



**MANCHESTER TERMINAL, LLC**  
**TARIFF NO. 010**

February 1, 2024

Rates, Rules and Regulations  
Governing Manchester Terminal Facility and  
Operations

Issued by:

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**SUBRULE 1: DEFINITIONS AND ABBREVIATIONS**

A. The following terms are defined as follows wherever used in this Tariff:

- 1) *Agent or Vessel Agent*: The party or entity acting for a Vessel and/or which submits the application for berth.
- 2) *Berth*: The water area at the edge of a wharf, including mooring facilities, used by a Vessel while docked.
- 3) *Breakbulk Cargo*: Commodities which are not transported in containers or trailers, and which are commonly packaged in bags, cartons, drums, crates etc, and palletized while awaiting transfer or storage.
- 4) *Bunkering*: The practice and business of refueling vessels.
- 5) *Container*: A standard (I.S.O.) seagoing container 20 feet in length or over.
- 6) *Cargo*: When used in this Tariff the term Cargo refers to cargo, freight, equipment, or other property of any kind, including, but not limited to, any such property shipped to, removed from, crossing over, or stored at the Terminal Facility.
- 7) *Day*: A consecutive 24-hour period or fraction thereof.
- 8) *Dockage*: A charge assessed against a Vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a Vessel so berthed.
- 9) *Foreign Trade Zone*: A designated portion of the Terminal Facility where goods may be landed, handled, manufactured or reconfigured and re-exported without the intervention of customs authorities.
- 10) *Free Time*: The specified period during which Cargo may occupy space assigned to it at the Terminal Facility free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such Cargo on or off a Vessel.
- 11) *Holidays*: As applied within this Tariff, the term "holidays" may include the following named days.

New Year's Day	Emancipation Day
Martin Luther King Jr.'s Birthday	Independence Day
Presidents' Day (3rd Monday-Feb.)	Labor Day
Texas Independence Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Holidays falling on Sunday will normally be observed the following Monday.

- 12) *Lash/Seabee Transit Barges*: Barges engaged in foreign, coastwise or intercoastal trade that

are designated for carriage aboard a mother ship and do not receive or discharge Cargo within Houston Ship Channel.

13) *Liner Service*: Vessels making regularly scheduled calls for the receipt and delivery of Cargo at the Terminal Facility.

14) *MTL*: Manchester Terminal, LLC, and, where applicable, the management of Manchester Terminal, LLC with authority to act for the company.

15) *Marginal Tracks*: Railroad tracks on the wharf apron within reach of ship's tackle.

16) *Navigation District or Port Authority*: Reference herein to the "District" or "Navigation District" or "Harris County-Houston Ship Channel Navigation District" or "Port Authority" means the Port of Houston Authority.

17) *Overtime*: Work performed on Saturdays, Sundays or holidays, as defined, or after 4:30 PM, or before 8:00 AM, Monday through Fridays, or during meal periods shown below:

12:00 Noon to 1:00 PM

18) *Pallet*: The term "pallet" when applicable in this Tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with forklift trucks and without damage to the Cargo.

19) *Point of Rest*: The area of the Terminal Facility which is assigned for the receipt of inbound Cargo from the ship and from which inbound Cargo may be delivered to the consignee and that area of the Terminal Facility which is assigned for the receipt of outbound Cargo from shipper for loading on a Vessel.

20) *Shed and/or Wharf Use Hire*: A charge assessed against a Vessel for loading or discharging Cargo, and utilizing wharf shed or sheds and/or wharf for the assembly or distribution of 100 tons or more of such Cargo.

21) *Shipside*: The location of Cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

22) *Straight Time*: Wage scale applicable to work performance during the hours: 8:00 AM to 12:00 Noon and 1:00 PM to 5:00 PM. Except Saturdays, Sundays and Holidays, as defined.

23) *Tariff*: This Tariff and any amendments or revisions of this Tariff, whenever made.

24) *Terminal Charges*: A charge applying to automobiles, trucks, and utility vehicles, moving into the Terminal Facility.

25) *Terminal Facility*: All the facilities, property and, where applicable, equipment, owned and/or operated by MTL, located on the Houston Ship Channel at 10,000 Manchester Street, Houston, Texas. The term Terminal Facility includes, but is not limited to, the docks, wharves, sheds, warehouses, railroad tracks, yards, and any adjacent waterways used for berthing at the 10,000 Manchester Street location.

- 26) *Terminal Storage*: The service of providing warehouse or other facilities at the Terminal Facility for the storage of Cargo and any other property including, but not limited to, inbound or outbound Cargo after the expiration of free time and after storage arrangements have been made, wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, Foreign Trade Zone storage, and refrigerated storage.
- 27) *Transshipped Cargo*: Cargo landed from a Vessel and reloaded on a Vessel without being removed from the wharves.
- 28) *Ton*: A unit of weight of 2,000 pounds. In case of commodities designated as weight or measure, 40 cubic feet shall be used as a measurement ton for the calculation of charges based upon tons. MTL will use whichever tonnage value produces the greater revenue for designated weight or measure commodities.
- 29) *Traffic*:
- (a) *Intracoastal Traffic*: All traffic between interior points served by canals and rivers. (Including intra-port).
  - (b) *Coastwise Traffic*: All traffic between Atlantic and Gulf ports of the United States.
  - (c) *Intercoastal Traffic*: All traffic between Atlantic or Gulf ports of the United States and the west coast of the United States.
  - (d) *Import Traffic*: All traffic moving from ports not within the continent United States to the continental United States.
  - (e) *Export Traffic*: All traffic moving from the United States to ports not within the continental United States.
- 30) *User*: A User means any person or entity who uses the Terminal Facility in any way, including, without limitation:
- (a) parties or entities, such as any Vessel, Vessel operator, Liner Service, rail carrier, lighter operator, trucker, shipper or consignee, freight handler, stevedore, or other person, who own, transport, handle, load, unload, store, are responsible for, or otherwise have custody of, Cargo, or property of any kind, moving over, onto, off of, or stored on the Terminal Facility,
  - (b) parties or entities to whom or for whom any service, work, labor, equipment, or portion of the Terminal Facility is furnished, performed, done, or made available, by MTL and/or MTL's designated freight handler, and
  - (c) the agents, servants, representatives, and/or employees of said parties or entities.
- 31) *Vessel*: Includes within its meaning every description of water craft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner thereof.

- 32) *Vessel Operator*: The party identified as the applicant in the Berth Application and Acceptance of Financial Responsibility submitted on behalf of a Vessel to Manchester Terminal.
- 33) *Warehouse*: A building used for long/short-term storage of cargo.
- 34) *Wharf*: Any wharf, pier, quay, landing, or other stationary structure to which a Vessel may make fast or which may be utilized in the transit or handling of Cargo alongside of which vessel may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of Cargo.
- 35) *Wharfage*: A charge assessed against the Cargo or Vessel on all Cargo passing or conveyed over, onto, or under wharves or between Vessels (to or from barge, lighter, or water) when berthed at wharf or when moored in a slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.
- 36) *Wharf Demurrage*: A charge assessed against Cargo remaining in or on the Terminal Facility after the expiration of free time unless prior arrangements have been made for storage.

B. The following abbreviations are used in this Tariff:

¢	Cents
\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither increase nor reduction
(I)	Increase
(N)	New Item
(R)	Reduction
Cu. Ft.	Cubic Feet
cwt	Hundred Pound Weight
FMC	Federal Maritime Commission
FTZ	Foreign Trade Zone
GRT	Gross Registered Ton
ISO	International Standardization Organization
Lbs.	Pounds
LOA	Length-over-all
MFB	Thousand Board Feet
MT	Metric Ton
NOS	Not Otherwise Specified
O/T	Other Than

**SUBRULE 2: APPLICATION AND INTERPRETATION OF TARIFF**

- A. Rates, rules and regulations contained in this Tariff shall apply to all Users, except where specific written agreements have been made between the User and MTL that contain terms inconsistent with the provisions in this Tariff, in which case the inconsistent terms in the written agreement will take precedence over the provisions in this Tariff that conflict with the inconsistent terms of the written agreement. The Tariff shall apply on the effective date shown on this Tariff, or amendments thereto. This Tariff does not supersede any federal, state, or local laws that are otherwise applicable.

- B. MTL reserves the right at any time or times and without notice to deny the use of the Terminal Facility to any User who or which, (1) is delinquent in payment of its accounts for more than thirty (30) days (such denial may be continued until such accounts are fully paid up and in current status); and (2) any User whose use of the Terminal Facility would interfere with the use by another person or entity holding an agreement granting the preferential use of a berth at the Terminal Facility.

### **SUBRULE 3: LIABILITY AND PAYMENTS OF CHARGES**

#### **A. General Provisions:**

- 1) The use of the Terminal Facility shall constitute a consent to the terms and conditions of this Tariff, and shall evidence:
  - (a) an acknowledgement and warranty to MTL by all Vessels, their owners and agents and any other Users that such User(s) is or are liable and responsible for the payment of all charges specified herein, and
  - (b) an agreement to pay all such charges.
- 2) No User shall be permitted to utilize a lay berth or loading berth, or move Cargo to or from ship's tackle, or otherwise load or discharge Cargo to or from a Vessel until:
  - (a) an accurate and complete Berth Application has been filed,
  - (b) proof of financial responsibility acceptable to MTL has been furnished,
  - (c) an arrangement for payment has been made with MTL, as provided herein, and
  - (d) the permission of MTL has been specifically obtained.

MTL reserves the right to refuse permission to use the Terminal Facility in the event a User does not satisfy the conditions set forth in clauses (a) through (d) above, or for any other reason not prohibited by law, including MTL's determination regarding the priority for use of the Terminal Facility for Users that have separate written contractual arrangements with MTL for preferential use of the Terminal Facility.



- 3) A User who moves Cargo on to the Terminal Facility thereby represents and warrants that said User is either the owner of the Cargo, or the authorized agent of the owner with authority to move said Cargo on to the Terminal Facility. If the User is the authorized agent, and not the owner, the User represents and warrants that said User has informed the owner of the terms of this Tariff. A lien in favor of MTL shall arise on all Cargo moved on to the Terminal Facility to secure the payment of all fees, interest, penalties and other charges payable under this Tariff to the fullest extent permitted by law. If there are carrier liens on Cargo for unpaid charges for storage or other terminal charges established pursuant to 49 U.S.C. 80109, whether established by contract or by law, said carrier liens shall inure to the benefit of MTL on Cargo moved on to the Terminal Facility, and the carrier shall be deemed to have assigned such liens to MTL to secure the payment of all sums payable under this Tariff.
- 4) In no case will MTL invoice or otherwise assume responsibility for collection of charges assessed by any other person or entity, unless specifically agreed to in writing, by email, or by fax by MTL.
- 5) Any Liner Service terminating service to the Terminal Facility must make arrangements to satisfy all accrued charges for the Liner Service account, including estimated charges for the last Vessel call, prior to arrival of the last Vessel. Likewise, if MTL terminates a Vessel's use of the Terminal Facility, the Vessel must make arrangements to satisfy any charges owed to MTL.

