



Greenwich Terminals LLC / Tariff
Operators of Packer Avenue Marine Terminal
Port of Philadelphia, USA

Greenwich Terminals LLC
3301 S. Columbus Blvd.
Building 9
Philadelphia, P.A. 19148
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This Greenwich Terminals LLC tariff electronically filed with the Federal Maritime Commission replaces the paper tariff previously filed containing rules, regulations and changes of the corporation. For application of individual charges, consult the sub-rules contained herein.

NOTE: Effective January 1, 2016

100 - GENERAL RULES

SCOPE:

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

| Name | Address |
|-------------------------|---|
| Greenwich Terminals LLC | Packer Avenue Marine Terminal 3301 S. Columbus Blvd. Philadelphia, P.A. 19148 |

Note: This tariff does not cover Military Cargo.

ITEM 101 - Limitations of Liability

No provision of this Tariff shall seek to limit or relieve Greenwich Terminals LLC from liability for loss or damage. Nor shall any provision obligate any person or vessel to indemnify or hold harmless the Terminal Operator from liability for its own negligence.

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

The Terminal Operator shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording facilities or any other activities or goods which a Terminal Operator provides in servicing the customer's needs provided for herein. In no case shall the Terminal Operator be liable for a sum in excess of \$500 per package or no-packaged objects traveling as freight units unless the carrier shipper, consignee(or), or their representatives, prior to commencement of such services or use of such facilities, declares a higher value and pays to the Terminal Operator, in addition to the other charges for such services as herein set forth, a premium computed at one percent (1%) of the declared value of each package or not-packaged freight object or customary freight unit and in such event the Terminal Operator shall be liable for the full declared value of each such package or non-packaged object for damage resulting solely from its failure to exercise due and proper care in performing the services or affording the facilities provided for herein. The word "package" shall include any van, container, luggage, baggage or any other form of cargo unitization, or other freight unit. Any claim against the Terminal Operator must be filed with the Operator, and any suit against the Terminal Operator must be filed with the Operator, and any suite against the Terminal Operator must be instituted within one year from the date of receipt or

delivery of the said cargo by the Terminal Operator. The remedies provided herein are exclusive and in lieu of all other remedies. Warranties or representations expressed or implied are not valid unless written and attached to the agreement. Any increased declarations of value must be in writing in accordance with the Uniform Commercial Code.

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

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

Except where provided under Item 101, the Terminal Operator for the services performed assumes no liability under this tariff for loss or damage to freight or cargo handled or transshipped through the terminal including but no limited to loss or damage caused by strikes, fire, water, action of the elements, theft, or other causes.

ITEM 102 – Terminal Not Public Thoroughfare

The Terminal property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk. The Terminal reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person equipment or vehicle for any reason whatsoever. Greenwich Terminals security is the sole provider of security services at the marine facility. Security services will be charged at the following applicable rate(s) when requested.

- A. Straight time / unarmed \$ 60.00 per hour
- B. Straight time / armed \$ 85.00 per hour
- C. Overtime / unarmed \$ 84.00 per hour
- D. Overtime / armed \$ 133.00 per hour

ITEM 103 – Shipper's Requests and Complaints

Shipper's requests and complaints shall be promptly and fairly considered by Greenwich Terminals LLC provided that they are submitted in writing to the Manager of Greenwich Terminals LLC at 3301 S. Columbus Blvd., Building 9, Philadelphia, P.A. 19148.

ITEM 104 – Cargo Without Dock Receipt

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

ITEM 105 – Hazardous Cargoes

ITEM 105 – Hazardous Cargo

In order to comply with the U.S. Department of Transportation regulations (49 CFR Parts 100-177; esp parts 172. and the International Maritime Dangerous Goods Code (Section 5) certain data is required for the delivery of hazardous cargoes to the terminals in the Philadelphia area. This includes but is not limited to:

1. Shipper's full name and address
2. Consignee's full name and address
3. Port of destination
4. The identification number (either UN or NA as appropriate)
5. The proper Shipping Name; and the Correct Technical name, if applicable
6. The Hazard Class; and subsidiary hazard class(es), if applicable
7. The Packing Group, if applicable
8. The number and type of packages and the total quantity of Hazardous Cargo by weight or volume
9. The Emergency Response Telephone number
10. Additional information regarding items such as flashpoints, Reportable Quantities, Poison Inhalation Hazards, waste, Marine Pollutants, empty uncleaned packages, elevated temperature materials, limited quantities, salvage packages, temperature stabilized substances, and aerosols shall be provided as regulated.
11. A Shipper's Certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:
 - a. THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION, OR
 - b. I HEREBY DECLARE THAT THE CONTENTS OF THIS CONSIGNMENT ARE FULLY AND ACCURATELY DESCRIBED BELOW BY THE PROPER SHIPPING NAME, AND ARE CLASSIFIED, PACKAGED, MARKED AND LABELED/PLACARDED AND ARE IN ALL RESPECTS IN PROPER CONDITION FOR TRANSPORT ACCORDING TO THE APPLICABLE INTERNATIONAL AND NATIONAL GOVERNMENTAL REGULATIONS.The certification is to be accompanied by a legible signature of the person certifying.
12. A Container/Vehicle Packing Certificate must accompany each shipment as appropriate; stating: I HEREBY DECLARE THAT THE GOODS DESCRIBED ABOVE HAVE

