



PORT OF WILMINGTON
TERMINAL TARIFF

Issued on December 1, 2018

BY:

GT USA Wilmington, LLC

1 Hausel Road

Wilmington, DE 19801

Telephone: 302 472 7822

Facsimile: 302 472 7825

The Port of Personal Service

The Port of Personal Service

USE OF THE TARIFF	34.01
DEFINED TERMS	34.02
ARRANGEMENTS FOR HANDLING BUSINESS	34.03
ASSIGNMENT OF BERTH	34.04
MOVEMENT OF VESSELS	34.05
VESSELS REQUIRED TO USE TUGS	34.05A
DETENTION RULES	34.06
DISCHARGING/LOADING LOOSE MATERIALS	34.07
EXPLOSIVES/HAZARDOUS CARGO	34.08
REMOVAL OF REFUSE MATERIAL	34.09
MOVEMENT/REMOVAL OF OBJECTIONABLE FREIGHT	34.10
IMPROPER PACKAGING	34.11
COOPERAGE	34.12
STEVEDORING	34.13
LIMITATION OF LIABILITY AND INDEMNITY	34.14
RESPONSIBILITY FOR DAMAGE TO TERMINAL	34.15
VENDORS	34.16
SEVERABILITY	34.17
BUSINESS HOURS	34.18
HOLIDAYS	34.19
WORK STOPPAGE	34.20
BILLING OF CHARGES	34.21
PAYMENT OF CHARGES	34.22
HANDLING LINES	34.23
FRESH WATER SUPPLY	34.24
TRUCK WEIGHING	34.25
HARBOR SECURITY	34.26
RIGHT TO STORE AFTER FREE TIME	34.27
RIGHT TO SELL GOODS (UNPAID CHARGES)	34.28
TERMINAL INSURANCE REQUIREMENTS	34.29
HAZARDOUS CARGO TERMINAL RECEIVING CHARGE	34.30
SMOKING WITHIN THE TERMINAL	34.31

CUSTOMS INSPECTION	34.32
USE OF TERMINAL FACILITIES FOR INSPECTIONS AND FUMIGATIONS	34.33
TERMINAL LEASE AND LEASE RENEWAL FEE	34.34
DOCKAGE	34.35
WHARFAGE CHARGES	34.36
FREE TIME/DEMURRAGE IMPORT	34.37
FREE TIME/DEMURRAGE EXPORT	34.38
TRUCK/ROLL TRAILER UNLOADING AND LOADING	34.39
RAILROAD CARLOADING/CAR UNLOADING	34.40
EQUIPMENT SERVICES – PORT OPERATED FOR THIRD PARTY	34.41
MISCELLANEOUS SERVICES	34.42
SECURITY FEES	34.43
TERMINAL USAGE FEES	34.44

RULES AND REGULATIONS

GENERAL - RULES

RULE: 34.01

USE OF THE TARIFF

The use of the facilities and/or services offered in this Tariff under the jurisdiction of the GT USA Wilmington, LLC (Port) shall constitute consent to the terms and conditions of this Tariff, and evidences an agreement on the part of all vessels, their owners and/or agents, and other Users of such facilities to pay all charges specified in this Tariff and be governed by all rules and regulations contained herein.

Choice of Law and Jurisdiction: This Tariff and any disputes hereunder shall be governed by, interpreted and construed under Delaware law, without regard to the conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the courts of Delaware.

Port Rules and Regulations: Any entity or persons doing business with the Port agrees to comply with, and be bound by, all posted speed limits and other safety rules while in the Port.

The TERMINAL property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk and are subject to search upon entering and leaving the Terminal. 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. All Users of the TERMINAL and visitors to the TERMINAL agree to be bound by the terms of the Facility Security Plan that the TERMINAL has on file with the United States Coast Guard.

Rule: 34.02

DEFINED TERMS

The following definitions will apply to Port terminal facilities which defined as one or more structures comprising a terminal unit, and include, but are not limited to wharves, warehouses, covered and/or open storage spaces, cold storage warehouses, and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and the interchange of same between land and water carriers or between two water carriers.

AUTHORITY – means applicable agencies and authorities (including Port) having jurisdiction over the Port, Customs, Immigration, Emigration and related activities at the Port of Wilmington.

BACKHAULING - the movement of non-containerized cargo from shipside to designated storage area.

CARRIER - means any party or parties either owning, nominating or contracting with the Vessel including, but not limited to, its agent(s), owner(s), operator(s) and/or charterer(s).

CARGO – means all types of bulk, break bulk, dry bulk or any other forms of Cargo whatsoever, including but not limited to any solid, liquid, live animals, vehicles, loose cargo, an empty or loaded Container and whatever is conveyed or to be conveyed in a Vessel.

CBP – means U.S. Customs and Border Protection.

CHECKING - means the service of counting and checking cargo against the appropriate documents for the account of the cargo or the vessel, or other person requesting the same.

CONSIGNEE - refers to the consignee of cargo as shown on the vessel bill of lading and/or manifest.

CONTAINER – means a demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes or pallet.

CY – means Container Yard within the boundaries of respective Terminal.

DEMURRAGE – means penalty assessed after free time expires for loaded containers, empty containers or for any other cargo while at the Port.

DOCKAGE - means the charge assessed against a vessel for berthing at a wharf, pier, or bulkhead structure, or for the mooring to a vessel so berthed.

DRAY – means movement between locations inside the terminal.

FREE TIME - means the specified period during which cargo may occupy space assigned to it on Terminal property or in a warehouse, free of demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

HANDLING - means the service of physically moving cargo between point of rest and any place on the Terminal facility, other than the end of the ship's tackle. It includes moving freight into or out of storage.

HEAVY LIFT - means the service of providing heavy lift cranes and/or equipment for lifting cargo.

IMCO – means International Maritime Control Organization.

IMO – means International Maritime Organization.

LOADING AND UNLOADING - means the service of loading or unloading cargo between any place on the Terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the Terminal facility.

MEASUREMENT TON - this shall mean 40 cubic feet (L x W x H in feet / 40).

MERCHANT – A shipper, importer, holder of a bill of lading, consignee, receiver of any goods, any person owning or entitled to possession of such goods or of a bill of lading relating to goods, their respective principals and anyone acting on behalf of such person.

OOG – means Out of Gauge.

OPEN FLATBED TRUCK (OFTB) - refers to a truck with no sides or tailgate, as well as to one from which the sides and tailgate have been removed by the truck driver prior to loading and/or unloading operations.

OT – means Over Time.

POINT OF REST - means that area on the Terminal which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee, and that area which is for vessel loading.

PORT OF WILMINGTON - Where the term "Port" or "Port of Wilmington" is used in this Tariff, it shall be held to mean the Port of Wilmington, Delaware, including all property and facilities within the boundaries of the Terminal, an operation of GT USA Wilmington, LLC. The office of the CEO shall be the sole interpreter of this Tariff.

PRE-UNITIZED AND PALLETIZED CARGO - refers to packages mounted on a prepared Platform (and, in the case of pre-unitized cargo, strapped together) in such a way to form a single unit. To be acceptable, the platforms must be made out of wood, plastic, or metal, and shall rest on, and be fastened to, runners of steel or wood, with openings wide enough to permit free access of forklift blades and so spaced as to provide a balanced load when lifted.

REFRIGERATED CARGO (REFRIGERATED AND TEMPERATURE SENSITIVE CARGO) - refers to cargo which must be maintained at temperatures of 60 degrees Fahrenheit or lower.

SKIDDED CARGO - refers to boxes, cases and/or cartons to which runners of steel or wood have been positioned in such a way as to permit free access of forklift blades and to provide a balanced load when lifted.

SOLAS – means the Safety of Life at Sea Convention as published by the International Maritime Organization (IMO).

