

Marine Terminal Schedule No. 011408

NAMING RULES, REGULATIONS AND COMMODITY RATES ON CARGO MOVING IN CONTAINERS/BREAKBULK

Effective Date: March 5, 2012

This schedule is issued by the New York Terminal Conference, hereafter referred to as “NYTC” under authority of the Federal Maritime Commission Agreement No.008005-009 and supersedes all previously issued schedules.

The schedule shall be applicable at any terminal facility within the Port of Greater New York and New Jersey and vicinity in which Participating Members of the New York Terminal Conference operates.

PARTICIPATING TERMINAL OPERATORS:

Red Hook Container Terminal, LLC.....(RHCT) 138 Marsh Street Port Newark, N.J. 07114	Port Newark Container Terminal.....(PNCT) 241 Calcutta Street Port Newark, N.J. 07114
Global Terminal & Container Services, LLC...(GTCS) 302 Port Jersey Blvd. Jersey City, N.J. 07305	Universal Maritime Service Corp.....(UMS) 5080 McLester Street Port Elizabeth, N.J. 07207 cc: APM Terminals North America 1000 APM Terminals Blvd. Portsmouth, VA 23703
New York Container Terminal, LLC.....(NYCT) 300 Western Avenue Staten Island, N.Y. 10303	

SYSTEM USED AND TELEPHONE NUMBERS:

<u>Terminals</u>	<u>Operator</u>	<u>Phone</u>	<u>Type System</u>
Brooklyn: Red Hook Container Terminal	(RHCT)	718-875-0777	Combination
Port Newark: Berths 2, 4, 6	(RHCT)	973-522-0999	Combination
Berths 51, 53, 55, 57, 59, 61	(PNCT)	973-522-2200	Combination
Port Elizabeth: Berths 88, 90, 92, 94, 96, 98	(UMS)	908-558-6000	Combination
Jersey City: Global Terminal	(GTCS)	201-451-5200	Combination
Staten Island: Howland Hook	(NYCT)	718-568-1801	Combination

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New York Terminal Conference
P.O. Box 875
Chatham, N.J. 07928
Phone: 908-233-6974
Fax: 908-233-5763
www.newytc.com

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SECTION I

RULES AND REGULATIONS **SYMBOLS AND DEFINITIONS**

DEFINITIONS:

1. **CONTAINER** – Refers to any fully enclosed, reusable freight container of rectangular configuration, used for the repeated shipping of a number of smaller packages or bulk material. Said container may be collapsible, rigid or mobile; however, it must be susceptible to being handled in transit as a unit, and must meet ISO standards.
2. **HEAVY LIFT** – Refers only to single packages weighing 10,001 lbs. or more; provided, however, that individual airplanes, boats, containers and metals shall not be deemed heavy lifts.
3. **INTACT CONTAINER** – A reusable non-disposable shipping container for intact movement requiring no stripping or stuffing of contents by the NYTC.
4. **OPEN FLAT BED TRUCK (OFBT)** – Refers to a truck having no sides and tailgate, as well as to one from which the sides and tailgate have been removed by the truck driver prior to loading and/or unloading operations.
5. **OTHER TRUCK** – Refers to closed top or rack-open top truck (unless racks are removed by driver, prior to receiving service).
6. **PACKAGE** – Shall also include pieces, unpackaged customary freight units and all articles of any description except goods shipped in bulk.
7. **PIER CONTAINER** – A reusable, non-disposable shipping container requiring stripping or stuffing of contents by NYTC or other agreed third party.
8. **SKIDDED PRE-UNITIZED AND PALLETIZED CARGO** – Refers to packages mounted on a prepared platform (and, in the case of pre-unitized cargo, strapped together) in such a way as to form a single unit, which may be handled at the terminal facility by a 5-ton forklift. To be acceptable, the platforms must be made of wood, plastic, paper or metal, and shall rest on, and be fastened to, runners of steel or wood, with openings wide enough to permit free access of forklift blades and so spaced as to provide a balanced load when lifted. In addition, the dimensions of the total unit (i.e. platform with packages) shall not exceed 48 inches in width, 60 inches in length and 84 inches in height.
9. **TEMPERATURE CONTROLLED CARGO** – Refers to cargo that must be maintained at a specific temperature or range of temperatures.

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- 10. TERMINAL FACILITY** – One or more structures comprising a terminal unit and including, but not limited to, wharves, warehouses, covered and/or open storage space, cold storage plants, grain elevators, and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers. Terminal Operator refers to NYTC.
- 11. THE PORT OF GREATER NEW YORK AND NEW JERSEY AND VICINITY** – All of the geographical areas designated in “The Port of New York District” map issued by the Port Authority of New York and New Jersey.
- 12. TON** – Refers to a net ton of 2,000 pounds.

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RULES AND REGULATIONS
STRAIGHT TIME RATES AND OVERTIME CHARGES

The rates provided hereinafter are for work performed during the hours from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m., Monday to Friday, inclusive. All ILA holidays specified in the collective bargaining agreement are in effect in the Port of New York governing the employment of longshore labor being excepted.

Services performed by NYTC for the convenience of the carrier, shipper or consignee outside the aforementioned hours and services performed on Saturdays, Sundays and ILA holidays specified in the collective bargaining agreement in effect in the Port of New York governing the employment of longshore labor, shall be subject to a surcharge on the applicable rate.

RULES AND REGULATIONS
I.L.A. HOLIDAYS

The following are the I.L.A. Holidays for the period 10/1/2011 – 09/30/2012:

<u>Holiday</u>	<u>Date Holiday Observed</u>
1. Columbus Day	Monday, October 10, 2011
2. Election Day	Tuesday, November 8, 2011
3. Veterans Day	Friday, November 11, 2011
4. Thanksgiving Day	Thursday, November 24, 2011
5. Christmas Eve	Saturday, December 24, 2011
6. Christmas Day	Sunday, December 25, 2011
7. New Year's Eve	Saturday, December 31, 2011
8. New Year's Day	Sunday, January 1, 2012
9. Martin Luther King's Birthday	Monday, January 16, 2012
10. Lincoln's Birthday	Sunday, February 12, 2012
11. President's Day	Monday, February 20, 2012
12. Gleason's Birthday	Saturday, March 17, 2012
13. Good Friday	Friday, April 6, 2012
14. Memorial Day	Monday, May 28, 2012
15. Independence Day	Wednesday, July 4, 2012
16. Labor Day	Monday, September 3, 2012

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RULES AND REGULATIONS
LIABILITY

LIMITATION OF LIABILITY – “Liability for loss or damage to cargo resulting from our failure to exercise due and proper care in performing the services provided for herein, incurred during the handling, loading, unloading, receipt, delivery, or storage of such cargo on the terminal at any time, including applicable free time, shall not exceed \$500.00 (US) per package or customary freight unit, unless the value of the cargo has been declared and other arrangements made with NYTC prior to its taking custody of, or assuming responsibility for the cargo.”

No provision contained in this schedule shall relieve NYTC from liability for its own negligence nor require any user to indemnify or hold harmless NYTC for liability for its own negligence.

NYTC shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services provided for herein. In no case shall NYTC be liable for a sum in excess of \$500.00 per package or per customary freight unit unless the trucker, shipper, cargo owner or consignee or their representatives, prior to the commencement of such services, declares in writing a higher value and pays to NYTC, in addition to the other charges for such services as herein set forth, a premium computed at one half of one percent (0.50%) of the declared value of each such package or customary freight unit, for damage resulting from its failure to exercise due and proper care in performing the services provided for herein.

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SECTION II

RULES AND REGULATIONS **TRUCK LOADING AND UNLOADING**

1. DEFINITIONS

- A. Truck Loading – Shall mean the service of moving cargo from a place of rest on the terminal facility, elevating the cargo onto the truck and stowing of the cargo in the truck, but shall not include, among other things, special stowage, sorting or grading of, or otherwise selecting, the cargo for the convenience of the trucker or the consignee, nor the loading of cargo onto consignee's pallets.
- B. Truck Unloading – Such service shall consist of removing cargo from the body of the truck to place of rest on the terminal facility designated by NYTC. Truck unloading shall be performed by NYTC at the request of the motor carrier.

2. RIGHT TO LOAD AND UNLOAD TRUCK

- A. Truck loading shall be performed solely by the agents, servants and employees of NYTC in accordance with the rules, regulations and practices contained in this schedule. Such services shall be performed with the assistance, and under the supervision, of the driver of the truck.
- B. Truck unloading shall be performed by NYTC only upon request of the motor carrier, its agents, servants and/or employees; provided that there is sufficient labor readily available to NYTC to perform said services at the time of said request and provided, further, that the cargo is so situated on the truck that said services may be rendered by NYTC in one continuous operation, without interruption, until completion of the desired services. Said truck unloading services shall be performed with the assistance, and under the supervision, of the driver of the truck.
- C. Only trucks properly registered and licensed will be serviced by NYTC. Equipment used for truck loading and unloading will be exclusively by NYTC; no lift trucks, pallet jacks, cranes, etc., other than those supplied by NYTC, will be permitted on the terminal facility.

3. SAFETY

The motor carrier, shipper or consignee shall provide a vehicle, which is adequate and suitable for safe loading and unloading.

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4. APPLICATION OF RATES

Rates are quoted in cents per 100 lbs., unless otherwise noted.

Rates in this schedule apply only where NYTC is not requested to select cargo by individual marks or identification such as chop marks, brands, type, size, etc. If selecting is desired, and such service thereafter rendered, the rates will apply plus the service charge applicable under "Special Handling" under Item 13.

5. MISPLACED EQUIPMENT/CARGO BY A MOTOR CARRIER

Provide clerking, checking and draying services including equipment to locate and correct misparked equipment/ cargo by a motor carrier.....\$142.20 per occurrence.