B. Liability for Charges:

1) Responsibility of Payment:

- (a) All bills are due upon presentation and, unless other arrangements with MTL or its designated freight handler are made, are payable by check or other method of payment agreed to by MTL, by the User or person designated in Part B3 of this item, at a time or times provided in Part B3 unless otherwise provided in this Tariff. MTL will not permit movement of Cargo from or across or through the Terminal Facility, or may withhold permission to occupy or use the Terminal Facility, appurtenances and equipment until all Tariff rates and charges have been paid, except that MTL and its designated freight handler may voluntarily extend credit arrangement to govern settlement of aforesaid rates and charges. Vessels, or their authorized agents, will not permit the movement of Cargo direct to or from ship's tackle and land and water carrier until the permission of MTL, as specified in this Part B, has been obtained.
- (b) Errors, if any, in billing will be rectified by adjustment or amendment based on information received subsequent to the issuance of the original bill.

- (c) A User or person desiring or proposing the use of the Terminal Facility or MTL's designated freight handler's property, facility, or equipment, may be required to deposit, in advance, an amount sufficient to satisfy anticipated costs or expenses thereof. In any event, all Users warrant to MTL and/or its designated freight handler that the User is liable and responsible for payment of charges provided in this Tariff and will pay the same as herein provided. If a User desires to relieve itself of such obligations, the User may be allowed, at MTL's discretion, to (a) deposit a payment with MTL in the amount of charges estimated by MTL will be due, and (b) in writing state the correct name and address of the owner or party warranted to be responsible for the charges.

2) Extension of Credit:

- (a) MTL at its option and subject to termination at its election, may at any time, or from time to time, extend credit to any User or other person conducting business with MTL pursuant to provisions of this Tariff, by such User or other person establishing and maintaining financial responsibility acceptable to MTL or by posting and maintaining for a single transaction or period, or annual surety bond with corporate surety acceptable to MTL, and in amount equal to one hundred twenty five percent (125%) of maximum liability on such single transaction, or estimated period, or annual maximum liability. The form and content of such bond must be acceptable to MTL.
- (b) Further extension of credit may be suspended or terminated by MTL subject to terms acceptable to MTL and shall be conditioned upon payment of invoiced charges within thirty (30) days.
- (c) Any invoice remaining unpaid 30 days after the invoice date shall be subject to an interest charge of 12% per annum, simple interest, for each day over 30 days until the invoice is paid, unless said interest charge is higher than allowed by applicable law, in which case the charge will be the maximum amount allowed by law.
- (d) With respect to any User that has an amount in excess of \$10,000 outstanding for more than 120 days past date of presentation or invoice, MTL may deny credit for any future services unless and until payment is received by MTL. Credit may be reinstated if the User has had no outstanding balance 60 or more days past due for a period of at least 60 days, commencing on the first day of the month in which there was no outstanding balance.
- (e) With respect to any User that has an amount in excess of \$10,000 outstanding for more than 150 days past date of presentation or invoice, MTL may, in addition to the denial of credit for any future services referred to above, and without any notice required, deny the use of the Terminal Facility to said User. The User may be reinstated upon payment of past due balances of 60 days.
- (f) In the event that Cargo remains in the Terminal Facility after payment is due and payable under the terms of this Tariff and payment has not been made within 60 days of the due date, then said Cargo shall be deemed "Unauthorized Property" and MTL may (1) notify the User and/or the owner, and/or (2) may post notice on the Unauthorized Property, stating that if all payments due are not made within 30 days, then MTL may (A) foreclose on its lien on said Unauthorized Property to collect all charges in accordance with Subrule 19 and applicable law, and (B) move such

Unauthorized Property to a different place within the Terminal Facility. All attorney fees and costs of court, in the event of a collection or foreclosure action, and all other costs and expenses in the event that Unauthorized Property is moved, shall be paid by the User.

3) Invoice Procedures and Liability:

- (a) All Vessels, their owners and agents, will be liable for and billed fees for dockage, shed hire, wharf use, port security, escorts, provisions of water, related utilities and services accorded to the Vessel, including wharf cleaning.

- (1) Terminal Charges, and Wharfage Charges, set forth in Section Two, are liabilities of the owner of the Cargo; however, the collection and payment of same to MTL must be guaranteed by the Vessel, her owners and agents, and the use of the Terminal Facility by the Vessel, her owners and agents, shall be deemed an acceptance and acknowledgment of this guarantee.
- (2) As compensation to said Vessel, her owners and agents, for such collection and payment of Terminal and Wharfage charges, as specified in Section Two, MTL may allow, at their discretion a credit of four percent (4%) of the total terminal and wharfage charges incurred and billed to the Vessel, her owners and agents. Subject to the terms set out in 3B3(a)(3) below.
- (3) Wharfage charges on Cargo shall be assessed on the basis of manifest weights, unless otherwise provided herein.

C. COLLECTION OF CHARGES

- 1) Charges for services provided in Section Two and in other provisions of this Tariff will be payable in advance unless prior arrangement for the extension of credit to the party responsible for such charges have been made with the party assigned the responsibility of freight handling services. Where such credit is extended, all bills rendered by the party assigned the responsibility of performing the services are due and payable upon presentation and not more than 30 days following the performance of such service, in accordance with Subrule 3B2.
- 2) An interest charge of 12% per annum may be assessed against unpaid invoices over 30 days for each day over 30 days until the invoice is paid unless such charge is higher than the interest charges allowed by applicable law, in which case the rate shall be the maximum amount allowed by applicable law. Written notice of any invoice in dispute must be furnished to MTL's billing department within twenty (20) days from date of invoice or else interest charges will apply.
- 3) All interest and other consequences set forth in this Subrule may, at MTL's sole discretion, be waived by MTL if there is a good faith dispute as to the amount outstanding, the User has attempted to resolve the dispute in a timely fashion, all amounts not in dispute have been promptly paid, or in other cases in which User shows error on the part of MTL as to amounts said to be overdue. When MTL is required to bring suit against a User to collect its charges for anything MTL has furnished, MTL shall be entitled, in addition to any other relief granted by the court and any available under the law, to judgment for reasonable attorneys' fees and litigation costs.

- 4) Inbound Cargo wharf demurrage charges will be assessed to the owner of the Cargo or his authorized agent, to whom invoice will be sent.
- 5) Outbound Cargo wharf demurrage charges will be assessed to the Cargo owner or authorized agent, except on Cargo cut back or held on the wharves for convenience of Vessel's owner or agent, the charges will be assessed to the Vessel or its owners or agent. In the case of Cargo on which wharf demurrage has accrued, the wharf demurrage charges will be assessed to the loading Vessel or its owners or agents unless a release has been secured from MTL prior to the loading of the Cargo. In the case of Cargo remaining on wharves or premises after sailing of Vessel, the owner or agent of such Vessel shall immediately provide MTL an itemized list of such Cargo not lifted by Vessel. Wharf demurrage charges will continue to apply until Cargo is removed from the premises.
- 6) Transshipped Cargo wharf demurrage charges will be assessed to the outbound Vessel, its agent or owners to which Cargo is assigned, to whom invoice will be sent.
- 7) In no case will MTL invoice, or otherwise assume responsibility for collection of charges assessed by a transportation agency or Liner Service, unless specifically agreed by MTL in writing, by email, or by fax.
- 8) Except as above provided, the User shall be liable for charges as provided in this Tariff and the invoice will be sent to such User.
- 9) Any charges established by this Tariff, which result from delays caused by compliance with ISPS regulations or inspections, or other applicable governmental law or regulations, shall be for the account of the User(s), and such compliance will not furnish the basis for any deviations for the rates, terms and conditions set forth in the Tariff.

#### **SUBRULE 4: LEGAL RESPONSIBILITIES**

##### **A. Liability for Loss or Damage to Cargo and Damage to the Terminal Facility:**

- 1) Except for damage or injury caused by negligence of MTL, MTL shall not be responsible for injury to, damage to, delay to, or loss of any Cargo, whether crossing over or stored at the Terminal Facility, including, but not limited to, injury to, damage to, delay to, or loss of Cargo at the Terminal Facility caused by fire, leakage, flooding, discharge of water from any sprinkler system, collapse of building, collapse of sheds, collapse of platforms, collapse of wharves, collapse of warehouses, subsidence of floors or foundations, breakage of pipes, rats, mice, moths, weevils or other animals or insects, frost or other elements, strikes, tumult, insurrection, acts of God, or from any of the consequences of any of these contingencies.
- 2) Persons and Vessels responsible for damage to the Terminal Facility shall be liable for all cost and expense of replacement or repair of the damage, including, but not limited to, surveyor costs, engineering costs, cost of the divers, and all costs for the replacement or repair of the property destroyed or damaged.

- 3) All liability for all loss or damage due to switching will be specifically for the account of the railroad or the User of the railroad equipment within the Terminal Facility. With respect to damage or injury to rail equipment owned by MTL caused by the switching of such equipment, the applicable railroad, or the operator of the railroad equipment, shall be liable and responsible, except for damage or injury caused by the negligence of MTL, for which MTL shall not be relieved.
- 4) MTL shall not be responsible for any temperature sensitive Cargo under any circumstances.
- 5) MTL will not be responsible for loss or damage arising from defects in rail cars or their equipment.
- 6) MTL is not responsible for damage to Cargo where such damage is caused or contributed to by other entities who have care, custody and control of the Cargo under other provisions of this Tariff or under any other agreement.
- 7) Except to the extent caused by the negligence of MTL, Users of the Terminal Facility agree to defend, release, indemnify and save harmless MTL from and against all losses, claims, demands, arbitrations, suits and causes of action of any kind (including court costs and attorneys' fees), for loss, damage, or injury to Cargo that is incident to, or resulting from, their presence on or use of the Terminal Facility.
- 8) Under no circumstances shall MTL be responsible for consequential damages.
- 9) No provisions contained in this Tariff shall limit or relieve MTL from liability for its own negligence, nor require any person(s), or Vessels, to indemnify or hold harmless MTL from liability for MTL's own negligence.
- 10) With respect to damages or injury to berths, wharves, transit sheds, warehouses, mechanical equipment, or other portions of the Terminal Facility, occurring during the tenancy, occupation, and/or use thereof by any User(s) to whom such portion of the Terminal Facility was temporarily or permanently assigned, such User(s) shall be responsible and liable to MTL for all such damages or injury, without regard to who shall have caused the damage or injury except for damage or injury caused by negligence of MTL, for which MTL shall not be relieved.

