

**Marine Terminal Operator Schedule****Original Publication Date: August 16, 2019**

This Marine Terminal Operator Schedule (this “Schedule”) is issued by North America Terminal and Stevedoring Services LLC, a California limited liability company (“NATSS”) under the authority of the Federal Maritime Commission (46 CFR Part 525) and supersedes all previously issued schedules.

This Schedule shall be applicable to the NATSS operation and services within the Port of Los Angeles (“Harbor District”).

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## **Section One: General Information and Definition**

### **100: SCOPE OF SCHEDULE**

This Schedule, and all of its terms and conditions, shall be binding upon all Users of the Terminal and upon all persons or entities who engage or receive the Services described in this Schedule regardless of whether such User, person, or entity had actual notice of this Schedule or its terms and conditions prior to its use of such Terminal, or its engagement or receipt of such Services.

This Schedule and NATSS's responsibilities herein shall only apply during the period NATSS has responsibility for the care, custody and control of the Cargo. NATSS is not responsible for and will not take care, custody or control of any Cargo or other items brought to or left on the Terminal that have not been processed and received by NATSS in the manner provided for in this Schedule.

Except when NATSS is providing stevedore services as provided under Section Six, NATSS shall be deemed to have care, custody and control of the Cargo for the period: for inbound/import Cargo, starting upon the inspection and tally of the Cargo by NATSS at the completion of the discharge stevedore operation, until the date and time of the Cargo delivery from NATSS indicated on the Delivery Order for the Cargo; and for outbound/export Cargo, starting on the date and time of the Cargo delivery to NATSS as indicated on the Dock Receipt for the Cargo, until the movement of the Cargo by the stevedore at the beginning of the loading stevedore activity. When NATSS provides stevedoring services for the Cargo, its care, custody and control under this Schedule shall include the period of the stevedoring activity.

### **101: WRITTEN AGREEMENTS**

NATSS may also enter into written agreements with Users of the Terminal and/or Services on terms and conditions agreed to between the parties. In the event of any conflict between the terms or conditions of this Schedule and the terms or conditions of the written agreement, unless otherwise specifically provided in the written agreement, the terms of the written agreement shall govern. Otherwise, any terms of this Schedule not inconsistent with such written agreement shall be deemed incorporated by reference into that written agreement.

### **102: PORT OF LOS ANGELES TARIFF**

The rates, terms and conditions of the Port of Los Angeles tariff entitled "Port of Los Angeles Tariff No. 4" and any and all revisions, amendments or restatements (the "Harbor Tariff") are incorporated herein by reference as if fully set forth in this Schedule. In the event of any conflict between the terms and conditions of this Schedule and the Harbor Tariff, the terms and conditions of this Schedule shall govern. To the extent there is no conflict between the terms of this Schedule and the terms of Harbor Tariff,

the two documents are to be interpreted as one document. Anyone using the Terminal or Services under this Schedule must also comply with the applicable terms and conditions of the Harbor Tariff, including but not limited to those terms and conditions relating to access, safety and conduct.

### **103: PRIOR SCHEDULES**

This Schedule will replace and cancel any and all prior published or unpublished tariffs previously issued by NATSS effective, when this Schedule becomes effective.

### **104: DEFINITIONS**

The terms and definitions used in this Schedule are as provided by the requirements of 46 CFR Part 525.

104.1: "Abandoned Cargo" shall mean Cargo that remains on the Terminal for more than 60 days following the discharge from a Vessel or following the tender to NATSS, in the absence of a written storage agreement.

104.2: "Application of Rates" shall mean the rates, charges, rules and regulations named or incorporated into this Schedule for Services and/or the use of the Terminal at the time or during the period the Service or use occurs.

104.3: "Cargo" shall mean all goods, property or items, indicated by a party requesting the use of the Terminal or Services under this Schedule and includes but is not limited to the following commodities: Ro-Ro Cargo, break bulk cargo of all types, forest products, and recreational boats, including any container, package, pallet, dunnage or other materials associated with such Cargo, as applicable.

104.4 "Customary Freight Unit" shall mean the unit of Cargo on which ocean freight was or is to be calculated for any objects not shipped in a Package as defined in this Schedule.

