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Effective Date: 01 October 2018	

**Marine Terminal Schedule No. 017547**

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

**Effective Date: 01 October 2018**

**Updated: 28 August 2018**

This schedule is issued by Ports America, Inc. under authority of the Federal Maritime Commission and supersedes 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  
Berths 1418, 1419

Port Newark Auto Terminal  
325 Distribution Street  
Newark, N.J. 07114 Berths 7, 9, 11, 13, 15, 16, 17, 18, 21, 23, 25  
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## **SECTION I**

### **RULES AND REGULATIONS**

#### **SYMBOLS AND DEFINITIONS**

##### **DEFINITIONS:**

A. **CARGO** – means all goods, commodities and other personal property items with respect to which Ports America is requested to and/or does perform any terminal services, and all containers, automobiles, heavy equipment, packing, packaging, crates, cradles, pallets, tanks, platforms, flatbeds, trailers, containers, equipment, and other items, materials and supplies associated therewith.

B. **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.

C. **HEAVY LIFT** – Refers only to single packages requiring handling by lift truck, provided however, that individual airplanes, boats, containers and metal shall not be deemed heavy lifts.

D. **INTACT CONTAINER** – A reusable non-disposable shipping container for intact movement requiring no stripping or stuffing of contents by Ports America.

E. **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.

F. **OTHER TRUCK** – Refers to closed top or rack-open top (unless racks are removed by driver, prior to receiving service).

G. **PACKAGE** – Shall include pieces, unpackaged customary freight units and all articles of any description except goods shipped in bulk.

H. **CRATES** – Shall include packaged customary freight units and all articles of any description except goods shipped in bulk.

I. **SKIDDED PRE-UNITIZED AND PALLETIZED CARGO** – Refers to packages mounted on a prepared platform (and, in the case of pre-unitized 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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J. TERMINAL FACILITY - One wharf structure comprising a terminal unit of open storage space.

K. THE PORT OF 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.

L. 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 12pm 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.

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## **RULES AND REGULATIONS**

### **I.L.A. HOLIDAYS**

**The following are the I.L.A. Holidays, subject to calendar dates.**

New Year's Eve

New Year's Day

Martin Luther King, Jr. Birthday

Lincoln's Birthday

Presidents' Day

Thomas W. Gleason's Birthday

Good Friday

Easter Sunday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veterans' Day

Thanksgiving Day

Christmas Eve

Christmas Day

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## **RULES AND REGULATIONS**

### **LIMITATION OF 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.

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.

**SECTION II**

**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 and elevating the Cargo onto the truck, chassis, trailer, OFBT, or other similar motor vehicle or means of carrying Cargo by motor vehicle, 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 – Shall mean the service of removing Cargo from the body of the truck, chassis, trailer, OFBT, or other similar motor vehicle or means of carrying Cargo by motor vehicle, to a place of rest on the terminal facility designated by Ports America.

**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, of the driver of the truck. The driver shall be solely responsible for securing the Cargo prior to transport.
- B. Truck unloading shall be performed solely by the agents, servants, and employees of Ports America and 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**

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

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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

Clerking, checking and draying services for misplaced equipment/cargo, including equipment to locate and correct misparked equipment/Cargo by a motor carrier, will cost \$142.40 per piece/unit 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 payment 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 full 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 herein.
- E. Companies not presently approved for credit by Ports America may make an 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 full by 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 \$75.81.
  - 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) Credit card payment shall be considered an acceptable form of payment, with consent from Ports America's credit/collections team.
- 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 wire transfer or credit card 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 \$47.66. A trucker will be deemed to have missed his appointment if for any reason the vehicle or the Cargo is not in every aspect ready for work at the appointment time. All appointments are subject to approval by Ports America.

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 a 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.

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.

**TWIC Escort;** TWIC Escorts are available upon request, subject to availability and Port Authority of NYNJ approval. If an individual requires a TWIC escort onto the terminal then a charge shall be levied for services rendered. Pricing is available upon request. TWIC Escorts shall be provided for terminal operations only. TWIC Escort requests should be submitted by 11:00 AM on the business day prior to arrival.

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**Quick Pass Priority Appointment;** \$46.35 per truck, per appointment. This service provides priority processing. We are limited to six (6) QuickPass Priority Appointments (QPPA) per day, with additional QPPA subject to approval and dependent on terminal volume.

