall be arrived at by dividing the total number of packages stated in said bill of lading into the total weight as freighted, and applying the mean average so determined to the number of packages remaining at the Terminal and subject to Demurrage charges. The above determination shall be made solely by Operator in good faith.

23.6. Transfer of Ownership of Export Cargo. In the event of transfer of ownership of Cargo after said Cargo has been received at the Terminal, Free Time shall immediately expire, and such Cargo shall not be subject to additional Free Time.

23.7. Storage. Storage rates will be supplied, upon request, on package, weight or space (square foot, cubic meter or other as applicable) basis for specific commodities, subject to confirmation/agreement in writing by Operator to store the Cargo and the availability of space and Terminal Facilities to store such Cargo.

24. TRUCK/ROLL TRAILER LOADING AND UNLOADING. See Schedule of Fees for truck/roll trailer loading and unloading charges. Terms and conditions set forth below.

24.1. Truck/Roll Trailer Loading and Unloading. Truck/roll trailer loading shall mean the service of moving Cargo from the place of rest at the Terminal which is readily accessible to the truck/roll trailer, elevating the Cargo onto the truck/roll trailer and stowing the Cargo in the truck/roll trailer (by means appropriate to the Cargo (e.g. forklift for Palletized Cargo and other unitized Cargo, bucket for dry bulk, etc.), but shall not include special stowage, strapping, lashing, removal of lashing, sorting, or grading of, or otherwise selecting the Cargo for the convenience of the User, including trucker or Cargo owner. The reverse applies for truck/roll trailer unloading and shall mean the service of removing Cargo from its place of rest on the truck/roll trailer, elevating Cargo from its place of rest on the truck/roll trailer and removing it and placing it at a point of rest at the Terminal but shall not include special stowage, strapping, lashing or removal of the same sorting, or grading of, or otherwise selecting the Cargo for the convenience of the User, including trucker or Cargo owner. Such rates also apply for cargo transload, directly from roll trailer to truck or from truck to roll trailer, in the same mobilization. All trucks shall arrive ready to load or unload (e.g. all straps & lashing removed) and if not ready to load/unload then Operator may apply additional charges.

24.2. Invoicing. Truck loading will be invoiced upon full discharge of Vessel for the total applicable amount to the applicable User in advance of the actual truck loading.

24.3. Dunnage. Trucks/roll trailers shall supply any needed dunnage to accomplish the loading or unloading. If dunnage is required to load/unload a truck/roll trailer and not supply by the applicable User, Operator, in its sole discretion, may, but is not obligated to supply the needed dunnage, if available, subject to

additional charge.

24.4. Terminal Notification. For truck loading/unloading services, Operator must be notified by 15:00 the day before a work order is to be performed; otherwise, the necessary labor may not be available for service necessary and under no circumstances shall Operator be responsible or liable to the applicable User for the same, including any standby, detention or demurrage charges User incurs. Standby charges will apply for the applicable User's account to any waiting time incurred by Operator.

24.5. Gate Cutoff and No-Show Fee. Notwithstanding Operator's Normal Business Hours, any trucks/carriers which User arranges, either directly or via the receiver of the Cargo, for Operator to load hereunder must be checked in at the gate at the Terminal by 15:00 (the "**Gate Cutoff**") in order to be loaded. Operator shall not be required to load any trucks/carriers arriving after the Gate Cutoff and User shall hold Operator harmless from any Losses in connection with Operator's failure or refusal to load Cargo following the Gate Cutoff. User shall be assessed a fee for any trucks or carriers that arrive after the Gate Cutoff or do not show up at the Terminal for loading as requested or arranged by such User.

24.6. Direct Transfer. Direct transfer shall mean the movement of the Cargo specifically enumerated therein from an open truck or a tank truck to a ship or vice versa.

24.7. Heavy Lifts. The handling of Heavy Lift Cargo shall be subject to prior agreement by Operator including the User supplying any information Operator request in order to consider and/or arrange for the lift. Any heavy lift shall be limited to the capacity of the equipment Operator has available. Heavy Lift Cargo handling rates of any kind are subject to quote on a case-by-case basis and can be supplied by Operator upon request.