B. Liability for Damage or Injury to Persons:

- 1) Except to the extent caused by the negligence of MTL, Users of the Terminal Facility agree to defend, release, indemnify and save harmless MTL from and against all losses, claims, demands, arbitrations, suits and causes of action of any kind (including court costs and attorneys' fees), for damage or injury to persons, including death, bodily injury and personal injury, that is incident to, or resulting from, their presence on or use of the Terminal Facility.

- C. Handling, Loading and Unloading: References in this Tariff to freight handler or freight handling, including all stevedoring responsibilities, refer to Gulf Stream Marine, Inc., the entity with whom MTL has specifically contracted to be the freight handler at the Terminal Facility. If a User wishes to use a different freight handler for services that Gulf Stream Marine, Inc. does not provide, User may make a request and MTL, in its sole discretion may agree, that another entity can perform freight handling services, but only for services that are not included in the services that Gulf Stream Marine, Inc. has contracted to provide.
- D. Care, Custody and Control of Cargo: The rates published in this Tariff do not provide for, and MTL does not accept, care, custody and control of any Cargo on the Terminal Facility, including but not limited to, Cargo at the Terminal Facility for transit or storage. Care, custody and control of any Cargo while on the Terminal Facility, whether crossing over or stored at the Terminal Facility, is vested in the shipper, the freight handler, the Liner Service, the owner, or the party that has stored the Cargo at the Terminal Facility, depending on the type of Cargo and how it came to be at the Terminal Facility.
- E. Fines and Penalties: Should MTL be subjected to a fine or fines, a penalty, or penalties by the U.S. Coast Guard or any other federal authority, or any state or local authority, as a result of the conduct of any Vessel, its owners or agents, stevedore, freight handler or any User of the Terminal Facility, whether by act or omission, the amount of such fine or fines, penalty or penalties, shall be invoiced to such User who will be required to reimburse MTL such amount within 15 days. Said invoice may include other charges for reasonable attorney's or consultants fees.

#### **SUBRULE 5: FORCE MAJEURE**

- A. MTL shall not be liable for any event which occurs without MTL's negligence including, by way of example, hurricanes, tornados, flooding, prolonged extreme and extraordinarily severe weather which necessitates extraordinary measures and expense to construct facilities, war, terrorism, riots, nation-wide or regional strikes or labor disturbances, delay, damages, injury, tumult, insurrection, acts of God, breakdown of equipment or shut-off or failure of electric current, nor from any of the consequences of these contingencies.

#### **SUBRULE 6: HAZARDOUS COMMODITIES**

- A. Cargo which includes articles classified as explosive or dangerous in applicable regulations of the Department of Transportation of Interstate Commerce Commission will be permitted only upon full compliance with such regulations by shippers, their agents and the agencies of transportation. Strict conformance shall be made also to such further rules or regulations as may be issued by other state, federal, municipal authorities and the Port of Houston Authority.
- B. For the protection and safety of MTL, Users of the Terminal Facility, and the general public, rights are reserved to issue such directives or regulations as may be deemed necessary by MTL to insure safe handling, stowing, loading, discharging, or transportation of explosives or dangerous articles within confines of the Terminal Facility. Notification is required prior to bringing to the Terminal Facility any explosives or hazardous commodities.
- C. The Master, agent, or person in charge of any domestic or foreign Vessel which is inbound into the Terminal Facility and which has on board any hazardous commodities so classified in applicable regulations of the Department of Transportation and Interstate Commerce Commission, shall submit a listing of the weight of such commodity, its label and the location at which it is stowed within the Vessel to a representative of MTL upon arrival at the wharf.

- D. MTL may refuse the use of the Terminal Facility for the handling, stowing, loading, discharging or transportation of such explosives or hazardous commodities which are considered by MTL as offering undue risk or exposure to risk. Requirements covering the transportation of Hazardous Materials covered in 49 CFR, Parts 171-180 must be complied with on any Cargo entering the Terminal Facility. Any Cargo arriving at MTL without the required documentation will be denied entry to the Terminal Facility.
- E. Notwithstanding the above, MTL refers to and incorporates the Port of Houston Tariff #8, Section Two, Subrule No. 053 relating to Hazardous Commodities, which shall apply with the same force and effect as to the acceptance, handling & storage of hazardous material at MTL. Port of Houston Subrule 053 is set forth below for you convenience.
- F. Users will insure that the freight handler will notify MTL of any Hazardous Commodities brought to the Terminal Facility by User.
- G. MTL is an approved CPH (Cargoes of Particular Hazard) facility. MTL reserves the right to accept or deny these cargoes at any time.



“Port of Houston  
Tariff No. 8

**SUBRULE NO. 053**

**HAZARDOUS COMMODITIES**

**Section 1:**

- 1) Cargoes classified as Hazardous Materials under 49 CFR Parts 171-180, or otherwise classified as explosive, dangerous, or hazardous by regulations of the Federal Government, or any State or Local Government, or by the Port Authority, shall be referred to as “hazardous cargo.”
- 2) For the protection and safety of the Port Authority, Users of its facilities, and the general public, the Port Authority reserves the right to issue such directives or regulations as it may deem necessary to insure the safe handling, stowing, loading, discharging, and transportation of hazardous cargo within the jurisdiction of the Port Authority.
- 3) Hazardous cargo must be in full compliance with all Governmental and Port Authority requirements governing the transportation thereof whenever located within Port Authority jurisdiction, and must remain in compliance therewith at all times. Any hazardous cargo arriving at marine terminals within the jurisdiction of the Port Authority without all documentation required for such cargo will be denied entry to all Port Authority terminals and facilities.
- 4) Prior to Vessel docking, all Vessels which come inbound into the jurisdiction of the Port Authority and which have on board any hazardous cargo shall submit to the Port Authority two copies of their inbound hazardous cargo manifest, as well as a listing of the hazardous cargo which shows, by cargo type, its weight, label, and the location at which it is stowed within the Vessel.
- 5) If any Vessels coming inbound into the jurisdiction of the Port Authority have on board over 10 tons of 1.4 or 1.5 Explosives, such vessels must be cleared through both the Marine Department of the Port Authority and the local Captain of the Port at least twenty-four (24) hours prior to arrival. All proposed movements of such explosives will be coordinated with those offices, and all persons involved in such movements must comply with the directives of those offices. See sections 2 and 3 below for additional rules pertaining to these classifications and for additional rules pertaining to other classifications of hazardous cargo.
- 6) No tender of hazardous cargo to shippers, consignees, their agents or independent contractors, or other persons accepting such cargo in their behalf, shall be made within the jurisdiction of the Port Authority without prior notification to the Port Authority and compliance with all Port Authority directives prior to such tender.
- 7) The Port Authority may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of any hazardous cargo which is considered by the Port Authority as offering undue risk.

**Section 2. HANDLING/STORAGE OF CONTAINERIZED HAZARDOUS CARGO ON TERMINAL**

A. Explosives IMCO Class 1.1, 1.2, 1.3 and fireworks, regardless of class, will not be handled at the Port of Houston whether loading, discharging or in transit. Explosives IMCO Class 1.4, 1.5 (not to include fireworks) will be handled ‘truck-to-ship’ or ‘ship-to-truck’ as above. Explosives will not be left overnight at any facility at the Port of Houston. All hazardous cargo containers shall be stored on chassis, but the following categories may be grounded in the yard park without segregation, upon approval by the Terminal Manager.

- 1) All dangerous goods in limited quantity;
- 2) All class 9 miscellaneous materials (see CFR parts 171-180);
- 3) All class 2.2 non-flammable gas and
- 4) Other cargo on a case by case basis, excluding always products listed in 49 CFR 176.83(b).

**Section 3. HANDLING/STORAGE OF BREAKBULK AND BULK HAZARDOUS CARGO.**

- A. Red Label (Flammable Gas, Class 2, Flammable Liquid, Class 3), Poison Gas Label (Class 6), Yellow Label (Organic Peroxide Class 5), and Spontaneously Combustible materials shall not be placed in the sheds or warehouse. Such labeled commodities may be delivered to open wharves only after ship is in Port and then limited in quantity. (For the purpose of this Section, “Red Label” is defined as a commodity having a Flash Point of 99 degrees F (37.2 degrees C) or below.) Poison Label (Class 6), materials may be placed in the shed or warehouse but extreme caution should be exercised particularly in the proximity of grain, coffee or other food items. Red/White striped (Flammable Solid Class 4) Yellow (Oxidizer, Class 5) and Black/White (Corrosive Label Class 8) may be stored in the warehouse. Explosives IMCO Class 1.1, 1.2, 1.3 and fireworks, regardless of class, will not be handled at the Port of Houston whether loading, discharging or in transit. Explosives IMCO Class 1.4, 1.5 (not to include fireworks) will be handled ‘truck-to-ship’ or ‘ship-to-truck’ as above. Explosives will not be left overnight at any facility at the Port of Houston.
- B. Ammonium Nitrate in a mode of packaging or container is strictly prohibited in the Port of Houston.”

**SUBRULE 7: RESTRICTIONS ON USE OF THE TERMINAL FACILITY**

- A. Painting or Erecting of Signs: Painting or erecting signs at the Terminal Facility is prohibited without prior approval of MTL who shall also approve copy, design, material and method of erection.
- B. Compliance with Environmental Regulations; Smoking Prohibited: All Users shall comply with all applicable environmental laws, rules, or regulations that may be promulgated by federal, state, or local regulatory agencies, bodies, and by MTL. MTL is a non-smoking facility except in designated smoking areas. Smoking in the warehouses, transit sheds, on the wharves, or on Vessels is strictly prohibited. Fines may be imposed by the U.S. Coast Guard and Fire Marshal personnel per their official jurisdiction.

- C. Responsibility for Cleaning of Property by User: Users of the Terminal Facility will be required to maintain same in an orderly manner as prescribed by MTL. If User does not properly clean any Terminal Facility used by the User to the degree required by MTL, MTL shall order the work performed and User will be billed at cost plus twenty percent.

