



Terminal Services and Stevedoring Tariff

Fraser Surrey Docks Limited Partnership
Pacific Rim Stevedoring Ltd.

Effective: April 1, 2019

This Terminal Services and Stevedoring Tariff (this "Tariff") - including its General Terms and Conditions - contains the terms and conditions under which Fraser Surrey Docks Limited Partnership and Pacific Rim Stevedoring Ltd. (each a "Company") provide services and make available use of the Property (as defined herein). All use of those services and the Property constitutes acceptance of this Tariff without modification. Read it carefully. It is a legal agreement and contains limitations of liability.

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COMPANY INFORMATION

Hours of Business:	Regular office hours: 0800 to 1630 Monday to Friday Terminal Operations 24 hours per day, 7 days per week.
Telephone Numbers:	Main Office: (604) 581-2233 Security (24 hours): (604) 582-2213
Rates Enquiries:	Meena Batra, Commercial Coordinator, (604) 581-2233 ext 7097
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I DEFINITIONS, WEIGHTS AND MEASURES

1. DEFINITIONS

1.1 In this Tariff, each word or expression in the left column of the table below has the meaning set out beside it in the right column:

Agent:	a person who, on behalf of a Customer: enters into an agreement with the Company for services or use of the Property; delivers, or causes to be delivered, Cargo, instructions, or information to the Company; or receives Cargo or information from the Company
Berth/Berths:	any of berths 2 – 10 at Fraser Surrey Docks
Berth Corridor:	particular portions of the Property immediately adjacent to the Berths
Berthage Fees:	any charge that may be assessed by the Port Authority for use of a Berth by a Vessel
Berth Window:	the period time designated by the Company during which a particular Berth will be made available to a Vessel
B/L:	bill of lading, contract of affreightment or similar agreement entered into or issued with respect to Cargo
B/L Defences:	the exemptions from and limitations of liability, defences, rights, immunities and liberties provided for in a B/L
BCMEA:	the British Columbia Maritime Employers Association
BCMEA Assessment:	any charges assessed by the BCMEA for services provided at, in conjunction with, or use of, the Property, however calculated
Cargo:	Goods and Packaging
Carrier:	a person who offers to transport or transports, Cargo, by water, rail, road or other conveyance
Cbm:	cubic meter
CFS or Container Freight Station:	a location designated from time to time by the Company at which Cargo may be removed from or loaded into a Container
Charges:	amounts payable to the Company for use of the Property or for services provided, and includes every type of cost, expense, charge and surcharge provided for in this Tariff and every tax that may payable with respect to same
Company:	either Fraser Surrey Docks LP (“FSD LP”) or Pacific Rim Stevedoring Ltd. (“PRS”), whichever may provide services or the use of the Property to a Customer
Container:	a single, rigid, non-disposable, dry cargo, insulated, refrigerated, flat rack, vehicle rack, liquid tank or open-top container, demountable, without wheels or chassis attached, of standard height and width, either 20 feet or 40 feet in length, furnished or approved by a Carrier for transportation of Goods, with the

	contents properly secured, weighing less than the maximum capacity, and contained within the container
Containerized Cargo:	Cargo in a Container
Container Yard or CY:	a location on the Property designated by FSD LP from time to time for the receipt, the storage, and the handling in preparation for loading to Inland Carrier or Ocean Carrier, of Containers
Contractor:	an officer, director, employee, consultant, agent, contractor, sub-contractor, partner, affiliate, subsidiary, successor, or predecessor of the Company
Customer:	a person for whom the Company provides services or the use of the Property
Direct Transfer:	transfer of Cargo to or from a Vessel, truck or rail car, to or from a Vessel without being taken to a Place of Rest at the Property
Demurrage:	charges that accrue for leaving Cargo on the Property after the expiration of a Storage Period
Earliest Receiving Date or ERD:	the date designated by the Company before which Cargo for loading to a particular Vessel may not be brought to the Property
Equipment Interchange Report or EIR:	the Company's standard form document upon which the transfer of a Container to or from a truck may be recorded
ETA:	the intended date and time (to the nearest hour) of arrival of a Vessel at Fraser Surrey Docks
Free Time:	a period of time within a Storage Period during which Cargo may be left on the Property without accruing Demurrage or Storage Charges
Goods:	"personal" property that is carried or is intended to be carried by a Carrier
Inland Carrier:	a Carrier that offers to transport or transports Cargo by road or by rail
Labour:	persons employed by the Company for the purpose of or in the connection with, the movement or handling of Cargo
Latest Receiving Date:	the date designated by the Company after which Cargo for loading on a particular Vessel may not be brought to the Property
Metric Tonne or MT:	1000 kg; 2204.6 pounds; 1.1023 short tons (one short ton = 2000 pounds); 0.9842 long tons (one long ton = 2240 pounds)
Mfbm:	1000 board feet of lumber or logs, where: 1 board foot of lumber is 12" x 12" x 1"; and 1000 board feet of logs, as determined by "Scribner" scale, is 0.4238 cubic metres
Minimum Charge:	the minimum amount for any particular service or use of the Property, as particularized in the Rate Schedules
Non-Containerized Goods:	Goods not carried in a Container
Non-Containerized Cargo:	Non-Containerized Goods together with any of Packaging with it
Ocean Carrier:	a Carrier that offers to transport or transports Cargo by Vessel

Package:	a quantity of Goods consolidated or secured together, together with any Packaging
Packaging:	the material with which Goods are wrapped, covered, consolidated or secured together, including bands, wires, slings, pallets, and any other shipping package, whether laden or empty, including a Container
Place of Rest:	a location on the Property designated by the Company from time to time for the storage of any particular Cargo
Port:	the Port of New Westminster, the Fraser River Port, or any successor to them
Port Authority:	The Vancouver Fraser Port Authority or any successor entity given any legal authority to exercise any jurisdiction of the Parliament of Canada over any portion of the Property or any activities conducted on it
Property:	the Berths, Berth Corridor, warehouses, industrial area and equipment at Fraser Surrey Docks together with those provided by or subcontracted from third parties from time to time, the use of which the Company may provide to Customers or at or with which the Company may provide services
Steel:	any of the following: <ul style="list-style-type: none"> • steel plate; • steel sheet in envelopes; • hot rolled coil; • wire rod; • galvanized steel coil; • pre-painted eye up galvanized steel coil; • wide flange beams to a maximum of 60 feet; • structural steel to a maximum of 60 feet; • channels to a maximum of 60 feet; • angles to a maximum of 60 feet; • pilings to a maximum of 60 feet; • steel rail to a maximum length of 50 feet; • steel bars; • oil country tubular goods; • oil well casing; • steel tubing; • steel line pipe to a maximum diameter of 24 inches and a maximum length of 40 feet; • galvanized fence posting; • bundled pipe (bundles less than 800 kg each).
Storage Allowance:	as the case may be, either: a quantity (measured by weight, volume, TEU, or otherwise) of Cargo, including laden or empty Containers, that the Company

	may allow to be stored on the Property for a Storage Period; or a portion of the Property upon or within which the Company may allow Cargo to be stored for a Storage Period
Storage Charges:	charges incurred for leaving Cargo at the Property upon the expiration of any Free Time during a Storage Period
Storage Period:	a period time for which the Company may allow a Customer to leave Cargo at the Property
TEU:	twenty foot equivalent unit, a measure of the quantity of an inventory of Containers
Vessel:	a steamship, scow, barge or any other floating structure used to carry Cargo by water, and includes its master, its owners, its charterers, and all others who may have any interest in it
Wharfage Fees:	any charges assessed by the Port Authority with respect to the receipt or handling of Cargo at the Property

2. CUSTOMER WARRANTY OF CARGO DESCRIPTION; RATES BASED ON WEIGHT OR OTHER MEASURES

2.1 The Customer warrants that all descriptions of Cargo provided to the Company, including statements of the weight, dimensions, packaging, and condition of the Cargo, are accurate.

2.2 If a rate provided for in this Tariff for a type of Cargo is expressed on the basis of weight, the Charges are determined on the gross weight of the Cargo stated on the description of the Cargo provided to the Company.

2.3 If a rate provided for in this Tariff for a type of Cargo is expressed on the basis of a quantity other than weight (for example, volume), the Charges are determined on the quantity of Cargo stated on the description of the Cargo provided to the Company.

2.4 The Company may in its sole discretion re-consider any description of any Cargo and substitute its own description for the purposes of calculating the Charges payable with respect to that Cargo.

3. CONVERSION FACTORS

3.1 When required for the purpose of, or in the course of, providing services or use of the Property, and when required for the purposes of calculating Charges, the Company shall be entitled to use the conversion factors published on the Fraser Surrey Docks Limited Partnership website (www.fsd.bc.ca).

II GENERAL TERMS AND CONDITIONS

4. OBJECT

4.1 The purpose of this Tariff is to set out:

- (a) the terms and conditions under which services, and access to and use of the Property, are provided by the Company; and
- (b) the obligations of the Customer;

subject only to written agreement with the Company providing expressly for alternative specific terms and conditions.

4.2 Nothing in this Tariff shall be construed so as to require the Company to provide, to continue to provide, or to again provide, services or use the Property to any person.

5. USE OF SERVICES AND PROPERTY IS CONDITIONED ON THIS TARIFF

5.1 It is the obligation of all users of the services of the Company and of the Property to familiarize themselves with the information contained in this Tariff. It contains terms and conditions which limit the liability of the Company. In requesting or in using the services of the Company or the Property, each:

- (a) Customer;
- (b) person having any interest in any Cargo; and
- (c) vessel, and each of its owners and all others that have any interest in the vessel;

agrees to be bound by the terms and conditions contained in this Tariff, subject only to written agreement with the Company providing expressly for alternative specific terms and conditions.

6. WARRANTY OF AUTHORITY

6.1 Every person who requests or obtains any services or use of the Property warrants that he, she or it has been authorized by all those having any interest in any Cargo or in any Vessel, as the case may be, to obtain such services or use of the Property in accordance with, and subject to, all the terms and conditions, including limitations of liability, contained in this Tariff.

7. THE FACILITIES

7.1 Fraser Surrey Docks Limited Partnership (“FSD LP”) and Pacific Rim Stevedoring Ltd. (“PRS Ltd.”) provide the services at, and the use of, a marine terminal and warehousing facility known as “Fraser Surrey Docks” and, from time to time, other property or facilities located in or near the Port.

7.2 FSD LP leases certain terminal facilities at Fraser Surrey Docks from the Port Authority. It also manages the Berths and the Berth Corridor at Fraser Surrey Docks on behalf of the Port Authority.

7.3 Fraser Surrey Docks is located in tidal waters on the Fraser River, approximately 15 nautical miles (28 kilometres) from its mouth. Fraser Surrey Docks lies in what was historically

known as the Port of New Westminster, and now falls within the Vancouver Fraser River Port Authority.

7.4 Approximately 40% of the surface area of Fraser Surrey Docks lies below the 1-in-200 year flood level of the Fraser River, while approximately 98% of the surface area of Fraser Surrey Docks lies above the 1-in-150 year flood level.

7.5 The Fraser River has a navigation channel that is designed to accommodate vessels up to 270m LOA, 32.2m beam and 11.5m draft, year round. Navigation windows, which are subject to tides and river conditions, are set by the Pacific Pilotage Authority. The Port Authority is responsible for dredging the navigation channel, the approaches to Fraser Surrey Docks, and that berths at Fraser Surrey Docks.

7.6 The Pacific Pilotage Authority provides pilotage service within the waters of British Columbia including navigation of all deep-sea vessels through Area 1, the Fraser River. Sailing time from Victoria to Sandheads, near the entrance of the Fraser River, is roughly 3.5 hours. Sailing time from Sandheads up the river to the approaches to Fraser Surrey Docks takes roughly 2 hours.

7.7 The berthing facilities at Fraser Surrey Docks include:

- (a) seven deep-sea vessel berths, including 3 container vessel berths and one dolphin berth;
- (b) four gantry cranes positioned at the 3 container berths. Three of the gantry cranes are capable of handling two twenty foot containers within the same lift and have a maximum lifting capacity of 80 metric tonnes; and
- (c) a barge slip with an hydraulically operated ramp. The ramp has a maximum capacity of 75,000 lbs (34 metric tonnes).