BEEN PACKED/LOADED INTO THE CONTAINER/VEHICLE IDENTIFIED ABOVE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS.

The certification must be completed and signed for all container/vehicle loads by person responsible for their loading.

13. All carriers offering hazardous material for transportation shall have on file with the Terminal Operator a current copy of the carriers Hazardous Materials Certificate of Registration as required by 49 C.F.R. Section 107(g).

Failure To Comply Will Result In The Cargo Not Being Received.

ITEM 106 – Services Not Otherwise Provided For

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

ITEM 107 – Consent To The Terms Of The Tariff

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

200 – Dockage

ITEM 201 - Definition and Assessment

The term “dockage” shall be held to mean the privilege of berthing or making fast to the wharf and shall be charged against the vessel, its owners, or operators in accordance with the rates and charges hereinafter specified.

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

ITEM 202 - Rates

A. Self-propelled Vessels:

(1) **Working Status:** Working Status shall apply to all vessels during the period that any cargo operations are being performed including loading, discharging, shoring lasing, fitting, cleaning or where labor has been hired for such work. \$.39 per net registered ton per 24 hour period or fraction thereof, with a minimum charge of \$825.00 shall be assessed against all vessels berthed at a pier, while on working status.

(2) **Idle Status:** Idle Status shall apply to all vessels which berth at a pier for the purpose of any cargo operations, as set forth in (1) above. Idle status shall cover the period of time prior to the commencement of cargo operations, as set forth in (1) above and the period of time subsequent thereto. \$.31 per net registered ton per 24 hour period, or fraction thereof, with a minimum charge of \$775.00 shall be assessed against all vessels on idle status with the exception that:

Any vessel which arrives at a pier or remains at a pier in excess of 72 hours prior to the commencement of cargo operations or subsequent to the completion of cargo operations shall be assessed the lay-up berth rate referred to in (3) below for all time prior to or subsequent to the said 72 hour period.

(3) **Lay-Up Status:** Lay-Up Status shall apply to all vessels, which berth at a pier for any purpose not covered by (1) or (2) above. \$ 850.00 per 24 hour period, or fraction thereof, shall be assessed against all vessels under 800' L.O.A. on lay-up status for the first 30 days. Thereafter, the said rate shall be \$700.00 per 24 hour period. For all vessels exceeding 800' L.O.A., the rate shall be \$1100.00 per 24 hour period, or fraction thereof, for the first thirty days, and \$950.00 per 24 hour fraction thereof. All vessels on lay-up status must comply with all appropriate rules and regulations of federal, state and local agencies having jurisdiction over such vessels.

4) **Passenger Vessels:** \$.32 per net registered ton per 24 hour period, or fraction thereof, with a minimum charge of \$1000.00 shall be assessed against all passenger vessels berthed at a pier.

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

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

B. Non-self propelled Vessels:

(1) A charge of \$3.00 per foot of length with a minimum charge of \$400.00 per 24 hour period or fraction thereof, shall be assessed against seagoing and/or interport barges berthing or making fast to the wharf, pier or dock for the purpose of loading and/or discharging cargo directly to or from the pier.

(2) Idle status shall apply to seagoing and/or interport barges which berth at a pier for the purpose of any cargo operations as set forth in (1) above. Idle status shall cover the period of time prior to the commencement of cargo operations and the period of time subsequent thereto. \$2.00 per foot of length per 24 hour period or fraction thereof, with a minimum charge of \$350.00 shall be assessed against all seagoing or interport barges on idle status.

C. Hot Work Permit Issuance Fee(s)

1. \$75.00 per issuance (Straight time, Mon – Fri, 8am – 5pm)
2. \$150.00 per issuance (Overtime)

300 – Wharfage

ITEM 301 – Definition

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

ITEM 302 – Rates

Note: Net Ton refers to 2,000 lbs.

