

## Marine Terminal Schedule No. 011408

### NAMING RULES, REGULATIONS AND COMMODITY RATES ON CARGO MOVING IN CONTAINERS/BREAKBULK

**Effective Date: October 1, 2017**

This schedule is issued by the New York Terminal Conference, together with the participating terminal operators set forth below, individually and collectively hereafter referred to as "NYTC" under authority of the Federal Maritime Commission Agreement No.008005-009 and supersedes all previously issued schedules.

The schedule shall be applicable at any terminal facility within the Port of Greater New York and New Jersey and vicinity in which Participating Members of the New York Terminal Conference operates.

#### PARTICIPATING TERMINAL OPERATORS:

Red Hook Container Terminal, LLC.....(RHCT) 138 Marsh Street Port Newark, N.J. 07114	Port Newark Container Terminal.....(PNCT) 241 Calcutta Street Port Newark, N.J. 07114
GCT Bayonne LP.....(GCT B) 302 Port Jersey Blvd. Jersey City, N.J. 07305	APM Terminals Elizabeth, LLC.....(APMTE) 5080 McLester Street Port Elizabeth, N.J. 07207
GCT New York LP.....(GCT NY) 300 Western Avenue Staten Island, N.Y. 10303	

#### SYSTEM USED AND TELEPHONE NUMBERS:

<u>Terminals</u>	<u>Operator</u>	<u>Phone</u>	<u>Type System</u>
Brooklyn: Red Hook Container Terminal	(RHCT)	718-875-0777	Combination
Port Newark: Berths 2, 4, 6	(RHCT)	973-522-0999	Combination
Berths 51, 53, 55, 57, 59, 61	(PNCT)	973-522-2200	Combination
Port Elizabeth: Berths 88, 90, 92, 94, 96, 98	(APMTE)	908-558-6000	Combination
Jersey City: GCT Bayonne LP	(GCT B)	201-451-5200	Combination
Staten Island: GCT New York LP	(GCT NY)	718-568-1801	Combination

PUBLISHED BY:  
New York Terminal Conference  
c/o J. Michael Cavanaugh or S. Eric Lee, as Agents  
Holland & Knight LLP  
800 17th Street NW  
Suite 1100  
Washington, D.C. 20006  
Phone: 202.955.3000  
Fax: 202.955.5564

## TABLE OF CONTENTS

	<u>Page #</u>
<b>• SECTION I – RULES AND REGULATIONS</b>	
• <u>NYTC Operations</u> .....	1,2
• <u>Table of Contents</u> .....	3
• <u>Definitions</u> .....	4,5,6
• <u>Holidays</u> .....	7
• <u>Liability</u> .....	8
• <u>Delinquent Invoice</u> .....	8
 <b>• SECTION II – TRUCK, RAIL &amp; LIGHTER LOADING &amp; UNLOADING</b>	
• <u>Application of Truck Loading/Unloading Rates</u> .....	9-10
• <u>Collection of charges for Services Rendered</u> .....	10,11,12
• <u>Heavy Lifts</u> .....	12
• <u>Special Handling</u> .....	12
• <u>Settlement of Disputes</u> .....	13,14
• <u>Terminal Services Rates</u> .....	14,15,16,17,18
• <u>Rolling Stock Including POV's and Commercial Vehicles</u> .....	19
• <u>Schedule of Equipment, Carpentry and Lashing Rates</u> .....	20, 21
• <u>Railcar Loading/Unloading</u> .....	22,23
• <u>Lighter Loading/Unloading</u> .....	24
• <u>Reefer/Temperature Controlled Units</u> .....	24
 <b>• SECTION III – EXPORT DEMURRAGE</b>	
• <u>Free Time and Demurrage on Export Cargo</u> .....	25-28
 <b>• SECTION IV – IMPORT DEMURRAGE</b>	
• <u>Free Time and Demurrage on Import Cargo</u> .....	29-33
 <b>• SECTION V – DEMURRAGE EMPTY CONTAINERS, CHASSIS &amp; GENSETS</b>	
• <u>Free Time and Demurrage on Empty Containers, Chassis and Gensets</u> .....	34-37
 <b>• SECTION VI – MISCELLANEOUS RATES</b>	
• <u>Supply water to vessels, Dockage, Miscellaneous Rates</u> .....	38-41
 <b>• SECTION VII – TERMINAL THROUGHPUT RATES</b>	
• <u>Terminal Throughput Rates</u> .....	42
 <b>• SECTION VIII –VESSEL OPERATION AND CARGO HANDLING AGREEMENT...43-50</b>	

**SECTION I****RULES AND REGULATIONS**  
**SYMBOLS AND DEFINITIONS****DEFINITIONS:**

1. **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 in transit as a unit, and must meet ISO standards.
2. **HEAVY LIFT** – Refers only to single packages weighing 10,001 lbs. or more; provided, however, that individual airplanes, boats, containers and metals shall not be deemed heavy lifts.
3. **INTACT CONTAINER** – A reusable non-disposable shipping container for intact movement requiring no stripping or stuffing of contents by the NYTC.
4. **OPEN FLAT BED 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.
5. **OTHER TRUCK** – Refers to closed top or rack-open top truck (unless racks are removed by driver, prior to receiving service).
6. **PACKAGE** – Shall also include pieces, unpackaged customary freight units and all articles of any description except goods shipped in bulk.
7. **PIER CONTAINER** – A reusable, non-disposable shipping container requiring stripping or stuffing of contents by NYTC or other agreed third party.
8. **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, the 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 inches in width, 60 inches in length and 84 inches in height.
9. **TEMPERATURE CONTROLLED CARGO** – Refers to cargo that must be maintained at a specific temperature or range of temperatures.
10. **TERMINAL FACILITY** – One or more structures comprising a terminal unit and including, but not limited to, wharves, warehouses, covered and/or open storage space, cold storage plants, grain elevators, and/or bulk cargo loading and/or unloading structures, landings, and receiving

<b>New York Terminal Conference</b>	<b>Page 5 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers. Terminal Operator refers to NYTC.

- 11. THE PORT OF GREATER NEW YORK AND NEW JERSEY AND VICINITY** – 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.
- 12. TON** – Refers to a net ton of 2,000 pounds.
- 13. TROUBLE TICKET**– Refers to a extra step in the Trucker transaction process generated as a result of a paperwork or documentation problem discovered, a problem that could have been avoided if the trucker had pre-checked the shipment.

<b>New York Terminal Conference</b>	<b>Page 6 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

**RULES AND REGULATIONS**  
**STRAIGHT TIME RATES AND OVERTIME CHARGES**

The rates provided hereinafter are for work performed during the hours from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m., Monday to Friday, inclusive. All ILA holidays specified in the collective bargaining agreement are in effect in the Port of New York governing the employment of longshore labor being excepted.

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

**RULES AND REGULATIONS**

**I.L.A. HOLIDAYS**

**The following are the I.L.A. Holidays for the period 10/1/2017– 09/30/2018:**

<b><u>Holiday</u></b>	<b><u>Date Holiday Observed</u></b>
1. Columbus Day	Monday, October 9, 2017
2. Election Day	Tuesday, November 7, 2017
3. Veterans Day	Saturday, November 11, 2017
4. Thanksgiving Day	Thursday, November 23, 2017
5. Christmas Eve	Sunday, December 24, 2017
6. Christmas Day	Monday, December 25, 2017
7. New Year's Eve	Sunday, December 31, 2017
8. New Year's Day	Monday, January 1, 2018
9. Martin Luther King Day	Monday, January 15, 2018
10. Lincoln's Birthday	Monday, February 12, 2018
11. President's Day	Monday, February 19, 2018
12. Gleason's Birthday	Saturday, March 17, 2018
13. Good Friday	Friday, March 30, 2018
14. Memorial Day	Monday, May 28, 2018
15. Independence Day	Wednesday, July 4, 2018
16. Labor Day	Monday, September 3, 2018

<b>New York Terminal Conference</b>	<b>Page 8 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

**RULES AND REGULATIONS**  
**LIABILITY**

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

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

NYTC 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 NYTC 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 NYTC has agreed to accept such increased limits prior to NYTC taking custody of, or assuming responsibility for the cargo, or other arrangements are made in writing with NYTC prior to its taking custody of or assuming responsibility for the cargo.

**RULES AND REGULATIONS**  
**DELINQUENT INVOICE**

- a) Invoices as issued by NYTC for services rendered are due and payable upon presentation.
- b) Unless otherwise stated herein, any invoice for any charge or charges prescribed for which full payment is not received by NYTC within thirty (30) calendar days from the date of the invoice is delinquent and shall be placed on the delinquent list.
- c) A delinquent invoice or delinquent charge is subject to a late payment charge consisting of simple interest of 1.5 % per month.
- d) Penalty charges prescribed in other items of this Tariff are separate and distinct from the delinquent payment charge assessable under this item.



<b>New York Terminal Conference</b>	<b>Page 9 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

## **SECTION II**

### **RULES AND REGULATIONS** **TRUCK LOADING AND UNLOADING**

#### **1. DEFINITIONS**

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

#### **2. RIGHT TO LOAD AND UNLOAD TRUCK**

- A. Truck loading shall be performed solely by the agents, servants and employees of NYTC 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.
- B. Truck unloading shall be performed by NYTC only upon request of the motor carrier, its agents, servants and/or employees; provided that there is sufficient labor readily available to NYTC to perform said services 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 NYTC 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 NYTC. Equipment used for truck loading and unloading will be exclusively by NYTC; no lift trucks, pallet jacks, cranes, etc., other than those supplied by NYTC, will be permitted on the terminal facility.

#### **3. SAFETY**

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

<b>New York Terminal Conference</b>	<b>Page 10 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

#### 4. APPLICATION OF RATES

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

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

#### 5. MISPLACED EQUIPMENT/CARGO BY A MOTOR CARRIER

Provide clerking, checking and draying services including equipment to locate and correct misparked equipment/ cargo by a motor carrier.....\$191.47 per occurrence.

