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	Effective Date 4 January 2010

Marine Terminal Schedule No. 017547

**NAMING RULES, REGULATIONS AND COMMODITY RATES ON ROLLING
STOCK/ BREAKBULK AND CONTAINERS**

Effective Date: 4 January 2010

This schedule is issued by Ports America, Inc. under authority of the Federal Maritime Commission and supercedes all previously issued schedules.

This schedule shall be applicable to the terminal facilities listed below within the Port of Greater New York and New Jersey.

Northeast Auto Terminal (Schedule A Only)
Berths 1418, 1419
Tel: 201-332-6249

Ports America Auto Terminal (Schedule A & B)
325 Distribution Street
Port Newark, N.J.
Berths 7, 9, 11, 13, 15, 17, 21, 23, 25
Tel: 973-522-1839

Bayonne Auto Terminal (Schedule A, B & C)
Bayonne, N.J.
Tel: 201-455-3704

PUBLISHED BY:

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RULES AND REGULATIONS

SYMBOLS AND DEFINITIONS

DEFINITIONS:

- A. CONTAINER – Refers to any fully enclosed, reusable freight container of rectangular configuration, used for the repeated shipping of a number of smaller packages or bulk material. Said container may be collapsible, rigid, or mobile; however, it must be susceptible to being handled as a unit, and must meet ISO standards.
- B. HEAVY LIFT – Refer only to single packages requiring handling by lift truck, provided however, that individual airplanes, boats, containers and metal shall not be deemed heavy lifts.
- C. INTACT CONTAINER – A reusable non-disposable shipping container for intact movement requiring no stripping or stuffing of contents by Ports America.
- D. OPEN FLATBED TRUCK (OFBT) – Refers to a truck having no sides and tailgate, as well as to one from which the sides and tailgate have been removed by the truck driver prior to loading and/or unloading operations.
- E. OTHER TRUCK – Refers to closed top or rack-open top (unless racks are removed by driver, prior to receiving service).
- F. PACKAGE – Shall also include pieces, unpackaged customary freight units and all articles of any description except goods shipped in bulk.
- G. CRATES – Shall include packaged customary freight units and all articles of any description except goods shipped in bulk.
- H. SKIDDED PRE-UNITIZED AND PALLETIZED CARGO – Refer to packages mounted on a prepared platform (and, in the case of preunitized cargo, strapped together) in such a way as to form a single unit, which may be handled at the terminal facility by a 5-ton forklift. To be acceptable, platforms must be made of wood, plastic, paper or metal, and shall rest on, and be fastened to, runners of steel or wood, with openings wide enough to permit free access of forklift blades and so spaced as to provide a balanced load when lifted. In addition, the dimensions of the total unit (i.e. platform with packages) shall not exceed 48 inch. in width, 60 inch. in length and 84 inch. in height.

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- I. **TERMINAL FACILITY** One wharf structure comprising a terminal unit of open storage space.
- J. **THE PORT OF GREATER NEW YORK** – All of the geographical areas designated in “The Port of New York District” map issued by the Port Authority of New York and New Jersey.
- K. **TON** – Refers to a net ton of 2,000 pounds.

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RULES AND REGULATIONS

STRAIGHT TIME RATES AND OVERTIME CHARGES

The rates provided hereinafter are for work performed during the hours from 8:00am to 12 pm and from 1:00pm to 4:00pm, Monday to Friday, inclusive. All holidays specified in the collective bargaining agreement in effect in the Port of New York governing the employment of longshore labor being excepted.