NOTE: The above part C does not apply to cleaning of berths, except as to excessive or unusual cleaning thereof.

- D. Responsibility for Property Damage: When damage is caused to the Terminal Facility, the Users causing such damage (including, without limitation, said Users; agents, servants, representatives, and employees as defined in Subrule No. 1 hereof) shall be held jointly and severally responsible for all the costs of repairs and they shall be billed thereto, and all shall be jointly and severally responsible for payment thereof. One or more invoices may be rendered to Users as costs are incurred, and said costs may include invoices from third parties as well as direct costs (including, without limitation, labor) of MTL. All invoices shall include an override of 20% for MTL overhead. All invoices shall be paid within 15 days. When the damage is caused by a Vessel, MTL shall be able to detain the Vessel until it has received a satisfactory guarantee for either the amount of the full costs of repair, including engineering, surveying and other costs related to repairs, or for a reasonable estimate thereof.
- E. In the event any of the invoices referred to in the paragraph above (D) are not paid within 30 days, then the User (including, without limitation, Vessel owner, Vessel operator, and agent), shall be liable for all legal costs and expenses of collection, including reasonable attorney's fees, and including the costs of arresting and proceeding in rem against vessels
- F. Responsibility for Fire Equipment: MTL requires the Users of the Terminal Facility to be responsible for all fire equipment, such as hoses, nozzles, extinguishers, etc., and all such equipment found to be missing or destroyed upon inspection will be replaced by the MTL at cost plus twenty percent and billed against the User.
- G. Abandoning, Dumping, Discharging, etc. of Waste Matter:
- 1) All Vessels, their owners or agents, and other Users of Terminal Facility shall comply with all federal, state or local regulations with regard to the placing or discharging into the Houston Ship Channel or Sims Bayou either directly or through sewers, any sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium carbide, trade waste, tar or refuse or any other matter covered by such laws or regulations of any of such authorities.
  - 2) Vessels discharging oil from bilges or tanks into the aforementioned waters will be reported to the United States Attorney for prosecution under appropriate federal laws. Throwing ballast, rubbish, dunnage or any other matter into the aforesaid waters is strictly prohibited.
  - 3) Should any Vessel, its owners or agents, freight handler, or User of the Terminal Facility abandon any drums, boxes, wood, steel, scrape, or Cargo on the Terminal Facility and not remove same therefrom within 48 hours after notification by MTL of the location of such items, same will be removed by MTL, or MTL contractors, and the cost of such removal plus twenty percent shall be billed to the Vessel, its owners or agents, freight handler, or User, which shall be deemed by its failure to remove same to have agreed to the payment for same.

- H. Removal of Articles Dropped into Channel: The dropping of Cargo, scrap or any other articles in the ship channel or Sims Bayou is prohibited by law. Responsible parties shall be liable for the removal of any articles dropped in channel or bayou and MTL reserves the right to remove such articles on a basis of cost plus twenty percent at the expense of the responsible party.
- I. Lightering and Bunkering: To insure safe and unimpeded Vessel movements on the Houston Ship Channel, lightering and bunkering operations are restricted to MTL Berths A & B. When such operations are conducted at the aforesaid berths, the person arranging for lightering and/or bunkering is responsible for and must arrange to have a tugboat standing by to provide for movement of the barge/lighter within two hours after notification.
- J. Advance Notice of Arrival of Vessels: The Vessel or vessel agent of any domestic or foreign Vessel which is inbound into the Terminal Facility having on board Cargo described in 33 CFR 160.215, shall notify MTL at least twenty-four hours in advance of arrival. Upon arrival it shall be the responsibility of the Vessel or vessel agent to remove any damaged cylinder, pressure vessel, or container from the Vessel and from the confines of the Terminal Facility within twenty-four hours.
- K. Clean Up of Spills: Any User responsible for oil or other substances spilled at the Terminal Facility will immediately clean up, to the satisfaction of MTL, anything spilled.

#### **SUBRULE 8: FIRE SAFETY AND EQUIPMENT**

##### A. Automotive Equipment:

- 1) Trucks, trailers, and other motor vehicles shall not remain or park upon a waterfront facility except:
  - (a) when actually waiting at shipside to load or discharge Cargo, ship supplies or passengers and are attended by a driver,
  - (b) when they are headed toward an unobstructed exit and attended by a driver,
  - (c) when handled and stored as an item of Cargo, or
  - (d) when parked in a designated parking area.
- 2) It shall be unlawful to park in areas marked "Fire Lane" or "Fire Hydrant Lane" at any time.
- 3) Automotive equipment used at the Terminal Facility, such as lift trucks, tractors, mobile cranes, stackers or other internal combustion engine equipment shall be of such construction and state of repair, free from excess grease, oil or lint so as not to constitute a fire hazard. The refueling of such vehicles, automobiles and other vehicular cargo being discharged may be from an approved tank or gear truck or trailer, but must be at least 50 feet from any dock, the efface of any pier or appurtenance thereto.

Exception: Mobile cranes engaged in the Cargo operations of a Vessel are allowed to be fueled alongside the Wharf by a fuel vehicle. The fuel vehicle must be permitted by the City of Houston Fire Marshal's office. Additionally, the fuel vehicle must be in compliance with the U.S. Department of Transportation standards.

- B. Tank Trucks, Tank Trailers and/or Gear Trucks: Tank trucks, tank trailers, gear trucks or other vehicles, apparatus or equipment, when used for the transportation of flammable liquids within the Terminal Facility, shall conform to the following requirements:
- 1) Tank trucks, tank trailers and/or gear trucks operating within the Terminal Facility shall be in compliance with all U.S.D.O.T. standards in effect at that time. LP gas trucks shall be considered to be in compliance with this section while permitted by a valid "Form 4 Card" issued under the rules of Docket 1 of the LP gas division of the Texas Railroad Commission.
  - 2) Every tank truck, tank trailer and/or gear truck shall have a conspicuous sign on each side and rear composed of four (4) inch letters reading "FLAMMABLE" and a sign reading "NO SMOKING" composed of four (4) inch letters installed at the draw-off valve.
  - 3) The responsible company or owning company name or corporate symbol is to be permanently displayed on each tank vehicle.
  - 4) Trailers shall be firmly and securely attached to the vehicle drawing them with appropriate safety chains.
  - 5) No tank or any part of any tank (not to include non-liquid-carrying appurtenances) shall extend beyond the chassis frame of the equipment being used to transport the flammable liquids. Draw-off valves or faucets which project beyond the frame shall be adequately protected.
  - 6) Vehicles transporting flammable liquids shall not be equipped with artificial light of any kind other than electricity. All lighting and low tension wires shall be in conduit or seal tight flexible conduit. Suitable fuses or other automatic overload protective devices shall be installed in all lighting and low tension circuits, except the ignition and starting motor circuits. All electric lights shall be adequately protected. All wiring shall be supported and protected from mechanical injury, chaffing and exposure or contact with oil, grease, gasoline or other compounds that tend to deteriorate the insulation, and shall be so located as to avoid damage to insulation from heat.
  - 7) Each tank truck, tank trailer and/or gear truck shall be equipped and maintained with at least two (2) approved-type hand fire extinguishers suitable for extinguishing flammable liquid fires. They shall be kept in good operating condition at all times and located in an accessible place on the vehicle. Drip pans and absorbent shall be available at all times.

- 8) Every vehicle shall be equipped with a reliable system of brakes, lights and horn which shall conform to the laws of the State governing such vehicles.
  - 9) All tank trucks, tank trailers, gear trucks and personal vehicles shall be prohibited inside any building except while undergoing repairs unless the building is used exclusively for the storage of such vehicles. Delivery of flammable liquids shall be conducted outside of any building.
  - 10) Smoking, flame, or fire is prohibited on or around tank trucks at all times while loading or unloading.
  - 11) Draw-off valves shall be equipped with a metal tag, plate or label on which is displayed, in letters not less than one-half (1/2) inch in height, the name of the particular product in the tank with which such draw-off valves are connected.
  - 12) Tank vehicles shall not be operated unless they are in proper repair, devoid of accumulation of grease, oil or other flammables and free of leaks.
  - 13) The driver, operator or attendant of any tank vehicle shall not leave the vehicle while it is being filled or discharged. Delivery hose, when attached to a tank vehicle, shall be considered to be a part of the tank vehicle.
  - 14) Motors of tank vehicles or tractors shall be shut down when making or breaking hose connections. If loading or unloading is done without the use of a power pump, the tank vehicles or tractor motor shall be shut off through-out such operations.
  - 15) The cargo tank shall be bonded to the fill pipe when loading. The bond-wire connection shall be made prior to commencing operations and shall be maintained in place during the entire operation.
  - 16) During filling operations tank trucks shall have approved parking brakes in operation. During discharge operations approved parking brakes shall be in operation.
- C. Welding or Hot Work: Oxyacetylene, electric, or any other welding or burning or other “hot work” within the Terminal Facility is permitted subject to the conditions set out herein and provided that the people involved in welding must have all appropriate certificates and permits. MTL reserves the right to audit all permits. The provisions of 49 CFR 176.54 and 33 CFR 126.15(c) are applicable to Vessels and the Terminal Facility respectively. When welding, burning or other hot work is being performed, positive means shall be taken to confine heat, sparks or slag so as to protect immovable fire hazards. Suitable operable fire extinguishing equipment shall be in the immediate vicinity and ready for instant use.

- D. Accumulation of Flammable or Combustible Waste or Rubbish: The accumulation of wastepaper, boxes, logs, grass, straw, weeds, litter, oils, greases and other flammable or combustible waste or rubbish of any kind in, under or upon the Terminal Facility, or the burning of such rubbish in an open fire, is declared to be a fire hazard and unlawful. Each day such violation continues or is permitted to continue shall constitute a distinct and separate offense.

