

TERMINAL SERVICES TARIFF

FOR

DP WORLD VANCOUVER

PORT OF VANCOUVER

**INCLUDING VANCOUVER FRASER PORT AUTHORITY
FEE DOCUMENT
INCORPORATED BY REFERENCE**

EFFECTIVE: JULY 1, 2011

Information regarding this section, services, regulations and charges may be obtained at the following address:

DP WORLD (CANADA) INC.
Trading as: DP WORLD VANCOUVER
777 Centennial Road
Vancouver, B.C.
V6A 1A3

Telephone: 604-255-5151

"NOTICE"

Take notice that the terms and conditions of this tariff contain provisions limiting and/or excluding liability on the part of DP World (Canada) Inc. and Vancouver Fraser Port Authority. (See Definitions, Terms and Conditions and, in particular, Limitation and Exclusion of Liability.)

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

INTRODUCTION

Effective: April 1, 2011

1. PREFACE AND BASIC TERMS

1100

Short Title

This Tariff may be cited as the "Terminal Services Tariff," and is generally referred to as the "tariff."

1110

Publication

This Terminal Services Tariff is published by DP World (Canada) Inc. with the approval of Vancouver Fraser Port Authority and incorporates the provisions of the Vancouver Fraser Port Authority Fee Document for wharfage and berthage charges.

1120

Notice to Public

This Terminal Services Tariff is notice that the rates, charges, terms, conditions, rules, regulations and definitions contained herein apply to all users of and vessels including their owner and operators, cargo, goods and traffic at DP World Vancouver without specific notice, quotation or prior arrangement. Where there is a direct conflict between this tariff and Vancouver Fraser Port Authority Fee Document, the Fee Document shall apply but only to the extent of such conflict.

DP World (Canada) Inc. provides terminal services at DP World Vancouver to the users thereof, subject to all of the terms, conditions, rules, regulations and definitions of this tariff, which shall govern the relationship between DP World (Canada) Inc. and such users.

Vancouver Fraser Port Authority provides wharfage and berthage at DP World Vancouver, subject to all of the terms and conditions of Vancouver Fraser Port Authority Fee Document.

The use of the terminals, docks, wharves, facilities and services at DP World Vancouver shall be deemed complete acceptance of this tariff and Fee Document and any revisions or supplements thereto.

DP World (Canada) Inc. reserves the right to furnish all equipment, supplies and materials and to perform all services in connection with the operation of DP World Vancouver, upon and subject to the rates, charges, terms, conditions, rules and regulations contained in this tariff.

1140

Limitation and Exclusion of Liability

Take notice that the terms and conditions of this tariff contain provisions limiting and/or excluding liability on the part of DP World (Canada) Inc. and Vancouver Fraser Port Authority. (See Definitions, Terms and Conditions and, in particular, Limitation and Exclusion of Liability.)

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

INTRODUCTION

Effective: July 1, 2011

1. PREFACE AND BASIC TERMS (Cont.)

1150

Charges

Charges for terminal services shall not exceed the rates published in this tariff.

All charges herein, when not absorbed by the ocean carrier, are for the account of the owner, shipper or consignee of the cargo, unless otherwise specified.

All charges quoted herein are in Canadian dollars and based on performing the work during straight time operating periods.

1160

Effective Date and Changes

This tariff and all rates, charges, terms, conditions, rules and regulations contained therein shall apply at DP World Vancouver. This tariff shall be subject to change without specific notice and such changes will be effective from the date specified.

This tariff is issued in loose-leaf form and all revisions, as approved by Vancouver Fraser Port Authority, will be made by reprinting an entire page. Each revised page will bear a revised page number and the effective date.

1170

Item Numbers

Numbers in brackets refer to item numbers in this tariff.

2. CURRENT PAGES

1200

The following is a list of all current pages in this tariff.

Page No.: 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Revision: 6 33 1 6 30 24 16 10 15 10 9 13 26 28 30 9 9 6 5 2 1 4 3 3 5 5 3

Page No.: 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46

Revision: 1 1 2 2 5 3 2 5 5 5 3 4 4 3 4 4 4 0

Note: "0" = Original Page; "1" = 1st Revision; "2" = 2nd Revision; etc.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

INTRODUCTION

Effective: April 1, 2006

3. CONVERSION FACTORS

1250	Meter	= 3.2808 feet
	Kilogram	= 2.2046 pounds
	Litre	= 0.2200 gallons (0.2642 U.S. gallons)
	Metric tonne	= 1000.0 kilograms
		= 2204.6 pounds
		= 1.1023 short tons (2000 pounds)
		= 0.9842 long tons (2240 pounds)
	Cubic meter	= 1000.0 litres
		= 35.315 cubic feet
		= 0.8830 measurement tons (40 cubic feet)
		= 0.4238 Mfbm (thousands of board feet)
		= 220.0 gallons (Imperial)
		= 27.50 bushels (Imperial)
		= 6.290 barrels (42 U.S. gallons)
	Mfbm	= 1000 board feet of lumber (12"x 12" x 1")
	Mscr	= 1000 board feet of logs, as determined by "Scribner" scale

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

TERMINAL CHARGES

Effective: May 1, 2011

1. INDEX OF CARGO AND CHARGES **CARGO INDEX**

2020	All cargoes, N.O.S.	2020	N.O.S., all cargoes
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CHARGES INDEX

1690	After Hours Gate Fee	3000	Direct transfer	1665	Rail Car Reefer Cabling
1300	Berthage	3230	Equipment rental	1660	Reefer Rail Supplement
2000	Break-bulk handling	1680	Export change of status Charge	3500	Security
2000	Cargo handling	3550	Fuel Surcharge	1540	Standby
1610	Container handling, loaded	1630	Gate charge	2000	Stuffing
1612	Container handling, empty	3300	Labour rates	3600	Taxes
1600	Container operations	2000	Loading	2000	Unloading
1700	Container services	3130	Minimum charges	1640	Vessel Container Repositioning
1800	Container storage, empty	3400	Miscellaneous services, cargo	1330	Vessel lines
3200	Crane rental	1500	Misc. services, vessel	1670	Wasted Truck Gate Appoints.
3100	Demurrage	3300	Overtime rates	2000	Wharfage
2000	Destuffing			1620	Yard rehandling

Note: DP World Vancouver reserves the right to designate the classification of commodities not set out in this index.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item **TERMINAL CHARGES** **Effective: July 1, 2011**

2. VESSELS

1300	<u>Berthage</u> (4500)	<u>Unit</u>	<u>Rate</u>												
1310	Coastal vessels operating between B.C. Ports (other than passenger vessels):														
1311	- Per hour, or part thereof, per meter	hr/m	\$ 0.11												
1312	- Minimum charge for such vessels	Total	70.00												
1320	Vessels other than those above:														
1321	- Per hour, or part thereof, per meter during work periods	hr/m	0.408												
1322	- Per hour, or part thereof, per meter during non-working periods	hr/m	0.15												
1323	- Minimum charge for such vessels	Total	300.00												
1330	<u>Handling Vessel Lines</u> (4700)														
		<table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>A</u></td> <td style="text-align: center;"><u>B</u></td> <td style="text-align: center;"><u>C</u></td> <td style="text-align: center;"><u>D</u></td> <td style="text-align: center;"><u>E</u></td> <td style="text-align: center;"><u>F</u></td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </table>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	\$	\$	\$	\$	\$	\$	
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>										
\$	\$	\$	\$	\$	\$										
	- Tying up	1,513.00	1,876.00	1,903.00	2,349.00	2,349.00	2,907.00								
	- Letting go	1011.00	1,252.00	1,271.00	1,568.00	1,568.00	1,939.00								

A = Monday – Friday 0800 – 1630 Hrs.

B = Monday – Friday 1630 – 0800 Hrs.

C = Saturday – 0800 – 1630 Hrs.

D = Saturday – 0100 – 0800 Hrs., 1630 – 0800 Hrs.