104.5 "Delivery Order" shall mean the document provided for in Section 405 required to be presented as part of the process of picking up inbound/import Cargo from the Terminal.

104.6 "Dock Receipt" shall mean the document provided for in Section 404 required to be presented for outbound/export Cargo at the time NATSS accepts the Cargo at the Terminal.

104.7 "Force Majeure" shall have the meaning as defined in Section 205 of this Schedule.

104.8 "Free Time" shall mean the period of time, specified in the Harbor Tariff, immediately prior to the loading or subsequent to the discharge of such Cargo, when such Cargo may occupy space assigned to it on the Terminal, before the Cargo becomes subject to Wharf Demurrage or Terminal Storage charges.

104.9 "Handling" shall mean the Service of physically moving Cargo between places on the Terminal, excluding the Cargo movements required for stevedoring.

104.10 "Harbor Tariff" shall have the meaning as defined in Section 102 of this Schedule.

104.11 "Legal Holidays" shall mean the following: New Year's Day (closed), Martin Luther King's Birthday Lincoln's Birthday President's Day, Cesar Chavez Day, Memorial Day (closed), Fourth of July, Bloody Thursday (July 5-closed), Harry Bridges Birthday, Labor Day (closed), Veteran's Day, Thanksgiving Day (closed), Christmas Day (closed). Any other National or State holidays created by Executive Authority or declared by the Harbor District Tariff.

104.12 "Line Handling" shall mean the handling of Vessel mooring lines in the connection with the docking (tie-up) or undocking (let go) of a Vessel.

104.13 "Other Services" shall mean any work or use, not otherwise specifically provided for in this Schedule or the Harbor Tariff, provided by NATSS at the request of a party associated with Cargo on the Terminal; including, but not limited to, relabeling of Cargo, other documentation changes, survey, truck loading, and heavy lifts.

104.14 "Port of Los Angeles" shall mean the Harbor Department of the City of Los Angeles which owns and operates the commercial Port of Los Angeles, and all navigable waters, areas, piers, wharves, warehouses and facilities within the jurisdiction and control thereof. All the navigable waters within the City of Los Angeles included within, or northerly of, the Los Angeles Harbor Breakwater and the easterly prolongation thereof in a straight line to its intersection with the easterly boundary line of the City of Los Angeles are herein designated and referred to as the "Port of Los Angeles" or "Los Angeles Harbor."

104.15 "Package" shall mean any container, van, trailer, pallet, or other types of cargo unitization whatsoever. For avoidance of doubt, with respect to Cargo moved in any marine container of any size, the container shall be considered the "Package" notwithstanding presence of any smaller Packages or Customary Freight Units therein.

104.16 "NATSS" means North America Terminal and Stevedoring Services LLC, a California limited liability company. NATSS is not a common carrier or public utility and is the sole interpreter of this Schedule. At no time is any Terminal or Service User under this Schedule to be deemed a borrowed servant of NATSS.

104.17 "Point of Rest": shall mean an area on the Terminal where Cargo ordinarily would be deposited when received, subject to noninterference with terminal operations; or the actual point at which the Cargo is placed following discharge or receipt, as applicable.

104.18 “Ro-Ro Cargo” shall mean any and all types of wheeled or tracked units of Cargo able to be moved on the Terminal and loaded or discharged from Vessels by rolling either self-propelled or towable that do not require any form of lifting including, but not limited to, new assembled motor vehicles, motor or electric vehicles (new or used, all types or description), heavy equipment, agricultural equipment, other tracked or wheeled units.

104.19 “Services” shall mean those tasks or duties performed or provided by NATSS as provided in this Schedule, including those items incorporated by reference from the Harbor Tariff, while the Cargo is in NATSS’s care, custody and control. Except as expressly provided, “Services” shall be deemed to include “Other Services” as defined herein.

104.20 “Service and Facility Charge” or “S&F Charge” shall mean the charge, payable by the Vessel, its owners or operators, (unless other arrangements have been made with NATSS, prior to the S&F Charge being incurred) for the Cargo that is loaded or discharged from that Vessel relating to the Services provided for the receipt, checking, care, custody and control of the Cargo in the transfer of the Cargo through the Terminal, including the use of the Terminal areas required in the receipt and delivery of the Cargo to and from the Vessel; however, specifically excluding: (i) Cargo Handling, stevedoring, Sorting and Allocating, loading or unloading operations costs or any Other Service or labor charges except those necessary to perform these tasks; (ii) Services or Terminal areas for which there are separate individual charges in this Tariff or the Harbor Tariff, including but not limited to, wharfage, dockage, Wharf Demurrage or Wharf Storage or similar items.

