

PENN TERMINALS LLC.

**DBA PSA Penn Terminals
(formerly known as Penn Terminals, Inc.)**

TERMINAL TARIFF NO. 005

Issued April 1, 2023
Effective May 1, 2023

Revision Issued: January 25, 2005 Effective: March 1, 2005
Revision Issued: May 18, 2006 Effective: June 1, 2006
Revision Issued: May 1, 2009 Effective: June 2009
Revision Issued: November 30, 2017 Effective: February 1, 2018

FMC Organization # 011445

GOVERNING CHARGES, RULES and REGULATIONS

**ON
EXPORT, IMPORT, INTERCOASTAL & COAST WISE TRAFFIC
AT**

PENN TERMINALS LLC.

**LOCATED
AT
EDDYSTONE, PENNSYLVANIA**

PENN TERMINALS. LLC

**1 Saville Avenue
Eddystone, Pa. 19022
Phone: (610) 499-3000**

**Direct Rate and Pricing Inquiries:
Phone (610) 499-3000 Ext. 263 sales@pennterminals.com**

C O N T A C T S

MAIN OFFICE

610-499-3000 (Tel.)

610-490-3014 (Fax)

SALES & MARKETING

610-499-3000, Ext. 263

CREDIT & BILLING

610-499-3000

EXT. 118

TERMINAL CUSTOMER SERVICE 610-499-3009

EXT. 256 Containers

EXT. 258 Break Bulk

BERTHING ASSIGNMENT

610-499-3000

EXT. 119

SECURITY

610-499-3228

(24 HOUR A DAY MANNED TELEPHONE)

PLAN OF TARIFF

Preliminary Statement

Section I - Definition of Terms

Section II- Scope and General Rules

Section III- Finance & Billing

Section IV- Vessel Information

Section V- Rates

Index

PRELIMINARY STATEMENT.....9

SECTION I - DEFINITIONS

10 CHECKING10

15 CONTAINERS10

20 DATE OF SAILING.....10

30 DOCKAGE10

50 EXPORT CARGO.....10

60 FREE TIME.....11

70 GOVERNMENT AGENCIES.....11

80 HAND CARGO11

90 HANDLING TO HOOK.....11

100 HANDLING11

110 HOLIDAYS.....11

120 HEAVY LIFT11

130 IMPORT CARGO.....12

140 LARGE DIMENSION RATE12

150 LINER VESSEL12

160 LOADING OR UNLOADING12

170 N. O. S.....12

180 PACKAGE12

185 ONE YEAR LIMITATION.....12

190 PALLETIZED CARGO13

210 RE-HANDLING13

220 RECOOPERING / RECONDITIONING14

230 RO-RO.....14

240 SKIDDED CARGO.....14

250 SORTING.....14

260 STRIPPING / STUFFING / CROSS-DOCK14

270 TERMINAL14

280 TERMINAL STORAGE.....15

290 TON (TONNE).....	15
300 TRUCK LOADING/UNLOADING.....	15
310 TRUCK APPOINTMENT.....	15
320 UNITIZED CARGO	15
330 USAGE	16
340 VESSEL.....	16
350 WHARFAGE	16
360 WHARF DEMURRAGE	16

SECTION II – SCOPE AND GENERAL RULES

400 APPLICATION OF TARIFF AND AMENDMENTS.....	17
410 CONSENT TO THE TERMS OF THE TARIFF	17
420 DISPUTES OR CLAIM PROTOCOL.....	17
430 GENERAL APPLICATION	18
440 GOVERNING LAW	18
450 HOLIDAYS.....	18
460 LIABILITY	19
470 LIEN	20
480 MARKED WEIGHTS AND CAPACITIES, RESPONSIBILITY FOR.....	20
490 OPERATOR OF THE TERMINAL	20
500 NOT A PUBLIC THOROUGHFARE.....	21
510 NO WARRANTY	21
520 LIABILITY FOR EVENTS BEYOND ITS CONTROL.....	21
530 PERSONAL INJURY AND PROPERTY DAMAGE	22
540 DAMAGE TO THE FACILITY	22
550 TERMINAL GATE HOURS.....	23
555 FUEL SURCHARGES.....	23
560 TERMINAL RIGHTS.....	23
570 WAIVER OF SOVEREIGN IMMUNITY	24
580 WAREHOUSE AVAILABILITY	24
590 WELDING, BURNING, HOT WORK	24
600 WRITTEN INSTRUCTIONS	24

SECTION III - FINANCE & BILLING

610 CREDIT.....	25
-----------------	----

620 DETERMINATION OF CHARGES.....	25
630 FURNISHING OF BILLING INFORMATION	25
640 MINIMUM BILLING.....	26
650 PAYMENT OF CHARGES.....	26
660 RIGHT TO OFFSET	26
670 ATTORNEY FEES FOR COLLECTION OF UNPAID DEBT	26
680 FAILURE TO PAY AND/OR CLAIM CARGO.....	26
690 LATE PAYMENT PENALTY	27
700 NOTIFICATION OF DISPUTED INVOICES	27

SECTION IV - VESSEL RULES

710 BERTHS.....	28
720 BERTHING PRIORITIES.....	28
730 BILLS OF LADING.....	29
740 DISCHARGING OF BALLAST, RUBBISH OR SEWAGE	29
750 DOCKAGE	29
760 INDEMNIFY PENN TERMINALS	29
770 MOVEMENT OF VESSELS.....	30
780 PAYMENT FOR IDLE TIME.....	30
790 PROTECTION TO BE EXTENDED TO PENN TERMINALS	30
800 SHIP OWNERS AGREE TO INDEMNIFY	31
810 RULES OF MANAGEMENT	31
820 TUG ASSISTANCE	32
830 DOCUMENTATION CHANGES	32
840 EXPIRATION OF FREE TIME.....	32
850 CARGO SEPARATION (SORTING).....	32
860 CONTAINERS AND VERIFIED GROSS MASS.....	32
870 CROSS DOCK.....	33
880 DISPOSITION OF UNDELIVERED CARGO	33
890 DOCK RECEIPT	33
900 TRASFER OF OWNERSHIP	34
910 HAZARDOUS MATERIALS	34
920 IMPROPERLY LOADED RAIL CARS.....	36
930 IMPROPER PACKAGING	36

940 MISCELLANEOUS CHARGES	36
950 MISCELLANEOUS SERVICES	36
960 SERVICES NOT OTHERWISE PROVIDED FOR.....	36
970 RAILROAD CAR LOADING/UNLOADING.....	36
980 GOVERNMENT INSPECTIONS	38
990 REMOVAL OF OBJECTIONABLE CARGO	38
1000 SAFETY	38
1005 SECURITY SURCHARGE	38
1010 SMOKING IS PROHIBITED	38
1020 TERMINAL STORAGE.....	39
1030 TRUCK WEIGHING AT SCALES.....	39
1040 TRUCK APPOINTMENTS FOR RECEIVING AND DELIVERY	39
1050 VOLUME RATES.....	40
1060 WHARF DEMURRAGE	40
1070 WHARFAGE	40
1075 FUEL SURCHARGE.....	40
<u>SECTION V - RATES</u>	
1090 LINEHANDLING	41
1100 FRESH WATER.....	41
1110 DOCKAGE	41
1120 VESSEL VACATING BERTH.....	41
1130 WHARFAGE CHARGES	42
1140 CONTAINERS - RECEIVING, DELIVERY & OTHER CHARGES	42
1150 VEHICLES - RECEIVING, DELIVERY AND PREPARATION.....	43
1160 MOBILE HOMES - RECEIVING AND DELIVERY.....	43
1170 BOATS OR YACHTS.....	43
1180 NON-FERROUS METALS - RECEIVING & DELIVERY	43
1190 STEEL - RECEIVING & DELIVERY	44
1200 FOREST PRODUCTS - RECEIVING & DELIVERY	45
1210 GENERAL CARGO, NOS	45
1220 HEAVY LIFTS - RECEIVING & DELIVERY	46
1230 CRANE CHARGES	46
1240 MISCELLANEOUS CHARGES	46

1245 SURCHARGES47
1250 SPECIAL SERVICE CHARGES47
1260 WHARF DEMURRAGE RATES.....48
CONVERSION TABLE49
METRIC EQUIVALENTS.....49

PRELIMINARY STATEMENT

Penn Terminals, LLC dba PSA Penn Terminals (“Penn Terminals” or “Terminal Operator”), in accordance with 46 CFR 525.2 publishes and makes available to the public this tariff/schedule of its rates, regulations and practices. In accordance with 46 CFR 525.2(a)(2) this schedule is enforceable as an implied contract between the terminal operator and the party receiving the services rendered by Penn Terminals, without proof that such party had actual knowledge of the provisions of this schedule.

