

PICTOU MARINE TERMINALS

TERMINAL SERVICES TARIFF

January 01, 2008.

Information regarding this Terminal Services Tariff may be obtained at the following address:

PICTOU MARINE TERMINALS
PO Box 1709
Pictou, NS
B0K 1H0

NOTICE

Take notice that the terms and conditions of this Tariff contain provisions limiting and/or excluding liability on the part of Pictou Marine Terminals.

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1. PREFACE

- 1100 **APPLICATION** - This tariff published by Pictou Marine Terminals incorporates fees for wharfage and berthage formerly charges by Transport Canada. Fees are set by Pictou Marine Terminals.
- 1110 **CONFIDENTIALITY** – The contents and language of this tariff are intended for internal use only. Information relating to rates, terms, conditions and limitations of liability may be related to interested parties, but the actual document is to remain confidential at all times. Those portions of the tariff which are superceded from time to time by amendment are to be destroyed.
- 1120 **USE OF TERMINAL DEEMED ACCEPTANCE** – The use of Pictou Marine Terminals’ facilities and services shall be deemed complete acceptance of the tariff, its revisions or supplements, and the terms and conditions contained herein.
- 1130 **TARIFF EFFECTIVE** – The rates, charges, rules and regulations named in this tariff shall apply to all traffic and cargo on or after the effective date as shown on each page.
- 1140 **ALL RIGHTS OF OPERATION RESERVED** – Pictou Marine Terminals reserves the right to furnish all equipment, supplies, and material and to perform all services in connection with the operation of the Terminals under rates and conditions named herein.
- 1150 **CHARGES PAYABLE BY WHOM** – All charges, unless otherwise specified, when not absorbed by the ocean carrier, are for the account of the owner, shipper, or consignee of the cargo.
- 1160 **CHARGES IN CANADIAN FUNDS** – All charges in this tariff are quoted in Canadian Funds.
- 1170 **COMPOSITION OF TARIFF** – Where this tariff is issued electronically, revisions will be affected top the document in its entirety and reissued as a complete document. Hard copy versions of the tariff will be issued in loose-leaf form. All changes to this format will be made by reprinting an entire page. Each reprinted page will bear a revised page number. New pages added to the tariff will be numbered according to their location within the tariff, and reissues of these new pages will likewise bear the same page number.
- 1180 Numbers in brackets refer to item numbers in this tariff.

2. CURRENT PAGES

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

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1. INDEX OF CARGO AND CHARGES

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1. CHARGES INDEX

1300	Berthage	4000	Demurrage/Storage
1400	Line Handling	5000	Terminal Equipment
1500	Miscellaneous Services	6000	Terminal Labour
1600	Security	7000	Terms and Conditions - Vessels
1700	Marina	8000	Terms and Conditions - Cargo
1800	Commercial Small Craft/Fishing	9000	Charges Generally
2000	Wharfage		

2. CONVERSION FACTORS

1250	Metre	= 3.2808 feet
	Kilogram	= 2.2046 pounds
	Litre	= 0.2200 gallons (0.2642 U.S. gallons)
	Metric Tonne	= 1000.00 kilograms = 2204.6 pounds = 1.1023 short tons = 0.9842 long tons
	Cubic Metre	= 1000.00 litres = 35.315 cubic feet = 0.8830 measurement tons (40 cubic feet) = 0.4283 MBFM (thousands of board feet) = 220.0 gallons (Imperial) = 27.50 bushels (Imperial) = 6.290 barrels (42 U.S. gallons) = 0.2759 cords
	MBFM	= 1000 board foot measure = 1000 board feet of logs by Scribner scale
	Cord	= 128 cubic feet = 3.6245 cubic metres

