



WESTERN STEVEDORING COMPANY LIMITED

TERMINAL SERVICES TARIFF

FOR

LYNNTERM

@ EAST GATE

15 Mountain Highway
North Vancouver, BC

@ WEST GATE

95 Brooksbank Avenue
North Vancouver, BC

PORT OF VANCOUVER

"NOTICE"

Take notice that the terms and conditions of this Tariff contain provisions limiting and excluding liability on the part of Western Stevedoring Company Limited and the Vancouver Port Authority (see General Terms And Conditions, Limitation And Exclusion Of Liability, Pages 47-57).

EFFECTIVE: January 1, 2010
REVISED: July 22, 2010

TABLE OF CONTENTS

LYNNTERM EAST GATE INFORMATION SHEET	5
LYNNTERM EAST GATE GENERAL ENQUIRIES	6
LYNNTERM WEST GATE INFORMATION SHEET.....	7
LYNNTERM WEST GATE GENERAL ENQUIRIES.....	8
PREFACE AND BASIC TERMS	9
Short Title	9
Publication.....	9
Notice to Public - Application.....	9
Relationship and Acceptance.....	9
Limitation and Exclusion of Liability.....	9
Charges.....	9
Effective Date and Changes.....	10
EXPORT FOREST PRODUCTS	11
Packaged Lumber	11
Unitized Panel Products (Stickers Attached).....	12
Woodpulp	12
Palletized Shingles/Shakes	12
Paper Products.....	12
STEEL PRODUCTS	13
Iron and Steel.....	14
GENERAL COMMODITY CHARGES.....	16
EXPLANATION OF GENERAL COMMODITY CHARGES	19
Wharfage Charges	19
Stuffing and Destuffing.....	20
Handling – Breakbulk Cargo	20
Loading/Unloading	21
MISCELLANEOUS CHARGES.....	22
DEMURRAGE CHARGES	23
EXPLANATION OF MISCELLANEOUS CHARGES	24
CONTAINER CHARGES.....	26
EXPLANATION OF CONTAINER CHARGES	27
Container Operations	27
Container Handling includes the Following Services	27
Container Services	29
Storage of Empty Containers	30
DIRECT TRANSFER CHARGES.....	31
EXPLANATION OF DIRECT TRANSFER CHARGES	32
VESSEL SERVICES.....	33
Handling Vessel Lines.....	33
Berthage.....	33
Miscellaneous Vessel Services.....	34
EXPLANATION OF BERTHAGE CHARGES.....	35
BASIS FOR ESTABLISHING THE VESSEL'S LENGTH	35
BERTHING POLICY	36
MAN HOUR RATES AND EQUIPMENT RENTAL RATES	37

LABOUR AND EQUIPMENT	39
Application of Man Hour Rates and Equipment Rental Rates.....	39
Minimum Number of Hours	39
Overtime and Premium Time	39
Standby or Waiting Time	40
MATERIALS SUPPLIED	40
USE OF MOBILE CRANE – HEAVY LIFT/SPECIAL EQUIPMENT TO LOAD AND UNLOAD GOODS.....	40
CHARGES GENERALLY (IN ALPHABETICAL ORDER).....	40
Absorption of Terminal Charges by Ocean Carriers	40
Calculation of Charges – 4 to 1 Rules, Weight vs. Measurement	40
Charges Payable by Whom.....	41
Charter Party Agreements, Sales Contract, Etc.....	41
Goods and Services Tax	41
Minimum Billing Charge	41
Payment of Charges.....	41
Rates Subject to Change	42
Reduction of Charges.....	42
Terminal Charge.....	42
Weights and Measurements.....	42
DEFINITIONS.....	43
Western Stevedoring.....	43
Lynnterm East Gate	43
Lynnterm West Gate	43
Authority Property.....	43
DEFINITIONS (IN ALPHABETICAL ORDER).....	43
Bill of Lading.....	43
Breakbulk Cargo.....	43
Cargo, Goods and Freight or Merchandise	43
Collective Agreement	43
Container.....	44
Container Freight Station (CFS).....	44
Container Storage Area.....	44
Container Yard (CY).....	44
Containerized Cargo	44
Demurrage	44
Dock Apron.....	44
Free Time	45
Hirer.....	45
I.S.O.	45
Inland Carrier.....	45
M/E	45
Main Mark.....	45
N.O.S.....	45
Non-Working Period	46
Ocean Carrier.....	46
Overtime/Premium Time	46
Owner.....	46

Packaged Lumber	46
Place of Rest – Breakbulk Cargo	46
Shipment	47
Storage.....	47
Straight Time	47
T.E.U.	47
Tonne M	47
Tonne W.....	47
Unitized Goods.....	47
Vessel.....	48
GENERAL TERMS AND CONDITIONS, LIMITATIONS AND EXCLUSION OF LIABILITY	49
Short Title	49
Publication.....	49
Relationship and Acceptance.....	49
Effective Date and Changes.....	49
GENERAL TERMS AND CONDITIONS (IN ALPHABETICAL ORDER)	50
Cargo, Received or Delivered	50
Demurrage – Rail Cars or Vessels.....	50
Explosives and Hazardous Cargo	50
Goods Requiring Refrigeration.....	50
Information to be Supplied to Western Stevedoring.....	51
Owner’s Risk	51
Redelivery and Transhipment of Cargo.....	52
Release of Cargo Boards or Pallets	52
Responsibility Limited on Leased Equipment.....	52
Right to Refuse Cargo, Containers, or Chassis	53
Right to Remove, Transfer or Warehouse.....	53
Right to Sell for Unpaid Charges.....	53
Right to Withhold Delivery of Freight.....	53
LIMITATION AND EXCLUSION OF LIABILITY	54
METRIC CONVERSION TABLES	58
METRIC EQUIVALENTS	58

LYNNTERM EAST GATE INFORMATION SHEET

- Address:** 15 Mountain Highway, North Vancouver, BC V7J 2J9
- Terminal:** 33 hectares (82 acres) heavy-duty paved area.
- Berthing Facilities:** 4 berths with total length of 915 metres (3,000') all concrete, depth alongside 15 metres (50') at low water.
- Warehouse Facilities:** Four warehouse facilities comprising 58,200 square metres (626,000 square feet) suitable for storage of forest products, general cargo and steel. The warehouses are serviced by rail trackage and have flush loading aprons for trucks and railcars.
- Rail Facilities:** Direct service by the Canadian National Railway and interchange with all major railways. Approximately 7.5 km (4.7 miles) of track providing direct access to shed and storage areas. A track along the dockface backed by an extensive holding area provides Direct Transfer to railcar capabilities. Railcar shunting equipment is available for switching on site.
- Maintenance Building:** A completely equipped maintenance building for servicing and repairing of all terminal equipment.
- Containers:** The dock is set up and equipped to accommodate the Handling and the Stuffing/Destuffing of containers. Mobile cranes are available upon request, electrical outlets are available for reefer containers.
- Equipment:**
- a) 41,731 kg. (92,000 lb.) 36,285 kg. (80,000 lb.) and 27,215 kg. (60,000 lb.) forklifts for containers, heavy lifts and steel.
 - b) 15,875 kg. (35,000 lb.) forklifts for woodpulp, lumber, steel and container handling
 - c) 6,805 kg. (15,000 lb.) and 3,630 kg. (8,000 lb.) forklifts for plywood, woodpulp and general cargo.
 - d) 2,495 kg. (5,500 lb.) forklifts for railcar, general and containerized cargo.
 - e) A wide range of fork and clamp attachments and specialized gear for specific cargo applications.
 - f) Tractor/trailer systems for transporting plywood, woodpulp and general cargo from/to ship and shed.
 - g) Rubber-tired pushers for railcar switching.
 - h) Highway class road sweepers for site cleaning.

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

Telephone Numbers: **Main Office** (604) 904-2800
Fax Number (604) 904-2801

Terminal Offices:

- Foremen's Office (604) 904-2867
- Maintenance Shop (604) 904-2862
or (604) 904-2864
- First Aid (604) 904-2865

LYNNTERM EAST GATE GENERAL ENQUIRIES

Rate or Billing Enquiries:

terminalquotes@westeve.com
Paul McKay – Marketing Manager (604) 904-2853

Operations:

Dave Lucas – Manager Terminal Operations (604) 904-2836
Bud Thorson – Superintendent (604) 904-2835
Tim Meyer – Superintendent (604) 904-2832
Jim Gregerson – Traffic Manager (604) 904-2826
Ross Thompson – Assistant Traffic Manager (Steel, General) (604) 983-4725
Iain Adam – Assistant Traffic Manager (Woodpulp) (604) 904-2827

Quality Assurance / Claims:

Gary Jurkowski, Manager, Health & Safety, Quality Assurance & Claims (604) 904-2847

LYNNTERM WEST GATE INFORMATION SHEET

Address:	95 Brooksbank Avenue, North Vancouver, BC V7J 2B9
Terminal:	26 hectares (64 acres) heavy duty paved area
Berthing Facilities:	3 berths with a total length of 564 metres (1850') depth alongside 38 ft.
Warehouse Facilities:	Three warehouses comprising 23,550 sq. metres (256,000 square feet) suitable for storage of forest products, general cargo and steel.
Rail Facilities:	Direct service by the Canadian National Railway and interchange with all major railways. Railcar shunting equipment is available for switching on site.
Maintenance Building:	A completely equipped maintenance building for servicing and repairing of all terminal equipment.
Containers:	The dock is set up and equipped to accommodate the Handling and the Stuffing/Destuffing of containers. Mobile cranes are available upon request, electrical outlets are available for reefer containers.
Equipment:	<ul style="list-style-type: none">a) 36,285 kg. (80,000 lb.) and 27,215 kg. (60,000 lb.) forklifts for containers, heavy lifts and steel.b) 15,875 kg. (35,000 lb.) forklifts for woodpulp, lumber, steel and container handlingc) 6,805 kg. (15,000 lb.) and 3,630 kg. forklifts for plywood, woodpulp and general cargo.d) 2,495 kg. (6,000 lb.) forklifts for railcar, general and containerized cargo.e) A wide range of fork and clamp attachments and specialized gear for specific cargo applications.f) Tractor/trailer systems for transporting plywood, woodpulp and general cargo from/to ship and shed.g) Highway class road sweepers for site cleaning.
Hours of Business:	Regular office hours 0800 to 1630 Monday to Friday. Terminal operations 24 hours per day 7 days per week.
Telephone Numbers:	Main Office (604) 904-2800 Fax Number (604) 904-2801

Terminal Offices:

- Foremen's Office	(604) 983-4738
- Maintenance Shop	(604) 983-4744
- First Aid	(604) 983-4739

LYNNTERM WEST GATE GENERAL ENQUIRIES

Rate or Billing Enquiries:

terminalquotes@westeve.com

Paul McKay – Marketing Manager (604) 904-2853

Operations:

Dave Lucas – Manager Terminal Operations	(604) 904-2836
Bud Thorson – Superintendent	(604) 904-2835
Tim Meyer – Superintendent	(604) 904-2832
Jim Gregerson – Traffic Manager	(604) 904-2826
Ross Thompson – Assistant Traffic Manager (Steel, General)	(604) 983-4725
Iain Adam – Assistant Traffic Manager (Woodpulp)	(604) 904-2827
Tony Baker – Assistant Superintendent	(604) 983-4710
Trish Loxton – Cargo Coordinator	(604) 983-4706

Quality Assurance / Claims:

Gary Jurkowski, Manager, Health & Safety, Quality Assurance & Claims (604) 904-2847

PREFACE AND BASIC TERMS

Short Title

This Tariff may be cited as the "Terminal Services Tariff", and is generally referred to herein as the "Tariff".