All QuickPass Priority Appointment (QPPA) requests must be sent by 11am the business day prior to requested date of service, and is subject to Ports America approval.

**After Hours Holding Request;** \$46.35 per vehicle/piece, per request

This service provides the option to have Cargo placed in an After Hours holding area one business day before paperwork processing and cargo receiving. Cargo accepted for After Hours Holding must be processed the next business day. If someone does not arrive with proper paperwork for processing on the next business day, the Cargo will be lifted/towed inside the terminal and a Misplaced Cargo Fee per piece/vehicle will be applicable to all such Cargo.

All After Hours Holding requests must be sent by 11am the business day prior to requested date of service, and is subject to Ports America approval.

**Fumigation;** \$48.00 per package or unit, per fumigation, subject to availability. Fumigation fee includes providing a designated area on the terminal for a licensed fumigation company to complete their service.

**Un-Crating:**

Un-Crating service available upon request. Minimum charge of \$1,811.75 per unit. The service is for Cargo with road restrictions that need to be un-crated for transportation. Subject to prevailing disposal fees.

**Tarp:**

Tarpping Cargo is available upon request and subject to availability. Minimum charge of \$441.49 per unit.

**Indoor Storage:**

Indoor Storage and pricing available upon request, subject to availability.

**Boat, Barge, Rail and Helicopter Details:**

A lump sum rate of \$1,811.75 will be charged for services required to handle special loading/unloading arrangements of boats to or from water, Cargo to or from railcar, Cargo to or from barge and handling of helicopters flown into or out of 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.

Boat, barge, and helicopter fly-in moves are subject to Port Authority NYNJ berth application fees and approval.

The detail rate is in addition to handling rate per Bill of Lading and/or Booking and other accessorial charges.

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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 charge a surcharge, in addition to the applicable schedule rate, of \$112.03 per straight time man hour, \$168.03 per overtime man hour, and \$217.51 per penalty meal time man hour, the time to be computed on the basis of each fifteen (15) minute period or fraction thereof. Minimum assistance fee of \$224.06 is applicable to all such service. All requests for assistance are subject to Ports America's prior review and approval. Equipment is additional per schedule of equipment rates illustrated on Page 16.

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 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 only when loading to/from OFBT. Handling rates for heaving lifts requiring crane lifts loading to/from barge and/or rail will be assessed full handling rates plus applicable crane hire charges.

13. SPECIAL HANDLING

- A. 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 loading thereof, a written request detailing the nature of the special services desired must be submitted in advance of loading to Ports America. If Ports America agrees to perform these additional services, an extra charge shall be assessed of \$112.03 per straight time man hour, \$168.03 per overtime man hour, and \$217.51 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 in connection with special services shall be charged per the schedule of equipment rates illustrated on Page 16.
- B. Clerical Documentation Fee of \$26.52 will be assessed against any Cargo for which documents are provided to Ports America for processing, whether for purposes of export custom clearance or otherwise. Any such processing is subject to Ports America approval.

14. PREREQUISITE FOR PALLETIZED, PREUNITIZED AND SKIDDED RATE

In addition to any other requirements specified elsewhere, 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.

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 a package for U.S. Government Agency inspection shall be charged at \$42.78 per package and \$441.94 per crate. This service shall be assessed to the motor carrier. All Cargo on HOLD that is subject to US Customs Exams is subject to a scheduled rate of \$41.33 per unit. The charge is applied to move units to the exam area in order to allow the VACIS team and officer to perform their inspection.
- B. Providing facility/security/clerical services during a tailgate inspection/sampling of full containers shall be charged at \$152.72 per wheeled container and \$186.46 per grounded container.
- C. Strip flatrack units 20' - \$1,176.35 / 40' - \$1,701.40 plus unit preparation and discarding of debris/labor and disposal cost.
- D. Stuff flatrack units 20' - \$1,176.35 / 40' - \$1,701.40 plus lashing 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 CARGO HANDLING, TRUCK LOADING, AND UNLOADING (RATES ARE QUOTED IN 100 LBS PER PIECE/UNIT)

Cargo Not Otherwise Specified (NOS)..... \$5.52 per 100 lbs

Minimum Charge per truckload (per BL/Booking): A minimum charge of \$474.81 per truck will be charged as a minimum for every truck entering the terminal to deliver or receive loose break bulk Cargo.