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

RULES AND REGULATIONS

I.L.A. HOLIDAYS

The following are the I.L.A. Holidays for the period 1/1/2010 – 12/31/2010:

	<u>Holiday</u>	<u>Date Holiday Observed</u>
1.	Columbus Day	Monday, October 11, 2010
2.	Election Day	Tuesday, November 2, 2010
3.	Veterans Day	Monday, November 11, 2010
4.	Thanksgiving Day	Thursday, November 25, 2010
5.	Christmas Eve	Friday, December 24, 2010
6.	Christmas Day	Saturday, December 25, 2010
7.	New Year's Eve	Friday, December 31, 2010
8.	New Year's Day	Friday, January 1, 2010
9.	Martin Luther King's Birthday	Monday, January 18, 2010
10.	Lincoln's Birthday	Friday, February 12, 2010
11.	President's Birthday	Monday, February 16, 2010
12.	Gleason's Birthday	Wednesday, March 17, 2010
13.	Good Friday	Friday, April 2, 2010
14.	Memorial Day	Monday, May 31, 2010
15.	Independence Day	Sunday, July 4, 2010
16.	Labor Day	Monday, September 6, 2010

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SECTION I

RULES AND REGULATIONS

LIABILITY

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

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

Ports America 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 Ports America 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 Ports America, in addition to the other charges for such services as herein set forth, a premium computed at one half of one percent (0.50%) of the declared value of each such package or customary freight unit, for damage resulting from its failure to exercise due and proper care in performing the services provided for herein.

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SECTION II

RULES AND REGULATIONS

TRUCK LOADING AND UNLOADING

1. DEFINITIONS

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

2. RIGHT TO LOAD AND UNLOAD TRUCK

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

3. SAFETY

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

4. APPLICATION OF RATES

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

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

5. MISPLACED EQUIPMENT/CARGO BY A MOTOR CARRIER

Provide clerking, checking and draying services including equipment to locate and correct misparked equipment/cargo by a motor carrier...\$ 129.76 per occurrence.

6. COLLECTION OF CHARGES FOR SERVICES RENDERED

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

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the driver after completion of services and before departure of the truck from the terminal facility. The driver will be given a receipt for each such payment.

F. Checks from companies having established credit with Ports America will be accepted under the following provisions:

- 1) Any company check returned for Non-Sufficient Funds (NSF) will be assessed a fee for each occurrence of \$70.00.
- 2) Any company that has two (2) checks returned for NSF within a six-month period will be subject to cancellation of check acceptance privileges.
- 3) Cash payment will be required for companies for which check acceptance privileges have been cancelled.
- 4) Ports America may elect to establish a maximum dollar amount for any checks to be accepted. Payment in excess of this amount must be a certified check, cashier's check or wire transfer prior to release of cargo and/or providing services.

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

Appointments for service will be made available at terminals designated as appointment terminals. Scheduling of appointments should be made by 11:00 am of the preceding business day with Ports America. Special equipment loading or discharging must be arranged at the time of making appointments. Appointments may be made with Ports America for delivery of cargo only after the steamship company has provided a freight release. Trucks arriving after the time of scheduled appointment may be denied service. Trucks arriving after the time of scheduled appointment and those failing to appear for their appointments shall be subject to a charge of \$43.40. A trackman will be deemed to have missed his appointment if for any reason the vehicle or the cargo is not in every aspect ready to work at the appointment time.

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

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

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9. RECEIPT AND DELIVERY OF CARGO AT A COMBINATION TERMINAL

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

10. OTHER SERVICES

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

Boat, Barge and Helicopter Details:

A lump sum rate of \$1,650.00 will be charged for services required to handle special loading/ unloading arrangements of boats, cargo to or from barge and handling of helicopters flown into the terminal. Details will include men and one machine for a 4 hour time period which will start at either 8.00am or 1.00pm only.

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

When truck driver does not assist in the loading and unloading of his truck, Ports America shall make a surcharge, in addition to the applicable schedule rate, of \$102.03 per straight time man hour, \$153.03 per overtime man hour, and \$198.09 per penalty meal time man hour, the time to be computed on the basis of each fifteen (15) minute period or fraction thereof. Equipment is additional per schedule of equipment rates illustrated on Page 15.

12. HEAVY LIFTS

The handling of heavy lifts shall be limited to the capacity of Ports America equipment at that terminal facility. The schedule of heavy lift rates set forth herein are for single packages weighing 100,000 lbs.or less.