ST – means Straight Time.

STEVEDORING – means the physical handling of Container(s) or Cargo between the Vessel and the CY.

STORAGE - is the arrangement for placing a product into a designated area, either open or covered, for the purposes of leaving the product for an extended period of time.

TERMINAL - it shall mean the Marine Terminal facility, land, pier, wharves, bulkhead, docks and structures, including warehouses operated by the Port of Wilmington, an operation of GT USA Wilmington, LLC.

TERMINAL STORAGE - means the service of providing warehouse or other Terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, bonded storage and refrigerated storage, after storage arrangements have been made.

TERMINAL USAGE FEE – is a charge, separate from Wharfage, against the Stevedore for fees related to the public private partnership agreement.

TEU – this shall mean a twenty-foot equivalent unit.

TON - this shall mean a short Ton of 2,000 pounds.

TRANSSHIPMENT – means Container(s) Discharged in the Terminal from a Vessel for the purpose of reshipment to another port. Such Container(s) must not leave the Terminal until the time of reshipment.

TWIC – means Transportation Worker Identification Credential.

USAGE - means the use of the Terminal facility by any rail carrier, lighter operator, trucker, shipper, or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

USER – Any Merchant, Carrier, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any agent, stevedore other than GT USA Wilmington, contractor or representative of the aforementioned persons who use or benefit from use of the terminal.

VESSEL - this shall mean floating craft or equipment of every description.

VGM – Verifiable Gross Mass as detailed by the International Maritime Organization’s (IMO) Safety of life at Sea Convention (SOLAS).

WHARFAGE - is a charge against a vessel, its owners or operators, on all cargo including containerized cargo, as well as empty containers received for such vessel or for loading or discharging cargo to or from a vessel while docked at the wharf. It includes all cargo passing or conveyed over, onto or under wharves, or between vessels (to or from barge lighter or water), when berthed at a wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service. Cargo manifests or summaries are the basis of the wharfage charge and must be furnished to the Port of Wilmington within ten (10) business days of sailing.

Rule: 34.03

ARRANGEMENTS FOR HANDLING BUSINESS

When Shippers, Consignees, Rail, Motor or Water Carriers forward business to the Port of Wilmington, arrangements must be made in advance for the handling or storage of freight, otherwise, it is the option of the Port as to whether or not such business shall be accepted.

Rule: 34.04

ASSIGNMENT OF BERTH

Those vessels through their owners or agents desiring a berth at the Port of Wilmington shall apply for berthing arrangements at least 48 hours in advance or as soon as possible prior to the arrival at the Terminal. The agent shall be required to supply the Port with copies of the manifest at the earliest practicable date. Berthing will be assigned according to availability. The assignment of berthing is the responsibility of the Port.

Rule: 34.05

MOVEMENT OF VESSELS

Vessels are to move or vacate the Terminal facilities at the direction of the Port. Whenever necessary for the operation of the Port, the office of the Director of Port Operations may order a vessel to move at the vessel's expense. Any vessel which is not moved promptly upon notice to do so may be shifted, and any expense involved, including labor costs, idle costs for labor and equipment, damage to the vessel or other vessels or to the dock, during such removal shall be charged to such vessel. Vessels berthing at the Terminal shall, at all times, have onboard sufficient personnel to move said vessel for the protection of the ship and the Port.

Rule: 34.05A

VESSELS REQUIRED TO USE TUGS

All Vessels docking or undocking at Port of Wilmington berths will be required to use tug assistance. Under special circumstances, the Port's Harbor Master, at his discretion may, but is not required to, waive this requirement on a per case basis. A request to waive this requirement for tug assistance must be received by the Director of Port Operations or Harbor Master personally or by the telephone 302-472-7695, and by written request delivered by person or by FAX at (302) 472-7742, at least twelve hours before the vessel arrives at the Port of Wilmington. If the vessel is expected to arrive on a Saturday, Sunday or on a Monday morning, any request to waive tug assistance must be delivered by 12:00 noon on the preceding Friday. The written request must set forth the special circumstances upon which the request is based. In the absence of express waiver by the Harbor Master, tugs must be used. Failure to comply with this item could result in denial of a berth.

Rule: 34.06

DETENTION RULES

Whenever one or more vessels are waiting to load/unload, or whenever berths are declared by the Port to be threatened with congestion, or whenever any berthed vessel or is for any reason unable to load/unload, the Port in its sole discretion may require berthed vessels to work continuously, including overtime, or vacate the berth. Any vessel then in berth, which refused for any reason is unable to work continuously, including overtime, shall at its sole cost and expense promptly vacate the berth on the order of the Port. Any cost or penalty arising from the failure to move will be the responsibility of the vessel, its owners, agents or operators.

Rule: 34.07

DISCHARGING/LOADING LOOSE MATERIALS

In the discharging or loading of loose materials, precautions, such as a canvas chute, or other contrivance or arrangement satisfactory to the Port must be used to prevent any part of such material from falling into the water.

Rule: 34.08

EXPLOSIVES/HAZARDOUS CARGO

Vessels laden with explosives or other hazardous or highly inflammable cargo will not be allowed to berth within the berthing limits of any pier, dock, wharf, bulkhead, or other Terminal structure in accordance with the Port's current Facility Security Plan (FSP).

Rule: 34.09

REMOVAL OF REFUSE MATERIAL

Rubbish, refuse, or other material must be removed from pier, bulkhead, or other area within the confines of the Terminal or other property controlled by the Port by the person placing it there, upon demand by the Port, otherwise it will be removed at the expense of the party responsible and the charges will be billed at the prevailing labor and equipment rate schedule.

Rule: 34.10

MOVEMENT/REMOVAL OF OBJECTIONABLE FREIGHT

The Port reserves the right to move freight or other material, which in its judgment is liable to damage other goods, to another location within the Terminal, or to private facilities at the risk and expense of the owner.

Rule: 34.11

IMPROPER PACKAGING

The Port reserves the right to reject any or all freight not suitably packed to withstand the ordinary handling necessary in its transportation and/or storage, or to be repacked at the expense of the shipper.

Rule: 34.12

COOPERAGE

All necessary cooperage, bailing and/or bagging shall be done at the owner's expense, except where such service is required as the result of demonstrated negligence on the part of the Port.

Rule: 34.13

STEVEDORING

All stevedoring (loading or discharging of vessels) will be subject to the rules and regulations of the Port and must be performed in such a manner satisfactory to the Port, but the Port assumes no responsibility for third party stevedoring, i.e. stevedoring not performed by GT USA Wilmington.

Rule: 34.14

LIMITATION OF LIABILITY AND INDEMNITY

- A. The Port and/or GT USA Wilmington, LLC shall be liable only for loss or damage proximately caused by their failure to exercise due and proper care in performing services and affording the facilities or other activities provided for herein. In no case, shall the Port and/or GT USA Wilmington, LLC be liable for sums in excess of \$500 per package or unpacked freight unit or customary freight unit unless the shipper, the consignee, consignor, or their representative, prior to the commencement of such services

or use of such facilities, declares a higher value and pays to the Port in addition to the other charges for such charges herein set forth, a premium computed on one percent (1%) of the declared value of each package, unpacked freight unit or customary freight unit for damages resulting from its failure to exercise due and proper care in performing the services or affording the facilities provided for herein.

