

**TERMINAL SERVICES TARIFF**

**FOR**

**DP WORLD (CANADA) INC.**

**EFFECTIVE AUGUST 1, 2015**

**“ 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 the Vancouver Fraser Port Authority. (See Definitions, Terms and Conditions and, in particular, Limitation and Exclusion of Liability).

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## COMPANY INFORMATION

<b>Hours of Operations:</b>	Regular Office Hours	0800 to 1630 Monday to Friday, excluding Public Holidays
	Terminal Operations	24 hours per day, 7 days a week
<b>Telephone Numbers:</b>	Main Office:	(604) 255-5151
	Security (24 Hours)	(604) 861-3915
<b>Address:</b>	777 Centennial Road Vancouver, BC V6A 1A3 Canada	
<b>Website:</b>	<a href="http://www.dpworld.ca">www.dpworld.ca</a>	

## 1. PREFACE AND BASIC TERMS

### **Short Title**

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

### **Publication**

This Tariff is published by DPWC with the approval of the Authority. It incorporates certain provisions of the Authority Fee Document for wharfage and berthage charges.

### **Effective Date and Changes**

This Tariff shall be subject to change without specific notice and such changes will be effective from August 1, 2015 (the "**Effective Date**"), or such other date specified in the notice.

### **Scope of Tariff**

This Tariff and all rates, charges, terms, conditions, rules, regulations and definitions contained herein shall apply to the container and related marine operations at the Terminal ("**Terminal Services**") and to all Users and any individual, person, firm or corporation engaged in and/or responsible for the handling of a Vessel and/or the movement of its Cargo, including but not limited to; Vessel and/or cargo agents, charters, brokers, freight forwarders and shippers or consignees. The Terminal is owned by the Authority and operated by DPWC.

DPWC provides the Services to the Users, subject to the terms, conditions, rules, regulations and definitions of this Tariff, which shall govern the relationship between DPWC and such Users.

### **Notice to Public**

This Tariff is notice that the rates, charges, terms, conditions, exclusions from liability, limitations, rules, regulations and definitions contained herein apply to all Users of any of the services described herein, or any of the property described herein without specific notice, quotation or prior arrangement. Where there is a direct conflict between this Tariff and the Authority Fee Document, the Authority Fee Document shall apply but only to the extent of such conflict.

The Authority provides berthage at the Terminal, subject to all of the terms and conditions of the Authority Fee Document. The use of any of the Terminal Services, the Terminal, docks, wharves, and facilities operated by DPWC shall be deemed complete acceptance of this Tariff and the Authority Fee Document and any revisions or supplements thereto and all such persons agree to pay all charges specified herein and to be governed by the rules and regulations appearing in this Tariff.

DPWC reserves the right to furnish all equipment, supplies and materials and to perform all services in connection with the Services.

### **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 DPWC, the Authority their respective affiliates and others.

### **Charges**

Charges for Terminal Services shall not exceed the rates published in this Tariff.

All charges herein, when not paid or absorbed by the Vessel Owner, 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.

## 1.1 DEFINITIONS

In this Tariff:

**Abandoned Cargo** - means any Cargo that is under DPWC's control due to not having been withdrawn from the Terminal by a User or Vessel Owner, as applicable, sixty (60) days after the expiration of any applicable Free Time or the Cargo Owner has confirmed in writing that they have abandoned the Cargo.

**Authority** – means the Vancouver Fraser Port Authority and includes the officers, employees, servants and agents of the Vancouver Fraser Port Authority.

**Authority Fee Document** – means the fee document in the Authority's standard public fee document, as amended, revoked, replaced or otherwise altered from time to time.

**Authority Property** – those facilities which are owned, administered or operated by the Authority and to which both this Tariff and the Authority Fee Document applies.

**BC Ports** - means all port terminals located in the Province of British Columbia, Canada.

**Bill of Lading** - means the bill of lading issued by the Vessel Owner to distinguish a single Shipment of Cargo carried by a Vessel.

**Breakbulk Cargo** - means cargo which transits the Terminal in units or packages (not including Containers).

**Cargo** – means all Non-Containerized Cargo and Containerized Cargo.

**Cargo Owner** – includes the actual owner, agent, sender, shipper, consignee, receiver, or bailee of the Cargo, and the carrier of such Cargo to, upon, over or from the Authority Property, but does not include DPWC

**CBSA** – means the Canada Border Services Agency established pursuant to the *Canada Border Services Agency Act*, S.C. 2005, c. 38.

**Collective Agreement** – means an agreement in writing between an employer and an organization of employees that concerns, rates, charges, terms, conditions of employment.

**Containerized Cargo** - means all Non-Containerized Cargo that is in a Container, the Container in which such goods are stowed and all empty Containers.

**Container** – means a container without wheels or chassis that is rigid, reusable, capable of being mounted or dismounted using a crane with a container spreader, and that is used by Vessel Owners for transportation on board Vessels, that conforms to ISO dimensional standards and includes a container that is suitable for stacking and transporting dry, liquid gas or refrigerated Cargo, or a container that is described as flat rack, vehicle rack, liquid tank or open top.

**Container Crane** – means a crane used in loading or discharging Containerized Cargo from a Vessel at the Terminal.

**Container Storage Area** – means an area of open space provided for storing Containerized Cargo (usually in idle status).

**Container Yard** – means a place designated within the Terminal where Containerized Cargo, which are in transit between Vessels and Inland Carriers or the container freight station, are temporarily held or assembled.

**Demurrage** - means the daily charge payable on Imported and Exported Cargo which remain on the Terminal longer than the applicable Free Time.

**DPWC** – means DP World (Canada) Inc., a corporation pursuant to the Federal laws of Canada and extra-provincially registered in British Columbia (Reg. no. A0058667) having an office at 777 Centennial Road, Vancouver, British Columbia V6A 1A3, Canada, and includes all directors, officers, employees, agents, representatives, authorized external advisors and other third parties acting on the company's behalf.

**Effective Date** - has the meaning set forth in Section 1 (Preface and Basic Terms).

**EIR** - means equipment interchange receipts.

**Export** - means the movement of Cargo from an Inland Carrier to a place of rest at the Terminal and its subsequent transfer onto a Vessel.

**Free Time** – means a period of time specified in this Tariff during which Containerized Cargo or Non- Containerized Cargo, as applicable, handled may occupy space assigned to it in the Terminal, free of storage charges, either prior to the loading to a Vessel or subsequent to the discharge from a Vessel.

**Hazardous Cargo** - means any substance or material that is listed, defined or otherwise designated as (a) "Hazardous Substance" under any applicable laws (b) any chemical; (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any applicable laws.

**Import** - means the movement Cargo from a Vessel to a place of rest at the Terminal, and its subsequent transfer to an Inland Carrier.

**Inland Carrier** – means railway company, rail carrier, truck carrier, cartage company, tug and barge company operating within the coastal and/or inland waters of British Columbia, a private carrier, or any other transport vehicle that receives or delivers Cargo discharged from or to be loaded onto a Vessel.

**LOA** - means the maximum length overall of the Vessel in meters as stated on the certificate of registry or an alternate certificate document that declares the maximum length of a Vessel.

**M.T.** means that the number of Tonnes is calculated by measurement, in cubic meters, and equals 1,000 kilograms, or 2,204.6 pounds, or 1.1023 short tons, or 0.9842 long tons.

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

**MFBM** - means one thousand (1,000) foot board measure.

**N.O.S.** means Cargo not otherwise specified.

**Non-Containerized Cargo** – means all goods, personal property, effects, movables, bulk cargo, Breakbulk Cargo, unitized cargo, loose cargo, not presented at the Terminal in a Container.

**Non-Working Period** - are for the purposes of calculating berthage fees limited to Christmas Day, New Year's Day and Labour Day, always subject to the Vessel in fact not being worked, meaning there is no loading or unloading of Cargo.

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

**Shipment** – means a single consignment of Cargo tendered on one shipping document at one time from one point of origin by one shipper for one consignee to one point of destination. A shipment which is transported by a Vessel is distinguished by a separate Bill of Lading or Waybill issued by the Vessel Owner.

**Stores** - means a Vessel's supplies.

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

**Statutory Holidays** - means has the meaning set forth in the Collective Agreement

**Terminal** – means the means the container terminal facility located at the Port of Vancouver where DPWC performs terminal operations.

**Terminal Services** - has the meaning set forth in Section 1 (Preference and Basic Terms) of this Agreement.

**TEU** - means twenty-foot equivalent unit and in calculating TEUs, a 20' Container shall comprise one (1) TEU, a 40' Container shall comprise two (2) TEUs, and a 45' Container shall comprise two and a quarter (2.25) TEUs.

