



SSA Marine

TERMINAL SERVICES TARIFF

FOR

SSA MARINE SQUAMISH LTD.

37500 Third Avenue
Squamish, BC
V8B 0B1

Effective April 1, 2025

“NOTICE”

Take notice that the terms and conditions of this Tariff contain provisions limiting and excluding liability on the part of SSA Marine Squamish Ltd.

TABLE OF CONTENTS

1. INTRODUCTION	7
1.1 Short Title	7
1.2 Publication	7
1.3 Use of Services and Property Subject to Tariff	7
1.4 Use of Terminal is Acceptance of Tariff	7
1.5 Limitation and Exclusion of Liability	7
2. DEFINITIONS	8
2.1 Defined Terms	8
2.2 Weights and Measures	16
2.3 Conversions	16
3. GENERAL INTRODUCTORY TERMS	18
3.1 All Rights of Operation Reserved	18
3.2 Tariff Effective Date	18
3.3 Performance of Services Under Tariff	18
3.4 Materials	19
4. CHARGES, RATES, AND FEES	19
4.1 General Terms	19
4.2 Overtime	20
4.3 Standby or Waiting Times	20
4.4 Minimum Time	20
4.5 Calculation of Charges	20
4.6 Payment	20
4.7 Charges for Services Not Specified	21
4.8 Minimum Charges	21
4.9 Right to Withhold Delivery of Cargo	21
4.10 Right to Sell for Unpaid Charges	22
4.11 Charter Party Agreement, Sales Contract	22
5. VESSEL SERVICES	22
5.1 Request for Vessel Services	22
5.2 Berthage	22
5.3 Berthing Policy	23
5.4 Vessel Line Handling Charge	23
5.5 Mobile Gangway	24
5.6 Fresh Water Charges	24
5.7 Stevedoring Access Fee (SAF)	24
5.8 Fuel Surcharge	25
5.9 Port Security Fee	25
5.10 B.C. Maritime Employers Association Cargo Assessment	25
6. CARGO SERVICES	25
6.1 Request for Cargo Services	25
6.2 Right to Refuse Cargo	26
6.3 Cargo Services Generally	26

SSA MARINE SQUAMISH LTD. TARIFF

6.4	Deemed Receipt or Delivery of Cargo	27
6.5	Explosives and Hazardous Cargo	27
6.6	Cargo Requiring Refrigeration	28
6.7	Cargo Services Charges.....	28
6.8	Responsibility of Shippers – Importing Cargo.....	28
6.9	Responsibility of Shippers – Exporting Cargo	29
6.10	SSA Marine Squamish Gateway Improvement Fee (GIF)	30
6.11	Information to be Supplied to the Company	30
6.12	Right to Remove, Transfer, or Warehouse Cargo.....	31
6.13	Handling and Storage of Cargo.....	31
6.14	Use of Heavy Lift/Special Equipment	32
6.15	Direct Transfer	32
6.16	Redelivery and Transshipment of Cargo	33
6.17	Distribution and Transshipment of Cargo.....	33
6.18	Stuffing and Destuffing Cargo	34
6.19	Trucks and Railway Cars.....	34
6.20	Demurrage – Inland Carriers or Vessels	35
6.21	Free Time.....	35
6.22	Loading and Unloading Charges	35
6.23	Container Operations	36
6.24	Container Storage	37
7.	OTHER SERVICES	37
7.1	Anti-Stain Treatment.....	37
7.2	Servicing of Self-Propelled Vehicles.....	38
7.3	Return of Leased Equipment	38
8.	GENERAL COMMODITY BREAKBULK CHARGES	38
8.1	Export Forest Products	38
8.2	Steel Products	38
8.3	General Commodity Breakbulk Charges.....	39
9.	LIMITATION AND EXCLUSIONS FROM LIABILITY	39
9.1	Requirements for Liability.....	39
9.2	Environmental Liability	40
9.3	Limitation of Liability	41
9.4	Limitation of Liability to Benefit Employees and Agents	43
9.5	Exclusions, Exemptions and Limitations in Bills of Lading Applicable	43
9.6	Exclusions, Exemptions and Limitations are Cumulative	44
9.7	Burden of Proof	44
9.8	No Right of Deduction or Set-Off	44
9.9	Insurance.....	44
9.10	Owner’s Risk.....	45
10.	DISPUTE RESOLUTION.....	45
10.1	Dispute under Tariff	45
10.2	Procedure on Dispute.....	45
11.	TERMS OF GENERAL EFFECT	45
11.1	Governing Law	45

SSA MARINE SQUAMISH LTD. TARIFF

11.2	Force Majeure	46
11.3	English Language	46
11.4	Canadian Currency	46
11.5	Waiver	47
11.6	Amendments	47
11.7	No Creation of Relationship	47
11.8	Severability	47
11.9	Headings not Interpretative	47
11.10	Security	47
11.11	Rate Schedule	48

SQUAMISH TERMINAL INFORMATION SHEET

Address:	37500 3 rd Avenue, Squamish, B.C., Canada, V8B 0B1
Mailing Address:	PO Box 1520, Squamish, B.C., Canada, V8B 0B1
Terminal (includes Berthing Facilities):	Approximately 37 hectares (91 acres) heavy-duty paved area, plus water lot of approximately 4.5 hectares (11 acres).
Berthing Facilities:	Two berths: East: Length 137 metres (450 feet) plus 35 metres (115 feet) for landing a ship's gangway, Zero tide draft 11.5 metres (38 feet) West: Length 152.4 metres (500 feet), Zero tide draft 11.8 metres (39 feet)
Warehouse Facilities:	Three warehouses with a total storage area of 47,400 square metres (510,000 square feet) on a 170,000 square metre site. Each warehouse is well lit, equipped with fire suppression sprinkler system and polished concrete floors. Outside storage is also available.
Rail Facilities:	Squamish Terminals is serviced by CN Rail and connected to markets in northern British Columbia and Alberta, across Canada and into the United States.
Maintenance Building:	A completely equipped maintenance building for servicing and repairing of all terminal equipment.
Containers:	The dock is set up and equipped to accommodate the Handling and the Stuffing/Destuffing of containers. Mobile cranes are available upon request.
Equipment:	Over 60 pieces of specialized equipment ranging from 3.5MT to 45MT lifting capacity and trailers that can handle up to 75MT.



Hours of Business: Regular office hours 0800 to 1630 Monday to Friday.
Terminal operations 24 hours per day 7 days per week.

Telephone Numbers: **Main Office** (604) 892-3511
Fax Number (604) 892-5623

Terminal Offices:

Foremen's Office (604) 892-3511 ext. 337
Maintenance Shop (604) 892-3511 ext. 331
First Aid (604) 892-3511 ext. 324

SQUAMISH TERMINALS GENERAL ENQUIRIES

Rate or Billing Enquiries:

Heather Doucette (604) 967-2030
Manager of Customer Service & Community Relations
Accounting Administration (604) 892-3511

Operations:

Nick Knight – General Manager (604) 328-9083
Harry Armstrong – Operations Manager (604) 848-9151

1. INTRODUCTION

1.1 Short Title

- 1.1.1 This Tariff may be cited as the “Terminal Services Tariff,” and is generally referred to herein as the “Tariff.”

1.2 Publication

- 1.2.1 This Tariff is published by SSA Marine (the “Company”)

1.3 Use of Services and Property Subject to Tariff

- 1.3.1 This Tariff is notice that all rates, charges, definitions, terms, and conditions contained herein apply to all Terminal Services, Traffic, and Cargo without prior agreement or specific notice or quotation. The Company reserves the right to designate the classification of commodities not set out in Chapter 8.

- 1.3.2 The Company provides the Terminal Services at the Terminal (as defined below) to the users thereof, upon and subject to all the terms and conditions of this Tariff, which terms and conditions will govern the relationship between the Company and such users.

- 1.3.3 The Company reserves the right to furnish all Terminal Equipment (as defined below) and to perform all Terminal Services, upon and subject to the rates, charges, terms, conditions, rules, and regulations contained in this Tariff.

1.4 Use of Terminal is Acceptance of Tariff

- 1.4.1 The use of the Terminal and the Terminal Services will be deemed complete acceptance of this Tariff, its revisions or supplements, and the terms and conditions contained herein. **For greater certainty, under no circumstances will the Company provide Terminal Services or furnish Terminal Equipment, other than in accordance with the terms and conditions of this Tariff.**

1.5 Limitation and Exclusion of Liability

- 1.5.1 Take notice that the terms and conditions of this Tariff contain important provisions limiting and excluding liability on the part of the Company and their respective directors, officers, employees, servants, representatives, and agents. In particular, see Chapter 9 – Limitation and Exclusions of Liability.

2. DEFINITIONS

2.1 Defined Terms

- 2.1.1 "Berthage" means a charge payable for every Vessel occupying a berth or made fast to or tied up alongside any other Vessel occupying a berth at the Terminal.
- 2.1.2 "Bill of Lading" or "Waybill" means a contract in writing for the carriage of Cargo.
- 2.1.3 "Breakbulk Cargo" means uncontainerized Cargo.
- 2.1.4 "Cargo" means all cargo, goods, freight, merchandise, personal property, effects, and moveables, including Cargo in Containers, that are handled or that are to be handled by the Company.
- 2.1.5 "Cargo Services" means the services outlined in Chapter 6 of this Tariff.
- 2.1.6 "Chassis" means the trailer or undercarriage provided by Inland Carriers to transport their Containers.
- 2.1.7 "Coastal Vessel" means Vessels used for transporting cargo along a coastline for short sea purposes (ie: a barge).
- 2.1.8 "Collective Agreement" means a written agreement or agreements between an employer and an organization of employees that sets out the conditions of employment at the Terminal and includes, but is not limited to, the Collective Agreements between a) the British Columbia Maritime Employers Association and the International Longshore and Warehouse Union – Canada and b) the British Columbia Maritime Employers Association and the International Longshore and Warehouse Union Ship and Dock Foremen, Local 514.
- 2.1.9 "Company" has the meaning ascribed to it in paragraph 1.2.1.
- 2.1.10 "Container" means a single I.S.O. standard container, rigid, dry cargo, insulated, refrigerated, flat rack, liquid tank, or open-top, demountable, without wheels or Chassis attached, furnished or approved by Ocean Carriers for the transportation of Cargo aboard their Vessels. Containers will be Cargo-worthy, in good condition, fit for their intended purpose, and have construction, fittings, and fastenings compatible with lift beams and be able to withstand, without permanent distortion, all of the stresses that may be applied by Terminal Equipment.

- 2.1.11 "Container Freight Station" or "CFS" means a designated location at the Terminal used for unloading and loading Cargo and for stuffing and destuffing Containers.
- 2.1.12 "Container Gate Charge" means a charge payable for the receipt/delivery and the mounting/demounting of a Container (generally empty) to or from the Container Yard or Container Storage Area, as set out in the attached Rate Schedule. It includes the visual inspection of a Container to assess its general condition and the exchange of an equipment interchange receipt in respect of the Container. The Container Gate Charge will apply to loaded Containers that are received or delivered at the Terminal Gate or Container Yard when such service is not included as part of Loaded Container Handling.
- 2.1.13 "Container Repositioning Charge" means a charge payable for each Container move incurred in repositioning Containers when performed for Vessel stowage purposes at the Terminal, as set out in the attached Rate Schedule. The Container Reposition Charge does not include Loaded Container Handling Service, Empty Container Handling Service, or Shifting.
- 2.1.14 "Container Storage Area" means a designated area within the Terminal for storing an inbound or outbound Container of idle status.
- 2.1.15 "Container Yard" means a designated area within the Terminal where a Container in transit between a Vessel and Inland Carrier or between a Vessel and the on-dock CFS is temporarily held or assembled.
- 2.1.16 "Containerized Cargo" means Cargo contained in a Container.
- 2.1.17 "Contamination" means the presence of any Hazardous Substances in soil, sediment, water, groundwater, or vapour, in quantities or concentrations exceeding those prescribed by any criteria, standards or conditions described in any Environmental Law.
- 2.1.18 "Covering Charge" means a charge payable for covering or protecting Cargo loaded to open railway cars, trucks or Containers that are stored at the Terminal, where the Company is required to furnish labour and Terminal Equipment, as set out in the attached Rate Schedule.
- 2.1.19 "Demurrage" means the charge payable on Cargo and/or empty Containers remaining at the Terminal after the expiration of Free Time and will be payable by the Cargo or the Vessel in respect of which Demurrage is incurred.