A. \$3.25 per net ton

B. Exceptions

(1) Passenger type automobiles
\$13.00 per automobile

(2) Trucks, tractors and other wheeled vehicles.
\$45.00

(3) Containers (loaded or empty) weight of containers and contents.
\$2.95 per net ton

(4) Passengers, embarking or disembarking.
\$12.00 per passenger

(5) Miscellaneous / Measurement ton / Non containerized cargo(s)
\$2.15 per measurement ton

Note: The terminal operator reserves the right to measure all cargo. The terminal operator has the right to apply charges on a weight or measurement ton basis, whichever formula yields the greater revenue.

ITEM 303 – Regulation for Accommodation of Vessels

The Master or Captain of a vessel lying alongside any wharf or pier, loading or discharging cargo and encroaching further on the waterway by working cargo and/or bunkers to or from floating equipment from the off-shore side, must move such floating equipment upon 2 hours notice, at the expense of the vessel loading or discharging cargo and/or bunkers, in order to make way for and permit other vessels that want to load or unload to come next to the wharf or pier.

400 – Free time on Import Cargo

ITEM 401 – Definition

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

ITEM 402 – Free Time Period

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

Multiple Container Rule

A. Five (5) days for Containerized cargo.

A.1. Containerized coffee and cocoa products Free Time Period is ten (10) days.

A.2. Containerized sugar Free Time Period is seven (7) days.

Where there are more than 20 containers on one vessel, specifically for one consignee, 10 days of free time will be allowed, provided:

B.1. Consignee must apply for exception prior to vessels arrival.

B.2. Consignee must remove at least 15 containers from the Terminal during the first 5 days of free time period.

B.3. On the last free day of the initial period, the consignee must provide a list of containers remaining on the Terminal to be considered for free time adjustment.

If the consignee does not remove fifteen 15 or more containers during the said 5 day free period, all containers covered by the bill of lading remaining at the terminal shall be subject to wharf demurrage at the end of the said 5 day period.

List of Legal Holidays

- (1) New Year's Day
- (2) Martin Luther King, Jr.'s Birthday
- (3) President's Day

- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Election Day
- (9) Thanksgiving Day
- (10) Christmas Eve
- (11) Christmas Day
- (12) New Years Eve

When one of the above holidays falls on Sunday, the following Monday will be considered a holiday in the application of free time.

The terminal operator reserves the right to open for receiving and / or delivering of freight on a designated holiday which in turn may or may not impact an initial free time period calculation of.

ITEM 403 - Commencement of Free Time

Free Time will commence at 8:00 A.M. on the first day of cargo availability after a container is discharged from a vessel (inclusive of); however, if the first day is a Saturday, Sunday, or Holiday, the free time will commence at 8:00 A.M. of the first business day thereafter.

ITEM 404 - Expiration of Free Time

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

ITEM 405 - Inability of Terminal Operator to Make Cargo Available During Free Time

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

ITEM 406 – Terminal Operator's Right to Store Cargo

Cargo not removed from piers within the free time period may at any time thereafter, at the option of the Terminal Operator, be placed in storage at the risk and expense of the goods subject to any charges which may have accrued prior to

removal and further subject to any expenses which may accrue as a result of said removal.

All wharf demurrage charges, which have accrued prior to the removal of the goods from storage, shall be assessed and collected.

500 – Free Time on Export Cargo

ITEM 501 - Definition

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

ITEM 502 - Free Time Period

Free Time on export cargo shall be 5 days (exclusive of Saturdays, Sundays and legal holidays) except as listed in sub-paragraph A. below.

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

ITEM 503 - Commencement of Free Time

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

600 – Wharf Demurrage on Import Cargo

ITEM 601 - Definition

Wharf Demurrage is a charge against the cargo if the cargo remains on the pier after the expiration of free time. As used herein, Wharf Demurrage applies to Import Cargo.

Saturdays, Sundays and holidays shall be included in computing demurrage.

ITEM 602 - Rates except as noted below

A. A. The following rates shall apply for cargo measuring up to and including 80 cubic feet per ton of 2,000 lbs.:

\$5.25 per net ton (2000 lbs), for the first period of five calendar days or fraction thereof after the expiration of free time.

Minimum charge \$30.00.

\$9.25 per net ton (2000 lbs), for the second period of five calendar days or fraction thereof after the expiration of free time.

Minimum charge \$30.00.

\$13.85 per net ton (2000 lbs), for the third period and each succeeding period of five calendar days or fraction thereof after the expiration of free time.

Minimum charge \$30.00 for each period.

Exceptions:

(1) Passenger Type Automobiles

\$25.00 per automobile per day.

(2) Trucks, tractors, and other wheeled vehicles

\$30.00 per vehicle per day.

(3) Loaded Containers

(a) Containers measuring up to and including 20 feet:

\$60.00 per day for each day or fraction thereof after the expiration of free time.

