

LAMBERT'S POINT DOCKS, INC.

TERMINAL TARIFF NO. 1 GOVERNING CHARGES, RULES AND REGULATIONS ON EXPORT, IMPORT, INTERCOASTAL & COASTWISE TRAFFIC

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Issued By
Lambert's Point Docks, Inc.
Foot of Orapax Avenue
Norfolk, VA 23507

PLAN OF TARIFF

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LOOSE LEAF FORM

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(D) – Deletion (C) – Change in Wording which results in neither increases nor reductions in charges

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SECTION I

DEFINITION OF TERMS

ITEM	APPLICATION	
1	<p>COASTWISE – DEFINITION COASTWISE means cargo moving by any single mode or combinations of modes of transportation between the Port of Hampton Roads and any other port in the United States on the Atlantic Coast or on the Gulf of Mexico</p>	
10	<p>DOCKAGE – DEFINITION DOCKAGE is a charge assessed against a vessel for berthing at a wharf, pier bulkhead structure or bank.</p>	
20	<p>EXPORT CARGO – DEFINITION EXPORT CARGO, as used in this tariff, means cargo received at the port for loading into a vessel for shipment to a foreign or domestic offshore port or destination.</p>	
30	<p>FREE TIME – DEFINITION FREE TIME applies to the specified period during which cargo, including in-transit cargo, may occupy space assigned to it on terminal property free of wharf demurrage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.</p>	
40	<p>HOLIDAYS – DEFINITION HOLIDAYS are as follows: Terminal will be closed for receiving and delivering cargo unless previous arrangements for overtime have been made except as specified in notes. In the event a holiday occurs on Saturday or Sunday, customers should check with the terminal to determine if it is open for business.</p> <p>New Year’s Day January 1 Martin Luther King’s Birthday January 15 Robert E. Lee’s Birthday Third Monday in January George Washington’s Birthday Third Monday in February Thomas W. Gleason’s Birthday..... Celebrated March 17 Good Friday Friday immediately Before Easter Memorial Day Last Monday in May Jefferson Davis Day June 3 Independence Day July 4 Labor Day First Monday in September Columbus Day Second Monday in October Election Day Tuesday next following the first Monday in November Veteran’s Day November 11 Thanksgiving Day Fourth Thursday in November Day Following Thanksgiving Fourth Friday in November Christmas Eve December 24 Christmas Day December 25 New Year’s Eve December 31</p>	
50	<p>IMPORT CARGO – DEFINITION IMPORT CARGO as used in this tariff means cargo, including in-transit cargo, received at the port in a vessel from a foreign or domestic offshore port or origin for loading to a domestic motor, rail or water carrier.</p>	
60	<p>INTERCOASTAL CARGO – DEFINITION</p>	

	INTERCOASTAL CARGO means cargo originating at or destined to points on the Coast of the United States.	
70	LINER VESSEL – DEFINITION LINER VESSEL is defined as a vessel sailing under an advertised schedule and operated by a line maintaining regular sailings from any United States port or ports to named ports.	
80	LOADING OR UNLOADING – DEFINITION LOADING OR UNLOADING applies to the service of loading or unloading cargo between any place on the Terminal and the railroad cars, trucks, domestic barges, or any other means of conveyance. LOADING OR UNLOADING does not include special storage, blocking or bracing, sorting or grading, stripping or stuffing containers, or otherwise selecting the cargo for the convenience of carrier or consignee. The terminal will not consider itself to be the consignee on cargo destined for water movement.	
90	POINT OF REST – DEFINITION POINT OF REST means a point within a Terminal where the Terminal Operator designates that cargo or equipment be placed for movement to or from a vessel.	
100	PRE-PALLETIZED OR SKIDDED CARGO – DEFINITION PRE-PALLETIZED OR SKIDDED CARGO is cargo which is pre-palletized or skidded to the satisfaction of the Terminal and is eligible for reduced loading or unloading rates. It must be situated on the pier or on the truck or rail car so that it can be loaded into a truck or rail car or unloaded from a truck or rail car by the insertion of the Terminal’s forklift truck blades. If it is necessary to shift cargo prior to such insertion, the full loading or unloading rates will apply. Note 1 - Subject to minimum 500 pounds gross weight per unit. Note 2 - Should pre-palletized or skidded cargo become disassembled prior to or during handling by the Terminal, the cost of re cooper ing will be charged against the cargo. Note 3 - To qualify for discounts available under provisions of this item, commodity descriptions on all billing documents, must clearly indicate commodity is pre-palletized or skidded.	
110	REHANDLING – DEFINITION REHANDLING is the service of physically moving cargo or equipment any place on the Terminal facility not involving loading or unloading railway cars or other vehicles.	
120	TON – DEFINITION Except as otherwise provided in individual items, TON as used in this tariff, has references to a ton of 2,000 pounds	
130	USAGE – DEFINITION USAGE means the use of Terminal facilities by an ocean carrier, rail carrier, lighter operator, motor carrier, independent contractor, stevedore, shipper or consignee, or any other Terminal user, their agents, servants, and/or employees, for which a charge is not otherwise specified in this tariff.	

140	VESSEL – DEFINITION VESSEL means floating craft of any description.	
150	WHARFAGE – DEFINITION WHARFAGE is a charge for use of the wharves, pier or bulkheads by all cargo passing or conveyed over, onto, or under wharves or between vessels when berthed at wharf or when moored in slip adjacent to wharf. Cargo placed in piers or at shipside or on the apron shall be considered to have earned wharfage which will be collected whether or not the cargo eventually is loaded aboard vessel. Wharfage is the charge for use of wharves, piers or bulkheads and does not include charges for any other service. Wharfage charges do not include insurance of any kind.	
160	WHARF DEMURRAGE – DEFINITION WHARF DEMURRAGE is a charge assessed for providing storage in or on Terminal facilities after the expiration of Free Time unless arrangements have been made for other Terminal storage.	

SECTION II

GENERAL RULES

ITEM	APPLICATION	
200	<p>GENERAL APPLICATION – GENERAL RULES Charges, rates, rules and regulations published in this tariff apply on all waterborne cargo moving over facilities of Lambert’s Point Docks, Inc., herein referred to as the “Terminal.”</p> <p>Notwithstanding any provision, this tariff shall not apply to any ocean carrier or commercial operator which uses terminal but whose cargo is neither loaded on nor discharged from vessels berthed at the Terminal. Such ocean liner or operator shall be permitted to use the Terminal only pursuant to a negotiated contract with the terminal.</p> <p>Charges published in this tariff may be assessed and collected by the Terminal on cargo delivered to or received from water, rail, or motor carriers and shall be in addition to rates for transportation to or from the port, except insofar as charges may be included in the rail or motor carrier’s freight charges. Cargo will not be received or delivered unless proper documents are furnished and credit has been established.</p> <p>The berths and piers operated by Lambert’s Point Docks, Inc. must be kept open and fluid. The Terminal does not obligate itself to provide services beyond the reasonable capacity of its property and facilities.</p> <p>Due to space constrictions at Lambert’s Point Docks, Inc., fees/costs will not be assessed when cargoes are transferred or moved for the convenience of the terminal.</p> <p>Cargo held in or on piers in excess of Free Time allowed is subject to Wharf Demurrage. Cargo, particularly cargo subject to pilferage, may, at the option of the Terminal, be sent to a commercial warehouse at the expense and risk of the owner. For cargo moved to commercial storage, a “Moving to Storage” charge will be assessed in addition to the normal storage charges. Rates for services will be quoted upon request.</p>	
202	<p>APPLICATION OF TARIFF AND AMENDMENTS – GENERAL RULES Charges, rates, rules and regulations published in this tariff shall apply on and after the effective date of this tariff or amended pages or special supplements thereto.</p>	
204	<p>OPERATOR OF TERMINALS – GENERAL RULES Lambert’s Point Docks, Inc. reserves the absolute right to the use of the facilities it operates, and permission for the use thereof must be obtained from Terminal.</p>	
206	<p>CONSENT TO THE TERMS OF THE TARIFF – GENERAL RULES USE OF THE PIERS, WHARVES, BULKHEADS, DOCKS AND OTHER FACILITIES OF THE TERMINAL SHALL CONSTITUTE CONSENT TO THE TERMS AND CONDITIONS OF THIS TARIFF AND EVIDENCES AN AGREEMENT ON THE PART OF ALL VESSELS, THEIR OWNERS AND AGENTS. All users of the Terminal, including but not limited to Foreign Freight Forwarders and Customhouse Brokers, Agents, will pay all applicable charges and be governed by all rules and regulations published herein.</p>	