6. COLLECTION OF CHARGES FOR SERVICES RENDERED

- A. Unless the shipper or consignee shall have made definite arrangements with NYTC for the payment of loading or unloading charges, the motor carrier shall assume full responsibility for the payment of the charges for such service.
- B. Invoices are due at the address shown of invoice no later than ten (10) working days after rendition of truck loading and/or unloading services. Failure to remit within the period above prescribed will result in withdrawal of credit. Thereafter and until such time as credit is re-established, all charges and/or invoices shall be paid in cash by the driver after completion of said services and before departure of the truck from the terminal facility. The driver shall be given a receipt for each such payment.
- C. If a motor carrier fails to pay the charges specified herein and/or if a motor carrier is extended credit pursuant to the above provisions, and fails to pay said charges, the shipper or consignee shall become liable for such charge.
- D. Existing credit listing maintained by NYTC will continue to be recognized and companies listed thereon shall continue to be extended credit in accordance with the provisions of Paragraph B. above subject to revocation as provided therein.
- E. Companies not presently approved for credit by NYTC may make application therefore in writing directly to NYTC. Until such time as approval for credit is granted, all charges and/or invoices shall be paid in cash by the driver after completion of services and before departure of the truck from the terminal facility. The driver will be given a receipt for each such payment.
- F. Checks from companies having established credit with NYTC will be accepted under the following provisions:

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- 1) Any company check returned for Non-Sufficient Funds (NSF) will be assessed a fee for each occurrence of \$67.75.
- 2) Any company that has two (2) checks returned for NSF within a six-month period will be subject to cancellation of check acceptance privileges.
- 3) Cash payment will be required for companies for which check acceptance privileges have been cancelled.
- 4) NYTC may elect to establish a maximum dollar amount for any checks to be accepted. Payment in excess of this amount must be a certified check, cashier's check or wire transfer prior to release of cargo and/or providing services.

7. RECEIPT AND DELIVERY OF BREAKBULK OR RO-RO CARGO AT AN APPOINTMENT TERMINAL

Appointments for service will be made available at terminals designated as appointment terminals. Scheduling of appointments should be made by 11:00 a.m. of the preceding business day with NYTC. Special equipment loading or discharging must be arranged at the time of making appointments. Appointments may be made with NYTC for delivery of cargo only after the steamship company has provided a freight release. Trucks arriving after the time of scheduled appointment may be denied service. Trucks arriving after the time of scheduled appointment and those failing to appear for their appointments shall be subject to a charge of \$41.10. A truckman will be deemed to have missed his appointment if for any reason the vehicle or the cargo is not in every aspect ready to work at the appointment time.

8. RECEIPT AND DELIVERY OF CARGO AT A NON-APPOINTMENT TERMINAL

NYTC shall make provisions for servicing of non-appointment trucks that arrive at the terminal before 3:00 p.m. Non-appointment trucks will be assigned service periods. Those trucks not wishing to wait for their assigned service period may elect, not more than thirty (30) minutes after receipt of gate pass, to receive a preference slip entitling the trucker to service on the next business day. Trucks arriving at a marine terminal before 3:00 p.m. but after the capacity of said terminal has been reached, may be turned away but will be issued preference slips for service the next day.

9. RECEIPT AND DELIVERY OF CARGO AT A COMBINATION TERMINAL

All rules applicable to appointment facilities shall be applicable to the appointment portion of a combination non-appointment/appointment terminal operation.

10. OTHER SERVICES

Nothing contained herein shall be construed as requiring NYTC to perform, without charge, any service not specifically provided for herein.

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11. RESPONSIBILITY OF MOTOR CARRIERS EMPLOYEES IN TRUCK LOADING AND UNLOADING

When truck driver does not assist in the loading and unloading of his truck, NYTC shall make a surcharge, in addition to the applicable schedule rate, of \$104.60 per straight time man hour, \$160.50 per overtime man hour, and \$213.50 penalty meal time man hour, the time to be computed on the basis of each fifteen (15) minute period or fraction thereof. Equipment is additional per schedule of equipment rates illustrated on Page 20

12. HEAVY LIFTS

The handling of heavy lifts shall be limited to the capacity of NYTC's equipment at that terminal facility. The schedule rates set forth herein for other than heavy lifts are applicable to single packages weighing 10,000 lbs. or less.

Heavy lifts will be handled only at the discretion of NYTC. Heavy lifts on other than OFBT will be charged at triple the heavy lift rate, except that heavy lifts on freely moving wheels will be charged at the rates shown for heavy lifts on OFBT.

13. SPECIAL HANDLING

If, after cargo has been either sorted, graded and stowed and/or assembled on the terminal awaiting delivery as per Bill of Lading, the consignee, thereafter, desires additional sorting, grading, and/or specific selection of said cargo in connection with subsequent rail car loading thereof, a written request detailing the nature of the special services desired must be submitted in advance of rail car loading to NYTC. If NYTC agrees to perform these additional services or any other services not included in this Rate Schedule, an extra charge shall be assessed of \$104.60 per straight time man hour, \$160.50 per overtime man hour, and \$213.50 per penalty meal time man hour, said charge to be computed on the basis of each fifteen (15) minutes or fraction thereof. The use of each piece of cargo handling equipment used in connection with special services shall be charged per schedule of equipment rates illustrated on Page 20

14. DELAYS AT CONTAINER TERMINAL

NYTC agrees to the payment of penalty charges to motor carriers who are delayed at Container Terminals in accordance with the following schedules and conditions:

- A. Free-time:
 - Containers, single move150 minutes
 - Containers, double move.....210 minutes

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B. Computation of Time

Computation of time will be based upon the truck's arrival at the terminal, at the first point of processing. Terminal time will terminate when the trucker exits the outbound gate of the terminal.

C. Exclusions:

NYTC will not be responsible for delays caused by severe weather, and/or delays caused by a disruption of power, telephone, shortage of containership line equipment, or data services such as those supplied to U.S. Customs, which are beyond the control of NYTC. The force majeure exclusions will not include delays due to failure(s) of NYTC's computer systems.

Motor carriers have an obligation to utilize technologies and services which are made available by NYTC to pre-check or pre-clear a shipment prior to dispatching a driver to the terminal. If a paperwork or documentation problem is discovered after the driver is on the terminal, a problem that could have been avoided if the trucker had pre-checked the shipment, all previous time will be voided. The terminal time will start when the documentation time is corrected

NYTC may deny payments of detention penalties to truckers, who on a regular basis, fail to pre-check prior to the arrival at terminals, or fail to follow terminal procedures which result in delays to themselves or other truckers.

Detention payments will not be paid to motor carriers arriving at the terminal facility with a bare chassis upon which they request a container, which is already on a chassis, to be placed unless the terminal operator shall have been notified of the intended method of removal of the container from the terminal facility prior to the vessel's discharge.

Detention payments will not be paid to motor carriers requiring genset mounting for reefer cargo unless the terminal operator shall have been notified no less than 24 hours prior to the intended pick up. For purposes of this paragraph, such notification may only be given during the periods from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday to Friday (all ILA holidays specified in the collective bargaining agreement in effect in the Port of New York governing the employment of longshore labor being excepted)

Detention payments will not be paid with respect to any transaction if the motor carrier requests clerical assistance for such transaction. This includes transactions which may require such assistance, e.g. documentation for hazardous cargo and motor vehicles.

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Detention payments will not be paid unless submitted to the terminal operator by the motor carrier who performed the move within 45 days of the transaction. All requests for payment of detention must be individually specified on such forms and in such a manner as may be specified by the terminal operator.

If any employee, agent or representative of a Motor Carrier (or any other person with actual or implied consent of the Motor Carrier) is found to have stolen, pilfered or vandalized and chassis component(s) or other property belonging to the terminal operator., its customers or other persons present on the terminal with the consent of the terminal operator the Motor Carrier will be held fully responsible for the cost of repairing or replacing said equipment. The Motor Carrier will also forfeit its ability to submit any invoicing pertaining to trucker detention at the terminal.

D. Payment of Penalties:

When the power vehicle is delayed beyond the allowable free time, NYTC shall be charged at a rate of \$12.50 per 15 minutes. However, there shall be no penalties paid for detentions of less than twenty-nine (29) minutes. False or unsubstantiated claims for detention reimbursements filed by a motor carrier are subject to a \$60.00 processing fee per each occurrence to such motor carrier and denial of claim.

Claims shall be filed within forty-five (45) calendar days from the date on which the claim arose or said claim shall be barred.

E. Settlement of Disputes

All disputes arising pursuant to this provision shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

15. PREREQUISITE FOR PALLETIZED, PREUNITIZED AND SKIDDED RATE

In addition to any other requirements specified elsewhere, the following rules shall apply:

- A. Wherever rates in this schedule are based upon cargo being palletized, preunitized or skidded, said rates are applicable in the case of truck unloading only if the cargo is situated on the truck so the terminal's forklift truck blades may be directly inserted without any necessity of shifting cargo prior to such insertion. If the cargo is not so situated on the truck, triple the truck unloading rates will be charged. Cargo must be deemed suitable for safe handling.
- B. In both loading and unloading situations, N.O.S. 5.88 rates shall apply if the pallets, platforms, skids, etc. are not serviceable and safe to handle.

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16. U.S. GOVERNMENT AGENCY INSPECTION AND OTHER INSPECTION/SAMPLING AND MISCELLANEOUS TERMINAL SERVICES

- A. Any U.S. Government Agency whose regulations cause the Marine Terminal Operator to be required to supply specific terminal handling or segregation operations for a container/unit to be moved to an off dock CES service provider for the performance of NII, AQI and any other related container/unit inspection, will be assessed a \$100.00 per container/unit terminal handling charge.
- B. Any U.S. Government Agency requiring the Marine Terminal Operator to provide services to a container/unit for any on terminal inspection, \$390.50 plus associated ground/mounting \$82.25 (ea). This rate does not include applicable warehouse exam charges, detention overtime surcharge. (Detention and overtime surcharge-weekday \$71.85, weekend and holiday \$106.20) Additional reefer plug/unplug charge of \$55.00 will be applicable for all reefer containers.
- C. A charge of \$77.55 per transaction will be applicable when an over-the-road driver requires a chassis change, or container off-load from his “owned” wheels, or a non-pool terminal chassis.
- D. Security charge of \$4.00 per loaded container, loaded and /or discharged, only once on transshipped containers, will be assessed the carrier. A security charge of \$0.20 cents per ton of 2000 lbs. will be assessed the carrier on break bulk cargo loaded and/or discharged.
- E. Switching of out of gauge cargo that is received or delivered on FCL basis to/from flat bed or trucker’s owned equipment, as requested, will be performed at a rate of \$368.50 per occurrence.
- F. Hazardous Cargo Surcharge, Receiving or Delivery, \$25.00 per Container/Unit; Break bulk or LCL, Receiving or Delivery, \$25.00 per Truck.

