



**SQUAMISH  
TERMINALS**

# **Tariff**

**TABLE OF CONTENTS**

<b>SQUAMISH TERMINALS INFORMATION PAGE.....</b>	<b>1</b>
<b>1 INTRODUCTION.....</b>	<b>3</b>
1.1 Use of Services and Property Subject to Tariff.....	3
1.2 Use of Terminal is Acceptance of Tariff .....	3
1.3 Limitation and Exclusion of Liability .....	3
<b>2 DEFINITIONS .....</b>	<b>4</b>
2.1 Defined Terms.....	4
2.2 Weights and Measures.....	6
2.3 Conversions .....	6
<b>3 GENERAL INTRODUCTORY TERMS .....</b>	<b>7</b>
3.1 All Rights of Operation Reserved.....	7
3.2 Tariff Effective Date .....	7
3.3 Rates Subject to Change.....	7
3.4 Performance of Services Under Tariff.....	7
<b>4 GENERAL TERMS REGARDING CHARGES .....</b>	<b>8</b>
4.1 Charges.....	8
4.2 Overtime.....	8
4.3 Standby or Waiting Times .....	8
4.4 Minimum Number of Hours .....	8
4.5 Invoicing .....	8
4.6 Payment of Charges.....	9
4.7 Charges for Services Not Specified .....	9
4.8 Minimum Billing Charge .....	9
4.9 Right to Withhold Delivery of Freight .....	9
4.10 Right to Sell for Unpaid Charges .....	9
4.11 Charter Party Agreement, Sales Contract .....	10

## TARIFF

<b>5</b>	<b>VESSEL SERVICES .....</b>	<b>11</b>
5.1	Request for Vessel Services .....	11
5.2	Berthage.....	11
5.3	Handling of Vessel’s Lines - Vessel Tie Up/Let Go .....	11
5.4	Labour and Equipment Rates.....	12
5.5	Mobile Gangway .....	12
5.6	Fresh Water Charges.....	12
5.7	Port Security Fee.....	12
5.8	B.C. Maritime Employers Association Cargo Assessment.....	13
<b>6</b>	<b>CARGO SERVICES.....</b>	<b>14</b>
6.1	Request for Cargo Services .....	14
6.2	Right to Refuse Cargo .....	14
6.3	Cargo Services Generally .....	14
6.4	Deemed Receipt or Delivery of Cargo.....	14
6.5	Cargo Services Charges.....	15
6.6	Storage Charges .....	15
6.7	Information to be Supplied to the Company – Receiving Cargo .....	16
6.8	Right to Remove, Transfer, or Warehouse Cargo .....	16
6.9	Handling and Storage of Cargo .....	16
6.10	Distribution of Cargo .....	17
6.11	Sorting .....	17
6.12	Trucks and Railway Cars.....	17
6.13	Demurrage – Inland Carriers or Vessels .....	17
<b>7</b>	<b>RATES .....</b>	<b>18</b>
7.1	Equipment Rental.....	18
7.2	Manhour Rates.....	18
7.3	Materials Supplied.....	19
<b>8</b>	<b>LIMITATION AND EXCLUSIONS FROM LIABILITY .....</b>	<b>20</b>

<b>8.1</b>	<b>Requirements for Liability.....</b>	<b>20</b>
<b>8.2</b>	<b>Exclusion from Liability.....</b>	<b>20</b>
<b>8.3</b>	<b>Limitation of Liability .....</b>	<b>21</b>
<b>8.4</b>	<b>Indemnification .....</b>	<b>21</b>
<b>8.5</b>	<b>Release .....</b>	<b>21</b>
<b>8.6</b>	<b>Insurance .....</b>	<b>21</b>
<b>8.7</b>	<b>Limitation of Liability to Benefit Employees and Agents .....</b>	<b>22</b>
<b>8.8</b>	<b>Burden of Proof.....</b>	<b>22</b>
<b>8.9</b>	<b>No Right of Deduction or Set-Off.....</b>	<b>22</b>
<b>8.10</b>	<b>Owner’s Risk.....</b>	<b>22</b>
<b>8.11</b>	<b>Exclusions, Exemptions and Limitations in Bills of Lading Applicable .....</b>	<b>23</b>
<b>8.12</b>	<b>Charter Party Agreements, Sales Contract, etc. ....</b>	<b>23</b>
<b>8.13</b>	<b>Exclusions, Exemptions and Limitations are Cumulative.....</b>	<b>23</b>
<b>9</b>	<b>DISPUTE RESOLUTION.....</b>	<b>24</b>
<b>9.1</b>	<b>Dispute under Tariff.....</b>	<b>24</b>
<b>9.2</b>	<b>Procedure on Dispute .....</b>	<b>24</b>
<b>10</b>	<b>TERMS OF GENERAL EFFECT .....</b>	<b>25</b>
<b>10.1</b>	<b>Governing Law.....</b>	<b>25</b>
<b>10.2</b>	<b>Force Majeure.....</b>	<b>25</b>
<b>10.3</b>	<b>English Language.....</b>	<b>25</b>
<b>10.4</b>	<b>Canadian Currency .....</b>	<b>25</b>
<b>10.5</b>	<b>Taxes .....</b>	<b>25</b>
<b>10.6</b>	<b>Waiver .....</b>	<b>25</b>
<b>10.7</b>	<b>Amendments.....</b>	<b>25</b>
<b>10.8</b>	<b>No Creation of Relationship.....</b>	<b>26</b>
<b>10.9</b>	<b>Invalidity of Particular Provision.....</b>	<b>26</b>
<b>10.10</b>	<b>Headings not Interpretative.....</b>	<b>26</b>
<b>10.11</b>	<b>Security .....</b>	<b>26</b>

