

C O N T E N T S

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Item

INTRODUCTION

Issued: May 20, 2008

1. PREFACE

- 1100 **APPLICATION** - This tariff is published by GCT Canada Limited Partnership for Vanterm and Deltaport in the Port Metro Vancouver and incorporates the Vancouver Fraser Port Authority's Fee Detail Document for wharfage and berthage. The Vancouver Fraser Port Authority owns Vanterm and Deltaport with terminal services provided by GCT Canada Limited Partnership
- 1110 **NOTICE TO PUBLIC** - This tariff is notice that the rates, charges, rules, terms, regulations, and definitions named herein apply to all traffic and cargo without specific notice, quotation or prior arrangement. Charges for terminal services shall not exceed the rates published in this tariff. Where there are differences between wharfage and berthage noted herein the Vancouver Fraser Port Authority Fee Detail Document shall apply.
- 1120 **USE OF TERMINAL DEEMED ACCEPTANCE** - The use of the Vanterm and Deltaport facilities and services shall be deemed complete acceptance of this tariff, its revisions or supplements, and the terms and conditions contained herein.
- 1130 **TARIFF EFFECTIVE** - The rates, charges, rules and regulations named in this tariff shall apply to all traffic and cargo on or after the effective date as shown on each page.
- 1140 **ALL RIGHTS OF OPERATION RESERVED** -GCT Canada Limited Partnership reserves the right to furnish all equipment, supplies, and material and to perform all services in connection with the operation of the Terminals under rates and conditions named herein.
- 1150 **CHARGES PAYABLE BY WHOM** - All charges unless otherwise specified, when not absorbed by the ocean carrier, are for the account of the owner, shipper or consignee of the cargo.
- 1160 **CHARGES IN CANADIAN FUNDS** - All charges in this tariff are quoted in CANADIAN DOLLARS.
- 1170 **COMPOSITION OF TARIFF** - This tariff is issued in loose-leaf form. All changes will be made by reprinting an entire page. Each reprinted page will bear a revised page number. New pages added to the tariff will be numbered according to their location within the tariff, and reissues of these new pages will likewise bear the same page number.
- 1180 Numbers in brackets refer to item numbers in this tariff.

2. CURRENT PAGES

1200 The following is a list of current pages in this tariff.

Page No.:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Revision :			1	0	30	20	13	2	12	20	19	3	1	1	1	1	0	1

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Item

TERMINAL CHARGES

Effective: January 1, 2004

Issued: December 9, 2003

1. INDEX OF CARGO AND CHARGES

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Effective: February 1, 1997

Item TERMINAL CHARGES

Issued: January 10, 1997

CHARGES INDEX

1300 Berthage	1330 Handling Vessel Lines
2000 Breakbulk Handling	3300 Labour Rates
2000 Cargo Handling	2000 Loading
1600 Container Operations	2260 Minimum Charges
1700 Container Services	3400 Miscellaneous Services, Cargo
1800 Container Storage, Empty	1500 Miscellaneous Services, Vessel
3200 Crane Rental	3300 Overtime Rates
3100 Demurrage	1550 Standby
2000 Destuffing	2000 Stuffing
3000 Direct Transfer	1610 Terminal Throughput
3210 Equipment Rental	2000 Unloading
1620 Extra Moves	2000 Wharfage
1630 Gate Charge	1620 Yard Rehandling
7205 Goods and Services Tax (GST)	

2. CONVERSION FACTORS

1250	Metre	= 3.2808 feet
	Kilogram	= 2.2046 pounds
	Litre	= 0.2200 gallons (0.2642 U.S. gallons)
	Metric tonne	= 1000.00 kilograms = 2204.6 pounds = 1.1023 short tons (2000 pounds) = 0.9842 long tons (2240 pounds)
	Cubic metre	= 1000.0 litres = 35.315 cubic feet = 0.8830 measurement tons (40 cubic feet) = 0.4238 MFBM (thousands of board feet) = 220.0 gallons (Imperial) = 27.50 bushels (Imperial) = 6.290 barrels (42 U.S. gallons)
	MFBM	= 1000 board feet of lumber (12" x 12" x 1") = 1000 board feet of logs, as determined by "Scribner" scale

	TERMINAL CHARGES	Effective:	April 1, 2016
		Issued:	March 7, 2016

3. VESSELS

		<u>Unit</u>	<u>Rate</u>
1300	Berthage (4300) – As per Vancouver Fraser Port Authority Fee Schedules		
1310	<u>Coastal vessels</u> operating between the Port of Prince Rupert and any of the Puget Sound Ports shall be: (other than passenger vessels)		
1311	- Per each hour or part thereof, per metre	Hr./Metre	0.120
1312	- Minimum charge per vessel	Total	76.60
1315	<u>Passenger Vessels</u>		
1316	Canada Place:		
1317	- Per metre, minimum 12 hours	Hr./Metre	9.46
1318	- For each additional hour or part thereof: per metre (Subject to a maximum for each additional 12 hour period of \$9.27 per metre)	Hr./Metre	0.84
1320	All Other Terminals:		
1321	- Per metre for each hour or part thereof	Hr./Metre	0.446
1322	- Minimum charge per vessel	Total	328.28
1325	<u>Other Vessels</u> other than those in Items 1310 and 1315:		
1326	- Per hour or part thereof per metre during working periods	Hr./Metre	0.446
1327	- Per hour or part thereof per metre during non-working periods	Hr./Metre	0.163
1328	- Minimum charge per vessel	Total	328.28
1330	Gateway Infrastructure Fee (4400) – As per Vancouver Fraser Port Authority Fee Schedules		
1400	Handling Vessel Lines (4500)		
		[<u>L1</u>]	[<u>L2</u>]
1410	Tying Up (TUP)	1768.00	2187.00
1411	Letting Go (LGO)	1180.00	1460.00
		[<u>L3</u>]	[<u>L4</u>]
		[<u>L5</u>]	[<u>L6</u>]
		2664.00	2219.00
		1778.00	1481.00
		1825.00	2255.00

L1 = Monday - Friday, 0800 - 1630 hours
L2 = Monday - Friday, 1630 - 0100 hours
L3 = Monday - Friday, 0100 - 0800 hours
L4 = Saturday 0800 – 1630 hours
L5 = Saturday 0100 – 0800 hours and 1630 – 0100 hours, Sunday All Shifts
L6 = General Holidays All Shifts

The above rates are computed on a four (4) hour basis. Should any line call go beyond a 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. When more than one vessel is tied up or let go by the same gang within the same four (4) hour period, a thirty (30) per cent reduction will be allowed to each vessel.

The charges are to be 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.

		<u>Unit</u>	<u>Rate</u>
1500	Miscellaneous Services		
1510	Reserved		
1511	Reserved		
1512	Reserved		
1520	Chassis Reporting (5320)	Each	N/A
1525	Chassis Roadability Check (5330)	Each	N/A
1530	Chassis Storage (5340)	Calendar day or part	N/A
1540	Redocumentation (4620)	per B/L	28.55
1550	Standby (7030)	N/A	M/E
1560	Reserved		
1570	Water Connection (4640)		
	- Connection 100' hose		148.00
	- Additional hose, 50' lengths		30.05
1575	Water Usage	W	5.55
1580	Services Not Otherwise Specified	N/A	M/E

Item	TERMINAL CHARGES	Effective: April 1, 2016
		Issued: March 7, 2016

4. CONTAINERS

		<u>Unit</u>	<u>Rate</u>
1600	<u>Container Operations (5000)</u>		
1610	Terminal Throughput (5010) To/from all vessels, including cellular container vessels and others, and for all full or empty I.S.O. standard containers 20ft and 40ft in length; - Loaded containers to/from:		
1611	- Truck	Each	352.00
1612	- Railcar	Each	393.45
1615	- Empty containers	Each	292.70
1620	Yard Rehandling/Extra Moves (5030) - loaded or empty container	Each Move	65.05
1630	Gate Charge (5020) – Truck and Rail - loaded or empty container		
1631	- Truck, Monday to Friday Straight Time 0800 shifts and all extended Truck Gates - Late Gates where the Truck Gate is closed, requires Terminal Pre-approval, in addition to Item 1631 above	Each	74.75
1632	- Monday to Friday 1630 shift, Saturday 0800 shift	Each	134.65
1633	- Monday to Friday 0100 shifts, Saturday 0100 and 1630 shifts Sunday all shifts and all General Holidays,	Each	269.00
1635	- Rail Intermodal Surcharge - in addition to Item 1631 above, all shifts		
1636	- To Railcar	Each	64.00
1637	- From Railcar	Each	75.85
1640	Vessel Repositioning (5040) - loaded or empty container	Each	128.10
1650	Rollover Export Bookings (5090) - For laden export containers rolled after vessel's first shift of operations	Each	122.55
1700	<u>Container Services (5400)</u>		
1710	Plugging/unplugging refrigerated containers (5410)	Each time performed	31.05
1720	Container monitoring - refrigerated containers (5420)		
1721	- Monday to Friday 0800 shift	Calendar day or part	17.00
1722	- Saturday 0800 shift	Calendar day or part	20.70
1723	- Sunday 0800 shift	Calendar day or part	25.30
1724	- General Holidays 0800 shift	Calendar day or part	30.55
1730	Electric power for refrigerated containers (5430)	Calendar day or part	11.95
1735	Install or Remove a clip-on genset - all inclusive	Per Unit	200.20
1736	Clip-on genset storage in excess of free time of 5 business days from day of receiving	Unit/Day	50.00
1740	Sweep or vacuum containers (5440) - excludes Yard Rehandling charge	TEU	46.70
1750	Power Wash containers (5440) - excludes Yard Rehandling charge	TEU	93.55
1760	Railcar cabling services for refrigerated containers		
1761	- Loading to rail	Each	197.50
1762	- Receiving from rail	Each	110.30
1765	Terminal services for refrigerated containers via rail - Loading to and receiving from	Each	32.35
1770	Fumigation – plus 2 rehandles	Each	49.40
1771	Fumigation and Air Out – plus 2 rehandles	Each	98.85
1775	Container Inspections for CBSA, CFIA, Surveyors - includes 2 rehandles and 1 seal change	Each	401.55