**Tonne** - unless otherwise specified, all "Tonnes" shall be regarded as freight tonnes and shall be determined by a weight Tonne of one thousand (1,000) kilograms or a measurement of one (1) cubic meter, whichever is greater.

**Transshipment** - means to transfer Cargo from one Vessel to another for further transportation to another terminal with said transfer occurring completely at the Terminal, in the case of laden Containerized Cargo, without the Containerized Cargo being destuffed or altered in form or composition.

**User** – includes any person, legal personal representative, corporation, body corporate, firm, partnership or business, whether incorporated or not, using or requesting any of the services described in this Tariff and any Cargo Owner presenting or delivering Cargo either personally or through an agent to DPWC for the provision of any of the services described in this Tariff.

**Vessel** – means any motor vessel, steamship, scow, barge or other watercraft that is presented for berthing at the Terminal. Reference to the Vessel includes, without exception, its owner, charterer, agent, operator and employees.

**Vessel Owner** - includes (a) the actual or registered owner, agent, operator, charterer by demise and master of the Vessel; and (b) the agents, employees, operators or charterers of the individuals set forth in sub-clause (a) of this definition.

**W.T.** - means that the number of Tonnes is calculated by weight, in metric Tonnes.

**Waybill** - means the waybill issued by the Vessel Owner to distinguish a single shipment of Cargo carried by a Vessel.

**Working Periods** - means all other periods of time outside those deemed Non-Working periods.

**WTI** - means the West Texas Intermediate crude oil price.

## 1.2 CONVERSION FACTORS

The following conversion factors will be used to convert weight and measurements or other values when needed to apply to the applicable fee(s) contained in this Tariff.

<b>Converting From</b>	<b>Converting To</b>
Kilogram ("kg"): one	equals 2.2046 pounds
Litre("L"): one	equals 0.2200 Imperial Gallons or 0.2646 U.S. Gallons
Metres ("m"): one	equals 3.2808 feet
Cubic meter	equals 1,000 Litre, or 35.315 cubic feet, or 0.08830 measurement tons (40 cubic feet), or 0.4238 MFBM, or 220.0 Imperial Gallons, or 27.50 Imperial Bushels, or 6.290 barrels (42 U.S. gallons)

## 2. PORT AUTHORITY CHARGES

DPWC is responsible for collecting all berthage fees and wharfage fees on behalf of the Authority. As of the Effective Date, the berthage fees and wharfage fees are described in Section 2.1 (Berthage Fees) and Section 2.2 (Wharfage Fees) below, provided, that such fees and terms may be different at the date of service and all such amounts are assessed in accordance with the Authority Fee Document. Users should confirm all berthage fees and wharfage fees with the Authority. The Authority Fee Document can be found at the Authority website: <http://www.portmetrovancover.com>.

### 2.1 Berthage Fees

The Authority charges a berthage fee based on physical size (LOA) of Vessel when it utilizes a berth owned by the Authority, as well as the Vessel's length of stay at a berth, from the time when the first line is made fast to when the last line is cast off. The berthage fee also applies to Vessels that are fastened to or tied up alongside any other Vessel occupying a berth. Berthage fees are intended to help recover investments and costs associated with the wharf apron and berth dredging and maintenance. The User is charged berthage fees as set out below.

Subject to the provisions of the Authority Fee Document, berthage fees are not payable in respect of the following Vessels:

- (a) a Vessel that, in the opinion of the Authority, is not of a commercial type or design and belongs to her Majesty in right of Canada or to a foreign government;
- (b) a tug that is docking or undocking another Vessel;
- (c) a Vessel that is loading or unloading Cargo to or from any Vessel that is paying berthage to the Authority;
- (d) a Vessel that is loading or unloading Cargo at Authority Property (often for subsequent reshipment), with said Cargo being loaded to or received from a Vessel at Authority Property paying berthage charges to the Authority.

The Authority reserves the right, in its discretion, to determine for the purposes of berthage fees the length of any Vessel.

#### **Coastal Vessels operating between BC Ports, other than passenger vessels**

*Per hour, or part thereof*

<b>Unit</b>	<b>Rate</b>
HR/m	\$0.118

*Minimum charge for such Vessels*

Total	\$75.10
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#### **Vessels other than those above:**

*Per hour, or part thereof, during Working Periods*

HR/m	\$0.437
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*Per hour, or part thereof, during Non-Working Periods*

HR/m	\$0.16
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*Minimum charge for such Vessels*

Total	\$321.84
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### 2.2 Wharfage Fees

Wharfage is a fee assessed by the Authority for handling Cargo at Authority Property. The wharfage fee is based on the weight or measurement of the applicable Cargo and is variable by type of Cargo. Wharfage fees are intended to help recover investments and costs associated with the provision of port infrastructure and services to handle Cargo.

Subject to the terms of this Section 2.2 (Wharfage Fees), wharfage fees on laden Containerized Cargo, both Export and Import, and Cargo are charged as set out below.

The Authority reserves the right to classify any Cargo and the Authority's decision in this regard shall be final and binding.

Wharfage will not be assessed more than once in respect of Cargo (including laden Containerized Cargo) that is considered Transshipment. Furthermore, Transshipped Containers will be charged wharfage fees once at the applicable Export rate, as set forth below.

Where Cargo 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, the wharfage charge may be reduced by fifty percent (50%).

Subject to the provisions of the Authority Fee Document, no wharfage fees shall be charged in respect of the following:

- (a) ship's Store and bunker fuel used solely for a Vessel that is loading or unloading Cargo or paying berthage in respect of Authority Property, provided, that the Authority does not issue a receipt for the Stores and fuel;
- (b) repair materials, lining or ballast delivered to and for the sole use of a Vessel loading or unloading Cargo or paying berthage fees in respect of Authority Property; or
- (c) empty Containers, unless carried for and charged by a Vessel, in which case the applicable Cargo wharfage rate will apply.

Wharfage fees on laden Containerized Cargo are payable by the Vessel Owners, and wharfage fees on Cargo are payable by the Cargo Owner.

<b>Wharfage charge for Containerized Cargo</b>	<b>Unit</b>	<b>Rate</b>
<i>Import laden</i> Containerized Cargo	Per-laden TEU	\$38.51
<i>Export laden</i> Containerized Cargo	Per-laden TEU	\$27.46
<b>Wharfage charge for Cargo</b>	<b>Unit</b>	<b>Rate</b>
<i>All Cargoes – N.O.S.</i>	MFBM	See Authority Fee Document
	W.T.	See Authority Fee Document

### 2.3 Gateway Infrastructure Fee

See Authority Fee Document

## 3 **VESSEL CHARGES**

### 3.1 Handling Lines

The Vessel charges below 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 (25%) of the published charge.

Where more than one Vessel is tied up and let go by the same lines crew gang within a single four hour period, the charges otherwise payable in respect of each Vessel shall be reduced by thirty percent (30%).

	A	B	C	D	E	F
	\$	\$	\$	\$	\$	\$
- Tying Up	1718.00	2127.00	2593.00	2159.00	2662.00	3290.00
- Letting Go	1147.00	1420.00	1730.00	1441.00	1776.00	2195.00

A = Monday – Friday 0800 – 1630 Hrs.

B = Monday – Friday 1630 – 0100 Hrs.

C = Monday – Friday 0100 – 0800 Hrs.

D = Saturday – 0800 – 1630 Hrs.

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

F = Statutory Holidays – All Shifts

3.2 Redocumentation

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.

	<b>Unit</b>	<b>Rate</b>
Redocumentation	Per Invoice	74.00

3.3 Standby

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.

	<b>Unit</b>	<b>Rate</b>
Standby	Per Occurrence	M/E

3.4 Water

DPWC will assess charges in accordance with the below chart for connecting and disconnecting 100 foot water hoses to a Vessel, connecting and disconnecting water hoses that are longer than 100 feet, and for any water used by the Vessel or User on a M.T. basis.

	<b>Unit</b>	<b>Rate</b>
<i>Connecting and disconnecting water</i>	100 Foot water hose to Vessel	\$159.26
<i>Each additional connection</i>	Foot section of additional water hose	\$31.85
<i>Charge for water delivered by hose to vessel</i>	M.T.	\$5.15

3.5 Service & Facility Charge

In addition to the berthage fees set forth in Section 2.1 (Berthage Fees), DPWC may assess a service and facility charge in respect of a Vessel that occupies a berth or is fastened-to or tied-up alongside any other Vessel occupying a berth for purposes other than Cargo handling by DPWC (e.g., Vessel maintenance or discharge of Cargo to water). Additional charges for security services to permit controlled access to the Terminal or Vessel and ground space used may be payable in addition to the services and facility charge.

