FMC - 1 Title Page

Dock Department Tariff

Issued by

New Orleans Terminal LLC Port of New Orleans

November 15, 2024

TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION AND DEFINITIONS	<u>Page Number</u>
100 TERMINAL OPERATOR	05
102 FACILITIES COVERED UNDER THIS TARIFF	05
104 HOLIDAYS	05
106 PHONE NUMBERS	06
108 DEFINITIONS	06
110 CORRECTION ABBREVIATIONS	08
SECTION II – GENERAL RULES AND REGULATIONS	
200 CONSENT TO THE TARIFF	09
202 INTERPRETATION OF TARIFF	09
204 PROHIBITED ACTIVITIES	09
206 FIRE SIGNAL	10
208 CLEANING OF WHARF	10
210 MINIMUM INSURANCE REQUIREMENTS	11
212 REFER TO SECTION VIII	11
214 DAMAGE TO NEW ORLEANS TERMINAL PROPERTY	11
216 NEW ORLEANS TERMINAL HELD HARMLESS	12
218 RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO	12
220 SUBSTANCE ABUSE POLICY	12
222 RESPONSIBILITY FOR RAILROAD CLEARANCE	12
224 MOVING VESSELS TO PROTECT OR TO FACILITATE NAVIGATION OR COMMERCE	13
226 TOWING AND SHIFTING OF VESSELS	13
228 WAIVER OF SUBROGATION UNDER FIRE POLICIES	14
230 AUDIT OF MANIFESTS AND OTHER DOCUMENTS	14
232 MEASUREMENT OF VESSEL	14
234 COMPUTATION OF TIME	14
236 REGULATION OF MOTOR VEHICLE TRAFFIC	15
238 HANDLING CLASS ONE "1" EXPLOSIVES15	15
240 HAZARDOUS MATERIALS REQUIREMENTS	15
SECTION III – USE OF NEW ORLEANS TERMINAL FACILITIES	13
300 APPLICATION FOR BERTH	17
302 DEMURRAGE ON VESSELS	17
304 VACATING OF BERTHS	17
308 STEVEDORE USE FEE	17
310 LICENSED INDEPENDENT LIFT TRUCK OPERATORS	18
312 PROJECT CARGO SPACE UTILIZATION AGREEMENTS	18
313 RIGHT OF ACCESS BY DELIVERY OR SERVICE TRUCKS/VEHICLES	
PROVIDING DELIVERIES AND/OR SERVICES TO VESSELS AT WHARF	
FACILITIES UNDER THE CONTROL OF NEW ORLEANS TERMINAL AND/OR BEINGUSED	
BY NEW ORLEANS TERMINAL BY MEANS OF LEASE AND/OR FIRST CALL ASSIGNMENT	18
SECTION IV - VESSEL CHARGES / CARGO CHARGES	
400 FREE TIME FOR ASSEMBLING OUTWARD CARGO	19
404 EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO	20
406 WHARFAGE CHARGES	20
408 GENERAL AND SPECIAL WHARFAGE RATES	20.1
409 SPECIAL WHARFAGE RATE COMMODITIES	20.2
412 COLLECTION AND PAYMENT OF WHARFAGE	21
414 FREE TIME FOR INBOUND CARGO	21

Issued: Sept. 09, 2011 Effective: Nov. 15, 2024

ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115

TABLE OF CONTENTS

SECTION IV - VESSEL CHARGES/CARGO (CONT.)	Page Number
416 INBOUND DEMURRAGE CHARGES	22
422 DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN,	20
COASTWISE OR INTERCOASTAL TRADE	22
424 SHEDDAGE AND/OR MARGINAL TRACK USAGE CHARGE FOR INLAND WATERCRAFT	23
426 PAYMENT OF DOCKAGE, SHEDDAGE AND/OR MARGINAL TRACK USAGE RATE	23
428 ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT	23
432 DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS	
ON BOARD AFTER 24 HOURS	23
450 MARITIME SECURITY	23.1
452 CARGO SECURITY FEE	23.1
454 COLLECTION OF SECURITY FEES	23.1
SECTION V - SERVICE AND EQUIPMENT CHARGES	
500 POTABLE WATER – SPECIAL HARBOR SERVICES, EQUIPMENT – CONTAINER	
CRANES, OTHERS - SEE BOARD OF COMMISSIONERS OF THE PORT OF NEW	
ORLEANS DOCK DEPARTMENT TARIFF SECTION V	24
SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS, CHARGES)	
600 DEFINITION LOADING/UNLOADING	25
602 EXCEPTIONS	25
604 DESIGNATION OF LICENSED INDEPENDENT LIFT OPERATOR (LILO)	26
606 RESPONSIBILITY	26
608 DOCUMENTATION FEE	26
610 APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED	
AND NON-PALLETIZED SHIPMENTS	27
613 PRODUCTION OF ACCURATE SUPPORTING DOCUMENTATION	27
614 SCHEDULING OF TRUCK APPOINTMENTS (Breakbulk Cargoes)	27
615 SCHEDULING OF TRUCK APPOINTMENTS (Containers at Napoleon Ave. Container Facility)	27
616 SCHEDULING OF PLACEMENT OF RAILCARS	27
618 NORMAL WORKING HOURS	28
620 CHARGES APPLICABLE BEYOND NORMAL WORKING HOURS	28
622 COMPLIANCE WITH LAWS, REGULATIONS, ETC	28
624 RESPONSIBILITY RAILCAR DEMURRAGE AT BERTH	28
625 SELF-PROPELLED VEHICLES RECEIVING & DELIVERY CHARGES	29
626 PALLETIZED/UNITIZED/SKIDDED CARGO	29
628 NON-PALLETIZED, NON-UNITIZED CARGO	31
630 DAMAGED CARGO	32
632 HEAVY LIFTS	32
634 HANDLING DAMAGE FREE EQUIPMENT	32
636 CHARGES FOR SPECIAL CONSTRUCTION, BRACING, STACKING, ETC	32
638 SPECIAL HANDLING EQUIPMENT CHARGES	32
640 SPECIAL SERVICES	33
642 CHARGES FOR SEGREGATION OF CARGO	33
644 CHARGES FOR ACCUMULATION OF CARGO	33
700 TERMINAL CHARGE – CONTAINERS	34
702 DOCUMENTATION	34
704 RESPONSIBILITY FOR DELAYS	34
706 CONTAINERS LOADED IN EXCESS OF RATED CAPACITY	34
708 LOSS OR DAMAGE	35
710 LIMITATION OF LIABILITY FOR LOSS OR DAMAGE	35

Issued: Sept. 10, 2011 Effective: Nov. 15, 2024

TABLE OF CONTENTS

SECTION VII - TERMINAL AND EQUIPMENT CHARGES	Page Number
712 RECEIVING OF CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE	
NORMAL MOVEMENT	35
714 RECEIVING OF CONTAINERS HAVING DIMENSIONAL LENGTHS OTHER THAN 20'/40'	35
715 INSPECTION OF OFF-HIRE/SALE BOXES ON TERMINAL PREMISES	35
716 SEALING OF CONTAINERS	35
717 EXPLOSIVES OR RADIOACTIVE CONTAINERS (IMPORT OR EXPORT)	35
718 LOADING/UNLOADING CONTAINERS/CHASSIS RAILROAD CARS	36
720 CHARGE FOR "HANDLING CONTAINERS" EMPTY OR LOADED IN MARSHALLING YARD	
722 CHANGE OF VESSEL, VOYAGE OR PORT	
721 RETURN TO SHIPPER	
723 CHARGE FOR INTERCHANGE OF EACH CONTAINER/CHASSIS IN OR OUT OF GATEHOUSE	36
724 TERMINAL MODERNIZATION/TERMINAL MODERNIZATION FEE	
725 UNUSABLE EQUIPMENT/STORAGE	
726 STORAGE FOR EMPTY CONTAINERS	
727 FREE TIME AND APPLICABLE DEMURRAGE CHARGES ON LOADED CONTAINERS	37
728 FREE TIME AND STORAGE ON CHASSIS	
729 FREE TIME AND DEMURRAGE ON LOADED CONTAINERS	
730 AFFIXING AND/OR REMOVAL OF PLACARDS TO/FROM CONTAINERS	39
731 INSPECTIONS AUTHORIZED FOR COMPLIANCE WITH US GOVERNMENT	
REGULATIONS AND/OR OTHER REGULATORY AGENCIES	39
732 ELECTRICAL SERVICE AND TEMPERATURE MONITORING OF REFRIGERATED	
CONTAINERS AT THE TERMINAL / TEMPERATURE DOWNLOADS	40
736 CONTAINERS/CHASSIS INTERCHANGED BETWEEN CARRIERS/OTHER	
PARTIES INSIDE TERMINAL	41
737 CHARGE OF RENTAL EQUIPMENT	41
738 TERMINAL CHARGE TO APPLY TO BREAK BULK CARGO RECEIVED AT NEW ORLEANS TERMINAL	
TERMINALS WHEN STEVEDORING IS PERFORMED BY OUTSIDE STEVEDORE	42
740 CARGO TURNOVER FEE FOR BREAK BULK CARGO PREVIOUSLY RECEIVED	
ON TERMINAL AND LATER DRAYED AWAY FROM TERMINAL	42
742 FACILITY ACCESS CHARGE	
743 REHANDLING CONTAINER & TERMINAL DRAYAGE CHARGES	
745 CHARGES & REGULATIONS FOR USE OF THE BOARD OWNED CONTAINER CRANES	
746 STACKING/UNSTACKING CHASSIS/FLATBED TRAILER AND/OR FLATRACK	-
EQUIPMENT	43
747 CHARGES FOR ABANDONED EQUIPMENT	
748 RECEIPT OF STOW PLANNING DOCUMENT	
749 SOLAS/International Maritime Organization's Verified Gross Mass (VGM)	
750 CONTAINER/CHASSIS PHOTO REQUEST	
751 CHARGES FOR HAZARD/ENVIRONMENTAL CAPTURE BIN / CART	44
751 SPECIFIC STOWAGE YARD HANDLES	44
SECTION VIII - CREDIT/PAYMENT PROCEDURES	
800 EXTENSION OF CREDIT	45
802 PAYMENT OF CHARGES	45
804 CHANGES IN CREDIT STATUS	45
806 DELINQUENT LIST AND CHARGES	
807 STEVEDORING/TERMINAL SERVICES WHEN PERFORMED FOR PRINCIPALS WHO DO NOT	_
HAVE A FIXED CONTRACT AGREEMENT IN EFFECT WITH NEW ORLEANS TERMINAL	46
808 VALIDITY OF CHARGES	
815 HANDLING AND STORAGE OF STEEL ITEMS	
816 EXONERATION FROM LIABILITY	
817 LIMITATIONS OF LIABILITY	

Issued: Sept. 10, 2011 Effective: Nov. 15, 2024

SECTION I – GENERAL INFORMATION AND DEFINITIONS	
APPLICATION	ITEM
TERMINAL OPERATOR	100
New Orleans Terminal LLC is the designated Terminal Operator of the facilities, as provided for in this tariff.	
FACILITIES COVERED UNDER THIS TARIFF	102
Napoleon Avenue Terminal Napoleon Av. Container Yard Napoleon Av. Stage "C" Yard Napoleon Av. Wharf "C" Napoleon Av. "C" open area Milan Street Wharf Stuydock Marshaling Yard Napoleon Avenue Intermodal Terminal	104
HOLIDAYS	101
Legal holidays, as used in this tariff, shall consist of the following days:	
New Year's Day (January 1) Clarence Henry's Birthday (January 7) Martin Luther King's Birthday (Third Monday in January) Monday before Mardi Gras Day Mardi Gras Washington's Birthday (Third Monday in February) Good Friday Memorial Day (Last Monday in May) Independence Day (July 4) Labor Day (First Monday in September) Columbus Day Veteran's Day (November 11) Thanksgiving Day (Fourth Thursday in November) Friday following Thanksgiving Day Christmas Eve (December 24) Christmas (December 25) New Year's Eve (December 31)	
Issued: Sept. 10, 2011 Effective: Nov. 15, 202	4
ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

SECTION I – GENERAL INFORMATION AND DEFINITIONS			
APPLICATION			ITEM
PHONE NUMBERS			106
Napoleon Avenue Main Telephone	(504) 648-6201 (504) 324-3757 (504) 648-6217		
DEFINITIONS			
Adjusted Demurrage – "Adjusted Demurrage" sha permission to place cargo on the wharves prior to her outward cargo.			108
Agent – "Agent" or "Vessel Agent" shall mean the	party who submits the "Applica	ation for Berth".	
Application/Removal of Placards - For applying	or removing container placards	orlabels.	
Arrival at Berth – "Arrival at Berth" shall be the ti with two lines made fast.	ime when the vessel arrives alo	ngside of the wharf	
Board – "Board" shall constitute for the purposes of New Orleans.	of this tariff the Board of Comn	nissioners of the Port	
<u>Chassis Stacking/Unstacking</u> - the stacking/bund than a single unit.	ling or unstacking/unbundling	of chassis in more	
<u>Demurrage</u> – "Demurrage" is a charge assessed a terminal facilities after expiration of free time.	gainst cargo and/or containers	remaining in or on	
<u>Demurrage Commencement</u> – Demurrage will co expiration of free time.	mmence on the next calendar d	ay after the	
<u>Departure from Berth</u> – "Departure from Berth" s	shall be the time the last line is	letgo.	
Free Time - "Free Time" applies to the specified pand/or chassis may occupy assigned space on the prior to the loading or subsequent to the discharg	terminal free of demurrage cha	arges immediately	
Issued: Sept. 10, 2011		Effective: Nov. 15, 202	4
	NEW ORLEANS TERMINAL LLO UE • NEW ORLEANS, LOUISIAN		

SECTION I – GENERAL INFORMATION AND DEFINITIONS			
APPLICATION			ITEM
Gate House - Container yard chechassis.	eck-in/check-out station for delivery/receipt of co	ontainersand	108 (cont.)
	o" means all cargo received at the terminal in a veste port or origin, for loading to a domestic motor, red.		
Inland Watercraft - "Inland Wa	tercraft" shall include all vessels, private and publi inland waterways.	c, operated	
terminal's consolidation shed ar	ailcar loading consist of removing non-containering placing it in a railcar. Railcar unloading consist it in the terminal's consolidation shed by the Term	s of removingsuch	
Opening for Inspection – The gro	ounding and breaking of seals for inspection, subs	equent resealing of	
	argo" means all non-containerized cargo received a k-bulk cargo for shipment by a vessel to a foreign, lation.		
<u>Principal</u> – Individual responsib	le for paying of any and/or all Dock Department T	ariff charges.	
	Properties" and/or "Facilities" are owned by the Book Orleans as leased by NEW ORLEANS TERMINA		
	ssis – "Receiving and/or delivering chassis" refers arrier on Terminal Operator's EIR form / ticket su		
Reefer Plug-In - Refrigerated/h	eated ISO container requiring electrical service an	d monitoring.	
Rehandling – Movement of container/chassis from original point of rest in container yard when not for the convenience of Terminal operator, such as inspection by any government agency, owner, steamship agent, or for off hire, survey, etc. when requested to do so.			
Running the Gate – Entering or procedures.	leaving container yard without following check-in	/check-out	
Sheddage – "Sheddage" shall be	a charge against vessels for the use of covered wh	arves.	
<u>Shut-out Cargo</u> – "Shut-out Carg prior to the departure of the ves	o" shall be cargo received for a particular outgoing sel.	g vessel at her berth	
Issued: Sept. 10, 2011		Effective: Nov. 15, 2	024
50 1	ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115		