#### 6. COLLECTION OF CHARGES FOR SERVICES RENDERED

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

<b>New York Terminal Conference</b>	<b>Page 11 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

- 1) Any company check returned for Non-Sufficient Funds (NSF) will be assessed a fee for each occurrence of \$82.93.
- 2) Any company that has two (2) checks returned for NSF within a six-month period will be subject to cancellation of check acceptance privileges.
- 3) Cash payment will be required for companies for which check acceptance privileges have been cancelled.
- 4) NYTC may elect to establish a maximum dollar amount for any checks to be accepted. Payment in excess of this amount must be a certified check, cashier's check or wire transfer prior to release of cargo and/or providing services.

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

Appointments for service will be made available at terminals designated as appointment terminals. Scheduling of appointments should be made by 11:00 a.m. of the preceding business day with NYTC. Special equipment loading or discharging must be arranged at the time of making appointments. Appointments may be made with NYTC 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 \$51.66. A truckman will be deemed to have missed his appointment if for any reason the vehicle or the cargo is not in every aspect ready to work at the appointment time.

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

NYTC shall make provisions for servicing of non-appointment trucks that arrive at the terminal before 3:00 p.m. Non-appointment trucks will be assigned service periods. Those trucks not wishing to wait for their assigned service period may elect, not more than thirty (30) minutes after receipt of gate pass, to receive a preference slip entitling the trucker to service on the next business day. Trucks arriving at a marine terminal before 3:00 p.m. but after the capacity of said terminal has been reached, may be turned away but will be issued preference slips for service the next 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 NYTC to perform, without charge, any service not specifically provided for herein.

**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, NYTC shall make a surcharge, in addition to the applicable schedule rate, of \$140.41 per straight time man hour, \$215.37 overtime man hour, and \$286.42 penalty meal time man hour, the time to be computed on the basis of each fifteen (15) minute period or fraction thereof. Equipment is additional per schedule of equipment rates illustrated on Page 20

**12. HEAVY LIFTS**

The handling of heavy lifts shall be limited to the capacity of NYTC’s equipment at that terminal facility. The schedule rates set forth herein for other than heavy lifts are applicable to single packages weighing 10,000 lbs. or less.

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

**13. SPECIAL HANDLING**

If, after cargo has been either sorted, graded and stowed and/or assembled on the terminal awaiting delivery as per Bill of Lading, the consignee, thereafter, desires additional sorting, grading, and/or specific selection of said cargo in connection with subsequent rail car loading thereof, a written request detailing the nature of the special services desired must be submitted in advance of rail car loading to NYTC. If NYTC agrees to perform these additional services or any other services not included in this Rate Schedule, an extra charge shall be assessed of \$140.41 per straight time man hour, \$215.37 per overtime man hour, and \$286.42 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 schedule of equipment rates illustrated on Page 20

**14. DELAYS AT CONTAINER TERMINAL**

NYTC agrees to the payment of penalty charges to motor carriers who are delayed at Container Terminals in accordance with the following schedules and conditions:

- A. Free-time:
  - Containers, single move .....150 minutes
  - Containers, double move.....210 minutes

<b>New York Terminal Conference</b>	<b>Page 13 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

## Computation of Time

Computation of time will be based upon the truck's arrival at the terminal, at the first point of processing. Terminal time will terminate when the trucker exits the outbound gate of the terminal.

### B. Exclusions:

NYTC will not be responsible for delays caused by severe weather or delays resulting from the aftermath and cleanup required due to a severe weather occurrence, and/or delays caused by a disruption of power, telephone, shortage of containership line equipment, chassis or data services such as those supplied to U.S. Customs, which are beyond the control of NYTC. NYTC member MTO's will not be responsible for terminal delays resulting from a vessel's delayed arrival, not on time with their pro forma schedule. The force majeure exclusions will not include delays due to failure(s) of NYTC's member computer systems.

Motor carriers have an obligation to utilize technologies and services which are made available by NYTC to pre-check or pre-clear a shipment prior to dispatching a driver to the terminal. If a paperwork or documentation problem is discovered, a problem that could have been avoided if the trucker had pre-checked the shipment, a Trouble Ticket will be generated resulting in a Trouble Ticket administrative fee. The terminal time will start upon resolution of the Trouble Ticket.

NYTC may deny payments of detention penalties to truckers, who on a regular basis, fail to pre-check prior to the arrival at terminals, or fail to follow terminal procedures which result in delays to themselves or other truckers.

Detention payments will not be paid to motor carriers arriving at the terminal facility with a bare chassis upon which they request a container, which is already on a chassis, to be placed unless the terminal operator shall have been notified of the intended method of removal of the container from the terminal facility prior to the vessel's discharge.

Detention payments will not be paid to motor carriers requiring genset mounting/dismounting to or from a container whether the container is full or empty.

Detention payments will not be paid with respect to any transaction if the motor carrier requests clerical assistance for such transaction. This includes transactions which may require such assistance, e.g. documentation for hazardous cargo and motor vehicles.

<b>New York Terminal Conference</b>	<b>Page 14 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

Detention payments will not be paid unless submitted to the terminal operator by the motor carrier who performed the move within 30 days of the transaction. All requests for payment of detention must be individually specified on such forms and in such a manner as may be specified by the terminal operator.

If any employee, agent or representative of a Motor Carrier (or any other person with actual or implied consent of the Motor Carrier) is found to have stolen, pilfered or vandalized and chassis component(s) or other property belonging to the terminal operator, its customers or other persons present on the terminal with the consent of the terminal operator the Motor Carrier will be held fully responsible for the cost of repairing or replacing said equipment. The Motor Carrier will also forfeit its ability to submit any invoicing pertaining to trucker detention at the terminal.

C. Payment of Penalties:

When the power vehicle is delayed beyond the allowable free time, NYTC shall be charged at a rate of \$12.50 per 15 minutes. However, there shall be no penalties paid for detentions of less than twenty-nine (29) minutes. False or unsubstantiated claims for detention reimbursements filed by a motor carrier are subject to a \$62.70 processing fee per each occurrence to such motor carrier and denial of claim.

Claims shall be filed within thirty (30) calendar days from the date on which the claim arose or said claim shall be barred.

D. Settlement of Disputes

All disputes arising pursuant to this provision shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

15. PREREQUISITE FOR PALLETIZED, PREUNITIZED AND SKIDDED RATE

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

- A. Wherever rates in this schedule are based upon cargo being palletized, preunitized or skidded, said rates are applicable in the case of truck unloading only if the cargo is situated on the truck so the terminal's forklift truck blades may be directly inserted without any necessity of shifting cargo prior to such insertion. If the cargo is not so situated on the truck, triple the truck unloading rates will be charged. Cargo must be deemed suitable for safe handling.
- B. In both loading and unloading situations, N.O.S. 7.27 rates shall apply if the pallets, platforms, skids, etc. are not serviceable and safe to handle.

<b>New York Terminal Conference</b>	<b>Page 15 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

**16. U.S. GOVERNMENT AGENCY INSPECTION , OTHER INSPECTION/SAMPLING AND MISCELLANEOUS TERMINAL SERVICES**

- A. Any U.S. Government Agency whose regulations cause the Marine Terminal Operator to be required to supply specific terminal handling or segregation operations for a container/unit to be moved to an off dock CES service provider for the performance of NII, AQI and any other related container/unit inspection, will be assessed a \$134.17 per container/unit terminal handling charge.
- B. Any U.S. Government Agency requiring the Marine Terminal Operator to provide services to a container/unit for any on terminal inspection, \$527.75, inclusive of grounding/mounting. This rate does not include applicable warehouse exam charges, detention or overtime surcharge. (Detention and overtime surcharge-weekday \$94.78, weekend and holiday \$140.41) Additional reefer plug/unplug charge of \$74.09 will be applicable for all reefer containers.
- C. A charge of \$104.45 per transaction will be applicable when an over-the-road driver requires a chassis change, or container off-load from his “owned” wheels, or a non-pool terminal chassis.
- D. Security charge of \$4.11 per loaded container, loaded and /or discharged, only once on transshipped containers, will be assessed the carrier. A security charge of \$0.20 cents per ton of 2000 lbs. will be assessed the carrier on break bulk cargo loaded and/or discharged.
- E. Switching of out of gauge cargo that is received or delivered on FCL basis to/from flat bed or trucker’s owned equipment, as requested, will be performed at a rate of \$496.14 per occurrence.
- F. Hazardous Cargo Surcharge, Receiving or Delivery, \$33.67 per Container/Unit; Break bulk or LCL, Receiving or Delivery, \$33.67 per Truck.
- G. AQI requests for Sampling, Seal checks, or other Government Agency requested miscellaneous services:
  - 1. Wheeled units, minimum charge of 1 man hour per container/unit at \$140.41 per straight time man hour, \$215.37 per overtime man hour, \$286.42 per double time an hour
  - 2. Grounded units, mounting and/or grounding as requested or required at \$145.85 plus minimum charge of 1 man hour per container\unit at \$140.41 per straight time man hour, \$215.37 per overtime man hour, \$286.42 per double time man hour.
  - 3. Other containers\units, minimum charge of 1 man hour per container\unit at \$140.41 per straight time man hour, \$215.37 per overtime man hour, \$286.42 per double time man hour
- H. Resolution of a Trouble Ticket in accordance with Section II, item 14, paragraph B, Administrative Fee: \$54.32 per Trouble Ticket.

**17. RULES AND REGULATIONS**  
**SCHEDULE OF RATES FOR TRUCK LOADING AND UNLOADING**

(Rates are quoted in 100 lbs. unless otherwise noted.)

Cargo Not Otherwise Specified (NOS) is 761 with a minimum charge for every truck entering the terminal to deliver or receive loose break bulk cargo of \$153.29 per truck.

Bagged Goods – Bags must weigh at least 90 lbs. each and must be in good condition. Bags cubing over 100 cubic feet per ton (2000 lbs.) will be charged N.O.S. rate.

OFBT .....243

OTHER .....273

Baled Goods – Bales must weigh at least 90 lbs. each. All bales on any one truck must be of uniform size and in good condition. Bales cubing at over 100 cubic feet per ton (2000 lbs.) will be charged the N.O.S. rate. This item does not include rubber.

OFBT .....243

OTHER .....273

Boats – Individual.....1041

Boat masts minimum.....\$396.64 each

Boat cradle disposal minimum.....\$1740.20per cradle

Burlap – In bales, at least 750 lbs. each.