(b) Containers measuring in excess of 20 feet:

\$75.00 per day for each day or fraction thereof after the expiration of free time.

Note: The Terminal Operator reserves the right to measure all cargo.

Partial Shipments: When only part of a shipment covered by a Bill of Lading becomes subject to demurrage charges and it is not possible to ascertain exact weight or measurement of such part shipment, the determination of weight or measurement of cargo subject to demurrage charges shall be arrived at by dividing the total number of packages stated in said Bill of Lading into the total weight or measurement, as freighted, and applying the mean average so determined to the number of the packages remaining on the pier and subject to demurrage charges.

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

ITEM 603 - Responsibility for Payment of Demurrage and Other Charges

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

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

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

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

ITEM 604 - Assessment of Wharf Demurrage Charges During Terminal Tieups

When the delivery of cargo discharged from a vessel is prevented by reason of the pier facility or facilities being immobilized, in all or part, by weather conditions, strikes, or work stoppages of longshoremen or personnel employed by the Terminal Operator or water carrier, cargo affected thereby shall be granted additional time free of demurrage to cover the delay if the cargo is on free time or consolidation time when such condition arises. If cargo is on demurrage, first period demurrage charges as set forth above shall be assessed against such cargo.

700 – Wharf Demurrage on Export Cargo

ITEM 701 - Definition

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

ITEM 702 - Rates

A. The following rates shall apply for cargo measuring up to and including 80 cubic feet per ton of 2,000 lbs.:

\$1.29 per net ton (2000 lbs), per day, or fraction thereof, for the first 5 calendar days after the expiration of free time.

Minimum charge \$20.00

\$2.40 per net ton (2000 lbs), per day, or fraction thereof, for the next 5 succeeding days.

Minimum charge \$20.00

\$5.67 per net ton (2000 lbs), per day, or fraction thereof, for each succeeding day.

Minimum charge \$20.00.

Saturdays, Sundays and holidays shall be included in computing demurrage.

A.1. Containers measuring up to and including 20 feet:

\$60.00 per day for each day or fraction thereof after the expiration of free time.

A.2. Containers measuring in excess of 20 feet:

\$75.00 per day for each day or fraction thereof after the expiration of free time.

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

Note: The Terminal Operator reserves the right to measure all cargo.

Partial Shipments: When only one part of a shipment covered by a Bill of Lading becomes subject to demurrage charges and it is not possible to ascertain exact weight or measurement of such part shipment, the determination of weight or measurement of cargo subject to demurrage charges shall be arrived at by dividing the total number of packages stated in said Bill of Lading into the total weight or measurement, as freighted, and applying the mean average so determined to the number of the packages remaining on the pier and subject to demurrage charges.

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

ITEM 703 - Assessment of Charges

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

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

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

C. If the export shipper takes none of the actions mentioned in Paragraph B above, demurrage charges in successive periods shall be assessed against the export shipper after the vessel's liability for demurrage has expired. Such demurrage shall likewise terminate upon the export shipper's action as aforesaid. For cargo on demurrage on the cancelled date of sailing, demurrage shall continue for the account of the export shipper until such time as he takes one of said actions. In the event the export shipper has another vessel designated, the free time and consolidation time periods set forth and the wharf demurrage charges set forth herein shall apply, with the free time for the other vessel commencing on the date that the export shipper has the other vessel designated.

D. The announced date of sailing shall be that date(s) appearing in Journal of Commerce or the Shipping Digest, or any other appropriate publication of general circulation, as, from time to time, may be designated in this tariff.

ITEM 704 - Assessment of Wharf Demurrage Charges During Terminal Tieups

When the loading of cargo into a vessel is prevented by reason of the pier facility or facilities being immobilized, in all or part, by weather conditions, strikes, or work stoppages of longshoremen or personnel employed by the Terminal Operator or water carrier, cargo affected thereby shall be granted additional time free of demurrage to cover the delay if the cargo is on free time or consolidation time when such condition arises. If cargo is on demurrage, first period demurrage charges as set forth above shall be assessed against such cargo.

ITEM 705 - Identification of Vessel

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

ITEM 706 - Transfer of Ownership of Cargo for Export

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

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

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

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

C. The terminal operator must receive permission in writing from the carrier (Steamship line) to release subject cargo back into the custody of the shipper.

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

ITEM 708 - Responsibility for Payment of Demurrage and Other Charges

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

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

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

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

800 – Railroad Car Loading and Car Unloading

ITEM 801 - Definition

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

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

C. Usage shall mean the use of pier, dock, wharf or other terminal property by the rail carrier, its agents, servants and/or employees when it elects to perform its own railroad carloading and/or unloading.

ITEM 802 - Rates

The rates set forth below are solely for the service of loading or unloading cargo or from cars at a terminal facility and are based on a net ton of 2,000 pounds.

