

APM TERMINALS

APM TERMINALS TACOMA LLC PACIFIC COAST OPERATOR SCHEDULE *FOR* TACOMA, WA

APMT No. PC – 1

This operator schedule is published pursuant to section 8(f) of the Shipping Act of 1984 as amended by the Ocean Shipping Act of 1998 and the regulations of the Federal Maritime Commission (Title 46 Code of Federal Regulations Part 525).

The rules, rates, regulations, and/or charges set forth in this operator schedule shall apply to marine terminal services provided by APM Terminals Tacoma LLC (hereinafter referred to as "APMT") at the port location of:

1675 Lincoln Ave. Bldg 950, Tacoma WA 98421

The effective date of this operator schedule unless otherwise indicated is November *1st*, 1999, and remains in effect until amended or canceled by APMT.

Contact <http://www.apmterminals.com/americas/tacoma/>

Revised: July 1, 2016

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SECTION I

DEFINITION OF TERMS

ITEM 001 Chassis

Skeletal equipment, flatbed, or other vehicle furnished by ocean carrier for transport of its containers.

ITEM 005 Containers

A single rigid, Intermodal dry cargo, insulated, refrigerated, flat rack, liquid tank, or open-top container within the size lengths of 20', 40', 45', demountable, without wheels or chassis attached, furnished or approved for transportation of commodities aboard vessels. It must meet ISO standards and have construction, fittings, and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment, consistent with the safety requirements of CSC plates (Convention for Safe Containers).

ITEM 010 Delivery

The delivery of a loaded or empty container and/or chassis from point of rest in yard to an inland carrier or local drayman. Delivery does not include any other service(s).

ITEM 020 Dockage

The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure or for mooring to a vessel so berthed.

ITEM 025 Effective Date

The date a schedule or an element of a schedule, or any amendment thereto, becomes effective.

ITEM 030 Grounding

The physical lifting of a loaded or empty container from a chassis or other conveyance to the ground. Grounding does not include any other service.

ITEM 035 Handling and Drayage

The service of physically moving cargo between point of rest and any other place on the terminal facility, other than the end of ship's tackle. Handling does not include any other service.

ITEM 040 Heavy lift including Out of Gauge and Breakbulk Cargo

The service of providing heavy lift cranes and equipment for lifting cargo that extends beyond the standard dimensions of containerized cargo, usually requiring special lifting gear.

ITEM 045 Package

The largest single unit used to transport the goods, such as a pallet, skid, van, container or trailer, etc., or a single machine or item of equipment, etc and not the individual contents, pieces, boxes, parts or components thereon, therein or thereof, whether such unitization, packing or stuffing, and sealing is by the Merchant or on his behalf and that the shipper may have furnished the contents of such sealed container.

ITEM 050 Rate

The price quoted in a schedule for providing a specified marine terminal service or facility for a stated cargo quantity, or after a stated effective date or within a defined time frame.

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ITEM 055 Receiving

The receipt of a loaded or empty container and/or chassis from an inland carrier or local drayman to any Point of Rest within the terminal as designated by APMT. Receiving includes weighing of containers received at main gate. Receiving does not include any other service(s).

ITEM 060 Schedule

The publication, as amended from time to time, containing the rates, charges, classification, regulations and practices of a marine terminal operator.

ITEM 065 Straight Time or First Shift

The rates provided herein are for work performed during the hours of 8:00 a.m. to 12 noon and from 1:00 pm to 5:00 pm, Monday to Friday. All ILWU holidays specified in the collective bargaining agreement are in effect for the port in which the terminal is located governing the employment of Longshore labor by any employer, being excepted.

Services provided by APMT for the convenience of any User outside the aforementioned hours and service performed on 2nd , 3rd shifts or Saturdays, Sundays and ILWU holidays shall be subject to a surcharge on the applicable rate. Straight Time referred to in tariff if mentioned represents 1st Shift.

ITEM 070 Vessel

A floating craft of every description and includes owner and/or operator and/or such other persons acting as agents thereof, including charterer and sub-charterer, and they shall be responsible for all charges incurred by vessel.

ITEM 075 Wharfage

A charge assessed against the cargo or vessel on all cargo passing or conveyed, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service. 1 ton = 2000 lbs

ITEM 080 Export Cargo

Cargo received at the port for loading on a vessel for transportation or shipment to a foreign or domestic port or destination from a rail, Vessel or motor carrier.

ITEM 085 Import Cargo

Cargo received at the port from a foreign or domestic port or origin, discharged from a vessel, and to be loaded to rail, vessel, or motor carrier.

ITEM 090 Terminal Demurrage

A charge assessed for providing storage in or on terminal facilities after the expiration of free-time.

ITEM 095 Point of Rest

A point or area within the terminal which is designated for cargo or equipment to be placed and held for movement to or from a vessel or domestic motor carrier or rail.

ITEM 100 Loading or Unloading

LOADING OR UNLOADING applies to the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, vessels, or any other means of conveyance. LOADING OR UNLOADING does not include special stowage, blocking or bracing, sorting or grading, stripping or stuffing containers, or otherwise selecting the cargo for the convenience of carrier or consignee. APMT will not consider itself to be the consignee on cargo destined for water movement.

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ITEM 105 Holidays

APMT will honor the following holidays in which operations are closed or limited operating hours:

New Years Eve Day- December 31st
New Years Day – January 1st
Martin Luther King’s Birthday – 3rd Monday in January
George Washington’s Birthday – 3rd Monday in February
Lincoln’s Birthday – February 12th
Cesar Chavez Birthday – March 31st
Memorial Day – last Monday in May
Bloody Thursday – July 5th
Independence Day- July 4th
Harry Bridges Birthday – July 28th
Labor Day – 1st Monday in September
Thanksgiving Day – the 4th Thursday in November
Veteran’s Day – November 11th
Christmas Eve – December 24th
Christmas Day – December 25th

Any other Holiday that may be proclaimed by the State, Federal Authority or other ILWU will be observed. When any Holiday falls on Sunday, the following Monday will be observed as the Holiday.

ITEM 110 Terrorism, Terrorist Acts

Activities against persons or property of any nature involving the preparation to use, the use or the threat to use force or violence of any nature that injures, damages, interferes with, disrupts or contaminates persons or property, including intangible property, communication, electronic, information or mechanical systems where the purpose or result of such activities is to cause a Transportation Security Incident (TSI), as defined in 33 CFR 101.105, or otherwise damage, intimidate, or coerce a government, its economy, the military arm of a government or its civilian population and its apparent purpose is to further political, ideological, religious, social or economic objectives or to express opposition to political, ideological, religious or social systems. The term "damage" and the corollary terms included therewith shall include damage caused incidentally through the efforts of legitimate government to oppose, prevent and contain acts of terrorism.

ITEM 115 Free-time

The period specified in the marine terminal operator schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of terminal demurrage immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

ITEM 120 On-Dock Rail Moves

Tacoma rail facilities are currently considered near dock. There is no direct on-dock rail operation within the APMT facility.

