



**TERMINAL SERVICES TARIFF**

**FOR**

**LYNNTERM TERMINAL**

15 Mountain Highway  
North Vancouver, BC  
V7J 2J9

**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 Fraser Port Authority (see General Terms and Conditions, Limitation and Exclusion of Liability, Pages 47-56).

**EFFECTIVE: January 1, 2023**  
**REVISED: January 24, 2023**

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**LYNNTERM TERMINAL INFORMATION SHEET**

<b>Address:</b>	15 Mountain Highway, North Vancouver, BC V7J 2J9
<b>Terminal (includes Berthing Facilities):</b>	Approximately 37 hectares (91 acres) heavy-duty paved area, plus waterlot of approximately 4.5 hectares (11 acres)
<b>Berthing Facilities:</b>	4 berths with total length of 915 metres (3,000') all concrete, depth alongside 15 metres (50') at low water.
<b>Warehouse Facilities:</b>	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.
<b>Rail Facilities:</b>	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. Railcar shunting equipment is available for switching on site.
<b>Maintenance Building:</b>	A completely equipped maintenance building for servicing and repairing of all terminal equipment.
<b>Containers:</b>	The dock is set up and equipped to accommodate the Handling and the Stuffing/Destuffing of containers. Mobile cranes are available upon request.
<b>Equipment:</b>	<ul style="list-style-type: none"><li>a) 41,731 kg. (92,000 lb.) 40,823 kg. (90,000 lb.) 36,285 kg. (80,000 lb.) and 27,215 kg. (60,000 lb.) lift trucks for containers, heavy lifts and steel.</li><li>b) 15,875 kg. (35,000 lb.) lift trucks for woodpulp, lumber, steel and container handling</li><li>c) 6,805 kg. (15,000 lb.) and 3,630 kg. (8,000 lb.) lift trucks for plywood, woodpulp and general cargo.</li><li>d) 2,495 kg. (5,500 lb.) lift trucks for railcar, general and containerized cargo.</li><li>e) A wide range of fork, prong and clamp attachments and specialized gear for specific cargo applications.</li><li>f) Tractor/trailer systems for transporting plywood, woodpulp and general cargo from/to ship and shed.</li><li>g) Rubber-tired pushers for railcar switching.</li><li>h) Highway class road sweepers for site cleaning.</li></ul>

**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 TERMINAL GENERAL ENQUIRIES**

**Rate or Billing Enquiries:**

[terminalquotes@westeve.com](mailto:terminalquotes@westeve.com)

Miles Hollingbury – Director, Marketing & Business Development (604) 904-2844  
Suzanne Daoust – Quoting, Billing and Contract Administrator (604) 904-2846

**Operations:**

Russ Peters – Terminal Manager, Lynnterm (604) 904-2825  
Kelly Williams – Vice President, Terminals & Stevedoring (604) 904-2874  
Tim Meyer – Assistant Manager, Terminal Operations (604)-904-2832  
Tony Edmonds – Senior Superintendent (604)-904-2835  
Terry Krueger – Superintendent (604)-904-2843  
Ross Thompson – Manager, Steel & General Cargo (604)-904-2837  
Scott Marshall – Manager, Woodpulp & Lumber (604)-904-2828  
Dave Lucas – President, Terminals & Stevedoring (604)-904-2836

**Ship Cargo Claims:**

Mike Baker – General Manager, Ship Operations (604)-904-2826

**Terminal & Other Claims:**

Darcy Hinds – Director, Health & Safety, Quality & Environment (604)-904-2852

## **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 Fraser 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 Fraser Port Authority (See General Terms and Conditions, Limitation and Exclusion of Liability, Pages 47 - 56).

