

# TERMINAL SERVICES TARIFF

DP WORLD Saint John INC.  
Trading as DP World Saint John



**EFFECTIVE January 1, 2021**

## **“ NOTICE ”**

Take notice that the terms and conditions of this Tariff contain provisions limiting and/or excluding liability on the part of DP World Saint John Inc. (See Definitions, Terms and Conditions and, in particular, Limitation and Exclusion of Liability).

## TABLE OF CONTENTS

<b>1.</b>	<b>PREFACE AND BASIC TERMS</b>	<b>3</b>
<b>2.</b>	<b>VESSEL CHARGES</b>	<b>9</b>
<b>3.</b>	<b>CONTAINER OPERATIONS</b>	<b>11</b>
<b>4.</b>	<b>RORO CARGO</b>	<b>19</b>
<b>5.</b>	<b>EQUIPMENT CHARGES</b>	<b>21</b>
<b>6.</b>	<b>LIMITATION AND EXCLUSION OF LIABILITY</b>	<b>22</b>
<b>7.</b>	<b>CHARGES GENERALLY</b>	<b>27</b>
<b>8.</b>	<b>VESSEL RESPONSIBILITIES</b>	<b>29</b>
<b>9.</b>	<b>CARGO</b>	<b>30</b>
<b>10.</b>	<b>DISPUTE RESOLUTION AND GENERAL TIME LIMIT</b>	<b>33</b>

## COMPANY INFORMATION

<b>Hours of Operations:</b>	Regular Office Hours	0800 to 1700 Monday to Friday, excluding Public Holidays
	Terminal Operations	24 hours per day, 7 days a week, excluding public holidays
<b>Contact Details:</b>	Tel:	(506) 696-0330
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## 1. PREFACE AND BASIC TERMS

### Short Title

This document may be cited as the “Terminal Services Tariff,” and is generally referred to as the “Tariff.”

### Publication

This Tariff is published by DPWSJ with the approval of the Authority.

### Effective Date and Changes

This Tariff shall be subject to change without specific notice and such changes will be effective from February 1, 2020 (the “**Effective Date**”), or such other date specified in the notice.

### Scope of Tariff

This Tariff and all rates, charges, terms, conditions, rules, regulations and definitions contained herein shall apply to the container and related marine operations at the Terminal (“**Terminal Services**”) and to all Users and any individual, person, firm or corporation engaged in and/or responsible for the handling of a Vessel and/or the movement of its Cargo, including but not limited to; Vessel and/or cargo agents, charterers, brokers, freight forwarders and shippers or consignees. The Terminal is owned by the Authority and operated by DPWSJ.

DPWSJ provides the Services to the Users, subject to the terms, conditions, rules, regulations and definitions of this Tariff, which shall govern the relationship between DPWSJ and such Users.

### Notice to Public

This Tariff is notice that the rates, charges, terms, conditions, exclusions from liability, limitations, rules, regulations and definitions contained herein apply to all Users of any of the services described herein, or any of the property described herein without specific notice, quotation or prior arrangement.

The use of any of the Terminal Services, the Terminal, docks, wharves, and facilities operated by DPWSJ shall be deemed complete acceptance of this Tariff and the Authority Fee Document and any revisions or supplements thereto and all such persons agree to pay all charges specified herein and to be governed by the rules and regulations appearing in this Tariff.

DPWSJ reserves the right to furnish all equipment, supplies and materials and to perform all services in connection with the Services.

### Limitations and Exclusion of Liability

Take notice that the terms and conditions of this Tariff contain provisions limiting, and/or excluding liability on the part of DPWSJ, the Authority their respective affiliates and others.

## **Charges**

All charges herein are applicable for services rendered within the scope of this tariff and explained under section 7. DPWSJ reserves the right to amend existing rates or add charges at its sole discretion as and when required.

All charges herein, when not paid or absorbed by the Vessel Owner, are for the account of the owner, shipper or consignee of the Cargo, unless otherwise specified.

All charges quoted herein are in Canadian dollars and based on performing the work during Straight Time operating periods.

**Straight Time Periods:**

Monday to Friday (excluding holidays)

08:00 am to 12:00 noon

01:00 pm to 05:00 pm

## 1.1. DEFINITIONS

In this Tariff:

**Abandoned Cargo** - means any Cargo that is under DPWSJ's control due to not having been withdrawn from the Terminal by a User or Vessel Owner, as applicable, thirty (30) days after the expiration of any applicable Free Time or the Cargo Owner has confirmed in writing that they have abandoned the Cargo.

**Authority** – means the Saint John Port Authority also known as Port Saint John (PSJ) and includes the officers, employees, servants and agents of PSJ.

**Authority Fee Document** – means the fee document in the Authority's standard public fee document, as amended, revoked, replaced or otherwise altered from time to time.

**Authority Property** – those facilities which are owned, administered or operated by the Authority and to which both this Tariff and the Authority Fee Document applies.

**Bill of Lading** - means the bill of lading issued by the Vessel Owner to distinguish a single Shipment of Cargo carried by a Vessel.

**Breakbulk Cargo** - means cargo which transits the Terminal in units or packages (not including Containers).

**Cargo** – means all Non-Containerized Cargo and Containerized Cargo.

**Cargo Owner** –includes the actual owner, agent, sender, shipper, consignee, receiver, or bailee of the Cargo, and the carrier of such Cargo to, upon, over or from the Authority Property, but does not include DPWSJ

**CBSA** – means the Canada Border Services Agency established pursuant to the Canada Border Services Agency Act, S.C. 2005, c. 38.

**Collective Agreement** – means an agreement in writing between an employer and an organization of employees that concerns, rates, charges, terms, conditions of employment.

**Containerized Cargo** - means all Non-Containerized Cargo that is in a Container, the Container in which such goods are stowed and all empty Containers.

**Container** – means a container without wheels or chassis that is rigid, reusable, capable of being mounted or dismounted using a crane with a container spreader, and that is used by Vessel Owners for transportation on board Vessels, that conforms to ISO dimensional standards and includes a container that is suitable for stacking and transporting dry, liquid gas or refrigerated Cargo, or a container that is described as flat rack, vehicle rack, liquid tank or open top.

**Container Crane** – means a crane used in loading or discharging Containerized Cargo from a Vessel at the Terminal.

**Container Storage Area** – means an area of open space provided for storing Containerized Cargo (usually in idle status).

**Container Yard** – means a place designated within the Terminal where Containerized Cargo, which are in transit between Vessels and Inland Carriers or the container freight station, are temporarily held or assembled.

**Demurrage** - means the daily charge payable on Imported and Exported Cargo which remain on the Terminal longer than the applicable Free Time.

**DPWSJ** – means DP World Saint John Inc., a corporation pursuant to the Federal laws of Canada and extra-provincially registered in New Brunswick (Regn no. 767061328) having an office at 10 King Street West, Saint John, New Brunswick, E2M 7Y5, Canada, and includes all directors, officers, employees, agents, representatives, authorized external advisors and other third parties acting on the company's behalf.

**Effective Date** - has the meaning set forth in Section 1 (Preface and Basic Terms).

**EIR** - means equipment interchange receipts.

**Export** - means the movement of Cargo from an Inland Carrier to a place of rest at the Terminal and its subsequent transfer onto a Vessel.

**Free Time** – means a period of time specified in this Tariff during which Containerized Cargo or Non-Containerized Cargo, as applicable, handled may occupy space assigned to it in the Terminal, free of storage charges, either prior to the loading to a Vessel or subsequent to the discharge from a Vessel.

**Hazardous Cargo** - means any Cargo, goods, substance or material that is listed, defined or otherwise designated as (a) "hazardous", "noxious" or "dangerous" under any applicable laws or international convention or standard including, without limitation, the International Maritime Dangerous Goods Code or the Hazardous and Noxious Substances Convention as defined in the Marine Liability Act (b) any chemical; (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any applicable laws.