Where a Vessel occupies a berth or is fastened-to or tied-up alongside any other Vessel occupying a berth for purposes other than Cargo handling by DPWC, the User and Vessel Owner:

- (a) at the request of DPWC, it shall provide to DPWC a refundable deposit in an amount determined by DPWC as security for any claim that may arise;
- (b) are liable on a joint and several basis to DPWC for any costs, expenses, damages or losses caused or occasioned as a result of the use by the Vessel and/or its crew of the Terminal; and
- (c) hereby agree to release DPWC from any claims whatsoever arising from or related to the use by the Vessel of the Terminal and to hold harmless and indemnify DPWC against any loss, damage or expense, including but not limited to, physical damage to the property of DPWC, claims by third parties for physical damage and/or personal injury and/or consequential loss howsoever caused or occasioned as a result of the use by the Vessel and/or its crew of the Terminal.

	<b>Unit</b>	<b>Rate</b>
Service & Facility Charge	Service & facility charge per-day or part thereof	\$1,500.00

3.6 Refundable Cleanup Deposit

The refundable clean up deposit is a deposit paid by Users when they request DPWC to cleanup certain debris.

	<b>Unit</b>	<b>Rate</b>
<i>Refundable Cleanup Deposit</i>	N/A	By Arrangement

3.7 Security Charges

The security charges are paid by Users when they request DPWC to provide certain security services.

	<b>Unit</b>	<b>Rate</b>
<i>Security charges</i>	N/A	By arrangement

3.8 Services Not Otherwise Specified

DPWC and the User may agree in writing on other services not specified in this Tariff.

	<b>Unit</b>	<b>Rate</b>
<i>Services not otherwise specified</i>	N/A	By arrangement

3.9 Ground Space

DPWC may charge a fee for additional ground space at the Terminal that a User might request for loading or unloading Cargo. These fees are paid on a per-day basis.

	<b>Unit</b>	<b>Rate</b>
Initial ground space	Per day based on 100m x 10m used	\$1,587.00 minimum
Additional ground space	Charged per day on 50m increments	\$794.00

**4 CONTAINER OPERATIONS**

4.1. Terminal throughput

Containerized Cargo throughput is counted as the movement of a Containerized Cargo from the Vessel to an Inland Carrier or from an Inland Carrier to the Vessel. It includes the movement of the Containerized Cargo between Vessel and place of rest in the Container Yard, ordinary sorting in the yard, and the movement of the Containerized Cargo to / from Inland Carrier (including loading / unloading).

An out of gage surcharge (“**OOG Surcharge**”) is applicable per Containerized Cargo (in addition to the throughput charge) for over dimensional Containerized Cargo (using standard spreader or over height spreader) for Containerized Cargo up to six (6) feet above the top of the Container, up to two (2) feet wide and under fifty three (53) in length. Laden flat rack containers also incur an out of gauge surcharge except when loaded / discharged direct to / from vessel from street truck. Containerized Cargo extending more than six (6) feet above the top of a Container may be regarded as Non-Containerized Cargo for invoicing purposes.

Loaded and empty Containerized Cargo throughput that is placed on or off a truck or rail car

	<b>Unit</b>	<b>Rate</b>
<i>Truck</i>	Per Container	\$402.00
<i>Rail</i>	Per Container	\$482.00
<i>OOG Surcharge</i>	Per Container	\$212.00

4.2 Yard Rehandle

A yard rehandle covers the extra sorting, stacking or moving of Containerized Cargo in the Container Yard at the request of the User or direction of the Authority.

Containerized Cargo shall be received and spotted in the Container Yard in accordance with instructions from either the Vessel Owner or the Cargo Owner. Where instructions are not received or are changed after they are received and rehandling of Containerized Cargo is necessary, a yard rehandling charge shall be payable for each additional movement of the Containerized Cargo.

	<b>Unit</b>	<b>Rate</b>
<i>Yard Rehandle</i>	Per Container	\$79.00

4.3 Gate Charge

The gate charge covers the receipt / delivery of Containerized Cargo at the gate and the unloading / loading of the Containerized Cargo from / to an Inland Carrier. It includes visual inspection of general external condition of the Containerized Cargo, and the giving and taking of EIRs. Delivery of an empty will not include opening the Containerized Cargo for inspection.

Gate charges will be applied to empty Containers declared to be a bad order by the receiving truck driver, which do not leave the Terminal.

	<b>Unit</b>	<b>Rate</b>
<i>Truck</i>	Per Container	\$79.00
<i>Rail Car</i>	Per Container	\$159.00

4.4 After Hours Gate Charge

An afterhours gate charge is charged for any Containerized Cargo received or delivered outside of normal gate operating hours.

	<b>Unit</b>	<b>Rate</b>
<i>After hours gate charge</i>	Per Container	\$303.50

4.5 Import and Full Export Speed Gate

We can provide a dedicate lane to service a block of containers; minimum 40 containers, maximum 60 containers. Any containers designated for the speed gate which are not picked up will be charged a terminal rehandle.

	<b>Unit</b>	<b>Rate</b>
<i>Import and Full Export Speed Gate</i>	Per Container	\$40.00

4.6 Reprinting Out Gate Interchange

A reprint fee will be assessed for each reprinting of an out gate interchange.

	<b>Unit</b>	<b>Rate</b>
<i>Reprinting out gate Interchange</i>	Per Reprint	\$37.00

4.7 Overweight Surcharge

DPWC has a zero tolerance policy for handling overweight Containerized Cargo. Containerized Cargo received that exceeds the maximum payload of the Containerized Cargo is considered unsafe. All such cargo will be rejected by DPWC and the amount set forth below shall be assessed. The overweight surcharge is applicable for the special handling required, and DPWC will charge additional fees to remove excess Cargo and the party or parties causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damages including death and personal injury, legal and court expenses, directly or indirectly resulting from such unauthorized use.

	<b>Unit</b>	<b>Rate</b>
<i>Overweight surcharge</i>	Per Container	\$317.00

4.8 Specialized Cargo Gear

DPWC will supply the normal Cargo gear needed to effect discharging/loading of Cargo. However, in the instance of specialized Cargo gear being required for discharging or loading of special Cargo or lifts, appropriate Cargo gear will be supplied by the User. Any such Cargo gear must have up to date certification pertaining to the safety of the Cargo gear being provided. If no such documentation is available, DPWC reserves the right to reject such Cargo gear and shall, if possible, supply suitable Cargo gear at the User's cost.

<i>Specialized Cargo Gear Surcharge</i>	Per Item
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4.9 Vessel Containerized Cargo Reposition

A repositioning fee will be assessed for Containerized Cargo that is repositioned or on a Vessel without removing such Containerized Cargo from the Vessel.

	<b>Unit</b>	<b>Rate</b>
<i>Moving Containerized Cargo from cell to cell onboard Vessel</i>	Per Container	\$159.00
<i>Moving Containerized Cargo via quay from cell to dock and then to cell</i>	Per Container	\$317.00

4.10 Reefer Rail Supplement

A refrigerated rail supplement is a charge to cover the inefficiencies introduced to rail operations by handling of refrigerated Containerized Cargo.

	<b>Unit</b>	<b>Rate</b>
<i>Reefer Rail Supplement</i>	Per Container	\$53.00

#### 4.11 Railcar Refrigerated Containerized Cargo Cabling

A railcar refrigerated Containerized Cargo cabling charge is a charge to the railroad for installation or removal of reefer cables and generator set. This fee is consistent with the Transport Canada requirements that were introduced in 2007.

	<b>Unit</b>	<b>Rate</b>
<i>Unloading</i>	Per move	\$79.00
<i>Loading</i>	Per move	\$159.00

#### 4.12 Rail Sorts Surcharge

A rail sort surcharge is a fee to cover any sorts in excess of the four (4) free import destination sorts included in the rail thruput.

	<b>Unit</b>	<b>Rate</b>
<i>Rail Sorts Surcharge</i>	Per Container	\$25.00

#### 4.13 Overweight Rail Container

An overweight surcharge shall be applicable for any 20' container exceeding 23,900 kg for 23.9 tonnes in weight. This surcharge is due to an increase in the number of heavy 20' containers received for rail load and the related issues of longer dwell, limited availability of high stress rail cars, and equipment matching issues.

	<b>Unit</b>	<b>Rate</b>
<i>Overweight Rail Container</i>	Per Container	\$150.00

#### 4.14 EDI or Waybill Errors

This item refers to re-work of containers which may be necessary due to billing errors (EDI or waybill) between a shipping line and their rail provider. Billing errors may require the removal of containers from a loaded rail track, interfere with the release of a loaded track and cause unnecessary delays to other customers. Any rehandles required will be billed in addition to the EDI/Waybill error charge.