E = Sunday – All Shifts

F = General Holidays – All Shifts

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	TERMINAL CHARGES	Effective: January 1, 2008	
<u>2. VESSELS (Cont.)</u>			
1500	<u>Miscellaneous Services</u>	<u>Unit</u>	<u>Rate</u>
1530	Redocumentation (5710)	Per Invoice	\$70.00
1540	Standby (7030)	N/A	M/E
1560	Water connection (5730)		
	Installation – 100' hose		\$ 150.00
	Additional hose, per 50' length		\$ 30.00
1570	Water	M.T.	\$3.50
1580	Services not otherwise specified	By arrangement	M/E
1590	Chassis storage (5320)		By arrangement
1595	Service & Facility Charge (4800)	Per day or part thereof	\$1000.00
	Refundable Clean-up Deposit		By arrangement
	Security Charges		By arrangement

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	TERMINAL CHARGES	Effective: May 1, 2011
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3. CONTAINERS

		<u>Unit</u>	<u>Rate</u>
1600	<u>Container Operations</u>		
1610	Loaded Container Handling (5010)	Per container	
		Truck	\$300.00
		Rail Car	\$375.00
1612	Empty Container Handling (5020)	Per container	
		Truck	\$300.00
		Rail Car	\$375.00
1620	Yard Rehandling (5030)	Per container	\$ 70.00
1630	Gate Charge (5040)	Per container	
		Truck	\$ 70.00
		Rail Car	\$145.00
1640	Vessel Container repositioning	Per container / move	\$150.00
1660	Reefer Rail Supplement (5170)	Per container	\$ 50.00
1665	Rail Car Reefer Cabling (5180)		
	- Unloading	Per move	\$ 75.00
	- Loading	Per move	\$150.00
1680	Export Change of Status Charge (6520) (includes all necessary yard rehandles)	Per container	\$175.00
1690	After Hours Gate Fee (5100)	Per container	\$260.22

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	TERMINAL CHARGES		Effective: January 1, 2008
<u>3. CONTAINERS (Cont.)</u>			
1700	<u>Container Services</u> (5400)		
1710	Plugging/unplugging refrigerated containers (5410)	Each time performed	\$ 25.00
1720	Container monitoring	Calendar day or part	\$ 13.50
1730	Electric power for refrigerated containers (5420)	Calendar day or part	\$ 13.50
1740	Sweep or vacuum containers (5435) Space permitting	20 ft. container	By arrangement
		40 ft. container	By arrangement
1750	Steam clean or chemical wash containers (5435) Space permitting	20 ft. container	By arrangement
		40 ft. container	By arrangement
1760	Application / Removal of placard	Per container	\$ 60.00
1770	Supply of placards	Per placard	\$ 10.00
1800	<u>Container Storage</u> (5440)		
1810	Empty container not part of throughput daily storage charges		TEU per day
	-	Including day of receipt and delivery	\$100.00

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item **TERMINAL CHARGES** **Effective: May 1, 2011**

4. CARGO

2000 Wharfage (6000), stuffing/destuffing containers (5500), handling of break-bulk cargo (5510) and loading/unloading cargo to/from inland carriers (5520). For goods unloaded or loaded overside, directly to/from scows, barges or the water, wharfage is charged at one half of the published rates. Loading/unloading is of two possible types:

A = Cargo requiring both labour and equipment, but excluding blocking and bracing;
B = Cargo handled by fully mechanized means (forklift).

2010	Containerized cargo wharfage charges (excludes empty containers).	<u>Unit</u>	<u>Rate</u>
	Import Containers	TEU	\$35.90
	Export Containers	TEU	\$25.60
2011	Non-containerized cargo wharfage charges:		
	Lumber	Mfbm	\$ 2.51
	Wood pulp	W	\$ 2.21
	All Cargoes – N.O.S.	W	\$ 2.32
	Minimum charge per Bill of Lading	Each	\$ 1.90

		<u>Unit</u>	<u>Stuff/ Destuff</u>	<u>Break Bulk Handling</u>	<u>Load / Unload</u>	
			\$	\$	A	B
					\$	\$
2020	All Cargoes, N.O.S.:					
2021	- N.O.S. (weight) - loose	W	50.00	50.00	65.00	35.00
2022	- unitized		40.00	40.00	50.00	35.00
2023	- N.O.S. (measure) - loose	M	45.00	45.00	55.00	30.00
2024	- unitized		35.00	35.00	40.00	30.00

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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	TERMINAL CHARGES	Effective: April 1, 2009	
<u>5. DIRECT TRANSFER</u>			
		<u>Unit</u>	<u>Rate</u> \$
3000	<u>Direct Transfer</u> (5530) – all cargoes, inward/outward		
3010	Between vessel and inland carrier:		
	(i) inward goods from vessel	Max of Tonne W or M	25.00
	(ii) outward goods to vessel	Max of Tonne W or M	25.00
3020	Between vessel and barges, scows or water:		
	(i) inward goods to barges, scows or the water		
	a) all goods, N.O.S.	Max of Tonne W or M	25.00
	(ii) outward goods from barges, scows or the water		
	a) all goods, N.O.S.	Max of Tonne W or M	25.00
<u>6. DEMURRAGE</u>			
		<u>Unit</u>	<u>Rate</u> \$
3100	<u>Demurrage:</u> (6500)		
3110	Import Containers including empty imports and CBSA.	TEU / day	
	- First five calendar days following free time including day of delivery	(including part days)	100.00
	- Thereafter		200.00
3115	Export Containers including empty exports.		
	- Received ex Rail – First seven calendar days following free time including day of receipt.	TEU / day (including part days)	35.00
	- Thereafter		90.00
	- Received ex Truck – First seven calendar days following free time including day of receipt.	TEU / day (including part days)	35.00
	- Thereafter		90.00
3120	All cargoes (excluding goods in containers), N.O.S.	Max of Tonne W or M	10.00
3130	Minimum charge per Bill of Lading	Per Day	100.00

Note: The charges under this section are subject to the minimum invoicing fee under section 7235.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

TERMINAL CHARGES

Effective: May 1, 2011

7. EQUIPMENT RENTAL

		<u>Unit</u>	<u>Rate</u> \$
3200	Container Crane (5200), excluding operators - Minimum charge – four (4) hours	Hour	577.66
3230	Terminal Equipment		
3231	- Lift Trucks Under 3,629 kg	Hour	50.45
3232	- Lift Trucks 3,629 kg to 4,536 kg	Hour	57.23
3233	- Lift Trucks 4,536 kg to 7,258 kg	Hour	102.75
3234	- Lift Trucks 7,258 kg to 13,688 kg	Hour	145.69
3235	- Lift Trucks Over 13,688 kg	Hour	180.87
3236	- Tractor	Hour	29.19
3237	- Trailer Twin 20 Container	Hour	9.33
3238	- Trailer 53 foot container	Hour	12.82
3239	- Trailer Container	Hour	8.54
3240	- Trailer Breakbulk	Hour	9.41
3241	- Rubber Tyre Gantry (min. charge of 4 hours)	Hour	300.00

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	TERMINAL CHARGES	Effective: July 1, 2009
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8. MAN-HOUR RATES

3300 **Straight Time and Shift Differentials**

		<u>Straight Time</u>			<u>Shift Differentials</u>			
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
		\$	\$	\$	\$	\$	\$	\$
3301	Head Foreman	102.20	117.53	21.18	22.74	45.15	48.52	79.25
3302	Foreman	99.62	114.56	19.98	21.51	42.70	46.08	76.81
3303	Longshoreman #1	65.71	75.57	15.09	16.25	32.27	34.83	58.05
3304	Longshoreman #2	64.48	74.15	15.09	16.25	32.27	34.83	58.05
3305	Longshoreman #3	63.91	73.50	15.09	16.25	32.27	34.83	58.05
3306	Longshoreman #4	63.65	73.20	15.09	16.25	32.27	34.83	58.05
3307	Longshoreman - Basic	62.84	72.27	15.09	16.25	32.27	34.83	58.05

A = Delay Rates

B = Extra Labour – Cost Plus (i.e., normal charge-out rate).

C = Monday – Friday 1630 – 0100 Hrs.

D = Saturday 0800 – 1630 Hrs.

E = Monday – Friday 0100 – 0800 Hrs.

F = Saturday 1630 – 0800 Hrs.; Sunday All Shifts.

G = General Holidays All Shifts

#1 = Tradesman (certified).

#2 = Dock Gantry Driver, Locomotive Engineer, Head Checker, Straddle Carrier Operator, Bulk Operator, Hatch Tender, Container Freight Station (CFS) Operations, Re-Load Operations, Container Heavy Lift Truck Driver (15,000 lb. & up, Top Pick, Side Handler, Reach Stacker).

#3 = Switchman, Paperman, Ship and Dock Mobile Equipment Operator (other than in classification 2 or 4), Lead Hand, Tradesman (uncertified).

#4 = Lift Truck Operator (14,000 lb. and under), Checker, Truck Driver (air brake certificate).

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	TERMINAL CHARGES	Effective: July 1, 2011
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8. MAN-HOUR RATES (Cont.)