The terms of this schedule shall, further be applied, even in the event that Terminal Operator has an actual contract with a party covering the services rendered by Terminal Operator, to the extent this schedule is not inconsistent with the contract.

SECTION I – DEFINITIONS

The following definitions, as well as the definitions set forth in 46 CFR 525.1 (c) relating to Marine Terminal Operator Schedules, shall apply with respect to the services provided at the Penn Terminals, LLC (“Penn Terminals” or “Terminal Operator” marine terminal located at 1 Saville, Rd. Eddystone, PA 19022.

10 CHECKING

CHECKING means counting and identifying cargo against appropriate documents to produce over, short and damage reports. Part of a checker’s job is to ensure the proper cargo is discharged and loaded.

15 CONTAINERS

CONTAINERS as used in this tariff, refers to the so-called “Standard ISO 20’, 35’, 40’, or 45’ Seagoing Containers”. In all cases, a container must confine and protect its contents from loss or damage from the elements and can be handled as a unit.

20 DATE OF SAILING

DATE OF SAILING means the date on which the vessel sails from Penn Terminals.

30 DOCKAGE

DOCKAGE is the charge assessed against a vessel for berthing at Penn Terminals’ pier.

40 EQUIPMENT INTERCHANGE REPORT (EIR)

EQUIPMENT INTERCHANGE REPORT is a standard Penn Terminals electronic form that documents the transfer of responsibility for a piece of container equipment (container, chasses, etc.) to and from Penn Terminals.

50 EXPORT CARGO

EXPORT CARGO is cargo received at the port for loading onto a vessel for shipment to a foreign or domestic offshore port or destination.

60 FREE TIME

FREE TIME is the specific period during which cargo may occupy space assigned to it on Terminal property free of Terminal storage charges and wharf demurrage. Free time will commence upon the departure of the vessel.

70 GOVERNMENT AGENCIES

GOVERNMENT AGENCIES include, but are not limited to U.S. Customs and Border Protection, U.S. Coast Guard, U.S.D.A., D.O.T., I.C.C., A.T.F., F.B.I., E.P. A., N.S.A., and Pennsylvania State Police.

80 HAND CARGO

HAND CARGO comprises cargo that is not unitized or palletized – such as loose cartons, small crates and cases. This cargo must be handled by hand, as it is too small to be handled by forklift. Arrangements for hand-cargo MUST BE MADE IN ADVANCE, as labor and equipment might not be available.

90 FIRST HANDLING TO/FROM HOOK

HANDLING TO HOOK is the service of moving cargo to or from a place of rest on the Terminal to or from a ship's tackle or from ship's tackle to first place of rest.

100 HANDLING

HANDLING is the service of moving, receiving or delivering cargo to or from truck and or rail conveyance on the Terminal.

110 HOLIDAYS

HOLIDAYS are days in which the Terminal will be closed for receiving and delivering cargo unless previous arrangements for overtime have been made. Holidays are set forth in Section 450.

120 HEAVY LIFT

HEAVY LIFT is for the purpose of this tariff, any package or piece of cargo that weighs 15,000kgs or more.

130 IMPORT CARGO

IMPORT CARGO is cargo received at the port on a vessel from a foreign or domestic offshore port of origin for loading to a domestic motor, rail or water carrier.

140 LARGE DIMENSION RATE

LARGE DIMENSION RATE relates to certain cargoes that are overweight in relation to their size (Volume). For cargo that is 220 cubic feet per ton (2204.6 lbs.) or greater, the “Large Dimension Rule Rate” applies (See 1210).

150 LINER VESSEL

LINER VESSEL is defined as a vessel sailing under an advertised day of the week schedule and operated by a line maintaining regular sailing to or from any United States Port or ports to named ports.

160 LOADING OR UNLOADING

Loading and Unloading applies to the service of handling cargo between railroad cars, trucks, barges or any other means of conveyance. Loading or unloading does not include special stowage, blocking or bracing, sorting or grading, stripping or stuffing containers, or otherwise selecting the cargo for the convenience of carrier or consignee. Penn Terminals will not consider itself to be the consignee of any cargo on the Terminal and any time.

170 N. O. S.

N.O.S. is defined as Not Otherwise Specified

180 PACKAGE

PACKAGE as used herein shall include any van, container, or other form of cargo unitization or any single piece of cargo whether packaged or not.

185 ONE YEAR LIMITATION

All Bills of Lading will include language affording Penn Terminals the defense of the one-year for time for suit provision in that is afforded under COGSA. In the event that any Bill of Lading does not include such a clause, VESSEL OWNER(S) OR CHARTERER(S) OR THEIR

AGENTS will defend and indemnify Penn Terminals for the consequences of not including such a clause in the bill of lading.

Notwithstanding the above, Any suit against Penn Terminals for alleged loss, damage, non-delivery, mis-delivery, or cross-delivery shall be commenced within one (1) year after the receipt or delivery of the goods or the date when the goods should have been received or delivered. If suit is not instituted against Penn Terminals within this time period, then any suit brought thereafter shall be time barred and the Port Corporation shall be discharged from all liability for the alleged loss, damage, non-delivery, mis-delivery or cross-delivery.

190 PALLETIZED CARGO

PALLETIZED CARGO is a consolidation of units of general cargo secured to a pallet to the satisfaction of the Terminal operator. A pallet is a two-level platform, constructed of wood, metal or other material of sufficient strength to accommodate the cargo for which it is used, with at least two sides. The cargo must be loaded in such a manner as to cover the loading surface of the pallet, leveled at the top and squared on all four sides, so the unit forms a smooth rectilinear block. The pallet must be an integral part of the cargo and must remain with the cargo when it is moved, either as an export or import shipment. Palletization that is done on the pier does not qualify for the palletized rate. To qualify for the Palletized rate, the minimum weight or measurement of the pallet and cargo shall be either 1,000 pounds or 64 cubic feet and the maximum weight shall be 2.5 metric tonnes.

210 RE-HANDLING

RE-HANDLING is the service of physically moving cargo or equipment to any place on the Terminal not involving loading or unloading rail cars, motor vehicles or a vessel.

220 RECOOPERING / RECONDITIONING

RECOOPERING / RECONDITIONING is the act of re-bundling, re-palletizing, rebanding, restacking, etc. In general, any subsequent work, other than loading/unloading, performed by the Terminal, that makes the cargo shippable.

230 RO-RO

RO-RO cargo is self-propelled cargo which can be driven onto or off of a vessel.

240 SKIDDED CARGO

SKIDDED CARGO is cargo which is secured on a wooden or metal platform of sufficient strength that it can be safely lifted by the Terminal's fork lifts or cranes without special rigging.

250 SORTING

SORTING is the process of separating cargo to the specifications of the customer by marks, bill of lading, size, weight or type.

260 STRIPPING / STUFFING / CROSS-DOCK

STRIPPING is the act of removing cargo or material from a container and moving it to a place of rest in the yard or a warehouse.

STUFFING is the act of filling a container with cargo or other material from a place of rest in the yard or a warehouse.

CROSS-DOCK is the removal of cargo from a truck, or container and the placement of the cargo into a container or truck in one continuous activity or vice-versa. A cross-dock operation is sometimes referred to as a "swing" operation.

Cargo that is grounded does not qualify for Cross-Dock rates.

270 TERMINAL OPERATOR AND TERMINAL

TERMINAL OPERATOR refers to Penn Terminals, LLC ("Penn Terminals") which operates the marine terminal in Eddystone, PA. The Terminal comprises wharves, berths, warehouse, and other such facilities owned or operated by Penn Terminals.

280 TERMINAL STORAGE

TERMINAL STORAGE is the provision of warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time. Storage can be either inside or outside.

290 TON

TON unless otherwise specified, the term “TON” referred to herein shall mean a metric weight or 2204.6 pounds.