208	<p>TERMINAL RIGHTS – GENERAL RULES Lambert’s Points Docks, Inc. reserves the right to control and perform the loading, unloading, handling, reconditioning, fumigating, weighing and sampling of all freight and cargo on premises and facilities under its control.</p>	
210	<p>TARIFF RESTRICTIONS – GENERAL RULES Articles of inflammable, radioactive, explosive or of an otherwise objectionable nature, or of uncertain value will not be provided with terminal services except under advance written arrangements with the management of the Terminal and the permission of the Captain of the Port, U.S.C.G., when required.</p> <p>Import/Export – Complete hazardous cargo documentation must accompany each shipment of DOT or IMO defined hazardous cargo, or be pre-lodged with the Terminal prior to the cargo arrival.</p>	
212	<p>SHIPBOARD WELDING AND/OR BURNING – GENERAL RULES Shipboard welding and/or burning of any type is strictly prohibited while vessels are berthed at the terminal without express written authorization from the Terminal Management.</p>	
214	<p>HANDLING OF HEAVY, FRAGILE OR BULKY ARTICLES – GENERAL RULES Charges published in this tariff are not applicable on HEAVY FRAGILE OR BULKY ARTICLES. Such articles, also pieces or packages weighing more than the applicable weights for the Terminal, must be loaded or unloaded at rates agreed upon between the Terminal and the owners or their agents prior to arrival of cargo at Terminal. The following maximum weight is applicable: Lambert’s Point Dock, Inc. 80,000 lbs.</p> <p>SUCH CARGO WILL BE HANDLED ONLY AT THE OWNER’S RISK.</p>	
216	<p>REMOVAL OF OBJECTIONABLE CARGO – GENERAL RULES The Terminal reserves the right to move freight or other material, which in its judgment, is likely to damage other property, to another location, at the risk and expense of the owner.</p>	
218	<p>DISPOSITION OF UNDELIVERED CARGO – GENERAL RULES The Terminal reserves the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners, or agents after due notice has been mailed or delivered to such known parties. The Terminal reserves the right to charge the beneficial owner of the cargo or merchandise for all costs incurred in disposing of abandoned cargo, including but not limited to, the costs of the sale, storage, etc.. Disposal of the cargo or merchandise shall be made in a commercial reasonable manner at the discretion of Terminal at either a public or private sale.</p>	
220	<p>CREDIT AND PAYMENT OF INVOICES – GENERAL RULES</p> <p>A. On each inbound or outbound shipment moving over Terminal facilities, the responsibility for the payment of terminal charges shall rest with those who perform the forwarding functions on such shipments unless other arrangements have been made.</p> <p>B. The Terminal, in its discretion, reserves the right to assess charges and submit invoices to any user of the terminal, its agents or servants. The primary</p>	

	<p>responsibility for terminal charges incurred by a vessel shall rest with the local agent and/or owner of such vessel unless other arrangements have been made.</p> <p>C. Vessels, their owners and agents, and other users of Terminal facilities shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.</p> <p>D. Invoices rendered in accordance with this tariff are due on presentation. Failure to pay within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of the facilities until all outstanding charges have been paid. Invoices not paid within thirty (30) days are subject to a one and one-half percent (1-1/2%) service charge per month. After three (3) months, legal action may be instituted. The Terminal reserves the right to estimate and collect in advance all charges which may accrue against cargo or vessels if credit has not been established with the Terminal or if parties representing such cargo or vessels have repeatedly been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid. The Terminal reserves the right to apply any payment received against the oldest outstanding invoices.</p> <p>E. The Terminal may extend credit to any user of facilities upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references; including a bank reference.</p> <p>For newly incorporated steamship lines or those users not granted credit, Terminal may extend credit to those customers who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to the Terminal in an amount equal to the maximum liability for a period of time determined by the Terminal.</p> <p>Letters of Credit and Indemnity Bonds are required to insure the Terminal against the loss of funds and indemnify the Terminal in full payment of bills that accrue for the use of port facilities or services rendered by the Terminal. Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above.</p> <p>F. In the event the Terminal is required to resort to legal process to compel payment of sums due pursuant to this tariff, the party found to be responsible for the payment of such charges agrees to pay all costs and expenses of such proceeding, including but not limited to the reasonable attorney fees of Terminal</p>	
221	NOTIFICATION OF DISPUTED INVOICES – GENERAL RULES	

	Questions regarding the validity of invoices must be submitted in writing to the Terminal within thirty (30) days after the presentation of the invoice. Invoices not questioned within this thirty (30) day period will be considered valid.	
222	SHIPPER'S REQUESTS AND COMPLAINTS – GENERAL RULES Requests, complaints and inquiries on matters relating to rates, rules and regulations in this tariff should be addressed to the Terminal.	
223	LIEN – GENERAL RULES Any and all services performed on the terminal, including but not limited to container related services, shall give rise to a lien in favor of the Terminal against the vessel, container, chassis, or any other tangible property whatsoever.	
224	REGULAR WORKING HOURS – GENERAL RULES The regular working hours of the Terminal are from 8:00 a.m. until noon and from 1:00 p.m. until 5:00 p.m., Monday through Friday. Holiday excepted. Exception – The service of loading/unloading of trucks and rail cars will be available from 7:00 a.m. to 5:00 p.m., during regular work days, on straight time basis. Refer to Item 230 for operating procedures.	
226	OVERTIME WORKING HOURS – GENERAL RULES When the Terminal performs work at other than regular working hours for the convenience of the cargo interests, overtime rates and charges shall apply, which shall include, but not be limited to, the applicable Loading or Unloading charges under this tariff plus additional labor charges and other applicable charges.	
228	NOTIFICATION OF USE OF HEAVY LIFT EQUIPMENT – GENERAL RULES Equipment with a lifting capacity in excess of 30,000 pounds will not be permitted to operate on terminal facilities unless written permission has been granted by the Terminal.	
229	WAIVER OF SOVEREIGN IMMUNITY - GENERAL RULES Any user of the terminal, in consideration for services performed, waives any defense of sovereign immunity to charges, fees or damages sought to be recovered by the Terminal.	
230	TRUCK SERVICE SCHEDULING - GENERAL RULES 1. "Truck Scheduling": Truck scheduling must be done on a prior day order by 2:30 p.m. through the scheduling office. This will permit "first come – first served" privileges for those carriers making this arrangement. All scheduled trucks must be registered in person by 3:00 p.m. Truck Scheduling: (757) 446-1219 2. Unscheduled trucks must register in person by 3:00 p.m. and will be worked as time permits. Any loading or unloading after 5:00 p.m., whether to complete or start a new job, will be performed at overtime rates. 3. The terminal will receive/deliver containers from 8:00 a.m. to 4:30 p.m. (except during lunch hour). Drivers must check in to container office by 4:30 p.m. 4. Drivers delivering or picking up containers that involve mounting or	

	demounting the carrier's own equipment must make prior arrangements with the terminal and be present on the terminal, ready with work orders at the loading site for mounting or demounting before 3:00 p.m. Drivers who do not make prior arrangements will be serviced after all others. The Terminal, in either case, shall not be required to perform mounting or demounting after 5:00 p.m. unless an appointment for overtime has been arranged prior to 4:00 p.m.	
234	VESSELS REQUIRED TO USE TUG ASSISTANCE - GENERAL RULES Vessels docking or undocking at facilities governed by this tariff will be required to use tug assistance unless other arrangements have been made with Terminal Management prior to docking or undocking. Failure to comply with this requirement could result in denial of a berth.	

235	<p>VESSEL TO VACATE BERTHS - GENERAL RULES</p> <p>The Terminal may order any vessel to vacate any berth when it is deemed that the continued presence of such a vessel at such berth would be a potential hazard to the vessel, the berth, the facilities or the rights or property or safety of others. Such situations include, but are not limited to potential natural disasters such as hurricanes, tornadoes, earthquakes or flooding.</p> <p>The Terminal shall provide written notice (administrative message, facsimile transmission, etc.) to the Steamship Line, Ship's Agent, or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.</p> <p>If the vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by the Terminal, the vessel or others as a result of such failure to vacate. The Terminal Operator shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall hold the Terminal harmless, except for Terminal Operator's own negligence, for any damage or liability it may incur as a result of such movement. Failure to comply with an order to vacate will result in a charge to the vessel of \$1,000.00 per hour, or fraction thereof, for non-compliance. This charge shall not constitute a waiver by the Terminal of any greater actual damages, it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.</p>	
236	<p>IMPROPERLY LOADED RAIL CARS - GENERAL RULES</p> <p>Rail cars, which in the judgment of the Terminal are improperly loaded, will not be handled at regular tariff rates. The carrier will be contacted and agreement reached to cover the cost of unloading of such cars. Trash, fastening, dunnage, paper and refuse will not be cleaned from cars except by special agreement.</p>	
238	<p>DISCHARGING BALLAST OR RUBBISH - GENERAL RULES</p> <p>Pumping Ballast or discarding rubbish, garbage, dunnage or any debris into slips or channels or on the Terminal is strictly prohibited. Violators will be subject to penalty charges and reported to law enforcement. Parties discharging ballast or rubbish within the Terminal are responsible for arranging such with an authorized and approved contractor on pumping oil and sludge, or collecting garbage or solid waste for offload and disposal under MARPOL and other applicable regulations. The Terminal must be notified immediately of any discharge in violation of this Tariff or law.</p>	
240	<p>DISCHARGING SEWAGE -- GENERAL RULES</p> <p>Pumping sewage into the waters of Virginia is strictly prohibited by Federal and State Law. The Terminal must be notified immediately if this prohibition is violated.</p>	