Item	TERMINAL CHARGES	Effective: April 1, 2016 Issued: March 7, 2016	
<u>4. CONTAINERS</u>			
1700	<u>Container Services (continued)</u>		
1780	CBSA VACIS Exams includes 4 rehandles and 1 seal change:		
1781	- container selected by number for VACIS only	Each	540.00
1782	- container elected by number for VACIS and inspected	Each	540.00
1783	- container randomly selected for VACIS and inspected	Each	540.00
1796	Hazardous and Explosive Cargo (6300 – 6330)		
1797	- Hazardous Cargo, containerized	Each	90.30
1798	- Hazardous Cargo, tank containers	Each	127.75
1799	Placard removal for non-hazardous containers (as performed at gate)	Per container	43.20
1800	<u>Container Storage (5450)</u>		
1810	Empty container daily storage charges (in excess of free time)	TEU/Day	123.60
1820	Empty container free time allowance; - delivery to truck ex rail or vessel - loading to vessel	2 working days per TEU 7 calendar days per TEU before vessel arrival	
1850	<u>Rail Overage / Intermodal Railcar Shortage Surcharge (5480)</u>		
1855	Full container daily surcharge	TEU/Day	125.00
1900	<u>Container Security Charge (5490)</u> - applicable on all laden TEUs	TEU	2.50
1910	<u>Digital Photographs</u> - Electronic photos	Per Container	34.40
1920	<u>Temporary Repairs</u> - Minor repair	Per Container	82.65
1930	<u>Expedited Rail Service “ERS” (5492)</u>	Per Container	244.50
1940	<u>Fuel Surcharge (5494)</u>		
	- Diesel fuel price between \$1.60 - \$2.35 per Litre	Per Container	2.30
	- Diesel fuel price between \$2.36 - \$3.10 per Litre	Per Container	2.90

Item

TERMINAL CHARGES

Effective: January 1, 2004

Issued: December 9, 2003

5. CARGO

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Item TERMINAL CHARGES Effective: April 1, 2016
Issued: March 7, 2016

5. CARGO

2000 Wharfage charges (5900) are assessed in accordance with VFPA Fee Detail Document and are applicable for Vanterm and Deltaport.

2270	WHARFAGE CHARGES	<u>UNIT</u>	<u>RATE</u>
2271	Containers		
2272	- Import (Laden)	PER TEU	39.28
2276	- Export (Laden)	PER TEU	28.01
2280	Cargo		
2281	- Lumber	MFBM	2.74
2282	- Wood Pulp	W	2.42
2283	- Logs	Per 1000 Scribner	4.96
2284	- All Cargoes - N.O.S	W	2.54

2300 BCMEA Cargo Assessments (5950) are assessed in accordance with British Columbia Maritime Employers Association and applicable for Vanterm and Deltaport. These charges are invoiced by company as agent for collection of the BCMEA.

Item	TERMINAL CHARGES	Effective: April 1, 2016
		Issued: March 7, 2016
6. <u>DIRECT TRANSFER</u>		
		<u>Unit</u> <u>Rate</u>
3000	Direct Transfer (5600)	
3010	Between vessel and inland carrier:	
	- Inward goods from vessel	W 20.35
3012	- Outward goods to vessel	W 11.85
3015	- Bulk Oils	W 10.30
3020	Between vessel and barges, scows or water:	
3021	- All goods NOS	
	- Inward goods	W 21.65
3022	- Outward goods	W 8.95
3025	- Iron and steel	W 9.25
3026	- Lumber	MFBM 4.75
7. <u>DEMURRAGE</u>		
		<u>Unit</u> <u>Daily Rate</u>
3100	Demurrage (6400)	
3105	- All containers and containerized cargo	
3110	Import	TEU/Day
3111	- First five calendar days following free time	129.50
3112	- Next five calendar	188.20
3113	- More than ten calendar days	242.50
3115	Export	TEU/Day
3116	- First 5 calendar days following free time	36.50
3117	- Next five calendar days	66.00
3118	- More than ten calendar days	92.25
3120	All cargoes (including CFS and Breakbulk)	
	- N.O.S.	W/M 1.55
3121	Forest Products:	
	- Lumber	MFBM 0.35
3122	- Pulp and paper products	W 0.45
3130	Vehicles, tractors, trailers:	
	- Passenger	Each 8.65
	- Other	Each 11.55
3135	Minimum Charge	Per B/L 21.05
8. <u>EQUIPMENT RENTAL</u>		
		<u>Unit</u> <u>Rate</u>
3200	Container Crane (5200), excluding operator	Per Hour 732.35
3210	Terminal Equipment	
3211	- Lift Truck (under 3,629 kg) with Forks	Per Hour 59.35
3212	Lift Truck (under 3,629 kg) with Clamps	Per Hour 73.60
3213	- Lift Truck (3,629 to 4,536 kg) with Forks	Per Hour 77.50
3214	- Lift Truck (3,629 to 4,536 kg) with Clamps	Per Hour 91.95
3215	- Lift Truck (4,537 to 7,258 kg) with Forks	Per Hour 116.00
3216	- Lift Truck (4,537 to 7,258 kg) with Clamps	Per Hour 130.20
3217	- Lift Truck (over 7,258 kg) with Forks	Per Hour 176.85
3218	- Lift Truck (over 7,258 kg) with Clamps	Per Hour 176.85
3220	- Side Handler	Per Hour By Arrangement
3221	- Top Handler	Per Hour By Arrangement
3222	- Rubber Tired Gantry	Per Hour By Arrangement
3223	Gear Surcharge (Weight)	
	- 0 to 25KT	Per KT 9.60
	- 25.001 to 40KT	Per KT 12.60
	- Over 40KT	Per KT 15.70
	- Maximum Gear Surcharge	1,489.25

Item TERMINAL CHARGES Effective: April 1, 2016
Issued: March 7, 2016

9. MAN HOUR RATES

3300 Straight Time and Shift Differentials

		Straight Time		Shift Differential				
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
3301	Head Foreman	118.66	136.46	24.48	26.27	52.21	56.15	91.92
3302	Foreman	116.05	133.46	23.24	25.05	49.73	53.66	89.45
3303	Longshoreman #1	76.34	87.79	17.46	18.81	37.34	40.31	67.17
3304	Longshoreman #2	75.10	86.37	17.46	18.81	37.34	40.31	67.17
3305	Longshoreman #3	74.51	85.69	17.46	18.81	37.34	40.31	67.17
3306	Longshoreman #4	74.27	85.41	17.46	18.81	37.34	40.31	67.17
3307	Longshoreman - Basic	73.44	84.46	17.46	18.81	37.34	40.31	67.17

Longshoreman Categories

- #1 Tradesman (certified)
- #2 Dock gantry driver, locomotive engineer, straddle carrier operator, bulk operator, ship gantry driver, winch driver, hatch tender, grains specialty, CFS operations man, Re-load operations man, top pick driver, side handler driver, reach stacker driver
- #3 Switchman, paperman, ship and dock mobile equipment operator (other than defined in # 2 and #4), lead hand, tradesman (uncertified), gearmen/lockermen, trackman, head checker, bulk operator
- #4 Grain machine man, side runner, lift truck operator (14,000 lb/6,350 kg and under), checker, truck driver (air brake certificate), trades servicemen, unitizer operator, first aid attendant

Rate Description

- A = Delay Rates
- B = Extra Labour - Cost Plus (i.e. normal chargeout rates)
- C = Mon. - Fri. 1630 - 0100
- D = Sat. 0800 - 1630
- E = Mon. - Fri. 0100 - 0800
- F = Sat. 1630 - 0100, 0100 - 0800, and Sun. All Shifts
- G = General Holiday shifts

3320 Shift Extensions and 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>	<u>I</u>
3321	Head Foreman	45.97	91.92	82.69	85.39	124.28	130.18	144.50	183.85
3322	Foreman	44.72	89.45	79.58	82.28	119.31	125.22	139.53	178.88
3323	Longshoreman	33.58	67.17	59.78	61.81	89.62	94.05	104.79	134.34