**Charges**

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 Fraser 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	\$43.85	\$49.10	\$47.35
Note #1:	Add \$3.35 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. Direct Transfer Scow to Vessel			8.85
3. Shifting (Without Sorting)			15.35
4. Undercover Storage (Upon Request Subject to Availability)			16.05
5. Stuffing (excludes Wharfage, Receiving & Container Charges)			By Arrangement
6. Stencilling (During Receipt from Inland Carrier)			12.55
7. Miscellaneous Services			By Arrangement

**Unitized Panel Products (Stickers Attached)**

	<u>Rates per Metric Tonne</u>	
	Flat Truck	Van/Boxcar
1. Terminal Charges		
(a) Plywood	\$51.45	\$56.65
(b) Oriented Strand Board (OSB)	45.35	50.50
2. Shifting (Per M/ton without sorting)		15.35
3. Miscellaneous Services		By Arrangement

**Woodpulp**

1. Terminal Charges			
(a) Loose Bales & Other	39.00		42.70
		Van	Rail
(b) 1 – 1.5 tonne units	37.65	45.80	42.05
(c) 2 tonne units	33.70	42.05	38.40
2. Unitizing (8 Bale Units)			43.10
3. Stencilling (During receipt from Inland Carrier)			4.20
4. Direct Transfer Scow to Vessel			9.70
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	63.40	90.50
2. Miscellaneous Services		By Arrangement

**Paper Products**

1. Terminal Charges		
Newsprint/Sackkraft/Linerboard/Pulp (in Rolls)	55.70	63.65
2. Stuffing (excludes Wharfage, Receiving & Container Charges)		By Arrangement
3. Miscellaneous Services		By Arrangement

**STEEL PRODUCTS****NOTES:**

- Terminal Charges refer to all-inclusive rates for the receipt and delivery of steel products and include the Vancouver Fraser Port Authority's wharfage charge.
- 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 undercover storage subject to space availability and a premium will be applicable. Requests for space must be made in writing in advance of cargo arrival and acceptance confirmed with a written response from Western Stevedoring/Lynnterm.
- There is an inherent risk to shipping breakbulk cargo and Western Stevedoring/Lynnterm will not be responsible for any weather related claims.
- Cargo will be sorted by ocean bill of lading when terminal space allows. Bills of lading under 25 M/T will incur a surcharge and may have to be consolidated with other bills of lading and delivered the same – ie. block stowed with other similar cargoes.
- If the Main Mark information is not provided prior to the vessel's discharge and is not clearly marked on the cargo (i.e. end tags for pipe) the party responsible for payment of terminal charges may incur additional handling charges.
- Western Stevedoring will not be responsible for any mis-shipment of steel that is not properly/uniquely "Head Marked" ie. "pipe without affixed tags to both ends of the pipe or inside both ends so that personnel can quickly and safely identify the mark or plate without the HEAD MARK clearly labelled on the edge trim of each plate."
- Steel cargoes ie. bundled pipe arriving to terminal in unsafe stacking / handling condition ie. broken or missing bands will be re-banded to safety handling guidelines at the customer's expense.
- Motor carriers are responsible for the supply of sufficient loading materials and are responsible for the securing of cargo to their trailers.
- Dock acceptance is granted based on a receiving date window. If this window is not met, Western Stevedoring Lynnterm reserves the right to refuse the shipment or block stow cargo and/or / cross dock the cargo.
- Western Stevedoring Co. Ltd. reserves the right to re-handle, block-stow or remove cargo from Lynnterm after the expiry of free time after vessel discharge completion and these charges will be for the account of the party protecting the terminal charges.
- 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 expiry of free time.
- 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.)
- Terminal charge rates for steel will be applied to Theoretical or Gross Weights, whichever is greater.