242	<p>SAFETY-PORT USER LIABILITY - GENERAL RULES</p> <p>Parties using the terminal are required to conform with any and all applicable municipal, state and federal laws and regulations, including but not limited to OSHA, USCG, EPA, DOT and will be held responsible for any violations of same.</p>	
244	<p>INSURANCE - GENERAL RULES</p> <p>Terminal does not provide cargo insurance and no such coverage is afforded by the various fees charged by Terminal. Furthermore, no coverage for loss of or damage to cargo is provided through the insurance policies of Terminal.</p>	
246	<p>SMOKING VIOLATIONS - GENERAL RULES</p> <p>Smoking in the warehouses, piers/pier aprons, bulkheads, docks or on vessels handling flammable cargo or fueling is strictly prohibited.</p>	
248	<p>PROJECT/PLANT MOVEMENT OF 200 TONS OR MORE - GENERAL RULES</p> <p>On project or plant movements of 200 tons or more from one consignor to one consignee, Loading, Unloading or Demurrage charges and Free Time specified elsewhere will apply except when otherwise agreed to in writing by the Terminal.</p>	
250	<p>CHARITABLE AND MILITARY CARGO OR VESSELS - GENERAL RULES</p> <p>The Terminal may for charitable purposes adjust Free Time or negotiate special rates. Special arrangements may be made for the handling of military cargo or vessels by the Terminal.</p>	
252	<p>VESSELS COMPLETE LOADING/DISCHARGING - GENERAL RULES</p> <p>In order to alleviate current or prospective congestion, Terminal may require any vessel already in berth, or about to berth, to work continuously to completion of loading/discharging at the vessel's expense. Should the continuous loading/discharging requirements be refused, when the agents and/or owners of the vessel are so requested, the vessel shall vacate the berth. Reassignment to a berth for completion of loading/discharging will be at Terminal's convenience. Any vessel refusing to vacate the berth after being so notified, may be subject to removal by Terminal at the vessel's risk and expense including any damage, except that caused by Terminal's own negligence, as it may accrue, to the Terminal facility or operator. Or, at the Terminal's option, additional dockage of \$500.00 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given, will be assessed in addition to dockage charges published elsewhere in this tariff.</p>	
254	<p>VESSELS TO VACATE BERTH UPON COMPLETION - GENERAL RULES</p> <p>Any vessel refusing to vacate a berth upon completion of loading/discharging, when so requested by Terminal will be subject to penalty dockage of \$500.00 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given. Penalty dockage will be assessed in addition to dockage charges published elsewhere in this tariff.</p>	
256	<p>BERTH ASSIGNMENTS - GENERAL RULES</p> <p>On requests for a berth, Terminal will designate the particular berth at which the vessel shall dock. Terminal Management does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of vessel in order to assure docking facilities. If a vessel docks without requesting a berth or without approved prior arrangements, Dockage charges published elsewhere in this tariff, plus penalty of \$500.00 per hour, will be assessed.</p>	

258	<p>MOVEMENT OF VESSELS - GENERAL RULES</p> <p>Vessels moored alongside vessels which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such vessel must, at the request of the Terminal Operator, temporarily move, if they, in judgment of the Terminal Operator, are blocking the ingress or egress of a vessel ready to be docked or undocked. When vessels have finished discharging or taking on cargo, their right ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of the Terminal Operator, surrender the berth.</p>	
260	<p>FURNISHING OF BILLING INFORMATION - GENERAL RULES</p> <p>Vessels, their owners or agents, shall permit Terminal access to manifests, loading and discharge lists, tonnage license, rail and motor carrier freight bills or any other pertinent documents for the purpose of obtaining necessary information for correct billing of charges. They shall, within ten (10) calendar days after a vessel sails, furnish Terminal with detailed reports on all cargo loaded and discharged as well as any other information which might be required for accurate billing of cargo and vessel charges. Terminal reserves the right to audit all documents and use such audits as a basis for charges. Note item 700 for rebilling invoices.</p>	
262	<p>RECEIPT OF EXPORT CARGO/CONTAINERS - GENERAL RULES</p> <p>The following information in duplicate is required for acceptance of export cargo/containers by the Terminal:</p> <p style="text-align: center;">Special Services: Measurement; Freight Forwarder; Exporter/Shipper; Identification marks; Hazardous certificate (when required); Commodity; Exporting Carrier/Vessel; Number of pieces; Booking number; Party responsible for terminal charges; Weight; Port of discharge</p>	
264	<p>RESPONSIBILITY FOR DAMAGE TO FACILITIES - GENERAL RULES</p> <p>Users of the terminal property and facilities, including vehicles, common carriers, vessels, etc., their owners, agents and operators, shall be responsible for all damage resulting from the use of such Terminal property and facilities. Terminal reserves the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the Terminal property and facilities including damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, equipment, rail, shop facilities, water, heat, light, etc., and hold the user or users, their vehicles, common carriers, vessels, etc., their owners, agents and operators, the stevedoring companies or any other party or parties that may be in any way considered responsible for the damages liable for payment of damages, together with all interest, costs and attorney's fees that may be incurred in the collection of the damages. Terminal may detain any vehicle, common carrier, vessel, water craft, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees. This item is not to be construed as holding a terminal user liable for any portion of damages caused by Terminal's negligence.</p>	
266	<p>LIMITATION OF LIABILITY - GENERAL RULES</p>	

	<p>1. Terminal shall not be responsible for any loss of or damage to any property or injury to or death of any person which is caused in whole in part by the actions of any person not an employee of Terminal.</p> <p>2. Injury to or loss of life to any person or loss of damage to any property on the property of Terminal pursuant to a Terminal right of entry shall be governed by the terms and conditions of the Terminal right of entry notwithstanding any provision of this Rule 266 to the contrary.</p> <p>3. With regard to injury to or loss of life to any person on the property of Terminal or loss of or damage to any property <u>not</u> pursuant to a Terminal right of entry, Terminal shall not have any liability for such personal injury or property loss or damage except to the extent that is caused solely by the negligence of Terminal.</p> <p>4. Terminal, for the services performed under this Tariff, assumes no liability for loss or damage to freight or cargo handled or transshipped through the Terminal except to the extent that such damage to or loss of property is caused by the negligence of Terminal.</p> <p>5. Notwithstanding any provision of this Tariff to the contrary, Terminal shall not be liable for loss or damage caused by strikes, fire, water, action of the elements, theft, or other causes.</p> <p>6. Terminal shall be entitled to the maximum extent to the benefit of any defenses or limitations of liability available pursuant to the ocean steamship's or inland carrier's bill of lading.</p>	
268	<p>TERMINAL HELD HARMLESS - GENERAL RULES</p> <p>(1) Except to the extent caused solely by Terminal's negligent acts and omissions, vessels, their owners or agents and all other users of Terminal agree to indemnify and save harmless Terminal from and against all loss, cost, expense, claim, demand and liability (including but not limited to attorney's fees and court costs) arising from the death of or personal injury to any person or the damage to or loss of any property incident to or resulting from their respective operations on the property of the Terminal and the use of its facilities.</p> <p>(2) REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, TERMINAL SHALL NOT BE LIABLE TO VESSELS, THEIR OWNERS OR AGENTS AND ALL OTHER USERS OF TERMINAL FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN THOUGH TERMINAL KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.</p>	
270	<p>NOTIFICATION OF LOSS OR DAMAGE - GENERAL RULES</p> <p>All claims for loss or damage must be submitted in writing to the Terminal within thirty (30) days after the date of the occurrence of the loss or damage. Suits thereon must be instituted against the Terminal within one (1) year of the date of occurrence. Where claims are not filed or suits instituted thereon in accordance with the foregoing, the Terminal shall not be liable and such claims shall not be paid.</p>	
272	<p>RESPONSIBILITY OF DAMAGE AND INFESTATION - GENERAL RULES</p> <p>When any cargo or commodity is accepted for handling or storage, it is understood and agreed that any and all losses, damage, or costs of fumigation, incurred by the Terminal attributable to or because of infestation or inherent</p>	

	vice of the cargo or commodity in question shall be the responsibility of and for the account of the beneficial owner of the cargo or commodity.	
274	<p>STRIKES, LABOR DISPUTES - GENERAL RULES</p> <p>In the event of a strike or other labor disturbances involving a vessel at berth or one waiting for berth (whether it involves the vessel's crew or otherwise) which will, in the sole judgment of the Terminal, interfere with, disturb, or impede operations of the Terminal, Terminal may cancel such vessel's right to take berth or refuse to accept her at the berth, and in the event such vessel has taken berth, Terminal may order such vessel out of berth. Should any vessel berth or interfere with other vessels' ingress or egress from the berth after being informed of the inability of the Terminal to accept the vessel, or should the vessel refuse to vacate after being berthed, said vessel, her owners, agents and operators shall be liable for damages as hereinafter set forth.</p> <p>Should any vessel fail or refuse to move or to vacate the berth when ordered to do so, a charge of \$500.00 per hour after notice has been given the vessel, her owners, operators, agents, master or mate will be assessed as damages. It is understood, however, and the parties agree, that this amount represents a minimum estimate of the damages to the Terminal because of the failure or refusal of the vessel to move or to vacate the berth, and that his charge shall not constitute a waiver by the Terminal to assess and collect the greater actual damages plus all interest costs and attorney's fees as the Terminal may sustain as the result of the vessel's failure or refusal to move or to vacate the berth. Furthermore, the failure or refusal of the vessel to move or to vacate the berth shall constitute a trespass entitling the owner and/or the Terminal to compel removal of the vessel from the area in which she may be then located or from the berth and the vessel, her owners, agents, and operators shall be liable for all damages together with interest, costs and attorney's fees that may be incurred in having the vessel removed.</p>	
276	<p>LIEN ON GENERAL ORDER MERCHANDISE GENERAL RULES</p> <p>Terminal shall have a lien on cargo which is ordered by United States Customs to be placed into a General Order warehouse. Any and all terminal costs incurred in connection with the cargo shall constitute the amount of the lien.</p>	
278	<p>DAMAGED, ABANDONED OR UNIDENTIFIED EQUIPMENT - GENERAL RULES</p> <p>The terminal operators will not permit storage of damaged, abandoned or unidentified equipment on the facilities. The steamship line shall be notified in writing that they have five days to repair the equipment or remove them from the terminal. If after proper notification the equipment still remains on the facility in a damaged condition, Terminal shall remove the units at a cost of \$500.00 each and place in storage for the steamship line's account day in areas adjacent to the Terminal.</p>	
279	<p>FOREST PRODUCTS - GENERAL RULES</p> <p>For rates, charges, demurrage, Free Time and other services on forest products, contact Terminal as set out in this Tariff.</p>	
280	<p>METRIC CONVERSION TABLE - GENERAL RULES</p> <p>The following table is published for convenience and as a guide for measurement conversion when necessary</p>	