**SQUAMISH TERMINALS INFORMATION PAGE**

- Street Address:** 37500 3<sup>rd</sup> Avenue, Squamish, B.C., Canada, V8B 0B1
- Mailing Address:** Box 1520, Squamish, B.C., Canada, V8B 0B1
- Telephone Numbers:** Main Office: (604) 892-3511  
From Vancouver Toll Free (604) 687-6891  
Facsimile: (604) 892-5623  
Operations Superintendent (604) 328-0286  
(On-Call)
- Email:** [info@sqterminals.com](mailto:info@sqterminals.com)
- Web Site:** [www.squamishterminals.com](http://www.squamishterminals.com)
- Rail Facilities:** Squamish Terminals is serviced by CN Rail and connected to markets in northern British Columbia and Alberta, across Canada and into the United States.
- Warehouse Facilities:** Three warehouses with a total storage area of 47,400 square metres (510,000 square feet) on a 170,000 square metre site. Each warehouse is well lit, equipped with fire suppression sprinkler system and polished concrete floors. Outside storage is also available.
- Berthing Facilities:** Two berths:  
East: Apron length 137 metres (449 feet) - Zero tide draft 11.6 metres (38 feet)  
West: Apron length 152.4 metres (500 feet), Zero tide draft 12.2 metres (40 feet)
- Synopsis of Operation:** Cargo and Vessel Services: Squamish Terminals offers two berths operating 24 hours a day, seven days a week except as provided in the Collective Agreements (defined hereafter).
- Squamish Terminals offers efficient handling of forest products, steel, break-bulk and project cargos for loading to or from ocean vessels and barges. Stevedoring services are available by express arrangement.
- Customs:** Squamish Terminals is serviced by the Canada Border Services Agency (CBSA) from the Vancouver Marine Operations Office on a call-out basis. Charges for custom officers' time and travel are charged to the party requiring customs clearance.

## **TARIFF**

### **Garbage:**

Garbage disposal is not permitted at Squamish Terminals. Vessels requiring emergency garbage disposal must make special arrangements with the Department of Agriculture, Port Inspection Branch, in Vancouver.

## **1 INTRODUCTION**

### **1.1 Use of Services and Property Subject to Tariff**

1.1.1 This Tariff is notice that all rates, charges, definitions, terms and conditions contained herein apply to all Traffic and Cargo (both of which are defined hereafter) without prior agreement or specific notice.

### **1.2 Use of Terminal is Acceptance of Tariff**

1.2.1 The use of Squamish Terminals Ltd. facilities and services shall be deemed complete acceptance of this Tariff, its revisions or supplements, and the terms and conditions contained herein.

### **1.3 Limitation and Exclusion of Liability**

1.3.1 Take notice that the terms and conditions of this Tariff contains provisions limiting and excluding liability in the part of Squamish Terminals Ltd. and its directors, officers, employees and agents. In particular, see Chapter 8 – Limitation and Exclusions of Liability.

**2 DEFINITIONS****2.1 Defined Terms**

- 2.1.1 “Berthage” means a charge to every Vessel while occupying a berth, or while fast to or tied up alongside any other Vessel occupying a berth at the Terminal.
- 2.1.2 “Bill of Lading” means a contract in writing for the carriage of Cargo.
- 2.1.3 “Break-Bulk Cargo” means general cargo which may be unitized, carried in the hold or stowed on deck of a Vessel but is not containerized or bulk cargo.
- 2.1.4 “Cargo” means all freight that is handled or is to be handled by the Company.
- 2.1.5 “Cargo Services” means the services outlined in Chapter 6 of this Tariff.
- 2.1.6 “Collective Agreement” means an agreement or agreements in writing between an employer and an organization of employees that concerns conditions of employment at the Terminal and includes the Collective Agreement between the British Columbia Maritime Employers Association and the International Longshoremen’s and Warehousemen’s Union.
- 2.1.7 “Company” means Squamish Terminals Ltd.
- 2.1.8 “Equipment Rental Rates” means the equipment rental rates set out in paragraph 7.1 of Chapter 7 of this Tariff.
- 2.1.9 “Inland Carrier” means any form of transportation other than a deep-sea vessel as defined in the Collective Agreement and includes any railroad, truck line, or inland water carrier that conveys Cargo.
- 2.1.10 “Manhour Rates” mean the rates that will be charged by the Company for providing labour services and will be the higher of those rates in Chapter 7 paragraph 7.2 or the rates as established by the British Columbia Wharf Operators Association as at the date the labour services are provided. If the labour services provided by the Company are not listed in paragraph 7.2, the rates established by the British Columbia Wharf Operators Association as at the date the labour services are provided will apply.
- 2.1.11 “MARSEC levels” means the Marine Security (MARSEC) Levels set by Transport Canada Marine Security Operations from time to time.
- 2.1.12 “Overtime ” means any time other than Straight Time as defined in paragraph 2.1.19.