7.7.1 The terminal facilities at Fraser Surrey Docks have a total surface area of approximately 53 hectares (130 acres), on which are the following are found:

- (a) separate container, steel and general cargo truck gates with queuing lanes;
- (b) Burlington Northern Santa Fe Railway, Canadian National Railway, Canadian Pacific Railway and Southern Rail of British Columbia all have direct connections to Port Authority holding tracks adjacent to Fraser Surrey Docks.
- (c) a 33 hectare (80 acre) Container Yard with a maximum daily storage capacity of 18,000 TEUs;
- (d) approximately 20 hectares (50 acres) of space for outdoor storage of Non-Containerized Cargo;
- (e) three sheds with a total of about 29,000 square meters (310,000 square feet) of unheated, covered storage. Sheds 1, 2 and 6 have polished concrete floors, covered rail overhangs, and bay doors;
- (f) for preventative maintenance:
 - (i) an on-site electrical/crane facility with 2 service bays and electrical, mechanical and carpentry shops; and
 - (ii) a diesel shop with 7 service bays and a heavy lift truck area.

7.7.2 All Non-Containerized cargo is generally handled with forklifts. FSD LP has a fleet of forklifts with specified lifting capacities ranging from 6,000 to 90,000 lb.

7.7.3 To and from the Berth Corridor, and in the Container Yard, Containers are handled by a fleet of heavy-lift container handlers and by a fleet of dock tractors and trailers with a specified maximum hauling capacities ranging from 20 metric tonnes to 65 metric tonnes.

8. GENERAL SAFETY POLICIES

8.1 The Company has four main safety policies that all persons must adhere to:

- All employees or visitors to the property must wear a high visibility vest
- All employees or visitors that walk on the property must walk within the safety walkways
- All employees and visitors to the property must comply with the occupational health and safety regulations for safety footwear
- All cargo handling vehicles and equipment have the right of way

9. ACCESS AND SECURITY

9.1 Marine Transportation Security Act and the Regulations

9.1.1 Access to the Property is provided in the Company's sole, unfettered discretion and in all cases subject to and in accordance with the *Marine Transportation Security Act* and the Regulations thereto.

9.2 Entry onto the Property

9.2.1 FSD LP may at any time in its sole, unfettered discretion, which it can exercise arbitrarily, unreasonably, without notice, without explanation, and without liability to or recourse by any person:

- (a) refuse permission to any person to enter the Property, revoke permission to enter to the Property previously granted to any person, and require any person to leave the Property;
- (b) determine whether it believes that a person may be impaired, by alcohol, by drugs, or otherwise, and refuse permission to that person to enter the Property, revoke permission to enter to the Property previously granted to that person, and require that person to leave the Property.

9.3 Conditions of Entry

9.3.1 Every person who enters the Property must comply with each and every term and condition upon which permission to enter may be granted.

9.3.2 As condition of permission to enter the Property, every person waives all claims against the Company and all of its Contractors with respect to or arising out of any death or personal injury of any nature whatsoever that may be suffered or sustained by that person, by any employee, licensee, invitee, guest or agent of that person, or by any other person while at the Property, from any cause whatsoever, and for any loss or damage or injury to any property outside or within Property belonging to that person, to its employees, agents, customers, licensees, invitees, guests, or to any other person, whether or not such death or personal injury, loss, damage or injury results from an act, omission or negligence of the Company or any of its Contractors or any other person or entity for whom the Company or any its Contractors is, in law, responsible.

9.3.3 Every person who invites another person to enter onto the Property, or who requests permission for another person to enter onto the Property, or on whose behalf another person enters

onto the Property, warrants that the other person entering will comply with each and every term and condition upon which access may be granted.

9.4 Vehicle Access

9.4.1 The Company may at any time in its sole, unfettered discretion, which it can exercise arbitrarily, unreasonably, without notice, without explanation, and without liability to or recourse by any person, refuse permission to any person to bring a vehicle or anything else onto the Property, revoke permission to bring a vehicle or anything else onto the Property previously granted to any person, and require any person to remove from the Property a vehicle or anything else.

9.4.2 Any person bringing a vehicle on to the property must:

- (a) enter through the main security gate only;
- (b) display a valid parking pass at all times when on the Property;
- (c) park in designated parking spots only;
- (d) drive with extreme caution, with vehicle lights and flashers on;
- (e) yield to Cargo handling vehicles and equipment, trains and rail cars, which always have the right of way;
- (f) comply with any further requirements imposed in any Fraser Surrey Docks Vehicle Access Policy that may be in effect from time to time.

9.4.3 Any person who brings a vehicle on to the Property does so entirely at his, her or its own risk. Neither the Company nor any of its Contractors will be liable to any person, whether by way of indemnity or by reason of breach of contract or in tort, including liability for negligence and breach of statutory duty, or on any other legal or equitable basis for damage to any vehicle brought onto the Property.

10. LIMITATIONS OF LIABILITY

10.1 Limitations of Liability Benefit Contractors

Every provision for the benefit of the Company in this Clause will also be available to and will extend to protect every Contractor of the Company and, for the purpose of contracting for the benefit of such provisions and this Section, the Company is and will be deemed to be acting as agent and trustee on behalf of and for the benefit of all such Contractors.

10.2 The Company does not Insure

10.2.1 The Company does not and will not provide insurance for the benefit of any party who may suffer loss as a result of the operation limitation provisions contained in this Tariff. Such parties are encouraged to obtain their own insurance to cover such loss.

10.3 Limitation Period

10.3.1 The Company will not, in any event, be liable with respect to any claim for loss or damage unless:

- (a) for claims for loss or damage to any Cargo, written notice thereof has been given by the claimant to the Company not more than thirty (30) days after that Cargo left the Company's actual custody;
- (b) for any claim whatsoever, a detailed, itemized and final claim has been lodged by the claimant with the Company not more than six (6) months following the incident alleged to have caused the loss or damage; and

- (c) for any claim whatsoever, a legal action to enforce the same has been commenced by the claimant against the Company not more than one (1) year following the incident alleged to have caused the loss or damage.

10.4 Burden of Proof

10.4.1 In any legal or other proceeding in which destruction, damage, loss or disappearance of Cargo is in issue, the burden of proving the fact of such destruction, damage, loss or disappearance, the cause thereof, and the responsibility therefore, will lie always with the claimant. The Company and each of its Contractors will at all times be presumed to have exercised due care in the custody and handling of the Cargo until the contrary is specifically proved by evidence.

10.5 Liability for Damages Excluded and Limited

10.5.1 Notwithstanding anything else in this Tariff, and without detracting from any other limitation or exclusion of liability provided for in this Tariff, the Company and its officers, directors, employees, consultants, agents, sub-contractors and affiliates will not be liable to any Customer, Carrier, Vessel or to anyone claiming through or under any of them, whether by way of indemnity or by reason of breach of contract or in tort, including liability for negligence and breach of statutory duty, or on any other legal or equitable basis for:

- (a) special, indirect or consequential damage or loss;
- (b) loss of present or prospective revenue, profits, overhead, expenditures, or investments, whether in connection with services or use the Property or on account of any other reason or cause;
- (c) loss of any contract or other work that may be suffered by any Customer; nor
- (d) in any circumstance, for an amount that exceeds CDN \$1,000,000.00, including costs and interest.

10.6 Delay

10.6.1 The Company will not be liable for any losses caused or contributed to by any delay in providing services or use of the Property attributable in any way to:

- (a) lack of sufficient labour, equipment or space at the Property;
- (b) changes in Marine Security (MARSEC) levels at the Property; or
- (c) security inspections, steps or measures of any description whatsoever taken or occurring, and whether taken by FSD LP or PRS, the Port Authority, or any other federal, provincial state, municipal or local government or any regulatory authority, agency, commission or board, or any court, having or purporting to have jurisdiction in the circumstances, or any person acting or purporting to act under the authority of any foregoing.

10.7 Liability for Loss of or Damage to Cargo

10.7.1 In this clause 10.7:

- Fair Market Value of lost Cargo means the fair market value of the Cargo, ex-the Property, on the date of loss of that Cargo;
- Repair Costs means the reasonable costs to repair damaged Cargo;
- Per Package Limitation is \$500 per Package;
- Rate-Based Limitation (“RBL”) is three times the amount invoiced by the Company for services or use of the Property provided with respect to the Cargo lost or damaged, calculated as follows:

$$\text{RBL} = 3 \times I_C$$

Where

$$I_C = I_T \times (Q_D / Q_C)$$

and:

I_T = the total amount invoiced by the Company for services or use of the Property provided with respect to the class of Cargo in which the damaged or lost Cargo are included

Q_C = total quantity of Cargo of the class for which the amount I_T was invoiced by the Company expressed in the unit of measure referred to in the invoice

Q_D = the quantity of Cargo lost or damaged expressed in the same unit of measure as Q_C

10.7.2 The Company will not be liable for any loss of or damage to any Cargo, howsoever caused, except to the extent that the loss or damage occurs directly and solely as a result of gross negligence or wilful misconduct by the Company or any of its Contractors.

10.7.3 Every Carrier bringing any Cargo to the Property will issue a B/L that contains a customary freight limitation of liability and a clause (a “Himilaya Clause”) extending to the Company and all of its Contractors the benefit of every B/L Defence to which the Carrier is entitled under the B/L. When the Carrier is acting as a connecting Carrier, the agreement between it and the Carrier issuing the B/L (the “Publishing Carrier”) shall provide either that every B/L Defence to which the Carrier is entitled shall also be available and extend to protect every independent contractor, including stevedores and terminal service operators and contractors, or that the B/L issued by the Publishing Carrier shall include a Himilaya Clause extending to the Company every B/L Defence.

10.7.4 The Company will be entitled to claim the benefit of every B/L Defence set out in a Carrier's favour in any B/L, and each Customer and all those having any interest in Cargo alleged to be lost or damaged agree that the Carrier is the agent of the Company for the purpose of contracting for the benefit of B/L Defences, and the Company authorizes the Carrier to so act as agent of the Company. Where, however there is any inconsistency between the terms of a B/L Defence and the terms of this Tariff, the terms of this Tariff will prevail.

10.7.5 If for any reason, the Company becomes liable for direct or any other damages for loss of or damage to any Cargo, and regardless of the form of action (in contract, in tort including negligence, or on any other legal or equitable theory), then the Company will not in any event be liable for any loss of or damage to or in connection with that Cargo in an amount exceeding the lesser or least of:

- (a) where lost, the Fair Market Value;
- (b) where damaged, the Repair Costs;
- (c) the Per Package Limitation;
- (d) the Rate-Based Limitation; and
- (e) the maximum liability under any B/L Defence that may be applicable and available in the circumstances.

10.8 Injury To Persons (Including Death)

10.8.1 None of the Company, its Contractors or the Port Authority will be liable for any injury (including death at any time resulting from any such injury) to:

- (a) passengers or crew members from Vessels; or
- (b) to any other persons;

occurring in, on or about the Property, save and except to the extent that such injury occurs directly and solely as a result of gross negligence or wilful misconduct of the Company, its Contractors or the Port Authority, in which case only the person by whose gross negligence or wilful misconduct the injury or death was caused may be held to be liable.

10.9 Inherent Defect of Cargo at Customer's Risk

10.9.1 Cargo subject to deterioration, spoilage, shrinkage, oxidization, wastage, rust, tarnish, discoloration, breakage, leakage, chafing or any other peculiar loss or damage that may occur despite handling or storage as provided for in this Tariff are held and handled by the Company or at the Property entirely at the Customer's risk.

10.10 Timber, Logs, Lumber, Watercraft

10.10.1 No timber, logs, lumber, Vessels or other water borne Cargo or property may be placed or moored at or in, or anchored or secured to or alongside of, any of the Berths or Dolphins at the Property, the Berth Corridor, or any other Vessel, except with the permission of the Company.

10.10.2 Permission will be granted only at the Customer's sole risk. Fraser Surrey Docks Limited Partnership, Pacific Rim Stevedoring Ltd., and each and every one of their respective Contractors will not in any circumstance be liable to any person for any loss of or damage to anything placed or moored at or in, or anchored or secured to or alongside of, any of the Berths or dolphins at the Property, the Berth Corridor, or any other Vessel, however caused, including loss or damage caused by the negligence of Fraser Surrey Docks Limited Partnership, Pacific Rim Stevedoring Ltd., or any of their respective Contractors.