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

Heavy lifts requiring the use of a crane will be assessed the tariff rate plus applicable crane hire charges. Handling rates for heavy lifts requiring crane lifts would cap at the 100,000 lb level.

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13. SPECIAL HANDLING

If, after cargo has been either sorted, graded and stowed and/or assembled on the terminal awaiting delivery as per bill of lading, the consignee, thereafter, desires additional sorting, grading, and/or specific selection of said cargo in connection with the subsequent rail car loading thereof, a written request detailing the nature of the special services desired must be submitted in advance of rail car loading to Ports America. If Ports America agrees to perform these additional services, an extra charge shall be assessed of \$102.03 per straight time man hour, \$153.03 per overtime man hour, and \$198.09 per penalty meal time man hour, said charge to be computed on the basis of each fifteen (15) minutes or fraction thereof. The use of each piece of cargo handling equipment used on connection with special services shall be charged per schedule of equipment rates illustrated on Page 15.

14. PREREQUISITE FOR PALLETIZED, PREUNITIZED AND SKIDDED RATE

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

- A. Wherever rates in this schedule are based upon cargo being palletized, preunitized or skidded, said rates are applicable in the case of truck unloading only if the cargo is situated on the truck so the terminal's forklift truck blades may be directly inserted without any necessity of shifting cargo prior to such insertion. If the cargo is not so situated on the truck, triple the truck unloading rates will be charged. Cargo must be deemed suitable for safe handling.
- B. In both loading and unloading situations, (N.O.S.) \$5.02 rates shall apply if the pallets, platforms, skids, etc. are not serviceable and safe to handle.

15. OPENING AND CLOSING PACKAGES AND CONTAINERS FOR U.S. GOVERNMENT AGENCY INSPECTION AND OTHER INSPECTION/SAMPLING AND MISCELLANEOUS TERMINAL SERVICES

- A. Opening and closing package for U.S. Government Agency Inspection shall be charged at \$38.96 per package and \$402.48 per crate. This service shall be assessed the motor carrier.
- B. Providing facility/security/clerical services during a tailgate inspection/sampling of full containers shall be charged at \$139.08 per wheeled container and \$169.82 per grounded container.
- C. Strip flatrack units
20' - \$1,071.33 / 40' - \$1,549.50 plus unit preparation and discarding of debris/labor and disposal cost.
- D. Stuff flatrack units
20' - \$1,071.33 / 40' - \$1,551.56 plus lashing and carpentry materials and labor.

16. PROJECT SHIPMENT RATES

Any interested party may contact Ports America requesting special truck unloading and storage rates on large advanced shipments being consolidated for movement by water carrier. Requests must include as much information as possible; i.e., types of freight moving, amounts and weight of same and dates, to permit sufficient evidence on which to make a decision.

17. SCHEDULE OF RATES FOR TRUCK LOADING AND UNLOADING
(RATES ARE QUOTED IN 100 LBS. UNLESS OTHERWISE NOTED AND ARE APPLICABLE PER PIECE OR PACKAGE).

Cargo Not Otherwise Specified (NOS)\$ 5.02

Minimum Charge: a minimum charge of \$432.42 per truck will be charged as a minimum for every truck entering the terminal to deliver or receive loose break bulk cargo.

Boats – Individual.....\$6.95 per 100 Lbs.

Boat cradle disposal\$295.54 per cradle (wood)

Boat cradle disposal.....\$526.11 per cradle (metal)

Empty crate disposal \$295.54 per crate (wood)

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

Double Regular Rates

Heavy Lift Charges – OFBT Only

Pieces must be properly packaged and capable of being handled by forklift trucks. Rates for units designed to be lifted from the top, insufficiently packaged to protect contents if handled by forklift, will be furnished upon request.

10,001 – 25,000 \$1.80 per 100 Lbs.

25,001 – over \$2.13 per 100 Lbs.

Rates apply when pieces are to or from one vessel for one consignee/consignor.

Rates for pieces over 100,000 lbs. Furnished on request.