3320	<u>Shift Extensions and Meal Hour Penalty Differentials</u>									
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
		\$	\$	\$	\$	\$	\$	\$	\$	\$
3321	Head Foreman	39.62	79.25	71.40	73.74	107.35	112.42	124.73	158.52	
3322	Foreman	38.41	76.81	68.36	70.67	102.47	107.53	119.84	153.63	
3323	Longshoreman	29.01	58.05	51.66	53.39	77.44	81.28	90.55	116.09	32.27

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- A = Monday – Friday 0800 – 1630 Hrs.; 1 hr. shift extension and ½ hour meal penalty
 - B = Monday – Friday 0800 – 1630 Hrs.; 3 hr. min. – 4 hr. max shift extension
 - C = Monday – Friday 1630 – 0100 Hrs.; All shift extensions and ½ hr. meal penalty
 - D = Saturday 0800 – 1630 Hrs.; 1 hr. shift extension and ½ hr. meal penalty
 - E = Monday – Friday 0100 – 0800 Hrs.; All shift extensions and ½ hr. meal penalty
 - F = Saturday 1630 – 0800 Hrs.; Sunday All shifts; All shift extensions and ½ hr. meal penalty
 - G = Saturday 0800 – 1630 Hrs.; 3 hr. min. – 4 hr. max shift extension
 - H = General Holidays – All shifts; All shift extensions and ½ hr. meal penalty
 - I = Monday – Friday Dayshift; 0600 start to 0800

For longshore extensions in excess of 1 hour a meal allowance of \$15.00 is also charged.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	TERMINAL CHARGES	Effective: May 1, 2011	
<u>9. MISCELLANEOUS SERVICES</u>			
		<u>Unit</u>	<u>Rate</u>
3400	<u>Cargo Services</u>		
3401	- Boarding (5610)	N/A	M/E
3402	- Bracing (5620)	N/A	M/E
3403	- Covering (5630)	N/A	M/E
3404	- Labelling, stencilling (5660, 5670)	N/A	M/E
3405	- Palletizing (5640)	N/A	M/E
3407	Weighing on truck scales (5690)	Per scale ticket	\$50.00
3440	<u>Dangerous and Hazardous Cargo</u> (6400)		
	- Extra services required in handling (6410)	N/A	M/E
	- Dangerous goods surcharge (6430)	Per container	\$100.00
3500	<u>Security:</u> (7340)		
3501	Container Security Surcharge	Laden TEU	\$3.48
3550	<u>Fuel Surcharge</u> (7350)	Per Container	
3551	- Crude price between \$100.01 - \$115.00	Full MT	\$2.80 \$1.65
	- Crude price between \$115.01 - \$130.00	Full MT	\$4.00 \$2.40
	- Crude price between \$130.01 - \$145.00	Full MT	\$5.20 \$3.10
	- Crude price between \$145.01 - \$160.00	Full MT	\$6.40 \$3.85
<u>10. TAXES</u>			
		<u>Unit</u>	<u>Rate</u>
3600	<u>Taxes:</u> (7205)		\$
3601	Sales Tax	N/A	By Law

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS		Effective: May 1, 2011
<u>1. GENERAL INDEX</u>			
4240	Abbreviations	1200	Current pages
4630	Accompanying article charge	6400	Dangerous substances
5100	After Hours Gate Fee	6510	Demurrage
4105	Authority	5500	Destuffing
4110	Authority property	5530	Direct Transfer
4500	Berthage	5650	Distribution
5610	Boarding	4230	Dock Apron
5620	Blocking and bracing	6300	Documentation
5510	Break-bulk handling	7050	Double Shifting
4241	CFS	5450	Empty container storage
4242	CY	7000	Equipment rental
7220	Calculation of charges	6400	Explosives
6050	Cargo Received/Delivered	7040	Foreman Turnaround
4220	Cargo and goods	4150	Free time
4005	DP World (Canada) Inc.	6520	Free time, ERD, ECS & Demurrage
4010	DP World Vancouver	7350	Fuel Surcharge
7200	Charges generally	5040	Gate charge
5340	Chassis reporting charge	4700	Handling vessel lines
5330	Chassis roadability check	5510	Handling, break-bulk
4300	Collection of ocean charges	5020	Handling, empty containers
4115	Collective Agreement	5010	Handling, loaded containers
4120	Container	4215	Hirer
4135	Containerized cargo	4210	Inland carrier
4125	Container crane	4000	Interpretation of terminology
5200	Container crane	5670	Labelling
4130	Container freight station	7400	Limitation and exclusion of liability
5020	Container handling, empty	5520	Loading
5010	Container handling, loaded	4243	M
5000	Container operations	4244	M/E
7340	Container Security Surcharge	4155	Main mark
5400	Container services	7000	Man-hour rates
5440	Container storage	7245	Material supplied
4140	Container storage area	7235	Minimum billing charge
4145	Container yard	7010	Minimum labour hours
5630	Covering		
			5600 Miscellaneous services
			4245 N.O.S.
			4165 Overtime
			7020 Overtime
			4170 Owner of vessel or cargo
			5640 Palletizing
			7210 Payment of charges
			1100 Preface
			5180 Rail Reefer Cabling
			5710 Redocumentation
			5170 Reefer Rail Supplement
			6200 Refrigerated goods
			6100 Removal of goods
			4800 Service & Facility Charge
			4225 Shipment
			7030 Standby
			5660 Stencilling
			4185 Straight time
			5500 Stuffing
			7205 Taxes
			4246 TEU
			4190 Tonne
			4195 Truck chassis
			4200 Unitized goods
			5520 Unloading
			4700 Vessel lines
			7550 Vessel Liability
			7500 Vessel Security
			4247 W
			5730 Water connection
			5690 Weighing
			6000 Wharfage
			6030 Wharfage overside
			5030 Yard rehandling

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: May 1, 20011

2. DEFINITIONS

4000 **Interpretation**

In this tariff:

- 4005 DP World Vancouver means DP World (Canada) Inc., the party providing terminal services at DP World Vancouver and includes the officers, employees, servants and agents of DP World (Canada) Inc.
- 4010 DP World Vancouver operates at Centennial Terminal located at the foot of Heatley Street, Vancouver.
- 4105 Authority means Vancouver Fraser Port Authority trading as Port Metro Vancouver.
- 4110 Authority Property means those facilities which are owned, administered or operated by the Authority and to which both this Terminal Services Tariff and the Vancouver Fraser Port Authority Fee Document: "Vancouver Wharfage and Berthage Tariff" applies.
- 4115 Collective Agreement means an agreement in writing between an employer and an organization of employees that concerns conditions of employment.
- 4120 Container means a container without wheels or chassis that is rigid, reusable, capable of being mounted or dismounted, and that is used by ocean carriers for transportation of goods on board vessels, that conforms to ISO dimensional standards and includes a container that is insulated, refrigerated or dry cargo, or described as flat rack, vehicle rack, liquid tank or open top.
- 4125 Container Crane means a gantry crane used in handling containers at DP World Vancouver.
- 4130 Container Freight Station (CFS) means a location at DP World Vancouver used for stuffing and destuffing containers.
- 4135 Containerized Cargo means cargo that is received in a container for movement between vessels and inland carriers or the CFS. Cargo not in containers is called break-bulk cargo.
- 4140 Container Storage Area means an area of open space provided for storing empty containers in idle status.
- 4145 Container Yard (CY) means an area designated within the terminal where containers which are in transit between vessels and inland carriers or CFS are temporarily held or assembled.
- 4150 Free Time means a period of time during which goods may be left on Authority Property without demurrage charges being incurred either before loading or after unloading a vessel. (See 6500)
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item **DEFINITIONS, TERMS AND CONDITIONS** **Effective: January 1, 2008**

2. DEFINITIONS (Cont.)

- 4155 Main Mark means a mark that distinguishes the goods described in one bill of lading from the goods described in another bill of lading, but does not include package or order numbers, brands or other submarks.
- 4160 Ocean Carrier refers to vessel owners, their agents, employees, or charterers.
- 4165 Overtime means hours of work performed in premium pay periods as defined in a Collective Agreement.
- 4170 Owner includes:
- in the case of a vessel: the agent, charterer by demise or master of the vessel;
 - in the case of cargo: the agent, sender, consignee or bailee of the goods, and the carrier of such goods to, upon, over or from the Authority Property.
- 4185 Straight Time means the hours of work defined in a Collective Agreement as regular straight time hours.
- 4190 Tonne means:
with reference to weight W - one thousand kilograms
with reference to measurement M - one cubic meter
- 4195 Truck Chassis refers to skeletal equipment, flat bed, or other vehicle furnished by an ocean carrier or cargo owner for the transport of its containers.
- 4200 Unitized Goods means goods that are consolidated, banded or otherwise securely held together to form a single shipping unit on a pallet or skid in order to facilitate mechanical handling, and that remain intact until removed from Authority Property.
- 4205 Vessel means any steamship, scow, barge or other watercraft that is presented for berthing. Reference to the vessel includes, without exception, its owner, charterer, agent, operator and employees.
- 4210 Inland Carrier means railroad, truck line, cartage company, private carrier or inland waterway carrier including barges and scows, that receives or delivers cargo, containers or any other goods by rail car, chassis, other vehicle or inland waterway craft.
- 4215 Hirer means a person who hires a crane or other equipment from DP World Vancouver.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: April 1, 2006
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2. DEFINITIONS (Cont.)