Publication

This Terminal Services Tariff is published by Western Stevedoring Company Limited and incorporates provisions of the Vancouver Port Authority Fee Detail Document and obligations arising therefrom.

Notice to Public - Application

This Terminal Services Tariff is notice that the rates, charges, terms, conditions, rules, regulations and definitions contained herein apply to all traffic and cargo at Lynnterm (as defined herein) without specific notice, quotation or prior arrangement. Western Stevedoring reserves the right to designate the charge classification of commodities not set out in the General Commodity Charges Section.

Relationship and Acceptance

Western Stevedoring provides terminal services at Lynnterm to the users thereof, upon and subject to all the terms and conditions of this Tariff, which terms and conditions shall govern the relationship between Western Stevedoring and such users.

Western Stevedoring reserves the right to furnish all equipment, supplies and materials, and to perform all services, in connection with the operation of Lynnterm, upon and subject to the rates, charges, terms, conditions, rules and regulations contained in this Tariff.

Use of Lynnterm constitutes complete acceptance by the user of this Tariff and all its terms and conditions.

Limitation and Exclusion of Liability

Take notice that the terms and conditions of this Tariff contain provisions limiting and excluding liability on the part of Western Stevedoring and Vancouver Port Authority (See General Terms and Conditions, Limitation and Exclusion of Liability, Pages 47 - 57).

Charges

Charges for terminal services shall not exceed the rates published in this Tariff.

All charges herein, when not absorbed by the Ocean Carrier, are for the account of the Owner, shipper or consignee of the cargo, unless otherwise specified.

All charges in this Tariff are exclusive of Goods and Services Tax. Customers, shall in addition, pay to Western Stevedoring all Goods and Services Taxes for goods and services supplied by Western Stevedoring as and when required by law.

All charges in this Tariff are quoted in Canadian dollars and are based on performing the work during Straight Time operating periods.

Effective Date and Changes

This Tariff and all rates, charges, terms, conditions, rules and regulations contained herein shall apply to all traffic and cargo at Lynnterm on and after the stated effective date of this Tariff. This Tariff shall be subject to change without specific notice, and such changes will be effective from the dates specified. Please contact Western Stevedoring at 15 Mountain Highway, North Vancouver, BC regarding the currency of the provisions of this Tariff.

EXPORT FOREST PRODUCTS
NOTES:

- Terminal Charges refer to all inclusive rates including the Vancouver Port Authority's Wharfage Charge and are charges for the receipt and delivery of export forest products to alongside vessel.
- Terminal Charges on packaged lumber are based on lumber packages conforming to the BC Export Packaging Schedule.
- The Stuffing Rate applies only to container packaged lumber (max. 42" wide stowed by length).
- Barge unloading rates will be quoted upon request and are subject to a description of barge equipment to be utilized and the cargo stowage pattern.
- Refer to the General Commodity Charges section for a breakdown of Terminal Charges.

Packaged Lumber

	<u>Rates Per MFBM</u>		
	Flat Truck	Van/Railcar	Centrebeam
1. Terminal Charges	\$27.90	\$31.20	\$30.10
Note #1:	Add \$2.30 to total rate if lumber non-prestickered		
Note #2:	A surcharge may apply to packaged lumber less than 8' in length or non-standard packages		
2. Anti-Stain Treatment			By Arrangement
Note: Refer to page 21 for Explanation of Miscellaneous Charges.			
3. Direct Transfer Scow to Vessel			5.65
4. Shifting (Without Sorting)			9.80
5. Undercover Storage (Upon Request)			10.30
6. Stuffing (excludes Wharfage, Receiving & Container Charges)			By Arrangement
7. Stencilling (During Receipt from Inland Carrier)			7.95
8. Miscellaneous Services			By Arrangement

Unitized Panel Products (Stickers Attached)

	<u>Rates per Metric Tonne</u>	
	Flat Truck	Van/Boxcar
1. Terminal Charges		
(a) Plywood	\$32.70	\$36.00
(b) Oriented Strand Board (OSB)	28.85	32.15
2. Shifting (Per M/ton without sorting)		9.80
3. Miscellaneous Services		By Arrangement

Woodpulp

1. Terminal Charges			
(a) Loose Bales & Other	24.80		27.15
(b) 1 – 1.5 tonne units	23.90	Van	Rail
(c) 2 tonne units	21.40	29.15	26.70
2. Unitizing (8 Bale Units)		26.75	24.35
3. Stencilling (During receipt from Inland Carrier)			27.40
4. Direct Transfer Scow to Vessel			2.60
5. Stuffing			
(a) Loose Bales & other			By Arrangement
(b) 1 – 1.5 tonne units			By Arrangement
(c) 2 tonne units			By Arrangement
6. Miscellaneous Services			By Arrangement

Palletized Shingles/Shakes

1. Terminal Charges	40.30	57.55
2. Miscellaneous Services		By Arrangement

Paper Products

1. Terminal Charges		
Newsprint/Sackkraft/Linerboard/Pulp (in Rolls)	35.45	40.55
2. Stuffing (excludes Wharfage, Receiving & Container Charges)		21.50
3. Miscellaneous Services		By Arrangement

STEEL PRODUCTS

NOTES:

- Terminal Charges refer to all inclusive rates including the Vancouver Port Authority's Wharfage Charge and are charges for the receipt and delivery of Steel Products.
- The following rates are based on normal handling and do not include any service or charge involving the use of special equipment or the special handling of goods.
- Cargo will be accepted for inside storage subject to space availability and charges in Item 6 (below). Requests for space must be made to Western Stevedoring in advance of cargo arrival.
- Cargo will be sorted by bill of lading and a surcharge may apply to bills of lading under 10 metric tonnes.
- If the Main Mark information is not provided prior to the vessel's discharge or is not marked on the cargo, the party responsible for payment of terminal charges may incur additional handling charges.
- Steel cargoes ie. bundled pipe arriving to terminal in unsafe stacking / handling condition ie. broken or missing bands will be rebanded to safety handling guidelines.
- Motor carriers are responsible for the supply of sufficient loading materials and are responsible for the securing of cargo to their trailers.
- Western Stevedoring Co. Ltd. reserves the right to re-handle, block-stow or remove cargo from Lynnterm 30 days after vessel discharge and these charges will be for the account of the consignee.
- All other terms and conditions apply as per the Lynnterm Tariff as updated periodically.
- Western Stevedoring accepts no responsibility for any loss or damage occurring as a result of deterioration of goods or breaking of bands on goods which remain on property after 30 days.
- Unless an express agreement has been reached with Western Stevedoring, storage charges will not be transferable and will be payable by the party responsible for the terminal handling charges.
- Canada Shipping Act requires all export cargo to be labelled with accurate weights and omission to adhere to this policy may lead to the refusal of loading said cargo. One two digit gross/theoretical weight is required (ie. 3.9 MT.)

Iron and Steel

	<u>Rates Per Metric Tonne</u>
1. Terminal Charges	<u>Truck</u>
(a) Rebar (bundled) up to 40 ft.	\$34.45
(b) Rebar (bundled) over 40 ft.	36.00
(c) Rebar (bundled) under 1.5 tonne	37.25
(d) Rebar or Wire Rod in Coils	32.15
(e) Round Bar / Flat Bar	37.80
(f) Pipe, Casing, Tubing (bundled) over 1 tonne bundle	33.95
(g) Pipe, Casing, Tubing (bundled) under 1 tonne bundle - based on average weight per bill of lading	41.30
(h) Pipe, Casing, Tubing (loose up to 12")	44.10
(i) Pipe (loose over 12")	By Arrangement
(j) Pipe (bundled or loose) .125" wall thickness or lighter	63.40
(k) Coil & Skelp	27.50
(l) Coil (palletized eye-up)	32.50
(m) Beam	39.30
(n) Plate	35.45
Surcharge for sorting plate if received in mixed lifts ex vessel	By Arrangement
(o) N. O. S. or Crated Steel	44.35
Note: Delivery Rates to Rail by arrangement	
2. Direct Transfer – Import	
(a) To Scow	7.95
(b) To Railcar	19.45
3. Bracing/Securing of Railcars	
(a) Labour, Materials and Equipment	M/E
(b) Minimum Dunnage (per railcar)	By Arrangement
4. Shifting to Storage	By Arrangement
5. Storage beyond Free Time by prior agreement	
Storage charges	By Arrangement

Note: Unless an express agreement has been reached with Western Stevedoring, storage charges will not be transferable and will be payable by the party responsible for the terminal handling charges.

Iron and Steel

Rates Per Metric Tonne

- | | |
|--|----------------|
| 6. Premium for Undercover Storage | 2.30 |
| 7. Safety – steel cargoes arriving to terminal in unsafe stacking / handling condition ie. Broken or missing bands will be rebanded to safe handling guidelines. | By Arrangement |

GENERAL COMMODITY CHARGES

Explanation of Unit: **W** - per 1,000 kgs., **M** - per cubic metre, **M/E** - charged on the basis of man hours and equipment, **MFBM** - Per 1,000 foot board measure.