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3. VESSELS

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3. VESSELS

		<u>Unit</u>	<u>Rate</u>
1300	Berthage (7000)		
1310	Berthage charge on a vessel, other than a vessel described in item 1313, that is moored at a float		
1311	-per day or part thereof	mloa	1.72
1312	-per month	mloa	40.30
1313	Berthage charge on a licensed Canadian commercial fishing vessel that is moored at a float or elsewhere, or a vessel not engaged in loading, unloading, or any other commercial activity that is moored elsewhere than at a float		
1314	-per day or part thereof	mloa	0.57
1316	Berthage charge for a vessel, other than a barge (item 1319), that is loading or unloading or engaged in any other commercial activity elsewhere than at a float		
1317	-per hour or part thereof	mloa	0.19
1318	-maximum per day	mloa	2.16
1319	Berthage charge for a barge that is loading, unloading or engaged in a commercial activity elsewhere than at a float		
1320	-per hour or part thereof	mloa	0.65
1321	-maximum per day	mloa	2.61
1324	Minimum berthage charge for a vessel described in any of items 1310-1321	Vessel	48.40
1400	Handling Vessel Lines (7100)		
1410	Tying Up		
1411	Letting Go		
1412	-Weekdays anytime either operation	Vessel	202.50
1413	-Saturdays any time either operation	Vessel	413.50
1414	-Sundays and Holidays any time either operation	Vessel	544.50
1420	Line Boat	Hour	202.50
1500	Miscellaneous Services		
1510	reserved		
1520	Reserved		
1530	Water Connection	Fill	302.50
1540	Water	Ton	0.67

		<u>Unit</u>	<u>Rate</u>
1560	Garbage container (domestic only)	Fill	544.50
1600	Security (7200)	Hour	29.04

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1700	Marina	Unit	Rate
1710	All marina rates, terms, conditions and contracts are contained in a separate in a separate document		
1800	Commercial Small Craft / Fishing		
1810	Berthage for inshore fishing vessels	Season	\$302.50
1820	Small commercial/government and offshore fishing vessels will be charged as for all commercial vessels		
1830	Short term traps storage	Season	\$60.50

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4. CARGO

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4.CARGO

2000	Wharfage (8000)	<u>Unit</u>	<u>Rate</u>
2010	All goods not otherwise specified (NOS)		
2011	-with a cubic content of less than 1 m ³ per tonne	Tonne	3.18
2012	-with a cubic content equal to or greater than 1 m ³ per tonne	Tonne	2.57
	In all cases, cubic content is calculated according to maximum dimensions.		
2015	Automobiles, auto trailers, tractors	Each	7.04
2018	Beer	Tonne	6.43
2021	Boats		
2022	-not over 6m in length	Each	7.37
2023	-over 6m in length but not over 10m in length	Each	17.58
2024	-over 10m in length	Each	35.17
2027	Cement		
2028	-in bulk	Tonne	1.13
2029	-in containers	Tonne	1.51
2033	Coal	Tonne	0.81
2036	Barrels, Drums, Casks (empty)	Each	0.34
2039	Explosives	Tonne	17.64
2042	Fertilizer	Tonne	2.10
2045	Fish		
2046	-whole	Tonne	0.49
2047	-cured	Tonne	0.61
2048	-processed	Tonne	0.73
2051	Grain, grain products, hay	Tonne	0.84
2054	Liquors, spirits, alcoholics beverages, except beer and wine	Tonne	15.50
2057	Livestock		
2058	-horses, mules, colts	Each	1.77
2059	-cattle, calves	Each	1.42
2060	-sheep, swine	Each	0.74
2063	Lumber and timber except plywood	Cubic metre	0.69
2066	Metals, in ingots, pigs, blooms, bales, etc.	Tonne	2.33
2069	Motorcycles, snowmobiles, all terrain vehicles	Each	1.77
2072	Newsprint	Tonne	1.94
2075	Gasoline, petroleum products and other liquid commodities		
2076	-gasoline		
2077	-in bulk	Kilolitre	1.31

2078	-not in bulk	205 l drum	0.40
2079	-other petroleum products		
2080	-in bulk	Kilolitre	1.78
2081	-not in bulk	205 l drum	0.75
2082	-all other liquid commodities		
2083	-in bulk	Kilolitre	2.07
2084	-not in bulk	205 l drum	0.63
2087	Ore, alum, barites, sulphur, soda ash, calcium chloride	Tonne	1.17
2090	Ore concentrates	Tonne	1.94
2093	Plywood	Tonne	2.23
2096	Potatoes and root vegetables	Tonne	0.93
2099	Pulpwood, firewood, in stacked cords	Cubic metre	0.27
3002	Salt	Tonne	1.05
3005	Sand, gravel, stone	Tonne	0.76
3008	Scrap metal	Tonne	2.53
3011	Trucks, tractor-trailers, trailers, buses, in addition to their contents	Metre length	2.24
3013	Wines	Tonne	8.14
3015	Woodpulp	Tonne	1.54
3018	Minimum Charge	Shipment	1000.00
3021	Containers over 6m in length, in addition to the wharfage charged to their contents	Each	38.27
3024	Fruit concentrate in barrels	Tonne	2.18
3027	Secondary fibre, waste paper	Tonne	1.61
3030	Woodchips, sawdust	Tonne	1.17
3033	Water, in bulk, except potable domestic (1540)	kilolitre	1.03

