

**SSA MARINE CANADA LTD.**

**SHIP STEVEDORE STANDARD  
SERVICE AND RATE AGREEMENT**

## **1 Fees; Expenses; Reference to Tariff**

1.1 In consideration of the provision of the Services by SSA Marine, the Customer shall pay the fees at the rates set forth in the Schedules attached to this Agreement.

1.2 The Ship Stevedore Rates set out in the Schedules do not account for dock overtime, shift differential, premium time, non-productive delays including No Work Provided which means shift dead time on completion of cargo discharge, cargo assessments or vessel delay time on delivery of the cargo to the vessel, and such amounts, if incurred, will be for the account of the Customer and will be billed by the terminal. If, any prepayments are requested by SSA Marine, they will include estimates for all services per above.

## **2 Force Majeure**

2.1 No Party will be liable for a delay in performing or failure to perform its obligations under this Agreement if any such delay or failure is due to Force Majeure, and if a Party is delayed in or prevented from performing any obligation under this Agreement due to Force Majeure, then, subject to Sections 2.2, 2.3 and 2.4, the time for performing such obligation shall be extended by the length of time the Force Majeure operated to delay or prevent performance of such obligation, provided that the foregoing shall not relieve a Party from any obligation to pay money under this Agreement. The term "Force Majeure" for the purposes of this Section 2.1 means any event arising beyond the reasonable control of a Party (and not caused by that Party's negligence or default) which prevents or impedes the due performance of this Agreement by that Party, including without limitation an act of God, acts or refusals to act of any government or governmental agency, governmental restrictions or control on imports or exports, fire, explosion, flood, tidal wave, earthquake, storm, wind in excess of loading limits, slides, epidemic, pandemic, quarantine restrictions, war, hostilities, riot, civil commotion, railroad obstructions or obstruction of ocean navigation, strikes, lockouts or other labour relations disputes, operational curtailment or shutdowns due to market conditions, or shortage of fuel, electricity or raw materials, provided that Force Majeure shall not include a lack of funds or financing or any event or circumstances arising or resulting from a lack of funds or financing.

2.2 A Party will not be entitled to claim an event as a Force Majeure if and to the extent the event was due to negligence, wilful misconduct or breach of this Agreement by the Party seeking to claim such event as a Force Majeure.

2.3 If a Party becomes aware of an event of Force Majeure affecting such Party, it must give notice to the other Party within 3 days after the occurrence of the event of Force Majeure:

- (a) describing the event of Force Majeure in reasonable detail and stating, to the extent reasonably practicable at such time, its estimate of the duration of the event of Force Majeure; and
- (b) setting out in reasonable detail the obligations under this Agreement that cannot be performed because of the occurrence of the event of Force Majeure.

2.4 A Party that is delayed in or prevented from performing its obligations under the Agreement by a Force Majeure must:

- (a) use all commercially reasonable efforts to curtail, contain, mitigate, or remove the effect of the Force Majeure and to resume, with the least possible delay, compliance with its obligations under this Agreement (provided this requirement does not obligate a Party involved in a strike,

lockout or labour relations dispute to accept or accede to or meet the demands of any person or entity with which it has the dispute); and

(b) keep the other Party informed on a timely basis of any progress made in curtailing, containing, or removing the Force Majeure condition.

2.5 If a Force Majeure event continues uninterrupted for a consecutive period of 60 days, then either Party may, by written notice to the other Party, terminate this Agreement, which termination will be effective after the expiration of 30 days after the notice is given.

### **3 Governing Law; Choice of Forum**

3.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia, without giving effect to any choice or conflict of law provision. Any action or proceeding arising out of or relating to this Agreement and all transactions contemplated hereby will be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

### **4 Insurance Policies**

4.1 SSA Marine shall procure and maintain, at its own expense, at least the following types and amounts of insurance coverage:

(a) Commercial general liability with limits no less than \$1MM per occurrence and \$5MM in the aggregate, which policy will include contractual liability coverage insuring the activities of SSA Marine under this Agreement.

(b) Worker's compensation insurance, in accordance with applicable law.

4.2 All non-statutory insurance policies required under Section 13.1 shall:

(a) be issued by financially sound and reputable insurance companies.

(b) provide that such insurance carriers give the Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage.

(c) in the case of liability insurance under Section 13.1(a), name the Customer as an additional insured; and

(d) in the case of property insurance under Section 13.1(d), except where prohibited by law, waive any right of subrogation of the insurers against the Customer.