#### **SUBRULE 9: HEALTH AND SAFETY**

- A. Scope: All rules and regulations issued by MTL with respect to Health and Safety are the minimum standards applicable for the Terminal Facility; however, in the event the laws, rules and regulations established by federal, state and local authorities are more stringent than, or regulate matters not addressed by, the minimum rules and regulations established herein, the more stringent or comprehensive shall govern. These rules and regulations shall apply to:
- 1) all Vessels docked at the Terminal Facility, and
  - 2) all Users of the Terminal Facility, including but not limited to piers, wharves, landings, buildings, transit sheds, private roadways, storage yards, warehouses and other structures at the Terminal Facility.
- B. Responsibility of Vessels and Users: From time to time, MTL may prescribe rules relating to health and safety within the Terminal Facility. However, nothing contained in any rules shall be construed as relieving Vessels and Users of their primary responsibilities regarding health and safety.
- C. Right to Inspect: No User or other person within the Terminal Facility shall prevent MTL, the Houston Port Authority Fire Department, Port Police, U.S. Customs, U.S. Coast Guard, the Houston Police Department, Harris County Sheriff's Department, or the Houston Fire Department, from entering any property for the purpose of confirming that the User or other person within the Terminal Facility is in compliance with the minimum safety rules and regulations that are established herein, provided that no such entering shall be prohibited by law.
- D. Right to Inform: MTL reserves the right to inform the U.S. Coast Guard of any health or safety risk or other nonconformity regarding any Vessel docked at the Terminal Facility pursuant to 33 CFR 96, et seq.
- E. General: Users shall comply with all applicable occupational health and safety standards set forth by federal, state and local law, and rules and regulations established in any Safety and Health Plan adopted by Users. Users shall conduct all operations in a manner to prevent risk to the health and safety of all persons and damage to all property and equipment. Users shall continuously monitor all persons, work, and equipment to assess and determine risks to health and safety. Users shall promptly mitigate and correct all such risks and conditions.

- F. Health and Safety of Users: Users shall be responsible for the health and safety of their employees, contractors, vendors, and visitors allowed in the Terminal Facility and shall require that they act in conformity with the rules and regulations set forth herein.
  
- G. Personal Protective Equipment: Users' employees, contractors, vendors, and visitors shall wear appropriate Personal Protective Equipment (as herein defined) in all operations areas as required by applicable safety rules and regulations. "Personal Protective Equipment" means all protective articles of clothing and other gear worn by persons performing a task or duty in order to reduce or eliminate the hazards of such task or duty. Personal Protective Equipment includes, but is not limited to, safety glasses, hard hats, reflective vests, and safety shoes.
  
- H. Health and Safety Manual: Each User and its contractors, if applicable, shall provide MTL a copy of its Health and Safety Manual or Health and Safety Plan upon request, and notify MTL of its designated person who is responsible for the administration of its health and safety plan. All such health and safety manuals or plans shall include an Emergency Action Plan as required by 29 CFR 1917.30. The emergency action plan shall be in writing and shall describe those designated actions Users and Users' employees must take to ensure safety from fire and other emergencies.
  
- I. Vehicle Traffic: All persons at the Terminal Facility shall comply with all posted speed limits and traffic signs while operating any motorized vehicle on the Terminal Facility. Any person operating a commercial vehicle within the Terminal Facility, which has had prior or shall have subsequent operation on public roads, shall have a valid commercial driver's license and Transportation Worker Identification Credential ("TWIC") in effect at all times during the operation of such vehicle. Any person operating a vehicle within the Terminal Facility in circumstances other than those set forth above shall have a valid state driver's license in effect at all times during operation of such vehicle. All individuals without a TWIC card will be escorted around the Terminal Facility at all times.
  
- J. Compliance With Law: All Users will comply with all applicable laws, rules, or regulations that may be promulgated by federal, state, or local regulatory agencies and governments. Smoking in the warehouses, elevators, transit sheds, on the wharves, or on Vessels is strictly prohibited. MTL is a non-smoking facility except in designated smoking areas.

#### **SUBRULE 10: VEHICLE SAFETY COMPLIANCE STANDARDS**

- A. All on-road and off-road vehicles will be required to comply with the safety standards set forth herein.
  
- B. On-Road Vehicles
  - 1) On-road vehicles are defined herein as all commercial motor vehicles (including by not limited to semi-trucks and all attached equipment including semitrailers) that are required to comply with the Federal Motor Carrier Safety Regulations (FMCSR) and/or the Texas Motor Carrier Safety Regulations (TXMCSR).



- 2) All on-road vehicles must be in compliance with the safety standards relating to the inspection, repair, and maintenance of those vehicles as set forth in the FMCSR and/or the TXMCSR.

C. Off-Road Vehicles

- 1) Off-road vehicles are defined herein as off-road yard trucks, including but not limited to off-road terminal tractors, and off-road semi-trucks but excluding personal vehicles, cranes and forklifts.
- 2) Off-road vehicles shall be inspected, repaired, and maintained in compliance with, at User's option (1) FMCSR and TXMCSR safety standards for on-road vehicles, or (2) applicable manufacturer specifications.

D. Penalties

- 1) In addition to all other applicable penalties provided in this tariff or in law, failure to comply with the requirements set forth in this Subrule may result in a "Do Not Operate" tag being placed upon vehicles and/or equipment on MTL property. Vehicles and/or equipment so tagged must be removed from service and the premises until the failure is corrected and documentation showing full compliance with the standards set forth herein is provided and accepted by MTL.

**SUBRULE 11: INSURANCE REQUIREMENTS FOR TRUCKS AND OTHER VEHICLES**

- A. The minimum insurance requirements of all trucks and other vehicles entering the Terminal Facility shall be the same as those set forth in 49 CFR § 387.303 (whether or not that regulation directly applies to such trucks or other vehicles) as issued, amended and reissued from time to time. Additionally, all trucks and other vehicles must comply with all insurance requirements, contracts, and leases, as well as under all federal, state, and other applicable law.

**SUBRULE 12: PROCEDURES AND USE CHARGES FOR CRANES AT THE TERMINAL FACILITY**

A. Rules Governing Privately Owned Cranes Working at the Terminal Facility:

- 1) Each crane will be identified by a unique number provided by the owner of the crane and will be clearly marked on the crane by the owner prior to entering the Terminal Facility. Privately owned crane operators must notify MTL when any crane at the Terminal Facility previously identified by a number is sold or decommissioned by no later than thirty (30) days after the date of sale or decommission.

- 2) All safety rules and regulations covering the operation of MTL cranes are applicable to privately owned cranes, including:
    - (a) 18,000 pounds load limit on  $\frac{3}{4}$  inch, two part, hoist lines,
    - (b) Cranes in close proximity must not swing loads over cab of adjacent cranes,
    - (c) All crane cables must be inspected for wear and damage on a daily basis, and
    - (d) Tipping of crane, jacking of loads and pulling dangerous overloads will not be permitted.
  - 2) Privately owned cranes must also comply will all provisions of 29 CFR Part 1919 and revisions as published by the Occupational Safety and Health Administration.
  - 3) Repair of private cranes at the Terminal Facility is to be cleared with MTL in advance. Trash generated by authorized repair work, but left behind, will be cleaned up by MTL personnel or contractors at cost plus 20%, which will be billed to the owners of the crane.
  - 4) Parking of cranes at the Terminal Facility is to be cleared with MTL in advance.
  - 5) Leaving cranes in a position which blocks rail tracks, gantry tracks and movement of other cranes at the end of each day's work is not permitted.
  - 6) Any crane failing to fulfill any of these conditions will be removed promptly from the Terminal Facility and this cost plus 20% will be billed to the owner of the crane.
- B. Rates: Cranes used at the Terminal Facility will be charged \$48.63 per crane, per calendar day for each day the crane is operating at the Terminal Facility. Crane use report is due to MTL from the stevedore no later than the 3<sup>rd</sup> business day of each month for the previous month.

### **SUBRULE 13: ARRANGEMENTS FOR BERTH**

- A. All Vessels, or their owners or agents, desiring a berth at the Terminal Facility shall, in advance of the date of docking, submit an application for berth including documents confirming financial responsibility acceptable to MTL, specifying the date of docking, sailing, and the nature and quantity of Cargo to be handled. The application for berth must be made to MTL before arrival of the Vessel at MTL.
- B. As a part of its application for berth, the Vessel, or its owners or agents, shall advise MTL of the protection and indemnity association (P&I Club) which affords the Vessel indemnity coverage as well as the name and telephone number of the local legal representative of the P&I Club who has knowledge of the coverage.
- C. Any damage caused by the Vessel to the wharf or any other part of the Terminal Facility, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and of the owners of the Vessel causing the damage. If the Vessel causes any damage to MTL, MTL shall be able to detain the Vessel until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

- D. To achieve quick turnaround of Vessels and to prevent congestion, maximum utilization of the Terminal Facility is required. MTL reserves the right at any time to receive at the Terminal Facility the Vessels that MTL determines, in its sole discretion, will achieve maximum utilization of the Terminal Facility.
- E. Any Vessel in berth after completion of loading or discharging or any Vessel refusing to work all available work shifts, including overtime at the expense of that Vessel, may be required to vacate the berth on order of MTL whenever another Vessel is awaiting the berth. Further, when in the judgment of MTL there is significant cause or reason to protect the public interest, or in the best interest of MTL, any Vessel may be ordered to move from its berth. Any Vessel failing to vacate its berth when so ordered shall be subject to all of the charges, expenses, and consequences set forth in Subrule 13 hereof.

**SUBRULE 14: VESSELS REQUIRED TO VACATE BERTH**

- A. MTL may, at any time and in MTL's sole discretion and at the Vessel owners expense, order a Vessel to vacate a berth, to change berths, or to shift position at a berth when:
  - 1) the Vessel refuses to work overtime at its own expense when directed to do so by MTL,
  - 2) the Vessel is not actually engaged or is no longer engaged in loading or discharging Cargo,
  - 3) another Vessel holding an agreement granting the preferential use of that berth at that time presents itself at the berth,
  - 4) the Vessel's presence presents a potential hazard to the berth, the Terminal Facility or the property or persons of others,
  - 5) the Vessel is performing shipyard maintenance or repair or the Vessel's maneuverability is impaired, or
  - 6) there exists any other cause that in the reasonable discretion of MTL requires the berth to be vacated. MTL may also hold out Vessels in circumstances where berthing space is not available, or will not be available long enough to complete the loading or unloading of a Vessel before another Vessel is scheduled to use the space. MTL may also require Vessels to move off of or between berthing space based on the draft or length of the Vessel, or to accommodate other Vessels and may, in its sole discretion, ask a Vessel to vacate the dock if the Vessel cannot be finished working within the time allowed to the Vessel to complete operations.