- B. During the time that equipment and labor are leased from the Port, the lessee of such equipment and labor shall supervise, direct, and control the activities of the operator of such equipment, and the operator of such equipment shall follow the instructions and signals of the lessee. The lessee shall provide qualified signalmen, and shall be responsible for those actions of the operator performed in compliance with such instructions and signals. The lessee shall be responsible for the negligence of the lessee. All parties who lease any such equipment and or use an operator and/or other laborer shall indemnify the Port and GT USA Wilmington, LLC against, and shall save them harmless and defend them from, any and all liability for loss, damage, expense, and cost resulting from the use of such equipment while so leased and/or from any act of omission, including negligence, on the part of such operator and/or other employees so furnished by the Port, except for such liability and/or act of omission which is proximately caused by the negligence or wrongful act of the Port or GT USA Wilmington, LLC. The lessee of such equipment shall immediately report any unsafe condition or unsatisfactory performance of an equipment operator to the Port in writing giving sufficient details thereof so that the Port can investigate and take appropriate action. Failure to do so shall constitute an assumption of the risk by the lessee.
- C. Neither GT USA Wilmington, LLC nor the Port shall be liable for loss or damage to persons (including death) or property (including loss of use), caused by, but not limited to, weather, theft, acts of third persons, inherent vice, vandalism, acts of God, labor disputes, breakdown of equipment, hostilities, fire, rodents, moths or other insects, or concealed damage, whether or not receipts that have been issued therefore so state.
- D. In addition to any other statutory requirement, all claims for injury to persons (including death) and/or property (including loss of use) shall be made in writing to the Port within 60 days of the date of the alleged injury or from the receipt or delivery of the cargo from the Port. Provided, however, that any claim of ship damage shall be reported in writing to the Port immediately in order to allow the Port to conduct a survey of the alleged damage while the ship is still at the Port, if practicable. Any suit against the Port or GT USA Wilmington, LLC or their employees of any type whatsoever must be instituted within one year from the date of the alleged injury or from the receipt or delivery of the cargo.

- E. The Carrier will extend to the Port all rights of limitation inuring to it under the Carriage of Goods by Sea Act, the Harter Act or successor legislation to either, including any other Himalaya clause in its bill of lading.
- F. Except in cases of the Port's own negligence, neither the Port, its agents, nor GT USA Wilmington, LLC shall be liable for loss or damage to person (including death) or loss or damage to any property in or upon, or moving, or being moved over, in, through, or under any wharf or other structure or property owned, controlled or operated by the Port.
- G. The User shall, jointly and severally, defend, indemnify and hold the Port, its affiliates, agents, shareholders, directors, employees and officers harmless against all proceedings, loss, damages, claims and expenses whatsoever arising out of or in consequence of, including but not limited to, the following:
 - a. Any loss or damage caused to the property of the Port.
 - b. Claims from any person, entity or third party for personal injury, death, or loss or damage to any property.
 - c. Loss, damage or costs arising from the carriage of Cargo by the User.
 - d. Loss, damages or costs, including lost profits, associated with replacement of products, service interruptions, etc., incurred by the Port due to the User's usage of the Terminal.
 - e. Any act, neglect or default of the master, mariner, pilot, or the servants of the User in the navigation or in the management of the Vessel including the Loading and Unloading of ship's stores, fresh water and bunkers.
 - f. The stuffing of the Containers in excess of the rated gross capacity, unless occasioned by the default of the Port.
 - g. Any incorrect declarations as to the weight of a Container or Cargo.
 - h. The incorrect stuffing of containers so as to affect the safe handling of any Container unless occasioned by the default of the Port not being the result of circumstances outside the Port's direct control.

- i. Structural defects in Containers.
- j. Any act, neglect or default of the User, its contractors, agents or their respective servants or any person whomsoever in or on the Berth in connection with the use of the Berth by the Carrier's Vessel with the Carrier's permission (whether express or implied) or of any inherent quality or defect of any Cargo in or on the Berth or on any Vessel.

The User will also pay to the Port full compensation for all damage done to or suffered by the property or equipment operated by the Port and arising as aforesaid including consequential loss.

- H. In the event the Port suffers any loss or damage as a result of any actions or inactions of any Consignee, Consignor or any other third party, including with respect to any Container or unit handed over to it for shipment aboard any Vessel, the Carrier shall provide all reasonable assistance to the Port in recovering from such third party or other party responsible for such loss or damage. In the event the Carrier is in breach of its obligation hereunder in refusing to provide any such assistance it will indemnify the Port against all proceedings, claims and costs whatsoever in respect thereof and will pay to the Port full compensation for all damage suffered by the Port arising as aforesaid. In the event of a claim for any loss of or damage to Cargo being made against the Port the Carrier shall lend all reasonable assistance to the Port in resisting or defending such claims where the Port's liability is expressly or impliedly excluded or limited by the terms of the Carrier's shipping note or Bill of Lading (including for these purposes the lending of the Carrier's name for enabling application to be made to the court so that the Carrier be joined as defendant in any action against the Port or that proceedings be stayed against the Port in such action). Where the Carrier is in breach of its obligation hereunder in refusing to lend any such assistance it will indemnify the Port against all proceedings claims and costs whatsoever as aforesaid.
- I. The User acknowledges that their rights to access or use the Berth rest in contract only and this Tariff does not create or confer upon the User any tenancy, estate or other interest in the Berth or the Terminal.
- J. No party shall be liable to another party for any delay in or failure to perform its obligations hereunder (other than non-payment of money) if any such delay or failure is due to Force Majeure. Force Majeure is defined as: an act of God or the public enemy, acts or refusals to act of any government or governmental agency in either its sovereign or contractual capacity, governmental restrictions or control on imports, exports or foreign exchange, freight embargoes, non-availability or mechanical breakdown or destruction of equipment vital to the performance of a party's obligations under this Tariff or in

connection therewith not caused by inadequate maintenance, fire, floods, tidal waves, earthquake, storm, slides, epidemics, quarantine restrictions, terrorist acts, war declared or undeclared, revolution, riots, insurrections, hostilities, civil disturbances, power shortage, or stoppages, strikes, walk-outs, work stoppages, lockouts, railroad obstructions or obstruction of ocean navigation, stoppages of labor, deliberate work slowdowns, other labor difficulties, the taking of the Terminal facility by lawful expropriation, other lawful ouster of the Port from the Terminal facility or other lawful denial of rights of the Port in the Terminal facility or the premises upon which the facility is built or any other cause beyond the reasonable control of a party. However, Force Majeure shall not include a lack of funds. If either party becomes aware of an event of Force Majeure it shall promptly notify the other party in writing within five (5) days of the occurrence of the event of Force Majeure describing the Force Majeure event in reasonable detail and stating, to the extent reasonably practicable at such time, its estimate of the duration of the Force Majeure event, and setting out in reasonable detail the obligations under this Tariff which cannot be performed as a result of the occurrence of the Force Majeure event. The party which is prevented from performing its obligations by a Force Majeure event shall use all reasonable commercial efforts to curtail, contain or remove the Force Majeure condition and to resume, with the least possible delay, compliance with its obligations under these Tariff, and shall keep the other party informed on a timely basis of any progress made in curtailing, containing or removing the Force Majeure condition.

Rule: 34.15

RESPONSIBILITY FOR DAMAGE TO TERMINAL

Any damage done to the wharf, sheds or any other structures, or equipment within the Terminal by a vessel or injury to any person must be immediately reported to the Chief Operating Officer of GT USA Wilmington, LLC, together with the name of the vessel or said person causing such damage. The expense of the repair of such damage shall be the responsibility of said vessel or person.

Rule: 34.16

VENDORS

No merchant or vendor, other than the authorized vendors, shall be permitted access to the Port for the purpose of selling merchandise aboard vessels or to anyone at the Port. All persons violating this rule shall be considered trespassers and will be prosecuted to the fullest extent of the law.

Rule: 34.17

SEVERABILITY

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

Rule: 34.18

BUSINESS HOURS

The business hours of the Port are between 8:00 AM and 12:00PM and between 1:00PM and 5:00PM, exclusive of Saturdays, Sundays and holidays. Services performed during other than business hours shall be subject to special agreement with the Port.