4.3 Upon the written request of the Customer, SSA Marine shall provide the Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 13 and shall not do anything to invalidate such insurance.

### **5 Liability/Indemnification**

5.1 Each Party (as "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officers, directors, employees, agents, successors and permitted assigns (collectively, as

“Indemnified Party”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses (the “Losses”) arising out of or resulting from:

- (a) the negligence or wilful misconduct of Indemnifying Party;
- (b) the Indemnifying Party's material breach of any representation, warranty or obligation of Indemnifying Party set forth in this Agreement; or
- (c) any failure by Indemnified Party to comply with any applicable laws, regulations or codes in the performance of its obligations under this Agreement,

in each case, except that Indemnifying Party shall not be obligated to indemnify or hold harmless the Indemnified Party:

- (d) to the extent the Losses are arising out of or resulting from any breach of this Agreement by the Indemnified Party or any negligence or wilful misconduct of the Indemnified Party; and
- (e) in respect of any loss or damage to any cargo in respect of which the Customer failed to give to SSA Marine notice within 24 hours after becoming aware of the loss or damage.

5.2 SSA Marines’ liability with respect to the loss or damage to cargos shall not exceed the commercial value of the cargo in question, plus any transportation charges incurred for transporting such cargo to and, if applicable, from the warehouse. In all other events, SSA Marines’ aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), bailment or otherwise, shall not exceed the total amount paid or payable by the Customer to SSA Marine under this Agreement in the 1 month period preceding the event giving rise to the claim. The limitations of liability set out in this Section are in addition to any other limitations of liability that may apply to SSA Marine.

5.3 In no event shall SSA Marine be liable under this Agreement to the Customer or any third party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages.

## **6 Representations, Warrants, Covenants (laws, taxes, environment, etc.)**

6.1 Each Party represents, warrants and covenants to the other Party that:

- (a) it is incorporated or otherwise formed and validly existing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation or formation.
- (b) it has the rights and authority to enter into this Agreement, to grant the rights granted hereunder, and to perform its obligations under this Agreement.
- (c) the execution and delivery of this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- (d) it has obtained all licenses, authorizations, approvals, consents or permits required by applicable laws, regulations, and rules and with all codes and standards of governmental and other authorities having jurisdiction over such Party (“Laws”) to conduct its business generally and to perform its obligations under this Agreement.

6.2 SSA Marine represents, warrants, and covenants to the Customer that:

- (a) SSA Marine shall perform the Services using personnel with the required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and
- (b) SSA Marine follows and shall perform the Services in compliance with, all applicable Laws.

6.3 The Customer represents and warrants to SSA Marine that the Customer has lawful possession of any gear or ships equipment to be stored with SSA Marine and has the right and authority to store the goods with SSA Marine.

6.4 Except for the express warranties in this Section 16, each Party hereby disclaims all warranties and conditions, either express, implied, statutory, or otherwise under this Agreement.

## **7 Currency**

7.1 Unless otherwise specified in this Agreement, all references to money amounts are to lawful currency of Canada.

## **8 Policies & Procedures – Health & Safety (D&A, non-smoking), Environment, Security, Corporate Social Responsibility, etc.**

8.1 Safety and Security

- (a) Each Party (including sub-contractors and vendors) shall always conduct its operations in compliance with all applicable health and safety laws and regulations and any private safety rules and best practices that the Parties may agree to SSA Marine shall also comply with all safety and security standards contractually assumed under the provisions of applicable bargaining agreements.
- (b) Steel cargo arriving at the terminals that are broken, missing bands or otherwise in an unsafe stacking or handling condition will be re-banded or otherwise handled by SSA Marine to bring the cargos to a safe handling condition at the Customer's expense.
- (c) SSA Marines' acceptance, handling or storage of explosive, inflammable or hazardous materials is subject to the Customer obtaining prior written approval from the applicable Port Authority and making special arrangements with SSA Marine and will be governed by the rules and regulations of the Transportation of Dangerous Goods Act and Canada Shipping Act and requirements of the applicable regulatory bodies.
- (d) In the event of any safety violation, accident, death, injury or near-miss to any personnel on the Customer's vessel or dock operation under the Customer's instruction, SSA Marine shall notify the Customer immediately.
- (e) All parties are responsible for ensuring that all its personnel (including subcontractors) performing the Services or work in connection with this Agreement utilize proper personal protective equipment and any other equipment reasonably required to protect against injuries during the performance of such Services or work or as otherwise required under applicable laws and regulations.