10.10.3 Without detracting from the legal obligations that may be owed by any person to any of Fraser Surrey Docks Limited Partnership, Pacific Rim Stevedoring Ltd., or to any of their Contractors, the Customer shall be liable to Fraser Surrey Docks Limited Partnership, Pacific Rim Stevedoring Ltd., and each and every one of their Contractors for any loss or damage that occurs while, or is caused or contributed to by, any timber, logs, lumber, Vessels or other water borne Cargo or property or in, or anchored or secured to or alongside of, any of the Berths or dolphins at the Property, the Berth Corridor, or any other Vessel.

10.11 Other Limitations of Liability

10.11.1 In addition to the preceding, other provisions within this Tariff may contain further and other specific limits of liability.

11. INDEMNITIES

11.1 Environmental Indemnity by Customer

11.1.1 The Customer shall hold the Company harmless from and indemnify it against any losses, expenses, damages, demands, claims, fines or penalties of any kind or nature whatsoever which may be brought against the Company, directly or indirectly, in consequence of or with respect to any discharge, emission, spillage or leakage resulting from any act, neglect or default of the Customer or any Carrier carrying any Cargo upon or into the seas, waters, land or air, of any substance whatsoever or with respect to or as a result of any environmental laws including, without

restricting the generality of the foregoing, Part XV of the Canada Shipping Act, the Marine Liability Act, and any regulations made pursuant thereto.

11.2 Indemnity for claims by Invitees

11.2.1 The Customer undertakes to hold harmless and indemnify the Company in respect of any claim, action, loss, damage, cost or expense arising from or in any way connected with any damage to property, personal injury or death, occurring as a result, direct, or indirect, of the Customer, its agents or employees, allowing, inviting or facilitating persons to enter the Property or facilities, whether by land, water or otherwise (including as a result of such persons being brought to the Property on a Vessel).

12. GENERAL LEGAL PROVISIONS

12.1 Governing Law and Attornment

This Tariff will be governed by and construed in accordance with the substantive laws of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to the conflict of law rules of British Columbia that would apply a different body of law. The Customer irrevocably submits to and accepts generally and unconditionally the exclusive jurisdiction of the courts and appellate courts of British Columbia with respect to any legal action or proceeding which may be brought at any time relating in any way to this Tariff.

12.2 Force Majeure

12.2.1 The Company shall not be responsible or be held liable in damages if any obligation it may have to a Customer cannot be performed, in whole or in part, due to Force Majeure including but not limited to labour disputes, disturbances, riots, civil commotion, war or the consequences of war (declared or undeclared), terrorism or the consequences of terrorism, insurrections, requisitions, or the threat of requisition, priorities or any other action, direction, regulation or order of any competent authority or agency, acts of God, perils of the sea and of other waters, dangers of navigation, ice, public enemies, storms, floods, or any other matter or thing beyond the direct control of the Company.

12.3 Waiver

12.3.1 No failure or delay by the Company in enforcing any right or exercising any remedy will be deemed a waiver by the Company of any right or remedy.

12.4 Amendments

12.4.1 The Company may amend this Tariff, including any rates and any provisions contained within it, without specific notice and such change will be effective from the date specified.

12.5 Invalidity of Particular Provision

12.5.1 If any provision of this Tariff or any part of any provision (in this Section called the "Offending Provision") is declared or becomes unenforceable, invalid or illegal for any reason whatsoever including, without limiting the generality of the foregoing, a decision by any competent courts, legislation, statutes, bylaws or regulations or any other requirements having the force of law, then the remainder of this Tariff will remain in full force and effect as if this Tariff had been executed without the Offending Provision.

12.6 Relationship

12.6.1 Nothing in this Tariff will make or be construed to make any party partners or agents of the others or to create any other relationship by which the acts of any party may bind the others or result in any liability to the other.

12.7 Currency

12.7.1 Unless otherwise specified all sums of money expressed in this Tariff are in the lawful money of Canada.

III OBLIGATIONS OF CUSTOMERS – CARGO, VESSELS, SHIPPING DOCUMENTATION, OTHER

13. OBLIGATIONS OF THE CUSTOMER – VESSELS

13.1 All Vessels

13.1.1 Each Customer for whom any Vessel uses or seeks to use a Berth, and each Customer for whom any Cargo will be loaded to or discharged from a Vessel, must ensure that the Vessel's ETA:

- (a) is provided to the Company at least 30 days prior to the arrival of the Vessel at Fraser Surrey Docks; and
- (b) is re-confirmed to the Company at 15 days, 10 days, 5 days and 1 day before arrival and at any time if the ETA changes by more than 1 hour.

13.1.2 Each Customer for whom any Vessel uses or seeks to use a Berth, and each Customer for whom any Cargo will be loaded to or discharged from a Vessel, must ensure that the Vessel:

- (a) is in compliance with the *Marine Transportation Security Act*, the *Regulations* thereto, and all other applicable laws of Canada and British Columbia;
- (b) is not distressed in any way;
- (c) has a gangway properly affixed with the cargo-net (save all) securely fastened in accordance with the Port standards and allows for safe boarding and disembarking;
- (d) only has gear that is in safe, working order, suitable for handling Cargo in the normal course of operations at the Property without special handling (except where otherwise agreed to by the Company in accordance with the provisions of this Tariff) and without risk to individuals, to the Company or its Contractors, or to the Cargo or any other property.

13.2 Container Vessels

13.2.1 Each Customer for whom a Container is to be loaded to or discharged from a Vessel must ensure that each Vessel, upon arrival and while at the Berth, is prepared for loading or discharge without delay and that all securing and lashing, all Vessel's gear, and all equipment provided by the Vessel is in good condition to handle cargo in a normal, safe, and efficient manner in accordance with all applicable lawful requirements. In particular, but without limiting the generality of the foregoing, the Customer must ensure that:

- (a) the Vessel is properly fitted for loading and unloading of Containers using industry standing lashing and fittings (costs, including delay costs, incurred because of inadequate or extraordinary lashings or fittings are Charges that must be paid by the Customer);
- (b) sufficient adequate lashing poles for unlocking all container stacks is provided;
- (c) all lashing wires, rods, bottle screws, turnbuckles, stacker cones, bridge fittings, securing pads, chains, clamps and any other lashing, unlashings, securing or unlocking devices that may be required are provided in good working condition

and are positioned alongside cargo or containers to be lashed, unlash, secured or unlocked;

- (d) hatch covers are unlocked and locked promptly as required;
- (e) as required, refrigerated Containers are promptly plugged or unplugged by the Vessel's crew and, prior to discharge, cords are wrapped and stowed.

13.3 Non-Container Vessels

13.3.1 Every Customer for whom any Non-Containerized Cargo is to be loaded to or discharged from a Vessel must ensure that each Vessel, upon arrival and while at the Berth, is prepared for loading or discharge without delay and that all securing and lashing, all Vessel's gear, and all equipment provided by the Vessel is in good condition to handle cargo in a normal, safe, and efficient manner in accordance with all applicable lawful requirements. In particular, but without limiting the generality of the foregoing, the Customer must ensure that:

- (a) the Vessel is properly fitted for loading and unloading of Non-Containerized Cargo and the Vessel's cranes are in good working order with inspections certificates on board the Vessel for review;
- (b) the gangway is properly affixed with the cargo-net (save all) securely fastened in accordance with the Port standards and allows for safe boarding and disembarking;
- (c) hatch covers are unlocked and locked promptly as required.

14. OBLIGATIONS OF THE CUSTOMER – CARGO CONDITION, LOAD, SPECIFICATIONS AND MARKS

14.1 Containers

14.1.1 Each Customer must ensure that at all times, a Container :

- (a) meets ISO specifications, is in good working order with proper marking, and is properly and safely loaded within the Container's safe working load limit;
- (b) is accurately and legibly marked with its capacity, tare, gross and net weight.

14.2 Non-Containerized Cargo

14.2.1 Each Customer must ensure that at all times, all Non-Containerized Cargo:

- (a) is accurately and legibly marked with the shipping weights and dimensions;
- (b) is clean and free of any chemical wash, of any dirt, any substance that may require fumigation and any substance that may pose a risk to individuals, to the Company or its Contractors, or to the Cargo or any other property;
- (c) is capable of being handled in the normal course of operations at the Property without special handling (except where otherwise agreed to by the Company in accordance with the provisions of this Tariff) and without risk to individuals, to the Company or its Contractors, or to the Cargo or any other property.

15. OBLIGATIONS OF THE CUSTOMER – SHIPPING DOCUMENTATION

15.1 Containers for Import

15.1.1 Each Customer for whom a Container will be discharged from a Vessel must provide the Company with, or ensure that the Company is provided with, the following:

- (a) at least 5 days prior to arrival of a Vessel, the import manifest;

- (b) as soon as reasonably possible, and in no event no later than 24 hours prior to the commencement of the Berth Window of a Container Vessel, the following:
- (i) Vessel pre-stow plan;
 - (ii) list of import and export Containers, with Container numbers, seal numbers, capacity, tare, gross and net weights;
 - (iii) list specifying the Inland Carrier and final destination of all Containers;
 - (iv) list identifying all Containers that have been diverted;
 - (v) hot rush/hot load list;
 - (vi) BAPLI list or plan;
 - (vii) list of Containers that require customs inspection;
 - (viii) notice and description of any dangerous or hazardous goods;
 - (ix) list of any Non-Containerized Cargo to be discharged from a Container Vessel;

15.2 Containers for Export

15.2.1 At least 24 hours prior to delivery of the Container, whether laden or empty, to the Property, each customer must provide the Company with, or ensure that the Company is provided with, the following:

- (a) The Container Booking List;
- (b) The Shipper's Lineup;
- (c) Container Load Plans with the following information:
 - (i) Booking number;
 - (ii) Vessel name;
 - (iii) Port of Discharge;
 - (iv) Dimensions;
 - (v) Type (for example, reefer, open-top, flat-rack, etc);
 - (vi) Container Number (including pre-fix);
 - (vii) Seal number(s);
 - (viii) Net and Gross weights;
 - (ix) Dangerous or Hazardous substance information and documentation, if applicable;
 - (x) Reefer temperatures; **NOTE:** the Company will not set or monitor temperatures or provide electricity or other services for refrigerated containers except in accordance with a further agreement between the Company and the Customer.

15.3 Non-Containerized Cargo for Import

15.3.1 Each Customer for whom any Non-Containerized Cargo will be discharged from a Vessel must provide the Company with, or ensure that the Company is provided with, the following:

- (a) at least 5 days prior to arrival of the Vessel, the import manifest specifying:
 - (i) Vessel name;
 - (ii) complete Cargo descriptions including size, type, number of packages;
 - (iii) identifying marks, numbers and labels;
 - (iv) weights and measurements;

- (v) special handling instructions; **NOTE:** the Company will comply with such instructions only subject to and in accordance with the terms and conditions of this Tariff;
- (b) at least three (3) working days prior to arrival of the Vessel, a Cargo distribution list with complete instructions showing:
 - (i) names of consignee and consignor of the Cargo;
 - (ii) next destination of the Cargo;
 - (iii) name of Inland Carrier, and instructions for delivery, including intended date of delivery, to the Inland Carrier.

15.4 Non-Containerized Cargo for Export

15.4.1 Each Customer for whom any Non-Containerized Cargo is to be delivered to the Property to for the purpose of being loaded to a Vessel must:

- (a) provide the Company with, or ensure that the Company is provided with, the following:
 - (i) At least 24 hours prior to delivery of the Cargo to the Property, Booking Lists and Shipper's Lineup;
 - (A) ensure that Cargo delivered to the Property has legible labelling, free and clear of dirt, displaying the correct shipping weights and dimensions;
 - (B) ensure that proper documentation accompanies all deliveries of Cargo and contains (as applicable):
 - (I) Vessel name;
 - (II) date of delivery;
 - (III) destination;
 - (IV) shipper and carrier;
 - (V) a complete, accurate description of all Cargo, including:
 - (1) the type of Cargo, including, for example, its standard dimensions (for example, "steel I-beam, 20 foot");
 - (2) marks;
 - (3) quantity of Cargo (weight, volume, number of packages, etc.);
 - (4) special handling instructions; **NOTE:** the Company will comply with such instructions only subject to and in accordance with the terms and conditions of this Tariff;
 - (5) Identifiable lifting points.
- (b) to the extent possible using its commercially reasonable best efforts, provide the Company with all information required for a Vessel in electronic format (EDI, flat file, BAPLI, etc.).