OFBT .....222

Cargo – In Barrels, Drums, Kegs (Each piece must weigh at least 175 lbs.) All pieces on any one truck must be uniform and in good condition.

OFBT .....243

OTHER .....273

Coffee – Green in bags...243

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

**DOUBLE REGULAR RATES**

Fruits and Vegetables – Fresh...398

Greenheart Lumber:

Bundled... ..... 170

Piling..... ..... 205



**Heavy Lift Charges – OFBT Only**

See Item 12. Not applicable on Airplanes, Boats, Containers and Metals. Pieces must be properly packaged and capable of being handled by forklift trucks. Rates for units designed to be lifted from the top, and or pieces insufficiently packaged to protect contents if handled by forklift, will be furnished on request.

	<u>1 – 24 pcs.</u>	<u>25 – 50 pcs.</u>	<u>Over 50 pcs.</u>
10,001 – 25,000 lbs.	273	222	152
25,001 – 60,000 lbs.	320	243	166

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

Rates for pieces of 60,000 lbs. furnished on request.

Mail – Per bag or package...\$266

**METALS**

**LOT SIZES – SEE NOTE**

	<u>Under</u> <u>100 Tons</u>	<u>100-500</u> <u>Tons</u>	<u>Over</u> <u>500 Tons</u>
Ingots, Pigs, Slabs Billets, Bars and Cigars (up to six (6) ft.), Blisters, Anodes, Cakes, Buttons, Cathodes, Sheet in Coils, Skidded Packages of Tinsplate			
OFBT.....	152	62	62
OTHER TRUCKS.....	222	222	222

Angles, Bars, Channels, Flat Plates, Rods, Sheets, Structural Steel, Tubing Pipe Rods and Wire in Coils

OFBT.....164.....99 .....99

OFBT.....164.....91 .....91

Said metal items in cases, boxes or crates

OFBT.....132.....132 .....132

Fittings, Flanges, Bundled when handled by forklift

Truck only, dumped to open truck, no other servicing or handling required...

171.....171.....171

NOTE: The term “Lot sizes” refers to quantities shipped to or from one ultimate shipper/consignee on one vessel requiring no special or additional sorting, selecting or handling.

Palletized, Preunitized and Skidded Cargo – Dimensions not to exceed 48 inches in width, 60 inches in length and 84 inches in height (subject to a minimum of ten units per truck) (Units over 10,000 lbs. will be charged heavy lift rates). (This item does not include vans, containers, pallet containers, convex boxes, pipe on skids.)...\$35.09 per unit.

Paper rolls – over 700 lbs. each (closed trucks when stowed one high on the roll)... \$32.89 per roll

	<u>Up to &amp; including 22 feet</u>	<u>Over 22 feet</u>
Pipe, Non-Metallic Bundles	OFBT....171.....	231
Loose, 4 inches & over inside diameter	OFBT....171.....	231
Loose, under 4 inches (inside diameter)	OFBT....281.....	364

Reels – Containing Wire Cable, etc. minimum weight per reel, 500 lbs., except those requiring special handling. OFBT.....171

Railroad Ties – Strapped in bundles.

OFBT .....90

Rubber – In bales

When dumped into open top trucks...119

Other trucks.....349

Tea – In chests, carton or bags, in truckload lots from one ocean Bill of Lading...234

Trucks and Autos – Knocked down and skidded in such a way to permit handling by a forklift only, shipped to one consignee on one vessel in quantities of not less than 100 units and with a maximum weight per unit of 7,500 lbs.

OFBT, per unit...\$46.66

Waste Paper – Bales, 1,500 lbs. minimum

Per bale..... 108

Wood Pulp – Bales...108

Wood Pulp – Unitized minimum of 3,300 lbs.

Per unit..... 62

18.

**RULES AND REGULATIONS**  
**ROLLING STOCK**

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

The minimum gate charge will be \$153.60 per delivering carrier. (Driver Drive Offs)

75,000 lbs. and up.....\$346.64 each unit  
50,000 lbs. up to 74,999 lbs.....\$231.39 each unit  
6,000 lbs. up to 49,999 lbs.....\$167.84 each unit

Vehicles with steel treads will only be handled by LIFT-OFF as they cannot be driven on the terminal.

(Rubber tread can be driven off)

Privately owned passenger vehicles or commercial passenger vehicles individually driven for delivery or receipt to or from a terminal facility.

Per unit.....\$114.67

19.

**RULES AND REGULATIONS SCHEDULE OF  
HOURLY EQUIPMENT RATES**

<b>SCHEDULE OF HOURLY AND PER LIFT EQUIPMENT RATES</b>	
Mobile Crane (house) per lift	\$555.63
Container Crane	\$1,324.49
Straddle Carrier	\$368.04
Top Loader (60,000 lbs.)	\$227.58
Forklifts.....10,000 lbs.	\$34.08
Forklifts.....10,001 lbs. to 15,000 lbs.	\$43.62
Forklifts.....15,001 lbs. to 25,000 lbs.	\$74.53
Stacker.....35,000 lbs. capacity	\$116.04
Hustler	\$86.16
Flatbeds	\$26.09
Empty Handler	\$246.97
Portable Lights per unit per day	\$238.45
Transtainer (RTG)	\$694.03
*Mafi, lowboy or trailer rental, per diem	\$36.29

The above hourly and per lift equipment rates are subject to a 10% fuel surcharge.

20.

**RULES AND REGULATIONS SCHEDULE  
OF LASHING LABOR RATES**

	<b>S/T</b>	<b>O/T</b>	<b>D/T</b>
Lashing Foreman	\$142.42	\$185.00	\$222.16
Lashers	\$140.84	\$182.46	\$219.66

**21. RULES AND REGULATIONS SCHEDULE OF LASHING MATERIAL RATES**

Turnbuckles	\$34.70 each
Ratchet Belts	\$66.23 each
Wire 3/4"	\$1.42 per foot
Clips 3/4"	\$2.59 each
Wire 5/8"	\$0.94 per foot
Clips 5/8"	\$2.00 each
Shackles	\$16.23 each
Lashing Sticks	\$0.86 each
Wood Sticks	\$0.92 each
Rubber Corners	\$11.28 each
Sisal Rope 1/2"	\$ 3.36 Lb.
Polyethylene	\$149.54 Roll
Speedy Dry	\$12.45 Bag

**22. RULES AND REGULATIONS SCHEDULE OF CARPENTER LABOR RATES**

	<b>S/T</b>	<b>O/T</b>	<b>D/H</b>
Carpenter Foreman	\$142.42	\$185.00	\$222.16
Carpenter	\$140.84	\$182.46	\$219.66

**23. RULES AND REGULATIONS SCHEDULE OF CARPENTRY MATERIAL RATES**

2X4X8	\$ 5.08 Per piece
4X4X8	\$16.24 Per piece
4X6X8	\$20.83 Per piece
6X8X8	\$35.70 Per piece
1/2" Plywood 4X8	\$36.30 Sheet
Nails	\$1.17 Lb.
620 Polyethylene	\$149.03 Roll
Sawdust	\$6.71 Bag
1- 1/2 Strapping	\$0.65 Ft.
1 - 1/2 Strapping Seals	\$0.43 Seal
1 - 1/4 Strapping	\$0.47 Ft.
1- 1/4 Strapping Seals	\$0.33 Seal
2" Strapping	\$0.74 Ft.
2" Strapping Seals	\$0.49 Seal
1/2 " Sisal rope	\$3.35 Lb.
Auto Chocks (4/Unit)	\$32.51 Unit
Duct Tape	\$9.98 Roll
Cartons	\$11.60 Each
Speedy Dry	\$12.46 Bag

<b>New York Terminal Conference</b>	<b>Page 22 of 50</b>
	<b>Revised Date August 11, 2017</b>

24. **RULES AND REGULATIONS RAILROAD CAR  
LOADING AND UNLOADING**

1. DEFINITIONS

- A. Railroad Car Unloading – Consists of removing cargo from a railcar and placing same on the terminal.
- B. Railroad Car Loading – Consists of removing cargo from the terminal and placing same in or on a rail car.

2. RATES

A. Box Car/Flat Car or Gondola:

- 1) Cargo measuring up to and including 100 Cu. Ft. per ton..\$74.95 per ton.
- 2) Cargo measuring in excess of 100 Cu. Ft. per ton....\$93.59 per ton.
- 3) Palletized, preunitized and skidded cargo \$42.53 per ton.
- 4) Wood pulp, bales - \$20.20 per ton.
- 5) Palletized fiberboard (minimum 250 units on one Bill of Lading, four carloads at one time) \$34.65 per ton.
- 6) Steel Coils from or to rail cars, including removal of rail car tops, \$0.89 per 100 lbs., minimum 270 tons.
- 7) Open cars \$31.29 per ton (for pieces up to 12,000 lbs.)
- 8) Charges for heavy lift (pieces over 12,000 lbs.) discharging/loading will be charged at rates mutually agreed upon between NYTC and steamship company or other party requesting such service.

Charges for the loading and unloading of railcars will be assessed the rail carrier or the party ordering the service performed in cases where the railroad is not responsible.

All charges rendered by NYTC for which credit is granted shall be due and payable within seven (7) working days from the date of billing.

<b>New York Terminal Conference</b>	<b>Page 23 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

### 3. DELAYS

NYTC will be responsible only for delays, which are shown to have been caused by it, or within its control. NYTC shall not be responsible for delays caused by but not limited to: incomplete documentation, strikes, local work stoppages, weather conditions, force majeure.

### 4. SPECIAL HANDLING

If, after cargo has been sorted, graded and stowed and/or assembled on the terminal awaiting delivery as per Bill of Lading, the consignee, thereafter, desires additional sorting, grading, and/or specific selection of said cargo in connection with the subsequent rail car loading thereof, a written request detailing the nature of the special services desired must be submitted in advance of rail car loading to NYTC. If NYTC agrees to perform these additional services, an extra charge shall be assessed of \$140.41 per straight time man hour, \$215.37 per overtime man hour, and \$286.42 per penalty meal time man hour, said charge to be computed on the basis of each fifteen (15) minutes or fraction thereof. Additional charge per schedule of equipment rates illustrated on Page 20 per hour or any fraction thereof shall be made for the use of each piece of cargo handling equipment used in connection with special services.