A. Loading or unloading of bulk freight to or from rail cars.
Rates on request.

B. Loading or unloading self-propelled vehicles, wheeled units, or mobile equipment (excluding passenger type automobiles) which can be driven on or off rail cars.

\$210.00 per unit

C. Heavy Lifts over 10,000 lbs.
Rates on Request

D. Usage charge.
\$17.50 per net ton (2000 lbs)

ITEM 803 - Accessorial Services

The above items will be charged as follows:

The prevailing rates per hour paid for similar labor in the Philadelphia territory at time services are performed, plus all fringe benefit funds, plus Social Security taxes and insurance, plus cost of material, plus 20% of the total of above items for

overhead and supervision. The said current rates are also subject to all terms and conditions of applicable collective bargaining agreements.

ITEM 804 - Overtime and Holiday Work

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

NOTE: The holidays referred to above are as follows:

New Year's Day, Martin Luther King, Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve.

ITEM 805 - Railroad Car Demurrage

The Terminal Operator shall not be responsible for the payment of railroad car demurrage.

ITEM 806 - Payments When Credit is Granted

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

ITEM 807 - Cargo Which will be Handled for Direct Transfer

Subject to the completion of the necessary arrangements with the Terminal Operator involved prior to the arrival of the vessel and provided the rail cars carrying the cargo listed below are at the pier at the time that the particular cargo is loaded or discharged to or from the ship, the following cargo will be handled as Direct Transfer Cargo, as set forth herein:

- A. Bulk liquid or bulk dry cargo.
- B. Heavy lifts of twenty-five net tons or more.
- C. Packages or pieces of machinery or other cargo exceeding 600 cubic feet per package or piece.
- D. Steel sheets in coils.

E. Paper in rolls; waste paper in bales; wood pulp – minimum 1 ton per unit.

F. Resin in 1 ton bulk bags.

Note: The cargoes enumerated in D, E and F above is subject to the following requirements:

In order to qualify for direct transfer there must be:

(i) A minimum of one thousand tons, which is blocked or stowed on a vessel; (ii) one shipper or consignee; and (iii) no sorting required.

No rail loading or unloading or usage charge shall be assessed against the above cargo for Direct Transfer. Any other cargo, which is not enumerated above will not be accepted for Direct Transfer and will be handled on the pier in accordance with the rates, charges, rules and regulations set forth in this Tariff.

900 – Transportation Workers Identification Credential (TWIC)

TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transport Security Administration (TSA) and U.S. Coast Guard. TWIC's are tamper resistant biometric credentials that will be issued to workers that require unescorted access to secure areas of ports, vessels, out continental shelf facilities and all credentialed merchant mariners.

The TWIC is a vital security measure that will ensure individuals who pose a threat do not gain unescorted access to secure areas of the nation's maritime transportation system.

Trucking company drivers and other visitors who do not hold a TWIC card will be charged the following fees when escorts on the facility are utilized to conduct their business on the terminal.

Containers: \$ 150.00 per move

Building 6 steel products / warehouse: \$ 60.00 per hour / 2 hour minimum.

All other business to be conducted: \$ 60.00 per hour / 2 hour minimum.

901 – Fuel Surcharge

The terminal operator reserves the right to impose a fuel surcharge.

1000 – Truck Loading and Unloading

ITEM 1001 - Abbreviations

OFBT – Open flat bed truck.

ITEM 1002 - Application of Rates

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

ITEM 1003 - Definitions

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

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

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

The unloading of cargo from the truck shall be under the supervision of the driver of the truck.

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

All other loading and/or unloading that requires more equipment and/or personnel than one forklift truck and operator per package or pallet shall be considered full loading or unloading.

The choice of partial or full loading and/or unloading shall be left to the discretion of the motor carrier, shipper or consignee provided the service requested comes within the provisions of this definition. (These provisions shall not be construed as compelling the Terminal Operator to provide pallets.)

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

Note: A cancellation charge of \$250.00 per truck for all trucks that make an appointment and do not show up for that appointment will be assessed.

D. Loading and Unloading of Pre-palletized Cargo: Pre-palletized cargo is a consolidation of units of general cargo secured to a pallet to the satisfaction of the terminal operator. A pallet is a two level platform, constructed of wood, metal or other material, of sufficient strength to accommodate the cargo for which it is used, with at least 4 inch bearers between the two levels, and open on at least two sides. The cargo must be loaded in such a manner as to cover the loading surface of the pallet, leveled at the top and squared on all four sides so that the unit forms a smooth block. The pallet must be an integral part of the cargo and must remain with the cargo when it is moved either as an export or an import shipment. Any palletizing performed on the pier does not qualify for the pre-palletized rate. In order to qualify for the pre-palletized rate the minimum weight or measurement of the pallet, and cargo shall be either 1,000 pounds or 64 cubic feet, and the maximum weight shall be 10,000 pounds.