**Iron and Steel**

	<u>Rates Per Metric Tonne</u>
1. Terminal Charges	<u>Truck</u>
(a) Rebar (bundled and pre-slung) up to 30 ft.	\$52.75
(b) Rebar (bundled and pre-slung) over 30 ft. to 50 ft.	55.10
(c) Rebar (bundled and pre-slung) over 50 ft. to 60 ft.	56.85
(d) Rebar (Non-Pre-slung)	By Arrangement
(e) Rebar or Wire Rod in Coils	49.10
(f) Round Bar / Flat Bar	59.40
(g) Pipe, Casing (bundled) over 1 tonne bundle – to 60 ft. Length	53.30
(h) Pipe, Casing (bundled) under 1 tonne bundle – to 60 ft. Length (based on average weight per bundle)	65.00
(i) Pipe, Casing (bundled) under 500 Kgs bundle to 60 ft. Length (based on average weight per bundle)	99.75
(i) Hollow Structural Steel HSS Tubing over 1 tonne Bdls. / Pieces to 48 ft. Length (Round, Square or Rectangle)	65.65
(j) Hollow Structural Steel HSS Tubing under 1 tonne Bdls./ Pieces to 48 ft. Length (Round, Square or Rectangle)	77.20
(k) Hollow Structural Steel HSS Tubing Under 500 Kgs Bdls./Pieces to 48 ft. Length (Round, Square, Rectangle)	99.75
(l) Pipe, Casing (loose up to 12”) to 60 ft. length	69.30
(m) Pipe (loose over 12”) to 60 ft. length	By Arrangement
(n) Pipe (bundled or loose) .125” wall thickness or lighter	99.75
(o) Coil & Skelp	43.25
(p) Coil (palletized eye-up)	51.20
(q) Beam	61.75
(r) Plate	56.85
Surcharge for sorting plate if received in mixed lifts ex vessel	By Arrangement
(s) N. O. S. or Crated Steel	69.95

- |   |                |
|---|----------------|
| 2. Direct Transfer to Scow – Import   | 15.00          |
| 3. Safety – steel cargoes arriving to terminal in unsafe stacking / handling condition ie. broken or missing bands will be rebanded to safe handling guidelines at the customer's expense.            | 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. |                |
| 6. Premium for Inside Shed or Poly Covered Storage  | By Arrangement |
| 7. Bracing/Securing of Railcars   |                |
| (a) Labour, Materials and Equipment   | M/E            |
| (b) Minumim Dunnage (per railcar)   | By Arrangement |

Note: Rates for Delivery to Rail by arrangement

**GENERAL COMMODITY BREAKBULK 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:**

- Wharfage charges as per Vancouver Fraser Port Authority Fee Detail Document.
- Where there are differences between Wharfage as noted herein and the Vancouver Fraser Port Authority Fee Detail Document, the Fee Detail Document shall apply
- Load/Unload "A" or "B", refer to Page 21 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.
    - Shippers/truckers transporting cargo to the terminal for export must provide dock receipts with cargo destination and accurate piece counts, weights and dimensions per piece.
- 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 website:  
<http://www.agriculture.gov.au/import/vehicles-machinery/regulations>