Rate Description

- A = Mon. - Fri. 0800-1630; Meal 1/2 hour penalty and 1 hour shift extension.
- B = Mon. - Fri. 0800-1630; 3 hour minimum - 4 hour maximum shift extension.
- C = Mon. - Fri. 1630-0100; Meal 1/2 hour penalty and all shift extensions.
- D = Sat. 0800-1630; Meal 1/2 hour penalty and 1 hour shift extension.
- E = Mon. - Fri. 0100-0800; Meal 1/2 hour penalty and all shift extensions.
- F = Sat. 1630-0100 and 0100-0800; Sun. all shifts; Meal 1/2 hour penalty and all shift extensions.
- G = Sat. 0800-1630; 3 hour minimum - 4 hour maximum shift extensions.
- H = General Holidays - all shifts; Meal 1/2 hour penalty and all shift extensions.
- I = Monday - Friday Dayshift 0600 start to 0800

Item

TERMINAL CHARGES

Effective: January 1, 2004

Issued: December 9, 2003

10. MISCELLANEOUS SERVICES

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Item DEFINITIONS Effective: April 1, 2016
Issued: March 7, 2016

1. GENERAL INDEX

CARGO INDEX

4240 Abbreviations	5600 Direct transfer	5750 Palletizing
7270 Absorptions	5740 Distribution	7220 Payment of charges
4020 Acceptance of tariff	4165 Dock apron	4210 Place of rest
4610 Advising	6200 Documentation	5410 Plugging/unplugging
4010 Application of tariff	5430 Electrical power	4620 Redocumentation
4300 Berthage	7000 Equipment rental	7450 Reductions
5710 Blocking	6300 Explosives	6350 Refrigerated goods
5720 Boarding	4170 Free time - Definition	6100 Removal of goods
5710 Bracing	6400 Free time - Terms	4105 Service Contractor
5540 Breakbulk	5020 Gate charge	4215 Shipment
4245 CFS	4500 Handling vessel lines	7060 Ship's Stores
4250 CY	5540 Handling, breakbulk	4216 SOLAS
7300 Calculation of charges	5010 Handling, empty containers	7030 Standby
4120 Cargo	6300 Hazardous	5760 Stencilling
6000 Cargo conditions	4175 Hirer	4220 Straight Time
7200 Charges generally	4180 Inland carrier	5500 Stuffing
4115 Chassis	4100 Interpretation of terminology	5800 Sub-order delivery
5320 Chassis reporting charge	5770 Labelling	4270 TEU
5330 Chassis roadability check	7500 Liability	4630 Telephone
5340 Chassis storage	7260 Liability for payment	7210 Terms
4125 Collective Agreement	5560 Loading "A"	4110 Terminal
4135 Container	5570 Loading "B"	5010 Terminal throughput
5440 Container cleaning	4255 M	4100 Terminology
4150 Containerized cargo	4260 M/E	4000 Title of Tariff
4135 Container crane - Definition	4185 Main mark	4225 Tonne
5200 Container crane - Terms	7000 Man Hour Rates	4115 Truck chassis
4145 Container Freight Station	7050 Materials supplied	5300 Truck chassis servicing
5420 Container monitoring	7350 Measurements	4230 Unitized
5000 Container operations	7240 Minimum billing	5560 Unloading "A"
5450 Container storage	7010 Minimum labour hours	5570 Unloading "B"
4155 Container storage area	5700 Misc. services, cargo	5780 Vehicle servicing
4160 Container Yard	4600 Misc. services, vessel	4235 Vessel
1250 Conversion factors	4265 N.O.S.	5040 Vessel repositioning charge
5730 Covering	4190 Ocean Carrier	4275 W
1200 Current pages	4195 Overtime - Definition	4640 Water
6300 Dangerous substances	7020 Overtime - Terms	5790 Weighing
6650 Delays, waiver	4195 Owner of vessel of cargo	7350 Weights
6400 Demurrage	6500 Owner's risk	5900 Wharfage
5500 Destuffing	6160 Pallet boards	5030 Yard rehandling/Extra moves

Item DEFINITIONS Effective: April 1, 2008
Issued: March 1, 2008

2. DEFINITIONS

4000 **Short Title**

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

4010 **Application**

This tariff applies to Vanterm and Deltaport, Port Metro Vancouver which are owned by the Vancouver Fraser Port Authority. Terminal services are provided by GCT Canada Limited Partnership

4020 **Acceptance**

The use of the terminal facilities and services shall be deemed complete acceptance of this tariff, its revisions or supplements, and the terms and conditions contained herein.

4100 **Interpretation**

In this tariff:

4105 Company means GCT Canada Limited Partnership

4106 Authority means the Vancouver Fraser Port Authority (VFPA).

4107 Authority Property means property vested in Her Majesty the Queen in Right of Canada or under her administration, management, or control of the Authority or leased by the Authority to third parties and without limiting the generality of the foregoing, includes those facilities commonly known as Vanterm, Deltaport, Centerm and Lynnterm.

4110 Terminal means both the Vanterm and Deltaport, Port Metro Vancouver facilities which are owned by the Vancouver Fraser Port Authority.

4115 Chassis refers to skeletal equipment, flatbed, or other vehicle furnished by an ocean carrier for transport of its containers.

4120 Cargo and Goods means all cargo, goods, personal property, effects and movables other than vessels and containers.

4125 Collective Agreement means an agreement in writing between an employer and an organization of "employees" that concerns conditions of employment.

4135 Container means a single rigid, intermodal, dry cargo, insulated, refrigerated, flat rack, liquid tank, or open-top container, demountable, without wheels or chassis attached, furnished or approved by ocean carriers for the transportation of goods aboard its vessels. Containers comply with ISO standards meaning that they are designed for the carriage of cargo by multiple means of transport and meets "CSC" (Convention for Safe Containers) regulations. Containers bear a permanently affixed Safety Approval Plate in accordance with IMO (International Maritime Organization) guidelines. As certified, 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.

4140 Container Crane means a gantry used in handling containers at the Terminal.

4145 Container Freight Station (CFS) means a location on the Terminal used for receiving and delivering goods and stuffing and destuffing containers.

Item	DEFINITIONS	Effective: April 30, 2008
		Issued: April 3, 2008
4150	Containerized Cargo means cargo that is received in a container for movement between vessels and inland carriers or the CFS. Cargo not in containers is called Breakbulk cargo.	
4155	Container Storage area means an area within the Terminal of open or ground space or similar area provided by the Company for storing inbound or outbound empty containers in idle status.	
4160	Container Yard (CY) is the area designated on the Terminal where containers in transit between vessels and inland carriers or the on-dock CFS are temporarily held or assembled.	
4165	Dock Apron means the area on the Terminal adjacent to a vessel where cargo or containers are interchanged between the Terminal and a vessel.	
4170	Free Time means a period of time during which goods may be left on Terminal property without demurrage charges being incurred either before loading or after unloading a vessel. Please refer to item 6400.	
4175	Hirer means a person who hires a crane or other equipment from the Company.	
4180	Inland Carrier means railroad, truck line, cartage company, private carrier or inland waterway carrier including barges and scows, that receives or delivers cargo, containers or any other goods by rail car, chassis, pipeline, other vehicle or inland waterway craft.	
4185	Main Mark means a mark that distinguishes the goods described in one bill of lading from the goods described in another bill of lading, but does not include package numbers, order numbers, brands or other sub-marks.	
4190	Ocean Carrier refers to vessel owners, their agents, employees, charterers or contractors.	
4195	Overtime/Premium time means hours of work in excess of straight time.	
4200	Owner includes: <ul style="list-style-type: none">- in the case of a vessel: the owner, the agent, charterer by demise or master of the vessel;- in the case of cargo: the agent, sender, consignee or bailee of the goods, and the carrier of such goods to, upon, over or from any Authority property.	
4205	Packaged Lumber means in the case of: <ul style="list-style-type: none">- export: lumber of uniform lengths which are in uniform loads properly packaged and strapped for handling by mechanical means. Each unit must conform to B.C. Export Lumber Packaging Schedule and be not less than 24" high x 40/48" wide (approximately);- 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.	

Item	DEFINITIONS	Effective: July 1, 2016
		Issued: March 7, 2016
4210	Place of Rest for Breakbulk cargo is defined as that area on the Terminal which is assigned by the Company 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 by the Company for the receipt of outbound cargo from shippers for vessel loading.	
4215	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.	
4216	SOLAS Container Weight Verification Requirement means the requirement under SOLAS, Chapter VI, Part A, Regulation 2 (to come into effect July 1, 2016), on shippers of packed containers, regardless of who packed the container, to verify and provide the container's gross verified weight to the ocean carrier and terminal operator before it can be loaded onto a vessel. A verified container weight is a condition for loading a packed container onboard a vessel for export. A terminal operator is prohibited from loading a packed container aboard a vessel for export without a verified container weight.	
4220	Straight Time means the hours of work defined in the collective agreement as regular straight time hours.	
4225	Tonne means: (a) with reference to weight, one thousand kilograms and (b) with reference to measurement, one cubic metre	
4230	Unitized Goods means goods that are consolidated, palletized, shrinkwrapped, banded or otherwise securely held together to form a single unit in order to facilitate mechanical handling, and that remain intact until removed from the Terminal.	
4235	Vessel means any steamship, scow, barge, raft, or other watercraft that is presented for berthing. Reference to the vessel includes, without exception, its owner, charterer, agent, operator and employees.	
4240	<u>Abbreviations</u> In this tariff, the following abbreviations are used:	
4245	CFS means Container Freight Station (4145)	
4250	CY means Container Yard (4160).	
4255	M means that the number of tonnes is calculated by measurement, in cubic metres.	
4260	M/E means that the charge is based on manhour rates and charges for equipment rental, as set out in the tariff notice.	
4265	N.O.S. means cargo not otherwise specified.	
4266	SOLAS means the International Convention for the Safety of Life at Sea.	
4270	TEU means a twenty foot container or container unit that is the equivalent of a twenty foot container.	
4275	W means that the number of tonnes is calculated by weight, in metric tonnes.	

