

Rates effective April 1, 2016

TERMINAL SERVICES TARIFF

FAIRVIEW TERMINAL

PORT OF PRINCE RUPERT



Published by:

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- NOTICE -

Take notice that the terms and conditions of this Tariff contain provisions limiting and/or excluding liability on the part of DP World Prince Rupert, Inc.

SECTION I – LIMITATION OF LIABILITY.

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

No provision contained in this Tariff shall relieve DPWPR from liability for its own negligence nor require any user to indemnify or hold harmless DPWPR for liability for its own negligence, subject to (A), below, regarding delay.

DPWPR shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services provided for herein. In no case shall DPWPR be liable for a sum in excess of \$500.00 per package or per customary freight unit unless the trucker, shipper, cargo owner or consignee or their representatives, prior to the commencement of such services, declares in writing a higher value and pays to DPWPR, in addition to the other charges for such services as herein set forth, a premium computed at one half of one percent (0.50%) of the declared value of each such package or customary freight unit, for damage resulting from its failure to exercise due and proper care in performing the services provided for herein. Where goods are received or handled by DPWPR within a container or boxcar, the container or boxcar, and not the number of articles therein, shall be deemed to be a package or customary freight unit.

It is a condition of the use of the Terminal and performance by DPWPR of the services referred to in this tariff that:

(A) DPWPR, its officers and employees 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 DPWPR. Notwithstanding any other provisions of this tariff, DPWPR 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 DPWPR.

(B) in any legal or other proceeding in which destruction, damage, loss or disappearance of the goods is in issue, the burden of proving the fact of such destruction, damage, loss or

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disappearance, the cause thereof, and the responsibility therefore, will lie always with the claimant; DPWPR, its officers and employees being at all times presumed to have exercised due care in the custody and handling of the goods until the contrary is specifically proved by evidence. This clause will not apply where prohibited by statute.

(C) DPWPR, its officers and employees shall in any event be entitled also to the same exceptions, exemptions, restrictions and limitations 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 goods in question.

(D) In the event the ocean carrier is not the carrier of the cargo to be handled by DPWPR, the ocean carrier expressly agrees that all rights, exceptions, exemptions, restrictions and limitations of liability provisions contained in the involved carrier's applicable bill of lading shall inure to the benefit of DPWPR. The ocean carrier agrees that in no event shall DPWPR have any liability in excess of that of the carrier respecting loss or damage of cargo and agrees to hold DPWPR harmless from and indemnify it against any liability incurred by DPWPR in excess of that of the carrier respecting loss or damage to cargo.

(E) notwithstanding any liability or alleged liability of DPWPR or the Prince Rupert Port 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 the Fee Detail Document, all of which shall be paid in full as and when due.

(F) DPWPR, its officers and employees that the exclusions, exemptions and limitations of liability set forth and referred to 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 DPWPR may rely at law or in equity.

Rates effective April 1, 2016**SECTION II - CONVERSION EQUIVALENCY**

Meter = 3.2808 feet

Kilogram = 2.4046 pounds

Litre = 0.2642 U.S. gallons

Metric tonne = 1000.0 kilograms
= 2204.6 pounds
= 1.1023 short tons (2000 pounds)
= .9842 long tons (2240 pounds)

Cubic meter = 1000.0 liters
= 33.315 cubic feet
= 0.8830 measurement tons (40 cubic feet)
= 220.0 gallons (Imperial)
= 27.50 bushels (Imperial)
= 6.290 barrels (42 U.S. gallons)

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The following days are BCMEA/ILWU holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) Easter Monday
- (4) Victoria Day
- (5) Canada Day
- (6) British Columbia Day
- (7) Labour Day
- (8) Thanksgiving Day
- (9) Remembrance Day
- (10) Christmas Day
- (11) Boxing Day

Rates effective April 1, 2016**SECTION IV - SCHEDULE OF RATES AND CHARGES (IN CANADIAN DOLLARS)**

NOTE: The below labor rates are set pursuant to the applicable ILWU Collective Bargaining Agreement. These rates are subject to change, without notice, in the event that new labor rates become effective; new labor rates will be applied retroactively to the effective date.

