

**VIRGINIA INTERNATIONAL TERMINALS, LLC
SCHEDULE OF RATES NO. I**

GOVERNING RATES, REGULATIONS, AND PRACTICES AT MARINE TERMINALS OPERATED BY VIRGINIA INTERNATIONAL TERMINALS, LLC ("VIT") AT THE FOLLOWING MARINE TERMINALS AND THE VIRGINIA INLAND PORT:

Virginia International Gateway ("VIG")
(Formerly known as "APM Terminals" or "APMT")
1000 Virginia International Gateway Blvd.
Portsmouth, VA 23703

Norfolk International Terminals ("NIT")
7737 Hampton Blvd.
Norfolk, VA 23505
Phone (757) 440-7000

Portsmouth Marine Terminal ("PMT")
2000 Seaboard Ave.
Portsmouth, VA 23707

Newport News Marine Terminal ("NNMT")
25th St. & Warwick Blvd.
Newport News, VA 23607

Virginia Inland Port ("VIP")
7685 Winchester Road
Front Royal, VA 22630

Richmond Marine Terminal ("RMT")
(Effective November 1, 2016)
5000 Deepwater Terminal Road
Richmond, Virginia 23234

PUBLISHED BY:
VIRGINIA INTERNATIONAL TERMINALS, LLC,
P.O. BOX 1387
NORFOLK, VIRGINIA 23501
Phone (757) 440-7000

www.portofvirginia.com

This Schedule is effective October 1, 2020. This Schedule shall remain in effect until replaced. It may be amended from time to time. When elements of this Schedule are amended, the effective date of the amendment(s) will be stated.

Direct rate and pricing inquiries for all facilities to VIT Customer Relations
Phone (757)-440-7204
Email vitrates@vit.org

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**SECTION I
APPLICATION****I00 GENERAL APPLICATION**

- A. This SOR applies to the provision of TERMINAL SERVICES by VIT at the TERMINALS, including without limitation NIT, VIG, PMT, NNMT, VIP, and RMT (effective November 1, 2016). This SOR also applies to USAGE of the TERMINALS, and to all other use or occupancy of the TERMINALS. The parties covered by this SOR are all USERS. If VIT has an actual contract with a party covering the services rendered by VIT, then this SOR shall not apply to those services, except to the extent this SOR is incorporated in the actual contract. Use of the TERMINALS shall constitute an agreement to the terms and conditions of this SOR including without limitation payment of all applicable charges.
- B. Any provision in this SOR notwithstanding, this SOR shall not apply to any OCEAN CARRIER which uses a TERMINAL but whose cargo is neither loaded on nor discharged at a TERMINAL. Such OCEAN CARRIER shall be permitted to use a TERMINAL only pursuant to a negotiated contract with VIT.
- C. Charges published in this SOR may be assessed and collected by VIT on cargo delivered to or received from any USER and shall be in addition to rates for transportation to or from the TERMINALS.
- D. This SOR shall apply on and after the stated effective date of this SOR. VIT typically updates the entire SOR as of October 1 of each year. Amendments and supplements to the SOR may be issued prior to the October 1 updates and shall be effective as of the stated effective date(s) of such amendments and supplements.

SECTION II GENERAL RULES

200 DEFINITIONS. Capitalized terms in this SOR not otherwise defined in the body hereof shall have the meanings given to them in Section XI below.

201 APPLICATION OF SECTION II. The terms contained in this Section II will apply in the absence of specific rules in other sections of this SOR.

204 OPERATOR OF TERMINALS

- A. VIT reserves the absolute right to control the use of the TERMINALS, and permission for the use thereof must be obtained from VIT. VIT reserves the right to control and perform the LOADING, UNLOADING, HANDLING, recuperating, reconditioning, fumigating, weighing and sampling of all freight and cargo on the TERMINALS.
- B. Cargo, including loaded CONTAINERS, held on the TERMINALS in excess of FREE TIME provided for in this SOR is subject to LOADED CONTAINER STORAGE. Cargo, particularly cargo subject to pilferage or deterioration, may, at the option of VIT, be sent to a commercial warehouse at the expense and risk of the owner. For cargo moved to commercial storage, a charge will be assessed in addition to the normal storage charges. Rates will be quoted upon request.
- C. VIT is not the consignee of any CONTAINER or cargo unless VIT expressly agrees in writing that it is the consignee.

206 RESPONSIBILITY FOR DAMAGES; TERMINALS HELD HARMLESS; LIMITATION OF LIABILITY.

- A. Notwithstanding anything in this SOR to the contrary, nothing in this SOR shall be construed to exculpate or relieve VIT from liability for its own negligence, or to impose upon others the obligation to indemnify or hold-harmless VIT from liability for its own negligence.
- B. Notwithstanding anything in this SOR to the contrary, no party subject to this SOR shall be responsible for special or consequential damages except to the extent included in claims made by third parties.
- C. Each USER, jointly and severally, agrees to defend, indemnify and save harmless the VIT PARTIES from and against all LOSSES suffered or incurred by VIT arising from personal injury or death, or damage or destruction of property, incident to or resulting from (i) operations on the TERMINALS and/or the use of the TERMINALS' equipment and facilities by such USER(s), their employees, agents, or contractors, (ii) breach of, or failure to comply with any requirement of, this SOR by such USER, its employees, agents, or contractors, and/or (iii) incorrect information being provided by such USER, its employees, agents, or contractors in connection with cargo or CONTAINERS handled on the TERMINALS, such as without limitation, incorrect weights.
- D. USERS of the TERMINALS, including without limitation CARRIERS and VESSELS, their owners, agents and operators, shall be responsible for all damage and injury to person or property resulting from the use of the TERMINALS. The VIT PARTIES reserve the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the TERMINAL FACILITIES including damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, cargo, CONTAINERS, and their contents if loaded; equipment, rail, shop facilities, utilities. The VIT PARTIES may detain any vehicle, VESSEL, water craft, etc., that may be responsible for any damage

to the TERMINALS until sufficient security has been given to cover all LOSSES suffered or incurred by the VIT PARTIES.

- E. Except with respect to VIT's own negligence, VIT assumes no liability for loss or damage to equipment, freight, or cargo handled, stored, or transshipped at VIT, including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, TERRORISM or other causes. VIT is not and shall not be deemed to be the bailee of any equipment, freight, or cargo handled, stored, or transshipped at VIT. Acceptance for use of an open pier by a USER is a recognition of the fact that cargo landed on such dock is at the risk and expense of the USER.
- F. VIT, for the services performed under this Schedule of Rates, assumes no liability for loss or damage to equipment, freight, or cargo handled or transshipped through VIT, including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, TERRORISM or other causes. VIT in any event shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. In no case shall VIT be liable for sum in excess of \$500.00 per package or non-packaged objects unless the shipper, or other USER, declares a higher value and pays to VIT, in addition to the other charges for such services as herein set forth, a premium computed at one percent (1%) of the declared value of each package or non-packaged object, and in such event VIT shall be liable for the full declared value of each such package or non-packaged object up to available insurance coverage limits, for damage resulting from VIT's failure to exercise due and proper care in performing the services or affording the facilities provided for herein. The word "package" shall include any van, CONTAINER or other form of cargo unitization.
- G. VIT will not be responsible for damage sustained by CONTAINERS or cargo because of weather conditions, including but not limited to wind or flooding, or damage to CONTAINERS not caused by VIT's negligence. VIT accepts no responsibility for loss sustained by CONTAINERS or cargo in the pier area or in the stacks at any time. VIT accepts no responsibility for injuries or death, damages or delays caused by cargo handling equipment, including but not limited to cranes, CONTAINERS, straddle carriers, or hustlers and/or the operators of said equipment where the equipment is leased by VIT to a VESSEL owner or operator or their agent/stevedore and the equipment is in the custody and control or supervision of the said VESSEL, owner or operator or its agent/stevedore.
- H. Each CARRIER warrants to VIT that all of CARRIER'S Bills of Lading for CONTAINERS and cargo handled pursuant to this SOR shall contain a provision which makes paramount and applicable to VIT and all other of VIT's servants, agents, or persons performing the contract of carriage, all rights, protections, defenses, limitations of actions, and limitations of liability available to the CARRIER under the Carriage of Goods by Sea Act of the United States ("COGSA", formerly published at 46 USCS Appx. §§ 1300 et seq.), including, but not limited to, the Five Hundred US Dollars (\$500) package limitation, as the same may be increased by law from time to time. The CARRIER warrants that the Bills of Lading for CONTAINERS and cargo handled pursuant to this Agreement shall contain a proper "Custody Clause" (Period of Responsibility Clause) that protects both the CARRIER and the VIT by applying COGSA from the time the goods are received until delivered to the consignee.
- I. VIT shall not be liable for damage or injury caused to USERS or the property of USERS as a result of direct or indirect acts of TERRORISM or CYBER ATTACK.

207 NOTIFICATION OF LOSS, INJURY, OR DAMAGE; TIME LIMITS; JURISDICTION AND VENUE; APPLICABLE LAW

- A. USERS must notify VIT Risk Management of the occurrence of loss, injury, or damage to person or property caused by VIT immediately upon discovery, and in no event more than thirty (30) days from occurrence, or all claims based on the loss, injury, or damage shall be time-barred. Notification MUST be made utilizing the Risk Management Claim Portal (www.portofvirginia.com/contact/claims-and-disputes/damage-claims/) or in writing to 601 World Trade Center (Risk Management Division) Norfolk, VA 23510. Claims / Notices filed via email will not be processed. If suit (or notice of arbitration if applicable) based on the occurrence is not filed within one (1) year after the occurrence, the claim shall be time-barred. If notice of loss, injury, or damage is given, or if a claim is made, VIT must be given the opportunity to investigate the claim, including without limitation all evidence, at the earliest practical opportunity. Time is material and of the essence.
- B. Jurisdiction for any action against any VIT PARTY, arising from services rendered by VIT, whether in law or equity, whether sounding in contract or in tort, lies exclusively in the Federal or State Courts located in Norfolk, Virginia, and in no other forum. Use of a TERMINAL further constitutes consent to jurisdiction in accordance with this Item, and constitutes waiver of jurisdiction or venue in any other location or forum.
- C. The laws of the Commonwealth of Virginia without reference to its choice of law rules and, to the extent not in conflict with the law of Virginia, the general maritime laws and statutes of the United States, shall apply to all disputes arising from or related to this SOR.

208 TERMINAL RIGHTS

- A. The berths and piers operated by VIT must be kept open and fluid. VIT does not obligate itself to provide TERMINAL SERVICES beyond the reasonable capacity of the TERMINALS as determined by VIT in its business judgment.
- B. Cargo will not be received or delivered unless proper documents are furnished and credit has been established.

212 SHIPBOARD WELDING/BURNING Shipboard welding and/or burning of any type is strictly prohibited while VESSELS are berthed at a TERMINAL without the prior express written authorization from the TERMINAL manager.

214 HANDLING OF HEAVY, FRAGILE OR BULKY ARTICLES Charges published in this SOR do not cover HEAVY LIFT, fragile, or bulky articles. Such articles, pieces, or packages weighing more than 80,000 lbs., must be loaded or unloaded at the option of VIT at rates agreed upon between VIT and the owners or their agents prior to arrival of cargo at the TERMINAL. Such cargo will be handled only at the owner's risk. This item does not apply to CONTAINERS.

216 REMOVAL OF OBJECTIONABLE CARGO VIT reserves the right to move freight or other material, which in VIT'S judgment is likely to damage other property, to another location at the risk and expense of the owner.

218 DISPOSITION OF ABANDONED, UNCLAIMED, OR REFUSED CONTAINERS, CARGO OR EQUIPMENT

- A. No USER may abandon CONTAINERS, cargo, equipment, or other property on a TERMINAL. Any USER, which delivers, or causes to be delivered, CONTAINERS, cargo, equipment, or other property on a TERMINAL is responsible for the property until it is removed from the TERMINAL.
- B. VIT may sell for accrued charges any cargo, CONTAINERS, equipment, or other property, which is unclaimed, refused, or abandoned after notice has been delivered or mailed to interested parties. Cargo or Equipment shall be deemed unclaimed or abandoned if it remains on a TERMINAL more than thirty (30) days. VIT shall comply with the notice requirements of Virginia Code Sections 8.7-206 and 8.7-210. If notice is sent by registered or certified mail to the last address provided to VIT, such notice shall be deemed delivered on the date of receipt or three days after the postmark thereon, whichever is earlier.
- C. If no response acceptable to VIT in its reasonable discretion is received by VIT within ten (10) days after such notice, or if the party declares abandonment of the cargo or equipment, VIT may sell the cargo or equipment to recover accrued charges, or may otherwise dispose of the property in its discretion. With respect to import CONTAINERS, the CARRIER delivering the CONTAINER and the consignee of the CONTAINER shall remain jointly and severally liable to VIT for all accrued charges, including continuing storage charges, and all costs and expenses of selling or appropriately disposing of the property less any sales proceeds received. With respect to import CONTAINERS, the shipper and the Freight Forwarder of Broker shall remain jointly and severally liable for such costs and expenses. With respect to equipment, the CARRIER responsible for the equipment shall be liable for such costs and expenses.
- D. VIT may bring a court action to require removal of abandoned property from the TERMINALS.