ITEM 130 Merchant

A shipper, holder of a bill of lading, consignee, receiver of any goods, any person owning or entitled to the possession of such goods or of a bill of lading relating to goods, their respective principals and anyone acting on behalf of such person.

ITEM 135 User

Any Merchant, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any agent, contractor or representative of the aforementioned persons who use or benefit from use of the terminal.

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SECTION II

GENERAL RULES AND REGULATIONS

RULE 1 LOCATION OF TERMINAL

APM Terminals Tacoma LLC
1675 Lincoln Ave., Bldg 950
Tacoma WA 98421
1-253-593-8750

Web Address: <http://www.apmterminals.com/northamerica/tacoma/>

RULE 2 USE OF TERMINAL SERVICES, DEEMED ACCEPTANCE

The use of wharves, facilities and/or services shall be deemed complete acceptance of this Operator Schedule and the terms and conditions contained herein, as from time to time amended.

APMT may subcontract all or any portion of the terminal services at its discretion and without notice, including without limitation to related/affiliated entities, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this Operator Schedule to remain applicable whenever claim is made against the terminal and/or any servant, agent, contractor or any whose services have been used to perform terminal services or otherwise respecting the goods.

RULE 3 WORKING HOURS OF THE APMT TERMINALS

The normal working hours are from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m., 1st Shift Monday through Friday, holidays excepted. When any type of terminal services are required, outside of the recognized working hours stated, prior arrangements must be made with APMT, and schedule rates plus applicable Over Time costs and minimum labor guarantees will be charged.

RULE 4 TERMINAL SAFETY, SECURITY AND REGULATORY

Entering the facility at APMT is deemed valid consent to security screening of persons, personal possessions and vehicles as well as monitoring via video cameras. APMT reserves the right to suspend or revoke access to this facility for a failure to obey terminal safety and security policies. It is unlawful for any person to loiter upon the terminal property and it is unlawful for unauthorized persons to enter through the perimeter fence, which constitutes the facility restricted area. The terminal is private property and all persons entering thereof do so at their own risk and APMT assumes no responsibility for injuries or damages sustained.

All persons requiring or being provided "unescorted access" to and within the facility, upon the terminal's determination of an appropriate, acceptable business purpose for entering the facility, will require possession and presentation upon entry of a U.S. Federal Government issues TWIC identification card, when enrollments for the surrounding port area are determined by TSA and announced by the U.S. Coast Guard Captain of the Port, in accordance with the TWIC implementing NVIC expected to published by the Coast Guard in the summer of 2007. This facility will not "escort" regular longshore, container truck drivers, frequent vendors, etc in the normal course of day - to - day business. Escorts will only be employed in unusual or extraordinary circumstances.

Intra-terminal transportation will be provided by the APM Terminals Security force, upon request by vessel crew members.

Each User shall provide a suitable vehicle and warrants that same is in good working order, and which meets all licensing and safety standards as promulgated by State, Local or Federal government, or agencies thereof, for safe loading or unloading of cargo. Each User agrees that it shall be liable for, and will indemnify and hold Contractor harmless from all fines, fees or expenses whatsoever imposed upon

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or incurred by the Contractor for any violations whatsoever of any rule, regulation or law caused by any condition otherwise within such User's control.

Each User agrees to provide for Contractor's inspection of, prior to the commencement of cargo operations, valid registration and certificates applicable to all Gear and as required under all applicable Regulations.

Each User that all Containers which are being transported pursuant to a Vessel's Bill of Lading shall at all times be properly documented with correct weights and shall be tendered in the manner provided for under federal law;

Each User warrants that all Containers under his control, and to be handled under the terms of this contract, shall at all times be in conformance with the Convention for Safe Containers (CSC);

Each User agrees that its chassis shall at all times be maintained in good working order to accommodate each User's Containers and meet all licensing and safety standards as promulgated by state, local or federal governments or agencies thereof.

Each User agrees that shipment delays, charges and/or costs, including any civil fines, associated with noncompliance with the terms of this paragraph shall be the responsibility of the User and that these fines will include OSHA citations when applicable.

Each User agrees that all vessels are fitted with automatic or semi-automatic twist locks in good working order. Each User is responsible to provide separate identifiable bins for defective cones and twist locks to be placed out of service and repaired.

Each User agrees that, with respect to its Containers laden with labeled and/or (hazardous) cargoes, which are being transported pursuant to each User's or Vessel's Bill of Lading, each User shall ensure that such shipments are documented, labeled, and secured in accordance with current International Maritime Organization (IMO) requirements appearing in the International Maritime Dangerous Goods Code and, when such Containers are to be offered for transport within the transportation infrastructure of the United States, in accordance with current regulations promulgated under any governmental authority with jurisdiction over same. Contractor and User agree that all incurred costs associated with non-compliance with the terms of this section shall be borne exclusively and individually (but not jointly) by the party defaulting on such terms.

All trucks and motor vehicles having business at the terminal facility, including its owners, operators and drivers shall observe and comply fully with the speed limit and other traffic signs or notices as posted. All terminal yard equipment has the right of way at all times.

Only official vehicles with business to conduct with the vessel are allowed in the vicinity of the vessel.

RULE 5 RENTAL, LOAN, AND UTILIZATION OF TERMINAL EQUIPMENT

Rental or loan of equipment is subject to availability and at the option of APMT. Rental rates do not include equipment operator or any transportation out of the terminal, Rental shall commence from the time the equipment is made available to renter. The party renting the equipment shall, at its own expense; return the equipment to the terminal in the same good operating order and condition as such party received it.

It is expressly understood that the equipment will be utilized in a careful and proper manner under the direction and control of the User, and the User is responsible for the operation thereon and assumes all risk for injuries or damages which may arise or grow out of the use or operations of such equipment. It is incumbent upon the User to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by APMT with respect to such matters.

Renters and users shall indemnify and save harmless APMT from and against all liability, losses, claims, demands, and suits for damages to persons or property, including death and personal injury, and including costs of suit and attorneys' fees, incident to or resulting from its use of the equipment.

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RULE 6 RIGHT TO REFUSE CARGO, CONTAINER, OR EQUIPMENT

APMT reserves the right to refuse cargo, container or equipment, without responsibility for demurrage, loss, or any liability, consequential or otherwise. APMT also reserves the right to refuse to accept, receive, or load cargo, container or equipment or to permit vessel to load or discharge cargo, containers, or other equipment for any reason in APMT'S sole discretion.

RULE 7 VESSEL SAFETY

Each Vessel that calls at APMT will be inspected for safety prior to offloading cargo, an activity that is designed to ensure a safe working environment for all parties involved. Discrepancies will be addressed with the master/chief mate to identify issues that can be rectified by the crew themselves. Prominent issues that would require ship owners to engage will be addressed to the master/chief mate and communicated to the APM Terminals Corporate Safety Director. The specific discrepancies as well as how to rectify these matters will be documented.