16. OBLIGATIONS OF THE CUSTOMER – TRUCKS

16.1 Each Customer for whom a truck enters or seeks to enter the Property for the purpose of picking up or dropping off Cargo must ensure that:

- (a) an appointment to enter the Property is made with Company;
- (b) the driver is competent, is duly authorized to enter the Property in accordance with the *Marine Transportation Security Act*, and the *Regulations* thereto; and that
- (c) the truck is in safe-working condition and in compliance with all applicable laws of Canada and British Columbia.

17. OBLIGATIONS OF THE CUSTOMER – DANGEROUS GOODS

17.1 Each Customer must ensure that all required documents and placards, with all information properly and accurately stated, for the safe and lawful handling and transportation of any dangerous goods to be received at the Property, discharged from a Vessel, or loaded to a Vessel, are provided to the Company.

18. PROVISION OF SERVICES IN THE ABSENCE OF NECESSARY INFORMATION

18.1 If any Customer fails to meet their obligations with respect to the condition of any Cargo or the provision of information with respect to Cargo (for example, if documentation in respect of Cargo is not provided to the Company within the time specified), the Company may in its discretion refuse or continue to provide some or all services or use of the Property, and all costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay, including extra costs incurred with respect to other Cargo) are Charges that must be paid by the Customer.

19. DISTRESSED CARGO, VESSELS OR OTHER CONVEYANCES

19.1 Irrespective of any other provision in this Tariff, where, in the opinion of the Company:

- (a) any Cargo is improperly or inadequately stowed, or affected by fire, water, oil or is otherwise distressed; or where
- (b) a Vessel, a rail car, a truck or another conveyance, or its machinery or its working spaces, are in a distressed condition;

the Company is, in its sole, unfettered discretion, entitled to decline to provide further services unless and until the distress is resolved to the satisfaction of the Company; and where the Company continues to perform services despite the distress, all of the costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including the cost of equipment for the protection of employees and extra costs incurred with respect to other Cargo) are Charges that must be paid by the Customer.

IV GENERAL SERVICES

20. SERVICES PROVIDED SUBJECT TO THE AVAILABILITY OF LABOUR, EQUIPMENT AND SPACE

20.1 The Company provides services and the use of the Property subject to:

- (a) availability of labour, personnel, equipment and materials and the physical capacity of the Property; and
- (b) restrictions or obligations that may be imposed by or owed to third parties (including but not limited to the Port Authority, governmental authorities and law enforcement agencies) in respect to the Property or services provided on it.

21. STANDARD HANDLING AND STORAGE OF CARGO AT THE PROPERTY

21.1 Except as expressly provided for in this Tariff, Cargo is:

- (a) discharged from and loaded to Vessels with Vessel's Gear;
- (b) handled with cranes, forklifts and, in the case of Containers, with specialized Container handling machinery; and
- (c) stored outside.

21.2 The Company may in its discretion handle or move Cargo from time to time with other machinery, for example, tractor/trailers, bolsters, flatracks, cranes, etc.

22. SPECIAL HANDLING INSTRUCTIONS

22.1 The Company will not handle, nor provide use of the Property with respect to, any Cargo other than in accordance with its standard handling and storage practices except when, upon the written request of a Customer received at least five days prior to arrival of any Cargo, the Company in its discretion agrees to handle or store that Cargo in accordance with special instructions, including, for example, instructions to do the following:

- (a) sort or separate Cargo;
- (b) store Cargo inside a Shed at the Property;
- (c) cover Cargo with tarps or other materials;
- (d) handle Cargo in accordance with such other special handling instructions services as the Company may agree to provide from time to time.

22.2 Extra Charges will be applied for special handling. All costs, expenses, losses and Charges incurred in providing services or use of the Property in accordance with any special handling instructions are Charges that must be paid by the Customer.

22.3 The Company will not be liable to any person for any loss or damage caused or contributed to by:

- (a) special handling; or
- (b) a failure to provide any special handling beyond that which the Company has agreed to provide in accordance with this Clause.

23. PACKAGING

23.1 Cargo will be subject to multiple handling (for example: to and from Carriers; to relocate the Cargo on the Property; to facilitate inspection by authorities; etc). Each Customer warrants that all Cargo can sustain such movement without damage or will be adequately packaged and secured so as to prevent damage in the course of such handling.

23.2 The Company will not be liable for any loss or damage caused or contributed to by insufficient packaging. The Company will not be liable for any loss or damage caused or contributed to by the deterioration of any Cargo.

23.3 Where, in the opinion of the Company, any Cargo may be unable to withstand handling at the Property, the Company may, at the risk and expense of the Customer:

- (a) refuse to handle any of the Cargo;
- (b) refuse to permit any of the Cargo to be handled;
- (c) cause or require any of the Cargo to be:
 - (i) covered or moved into a shed;
 - (ii) packaged or repackaged;
 - (iii) handled with extra labour or equipment;

and

the costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including extra costs incurred with respect to other Cargo) are Charges that must be paid by the Customer.

24. CARGO THAT MAY CONTAMINATE OTHER CARGO, PEOPLE OR PROPERTY

24.1 The Company may in sole discretion determine that any Cargo poses a risk to any other Cargo, to people or to property, and reject any Cargo, relocate any Cargo and store it under different conditions (for example, store it outside despite special instructions for inside storage), and cover or remove any Cargo from the Property, all at the risk of the Customer, and the costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including extra costs incurred with respect to other Cargo) are Charges that must be paid by the Customer.

25. DEMURRAGE - RAILCARS OR VESSELS

25.1 The Company will have no responsibility for and no liability for any demurrage whatsoever that may accrue on any railcar, Vessel, or other conveyance.

26. EXPLOSIVES AND HAZARDOUS GOODS DANGEROUS GOODS HANDLING

26.1 The acceptance, handling, or storage of explosives or excessively inflammable or hazardous materials will be subject to the Customer obtaining prior approval from the Port Authority and to making special arrangements with the Company and will be governed by the rules and regulations of the *Transportation of Dangerous Goods Act, 1992*, and regulations thereto, or legislation governing the same subject matter and enacted in replacement of or in addition to that Act or regulations.

26.2 Hazardous Cargo must be prepared for shipment in accordance with International Maritime Organization regulations (IMDG Code) and a detailed description of the Cargo,

including its I.M.O. code and rating, must be provided to the Company in advance by or on behalf of the Customer.

26.3 Customers must ensure that dangerous Cargo is correctly labelled, placarded and documented. The Customer must indemnify the Company for any losses, damages, penalties, costs or expenses that may arise out of any incorrect labels, placards or documentation of such Cargo.

26.4 The Company reserves the right to decline services at its location for Hazardous or Dangerous Cargo for any reason whatsoever.

27. INFORMATION AND RECORDS

27.1 Each Customer must hold all information received from the Company in confidence. The Company shall be entitled to refuse to disclose information or documents obtained from any Customer.

V VESSEL SERVICES

28. BERTH AND GANTRY CRANE AVAILABILITY

28.1 FSD LP may in its discretion authorize the use of any of Berths 2 through 10, the Berth Corridor, and the gantry cranes at the container berths at Fraser Surrey Docks. FSD LP exercises its discretion in accordance with authority granted to it by the Port Authority and in accordance with the following:

- (a) Vessels of Ocean Carriers with schedules agreed to by FSD LP will be given first priority for designation of an appropriate berth, a Berth Window, and the use of the gantry cranes in accordance with agreed-upon schedules.
- (b) Any Container vessel not being operated by an Ocean Carrier in accordance with a fixed schedule agreed to by FSD LP will be given the second priority for designation of a Berth Window, a Container Berth and cranes.
- (c) Where two Container vessels, neither being operated by Ocean Carriers in accordance with a fixed schedule agreed to by FSD LP, are berthed at a Container Berth and are ready to discharge or load at the beginning of any particular shift, the use of one gantry crane will be designated to each.
- (d) Any Vessel that is delayed past the Berth Window designated to it by FSD LP will lose priority. Subject to bona fide commercial and operational considerations, FSD LP will use its best efforts to reschedule any Vessel that misses its Berth Window.

28.2 In order to resolve berth and crane scheduling conflicts and to allow safe, efficient navigation by all Vessels at and near the Berths, at the expense of the Customer:

- (a) a Vessel may be required to load or discharge Cargo during all available shifts through to completion;
- (b) a Vessel may be required to move off the Berth for a period of time or move from one Berth to another;
- (c) a Vessel scheduled to discharge or load Cargo to or from a scow may be required to wait for a berth or, in the course of discharging or loading, move to another berth, move off the berth for a period of time, or move to another marine terminal facility;

and

the costs incurred in doing so (for example, labour, equipment costs incurred as a result of any delay while doing so, including extra costs incurred with respect to other Vessels or Cargo) are Charges that must be paid by the Customer.

29. ADDITIONAL VESSEL SERVICES

29.1 Any charges for additional vessel services are Charges that the Customer must pay.

29.2 Vessel Lines

29.2.1 Every Vessel must provide lines sufficient for tying up the Vessel to a Berth. The Company charges for tying up and letting go each Vessel as particularized in the Schedules to this Tariff.

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- 29.3 Gangway
- 29.3.1 The Company may determine that a gangway provided by a Vessel is unsafe or otherwise inadequate, and require use of another gangway. The Company may provide the use of a gangway, and charges for the use of gangway are as particularized in the Schedules to this Tariff.
- 29.4 Access to the Berth and Berth Corridor for Third Party Service Providers
- 29.4.1 If, at the request of any person, FSD LP may grant permission for a ship chandler, a surveyor or any person access to a Berth, to the Berth Corridor or to the Property generally. The Company may charge for costs incurred in providing such access (for example: labour charges may be incurred to escort the third party; a fee may be charged for use of the Property to conduct repairs to a Vessel).
- 29.5 Water
- 29.5.1 At the request of a Vessel, FSD LP may provide the use of a water line. The Company charges for water, for use of the water line, and connecting and disconnecting water lines as particularized in the Schedules to this Tariff.
- 29.6 Bunkering
- 29.6.1 Bunkering of Vessels is prohibited except with the express written consent of the Company.

30. BERTHAGE FEES AND WHARFAGE FEES

- 30.1 All Berthage Fees and all Wharfage Fees are Charges that must be paid by the Customer to the Company as agent for collection of the Port Authority.

31. BCMEA CARGO ASSESSMENTS

- 31.1 All BCMEA Cargo Assessments are Charges that must be paid by the Customer to the Company as agent for collection of the BCMEA.

32. OTHER CHARGEABLE FEES

- 32.1 The Company may be required to collect “other” fees as requested, from time to time, by the Port Metro Vancouver or related third parties.

VI STEVEDORING SERVICES

33. SUPERVISION BY THE VESSEL

33.1 Stevedoring services are provided subject to and in accordance with the instructions of the crew of the Vessel.

34. CELL-TO-CELL, CELL-DOCK-CELL MOVEMENTS - CONTAINERS

34.1 The Company may, on the instructions of the Vessel, move a Container from one cell to another cell on a Vessel or from a cell on a Vessel to the dock surface and then to another cell on that Vessel. The charges for these movement are Charges that must be paid by the Customer.

35. STANDARD STEVEDORING SERVICES – CONTAINERS

35.1 The Standard Stevedoring Services for the discharge of a Container, whether laden or empty, from a Container Vessel consist of unlash the Container using the Vessels gear and, with the use of a Fraser Surrey Docks gantry crane:

- (a) discharging the Container from that Vessel to the Berth Corridor at ship's side;
- (b) moving hatch covers fitted with standard corner fittings from bay to bay and to and from the dock apron in order to facilitate the discharging of a Container,

35.2 The Standard Stevedoring Services for loading a Container, whether laden or empty, to a Container Vessel consist of, with the use of a Fraser Surrey Docks gantry crane:

- (a) moving hatch covers fitted with standard corner fittings from bay to bay and to and from the Berth Corridor to facilitate the loading of a Container;
- (b) lifting a Container from the Berth Corridor at ship's side and stowing it on a Vessel in accordance with a pre-stow plan prepared and supplied by or on behalf of the Vessel; and
- (c) lashing the Container using the Vessel's gear and lashing.