Reels containing wire cable, minimum weight per reel, 500 lbs. Except reels requiring special handling

Palletized, Preunitized and skidded Cargo dimensions not to exceed 48 inches in width, 660 inches in length, and 84 inches in height (subject to a minimum of ten units per

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truck). (This item does not include vans, containers, pallet containers, conex boxes, pipe on skids.) \$23.12 per unit.

Bundled or palletized wood products (subject to a minimum of ten units per truck)

\$ 47.36 per bundle

\$ 28.29 per pallet

Palletized Gum Resin (subject to a minimum of ten units per truck) \$ 9.75 per pallet

Palletized Gum Resin (less than ten units per truck) \$17.65 per pallet

RULES AND REGULATIONS

ROLLING STOCK

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

The minimum ramp charge will be \$68.40 per delivering carrier. (Driver Drive Offs) Ramp Fee is applied to carriers with non-detachable trailers.

Rail Cars, Gate Charge per delivery carrier \$109.44 per unit

Vehicles with steel treads will only be handled by LIFT-OFF as they cannot be driven on the terminal. (Rubber tread can be driven off)

Privately owned passenger vehicles or commercial passenger vehicles may be driven into or from the terminal facility for delivery or receipt.

Receiving and Delivery Gate Charge for self propelled units and towed units.

Track Units \$56.65

Where Ports America receives or delivers cargo but is not the provider of stevedoring services a minimum charge of \$50.00 per unit for automobiles and SUV's and \$75.00 per unit for any other type of rolling stock assessed to the carrier.

RULES AND REGULATIONS

SCHEDULE OF HOURLY EQUIPMENT RATES

SCHEDULE OF HOURLY AND PER UNIT EQUIPMENT RATES

Forklifts up to 10,000 lbs.	\$30.59
Forklifts, 10,001 lbs to 15,000 lbs.	\$37.72
Forklifts, 15,001 lbs. to 25,000 lbs.	\$67.90
Stacker, 35,000 lbs. capacity	\$105.51
Hustler	\$78.48
Flatbeds	\$24.15
Portable Lights per unit per day	\$226.35

SCHEDULE OF LASHING MATERIAL RATES

Turnbuckles	\$31.61 each
Ratchet Belts	\$60.23 each
Wire 3/4"	\$ 1.29 per foot
Clips 3/4"	\$ 2.37 each
Wire 5/8"	\$ 0.84 per foot
Clips 5/8"	\$ 1.82 each
Shackles	\$14.74 each

SCHEDULE OF LASHING LABOR RATES

	<u>ST</u>	<u>O/T</u>	<u>D/H</u>
Lashing Foreman	\$104.37	\$135.12	\$163.02
Lashers	\$103.29	\$133.37	\$161.29

RULES AND REGULATIONS

SCHEDULE OF HOURLY EQUIPMENT RATES

SCHEDULE OF CARPENTRY MATERIAL RATES

2X4X8	\$4.624.49	Per Piece
4X4X8	14.7936	Per Piece
4X6X8	18.9742	Per Piece
6X8X8	23.9424	Per Piece
½" Plywood 4X8	33.02	Sheet
Nails	1.03	Lb.
620 Polyethylene	132.80	Roll
1-1/2 Strapping	0.59	Ft.
1-1/2 Strapping Seals	0.37	Seal
1-1/4 Strapping	0.42	Ft.
1-1/4 Strapping Seals	0.29	Seal
2" Strapping	0.68	Ft.
2" Strapping Seals	0.43	Seal
½" Sisal rope	2.99	Lb.
Speedy Dry	11.08	Bag

SCHEDULE OF CARPENTER LABOR RATES

	<u>ST</u>	<u>O/T</u>	<u>D/H</u>
Carpenter Foreman	\$104.37	\$135.12	\$163.02
Carpenter	\$103.29	\$133.37	\$161.29

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SECTION III

RULES AND REGULATIONS

FREE TIME AND DEMURRAGE ON EXPORT CARGO

1. DEFINITIONS

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

2. FREE TIME PERIOD

- A. Free time on export cargo shall not be more than five (5) days (exclusive of Saturdays, Sundays and ILA holidays) except:
- B. On intact containers, free time shall not be more than five (5) days (exclusive of Saturdays, Sundays and ILA holidays).
- C. On rolling stock, free time shall be not more than twenty (15) days (exclusive of Saturdays, Sundays and ILA Holidays).