220 CREDIT AND PAYMENT OF INVOICES

- A. VIT may assess charges against and to submit invoices to all USERS of the TERMINALS, their agents, and/or servants, including without limitation OCEAN CARRIERS and VESSELS.
- B. Without limiting the foregoing, (i) with respect to break-bulk cargo on or moving over VIT facilities, VIT will initially bill, and the primary responsibility for payment of TERMINAL charges shall be with, those who perform the forwarding functions on such shipments unless other arrangements have been made, and (ii) the primary responsibility for TERMINAL charges pertinent to the VESSEL such as line handling, WHARFAGE, DOCKAGE, and water shall rest with the agent of the VESSEL and the VESSEL's owners and charterers unless other arrangements have been made.
- C. VESSELS, their owners and agents, and other USERS shall be required to permit access to manifests, LOADING, or discharge lists, rail or motor CARRIER freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.
- D. Invoices for services rendered are due within thirty (30) days of the invoice. Failure to pay within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of the facilities until all outstanding charges have been paid. Invoices not paid within thirty (30) days are subject to a one and one-half percent (1.5%) service charge per month, as well as the commencement of legal action. VIT reserves the right to estimate and collect in advance all charges which may accrue against cargo or VESSELS if credit has not been established with VIT or if parties representing such cargo or VESSELS have habitually been on the delinquent list. Use of the TERMINALS may be denied until such charges have been paid. VIT reserves the right to apply any payment received against the oldest outstanding invoices.

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- E. VIT may extend credit to any USER upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three (3) satisfactory credit references, including a bank reference. Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above.
- F. For OCEAN CARRIERS or those USERS not granted credit, VIT may extend credit to those USERS who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to VIT in an amount equal to the maximum liability for a period of time determined by VIT.
- G. Letters of Credit and Indemnity Bonds may be required to insure VIT against the loss of funds and indemnify VIT in full payment of bills that accrue for the use of the TERMINAL FACILITIES or services rendered by VIT.
- H. In any litigation to enforce this SOR, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.
- I. If an account receivable is past due, then VIT may with or without notice apply all credits, discounts, subsidies, incentives, and/or other amounts due from VIT to the delinquent receivables, whether or not related to the outstanding receivables, until such time as all receivables for the account are rendered current. Delinquent invoice amounts plus service charges that are determined to be payable may be deducted by VIT from any credits, discounts, incentives, other payments received, etc., due to the debtor by VIT.
- J. At no time shall invoices or related payments be reduced or offset by any monetary amount for loss, damage or other claim or alleged amount owed by VIT in any form whatsoever, except for invoices disputed pursuant to the terms of this SOR.
- K. If and when a USER is entitled to a credit from VIT, VIT may specify how and when that credit will be applied to the USER's account. If a credit memo is issued with a certain or calculable expiration date, VIT will, immediately prior to expiration, apply such credit against the oldest outstanding invoices.
- L. VIT may in its discretion and for ease of administration charge the BASIC CONTAINER UNIT RATE in lieu of billing each individual charge included in the BASIC CONTAINER UNIT RATE.
- M. VIT may in its discretion agree to allocate certain costs among OCEAN CARRIERS according to a VSA. If VIT agrees to bill for certain costs according to a VSA, (i) such billing shall be subject to the written agreement of members of the VSA to accept such charges, (ii) the VESSEL shall not be relieved of liability for such charges, (iii) VIT may terminate its undertaking to bill costs according to the VSA at any time, (iv) VIT will impose a charge for such services at \$150 per vessel to be allocated equally amongst the VSA partners, and (v) VIT shall be held harmless with respect to any disputes among the VSA members.
- N. International Customers that establish credit with VIT will be responsible for the international wire/bank transfer fees that intermediary banks assess at their will. To allow adequate coverage on the international customers account, we will require an initial \$500 deposit that will need to be replenished from time to time at our request. The deposit will cover any short payments of invoices due to the intermediary bank fees assess during payment transfer."

221 NOTIFICATION OF DISPUTED INVOICES

- A. Disputes posed in good faith regarding the validity of individual charges on invoices must be submitted in writing to VIT within thirty (30) days after the presentation of the invoice. Charges not disputed in good faith within this thirty (30) day period will be considered valid. VIT will only negotiate disputed charges on invoices with the bill-to party.
- B. In order to facilitate the timely acknowledgement, recording and resolution of good faith disputes, all disputes must be directed in writing to VIT's Billing department as noticed on the applicable invoice. Disputes submitted via email may be sent to invoicedisputes@vit.org with the invoice number in the subject line and the specifics of the dispute in the body of the message. Specifics of the dispute must include, at a minimum, reference to the invoice number, the specific charge and amount disputed, and a statement of facts that supports the dispute.
- C. When a charge(s) on an invoice is in dispute, any portion which is not part of the amount disputed in good faith shall be paid within the 30 day period or other terms as may be applicable. VIT will not issue revised invoices to separate disputed and undisputed portions.

222 SHIPPER'S REQUESTS AND COMPLAINTS Requests, complaints, and inquiries on matters relating to rates, rules and regulations in this SOR should be addressed to VIT

223 LIEN Any and all TERMINAL SERVICES, including but not limited to CONTAINER related services, shall give rise to a lien in favor of VIT against the VESSEL, CONTAINER, chassis, or any other tangible property whatsoever.

224 REGULAR WORKING HOURS The recognized regular working hours of VIT are from 8:00 a.m. until noon and from 1:00 p.m. until 5:00 p.m., Monday through Friday, except HOLIDAYS. Refer to Item 230 for operating procedures.

226 OVERTIME AND HOLIDAY WORKING HOURS When VIT renders TERMINAL SERVICES at other than regular working hours for the convenience of the USER, the applicable charges under this SOR shall be applied, plus additional labor charges including overtime, double time, and holiday rates.

228 NOTIFICATION OF USE OF HEAVY LIFT EQUIPMENT Equipment with a lifting capacity in excess of 30,000 pounds will not be permitted to operate on a TERMINAL unless written permission has been granted by VIT.

229 WAIVER OF SOVEREIGN IMMUNITY All USERS waive any defense of sovereign immunity to charges, fees or damages sought to be recovered by VIT.

230 TRUCK SERVICE SCHEDULING**A. BREAKBULK**

- a. NIT and PMT-No appointment required except for the pick-up and delivery of boats which require an appointment. Trucks must register in person by 3:00 p.m. and will be worked as time permits. Any **LOADING** or **UNLOADING** beyond 5:00 p.m., whether to complete or start a new job, may be performed on an approved overtime basis
- b. NNMT – No appointment required. Trucks must register in person by 3:00 p.m. and will be worked as time permits. Any **LOADING** or **UNLOADING** beyond 4:00 p.m., whether to complete or start a new job, may be performed on an approved overtime basis.
- c. VIG – Appointments are required with 24-hour minimum notice.

B. CARGO TO BE STUFFED In order to guarantee shipline assigned VESSEL cutoff

- a. Cargo must arrive four (4) working days prior to VESSEL cutoff.
- b. Stuffing orders must be in place when cargo arrives.
- c. Shipline equipment must be mounted and available when the cargo arrives.
- d. Cargo not meeting the aforementioned criteria will require Overtime Authorization to guarantee meeting assigned VESSEL cutoff.

C. OUT OF GAUGE (OOG)- FLATRACKS AND OPEN TOPS

- a. Appointments required with a 24-hour minimum notice at all facilities.
- b. To schedule an appointment for break bulk service or OOG, please contact the following:
 - i. NIT- Breakbulk 757-440-7080; OOG: NITOCC@vit.org
 - ii. NNMT – Breakbulk – 757-928-1207
 - iii. PMT – Breakbulk and OOG – 757-391-6123
 - iv. VIG – Breakbulk and OOG – 757-686-6019

D. CONTAINERS

- a. Marine TERMINALS and Empty Yards
 - i. All TERMINALS will, receive, weigh, and dispatch CONTAINERS from 8:00 a.m. until 5:00 p.m.
 - ii. Inbound portals close one hour prior to stop time; Reefers must be through inbound portal one and half hours prior to stop time.
 - iii. Gate house may be adjusted to maintain the fluidity and efficiency of the facilities.
 - iv. Please visit www.portofvirginia.com for up-to-date gate hours.
 - v. Late arrivals will be processed by appointment only and on an overtime basis. To make arrangements for an after hour gate, phone (757) 440-7160.
- b. Drivers delivering or picking up CONTAINERS that involve mounting or demounting the CARRIER's own equipment must make prior arrangements with VIT and be present at the **LOADING** site before 4:00 p.m. Drivers who do not make prior arrangements will be serviced after all others. VIT, in either case, shall not be required to perform mounting or demounting after 5:00 p.m. unless an appointment for overtime has been arranged prior to 4:00 p.m.

E. MISSED APPOINTMENT

Customer will pay a missed appointment fee of \$1906.85 for any shortshore labor gang that is ordered but is not utilized due to truck not arriving on terminal. The missed appointment fee must be paid by the account of the cargo.

231 DELIVERY AND ACCEPTANCE OF EXPORT CONTAINERS VIT may establish limits on the number of days an export CONTAINER may be delivered to and accepted by a TERMINAL ahead of the scheduled arrival of the VESSEL on which the CONTAINER is to be loaded. Different limits may apply depending on the mode of delivery of the CONTAINER, the TERMINAL at which the CONTAINER is delivered, and whether the CONTAINER is loaded. The limit(s) may change from time to time based on available space on a TERMINAL and other factors and will be posted on the Port of Virginia website, www.PortofVirginia.com under the link <http://www.portofvirginia.com/category/operations-alerts/>.

Export cut off – VIT reserves the right to cut export containers from vessels due to customer negligence including but not limited to: improper paperwork, not having necessary documentation, container received late, etc.

232 DELIVERY AND ACCEPTANCE OF NON-CONTAINERIZED EXPORT CARGO

- A. Non-containerized EXPORT CARGO will not be received by VIT unless the EXPORT CARGO has consignment to a VESSEL with an announced date of arrival within the FREE TIME allowed by this SOR. All cargo received under these conditions and accruing DEMURRAGE due to late arrival of VESSEL, shut-out cargo, or VESSEL cancellation will accrue DEMURRAGE as published in this SOR for account of the OCEAN CARRIER or agent. Announced date of arrival will be governed by the first date furnished by the OCEAN CARRIER or agent on or after the shipper's bill-of-lading date.
- B. Non-containerized EXPORT CARGO consigned to a VESSEL with an announced date of arrival and arriving prior to the FREE TIME period allowed by this SOR or arriving without a consignment to a VESSEL with an announced date of arrival will not be received until storage arrangements have been completed between shipper or agent and VIT.

234 VESSELS REQUIRED TO USE TUG ASSISTANCE VESSELS docking or undocking at TERMINALS will be required to use tug assistance unless other arrangements have been made with VIT prior to docking or undocking. Failure to comply with this requirement could result in denial of a berth.

235 VESSEL TO VACATE BERTHS

- A. VIT may order any VESSEL to vacate any berth when it is deemed that the continued presence of such a VESSEL at such berth would be a potential hazard to the VESSEL, the berth, the facilities or the rights or property or safety of others. Such situations include, but are not limited to potential natural disasters such as hurricanes, tornadoes, earthquakes or flooding and such events as strikes, acts of TERRORISM or war.
- B. VIT shall provide written notice (administrative message, facsimile transmission, etc.) to the OCEAN CARRIER, Ship's Agent, or party arranging for berthing of the VESSEL advising of the requirements to vacate and referring to this SOR item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.
- C. If the VESSEL fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by the VIT PARTIES VESSEL or others as a result of such failure to vacate. VIT shall have the option, but not the duty, of moving the VESSEL to another location at the risk and expense of the VESSEL. If such movement occurs, the VESSEL shall hold VIT harmless for all LOSSES that may occur as a result of such movement. Failure to comply with an order to vacate will result in a charge to the VESSEL of \$1,800.55 per hour for each hour, or fraction thereof, of non-compliance. This charge shall not constitute a waiver by VIT of any greater actual damages, it may sustain as a result of the VESSEL's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.