APPLICATION		
		ITEM
<u>TEU</u> – As used in this tariff "Twenty-foot Equivalen one 40-foot container equals two TEU.	at Unit". One 20-foot container equals one TEU or	108 (cont.)
<u>TOFC/COFC</u> – Container/chassis on railroad flatca Trailer On Flatcar means wheeled units on a rail fla COFC: Container On Flatcar mean container units l	atcar, including containers mounted on chassis.	
Ton – "Ton" shall be a net ton of 2,000 pounds, unl	ess otherwise indicated.	
<u>Vessel</u> – "Vessel" or "Vessels" shall mean any vesse towboat, lighter, raft or other watercraft that floats tariff shall include, without exception, her owner, or	s. All references to "VESSEL" or "VESSELS" in this	
<u>Vessel Operations</u> – Whenever used in this tariff, ved discharging of cargo from or to a vessel.	essel operations shall mean the loading and/or	
Vessels Engaged in Foreign, Coastwise or Intercoast coastwise or intercoastal trade" shall include all oc maritime service, task, venture, voyage, or mission public nature, other than inland watercraft as defin	cean vessels, private and public, employed inany , commercial or non-commercial, of a privateor	
	arf, dock, berth, landing, pier, mooring facility, barge arehouses, sheds or buildings thereupon, which are ribed in Item 100 Section I of this tariff.	
Wharfage – means a charge against cargo, based or vessels, as manifested, and passing or conveyed ov from barge, lighter, or water), when berths at what solely the charge for use of wharf and does not incl	er, onto, or under wharves or between vessel (to or rf or when moored adjacent to wharf. Wharfage is	
CORRECTION ABBREVIATIONS		110
(W) Wording Added Inc (A) Provision Added (R)	Neither Increase nor Decrease crease in Charges Reduction in Charges Explanation Added on Cumulative Correction Page	
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
ISSUED BY – N	NEW ORLEANS TERMINAL LLC JE • NEW ORLEANS, LOUISIANA 70115	

SECT	TION II – GENERAL RULES AND REGULATIONS	
APPLICATION		ITEM
CONSENT TO THE TARIFF		200
facilities. Use of the wharves, other fa Terminal LLC (then hereafter referre the terms and conditions of this tarifi owners, charterers and agents, or oth	Il users of the New Orleans Terminal, LLC properties and acilities, or property under the jurisdiction of New Orleans d to as NEW ORLEANS TERMINAL) shall constitute a consent to f and evidences an agreement on the part of all vessels, their ner users to pay all applicable charges and abide by all rules and INAL, and abide by the rules and regulations of this tariff.	202
INTERPRETATION OF TARIFF		202
NEW ORLEANS TERMINAL shall be t	he sole judge as to the interpretation of this tariff.	204
PROHIBITED ACTIVITIES		204
	d: other facilities under NEW ORLEANS TERMINAL jurisdiction and eet of the wharves or facilities, except in specially designated	
Orleans under NEW ORLEANS TE as well as throwing any lighted of	ne hold of any vessel moored at a wharf in the Port of New RMINAL jurisdiction or tied to another vessel made fast thereto, pject from a vessel. g appliance or apparatus on or in any wharf or roadway.	
(4) The removal or breaking of the wi the use of water from said hoses of Grantee of Berth shall immediatel	ire seals on fire hoses or firewater valves on or in the wharves, or or valves, for purposes other than extinguishing a fire. The y report any broken seals to the Terminal Manager.	
lubricating oils or kerosene in the products will be permitted to be r permitted to remain on the dock o other contact-sensitive freight. Pa	distillate or any liquid petroleum products other than wharf warehouse. Gasoline, distillate or liquid petroleum received on a wharf for a vessel at the dock but shall not be overnight, nor be placed in close proximity to cotton, flour or ckages in a leaky condition shall not be permitted to be placed uch packages received as inbound cargo shall be removed from	
the wharf at once. (6)Storage or overnight parking of an provided herein.	utomobiles or trucks in or on the wharves, except as otherwise	
(7)Operating any vehicle on any wha interferes with the efficient opera	orf when, in the discretion of the Terminal Manager, the vehicle ation of the wharf. The asset or other refuse matter or any hazardous material or plastic	
material into the waters of the Po be in violation of National, State, a (9) Blowing tubes with blowers or mo the corporate limits of the City of	rt of Greater New Orleans. Parties engaging in this activity shall	
,		
Issued: Sept. 10, 2011	Effective: Nov. 15, 202	4
	SSUED BY – NEW ORLEANS TERMINAL LLC LEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

SECTI	ON II – GENERAL RULES AND REGULATIONS	
APPLICATION		ITEM
shore cranes, floating equipment, are not part of cargo is strictly PR impediment, delay, standby, or low will be held fully liable for all cost costs for administrative processir (11) Failing to maintain 10 feet cleara free passage of any rail car and en Engaging in this activity shall be in (12) Vessel operations that exceed load designated by NEW ORLEANS TE (13) Oxyacetylene, electric, or any oth open flame or heat on any wharf of by NEW ORLEANS TERMINAL un obtained and posted at the site will materials with a system involving requirements listed in the docum Permit System", also issued by the	nce from the nearest rail of any railroad, the obdangering the safety of rail cars or operating pontion of the ordinances of the City of New Iding and strains posted on or in the wharf, or or RMINAL. Her welding or burning or other "hot work" involved in the welding or burning or other burning or other burning or inside any shed or covered facility operated of less a current permit issued by the Harbor Polithere cutting, welding, fumigating, shrink-wrapper an open flame or any other "hot work" is to be sent entitled "Basic Precautions for Using the Wester Harbor Police Department, and shall be complete.	cobjects which result in activity, violators of all associated ersonnel. Orleans. otherwise of any or administered ce Department is ping of any performed. The elding/Cutting lied with. The
respectively where dangerous car (14) Any violation or acts or omission restrictions. Note: Any person engaging in activitie	s inconsistent with applicable federal, state or l s listed above may be in violation of the Port A re punishable by a fine not more than \$500.00 a	ocal laws or uthority, City,
FIRE SIGNAL Where fire occurs on board any vessel jurisdiction of NEW ORLEANS TERMII or siren, each blast to be four to six see	moored, docked or affixed in any fashion to factive and the NAL, the vessel shall sound five prolonged blast conds duration. Such signal may be repeated at a ddition to other means of reporting a fire.	cilities under the cs of the whistle
functioning as set forth in this tariff to loading/unloading operations. All dur placed in a sanitary condition. Failure shall entitle NEW ORLEANS TERMINA private contractors to clean such area and the Grantee or vessel responsible TERMINAL the contract or actual cost	d Grantee of Berth or in instances of outside op clean, promptly, the wharf upon completion of mage, trash or debris must be removed, and the to maintain such state of cleanliness and sanital, in its discretion, on one-hours' notice, to eithe or clean the area with NEW ORLEANS TERMIN for cleaning shall be obligated to pay to NEW O plus \$1,200.00 as a penalty. Any repeated failufter notice by the Terminal Manager as aforesa erth.	f e wharf must be ary condition her contract with NALemployees PRLEANS re of the Grantee
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024
	SUED BY – NEW ORLEANS TERMINAL LLC EON AVENUE • NEW ORLEANS, LOUISIANA 70	115

SECTION II – GENERAL RULES AND REGULATIONS		
APPLICATION		ITEM
MINIMUM INSURANCE REQUIREME	NTS	210
furnishing to NEW ORLEANS TERMIN Workers' Compensation, Automobile Liability with limits of \$500,000.00, St	ors functioning as set forth in this tariff shall be AL evidence of insurance coverage, including the Liability, with limits of \$500,000.00, Comprehence and Terminal Operator's Liability with the such form and with minimum limits as NET in the type of work beingperformed.	out not limited to ensiveGeneral h limits of
ORLEANS TERMINAL shall constitute	evidence of the insurance coverages required cause for denying the use of NEW ORLEANST use of facilities. This evidence shall be in the for 216 which also applies)	ERMINAL
Note: Any and all such claims are to be Department 50 Napoleon Ave., New O	e sent to the attention of NEW ORLEANS TERM rleans, LA 70115.	IINALClaims
	"REFER TO SECTION VIII"	212
DAMAGE TO NEW ORLEANS TERMI	NAL PROPERTY	214
(1) In the event any damage is caused to NEW ORLEANS TERMINAL and/or Board properties, the vessel or parties causing such damage, and the vessel or parties to whom such property has been assigned, or who are using or occupying same under any provision of the NEW ORLEANS TERMINAL tariff, shall give a full report to NEW ORLEANS TERMINAL, including the date and time the damage occurred, a description thereof, the names, addresses and business connections of such vessels or parties causing such damage and the witnesses to the occurrence, and all other available pertinent facts and information.		operty has been RLEANS the date and time onnections of
Board property has been assigned, tariff, shall be held responsible and	s and agents, to whom any NEW ORLEANS TENT or who are using or occupying same under any left shall be liable, severally, jointly and in so lido, and the expense of the repair or replacement h (3).	y provision of this for any and all
(3) Any such vessel described in subparagraph (2) above may be released from such liability aforesaid upon furnishing to NEW ORLEANS TERMINAL sufficient facts, evidence and other prooflegally establishing the identity of the party or parties causing, or contributing to the cause of, any damage to such NEW ORLEANS TERMINAL and/or Board property; provided that the vessel described in subparagraph (2) has not contributed to the cause of any such damage. Where the damage to NEW ORLEANS TERMINAL and/or Board property is directly caused by any other watercraft, the vessel described in subparagraph (2) may be released from said liability by establishing sufficient facts to show that damage was not caused by any watercraft operating on or in connection with the business of the said vessel.		r prooflegally use of, any damage sel described in e damage to NEW ercraft, the vessel sufficient facts to
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024
IS:	SUED BY – NEW ORLEANS TERMINAL LLC EON AVENUE • NEW ORLEANS, LOUISIANA 70	
JU NAPUL	LON AVENUE • INEVV ORLEANS, LOUISIANA / U	110

9	SECTION II – GENERAL RULES AND REGULA	TIONS	
APPLICATION			ITEM
TERMINAL and/or Board proper vessel under any provision of thit destruction of NEW ORLEANS TI	nished under subparagraph (3), or the dama ty has not been assigned to a vessel or is not s tariff, the vessels and all parties responsible ERMINAL and/or Board property shall be he ne property. Such repair or replacement will	t used or occupied by a le for damage to or ld liable for the expense	214 (cont.)
NEW ORLEANS TERMINAL HEI	LD HARMLESS		216
TERMINAL and/or Board proper occupying same under any provi severally, jointly and in solido, or tariff shall be responsible for and out ofor connected with the perfin instances of outside operators and all claims for bodily injury, dfor detention, demurrage or delater TERMINAL from and against any	ers and agents, or any outside stevedore to verty has been assigned or allowed use of, or we sion of this tariff, shall be responsible for any in instances of outside operators functioning at take over and administer, any and all claim ormance of loading/unloading services by suffunctioning as set forth in this tariff, including eath, or property (including cargo) damage, by and shall defend, indemnify and hold harm and such claims, provided, however, that the AL from any liability which may arise out of its sign of the second services.	who are using or d shall be liable for, ng as set forth in this s in any manner arising uch User of the Berth, or ng, but not limited to, any loss or shortage and/or nless NEWORLEANS is provision will not	
RESPONSIBILITY FOR LOSS OR	DAMAGE TO CARGO		218
outside operators functioning as from any cause, including but no shrinkage, wastage, decay, seepa system, rain, floods, or the eleme riots, strikes, civil commotion, ac	ne vessel, her owners, charterers, and agents set forth in this tariff, must protect such carst limited to, loss or damage from pilferage, rege, heat, cold, evaporation, fire, leakage or dients, defects or leaks in or around buildings of third persons, or other causes whatsoe we NEW ORLEANS TERMINAL from any liability.	go from loss or damage odents, insects, ischarge from sprinkler or other structures, war, ver, provided however	
SUBSTANCE ABUSE POLICY			220
In an effort to assist in controlling the scope and effect of substance abuse in the Port, NEW ORLEANS TERMINAL has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. NEW ORLEANS TERMINAL recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Assistance Program to that end to coincide with programs as adopted by WestGulf Maritime Association and ILA. It is similarly the goal of NEW ORLEANS TERMINAL to provide a safe workplace for all those			
employed on property under the	jurisdiction of NEW ORLEANS TERMINAL. I es under the jurisdiction of NEW ORLEANS	No person by whoever	
Issued: Sept. 10, 2011	ICCHED DV MEM OD BANG MEDI (1974)	Effective: Nov. 15, 2024	
50 NA	ISSUED BY – NEW ORLEANS TERMINAL I APOLEON AVENUE • NEW ORLEANS, LOUISI		
		Page	4.0