300 TRUCK LOADING/UNLOADING

TRUCK LOADING shall mean the service of moving cargo from a place of rest on the pier which is readily accessible to the truck, elevating the cargo onto the truck and stowing of the cargo on the truck, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading and stowing of cargo in the truck under the supervision of the driver of the truck.

TRUCK UNLOADING shall mean the service of removing cargo from the body of the truck to a place of rest designated by the Terminal Operator.

310 TRUCK APPOINTMENT

TRUCK APPOINTMENT is the appointed time, previously confirmed by the Terminal to load or unload a motor vehicle.

320 UNITIZED CARGO

UNITIZED CARGO is cargo that has been packaged so that it can be handled by forklift or crane, including, but not limited to - cases, crates, marine slings and supersacks (super bags).

Furthermore, unitized cargo also includes cargo that has been secured to skids or bearers constructed of wood, metal, or other material which can be handled by a forklift or crane.

330 USAGE

USAGE is using the facilities of the Terminal, including but not limited to, the riverfront bulkhead, piers, wharves, warehouses, outside Terminal storage areas, and any area of the property owned and/or operated by Penn Terminals.

340 VESSEL

VESSEL is any floating craft of any description.

350 WHARFAGE

WHARFAGE is a charge assessed against the cargo or vessel on all cargo passing or conveyed over or onto wharves or between vessels when berthed at wharf or when moored in a slip adjacent to the wharf. Wharfage is for the use of the wharf and does not include charges for any other service.

360 WHARF DEMURRAGE

WHARF DEMURRAGE is the charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. No demurrage charges will be assessed after the vessel has begun to load. All Wharf Demurrage charges are for the account of the cargo.

SECTION II - GENERAL RULES

400 APPLICATION OF TARIFF AND AMENDMENTS

APPLICATION OF TARIFF AND AMENDMENTS – this tariff and its provisions are applicable to Penn Terminals LLC’s facilities at Saville Avenue, Eddystone, Pa and any other facility being operated by the company. Charges, rates, rules and regulations published in this tariff shall apply on and after the effective date of this tariff or amended pages or special supplements thereof. This tariff is subject to change without notice, except as required by law. Penn Terminals shall be the sole judge as to the interpretation of this tariff. All users of the Terminal and customers of Penn Terminals shall be bound by the terms of this Tariff.

410 CONSENT TO THE TERMS OF THE TARIFF

CONSENT TO THE TERMS OF THE TARIFF The use of the Facility - referred to as Penn Terminals and/or the Terminal - shall constitute consent to the terms and conditions of this tariff, and is a tacit agreement on the part of all vessels, their owner and agents, and other users of the Terminal, to pay all charges specified in this tariff, or any other applicable tariff, and be governed by all the rules and regulations contained herein and therein, respectively. Parties using Penn Terminals are required to abide by any and all city, state and federal regulations – including, but not limited to OSHA, U. S. Coast Guard, E.P.A., D.O.T. – and will be held responsible for any violations of these regulations.

420 DISPUTES OR CLAIM PROTOCOL

ANY DISPUTE OR CLAIM arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered by any appropriate court located in Delaware County, Pennsylvania. In the event that any other judicial action is required, it is agreed by the parties of this Agreement that the Courts of the Commonwealth of Pennsylvania shall have

jurisdiction in all claims, disputes and actions arising under this Agreement, and that the Laws of the Commonwealth of Pennsylvania shall govern all claims and disputes hereunder.

430 GENERAL APPLICATION

GENERAL APPLICATION of this tariff applies to all cargo moving over the facilities of Penn Terminals, by any conveyance, herein referred to as the "Terminal". Charges published in this tariff may be assessed and collected by the Terminal on cargo delivered to, or received, from water, rail or motor carrier and shall be in addition to rates for transportation to or from the port. Cargo will not be received or delivered unless proper documents are furnished and credit has been established. The berths and piers operated by the Terminal must be kept open and fluid. The Terminal is not obligated to provide services that are beyond the capacity of its labor, equipment or facilities.

440 GOVERNING LAW

The terms and conditions under which goods are held and described in this Tariff are performed and governed by the laws of Pennsylvania and the general maritime law of the United States, whichever is properly applicable thereto.

450 HOLIDAYS

HOLIDAYS are days on which the Terminal is closed. Arrangements can be made, in advance, for activity on holidays. That activity would be invoiced on an overtime basis. The preceding Friday shall be observed when a Holiday falls on a Saturday. When a holiday falls on a Sunday, the next day shall be observed. If Christmas Eve Day and Christmas Day both fall on the weekend, Penn Terminals will review and determine the observed holidays as per best operationally.

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day: Non-working hours 15:00 until 24:00
Christmas Day: Non-working day

460 LIABILITY

Penn Terminals assumes no liability or responsibility for loss or damage to freight or cargo handled or transshipped through its terminal, or remaining within its premises at any time, including, but not limited to, loss or damage caused by strike, fire, water, acts of God, theft or other causes. Penn Terminals shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. IN NO CASE, SHALL PENN TERMINALS BE LIABLE FOR DAMAGE, LOSS, NON-DELIVERY, MIS-DELIVERY OR CROSS DELIVERY IN EXCESS OF \$500.00 PER PACKAGE OR NON-PACKAGED OBJECTS UNLESS THE SHIPPER, CONSIGNEE, TRUCKER, RAILROAD OR OTHER INLAND CARRIER, OR THEIR REPRESENTATIVE, PRIOR TO COMMENCEMENT OF SUCH SERVICES, OR USE OF SUCH FACILITIES, DECLARES A HIGHER VALUE AND PAYS TO PENN TERMINALS, IN ADDITION TO THE OTHER CHARGES FOR SUCH SERVICES, A PREMIUM AS NEGOTIATED BETWEEN THE PARTIES. In no event will the premium be less than 1% of the declared value. In such event Penn Terminals shall be liable for the full declared value of each such package or not packaged object for damage resulting from its failure to exercise due and proper care in performing the service or affording the facilities provided for here.

All claims against Penn Terminals must be filed with the company within 90 days from the receipt or delivery of the cargo by Penn Terminals and any suit against Penn Terminals must be instituted within one year from the date of receipt or delivery of the said cargo by Penn Terminals, or will be barred.

Penn Terminals assumes no liability for any vessel charges including demurrage.

Penn Terminals assumes no responsibility for consequential damages.

Acceptance for use of any facility owned or operated by Penn Terminals is a recognition that the cargo landed on or contained in such facilities is at risk and expense of the cargo owner. Any funds owed Penn Terminals for services cannot be withheld to offset or satisfy claims against the Terminal for loss or damages.

No responsibility shall be assumed by Penn Terminals for delays, detention, or demurrage on railroad cars, trucks, or any other vehicle or vessel, nor for any increase in transportation costs arising from any action not directly caused by and/or arising from any cause or causes beyond the control of Penn Terminals.

In no event will Penn Terminals be responsible for demurrage, delay, or detention charges for delays resulting from severe or unusual weather conditions, from work stoppage, slowdowns, strikes, force majeure, incomplete declaration, or clerical errors.

470 LIEN

ANY AND ALL SERVICES performed at Penn Terminals shall give rise to a lien in favor of the Terminal against the vessel, container, chassis, or any other tangible property whatsoever, and against any other property of the same owner.

480 MARKED WEIGHTS AND CAPACITIES, RESPONSIBILITY FOR

THE SHIP OWNER OR ITS AGENT, SHIPPER, EXPORTER accepts responsibility for the accuracy of marked capacity, tare, gross and net weights appearing on or declared for all containers and breakbulk cargoes offered to Penn Terminals. Consequences for such deficiencies and or errors resulting in mis-deliveries, mis-stows or damages to cargo and/or Terminal property will be for the account of the culpable party.

490 OPERATOR OF THE TERMINAL

Penn Terminals reserves the absolute right to use of the facilities it operates, and permission for the use thereof must be obtained from Terminal Management.

500 NOT A PUBLIC THOROUGHFARE

The Terminal property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk. The terminal reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person, equipment or vehicle for any reason.

Only authorized personnel possessing a valid Transportation Worker Identification Credential (TWIC) card, engaged in Port Terminal or vessel related activities are permitted within fenced, secure areas of the Terminal.

510 NO WARRANTY

It is understood and agreed that Penn Terminals, by performing services aboard ships or ashore, makes no warranty of its services and does not agree to indemnify the ship or any other person, firm or corporation for damages or expenses on account of liability for any reason.