17.SCHEDULE OF RATES (FOR TRUCK LOADING AND UNLOADING)

(Rates are quoted in 100 lbs. unless otherwise noted.)

Cargo Not Otherwise Specified (NOS) is 588 with a minimum charge for every truck entering the terminal to deliver or receive loose break bulk cargo of \$113.80 per truck.

Bagged Goods – Bags must weigh at least 90 lbs. each and must be in good condition. Bags cubing over 100 cubic feet per ton (2000 lbs.) will be charged N.O.S. rate.

OFBT.....181
OTHER.....203

Baled Goods – Bales must weigh at least 90 lbs. each. All bales on any one truck must be of uniform size and in good condition. Bales cubing at over 100 cubic feet per ton (2000 lbs.) will be charged the N.O.S. rate. This item does not include rubber.

OFBT.....181
OTHER.....203

Boats – Individual.....774

Boat masts minimum.....\$295.00 each

Boat cradle disposal minimum.....\$1,293.00 per cradle

Burlap – In bales, at least 750 lbs. each.

OFBT.....165

Cargo – In Barrels, Drums, Kegs (Each piece must weigh at least 175 lbs.) All pieces on any one truck must be uniform and in good condition.

OFBT.....181
OTHER.....203

Coffee – Green in bags...181

Damaged Cargo – or cargo worked under distress or obnoxious conditions. (This rate shall apply only when the longshoremen loading trucks are receiving the full penalty wage as provided in their labor contracts with the New York Shipping Association, Inc.)

DOUBLE REGULAR RATES

Fruits and Vegetables – Fresh...296

Greenheart Lumber:

Bundled.....126
Piling.....152

Heavy Lift Charges – OFBT Only

See Item 12. Not applicable on Airplanes, Boats, Containers and Metals. Pieces must be properly packaged and capable of being handled by forklift trucks. Rates for units designed to be lifted from the top, and or pieces insufficiently packaged to protect contents if handled by forklift, will be furnished on request.

	<u>1 – 24 pcs.</u>	<u>25 – 50 pcs.</u>	<u>Over 50 pcs.</u>
10,001 – 25,000 lbs.	<u>203</u>	<u>164</u>	<u>113</u>
25,001 – 60,000 lbs.	<u>238</u>	<u>182</u>	<u>124</u>

Rates apply when pieces are to or from one vessel for one consignee/consignor.
Rates for pieces of 60,000 lbs. furnished on request.

Mail – Per bag or package...\$205

METALS

LOT SIZES – SEE NOTE

	<u>Under</u> <u>100 Tons</u>	<u>100-500</u> <u>Tons</u>	<u>Over</u> <u>500 Tons</u>
Ingots, Pigs, Slabs Billets, Bars and Cigars (up to six (6) ft.), Blisters, Anodes, Cakes, Buttons, Cathodes, Sheet in Coils, Skidded Packages of Tinplate			
OFBT.....	<u>113</u>	<u>46</u>	<u>46</u>
OTHER TRUCKS.....	<u>164</u>	<u>164</u>	<u>164</u>
Angles, Bars, Channels, Flat Plates, Rods, Sheets, Structural Steel, Tubing Pipe Rods and Wire in Coils			
OFBT.....	<u>123</u>	<u>74</u>	<u>74</u>
Billets (over six (6) ft.),			
OFBT.....	<u>123</u>	<u>67</u>	<u>67</u>
Said metal items in cases, boxes or crates			
OFBT.....	<u>98</u>	<u>98</u>	<u>98</u>
Fittings, Flanges, Bundled when handled by forklift Truck only, dumped to open truck, no other servicing or handling required...			
	<u>126</u>	<u>126</u>	<u>126</u>

NOTE: The term “Lot sizes” refers to quantities shipped to or from one ultimate shipper/consignee on one vessel requiring no special or additional sorting, selecting or handling.

Palletized, Preunitized and Skidded Cargo – Dimensions not to exceed 48 inches in width, 60 inches in length and 84 inches in height (subject to a minimum of ten units per truck) (Units over 10,000 lbs. will be charged heavy lift rates). (This item does not include vans, containers, pallet containers, convex boxes, pipe on skids.)...\$26.20 per unit.

Paper rolls – over 700 lbs. each (closed trucks when stowed one high on the roll)...
\$24.41 per roll

	<u>Up to & including 22 feet</u>	<u>Over 22 feet</u>
Pipe, Non-Metallic Bundles	OFBT..... <u>126</u>	<u>172</u>
Loose, 4 inches & over inside diameter	OFBT..... <u>126</u>	<u>172</u>
Loose, under 4 inches (inside diameter)	OFBT..... <u>209</u>	<u>270</u>
Reels – Containing Wire Cable, etc. minimum weight per reel, 500 lbs., except those requiring special handling. OFBT..... <u>126</u>		
Railroad Ties – Strapped in bundles.		
	OFBT..... <u>66</u>	
Rubber – In bales		
	When dumped into open top trucks... <u>89</u>	
	Other trucks..... <u>260</u>	
Tea – In chests, carton or bags, in truckload lots from one ocean Bill of Lading... <u>175</u>		
Trucks and Autos – Knocked down and skidded in such a way to permit handling by a forklift only, shipped to one consignee on one vessel in quantities of not less than 100 units and with a maximum weight per unit of 7,500 lbs.		
	OFBT, per unit... <u>\$34.68</u>	
Waste Paper – Bales, 1,500 lbs. minimum		
	Per bale..... <u>80</u>	
Wood Pulp – Bales... <u>80</u>		
Wood Pulp – Unitized minimum of 3,300 lbs.		
	Per unit..... <u>46</u>	

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RULES AND REGULATIONS
ROLLING STOCK

DRIVABLE ROLLING STOCK – DELIVERING DRIVER IS RESPONSIBLE FOR DRIVING OFF.

The minimum gate charge will be \$114.00 per delivering carrier. (Driver Drive Offs)

75,000 lbs. and up.....\$259.00 each unit
50,000 lbs. up to 74,999 lbs....\$172.00 each unit
6,000 lbs. up to 49,999 lbs.....\$124.00 each unit

Vehicles with steel treads will only be handled by LIFT-OFF as they cannot be driven on the terminal.

(Rubber tread can be driven off)

Privately owned passenger vehicles or commercial passenger vehicles individually driven for delivery or receipt to or from a terminal facility.

Per unit.....\$85.00

RULES AND REGULATIONS
SCHEDULE OF HOURLY EQUIPMENT RATES

SCHEDULE OF HOURLY AND PER LIFT EQUIPMENT RATES	
Mobile Crane (house) per lift	\$542.00
Container Crane	\$1,222.00
Straddle Carrier	\$320.00
Top Loader (60,000 lbs.)	\$210.00
Forklifts.....10,000 lbs.	\$31.00
Forklifts.....10,001 lbs. to 15,000 lbs.	\$ 38.00
Forklifts.....15,001 lbs. to 25,000 lbs.	\$ 69.00
Stacker.....35,000 lbs. capacity	\$ 107.00
Hustler	\$ 79.50
Flatbeds	\$ 24.00
Empty Handler	\$209.00
Portable Lights per unit per day	\$220.00
Transtainer (RTG)	\$640.50
*Mafi, lowboy or trailer rental, per diem	\$33.50

The above hourly and per lift equipment rates are subject to a 10% fuel surcharge.

SCHEDULE OF RULES AND REGULATIONS
LASHING LABOR RATES

	S/T	O/T	D/T
Lashing Foreman	\$106.06	\$137.42	\$164.64
Lashers	\$104.88	\$135.57	\$162.81

RULES AND REGULATIONS
SCHEDULE OF LASHING MATERIAL RATES

Turnbuckles	\$32.04 each
Ratchet Belts	\$61.10 each
Wire 3/4"	\$1.32 per foot

Clips 3/4"	\$2.40	each
Wire 5/8"	\$0.86	per foot
Clips 5/8"	\$1.85	each
Shackles	\$14.99	each
Lashing Sticks	\$0.80	each
Wood Sticks	\$0.85	each
Rubber Corners	\$10.40	each
Sisal Rope 1/2"	\$ 3.10	Lb.
Polyethylene	\$138.00	Roll
Speedy Dry	\$11.50	Bag

RULES AND REGULATIONS

SCHEDULE OF CARPENTER LABOR RATES

	S/T	O/T	D/H
Carpenter Foreman	\$106.06	\$137.42	\$164.64
Carpenter	\$104.88	\$135.57	\$162.81

RULES AND REGULATIONS

SCHEDULE OF CARPENTRY MATERIAL RATES

2X4X8	\$ 4.70	Per piece
4X4X8	\$15.00	Per piece
4X6X8	\$19.22	Per piece
6X8X8	\$33.50	Per piece
1/2" Plywood 4X8	\$33.50	Sheet
Nails	\$1.08	Lb.
620 Polyethylene	\$137.51	Roll
Sawdust	\$6.20	Bag
1- 1/2 Strapping	\$0.61	Ft.
1 - 1/2 Strapping Seals	\$0.38	Seal
1 - 1/4 Strapping	\$0.43	Ft.
1- 1/4 Strapping Seals	\$0.30	Seal
2" Strapping	\$0.69	Ft.
2" Strapping Seals	\$0.45	Seal
1/2 " Sisal rope	\$3.09	Lb.
Auto Chocks (4/Unit)	\$30.00	Unit
Duct Tape	\$9.20	Roll
Cartons	\$10.70	Each
Speedy Dry	\$11.50	Bag

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RULES AND REGULATIONS
RAILROAD CAR LOADING AND UNLOADING

1. DEFINITIONS

- A. Railroad Car Unloading – Consists of removing cargo from a railcar and placing same on the terminal.
- B. Railroad Car Loading – Consists of removing cargo from the terminal and placing same in or on a rail car.