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons by 1.133
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBMs (Ft. B.M. in thousands)	MFBMs by 2.36
MFBMs (Ft. B.M. in thousands)	Cubic Meters	Cubic Meters by 0.424
Metric Equivalentents		
1 Kilo – 2.2046 Pounds		
1 Metric Ton – 1,000 Kilos		
1 Pound – 0.4536 Kilos		
1 CWT (US-100 Pounds) – 45.359 Kilos or 0.04536 Metric Tons		
1 CWT (British - 112 Pounds) – 50.802 Kilos or 0.0508 Metric Tons		
1 Bushel Grain (US) – 60 Pounds – 27.216 Kilos		
1 Cubic Meter – 35.315 Cubic Feet		
1 Cubic Foot – 0.0283 Cubic Meters		
1,000 Ft. B.M. - 83.33 Cubic Feet		
1 Cubic Meter – 423.792 Ft. B.M.		
1 Barrel (US – 42 Gallons) – 158.987 Liters		

SECTION III

DOCKAGE, WHARFAGE, EQUIPMENT RENTAL, MISCELLANEOUS VESSEL RULES AND CHARGES

ITEM	APPLICATION	
300	<p>DOCKAGE CHARGES</p> <p>A. Vessels, not otherwise shown, loading or discharging cargo</p> <p>0 to 400per lineal foot \$5.20</p> <p>401' to 500'per lineal foot \$5.70</p> <p>501' to 550'per lineal foot \$6.65</p> <p>551 and greater.....per lineal foot \$7.80</p> <p>B. Container Vessels</p> <p>0 to 500'per lineal foot \$6.24</p> <p>501' to 725'per lineal foot \$6.80</p> <p>726' to 825'per lineal foot \$7.05</p> <p>826' to 925'per lineal foot \$7.55</p> <p>925' and greater.....per lineal foot \$7.75</p> <p>C. Barges, other than LASH</p> <p>All barges.....per lineal foot \$4.65</p> <p>D. Passenger Vessels, Embarking or Disembarking Passengers</p> <p>.....per lineal foot \$6.05</p> <p>E. Lay Berth (Note 5)</p> <p>.....per lineal foot \$2.65</p> <p>Minimum Charge per vessel per period \$485.00</p> <p>Note 1 – Unless otherwise shown, all billing is for each twenty-four (24) hour period or fraction thereof.</p> <p>Note 2 – Dockage will be assessed to the vessel on overall length published in the current “Lloyds Register of Ships.” If length is not shown in this publication, the length shown in the vessel’s Certificate of Registry will be accepted.</p> <p>Note 3 – The period to time for which dockage charges shall be assessed against a vessel shall commence when such vessel is made fast to the pier or dock and continue until such vessel has vacated the berth.</p> <p>Note 4 – After the second full 24-hour period of dockage assessment, any period of berth occupancy of twelve hours or less will be billed at one-half of that day’s rate.</p> <p>Note 5 – Special arrangements for lay berths in excess of two (2) days can be negotiated with Terminal.</p>	
305	<p>CANCELLATION OF PIER DOCKING CHARGES</p> <p>In the event of a need by the vessel to delay a scheduled docking or to cancel a scheduled docking, notice shall be given the Terminal not less than 24 hours before the scheduled time of the docking. If notice is not given, the Terminal will charge the vessel, her owners, operators, charterers and local agent the applicable dockage charge beginning at the time of the scheduled docking and</p>	

	continuing until a notice of cancellation is received. At the time of the scheduled docking, the Terminal will advise the local agent that the assessment of dockage charges is beginning.	
310	<p>LINE HANDLING CHARGES</p> <p>Vessels not otherwise shown (X)</p> <p>Each Movement, Straight Timeper movement \$642.00</p> <p>Each Movement, Overtime per movement</p> <p>Additional Standby Time, Straight Time per hour \$715.00</p> <p>Additional Standby Time, Overtime per hour</p> <p style="text-align: right;">\$320.50</p> <p>Passenger vessels, vessels 600' and over, and vessels shifting (XX)</p> <p>Each Movement, Straight Time per movement \$362.00</p> <p>Each Movement, Overtime per movement</p> <p>Additional Standby Time, Straight Time per hour</p> <p>Additional Standby Time, Overtime per hour</p> <p style="text-align: right;">\$815.00</p> <p>(X) – Rates provide for four (4) men on docking and two (2) men on undocking.</p> <p>(XX) – Rates provide for six (6) men on docking and four (4) men on undocking.</p> <p style="text-align: right;">\$965.00</p> <p>Above rates include two (2) hours standby time. Additional standby time will be assessed at additional standby time hourly rates shown above.</p> <p style="text-align: right;">\$407.00</p> <p style="text-align: right;">\$468.00</p>	
315	<p>WHARFAGE CHARGES</p> <p>Tonnage Charge</p> <p>A. Breakbulk Cargo or Cargo not otherwise shown</p> <p>..... per 2000 lbs. \$2.95</p> <p>B. Loaded ISO Containers stripped or stuffed on Terminal (Note 1 & 3)</p> <p>..... per 2000 lbs. \$2.95</p> <p>C. Loaded ISO Containers other than those stripped or stuffed on Terminal (Note 1 & 3) per 2000 lbs. \$2.95</p> <p>D. Breakbulk cargo interchanged between water carriers and not handled over piers, wharves or bulkheads of Terminal</p> <p>..... per 2000 lbs. \$2.00</p> <p>E. Self-propelled automobiles and trucks on wheels, unboxed, not exceeding 5000 lbs. per vehicle per vehicle \$4.00</p> <p>F. Transshipped containers, loaded or empty, interchanged between water carriers and handled over piers, wharves or bulkheads of Terminal. See item 450 for charges.</p> <p>G. Passengers embarking and disembarking to or from passenger vessels</p> <p>..... per passenger embarked or disembarked \$6.10</p>	

	<p>Passengers disembarking and re-embarking a passenger vessel during a one day excursion call onlyper passenger embarked or disembarked</p> <p>H. Cargo, in containers, not loaded to or discharged from vessel per container</p> <p>Note 1 – Charge to be based on weight of cargo only. Tare weight of container is excluded.</p> <p>Note 2 – Failure to submit billing information within ten (10) calendar days as required by this tariff will result in withdrawal of credit privileges and issuance of a final invoice for wharfage based on the net registered tonnage of the vessel according to Lloyd's Register of Shipping.</p>	<p>\$5.90</p> <p>\$39.00</p>
320	EQUIPMENT RENTAL – GENERAL CONDITIONS 1. Parties renting equipment agree to operate it within its rated capacity. 2. Equipment operators, whether included in the hourly charge or not, shall be qualified, to the satisfaction of Terminal, to operate the specific equipment rented. Equipment operators must have all appropriate and required licenses, certificates and permits.	
325	EQUIPMENT RENTAL CHARGES All charges subject to 1 hour minimum billing Transtainer (Notes 1, 3, 4, 5)..... per hour Toploader (Notes 1, 3, 4, 5)..... per hour	<p>\$155.00</p> <p>\$155.00</p>

	Longshoremen's Association contract for equipment operators.	
330	<p>VESSEL OVERTIME CHARGES</p> <p>Note 1 – Delivery clerks will work through a meal hour only at the request of the steamship line, or their agent.</p> <p>Note 2 – Upon completion of a vessel working, if a delivery clerk is required to receipt for cargo (signing up) during an overtime period, billing will be at the overtime rate or the premium meal hour rate as appropriate (See Item 705).</p> <p>Note 3 – Billing will be based on starting times of 0800, 1300, 1900 and 2400 hours.</p> <p>Note 4 – Late start – if vessel does not start work until after call time, the billing period will begin at the normal starting time originally established by the agent.</p>	
335	<p>FRESH WATER CHARGES</p> <p>The Terminal will furnish FRESH WATER to vessels at the following rates:</p> <p style="padding-left: 40px;">During Regular Hours per 1000 gallons</p> <p style="padding-left: 40px;">During other than Regular Hours per 1000 gallons</p> <p>Subject to minimum of \$125.65 if watering is commenced and completed during regular hours. For service rendered at other than regular hours, the minimum will be \$368.00 except on weekends or holidays when the minimum will be \$540.75</p>	<p>\$9.35</p> <p>\$10.00</p>

