
Dock Department Tariff

Issued by

**New Orleans Terminal LLC
Port of New Orleans**

May 3, 2023

New Orleans Terminal LLC

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PORT OF NEW ORLEANS
NEW ORLEANS TERMINAL LLC
DOCK DEPARTMENT TARIFF

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APPLICATION	ITEM
<p>TERMINAL OPERATOR</p> <p>New Orleans Terminal LLC is the designated Terminal Operator of the facilities, as provided for in this tariff.</p>	100
<p>FACILITIES COVERED UNDER THIS TARIFF</p> <p>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</p>	102
<p>HOLIDAYS</p> <p>Legal holidays, as used in this tariff, shall consist of the following days:</p> <p>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)</p>	104
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<p><u>Gate House</u> – Container yard check-in/check-out station for delivery/receipt of containers and chassis.</p> <p><u>Inbound Cargo</u> – “Inbound Cargo” means all cargo received at the terminal in a vessel from a foreign intercoastal or domestic offshore port or origin, for loading to a domestic motor, rail or water carrier, either breakbulk or containerized.</p> <p><u>Inland Watercraft</u> – “Inland Watercraft” shall include all vessels, private and public, operated exclusively on the United States inland waterways.</p> <p><u>Loading/Unloading railcars</u> – Railcar loading consist of removing non-containerized cargo from the terminal’s consolidation shed and placing it in a railcar. Railcar unloading consists of removing such cargo from a railcar and placing it in the terminal’s consolidation shed by the Terminal Operator.</p> <p><u>Opening for Inspection</u> – The grounding and breaking of seals for inspection, subsequent resealing of containers.</p> <p><u>Outbound Cargo</u> – “Outbound Cargo” means all non-containerized cargo received at the terminal for loading into containers, or break-bulk cargo for shipment by a vessel to a foreign, intercoastal or domestic offshore port or destination.</p> <p><u>Principal</u> – Individual responsible for paying of any and/or all Dock Department Tariff charges.</p> <p><u>Properties and/or Facilities</u> – “Properties” and/or “Facilities” are owned by the Board of Commissioners of the Port of New Orleans as leased by NEW ORLEANS TERMINAL.</p> <p><u>Receiving and/or delivering chassis</u> – “Receiving and/or delivering chassis” refers to receiving from or delivering chassis to an inland carrier on Terminal Operator’s EIR form / ticket supplied.</p> <p><u>Reefer Plug-In</u> – Refrigerated/heated ISO container requiring electrical service and monitoring.</p> <p><u>Rehandling</u> – 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.</p> <p><u>Running the Gate</u> – Entering or leaving container yard without following check-in / check-out procedures.</p> <p><u>Sheddage</u> – “Sheddage” shall be a charge against vessels for the use of covered wharves.</p> <p><u>Shut-out Cargo</u> – “Shut-out Cargo” shall be cargo received for a particular outgoing vessel at her berth prior to the departure of the vessel.</p>	108 (cont.)
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<p><u>TEU</u> – As used in this tariff “Twenty-foot Equivalent Unit”. One 20-foot container equals one TEU or one 40-foot container equals two TEU.</p> <p><u>TOFC/COFC</u> – Container/chassis on railroad flatcar, loading or unloading of container/chassis. TOFC: Trailer On Flatcar means wheeled units on a rail flatcar, including containers mounted on chassis. COFC: Container On Flatcar mean container units loaded directly to a rail flatcar.</p> <p><u>Ton</u> – “Ton” shall be a net ton of 2,000 pounds, unless otherwise indicated.</p> <p><u>Vessel</u> – “Vessel” or “Vessels” shall mean any vessel, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to “VESSEL” or “VESSELS” in this tariff shall include, without exception, her owner, charterer, and agent.</p> <p><u>Vessel Operations</u> – Whenever used in this tariff, vessel operations shall mean the loading and/or discharging of cargo from or to a vessel.</p> <p><u>Vessels Engaged in Foreign, Coastwise or Intercoastal Trade</u> – The term “Vessels engaged in foreign, coastwise or intercoastal trade” shall include all ocean vessels, private and public, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature, other than inland watercraft as defined herein.</p> <p><u>Wharf</u> – “Wharf” or “Wharves” shall mean any wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility or other structure and the warehouses, sheds or buildings thereupon, which are under lease by NEW ORLEANS TERMINAL as described in Item 100 Section I of this tariff.</p> <p><u>Wharfage</u> – means a charge against cargo, based on the number of tons received or discharged by vessels, as manifested, and passing or conveyed over, onto, or under wharves or between vessel (to or from barge, lighter, or water), when berths at wharf or when moored adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charge for any other service.</p>	<p>108 (cont.)</p>
<p>CORRECTION ABBREVIATIONS</p> <p>(C) Change in Wording (W) Wording Added (A) Provision Added (D) Provision Deleted</p> <p>(N) Neither Increase nor Decrease Increase in Charges (R) Reduction in Charges (*) Explanation Added on Cumulative Correction Page</p>	<p>110</p>
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SECTION II – GENERAL RULES AND REGULATIONS	
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<p><u>CONSENT TO THE TARIFF</u></p> <p>This tariff applies by force of law to all users of the New Orleans Terminal, LLC properties and facilities. Use of the wharves, other facilities, or property under the jurisdiction of New Orleans Terminal LLC (then hereafter referred to as NEW ORLEANS TERMINAL) shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, charterers and agents, or other users to pay all applicable charges and abide by all rules and regulations of NEW ORLEANS TERMINAL, and abide by the rules and regulations of this tariff.</p>	200
<p><u>INTERPRETATION OF TARIFF</u></p> <p>NEW ORLEANS TERMINAL shall be the sole judge as to the interpretation of this tariff.</p>	202
<p><u>PROHIBITED ACTIVITIES</u></p> <p>The following activities are prohibited:</p> <ol style="list-style-type: none"> (1)Smoking on or in the wharves or other facilities under NEW ORLEANS TERMINAL jurisdiction and the approaches within fifty (50) feet of the wharves or facilities, except in specially designated areas. (2)Smoking on the open deck or in the hold of any vessel moored at a wharf in the Port of New Orleans under NEW ORLEANS TERMINAL jurisdiction or tied to another vessel made fast thereto, as well as throwing any lighted object from a vessel. (3) The obstruction of any firefighting appliance or apparatus on or in any wharf or roadway. (4)The removal or breaking of the wire seals on fire hoses or firewater valves on or in the wharves, or the use of water from said hoses or valves, for purposes other than extinguishing a fire. The Grantee of Berth shall immediately report any broken seals to the Terminal Manager. (5)Unauthorized storage of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene in the wharf warehouse. Gasoline, distillate or liquid petroleum products will be permitted to be received on a wharf for a vessel at the dock but shall not be permitted to remain on the dock overnight, nor be placed in close proximity to cotton, flour or other contact-sensitive freight. Packages in a leaky condition shall not be permitted to be placed upon the wharves for shipment; such packages received as inbound cargo shall be removed from the wharf at once. (6)Storage or overnight parking of automobiles or trucks in or on the wharves, except as otherwise provided herein. (7)Operating any vehicle on any wharf when, in the discretion of the Terminal Manager, the vehicle interferes with the efficient operation of the wharf. (8)Dumping of oil, oily wastes or grease or other refuse matter or any hazardous material or plastic material into the waters of the Port of Greater New Orleans. Parties engaging in this activity shall be in violation of National, State, and Board laws and ordinances. (9)Blowing tubes with blowers or mechanical process or emitting dense smoke by any vessel within the corporate limits of the City of New Orleans. Engaging in this activity shall be a misdemeanor under the ordinances of the City of New Orleans and punishable by a fine from \$25.00 to \$100.00 and/or 90 days imprisonment. 	204
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<p>(4) Where sufficient facts are furnished under subparagraph (3), or the damaged NEW ORLEANS TERMINAL and/or Board property has not been assigned to a vessel or is not used or occupied by a vessel under any provision of this tariff, the vessels and all parties responsible for damage to or destruction of NEW ORLEANS TERMINAL and/or Board property shall be held liable for the expense of the replacement or repair of the property. Such repair or replacement will not be reduced for depreciation and/or betterment.</p>	214 (cont.)
<p>NEW ORLEANS TERMINAL HELD HARMLESS</p> <p>Each vessel, her owners, charterers and agents, or any outside stevedore to whom NEWORLEANS TERMINAL and/or Board property has been assigned or allowed use of, or who are using or occupying same under any provision of this tariff, shall be responsible for and shall be liable for, severally, jointly and <u>in solido</u>, or in instances of outside operators functioning as set forth in this tariff shall be responsible for and take over and administer, any and all claims in any manner arising out of or connected with the performance of loading/unloading services by such User of the Berth, or in instances of outside operators functioning as set forth in this tariff, including, but not limited to, any and all claims for bodily injury, death, or property (including cargo) damage, loss or shortage and/or for detention, demurrage or delay and shall defend, indemnify and hold harmless NEWORLEANS TERMINAL from and against any and such claims, provided, however, that this provision will not relieve NEW ORLEANS TERMINAL from any liability which may arise out of its negligence.</p>	216
<p>RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO</p> <p>Shippers or receivers of cargo, the vessel, her owners, charterers, and agents, or in instances of outside operators functioning as set forth in this tariff, must protect such cargo from loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided however that this provision will not relieve NEW ORLEANS TERMINAL from any liability which may arise out of its own negligence.</p>	218
<p>SUBSTANCE ABUSE POLICY</p> <p>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 Midgulf Association of Stevedores, Inc. and ILA.</p> <p>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. No person by whoever employed may work on properties under the jurisdiction of NEW ORLEANS TERMINAL while under the influence of alcohol or illegal drugs.</p>	220
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<p>Each employer of individuals in the instances of outside operators functioning as set forth in this tariff shall have in place a substance abuse policy which subjects’ employees to post-accident drug-testing and drug-testing on reasonable suspicion of intoxication and which provides for appropriate subsequent action. All employee drug tests shall be conducted in compliance with applicable Federal and State laws.</p>	220 (cont.)