Users must provide safe access for all longshoremen, stevedores, and terminal management in accordance with IMO and OSHA regulations. Any citations received by APMT for substandard vessel conditions will be the sole responsibility of each User.

Vessel bunkering operations must be coordinated so that they are not conducted outboard of cargo operations.

RULE 8 PORT SCHEDULES AND GOVERNMENT REGULATIONS

The rates herein are exclusive of any wharfage, mooring, dockage or other services provided under applicable schedules issued by governmental entities or port authorities unless otherwise specified. Charges for such services shall be for the applicable User's account. Charges for this security shall be for account of the applicable User.

The applicable User shall at all times comply with all requirements, laws, regulations, and other directives of customs authorities, and any other governmental authority having jurisdiction and be responsible for any charges resulting from such governmental authority.

RULE 9 ROYALTY AND ASSESSMENTS

All PMA Tonnage Assessments, and/or any other local tonnage/container assessments will be for account of the ocean carrier issuing the bill of lading or its agent or representative who owns or operates a vessel.

RULE 10 PAYMENT OF CHARGES

All charges for services rendered under this Operator Schedule will be invoiced to the applicable User as determined by APMT. Invoices covering charges as issued by APMT are due and payable upon presentation. Any invoice remaining unpaid for 15 days after the invoice date will be delinquent and interest shall accrue on such outstanding amounts at the lesser rate between the cumulative rate of 1.5% per month and the highest interest rate permitted under the applicable law of the state in which the terminal is located. All reasonable costs and fees of collection (including reasonable attorney fees and expenses) will be added to remaining due past such 15 days period.

Cargo will not be received, handled or delivered unless charges are prepaid or credit has been established.

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The services, rates and charges provided in this operator schedule also apply to vessel operators not included in the definition of common carrier in Section 3 (6) of the Shipping Act of 1984 unless prior arrangement has been made with APMT.

The applicable Users at APMT shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

APMT may extend credit to any User upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references; including a bank reference.

For Users not granted credit, APMT may extend credit to those Users who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to the terminal operator in an amount equal to the maximum liability for a period of time determined by APMT.

Letters of Credit and Indemnity Bonds are required to insure APMT against the loss of funds and indemnify APMT in full payment of bills that accrue for the use of port facilities or services rendered by APMT.

Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above at the sole discretion of APMT.

Any commodity or RULE not included in this operator schedule may be covered by special arrangement with the carrier, shippers or consignees.

Full inbound and outbound service and facilities charge will be assessed on cargo received at or on the terminals and later withdrawn.

RULE 11 BILLING DISPUTES

Questions regarding the validity of invoices or charges in dispute must be submitted in writing to APMT within ten (10) days after the presentation of the invoice. Invoices not disputed in writing within this ten (10) day period will be deemed accepted without dispute by the invoiced party.

In the case where an invoice is in dispute in part, the undisputed amount of the invoice is to be paid in full.

Amounts invoiced for services rendered shall not be subject to offset.

RULE 12 FURNISHING OF INFORMATION TO TERMINAL FOR EXPORT CARGO

The following information may be required for acceptance of export cargo and/or containers into the terminals:

- Exporter/shipper
- Freight Forwarder
- Booking number
- Destination
- Exporting Carrier/Vessel
- Commodity
- Number of pieces
- Weight/Measurement
- Identification Marks/Container and chassis numbers
- Hazardous certificate in compliance with IMDG Code/49CFR (if applicable)
- Special Services, like reefer settings, etc.

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RULE 13 HEAVY LIFTS AND OVER-SIZED CARGO

Charges to be determined by the equipment and labor required. Rates and charges will be quoted on request.

All heavy-lifts and over-sized or fragile cargo are handled at the option of APMT and subject to availability of terminal equipment and at the owner's risk. Certain cargo may have to be loaded on board vessels or delivered out of terminal directly upon receipt and at the option of APMT. Users must advise APMT before arrival of vessel or delivery of cargo to the terminal.

Customers must provide proper physical data including center of gravity.

RULE 14 STORM PROTECTION

In cases where advance warnings that storms of severe winds or hurricane intensity are expected to pass over or near the terminal, the owners of all cargo stored in the open are required to take protective measures, both for the cargo and the protection of the terminal. Should the owner fail to provide such storm protection, APMT is authorized to protect such cargo using commercially reasonable efforts considering the time, conditions, and materials available against storm damage completely without liability by APMT and charge the cost of this storm protection against the cargo or User at APMT discretion.

RULE 15 UNDELIVERED CARGO AND EQUIPMENT

Cargo and/or equipment which is Customs released and undelivered or remains on the terminal beyond applicable free time, may at the option of APMT as terminal operator, be placed in public storage at the risk and expense of the goods.

Cargo and/or equipment remaining on the terminal in excess of 30 days and without prior written consent from APMT will be considered as abandoned, and may be sold for collection of storage, demurrage and any other charges due to APMT. Registered notification will be sent to the owner of record ten days before such sale. Any monies received in excess of the charges due, will be returned to the person who can provide title to the goods if claimed within three months of the mailed notice and if not claimed within this time period may be retained by APMT.

RULE 16 FORCE MAJEURE

APMT is not responsible and shall not be held liable for any consequences or claims arising from any act of God, including but not limited to storms, earthquakes or fires or similar disasters or from any stoppage of work or delays occasioned by strike, slowdown, government restraints, war or hostilities, civil unrest, embargoes, machine breakdown, shortage of power supply, or any other cause beyond the control of APMT.

RULE 17 INSURANCE

Rates and charges published in this Operator Schedule do not include insurance of any nature. Users shall be responsible for obtaining their own marine liability and/or cargo insurance.

All Users are required to carry bodily injury liability insurance and property damage liability insurance in such amounts as may be determined by APMT from time to time and such insurance shall name APMT as an additional insured and include a waiver of subrogation against the terminal.

RULE 18 NOTIFICATION OF LOSS OR DAMAGE

Notice of loss or damage to cargo or equipment must be submitted in writing to APMT at the time of removal of goods. If loss or damage is not apparent, then notice must be given within three days of

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delivery. Failure to notify APMT of any loss or damage within this time period shall be deemed a release of any claim for loss or damage to cargo or equipment.

In any event, APMT shall be discharged from all liability for loss or damage to cargo or equipment unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

RULE 19 CONTAINERS LOADED IN EXCESS OF CAPACITY

The rates, rules and regulations published in this Operator Schedule are not applicable to containers loaded in excess of their rated capacity or applicable law. APMT will NOT be required to use its mechanical equipment (designed for movement or carriage of containers) or the container crane to be used in any way to lift, move or transport a container loaded in excess of its rated capacity or applicable law, should the terminal equipment or the crane be used to lift, move or to transport a container which is loaded in excess of its rated capacity or applicable law, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damage including damages for death and personal injury, and including court costs and reasonable attorney's fee, incident to or resulting from such unauthorized use. APMT shall be entitled to deconsolidate any container loaded beyond its rated capacity or beyond limits permitted by applicable law and use any reasonable means to remove such cargo from the terminal, including sale. The party deemed by APMT to be the party responsible for the overweight situation, shall be responsible for such charges or costs.