Rule: 34.19

HOLIDAYS

The Port shall celebrate the following holidays on their day of recognition:

- A. New Year's Day
- B. Martin Luther King Day
- C. Good Friday
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Thanksgiving Day
- H. Day After Thanksgiving
- I. Christmas Day

Rule: 34.20

WORK STOPPAGE

Except in cases of the Port's own negligence, the Port is not responsible for stoppage of work or delays occasioned by strikes or any other cause beyond the control of the Port.

Rule: 34.21

BILLING OF CHARGES

All billing will be for the account of the shipper and/or consignee as shown on the ocean Bill of Lading, unless otherwise provided. Regardless of acceptance of orders for billing charges, shipper and/or aforementioned consignee will be held liable for all unpaid Port charges.

Rule: 34.22

PAYMENT OF CHARGES

- A. All charges in this Tariff shall be due and payable upon the presentation of an invoice.
- B. Any party or business entity doing business under this Tariff may apply for credit. Credit, which is extended at the discretion of the Port, requires payment within thirty days of the date of the invoice.
- C. Failure to pay credit accounts within thirty days may result in the cancellation of credit privileges and the reestablishment of cash terms.
- D. In addition to other rights recognized by law, the right is reserved by the Port to withhold delivery of any goods until such time as these charges are paid in full.
- E. The Port reserves the rights to deny anyone the use of a berth until all past due accounts are paid.
- F. Agents or representatives will be held fully responsible for all charges attributable to their actions on behalf of their principals in arranging services, facilities, equipment, or other chargeable items, in accord with the rates therefore published in this Tariff.

- G. Overtime Charges - Rates for all services provided by the Port contained herein are based on current rates for straight time. When such services are required during overtime periods, prior arrangements must be made, and applicable overtime charges will be assessed to those responsible for authorizing overtime.
- H. All charges in this Tariff shall be paid as due and when these charges are not paid by the due date, there shall be paid interest in addition to all such charges for each subsequent period of 30 days or portion thereof equal to 1.5 percent of such charges per month until the date of payment in full.

Rule: 34.23

HANDLING LINES

Handling lines for the docking and undocking of vessels during regular business work hours will be provided at a rate of \$735/IN and \$735/OUT. For handling lines during overtime hours, Saturdays, Sundays and holidays, the following charges will apply:

- A. From 1700 hours to 0800 hours on weekdays and all day Saturday, Sunday and holidays: \$1,028/IN, \$1,028/OUT
- B. Vessel Shifting - When, at the owner's request or at the request of the Terminal, a vessel must shift berth within four (4) hours of commencement or completion of work, the charge for handling lines for that shift (untie and tie-up) will be \$735.

Rule: 34.24

FRESH WATER SUPPLY

Fresh Water will be supplied to vessels during business working hours at \$367.28 per connection plus \$3.42 per ton (239.65 gallons per ton). Whenever water is furnished during other than regular working hours and requires Terminal labor, extra charges will be assessed according to the current Terminal labor rate schedule.

NOTE: Water hoses must be furnished by vessels

Rule: 34.25

TRUCK WEIGHING

Truck weighing: \$9.11 per weigh during regular business hours. The cost involved in weighing on overtime will be assessed according to the current Terminal labor rate schedule and will be in addition to the basic charge per weigh. However, currently capability to weigh trucks has been temporarily suspended.

Rule: 34.26

HARBOR SECURITY

When Harbor Security Officers are furnished by the Terminal, charges will be assessed according to the current Terminal labor rate schedule.

Rule: 34.27

RIGHT TO STORE AFTER FREE TIME

Cargo not removed from piers within the free time period may at any time thereafter, at the option of the Port of Wilmington, be placed in storage at the risk and expense of the goods, subject to any charge which may have accrued prior to the removal, and further subject to any expenses which may accrue as a result of said removal.

Rule: 34.28

RIGHT TO SELL GOODS (UNPAID CHARGES)

Any goods in storage, on which the owner is unable or refuses to pay storage charges and other Terminal Charges, may be sold by the Port/GT USA Wilmington, LLC for the satisfaction of said charges and added cost and expense of keeping and selling such goods, provided proper legal notice of sale has been given. Any proceeds of the sale remaining after satisfaction of all charges due shall be turned over to the owner of the goods. In the event of obtaining no bids at the sale, the Port, after proper notice to the owner, may make such disposition of the goods as may in the Port's sole discretion appear practical. In the case of goods which are of a perishable nature or which by reason of their nature are liable to injure other property, the Port may sell same at private/public sale without advertising, provided the owner has been given proper notification to pay

charges and remove the goods and has failed to comply with the request. Also, the Port reserves the right to move freight which is liable to damage other goods to another location within the Terminal or to provide facilities, all at the risk and expense of the owner.

Rule: 34.29

TERMINAL INSURANCE REQUIREMENTS

The rates and/or charges quoted herein do not include insurance of any type nor will such be issued under the present policies of the Port of Wilmington/GT USA Wilmington, LLC. Any entity or persons doing business under this tariff shall have in place insurance covering its obligation hereunder including, but not limited to, the coverage requirements set forth below.

Minimum Insurance Requirements for all Users:

Except as otherwise provided in a written agreement that directly relates to the activities covered within this Tariff and such agreement is intended to replace the terms set forth in this Tariff as the governing agreement between the User and the Port of Wilmington, every User of Port of property must comply with the following insurance requirements:

Liability Insurance.

Commercial General Liability or Comprehensive Marine Liability Insurance, including coverage for bodily injury and property damage, with such types of coverage and minimum coverage amounts as may be reasonably requested by GT USA Wilmington from time to time, but in no event for less than \$1,000,000 limit per occurrence \$2,000,000 Annual General Aggregate and \$2,000,000 Products and Completed Operations Aggregate and in no event with less than the following coverages:

- Premises and Operations Liability;
- Products and Completed Operations Liability;
- Blanket Contractual Liability;
- Personal and Advertising Injury Liability;
- Broad Form Property Damage Liability, including completed operations;
- Fire Legal Liability;
- Independent Contractors Liability;
- Elevator Liability;

Employees as Additional Insureds; and
Fruit and cargo coverage covering cargo of Port customers.

Pollution Liability.

Pollution liability insurance covering the User's liability for bodily injury, property damage and environmental damage resulting from sudden and accidental and gradual pollution and related clean-up costs incurred. The combined single limit per occurrence shall not be less than \$50,000,000.

Employer's Liability Insurance.

Employer's Liability Insurance in respect of all the company's employees, workers and servants engaged in any work in or upon the Port of Wilmington in the amount of not less than \$1,000,000 each accident, each employee and policy limit for injury and disease.

Workers' Compensation Coverage.

Workers' Compensation Coverage in respect of User or stevedores' employees, workers and servants engaged in any work in or upon the Premises in compliance with Law, including The U.S. Longshore and Harbor Worker's Act and, if Permitted Operations include operating vessels, or The Merchant Marine Act (Jones Act).

Assets.

"All risk" coverage including Collapse or Upset, Earthquake and Flood Insurance, 100% Replacement Cost Valuation Insurance, Loss of Use and Extra Expense for the Assets.

Terrorism.

Subject to continuing commercial availability at commercially reasonable prices, terrorism insurance covering property and liability in respect of the Premises and Assets in the amount not less than \$50,000,000 for uncertified and certified (as specified under the Terrorism Risk Insurance Program Reauthorization Act) acts of terrorism.

Business Automobile Insurance.

User must maintain Automobile Liability Insurance coverage on all its owned, rented or hired vehicles used for commercial purposes that enter the Port of Wilmington with limits of at least \$1,000,000 per occurrence.