	<b>Unit</b>	<b>Rate</b>
<i>EDI or Waybill Errors</i>	Per Container	\$250.00

#### 4.15 Export Change of Status Charge

Export change of status charges are charges assessed on any Export Containerized Cargo received on dock where the booking is subsequently rolled to the next Vessel, the port of discharge is changed or there is any status change to the Containerized Cargo. This is in addition to any Demurrage levied but includes all Yard Rehandling.

	<b>Unit</b>	<b>Rate</b>
<i>Export change of status charge</i>	Per Container	\$212.00

#### 4.16 Plugging and Unplugging Refrigerated Containerized Cargo

A fee will be assessed for the service of plugging or unplugging the power cable of mechanical refrigerated Containerized Cargo into or from the electrical service outlets provided, and switching the power supply on / off.

	<b>Unit</b>	<b>Rate</b>
<i>Plugging or unplugging Refrigerated Containerized Cargo</i>	Each time performed	\$27.00

#### 4.17 Monitoring Refrigerated Containerized Cargo

A fee will be assessed for checking proper temperature levels and the operation of refrigerated Containerized Cargo at the request of the User when such Containers are plugged into DPWC's electrical facilities. DPWC may perform repairs on refrigerated Containerized Cargo at the request of the User and at additional cost.

	<b>Unit</b>	<b>Rate</b>
<i>Monitoring Refrigerated Containerized Cargo</i>	Calendar day or part	\$22.00

4.18 Electric Power for Refrigerated Containerized Cargo

A fee will be assessed for DPWC providing electrical power for refrigerated Containerized Cargo. The use of service outlets and electricity and charge shall be imposed for each calendar day or fraction thereof. DPWC will exercise reasonable care to provide adequate and continuous electrical power for refrigerated Containerized Cargo but does not guarantee that such power will always be provided. DPWC is not responsible for, and has no liability for any loss or damage to Cargo, in the event of any electrical power failure.

	<b>Unit</b>	<b>Rate</b>
<i>Electric Power for Refrigerated Containerized Cargo</i>	Calendar day or part	\$15.90

4.19 Sweep or Vacuum Containerized Cargo

The fee for sweeping or vacuuming Containerized Cargo covers the clearing and sweeping of dunnage or debris from Containerized Cargo and / or the internal washing or steam cleaning of the Containerized Cargo.

	<b>Unit</b>	<b>Rate</b>
<i>Sweep or vacuum of Containerized Cargo</i>	20 ft. Container	By arrangement
	40 ft. Container	By arrangement

4.20 Application / Removal of Placard or Seal

The fee for applying or removing placards or seal covers the costs of removing or applying a placard or seal.

	<b>Unit</b>	<b>Rate</b>
<i>Applying or removing placard or Seal</i>	Per Container	\$69.00

4.21 Supplying Placard or Seal

The fee for supplying a placard or seal covers the costs of the new placard for the old placard or seal.

	<b>Unit</b>	<b>Rate</b>
<i>Applying or removing placard</i>	Per Container	\$10.80

4.22 CBSA Charges

DPWC will assess a CBSA charge against Containerized Cargo that is inspected by CBSA as follows; If the Containerized Cargo has been Inspected is a Refrigerated Containerized Cargo a charge as per 4.12 will also apply.

	<b>Unit</b>	<b>Rate</b>
<i>CBSA Charge</i>	CBSA dockside exam	\$148.00
<i>CBSA Charge</i>	CBSA off dock exam (Export)	\$286.00
<i>CBSA Charge</i>	CBSA off dock exam	\$207.00
<i>CBSA Charge</i>	CBSA Random Inspection from vessel or rail	\$47.00
<i>CBSA Charge</i>	Vessel/rail coming off the vessel or rail	\$79.00
<i>CBSA Charge</i>	CBSA Paper holds	\$106.00
<i>CBSA Charge</i>	CBSA radiation portal exam	\$238.00
<i>CBSA Charge</i>	Large Scale Imaging (LSI) technology	\$600.00

4.23 Surveying

For an additional surveying fee, Containerized Cargo may be made available in a safe location for inspection by surveyor(s). Surveyor(s) will be escorted to the location by an agent or employee of DPWC or the Authority. Machinery, if required, will be made available at the earliest convenience for use by the surveyor.

	<b>Unit</b>	<b>Rate</b>
<i>Surveying Fee</i>	Per Survey	\$116.00

4.24 Empty Container Storage

Empty 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.

Empty 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 EIRs 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.

	<b>Unit</b>	<b>Rate</b>
<i>Empty Container storage fee</i>	TEU per day	\$106.00

#### 4.25 Demurrage

Following the expiry of any applicable Free Time, all Containerized Cargo is subject to Demurrage. Demurrage rates are assessed on and including any part or partial days. Demurrage may be prorated for Containerized Cargo with multiple Bills of Lading or Waybills and multiple parties being charged may be provided. The basis for proration will be calculated on the basis of the measurement of the Cargo.

The earliest receiving date applicable for an Export rail Containerized Cargo is seven (7) calendar days prior to a Vessel's cut-off and for an Export truck Containerized Cargo is three (3) working days prior to Vessel cut-off.

The Free Time on all Exports shall be seven (7) calendar days prior to the date of the applicable Vessel's actual arrival.

The Free Time on all Imports shall be calculated as follows:

<b>Truck</b>	All Imports received for truck shall have three (3) gate working days Free Time following Vessel release which is usually after the Vessel completion.
<b>Rail</b>	All Imports received by rail shall have three (3) calendar days Free Time following the day the Vessel that unloaded the Containerized Cargo is released, which is usually the Vessel completion date, <u>provided</u> , that where rail Containerized Cargo are pre-cleared or traveling in bond & no holds are placed on them. Demurrage will be waived unless notice has been given by DPWC at least five (5) working days prior to the Demurrage rates being applied.
<b>CBSA</b>	All Imports received subject to CBSA examination shall have three (3) calendar days Free Time following return of the Containerized Cargo from customs exam or any removal of customs hold, as applicable. The days include day of delivery or day hold is removed.

Demurrage on Import Containerized Cargo, including empty Import Containerized Cargo, is paid as follows:

	<b>Unit</b>	<b>Rate</b>
<i>First five (5) calendar days following Free Time (including day of receipt)</i>	TEU per day	\$106.00
<i>Everyday thereafter</i>	TEU per day	\$233.00

Demurrage on Export Containerized Cargo received by rail, including empty Exports, is paid as follows:

<i>First seven (7) calendar days following Free Time (including days of receipt)</i>	TEU per day	\$37.00
<i>Everyday thereafter</i>	TEU per day	\$96.00

Demurrage is due and payable on a joint and several basis by the User, Cargo Owner and the Vessel Owner that carried the Containerized Cargo in the case of an Import shipment, or the Vessel Owner that was scheduled to carry the Containerized Cargo in the case of an export shipment.

After thirty (30) calendar days, the User, Cargo Owner or Vessel Owner, as applicable, must have the written authorization of DPWC to keep the Containerized Cargo on the Terminal. And beginning on the thirty first (31st) day such Containerized Cargo, at DPWC's sole option, shall be (a) returned to the User, Cargo Owner or Vessel Owner, as applicable; (b) subject to all applicable Demurrage; (c) considered Abandoned Cargo and assessed a penalty in accordance with Section 4.28 (Abandoned Cargo and Containers); and/or (d) subject to a lien and the power of sale in accordance with Section 11.7 (Lien and Power of Sale).

#### 4.26 Dangerous and Hazardous Cargo

The acceptance, handling or storage of explosives or excessively inflammable or Hazardous Cargo will be (a) subject to obtaining prior written approval from the Authority and DPWC, (b) subject to making prior special written arrangements with DPWC, and (c) governed by the rules and regulations of the *Transportation of Dangerous Goods Act, 1992*, S.C. 1992, c. 34 and any other applicable Federal or Provincial laws and regulations. DPWC, at its discretion, may assess additional charges for handling

Hazardous Cargo (e.g., disposal fees, equipment costs, costs associated with contracting appropriate safety personnel such as firefighters or medical staff) in addition to the rates defined in this Tariff and it may refuse to handle any Cargo or provide storage, which in its sole judgment could cause damage to human health, other Cargo or property.

Hazardous Cargo must be presented in accordance with International Maritime Organization (“IMO”) regulations and a detailed description of the Hazardous Cargo, including its IMO code and rating must be provided to DPWC in writing and in advance by the User, Cargo Owner or the Vessel Owner.