2. RATES

A. Box Car/Flat Car or Gondola:

- 1) Cargo measuring up to and including 100 Cu. Ft. per ton...\$55.65 per ton.
- 2) Cargo measuring in excess of 100 Cu. Ft. per ton...\$69.50 per ton.
- 3) Palletized, preunitized and skidded cargo \$31.65 per ton.
- 4) Wood pulp, bales - \$15.00 per ton.
- 5) Palletized fiberboard (minimum 250 units on one Bill of Lading, four carloads at one time) \$25.75 per ton.
- 6) Steel Coils from or to rail cars, including removal of rail car tops, 0.67 per 100 lbs., minimum 270 tons.
- 7) Open cars \$23.25 per ton(for pieces up to 12,000 lbs.)
- 8) Charges for heavy lift (pieces over 12,000 lbs.) discharging/loading will be charged at rates mutually agreed upon between NYTC and steamship company or other party requesting such service.

Charges for the loading and unloading of railcars will be assessed the rail carrier or the party ordering the service performed in cases where the railroad is not responsible.

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

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3. DELAYS

NYTC will be responsible only for delays, which are shown to have been caused by it, or within its control. NYTC shall not be responsible for delays caused by but not limited to: incomplete documentation, strikes, local work stoppages, weather conditions, force majeure.

4. SPECIAL HANDLING

If, after cargo has been sorted, graded and stowed and/or assembled on the terminal awaiting delivery as per Bill of Lading, the consignee, thereafter, desires additional sorting, grading, and/or specific selection of said cargo in connection with the subsequent rail car loading thereof, a written request detailing the nature of the special services desired must be submitted in advance of rail car loading to NYTC. If NYTC agrees to perform these additional services, an extra charge shall be assessed of \$104.60 per straight time man hour, \$160.50 per overtime man hour, and \$213.50 per penalty meal time man hour, said charge to be computed on the basis of each fifteen (15) minutes or fraction thereof. Additional charge per schedule of equipment rates illustrated on Page 20 per hour or any fraction thereof shall be made for the use of each piece of cargo handling equipment used in connection with special services.

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RULES AND REGULATIONS
LIGHTER LOADING AND UNLOADING

1. DEFINITIONS

- A. Lighter Loading – Consists of removing cargo from the terminal facility and placing it on the lighter, covered barge, deck scow, etc., excluding containers
- B. Lighter Unloading – Consists of removing cargo from the lighter, covered barge, deck scow, etc., and placing same on the terminal facility excluding containers.

2. RATES

- A. Loading, Unloading - \$44.40 per ton excluding equipment.
- B. Loading, Unloading, Palletized cargo \$29.10 per ton excluding equipment.
- C. The rates specified in A. and B. above to pieces weighing up to 12,000 lbs. Charges for heavy lifts over 12,000 lbs. will be charged at rates mutually agreed upon between NYTC and the steamship company or other parties requesting such service.

3. RESPONSIBILITY FOR CHARGES

Charges for lighter loading and unloading shall be assessed against the operator of the lighter and/or against the party requesting such service to be performed.

4. LIGHTER DETENTION

NYTC will be responsible only for such unusual delays to lighters as are shown to have been caused by it or to have been within its control.

SECTION III

RULES AND REGULATIONS

FREE TIME AND DEMURRAGE ON EXPORT CARGO

1. DEFINITIONS

- A. Free Time – The specified period during which cargo may occupy space assigned to it on a terminal facility free of demurrage immediately prior to the loading of such cargo on the vessel.
- B. Demurrage – A charge assessed against the cargo remaining in or on the terminal facilities after the expiration of free time.

2. FREE TIME PERIOD

- A. Free time on export cargo shall not be more than five (5) days (exclusive of Saturdays, Sundays and ILA holidays) except:
- B. On intact containers, free time shall not be more than five (5) days (exclusive of Saturdays, Sundays and ILA holidays).

3. COMPUTATION OF FREE TIME PERIOD

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

4. SCALE OF DEMURRAGE CHARGES

At the expiration of free time period, or if consolidation has been granted, demurrage shall be assessed in accordance with the following rates and provisions.

A. BREAKBULK CARGO

1st Period Demurrage:

5cents per 100 lbs. or 4 cent(s) per cubic foot, whichever is greater, per day, or fraction thereof, for the first five (5) calendar days after the expiration of free time...Minimum charge \$27.50

2nd Period Demurrage:

7 cents per 100 lbs. or 5 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days. Minimum charge \$43.75

3rd Period Demurrage:

11 cents per 100 lbs. or 6cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day...Minimum charge \$60.20 per day.

B. HOUSE CONTAINERS

1. General cargo containers of all dimensions after the expiration of free time:

1 - 4 Days	\$119.00 per calendar day
5 - 9 Days	\$168.00 per calendar day
10 days and above	\$331.00 per calendar day
2. Temperature controlled Containers/Units of all dimensions after expiration of free time:

1 - 3 Days	\$332.00 per calendar day
4 days and above	\$496.00 per calendar day
3. Special Equipment, Tanks, Platforms, Flatracks, etc., of all dimensions after expiration of free time:

1 - 3 Days	\$206.00 per calendar day
4 days and above	\$360.00 per calendar day

An additional charge of \$48.00 per container calendar day after expiration of electricity free time for electricity usage.

- C. Saturdays, Sundays and ILA holidays shall be included in computing demurrage. No demurrage shall be assessed after the vessel has commenced to load.
- D. Except as otherwise provided in this section, demurrage shall be for the account of the cargo.
- E. When the vessel for any reason fails to meet the announced date of sailing, any demurrage accruing after such date shall be assessed in successive periods for the account of the vessel until the vessel commences to load.
- F. In the case of a vessel cancellation, cargo on free time, or if a vessel has been designated, cargo on consolidation time, on the announced date of sailing shall be subject to first period demurrage assessed against the vessel commencing on the day when the cargo was received at the terminal facility and terminating on the said announced date of sailing unless the export shipper on or before that date has another vessel designated for loading, removes the cargo from the terminal, or elects storage if same is provided.
- G. If the export shipper takes none of the action mentioned in Paragraph F. of this item, demurrage charges in successive periods shall be assessed against the export shipper after the vessel's liability for demurrage has expired. Such demurrage shall likewise terminate upon the export shipper's action as aforesaid. For cargo on demurrage on the cancelled date of sailing, demurrage shall continue for the account of the export shipper until such time as he takes one of said actions. In the event the export shipper has another vessel designated, the provisions of B.1. above shall apply, with the free time for the other vessel commencing on the date that the export shipper has this other vessel designated.

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- H. The announced date of sailing shall be that date(s) appearing in The Journal of Commerce or The Shipping Digest or any other appropriate publication of general circulation as, from time to time, may be designated in this schedule.
- I. When the loading of cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by NYTC or water carrier, cargo affected thereby shall be granted additional free time of demurrage to cover the delay if the cargo is on free time or consolidation time when such condition arises. If cargo is on demurrage, first period demurrage charges shall be assessed against such cargo.
- J. At the time export cargo is received by the pier facility a receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and shall identify the vessel on which the goods are to move. The identification of the vessel is made for the purpose of determining the application of the foregoing Paragraphs E. and I. of this section.
- K. Upon request for early receiving of export cargo and at the discretion of the NYTC Marine Terminal Operator, cargo may be received early and assessed an Early Receiving Surcharge of \$125.00 per Load in addition to the normal gate charge. Free Time periods and Demurrage Terms apply from the date of receipt.

5. TRANSFER OF OWNERSHIP OF CARGO FOR EXPORT

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

6. REMOVAL OF EXPORT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL

- A. Subject to the provision of Item 4, if export cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, said cargo shall be subject to demurrage charges set forth above, with no free-time allowance. Said charges shall be assessed from the day the cargo was received at the terminal facility to the day of its removal there from. Redelivery gate charge is \$294.00 plus applicable grounding and mounting of \$84.00 each way.
- B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by NYTC as a consequence thereof.

7. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

- A. Except as otherwise provided, demurrage and other charges specified herein, shall be for the account of the cargo.
- B. Demurrage and other charges shall be due and payable when service is provided.

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

8. CARGO RECEIVED PRIOR TO EFFECTIVE DATE OF SCHEDULE

All cargo for export which has been received prior, but still remains at a terminal facility on 03 January, 2011, shall be deemed to have been received, as noted in the NYTC equipment inventory computer systems, for the purpose of applying this schedule as of said date and free time shall be allowed accordingly.

9. EXPORT ON TERMINAL

A. Cargo which is undelivered and remains at the terminal beyond the expiration of free time, may be placed in public storage at any time thereafter, at the option of NYTC and at the risk and expense of the cargo.

B. Cargo remaining on the terminal in excess of 30 days, will be considered as abandoned and sold for collection of demurrage charges due NYTC. At the time of sale, NYTC makes no representation of the contents of the cargo. All bids are based on a view by the bidders of the contents. All bids are final. Thirty (30) days prior to such sale, a registered receipted letter or e-mail of notice and will be sent to either the carrier or the owner of record. Acknowledgement by the carrier and/or shipper of record prior to the timeframe mentioned above overrides all mentioned requirements for the sale of the cargo. Any monies received beyond the charges due, will be returned to the shipper/carrier if claimed within one year of the mailed notice.

Notwithstanding the foregoing if NYTC, in its sole discretion, shall determine that any cargo remaining on the terminal beyond the expiration of free time is (i) subject to spoilage and/or (ii) subject to rapid devaluation due to the passage of time, then in either of such events such cargo may, at the sole option of NYTC, be considered abandoned as of the expiration of free time and may be sold at any time thereafter by NYTC without notice to the owner of record. Nothing contained in this paragraph shall require NYTC to investigate the nature of cargo remaining on its terminal beyond free time, to take any special actions to preserve such cargo or to take any of the actions contemplated in this paragraph. Nothing in this paragraph shall accord to the owner of record of any other person any right or claim against NYTC for taking any actions permitted in this paragraph, for not taking any such actions or for delaying in the taking of any such actions.