236 IMPROPERLY LOADED RAILCARS Railcars, which in the judgment of VIT are improperly loaded, will not be handled at regular SOR rates. The rail CARRIER will be contacted and agreement reached to cover the cost of UNLOADING such cars. Trash, fastening, dunnage, paper and refuse will not be cleaned from cars except by special agreement.

**239 DISCHARGING OF OILS, NOXIOUS LIQUID SUBSTANCES AND GARBAGE;
LEAKING CONTAINERS**

- A. The discharging of ballast, bilge, oil, contaminated water, noxious liquid substances, sewage, garbage or any debris into slips or in channels or within a TERMINAL is strictly prohibited. Violators will be subject to charges, penalties and fines.
- B. Leaking tanks/CONTAINERS will be placed on a spill pad or spill containment cassette, subject to the following daily use charges while the spill pad or cassette is occupied:
 - a. Day 1 - \$59.63
 - b. Day 2 - \$87.40
 - c. Day 3 or more - \$116.18 per day
 - d. Daily rates per 24 hours or fraction thereof
- C. The clean-up of leaking CONTAINERS/tanks must be initiated within forty-eight (48) hours of notice from VIT. USERS must complete the cleanup with their own materials or use an approved contractor, subject to the final inspection of the spill site by VIT Management.
- D. All VIT provided services or materials required to contain a spill/leak or assist with the clean-up will be invoiced to the CARRIER controlling the equipment/cargo unless other payment arrangements are approved in advance by VIT. This includes the spill pad USAGE charge.
- E. If the leaking substance is a HAZARDOUS MATERIAL or DANGEROUS CARGO, or if it presents an immediate hazardous or environmental danger, VIT may at its option make arrangements and correct the problem. All clean up and disposal costs will be for the account of the CARRIER.
- F. For any leak or spill that requires the employment of a contractor that specializes in recovery and disposal of the particular material, the cost of containment, cleanup and disposal will be billed at the rate charged to VIT plus 15%. The cost of cleanup materials may be billed separately and shall include the cost of materials plus 15%. VIT will also invoice for the time required by VIT management personnel to control and recover the spill, conduct regulatory assessment and reporting, coordinate disposal, and replace materials used to contain the spill. The rate to perform these services is \$105.90 per man hour.
- G. The clean-up of the spill pad or cassette is the responsibility of the party arranging clean-up. The daily spill pad charge will continue until the spill pad clean-up is completed.
- H. If the CONTAINER is on hold by U. S. Customs and Border Protection, the shipper shall immediately obtain approval to open the CONTAINER for clean-up.

242 SAFETY AND SECURITY

- A. USERS, including without limitation stevedores, shall comply with all municipal, state and federal codes or regulations, including but not limited to those of OSHA, USCG, EPA, Department of Homeland Security (including Customs and Border Protection (“Customs”)), the U.S. Department of Transportation, and the Virginia Department of Transportation, and will be liable for their noncompliance with same. Without limiting the generality of the foregoing, except with respect to CONTAINERS leaving the TERMINALS via truck or rail interchanges conducted and controlled by

VIT, all parties on or using VIT's facilities (i) have an independent duty to comply with all messages, directives, holds, and/or permits from Customs relating to the examination, lading, unloading, delivery, and release of cargo and CONTAINERS, and (ii) shall not rely on VIT, its employees, agents, or information systems with respect to any such messages, directives, holds and/or permits.

- B. **CYBER SECURITY.** USERS may be provided access to certain parts of VIT'S TERMINAL operating computer system ("TOS") to provide electronic data interchange and/or to view information. USERS of the TERMINALS agree that their employees, agents, and contractors will not (i) use any device, software or technique to interfere with or attempt to interfere with the TOS or data in the TOS; (ii) attempt by any means to gain unauthorized access to the TOS, including, but not limited to, access to other accounts not legally registered to the USER; (iii) pass USER IDs or passwords to any third party without the prior written consent of the VIT; or (iv) use any robot, spider or other automatic device, process or means to access the TOS, or use any manual process to monitor or copy content from the TOS not relating to the authorized USER, or for any other unauthorized purpose. In no event shall VIT be liable for a CYBER ATTACK.

244 INSURANCE Charges published in this SOR do not include any expense of fire, storm, or other cargo insurance covering the owner's interest in the cargo nor will such insurance be provided by VIT under its policies.

246 NO SMOKING Smoking in the warehouses, piers, bulkheads, docks or on VESSELS handling flammable cargo or fueling is strictly prohibited.

248 PROJECT OR PLANT MOVEMENT OF 200 TONS OR MORE On project or plant movements of 200 TONS or more, from one consignor to one consignee, LOADING, UNLOADING or LOADED CONTAINER STORAGE charges and FREE TIME specified elsewhere will not apply when shippers or consignees have made prior arrangements with VIT.

250 CHARITABLE AND MILITARY CARGO OR VESSELS VIT may for charitable purposes adjust FREE TIME or negotiate special rates. Special arrangements may be made for the handling of military cargo or VESSELS by VIT.

252 VESSELS REQUIRED TO COMPLETE LOADING/DISCHARGING To alleviate current or prospective congestion, VIT may require any VESSEL already in berth, or about to berth, to work continuously to completion of LOADING/discharging at the VESSEL's expense. If the continuous LOADING/discharging requirement is refused, when the agents and/or owners of the VESSEL are so requested, the VESSEL shall vacate the berth. Reassignment to a berth for completion of LOADING/discharging will be at VIT's convenience. Any VESSEL refusing to vacate the berth after being so notified, may be subject to removal by VIT at the VESSEL's risk and expense including any damage, except that caused by VIT's own negligence. VIT may assess DOCKAGE of \$1,747.91 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given, and will be assessed in addition to DOCKAGE charges published elsewhere in this SOR.

256 BERTH ASSIGNMENTS

- A. On request for a berth, VIT will designate the particular berth at which the VESSEL shall dock. VIT does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of VESSEL in order to assure docking facilities. If a VESSEL docks without requesting a berth or without approved prior arrangements, DOCKAGE charges published elsewhere in this SOR, plus damages of \$1,765.60 per hour, will be assessed

- B. VIT may assign berths at any of the Terminals. VIT may change the Terminal(s) where an OCEAN CARRIER calls, including service(s) in which the OCEAN CARRIER participates with other OCEAN CARRIERS. VIT will provide at least thirty (30) days' prior notice to the affected OCEAN CARRIER(S) of change in the Terminals where the VESSELS in the service(s) may call, except in emergency situations in which case notice will be given at the earliest reasonable opportunity.

258 MOVEMENT OF VESSELS VESSELS moored alongside VESSELS which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such VESSEL must, at the request of VIT, temporarily move, if they, in the judgment of the operator, are blocking the ingress or egress of a VESSEL ready to be docked or undocked. When VESSELS have finished discharging or taking on cargo, their right ceases to the use of the dock, pier, or bulkhead and such VESSELS must, at the request of VIT, surrender the berth.

260 FURNISHING OF BILLING INFORMATION

- A. VESSELS, their owners or agents, shall permit VIT access to manifests, LOADING and discharge lists, tonnage license, rail and motor CARRIER freight bills or any other pertinent documents for the purpose of obtaining necessary information for correct billing of charges. VESSELS, their owners or agents, are responsible for data electronically transmitted to VIT or manually updated by the VESSEL, their owners or agents, in VIT's Operations System.
- B. VESSELS, their owners or agents shall, within seven (7) calendar days after a VESSEL sails, update information on VESSEL discharge hold CONTAINERS in VIT's Operations System. VESSELS, their owners or agents shall, within seven (7) calendar days after a VESSEL sails, furnish VIT with tonnage/CONTAINER reports on all cargo loaded and discharged as well as any other information which might be required for accurate billing of cargo, CONTAINER, and VESSEL charges.
- C. If VESSELS, their owners or agents, fail to update information in VIT's Terminal Operations System for CONTAINERS listed on the VESSEL Discharge Hold Report, then CONTAINERS will be billed to the OCEAN CARRIER. If a VESSEL fails to submit tonnage/CONTAINER reports to VIT's Billing Division, then VIT's data will be used to prepare invoices and for historical records.
- D. For CONTAINERS interchanged between VESSELS, the rules under Item 450 apply.
- E. VIT reserves the right to audit all documents and use such audits as a basis for charges. Note Item 800 for rebilling invoices.

262 RECEIPT OF EXPORT CARGO/CONTAINERS The following information in duplicate is required for acceptance of EXPORT CARGO/CONTAINERS by VIT:

| | | |
|------------------|--|-------------------|
| Special Services | Measurement | Freight Forwarder |
| Exporter/Shipper | Identification marks | Booking number |
| Commodity | Exporting CARRIER/VESSEL | Port of discharge |
| Number of pieces | Hazardous certificate when required | |
| Weight | Party responsible for TERMINAL charges; see Item 411 regarding weights for export CONTAINERS | |

263 RAIL TRANSPORT TO AND FROM VIRGINIA INLAND PORT

- A. In connection with VIT's arranging for rail service for CONTAINERS bound for and from the Virginia Inland Port in Front Royal, Virginia, the CARRIER/OCEAN CARRIER must provide VIT with the correct weight of all such CONTAINERS. The CARRIER shall use only CONTAINERS in suitable condition and shall assure that the cargo does not exceed the CONTAINER manufacturer's posted cargo weight limitation.
- B. In arranging for movement of CONTAINERS by rail, VIT is acting solely in an agency capacity and shall have no liability whatsoever for the transport of CONTAINERS by rail, or the acts or omissions of the CARRIER, Norfolk Southern Rail Road Company ("NS"). Such carriage shall be governed by applicable law and NS's terms of transportation.
- C. In no event shall VIT's liability with respect to such carriage of CONTAINERS by rail exceed \$500 per package or non-packaged object.

267 HAZARDOUS MATERIALS AND DANGEROUS CARGO

- A. The CARRIER must notify VIT at least ten (10) days prior to arrival of HAZARDOUS MATERIALS or DANGEROUS CARGO at a TERMINAL. If the cargo is radioactive then at least thirty (30) days advance notice is required. Notification shall be made to the VIT Safety Manager to the following email, healthandsafety@vit.org, 757.635.4544. Notification shall be made to the NIT gate: gateservices-admins@vit.org and VIG gate: Virginia.gate@vit.org. The notification shall include an exact description of the nature and quantity of the HAZARDOUS MATERIALS or DANGEROUS CARGO, as the case may be.
- B. VIT also reserves the right in its discretion to refuse to allow HAZARDOUS MATERIALS or DANGEROUS CARGO on the TERMINALS. If VIT allows HAZARDOUS MATERIALS or DANGEROUS CARGO on the TERMINALS, then VIT may impose such requirements as it deems necessary to comply with laws, rules and regulations which apply to the handling, storage, and/or transportation of such HAZARDOUS MATERIALS or DANGEROUS CARGO. The CARRIER shall pay the additional cost of such HANDLING, storage, and/or transportation as determined by VIT in its discretion.
- C. VESSELS carrying EXPLOSIVES may berth at the TERMINALS and may load or discharge such cargo with a pre-approved plan and signed USCG FORM 4260. All explosives operations will be on chassis for direct load or discharge and will not exceed the Net Explosive Weight (NEW) outlined in the USCG Form 4260. Cargo will be first off or last on as practicable. Notification should be given to VIT and stevedore no less than 10 days IAW paragraph A of this section. Shipper's Hazardous Declaration, USCG4260, DGMA3 FIS Report, and driver information shall be provided to VIT no less than 5 days prior to intended operation.
- D. VESSELS carrying EXPLOSIVES may berth at the TERMINALS but may not discharge such cargo or have such cargo relocated onboard while on berth.
- E. CONTAINERS loaded with HAZARDOUS MATERIALS or DANGEROUS CARGO may not be transhipped without the prior written consent the manager of the applicable TERMINAL.
- F. All USERS shall ensure that CONTAINERS and breakbulk cargo received at a TERMINAL containing HAZARDOUS MATERIALS or DANGEROUS CARGO are packaged, marked, placarded, handled, and shipped in strict compliance with all HAZARDOUS MATERIALS LAWS.
- G. If cargo or CONTAINERS received at a TERMINAL contain HAZARDOUS MATERIALS or DANGEROUS CARGO causes personal injury, death, or damage to property or the environment, the CARRIER, its owners and operators and the shippers/owners of the cargo shall be liable for and

will defend and hold harmless VIT from any and all LOSSES incurred or suffered by VIT as a result of injury, death, or damage.