Additional Insurance Requirements:

GT USA Wilmington requires the following additional insurance coverage based on the nature, scope and complexity of the user's operations. These include:

- If the User is operating vessels at the Port of Wilmington, Protection & Indemnity Insurance (at no less than \$1,000,000).
- If the User is engaged in stevedoring activities, Wharfingers (Port Authorities Legal Liability) - Includes first and third party property damage to vessels, cargo, freight, etc., plus bodily injury to third parties. (Stevedores Addendum) - includes property in care, custody and control. The coverage limited in the amount of not less than \$ 1,000,000 per occurrence.
- If the User leases property at the Port of Wilmington, Property insurance on an "all risk" or Special Form basis covering all buildings, fixtures, improvements and equipment (other than the Assets) on the Premises on a replacement cost basis with limits of 100% of the full replacement cost of such property, subject to market-based deductibles, sub-limits for catastrophic risks and probable maximum loss determinations pursuant to a probable maximum loss analysis completed by a qualified, independent firm).
- Additional insurance and/or increased coverage minimums, if deemed necessary by GT USA Wilmington, shall be provided by User, at the sole cost of User.

All Users or persons or firms leasing Port property and/or conducting business operations at the Port of Wilmington shall be required to provide evidence of insurance coverage. A certificate of such insurance or certified copy of the insurance policy must be provided to the Risk Management Department and kept up-to-date in full force and continuous effect throughout the time the party remains a User or stevedore at the Port.

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

Such insurance must name GT USA Wilmington, LLC and Diamond State Port Corporation as additional insureds on commercial general liability and any excess policies (at no expense to the GT USA Wilmington, LLC or Diamond State Port Corporation) with the provision that such coverage will not extend to actions resulting from the Port's own negligence.

The acceptance and/or approval of the company's insurance shall not be construed as relieving the company from any liability or obligation arising out of the work performed by said company.

Rule: 34.30

HAZARDOUS CARGO TERMINAL RECEIVING CHARGE

There will be a hazardous cargo Terminal Receiving Charge of \$379 per container for handling hazardous cargo permitted by the Terminal's Facility Security Plan (FSP).

Rule: 34.31

SMOKING WITHIN THE TERMINAL

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

Rule: 34.32

CUSTOMS INSPECTION

Terminal Labor will be supplied to assist U.S. Customs and Border Protection (CBP), U.S.D.A., and other government agencies in inspection of containerized cargo.

1. Pre-Palletized Cargo: \$342 per Container
2. Non-Palletized Cargo: cost agreed, basis current Terminal labor rate schedule
3. Exceptions:

Containers of non-palletized cargo requiring full stripping will be assessed charges basis current labor rate schedule.

Containers ordered for inspection of contraband.

Enforcement Team of U.S. Customs will be assessed charges basis current labor rate schedule, per U.S. Customs requirements.

Rule: 34.33

USE OF TERMINAL FACILITIES FOR INSPECTIONS AND FUMIGATIONS

Use of Terminal warehouse facilities for inspections of containerized cargo by government agencies - \$113 per container.

Use of Terminal warehouse facilities for fumigation of containerized cargo as required by USDA-APHIS/PPQ – \$152 per container.

Use of Terminal labor and equipment to assist in fumigation will be charged basis the current Terminal labor rate schedule.

Rule: 34.34

TERMINAL LEASE AND LEASE RENEWAL FEE

A documentation fee of \$761 will be charged to existing Port tenants for renewal of Terminal leases and to new tenants for drafting of new leases.

Rule: 34.35

DOCKAGE

Dockage Terms

1. Dockage –
The charge assessed against self-propelled and non-self-propelled vessels and barges for berthing at the wharf, pier, or bulkhead structure for the purpose of loading or discharging or handling cargo.

2. Calendar Day –

For the purpose of rates set forth below, a calendar day begins and ends at 12:00 midnight and the data available on the Maritime Exchange website shall be used to determine length and net registered tonnage. Dockage shall be assessed against the vessel, its owners or operators on the basis of the highest net registered tonnage of the vessel.

3. Self-Propelled Vessels and Barges -

a. Working Status

Working status shall apply to all vessels during the time that any cargo operations are being performed, including loading, discharging, shoring, lashing, fitting, cleaning, or where labor has been hired for such work. Working status shall commence at 12:01 a.m. on the day on which any cargo operations are performed on the vessel and shall continue until 12:00 midnight on the day on which cargo operations are completed.

b. Idle Status

Idle status (which is only available to vessels which berth at a pier for the purpose of any cargo operation as set forth in a. above) shall be assessed in calendar day increments for those days when a vessel is at dock prior to the commencement or subsequent to the completion of loading or unloading cargo. Thus, once cargo operations have commenced, a vessel is considered to be in a "Working Status", even if cargo operations are interrupted for a period of time because of weather, overtime cost, *etc.*

c. Lay-Up Status

Lay-up or lay-berth status shall apply to all vessels and barges which berth at a pier for any purpose not covered by a. or b. above.

4. Availability of Berths –

All vessels on idle or lay-up status shall be required to vacate their berths upon notice by the Terminal. Any vessel which is not moved promptly upon notice to so move may be shifted and any expense involved, damage to the vessel, or to the pier during such removal, shall be charged to the vessel.

Dockage Charges

1. Self-Propelled Vessels

a. Working Status -

Dockage charges of \$.42 per net registered ton (NRT) per calendar day or fraction thereof, with a minimum charge of \$761 per calendar day or fraction thereof.

b. Idle Status

Dockage charges of \$.34 per net registered ton (NRT) per calendar day or fraction thereof, with a minimum charge of \$607 per calendar day or fraction thereof.

- i. When a vessel docks after 6:00 p.m. for work the following day, there shall be no charge for that day.

c. Lay-Up Status - Subject to prearrangement with the Terminal.

2. Non-Self Propelled Vessels

a. Barges up to and including 200 feet - \$261 per calendar day or fraction thereof

b. Barges 201 feet or greater - \$464 per calendar day or fraction thereof

3. Automobile Carriers (Vehicle/RoRo Vessels) -

Dockage charges for Automobile Carriers will be computed on LOA (length overall) of vessel(s) as available on the Maritime Exchange website per the following schedule.

Charges are stated per linear foot of the vessel(s), and apply per calendar day or fraction thereof, from the time the vessel is made fast to the pier until such vessel has vacated the berth.

Charge per Linear Foot

LOA of Vessel	Calendar day or part thereof
0 to 400'	\$3.40
401' to 500'	\$4.12
501' to 600'	\$5.65
601' to 700'	\$7.15
701' to 800'	\$8.64

4. Passenger Vessels

Dockage charges of \$0.42 per net registered ton (NRT) per calendar day or fraction thereof, with a minimum charge of \$761 shall be assessed against all passenger vessels berthed at a pier.

5. Tugs, work boats, *etc.* not engaged in the Port are subject to prearrangement with the Terminal.

6. Exemptions to Dockage Charge

- a. Barges and/or lighters that are transferring cargo directly to or from vessels at shipside.
- b. Tugs assisting in docking or undocking vessels.
- c. Vessels operated by Federal, State, and Municipal governments not receiving or discharging cargo.
- d. Historical replica vessels or naval vessels visiting the Port in conjunction with a special event or Port festival, not engaged in waterborne commerce.

Rule: 34.36

WHARFAGE CHARGES

Wharfage as defined in Rule number 34.02, will be assessed as follows:

1. General Cargo, Refrigerated Cargo and Containers (loaded - weight of container contents) - \$3.07/ton
2. Steel, Aluminum and Other Metals- \$3.07/ton
3. Dry Bulk - \$1.53/ton
4. Bulk Gypsum Rock - \$1.31/ton
5. Empty Containers - \$15.55/container
6. Import/Export Automobiles (0-4,000 lbs) - \$5.85/auto
7. Light trucks and tractors (4,001-8000 lbs) - \$9.74/vehicle
8. Heavy trucks and tractors (8,001 lbs & over) - \$24.88/vehicle

Note:

- a. The Terminal will determine the proper classification of a vehicle as to whether the vehicle will be auto, light truck, or heavy truck.