Item	TERMS AND CONDITIONS	Effective: February 1, 1997 Revised: February 29, 2012
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1. VESSEL CHARGES

4300 **Berthage** (1300)

Berthage shall be charged as set out in Schedule "C" of the Authority's Fee Detail Document and is payable by the owner of the vessel in respect of a vessel that occupies a berth or is fast to or tied up alongside any other vessel occupying a berth at Authority Property.

4310 Where berthage is payable in respect of a vessel, it shall be paid for the period of time commencing when the first line is made fast and terminating when the last line is cast off.

4320 Berthage is not payable in respect of:

- a. a vessel that, in the opinion of the Authority, is not of a commercial type or design and belongs to Her Majesty or to a foreign government,
- b. a tug that is docking or undocking another vessel,
- c. a lighter that is loading or unloading goods to or from any vessel that is paying berthage charges to the Authority,
- d. a barge that is loading at Authority Property goods that have been received from a vessel at Authority property,
- e. a barge that is unloading goods at Authority property for subsequent reshipment from Authority Property by vessel, if that vessel, tug, lighter or lighter barge is moored at Authority Property with the permission of the Authority.
- f. a vessel that is a passenger vessel that is subject to berthage charges pursuant to Authority Notice N-3.

4330 The Authority shall determine the length of any vessel that does not have a registered length and any length so determined shall be regarded as the length of that vessel for the purposes of berthage.

4440 **Gateway Infrastructure Fee** (1330)

The Vancouver Fraser Port Authority is supporting the Gateway Infrastructure Program which includes the development of seventeen infrastructure projects in three trade areas, being the Roberts Bank Rail Corridor, North Shore Trade Area and South Shore Trade Area, each as described in Schedule "c" of the Authority's Fee Detail Document and is payable by the owner of the vessel on laden containers exported or imported from a vessel over the wharf.

The Gateway Infrastructure Fee will not be assessed more than once in respect of transshipped cargo (including laden containers).

Exemptions: The Gateway Infrastructure Fee is not payable in respect of the following:

- a. Ship's stores and bunker fuel used solely by a vessel that is loading or unloading goods;
- b. Repair materials, lining or ballast delivered to and for the sole use of a vessel that is loading or unloading goods; or
- c. Empty containers

4500 **Handling Vessel Lines** (1400)

4510 The charges published in this tariff are computed on a four hour basis. Where the line-call exceeds four hours, the charge for each extra hour or portion thereof is twenty-five percent (25%) of the published charge.

4520 Where more than one vessel is tied up and let go by the same stevedoring gang within a four hour period, the charge payable in respect of each vessel shall be reduced by thirty percent (30%).

4600 **Miscellaneous Services** (1500)

4610 Reserved

4620 Redocumentation (1540) means re-issuing or making changes to the documentation and/or billing of cargo arising from changes in original manifests, split deliveries of shipments, forwarding instructions and services.

4630 Telephone Installation (1560) is the provision of a temporary telephone to a vessel at the request of the ocean carrier. In addition to the tariff charge, the ocean carrier is responsible for all long distance charges, and any loss of, or damage to the phone while on loan to the vessel.

4640 Water Connection (1570) is the use of couplings, hoses and labour required to provide the service.

Item

TERMS AND CONDITIONS

Effective: April 1, 1998

Issued: March 10, 1998

2. CONTAINER OPERATIONS

5000 **Container Operations** (1600)

5010 **Terminal Throughput** (1610)

Terminal Throughput covers the single movement of an inbound container, full or empty, from the dock apron at the vessel side as placed by the container crane or vessel's own gear, sorting them once in accordance with instructions received from the ocean carrier and stacking them in the container yard in readiness for subsequent repositioning to the CFS or mounting onto an inland vehicle for intact conveyance out of the Terminal. The reverse of the above applies with respect to the handling of containers outbound.

Terminal Throughput also includes the following:

- a. for containers which transit intact, the movement of the container between the CY on and off inland carrier's vehicle (truck chassis or rail car), including performing a visual inspection of the container for general condition and the giving and taking of Equipment Interchange Receipts (EIRs).
- b. for containers which are stuffed/destuffed at the on dock CFS, the laden movement of the container between the CY and CFS and the movement of the container when empty between the CFS and the on dock container storage area.
- c. for empty containers handled to or from vessels, the movement of the empty between the CY and the on dock container storage area.

NOTE: Terminal Throughput rates are for work performed at Straight Time hourly rates only (see Item 7020) and exclude Container Crane use and vessel stevedoring.

5015 Included in the Terminal Throughput are the following services:

- a. sorting containers once in the container yard in accordance with instructions from the vessel.
- b. preparing a discharge/loading sequence list, outbound dangerous cargo list, an outbound reefer container list, an outbound stowage plan, an exception list, an inbound outturn report and a rehandling report.
- c. planning the layout of containers in the container yard.
- d. weighing containers once, if required, on scales at the container yard and recording the weights.
- e. ordering railway cars and providing liaison with railways, inland carriers and trucking companies.
- f. spotting vessels.

Item	TERMS AND CONDITIONS	Effective: May 3, 2010
		Issued: April 2, 2010
5020	<p><u>Gate Charge</u> (1630)</p> <p>Gate Charge covers the loading or unloading of an empty container from or to an inland carrier and the movement of the container from or to the CY or container storage area in accordance with the instructions received from the owner. This gate charge shall also be imposed against laden containers which transit in or out of the gate when not performed as part of Terminal Throughput. The gate charge includes the inspection of the container for general condition and the giving or taking of equipment interchange receipts (EIRs). The Gate Charge is quoted at Straight Time hourly rates (see Item 7020).</p>	
5030	<p><u>Yard Rehandling/Extra Moves</u> (1620)</p> <p>Yard Rehandling is the additional handling of a container not provided for in the definition of Terminal Throughput, resulting from a request by the owner or required as a result of unusual circumstances beyond the control of the Company necessitating the movement of a container within the Terminal and includes, but is not limited to, extra sorting, stacking or unstacking, moving containers from one location to another within the Terminal in order to retrieve a container by number, series or type, or resulting from the need to position containers for the purpose of cleaning, pretripping, repairing, installation of grain doors or, caused as a result of a change in the disposition status or designation of a container. A Yard Rehandling charge shall be imposed for each movement of a container. The Yard Rehandling charge is quoted at Straight Time hourly rates (see Item 7020).</p>	
5040	<p><u>Vessel Repositioning</u> (1640)</p> <p>Vessel Repositioning means a charge to cover the single movement of a container between vessel side and the Terminal and the subsequent return of the container to alongside the same vessel when performed for vessel stowage purposes only. The charge is quoted at Straight Time hourly rates (see Item 7020).</p>	
5050	<p>Where a vessel has approved a stowage plan and stability calculations prepared by the Company, that vessel shall be responsible for the stowage of containers on board the vessel and for the stability of the vessel.</p>	
5060	<p>Containers shall be received and spotted in the Container Yard in accordance with instructions from the owner of the vessel. Where instructions are not received or are changed after they are received, as a result of which rehandling of containers is necessary, the owner shall be charged for the rehandling.</p>	
5070	<p>The Company is not responsible for damage to containers or contents when caused by the weather while in outside storage.</p>	
5080	<p>The reporting of the condition of containers and chassis on Equipment Interchange Receipts which are deemed sufficient to cause the equipment to be unserviceable for further use in connection with the safe carriage of cargo unless repaired is limited to reporting external damage and exceptions that can be readily seen by the human eye. Normal wear and tear caused to containers or chassis, such as minor scrapes, dents and bruises 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 and the undercarriage of containers is specifically excluded.</p>	
5090	<p><u>Rollover Export Container</u> (1650) Applicable after the first shift of working vessel for laden export containers rolled to future vessels</p>	
5200	<p><u>Container Crane</u> (3200)</p>	
5210	<p>The period of hire of a crane includes a preparation and positioning period of not less than one-half hour at the beginning of the period of hire and a shutdown period of one-half hour at the end of the period of hire.</p>	
5215	<p>The minimum period of hire of a crane is 4 hours for the first day of hire. The minimum charge thereafter is 2 hours per day</p>	