<p>RESPONSIBILITY FOR RAILROAD CLEARANCE</p> <p>Each vessel, her owners, charterers, agents, or in instances of outside operators functioning as set forth in this tariff, or outside stevedores allowed use of any facilities under the jurisdiction of NEW ORLEANS TERMINAL, or who is using or occupying the same under any provision of this tariff, shall be responsible severally, jointly and in <u>solido</u> for the maintenance of clearances of 10 feet from the center line of any railroad tracks, in order to comply with railroad clearance requirements for switching.</p>	222
<p>MOVING VESSELS TO PROTECT OR TO FACILITATE NAVIGATION OR COMMERCE</p> <p>In the event it becomes necessary to move any vessel in order to facilitate navigation or commerce, or to protect other vessels or property, the NEW ORLEANS TERMINAL Terminal Manager is authorized to order and enforce the removal of such vessel at its own expense to such place as he may direct. Upon the failure or refusal of the person in charge of such vessel to change the position as directed, the NEW ORLEANS TERMINAL Terminal Manager is authorized and under a duty to board such vessel with any necessary assistance and change the position thereof at the expense to such vessel.</p>	224
<p>TOWING AND SHIFTING OF VESSELS</p> <p>(1) NEW ORLEANS TERMINAL is not engaged in the public towing or shifting of vessels and neither NEW ORLEANS TERMINAL nor its’ employees shall be held to common carrier liability.</p> <p>(2) There shall be no obligation on NEW ORLEANS TERMINAL at any time to tow or shift a vessel. If and when circumstances arise, which in the opinion of the NEW ORLEANS TERMINAL Terminal Manager, create an emergency or necessity for the towing or shifting of a vessel, the vessel shall pay the cost of such service. NEW ORLEANS TERMINAL, its agents, servants, or employees shall not be liable for any damage resulting from the failure to make an inspection of the vessel to be towed or shifted or resulting from any error of judgment in making the inspection if one is made.</p> <p>(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.</p>	226
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<p>(4) The masters, crews, servants and employees of all vessels assisting the vessel to be towed or shifted shall become and be the servant of the vessel to be towed or shifted. The liability of the vessel to be towed or shifted for loss of, or damage to, the towing craft or any NEW ORLEANS TERMINAL and/or Board property, and to third persons, including the death of, or personal injury to, the Master, pilot and crew of the towing craft, shall be their responsibility as fixed by law. Where NEW ORLEANS TERMINAL uses or procures, or permits the use of, any vessel or equipment not owned by NEW ORLEANS TERMINAL, all of the stipulations and exemptions from liability and hold harmless agreements of this tariff shall also be applicable to, and the benefit thereof shall accrue to, such vessel or equipment, its owners, operators, charterers, agents, master, crew, and their servants and employees.</p>	226 (cont.)
<p>WAIVER OF SUBROGATION UNDER FIRE POLICIES</p> <p>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, or by 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.</p>	228
<p>AUDIT OF MANIFESTS AND OTHER DOCUMENTS</p> <p>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.</p>	230
<p>MEASUREMENT OF A VESSEL</p> <p>In the event of a dispute regarding the registered length of a vessel, NEW ORLEANS TERMINAL reserves the right to actually measure such vessel for the purpose of determining her over-all length.</p>	232
<p>COMPUTATION OF TIME</p> <p>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.</p>	234
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APPLICATION	ITEM
<p>REGULATION OF MOTOR VEHICLE TRAFFIC</p> <p>The Terminal Manager has authority to regulate motor vehicle traffic on NEW ORLEANS TERMINAL facilities. The Traffic Management of NEW ORLEANS TERMINAL provides specific regulations for the operation of motor vehicle on NEW ORLEANS TERMINAL facilities.</p>	236
<p>HANDLING CLASS “1” EXPLOSIVES</p> <p>Persons desiring to handle, load, transport or discharge commercial Class “1” or military explosives shall file a written application with the NEW ORLEANS TERMINAL Terminal Manager in accordance with the rules and regulations of the Port. The application shall be accompanied by all permits or approvals required by applicable local, state or federal laws, regulations, or ordinances.</p>	238
<p>HAZARDOUS MATERIALS REQUIREMENTS</p> <p>a) Shipments of hazardous materials, including but not limited to chemical, bacteriological, biological or radiological hazardous material, hazardous wastes, marine pollutants, Li+ batteries, elevated temperature materials, as defined by international and United States hazardous material transportation treaties, laws and regulations, including but not limited to the Hazardous Material Transportation Act (49 U.S.C. sec. 5103), the U.S. Department of Transportation PHMSA regulations, the Department of Transportation Hazardous Material Transportation Regulations (49 CFR Parts 100-185), extremely hazardous substances as defined in 40 CFR 355 Appendix A, and CERCLA hazardous substances as defined in 40 CFR 302 Table 302.4, and the international Maritime Dangerous Goods Code, collectively referred as “Hazardous Materials Laws”, and the Maritime Transportation Security Act of 2002 and regulations published in accordance therewith, will be permitted only upon full compliance by shippers, their agents, and agencies of transportation.</p> <p>b) It will be the responsibility of all carriers using the facilities of NEW ORLEANS TERMINAL to ensure that containers and break-bulk cargo containing hazardous materials received by NEW ORLEANS TERMINAL from an inland carrier or discharged at the facilities of NEW ORLEANS TERMINAL are packaged, marked, placarded, handled, and shipped in strict compliance with the “Hazardous Materials Laws”. The Master, agent, or person in charge of any domestic or foreign vessel, which is inbound to NEW ORLEANS TERMINAL facilities, which has on board any hazardous commodities, as defined above, shall submit a listing of such commodities in accordance with CFR49 part 176.30 to a representative of NEW ORLEANS TERMINAL upon arrival at the wharf. Requirements covering the transportation of Hazardous Materials covered in 49 CFR, Parts 171-180 must be complied with on any cargo entering NEW ORLEANS TERMINAL facility. Any cargo arriving at NEW ORLEANS TERMINAL facilities without the required documentation will be denied entry to the facility.</p> <p>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.</p>	240
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<p>The steamship Agent and/or carrier will also be notified at this time, in order for the Agent and/or Carrier to have all Shipper generated hazardous material information, readily available for presentation to the appropriate responding agency. Once the above steps have been followed by NEW ORLEANS TERMINAL, it is the responsibility of the Shipper, Agent and/or Carrier to fully comply with any and all such governing hazardous materials regulations with respect to the clean-up, mitigation and reporting of such damaged and/or leaking hazardous materials containers, including but not limited to the arranging and paying for actual cleanup of premises, removal of equipment, filing/submission of DOT report 5800.1 and/or any and all similar written reports/notifications.</p> <p>The above items apply equally if, per regulatory requirement, a leaking and/or damaged hazardous materials container must be discharged from a vessel to NEW ORLEANS TERMINAL property. The above isolation of the unit in a secure location, if on NEW ORLEANS TERMINAL terminal facilities, does not constitute a receipt or interchange of the equipment into NEWORLEANS TERMINAL care and custody, and NEW ORLEANS TERMINAL shall have no liability for damage, deterioration, loss or delay for such cargo.</p> <p>d) If cargo or cargo containers discharged at the facilities of NEW ORLEANS TERMINAL contains hazardous materials which do not comply in any respect with such Hazardous Materials Laws, and which result in personal injury, death or damage to the personnel or property of NEWORLEANS TERMINAL or other users of NEW ORLEANS TERMINAL facilities, the carrier, its owners and operators and the cargo and its shippers/owners shall be liable and will defend and hold harmless NEW ORLEANS TERMINAL from any and all damages, costs of defense and expenses associated therewith.</p> <p>e) If vessels, cargo or containers containing hazardous materials not in compliance with the laws referenced above result in or cause damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law the carrier, the vessel its owner(s) and operators and the cargo and its shippers/owners shall be liable for, defend, and hold harmless NEW ORLEANS TERMINAL from any and all: (i) fines or penalties, (ii) actual or statutory damages; (iii) removal, response or remediation costs, testing costs, engineering and consultant costs, and (iv) legal and litigation costs.</p> <p>f) NEW ORLEANS TERMINAL reserves the right to refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of such explosives or dangerous articles which are considered, in NEW ORLEANS TERMINAL’ opinion, as offering undue risk or exposure to such risk.</p>	<p>240 (cont.)</p>
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SECTION III – USE OF NEW ORLEANS TERMINAL FACILITIES	
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<p>APPLICATION FOR BERTH</p> <p>Refer to the “Board of Commissioners of the Port of New Orleans Dock Department Tariff, Item 300” for berth assignments at the facilities covered by this Tariff.</p>	300
<p>DEMURRAGE ON VESSELS</p> <p>NEW ORLEANS TERMINAL does not assume responsibility for demurrage to vessels under any circumstances.</p>	302
<p>VACATING OF BERTHS</p> <p>Refer to the “Board of Commissioners of the Port of New Orleans Dock Department Tariff, Item 306.”</p>	304
<p>STEVEDORE USE FEE</p> <p>All individuals assigning stevedoring services directly to NEW ORLEANS TERMINAL shall be assessed a Stevedore Use Fee (fee). The use of the NEW ORLEANS TERMINAL leased premises for these purposes shall be deemed an acknowledgment and acceptance of the terms, conditions and obligations contained herein and assessed as follows:</p> <p style="margin-left: 40px;">(1) Per net ton of bulk cargo..... \$.11</p> <p style="margin-left: 40px;">(2) Per net ton of all other cargo..... \$1.05</p>	308
<p>LICENSED – INDEPENDENT LIFT TRUCK OPERATORS</p> <p>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:</p> <p style="margin-left: 40px;">(1) Per truck, van or trailer (loaded or unloaded) \$54.59</p>	310
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<p>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.</p>	310 (cont.)