SEC	CTION II – GENERAL RULES AND REGULA	TIONS	
APPLICATION			ITEM
shall have in place a substance abu and drug-testing on reasonable sus	e instances of outside operators functioning se policy which subjects' employees to pos spicion of intoxication and which provides rug tests shall be conducted in compliance	t-accident drug-testing forappropriate	220 (cont.)
RESPONSIBILITY FOR RAILROAD	CLEARANCE		222
in this tariff, or outside stevedores ORLEANS TERMINAL, or who is us responsible severally, jointly and in	s, agents, or in instances of outside operato allowed use of any facilities under the juri ing or occupying the same under any provi n <u>solido</u> for the maintenance of clearances to comply with railroad clearance require	sdiction of NEW ision of this tariff, shall be of 10 feet from the center	
MOVING VESSELS TO PROTECT O	OR TO FACILITATE NAVIGATION ORCOM	IMERCE	
to protect other vessels or property to order and enforce the removal o Upon the failure or refusal of the pe NEW ORLEANS TERMINAL Termin	to move any vessel in order to facilitate navely, the NEW ORLEANS TERMINAL Termina if such vessel at its own expense to such playerson in charge of such vessel to change the lal Manager is authorized and under a duty change the position thereof at the expense	l Manager is authorized ace as he may direct. e position as directed, the y to board such vessel	224
TOWING AND SHIFTING OF VESS	ELS		
	ot engaged in the public towing or shifting its' employees shall be held to common ca		226
and when circumstances arise, we manager, create an emergency of pay the cost of such service. NEW not be liable for any damage res	NEW ORLEANS TERMINAL at any time to which in the opinion of the NEW ORLEANS or necessity for the towing or shifting of a very ORLEANS TERMINAL, its agents, servan ulting from the failure to make an inspection any error of judgment in making the inspections.	TERMINAL Terminal ressel, the vessel shall ts, or employees shall on of the vessel to be	
(3) Towing or shifting of a vessel by NEW ORLEANS TERMINAL will be done at the sole risk of the vessel and its cargo. If the vessel to be towed or shifted shall have on board any cargo, barges, Master, pilot, watchman, crew or other servants and/or employees, the vessel, her owners, charterers, and agents shall indemnify and hold harmless: NEW ORLEANS TERMINAL, the towing craft, and the Master, pilot and crew thereof, against any and all claims for loss of damage to the cargo and vessel, and for death or personal injury, howsoever occurring, whether through negligence or otherwise. The vessel, her owners, charterers and agents shall defend any suits, or other actions, which may be brought on account of any of the foregoing interests and shall indemnify and hold harmless NEW ORLEANS TERMINAL against any and all of such claims, as well as any judgments that may be rendered thereon.			
Issued Sept. 10, 2011		Effective: Nov. 15, 2024	
	ISSUED BY – NEW ORLEANS TERMINAL L	LC	
50 NAP	OLEON AVENUE • NEW ORLEANS, LOUISI	ANA /U115	

	SECTION II – GENERAL RULES AND REGULA	TIONS	
APPLICATION			ITEM
shifted shall become and be vessel to be towed or shifted TERMINAL and/or Board poto, the Master, pilot and crewing ORLEANS TERMINAL owned by NEW ORLEANS Tharmless agreements of this	ts and employees of all vessels assisting the verthe servant of the vessel to be towed or shifted for loss of, or damage to, the towing craft or a roperty, and to third persons, including the deaw of the towing craft, shall be their responsibilities or procures, or permits the use of, any ve ERMINAL, all of the stipulations and exemptions tariff shall also be applicable to, and the benefits owners, operators, charterers, agents, master	d. The liability of the any NEW ORLEANS ath of, or personal injury ity as fixed by law. Where essel or equipment not ns from liability and hold fit thereof shall accrue to,	226 (cont.)
WAIVER OF SUBROGATION U	INDER FIRE POLICIES		228
NEW ORLEANS TERMINAL waives and relinquishes any and all claims, demands, actions and rights of action, which it may hereafter have or acquire against any person for or on account of any loss or damage to NEW ORLEANS TERMINAL and/or Board property covered by a Berth Assignment, orby Berth Privilege, resulting from fire or explosion, to the extent only that the same is covered by policies of insurance carried by NEW ORLEANS TERMINAL and to the extent only that this waiver does not vitiate such insurance under the terms thereof. The word "person" includes the grantee of a Berth Assignment, the holder of a Berth Privilege, their agents, employees and principals, the vessel or craft using the wharves or other facilities in connection with the business of such grantee or holder, her owners, charterers, operators, and agents, as well as the contracting stevedores and other subcontractors of any of the foregoing, and all others entering upon or using such wharves or other facilities in connection with the business of any of the foregoing, and the underwriters of each of the foregoing. Nothing herein shall affect loss by or injury to anyone other than NEW ORLEANS TERMINAL.			
AUDIT OF MANIFESTS AND O	THER DOCUMENTS		230
The vessel, her owners, charterers and agents, Grantees of Berth Privilege, or in instances of outside operators functioning as set forth in this tariff, shall permit NEW ORLEANS TERMINAL access to all cargo documents limited to, cargo manifests, delivery tickets, dray receipts, hatch lists, or invoices for services and furnish to NEW ORLEANS TERMINAL such other documentation, reports or information as it may require, for purpose of audit so as to secure necessary data to permit correct billing for charges incurred under this tariff. Failure to provide such information upon request will constitute cause for denial of use of NEW ORLEANS TERMINAL facilities.			
MEASUREMENT OF A VESSEL		232	
In the event of a dispute regarding the registered length of a vessel, NEW ORLEANSTERMINAL reserves the right to actually measure such vessel for the purpose of determining her over-all length.			
COMPUTATION OF TIME		234	
All charges are based on straight running time, expressed under the 24-hour clock, except where otherwise stated. A day shall commence when the vessel arrives at her berth. Except as otherwise expressly stated, any portion of a calendar day, including portions of a day during which the vessel arrives as or departs from berth, will be counted as one full "day" for the purpose of calculating time periods.			
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
50 1	ISSUED BY – NEW ORLEANS TERMINAL L NAPOLEON AVENUE • NEW ORLEANS, LOUISL		

SE	ECTION II – GENERAL RULES AND REGUI	LATIONS	
APPLICATION			ITEM
REGULATION OF MOTOR VEHICLE TRAFFIC			
	rity to regulate motor vehicle traffic on N of NEW ORLEANS TERMINAL provides of ORLEANS TERMINAL facilities.		236
HANDLING CLASS "1" EXPLOSIV	ES		238
shall file a written application wit with the rules and regulations of t	ransport or discharge commercial Class ' h the NEW ORLEANS TERMINAL Termin he Port. The application shall be accompa local, state or federal laws, regulations, o	al Manager in accordance anied by all permits or	
HAZARDOUS MATERIALS REQU	IREMENTS		240
or radiological hazardous may temperature materials, as def transportation treaties, laws a Transportation Act (49 U.S.C. regulations, the Department of (49 CFR Parts 100-185), extreand CERCLA hazardous substance Maritime Dangerous Goods Comaritime Transportation Secu	crials, including but not limited to chemic terial, hazardous wastes, marine pollutar ined by international and United States hand regulations, including but not limited sec. 5103), the U.S. Department of Transportation Hazardous Material Transportation Hazardous Material Transportation Hazardous Material Transports as defined in 40 CFR 302 Table 302 and collectively referred as "Hazardous Parity Act of 2002 and regulations publish all compliance by shippers, their agents,	nts, Li+ batteries, elevated azardous material l to the Hazardous Material portation PHMSA ansportation Regulations a 40 CFR 355 Appendix A, 2.4, and the international Materials Laws", and the ed in accordance therewith,	240
that containers and break-bulk of TERMINAL from an inland carri packaged, marked, placarded, had Materials Laws". The Master, agent, or person in concept of State of State of State of State of NEW ORLEANS TERMINAL up Requirements covering the transmust be complied with on any carriers.	Il carriers using the facilities of NEW ORI cargo containing hazardous materials refer or discharged at the facilities of NEW andled, and shipped in strict compliance charge of any domestic or foreign vessel, which has on board any hazardous commodities in accordance with CFR49 parpon arrival at the wharf. sportation of Hazardous Materials coverago entering NEW ORLEANS TERMINAL cilities without the required documentates.	ceived by NEW ORLEANS ORLEANS TERMINALare with the "Hazardous which is inbound to NEW modities, as defined above, t 176.30 to a representative ed in 49 CFR, Parts 171-180 facility. Any cargo arriving	
c) In accordance with State and Federal Hazardous Materials regulations, should any container with hazardous materials arrive at NEW ORLEANS TERMINAL' inspection lanes in a leaking and/or damaged condition all such damaged and/or leaking units must be isolated in a secure location and all Federal and State Agencies involved with the inspection of damaged equipment and/or possible cleanup of leaking hazardous materials must be immediately notified.			
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
50 NAI	ISSUED BY – NEW ORLEANS TERMINA POLEON AVENUE • NEW ORLEANS, LOU		

	SECTION II – GENERAL RULES AND REGUL	ATIONS
APPLICATION		ITEM
Carrier to have all Shipper ger presentation to the appropria NEW ORLEANS TERMINAL, it comply with any and all such gup, mitigation and reporting cincluding but not limited to the equipment, filing/submission reports/notifications. The above items apply equally materials container must be d The above isolation of the unifacilities, does not constitute a	carrier will also be notified at this time, in or herated hazardous material information, reate responding agency. Once the above steps is the responsibility of the Shipper, Agent a governing hazardous materials regulations of such damaged and/or leaking hazardous e arranging and paying for actual cleanup of DOT report 5800.1 and/or any and all site of the regulatory requirement, a leaking and ischarged from a vessel to NEW ORLEANS of the ascure location, if on NEW ORLEANS of receipt or interchange of the equipment in and NEW ORLEANS TERMINAL shall have a resuch cargo.	hadily available for have been followed by and/or Carrier to fully with respect to the cleanmaterials containers, for premises, removal of amilar written and/or damaged hazardous CERMINAL property. FERMINAL terminal and NEW ORLEANS
hazardous materials which do which result in personal injur TERMINAL or other users of N operators and the cargo and it	ischarged at the facilities of NEW ORLEANS on not comply in any respect with such Hazar y, death or damage to the personnel or prop NEW ORLEANS TERMINAL facilities, the cars shippers/owners shall be liable and will com any and all damages, costs of defense are	rdous Materials Laws, and perty of NEW ORLEANS rier, its owners and lefend and hold harmless
referenced above result in or damages, environmental dam vessel its owner(s) and opera and hold harmless NEW ORLI	containing hazardous materials not in com cause damage, death, personal injury, polluage and/or violations of Federal, State, or Lotors and the cargo and its shippers/owners ANS TERMINAL from any and all: fines or val, response or remediation costs, testing of and litigation costs.	tion, natural resource ocal Law the carrier, the shall be liable for, defend, penalties, (ii) actual or
handling, stowing, loading, dis	serves the right to refuse the use of its facil scharging or transportation of such explosiv ORLEANS TERMINAL' opinion, as offering	es or dangerous articles
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024
	ISSUED BY – NEW ORLEANS TERMINAI	LLLC
50 N	APOLEON AVENUE • NEW ORLEANS, LOUI	

SE	CTION III – USE OF NEW ORLEANS TERMINA	L FACILITIES	
APPLICATION			ITEM
APPLICATION FOR BERTH			300
	nissioners of the Port of New Orleans Dock De h assignments at the facilities covered by this		
DEMURRAGE ON VESSELS			302
NEW ORLEANS TERMINAL do circumstances.	oes not assume responsibility for demurrage t	to vessels under any	
VACATING OF BERTHS			
Refer to the "Board of Comm	issioners of the Port of New Orleans Dock De	partment Tariff, Item 306."	304
STEVEDORE USE FEE			
a Stevedore Use Fee (fee). The	edoring services directly to NEW ORLEANS The use of the NEW ORLEANS TERMINAL leased acknowledgment and acceptance of the terminand assessed as follows:	d premises forthese	308
	(1) Per net ton of bulk cargo\$.18		
	(2) Per net ton of all other cargo \$2.05		
LICENSED - INDEPENDENT	LIFT TRUCK OPERATORS		310
Persons who only provide loading and unloading services, as defined and desire to do business on NEW ORLEANS TERMINAL facilities shall apply direct to NEW ORLEANS TERMINAL for authorization to perform such services and are responsible for submitting any and all necessary documentation which may be required by NEW ORLEANS TERMINAL to allow use and/or access to and on its leased facilities. Each independent lift operator (LILO) shall furnish to NEW ORLEANS TERMINAL Risk Management evidence of insurance including, but not limited to, Workers Compensation, Comprehensive General Liability, Auto Liability, Stevedore and Terminal Operators' Liability, and any other insurance requirements in a form and acceptable amounts and conditions as may be required by lessee with NEW ORLEANS TERMINAL being named as an additional insured with limits as NEW ORLEANS TERMINAL may require. Failure of the LILO to retain the coverage's required by NEW ORLEANS TERMINAL shall constitute cause for denying admittance to NEW ORLEANS TERMINAL facilities. Once LILO approval status has been granted by NEW ORLEANS TERMINAL, all authorized LILO's shall be assessed a terminal use fee for use of its facilities. This fee is due solely from the LILO performing the service(s) and shall be paid to NEW ORLEANS TERMINAL and assessed as follows: (1) Per truck, van or trailer (loaded or unloaded) \$63.00		310	
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
50	ISSUED BY – NEW ORLEANS TERMINA NAPOLEON AVENUE • NEW ORLEANS, LOUI		

SECTION III – USE OF NEW ORLEANS TERMINAL FACILITIES	
APPLICATION	ITEM
Within 10 days following the end of each calendar month, each LILO shall render to NEW ORLEANS TERMINAL a report, in a form acceptable to NEW ORLEANS TERMINAL, reflecting the total number of trucks, vans or trailers loaded or unloaded, accompanied by payment of the appropriate fee based on the schedule set forth herein. A penalty of \$100 per day, not to exceed \$1,000, shall be assessed should the LILO fail to render either the report or any accompanying payment within the time period provided. Each LILO company will be required to post a \$2,000.00 performance payment bond to be issued in favor of NEW ORLEANS TERMINAL. This bond must be approved by NEW ORLEANS TERMINAL. In lieu of a performance bond, a \$2,000.00 cash deposit must be submitted. NEW ORLEANS TERMINAL will hold this deposit in a non-interest-bearing account until such time as the operator ceases business on the leased areas. In the event after 30 days written demand from NEW ORLEANS TERMINAL, LILO fails to submit payment, NEW ORLEANS TERMINAL has the right and shall execute its option of same.	310 (cont.)
PROJECT CARGO SPACE UTILIZATION AGREEMENTS	312
NEW ORLEANS TERMINAL facilities may be made available for the accumulation and subsequent export of project cargoes at rates and pursuant to terms, which are subject to negotiation.	
RIGHT OF ACCESS BY DELIVERY OR SERVICE TRUCKS/VEHICLES PROVIDING DELIVERIES AND/OR SERVICES TO VESSELS AT WHARF FACILITIES UNDER THE CONTROL OF NEW ORLEANS TERMINAL AND/OR BEING USED BY NEW ORLEANS TERMINAL BY MEANS OF LEASE AND/OR FIRST CALL ASSIGNMENT	313
Delivery or service trucks or vehicles of any kind providing deliveries or services to vessels at wharf facilities under the control of NEW ORLEANS TERMINAL or being utilized by NEW ORLEANS TERMINAL, by means of lease or first call assignment, will be permitted access to NEW ORLEANS TERMINAL facilities only at times when the vessel receiving the delivery or service is not being actively discharged or loaded by NEW ORLEANS TERMINAL. Providers of deliveries or services to vessels may contact security personnel at the gate to NEW ORLEANS TERMINAL terminal by telephone (504) 941-5400 to determine the times when access for deliveries and services will be available with respect to a particular vessel. Except in the case of emergency, security personnel will not allow the entry into the terminal of any delivery or service vehicle at times when the recipient vessel is being actively discharged or loaded by NEW ORLEANS TERMINAL. In the case of emergency, NEW ORLEANS TERMINAL security personnel at the gate to NEW ORLEANS TERMINAL terminal will immediately contact the appropriate NEW ORLEANS TERMINAL manager, who will escort the emergency delivery or service vehicle to the vessel. Note: (Subject to all provisions, terms and conditions specified in Tariff Item No. 216)	
Issued: Sept. 10, 2011 ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION	ITEM
FREE TIME FOR ASSEMBLING OUTWARD CARGO	400
A vessel shall be allowed the use of assigned wharf space for a free time period of 30-calendar day, for the purpose of assembling outward cargo prior to arrival at her assigned outward berth. All cargo accumulated on the pier and remaining on the pier, in excess of allowable free time period of (30) thirty calendar days shall be charged a monthly-adjusted demurrage storage fee of \$10.51 per ton. Storage fee will commence on the first day after expiration of free time and shall apply to total cargo remaining on the pier at that time. Monthly storage fee shall apply for each subsequent calendar period of (30) thirty days and/or any part thereof until all cargo is removed from pier. The Vessel, her owners, Charterers, Shippers and/or Agents shall be responsible for payment of all storage fees prior to cargo being loaded to either vessel, containers, railcars, trucks and/or barges. Break bulk cargo, either received and/or delivered for container pier stuffing/stripping purposes, shall be allowed a maximum of (15) fifteen-days free time for either accumulation of export shipments	
on the pier for eventual pier stuffing into containers and/or arranging final delivery of break bulk cargo to consignee ex pier after completion of stripping of inbound boxes. After expiration of free time, an adjusted demurrage storage charge of \$5.67 per ton will apply for each additional (15) fifteen-day period and/or any part thereof, until such time break bulk cargo has been removed from the terminal. NOTE: The free time provided above shall be subject to the availability of space.	
DELETED IN ITS ENTIRETY	402
Issued: Sept. 10, 2011 Effective: Nov. 15, 2024	
ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

	SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION		ITEM
EXTENSION OF RECEIVING DA	EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO	
assembling outward cargo for e TERMINAL Terminal Manager b transmission of a written reque telephone, but it must be immed	g date ("First Date") specified on the Application for Berth, for vessels xport shipment shall be made in writing to the NEW ORLEANS before 0001 of the receiving date. If time does not permitthe st before 0001 of the receiving date, the request may be made by diately confirmed in writing. The approval of the request for the cretion of the NEW ORLEANS TERMINAL Terminal Manager. Only one	
Terminal Manager are considered her outward cargo, another vessel assumes the receiving da	s arise, which in the opinion of the NEW ORLEANSTERMINAL ed beyond the control of the vessel owner or agent and prevent lifting sel may be substituted to lift the cargo provided that the substitute te of the original vessel and pays all applicable charges. This fter the original vessel begins to load her outward cargo.	
WHARFAGE CHARGES		406
Wharfage charges, based on Item 408, shall be assessed on all cargo or freight, whether of foreign or domestic origin, including mail:		
(1) Which is placed ont or	o, transferred over or under wharves for handling to or from vessels;	
	to or received from vessels by other watercraft: (a) when said vessels s or moored outside other vessel(s) occupying a berth;	
Wharfage is solely the charge assessed against the cargo for use of the wharf and does not include charges for any other service.		
When cargo is placed on the wharves for outbound movement and is not subsequently loaded aboard a vessel but is removed from the wharves, the applicable wharfage shall be assessed.		
Exceptions - Wharfage charge	es shall not applyto:	
(1) Ship's stores and fu	el intended for a vessel's own use.	
(2) Restowed cargo discharged and subsequently reloaded aboard the same vessel.		
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
50 N	ISSUED BY – NEW ORLEANS TERMINAL LLC APOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

	SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION		ITEM
GENERAL AND SPECIAL WHAI	RFAGE RATES	408
The rate of wharfage on all com Wharfage on empty containers	modities shall be \$3.90 per ton or fraction, except as indicated below. shall be on tare weight.	
	EXCEPTIONS:	
COMMODITY	WHARFAGE RATE (Per ton, or fraction, except as otherwise indicated)	
	o barges in conjunction with the discharge 09, List of Commodities)	
Department of Agriculture or do relief purposes. This special rate	when sponsored by the United States onated by charitable organizations for e only applies when such shipments are d does not apply to break bulk cargo	
Note 1 – Cargo of a single shipper or receiver shall be subject to the assessment, solely by the vessel's agent, of a minimum wharfage billing charge of \$25.00 per individual bill of lading.		
partially loaded. Wharfage shall container. Cargo Containers sha metal, fiberglass, plastic, wood o	ssessed on the tare weight of cargo containers when loaded or be subject to a minimum charge of \$7.50 on the contents of each ll include all containers used for the transport of cargo, constructed of or other material, and usually 8' x 8' x 17', 20', 24', 35', 40' or 45' in e so-called vans used in connection with the shipment of household	
vessels calling another NEW OR	vessels to NEW ORLEANS TERMINAL wharves and transshipped on LEANS TERMINAL facility shall not be subject to the payment of a ed said cargo does not leave NEW ORLEANS TERMINAL jurisdiction.	
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
50 N	ISSUED BY – NEW ORLEANS TERMINAL LLC APOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

	SECTION IV- VESSEL CHARGES / CARGO CHARGES			
The bulk commodities listed below, and only those listed below, shall be assessed the special wharfage rate for bulk commodities discharged to barges in conjunction with the discharge of non-bulk cargoes: Aluminum Oxide Ferro Silicon, 4" x down Phosphate Acid, Fertilizer Phosphate Bone, Fertilizer Phosphate Sone, Superground Phosphate Bone, Sertilizer Phosphate Sone, Superground Phosphate Bone, Fertilizer Phosphate Sone, Superground Phosphate Sone, Superground Phosphate Sone, Rock, Superground Phosphate Sone, Rock, Superground Phosphate Sone, Rock, Dry Phosphate Sone, Superground Phosphate Sone, Rock, Dry Phosphate Sone, Superground Phosphate Sone, Rock, Superground Phosphate Phosphate Rock, Superground Phosphate Pho	APPLICATION			ITEM
rate for bulk commodities discharged to barges in conjunction with the discharge of non-bulk cargoes: Aluminum Oxide Ammonium Nitrate Ammonium Soleplate Barytes, 4" x down Barytes, Over 4" Barytes, Over 4" Borytes, Over 5 Borytes, Over 4" Borytes, Over 5 Borytes, Over 4" Boryt	SPECIAL WHARFAGE RATI	ECOMMODITIES		409
Ammonium Nitrate Ammonium Soleplate Fluorspar, Acid Grade Fluorspar, Met. Grade Phosphate Bone, Fertilizer Phosphate Rock, Sand, Wet Barytes, 4" x down Fluorspar, Lumps Phosphate Rock, Superground Barytes, Over 4" (3" x down) Phosphate Sand, Rock, Dry Beet Pulp Pellets Fluorspar, Screenings, Phosphate Sand, Rock, Dry Beet Pulp Pellets Fluorspar, Screenings, Phosphate Sand, Rock, Dry Phosphate Sand, Slurry Potash Calcium Nitrate (CAN) Grain Pumice, 1/8" and under Rutile Ore Chrome Ore, ½" x down Ilmenite Chrome Ore, ½" x down Chrome Ore, ½" x down Chrome Ore, 2" x ½" Ilmenite, Pipe Coating Chrome Ore, 4" x 2" Iron Ore, Carbon Anodes Chrome Ore, 10" x 4" Iron Ore, Lumpy, Chrome Ore, Over 10" Chrome Ore, Over 10" Clam Shell Iron Ore Pellets, Silicon Metal Clay, dry fines Washed, Crushed Coal, Bituminous, Iron Sulfate Slag, Furnace, Crushed Coal, Bituminous, Iron Sulfate Slag, Furnace, Granular (Dry) Coal, Bituminous, Lime, Ground, (Bituminous, Lime, Ground, (Slag, Vanadium, etc. (Stripping) (Up to 1/8") Colemanite Lime, Hydrated, Corn Gluten Pellets Lime, Hydrated, Corn Gluten Pellets Lime, Pebble Diammonium Phosphate (DAP) Manganese Modules Manganese Ore Fertilizers, Mixed Meals Phosphate Rock, Sand, Wet Phosphate Phosphate Phosphate Phosphate Phosphate Phosphate Phosphate Phosphate New Hosphate Ne				
Fertilizers, Mixed Manganese Ore Superphosphate Ferro Alloys, 4" x down Manganese Sulphate Triple superphosphate Ferro Alloys, Over 4" Meals Urea	Ammonium Nitrate Ammonium Soleplate Barytes, 4" x down Barytes, Over 4" Beet Pulp Pellets Borax, Lump Calcium Nitrate (CAN) Carbon Anodes Chrome Ore, ½" x down Chrome Ore, 2" x ½" Chrome Ore, 4" x 2" Chrome Ore, 10" x 4" Chrome Ore, Over 10" Clam Shell Clay, dry fines Coal, Bituminous, 50 Mesh Coal, Bituminous, (Run-of-mine) Coal, Bituminous, (Stripping) Colemanite Corn Corn Gluten Pellets Diammonium Phosphate	Fluorspar, Acid Grade Fluorspar, Met. Grade Fluorspar, Lumps (3" x down) Fluorspar, Screenings, ½" Grain Gravel Ilmenite Ilmenite, Pipe Coating Iron Ore, 6" x down Iron Ore, Lumpy, Over 6" Iron Ore Pellets, Washed, Crushed Iron Sulfate Lead Concentrates Lead Residue Lime, Ground, (Up to 1/8") Lime, Hydrated, Pulverized Lime, Pebble Magnesite	Phosphate Bone, Fertilizer Phosphate Rock, Sand, Wet Phosphate Rock, Superground Phosphate Sand, Rock, Dry Phosphate Sand, Slurry Potash Pumice, 1/8" and under Rutile Ore Scrap Metal, Frag. Silica Sand, Dry Silico Mang., 4" x down Silico Mang., Over 4" Silicon Metal Silicon Oxide Slag, Furnace, Crushed Slag, Furnace, Granular (Dry) Slag, Furnace, Granular(Wet) Slag, Vanadium, etc. Sludge Soda Ash Briquettes Soda Ash Soybean Meal Steel Chips, Crushed Steel Trimmings	
Ferro Chrome, Over 4" Mica Vermiculite Ore Ferro Mang., 4" x down Nickel Ore Wood Chips Ferro Mang., Over 4" Oyster Shell, Ground Zinc Concentrates Ferro Phosphorous (Under ½") Zinc Ingots Ferro Phos., Over 4" Pitch, Petroleum Zircon Sand Issued: Sept. 10, 2011 Effective: Nov. 15, 2024	Fertilizers, Mixed Ferro Alloys, 4" x down Ferro Alloys, Over 4" Ferro Chrome, 4" x down Ferro Chrome, Over 4" Ferro Mang., 4" x down Ferro Mang., Over 4" Ferro Phosphorous Ferro Phos., Over 4"	Manganese Ore Manganese Sulphate Meals Mica, Ground Mica Nickel Ore Oyster Shell, Ground (Under ½")	Superphosphate Triple superphosphate Urea Vermiculite, Expanded Vermiculite Ore Wood Chips Zinc Concentrates Zinc Ingots Zircon Sand	

SI	ECTION IV- VESSEL CHARGES / CARGO C	CHARGES	
APPLICATION			ITEM
	DELETED IN ITS' ENTIRETY		410
COLLECTION AND PAYMENT OF	WHARFAGE		412
passengers carried on vessels for	the commodities on which wharfage is a compensation. The collection and payme mers, charterers and agents, and the use ent of this guarantee.	ent of same mustbe	
TERMINAL at its sole option, may	nd/or her agent for timely collection of w pay a collection fee for services rendered ace by said vessel and/or her agent to Item	d on collection of wharfage	
Within 5 working days after the completion of all vessel operations, the vessel shall render to NEW ORLEANS TERMINAL certified manifests in either printed or electronic form, Bills of Lading or documentation approved in advance, showing the weight and description of all cargo discharged or loaded by said vessel in the Port of New Orleans, together with such other information prescribed in forms furnished by NEW ORLEANS TERMINAL for the purposes of computation and assessment of its tariff charges and maintaining record. Manifests in electronic form shall comply with the United States Customs Automated Commercial System or the Board of Commissioners of the Port of New Orleans CRESCENT and NEW ORLEANS TERMINAL.			
Wharfage charges on cargo shall be assessed on the basis of manifest weights, except as otherwise provided. Within 10 working days following the departure of a vessel carrying passengers for hire, such vessel shall submit to NEW ORLEANS TERMINAL certified manifests listing all such passengers so embarking and debarking.			
A penalty of \$100 per day, not to exceed \$1,000, shall be assessed against said vessels, her owners, charterers, and agents should they fail to render the cargo documentation in the form and within the period provided herein.			
FREE TIME FOR INBOUND CARC	60		414
The free time allowed on cargo discharged from a vessel onto wharves shall be 15 calendar days. Free time will begin at 0001 hours of the first day following final discharge of vessel and will terminate at 2400 of the last free day.			
Exception			
When cargo cannot be removed within the free time provided solely because of the railroad's inability to furnish cars reasonably satisfactory for the carriage of the cargo, extension of free time may be granted provided:			
(1) The final order for the placement of the railcar at the facility was actually filed with the New Orleans Public Belt Railroads within seven days after completion of discharge of the vessel; and			
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
50 NA	L ISSUED BY – NEW ORLEANS TERMINA POLEON AVENUE • NEW ORLEANS, LOU		

	SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION		ITEM
	asion of free time is submitted in writing to the NEW ORLEANS ager within seven days from the date of the expiration of the free time	414 (cont.)
INBOUND DEMURRAGE CHA	ARGES	416
Charge assessed against cargo	<u>o</u>	
	ged from a vessel remaining on the wharves after the expiration of free the following inbound demurrage charges:	
(1) \$1.65 per ton (or fraction) per day (or fraction) for the first seven days;	
(2) \$3.40 per ton (or fraction from wharf.) per day (or fraction) for each day thereafter until cargo is removed	
The vessels discharging the cargo, her owners, charterers and agents, are responsible for the payment of the demurrage charges before the cargo is removed from the wharf. It is not NEWORLEANS TERMINAL responsibility to give notice or advise the agent, principal, and/or shipper of expiration of free time or beginning of Demurrage. NEW ORLEANS TERMINAL may pay to said vessel and/or her agent a collection fee for services rendered on collection of demurrage charges incurred.		
At the option of the NEW ORL warehouse storage for account	LEANS TERMINAL Terminal Manager, the cargo may be sent to nt of whom it may concern.	
As compensation to said vessel and/or her agent for timely collection of demurrage, NEWORLEANS TERMINAL at its sole option, may pay a collection fee for services rendered on collection of demurrage charges, subject to strict compliance by said vessel and/or her agent to Item 802, Payment of Charges.		
	DELETED IN ITS' ENTIRETY	
DELETED IN ITS' ENTIRETY		418
DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE ORINTERCOASTAL TRADE REGULAR DOCKAGE RATE		420
"DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THE LEASED TERMINAL ARE PAYABLE TO THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS. THE APPLICABLE RATES FOR SUCH CHARGES CAN BE FOUND IN THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF-FMCT NO. 2, SECTION IV. APPLICATION FOR USE OF THE BERTH SPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF."		422
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
50	ISSUED BY – NEW ORLEANS TERMINAL LLC NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