104.21 “Sorting and Allocating” shall mean any customer specific requests for any type of grouping, identification or segregation or other handling or manipulation of its Cargo not normally performed by NATSS in providing its Services.

104.22 Symbols Used in the Schedule:

SYMBOL	EXPLANATION
(A)	Increase
(C)	Change in wording which results in neither Increase nor Reduction
(E)	Expiration
(I)	New or Initial Matter
(R)	Reduction
(S)	Special Case Matter
(W)	Same Day Withdrawal of Erroneous Data
X	Times (Measurement to Weight Ratio Factor)
%	Percent
'	Foot (Feet)

"	Inch (es)
&	And
\$	Dollar(s)
/	or (Per)

104.23 "Terminal" shall mean those areas of land, buildings or structures used by NATSS in the performance of the Services.

104.24 "Truck Unloading" shall mean the Service of unloading Cargo from a delivering truck to a Point of Rest on the Terminal with equipment provided by NATSS.

104.25 "Usage" shall mean the use of the Terminal by a trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of the Terminal for any other gainful purpose for which a charge is not otherwise specified.

104.26 "User" means, without limitation, any water carrier, vessel operator, shipper, consignee or other beneficial owner in Cargo, and each agent or representative thereof, or persons entering upon, providing services or availing themselves of the facilities of the Terminal.

104.27 "Vessel" shall mean any floating craft of any or every description.

104.28 "Wharf Demurrage" shall mean a charge assessed against Cargo remaining in or on the Terminal after the expiration of Free Time, unless prior arrangements have been made with NATSS for the application of Wharf Storage.

104.29 "Wharf Storage" shall mean the charge, approved under the Harbor Tariff, to be assessed against Cargo after the expiration of Free Time.

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## **Section Two: Insurance and Liability**

### **200: LIMIT OF LIABILITY**

The provisions of the U.S. Carriage of Goods by Sea Act (COGSA) apply and are hereby incorporated into this Schedule. NATSS assumes no liability for loss or damage to Cargo handled or transshipped through the Terminal or for which NATSS rendered Services or for any equipment brought on the Terminal, except as specifically provided for in this Schedule. NATSS shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of the party using the Terminal or Services or its employees, its agents, or its other service providers. NATSS shall be liable only for loss or damage to Cargo resulting from its own failure to exercise due and proper care in performing the Services or offering the Terminal provided herein. Nothing in this Schedule is intended or should be applied to limit NATSS's liability for its own negligence to a greater degree than is permitted under the terms of 46 CFR 525.2 (a) (i).

### **201: PER PACKAGE OR CUSTOMARY FREIGHT UNIT LIMITATION**

User shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the Cargo incorporates the United States Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §1300 et seq., as amended, or if COGSA is not applicable the Hague Rules of 1921, 51 Stat. 233, as amended, and that all the benefits, defenses, statute of limitations, exceptions, immunities and limitations upon liability granted under such regime for benefit of the carrier are extended to the periods of time prior to and during the loading of the Cargo, and during and following the discharging of the Cargo, and otherwise to and for the benefit of NATSS and its subcontractors. In addition, whenever any such benefits, defenses, statute of limitations, exceptions, immunities and limitations have been waived, limited and/or omitted, as in the case of ad valorem or dangerous Cargos, for example, User shall be responsible for providing NATSS with written notice thereof prior to tender of the Cargo to NATSS.

In no case shall NATSS or its subcontractors be liable for loss or damage to Cargo in a sum in excess of \$500 per Package of Cargo, or \$500 per Customary Freight Unit for non-Package Cargo, from any cause what so ever, unless the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other Users of the Terminal or Services, prior to the commencement of such use of the Terminal or Services, makes a written declaration to NATSS of a higher value for the Cargo, as provided in Section 603 of this Schedule. Notwithstanding any freight or package details in any carrier bill of lading or any dock receipt, the marine container shall be the agreed "Package" for any containerized cargo, regardless of any small Packages or Freight Units contained therein.