<u>Commodity</u>	<u>Whfg</u>	<u>B-Blk Handling</u>	<u>Load/Unload</u>	
			<u>"A"</u>	<u>"B"</u>
<b>All Goods N.O.S.</b>				
- Loose	W \$2.87	W \$51.79	W \$60.11	W \$22.54
- Loose	W 2.87	M 41.24	M 46.05	M 17.27
- Unitized	W 2.87	W 37.12	W 41.65	W 22.54
- Unitized	W 2.87	M 28.77	M 32.23	M 17.29
			0	
<b>Stuffing/Destuffing General Cargo to/from Containers or Flatracks</b>				By Arrangement
<b>Bagged Products (including grain, fertilizers &amp; other bulk commodities)</b>				By Arrangement
<b>Driveable / Self Propelled Equipment</b>				53.80
<b>Driveable / Self Propelled Equipment Minimum Charge</b>				640.00
<b>Towable Equipment / Machinery</b>				By Arrangement
<b>Containers, Loaded</b>				(See Page 23)
<b>Iron and Steel</b> – (unitized allowance is not applicable)				
Rebar (bdl. & pre-slung) up to 30 ft.	W 2.87	36.01		13.87
Rebar (bdl. & pre-slung) over 30 ft. to 50 ft.	W 2.87	36.91		15.32
Rebar (bdl. & pre-slung) over 50 ft. to 60 ft.	W 2.87	37.81		16.17
Rebar (non-pre-slung)	W 2.87		BY ARRANGEMENT	
Rebar or Wire Rod in Coils	W 2.87	35.92		10.31
Round Bar / Flat Bar	W 2.87	39.93		16.60
Pipe, Casing, Tubing (bundled)	W 2.87	36.55		13.88
Pipe, Casing, Tubing (under 1 tonne bdls)	W 2.87	48.41		13.72
Pipe, Casing , Tubing (under 500 Kgs bdls.).	W 2.87	72.23		24.65
HSS Tubing (bdls./pcs. > 1 tonne - 48ft L)	W 2.87	45.47		17.31
HSS Tubing (bdls./pcs. < 1 tonne - 48 ft.)	W 2.87	54.06		20.27
HSS Tubing (bdls./pcs. < 500 kgs - 48' ft.)	W 2.87	72.23		24.65
Pipe, Casing, Tubing (loose up to 12")	W 2.87	48.82		17.61
Pipe (loose over 12")	W 2.87		BY ARRANGEMENT	
Pipe (bdl./loose) .125" wall thickness	W 2.87	72.23		24.65
Coil & Skelp	W 2.87	30.11		10.27
Coil & Skelp (palletized eye-up)	W 2.87	30.49		17.84
Beam	W 2.87	43.74		15.14
Plate	W 2.87	38.13		15.85
N.O.S. or Crated Steel	W 2.87	49.44		17.64

<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>
<b>Logs, Poles and Pilings</b>	MFBM 5.60 (scribner)	By Arr.	M 24.95	M 17.45	M 13.35
<b>Lumber</b> Export (common, rough or dressed, packaged)	MFBM 3.10	By Arr.	31.45	17.15	12.05
Import (hardwoods & prefinished woods of value, packaged)	MFBM 3.10	By Arr.	76.35	M/E	12.35
<b>Paper Products</b> Rolls of heavy paper including news-print, sackkraft, linerboard & pulp	W 2.87	By Arr.	36.42	24.36	16.41
<b>Plywood – Export</b> Unitized in bundles(stickers attached)	W 2.87	By Arr.	35.33	18.45	13.25
<b>Plywood, Veneers, Particle Board – Import Unitized</b> Incl. corestock, casings, dowels, door jams, mouldings & door skins (in bundles or skids), woods of value, crated	W 2.87	By Arr.	34.40	34.45	16.85
<b>Pulp in Bales</b> Loose bales/other	W 2.74	By Arr.	22.04	17.92	14.22
1–1.5 tonne units	W 2.74	By Arr.	20.65	V 22.41 R 18.66	14.26
2 tonne units	W 2.74	By Arr.	18.49	V 20.82 R 17.17	12.47
<b>Shingles &amp; Shakes</b> - in bundles on skids/pallets	W 2.87	By Arr.	4 4.59	43.04	15.94
<b>Smelter Products</b> Ingots of base metals, ie. Copper, zinc, lead, iron & aluminium (unitized allowance not applicable)	W 2.87		By	Arrangement	
<b>Vehicles</b> (empty & assembled), Passenger automobiles	W 2.87		By	Arrangement	
Other assembled vehicles incl. trucks, tractors, trailers, campers, bulldozers, lift trucks, road building, excavating & logging vehicles etc. - Driveable / Non-Driveable	W 2.87		By	Arrangement	
<b>Minimum Charge per bill of lading</b>	As Applicable		85.00	85.00	85.00



## **EXPLANATION OF GENERAL COMMODITY CHARGES**

### **Wharfage Charges**

Wharfage means a charge assessed in accordance with the Vancouver Fraser 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.