	SECTION IV- VESSEL CHARGES / CARGO CHA	RGES	
APPLICATION		ITE	EM
SHEDDAGE AND/OR MAR	GINAL TRACK USAGE CHARGE FOR INLAND WA	TERCRAFT 42	24
TERMINAL ARE PAYABLE T THE APPLICABLE RATES FO DEPARTMENT TARIFF-FMO	HARGES FOR VESSELS CALLING BERTHS ADJACED FO THE BOARD OF COMMISSIONERS OF THE POR' OR SUCH CHARGES CAN BE FOUND IN THE PORT (CT NO. 2, SECTION IV. APPLICATION FOR USE OF ORDANCE WITH ITEM 300 OF THE PORT OF NEW (T OF NEW ORLEANS. OF NEW ORLEANS DOCK THE BERTHSPACE	
PAYMENT OF DOCKAGE, S	SHEDDAGE AND/OR MARGINAL TRACK USAGE I	RATE 42	26
TERMINAL ARE PAYABLE T THE APPLICABLE RATES FO DEPARTMENT TARIFF-FMO	HARGES FOR VESSELS CALLING BERTHS ADJACED FO THE BOARD OF COMMISSIONERS OF THE POR' OR SUCH CHARGES CAN BE FOUND IN THE PORT (CT NO. 2, SECTION IV. APPLICATION FOR USE OF ORDANCE WITH ITEM 300 OF THE PORT OF NEW (T OF NEW ORLEANS. OF NEW ORLEANS DOCK THE BERTH SPACE	
ANNUAL LICENSE CHARGI	ES FOR HARBOR TUGS AND AUXILIARY SERVICE	E CRAFT 42	28
TERMINAL ARE PAYABLE T THE APPLICABLE RATES FO DEPARTMENT TARIFF-FMO	HARGES FOR VESSELS CALLING BERTHS ADJACEI FO THE BOARD OF COMMISSIONERS OF THE POR' OR SUCH CHARGES CAN BE FOUND IN THE PORT (CT NO. 2, SECTION IV. APPLICATION FOR USE OF ' ORDANCE WITH ITEM 300 OF THE PORT OF NEW (T OF NEW ORLEANS. OF NEW ORLEANS DOCK THE BERTH SPACE	
DOCKAGE CHARGES FOR I	PASSENGER VESSELS WITH PASSENGERS ON BO	OARD AFTER 24 HOURS 43	32
TERMINAL ARE PAYABLE T THE APPLICABLE RATES FO DEPARTMENT TARIFF-FMO	HARGES FOR VESSELS CALLING BERTHS ADJACED FO THE BOARD OF COMMISSIONERS OF THE POR' OR SUCH CHARGES CAN BE FOUND IN THE PORT (CT NO. 2, SECTION IV. APPLICATION FOR USE OF ' ORDANCE WITH ITEM 300 OF THE PORT OF NEW (T OF NEW ORLEANS. OF NEW ORLEANS DOCK THE BERTH SPACE	
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
	I ISSUED BY – NEW ORLEANS TERMINAL L 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIA		
•	50 1471 OLLOH AVLINGE - NEW ORLEANS, EUUISIA	1141 / UIIJ	

SECTION IV- VESSEL CHARGES / CARGO CHARGES		
APPLICATION		ITEM
MARITIME SECURITY		450
THE PORT OF NEW ORLEANS AND NEW ORLEANS TERM THREAT TO THE FACILITIES AND THE MOVEMENT OF OF A DISRUPTION IN THE FLOW OF CARGO AS A RESULTIVE BUSINESSES AND CITIZENS OF THIS REGION AND THE BUSINESSES AND	CARGO POSED BY TERRORISTS. THE IMPACT T OF TERRORIST ACTIVITIES COULD AFFECT	
IN RESPONSE TO THIS THREAT, THE PORT OF NEW ORI MARINE TERMINAL CONFERENCE, IS IMPOSING THE CA SECTION AS A MEANS OF PARTIALLY DEFRAYING THE I IMPLEMENTING SECURITY INITIATIVES REQUIRED IN T 2002 AND OTHER FEDERALLY-MANDATED REGULATION	ARGO SECURITY FEES LISTED IN THIS EXPENSES ASSOCIATED WITH THE MARINE TRANSPORTATION ACT OF	
CARGO SECURITY FEE		452
A CARGO SECURITY FEE, BASED ON THE ABOVE, ITEM 4 SHALL BE ASSESSED ON ALL CARGO OR FREIGHT AS PR ("WHARFAGE CHARGES") AND ITEM 408 ("GENERAL AN BY NEW ORLEANS TERMINAL.	OVIDED AND AS DESCRIBED IN ITEM 406	
THE CARGO SECURITY FEE SHALL BE THE SAME AMOU DETAILED IN THE BOARD OF COMMISSIONERS OF THE DEPARTMENT TARIFF, FMC-T-NO. 2, SECTION VII ("SEC SECURITY FEE"), AS AMENDED:	PORT OF NEW ORLEANS' DOCK	
BREAKBULKBULKLIQUID BULKLIQUID BULKCARGO CONTAINERSRAIL CARS (LOADED TO/FROM SHIPS)	\$0.23 / TON \$0.050 / TON \$0.050 / TON \$4.88 / LOADED \$4.88 / LOADED OR EMPTY	
EXCEPTION: THE CHARGES ASSESSED HEREIN SHALL NOT APPLY TO ("TERMINAL USE FEE – BARGE CARGOES – TERMINAL I COMMISSIONERS OF THE PORT OF NEW ORLEANS DOC FMC-T-NO. 2.	LESSEES") OF THE BOARD OF	
COLLECTION OF SECURITY FEES		
THE CARGO SECURITY FEE SHALL BE ITEMIZED AS "PORT OF NEW ORLEANS SECURITY FEE" ON INVOICES SUBMITTED FOR PAYMENT TO THE RESPONSIBLE PARTY AND SHALL BE PAID TO NEW ORLEANS TERMINAL. THE PROVISIONS OF ITEM 412 ("COLLECTION AND PAYMENT OF WHARFAGE") SHALL APPLY TO THIS FEE.		454
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115		

SECTION V – SERVICE AND EQUIPMENT CHARGES			
APPLICATION			ITEM
	ers of the Port of New Orleans Dock Departr Water – Special Harbor Services, Equipment		500
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115			

SECTION VI -	LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)		
APPLICATION		ITEM	
DEFINITION - LOADING & UNL	OADING	600	
of rest on a wharf or terminal, and barges. Loading and unloading, f conjunction with cargo loaded or at point of rest on the wharf or to	Loading and unloading means the services of loading or unloading cargo between any place or point of rest on a wharf or terminal, and railcars, trucks, or any other means of land transportation and barges. Loading and unloading, for purposes of this section, shall not include the services provided in conjunction with cargo loaded or unloaded from land transportation conveyance without being placed at point of rest on the wharf or terminal, as well as cargo loaded or unloaded, directly between ocean carriers and barges, or directly between ocean carriers and open top railcars or open top trucks by ships' tackle.		
rest, elevating the cargo onto the sorting or grading or otherwise s	g cargo over the wharf or terminal facility to the truck from a place of truck and stowing the cargo in the truck, but shall not include selecting the cargo for the convenience of the trucker or the ude loading on consignee's pallets.		
Truck unloading consists of remore terminal facility to a place of r	oving cargo from the body of the truck and moving it over the wharf est.		
dunnage, blocking, bracing, or ot	this tariff do not include the service or cost of providing or installing ther materials deemed necessary to secure or prepare shipments for ervices are as shown in Item 626 of this tariff.		
Charges for unloading published bracing, strapping, paper or debi	in this tariff exclude the removal from rail cars the lading, blocking, ris of any kind.		
barge and/or direct to dock, mus agent direct from authorized Car operational change request bein written authorization to allow re ORLEANS TERMINAL will, in tur charges required. Requesting pa	nent to original Bill of Lading terms affecting either direct discharge to st be obtained by respective shipper, consignee, and/or it's designated crier, Charterer and/or designated Vessel Principal, prior to g considered by NEW ORLEANS TERMINAL. Once stevedores receive equested change from any of above authorized principals, NEW n, quote to requesting party, any assorting and/or other related rty must then submit written instructions authorizing acceptance and es specified, prior to NEW ORLEANS TERMINAL implementing		
EXCEPTIONS		602	
Except as otherwise provided herein, NEW ORLEANS TERMINAL shall have the full privilege, right and obligation to perform, or have performed, all loading or unloading services required as set forth in this tariff.			
Exception for trucks The choice of utilizing the services of NEW ORLEANS TERMINAL for full loading and/or unloading of trucks shall be left to the discretion of the cargo owner, shipper or receiver. The motor carrier or truck operator may designate the party to move the cargo within the truck. NEW ORLEANS TERMINAL reserves the right to change this practice upon (30) thirty-day notification to the Trade.			
NEW ORLEANS TERMINAL shall not be required to furnish pallets, dunnage packing, bracing, blocking or any other material required for such loading or unloading including bridge plates.			
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024		
50 NA	ISSUED BY – NEW ORLEANS TERMINAL LLC APOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115		

SECTION	VI – LOADING & UNLOADING (RULES, REGUI	ATIONS & CHARGES)	
APPLICATION			ITEM
The designation of a licensed of Item 604.	d independent lift operator shall be in accorda	nce with the requirements	602 (cont.)
however, should he elect to o coverage including, but not l such other insurance in such require. Failure to obtain an	e to load or unload self-propelled vehicles only do so, he shall furnish to NEW ORLEANS TERM imited to, Workers Compensation, Comprehen form and with such minimum limits as NEW ad submit evidence of such insurance coverage the use of the NEW ORLEANS TERMINAL faci	MINAL evidence of insurance nsive General Liability, and ORLEANS TERMINAL may es as required shall	
DESIGNATION OF LICENSE	D INDEPENDENT LIFT OPERATOR		604
	eceivers who desire to utilize the services of a d or discharge a truck, van or trailer, may do s		
Section III, Item 310, shall be shall notify NEW ORLEANS To cargo, naming the licensed in independent lift operator de NEW ORLEANS TERMINAL Tunless the NEW ORLEANS T	valid license, issued in accordance with the present authorized to perform this service. Cargo own TERMINAL in writing, prior to the anticipated independent lift operator authorized to perform signated by the cargo owner, shipper or receival Terminal Manager, and the request shall be concern the ERMINAL Terminal Manager notifies the approximate of the cargo owner, shipper or the cargo owner.	ners, shippers or receivers receipt or delivery of the m the service. The licensed ver shall be reported to the insidered asapproved, copriate party to the	
RESPONSIBILITY			606
a motor carrier, truck operat	pading and unloading services, as defined here tor, cargo owner, shipper or receiver shall per ect to all of the rules and regulations set forth	form such servicesin	
DOCUMENTATION FEE		608	
This fee shall be assessed for the distribution of paper work documentation to any and all truckers at any NEW ORLEANS TERMINAL wharf, terminal or container yard facility, whether FAXED OR HAND DELIVERED BY SENDER. THE TRUCKER WILL BE ASSESSED A DOCUMENTATION HANDLING FEE OF \$10.00 per page (including but not limited to cover page) for this service, payable at time of transaction. This fee shall be assessed to all land carriers without regard to party performing the loading/unloading service.			
delivery, nor shall this fee be	nd carriers in possession of proper documents assessed in connection with documentation or received by NEW ORLEANS TERMINAL.		
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
	ISSUED BY – NEW ORLEANS TERMINAL NAPOLEON AVENUE • NEW ORLEANS, LOUIS		

SECTION VI	- LOADING & UNLOADING (RULES, REGUL	ATIONS & CHARGES)	
APPLICATION			ITEM
APPLICATION OF LOADING/U SHIPMENTS	NLOADING CHARGES ON PALLETIZED A	ND NON-PALLETIZED	610
otherwise provided, apply to sh unloading, with one driver and o	ges applicable to palletized cargo, provided ipments which are palletized, skidded or u one forklift machine. On shipments not so p ling charges applicable to non-palletized ca	nitized to permit loading or palletized, skidded or	
	"REFER TO SECTION VIII"		612
PRODUCTION OF ACCURATES	SUPPORTING DOCUMENTATION		613
is the responsibility of the party	ation, with respect to specific billing inform receiving said services. Should supporting to be billed with respect to unloading/load rty requesting said services.	documentation not	
	to furnish incorrect billing information restlemented to furnition restlements of the formation restlements of the formation restlements of the formation will apply.		
SCHEDULING OF TRUCK APPO	OINTMENTS (Breakbulk Cargoes)		
The appointment desk hours are 8:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m., Monday through Friday. All appointments will be coordinated through the internet: CFSAPPT@notml.com or appointment desk, and all parties connected with the delivery or receipt of general breakbulk cargoes will be accorded equal access to available time slots on a first come first serve basis regardless of the party performing the loading/unloading service.		614	
Appointments will be scheduled	d on the present day for the next normal w	orkday only.	
NEW ORLEANS TERMINAL will not be responsible for any standby charges for delays to truckers.			
	OINTMENTS (Containers at NEW ORLEAN	IS TERMINAL Container	
The truck line or its authorized agent must access, through the Internet, the Napoleon-TOS system and register their truck line, provide dispatcher instructions and request an appointment for each truck before the truck enters the new Napoleon Avenue terminal (first time set up info provided via e-mail address: NOLAGATE@notml.com) Each truck must be completely registered with UTN placards installed on the drivers and passenger door and a compatible transponder tag installed.		615	
NEW ORLEANS TERMINAL will not be responsible for any standby charges for delays to truckers.			
SCHEDULING AND PLACEMEN	T OF RAILCARS		
The scheduling and placement of Terminal Manager.	of railcars shall be coordinated with the NE	W ORLEANSTERMINAL	616
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
50 N	ISSUED BY – NEW ORLEANS TERMINA APOLEON AVENUE • NEW ORLEANS, LOU		