24.8. OOG. The handling of OOG Cargo shall be subject to prior agreement by Operator including the User supplying any information Operator request in order to consider and/or arrange for handling. Any OOG handling shall be limited to the capacity of the equipment Operator has available. OOG Cargo handling rates of any kind are subject to quote on a case-by-case basis and can be supplied by Operator upon request.

24.9. Overtime and Double-Time Charges. Rates for loading/unloading, handling and other labor are based on current rates for ST. When such services are required during overtime/OT or double-time/DT periods, prior arrangement must be made with Operator. The applicable overtime or double time charges will be assessed to the User requesting overtime/double-time as described herein.

24.10. Collection for Service Rendered. Unless the User, shipper or consignee has a prior written agreement with Operator for the payment of loading/unloading and other associated charges, the trucker shall assume full responsibility for the payment of the charges of such services.

24.11. Special Stowage of Trucks. When a truck is loaded or unloaded in a manner which requires special stowage, handling, sorting, grading, or otherwise selecting Cargo for the convenience of the trucker, shipper, or consignee, Operator will charge based upon the applicable extra labor rate.

24.12. Special Arrangements. Loading and/or unloading rates for the following commodities and/or shipments will be subject to special arrangements:

24.12.1. Perishable frozen Cargo

24.12.2. Bulk ore

24.12.3. Volume shipments

24.12.4. Coast-wise barge shipments

25. RAILROAD CAR LOADING/UNLOADING. See Schedule of Fees for railroad car loading/unloading charges. Railroad car loading and unloading operations must be arranged and agreed upon in writing in advance by Operator. No railroad cars will be loaded, unloaded, switched, stored or otherwise handled without Operator's prior written agreement.

25.1. Railroad Car Loading. Railroad car loading shall mean the service of moving Cargo from its place of rest at the Terminal, which is readily accessible, to the railroad car, elevating the Cargo onto the railroad car and stowing the Cargo in the railroad car (by means appropriate to the Cargo (e.g. forklift for Palletized Cargo and other unitized Cargo, bucket for dry bulk, etc.), but shall not include special stowage, strapping, lashing, removing lashing, sorting, or grading of, or otherwise selecting the Cargo for the convenience of the User, including railroad carrier or Cargo owner. The charge for railroad car loading shall be assessed against the rail carrier or the User ordering the service, if the railroad carrier

is not responsible for the car loading charge.

25.2. Railroad Car Unloading. Railroad car unloading shall mean the service of removing Cargo from its place of rest on the railroad car, elevating Cargo from its place of rest on the railroad car and removing it and placing it at a point of rest at the Terminal (by means appropriate to the Cargo (e.g. forklift for Palletized Cargo and other unitized Cargo, bucket for dry bulk, etc.), but shall not include special stowage, strapping, lashing, removal of lashing, sorting, or grading of, or otherwise selecting the Cargo for the convenience of the User, including the railroad carrier or Cargo owner.

25.3. Dunnage. Railroad cars shall arrive with, or railroad carrier or the applicable User shall supply any needed dunnage to accomplish the railroad car loading or unloading. If dunnage is required for perform the service and not supplied by the applicable User, Operator, in its sole discretion, may, but is not obligated to supply the needed dunnage, if available and subject to additional charge.

25.4. Overtime, Double Time and Holiday Work. Rates for loading and unloading, handling, and other labor are based on current rates for ST during Normal Business Hours. When such services are required during overtime/OT or double-time/DT periods, prior arrangement must be made with Operator. The applicable overtime or double time charges will be assessed to the railroad carrier or the User requesting overtime/double-time as described herein.

25.5. Railroad Car Demurrage. Under no circumstances will Operator be responsible for railroad car demurrage. Users wishing for Operator provide railroad car loading or unloading services accept responsibility for any rail car demurrage. The applicable User shall agree to and comply with a "shipper's acknowledgement" accepting demurrage charges from the applicable railroad carrier prior to Operator accepting or providing any services respecting any railroad cars for such User.

25.6. Operator Railroad Services, Railroad Carrier Rates and Compliance. Railroad services and railroad car handling are subject to charge by Operator, including without limitation for loading, unloading, switching and storage. Operator charges shall be in addition to any applicable fees or charges applied by the railroad carrier which shall be solely for the applicable User's account. Users shall comply with the railroad carrier's tariff and other applicable rules and regulations at their sole cost and expense, which Operator may charge back to said User on a cost plus basis to the extent the railroad carrier charges Operator directly or Operator incurs costs and expense for compliance with the same.