**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.

**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.
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  | By Arrangement             |
| 2.  | Labelling  | By Arrangement             |
| 3.  | Sub-Order Delivery Charge  | By Arrangement             |
| 4.  | Bracing Charge   | M/E Plus Cost of Materials |
| 5.  | Covering Charge  | M/E Plus Cost of Materials |
| 6.  | Servicing of Self-Propelled Vehicles   | M/E Plus Cost of Materials |
| (a) | Passenger Automobiles  | M/E Plus Cost of Materials |
| (b) | Other vehicles, including trucks, tractors, campers, bulldozers, lift trucks & road building equipment, etc. | M/E Plus Cost of Materials |
| 7.  | Re-Documentation Charge  | By Arrangement             |
| 8.  | Anti-Stain Treatment of Lumber<br>Note: Refer to page 24 Explanation of Miscellaneous Charges.               | By Arrangement             |
| 9.  | Shifting Charge  | M/E Plus Cost of Materials |
| 10. | Unitizing Charge   | M/E Plus Cost of Materials |
| 11. | Stencilling Charge   | M/E Plus Cost of Materials |
| 12. | Inside Shed or Poly Covered Storage  | M/E Plus Cost of Materials |
| 13. | All Services N.O.S.  | M/E Plus Cost of Materials |
| 14. | Fuel Surcharge   |                            |

Western Stevedoring will assess a fuel surcharge on the gross weight for all cargo when the Vancouver BC monthly average retail price for diesel fuel is above \$1.75 per liter. This rate will be set monthly based on the published months average price per Statistics Canada.

Surcharge assessment per below:

Average price is over \$1.75 and under \$2.00	\$ 0.25 per MT
Average price is over \$2.00 and under \$2.25	\$ 0.50 per MT
Average price is over \$2.25 and under \$2.50	\$ 0.75 per MT
Average price is over \$2.50 and under \$2.75	\$ 1.00 per MT
Average price is over \$2.75 and under \$3.01	\$ 1.25 per MT

Continuation of above scale accordingly per Statistics Canada charts.

**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) By Arrangement

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

**Lumber and Other Forest Products**

(a) Lumber By Arrangement

(b) Pulp By Arrangement

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

By Arrangement

**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. Labelling**

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

**3. Sub-Order Delivery Charges**

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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. Shifting**

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

**10. 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.

**11. Stencilling**

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

**12. 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 – effective January 1, 2023

		<u>20 Ft.</u>	<u>40 Ft.</u>	<u>45 Ft.</u>
Import Containers – loaded - \$44.42 per T.E.U.	Each	\$44.42	\$88.84	\$99.95
Export Containers – loaded - \$31.67 per T.E.U.	Each	31.67	63.34	71.26

2. Container Operations

(a)	Loaded 20 ft. & 40 ft. Container Handling (includes gate charge)	Each	\$477.80
(b)	Empty 20 ft. and 40' Container Handling (excludes gate charge)	Each	375.80
(c)	Gate Charge	Each	98.50
(d)	Vessel Container Repositioning Charge	Per Move	98.50
(e)	Yard Rehandling	Per Move	98.50
(f)	Vessel Gear Container Handling		
	To/From Truck	Per Move	98.50
	To/From Vessel	Per Move	98.50

3. Storage of Empty Containers

Daily Charge	Per TEU	By Arrangement
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**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 stacking them in the 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 and includes 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) 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.
- (ii) Planning the layout of containers in the Container Yard.
- (iii) Providing liaison with Inland Carriers

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

Western Stevedoring and the Vancouver Fraser 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 or receiver.



(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, 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, pre-tripping, repairing 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) 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 its 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	\$28.75
		Or Tonne M	24.95
	Or Rate Based on Two Times the Weight	Tonne W	57.50
(b)	Outward goods to Vessel	Tonne W	19.75
		Or Tonne M	16.25
	Or Rate Based on Two Times the Weight	Tonne W	39.50
	Yachts and Boats Minimum Charge		1261.00