- 2.1.20 "Direct Transfer" means the operation of direct loading or discharging Cargo with Vessel's gear, shore crane or other mechanical equipment in a direct movement between a Vessel and:
- (a) railway tanks, gondolas or flat rail cars, or other flat or open-topped vehicles, or
 - (b) water, rafts, barges, lighters or other Vessels.
- 2.1.21 "Distribution Charge" means a charge payable on Cargo for: 1) sorting the Cargo within the Main Mark or other than to the Main Mark, or 2) assembling Cargo to reach certain marks, sizes, or specifically numbered packages, as set out in the attached Rate Schedule.
- 2.1.22 "Dock Apron" means the area at the Terminal adjacent to a Vessel where Cargo is interchanged between the Terminal and the Vessel or vice versa, which, in the case of inbound movements, is the position as landed by the Vessel's own gear or a shoreside crane and in the case of outbound movements the position from which the Cargo are loaded to the Vessel using the Vessel's gear or a shoreside crane.
- 2.1.23 "Empty Container Handling Services" means the single movement of empty inbound or outbound Containers between the Dock Apron and another location in the Container Yard or Container Storage Area and includes stacking. The service of loading empty Containers to or from Inland Carriers is not included in Empty Container Handling but is included in the Container Gate Charge, as set out in the attached Rate Schedule.
- 2.1.24 "Environmental Laws" means any statute, regulation, bylaw, order, ordinance, ruling, certificate, approval, policy, guideline, decision, judgement or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority (as may be in force from time to time) or any court of competent jurisdiction, any obligation or requirement arising under the common law or required to ensure reasonable care is being taken with respect to environmental health or safety matters and/or the generation, use, transport, storage, deposit, release, disposal, handling, sale or manufacture of any Hazardous Substance in, at, or adjacent to the Terminal.
- 2.1.25 "Equipment Rental Rates" means the rates charged for use of Terminal Equipment, as set out in the attached Rate Schedule.

- 2.1.26 "Export Forest Products" includes, but is not limited to; unitized woodpulp, reeled paper products, packaged lumber and panel products.
- 2.1.27 "Fee" means any amount payable under this Tariff.
- 2.1.28 "Fee Detail Document" has the meaning ascribed to it in paragraph 1.2.1.
- 2.1.29 "Fuel Surcharge" means the charge imposed for all Cargo when the Vancouver BC monthly average retail price for diesel fuel is above \$1.75 per liter.
- 2.1.30 "Free Time" means the period of time during which Cargo may be left at the Terminal without Demurrage being incurred, either before loading or after unloading the Vessel, as more particularly described in Chapter 6.21 of this Tariff.
- 2.1.31 "Gateway Improvement Fee (GIF)" will be charged in addition to berthage rates and commodity rates, as described in 6.10.
- 2.1.32 "Handling" means the service of physically moving Breakbulk Cargo from a Vessel to a Place of Rest, or from a Place of Rest to a Vessel.
- 2.1.33 "Handling Charge" means the charge imposed each time the service of Handling is performed.
- 2.1.34 "Hazardous Substances" means any substance that is, or is likely to be, hazardous or harmful to the environment or likely to cause an adverse effect, damage or impairment to persons or property and includes the following: (i) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant; (ii) any solid, liquid, gas or odour or combination of any of them that, if emitted into air, soil or water would create or contribute to the creation of a condition that does or would (a) endanger the health, safety or welfare of persons or the health of animal life; (b) interfere with normal enjoyment of life or property; or (c) cause damage to plant life or to property; and (iii) any material or substance declared or deemed to be hazardous, toxic, deleterious, caustic, radioactive, explosive, dangerous, a contaminant, a waste, a source of contaminant, a pollutant or a dangerous good under any Environmental Law.
- 2.1.35 "Holiday" means New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas

Day, Boxing Day, and any other statutory holiday or holidays, which, notwithstanding Section 29 of the *Interpretation Act*, R.S.B.C. 1996, c. 238, will only include Sundays where the aforementioned Statutory Holidays fall on a Sunday.

- 2.1.36 "Inland Carrier" means a party that receives or delivers Cargo by any of the following modes of transportation: pipeline, inland waterway craft, railcar, truck, Chassis, or other vehicle.
- 2.1.37 "I.S.O" means International Standards Organization.
- 2.1.38 "Labelling Charge" means a charge payable for attaching a customer-supplied label to Cargo as instructed by the customer, as set out in the attached Rate Schedule.
- 2.1.39 "LOA" means length overall, which will be construed to mean the linear distance from the most forward point of the bow to the aftermost point on the stern of the Vessel, measured parallel to the baseline of the Vessel, expressed in metres.
- 2.1.40 "Loaded Container Handling Service" means the single movement of a loaded inbound or outbound Container between the Dock Apron and another location at the Terminal, and includes stacking the Container in the Container Yard. In the case of a Container transiting the Terminal intact, it includes the mounting/demounting of the Container to or from Inland Carriers. For a Container that is stuffed or destuffed, it includes the movement between the Container Yard and Container Freight Station and the repositioning of the empty Container to or from the Container Freight Station or Container Storage Area.
- 2.1.41 "Main Mark" means the mark by which a particular Bill of Lading quantity can be readily identified from other Bill of Lading quantities, and is exclusive of package numbers, order numbers, brands, or other sub-marks.
- 2.1.42 "Man Hour Rates" mean the rates that the Company will charge for providing labour services and will be the higher of those rates set out in the attached Rate Schedule or the rates as established by the British Columbia Wharf Operators Association as at the date the labour services are provided. If the labour services provided by the Company are not listed in Rate Schedule, the rates established by the British Columbia Wharf Operators Association as at the date the labour services are provided will apply.
- 2.1.43 "MARSEC levels" means the Marine Security (MARSEC) Levels set by Transport Canada Marine Security Operations from time to time.

- 2.1.44 "M/E" means that a charge is based on Man Hour Rates and Equipment Rental Rates, as set out in the attached Rate Schedule.
- 2.1.45 "Minimum Time" is the minimum shift time charged out for an operation, ship or dock related, regardless of when the operation completes.
- 2.1.46 "N.O.S.", with respect to Cargo, means Not Otherwise Specified.
- 2.1.47 "Non-Working Period" means a period defined as a non working period in the Collective Agreement among the British Columbia Maritime Employers Association and the Waterfront Foremen's Employers Association and the International Longshoremen's and Warehousemen's Union.
- 2.1.48 "Ocean Carrier" means Vessel Owners, their directors, officers, employees, servants, representatives, agents, operators, charterers, or contractors.
- 2.1.49 "Overtime" means any hours of work other than Straight Time as defined in paragraph 2.1.633.
- 2.1.50 "Overtime Differential" means an amount added to the Straight Time Man Hour Rates applicable to any hours outside Straight Time.
- 2.1.51 "Owner" includes as applicable:
- (a) in respect of a Vessel, the owner, operator, or charterer of the Vessel, and their respective employees, servants, representatives, and/or agents, including the master of the Vessel;
 - (b) in respect of Cargo, the legal owner of the Cargo and their respective employees, servants, representatives, and/or agents; and/or
 - (c) in respect of an Inland Carrier, the owner, operator, or charterer of the Inland Carrier, and their respective employees, servants, representatives, and/or agents, including the master of the Inland Carrier.
- 2.1.52 "Place of Rest" means the area at the Terminal which is assigned by the Company for the receipt of inbound Cargo from the Vessel and from which inbound Cargo may be delivered to the consignee and that area that is designated for the receipt of outbound Cargo from Shippers for Vessel loading.
- 2.1.53 "Port Security Fee" has the meaning ascribed to it in paragraph 5.9.

- 2.1.54 "Rate Schedule" means the rate schedule attached hereto as Schedule "A" and as amended from time to time.
- 2.1.55 "Shifting" means the physical movement within the Terminal of any Cargo, mark or lot, but does not apply if additional sorting is required.
- 2.1.56 "Shipment" means a single quantity of Cargo tendered on one shipping document at one time from one point of origin by one shipper for one consignee to one point of destination.
- 2.1.57 "Shipper" includes the Cargo Owner and any agent or representative of the Cargo Owner arranging the transport of the Cargo.
- 2.1.58 "Standby Charge" means a charge payable to reimburse the Company for labour provided by or arranged by the Company that is delayed in starting or continuing work to perform the services for which the labour has been so provided or arranged, as set out in the attached Rate Schedule.
- 2.1.59 "Steel Products" means ferrous products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed.
- 2.1.60 "Stenciling" means the application of an identifying mark to a package by the use of stencil ink or paint.
- 2.1.61 "Stevedoring Access Fee (SAF)" means the fee applicable to all Cargo and/or equipment for which Stevedoring Services will be provided by an Unaffiliated Stevedoring Company, as set out in the attached Rate Schedule.
- 2.1.62 "Stevedoring Services" means services provided to load / discharge cargo to / from a vessel from / to dock and or barge.
- 2.1.63 "Storage Charge" means a charge payable on Cargo remaining at the Terminal after the expiration of Free Time, as set out in the attached Rate Schedule. Storage terms are based on market conditions and are established contracts, rate agreements or at time of booking cargo.
- 2.1.64 "Straight Time" means the hours of work defined in a Collective Agreement as regular straight-time hours.
- 2.1.65 "Sub-Order Delivery Charges" means a charge payable for the delivery of part of the Cargo shown on one Bill of Lading to a person other than the original consignee.

- 2.1.66 "Tariff" means this tariff and, if amended by agreement or incorporation into another agreement, those provisions of this tariff that remain in force.
- 2.1.67 "Terminal" means and consists of Squamish Terminal located at 37500 Third Avenue, Squamish, BC, and includes:
- (a) the portions of such terminal that are leased to the Company from time to time; and
 - (b) the portions of such terminal that consist of berth corridor, berths and land covered by water that are the subject of a berth corridor agreement between the Authority and the Company.
- 2.1.68 "Terminal Charge" means the all-inclusive rates for the receipt and delivery of export/import Cargo to alongside a Vessel, and from alongside a Vessel, and includes the Authority's wharfage charge.
- 2.1.69 "Terminal Equipment" includes all equipment, supplies, and materials necessary to provide the Terminal Services.
- 2.1.70 "Terminal Services" means all services provided on or behalf of the Company in respect of Terminal operations, including the Cargo Services and the Vessel Services.
- 2.1.71 "T.E.U." means a twenty-foot Container or a container unit that is the equivalent of a twenty-foot Container.
- 2.1.72 "Tonne M" means that the number of tonnes is calculated by measurement per cubic metre.
- 2.1.73 "Tonne W" means that the number of tonnes is calculated by weight per 1000 kilograms.
- 2.1.74 "Traffic" includes any Inland Carriers and Vessels arriving at or leaving the Terminal.
- 2.1.75 "Unaffiliated Stevedoring Company" means a stevedoring company that is not affiliated with the Company.
- 2.1.76 "Unitized" with respect to Cargo means Cargo in packages that are consolidated, palletized, shrink-wrapped, banded, or otherwise securely held together to form a single shipping unit in order to facilitate mechanical handling, and that remain intact until removed from the Terminal.