25.7. Cargo Commodity Railroad Services Rates. Operator shall render certain services with respect to railroad cars at a Cargo commodity (e.g. per short ton) rate. The rates for the service of loading or unloading Cargo to or from rail cars at the Terminal on such terms are set forth on the Schedule of Rates. Loading and/or unloading rates on volume shipments will be subject to special arrangements made with the Terminal in advance.

25.8. Accessorial Services. Operator may provide for additional charge accessorial services with respect to railroad carriers and railroad cars at the Terminal, as agreed by Operator in writing in advance.

26. FUEL SURCHARGE. A fuel surcharge shall apply to all rates and charges hereunder as set forth on the Schedule of Fees. The fuel surcharge shall never cause a reduction in the applicable rate or charge.

27. ENERGY SURCHARGE. Operator may apply an energy surcharge which shall apply to all applicable rates and charges hereunder. Operator may apply the energy surcharge at any time after providing written notice to the applicable User, publishing it and/or making it publicly available (in this Tariff or otherwise).

28. VERIFIED ACTUAL GROSS MASS. Users using the Terminal Facilities and/or shipping Cargo through the Terminal in a Container (or containers considered OOG hereunder) subject to the SOLAS Container Weight Verification Requirements, warrant to the Operator that the full container weight has been verified in accordance with the requirements of the law/regulation, and, in the event there is any failure to comply with the law/regulation, will defend, indemnify and hold harmless Operator from the consequences of the failure to comply with the law/regulation. Operator reserves the right, but not the obligation, to refuse to handle or load a container for which it reasonably believes the requirements of the law/regulation have not been met. Notwithstanding the above, Operator by loading a container onto a Vessel does not warrant that the requirements of the law/regulation has been met.

29. MISCELLANEOUS.

29.1. Headings/Titles. The section headings and titles in this Tariff are for reference only and do not affect the interpretation of this Agreement.

29.2. Severability**.** The services under this Tariff are intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of this Tariff or the application thereof to any person or circumstance shall for any reason or to any extent be invalid or unenforceable, the remainder of this Tariff and the applicability of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SCHEDULE OF FEES

Wharfage	Rate	
Steel, Aluminum and other metals	$4.56	Per NT
Dry Bulk	$2.87	Per NT
Empty Containers	$22.58	Per Container
Import/Export Automobiles (0-4,000 lbs.)	$8.66	Per Vehicle
Light trucks and tractors (4,001-8,000 lbs.)	$15.12	Per Vehicle
Heavy Trucks and Tractors (8,001 lbs. & over)	$36.92	Per Vehicle
Passenger	$22.88	Per Passenger
Liquid bulk	$2.94	Per NT
Livestock	$6.04	Per Head
Supersacks	$5.71	Per NT
Full Containers	$146.11	Per Container
Lumber / Plywood	$1.79	Per CBM
All items not elsewhere specified	$6.12	Per Ton W/M

Security	Rate	
Break Bulk	$0.42	Per NT
Vehicles	$0.63	Per Unit
Full Containers	$7.34	Per Container
Liquid Bulk	$0.22	Per NT
Dry Bulk	$0.22	Per NT
Livestock	$0.85	Per Head
General Cargo	$0.42	Per Ton W/M
Per passenger embarked upon arrival or departure against cruise ships docking at the Port	$22.53	Per Passenger

Terminal Usage Fees	Rate	
Containers over the quay loaded or empty	$11.36	Per TEU
Containers – non-water borne loaded or empty	$1.19	Per TEU
Cargo not in a Container over the quay	$0.82	Per Ton W/M
Cargo not in a Container – non-water borne	$0.12	Per Ton W/M

Dockage	Rate	
Self-Propelled Vessels: The Higher of Applicable NRT or LOA Rate Will Apply		
Per NRT	$0.69	Per NRT Per Day
Per LOA: 0' to 400'	$6.19	Per Foot Per Day

Per LOA: 401' to 500'	$6.97	Per Foot Per Day
Per LOA: 501' to 600'	$9.29	Per Foot Per Day
Per LOA: 601' to 700'	$11.60	Per Foot Per Day
Per LOA: 701' to 800'	$13.91	Per Foot Per Day
Self Propelled Vessels - Minimum	$1,069.24	Per Day
Barges up to and including 200 feet	$832.52	Per Day
Barges 201 feet or greater	$1,480.33	Per Day