3. COMPUTATION OF FREE TIME PERIOD

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

4. SCALE OF DEMURRAGE CHARGES

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

A. Break bulk Cargo

1st Period Demurrage:

2 cents per 100 lbs. or 1 cent per cubic foot, whichever is greater, per day, or fraction thereof, for the first five(5) calendar days after the expiration of free time. Minimum charge \$22.36, per unit per day.

2nd Period Demurrage:

4 cents per 100 lbs. or 2 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days. Minimum charge \$39.46, per unit per day.

3rd Period Demurrage:

8 cents per 100 lbs. or 3 cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day. Minimum charge \$52.61, per unit per day.

B. House Containers

1. General Cargo containers of which no dimension exceed 20 feet, a charge of \$23.67 per day per container for the first five (5) calendar days after expiration of free time and \$56.56 per calendar day per container thereafter.
2. General cargo containers of which no dimension exceed 40 feet, a charge of \$36.83 per day per container for the first five (5) calendar days after expiration of free time and \$96.02 per calendar day per container thereafter.

C. Rolling Stock

1st Period Demurrage:

- a. up to 12,000 lbs. \$ 8.10 per unit per day
- b. 12,001 to 24,000 lbs. \$ 10.87 per unit per day
- c. 24,001 lbs. and up \$13.60 per unit per day

2nd Period Demurrage:

- a. up to 12,000 lbs. \$10.87 per unit per day
- b. 12,001 to 24,000 lbs. \$13.60 per unit per day
- c. 14,000 lbs. and up \$16.29 per unit per day

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3rd Period Demurrage:

- a. up to 12,000 lbs. \$13.60 per unit per day
- b. 12,001 to 24,000 lbs. \$16.29 per unit per day
- c. 24,000 lbs. and up \$19.02 per unit per day

And for each succeeding day, thereafter.

- D. Saturdays, Sundays and ILA holidays shall be included in computing demurrage. No demurrage shall be assessed after the vessel has commenced to load.
- E. Except as otherwise provided in this section, demurrage shall be for the account of the cargo.
- F. When the vessel for any reason fails to meet the announced date of sailing, any demurrage accruing after such date shall be assessed in successive periods for the account of the vessel until the vessel commences to load.
- G. In the case of a vessel cancellation, cargo on free time, or if a vessel has been designated, cargo on consolidation time, on the announced date of sailing shall be subject to demurrage assessed against the vessel commencing on the day when the cargo was received at the terminal facility and terminating on the said announced date of sailing.
- H. If the export shipper takes none of the action mentioned in Paragraph F. of this item, demurrage charges in successive periods shall be assessed against the export shipper after the vessel's liability for demurrage has expired. Such demurrage shall likewise terminate upon the export shipper's action as aforesaid. For cargo on demurrage on the cancelled date of sailing, demurrage shall continue for the account of the export shipper until such time as he takes one of said actions. In the event the export shipper has another vessel designated, the provisions of 2.A. above shall apply, with the free time for the other vessel commencing on the date that the export shipper has this other vessel designated.
- I. The announced date of sailing shall be that date(s) appearing in the Journal of Commerce or the Shipping Digest or any other appropriate publication of general circulation as, from time to time, may be designated in this schedule.
- J. When the loading of cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by Ports America or water carrier, cargo affected thereby shall be granted additional free time of demurrage to cover the delay if the cargo is on free time or consolidation time when such condition arises. If cargo is on demurrage, first period demurrage charges shall be assessed against such cargo.