SECTION VI -	- LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)	
APPLICATION		ITEM
NORMAL WORKING HOURS (E	xcluding Saturdays/Sundays/Holidays)	618
Friday 8:00 a.m. to 12 noon and work hours are Monday through	eceipt of general cargo, the normal work hours are Mondaythrough 1:00 p.m. to 5:00 p.m. For container delivery or receipt, the normal a Friday from 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m., except 00 p.m. and the receiving gates will close at 4:30 p.m. to allow for all 00 p.m.	
CHARGES APPLICABLE ON SAT THAN REGULAR WORKING TIM	TURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMESOTHER ME	620
When the party makes prior arrangements for performing the service to load and/or unload break bulk cargo/ Full or Empty containers on Saturdays, Sundays or Legal Holidays, or at hours other than 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. of regular working weekdays, the loading and/or unloading charges applicable to such operations shall be applied, plus associated overtime related costs, which are to be quoted on a case-by-case basis.		
Orders for weekend work must l workday.	be furnished to NEW ORLEANS TERMINAL by 1200 hours on previous	
COMPLIANCE WITH LAWS, RE	GULATIONS, ETC.	
functioning as set forth in this ta	perator and the cargo owner or instances of outside operators riff shall be responsible for compliance with all applicable laws, so federal, state and localauthorities.	622
RESPONSIBILITY RAILCAR DEMURRAGE AT BERTH		
	nloading services as provided in this tariff, NEW ORLEANS TERMINAL tive of the consignor or consignee of the cargo.	
Whenever NEW ORLEANS TERMINAL has ordered or approved the placement of railcars and the cars are actually or constructively placed in accordance with the order or approval, they shall be responsible to the consignor or consignee of the cargo for any railcar demurrage accruing by reason of failure to load, unload, or use and properly and timely release such cars, or by reason of failure to timely notify the switching carrier of the unsuitability of particular railcars. Responsibility for the railcar demurrage shall, in no event, accrue or result from delays caused by (A) consignor, consignee or his representative, or (B) the rail carrier, including failure of rail carrier to timely remove cars after they are properly and timely released, or (C) placement of unsuitable cars forloading.		624
Issued: Sept. 10, 2011	Effective: Nov. 15, 20	<u> </u> 24
50 NA	I ISSUED BY – NEW ORLEANS TERMINAL LLC APOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

SECTION VI – LOA	ADING & UNLOADING (RULES	S, REGULATIONS & CHARGES)	
APPLICATION			ITEM
Under no circumstances shall NEW ORLEANS TERMINAL be responsible to the consignor or consignee of the cargo for railcar demurrage which may accrue during the first two (2) days of loading (7:00 a.m. to 7:00 a.m.) or the first two (2) days of unloading (7:00 a.m. to 7:00 a.m.) following such actual or constructive placement. (See Rule 2A, N.O.P.B.R.R. Tariff NOPB 9019C, effective July 1, 1994.) NEW ORLEANS TERMINAL, subject to terminal space availability, reserves the right to limit the number of railcars, which can be spotted at our lease facilities on any given day and/or any given period of time. In such cases where either shed and/or open space may be limited, NEW ORLEANS TERMINAL will so advise Vessel, Agent, Carrier and/or Shipper as to actual number of railcars which can be spotted on a daily basis. On such occasions, NEW ORLEANS TERMINAL will only accept railcar demurrage based upon specific number of railcars previously agreed to in writing. Any and all railcar demurrage, which may occur in excess of this arrangement, will be for account of Shipper and/or Carrier and not for NEW ORLEANS TERMINAL.		624 (cont.)	
SELF-PROPELLED VEHICLES INSPE	ECTION THE CHARGES		625
NEW ORLEANS TERMINAL will prov the following rates:	ide labor to inspect all SPV's p	prior to receipt and/or delivery at	
(1)\$104.50 Automobiles/truck	ks under 5,000 lbs.		
(2)\$326.25 Each truck, tractor homes, etc. over 5,000 lbs.	, agriculture and grading road	d-making equipment, buses, motor	
(3)\$61.75 Service charge each, connect battery cables.	when necessary, to drain or a	add fuel or water or disconnect or	
PALLETIZED/UNITIZED/SKIDDED	CARGO		
(1) Trucks, Vans and Trailer Rates (A driver, one forklift machine)	pplicable only for unitized ca	argo amenable to handling by one	626
(a) Lump sum per truck, handle machines up to 10,000-pour	ed by standard Forklift nd capacity	\$157.00	
(b) Lump sum per truck, handle exceeding 10,000 pounds, b than 20,000 pounds capacit	out not greater	\$180.00	
(c) Lump sum per truck, for can machines of 20,000 pounds 50,000 pounds capacity	up to	\$301.00	
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
	SSUED BY – NEW ORLEANS T LEON AVENUE • NEW ORLEA		

SECTION	VI – LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)	
APPLICATION		ITEM
fork lift machine and	t, when handling loose pipe, using appropriate d/or machines, for flatbed trailers er industry approved pipe stakes\$235.00	626 (cont.)
fork lift machine and	s, when handling loose pipe, using appropriate d/or machines, for flatbed trailers astry approved pipe stakes\$435.00	
rolls, drums or barre	, for commodities in bales, bags, bundles, els, requiring the use of squeezer, clamp, /or any other special attachments	
(g) Use of mobile ramp off truck trailers equ	for driving rolling equipment on and/or ipment\$165.00 per truck	
Terminal labor/equip equipment units. Who request to assist with	arge covers use of mobile ramp only and does not include New Orleans oment to assist driver with either physical loading/unloading of rolling en New Orleans Terminal labor/equipment is furnished attrucker's loading/discharging of rolling stock, an additional hourly charge of lapply (minimum one-hour charge)	
(2) Railcar Rates [See Notes b	elow]	
Except as otherwise provided rate for railcars shall be lump	, the loading and unloading sum per boxcar\$525.00	
Exceptions (rates per ton of 2	2000 lbs.):	
cargo to/from separate shed l purpose of loading and/or un however, where long haul of c in shed areas located in excess Public Belt), the following true	pers and consignees, NEW ORLEANS TERMINAL will arrange to dray ocations, for the same and/or multiple Carriers, for the exclusive loading cargo to/from the same single railcar. On those occasions; cargo is required to achieve this purpose (multiple lots of cargo stowed so of 400 feet) from area where railcar is spotted by NOPB (New Orleans ck dray rates will apply, and which rates are in addition to separate for loading/unloading of railcar:	
(a) One Package up to S	ixteen Packages\$80.00	
(b) Over Sixteen up to T	Chirty-Two Packages\$160.00	
(c) Over Thirty-Two Pa	ckages up to Forty-Eight Packages\$240.00	
A, which would incur should N	in lieu of NOPB switching charges as per NOPB public tariff item 160 Part NOPB arrange shifting of cars to/from different cargo shed locations, as FERMINAL handling as proposed above.	
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	1
5	ISSUED BY – NEW ORLEANS TERMINAL LLC O NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

	N VI – LOADING & UNLOADING (R	ULES, REGULATIONS	& CHARGES)	
APPLICATION				ITEM
		LOAD	<u>UNLOAD</u>	626 (cont.)
Kraft Liner Board		<u>LOAD</u>	ONLOND	020 (conc.)
- Less than 800 lb. Rolls	3		\$14.02	
- 800 to 1600 lb. Rolls	,		\$10.13	
- Over 1600 lb. Rolls			\$10.13	
Newsprint		\$9.82	\$10.13	
Plywood, weight per ur	nit including pallet	Ψ7.02	Ψ10.13	
- 500 pounds to 999 pou		\$20.40	\$14.14	
- 1000 pounds to 1999		\$18.20	•	
	pourius	\$16.20 \$16.31		
- 2000 pounds and over Rubber			\$11.05	
	> (\$9.00		
	y) (reels or Spools) weight per unit	_	¢12.00	
- 500 pounds to 999 por		\$20.46		
- 1000 pounds up to 19	99 pounds	\$18.20	•	
-2000 pounds and over		\$16.31	\$11.40	
Woodpulp, in packages wei	ghing			
- less than 800 pounds	_	\$18.83		
ر 999 - 800 pounds up to		\$18.83		
- 1000 pounds and over		\$18.83		
- when unloaded from	barges	\$18.83	\$14.95	
NON-PALLETIZED, NON-U (Applicable to trucks and ra	NITIZED CARGO uilcars, except as otherwise noted. R	ates per ton of 2,000	pounds.)	628
		LOAD	<u>UNLOAD</u>	
USDA bagged cargoes, railc	ar anly	LUAD	\$35.00	
Explosives	ai Olliy	Dr. Chagia		
Vehicles			l Agreement	
	ble where charges are provided in o		l Agreement	
- 60 pounds or unde		\$22.48	\$22.03	
- over 60, but less tha		\$19.70		
- 100 pounds or over		\$20.84	•	
(2) In barrels or drums		Ψ20.01	Ψ20.75	
-under 200 pounds	eden weighing.	\$29.02	\$30.86	
-200 pounds or over		\$20.16		
(3) In boxes or crates e		\$20.10	Ψ21.Τ1	
-under 30 pounds	acii weigiiiig.	\$31.55	\$32.55	
-over 30 pounds		\$31.33 \$28.03		
	r in bales, bundles or loose	\$28.03 \$33.88		
(4) III ottler packages o	i iii baies, buildies of loose	\$33.00	\$32.30	
Issued: Sept. 10, 2011		Effec	tive: Nov. 15, 20	024
	ISSUED BY – NEW ORLEAD 50 NAPOLEON AVENUE • NEW OR		0115	

SECTION	VI – LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)		
APPLICATION		ITEM	
DAMAGED CARGO	DAMAGED CARGO		
Rates furnished upon request			
HEAVY LIFTS		632	
result of either dimensions ar with a single fork lift machine loaded and/or unloaded from	ges shall be assessed on each single piece or package of cargo when as a nd/or weight of individual piece or package does not allow safe handling and a shore crane is required for handling, only when such cargo is nor to open top railroad cars, trucks, vans and trailers and are in lieu of blished in Section Six of this tariff:	5	
	rified, and valued at not more than per net ton of 2,000 pounds)		
	cified, and valued over \$300,000 ng rate will be quoted on a case-by-case basis.		
	se lifts requiring one (1) single shore crane and is subject to a minimum d/or above published tariff rates, whichever is greater.		
HANDLING DAMAGE FREE F	EQUIPMENT	634	
Whenever the party performing the service is required to load/unload railcars or trucks, vans or trailers designated as damage free vehicles, there will be a charge of \$1.15 per ton of 2,000 pounds in addition to the commodity handling rate as compensation for work performed in handling bracings which are part of the vehicle			
CHARGES FOR SPECIAL COM	NSTRUCTION, BRACING AND STACKING		
Loading of cargo requiring special construction, bracing, and stacking, in accordance with instructions and orders received prior to the loading operation, will be loaded at the applicable rate plus the actual cost of labor/materials plus 15 percent.			
SPECIAL HANDLING EQUIPM	MENT CHARGES		
Rates for commodities, except heavy lifts, when because of their size, configuration, or the construction of or location of the rail car or truck, must be loaded or unloaded to or from rail cars, barges or trucks by water derricks, floating cranes or mobile cranes, shall be by special agreement.		638	
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	ļ	
5	ISSUED BY – NEW ORLEANS TERMINAL LLC O NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115		

SECTION V	T – LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)	
APPLICATION		ITEM
SPECIAL SERVICES		640
to making cargo available for sa wiring any cargo; reconditionin barges, lighters and trucks, vans	for special services not covered in this tariff, including but not limited ampling; bagging, boxing, crating or sacking any cargo; banding or ag any cargo; coopering; papering floors, walls or doors of railroad cars, s and trailers, may be provided at actual cost of labor/materials plus 15 DING AND UNLOADING in Item 600 of this tariff).	
	netal bracings or lashings of cargo, the charge, in connection with the scial services, shall be cost of labor/materials and equipment plus 15	
the loading of freight, NEW ORI carrier, or enter into an agreem suitable for the safe loading of f	s, in its obligation to furnish rail cars, clean and otherwise suitable for LEANS TERMINAL shall have the option to reject such cars to therail tent with the rail carrier to clean and/or otherwise make such car is freight for account of the rail carrier, and the aforesaid charges for such to the rail carrier at the cost of labor/equipment plus 15 percent.	
CHARGES FOR SEGREGATION	OF CARGO	642
than two shipping marks per ve	trailer (all hereinafter referred to as "vehicle") contains cargo of more whicle and the cargo must be segregated by marks in accordance with owing segregation charges will apply on unloading, to be billed to the e wharf or terminal facility:	
(1) All articles, except cotto 3 to 8 marks per vehicle 9 to 15 marks per vehicle Over 15 marks per vehicle	on: Per Vehicle \$70.36 \$110.21 \$149.67	
(2) Cotton, in bales: 3 to 5 marks per vehicle Over 5 marks per vehicle	<u>Per Bale</u> \$0.64 \$1.01	
CHARGES FOR ACCUMULATION	ON OF CARGO	
When any vehicle requiring accumulation or assembly of cargoes of multiple marks/sizes or mixed bills of lading other than straight bill of lading, for loading to any vehicle, the following charge will apply in addition to any normal loading charge regardless of the party performing the loading service, to be billed to receiving party at the wharf or terminal shall apply:		644
All articles in any of above of 3 to 4 marks/sizes per vehing 5 to 8 marks/sizes per vehing over 8 marks/sizes per vehing 6 marks/sizes 9 mark	scle \$ 70.36 scle \$149.75	
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
<u> </u>	ISSUED BY – NEW ORLEANS TERMINAL LLC NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

	SECTION VII – TERMINAL AND EQUIPMENT CHARGES	
APPLICATION		ITEM
TERMINAL CHARGE - CONTAI	NERS	700
Terminal charges are based upon be charged rates in accordance	on straight time only. Containers received/delivered in overtime will with Tariff Item 620.	
DOCUMENTATION		702
	form the necessary clerical work to effect physical exchange of the en the motor carrier (or its agent) or water carrier and the Terminal	
	of the equipment at exchange, may be documented by Recorded bring or leaving the NEW ORLEANS TERMINAL, LLC. terminal gate	
	iges from file, will be provided for \$38.25 per interchange requested.	
RESPONSIBILITY FOR DELAYS		
highway trucks or detention on	ed by the Terminal Operator for delays or demurrage on railroad cars, vessels, as well as interruption of service due to heavy rain, flooding, es beyond its control and not the fault of the Terminal Operator.	
CONTAINERS LOADED IN EXC	ESS OF RATED CAPACITY	704
excess of their rated capacity. N equipment (designed for mover way to lift, move or transport a	published in this tariff are not applicable to containers loaded in either the terminal nor the crane owner will permit its mechanical nent or carriage of containers) or the container crane to be used in any container loaded in excess of its rated capacity, should the terminal to lift, move or transport a container which is loaded in excess of its	704
rated capacity, the party or part claims, demands, and suits for d	ies, causing such unauthorized use shall be held liable for all losses, lamage including damages for death and personal injury, and including neident to or resulting from such unauthorized use.	706
Containers delivered to the term at the gate and not received.	ninal by inland carrier in excess of their rated capacity will be rejected	
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
501	I ISSUED BY – NEW ORLEANS TERMINAL LLC NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