RULE 20 FREETIME AND DEMURRAGE ON EXPORT CARGO

1. FREE TIME PERIOD

- 1) General cargo containers and tank containers – Seven (7) consecutive calendar days will be allowed for general cargo containers and tank containers to be loaded to vessel or to be removed from terminal.
- 2) Temperature controlled containers/tanks – Two (2) consecutive calendar days, excluding weekends, will be allowed for temperature controlled containers/tanks to be loaded to vessel or to be removed from the terminal.
- 3) Hazardous cargo in non-temperature controlled containers, bulk or tanks – Seven (7) consecutive calendar days will be allowed for hazardous cargo in non-temperature containers, bulk or tanks to be loaded to vessel or to be removed from the terminal.

2. COMPUTATION OF FREE TIME PERIOD

Free time on export cargo shall commence at 8:00 a.m. on the day after the said cargo is received at the terminal facility.

3. SCALE OF DEMURRAGE CHARGES

At the expiration of free time period demurrage shall be assessed in accordance with the attached rate schedule.

A. Except as otherwise provided in this section demurrage shall be for the account of the applicable User, as reasonably determined by APMT, with an interest in the container or its contents.

B. 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 Paragraph E of this section.

C. When the loading of export cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by APMT or water carrier, Cargo which remains at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this rule.

APM TERMINALS

4. 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.

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

A. Subject to the provisions of Item 4, if export cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, the said cargo shall be subject to demurrage rules set forth above and all applicable gate charges, grounding and/or mounting of container charges in Section III. Said charges shall be assessed from the day the cargo was received at the terminal to the day of its removal there from.

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

C. Such removal shall not excuse any demurrage charges that accrued prior to the removal.

6. 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 applicable User with an interest in the cargo or the equipment.

B. Demurrage and other charges shall be due and payable to APMT upon expiration of terminal free-time.

C. APMT has the right to require payment in full of any and all such charges before such cargo leaves the terminal or to hold other cargo related to the same User until APMT is paid in full..

RULE 21 FREETIME AND DEMURRAGE ON IMPORT CARGO

1. FREE TIME PERIOD

CONTAINERIZED CARGO:

1) General cargo containers and tank containers – Five (5) business days will be allowed for the removal of containers discharged from vessels.

2) Temperature controlled containers/tanks – Two (2) business days will be allowed for the removal of temperature controlled containers/tanks discharged from vessels.

3) Hazardous cargo in non-temperature controlled containers, bulk or tanks – Five (5) business days will be allowed for the removal of hazardous cargo in non-temperature controlled containers, bulk or tanks discharged from vessels.

2. COMPUTATION OF FREE TIME PERIOD

Free time on import cargo/containers shall commence at 8:00 a.m. on the first business day following completion of discharge of the vessel.

3. SCALE OF DEMURRAGE CHARGES

At the expiration of free time period, demurrage shall be assessed in accordance with the attached rate schedule.

4. 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.

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

APM TERMINALS

6. EXTENSIONS OF FREE TIME AND DEMURRAGE PERIODS

When Carrier or consignee is prevented from removing cargo from the terminal for any reason, including container unavailability due to row closures in the ordinary course of business or factors beyond APM Terminals' control, such as, but not limited to, longshoremen's strikes or slow downs, trucking strikes or chassis shortages, Containers which remain at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this rule. APMT may, in its sole discretion, extend the free time allowed beyond the last free day with respect to any cargo.

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

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

RULE 22 FREETIME AND DEMURRAGE ON TRANSSHIPMENT CARGO

1. FREE TIME PERIOD

Free time on transshipment cargo shall be seven (7) consecutive calendar days.

2. COMPUTATION OF FREE TIME PERIOD

Free time on transshipment cargo shall commence at 8:00 a.m. on the day after the said cargo arrives at the terminal facility.

3. SCALE OF DEMURRAGE CHARGES

At the expiration of free time period, demurrage shall be assessed in accordance with the attached rate schedule.

A. Except as otherwise provided in this section demurrage on transshipment cargo shall be for the account of the applicable User as reasonably determined by APMT.

B. When the loading of transshipment cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by APMT or water carrier, Cargo which remains at the terminal beyond the designated free time shall remain subject to the demurrage charges in accordance with this rule.

4. REMOVAL OF TRANSSHIPMENT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL

A. Subject to the provisions above, if transshipment cargo is not loaded into a vessel and is, at any time, removed from the terminal facility, the said cargo shall be subject to demurrage rules set forth above for import and export cargo and all applicable gate charges, grounding and/or mounting of container charges in Section III. Said charges shall be assessed from the day the cargo was received at the terminal to the day of its removal there from.

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

5. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

A. Except as otherwise provided, demurrage and other charges specified herein for transshipment cargo, shall be for the applicable User as reasonably determined by APMT.

APM TERMINALS

B. Demurrage and other charges shall be due and payable to APMT upon expiration of terminal free-time.

C. APMT has the right to require payment in full of any and all such charges before such cargo leaves the terminal or to hold other cargo related to the same User until APMT is paid in full..

RULE 23 STORAGE FOR EMPTY CONTAINERS AND CHASSIS

To the extent that space is available and working conditions permit, empty containers and chassis may be returned to APMT terminals for temporary storage after delivery of cargo. Acceptance is at APMT's sole discretion and subject to storage charges in Section III. No free time shall be allowed for empty containers or bare chassis.

When the loading of empty containers into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by APMT or water carrier, empty containers which remain at the terminal beyond the designated free time shall remain subject to the storage charges in Section III.

RULE 24 INQUIRIES AND REQUESTS

All requests, complaints, and inquiries on matters relating to rates, rules and regulations in this operator schedule may be directed to:

APM Terminals Tacoma LLC
1675 Lincoln Ave, Bldg 950
Tacoma, WA 98421
1-253-593-8750

RULE 25 OPERATOR OF TERMINAL

APMT reserves the absolute right to the use of the facility it operates, and permission for the use thereof must be obtained from APMT.

RULE 26 CONSENT TO THE TERMS OF THE SCHEDULE OF RATES

Any User of the terminal and other facilities under the jurisdiction of APMT shall constitute a consent to the terms and conditions of this Operator Schedule and evidences an agreement on the part of all Users to pay all applicable charges and be governed by all rules and regulations published herein.

RULE 27 SCHEDULE OF RATES RESTRICTIONS

At APMT's discretion, articles considered as cargo of a particular hazard (33 CFR 126.10) or of an otherwise restricted nature, or of uncertain value shall not come under this Operator Schedule or be provided with terminal services.

