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Effective Date: 01 September 2023	

Marine Terminal Schedule No. 017547

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

Effective Date: 01 September 2023

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-metric ton (MT) 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. METRIC TON – Refers to a unit of weight equal to 1,000 kg.

M. PORTS AMERICA – Refers to Ports America, Inc.

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STRAIGHT TIME RATES AND OVERTIME CHARGES

The rates provided hereinafter are for work performed during the hours from 8:00am to 12:00 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.

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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

Juneteenth

Independence Day

Labor Day

Columbus Day

Election Day

Veterans' Day

Thanksgiving Day

Christmas Eve

Christmas Day

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LIMITATION OF LIABILITY

LIMITATION OF LIABILITY. Liability for loss or damage to Cargo resulting from Ports America's 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.

The customer shall incorporate in any bills of lading evidencing transportation agreements entered into for the transportation of Cargo for which Ports America's services under this Schedule are employed, a provision extending to Ports America and each of its subcontractors, the benefits and limitations of liability of the customer under any such agreements, which shall include without limitation the provisions of the U. S. Carriage of Goods by Sea Act ("COGSA"), incorporated and extended to apply throughout the time during which Ports America performs services under this Schedule. Any waiver by the customer of such limitation of liability provisions shall not be effective against Ports America. It is expressly agreed by the customer that should such bill of lading provisions not extend the application of the COGSA defenses to Ports America, the customer will indemnify Ports America for those sums that it is liable for over and above the COGSA limitation of liability defenses.

Ports America shall have no obligation to monitor the use of any overnight parking facilities at the Terminal. The customer and its employees' use of any overnight parking facilities shall be at the sole risk of the customer and its employees. Unless caused by the gross negligence or willful misconduct of Ports America, Ports America shall have no responsibility or liability for any injury or damage to any person or property, including any Cargo left in or any such vehicle, truck, or trailer parked in overnight parked, by or as a result of the use of any overnight parking facilities by the customer or its employees, whether by theft, collisions, criminal activity, or otherwise, and the customer hereby assumes, for itself and its employees, all risks associated with any such occurrences in or about any overnight parking facilities.

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

Ports America is committed to providing a safe environment for employees, contractors and visitors at every facility. Our safety policies are based on the concept of Zero Harm — with absolutely no tolerance of unsafe conditions or behaviors. Personal protective equipment is mandatory. A safety vest is required to be worn at all times while on terminal. Hard hats are required to be worn around crane lifts. The motor carrier, shipper or consignee shall provide a vehicle, which is adequate and suitable of safe loading and unloading.

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4. APPLICATION OF RATES

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

Rates in this schedule apply where Ports America is requested to select Cargo by individual marks or identification such as chop marks, brands, type, size, etc. Such service thereafter rendered will apply, plus the service charge applicable under "Special Handling" under item 13. In such cases, drivers must present load-specific documentation in order for such work to be processed. The documentation must clearly and readily identify the specific Cargo to be loaded or unloaded from each delivering Carrier and include the weight measurements per unit/piece in kg/metric for the Cargo. Ports America shall have the right to deny service in situations where the correct or sufficiently clear documentation has not been presented.

5. MISPLACED EQUIPMENT/CARGO BY A MOTOR CARRIER

Clerking, checking and draying services for misplaced equipment/Cargo, including equipment to locate and correct mis-parked equipment/Cargo by a motor carrier, will cost \$161.34 per piece/unit per occurrence, plus additional storage charges commencing from the date of such misplacement though and including the date such misplaced equipment or Cargo is removed by the customer pursuant to applicable requirements or received into the terminal following proper receiving protocol (if agreeable between Ports America and the applicable steamship line).

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.

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E. We are not accepting credit applications. All charges must be paid via PayCargo.
Checks and credit card payments are not accepted.

7. RECEIPT AND DELIVERY OF BREAKBULK OR RO-RO CARGO BY USING QUICKPASS PRIORITY APPOINTMENT.

Appointments for expedited processing will be made available, subject to review and approval. There are currently up to six (6) QuickPass Priority Appointments (“QPPAs”) made available per day per location, with additional QPPAs subject to approval, and dependent on terminal volume.

Any change to an existing and approved QPPA will result in cancellation of that QPPA, and a new QPPA request (subject to an additional QPPA fee) will need to be submitted for review/approval. Failure to appear for the designated QPPA will result in the initial QPPA fee being due and an additional QPPA fee owed for a rescheduled QPPA, as applicable. The QPPA fee is \$52.51 per truck, per appointment.

QPPA requests must be submitted by 11am the business day prior to the requested service date. 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 charges indicated herein. 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 review and 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 receive a gate pass 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.

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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.

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 subject to the hourly fee for the prevailing time period, as follows: \$126.93 per straight time man hour; \$190.38 per overtime man hour; and \$246.43 per penalty meal time man hour. 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.