SECTION IV

CONTAINER RULES, CHARGES AND DEFINITIONS

ITEM	APPLICATION																
400	<p>CONTAINER – DEFINITION</p> <p>1. The term CONTAINER as used in this Tariff refers to the so-called “Standard 20-foot, 35 foot, 40-foot or 45 foot Seagoing Container,” having approximately the following basic dimensions with any height:</p> <table border="0" data-bbox="354 411 1159 512"> <thead> <tr> <th></th> <th><u>20-foot</u></th> <th><u>35-foot</u></th> <th><u>40-foot</u></th> <th><u>45-foot</u></th> </tr> </thead> <tbody> <tr> <td>Overall Length</td> <td>19’ 10-1/2</td> <td>35’ 0”</td> <td>40’ 0”</td> <td>45’ 0”</td> </tr> <tr> <td>Overall Width</td> <td>8’ 0”</td> <td>8’ 0”</td> <td>8’ 0”</td> <td>8’ 0”</td> </tr> </tbody> </table> <p>2. A CONTAINER, when used for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglass, plastic or wooden construction: however, the container must confine and protect its contents from loss or damage from the elements and must be susceptible to being handled in transit as a unit.</p> <p>3. For the purpose of this Tariff, a trailer on wheels which moves on to or off of a vessel by means of a ramp, shall be deemed to be a container; also flats measuring 10’, 15’ and 20’ x 8’ not requiring inside storage shall also be deemed to be a container.</p> <p>4. The so-called “vans” used in connection with the shipments of household goods are not included within this definition, and they are not subject to the rules, regulations and charges published in this Tariff pertaining specifically to containers.</p>		<u>20-foot</u>	<u>35-foot</u>	<u>40-foot</u>	<u>45-foot</u>	Overall Length	19’ 10-1/2	35’ 0”	40’ 0”	45’ 0”	Overall Width	8’ 0”	8’ 0”	8’ 0”	8’ 0”	
	<u>20-foot</u>	<u>35-foot</u>	<u>40-foot</u>	<u>45-foot</u>													
Overall Length	19’ 10-1/2	35’ 0”	40’ 0”	45’ 0”													
Overall Width	8’ 0”	8’ 0”	8’ 0”	8’ 0”													
405	<p>MARSHALLING YARD – DEFINITION</p> <p>The term MARSHALLING YARD refers to the designated area on the Terminal where loaded or Empty Seagoing Containers can be physically exchanged by the inland carrier (or its contractual Agent) on the one hand, and the ocean or water carrier (or its authorized agent) on the other, through the controlled medium of the Terminal.</p>																
410	<p>OPEN STORAGE AND/OR PARKING AREA – DEFINITION</p> <p>The term OPEN AND/OR PARKING AREA refers to the designated open storage or parking area on the Terminal where Loaded or Empty Containers, when on own wheels or bogies or frames or chassis (furnished by vessel owner or Agent) may be held in custody of the Terminal on instructions by the owner or Agent of said container.</p>																
415	<p>WHEELED CONTAINER – DEFINITION</p> <p>The term WHEELED CONTAINER refers to a container, Loaded for Empty, on own wheels, bogies, frames, chassis or flatbed trailer, furnished by owner or Agent.</p>																
420	<p>RECEIVING/DELIVERING CHASSIS, FRAMES OR BOGIES – DEFINITION</p> <p>The term RECEIVING/DELIVERING CHASSIS, FRAMES OR BOGIES refers to receiving from or delivering to an inland carrier. Prior arrangements must be made with Terminal for this service which includes necessary clerical work to perform the interchange.</p>																
425	<p>REHANDLING CONTAINER – DEFINITION</p> <p>A. On Own Wheels</p> <p>The term REHANDLING CONTAINER ON OWN WHEELS refers to the moving or</p>																

	<p>towing with Terminal tractor and operator of a container on its own chassis and wheels (same to be furnished by Owner or Agent), between “Point of Rest” and designated point on the Terminal.</p> <p>B. Into/From Stack The term REHANDLING CONTAINER INTO/FROM STACK refers to the placing of a container in the stack or removing a container from the stack to its own chassis, frame, bogie or wheels with Terminal labor and equipment. These operations are in addition to the original move provided for in the initial container receiving charge.</p> <p>C. Chassis Change Once a wheeled container is received by the Terminal at a place of rest, any subsequent change of the container to other wheels, including flatbeds, will be performed by request only, and charges per item 465 will apply.</p>	
426	<p>REHANDLING BARE CHASSIS ON WHEELS – DEFINITION The term REHANDLING BARE CHASSIS ON WHEELS refers to the moving or towing with a terminal tractor or operator of a bare chassis on wheels (same to be furnished by owner or agent) between “Point of Rest” and designated point on the Terminal.</p>	
430	<p>RECEIVING CONTAINER GROUNDED/STACKED OPERATION – DEFINITION The term RECEIVING CONTAINER GROUNDED OR STACKED OPERATION refers to physical acceptance of a container by the Terminal from the inland carrier, so as to facilitate physical exchange of the container at “Point of Rest” with a water carrier. Likewise, the Terminal will physically accept a container at “Point of Rest” from a water carrier to facilitate physical exchange with an inland carrier.</p> <p>Containers will be handled in the following manner:</p> <ol style="list-style-type: none"> 1. A wheeled container moved into position in the Marshalling Yard by the inland motor or rail carrier (or its contractual Agent) will be removed from its wheels, bogies, chassis, frame, or flatbed trailer by the Terminal with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Terminal in the Marshalling Yard at a “Point of Rest” awaiting movement to the vessel. When requested the Terminal will inform the vessel and/or its Agent as to the exact location of the container. The vessel and/or its Agent will in turn remove the container from the “Point of Rest” in the Marshalling Yard and transport the container to the vessel. 2. A container without wheels will be received by the Terminal from the vessel (and/or its Agent), at a “Point of Rest” in the Marshalling Yard for delivery to an inland motor or rail carrier (or its Agent). The vessel (and/or its Agent) will ground or stack the container in the Marshalling Yard at a “Point of Rest” designated by the Terminal. When so requested by the inland motor or rail carrier or its Agent, the Terminal, with its labor and mechanical equipment, will remove the container from “Point of Rest” and place the container on wheels, bogies, chassis, frames, or flatbed trailer for delivery to the inland motor or rail carrier or its Agent. 	

	<p>3. Terminal will exercise control over the container the entire time that the container is in the Marshalling Yard.</p> <p>4. Terminal will perform the necessary clerical work to effect physical exchange of the container between the motor carrier or rail carrier or its Agent or water carrier and the Terminal. Not included is any repair to the container or its equipment.</p>	
436	<p>DUAL RECEIVING CONTAINER CHARGES</p> <p>The term "DUAL RECEIVING" (in gate/out gate) refers to a container "Received" by the terminal at a point of rest from an inland carrier (truck or rail) and upon instructions, the container is released to an inland carrier (truck or rail) rather than loading to a water carrier, the Terminal will consider this procedure to be two separate "Receiving" operations. The Terminal will then assess a dual charge to the party requesting such services as follows:</p> <p>GROUNDING OR STACKED OPERATION – One receiving container charge (item 445-1) upon departure of container and one re-handling container charge (item 465-3) when container is mounted to wheels from stack.</p>	
440	<p>RECEIVING CONTAINER CHARGES – EXPEDITED HANDLING</p> <p>If in the interest of efficient operations a container cannot be carried to the "point of rest" or to the "open storage or parking area," the applicable receiving charge will be assessed in any event. Prior approval is not required to allow a container to bypass "point of rest" and "open storage or parking area" to permit expedited handling.</p>	
445	<p>RECEIVING CONTAINER CHARGES</p> <p>Ground or Stacked Operation (Applicable under conditions described in item 430)</p> <p>..... per container</p> <p>Note 1 - Guaranteed Annual Income assessment per container will be billed as applicable.</p>	\$85.00
450	<p>CONTAINER INTERCHARGED BETWEEN WATER CARRIERS</p> <p>On containers interchanged between water carriers and moved over piers, wharves or bulkheads of the Terminal, and received by Terminal Operator, a charge of \$27.00 per container will be assessed against the ocean carrier.</p> <p>Note 1 – Charges assessed against outbound ocean carrier. Note 2 – Charges as per item 465-3 apply if point of rest changes. Note 3 – Containers departing the gate revert to normal receiving charges. Note 4 – Water-to-Water rate valid for ten (10) days on terminal. Note 5 – Applies to loaded and empty containers. Note 6 – This charge is applicable only upon 24 hour prior notification to the Terminal. If this notification is not received by the Terminal, the normal "Receiving Charge" published in this tariff will apply.</p>	
455	<p>FREE TIME – CONTAINER</p> <p>Containers, loaded or empty, with or without wheels held in areas designated by Terminal, will be granted ten (10) consecutive days FREE TIME beginning with the first 8:00 a.m. after placement. FREE TIME applies to the ocean carrier only</p>	

	and all storage charges are for account of the ocean carrier.	
460	<p>STORAGE CHARGES – CONTAINER</p> <p>A. Containers, loaded or empty, with or without wheels held in areas designated by Terminal after expiration of FREE TIME will be assessed storage charges as follows:</p> <p> Under 27 feet, Daily per container \$5.00</p> <p> Over 27 feet, Daily. per container \$10.00</p> <p>B. Chassis, empty or with a container, held in areas designated by the Terminal will be assessed storage charges as follows:</p> <p> Daily. per chassis \$2.50</p> <p>Note – Steamship lines will be responsible for all leased equipment storage charges until Terminal is notified of equipment transfer or of lease status and the party responsible for equipment.</p>	
465	<p>MISCELLANEOUS SERVICES AND CHARGES – CONTAINER</p> <p>1. Receiving chassis, frames, bogies or bolsters per chassis, frame, bogie, or bolster \$17.00</p> <p>2. Rehandling Containers</p> <p> On own wheels, each operation each operation \$38.00</p> <p> Into/from stack, each operation each operation \$70.50</p> <p>3. Rehandling Bare chassis, on wheels each operation \$38.00</p> <p>4. Chassis Change: Removing containers from chassis, flatbed, frame or bogie and placing on another mobile unit each operation \$77.00</p> <p>5. Container/Chassis Inspection</p> <p> No Repairs Included per container or empty chassis \$42.00</p> <p>6. Devanning for U.S. Customs – for tailgate inspection (includes one package)</p> <p> Straight Time each container \$102.00</p> <p> Overtime each container \$170.00</p> <p> Additional packages or cartons (limit \$497.00). each container \$28.00</p> <p>Note – Charges for intensive examination will be on extra labor basis.</p> <p>7. Receiving/Delivering “Out of Profile” containers</p> <p> Each operation per container 130.00</p>	
470	<p>RECEIVING OTHER THAN STANDARD SIZE CONTAINERS</p> <p>Prior arrangements must be made with Terminal by the authorized Agents of the vessel and the inland carrier before Seagoing Containers having dimensional lengths other than 20, 40 and 45 foot will be accepted by the Terminal.</p>	