Note: Bales or bundles, skidded machinery, iron, steel and other unfinished metals and glassware are not included in this definition. Cargo in excess of 10,000 pounds shall be billed at the heavy lift charges.

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

F. Direct Transfer: Direct transfer shall mean the movement of the cargo specifically enumerated herein from an open truck or a tank truck to a ship or vice versa.

ITEM 1004 - Right to Load or Unload Trucks

A trucker, shipper or consignee shall have the right to select one of the following services:

A. Full or partial (tailgate) loading or unloading of pre-palletized cargo which shall be performed by Terminal Operator, his agents, servants and employees at the rates set forth in Item 1010, A (1&2) and B (1&2) and subject to the rules, regulations and practices contained in this subrule.

B. The trucker, shipper or consignee, at its option, may perform the truck loading or unloading at the rate set forth in Item 1010, A (1&2) and B (1&2) and subject to the rules and regulations contained in this subrule.

The trucker, shipper or consignee shall provide a truck or other vehicle, which is adequate and suitable for safe loading and unloading.

ITEM 1005 - Evidence of Insurance

When the trucker, shipper or consignee elect to perform its own truck loading and/or unloading it shall be required to file with the Secretary of the Tariff, a certificate of insurance showing proper coverage for legal liability for damage to pier property, cargo and/or personal injuries in an amount of not less than \$300,000. No trucker, shipper or consignee shall be permitted to perform any truck loading or unloading until such certificate has been filed or presented to the Terminal Operator. All mechanical loading or unloading equipment brought upon the pier by the trucker, shipper or consignee shall meet the Coast Guard requirements.

ITEM 1006 - Collection for Services Rendered

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

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

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

ITEM 1007 - Minimum Charge

The minimum charge shall be \$275.00 per truck.

ITEM 1008 - Overtime Charges

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

time will be charged for at regular straight time rates. The maximum overtime rate shall not exceed a fifty percent surcharge on the applicable tariff rate.

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

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

ITEM 1010 - Rates

A. The following rates shall apply for cargo measuring up to and including 300 cubic feet per net ton of 2,000lbs. The volume rate listed herein is for the said cargo which is in excess of 1,000 tons where there is one shipper, one consignee and no sorting required.

(1) Partial or Tailgate Loading and Unloading
Regular Rate \$28.75 per net ton (2000 lbs)
Volume Rate \$25.20 per net ton (2000 lbs)

(2) Direct Discharge Usage Charge
Regular Rate \$17.50 per net ton (2000 lbs)
Crane Hire when Required - \$875.00 per hour (Standard, not H/Lift Crane)
Heavy Lift crane – See Item 1011

B. The following rates shall apply to the cargo below. The volume rate listed is for the said cargo, which is in excess of 1,000 tons where there is one shipper, one consignee and no sorting required.

(1) Loading or unloading of pre-palletized skidded cargo

Regular Rate \$19.95 per net ton (2000 lbs)
Volume Rate \$18.00 per net ton (2000 lbs)

NOTE: For definition of pre-palletized cargo see Item 1003 (D)

ITEM 1011 - Heavy Lift Charges – OFBT Only

| | |
|------------------------|--|
| 10,001 to 40,000 lbs. | \$38.85 per net ton (2000 lbs) |
| 40,001 lbs. and over | Rate on request |
| Crane Hire if required | - \$875.00 per hour |
| Heavy Lift Crane | \$1250.00 per hour plus set up / breakdown |

The handling of heavy lifts in excess of 10,000 lbs. for any single unit shall be subject to the completion of the necessary arrangements with Terminal Operator and shall be limited to the capacity of the Terminal Operator's equipment at that location. If the Terminal Operator has to hire extra equipment there shall be a special charge assessed against the party ordering the service. Except as otherwise noted herein the tariff rates set forth herein for other than heavy lifts are applicable to single units weighing 10,000 lbs. or less.

ITEM 1012 - Special Stowage of Trucks

When the truck is loaded or unloaded in a manner which requires special stowage, handling, sorting, grading or otherwise selecting the cargo for the convenience of the trucker, shipper or consignee, the Terminal Operator shall make an extra labor charge, in addition to the applicable tariff rate of \$ 75.00 per man per hour for straight time hours and \$ 100.50 per man per hour for overtime hours, with a minimum charge of one hour for the first hour or fraction thereof worked. The balance of time worked to be computed and charged on the basis of each fifteen minutes or fraction thereof.