- H. The CARRIER shall indemnify and hold VIT harmless from and against all LOSSES suffered or incurred resulting from failure of VESSELS, cargo or CONTAINERS containing HAZARDOUS MATERIALS or DANGEROUS CARGO to be in compliance with HAZARDOUS MATERIALS LAWS or DANGEROUS CARGO LAWS, as applicable, result in or cause loss, damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law, the CARRIER, its owner(s) and operators, and the cargo and its shippers, owners, and agents shall be liable for, defend, and hold harmless VIT, its parent, affiliates, officers, employees, and agents from any and all "LOSSES" listed in subsection (d) resulting from such loss, damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law.
- I. See SOR Item 239-Discharging of Oils, Noxious Liquid Substances and Garbage; Leaking CONTAINERS

269 FORCE MAJEURE VIT and USERS shall be relieved of their obligations under this SOR in the event of FORCE MAJEURE to the extent performance is impaired by the event of FORCE MAJEURE.

272 ACCEPTANCE OF CARGO OR COMMODITY FOR HANDLING OR STORAGE When any cargo or commodity is accepted for HANDLING or storage, the beneficial owner of the cargo or commodity shall be liable for all LOSSES incurred by VIT attributable to or because of infestation or inherent vice of the cargo or commodity in question.

274 STRIKES, LABOR DISPUTES

- A. In the event of a strike or other labor disturbances involving a VESSEL at berth or one waiting for berth (whether it involves the VESSEL's crew or otherwise) which will, in the sole judgment of VIT, interfere with, disturb, or impede operations of the TERMINAL, VIT may cancel such VESSEL's right to take berth or VIT may refuse to accept her at the berth, and if such VESSEL has taken berth, VIT may order such VESSEL out of berth. Should any VESSEL berth or interfere with other VESSELS' ingress to or egress from the berth after being informed of the inability of VIT to accept the VESSEL, or should the VESSEL refuse to vacate after being berthed, said VESSEL, her owners, agents and operators shall be liable for damages as hereinafter set forth.
- B. If any VESSEL fails or refuses to move or to vacate the berth when ordered to do so, a charge of \$1,700.00 per hour after notice has been given the VESSEL, her owners, operators, agents, master or mate will be assessed as damages. It is understood, however, and the parties agree, that this amount represents a minimum estimate of the damages to VIT because of the failure or refusal of the VESSEL to move or to vacate the berth, and that this charge shall not constitute a waiver by VIT to assess and collect the greater actual damages plus all interest, costs and attorneys' fees as VIT may sustain as the result of the VESSEL's failure or refusal to move or to vacate the berth.
- C. Furthermore, the failure or refusal of the VESSEL to move or to vacate the berth shall constitute a trespass entitling the owner and/or VIT to compel removal of the VESSEL from the area in which she may be then located or from the berth and the VESSEL, her owners, agents, and operators shall be liable for all damages together with interest, costs and attorneys' fees that may be incurred in having the VESSEL removed.

276 LIEN ON GENERAL ORDER MERCHANDISE VIT will place a lien on cargo which is ordered by United States Customs to be placed into a General Order warehouse. Any and all TERMINAL costs incurred in connection with the cargo shall constitute the amount of the lien.

277 DAMAGED CARGO If a USER requests that VIT move damaged CONTAINERS or cargo, the USER shall submit a written request to VIT describing the cargo or CONTAINER it wishes VIT to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the CONTAINER or cargo pending repair or transshipment

278 DAMAGED, ABANDONED OR UNIDENTIFIED EQUIPMENT DISPOSITION VIT will not receive or permit storage of damaged, abandoned, misdelivered, or unidentified equipment on a TERMINAL. The OCEAN CARRIER shall be notified as follows:

A. Damaged Empty CONTAINERS

- a. After thirty (30) calendar days all damaged CONTAINERS will be moved from the TERMINAL by VIT to an off TERMINAL vendor(s) yard and a charge of \$434.04 will be invoiced to the OCEAN CARRIER. Off terminal yard vendor(s) will invoice shipline directly for off terminal yard services.
- b. Damaged CONTAINERS on wheels will be stacked in a designated area after ten (10) calendar days. All REHANDLINGS required to place CONTAINER to/from the stack will be invoiced in accordance with SOR Item 465-6(2).
- c. Damaged empty containers will be included in the OCEAN CARRIER Daily Empty Storage-days in accordance with SOR Item 460(b).

B. All Other Equipment

- a. By written notification, from VIT, shiplines, tenants and vendors have forty-five (45) calendar days to repair or remove damaged equipment not covered above in paragraph (a) from the TERMINAL.
- b. After such forty-five (45) days of storage, damaged equipment will be moved from the TERMINAL by VIT at the rate of \$434.04 to an off TERMINAL vendor(s) yard and invoiced to the owner of the equipment by said Vendor for their services.

279 FOREST PRODUCTS Please contact VIT at vitrates@vit.org for rates, charges, LOADED CONTAINER STORAGE, FREE TIME and other services on the HANDLING of FOREST PRODUCTS.

280 METRIC CONVERSION TABLE The following table is published for convenience and as a guide for measurement conversion when necessary.

| <u>To Find</u> | <u>Given</u> | <u>Multiply</u> |
|-----------------------------------|-----------------------------------|---------------------------|
| Metric TONS | Short TONS | Short TONS by 0.907 |
| Short TONS | Metric TONS | Metric TONS by 1.102 |
| Metric TONS | Long TONS | Long TONS by 1.016 |
| Long TONS | Metric TONS | Metric TONS by 0.984 |
| Kilos | Pounds | Pounds by 0.4536 |
| Pounds | Kilos | Kilos by 2.2046 |
| Cubic Meters | Measurement TONS (40 cu.ft.) | Measurement TONS by 1.133 |
| Measurement TONS (40 cu.ft.) | Cubic Meters | Cubic Meters by 0.883 |
| Cubic Meters | MFBM's (Ft. B.M. in thousands) | MFBM's by 2.36 |
| MFBM's (Ft. B.M. in thousands) | Cubic Meters | Cubic Meters by 0.424 |

Metric Equivalents

- 1 Kilo - 2.2046 Pounds
- 1 Metric TON - 1,000 Kilos
- 1 Pound - 0.4536 Kilos
- 1 CWT (US - 100 Pounds) - 45.359 Kilos or 0.04536 Metric TONS
- 1 CWT (British - 112 Pounds) - 50.802 Kilos or 0.0508 Metric TONS
- 1 Bushel Grain (US) - 60 Pounds - 27.216 Kilos
- 1 Cubic Meter - 35.315 Cubic Feet
- 1 Cubic Foot - 0.0283 Cubic Meters
- 1,000 Ft. B.M. - 83.33 Cubic Feet
- 1 Cubic Meter - 423.792 Ft. B.M.
- 1 Barrel (US - 42 Gallons) - 158.987 Liters
- 1 Meter - 39.37 Inches
- 12 Inches - 30.48 Centimeters

**SECTION III
DOCKAGE, WHARFAGE, EQUIPMENT RENTAL,
MISCELLANEOUS VESSEL RULES
AND CHARGES**

300 DOCKAGE CHARGES

| | | Per Lineal Foot |
|-----------------------------|---|-----------------|
| CONTAINERIZED VESSELS | 0 to 600' | \$12.20 |
| | 601' and greater | \$13.05 |
| NON-CONTAINERIZED VESSELS | 0'-500' | \$5.09 |
| | 501' – 700' | \$6.52 |
| | 701' and greater | \$8.69 |
| BARGES | | \$8.19 |
| Berth Charges | | |
| (1) VESSELS | | \$3.91 |
| Minimum Charge | per VESSEL (covers the 1 st 24 hours) | \$752.73 |
| (2) Barges – Minimum Charge | per VESSEL (covers the 1 st 24 hours) | \$752.73 |

Note 1 - Unless otherwise shown, all charges will be based on a per hour basis excluding downtime for VIT equipment.

Note 2 - DOCKAGE will be assessed to the VESSEL on overall length published in the current "Lloyds Register of Ships." If length is not shown in this publication, the length shown in the VESSEL's Certificate of Registry will be accepted.

Note 3 - The period of time for which DOCKAGE charges shall be assessed against a VESSEL shall commence when such VESSEL is made fast to the pier or dock and continue until such VESSEL has vacated the berth.

Note 4 - Lay berths may be arranged with VIT.

Note 5 – WHARFAGE of breakbulk cargo discharged/loaded from containerized vessel will be billed the non-containerized rate for wharfage of that breakbulk cargo (based on weight of cargo).

305 CANCELLATION OF PIER DOCKING When it is desired to cancel or postpone pier docking, advance notice of twenty-four (24) hours shall be given to VIT to preclude any loss of DOCKAGE charges. Otherwise, VIT will bill against the Master, VESSEL, ship owners or agents, a DOCKAGE charge of \$339.56, and will use the pier for other purposes.

310 LINE HANDLING

| | Each Movement | | Additional Standby Time | |
|--|---------------|------------|-------------------------|----------|
| | Straight Time | Overtime | Straight Time | Overtime |
| VESSELS not otherwise shown | \$1,066.08 | \$1,188.66 | \$533.07 | \$600.63 |
| Passenger VESSELS, VESSELS 600' and over, and VESSELS SHIFTING | \$1,353.82 | \$1,599.09 | \$676.70 | \$789.08 |

Above rates include two (2) hours standby time. Additional standby time will be assessed at additional standby time hourly rates shown above.

311 LINE HANDLING - RESTRICTED HOLIDAYS Differential on double the Straight Time rate will apply per man hour which will be in addition to the Line Handling charges published in Item 310.

315 WHARFAGE CHARGES

| | | |
|---|------------------|---------|
| NON-CONTAINERIZED VESSELS | | |
| A. 499 Metric tons or less | per MTon | \$4.85 |
| B. 500 to 2,000 Metric tons | per MTon | \$3.55 |
| C. 2,001+ Metric tons | Per MTon | \$2.53 |
| | | |
| D. Self-propelled automobiles and trucks on wheels, unboxed, not exceeding 5000 pounds per vehicle. | per vehicle | \$6.01 |
| CONTAINERIZED VESSELS | | |
| E. Loaded ISO Containers | per 2,000 pounds | \$4.85 |
| F. Transshipped CONTAINERS, loaded or empty, interchanged between VESSELS and handled over piers, wharves or bulkheads of TERMINAL. See Item 450 for charges. | | |
| G. Loaded ISO CONTAINERS, not loaded to or discharged from VESSEL. | per CONTAINER | \$69.04 |

Note 1 - Charge to be based on weight of cargo only. Tare weight of CONTAINER is excluded. WHARFAGE charges are for the account of the OCEAN CARRIER or agent unless other arrangements have been approved by VIT prior to arrival of cargo.

Note 2 - Failure to submit billing information within seven (7) calendar days as required by this SOR will result in withdrawal of credit privileges and issuance of a final invoice for WHARFAGE will be based on the net registered tonnage of the VESSEL according to Lloyd's Register of Shipping.

320 EQUIPMENT RENTAL GENERAL CONDITIONS Parties renting equipment agree to operate it within its rated capacity.

325 EQUIPMENT RENTAL CHARGES (Notes)

| | TERMINAL | Per hour or fraction thereof | Minimum Billing | Notes |
|---|---------------------|------------------------------|-----------------|-------------|
| CONTAINER Cranes | NIT, PMT, NNMT, VIG | \$1,271.86 | 1 hour | 1,2,3,4,5,7 |
| Other than CONTAINER operation | NIT, PMT, NNMT, VIG | \$1,271.86 | 1 hour | 1,3,4,5,6 |
| CMI Crane | NNMT | \$1,271.86 | 2 hour | 1,2,3,4,5,7 |
| CONTAINER/Breakbulk Handling Equipment | NIT, PMT, NNMT, VIG | \$250.21 | 1 hour | 1,3,4,5,6 |
| Gantry Crane, 110 TON capacity | PMT | \$1,271.86 | 1 hour | 1,3,4,5,6 |
| Forklift 6000# | NIT, PMT, NNMT, VIG | \$22.11 | See Notes | 1,5,7,8 |
| Forklift 8000# | NIT, PMT, NNMT, VIG | \$22.11 | See Notes | 1,5,7,8 |
| Forklift 15000# | NIT, PMT, NNMT, VIG | \$37.01 | See Notes | 1,5,7,8 |
| Forklift 36000# | NIT, PMT, NNMT, VIG | \$99.89 | See Notes | 1,5,7,8 |
| Forklift 45000# | NIT, PMT, NNMT, VIG | \$160.19 | See Notes | 1,5,7,8 |
| Forklift 52000# | NIT, PMT, NNMT, VIG | \$160.19 | See Notes | 1,5,7,8 |
| Yard Hustler | NIT, PMT, NNMT, VIG | \$65.54 | See Notes | 1,5,7,8 |
| Dual Tandem Hustler | NIT, PMT, NNMT, VIG | \$95.42 | See Notes | 1,5,7,8 |
| Trackmobile | NIT, PMT, NNMT, VIG | \$80.66 | 1 Hour | 1,5,7 |
| Low Boy/Mafi (First 24 hour period) | NIT, PMT, NNMT, VIG | \$356.37 | 24 hour period | |
| Low Boy/Mafi After 1 st 24 hr period | NIT, PMT, NNMT, VIG | \$117.73 | 24 hour period | |
| Transtrailer | NIT, PMT, NNMT, VIG | \$16.77 | 1 hour | 7 |
| Chassis | NIT, PMT, NNMT, VIG | \$22.16 | 24 hour period | |
| Genset for Refrigerated CONTAINER | NIT, PMT, NNMT, VIG | \$320.54 | 24 hour period | 9 |

Note 1 - Rates do not include operators (See Note 5).