<p>PROJECT CARGO SPACE UTILIZATION AGREEMENTS</p> <p>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.</p>	312
<p>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</p> <p>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)</p>	313
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<p>FREE TIME FOR ASSEMBLING OUTWARD CARGO</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>NOTE: The free time provided above shall be subject to the availability of space.</p>		400
<p>DELETED IN ITS ENTIRETY</p>		402
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<p>EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO</p> <p>A request to extend the receiving date (“First Date”) specified on the Application for Berth, for vessels assembling outward cargo for export shipment shall be made in writing to the NEWORLEANS TERMINAL Terminal Manager before 0001 of the receiving date. If time does not permit the transmission of a written request before 0001 of the receiving date, the request may be made by telephone, but it must be immediately confirmed in writing. The approval of the request for the extension shall be at the full discretion of the NEW ORLEANS TERMINAL Terminal Manager. Only one such extension shall be granted.</p> <p>Exception: When circumstances arise, which in the opinion of the NEW ORLEANS TERMINAL Terminal Manager are considered beyond the control of the vessel owner or agent and prevent lifting her outward cargo, another vessel may be substituted to lift the cargo provided that the substitute vessel assumes the receiving date of the original vessel and pays all applicable charges. This substitution shall not be made after the original vessel begins to load her outward cargo.</p>	404
<p>WHARFAGE CHARGES</p> <p>Wharfage charges, based on Item 408, shall be assessed on all cargo or freight, whether of foreign or domestic origin, including mail:</p> <p style="margin-left: 40px;">(1) Which is placed onto, transferred over or under wharves for handling to or from vessels; or</p> <p style="margin-left: 40px;">(2) Which is delivered to or received from vessels by other watercraft: (a) when said vessels are occupying berths or moored outside other vessel(s) occupying a berth;</p> <p>Wharfage is solely the charge assessed against the cargo for use of the wharf and does not include charges for any other service.</p> <p>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.</p> <p>Exceptions - Wharfage charges shall not apply to:</p> <p style="margin-left: 40px;">(1) Ship’s stores and fuel intended for a vessel’s own use.</p> <p style="margin-left: 40px;">(2) Restowed cargo discharged and subsequently reloaded aboard the same vessel.</p>	406
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<p>GENERAL AND SPECIAL WHARFAGE RATES</p> <p>The rate of wharfage on all commodities shall be \$3.57 per ton or fraction, except as indicated below. Wharfage on empty containers shall be on tare weight.</p> <p style="text-align: center;">EXCEPTIONS:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>COMMODITY</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>WHARFAGE RATE</u> (Per ton, or fraction, except as otherwise indicated)</th> </tr> </thead> <tbody> <tr> <td style="padding-top: 10px;">Bulk Commodities discharged to barges in conjunction with the discharge of non-bulk cargoes (See Item 409, List of Commodities)</td> <td style="text-align: right; vertical-align: bottom;">\$1.08</td> </tr> <tr> <td style="padding-top: 10px;">Cargo for human consumption, when sponsored by the United States Department of Agriculture or donated by charitable organizations for relief purposes. This special rate only applies when such shipments are exported in cargo containers and does not apply to break bulk cargo</td> <td style="text-align: right; vertical-align: bottom;">\$1.08</td> </tr> </tbody> </table> <p><u>Note 1</u> – 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.</p> <p><u>Note 2</u> – No wharfage shall be assessed on the tare weight of cargo containers when loaded or partially loaded. Wharfage shall be subject to a minimum charge of \$6.59 on the contents of each container. Cargo Containers shall include all containers used for the transport of cargo, constructed of metal, fiberglass, plastic, wood or other material, and usually 8’ x 8’ x 17’, 20’, 24’, 35’, 40’ or 45’ in dimension; but shall exclude the so-called vans used in connection with the shipment of household goods.</p> <p><u>Note 3</u> – Cargo discharged from vessels to NEW ORLEANS TERMINAL wharves and transhipped on vessels calling another NEW ORLEANS TERMINAL facility shall not be subject to the payment of a second wharfage charge provided said cargo does not leave NEW ORLEANS TERMINAL jurisdiction.</p>	<u>COMMODITY</u>	<u>WHARFAGE RATE</u> (Per ton, or fraction, except as otherwise indicated)	Bulk Commodities discharged to barges in conjunction with the discharge of non-bulk cargoes (See Item 409, List of Commodities)	\$1.08	Cargo for human consumption, when sponsored by the United States Department of Agriculture or donated by charitable organizations for relief purposes. This special rate only applies when such shipments are exported in cargo containers and does not apply to break bulk cargo	\$1.08	408
<u>COMMODITY</u>	<u>WHARFAGE RATE</u> (Per ton, or fraction, except as otherwise indicated)						
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<p>SPECIAL WHARFAGE RATE COMMODITIES</p> <p>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:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Aluminum Oxide</td> <td style="width: 33%;">Ferro Silicon, 4" x down</td> <td style="width: 33%;">Phosphate Acid, Fertilizer</td> </tr> <tr> <td>Ammonium Nitrate</td> <td>Fluorspar, Acid Grade</td> <td>Phosphate Bone, Fertilizer</td> </tr> <tr> <td>Ammonium Soleplate</td> <td>Fluorspar, Met. Grade</td> <td>Phosphate Rock, Sand, Wet</td> </tr> <tr> <td>Barytes, 4" x down</td> <td>Fluorspar, Lumps</td> <td>Phosphate Rock, Superground</td> </tr> <tr> <td>Barytes, Over 4"</td> <td>(3" x down)</td> <td>Phosphate Sand, Rock, Dry</td> </tr> <tr> <td>Beet Pulp Pellets</td> <td>Fluorspar, Screenings,</td> <td>Phosphate Sand, Slurry</td> </tr> <tr> <td>Borax, Lump</td> <td>½"</td> <td>Potash</td> </tr> <tr> <td>Calcium Nitrate (CAN)</td> <td>Grain</td> <td>Pumice, 1/8" and under</td> </tr> <tr> <td>Carbon Anodes</td> <td>Gravel</td> <td>Rutile Ore</td> </tr> <tr> <td>Chrome Ore, ½" x down</td> <td>Ilmenite</td> <td>Scrap Metal, Frag.</td> </tr> <tr> <td>Chrome Ore, 2" x ½"</td> <td>Ilmenite, Pipe Coating</td> <td>Silica Sand, Dry</td> </tr> <tr> <td>Chrome Ore, 4" x 2"</td> <td>Iron Ore, 6" x down</td> <td>Silico Mang., 4" x down</td> </tr> <tr> <td>Chrome Ore, 10" x 4"</td> <td>Iron Ore, Lumpy,</td> <td>Silico Mang., Over 4"</td> </tr> <tr> <td>Chrome Ore, Over 10"</td> <td>Over 6"</td> <td>Silicon Metal</td> </tr> <tr> <td>Clam Shell</td> <td>Iron Ore Pellets,</td> <td>Silicon Oxide</td> </tr> <tr> <td>Clay, dry fines</td> <td>Washed, Crushed</td> <td>Slag, Furnace, Crushed</td> </tr> <tr> <td>Coal, Bituminous,</td> <td>Iron Sulfate</td> <td>Slag, Furnace, Granular</td> </tr> <tr> <td>50 Mesh</td> <td>Lead Concentrates</td> <td>(Dry)</td> </tr> <tr> <td>Coal, Bituminous, ½"</td> <td>Lead Residue</td> <td>Slag, Furnace, Granular(Wet)</td> </tr> <tr> <td>Coal, Bituminous,</td> <td>Lime, Ground,</td> <td>Slag, Vanadium, etc.</td> </tr> <tr> <td>(Run-of-mine)</td> <td>(Up to 1/8")</td> <td>Sludge</td> </tr> <tr> <td>Coal, Bituminous,</td> <td>Lime, Hydrated,</td> <td>Soda Ash Briquettes</td> </tr> <tr> <td>(Stripping)</td> <td>(Up to 1/8")</td> <td>Soda Ash, Light</td> </tr> <tr> <td>Colemanite</td> <td>Lime, Hydrated,</td> <td>Soda Ash</td> </tr> <tr> <td>Corn</td> <td>Pulverized</td> <td>Soybean Meal</td> </tr> <tr> <td>Corn Gluten Pellets</td> <td>Lime, Pebble</td> <td>Steel Chips, Crushed</td> </tr> <tr> <td>Diammonium Phosphate</td> <td>Magnesite</td> <td>Steel Trimmings</td> </tr> <tr> <td>(DAP)</td> <td>Manganese Modules</td> <td>Sugar, raw, cane</td> </tr> <tr> <td>Fertilizers, Mixed</td> <td>Manganese Ore</td> <td>Superphosphate</td> </tr> <tr> <td>Ferro Alloys, 4" x down</td> <td>Manganese Sulphate</td> <td>Triple superphosphate</td> </tr> <tr> <td>Ferro Alloys, Over 4"</td> <td>Meals</td> <td>Urea</td> </tr> <tr> <td>Ferro Chrome, 4" x down</td> <td>Mica, Ground</td> <td>Vermiculite, Expanded</td> </tr> <tr> <td>Ferro Chrome, Over 4"</td> <td>Mica</td> <td>Vermiculite Ore</td> </tr> <tr> <td>Ferro Mang., 4" x down</td> <td>Nickel Ore</td> <td>Wood Chips</td> </tr> <tr> <td>Ferro Mang., Over 4"</td> <td>Oyster Shell, Ground</td> <td>Zinc Concentrates</td> </tr> <tr> <td>Ferro Phosphorous</td> <td>(Under ½")</td> <td>Zinc Ingots</td> </tr> <tr> <td>Ferro Phos., Over 4"</td> <td>Pitch, Petroleum</td> <td>Zircon Sand</td> </tr> </table>	Aluminum Oxide	Ferro Silicon, 4" x down	Phosphate Acid, Fertilizer	Ammonium Nitrate	Fluorspar, Acid Grade	Phosphate Bone, Fertilizer	Ammonium Soleplate	Fluorspar, Met. Grade	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, Slurry	Borax, Lump	½"	Potash	Calcium Nitrate (CAN)	Grain	Pumice, 1/8" and under	Carbon Anodes	Gravel	Rutile Ore	Chrome Ore, ½" x down	Ilmenite	Scrap Metal, Frag.	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PORT OF NEW ORLEANS
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SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION	ITEM
DELETED IN ITS' ENTIRETY	410
COLLECTION AND PAYMENT OF WHARFAGE	412
<p>Wharfage is due by the owners of the commodities on which wharfage is assessed, or due by the passengers carried on vessels for compensation. The collection and payment of same must be guaranteed by the vessels, her owners, charterers and agents, and the use of a wharf shall be deemed an acceptance and acknowledgment of this guarantee.</p> <p>As compensation to said vessel and/or her agent for timely collection of wharfage, NEWORLEANS TERMINAL at its sole option, may pay a collection fee for services rendered on collection of wharfage charges, subject to strict compliance by said vessel and/or her agent to Item 802, Payment of Charges.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
FREE TIME FOR INBOUND CARGO	414
<p>The free time allowed on cargo discharged from a vessel onto wharves shall be 30 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.</p> <p>Exception</p> <p>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:</p> <p style="padding-left: 40px;">(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</p>	
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APPLICATION	ITEM
<p>(2) Application for such extension of free time is submitted in writing to the NEW ORLEANS TERMINAL Terminal Manager within seven days from the date of the expiration of the free time period.</p>	414 (cont.)