Quick Pass Priority Appointment; \$52.51 per truck, per appointment. This service provides priority processing. We are limited to six (6) QPPAs per day, with additional QPPA subject to approval and dependent on terminal volume.

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

After Hours Holding Request/Overnight Parking Fee; \$136.15 per vehicle (including any loaded or unloaded trucks or trailers) price, per request. Upon request and subject to approval, this service provides the option to have Cargo or a vehicle/truck/trailer placed in an after hours holding/overnight parking area one business day before paperwork processing and cargo receiving. Cargo/vehicles/trucks/trailers/delivering Carriers approved for after hours/overnight parking will be for a set approved time period. Cargo/vehicles/delivering Carriers remaining on terminal longer than the agreed upon time period will be subject to misplaced Cargo fee, as set forth in Section 5 above, plus all applicable tariff charges. If someone does not arrive with proper paperwork for processing on the next business day, the Cargo/vehicle/truck/trailer will be lifted/towed inside the Terminal or to another location deemed suitable by Ports America and a misplaced Cargo fee per piece/vehicle will be applicable to all such Cargo.

All after hours holding/overnight parking requests must be sent by 11am the business day prior to requested date of service, and are subject to Ports America approval.

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Fumigation: \$54.38 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.

U.S. Department of Agriculture/Agriculture Quarantine Inspection (“AGR/AQI”) Ordered Cleaning: Units ordered by AGR/AQI to be cleaned on Terminal are subject to a one hour assistance fee of \$126.93 per hour required per unit plus a customs exam fee of \$46.83 per SPV/Tow unit per exam -or- \$500.71 per breakbulk move.

Un-Crating:

Un-Crating service available upon request. Minimum charge of \$2,052.71 per unit. The service is for Cargo with road restrictions that need to be un-crated for transportation. Subject to prevailing disposal fees.

Tarp:

Tarping Cargo is available upon request and subject to availability. Minimum charge of \$500.20 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 \$2,052.71 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.

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

When a 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 \$126.93 per straight time man hour, \$190.38 per overtime man hour, and \$246.43 per penalty meal time man hour, the time to be computed on the basis of each fifteen (15) minute period or fraction thereof. A minimum assistance fee of \$253.86 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.

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12. HEAVY LIFTS

The handling of heavy lifts shall be limited to the capacity of Ports America equipment at that Terminal Facility.

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 loading to/from barge, rail and/or water, 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 \$126.93 per straight time man hour, \$190.38 per overtime man hour, and \$246.43 per penalty meal time man hour, said charge to be computed on the basis of each fifteen (15) minutes or fraction thereof. Terminal Trailers (also commonly referred to as "Mafis") that need to be reconsolidated and handled to access particular units will be subject to a rate of \$537.95 plus all applicable accessorial charges. 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. In situations where additional operators and/or additional equipment are required in order to handle or move Cargo which is not suitable for handling or movement by a crane, and/or for Cargo which requires two forklifts or multiple operators, such Cargo will be assessed at the rate of \$537.95 Such rate is in addition to the handling rates set forth in Section 17 hereof and all other fees and charges of this Schedule.
- C. In situations where auto/vehicle Cargo arrives at the Terminal with any personal effects, including spare tires, trash, or any other items not a fixture or part of the auto/vehicle, a personal effects disposal fee of \$38.05 per auto/vehicle will be charged.

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. If additional operators and/or equipment are required because the Cargo is not crane-worthy and/or requires the use of two (2) or more forklifts, such Cargo will be assessed at the rate of \$537.95 This rate is in addition to the handling rates set forth in Section 17 and the other terms and conditions contained in this Tariff.

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 a U.S. government agency inspection shall be charged at \$500.71 per unit. 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 \$46.83 per drivable or towable unit and \$500.71 per break bulk move. The charge is applied to move units to the exam area in order to allow the VACIS, CBP and/or AQI team, as applicable, and its respective officer to perform their inspection.
- B. Providing facility/security/clerical services during a tailgate inspection/sampling of full containers shall be charged at \$173.03 per wheeled container and \$211.25 per grounded container.
- C. Strip flatrack- \$1,927.68 plus unit preparation and discarding of debris/labor and disposal cost.
- D. Stuff flatrack units \$1,927.68 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)..... \$14.00 per 100 kg

Minimum Charge per truckload (per BL/Booking): A minimum charge of \$537.95 per truck will be charged as a minimum for every truck entering the terminal to deliver or receive loose break bulk Cargo.

Boats – Individual.....\$19.00 per 100 kg
 Boat cradle disposal.....\$654.52 per cradle
 Empty crate disposal.....\$367.66 per crate
 Trash disposal.....\$367.66 per occurrence, per BL/booking

The fee for trash disposal above includes, without limitation, disposal of shrink wrap and similar materials resulting from prepping boats for water deliveries, and/or when large amounts of trash are left at the Terminal.