- b. Wharfage Rates on volume shipments will be subject to special arrangements made with the Terminal in advance.
- 9. Passengers - \$14.70/passenger manifested. Charges apply to passengers embarked on a cruise ship or passenger vessel.
- 10. Liquid Bulk - \$1.53/ton
- 11. All items not elsewhere specified in this Rule 34.36 - \$3.07/ton
- 12. Livestock - \$3.99/head
- 13. General Cargo - \$2.33/measurement ton (40 cubic feet: L x W x H in feet /40) for cargo measuring in excess of 80 cubic feet per ton of 2,000 lbs.

Rule: 34.37

FREE TIME/DEMURRAGE IMPORT

The following conditions will apply when applying Free Time and Demurrage for Import Cargo:

- 1. Commencement of Free Time –
Free Time will commence at 8:00 AM, on the first day following the completion of a vessel’s discharge; however if the first day is on a Saturday, Sunday, or legal holiday, the free time will commence at 8:00 AM on the first business day thereafter.

- 2. Expiration of Free Time –
Free Time will expire at 5:00 PM on the fifth calendar day.

- 3. Free Time Exceptions
The following free time will be quoted:

General Cargo	5 calendar days
Steel	30 calendar days

EXCEPTIONS	FREE TIME
Refrigerated Cargo by contract	5 calendar days unless otherwise stipulated

Containers	5 calendar days unless otherwise stipulated
Containers – Over the Road (OTR)	NONE
Automobiles	NONE
Dry Cargoes in Bulk	NONE
Liquid Cargoes in Bulk	NONE
Aluminum, zinc, & non-ferrous metals	5 calendar days
Gypsum Board	30 calendar days
Newsprint, Kraft Liner Board and Paper	10 Days
RoRo Cargoes & Commercial Vehicles	5 calendar days

4. Inability of Port to make Cargo Available During Free Time

In the event that 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 should be unable for any reason to make available to the consignee and/or owner, such cargo or portion thereof, the Free Time shall be extended for a period equal to the duration of the Terminal's inability to make the cargo available.

5. Responsibility of Payment of Demurrage and Other Charges

Except as otherwise provided above, demurrage and other charges specified herein shall be for the account of the cargo and shall be due and payable as they accrue. The Terminal has the right to require payment in full of any and all such charges before cargo leaves the Terminal Facility. Cargo will not be released until full payment is received or the responsible party guarantees payment of all demurrage charges.

6. Partial Shipments

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

7. Assessment of Demurrage Charges During Terminal Tie-Ups

In the event that a consignee or owner of cargo should be prevented from removing his cargo, or any portion thereof, from the pier 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 Port, cargo affected thereby shall be granted additional Free Time, free of demurrage, to cover the delay, if

cargo is on free time when such conditions arise. If cargo is on demurrage, see Charges section 11 of this rule.

8. Transfer of Ownership of Import Cargo

The transfer of ownership of cargo after said cargo has been received at the Terminal facility shall not entitle such cargo to additional free time.

9. Storage

Storage rates will be supplied, upon request, on package or weight basis for specific commodities subject to availability of space.

10. ALL of the following charges are subject to a minimum of \$36.50

a.

<u>Covered Areas</u>	<u>Rate</u>
First 5 calendar days or fraction thereof	\$.28 /100 lbs/Gross
Second period of 5 calendar days or fraction thereof	\$.44 /100 lbs/Gross
Third and each succeeding 5 calendar day period or fraction thereof	\$.69 /100 lbs/Gross

b.

<u>Open Areas</u>	<u>Rate</u>
First 5 calendar days or fraction thereof	\$.27 /100 lbs/Gross
Second period of 5 calendar days or fraction thereof	\$.29 /100 lbs/Gross
Third and each succeeding 5 calendar day period or fraction thereof	\$.30 /100 lbs/Gross

EXCEPTIONS:

i. Refrigerated Cargo

First 5 calendar days or fraction thereof	\$.69 /100 lbs/Gross
Second period of 5 calendar days or fraction thereof	\$.76 /100 lbs/Gross
Third and each succeeding calendar day period or fraction thereof	\$1.12 /100 lbs/Gross

ii. Automobiles

Passenger-Type Autos	\$ 7.61/auto/day
Trucks, Tractors, and Other Wheeled Vehicles	\$18.20/unit/day

11. Rates for cargo on demurrage during Terminal Tie-Ups

- a. Charges for each calendar day or portion thereof that cargo remains on the pier shall be assessed at rate of \$.10 per 100 lbs, with the exception of automobiles or other wheeled vehicles which shall be assessed at the rate of \$3.03 per calendar day.
- b. Demurrage charges for the total number of days the cargo remains on the pier prior to the commencement of the tie-up and after the expiration of the tie up shall be assessed according to the scale of rates provided with the same force and effect as if said days had been consecutive and as if there had been no tie-ups.

Rule: 34.38

FREE TIME/DEMURRAGE EXPORT

The following conditions will apply when applying Free Time and Demurrage for Export Cargo:

1. Commencement of Free Time

Free Time will commence at 8:00 AM, on the first day following receipt of the export cargo by the Terminal.

2. Expiration of Free Time

Free Time will expire at 5:00PM on the tenth calendar day, including the day of commencement.

3. Free Time Exceptions

All free time for general cargo will be quoted as 10 calendar days; project cargo subject to arrangement with the Port, with the following exceptions:

EXCEPTIONS	FREE TIME
Refrigerated Cargo	5 calendar days
Steel	10 calendar days
Automobiles	NONE
Containers	5 calendar days unless otherwise stipulated
Trucks, Tractors, and Other Wheeled Vehicles	10 calendar days

4. Inability of Port to make Cargo Available During Free Time

In the event that 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 should be unable for any reason to make available to the consignee and/or owner, such cargo or portion thereof, the Free Time shall be extended for a period equal to the duration of the Terminal's inability to make the cargo available.

5. Responsibility of Payment of Demurrage and Other Charges

Demurrage and all other charges specified herein shall be for the account of the cargo and shall be due and payable as they accrue. The Terminal has the right to require payment in full of any and all such charges before cargo leaves the Terminal Facility. Cargo will not be released until full payment is received or the responsible party guarantees payment of all demurrage charges.

6. Partial Shipments

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

7. Assessment of Wharf Demurrage Charges During Terminal Tie-Ups

In the event that a consignee or owner of cargo should be prevented from removing his cargo, or any portion thereof, from the pier 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 Port, cargo affected thereby shall be granted additional free time, free of demurrage, to cover the delay, if cargo is on free time when such conditions arise. If cargo is on demurrage, see Charges section 11 of this rule.

8. Transfer of Ownership of Export Cargo

The transfer of ownership of cargo or export commodity after said cargo has been received at the Terminal facility shall not entitle such cargo to additional free time.

9. Storage

Storage rates will be supplied upon request on package or weight basis for specific commodities subject to availability of space.

10. Demurrage Rates (EXPORT CARGO)

ALL of the following charges are subject to a minimum of \$36.50

a.

<u>Covered Areas</u>	<u>Rate</u>
First 5 calendar days or fraction thereof	\$.28 /100 lbs/Gross
Second period of 5 calendar days or fraction thereof	\$.44 /100 lbs/Gross
Third and each succeeding day period or fraction thereof	\$.69 /100 lbs/Gross

b.