## TARIFF

- 2.1.13 “Overtime Differential” means an amount added to the Straight Time Manhour Rates applicable to any hours outside Straight Time as provided by Chapter 7 of this Tariff.
- 2.1.14 “Owner” includes as applicable:
- i. in respect of a Vessel, the owner, the owner’s employees and agents, the charterer whether by demise or otherwise, the charterer’s agent, or the master of the Vessel;
  - ii. in respect of Cargo, the owner, the owner’s employees and agents, or the Shipper of the Cargo; or
  - iii. in respect of the Inland Carrier, the owner, the owner’s employees and agents, the charterer whether by demise or otherwise, the charterer’s agent, the lessee, the operator or the master of the Inland Carrier.
- 2.1.15 “Shift 1”, “Shift 2” and “Shift 3” have the meanings set out in the Collective Agreement.
- 2.1.16 “Shipper” includes the Cargo Owner and any party acting on behalf of the Cargo Owner to arrange the transporting of Cargo.
- 2.1.17 “Standby Charge” means a charge to reimburse the Company for personnel provided by or arranged by the Company who are delayed in starting or continuing work to perform the services for which the personnel have been so provided or arranged.
- 2.1.18 “Storage Area” means that place within the Terminal set aside for the storage of Cargo.
- 2.1.19 “Straight Time” means the hours of 0800-1200 and 1230-1630 on Monday to Friday, not including any full day designated as a statutory holiday or such other holidays as applicable under Collective Agreement.
- 2.1.20 “Tariff” means this tariff and, if amended by agreement or incorporation into another agreement, those provisions of this tariff that remain in force.
- 2.1.21 “Terminal” means the land, waterlots, buildings, structures, plant and equipment owned, occupied or operated by the Company.
- 2.1.22 “Traffic” includes any Inland Carriers and Vessels arriving at or leaving the Terminal.
- 2.1.23 “Vessel” means a deep-sea vessel as defined in the Collective Agreement.
- 2.1.24 “Vessel Services” include all services referenced in Chapter 5 herein and any other services the Company agrees to provide.

## 2.2 Weights and Measures

2.2.1 Shipping weights and measurements shown on a Bill of Lading or other shipping documents are subject to checking by the Company and the actual scale weight or measurement of the shipment as determined by the Company will govern rating and billing.

2.2.2 Except as otherwise provided, rates set on a weight basis are to be applied to actual gross weight of the Cargo, and rates set on a measurement basis are to be applied to the gross cubic measurement of the Cargo.

## 2.3 Conversions

2.3.1 Metre (m):	= 3.2808 feet
2.3.2 Kilogram (kg):	= 2.2046 pounds
2.3.3 Litre (l):	= 0.2200 gallons (0.2642 US gallons)
2.3.4 Metric Tonne (m/t):	= 1000 kilograms = 2204.6 pounds = 1.1023 short tons (2000 pounds) = 0.9842 long tons (2240 pounds)
2.3.5 Cubic Metre (m <sup>3</sup> ):	= 1000 litres = 35.315 cubic feet = 0.8830 measurement tons (40 cubic feet) = 0.4238 Mfbm (thousands of board feet) = 220 gallons (Imperial) = 27.50 bushels (Imperial) = 6.290 barrels (42 US gallons)
2.3.6 Mfbm:	= 1000 board feet of lumber (1' x 1' x 1") = 1000 board feet of logs, as determined by "Scribner" scale

### **3 GENERAL INTRODUCTORY TERMS**

#### **3.1 All Rights of Operation Reserved**

3.1.1 The Company reserves the right to furnish all equipment, supplies, and material and to perform all services in connection with the operation of the Terminal under the terms and conditions and at the rates contained herein.

#### **3.2 Tariff Effective Date**

3.2.1 This Tariff is effective as of July 1, 2011.

3.2.2 In the event that a provision or any part of a provision of this Tariff is updated or revised, the whole chapter shall be replaced. The revised chapter or supplement shall apply to all Traffic and Cargo on or after the effective date as shown on each page of the relevant chapter of this Tariff.

#### **3.3 Rates Subject to Change**

3.3.1 The rates provided in this Tariff, and revisions or supplements thereto, are based upon ordinary levels of Traffic and Cargo arriving at and leaving the Terminal and ordinary labour conditions at the Terminal. If the levels of Traffic or the levels of Cargo or labour conditions change because of causes not reasonably within the control of the Company, which result in increased cost of service, the rates are subject to change without notice unless otherwise agreed.

#### **3.4 Performance of Services Under Tariff**

3.4.1 All Vessel Services, Cargo Services and other services provided under this Tariff are provided at the sole discretion of the Company. The Company retains the right to refuse to provide any service or services under this Tariff.

3.4.2 All Vessel Services, Cargo Services and other services provided under this Tariff are performed subject to the availability of Company resources.

3.4.3 The provision of labour under this Tariff is subject to, and governed by, the Collective Agreement.

## **4 GENERAL TERMS REGARDING CHARGES**

### **4.1 Charges**

4.1.1 The charges and rates contained in this Tariff are exclusive of Harmonized Sales Tax (“H.S.T.”).

4.1.2 All charges are payable to the Company at the address shown on the invoice.

4.1.3 Except as otherwise indicated, all charges are to the account of the Cargo Owner and are due and payable as soon as they are invoiced by the Company.

### **4.2 Overtime**

4.2.1 Where the Company provides services that require the labour force provided by or arranged by the Company to work Overtime, the party requesting the services shall be required to pay to the Company the Straight Time costs and the Overtime Differential for all labour and supervision according to the applicable Manhour Rates.

### **4.3 Standby or Waiting Times**

4.3.1 A Standby Charge at the applicable Manhour Rates will be charged to the Vessel Owner, Cargo Owner, Shipper or Inland Carrier at the discretion of the Company where workers are provided for a specific time and are ready to work or have started to work, but are for any reason delayed or the work is cancelled. Any such Standby Charge is subject to the minimum hours in section 4.4 below.