**2. Between Vessel and Barge or to/from Water**

(a)	Inward goods to barge or to water		
	- All goods N.O.S	By Arrangement	
	- Iron and steel goods	Tonne W	15.00
(b)	Outward goods from barge or from water		
	- All goods N.O.S.	By Arrangement	
	- Lumber	1000 FBM	6.70
	- Pulp	Tonne W	7.80
	- Logs	1,000 FBM Scribner	9.15
	Yachts and Boats Minimum Charge		1261.00

**3. Empty Cradle Handling**

-	Receiving / Delivery to/from Vessel	685.00
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**NOTE:**

➤ Add Wharfage as charged by the Vancouver Fraser Port Authority as follows – effective January 1, 2023:

Lumber	MFBM	\$3.10
Woodpulp	W	2.74
Logs	MFBM scribner	5.60
All Cargoes – N.O.S.	W	2.87

➤ 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 or the rate based on two times weight.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.

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 cases basis.

**VESSEL SERVICES**

**Handling Vessel Lines**

	<b><u>TIE UP</u></b>	<b><u>LET GO</u></b>
1. 0800 - 1630 Monday to Friday inclusive	\$2,124.00	\$1,418.00
2. 1630 - 0100 Monday to Friday inclusive	2,635.00	1,759.00
3. 0100 – 0800 Monday to Friday Inclusive	3,218.00	2,147.00
4. 0800 – 1630 Saturday	2,674.00	1,785.00
5. 0100 – 0800 Saturday to Sunday inclusive	3,304.00	2,205.00
1630 – 0100 Saturday to Sunday inclusive	3,304.00	2,205.00
6. Recognized Holiday at any time	4,092.00	2,730.00

**NOTE:**

- Charges are computed on a 4-hour basis. Should any line call go beyond a 4 hour call, such time in excess of 4 hours shall be charged on the basis of 25% of the above charge for each hour or part thereof.
- When more than one vessel is tied up or let go by the same gang within the same 4 hour period, a 30% reduction will be allowed to each vessel.
- 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 0.22
  - (b) Minimum charge - \$159.00

B. Vessels not otherwise specified:

1. For Working Periods
  - (a) For each 8 hours or part thereof 5.89
  - (b) For each hour the berth is occupied for less than 4 hours following any 8 hour period. 0.75

B. Vessels not otherwise specified – con't.	PER METER
	\$
2. <u>For Non-Working Periods</u>	
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).	
(a) For each 8 consecutive hours or part thereof	2.98
(b) For each hour the berth is occupied for less than 4 hours, following any 8 hours period.	0.42
(c) Minimum charge - \$829.00	

**Stevedoring Access Fee (SAF)**

A Stevedoring Access Fee (SAF) is applicable to all Cargo and/or equipment for which stevedoring services will be provided by any other non-affiliated stevedoring company. The SAF, at rates detailed below, is applicable and is payable by the Customer (Carrier or Cargo Owner) that is responsible for hiring and paying for the cost of stevedoring the Cargo.

The Customer who is responsible for hiring and paying a non-affiliated stevedoring company acknowledges and guarantees that such other stevedoring company is their invitee and is subject to the terms, details and conditions of this Tariff.

a) Steel Commodities	Per M/T	\$ 2.50
b) Woodpulp	Per M/T	\$ 1.50
c) Other Non-Specified	Per M/T	\$ 5.00
d) Packaged Lumber	Per MFBM	\$ 1.50

**Miscellaneous Vessel Services**

1. HAND RADIOS		
(a) Rental per day		\$ 27.90
(b) Supply Charge		69.95
2. WATER		
(a) Vessel Connection - includes rental of 100 ft. of hose	Per Connection	171.17
(b) Rental of additional hose per 50 ft. length	Each	34.70
(c) Water	Per Metric Tonne	6.07