New York Terminal Conference	Page 24 of 50
	Revised Date August 11, 2017

25.

**RULES AND REGULATIONS**  
**LIGHTER LOADING AND UNLOADING**

1. DEFINITIONS

- A. Lighter Loading – Consists of removing cargo from the terminal facility and placing it on the lighter, covered barge, deck scow, etc., excluding containers
- B. Lighter Unloading – Consists of removing cargo from the lighter, covered barge, deck scow, etc., and placing same on the terminal facility excluding containers.

2. RATES

- A. Loading, Unloading - \$59.75 per ton excluding equipment.
- B. Loading, Unloading, Palletized cargo \$39.17 per ton excluding equipment.
- C. The rates specified in A. and B. above to pieces weighing up to 12,000 lbs. Charges for heavy lifts over 12,000 lbs. will be charged at rates mutually agreed upon between NYTC and the steamship company or other parties requesting such service.

3. RESPONSIBILITY FOR CHARGES

Charges for lighter loading and unloading shall be assessed against the operator of the lighter and/or against the party requesting such service to be performed.

4. LIGHTER DETENTION

NYTC will be responsible only for such unusual delays to lighters as are shown to have been caused by it or to have been within its control.

26.

**RULES AND REGULATIONS**  
**REEFER CONTAINERS, TEMPERATURE CONTROLLED UNITS**

Specific Information regarding all Reefer Containers and Temperature Controlled Units must be transmitted to the NYTC from the Carrier via EDI.



<b>New York Terminal Conference</b>	<b>Page 25 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

## **SECTION III**

### **RULES AND REGULATIONS**

#### **FREE TIME AND DEMURRAGE ON EXPORT CARGO**

##### **1. DEFINITIONS**

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

##### **2. FREE TIME PERIOD**

Free time on export cargo/containers shall not be more than five (5) days (exclusive of Saturdays, Sundays and ILA holidays) except:

##### **3. COMPUTATION OF FREE TIME PERIOD**

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

##### **4. SCALE OF DEMURRAGE CHARGES**

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

###### **A. BREAKBULK CARGO**

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

7 cents per 100 lbs. or 6 cent(s) per cubic foot, whichever is greater, per day, or fraction thereof, for the first five (5) calendar days after the expiration of free time...Minimum charge \$32.62

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

9 cents per 100 lbs. or 7 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days. Minimum charge \$51.81

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

13 cents per 100 lbs. or 8 cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day...Minimum charge \$71.35 per day.

**B. CONTAINERS, MERCHANT HAULAGE OR INTERMODAL/CARRIER CONTROLLED:**

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

1 - 4 Days	\$155.00 per calendar day
5 - 9 Days	\$205.00 per calendar day
10 days and above	\$365.00 per calendar day
2. Temperature controlled Containers/Units of all dimensions after expiration of free time:
 

1 - 3 Days	\$380.00 per calendar day
4 days and above	\$541.00 per calendar day
3. Special Equipment, Platforms, Flatracks, etc., of all dimensions after expiration of free time:
 

1 - 3 Days	\$320.00 per calendar day
4 days and above	\$495.00 per calendar day
4. Tank Containers/units of all dimensions after expiration of free time:
 

1 - 3 Days	\$231.00 per calendar day
4 days and above	\$385.00 per calendar day

An additional charge of \$56.38 per container calendar day after expiration of electricity free time for electricity usage.

- 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.
- E. In the case of a vessel cancellation, cargo on free time, or if a vessel has been designated, cargo on consolidation time, on the announced date of sailing shall be subject to first period 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 unless the export shipper on or before that date has another vessel designated for loading, removes the cargo from the terminal, or elects storage if same is provided.
- G. If the export shipper takes none of the action mentioned in Paragraph F. of this item, demurrage charges in successive periods shall be assessed against the export shipper after the vessel's liability for demurrage has expired. Such demurrage shall likewise terminate upon the export shipper's action as aforesaid. For cargo on demurrage on the cancelled date of sailing, demurrage shall continue for the account of the export shipper until such time as he takes one of said actions. In the event the export shipper has another vessel designated, the provisions of B.1. above shall apply, with the free time for the other vessel commencing on the date that the export shipper has this other vessel designated.

<b>New York Terminal Conference</b>	<b>Page 27 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

- 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 factors beyond NYTC's control, such as, but not limited to, longshoremen's strike, trucking strikes, chassis shortages, rail car shortages or other rail provider caused delays, merchandise which remain at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this section. NYTC may, at its sole discretion, extend the free time allowed beyond the last free day with respect to any merchandise.
- 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 E. and I. of this section.
- K. Upon request for early receiving of export cargo, more than 7 calendar days prior to vessel ETA, and at the discretion of the NYTC Marine Terminal Operator, cargo may be received early and assessed an Early Receiving Surcharge of \$156.13 per Load in addition to the normal gate charge. Free Time periods and Demurrage Terms apply from the date of receipt.
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 charges set forth above, with no free-time allowance. Said charges shall be assessed from the day the cargo was received at the terminal facility to the day of its removal there from. Redelivery gate charge is \$391.89 plus applicable grounding and mounting of \$146.07 each way.
- B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by NYTC as a consequence thereof.
7. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES
- A. Except as otherwise provided, demurrage and other charges specified herein, shall be for the account of the cargo.

<b>New York Terminal Conference</b>	<b>Page 28 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

- B. Demurrage and other charges shall be due and payable when service is provided.
- C. NYTC has the right to require payment in full of any and all such charges before such cargo leaves the terminal facility.

**8. CARGO RECEIVED PRIOR TO EFFECTIVE DATE OF SCHEDULE**

All cargo for export which has been received prior, but still remains at a terminal facility on October 1, 2015, shall be deemed to have been received, as noted in the NYTC equipment inventory computer systems, for the purpose of applying this schedule as of said date and free time shall be allowed accordingly.

**9. EXPORT ON TERMINAL**

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 NYTC and at the risk and expense of the cargo.

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

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

<b>New York Terminal Conference</b>	<b>Page 29 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

## **SECTION IV**

### **RULES AND REGULATIONS** **FREE TIME AND DEMURRAGE ON IMPORT CARGO**

#### **1. DEFINITIONS**

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

#### **2. FREE TIME PERIOD**

##### **A. Breakbulk Cargo:**

Four (4) 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, except that; green coffee beans in bags and cocoa beans in bags will be allowed eight (8) calendar days and no free time will be allowed on cargo which is of a special nature as to require earlier removal because of local ordinances or other governmental regulations or because piers are not equipped to care for such property for such period, such as, but not restricted to:

- 1) Cargo in bulk
- 2) Oils and/or liquids in bulk, in ship's tanks
- 3) Animals and birds, live
- 4) Bullion and treasure
- 5) Dangerous and hazardous cargo
- 6) Jewelry, precious stones, etc.
- 7) Refrigerated cargo

##### **B. Containerized Cargo:**

- 1) For any service contract or other free time extension of ten (10) or more days, including the Multiple Container Rule, demurrage will accrue from the expiration of free time at the final tier rate. If the containership line's tariff provisions are not acceptable or do not provide appropriate coverage, then the following schedules will apply. Any extended periods of free time granted by a containership line's tariffs or service contracts will be at the responsibility and liability of the containership line and/or the cargo.

<b>New York Terminal Conference</b>	<b>Page 30 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

- 2) General cargo containers and tank containers:  
Four days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of containers discharged from vessels in the Port of New York.
- 3) Refrigerated Containers\Units, Temperature Controlled Containers\Units  
Two days free time and electricity to power, exclusive of Saturdays, Sundays and ILA holidays, will be allowed for the removal of containers discharged from vessels in the Port of New York.
- 4) Flatracks, Platforms, Open Top Containers/units  
Two days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of Flatracks, Platforms, Open Top Containers/units discharged from vessels in the Port of New York

C. Containers of green coffee beans in bags and cocoa beans in bags will be allowed eight (8) days free time exclusive of Saturdays, Sundays and ILA holidays.

### 3. COMPUTATION OF FREE TIME PERIOD

Free time on import cargo/containers shall commence at gate opening on the first business day following system update of first point of rest on terminal and will expire on the last day of free time (Saturdays, Sundays and ILA holidays excluded). Cargo/containers updated in the system to first point of rest on terminal after gate opening on a normal business day shall begin free time the following business day and will expire on the last day of free time (Saturdays, Sundays and ILA Holidays excluded).

### 4. SCALE OF DEMURRAGE CHARGES

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

#### A. Breakbulk Cargo:

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

7 cents per 100 lbs. or 6 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the first five (5) calendar days after the expiration of free time...Minimum charge \$32.62

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

9 cents per 100 lbs. or 7 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days...Minimum charge \$51.81

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

13 cents per 100 lbs. or 8 cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day...Minimum charge \$71.35<sub>2</sub>

B. Containers, Merchant Haulage or Intermodal/Carrier Controlled:

1. General cargo Containers/Units of all dimensions after the expiration of free time:

1 - 4 Days	\$155.00 per calendar day
5- 9 Days	\$205.00 per calendar day
10 days and above	\$365.00 per calendar day
  
2. Temperature controlled Containers/Units of all dimensions after expiration of free time:

1 - 3 Days	\$380.00 per calendar day
4 days and above	\$541.00 per calendar day
  
3. Special Equipment, Platforms, Flatracks, Open Top containers/units of all dimensions after expiration of free time:

1 - 3 Days	\$320.00 per calendar day
4 days and above	\$495.00 per calendar day
  
4. Tank Containers/units of all dimensions after expiration of free time:

1- 3 Days	\$231.00 per calendar day
4 days and above	\$385.00 per calendar day

An additional charge of \$56.38 per calendar day after expiration of electricity free time for electricity usage.

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 NYTC and at the risk and expense of the cargo.

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

Notwithstanding the foregoing if NYTC, in its sole discretion, shall determine that any cargo remaining on the terminal beyond the expiration of free time is (i) subject to spoilage and/or (ii) subject to rapid devaluation due to the passage of time, then in either of such events such cargo may, at the sole option of NYTC, be considered abandoned as of the expiration of free time and may be sold at any time thereafter by NYTC without notice to the owner of record. Nothing contained in this paragraph shall require NYTC to investigate the nature of cargo remaining on its terminal beyond free time, to take any special actions to preserve such

cargo or to take any of the actions contemplated in this paragraph. Nothing in this paragraph shall accord to the owner of record of any other person any right or claim against NYTC for taking any actions permitted in this paragraph, for not taking any such actions or for delaying in the taking of any such actions.