<u>Open Areas</u>	<u>Rate</u>
First 5 calendar days or fraction thereof	\$.27 /100 lbs/Gross
Second period of 5 calendar days or fraction thereof	\$.29 /100 lbs/Gross
Third and each succeeding day period or fraction thereof	\$.30 /100 lbs/Gross

EXCEPTIONS:

1. <u>Refrigerated Cargo</u>	<u>Rate</u>
First 5 calendar days or fraction thereof	\$.69 /100 lbs/Gross
Second period of 5 calendar days or fraction thereof	\$.76 /100 lbs/Gross
Third and each succeeding day period or fraction thereof	\$ 1.12 /100 lbs/Gross

2. <u>Automobiles</u>	<u>Rate</u>
Passenger-Type Autos	\$ 7.61/auto/day
Trucks, Tractors, and Other Wheeled Vehicles	\$ 18.20/unit/day

11. Rates for cargo on demurrage during Terminal Tie Ups

- a. Charges for each calendar day or portion thereof that cargo remains on the pier shall be assessed at rate of \$.10 per 100 lbs, with the exception of automobiles or other wheeled vehicles which shall be assessed at the rate of \$3.03 per calendar day.
- b. Demurrage charges for the total number of calendar days the cargo remains on the pier prior to the commencement of the tie-up and after the expiration of the tie-up shall be assessed according to the scale of rates provided with the same force and effect as if said days had been consecutive and as if there had been no tie-ups.

Rule: 34.39

TRUCK/ROLL TRAILER UNLOADING AND LOADING

Explanation of technical terms

1. **Truck/Roll Trailer Loading and unloading**
Truck/Roll Trailer loading shall mean the service of moving cargo from the place of rest on the pier which is readily accessible to the truck/roll trailer, elevating the cargo onto the truck and stowing the cargo in the truck/roll trailer, but shall not include special stowage, sorting, or grading of, or otherwise selecting the cargo for the convenience of the trucker or the companies. The reverse applies for truck/roll trailer unloading. Rates would also apply for cargo transload, directly from roll trailer to truck or from truck to roll trailer, in the same mobilization.
2. **Terminal Notification**
For truck loading/unloading services, the Port must be notified by 3:00 PM, the day before a work order is to be performed; otherwise the necessary labor may not be available for service necessary. Stand-by charges will be assessed when applicable.
3. **Direct Transfer**
Direct transfer shall mean the movement of the cargo specifically enumerated therein from an open truck or a tank truck to a ship or vice versa.
4. **Heavy Lifts**
The handling of heavy lifts in excess of 10,000 pounds for any single unit shall be subject to the completion of the necessary arrangements with the Port and shall be limited to the

capacity of the equipment at the particular location. The Tariff sets forth herein rates for other heavy lifts that are applicable to single units weighing 10,000 lbs or more.

5. Overtime Charges

Rates for loading/unloading, handling and other labor are based on current rates for straight time. When such services are required during overtime periods, prior arrangement must be made, and applicable overtime charges will be assessed to those responsible for authorizing overtime.

6. Collection for Service Rendered

Unless the shipper or consignee shall have a definite arrangement with the Terminal for the payment of loading/unloading charges, the trucker shall assume full responsibility for the payment of the charges of such services.

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

Truck/Roll Trailer Unloading, Loading and Transloading Rates

1. Minimum Charge

The Minimum charges for truck loading and unloading shall be \$59.21 per truck.

2. The following rates shall apply for cargo measuring up to and including 200 cu feet per ton of 2,000 lbs

- i. Full loading/unloading \$1.68/100 lbs
- ii. Tailgate \$1.12/100 lbs

3. The following rates shall apply for cargo measuring in excess of 200 cu feet per net ton of 2,000 lbs.

- i. Full loading/unloading \$3.25/100 lbs
- ii. Tailgate \$2.03/100 lbs

4. Loading/unloading of pre palletized, skidded or unitized cargo where there is only one shipper, one consignee, and no sorting required (Skidded or unitized cargo as used therein means cargo which is secured by straps or wire to bearers constructed of wood, metal, or other material which is at least four (4) inches in height): \$.73/100 lbs

- | | |
|--|-------------------|
| 5. Steel Slabs | \$.21/100 lbs |
| 6. Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper, and steel to or from OFBT only: | \$.26/100 lbs |
| 7. Steel sheets, aluminum sheets, tin plate, and wire rod in coils to or from OFBT only: | \$.26/100 lbs |
| 8. Bundles of billets or rails: | \$.31/100 lbs |
| 9. Plate and Structural Steel, pipe and bundles of reinforcing rod, tubing, and boiler tubes: | \$.60/100 lbs |
| 10. Containers: | |
| Reusable shipping containers in excess of 150 cu feet, outside measurement, loaded or empty, per container shall be loaded or unloaded to or from a flatbed truck or chassis. The rate only applies to the movement involved in connection with the receipt or delivery of a container at the marine terminal: | \$53.17/container |
| 11. Palletized Fruit, excluding Bananas: | \$ 1.05/100 lbs |
| 12. Bales of wood pulp/wastepaper: | \$.54/100 lbs |
| 13. Loading/unloading with drum clamps: | \$.73/100 lbs |
| 14. Rolls of linerboard/newsprint/paper: | \$ 8.36/ton |
| EXCEPTION: Reloading rolls of linerboard, newsprint or other paper to containers of ocean carriers owned or operated by steamship liner services using the Port: | \$ 3.03/ton |
| 15. Vehicles & Roll-on/roll-off (RoRo) cargo, as well as other cargo not specified, including heavy lifts | |
| a. Self Propelled vehicles, wheeled units and mobile equipment moving under their own motor power not requiring the use of Port labor or equipment, for receipt or delivery; static pieces up to 8,000 lbs: | |

\$ 9.11/ ton

- b. Self-propelled vehicles, wheeled units, mobile equipment moving under their own motor power requiring the use of Port Labor or equipment, for receipt or delivery; static pieces 8,0001 – 20,000 lbs:

\$16.71/ton

- c. Self-propelled vehicles, wheeled units, mobile equipment, as well as static cargo requiring lifting or handling assistance of heavy lift equipment:

\$18.84/ton

- d. Wheeled or static units over 50,000 lbs requiring heavy lift with cranes:

\$31.88/ton

- e. Wheeled or static units measuring in excess of 80 cubic feet per net ton

\$6.45 /Measurement Ton

16. Boats

To or from open trucks - the rate includes boat, trailer and/or cradle when handled with same lift. Does not include assembly or disassembly of cradle.

\$6.45/Measurement Ton

17. Special Stowage of Trucks - When a truck is loaded or unloaded in a manner which requires special stowage, handling, sorting, grading, or otherwise selecting cargo for the convenience of the trucker, shipper, or consignee, the Port will charge basis the current Terminal labor rate schedule, unless special arrangements have been made.

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

- a. Perishable Frozen Cargo
- b. Bulk Ore
- c. Volume Shipments, for which special arrangements have been made with the Terminal in advance.
- d. Coast-wise barge shipments

Rule: 34.40

RAILROAD CARLOADING/CAR UNLOADING

1. Railroad Carloading

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

2. Railroad Car Unloading

Railroad car unloading consists of removing cargo from the 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.

3. Overtime and Holiday Work

Rate for loading and unloading, handling, and other labor are based on current costs for straight time, *i.e.* 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. services, Monday through Friday inclusive. When such services are required during overtime periods and on Saturdays, Sundays and holidays, prior arrangements must be made and the cost differential will be charged to those responsible for authorizing such overtime.

4. Railroad Car Demurrage

Except in cases of the Port's own negligence, the terminal shall not be responsible for the payment of railroad car demurrage.

LOADING/UNLOADING

1. Railroad Car Loading/Unloading

The loading and unloading of import, export, or intercoastal freight to or from rail cars, which is the responsibility of the railroad companies, their contractor, or agent, will be performed in accordance with the provisions of their respective tariffs. Where the car loading/unloading allowance provided by the rail carrier in accordance with their tariffs is less than the rates set forth, the shipper/consignee will be billed for the amount of difference between the two rates.