ITEM 1013 - Services Not Otherwise Provided for

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

ITEM 1014 - Cargo Which Will Be Handled for Direct Transfer

Subject to completion of the necessary arrangements with the Terminal Operator involved prior to the arrival of the vessel, and provided the trucks carrying the cargo listed below are at the pier at the time that the particular cargo is loaded or discharged to or from the ship, the following cargo will be handled as Direct Transfer Cargo, as set forth herein:

A. Heavy lift of 25 net tons or more
Usage Charge

B. Packages or pieces of machinery or other cargo.
Usage Charge

ITEM 1015 - Delivery Orders

Delivery order may not be pre-lodged and must be in the possession of the truck drivers. Where there are multiple deliveries to be made against an original delivery order, subsequent drivers must possess either a duplicate of the original delivery order bearing an original signature which is the same as the original delivery order, or a copy of the original delivery order with a covering letter on the trucking firm or broker's stationery bearing an original signature of a company official.

ITEM 1016 - Receipt and Delivery of Truck Cargo by Appointment

A motor carrier shall be charged the sum of \$250.00 per truck in the event such motor carrier fails to keep an appointment on the day for which such appointment is granted.

1100 - Miscellaneous Services

ITEM 1101 - Opening and Closing Packages

A. Opening and Closing Packages and/or Containers for inspection by Customs or any other governmental agencies.

\$64.00 per package or container

B. Assisting Customs in Wharf inspection of Cargo

\$64.00 per package

ITEM 1102 - Servicing of Passenger Type Automobiles

\$65.00 per auto

ITEM 1103 - Servicing of Trucks, Tractors and other wheeled vehicles

\$80.00 per vehicle

ITEM 1104 Removed 12/06

ITEM 1105 - United States Regulatory Body Inspections / Ancillary Terminal Charges

(1) US Customs X-Ray Inspection

\$180.00 per occurrence (Dry containers) (Straight time M – F only)

\$210.00 per occurrence (Refrigerated containers inclusive of unplugging and re-plugging) (Straight time M – F only)

\$ 265.00 per occurrence (Refrigerated containers inclusive of unplugging and re-plugging with Genset mounted) (Straight time M – F only)

(2) Two (2%) percent inspection

\$505.00 per inspection (inclusive of spotting container/breaking seal/min. inspection/all labor/resealing of container)

(a) Two (2%) percent inspection with cuttings

\$765.00 per inspection (inclusive of spotting container/breaking seal/min. inspection/all labor/resealing of container)

(3) USDA - Snail Inspection

\$120.00 per inspection

\$135.00 per inspection (Refrigerated containers inclusive of unplugging and re-plugging (Straight time M – F only)

(4) Tail gate inspection (When performed in the container yard) including removing from stack, labor to break seal, resealing, replacing back in stack.

\$120.00 per inspection

Tail gate inspection (When performed at the platform) including, mount/dray to platform/labor to break seal/inspection/resealing/dray to yard/dismount)

\$250.00 per inspection (Dry)

\$280.00 per inspection (Refrigerated container)

(5) Full Inspection (Performed at the platform) Full strip / full inspection /full restuffing.

\$1190.00 Full strip palletized / USDA full strip

\$1785.00 Full strip palletized / USDA full strip **(Overtime)**

(6) Ancillary yard move(s) requested by either a Regulatory Body/Steamship Line/Broker not associated with either a gate or vessel move.

\$75.00 per move

(7) Bundling of Chassis

\$80.00 per chassis (including runner)

\$115.00 per bundle (lumber)

Note: Trucker to supply their own chains for securing.

(8) Drop weighing of containers at PAMT scale

\$122.00 per occurrence

(9) Radiation Level Monitoring

\$150.00 per container

(10) Hot work permit issuance fee

\$75.00 per issuance (Straight time)

\$150.00 per issuance (Overtime)

(11) Removal / placement of placards

\$20.00 per placard for removal / placement

\$10.00 per placard furnished

\$2.00 per letter digit / IMO required

(12) Cold Treatment downloads

\$60.00 per action

(13) Placement of refrigerated container for pre-trip operation

\$75.00 per container

(14) Off hire / for sale containers

First 30 days on terminal / in inventory - no charge

Thereafter -

Up to 20 feet - \$2.50 per day/per container

Over 20 feet - \$5.00 per day/per container

(15) USDA probes / sensor cord removal from containers

\$52.00 per container

(16) Removal and return controlled atmosphere / cold treatment units

\$75.00 per container

(17) Refrigerated container temperature change

\$65.00 per request

(18) Overheight Truck unloading/loading charge

\$375.00 per container

(19) Photograph(s) request / delivery fee

\$75.00 per request

(20) Non vessel associated gate transaction

\$85.00 per transaction (this does not include ancillary yard moves when applicable if the subject container(s) is/are buried in stacks)