Notes:

- The charges for Handling Breakbulk Cargo, Stuffing and Destuffing and Load/Unload "A" are reduced by thirty percent (30%) on unitized cargo unless otherwise specified on commodities listed.
- Wharfage charges as per Vancouver Port Authority Fee Detail Document.
- Where there are differences between Wharfage as noted herein and the Vancouver Port Authority Fee Detail Document, the Fee Detail Document shall apply
- Load/Unload "A" or "B", refer to Page 20 for explanation
- Goods of Extraordinary Value – for cargo items of extraordinary value we reserve the right to apply a surcharge or a premium rate that may be higher than what is outlined in our Terminal Services Tariff. Application of a surcharge or premium rate will be determined on a case by case basis.
- Export Cargo – Shippers are responsible for the following:
 - Ensuring accurate cargo weights and dimensions.
 - Ensuring that cargo is marked with plainly visible weight, dimension, centre of gravity, vessel and destination.
 - Providing the terminal with pictures and/or diagrams depicting lifting points, any special lifting requirements and any abnormalities such as an off-centre Centre of Gravity that may affect the safe handling of the cargo. These details must be received by the Terminal in advance of delivery to ensure proper pre-planning of cargo handling can take place.
- Australian Export Cargo - Shippers are responsible for the following:
 - Ensuring cargo is clean and free of any contamination – for Australian import regulations please see following Australian government websites:
<http://www.daffa.gov.au/aqis/import/vehicles-machinery/regulations/cleanliness>
http://www.daffa.gov.au/__data/assets/pdf_file/0009/131301/Machinery_brochure.pdf

GENERAL COMMODITY CHARGES

<u>Commodity</u>	<u>Whfg</u>	<u>Stuff Destf</u>	<u>B-Blk Handling</u>	<u>Load/Unload</u>	
				<u>"A"</u>	<u>"B"</u>
All Goods N.O.S.					
- Loose	W \$2.32	W \$32.33	W \$31.62	W \$35.79	W \$13.40
- Loose	W 2.32	M 24.16	M 24.54	M 27.39	M 10.27
- Unitized	W 2.32	W 22.67	W 22.11	W 24.79	W 13.40
- Unitized	W 2.32	M 16.92	M 17.12	M 19.19	M 10.27
Bagged Products (Incl. grain, fertilizers, & other bulk commodities)					
- Bags less than 45 kg. loose	W 2.32	33.67	22.64	33.52	N/A
- Bags less than 45 kg. unitized	W 2.32	23.54	22.64	23.48	8.51
- Bags minimum 45 kg. loose	W 2.32	27.68	22.64	26.87	N/A
- Bags minimum 45 kg. unitized	W 2.32	19.36	22.64	18.80	8.51
- In 1 K/T & above tote bag	W 2.32	14.19	15.08	11.77	9.05
Driveable / Self Propelled Equipment					31.00
Towable Equipment / Machinery					By Arrangement
Containers, Loaded					(See Page 25)
Iron and Steel – (unitized allowance is not applicable)					
Rebar (bundled) up to 40 ft.	W 2.32	M/E	23.18		8.95
Rebar (bundled) over 40 ft.	W 2.32	M/E	23.81		9.87
Rebar (bundled) under 1.5 tonne	W 2.32	M/E	24.47		10.46
Round Bar / Flat Bar	W 2.32	M/E	25.08		10.40
Pipe, Casing, Tubing under 1 tonne bdl.	W 2.32	M/E	30.38		8.60
Pipe, Casing, Tubing (bundled)	W 2.32	M/E	22.91		8.72
Pipe, Casing, Tubing (loose up to 12")	W 2.32	M/E	30.71		11.07
Rebar or Wire Rod in Coils	W 2.32	M/E	23.19		6.64
Pipe (loose over 12")	W 2.32	M/E		BY ARRANGEMENT	
Pipe (bdl./lse) .125" wall thickness	W 2.32	M/E	45.53		15.55
Coil & Skelp	W 2.32	M/E	18.78		6.40
Coil & Skelp (palletized eye-up)	W 2.32	M/E	19.05		11.13
Beam	W 2.32	M/E	27.47		9.51
Plate	W 2.32	M/E	23.42		9.71
N.O.S. or Crated	W 2.32	M/E	30.97		11.06

<u>Commodity</u>	<u>Whfg</u>	<u>Stuff Destf</u>	<u>B-Blk Handling</u>	<u>Load/Unload</u>	
				<u>"A"</u>	<u>"B"</u>
Logs, Poles and Pilings	MFBM 4.53 (scribner)	M/E	M 15.93	M 11.07	M 8.54
Lumber					
Export (common, rough or dressed, packaged))	MFBM 2.51	By Arr.	19.97	10.92	7.62
Import (hardwoods & prefinished woods of value, packaged)	MFBM 2.51	M/E	48.54	M/E	7.87
Paper Products					
Rolls of heavy paper including news-print, sackkraft, linerboard & pulp	W 2.32	21.25	22.93	15.30	10.20
Plywood – Export					
Unitized in bundles(stickers attached)	W 2.32	M/E	22.14	11.54	8.24
Plywood, Veneers, Particle Board – Import Unitized					
Incl. corestock, casings, dowels, door jams, mouldings & door skins (in bundles or skids), woods of value, crated	W 2.32	21.88	21.84	21.89	10.72
Pulp in Bales					
Loose bales/other	W 2.21	12.95	13.75	11.19	8.84
1–1.5 tonne units	W 2.21	12.62	12.89	V 14.05 R 11.60	8.80
2 tonne units	W 2.21	11.50	11.52	V 13.02 R 10.62	7.67
Shingles & Shakes - in bundles on skids/pallets	W 2.32	28.25	28.11	27.12	9.87
Smelter Products					
Ingots of base metals, i.e. copper, zinc, lead, iron & aluminium, incl. anodes & billets (unitized allowance not applicable)	W 2.32	14.25	13.55	10.65	7.90
Vehicles (empty & assembled), Passenger automobiles	W 2.32	Ea. 63.15	41.00	41.00	5.25
Other assembled vehicles incl. trucks, tractors, trailers, campers, bulldozers, lift trucks, road building, excavating & logging vehicles etc.					
- Non-Driveable	W 2.32	41.55	42.80	41.55	18.10
- Driveable	W 2.32	32.90	32.90	M/E	13.15
Minimum Charge per bill of lading	As Applicable	51.00	51.00	51.00	51.00

EXPLANATION OF GENERAL COMMODITY CHARGES

Wharfage Charges

Wharfage means a charge assessed in accordance with the Vancouver Port Authority Fee Detail Document and is solely a charge for the use of Lynnterm and does not include charges for any service and, shall not be imposed more than once in respect of any goods reshipped from Authority Property except goods that:

1. Are removed from and later reshipped over Authority Property; or
2. Are reshipped over Authority Property after alteration in form or composition on Authority Property.

Wharfage charges shall be imposed in respect of goods, including goods in containers, that are:

1. Loaded on or unloaded from a Vessel.
2. Transhipped overside from Vessel to Vessel.
3. Unloaded overside from Vessel to water or from water to Vessel.
4. Landed from or placed in the water.
5. Loaded on or unloaded from an Inland Carrier.

Wharfage shall not be imposed in respect of:

1. Ship's stores and bunker fuel used solely for a Vessel that is loading or unloading goods or paying berthage in respect of Authority Property where the Vancouver Port Authority does not issue a receipt for the stores and fuel;
2. Repair materials, lining or ballast delivered to and for the sole use of a Vessel loading or unloading goods or paying berthage at Lynnterm;
3. Empty cargo containers, including I.S.O. 20 foot and 40 foot units, unless carried and charged for by a Vessel.

Where goods are transhipped overside from Vessel to Vessel, unloaded overside from Vessel to water or loaded from water to Vessel, Wharfage on those goods shall be charged at half the rate set out in this Tariff.

Stuffing and Destuffing

Stuffing and Destuffing covers the packing/unpacking of a container. It includes the sealing/unsealing of a container and recording the seal numbers as required, furnishing a load plan of cargo packed, unpacking cargo and separating to shipment's Main Mark, checking the shipments unpacked for count and package condition, and furnishing a verified outturn report after completion of Destuffing.

Stuffing and Destuffing charges include ordinary sorting, stacking and breaking down of goods but exclude the installation of or the removal of blocking and bracing materials and/or the removal or replacement of roof assemblies and covers of open top type containers. These services will be performed on a man hour and equipment rental basis plus the cost of materials used.

With respect to Destuffing, the Destuffing charges are based on the goods being laden in the container in an orderly manner to permit the goods to be Destuffed by the head mark without the requirement of additional sorting to achieve an orderly separation of the goods to Bill of Lading quantity. When, because of mixing, the goods cannot be Destuffed in Bill of Lading quantity without the involvement of additional sorting, such additional sorting will be performed on a man hour and equipment rental basis.

When cargo is unitized and no unitized charge is specified for Stuffing/Destuffing in the General Commodity Charges, then the charge shall be reduced by thirty percent (30%).

Handling – Breakbulk Cargo

Handling in the case of Breakbulk cargo is the service of physically moving (once only) the cargo from end of ship's tackle to place of rest or from place of rest to within reach of the ship's tackle. The Handling charge shall be imposed on each occasion the service of Handling is performed. It includes ordinary stacking of goods to the Main Mark.

When cargo is Unitized and no unitized charge is specified for Breakbulk Handling in the General Commodity Charges, then the charge shall be reduced by thirty percent (30%).

Loading/Unloading

1. "A" Rate:
Denotes the movement of cargo to/from an ordinary place of rest to/from gondola, closed railway car or closed motor transport vehicle. This rate excludes labour and equipment required to place or remove covers, vehicle's side assemblies, bracing and securing materials and labour and materials for blocking and bracing.

When cargo is unitized and no unitized charge is specified for Load/Unload "A" in the General Commodity Charges then the charge shall be reduced by thirty percent (30%).

2. "B" Rate:
Denotes the movement of cargo to/from an ordinary place of rest to/from railway flatcars, or the tailgate or bed of motor transport vehicles utilizing forklift equipment only. This rate excludes any labour required to place or remove covers, vehicle's side assemblies, bracing and securing materials and labour and materials for blocking and bracing.

MISCELLANEOUS CHARGES

1.	Distribution Charge		
(a)	Goods not exceeding 3.4 M ³ per 1000 Kgs Minimum Charge	Tonne W	\$26.45 26.45
(b)	Goods in excess of 3.4 M ³ per 1000 Kgs	Per Package	2.20
(c)	Passenger Automobiles	Each	5.50
2.	Boarding Charge		
(a)	Inward Cargo	Tonne W	5.50
		Tonne M	5.50
(b)	Outward Cargo	Tonne W	5.50
3.	Labelling	Per Package	1.55
4.	Palletizing Goods N.O.S		M/E
5.	Sub-Order Delivery Charge	Each Delivery	20.80
6.	Bracing Charge		M/E Plus Cost of Materials
7.	Covering Charge		M/E Plus Cost of Materials
8.	Servicing of Self-Propelled Vehicles		
(a)	Passenger Automobiles	Each	71.10
(b)	Other vehicles, including trucks, tractors, campers, bulldozers, lift trucks & road building equipment, etc.		M/E
9.	Re-Documentation Charge	Per Invoice	31.45
10.	Anti-Stain Treatment of Lumber	By Arrangement	
	Note: Refer to page 24 Explanation of Miscellaneous Charges.		
11.	Shifting Charge		M/E Plus Cost of Materials
12.	Unitizing Charge		M/E Plus Cost of Materials
13.	Stencilling Charge		M/E Plus Cost of Materials
14.	Undercover Storage		M/E Plus Cost of Materials
15.	All Services N.O.S.		M/E Plus Cost of Materials

DEMURRAGE CHARGES

The Demurrage charge, as defined, shall apply against all cargo and goods after the expiration of Free Time and shall be payable by the Owner of the goods or the Vessel in respect of which the charges are incurred.