6. **TRANSFER OF OWNERSHIP OF CARGO**

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

7. **RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES**

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

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

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

8. **EXTENSIONS OF FREE TIME**

When a carrier or consignee is prevented from removing merchandise from the terminal for any reason, including container unavailability due to row closures in the ordinary course of business or factors beyond NYTC's control, such as, but not limited to, longshoremen's strikes, trucking strikes, chassis shortages, rail car shortages or other rail provider caused delays, merchandise which remain at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this section. NYTC may, at its sole discretion, extend the free time allowed beyond the last free day with respect to any merchandise.

9. **MULTIPLE CONTAINER RULE**

Applicable only on dry containers provided all such containers are on one Bill of Lading, from one Shipper to one Consignee, one port of loading to one port of discharge, on once vessel and at least fifteen (15) containers are removed from the terminal within the free time period as defined in Section IV, Rule 2, Paragraph B, 2 "General Cargo Containers and Tank Containers." The first fifteen (15) containers available must be removed within aforementioned free-time terms. Free-time terms for more than 15 containers are:

	<u>Free Time</u>
16 to 20 containers inclusive	5 days
21 to 25 containers inclusive	6 days
26 to 30 containers inclusive	7 days
31 and above containers inclusive	8 days



<b>New York Terminal Conference</b>	<b>Page 33 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

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

Free time request under the Multiple Container Rule received after 8 a.m. the morning before the start of a vessel (in the case of holidays and weekends, the last work day before) will not qualify for the Multiple Container Rule.

#### 10. TRANSSHIPMENT CARGO

Transshipment cargo must be reported to the terminal before the arrival of each vessel. If no application is made at that time, demurrage accrued after normal free time will be for the account of the cargo/carrier.

<b>New York Terminal Conference</b>	<b>Page 34 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

## **SECTION V**

### **RULES AND REGULATIONS**

#### **FREE TIME AND DEMURRAGE ON EMPTY CONTAINERS/CHASSIS AND GENSETS**

##### **1. PURPOSE**

The purpose of this part is:

- A. To define and set schedule rates and rules applicable to circumstances resulting from the cessation of transportation services by a user of NYTC's facility. Cessation may occur for any reason, including, but not limited to bankruptcy, discontinuance of service, acts of God, acts of Government, force majeure.
- B. To insure NYTC receives a fair charge for the use of its facilities, labor and equipment, when containers, chassis or gensets are not being used for commerce.

##### **2. DEFINITIONS**

- A. A container is defined as a cargo carrying unit usually measuring from 20 feet to 45 feet in length by 8 feet in width and 8 or more feet in height or a platform 20 feet to 45 feet in length by 8 feet in width, designed for the purpose of direct transfer of the unit and its contents to and from sea going vessels. The unit may also be a tank for liquids mounted on a platform, a bin or a bolster used for similar purpose.
- B. A chassis is a vehicle designed and built to carry containers or platforms with facility for tractor coupling for transport.
- C. Free time is the specified period a container or chassis may occupy space assigned to it on a terminal free of charge.
- D. Demurrage is a charge assessed against a container and or chassis after the expiration of free time.
- E. Terminal facility user is any person or entity, including but not limited to, vessel operator, vessel owner, container owner, container lessor or lessee utilizing a terminal facility and terminal services.
- F. Genset is an abbreviation of generator set which normally is equipped with a generator (alternator) and a driven diesel engine assembled in one package which generates an AC power supply to a temperature controlled container in a place where 3 phase AC power is not available.

<b>New York Terminal Conference</b>	<b>Page 35 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

**3. COMPUTATION AND NOTICE OF FREE TIME ON EMPTY, CONTAINERS, CHASSIS AND GENSETS:**

Four days free time exclusive of Saturdays, Sundays and ILA holidays will be allowed for the removal of containers discharged from vessels in the Port of New York. Free time on empty Containers/Units/Chassis and gensets shall commence at gate opening on the first business day following system update of first point of rest on terminal and will expire on the last day of free time (Saturdays, Sundays and ILA holidays excluded). Containers/units, chassis or gensets updated in the system to first point of rest on terminal after gate opening on a normal business day shall begin free time the following business day and will expire on the last day of free time (Saturdays, Sundays and ILA Holidays excluded).

**4. SCALE OF DEMURRAGE CHARGES**

The following scale of demurrage rates and provisions will apply to containers, chassis and gensets remaining undelivered after the expiration of free time:

- A. Empty containers of which no dimension exceeds 20 feet, or chassis for 20 foot containers, a charge of \$68.68 each per day for the first (30) thirty calendar days after the expiration of free time and \$130.29 each per calendar day per container and/or chassis thereafter.
- B. Empty containers exceeding 20 feet in length or chassis in excess of 20 feet in length, a charge of \$100.00 each per day for the first (30) thirty calendar days after the expiration of free time and \$194.90 each per calendar day per container and/or chassis thereafter.
- C. Gensets, a charge of \$50.50 each per day after the expiration of free time.
- D. Repair units, containers, chassis and gensets requiring repair. Upon issuance of an estimate for repairs, containers, chassis and gensets: 5 free time days.
  - (i) Gensets, a charge of \$50.50 each per calendar day after the expiration of free time.
  - (ii) Containers of which no dimension exceeds 20 feet, or chassis for 20 foot containers, a charge of \$68.68 each per day for the first (30) thirty calendar days after the expiration of free time and \$130.29 each per calendar day per container and/or chassis thereafter.
  - (iii) Containers exceeding 20 feet in length or chassis in excess of 20 feet in length, a charge of \$100.00 each per day for the first (30) thirty calendar days after the expiration of free time and \$194.90 each per calendar day per container and/or chassis thereafter.

<b>New York Terminal Conference</b>	<b>Page 36 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

E. Out of Service units. Upon receipt of out of service status, containers, chassis and Gensets: 5 free time days.

- (i) Gensets, a charge of \$50.50 each per calendar day after the expiration of free time.
- (ii) Containers of which no dimension exceeds 20 feet, or chassis for 20 foot containers, a charge of \$68.68 each per day for the first (30) thirty calendar days after the expiration of free time and \$130.29 each per calendar day per container and/or chassis thereafter until removal from the terminal.
- (iii) Containers exceeding 20 feet in length or chassis in excess of 20 feet in length, a charge of \$100.00 each per day for the first (30) thirty calendar days after the expiration of free time and \$194.90 each per calendar day per container and/or chassis thereafter until removal from the terminal.

#### 5. EXTENSION OF FREE TIME

When a carrier or consignee is prevented from removing merchandise from the terminal for any reason, including container unavailability due to row closures in the ordinary course of business or factors beyond NYTC's control, such as, but not limited to, longshoremen's strikes, trucking strikes, chassis shortages, rail car shortages or other rail provider caused delays, merchandise which remain at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this section. NYTC may, at its sole discretion, extend the free time allowed beyond the last free day with respect to any merchandise.

#### 6. UNDELIVERED CONTAINERS AND/OR CHASSIS

- A. Containers and/or chassis which remain at a terminal beyond the expiration of free time may be placed in public storage at any time thereafter at the option of containers and/or chassis and the terminal users.
- B. Containers and/or chassis remaining on the terminal in excess of sixty (60) days will be considered as abandoned and may be sold at public auction for collection of charges due NYTC. Ten days prior to such sale, a registered letter of notice will be sent to the terminal users or NYTC will take other reasonable steps to advise those terminal users of whose interest in the equipment he is aware. Net proceeds of such sale less expense will be held in a separate fund established by NYTC out of which NYTC shall be paid his charges. Monies received beyond the charges due NYTC will be returned to the owner if claimed within one year of the mailed notice.

#### 7. TRANSFER OF OWNERSHIP OF CONTAINERS AND/OR CHASSIS

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

**8. DELIVERY AND MOUNTING CHARGES**

On delivery the terminal facility users shall be charged for gate services, mounting of containers on chassis or flat bed trucks and segregating containers from stack as applicable.

**9. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES**

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

**10. SCHEDULE OF RATES AND CHARGES**

- A. Gate Charge..... \$75.07 per unit
- B. Mounting or Grounding Containers... \$146.07 per unit
- C. Segregating of containers...
  - \$140.41 per straight labor hour
  - \$215.37 per overtime labor hour
  - \$286.42 per mealtime labor hour
  - Machine hour rate per schedule Page 20

**11. CONTAINERS AND/OR CHASSIS RECEIVED AT A TERMINAL PRIOR TO THE EFFECTIVE DATE OF THIS SECTION V**

All containers and/or chassis which have been received prior to, but still remaining in NYTC on a terminal facility on October 1, 2015, shall be deemed to have been received, as noted in the NYTC equipment inventory computer systems, for the purpose of applying this Section V of this schedule, as of said date and free time will be allowed accordingly.

**SECTION VI**

**RULES AND REGULATIONS  
MISCELLANEOUS RATES**

1. Supply Water to Vessels (per Port Authority Marine Terminals FMC Schedule PA-10)  
Per short ton.....\$4.38

2. When NYTC labor is necessary for furnishing Water hook up and/or disconnect...\$140.41  
per man hour

Minimum Charge (per Port Authority Marine Terminals FMC Schedule PA-10).....\$1254.60

3. Stevedoring, Breakbulk Cargo:                   Extra Labor Basis  
  
\$59.64\_ 2240 lbs. or 40 cf., whichever is greater.

4. Stevedoring of Bananas in cartons: \$2.47 per carton

5. Dockage (per Port Authority Marine Terminals FMC Schedule PA-10)  
a. Vessel loading or discharging

Length of vessel in feet		Charge per foot per 24 hour Period or part thereof
Over	Not exceeding	
0	400	\$5.04
401	500	\$6.05
501	600	\$7.06
601	700	\$8.73
701	800	\$9.74
801	900	\$10.40
900 and over		\$12.10
Minimum charge		\$1210.74

b. Vessels not loading or discharging:

Length of vessel in feet		Charge per foot per 24 hour Period or part thereof
Over	Not exceeding	
0	400	\$2.03
401	500	\$2.69
501	600	\$3.02
601	700	\$3.36
701	800	\$3.70
801	900	\$4.37
900 and over		\$4.70
Minimum charge		\$672.18

6. A terminal security charge for vessels in layup berths, prior to or subsequent to loading or discharging, will be assessed the vessel \$500.00 per eight (8) hour straight-time shift or part thereof, or \$750.00 per eight (8) hour over-time shift or part thereof.
  