1. LABOR MAN-HOUR RATE1.1 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	118.66	136.46	24.48	26.27	52.21	56.15	91.92
Foreman	116.05	133.46	23.24	25.05	49.73	53.66	89.45
Longshoreman #1	76.34	87.79	17.46	18.81	37.34	40.31	67.17
Longshoreman #2	75.10	86.37	17.46	18.81	37.34	40.31	67.17
Longshoreman #3	74.51	85.69	17.46	18.81	37.34	40.31	67.17
Longshoreman #4	74.27	85.41	17.46	18.81	37.34	40.31	67.17
Longshoreman - Basic	73.44	84.46	17.46	18.81	37.34	40.31	67.17

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.

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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).

1.2 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	45.97	91.92	82.69	85.39	124.28	130.18	144.50	183.85	
Foreman	44.72	89.45	79.58	82.28	119.31	125.22	139.53	178.88	
Longshoreman	33.58	67.17	59.78	61.81	89.62	94.05	104.79	134.34	37.34

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

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

2. EQUIPMENT RATES (Hourly charge)

Container Crane	\$1,255.27
Cone Car	\$ 74.82
Reach Stacker	\$ 259.56
Stacker	\$ 86.90
Forklift	\$ 38.62
Bomb Cart	\$ 19.30
Hustler	\$ 77.24

3. TERMINAL SERVICES

** CBSA Vacis Examination	\$198.20
CBSA Hold Reefer Surcharge	\$ 43.65
CBSA RPM Re-Exam	\$404.94
CBSA Off-Terminal Customs Exam Gate Charge	\$142.32
Mounting / Grounding (each way)	\$ 68.89
Re-handling Container	\$103.36
CBSA CEF Off-Terminal Exam	\$280.11
CBSA Dockside Exam	\$198.20
CBSA CEF Wood Hold Exam	\$404.94
CBSA Hold Ventilation Surcharge	\$206.73
CBSA Hold Air Test Surcharge	\$103.36

** Rate based on Monday-Friday 0800-1630. If performed on a different shift, additional charges will apply.

4. GENERAL SERVICES RATES and CHARGES (per unit)

Placarding	Billed at Applicable Extra Labor rate
Placards	\$51.52(for a set of 4)

Rates effective April 1, 2016**SECTION V – EXPORT CARGO FREE TIME AND DEMURRAGE**1. **DEFINITIONS (APPLIES TO SECTIONS IV, V, AND VI)**

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

2. **FREE TIME PERIOD**

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Free time on general cargo is five (5) days and refrigerated containers is two (2) days (exclusive of Saturdays, Sundays and ILWU holidays).

3. COMPUTATION OF FREE TIME PERIOD

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

4. DEMURRAGE CHARGES

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

1 – 5 days	\$29.06 per calendar day
6 – 10 days	\$58.12 per calendar day
11 days and above	\$87.18 per calendar day

B. Temperature controlled containers of all dimensions after expiration of free time:

1 – 3 days	\$229.89 per calendar day
4 days and above	\$346.13 per calendar day

C. Except as otherwise provided in this section, demurrage shall be for the account of the cargo.

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

If export cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, that cargo shall be subject to demurrage rules and charges set forth above. Said charges shall be assessed from the day the cargo was received at the terminal facility to the day of its removal. Redelivery gate charge will be billed as per Section IV, above.

6. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

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

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

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

7. EXPORT ON TERMINAL

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- A. Cargo which is not loaded on a vessel and remains at the terminal beyond the expiration of free time, may be placed in public storage at any time thereafter, at the option of DPWPR and at the risk and expense of the cargo.
- B. Cargo remaining on the terminal in excess of 30 days, will be considered as abandoned and sold for collection of demurrage charges due DPWPR. At the time of sale, DPWPR makes no representation of the quality/integrity of the cargo. All bids are based on a view by the bidders of these contents. All bids are final. Thirty (30) days prior to such sale, a registered letter or e-mail of notice of intended sale will be sent to either the carrier or the shipper of record. Acknowledgement by the carrier and/or the shipper of record prior to the timeframe mentioned above overrides all mentioned notice requirements for the sale of the cargo. Any monies received beyond the charges due, will be returned to the shipper/carrier if claimed within one year of the mailed notice.