	<b>Unit</b>	<b>Rate</b>
<i>Extra services required in handling Hazardous Cargo</i>	N/A	M/E
<i>Surcharge for handling Hazardous Cargo including tanks</i>	Per Container	\$106.00

4.27 Security Surcharge

DPWC will assess a security charge against each laden Containerized Cargo passing through the Terminal (i.e., Imports and Exports) or Transshipment. Security surcharge will not be assessed on a empty Container except when the container is carried as chargeable freight

	<b>Unit</b>	<b>Rate</b>
<i>Container security surcharge</i>	Laden TEU	\$ 3.60

4.28 Fuel Surcharge

DPWC will assess a fuel surcharge against Containerized Cargo, provided, that the fuel surcharge will only apply once the crude oil price as per the WTI exceeds \$100 per barrel. The rate will be set on a quarterly basis based on the previous quarters’ average crude price per the WTI.

	<b>Unit</b>	<b>Rate</b>
<i>Fuel surcharge for when crude price is between \$100.00 - \$115.00</i>	Full Container	\$2.90
	M.T. Container	\$1.70
<i>Fuel surcharge for when crude price is between \$115.01- \$130.00</i>	Full Container	\$4.10
	M.T. Container	\$2.50
<i>Fuel surcharge for when crude price is between \$130.01- \$145.00</i>	Full Container	\$5.40
	M.T. Container	\$3.20
<i>Fuel surcharge for when crude price is between \$145.01 - \$160</i>	Full Container	\$6.60
	M.T. Container	\$4.00

4.29 Weighing Containerized Cargo on Scales

The service of weighing Containerized Cargo on a scale includes placing the Containerized Cargo on the scale, removing the Containerized Cargo and issuing a scale ticket after each weighing.

	<b>Unit</b>	<b>Rate</b>
<i>Weighing Containerized Cargo</i>	Per scale ticket	\$53.00

4.30 Minor Damage

Notwithstanding DPWC’s other rights and obligations under this Tariff, DPWC, at its sole discretion, may assess a charge against any User that damages DPWC’s property or the Terminal. Any charge so assessed is without prejudice and in addition to DPWC’s other rights or remedies under this Tariff to recover their actual loss.

<i>Minor damage</i>	Per Incidence	\$159.00
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4.31 Security Breaches

Notwithstanding DPWC’s other rights and obligations under this Tariff, DPWC, at its sole discretion, may assess a charge against any User each time that User breaches any of DPWC’s security rules and regulations.

	<b>Unit</b>	<b>Rate</b>
<i>Security breach</i>	Per Incidence ( First Offence)	\$529.00
	Per Incidence ( Second Offence)	\$1,587.00

4.32 Abandoned Cargo and Containers

Notwithstanding DPWC’s other rights and obligations under this Tariff, DPWC, at its sole discretion, may assess a charge against any User or Vessel Owner that leaves Abandoned Cargo at the Terminal. Any charge so assessed is without prejudice and in addition to DPWC’s other rights or remedies under this Tariff, including, without limitation, the rights set out in Section 11.3 (Compulsory Removal of Cargo) and Section 11.7 (Lien and Power of Sale).

<i>Abandoned Cargo</i>	<b>Unit</b> Per Container or unit of Cargo, as applicable	<b>Rate</b> \$5,292.00
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4.33 Container Off Hires

The fee for requesting that a container go off hire is calculated and billed as 2 terminal rehandles.

<i>Container Off Hire</i>	<b>Unit</b> Per Off Hire	<b>Rate</b> \$158.00
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4.34 Backward Facing Containers

The fee is for discharging any container that is placed in the wrong direction on the vessel at the load port.

<i>Backward facing Containers</i>	<b>Unit</b> Per Container	<b>Rate</b> \$79.00
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4.35 Expedited Rail Service

An expedited rail service (ERS) is available for Montreal and Toronto. This service provides rail priority service with delivery of cargo within 24 hours of vessel discharge completion, subject to rail car availability.

<i>Expedited Rail Service</i>	<b>Unit</b> Per Container	<b>Rate</b> \$280.00
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4.36 Local Rush

Fee for delivering containers while the vessel is still working, provided it is a gate working day.

<i>Local Rush</i>	Per Container	\$350.00
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4.37 Digital Photographs

<i>Digital Photographs</i>	<b>Unit</b> Per Container	<b>Rate</b> \$35.00
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**5. NON-CONTAINERIZED CARGO**

5.1 Unitized Cargo

Unitized Cargo rates set forth below shall apply to Non-Containerized Cargo that fulfills the following conditions:

- (a) The Non-Containerized Cargo must be in small packages or units which are wrapped and/or strapped together on a pallet.
- (b) The pallet must be a device on the deck of which a quantity of Non-Containerized Cargo can be assembled to or from a unit load for the purpose of transporting it, or of handling or stacking it with the assistance of mechanical equipment. The overall height and dimension of the pallet should be reduced to the minimum compatible with handling by forklift trucks and pallet trucks.
- (c) The unitized Non-Containerized Cargo unit must not be more than 2,500 kilograms in weight or four cubic meters in measurement and the longest side of the unitized Non-Containerized Cargo must not be more than two meters.
- (d) The unitized Non-Containerized Cargo must be discharged or loaded with the aid of forklift trucks on-board and on wharf.

5.2 Loose Non-Containerized Cargo

All Non-Containerized Cargo that does not meet the conditions set forth in Section 5.1 (Unitized Non-Containerized Cargo) shall be charged the loose Non- Containerized Cargo rates set forth below.

	<b>Unit</b>	<b>Rate for stuffing into Container or destuffing from Container</b>	<b>Rate for handling of Cargo on Terminal</b>
<i>Unitized Non-Containerized Cargo</i>	W.T.	\$42.00	\$42.00
<i>Unitized Non-Containerized Cargo</i>	M.T.	\$37.00	\$37.00
<i>Loose Non-Containerized Cargo</i>	W.T.	\$53.00	\$53.00

<i>Loose Non-Containerized Cargo</i>	M.T.	\$47.00	\$47.00
	<b>Unit</b>	<b>Rate for loading from a Vessel onto a truck or rail</b>	<b>Rate for unloading from truck or rail onto a Vessel</b>
<i>Unitized Non-Containerized Cargo</i>	W.T.	\$53.00	\$37.00
<i>Unitized Non-Containerized Cargo</i>	M.T.	\$42.00	\$32.00
<i>Loose Non-Containerized Cargo</i>	W.T.	\$69.00	\$37.00
<i>Loose Non-Containerized Cargo</i>	M.T.	\$59.00	\$32.00

### 5.3 Direct Transfers

A direct transfer is the delivery of export Non-Containerized Cargo directly to a Vessel's hook, or the delivery of Import Non-Containerized Cargo from a Vessel's hook to a User onto another Vessel, truck, railcar or other mode of transport arranged by the User and which are received onto such transport. If for any reason Non-Containerized Cargo for direct transfer are landed on the quay and/or stacked in the open yard, full handling charges shall apply.

DPWC's prior approval must be obtained prior to a direct transfer and DPWC reserves the right to refuse direct transfer service of all or parts of a shipment at its sole opinion.

The direct transfer rates do not include any wharf checking service, but do 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 Non-Containerized Cargo to another Vessel, truck, railcar or other mode of transport at the convenience of DPWC.

#### 5.3.1 Responsibility, Liability and Indemnity for Direct Transfers

Where there is a direct transfer of Non-Containerized Cargo, DPWC shall not be responsible for (a) recording or verifying the quantity, quality, condition, marks or type of Non-Containerized Cargo discharged from or loaded; (b) delays in loading or discharging of the Non-Containerized Cargo; (c) securing or unsecuring of the Non-Containerized Cargo to or from another Vessel, truck, railcar or other mode of transport; or (d) inspecting, checking or otherwise verifying the suitability of the Non-Containerized Cargo for transport by another Vessel, truck, railcar or other mode of transport.

In addition to the foregoing, where there is a direct transfer of Non-Containerized Cargo:

- (a) DPWC shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by the loading of Non-Containerized Cargo onto another Vessel, truck, railcar or other mode of transport, securing of Non-Containerized Cargo onto another Vessel, truck, railcar or other mode of transport, or any subsequent carriage and/or handling of the Non-Containerized following the direct transfer, even if such costs, expenses, damages or losses are caused by an act, omission or the negligence of DPWC; and
- (b) the User requesting the direct transfer shall indemnify and hold harmless DPWC against any costs, expenses, damages or losses including, but not limited to, physical damage to the property of DPWC, claims by third parties for physical damage and/or personal injury and/or consequential loss howsoever caused or occasioned as a result of the loading of Non-Containerized Cargo onto another Vessel, truck, railcar or other mode of transport, securing of Non-Containerized Cargo onto another Vessel, truck, railcar or other mode of transport, or any subsequent carriage and/or handling of the Non-Containerized following the direct transfer, even if such costs, expenses, damages or losses are caused by an act, omission or the negligence of DPWC.

