



DP WORLD
Vancouver

TERMINAL SERVICES TARIFF

FOR

DP WORLD VANCOUVER

PORT METRO VANCOUVER

EFFECTIVE MAY 1, 2012

(Labour Rates Effective April 1, 2012)

“ 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).

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COMPANY INFORMATION

Hours of Operations: Regular Office Hours 0800 to 1630 Monday to Friday
Terminal Operations 24 hours per day, 7 days a week

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INTRODUCTION

Effective: May 1, 2012

1. PREFACE AND BASIC TERMS

Short Title

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

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.

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.

Limitations 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.)

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.

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.

2. CONVERSION FACTORS

Meter = 3.2808 feet

Kilogram = 2.2046 pounds

Litre = 0.2200 gallons (0.2642 U.S. gallons)

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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

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

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4. PORT AUTHORITY CHARGES
4.1 Berthage

The Port Authority charges a berthage fee based on physical size of vessel when it utilizes a berth owned by the Port Authority, as well as the vessels length of stay at the Berth. The fee also applies to vessels that are fastened to or tied up alongside any other vessel occupying an Authority Property berth.

Berthage is assessed on the registered overall length ("LOA") at the vessel in meters and will be charged from the time when the first line is made fastened to when the last line is cast off.

	<u>UNIT</u>	<u>RATE</u>
Coastal vessels operating between B.C. Ports other than passenger vessels:		
- Per hour, or part thereof	HR/m	\$ 0.112
- Minimum charge for such vessels	Total	\$ 71.26
Vessels other than those above:		
- Per hour, or part thereof, during work periods	HR/m	\$ 0.415
- Per hour, or part thereof, during non-working periods	HR/m	\$ 0.153
Minimum charge for such vessels	Total	\$305.40

The non-working periods are presently Labour Day, Noon Christmas Eve to midnight Christmas Day and Noon New Year to Midnight New Year's Day.

Note: AS THE DATE OF PUBLICATION OF THIS RATE SCHEDULE, the Berthage fees imposed by the Port Authority was determined as set out above. The berthage fees may be different at the date of service – customers should confirm fees with the Port Authority.

4.2 Wharfage

Wharfage is a fee for cargo, goods, and container handling at Authority Property. The fee is based on weight or measurement at the cargo and is variable by cargo type and/or commodity.

	<u>UNIT</u>	<u>RATE</u>
Containerized cargo wharfage charges		
Import Containers	Laden TEU	\$ 36.55
Export Containers	Laden TEU	\$ 26.06
Non-containerized cargo wharfage charges		
Lumber	Mfbm	\$ 2.56
Wood Pulp	W	\$ 2.25
All Cargoes – N.O.S.	W	\$ 2.36

Wharfage will not be assessed more than once in respect of transshipped cargo (including laden containers). Transshipped containers will be charged wharfage fees once at the applicable export rate.

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Where cargo (including laden containers) is transferred overside on the offshore side of a vessel from vessel to vessel, unloaded overside from vessel directly to the water or loaded from the water directly to a vessel, it is subject to a 50% reduction to this fee.

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

Wharfage fees on laden containers are payable by the owners of the vessel, and wharfage fees on non-containerized cargo are payable by the owner of the goods. The authority reserves the right to classify any goods.

Note: AS THE DATE OF PUBLICATION OF THIS RATE SCHEDULE, the Wharfage fees imposed by the Port Authority was determined as set out above. The wharfage fees may be different at the date of service – customers should confirm fees with the Port Authority.

5. VESSEL CHARGES

5.1 Handling Vessel Lines

	A	B	C	D	E	F
	\$	\$	\$	\$	\$	\$
- Tying Up	1,561.00	1,933.00	2,357.00	1,962.00	2,420.00	2,994.00
- Letting Go	1,042.00	1,290.00	1,573.00	1,310.00	1,615.00	1,997.00

A = Monday – Friday 0800 – 1630 Hrs.

B = Monday – Friday 1630 – 0800 Hrs.