APMT shall not load or discharge IMO class 1.1, 1.2 and 1.5 explosives and IMO class 7 cargos without prior express written consent from APMT. Any request must be received a minimum of seven (7) days before receipt in order for APMT to evaluate and determine if cargo can be accepted. APMT reserves the right to refuse receiving this cargo on terminal. If accepted, an additional administrative surcharge will be quoted by the Terminal Services Manager. Vessels with such cargo at APMT discretion may berth at APMT but in any event may not discharge such cargo or have such cargo relocated onboard while on berth without written permission from APMT.

APM TERMINALS

RULE 28 SHIPBOARD WELDING/BURNING

Shipboard welding and/or burning of any type is strictly prohibited while vessels are berthed at APMT without express written authorization from the manager of the terminal.

RULE 29 REMOVAL OF OBJECTIONABLE CARGO

APMT reserves the right to move freight or other material, which in their judgment is likely to damage other property, to another location at the risk and expense of the User, as reasonably determined by APMT, with a relationship with the cargo.

RULE 30 LIEN

Any and all services performed on the terminal, including but not limited to container related services, including interest on unpaid service, shall give rise to a lien in favor of APMT against the vessel, container, chassis, the cargo, or any other tangible property whatsoever (the "Collateral"). APMT shall have a possessory lien on Collateral located in the terminal or other areas outside the terminal under APMT's control. APMT may exercise its lien to satisfy unpaid obligations both with respect to cargo currently in its possession and with respect to past due amounts. APMT may with or without prior notice to the applicable User, sell the contents of a container or any cargo to satisfy unpaid obligations, including any internal administrative or outside legal costs of APMT.

RULE 31 OVER TIME WORKING HOURS

When APMT performs work at other than straight time hours (1st Shift) for the convenience of the cargo interests, the applicable charges under this Schedule of Rates (Section III) shall be applied, plus additional labor charges and other applicable charges.

RULE 32 WAIVER OF IMMUNITY; LIMITATION OF LIABILITY

Any user of APMT, in consideration for services performed, waives any defense of sovereign immunity or other statutory limitation of liability to charges, fees or damages sought to be recovered by APMT.

RULE 33 TRUCK SERVICE SCHEDULING

A. BREAKBULK

1. All truck scheduling must be done on a prior day order by 12:00 pm. All scheduled trucks must be registered in person by 12:00 p.m.
2. Unscheduled trucks must register in person by 12:00 p.m. and will be worked as time permits. Any loading or unloading beyond 5:00 p.m., whether to complete or start a new job, may be performed on an approved Over Time basis subject to payment of additional charges.

B. CONTAINERS

1. Grounded stacks and Empty Container Yards
The terminal will weigh, receive, and dispatch containers from 8:00 a.m. until 5:00 p.m. Drivers must be in the inbound lane by 4:30 pm for a receipt and 4:00 pm for a delivery.

Late arrivals will be processed by appointment only and on an Over Time basis subject to additional charges.
2. Drivers delivering or picking up Out of Gauge Cargo, Flat or Tank containers that involve mounting or demounting the User's own equipment be present at the loading site before 3:00 p.m.

APM TERMINALS

APMT shall not be required to perform mounting or demounting after 5:00 p.m. unless an appointment for Over Time has been arranged prior to 3:00 pm subject to additional charges.

RULE 34 VESSELS REQUIRED TO USE TUG ASSISTANCE

Vessels docking or undocking at APMT's facility will be required to use tug assistance unless other arrangements have been made with APMT prior to docking or undocking. Failure to comply with this requirement could result in denial of a berth at APMT's discretion.

RULE 35 VESSEL TO VACATE BERTHS

On requests for a berth, APMT will designate the particular berth at which the vessel shall dock. APMT does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of vessel in order to assure docking facilities.

APMT may order any vessel to vacate any berth when it takes a berth without prior approval from APMT or APMT deems that the continued presence of such a vessel at such berth would be a potential hazard to the vessel, the berth, the facilities or the rights or property or safety of others. Such situations include, but are not limited to potential natural disasters such as hurricanes, tornadoes, earthquakes or flooding and such events as strikes, acts of terrorism or war.

APMT may order any vessel to vacate any berth when it is deemed that the continued presence of such vessel is occupying berth space otherwise required to berth the vessels of other Users. No User shall have a preferential berth unless expressly stated in writing between APMT and that User.

APMT shall provide written notice (administrative message, facsimile transmission, etc.) to the Steamship Line, Ship's Agent, or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this Tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.

If the vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by APMT, the vessel or others as a result of such failure to vacate. APMT shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall indemnify and hold APMT harmless, except for APMT's gross negligence, for any damage or liability, which may occur as a result of such movement. Failure to comply with an order to vacate will result in a charge to the vessel of \$ 1250 per hour for each hour, or fraction thereof, of non-compliance. This charge shall be a minimum estimate of the damages to APMT and shall not constitute a waiver by APMT of any greater actual damages, it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.

RULE 36 RESERVED

RULE 37 DISCHARGING OF OILS, NOXIOUS LIQUID SUBSTANCES AND GARBAGE

The discharging of ballast, bilge, oil contaminated water, noxious liquid substances, sewage, garbage or any debris into slips, channels or on APMT facility is strictly prohibited. Violators will be subject to charges, penalties and fines as may be determined by APMT. Direct contact must be made with a USCG approved contractor for the removal of the aforementioned materials in a manner consistent with MARPOL and any other federal and local regulations which may control the disposal of ballast, bilge, oil contaminated water, noxious liquid substances, sewage, garbage or any debris.

APM TERMINALS

RULE 38 SAFETY – PORT USER LIABILITY

Parties using APMT are required to conform to any and all municipal, state and federal law, codes or regulations, including but not limited to OSHA, USCG, EPA, Department of Homeland Security, and DOT and will be held responsible for any violations of same and will indemnify and hold harmless APMT and its affiliates for any liability resulting from such violation.

RULE 39 INSURANCE

Charges published in this Schedule of Rates do not include any expense of fire, storm, or other cargo insurance covering the User's interest in the cargo nor will such insurance be provided by APMT under its policies. All parties using the Terminal, by such use, warrant to APMT that said parties carries sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance to cover their activities at APMT's facilities as may be reasonably determined by APMT.

RULE 40 VESSELS REQUIRED TO COMPLETE LOADING/DISCHARGING

In order to alleviate any current or future congestion, APMT may require any vessel already in berth, or about to berth, to work continuously to completion of loading/discharging at the vessel's expense. Should the continuous loading/discharging requirement be terminated by APMT, when the agents and/or owners of the vessel are so requested, the vessel shall vacate the berth. Reassignment to a berth for completion of loading/discharging will be at APMT's discretion. Any vessel refusing to vacate the berth after being so notified, may be subject to removal by APMT at the relevant User's risk and expense, including any damage, except that caused by APMT's gross negligence. APMT may assess an additional dockage charge of \$1250 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given, and will be assessed in addition to Dockage charges published elsewhere in this Tariff.