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SECTION IV

RULES AND REGULATIONS **FREE TIME AND DEMURRAGE ON IMPORT CARGO**

1. DEFINITIONS

- A. Free Time – The specified period during which cargo may occupy space assigned to it on a terminal facility free of demurrage after discharge of such cargo onto the terminal facility.
- B. Demurrage – A charge assessed against the cargo remaining in or on terminal facilities after the expiration for free time.

2. FREE TIME PERIOD

A. Breakbulk Cargo:

Five (5) days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of import cargo discharged from vessels in the Port of New York, except that; green coffee beans in bags and cocoa beans in bags will be allowed ten calendar days and no free time will be allowed on cargo which is of a special nature as to require earlier removal because of local ordinances or other governmental regulations or because piers are not equipped to care for such property for such period, such as, but not restricted to:

- 1) Cargo in bulk
- 2) Oils and/or liquids in bulk, in ship's tanks
- 3) Animals and birds, live
- 4) Bullion and treasure
- 5) Dangerous and hazardous cargo
- 6) Jewelry, precious stones, etc.
- 7) Refrigerated cargo

B. Containerized Cargo (house Containers):

- 1) Until further notice NYTC at its discretion may honor a containership line's demurrage provisions as published in its tariff or service contracts. If the containership line's tariff provisions are not acceptable or do not provide appropriate coverage, then the following schedules will apply. Any extended periods of free time granted by a containership line's tariffs or service contracts will be at the responsibility and liability of the containership line and/or the cargo.
- 2) General cargo containers and tank containers:

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Four days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of containers discharged from vessels in the Port of New York.

3) Refrigerated Containers\Units, Temperature Controlled Containers\Units

Two days free time and electricity to power, exclusive of Saturdays, Sundays and ILA holidays, will be allowed for the removal of containers discharged from vessels in the Port of New York.

C. Containers of green coffee beans in bags and cocoa beans in bags will be allowed ten days free time exclusive of Saturdays, Sundays and ILA holidays.

3. COMPUTATION OF FREE TIME PERIOD

Free time on import cargo/containers shall commence at gate opening on the first business day following system update of first point of rest on terminal and will expire on the last day of free time (Saturdays, Sundays and ILA holidays excluded). Cargo/containers updated in the system to first point of rest on terminal after gate opening on a normal business day shall begin free time the following business day and will expire on the last day of free time (Saturdays, Sundays and ILA Holidays excluded).

4. SCALE OF DEMURRAGE CHARGES

The following scale of demurrage rates and provisions will apply to cargo remaining undelivered after the expiration of free time:

A. Breakbulk Cargo:

1st Period Demurrage:

5 cents per 100 lbs. or 4 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the first five (5) calendar days after the expiration of free time...Minimum charge \$27.50

2nd Period Demurrage:

7 cents per 100 lbs. or 5 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days...Minimum charge \$43.75

3rd Period Demurrage:

11 cents per 100 lbs. Or 6 cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day...Minimum charge \$60.20.

B. Merchant Haulage Containers:

1. General cargo Containers/Units of all dimensions after the expiration of free time:

1 - 4 Days	\$119.00 per calendar day
5 - 9 Days	\$168.00 per calendar day
10 days and above	\$331.00 per calendar day

2. Temperature controlled Containers/Units of all dimensions after expiration of free time:

1 - 3 Days	\$332.00 per calendar day
4 days and above	\$496.00 per calendar day

3. Special Equipment, Tanks, Platforms, Flatracks, etc., of all dimensions after expiration of free time:

1 - 3 Days	\$206.00 per calendar day
4 days and above	\$360.00 per calendar day

An additional charge of \$48.00 per calendar day after expiration of electricity free time for electricity usage.

C. Intermodal Moves (Carrier Controlled): Following rates shall apply only if the carrier notifies the terminal prior to the arrival of the vessel:

Demurrage charges after the expiration of free time shall be charged the following rates, which charges are to be assessed the carrier, and not the cargo.

1. General cargo Containers/Units of all dimensions after the expiration of free time:

1 - 4 Days	\$119.00 per calendar day
5 - 9 Days	\$168.00 per calendar day
10 days and above	\$331.00 per calendar day

2. Temperature Controlled containers/Units of all dimensions after expiration of free time:

1 - 3 Days	\$332.00 per calendar day
4 days and above	\$496.00 per calendar day

3. Special Equipment, Tanks, Platforms, Flatracks, etc., of all dimensions after expiration of free time:

1 - 3 Days	\$206.00 per calendar day
4 days and above	\$360.00 per calendar day

An additional charge of \$48.00 per container per calendar day after the expiration of electricity free time for electricity usage.

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5. UNDELIVERED CARGO

A. Cargo which is undelivered and remains at the terminal beyond the expiration of free time, may be placed in public storage at any time thereafter, at the option of NYTC and at the risk and expense of the cargo.

B. Cargo remaining on the terminal in excess of 30 days, will be considered as abandoned and sold for collection of demurrage charges due NYTC. At the time of sale, NYTC makes no representation of the contents of the cargo. All bids are based on a view by the bidders of the contents. All bids are final. Thirty (30) days prior to such sale, a registered receipted letter or e-mail of notice and will be sent to either the carrier or the owner of record. Acknowledgement by the carrier and/or shipper of record prior to the timeframe mentioned above overrides all mentioned requirements for the sale of the cargo. Any monies received beyond the charges due, will be returned to the shipper/carrier if claimed within one year of the mailed notice.

Notwithstanding the foregoing if NYTC, in its sole discretion, shall determine that any cargo remaining on the terminal beyond the expiration of free time is (i) subject to spoilage and/or (ii) subject to rapid devaluation due to the passage of time, then in either of such events such cargo may, at the sole option of NYTC, be considered abandoned as of the expiration of free time and may be sold at any time thereafter by NYTC without notice to the owner of record. Nothing contained in this paragraph shall require NYTC to investigate the nature of cargo remaining on its terminal beyond free time, to take any special actions to preserve such cargo or to take any of the actions contemplated in this paragraph. Nothing in this paragraph shall accord to the owner of record of any other person any right or claim against NYTC for taking any actions permitted in this paragraph, for not taking any such actions or for delaying in the taking of any such actions.

6. TRANSFER OF OWNERSHIP OF CARGO

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

7. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

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

B. Demurrage and other charges shall be due and payable when service is provided.

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

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8. EXTENSIONS OF FREE TIME AND DEMURRAGE PERIODS

A. Cargo on Free Time:

In the event the consignee or owner of the cargo should make application for delivery of the cargo or portion thereof during the free time period and NYTC should be unable for any reason to make available to the consignee or owner of such cargo or portion thereof, the free time shall be extended for a period equal to the duration of NYTC's inability to make the cargo available.

B. Cargo in first period or succeeding periods:

When the consignee is prevented from removing his cargo by factors beyond his control, such as, but not limited to, longshoremen's strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof, or

Where a consignee is prevented from removing his cargo by a longshoremen's strike which affects only one pier or less than a substantial portion of the area;

Then, in either event, cargo which is in the first period demurrage will continue to be assessed at the first period demurrage rates, and cargo which is in the second period demurrage or in any succeeding period after the second period demurrage, will revert to the first period demurrage charges for such time as the consignee is prevented from removing his cargo by such strike or factors beyond his control. If the terminal is open fifty-percent of the day, this day will be considered a full service day.

C. Following a longshoremen's strike of four days or greater duration:

1. Cargo which is on free time at the commencement of the strike will be extended an additional free time period of not less than four (4) days, exclusive of Saturday, Sundays and ILA holidays, beyond the time at which the free time period would ordinarily terminate: and
2. Cargo which is in the first period of demurrage at the commencement of this strike will be extended an additional first period of demurrage of four (4) calendar days beyond the time at which first period demurrage would normally terminate. The extensions referred to in subparagraph (1) and (2) above apply only
 - a) If cargo is actually picked up with such extended time; or
 - b) If, pursuant to an appointment system adopted by both carriers and consignees, cargo is picked up within twenty-four (24) hours of advance notification that cargo is available for pickup and readily accessible, in which latter event time shall not be extended more than twenty-four (24) hours beyond the additional free time or the demurrage period.

3. Cargo which is on second period demurrage (or any succeeding demurrage period) at the commencement of the strike shall revert to such demurrage period at the conclusion of the strike.

A. Delays in delivery – Carrier errors or omissions:

In the case of an error or omission, which was solely caused by the steamship line, its duly appointed agent or authorized representative, excluding NYTC, and said action or inaction prevented the consignee or owner of the cargo from taking or effecting delivery of cargo, an adjustment to demurrage may be made. These specific conditions must be completely documented and recorded. The adjustment will be limited to a period of no more than 30 calendar days following expiration of normal free time. The adjustment will be limited to the chart below per day per dry container for the said thirty (30) day period. Thereafter, all cargoes remaining on terminal will be assessed in accordance with the prevailing tariff in effect.

Demurrage charges after the expiration of free time shall be charged by following rates:

1 - 4 Days	\$ 90.00 per calendar day
5 - 9 Days	\$127.00 per calendar day
10 days and above	\$250.00 per calendar day

9. MULTIPLE CONTAINER RULE

Applicable only on dry containers provided all such containers are on one Bill of Lading from one Shipper to one Consignee, one port of loading to one port of discharge on one vessel and at least (12) containers are removed from the terminal within the free time period as defined in Section IV, Rule 2, Paragraph B, 2 “General Cargo Containers and Tank Containers.”

	<u>Free Time</u>
13 to 15 containers inclusive	5 days
16 to 18 containers inclusive	6 days
19 to 21 containers inclusive	7 days
22 to 24 containers inclusive	8 days
25 to 27 containers inclusive	9 days
28 and above	10 days

Demurrage will commence on the next business day after the expiration of free time.