- 2.1.77 “Unitizing” means the consolidation of Cargo into a single lifting unit and the securing of such units, packages or bales with steel lifting bands or straps.
- 2.1.78 “Unitizing Charge” means a charge payable for Unitizing Cargo, as set out in the attached Rate Schedule.
- 2.1.79 “Vessel” means any deep sea watercraft, coastal vessel or raft that is presented for berthing.
- 2.1.80 “Vessel Line Handling Charge” means a charge payable for the service of tying up and letting go of a Vessel’s lines, as set out in the attached Rate Schedule.
- 2.1.81 “Vessel Services” include all services referenced in Chapter 5 herein and any other services the Company agrees to provide to a Vessel.

2.2 Weights and Measures

- 2.2.1 Shipping weights and measurements shown on a Bill of Lading, contract of carriage, or other shipping documents are subject to checking by the Company and the actual scale weight or measurement of the Shipment as determined by the Company will govern rating and billing.
- 2.2.2 Except as otherwise provided, rates set on a weight basis are to be applied to actual gross weight of the Cargo, and rates set on a measurement basis are to be applied to the gross cubic measurement of the Cargo.

2.3 Conversions

- 2.3.1 When freight charges are shown on the Vessel’s manifest on the basis of either weight, short tons of 2,000 pounds, or measurement tons of 40 cubic feet, the short tons will be converted to metric tonnes of 2,204.6 pounds, and the measurement tons will be converted to cubic metres of 35.3145 cubic feet, using the conversion factors shown below:

To Find	Given	Multiply
Metric Tonnes	Short Tons	Short Tons by 0.9072
Short Tons	Metric Tonnes	Metric Tons by 1.1023
Metric Tonnes	Long Tons	Long Tons by 1.0160
Long Tons	Metric Tonnes	Metric Tons by 0.9842

Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Metres	Measurement Tons (40 cubic feet)	Measurement Tons by 1.13268
Measurement Tons (40 cubic feet)	Cubic Metres	Cubic Metres by 0.8830
Cubic Metres	MFBM's (ft. B.M. in thousands)	MFBM's by 2.3597
MFBM's (ft. B.M. in thousands)	Cubic Metres	Cubic Metres by 0.4238
Cubic Feet	Cubic Metres	Cubic Metres by 35.3145

2.3.2 Metric Equivalents:

Metric Measurement	Equivalent
1 Metre (m)	3.2808 feet
1 Kilogram (kg)	2.2046 pounds
0.4536 Kilograms (kg)	1 pound
45.3592 kilograms or 0.04536 metric tons	1 CWT (U.S. - 100 pounds)
50.8023 kilograms or 0.0508 metric tons	1 CWT (British - 112 pounds)
1 Litre (l)	0.2200 gallons (0.2642 US gallons)
1 Metric Tonne (m/t)	1000 kilograms 2204.6 pounds 1.1023 short tons (2000 pounds) 0.9842 long tons (2240 pounds)
0.0283 Cubic Metres (m ³)	1 Cubic Metre (m ³)
1 Cubic Metre (m ³)	1000 litres

Metric Measurement	Equivalent
	35.315 cubic feet 0.8830 measurement tons (40 cubic feet) 0.4238 Mfbm (thousands of board feet) 220 gallons (Imperial) 27.50 bushels (Imperial) 6.290 barrels (42 US gallons)
1,000 ft. B.M.	83.3333 cubic feet
Mfbm	1000 board feet of lumber (1' x 1' x 1") 1000 board feet of logs, as determined by "Scribner" scale

3. GENERAL INTRODUCTORY TERMS

3.1 All Rights of Operation Reserved

3.1.1 The Company reserves the right to furnish all Terminal Equipment and to perform all Terminal Services in accordance with the terms and conditions and at the rates contained in this Tariff.

3.2 Tariff Effective Date

3.2.1 This Tariff and all rates, charges, terms, conditions, rules and regulations contained herein will apply to all Traffic and Cargo at the Terminal. This Tariff is subject to change without notice, and such changes will be effective from the dates specified therein. Please contact the Company at 37500 Third Avenue, Squamish, BC, regarding the currency of the provisions of this Tariff.

3.2.2 This Tariff is issued in loose leaf form and all changes will be made by reprinting an entire page. Each revised page will bear a revised page number and the effective date.

3.3 Performance of Services Under Tariff

3.3.1 All Terminal Services are provided at the sole and absolute discretion of the Company. The Company retains the right to refuse to provide any service or services under this Tariff.

3.3.2 All Terminal Services are performed subject to the availability of Company resources, as determined in its sole and absolute discretion.

3.3.3 The provision of labour under this Tariff is subject to, and governed by, the current Collective Agreements.

3.4 Materials

3.4.1 Charges for any material furnished in connection with the Terminal Services will be based on the cost of the material plus fifteen per cent (15%).

4. CHARGES, RATES, AND FEES

4.1 General Terms

4.1.1 The charges and rates contained in this Tariff are exclusive of Goods & Services Tax ("G.S.T.") and any similar taxes implemented by government. Customers will pay the Company G.S.T. and any similar taxes for goods and services provided by the Company as and when required by law.

4.1.2 Except as otherwise indicated or when otherwise included by the Ocean Carrier (for example, such as overtime premiums, non-productive delays, dead time, overhead, etc.) all Fees are due and payable by the Cargo Owner as per agreed booking terms and will be paid to the Company at the address shown on the invoice.

4.1.3 The Company will invoice all Fees under this Tariff, except storage, as soon as possible after the provision of the service.

4.1.4 Storage charges, if any, will be invoiced on the last day of the calendar month.

4.1.5 The Company reserves the right and ability to recover all Fees on a joint and several basis and maintains a lien over Cargo until such Fees have been paid in full.

4.1.6 Unless otherwise specified, all Fees in this Tariff are quoted in Canadian dollars and are based upon ordinary levels of Traffic and Cargo arriving at and leaving the Terminal and ordinary labour conditions at the Terminal. If the levels of Traffic or the levels of Cargo or labour conditions change because of causes not within the control of the Company, which result in increased cost of service, the Fees are subject to change without notice unless otherwise agreed.

4.2 Overtime

4.2.1 Where the Company provides services that require the labour force provided by or arranged by the Company to work Overtime, the party requesting the services will be required to pay to the Company the Straight Time costs and the Overtime Differential for all labour and supervision according to the applicable Man Hour Rates, as set out in the attached Rate Schedule under 'Shift Extension Rates'.

4.3 Standby or Waiting Times

4.3.1 A Standby Charge at the applicable Man Hour Rates may be charged to the Vessel Owner, Cargo Owner, or Inland Carrier (as applicable) at the discretion of the Company. Any such Standby Charge (as set out in the attached Rate Schedule) is subject to the Minimum Time in Chapter 4.4.

4.4 Minimum Time

4.4.1 Where the Company furnishes or arranges for Terminal Services in connection with loading or discharging a Vessel, and the loading or discharging is completed before the expiration of the Minimum Time, the labour for that Minimum Time will be charged to the Vessel Owner at the Man Hour Rates.

4.4.2 Where the Company furnishes labour for Terminal Services not connected with loading or discharging a Vessel, and the Terminal Services are completed before the expiration of the Minimum Time, the labour for that Minimum Time will be charged to the Inland Carrier or Cargo Owner at the Man Hour Rates as determined by the Company.

4.5 Calculation of Charges

4.5.1 Where a charge imposed in respect of all Cargo N.O.S. is calculated on the basis of either weight or measurement, it will be calculated on whichever of the weight or cubic measurement of the Cargo yields the greater revenue.

4.6 Payment

4.6.1 All invoices issued by the Company are due upon presentation unless otherwise agreed in writing. The Company may grant credit at its sole and absolute discretion. Where credit has been approved, the amounts payable under this Tariff are payable within fifteen (15) days from the date of the invoice. Any invoice not paid within fifteen (15) days will be subject to an interest charge of twenty-four percent (24%) per annum, two percent (2%) per month. Past due accounts are further subject to

the cancellation of credit without notice and third-party collection action.

4.6.2 Where any amounts prescribed by this Tariff are owing in respect of any Cargo, the Company may, at its discretion, direct that the Cargo not be removed from the Terminal until the amounts have been paid or arrangements for payment have been made with the Company.

4.6.3 All invoices issued by the Company for any Terminal Services, or combination of Terminal Services, as provided in this Tariff, will be subject to a minimum billing charge per invoice. No invoice will be issued where the amount payable is less than the rate set out in the attached rate schedule.

4.6.4 Notwithstanding the grant of credit, or any other term of this Tariff, the Company reserves the right to require payment of amounts owing or the Company's estimate of amounts owing, in advance, as follows:

(a) by the Vessel Owner before the Vessel commences its loading or unloading operations;

(b) by the Cargo Owner, before the Cargo leaves the custody of the Company.

4.6.5 The Company reserves the right to require prepayment of all charges on perishable Cargo or Cargo of doubtful value and on household goods.

4.7 Charges for Services Not Specified

4.7.1 Unless otherwise provided, Man Hour Rates and Equipment Rental Hour Rates will be charged for services not specifically described in this Tariff, as set out in the attached Rate Schedule.

4.8 Minimum Charges

4.8.1 No reduction of Fees provided for in this Tariff will operate to reduce the amount payable for any Terminal Service below any minimum charge for that service set out in this Tariff.

4.9 Right to Withhold Delivery of Cargo

4.9.1 The Company reserves the right to withhold release of Cargo until all accrued Fees, or any amounts accrued outside of this Tariff, owing to the Company on account of the Cargo, have been paid in full.

4.10 Right to Sell for Unpaid Charges

- 4.10.1 Cargo on which overdue Fees have accrued for more than 90 days, may be sold by the Company in the Company's sole discretion to satisfy charges and costs provided that the Cargo Owner has been given reasonable written notice demanding payment, but the Cargo Owner has neglected or failed to comply with the terms of such notice.

4.11 Charter Party Agreement, Sales Contract

- 4.11.1 The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a Vessel, or its Owner, of any charge properly assessable against it under this Tariff, will not relieve the Vessel or its Owner from liability for the payment of such charge.

5. VESSEL SERVICES

5.1 Request for Vessel Services

- 5.1.1 The Vessel Owner will notify the Company when the Vessel will be arriving at the Terminal and requiring Vessel Services and Cargo Services.
- 5.1.2 Berthing and Vessel Services are subject to availability of berth space and Company resources and the amount of Traffic and are provided at the sole and absolute discretion of the Company.

5.2 Berthage

- 5.2.1 Berthage will be assessed on the overall length of each Vessel commencing when the first line is made fast, and terminating when the last line is cast off, as set out in the attached Rate Schedule (Section 11.11).
- 5.2.2 Berthage will be based upon the Vessel's LOA as published in "Lloyd's Register of Ships" or as available on "Fairplay's" computerized system. If the LOA of the Vessel does not appear in "Lloyd's" or "Fairplay", the Company may obtain the LOA from the "Classification Society," or measure the Vessel.
- 5.2.3 The Owner of the Vessel will pay the Berthage.