C = Monday – Friday 0100 – 0800 Hrs.

D = Saturday – 0800 – 1630 Hrs.

E = Saturday – 0100 – 0800 Hrs, 1630 – 0800 Hrs, Sunday all Shifts.

F = General Holidays – All Shifts

The charges above 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.

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 o each vessel shall be reduced by thirty percent.

	<u>UNIT</u>	<u>RATE</u>
5.2 Redocumentation	Per Invoice	\$ 70.00
Redocumentation means reissuing 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.		
5.3 Standby	N/A	M/E
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 work is cancelled.		
5.4 Water		
Water – Connection and Disconnection	100 Foot Water to Vessel	\$ 150.00
Each Additional	Foot Section of Water Hose	\$ 30.00
Water – Charge for water delivered by hose to vessel	M.T.	\$ 4.26

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	<u>UNIT</u>	<u>RATE</u>
<u>5.5 Service & Facility Charge</u>	Per day or Part Thereof	\$1,000.00
<p>This charge is in respect of 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 and ground spaced used may be payable in addition to the Services & Facility charge.</p>		
5.5.1 Refundable Clean-Up Deposit		By Arrangement
5.5.2 Security Charges		By Arrangement
5.5.3 Services Not Otherwise Specified		By Arrangement
5.5.4 Ground Space	Per day based on 100m X 10m	\$1,500.00 minimum

Any additional space will be charged in 50m increments' at \$750

6. CONTAINER OPERATIONS

	<u>UNIT</u>	<u>RATE</u>
<u>6.1.Terminal throughput</u>		
<p>Single movement of a container loaded or empty between dock alongside vessel and inland carrier or CFS. It includes the movement of the containers between vessel and place of rest is 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.</p>		

Loaded Container Throughput

Truck	Per Container	\$380.00
Rail	Per Container	\$455.00

Empty Container Throughput

Truck	Per Container	\$380.00
Rail	Per Container	\$455.00
OOG Surcharge	With Throughput	\$200.00

OOG Surcharge is applicable per container (in addition to throughput charge) for over dimensional cargo (using standard spreader of over height spreader) for cargoes up to 6 feet above the top of the container. Cargo extending more than 6 feet above the top of a container will be regarded as breakbulk cargo for invoicing purposes.

<u>6.2 Yard Rehandle</u>	Per Container	\$75.00
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A yard rehandle covers the extra sorting, stacking or moving of a container in the container yard at the request of the customer or direction of statutory Authority.

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.

6.3 Gate Charge

Truck	Per Container	\$75.00
Rail Car	Per Container	\$150.00

Covers the receipt / delivery of a container at the gate and the unloading / loading of the container from / to inland carrier. It includes visual inspection of general external condition of the container, and the giving and taking of equipment interchange receipts (EIR's). Delivery of an empty will not include opening the container for inspection.

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.

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	<u>UNIT</u>	<u>RATE</u>
<u>6.4 After Hours Gate Charge</u>	Per Container	\$275.00
Charge for any container received / delivered outside of normal gate operating hours.		
<u>6.5 Reprint Out Gate Interchange</u>		
Fee applicable for each reprint	Per Reprint	\$35.00
<u>6.6 Overweight Surcharge</u>	Per Container	\$ 250.00
DP World Vancouver has a zero tolerance policy for handling overweight containers. Containers received from vessel, rail or gate that exceeds the maximum payload of the container is considered unsafe. The overweight surcharge is applicable for the special handling required, in addition to the costs of removing the excess cargo.		
<u>6.7 Vessel Container Reposition</u>		
On Board Vessel From Cell-to-Cell	Per Container	\$ 150.00
Via Quay, Cell-Dock-Cell	Per Container	\$ 300.00
<u>6.8 Reefer Rail Supplement</u>	Per Container	\$ 50.00
Charge to cover the inefficiencies introduced to rail operations by handling of reefer containers		
<u>6.9 Rail Car Reefer Cabling</u>		
Unloading	Per Move	\$ 75.00
Loading	Per Move	\$ 150.00
Charge to the Rail Road for installation or removal of reefer cables and genset consistent with Transport Canada requirements introduced in 2007.		
<u>6.10 Export Change of Status Charge</u>	Per Container	\$ 200.00
Charge 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 changes to the container. This is in addition to any demurrage levied but includes all Yard Rehandling.		
<u>6.11 Plugging / unplugging refrigerated containers</u>	Each time performed	\$ 25.00
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.		
<u>6.12 Container monitoring</u>	Calendar day or part	\$ 17.00
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.		
<u>6.13 Electric power for refrigerated containers</u>	Calendar day or part	\$ 13.50
The use of service outlets and electricity and charge shall be imposed for each calendar day or fraction thereof.		
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.		
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.		
<u>6.14 Sweep or vacuum containers</u>	20 ft. container	By arrangement
Space permitting	40 ft. container	By arrangement
The clearing and sweeping of dunnage or debris from containers and / or the internal washing or steam cleaning of the container.		