Line Handling	**Rate**	
Docking and Undocking of Vessels	$4,138.78	Per Tie Up or Let Go
Vessel Shifting	$2,025.45	Per Tie Up or Let Go

Gate Fees	**Rate**	
Gate Entry Fees (Inbound only)	$33.50	Per Truck
Late Gate	$164.00	Per Truck
No Show/Late Cancel	$818.00	Per Truck
Non-TWIC Fee (in addition to Gate Entry Fee)	$181.00	Per Truck
Avoiding Gate Fee including failing to pay when due	Liquidated damages equal to three times the then applicable Gate Entry Fee	Per Truck Per Incident

Fuel Surcharge	**Rate**
Fuel Surcharge (based on latest PADD 1B published rates at time work begins)	A fuel surcharge rate will apply when the price of diesel fuel exceeds $3.75 per gallon based on the latest price listed by the Energy Information Administration https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm for Mid-Atlantic PADD1B published at the time work begins. For every $.10 increase in the above diesel rate, the surcharge will be 1% of the billable rate in question for all Services including without limitation stevedoring, receiving, delivery, truck loading, handling and terminal services of any type.

Invoicing and Payment Terms	**Rate**	
Duplicate Invoice (Administration Fee)	$30.97	Per Request
3rd Party Billing System (Administrative Fee)	$30.97	Per Invoice
Credit Card Transaction Fee	3%	Per Transaction
Returned or Cancelled Check	$123.82	Per Transaction

Fresh Water Supply	**Rate**	
Connection	$610.06	Per Vessel
Water (239.65 gallons Per NT)	$6.04	Per NT

Customs Inspection	Rate	
Pre-Palletized Cargo per Container	$1,088.83	Per Container

Use of Terminal Facilities for Inspections and Fumigations	Rate	
Use of Terminal warehouse facilities for inspections of containerized cargo by government agencies	$567.67	Per Container
Use of Terminal warehouse facilities for fumigation of containerized cargo as required by USDA-APHIS/PPQ	$567.67	Per Container
VACIS Inspection (Includes Dray)	$484.34	Per Container
Full Strip / Stuff (Includes Dray)	$876.82	Per Container
Partial Strip / Stuff (Includes Dray)	$610.13	Per Container
Tailgate Inspection (Open, Inspect, Re-Seal)	$261.80	Per Container

Storage	Rate	
Storage - Per Month Per Acre or Portion Thereof (if available and confirmed in writing by Operator)	$7,846.67	Per Month Per Acre or Portion Thereof

Demurrage Import	Rate	
All Per NT or Per Ton W/M charges subject to a minimum charge of	$54.42	Per Day
Open Areas:		
First 5 calendar days (Cargo size maximum of 80 cubic feet per NT)	$12.48	Per NT
Second period of 5 calendar days and each succeeding 5 calendar day period (Cargo size maximum of 80 cubic feet per NT)	$22.35	Per NT
Covered Areas:		
First 5 calendar days	$23.85	Per Ton W/M
Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$23.85	Per Ton W/M
Containers:		
Import – 20’ Dry Van Container – (5 Calendar Days Free) First period of 5 calendar days	$47.29	Per Unit Per Day
Import – 20’ Dry Van Container – Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$96.81	Per Unit Per Day

Import – Over 20' Dry Van Container (5 Calendar Days Free) First period of 5 calendar days	$73.17	Per Unit Per Day
Import – Over 20' Dry Van Container Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$157.59	Per Unit Per Day
Specialized Equipment – (Reefer, Flatrack, Tanks) (4 Calendar Days Free) First period of 5 calendar days	$101.31	Per Unit Per Day
Specialized Equipment – (Reefer, Flatrack, Tanks) Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$196.97	Per Unit Per Day
Exceptions:		
Refrigerated Cargo		
First 5 calendar days	$20.63	Per NT
Second period of 5 calendar days	$22.77	Per NT
Third and each succeeding 5 calendar day period thereafter	$33.48	Per NT
Automobiles		
Passenger type Automobiles	$28.66	Per Unit Per Day
Trucks, tractors and other types of Automobiles	$28.66	Per Unit Per Day
Containers		
First 5 calendar days	$95.68	Per Unit Per Day
Each succeeding 5 calendar day period thereafter	$216.11	Per Unit Per Day
Refrigerated Containers and Tanks		
First 5 calendar days	$216.10	Per Unit Per Day
Each succeeding 5 calendar day period thereafter	$365.79	Per Unit Per Day