### **4.4 Minimum Number of Hours**

4.4.1 Where the Company furnishes or arranges for labour in connection with loading or discharging a Vessel, and the loading or discharging is completed before the expiration of the minimum time defined in a Collective Agreement, the labour shall be charged at the Manhour Rates for that minimum time to the Vessel Owner.

4.4.2 Where the Company furnishes labour for work not connected with loading or discharging a Vessel, and the work is completed before the expiration of the minimum time defined in a Collective Agreement, the labour shall be charged at the Manhour Rates for that minimum time to the Inland Carrier or Cargo Owner as determined by the Company.

### **4.5 Invoicing**

4.5.1 The Company shall invoice all charges under this Tariff, except warehousing charges, as soon as possible after the provision of the service.

4.5.2 Warehousing charges, if any, will be invoiced on the last day of the calendar month.

#### **4.6 Payment of Charges**

4.6.1 Where any charges prescribed by this Tariff are owing in respect of any Cargo, the Company may, at its discretion, direct that the Cargo shall not be removed from the Terminal until the charges have been paid or arrangements for payment have been made with the Company.

4.6.2 All invoices rendered by the Company are due upon presentation unless otherwise agreed in writing. The Company may grant credit at its sole discretion. Where credit has been approved, the charges payable under this Tariff are payable within fifteen (15) days from the date of the invoice. Any invoice not paid within fifteen (15) days shall be subject to a interest charge of twenty four (24%) per cent per annum, two (2%) per cent per month. Past due accounts are further subject to the cancellation of credit without notice and third party collection action.

4.6.3 Notwithstanding the grant of credit, or any other term of this Tariff, the Company reserves the right to require payment of charges or the Company's estimate of charges, in advance, as follows:

- i. By the Vessel Owner before the Vessel commences its loading or unloading operations;
- ii. By the Cargo Owner, before the Cargo leaves the custody of the Company.

#### **4.7 Charges for Services Not Specified**

4.7.1 Unless otherwise provided, Manhour Rates and Equipment Rental Rates will be charged for services not specifically described in this Tariff.

#### **4.8 Minimum Billing Charge**

4.8.1 All invoices issued by the Company for services provided under this Tariff shall be subject to a minimum billing charge of \$25.00 per invoice.

#### **4.9 Right to Withhold Delivery of Freight**

4.9.1 The Company reserves the right to withhold delivery of Cargo until all accrued charges, including charges accrued outside of this Tariff, owing to the Company on account of the Cargo have been paid in full.

#### **4.10 Right to Sell for Unpaid Charges**

4.10.1 Cargo on which overdue charges have accrued may be sold to satisfy charges and costs provided that the Owner has been given written notice demanding payment and that it remove the Cargo but the Owner has neglected or failed to comply.

**4.11 Charter Party Agreement, Sales Contract**

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

## 5 VESSEL SERVICES

### 5.1 Request for Vessel Services

5.1.1 The Vessel Owner shall notify the Company when the Vessel will be arriving at the Terminal and requiring Vessel Services and Cargo Services.

5.1.2 Berthing and Vessel Services are subject to availability of berth space and Company resources and the amount Traffic and is at the sole discretion of the Company.

### 5.2 Berthage

5.2.1 The Company will charge Berthage in respect of a Vessel that occupies a berth or is fast to or tied up alongside any other Vessel occupying a berth at the Terminal.

5.2.2 Berthage will be charged on each Vessel commencing from the time when the first line is made fast and will terminate when the last line is cast off.

5.2.3 The Owner of the Vessel shall pay the Berthage.

5.2.4 Berthage shall be based upon the Vessel's overall length as determined by the Company.

5.2.5 Berthage for Coastwise Carriers as defined in the Collective Agreement will be calculated and charged at \$0.16 per metre for each hour, or portion thereof, that the Coastwise Carrier is in berth except that the minimum Berthage is \$125.00.

5.2.6 Berthage for Vessels will be calculated and charged at \$0.57 per metre for each hour, or portion thereof, that the Vessels are in berth except that the minimum Berthage is \$632.00.

### 5.3 Handling of Vessel's Lines - Vessel Tie Up/Let Go

5.3.1 Rates charged to the Vessel Owner for the service of tying up and letting go of a Vessel's lines will be as follows:

	<b>TYING UP</b>	<b>LETTING GO</b>
0800 to 1630 Monday to Friday inclusive	\$1,513.00	\$1,011.00
1630 to 0100 Monday to Friday inclusive	\$1,876.00	\$1,252.00
0100 to 0800 Monday to Friday inclusive	\$2,288.00	\$1,527.00
0800 to 1630 Saturday	\$1,903.00	\$1,271.00
1630 to 0100 & 0100 to 0800 Saturday & Sunday (All Day)	\$2,349.00	\$1,568.00
Recognised Holidays at Anytime	\$2,907.00	\$1,939.00

## TARIFF

5.3.2 The above rates are computed on a four (4) hour basis. Should any lines call go beyond four (4) hour call, such time in excess of four (4) hours shall be charged on the basis of 25% of the above charge for each hour or part thereof.

5.3.3 When more than one Vessel is tied up or let go by the same gang within the four (4) hour call-out period, a thirty (30%) percent reduction will be allowed for each Vessel.

5.3.4 Charges for handling Vessel lines shall be paid by the Vessel Owner.

### 5.4 Labour and Equipment Rates

5.4.1 Labour and equipment used for the provision of Vessel Services shall be charged at the applicable Manhour Rates and Equipment Rental Rates.