5.3 Berthing Policy

- 5.3.1 Vessels will be allocated berths on a first come/first serve basis subject to operational factors, which may dictate that a Vessel load or discharge at a specific berth, at the Terminal.
- 5.3.2 The 'first come/first serve' principle may not apply where either:
- (a) the Vessel Owners reach agreement amongst themselves; or
 - (b) notice of a Vessel arrival time change, to the Terminal, is less than 24 hours before the scheduled arrival of another Vessel; based on the most current schedule on record provided by the Vessels' Owners.
- 5.3.3 Special consideration may be given to Vessels restricted to working at a particular berth.
- 5.3.4 During normal times, the Vessel's working schedules, subject to labour and equipment availability, will be at the Vessel's discretion. During periods of peak congestion, where there may be a conflict between Vessels for berths, those Vessels occupying the berths may be required to work to their fullest capabilities at the Vessel's cost, to clear the berth at the earliest possible opportunity and minimize the delay to the waiting vessel. Failing this, the Vessel will be required to vacate the berth at the Vessel's cost, to permit a waiting Vessel willing to work all available shifts the opportunity to commence loading or discharging.
- 5.3.5 At all times the berth allocation will be at the sole discretion of the Company. The Company reserves the right to vary the berthing rotation or order the removal of any Vessel(s) from any berth(s).

5.4 Vessel Line Handling Charge

- 5.4.1 The Vessel Line Handling Charge is set out in the attached Rate Schedule.
- 5.4.2 The Vessel Line Handling Charge is computed on a four (4) hour basis. Should any line call go beyond a four (4) hour call, such time in excess of four (4) hours will be charged on the basis of twenty-five percent (25%) of the Vessel Line Handling Charge, as set out in the attached Rate Schedule (Section 11.11), for each hour or part thereof.
- 5.4.3 When more than one Vessel is tied up or let go by the same Company stevedoring gang within the four (4) hour period, a thirty percent (30%) reduction will be allowed for each Vessel.

5.4.4 The Vessel Line Handling Charge is based on actual hours paid to the Company lines crew. When a lines call straddles a shift change, the applicable Vessel Line Handling Charge will be determined by adding the pro-rata rate in effect for the initial shift with the pro-rata rate in effect for the subsequent shift.

5.4.5 The Vessel Line Handling Charge will be paid by the Vessel Owner.

5.5 Mobile Gangway

5.5.1 The use of the Company's mobile gangway will be charged as set out in the Rate Schedule on Page 50.

5.6 Fresh Water Charges

5.6.1 The supply of fresh water to a Vessel during Straight Time will be charged as set out in the Rate Schedule (Section 11.11).

5.6.2 Additional charges at the applicable Man Hour Rates and Equipment Rental Rates will apply to service and hook-up provided outside of Straight Time.

5.7 Stevedoring Access Fee (SAF)

5.7.1 The SAF is applicable and is payable by the party that is responsible for hiring and paying for the cost of stevedoring the Cargo, as set out in the attached Rate Schedule.

5.7.2 The party that is responsible for hiring and paying an Unaffiliated Stevedoring Company acknowledges and guarantees that the Unaffiliated Stevedoring Company is their invitee and is subject to the terms and conditions of this Tariff.

5.7.3 The party that is responsible for hiring and paying an Unaffiliated Stevedoring Company acknowledges and guarantees that the Unaffiliated Stevedoring Company will produce evidence of workers' compensation and liability insurance satisfactory to the Company.

5.7.4 The party that is responsible for hiring and paying an Unaffiliated Stevedoring Company acknowledges and agrees that it waives any and all claims that it may have now or in the future against the Company, and their respective directors, officers, employees, servants, representatives, and agents in relation to the services performed by the Unaffiliated Stevedoring Company.

5.7.5 The party that is responsible for hiring and paying an Unaffiliated Stevedoring Company acknowledges and agrees that it will indemnify,

defend and save harmless the Company, and their respective directors, officers, employees, servants, representatives, and agents from and against, any and all claims, damages, losses, costs, expenses and liabilities at any time suffered or incurred by the Company and/or their respective directors, officers, employees, servants, representatives, and agents, as a result of any negligent or wrongful act or omission of the Unaffiliated Stevedoring Company, or its directors, officers, employees, servants, representatives, and agents.

5.8 Fuel Surcharge

Squamish Terminals will assess a fuel surcharge for all cargo when the Vancouver BC monthly average retail price for diesel fuel is above \$1.75 per liter. This rate will be set monthly based on the published months average price per Statistics Canada as set out in the Rate Schedule (Section 11.11).

5.9 Port Security Fee

5.9.1 If Transport Canada, or some other duly authorized body, agency or government, raises the MARSEC Level above MARSEC Level (1), for the period that the MARSEC Level is above MARSEC Level (1), the Company may, at its sole discretion, assess and charge a port security fee (the "**Port Security Fee**") against Vessels as additional security costs associated with the increase in the MARSEC level. The Port Security Fee will be in addition to all other Fees due under this Tariff and will be paid by the Vessel Owner.

5.9.2 In the event of such an assessment, the minimum Port Security Fee will be calculated as per Rate Schedule (Section 11.11).

5.10 B.C. Maritime Employers Association Cargo Assessment

5.10.1 The Company will collect from the Vessel Owner and remit to the B.C. Maritime Employers Association all amounts assessable and payable by the Cargo Owner in relation to the applicable Cargo Assessment pursuant to the Schedule of Assessments published by the B.C. Maritime Employers Association as amended from time to time.

6. CARGO SERVICES

6.1 Request for Cargo Services

6.1.1 The provision of Cargo Services is subject to availability of Company resources and the amount of Traffic and is at the sole and absolute discretion of the Company.

6.2 Right to Refuse Cargo

- 6.2.1 The Company reserves the right, without responsibility for Demurrage, loss, or damage to Cargo, to refuse to receive, unload or to permit an Inland Carrier to unload or a Vessel to discharge:
- (a) Cargo, Containers or Chassis for which previous arrangements for space, unloading, or removal from the Terminal have not been made by the Shipper or Vessel Owner;
 - (b) Cargo the Company deems, in its sole and absolute discretion, to be hazardous, harmful, unsafe or illegal;
 - (c) Cargo, the value of which the Company determines, in its sole and absolute discretion, to be less than the probable charges for the Terminal Services;
 - (d) Cargo the Company deems, in its sole and absolute discretion, to not be suitably packed or presented for the ordinary handling incident to its transportation. Such Cargo, however, may be repacked or reconditioned and all expense, loss, or damage incident thereto will be to the account of the Shipper, Inland Carrier, or Vessel Owner; or
 - (e) Cargo, Containers, or Chassis in circumstances which, in the opinion of the Company, will prevent it from providing the usual levels of care and custody.

6.3 Cargo Services Generally

- 6.3.1 Subject to prior agreement, and the availability of Company resources and Traffic, as set out in paragraph 6.1.1, the Company will provide all Cargo Services from the receipt of Cargo to the delivery of Cargo.
- 6.3.2 Any additional, extra or special services require express agreement between the Shipper and the Company.
- 6.3.3 Any notifications required under this chapter regarding the receipt, delivery, movement or loading of Cargo must be made by the Shipper. Notification from any other party other than the Shipper will not be accepted. The Shipper will provide such notification in writing by email to: traffic.sqt@ssamarine.ca.
- 6.3.4 Vessels are accepted based on a berthing window. If this window is not met, the Company reserves the right, in its sole and absolute discretion, to refuse the Shipment or block stow Cargo and/or cross dock the Cargo.

6.4 Deemed Receipt or Delivery of Cargo

- 6.4.1 Cargo sent to the Terminal for loading on to a Vessel or an Inland Carrier will be deemed to have been received by the Company only when the Company has acknowledged in writing to the Shipper or the Vessel Owner that the Cargo has arrived at the Terminal, that the Cargo has been checked for quality and quantity and that the Company has accepted the Cargo for transfer to a Vessel, for transfer to an Inland Carrier or for storage by the Company pending transfer to a Vessel or transfer to an Inland Carrier, as applicable.
- 6.4.2 Until the Company has acknowledged receipt of the Cargo, the Cargo will be deemed to be in transit and the Company will not be responsible for the Cargo in any way or liable for any loss, damage to, or destruction of the Cargo.
- 6.4.3 Cargo will be deemed to have been delivered by the Company to a Vessel or an Inland Carrier, as the case may be, in good order unless the Vessel Owner or the Shipper gives notice to the Company in writing on a prescribed form approved by the Company that the Cargo is not in good order before the Cargo leaves the Terminal.
- 6.4.4 In the event the Shipper instructs the Company to deliver part of the Cargo shown on one Bill of Lading to a person other than the original consignee, and the Company carries out these instructions, the Cargo will be deemed to have been delivered in good order, and the Company will not be responsible in any way or liable for any loss, damage to, or destruction of the Cargo.
- 6.4.5 In the event of any claim made against the Company for loss or damage to or destruction of Cargo, the Company will have the benefit of the provisions of this Tariff by which the liability of the Company is excluded or limited.

6.5 Explosives and Hazardous Cargo

- 6.5.1 The acceptance, handling, or storage of Dangerous goods is subject to the Owner obtaining prior approval and making special arrangements with the Company. The acceptance, handling, or storage of Dangerous goods will be governed by all applicable laws, rules and regulations, including, without limitation, the *Transportation of Dangerous Goods Act*, the *Canada Shipping Act* (and the respective Regulations thereunder) and the I.M.O Regulations.
- 6.5.2 Dangerous goods must be prepared for shipment in accordance with I.M.O Regulations and a detailed description of the goods, including its

I.M.O. code and rating must be provided to the Company in advance by the Vessel's agent.

6.6 Cargo Requiring Refrigeration

6.6.1 With the exception of power connections for reefer containers, the Terminal offers no facilities for special handling of Cargo requiring refrigeration after discharge or before loading of Cargo to a Vessel. The Company will not be responsible for and will have no liability for the costs of special handling of Cargo that requires refrigeration or for additional services provided plus any special handling of Cargo, overtime costs or deterioration in respect of this Cargo unless specifically promised by the Company.

6.6.2 Where refrigerated Cargo is to be loaded or unloaded from a Vessel, the Vessel Owner will either arrange for the consignee of the Cargo to take immediate delivery of the Cargo when it is unloaded or arrange for delivery of the Cargo for outward movement at a proper time in order to permit the handling and loading of said Cargo onto the Vessel without delay, whichever is appropriate.

6.7 Cargo Services Charges

6.7.1 Labour and Terminal Equipment used for the provision of Cargo Services will be charged at the applicable Man Hour Rates and Equipment Rental Rates, as set out in the attached Rate Schedule (Section 11.).

6.8 Responsibility of Shippers – Importing Cargo

6.8.1 The Shipper or the Vessel Owner must provide the following information in writing in respect of Cargo sent to the Terminal:

- (a) identity and contact information of the Shipper;
- (b) Cargo description including identifying marks and numbers;
- (c) Cargo weights and measurements by unit and in total;
- (d) Cargo quantity;
- (e) special handling instructions for Cargo;
- (f) Cargo destination; and
- (g) Cargo carrier identity and contact information.

- 6.8.2 The information required under paragraph 6.8.1 must be received by the Company within a minimum of three (3) working days prior to the arrival at the Terminal of the Inland Carrier or the Vessel.
- 6.8.3 Where information set out in paragraph 6.8.1 is not provided to the Company within the time specified in paragraph 6.8.2, and as a result the Company incurs additional expense in dealing with the Cargo, including but not limited to charges for the preparation of Cargo documentation, the Shipper or the Vessel Owner will pay such costs.
- 6.8.4 If Cargo identification information (i.e., mark, lot, PO #) is not provided prior to the Vessel's discharge and/or is not clearly marked on the Cargo (i.e., end tags for pipe) additional Handling Charges may apply.
- 6.8.5 Despite 6.8.3, the Company may in its discretion refuse to receive Cargo if the information required under paragraph 6.8.1 is not provided within the time set in paragraph 6.8.2.