PENN TERMINALS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING A WARRANTY OF WORKMANLIKE PERFORMANCE OR SERVICE) AND SPECIFICALLY DISCLAIMS THE APPLICATION OF THE WARRANTY OF WORKMANLIKE PERFORMANCE OR SERVICE, AND ANY DUTY OR THEORY OF STRICT LIABILITY OR ABSOLUTE LIABILITY FOR LOSS OR DAMAGE TO VESSELS, LIGHTERS, BARGES, TRUCKS, VEHICLES, CARGO OR GOODS, OR FOR SERVICES PERFORMED.

520 LIABILITY FOR EVENTS BEYOND ITS CONTROL

PENN TERMINALS IS NOT LIABLE FOR EVENTS BEYOND ITS CONTROL. No liability shall attach to Penn Terminals or its customers if the terms of this Tariff cannot be performed due to Acts of God, war, governments, fire, explosion, civil commotion, strikes or other labor difficulties or any other cause outside the control of Penn Terminals or its customers, except that customers shall pay their reasonable share of the cost of any services and/or facilities provided to the customers by Penn Terminals during any such period of enforced inactivity as they relate to any ship or cargo of customers in berth, including the cost of watching personnel and such other

employees as may be required to accommodate and protect the ships and cargoes of PENN TERMINALS' customers.

530 PERSONAL INJURY AND PROPERTY DAMAGE

The SHIP OWNER OR AGENT AND PENN TERMINALS shall immediately notify the designated representative of the other, of any property damaged, or of any illness, or of any injury or death of any person which occurs during Penn Terminals' operations. This notification shall occur immediately (as soon as such incidents are known wholly or in part). Furthermore, THE SHIP OWNER OR AGENT AND PENN TERMINALS shall cooperate fully with each other in developing full and complete information about the facts and circumstances of all such incidents, including the nature and the extent of the damages or injuries which resulted therefrom.

540 DAMAGE TO THE FACILITY

Users of the Penn Terminals' property and facilities, including vehicles, common carriers, vessels, etc., their owners, agents and operators, shall be responsible for all damage resulting from the use of such property and facilities.

Penn Terminals reserves the right to repair, replace, contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the Terminal property and facilities -- including but not limited to , damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, equipment, rail, shop facilities, water, heat, light, etc.—and furthermore, Penn Terminals holds the user or users, their vehicles, common carriers, vessels, their owners, agents and operators -- or any other parties, that may be in any way considered responsible for the damages, liable for payment of damages, together with all interests, cost and attorney's fees that may be incurred in the collection of the damage. Penn Terminals may detain any vehicle, common carrier, vessel, water craft, etc. that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all potential damages, interest, costs and

attorney's fees. This item is not to be construed as holding a Terminal user liable for any portion of damages caused solely by the Terminals Operator's negligence.

550 TERMINAL GATE HOURS

Normal Gate hours may be changed or expanded at Penn Terminals' discretion, All cargo may require an appointment for delivery and pickup at PSA Penn Terminals. Please find contact details below for normal gate hours and appointment scheduling.

Container Operations: contact Containers@pennterminals.com

Non-Containerized and Devanned Dry Cargo, including vehicles:

contact Breakbulk@pennterminals.com

Perishable: contact Produce@pennterminals.com

A late gate must be communicated through the Steamship line, unless a separate Account has been established with PSA Penn Terminals by the Shipper or Receiver. Approval for a late gate must be given by PSA Penn Terminals.

There is no guarantee that trucks arriving unscheduled will be serviced the day of arrival.

A fee of \$100 may be assessed if special arrangements are made to service an unscheduled truck. A fee of \$100 may be assessed to the carrier for trucks that cancel the day of the appointment or do not show.

555 FUEL SURCHARGES

Penn Terminals reserves the right to implement a fuel surcharge when deemed necessary by increased Terminal fuel cost. See Rates Section 1245

560 TERMINAL RIGHTS

Penn Terminals reserves the right to control and perform the loading, unloading, handling, cooperating, reconditioning, fumigation, weighing and sampling of all freight and cargo on premises and facilities under its control.

570 WAIVER OF SOVEREIGN IMMUNITY

Any user of Penn Terminals facilities, in consideration for service performed, waives any defense of sovereign immunity to charges, fees or damages sought to be recovered by Penn Terminals.

580 WAREHOUSE AVAILABILITY

Penn Terminals will do its best to provide covered storage, when requested, however Penn Terminals assumes no responsibility for cargo damage when such space is unavailable. All such requests must be made in writing in advance of the cargo arrival on Terminal.

590 WELDING, BURNING, HOT WORK

The use of welding equipment and cutting torches is strictly prohibited without prior permission of the proper governmental authorities and the Terminal management.

600 WRITTEN INSTRUCTIONS

To ensure the proper disposition and processing of cargoes -- Agents, Foreign Freight Forwarders, Custom House Brokers, and owners of cargo shall furnish all instructions in writing.

SECTION III - FINANCE & BILLING

610 CREDIT

Penn Terminals may extend credit to any user of facilities upon application for credit and demonstration of financial responsibility.

Credit-worthiness may be established through current financial statements or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references, including a bank reference.

For newly incorporated steamship lines or those users not granted credit, Penn Terminals may extend credit to those customers who will post and maintain a Letter of Credit or Indemnity bond in the form and content, and with a company acceptable to the Terminal in an amount equal to the maximum liability for a period of time determined by the Terminal operator.

Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills by the customer.

620 DETERMINATION OF CHARGES

Penn Terminals reserves the right to weigh and measure any and all cargoes for the purpose of establishing terminal charges. Charges for this activity are for the account of the cargo.

630 FURNISHING OF BILLING INFORMATION

Vessels, their owners or agents, shall permit Terminal management access to manifests, loading and discharge lists, tonnage license, rail and motor freight bills or any other pertinent documents for the purpose of obtaining necessary information, upon request, for correct billing of charges. They shall immediately furnish Penn Terminals with detailed reports on all cargo loaded and discharged, as well as any other information, which might be required for accurate billing of cargo and vessel charges. Terminal Management reserves the right to audit all documents and use such audits as a basis for charges.

640 MINIMUM BILLING

The minimum invoice is \$100.00.

650 PAYMENT OF CHARGES

Charges are due and payable in advance, unless credit arrangements have been made in advance. If credit has been established all charges are payable within 10 days from invoice date. Unless prior credit arrangements have been established, all dockage, wharfage and other charges must be paid before departure of vessel. Penn Terminals reserves the right to withhold delivery of goods on which storage, handling, or other charges have not been paid until such time as all charges have been paid in full.

660 RIGHT TO OFFSET

In no event can funds owed to Penn Terminals for services be withheld to offset claims against the Terminal for damage or loss.

670 ATTORNEY FEES FOR COLLECTION OF UNPAID DEBT

If Penn Terminals deems it necessary to obtain the services of any attorney to collect any unpaid debt, then Penn Terminals shall also be entitled to collect its reasonable attorney's fees and all other cost of collection.

680 FAILURE TO PAY AND/OR CLAIM CARGO

Failure to pay credit accounts within terms, shall result in cancellation of credit privileges and the establishment of cash terms. Penn Terminals reserves the right to take possession of any cargo for any of the following reasons:

- Cargo remaining on the terminal more than 90 days, unless arrangements have been made for an extension of storage time.
- Non-payment of any invoice beyond 90 days of date of invoice.
- Failure by owner to confirm ownership of cargo
- Penn Terminals reserves the right to dispose of cargo which falls into any of the three categories above, after all reasonable attempts to obtain payment for services or find proper ownership have been exhausted.

690 LATE PAYMENT PENALTY

A late payment penalty will be assessed on billing that is unpaid after terms, at a rate of one and one-half (1 1/2%) per month or any fraction thereof

700 NOTIFICATION OF DISPUTED INVOICES

Questions regarding the validity of invoices must be submitted in writing to Penn Terminals within 15 days of date of the invoice. Invoices not questioned within this 15 day period will be considered valid.