## **202: EXCLUSIONS OF LIABILITY**

The responsibility for loss or damage to Cargo shall not include loss caused by a Force Majeure event as provided at Section 205 or a loss generally covered by insurance such as fire, heating, ice, frost, freezing, leakage, evaporation, natural shrinkage, wasting or decay, animals, insects, leakage or discharge from fire protection or the elements. NATSS shall have no liability for loss or damage to Cargo to the extent that the same is caused by the inherent vice of the Cargo or the insufficiency of containers, stowage, packaging, placarding, classification, identification, declaration, compliance of or marks on the Cargo, for purposes of the foregoing, specifically: pleasure boat Cargo taken out of the water by NATSS at the request of the Cargo interests and non-operating Ro-Ro Cargo, as provided below, shall be deemed to be included in these exclusions.

Unless prior to arrival at the Terminal NATSS is told that a piece of Ro-Ro Cargo is non-drivable or not operating and arrangements for towing or other means of handling the Ro-Ro Cargo are made, any Party tendering Ro-Ro Cargo to NATSS warrants that the Ro-Ro Cargo is drivable and safe to operate, and such parties shall be responsible and liable to NATSS and shall indemnify and hold harmless NATSS for any and all losses, costs or damages (including personal injuries or deaths) incurred as a result of the tender of an undrivable or unsafe piece of Ro-Ro Cargo to NATSS, except to the extent such loss, cost or damage is caused by negligence of NATSS. The Party tendering the non-operable or unsafe Ro-Ro Cargo shall be liable for all extra costs and charges incurred.

Each User shall promptly notify NATSS and its contractors of any Customs "hold" and will comply with such "holds" as applicable, and will indemnify and defend NATSS for any fine or penalty imposed upon NATSS as a result of such party's delay or failure in notification of NATSS of any "hold".

NATSS is not responsible for security and safety of Users or their property.

Any utilities, telecommunications services, interconnections, WiFi service or similar services or features made available by NATSS or its contractor or concessionaire to Users are incidental and for the convenience of Users. NATSS does not guarantee or warrant the availability, reliability or privacy thereof for any purpose.

## **203: NO CONSEQUENTIAL OR INDIRECT DAMAGES**

NATSS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES OR SPECIAL DAMAGES OR OTHER SIMILAR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, PROFITS OR OPPORTUNITIES WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF

CONTRACT, WARRANTY LOST (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

#### **204: OPTION TO REPLACE CARGO**

NATSS shall have the option, at its sole discretion, of replacing any lost Cargo or other property and/or replacing or repairing any damaged Cargo or other property.

#### **205: FORCE MAJEURE**

NATSS will not be deemed responsible for its failure or delay in performance of any of its obligations under this Schedule or be liable for any delay, loss or damage of any kind, including but not limited to, delay, loss or damage to Cargo, arising from any one or a combination of the following events (collectively "Force Majeure"): strikes, boycotts, picketing, work stoppages, concerted work slowdowns, lockouts or similar labor difficulties or disruptions of any persons in its employ or in the service of others (including but not limited to, the Harbor District, other Users of the port, ocean carriers calling at the Port) nor for any causes arising therefrom; nor any causes unavoidable or beyond its control, including but not limited to Acts of God (including but not limited to, earthquakes, tsunamis, floods, rains, hail, ice or other weather created conditions) acts or threatened acts or states of war, riot, civil unrest or terrorism, or regulations, orders or enforcement by any court or governmental authority (federal, state, county or local, including but not limited to the Harbor District) or compliance therewith; fire, explosion, local or national disruptions to transportation networks, supply chains, telecommunications, data exchange or processing systems or operations, airborne contamination, fallout or pollution of any kind or any other similar cause, which is beyond the control of NATSS.