Item	TERMS AND CONDITIONS	Effective: February 1, 1997
		Issued: January 10, 1997
5220	Where a crane is transferred from one hirer to another without being shut down, the charge in respect of the preparation and positioning period shall be imposed on the first hirer and the charge in respect of the shutdown period shall be imposed on the last hirer.	
5230	Where the minimum call-out time for the operators and maintenance crew of a crane, as provided in a Collective Agreement, exceeds the period of time for which the crane is hired, the hirer shall be charged the cost of labour of the operators and maintenance crew for the excess time unless for that excess time the crane is hired by another hirer.	
5240	Where a crane is used for any period of time for which the operators and maintenance crew are entitled to overtime pay, the difference between the straight time costs and the overtime costs for that period shall be charged to the hirer.	
5250	The Company is not liable to a hirer for any loss arising out of an accident involving a crane and resulting in death of or injury to any person, or any loss or destruction of or damage to property, unless the accident was caused solely by the negligence of an officer or employee of the Company.	
5260	Every hirer shall indemnify the Company in respect of any claim, whether in contract, tort or otherwise, against the Company arising out of any accident involving a crane and resulting in the death or injury to any person, or any loss or destruction of or damage to property, unless the accident was caused solely by the negligence of an officer or employee of the Company.	
5270	The Company shall not be liable for delay or interruption in performing or failure to perform any service to be provided by a crane.	
5280	Where a hirer requests the use of a crane and, after the crane has been made available, fails to make use of the crane, he shall be liable for all labour costs incurred.	
5290	Charges for renting a crane are payable by the hirer.	
5300	<u>Truck Chassis Servicing and Storage</u> (1500)	
5310	Chassis servicing shall be provided by the Company only when space is available at the Terminal.	
5320	Chassis Reporting charge (1520) is payable for the issuing at the request of the owner on each occasion a chassis transits the Terminal when no chassis roadability check is performed or Equipment Interchange Receipt issued.	
5330	A Chassis Roadability Check (1525) includes reading the hubmeter and inspecting the following items of the chassis: <ul style="list-style-type: none">- general damage- light lenses- landing gear- mud flaps- tires- locking pins- license plates- glad hands	

Item	TERMS AND CONDITIONS	Effective: April 1, 2013
		Issued: March 1, 2013
5340	Chassis Storage (1530) is the service of providing open storage space for ocean carrier owned or controlled chassis in idle status and shall be charged per calendar day or part thereof.	
5350	Notwithstanding the performance or non-performance of services referred to in the chassis roadability check, the Company is not liable for any damage, loss or personal injury caused by or resulting from a faulty chassis unless such damage, loss, or personal injury occurred solely as a result of the negligence of an officer or employee of the Company.	
5400	<u>Container Services</u> (1700)	
5410	Plugging/Unplugging (1710) means the service of plugging or unplugging the power cable of mechanical refrigerated containers into/from the electrical service outlets at the Terminal and switching the electrical power on/off.	
5420	Container Monitoring (1720) for temperature checks is the service of checking proper temperature levels and operation of containers equipped with integral refrigeration units as requested when plugged into Terminal electrical facilities.	
5430	Electrical Power for refrigerated units (1730) is the use of service outlets and electricity and/or required in connection with empty containers. A charge shall be imposed for each calendar day or fraction thereof.	
5435	The Company will exercise reasonable care to provide adequate and continuous electrical power for refrigerated units but does not guarantee same. The Company will not be responsible for electrical power failure.	
5440	Container Cleaning (1740, 1750) means the cleaning by vacuum, or sweeping of dunnage or debris from containers and/or the internal washing or steam cleaning of the container to prepare and ready the container for use in the carriage of cargo.	
5450	Container Storage (1800) is the service of providing open or ground space in the container storage area for empty containers in idle status.	
5455	Empty Containers will only be accepted for storage at the Terminal subject to there being sufficient available space on the Terminal to accommodate same and providing such space is not otherwise required to accommodate laden containers or other cargoes which may be designated to transit the Terminal.	
5460	Containers accepted for storage will be assembled in a block stow configuration separated by owner, size and general type only. Normal retrieval of containers 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.	
5465	Storage charges for empty containers are payable from the time of receipt to the container storage area and shall be invoiced monthly calculated according to the number of containers in storage each day of the month covered by the invoice.	
5470	Notwithstanding the empty container free maximum storage limits shown in Item 1820, acceptance of empty containers by the Company is made with the full understanding by the ocean carrier that in the event the space is required to accommodate cargoes or containers intended to transit the Terminal, the ocean carrier will undertake to relocate the containers from the Terminal forthwith.	
5480	<u>Rail Overage / Intermodal Railcar Shortage Surcharge</u>	
	The Rail Overage Surcharge is assessable against all laden import rail volumes above car supply commitments to the Ocean Carrier as declared by their designated rail carrier to the Company and commences the following working day from when the Ocean Carrier has been properly notified that the rail overages are to be trucked off the terminals immediately.	
	The Intermodal Railcar Shortage Surcharge is assessable against all laden import rail volumes dwelling on terminal in excess of seven (7) calendar days caused by railways' network failure to provide sufficient railcar supply on schedule. Ocean Carrier will be properly notified when these situations occur and when charges apply.	
5490	<u>Container Security Charge</u> (1900)	
	The Container Security Charge is assessable against all laden TEUs which transit the terminal and are loaded to or discharged from any vessel (including barge), train or truck. The charge is instituted to defray extraordinary costs associated with the provision of heightened maritime security as required by national and international regulatory authorities.	

Item	TERMS AND CONDITIONS	Effective: April 1 st , 2013 Issued: March 1 st , 2013
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5492 **Expedited Rail Service (ERS) (1930)**

Fee assessed against requests for loading import containers to rail cars within twenty-four (24) hours following the vessel's completion time. Available to specific rail inland destinations and subject to rail car availability.

5494 **Fuel Surcharge (1940)**

Assessed per container when price of diesel fuel exceeds \$1.60 per litre. Surcharge to be reviewed based on average price from previous quarter and impact will be assessed through the next quarter. Fuel prices will be measured based on details found on the Canadian Government's website for the province of British Columbia:

http://www2.nrcan.gc.ca/eneene/sources/pripri/prov_map_e.cfm?ProvCode=BC

http://www2.nrcan.gc.ca/eneene/sources/pripri/prices_bycity_e.cfm?PriceYear=0&ProductID=5&LocationID=2&dummy=#PriceGraph

3. GENERAL CARGO OPERATIONS

5500 **Stuffing/Destuffing (2000)**

Stuffing/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 shipments main mark, checking the shipments unpacked for count and package condition, and furnishing a verified outturn report after completion of destuffing.

5510 Except when otherwise provided, when the goods to be stuffed or destuffed are unitized and no unitized rate is published in Item 2000 - Stuffing and Destuffing, charges in respect to unitized goods shall be reduced by thirty percent (30%).

5520 Stuffing and destuffing charges include ordinary sorting, stacking and breaking down of goods but exclude the installation or the removal of blocking and bracing materials and services and/or the removal or replacement of roof assemblies and covers of open top type containers. Removal and replacement of roof assemblies and covers and/or blocking and bracing services will be performed on a man hours and equipment (M/E) basis plus the cost of materials used.

5530 Destuffing charges are based on the goods being stowed in the container in an orderly manner to permit the goods to be destuffed by main 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 hours and equipment (M/E) basis.

5540 **Breakbulk Handling (2000)**

Breakbulk handling denotes the (single) movement of cargo from/to the end of ship's tackle to/from place of rest. It includes the ordinary stacking of goods to Main Mark.

5545 When no unitized rate is specified in Item 2000 - Breakbulk Handling for unitized cargo and the cargo is unitized the charge shall be reduced by thirty percent (30%).

Item TERMS AND CONDITIONS Effective: February 1, 1997
Issued: January 10, 1997

5560 **Loading/Unloading - "A" Rate** (2000)

Loading/unloading "A" Rate denotes, but is not limited to, the movement of cargo from/to an ordinary place of rest to/from gondola, closed railway freight car, or motor transport vehicle. It excludes labour and equipment required to place/remove covers, vehicle side assemblies, bracing and securing materials, and labour and materials for blocking and bracing.

5565 When a specific commodity rate is specified in Item 2000 and no unitized rate is given and the cargo is unitized, the charge shall be reduced by thirty percent (30%).

5570 **Loading/Unloading - "B" Rate** (2000)

Loading/unloading "B" Rate denotes, but is not limited to, the movement of cargo only at the request and under the direction and control of the owner of the inland vehicle or his representative, who will assume full responsibility for such a movement, from/to an ordinary place of rest to/from railway flatcars, the tailgate or bed of motor transport vehicles solely by forklift equipment. It excludes any labour required to place/remove covers, vehicle side assemblies, bracing and securing material and labour and materials for blocking and bracing. When labour other than a forklift operator is required to carry out the receiving/delivering, the "A" Rate loading/unloading charge shall apply.

5580 When because of the size or weight of the goods, the loading and unloading of the goods between inland carriers and the Terminal must be performed utilizing a mobile crane or other heavy lift type equipment, 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.

5600 **Direct Transfer** (3000)

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:

- a. Railway tank, gondola or flat cars or other flat or open topped vehicle spotted alongside vessel
- or,
- b. Water, raft, barge, lighter or other vessel.

5610 Cargo loaded or discharged in direct transfer will not be checked by the Company. The Company will not be responsible for care and custody or for overloading, improper loading, condition, or outturn of cargo loaded or discharged. Nor will the Company accept responsibility for:

- a. The amount, condition, marks, or type of goods discharged by the vessel, or for overloading, improper loading, condition, or outturn of cargo loaded or discharged
 - b. Delays to vessel's gangs, etc., due to positioning of railway cars and motor vehicles, or lack of such equipment.
- Checking services, if requested, will be subject to charges in accordance with manhour rates.