Import N.O.S. (including goods in cargo containers)

Day or part thereof	Tonne W	\$1.50
	Tonne M	1.21

Export N.O.S. (including goods in cargo containers)

(a) Daily charge	Day or part thereof	Tonne W	0.75
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Lumber and Other Forest Products

(a) Logs for export	Day or part thereof	M ³	0.37
(b) Lumber	Day or part thereof	1000 FBM	0.30
(c) Pulp	Day or part thereof	Tonne W	0.24

Automotive Vehicles, Trailers and Tractors on Own Wheels (outside storage)

(a) Weight not over 3402 kg.	Day or part thereof	Each	1.40
(b) Weight over 3402 kg.	Day or part thereof	Each	2.75

Minimum Charge			30.80
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NOTE: Term Storage by arrangement and subject to space availability

EXPLANATION OF MISCELLANEOUS CHARGES

1. Distribution Charge

Means a charge on goods for:

1. Sorting the goods within the Main Mark or other than to the Main Mark, or
2. Breaking down piles of the goods to reach certain marks, sizes, or specifically numbered packages.

2. Boarding Charge

Covers the service for boarding cargo on pallets other than those owned by Western Stevedoring at the time of Destuffing.

3. Labelling

Covers the service of attaching a customer supplied label to cargo as instructed.

4. Palletizing Goods N.O.S.

Covers the service of assembling goods onto pallets when requested by the Owner in accordance with his requirements after the time of receipt at the ordinary place of rest.

5. Sub-Order Delivery Charge

Means a charge for the delivery of part of the goods shown on one Bill of Lading to a person other than the original consignee.

6. Bracing, Blocking and Securing Services

Loading and Unloading charges do not include Blocking and Bracing. Blocking and Bracing services will be provided at Man Hour and Equipment Rental Rates, as shown in this rate schedule plus materials supplied which will be charged at cost plus 15%. Blocking and Bracing services will be carried out in accordance with the specifications of the carrier.

7. Covering Charge

Means a charge for covering or protecting goods loaded to open railway cars, trucks or containers or which are stored on Lynnterm, where Western Stevedoring is required to furnish labour and materials.

8. Servicing of Self-Propelled Vehicles

Covers the service of preparing the vehicle for carriage by sea to comply with the requirements of the Ocean Carrier and includes disconnecting battery cables and draining excess fuel or vice versa.

9. Redocumentation Charge

Is a charge for reissuing or making changes to the documentation and/or billing of inbound cargo arising from changes in original manifests, split delivery of shipments, forwarding instructions or services.

10. Anti-Stain Treatment

Anti-stain treatment can be arranged through Lynnterm to be done off-site by an external service provider. As such, Western Stevedoring will no longer be responsible nor liable for any claims or effectiveness of this treatment. All costs for this treatment are for the account of the party requesting this service.

11. Shifting

Means the physical movement within the Terminal area of any cargo, mark or lot but does not apply if additional sorting is required.

12. Unitizing

Means the consolidation of goods into a single lifting unit and the securing of such units, packages or bales with steel lifting bands or straps.

13. Stencilling

Means the application of an identifying mark to a package by the use of stencil ink or paint.

14. Lumber Covering

Means the physical covering of packaged lumber on Lynnterm with polyethylene or customer supplied tarps or the transfer of packaged lumber to under cover storage when space is available.

CONTAINER CHARGES

1. Wharfage			<u>20 Ft.</u>	<u>40 Ft.</u>	<u>45 Ft.</u>
Import Containers – loaded - \$35.90 per T.E.U.	Each	\$35.90	\$71.80	\$80.78	
Export Containers – loaded - \$25.60 per T.E.U.	Each	25.60	51.20	27.85	
2. Container Operations					
(a) Loaded Container Handling (includes gate charge)	Each		\$303.35		
(b) Empty Container Handling (excludes gate charge)	Each		238.85		
(c) Gate Charge	Each		68.35		
(d) Vessel Container Repositioning Charge	Per Move		64.60		
(e) Yard Rehandling	Per Move		64.60		
(f) Vessel Gear Container Handling					
To/From Truck	Per Move		68.35		
To/From Vessel	Per Move		64.60		
3. Container Services					
(a) Container Cleaning (By Vacuum/Sweeping)	Per TEU		38.00		
(b) Container Cleaning (By Steam)	Per TEU		74.85		
(c) Installation of Grain Doors	Each		144.15		
(d) Electric Power for Refrigerated Container	Per Day		11.45		
(e) Plugging/Unplugging Refrigerated Container	Each		26.55		
(f) Container Monitoring – Temperature Checks	Per Day		14.25		
4. Storage of Empty Containers					
Daily Charge	Per TEU			By Arrangement	

EXPLANATION OF CONTAINER CHARGES

Container Operations

(a) Loaded Container Handling

This service covers the single movement of loaded inbound or outbound containers between the dock apron, as placed by a crane or Vessel's own gear, and the place of rest. It includes sorting containers once in accordance with instructions from the Ocean Carrier and stacking them in the Container Yard. In the case of containers transiting Lynnterm intact, it includes the mounting/demounting of containers to or from Inland Carriers. For containers which are Stuffed or Destuffed, it includes the movement between the Container Yard and Container Freight Station and the repositioning of the empty container to or from the Container Freight Station or Container Storage Area.

(b) Empty Container Handling

This service covers the single movement of empty inbound or outbound containers between the dock apron as placed by a crane or Vessel's own gear and place of rest in the Container Yard or Container Storage Area including ordinary sorting and stacking. The service of loading empty containers to or from Inland Carriers is not included in empty container handling but is covered by the Container Gate Charge.

Container Handling includes the Following Services

- (i) Sorting containers once in the Container Yard in accordance with instructions from the Vessel.
- (ii) Preparing a discharge/loading sequence list, outbound dangerous cargo list, an outbound reefer container list, an exceptions list, an inbound outturn report and a rehandling report.
- (iii) Planning the layout of containers in the Container Yard.
- (iv) Plugging and unplugging (once only) reefer containers in the Container Yard and periodic checking of container temperature during normal Free Time period.
- (v) Ordering railway cars and providing liaison with railways, Inland Carriers and trucking companies

Containers shall be received and placed in the Container Yard in accordance with instructions from the Owner of the Vessel and where instructions are not received or are changed after they are received, as a result of which rehandling of containers is necessary, the Owner shall be charged for the Yard Rehandling.

Western Stevedoring and the Vancouver Port Authority shall not be responsible for damage to containers or contents caused by the weather while in outside storage or in transit at Lynnterm.

Loaded and Empty Container Handling shall be imposed on each occasion the service is performed and shall be paid by the Ocean Carrier.

(c) Gate Charge

Means a charge for the receipt/delivery and the mounting/demounting of a container (generally empty) to or from the Container Yard or Container Storage Area. It includes the visual inspection of the container for general condition and the exchange of Equipment Interchange Receipts. The Gate Charge applies in the case of loaded containers which are received or delivered at the gate or Container Yard when the service is not included as part of Loaded Container Handling.

(d) Vessel Container Repositioning Charge

This service covers each container move incurred in repositioning containers when performed for Vessel stowage purposes at Lynnterm. It is applied as a single move cell to cell or double move cell to terminal area to cell.

(e) Yard Re-Handling

This service covers the additional handling of a container not provided for in the definition of Loaded or Empty Container Handling Charge, resulting from a request by the Owner or required as a result of unusual circumstances beyond the control of Western Stevedoring necessitating the movement of a container at Lynnterm and includes, but is not limited to, extra sorting, stacking or unstacking, moving containers from one location to another on Lynnterm in order to retrieve a container by number, or resulting from the need to position containers for the purpose of cleaning, pretripping, repairing, installation of grain doors, or caused as a result of a change in the disposition status or designation of a container. A Yard Rehandling charge shall be imposed for each movement of a container.

Container Services

(a) & (b) Container Cleaning

This service covers the cleaning and sweeping of dunnage or debris from containers and/or the internal washing or steam cleaning of the container to prepare and ready the container for use in the carriage of goods.

(c) Installation of Grain Doors

This service covers the construction of a standard size wooden grain door and the installation of same into a standard container.

(d) Electric Power for Refrigerated Containers

Use of electric power required for refrigerated containers laden with cargo during the Free Time period is included as part of the Loaded Container Handling Charge.

Use of service outlets and electricity following the expiration of Free Time and/or required in connection with empty containers shall be imposed against the Ocean Carrier for each calendar day or fraction thereof.

Western Stevedoring will exercise reasonable care to provide adequate and continuous electrical power for refrigerated units but does not guarantee same. Western Stevedoring will not be responsible for electrical power failure.

(e) Container Plugging and Unplugging

This service covers the plugging or unplugging of the power cable of mechanical refrigerated containers into/from the electrical service outlets at Lynnterm and switching the power supply on to operate the container and is charged only when not included in Loaded Container Handling charge.

(f) Container Monitoring – Temperature Checks

This service covers the checking of proper temperature levels and operation of containers equipped with integral refrigeration units at the request of the Owner when plugged into Lynnterm electrical facilities.

(g) Equipment Interchange Receipts

The reporting by Lynnterm of the condition of containers and chassis on equipment interchange receipts is limited to reporting external damage and exceptions that can be readily seen by the human eye which are deemed sufficient to cause the equipment to be unserviceable for further use in connection with the safe carriage of cargo unless repaired.

Normal wear and tear caused to containers or chassis, such as minor scrapes, dents and abrasions which do not interfere with the serviceability of the equipment, and hidden damage which cannot be seen at the time the inspection is made, such as hairline cracks, pin holes, etc. and the condition of floors, undercarriage and the tops of containers is specifically excluded.

Storage of Empty Containers

Covers the service of providing open space in the Container Storage Area for empty containers in idle status.

Containers accepted for storage will be assembled in a block stow configuration separated by Owner, size and general type only. Normal retrieval of containers when effecting redelivery will be conducted on the basis of first container available from the storage pile with due diligence and care being taken to maintain as far as is possible a revolving inventory. When requests are received to retrieve containers by specific series or number or by any other special identifying feature which may result in the need to dig within the storage pile to retrieve the container requested, an additional Yard Rehandling charge will be assessed for each additional container move required in order to retrieve the container requested.