Demurrage - Export	**Rate**	
All Per NT or Per Ton W/M charges subject to a minimum charge of	$54.43	Per Day
Open Areas		
First 5 calendar days (Cargo size maximum of 80 cubic feet per NT)	$12.48	Per NT
Second period of 5 calendar days and each succeeding 5 calendar day period thereafter (Cargo size maximum of 80 cubic feet per NT)	$22.35	Per NT
Covered Areas		
First 5 calendar days	$23.85	Per Ton W/M

Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$23.85	Per Ton W/M
Exceptions:		
Refrigerated Cargo		
First 5 calendar days	$20.89	Per NT
Second period of 5 calendar days	$23.30	Per NT
Third and each succeeding 5 calendar day period thereafter	$34.01	Per NT
Automobiles		
Passenger Type Automobiles	$28.64	Per Unit Per Day
Trucks, tractors and other types of Automobiles	$28.64	Per Unit Per Day
Containers		
Export – 20’ Dry Van Container – (5 Calendar Days Free) First period 5 calendar days	$32.64	Per Unit Per Day
Export – 20’ Dry Van Container – Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$52.90	Per Unit Per Day
Export – Over 20’ Dry Van Container (5 Calendar Days Free) First period 5 calendar days	$54.04	Per Unit Per Day
Export– Over 20’ Dry Van Container Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$82.18	Per Unit Per Day
Export Specialized Equipment – (Reefer, Flatrack, Tanks) (4 Calendar Days Free) First period of 5 calendar days	$65.29	Per Unit Per Day
Export Specialized Equipment – (Reefer, Flatrack, Tanks) Second period of 5 calendar days and each succeeding 5 calendar day period thereafter	$100.19	Per Unit Per Day
Truck/Roll Trailer Loading and Unloading	**Rate**	
Minimum Charge	$216.86	Per Event
General Cargo Rates apply unless a specific category below is applicable.		
Cargo up to and including 200 cu feet Per NT of 2,000 lbs.		
Full loading/unloading	$99.71	Per NT
Tailgate	$48.31	Per NT
Cargo in excess 160 cu feet Per NT of 2,000 lbs.		
Full loading/unloading	$64.63	Per NT
Tailgate	$35.68	Per NT

Specific Cargo Rates:		
Loading/unloading of pre-palletized, skidded, or unitized cargo where there is only one shipper, one consignee, and no sorting required (Skidded or unitized cargo as used therein means cargo which is secured by straps or wire to bearers constructed of wood, metal, or other material which is at least four (4) inches in height)	$35.88	Per NT
Lumber	$9.75	Per CBM
Lumber in bundles loading/unloading via flatbed trailers	$25.91	Per NT
Handling of steel sheets in coils and slabs (minimum 10,000 lbs. each unit)	$23.04	Per NT
Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper, and steel to or from OFBT only	$15.50	Per NT
Steel sheets, aluminum sheets, tin plate, and wire rod in coils to or from OFBT only	$15.50	Per NT
Bundles of billets or rails	$15.50	Per NT
Plate and Structural Steel, pipe and bundles of reinforcing rod, tubing, and boiler tubes	$20.74	Per NT
Palletized Fruit, excluding Bananas	$1.71	Per Pound
Bales of wood pulp/wastepaper	$18.77	Per NT
Loading/unloading with drum clamps	$18.77	Per NT
Rolls of linerboard/newsprint/paper	$15.66	Per NT
EXCEPTION: Reloading rolls of linerboard, newsprint or other paper to containers of ocean carriers owned or operated by steamship liner services using the Port	$4.88	Per NT
Automobiles, Vehicles & Ro-Ro Cargo, as well as other Cargo not specified, including Heavy Lift Cargo		
No Operator Labor Required - Self-Propelled vehicles, wheeled units and mobile equipment moving under their own motor power not requiring the use of Operator labor or equipment, for	$15.61	Per NT