**Import** - means the movement Cargo from a Vessel to a place of rest at the Terminal, and its subsequent transfer to an Inland Carrier.

**Inland Carrier** – means railway company, rail carrier, truck carrier, cartage company, tug and barge company operating within the coastal and/or inland waters, a private carrier, or any other transport vehicle that receives or delivers Cargo discharged from or to be loaded onto a Vessel.

**LOA** - means the maximum length overall of the Vessel in meters as stated on the certificate of registry or an alternate certificate document that declares the maximum length of a Vessel.

**M.T.** means that the number of Tonnes is calculated by measurement, in cubic meters, and equals 1,000 kilograms, or 2,204.6 pounds, or 1.1023 short tons, or 0.9842 long tons.

**M/E** - means that the charge is based on man-hour rates and charges for equipment rental, as set out in this Tariff.

**N.O.S.** means Cargo not otherwise specified.

**Non-Containerized Cargo** – means all goods, personal property, effects, movables, bulk cargo, Breakbulk Cargo, unitized cargo, loose cargo, not presented at the Terminal in a Container.

**Non-Working Period** - are for the purposes of calculating berthage fees limited to Christmas Day, New Year's Day and Labour Day, always subject to the Vessel in fact not being worked, meaning there is no loading or unloading of Cargo.

**Overtime** – means hours of work performed in premium pay periods as defined in a Collective Agreement.

**Period** – a period consists of four (4) hours usually referenced in this tariff against work rates, labour and equipment hire.

**Shipment** – means a single consignment of Cargo tendered on one shipping document at one time from one point of origin by one shipper for one consignee to one point of destination. A shipment which is transported by a Vessel is distinguished by a separate Bill of Lading or Waybill issued by the Vessel Owner.

**Stores** - means a Vessel's supplies.

**Straight Time** – means the hours of work defined in a Collective Agreement as regular straight time hours.

**Statutory Holidays** - means has the meaning set forth in the Collective Agreement

**Terminal** – means the terminal facility located at Port Saint John where DPWSJ performs terminal operations.

**Terminal Services** - has the meaning set forth in Section 1 (Preference and Basic Terms) of this Agreement.

**TEU** - means twenty-foot equivalent unit and in calculating TEUs, a 20' Container shall comprise one (1) TEU, a 40' Container shall comprise two (2) TEUs, and a 45' Container shall comprise two and a quarter (2.25) TEUs.

**Tonne** - unless otherwise specified, all "Tonnes" shall be regarded as freight tonnes and shall be determined by a weight Tonne of one thousand (1,000) kilograms or a measurement of one (1) cubic meter, whichever is greater.

**Transshipment** - means to transfer Cargo from one Vessel to another for further transportation to another terminal with said transfer occurring completely at the Terminal, in the case of laden Containerized Cargo, without the Containerized Cargo being destuffed or altered in form or composition.

**User** – includes any person, legal personal representative, corporation, body corporate, firm, partnership or business, whether incorporated or not, using or requesting any of the services described in this Tariff and any Cargo Owner presenting or delivering Cargo either personally or through an agent to DPWSJ for the provision of any of the services described in this Tariff.

**Vessel** – means any motor vessel, steamship, scow, barge or other watercraft that is presented for berthing at the Terminal. Reference to the Vessel includes, without exception, its owner, charterer, agent, operator and employees.

**Vessel Owner** - includes (a) the actual or registered owner, agent, operator, charterer by demise and master of the Vessel; and (b) the agents, employees, operators or charterers of the individuals set forth in sub-clause (a) of this definition.

**Verified Gross Mass (VGM)** – as defined by the International Maritime Organization (IMO) Regulation 2 of Chapter VI of the International Convention for the Safety of Life at Sea (SOLAS)

**W.T.** - means that the number of Tonnes is calculated by weight, in metric Tonnes.

**Waybill** - means the waybill issued by the Vessel Owner to distinguish a single shipment of Cargo carried by a Vessel.

**Working Periods** - means all other periods of time outside those deemed Non-Working periods.



## 1.2 CONVERSION FACTORS

The following conversion factors will be used to convert weight and measurements or other values when needed to apply to the applicable fee(s) contained in this Tariff.

<b>Converting From</b>	<b>Converting To</b>
Kilogram (“kg”): one	equals 2.2046 pounds
Litre(“L”): one	equals 0.2200 Imperial Gallons or 0.2646 U.S. Gallons
Metres (“m”): one	equals 3.2808 feet
Cubic meter	equals 1,000 Litre, or 35.315 cubic feet, or 0.08830 measurement tons (40 cubic feet), or 0.4238 MFBM, or 220.0 Imperial Gallons, or 27.50 Imperial Bushels, or 6.290 barrels (42 U.S. gallons)

## 2. VESSEL CHARGES

2.1 <u>Handling Lines (per occurrence)</u>	<b>Rate</b>
Between midnight Sunday and midnight Friday	\$1,340.00
Between midnight Friday and 19h00 Saturday	\$2,010.00
Between 19h00 Saturday and midnight Sunday	\$2,680.00
Between midnight on the eve of a holiday and midnight on the day of the holiday	\$2,680.00

### 2.2 Redocumentation

Re-documentation means reissuing or making changes to the documentation and / or billing of Cargo arising from changes in original manifests, split delivery of Shipments, forwarding instructions or services.

<b>Unit</b>	<b>Rate</b>
Per Invoice	\$51.50

### 2.3 Standby

A standby charge shall be imposed where workers are provided for a specific time and are ready to work or have started to work, but are for any reason delayed or work is cancelled.

<b>Unit</b>	<b>Rate</b>
Per Occurrence	M/E

### 2.4 Service & Facility Charge

Where a Vessel occupies a berth or is fastened-to or tied-up alongside any other Vessel occupying a berth for purposes other than Cargo handling by DPWSJ, the User and Vessel Owner:

- (a) at the request of DPWSJ, it shall provide to DPWSJ a refundable deposit in an amount determined by DPWSJ as security for any claim that may arise;
- (b) are liable on a joint and several basis to DPWSJ for any costs, expenses, damages or losses caused or occasioned as a result of the use by the Vessel and/or its crew of the Terminal; and
- (c) hereby agree to release DPWSJ from any claims whatsoever arising from or related to the use by the Vessel of the Terminal and to hold harmless and indemnify DPWSJ against any loss, damage or expense, including but not limited to, physical damage to the property of DPWSJ, claims by third parties for physical damage and/or personal injury and/or consequential loss howsoever caused or occasioned as a result of the use by the Vessel and/or its crew of the Terminal.

	<b>Unit</b>	<b>Rate</b>
	Per foot per-day or part thereof	\$1.55
Winter surcharge	From Dec 15 <sup>th</sup> to Mar 31 <sup>st</sup>	50%

### 2.5 Refundable Cleanup Deposit

The refundable clean up deposit is a deposit paid by Users when they request DPWSJ to cleanup certain debris.

<b>Unit</b>	<b>Rate</b>
N/A	By Arrangement

2.6 Security Charges

DPWSJ will provide security for all vessels and craft occupying a berth including those alongside another vessel or craft at berth. The Security Charges will also apply in the event Security is requested by Users of the facilities for other purposes than vessels or craft at berth or alongside.

<b>Unit</b>	<b>Rate</b>
Per hour	\$43.25

2.7 Services Not Otherwise Specified

DPWSJ and the User may agree in writing on other services not specified in this Tariff.

<b>Unit</b>	<b>Rate</b>
N/A	By arrangement

### 3. CONTAINER OPERATIONS

#### 3.1 Terminal throughput

Containerized Cargo throughput is counted as the movement of a Containerized Cargo from the Vessel to an Inland Carrier or from an Inland Carrier to the Vessel. It includes the movement of the Containerized Cargo between Vessel and place of rest in the Container Yard, ordinary sorting in the yard, and the movement of the Containerized Cargo to / from Inland Carrier (including loading / unloading).