6.9 Responsibility of Shippers – Exporting Cargo

- 6.9.1 Shippers of export Cargo are responsible for the following:
- (a) Ensuring accurate Cargo weights and dimensions;
 - (b) Ensuring that Cargo is marked with plainly visible weight, dimension, centre of gravity, Vessel and destination;
 - (c) Providing the Company with pictures and/or diagrams depicting lifting points, any special lifting requirements and any abnormalities such as an off-centre centre of gravity that may affect the safe handling of the cargo. These details must be received by the Company in advance of delivery to ensure proper preplanning of Cargo handling can take place. not include any service or charge involving the use of special equipment or the special handling of goods;
 - (d) Providing one two-digit gross of theoretical weight (i.e. 3.9 MT); and
 - (e) Complying with all applicable laws, ordinances, rules and regulations, health, safety, environmental and sanitary regulations of all applicable regulatory bodies and those established from time to time by any applicable federal, provincial or local government agency, including but not limited to, the labelling requirements set out in the *Canada Shipping Act*, and the *Transportation of Dangerous Goods Act*.

- 6.9.2 Shippers must meet all regulatory requirements for countries of export including, but not limited to, ensuring that Cargo destined for Australia is clean and free of any contamination.
- 6.9.3 Failure to meet any of the requirements set out in paragraph 6.9.1 may lead to refusal loading said Cargo.
- 6.9.4 Shippers and/or truckers transporting Cargo to the Terminal for export must provide dock receipts with Cargo destination and accurate piece counts, weights, and dimensions per piece.

6.10 SSA Marine Squamish Gateway Improvement Fee (GIF)

- 6.10.1 Vessel Carriers – In addition to the Berthage rates, there will be a Gateway Improvement Fee (GIF) which will be charged at \$0.10 per meter per hour.
- 6.10.2 Cargo Owners – In addition to the General Commodity Rates, there will be a Gateway Improvement Fee (GIF) which will be charged at \$0.10/MT (all Forest Products) and \$0.16/MT (all Steel & Project Cargo).

6.11 Information to be Supplied to the Company

- 6.11.1 Vessel Owners are required to provide to the Company one complete copy of Vessels' manifests showing Cargo descriptions, names of consignees or consignors, and the weights and measurements of all Cargo loaded or discharged at the Terminal.
- 6.11.2 With respect to inbound loaded Containers, two copies of detailed Container load plans are also to be supplied along with a summary instruction list to identify the Disposition of each Container.
- 6.11.3 In lieu of manifests, certified Cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates' receipts" containing all information required above may be accepted.
- 6.11.4 The above information must be received by the Company within:
 - (a) in the case of Cargo loaded to a Vessel, seven (7) days after the Vessel's departure from the Terminal, and
 - (b) in the case of Cargo discharged at the Terminal, a minimum of three (3) working days prior to the Vessel's arrival to enable the Company to prepare invoices.

6.12 Right to Remove, Transfer, or Warehouse Cargo

- 6.12.1 The Company may require that the Cargo Owner remove Cargo from the Terminal after providing reasonable written notice to the Cargo Owner.
- 6.12.2 Cargo at the Terminal may be piled or restacked to make space, transferred to other locations or receptacles within the Terminal, or after providing the Cargo Owner with reasonable written notice, may be removed to public or private warehouses, at the Company's sole and absolute discretion, with all expense and risk of loss or damage to the account of the Cargo Owner or Vessel Owner, as applicable.
- 6.12.3 Cargo consisting of Dangerous goods which, by its nature, is liable to cause damage to or otherwise affect other Cargo, is subject to immediate removal from the Terminal or relocation to another location within the Terminal, at the Company's sole discretion, with all expense and risk of loss or damage to the account of the Cargo Owner or the Vessel Owner, as applicable.
- 6.12.4 Cargo remaining at the Terminal after the expiration of Free Time may be piled or re-piled to make space, transferred to other locations or receptacles within the Terminal, or after reasonable notice to the Shipper, removed to public or private warehouses with all expense and risk of loss or damage for account of the Owner, Shipper or Vessel as responsibility may appear.

6.13 Handling and Storage of Cargo

- 6.13.1 The Vessel Owner, Inland Carrier or Cargo Owner, as applicable, will provide the Company with written notification of any special handling requirements of any Cargo. Such notice will be provided within a reasonable period prior to receipt of the Cargo by the Company. Special handling will be charged at the applicable Man Hour Rates and Equipment Rental Rates, as set out in the attached Rate Schedule (Section 11.11).
- 6.13.2 Prior to acceptance by the terminal, the Company reserves the right to apply a surcharge or a premium rate that may be higher than what is outlined in the Tariff for Cargo items of extraordinary value. Application of a surcharge or premium rate is at the Company's sole and absolute discretion and will be determined on a case-by-case basis.
- 6.13.3 Cargo will be accepted for undercover storage subject to space availability and a premium will be applicable. Requests for space must be made in writing in advance of Cargo arrival to

traffic.sqt@ssamarine.ca and acceptance confirmed in writing by the Company.

- 6.13.4 Cargo will be sorted by ocean Bill of Lading when Terminal space allows. Bills of Lading in respect of Cargo under 25 M/T will incur a surcharge and may have to be consolidated with other Bills of Lading and delivered the same (i.e. block stowed with other similar Cargoes)
- 6.13.5 Inland Carriers are responsible for the supply of sufficient loading and securing materials and are responsible for the securing of Cargo to their trailers.
- 6.13.6 All other terms and conditions apply as per the Tariff as updated periodically.
- 6.13.7 Unless an express agreement has been reached with the Company, storage charges will not be transferable and will be payable by the party responsible for the terminal handling charges.

6.14 Use of Heavy Lift/Special Equipment

- 6.14.1 When because of the size or weight of the Cargo, the unloading or loading of Cargo between Inland Carriers and the Terminal must be performed utilizing a mobile crane or other heavy lift type Terminal Equipment, the Company will supply all such Terminal Equipment and the costs for the use and hire of the mobile crane and/or other heavy lift Terminal Equipment, including the crane and Terminal Equipment operators, will be charged as an additional amount to the Loading and Unloading Charges.

6.15 Direct Transfer

- 6.15.1 Cargo loaded or unloaded by the Company will not be checked by the Company. The Company will not be responsible for care and custody or for overloading, improper loading, condition, or outturn of Cargo loaded or unloaded.
- 6.15.2 The Company will also not accept responsibility for:
 - (a) the amount, condition, marks, or type of goods discharged by the Vessel; or
 - (b) delays to Vessel's gangs etc., due to positioning of railway cars and/or motor vehicles, or lack of such equipment.

- 6.15.3 Checking service, if requested, will be subject to charges in accordance with Man Hour Rates and Minimum Time, as set out in the attached Rate Schedule.
- 6.15.4 Where Cargo is transferred by means of Vessel slings between a Vessel and a closed railway car or a closed motor transport vehicle in a direct movement, the Cargo will be regarded as having occupied an ordinary place of rest in the course of the movement and Loading and Unloading Charges will be imposed in respect of such transfer in addition to Handling charges.
- 6.15.5 The Company reserves the right to refuse Direct Transfer services for all or part of a Shipment when the Company determines, in its sole and absolute discretion, that normal Breakbulk handling operations are sufficient.
- 6.15.6 A request for Direct Transfer will be deemed as acceptance of the terms and conditions set out herein.
- 6.15.7 Direct Transfer Charges are set out in the attached Rate Schedule (Section 11.).

6.16 Redelivery and Transshipment of Cargo

- 6.16.1 In the case of Cargo received at the Terminal for delivery to a Vessel that, due to conditions unforeseen at the time of receipt, must be redelivered to an Inland Carrier, or similarly, Cargo received at the Terminal intact in Containers or which is stuffed into Containers at the Terminal and which is subsequently diverted for transshipment by the Vessel Owner in lieu of a direct call of a Vessel to the Terminal, the charge or charges on the Cargo and Containers so handled will be the same as that applicable to Cargo handled to a Vessel making a direct call.
- 6.16.2 In the case of Cargo which is transshipped through the Terminal via separate terminal facilities, such as Cargo received at one terminal for reloading to a Vessel at the Terminal, all charges at the Terminal will be in accordance with the rates and charges as defined in this Tariff for inbound and outbound Cargo respectively, with the exception of Wharfage, which will be imposed only once.

6.17 Distribution and Transshipment of Cargo

- 6.17.1 The distribution of Cargo will be at the discretion of the Company. The Company will not be liable for any loss or damage caused, or contributed to, by this distribution of Cargo.

6.18 Stuffing and Destuffing Cargo

- 6.18.1 Stuffing and destuffing services include:
- (a) packing and unpacking of a Container;
 - (b) sealing and unsealing of a Container;
 - (c) recording seal numbers as required;
 - (d) furnishing a load plan of Cargo packed;
 - (e) unpacking Cargo and separating to shipment's Main Mark;
 - (f) checking the shipments unpacked for count and package condition; and
 - (g) furnishing a verified outturn report after completion of destuffing; and
 - (h) ordinary sorting, stacking and breaking down of Cargo.
- 6.18.2 Stuffing and destuffing services do not include the installation of or the removal of blocking and bracing materials and/or the removal or replacement of roof assemblies and covers of open top type containers. These services will be performed on a Man Hour and Equipment Rental basis, please refer to the Rate Schedule (Section 11.11).
- 6.18.3 Destuffing charges are based on the Cargo being laden in the Container in an orderly manner to permit the Cargo to be Destuffed by the head mark without the requirement of additional sorting to achieve an orderly separation of the goods to Bill of Lading quantity. When, because of mixing, the Cargo cannot be destuffed in Bill of Lading quantity without the involvement of additional sorting, such additional sorting will be performed on a Man Hour and Equipment Rental basis, please refer to Rate Schedule (Section 11.11).

6.19 Trucks and Railway Cars

- 6.19.1 Blocking and bracing of trucks and railway cars must be specifically requested in writing. Labour and dunnage supplied or arranged by the Company will be charged to the party requesting the blocking and bracing.
- 6.19.2 The Shipper will ensure the adequacy of stowage of Cargo upon loading of trucks or railway cars. The Company takes no responsibility for the adequacy of the stowage of Cargo and is not in any way liable for loss

or damage to or destruction of Cargo, howsoever caused, after completion of loading.

6.20 Demurrage – Inland Carriers or Vessels

6.20.1 The Company does not accept and is not responsible for any demurrage charged by any party, on either Inland Carriers or Vessels.

6.21 Free Time

6.21.1 For inbound Cargo carried by Vessel, Free Time is seven (7) days following the completion of unloading by the Vessel of all Cargo and Containers designated for discharge at the Terminal.

6.21.2 For outbound Cargo, Free Time is fourteen (14) days prior to the loading of the Vessel of all Cargo and containers designated for that Vessel.

6.21.3 Saturdays, Sundays and Holidays are counted in computing Free time.

6.21.4 The Company reserves the right to re-handle, block-stow or remove Cargo from the Terminal after the expiry of Free Time after Vessel discharge completion and any fees incurred in relation to the re-handling, block-stowing or removal will be for the account of the party protecting the Terminal Charges.