5620 The Company reserves the right to refuse direct transfer services of all or parts of a shipment where in the sole opinion of the Company normal breakbulk handling operations are sufficient.

5630 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/unloading charges shall be imposed in respect of such transfer in addition to breakbulk handling charges.

5640 A request for "Direct Transfer" shall be deemed as acceptance of the conditions named herein.

Item	TERMS AND CONDITIONS	Effective: July 1, 2016
		Issued: March 7, 2016
5700	<u>Cargo Services</u> (3400)	
5710	Blocking, bracing and securing services (3405) will be provided at manhour and equipment rates, as shown in Item 3300 of this tariff 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 inland carrier.	
5720	Boarding (3410) is a charge assessed for placing cargo on pallets other than those owned by the Company.	
5730	Covering (3420) means the service of covering or protecting cargo loaded to open railway cars, trucks or containers, or which is stored on the Terminal where the Company is required to furnish labour and materials.	
5740	Distribution (3415) is a service on inbound goods in respect of: a. sorting the cargo within the main mark or other than within the main mark, or, b. breaking down piles of goods to reach certain marks or specifically numbered packages.	
5750	Palletizing (3435) is the service of transferring goods onto pallets in accordance with the owner's requirements after time of receipt at ordinary place of rest.	
5760	Stencilling (3425) means supplying the stencil board, cutting the stencil and applying it to a package by use of stencil ink or paint.	
5770	Labelling (3425) means applying a paper label supplied by the owner to cargo.	
5780	Vehicle Servicing (3440) is the service of preparing a 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.	
5790	Weighing (3460) is the service of weighing containers, trucks, chassis, or trailers on the Terminal truck scales, and includes the issuance of one set of scale tickets with each weigh. Terminal services in this tariff do not include verifying container weights for the purpose of meeting the SOLAS Container Weight Verification Requirement. The responsibility for obtaining and documenting the verified gross weight of a packed container lies with the shipper.	
5800	Sub-order delivery (3430) means the delivery of part of the goods shown on one bill of lading to a person other than the original consignee.	
5900	<u>Wharfage</u> (2000) Wharfage means a charge assessed in accordance with the Vancouver Fraser Port Authority Fee Detail Document in respect of goods, including goods in containers, that are: a. loaded on or unloaded from a vessel, b. transhipped overside from vessel to water or from water to vessel, c. unloaded overside from vessel to water or from water to vessel, d. landed from or placed in the water, or e. loaded on or unloaded from a vehicle.	
5905	Wharfage as set out in Item 2270 for loaded containers is payable by the owner of the vessel unless otherwise pre-arranged and agreed to by the Authority. All other wharfage charges are payable by the owner of the goods. The Authority reserves the right to classify any cargo.	

Item	TERMS AND CONDITIONS	Effective: April 1, 2016 Issued: March 7, 2016
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- 5910 Wharfage shall not be charged more than once in respect of any goods including goods in containers reshipped from the Harbour except goods that are:
- a. removed from and later reshipped over Authority property; or
 - b. reshipped over Authority property after alteration in form or composition on Authority property.
- 5920 No wharfage shall be charged in respect of:
- a. 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 provided the Authority does not issue a receipt for stores and fuel;
 - b. repair materials, lining or ballast delivered to and for the sole use of a vessel loading or unloading goods or paying berthage in respect of Authority property; or
 - c. empty cargo containers unless carried and charged for by a vessel.
- 5930 Where goods are transhipped overside from vessel to vessel, unloaded overside from vessel to water or loaded from water to vessel, wharfage on these goods shall be charged at half the published rates.
- 5950 **BCMEA Cargo Assessments (2300)**
- BCMEA Cargo Assessments means charges for Society Operating, Longshore Retiring Allowance, Despatch, Training and selected other Collective Agreement Expenses as negotiated between the BCMEA and ILWU. Included in these charges are:
- a. Cargo Assessments – Per unit basis
 - b. Hourly and Payroll Assessments, - Per Longshore Collective Agreement hour
 - c. Container Gainshare Assessments – Longshore and Foreman (per TEU basis)
 - d. Vancouver Island Gang Interchange Assessments
 - e. Lower Mainland Interchange Assessments

4. GENERAL TERMS AND CONDITIONS

6000 **Conditions for Acceptance, Retention or Delivery of Cargo**

6010 **Cargo Received or Delivered**

Cargo is received for shipment when dock receipt or other document approved or issued by the Terminal has been accomplished. Cargo is delivered when delivery order or other document approved by the Terminal has been accomplished. Cargo received in or on the Terminal 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 the Company. Notwithstanding terms of sale and other considerations or agreements, cargo in transit in or on the Terminal 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 issued until loaded on board, released by accomplishment of delivery or released to and accepted by the Company for other custody.

6020 **Redelivery and Transhipment Cargo**

6025 Cargo received at the Terminal facility 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 the Terminal, intact in containers or which is stuffed into containers at the Terminal and which is subsequently diverted for transhipment by the vessel operator in lieu of a direct call of a vessel, 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.

Item	TERMS AND CONDITIONS	Effective: July 1, 2016
6030	Cargo which is transhipped through the Terminal via separate Terminal facilities, i.e. received at one Terminal for reloading to a vessel at an alternate Terminal facility, will be charged in accordance with the rates and charges as defined in this tariff for inbound and outbound goods respectively.	Issued: March 7, 2016
6035	Cargo which is received at the Terminal from vessels discharging the cargo at U.S. ports whether breakbulk or containerized is subject to the rates, charges, rules and regulations of this tariff.	
6050	<p><u>Right to Refuse Cargo, Containers or Chassis</u></p> <p>Right is reserved by the Company without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or unload or to permit vessel to discharge:</p> <ul style="list-style-type: none">a. Cargo, containers, or chassis for which previous arrangements for space, receiving, unloading, or removal from Terminal have not been made by shipper, consignee, or vessel.b. Cargo, containers, or chassis deemed extra offensive, perishable, hazardous, or unsafe.c. Cargo, the value of which may be determined as less than the probable terminal charges.d. Cargo, which is declared as valuable to the Company prior to the handling of such cargo unless prior to handling such valuable cargoes the Company is able to make arrangements which it in its sole discretion considers are satisfactory to the Company and Owner agrees to pay to the Company all premiums required to effect such insurance. Valuable cargoes shall include bullion, precious metal products, precious stones, precious jewellery, cash or securities, valuable works of art and thoroughbred horses.e. Cargo not packaged suitable for standing 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 for account of shipper, consignee, owner, vessel, or inland carrier.f. Cargo, containers, or chassis during a period of severe congestion or other emergency, when, in the judgement of the Company, the circumstances then prevailing will prevent the Company from providing usual care and custody.g. Containers without gross weight verification documentation in compliance with the SOLAS Container Weight Verification Requirement.	
6100	<u>Compulsory Removal of Goods</u>	
6110	The Company may, by written notice to the owner of any goods that are on the Terminal, require the removal of those goods at the owner's expense and risk after the expiration of free time or shut out at vessel clearance and the owner, upon receipt of such notice, shall remove the goods forthwith from the Terminal.	
6120	The Company may, at the risk and expense of the owner of the goods, remove, pile, repile, store or relocate any goods that are left on the Terminal after expiration of free time or shut out at vessel clearance.	
6130	The Company may, at the risk and expense of the owner, either remove or transfer to another location on the Terminal any cargo that, in the opinion of the Company, is hazardous, offensive, or which, by its very nature, is liable to damage other cargo.	
6140	<u>Right to Withhold Delivery</u>	
	The Company reserves the right to withhold delivery of cargo until all accrued terminal charges and/or advance charges against the cargo have been paid in full.	
6150	<u>Right to Sell for Unpaid Charges</u>	
	The Company reserves the right to sell cargo on which unpaid terminal charges or costs have accrued provided the owner has been given adequate notice to pay and to remove the cargo but has neglected or failed to comply except by handing over the cargo to an authority or other third party to whom, pursuant to law or regulations applicable, the cargo must be handed over.	

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6160 **Release of Cargo Boards or Pallets**

6165 When available, stevedore-type cargo boards or pallets belonging to the Company may be released to inland carriers at the Company's sole option to permit the delivery of boarded cargo or palletized cargo or the use of empties for the pick-up of export cargo for shipment.

6170 The release of boards and pallets is subject to signature of acceptance and agreement by the inland carrier to adhere to the following conditions and to become responsible and liable for the pallets until their return as follows:

- a. to return cargo boards or pallets to the Terminal in good order and condition within five (5) calendar days from date of receipt, or
- b. to pay a demurrage charge of 50 cents per pallet per day or part thereof for pallets remaining outstanding beyond the five (5) day calendar period mentioned in a. above, or
- c. to pay the Company \$30.00 per cargo board or pallet for any boards or pallets not returned within 30 days.

6200 **Information to be Supplied to the Company**

6210 Cargo Documents and Manifests - Masters, owners, agents or operators of vessels are required to furnish the Company with a complete copy of vessels' manifests in an agreeable standard showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Terminal facilities.

6215 With respect to inbound laden containers, a summary instruction list to identify the disposition of each container is to be supplied. 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 the Terminal intact between the vessel and an inland carrier.

6220 The above information must be received by the Company within: in the case of cargo loaded to a vessel, seven (7) days after the vessel's departure from the Terminal facility, and in the case of cargo discharged at the Terminal a minimum of three (3) working days prior to the vessel's arrival.