Note 2 - Operators will be available 1/2 hour prior to VESSEL starting time upon request at no additional cost.

Note 3 - Billing for crane time will be computed as follows: Total time for crane billing will be calculated beginning with the time crane is ordered until dismissed with boom in upright position. Total time for CONTAINER handling equipment billing will be calculated beginning with the time CONTAINER handling equipment is ordered until dismissed. For CONTAINER operations, billing increment shall not be less than 1/2 hour.

Note 4 - Equipment rental and labor charges for time delays due to non-arrival of VESSEL shall be calculated and billed at (i) 25% of the applicable equipment rental and (ii) 100% of the prevailing labor rate (including without limitation taxes, benefits, and other costs). Labor charges for time delays due to inclement weather shall be calculated and billed at 100% of the prevailing labor rate (including without limitation taxes, benefits, and other costs). Time delays caused by mechanical failures of VIT's equipment shall be calculated and no charges will be billed for this time.

Note 5 - VIT will charge the prevailing labor rate (including without limitation taxes, benefits, and other costs) in conjunction with the minimum hourly guarantee required by the International Longshoremen's Association contract for equipment operators.

Note 6 - Individual lifts over 80,000 lbs., excluding ISO CONTAINER and machinery, as specifically described in Item 560, are subject to the following charges in addition to the hourly rates specified above. If more than one lift is made during the same period of use of the same necessary equipment, the heaviest piece will be assessed charges based on the chart shown below and other lifts will be assessed charges based on one-half of the charges on the chart.

| | Per 2,000 lbs. |
|-------------------------|----------------|
| 80,001 to 140,000 lbs. | \$6.16 |
| 140,001 to 200,000 lbs. | \$8.18 |
| 200,001 to 250,000 lbs. | \$20.41 |
| 250,001 to 300,000 lbs. | \$26.55 |
| 300,001 to 350,000 lbs. | \$32.69 |
| 350,001 to 400,000 lbs. | \$38.80 |

Note 7 - Minimum Billing, ¼ hour when used with extra labor

Note 8- Outside Rental rates will be quoted upon request by VIT Rates. Prior to equipment use, USER must have on file with VIT, a signed form to indemnify VIT against liabilities arising from use of equipment without VIT operator. One hour minimum.

Note 9- Fuel, mounting or dismounting extra

330 VESSEL OVERTIME CHARGES VESSELS working overtime hours will be assessed \$350.78 per hour, or any fraction thereof. Saturday, Sundays, and HOLIDAYS are subject to a minimum of four (4) hours. Meal hours for the delivery clerks will be billed in addition at either the overtime rate or the premium meal hour rate as appropriate (See Item 805).

Note 1 - Delivery clerks will work through a meal hour only at the request of the OCEAN CARRIER, or their agent.

Note 2 - Upon completion of a VESSEL working, if a delivery clerk is required to receipt for cargo (signing up) during an overtime period, billing will be at the overtime rate or the premium meal hour rate as appropriate. (See Item 805).

Note 3 - Late start - if VESSEL does not start work until after call time, the billing period will begin at the normal starting time originally established by the agent.

335 FRESH WATER

- A. VIT will furnish FRESH WATER to VESSELS at the following rates:
 - a. \$19.59 per 1000 gallons during regular hours.
 - b. \$21.09 per 1000 gallons during other than regular hours.
- B. Subject to minimum of \$230.05 if watering is commenced and completed during regular hours. For service rendered at other than regular hours, the minimum will be \$760.45 except on weekends or HOLIDAYS when the minimum will be \$1,048.99.

SECTION IV CONTAINER RULES AND CHARGES

401 EFFICIENT STOWAGE/RESTOWS

If a VESSEL call requires RESTOWS and SHIFTS, then the VESSEL shall pay VIT \$23.45 per RESTOW and or SHIFT.

402 EQUIPMENT INTERCHANGE RECEIPT (EIR) CUSTODY

- A. VIT will not retain a paper copy of the computer printed Equipment Interchange Receipt (EIR).
- B. NIT, PMT, and NNMT – Copies of EIR's can be reprinted from at www.vit.org
- C. VIG – Copies of EIR's are provided via email. Send email request to Tickets@apmtva.com putting the unit number in subject line.

411 WEIGHING LOADED EXPORT CONTAINERS

- A. When a CONTAINER arrives at a terminal by truck, the gross weight of the truck power unit ("tractor"), CONTAINER, and intermodal chassis may be obtained using scales calibrated in accordance with any applicable state requirements. When a CONTAINER arrives at a terminal by rail, the CONTAINER is loaded onto a chassis or trailer, and the gross weight of the tractor, CONTAINER, and chassis/trailer may be obtained using scales calibrated in accordance with any applicable state requirements.
- B. VIT will calculate the actual gross weight of the CONTAINER by subtracting the chassis/trailer weight and tractor weight from the gross weight obtained via the method described above. The chassis/trailer weight and tractor weight may be derived from (i) standard, average weights for the tractor and chassis; (ii) weights previously registered in the terminal system; (iii) weights provided at the gate by the truck driver; or (iv) weights stenciled or placarded on the equipment. VIT will make the actual gross weight of the CONTAINER available electronically directly to the VESSEL operator.
- C. Unless the VESSEL operator chooses the alternative stated below, VIT shall enter the actual gross weight of the CONTAINER determined by VIT as described above into VIT's TOS as the VGM. Pursuant to the U.S. Coast Guard's Maritime Safety Information Bulletin ("MSIB") 009/16, the VESSEL operator may use the weight provided by VIT as the equivalent of VGM to comply with SOLAS Regulation VI/2.
- D. Alternatively, the VESSEL operator may instruct VIT not to use the actual gross weight calculated by VIT as the VGM, in which case the VESSEL operator must send the VGM to VIT on behalf of the shipper. Under this alternative, the VESSEL operator must send the VGM of the CONTAINER to VIT electronically via

VERMAS electronic data interchange at least twenty-four (24) hours prior to the LOADING of the CONTAINER on the VESSEL. The VESSEL operator is responsible for resolving all discrepancies between weights it receives from VIT, the shipper, or other sources prior to submitting the VGM to VIT. The shipper shall not sign any document or electronic message accompanying the weight sent from the VESSEL operator to VIT. If VIT does not receive the VGM from the VESSEL operator within the required time, then the CONTAINER may not be loaded, and the OCEAN CARRIER and other responsible parties shall be liable to VIT for LOADED CONTAINER STORAGE (Item 461) with no FREE TIME (Item 456), roll, REHANDLING (Item 465), and other applicable charges. VIT is not responsible for the weight received as the VGM from the VESSEL operator.

- E. All shippers using the TERMINALS authorize the use of such actual gross weight(s) determined by VIT in the manner as described above to satisfy the SOLAS obligations on shippers to provide VGM.
- F. VIT's confirmation of the LOADING event to the OCEAN CARRIER(s) shall refer to the VGM received or used as provided above.
- G. The VESSEL operator should call VIT's Customer Service at 757-440-7160 or email VIT at POVCustomerService@vit.org for instructions for the electronic data interchange of weight information described above.
- H. In the event VIT determines that the terminal scales are unavailable or potentially inaccurate, VIT may use the VGM provided by the shipper or rail operator.

420 RECEIVING/DELIVERING CHASSIS, FRAMES OR BOGIES The term RECEIVING/DELIVERING CHASSIS, FRAMES OR BOGIES refers to receiving chassis, frames, or bogies from or delivering to an inland CARRIER. Prior arrangements must be made with VIT for this service which includes necessary clerical work to perform the interchange.

425 REHANDLING CONTAINER

- A. On Own Wheels. The term REHANDLING CONTAINER ON OWN WHEELS refers to the moving or towing with a TERMINAL tractor ("hustler") and operator of a CONTAINER on its own chassis and wheels (same to be furnished by owner or agent), between POINT OF REST and designated point on the TERMINAL.
- B. Into/From Stack. The term REHANDLING CONTAINER INTO/FROM STACK refers to the placing of a CONTAINER in the stack or removing a CONTAINER from the stack to its own chassis, frame, bogie or wheels with TERMINAL labor and equipment. These operations are in addition to the original move provided for in the basic CONTAINER RECEIVING charge.
- C. Chassis Change. Once a WHEELED CONTAINER is received by VIT at a POINT OF REST, any subsequent change of the CONTAINER to other wheels, including flatbeds, will be performed by request only, and charges per Item 465 will apply.

426 REHANDLING BARE CHASSIS ON WHEELS The term REHANDLING BARE CHASSIS ON WHEELS refers to the moving or towing with a TERMINAL tractor or operator of a bare chassis on wheels (same to be furnished by owner or agent) between POINT OF REST and designated point on the TERMINAL.

430 RECEIVING CONTAINER - GROUNDED OR STACKED OPERATION

CONTAINERS will be handled in the following manner:

- A. A CONTAINER brought to a TERMINAL by an inland motor or rail CARRIER will be removed from its wheels, bogies, chassis, frame, or flatbed trailer or car by VIT with its own labor and mechanical equipment. In turn, the CONTAINER will be grounded or stacked by VIT in the CONTAINER YARD at a POINT OF REST awaiting movement to the VESSEL. When requested, VIT will inform the VESSEL and/or (its agent) as to the exact location of the CONTAINER. The VESSEL's stevedore will in turn remove the CONTAINER from the POINT OF REST in the CONTAINER YARD and transport the CONTAINER to the VESSEL.
- B. A CONTAINER will be received by VIT from the VESSEL and/or (its agent) at a POINT OF REST in the CONTAINER YARD for delivery to an inland motor or rail CARRIER (or its agent). The VESSEL's stevedore will ground or stack the CONTAINER in the CONTAINER YARD at a POINT OF REST designated by VIT. When so requested by the inland motor or rail CARRIER (or its agent), VIT, with its labor and mechanical equipment, will remove the CONTAINER from its POINT OF REST and place the CONTAINER on wheels, bogies, chassis, frames, or flatbed trailer for carriage by the inland motor or rail CARRIER.
- C. VIT will perform the necessary clerical work to effect physical exchange of the CONTAINER between the motor CARRIER or rail CARRIER (or its agent) or VESSEL and VIT. Not included is any repair to the CONTAINER or its equipment.
- D. VIT will weigh loaded export CONTAINERS as provided in this SOR.

435 RECEIVING CONTAINER - WHEELED OPERATION

- A. The term RECEIVING CONTAINER - WHEELED OPERATION refers to acceptance of a WHEELED CONTAINER, empty or loaded, by VIT in an OPEN STORAGE OR PARKING AREA from the inland CARRIER, so as to facilitate physical exchange of the WHEELED CONTAINER with a VESSEL. VIT may accept a WHEELED CONTAINER in an OPEN STORAGE OR PARKING AREA from a VESSEL to facilitate physical exchange with an inland CARRIER.
- B. CONTAINERS will be handled in the following manner:
 1. VIT will designate and provide the necessary OPEN STORAGE OR PARKING AREA on which to park the WHEELED CONTAINER.
 2. VIT will perform the necessary clerical work to effect physical exchange of the WHEELED CONTAINER between the motor CARRIER or rail CARRIER (or its agent) or water CARRIER and VIT. Not included is any repair to the CONTAINER or its equipment.
 3. VIT will weigh loaded export CONTAINERS as provided in this SOR.
 4. Unless prior arrangements are made with VIT, the TERMINAL will not use its tractors, mechanical equipment, or personnel to dray or move WHEELED CONTAINERS to/from or within the OPEN STORAGE OR PARKING AREA.