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	<u>UNIT</u>	<u>RATE</u>
<u>6.15 Application / Removal of placard</u>	Per container	\$ 60.00
<u>6.16 Supply of placards</u>	Per placard	\$ 10.00
<u>6.17 CBSA Charges</u>	CBSA Dockside Exam	\$ 140.00
	CBSA Off dock Exam (Export)	\$ 270.00
	CBSA Vacis Exam	\$ 170.00
	CBSA Vacis Exam (Export)	\$ 220.00
	CBSA Random Inspection	\$ 45.00
	CBSA Random Inspection from Vsl/Rail	\$ 75.00
	CBSA Paper holds	\$ 100.00
	CBSA Radiation Portal Exam	\$ 225.00

*** Reefer charge plug/unplug

**** If reexamined by CBSA-1 Rehandle

<u>6.18 Surveying</u>	Per Survey	\$110.00
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Containers will be made available in a safe location for inspection by surveyor(s). Surveyor(s) will be escorted to the location by a DP World Vancouver employee. Machinery if required will be made available at the terminal's earliest convenience for use by the surveyor.

6.19 Container Storage**Empty container not part of throughput daily storage charges**

Including day of receipt and delivery	TEU per day	\$ 100.00
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Container Storage is the service of providing open or ground space in the container storage area for empty containers in idle status.

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

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.

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.

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 are specifically excluded.

6.20 Demurrage:

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

Import Containers including empty imports		
First five calendar days following free time including day of delivery	TEU per day	\$ 100.00
Thereafter	TEU per day	\$220.00
Export Containers including empty exports.		
Received ex Rail		
First seven calendar days following free time including days of receipt.	TEU per day	\$ 35.00
Thereafter	TEU per day	\$ 90.00

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Rates per day are including part days.

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:

IMPORT DELIVERED TO FREE TIME

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 are 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.

EXPORT REC'D EX FREE TIME

Truck and Rail	7 calendar days measured to the day prior to the actual vessel arrival.
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- c) 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.

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

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.

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.

UNIT**RATE****6.21 Dangerous and Hazardous Cargo****6.21.1 Extra services required in handling**

N/A

M/E

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.

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.

6.21.2 Dangerous goods surcharge

Per container

\$ 100.00

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.

6.22 Security:**Container Security Surcharge**

Laden TEU

\$ 3.48

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

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	<u>UNIT</u>	<u>RATE</u>
6.23 Fuel Surcharge	Per Container	
Crude price between \$ 100.00 - \$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

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.

6.24 Damage to DP World Property Processing Fee	Per Incidence	\$ 150.00
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7. NON - CONTAINERIZED CARGO**7.1 General Charges**

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

7.2 Direct Transfer – all cargoes, inward/outward

	<u>UNIT</u>	<u>RATE</u>
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
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

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.

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.

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A direct transfer charge does not include any wharf checking service, but does include:

- 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.

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.

UNIT**RATE****7.3 Demurrage**

All cargoes (excluding goods in containers), N.O.S.	Max of Tonne W or M	10.00
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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. Minimum charge of \$100.00.