ITEM 1106 – Handling Yachts or Sailboats

A. Handling yachts or sailboats up to 50 feet from the pier to the water or from the pier to a truck
\$2500.00 per occurrence (Shore crane not included)

B. Handling yachts or sailboats in excess of 50 feet from the pier to the water or from the pier to a truck.

Rates on request

C. Handling of yachts or sailboats up to 50 feet to / from a vessel to / from the water.

\$2000.00 per occurrence

D. Handling of yachts or sailboats in excess of 50 feet to / from a vessel to / from the water.

Rates on request

E. Disposition of yacht cradles.
\$750.00

***** When receiving yachts or sailboats from the water, divers must be provided by the owner or their representative to ensure proper strap placement underwater. In addition, the owner or their representative is required to be present to ensure proper placement of boat onto cradle, if applicable.**

ITEM1107- Fresh Water

A. Fresh water supplied to vessels during regular work hours will be as follows:
\$3.50 per ton

Charge per connection
\$425.00

Note 1: If furnished on overtime \$120.50 per hour for the required overtime hours.
Note 2: When water is furnished on Saturdays, Sundays or holidays there will be a minimum labor charge of 4 hours at \$120.50 per hour, in addition to regular charges as listed above.

ITEM 1108 Terminal Security Fees

- A. Containers: \$5.00 per loaded container
- B. Break – Bulk cargo: \$.20 cents per net ton (2000 lbs)
- C. Dockage: Wherein a customer receives a dockage invoice, five (5) percent of the total dockage invoice per call.
- D. Passengers: \$1.00 per passenger
- E. Automobiles: \$1.00 per automobile
- F. Bulk / liquid cargo: \$.03 cents per net ton (2000 lbs)

1200 – Shipments of Steel and Other Metals

ITEM 1201 - Import and Export Shipments Loaded or Unloaded to or from the Pier and to or from Flatbed Trucks

A. (2,000 lbs. per net ton) to one receiver or ultimate consignee where there is no sorting and no splitting of bills of lading.

(1) Steel sheets in coils, aluminum sheets in coils, tinplate in coils with a minimum weight of 3,000 lbs.

\$8.00 per net ton (2000 lbs).

(2) Steel sheets tinplate in coils or packs that is skidded and strapped.

\$13.00 per net ton (2000 lbs).

(3) Blocks, bundles or packs (skidded and strapped) of aluminum, lead, zinc, copper skidded and strapped coils of aluminum sheets.

\$15.10 per net ton (2000 lbs).

(4) Plate, structural and aluminum ingots and sows, pipe and bundles of wire rods, tubing, boiler tubes, wire (excluding heading wire).

\$18.90 per net ton (2000 lbs).

ITEM 1202 - Import and Export Shipments Loaded or Unloaded to or from the Pier, and to or from Open-Top Railroad Cars, Including Gondola and Flat Cars

The rates below are applicable when the following cargo is loaded or unloaded to or from the pier to a railroad car and to or from open-top railroad cars, including gondola and flat cars. The said rates do not include blocking, bracing or chocking, which, if required, will be billed for separately as set forth under Item 803 (Accessorial Services) of this tariff.

NOTE: The loading and unloading of railroad cars shall be limited to the capacity of the Terminal Operator's equipment. If the Terminal Operator has to hire extra equipment there shall be an additional charge assessed thereof.

Rates upon request.

A. Removing and replacing lids from open-top railroad cars, including gondola and flat cars.

\$200.00 per car

EQUIPMENT RENTAL SCHEDULE

Diesel Forklifts

| | | |
|----------------------------|----------|----------|
| 8,000 lb. capacity | \$45.00 | per hour |
| 13,000 lb. capacity | \$53.00 | per hour |
| 18,000/30,000 lb. capacity | \$60.00 | per hour |
| 30,000/65,000 lb. capacity | \$70.00 | per hour |
| 62,000/92,000 lb. capacity | \$110.00 | per hour |

Full Container Handler \$300.00 per hour

Reachstacker \$400.00 per hour

Electric Forklifts

\$2,500/5,000 lb. capacity \$35.00 per hour

Yard Hustlers \$50.00 per hour

Trailer Chassis \$20.00 per hour

Gantry crane \$875.00 per hour
2 hour minimum

Mafi trailers \$60.00 per day
(after first 5 days of usage)

1300 – Delinquent payments for services rendered

Accounts that have been furnished credit terms will be considered delinquent if payment is not received within 30 days of the invoice date. Such accounts will be assessed a 1 % per month late fee or 12 % per annum. The terminal operator reserves all rights not to deliver or receive cargo until all monetary obligations have been satisfied.