7. For any services provided outside of rates specifically quoted in this Rate Schedule, the following rates shall apply:
  - Straight time.....\$140.41... per man hour
  - Overtime.....\$215.37...per man hour
  - Double time.....\$286.42...per man hour
  
8. A \$27.16 fee per invoice if customer requests additional copy(s) to be forwarded after issuance of original invoice.
  
9. A \$51.06 fee per unit (container or chassis) for customer requested photograph(s).
  
10. Trucks needing mechanical assistance due to breakdown on terminal or in terminal lanes will be subject to a minimum charge of \$208.55
  
11. Export Hazardous (IMCO) cargoes arriving at the NYTC Marine Terminal Operators gate requiring additional services resulting from incorrect or incomplete documentation required by the NYTC Marine Terminal Operator for receiving such cargo on terminal is subject to a Documentation Surcharge, \$65.16 per unit.
  
12. Removal of snow from the top of Containers/Units, \$134.71 per Container/Unit.
  
13. Requests for Sampling, Seal checks, or other miscellaneous services:
  - A. Wheeled units, minimum charge of 1 man hour per container\unit at \$140.41 per straight time man hour, \$215.37 per overtime man hour, \$286.42 per double time man hour
  - B. Grounded units, mounting and/or grounding as requested or required at \$146.07 (ea) plus minimum charge of 1 man hour per container\unit at \$140.41 per straight time man hour, \$215.37 per overtime man hour, \$286.42 per double time man hour.
  - C. Other containers\units, minimum charge of 1 man hour per container\unit at \$140.41 per straight time man hour, \$215.37 per overtime man hour, \$286.42 per double time man hour.
  
14. Removal or replacement of a Hazardous placard on a container/unit, inclusive of labor and placard, \$57.31 per placard.
  
15. Miscellaneous Rates and Charges
  - A. Gate Charge..... \$75.07 per unit
  
  - B. Mounting or Grounding Containers... \$146.07 per unit
  
  - C. Segregating of containers...
    - \$140.41 per straight labor hour
    - \$215.37 per overtime labor hour
    - \$286.42 per mealtime labor hour
    - Machine hour rate per schedule Page 20

<b>New York Terminal Conference</b>	<b>Page 40 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

16. Temperature Controlled Services

- a) Occupying electrical outlet slot for refrigerated Containers/Units, heated Containers/Units or tanks, per calendar day or fractional of a calendar day. \$86.12 per day or fraction thereof.
- b) Charge for any use of outlets for pre-tripping or servicing of Containers/Reefers/Units, \$86.12 per day or fraction thereof.
- c) Daily monitoring \$66.49
- d) Plug-In or Unplug (per activity) \$74.09
- e) Genset Mount/Dismount (per activity) \$128.36
- f) Fueling Gensets (per activity, not including fuel) \$51.60
- g) Fuel for Gensets , \$5.00 per US Gallon, subject to availability.
- h) Adjusting the temperature on a reefer, when requested ...\$54.86

17. Export containers received at Expressrail Newark (PNCT), Staten Island (GCT New York), Elizabeth (MMR – APMT), and Port Jersey (Global Terminals – targeted 2016 opening), that arrive into a Conference member Marine Terminal facility prior to ten (10) calendar days of planned vessel loading will be subject to an early receipt fee of \$179.40 assessed by the MTO receiving the container.

18. Cold Treatment Reefers.....\$103.47

19. Container Weights.

- a) Shippers, through their carriers, shall provide NYTC via EDI with a verified gross mass ("VGM") that meets the standards set forth in IMO International Convention for the Safety of Life at Sea ("SOLAS") Chapter VI, Part A, Regulation 2 ("SOLAS Regulations"). NYTC is prohibited from loading any export container without a VGM onto a vessel.
- b) Containers arriving at the terminal operator's rail ramp with no prior VGM update in the terminal operator's system may be received into the terminal and charged a \$75 per container fee.
- c) If the terminal operator has not received a VGM EDI message from the bill of lading carrier prior to an export cargo laden container's arrival at terminal operator's over the road gate, then terminal operator will provide a certified VGM weight to the ocean carrier for such container. A fee of \$10.00 per transition caused by no VGM at time of arrival at the gate will be charged to the bill of lading carrier.
- d) Requests for containers to be drop-weighed, post-gate receiving, may be performed by the NYTC, in its sole discretion, at a cost of \$125.00, plus applicable mounting and grounding fees.
- e) In consideration of NYTC providing VGM compliant weighing service for carriers and shippers, or where NYTC is otherwise required or requested to weigh a container after its arrival, carrier agrees that (i) NYTC provides such weighing service for convenience of



<b>New York Terminal Conference</b>	<b>Page 41 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

carrier and shipper in accordance with IMO *Guidelines Regarding the Verified Gross Mass of a Container Carrying Cargo*, MSC 1/Circ. 1475, 9 June 2014, Paragraphs 8, 11 and 13.1, (ii) the weight obtained on a terminal operator's equipment may be subject to variance, and NYTC makes no express or implied representation or warranty as to the accuracy of any weight provided, (iii) in obtaining and transmitting such container weight, NYTC is hereby authorized by and acts as the agent for shipper, and not for NYTC's own account, (iv) neither carrier nor shipper will assert any claim against NYTC for any liability, compensation, damages, contribution, indemnification or defense with respect to any delay or inaccuracy of weight or information provided, (v) carrier's giving of a loading instruction or loading of such container for which NYTC has provided weight information is deemed to be confirmation by carrier to NYTC that carrier has received the container VGM in compliance with SOLAS VGM requirements, and (vi) carrier and shipper each will defend, indemnify and hold harmless NYTC, its officers, directors, employees, agents, contractors, advisors, members, and affiliates with respect to any claim against or liability of NYTC by or to any third party, including any carrier, subcontractor, shipper, or cargo interest, with respect to any suits, causes of action, arbitral demands or claims, judgments, assessments, damages, awards, costs of defense, fines or penalties of any nature imposed or arising directly or indirectly in connection with the weight provided or service rendered, NYTC's weighing service, any delay or NYTC's refusal to load any container lacking a VGM document.

20. Destination Changes/Routings – Administration Charge

- a. This rule applies to destination changes or routings (e.g., rail to truck, truck to rail, etc.) requiring administrative work to accomplish proper handling. Each change or routing will be assessed one-half (1/2) hour of the prevailing miscellaneous labor rate (Section VI, Item 7)

<b>New York Terminal Conference</b>	<b>Page 42 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

## SECTION VII

### **RULES AND REGULATIONS TERMINAL THROUGHPUT RATES**

Terminal Throughput Rate, includes terminal operations and vessel discharge/loading operation, charged per move for an ISO in-gauge Container/Unit (20'/40'/40'HC/45' in length), cargo laden or empty, discharged off a vessel into the container yard and subsequently delivered out the gate to shipper/consignee's authorized personnel, or per move for an ISO in-gauge Container/Unit, loaded or empty, received through the gate from shipper/consignee's authorized personnel into the container yard and loaded onto a vessel during straight time operations. Overtime and Mealhour surcharges apply. The Terminal Throughput Rate includes vessel and terminal operations, detentions (except Standby for Vessel) and non-productive work time (unused ILA guarantee). All other charges are to be invoiced separately. Throughput Rate excludes 48' and 53' Containers/Units, Out Of Gauge Containers/units, other cargoes.

- 1) Rate for straight time work only. \$372.63 per Container/Unit
  
- 2) Overtime Surcharge:
  - a) Per Container/Unit discharged or loaded from/to vessels working during regular overtime periods \$74.96 per Container/Unit
  - b) Overtime Surcharge for 2300 hours vessel operation starts, per Container/Unit discharged or loaded from/to vessels working during 2300 hour vessel starts \$97.77 per Container/Unit
  
- 3) Doubletime/mealhour
  - a) per Container/Unit discharged or loaded from/to vessels working during doubletime/mealhour periods \$172.73 per Container/Unit
  
- 4) Shifting and Restowing of Containers/Units during vessel operations.
  - a) Direct shifting of containers on board vessel (1 move) straight time per container (1 Overtime or Doubletime surcharge applies per Container/Unit shifted during Overtime or Doubletime/mealhour periods) \$257.47 per Container/Unit shifted
  - b) Restowing containers via pier (2 moves) straight time per Container/Unit (2 Overtime or 2 Doubletime/mealhour surcharges apply per Container/Unit shifted during Overtime or Doubletime/mealhour periods) \$345.46 per Container/Unit restow
  - c) Reefer shifting/restow, unplug/plug-in Surcharge \$147.74 per Reefer Container/Unit

New York Terminal Conference	Page 43 of 50
	Revised Date August 11, 2017

## SECTION VIII

### RULES AND REGULATIONS VESSEL OPERATIONS AND CARGO HANDLING AGREEMENT (IN ABSENCE OF INDIVIDUALLY NEGOTIATED AGREEMENT)

---

#### 1. PURPOSE

The purpose of this part is:

- A. To define and set rules, terms and conditions applicable to circumstances where an NYTC participating member shall stevedore a vessel and/or receive, store and release cargo in conjunction therewith when a separate written agreement with the carrier operating the vessel does not exist, has lapsed or is otherwise not applicable for any reason, including, but not limited to bankruptcy, establishment of a new service or discontinuance of service.
- B. To avoid ambiguity as to the rights and obligations of an NYTC participating member and a carrier-vessel operator where no written agreement exists between the NYTC member and the carrier-vessel operator.

#### 2. DISCLAIMER:

Nothing contained in the following rules, terms and conditions shall in any way modify or limit any rights of the NYTC member may have to apply and exercise any maritime or other liens which may exist under law (or which are set forth elsewhere in this Marine Terminal Schedule) and/or which may be applied against any vessel, component of a vessel (including cargo containers) or cargo.