### 5.5 Mobile Gangway

5.5.1 The use or rental of the Company's mobile gangway shall be charged at \$100.00 per eight (8) consecutive hours or part thereof.

### 5.6 Fresh Water Charges

5.6.1 The supply of fresh water to a Vessel shall be charged by the Company to the Vessel at the following rates during Straight Time:

- i. \$135.00 for service and hook-up (including thirty (30) metres (100 feet) of hose);
- ii. \$27.30 for every additional fifteen (15) metre (50 feet) section of additional hose; and
- iii. \$3.46 per one thousand (1000) kilograms (2204.6 pounds) of water supplied.

5.6.2 Additional charges at the applicable Manhour Rates and Equipment Rental Rates shall apply to service and hook-up provided outside of Straight Time.

### 5.7 Port Security Fee

5.7.1 If Transport Canada, or some other duly authorized body, agency or government, raises the MARSEC level above MARSEC level (1), for the period that the MARSEC level is above MARSEC level (1), the Company may assess and charge a port security fee against Vessels as additional security costs associated with the increase in the MARSEC level. Such fee shall be in addition to all other fees and charges due under this Tariff and shall be paid by the Vessel Owner.

5.7.2 In the event of such an assessment, the minimum port security fee shall be \$15.00 per Vessel per hour or part thereof.

**5.8 B.C. Maritime Employers Association Cargo Assessment**

5.8.1 The Company shall collect from the Vessel Owner all amounts assessable and payable by the Cargo Owner on behalf of the B.C. Maritime Employers Association in relation to the applicable Cargo Assessment pursuant to the Schedule of Assessments published by the B.C. Maritime Employers Association as amended from time to time.

## **6 CARGO SERVICES**

### **6.1 Request for Cargo Services**

6.1.1 The provision of Cargo Services is subject to availability of Company resources and the amount of Traffic and is at the sole discretion of the Company.

### **6.2 Right to Refuse Cargo**

- 6.2.1 The Company reserves the right without responsibility for demurrage, loss, or damage to Cargo to refuse to receive, or unload or permit an Inland Carrier to unload or a Vessel to discharge Cargo:
- a) for which previous arrangements for space, unloading, or removal from the Terminal have not been made by the Shipper or Vessel Owner;
  - b) deemed by the Company to be offensive, perishable or hazardous;
  - c) the value of which may be determined to be less than the probable charges for Vessel Services or Cargo Services;
  - d) that is deemed by the Company to not be suitably packed or presented for the ordinary handling incident to its transportation. Such Cargo, however, may be repacked or reconditioned and all expense, loss, or damage incident thereto shall be to the account of the Shipper or Vessel Owner; or
  - e) in circumstances which in the opinion of the Company will prevent the Company from providing usual care and custody.

### **6.3 Cargo Services Generally**

6.3.1 Subject to prior agreement, the Company shall provide all Cargo Services, which includes all matters under this Tariff, from the receipt of Cargo to the delivery of Cargo.

6.3.2 Any additional, extra or special services require express agreement between the Shipper and the Company.

6.3.3 Any notifications required under this chapter regarding the receipt, delivery, movement or loading of Cargo must be by the Shipper. Notification from any other party other than the Shipper will not be accepted. The Shipper shall provide such notification in writing by email or facsimile.

### **6.4 Deemed Receipt or Delivery of Cargo**

6.4.1 Cargo sent to the Terminal for loading on to a Vessel or an Inland Carrier will be deemed to have been received by the Company only when the Company has acknowledged in writing to the Shipper or the Vessel Owner that the Cargo has

## TARIFF

- arrived at the Terminal, that the Cargo has been checked for quality and quantity and that the Company has accepted the Cargo for transfer to a Vessel, for transfer to an Inland Carrier or for storage by the Company pending transfer to a Vessel or transfer to an Inland Carrier as the case may be.
- 6.4.2 Until the Company has acknowledged receipt of the Cargo, the Cargo will be deemed to be in transit and the Company will not be responsible for the Cargo in any way or liable for any loss, damage to, or destruction of the Cargo.
- 6.4.3 Cargo will be deemed to have been delivered by the Company to a Vessel or an Inland Carrier as the case may be in good order unless the Vessel Owner or the Shipper gives notice to the Company in writing in a form approved by the Company that the Cargo is not in good order before the Cargo leaves the Terminal.
- 6.4.4 In the event of any claim made against the Company for loss or damage to or destruction of Cargo, the Company will, notwithstanding the provisions of paragraphs 6.3.1 through to and including 6.3.3, have the benefit of the provisions of this Tariff by which the liability of the Company is excluded or limited.

### 6.5 Cargo Services Charges

- 6.5.1 Labour and equipment used for the provision of Cargo Services shall be charged at the applicable Manhour Rates and Equipment Rental Rates.

### 6.6 Storage Charges

- 6.6.1 In the absence of any other agreement, the Company shall charge the Shipper a storage charge for any Cargo stored at the Terminal. The charge shall be at the following rate:

Per Tonne per day	15.0 cents
-------------------	------------

**6.7 Information to be Supplied to the Company – Receiving Cargo**

6.7.1 The Shipper or the Vessel Owner must provide the following information in writing in respect of Cargo sent to the Terminal:

- i. Identity and contact information of the Shipper;
- ii. Cargo description including identifying marks and numbers;
- iii. Cargo weights and measurements by unit and in total;
- iv. Cargo quantity;
- v. Special handling instructions for Cargo;
- vi. Cargo destination;
- vii. Cargo carrier identity and contact information.