- 4220 Cargo and Goods means all cargo, goods, personal property, effects and movables other than vessels and containers.
- 4225 Shipment means a single quantity of goods tendered on one shipping document at one time from one point of origin by one shipper for one consignee to one point of destination.
- 4230 Dock Apron means the area on DP World Vancouver adjacent to a vessel where cargo or containers are interchanged between the terminal and a vessel.
- 4240 **Abbreviations**
- In this tariff, the following abbreviations are used:
- 4241 CFS means container freight station (4130).
- 4242 CY means container yard (4145).
- 4243 M means that the number of tonnes is calculated by measurement, in cubic meters.
- 4244 M/E means that the charge is based on man-hour rates and charges for equipment rental, as set out in this tariff.
- 4245 N.O.S. means cargo not otherwise specified.
- 4246 TEU means a twenty-foot container or a container unit that is the equivalent of a twenty-foot container.
- 4247 W means that the number of tonnes is calculated by weight, in metric tonnes.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

3. COLLECTION OF OCEAN CHARGES

4300

When requested DP World Vancouver may collect such charges on inward cargo on behalf of the agents, owners or operators of vessels in accordance with the following:

- a) Any charges to be collected for the vessel's account must appear on the original and copies of bills of lading and manifest. DP World Vancouver is not obligated to calculate any charges on behalf of the vessel. Expense bills will read "ocean charges collect \$_____" expressed in Canadian currency. The currency conversion to Canadian funds will be calculated at the currency exchange rate as established by the vessel.
 - b) The collect ocean charges may be paid by the consignee or his agent in either U.S. funds as per the bill of lading or in Canadian funds at the vessel exchange rate. If payment is received in U.S. funds, DP World Vancouver reserves the right to make payment to the ocean carrier in U.S. funds.
 - c) Inbound manifest must be lodged with DP World Vancouver three working days prior to the vessel's arrival to enable DP World Vancouver to prepare expense bills in time for discharge.
 - d) Additional costs incurred in preparing expense bills for manifests received after the period of three days, or for re-billing of Inward shipments on instruction from the ocean carrier will be for the account of the ocean carrier.
 - e) DP World Vancouver will not accept any corrections or adjustments to collect ocean charges after the surrender of the original bill of lading, release of cargo by the ocean carrier, or payment of ocean charges by the consignee or his agent. Such corrections and adjustments will be the responsibility of the ocean carrier to collect directly from the consignee or his agent.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

4. VESSEL CHARGES

4500 **Berthage** (1300)

A charge in respect of a vessel that occupies a berth or is fast to or tied up alongside any other vessel occupying a berth at Authority Property in accordance with Vancouver Port Authority Fee Document.

4510 Berthage is not payable in respect of:

- a) a vessel that, in the opinion of the Authority, is not of a commercial type or design and belongs to Her Majesty or a foreign government;
- b) a tug that is docking or undocking another vessel;
- c) a lighter that is loading or unloading goods to or from any vessel that is paying berthage charges to the Authority;
- d) a barge that is loading at Authority Property goods that have been received from a vessel Authority Property;
- e) a barge that is unloading goods at Authority Property for subsequent reshipment from Authority Property by vessel, if that vessel, tug, lighter or barge is moored at Authority Property with the permission of the Authority;
- f) a vessel that is a passenger vessel that is not subject to berthage charges pursuant to Authority's Fee Schedules.

4520 The Authority shall determine the length of any vessel that does not have a registered length and any length so determined shall be regarded as the length of that vessel for the purposes of berthage.

4530 Where berthage is payable in respect of a vessel, it shall be paid for the period of time commencing when the first line is made fast and terminating when the last line is cast-off.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: January 1, 2008
------	-----------------------------------	----------------------------

4. VESSEL CHARGES (Cont.)

4700 **Handling Vessel Lines** (1330)

4710 The charges published in this tariff are computed on a four-hour basis. Where any line calls exceed four hours, the charge for each extra hour or portion thereof is twenty-five percent of the published charge.

4720 Where more than one vessel is tied up and let go by the same lines crew gang within a four-hour period, the charges otherwise payable in respect of each vessel shall be reduced by thirty percent.

4800 **Service & Facility Charge** (1595)

The charge in respect of a vessel that occupies a berth or is fast to or tied up alongside any other vessel occupying a berth for purposes other than cargo handling by DP World Vancouver (e.g. vessel maintenance, discharge to water, etc.) A signed Release & Indemnity Agreement is necessary for these activities, in addition to the refundable clean-up deposit.

Additional charges for security services to permit controlled access to the terminal or vessel may be payable in addition to the Service & Facility charge.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: May 1, 2011
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5. CONTAINER OPERATIONS

5000	<u>Container Operations</u> (1600)	
5010	<u>Loaded Container Handling</u> (1610) Loaded container handling denotes the (single) movement of a loaded container between dock alongside vessel and inland carrier or CFS. It includes the movement of the container between vessel and place of rest in the container yard; ordinary sorting in the yard; and the movement of the container to/from inland carrier (including loading/unloading), or to/from CFS. It excludes container crane use and vessel stevedoring.	
5020	<u>Empty Container Handling</u> (1612) Empty container handling denotes the (single) movement of an empty container between dock alongside vessel and place of rest in the container yard or container storage area, including ordinary sorting. It excludes the movement of the container to/from the terminal gate and loading/unloading of inland carrier – these services are covered by the gate charge. It also excludes container crane use and vessel stevedoring.	
5030	<u>Yard Rehandling</u> (1620) Yard rehandling covers the extra sorting, stacking or moving of a container in the container yard at the request of the vessel.	
5040	<u>Gate Charge</u> (1630) Gate charge covers the receipt/delivery of a container (generally empty) at the gate, and the unloading/loading of the container from/to the inland carrier at the container yard. It does not apply in the case of loaded container handling (#5010) between vessel and inland carrier. It includes visual inspection of the general external condition of the container, and the giving and taking of equipment interchange receipts (EIR's). Delivery of an empty container will not include opening the container for inspection.	
5060	Where a vessel has approved a stowage plan and stability calculations prepared by DP World Vancouver, that vessel shall be responsible for the stowage of containers on board the vessel and for the stability of the vessel.	
5080	Containers shall be received and spotted in the container yard in accordance with instructions from the ocean carrier. Where instructions are not received or are changed after they are received and rehandling of containers is necessary, a yard rehandling charge shall be payable for each additional movement of the containers.	
5090	Gate charges will be applied to empty container's declared to be a bad order by the receiving truck driver which do not leave the terminal.	
5100	After Hours Gate Fee is a charge on a per container basis for any container received/delivered outside of normal gate operating hours.	

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: January 1, 2008
------	-----------------------------------	----------------------------

5. CONTAINER OPERATIONS (Cont.)

- 5170 Reefer Rail Supplement – A charge to cover the inefficiencies introduced to rail operations by the handling of reefer containers.
- 5180 Rail Reefer Cabling – A charge to the Rail Road for installation or removal of reefer cables & gensets consistent with Transport Canada requirements introduced in 2007.
- 5190 Neither the Authority nor DP World Vancouver will be responsible for damage to containers or contents caused by the weather while in outside storage or in transit on Authority Property.
- 5200 **Container Crane** (3200)
- 5210 The period of hire of a crane excludes the preparation and positioning time at the beginning of the period of hire, and the shut-down time at the end of the period of hire.
- 5220 Where the minimum call-out time for the operators and maintenance crew of a crane, as provided in a collective agreement, exceeds the period of time for which the crane is hired, the hirer shall be charged the cost of labour of the operators and maintenance crew for the minimum time, unless the crane is hired for the excess time by another hirer.
- 5230 Where a crane is used for any period of time for which the operators are entitled to overtime pay, the difference between the straight time costs and the overtime costs for that period shall be charged to the hirer.
- 5240 In making the crane available for hire to the hirer, DP World Vancouver makes no representations or warranties whatsoever as to the condition or fitness of the crane or the competence of the crane operators or any personnel whomsoever involved directly or indirectly in the preparation, position, movement, use, operation or shut-down of the crane, which operators and personnel shall during the preparation, positioning, movement, use, operation and shut-down of the crane be deemed to be the servants of the hirer and the ship's stevedoring company responsible for the discharge or loading of the vessel, under the joint direction and supervision of the hirer and the ship's stevedoring company and not under the direction or supervision of DP World Vancouver.
- 5250 DP World Vancouver shall have no liability whatsoever for any loss, damage or expense, whether involving economic loss, physical loss or damage, or personal injuries or death, arising from or in any way related to the preparation and/or positioning of the crane prior to the beginning of the period of hire, the use or operation of the crane during the period of hire or the shut-down time of the crane following the end of the period of hire. The hirer and the ship's stevedoring company involved in loading or discharging the vessel shall indemnify and hold harmless DP World Vancouver from all claims, demands, causes of action or liability, whether in contract, tort or otherwise, arising from or in any way related to the preparation and/or positioning of the crane prior to the beginning of the period of hire, the use or operation of the crane during the period of hire or the shutdown time of the crane following the end of the period of hire, including but not limited to claims for economic loss, physical loss or damage, or personal injuries or death, together with all expenses and costs of any nature or kind whatsoever arising therefrom.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: January 1, 2008