6.21.5 The Company accepts no responsibility for any loss or damage occurring as a result of deterioration of Cargo or breaking of bands on Cargo that remains at the Terminal after the expiry of Free Time.

6.22 Loading and Unloading Charges

6.22.1 The Rate for Loading and Unloading Charges denotes the movement of Cargo to/from a place of rest to/from gondola, closed railway car or closed motor transport vehicle, as set out in the attached Rate Schedule. This rate excludes labour and Terminal Equipment required to place or remove covers, vehicle's side assemblies, bracing and securing materials, and labour and materials for blocking and bracing.

6.22.2 The Rate for Loading and Unloading Charges denotes the movement of Cargo to/from a place of rest to/from railway flatcars, or the tailgate or bed of motor transport vehicles utilizing forklift equipment only, as set out in the attached Rate Schedule. This rate excludes any labour required to place or remove covers, vehicle's side assemblies, bracing and securing materials, and labour and materials for blocking and bracing.

- 6.22.3 Loading and Unloading Charges do not include blocking and bracing. Blocking and Bracing services will be provided at Man Hour and Equipment Rental Rates, as set out in the attached Rate Schedule plus materials supplied which will be charged at cost plus fifteen percent (15%). Blocking and Bracing services will be carried out in accordance with the specifications of the carrier.

6.23 Container Operations

- 6.23.1 Container handling provided by the Company includes the following services:
- (a) Loaded Container Handling Services;
 - (b) Empty Container Handling Services;
 - (c) preparing a discharge/loading sequence list, outbound dangerous Cargo list, an outbound reefer Container list, an exceptions list, an inbound outturn report and a rehandling report;
 - (d) planning the layout of Containers in the Container Yard; and
 - (e) liaising with Inland Carriers.
- 6.23.2 Containers will be received and placed in the Container Yard in accordance with instructions from the Vessel Owner or Inland Carrier and where instructions are not received or are changed after they are received, as a result of which rehandling of containers is necessary, the Vessel Owner or Inland Carrier will be charged for the rehandling operations, as applicable.
- 6.23.3 The Company will not be responsible for damage to Containers or contents caused by the weather while in outside storage or in transit at the Terminal.
- 6.23.4 Loaded and Empty Container Handling charges will be imposed on each occasion the service is performed, as set out in the attached Rate Schedule and will be paid by the Ocean Carrier or receiver.
- 6.23.5 The reporting by the Company of the condition of a Container or Chassis on equipment interchange receipts is limited to reporting external damage and exceptions that can be readily seen by the human eye which are deemed sufficient to cause the Container or Chassis to be unserviceable for further use in connection with the safe carriage of Cargo unless repaired. Normal wear and tear caused to a Container or Chassis, such as minor scrapes, dents and abrasions that do not interfere with the serviceability of the equipment, and hidden damage

that cannot be seen at the time the inspection is made, such as hairline cracks, pin holes, etc. and the condition of the floor, undercarriage and top of a Container is specifically excluded.

6.24 Container Storage

- 6.24.1 Containers accepted for storage will be assembled in a block stow configuration separated by Owner, size, and general type only.
- 6.24.2 Normal retrieval of Containers when effecting redelivery will be conducted on the basis of first container available from the storage pile with due diligence and care being taken to maintain to the extent possible a revolving inventory.
- 6.24.3 When requests are received to retrieve Containers by specific series or number or by any other special identifying feature which may result in the need to dig within the storage pile to retrieve the Container requested, an additional Yard Rehandling Charge will be assessed for each additional Container move required in order to retrieve the Container requested, as set out in the attached Rate Schedule (Section 11.11).
- 6.24.4 Empty Containers will only be accepted for storage subject to there being sufficient available space at the Terminal to accommodate same and providing such space is not otherwise required to accommodate loaded Containers or other Cargoes which may be designated to transit the Terminal.
- 6.24.5 Acceptance of empty Containers at the Terminal is made with the full understanding by the Ocean Carrier or the Inland Carrier that in the event the space being occupied by the empty containers should be later required to accommodate Cargoes or Containers intended to transit the Terminal, the Ocean Carrier or Inland Carrier will at its own cost relocate the empty Containers from the Terminal forthwith.

7. OTHER SERVICES

7.1 Anti-Stain Treatment

- 7.1.1 The Company can arrange anti-stain treatment with an external third-party service provider upon request. The Company will not be responsible nor liable for any claims or effectiveness of this treatment. All costs for this treatment are for the account of the party requesting this service.

7.2 Servicing of Self-Propelled Vehicles

- 7.2.1 The Company can prepare vehicles for carriage by sea to comply with the requirements of the Ocean Carrier including disconnecting battery cables and draining excess fuel.
- 7.2.2 The fees for servicing of self-propelled vehicles are set out in the attached Rate Schedule (Section 11.11).

7.3 Return of Leased Equipment

- 7.3.1 Upon written request and instructions from Ocean Carriers, the Company may, in its sole and absolute discretion, accept custody of equipment to be returned to leasing companies.
- 7.3.2 The Company will act only as custodian for the parties and will not be responsible or liable for any conditions of transfer except the giving and taking of receipts.
- 7.3.3 All charges that may accrue in respect of the leased equipment while in the Company's custody must be guaranteed and paid directly by the Ocean Carriers.

8. GENERAL COMMODITY BREAKBULK CHARGES

8.1 Export Forest Products

- 8.1.1 The Terminal Charges for Export Forest Products are set out in the attached Rate Schedule (Section 11.11).
- 8.1.2 Terminal Charges on packaged lumber are based on lumber packages conforming to the BC Export Packaging Schedule.
- 8.1.3 Barge unloading rates will be quoted upon request and are subject to a description of barge equipment to be utilized and the Cargo stowage pattern.

8.2 Steel Products

- 8.2.1 The Terminal Charges for Steel Products, as set out in the attached Rate Schedule on Page 50, are based on normal handling and do not include any service or charge involving the use of special equipment or the special handling of Cargo.
- 8.2.2 Terminal Charge rates for Steel Products will be applied to theoretical or gross weights, whichever is greater.

- 8.2.3 The Company will not be responsible for any mis-shipment of Steel Products that is not properly/uniquely "Head Marked" (i.e. any pipe without affixed tags to both ends of the pipe or inside both ends so that personnel can quickly and safely identify the mark or plate without the HEAD MARK clearly labelled on the edge trim of each plate).
- 8.2.4 Steel Products (i.e. bundled pipe) that arrive at the Terminal in unsafe stacking and/or handling condition (i.e. broken or missing bands) will be re-banded or re-stacked to safety handling guidelines at the sole cost, expense and risk of the customer.

8.3 General Commodity Breakbulk Charges

- 8.3.1 Explanation of Units:
- | | |
|------|---|
| W | per 1,000 kgs |
| M | per cubic meter |
| M/E | charged on the basis of man hours and equipment |
| MFBM | per 1,000 foot board measure. |

9. LIMITATION AND EXCLUSIONS FROM LIABILITY

9.1 Requirements for Liability

- 9.1.1 Any potential liability of the Company will be subject to the terms of this Tariff.
- 9.1.2 It is an express condition of the performance by the Company of the Terminal Services that the Company will not be liable for any delay, loss, destruction or damage to or destruction of Cargo, Vessels, Inland Carriers or any other property whatsoever and the Company will not be liable for any injury to person or death caused by such injuries occurring in, on or about the Terminal, unless in each and every case:
- (a) the delay, loss, destruction or damage occurred directly and solely as a result of the proven negligence or wilful misconduct of the Company or an officer or employee of the Company acting within the scope of their duties and employment;
 - (b) within thirty (30) days after the subject Cargo, Containers or Chassis were removed or should have been removed from the Terminal, written notice of the delay, loss, destruction or damage

and the general nature thereof is given in writing to the Company; and

- (c) legal proceedings to enforce a claim for such delay, loss, destruction or damage are commenced against the Company within six (6) months following the subject Cargo, Containers or Chassis were removed or should have been removed from the Terminal.

9.2 Environmental Liability

9.2.1 Without limiting the generality of the foregoing:

- (a) A Vessel Owner must not cause or permit anything to be done on or to the Property that would result in Contamination of or on or within the Property or to any lands, soils, groundwater or bodies of water adjacent to the Property.
- (b) The Company will not have any liability for, and the Vessel Owner will be responsible for and must bear all costs of:
 - (i) any Remediation of Contamination of, on or within the Property or groundwater to the extent such Contamination emanates from the Vessel or is caused or permitted by the Vessel Owner or its employees, servants, representatives, agents, contractors (other than the Company), licensees, invitees or any person for whom the Vessel Owner is responsible in law; and
 - (ii) any Remediation of Contamination of, on or within lands, soils, groundwater or bodies of water adjacent to the Property where the Contamination emanates from the Vessel or is caused or permitted by the Vessel Owner or its employees, servants, representatives, agents, contractors (other than the Company), licensees, invitees or any person for whom the Vessel Owner is responsible in law.
- (c) If the Vessel Owner fails to complete in accordance with this Tariff, any Remediation of Contamination for which the Vessel Owner is responsible under this Tariff after written notice to do so from the Company, the Company may (but will not be obligated to) carry out such Remediation without further notice to the Vessel Owner and the Vessel Owner will pay to the

Company, upon demand, all costs, charges and expenses in connection therewith, plus administration fees equal to fifteen percent (15%) of such costs, charges and expenses, and all applicable taxes.

- (d) The Vessel Owner will indemnify, defend and save harmless the Company, and their respective directors, officers, employees, servants, representatives, and agents from and against, any and all claims, damages, losses, costs, expenses and liabilities at any time suffered or incurred by the Company, and/or their respective directors, officers, employees, servants, representatives, and agents, or any of them, in connection with or by reason of or resulting from or arising in any manner whatsoever out of:
 - (i) Contamination of, on or within the Property or any lands, soils, groundwater or bodies of water forming part of or adjacent to the Property, that emanates from the Vessel or is caused or permitted by the Vessel Owner, its employees, servants, representatives, agents, contractors (other than the Company), licensees, invitees or any person for whom the Vessel Owner is responsible in law; and
 - (ii) any Remediation of Contamination referenced in subclause (i) above; and
 - (iii) any act or omission of the Vessel Owner in, on or about the Property.

9.3 Limitation of Liability

- 9.3.1 It is an express condition of the performance by the Company of the Terminal Services that the Company, and their respective directors, officers, employees, servants, representatives, and agents will be released, remised, discharged, indemnified and held harmless by all users whether directly liable for charges under this Tariff or not, from and against any and all liability whatsoever for any loss, damage, actions, claims, suits, proceedings, costs (including legal fees and related expenses on a solicitor and own client basis), charges, demands, expenses, or any other proceedings whatsoever brought or suffered by any person whether in respect of injury to persons (including death), damage to or loss of property, environmental damages, and environmental cleanup costs that arises in any way out of or is occasioned whether wholly or partly by an occurrence or non-

occurrence at the Terminal or on the Property involving any user of the Property.