SECTION IV - VESSEL RULES

710 SAFE BERTHS/APPROACH

In connection with the berthing of vessels at the Terminal, Terminal Operator will exercise ordinary care to provide a safe berth and safe approach to the berth, but does not warrant or guarantee a safe berth or a safe approach to its berth. The vessel shall be considered in the berth's approach only when it is making its final direct approach to the berth from the edge of the navigable channel maintained by the U.S. Army Corps. of Engineers ("navigable channel") most closely adjacent to the face of the berth, or at the location where duly licensed docking pilots normally exit the navigable channel to dock at the berth with vessels of similar size and configuration. Notwithstanding, the approach to the berth begins no further than one ship's length from the face of the terminal wharf. A vessel shall not be considered to be in the approach to the berth unless it is under the control of a licensed docking pilot and under the control of tugboats in the process of docking or undocking. Upon exiting from the berth, the vessel shall no longer be considered to be in the approach once it reaches a distance of one ship's length from the face of the Terminal wharf or the navigable channel, whichever is closer.

Penn Terminals retains sole right to assign berths. Vessels, their agent, owners, and/or charters requesting a berth at Penn Terminals, do so knowing that Penn Terminals assumes no liability for any vessel-related charges or other costs.

720 BERTHING PRIORITIES

The Terminal has preferential arrangements with certain shipping lines. These vessels will be given preferential berthing. Therefore, vessels may be required to vacate the berths to accommodate the berthing of vessels operating with preferential berthing. Penn Terminals is not responsible for any direct or consequential damages related to vessels vacating the berth.

730 BILLS OF LADING

The owners or agents of ships that call at Penn Terminals shall name Penn Terminals as an express beneficiary of all the Limitations of the Liability Provisions of its Bills of Lading. In the event that any Bill of Lading does not include such a provision, VESSEL OWNER(S) OR CHARTERER(S) OR THEIR AGENTS, shall defend and indemnify Penn Terminals for the consequences of not including such a clause in the bill of lading.

740 DISCHARGING OF BALLAST, RUBBISH OR SEWAGE

Pumping ballast water or discarding rubbish, garbage, dunnage, sewage or any debris into the river or onto the property of Penn Terminals is strictly prohibited. All vessels must comply with all Federal and State regulations and are liable for all violations. A written request and approval must be received before any materials are removed from vessels. All expenses related to the disposal of any materials left on the Terminal, with or without permission, is the full responsibility of the vessel.

750 DOCKAGE

Dockage will be assessed against a vessel when said vessel is made fast to the wharf, bulkhead or to another such vessel so berthed, and shall continue until said vessel has completely vacated the berth. Dockage charges so assessed will be based on the highest net registered tonnage of the vessel for the period of time the vessel remains at the berth.

760 INDEMNIFY PENN TERMINALS

Where any loss, damage, injury, death or delay occurs aboard the ship is caused, in whole or part by breakdown, or by failure or fault or negligence of the ship's officers or crew, for which liability may be, or is thereafter asserted against Penn Terminals, or where any such loss damage, injury, death or delay is the basis for a claim against Penn Terminals -- THE SHIP'S OWNERS OR AGENTS will indemnify and hold Penn Terminals harmless against any loss or damage that may be claimed, plus the costs of defense against such claims.

770 MOVEMENT OF VESSELS

Vessels moored alongside vessels which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such vessels must, at the request of the Terminal Operator, temporarily move, if they, in the judgement of the operator, are blocking the ingress or egress of a vessel ready to be docked or undocked. When vessels have finished discharging or taking on cargo, their privilege ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of the Terminal Operator, surrender the berth. The vessel must be off the berth within two hours of written notice.

780 PAYMENT FOR IDLE TIME

Any Idle Time incurred by Penn Terminals, through no fault of its own, as a result of any violations of any safety regulations due to conditions existing aboard ships, shall be paid by the SHIP OWNER, AGENT, CHARTERER, SHIPPER OR RECEIVER – AS DESIGNATED BY THE AGENT BEFORE COMMENCEMENT OF CARGO OPERATION.

790 PROTECTION TO BE EXTENDED TO PENN TERMINALS

To the exact extent allowed by law or government regulations, THE SHIP OWNERS OR AGENTS, OR CHARTERS, agree to extend to Penn Terminals all defenses and rights of limitation against claims by others inuring to the carrier under the Carriage of Goods by Sea Act (COGSA), the Harter Act, and all Bills of Lading, and Himalaya Clause shall be included in all Bills of Lading specifically providing that all such defenses and rights of limitation shall apply to the benefit of stevedore and terminal operators, and extending the coverage of COGSA to the period prior to loading and subsequent to discharge while cargo is in the custody of Penn Terminals. There shall also be included, a provision in all Bills of Lading giving shippers the opportunity to effectively declare a higher value for their cargo than is provided by the package limitation. In the event that all Bills of Lading do not include a Himalaya Clause, an extension of COGSA, or a provision for shippers to effectively declare a higher value for their cargo, it is

agreed that rights against Penn Terminals are waived and the SHIPS OWNER OR CHARTERER OR THEIR AGENTS accepts responsibility for that portion of any claim which exceeds the amount for which Penn Terminals would have been liable if there had been a valid Himalaya, COGSA Clause.

800 SHIP OWNERS AGREE TO INDEMNIFY

Ship owners or their agents of ships that call at Penn Terminals agree to hold harmless and indemnify Penn Terminals against any loss, expense or liability by reason of any damage or injury, including death, occurring as a result, direct or indirect, of permission granted by ship owners or their agents to employees or persons furnishing services to their ship, to be upon the premises of Penn Terminals, whether on land or water.

810 RULES OF MANAGEMENT

THE TERMINAL RESERVES THE RIGHT TO:

- Refuse to handle any commodity which, as determined by the Terminal, is corrosive, may result in contamination of other cargoes, may tend to damage equipment, or is otherwise not suitable for handling at any of its Terminals under the prevailing circumstances.
- Designate the order in which vessels shall be berthed to avoid overall delays and to permit the best possible service to all users of the Terminal facilities. Vessels shall be berthed in the order determined by the Terminal to avoid overall delays.
- Require vessels occupying berths to work overtime continuously** or as directed by the Terminal at the expense of such vessels, their owners, charterers and agents, to complete the loading and unloading operation when it is determined by the Terminal to be necessary to expedite the movement of vessels, to avoid congestion, and or to insure the fullest possible use of the Terminal facilities.
- Designate the order in which rail cars or trucks or both shall be received and loaded or unloaded to avoid overall delays and permit the best possible service to users of the Terminal.
- Require any vessel in berth to vacate the berth temporarily. Any costs associated with shifting such vessel required to vacate out of or into the berth will be for the

account of the vessel. Two hour written notice will be given. In no event will the Terminal be responsible for consequential damages associated with the vacating of the berth.

***This requirement includes the right of management to specify the number of gangs which shall be used to maximize overall cargo loading and/or discharge rates.*

820 TUG ASSISTANCE

Vessels are required to use tugboats. Vessels docking or undocking at the Terminal facilities are required to use tug assistance unless other arrangements have been made with Penn Terminals' Management. Failure to comply with this requirement could result in denial of a berth.

830 DOCUMENTATION CHANGES

Parties requesting changes to bookings, lines, dimensions, parts, etc., will be assessed charges for that activity.

840 EXPIRATION OF FREE TIME

Cargo not removed within the free time or storage period allowed, will be subject to wharf demurrage, storage and/or transfer charges. Penn Terminals reserves the right to transfer such cargo to another location within the Terminal area, or to other storage facilities with all charges resulting from the movement to the owner of the cargo. Transfer charges will be applied to cargo in long term status, even if the cargo is not physically moved.

850 CARGO SEPARATION (SORTING)

IMPORT, EXPORT OR DOMESTIC – When requested by the owner or his agent, Penn Terminals will separate cargo by mark, lot, bill of lading, or commodity. Charges will be assessed for this service.

860 CONTAINERS AND VERIFIED GROSS MASS (VGM)

The Terminal will weigh and receive containers, which have a certified VGM certificate or scale ticket, during normal gate hours, Those utilizing the Terminal facilities and/or shipping cargo through the Terminal facilities in a container subject to the SOLAS Container Weight Verification Requirements, warrant to the terminal operator that the full container weight has

been verified in accordance with the requirements of the laws/regulation, and in the event there is any failure to comply with the law/regulation, will defend, indemnify and hold harmless the Terminal and/or the Terminal operator from consequences of the failure to comply with the law/regulation. The Terminal operator reserves the right, but not the obligation, to refuse to handle or load a container for which it reasonably believes the requirements of the law/regulation have not been met. Notwithstanding the above, the terminal operator by loading a container onto a vessel does not warrant that the requirements of the law/regulation has been met.