- B. MTL may, in its discretion, refuse the use of the Terminal Facility to any Vessel until all additional dockage charges, fees, expenses and liabilities have been paid by the Vessel. An order to vacate shall be given on reasonable notice but not less than four hours' time shall be allotted for the Vessel to vacate the berth, or two hours, which can be extended, in the reasonable discretion of MTL, for barges and tugs not loading or discharging Cargo at the Terminal Facility. Any Vessel failing or refusing to vacate a berth when so ordered shall be subject to additional dockage charges at the rate of \$5000 per hour or any part thereof. If legal action is required to remove any Vessel which fails to vacate a berth when so ordered by MTL, the Vessel shall be liable for, and shall pay, all legal expenses, including reasonable attorneys' fees.

**SUBRULE 15: DISPLAY OF LIGHTS**

- A. All Vessels, including barges, shall display lights from sunset to sunrise while lying at any berth at the Terminal Facility. Vessels must conform to navigation rules applying when anchored in the channel, and barges to display white lights visible all around the horizon, located at least eight feet above the water line on their outside or channel corners.

**SUBRULE 16: REPORTING OF COLLISIONS**

- A. In the event of a collision between two Vessels at or near the Terminal Facility or between a Vessel and any Terminal Facility, written reports of such collision must be provided within twenty-four hours to MTL by the pilot and by the master, owner or agent of said Vessel. In the case of a minor collision or collision where a Vessel is under way and proceeding to the open sea, there being no need for repair, said report may be mailed by the master of said Vessel from the next port which it passes, and provided further that, in all cases of collision, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.

**SUBRULE 17: FIRE ALARM**

- A. In the event of fire occurring on board any Vessel berthed at the Terminal Facility, such Vessel shall sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at the dock to which the Vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitute for, but may be used in addition to, other means of reporting a fire. The words, "prolonged blasts" used in this rule shall mean a blast from four to six seconds.

**SUBRULE 18: CARGO/BUNKER STATEMENTS REQUIRED**

- A. All Vessels, their owners and agents, using the Terminal Facility shall present certified copies of manifest or documentation deemed acceptable by MTL including all changes and supplements thereto, of Cargo loaded or unloaded on forms and in the manner prescribed by MTL.
- B. Certified copies of manifests on inbound Cargo shall be presented not later than 10 working days after arrival of the Vessel at the Terminal Facility. Certified copies of manifests on outward Cargo shall be presented not later than 10 working days after sailing.
- C. Vessels, their owners, agents and masters, and all other Users of the Terminal Facility, shall be required to permit access by MTL to manifests of Cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports files; or securing necessary data to permit correct estimate of charges.

- D. Bunkering: Vessel agents must provide MTL bunkering information whether by truck or barge to include buyer, vessel, quantity, quality and seller.

**SUBRULE 19: UNAUTHORIZED PROPERTY**

- A. The following shall be deemed “Unauthorized Property:”
- 1) All Cargo so deemed pursuant to Subrule 3 and all other applicable provisions of this or other applicable Tariffs;
  - 2) Containers which are removed from the wharf area and whose invoice is not paid within 30 days; and
  - 3) Equipment or other property other than containers, including but not limited to chassis, drums/boxes; cargo loading/unloading and equipment and Cargo of any kind which is left or stored on MTL property without written authorization from MTL.
- B. Any property which is deemed Unauthorized Property shall be assessed a storage fee of \$0.70 cents per day per ton plus \$1,000 per day for each day of the first 30 days it is on MTL property as Unauthorized Property and \$0.70 cents per day per ton plus \$5,000 for each day thereafter until the time the said Unauthorized Property is removed by the owner or the owner’s agent, or disposed of by MTL as provided for in this Tariff and under applicable law.
- C. All costs, including without limitation court costs and attorneys’ fees, in connection with enforcing any lien on Unauthorized Property on MTL property, and/or sale of the same or of any Unauthorized Property in accordance with applicable law, shall be the responsibility of the owner or the owner’s agent. MTL shall have the right to recoup from the sale of the Unauthorized Property all storage and other fees applicable under this Tariff and all related court cost and attorneys’ fees. Any amounts owing to MTL over and above the moneys received for the sale of such Unauthorized Property shall, in accordance with applicable law and any applicable court decision, be owed, jointly and severally, by the User, Owner, and Agent of the owner who was responsible for payment of same under the terms of this Tariff. Any amounts exceeding amounts owed to MTL under the terms of this Tariff, and also exceeding any applicable fees, court costs and attorneys’ fees, shall, in accordance with applicable law and any applicable court decision, be paid by MTL to said owner or its authorized agent.

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**GENERAL CHARGES**

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**SUBRULE 20: DOCKAGE RATES ON VESSELS ENGAGED IN ALL TRADES**

- A. Dockage shall be charged on the overall length of the Vessel as shown in the current issue of Lloyd's Register of Shipping. If length is not shown in Lloyd's Register, the Ship's Certificate of Register showing length will be accepted. However, MTL reserves, without question, the right to measure any Vessel when deemed by it to be necessary and to use such measurements as the basis of the charge. When necessary to measure a Vessel, the linear distance in feet shall be determined from the most forward point on the bow of the Vessel to the after most part of the stern of the Vessel, measured as parallel to the base line of the Vessel.
- B. Dockage on all Vessels, except as provided elsewhere in this Tariff, will be determined by multiplying the Length Overall (LOA) in feet, by the rate in cents per foot, to establish the dockage charge per 24 hour day.

<u>LOA</u>	<u>RATE</u>
000-199	\$ 3.03
200-399	\$ 3.98
400-499	\$ 5.42
500-599	\$ 7.30
600-699	\$ 8.47
700-799	\$10.74
800-899	\$12.92
900-OVER	\$15.49

- C. After the first period of twenty-four hours, any period of berth occupancy of twelve hours or less will be billed at one-half of that day's rate.
- D. Dockage assessment for the third twenty-four hour period will be at ninety percent, fourth twenty-four hour period will be at seventy-five percent, fifth twenty-four hour period at sixty percent, sixth and succeeding twenty-four hour periods of uninterrupted berth occupancy will be fifty percent of applicable rates set out above.
- E. To reduce night transits on the Houston Ship Channel and enhance safety, Vessels will be allowed to dock without charge from 1800 hours to 0600 hours. However, if Vessel operations begin before 0600 hours, then normal dockage charges will apply starting at the docking time. If no Vessel cargo operations begin before 0600 hours, then dockage charges begin at 0600 hours.
- F. A Dockage fee of \$1500 per hour will be charged to any Vessel that uses any Terminal Facility without the express agreement and consent of MTL. Additionally, any Vessel that uses the Terminal Facility without authorization and causes any damage to the Terminal Facility will be immediately charged for the cost of all damage, all costs of repair and a 20% fee for the overhead charges incurred by MTL to make the repairs.

**SUBRULE 21: CHARGE FOR WATER**

A. Water will be supplied to Vessels through hoses provided by the Vessel for the following charges:

- 1) One time service charge for establishing connection between 8:00 a.m. and 4:30 p.m.  
Monday through Friday except holidays \$145.63
- 2) One time service charge for establishing connection at all other times \$342.16
- 3) Plus charge per 1,000 gallons delivered \$5.62

**SUBRULE 22: SHED AND/OR WHARF USE HIRE**

- A. Application: Vessels loading or discharging Cargo, and utilizing wharf shed or sheds and/or wharf for the assembly or distribution of 100 tons or more of such Cargo, will be assessed a shed and/or wharf use hire charge.
- B. Charge: The shed and/or wharf use hire charge shall be a one-time charge equivalent to the first day's dockage set out in Subrule 18.
- C. Measurements: Shed and/or wharf use hire shall be charged on the overall length of the Vessel as shown in Lloyd's Register of Shipping. However, MTL reserves, without question, the right to measure any Vessel when deemed by it to be necessary, and to use such measurements as the basis of the charge.

**SUBRULE 23: CHARGE FOR CLEANING OF BERTH**

A. Charge

- 1) A charge of \$399.00 will be assessed to each Vessel loading and/or discharging 501 tons or more of Cargo on to or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, on open wharves and in transfer of Cargo across, from or to wharf apron.
- 2) A charge of \$306.00 will be assessed to each Vessel loading and/or discharging 500 tons or less of Cargo on, to or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, on open wharves and in transfer of Cargo across, from or to wharf apron.

B. Exceptions

Charges in A above do not apply to:

- 1) Vessels loading and/or unloading containers only.
- 2) Ro-Ro vessels loading and/or unloading vehicles only.

C. Excessive or Unusual Cleaning. When the cleaning required to restore the area of a Vessel assignment to normal condition exceeds that cleaning which would usually attend to the Cargo loaded or discharged, an excessive cleaning charge may be assessed.

**SUBRULE 24: RECEIPTS FOR CARGO**

- A. Receipts for Cargo. Liner Services shall furnish a daily receipt for Cargo placed in the Vessel's berth by MTL's designated freight handler in its capacity as unloader of railroad cars, motor vehicles, or other conveyances delivering Cargo to the Terminal Facility. Such Cargo shall be considered in the Liner Service's care, custody and control, and Liner Service shall be responsible for such Cargo from time of placement in Vessel's berth by the designated freight handler. Cargo placed in a Vessel's berth between 8:00 A.M. and 5:00 P.M. shall be receipted for promptly on the day it is unloaded, and prior to 6:00 P.M. Cargo placed in a Vessel's berth after 5:00 P.M. and prior to 8:00 A.M. shall be receipted for not later than the following 9:00 A.M.

*EXCEPTION:* Upon prior arrangement with MTL, Cargoes moving on charter assignment and single consignments of bagged rice, bagged grain and grain products and certain relief aid and United States Department of Agriculture shipments, from one shipper to one destination, may be unloaded prior to firm booking on a specific Vessel. When so permitted the Cargo will remain in the care, custody and control of the shipper until booked on a named Vessel at which time the Vessel shall furnish a receipt for the shipment and assume responsibility for same.

- B. Receipt and Delivery of Trucks: Trucks delivering Cargo to the Terminal Facility must have instruction as to which Vessel is involved before entering the Terminal Facility. Trucks carrying Cargo from shipside facilities must leave copy of the Vessel or cargo handler's receipt, properly signed, setting forth the commodity, number of packages and weight of the load at the gate of exit from the Terminal Facility.
- C. Receipt and Delivery of Railroad Cars: For General Instructions and Rules Contact the Designated Freight Handler.

**SUBRULE 25: SEGREGATION OF CARGO**

- A. Cargo Discharged from Vessels:
- 1) Vessels discharging Cargo at the Terminal Facility must tender such Cargo in separate lots as identified by applicable ocean bills of lading and marks.
  - 2) The party assigned responsibility for loading and unloading shall have the right of refusal to handle Cargo not properly segregated by a Vessel, but may, upon its election and at specific request of a Vessel, its authorized agent or owner, perform segregation at actual cost of such service, plus 20 percent.
  - 3) Further segregation performed to comply with loading and/or delivery instructions will be performed at expense of party requiring same at actual cost of such service, plus 20 percent.
- B. Cargo Received for Vessels: For General Instructions and Rules Contact the Designated Freight Handler.