6.7.2 The information required under paragraph 6.7.1 must be received by the Company within a minimum of three (3) working days prior to the arrival at the Terminal of the Inland Carrier or the Vessel.

6.7.3 Where information set out in 6.7.1 is not provided to the Company within the time specified in 6.7.2, and as a result the Company incurs additional expense in dealing with the Cargo, including but not limited to charges for the preparation of Cargo documentation, the Shipper or the Vessel Owner will pay such costs.

6.7.4 Despite 6.7.3, the Company may in its discretion refuse to receive Cargo if the information required under paragraph 6.7.1 is not provided within the time set in paragraph 6.7.2.

**6.8 Right to Remove, Transfer, or Warehouse Cargo**

6.8.1 The Company may require that the Cargo Owner remove Cargo from the Terminal forthwith after giving written notice to the Cargo Owner.

6.8.2 Cargo at the Terminal may be piled or repiled to make space, transferred to other locations or receptacles within the Terminal, or after providing the Cargo Owner with reasonable written notice, may be removed to public or private warehouses, with all expense and risk of loss or damage to the account of the Cargo Owner or Vessel Owner, as applicable.

6.8.3 Hazardous or offensive Cargo which, by its nature, is liable to damage or otherwise affect other Cargo, is subject to immediate removal from the Terminal or to be moved to another location within the Terminal, with all expense and risk of loss or damage to the account of the Cargo Owner or the Vessel Owner, as applicable.

**6.9 Handling and Storage of Cargo**

6.9.1 The Vessel Owner, Inland Carrier or Cargo Owner, as applicable, shall provide the Company with written notification of any special handling requirements of any Cargo. Such notice shall be provided within a reasonable period prior to receipt by the Company of the Cargo. Special handling shall be charged at the applicable Manhour Rates and Equipment Rental Rates.

**6.10 Distribution of Cargo**

6.10.1 The distribution of Cargo will be at the discretion of the Company. The Company shall not be liable for any loss or damage caused, or contributed to, by this distribution of Cargo.

**6.11 Sorting**

6.11.1 Unless otherwise agreed by the Company, labour and equipment required to sort Cargo shall be charged to the Shipper or Vessel Owner, at the Company's discretion and at the applicable Manhour Rates and Equipment Rental Rates.

**6.12 Trucks and Railway Cars**

6.12.1 Blocking and bracing of trucks and railway cars must be specifically requested in writing. Labour and dunnage supplied or arranged by the Company will be charged to the party requesting the blocking and bracing.

6.12.2 The Shipper will ensure the adequacy of stowage of Cargo upon loading of trucks or railway cars. The Company takes no responsibility for the adequacy of the stowage of Cargo and is not in any way liable for loss or damage to or destruction of Cargo, howsoever caused, after completion of loading.

**6.13 Demurrage – Inland Carriers or Vessels**

6.13.1 The Company does not accept and is not responsible for any demurrage charged by any party, on either Inland Carriers or Vessels.

## TARIFF

### 7 RATES

#### 7.1 Equipment Rental

7.1.1 The following equipment rental charges shall apply per hour:

i.	Lift Trucks	to 10,000# (4,536 kgs)	\$62.25 per hour
ii.	Lift Trucks	15,000# (6,804 kgs)	\$99.65 per hour
iii.	Lift Trucks	16,000 to 36,000# (7,257 to 16,329 kgs)	\$166.25 per hour
iv.	Lift Trucks	45,000# (20,412 kgs)	\$197.50 per hour
iv.	Specialized Equipment		By Arrangement

#### 7.2 Manhour Rates

7.2.1 The following manhour rates shall apply per hour:

Manhour Rates (\$)	Base S.T. Wage	Extra Labour Rate	O/T Differential				
			M-F Nights 1630 to 0100	Sat. Days 0800 to 1630	M-F Graveyard 0100 to 0800	Sat. Nights & Graveyard Sun. All Shifts	Holidays All Shifts
Longshoremen – Dock work (Basic)	62.84	72.27	15.09	16.25	32.27	34.83	58.05
Mobile Equipment Operator (Class 3)	63.91	73.50	15.09	16.25	32.27	34.83	58.05
Mobile Crane, Dock Crane Operator (Class 2)	64.48	74.15	15.09	16.25	32.27	34.83	58.05
Mechanic – Certified (Class 1)	65.71	75.57	15.09	16.25	32.27	34.83	58.05
Checker/First Aid (Class 4)	63.65	73.20	15.09	16.25	32.27	34.83	58.05
Foreman (Basic)	99.62	114.56	19.98	21.51	42.70	46.08	76.81
Charge Foreman (Head)	102.20	117.53	21.18	22.74	45.15	48.52	79.25

**Shift Extension Rates:**

Manhour Rates	M-F Days 0800 to 1630	M-F Nights 1630 to 0100	Sat. Days 0800 to 1630	M-F Graveyard 0100 to 0800	Sat. Nights & Graveyard Sun. All Shifts	Holidays All Shifts
Longshoremen (All Classes)	29.01	51.66	53.39	77.44	81.28	116.09
Foreman (Basic)	38.41	68.36	70.67	102.47	107.53	153.63
Charge Foreman (Head)	39.62	71.40	73.74	107.35	112.42	158.52

**7.3 Materials Supplied**

7.3.1 Charges for any material furnished in connection with any services performed by the Company will be based on the cost of the material, plus fifteen (15%) per cent.