#### 3. RULES, TERMS AND CONDITIONS

This **AGREEMENT** will apply where no fully executed agreement exists between the carrier (herein "**CARRIER**"), or vessel operator (herein "**CARRIER**"), and an NYTC participating member (herein "**CONTRACTOR**") as stated above.

##### **SECTION 1: UNDERTAKINGS AND CONSIDERATIONS**

For and in consideration of the covenants, undertakings and conditions herein mentioned it is mutually agreed between the parties hereto that **CONTRACTOR** will perform and **CARRIER** will pay for each service as provided for in the appropriate rate schedules and the Amendments, if any, which constitute an integral part of this contract, at **CONTRACTOR**'s terminal in the Port of New York / New Jersey (herein Terminal) for full and empty containers, and satellite facilities for empty containers to be loaded on or discharged from container vessels owned, chartered, and/or operated by **CARRIER**, or operating in any vessel or space sharing agreement, upon the terms, conditions and provisions herein provided for the **CARRIER'S** Service to the Port of New York/New Jersey.

1. The regular or normal working day for both stevedoring and terminal operations shall consist of eight (8) hours from 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m., and the regular or normal working week shall consist of forty (40) hours made up of five (5) regular or normal working days from Monday through Friday, inclusive, except legal holidays as specified by the NYSA-ILA Agreement. Any other time in excess of the regular or normal working hours mentioned shall be considered overtime.

<b>New York Terminal Conference</b>	<b>Page 44 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

2. All employees or laborers employed in the performance of services under this **AGREEMENT** shall be employees of **CONTRACTOR**, or its subcontractors, at all times and not of the **CARRIER**.

3. Any slot charter arrangements made by **CARRIER** with third party carriers will necessitate a separate stevedoring and terminal agreement with the **CONTRACTOR**.

**SECTION 2: STEVEDORING AND TERMINAL SERVICES**

Details and rates contained in appropriate rate schedules most recently presented to the **CARRIER** and/or vessel operator.

**CONTRACTOR** will provide the following services for the vessels carrying **CARRIER's** containers:

1. Berthing facilities for the container vessels of the **CARRIER** in Port of New York/New Jersey.
2. Container gantry crane or cranes to handle containers and hatch covers of vessels.
3. Labor, yard hustlers and/or straddle carriers to transport containers to and from the yard and vessel.
4. Labor and supervision to perform the stevedoring operations.
5. Clerks to perform clerical functions.
6. Labor for handling of lines for docking and undocking of vessels.
7. The planning and stowage of containers in accordance with prestow instructions of **CARRIER**. Prepare and furnish to **CARRIER** appropriate container stowage plan and related documents, including container weights, refrigerated cargo, hazardous and uncontainerized cargo and exception lists, prior to vessel's departure. Refrigerated cargo and hazardous cargo lists to be provided to the vessel prior to loading such cargo.

8. After work actually begins and the men are thereafter prevented from working through no fault of the **CONTRACTOR**, the entire duration of all gang detention will be charged at the detention rate on a per gang basis.

9. In the case of work interruption caused by the breakdown of one or more cranes there will be no straight time charge to **CARRIER** during that guarantee period. Overtime differential charges, if any, during that guarantee period, are for **CARRIER's** account. In such case, **CONTRACTOR** reserves the right to discontinue operations until repairs are completed. If **CARRIER** requests standby beyond the guarantee period when the breakdown occurred, all standby costs, both straight time and overtime will be for the account of the **CARRIER**. In any event, all overtime differential charges during the breakdown period or while the vessel is working, are for **CARRIER's** account.

**SECTION 3: LANE AND YARD SERVICE**

**CONTRACTOR** will provide during straight time hours:

1. Labor, supervision, and equipment to perform yard services, and receiving and delivery of loaded and empty containers and chassis through the container lanes.
2. Labor, supervision and scale to weigh export container loads.
3. Labor and supervision to make visual inspection and record condition of containers, chassis and seals, and provide TIR data.

<b>New York Terminal Conference</b>	<b>Page 45 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

4. **CARRIER** authorizes **CONTRACTOR** to honor manifests, dock receipts, delivery orders or information submitted or electronically transmitted in mutually agreeable formats relating to cargo and containers for which **CONTRACTOR** performs service. Import containers shall be electronically freight released by the **CARRIER** or its representative to the **CONTRACTOR** for delivery. **CONTRACTOR** shall screen hazardous cargo documents to assure correctness.

5. Preparation and electronic transmission to **CARRIER** of all documentation incidental to the receipt and delivery of containers and cargo. Documentation shall include daily equipment status report, receiving and delivery records, all retrievable electronically when required by the **CARRIER**. The vessel stowage plan shall be delivered to the vessel upon completion of cargo work. Upon **CARRIER's** request, **CONTRACTOR** will cooperate with **CARRIER** to provide each with an EDI stow plan in EDifact Baplie 1.5 or 2.0 format.

6. **CARRIER** will limit its receiving of export and empty containers to the first scheduled vessel.

**SECTION 4: CONTAINER FREIGHT STATION SERVICE**

CFS Services are offered provided **SUB-CONTRACTOR** continues to provide such Services to **CONTRACTOR**. If so, **CONTRACTOR** or **CONTRACTOR's** sub-contractor will provide the following:

1. All necessary supervision, labor, small forklift trucks, pallets, normal cooping and normal watching service.
2. Transport empty and loaded units to and from sub-contractor's facility.
3. Receive and tally all cargoes and record quantity, weight, cube and exceptions.
4. Load cargo in containers according to dock receipts and unload cargo from containers and place same in CFS, ascertain seal condition and note exceptions as to quantity and condition.
5. Make all shipments available to U.S. Government Agencies as required.
6. Sign dock receipts in the name of the **CARRIER** and as agent for **CARRIER** for cargo received and to secure signatures for cargo delivered to consignees, their agents, servants, employees and carriers with appropriate notations of exceptions.
7. **CARRIER** agrees to reimburse **CONTRACTOR** for chocking, bracing, and carpentry services to secure cargo.

**SECTION 5: DEMURRAGE, FREE TIME, TRUCK LOADING**

1. Free time and demurrage for import and export full containers and loose cargo shall be governed by the regulations and rates contained in the NYTC Marine Terminal Schedule No.011408 in effect and filed with the Federal Maritime Commission. Resulting charges for demurrage shall be collected and retained by **CONTRACTOR**.

2. All revenues for services provided in connection with the loading and discharging of railroad cars, lighters, barges, scows, and motor truck carriers, and any other service provided in the NYTC Marine Terminal Schedule No. 011408 shall be collected and retained by **CONTRACTOR**.

**SECTION 6: WATCHING SERVICE**

**CONTRACTOR** will provide twenty four (24) hours per day of normal watching service, which provides for unarmed personnel.

New York Terminal Conference	Page 46 of 50
	Revised Date August 11, 2017

## **SECTION 7: OBLIGATIONS OF CARRIER**

1. Engage **CONTRACTOR**, as its contractor in the Port of New York/New Jersey area for the performance of any and all of the services enumerated herein in connection with all container stevedoring and terminal services provided for **CARRIER'S** service to the Port of New York/New Jersey.
2. Promptly remove its vessel from berth, weather permitting, upon request of **CONTRACTOR** if vessel has completed loading and/or discharging and berth is required by **CONTRACTOR**.
3. Before operations commence, provide **CONTRACTOR** with all necessary information, instructions and forms covering vessel and container, including container load plan, loading, discharging, stowage, vessel's trim, reefer temperature control, hazardous containers, condition of containers, cargo requiring special handling and marking, routing, manifests, and billing instructions to enable **CONTRACTOR** to provide efficient and economical service.
4. Submit to **CONTRACTOR** all necessary documents pertaining to the discharge and loading of vessels as soon as possible but in any case not later than three (3) full normal working days prior to arrival of vessel.
5. Also undertake to deliver export FCL containers and documentation at the Terminal not later than one (1) full normal working day and LCL cargo no later than two (2) full normal working days before arrival of vessel.
6. The **CARRIER** will provide hazardous and label cargo lists pursuant to International, Federal and Local regulations and will arrange that such cargoes be delivered to Terminal not more than forty-eight (48) hours prior to arrival of vessel. The **CARRIER** must assure that all hazardous cargo containers are properly placarded in accordance with existing IMCO International Maritime Dangerous Goods Code and/or U.S. Coast Guard regulations. The **CONTRACTOR** will verify the proper placarding in accordance with the above regulations.
7. **CARRIER** agrees to provide three (3) weight categories (light, medium, heavy), as determined by the **CARRIER**, for the receiving and handling of export loads and to stevedore vessels within these weight parameters.
8. **CARRIER** agrees to sign NYSA/ILA Labor Agreement and/or be a member of the United States Maritime Alliance (USMX) for the period covered by this **CONTRACT** and to pay the prevailing tonnage assessments and container royalties which may be due.
9. The use of NYTC facilities or services is conditioned upon satisfactory assurance of the NYTC that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use. Wire payment for all anticipated charges is required in advance unless credit has been arranged with the NYTC
10. **CARRIER** agrees to limit its receiving of empty containers at **CONTRACTOR'S** Marine Terminal to only those empties specifically booked for loading to the first scheduled vessel from date of empty container receipt. Empty containers not specifically booked for loading to **CARRIER'S** vessel may be received at **CONTRACTOR'S** designated satellite facility.
11. **CARRIER** agrees to be a signatory to the prevailing Cooperative Chassis Pool Agreement and to utilize the Co-Op Pool for all business at **CONTRACTOR'S** terminal.

<b>New York Terminal Conference</b>	<b>Page 47 of 50</b>
	<b>Revised Date</b> <b>August 11, 2017</b>

12. Wharfage, wharf demurrage, wharf storage and any other charges in this schedule which are assessed against merchandise are liens against all such merchandise deposited upon any wharf nor other premises under the jurisdiction and control of NYTC. NYTC, its agents or assignees, may hold possession of any or all such merchandise to secure payment of any or all such charges until paid.