## **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 Fraser 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 Fraser Port Authority.
6. a passenger Vessel that is subject to berthage charges pursuant to the Vancouver Fraser 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	\$143.58	\$165.12	\$29.98	\$32.22	\$64.00	\$68.85	\$113.01
Foreman	140.82	161.94	28.69	30.92	61.42	66.26	110.42
Longshoreman #1	92.52	106.40	21.31	22.94	45.60	49.20	82.00
Longshoreman #2	89.95	103.44	21.31	22.94	45.60	49.20	82.00
Longshoreman #3	89.37	102.78	21.31	22.94	45.60	49.20	82.00
Longshoreman #4	89.10	102.47	21.31	22.94	45.60	49.20	82.00
Longshoreman Basic	88.26	101.50	21.31	22.94	45.60	49.20	82.00

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	\$56.51	\$113.01	101.48	\$104.85	\$152.49	\$159.78	\$177.45	\$226.04
Foreman	55.21	110.42	98.26	101.60	147.35	154.62	172.29	220.88
Longshoreman	41.00	82.00	72.94	75.43	109.39	114.80	127.90	163.98

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	\$86.50
Lift Truck 3,629 Kgs. to 4,536 Kgs. (8,000# to 10,000#)	Per Hour	105.50
Lift Truck Over 4,536 Kgs. up to 7,258 Kgs. (Over 10,000 to 16,000#)	Per Hour	155.00
Lift Truck Over 7,258 Kgs. up to 15,875 Kgs. (Over 16,000# to 35,000#)	Per Hour	238.00
Lift Truck Over 24,948 Kgs. up to 40,824 Kgs. (Over 55,000# to 90,000#)	Per Hour	364.50
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 Guidelines**

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. Or on the basis of measurement calculated on the basis of the rate at four times the 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 Fraser 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 Terminal (or Lynnterm)**

Means and consists of Lynnterm Terminal located at 15 Mountain Highway, North Vancouver, BC, which is owned by Vancouver Fraser Port Authority, and includes:

- (a) the portions of such terminal that are leased to Western Stevedoring from time to time; and
- (b) the portions of such terminal that consist of berth corridor, berths and land covered by water that are the subject of a berth corridor agreement between Vancouver Fraser Port Authority and Western Stevedoring.

**Authority Property**

Means and includes Lynnterm Terminal.

**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.

**Contamination**

Means the presence, in soil, sediment, water or groundwater of any Hazardous Substances in quantities or concentrations exceeding those prescribed by any criteria, standards or conditions described in any Environmental Law.

**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.

**Environmental Law**

Means any applicable federal, provincial, regional or municipal statute, by-law, regulation, ordinance or order, or any other applicable law, as enacted or amended from time to time, relating to the environment, occupational health and safety, product liability, transportation or Hazardous Substances.

**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.

**Hazardous Substances**

Means any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, hazardous material or hazardous substance as defined pursuant to any Environmental Law.

**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 Vessel Owner; 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 Authority 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.

**Remediation**

Means action to eliminate, limit, correct, counteract, mitigate, remove or dispose of any Contamination or the negative effects on the environment or human health of any Contamination, and includes, but is not limited to, the following:

- (a) preliminary site investigations, detailed site investigations, analysis and interpretation, including tests, sampling, surveys, data evaluation, risk assessment and environmental impact assessment;
- (b) evaluation of alternative methods of remediation;
- (c) preparation of a remediation plan, satisfactory to Western Stevedoring and Vancouver Fraser Port Authority acting reasonably, including a plan for any consequential or associated removal of soil or soil relocation from the affected site;
- (d) implementation of a remediation plan;
- (e) monitoring, verification and confirmation of whether the remediation complies with the remediation plan, applicable standards and requirements reasonably required by Western Stevedoring or Vancouver Fraser Port Authority or under any Environmental Law; and
- (f) other action that is reasonably required by Western Stevedoring or Vancouver Fraser Port Authority or imposed under any Environmental Laws.

**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.

**Vessel Owner**

Means, with respect to a Vessel, its owner, the owner's agents, any charterer by demise, and the master of the Vessel, or any of them.

**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 Fraser 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 Vessel Owner 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 - Vessel Owners, 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 Vessel Owner 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.

### **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.
6. Cargo delivered to the terminal for export without a dock receipt listing destination, piece count, weights per piece and dimensions of cargo.