<b>Direct transfer rates between a Vessel and a truck or rail</b>	<b>Unit</b>	<b>Rate</b>
<i>Non-Containerized Cargo unloaded from a Vessel</i>	Higher of W.T. or M.T.	\$27.00
<i>Non-Containerized Cargo loaded onto a Vessel</i>	Higher of W.T. or M.T.	\$27.00
<b>Direct transfer rates between one Vessel and another Vessel</b>	<b>Unit</b>	<b>Rate</b>
<i>Cargo unloaded from a Vessel to another Vessel</i>	Higher of W.T. or M.T.	\$27.00
<i>Cargo loaded onto a Vessel from another Vessel</i>	Higher of W.T. or M.T.	\$27.00

5.4 Non-Containerized Cargo Demurrage

For Non-Containerized Cargo the Demurrage charge is calculated as the greater of the weight in W.T. times the daily rate or the measure in M.T. times the daily rate. The minimum charge for Non-Containerized Cargo Demurrage is \$100.00. Free-time for Non-Containerized Cargo is five (5) working days prior to the scheduled loading for Export shipments and five (5) working days after completion of discharge in the case of Import shipments.

Demurrage is due and payable on a joint and several basis by the Cargo Owner and the Vessel Owner that carried the Non-Containerized Cargo in the case of an Import shipment, or the Vessel Owner that was scheduled to carry the Non-Containerized Cargo in the case of an Export shipment.

	<b>Unit</b>	<b>Rate</b>
Cargo	Higher of W.T. or M.T.	\$15.90

5.5 Non-Containerized Cargo Services

5.5.1 *Boarding*

Boarding is the process of making loose Non-Containerized Cargo so that it is Unitized and the rates for boarding are determined at the time the services are to be performed.

5.5.2 *Bracing*

Bracing is the process of bracing Unitized or loose Non-Containerized Cargo in a Container so that it is secure in the Container. The rates for bracing are determined at the time the services are to be performed.

5.5.3 *Covering Non-Containerized Cargo*

Covering Non-Containerized Cargo is the process of covering Non-Containerized Cargo with a tarp or other weatherproof covering. The rates for covering are determined at the time the services are requested to be performed.

5.5.4 *Stenciling Non-Containerized Cargo*

Stenciling Non-Containerized Cargo is the process of using a stencil board to place specific marks on Non-Containerized Cargo with ink or paint. The rates for stenciling Non-Containerized Cargo are determined at the time the services are to be performed.

5.5.5 *Labeling Non-Containerized Cargo*

Labeling Non-Containerized Cargo is the process of applying a paper label supplied by the User on the Non-Containerized Cargo. The rates for labeling are determined at the time the services are to be performed.

**6. LABOUR AND EQUIPMENT CHARGES**

6.1 Straight Time and Shift Differentials

	<b>Straight Time</b>			<b>Shift Differentials</b>			
	<b><u>A</u></b> <b>\$</b>	<b><u>B</u></b> <b>\$</b>	<b><u>C</u></b> <b>\$</b>	<b><u>D</u></b> <b>\$</b>	<b><u>E</u></b> <b>\$</b>	<b><u>F</u></b> <b>\$</b>	<b><u>G</u></b> <b>\$</b>
Head Foreman	115.39	132.70	23.75	25.48	50.62	54.45	89.09
Foreman	112.76	129.67	22.51	24.24	48.15	51.97	86.62
Longshoreman #1	74.29	85.43	17.02	18.35	36.43	39.32	65.50
Longshoreman #2	73.04	84.00	17.02	18.35	36.43	39.32	65.50
Longshoreman #3	72.46	83.33	17.02	18.35	36.43	39.32	65.50
Longshoreman #4	72.21	83.04	17.02	18.35	36.43	39.32	65.50
Longshoreman - Basic	71.37	82.08	17.02	18.35	36.43	39.32	65.50

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).

### 6.2 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	44.55	89.09	80.17	82.79	120.50	126.22	140.07	178.17	
Foreman	43.31	86.62	77.07	79.70	115.54	121.27	135.11	173.21	
Longshoreman	32.76	65.50	58.27	60.28	87.41	91.72	102.21	131.02	36.43

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.

### 6.3 Equipment hire

	<b>Unit</b>	<b>Rate</b>
<i>Container Crane (use of one Container Crane)</i>	Hour (Minimum charge is four (4) hours)	\$873.00

The period of hiring a Container 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 a Container 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 User.

Where a User requests the use of a Container Crane and, after the Container Crane has been made available, fails to make use of the Container Crane, he shall be liable for all labour costs incurred.

	<b>Unit</b>	<b>Rate</b>
<i>Lift Trucks (under 3,629 kg)</i>	Hour	\$ 69.00
<i>Lift Trucks (between 3,629 kg and 7,258 kg)</i>	Hour	\$133.00

<i>Lift Trucks (between 7,258 kg and 13, 688 kg)</i>	Hour	\$153.00
<i>Lift Trucks (over 13,688 kg)</i>	Hour	\$254.00
<i>Rubber tired gantry (minimum charge of four hours)</i>	Hour	\$397.00
<i>Tractor</i>	Hour	\$ 53.00
<i>Trailer Container and Cargo</i>	Hour	\$ 27.00
<i>Trailer Twin 20 foot Container</i>	Hour	\$ 27.00
<i>Trailer 53 foot Container</i>	Hour	\$ 27.00
<i>Spill Trailer</i>	Hour	\$ 51.00

#### 6.4 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 Containerized Cargo for loading;
- c) clearing Terminal of dunnage, stevedore gear and other equipment or material; and,
- d) any other service not specified in this Tariff.

#### 6.5 Minimum Number of Labour Hours

Where DPWC 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.

#### 6.6 Overtime

Where Terminal Services are performed by persons working Overtime the person requesting the services shall pay to DPWC any amount equal to the difference between Straight Time costs and Overtime costs for all labour and supervision according to man-hour rates. DPWC reserves the right to allocate gangs and decide whether or not Overtime should be worked.

#### 6.7 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 Vessel which requested the gang(s).

#### 6.8 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 User subject to payment of incremental costs based on shift extension rates plus meal allowance.

### 7. **LIMITATION AND EXCLUSION OF LIABILITY**

#### 7.1 Limitation and Exclusion of Liability

The following are general terms and conditions of this Tariff that apply to the provision of all Terminal Services referred to in this Tariff or the Authority Fee Document, and of provision of facilities by the Authority. For the avoidance of doubt, unless there is a superseding written agreement with DPWC, the terms and conditions of this Section 7 (Limitation and Exclusion of Liability) shall apply to all Users that are receiving Terminal Services and shall apply to all Users.

#### 7.2 Injury to Persons (Including Death) – Limitation of Liability

DPWC shall not be liable for the death of or personal injury to any persons, including but not limited to passengers and crew of a Vessel, occurring in or about the Terminal, unless such personal injury or death occurs directly and solely as a result of the proven negligence or willful misconduct of DPWC and unless the person sustaining such personal injury or death is not a worker within the meaning of Section of the *Worker's Compensation Act*, R.S.B.C. 1996, c. 492 of British Columbia who sustained such personal injury or death in the course of his employment.

#### 7.3 Basis of Liability

Other than in cases involving property damage, personal injury or death, the total liability of DPWC to a User (if any) for the failure to properly perform any of the Terminal Services is limited to refunding the amount paid by the User for such services and is subject to the liability ceiling amount referred to in Section 7.13 (Liability Ceiling Amount).

#### 7.4 Delay – Exclusion of Liability

DPWC 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 Cargo arising from any cause whatsoever, including but not limited to negligence, error, act, omission or willful misconduct of DPWC.

#### 7.5 Mixed Cargo – Limitation of Liability

DPWC will not acknowledge the receipt of or have any responsibility or liability whatsoever for any Cargo that is unloaded from a Vessel in such a manner that they are likely to be mixed with Cargo covered by more than one Bill of Lading or Waybill, unless an employee or agent of DPWC is given sufficient time and opportunity to sort, count and inspect the Cargo, and DPWC has been paid by the User to sort, count and inspect the Cargo.

The record of sort, count or damage compiled by DPWC shall in the event of any claims being made against DPWC for loss, damage or expense be deemed to be an accurate record of sort, count or damage of the Cargo upon receipt from the Vessel.

#### 7.6 Damage – Exclusion of Liability

DPWC shall not be liable for any loss or destruction of or damage to Cargo, 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 DPWC while acting within the scope of his duties or employment; and
- b) within:
  - i) thirty days after the Cargo, Containers, chassis or property were removed or should have been removed from Terminal, notice of the loss, destruction or damage and the general nature thereof is given in writing to DPWC; 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 DPWC; and
- c) legal proceedings to enforce a claim for such loss, destruction or damage are brought against DPWC within one year following the incident alleged to have caused the loss, destruction or damage.