475	<p>RECEIVING CONTAINERS WITH DAMAGE OR VARIANCES</p> <p>Seagoing containers having damage or variances which may impede normal movement with the Terminal's mechanical equipment will not be "Received" unless arrangements have been made with the Terminal.</p>	
476	<p>CONTAINERS WITH "OUT OF PROFILE" CARGO</p> <p>"Out of Profile" containers are those handled on or off rail cars or received by motor carrier (See Motor Carrier Exception) with over height or over width cargo which impedes normal movement of container with the Terminal's mechanical equipment.</p> <p>The Terminal will "Receive" these containers and the charge assessed for this service is published in Item 465, paragraph B, which will be in addition to the Receiving Container Charges published in Item 445 and/or the Chassis Change Charge published in Item 465, paragraph 5.</p> <p>(Motor Carrier Exception – will not apply on "Out of Profile" containers "Received" on wheels and were not placed on wheels or removed from wheels by Terminal Operator).</p>	
480	<p>CONTAINER LOADED IN EXCESS OF RATED CAPACITY</p> <p>The Rates, Rules, Regulations and Charges published in this tariff are not applicable to Standard Seagoing Containers loaded in excess of their rated capacity. The Terminal will not permit its mechanical equipment (designed for movement or carriage of container) or its container cranes to be used in any way to lift, move or transport a container which is loaded in excess of the rated capacity, 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, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.</p>	
485	<p>CONTAINER REPAIR, SERVICING, AND/OR CLEANING</p> <p>Any container repair, servicing and/or cleaning company desiring to use Terminal property for commercial purposes shall make application to the Terminal and meet the following conditions:</p> <ol style="list-style-type: none"> 1. Provide a Certificate of Insurance from an insurance firm licensed to do business in Virginia showing the minimum comprehensive general liability as follows: Bodily injury-\$1,000,000 each person-\$1,500,000 each occurrence—Property damage liability- \$500,000 each occurrence. Certificate shall also show a contractual liability endorsement. [NOTE—CHRIS BREMUS TO REVIEW.] 2. Prominently mark and identify their equipment and maintain it in a good state of repair. 3. Agree that any and all equipment not needed for current operations shall be removed promptly from the Terminal premises. No equipment or material will be abandoned or discarded. 4. Agree that any and all equipment no needed for current operation shall be removed promptly from the Terminal premises. No equipment or material will 	

	<p>be abandoned or discarded.</p> <p>5. Agree that work will be performed only in areas designated by the Terminal Operator. Applicant also agrees to prohibit its employees from entering into or performing work in areas designated as "prohibited" unless permission in writing has been given the Terminal Operator or designee. The Terminal Operator must be notified of any movement of equipment, and information as to the new location of equipment must be provided.</p> <p>6. Upon approval of application, the Terminal shall issue a decal for each piece of equipment permitted to operate on Terminal property. The decal shall be prominently displayed immediately below the corporate name on the left side of the vehicle.</p>	
490	<p>CHASSIS BAND/STACK OR LOAD/UNLOADING FLATBED TRAILERS (Stacked chassis for rail movements will be charged on an extra labor and material basis.)</p> <p>To or from Flatbed Trailer each lift \$115.00 Two chassis high per stack \$225.00 Three chassis high per stack \$395.00 Four chassis high per stack \$550.00 Five chassis high per stack \$725.00 Breaking down chassis per stack \$180.00</p>	
495	<p>RECEIVING/DELIVERING CONTAINERS DURING OVERTIME HOURS Delivering/Receiving Containers on overtime will be billed on flat man/hour basis. Overtime charges as published in Item 705 of this tariff will apply. Steamship lines and/or Shippers requiring overtime should submit a request in writing no later than 4:45 p.m.</p>	

SECTION V

FREE TIME, WHARF DEMURRAGE, AND CARGO LOADING/UNLOADING CHARGES

ITEM	APPLICATION	
500	<p data-bbox="345 237 797 264">FREE TIME – IMPORT/EXPORT CARGO</p> <p data-bbox="345 270 1219 478">Export, import, intercoastal and coastwise cargo held on the piers will be granted ten (10) consecutive calendar days FREE TIME. FREE TIME on export cargo will start on the first 8:00 a.m. after receipt of cargo. FREE TIME on import cargo will start with the first 8:00 a.m. after vessel completes discharging. Upon expiration of FREE TIME, Wharf Demurrage Charges will be assessed.</p> <p data-bbox="345 520 1214 548">Exception 1. No FREE TIME will be allowed on bulk or refrigerated cargo.</p> <p data-bbox="345 590 1024 617">Exception 2. No FREE TIME will be allowed on cigarettes.</p> <p data-bbox="345 659 493 686">Exception 3.</p> <p data-bbox="345 695 1252 835">A. Crude and rubber in BREAKBULK service will be allowed FREE TIME of forty (40) calendar days beginning with the first 8:00 a.m. after completion of discharge from vessel or when last container of rubber per bill of lading is stripped.</p> <p data-bbox="345 877 1240 976">B. Crude rubber moving in LASH BARGES will be allowed FREE TIME of forty (40) calendar days beginning with the first 8:00 a.m. after complete discharge of all ocean bills of lading from barge or barges.</p> <p data-bbox="345 1018 1235 1192">C. Copper and brass articles in item 534, palletized, skidded or unitized in a condition suitable for machine handling; copper wire or cable, in rolls or coils, will be allowed twenty (20) calendar days FREE TIME beginning with the first 8:00 a.m. following complete discharge of vessel or placement on pier.</p> <p data-bbox="345 1234 1208 1333">D. Cocoa beans, cocoa products and green coffee beans, will be allowed fourteen (14) calendar days FREE TIME beginning with the first 8:00 a.m. after completion of discharge from vessel.</p> <p data-bbox="345 1375 1240 1516">E. Iron and Steel Articles, exported and imported as described in Item 550, will be allowed thirty (30) calendar days FREE TIME beginning with the first 8:00 a.m. following complete discharge of vessel. Steel coils requiring inside storage will be granted twenty (20) days FREE TIME.</p> <p data-bbox="345 1558 1247 1614">F. Machinery for export, when suitable for outside storage, shall be allowed thirty (30) days FREE TIME.</p> <p data-bbox="345 1656 1235 1831">Exception 4. FREE TIME on imported automobiles and trucks on wheels, unboxed not exceeding 5,000 pounds per vehicle, will be limited and determined solely at the option of Terminal Management. Since space availability must be taken into account for allowing FREE TIME on this type of cargo, prior arrangements must be made with Terminal Management.</p> <p data-bbox="345 1873 1235 1900">Exception 5. Cargo not susceptible to weather damage, when for export or</p>	

	<p>outbound coastwise or intercoastal movement, may be assembled and held free of storage for forty-five (45) consecutive calendar days, for delivery to vessels at wharves for piers of the Terminal. FREE TIME to begin with first 8:00 a.m. after placement.</p> <p>FREE TIME accorded under the provisions of this exception will be subject to the availability of suitable open ground storage space and with the advance permission of Terminal.</p> <p>If the vessel has not arrived at the wharf before the expiration of such FREE TIME, storage charges, previously agreed upon between shipper and Terminal Management, shall be levied, beginning on the first 8:00 a.m. after expiration of FREE TIME for assembling cargo, but shall cease when vessel reports ready to receive cargo.</p>									
502	<p>FREE TIME DURING LONGSHOREMAN'S STRIKES</p> <p>Cargo on FREE TIME at the commencement of any longshoreman's strike will be afforded additional FREE TIME for the duration of the strike. Upon termination of the strike, FREE TIME will continue to run for the unexpired number of days generally allowed on cargo.</p> <p>Cargo which is on first period Demurrage at the commencement of the strike will continue on first period Demurrage for the duration of the strike. At the conclusion of the strike, the remaining days of the first period Demurrage will be allowed.</p> <p>Cargo in second period Demurrage at the commencement of the strike will be assessed charges at the first period Demurrage rates for the duration of the strike. At the conclusion of the strike, cargoes in this category will revert immediately to the period of Demurrage applicable at the commencement of the strike.</p>									
505	<p>WHARF DEMURRAGE CHARGES</p> <p>A. Articles not otherwise specified:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">First five (5) calendar days or fraction thereof per 2000 pounds</td> <td style="width: 20%; text-align: right; vertical-align: bottom;">\$4.10</td> </tr> <tr> <td>Each succeeding five (5) calendar days per 2000 pounds</td> <td style="text-align: right; vertical-align: bottom;">\$9.05</td> </tr> </table> <p>B. Copper and brass specifically described in item 534:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">First five (5) calendar day period or fraction thereof per 2000 pounds</td> <td style="width: 20%; text-align: right; vertical-align: bottom;">\$2.50</td> </tr> <tr> <td>Second five (5) calendar day period or fraction thereof per 2000 pounds</td> <td style="text-align: right; vertical-align: bottom;">\$5.00</td> </tr> </table> <p>Each succeeding five (5) calendar day period or fraction</p>	First five (5) calendar days or fraction thereof per 2000 pounds	\$4.10	Each succeeding five (5) calendar days per 2000 pounds	\$9.05	First five (5) calendar day period or fraction thereof per 2000 pounds	\$2.50	Second five (5) calendar day period or fraction thereof per 2000 pounds	\$5.00	
First five (5) calendar days or fraction thereof per 2000 pounds	\$4.10									
Each succeeding five (5) calendar days per 2000 pounds	\$9.05									
First five (5) calendar day period or fraction thereof per 2000 pounds	\$2.50									
Second five (5) calendar day period or fraction thereof per 2000 pounds	\$5.00									