36. STANDARD STEVEDORING SERVICES – NON-CONTAINERIZED CARGO

36.1 The Standard Stevedoring Services for the discharge of Non-Containerized Cargo from a Vessel consist of, with the use of the Vessel's gear:

- (a) shifting Cargo in the hold to facilitate discharge, if required in the normal course for the type of Cargo;
- (b) attaching lifting gear (for example, slings, choker chains, etc.) to the Cargo;
- (c) lifting the Cargo from the hold and placing on the Berth Corridor at Vessel's side.

36.2 The Standard Stevedoring Services for the loading of Non-Containerized Cargo on a Vessel consist of, with the use of the Vessel's gear:

- (a) attaching lifting gear to Cargo lying on the Berth Corridor at Vessel's side;

-
- (b) lifting the Cargo and stowing in a hold on the Vessel in accordance with pre-stow plan prepared and supplied by or on behalf of the Vessel.

37. TRANSHIPMENT SERVICES

37.1 Transshipment services for Non-Containerized Cargo

37.1.1 The Company will discharge Non-Containerized Cargo from a Vessel for the purpose of loading to another Vessel only in accordance with a specific agreement with a Customer to do so. All costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including extra costs incurred with respect to other Cargo) are Charges that must be paid by the Customer.

37.2 Transshipment services for Containers

37.2.1 Upon written request, the Company may agree to discharge a Container from a Vessel for the purpose of loading to another Vessel. The Company charges for doing so as particularized in the Schedules to this Tariff, and those charges are Charges that must be paid by the Customer.

38. STEVEDORING SERVICES – DIRECT TRANSFER

38.1 The Company may, upon a written request received at least 5 days before the arrival of a Vessel, agree to:

- (a) transfer Cargo directly between that Vessel at a Berth and a truck or railcar in the Berth Corridor;
- (b) transfer Cargo directly from one Vessel to another Vessel (for example, a scow);
- (c) transfer Cargo directly between a Vessel and the water adjacent to the Berth (for example logs).

38.2 The Company charges for transferring Cargo directly as particularized in the Schedules to this Tariff, and these charges are Charges that must be paid by the Customer.

VII TERMINAL SERVICES

39. REMOVAL OF CARGO FROM THE BERTH CORRIDOR

39.1 Except as otherwise agreed to by the Company, no Cargo may be stored in the Berth Corridor. All Cargo:

- (a) placed in the Berth Corridor in preparation for loading to a Vessel must be loaded as scheduled; and
- (b) discharged from a Vessel must be loaded to an Inland Carrier by Direct Transfer or moved to a Place of Rest on the Property.

39.2 The Company may, at the risk and expense of the Customer, remove any Cargo discharged from a Vessel or not loaded to a Vessel as scheduled and take it to a Place of Rest. All costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including extra costs incurred with respect to other Cargo) are Charges that must be paid by the Customer.

40. TERMINAL THROUGHPUT SERVICES

40.1 The charges for providing Terminal Throughput Services are Charges which must be paid by the Customer.

40.2 Containers for Import

40.2.1 The Terminal Throughput Services for a Container discharged from a Vessel, whether laden or empty, at Fraser Surrey Docks consist of:

- (a) once, moving the Container from the Berth Corridor at Vessel's side to the Container Yard and stacking as required;
- (b) storing the Container for the Storage Period;
- (c) once, unstacking the Container in Container Yard and either:
 - (i) transporting it to a loading area, and loading it on, but not securing it to, a truck, and allowing the truck carrying that Container to pass once through the Container Gate at the Property; or
 - (ii) transporting it through the Container Gate at the Property to a rail siding on or adjacent to the Property, but not loading nor securing it to a rail car.

40.3 Containers for Export

40.3.1 The Terminal Throughput Services for a Container, whether laden or empty, delivered to the Property by an Inland Carrier to be loaded onboard a Vessel consist of:

- (a) once, no sooner than the Earliest Receiving Date and no later than the Latest Receiving date, either:
 - (i) allowing a truck to bring the Container through the Container Gate at the Property, unloading the Container from the truck; or

- (ii) discharging the Container from rail car at rail siding on or adjacent to the Property, transporting it onto the Property and to Container Yard, and stacking it as required;

and

- (b) once, unstacking Container in the Container Yard and transporting it to the Vessel's side in the Berth Corridor;

NOTE: Irrespective of any EIR issued or exchanged by the Company on behalf of Carrier or a Customer, the Company shall not in any circumstances be held liable for any damage to a Container not readily identifiable at the time of such visual inspection conducted pursuant to the EIR.

40.4 Non-Containerized Cargo for Import

40.4.1 The Terminal Throughput Services for Non-Containerized Cargo discharged from a Vessel at Fraser Surrey Docks consist of:

- (a) once, transporting the Non-Containerized Cargo from the Berth Corridor at ship's side to a Place of Rest on the Property;
- (b) without any sorting, storing the Non-Containerized Cargo in an orderly fashion in the order received at the Place of Rest;
- (c) at the Place of Rest, assess by visual inspection and record the quantity and condition of the Non-Containerized Cargo;
- (d) storing the Non-Containerized Cargo for the Storage Period;
- (e) once, either:
 - (i) transporting the Non-Containerized Cargo to a loading area, placing it once onto, but not securing it to or shifting it, a truck, and allowing the truck to pass one time through a Gate to leave the Property with the Cargo; or
 - (ii) transporting the Non-Containerized Cargo through a Gate once to a rail loading facility on or adjacent to the Property but not shifting it nor loading it on to a rail car nor securing it to a rail car.

NOTE: Inland Carriers must secure Cargo to the Vehicle on which any Cargo is loaded, and are solely responsible for providing any dunnage and securing material that may be required for doing so.

40.5 Non-Containerized Cargo for Export

40.5.1 The Terminal Throughput Services for Non-Containerized Cargo received at the Property to be loaded to a Vessel at Fraser Surrey Docks consist of:

- (a) once, no sooner than the Earliest Receiving Date and no later than the Latest Receiving Date, either:
 - (i) allowing a truck to bring the Non-Containerized Cargo through a Gate to an unloading area and, after the Inland Carrier has removed any securing, unloading the Non-Containerized Cargo from the truck; or
 - (ii) picking up Non-Containerized Cargo that has been discharged from a rail car at a rail siding on or adjacent to the Property, moving the Non-Containerized Cargo through a Gate at the Property;and transporting the Non-Containerized Cargo to a Place of Rest;
- (b) once, transporting the Non-Containerized Cargo from the Place of Rest to the Vessel's side in the Berth Corridor.

41. MOVEMENT OF CARGO THROUGH A GATE AT THE PROPERTY

41.1 Gate charges are imposed each time any Cargo is brought onto or taken off of the Property. Gate charges are Charges that must be paid by the Customer.

42. DIRECT TRANSFER

42.1 Access to the Berth or Berth Corridor

42.1.1 The Company may, upon a written request received at least 5 days before the arrival of a Vessel, allow a truck or railcar to enter the Berth Corridor to receive or deliver Cargo for directly from or to a Vessel at a Berth. The costs incurred in doing so (for example, labour, equipment costs incurred as a result of any delay while doing so, including extra costs incurred with respect to other Vessels or Cargo) are Charges that must be paid by the Customer.

42.1.2 The Company may, upon a written request received at least 5 days before the arrival of the first Vessel, allow for Direct Transfer of Cargo from that Vessel to a second Vessel.

42.2 Direct Transfer Charges

42.2.1 The Company may impose the following charges for Direct Transfer, which are Charges must be paid by the Customer, as follows:

- (a) a charge for allowing a second Vessel access to Vessel at a Berth for the purpose of Direct Transfer;
- (b) a charge for allowing trucks or rail cars access to the Berth Corridor for the purpose of Direct Transfer;
- (c) a charge for allowing Cargo to move to or from a Vessel by Direct Transfer.

42.2.2 The Company may impose Charges

43. STORAGE PERIOD, FREE TIME, STORAGE CHARGES, DUMURRAGE, AND WAREHOUSING

43.1 Except as otherwise agreed to in writing by the Company, the Storage Period commences after the expiration of Free Time.

43.2 Except as otherwise agreed to in writing by the Company, Free Time is 48 hours.

43.3 The Company may, on such terms as it may be prepared to accept, agree to extend a Storage Period for part or all of any shipment of Cargo.

43.4 Cargo must be removed from the Property immediately upon the expiration of a Storage Period, but may be removed only if all Charges then owed by the Customer are paid in full.

43.5 The Company may impose Storage Charges, which are Charges that must be paid by the Customer.

43.6 The Company may require Storage Charges to be paid in advance, and may issue invoices for Storage Charge monthly or more frequently, which must be paid by the Customer.

43.7 Demurrage Charges begin to accrue immediately upon the expiration of a Storage Period, and are Charges that must be paid by the Customer.

44. RIGHT TO PILE, RE-PILE OR REMOVE CARGO

44.1 The Company may, upon any default of a Customer of its obligations to the Company or for any *bona fide* operational reason, by written notice to a Customer require it remove any Cargo at its expense prior to the expiration of a Storage Period.

44.2 Any Cargo remaining at the Property after expiration of a Storage Period, and Cargo shut out at clearance of a Vessel, may be piled or re-piled, transferred to other locations or

receptacles within the Property, delivered to a Customer, or removed by the Company to public or private warehouses, all at the expense and risk of the Customer. The costs incurred by the Company in doing so (for example, labour and equipment costs incurred in handling the Cargo or as a result of any delay while doing so, extra costs incurred with respect to other Cargo, third party charges) are Charges that must be paid by the Customer.

45. TERMINAL SERVICES - REFRIGERATED CONTAINERS

45.1 With the agreement of the Company given upon receipt of a written request from a Customer, the Company will provide electric outlets and power for a refrigerated Container and record temperature in accordance with the “Refrigerated Container Surcharges” provisions in the schedules to this Tariff.

46. DISTRIBUTION OF CARGO

46.1 Except as otherwise provided for in this Tariff, only a Customer, its Agent, or the Company may remove any Cargo from the Property. Only an Inland Carrier designated by the Customer as its Agent may remove any Cargo from the Property.

47. INLAND CARRIER ACCESS TO TERMINAL

47.1 Except by special agreement with FSD LP, access to the Property is available to Inland Carriers only during the normal operating hours. If after-hours access is provided, all costs (labour, equipment, etc.) incurred for doing so are Charges which must be paid the Customer.

48. INSPECTION AND ACKNOWLEDGEMENT OF RECEIPT OF GOODS FROM THE COMPANY

48.1 Every person must, immediately before removing any Cargo from the Property, must acknowledge to the Company in writing the receipt of the Cargo in good order and condition subject only to such damage or shortage as may be specified in writing on the written acknowledgement. All parties with any interest in the Cargo are deemed to have authorized and required any Agent who wishes to remove any Cargo to conduct such inspection and acknowledge receipt in accordance with this provision.

49. DELIVERY AND TRANSHIPMENT OF GOODS – DISTRESSED CARGO OR UNLOADED CARGO AT THE CUSTOMERS DIRECTION.

49.1 If any Cargo received at the Property for delivery to a Vessel is for any reason removed from the Property by any other means, the Charges payable with respect to that Cargo will be the amount payable for the services or use of the Property actually provided, or for delivery to a Vessel, whichever is the greater.

VIII FACILITATION OF INSPECTION SERVICES

50. INSPECTION BY CBSA, SECURITY AND OTHER AGENCIES

50.1 The Company may be requested or required by Governmental authorities, law enforcement and safety agencies (for example, Canadian Border Services Agency, the Canadian Food Inspection Agency, local and national police and military forces, fire departments) and may otherwise be required by law to make available, handle or remove Cargo, and the costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including extra costs incurred with respect to other Cargo) are Charges that must be paid by the Customer.

51. SECURITY SURCHARGE

51.1 The Company imposes security surcharges as particularized in the schedules to this Tariff. The security surcharges are Charges that must be paid by the Customer.