An out of gauge surcharge (“**OOG Surcharge**”) is applicable per Containerized Cargo (in addition to the throughput charge) for over dimensional Containerized Cargo (using standard spreader of over height spreader) for Containerized Cargo up to six (6) feet above the top of the Container, up to two (2) feet wide and under fifty three (53) in length. Laden flat rack containers also incur an out of gauge surcharge except when loaded / discharged to / from vessel from street truck. Containerized Cargo extending more than six (6) feet above the top of a Container may be regarded as Non-Containerized Cargo for invoicing purposes.

Loaded and empty Containerized Cargo throughput that is placed on or off a truck or rail car

	<b>Unit</b>	<b>Rate</b>
<i>Truck</i>	Per Container	\$262.50
<i>Rail</i>	Per Container	\$360.00
<i>OOG Surcharge</i>	Per Container	150%

#### 3.2 Yard Rehandle

A yard rehandle covers the extra sorting, stacking or moving of Containerized Cargo in the Container Yard at the request of the User or direction of the Authority or DPWSJ and agreed upon by the User.

Containerized Cargo shall be received and spotted in the Container Yard in accordance with instructions from either the Vessel Owner or the Cargo Owner. Where instructions are not received or are changed after they are received and rehandling of Containerized Cargo is necessary, a yard rehandling charge shall be payable for each additional movement of the Containerized Cargo.

<b>Unit</b>	<b>Rate</b>
Per Container	\$80.00

#### 3.3 Gate Charge

The gate charge covers the receipt / delivery of Containerized Cargo at the gate and the unloading / loading of the Containerized Cargo from / to an Inland Carrier. It includes visual inspection of general external condition of the Containerized Cargo, and the giving and taking of EIRs. Delivery of an empty will not include opening the Containerized Cargo for inspection.

Gate charges will be applied to empty Containers declared to be a bad order by the receiving truck driver, which do not leave the Terminal.

	<b>Unit</b>	<b>Rate</b>
<i>Truck</i>	Per Container	\$41.00
<i>Rail Car</i>	Per Container	\$92.00

3.4 After Hours Gate Charge

An afterhours gate charge is charged for any Containerized Cargo received or delivered outside of normal gate operating hours.

<b>Unit</b>	<b>Rate</b>
Per quarter hour	\$465.00

3.5 Reprinting Out Gate Interchange

A reprint fee will be assessed for each reprinting of an out gate interchange.

<b>Unit</b>	<b>Rate</b>
Per Reprint	\$36.00

3.6 Seal Number Update Fee

Fee for updating the seal number of export containers at the Terminal Gate

<b>Unit</b>	<b>Rate</b>
Per Seal	\$36.00

3.7 On-Hire Fee

Fee for updating container numbers in terminal system

	<b>Unit</b>	<b>Rate</b>
<i>Minimum fee (includes updating 5 containers free of charge)</i>	Per Request	\$56.50
<i>Fee for each additional container</i>	Per Container	\$7.75

3.8 Overweight Surcharge

DPWSJ has a zero tolerance policy for handling overweight Containerized Cargo. Containerized Cargo received that exceeds the maximum payload of the Containerized Cargo is considered unsafe. All such cargo will be rejected by DPWSJ and the amount set forth below shall be assessed. The overweight surcharge is applicable for the special handling required, and DPWSJ will charge additional fees to remove excess Cargo and the party or parties causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damages including death and personal injury, legal and court expenses, directly or indirectly resulting from such unauthorized use.

<b>Unit</b>	<b>Rate</b>
Per Container	\$288.00

3.9 Specialized Cargo Gear

DPWSJ will supply the normal Cargo gear needed to effect discharging/loading of Cargo. However, in the instance of specialized Cargo gear being required for discharging or loading of special Cargo or lifts, appropriate Cargo gear will be supplied by the User. Any such Cargo gear must have up to date certification pertaining to the safety of the Cargo gear being provided. If no such documentation is available, DPWSJ reserves the right to reject such Cargo gear and shall, if possible, supply suitable Cargo gear at the User's cost.

	<b>Unit</b>	<b>Rate</b>
<i>Specialized Cargo Gear Surcharge</i>	Per Item	M/E

### 3.10 Vessel Containerized Cargo Reposition

A repositioning fee will be assessed for Containerized Cargo that is repositioned or on a Vessel without removing such Containerized Cargo from the Vessel.

	<b>Unit</b>	<b>Rate</b>
<i>Moving Containerized Cargo from cell to cell onboard Vessel within same bay</i>	Per Container	\$221.50
<i>Moving Containerized Cargo via quay from cell to dock and then to cell</i>	Per Container	\$242.00

### 3.11 Reefer Rail Supplement

A refrigerated rail supplement is a charge to cover any handling of refrigerated Containerized Cargo to or from rail operations.

<b>Unit</b>	<b>Rate</b>
Per Container	\$39.25

### 3.12 Railcar Refrigerated Containerized Cargo Cabling

A railcar refrigerated Containerized Cargo cabling charge is a charge to the railroad for installation or removal of reefer cables and generator set. This fee is consistent with the Transport Canada requirements that were introduced in 2007.

	<b>Unit</b>	<b>Rate</b>
<i>Unloading</i>	Per move	\$56.50
<i>Loading</i>	Per move	\$56.50

### 3.13 EDI or Waybill Errors

This item refers to re-work of containers which may be necessary due to billing errors (EDI or waybill) between a shipping line and their rail provider. Billing errors may require the removal of containers from a loaded rail track, interfere with the release of a loaded track and cause unnecessary delays to other customers. Any rehandles required will be billed in addition to the EDI/Waybill error charge.

<b>Unit</b>	<b>Rate</b>
Per Container	\$77.25

### 3.14 Export Change of Status Charge

Export change of status charges are charges assessed on any Export Containerized Cargo received on dock where the booking is subsequently rolled to the next Vessel, the port of discharge is changed or there is any status change to the Containerized Cargo. This is in addition to any Demurrage levied but includes all Yard Rehandling.

<b>Unit</b>	<b>Rate</b>
Per Container	\$158.75

3.15 Plugging and Unplugging Refrigerated Containers

A fee will be assessed for the service of plugging or unplugging the power cable of mechanical refrigerated Containerized Cargo into or from the electrical service outlets provided, and switching the power supply on / off.

Unit	Rate
Each time performed	\$46.50

3.16 Electric Power for Refrigerated Containerized Cargo (includes monitoring)

A fee will be assessed for DPWSJ providing electrical power for refrigerated Containerized Cargo. The use of service outlets and electricity and charge shall be imposed for each calendar day or fraction thereof. DPWSJ will exercise reasonable care to provide adequate and continuous electrical power for refrigerated Containerized Cargo but does not guarantee that such power will always be provided. DPWSJ is not responsible for, and has no liability for any loss or damage to Cargo, in the event of any electrical power failure.

Unit	Rate
Calendar day or part	\$62.00

3.17 Sweep or Vacuum Containerized Cargo

The fee for sweeping or vacuuming Containerized Cargo covers the clearing and sweeping of dunnage or debris from Containerized Cargo and / or the internal washing or steam cleaning of the Containerized Cargo.

Unit	Rate
20 ft. Container	By arrangement
40 ft. Container	By arrangement

3.18 Application / Removal of Placard

The fee for applying or removing placards covers the costs of removing or applying a placard. All labels or placards are to be provided by the customer.

Unit	Rate
Per Container	\$77.25

3.19 Application / Removal of Seals

The fee for applying or removing seals covers the costs of removing or applying a seal. All seal are to be provided by the customer.