436 DUAL RECEIVING CONTAINER CHARGE

- A. VIT will assess the following charges in DUAL RECEIVING situations:

1. If a loaded CONTAINER arrives by rail or truck and departs by rail or truck, then the OCEAN CARRIER shall be charged \$370.19 per container per operation. This is in addition to the Item 650 – V.P.A. SECURITY SURCHARGE.
 2. If an empty CONTAINER arrives by rail or truck and departs by rail or truck, then the OCEAN CARRIER shall be charged \$296.96 per container per operation. This is in addition to the Item 650 – V.P.A. SECURITY SURCHARGE.
 3. If a loaded CONTAINER arrives by VESSEL, departs by truck for HREW and returns to the marine facility to load the rail, then the OCEAN CARRIER shall be charged \$106.89 per container per operation.
- B. These charges shall not apply to gate moves performed for VIT's convenience. No free-time (Item 456) shall be allowed for CONTAINERS in DUAL RECEIVING situations. These charges are in addition to other applicable charges in this SOR that may apply, such as without limitation security surcharges, empty storage charges, and LOADED CONTAINER STORAGE.

440 RECEIVING CONTAINER CHARGES - EXPEDITED HANDLING If in the interest of efficient operations a CONTAINER cannot be carried to the POINT OF REST or to the OPEN STORAGE OR PARKING AREA, the applicable RECEIVING charge will be assessed in any event. Prior approval is not required to allow a CONTAINER to bypass POINT OF REST and OPEN STORAGE OR PARKING AREA to permit expedited HANDLING.

445 RECEIVING CONTAINER CHARGES Wheeled, grounded, or stacked operation \$128.52 (Applicable under conditions described in Items 430 and 435).

450 CONTAINERS INTERCHANGED BETWEEN VESSELS (TRANSHIPMENT) (Notes 1 through 5) Loaded and empty CONTAINERS interchanged between VESSELS and moved over piers, wharves or bulkheads within ten (10) days (Note 1) will be assessed \$71.38 per CONTAINER against the inbound water CARRIER (Note 2). This charge will apply if the CONTAINER is received and delivered by the same TERMINAL and upon 24 hour prior notification to VIT (Note 3).

Note 1 - CONTAINERS departing via a VESSEL after ten (10) days will be assessed \$57.25 per CONTAINER against the outbound CARRIER.

Note 2 - Should an OCEAN CARRIER have multiple services at the same TERMINAL, the OCEAN CARRIER'S rate will be assessed upon departure.

Note 3 - If VIT does not receive notification, electronically transmitted or manually updated in VIT's Operations System, then the normal RECEIVING CONTAINER charge (Item 445) will apply.

Note 4 - CONTAINERS departing gate/rail will be assessed \$57.25 at time of departure.

Note 5 - If POINT OF REST changes, charges according to Item 465-6 will apply.

451 BASIC CONTAINER UNIT RATE The BASIC CONTAINER UNIT RATE is \$452.31. The BASIC CONTAINER UNIT RATE includes the following SOR Items, and only these Items:

DOCKAGE – One (1) Twenty- Four (24) hour period per VESSEL – Item 300(A) (B)

Linehandling – One (1) period (2 hours) for docking and one (1) period (2 hours) for undocking - Item 310

WHARFAGE – CONTAINERS - Item 315(B)

DUAL RECEIVING CONTAINER Charge – (Empties only; parties other than the OCEAN CARRIER may be billed) - Item 436

RECEIVING CONTAINER Charges - Item 445

Transshipment and Water to Water CONTAINERS (Additional charges in the Notes in SOR are NOT included in the BASIC CONTAINER UNIT RATE) - Item 450

Receiving Chassis - Item 465(1)

REHANDLING CONTAINERS Into/From Stack (REHANDLINGS identified in SOR Items 430 and 436 only) - Item 465(6) (A-2)

Chassis Change (From a damaged chassis to an undamaged chassis only) - Item 465(7)

CONTAINER/Chassis Inspection - Item 465(9)

452 CONTAINERS INTERCHANGED BETWEEN OCEAN CARRIERS ON TERMINAL When a CONTAINER is on TERMINAL and the booking is changed to another VESSEL and OCEAN CARRIER, an additional HANDLING charge will be billed to the OCEAN CARRIER ultimately taking the cargo. A RECEIVING charge will be assessed.

453 ROLLED CONTAINER CHARGE The OCEAN CARRIER shall pay a charge of \$56.38 for each time a ROLLED CONTAINER is booked to another VESSEL, VESSEL call, or a different port of destination.

456 FREE TIME LOADED CONTAINERS This item applies only to loaded CONTAINERS.

A. EXPORTS

- a. NON-REFRIGERATED GATE TO VESSEL AT A VIT MARINE TERMINAL (VIG, NIT, NNMT, PMT) – Seven (7) consecutive days FREE TIME with the dwell period beginning at midnight after the container TIME IN to the TERMINAL and ending with the date the container is loaded to the VESSEL.
- b. NON-REFRIGERATED RAIL TO VESSEL AT A VIT MARINE TERMINAL (VIG, NIT, NNMT, PMT) – Ten (10) consecutive days FREE TIME with the dwell period beginning at midnight after the container TIME IN to the TERMINAL and ending with the date the container is loaded to the VESSEL.
- c. NON-REFRIGERATED TRANSSHIPPED CONTAINERS – Ten (10) consecutive days FREE TIME with the dwell period beginning at midnight after DISCHARGE from the inbound VESSEL and ending with the date of LOAD to the outbound VESSEL.
- d. REFRIGERATED CONTAINERS – Five (5) consecutive days FREE TIME with the dwell period beginning at midnight after the container TIME IN to the TERMINAL and ending with the date of LOAD to the outbound VESSEL.
- e. VIT is not obligated to receive loaded CONTAINERS onto a TERMINAL for the full amount of the FREE TIME prior to the VESSEL's departure from the TERMINAL; see SOR Item 231.
- f. FREE TIME does not reset if a CONTAINER is moved from one TERMINAL to another, and time spent in inter-TERMINAL transit shall count against FREE TIME. This rule shall not apply if the movement is solely for VIT's convenience; when the movement is for VIT's convenience, FREE TIME shall reset upon delivery of the CONTAINER to the new TERMINAL.

- g. No FREE TIME shall be allowed for CONTAINERS in DUAL RECEIVING situations (Item 436). Except for containers that arrive by rail and depart via truck needing fumigation will be provided 4 consecutive days FREE TIME with the dwell period beginning at midnight after the container TIME IN and ending upon TIME OUT of the CONTAINER from the TERMINAL.

B. AND ALL OTHER CONTAINERS

- a. NON-REFRIGERATED CONTAINERS – Seven (7) consecutive days FREE TIME with the dwell period beginning at midnight following the date of DISCHARGE from inbound VESSEL and ending upon TIME OUT of the CONTAINER from the TERMINAL.
- b. REFRIGERATED CONTAINERS – Five (5) consecutive days FREE TIME with the dwell period beginning at midnight after DISCHARGE from the inbound VESSEL and ending upon TIME OUT of the CONTAINER from the TERMINAL.
- c. FREE TIME applies only to the OCEAN CARRIER. LOADED CONTAINER STORAGE charges (Item 461) will apply upon expiration of FREE TIME.
- d. Import coffee shipments in CONTAINERS- Seven (7) consecutive days FREE TIME with the dwell period beginning at midnight after DISCHARGE from the inbound VESSEL and ending upon TIME OUT of the CONTAINER from the terminal.
- e. No FREE TIME shall be allowed for CONTAINERS in DUAL RECEIVING situations (Item 436), except for containers that arrive by rail and depart via truck needing fumigation will be provided 4 days free time with the dwell period beginning at midnight after the container TIME IN to the terminal, and ending upon TIME OUT of the container from the terminal.
- f. HREW containers that depart a VIT facility and return to the terminal will be provided a total of ten (10) days free time. The free time will be allotted in two increments – the first transaction of the container will be provided 4 days free time with the dwell period beginning at midnight following DISCHARGE from the inbound Vessel through either TIME OUT from the terminal or LOAD to the outbound vessel. The second transaction will be given 6 days free time with the dwell period beginning at midnight following re-arrival TIME IN at the terminal through TIME OUT from the terminal or the LOAD to the outbound vessel.

460 STORAGE OF EMPTY CONTAINERS

A. For the purposes of this Section:

- a. “Empty Benchmark” for a month means the number which is ten percent (10%) of the average of CARRIER’s CONTAINER Movements in each of the prior three (3) months, times the number of days in the month.
- b. “Daily Empty Storage-days” means the number of empty CONTAINERS stored on the TERMINALS (including without limitation all damaged empty CONTAINERS) by CARRIER on each day (or partial day) of the month. Calculation of dwell days ends either with the last day end of the month being invoiced or upon the TIME OUT of the CONTAINER.
- c. “Excess Empty Storage-day(s)” means the total number of Daily Empty Storage-days accumulated in the month in excess of the Empty Benchmark.

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- B. At the end of each month, VIT shall bill, and CARRIER shall pay, the daily per-CONTAINER storage charge provided in the SOR (currently SOR Item 460) for each Excess Empty Storage-day in the month.
- C. If VIT notifies CARRIER that VIT projects that CARRIER's Daily Empty Storage-days will exceed the Empty Benchmark in any month, then upon notice from VIT via email, CARRIER shall implement an evacuation plan to reduce empty CONTAINERS on the TERMINALS within thirty (30) days to a level consistent with the Empty Benchmark. Additionally, VIT reserves the right to adjust the Empty Benchmark upon at least thirty (30) days' notice via email to CARRIER if in VIT's discretion the number of empty CONTAINERS on the TERMINALS materially interferes with the efficient operation of the TERMINALS.
- D. FOR EXAMPLE, if CARRIER has 1,080 CONTAINER Movements in the month of January, 2500 Container Movements in the month of February, and 1550 Container Movements in the month of March, the Empty Benchmark for April would be $10\% \times 5,130 \text{ container movements} / 3 \text{ months} \times \text{times } 30 \text{ days} = \underline{5,130}$. If CARRIER had a total of 7,750 Daily Empty Storage-days in April, at the end of April, CARRIER would be billed for 2,620 Excess Empty Storage-days, i.e., 7,750 total Daily Empty Storage-days minus the Benchmark of 5,130.
- E. Daily Storage Charge - \$3.81 per container, per day
- F. CARRIER's that become 30% above the benchmark will be charged \$5.55 per container in excess of the 30%. If a CARRIER is 50% or more above their benchmark they will be charged the \$5.55 per container in addition to VIT opting to refuse to receive empty containers on the terminals or container yards. VIT also reserves the right to require lines to remove excess empty container volumes.

Note: We reserve the right to manage empties and may require storage at the PPCY and carrier is responsible for all charges associated with bringing empties to the terminals.

461 LOADED CONTAINER STORAGE

- A. Non-Refrigerated CONTAINERS exceeding FREE TIME will be assessed LOADED CONTAINER STORAGE charges as follows:
- a. Days one (1) through three (3) - \$17.48 per TEU, per day, for the account of the OCEAN CARRIER.
 - b. Days four (4) through seven (7) - \$29.82 per TEU, per day, for the account of the OCEAN CARRIER.
 - c. Days eight (8) and greater - \$41.13 per TEU, per day, for the account of the OCEAN CARRIER.
- B. Refrigerated CONTAINERS exceeding FREE TIME will be assessed LOADED CONTAINER STORAGE charges as follows:
- a. Days one (1) through four (4) - \$86.37 per day, per CONTAINER, for the account of the OCEAN CARRIER.
 - b. Days five (5) and greater - \$172.73 per day, per CONTAINER, for the account of the OCEAN CARRIER.

- C. To the extent required by law, VIT will review and consider relief for LCS charges incurred when a USER is unable to retrieve their CONTAINER because of circumstances reasonably beyond their control. To make a claim for such relief please visit <http://www.portofvirginia.com/support/claims-and-disputes/> and follow the instructions for filling an Invoice Dispute Claim.

462 CHASSIS After five (5) days notification, non-HRCP II bare chassis will be removed from the TERMINAL by VIT. Bundling, drayage, and the off terminal inbound interchange will be charged to the owner or operator of the chassis. All off terminal charges are for the account of the owner or operator of the chassis.

463 STORAGE OF EQUIPMENT UPON BANKRUPTCY Equipment including but not limited to a CONTAINER or a chassis remaining on the TERMINAL 30 days after its owner or lessee has ceased operations due to bankruptcy or has gone out of business will be charged a Storage charge on equipment. A charge of \$43.48 unit, per day will be assessed against the equipment from the date of the ceased operations and must be paid prior to release of the equipment. The amount due will be from the party requesting the release of the equipment.