RULE 41 MOVEMENT OF VESSELS

Vessels moored alongside vessels which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such vessel must, at the request of APMT, temporarily move, if they, in the judgment of the APMT, are blocking the ingress or egress of a vessel ready to be docked or undocked. When vessels have finished discharging or taking on cargo, their right ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of APMT, surrender the berth.

RULE 42 RECEIPT OF EXPORT CARGO

All export cargo must be properly blocked and braced upon arrival to the terminal. If it is deemed by APMT at any time before the cargo is loaded that this requirement has not been met, the export cargo will not load and the cargo owner will be notified.

For the receipt of Export Hazardous cargo an electronic pre-advise (COPRAR) for any hazardous load prior to arrival at the terminal must be received.

RULE 43 RESPONSIBILITY FOR DAMAGES

Users shall be responsible for all damage resulting from the use of APMT property and facilities. APMT reserves the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the terminal property and facilities including damages to docks, piers, bulkheads, wharves, cargo, containers, and their contents if loaded; equipment, rail, shop facilities, water, heat, light, etc., and hold any relevant User or any other party or parties that may be in any way considered responsible for the damages liable for payment of damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. APMT may detain any vehicle, common carrier, vessel, water craft, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees.

APM TERMINALS

This item is not to be construed as holding APMT liable for any portion of such damages caused by APMT's gross negligence.

RULE 44 LIMITATION OF LIABILITY

1. Subject to the provisions of paragraph (2) below, APMT assumes no liability for loss or damage to freight or cargo handled or transshipped through a Terminal.

2. APMT shall be liable only for damage resulting from its gross negligence to exercise due and proper care in performing the services and affording the facilities provided for herein. In no case shall APMT be liable for a sum in excess of \$500 per package or per customary freight unit for non-packaged objects unless the relevant User, prior to the commencement of such services or use of such facilities, declares a higher value in writing AND pays to APMT, in addition to the other charges for such services as herein set forth, a premium computed at one percent (1%) of the declared value of each package or non-packaged object. In the event of a higher value being declared in writing AND the payment of one percent (1%) premium, the liability of APMT, if any, for damage resulting from APMT's gross negligence in performing the services and affording the facilities provided for herein shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the cargo. The word "package" shall include any container; van, trailer, pallet, or all other types of cargo unitization. The word "customary freight unit" shall mean the unit on which ocean freight was or is to be calculated for any objects not shipped in a "package" as defined hereunder. In no event shall APMT be liable for more than the loss or damage actually sustained, either up to the \$500 per package limitation or such higher value if declared and the premium has been paid. APMT shall not be liable for any consequential damages, expenses, incidental damages or special damages or loss of profits or revenue in connection with its performance of services or furnishing of facilities, and APMT shall have the option, at its sole discretion, of replacing any lost property or cargo and/or replacing or repairing any damaged property or cargo. APMT's liability for any other loss other than related to cargo damage shall not exceed \$10,000.

3. APMT will not be liable for any delay, loss or damage arising from strikes, slowdowns, lockouts or labor disturbances of any persons in its employ or in the service of others nor for any causes arising there from, nor any causes unavoidable or beyond its control. APMT accepts no responsibility for damages or accidents occurring when its equipment and/or operators or employees are furnished to perform work for third parties, except that caused by APMT's gross negligence.

4. APMT will not be responsible for damage sustained or caused by containers or cargo because of weather conditions, including but not limited to wind or flooding or any other causes beyond your reasonable control. APMT accepts no responsibility for loss sustained by containers or cargo remaining in the pier area or in the stacks at any time. APMT accepts no responsibility for injuries or death, damages or delays caused by cargo handling equipment, including but not limited to cranes, container handlers, container transporters or utility trucks and/or the operators of said equipment where the equipment is leased by APMT to an applicable User and the equipment is in the custody and control or supervision of the said User.

5. All parties to whom berths, wharves, transit sheds, mechanical equipment or other facilities have been assigned shall be responsible and liable to APMT for any damage occurring to such property during their tenancy, occupation and/or use without regard to whom shall cause the damage, except that caused by APMT's gross negligence. All such parties further agree to indemnify and hold harmless APMT for any and all personal injuries and/or property damage caused by the negligence of the party or the parties' agents, employees and/or servants.

6. In any event, APMT shall be discharged from any and all liability for any loss or damage to the goods or any claim of whatsoever kind, nature, or description with respect to or in connection with the goods unless suit is brought against APMT within one year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be considered "brought" for the purposes of this Rule unless process shall have been actually served and/or jurisdiction obtained over APMT within the specified one-year period.

APM TERMINALS

RULE 45 TERMINAL SECURITY FEE

A Terminal Security Fee per container is applicable to all containers loaded or discharged. Only one charge will apply to a transshipped container. Containers moving via the rail without vessel movement will also be charged a terminal security fee. Non-containerized cargo will be charged on a per short ton basis. All security charges are for the account of the B/L carrier.

Please refer to Section III – 430 for the terminal security fee rates.

RULE 46 TERRORISM

APMT shall not, under any circumstances, be liable for damage or injury caused to any User or the property of Users as a result of direct or indirect acts of terrorism.

RULE 47 HAZARDOUS CARGO

The following data is required for the delivering of hazardous cargoes to the terminal:

- A. Complete shipper's name and address and, where possible, telephone numbers for emergencies.
- B. User listed either separately or in the billing letterhead.
- C. Complete consignee's name and address, including the overseas port of destination on exports.
- D. Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.
- E. Hazardous class of the material being shipped.
- F. Kind and number of containers and individual weights or total weight.
- G. Placards applied on all four sides per IMO and government regulations. For rail containers placards must be at least five feet above bottom rail of container.
- H. Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF USCG/DOT/IMO AND/OR ANY OTHER CONTROLLING FEDERAL AND/OR STATE REGULATIONS.

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

- I. Properly documented special instructions, exceptions or exemption information, if required.

All of the above must be complied with or the shipment will not be received by APMT.

RULE 48 INDEMNITY

In addition to the other specific remedies provided herein, except as may be caused by APMT's gross negligence, any applicable User agrees to defend, indemnify and save harmless APMT from and against all losses, claims, demands and suits for damages, including death and personal injury, including costs and reasonable attorneys fees, incident to or resulting from their operations on the terminals and/or the use of the terminals' equipment and facilities.

APM TERMINALS

RULE 49 ACCEPTANCE OF CARGO OR COMMODITY FOR HANDLING OR STORAGE; RESPONSIBILITY FOR CONSEQUENTIAL DAMAGE AND INFESTATION

When any cargo or commodity is accepted for handling or storage, it is understood and agreed that any and all losses, damage, or costs of fumigation, incurred by APMT attributable to or because of infestation or inherent vice of the cargo or commodity in question, shall be for the account of the relevant User.