Free time request under the Multiple Container Rule received after 8 a.m. the morning before the start of a vessel (in the case of holidays and weekends, the last work day before) will not qualify for the Multiple Container Rule.

10. TRANSSHIPMENT CARGO

Transshipment cargo must be reported to the terminal before the arrival of each vessel. If no application is made at that time, demurrage accrued after normal free time will be for the account of the cargo/carrier.

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SECTION V

RULES AND REGULATIONS **FREE TIME AND DEMURRAGE ON EMPTY CONTAINERS/CHASSIS**

1. PURPOSE

The purpose of this part is:

- A. To define and set schedule rates and rules applicable to circumstances resulting from the cessation of transportation services by a user of NYTC's facility. Cessation may occur for any reason, including, but not limited to bankruptcy, discontinuance of service, acts of God, acts of Government, force majeure.
- B. To insure NYTC receives a fair charge for the use of its facilities, labor and equipment, when containers, and/or chassis are not being used for commerce.

2. DEFINITIONS

- A. A container is defined as a cargo carrying unit usually measuring from 20 feet to 45 feet in length by 8 feet in width and 8 or more feet in height or a platform 20 feet to 45 feet in length by 8 feet in width, designed for the purpose of direct transfer of the unit and its contents to and from sea going vessels. The unit may also be a tank for liquids mounted on a platform, a bin or a bolster used for similar purpose.
- B. A chassis is a vehicle designed and built to carry containers or platforms with facility for tractor coupling for transport.
- C. Free time is the specified period a container or chassis may occupy space assigned to it on a terminal free of charge.
- D. Demurrage is a charge assessed against a container and or chassis after the expiration of free time.
- E. Terminal facility user is any person or entity, including but not limited to, vessel operator, vessel owner, container owner, container lessor or lessee utilizing a terminal facility, and services provided thereon or threerat or both.

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3. COMPUTATION AND NOTICE OF FREE TIME

- A Computation of free time on shipper/consignee owned or leased empty containers/chassis:

Four days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of containers discharged from vessels in the Port of New York. Free time on import empty Containers/Units/Chassis shall commence at gate opening on the first business day following system update of first point of rest on terminal and will expire on the last day of free time (Saturdays, Sundays and ILA holidays excluded). Containers/units/chassis updated in the system to first point of rest on terminal after gate opening on a normal business day shall begin free time the following business day and will expire on the last day of free time (Saturdays, Sundays and ILA Holidays excluded).

4. SCALE OF DEMURRAGE CHARGES

The following scale of demurrage rates and provisions will apply to the containers and/or chassis remaining undelivered after the expiration of free time:

- A. Empty containers of which no dimension exceeds 20 feet, or chassis for 20 foot containers, a charge of \$62.00 each per day for the first (30) thirty calendar days after the expiration of free time and \$122.00 each per calendar day per container and/or chassis thereafter.
- B. Empty containers exceeding 20 feet in length or chassis in excess of 20 feet in length, a charge of \$92.00 each per day for the first (30) thirty calendar days after the expiration of free time and \$185.00 each per calendar day per container and/or chassis thereafter.

5. EXTENSION OF FREE TIME OR SUSPENSION OF DEMURRAGE

- A. When the removal of containers or chassis from a terminal is prevented by force majeure, including but not limited to weather conditions or work stoppage of longshoremen or personnel employed by NYTC, such containers and/or chassis affected thereby shall be granted additional time free of demurrage to cover the delay period if the containers and/or chassis are on free time when such condition arises. If the container and/or chassis is in the demurrage period, first period demurrage charges shall be assessed against such containers and/or chassis.
- B. Following a longshoremen's strike of four (4) days or more:
1. Container and /or chassis which are on free time at the commencement of the strike will be extended an additional free time period of not less than four (4) calendar days exclusive of Saturday, Sundays and ILA holidays, beyond the time free time first period demurrage would normally terminate.

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2. Containers and/or chassis which are in the first period demurrage at the commencement of the strike will be extended and additional four (4) calendar days beyond the time first period demurrage would normally terminate.

C. The foregoing extensions or suspensions shall apply only:

- 1) If such containers and/or chassis are picked up within such extended free time, or
- 2) If, pursuant to an appointment system agreed upon by NYTC and the terminal facility user, the containers and/or chassis are picked up within twenty-four hours of advance notification that such units are available for pickup and readily accessible.

D. Containers and/or chassis which are in second period demurrage at the commencement of a strike shall revert to such demurrage period at the conclusion of the strike.

6. UNDELIVERED CONTAINERS AND/OR CHASSIS

- A. Containers and/or chassis which remain at a terminal beyond the expiration of free time may be placed in public storage at any time thereafter at the option of containers and/or chassis and the terminal users.
- B. Containers and/or chassis remaining on the terminal in excess of sixty (60) days will be considered as abandoned and may be sold at public auction for collection of charges due NYTC. Ten days prior to such sale, a registered letter of notice will be sent to the terminal users or NYTC will take other reasonable steps to advise those terminal users of whose interest in the equipment he is aware. Net proceeds of such sale less expense will be held in a separate fund established by NYTC out of which NYTC shall be paid his charges. Monies received beyond the charges due NYTC will be returned to the owner if claimed within one year of the mailed notice.

7. TRANSFER OF OWNERSHIP OF CONTAINERS AND/OR CHASSIS

The transfer of ownership of containers and/or chassis after receipt at the terminal shall not entitle such containers and/or chassis to additional free time.

8. DELIVERY AND MOUNTING CHARGES

On delivery the terminal facility users shall be charged for gate services, mounting of containers on chassis or flat bed trucks and segregating containers from stack as applicable.

9. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

- A. Demurrage and other charges specified herein shall be for the account of the terminal facility users.
- B. Demurrage charges shall be due and payable when service is provided.
- C. NYTC has the right to require payment in full of any and all charges before such containers and/or chassis are delivered from the terminal.

10. SCHEDULE OF RATES AND CHARGES

- A. Gate Charge..... \$55.75 per unit
- B. Mounting or Grounding Containers... \$108.50 per unit
- C. Segregating of containers...
 - \$104.60 per straight labor hour
 - \$160.50 per overtime labor hour
 - \$213.50 per mealtime labor hour
 - Machine hour rate per schedule Page 20

11. CONTAINERS AND/OR CHASSIS RECEIVED AT A TERMINAL PRIOR TO THE EFFECTIVE DATE OF THIS SECTION V

All containers and/or chassis which have been received prior to, but still remaining in NYTC on a terminal facility on October 1, 2011, shall be deemed to have been received, as noted in the NYTC equipment inventory computer systems, for the purpose of applying this Section V of this schedule, as of said date and free time will be allowed accordingly.

RULES AND REGULATIONS
MISCELLANEOUS RATES

1. Supply Water to Vessels (per Port Authority Marine Terminals FMC Schedule PA-10)

Misc. Charges – Water- Per net ton.....\$4.25

2. When NYTC labor is necessary for furnishing hook up and/or disconnect...\$82.00 per man hour
(2 hr 0 min)

Minimum Total Charge.....\$589.60

3. Stevedoring, Breakbulk Cargo: Extra Labor Basis

\$44.30 2240 lbs. or 40 cf., which ever is greater.

4. Stevedoring of Bananas in cartons: \$1.75 per carton

5. Dockage (per Port Authority Marine Terminals FMC Schedule PA-10)

a. Vessel loading or discharging

Length of vessel in feet

Over	Not exceeding	Charge per foot per 24 hour Period or part thereof
0	400	\$4.70
401	500	\$5.64
501	600	\$6.58
601	700	\$8.15
701	800	\$9.09
801	900	\$9.71
900		\$11.29
Minimum charge		\$1130.00

b. Vessels not loading or discharging:

Length of vessel in feet

Over	Not exceeding	Charge per foot per 24 hour Period or part thereof
0	400	\$1.89
401	500	\$2.51
501	600	\$2.82
601	700	\$3.14
701	800	\$3.46
801	900	\$4.08
901 and over		\$4.39
Minimum charge		\$627.00

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6. A terminal security charge for vessels in layup berths, prior to or subsequent to loading or discharging, will be assessed the vessel \$338.00 per eight (8) hour shift or part thereof.
7. For any services provided outside of rates specifically quoted in this Rate Schedule, the following rates shall apply:
 - Straight time.....\$104.60... per man hour
 - Overtime.....\$160.50...per man hour
 - Double time.....\$213.50...per man hour
8. A \$10.00 fee per invoice if customer requests additional copy(s) to be forwarded after issuance of original invoice.
9. A \$25.00 fee per unit (container or chassis) for customer requested photograph(s).
10. Trucks needing mechanical assistance due to breakdown on terminal or in terminal lanes will be subject to a minimum charge if \$155.00
11. Export Hazardous (IMCO) cargoes arriving at the NYTC Marine Terminal Operators gate requiring additional services resulting from incorrect or incomplete documentation required by the NYTC Marine Terminal Operator for receiving such cargo on terminal is subject to a Documentation Surcharge, \$50.00 per unit.
12. Removal of snow from the top of Containers/Units, \$100.00 per Container/Unit.

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Section VII

**RULES AND REGULATIONS
VESSEL OPERATIONS AND CARGO HANDLING AGREEMENT
(IN ABSENCE OF INDIVIDUALLY NEGOTIATED AGREEMENT)**

1. PURPOSE

The purpose of this part is:

- A. To define and set rules, terms and conditions applicable to circumstances where an NYTC participating member shall stevedore a vessel and/or receive, store and release cargo in conjunction therewith when a separate written agreement with the carrier operating the vessel does not exist, has lapsed or is otherwise not applicable for any reason, including, but not limited to bankruptcy, establishment of a new service or discontinuance of service.
 - B. To avoid ambiguity as to the rights and obligations of an NYTC participating member and a carrier-vessel operator where no written agreement exists between the NYTC member and the carrier-vessel operator.
2. **DISCLAIMER:** Nothing contained in the following rules, terms and conditions shall in any way modify or limit any rights of the NYTC member may have to apply and exercise any maritime or other liens which may exist under law (or which are set forth elsewhere in this Marine Terminal Schedule) and/or which may be applied against any vessel, component of a vessel (including cargo containers) or cargo.