465 MISCELLANEOUS SERVICES AND CHARGES

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|---|--|----------|
| 1. Receiving Chassis, Frames, Bogies, or Bolsters | per chassis, frame, bogie, or bolster | \$24.25 |
| 2. Weighing - CONTAINERS on Wheels (Does not include HANDLING) | per weighing | \$32.90 |
| 3. Applying Placarding/Sealing When required by applicable law, any government agency, OCEAN CARRIER, or others requesting the service, VIT will provide, prepare and affix placards and/or seal CONTAINER | per placard | \$31.14 |
| | per seal | \$16.14 |
| 4. M&R Services | | |
| A. Remove Placards | per CONTAINER | \$46.13 |
| B. Apply Tape Patch | per patch | \$13.36 |
| 5. (A) Electrical Service to Refrigerated CONTAINER | Per 24 hours or fraction thereof per CONTAINER | \$56.50 |
| (B)Temperature Monitoring of Refrigerated CONTAINERS If requested, VIT will provide temperature monitoring service on the "SPECIAL SERVICES" basis published in Item 805. | | |
| (C)Connect and Disconnect Refrigerated CONTAINERS | includes both connect and disconnect | \$74.76 |
| 6. REHANDLING CONTAINERS, Bare Chassis and Terminal Equipment. (A) REHANDLING CONTAINERS | | |
| 1. On own wheels | each operation | \$63.74 |
| 2. Into/from stack | each operation | \$127.76 |

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|--|--------------------------------|----------|
| (B) REHANDLING bare chassis/terminal equipment, on wheels | each operation | \$61.91 |
| (C) SHIFTING CONTAINERS from a stack location to another stack location for the purpose of inspection | per CONTAINER, per SHIFT | \$28.60 |
| (D) SHIFTING container from one side of the terminal to the other at the Shiplines request | per container | \$82.18 |
| 7. Chassis Change Removing CONTAINERS from chassis, flatbed, frame or bogie and placing on another mobile unit | | \$124.08 |
| 8. Covered Storage Covered storage for CONTAINERS may be available from the terminal with prior arrangements. | per CONTAINER per day | \$13.11 |
| 9. CONTAINER/Chassis Inspection (No repairs included) | per CONTAINER or empty chassis | \$19.96 |
| 10. Tailgate CONTAINER Inspections for Governmental Agencies | Straight Time | \$204 |
| Inspection by U. S. Customs on CONTAINERS using Vacis X-Ray machine or radiation screening equipment (Out gate RPM inspections excluded). | per CONTAINER | \$364 |
| Shipside VACIS Inspection performed as part of VESSEL operation. Inspection by U. S. Customs on CONTAINERS using Vacis X-Ray machine or radiation screening equipment (Out gate RPM inspections excluded). | per CONTAINER | \$190 |
| 11. (A) Receiving/Delivering "Out of Gauge" CONTAINERS | Each CONTAINER, each operation | \$136.21 |
| (B) Rigging Charge | Each CONTAINER, each operation | \$568.45 |

Securing or Restowage - to be billed at EXTRA LABOR RATES in addition to any required materials that may be required by the Coast Guard Inspector. These rates will be for the account of the cargo.

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|---|------------------|----------|
| 12. Shipper Owned/BCO owned Flat rate/Container | | |
| A. Storage | Per day Per Unit | \$18.89 |
| B. Receiving Empty Export Flat Rack/Container | Per Unit | \$170.47 |

470 RECEIVING OTHER THAN STANDARD SIZE CONTAINERS Prior arrangements must be made with VIT by the authorized agents of the VESSEL and the inland CARRIER before CONTAINERS having dimensional lengths other than 20, 40, or 45-feet will be accepted by VIT.

475 RECEIVING CONTAINERS WITH DAMAGE OR VARIANCES CONTAINERS having damage or variances which may impede normal movement with the TERMINAL's mechanical equipment will not be RECEIVED unless arrangements have been made with VIT.

476 CONTAINERS WITH "OUT OF GAUGE" CARGO

- A. "Out of Gauge" CONTAINERS are those received or delivered with over width or over high cargo which protrudes outside the standard frame and cannot be handled by normal use of a CONTAINER spreader bar and includes without limitation flatracks, platforms, and opentops.
- B. VIT will "Receive or Deliver" these CONTAINERS and the charge assessed for this service is published in Item 465-11(A), which will be in addition to the RECEIVING CONTAINER charges published in Item 445 and/or the Chassis Change charge published in Item 465-7. Should the HANDLING of these CONTAINERS require the use of additional rigging gear other than a speed bar, the Rigging charge in Item 465-11(B) will also apply.

477 CONTAINERS WITH "OUT OF GAUGE" CARGO – VESSEL

- A. It is the responsibility of the VESSEL owners and operators to select the proper equipment to handle overweight or out of gauge CONTAINERS or cargo and to deliver them to their designated POINT OF REST. Overweight or out of gauge CONTAINERS or cargo that is left, parked or abandoned by the owners or operators or their agents/stevedores short of their designated POINT OF REST will not be the responsibility of VIT and any movement of the cargo or CONTAINERS to clear pier space or for other TERMINAL purposes shall be for the account and at the risk of the VESSEL owner/operator or its representative and the VESSEL owner/operator and its representative/stevedore accepts any and all liability arising out of the TERMINAL's movement of the CONTAINER/cargo to its designated POINT OF REST.
- B. Import "Out of Gauge" CONTAINERS landed to TERMINAL equipment (mafi, cassette, or lowboy) from a VESSEL are subject to TERMINAL equipment rental charges for the account of the representative/stevedore or VESSEL owner/operator beginning at time of VESSEL sailing.
- C. Export "Out of Gauge" CONTAINERS received for VESSEL LOADING and placed on TERMINAL equipment (mafi, cassette, or lowboy) for the convenience of the TERMINAL will receive ten (10) consecutive calendar days equipment use at no charge. After ten (10) free days, TERMINAL equipment rental charges will be assessed to the shipline until TERMINAL equipment is cleared.
- D. VIT will receive these CONTAINERS at rates published in Item 805.

480 CONTAINERS LOADED IN EXCESS OF RATED CAPACITY The rates, rules, regulations and charges published in this section of the SOR are not applicable to Standard Seagoing CONTAINERS loaded in excess of their rated capacity. VIT will not permit its mechanical equipment (designed for movement or carriage of CONTAINER) or its CONTAINER cranes to be used in any way to lift, move or transport a CONTAINER which is loaded in excess of the CONTAINER's rated capacity. If the TERMINAL's equipment or crane is used to lift, move, or transport a CONTAINER which is loaded in excess of the rated capacity, the party or parties causing such unauthorized use shall be held liable for all LOSSES, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.

485 CONTAINER REPAIR, SERVICING, AND/OR CLEANING VIT will license up to six (6) CONTAINER/chassis M&R companies to operate facilities on its TERMINALS. Said licenses will be issued pursuant to requirements as follows. Each such M&R operator shall:

1. Each M&R operator shall execute a License Agreement with VIT. The License Agreement shall set out the responsibilities and duties required of each M&R operator to work on the TERMINALS. The License Agreement may contain one or more of the following requirements, which shall apply regardless of the terms of the License Agreement.
2. No less than 3 business days before an M&R operator is to perform work at the TERMINALS, each M&R operator shall submit a Certificate of Insurance (COI) to VPA's Risk Management Department by electronically scanning the COI and attaching it in PDF format to an email addressed to riskmanagementstaff@vit.org evidencing that the M&R operator has the following insurance policies: a) **Commercial General Liability** insurance with liability limits in an amount not less than Five-Million Dollars (\$5,000,000), combined single limit, per occurrence; b) **Commercial Auto Liability** insurance in an amount not less than Five-Million Dollars (\$5,000,000), combined single limit, per occurrence; c) **Workers' Compensation** insurance in compliance with the laws of the Commonwealth of Virginia, and, if required by law, an endorsement providing workers' compensation benefits under the federal Longshore and Harbor Workers' Compensation Act; d) **Employer's Liability** Insurance in an amount not less than Five-Million Dollars (\$5,000,000) combined single limit, per occurrence; and e) **Pollution Liability** insurance with liability limits not less than Five-Million Dollars (\$5,000,000) combined single limit, per occurrence. The VIT PARTIES shall be named as additional insured on each such policy.
3. Mark and identify their equipment and maintain them in a good condition.
4. Agree that all equipment not needed for current operations shall be removed promptly from the TERMINAL premises. No equipment or material owned, leased, or rented by the M&R operator shall be abandoned or discarded on the TERMINAL premises.
5. Agree that all operations shall be conducted in accordance with TERMINAL rules and regulations, U.S. Coast Guard regulations, OSHA regulations, this SOR, the master and local ILA collective bargaining agreements, and all federal, state and municipal laws and ordinances.
6. Agree that work shall be performed only in areas designated by VIT. Each M&R operator further agrees to prohibit its employees from entering into or performing work in areas designated as "prohibited" unless prior written permission given by VIT or designee. VIT must be notified of any movements of equipment before the equipment is moved, and provided with information as to the new location of equipment.
7. Deposit \$500.00 with VIT or present a bond in this amount. Refund or balance thereof shall be returned to M&R operator within thirty (30) days following cessation of its activities on the TERMINAL and after settlement of account with VIT.
8. Pay in advance to VIT a fee of \$195.35 for each six (6) months period or part thereof, for each and every truck, van, CONTAINER or other type of vehicle used in its operation on the TERMINAL. This is subject to a minimum payment of \$663.18 for each six (6) months or part thereof, except for M&R operators that have continuously operated on the TERMINAL since July 1, 1973. Payments shall be paid on July 1 and January 1 of each calendar year.
9. Comply with all security requirements as specified for all vendors on the TERMINAL premises, including but not limited to the periodic review of employee personnel files, the inspection of vehicles, etc.
10. Operate with hours and procedures consistent with TERMINAL operations.

- 11. Items 6 and 7 shall not apply to OCEAN CARRIERS that have leased terminal space for performing maintenance of CONTAINERS.
- 12. Upon approval of a permit application, VIT shall issue a decal for each piece of equipment permitted to operate on the TERMINALS. The decal shall be prominently displayed immediately below the corporate name on the left side of the vehicle. Failure to comply with all the requirements above will result in termination in accordance with provisions of the License Agreement.

490 CHASSIS BANDING AND/OR STACKING

| | | |
|--------------------|-----------|------------|
| Two chassis high | per stack | \$376.95 |
| Three chassis high | per stack | \$665.04 |
| Four chassis high | per stack | \$936.29 |
| Five chassis high | per stack | \$1,221.88 |

491 CHASSIS - LOADING TO OR UNLOADING FROM FLATBED TRAILERS

| | |
|----------|----------|
| Per lift | \$189.80 |
|----------|----------|

492 CHASSIS - BREAKING DOWN

| | |
|-----------|----------|
| Per stack | \$306.57 |
|-----------|----------|

493 STACK FLATS AND MAFIS

| | |
|-----------|----------|
| Per stack | \$214.85 |
|-----------|----------|

494 LOADING/UNLOADING BUNDLED MAFIS ON FLATBED TRAILERS

| | |
|--------------|----------|
| Per handling | \$244.77 |
|--------------|----------|

495 DELIVERING/RECEIVING CONTAINERS DURING OVERTIME HOURS

| | Per Hour | Per Meal Hour |
|---|----------|---------------|
| Delivering/Receiving Containers at the Marine Terminals - per hour, per lane | \$950.21 | \$1,188.49 |
| Delivering/Receiving Containers at the Marine Terminals ES Lot - per hour, per gang | \$887.88 | \$1,115.04 |
| Delivering/Receiving Containers at the Empty Container Yards - per hour, per gang | \$747.80 | \$935.59 |

| | | |
|---|------------|------------|
| Transfer Zone/Live Gate at the Marine Terminals - per hour, per gang | \$2,669.48 | \$3,337.18 |
|---|------------|------------|

Gate Hours: Please visit www.portofvirginia.com for up-to-date hours

Overtime gate hour inquiries: Please contact the Port of Virginia customer service team for overtime orders: (757)440-7160 or email: POVcustomerservice@vit.org

496 HOT CONTAINER CHARGE The REHANDLING of CONTAINERS must be pre-planned. When an unscheduled CONTAINER movement is not ordered before 2:00 p.m. of the previous workday, the party requesting the service will be charged.

| | | |
|-------------------|---------------|----------|
| A. Regular hours | per container | \$410.60 |
| B. Overtime hours | per container | \$616.06 |

499 RAIL LIFT/RAMP RATE

The per CONTAINER lift rate is \$67.71. This charge includes the following:

- A. Export CONTAINERS (DERAMP), VIT will remove CONTAINER from the railcar and place at a POINT OF REST on the TERMINAL.
- B. Import CONTAINERS (RAMP), VIT will move CONTAINER from the POINT OF REST in the CONTAINER YARD and place CONTAINER on a railcar according to applicable laws and VIT’s stowage policies.
- C. Service includes one (1) spot and one (1) pull of the railcar between the rail area and another on-TERMINAL location if required by VIT.
- D. This charge does not include any other charge stated in this SOR.