RULE 50 TERMINAL PROPERTY

The terminal property is not a public thoroughfare and all persons and vehicles entering thereon must have authorization to enter the terminal property and do so at their own risk. Such persons and vehicles by entering the terminal property, agree to obey and be bound by all rules, regulations, signs, policies, security, and traffic control devices applicable thereto, including maximum posted speed limits within the terminal property, and to park only in designated parking locations on the property. All persons or vehicles entering upon the terminal property shall carry such forms of identification as may be required by public or governmental authorities or APMT and shall display such identification to APMT upon request. All vehicles, persons and accompanied and unaccompanied baggage is subject to search.

RULE 51 DELAYS AND DETENTIONS

The relevant User shall hold harmless and indemnify APMT for delays or demurrage on railroad cars, highway trucks, or detention on vessels.

RULE 52 LABOR DISPUTES, STRIKES

In the event of a strike, slowdown, lockout, or other labor disturbances involving a vessel at berth or one waiting for berth (whether it involves the vessel's crew or otherwise) which will, in the sole judgment of APMT, interfere with, disturb, or impede operations of the terminal, APMT may cancel such vessel's right to take berth or refuse to accept her at the berth, and in the event such vessel has taken berth, APMT may order such vessel out of berth. Should any vessel berth or interfere with other vessels' ingress to or egress from the berth after being informed of the inability of APMT to accept the vessel, or should the vessel refuse to vacate after being berthed, said vessel, her owners, agents and operators shall be liable for damages as hereinafter set forth.

RULE 53 RESERVED

RULE 54 GENERAL ORDER LIEN

APMT will place a lien on cargo which is ordered by United States Customs to be placed into a General Order warehouse. Any and all terminal costs incurred in connection with complying with any Government authority shall constitute the amount of the lien.

RULE 55 DAMAGED CARGO

In the event a vessel operator/owner or its representative requests that APMT move damaged containers or cargo, the vessel operator shall submit a written request to APMT describing the cargo or container it wishes APMT to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the container or cargo pending repair or transshipment.

APM TERMINALS

RULE 56 DAMAGED OR ABANDONED EQUIPMENT

APMT will not permit storage of damaged, abandoned, mis-delivered, or unidentified equipment owned by third parties on the facility. The relevant User shall be allowed:

Fifteen (15) days to repair or remove damaged equipment from the terminal. Minor and roadability repair is defined as damages that require less than 1.25 hours of repair time provided the driver is able to pull the equipment to the roadability lane. Examples of roadability repair are lights, lenses, tires, mud flaps, FHWA inspection, sweep out, or any combination of repairs that do not exceed 1.25 hours for repair.

Commencement of the fifteen (15) days will be from the first day after terminal operating system has been updated noting damage status.

After 45 days, APMT has the option to move containers to an off-dock facility, and all associated charges for such movement will be for the account of owner.

RULE 57 STORAGE OF EQUIPMENT UPON BANKRUPTCY

Equipment including but not limited to a container or a chassis remaining on the terminal 30 days after its owner or lessee has ceased operations due to bankruptcy or has gone out of business will be charged a storage charge on equipment. This charge will be \$55.00 per unit, per day and it will be assessed against the equipment from the date of the ceased operations and must be paid prior to release of the equipment. The amount due must be paid by the party requesting the release of the equipment.

RULE 58 SPECIAL SERVICES; HANDLING OF BREAKBULK/HEAVY LIFTS

Upon request and with advance arrangements, APMT will provide special services not listed in this Schedule of Rates. Charges for these services will be based on the cost of materials plus thirty (30) percent, equipment rental, and labor billed at the man-hour rates listed in Section III - 160. Charges are subject to minimum labor requirements and will be billed where applicable.

RULE 59 VERIFIED GROSS MASS

The International Maritime Organization (IMO) through the International Convention for the Safety of Life at Sea (SOLAS) requires that no loaded container may be stowed aboard a Vessel until the shipper provides a verified gross mass (VGM) of the container to the Ocean Carrier and the terminal operator. The Ocean Carrier is responsible for providing the verified gross mass (VGM) of any cargo laden export container. (See Section III – Item 510 for related fees).

APM TERMINALS

SECTION III

SCHEDULE OF RATES

Except as otherwise provided herein, the following charges apply on containers or chassis, of 20', 40' or 45' in length, not loaded in excess of their rated capacity, and having the loaded or empty configuration that can be routinely handled by conventional container handling yard equipment, and are assessed against the vessel.

Parties requesting yard work activities must allow a minimum 24 hours for completion of the service requested. This does not include weekends or holidays.

Straight Time and 1st Shift are interchangeable and refers to the period of 8-12, 1-5pm

110 Receiving or Delivering containers, per container on 1st Shift	\$111.90
120 Receiving or Delivering "Out of Gauge" Unit Load Containers which do not required special lifting equipment	\$220.77
130 Swapping containers between chassis, per container on 1st Shift (pending labor availability)	\$111.90
140 Mount or Grounding containers, per container on 1st Shift (pending labor availability)	\$111.90
150 Equipment Rental Charges per Hour (minimum 1 hour)	
Container Cranes	\$1,022.16
Reachstacker	\$279.27
Toploader	\$223.43
Empty Handler	\$195.50
Forklift (up to 10,000 lbs capacity)	\$50.28
Forklift (15,000 lbs capacity)	\$67.04
Forklift (25,000 lbs capacity)	\$83.79
Forklift (30,000 lbs capacity)	\$89.36
Forklift (35,000 lbs capacity)	\$106.12
Bombcarts	\$13.78
UTR's	\$40.20

Note 1 – Rates do not include operators.

Note 2 – Billing for crane time will be computed as follows: Total time for crane billing will be calculated beginning with the time crane is ordered until dismissed with boom in upright position. Total time for container handling equipment billing will be calculated beginning with the time container handling equipment is ordered until dismissed. For container operations, billing increment shall not be less than 1/2 hour.

Note 3 – Time delays due to non-arrival of vessel and inclement weather shall be calculated and billed at 25% of the applicable charge. Time delays caused by mechanical failures shall be calculated and no charges will be made for this time.

Note 4 – APMT will charge the prevailing rate in conjunction with the minimum hourly guarantee required by the ILWU contract for equipment operators.

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160 Man hour rates (per man hour)

	Weekday Non-Holiday			Weekend/Holiday		
	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift
Basic Longshore	\$140.01	\$153.26	\$163.89	\$159.90	\$159.90	\$171.64
Longshore Skill I	\$142.76	\$156.94	\$168.29	\$164.03	\$164.03	\$179.20
Longshore Skill II	\$145.37	\$160.43	\$172.47	\$167.95	\$167.95	\$187.07
Longshore Skill III	\$146.65	\$162.14	\$175.34	\$169.89	\$169.89	\$190.81
Basic Clerk	\$140.01	\$153.26	\$163.89	\$159.90	\$159.90	\$171.64
Clerk Skill I	\$142.76	\$156.94	\$168.29	\$164.03	\$164.03	\$179.02
Clerk Skill II	\$145.37	\$160.43	\$172.47	\$167.95	\$167.95	\$187.07
Clerk Skill III	\$147.84	\$163.80	\$176.39	\$171.68	\$171.68	\$195.08
Foreman	\$156.90	\$182.69	\$206.97	\$197.86	\$197.86	\$227.36

Note: Guaranteed Annual Income special assessment will be billed as applicable.
Man hours charged subject to minimum guaranteed hours.