	thereof per 2000 pounds	\$7.00
C. Rubber, crude, specifically described in item 576:		
	First five (5) calendar day period or fraction thereof per 2000 pounds	\$2.45
	Second five (5) calendar day period or fraction thereof per 2000 pounds	\$4.90
	Each succeeding five (5) calendar day period or fraction thereof per 2000 pounds	\$6.80
D. Iron and steel specifically described in item 550:		
	First ten (10) calendar day period or fraction thereof per 2000 pounds	\$2.20
	Each succeeding ten (10) calendar day period or fraction thereof per 2000 pounds	\$4.45
E. Vehicles specifically described in item 594:		
	Covered area per day per vehicle	\$3.40
	Open area per day per vehicle	\$1.25
F. Vehicles specifically described in item 596 and item 560:		
	Open area per vehicle per day	\$3.45
G. Minimum charges (not subject to items 592 and 725)		
	Vehicles specifically described in part "F" per vehicle per period	\$12.15
	Other commodities per shipment per period	\$13.35

	<p>Note 1 –</p> <p>a. Export cargo will not be received by Terminal without consignment to a vessel with an announced date of arrival within the FREE TIME allowed by this tariff. All cargo received under these conditions and accruing Wharf Demurrage due to late arrival of vessel, shut-out cargo or vessel cancellation will accrue Wharf Demurrage as published in this tariff for account of the water carrier or Agent. Announced date of arrival will be governed by the first date furnished Terminal Operator by water carrier or agent on or after the shipper’s bill of lading date.</p> <p>b. Export cargo consigned to a vessel with an announced date of arrival and arriving at the Terminal prior to the Free Time period allowed by this tariff or arriving without a consignment to a vessel with an announced date of arrival will not be received until storage arrangements have been completed between shipper or Agent and Terminal.</p> <p>c. Export cargo in storage will be released to “Free Time” status only when Terminal receives consignment instructions from shipper or Agent subject to provisions and conditions of paragraph “a”.</p> <p>d. On export cargo, Wharf Demurrage ceases when vessel commences loading.</p> <p>Note 2 –</p> <p>a. On Import Traffic, Free Time commences with the first 8:00 a.m. after the vessel completes discharging. See item 500 for exceptions.</p> <p>b. Wharf Demurrage accruing on import Cargo will be billed against the importer of record unless other arrangements have been made with the Terminal Operator.</p>	
507	<p>ARTICLES NOT OTHERWISE SPECIFIED – LOADING/UNLOADING CHARGES</p> <p>Loose</p> <p> Rail per 2000 pounds \$19.50</p> <p> Truck. per 2000 pounds \$28.00</p> <p>Pre-palletized or skidded</p> <p> Rail per 2000 pounds \$20.00</p> <p> Truck. per 2000 pounds \$22.75</p>	
510	<p>ARTICLES, MISCELLANEOUS – LOADING/UNLOADING CHARGES</p> <p>Alcoholic Beverages; Antiques; Artcraft; Artificial Flowers; Bamboo/Cane Poles; Baskets; Binoculars; Cameras; Ceramics; Chinaware; Computer Equipment; Costume Jewelry; Crockery; Decorations; Earthenware; Explosives; Firearms; Fireworks; Flower Bulbs; Footwear; Furniture; Giftware; Glass Tubes; Glassware; Hand Tools; Handbags; Hides; Green Salted; Household Appliances, Viz; Air Conditions, Dryers, Freezers,</p>	

	Refrigerators, Stoves and Washers; Human Hair; Lamps; Light Bulbs; Loose Tires; Matches; Musical Instruments (other Than Pianos Or Organs); Ornaments; Paintings; Perfume; Porcelainware; Pottery; Radios; Rattanware; Saddlery; Small Arms Ammunition; Sporting Goods; Tape Records; Television Sets; Toys; Wall Plaques Loose per 2000 pounds \$37.00 Pre-palletized or skidded per 2000 pounds \$28.00	
512	RUGS, CARPETS, COTTON PIECE GOODS – LOADING/UNLOADING CHARGES In bales, bundles or rolls Loose per 2000 pounds \$64.00 Pre-palletized or skidded per 2000 pounds \$48.00	
514	ALUMINUM, VARIOUS – LOADING/UNLOADING CHARGES Pre-palletized, skidded or unitized in a condition suitable for machine handling per 2000 pounds \$10.50	
516	AUTO PARTS – LOADING/UNLOADING CHARGES Loose per 2000 pounds \$19.50 Pre-palletized or skidded per 2000 pounds \$14.25	
520	BOATS – LOADING/UNLOADING CHARGES A. Receiving or delivering boats on trailers, regardless of length at point of rest and on which no physical handling is performed by terminal personnel per boat \$50.50 B. To or from open trucks - Rate will be based on terminal manpower and equipment required to perform operation, as published in items 705 and 325, respectively. Labor charges will be subject to ILA minimum guarantees. Rate includes use of crane, if required. Rate will apply only if the lift is made with terminal equipment.	
526	BURLAP AND BURLAP PRODUCTS – LOADING/UNLOADING CHARGES In bales, bundles or rolls per 2000 lbs. 18.00	
530	CARBON OR GRAPHITE ARTICLES – LOADING/UNLOADING CHARGES Blocks, electrodes (see note), molds, plates and rods. Palletized or skidded for forklift loading. per 2000 lbs. 11.25 Note – Electrodes will qualify for this rate when bundled, skidded, palletized	

	or packaged in such manner as to allow loading or unloading by machinery normally available on Terminal, without further packaging or consolidation.	
534	<p>COPPER AND BRASS – LOADING/UNLOADING CHARGES</p> <p>A. Cathodes, ingots, pigs or slabs per 2000 lbs. \$11.50</p> <p>B. Wire or cable, in rolls or coils per 2000 lbs. \$13.80</p> <p>C. Rods, bars, tubes or tubing, in bundles, in coils, crates, cases or packages. per 2000 lbs. \$19.50</p> <p>Note 1 – Blocking, bracing, chocking, removing and replacing lids from open-top rail cars, if necessary, will be in addition to rates in this item and will be billed in accordance with Special Service charges published in this tariff.</p> <p>Note 2 – Cargo will qualify for rates published herein when bundled, skidded, palletized or packaged in such manner as to allow loading or unloading by machinery normally available on Terminal, without further packaging or consolidation.</p> <p>Note 3 – Shipments in excess of 250 tons (500,000 pounds) may be handled by special arrangement with Terminal Operator. Such arrangement must be made at least 48 hours prior to arrival of cargo.</p>	
540	<p>DOWELS – LOADING/UNLOADING CHARGES</p> <p>In crates, skidded for forklift Loading per 2000 lbs. \$12.25</p>	
550	<p>IRON OR STEEL – LOADING/UNLOADING CHARGES</p> <p>A. Bands, banding, barbed wire, bolts, chains, hardware nails, Nuts, screws, spikes staples, strapping and washers per 2000 lbs. \$10.00</p> <p>Pre-palletized or skidded per 2000 lbs. \$7.50</p> <p>B. Anchors, angles, bars, beans, billets, blooms, cable channels, coils, flanges, flats, girders, ingots, joists, molds, pigs, pilling, pipe, plates, rails,</p>	

	<p>rings, rods, rounds, scrap (other than bulk), sheet, slabs, strip, tin plate, tubing, wire, wire rope and wire strand per 2000 lbs. \$5.60</p> <p>C. Fencing and mesh per 2000 lbs. \$11.45</p> <p>Pre-palletized or skidded per 2000 lbs. \$8.70</p> <p>D. Cast from un-machined industrial fittings, i.e., manhole covers, grates, Rings, pipefittings, meter boxes and integral parts Pre-palletized or skidded per 2000 lbs. \$8.15</p> <p>Note 1 – Rates in this item apply when cargo is loaded to or unloaded from open or flatbed equipment by Terminal personnel. Blocking, bracing, chocking, removing and replacing lids from open-top rail cars. If necessary, will be in addition to rates in this item and will be billed in accordance with Special Service charges published in this tariff. (Exception: Will apply to and from closed vans or cars when cargo can be readily machine handled.)</p>	
560	<p>MACHINERY, MACHINES OR PARTS – LOADING/UNLOADING CHARGES</p> <p>(1) Boxed or unboxed, lifted on or off rail car or truck Box, package or piece weighing up to 3,999 lbs. per 2000 lbs. \$18.15</p> <p>Box, package or piece weighing 4,000 lbs. to 80,000 lbs. per 2000 lbs. \$27.15</p> <p>Box, package or piece weighing over 80,000 lbs. per 2000 lbs. By Quote</p> <p>(2) Driven on or off railcar or truck by Terminal personnel using its own power (subject to minimum billing of 4,000 lbs. per piece) per 2000 lbs. \$15.50</p> <p>(3) Machinery not otherwise specifically described in this item, received at point of rest and on which no physical handling is performed by terminal per 2000 lbs. \$87.15</p> <p>Note 1 – When Terminal owned equipment is used to make lift, crane rental, operators and applicable heavy lift charges, as published in items 325 and 725, will be assessed.</p> <p>If more than one lift is made during the same period of use, the heaviest piece will be assessed charges based on the scale shown above and subsequent lift charges based on one-half the scale.</p>	