IX EXTRA SERVICES

52. SERVICES, MATERIALS, USE OF THE PROPERTY NOT OTHERWISE PROVIDED FOR IN THIS TARIFF

52.1 If, when requested by a Customer, the Company agrees to provide materials, services or the use of the Property not otherwise provided for in this Tariff, the Charges for doing so, including:

- (a) the cost of labour calculated in accordance with the Rate Schedules, including any applicable shift differentials and any premiums or other labour costs that may be payable;
- (b) the cost of any equipment used;
- (c) the cost of any materials provided; and
- (d) the cost incurred in using any third party service providers;

as calculated in accordance with the Rate Schedules or as expressly provided for elsewhere in this Tariff or, for anything not so provided, as agreed to, or calculated at a rate agreed to, by the Company, are Charges which the Customer must pay.

52.2 Except where they may be provided for specifically in this Tariff, for materials and for services for provided by third parties in the course of providing services or use of the Property, the Charges will be an amount equal to the actual cost incurred to obtain those services or materials, including any costs for delivery including but not limited to labour and material costs, plus 50%, which Charges must be paid by the Customer.

53. RAILWAY CARS – ADDITIONAL SERVICES

53.1 Blocking and bracing of railway cars must be specifically requested. Bracing or additional dunnage will be provided only upon written request of the Customer, the cost of which are Charges which the Customer must pay;

NOTE: The Company specifically relies upon the Customer to ensure the adequacy of stowage of Cargo on a railway car. The Company shall not in any circumstances be held liable for any damage to and accepts no responsibility whatsoever for damage to any Cargo loaded to a rail car.

X CARGO RELEASE AND THIRD PARTY BILLING SERVICES

54. CARGO RELEASE AND THIRD PARTY BILLING

54.1 As a service to, and for the convenience of, a Customer, the Company may in its sole, unfettered discretion accept or decline to accept:

- (a) a request (a “Release”) from a Customer to deal with any particular Cargo in accordance with the instructions of a third party;
- (b) a request (a “Third Party Billing Request”) to issue to a Third Party an invoice (“Third Party Invoice”) for amounts payable by a Customer with respect to any Cargo or with respect to any services or use of the Property provided.

54.2 In no case will:

- (a) the delivery of a Release by a Customer;
- (b) the agreement of the Company to deal with any Cargo in accordance with a Release;
- (c) dealing with any Cargo in accordance with a Release;
- (d) the agreement of the Company to issue a Third Party Invoice;
- (e) the issuance of a Third Party Invoice; or
- (f) the acceptance of payment by the Company of amounts tendered by third parties;

amount to a waiver of any rights or immunities available to the Company nor relieve a Customer from any of its obligations under this Tariff, including the obligation to pay all the amounts due, including those set out in Third Party Invoices.

XI PAYMENT FOR SERVICES, GENERAL LIEN, CESSATION OF SERVICES

55. CUSTOMER MUST PAY FOR SERVICES PROVIDED AND USE OF THE PROPERTY

55.1 The Customer must pay the Company all Charges for services provided by the Company and for use of the Property, as provided for in this Tariff and in the Rate Schedules included within or incorporated into it (as amended from time to time as herein provided), unless otherwise agreed to by the Company in writing, in Canadian funds, in accordance with the “**PAYMENT TERMS**” provisions set out below:

55.2 Except as otherwise provided for in this Tariff, the Charges payable for services provided and for use of the Property are at cost as determined by application of rates set out in **RATE SCHEDULE 1**.

55.3 For certainty, and without limiting the generality of the foregoing, the following are Charges that must be paid by the Customer to the Company:

- (a) all charges and surcharges particularized in the Rate Schedules;
- (b) all taxes that may be payable in respect of charges, surcharges, services provided or use of the Property;
- (c) all costs or Charges incurred in the course of, or as a result of, the performance by the Company of its rights and duties under this Tariff, including but not limited to labour standby, shift differential and pay rate premium charges that may be incurred:
 - (i) as a result of delays;
 - (ii) in continuing to provide services on consecutive shifts;
 - (iii) in securing sufficient labour in times of labour shortages;
 - (iv) on instructions given by, on behalf of, or on the authority of, the Customer or any carrier of any of the Cargo;
 - (v) to facilitate, or as a result of, compliance with legal requirements (including, for example, alarm and tailgate inspections by Transport Canada, CBSA, VACIS inspections, radiation portal inspections, re-handling or delays due to alarm response or evacuation, CFIA inspections or orders);
- (d) as agent for collection, Wharfage Fees, Berthage Fees, and any other amounts payable to the Port Authority in effect from time to time;
- (e) as agent for collection, amounts that become payable to the BCMEA from time to time as a result of services provided or use the Property.

56. SERVICES REQUIRING LABOUR FOR A MINIMUM TIME, ETC.

56.1 For certainty, but not so as to limit the obligation of the Customer to pay all Charges for services provided and for use of the Property, all labour costs incurred, including but not limited to even where a service is completed before expiration of the minimum time allowed under current collective agreements and awards, are Charges that must be paid by the Customer.

57. PAYMENT TERMS

57.1 All Charges for services provided and for use of the Property are due and payable by the Customer immediately, and must be paid in Canadian funds to the Company at:

c/o Fraser Surrey Docks Limited Partnership
11060 Elevator Road
Surrey, British Columbia
V3V 2R7
Canada

57.2 If a Customer fails to pay an invoiced amount within 7 days, interest shall accrue at a rate of 18.0% per annum, calculated and compounded daily, not in advance, from the 7th day after the date of the invoice until the date of payment.

57.3 No Right Of Deduction Or Set-Off

57.3.1 Notwithstanding any liability of the Company, Customers and any other persons who may become liable to the Company for services provided or for use the Property will not be entitled to any deduction from, reduction of, set-off against or waiver of any charges payable to the Company hereunder, all of which must be paid in full as and when due.

58. RIGHT TO CEASE PROVIDING SERVICES; GENERAL LIEN

58.1 If a Customer fails to comply with any of the payment terms stated herein, the Company shall be entitled to refuse to provide or continue to provide services or use of the Property to the Customer until all outstanding amounts are paid in full.

58.2 In addition to and not in substitution for any right in law to retain possession of any Cargo, the Company has a general lien on all Cargo brought to the Property by or on behalf of a Customer securing payment of any amounts due to either Company, the Port Authority or the BCMEA.

XIII RATE SCHEDULES

RATE SCHEDULE 1

LABOUR, EQUIPMENT, MATERIALS, THIRD PARTY SERVICES

<i>TARIFF REFERENCE</i>	<i>SERVICE</i>	<i>RATE</i>
51.1(a) 51.1(a)	Labour unionized personnel	rate = sum of the straight time rate plus applicable Shift Differentials and applicable Shift Extensions and Meal Hour Penalty Differentials, as calculated in accordance with the Unionized Labour Rate Tables shown in Appendix A to this Rate Schedule 1
51.1(a)	management personnel	\$195 per hour
51.1(b) 51.1(b)	Equipment Equipment	the rate as calculated in accordance with the Equipment Rate Table shown in Appendix B to this Rate Schedule 1
51.1(c) 51.1(c)	Materials all materials	actual purchase price plus 50%
51.1(d)	Third Party Services Services provided by third parties	actual cost plus 50%

APPENDIX A TO RATE SCHEDULE 1

UNIONIZED LABOUR RATE CALCULATION TABLES

Table 1.A.1: Straight Time and Shift Differentials

	Straight Time		Shift Differential				
	A	B	C	D	E	F	G
Head Foreman	129.84	149.32	27.12	29.13	57.83	62.20	102.03
Foreman	127.31	146.26	25.85	27.88	55.33	59.71	99.50
Longshoreman #1	83.25	95.74	19.24	20.73	41.17	44.44	74.06
Longshoreman #2	82.00	94.30	19.24	20.73	41.17	44.44	74.06
Longshoreman #3	81.42	93.63	19.24	20.73	41.17	44.44	74.06
Longshoreman #4	81.17	93.35	19.24	20.73	41.17	44.44	74.06
Longshoreman - Basic	80.33	92.38	19.24	20.73	41.17	44.44	74.06

Legend for Table 1.A.1

Rate Categories

- A = Delay rates
- B = Extra labour – Cost plus (i.e., normal charge-out rate) gear delays
- C = Mon. – Fri. 1630-0100
- D = Sat. 0800-1630
- E = Mon. – Fri. 0100-0800
- F = Sat. 0100-0800, 1630-0100; Sunday all shifts
- G = General holidays, all shifts

Longshoreman Categories

- #1 = Tradesman (certified)
- #2 = Dock gantry driver, locomotive engineer, straddle carrier operator, bulk operator, ship gantry driver, winch driver, hatch tender, grains specialty, CFS operations man, Re-load operations man, top pick driver, side handler driver, reach stacker driver
- #3 = Switchman, paper man, ship and dock mobile equipment operator (other than defined in #2 and #4), lead hand, tradesman (uncertified), gear man/locker man, trackman, head checker, bulk operator
- #4 = Grain machine man, side runner, lift truck operator (14,000 lb./6,350 kg and under), checker, truck driver (air brake certificate), trades servicemen, unitizer operator, first aid attendant

Table 1.A.2: Shift Extensions and Meal Hour Penalty Differentials (\$'s)

	A	B	C	D	E	F	G	H
Head Foreman	51.03	102.03	91.69	94.70	137.76	144.35	160.28	204.04
Foreman	49.76	99.50	88.55	91.56	132.74	139.32	155.26	199.03
Longshoreman	37.03	74.06	65.88	68.14	98.80	103.71	115.23	148.13

Legend for Table 1.A.2

Shift Categories

A =	Monday - Friday day shift	meal 1/2 hr. & 1 hr. shift extn.
B =	Monday - Friday day shift	3 hr. min. - 4 hr. max. shift extn.
C =	Monday - Friday night shift	meal 1/2 hr. & all shift extns.
D =	Saturday - day shift	meal 1/2 hr. & 1 hr. shift extn.
E =	Monday - Friday graveyard shift	meal 1/2 hr. & all shift extns.
F =	Saturday - night & graveyard shifts, and Sunday all shifts	meal 1/2 hr. & 1 hr. shift extn.
G =	Saturday - day shift	3 hr. min. - 4 hr. max shift extn.
H =	Holiday** all shifts	meal 1/2 hr. & all shift extns.
	dayshift:	0800 - 1630
	nightshift:	1630 - 0100
	graveyard shift:	0100 - 0800

****holidays are those identified in the applicable collective agreements with unionized labour**

APPENDIX B TO RATE SCHEDULE 1

Table 1.B.1: Equipment Rate Table

Lift Trucks

	<u>Rate Per Hour</u>
A. lift truck under 3629 kg capacity	\$195.00
B. lift truck 3629 Kg and under 4536 kg capacity	\$215.00
C. lift truck 4536 Kg and under 7258 kg capacity	\$270.00
D. lift truck 7258 Kg to 9975 kg capacity	\$305.00
E. lift truck 9975 Kg to 13750 kg	\$410.00
F. lift truck over 13750 kg, top pick, reach stacker	By Request

Gantry Cranes

	<u>Rate Per Hour</u>
Paceco model	By special arrangement
Hanjung model	\$1,690.00
Doosan model	\$1,690.00

Notes:

1. rates are for use of equipment on the Property and are exclusive of any labour costs. Rental of equipment is by special arrangement only.
2. 8 hour minimum

RATE SCHEDULE 2

SPECIAL HANDLING, SECURITY SURCHARGES, SERVICES NOT OTHERWISE PROVIDED FOR IN THE TARIFF

<i>TARIFF REFERENCE</i>	<i>SERVICE</i>	<i>RATE</i>
22 22.1, 22.2	Special Handling special handling	At cost calculated in accordance with RATE SCHEDULE 1
50	Security Surcharges	
50.1	security surcharge – containers, per teu	\$6.95
50.1	security surcharge – steel, per metric tonne	\$0.70
50.1	security surcharge – lumber, per mfbm	\$0.70
50.1	security surcharge – logs, per mfbm scribner	\$0.70
50.1	security surcharge – all other cargo, per unit (the applicable “unit” is the unit of measure by which the rates for stevedoring and terminal services of that type of cargo are conventionally quoted for and invoiced by the Company (metric tonne, cubic metre, Mfbm, or Mfbm scribner)	\$0.70
51	Extra Services	
51.1	Services and use of the Property, the Charges for which are not otherwise provided for in the Tariff	At cost calculated in accordance with RATE SCHEDULE 1
51.2	Handling/storage of high value cargo will have risk based premiums applied	
52	Fuel Surcharge	
52.1	Assessed per container. Surcharge to be reviewed based on average price from previous quarter and impact will be assessed through the next quarter. Fuel prices will be measured based on details found on the Canadian Government's website for the province of British Columbia	
	53 CBSA Inspection Administrative Fee	
	53.1 Assessed per container for all CBSA inspections of containers requiring movement within the dock or exiting the terminal	
	Per container	\$ 275.00