## **8 LIMITATION AND EXCLUSIONS FROM LIABILITY**

### **8.1 Requirements for Liability**

8.1.1 It is an express condition of the performance by the Company of the services referred to in this Tariff that the Company shall not be liable for any loss or damage to or destruction of Cargo, Vessels, Inland Carriers or any other property whatsoever and the Company shall not be liable for any injury to person or death caused by such injuries occurring in, on or about the Terminal, unless in each and every case:

- i. the loss, destruction or damage occurred directly and solely as a result of the proven gross negligence or wilful misconduct of the Company or an officer or employee of the Company acting within the scope of their duties and employment;
- ii. within thirty (30) days after the Cargo was removed or should have been removed from the Terminal, written notice is given to the Company; and
- iii. legal proceedings to enforce a claim for such loss, destruction or damage are commenced against the Company within one year following the incident alleged to have caused the delay, loss, destruction or damage.

8.1.2 Notwithstanding the limitation provided in paragraph 8.1.1 any potential liability of the Company shall be subject to the terms of this Tariff.

8.1.3 It is an express condition of the performance by the Company of the services referred to in this Tariff that in no event will the Company be liable for indirect or consequential damage or loss, including but not limited to any economic loss, loss of profit or bargain, or for any indirect or consequential damages or loss whatsoever, whether or not caused by or arising from the gross negligence or wilful misconduct of the Company.

### **8.2 Exclusion from Liability**

8.2.1 Without limiting the generality of paragraphs 8.1.1, 8.1.2 and 8.1.3, it is an express condition of the performance by the Company of the services referred to in this Tariff that the Company, and its directors, officers, employees and agents, shall not be liable for loss, damage to, destruction or disappearance of Cargo, Vessels or Inland Carriers due to:

- i. any delay in loading, unloading, receiving, delivering or handling of any Cargo or any damage (concealed or otherwise);
- ii. animals, insects, rodents or vermin;
- iii. decay, deterioration, evaporation, shrinkage or loss of quantity, quality, or value from inherent vice of product;
- iv. fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting;

## TARIFF

- v. civil disorder, insurrection, riot, strike or labour stoppage whether or not agents or the employees of the Company are involved;
- vi. delay caused by a shortage of qualified labour;
- vii. damage or loss which results from a change in the MARSEC level;

Except to the extent that any of the previously mentioned loss, damage or destruction resulting solely from the gross negligence or wilful misconduct of the Company, its employees, or agents.

### 8.3 Limitation of Liability

8.3.1 If the Company is in any event determined to be liable for any occurrence of the matters listed in 8.2.1, unless the nature and value of the Cargo is declared in writing to the Company at or before the time the Cargo is received on the Terminal, such liability shall be limited to the lesser of:

- i. the landed cost of the Cargo (invoiced cost as paid to the supplier, plus freight, insurance, and duty paid and not refundable); or
- ii. five hundred (\$500.00) dollars per package or per customary freight unit.

### 8.4 Indemnification

8.4.1 It is an express condition of the performance by the Company of the services referred to in this Tariff that the Company, its directors, officers, employees and agents shall be held harmless and indemnified by all users of the Terminal, whether directly liable for charges under this Tariff or not, for any damage, loss, environmental damage, environmental cleanup costs or legal expenses, directly or indirectly caused by the user of the Terminal, for any reason whatsoever.

### 8.5 Release

8.5.1 It is an express condition of the performance by the Company of the services referred to in this Tariff that the Company, its directors, officers, employees and agents shall be released from any claims arising out of the conduct or actions of any users of the Terminal, whether directly liable for charges under this Tariff or not, for any damage, loss, environmental damage, environmental cleanup costs or legal expenses, directly or indirectly caused by the user of the Terminal, for any reason whatsoever.

### 8.6 Insurance

8.6.1 It is an express condition of the performance by the Company of the services referred to in this Tariff that the Cargo Owner, and the Shipper maintain adequate insurance providing for coverage sufficient to indemnify the Company for any loss or damage in relation to any Cargo subject to this Tariff.

**8.7 Limitation of Liability to Benefit Employees and Agents**

8.7.1 It is an express condition of the performance by the Company of the services referred to in this Tariff that every exemption from liability, limitation and condition contained in this Tariff for the benefit of the Company and every defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled under the Tariff will also be available and will extend to protect every director, officer, employee and agent of the Company and, for the purpose of all such provisions and this paragraph, the Company is and will be deemed to be acting as agent and trustee on behalf of and for the benefit of all such directors, officers, employees and agents.

**8.8 Burden of Proof**

8.8.1 It is an express condition of the performance by the Company of the services referred to in this Tariff that, in any legal or other proceeding in which destruction, damage, loss or disappearance of the Cargo is in issue, the burden of proving the fact of such destruction, damage, loss or disappearance, the cause thereof, and the responsibility therefore, will lie always with the claimant; the Company, its officers and employees being at all times presumed to have exercised due care in the custody and handling of the Cargo until the contrary is specifically proved by evidence.

**8.9 No Right of Deduction or Set-Off**

8.9.1 Notwithstanding any liability or alleged liability of the Company under this Tariff or otherwise, the Owner or any other party responsible for charges under this Tariff, shall not be entitled by reason of any such liability or alleged liability to any deduction from, reduction of, set-off against or waiver of any charges payable to the Company, all of which shall be paid in full as and when due.

**8.10 Owner's Risk**

8.10.1 Cargo which, because of its inherent nature is subject to deterioration, shrinkage, oxidation, wastage, decay or any glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discolouration, breakage, leakage, chafing, and similar loss or damage that may occur despite accepted practices for the care of Cargo.