<p>INBOUND DEMURRAGE CHARGES</p> <p><u>Charge assessed against cargo</u></p> <p>Any portion of cargo discharged from a vessel remaining on the wharves after the expiration of free time shall immediately incur the following inbound demurrage charges:</p> <p>(1) \$1.46 per ton (or fraction) per day (or fraction) for the first seven days;</p> <p>(2) \$2.94 per ton (or fraction) per day (or fraction) for each day thereafter until cargo is removed from wharf.</p> <p>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.</p> <p>At the option of the NEW ORLEANS TERMINAL Terminal Manager, the cargo may be sent to warehouse storage for account of whom it may concern.</p> <p>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.</p> <p style="text-align: center;">DELETED IN ITS' ENTIRETY</p> <p style="text-align: center;">DELETED IN ITS' ENTIRETY</p>	416
<p>DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE REGULAR DOCKAGE RATE</p>	418
<p>"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."</p>	420 422
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SECTION IV- VESSEL CHARGES / CARGO CHARGES	
APPLICATION	ITEM
<p>SHEDDAGE AND/OR MARGINAL TRACK USAGE CHARGE FOR INLAND WATERCRAFT</p> <p>“DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THELEASED 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 BERTHSPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF.”</p>	424
<p>PAYMENT OF DOCKAGE, SHEDDAGE AND/OR MARGINAL TRACK USAGERATE</p> <p>“DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THELEASED 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 BERTHSPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF.”</p>	426
<p>ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT</p> <p>“DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THELEASED 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 BERTHSPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF.”</p>	428
<p>DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS ON BOARD AFTER 24 HOURS</p> <p>“DOCKAGE & SHEDDAGE CHARGES FOR VESSELS CALLING BERTHS ADJACENT TO THELEASED 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 BERTHSPACE SHOULD BE MADE IN ACCORDANCE WITH ITEM 300 OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF.”</p>	432
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SECTION IV- VESSEL CHARGES / CARGO CHARGES											
APPLICATION	ITEM										
<p>MARITIME SECURITY</p> <p>THE PORT OF NEW ORLEANS AND NEW ORLEANS TERMINAL ARE AWARE OF THE POTENTIAL THREAT TO THE FACILITIES AND THE MOVEMENT OF CARGO POSED BY TERRORISTS. THE IMPACT OF A DISRUPTION IN THE FLOW OF CARGO AS A RESULT OF TERRORIST ACTIVITIES COULD AFFECT THE BUSINESSES AND CITIZENS OF THIS REGION AND THE NATION.</p> <p>IN RESPONSE TO THIS THREAT, THE PORT OF NEW ORLEANS, AS MEMBER OF THE GULF SEAPORTS MARINE TERMINAL CONFERENCE, IS IMPOSING THE CARGO SECURITY FEES LISTED IN THIS SECTION AS A MEANS OF PARTIALLY DEFRAYING THE EXPENSES ASSOCIATED WITH IMPLEMENTING SECURITY INITIATIVES REQUIRED IN THE MARINE TRANSPORTATION ACT OF 2002 AND OTHER FEDERALLY-MANDATED REGULATIONS.</p>	450										
<p>CARGO SECURITY FEE</p> <p>A CARGO SECURITY FEE, BASED ON THE ABOVE, ITEM 450 (“MARITIME SECURITY”), AS AMENDED, SHALL BE ASSESSED ON ALL CARGO OR FREIGHT AS PROVIDED AND AS DESCRIBED IN ITEM 406 (“WHARFAGE CHARGES”) AND ITEM 408 (“GENERAL AND SPECIAL WHARFAGE RATES”) HANDLED BY NEW ORLEANS TERMINAL.</p> <p>THE CARGO SECURITY FEE SHALL BE THE SAME AMOUNT AS THE CARGO SECURITY FEES DETAILED IN THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS’ DOCK DEPARTMENT TARIFF, FMC-T-NO. 2, SECTION VII (“SECURITY CHARGES”, ITEM 704 (“CARGO SECURITY FEE”), AS AMENDED:</p> <table style="margin-left: 40px; border: none;"> <tr> <td>BREAKBULK.....</td> <td style="text-align: right;">\$0.20 / TON</td> </tr> <tr> <td>BULK.....</td> <td style="text-align: right;">\$0.046 / TON</td> </tr> <tr> <td>LIQUID BULK.....</td> <td style="text-align: right;">\$0.046 / TON</td> </tr> <tr> <td>CARGO CONTAINERS.....</td> <td style="text-align: right;">\$4.16 / LOADED</td> </tr> <tr> <td>RAIL CARS (LOADED TO/FROM SHIPS)</td> <td style="text-align: right;">\$4.16 / LOADED OR EMPTY</td> </tr> </table> <p>EXCEPTION: THE CHARGES ASSESSED HEREIN SHALL NOT APPLY TO ACTIVITIES DESCRIBED IN ITEM 325 (“TERMINAL USE FEE – BARGE CARGOES – TERMINAL LESSEES”) OF THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF FMC-T-NO. 2.</p>	BREAKBULK.....	\$0.20 / TON	BULK.....	\$0.046 / TON	LIQUID BULK.....	\$0.046 / TON	CARGO CONTAINERS.....	\$4.16 / LOADED	RAIL CARS (LOADED TO/FROM SHIPS)	\$4.16 / LOADED OR EMPTY	452
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CARGO CONTAINERS.....	\$4.16 / LOADED										
RAIL CARS (LOADED TO/FROM SHIPS)	\$4.16 / LOADED OR EMPTY										
<p>COLLECTION OF SECURITY FEES</p> <p>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.</p>	454										
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SECTION V - SERVICE AND EQUIPMENT CHARGES		
APPLICATION	ITEM	
Refer to the Board of Commissioners of the Port of New Orleans Dock Department Tariff for provisions in Section V - Potable Water - Special Harbor Services, Equipment - Container Cranes, Others.	500	
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SECTION VI – LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)	
APPLICATION	ITEM
<p>The designation of a licensed independent lift operator shall be in accordance with the requirements of Item 604.</p> <p>The cargo owner may choose to load or unload self-propelled vehicles only with his own employees, however, should he elect to do so, he shall furnish to NEW ORLEANS TERMINAL evidence of insurance coverage including, but not limited to, Workers Compensation, Comprehensive General Liability, and such other insurance in such form and with such minimum limits as NEW ORLEANS TERMINAL may require. Failure to obtain and submit evidence of such insurance coverages as required shall constitute cause for denying the use of the NEW ORLEANS TERMINAL facilities.</p>	602 (cont.)