receipt or delivery; (Maximum 80 cubic feet per NT)		
Maximum Charge for above rates	$308.62	Per Unit
Minimum Charge for above rate	$51.50	Per Unit
Operator Labor Required - Self-propelled vehicles, wheeled units, mobile equipment moving under their own motor power requiring the use of Operator labor (no equipment), for receipt or delivery; static pieces (Maximum 80 cubic feet per NT)	$28.04	Per NT
Maximum Charge for above rates	$696.59	Per Unit
Boats (including yachts and other watercraft) on trailers and cradles under 28 feet	$185.99	Per Unit
Boats (including yachts and other watercraft) on trailers and cradles 28 feet and over	$15.28	Per Ton W/M
Automobiles (OEM/Commercial)	$44.86	Per Unit
Automobile (POV)	$109.30	Per Unit
Automobiles, Vehicles & Ro-Ro Cargo, as well as other Cargo not specified, including Heavy Lift Cargo – MINIMUM CHARGES		
Minimum Charge for Heavy Lift Cargo On/Off Flat Bed Truck Only (except Steel Sheets in Coils):		
30,001 – 40,000 lbs	$806.45	Per Unit
40,001 – 50,000 lbs	$922.74	Per Unit
50,001 – 60,000 lbs	$1,114.48	Per Unit
60,001 – 70,000 lbs	$1,363.02	Per Unit
70,001 – 80,000 lbs	$1,632.67	Per Unit
80,001 – 90,000 lbs	$1,904.04	Per Unit
90,001 – 100,000 lbs	$2,175.34	Per Unit

Railroad Car Loading/Car Unloading, Railroad Car Storage & Miscellaneous Rail Services - Separate line items	**Rate**	
Minimum Charge:	$282.97	Per Event
Base Charge plus tonnage rates below	$159.03	Base Charge
General Cargo Rates apply unless a specific category below is applicable.		

Loading/unloading of freight (except as specifically enumerated herein) to or from cars on covered piers and/or box cars on open piers, and the loading/unloading of such freight to and/or from open top cars to or from an open pier where the said open top cars are not within reach of ship's tackle for direct transfer from cars to vessel or from vessel to cars	$56.43	Per NT
Loading or unloading of rolls of linerboard/newsprint/paper	$31.89	Per NT
Pre-palletized or pre-skidded Loading/Unloading of freight not covered above and subject to the following conditions	$39.85	Per NT
Loading or unloading of refrigerated cargo which is not pre-palletized or pre-skidded	$70.72	Per NT
Loading or unloading with drum clamps	$39.85	Per NT
Loading or unloading steel to or from railroad flat cars	$0.00	
Steel slabs	$25.81	Per NT
Steels sheets, aluminum sheets, tinplate, and wire rod in coils	$31.74	Per NT
Blocks, bundles, packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper and steel sheets	$31.74	Per NT
Bundles of billets or rails	$31.74	Per NT
Plate and Structural steel, pipes and bundles of reinforcing rod, tubing, and boiler tubes (excluding heading wire)	$37.08	Per NT
Loading or unloading steel and non-ferrous metals to/from all other rail cars		
Steel slabs	$30.45	Per NT
Steels sheets, aluminum sheets, tinplate, and wire rod in coils	$31.74	Per NT
Blocks, bundles, packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper and steel sheets	$31.74	Per NT
Bundles of billets or rails	$31.74	Per NT
Plate and Structural steel, pipes and bundles of reinforcing rod, tubing, and boiler tubes (excluding heading wire)	$37.08	Per NT

Removing and replacing lids from open top rail cars, including gondolas and coil cars	$111.25	Per Car
Loading and unloading of containers at the Terminal	$87.26	Per Container
Railroad Car Storage and Miscellaneous		
Railroad Car Storage at Terminal (Days 1 – 5)	$56.29	Per Car Per Day
Railroad Car Storage at Terminal (Days 6 - 10)	$112.56	Per Car Per Day
Railroad Car Storage at Terminal (Days 10+)	$168.85	Per Car Per Day
Railroad Car Switching (Intra-Terminal only)	$450.22	Per Car Per Move