570	<p>PLYWOOD, DOORSKINS – LOADING/UNLOADING CHARGES</p> <p>In packages</p> <p>Rail. per \$10.75</p> <p>2000 lbs.</p> <p>Truck. per \$12.10</p> <p>2000 lbs.</p> <p>Truck. per \$7.85</p> <p>2000 lbs.</p> <p>Annual Incentive Rate: (See Note) – Rail</p> <p>“A” 25,000 Net Tons (2,000 lbs.) per \$6.95</p> <p>2000 lbs.</p> <p>“B” 50,000 Net Tons (2,000 lbs) per \$6.75</p> <p>2000 lbs.</p> <p>“C” 100,000 Net Tons (2,000 lbs). per \$6.45</p> <p>2000 lbs.</p> <p>Annual Incentive Rate: (See Note) – Truck</p> <p>“A” 25,000 Net Tons (2,000 lbs.) per \$8.30</p> <p>2000 lbs.</p> <p>“B” 50,000 Net Tons (2,000 lbs.) per \$8.20</p> <p>2000 lbs.</p> <p>“C” 100,000 Net Tons (2,000 lbs.) per \$7.85</p> <p>2000 lbs.</p> <p>Note – These rates are volume rates. They apply on cargo which can be machine handled and originates with one shipper destined to one consignee at one location moving via one terminal facility during one twelve (12) month period. Shipper or Consignee must make advance arrangements in writing with Terminal Operator specifying tonnage and period selected. Invoices will be rendered on the applicable rate in effect at the time of services, under terms and conditions otherwise shown in this tariff. A certified record of cargo handled will be furnished by Shipper or Consignee to Terminal for verification at the end of each three (3) month period. Tonnage for each three (3) month period must aggregate a minimum of one-fourth (1/4) of the twelve (12) month minimum requirements. If this minimum is not met, a balance due bill for the difference between rate assessed and rate otherwise applicable will be presented. If cargo shipped during a twelve (12) month period falls below or exceeds volume initially selected, charges will be revised to the rates applicable to the volume actually shipped and balance due bills or refunds will be presented. Rates are subject to change, with thirty (30) day notice, at any time during the twelve (12) month period.</p>	
576	<p>RUBBER, CRUDE – LOADING/UNLOADING CHARGES</p> <p>Artificial, Guayule, Natural, Neoprene or Synthetic</p> <p>Rail. per \$10.60</p> <p>2000 lbs.</p>	

	Truck. per 2000 lbs.	\$12.90
	Pre-palletized or Skidded Rail. per 2000 lbs.	\$8.45
	Truck. per 2000 lbs.	\$8.75
580	STONE, MARBLE AND SLATE SLABS – LOADING/UNLOADING CHARGES Not Crated or Boxed – SEE ITEM 214	
590	VENEER – LOADING/UNLOADING CHARGES In Packages per 2000 lbs. Veneer, corestock, wood mouldings, jambs, pre-palletized or skidded and spaced to permit handling by standard life trucks per 2000 lbs.	\$19.65 \$9.20
592	MINIMUM CHARGE – LOADING/UNLOADING CHARGES Except as otherwise provided, single shipments will be subject to a minimum charge. Payment in advance will be required for those shippers which have not established prior credit. per shipment	\$46.80
594	VEHICLES, SELF PROPELLED Automobiles, buses, trucks, or motor homes setup not exceeding 16,000 lbs. per vehicle. A. Receiving or delivering and processing each vehicle B. Receiving or delivering on which no physical handling is performed by Terminal personnel. Includes physical inspection. each Vehicle C. Receiving or delivering on which no physical handling is performed by Terminal personnel. Does not include physical inspection. each Vehicle D. Loading or unloading bi-level or tri-level rail cars each Vehicle	\$80.00 \$37.15 \$10.50 \$25.10
596	VEHICLES, NOS, UNBOXED Vehicles not otherwise specifically described in this physical handling is performed by Terminal personnel. each	\$80.50
598	MOBILE HOMES/TRAILERS Mobile Homes/Trailers on wheels received or delivered at point of rest and	

	on which no physical handling is performed by Terminal personnel. each	\$67.00
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SECTION VI

FUMIGATION RULES AND CHARGES

600	<p>APPLICATION FOR FUMIGATION RULES AND CHARGES The rules and charges published in items 600 through 650 apply to cargo charges requiring fumigation and related services.</p>	
605	<p>CONDITIONS OF ACCEPTANCE – FUMIGATION Fumigation bookings must be made at least ten (10) days prior to arrival of cargo and/or export vessel. Orders will be accepted by the Terminal from the Owner or Agent of said cargo. Terminal will fumigate cargo in order received. If Terminal is unable to fumigate during normal Free Time, as published in this tariff, due to labor disputes, equipment failure, acts of nature, or any other condition not under control of the Terminal, the cargo will be moved into an adjacent warehouse at the expense of the owner. The appropriate Transfer and Storage charges will be assessed. Freight bills and papers must be marked – FUMIGATION REQUIRED.</p>	
610	<p>DISPOSITION OF GOODS TO BE FUMIGATED Instructions for disposition of goods must be received by the Terminal Management prior to time of fumigation.</p>	
615	<p>PICK-UP HOURS FOR GOODS WHICH HAVE BEEN FUMIGATED On goods which have been fumigated by the Terminal and are to move out of the Terminal via transportation modes other than railroad car, the Terminal Management will notify the Owner or Agent of the goods when said goods will be ready for pick-up. Said goods must be picked up before 3:00 p.m. of the day following the time when goods are made available for pick-up. If the goods are not picked up within the designated time limits, said goods will be moved into an adjacent warehouse at the owner’s expense. The appropriate “Transfer” and “Storage” charges will be assessed.</p>	
620	<p>FUMIGATION IN TRAILERS, OR ISO CONTAINERS Orders for fumigation of commodities in over-the-road trailers or ISO containers will be accepted in accordance with rules and regulations of the U.S. Department of Agriculture. Cargo is not available for loading out until the fumigation process is complete, including aeration.</p>	
625	<p>OVERTIME SERVICES – FUMIGATION Charges published herein are applicable for service performed on straight time during normal working hours of the Terminal. Service during other than normal hours will be by arrangement with Terminal Management.</p>	
630	<p>COMMODITIES NOT SPECIFICALLY LISTED – FUMIGATION Upon request the Terminal will provide fumigation and related services on commodities not specifically described herein at charges negotiated between owner and Terminal.</p>	

SECTION VII

MISCELLANEOUS SERVICES AND CHARGES

700	REBILLING INVOICES per invoice	\$ 46.80
705	SPECIAL SERVICES Upon request and with advance arrangements, Terminals will provide special services not listed in this tariff. Charges for these services will be based on the cost of materials plus twenty (20) percent, equipment rental, and labor billed at the governing union contract man-hour rates. Requested services are performed by ILA Shortshoremen or ILA Longshoremen as applicable pursuant to the current union contract. Terminal Management will inform customers of labor classifications to be used. All ILA contract guarantees will be billed where applicable. PMH – Premium Meal Hour Note 1 – Guaranteed Annual Income special assessment will be billed as applicable.	
710	SEGREGATION AND SORTING If, after cargo has been sorted, graded and stowed and/or assembled on the Terminal awaiting delivery as per bill of lading, the consignee, thereafter, desires additional sorting, grading and/or specific selection of said cargo in connection with the subsequent loading thereof, a written request detailing the nature of the special services desired must be submitted, in advance of loading, to the Terminal.	
715	USAGE CHARGES When the Terminal facilities are used by others for the purposes for which a charge is not otherwise specified, the terminal will assess a Usage Charge. User and Terminal Management will agree to charge in advance of services being performed.	
725	MINIMUM BILLING All charges published in this tariff, and not otherwise excepted, will be subject to a minimum charge of \$30.70 per billing.	
730	HELICOPTERS Landed on Terminal under their own power Usage charge each	\$280.00
735	YACHTS – TO/FROM WATER Removing from or placing in water, additional charges will be assessed, based on Terminal manpower and equipment required to perform operation, as published in items 705 and 325. Labor charges will be subject to ILA minimum guarantees. each	\$810.00
745	WHARF EXAMINATION – BREAKBULK CARGO Examining packages, bale or piece	

	Straight Time Rate. each Overtime Rate each For additional unit of the same Bill of Lading Straight Time Rate. each Overtime Rate each	\$52.75 \$135.00 \$32.00 \$67.00
	Note: If Customs inspector desires more than one of the packages or parcels to be moved from the outer box, the charge will be on a cost-plus basis.	
750	WHARF EXAMINATION OF PERSONAL EFFECTS The maximum charge levied against an individual picking up a single piece shipment of personal effects will be \$70.00 which will include wharf examination and loading to their vehicle. In the event there is more than one piece in the shipment, and it is still below the minimum weight for a minimum shipment or the minimum weight for a minimum shipment or the minimum per invoice charge, there will be no additional billing whether or not they are opened for Customs. The owning individual will be allowed to accompany the Customs officer and terminal personnel to the inspection location to witness the examination of their merchandise.	