<p>DESIGNATION OF LICENSED INDEPENDENT LIFT OPERATOR</p> <p>Cargo owners, shippers or receivers who desire to utilize the services of a party other than NEW ORLEANS TERMINAL, to load or discharge a truck, van or trailer, may do so, subject to the following:</p> <p>Only those parties holding a valid license, issued in accordance with the provisions of this Tariff, Section III, Item 310, shall be authorized to perform this service. Cargo owners, shippers or receivers shall notify NEW ORLEANS TERMINAL in writing, prior to the anticipated receipt or delivery of the cargo, naming the licensed independent lift operator authorized to perform the service. The licensed independent lift operator designated by the cargo owner, shipper or receiver shall be reported to the NEW ORLEANS TERMINAL Terminal Manager, and the request shall be considered as approved, unless the NEW ORLEANS TERMINAL Terminal Manager notifies the appropriate party to the contrary. Such requests shall be renewable by the cargo owner, shipper or receiver.</p>	604
<p>RESPONSIBILITY</p> <p>Any person who performs loading and unloading services, as defined herein, whether at the request of a motor carrier, truck operator, cargo owner, shipper or receiver shall perform such services in accordance with and be subject to all of the rules and regulations set forth in this tariff.</p>	606
<p>DOCUMENTATION FEE</p> <p>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.</p> <p><u>Exception</u></p> <p>This fee shall not apply to land carriers in possession of proper documentation at time of pick-up or delivery, nor shall this fee be assessed in connection with documentation distribution required as receipt of goods delivered or received by NEW ORLEANS TERMINAL.</p>	608
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SECTION VI – LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)	
APPLICATION	ITEM
<p>APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED AND NON-PALLETIZED SHIPMENTS</p> <p>The loading and unloading charges applicable to palletized cargo, provided herein, shall, unless otherwise provided, apply to shipments which are palletized, skidded or unitized to permit loading or unloading, with one driver and one forklift machine. On shipments not so palletized, skidded or unitized, the loading and unloading charges applicable to non-palletized cargo shall be assessed.</p>	610
<p>“REFER TO SECTION VIII”</p>	612
<p>PRODUCTION OF ACCURATE SUPPORTING DOCUMENTATION</p> <p>Accurate supporting documentation, with respect to specific billing information for unloading/loading is the responsibility of the party receiving said services. Should supporting documentation not specifically reference the party to be billed with respect to unloading/loading charges, said charges will be for the account of the party requesting said services.</p> <p>Those Companies who continue to furnish incorrect billing information resulting in re-billing to additional parties will be denied credit privileges. An administrative charge of \$57.25 per each individual invoice re-billed to other parties will apply.</p>	613
<p>SCHEDULING OF TRUCK APPOINTMENTS (Breakbulk Cargoes)</p> <p>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.</p> <p>Appointments will be scheduled on the present day for the next normal workday only.</p> <p>NEW ORLEANS TERMINAL will not be responsible for any standby charges for delays to truckers.</p>	614
<p>SCHEDULING OF TRUCK APPOINTMENTS (Containers at NEW ORLEANS TERMINAL Container Facility)</p> <p>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.</p> <p>NEW ORLEANS TERMINAL will not be responsible for any standby charges for delays to truckers.</p>	615
<p>SCHEDULING AND PLACEMENT OF RAILCARS</p> <p>The scheduling and placement of railcars shall be coordinated with the NEW ORLEANSTERMINAL Terminal Manager.</p>	616
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SECTION VI – LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)		
APPLICATION		ITEM
<p>NORMAL WORKING HOURS (Excluding Saturdays/Sundays/Holidays)</p> <p>For the purpose of delivery or receipt of general cargo, the normal work hours are Monday through Friday 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m. For container delivery or receipt, the normal work hours are Monday through Friday from 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m., except the pick up gates will close at 4:00 p.m. and the receiving gates will close at 4:30 p.m. to allow for all outbound traffic to depart by 5:00 p.m.</p>		618
<p>CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMES OTHER THAN REGULAR WORKING TIME</p> <p>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.</p> <p>Orders for weekend work must be furnished to NEW ORLEANS TERMINAL by 1200 hours on previous workday.</p>		620
<p>COMPLIANCE WITH LAWS, REGULATIONS, ETC.</p> <p>The Licensed Independent Lift Operator and the cargo owner or instances of outside operators functioning as set forth in this tariff shall be responsible for compliance with all applicable laws, regulations, rules and ordinances of federal, state and local authorities.</p>		622
<p>RESPONSIBILITY RAILCAR DEMURRAGE AT BERTH</p> <p>In performing the loading and unloading services as provided in this tariff, NEW ORLEANS TERMINAL shall be acting as the representative of the consignor or consignee of the cargo.</p> <p>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 for loading.</p>		624
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APPLICATION	ITEM
<p>(d) Lump sum per truck, when handling loose pipe, using appropriate fork lift machine and/or machines, for flatbed trailers equipped with proper industry approved pipe stakes..... \$276.34</p> <p>(e) Lump sum per truck, when handling loose pipe, using appropriate fork lift machine and/or machines, for flatbed trailers without proper, industry approved pipe stakes..... \$417.41</p> <p>(f) Lump sum per truck, for commodities in bales, bags, bundles, rolls, drums or barrels, requiring the use of squeezer, clamp, or barrel picker and/or any other special attachments \$156.25</p> <p>(g) Use of mobile ramp for driving rolling equipment on and/or off truck trailers equipment..... \$158.10 per truck</p> <p>Note: Ramp rental charge covers use of mobile ramp only and does not include New Orleans Terminal labor/equipment to assist driver with either physical loading/unloading of rolling equipment units. When New Orleans Terminal labor/equipment is furnished at trucker's request to assist with loading/discharging of rolling stock, an additional hourly charge of \$250.03 per hour will apply (minimum one-hour charge)</p> <p>(2) Railcar Rates [See Notes below]</p> <p>Except as otherwise provided, the loading and unloading rate for railcars shall be lump sum per boxcar..... \$501.79</p> <p><u>Exceptions (rates per ton of 2000 lbs.):</u></p> <p>As an accommodation to shippers and consignees, NEW ORLEANS TERMINAL will arrange to dray cargo to/from separate shed locations, for the same and/or multiple Carriers, for the exclusive purpose of loading and/or unloading cargo to/from the same single railcar. On those occasions; however, where long haul of cargo is required to achieve this purpose (multiple lots of cargo stowed in shed areas located in excess of 400 feet) from area where railcar is spotted by NOPB (New Orleans Public Belt), the following truck dray rates will apply, and which rates are in addition to separate published tariff rate charges for loading/unloading of railcar:</p> <p>(a) One Package up to Sixteen Packages.....\$ 74.08</p> <p>(b) Over Sixteen up to Thirty-Two Packages..... \$147.49</p> <p>(c) Over Thirty-Two Packages up to Forty-Eight Packages..... \$220.38</p> <p><u>Note</u> – The above charges are in lieu of NOPB switching charges as per NOPB public tariff item 160 Part A, which would incur should NOPB arrange shifting of cars to/from different cargo shed locations, as compared to NEW ORLEANS TERMINAL handling as proposed above.</p>	<p>626 (cont.)</p>
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SECTION VI – LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)		
APPLICATION		ITEM
	<u>LOAD</u> <u>UNLOAD</u>	626 (cont.)
Kraft Liner Board		
- Less than 800 lb. Rolls	\$11.92	
- 800 to 1600 lb. Rolls	\$8.61	
- Over 1600 lb. Rolls	\$6.47	
Newsprint	\$8.61	\$8.61
Plywood, weight per unit including pallet		
- 500 pounds to 999 pounds.....	\$17.89	\$12.05
- 1000 pounds to 1999 pounds.....	\$15.96	\$10.76
- 2000 pounds and over.....	\$14.30	\$9.89
Rubber.....	\$7.84	
Wire or cable (metal or alloy) (reels or Spools) weight per unit including reel		
- 500 pounds to 999 pounds.....	\$17.95	\$11.80
- 1000 pounds up to 1999 pounds.....	\$15.96	\$10.55
- 2000 pounds and over.....	\$14.30	\$9.69
Woodpulp, in packages weighing		
- less than 800 pounds.....	\$16.51	\$11.92
- 800 pounds up to 999 pounds.....	\$16.51	\$10.38
- 1000 pounds and over.....	\$16.51	\$8.61
- when unloaded from barges.....	\$16.51	\$13.10
NON-PALLETIZED, NON-UNITIZED CARGO		
(Applicable to trucks and railcars, except as otherwise noted. Rates per ton of 2,000 pounds.)		628
	<u>LOAD</u> <u>UNLOAD</u>	
USDA bagged cargoes, railcar only.....		\$8.34
Explosives.....	By Special Agreement	
Vehicles.....	By Special Agreement	
Articles, N.O.S. (not applicable where charges are provided in other items):		
(1) In bags or sacks, each weighing:		
- 60 pounds or under	\$19.71	\$18.72
- over 60, but less than 100 lbs.	\$17.28	\$15.58
- 100 pounds or over	\$18.28	\$12.20
(2) In barrels or drums each weighing:		
-under 200 pounds	\$25.45	\$26.22
-200 pounds or over	\$17.67	\$18.20
(3) In boxes or crates each weighing:		
-under 30 pounds	\$27.66	\$27.66
-over 30 pounds	\$24.58	\$19.32
(4) In other packages or in bales, bundles or loose	\$29.71	\$27.62
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APPLICATION	ITEM
<p>DAMAGED CARGO</p> <p>Rates furnished upon request.</p>	630
<p>HEAVY LIFTS</p> <p>The following heavy lift charges shall be assessed on each single piece or package of cargo when as a result of either dimensions and/or weight of individual piece or package does not allow safe handling with a single fork lift machine and a shore crane is required for handling, only when such cargo is loaded and/or unloaded from or to open top railroad cars, trucks, vans and trailers and are in lieu of all other handling charges published in Section Six of this tariff:</p> <p>(1) Cargo, not otherwise specified, and valued at not more than \$300,000 for a single lift (per net ton of 2,000 pounds)</p> <p>(2) Cargo, not otherwise specified, and valued over \$300,000 per each single lift; handling rate will be quoted on a case-by-case basis.</p> <p>The above shall apply for those lifts requiring one (1) single shore crane and is subject to a minimum handling charge of \$978.5, and/or above published tariff rates, whichever is greater.</p>	632