Empty Containers will only be accepted for storage subject to there being sufficient available space at Lynnterm to accommodate same and providing such space is not otherwise required to accommodate loaded containers or other cargoes which may be designated to transit Lynnterm.

Acceptance of empty containers at Lynnterm is made with the full understanding by the Ocean Carrier that in the event the space being occupied by the empty containers should be later required to accommodate cargoes or containers intended to transit Lynnterm, the Ocean Carrier will at it's own cost relocate the empty containers from Lynnterm forthwith.

DIRECT TRANSFER CHARGES
1. Between Vessel and Inland Carriers

(a)	Inward goods from Vessel	Tonne W	\$17.10
		Or Tonne M	14.90
	Maximum Charge	Tonne W	34.20
(b)	Outward goods to Vessel	Tonne W	11.75
		Or Tonne M	9.65
	Maximum Charge	Tonne W	23.50
	Yachts and Boats Minimum Charge		775.00

2. Between Vessel and Barge or to/from Water

(a)	Inward goods to barge or to water		
	- All goods N.O.S.	Tonne W	18.50
	- Iron and steel goods	Tonne W	6.75
(b)	Outward goods from barge or from water		
	- All goods N.O.S.	Tonne W	6.95
	- Lumber	1000 FBM	4.30
	- Pulp	Tonne W	4.95
	- Logs	1,000 FBM Scribner	5.85
	Yachts and Boats Minimum Charge		775.00

3. Empty Cradle Handling

-	Receiving / Delivery to/from Vessel	415.00
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NOTE:

- Add Wharfage as charged by the Vancouver Port Authority as follows:

Lumber	MFBM	\$2.51
Woodpulp	W	2.21
Logs	MFBM scribner	4.53
All Cargoes – N.O.S.	W	2.32

- In the instance of Direct Transfer between Vessel and barge or scow, or to/from water, Wharfage will be assessed at one-half the published rate.

- The direct transfer charge in item 1 above will be the greater of per Tonne W or per Tonne M with a maximum charge of two times per Tonne W.

EXPLANATION OF DIRECT TRANSFER CHARGES

Direct Transfer is the operation of direct loading or discharging cargo with Vessel's gear, shore crane or other mechanical equipment in a direct movement between Vessel and:

1. Railway tank, gondola or flat cars or other flat or open topped Inland Carrier spotted alongside Vessel.
2. Water, raft, barge, lighter or other Vessel.

Cargo loaded or discharged by Direct Transfer will not be checked by Western Stevedoring. Western Stevedoring will not be responsible for care and custody or for overloading, improper loading, condition, or outturn of cargo loaded or discharged. Nor will Western Stevedoring accept responsibility for:

- (a) The amount, condition, marks, or type of goods discharged by the Vessel.
- (b) Delays to Vessel's gangs, etc., due to positioning of railway cars and motor vehicles, or lack of such equipment.

A request for Direct Transfer shall be deemed as acceptance of the conditions named herein. Checking service, if requested, will be subject to charges in accordance with Man Hour Rates.

Western Stevedoring reserves the right to refuse Direct Transfer services of all or part of a shipment when in the sole opinion of Western Stevedoring normal Breakbulk Handling operations are sufficient.

Where goods are transferred by means of Vessel slings between a Vessel and a closed railway car or a closed motor transport vehicle in a direct movement, the goods shall be regarded as having occupied an ordinary place of rest in the course of the movement and Loading and Unloading charges shall be imposed in respect of such transfer in addition to Handling charges.

VESSEL SERVICES
Handling Vessel Lines

	<u>TIE UP</u>	<u>LET GO</u>
1. 0800 - 1630 Monday to Friday inclusive	\$1,470.00	\$ 982.00
2. 1630 - 0800 Monday to Friday inclusive	1,823.00	1,217.00
3. 0100 – 0800 Monday to Friday Inclusive	2,224.00	1,485.00
4. 0800 – 1630 Saturday	1,850.00	1,235.00
5. 0100 – 0800 Saturday to Sunday inclusive	2,284.00	1,525.00
1630 – 0100 Saturday to Sunday inclusive	2,284.00	1,525.00
6. Recognized Holiday at any time	2,827.00	1,886.00

NOTE:

- Charges are computed on a 4-hour basis. If the line-call exceeds 4 hours, the charge for each extra hour or part thereof is 25% of the charge set out in the schedule.
- The charge payable by each Vessel is reduced by 30% if more than one Vessel is tied up or let go by the same gang within a four-hour period.
- The charges are based on actual hours paid to lines crew. When a line call straddles a shift change, the applicable charge shall be determined by adding the pro-rata rate in effect for the initial shift with the pro-rata rate in effect for the subsequent shift.

Berthage

Berthage shall be assessed on the overall length of each vessel commencing when the first line is made fast, and terminating when the last line is cast off, at rates per vessel as follows: PER METRE (\$)

A. Coastal vessel operating:

1. Between the Harbour of New Westminster, B.C. and Puget Sound ports and within the waters of British Columbia
 - (a) For each hour or part thereof 0.15
 - (b) Minimum charge - \$125.00

B. Vessels not otherwise specified:

1. For Working Periods
 - (a) For each 8 hours or part thereof 4.37
 - (b) For each hour the berth is occupied for less than 4 hours following any 8 hour period. 0.55

2. For Non-Working Periods

Only on days defined as non-working days in the Agreement between the I.L.W.U. and the B.C.M.E.A. (ie. Labour Day, Christmas Day and New Year's Day).

	2.22
(a) For each 8 hours or part thereof	
(b) For each hour the berth is occupied for less than 4 hours, following any 8 hours period.	0.30
(c) Minimum charge - \$596.00	

Miscellaneous Vessel Services

1.	HAND RADIOS		
	(a) Rental per day		17.00
	(b) Supply Charge		50.00
2.	WATER		
	(a) Vessel Connection - includes rental of 100 ft. of hose	Per Connection	130.00
	(b) Rental of additional hose per 50 ft. length	Each	26.50
	(c) Water	Per Metric Tonne	3.09

EXPLANATION OF BERTHAGE CHARGES

Berthage shall be imposed commencing from the time when the first line is made fast and will terminate when the last line is cast off.

Berthage charges shall be paid by the Owner of the Vessel.

Berthage shall be imposed against all Vessels berthed at Lynnterm except the following:

1. a Vessel that, in the opinion of the Vancouver Port Authority is not of a commercial type or design and belongs to Her Majesty or to a foreign government,
2. a tug that is docking or undocking another Vessel,
3. a lighter that is loading or unloading goods to or from any Vessel that is paying Berthage charges to Western Stevedoring or at any other Authority Property.
4. a barge that is loading, at Lynnterm, goods that have been received from an ocean Vessel at Lynnterm, or
5. a barge that is unloading goods at Lynnterm for reshipment from Lynnterm by ocean Vessel, if that Vessel, tug, lighter or barge is moored at Lynnterm with the permission of Western Stevedoring/Vancouver Port Authority.
6. a passenger Vessel that is subject to berthage charges pursuant to the Vancouver Port Authority's Fee Detail Document.

BASIS FOR ESTABLISHING THE VESSEL'S LENGTH

Berthage charges shall be based upon the Vessel's length overall as published in "Lloyd's Register of Ships" or as available on "Fairplay's" computerized system. Length overall shall be construed to mean the linear distance, expressed in metres, from the most forward point of the bow to the aftermost point on the stern of the Vessel, measured parallel to the baseline of the Vessel. If the length overall of the Vessel does not appear in "Lloyd's" or "Fairplay", Western Stevedoring may obtain the length overall from the "Classification Society", or measure the Vessel.

BERTHING POLICY

Vessels will be allocated berths on a first come/first serve basis subject to operational factors which may dictate that a vessel may unload or discharge at a specific berth on the Terminal.

During normal times, the vessels' working programs, subject to labour and equipment availability, will be at the ships' discretion. During peak periods of congestion, where there may be a conflict between vessels for the berth, those vessels occupying the berths may be required to work to their fullest capabilities, in order to clear the berth at the earliest possible opportunity and minimize the delay to the waiting vessel; or failing this be required to vacate the berth to permit a waiting vessel willing to work all available shifts the opportunity to commence loading or discharging.

The Terminal reserves the right to ensure an equitable treatment for all carriers and the quickest dispatch of vessels to the trade in general.

MAN HOUR RATES AND EQUIPMENT RENTAL RATES
1. Man Hour Rates
(a) Straight Time and Shift Differentials

	<u>Straight Time</u>		<u>Shift Differentials</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Head Foreman	\$99.50	\$114.43	\$20.65	\$22.16	\$44.03	\$47.33	\$77.25
Foreman	96.92	111.46	19.44	20.93	41.58	44.90	74.80
Longshoreman #1	63.89	73.47	14.70	15.84	31.44	33.94	56.55
Longshoreman #2	62.66	72.06	14.70	15.84	31.44	33.94	56.55
Longshoreman #3	62.09	71.40	14.70	15.84	31.44	33.94	56.55
Longshoreman #4	61.85	71.13	14.70	15.84	31.44	33.94	56.55
Longshoreman Basic	61.02	70.17	14.70	15.84	31.44	33.94	56.55

A = Delay Rates

B = Extra Labour - Cost Plus (i.e. normal charge-out rate)

C = 1630 - 0100 Monday to Friday

D = 0800 - 1630 Saturday

E = 0100 - 0800 Monday to Friday

F = 1630 - 0100, 0100 - 0800 Saturday; Sunday all shifts

G = Recognized Holiday all shifts

#1 Tradesman (Certified)

#2 Dock Gantry Driver, Locomotive Engineer, Straddle Carrier & Bulk Operator

#3 Switchman, Paperman, Ship & Dock Mobile Equipment Operator (Other than defined in #4), Lead Hand, Tradesman (Uncertified), Head Checker

#4 Lift Truck Operator (14,000 lb. & under), Checker, Truck Driver (Air Brake Certificate) and First Aid Attendant

(b) Shift Extensions and 1/2 Meal Hour Penalty Differentials

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Head Foreman	\$38.63	\$77.25	\$69.60	\$71.86	\$104.67	\$109.62	\$121.57	\$154.48
Foreman	37.41	74.80	66.55	68.82	99.80	104.74	116.68	149.60
Longshoreman	28.29	56.55	50.32	52.03	75.44	79.18	88.21	113.09

A = Mon.-Fri. 0800-1630; 1 Hour Shift Extension & 1/2 Hour Meal Penalty

B = Mon.-Fri. 0800-1630; 3 Hour Minimum, 4 Hour Maximum Shift Extension, Head Foreman and Foreman Double Shift Rate