- Boats – Individual..... \$7.63 per 100 Lbs.
- Boat cradle disposal ..... \$324.51 per cradle (wood)
- Boat cradle disposal..... \$577.69 per cradle (metal)
- Empty crate disposal ..... \$324.51 per crate (wood)

Damaged Cargo or Cargo worked under distress or obnoxious conditions are subject to a 200% increase of scheduled rate. (This rate shall apply only when the longshoremen loading trucks are

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receiving the full penalty wage as provided in their labor contracts with the New York Shipping Association, Inc.)

Forklift Cars: Any inoperable automobile Cars/SUVs entering/exiting the terminal that requires forklift assistance in order to load/unload will be subject to a charge of \$122.02.

Heavy Lift Charges – OFBT Only

Pieces must be properly packaged and safe to handle by forklift. Units designed to be lifted from the top and units that cannot be safely handled via forklift will require crane lifting. Crane charges are in addition to loading/unloading charges and stipulations herein. Crane is operated by appointment only.

10,001 – 25,000 lbs..... \$1.98 per 100 lbs  
 25,001 lbs and over ..... \$2.39 per 100 lbs

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

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### **ROLLING STOCK**

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

The minimum ramp charge will be \$75.10 per delivering motor carrier. (Driver Drive Offs) Ramp Fee is applied to motor carriers with non-detachable trailers.

Rail Cars, Gate Charge per delivery carrier \$120.17 per opening/closing of gate.

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 \$62.20

#### **Gate Charge for Multi-Axle Trailers and Railcars:**

Convoys and oversized vehicles/trailers and/or railcars that are subject to special road restrictions and require the opening of additional terminal gates for maneuvering will be subject to a gate charge of \$120.17 per entry and/or exit. Additional gate charge(s) will apply each additional time the gate is opened and/or closed. The charge applies when drivers are unable to maneuver in the facility and additional gates need to be opened and/or closed.

**SCHEDULE OF HOURLY AND PER UNIT EQUIPMENT RATES**

Forklifts up to 10,000 lbs.	\$33.59
Forklifts, 10,001 lbs to 15,000 lbs.	\$41.42
Forklifts, 15,001 lbs. to 25,000 lbs.	\$74.56
Stacker, 35,000 lbs. capacity	\$115.85
Hustler	\$86.18
Flatbeds	\$26.52
Portable Lights per unit per day	\$248.54

**LASHING MATERIAL RATES**

Lashing materials rates will be provided by Ports America upon request.

**SCHEDULE OF LASHING LABOR RATES**

	ST	O/T	D/H
Lashing Foremen	\$114.60	\$148.37	\$179.00
Lashers	\$113.42	\$146.45	\$177.11

## SECTION III

### **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 as provided in B. and C. below:

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 fifteen (15) days (exclusive of Saturdays, Sundays and ILA Holidays).

3. **COMPUTATION OF FREE TIME PERIOD.** Free time on export Cargo shall commence the next business day after Cargo arrival.

#### 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

1<sup>st</sup>. Period Demurrage:

3 cents per 100 lbs per day for the first five (5) calendar days after the expiration of free time. Minimum charge \$24.54, per piece per day.

2<sup>nd</sup> Period Demurrage:

5 cents per 100 lbs per day for the next five (5) succeeding days. Minimum charge \$43.33, per piece per day.

3<sup>rd</sup>. Period Demurrage:

9 cents per 100 lbs per day for each succeeding day. Minimum charge \$57.76, per piece per day.

**B. Rolling Stock**

1<sup>st</sup> Period Demurrage (first five (5) calendar days after the expiration of free time):

- a. up to 12,000 lbs. \$ 8.89 per unit per day
- b. 12,001 to 24,000 lbs. \$ 11.94 per unit per day
- c. 24,001 lbs. and up \$14.94 per unit per day

2<sup>nd</sup> Period Demurrage (next five (5) succeeding days):

- a. up to 12,000 lbs. \$11.94 per unit per day
- b. 12,001 to 24,000 lbs. \$14.94 per unit per day
- c. 24,001 lbs. and up \$17.89 per unit per day

3<sup>rd</sup> Period Demurrage (each succeeding day):

- a. up to 12,000 lbs. \$14.94 per unit per day
- b. 12,001 to 24,000 lbs. \$17.89 per unit per day
- c. 24,001 lbs. and up \$20.89 per unit per day