#### **206: DAMAGE CAUSED BY USER**

NATSS accepts no responsibility for damages to the Terminal, Cargo, or other property or accidents occurring when its equipment and/or its operators or employees are furnished to perform work for others, except if caused by NATSS's own negligence. All parties to whom transit sheds, mechanical equipment or other Terminal areas have been assigned by NATSS shall be responsible and liable to NATSS for any damage occurring to such property or to Cargo during their assignment, occupation and/or use without regard to whom shall cause the damage, except for that damage caused by NATSS's own negligence. All such Users or parties referred to above further agree to indemnify and hold harmless NATSS for any and all personal injuries and/or property damage (including Cargo) caused by the negligence of the User or party or their agents, employees, invitees and/or servants. User shall indemnify, defend and hold harmless NATSS with respect to any inaccurate or incomplete information provided to NATSS by User or its contractors or agents.

**207: OIL SPILLS AND OTHER POLLUTION INCIDENTS**

All Users of the Terminal and/or Services shall be responsible and liable to NATSS and shall indemnify and hold harmless NATSS for any and all losses, costs or damages incurred as a result of oil spills, including, without limitation, any spill regulated by the Oil Pollution Act of 1990, from Cargo, vehicles or equipment brought or used on the Terminal by that User of the Terminal or Service or other pollution incidents caused by the User or their Cargo, including but not limited to clean up costs, costs of preventing subsequent discharges, and government imposed or Harbor District imposed charges, fees, fines and penalties, except to the extent that such losses, costs or damages are caused by the negligence of NATSS. In the event of a pollution incident described hereunder, NATSS, in its sole discretion or as required by the Harbor District, may either permit the User responsible to undertake clean-up efforts, or NATSS may undertake such clean-up efforts itself or NATSS may engage the services of a third party vendor to perform such clean-up. In the event that NATSS chooses to perform pollution clean-up services itself, charges for such clean-up costs will be imposed upon the responsible User(s) at the current labor and drayage rates in this Schedule, and clean-up materials will be charged at cost plus a 15% administrative fee. In the event that NATSS engages the services of a third party vendor to perform pollution clean-up services, charges for such clean-up costs will be imposed upon the responsible User(s) at the cost of the third party vendor plus a 15% administrative fee.

**208: NO INSURANCE PROVIDED**

The charges provided under this Schedule do not include insurance of any character. All parties using the Terminal or Services, by such use, warrant to NATSS that said parties carry sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance with duly licensed good quality underwriters to cover their activities at the Terminal, including their employees, third party vendors, and transportation providers in accordance with good industry practice. Upon request all parties entering or using the Terminal or Services shall furnish NATSS with proof of such insurance, and when required by NATSS will arrange for NATSS to be named as additional insured, with waiver of subrogation as to NATSS.

**209: RIGHT TO SUE**

NATSS shall be discharged from any and all liability for any loss or damage to the Cargo or any claim of whatsoever kind, nature, or description with respect to or in connection with the Cargo or any parties use of the Services, Terminal or equipment provided for in this Schedule unless suit is brought against NATSS within one year after delivery of the Cargo or the date when the Cargo should have been delivered. Suit shall not be considered "brought" for the purposes of this Section unless process shall have been actually served and/or jurisdiction obtained over NATSS within the specified one year period.

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## Section Three: Payments and Credit

### 300: MANIFESTS OF CARGO

The Master of any Vessel docked at a Terminal shall, upon demand, before departure of said Vessel, exhibit the enrollment or license of such Vessel showing tonnage and furnish a copy of the manifest of Cargo discharges. Manifests or summaries of all outbound cargo received at a Terminal for loading shall be furnished to NATSS by the Vessel's owners or agents prior to sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.

### 301: PAYMENT OF CHARGES:

301.1: Charges of NATSS shall become due and payable upon presentation of invoice, except as hereinafter specified.

301.2 High volume (greater than 500 units per year) business entities doing business under this Schedule may apply for credit. Credit, which is extended or suspended at the sole discretion of and including any terms required by NATSS, requires payment within 30 days of the invoice date.

301.3 Failure to pay credit accounts within 30 days of the invoice date shall result in cancellation of credit privileges and the reestablishment of cash terms.

301.4 In addition to any other rights recognized by law, NATSS shall have a possessory lien and the right is reserved by NATSS to withhold delivery of any Cargo, on which charges published in this Schedule are due and payable, until such time as these charges are paid in full, and until any User claiming any interest in such Cargo has paid all other amounts due NATSS from such User.