C = Mon.-Fri. 1630-0100; All Shift Extensions & 1/2 Hour Meal Penalty

D = Sat. 0800-1630; 1 Hour Shift Extension 1/2 Hour Meal Penalty

E = Mon.-Fri. 0100-0800; All Shift Extensions & 1/2 Hour Meal Penalty

F = Saturday 1630-0100; 0100-0800; Sunday all shifts; All Shift Extensions & 1/2 Hour Meal Penalty

G = Saturday 0800-1630; 3 Hour Minimum; 4 Hour Maximum Shift Extension

H = Recognized Holiday - All shifts; All Shift Extensions & 1/2 Hour Meal Penalty

2. Equipment Rental Rates

Lift Truck Under 3,629 Kgs. (Under 8,000#)	Per Hour	\$57.50
Lift Truck 3,629 Kgs. to 4,536 Kgs. (8,000# to 10,000#)	Per Hour	69.50
Lift Truck Over 4,536 Kgs. up to 7,258 Kgs. (Over 10,000 to 16,000#)	Per Hour	102.50
Lift Truck Over 7,258 Kgs. up to 15,875 Kgs. (Over 16,000# to 35,000#)	Per Hour	165.50
Lift Truck Over 24,948 Kgs. up to 40,824 Kgs. (Over 55,000# to 90,000#)	Per Hour	230.00
Specialized Equipment and/or Attachments	By Arrangement	

LABOUR AND EQUIPMENT

Application of Man Hour Rates and Equipment Rental Rates

Unless otherwise provided, Man Hour Rates and Equipment Rental Rates will be charged for:

1. Services not specifically described in this Tariff.
2. Services of loading, unloading or transferring goods for which no specific commodity rates are provided and which in the opinion of Western Stevedoring cannot be performed at the rates named under N.O.S.; and goods in packages or units of such unusual bulk, size, shape, or weight as to preclude performing such services at rates named under individual items of this Tariff.
3. Services of loading or unloading goods and any other Terminal service for which specific charges are named in the Tariff, but which, in the opinion of Western Stevedoring, because of unusual conditions or requirements not normally incidental to such services, preclude the performance of such services at rates named.
4. Services of sorting, special checking, inspection, recouping, reconditioning, or for any operation delayed on account thereof.
5. Services in connection with consolidating damaged cargo for inspection and recouping.
6. Services of cleaning or preparing rail cars, trucks or containers for loading.
7. Services of cleaning Lynnterm of dunnage, stevedore gear, and other equipment or material when the stevedore fails to clear Lynnterm of such gear promptly upon completion of loading or discharging Vessels and it is necessary for Western Stevedoring to perform this operation.

Minimum Number of Hours

When labour is ordered for a specific service and the service is completed before the expiration of the minimum time defined in a Collective Agreement, the person requesting the service shall be charged the cost of labour for that minimum time at the Man Hour Rates set forth in this Tariff.

Overtime and Premium Time

All rates named in this Tariff for services involving labour are based upon Straight Time wages. In addition to these rates, when any services are performed during periods involving the payment of overtime or premium wages to the labour force, the difference between Straight Time and premium wages paid to labour and supervision, will be assessed against the party or parties authorizing the service to be carried out during overtime in accordance with the Man Hour Rates set forth in the rate schedule of this Tariff.

Standby or Waiting Time

When dock labour is ordered for a specified time, and is on the job ready for work, or having started work, is delayed, such delays being caused through no inability or fault of Western Stevedoring, the standby time of the dock labour will be charged at the Man Hour Delay Rates set forth in the rate schedule of this Tariff against the party for whom the labour force was ordered.

MATERIALS SUPPLIED

Charges for any materials supplied in connection with any services performed by Western Stevedoring will be based on the cost of the materials, plus fifteen (15) percent for handling.

USE OF MOBILE CRANE – HEAVY LIFT/SPECIAL EQUIPMENT TO LOAD AND UNLOAD GOODS

When because of the size or weight of the goods the Loading and Unloading of the goods between Inland Carriers and Lynnterm must be performed utilizing a mobile crane or other heavy lift type equipment, Western Stevedoring will supply all such equipment and the costs for the use and hire of the mobile crane and/or other heavy lift equipment including the crane and equipment operators will be charged as an addition to the Loading and Unloading Charges published in this Tariff.

CHARGES GENERALLY (IN ALPHABETICAL ORDER)

Absorption of Terminal Charges by Ocean Carriers

On import and export traffic moving in connection with Ocean Carriers via Lynnterm, provisions for complete or partial absorption of terminal charges are contained in ocean tariffs. Shippers or consignees are urged to consult with the carriers or refer to carrier tariffs for accurate determination of applicable terminal charges, if any, for the account of cargo.

Calculation of Charges – 4 to 1 Rules, Weight vs. Measurement

Where a charge imposed in respect of All Cargoes N.O.S. is calculated on the basis of either weight or measurement:

1. It shall be calculated on whichever of the weight or measurement of the goods yields the greater revenue;
2. A charge calculated on the basis of measurement shall not exceed four times the charge calculated on the basis of weight.

Charges Payable by Whom

Except as otherwise indicated or when otherwise absorbed by the Ocean Carrier, all charges are due and payable by the Owner of the goods as soon as they are incurred and shall be paid to Western Stevedoring Company Limited at the address shown on the invoice.

Charter Party Agreements, Sales Contract, Etc.

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

Goods and Services Tax

All charges in this Tariff are exclusive of Goods and Services Tax. Customers, shall in addition, pay to Western Stevedoring all Goods and Services taxes for Goods and Services supplied by Western Stevedoring as and when required by Law.

Minimum Billing Charge

All invoices issued by Western Stevedoring for any service, or combination of services, as provided in this Tariff, shall be subject to a minimum billing charge of \$25.00 per invoice.

Payment of Charges

Where any charges prescribed by this Tariff are owing in respect of any goods, those goods shall not be removed from Lynnterm until the charges have been paid or arrangements for payment have been made with Western Stevedoring.

When credit approval is granted by Western Stevedoring, the charges prescribed by this Tariff are payable within seven (7) days from the date of invoice and past due accounts are subject to an interest charge of eighteen (18%) percent per annum calculated monthly for the period or portion thereof during which the account remains unpaid, or cancellation of credit without notice or subsequent third party collection action.

Western Stevedoring reserves the right to require payment of charges in advance, as follows:

1. By the Vessel, its Owners or agents, before Vessel commences it's loading or discharging operations.
2. By the Owner, shipper, or consignee before cargo leaves the custody of Western Stevedoring.

3. Right is reserved by Western Stevedoring to require prepayment of all charges on perishable cargo or cargo of doubtful value and on household goods.

All charges must be paid in full before any claims for damage can be processed.

No invoice shall be issued where the amount of the charges incurred is less than \$25.00.

Rates Subject to Change

The charges named in this Tariff, revisions or supplements thereto, are based upon ordinary traffic and labour conditions. If and when these conditions change because of demands of labour for increased wages, strikes, congestions or other causes not reasonably within the control of Western Stevedoring, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis of man hours and equipment.

Reduction of Charges

No reduction of charges provided for in this Tariff shall operate to reduce the amount payable for any service below any minimum charge for that service set out in this Tariff.

Terminal Charge

Terminal Charge refers to an all inclusive rate including Vancouver Port Authority's Wharfage Charge and is a charge for the receipt and delivery of export/import cargo to/from alongside Vessel.

Weights and Measurements

Shipping weights and measurements shown on shipping documents are subject to checking by Western Stevedoring and the actual scale weight or measurement of the shipment as determined by Western Stevedoring will govern rating and billing.

Except as otherwise provided, rates named on a weight basis are to be applied to actual gross weight of the freight, and rates named on a measurement basis to the gross cubic measurement of the freight, but in no case shall the amount be less than the minimum to which the rates are subject.

DEFINITIONS

Western Stevedoring

Means Western Stevedoring Company Limited, the party providing terminal service to users at Lynnterm and includes Western Stevedoring's employees, agents and others for whom it is in law liable.

Lynnterm East Gate

Means Lynnterm East Gate Terminal located at 15 Mountain Highway, North Vancouver, BC, which is owned by the Vancouver Port Authority.

Lynnterm West Gate

Means Lynnterm West Gate Terminal located at 95 Brooksbank Avenue, North Vancouver, BC, which is owned by the Vancouver Port Authority.

Authority Property

Means the Lynnterm East Gate and West Gate facilities which are owned by the Vancouver Port Authority.

DEFINITIONS (IN ALPHABETICAL ORDER)

Bill of Lading

Means a contract in writing for the ocean carriage of goods for a certain freight.

Breakbulk Cargo

Means cargo received, not in containers, which is in transit between Vessel or the on-dock CFS and Inland Carriers.

Cargo, Goods and Freight or Merchandise

Means all cargo, goods, freight, merchandise, personal property, effects and movables other than Vessels and containers.

Collective Agreement

Means an agreement in writing between an employer and an organization of "employees" that concerns conditions of employment and includes the Collective Agreement's between the British Columbia Maritime Employers Association and Waterfront Foremen's Employers Association and International Longshoremen's and Warehousemen's Union.

Container

Means a single I.S.O. standard container, rigid, dry cargo, insulated, refrigerated, flat rack, liquid tank, or open-top, demountable, without wheels or chassis attached, furnished or approved by Ocean Carriers for the transportation of goods aboard its Vessels. Containers will have construction, fittings, and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment.

Container Freight Station (CFS)

Means a location at Lynnterm used for Unloading and Loading goods and for Stuffing and Destuffing containers.

Container Storage Area

Means an area on Lynnterm of open space for storing inbound or outbound containers of idle status.

Container Yard (CY)

Is the area designated on Lynnterm where containers in transit between Vessel and Inland Carrier or between Vessel and the on-dock CFS are temporarily held or assembled.

Containerized Cargo

Means cargo received in a container which is in transit, intact, between Vessel and Inland Carrier or between Vessel and the on-dock CFS or vice versa.

Demurrage

Means a charge payable on goods in transit remaining on Lynnterm after the expiration of Free Time.

Dock Apron

Means the area on Lynnterm adjacent to a Vessel where goods and containers are interchanged between Lynnterm and the Vessel or vice versa, which, in the case of inbound movements, is the position as landed by the Vessel's own gear or a shoreside crane and in the case of outbound movements the position from which the goods or containers are loaded to the Vessel using the Vessel's gear or a shoreside crane.

Free Time

Means a period of time during which goods may be left on Lynnterm without Demurrage Charges being incurred either before loading or after unloading the Vessel and unless otherwise specified shall be as follows:

- in the case of inbound goods landed by a Vessel, seven (7) days following the completion of unloading by the Vessel of all goods and containers designated for discharge at Lynnterm.
- Saturdays, Sundays and Holidays are counted in computing Free Time.
- in the case of outbound goods, fourteen (14) days prior to the loading of the Vessel of all goods and containers designated for that Vessel.