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4000	Demurrage/Storage	<u>Unit</u>	<u>Rate</u>		
4010	Storage for goods in unheated warehouse, per day	Square metre	0.38		
4020	Storage for goods on wharves, per day or part thereof	Square metre	0.18		
4030	Storage for goods elsewhere on terminal, per day or part therefore	Square metre	0.12		
5000	Terminal Equipment				
5010	Forklift truck				
5011	-9000 lbs capacity	Hour	46.20		
5012	-15000lbs capacity	Hour	72.60		
5020	Tractor-trailer and trailer	Hour	121.00		
5030	Shore Crane	Hour	By arrangement		
5040	Wheel loader	Hour	121.00		
5050	Pulp loader	Hour	121.00		
6000	Terminal Labour				
		A	B	C	D
6010	Foreman	44.00	66.00	66.00	88.00
6020	Skilled	44.00	66.00	66.00	88.00
6030	Unskilled	27.50	41.25	41.25	55.00

Categories:

Foreman required with three or more labourers

Additional foremen required for every eight labourers

Skilled labour includes crane and machinery operators, but not forklift operators

Unskilled labour includes unskilled labour and forklift operators

A- Straight Time

B- Weekdays 1800-2200

C- Saturdays 0800-1800

D- Saturdays 1800-2200 and all times Sundays and Holidays

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5. VESSEL TERMS AND CONDITIONS

- 7000 **Berthage (1300)**
Berthage shall be charged as per the most recent revision of this tariff, and is payable by the owner of the vessel that occupies the berth or is fast or tied up alongside any other vessel occupying a berth at Pictou Marine Terminals.
- 7010 Where berthage is payable in respect of a vessel, it shall be paid for a period of time commencing when the first line is made fast and terminating when the last line is cast off.
- 7020 Under this tariff, vessel length shall be regarded as the overall length of the vessel, as noted in the vessel's official particulars, or by actual measurement, in the absence of such figure.
- 7100 **Handling Vessel Lines (1400)**
- 7110 The charges published in this tariff are calculated on a two hour callout basis. Time required for the purpose of tying up or letting go exceeding this time allowance will be billed on an hourly basis at 50% of the published "Vessel" rate (1412, 1413, 1414).
- 7120 Letting go and tying up in immediate succession within a single two hour time period for the same owner will result in a 30% reduction in the charge for tow Vessel Line Handling Operations.
- 7130 A line boat (1420) will only be supplied at the request of the vessel master or pilot.
- 7140 Water connection (1530) includes the provision of all hoses and labour required to provide the service.
- 7150 Pictou Marine Terminals can only accept domestic garbage. Should a vessel be caught using garbage containers not ordered by the vessel or assigned to the vessel, the owners will be charged as if it had ordered the garbage container (1540).
- 7200 **Security (1550)**
- 7210 Under the ISPS Code, Pictou Marine Terminals will arrange for terminal security (1550). This service is provided from 6 hours prior to the vessels arrival until 1 hour after its departure. The rate published in this tariff is billed back to the shipper or owner of the cargo during this time period, except where cargo operations are suspended due to fault of the vessel. During these periods, security cargoes will be

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billed to the owners in hourly increments.

7220 The requirement for security referred to in this tariff (1550) is a Federal Statutory requirement. Security fees published in this document are not discretionary on the part of either Pictou Marine Terminals or the users of the port facility.

7230 Nothing in this tariff will override the requirements of Pictou Marine Terminals' Port Facility Security Plan, any vessel's Ship Security Plan, or the interface of the two plans

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6. CARGO TERMS AND CONDITIONS

8000 **Wharfage (2000)**

8010 Wharfage means a charge published in this tariff in respect of goods, including goods in containers, that are:

- loaded on or unloaded from a vessel
- transshipped over side from a vessel to water or from water to a vessel
- loaded over side from a vessel to water or from water to a vessel
- landed from or placed in the water, or
- loaded on or unloaded from a vehicle

8020 All wharfage charges are payable by the owner of the goods.

8030 Pictou Marine Terminals reserves the right to classify any cargo.

8040 Wharfage shall not be charged more than once in respect of any goods reshipped from Pictou Marine Terminals, except goods that are:

- removed from and later reshipped through Pictou Marine Terminals
- reshipped through Pictou Marine Terminals, after alteration in form or composition on Pictou Marine terminals' Property.