7.4 Cargo Services

7.4.1 Boarding.	N/A	M/E
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Charge assessed for placing cargo on pallets other than those owned by DP World Vancouver.

7.4.2 Bracing.	N/A	M/E
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Blocking, bracing and securing services will be provided at man hour and equipment rates plus material supplied. This service is carried out in accordance with the specifications of the inland carrier.

7.4.3 Covering of cargo.	N/A	M/E
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7.4.4 Labeling, stenciling.	N/A	M/E
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Stenciling meaning supplying the stencil board, at cost, cutting the stencil and applying it to a package by use of stencil ink or paint.

Labeling means applying a paper label supplied by the shipper to cargo.

7.4.5 Weighing on scales	Per scale ticket	\$50.00
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Service of weighing containers on scales, and includes the issuance of scale ticket with each weigh.

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8. LABOUR AND EQUIPMENT CHARGES**8.1 Straight Time and Shift Differentials**

	Straight Time			Shift Differentials			
	<u>A</u> \$	<u>B</u> \$	<u>C</u> \$	<u>D</u> \$	<u>E</u> \$	<u>F</u> \$	<u>G</u> \$
Head Foreman	105.31	121.11	21.76	23.37	46.40	49.89	81.51
Foreman	102.72	118.13	20.54	22.15	43.94	47.43	79.05
Longshoreman #1	67.69	77.84	15.51	16.71	33.19	35.82	59.70
Longshoreman #2	66.46	76.43	15.51	16.71	33.19	35.82	59.70
Longshoreman #3	65.88	75.76	15.51	16.71	33.19	35.82	59.70
Longshoreman #4	65.63	75.47	15.51	16.71	33.19	35.82	59.70
Longshoreman - Basic	64.81	74.53	15.51	16.71	33.19	35.82	59.70

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).

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8.2 Shift Extensions and Meal Hour Penalty Differentials

	<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> \$
Head Foreman	40.77	81.51	73.38	75.81	110.37	115.59	128.24	163.01	
Foreman	39.54	79.05	70.33	72.74	105.47	110.68	123.33	158.11	
Longshoreman	29.84	59.70	53.11	54.92	79.63	83.57	93.12	119.38	33.19

A = Monday – Friday 0800 – 1630 Hrs; 1 hr. shift extension and 1/2 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 1/2 hr. meal penalty

D = Saturday 0800 – 1630 Hrs; 1 hr. shift extension and 1/2 hr. meal penalty

E = Monday – Friday 0100 – 0800 Hrs; All shift extensions and 1/2 hr. meal penalty

F = Saturday 1630 – 0800 Hrs; Sunday All shifts; All shifts extension and 1/2 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 1/2 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.

	<u>UNIT</u>	<u>RATE</u>
8.3 Container Crane excluding operators	Hour	\$825.00

Minimum charge – four (4) hours

The period of hire of a crane excludes the preparation and positioning time at the beginning of the period of hire, and the shutdown time at the end of the period of hire.

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

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.

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.

8.4 Terminal Equipment

Lift Trucks	Under 3,629 kg	Hour	\$ 65.00
Lift Trucks	3,629 kg to 7,258 kg	Hour	\$ 125.00
Lift Trucks	7,258 kg to 13, 688 kg	Hour	\$ 145.00
Lift Trucks	Over 13,688 kg, top pick 1 side handler	Hour	\$240.00
Rubber Tire Gantry (min. charge of 4 hours)		Hour	\$375.00

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Tractor	Hour	\$30.00
Trailer Container and Breakbulk	Hour	\$ 8.00
Trailer Twin 20 Container	Hour	\$11.00
Trailer 53 foot container	Hour	\$14.00

8.5 Man - Hour Rates and Equipment rental

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

8.6 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.

8.7 Overtime

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.

8.8 Foreman Turnaround

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).

8.9 Double Shifting

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.