Hirer

Means a person who hires a crane or other equipment from Western Stevedoring Company Limited.

I.S.O.

Means International Standards Organization.

Inland Carrier

Means a railroad, truck line, cartage company, private carrier or inland water carrier that receives or delivers containers, cargoes or other goods by railcar, chassis, pipeline, other vehicle or inland waterway craft, including barges and scows.

M/E

Means that the charge is based on man-hour rates and charges for equipment rental as set out in the Man Hour Rates And Equipment Rental Rate schedule included in this Tariff.

Main Mark

Means the mark by which a particular Bill of Lading quantity can be readily identified from other Bill of Lading quantities, and is exclusive of package numbers, order numbers, brands or other sub-marks.

N.O.S.

Means Not Otherwise Specified.

Non-Working Period

Means a period defined as a non-working period in the Collective Agreement between the British Columbia Maritime Employers Association and the Waterfront Foremen's Employers Association and the International Longshoremen's and Warehousemen's Union.

Ocean Carrier

Refers to Vessel Owners, their agents, employees, operators or charterers.

Overtime/Premium Time

Means hours of work in excess of Straight Time.

Owner

Includes:

- (a) in the case of a Vessel, the Owner, the agent, charterer by demise or master of the Vessel and,
- (b) in the case of goods, the agent, sender, consignee or bailee of the goods and,
- (c) the carrier of goods to, upon, over or from any Corporation Property.

Packaged Lumber

Means in the case of Export - Lumber of uniform lengths which are in unit loads properly packaged and strapped for handling by mechanical means. Each unit must conform to BC Export Lumber Packaging Schedule and be not less than 24" high x 40 to 48" wide (approximately), and minimum 8' lengths. Non-conforming packages may be subject to a surcharge.

Means in the case of Import - Hardwoods and woods of value which are strapped into units each containing a minimum of 400 FBM per unit (approximately) for handling by mechanical means.

Place of Rest – Breakbulk Cargo

In respect of Breakbulk Cargo, place of rest is defined as that area at Lynnterm which is assigned by Western Stevedoring for the receipt of inbound cargo from the Vessel and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shippers for Vessel loading.

Shipment

Means a single quantity of goods tendered on one shipping document at one time from one point of origin by one shipper for one consignee to one point of destination.

Storage

Means a charge payable on goods in transit remaining on Lynnterm after the expiration of Free Time.

Straight Time

Means the hours of work defined in a Collective Agreement as regular straight time hours.

T.E.U.

Means a twenty foot container or a container unit that is the equivalent of a twenty foot container.

Tonne M

Means that the number of tonnes is calculated by measurement per cubic metre.

Tonne W

Means that the number of tonnes is calculated by weight per 1000 Kgs.

Unitized Goods

Means goods in packages that are consolidated, palletized, shrink-wrapped, banded or otherwise securely held together to form a single shipping unit in order to facilitate mechanical handling, and that remain intact until removed from Lynnterm.

Vessel

The term "Vessel" means:

1. Any water craft, barge or raft that is presented for berthing, and
2. Reference to Vessel, includes, without exception, its Owner, charterer, agents, operators and employees.

GENERAL TERMS AND CONDITIONS, LIMITATIONS AND EXCLUSION OF LIABILITY

Short Title

This Tariff may be cited as the "Terminal Services Tariff", and is generally referred to herein as the "Tariff".

Publication

This Terminal Services Tariff is published by Western Stevedoring Company Limited and incorporates provisions of the Vancouver Port Authority Fee Detail Document and obligations arising therefrom.

Relationship and Acceptance

Western Stevedoring provides terminal services at Lynnterm to the users thereof, upon and subject to all the terms and conditions of this Tariff, which terms and conditions shall govern the relationship between Western Stevedoring and such users.

Western Stevedoring reserves the right to furnish all equipment, supplies and materials, and to perform all services, in connection with the operation of Lynnterm, upon and subject to the rates, charges, terms, conditions, rules and regulations contained in this Tariff.

Use of Lynnterm constitutes complete acceptance by the user of this Tariff and all its terms and conditions.

Effective Date and Changes

This Tariff and all rates, charges, terms, conditions, rules and regulations contained herein shall apply to all traffic and cargo at Lynnterm. This Tariff shall be subject to change without specific notice, and such changes will be effective from the dates specified therefore. Please contact Western Stevedoring at 15 Mountain Highway, North Vancouver, BC regarding the currency of the provisions of this Tariff.

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

GENERAL TERMS AND CONDITIONS (IN ALPHABETICAL ORDER)**Cargo, Received or Delivered**

Cargo is received for shipment when the dock receipt or other document, approved or issued by Western Stevedoring, has been acknowledged by Western Stevedoring. Cargo is delivered when delivery order or, other document approved by Western Stevedoring, has been acknowledged. Cargo received in or on Lynnterm awaiting delivery to Vessel or Inland Carrier is in transit until other specific arrangements for its care and custody are made by the cargo Owner and Vessel or Inland Carrier with Western Stevedoring. Notwithstanding terms of sale and other considerations or agreements, cargo in transit on Lynnterm is under the control of the Vessel involved and subject to the full force and terms of its Bill of Lading or Contract of Affreightment until loaded on board, released by acknowledgement of delivery or released to and accepted by Western Stevedoring for other custody.

Demurrage – Rail Cars or Vessels

In furnishing the service of ordering, billing out, loading or unloading railcars, and of handling to and from Vessels, Western Stevedoring shall have no responsibility for and no liability for any Demurrage whatsoever, on either railcars or Vessels.

Explosives and Hazardous Cargo

The acceptance, handling, or storage of explosives or excessively inflammable or hazardous materials will be subject to the Owner obtaining prior approval from the Vancouver Port Authority and to making special arrangements with Western Stevedoring and will be governed by the rules and regulations of the Transportation of Dangerous Goods Act and Canada Shipping Act, and satisfying the appropriate regulatory bodies.

Hazardous cargoes must be prepared for shipment in accordance with International Maritime Organization regulations and a detailed description of the goods, including its I.M.O. code and rating must be provided to Western Stevedoring in advance by the agent of the Vessel.

Goods Requiring Refrigeration

With the exception of power connections for reefer containers, Lynnterm offers no facilities for special handling of goods requiring refrigeration after discharge or before loading of goods to Vessel. Western Stevedoring shall not be responsible for and shall have no liability for the costs of special handling of goods that require refrigeration or for additional services provided plus any special handling of goods, overtime costs or deterioration in respect of those goods unless specifically promised by Western Stevedoring.

Where refrigerated goods are to be Loaded on or Unloaded from a Vessel, the Owner of the Vessel shall:

1. Arrange for the consignee of the goods to take immediate delivery of the goods when they are unloaded, **or**
2. Arrange for delivery of the goods for outward movement at a proper time in order to permit the handling and loading of said goods onto the Vessel without delay,

whichever is appropriate.

Information to be Supplied to Western Stevedoring

1. Cargo Documents and Manifests - Masters, Owners, agents, or operators of Vessels are required to furnish Western Stevedoring with one complete copy of Vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights and measurements of all cargo loaded or discharged at Lynnterm. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading, or "boat notes" or "mates' receipts" containing all information required above may be accepted. With respect to inbound loaded containers, two copies of detailed Container Load Plans are also to be supplied along with a summary instruction list to identify the disposition of each container. The disposition of a container is the designation given to a container to indicate whether the container is to be Destuffed at the on-dock CFS or is to transit Lynnterm intact between the Vessel and an Inland Carrier.
2. The above information must be received by Western Stevedoring within: in the case of cargo loaded to a Vessel, seven (7) days after the Vessel's departure from Lynnterm, and in the case of cargo discharged at Lynnterm a minimum of three (3) working days prior to the Vessel's arrival to enable Western Stevedoring to prepare invoices.
3. Where documentation in respect of the inbound cargo of a Vessel is not provided by the Vessel to Western Stevedoring within the time specified in sub-section 1, as a result of which Western Stevedoring incurs additional expenses in the calculation of charges for the preparation of cargo documentation, Container Load Plans on behalf of the Vessel, the Owner of the Vessel shall pay such costs.
4. Western Stevedoring is not required to perform any service in respect of cargo/containers to be discharged from Vessel until three (3) working days after it receives complete documentation in respect of the cargo/containers of the Vessel.
5. The cost of supplying checkers, labour, materials, and equipment for the checking and sorting of goods which have not been delivered separated according to Bill of Lading quantity by the Vessel at the time they were unloaded from the Vessel and/or Destuffed from the container will be charged to the Vessel.

Owner's Risk

Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidization, wastage, rust, tarnish, discoloration, breakage, leakage, chafing or any other peculiar loss or damage that may occur despite accepted practices for the care of cargo, or glass, liquids, and fragile articles, will be accepted only at Owner's risk.

Timber and log or lumber rafts and all water craft, if and when permitted by Western Stevedoring to be moored at dolphins, at wharves, or alongside Vessels, are at Owner's risk for loss or damage.

Redelivery and Transhipment of Cargo

In the case of cargo received at Lynnterm for delivery to a Vessel which due to conditions unforeseen at the time of receipt must be redelivered to a land carrier, or similarly, cargo received at Lynnterm intact in containers or which is Stuffed into containers at Lynnterm and which is subsequently diverted for transhipment by the Vessel operator in lieu of a direct call of a Vessel to Lynnterm, the charge or charges on the cargo and containers so handled shall be the same as that applicable to cargo handled to a Vessel making a direct call.

In the case of cargo which is trans-shipped through Lynnterm via separate terminal facilities, i.e. received at one terminal for reloading to a Vessel at Lynnterm, with the exception of Wharfage which will be imposed once only, all other charges at Lynnterm will be in accordance with the rates and charges as defined in this Tariff for inbound and outbound goods respectively.

Release of Cargo Boards or Pallets

When available, stevedore-type cargo boards or pallets belonging to Western Stevedoring may be released to Inland Carriers. It is Western Stevedoring's sole option to permit the delivery of boarded cargo or palletized cargo or the use of empties for the pick-up of export cargo for shipment. The release of boards and pallets is subject to signature of acceptance and agreement by the Inland Carrier to adhere to the following conditions and to become responsible and liable for the pallets until their return as follows:

1. To return cargo boards or pallets to Lynnterm in good order and condition within five (5) calendar days from date of receipt.
2. To pay a Demurrage charge of \$1.00 per pallet per day or part thereof for pallets remaining outstanding beyond the five (5) day calendar period mentioned in (1) above.
3. To pay Western Stevedoring \$50.00 per cargo board or pallet for any boards or pallets not returned.