9.3.2 The Company will in any event not be liable for any damage (concealed or otherwise) to or destruction or loss of Cargo, Containers or Chassis, in any amount exceeding:

- (a) in the case of Cargo, the lesser of:
 - (i) the landed cost of the Cargo (invoiced cost as paid to the supplier, plus freight, insurance, and duty paid and not refundable); or
 - (ii) one hundred dollars (\$100.00) per Customary Freight Unit (and trailers, boxcars and Containers will for such purposes be considered customary freight units); unless the nature and value of the Cargo had been declared in writing to the Terminal at or before the time the Cargo was received at the Terminal, in which event the liability of the Company will be limited to the landed cost of the Cargo received at the Terminal, in which event the liability of the Company will be limited to the landed cost of the Cargo (including invoiced cost as paid to the supplier, plus freight, insurance and duty paid and not refundable).
- (b) In the case of Containers, Chassis or Vessels, at the option of the Company, either:
 - (i) the cost of replacing Containers, Chassis, or Vessels totally lost or destroyed directly and solely as a result of negligence or wilful misconduct of the Company, with Containers or Chassis of the same size, age, quality and condition as those totally lost or destroyed; or
 - (ii) the cost of repairing damage to Containers, Chassis or Vessels caused directly and solely by the negligence or wilful conduct of the Company.

9.3.3 Notwithstanding any other provisions of this Tariff, the Company will not in any circumstances be liable for any cause to which Chapter 11.2 applies.

9.3.4 Notwithstanding any other provisions of this Tariff, the Company will not in any circumstances be liable for any economic loss or loss of profit or bargain or for any indirect or consequential damages or loss

whatsoever, whether or not any such damages or loss are caused by or arise from negligence or wilful misconduct on the part of the Company.

9.4 Limitation of Liability to Benefit Employees and Agents

9.4.1 It is an express condition of the performance by the Company of the Terminal Services that every exemption from liability, limitation and condition contained in this Tariff for the benefit of the Company and every defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled under the Tariff will also be available and will extend to protect every director, officer, employee, servant, representative, and agent.

9.5 Exclusions, Exemptions and Limitations in Bills of Lading Applicable

9.5.1 It is an express condition of the performance by the Company of the Terminal Services that the Company, and its directors, officers, employees, servants, representatives, and agents will also be entitled to the same rights, immunities, exceptions, exemptions, restrictions and limitations of liability provisions of all contracts of carriage as are set out in the Vessel Owner or Inland Carrier's favour in any Bill of Lading, contract of carriage or other shipping document relating to the Cargo in question and, in the case of Vessel passengers, in passenger tickets or contracts between passengers and the carrier.

9.5.2 It is an express condition of the performance by the Company of the Terminal Services that the Vessel Owner will include the Company or arrange to have it included as an express beneficiary, to the extent of the Terminal Services to be performed hereunder, of all rights, immunities and limitation of liability provisions of all contracts of affreightment, as evidenced by the Vessel Owner's or any other Owner's standard Bills of Lading, issued by the Vessel Owner or any other Owner. Whenever the customary rights, immunities or liability limitations are waived or omitted by the Vessel Owner, the Vessel Owner agrees to hold the Company harmless from, and indemnify it against, any resultant increase in liability.

9.5.3 It is an express condition of the performance by the Company of the Terminal Services that in the event the Ocean Carrier is not the performing carrier of the Cargo to be handled by the Company, the Vessel Owner expressly agrees that all rights, immunities and liability limitations contained in the performing carrier's applicable Bill of Lading will enure to the benefit of the Company. The Vessel Owner agrees that in no event will the Company have any liability in excess of that of the carrier respecting loss or damage of Cargo and agrees to hold the Company harmless from and indemnify it against any liability incurred

by the Company in excess of that of the performing carrier respecting loss or damage to Cargo.

9.6 Exclusions, Exemptions and Limitations are Cumulative

9.6.1 The exclusions, exemptions and limitations of liability set forth in or referred to in this Tariff are cumulative and are in addition to and not in substitution for or in limitation of any other clauses excluding, exempting or limiting liability as set forth in this Tariff or any exclusions, exemptions or limitations of liability upon which the Company may rely at law or in equity, including, but not limited to, those set out in Section 30 of the *Marine Liability Act*.

9.7 Burden of Proof

9.7.1 It is an express condition of the performance by the Company of Terminal Services that, in any legal or other proceeding in which destruction, damage, loss or disappearance of the Cargo is in issue, the burden of proving the fact of such destruction, damage, loss or disappearance, the cause thereof, and the responsibility therefore, will lie always with the claimant; the Company, its directors, officers, employees, servants, representatives, and agents being at all times presumed to have exercised due care in the custody and handling of the Cargo until the contrary is specifically proved by evidence.

9.7.2 It will be the responsibility of the claimant to establish its claim and the liability of the Company pursuant to the terms of this Tariff, by means of proper documentation and other evidence which the claimant will provide to the Company along with their claim.

9.8 No Right of Deduction or Set-Off

9.8.1 Notwithstanding any liability or alleged liability of the Company under this Tariff or otherwise, the Owner or any other party responsible for charges under this Tariff, will not be entitled by reason of any such liability or alleged liability to any deduction from, reduction of, set-off against, or waiver of, any charges payable to the Company, all of which will be paid in full as and when due.

9.9 Insurance

9.9.1 It is an express condition of the performance by the Company of the Terminal Services that the Shipper maintain adequate insurance providing for coverage sufficient to indemnify the Company for any loss or damage in relation to any Cargo subject to this Tariff.

9.10 Owner's Risk

- 9.10.1 Owners acknowledge and agree that there is an inherent risk to shipping Breakbulk Cargo, and the Company will not be responsible for any delay, loss, damage, or expense related to weather.
- 9.10.2 Cargo that by its inherent nature is subject to deterioration, shrinkage, oxidation, wastage, decay, or any glass, liquids, and fragile articles will be accepted by the Company only at the Cargo Owner's risk for rust, tarnish, discolouration, breakage, leakage, chafing, and similar loss or damage that may occur despite accepted practices for the care of Cargo.
- 9.10.3 All Inland Carriers, watercraft, timber and log or lumber rafts, if and when permitted by the Company to be moored in slip, at mooring dolphins, at wharves, or alongside Vessels, are at the Owner's risk for loss or damage.
- 9.10.4 Every Vessel, float, derrick, pile driver or section of logs or part thereof that is moored or berthed at or adjacent to the Terminal or in the process of arriving or departing therefrom will be at the sole risk of the Owner.
- 9.10.5 All trucks, railcars, rail locomotive vehicles coming on to the Terminal do so at the sole risk of the owners of the vehicles.

10. DISPUTE RESOLUTION

10.1 Dispute under Tariff

- 10.1.1 Any dispute arising out of the operation of, or the services provided under, this Tariff, will be resolved using the dispute resolution procedure contained herein.

10.2 Procedure on Dispute

- 10.2.1 All disputes arising under this Tariff which are not resolved by the Company and the Vessel Owner, Inland Carrier, Cargo Owner and Shipper as applicable will be determined in accordance with paragraph 11.1.1 herein.

11. TERMS OF GENERAL EFFECT

11.1 Governing Law

- 11.1.1 This Tariff and any Terminal Services performed hereunder will be governed by and construed in accordance with the laws of the Province

or the federal laws of Canada as applicable, and all disputes arising hereunder will be referred to and settled by the courts of the Province of British Columbia or the Federal Court of Canada, as applicable.

11.2 Force Majeure

11.2.1 Without limiting the generality of the foregoing, it is an express condition of the performance by the Company of the Terminal Services that the Company, and their respective directors, officers, employees, servants, representatives, and agents will not be liable for:

- (a) any delays in loading, unloading, receiving, delivering or handling of any Cargo, or;
- (b) any damage (concealed or otherwise) to or destruction or loss of any Cargo, Containers, Chassis, or any other property whatsoever in, on or about the Terminal caused by or arising from fire, war, explosion, civil commotion or disturbance, riots, labour relations disputes of any kind (including without limitation strikes, walkouts, work stoppages, slowdowns, lockouts, boycotts and "hot" declarations) whether affecting employees of the Company or any other person or entity, labour shortages, equipment failures or breakdowns whether or not due to the fault or negligence of the Company, flood, earthquake, wind, water, rain, frost, snow, ice, tempest, other acts of God, the negligence or wilful misconduct of others, animals, insects, rodents, vermin, decay, oxidation, rust, deterioration, evaporation, shrinkage, inherent vice of product, leakage or discharge from fire protective sprinklers, or
- (c) any other cause or thing whatsoever, save and except only to the extent that such delays, damage, destruction or loss will occur directly and solely as a result of negligence or wilful misconduct on the part of the Company, and subject in any event to the limitations of liability set out herein.

11.3 English Language

11.3.1 This Tariff, and ancillary documents, will be drafted exclusively in the English language. All notices or other communications under this Tariff must be in English.

11.4 Canadian Currency

11.4.1 Unless otherwise specified any reference to money in this Tariff is to Canadian currency.

11.4.2 All payments to the Company must be in Canadian currency.

11.5 Waiver

11.5.1 No failure or delay by the Company in enforcing any right, complying with any provision of the Tariff or exercising any remedy will be deemed as a waiver of such right or remedy.

11.6 Amendments

11.6.1 No amendment to this Tariff will be valid or effective unless the amendment is published in accordance with this Tariff.

11.6.2 Any change or modification to any provision or term of this Tariff must be in writing and signed by the Company.

11.7 No Creation of Relationship

11.7.1 This Tariff does not make any party a partner or agent of any other party and does not create any relationship whereby the acts of one party may bind the others or result in any liability to the other. Unless otherwise agreed, this Tariff forms the whole of the relationship between the Company and other parties and is limited to the provision of the Terminal Services by the Company.

11.8 Severability

11.8.1 If any provision or any part of a provision of this Tariff is or becomes unenforceable, invalid or illegal for any reason whatsoever, such invalidity, illegality or unenforceability will not affect any other term or provision of this Tariff, and the remainder of this Tariff will remain in effect as if this Tariff had been executed without the impugned provision or part of the provision.

11.9 Headings not Interpretative

11.9.1 Any headings contained in this Tariff are for convenience only and will not be considered when interpreting this Tariff.

11.10 Security

11.10.1 Owners and their directors, officers, employees, servants, representatives, and agents will comply with any security procedures established by the Company and any security laws, statutes and regulations in force from time to time and that apply to the Company and the Terminal.