#### 7.7 Damage – Amount of Liability Limited

DPWC shall not be liable in any event for any loss or destruction of or damage to Cargo, Containers, chassis or any other property whatsoever in any amount exceeding:

- a) In the case of Cargo:
  - i) the landed cost of the Cargo, including invoiced cost as paid to the supplier, plus freight, insurance and any duty paid and not refundable, minus any salvage market value; or,
  - ii) five hundred dollars (\$500.00) per package or per customary freight unit, whichever is less, unless the nature and value of the Cargo is declared in writing to DPWC at or before the time the Cargo is received on the Terminal, in which case the liability of DPWC shall be limited to the landed cost of the Cargo described in clause a) i) above. For the purpose of clause a) ii) hereof, where Cargo is received or handled by DPWC within a Container, trailer or boxcar, the Container, trailer or boxcar and not the number of articles therein shall for the purpose of clause a) ii) be deemed to be a package or customary freight unit.
- b) In the case of Containers, chassis or other property,
  - i) the replacement value of the Container, chassis or other property, minus any salvage market value; or,
  - ii) five hundred dollars (\$500) per package or unit,

whichever is less. For the purpose of clause b) ii) hereof, a Container and a chassis shall be for the purpose of clause b) ii) be deemed to be a package or unit.

#### 7.8 Exclusion of Liability for Indirect or Consequential Damage or Loss

Notwithstanding any other provisions of this Tariff, DPWC 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 DPWC.

#### 7.9 Vessels and Floating Assets at Vessel 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 the Terminal or in the process of arriving or departing there from shall be at the sole risk of the Vessel Owner and/or User. DPWC makes no representations or warranty as to the safety, fitness or suitability of any dock at the Terminal or the Terminal for any Vessel.

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

DPWC, 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 carriage as are set out in the Vessel Owner's favour in any Bill of Lading, Waybill or similar document relating to the Cargo in question and, in the case of a Vessel carrying passengers, any passenger tickets or contracts between the Vessel Owner and such passenger.

The Vessel Owner will include DPWC or arrange to have it included as an express beneficiary, to the extent of the services to be performed hereunder, of all rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of carriage, as evidenced by its standard Bills of Lading, Waybills and / or passenger tickets, as issued by the Vessel Owner, and in the case of ad valorem Cargo, the Vessel Owner agrees to hold DPWC harmless from and indemnify it against any resultant increase in liability.

In the event the Vessel Owner is not the carrier of the Cargo to be handled by DPWC, the Vessel Owner expressly agrees that all rights, immunities, exceptions, exemptions, restrictions and liability limitations contained in the involved carrier's applicable Bill of Lading, Waybill or similar document relating to the Cargo shall enure to the benefit of DPWC. The Vessel Owner agrees that in no event shall DPWC have any liability in excess of that of the carrier respecting loss or damage of Cargo and agrees to indemnify and hold harmless the Authority, DPWC, and any of their agents, servants or employees (and any other person, firm or corporation engaged by the Authority and DPWC to furnish labour, materials or equipment relating to the receipt or handling of Cargo or Vessels at the Terminal) from and against all losses, claims, demands and suits for damages (including court expenses and counsel fees), for death or personal injury or property damage that may be imposed upon the Authority and DPWC or any of its agents, servants, employees or contractors by any Vessel Owner carrier, User or a Cargo Owner (or their agents or employees) as a consequence of Terminal Services.

7.11 No Right of Deduction or Set-Off

Notwithstanding any liability or alleged liability of DPWC or the Authority under this Tariff or otherwise, Users 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 the Authority Fee Document, all of which shall be paid in full as and when due.

7.12 Exclusions, Exemptions and Limitations are Cumulative

The exclusions, exemptions and limitations of liability set forth herein either expressly or by reference 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 DPWC may rely at law or in equity.

7.13 Liability Ceiling Amount

The maximum aggregate liability, if any, of DPWC 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 DPWC is \$500,000 and in the case of loss or damage to Cargo, the maximum liability of DPWC is \$250,000.

7.14 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 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 DPWC.

7.15 Weather Damage

The Authority and DPWC shall not be responsible for damage to Cargo, chassis or any other property whatsoever caused by the weather while in outside storage or in transit or on Terminal.

7.16 Container Crane

7.16.1 DPWC makes no representations or warranties whatsoever as to the condition or fitness of a Container Crane or the competence of a Container Crane operators or any personnel whomsoever involved directly or indirectly in the preparation, position, movement, use, operation or shut-down of any Container Crane.

7.16.2 DPWC 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 a Container Crane prior to or during operations, as well as the use or operation of a Container Crane during the period of hire or the shut-down time of a Container Crane following the end of operations. The Vessel Owner, Cargo Owner and/or User shall indemnify, defend and hold harmless DPWC 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 a Container Crane prior to the beginning of the period of operations, 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.

7.16.3 The Vessel Owner, Cargo Owner and/or User shall indemnify, defend and hold harmless DPWC from any and all loss, damage and expense incurred by DPWC arising from or in any way related to the preparation and / or positioning of a Container Crane prior to the beginning of the period of operations, the use or operation of a Container Crane during

operations or the shut-down time of a Container Crane following the end of operations, which loss, damage and expense shall include but shall not be limited to all physical damage to property of DPWC or for which DPWC is responsible, physical damage to a Container Crane, damage to the Authority's property and all economic loss to DPWC including but not limited to loss of revenue and loss of business. The liability of the Vessel Owner, Cargo Owner and/or User under this Section 7.16.3 and under Section 7.16.2 shall be joint and several.

- 7.16.4 The provisions of Sections 7.16.1, 7.16.2 and 7.16.3 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 DPWC, its officers, employees, servants or agents or any other person whomsoever for whose conduct or actions DPWC might otherwise be legally responsible, even if such act or omission constitutes negligence or willful misconduct. The provisions of Sections 7.16.1, 7.16.2, 7.16.3 and 7.16.4 shall apply notwithstanding any other term or condition of this Tariff, unless any such provision conflicts directly with the terms or conditions of the Authority Fee Document, in which case the Authority Fee Document shall apply but only to the extent of any such conflict.

## **8. CHARGES GENERALLY**

### **8.1 Charges Generally**

Charges under this Tariff generally 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 DPWC;
- c) due and payable as soon as they are incurred, or upon completion of such service or use. DPWC 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 Cargo Owner before Cargo leaves the custody of DPWC; or,
  - right is reserved by DPWC to require payment of all charges on perishable Cargo or of doubtful value and household goods; and
- d) payable to DPWC at the address shown on the invoice.

### **8.2 Taxes**

All amounts payable to DPWC 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 DPWC 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 DPWC 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 DPWC, deliver to DPWC 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 DPWC to any person is without prejudice to the position of DPWC, 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 Cargo and services provided pursuant to this Tariff are taxable.

### **8.3 Payment of Charges**

All charges herein, when not paid or absorbed by the Vessel Owner, are for the account of the User. On Import and Export traffic moving in connection with Vessel Owners, provisions for complete or partial payment or absorption of terminal charges are contained in Vessel Owner's tariff. Cargo Owners are urged to consult with the Vessel Owner's tariff for accurate determination of applicable terminal charges if any, for the account of Cargo.

Where credit approval is granted by DPWC, 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 (18%) per annum. A failure to pay for more than ninety (90) days may cause a lien to be placed on the Cargo handled and the responsible party may be denied further use of the Terminal until all outstanding charges have been paid.

### **8.4 Calculation of Charges**

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

No invoice shall be issued where the amount of the charges incurred is less than \$2.00 (two dollars).

### **8.5 Minimum Billing Charge**

All invoices issued by DPWC 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.

#### 8.6 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.

#### 8.7 Materials Supplied

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

#### 8.8 Verification of Weights and Measurements

Shipping weights and measurements shown on Bills of Lading, Waybills or other shipping documents are subject to checking by DPWC and the actual scale weight or measurement of the Shipment as determined by DPWC will govern rating and billing.

#### 8.9 Rates Subject to Change

The rates set out 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 DPWC, 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.

#### 8.10 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, the Vessel Owner, the Vessels' agent or operator, of any charge properly assessable against same, shall not relieve said Vessel, the Vessel Owner, the Vessels' agent or operator from liability for the payment of such charge under this Tariff.