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

Rates effective April 1, 2016**SECTION VI – IMPORT CARGO FREE TIME AND DEMURRAGE****1. FREE TIME PERIOD**

Free time on general cargo is four (4) days and refrigerated containers is two (2) days (exclusive of Saturdays, Sundays and ILWU holidays).

2. COMPUTATION OF FREE TIME PERIOD

Free time on import cargo/containers shall commence at 8:00 a.m. on the first business day following discharge from the vessel and will expire on the last day of free time (Saturdays, Sundays and ILWU holidays excluded).

3. DEMURRAGE CHARGES

Intact Containers:

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

1 – 5 days	\$116.02 per calendar day
6 – 10 days	\$173.32 per calendar day
11 days and above	\$231.76 per calendar day

B. Temperature controlled containers of all dimensions after expiration of free time:

1 – 3 days	\$231.76 per calendar day
4 days and above	\$346.13 per calendar day

4. UNDELIVERED CARGO

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

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

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prior to the timeframe mentioned above overrides all mentioned notice requirements for the sale of the cargo.

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

5. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

- A. Except as otherwise provided, demurrage and other charges specified herein, shall be for the account of the cargo.
- B. Demurrage and other charges shall be due and payable when service is provided.
- C. DPWPR has the right to require payment in full of any and all such charges before such cargo leaves the terminal facility.

6. EXTENSIONS OF FREE TIME AND DEMURRAGE PERIODS

Following a longshoremen's strike of four (4) days or greater duration, cargo which is on free time at the commencement of the strike will be extended an additional free time period of not less than four (4) days, exclusive of Saturdays, Sundays and ILWU holidays beyond the time at which the free time period would normally terminate.

Rates effective April 1, 2016**SECTION VII – STEAMSHIP LINE CEASING BUSINESS OPERATIONS (EMPTY CONTAINERS)**

1. PURPOSE - The purpose of this part is to:
 - A. define and set schedule rates and rules applicable to circumstances resulting from the cessation of transportation services by a user of DPWPR's facility, which cessation may occur for any reason, including, but not limited to, bankruptcy, discontinuance of service, acts of God, acts of Government, force majeure; and,
 - B. insure that DPWPR receives a fair charge for the use of his facilities, labor and equipment, when containers are not being used for commerce.
2. COMPUTATION AND NOTICE OF FREE TIME
 - A. Free time on empty containers shall not be more than four (4) days (exclusive of Saturdays, Sundays and ILWU holidays) and shall begin after notice has been mailed by registered mail or e-mail to the terminal facility users at their last known address, if known. Notice may also be given by publication in the Journal of Commerce.
 - B. Notice shall be set forth the fact that demurrage begins, the length of the first period and the time the second period of demurrage shall begin. The notice shall also set forth the conditions and the charges that must be paid before an empty container will be delivered.
 - C. Free time on empty containers shall commence at 12:01 a.m. on the day after notice has been given the facility users or has been published in the Journal of Commerce.
3. DEMURRAGE CHARGES - The following scale of demurrage rates and provisions will apply to the containers remaining undelivered after the expiration of free time:
 - A. Empty containers where no dimension exceeds 20 feet, a charge of \$64.30 each per day for the first (30) thirty calendar days after the expiration of free time and \$128.57 each per calendar day per container thereafter.
 - B. Empty containers exceeding 20 feet in length, a charge of \$96.60 each per day for the first (30) thirty calendar days after the expiration of free time and \$193.20 each per calendar day per container thereafter.
4. EXTENSION OF FREE TIME OR SUSPENSION OF DEMURRAGE
 - A. When the removal of empty containers from the terminal is prevented by force majeure, including but not limited to weather conditions or work stoppage of longshoremen or personnel employed by DPWPR, such empty containers shall be granted additional time

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free or demurrage to cover the delay period if those containers are on free time when such condition arises. If the container is in the demurrage period, first period demurrage charges shall be assessed against such containers.