<p>HANDLING DAMAGE FREE EQUIPMENT</p> <p>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 \$1.03 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</p>	634
<p>CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND STACKING</p> <p>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.</p>	636
<p>SPECIAL HANDLING EQUIPMENT CHARGES</p> <p>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.</p>	638
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APPLICATION	ITEM																						
<p>SPECIAL SERVICES</p> <p>Any labor or material required for special services not covered in this tariff, including but not limited to making cargo available for sampling; bagging, boxing, crating or sacking any cargo; banding or wiring any cargo; reconditioning any cargo; coopering; papering floors, walls or doors of railroad cars, barges, lighters and trucks, vans and trailers, may be provided at actual cost of labor/materials plus 15 percent, (see definition of LOADING AND UNLOADING in Item 600 of this tariff).</p> <p>When it is necessary to burn metal bracings or lashings of cargo, the charge, in connection with the unloading of cargo for such special services, shall be cost of labor/materials and equipment plus 15 percent.</p> <p>In the event the rail carrier fails, in its obligation to furnish rail cars, clean and otherwise suitable for the loading of freight, NEW ORLEANS TERMINAL shall have the option to reject such cars to the rail carrier, or enter into an agreement with the rail carrier to clean and/or otherwise make such car is suitable for the safe loading of freight for account of the rail carrier, and the aforesaid charges for such special services shall be billed to the rail carrier at the cost of labor/equipment plus 15 percent.</p> <p>CHARGES FOR SEGREGATION OF CARGO</p> <p>When any railcar, truck, van or trailer (all hereinafter referred to as “vehicle”) contains cargo of more than two shipping marks per vehicle and the cargo must be segregated by marks in accordance with the shipping document, the following segregation charges will apply on unloading, to be billed to the party delivering the cargo at the wharf or terminal facility:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">(1) All articles, except cotton:</td> <td style="text-align: right;"><u>Per Vehicle</u></td> </tr> <tr> <td>3 to 8 marks per vehicle</td> <td style="text-align: right;">\$63.67</td> </tr> <tr> <td>9 to 15 marks per vehicle</td> <td style="text-align: right;">\$99.74</td> </tr> <tr> <td>Over 15 marks per vehicle</td> <td style="text-align: right;">\$135.45</td> </tr> <tr> <td> (2) Cotton, in bales:</td> <td style="text-align: right;"><u>Per Bale</u></td> </tr> <tr> <td>3 to 5 marks per vehicle</td> <td style="text-align: right;">\$0.58</td> </tr> <tr> <td>Over 5 marks per vehicle</td> <td style="text-align: right;">\$0.91</td> </tr> </table> <p>CHARGES FOR ACCUMULATION OF CARGO</p> <p>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:</p> <table style="width: 100%; border: none;"> <tr> <td colspan="2">All articles in any of above combination:</td> </tr> <tr> <td>3 to 4 marks/sizes per vehicle</td> <td style="text-align: right;">\$ 63.67</td> </tr> <tr> <td>5 to 8 marks/sizes per vehicle</td> <td style="text-align: right;">\$135.52</td> </tr> <tr> <td>Over 8 marks/sizes per vehicle</td> <td style="text-align: right;">\$177.97</td> </tr> </table>	(1) All articles, except cotton:	<u>Per Vehicle</u>	3 to 8 marks per vehicle	\$63.67	9 to 15 marks per vehicle	\$99.74	Over 15 marks per vehicle	\$135.45	 (2) Cotton, in bales:	<u>Per Bale</u>	3 to 5 marks per vehicle	\$0.58	Over 5 marks per vehicle	\$0.91	All articles in any of above combination:		3 to 4 marks/sizes per vehicle	\$ 63.67	5 to 8 marks/sizes per vehicle	\$135.52	Over 8 marks/sizes per vehicle	\$177.97	<p>640</p> <p>642</p> <p>644</p>
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SECTION VII – TERMINAL AND EQUIPMENT CHARGES	
APPLICATION	ITEM
<p>TERMINAL CHARGE – CONTAINERS</p> <p>Terminal charges are based upon straight time only. Containers received/delivered in overtime will be charged rates in accordance with Tariff Item 620.</p>	700
<p>DOCUMENTATION</p> <p>The Terminal Operator will perform the necessary clerical work to effect physical exchange of the container and/or chassis between the motor carrier (or its agent) or water carrier and the Terminal Operator.</p> <p>Notations of the physical status of the equipment at exchange, may be documented by Recorded Images as the equipment is entering or leaving the NEW ORLEANS TERMINAL, LLC. terminal gate system.</p> <p>Retrieval of those Recorded Images from file, will be provided for \$38.25 per interchange requested.</p>	702
<p>RESPONSIBILITY FOR DELAYS</p> <p>No responsibility will be assumed by the Terminal Operator for delays or demurrage on railroad cars, highway trucks or detention on vessels, as well as interruption of service due to heavy rain, flooding, electrical failure and other causes beyond its control and not the fault of the Terminal Operator.</p>	
<p>CONTAINERS LOADED IN EXCESS OF RATED CAPACITY</p> <p>The rates, rules and regulations published in this tariff are not applicable to containers loaded in excess of their rated capacity. Neither the terminal nor the crane owner will permit its mechanical equipment (designed for movement or carriage of containers) or the container crane to be used in any way to lift, move or transport a container loaded in excess of its rated capacity, should the terminal equipment or the crane be used to lift, move or transport a container which is loaded in excess of its rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands, and suits for damage including damages for death and personal injury, and including court costs and attorney’s fee, incident to or resulting from such unauthorized use.</p> <p>Containers delivered to the terminal by inland carrier in excess of their rated capacity will be rejected at the gate and not received.</p>	704 706
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<p>LOSS OR DAMAGE</p> <p>Watchman – terminal provides routine watching services. The intent of this is to supply personnel to do ordinary watching functions to serve as an alert in the hope of preventing theft and/or fire, but it is not intended to be construed as insurance in the case of either fire or theft. The watching service provided is a private service and, like public “police” service, undertaken to prevent theft to the best of its ability, but does not guarantee it nor insure against loss by fire, theft or pilferage.</p> <p>Regardless of any other provisions of this item, the Terminal Operator will not accept responsibility for concealed damage or loss nor for the condition of contents or damage containers when received in damaged condition from vessel or inland carrier. The Terminal Operator will not accept responsibility for contents of containers, which do not have intact listed seals.</p> <p>Containers delivered to the terminal by inland carrier without seals or without intact seals will be rejected and not received by the terminal.</p> <p>Through prior written authorization a Line may request the terminal accept containers without seals or without intact seals. The terminal will immediately seal such containers and a sealing charge will apply. Responsibility provisions of this item are still applicable.</p>	708
<p>LIMITATION OF LIABILITY FOR LOSS OR DAMAGE</p> <p>NEW ORLEANS TERMINAL shall not be liable for any damage unless caused by its negligence or the negligence of its servants. In all events its liability will be limited to the lesser of the actual damages caused or \$500.00 per package or customary freight unit. For containers containing goods loaded to pallets or other packaging utilized to facilitate loading or unloading to and from the container, the “package” for purposes of this calculation shall be deemed to be subcontractors of each carrier for the purpose of inclusion in “Himalaya” clauses of the carrier’s bill of lading, waybill or other transport document providing carrier’s subcontractors with the benefit of the carrier’s limitation of liability provisions.</p>	710
<p>RECEIVING OF CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT</p> <p>Containers having damage or variances which may impede normal movement with the terminal’s mechanical equipment will not be received in the marshalling yard unless prior arrangements have been made with the Terminal Operator. Handling of such containers will be on an extra labor and equipment basis of cost plus 25%.</p>	712
<p>MAFI USAGE STORAGE FEE</p> <p>Containerized and non containerized cargos which require the usage of a mafi trailer will be assessed a fee of \$175.00 after the first 3 working days or unless prior arrangements are made with New Orleans Terminal.</p>	713
<p>RECEIVING OF CONTAINERS HAVING DIMENSIONAL LENGTHS OTHER THAN 20’/40’</p> <p>Prior arrangements must be made with Terminal Operators and crane owner by the authorized agents of the vessel and inland carrier before containers having dimensional lengths other than 20’ or 40’ will be handled.</p>	714
<p>INSPECTION OF OFF-HIRE/SALE BOXES ON TERMINAL PREMISES</p> <p>a) Visually Inspect Boxes at their existing place of rest in yard..... \$83.09 per each inspection</p> <p>b) Ground boxes for inspection purposes..... \$111.89 per each inspection</p> <p>Note: Any and all re-handles required to position boxes for inspection purposes to be charged additionally at \$56.22 per each re-handle.</p>	715
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APPLICATION	ITEM
<p>SEALING OF CONTAINERS Any verification and/or sealing of containers requested by the line or their agents will be charged at \$83.09 per container.</p>	716
<p>EXPLOSIVE AND RADIOACTIVE CONTAINERS (IMPORT OR EXPORT) Any Explosive, Radioactive Container or any container with an IMO Class 1 or an IMO Class 7 rating must be removed from or delivered to New Orleans Terminal LLC within 24 hours of vessel working or as directed by local governmental agencies. For vessels working on weekends and/or holidays these containers must be removed or delivered by close-of-business (COB) on the first available business day or as directed by local governmental agencies.</p> <p>Containers not removed or delivered within this period will be subject to a rate of \$540.75 per day or fraction thereof, per each unit, until said containers are removed.</p>	717