Responsibility Limited on Leased Equipment

Upon written request and instructions from Ocean Carriers, Western Stevedoring may accept custody of equipment to be returned to leasing companies. Western Stevedoring will act only as custodian for the parties and will not be responsible or liable for any conditions of transfer except the giving and taking of receipts. All charges that may accrue against the leased equipment while in Western Stevedoring custody must be guaranteed and paid directly by the Ocean Carriers.

Right to Refuse Cargo, Containers, or Chassis

Right is reserved by Western Stevedoring without responsibility for Demurrage, loss, or damage attaching, to refuse to accept, or unload or to permit Vessel to discharge:

1. Cargo, containers, or chassis for which previous arrangements for space, unloading, or removal from Lynnterm have not been made by shipper, consignee, or Vessel.
2. Cargo deemed extra offensive, perishable, or hazardous.
3. Cargo, the value of which may be determined as less than the probable terminal charges.
4. Cargo not packaged suitably for standing the ordinary handling incident of its transportation. Such cargo, however, may be repacked or reconditioned and all expense, loss, or damage incident thereto shall be for the account of the shipper, consignee, Owner, Vessel or Inland Carrier.
5. Cargo, containers, or chassis during a period of severe congestion or other emergency, when, in the judgement of Western Stevedoring, the circumstances then prevailing will prevent Lynnterm from providing usual care and custody.

Right to Remove, Transfer or Warehouse

Hazardous or offensive cargo or cargo which, by its nature, is liable to damage other cargo, is subject to immediate removal either from the premises or to other locations within said premises with all expense and risk of loss or damage being for the account of Owner, shipper, or consignee.

Cargo remaining on Lynnterm after expiration of Free Time, as defined herein, and cargo shut out at clearance of Vessel, may be piled or repiled to make space, transferred to other locations or receptacles within the Lynnterm facility, or after appropriate notice, removed to public or private warehouses with all expense and risk of loss or damage for account of the Owner, shipper, consignee or Vessel as responsibility may appear.

Right to Sell for Unpaid Charges

Cargo on which unpaid Terminal Charges have accrued may be sold to satisfy charges and costs provided the Owner has been given notice to pay charges and to remove said cargo and has neglected or failed to comply.

Right to Withhold Delivery of Freight

Right is reserved by Western Stevedoring to withhold delivery of freight until all accrued Terminal Charges, ocean charges and/or advances against said freight have been paid in full.

LIMITATION AND EXCLUSION OF LIABILITY

The following are terms and conditions of this Tariff, of performance by Western of any services referred to in this Tariff, and of provision of facilities by Vancouver Port Authority under Fee Document Schedule:

1. DELAYS AND DAMAGE - LIMITATION OF LIABILITY

Western Stevedoring and Vancouver Port Authority shall not be liable for:

- (a) any delays in loading, unloading, receiving, delivering or handling of any Goods or Cargo, or;
- (b) any damage (concealed or otherwise) to or destruction or loss of any Goods or Cargo, Containers, Chassis, or any other property whatsoever in, on or about Lynnterm,

caused by or arising from fire, war, explosion, civil commotion or disturbance, riots, labour relations disputes of any kind (including without limitation strikes, walkouts, work stoppages, slowdowns, lockouts, boycotts and "hot" declarations) whether affecting employees of Western Stevedoring or any other person or entity, labour shortages, equipment failures or breakdowns whether or not due to the equipment failures or breakdowns whether or not due to the fault or negligence of the operator, Western Stevedoring or Vancouver Port Authority, flood, earthquake, wind, water, rain, frost, snow, ice, tempest, other acts of God, the negligence or wilful misconduct of others, animals, insects, rodents, vermin, decay, oxidation, rust, deterioration, evaporation, shrinkage, inherent vice of product, leakage or discharge from fire protective sprinklers, or any other cause or thing whatsoever, save and except only to the extent that such delays, damage, destruction or loss shall occur directly and solely as a result of negligence or wilful misconduct on the part of Western Stevedoring, and subject in any event to clauses 3 through 10 below.

2. INJURY TO PERSONS (INCLUDING DEATH) - LIMITATION OF LIABILITY

Western Stevedoring and Vancouver Port Authority shall not be liable for any injury to passengers from Vessels or to any other persons (including death at any time resulting from an such injury), occurring in, on or about Lynnterm, save and except only to the extent that such injury occurs directly and solely as a result of negligence or wilful misconduct on the part of Western Stevedoring.

3. REQUIREMENTS FOR LIABILITY

Western Stevedoring and Vancouver Port Authority shall not be liable for any delays in loading, unloading, receiving, delivery or handling of any Goods or Cargo or for any damage (concealed or otherwise) to or destruction or loss of Goods, Cargo, Containers or Chassis, unless in each and every case:

- (a) the delay, damage, destruction or loss occurred directly and solely as a result of the negligence or wilful misconduct of Western Stevedoring, and
- (b) within thirty (30) days after the subject Goods, Cargo, Containers or Chassis are removed from Lynnterm, notice of the delay, damage, destruction or loss and the general nature thereof is given in writing to Western Stevedoring, and
- (c) within six (6) months after the subject Goods, Cargo, Containers or Chassis are removed from Lynnterm, legal proceedings to enforce the claim are instituted,

and nevertheless, the liability of Western Stevedoring and Vancouver Port Authority shall be further subject to paragraphs 4 through 10 below.

4. AMOUNT OF LIABILITY LIMITED

Western Stevedoring and Vancouver Port Authority shall in any event not be liable for any delays in loading, unloading, receiving, delivering or handling of any Goods or Cargo or for any damage (concealed or otherwise) to or destruction or loss of Goods, Cargo, Containers or Chassis, in any amount exceeding:

- (a) in the case of Goods or Cargo, the lesser of:
 - (i) the landed cost of the Goods or Cargo (including invoiced cost as paid to the supplier, plus freight, insurance, and duty paid and not refundable); or
 - (ii) one hundred dollars (\$100.00) per customary freight unit (and trailers, boxcars and Containers shall for such purposes be considered customary freight units); unless the nature and value of the Goods or Cargo had been declared in writing to Western Stevedoring at or before the time the Goods or Cargo were received at Lynnterm, in which event the liability of Western Stevedoring and Vancouver Port Authority shall be limited to the landed cost of the Goods or Cargo were received at Lynnterm, in which event the liability of Western Stevedoring and Vancouver Port Authority shall be limited to the landed cost of the Goods or Cargo (including invoiced cost as paid to the supplier, plus freight, insurance and duty paid and not refundable); or

- (b) in the case of Containers or Chassis, at the option of Western Stevedoring, either:
- (i) the cost of replacing Containers or Chassis totally lost or destroyed directly and solely as a result of negligence or wilful misconduct of Western Stevedoring, with Containers or Chassis of the same size, age, quality and condition as those totally lost or destroyed; or
 - (ii) the cost of repairing damage to Containers or Chassis caused directly and solely by the negligence or wilful conduct of Western Stevedoring;

and nevertheless, the liability of Western Stevedoring and Vancouver Port Authority shall be further subject to paragraphs 5 through 10 below.

5. EXCLUSION OF LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS

Notwithstanding any other provisions of this Tariff, Western Stevedoring and Vancouver Port Authority shall not in any circumstances be liable for any economic loss or loss of profit or bargain or for any indirect or consequential damages or loss whatsoever, whether or not any such damages or loss are caused by or arise from negligence or wilful misconduct on the part of Western Stevedoring or Vancouver Port Authority.

6. DOCUMENTS AND EVIDENCE

It shall be the responsibility of the claimant to establish his claim and the liability of Western Stevedoring or Vancouver Port Authority pursuant to the terms of this Tariff, by means of proper documentation and other evidence which the claimant shall provide to Western Stevedoring along with his claim.

7. VESSELS AND FLOATING ASSETS AT OWNER'S RISK

Every Vessel, float, derrick, pile driver or section of logs or part thereof that is moored or berthed at, on or about Lynnterm or is in the process of arriving or departing Lynnterm, shall be at the sole risk of the owner thereof.

8. NO RIGHT OF DEDUCTION OR SET-OFF

Notwithstanding any liability of Western Stevedoring or Vancouver Port Authority hereunder, Owners, shippers, consignees, carriers, other Cargo or Vessel interests, and other persons responsible for Charges under this Tariff, shall not be entitled by reason of any such liability to any deduction from, reduction of, set-off against or waiver of any terminal charges, all of which shall be paid in full as and when due.

9. EXCLUSIONS, EXEMPTIONS AND LIMITATIONS IN BILLS OF LADING AND PASSENGER TICKETS APPLICABLE

Western Stevedoring and Vancouver Port Authority shall in addition be entitled to the same rights, exclusions, exemptions, immunities and limitations with respect to liability as are set out in the carrier's favour in any bill of lading or similar documents relating to the Cargo or Goods in question and, in the case of vessel passengers, in passenger tickets or contracts between passengers and the carrier.

10. EXCLUSIONS, EXEMPTIONS AND LIMITATIONS ARE CUMULATIVE

The exclusions, exemptions and limitations of liability set forth in or referred to in clauses 1 through 9 above are cumulative and are in addition to and not in substitution for or in limitation of, any other clauses excluding, exempting or limiting liability as set forth in this Tariff, or any other exclusions, exemptions or limitations of liability on which Western Stevedoring or Vancouver Port Authority may rely at law or in equity.

METRIC CONVERSION TABLES

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

<u>TO FIND</u>	<u>GIVEN</u>	<u>MULTIPLY</u>
Metric Tons	Short Tons	Short Tons by 0.9072
Short Tons	Metric Tons	Metric Tons by 1.1023
Metric Tons	Long Tons	Long Tons by 1.0160
Long Tons	Metric Tons	Metric Tons by 0.9842
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Metres	Measurement Tons(40 cubic feet)	Measurement Tons by 1.13268
Measurement Tons (40 cubic feet)	Cubic Metres	Cubic Metres by 0.8830
Cubic Metres	MFBM's (ft. B.M. in thousands)	MFBM's by 2.3597
MFBM's(ft. B.M. in thousands)	Cubic Metres	Cubic Metres by 0.4238
Cubic Feet	Cubic Metres	Cubic Metres by 35.3145

METRIC EQUIVALENTS

1 kilogram	2.2046 pounds
1 pound	0.4536 kilograms
1 CWT (U.S. - 100 pounds)	45.3592 kilograms or 0.04536 metric tons
1 CWT (British - 112 pounds)	50.8023 kilograms or 0.0508 metric tons
1 bushel grain (U.S.) - 60 pounds	27.2155 kilograms
1 cubic metre	35.3145 cubic feet
1 cubic foot	0.0283 cubic metres
1,000 ft. B.M.	83.3333 cubic feet
1 cubic metre	423.7740 ft. B.M.
1 barrel (U.S. - 42 gallons)	158.9873 litres