:	SECTION VII – TERMINAL AN	ID EQUIPMENT CHARGES	
APPLICATION			ITEM
LOSS OR DAMAGE			708
watching functions to serve as an all construed as insurance in the case	ert in the hope of preventing the of either fire or theft. The watchi ken to prevent theft to the best o	nt of this is to supply personnel to do ordinary eft and/or fire, but it is not intended to be ing service provided is a private service and, of its ability, but does not guarantee it nor	708
damage or loss nor for the condition	n of contents or damage contair	tor will not accept responsibility for concealed ners when received in damaged condition from consibility for contents of containers, which do	
Containers delivered to the terminal not received by the terminal.	ıl by inland carrier without seals	or without intact seals will be rejected and	
	ediately seal such containers and	al accept containers without seals or without d a sealing charge will apply. Responsibility	
its servants. In all events its liability package or customary freight unit. to facilitate loading or unloading to deemed to be subcontractors of eac	t be liable for any damage unless will be limited to the lesser of the For containers containing goods and from the container, the "pack ch carrier for the purpose of inclu	s caused by its negligence or the negligence of the actual damages caused or \$500.00 per loaded to pallets or other packaging utilized ckage" for purposes of this calculation shall be usion in "Himalaya" clauses of the carrier's bill subcontractors with the benefit of the carrier's	710
Containers having damage or varia equipment will not be received in t	nces which may impede normal ne marshalling yard unless prior	which impede normal movement movement with the terminal's mechanical arrangements have been made with the labor and equipment basis of cost plus 25%.	712
		ge of a mafi trailer will be assessed a fee of s are made with New Orleans Terminal.	713
	with Terminal Operators and cra	OTHER THAN 20'/40' ane owner by the authorized agents of the gths other than 20' or 40' will be handled.	714
INSPECTION OF OFF-HIRE/SALE	BOXES ON TERMINAL PREMISI	ES	
a) Visually Inspect Boxes at their ex	sisting place of rest in yard	\$100.00 per each inspection	715
b) Ground boxes for inspection pur	poses	\$115.47 per each inspection	
Note: Any and all re-handles requir \$75.00 per each re-handle.	ed to position boxes for inspection	on purposes to be charged additionally at	
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
50	ISSUED BY – NEW ORLE NAPOLEON AVENUE • NEW (ANS TERMINAL LLC ORLEANS, LOUISIANA 70115	

SECTION VII – TERMIN	NAL AND EQUIPMENT CHARGES	
APPLICATION		ITEM
SEALING OF CONTAINERS Any verification and/or sealing of containers requested by the line of the sealing of containers requested by the line of the sealing of containers requested by the line of the sealing of the s	or their agents will be charged at \$100.00 per container.	716
EXPLOSIVE AND RADIOACTIVE CONTAINERS (IMPORT OR EXPORT ANY Explosive, Radioactive Container or any container with an IMO or delivered to New Orleans Terminal LLC within 24 hours of vesse agencies. For vessels working on weekends and/or holidays these cobusiness (COB) on the first available business day or as directed by Containers not removed or delivered within this period will be sub-	Class 1 or an IMO Class 7 rating must beremoved from el working or as directed by local governmental containers must be removed or delivered by close-of-local governmental agencies.	717
each unit, until said containers are removed.	ject to a rate of \$550.05 per day of fraction thereof, per	
LOADING/UNLOADING CONTAINERS/CHASSIS RAILROAD CARS The following rate applies to standard ISO containers handled at the		718
\$123.00 per container, COFC \$185.00 per TOFC lift		
Surcharges applicable to containers not loaded to or discharged from	m a vessel at the Port of New Orleans	
\$75.00 per full container \$75.00 per empty container		
NOTE: Above rate includes placing and/or removal of twist locks, d mounting/grounding for units within the confines of the New Orlea		
CHARGE FOR "HANDLING CONTAINERS" EMPTY OR LOADED IN The Terminal will handle containers, empty or loaded in the marsh terminal, which NEW ORLEANS TERMINAL does not have this servi per handled container. All Flatracks will be received with the bulkheads in the down positi per unit to put the bulkheads down.	alling yard at the following charges, for users of the ice covered under a current stevedoring contract, \$138.10	720
RETURN TO SHIPPER FEE Any export container which has already been received and is reque	ested to be removed will have a fee of \$325.00 per unit.	721
CHANGE OF VESSEL, VOYAGE OR PORT Any export booking that is rolled, transferred, has port changes, ves etc., are subject to a flat rate fee per container already received of \$70 is affected are not subject to this fee.		722
The above rate applies to any and all changes made prior to vessel c vessel cut-off date and time, all related labor personnel and necessa basis as per actual hours required.		
CHARGE FOR INTERCHANGE OF EACH CONTAINER/CHASSIS IN \$75.00 per each Equipment Interchange Report. For inspection and see separate overtime charges to apply as per Item 620.		723
CHARGE FOR TERMINAL MODERNIZATION/TERMINAL MODER A charge of \$25.50 per loaded container will be assessed as a Termi		724
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
	V ORLEANS TERMINAL LLC NEW ORLEANS, LOUISIANA 70115	
SO THE OLLOW IT LIVE T	011221110, 200101111117 0110	

APPLICATION		SECTION	VII – TERN	MINAL AND EQ	UIPMENT	CHARGE	S	
APPLICATION								ITEM
UNUSABLE EQUIPMIStorage of containers handle cargo for vesse notified in writing that equipment still is unu \$30.40 per day will be arrangement of neces estimate may be stack fee of \$62.87 As an alternative to acwritten transfer releat Terminal Operator wifee of \$1,600.00 per 6	or chassis wells calling at they have fesable to move levied until sary repairs and at NEW Corruing storate from actull arrange to	ith major of the specificive (5) day we cargo an the equipr . Contained DRLEANS Toge charges al owner of dispose/re	c terminal, vesto repair of the remains of the repairs or chassis ERMINAL dies on heavily of equipment	will not be permit or remove the equ in the facility in a ired/removed an that do not recei iscretion. Retriev damaged empty assigning owner	ted. Owner sipment. If damaged conditions described by the damaged containers are to the damaged by the damaged	rs of such e after prop condition, a prization is approval w quipment or chassis	equipment will be renotification to a storage charge received for rithin 5 days of will be charged and based upon NSTERMINAL,	oe he e of a
STORAGE FOR EMPT	Y CONTAIN	ERS						726
Empty containers, wh following formula: Free allocation of empty volume in TEU. "Heavy leg loaded convolume or the loading annually based on Oct services, the calculation months' worth of activ October recalculation Any excess empty contelling per calendar day FREE TIME AND API Import: loaded contain business days. Application and calendar days.	atainer volung loaded controler 1 to Se on will be ba wity, at which is done. tainer TEU's of excess. PLICABLE D mers shall be stable charges to the shall be states.	rs shall be of the stored free o	ed as the higher in TEU or and will be first 8 week calculation we above-calculation of charge for e as the below	I times the week gher of the average in a weekly basis. I applied based us is of activity and a will be redone an culated amount s GON LOADED CO Respective Shipp w table (excluding	kly average ge vessel di This avera pon the pri applied retr d will be us hall be invo	e heavy leg ischarge lo ge shall be ior years' o roactively sed until so biced at a r S	loaded container calculated calculation. For until there is 3 uch time as the rate of \$5.07 pe	new
Import	20'	40'	20'/40' ISO Tanks	Export	20'	40'	20'/40' ISO Tanks	
	ć= 00	\$10.00	\$25.00	Days 11-15	\$5.00	\$10.00	\$25.00	
Days 6-10	\$5.00			Days 16-20	\$10.00	\$20.00		
Days 6-10 Days 11-15		\$20.00	\$50.00	24,5 10 20	7 - 0 - 0 - 0			
	\$10.00	\$20.00 \$30.00	\$75.00	Days 21-25	\$15.00	\$30.00		
Days 11-15	\$10.00 \$15.00		\$75.00		t	\$30.00 \$50.00	\$75.00	
Days 11-15 Days 16-20	\$10.00 \$15.00	\$30.00 \$50.00	\$75.00 \$100.00	Days 21-25	\$15.00		\$75.00 \$100.00	

50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115

35	CTION VII – TERMINAL AND EQUIPMENT CHARGES	
APPLICATION		ITEM
will be deemed as being stored fo (2) Upon discontinuation of a regular on all equipment remaining on the t	leemed to be in storage for the account of the discharging ship; no containers r the account of the load backship. Tuser service, ten (10) consecutive calendar days free time will be allowed erminal after the discharge of the last vessel. Following expiration of free ssessed at the rates as set outabove.	727
(3) NEW ORLEANS TERMINAL reser	ves the right to implementexceptions.	
FREE TIME AND STORAGE ON CHAS	SSIS	728
	t charge for customers stevedoring vessels or the pool operator at each of such chassis does not exceed 33% of the average weekly heavy leg loaded ngth of chassis.	
All empty chassis stored on the termi storage charge of \$8.00 per TEU per	nal in excess of the number allowed free storage will be charged a daily day.	
NOTES:		
(1) NEW ORLEANS TERMINAL reser	ves the right to implementexceptions.	
FREE TIME AND DEMURRAGE ON I	OADED CONTAINERS	
1. DEFINITIONS		729
	ner(s)" includes container equipment and containerized cargo. The term o within the container(s) and does not include the container equipment.	
	ed period during which container(s) may occupy space on the terminal ediately prior to the loading of such container(s) on the vessel.	
C. Import Free Time – The specific facility free of demurrage after	ed period during which container(s) may occupy space on the terminal discharge of such container(s) from the vessel onto the terminal facility.	
D. Commencement of Demurrage free time.	– Demurrage will commence on the first calendar day after the expiration of	
E. Demurrage - A charge assessed expiration of free time.	against the container(s) remaining in or on the terminal facilities afterthe	
2. COMPUTATION OF FREE TIME PE	ERIOD	
	s) shall commence at 12:01 a.m. on the day the said container(s) is received minate at 11:59 p.m. on the final day of free time.	
	(s) shall commence at 08:00 a.m. on the first calendar day following unit and will expire on the last day of free time.	
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	

S	ECTION VII – TERMINAL AND EQUIPMEN	T CHARGES	
APPLICATION			ITEM
AFFIXING AND/OR REMOVAL OF I	LACARDS TO/FROM CONTAINERS		730
When requested, terminal operator a container and/or chassis.	vill charge a fee of \$44.13 per each placard eith	ner removed and/or affixed to	
INSPECTIONS AUTHORIZED FOR OR REGULATORY AGENCIES INCLUDI	OMPLIANCE WITH U.S. GOVERNMENT REGU NG COAST GUARD INSPECTIONS:	JLATIONS AND/OR OTHER	731
	y government regulatory agencies such as U.S. en required, shall be charged to the Carrier and		
when such services are required, I	t allow outside vendors to open containers for IEW ORLEANS TERMINAL Personnel will arrar reach container will apply and will be charged on case by case basis.	nge to furnish such services	
empty containers either at shipsid	itiative inspections requiring X-RAY examination in the location and/or in yard, USDA interior and/or ld and/or other regulatory inspections as may	r exterior inspections of	
1. Inspections carried out at shipside	locations \$225.00 per each container inspecte	ed.	
furnished to NEW ORLEANS TERM approved users of the New Orlean pool will be subject to a rate of \$3 commence and containers are alre locate/remove/replace specific co	r marshaling yard \$285.00 per each box inspe INAL, prior to commencing vessel load and/or s chassis pool. Steamship lines not approved to 0.00 per container. If information is received a ady in a stacked position in the marshalling yan ntainers numbers to/from stack, including re-such purposes, an additional re-handle charge of	discharge operations for the New Orleans chassis after vessel operations and it becomes necessary to stacking of any and all	
	g of boxes for inspection purposes including mo tainers to/from XRAY equipment locations or o narshalling yard locations.		
responsibility for release of agency initiates a direct ollows. In the such, prior to all cargo remains a carrier, guaranteeing payodirect collection of inspect Carrier. Containers, in the	is received in NEW ORLEANS TERMINAL' dire of containers placed on hold by any Governmen oligation for compliance, by NEW ORLEANS TENAINING in our care and custody being released will either have to be paid in full and/or writtenent of all related inspection fees. NEW ORLEA ion fees from any other involved party, other tinterim, which are placed on hold by NEW ORLEA iove specified credit terms, will continue to inc	nt and/or related regulatory RMINAL on Carrier's behalf. As from our possession, en notification received from ANS TERMINAL will not handle than vessel agent and/or LEANS TERMINAL as a result	
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024	
50 N	I ISSUED BY – NEW ORLEANS TERMINA APOLEON AVENUE • NEW ORLEANS, LOU		

A DDI ICAMION		PMENT CHARGES	
APPLICATION			ITEM
ELECTRICAL SERVICE AND TE THE TERMINAL	MPERATURE MONITORING OF REF	FRIGERATED CONTAINERS AT	732
\$77.31 per container, per each	ish electrical power to refrigerated a wenty-four (24) hours or any fraction any subsequent rate increase(s) passeans Entergy Corporation.	on thereof. Rate is subject to	
When requested, NEW ORLEAN on a fixed minimal number of bo	S TERMINAL will provide temperatu oxes to be monitored each day.	re monitoring service rates based	
	nd its' affiliated companies providing equipment, except as authorized in apanies.		
total liability of New Orleans Te agents (collectively and individu refrigerated container (regardle refrigerated container) in the ev shipment incurred or sustained ORLEANS TERMINAL", regardle	rvices at the quoted prices for refrigorminal LLC, its parent and affiliated of ally "NEW ORLEANS TERMINAL") is ss of the number of packages, pallets ent of any damage sustained by contwhile said cargo is in the possession as whether such damage or delay was igence of, breach of duty of, breach of EANS TERMINAL.	corporations, their employees and s limited to \$500.00 per s or customary freight units in the tainerized cargo or any delay in its , custody or control of "NEW as caused by, in whole or in part,	
claims, suits or damages in exce related to such damage or delay strict liability, breach of duty, br and also agrees to pay all attorn this provision. Should customer	emnify and hold NEW ORLEANS TER ss of \$500.00 per refrigerated contain to the containerized cargo, regardlest each of warranty, or breach of contr ey fees and costs incurred by NEW O wish to have a greater limit of liabili INAL is to be contacted to discuss th	iner, arising out of or in anyway ss of the partial or sole negligence, ract of NEW ORLEANSTERMINAL RLEANS TERMINAL in enforcing ty or to arrange insurance	
TEMPERATURE/SYSTEM DOV TERMINAL	VNLOADS OF TEMPERATURE CON	FROLLED CONTAINERS AT THE	
	rmation downloads of compatible te roperty may be provided at the rate		