301.5 NATSS reserves the right to require an advance deposit from any User or deny to anyone the use of the Terminal or Services under this Schedule until all past due accounts are paid.

301.6 Any invoices that are not paid within 30 days of invoice date shall accrue interest at the rate of 1% per month from the date of invoice. All returned checks shall be subject to a \$25.00 per check surcharge.

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## Section Four: Services

### 400: SCOPE OF SERVICES

NATSS shall provide at the request of the Vessel operator, Cargo interest or other party requesting Services, the Services provided in this Schedule. NATSS may contract or subcontract any Services, Other Services or any portion thereof to a third-party services provider.

### 401: DELIVERY INSTRUCTIONS

In the absence of any delivery instructions before discharge of a Vessel is started, the Cargo will be handled to open area storage at the discretion of NATSS and any expenses incidental to Handling the Cargo from that Point of Rest to another Point of Rest will be for the account of the receiver.

### 402: INSPECTION OF CARGO

NATSS may enter upon and inspect any Vessel in berth at its Terminal to ascertain the kind and quantity of Cargo thereon and no person or persons shall hinder, molest or refuse entrance upon such Vessel for the purpose specified.

### 403: DANGEROUS AND HAZARDOUS CARGO

Parties, anticipating to use the Terminals or Services under this Schedule for dangerous Cargo must present permits from proper authorities, comply with the provisions of the Harbor Tariff and receive permission from NATSS, and/or the Harbor District and related government authority (if any), before such Cargo shall be received on or transferred at the Terminal.

NATSS may refuse to handle (i) any Cargo which it believes, in its sole discretion, is improperly packaged, labeled, or placarded and (ii) any dangerous or hazardous goods which it believes, in its sole discretion, may present an unreasonable risk of damage to any vessel, vehicle, equipment or property, and/or unreasonable risk of injury or illness to any person.

The following data is required for the delivering of hazardous cargoes to the Terminal. All of the following must be complied with or the Cargo will not be received by NATSS:

403.1: Complete shipper's name and address and, where possible, telephone numbers for emergencies.

403.2: Carrier listed either separately or in the billing letterhead.

403.3: Complete consignee's name and address, including the overseas port of destination on exports.

403.4: Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.

403.5: Hazardous class of the material being shipped.

403.6: Kind and number of containers and individual weights or total weight.

403.7: Labels and placarding required.

403.8: Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

This is to be accompanied by a legible signature of the person certifying.

403.9: Properly documented special instructions, exceptions or exemption information, if required.

403.10: Compliance with all applicable DOT PHMSA regulations and/or International Maritime Dangerous Goods (IMDG) Convention requirements

#### **404: DOCK RECEIPTS**

No Cargo shall be received by NATSS for export unless accompanied by a fully and accurately prepared Dock Receipt, either in hard copy paper form or in an approved electronic form, containing the following information. NATSS may rely on all such information when dealing with the Cargo.

404.1: Shipper/Exporter.

404.2: Export references.

404.3: Forwarding agent-references.

404.4: Point and country of origin.

404.5: Domestic routing/export instructions.

404.6: Pier.

404.7: Exporting carrier (Vessel).

404.8 Port of discharge.



404.9 For transshipment to.

404.10: All marks and numbers.

404.11: Number of packages.

404.12: All descriptions of packages and goods.

404.13: All gross weights.

404.14: All measurements.

#### **405: DELIVERY ORDERS**

Anyone coming to the Terminal to pick-up import/inbound Cargo shall be in possession of the proper Delivery Order documents. No Cargo shall be delivered by NATSS unless pursuant to a proper Delivery Order either in hard copy paper form or in an electronic form approved by NATSS. In cases where import Cargo requires U.S. Customs or USDA inspection prior to release, Cargo release will be withheld until the Customs/USDA requirements are met. Proper Delivery Orders should contain the following information:

405.1: Vessel name/voyage number

405.2: Ocean bill of lading number

405.3: Port of discharge

405.4: Number of packages and/or container number

405.5: Cargo weight in compliance with SOLAS VGM requirements

405.6: Delivery (pick-up) carrier

405.7: Cargo destination (city and state)

405.8: Customs entry number

405.9: Marks and numbers (if applicable)

405.10: Parties responsible for any terminal service billing.