**SECTION 8: RESPONSIBILITY FOR DAMAGE OR LOSS**

1. The **CONTRACTOR** shall be legally liable for loss of or physical damage to the vessels and their equipment and appurtenances as well as containers for individual losses in excess of \$750.00 USD and for loss of or physical damage to cargo, including loss of cargo overside, through the negligence of the **CONTRACTOR**, its employees, agents or servants. Unless otherwise specified herein or applicable by law, claims for loss or damage of any nature must be submitted in writing to **CONTRACTOR** immediately upon discovery or in any event, not later than thirty (30) calendar days from occurrence. Lack of timely notification shall serve as a cause for denial by **CONTRACTOR**. In any event, **CONTRACTOR** shall be discharged from all liability for any and all claims, demands, loss or damage of whatsoever kind, nature, or description unless suit is brought against **CONTRACTOR** within one (1) year from occurrence. This one (1) year period also includes claims for indemnity

2. Containers furnished by the **CARRIER** for loading and/or unloading will be sound, watertight, seaworthy and in compliance with all legal and statutory safety standards, so that **CONTRACTOR** may safely use small forklifts inside the containers while mounted on chassis to perform the vanning and devanning operations. All containers to be hoisted and including hatch covers must have **ISO** fittings. The **CARRIER** agrees to inspect the stowage of containers to ensure adequacy of stowage prior to the vessel's departure.

3. It is mutually agreed that the **CONTRACTOR** will not be responsible for:
- a) Claims due to spoilage to perishable goods carried in containers, unless the **CONTRACTOR** failed to render the services customarily required for such cargo, under proper information from the **CARRIER**.
  - b) Loss of or damage to containers and/or cargo where it is found that the container is damaged, has holes, sprung doors, broken seals or locking devices, unless such damages to container are caused by the **CONTRACTOR**.
  - c) Loss of or damage to cargo in containers found upon discharge not to have been properly blocked, chocked and secured.
  - d) Clerical errors or omissions in the dispatch of the cargo.

4. The **CARRIER** agrees to set forth its Bill of Lading a provision which will effectively make available to the **CONTRACTOR** all rights, protections and limitations of liability available to the **CARRIER** under the Carriage of Goods by Sea Act (COGSA) of the United States including but not limited to the \$500 package limitation. The **CARRIER's** Bill of Lading shall contain a proper "Custody Clause" (Period of Responsibility Clause) which will protect the **CARRIER/CONTRACTOR** from the time the goods are received at the port of loading until delivered at the port of discharge.

It is expressly agreed by the **CARRIER** that should such Bill of Lading provisions not extend the application of the COGSA defenses to the **CONTRACTOR**, the **CARRIER** will

<b>New York Terminal Conference</b>	<b>Page 48 of 50</b>
	<b>Revised Date August 11, 2017</b>

indemnify **CONTRACTOR** for those sums that it is liable for over and above the limitation of liability defenses.

When **CARRIER** accepts cargo on an ad valorem basis, the **CONTRACTOR** shall not be responsible for increased liability unless **CARRIER** gives written notice in advance to the **CONTRACTOR** in sufficient time for the **CONTRACTOR** to provide special handling and/or supervision; and extra charges therefore shall be agreed upon between the parties at the time such notice is given. Such notice shall include a description of the quantity, nature and location of the goods.

**SECTION 9: INSURANCE**

The **CONTRACTOR** shall maintain insurance coverage and furnish to the **CARRIER** certificates of insurance as set forth below:

1. Workmen's Compensation Insurance for its employees as required by applicable Federal and State Laws.
2. Comprehensive General Liability Insurance in the amount of \$10,000,000 for bodily injury.
3. Liability Insurance for loss of or physical damage to vessels, chassis, containers and cargo in the amount of \$10,000,000.
4. Whenever **CARRIER** through its agents, employees or servants invite or permit persons who are not employees of the **CARRIER** to enter Terminal premises or board vessels at the Terminal, the **CARRIER** agrees to defend, indemnify and hold harmless the **CONTRACTOR** from and against any and all claims, demands, actions, suits, proceeding costs, expenses, damages and liability, including attorney's fees, arising out of, connected with or resulting from said persons being permitted on the Terminal premises or on board vessels.

**CARRIER** shall maintain insurance coverage and furnish to the **CONTRACTOR** certificates of insurance as set forth below:

1. Workman's Compensation Insurance for its employees as required by applicable Federal and State Laws.
2. Comprehensive General Liability Insurance in the amount of \$20,000,000 for bodily injury with an endorsement for terrorism.
3. Liability Insurance for loss of or physical damage to property in the amount of \$20,000,000 with an endorsement for terrorism.

**SECTION 10: FORCE MAJEURE**

**CONTRACTOR** shall be relieved from liability for any delay in the performance or inability to perform any obligation hereunder which is caused by or otherwise relates to any act of God, act of public enemies, war, warlike acts, terrorism, restraint of governments, princes, or peoples of any nation, riots, strikes, lockouts, insurrections, civil commotion, civil disobedience, floods, fire, pestilence, restrictions due to quarantines, sanctions or radioactivity, epidemics, storms, tempest, typhoon, tsunami or any causes beyond the reasonable control of **CONTRACTOR** for so long as such event of force majeure or the inability to perform continues. **CONTRACTOR** shall not be required under this provision to settle any strike or labor disputes under terms it considers unfavorable to itself.



New York Terminal Conference	Page 49 of 50
	Revised Date August 11, 2017

**SECTION 11: OVERTIME AND MEAL HOUR**

Overtime and meal hour time in the CFS, CY, Lanes and related outside depots when worked at the specific request and authorization of the **CARRIER** in writing, will be charged and paid at the rates set forth in the appropriate rate schedule. Vessel overtime, ILA deadtime in overtime or Meal Hour, will be paid at rates set forth in the appropriate rate schedule.

**SECTION 12: EXTRA LABOR**

Whenever **CONTRACTOR** is requested in writing by the **CARRIER** to supply extra labor and/or equipment, charges will be made as provided in the appropriate rate schedules.

**SECTION 13: PENALTY WAGES FOR THE HANDLING OF DISTRESSED CARGO**

Whenever penalty wages are to be paid pursuant to the provisions of the NYSA/ILA Agreement, such additional penalty costs shall be charged to the **CARRIER** in addition to the applicable rates together with the costs of protective accessories, gear and equipment.

**SECTION 14: ADJUSTMENTS**

The composite increase or decrease in labor elements such as fringe benefits, payroll related items, assessments, taxes and insurance, coupled with non-labor elements governed by changes in the annual Consumer Price Index (CPI) shall provide the basis for the yearly adjustment effective each October 1<sup>st</sup> to all rates.

Seventy percent (70%) of the container rate shall be subject to a labor cost increase or decrease. The remaining thirty percent (30%) of the container rate shall be subject to adjustment as per CPI Northeast Region as published annually by the U.S. Department of Labor.

All other rates shall be subject to an increase or decrease of one hundred percent (100%) of the combined net effect of the percentage between labor and non labor costs.

In the event of an increase in such wages or changes in present longshore labor, or working conditions, or changes in operational cost factors, the rates specified in this New York Terminal Conference Marine Terminal Schedule No. 011408 will be proportionately increased retroactively to the effective date of such increase

**SECTION 15: SAFETY REGISTERS AND CERTIFICATES**

It is expressly understood that in the event any vessel fails to comply with the provisions of Public Law 91-596 or fails to have on board any other certificates required by law, all charges and penalties arising out of such failure shall be for the account of the **CARRIER**.

**SECTION 16: ROADABILITY REPAIRS AND MAINTENANCE AND REPAIRS**

**CARRIER** agrees to engage **CONTRACTOR** or approved subcontractor for all roadability repairs performed at the terminal upon **CARRIER**'s containers and chassis, as per terms, conditions and rates mutually agreed upon. **CARRIER** further agrees that it will engage only **CONTRACTOR** or approved subcontractor at **CARRIER**'S direction for any other repairs or maintenance performed at **CONTRACTOR**'S terminal.

**SECTION 17: TERMINAL PREMISES RULES AND REGULATIONS**

To ensure safety and security **CONTRACTOR** has promulgated regulations governing persons and equipment on the Terminal and the **CARRIER** agrees to cooperate in enforcing such regulations with respect to its agents, employees, servants, contractors, guests and invitees.

<b>New York Terminal Conference</b>	<b>Page 50 of 50</b>
	<b>Revised Date August 11, 2017</b>

**SECTION 18: PERIOD OF AGREEMENT**

This **AGREEMENT** is effective with the receiving of the first cargo for carrier’s vessel or prior to ordering any labor for carrier’s vessel and will remain in full force until a separate agreement with the carrier has been fully executed by all parties.

**SECTION 19: TERMINAL SECURITY**

In the event Governmental authorities impose security or other conditions which result in increased costs for the **CONTRACTOR, CARRIER** will not unreasonably withhold approval of security related surcharges, if any.

**SECTION 20: CHOICE OF LAW AND FORUM SELECTION**

Any dispute arising under and in connection with this Stevedoring and Terminal Agreement shall be governed by the laws of the State of New Jersey and/or New York and determined by the location of the terminal and in courts located therein both State and Federal. The **CARRIER** states that it is not its intention to bind **CONTRACTOR** to the forum selection clause in any of its bills of lading pursuant to cargo which moves through **CONTRACTOR’S** marine terminal.

**SECTION 21: NOTICES**

Notices by either party to the other, pursuant to this **AGREEMENT** shall be in writing and directed to the following respective addresses, or such addresses as the parties may from time to time designate:

NOTICE TO CARRIERS:

**U.S. HEADQUARTERS  
of CARRIER or  
Designated Agent**

NOTICE TO CONTRACTOR:

**RED HOOK CONTAINER  
TERMINAL, LLC  
138 MARSH STREET  
PORT NEWARK, NJ 07114  
OR  
GCT BAYONNE LP  
302 PORT JERSEY BLVD.  
JERSEY CITY, N.J. 07305  
OR  
GCT NEW YORK LP  
300 WESTERN AVENUE  
STATEN ISLAND, N.Y. 10303  
OR  
PORT NEWARK CONTAINER TERMINAL  
241 CALCUTTA STREET  
PORT NEWARK, N.J. 07114  
OR  
APM Terminals Elizabeth, LLC  
5080 MCLESTER STREET  
PORT ELIZABETH, NJ 07207**