6225 Where documentation in respect of the inbound cargo of a vessel is not provided by the vessel to the Company within the time specified in Item 6220, as a result of which the Company incurs additional expenses for the preparation of the required cargo documentation to discharge the vessel, such costs shall be paid by the agent of the vessel.

6230 The Company is not required to perform any service in respect of cargo/containers to be discharged from a vessel until three (3) full working days after it receives complete documentation in respect of the cargo/containers of the vessel.

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6240	The cost of supplying clerks, labour, materials, and equipment for the checking and sorting of goods which have not been delivered by the owner of a vessel separated according to bill of lading quantity at the time they were unloaded from the vessel and/or destuffed from the container will be charged to the owner of the vessel.	
6250	All packed containers must be accompanied by documentation verifying the gross weight of the packed container in compliance with the SOLAS Container Weight Verification Requirement.	
6300	<u>Explosives and Hazardous Cargo</u>	
6310	The acceptance, handling, or storage of all hazardous cargoes from Vessel, Truck, or Rail is subject to obtaining prior approval from the Authority and to making special arrangements with the Company, and will be governed by the Canada Shipping Act and Regulations, the Transportation of Dangerous Goods Act and Regulations, and other applicable Federal Regulations.	
6320	Hazardous cargoes must be presented in to the Terminal in accordance with all applicable Legislation. All shipments must display appropriate approved placards. A Dangerous Goods Statement, a Safe Packing Statement, and an Emergency Response Form (where applicable) must be provided to the Company in advance of presentation of the hazardous cargoes to the Terminal by the Marine, Rail, or Highway carrier.	
6330	Hazardous surcharge assessed for the additional handling of dangerous cargo - services include but not limited to placard inspection and necessary application or removals, additional rehandles, administrative processes, special stowage requirements, and the overall risk premium and liability associated with bringing hazardous material through GCT Canada facilities	

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6350	<u>Goods Requiring Refrigeration</u>	
6360	With the exception of power connections for reefer containers, the Terminal offers no facilities for special handling of goods requiring refrigeration. The Company will accept no responsibility for additional handling, overtime costs or deterioration of goods requiring refrigeration, after discharge or before loading of goods to vessel.	
6370	Where refrigerated goods are to be loaded on or unloaded from a vessel, the vessel shall: a. arrange for the consignee of the goods to take immediate delivery of the goods when they are unloaded, or, b. arrange for delivery of the goods for outward movement at a proper time in order to permit the proper handling and loading of said goods onto the vessel without delay, whichever is appropriate.	
6380	The Company is not responsible for the costs of special handling of goods that require refrigeration or for additional services, overtime costs or deterioration in respect of those goods.	
6400	<u>Free Time and Demurrage</u> (3100)	
6410	Demurrage is a per tonne or container TEU daily charge payable on goods in transit which remain on the Terminal longer than the free time allowed.	
6420	The free time allowed for inbound and outbound cargo is: a. in the case of inbound general and refrigerated cargo three (3) working days following container's discharge time (when made available for pick up) b. in the case of outbound general and refrigerated cargo, free days are guided by the container's mode of delivery and vessel's Earliest Receiving Date ("ERD") - as posted on GCT Canada's website by vessel and separated for general and refrigerated cargo. Outbound general cargo via truck four (4) working days, via rail five (5) calendar days.	
6430	A working day is defined as any calendar day where work is performed at the terminals on a regular full shift basis for the receipt/delivery of cargo from/to inland carrier. Non-working holidays are not included in the calculation of free time.	
6500	<u>Owner's Risk</u>	
6510	Cargo which, because of its inherent nature is subject to deterioration, shrinkage, oxidization, 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.	
6520	Timber and log or lumber rafts, and all water craft, if and when permitted by Company to be moored in slips, at moorage dolphins, at wharves, or alongside vessels, are at owner's risk for loss or damage.	
6600	<u>Responsibility for Loss, Damage and Delay</u>	
6620	The Company shall not be liable for any loss or damage to merchandise, or for any other injury which results from animals, insects, rodents or vermin; nor from decay, deterioration, evaporation, shrinkage or loss of quantity, quality, or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labour stoppage whether or not agents or the employees of the Company be involved; nor for delay caused by shortage of qualified labour, except to the extent that any of the aforesaid injury results solely from negligent acts or omissions of the Company, its employees, or agents.	

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6630 In performing the services of receiving and delivery, the Company will accept no responsibility for concealed damage nor for the condition of contents of containers, whether or not receipts issued so state.

6640 **Demurrage - Railcars or Vessels**

In furnishing the service of ordering, billing out, loading or unloading rail cars, and of handling to and from vessels, no responsibility for any demurrage whatsoever, on either rail cars or vessels, will be assumed by the Company.

6650 **Delays - Waiver of Charges**

Delays in loading, unloading, receiving, delivering or handling cargo arising from combinations, riots, strikes or slowdowns of any person in the employ of the Company or in the employ of others, or arising from equipment failures or breakdowns, whether due to operator fault or otherwise, or any other cause, will not entitle owners, shippers, consignees, carriers or other cargo or vessel interests to waiver of any terminal charge or to recovery of any other loss or expense incurred by reason of such delay.

5. LABOUR AND EQUIPMENT

7000 **Manhour Rates and Equipment Rental** (3300, 3200, 1570)

Unless otherwise provided, man hour rates, plus charges for equipment rental will be charged for:

- a. Services not specifically described in this Tariff.
- b. Services of loading, unloading or transferring goods for which no specific commodity rates are provided and which in the opinion of the Company 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 the tariff.
- c. 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 the Company, because of unusual conditions or requirements not normally incidental to such services, preclude the performance of such services at the rates named.
- d. Services of sorting, special checking, inspection, recoopering, reconditioning, or for any operation delayed on account thereof.
- e. Services in connection with consolidating damaged cargo for inspection and recoopering.
- f. Services of cleaning or preparing rail cars, trucks or containers for loading.
- g. Services of cleaning the Terminal of dunnage, stevedore gear, and other equipment or material when the stevedore fails to clear the Terminal of such gear promptly upon completion of loading or discharging vessels and it is necessary for the Company to perform this operation.

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7010 **Minimum Number of Hours** - Deadtme/No Work Provided

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 that rate schedule of this tariff.

7020 **Overtime and Premium Time** (3300, 3320)

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 or the payment of premium wage periods in accordance with the man hours rates set forth in the rate schedule of this Tariff.

7030 **Standby** (1550)

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 the Company, the standby time of the dock labour will be charged at the man hours rate set forth in that schedule of this tariff against the party for whom the labour force was ordered.

7040 **Rates Subject to Change**

The rates 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 the Company, 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.

7050 **Materials Supplied**

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) percent.

7060 **Ship's Stores**

The labour agreement between the B.C.M.E.A. and the I.L.W.U. under Article 20 provides that the loading and discharging of Ship's Stores when exceeding two (2) hours duration shall be carried out by longshoremen.

In compliance with the foregoing requirement, vessels loading/discharging Ship's Stores for periods of two (2) or more hours while berthed at the Terminal are required as a condition of use to engage at the vessel's expense the services of longshoremen to perform this work.

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6. CHARGES GENERALLY

7200 **Charges Generally**

The charges prescribed in this tariff are:

- a. based on performing the work during straight time hours,
- b. in addition to charges prescribed by any other tariff, notice or bylaw, or that may be owing to the Company or Vancouver Port Authority,
- c. payable to the Company at the address shown on the invoice,
- d. exclusive of Goods and Services Tax.

7205 **Goods and Services Tax**

All charges in this Tariff are exclusive of Goods and Services Tax (GST). Customers shall, in addition, pay to the Company all Goods and Services taxes for goods and services supplied by the Company as and when required by law.

7210 **Terms**

All charges are due as they accrue or on completion of such service or use. The Company reserves the right to require payment of charges in advance, as follows:

- a. by the vessel, its owners or agents before vessel commences its loading or discharging operations,
- b. by the owner, shipper, or consignee before cargo leaves the custody of the Company,
- c. right is reserved by the Company to require prepayment of all charges on perishable cargo or of doubtful value and on household goods.

7220 **Payment of Charges**

7225 Where any charges prescribed by this tariff are owing in respect of any goods, those goods shall not be removed from the Terminal until the charges have been paid or arrangements for payment have been made with the Company.

7230 When credit approval is granted by the Company, the charges prescribed by this tariff are payable within seven (7) days from the date due and, where any charge is not paid within that time, an additional charge of one and one-half percent of any such charge shall be imposed for each thirty (30) day period or portion thereof during which it remains unpaid, which additional charge is equal to eighteen (18) percent per annum.

7235 No invoice shall be issued where the amount of the charges incurred is less than two (2) dollars.

7240 **Minimum Billing Charge**

All invoices issued by the Company for any service, or combination of services, as provided in this tariff, shall be subject to a minimum billing charge of \$20.00 per invoice.

7250 **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.