<p>LOADING/UNLOADING CONTAINERS/CHASSIS RAILROAD CARS The following rate applies to standard ISO containers handled at the Napoleon Avenue Intermodal Terminal:</p> <p style="padding-left: 40px;">\$110.14 per container, COFC \$159.68 per TOFC lift</p> <p>Surcharges applicable to containers not loaded to or discharged from a vessel at the Port of New Orleans...</p> <p style="padding-left: 40px;">\$55.97 per full container \$11.20 per empty container</p> <p>NOTE: Above rate includes placing and/or removal of twist locks, drayage to/from the New Orleans Terminal yard, TIR/EIR and mounting/grounding for units within the confines of the New Orleans Terminal container yard.</p>	718
<p>CHARGE FOR “HANDLING CONTAINERS” EMPTY OR LOADED IN MARSHALLING YARD The Terminal will handle containers, empty or loaded in the marshalling yard at the following charges, for users of the terminal, which NEW ORLEANS TERMINAL does not have this service covered under a current stevedoring contract, \$133.82 per handled container. All Flatracks will be received with the bulkheads in the down position. Those which are received will have a charge of \$75.00 per unit to put the bulkheads down.</p>	720
<p>CHANGE OF VESSEL, VOYAGE OR PORT Any export booking that is rolled, transferred, has port changes, vessel changes, voyage changes, vessel cancellations etc., are subject to a flat rate fee per container already received of \$61.04. Containers that are received after the change is affected are not subject to this fee.</p> <p>The above rate applies to any and all changes made prior to vessel cut-off date and time. Should changes be required after vessel cut-off date and time, all related labor personnel and necessary equipment to be charged additionally on a cost +20% basis as per actual hours required.</p>	722
<p>CHARGE FOR INTERCHANGE OF EACH CONTAINER/CHASSIS IN OR OUT OF GATEHOUSE AND/OR FROM BARGE \$47.33 per each Equipment Interchange Report. For inspection and interchange requested by the line on overtime, see separate overtime charges to apply as per Item 620.</p>	723
<p>CHARGE FOR TERMINAL MODERNIZATION/TERMINAL MODERNIZATION FEE A charge of \$25.50 per loaded container will be assessed as a Terminal Modernization Fee</p>	724
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<p>AFFIXING AND/OR REMOVAL OF PLACARDS TO/FROM CONTAINERS</p> <p>When requested, terminal operator will charge a fee of \$38.88 per each placard either removed and/or affixed to a container and/or chassis.</p>	730
<p>INSPECTIONS AUTHORIZED FOR COMPLIANCE WITH U.S. GOVERNMENT REGULATIONS AND/OR OTHER REGULATORY AGENCIES INCLUDING COAST GUARD INSPECTIONS:</p> <p>Charges for inspections performed by government regulatory agencies such as U.S. Food and Drugs, U.S. Customs, USDA, or National Cargo Bureau, when required, shall be charged to the Carrier and/or its' agents, requiring such inspections.</p> <p>a) NEW ORLEANS TERMINAL will not allow outside vendors to open containers for inspection purposes and when such services are required, NEW ORLEANS TERMINAL Personnel will arrange to furnish such services upon request. An inspection fee per each container will apply and will be charged to the responsible party ordering same. Rate to be quoted on case by case basis.</p> <p>b) US Customs Container Security Initiative inspections requiring X-RAY examinations of any and all full and/or empty containers either at shipside location and/or in yard, USDA interior and/or exterior inspections of containers placed on automatic hold and/or other regulatory inspections as may be required, the following charges shall apply:</p> <ol style="list-style-type: none"> 1. Inspections carried out at shipside locations - \$193.53 per each container inspected. 2. Inspections carried out at container marshaling yard - \$244.38 per each box inspected if advance notice furnished to NEW ORLEANS TERMINAL, prior to commencing vessel load and/or discharge operations for approved users of the New Orleans chassis pool. Steamship lines not approved to use the New Orleans chassis pool will be subject to a rate of \$268.46 per container. If information is received after vessel operations commence and containers are already in a stacked position in the marshaling yard and it becomes necessary to locate/remove/replace specific containers numbers to/from stack, including re-stacking of any and all containers previously moved for such purposes, an additional re-handle charge of \$59.71 per each box rehandled, shall also apply. <p>NOTE 1: Above charges cover staging of boxes for inspection purposes including mounting/dismounting to/from chassis and draying of containers to/from XRAY equipment locations or other inspection areas, to/from shipside and/or marshaling yard locations.</p> <p>NOTE 2: On all occasions, once cargo is received in NEW ORLEANS TERMINAL' direct control and custody, the responsibility for release of containers placed on hold by any Government and/or related regulatory agency initiates a direct obligation for compliance, by NEW ORLEANS TERMINAL on Carrier's behalf. As such, prior to all cargo remaining in our care and custody being released from our possession, Inspection related charges will either have to be paid in full and/or written notification received from Carrier, guaranteeing payment of all related inspection fees. NEW ORLEANS TERMINAL will not handle direct collection of inspection fees from any other involved party, other than vessel agent and/or Carrier. Containers, in the interim, which are placed on hold by NEW ORLEANS TERMINAL as a result of non-compliance with above specified credit terms, will continue to incur all other charges applicable per our published tariff.</p>	731
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<p>ELECTRICAL SERVICE AND TEMPERATURE MONITORING OF REFRIGERATED CONTAINERS AT THE TERMINAL</p> <p>The Terminal Operator will furnish electrical power to refrigerated and heat containers at a rate of \$72.59 per container, per each twenty-four (24) hours or any fraction thereof. Rate is subject to further adjustment based upon any subsequent rate increase(s) passed on to local New Orleans users of electrical services by New Orleans Entergy Corporation.</p> <p>When requested, NEW ORLEANS TERMINAL will provide temperature monitoring service rates based on a fixed minimal number of boxes to be monitored each day.</p> <p>Note – The Terminal Operator and its’ affiliated companies providing these services will not be responsible for the repair of any equipment, except as authorized in writing and agreed in writing by the terminal or its’ affiliated companies.</p> <p>In consideration of providing services at the quoted prices for refrigerated containers, it is agreed the total liability of New Orleans Terminal LLC, its parent and affiliated corporations, their employees and agents (collectively and individually “NEW ORLEANS TERMINAL”) is limited to \$500.00 per refrigerated container (regardless of the number of packages, pallets or customary freight units in the refrigerated container) in the event of any damage sustained by containerized cargo or any delay in its shipment incurred or sustained while said cargo is in the possession, custody or control of “NEW ORLEANS TERMINAL”, regardless whether such damage or delay was caused by, in whole or in part, or in any way related to the negligence of, breach of duty of, breach of warranty of, breach of contract by or strict liability of NEW ORLEANS TERMINAL.</p> <p>Customer agrees to defend, indemnify and hold NEW ORLEANS TERMINAL harmless from any and all claims, suits or damages in excess of \$500.00 per refrigerated container, arising out of or in anyway related to such damage or delay to the containerized cargo, regardless of the partial or sole negligence, strict liability, breach of duty, breach of warranty, or breach of contract of NEW ORLEANS TERMINAL and also agrees to pay all attorney fees and costs incurred by NEW ORLEANS TERMINAL in enforcing this provision. Should customer wish to have a greater limit of liability or to arrange insurance coverage, NEW ORLEANS TERMINAL is to be contacted to discuss these options.</p> <p>TEMPERATURE/SYSTEM DOWNLOADS OF TEMPERATURE CONTROLLED CONTAINERS AT THE TERMINAL</p> <p>When requested, Computer information downloads of compatible temperature-controlled unit/s at rest on New Orleans Terminal property may be provided at the rate of \$113.94 per unit.</p>	732
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<p>CONTAINERS/CHASSIS INTERCHANGED BETWEEN CARRIERS/OTHER PARTIES INSIDE TERMINAL</p> <p>A charge of \$63.48 will be paid by the party receiving the equipment. The Terminal Operator will remove old I.D. placards and attach new I.D. placards and will make one rehandle to move the equipment from one stack to another for this charge. Any additional rehandles will also be paid by the same authorizing party. This charge does not include an inspection of the equipment.</p>	736																																
<p>CHARGE OF RENTAL EQUIPMENT (Hourly Basis)</p> <p>The hourly rental rates for equipment listed below, when available, will be quoted on a case-by-case basis and such charges will apply for equipment with no operator. A fuel surcharge of ten percent will be added to all hourly rental rates for equipment described below.</p> <table style="margin-left: 40px; border: none;"> <tr> <td>Service vehicle</td> <td>(Maintenance)</td> </tr> <tr> <td>Pickup truck</td> <td>(Pickup truck)</td> </tr> <tr> <td>Lift machine</td> <td>(5,000 lbs. and under capacity)</td> </tr> <tr> <td>Lift machine</td> <td>(10,000 lbs. and under capacity)</td> </tr> <tr> <td>Lift machine</td> <td>(30,000 lbs. and under capacity)</td> </tr> <tr> <td>Lift machine</td> <td>(52,000 lbs. and under capacity)</td> </tr> <tr> <td>Stacker lift Machine</td> <td>(25,000 lbs. and under capacity)</td> </tr> <tr> <td>Stacker lift machine</td> <td>(85,000 lbs. and under capacity)</td> </tr> <tr> <td>Rubber Tired Gantry</td> <td></td> </tr> <tr> <td>Tractor, switching</td> <td></td> </tr> <tr> <td>Trailers</td> <td></td> </tr> <tr> <td>RORO lift machine</td> <td>(30,000 lbs. and under capacity)</td> </tr> <tr> <td>Sweeper (4-hour min.)</td> <td>(90,000 lbs. and under capacity)</td> </tr> <tr> <td>Squeeze</td> <td>(Cotton clamp attachment)</td> </tr> <tr> <td>Squeeze</td> <td>(Paper clamp attachment)</td> </tr> <tr> <td>Drum attachment</td> <td></td> </tr> </table> <p>Operators for any of the above equipment will be billed additionally at cost plus twenty-five percent (25%) for all pay time and guarantees.</p>	Service vehicle	(Maintenance)	Pickup truck	(Pickup truck)	Lift machine	(5,000 lbs. and under capacity)	Lift machine	(10,000 lbs. and under capacity)	Lift machine	(30,000 lbs. and under capacity)	Lift machine	(52,000 lbs. and under capacity)	Stacker lift Machine	(25,000 lbs. and under capacity)	Stacker lift machine	(85,000 lbs. and under capacity)	Rubber Tired Gantry		Tractor, switching		Trailers		RORO lift machine	(30,000 lbs. and under capacity)	Sweeper (4-hour min.)	(90,000 lbs. and under capacity)	Squeeze	(Cotton clamp attachment)	Squeeze	(Paper clamp attachment)	Drum attachment		737