### **9. COLLECTION OF OCEAN CHARGES**

If requested and at DPWC's option, DPWC may collect such charges on inward Cargo on behalf of the Vessel Owner or 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 or Waybills and manifest. DPWC 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 Waybill or in Canadian funds at the Vessel exchange rate. If payment is received in U.S. funds, DPWC reserves the right to make payment to the Vessel Owner in U.S. funds.
- c) Inbound manifest must be lodged with DPWC three working days prior to the Vessel's arrival to enable DPWC 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 Vessel Owner will be for the account of the Vessel Owner.
- e) DPWC 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 Vessel Owner, or payment of ocean charges by the consignee or his agent. Such corrections and adjustments will be the responsibility of the Vessel Owner to collect directly from the consignee or his agent.

### **10. VESSEL RESPONSIBILITIES**

#### 10.1 Vessel Security

The Vessel Owner 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.

#### 10.2 Vessel Liability

The Vessel Owner shall indemnify, defend and save harmless DPWC, 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 Section 10.1 (Vessel Security) of this Tariff.
- b) the Vessel making contact with a dock at the Terminal, a Container Crane located at the Terminal or other property or equipment located at the Terminal; and
- c) the negligence of the Vessel Owner, its servants or agents.

In the event any of the above mentioned events occurs, DPWC reserves the right to repair, or otherwise cause to be repaired, any and all such damage at the expense of such Vessel Owner. Where a Vessel has approved a stowage plan and stability calculations prepared by DPWC, that Vessel shall be solely responsible for the stowage of Containerized Cargo on board the Vessel and for the stability of the Vessel. Without limiting the generality of the forgoing, DPWC shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by DPWC having prepared a stowage plan and/or stability calculations, including, but not limited to, negligence, error, act, omission or willful misconduct of DPWC.

## **11. CARGO**

### **11.1 Cargo Received or Delivered**

Cargo is received for Shipment when the terms of the dock receipt or other document approved or issued by DPWC have been accomplished. Cargo is delivered when the terms of the delivery order or other document approved by DPWC have been accomplished. Cargo received at the Terminal that is waiting for a Vessel or an Inland Carrier to arrive is in transit until other specific arrangements for its care and custody are made by the Cargo Owner, Vessel and/or Inland Carrier with DPWC. Notwithstanding terms of sale and other considerations or agreements, Cargo in transit in or on the Terminal is under control of the Vessel involved and subject to the terms and conditions of its Bill of Lading, Waybill or contract of affreightment issued until loaded on board, released by accomplishment of delivery or released to and accepted by DPWC for other custody.

In the event of any claim made against DPWC for damage to, loss or destruction of Cargo, DPWC will, notwithstanding the provisions of this Section 11 (Cargo), have the benefit of any provisions of this Tariff by which the liability of DPWC is excluded or limited.

### **11.2 Redelivery and Transshipment Cargo**

The charge or charges on Cargo received at the Terminal for delivery to a Vessel which, due to conditions unforeseen at the time of receipt, must be redelivered to a land carrier, or similarly, Containerized Cargo received at the Terminal, or Non-Containerized Cargo which is stuffed into Containers at the Terminal and which is subsequently diverted for Transshipment by the Vessel Owners 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, all charges will be charged in accordance with the rates and charges as defined in this Tariff for Import and Export Cargo respectively which is charged once only.

### **11.3 Compulsory Removal of Cargo**

The Authority or DPWC may, by written notice to the Cargo Owner, require the removal of a Cargo Owner's Cargo (a) that, in DPWC's sole discretion, it deems likely to damage human health, other Cargo or other property; or (b) that is on Terminal after the expiration of any Free Time. Such removal shall be, on a joint and several basis, at the expense of the Cargo Owner and the Vessel Owner that carried the Cargo in the case of an Import Shipment, or the Vessel Owner that was scheduled to carry the Cargo in the case of an Export Shipment. Upon the receipt of such notice, the Cargo Owner or said Vessel Owner shall remove the Cargo immediately. This provision does not apply to Cargo on the Terminal that is under lease to any person or allotted to any person by the Authority.

DPWC may, at the risk and expense of the Cargo Owner or the said Vessel Owner, remove, store, relocate or dispose of any Cargo that is left on Terminal for more than seven (7) days after the expiration of any Free Time, or at any time after the Cargo becomes Abandoned Cargo. DPWC shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission or the negligence of DPWC, in respect of the removal, storing, relocating or disposing of Cargo under this Section 11.3.

Where, in the opinion of DPWC, any Cargo is not packed in such a manner that it will withstand handling while in transit; DPWC may without responsibility for Demurrage, loss or damage attaching:

- a) refuse to permit the Cargo to be shipped; or,
- b) have the Cargo repacked at the expense of the Cargo Owner.

DPWC may, at the risk and expense of the Cargo Owner, reject or remove from Terminal any Cargo that, in the opinion of DPWC, is likely to contaminate or endanger other Cargo.

DPWC 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.

### **11.4 Goods Requiring Refrigeration**

Where refrigerated Cargo is to be loaded on or unloaded from a Vessel, the Vessel Owner shall:

- a) arrange for the consignee of the refrigerated Cargo to take immediate delivery when they are unloaded; or,
- b) arrange for delivery of the refrigerated Cargo 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, DPWC will not be responsible for the cost of special handling of Cargo that require refrigeration or from additional services, Overtime or deterioration in respect of such Cargo.

### 11.5 Documentation

The cost of supplying clerks, labour, material and equipment for the checking and sorting of Cargo that has not been delivered by the Vessel Owner according to Bills of Lading or Waybills at the time they were unloaded from the Vessel may be charged to the Vessel Owner or the Cargo Owner at DPWC's discretion.

Complete documentation of the Cargo shall be provided by the Vessel Owner to DPWC three full working days before Cargo is unloaded or loaded.

Where documentation of the Cargo is not provided by the Vessel Owner to DPWC within three full working days, as a result of which DPWC incurs additional expenses in the calculation of charges or the preparation of Containerized Cargo load plans on behalf of the Vessel Owner, such costs shall be paid by the Vessel Owner.

### 11.5 Demurrage – Railcars or Vessels

DPWC is not responsible or liable for any Demurrage howsoever caused, even if caused by an act omission or the negligence of DPWC while furnishing the service of ordering, billing out and of loading or unloading Cargo to and from Vessels or railcars.

### 11.6 Owner's Risk

Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidization, wastage, decay, including without limitation, glass, liquids, and fragile articles will be accepted only at Cargo 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.

### 11.7 Lien and Power of Sale

As security for the payment of any amounts due under this Tariff, DPWC shall have a general lien over all Cargo, Containers, Bills of Lading, Waybills, permits or other documentation in its possession. Such lien shall not be affected by any temporary or partial extinction of any indebtedness due to DPWC. The lien shall extend to cover the cost of recovering sums due, including any legal or other fees as incurred, and DPWC shall have the right to sell Cargo that is subject of a lien by public auction or private sale without notice to the Cargo Owner or Vessel Owner. DPWC shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission or the negligence of DPWC in the enforcement by DPWC of such lien or power of sale.

### 11.8 Representation as to ownership of a Vessel

Any User that is not the actual or registered owner of the Vessel berthed or being provided Services at the Terminal, by requesting the Services, represents and warrants that they are doing so on their own behalf and on behalf of the actual or registered owner of the Vessel.

## **12. DISPUTE RESOLUTION AND GENERAL TIME LIMIT**

### 12.1 Mandatory Mediation and Arbitration of Disputes

Any dispute or claim arising out of or in connection with this Tariff shall first be referred to mediation at Vancouver, British Columbia under the mediation rules of the Vancouver Maritime Arbitrators Association ("VMAA"). The mediation shall be before a sole mediator as agreed between the parties but in the event agreement cannot be reached in accordance with the mediation rules, then the mediator shall be selected by the President of the VMAA in a manner he deems fit.

If the mediation is concluded without settlement of the dispute or claim, the dispute or claim shall be referred to arbitration at Vancouver under the arbitration rules of the VMAA. For a dispute or claim that does not exceed in value US\$40,000 the arbitration shall proceed, unless agreed otherwise by the parties, before a sole arbitrator on a documents only basis in accordance with VMAA rule 24. For a dispute or claim that exceeds in value US\$40,000 the arbitration shall proceed, unless agreed otherwise by the parties, before an arbitration tribunal comprised of three arbitrators appointed in accordance with VMAA rules 4 and 6.

The decision of the sole arbitrator or the arbitration tribunal shall be final and binding on the parties and may be made, on application, an order or judgment of the Court for enforcement purposes.

### 12.2 General Time Limit

Legal proceedings in relation to any dispute or claim arising out of or in connection with this Tariff as against DPWC, or the Authority, must be brought within one year from the date any such dispute or claim arose, failing which DPWC, and the Authority shall be discharged from all liability in respect of any such dispute or claim.