(f) The Parties shall meet and confer regarding maintaining best safety practices.

## 8.2 Subcontractors

(a) SSA Marine may appoint sub-contractors to perform the Services. SSA Marine shall ensure that the obligations and restrictions contained herein apply, as applicable, to the performance of the Services by such subcontractors. SSA Marine will retain responsibility for the performance of its obligations and services under this Agreement by any subcontractor appointed by SSA Marine.

## 8.3 Other Policies & Procedures

(a) Lifting equipment to be attached to the cranes, such as frames and their component parts, shall be thoroughly checked in accordance with prevailing Canadian regulations for suitability of purpose by a competent person designated by SSA Marine prior to commencement, and at frequent intervals during, the operation.

## 9 Copyright

9.1 the Customer acknowledges and agrees that SSA Marine retains all interest and ownership in any drawings, specifications and other materials provided to the Customer by SSA Marine or on SSA Marine's behalf ("SSA's Materials"). The Customer may only copy, reproduce, distribute, or otherwise use SSA Marine's Materials solely as required for the purpose of this Agreement, except with SSA Marine's prior written consent.

9.2 SSA Marine acknowledges and agrees that the Customer retains all interest and ownership in any drawings, specifications and other materials provided to SSA Marine by the Customer or on the Customer's behalf ("the Customer's Materials"). SSA Marine may only copy, reproduce, distribute, or otherwise use the Customer's Materials solely as required for the purpose of this Agreement, except with the Customer's prior written consent.

## 10 Invoicing; Payment Terms

10.1 SSA Marine shall issue invoices to the Customer as follows:

(a) for stevedoring services, within a reasonable time frame after completion of vessel loading and or discharging.

(b) materials, subcontractor (mobile cranes, other equipment) at cost plus 18%.

10.2 Unless, otherwise specified by SSA Marine, 100% of estimated stevedoring costs (including non-productive dock delays, dock overtime, overhead, NWP) are to be pre-funded a minimum of 48 hours prior to commencement of operations.

10.3 The Customer shall notify SSA Marine in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within ten days from the date of such invoice. Invoices for which no such notification is received within said time shall be deemed accepted by the Customer as true and correct, and the Customer shall pay all amounts due under such invoices within the period set forth in Section 22.2. Subject to Section 22.4, each Party shall continue performing its obligations under this Agreement during any such dispute including, without limitation, payment by the Customer of all undisputed amounts due and payable under this Agreement.

10.4 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of two percent (2%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Customer shall also reimburse SSA Marine for all reasonable costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under this Agreement or at law (which SSA Marine does not waive by the exercise of any rights hereunder), SSA Marine shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

10.5 The Customer shall pay when due in accordance with laws all applicable taxes, duties and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any taxable supply by SSA Marine or any amounts payable by the Customer hereunder. Any such taxes, duties and charges currently assessed, or which may be assessed in the future, that are applicable to the Services provided under this Agreement are for the Customer's account, and the Customer hereby agrees to pay such taxes.

## **11 Owner's Risk**

11.1 All inland carriers, watercraft, timber and log or lumber rafts, if and when permitted by SSA Marine to be moored in slip, at mooring dolphins, at wharves, or alongside vessels, are at the Customer's risk for loss or damage.

11.2 SSA Marine reserves the right to refuse to receive or unload or refuse to unload or discharge cargo in the following circumstances, in each case without responsibility to the Customer for demurrage, loss or damage:

- (a) Cargo is deemed by SSA Marine to be extra offensive, perishable or hazardous.
- (b) Cargo is deemed by SSA Marine to not be packed or presented suitably for the ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned and all expense, loss or damage incident thereto shall be for the account of the Customer.

11.3 If the cargos tendered for discharge or other services do not conform to the description provided to SSA Marine prior to said tendering, SSA Marine may refuse to accept cargos.

## **12 Himalaya Clause**

12.1 To the extent permitted by law, the Customer shall include in its Bills of Lading or Contract of Contract of Carriage a clause to exclude the benefits and limitations of liability enjoyed by the Customer therein to SSA Marine.

## **13 SSA MARINE CANADA LIMITED**

Name: Greer Richardson  
Title: Manager, Business Development

April 1, 2026