**SUBRULE 26: SPECIAL SERVICE**

- A. Special Services Not Covered in Tariff: Any labor or material required for special services not covered in this Tariff shall be provided at actual cost plus twenty percent, or flat rate prices will be quoted by the party providing services upon application.
- B. Helicopter Landing Fee: A landing fee of \$1287.00 will apply to any helicopter landing or departing the Terminal Facility under its own power prior to export or after import.
- C. Mobile Equipment Washdown Facility: The washdown facility shall only be available to those Users who have signed an agreement for use of the washdown facility and have coordinated with the freight handler for use of the facility. All conditions in this Tariff will apply to use of the washdown facility. MTL will charge the freight handler a fee of \$489.25 per month for use of the washdown facility which the freight handler may charge back to Users of the washdown facility.
- D. Vessel Shifting Fee: Vessels will be responsible to pay for any Vessel shift charges at the Terminal Facility regardless of the cause of the shift. This specifically includes, but is not limited to, charges for shifting Vessels when the shift is required to accommodate other Vessels at the Terminal Facility.
- E. Electrical Power Supplied to Refrigerated Containers: A fee of \$36.17 per unit per day will apply to any container needing connection to a Reefer Plug. Please note that MTL does not provide refrigerated container monitoring or plug in services. Ocean carriers are responsible to ensure all reefers are plugged/unplugged during vessel operations through coordination with the terminal operators Gulf Stream Marine and/or outside vendors. MTL is not responsible for the transmission of operating temperatures of arriving/departing temperature controlled loaded units, nor does MTL advise truck, rail, or vessel operators of temperature settings. These services and all other services are provided by the terminal operators Gulf Stream Marine and/or outside vendors.

**SUBRULE 27: Reserved**

**SUBRULE 28: PORT SECURITY**

- A. In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated, under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33CFR 105, MTL will assess against and collect from all Users of the Terminal Facility a Port Security Fee as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this and other governing tariffs:

- 1) Vessels (including, without limitations, barges):

- (a) Eight-point seven five percent (8.75%) of total dockage assessed per port call
- 2) Cargo:
  - (a) Break-bulk \$ 0.2147 per ton
  - (b) Bulk Cargo (dry or liquid) \$ 0.0485 per ton
  - (c) Containers \$ 4.15 per loaded container
  - (d) Vehicles \$ 1.19 per unit
- B.** MTL shall have all of the rights and remedies provided in this Tariff and other governing tariffs for failure to pay amounts due MTL and may (1) require from said User a deposit estimated to cover such fees in advance of using the Terminal Facility, and/or (2) deny service to said User until said deposit is made and/or all amounts due are paid.

**C. Terminal Access**

- 1) All persons seeking to access, enter, or obtain escorting or other privileges on MTL Property which has Restricted Access must have a valid TWIC Card.
- 2) Attempting to gain entry or access to, or escorting privileges on MTL property without identification, or failing to follow proper procedures, including, without limitation:
  - (a) Submitting false, incomplete, or misleading information requested in applying for entry, access or escorting privileges.
  - (b) Failing to disclose completely and truthfully all information requested by MTL in the process of granting access, entry and/or all other security identification.
  - (c) Failing to notify MTL of any changes in the information originally submitted in respect of security access or privileges.

shall be considered infractions of the security provisions of MTL.

**D. Disciplinary Action**

- 1) Failure to observe any provision(s) or rule(s) relating to security shall, at the discretion of MTL, be cause for the imposition of the following disciplinary measures:
  - (a) 1<sup>st</sup> offense, up to 30 days of electronic or terminal access permission suspended.
  - (b) 2<sup>nd</sup> offense, up to 60 days of electronic or terminal access permission suspended.
  - (c) 3<sup>rd</sup> or subsequent offense, up to 365 days electronic or terminal access permission suspended or permanent revocation of terminal access, depending upon the seriousness of all the offenses considered together. Additionally, when the offense is committed by a person with escort privileges and relates to the duties of providing escort services, such person shall attend TWIC escort training prior to potential reinstatement of escort privileges.

- 2) Notwithstanding the series of disciplinary measures set forth above, any act which constitutes a first or second offense and which in the reasonable discretion of MTL creates a substantial hazard or breach shall be cause for imposition of the penalties applicable for a third or subsequent offense.
- 3) In addition to the infractions noted above the following shall be considered infractions of MTL's Facility Security Plan; bypassing established entry points, breaching, circumventing, or not fully observing established security rules/procedures and any other action which is a violation of any of the policies, standards, procedures, rules and regulations of MTL, or other applicable federal, state or local laws or regulations relating to security.

#### **SUBRULE 29: FREE TIME AND WHARF DEMURRAGE CHARGES**

##### **A. Computation:**

- 1) Saturdays, Sundays and holidays will not be excluded in computation of free time and wharf demurrage charges.
- 2) Any fractional part of twenty-four (24) hours will be counted as one day.
- 3) Any fractional part of one ton (2,000 lbs.) will be computed as one ton.
- 4) On inbound Cargo, free time will commence the following day after Vessel completes discharge. Wharf demurrage charges apply after expiration of free time period, terminating day next preceding removal of Cargo from wharves or premises.
- 5) On outbound Cargo, free time commences after Cargo is unloaded and placed on wharves or premises in an assigned berth. Wharf demurrage charges apply after expiration of free time period, terminating the day next preceding commencement of loading of Vessel to which Cargo is assigned and subsequently loaded. Cargo remaining on wharves or premises after sailing of Vessel to which assigned will be subject to computation of free time and wharf demurrage charges from initial placement on such wharves or premises, and wharf demurrage charges together with all other related charges accrued against such remaining Cargo shall be charged to the Cargo until the next day preceding its removal from wharves or premises.

B. Transshipped Cargo: When Cargo landed from a Vessel is reloaded on a Vessel without being removed from the wharves, the free time commences on the day the Vessel completes discharge. Wharf demurrage charges apply after expiration of free time period, terminating day next preceding commencement of loading to Vessel to which Cargo is assigned and subsequently loaded.

##### **C. Assessment of Charges:**

- 1) Wharf demurrage charges will be calculated for the period property remains at the Terminal Facility.
- 2) On Cargo remaining at the Terminal Facility in excess of 30 days, charges will be invoiced by individual bill of lading lots and will be billed at the end of calendar month, or more frequently, if deemed desirable.

3) Minimum charge shall be \$55.

D. Free Time:

1) Single consignments of one commodity of two thousand (2,000) tons or more on one bill of lading:

(a) Inbound and outbound Cargo under 2000 tons thirty (30) days.

(b) Inbound and outbound Cargo over 2000 tons thirty (30) days.

2) Transshipped Cargo: 30 days commencing the day the Vessel completes discharge.

E. Charges: Cargo remaining on the Terminal Facility after expiration of free time will be assessed wharf demurrage at graduated per day rates of (cents per ton):

1) Under 2000 tons    \$0.35 for 31- 37 days per ton per day  
                              \$0.45 for 38-50 days per ton per day  
                              \$0.75 for 51+ days per ton per day

2) Over 2000 tons    \$0.35 for 31 - 37 days per ton per day  
                              \$0.45 for 38 – 50 days per ton per day  
                              \$0.75 for 51+ days per ton per day

F. Free Time/Wharf Demurrage for Empty/Loaded Containers and Flat Racks:

1) 20' Empty/Loaded Containers and Flat Racks - 10 days free time

2) 40' Empty/Loaded Containers and Flat Racks - 10 days free time

G. Charges: Containers and Flat Racks remaining on the Terminal Facility after expiration of free time will be assessed wharf demurrage:

1) 20' Empty/Loaded Containers and Flat Racks    \$6.00 per container/per day

2) 40' Empty/Loaded Containers and Flat Racks    \$12.00 per container/per day

3) No maintenance or repair on terminal is allowed

H. Exceptions:

- 1) Option of Movement to Storage: Upon expiration of free time MTL, at its option, may move, or cause to be moved, Cargo from the Terminal Facility to licensed public storage. Transfer charges to storage will be assessed at the applicable rate.
- 2) Rules and Charges During Water Front Strike or Work Stoppage of Water Front Labor (Not Applicable on Cotton and Cotton Linters): When due to a general water front strike or work stoppage of water front labor engaged in handling Cargo, if the Cargo is not removed from the Terminal Facility within the free time period, the Cargo will be allowed additional free time equal to but not in excess of the duration of such interference. Cargo which has exceeded the free time period and is accruing demurrage at the time such interference begins will be assessed demurrage charges at the rate shown in this Tariff during such interference.
- 3) Wharfage Charge Application – LASH / Seabee Barges: Cargo loaded in LASH/Seabee barges will be subject to wharfage charges as if transferred between Vessel and wharf.
- 4) Loading of Cargo designated by U.S. Customs as General Order: Will be charged for as "All Commodities Not Otherwise Specified" and will be at rate set forth elsewhere in this Tariff.
- 5) Wharfage Earned: Cargo shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected whether or not eventually loaded on a Vessel. The minimum charge is \$10.00.
- 6) Wharfage Charge Applicable to Transshipped Cargo: Cargo discharged from Vessels to a wharf for transshipment by Vessel, if reloaded within thirty days, and has not changed ownership and if it has not been removed from the wharf, will be billed wharfage following reloading for outward shipment. The day on which Cargo is placed on the wharf shall be counted as the first day. The day on which Cargo is lifted shall not be counted.
- 7) Wharfage Charge Applicable to Transshipped Cargo Handled on Offshore Side of Vessel: Cargo transferred directly to or from offshore side of Vessel while such Vessel is moored at the Terminal Facility will be assessed wharfage at the charge applicable had such Cargo been placed upon and passed between wharf and Vessel as noted above.
- 8) Explanation of Terms:
  - (a) Combination Articles: When not specifically named in this Tariff, articles which have been combined or attached to each other will be charged at rating for the articles bearing the highest rate in the combination.
  - (b) Parts or Pieces Constituting Complete Article: Parts or pieces constituting a complete article, receiving as one shipment, will be charged a rate for complete article.
  - (c) Knocked-down Articles: Rate on articles knocked down (K.D.) apply only when article is taken apart in such manner as to materially reduce space utilized. Merely separating article into parts without reducing bulk does not constitute knocking down or entitle article to K.D. rate.