8100 **Conditions for Acceptance, retention, or Delivery of Cargo**

8110 **Cargo Received or Delivered**

Cargo is received for shipment when dock receipt or other document approved or issued by Pictou Marine Terminals has been accomplished. Cargo received in or on the Terminal awaiting delivery to vessel or inland carrier is in transit until other specific arrangements for its care and custody are made by the cargo owner and vessel or inland carrier with Pictou Marine Terminals. Notwithstanding terms of sale or other considerations or agreements, cargo in transit or on the terminal is under the control of the vessel and subject to the full force and terms of its bill of lading or Contract of Affreightment issued until loaded onboard, released by accomplishment of delivery or released to and accepted by Pictou Marine terminals for other custody.

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8120 **Redelivery and Transshipment Cargo**

Cargo received at the Terminal for delivery to a vessel, which due to unforeseen conditions at the time of receipt must be redelivered to a land carrier, or similarly, cargo received on terminal which is subsequently diverted for transshipment by the vessel operator in lieu of a direct port call of a vessel, the charge or charges on the cargo shall be the same as that applicable to cargo handled to a vessel making a direct call.

8130 **Right to Refuse Cargo**

Pictou Marine Terminals reserves the right, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive or unload or to permit vessel to discharge:

- cargo for which previous arrangement for space, receiving, unloading, or removal from terminal have not been made by shipper, consignee, or vessel.

- cargo deemed extra offensive, perishable or hazardous

- cargo, the value of which may be determined as less than the probable terminal charges.

- cargo not packaged suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned and all the expense, loss, or damage incident thereto shall be for account of shipper, consignee, owner, vessel, or inland carrier.

- cargo, during a period of severe port congestion or other emergency, when in the judgment of Pictou Marine Terminals, the circumstances then prevailing will prevent the company from providing usual care and custody.

8140 **Compulsory Removal of Goods**

Pictou Marine Terminals may, at the risk and expense of the owner, either remove or transfer to another location on terminal, any cargo that, in the opinion of the company, is hazardous, offensive, or which, by its very nature, is liable to damage other cargo.

8150 **Right to Withhold Delivery**

Pictou Marine Terminals reserves the right to withhold delivery of cargo until all accrued terminal charges and/or advances against the cargo have been paid in full.

8160 **Right to Sell for Unpaid Charges**

Pictou Marine Terminals reserves the right to sell cargo on which unpaid terminal charges or costs have been accrued provided the owner has been given adequate notice to pay and remove the cargo but has neglected or failed to comply.

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8200 **Hazardous Cargo**

8210 The acceptance, handling, or storage of hazardous cargoes from vessel, truck or other means is subject to prior approval by Pictou Marine Terminals. Any such operation will be governed by the Canada Shipping Act and Regulations, the Transportation of Dangerous Goods Act and Regulations, and other applicable Federal Regulations.

8220 Hazardous cargoes must be presented on terminal in accordance with all applicable regulations. All shipments must display all approved placards. A Dangerous Goods Statement, Safe packing Statement must be provided to the company in advance of presentation of the hazardous cargoes on terminal by the marine or inland carrier.

8300 **Responsibility for Loss, Damage and Delay**

Pictou Marine Terminals shall not be liable for any loss or damage to merchandise, or for any other injury which results from animals, insects, rodents or vermin; nor for decay, deterioration, evaporation, shrinkage or loss of quantity, quality, or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire suppressant systems, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labour stoppage whether agents or the employees of the company be involved; nor for delay caused by shortage of qualified labour except to the extent that any of the aforesaid injury results solely from negligent acts or omissions of the company, its employees or agents.

8310 **Delays – Waiver of Charges**

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

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7. CHARGES GENERALLY

9000	Charges Generally
	The charges prescribed in this tariff are: -in addition to charges prescribed by any other tariff, notice or by-law -payable to Pictou Marine terminals at the address shown on the invoice -exclusive of HST