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K. At the time export cargo is received by the pier facility a receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and shall identify the vessel on which the goods are to move. The identification of the vessel is made for the purpose of determining the application of the foregoing Paragraphs E. and I. of this section.

5. TRANSFER OF OWNERSHIP OF CARGO FOR EXPORT

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

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

A. Subject to the provision of Item 4, if export cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, the said 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 therefrom. Redelivery gate charge \$74.32 per unit plus applicable assessorial charges.

B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by Ports America as a consequence thereof.

7. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

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

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

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

8. CARGO RECEIVED PRIOR TO EFFECTIVE DATE OF SCHEDULE

All cargo for export which has been received prior, but still remains at a terminal facility on 31 December, 2009, shall be deemed to have been received, as noted in the Ports America equipment inventory computer system, for the purpose of applying this schedule as of said date and free time shall be allowed accordingly.

9. CARGO SWITCHES ON TERMINAL

A. A \$24.14 assessment fee will be applied to a cargo switch or roll-over from one vessel to the next. This does not apply if said cargo has not been released by

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U.S. Customs. If cargo is not released and is taken off terminal, a re-delivery charge will be applied under the heading not released from U.S. Customs.

SECTION IV

RULES AND REGULATIONS

FREE TIME AND DEMURRAGE ON IMPORT CARGO

1. DEFINITIONS

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

2. FREE TIME PERIOD

A. Breakbulk Cargo:

Five (5) days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of import cargo discharged from vessels in the Port of New York

B. Containerized Cargo (House Containers):

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

- 2) **General cargo containers and tank containers:**

Five (5) days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of containers discharged from vessels in the Port of New York

C. Rolling Stock

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Five (5) days free time exclusive of Saturdays, Sundays and ILA Holidays will be allowed for the removal of rolling stock discharged from vessels in the Port of New York.

3. COMPUTATION OF FREE TIME PERIOD

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

4. SCALE OF DEMURRAGE CHARGES

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

A. Breakbulk Cargo

1st Period Demurrage:

2 cents per 100 lbs. or 1 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the first five (5) calendar days after the expiration of free time. Minimum charge \$21.71, Per unit per day.

2nd Period Demurrage:

5 cents per 100 lbs. or 2 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days. Minimum charge \$38.31, Per unit per day.

3rd Period Demurrage:

8 cents per 100 lbs. or 3 cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day. Minimum charge \$52.61, Per unit per day.

B. Merchant Haulage Containers:

1. General cargo containers of which no dimension exceeds 20 feet, a charge of \$23.67 per day per container for the first five (5) calendar days after the expiration of free time and \$56.56 per calendar day thereafter.

2. General cargo containers of which no dimension exceeds 40 feet, a charge of \$36.83 per day per container for the first five calendar days after the expiration of free time and \$96.02 per calendar day thereafter.

C. Intermodal Moves (Carrier Controlled)

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

Five (5) Calendar Day	<u>1st Period</u>	<u>Thereafter</u>
20'	\$17.77/day	\$42.42/day
40'	\$27.63/day	\$72.02/day

D. Rolling Stock

First five (5) calendar days;

- a. up to 12,000 lbs \$ 8.15 per unit per day
- b. 12,001 to 24,000lbs \$10.86 per unit per day
- c. 24,001 lbs and up \$13.60 per unit per day

Second five (5) calendar days:

- a. up to 12,000 lbs \$10.86 per unit per day
- b. 12,001 to 24,000 \$13.60 per unit per day
- c. 24,001 lbs and up \$16.29 per unit per day

Thereafter:

- a. up to 12,000 lbs \$13.60 per unit per day
- b. 12,001 to 24,000 lbs \$16.29 per unit per day
- c. 24,001 lbs and up \$19.02 per unit per day

5. UNDELIVERED CARGO

- A. Cargo which is undelivered and remains at the terminal beyond the expiration of free time, may be placed in public storage at any time thereafter, at the option of Ports America 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 Ports America. Ten days prior to such sale, a registered letter of notice will be sent to the owner of record. Any monies received beyond the charges due, will be returned to the owner of claimed within one year of the mailed notice.