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9. DEFINITIONS

In this tariff:

DP World Vancouver – 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. DP World Vancouver operates at Centennial Terminal located at the foot of Heatley Avenue, Vancouver.

Authority – Vancouver Fraser Port Authority trading as Port Metro Vancouver.

Authority Property – 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.

Collective Agreement – an agreement in writing between an employer and an organization of employees that concerns conditions of employment.

Container – 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.

Container Crane – a gantry crane used in handling containers at DP World Vancouver.

Container Freight Station (CFS) – a location at DP World Vancouver used for stuffing and destuffing containers.

Containerized Cargo – 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.

Container Storage Area – an area of open space provided for storing empty containers in idle status.

Container Yard (CY) – an area designated within the terminal where containers which are in transit between vessels and inland carriers or CFS are temporarily held or assembled.

Free Time – 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.

Main Mark – 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.

Ocean Carrier – refers to vessel owners, their agents, employees, or charterers.

Overtime – hours of work performed in premium pay periods as defined in a Collective Agreement.

Owners 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.

Straight Time – the hours of work defined in a Collective Agreement as regular straight time hours.

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Tonne means:

with reference to weight	W – one thousand kilograms
with reference to measurement	M – one cubic meter

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.

Unitized Good – 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.

Vessel – 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.

Inland Carrier – 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.

Hirer – a person who hires a crane or other equipment from DP World Vancouver.

Cargo and Goods – all cargo, goods, personal property, effects and movables other than vessels and containers.

Shipment – 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.

Dock Apron – the area on DP World Vancouver adjacent to a vessel where cargo or containers are interchanged between the terminal and a vessel.

Abbreviations

In this tariff, the following abbreviations are used:

CFS means container freight station.

CY means container yard.

M means that the number of tonnes is calculated by measurement, in cubic meters.

M/E means that the charge is based on man-hour rates and charges for equipment rental, as set out in this tariff.

N.O.S. means cargo not otherwise specified.

TEU means a twenty-foot container or a container unit that is the equivalent of a twenty-foot container.

W means that the number of tones is calculated by weight, in metric tones.

10. LIMITATION AND EXCLUSION OF LIABILITY**10.1 Limitation and Exclusion of Liability**

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.

10.2 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 Worker's Compensation Act of British Columbia who sustained such personal injury or death in the course of his employment.

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10.3 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.

10.4 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.

10.5 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.

10.6 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 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 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 commence against DP World Vancouver within one year following the incident alleged to have caused the loss, destruction or damage.

10.7 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.

10.8 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.

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10.9 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 there from shall be at the sole risk of the owner.

10.10 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, 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.

10.11 No Right of Deduction or Set-Off

Notwithstanding any liability or alleged liability of DP World Vancouver of 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.

10.12 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.

10.13 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.

10.14 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.

10.15 Weather Damage

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 or Authority Property.

10.16 Container Crane

a) 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

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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.

b) 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, 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 there from.

c) 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 (c) and under Item (b) shall be joint and several.

d) The provisions of Items (a), (b) and (c) 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 (a), (b), (c) and (d) 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.

11. CHARGES GENERALLY

11.1 Charges Generally

- 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 Household goods;
- d) payable to DP World Vancouver at the address shown on the invoice.

11.2 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.

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11.3 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.

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.

11.4 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.

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

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

12. COLLECTION OF OCEAN CHARGES

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.

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- 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.

13. VESSEL RESPONSIBILITIES

13.1 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.

13.2 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 (13.1) 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.

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.

14. CARGO

14.1 Cargo Received or Delivered

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 waiting 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 (14.1), have the benefit of any provisions of this tariff by which the liability of DP World Vancouver is excluded or limited.

14.2 Redelivery and Transshipment Cargo

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.

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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.

14.3 Compulsory Removal of Goods

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 may, at the risk and expense of the owner of the goods, remove, store or relocate any goods that are left on Authority Property.

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.

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.

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.

14.4 Goods Requiring Refrigeration

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.

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.

14.5 Documentation

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.

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.

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.

14.6 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.

14.7 Owner's Risk

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.