5. CONTAINER OPERATIONS (Cont.)

- 5260 The hirer and the ship's stevedoring company involved in loading and discharging the vessel shall indemnify and hold harmless DP World Vancouver from any and all loss, damage and expense incurred by DP World Vancouver arising from or in any way related to the preparation and/or positioning of the crane prior to the beginning of the period of hire, the use or operation of the crane during the period of hire or the shut-down time of the crane following the end of the period of hire, which loss, damage and expense shall include but shall not be limited to all physical damage to property of DP World Vancouver or for which DP World Vancouver is responsible, physical damage to the crane, damage to Vancouver Fraser Port Authority property and all economic loss to DP World Vancouver including but not limited to loss of revenue and loss of business. The liability of the hirer and the ship's stevedoring company under this Item 5260 and under Item 5250 shall be joint and several.
- 5270 The provisions of Items 5240, 5250 and 5260 of this tariff shall apply whether or not any damage, loss, expense or claims arise directly or indirectly as a result of the act or omission of DP World Vancouver, its officers, employees, servants or agents or any other person whomsoever for whose conduct or actions DP World Vancouver might otherwise be responsible, even if such act or omission constitutes negligence or willful misconduct. The provisions of Items 5240, 5250, 5260 and 5270 shall apply notwithstanding any other term or condition of this tariff, unless any such provision conflicts directly with the terms or conditions of the Vancouver Fraser Port Authority Fee Document, in which case Fee Document shall apply but only to the extent of any such conflict.
- 5280 Where a hirer requests the use of a crane and, after the crane has been made available, fails to make use of the crane, he shall be liable for all labour costs incurred.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

5. CONTAINER OPERATIONS (Cont.)

5400 **Container Services** (1700)

5410 Plugging/Unplugging (1710) means the service of plugging or unplugging the power cable of mechanical refrigerated containers into/from the electrical service outlets provided, and switching the power supply on/off.

5415 Container monitoring for temperature checks is the service of checking proper temperature levels and operation of containers equipped with refrigeration units at the request of the owner when plugged into DP World Vancouver electrical facilities.

5420 Electric Power (1720) for refrigerated containers means the use of service outlets and electricity and charge shall be imposed for each calendar day or fraction thereof.

5425 DP World Vancouver will exercise reasonable care to provide adequate and continuous electrical power for refrigerated units but does not guarantee same. DP World Vancouver will not be responsible for electrical power failure.

5430 DP World Vancouver shall not be liable for delay or interruption in performing or failing to perform any service to be provided by a crane, whether or not the performance or failure to perform such service arises directly or indirectly as a result of the negligence of DP World Vancouver.

5435 Container Cleaning (1730, 1740) means the clearing and sweeping of dunnage or debris from containers and/or the internal washing or steam cleaning of the container.

5440 **Container Storage** (1800)

5441 Container Storage is the service of providing open or ground space in the container storage area for empty containers in idle status.

5450 Empty containers will be accepted for storage at the terminal only if there is sufficient designated space available to accommodate them.

5460 Containers accepted for storage will be assembled in a block stow configuration separated by owner, size and general type only. Normal retrieval of containers will be on the basis of first container available. Requests to redeliver specific containers which may result in the need to dig within the storage pile will be assessed a container handling charge for each additional container move required.

5470 Storage charges for empty containers are payable from the time of delivery to a container storage area, shall be invoiced each month and shall be calculated according to the number of containers in storage each day of the month covered by the invoice.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

5. CONTAINER OPERATIONS (Cont.)

5480

The reporting of damage to containers on equipment interchange receipts is limited to obvious external damage that can be readily seen by the human eye. Normal wear and tear, such as minor scrapes, dents and bruises which do not interfere with the serviceability of the equipment, and hidden damage which cannot be seen at the time the inspection is made (such as hairline cracks, pin holes, etc.) and the condition of floors and the undercarriage of containers is specifically excluded.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: April 1, 2006
------	-----------------------------------	--------------------------

6. GENERAL CARGO OPERATIONS

5500	<u>Stuffing/Destuffing</u> (2000)	
	Stuffing/Destuffing covers the packing/unpacking of a container. It includes the sealing/unsealing of the container, recording seal numbers and furnishing a load plan of cargo loaded or outturn report of cargo unloaded. Labour and materials which may be required for blocking and bracing are not included.	
5510	<u>Break-Bulk Handling</u> (2000)	
	Break-Bulk handling denotes the (single) movement of cargo (from/to) the end of ship's tackle (to/from) ordinary place of rest on the terminal. It includes sorting of goods according to main mark, and ordinary stacking.	
5520	<u>Loading/Unloading</u> (2000)	
	Loading/Unloading denotes the movement of cargo (from/to) an ordinary place of rest (to/from) railcar, truck or barge. It excludes labour required to place/remove covers, vehicles side assemblies and labour and materials for blocking and bracing. Two basic types of loading/unloading are recognized:	
	<ul style="list-style-type: none">a) Cargo requiring both labour and equipment, but excluding labour and materials for blocking and bracing; and,b) Cargo handled by fully mechanized means (forklift).	
	Heavy lift or special equipment which may be required will be charged as an additional cost.	
5530	<u>Direct Transfer</u> (3000)	
	Direct transfer is the transfer of cargo (from/to) vessel (to/from) open inland carrier or scow (or water) spotted alongside vessel in a single continuous movement without coming to a place of rest on the dock.	
5535	DP World Vancouver reserves the right to refuse direct transfer service of all or parts of a shipment where in the sole opinion of DP World Vancouver normal break-bulk handling operations are sufficient.	
5540	A direct transfer charge (3000) does not include any wharf checking service, but does include:	
	<ul style="list-style-type: none">a) the ordering in and out of the dock of railway cars or motor vehicles as required by instructions from the vessels;b) the positioning of open railway cars; and,c) the discharge of goods to railway cars or open motor vehicles at the convenience of DP World Vancouver.	

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: January 1, 2008
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6. GENERAL CARGO OPERATIONS (Cont.)

- 5550 Where there is a direct transfer of goods to/from a vessel DP World Vancouver will not be responsible for:
- a) verifying the amount, condition, marks or type of goods discharged by the vessel; and,
 - b) delays in loading or unloading due to the position of railway cars, cranes or motor vehicles or lack of equipment.
- 5600 **Miscellaneous Services**
- 5610 Boarding (3401) is a charge assessed for placing cargo on pallets other than those owned by DP World Vancouver.
- 5620 Blocking, bracing and securing services (3402) will be provided at man hour and equipment rates (3200, 3300) plus material supplied (7245). This service is carried out in accordance with the specifications of the inland carrier.
- 5630 Covering (3403) means the service of covering cargo.
- 5640 Palletizing (3405) means assembling goods onto pallets, after time of receipt at ordinary place of rest.
- 5650 Distribution (3420) is a service on inbound goods in respect of:
- sorting of goods within the main mark or other than within the main mark; or,
 - breaking down piles of goods to reach certain marks or specifically numbered packages.
- 5660 Stencilling (3404) means supplying the stencil board, at cost, cutting the stencil and applying it to a package by use of stencil ink or paint.
- 5670 Labelling (3404) means applying a paper label supplied by the shipper to cargo.
- 5690 Weighing (3407) is the service of weighing containers, trucks, chassis, or trailers on truck scales, and includes the issuance of one set of scale tickets with each weigh.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: January 1, 2008

6. GENERAL CARGO OPERATIONS (Cont.)

- 5710 Redocumentation (1530) means re-issuing or making changes to the documentation and/or billing of cargo arising from changes in original manifests, split delivery of shipments, forwarding instructions or services.
- 5730 Water Connection (1560) is the use of coupling, hoses and labour required to provide the service only. This does not include the charge for the water delivered.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

7. CARGO

6000 **Wharfage** (2000)

Wharfage means a charge assessed in accordance with Vancouver Fraser Port Authority Fee Document against all cargo passing through Authority Property, or between vessels when berthed at Authority Property. It means a charge imposed in respect of goods, including goods in containers, that are:

- a) loaded on or unloaded from a vessel;
- b) loaded on or unloaded from a vehicle;
- c) landed from or placed in the water;
- d) trans-shipped overside from vessel to vessel; or,
- e) unloaded overside from vessel to water or loaded from water to vessel.