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

Non-runner Forklift Assistance: EXPORT Only

Any inoperable automobile Cars/SUVs entering the terminal that requires forklift assistance in order to unload/receive will be subject to a charge of \$138.25

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.

0-5,000kg	\$14.00 per 100kg
5,001 -12,000 kg	\$ 5.00 per 100kg
12,001kg and over....	\$6.00 per 100kg

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 ON AND OFF DELIVERING CARRIER.

All rolling stock will be subject to a point of entry/exit fee:

Autos (cars, SUVs, pickup trucks) will be subject to a rate of \$35 per vehicle.

All other self-propelled vehicles (SPV) will be subject to a rate of \$70 per SPV.

Towable units will be subject to a rate of \$80 per tow unit.

Ramp will be available upon request at no additional cost.

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.

Gate Charge for Multi-Axle Trailers and Railcars:

Rail Cars, Gate Charge per delivery carrier \$136.15 per opening/closing of gate.

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 \$136.15 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***

***Other equipment and rates available upon request.**

Forklifts under 5 metric tons	\$38.05
5 tons to 15 metric tons	\$46.93
Forklifts, 15 tons to 25 metric tons	\$84.47
Stacker, 25 metric tons capacity	\$131.25
Hustler	\$97.64
Flatbeds	\$30.04
Portable Lights per unit per day	\$281.59

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	\$129.84	\$168.10	\$202.81
Lashers	\$128.50	\$165.92	\$200.66

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 daily rates and provisions for the entire duration of the Demurrage Period. For example, if cargo is in Demurrage for 20 days the 16-30 daily rate will apply for the entire 20 days.

A. Breakbulk Cargo Demurrage

Breakbulk Cargo (up to 99,999 kg):

- Days 1-15 of demurrage- \$65 per piece/per day;
- Days 16-30 of demurrage- \$130 per piece/per day.

Breakbulk Cargo Demurrage (100,000 kg and over):

- Days 1-15 of demurrage- \$100 per piece/per day;
- Days 16-30 of demurrage- \$200 per piece/per day.

B. Rolling Stock Demurrage on SPV/Tow:

- Days 1-15 of demurrage- \$25 per unit/per day
- Days 16-30 demurrage- \$50 per unit/per day.

SPV/Tow and Breakbulk Cargo remaining on terminal in excess of 30 days of Demurrage (following expiration of Free Time) will be subject to premium rates as follows:

- Small passenger vehicles, SPVs, and Tow Units = \$100 per vehicle/tow unit per day
- Breakbulk Cargo up to 99,999 kg = \$260 per piece per day
- Breakbulk Cargo 100,000 kg and over = \$400 per piece per day

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- 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.
- 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.

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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 \$92.47 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 \$30.03 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 daily rates and provisions will apply to Cargo remaining undelivered after the expiration of free time. The daily demurrage rates indicated shall apply for the entire duration of the demurrage period. For example, if cargo is in demurrage for 20 days, the 16-30 daily rate will apply for all 20 days.

A. Breakbulk Demurrage

Breakbulk Demurrage on Breakbulk Cargo up to 99,999 KG

- Days 1-15 calendar days of demurrage = \$65 per piece per day
- Days 16-30 calendar days of demurrage = \$130 per piece per day

Breakbulk Demurrage on Breakbulk Cargo 100,000 KG and over

- Days 1-15 calendar days of demurrage = \$100 per piece per day
- Days 16-30 calendar days of demurrage = \$200 per piece per day

B. Rolling Stock Demurrage

Rolling Stock Demurrage on SPV/Tow Units

- Days 1-15 calendar days of demurrage = \$25 per unit per day
- Days 16-30 calendar days of demurrage = \$50 per unit per day

SPV/Tow and Breakbulk Cargo remaining on terminal in excess of 30 days of Demurrage (following expiration of Free Time) will be subject to premium rates as follows:

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Small passenger vehicles, SPVs, and Tow Units = \$100 per vehicle/tow unit per day
Breakbulk Cargo up to 99,999 kg = \$260 per piece per day
Breakbulk Cargo 100,000 kg and over = \$400 per piece per day

5. 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.

6. 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 Terminal in excess of 30 days of Demurrage (following expiration of Free Time) will be subject to premium rates as follows:
Small passenger vehicles, SPV, & Tow Units = \$100 per vehicle/Tow Unit per day
Breakbulk Cargo up to 99,999 kg = \$260 per piece per day
Breakbulk Cargo 100,000 kg and over = \$400 per piece per day

In addition, 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.

7. 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.

8. 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.

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9. 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 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 \$11.46 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.