#### **406: FREE TIME**

Cargo shall have the Free Time on the Terminal as provided for in the Harbor Tariff, unless prior to the expiration of the Free Time for such Cargo other written arrangements have been agreed to with NATSS.

#### **407: STEVEDORING**

NATSS will arrange for the stevedoring of Cargo on and off the Vessel at the rates and charges provided under Section 605. All stevedoring performed by NATSS shall be

performed as an agent or contractor of the Vessel operator and under the application of the terms and conditions of the bill of lading for such Cargo, as well as, the terms and conditions of this Schedule.

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## **Section Five: Miscellaneous**

### **500: NATSS IS NOT AN INTERMODAL EQUIPMENT PROVIDER**

Users of the Terminals and/or Services acknowledge that parties other than NATSS who own, lease, or operate chassis have the sole responsibility for the maintenance and inspection of those chassis and agree that NATSS has no duty to fulfill any obligations of an intermodal equipment provider (IEP) under the Federal Motor Carrier Safety Administration rules and regulations (including, but not limited to, 49 CFR Parts 385, 386, 390, et al.) (“FMCSA intermodal chassis regulations”). Users of Terminals and/or Services agree to indemnify and hold harmless NATSS, and their agents and employees, from and against all suits, actions, claims, demands, damages, losses, penalties, fines, assessments, expenses and costs of every kind and description to which NATSS and their agents or employees may be subjected relating to any chassis, including but not limited to any such costs or losses arising from an alleged failure to comply with the FMCSA intermodal chassis regulations

### **501: REMOVAL OF REFUSE MATERIALS**

Rubbish, refuse or other materials must be removed from the Terminal and transit shed, apron, or other areas within the confines of a Terminal and disposed of lawfully by the person or persons placing it there, upon demand; otherwise it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard into the waters by the Terminal.

### **502: REMOVAL OF OBJECTIONABLE CARGO**

NATSS reserves the right to move Cargo or other material which in its judgment is likely to damage or delay other Cargo or property to another location, at the risk and expense of the owner.

### **503: REMOVAL OF ABANDONED CARGO**

NATSS, in its sole discretion, shall have the option of selling or otherwise disposing of Abandoned Cargo on the Terminal as permitted by Federal or State law, provided in the absence of any other specific legal requirements NATSS may provide ten (10) business days’ prior notice to User prior to sale or disposition, which shall be deemed adequate notice.

### **504: PARTY’S REQUESTS AND COMPLAINTS**

Party’s requests and complaints shall be promptly and fairly considered by NATSS provided that they are submitted in writing to NATSS at the address listed below:

North America Terminal and Stevedoring LLC  
195 McFarland Avenue, Wilmington, CA 90744  
Attention: Facility Operations Manager

**505: SMOKING ON PREMISES**

No person shall smoke or light any matches or use or carry any open flame or lighted lantern in transit sheds, warehouses, or open areas adjacent thereto or in the open storage yards or roadways.

**506: TERMINAL NOT A PUBLIC THOROUGHFARE**

The Terminal is not a public thoroughfare and all persons and vehicles entering thereon do so at their own risk. Such persons and vehicles by entering the Terminal agree to obey and be bound by all rules, regulations, signs, policies, and traffic control devices applicable thereto, including maximum posted speed limits within the Terminal, and to park only in designated parking locations on the property all as more specifically provided by the Harbor District. All persons or vehicles entering upon the Terminal must comply with all Harbor District regulations for access and shall carry such forms of identification as may be required by the Harbor District or other public or governmental authorities and shall display such identification upon request.

**507: SCHEDULE**

Vessel Schedules are available from your ocean carrier.

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## Section Six: Rates and Charges

### 600: ABBREVIATIONS

All abbreviations, not otherwise defined by this Schedule, and used in this Section Six are used as those terms are defined in the applicable collective bargaining agreements applying to the workers performing such Services or Other Services. "Ton" shall mean 1,000 kilograms ("KGS") unless otherwise specified. When the term "measurement ton" is used in this Schedule, it should be held to mean 35 cubic meters.