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		Issued: March 7, 2016
7260	<u>Charter Party Agreement, Sales Contract, Etc.</u>	
	<p>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, or 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.</p>	
7270	<u>Absorptions by Ocean Carriers</u>	
	<p>On import and export traffic moving in connection with ocean carriers via the Terminal, provisions for complete or partial absorption of terminal charges are contained in ocean tariffs. Shippers/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.</p>	
7300	<u>Calculation of Charges</u>	
7310	<p>Where a cargo charge imposed by the Company in respect of any goods is calculated on the basis of tonnes it shall be calculated on the weight or measurement of the goods whichever is greater.</p>	
7350	<u>Weights and Measurements</u>	
7355	<p>Weights and measurements shown on 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. The shipping documents must include confirmation that gross packed weight for each packed container is in compliance with the SOLAS Container Weight Verification Requirement.</p>	
7356	<p>The Company will not load a packed container on a vessel without a verified gross weight. If the Company determines a packed container is missing a verified gross weight pursuant to the SOLAS Container Weight Verification Requirement before it receives the container at the Terminal, the Company reserves the right to refuse the container. If it is determined that a packed container is missing a verified gross weight after delivery to the Terminal, the Company reserves all rights under this tariff including, but not limited to, the right to charge for all additional services, the right to remove the container from the Terminal at the owner or shipper or consignee's expense and risk, and the right to sell the cargo to pay for unpaid charges and removal. Any additional costs incurred by the Company due the failure of a shipper to have the gross weight of a packed container verified prior to delivery to the Terminal will be the responsibility of the shipper, its agent, owner, or consignee if those costs are not absorbed by the ocean carrier.</p>	
7360	<p>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.</p>	
7. LIABILITY		
7500	<u>Liability</u>	
7510	<u>Exclusion of Liability – Damage</u>	
	<p>It is a condition of the performance by the Company of the services referred to in this tariff that the Company, its officers or employees are not liable for any loss or destruction of or damage to cargo, goods, containers, chassis, vessels or any other property whatsoever unless:</p>	
	<p>a. the loss, destruction or damage occurred solely as a result of the negligence of an officer or employee of the Company while acting within the scope of his duties or employment;</p>	
	<p>b. i. within thirty (30) days after the goods were removed or should have been removed from the Terminal, notice of the loss, destruction or damage and the general nature thereof is given in writing to the Company, and</p>	
	<p>ii. within six (6) months after the goods were removed or should have been removed from the Terminal, a claim setting out in detail the nature and value of the goods is given in writing to the Company; and</p>	
	<p>c. legal proceedings to enforce a claim for such loss, destruction or damage are commenced against the Company within one (1) year of the time the goods were removed or should have been removed from the Terminal.</p>	
7515	<u>Exclusion of Liability - Delay</u>	
	<p>It is a condition of the performance by the Company of the services referred to in this tariff that the Company, its officers and employees shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by delay in loading, unloading, receiving, delivering or handling of any goods, cargo or containers arising from any cause whatsoever, including but not limited to negligence or wilful misconduct of the Company.</p>	

Item	TERMS AND CONDITIONS	Effective: May 3, 2010
7516	<u>Exclusion of Liability – Indirect or Consequential Damage or Loss</u>	Issued April 1, 2010
	<p>Notwithstanding any other provisions of this tariff, the Company shall not 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 caused by or arising from negligence or wilful misconduct of the Company.</p>	
7517	<u>Exclusion of Liability – Costs of Surveys, Inspections, and/or Certification Services</u>	
	<p>It is a condition of the performance by the Company of the services referred to in this tariff that the Company, its officers or employees are not liable for any costs or expenses directly or indirectly related to the performance of services of surveys, inspections and or certification in relation to any loss or destruction of or damage to cargo, goods, containers, chassis, vessels or any other property whatsoever. If proof and or details of such services are requested by the Company, its officers or employees for the purpose of claims mitigation, the cost of these services shall be borne by the customer as part of their burden of proof.</p>	
7520	<u>Limitations of Liability</u>	
	<p>It is a condition of the performance by the Company of the services referred to in this tariff that the Company, its officers or employees are not liable for any loss or destruction of or damage to goods in any amount exceeding:</p>	
	<ul style="list-style-type: none">a. the landed cost of the goods, including invoiced cost as paid to the supplier, plus freight, insurance and any duty paid and not refundable, orb. five hundred (\$500.00) dollars per package or per customary freight unit,	
	<p>whichever is the lesser, unless the nature and value of the goods is declared in writing to the Company at or before the time the goods are received on the Terminal. For the purposes of clause b. hereof, where goods are received or shipped by the Company within a container, trailer or boxcar, the container, trailer or boxcar and not the number of articles therein shall for the purposes of clause b. be deemed to be a package or customary freight unit.</p>	
7525	<p>It is a condition of the performance by the Company of the services referred to in this tariff that the Company, its officers or employees are not liable for any destruction or damage to containers, chassis or vessels in any amount exceeding:</p>	
	<ul style="list-style-type: none">a. the reasonable cost of repair of the container or chassis to its condition immediately before the event causing damage or loss, orb. the value after depreciation of the container, cargo, chassis, or vessel immediately before the accident less salvage value,	
	<p>whichever is the lesser. The Company shall also have the option to restore a container or chassis to its condition immediately before the event causing damage or loss, in which event it shall have no further liability for any loss or destruction or damage to such container or chassis.</p>	
7526	<u>Burden of Proof</u>	
	<p>It is a condition of the use of the Terminal and 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 goods 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 goods until the contrary is specifically proved by evidence. This clause will not apply where prohibited by statute.</p>	
7527	<u>Duty to Mitigate Losses</u>	
	<p>It is a condition of the performance by the Company of the services referred to in this tariff that all related parties with an interest in the cargo, goods, containers, chassis, vessel or any other property, where required, have a duty to immediately mitigate any losses by taking any and all obvious steps of a prudent organization or individual to minimize and further prevent any additional loss and / or damage.</p>	
7530	<u>Vessels and Floating Assets at Owner's Risk</u>	
	<p>It is a condition of the use of the Terminal and the performance by the Company of the services referred to in this tariff, that, every vessel, float, derrick, pile driver, or section of logs or part thereof that is moored at the Terminal is at the owner's risk while so moored.</p>	

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7540 **Limitation of Liability – Mixed Cargo**

It is a condition of the performance by the Company of the services referred to in this tariff that the Company, its officers or employees will not acknowledge the receipt of or have any responsibility or liability whatsoever for any goods that are unloaded from a vessel in such a manner that they are likely to be mixed with goods covered by more than one bill of lading, unless an employee of the Company is given sufficient time and opportunity to sort, count and inspect the goods. The record of sort, count, or damage compiled by the Company or its employee shall in the event of any claims being made against the Company for loss, damage or expense be deemed to be an accurate record of sort, count or damage of the goods upon receipt from the vessel.

7550 **Exclusions, Exemptions and Limitations in Bill of Lading and Passenger Tickets Applicable**

It is a condition of the use of the Terminal and the performance by the Company of the services referred to in this tariff that the Company, its officers or employees are not liable for any loss or destruction of or damage to property or the death of or injury to persons including but not limited to vessel passengers and crew, unless such loss, destruction or damage or such death or injury occurs solely as a result of the negligence of the Company or its employees; provided that neither the Company nor its employees, servants or agents shall be liable for any loss or damage to non-Company trucks caused by Terminal equipment whether by collision or otherwise, nor for any consequential loss or damage arising there from, whether or not arising from the negligence of the Company, as more particularly set out in the Terminal Rules for Truck Drivers which are incorporated herein. Such trucks are at owner's risk of loss or damage.

7560 It is a condition of the use of the Terminal and the performance by the Company of the services referred to in this tariff that the Company, its officers and employees shall in any event be entitled also to the same exceptions, exemptions, restrictions and limitations of liability provisions of all contracts of affreightment as are set out in the carrier's favour in any bill of lading or similar document relating to the goods in question and, in the case of vessel passengers, any passenger tickets or contracts between the carrier and such passenger.

7570 It is a condition of the use of the Terminal and the performance by the Company of the services referred to in this tariff that the Company, its officers and employees that the ocean carrier 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 carrier's standard bills of lading and/or passenger tickets, issued by the ocean carrier or the carrier. Whenever the customary rights, immunities and/or liability limitations are waived or omitted by the ocean carrier, as in the case of ad valorem cargo, the ocean carrier agrees to hold the Company harmless from and indemnify it against any resultant increase in liability.

7580 It is a condition of the use of the Terminal and the performance by the Company of the services referred to in this tariff that the Company, its officers and employees that in the event the ocean carrier is not the carrier of the cargo to be handled by the Company, the ocean carrier expressly agrees that all rights, immunities and liability limitations contained in the involved carrier's applicable bill of lading shall inure to the benefit of the Company. The ocean carrier 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.

7590 **No Right of Deduction or Set-Off**

It is a condition of the use of the Terminal and the performance by the Company of the services referred to in this tariff notwithstanding any liability or alleged liability of the Company or the Vancouver Fraser Port Authority under this tariff or otherwise, owners, shippers, consignees, carriers, cargo or vessel interests, and any other persons 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 under this tariff or under the Fee Detail Document, all of which shall be paid in full as and when due.

7600 **Exclusions, Exemptions and Limitations are Cumulative**

It is a condition of the use of the Terminal and the performance by the Company of the services referred to in this tariff that the Company, its officers and employees that the exclusions, exemptions and limitations of liability set forth in or referred to in Items 7500 through 7590 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 upon which the Company may rely at law or in equity.