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6. TRANSFER OF OWNERSHIP OF CARGO

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

7. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

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

8. EXTENSION OF FREE TIME AND DEMURRAGE PERIODS

Cargo on Free Time:

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

When the consignee is prevented from removing his cargo by factors beyond his control which affect the entire port area or a substantial portion thereof, or

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

Then in either event, cargo which is in the first period of demurrage will continue to be assessed at the first period demurrage rates, and cargo which is in the second period of demurrage or is in any succeeding period after the second demurrage period demurrage, will revert to the first period demurrage charges for such time as the consignee is prevented from removing his cargo by such strike or factors beyond his control.

Following a longshoremen's strike of five (5) days or greater duration:

- 1. Cargo which is on free time at the commencement of the strike will be extended an additional free time period of not less than five (5) days, exclusive of Saturdays, Sundays and ILA holidays, beyond the time at which the free time period would normally terminate; and

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2. Cargo which is in the first period demurrage of five (5) calendar days beyond the time at which first period demurrage would normally terminate.

The extensions referred to in subparagraph (1) and (2) above shall apply only

- a) If cargo is actually picked up with such extended time; or
 - b) If, pursuant to an appointment system adopted by both carriers and consignees, cargo is picked up within twenty-four (24) hours of advance notification that cargo is available for pickup and readily accessible, in which latter event time shall not be extended more than twenty-four (24) hours beyond the additional free time or the demurrage period.
3. Cargo which is on second period demurrage (or any succeeding demurrage period) at the commencement of the strike shall revert to such demurrage period at the conclusion of the strike.

B. Delays in delivery – Carrier errors or omissions:

In the case of an error or omission, which was solely caused by the steamship line, its duly appointed agent or authorized representative, excluding Ports America, and said action or inaction prevented the consignee or owner of the cargo from taking or effecting delivery of cargo, an adjustment to demurrage may be made. These specific conditions must be completely documented and recorded. The adjustment will be limited to a period of no more than 30 calendar days following expiration of normal free time. The adjustment will be limited to charging \$9.22 per day per dry container for the said 30-day period. Thereafter, all cargoes remaining on terminal will be assessed in accordance with the prevailing tariff in effect.

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

Container(s) not removed from piers within the free time period may, at any time thereafter, at the option of the carrier and/or Ports America, be placed in public storage at the risk and expense of the goods subject to any charges which may have accrued prior to removal and said expenses which may accrue as a result of said removal and said expenses and said charges shall be a lien on the goods. All demurrage charges that may have accrued prior to the removal of the goods in public storage shall be assessed and collected.

SECTION V

RULES AND REGULATIONS

DOCKAGE

1 DEFINITION

- a Dockage – the charge assessed for berthing of a vessel at the wharf, pier, bulkhead structure.
- b Twenty four hour period - shall mean a period of 24 hours from the recorded time of the vessel arrival or any fraction thereof.

2 VESSELS – DOCKAGE - RATES

Length of Vessel in Feet		Charge per foot per 24 hour <u>period or part thereof</u>
<u>Over</u>	<u>Not Exceeding</u>	
0	400	\$4.52
400	500	\$5.42
500	600	\$6.32
600	700	\$7.83
700	800	\$8.74
800	900	\$9.33
900		\$10.85
Minimum charge		\$1.086.00

SECTION VI

RULES AND REGULATIONS

WHARFAGE

1 DEFINITION

- a Wharfage – the charge assessed against all cargo passing or conveyed over wharves when berthed. Wharfage is solely the charge for use of wharf and does not charge for any other service. Wharfage shall be based on the cube or weight as stated on manifest.
- b Cargo – all goods or whatever is transported or to be transported by vessel.
- c Ton - 2,240 pounds weight or 40 cubic feet measurement,

2 WHARFAGE – RATES

- a All cargo unless otherwise specifically provided for - \$1.06 per metric ton
- b Automobiles, unboxed - \$1.04 per measurement ton