For items d) and e) above, wharfage is charged at one-half of the published rates.

6005 Wharfage as set out in Item 2010 is payable by the owner of the vessel unless otherwise pre-arranged and agreed to by the Vancouver Fraser Port Authority, and wharfage as set out in Items 2020 – 2260 is payable by the owner of the goods. The Vancouver Fraser Port Authority reserves the right to classify any cargo.

6010 Wharfage shall not be imposed more than once in respect of any goods including containerized cargoes reshipped from a Authority-operated terminal, except goods and containerized cargoes that are:

- a) removed from and later reshipped over Authority-operated terminals; or,
- b) reshipped over Authority-operated terminals after alteration in form or composition on Authority-operated terminals.

6020 Wharfage shall not be imposed in respect of:

- a) ship's stores and bunker fuel used solely for a vessel that is loading or unloading goods or paying berthage in respect of Authority Property where the Authority or DP World Vancouver does not issue a receipt for the stores and fuel; or,
- b) repair materials, lining or ballast delivered to and for the sole use of a vessel loading or unloading goods or paying berthage in respect of Authority property.

6030 Where goods are transshipped overside from vessel to vessel, unloaded overside from vessel to water or loaded from water to vessel, wharfage on those goods shall be charged at half the published rates.

6035 For purposes of this section 6000 and section 2010 a 20-foot container is any "container" measuring less than 40 feet in length. A 40-foot container is any "container" measuring at least 40 feet in length but less than 45ft and 45ft container is any "container" measuring 45ft. in length or more.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

7. CARGO (Cont.)

6050 **Cargo Received or Delivered**

6060 Cargo is received for shipment when dock receipt or other document approved or issued by DP World Vancouver has been accomplished. Cargo is delivered when delivery order or other document approved by DP World Vancouver has been accomplished. Cargo received in or on DP World Vancouver awaiting to vessel or inland carrier is in transit until other specific arrangements for its care and custody are made by the cargo owner and vessel or inland carrier with DP World Vancouver. Notwithstanding terms of sale and other considerations or agreements, cargo in transit in or on DP World Vancouver is under control of the vessel involved and subject to the terms and conditions of its Bill of Lading or Contract of Affreightment issued until loaded on board, released by accomplishment of delivery or released to and accepted by DP World Vancouver for other custody. In the event of any claim made against DP World Vancouver for damage to, loss or destruction of cargo, DP World Vancouver will, notwithstanding the provisions of this Item 6060, have the benefit of any provisions of this tariff by which the liability of DP World Vancouver is excluded or limited.

6070 **Redelivery and Transshipment Cargo**

6080 The charge or charges on cargo received at DP World Vancouver for delivery to a vessel which, due to conditions unforeseen at the time of receipt, must be redelivered to a land carrier, or similarly, cargo received at DP World Vancouver, intact in containers or which is stuffed into containers at DP World Vancouver and which is subsequently diverted for transshipment by the vessel operators in lieu of a direct call of a vessel, shall be the same as that applicable to cargo loaded to a vessel making a direct call.

For cargo which is transshipped through the Port via separate terminal facilities, i.e., received at one terminal for reloading to a vessel at an alternate terminal facility, all charges will be charged in accordance with the rates and charges as defined in this tariff for inbound and outbound goods respectively, other than wharfage which is charged once only.

Transborder cargo (break-bulk or containerized) which is received at DP World Vancouver by land from a vessel discharging the cargo at a U.S. port is subject to the rates, charges and regulations of this tariff.

6100 **Compulsory Removal of Goods**

6110 The Authority or DP World Vancouver may, by written notice to the owner of any goods that are on Authority Property, require the removal of those goods at the owner's expense after the expiration of free time and the owner, upon receipt of such notice, shall remove the goods forthwith from Authority Property. This provision does not apply to goods on Authority Property that is under lease to any person or allotted to any person by the Authority.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

7. CARGO (Cont.)

- 6120 DP World Vancouver may, at the risk and expense of the owner of the goods, remove, store or relocate any goods that are left on Authority Property.
- 6130 Where, in the opinion of DP World Vancouver, any goods are not packed in such a manner that they will withstand handling while in transit, DP World Vancouver may without responsibility for demurrage, loss or damage attaching:
- a) refuse to permit the goods to be shipped; or,
 - b) have the goods repacked at the expense of the owner.
- 6140 DP World Vancouver may, at the risk and expense of the owner, reject or remove from Authority Property any goods that, in the opinion of DP World Vancouver, are likely to contaminate or endanger other goods.
- 6145 DP World Vancouver reserves the right to withhold delivery of cargo until all accrued terminal charges and/or advance charges against the cargo have been paid in full.
- 6200 **Goods Requiring Refrigeration**
- 6210 Where refrigerated goods are to be loaded on or unloaded from a vessel, the vessel owner shall:
- a) arrange for the consignee of the goods to take immediate delivery of those goods when they are unloaded; or,
 - b) arrange for delivery of the goods for outward movement at a proper time in order to permit the handling and loading of them on the vessel without delay, whichever is appropriate.
- 6220 Except in respect of the services described above, DP World Vancouver will not be responsible for the cost of special handling of goods that require refrigeration or from additional services, overtime costs or deterioration in respect of those goods.
- 6300 **Documentation**
- 6310 The cost of supplying clerks, labour, material and equipment for the checking and sorting of goods that have not been delivered by the owner of a vessel according to bills of lading at the time they were unloaded from the vessel may be charged to the owner of the vessel.
- 6320 Complete documentation in respect of the cargo of a vessel shall be provided by the owner to DP World Vancouver three full working days before cargo is unloaded or loaded.
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DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: May 1, 2011
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7. CARGO (Cont.)

6330 Where documentation in respect of the cargo of a vessel is not provided by the owner to DP World Vancouver within three full working days, as a result of which DP World Vancouver incurs additional expenses in the calculation of charges or the preparation of container load plans on behalf of the owner, such costs shall be paid by the owner.

6400 **Explosives or Other Dangerous Substances** (3440)

6410 The acceptance, handling or storage of explosives or excessively inflammable or hazardous materials will be subject to obtaining prior approval from the Authority and to making special arrangements with DP World Vancouver, and will be governed by the rules and regulations of the Transportation of Dangerous Goods Act and other Federal rules and regulations. There may be additional costs for special handling over and above normal container throughput handling rates.

6420 Hazardous cargo must be presented in accordance with International Maritime Organization (I.M.O.) regulations and detailed description of the goods, including its I.M.O. code and rating must be provided to DP World Vancouver in advance by the agent of the vessel.

6430 A risk premium and surcharge to cover the additional indirect costs associated with the handling of dangerous goods in containers. This is over and above container throughput costs and any direct costs related to special handling requirements.

6500 **Free Time, ERD and Demurrage** (3100 and see also 4150)

6510 Demurrage is a daily charge payable on goods and/or containers in transit which remain on a terminal longer than the free time allowed.

6520 The free time allowed is:

a) in the case of cargo or goods brought in by vessel, truck or rail car no free time following their delivery to Authority Property.

b) In the case of containers, loaded or empty, as part of a throughput move:

<u>IMPORT DELIVERED TO</u>	<u>FREE TIME</u>
Truck	3 gate working days following the release of the vessel (generally after vessel completion).
Rail	3 calendar days (Note: where rail containers are pre-cleared or traveling in bond & no holds are placed on them demurrage will be waived unless notice has been given at least 5 working days prior that Rail Import demurrage is being applied more broadly).
CBSA	3 days following return of container from Customs exam or removal of customs hold, including day of delivery or day hold is removed.