- B. Following a longshoremen's strike of four (4) days or more:
1. Containers which are on free time at the commencement of the strike will be extended an additional free time period of not less than four (4) days exclusive of Saturdays, Sundays and ILWU holidays beyond the time at which free time would normally terminate.
 2. Containers which are in first period demurrage at the commencement of the strike will be extended an additional four (4) calendar days beyond the time first period demurrage would normally terminate.
- C. The foregoing extensions or suspensions shall apply only:
1. If such containers are picked up within such extended free time, or
 2. If, pursuant to an appointment system agreed upon by DPWPR and the terminal facility user, the containers and/or chassis are picked up within twenty-four hours of advance notification that such units are available for pickup and readily accessible.
- D. Containers that are in second period demurrage at the commencement of a strike shall revert to such demurrage period at the conclusion of the strike.

5. UNDELIVERED CONTAINERS

- A. Containers that remain at a terminal beyond the expiration of free time may be placed in public storage at any time thereafter at the option of DPWPR at the risk and expense of the containers and the terminal users.
- B. Containers remaining on the terminal in excess of thirty (30) days will be considered as abandoned and may be sold at public auction for collection of charges due DPWPR. Thirty (30) days prior to such sale, a registered letter of notice will be sent to the terminal users or DPWPR will take other reasonable steps to advise those terminal users of who may have an interest in the equipment, if known. Net proceeds of such sale less expense will be held in a separate fund established by DPWPR, out of which DPWPR shall be paid its charges. Monies received beyond the charges due DPWPR will be returned to the owner if claimed within one year of the mailed notice.

Rates effective April 1, 2016**6. TRANSFER OF OWNERSHIP OF CONTAINERS**

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

7. DELIVERY AND MOUNTING CHARGES

On delivery the terminal facility users shall be charged for gate services, loading of containers, and/or segregating containers from stack:

- A. Gate Charge..... \$142.32 per unit
- B. Loading containers..... \$ 68.89 per unit
- C. Segregating of containers..... Billed pursuant to the Extra Labor and Equipment rates in Section IV.

8. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

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

Rates effective April 1, 2016**SECTION VIII – ADDITIONAL TERMS AND CONDITIONS****1. PORT AUTHORITY IMPOSED FEES**

DPWPR shall, on behalf of the Prince Rupert Port Authority, invoice and collect the fees due to the Port Authority for use of the terminal facility pursuant to the Port Authority's tariff. All charges of the Port Authority provided for in its tariff shall be due and payable upon presentation of invoices and shall be paid within 30 calendar days of the invoice date. Failure to pay any such invoice in full within 30 calendar days may result in the suspension of services pending payment in full. All charges of the Port Authority collected by DPWPR are in addition to those payable to DPWPR pursuant to this Tariff. The Port Authority Tariff may be found on its website at www.rupertport.com.

2. OTHER CONTRACTUAL TERMS MAY GOVERN

All terms, conditions, and charges set forth in this Tariff may be the found in a separate negotiated contract with DPWPR, and in that event, the terms specified in that contract may prevail over the terms of this Tariff.

3. EXPLOSIVES AND HAZARDOUS CARGO

The acceptance, handling, or storage of all hazardous cargoes from Vessel or Rail is subject to obtaining prior approval and making special arrangements with DPWPR, and will be governed by the Canada Shipping Act (2001) and Regulations, the Transportation of Dangerous Goods Act and Regulations, and other applicable Federal and Provincial Regulations. Hazardous cargoes must be presented in to the Terminal in accordance with all applicable Legislation. All shipments must display all appropriate approved labeling placards. A Dangerous Goods Statement, a Safe Packing Statement, and an Emergency Response Form (if applicable) must be provided to DPWPR in advance of presentation of the hazardous cargoes to the Terminal by the carrier.

4. GOODS AND SERVICES TAX

All charges in this Tariff are exclusive of Goods and Services Tax (GST). Customers shall, in addition, pay to DPWPR all GST for goods and services provided by DPWPR as and when required by law.