Unit	Rate
Per Seal	\$77.25

### 3.20 CBSA Inspections

DPWSJ will assess a charge against Containerized Cargo that is inspected by CBSA as follows;

<b>Unit</b>	<b>Rate</b>
CBSA pier exam	\$154.50
CBSA destuff exam	By arrangement
CBSA Random Inspection from vessel or rail	By arrangement
CBSA radiation portal exam	\$180.25

### 3.21 Surveying

For an additional surveying fee, Containerized Cargo may be made available in a safe location for inspection by surveyor(s). Surveyor(s) will be escorted to the location by an agent or employee of DPWSJ or the Authority. Machinery, if required, will be made available at the earliest convenience for use by the surveyor. The survey fee does not include cost of labour and equipment that maybe required to conduct the survey. These services will be supplied at rates by arrangement based on the scope of work.

<b>Unit</b>	<b>Rate</b>
Per Survey	\$154.50

### 3.22 Empty Container Storage

Empty Container storage is the service of providing open or ground space in the Container Storage Area for empty Containers in idle status. Empty Containers will be accepted for storage at the Terminal only if there is sufficient designated space available to accommodate them.

Empty Containers accepted for storage will be assembled in a block stow configuration separated by owner, size and general type only. Normal retrieval of Containers will be on the basis of first Container available. Requests to redeliver specific Containers which may result in the need to dig within the storage pile will be assessed a Container handling charge for each additional Container move required.

Storage charges for empty Containers are payable from the time of delivery to a Container Storage Area, shall be invoiced each month and shall be calculated according to the number of Containers in storage each day of the month covered by the invoice.

In the event of non-payment for the storage or evacuation of empty Containers, or in the event of insolvency of a Vessel Owner or User that provided empty Containers to the Terminal, DPWSJ shall have a general lien over the empty Containers in accordance with the provisions of Section 9.8, including, without limitation, the right to sell the empty Containers that are subject to the lien by public auction or private sale without notice to the User or owner of the empty Containers.

The reporting of damage to Containers on EIRs is limited to obvious external damage that can be readily seen by the human eye. Normal wear and tear, such as minor scrapes, dents and bruises which do not interfere with the serviceability of the equipment, and hidden damage which cannot be seen at the time the inspection is made (such as hairline cracks, pin holes, etc.) and the condition of floors and the undercarriage of Containers are specifically excluded.

<b>Unit</b>	<b>Rate</b>
TEU per day	\$12.50



### 3.23 Demurrage

Following the expiry of any applicable Free Time, all Containerized Cargo is subject to Demurrage. Demurrage rates are assessed on and including any part or partial days. Demurrage may be prorated for Containerized Cargo with multiple Bills of Lading or Waybills and multiple parties being charged may be provided. The basis for proration will be calculated on the basis of the measurement of the Cargo.

The earliest receiving date applicable for an Export rail Containerized Cargo is seven (7) calendar days prior to a Vessel's cut-off and for an Export truck Containerized Cargo is three (3) working days prior to Vessel cut-off.

The Free Time on all Exports shall be seven (7) calendar days prior to the date of the applicable Vessel's actual arrival.

The Free Time on all Imports shall be calculated as follows:

<b>Truck</b>	All Imports received for truck shall have five (5) gate working days Free Time following Vessel release which is usually after the Vessel completion.
<b>Rail</b>	All Imports received by rail shall have three (3) calendar days Free Time following the day the Vessel that unloaded the Containerized Cargo is released, which is usually the Vessel completion date, <u>provided</u> , that where rail Containerized Cargo are pre-cleared or traveling in bond & no holds are placed on them.
<b>CBSA</b>	All Imports received subject to CBSA examination shall have three (3) working days Free Time following return of the Containerized Cargo from customs exam or any removal of customs hold, as applicable. The days include day of delivery or day hold is removed.

Demurrage on Import Containerized Cargo, including empty Import Containerized Cargo, is paid as follows:

	<b>Unit</b>	<b>Rate</b>
<i>First five (5) calendar days following Free Time (including day of receipt)</i>	TEU per day	\$10.30
<i>Everyday thereafter</i>	TEU per day	\$18.00

Demurrage on Export Containerized Cargo, including empty Exports, is paid as follows:

<i>First seven (7) calendar days following Free Time (including days of receipt)</i>	TEU per day	\$10.30
<i>Everyday thereafter</i>	TEU per day	\$18.00

Demurrage is due and payable on a joint and several basis by the User, Cargo Owner and the Vessel Owner that carried the Containerized Cargo in the case of an Import shipment, or the Vessel Owner that was scheduled to carry the Containerized Cargo in the case of an export shipment.

After thirty (30) calendar days, the User, Cargo Owner or Vessel Owner, as applicable, must have the written authorization of DPWSJ to keep the Containerized Cargo on the Terminal. And beginning on the thirty first (31st) day such Containerized Cargo, at DPWSJ's sole option, shall be (a) returned to the User, Cargo Owner or Vessel Owner, as applicable; (b) subject to all applicable Demurrage; (c) considered Abandoned Cargo and assessed a penalty in accordance with Section 3.29 (Abandoned Cargo and Containers); and/or (d) subject to a lien and the power of sale in accordance with Section 9.8 (Lien and Power of Sale).

### 3.24 Dangerous and Hazardous Cargo

The acceptance, handling or storage of explosives or excessively inflammable or Hazardous Cargo will be (a) subject to obtaining prior written approval from the Authority and DPWSJ, (b) subject to making prior special written arrangements with DPWSJ, (c) governed by the rules and regulations of the *Transportation of Dangerous Goods Act, 1992*, S.C. 1992, c. 34 and any other applicable Federal or Provincial laws and regulations, and (d) the provisions set out in Sections 8.2 (d) and 9.9. DPWSJ, at its discretion, may assess additional charges for handling Hazardous Cargo (e.g., disposal fees, equipment costs, costs associated with contracting appropriate safety personnel such as firefighters or medical staff) in addition to the rates defined in this Tariff and it may refuse to handle any Cargo or provide storage, which in its sole judgment could cause damage to human health, other Cargo or property.

Hazardous Cargo must be presented in accordance with International Maritime Organization (“IMO”) regulations and a detailed description of the Hazardous Cargo, including its IMO code and rating must be provided to DPWSJ in writing and in advance by the User, Cargo Owner or the Vessel Owner.

	<b>Unit</b>	<b>Rate</b>
<i>Extra services required in handling Hazardous Cargo</i>	N/A	M/E
<i>Surcharge for handling Hazardous Cargo including tanks</i>	Per Container	\$231.75

### 3.25 Security Surcharge

DPWSJ will assess a security charge against each laden Containerized Cargo passing through the Terminal (i.e., Imports and Exports) or Transshipment. Security surcharge will not be assessed on an empty Container except when the container is carried as chargeable freight

<b>Unit</b>	<b>Rate</b>
Laden TEU	\$ 4.12

### 3.26 Verified Gross Mass (VGM) Service

The service of weighing Containerized Cargo on a certified scale and provision of a VGM weight. Service includes placing the Containerized Cargo on the scale, issuing a scale ticket after each weighing and placing the cargo into the appropriate section, ready to load to the vessel.

Container scales used in this service are calibrated and serviced by technicians approved by Measurement Canada. VGM information will be issued to the shipper for recording purposes.

The terminal may have limitations for this service and reserves the right to set up appointments based on volume, ERD, cut offs and other operation requirements

<b>Unit</b>	<b>Rate</b>
Per scale ticket	\$159.75

### 3.27 Minor Damage

Notwithstanding DPWSJ’s other rights and obligations under this Tariff, DPWSJ, at its sole discretion, may assess a charge against any User that damages DPWSJ’s property or the Terminal. Any charge so assessed is without prejudice and in addition to DPWSJ’s other rights or remedies under this Tariff to recover their actual loss.