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<p>CHARGES AND REGULATIONS FOR USE OF THE BOARD OWNED CONTAINER CRANES CAN BE FOUND IN THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF – FMCT NO. 2, SECTION 512.</p>	745
<p>STACKING/UNSTACKING CHASSIS/FLATBED TRAILER AND/OR FLATRACK EQUIPMENT – PER UNIT RATE TO APPLY:</p> <p><u>A. Yard Stacking of chassis and/or flats:</u> 1) Units of three high – rate is \$200.00 per unit of three each. 2) Units of four high – rate is \$300.00 per unit of four each.</p> <p><u>B. Road Stacking of Chassis Including Banding of Units:</u> 1) Units of three high – rate is \$572.03 per unit of three each. 2) Units of four high – rate is \$754.81 per each unit of four each.</p> <p><u>C. Road Stacking of Chassis which do not require banding:</u> 1) Units of three high – Rate is \$381.32 per unit of three each. 2) Units of four high – Rate is \$413.05 per unit of four each.</p> <p><u>D. Placing Flatrack Ends Up or Down:</u> To either place ends up or down on flatracks stacking, dispatch, etc. the rate is \$33.39 per flatrack.</p> <p>NOTE: NEW ORLEANS TERMINAL accepts no responsibility for any banding loosened by vibration.</p>	746
<p>CHARGES FOR ABANDONED EQUIPMENT</p> <p>All equipment left on the terminal without a properly completed Interchange to receive the equipment will be presumed to be abandoned.</p> <p>Storage charges on this equipment shall accrue at a rate of \$46.45 per day for each of the first seven calendar days or fraction thereof, and storage charges will continue to accrue as long as equipment remains on the terminal. Beginning with the eighth calendar day or fraction thereof, storage charges shall increase to \$106.06 per day. In addition, any services provided to move the equipment out of the way of normal operations will be for the account of the owner of the equipment.</p> <p>The terminal reserves the right to sell any abandoned equipment to recover all charges due within five working days of notification to the actual equipment owner, either by certified mail or within two weeks of an attempt to locate the owner through the local newspaper and/or via our web site.</p>	747
<p>RECEIPT OF STOW PLANNING DOCUMENT</p> <p>Final stow plan documents are to be received by 1600 the day prior to the vessel arrival. If received after 1700, the line will be subject to a fee of \$605.91 for clerical overtime in preparing the vessel stowage.</p>	748
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<p>SOLAS/International Maritime Organization's Verified Gross Mass (VGM)</p> <p>All containers received thru the New Orleans Terminal gate complex will be accepted in with the trucker's weight supplied from the New Orleans Terminal appointment system. Using the current practice of secondary weighing of units with non-certified scaling devises and being consistent with OSHA 29 CFR 1918.85(b) and 1917.71(b), units would then be received in as an export load (via truck, rail or barge) and planned accordingly into the respective container yard stacks basis these secondary weights. New Orleans Terminal does not accept any liability in these weights being offered to the respective shipping line.</p> <p>If at any time the VGM received changes the weight class or block/stack which the container(s) have been set for in the yard, all rehandles / drayage's etc. will be for the account of the respective shipping line. If by the time of the general cargo cut, the VGM has not been electronically received from the respective SSL, those containers will be rolled to the next vessel with the all respective charges being applied.</p>	749
<p>REQUEST OF PHOTOS OR ESTIMATES FOR CONTAINERS OR CHASSIS</p> <p>Estimated repair fee for containers or chassis that are not repaired by N.O.T., \$43.02 per estimate</p> <p>Request of photos of carrier equipment (e-mail photos only), a photo fee of \$5.38 for 1-8 photos and/or \$10.76 for 9+ photos (up to max of 15 photos).</p>	750
<p>CHARGES FOR HAZARD/ENVIRONMENTAL CAPTURE BIN/CART</p> <p>At the Terminals discretion, any unit(s) posing a hazard and/or environmental risk to New Orleans Terminal LLC, the use of the hazmat bin and or like containment equipment will be subject to a \$600.00 per day fee for each calendar day that unit initiates use until unit is fully clear of container and environmentally cleaned. This does not include any associated clean up fees, special handling fees necessary per usage, and/or replacement fees which may be incurred.</p>	751
<p>SPECIFIC STOWAGE YARD HANDLES</p> <p>Units with requested vessel stowage that result in added yard handles to accommodate, will be subject to a stowage yard handling fee as set forth in ITEM 715 Re-handle fee.</p>	752
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<p>EXTENSION OF CREDIT</p> <p>NEW ORLEANS TERMINAL at its option and subject to termination at its election, may at any time or from time to time extend credit to any user or other person conducting business with NEW ORLEANS TERMINAL. This extension of credit shall be pursuant to provisions of this tariff, or amendments thereof, by such user or other person establishing and maintaining single transaction annual surety bond with one hundred twenty-five percent (125%) of maximum liability per single transaction or annual maximum liability. The form and content of such bond must be acceptable to NEW ORLEANS TERMINAL chief financial officer. Further extension of credit may be suspended or terminated by NEW ORLEANS TERMINAL, subject to establishment of added or extended credit acceptable to NEW ORLEANS TERMINAL chief financial officer. Extension and continuation of said credit shall be conditional upon payment of invoiced charges within thirty (30) days subject to terms and conditions outlined in section VIII Item 802 (Payment of Charges) of this tariff. Furthermore, NEW ORLEANS TERMINAL reserves the right, at its sole discretion, to request funding in advance, prior to vessel arrival.</p>	800
<p>PAYMENT OF CHARGES</p> <p>All charges incurred under the provisions of this tariff are due upon receipt of said services unless satisfactory credit has been previously established by the customer with the NEW ORLEANS TERMINAL chief financial officer. If credit is extended, all tariff charges must be paid in full within thirty (30) days from the date of the invoice. Customers with account balances older than thirty (30) days will be classified as delinquent. Any delinquent customer shall immediately and automatically have credit privileges revoked.</p> <p>Furthermore, account balances greater than sixty (60) days old shall be classified as extremely delinquent and said customer shall lose any collection fee that may have been credited for the timely remittance of the outstanding tariff charge.</p>	802
<p>CHANGES IN CREDIT STATUS</p> <p>NEW ORLEANS TERMINAL shall notify customers by certified mail of any change in credit status, assuming the customer has previously posted, by certified mail, one (1) customer contact name and the correct mailing address with the chief financial officer. It is the customer's obligation to keep this information valid and current. In all other cases, NEW ORLEANS TERMINAL is under no obligation to contact the customer on any changes in credit status.</p>	804
<p>DELINQUENT LIST AND CHARGES</p> <p>All parties subject to the provisions of this tariff placed on the delinquent list shall immediately be denied further use of all NEW ORLEANS TERMINAL facilities until all delinquent invoices are paid in full. Delinquent invoices are subject to an annual interest rate of 12%, or a minimum charge per invoice of \$5.00, whichever is greater. Should it become necessary to retain a third-party collection service with respect to delinquent invoices, an additional charge of 5% of the balance of each invoice outstanding, with a minimum charge per invoice of \$100.00, shall apply to cover the cost of the collection effort.</p>	806
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<p>EXONERATION FROM LIABILITY</p> <p>A. General Provisions:</p> <p>The Terminal Operator does not warrant its services or its performance and shall not be responsible for loss, injury or damage to vessels, persons, cargo or other property unless said loss, injury or damage is caused by the Terminal Operator's failure to exercise reasonable care in the performance of its services.</p> <p>B. Force Majeure:</p> <p>In no event shall the Terminal Operator be liable for loss or damage to cargo or to other property in its possession caused by shrinkage, degradation, fire, frost, moisture, heat, leakage, evaporation, theft, rodents, insects, thenature elements or an Act of God, or for delay, loss or damage resulting from strikes or lockouts, walkouts, picketing, or restraint of labor from whatever cause, wars, riots, insurrections, or for any other causes beyond the Terminal Operator's reasonable control.</p> <p>C. Concealed Damage:</p> <p>The Terminal Operator shall not be liable for concealed damage or for the condition of cargo or goods packed in containers.</p> <p>LIMITATION OF LIABILITY</p> <p>Except in case of Terminal Operator's own negligence shall the Terminal Operator be liable for loss, damage or delay of cargo or other property for a sum in excess of five hundred dollars (\$500.00) per package or per unpackaged freight unit or per customary freight unit unless the Bailor, Shipper, Consignor, Charterer, Carrier, Consignee or Receiver, prior to the commence of services provided for herein, declares in writing a higher value and pays to the Terminal Operator, in addition to the other charges for services herein set forth, a premium computed at one percent (1%) of the declared value of each package, unpackaged freight unit or customary freight unit. In the event of such additional payment the Terminal Operator shall be liable for loss, damage or delay to cargo or other property only to the extent of said full declared value of each such package or unpackaged freight unit and only if resulting solely from the Terminal Operator's failure to exercise reasonable care in the performance of its services. The remedy provided herein is exclusive of all other remedies.</p>	816	
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