2. Rates

The rates set forth below are solely for the service of loading or unloading cargo to or from rail cars at the Terminal and are based on a ton of 2,000 lbs:

- a. Loading or unloading of rolls of linerboard/newsprint/paper

\$8.36/ton

- b. Loading/unloading of freight (except as specifically enumerated herein) to or from cars on covered piers and/or box cars on open piers, and the loading/unloading of such freight to and/or from open top cars to or from an open pier where the said open top cars are not within reach of ship's tackle for direct transfer from cars to vessel or from vessel to cars:

\$24.68/ton

- c. Loading/Unloading of freight not covered above when pre-palletized or pre skidded, and subject to the following conditions:
 - 1. Pre-palletized or pre-skidded cargo is cargo which is pre-palletized or pre-skidded to the satisfaction of the Terminal and which is situated on the Terminal facility or in the cars so that it can be loaded into a car or unloaded from a car by the insertion of the Terminal forklift truck blade under the pallet or skid without any necessity of shifting the cargo prior to such insertion.
 - 2. This rate applies only to freight in a boxcar, refrigerated car, insulated car, where the car is completely pre-palletized/pre-skidded:

\$14.57/ton

- d. Loading or unloading of refrigerated cargo which is not pre-palletized or pre-skidded:

\$33.39/ton

- e. Loading or unloading with drum clamps:

\$14.57/ton

- f. Loading or unloading steel to or from railroad flat cars:
 - 1. Steel slabs \$.21/100 lbs
 - 2. Steels sheets, aluminum sheets, tinsplate, and wire rod in coils \$.26/100 lbs
 - 3. Blocks, bundles, packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper and steel sheets \$.26/100 lbs
 - 4. Bundles of billets or rails: \$.31/100 lbs
 - 5. Plate and Structural steel, pipes and bundles of reinforcing rod, tubing, and boiler tubes (excluding heading wire) \$.60/100 lbs

- g. Loading or unloading steel and non-ferrous metals to/from all other rail cars:
 - 1. Steel slabs: \$ 6.39/ton
 - 2. Steel sheets, aluminum sheets, tin plate, and wire rod in coils: \$ 7.88/ton
 - 3. Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper, and steel sheets, billets and rails. \$ 7.28/ton
 - 4. Plate and Structural Steel, pipe and bundles of reinforcing rods, tubing, boiler tubes (excluding heading wire). \$13.96/ton

- h. Removing and replacing lids from open top rail cars, including gondolas and coil cars: \$174.59/car

- i. Loading and unloading of containers at the Terminal \$53.17/container

3. Assessorial Services

- a. Conditioning box cars for outbound loading of general freight:
 - 1. Cleaning cars to put them in proper condition for outbound loading.
 - 2. Supplying all labor and material for the following: -paper lining doors - paper lining floor of car - battening car doors
 - 3. Supplying side door protection for general cargo, including labor and materials.

- b. Supplying material for side door protection of cars to be loaded with bulk import clay

- c. Cleaning open top cars and all cooping, bracing, and chocking, except as specifically enumerated above.

The above items will be basis the current Terminal labor rate schedule

- 4. Loading and/or unloading rates on volume shipments will be subject to special arrangements made with the Terminal in advance.

Rule: 34.41

EQUIPMENT SERVICES – PORT OPERATED FOR THIRD PARTY

1. Mechanical equipment will be furnished by the Terminal at convenience at the following rates:

A. CRANES

C-1 w/Hook	\$479/hr
C-4 w/Hook	\$479/hr
C-5 w/Hook	\$479/hr
C-6 w/Hook	\$479/hr
C-7 w/Hook	\$479/hr
C-1 w/Container Spreader	\$835/hr
C-4 w/Container Spreader	\$835/hr
C-5 w/Container Spreader	\$835/hr
C-6 w/Container Spreader	\$835/hr
C-7 w/Container Spreader	\$835/hr
Crane Overtime (additional)	\$112/hr

B. CLAM SHELL BUCKETS

16 cubic yard Bucket	\$181/hr
21 cubic yard Bucket	\$181/hr
27 cubic yard Bucket	\$181/hr
37 cubic yard Bucket	\$181/hr

NOTE: Crane services with equipment attachments special arrangements other than listed with Terminal:

C. MANUAL CONTAINER SPREADER

20 Foot	\$ 54/hr
40 Foot	\$ 63/hr

D. MISCELLANEOUS

Fork Trucks (4,000/9,000 lbs capacity)	\$ 85/hr
Fork Trucks (15,000 lbs capacity)	\$ 85/hr
Fork Trucks (30,000 lbs capacity)	\$ 99/hr
Fork Trucks (45,000 lbs capacity)	\$161/hr
Fork Trucks (80,000 lbs capacity)	\$289/hr
Container Handling Equipment – Top Pick/Reach Stacker	\$289/hr
Bulldozer – Skid Loader	\$229/hr
Payloader	\$229/hr
Dump Truck, Sweeper, Hustler, & Water Truck	\$137/hr

NOTE: Above Rates Include Operator

NOTE: Overtime and Meal Hour rates additional to the above rates will be charged in accordance with the current GT USA Wilmington, LLC Terminal labor rate schedule.

NOTE: The charges provided for herein do not include insurance of any kind or lifting sling/rigging gear.

E. ELECTRICAL OUTLETS/REFRIGERATED CONTAINERS/MONITORING TEMPERATURE

Where outlets are available, the Terminal will provide electrical power and monitoring to refrigerated containers at a charge of \$50.00 per calendar day or fraction thereof per container. The Port will not be responsible for any repairs to the mechanical equipment of the container and will not be responsible in the event of electrical failure or interruption.

2. Responsibility for Damage: See Rules 34.12, 34.13, 34.14, and 34.15
3. Minimum Charge: Four (4) hours on above equipment, unless noted. Rates will be assessed on 30-minute intervals or fraction thereof on any time after 4-hour minimum.

Rule: 34.42

MISCELLANEOUS SERVICES

1. Terminal Receiving Charges

A. Autos and Small Trucks (up to 8,000 lbs.); driven & not trucked-in/out:	\$ 63 per unit
B. Trucks over 8,000 lbs.; driven & not trucked-in/out:	\$188 per unit
C. Trailers, Tractors, Construction Equipment, Agricultural Equipment and all other self-propelled vehicles; driven & not trucked-in/out:	\$303 per unit
D. Boats on Trailers under 29 feet:	\$379 per unit
29 feet and over	\$761 per unit

2. Gate Passes \$.22 per gate pass

3. Special Services

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

Rule: 34.43

SECURITY FEES

The following Security Fees will be assessed against all cargo discharged or loaded at the Port:

<u>Commodity</u>	<u>Security Fee</u>
Break Bulk	\$0.22 per ton
Vehicles	\$0.37 per unit
Full Containers - only	\$1.18 per container
Liquid Bulk	\$0.11 per ton
Dry Bulk	\$0.11 per ton
Livestock	\$0.47 per head
General Cargo	\$0.22 per ton

For ships or barges in Lay-Up or inactive status with no cargo operations, the applicable Security Fee will be 2% of the Dockage Fee charged against that ship or barge.

A Security Fee of \$1.50 per passenger, embarked upon arrival or departure, will be assessed against each cruise ship docking at the Port.

Rule 34.44

TERMINAL USAGE FEES

The following Terminal Usage Fees will be assessed against all cargo discharged or loaded at the Port:

<u>Commodity</u>	<u>Terminal Usage Fee</u>
Containers over the quay loaded or empty	\$15.50 per TEU
Containers – non-water borne loaded or empty	\$1.55 per TEU
Cargo not in a Container over the quay	\$0.55 per ton
Cargo not in a Container – non-water borne	\$0.07 per ton