<b>Unit</b>	<b>Rate</b>
Per Incidence	\$159.75

### 3.28 Security Breaches

Notwithstanding DPWSJ's other rights and obligations under this Tariff, DPWSJ, at its sole discretion, may assess a charge against any User each time that User breaches any of DPWSJ's security rules and regulations, in compliance with *Marine Transportation Security Act*, S.C. 1994, c.40 (the "MTS Act") and the *Marine Transportation Security Regulations*, SOR/2004-144 (the "MTS Regulations")

Unit	Rate
Per Incidence ( First Offence)	\$540.75
Per Incidence ( Second Offence)	\$1,700.00

### 3.29 Abandoned Cargo and Containers

Notwithstanding DPWSJ's other rights and obligations under this Tariff, DPWSJ, at its sole discretion, may assess a charge against any User or Vessel Owner that leaves Abandoned Cargo at the Terminal. Any charge so assessed is without prejudice and in addition to DPWSJ's other rights or remedies under this Tariff, including, without limitation, the rights set out in Section 11.3 (Compulsory Removal of Cargo) and Section 11.7 (Lien and Power of Sale).

Unit	Rate
Per Container or unit of Cargo, as applicable	\$5,425.00

### 3.30 Container Off Hires

The fee for requesting that a container go off hire is calculated and billed as 2 terminal rehandles.

Unit	Rate
Per Off Hire	\$158.75

### 3.31 Backward Facing Containers

The fee is for discharging any container that is placed in the wrong direction on the vessel at the load port.

Unit	Rate
Per Container	\$77.50

### 3.32 Digital Photographs

Unit	Rate
Per Container	\$39.25

### 3.33 Hatch Covers

The fee is for handling of hatch covers from vessel to quay or from quay to vessel and is charged per occurrence.

Unit	Rate
Per Hatch Cover	\$309.00

#### 4. RORO CARGO

RORO Cargo rates set forth below shall apply to all Cargo that fulfills the following conditions:

- (a) Wheeled or tracked
- (b) Self-propelled (excluding mafies)
- (c) All units can be operated or driven at time of receiving, handling, loading or discharging to or from vessel, rail or road trailers.
- (d) Excludes any equipment rental

##### 4.1 Loading or Discharging

		<b>Rate</b>
Autos upto 2.5MT	Per Unit	\$69.00
Autos above 2.5MT to 5.0 MT	Per Unit	\$100.00
Self-propelled Buses / Trucks	Per Unit	\$288.50
Tracked, Slow moving vehicles	Per Unit	\$391.50
Mafies	Per Unit	\$463.50

##### 4.2 Provision of Fuel

Provision of fuel is for any automotive units handled within the terminal and subject to availability. DPWSJ provides all fuel to the best of its ability and will not be held liable nor responsible for the quantity, quality or standard of fuel supplied.

Cost of Fuel	Per Litre	Cost plus 10%
Fueling Charge	Per Vehicle	\$46.50

##### 4.3 Stalled vehicles requiring service

In the event that any RORO cargo stalls or is inoperable on board vessel, the yard or anywhere within the terminal, DPWSJ will provide the following services to assist with the movement of any stalled units against the application of the relevant fee:

Battery Boost / Jump Start	Per Unit	\$119.00
Towing of stalled unit	Per Unit	\$154.50

DPWSJ will not be held liable or responsible for the condition of the cargo or any subsequent damage arising as a result of any of the above services being carried out.

##### 4.4 RORO Cargo Storage (Covered)

Covered storage is subject to availability and offered at the discretion of DPWSJ at the following rates, and apply after the first 5 calendar days subject to availability (free time):

	<b>Unit</b>	<b>Rate</b>
Autos	Per Day or part thereof	\$51.50
Trailers, Buses	Per Day or part thereof	\$82.50
Others	Per Day or part thereof	\$103.00

4.5 RORO Cargo Storage (Open)

All RORO storage by default is within open areas and yards inside the terminal at the following rates, and apply after the first 10 calendar days (free time):

	<b>Unit</b>	<b>Rate</b>
Autos	Per Day or part thereof	\$15.50
Trailers, Buses	Per Day or part thereof	\$20.50
Others	Per Day or part thereof	\$31.00

4.6 Security Assessment Fee

All cargo (self-propelled or otherwise) received at or delivered from the terminal will incur a Security Assessment Fee as follows:

<b>Description</b>		<b>Rate</b>
Autos upto 10.0 MT	Per Unit	\$38.00
Autos above 10.0 MT	Per Unit	\$58.75
Trailers, Buses	Per Unit	\$69.00
Tracked, Slow moving vehicles	Per Unit	\$79.50
Breakbulk, General Cargo	Per Tonne	\$1.25

## 5. EQUIPMENT CHARGES

### 5.1 Equipment hire

<b>CONTAINER CRANE</b>	<b>Unit</b>	<b>Rate</b>
Container Crane (use of one Container Crane)	Hour (Minimum charge is four (4) hours)	\$825.00

The period of hiring a Container Crane excludes the preparation and positioning time at the beginning of the period of hire and the shutdown time at the end of the period of hire.

Where a Container Crane is used for any period of time for which the operators are entitled to Overtime pay, the difference between the Straight Time costs and the Overtime costs for that period shall be charged to the User.

Where a User requests the use of a Container Crane and, after the Container Crane has been made available, fails to make use of the Container Crane, he shall be liable for all labour costs incurred.

<b>TERMINAL EQUIPMENT *</b>	<b>Unit</b>	<b>Rate</b>
Lift Trucks (upto 3,629 kg)	Hour	\$ 77.25
Lift Trucks (between 3,629 kg and 6,803 kg)	Hour	\$128.75
Reach Stacker (upto 40,000 Kgs)	Hour	\$283.25
Top Lifter (upto 35,000 Kgs)	Hour	\$283.25
Tractor	Hour	\$128.75
Tug Master	Hour	\$283.25
Pressure Washer	Hour	\$56.75
Steam Washer	Hour	\$77.25

\* The above equipment rental does not include labour cost.

## 6. LIMITATION AND EXCLUSION OF LIABILITY

### 6.1 Limitation and Exclusion of Liability

The following are general terms and conditions of this Tariff that apply to the provision of all Terminal Services referred to in this Tariff. For the avoidance of doubt, unless there is a superseding written agreement with DPWSJ, the terms and conditions of this Section 6 (Limitation and Exclusion of Liability) shall apply to all Users that are receiving Terminal Services and shall apply to all Users.

### 6.2 Injury to Persons (Including Death) – Limitation of Liability

DPWSJ shall not be liable for the death of or personal injury to any persons, including but not limited to passengers and crew of a Vessel, occurring in or about the Terminal, unless such personal injury or death occurs directly and solely as a result of the proven negligence or willful misconduct of DPWSJ and unless the person sustaining such personal injury or death is not a worker within the meaning of Section of the *Worker's Compensation Act of New Brunswick*, who sustained such personal injury or death in the course of their employment.

### 6.3 Basis of Liability

Other than in cases involving property damage, personal injury or death, the total liability of DPWSJ to a User (if any) for the failure to properly perform any of the Terminal Services is limited to refunding the amount paid by the User for such services and is subject to the liability ceiling amount referred to in Section 6.13 (Liability Ceiling Amount).

### 6.4 Delay – Exclusion of Liability

DPWSJ shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by delay in loading, unloading, receiving, delivering or handling of any Cargo arising from any cause whatsoever, including but not limited to negligence, error, act, omission or willful misconduct of DPWSJ.

### 6.5 Mixed Cargo – Limitation of Liability

DPWSJ will not acknowledge the receipt of or have any responsibility or liability whatsoever for any Cargo that is unloaded from a Vessel in such a manner that they are likely to be mixed with Cargo covered by more than one Bill of Lading or Waybill, unless an employee or agent of DPWSJ is given sufficient time and opportunity to sort, count and inspect the Cargo, and DPWSJ has been paid by the User to sort, count and inspect the Cargo.

The record of sort, count or damage compiled by DPWSJ shall in the event of any claims being made against DPWSJ for loss, damage or expense be deemed to be an accurate record of sort, count or damage of the Cargo upon receipt from the Vessel.