170 Segregating grounded containers, per container shifted \$112.27
(pending labor availability)

180 Receiving or delivering chassis, per chassis \$22.72

190 Intermodal transfer, per container or chassis \$101.31

Rate is for drayage of containers or chassis from terminal to near-dock rail or from near-dock rail to terminal on 1st Shift. The rate does not include the lift to/from the rail car at the near-dock rail.

200 Reserved

210 Rigging fee, per container with over height cargo \$343.84

Receiving or delivering overheight container from/to chassis or flatbed (which requires wires or special lifting gear) to/from place of rest in the yard. If unit requires special equipment for handling outside the normal container handling equipment such equipment will be invoiced at cost plus 20%.

220 Occupying electrical outlet slot for refrigerated containers, per calendar day or fractional calendar day. Includes daily monitoring and electricity. Charge applies also for outlets used for pre-tripping of reefer units. \$90.24

230 Weighing containers, per instance, excludes handling \$66.88

240 No container and/or chassis leases may be terminated on APMT facility except when such equipment is transferred directly to another steamship line that agrees to accept all charges accruing subsequent to the transfer. The following charges will be assessed against the steamship line requesting the transfer:

a) Per Container or Chassis \$31.64

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250 Rolling of Export Containers from one vessel to another vessel or from one port of discharge to another port of discharge (per container handled to accommodate rolling, pending labor availability)	\$87.11
260 Opening and closing containers for a Government tailgate inspection or per request of customer, per opening and closing on 1st Shift (pending labor availability)	\$130.35
270 Inspection by VACIS	\$207.95
280 Intensive Exams ordered by U.S. Customs, USDA, FDA or other Government Agencies will be done on an extra labor plus equipment basis. Materials for re-securing cargo will be at cost plus 30%	
290 Storage, empty containers or chassis per day per TEU	\$2.79
300 Dockage per lineal foot – Per Port of Tacoma Tariff	
310 Wharfage– Per Port of Tacoma Tariff	
320 Reserved	
330 Sealing Containers (labor and plastic seal) at time of receipt of container at gate	\$34.45
340 Placarding container (labor and placard) at time of receipt of container at gate	\$41.27 per placard removed \$34.45 per placard attached
350 Container/chassis roadability inspection excludes repairs per unit	\$34.45
360 a) Chassis stacking/bundling per stack, excluding materials (pending labor availability)	2 High \$344.14 3 High \$609.24 4 High \$856.70 5 High \$1119.39
Materials used such as chains/binders, straps and such will be billed at cost plus 30%	
b) Chassis unbundling per stack	\$265.71
370 Chassis loading or unloading from flatbed trailers (pending labor availability)	\$173.90 per lift
380 Reserved	
390 Demurrage Charges (Rules 20, 21, and 22)	

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Demurrage				
Import/Transshipment Cargo				
Container Outside Length-Feet	Charge per day for the first 5 days after expiration of defined Free Time		Charge per day for each additional day after the 5th day	
	Dry	Temperature Controlled	Dry	Temperature Controlled
20'	\$21.08	\$42.15	\$41.05	\$82.09
40'	\$44.37	\$88.74	\$87.64	\$175.28
45' & > 45'	\$58.80	\$117.61	\$117.60	\$235.18

Demurrage				
Export Cargo				
Container Outside Length-Feet	Charge per day for the first 5 days after expiration of defined Free Time		Charge per day for each additional day after the 5th day	
	Dry	Temperature Controlled	Dry	Temperature Controlled
20'	\$14.42	\$28.83	\$28.83	\$57.67
40'	\$28.83	\$57.67	\$58.80	\$117.61
45' & > 45'	\$38.83	\$77.66	\$77.66	\$155.30

400 Fresh Water – Fresh water supplied by the East Bay Municipal Utility District will be assessed charges in accordance with that utilities rate structure. Said rates are subject to change without notification from the Port. Water delivered through pipelines of the Port with billing thereof performed by the Port of Tacoma will be assessed a service charge of fifteen percent (15%) of the cost of such water.

410 Over Time Gates – will be billed at extra labor man hour rates plus equipment rental rates subject to minimum labor guarantees

420 Pre-mounting containers provided service \$100.40
 requested by 2:00pm day prior (per container 1st Shift weekday, pending labor availability)

430 Terminal Security Fee (per full container) \$2.80

Note 1 – For transshipments discharged and loaded at APMT facility only one charge will apply per fully laden container.

Note 2 – For containers received and delivered at APMT facility without loading or discharging a vessel only one charge of \$5.61

440 Drayage of container within terminal premises, per dray per container \$73.78
 (pending labor availability)

450 Minimum Billing – All charges in this tariff not otherwise excepted are subject to a minimum billing charge of \$61.94 per billing.

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460 Rebilling Invoices – A charge of \$61.94 will be added to each invoice requiring rebilling except for invoices originally incorrectly invoiced by APMT.

470 Administration Charges

For preparation of ILWU Royalty documents or tonnage/container assessment documents (per document prepared) \$13.66

If royalties or assessments paid by APMT and re-billed to carrier, an additional service charge of two (2) percent will be applied. Payment on behalf of carrier subject to agreement between APMT and carrier.

480 Gangway Guard / Security Guard (per hour) \$76.16

490 TWIC Escort (per hour) \$101.55
Charge to escort any person on terminal without a TWIC card

500 Congestion Surcharge – APMT reserves the right to assess a surcharge as a result of congestion due to factors beyond APMT's control, such as but not limited to, longshoremen's strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof.

510 Verified Gross Mass (Rule 59)

The following VGM related charges shall apply to export cargo laden containers, as applicable:

- a) Export containers arriving at APMT's truck gate with no prior VGM update in APMT's terminal operating system will be weighed and certified by APMT for IMO/SOLAS VGM purposes. The certified weight information will then be transmitted to the Carrier via EDI. The fee for this service will be \$10.00 per container arriving at the truck gate without a prior VGM EDI update.
- b) For containers arriving at APMT's facility from the rail:
 1. APMT is unable to certify weights received from rail providers as being IMO/SOLAS compliant.
 2. If an Ocean Carrier does not provide a VGM certified weight via EDI prior to the container arriving at APMT, APMT shall assume that the weight provided by the rail carrier, together with the estimated tare weight of the container, is the VGM and shall update the terminal operating system accordingly unless the Ocean Carrier rejects such assumption in writing. If the Ocean Carrier rejects the use of the weight provided by the rail carrier as the VGM weight, then the container will be deemed to have arrived without a VGM and will be subject to a fee of \$65 as well as any resulting roll/handling and demurrage fees, each of which shall be charged to the Ocean Carrier.