RATE SCHEDULE 3

VESSEL SERVICES

<i>TARIFF REFERENCE</i>	<i>SERVICE</i>	<i>RATE*</i>
29	Additional Vessel Services	
29.2	<i>Vessel Lines</i>	
	8:00 a.m. to 4:30 p.m. Monday to Friday inclusive	
29.2.1	tie up	\$ 1933.00
29.2.1	let go	\$ 1291.00
29.2.1	4:30 p.m. to 1:00 a.m. Monday to Friday inclusive	
29.2.1	tie up	\$ 2395.00
29.2.1	let go	\$ 1598.00
29.2.1	1:00 a.m. to 8:00 a.m. Monday to Friday inclusive	
	tie up	\$ 2921.00
	let go	\$ 1949.00
	Saturday- 8:00 a.m. to 4:30 p.m.	
	tie up	\$ 2431.00
	let go	\$ 1622.00
	Saturday-1:00 a.m. to 8:00 a.m., 4:30 p.m. to 1:00 a.m., & Sunday All Shifts	
	tie up	\$ 3000.00
	let go	\$ 2002.00
	holidays**, all shifts	
	tie up	\$ 3711.00
	let go	\$ 2476.00
	*charges for Vessel line services are computed on a four (4) hour basis. Should any line call go beyond a four (4) hour call, such time in excess of four (4) hours will be charged on the basis of 25% of the above charge for each excess hour or part thereof. When more than one Vessel is tied up or let go by the same gang within the same four (4) hour period, a thirty (30) percent reduction will be allowed to each Vessel.	
	**holidays are those identified in the applicable collective agreements with unionized labour	
29.3	<i>Gangway</i>	
29.3.1	attach and detach of gangway to vessel	\$ 315.00
	Rental of gangway, by day or part thereof	\$ 225.00
29.4	<i>Access to Berth and Berth Corridor for Third Party Service Providers</i>	
29.4.1	Labour, Equipment and Materials as may be required	At cost calculated in accordance with RATE SCHEDULE 1
29.5	<i>Water</i>	
29.5.1	connection and disconnection of 100 foot water hose to vessel	\$ 185.00
	each additional 50 foot section of water hose	\$ 45.00
	charge for per tonne of water delivered to Vessel by hose minimum charge: 100 tonnes	\$ 7.05

30	Berthage Fees and Wharfage Fees	
30.1	Berthage Fees	As imposed by the Port Authority – see Appendix A to this Rate Schedule for the Berthage Fees imposed by the Port Authority as at the date of publication of this Rate Schedule
30.1	Wharfage Fees	As imposed by the Port Authority - see Appendix B to this Rate Schedule for the Wharfage Fees imposed by the Port Authority as at the date of publication of this Rate Schedule
31	BCMEA Cargo Assessments	
31.1	BCMEA Cargo Assessments	As imposed by the BCMEA from time to time.

APPENDIX A TO RATE SCHEDULE 3

Berthage Fees – as of the date of Publication of Rate Schedule 3

NOTE: AS AT THE DATE OF PUBLICATION OF THIS RATE SCHEDULE, the Berthage Fees imposed by the Port Authority were determined as set out below. **The Berthage Fees may be different at the date of service – Customers should confirm the Fees with the Port Authority.**

Berthage is payable for the period of time commencing when the first line of the vessel is made fast and shall terminate when the last line of the vessel is cast off except when a vessel is ready for departure and must remain at berth to await a rising tide, in which case the berthage period shall end when the vessel is ready for departure and the vessel informs the Port Authority or the terminal operator of this fact.

- | | | |
|------|---|---|
| 30.1 | During working periods as defined in the collective agreement between the International Longshoremen's and Warehousemen's Union (ILWU) and the British Columbia Maritime Employers Association. | \$0.465 for each hour or part thereof, per metre of LOA. Minimum charge – 8 hours or \$341.92 whichever is greater. |
| 30.1 | During non-working periods as defined in the collective agreement between the International Longshoremen's and Warehousemen's Union (ILWU) and the British Columbia Maritime Employers Association.

The non-working periods are presently Labour Day, noon Christmas Eve to Midnight Christmas Day and noon New Year's Eve to Midnight New Year's Day. | \$0.17 for each hour or part thereof, per meter of LOA. Minimum charge – 8 hours or \$341.92, whichever is greater. |

APPENDIX B TO RATE SCHEDULE 3

Wharfage Fees

NOTE: AS AT THE DATE OF PUBLICATION OF THIS RATE SCHEDULE, the Wharfage Fees imposed by the Port Authority were determined as set out below. **The Wharfage Fees may be different at the date of service – Customers should confirm the Fees with the Port Authority.**

<i>CARGO</i>	<i>RATE</i>
Containerized Cargo	
<i>Laden Inbound (import)</i>	
January 1, 2018	\$ 20.51 per TEU
<i>Laden Outbound (export)</i>	
January 1, 2018	\$ 14.81 per TEU
Non-Containerized Cargo	
metal ingots and steel products	\$ 1.25 per MT
Lumber	\$ 1.43 per Mfbm
Logs	\$ 3.42 per Mfbm scribner
Woodpulp	\$ 1.25 per MT
Dry: Bulk	\$ 0.64 per MT
Cargo not Otherwise Specified	
cargo not otherwise specified	\$ 1.25 per MT

Notes:

Wharfage shall be assessed once only during the transit of cargo and containers through the Port, except when cargo and containers are removed from and later reshipped over Port Authority property or are altered in form or composition while remaining on Port Authority property, in which case wharfage shall be assessed on both the inbound and outbound transit of the cargo and containers.

In the case of transshipment cargo and laden containers, wharfage shall be assessed once only at the applicable export rate.

When cargo or containers are transferred overside on the offshore side of a vessel from vessel to vessel, unloaded overside from vessel directly to the water or loaded from the water directly to a vessel, the wharfage fee on these containers and cargo shall be reduced by 50%.

Wharfage shall not be imposed on ship's stores and bunker fuel which is used by a vessel nor shall wharfage be imposed on passengers, repair materials and ballast used solely by a vessel or on empty containers except when carried as chargeable freight by a vessel.

Laden inbound (import) high cube containers: In the case of laden inbound (import) high cube containers, a 10% surcharge shall be added to the container wharfage charge set forth in Item 4041.

Wharfage charges for laden containers are payable by the owner of the vessel. All other wharfage charges are payable by the owner of the cargo.

RATE SCHEDULE 4

GENERAL STEVEDORING AND TERMINAL SERVICES

<i>TARIFF REFERENCE</i>	<i>SERVICE</i>	<i>RATE</i>
	Services and use of Property not Otherwise Provided For	
	All stevedoring and terminal services and all use of the Property not provided for expressly in Rate Schedules	At cost calculated in accordance with RATE SCHEDULE 1
36	Transhipment	
36.1.1, 36.2.1	Transhipment of any Cargo	At cost calculated in accordance with RATE SCHEDULE 1
38	Removal of Cargo from the Berth Corridor	
38.2	Removal of Cargo from Berth Corridor	At cost calculated in accordance with RATE SCHEDULE 1
40	Gate Charges	
40.1	Gate charge – Non-Containerized Cargo carried by truck – each time a truck passes through a gate of the Property	\$ 100.00
40.1	Gate charge – Non-Containerized Cargo carried by railcar and Cargo being carried to or from a rail siding – each time a conveyance passes through a gate of the Property	\$ 100.00
41	Direct Transfer	
	<i>Access for a truck, railcar, or another Vessel</i>	
41.2.1 (b)	access for a truck or a railcar to Berth Corridor to receive or deliver Cargo by Direct Transfer	At cost calculated in accordance with RATE SCHEDULE 1
41.2.1(a)	access for a second Vessel to a Vessel at a Berth to allow for Direct Transfer	At cost calculated in accordance with RATE SCHEDULE 1
	<i>Charges for Cargo received or delivered by Direct Transfer</i>	
41.2.1 (c)	Direct Transfer Charges on Cargo received or delivered by Direct Transfer	As set out in Appendix A to this Rate Schedule 4

42	Storage Charges, Demurrage	
42.5	Container Storage Charge – per TEU per calendar day or part thereof	\$130.00
42.7	Container Demurrage – per TEU per calendar day or part thereof	\$290.00
42.5, 42.7	Non-Containerized Cargo – Storage Charges and Demurrage	By arrangements, and subject to space availability

APPENDIX A TO RATE SCHEDULE 4

Direct Transfer Charges on Cargo

Cargo Type	Vessel – Vessel	Vessel – flatbed truck	Vessel – van style truck	Vessel – rail siding
Containers (per Container)	at cost*	\$1,285.00	N/A	N/A
lumber (per Mfbm)	\$6.35	N/A	N/A	N/A
logs (per Mfbm scribner)	\$3.85	N/A	N/A	N/A
Steel (per MT)	\$10.70	\$1,285.00 min. per truck- \$ 33.95 per MT	\$1,285.00 min. per truck- \$ 33.95 per MT	\$1,285.00 min. per truck- \$ 33.95 per MT
All other Non-Containerized Cargo (per MT)	\$20.95	\$1,285.00 min. per truck- \$ 33.95 per MT	\$1,285.00 min. per truck- \$ 33.95 per MT	\$1,285.00 min. per truck- \$ 33.95 per MT

*cost calculated in accordance with Rate Schedule 1

RATE SCHEDULE 5

STEVEDORING SERVICES - CONTAINERS

<i>TARIFF REFERENCE</i>	<i>SERVICE</i>	<i>RATE</i>
33	Cell-to-Cell, Cell-Dock-Cell	
33.1	Cell-to-Cell	At cost calculated in accordance with RATE SCHEDULE 1
33.1	Cell-Dock-Cell	At cost calculated in accordance with RATE SCHEDULE 1
34	Standard Stevedoring Services – Containers	
34.1	Standard Stevedoring Services – discharge of a Container	At cost calculated in accordance with RATE SCHEDULE 1
34.2	Standard Stevedoring Services – loading of a Container	At cost calculated in accordance with RATE SCHEDULE 1
37	Direct Transfer	
37.1	Direct Transfer of a Container	At cost calculated in accordance with RATE SCHEDULE 1

RATE SCHEDULE 6

TERMINAL SERVICES - CONTAINERS

TARIFF REFERENCE	SERVICE	RATE
39	Terminal Throughput Services	
39.2	<i>Terminal Throughput Services – Containers for Import</i>	
39.2.1(c)(i)	Terminal Throughput Services – Containers for Import - to truck	\$ 485.00 per Container
39.2.1(c)(ii)	Terminal Throughput Services – Containers for Import - to rail siding	\$ 605.00 per Container
39.3	<i>Terminal Throughput Services – Containers for Export</i>	
39.3.1(a)(i)	Terminal Throughput Services – Containers for Export – from truck	\$ 485.00 per Container
39.2.1(a)(ii)	Terminal Throughput Services – Containers for Import – from rail siding	\$ 605.00 per Container
40	Gate Charges*	
40.1	Gate charge, including the processing of documentation at the gate of the Property	\$ 120.00 per Container
41	Container Re-Handles	
41.1	A yard re-handling charge shall be applied for each movement of a container or each movement of other containers to access a specific container, which are not included under the definition of a gate charge.	\$ 120.00 per Container
44	Terminal Services – Refrigerated Containers	
44.1	refrigerated Container services	As set out in the table in Appendix A to this Rate Schedule 6
	Over Height Surcharge	By Arrangement