6.6 Damage – Exclusion of Liability

DPWSJ shall not be liable for any loss or destruction of or damage to Cargo, Containers, chassis or any other property whatsoever unless in each and every case:

- a) the loss, destruction or damage occurred directly and solely as a result of the proven negligence or willful misconduct of an officer or employee of DPWSJ while acting within the scope of his duties or employment; and
- b) within:
  - i) thirty days after the Cargo, Containers, chassis or property were removed or should have been removed from Terminal, notice of the loss, destruction or damage and the general nature thereof is given in writing to DPWSJ; and,
  - ii) six months following the incident alleged to have caused the loss, destruction or damage, a detailed and final claim is given in writing to DPWSJ; and
- c) legal proceedings to enforce a claim for such loss, destruction or damage are brought against DPWSJ within one year following the incident alleged to have caused the loss, destruction or damage.

6.7 Damage – Amount of Liability Limited

DPWSJ shall not be liable in any event for any loss or destruction of or damage to Cargo, Containers, chassis or any other property whatsoever in any amount exceeding:

- a) In the case of Cargo:
  - i) the landed cost of the Cargo, including invoiced cost as paid to the supplier, plus freight, insurance and any duty paid and not refundable, minus any salvage market value; or,
  - ii) five hundred dollars (\$500.00) per package or per customary freight unit, whichever is less, unless the nature and value of the Cargo is declared in writing to DPWSJ at or before the time the Cargo is received on the Terminal, in which case the liability of DPWSJ shall be limited to the landed cost of the Cargo described in clause a) i) above. For the purpose of clause a) ii) hereof, where Cargo is received or handled by DPWSJ within a Container, trailer or boxcar, the Container, trailer or boxcar and not the number of articles therein shall for the purpose of clause a) ii) be deemed to be a package or customary freight unit.
- b) In the case of Containers, chassis or other property,
  - i) the replacement value of the Container, chassis or other property, minus any salvage market value; or,
  - ii) five hundred dollars (\$500) per package or unit,

whichever is less. For the purpose of clause b) ii) hereof, a Container and a chassis shall be for the purpose of clause b) ii) be deemed to be a package or unit.



6.8 Exclusion of Liability for Indirect or Consequential Damage or Loss

Notwithstanding any other provisions of this Tariff, DPWSJ shall not be liable for any economic loss or loss of profit or bargain or for any indirect or consequential damages or loss whatsoever, whether or not caused by or arising from negligence or willful misconduct of DPWSJ.

6.9 Vessels and Floating Assets at Vessel Owner's Risk

Every Vessel, float, derrick, pile driver or section of logs or part thereof that is moored or berthed at or adjacent to the Terminal or in the process of arriving or departing there from shall be at the sole risk of the Vessel Owner and/or User. DPWSJ makes no representations or warranty as to the safety, fitness or suitability of any dock at the Terminal or the Terminal for any Vessel.

6.10 Exclusions, Exemptions and Limitations in Bills of Lading, Waybills and Passenger Tickets Applicable

DPWSJ, its officers and employees shall in addition be entitled to the same rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of carriage as are set out in the Vessel Owner's favour in any Bill of Lading, Waybill or similar document relating to the Cargo in question and, in the case of a Vessel carrying passengers, any passenger tickets or contracts between the Vessel Owner and such passenger.

The Vessel Owner will include DPWSJ or arrange to have it included as an express beneficiary, to the extent of the services to be performed hereunder, of all rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of carriage, as evidenced by its standard Bills of Lading, Waybills and / or passenger tickets, as issued by the Vessel Owner, and in the case of ad valorem Cargo, the Vessel Owner agrees to hold DPWSJ harmless from and indemnify it against any resultant increase in liability.

In the event the Vessel Owner is not the carrier of the Cargo to be handled by DPWSJ, the Vessel Owner expressly agrees that all rights, immunities, exceptions, exemptions, restrictions and liability limitations contained in the involved carrier's applicable Bill of Lading, Waybill or similar document relating to the Cargo shall enure to the benefit of DPWSJ. The Vessel Owner agrees that in no event shall DPWSJ have any liability in excess of that of the carrier respecting loss or damage of Cargo and agrees to indemnify and hold harmless the Authority, DPWSJ, and any of their agents, servants or employees (and any other person, firm or corporation engaged by the Authority and DPWSJ to furnish labour, materials or equipment relating to the receipt or handling of Cargo or Vessels at the Terminal) from and against all losses, claims, demands and suits for damages (including court expenses and counsel fees), for death or personal injury or property damage that may be imposed upon the Authority and DPWSJ or any of its agents, servants, employees or contractors by any Vessel Owner carrier, User or a Cargo Owner (or their agents or employees) as a consequence of Terminal Services.

6.11 No Right of Deduction or Set-Off

Notwithstanding any liability or alleged liability of DPWSJ or otherwise, Users and any other persons responsible for charges under this Tariff, shall not be entitled by reason of any such liability or alleged liability to any deduction from, reduction of, set-off against or waiver of any charges payable under this Tariff, all of which shall be paid in full as and when due.

6.12 Exclusions, Exemptions and Limitations are Cumulative

The exclusions, exemptions and limitations of liability set forth herein either expressly or by reference are cumulative and are in addition to and not in substitution for or in limitation of any other clauses excluding, exempting or limiting liability as set forth in this Tariff or any other exclusions, exemptions or limitations of liability upon which DPWSJ may rely at law or in equity.

6.13 Liability Ceiling Amount

The maximum aggregate liability, if any, of DPWSJ arising out of a single incident or series of incidents arising from a common cause shall not exceed the amount of \$750,000. In the case of loss or damage to a Vessel and / or her equipment, the maximum liability of DPWSJ is \$500,000 and in the case of loss or damage to Cargo, the maximum liability of DPWSJ is \$250,000.

6.14 Authority

In addition to and not in substitution for or in limitation of the exceptions, exemptions, immunities and limitation of liability provisions set out in the Authority Fee Document, the Authority and its employees shall be also entitled to the same exceptions, exemptions, restrictions and limitation of liability provisions set out in this Tariff as are applicable to DPWSJ.

6.15 Weather Damage

The Authority and DPWSJ shall not be responsible for damage to Cargo, chassis or any other property whatsoever caused by the weather while in outside storage or in transit or on Terminal.

6.16 Container Crane

6.16.1 DPWSJ makes no representations or warranties whatsoever as to the condition or fitness of a Container Crane or the competence of a Container Crane operators or any personnel whomsoever involved directly or indirectly in the preparation, position, movement, use, operation or shut-down of any Container Crane.

6.16.2 DPWSJ shall have no liability whatsoever for any loss, damage or expense, whether involving economic loss, physical loss or damage, or personal injuries or death, arising from or in any way related to the preparation and / or positioning of a Container Crane prior to or during operations, as well as the use or operation of a Container Crane during the period of hire or the shut-down time of a Container Crane following the end of operations. The Vessel Owner, Cargo Owner and/or User shall indemnify, defend and hold harmless DPWSJ from all claims, demands, causes of action or liability, whether in contract, tort or otherwise, arising from or in any way related to the preparation and / or positioning of a Container Crane prior to the beginning of the period of operations, including but not limited to claims for economic loss, physical loss or damage, or personal injuries or death, together with all expenses and costs of any nature or kind whatsoever arising therefrom.

6.16.3 The Vessel Owner, Cargo Owner and/or User shall indemnify, defend and hold harmless DPWSJ from any and all loss, damage and expense incurred by DPWSJ arising from or in any way related to the preparation and / or positioning of a Container Crane prior to the beginning of the period of operations, the use or operation of a Container Crane during operations or the shut-down time of a Container Crane following the end of operations, which loss, damage and expense shall include but shall not be limited to all physical damage to property of DPWSJ or for which DPWSJ is responsible, physical damage to a Container Crane, damage to the Authority's property and all

economic loss to DPWSJ including but not limited to loss of revenue and loss of business. The liability of the Vessel Owner, Cargo Owner and/or User under this Section 6.16.3 and under Section 6.16.2 shall be joint and several.