3. RULES, TERMS AND CONDITIONS

This **AGREEMENT** will apply where no fully executed agreement exists between the carrier (herein "**CARRIER**"), or vessel operator (herein "**CARRIER**"), and an NYTC participating member (herein "**CONTRACTOR**") as stated above.

SECTION 1: UNDERTAKINGS AND CONSIDERATIONS

For and in consideration of the covenants, undertakings and conditions herein mentioned it is mutually agreed between the parties hereto that **CONTRACTOR** will perform and **CARRIER** will pay for each service as provided for in the appropriate rate schedules and the Amendments, if any, which constitute an integral part of this contract, at **CONTRACTOR**'s terminal in the Port of New York / New Jersey (herein Terminal) for full and empty containers, and satellite facilities for empty containers to be loaded on or discharged from container vessels owned, chartered, and/or operated by **CARRIER**, or operating in any vessel or space sharing agreement, upon the terms, conditions and provisions herein provided for the **CARRIER'S** Service to the Port of New York/New Jersey.

- 1. The regular or normal working day for both stevedoring and terminal operations shall consist of eight (8) hours from 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m., and the regular or normal working week shall consist of forty (40) hours made up of five (5) regular or normal working days from Monday through Friday, inclusive, except legal holidays as specified by

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the NYSA-ILA Agreement. Any other time in excess of the regular or normal working hours mentioned shall be considered overtime.

2. All employees or laborers employed in the performance of services under this **AGREEMENT** shall be employees of **CONTRACTOR**, or its subcontractors, at all times and not of the **CARRIER**.

3. Any slot charter arrangements made by **CARRIER** with third party carriers will necessitate a separate stevedoring and terminal agreement with the **CONTRACTOR**.

SECTION 2: STEVEDORING AND TERMINAL SERVICES

Details and rates contained in appropriate rate schedules most recently presented to the **CARRIER** and/or vessel operator.

CONTRACTOR will provide the following services for the vessels carrying **CARRIER**'s containers:

1. Berthing facilities for the container vessels of the **CARRIER** in Port of New York/New Jersey.
2. Container gantry crane or cranes to handle containers and hatch covers of vessels.
3. Labor, yard hustlers and/or straddle carriers to transport containers to and from the yard and vessel.
4. Labor and supervision to perform the stevedoring operations.
5. Clerks to perform clerical functions.
6. Labor for handling of lines for docking and undocking of vessels.
7. The planning and stowage of containers in accordance with prestow instructions of **CARRIER**. Prepare and furnish to **CARRIER** appropriate container stowage plan and related documents, including container weights, refrigerated cargo, hazardous and uncontainerized cargo and exception lists, prior to vessel's departure. Refrigerated cargo and hazardous cargo lists to be provided to the vessel prior to loading such cargo.
8. After work actually begins and the men are thereafter prevented from working through no fault of the **CONTRACTOR**, the entire duration of all gang detention will be charged at the detention rate on a per gang basis.
9. In the case of work interruption caused by the breakdown of one or more cranes there will be no straight time charge to **CARRIER** during that guarantee period. Overtime differential charges, if any, during that guarantee period, are for **CARRIER**'s account. In such case, **CONTRACTOR** reserves the right to discontinue operations until repairs are completed. If **CARRIER** requests standby beyond the guarantee period when the breakdown occurred, all standby costs, both straight time and overtime will be for the account of the **CARRIER**. In any event, all overtime differential charges during the breakdown period or while the vessel is working, are for **CARRIER**'s account.

SECTION 3: LANE AND YARD SERVICE

CONTRACTOR will provide during straight time hours:

1. Labor, supervision, and equipment to perform yard services, and receiving and delivery of loaded and empty containers and chassis through the container lanes.
2. Labor, supervision and scale to weigh export container loads.
3. Labor and supervision to make visual inspection and record condition of containers, chassis and seals, and provide TIR data.
4. **CARRIER** authorizes **CONTRACTOR** to honor manifests, dock receipts, delivery orders or information submitted or electronically transmitted in mutually agreeable formats relating

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to cargo and containers for which **CONTRACTOR** performs service. Import containers shall be electronically freight released by the **CARRIER** or its representative to the **CONTRACTOR** for delivery. **CONTRACTOR** shall screen hazardous cargo documents to assure correctness.

5. Preparation and electronic transmission to **CARRIER** of all documentation incidental to the receipt and delivery of containers and cargo. Documentation shall include daily equipment status report, receiving and delivery records, all retrievable electronically when required by the **CARRIER**. The vessel stowage plan shall be delivered to the vessel upon completion of cargo work. Upon **CARRIER**'s request, **CONTRACTOR** will cooperate with **CARRIER** to provide each with an EDI stow plan in EDifact Baplie 1.5 or 2.0 format.

6. **CARRIER** will limit its receiving of export and empty containers to the first scheduled vessel.

SECTION 4: CONTAINER FREIGHT STATION SERVICE

CFS Services are offered provided **SUB-CONTRACTOR** continues to provide such Services to **CONTRACTOR**. If so, **CONTRACTOR** or **CONTRACTOR**'s sub-contractor will provide the following:

1. All necessary supervision, labor, small forklift trucks, pallets, normal cooping and normal watching service.
2. Transport empty and loaded units to and from sub-contractor's facility.
3. Receive and tally all cargoes and record quantity, weight, cube and exceptions.
4. Load cargo in containers according to dock receipts and unload cargo from containers and place same in CFS, ascertain seal condition and note exceptions as to quantity and condition.
5. Make all shipments available to U.S. Government Agencies as required.
6. Sign dock receipts in the name of the **CARRIER** and as agent for **CARRIER** for cargo received and to secure signatures for cargo delivered to consignees, their agents, servants, employees and carriers with appropriate notations of exceptions.
7. **CARRIER** agrees to reimburse **CONTRACTOR** for chocking, bracing, and carpentry services to secure cargo.

SECTION 5: DEMURRAGE, FREE TIME, TRUCK LOADING

1. Free time and demurrage for import and export full containers and loose cargo shall be governed by the regulations and rates contained in the NYTC Marine Terminal Schedule No.011408 in effect and filed with the Federal Maritime Commission. Resulting charges for demurrage shall be collected and retained by **CONTRACTOR**.

2. All revenues for services provided in connection with the loading and discharging of railroad cars, lighters, barges, scows, and motor truck carriers, and any other service provided in the NYTC Marine Terminal Schedule No. 011408 shall be collected and retained by **CONTRACTOR**.

SECTION 6: WATCHING SERVICE

CONTRACTOR will provide twenty four (24) hours per day of normal watching service, which provides for unarmed personnel.

SECTION 7: OBLIGATIONS OF CARRIER

1. Engage **CONTRACTOR**, as its contractor in the Port of New York/New Jersey area for the performance of any and all of the services enumerated herein in connection with all container stevedoring and terminal services provided for **CARRIER'S** service to the Port of New York/New Jersey.

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2. Promptly remove its vessel from berth, weather permitting, upon request of **CONTRACTOR** if vessel has completed loading and/or discharging and berth is required by **CONTRACTOR**.

3. Before operations commence, provide **CONTRACTOR** with all necessary information, instructions and forms covering vessel and container, including container load plan, loading, discharging, stowage, vessel's trim, reefer temperature control, hazardous containers, condition of containers, cargo requiring special handling and marking, routing, manifests, and billing instructions to enable **CONTRACTOR** to provide efficient and economical service.

4. Submit to **CONTRACTOR** all necessary documents pertaining to the discharge and loading of vessels as soon as possible but in any case not later than three (3) full normal working days prior to arrival of vessel.

5. Also undertake to deliver export FCL containers and documentation at the Terminal not later than one (1) full normal working day and LCL cargo no later than two (2) full normal working days before arrival of vessel.

6. The **CARRIER** will provide hazardous and label cargo lists pursuant to International, Federal and Local regulations and will arrange that such cargoes be delivered to Terminal not more than forty-eight (48) hours prior to arrival of vessel. The **CARRIER** must assure that all hazardous cargo containers are properly placarded in accordance with existing IMCO International Maritime Dangerous Goods Code and/or U.S. Coast Guard regulations. The **CONTRACTOR** will verify the proper placarding in accordance with the above regulations.

7. **CARRIER** agrees to provide three (3) weight categories (light, medium, heavy), as determined by the **CARRIER**, for the receiving and handling of export loads and to stevedore vessels within these weight parameters.

8. **CARRIER** agrees to sign NYSA/ILA Labor Agreement and/or be a member of the United States Maritime Alliance (USMX) for the period covered by this **CONTRACT** and to pay the prevailing tonnage assessments and container royalties which may be due.

9. **CARRIER** agrees to pay all invoices as soon as possible but not later than fifteen (15) calendar days from presentation of invoice. In the event of a discrepancy or dispute of any invoice prepared by the **CONTRACTOR**, the **CARRIER** shall pay the undisputed amount not later than fifteen (15) calendar days from presentation. The **CARRIER** shall bring the disputed amount to the attention of **CONTRACTOR** in writing as soon as noted for clarification or adjustment.

10. **CARRIER** agrees to limit its receiving of empty containers at **CONTRACTOR's** Marine Terminal to only those empties specifically booked for loading to the first scheduled vessel from date of empty container receipt. Empty containers not specifically booked for loading to **CARRIER's** vessel may be received at **CONTRACTOR's** designated satellite facility.

11. **CARRIER** agrees to be a signatory to the prevailing Cooperative Chassis Pool Agreement and to utilize the Co-Op Pool for all business at **CONTRACTOR's** terminal.