870 CROSS DOCK

Penn Terminals must be notified, in writing, 48 hours in advance so that sufficient manpower and equipment can be allocated.

880 DISPOSITION OF UNDELIVERED CARGO

Penn Terminals reserves the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners, or agents after due notice has been mailed or delivered to such known parties, or ownership cannot be established.

890 DOCK RECEIPT

All export truck and rail deliveries must be accompanied by a dock receipt that clearly states the name, address and phone number of the party responsible for terminal charges. Any and all special cargo requirements must be clearly stated on the dock receipt and notification, in advance, must be made with the Terminal. Rail dock receipts must be at the Terminal prior to the arrival of the cargo. Customer Service contacts can be found at www.psa-pennterminals.com. It is the responsibility of the Carrier, or other agent for the cargo, to present a dock receipt to Penn Terminals before cargo will be accepted. **CARGO ARRIVING AT PENN TERMINALS WITHOUT A DOCK RECEIPT, WILL NOT BE ACCEPTED.**

Before receiving any cargo for export, container or breakbulk, Penn Terminals requires a DOCK RECEIPT. A separate DOCK RECEIPT is required for each shipment – 1 per truck load or per railcar. The DOCK RECEIPT requires the following information:

- a. Booking Number
- b. Name and Address and Phone Number of Party responsible for Terminal (pier) charges
- c. Number of Pieces
- d. Commodity
- e. Exporting Carrier/Vessel
- f. Weight for each piece of cargo on the Dock Receipt
- g. Port of Discharge

IF THE DOCK RECEIPT IS NOT COMPLETE THE CARGO WILL NOT BE RECEIVED.

900 TRANSFER OF OWNERSHIP

After cargo is received at the Terminal and ownership is transferred to another party a charge maybe assessed. Changes in ownership of cargo does not alter the status of free time, storage or wharf demurrage. If disputes arise after the transfer the ultimate responsibility for all charges is the original owner of the cargo.

910 HAZARDOUS MATERIALS

Prior arrangements must be made for the handling of hazardous cargo. All hazardous materials must be properly documented, labeled and packaged according to applicable government regulations. The Terminal reserves the right to refuse to handle and require the removal from terminal facilities, any hazardous materials not meeting these requirements. Any party placing hazardous materials onto Terminal facilities which are improperly labeled,

documented, or packaged will be held responsible for all charges related to bringing these materials into compliance with applicable law and/or removed from the Terminal.

In order to comply with the U.S. Department of Transportation regulations (CFR 49 Parts 100199, particularly Part 172), the following data is required for the delivery of hazardous cargoes to Penn Terminals.

- a. Complete Shipper's name and address and phone number for emergencies
- b. Carrier's name and address
- c. Complete Consignee's name and address. This is to include the overseas port of destination on exports.
- d. Proper DOT shipping name; this is the technical name of the chemical involved. It must be listed in the Code of Federal Regulation Title 49-Part 271.101. Note: Use an application described in 172.200 through 172.203.
- e. Hazardous class of the material being shipped.
- f. Kinds and number of containers and individual weights or total weight.
- g. Labels required.
- h. Shipper's Certification. A shipper's Certification must appear on every Bill-of-Lading or shipping document provided. The correct wording of this certification is as follows:
THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.
- i. Properly documented special instructions, exceptions or exemption information, if required.
- j. All carriers offering hazardous material for transportation shall have on file with the Terminal Operation, a current copy of the carriers Hazardous Materials Certificate of Registration as required by 40 C.F.R Section 107

920 IMPROPERLY LOADED RAIL CARS

Rail cars, which in the judgment of the Terminal are improperly loaded, will not be handled at regular tariff rates.

930 IMPROPER PACKAGING

All cargo arriving on Terminal for handling, must be packed appropriately for export or import handling. Any cargo not properly packed, where normal handling will be a hazard to employees or damage to cargo, will be rejected. Penn Terminals will make the final decision as to whether or not cargo is packed properly.

940 MISCELLANEOUS CHARGES

When services are performed by the Terminal, for which no specific charges are published in this tariff, the labor and equipment rates in this Tariff will apply (see section 1240). The cost for materials plus 20% will also apply. The party requesting will do so in writing and will be the party responsible for the accrued charges.

950 MISCELLANEOUS SERVICES

These services are listed in the Rates section of this Tariff. Any miscellaneous service not specifically listed will be covered under “Miscellaneous Charges”.

960 SERVICES NOT OTHERWISE PROVIDED FOR

Nothing contained herein shall be construed as requiring Penn Terminals to perform without charges any services not specifically provided for therein.

970 RAILROAD CAR LOADING/UNLOADING

Penn Terminals must be notified a minimum of 5 business days prior to the pending arrival of rail car shipment on our terminal. Rail cars may not be accepted if the Terminal is unaware or if advance arrangements have not been made.

A dock receipt, noting the billable party for terminal charges (as well as all data as outlined in section 890), and rail car number(s) must be sent to Customer Service, contacts found at www.psa-pennterminals.com prior to the rail car's arrival.

Any special handling instructions/lifting instructions and other pertinent information regarding the rail shipment must also be included with the dock receipt. Any and all HazMat documentation (as outlined in section 910) must be included.

Any and all charges related to the railroads requirements for returning CLEAN cars to their system are for the account of the cargo. These charges include, but are not limited to, cleaning, burning of lashing gear, repairing and movement of rail cars.. Such charges will be invoiced on a time, equipment and material basis.

PENN TERMINALS IS NOT RESPONSIBLE FOR ANY DEMURRAGE CHARGES AS ASSESSED TO RAIL CARS. THESE CHARGES ARE FOR THE ACCOUNT OF THE SHIPPER.

Each rail car is allowed 24-hour free time for unloading. Free time commences once Penn Terminals is NOTIFIED by the railroad that the full car is available in the railroad's yard. Once free time expires, the demurrage charges begin to accrue on the rail car(s) regardless if they are placed on our track or remain in the Interchange yard.

All IMPORT cargo that is loaded onto rail cars must be lashed and secured to the requirements and specifications of the railroad. An inspector must physically inspect all cars before they are allowed to move from the Terminal. All lashing, welding, and securing charges are the account of the cargo and will be invoiced on a time, equipment and material basis as outlined in this Tariff. All car orders should be placed, at least, five (5) days in advance. Penn Terminals requires your contract number and routing (this information should be sent-to Customer Service, contacts can be found at www.psa-pennterminals.com. Please note that special cars (double doors, heavy-duty flats, etc.) may take longer to secure. Penn Terminals makes no warranty as to the availability of rail cars.

If requested or required, Penn Terminals may be able to load rail cars on Saturday, Sunday or holidays, Overtime charges will apply and there is a four-hour minimum.

Unlashing costs are NOT part of the rail rate and will be invoiced on a time and material basis.

980 GOVERNMENT INSPECTIONS

Any government ordered inspection (Customs, USDA, etc.) assistance will be billed on a time, equipment and material basis and will be for the account of the cargo.

990 REMOVAL OF OBJECTIONABLE CARGO

Penn Terminals reserves the right to move freight or other material, which in Penn Terminals' judgment, is a hazard to personnel, property, or other cargo. The cost of this transfer to another location is at the risk and expense of the owner of the material or cargo that has been judged a hazard.

1000 SAFETY

Safety is the first priority of all terminal and vessel operations. Compliance with all Local, State, Federal and International Law where applicable, is mandatory for all parties using the Terminal, including, but not limited to vessel operators, charterers, owners, agents, freight forwarders, custom house brokers, shippers, receivers, truckers, crane and other heavy equipment operators, surveyors and outside contractors.

1005 SECURITY SURCHARGE

The Terminal will assess a Security Surcharge on all cargo arriving or departing from the Terminal (see Section 1245). These fees will be used to mitigate Security costs incurred due to mandated Government Regulations imposed by the Department of Homeland Security.

1010 SMOKING IS PROHIBITED

Smoking in the warehouses, piers, bulkheads, docks or on vessels handling flammable cargo or fueling, is strictly prohibited.