- (d) Packing House Products, Definition of: Where reference is made to the term "Packing House Products," same shall include the following:

Back Fat, in packages  
Bacon, cured, in bags, barrels, boxes, casks or  
crates Beef, dried, in sacks, boxes, barrels, casks  
or crates Beef and Hog intestines, uncleaned, in  
boxes or barrels Beef, pickled  
Bladders, in boxes or barrels  
Cottonseed Foots  
Cottonseed Oil Fatty  
Acids Cracklings  
Deglycerinated Cottonseed Oil  
Glue, Flake, ground, jelly and sheet  
Grease, in buckets, tubs, pails, barrels or iron drums  
Hams, boiled, packed  
Hams & Shoulders, cured, in bags, boxes, barrels, casks or crates  
Lard, in packages  
Lard, Leaf, packed  
Lard, Oil, in  
packages Lard  
substitutes  
Meats, cured, dried or salted, in bags, boxes, barrels, casks or crates  
Meats, pickled, in glass  
Meats, canned, including canned vegetable ingredients, canned sausage, chicken  
tamales, chili con carne, corned beef, corned beef hash, meats (dried or smoked),  
meats (pickled or potted)  
Neatsfoot Oil  
Neatsfoot  
Stock Neutral  
Oil, Oleo, in barrels or tierces  
Oil, Red  
Oleo Stock  
Pig's Feet, pickled or in brine, in wood  
Pork, cured, packed  
Sausage, dried smoked or canned  
Sausage Casings, pickled in barrels or kegs  
Sheepskin Trimmings, green  
Tallow  
Tallow Oil in packages  
Tongues, pickled, in wood or in glass  
Tripe, in kegs, barrels or casks  
Vegetable Oil Shortenings, in semi-solid or plastic form, in packages  
Weasands, dry, in boxes or barrels

- (e) Furniture, All Kinds, Including Household Furniture, Furnishings and Appliances: The foregoing description applies to all types of furniture, household furnishings and appliances, including Stoves, Refrigerators, Cooling Boxes or Store Display Refrigerator Boxes, with or without freezing units, Pianos, Radios, Phonographs, Television Sets, and combinations thereof. Does not apply to clothing or related items of personal effects.

- (f) Drums or Barrels, Definition of:  
Drums or barrels are defined as straight-sided cylindrical containers of not less than 5 gallons capacity, with ends (heads) of equal diameter and with or without bail or handle.
- (g) Miscellaneous Manufactured Articles, Definition of (See Note Below):
- (1) Group I: Sanitary, plumbing, heating and lighting fixtures, lamp bulbs and fittings, garden tools and garden supplies.
  - (2) Group II: Travel goods, handbags, and leather goods, clothing and accessories, footwear, photographic and optical goods, watches and clocks, musical instruments, printed matter, candles, woodenware, glassware, dinnerware, tableware, kitchenware, ceramics and porcelain ware, chinaware and earthenware, cookware, pewter and tinware, sporting goods, jewelry, paintings and art objects, stage scenery and costumes, trophies, and antiques other than furniture.
  - (3) Group III: Novelties, games, toys, plastic articles, artificial flowers, reed, bamboo and cane goods, willowware, Christmas tree ornaments and decorations, paper mache, and paper articles.

NOTE: Rate herein provided applies on straight or mixed shipments of the above named commodities unless other provisions, published elsewhere in this tariff, specifically describes any article included in this description of manufactured articles. Such other description must be specific as classification by analogy is not permitted.

**WHARFAGE CHARGES**

**All wharfage charges are in cents per ton of 2,000 lbs. and apply to all shipments at actual weight, except as otherwise noted.**

Commodity	Wharfage
<b>WHARFAGE CHARGES WILL NOT EXCEED THE FOLLOWING CHARGES:</b>	
<b>SUBRULE 30: All Commodities Not Otherwise Specified</b>	\$3.91
<b>SUBRULE 31: All commodities, not otherwise specified, in bulk through pipeline, including to or from Vessel moored on offshore side</b>	\$1.50
<i>EXCEPTION:</i> Bunker fuel and lubricating oils for Vessels, in bulk:	\$0.37 per metric ton
<b>SUBRULE 32: AIRCRAFT AND AIRCRAFT PARTS</b>	\$7.55
<b>SUBRULE 33: ALUMINUM</b> unwrought ingot or billet	\$3.08
<b>SUBRULE 34: BEANS, PEAS, LENTILS</b> Dried, in packages weighing not less than 50 lbs. or more than 110 lbs.:	\$3.91
<b>SUBRULE 35: Reserved</b>	
<b>SUBRULE 36: CONTAINERS</b> Container of maximum dimensions 40 feet in length, 8 feet 6 inches per ton in width and 8 feet 6 inches in height, gross weight 6001 pounds but not exceeding 70,000 pounds (But See Exceptions Below):	\$3.91



Commodity	Wharfage
<i>EXCEPTION 1:</i> Container must be constructed in a manner that will permit handling from either side by forklift and/or crane equipment.	
<i>EXCEPTION 2:</i> Not applicable on shipments of household goods moving in packing vans or packing cases.	
<i>EXCEPTION 3:</i> Loaded containers will be charged loading or unloading and wharfage at the rates specified, based on the weight of the products only, providing gross and tare weights are shown on the documents requesting the handling	
<i>EXCEPTION 4:</i> Empty containers will be charged loading or unloading and wharfage at the rates specified, based on the actual weight of such container.	
<i>EXCEPTION 5:</i> Containerized Cargo manifested for human consumption, shipped under a USDA export program will be assessed wharfage at the rate shown by the specific commodity.	
<b>SUBRULE 37: CLASS 7 CPH CONTAINERS, FLAT RACKS AND ISO TANKS</b>	\$12.75
<b>SUBRULE 38: COPPER CATHODES</b>	\$3.91
<b>SUBRULE 39: Reserved</b>	
<b>SUBRULE 40: Reserved</b>	
<b>SUBRULE 41: Reserved</b>	
<b>SUBRULE 42: GRAIN AND GRAIN PRODUCTS</b> Grain and grain products (not otherwise shown) consisting of not more than 25 percent of other ingredients: Barley, Corn, Darso, Feterita, Hegari, Kaffir, Milo, Maize, Oats, Rye, Wheat, Flour and Bulgar in sacks Weighing not less than 50 lbs. and not more than 110 lbs.	\$3.91

<b>Commodity</b>	<b>Wharfage</b>
<b>SUBRULE 43: IRON OR STEEL ARTICLES</b> Chain Iron in Coils, Ingots, Nails in boxes or kegs, Pig Iron, Railway Equipment, Wire in Coils, Staples:, Bars, Billets, Blooms	\$2.57
Steel: Pipe, Beams, Structural and Plate	\$2.57
Steel Sheets: In Coils, Banded or Secured or Packaged Non Skidded or Skidded	\$2.57
Wire Rods: in Coils	\$2.57
<b>SUBRULE 44: Reserved</b>	
<b>SUBRULE 45: Reserved</b>	
<b>SUBRULE 46: Reserved</b>	
<b>SUBRULE 47: PAPER, KRAFT, and/or WRAPPING, PULPBOARD or FIBERBOARD</b>	
In rolls	\$3.12
Not otherwise specified	\$3.91
Bleach board, Coated or Uncoated, in rolls	\$2.27
<b>SUBRULE 48: PAPER, PRINTING, OR NEWSPRINT</b> In rolls, average weight per roll not less than 1,500 lbs Minimum shipment per Vessel 2,000 short tons	\$3.12
<b>SUBRULE 49: Reserved</b>	
<b>SUBRULE 50: Rails, Railway Track, Iron and Steel, and Fittings</b> Unloaded from open top railway cars or trucks and when rails are Loaded on car or truck with 3 or more slats of 1” or more in thickness between layers of rails	\$3.91
<b>SUBRULE 51: Reserved</b>	
<b>SUBRULE 52: RICE AND RICE PRODUCTS</b> In packages weighing not less than 45 pounds And not more than 110 pounds	\$3.91
Rice, in bags on marine-type pallets, when unloading from flatbed Trucks only and subject to the following conditions shown in Note 1, 2, and 3	\$3.91

Commodity	Wharfage
<b>SUBRULE 53: SCRAP METAL</b> Iron or Steel in bulk direct from railcars or trucks to Vessel	\$2.43

**SUBRULE 54: Reserved**

<b>SUBRULE 55: VEHICLES, MACHINERY (SELF-PROPELLED), AUTOMOBILES, TRUCKS, TRAILERS, UTILITY VEHICLES, MILITARY ORDINANCE VEHICLES, AGRICULTURAL MACHINERY (tractors, combines, etc.) and LOCOMOTIVES</b>  Driven On/Off Land Carrier Equipment	\$7.61
Lift On or Lift Off Carrier Equipment	\$7.61
Knock Down, Parts	\$5.51
Agricultural Machinery	\$3.91
Used grading or road making machinery being returned to the United States	\$3.91
Front End Loaders with Backhoe Attachments. This Wharfage rate is Applicable to single shipments consisting of 700 units or more	\$5.51
<b>Additional Charges:</b>	
<p>The following additional charges may apply to the handling of vehicles:</p> <ol style="list-style-type: none"> <li>1) A Charge of \$43.72 per vehicle will be made when necessary to drain or add fuel or water or disconnect or connect battery cable to vehicles, whether vehicles have been imported or will be exported.</li> <li>2) A charge of \$42.60 per vehicle will be made if the Customs stamped or perforated title is not surrendered to the freight hander at the time of delivery (Export vehicles only).</li> <li>3) A charge of labor cost, plus 20% for overhead, will be made for any special services required, including, but not limited to: repairs, resolution of mechanical problems, battery charging, etc.</li> </ol> <p>Detached implements, apparatus or attachments for vehicles will incur a separate handling charge based on the appropriate rate, however, if physically attached to the vehicle at the time of loading or unloading, it will be considered part of the unit and no additional charges will apply</p>	

Commodity	Wharfage
<p><b>SUBRULE 56: WIND POWER GENERATING EQUIPMENT</b> including but not limited to Turbines, Towers, Hubs, Blades, Nacelles and other components.</p> <p>Wind power equipment is designated as a weight or measure commodity, whichever creates the greatest wharfage</p>	\$3.54 per short ton weight or \$1.92 per cubic meter (measure)
<b>SUBRULE 57: WOOD</b>	\$3.91