### 601: SERVICE AND FACILITY CHARGE (Rate per Metric Ton unless otherwise specified)

ID	TYPE	MEASURE	IMPORT/EXPORT
0001	Autos - Service and Facility	Unit	\$ 25.00
0002	RoRo - Service and Facility	Weight/Measure	\$ 25.00
0003	Cargo (NOS) - Service and Facility	Weight/Measure	\$ 30.00
0004	Receiving Fee	Unit	\$ 30.00

601.1 Any cargo received for export that is taken back out of the terminal shall be assessed an "in-out" fee of \$75.00

### 602: LINE HANDLING CHARGE

Quoted upon request.

### 603: DECLARATION OF CARGO VALUE (AD VALORUM)

If the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other Users of the Terminal or Services desires NATSS to assume a higher liability value for the Cargo than provided in Section TWO of this Schedule, that party, prior to the commencement of the use of the Terminal or the Service, whichever occurs first, must declare a higher value for such Cargo in writing AND pay to NATSS, in addition to the other charges for such Services as herein set forth, a premium computed at one percent (1%) of the declared value of each Package or Customary Freight Unit. In the event of a higher value being declared in writing AND the payment of the one percent (1%) premium, the liability of NATSS, if any, for damage resulting from its own failure to exercise due and proper care in performing the Services and affording the Terminal provided shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the Cargo.

### 604: NIGHT OR WEEKEND TERMINAL GATE RECEIVING AND DELIVERY CHARGE

Billed at clerk labor cost as required by job at the rates appearing in Section 608.

**605: STEVEDORING (VESSEL LOADING AND UNLOADING)**

Billed at Labor Cost as required by specific job at the rates appearing in Section 608.

**606: TRUCK UNLOADING CHARGE**

Truck unloading is not offered by NATSS.

**607: OTHER SERVICE**

607.1 Measurement of Cargo – Billed at clerk labor cost as required by job at the rates appearing in Section 608.

607.2 Sorting and Allocating – Billed at labor cost as required by job at the rates appearing in Section 608.

607.3 All other Services or Other Services not specifically provided for in this Schedule shall be performed and billed at the labor cost as required by the job at the rates appearing in Section 608.

**608: BILLABLE LABOR COST FOR OTHER SERVICES AND NOT OTHERWISE SPECIFIED**

DESCRIPTION	SCHEDULE OF MAN HOUR RATES						GUARANTEE HOURS	
	<u>HOURLY RATES</u>					1ST/2ND/ OT	3RD	
	1ST	2ND	OT	3RD	3RD OT			
BASIC LONGSHORE	\$ 121.76	\$ 146.44	\$ 158.78	\$ 166.19	\$ 180.99	8	5	
LONGSHORE SKILL I	\$ 125.97	\$ 152.06	\$ 165.10	\$ 172.93	\$ 188.58	8	5	
LONGSHORE SKILL II	\$ 129.96	\$ 157.38	\$ 171.09	\$ 179.31	\$ 195.76	8	5	
LONGSHORE SKILL III	\$ 131.94	\$ 160.01	\$ 174.06	\$ 182.48	\$ 199.32	10	7	
BASIC CLERK	\$ 121.76	\$ 146.44	\$ 158.78	\$ 166.19	\$ 180.99	8	5	
CLERK SKILL I	\$ 125.97	\$ 152.06	\$ 165.10	\$ 172.93	\$ 188.58	10	7	
CLERK SKILL II	\$ 129.96	\$ 157.38	\$ 171.09	\$ 179.31	\$ 195.76	10	7	
FOREMAN	\$ 155.77	\$ 190.72	\$ 208.21	\$ 218.69	\$ 239.67	10	7	
MECHANIC	\$ 131.94	\$ 160.01	\$ 174.06	\$ 182.48	\$ 199.32	10	7	
GEARMAN	\$ 131.94	\$ 160.01	\$ 174.06	\$ 182.48	\$ 199.32	10	7	

**609: WHARF DEMURRAGE AND WHARF STORAGE**

At the expiration of Free Time, for any Cargo remaining on the Terminal, Wharf Demurrage or Wharf Storage charges shall be charged at the rates provided in the Harbor Tariff.

Any charges applied from the Harbor Tariff for Wharf Demurrage, Wharf Storage, or any other storage charge shall have a ten percent (10%) administration handling fee added to the amount for NATSS's handling of such collection on behalf of the Harbor District.

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