1020 TERMINAL STORAGE

Storage is the service of providing warehouse or other Terminal facilities for the storing of inbound or outbound cargo after expiration of free time. Storage may be available as space permits. Penn Terminals' warehouses and storage areas are transient, however the Terminal will, at its discretion, attempt to accommodate customer request for storage after the expiration of the free time. The unit used to measure storage charges is the FREIGHT TON (weight or measure whichever is greater). The billing will usually be in increments of individual days (or fraction thereof).

1030 TRUCK WEIGHING AT SCALES

Penn Terminals will weigh trucks at the request of the customer or driver. A charge will be assessed for this service. The use of the scale is for the convenience of Penn Terminals' customers. All others requesting use of the scale, while not carrying cargo for the Terminal, will be allowed as time and schedule permit.

1040 TRUCK APPOINTMENTS FOR RECEIVING AND DELIVERY

All truckers delivering or picking up all cargo at PSA Penn Terminals may require an appointment. This appointment can be made by contacting: containers@pennterminals.com, produce@pennterminals.com or breakbulk@pennterminals.com There is no guarantee that trucks arriving unscheduled will be serviced the day of arrival. Unscheduled trucks and trucks that are late will be handled as time and labor permit.

A fee of \$100 may be assessed if special arrangements are made to service an unscheduled truck. A fee of \$100 may be assessed to the carrier for trucks that cancel the day of the appointment or do not show.

1050 VOLUME RATES

Under certain circumstances, volume rates are available by prior agreement with the Terminal Management. To request volume rates, contact the Sales & Marketing Department, at (610) 499-3000 ext. 263.

1060 WHARF DEMURRAGE

Wharf demurrage will be charged against the cargo or the vessel if the cargo remains on the pier after the expiration of free time. Cargo not removed by the end of free time will be subject to wharf demurrage charges as set forth in this Tariff and will be placed in storage at the risk and expense of the cargo, including charges which may accrue as a result of such removal and storage.

1070 WHARFAGE

All cargo received on the Terminal is assessed wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel.

1075 FUEL SURCHARGE

The Terminal may at its discretion impose surcharges over and above it's normal published rates when the price of a barrel of fuel exceeds a predetermined level (see section 1245).

SECTION V - RATES

1080 MINIMUM RECEIVING/DELIVERY CHARGE

The minimum charge for this service will be \$100.00.

1090 LINEHANDLING

\$900.00 In

\$900.00 Out

1100 FRESH WATER

\$400.00 Connection Charge

\$3.75 per ton of water loaded.

Overtime differential of \$37.00 per man hour when applicable.

1110 DOCKAGE

a. Self-Propelled Vessels –

\$.45 per net registered ton per 24 hour period or fraction thereof. (Minimum charge \$950.00)

b. Non-Self Propelled Vessels

Barges - \$4.00 per linear foot per 24 hour period or fraction thereof (Minimum charge \$700.00)

Lash Barges - \$45.00 per barge per 24 hour period or fraction thereof. (Minimum charge \$700.00)

1120 VESSEL VACATING BERTH

All vessels which are not being worked may be required to vacate their berths upon 2-hour written notice from Penn Terminals. Failure to promptly vacate a berth after receiving such notice to do so may result in the vessel being shifted, and any expense or damage to vessels or pier during such shifting shall be for the account of the vessel. The Master or Captain of a vessel, alongside any wharf or pier, loading or discharging cargo, or from floating equipment from the off-shore side, must move such floating equipment upon 2 hour notice. At the expense of the vessel, in order to make way for and permit other vessels to come to or leave the wharf or pier, Any vessel not in compliance, will be liable for a penalty charge of \$2,000 per hour.

1130 WHARFAGE CHARGES

Vehicles (i.e. automobiles, pick-up trucks, vans, etc.) < 2mt	\$15.00 per vehicle
Vehicles (i.e. automobiles, trucks, tractors, busses, etc.) > 2mt	\$30.00 per vehicle
Vehicles over 10 mt	\$2.50 per metric ton
Containers – weight includes container and contents	\$2.50 per metric ton
Cargo, except as stipulated above	\$2.50 per metric ton
Dimensional Cargo (cargo in excess of 220 cu ft per MT)	\$2.00 per freight ton

1140 CONTAINERS (DRY) – RECEIVING, DELIVERY & OTHER CHARGES

a. Receiving / Delivery	75.00 per EIR
b. Stripping/Stuffing	Price upon request
c. Grounding/Mounting	\$80.00 per move
d. Inspections by Government Agencies	
Open for Inspection	\$284.00 per Dry Container
Position for Inspection (Includes Mount-Dray-Dismount)	\$225.00
Assist U.S. Customs	Time and Materials + 20%
e. Shifting containers between two vehicles	\$100 per move
f. Container & Chassis Maintenance & Repair	Rates quoted on request
g. Late gate for container or breakbulk	\$400 per hour; subject to labor availability
h. Expedited stripping and loading	\$130 per truck + \$7MT; subject to availability
i. Cargo & coil sorting	\$7 per metric ton; subject to availability
j. Clerical fees for non-standard data requests and/or reports	\$65 per manhour; subject to availability

1150 VEHICLES- RECEIVING, DELIVERY AND PREPARATION

Classification of Vehicle	Receiving/Delivery*	Preparation**	Wharfage
Up to and including 2,000 kgs	\$100*	\$40.00**	\$15.00
2,000-999kgs	\$150.00*	\$60.00**	\$30.00
10,000-14,999kgs	\$250.00*	\$100.00**	\$2.50/mt
Greater than 15000 kgs	Rates Quoted Upon Request		

*Vehicles that move under their own power and do not require lifting and handling.

(if lifting and handling are required see section 1210)

**Preparation includes the disconnecting and taping of battery cables (assumes battery is accessible), and the draining of gasoline from tanks using siphoning equipment. Vehicles requiring prep beyond the above may not be able or prepped and may asked to be removed from the Terminal.

1160 MOBILE HOMES – RECEIVING AND DELIVERY

Units that stay on their chassis and do not require handling	Price upon request
Units requiring dismounting from chassis	See Section 1210

1170 BOATS OR YACHTS

Up to 20 feet long	\$600.00*
20 up to 30 feet long	Price upon request
Over 30 feet	Price upon request

* Arriving on their own wheels and do not require handling by crane or forklift. Boats that require handling see section 1210.

Please call for rates regarding receiving or delivery directly to or from the water.

1180 NON-FERROUS METALS – RECEIVING & DELIVERY

Receiving & Delivery	Truck	Rail** * **
Aluminum Ingots	\$11.00 per metric ton	Price upon request
Aluminum T-Bars	\$11.00 per metric ton	Price upon request
Aluminum Sows	\$11.00 per metric ton	Price upon request

****BLOCKING & BRACING SERVICES IN RAIL CARS IS BILLED ON A TIME AND MATERIAL BASIS.**

*****SEE SECTION 970 REGARDING RAIL RULES.**

1190 STEEL – RECEIVING & DELIVERY

<u>Receiving & Delivery</u>	<u>Flatbed</u>	<u>Rail *</u>
Angles (bundles)	\$17.00 per metric ton	Price upon request
Billets	\$17.00 per metric ton	Price upon request
Coils (eye-side)...(< 5MT)	\$9.00 per metric ton	Price upon request
Coils (eye-side)...(>5MT <15MT)	\$9.00 per metric ton	Price upon request
Coils (eye-side)...(>15 MT)	\$17.00 per metric ton	Price upon request
Coils (eye-up palletized)	\$17.00 per metric ton	Price upon request
Channels (bundles)	\$17.00 per metric ton	Price upon request
Beams (bundles) (structurals)	\$17.00 per metric ton	Price upon request
Merchant Steel Bars (bundles)	\$16.00 per metric ton	Price upon request
Pipe (bundles)	\$17.00 per metric ton	Price upon request
Pipe (loose)	\$17.00 per metric ton	Price upon request
Plate (bundles)	\$17.00 per metric ton	Price upon request
Plate (loose)	\$17.00 per metric ton	Price upon request
Rebar (bundles) (Up to 30')	\$17.00 per metric ton	Price upon request
Rebar (bundles) (>30')	\$17.00 per metric ton	Price upon request
Round Bar (bundles)	\$17.00 per metric ton	Price upon request
Slabs	\$17.00 per metric ton	Price upon request
Steel N.O.S	\$17.00 per metric ton	Price upon request
Tubing N.O.S	\$17.00 per metric ton	Price upon request
Wire Rod (Coils)	\$9.00 per metric ton	Price upon request

- All rates are based on forklift handling.
- Blocking and bracing, as required, in railcars will be invoiced on a time and material basis.
- Steel products with dimensions greater than 40 feet rates available upon request.
- Lid handling on gondolas cars is billable to the cargo.