**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 re-piled 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.

**Severability**

If any term or provision of this Tariff is or becomes invalid, illegal or unenforceable for any reason whatsoever in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Tariff, or invalidate or render unenforceable such term or provision in any other jurisdiction.

**LIMITATION AND EXCLUSION OF LIABILITY, INDEMNIFICATION**

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 Fraser Port Authority under Fee Document Schedule:

**1. DELAYS AND DAMAGE - LIMITATION OF LIABILITY**

Western Stevedoring and Vancouver Fraser 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 Fraser 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 Fraser 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 Fraser 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 Fraser Port Authority shall be further subject to paragraphs 4 through 10 below.

### **4. AMOUNT OF LIABILITY LIMITED**

Western Stevedoring and Vancouver Fraser 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 Fraser 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 Fraser 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 Fraser 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 Fraser 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 Fraser 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 Fraser 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 Fraser 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 Fraser 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 Fraser Port Authority may rely at law or in equity.

## **ENVIRONMENTAL LIABILITY**

It is an express condition of the performance by Western Stevedoring of the services referred to in this Tariff that Western Stevedoring, Vancouver Fraser Port Authority and their respective directors, officers, employees, agents and contractors shall be held harmless and indemnified by all users of the Authority Property, whether directly liable for charges under this Tariff or not, for any and all damages, losses, environmental damages, environmental cleanup costs or legal expenses, directly or indirectly caused by the user of the Authority Property, for any reason whatsoever, and without limiting the generality of the foregoing:

1. The Vessel Owner must not cause or permit anything to be done on or to the Authority Property that would result in Contamination of or on or within the Authority Property or to any lands, groundwater or bodies of water adjacent to the Authority Property.
2. Neither Western Stevedoring nor Vancouver Fraser Port Authority will have any liability for, and the Vessel Owner will be responsible for and must bear all costs of:
  - (a) any Remediation of Contamination of, on or within the Authority Property or groundwater to the extent such Contamination emanates from the Vessel or is caused or permitted by the Vessel Owner or its agents, employees, contractors (other than Western Stevedoring), licensees, invitees or any person for whom the Vessel Owner is responsible in law; and
  - (b) any Remediation of Contamination of, on or within lands, groundwater or bodies of water adjacent to Authority Property where the Contamination emanates from the Vessel or is cause or permitted by the Vessel Owner or its agents, employees, contractors (other than Western Stevedoring), licensees, invitees or any person for whom the Vessel Owner is responsible in law.

3. If the Vessel Owner fails to complete in accordance with this Tariff, any Remediation of Contamination for which the Vessel Owner is responsible under this Tariff after written notice to do so from Western Stevedoring, Western Stevedoring may (but shall not be obligated to) carry out such Remediation without further notice to the Vessel Owner and the Vessel Owner will pay to Western Stevedoring, upon demand, all costs, charges and expenses in connection therewith, plus administration fee equal to \_\_\_\_% of such costs, charges and expenses, plus all applicable taxes.
4. The Vessel Owner will indemnify, defend and save harmless Western Stevedoring, Vancouver Fraser Port Authority and their respective directors, officers, employees, agents and contractors from and against, any and all claims, damages, losses, costs, expenses and liabilities at any time suffered or incurred by Western Stevedoring, Vancouver Fraser Port Authority and their respective directors, officers, employees, agents and contractors, or any of them, in connection with or by reason of or resulting from or arising in any manner whatsoever out of:
  - (a) Contamination of, on or within the Authority Property or any lands, groundwater or bodies of water forming part of or adjacent to the Authority Property, that emanates from the Vessel or is caused or permitted by the Vessel Owner, its agents, employees, contractors (other than Western Stevedoring), licensees, invitees or any person for whom the Vessel Owner is responsible in law; and
  - (b) any Remediation of Contamination referenced in subclause (a) above; and
  - (c) any act or omission of the Vessel Owner in, on or about the Authority Property.

**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