- 6.16.4 The provisions of Sections 6.16.1, 6.16.2 and 6.16.3 of this Tariff shall apply whether or not any damage, loss, expense or claims arise directly or indirectly as a result of the act or omission of DPWSJ, its officers, employees, servants or agents or any other person whomsoever for whose conduct or actions DPWSJ might otherwise be legally responsible, even if such act or omission constitutes negligence or willful misconduct. The provisions of Sections 6.16.1, 6.16.2, 6.16.3 and 6.16.4 shall apply notwithstanding any other term or condition of this Tariff, unless any such provision conflicts directly with the terms or conditions of the Authority Fee Document, in which case the Authority Fee Document shall apply but only to the extent of any such conflict.

## 7. CHARGES GENERALLY

### 7.1 Charges Generally

Charges under this Tariff generally are:

- a) based on performing the work during Straight Time operations;
- b) in addition to charges prescribed by any other tariff, notice or by law, or that may be owing to the Authority or DPWSJ;
- c) due and payable as soon as they are incurred, or upon completion of such service or use. DPWSJ reserves the right to require payment of charges in advance, as follows:
  - by the Vessel, its owners or agents before Vessel commences its loading or discharging operation;
  - by the Cargo Owner before Cargo leaves the custody of DPWSJ; or,
  - right is reserved by DPWSJ to require payment of all charges on perishable Cargo or of doubtful value and household goods; and
- d) payable to DPWSJ at the address shown on the invoice.

### 7.2 Taxes

All amounts payable to DPWSJ pursuant to this Tariff do not include any value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges, (collectively "**Sales Tax**") and all Sales Taxes are the responsibility and for the account of the person(s) by whom the charges pursuant to this Tariff are payable. If DPWSJ is required by law or by administration thereof to collect any applicable Sales Taxes from a person responsible for payment of charges pursuant to this Tariff, such person shall pay such Sales Taxes to DPWSJ concurrently with the payment of any charges payable pursuant to this Tariff, unless such person qualifies for an exemption from any such applicable Sales Taxes, in which case such person shall, in lieu of payment of such applicable Sales Taxes to DPWSJ, deliver to DPWSJ such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed.

Any exemption claimed from Sales Taxes extended by DPWSJ to any person is without prejudice to the position of DPWSJ, which is entitled to charge such person by whom the exemption has been claimed with Sales Taxes at any subsequent date should the taxing authorities determine that the Cargo and services provided pursuant to this Tariff are taxable.

### 7.3 Payment of Charges

All charges herein, when not paid or absorbed by the Vessel Owner, are for the account of the User. On Import and Export traffic moving in connection with Vessel Owners, provisions for complete or partial payment or absorption of terminal charges are contained in Vessel Owner's tariff. Cargo Owners are urged to consult with the Vessel Owner's tariff for accurate determination of applicable terminal charges if any, for the account of Cargo.

Where credit approval is granted by DPWSJ, the charges prescribed by this Tariff are payable within seven (7) days from the date due and, where any charge is not paid within that time, an additional charge of one and on-half percent of any such charge shall be imposed for each thirty (30) day period or portion thereof during which it remains unpaid, which additional charge is equivalent to eighteen percent (18%) per annum. A failure to pay for more than ninety (90) days may cause a lien to be placed on the Cargo handled and the responsible party may be denied further use of the Terminal until all outstanding charges have been paid.

7.4 Calculation of Charges

Where a charge, excepting Demurrage, imposed in respect of any Cargo is based on either weight or measurement, it shall be calculated on the weight or measurement of the Cargo, whichever is greater.

No invoice shall be issued where the amount of the charges incurred is less than \$2.00 (two dollars).

7.5 Minimum Billing Charge

All invoices issued by DPWSJ for any service, or combination of services, as provided in this Tariff shall be subject to a minimum billing charge of \$20.00 per invoice.

7.6 Reduction of Charges

No reduction of charges provided in this Tariff shall operate to reduce the amount payable for any service below minimum charge for that service set out in this Tariff.

7.7 Materials Supplied

Charges for any material furnished in connection with any services performed by DPWSJ shall be based on the actual cost of the material plus fifteen percent (15%).

7.8 Verification of Weights and Measurements

Shipping weights and measurements shown on Bills of Lading, Waybills or other shipping documents are subject to checking by DPWSJ and the actual scale weight or measurement of the Shipment as determined by DPWSJ will govern rating and billing.

7.9 Rates Subject to Change

The rates set out in this Tariff, revisions or supplements thereto, are based upon ordinary traffic and labour conditions. If and when these conditions change because of demands of labour for increased wages, strikes, congestions or other causes not reasonably within the control of DPWSJ, resulting in an increased cost of service, the rates are subject to change without notice or the charge for the services may be assessed on the basis of man-hour and equipment.

7.10 Charter Party Agreements, Sales Contract, etc.

The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a Vessel, the Vessel Owner, the Vessels' agent or operator, of any charge properly assessable against same, shall not relieve said Vessel, the Vessel Owner, the Vessels' agent or operator from liability for the payment of such charge under this Tariff.

## 8. VESSEL RESPONSIBILITIES

### 8.1 Vessel Security

The Vessel Owner shall ensure that the Vessel shall comply in all respects with the requirements of the *Marine Transportation Security Act*, S.C. 1994, c. 40 (the “**MTS Act**”) and the *Marine Transportation Security Regulations*, SOR/2004-144 (the “MTS Regulations”) made pursuant to the MTS Act and warrants that the operator of a Vessel as defined in the MTS Regulations will comply with all requirements of the MTS Act and the MTS Regulations and any amendments thereto.

### 8.2 Vessel Liability

The Vessel Owner shall indemnify, defend and save harmless DPWSJ, and the Authority from all costs, expenses, damages or losses whatsoever which they may incur, including but not limited to consequential and economic loss, caused directly or indirectly by:

- a) the failure of the Vessel or the operator of a Vessel to comply with the requirements of the MTS Act, the MTS Regulations and any amendments thereto as referred to in Section 10.1 (Vessel Security) of this Tariff.
- b) the Vessel making contact with a dock at the Terminal, a Container Crane located at the Terminal or other property or equipment located at the Terminal;
- c) the negligence of the Vessel Owner, its servants or agents; and
- d) the inherent nature of the Cargo as presented to the Terminal for handling and storage, whether designated as Hazardous Cargo or not.

In the event any of the above mentioned events occurs, DPWSJ reserves the right to repair, or otherwise cause to be repaired, any and all such damage at the expense of such Vessel Owner. Where a Vessel has approved a stowage plan and stability calculations prepared by DPWSJ, that Vessel shall be solely responsible for the stowage of Containerized Cargo on board the Vessel and for the stability of the Vessel. Without limiting the generality of the forgoing, DPWSJ shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by DPWSJ having prepared a stowage plan and/or stability calculations, including, but not limited to, negligence, error, act, omission or willful misconduct of DPWSJ.

### 8.3 Representation as to ownership of a Vessel

Any User that is not the actual or registered owner of the Vessel berthed or being provided Terminal Services at the Terminal, by requesting the Terminal Services, represents and warrants that they are doing so on their own behalf and on behalf of the actual or registered owner of the Vessel.

## 9. CARGO

### 9.1 Cargo Received or Delivered

Cargo is received for Shipment when the terms of the dock receipt or other document approved or issued by DPWSJ have been accomplished. Cargo is delivered when the terms of the delivery order or other document approved by DPWSJ have been accomplished. Cargo received at the Terminal that is waiting for a Vessel or an Inland Carrier to arrive is in transit until other specific arrangements for its care and custody are made by the Cargo Owner, Vessel and/or Inland Carrier with DPWSJ. Notwithstanding terms of sale and other considerations or agreements, Cargo in transit in or on the Terminal is under control of the Vessel involved and subject to the terms and conditions of its Bill of Lading, Waybill or contract of affreightment issued until loaded on board, released by accomplishment of delivery or released to and accepted by DPWSJ for other custody.