SEE SECTION 970 REGARDING RAIL RULES

1200 FOREST PRODUCTS – RECEIVING & DELIVERY

<u>Receiving & Delivery</u>	<u>Flatbed</u>	<u>Van</u>	<u>RR Car**</u>
Doorskins/Veneers (Bundles)	\$14.00/MT	\$15.00/MT	Price upon request
Hardboard (Bundles)	\$19.00/MT	\$20.00/MT	Price upon request
KLB, Rolled (Kraft Linerboard)	\$19.00/MT	\$19.00/MT	Price upon request
Lumber (bundles)	\$19.00/MT	\$20.00/MT	Price upon request
Newsprint, Rolled	NA	Per request	Price upon request
Paper, Rolled, N.O.S.	NA	Per request	Price upon request
Plywood (bundle)	Per request	Per Request	Price upon request
Wood pulp, (bundles in 8 bale units)	Per request	Per Request	Price upon request
Dowels/Tomato Stakes (bundles)	Per request	Per Request	Price upon request
Flooring & Tile Board (bundles)	Per request	Per Request	Price upon request

**Blocking and bracing services in rail cars is billed on a time and material basis.

SEE SECTION 970 REGARDING RAIL RULES

1210 GENERAL CARGO, NOS < 15 Metric Ton (if > 15 MT see Section 1220)

<u>Receiving & Delivery</u>	<u>Per Metric Ton</u>	
	<u>Truck</u>	<u>RR Car</u>
Drums (Steel, Loose), NOS	Price upon request	Price upon request
General Cargo, NOS (By Hand)	Price upon request	Price upon request
Palletized Cargo, NOS	Price upon request	Price upon request
Machine or Machine Parts, NOS, Crates, skids, or pieces. ***(less than 220 cu.ft. per 2204.6lb)	Price upon request	Price upon request
Machine or Machine Parts, NOS; Crates, skids or pieces *** (greater than 220 cu.ft. per 2204.6lb)	Price upon request	Price upon request
Granite Blocks – (Flat Bed Only)	Price upon request	Price upon request

Palletized Super Sacks (up to 1.5MT)	Price upon request	Price upon request
--------------------------------------	--------------------	--------------------

Super Sacks (up to 1.5 mt)	Price upon request	Price upon request
----------------------------	--------------------	--------------------

**Blocking & bracing (Import), unlashng charges, burning free and cleaning of cars (Export) services will be invoiced on a time and material (+20%) basis.

SEE SECTION 970 REGARDING RAIL RULES.

1220 HEAVY LIFTS – RECEIVING & DELIVERY ,(All cargo >15 mt will be assessed crane charges.)

<u>Receiving & Delivery</u>	<u>Per Metric Ton</u>	
	<u>Truck</u>	<u>RR Car**</u>
15,000 – 74,999 kgs	\$42.00 per MT	Price upon request
over 75,000 kgs)	Price upon request	Price upon request

SEE Crane Charges Section # 1230

**Blocking & bracing (Import) unlashng charges, burning free and cleaning of cars (export) services will be invoiced on a time & material (cost + 20%) basis and charges will be for the account of the cargo.

SEE SECTION 970 REGARDING RAIL RULES.

1230 CRANE CHARGES*

1-74,999 kgs-	\$850.00 per Hour
Over 75,000 kgs	Price upon request

*Minimum 2 hour billing for all crane usage

1240 MISCELLANEOUS CHARGES

a. Labor	Price upon Request	
b. Forklift Trucks:	<u>Size</u>	<u>Rate Per Hour*</u>
	10,000 lbs. and under	Price upon request
	11,000 lbs. – 25,000 lbs.	Price upon request
	30,000 lbs. – 40,000 lbs.	Price upon request
	52,000 lbs.	Price upon request
	83,000 lbs.	Price upon request
	* Operator (Minimum 2 – hour)	

c.	Top-Pick Container Handlers	\$250.00**
	**Rate does not include an Operator (Minimum 1 Hour)	
d.	Yard Tractors	\$50.00**
	**Rate does not include an Operator (Minimum 1 Hour)	
e.	Pickup Trucks, Automobiles	\$25.00**
	**Rate does not include an Operator (Minimum 1 Hour)	
f.	Material	Cost plus 20%
g.	Free Time	
	General Cargo	4 Days
	Containers:	4 Days Loaded
		4 Days Empty
h.	Storage Charges	
	General Cargo	Price upon request
	Containers	Price upon request

1245 SURCHARGES

Fuel: A fuel surcharge rate may apply when the price of diesel fuel exceeds \$2.75 per gallon based on price listed on the Energy Information Administration (<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) Central Atlantic Pricing. The rate will be reviewed on Monday mornings and the surcharge will apply to all invoicing for the activity that occurs for the next 7 working days. For every \$.10 increase in the above diesel rate the surcharge will be 1% of the billable rate in question for all receiving, delivery, stuffing, stripping and stevedoring activity. Security: Security surcharges may be assessed on cargo moving through the Terminal depending on the requirements mandated by CBP and the U. S. Coast Guard. Any such surcharge will be preceded by a 30 day notice before implementation will take effect.

1250 SPECIAL SERVICE CHARGES

a.	Cargo Sorting	Price upon request
b.	Transfer of Cargo to Long Term Storage (*Does not include trucking charges, nor does it include	Price upon request

truck loading or unloading, if required)

- c. Handling of Cargo to Place of Rest Inside* ** Price upon request
 *Subject to Space Availability and Equipment Capability.
 **Includes covered storage handling, Free Time (per agreement), and long haul to pier (export).

- d. Tarping/Outside Storage** Time and Materials (Cost + 20%)** and Equipment

 ** Penn Terminals does not assume responsibility nor offers any warranties for weather related damage to cargo covered (either by tarp or plastic) in outside storage.

- e. Railroad Cars:
 - Securing and Unsecuring Cargo Time and Materials (Cost + 20%) and Equipment

 - Handling Lids Time and Materials (Cost + 20%) and Equipment

 - Cleaning Cars Time and Materials (Cost + 20%) and Equipment

- f. Coopering (or Re Coopering) Time and Materials (Cost + 20%) and Equipment

- g. Weigh Trucks (truck scale) \$15.00 each weigh

- h. Transfer charges \$50.00 per Transfer ()plus actual transfer cost

1260 Wharf Demurrage Rates

<u>Cargo</u>	<u>Import (freight ton)</u>	<u>Export (freight ton)</u>
First 5 calendar days (or fraction thereof)	\$6.00	\$6.00
Second period of 5 calendar days (or fraction thereof)	\$10.00	\$7.00
Third and each succeeding 5 day Period or fraction thereof)	\$16.00	\$9.00

Vehicles (Wheeled Auto, Truck, Tractor Etc.

Under 2 Metric Ton	\$50.00	\$50.00
--------------------	---------	---------

Over 2 Metric Ton	\$35.00	\$35.00
<u>Containers</u>		
<u>20 feet</u>	\$130.00 per day	\$130.00 per day
<u>Over 20 feet</u>	\$140 per day	\$140 per day

CONVERSION TABLE

TO FIND	GIVEN	MULTIPLY BY
Metric Tons	Short Tons	0.907
Short Tons	Metric Tons	1.1023
Metric Tons	Long Tons	1.016
Long Tons	Metric Tons	0.984
Kilograms	Pounds	0.4536
Pounds	Kilograms	2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	1.133
Measurement Tons (40 cubic feet)	Cubic Meters	0.833
Cubic Meters	MBMF (1000 board Measurement feet)	2.358
MBMF	Cubic Metes	0.424

METRIC EQUIVALENTS

1 Kilogram	2.2046 pounds
1 Metric Ton (tonne)	1,000 kilograms
1 Pound	0.4536 kilograms
1 CWT (US - 100 pounds)	45.359 kilograms or 0.04536 M. T.
1 CWT (British – 112 pounds)	50.802 kilograms or 0.0508 M. T.
1 Cubic Meter	35.315 cubic feet
1 Cubic Foot	0.0283 cubic meter
1,000 board feet	83.33 cubic feet
1 Cubic Meter	423.792 board feet