11.11 Rate Schedule

RATE SCHEDULE A							
2.0 DEFFINITIONS							
2.1.12 Container Gate Charge							
Container Gate Charge (Per container)	\$ 118.80						
2.1.13 Container Repositioning Charge							
Container Repositioning Charge (Per move)	\$ 118.80						
2.1.18 Covering Charge							
Covering Charge	By Arrangement						
2.1.21 Distribution Charge							
Distribution Charge	By Arrangement						
2.1.25 Equipment Rental Hour Rates							
Lift Trucks, >8,000 lbs (>3,629 kg)	\$ 92.00						
Lift Trucks, 8,000 lbs - 10,000 lbs (3,269 kg to 4,536 kg)	\$ 112.00						
Lift Trucks, 10,000 lbs - 16,000 lbs (4,536 kg to 7,258 kg)	\$ 164.50						
Lift Trucks, 16,000 lbs - 35,000 lbs (7,258 kg to 15,875 kg)	\$ 252.50						
Lift Trucks, 35,000 lbs - 55,000 lbs (15,875 kg to 24,948 kg)	\$ 319.00						
Lift Trucks, 55,000 lbs - 90,000 lbs (24,948 kg to 40,824 kg)	\$ 385.60						
Rail Car Pusher/Front End Loader	\$ 319.00						
Reach Stacker, 99,000 lbs (45,000 kgs)	\$ 385.60						
Skid Steer	\$ 101.00						
Tractor	\$ 130.00						
Trailer	\$ 22.00						
Tractor & Trailer	\$ 152.00						
2.1.37 Labelling Charge							
Labeling Charge	By Arrangement						
2.1.41 Man Hour Rates							
	A	B	C	D	E	F	G
Head Foreman	\$ 172.27	\$ 198.11	\$ 37.01	\$ 39.78	\$ 78.97	\$ 84.97	\$ 139.48
Foreman	\$ 168.89	\$ 194.22	\$ 35.41	\$ 38.17	\$ 75.81	\$ 81.79	\$ 136.30
Longshoreman #1 Tradesman (Certified)	\$ 112.41	\$ 129.22	\$ 26.14	\$ 28.16	\$ 55.95	\$ 60.38	\$ 100.63
Longshoreman #2 Dock Gantry Operator, Locomotive Engineer, Stradle Carrier & Bulk Operator	\$ 109.58	\$ 126.02	\$ 26.14	\$ 28.16	\$ 55.95	\$ 60.38	\$ 100.63
Longshoreman #3 Switchman, Paperman, Ship & Dock Mobile Equipment Operator (Other than defined in #4), Lead Hand, Tradesman (Uncertified), Head Checker	\$ 108.94	\$ 125.28	\$ 26.14	\$ 28.16	\$ 55.95	\$ 60.38	\$ 100.63
Longshoreman #4 Lift Truck Operator (14,000 lbs and under), checker, Truck Driver (Air Brake Certified)	\$ 108.68	\$ 124.98	\$ 26.14	\$ 28.16	\$ 55.95	\$ 60.38	\$ 100.63
Longshoreman Basic	\$ 107.76	\$ 123.92	\$ 26.14	\$ 28.16	\$ 55.95	\$ 60.38	\$ 100.63
A = Delay Rates							
B = Extra Labour - Cost Plus (i.e. normal charge-out rate)							
C = 1630 - 0100 Monday to Friday							
D = 0800 - 1630 Saturday							
E = 0100 - 0800 Monday to Friday							
F = 1630 - 0100, 0100 - 0800 Saturday; Sunday all shifts							
G = Recognized Holiday all shifts							
2.1.57 Standby Charge							
Standby Charge	Man Hour Rates						

4.0 CHARGES, RATES, AND FEES								
4.1.4 Storage Charge								
Storage Charge	By Arrangement							
4.2.1 Shift Extension Rates								
	A	B	C	D	E	F	G	H
Head Foreman	\$ 69.72	\$ 139.48	\$ 125.26	\$ 129.39	\$ 188.20	\$ 197.19	\$ 218.00	\$ 278.96
Foreman	\$ 68.15	\$ 136.30	\$ 121.27	\$ 125.38	\$ 181.84	\$ 190.82	\$ 212.64	\$ 272.60
Longshoreman (All Classes)	\$ 50.31	\$ 100.63	\$ 89.55	\$ 92.56	\$ 134.25	\$ 140.88	\$ 156.96	\$ 201.25
<i>A = Monday to Friday: 0800-1630; 1 Hour Shift Extension & 1/2 Hour Meal Penalty</i>								
<i>B = Monday to Friday: 0800-1630; 3 Hour Minimum, 4 Hour Maximum Shift Extension, Head Foreman and Foreman Double Shift Rate</i>								
<i>C = Monday to Friday: 1630-0100; All Shift Extensions & 1/2 Hour Meal Penalty</i>								
<i>D = Saturday: 0800-1630; 1 Hour Shift Extension 1/2 Hour Meal Penalty</i>								
<i>E = Monday to Friday: 0100-0800; All Shift Extensions & 1/2 Hour Meal Penalty</i>								
<i>F = Saturday 1630-0100; 0100-0800; Sunday all shifts; All Shift Extensions & 1/2 Hour Meal Penalty</i>								
<i>G = Saturday 0800-1630; 3 Hour Minimum; 4 Hour Maximum Shift Extension</i>								
<i>H = Recognized Holiday: All shifts; All Shift Extensions & 1/2 Hour Meal Penalty</i>								
4.6.3 Minimum Billing Charge								
Minimum Billing Charge	\$ 25.00							
5.0 VESSEL SERVICES								
5.2 Berthage								
Coastwise Carriers								
Per meter or portion thereof	\$ 0.26							
Minimum Berthage Charge	\$ 192.00							
All Other Vessels								
Per metre for each eight (8) consecutive hours or part thereof	\$ 7.10							
Per metre for each hour, or portion thereof, when any fraction of an eight (8) hour period remaining at the end of one or more eight (8) hour periods does not exceed four (4) hours.	\$ 0.90							
Per metre for each eight (8) consecutive hours or fraction thereof on all days defined as non-working days in the Collective Agreement between the ILWU and the BCMEA (ie. Labour Day, Christmas Day and New Year's Day).	\$ 3.58							
Per metre for each hour, or portion thereof, when any fraction of an eight (8) hour period remaining at the end of one or more eight (8) hour periods does not exceed four (4) hours on all days defined as non-working days in the Collective Agreement between the ILWU and the BCMEA (ie. Labour Day, Christmas Day and	\$ 0.51							
Minimum Berthage Charge	\$ 998.00							
5.4 Vessel Line Handling Charge								
		Tying Up	Letting Go					
0800 to 1630 Monday to Friday, inclusive.		\$ 2,592.00	\$ 1,730.00					
1630 to 0100 Monday to Friday, inclusive.		\$ 3,219.00	\$ 2,148.00					
0100 to 0800 Monday to Friday, inclusive		\$ 3,935.00	\$ 2,625.00					
0800 to 1630 Saturday		\$ 3,268.00	\$ 2,180.00					
1630 to 0100 & 0100 to 0800 Saturday & Sunday (all day)		\$ 4,041.00	\$ 2,696.00					
Holidays at Anytime		\$ 5,007.00	\$ 3,340.00					
5.5 Mobile Gangway								
Mobile Gangway, per vessel per hour or part thereof	\$ 160.00							
5.6 Fresh Water Charges								
Service & hook-up (incl. thirty (30) metres (100 feet) of hose	\$ 206.27							
Per additional fifteen (15) metre (50 feet) section of hose section	\$ 41.82							
Per one thousand (1,000) kilograms (2,204 pounds) of water supplied	\$ 7.31							
5.7 Stevedoring Access Fee (SAF)								
Forestry Products								
Packaged Lumber (by MFBM)	\$ 1.65							
Woodpulp per Tonne W	\$ 1.65							
Steel Products per Tonne W	\$ 2.75							
All Products N.O.S per Tonne W	\$ 5.50							
5.8 Fuel Surcharge per Tonne M/W								
Average Price is between \$1.75 and \$2.00	\$ 0.25							
Average price is between \$2.01 and \$2.25	\$ 0.50							
Average price is between \$2.26 and \$2.50	\$ 0.75							
Average price is between \$2.51 and \$2.75	\$ 1.00							
Average price is between \$2.76 and \$3.01	\$ 1.25							
5.9 Port Security Fee								
Port Security Fee, per vessel per hour or part thereof	\$ 50.00							
Minimum Port Security Fee	\$ 500.00							

6.0 CARGO SERVICES			
6.14 Direct Transfer			
Between Vessel and Inland Carriers			
Inwards Products from Vessel per Tonne W			\$ 29.20
Inwards Products from Vessel per Tonne M			\$ 25.30
Outwards Products to Vessel per Tonne W			\$ 20.50
Outwards Products to Vessel per Tonne M			\$ 16.50
Yachts and Boats Minimum Charge			\$ 1,280.00
Between Vessel and Barge/Water			
Inwards Steel Products from Vessel per Tonne W			\$ 16.25
Inwards N.O.S Products from Vessel			By Arrangement
Outwards N.O.S Products from Barge/Water			By Arrangement
Yachts and Boats Minimum Charge			\$ 1,280.00
Empty Cradle Handling			
Delivery/Receiving to/from to/from Vessel (per unit)			\$ 695.00
6.17 Stuffing and Destuffing Cargo			
Destuffing Charge			By Arrangement
6.22.4 Loaded and Empty Container Handling Charges			
		Empty	Loaded
Container Handling Charge (excludes container gate charge)		\$ 407.40	\$ 519.00
7.0 OTHER SERVICES			
7.2.1 Servicing of Self-Propelled Vehicles			
Passenger Automobiles			By Arrangement
Other vehicles, including trucks, tractors, campers, bulldozers, lift trucks & road building equipment			By Arrangement
8.0 GENERAL COMMODITY BREAKBULK CHARGES			
8.1 Export Forest Products			
Lumber	Centerbeam	Van/Railcar	Flat Deck Truck
Custom Cut Lumber per MFBM	\$ 48.15	\$ 49.73	\$ 45.06
Standard Packaged Lumber per MFBM	\$ 46.05	\$ 47.63	\$ 42.96
<i>Note #1: Add \$2.50/MT to rate if lumber non-prestickered</i>			
<i>Note #2: A surcharge may apply to packaged lumber less than 8' in length or non-standard packages</i>			
Direct Transfer Barge to Vessel per MFBM			\$ 10.03
Miscellaneous Services per MFBM			By Arrangement
Shifting (without sorting) per MFBM			\$ 17.39
Stenciling (during receipt from inland carrier) per MFBM			\$ 14.21
Stuffing (excludes wharfage, receiving & container charges) per MFBM			By Arrangement
Undercover Storage (upon request) per MFBM			\$ 18.24
Woodpulp	Rail	Van	Flat Deck Truck
1-15 Tonne Units per Tonne W	\$ 43.32	\$ 47.57	\$ 38.38
2 Tonne Units per Tonne W	\$ 39.25	\$ 43.32	\$ 33.96
Loose Bales & Other per Tonne W	\$ 44.13	-	\$ 39.96
Direct Transfer Barge to Vessel per Tonne W			\$ 11.04
Miscellaneous Services per Tonne W			By Arrangement
Stenciling (during receipt from inland carrier) per Tonne W			\$ 4.82
Stuffing			
1-1.5 Tonne Units per Tonne W			By Arrangement
2 Tonne Units per Tonne W			By Arrangement
Loose Bales & Other per Tonne W			By Arrangement
Unitizing (8 bale units) per Tonne W			\$ 44.47
8.2 Steel Products			
Steel			Flat Deck Truck
Beam per Tonne W			\$ 62.32
Coil, Eye-Up (palletized) per Tonne W			\$ 52.41
Coil, Horizontal per Tonne W			\$ 45.78
HSS (Hollow Structural Steel) Tubing, Bundled Over 1 Tonne up to 48 ft. Length per Tonne W			\$ 66.66
Pipe, Bundled Over 1 Tonne up to 60 ft. length per Tonne W (based on average weight pre bill of lading)			\$ 52.78
Pipe, Bundled Under 1 Tonne up to 60 ft. length per Tonne W (based on average weight pre bill of lading)			\$ 65.80
Pipe, Bundled or Loose .125" Wall Thickness or Lighter			\$ 104.86
Pipe, Loose up to 12" Diameter up to 60 ft. Length per Tonne W			\$ 70.76
Pipe, Loose over 12" Diameter up to 60 ft. Length per Tonne W			By Arrangement
Plate			\$ 56.75
Plate, Sorting Charge if Received in Mixed Lifts from Vessel			By Arrangement
Rebar, Bundled & Pre-Slung up to 30 ft. per Tonne W			\$ 56.77
Rebar, Bundled & Pre-Slung over 30 ft. to 50 ft. per Tonne W			\$ 59.47
Rebar, Bundled & Pre-Slung over 50 ft. to 60 ft. per Tonne W			\$ 61.39
Rebar/Wire Rod, Coil per Tonne W			\$ 52.67
Rebar, Not Pre-Slung per Tonne W			By Arrangement
Round Bar/Flat Bar Per Tonne W			\$ 59.67
N. O. S. or Crated Steel per Tonne W			\$ 76.04