<u>EXPORT REC'D EX</u>	<u>FREE TIME</u>
Truck and Rail	7 calendar days measured to the day prior to the actual vessel arrival.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: May 1, 2011

7. CARGO (Cont.)

c) ERD, ECS and Export Demurrage Charges:

- i. The Earliest Receiving Date applicable for an export rail container is 7 calendar days prior to vessel cut-off and for an export truck container is 3 working days prior to vessel cut-off.
- ii. An Export Change of Status Charge (1680) shall be assessed on any export container received on dock where the booking is subsequently rolled to the next vessel, the port of discharge is changed or any status change to the container. This is in addition to any charges levied for Demurrage (3100) but includes all Yard Rehandling (1620) for moving the container within the export yard as required.

6530 Saturdays, Sundays, and holidays are counted in computing free time.

6540 Following the expiry of free time, cargo is subject to demurrage. Beyond a total of thirty calendar days, the owner of the cargo must have the written authorization of DP World Vancouver to keep the cargo on the terminal, and shall be assessed storage charges by DP World Vancouver.

6550 For non-containerized N.O.S. cargoes the charge is calculated as the greater of the weight times the daily rate or the measure times the daily rate.

6580 Prorations for containerized cargo with multiple bills of lading and multiple parties being charged may be provided. The basis for proration will be calculated on the basis of the measurement of cargo.

6650 **Demurrage – Railcars or Vessels**

In furnishing the service of ordering, billing out, loading or unloading railcars, and of handling to and from vessels, no responsibility for any demurrage whatsoever, on either railcars or vessels, will be assumed by DP World Vancouver.

6660 **Delays – Waiver of Charges**

Refer to Limitation and Exclusion of Liability (7400).

6700 **Owner's Risk**

6710 Cargo which, because of its inherent nature is subject to deterioration, shrinkage, oxidization, wastage, decay and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chafing, and similar loss or damage that may occur despite accepted practices for the care of cargo.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2009

8. LABOUR AND EQUIPMENT

7000 **Man-Hour Rates and Equipment Rental** (3300, 3200)

Charges for labour and for the rental of equipment shall be imposed for services in this tariff charged according to M/E rates, and also for:

- a) consolidating damaged cargo for the purpose of inspection and re-coopering;
- b) cleaning or preparing cars, trucks or containers for loading;
- c) clearing terminals of dunnage, stevedore gear and other equipment or material; and,
- d) any other service not specified in this tariff.

These charges shall be based on the rates published in this tariff and shall be paid by the party requesting the service.

7010 **Minimum Number of Labour Hours** – Dead Time – No Work Provided

Where DP World Vancouver furnished labour that is necessary for a specific service and the service is completed before the expiration of the minimum time defined in a collective agreement, the person requesting the service shall be charged the additional cost of labour at standby rates to account for the difference between time worked and minimum time.

7020 **Overtime** (3300, 3320)

Where services are performed by persons working overtime, the person requesting the services shall pay to DP World Vancouver any amount equal to the difference between straight time costs and overtime costs for all labour and supervision according to man-hour rates.

7030 **Standby Charge** (1540)

A Standby Charge shall be imposed where workers are provided for a specific time and are ready to work or have started to work, but are for any reason delayed or the work is cancelled.

7040 **Foreman Turnaround** (3300)

In times of labour shortage where a vessel gang has been ordered but is not provided, the cost of the foremen ordered to supervise said gang(s) is chargeable at the appropriate shift delay to the ship which requested the gang(s).

7050 **Double Shifting** (3330)

In times of labour shortage, where the option exists to double, extend or cover this shift using labour from the preceding and following shifts, labour may be employed at the discretion of the customer subject to payment of incremental costs based on shift extension rates plus meal allowance.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

9. CHARGES GENERALLY

7200

Charges Generally

The charges prescribed in this tariff are:

- a) based on performing the work during straight time operations;
- b) in addition to charges prescribed by any other tariff notice or by-law, or that may be owing to the Authority or DP World Vancouver;
- c) due and payable as soon as they are incurred, or upon completion of such service or use. DP World Vancouver reserves the right to require payment of charges in advance, as follows:
 - by the vessel, its owners or agents before vessel commences its loading or discharging operation;
 - by the owner, shipper, or consignee before cargo leaves the custody of DP World Vancouver; or,
 - right is reserved by DP World Vancouver to require payment of all charges on perishable cargo or of doubtful value and on household goods;
- d) payable to DP World Vancouver at the address shown on the invoice.

7205

Taxes

All amounts payable to DP World Vancouver pursuant to this tariff do not include any value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges, (collectively "Sales Tax") and all Sales Taxes are the responsibility and for the account of the person(s) by whom the charges pursuant to this tariff are payable. If DP World Vancouver is required by law or by administration thereof to collect any applicable Sales Taxes from a person responsible for payment of charges pursuant to this tariff, such person shall pay such Sales Taxes to DP World Vancouver concurrently with the payment of any charges payable pursuant to this tariff, unless such person qualifies for an exemption from any such applicable Sales Taxes, in which case such person shall, in lieu of payment of such applicable Sales Taxes to DP World Vancouver, deliver to DP World Vancouver such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed.

Any exemption claimed from Sales Taxes extended by DP World Vancouver to any person is without prejudice to the position of DP World Vancouver, which is entitled to charge such person by whom the exemption has been claimed with Sales Taxes at any subsequent date, should the taxing authorities determine that the goods and services provided pursuant to this tariff are taxable.

7210

Payment of Charges

All charges herein, when not absorbed by the ocean carrier, are for the account of the owner, shipper or consignee of the cargo. On import and export traffic moving in connection with ocean carriers via DP World Vancouver, provisions for complete or partial absorption of terminal charges are contained in ocean tariffs. Shippers/consignees are urged to consult with the carrier tariffs for accurate determination of applicable terminal charges if any, for the account of cargo.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: November 7, 2008

9. CHARGES GENERALLY (Cont.)

7215 Where credit approval is granted by DP World Vancouver, the charges prescribed by this tariff are payable within seven (7) days from the date due and, where any charge is not paid within that time, an additional charge of one and one-half percent of any such charge shall be imposed for each thirty (30) day period or portion thereof during which it remains unpaid, which additional charge is equivalent to eighteen percent per annum.

7220 **Calculation of Charges**

Where a charge, excepting demurrage, imposed in respect of any good is based on either weight or measurement, it shall be calculated on the weight or measurement of the goods, whichever is greater.

7230 No invoice shall be issued where the amount of the charges incurred is less than two (2) dollars.

7235 **Minimum Billing Charge**

All invoices issued by DP World Vancouver for any service, or combination of services, as provided in this tariff shall be subject to a minimum billing charge of \$20.00 per invoice.

7240 **Reduction of Charges**

No reduction of charges provided in this tariff shall operate to reduce the amount payable for any service below minimum charge for that service set out in this tariff.

7245 **Materials Supplied**

Charges for any material furnished in connection with any services performed by DP World Vancouver shall be based on the actual cost of the material plus fifteen percent.

7250 **Verification of Weights and Measurements**

Shipping weights and measurements shown on shipping documents are subject to checking by DP World Vancouver and the actual scale weight or measurement of the shipment as determined by DP World Vancouver will govern rating and billing.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item	DEFINITIONS, TERMS AND CONDITIONS	Effective: April 1, 2006
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9. CHARGES GENERALLY (Cont.)

7300 **Rates Subject to Change**

The rate named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labour conditions. If and when these conditions change because of demands of labour for increased wages, strikes, congestions or other causes not reasonably within the control of DP World Vancouver, resulting in an increased cost of service, the rates are subject to change without notice or the charge for the services may be assessed on the basis of man-hour and equipment.

7335 **Charter Party Agreements, Sales Contract, etc.**

The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a vessel, its owner, agent or operator, of any charge properly assessable against same, shall not relieve said vessel, its owner, agent or operator from liability for the payment of such charge under this tariff.

7340 **Container Security Surcharge** (3500)

A charge assessed against any container passing through DP World Vancouver or between vessels when berthed at DP World Vancouver.

7350 **Fuel Surcharge** (1690)

The fuel surcharge is a charge per container. The fuel surcharge will only apply once the crude oil price as per the West Texas Intermediate crude oil (WTI) price exceeds \$100 per barrel. The rate will be set on a quarterly basis based on the previous quarters' average crude price per the WTI.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

10. LIMITATION AND EXCLUSION OF LIABILITY

7400 **Limitation and Exclusion of Liability** (6660)

The following are general terms and conditions of this tariff, of performance by DP World Vancouver of any services referred to in this tariff or Vancouver Port Authority Fee Document, and of provision of facilities by the Authority under Fee Document.