In the event of any claim made against DPWSJ for damage to, loss or destruction of Cargo, DPWSJ will, notwithstanding the provisions of this Section 9 (Cargo), have the benefit of any provisions of this Tariff by which the liability of DPWSJ is excluded or limited.

### 9.2 Redelivery and Transshipment Cargo

The charge or charges on Cargo received at the Terminal for delivery to a Vessel which, due to conditions unforeseen at the time of receipt, must be redelivered to a land carrier, or similarly, Containerized Cargo received at the Terminal, or Non-Containerized Cargo which is stuffed into Containers at the Terminal and which is subsequently diverted for Transshipment by the Vessel Owners in lieu of a direct call of a Vessel, shall be the same as that applicable to Cargo loaded to a Vessel making a direct call.

For Cargo which is Transshipped, all charges will be charged in accordance with the rates and charges as defined in this Tariff for Import and Export Cargo respectively which is charged once only.

### 9.3 Compulsory Removal of Cargo

The Authority or DPWSJ may, by written notice to the Cargo Owner, require the removal of a Cargo Owner's Cargo (a) that, in DPWSJ's sole discretion, it deems likely to damage human health, other Cargo or other property; or (b) that is on Terminal after the expiration of any Free Time. Such removal shall be, on a joint and several basis, at the expense of the Cargo Owner and the Vessel Owner that carried the Cargo in the case of an Import Shipment, or the Vessel Owner that was scheduled to carry the Cargo in the case of an Export Shipment. Upon the receipt of such notice, the Cargo Owner or said Vessel Owner shall remove the Cargo immediately. This provision does not apply to Cargo on the Terminal that is under lease to any person or allotted to any person by the Authority.

DPWSJ may, at the risk and expense of the Cargo Owner or the said Vessel Owner, remove, store, relocate or dispose of any Cargo that is left on Terminal for more than seven (7) days after the expiration of any Free Time, or at any time after the Cargo becomes Abandoned Cargo. DPWSJ shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission or the negligence of DPWSJ, in respect of the removal, storing, relocating or disposing of Cargo under this Section 9.3.

Where, in the opinion of DPWSJ, any Cargo is not packed in such a manner that it will withstand handling while in transit; DPWSJ may without responsibility for Demurrage, loss or damage attaching:

- a) refuse to permit the Cargo to be shipped; or,
- b) have the Cargo repacked at the expense of the Cargo Owner.

DPWSJ may, at the risk and expense of the Cargo Owner, reject or remove from Terminal any Cargo that, in the opinion of DPWSJ, is likely to contaminate or endanger other Cargo.



DPWSJ reserves the right to withhold delivery of Cargo until all accrued terminal charges and / or advance charges against the Cargo have been paid in full.

#### 9.4 Goods Requiring Refrigeration

Where refrigerated Cargo is to be loaded on or unloaded from a Vessel, the Vessel Owner shall:

- a) arrange for the consignee of the refrigerated Cargo to take immediate delivery when they are unloaded; or,
- b) arrange for delivery of the refrigerated Cargo for outward movement at a proper time in order to permit the handling and loading of them on the vessel without delay, whichever is appropriate.

Except in respect of the services described above, DPWSJ will not be responsible for the cost of special handling of Cargo that require refrigeration or from additional services, Overtime or deterioration in respect of such Cargo.

#### 9.5 Documentation

The cost of supplying clerks, labour, material and equipment for the checking and sorting of Cargo that has not been delivered by the Vessel Owner according to Bills of Lading or Waybills at the time they were unloaded from the Vessel may be charged to the Vessel Owner or the Cargo Owner at DPWSJ's discretion.

Complete documentation of the Cargo shall be provided by the Vessel Owner to DPWSJ three full working days before Cargo is unloaded or loaded.

Where documentation of the Cargo is not provided by the Vessel Owner to DPWSJ within three full working days, as a result of which DPWSJ incurs additional expenses in the calculation of charges or the preparation of Containerized Cargo load plans on behalf of the Vessel Owner, such costs shall be paid by the Vessel Owner.

#### 9.6 Demurrage – Railcars or Vessels

DPWSJ is not responsible or liable for any Demurrage howsoever caused, even if caused by an act omission or the negligence of DPWSJ while furnishing the service of ordering, billing out and of loading or unloading Cargo to and from Vessels or railcars.

#### 9.7 Owner's Risk

Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidization, wastage, decay, including without limitation, glass, liquids, and fragile articles will be accepted only at Cargo Owner's risk for rust, tarnish, discoloration, breakage, leakage, chafing, and similar loss or damage that may occur despite accepted practices for the care of Cargo.

#### 9.8 Lien and Power of Sale

As security for the payment of any amounts due under this Tariff, DPWSJ shall have a general lien over all Cargo, Containers, Bills of Lading, Waybills, permits or other documentation in its possession. Such lien shall not be affected by any temporary or partial extinction of any indebtedness due to DPWSJ. The lien shall extend to cover the cost of recovering sums due, including any legal or other fees as incurred, and DPWSJ shall have the right to sell Cargo that is subject of a lien by public auction or private sale without notice to the Cargo Owner or Vessel Owner. DPWSJ shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission or the negligence of DPWSJ in the enforcement by DPWSJ of such lien or power of sale.



9.9 Representation and Indemnity of Cargo Owner

Shipping weights and measurements, including the VGM, shown on shipping documents are provided by or on behalf of the Cargo Owner, except to the extent of any VGM service provided in accordance with Section 3.26. The Cargo Owner represents and warrants the accuracy of the weights and measurements, including the VGM, so provided and agrees to defend, indemnify and hold harmless DPWSJ should the weights, measurements or VGM be inaccurate.

The Cargo Owner represents and warrants that the Cargo, whether designated as Hazardous Cargo or not, is safe for handling or storage by DPWSJ and is not dangerous or otherwise likely to cause loss, damage or injury (including personal injury) to DPWSJ, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal and agrees to defend, indemnify and hold harmless DPWSJ should the Cargo be unsafe, dangerous or otherwise causes (directly or indirectly) loss, damage or injury (including personal injury) to DPWSJ, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal.

## 10. DISPUTE RESOLUTION AND GENERAL TIME LIMIT

### 10.1 Arbitration of Disputes

#### a) Claim by a User, Cargo Owner or Vessel Owner

Any dispute or claim arising out of or in connection with this Tariff by a User, Cargo Owner or Vessel Owner against DPWSJ shall be referred to arbitration at Vancouver, British Columbia under the arbitration rules of the Vancouver Maritime Arbitrators Association (“VMAA”). For a dispute or claim that does not exceed in value US\$100,000 the arbitration shall proceed, unless agreed otherwise by the parties, before a sole arbitrator in accordance with the VMAA rules. For a dispute or claim that exceeds in value US\$100,000 the arbitration shall proceed, unless agreed otherwise by the parties, before an arbitration tribunal comprised of three arbitrators appointed in accordance with the VMAA rules.

The decision of the sole arbitrator or the arbitration tribunal shall be final and binding on the parties and may be made, on application, an order or judgment of the Court for enforcement purposes.

#### b) Claim by DPWSJ

Any dispute or claim arising out of or in connection with this Tariff by DPWSJ against a User, Cargo Owner or Vessel Owner may be referred to arbitration at Vancouver under the rules of the VMAA or may be brought in a court of competent jurisdiction, whether in Canada or elsewhere, at the sole discretion of DPWSJ. In the event DPWSJ elects to proceed by arbitration, the decision of the sole arbitrator or the arbitration tribunal shall be final and binding on the parties and may be made, on application, an order or judgment of the Court for enforcement purposes

### 10.2 General Time Limit

Legal proceedings in relation to any dispute or claim arising out of or in connection with this Tariff as against DPWSJ, or the Authority, must be brought within one year from the date any such dispute or claim arose, failing which DPWSJ, and the Authority shall be discharged from all liability in respect of any such dispute or claim.