SECTION 8: RESPONSIBILITY FOR DAMAGE OR LOSS

1. The **CONTRACTOR** shall be legally liable for loss of or physical damage to the vessels and their equipment and appurtenances as well as chassis and containers and for loss of or physical damage to cargo, including loss of cargo overside, through the negligence of the **CONTRACTOR**, its employees, agents or servants, provided that **CONTRACTOR's** attention is called to such loss or damage as soon as practicable but in case of damage to vessel, such notice must be given prior to vessel's departure. With respect to claims for loss or damage to cargo, the liability of the **CONTRACTOR** will be limited to physical damage or loss caused by the negligence

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of the **CONTRACTOR**, its employees, agents or servants and to such claims that result from fraud or breach of trust on the part of employees, agents or servants of the **CONTRACTOR** engaged in the delivery, receiving and watching of such cargo.

2. Containers furnished by the **CARRIER** for loading and/or unloading will be sound, watertight, seaworthy and in compliance with all legal and statutory safety standards, so that **CONTRACTOR** may safely use small forklifts inside the containers while mounted on chassis to perform the vanning and devanning operations. All containers to be hoisted and including hatch covers must have **ISO** fittings. The **CARRIER** agrees to inspect the stowage of containers to ensure adequacy of stowage prior to the vessel's departure.

3. It is mutually agreed that the **CONTRACTOR** will not be responsible for:

- a) Claims due to spoilage to perishable goods carried in containers, unless the **CONTRACTOR** failed to render the services customarily required for such cargo, under proper information from the **CARRIER**.
- b) Loss of or damage to containers and/or cargo where it is found that the container is damaged, has holes, sprung doors, broken seals or locking devices, unless such damages to container are caused by the **CONTRACTOR**.
- c) Loss of or damage to cargo in containers found upon discharge not to have been properly blocked, chocked and secured.
- d) Clerical errors or omissions in the dispatch of the cargo.

4. The **CARRIER** agrees to set forth its Bill of Lading a provision which will effectively make available to the **CONTRACTOR** all rights, protections and limitations of liability available to the **CARRIER** under the Carriage of Goods by Sea Act (COGSA) of the United States including but not limited to the \$500 package limitation. The **CARRIER's** Bill of Lading shall contain a proper "Custody Clause" (Period of Responsibility Clause) which will protect the **CARRIER/CONTRACTOR** from the time the goods are received at the port of loading until delivered at the port of discharge.

It is expressly agreed by the **CARRIER** that should such Bill of Lading provisions not extend the application of the COGSA defenses to the **CONTRACTOR**, the **CARRIER** will indemnify **CONTRACTOR** for those sums that it is liable for over and above the limitation of liability defenses.

When **CARRIER** accepts cargo on an ad valorem basis, the **CONTRACTOR** shall not be responsible for increased liability unless **CARRIER** gives written notice in advance to the **CONTRACTOR** in sufficient time for the **CONTRACTOR** to provide special handling and/or supervision; and extra charges therefore shall be agreed upon between the parties at the time such notice is given. Such notice shall include a description of the quantity, nature and location of the goods.

SECTION 9: INSURANCE

The **CONTRACTOR** shall maintain insurance coverage and furnish to the **CARRIER** certificates of insurance as set forth below:

1. Workmen's Compensation Insurance for its employees as required by applicable Federal and State Laws.
2. Comprehensive General Liability Insurance in the amount of \$10,000,000 for bodily injury.

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3. Liability Insurance for loss of or physical damage to vessels, chassis, containers and cargo in the amount of \$10,000,000.

4. Whenever **CARRIER** through its agents, employees or servants invite or permit persons who are not employees of the **CARRIER** to enter Terminal premises or board vessels at the Terminal, the **CARRIER** agrees to defend, indemnify and hold harmless the **CONTRACTOR** from and against any and all claims, demands, actions, suits, proceeding costs, expenses, damages and liability, including attorney's fees, arising out of, connected with or resulting from said persons being permitted on the Terminal premises or on board vessels.

CARRIER shall maintain insurance coverage and furnish to the **CONTRACTOR** certificates of insurance as set forth below:

1. Workman's Compensation Insurance for its employees as required by applicable Federal and State Laws.
2. Comprehensive General Liability Insurance in the amount of \$20,000,000 for bodily injury with an endorsement for terrorism.
3. Liability Insurance for loss of or physical damage to property in the amount of \$20,000,000 with an endorsement for terrorism.

SECTION 10: FORCE MAJEURE

Should unusual conditions occur, including without any negligence or fault of the **CONTRACTOR**, including without limitation, damage or destruction to premises or facilities, including vessels or containers, by fire, flood, riot, earthquakes, tidal wave, explosion, Acts of God, the public enemy or other casualty, or should the operation by the **CONTRACTOR** be suspended, abated, prevented, or impaired by reason of war, war-like operations, seizure, marine casualty, Governmental decree of regulation, strikes or other labor disputes, lockout or other work stoppage or by reason of any other condition beyond the control of **CONTRACTOR** or vessel so as to render the Terminal wholly or partially untenable or unfit for use or so as to make it impractical for the vessel or **CONTRACTOR** to make reasonable or full use thereof, then **CONTRACTOR** may suspend or reduce services without responsibility for any claim by vessel or others arising out of such service suspension or reduction. Under such circumstances, **CARRIER** will have the right to operate at a terminal other than **CONTRACTOR's** terminal.

SECTION 11: OVERTIME AND MEAL HOUR

Overtime and meal hour time in the CFS, CY, Lanes and related outside depots when worked at the specific request and authorization of the **CARRIER** in writing, will be charged and paid at the rates set forth in the appropriate rate schedule. Vessel overtime, ILA deadtime in overtime or Meal Hour, will be paid at rates set forth in the appropriate rate schedule.

SECTION 12: EXTRA LABOR

Whenever **CONTRACTOR** is requested in writing by the **CARRIER** to supply extra labor and/or equipment, charges will be made as provided in the appropriate rate schedules.

SECTION 13: PENALTY WAGES FOR THE HANDLING OF DISTRESSED CARGO

Whenever penalty wages are to be paid pursuant to the provisions of the NYS/ILA Agreement, such additional penalty costs shall be charged to the **CARRIER** in addition to the applicable rates together with the costs of protective accessories, gear and equipment.

SECTION 14: ADJUSTMENTS

The composite increase or decrease in labor elements such as fringe benefits, payroll related items, assessments, taxes and insurance, coupled with non-labor elements governed by changes in

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the annual Consumer Price Index (CPI) shall provide the basis for the yearly adjustment effective each October 1st to all rates.

Seventy percent (70%) of the container rate shall be subject to a labor cost increase or decrease. The remaining thirty percent (30%) of the container rate shall be subject to adjustment as per CPI Northeast Region as published annually by the U.S. Department of Labor.

All other rates shall be subject to an increase or decrease of one hundred percent (100%) of the combined net effect of the percentage between labor and non labor costs.

In the event of an increase in such wages or changes in present longshore labor, or working conditions, or changes in operational cost factors, the rates specified in the attached schedules will be proportionately increased retroactively to the effective date of such increase

SECTION 15: SAFETY REGISTERS AND CERTIFICATES

It is expressly understood that in the event any vessel fails to comply with the provisions of Public Law 91-596 or fails to have on board any other certificates required by law, all charges and penalties arising out of such failure shall be for the account of the **CARRIER**.

SECTION 16: ROADABILITY REPAIRS AND MAINTENANCE AND REPAIRS

CARRIER agrees to engage **CONTRACTOR** or approved subcontractor for all roadability repairs performed at the terminal upon **CARRIER**'s containers and chassis, as per terms, conditions and rates mutually agreed upon. **CARRIER** further agrees that it will engage only **CONTRACTOR** or approved subcontractor at **CARRIER**'S direction for any other repairs or maintenance performed at **CONTRACTOR**'S terminal.

SECTION 17: TERMINAL PREMISES RULES AND REGULATIONS

To ensure safety and security **CONTRACTOR** has promulgated regulations governing persons and equipment on the Terminal and the **CARRIER** agrees to cooperate in enforcing such regulations with respect to its agents, employees, servants, contractors, guests and invitees.

SECTION 18: PERIOD OF AGREEMENT

This **AGREEMENT** is effective with the receiving of the first cargo for carrier's vessel or prior to ordering any labor for carrier's vessel and will remain in full force until a separate agreement with the carrier has been fully executed by all parties.

SECTION 19: TERMINAL SECURITY

In the event Governmental authorities impose security or other conditions which result in increased costs for the **CONTRACTOR**, **CARRIER** will not unreasonably withhold approval of security related surcharges, if any.

SECTION 20: CHOICE OF LAW AND FORUM SELECTION

Any dispute arising under and in connection with this Stevedoring and Terminal Agreement shall be governed by the laws of the State of New Jersey and/or New York and determined by the location of the terminal and in courts located therein both State and Federal. The **CARRIER** states that it is not its intention to bind **CONTRACTOR** to the forum selection clause in any of its bills of lading pursuant to cargo which moves through **CONTRACTOR**'S marine terminal.

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SECTION 21: NOTICES

Notices by either party to the other, pursuant to this **AGREEMENT** shall be in writing and directed to the following respective addresses, or such addresses as the parties may from time to time designate:

NOTICE TO CARRIERS:

**U.S. HEADQUARTERS
of CARRIER or
Designated Agent**

NOTICE TO CONTRACTOR:

**RED HOOK CONTAINER
TERMINAL, LLC
138 MARSH STREET
PORT NEWARK, NJ 07114**

OR

**GLOBAL TERMINAL & CONTAINER
SERVICES, INC.
302 PORT JERSEY BLVD.
JERSEY CITY, N.J. 07305**

OR

**NEW YORK CONTAINER TERMINAL
300 WESTERN AVENUE
STATEN ISLAND, N.Y. 10303**

OR

**PORT NEWARK CONTAINER TERMINAL
241 CALCUTTA STREET
PORT NEWARK, N.J. 07114**

OR

**UNIVERSAL MARITIME SERVICE CORP.
5080 MCLESTER STREET
PORT ELIZABETH, NJ 07207
cc: APM TERMINALS NORTH AMERICA
1000 APM TERMINALS BLVD.
PORTSMOUTH, VA 23703**