Refrigerated Container Cargo	**Rate**	
Cold Treatment Downloads:		
File Upload (ST)	$124.66	Per Action
File Upload (OT)	$168.28	Per Action
Data Conversion and Upload (ST)	$174.52	Per Action
Data Conversion and Upload (OT)	$218.15	Per Action
Others:		
USDA Probe / Sensor Removal from Container	$116.44	Per Container
Remove and Return Controlled Atmosphere / Cold Treatment Units	$178.07	Per Container/Unit
Refrigerated Container Temperature Change	$89.04	Per Change/Per Container
Genset Preventative Maintenance	$404.08	Per Action/Per Unit
Refrigerated Container Pre-Trip Inspection (Charge applies per inspection pass or fail. Any associated yard move or drayage excluded.)	$143.85	Per Inspection
Refrigerated Container / Cold Treatment Processing Administration (Applies to any container stevedored, handled or received while under USDA Cold Treatment Protocol. Charge applies per action (i.e. charge applies for each move). Rate excludes electricity, monitoring, wharfage, download, inspection charges and other applicable charges.)	$205.48	Per Action/Per Container
Reefer Electricity	$42.79	Per Container

Vessel & Terminal Handling	Rate	
Container Unloading		
Container Throughput Charge (Full or Empty): Includes Unlashing/Lashing, Dockage, Wharfage, Crane, Receipt, and Delivery	$555.80	Per Lift
Drayage Within The Terminal		
Chassis, Containers on Chassis, or Truck Trailer, Empty or Loaded, Drayed Within The Confines of the Marine Terminal	$202.44	Per Move
Receive / Deliver THC – Automobile (POV), Trucks, Tracked Vehicles, Self-Propelled Vehicles, HH, Breakbulk	$46.21	Per unit

Equipment Services Port Operated for the Third Party	Rate	
Cranes (includes Operator)		
Crane-STS/MHC (Minimum Charge One Hour)	$866.43	Per Hour
Crane with Container Spreader or Clamshell Bucket	$2,888.06	Per Hour
Miscellaneous Equipment (excludes Operator)		
Fork Trucks (4,000/9,000 lbs. capacity)	$43.07	Per Hour
Fork Trucks (10,000-30,000 lbs. capacity))	$88.04	Per Hour
Fork Trucks (30,001-50,000 lbs. capacity)	$145.71	Per Hour
Fork Trucks (50,001 lbs. capacity)	$222.10	Per Hour
Container Handling Equipment – Top Pick / Reach Stacker	$240.37	Per Hour
Bulldozer – Skid Loader	$358.69	Per Hour
Payloader	$341.30	Per Hour
Dump Truck, Sweeper, Hustler, & Water Truck	$204.78	Per Hour
Bucket Truck	$204.78	Per Hour
Scissor Lift	$204.78	Per Hour
Plugging or Unplugging Refrigerated Containers	$52.75	Per Action
Electrical Outlets / Refrigerated Containers / Monitoring Temperature	$244.33	Per Day
Mount or Ground Container	$84.60	Per Mount or Ground
EIR	$56.29	Per EIR
Yard Hustler	$70.63	Per Hour

OT Differential in Addition to Above Rates	$81.71	Per Hour
DT Differential in Addition to Above Rates	$163.40	Per Hour

Extra Labor Rates	Rate	
Extra Labor: Straight Time	$112.19	Per Man Per Hour
Extra Labor: Overtime Time	$149.58	Per Man Per Hour
Extra Labor: Double Time	$186.97	Per Man Per Hour

Miscellaneous Services	Rate	
Other services not specifically mentioned (including third-party contractor services)	Cost +25%	
Disposal of Abandoned Cargo	Cost +25%	
Rapid Cool	$112.78	Per Pallet
Dock Returns	$18.09	Per Pallet
Full Returns	$79.53	Per Pallet
Transfer	$79.53	Per Pallet
Dumpster Fee (Non-fruit)	$4,011.78	Per Container
Dumping Fee (Breakbulk Only)	$255.89	Per Pallet
Gate passes	$0.32	Per Pass
Gate passes (Administrative Set Up Fee)	$30.97	Per Customer
Gate Pass Reinstatement Fee (Deactivation for Payment)	$309.53	Per Instance
Palletized Cargo - Labeling or Relabeling (Min 20 Pallets)	$11.47	Per Pallet
All other Cargo - Labeling or Relabeling (Min 20 tons)	$11.47	Per NT
Dunnage (subject to availability)	Cost +25%	