8.10.2 All Inland Carriers, watercraft, timber and log or lumber rafts, if and when permitted by the Company to be moored in slip, at mooring dolphins, at wharves, or alongside vessels, are at the Owner's risk for loss or damage.

8.10.3 Every Vessel, float, derrick, pile driver or section of logs or part thereof that is moored or berthed at or adjacent to the Terminal or in the process of arriving or departing there from shall be at the sole risk of the Owner.

8.10.4 All trucks, railcars, rail locomotive vehicles coming on to the Terminal do so at the sole risk of the Owner.

### **8.11 Exclusions, Exemptions and Limitations in Bills of Lading Applicable**

8.11.1 It is an express condition of the performance by the Company of the services referred to in this Tariff that the Company, its officers, employees and agents shall in addition be entitled to the same rights, immunities, exceptions, exemptions, restrictions and limitations of liability provisions of all contracts of affreightment as are set out in the Owner's favour in any Bill of Lading or similar shipping document relation to the Cargo in question.

8.11.2 It is an express condition of the performance by the Company of the services referred to in this Tariff that the Vessel Owner will include the Company or arrange to have it included as an express beneficiary, to the extent of the services to be performed hereunder, of all rights, immunities and limitation of liability provisions of all contracts of affreightment, as evidenced by its or any other Owner's standard Bills of Lading, issued by the Vessel Owner or any other Owner. Whenever the customary rights, immunities or liability limitations are waived or omitted by the Vessel Owner, the Vessel Owner agrees to hold the Company harmless from, and indemnify it against, any resultant increase in liability.

8.11.3 It is an express condition of the performance by the Company of the services referred to in this Tariff that in the event the Ocean Carrier is not the carrier of the Cargo to be handled by the Company, the Vessel Owner expressly agrees that all rights, immunities and liability limitations contained in the involved carrier's applicable Bill of Lading shall endure to the benefit of the Company. The Vessel Owner agrees that in no event shall the Company have any liability in excess of that of the carrier respecting loss or damage of Cargo and agrees to hold the Company harmless from and indemnify it against any liability incurred by the Company in excess of that of the carrier respecting loss or damage to Cargo.

### **8.12 Charter Party Agreements, Sales Contract, etc.**

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

### **8.13 Exclusions, Exemptions and Limitations are Cumulative**

8.13.1 The exclusions, exemptions and limitations of liability set forth in or referred to in this Tariff 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 exclusions, exemptions or limitations of liability upon which the Company may rely at law or in equity.

**9 DISPUTE RESOLUTION****9.1 Dispute under Tariff**

9.1.1 Any dispute arising out of the operation of, or the services provided under, this Tariff, shall be resolved using the dispute resolution procedure contained herein.

**9.2 Procedure on Dispute**

9.2.1 All disputes arising under this Agreement which are not resolved by the Company and the Vessel Owner, Inland Carrier and Cargo Owner and Shipper as applicable, will be determined in accordance with paragraph 10.1.1 herein.

**10 TERMS OF GENERAL EFFECT****10.1 Governing Law**

10.1.1 This Tariff and any services performed hereunder will be governed exclusively by the laws of British Columbia and the applicable federal laws of Canada and specifically excludes any conflict of law rules of British Columbia that would apply a different body of law. Any legal proceeding or action relating in any way to this Tariff must be brought in the Courts in British Columbia.

**10.2 Force Majeure**

10.2.1 The Company is not responsible for any delay or failure in performance resulting from causes beyond the control of the Company. The Company shall use commercially reasonable efforts to mitigate such delay or failure.

**10.3 English Language**

10.3.1 This Tariff, and ancillary documents, will be drafted exclusively in the English language. All notices or other communications under this Tariff must be in English.

**10.4 Canadian Currency**

10.4.1 Unless otherwise specified any reference to money in this Tariff is to Canadian Currency.

10.4.2 All payments to the Company must be in Canadian Currency.

**10.5 Taxes**

10.5.1 All rates and charges under this Tariff are exclusive of H.S.T.

10.5.2 All payments to the Company will include payment to the Company of all H.S.T. for goods and services supplied by the Company, as required by law.

**10.6 Waiver**

10.6.1 No failure or delay by the Company in enforcing any right, complying with any provision of the Tariff or exercising any remedy will be deemed as a waiver of a right or remedy.

**10.7 Amendments**

10.7.1 No amendment to this Tariff will be valid or effective unless the amendment is published in accordance with this Tariff.

## **TARIFF**

10.7.2 Any change or modification to any provision or term of this Tariff must be in writing and signed by the Company.

### **10.8 No Creation of Relationship**

10.8.1 This Tariff does not make any party partners or agents of the other and does not create any relationship whereby the acts of one party may bind the others or result in any liability to the other. Unless otherwise agreed, this Tariff forms the whole of the relationship between the Company and other parties and is limited to the provision of the services by the Company contained herein.

### **10.9 Invalidity of Particular Provision**

10.9.1 If any provision or any part of a provision of this Tariff is or becomes unenforceable, invalid or illegal for any reason whatsoever, then the remainder of this Tariff will remain in effect as if this Tariff had been executed without the impugned provision or part of the provision.

### **10.10 Headings not Interpretative**

10.10.1 Any headings contained in this Tariff are for convenience only and shall not be considered when interpreting this Tariff.

### **10.11 Security**

10.11.1 Owners and their directors, officers, employees and agents will comply with any security procedures established by the Company and any security laws, statutes and regulations in force from time to time and which apply to the Company and the Terminal.