7410 **Injury to Persons (Including Death) – Limitation of Liability**

DP World Vancouver shall not be liable for the death of or personal injury to any persons, including but not limited to vessel passengers and crew, occurring in or about DP World Vancouver, unless such personal injury or death occurs directly and solely as result of the proven negligence or willful misconduct of DP World Vancouver and unless the person sustaining such personal injury or death is not a worker within the meaning of Part 1 of the Workers' Compensation Act of British Columbia who sustained such personal injury or death in the course of his employment.

7415 **Basis of Liability**

Other than in cases involving property damage, personal injury or death, the total liability of DP World Vancouver to its customer for the failure to properly perform any of the terminal services is limited to refunding the amount paid by the customer for such services and is subject to the Liability Ceiling Amount.

7420 **Delay – Exclusion of Liability**

DP World Vancouver shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by delay in loading, unloading, receiving, delivering or handling of any goods, cargo or containers arising from any cause whatsoever, including but not limited to negligence or willful misconduct of DP World Vancouver.

7425 **Mixed Cargo – Limitation of Liability**

DP World Vancouver will not acknowledge the receipt of or have any responsibility or liability whatsoever for any goods that are unloaded from a vessel in such a manner that they are likely to be mixed with goods covered by more than one bill of lading, unless an employee of DP World Vancouver is given sufficient time and opportunity to sort, count and inspect the goods. The record of sort, count or damage compiled by DP World Vancouver shall in the event of any claims being made against DP World Vancouver for loss, damage or expense be deemed to be an accurate record of sort, count or damage of the goods upon receipt from the vessel.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

10. LIMITATION AND EXCLUSION OF LIABILITY (Cont.)

7430

Damage – Exclusion of Liability

DP World Vancouver shall not be liable for any loss or destruction of or damage to cargo, goods, containers, chassis or any other property whatsoever unless in each and every case:

- a) the loss, destruction or damage occurred directly and solely as a result of the proven negligence or willful misconduct of an officer or employee of DP World Vancouver while acting within the scope of his duties or employment; and
- b) within:
 - i) thirty days after the goods, cargo, containers or chassis were removed or should have been removed from Authority Property, notice of the loss, destruction or damage and the general nature thereof is given in writing to DP World Vancouver; and,
 - ii) six months following the incident alleged to have caused the loss, destruction or damage, a detailed and final claim is given in writing to DP World Vancouver; and
- c) legal proceedings to enforce a claim for such loss, destruction or damage are commenced against DP World Vancouver within one year following the incident alleged to have caused the loss, destruction or damage.

And, nevertheless, the liability of DP World Vancouver shall be further subject to the provisions of this tariff.

7435

Damage – Amount of Liability Limited

DP World Vancouver shall not be liable in any event for any loss or destruction of or damage to goods, cargo, containers, chassis or any other property whatsoever in any amount exceeding:

- a) In the case of goods or cargo:
 - i) the landed cost of the goods or cargo, including invoiced cost as paid to the supplier, plus freight, insurance and any duty paid and not refundable; or,
 - ii) five hundred dollars (\$500.00) per package or per customary freight unit,

whichever is the lesser, unless the nature and value of the goods or cargo is declared in writing to DP World Vancouver at or before the time the goods or cargo are received on Authority Property, in which case the liability of DP World Vancouver shall be limited to the landed cost of the goods or cargo described in clause a) i) above. For the purpose of clause ii) hereof, where goods or cargo are received or shipped by DP World Vancouver within a container, trailer or boxcar, the container, trailer or boxcar and not the number of articles therein shall for the purpose of clause ii) be deemed to be a package or customary freight unit.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

10. LIMITATION AND EXCLUSION OF LIABILITY (Cont.)

b) In the case of containers, at the option of DP World Vancouver:

- i) the depreciated value of the container
or,
- ii) the cost of replacing the container with a container is of the same size, age, quality and condition;
or,
- iii) the cost of repairing the damage to the container.

7440

Exclusion of Liability for Indirect or Consequential Damage or Loss

Notwithstanding any other provisions of this tariff, DP World Vancouver shall not be liable for any economic loss or loss of profit or bargain or for any indirect or consequential damages or loss whatsoever, whether or not caused by or arising from negligence or willful misconduct of DP World Vancouver.

7445

Vessels and Floating Assets at Owner's Risk

Every vessel, float, derrick, pile driver or section of logs or part thereof that is moored or berthed at or adjacent to Authority Property or in the process of arriving or departing therefrom shall be at the sole risk of the owner.

7450

Exclusions, Exemptions and Limitations in Bills of Lading and Passenger Tickets Applicable

DP World Vancouver, its officers and employees shall in addition be entitled to the same rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of affreightment as are set out in the carrier's favour in any bill of lading or similar document relating to the cargo, goods or containers in question and, in the case of vessel passengers, any passenger tickets or contracts between the carrier and such passenger.

The ocean carrier will include DP World Vancouver or arrange to have it included as an express beneficiary, to the extent of the services to be performed hereunder, of all rights, immunities and limitation of liability provisions of all contracts of affreightment, as evidenced by its or carrier's standard bills of lading and/or passenger tickets, issued by the ocean carrier or the carrier. Whenever the customary rights, immunities and/or liability limitations are waived or omitted by the ocean carrier, as in the case of ad valorem cargo, the ocean carrier agrees to hold DP World Vancouver harmless from and indemnify it against any resultant increase in liability.

In the event the ocean carrier is not the carrier of the cargo to be handled by DP World Vancouver, the ocean carrier expressly agrees that all rights, immunities and liability limitations contained in the involved carrier's applicable bill of lading shall enure to the benefit of DP World Vancouver. The ocean carrier agrees that in no event shall DP World Vancouver have any liability in excess of that of the carrier respecting loss or damage of cargo and agrees to hold DP World Vancouver harmless from and indemnify it against any liability incurred by DP World Vancouver in excess of that of the carrier respecting loss or damage to cargo.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

10. LIMITATION AND EXCLUSION OF LIABILITY (Cont.)

7455

No Right of Deduction or Set-Off

Notwithstanding any liability or alleged liability of DP World Vancouver or the Authority under this tariff or otherwise, owners, shippers, consignees, carriers, cargo or vessel interests, and any other persons responsible for charges under this tariff, shall not be entitled by reason of any such liability or alleged liability to any deduction from, reduction of, set-off against or waiver of any charges payable under this tariff or under Fee Document, all of which shall be paid in full as and when due.

7460

Exclusions, Exemptions and Limitations are Cumulative

The exclusions, exemptions and limitations of liability set forth in or referred to in Items 7400 through 7455 above are cumulative and are in addition to and not in substitution for or in limitation of any other clauses excluding, exempting or limiting liability as set forth in this tariff or any other exclusions, exemptions or limitations of liability upon which DP World Vancouver may rely at law or in equity.

7465

Liability Ceiling Amount

The liability, if any, of DP World Vancouver arising out of a single incident or series of incidents arising from a common cause shall not exceed the amount of \$750,000. In the case of loss or damage to a vessel and/or her equipment, the maximum liability of DP World Vancouver is \$500,000 and in the case of loss or damage to Cargo or Goods, its maximum liability is \$250,000.

7470

Vancouver Fraser Port Authority

In addition to and not in substitution for or in limitation of the exceptions, exemptions, immunities and limitation of liability provisions set out in the Vancouver Fraser Port Authority Fee Document, the Authority and its employees shall be also entitled to the same exceptions, exemptions, restrictions and limitation of liability provisions set out in this tariff as are applicable to DP World Vancouver.

DP WORLD VANCOUVER – TERMINAL SERVICES TARIFF

Item

DEFINITIONS, TERMS AND CONDITIONS

Effective: April 1, 2006

11. VESSEL RESPONSIBILITIES

7500

Vessel Security

The owner of a vessel shall ensure that the vessel shall comply in all respects with the requirements of the Marine Transportation Security Act, S.C. 1994, c.40 ("the MTS Act") and the Marine Transportation Security Regulations SOR/2004-144 ("the MTS Regulations") made pursuant to the MTS Act and warrants that the operator of a vessel as defined in the MTS Regulations will comply with all requirements of the MTS Act and the MTS Regulations and any amendments thereto.

7550

Vessel Liability

The owner of a vessel shall indemnify and save harmless DP World Vancouver and the Authority from all costs, expenses, damages or losses whatsoever which they may incur, including but not limited to consequential and economic loss, caused directly or indirectly by:

- a) the failure of the vessel or the operator of a vessel to comply with the requirements of the MTS Act, the MTS Regulations and any amendments thereto as referred to in Item 7500 of this tariff,
 - b) the vessel making contact with the DP World Vancouver dock, one or more of the Container Cranes at DP World Vancouver or other property of DP World Vancouver or the Authority located at DP World Vancouver and
 - c) the negligence of the owner of the vessel, its servants or agents.
-