- C. Saturdays, Sundays and ILA holidays shall be included in computing demurrage. No demurrage shall be assessed after the vessel has commenced to load.
- D. Except as otherwise provided in this section, demurrage shall be for the account of the Cargo.
- E. 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.
- F. In the case of a vessel cancellation, Cargo on free 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.
- G. For Cargo on demurrage on the cancelled date of sailing, demurrage shall continue for the account of the export shipper until such time as the Cargo is loaded on another vessel or removed from the Terminal Facility.
- H. 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.
- I. 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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- J. 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 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, 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. A redelivery gate charge of \$81.61 per unit plus applicable assessorial charges will apply.
- 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. Demurrage and other charges shall be due and payable when service is provided.
- B. 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 SWITCHES ON TERMINAL

- A. A \$26.50 assessment fee will be applied to a Cargo switch or roll-over from one vessel to the next.

## SECTION IV

### **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 of 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. Rolling Stock

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 the next business day after Cargo arrival. (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

1<sup>st</sup> Period Demurrage:

3 cents per 100 lbs per day, for the first five (5) calendar days after the expiration of free time. Minimum charge \$24.54, per piece per day.

2<sup>nd</sup> Period Demurrage:

5 cents per 100 lbs per day for the next five (5) succeeding days. Minimum charge \$43.33, per piece per day.

3<sup>rd</sup> Period Demurrage:

9 cents per 100 lbs per day for each succeeding day. Minimum charge \$57.77, per piece per day.

**B. Merchant Haulage Containers:**

1. General Cargo containers of which no dimension exceeds 20 feet, a charge of \$26.00 per day per container for the first five (5) calendar days after the expiration of free time and \$62.11 per calendar day thereafter.

2. General Cargo containers of which no dimension exceeds 40 feet, a charge of \$40.44 per day per container for the first five (5) calendar days after the expiration of free time and \$105.43 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 to the carrier and not the Cargo.

	<u>First Five (5) Calendar Days</u>	<u>Thereafter</u>
20'	\$19.51/day	\$46.58/day
40'	\$30.34/day	\$79.08/day

**D. Rolling Stock**

1<sup>st</sup> Period Demurrage (first five (5) calendar days after the expiration of free time):

- a. up to 12,000 lbs. \$ 8.89 per unit per day
- b. 12,001 to 24,000 lbs. \$ 11.94 per unit per day
- c. 24,001 lbs. and up \$14.94 per unit per day

2<sup>nd</sup> Period Demurrage (next five (5) succeeding days):

- a. up to 12,000 lbs. \$11.94 per unit per day
- b. 12,001 to 24,000 lbs. \$14.94 per unit per day
- c. 24,001 lbs. and up \$17.89 per unit per day

3<sup>rd</sup> Period Demurrage (each succeeding day):

- a. up to 12,000 lbs. \$14.94 per unit per day
- b. 12,001 to 24,000 lbs. \$17.89 per unit per day
- c. 24,001 lbs. and up \$20.89 per unit per day

**E. INDOOR STORAGE**

Weather sensitive Cargo that requires indoor storage is subject to availability upon customer request. Pricing for indoor storage, when available, shall be provided upon request.

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## 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, subject to any charges which may have accrued prior to removal and such expenses which may accrue as a result of said removal and said expenses and said charges shall be a lien on the Cargo. All demurrage charges that may have accrued prior to the removal of the Cargo in public storage shall be assessed and collected.
- B. Cargo remaining on the terminal (or in public storage following the expiration of free time) in excess of 30 days will be considered as abandoned and may be sold for collection of demurrage and all other charges due Ports America or destroyed or disposed of at Ports America's sole discretion. Ten days prior to such sale, destruction or disposition, a written letter of notice will be sent to the notify party listed on the receipt, bill of lading or other shipping document. If the Cargo is not removed from the terminal or public storage within the ten days following such notice, the Cargo will be sold, destroyed or disposed of at Ports America's sole discretion. If sold, any monies received beyond the charges due will be returned to the owner if claimed within one year of the mailed notice.

## 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. 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:

- A. When the consignee or owner of Cargo is prevented from removing its Cargo 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

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demurrage, first period demurrage charges shall be assessed against such Cargo. Cargo which is on second period demurrage (or any succeeding demurrage period) at the commencement of such immobilizing factor shall revert to such demurrage period at the conclusion of the event giving rise to the immobilization.

**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 in Ports America's discretion. These specific conditions must be completely documented and recorded. The adjustment, if any, 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 \$10.12 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 schedule in effect. Demurrage will commence on the next business day after the expiration of free time.