APPLICATION			ITEM
THE LIGHTION			111111
CONTAINERS/CHASS TERMINAL	SIS INTERCHANGED BETW	EEN CARRIERS/OTHER PARTIESINSIDE	736
remove old I.D. placar equipment from one s	rds and attach new I.D. placa stack to another for this char	ring the equipment. The Terminal Operator will rds and will make one rehandle to move the rge. Any additional rehandles will also be paid by the add an inspection of the equipment.	
CHARGE OF RENTAL	. EQUIPMENT (Hourly Basi	s)	
basis and such charge		w, when available, will be quoted on a case-by-case with no operator. A fuel surcharge of ten percent will described below.	737
Operators for any of t (25%) for all pay time		(Maintenance) (Pickup truck) (5,000 lbs. and under capacity) (10,000 lbs. and under capacity) (30,000 lbs. and under capacity) (52,000 lbs. and under capacity) (25,000 lbs. and under capacity) (85,000 lbs. and under capacity) (80,000 lbs. and under capacity) (90,000 lbs. and under capacity) (Cotton clamp attachment) (Paper clamp attachment)	
Issued: Sept. 10, 201	1	Effective: Nov. 15, 2024	

	SECTION VII – TERMINAL AND EQUIPMENT CHARGES	
APPLICATION		ITEM
	LY TO BREAK BULK CARGO RECEIVED AT NEW ORLEANS TERMINAL DRING IS PERFORMED BY OUTSIDE STEVEDORE	738
Operator functions for the prostevedore based on \$8.60 per t	ry documentation, clerking, security and other customary Terminal per care, custody and control of cargo will be charged to outside ton. Cargo will not be released from NEW ORLEANS TERMINAL care, time that terminal charges are paid in full prior to release for loading.	
CARGO TURNOVER FEE FOR LATER DRAYED AWAY FROM	BREAK BULK CARGO PREVIOUSLY RECEIVED ON TERMINALAND I TERMINAL	
authorized by original received	rgoes previously received by Terminal Operator to other entities r of cargo a turnover fee of \$13.38 per ton will apply. Terminal charge lease of cargo by NEW ORLEANS TERMINAL.	740
FACILITY ACCESS CHARGE		
A onetime charge of \$5.51 per container for each loaded container of non-vessel related cargo that enters or leaves NEW ORLEANS TERMINAL terminal facilities, which is stored and/or stuffed at the facility but is not loaded on or off any vessel at any Board of Commissioners of the Port of New Orleans Facility.		742
REHANDLING CONTAINER A	ND TERMINAL DRAYAGE CHARGES	743
Rehandling container charge \$	75.00 for each rehandle.	
Terminal drayage (withing NO	T) \$100.00 for each dray.	
Inter-Port Drayage \$250.00 fo	r each dray.	(N)
NEW ORLEANS TERMINAL will deliver Carrier empty containers ex yard on the basis of last in and not by specific container number and/or oldest available unit. Full import loads, when the same Bill of Lading provides for multiple boxes, NEW ORLEANS TERMINAL will deliver the first available import box within the same Bill of Lading and not by individual container number. Should empty container equipment and/or full import loads be requested by individual container number, party requesting same to be charged rehandle tariff charge referred to above.		
NOTE: These charges will be a	ssessed to the party requesting service.	
Truck lines that fail to park chassis in correct location (bad chassis location or good chassis location) may be assessed a drayage charge for relocating chassis to correct parkingarea.		
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
50	ISSUED BY – NEW ORLEANS TERMINAL LLC NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

SI	ECTION VII – TERMINAL AND EQUIPMENT CHARGES	
APPLICATION		ITEM
	USE OF THE BOARD OWNED CONTAINER CRANES CAN BE FOUND IN K DEPARTMENT TARIFF – FMCT NO. 2, SECTION 512.	745
STACKING/UNSTACKING CHASSIS, TO APPLY:	/FLATBED TRAILER AND/OR FLATRACK EQUIPMENT - PER UNIT RATE	746
A. <u>Yard Stacking of chassis and/or</u> 1) Units of three high – rate is \$ 2) Units of four high – rate is \$	\$350.00 per unit of three each.	
B. <u>Road Stacking of Chassis Includ</u> 1) Units of three high – rate is \$ 2) Units of four high – rate is \$		
C. <u>Road Stacking of Chassis which</u> 1) Units of three high – Rate is 2) Units of four high – Rate is \$	\$400.00 per unit of three each.	
D. <u>Placing Flatrack Ends Up or Dov</u> To either place ends up or dow	vn: n on flatracks stacking, dispatch, etc. the rate is \$34.46 perflatrack.	
NOTE: NEW ORLEANS TERMINAL ac	ccepts no responsibility for any banding loosened by vibration.	
CHARGES FOR ABANDONED EQUIP	PMENT	747
All equipment left on the terminal without a properly completed Interchange to receive the equipment will be presumed to be abandoned.		
days or fraction thereof, and storage Beginning with the eighth calendar of	hall accrue at a rate of \$50.00 per day for each of the first seven calendar charges will continue to accrue as long as equipment remains on the terminal. lay or fraction thereof, storage charges shall increase to \$150.00 per day. In ove the equipment out of the way of normal operations will be for the account	
The terminal reserves the right to see days of notification to the actual equ locate the owner through the local n	ell any abandoned equipment to recover all charges due within five working ipment owner, either by certified mail or within two weeks of an attempt to ewspaper and/or via our web site.	
RECEIPT OF STOW PLANNING DOO	CUMENT	
	received by 1600 the day prior to the vessel arrival. If received after 1700, 50.00 for clerical overtime in preparing the vessel stowage.	748
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
50 N	ISSUED BY – NEW ORLEANS TERMINAL LLC APOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	

PORT OF NEW ORLEANS NEW ORLEANS TERMINAL LLC PORT OF NEW ORLEANS

SECTION VIII - CREDIT/PAYMENT PROCEDURES	
APPLICATION	ITEM
SOLAS/International Maritime Organization's Verified Gross Mass (VGM)	749
All containers received thru the New Orleans Terminal gate complex will be accepted in variable trucker's weight supplied from the New Orleans Terminal appointment system. Using the current practice of secondary weighing of units with non-certified scaling devis consistent with OSHA 29 CFR 1918.85(b) and 1917.71(b), units would then be received in export load (via truck, rail or barge) and planned accordingly into the respective contained basis these secondary weights. New Orleans Terminal does not accept any liability in the being offered to the respective shipping line.	es and being n as an er yard stacks
If at any time the VGM received changes the weight class or block/stack which the contain been set for in the yard, all rehandles / drayage's etc. will be for the account of the respec line. If by the time of the general cargo cut, the VGM has not been electronically received respective SSL, those containers will be rolled to the next vessel with the all respective chapplied.	tive shipping from the
REQUEST OF PHOTOS OR ESTIMATES FOR CONTAINERS OR CHASSIS	
Estimated repair fee for containers or chassis that are not repaired by N.O.T., \$100.00 per estimate	750
Request of photos of carrier equipment (e-mail photos only), a photo fee of \$25.00 for 1-8 photos a \$30.00 for 9+ photos (up to max of 15 photos).	nd/or
CHARGES FOR HAZARD/ENVIRONMENTAL CAPTURE BIN/CART	751
At the Terminals discretion, any unit(s) posing a hazard and/or environmental risk to New Orleans LLC, the use of the hazmat bin and or like containment equipment will be subject to \$700.00 for call 1-7, \$900.00 8-10 and \$1,300.00 for each calendar day thereafter until unit is fully clear of contained environmentally cleaned. This does not include any associated clean up fees, special handling fees uper usage, and/or replacement fees which may be incurred.	lendar day er and
	752
SPECIFIC STOWAGE YARD HANDLES Units with requested vessel stowage that result in added yard handles to accommodate, will be substowage yard handling fee as set forth in ITEM 715 Re-handle fee.	oject to a
Issued: Sept. 10, 2011 Effe	ective: Nov. 15, 2024
ISSUED BY – NEW ORLEANS TERMINAL LLC 50 NAPOLEON AVENUE • NEW ORLEANS, LOUISIANA 70115	;

NEW ORLEANS TERMINAL LLC DOCK DEPARTMENT TARIFF PORT OF NEW ORLEANS

SECTION VIII - G	CREDIT/PAYMENT PROCEDURES	
APPLICATION		ITEM
EXTENSION OF CREDIT		800
time extend credit to any user or other person conductive extension of credit shall be pursuant to provisions of this person establishing and maintaining single transaction of (125%) of maximum liability per single transaction or a bond must be acceptable to NEW ORLEANS TERMINAL suspended or terminated by NEW ORLEANS TERMINAL acceptable to NEW ORLEANS TERMINAL chief financial	is tariff, or amendments thereof, by such user or other annual surety bond with one hundred twenty-five percent innual maximum liability. The form and content of such chief financial officer. Further extension of credit may be a, subject to establishment of added or extended credit officer. Extension and continuation of said credit shall be airty (30) days subject to terms and conditions outlined in Furthermore, NEW ORLEANS TERMINAL reserves the	
PAYMENT OF CHARGES		802
All charges incurred under the provisions of this tariff at credit has been previously established by the customer. If credit is extended, all tariff charges must be paid in ful Customers with account balances older than thirty (30) customer shall immediately and automatically have credit in the count balances.	with the NEW ORLEANS TERMINAL chief financial officer. ll within thirty (30) days from the date of the invoice. days will be classified as delinquent. Any delinquent	
Furthermore, account balances greater than sixty (60) of said customer shall lose any collection fee that may have outstanding tariff charge.		
CHANGES IN CREDIT STATUS		804
NEW ORLEANS TERMINAL shall notify customers by cercustomer has previously posted, by certified mail, one (2 with the chief financial officer. It is the customer's obligother cases, NEW ORLEANS TERMINAL is under no oblistatus.	1) customer contact name and the correct mailing address ation to keep this information valid and current. In all	
DELINQUENT LIST AND CHARGES		806
use of all NEW ORLEANS TERMINAL facilities until all d		
Issued: Sept. 10, 2011	Effective: Nov. 15, 2024	
	NEW ORLEANS TERMINAL LLC UE • NEW ORLEANS, LOUISIANA 70115	

	SECTION VIII - CREDIT/PAYMENT PROCEDURES	
APPLICATION		ITEM
	/ICES WHEN PERFORMED FOR PRINCIPALS WI T IN EFFECT WITH NEW ORLEANSTERMINAL	HO DO NOT HAVE 807
rates for all Principals requesting stevedoring/terminal services wit	TERMINAL to amicably negotiate pre-determined performance of either break bulk and/or Containe thin the Port of New Orleans. For those Principals ed Contractual rate relationship with NEW ORLE Additions will apply:	er who choose not to
a) Palletized Break Bulk Cargo \$30 b) Non-Palletized Break Bulk Carg c) Containerized Cargo \$300.00 pe	so \$53.54 per short ton of 2,000 lbs.	
expense when and if required and standbys/detentions/guarantees costs will be billed additionally to supplied to vessel on an as availab applicable charges relating to perf	ed upon straight time work and exclude Gantry/Sh/or any and all resulting labor/crane of any nature, as incurred by the stevedore. Overt the accountable party authorizing same. Labor will basis only. In addition to above stevedoring relations of any and/or all associated terminal received exercising charges specified in current NEW ORLE	ime differential ll be ordered and ated charges, all quired services
VALIDITY OF CHARGES		000
TERMINAL, the matter must be re TERMINAL, Accounts Receivable I	h regard to the validity of any invoice issued by N duced to writing and sent certified mail to NEW O Department, 50 Napoleon Avenue, New Orleans, I ntation of the invoice in question. Any invoice not will be considered valid and final.	RLEANS ouisiana 70115,
HANDLING AND STORAGE OF M	ETALS/STEELITEMS	
will not be responsible for any dar Shipper's request, rates set out in Shipper's risk, but terminal operat method of temporary protection. S require covered storage immediat their inability to take delivery of c must be arranged for prior to arrive	open uncovered handling and storage, and the Te mage caused by steel so being in such unprotected this tariff will be assessed, and steel will be tarped tor shall not be liable for any weather damage arishippers and consignees are urged to remove steely upon discharge or accept any resulting weather argo. Protection or inside storage for steel items of such items on terminal property; and such proded only if such protection or inside storage spaced Operator.	d areas. At d and blocked at sing fromthis el items which er damage for requiring same protection or
Issued: Sept. 10, 2011		Effective: Nov. 15, 2024
50 NA	ISSUED BY – NEW ORLEANS TERMINAL LLC POLEON AVENUE • NEW ORLEANS, LOUISIANA	70115

ADDITCATION		ITEM
APPLICATION		IIEM
EXONERATION FROM LIABILITY		816
A. General Provisions:		
shall not be responsible for loss, or other property unless said los	warrant its services or its performance and injury or damage to vessels, persons, cargo ss, injury or damage is caused by the Terminal asonable care in the performance of its	
B. Force Majeure:		
or to other property in its posses frost, moisture, heat, leakage, ev elements or an Act of God, or for or lockouts, walkouts, picketing,	perator be liable for loss or damage to cargo ssion caused by shrinkage, degradation, fire, aporation, theft, rodents, insects, thenature delay, loss or damage resulting from strikes or restraint of labor from whatever cause, any other causes beyond the Terminal	
C. Concealed Damage:		
The Terminal Operator shall not condition of cargo or goods pack	be liable for concealed damage or for the ked in containers.	
LIMITATION OF LIABILITY		817
damage or delay of cargo or other p package or per unpackaged freight of Consignor, Charterer, Carrier, Consi herein, declares in writing a higher charges for services herein set forth each package, unpackaged freight u payment the Terminal Operator sha to the extent of said full declared va resulting solely from the Terminal Operator	r's own negligence shall the Terminal Operator be liable for loss, roperty for a sum in excess of five hundred dollars (\$500.00) per unit or per customary freight unit unless the Bailor, Shipper, ignee or Receiver, prior to the commence of services provided for value and pays to the Terminal Operator, in addition to the other a, a premium computed at one percent (1%) of the declared value of unit or customary freight unit. In the event of such additional all be liable for loss, damage or delay to cargo or other property only lue of each such package or unpackaged freight unit and only if Operator's failure to exercise reasonable care in the performance of the erein is exclusive of all other remedies.	
Issued: Sept. 10, 2011		2024