APPENDIX A TO RATE SCHEDULE 6

Refrigerated Container Surcharges

Service	Rate
plugging in refrigerator Container – each time performed	\$ 39.75
unplugging refrigerated Container – each time performed	\$ 39.75
temperature gauge monitoring (twice per day shift)	\$ 25.65 per day shift
electric power for refrigerated Container	\$ 25.65*
receive and attach clip on unit - each time performed	\$ 98.50
receive and attach LPG tank - each time performed	\$ 155.40
sweep container - 20 foot - each time performed	\$ 86.05
sweep container - 40 foot - each time performed	\$ 155.40
power wash container - 20 foot - each time performed	\$ 115.35
power wash container - 40 foot - each time performed	\$ 223.45
remove or apply a placard – each time performed	\$ 70.85

***Per Container per Day
Fuel of Gensets by Arrangement**

RATE SCHEDULE 7

STEVEDORING – NON-CONTAINERIZED CARGO

<i>TARIFF REFERENCE</i>	<i>SERVICE</i>	<i>RATE</i>
35	Standard Stevedoring Services -	
35.1	Standard Stevedoring Services – discharge of Non-containerized Cargo from a Vessel	At cost calculated in accordance with RATE SCHEDULE 1
35.2	Standard Stevedoring Services – loading of Non-containerized Cargo to a Vessel	At cost calculated in accordance with RATE SCHEDULE 1

RATE SCHEDULE 8

**TERMINAL THROUGHPUT SERVICES
 VARIOUS STEEL CARGOES**

TARIFF REFERENCE	SERVICE	RATE
<i>steel plate</i>		
39.4	<i>Terminal Throughput Services – steel plate for import</i>	
39.4.1(e)(i)	to truck	\$ 49.45 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 52.20 per metric ton
39.5	<i>Terminal Throughput Services – steel plate for export</i>	
39.5.1(a)(i)	from truck	\$ 49.45 per metric ton
39.5.1(a)(ii)	from rail siding	\$ 52.20 per metric ton
39.4	<i>Terminal Throughput Services – steel sheet in envelopes for import</i>	
39.4.1(e)(i)	to truck	\$ 50.50 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 53.35 per metric ton
39.5	<i>Terminal Throughput Services – steel sheet in envelopes for export</i>	
39.5.1(a)(i)	from truck	\$ 50.50 per metric ton
39.5.1(a)(ii)	from rail siding	\$ 53.35 per metric ton
<i>hot rolled coil</i>		
39.4	<i>Terminal Throughput Services – hot rolled coil for import</i>	
39.4.1(e)(i)	to truck	\$ 37.35 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 40.70 per metric ton
39.5	<i>Terminal Throughput Services – hot rolled coil for export</i>	
39.3.1(a)(i)	from truck	\$ 37.35 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 40.70 per metric ton
<i>wire rod in coil</i>		
39.4	<i>Terminal Throughput Services – wire rod in coil for import</i>	
39.4.1(e)(i)	to truck	\$ 42.85 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 46.40 per metric ton
39.5	<i>Terminal Throughput Services – wire rod in coil for export</i>	
39.3.1(a)(i)	from truck	\$ 42.85 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 45.30 per metric ton
<i>galvanized steel coil</i>		
39.4	<i>Terminal Throughput Services – galvanized steel coil for import</i>	
39.4.1(e)(i)	to truck	\$ 40.70 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 44.10 per metric ton
39.5	<i>Terminal Throughput Services – galvanized steel coil for export</i>	
39.3.1(a)(i)	from truck	\$ 40.70 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 44.10 per metric ton
<i>eye up galvanized steel coil</i>		
39.4	<i>Terminal Throughput Services – eye up galvanized steel coil for import</i>	
39.4.1(e)(i)	to truck	\$ 46.25 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 50.00 per metric ton
39.5	<i>Terminal Throughput Services – eye up galvanized steel coil for export</i>	
39.3.1(a)(i)	from truck	\$ 46.25 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 50.00 per metric ton

wide flange beam - bundled rail		
39.4	<i>Terminal Throughput Services – wide flange beam - bundled rail for import</i>	
39.4.1(e)(i)	to truck	By arrangements only
39.4.1(e)(ii)	to rail siding	By arrangements only
39.5	<i>Terminal Throughput Services – wide flange beam - bundled rail for export</i>	
39.3.1(a)(i)	from truck	By arrangements only
39.2.1(a)(ii)	from rail siding	By arrangements only
steel rail – loose		
39.4	<i>Terminal Throughput Services – steel rail - loose for import</i>	
39.4.1(e)(i)	to truck	\$ 69.40 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 72.75 per metric ton
39.5	<i>Terminal Throughput Services – steel rail – loose for export</i>	
39.3.1(a)(i)	from truck	\$ 69.40 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 72.75 per metric ton
steel bars-bundled		
39.4	<i>Terminal Throughput Services – steel bars-bundled and loose for import</i>	
39.4.1(e)(i)	to truck	\$ 51.45 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 54.95 per metric ton
39.5	<i>Terminal Throughput Services – steel bars-bundled for export</i>	
39.3.1(a)(i)	from truck	\$ 51.45 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 54.95 per metric ton
line pipe- bundled		
39.4	<i>Terminal Throughput Services – line pipe- bundled for import</i>	
39.4.1(e)(i)	to truck	\$ 47.50 per metric ton
39.4.1(e)(ii)	to rail siding	At cost calculated in accordance with RATE SCHEDULE 1
39.5	<i>Terminal Throughput Services – line pipe- bundled for export</i>	
39.3.1(a)(i)	from truck	\$ 47.50 per metric ton
39.2.1(a)(ii)	from rail siding	At cost calculated in accordance with RATE SCHEDULE 1
line pipe- loose		
39.4	<i>Terminal Throughput Service – line pipe- loose for import</i>	
39.4.1(e)(i)	to truck	\$ 55.25 per metric ton
39.4.1(e)(ii)	to rail siding	At cost calculated in accordance with RATE SCHEDULE 1
39.5	<i>Terminal Throughput Services – line pipe- loose for export</i>	
39.3.1(a)(i)	from truck	\$ 55.25 per metric ton
39.2.1(a)(ii)	from rail siding	\$ At cost calculated in accordance with RATE SCHEDULE 1
pipe less than .125 " wall thickness – for import		
39.4	<i>Terminal Throughput Services – pipe less than .125 " wall thickness – import</i>	
39.4.1(e)(i)	to truck	\$ 85.65 per metric ton
39.4.1(e)(ii)	to rail siding	At cost calculated in accordance with RATE SCHEDULE 1
39.5	<i>Terminal Throughput Services – pipe less than .125 " wall thickness – export</i>	
39.3.1(a)(i)	from truck	\$ 85.65 per metric ton
39.2.1(a)(ii)	from rail siding	At cost calculated in accordance with RATE SCHEDULE 1

<i>steel tubing – loose</i>		
<i>39.4</i>	<i>Terminal Throughput Services – steel tubing- loose for import</i>	
39.4.1(e)(i)	to truck	\$ 61.95 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 65.80 per metric ton
<i>39.5</i>	<i>Terminal Throughput Services – steel tubing- loose for export</i>	
39.3.1(a)(i)	from truck	\$ 61.95 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 65.80 per metric ton
<i>steel tubing – bundled</i>		
<i>39.4</i>	<i>Terminal Throughput Services – steel tubing-bundled for import</i>	
39.4.1(e)(i)	to truck	\$ 48.65 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 52.40 per metric ton
<i>39.5</i>	<i>Terminal Throughput Services – steel tubing- bundled for export</i>	
39.3.1(a)(i)	from truck	\$ 48.65 per metric ton
39.2.1(a)(ii)	from rail siding	\$ 52.40 per metric ton
<i>N.O.S. Steel</i>		
<i>39.6</i>	<i>Terminal Throughput Services – for import</i>	
39.6.1(e)(i)	to truck	\$ 68.25 per metric ton
39.6.1(e)(ii)	to rail siding	By arrangement
<i>39.6</i>	<i>Terminal Throughput Service – loose for export</i>	
39.6.1(a)(i)	from truck	\$ 68.25 per metric ton
39.6.1(a)(ii)	from rail siding	By arrangement

Note: Minimum charge per ocean bill of lading \$ 470.00 per bill of lading

RATE SCHEDULE 9

**TERMINAL SERVICES
 VARIOUS NON-STEEL CARGOES**

TARIFF REFERENCE	SERVICE	RATE
<i>unitized panel boards – oriented strandboard</i>		
39.4	<i>Terminal Throughput Services – unitized panel boards – oriented strandboard for import</i>	
39.4.1(e)(i)	to truck – flatbed	\$ 39.80 per metric ton
39.4.1(e)(i)	to truck – van	\$ 40.90 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 42.85 per metric ton
39.5	<i>Terminal Throughput Services – unitized panel boards – oriented strandboard for export</i>	
39.5.1(a)(i)	from truck – flatbed	\$ 39.80 per metric ton
39.5.1(a)(i)	from truck – van	\$ 40.90 per metric ton
39.5.1(a)(ii)	from rail siding	\$ 42.85 per metric ton
<i>unitized panel boards – plywood</i>		
39.4	<i>Terminal Throughput Services – unitized panel boards – plywood for import</i>	
39.4.1(e)(i)	to truck – flatbed	\$ 44.95 per metric ton
39.4.1(e)(i)	to truck – van	\$ 47.15 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 48.25 per metric ton
39.5	<i>Terminal Throughput Services – unitized panel boards – plywood for export</i>	
39.5.1(a)(i)	from truck – flatbed	\$ 44.95 per metric ton
39.5.1(a)(i)	from truck – van	\$ 47.15 per metric ton
39.5.1(a)(ii)	from rail siding	\$ 48.25 per metric ton
<i>unitized panel boards – veneer</i>		
39.4	<i>Terminal Throughput Services – unitized panel boards – veneer for import</i>	
39.4.1(e)(i)	to truck – flatbed	\$ 57.75 per metric ton
39.4.1(e)(i)	to truck – van	\$ 61.05 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 62.15 per metric ton
39.5	<i>Terminal Throughput Services – unitized panel boards – veneer for export</i>	
39.5.1(a)(i)	from truck – flatbed	\$ 57.75 per metric ton
39.5.1(a)(i)	from truck – van	\$ 61.05 per metric ton
39.5.1(a)(ii)	from rail siding	\$ 62.15 per metric ton
<i>unitized panel boards – medium density fibreboard</i>		
39.4	<i>Terminal Throughput Services – unitized panel boards - medium density fibreboard for import</i>	
39.4.1(e)(i)	to truck – flatbed	\$ 35.20 per metric ton
39.4.1(e)(i)	to truck – van	\$ 38.50 per metric ton
39.4.1(e)(ii)	to rail siding	\$ 42.80 per metric ton
39.5	<i>Terminal Throughput Services – unitized panel boards - medium density fibreboard for export</i>	
39.5.1(a)(i)	from truck – flatbed	\$ 35.20 per metric ton
39.5.1(a)(i)	from truck – van	\$ 38.50 per metric ton
39.5.1(a)(ii)	from rail siding	\$ 42.80 per metric ton

<i>packaged lumber</i>		
39.4	<i>Terminal Throughput Services – packaged lumber (stickered)* for import</i>	
39.4.1(e)(i)	to truck – flat bed	\$ 38.40 per Mfbm
39.4.1(e)(i)	to truck – van	\$ 42.25 per Mfbm
39.4.1(e)(ii)	to rail siding	\$ 44.40 per Mfbm
39.5	<i>Terminal Throughput Services – packaged lumber (stickered)* for export</i>	
39.5.1(a)(i)	from truck – flat bed	\$ 38.40 per Mfbm
39.5.1(a)(i)	from truck – van	\$ 42.25 per Mfbm
39.5.1(a)(ii)	from rail siding	\$ 44.40 per Mfbm
*for non-stickered packages, add \$2.60 per mfbm		
51	Extra Services – packaged lumber	
51.1	shifting without sorting	\$ 13.45 per Mfbm minimum charge \$220.00
51.1	wrapping (including material)	\$ 20.05 per Mfbm minimum charge \$220.00
51.1	undercover protection	\$ 14.60 per Mfbm minimum charge \$220.00
51.1	stenciling (with stencil supplied by Customer)	\$ 11.75 per Mfbm minimum charge \$220.00
51.1	lot marking	\$ 7.25 per Mfbm minimum charge \$220.00