**SECTION V
 ALL OTHER CARGO RULES
 AND CHARGES**

500 FREE TIME AND DEMURRAGE – NON-CONTAINERIZED CARGO

A. Non-containerized EXPORT, IMPORT, INTERCOSTAL and COASTWISE CARGO held on the TERMINALS will be granted ten (10) consecutive calendar days FREE TIME. FREE TIME will begin with the first 8:00 a.m. after receipt of cargo. Upon expiration of FREE TIME, if any, DEMURRAGE charges will be assessed. Non-containerized EXPORT CARGO DEMURRAGE ceases when VESSEL commences LOADING.

B. FREE TIME accorded under the provisions and exceptions of this item is subject to the availability of suitable storage space at VIT facilities. VIT reserves the right to deny or restrict FREE TIME on all cargo received at the TERMINALS. Non-containerized EXPORT CARGO in storage will be released to "FREE TIME" status only when VIT receives consignment instructions from shipper or agent pursuant to Item 232A above.

- I. Exception I: No FREE TIME will be allowed on BULK or refrigerated cargo.

2. Exception 2:

a. CRUDE RUBBER

- i. Breakbulk - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after receipt of cargo from the VESSEL.
- ii. Containerized - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after the last CONTAINER of rubber per bill of lading is stripped.
- iii. Lash barges - FREE TIME of thirty (30) calendar days beginning with the first 8:00 a.m. after receipt of each bill of lading from barge or barges.

b. IRON or STEEL Articles, as described in Item 550, when suitable for outside storage, will be allowed fifteen (15) calendar days FREE TIME beginning with the first 8:00 a.m. after receipt of cargo.

c. MACHINERY for export, when suitable for outside storage, will be allowed fifteen (15) calendar days FREE TIME.

3. Exception 4 - FREE TIME on imported automobiles and trucks, unboxed, and not exceeding 5,000 pounds per vehicle, required prior arrangements be made with VIT because of limited space. Whether or not VIT will grant FREE TIME is within its sole discretion.

502 FREE TIME DURING LONGSHOREMEN'S LABOR DISPUTE

Cargo on FREE TIME at the commencement of any longshore strike will be afforded additional FREE TIME for the duration of the strike. Upon termination of the strike, FREE TIME will continue to run for the unexpired number of days generally allowed on cargo.

Cargo which is on first period DEMURRAGE at the commencement of the strike will continue on first period DEMURRAGE for the duration of the strike. At the conclusion of the strike, the remaining days of the first period DEMURRAGE will be allowed.

Cargo in second period DEMURRAGE at the commencement of the strike will be assessed charges at the first period DEMURRAGE rates for the duration of the strike. At the conclusion of the strike, cargoes in this category will revert immediately to the period of DEMURRAGE applicable at the commencement of the strike period.

505 DEMURRAGE – NON-CONTAINERIZED CARGO

| | | |
|---|-------------------------|---------|
| A. Articles not otherwise specified | | |
| First five (5) calendar days or fraction thereof | per 2000 pounds | \$6.72 |
| Day 6 and each succeeding calendar day period or fraction thereof | per 2000 pounds | \$10.56 |
| B. Vehicles specifically described in Item 594. | | |
| 1. Covered area | per day per vehicle | \$6.93 |
| 2. Open area | per day per vehicle | \$6.93 |
| C. Vehicles specifically described in Item 560, 596 and Item 598. | | |
| Open area | Per day, per unit | \$6.93 |
| D. Minimum charges (Not subject to Items 592 and 825.) | per shipment per period | \$20.77 |

Note 1.

See Item 232 regarding acceptance of EXPORT CARGO.

Note 2.

1. On IMPORT CARGO, FREE TIME commences with the first 8:00 a.m. after receipt of cargo. See Item 500 for exceptions.
2. On EXPORT CARGO, wharf demurrage ceases when VESSEL commences loading.

DEMURRAGE accruing on IMPORT CARGO will be billed against the importer of record unless other arrangements have been made with VIT.

506 STORAGE – NON-CONTAINERIZED CARGO

If a USER requests that CARGO be stored, please request a quote by visiting: www.portofvirginia.com

507 BREAKBULK COMMODITIES NOT OTHERWISE SPECIFICALLY PROVIDED FOR ELSEWHERE IN SECTION V OF THIS SOR

The following charges cover only physical acceptance of a commodity by VIT either from the inland CARRIER, to facilitate physical exchange of a commodity at "POINT OF REST" with a water CARRIER, or physical acceptance by VIT of a commodity at "POINT OF REST" from a water CARRIER to facilitate physical exchange with an inland CARRIER.

| | | |
|--|---------------|---------|
| Loose | Per 2,000 Lbs | \$46.13 |
| If the commodity is secured on pallets or skids, or otherwise self-contained | Per 2,000 lbs | \$36.36 |

520 BOATS

The following charges cover only physical acceptance of a boat by VIT either from the inland CARRIER, to facilitate physical exchange of the boat at "POINT OF REST" with a water CARRIER, or physical acceptance by VIT of a boat at "POINT OF REST" from a water CARRIER to facilitate physical exchange with an inland CARRIER.

| | | |
|---|-------------------------|----------|
| A. To or from open trucks. Rate includes boat, trailer and/or cradle when handled with same lift. Below rates applicable only when boats can be forklifted. | | |
| Boats 24' and under | per boat | \$138.88 |
| Boats 25' through 30' | per boat | \$166.66 |
| Boats 31' through 39' | per boat | \$333.31 |
| Boats 40' through 50' | per boat | \$666.61 |
| B. When lifting more than one boat to/from the same trailer | Minimum charge per boat | \$395.76 |
| C. Arches, cradles, flying bridges, keels, mast or trailers not | per unit | \$203.53 |

| | | |
|---|-----------------|----------|
| lifted with boat | | |
| D. Cradle Disposal | per unit | \$549.70 |
| E. Receiving or delivering boats on trailers, regardless of length at point of rest and on which no physical handling is performed by terminal personnel. Not exceeding 40 feet in length | per boat | \$90.92 |
| F. Receiving or delivering boats on trailers, regardless of length at point of rest and on which no physical handling is performed by terminal personnel. Exceeding 40 feet in length | per boat | \$180.92 |
| G. To or from open trucks. Rate includes boat, trailer and/or cradle when handled with same lift. Below rates applicable only when boats cannot be lifted by forklift operation | | |
| Boats 26' and under | per boat | \$310.96 |
| Boats 27' through 31' | per boat | \$362.78 |
| Boats 32' through 40' | per boat | \$414.60 |
| Boats over 40' | per linear foot | \$28.47 |

Note 1 – Above rates do not apply with receiving from/delivering to water and require prior arrangements. For arrangements and rates contact VIT Customer Service at VITRates@vit.org

Note 2 - Rates include boat trailer and/cradle when handled with the same lift. Rate includes use of crane, if required. Rate will apply only if the lift is made with TERMINAL equipment.

Note 3 - Length of boat must be stated on dock receipt. If no length provided, boat will be measured and that length will be used to determine billing rate.

534 NON- FERROUS METALS, VIZ ALUMINUM, BRASS, BRONZE, COPPER, TIN, ZINC, IRON and STEEL

The following charges cover only physical acceptance of the cargo by VIT either from the inland CARRIER, to facilitate physical exchange of the cargo at "POINT OF REST" with a water CARRIER, or physical acceptance by VIT of cargo at "POINT OF REST" from a water CARRIER to facilitate physical exchange with an inland CARRIER.

| | | | |
|-----------|--------------------------|-----------------|---------|
| METALS | | Per 2000 pounds | |
| A. Metals | Palletized or Skidded | Per 2000 pounds | \$8.98 |
| B. Metals | Bundled | Per 2000 pounds | \$13.82 |
| C. Metals | Rolled, Coiled or Reeled | Per 2000 pounds | \$14.76 |
| D. Metals | Loose | Per 2000 pounds | \$40.71 |

Note 1 - Cargo will qualify for rates published herein when bundled, skidded, palletized or packaged in such manner as to allow **LOADING** or **UNLOADING** by machinery normally available on **TERMINAL**, without further packaging or consolidation.

Note 2 - Blocking, bracing, chocking, removing and replacing lids from open-top railcars, if necessary, will be in addition to rates in this item and will be billed in accordance with Item 805 in this SOR.

Note 3- Rates in this item apply when cargo is loaded to or unloaded from open or flatbed equipment by **TERMINAL** personnel.

Note 4- Rates for **LOADING** or **UNLOADING** to closed vans or trailers will be quoted upon request.

Notes 5- Blocking, bracing, chocking, removing and replacing lids from open-top railcars, if necessary, will be in addition to rates in this item and will be billed in accordance with Item 805 of this SOR.

558- FOREST PRODUCTS: INCLUDING LUMBER, PAPER AND RELATED PRODUCTS

The following charges cover only physical acceptance of the cargo by VIT either from the inland **CARRIER**, to facilitate physical exchange of the cargo at "**POINT OF REST**" with a water **CARRIER**, or physical acceptance by VIT of cargo at "**POINT OF REST**" from a water **CARRIER** to facilitate physical exchange with an inland **CARRIER**. These rates are applicable only to/from flatbed trucks; otherwise Item 805 applies.

| | | | |
|------------------------|-----------------------|-----------------|---------------|
| FOREST PRODUCTS | | | |
| A. Forest Products | Palletized or Skidded | per 2000 pounds | \$13.29 |
| B. Forest Products | Bundled | per 2000 pounds | \$17.22 |
| C. Forest Products | Baled or Rolled | per 2000 pounds | Request quote |
| D. Forest Products | Loose | per 2000 pounds | \$21.01 |

Note 1 – Rates are applicable to lifting to/from flatbed trucks

560 MACHINERY, MACHINES OR PARTS, FARM TRACTORS

The following charges cover only physical acceptance of the cargo by VIT either from the inland **CARRIER**, to facilitate physical exchange of the cargo at "**POINT OF REST**" with a water **CARRIER**, or physical acceptance by VIT of cargo at "**POINT OF REST**" from a water **CARRIER** to facilitate physical exchange with an inland **CARRIER**.

| | | |
|---|-----------------|---------------|
| <p>(1) Boxed or unboxed, lifted or towed, on or off railcar, truck, or barge. (2) Advance arrangements must be made with VIT Customer Service at VITRates@vit.org for charges relating to fragile, bulky, or over-dimensional items or lifts greater than 80,000 lbs. Refer to Item 214.</p> <p>Box, package, or piece weighing:</p> | | |
| 0 to 80,000 lbs. | per 2000 pounds | \$18.32 |
| 80,001 to 100,000 lbs. | per 2000 pounds | \$23.41 |
| 100,001 to 400,000 lbs. | per 2000 pounds | \$23.74 |
| Greater than 400,001 lbs. | | Request Quote |

| | | |
|--|----------|----------|
| (2) Machinery, self-propelled moving under own power and not requiring terminal personnel or equipment to lift or tow, received at/delivered to POINT OF REST. | Per Unit | \$151.02 |
|--|----------|----------|

Note 1: The HANDLING of lifts in excess of 80,000 lbs. shall be limited to the capacity of lifting equipment at a specific TERMINAL.

Note 2: Rates above will only apply when terminal owned equipment can be used to make the lift.

Note 3: If customer makes separate arrangements for outside crane vendor to perform lift, the applied rate charged will be 50% of the charges shown above.

Note 4: For direct load and direct discharge cargo from a vessel, the applied rate charges will be 25% of the charges shown above.

Note 5: For direct load and direct discharge cargo from a vessel that will utilize two terminals, the applied rate charges will be 50% of the charges shown above.

576 RUBBER, CRUDE, VIZ: ARTIFICIAL, GUAYULE, NATURAL, NEOPRENE OR SYNTHETIC

The following charges cover only physical acceptance of the cargo by VIT either from the inland CARRIER, to facilitate physical exchange of the cargo at "POINT OF REST" with a water CARRIER, or physical acceptance by VIT of cargo at "POINT OF REST" from a water CARRIER to facilitate physical exchange with an inland CARRIER.

| | | | |
|---------------------------|-------------|-----------------|---------|
| Non-Palletized | Truck/Barge | per 2000 pounds | \$25.41 |
| Pre-palletized or skidded | Truck/Barge | per pallet | \$24.07 |

586 U.S. GOVERNMENT P.L. 480 CARGO, BAGGED Rates may be quoted upon request by VIT Customer Service (VITRates@vit.org), if VIT has the ability to handle this cargo. In the absence of agreement, Item 805 shall apply.

592 MINIMUM CHARGE Except as otherwise noted, a minimum charge applies to all single shipments (Per Booking Number or Bill of Lading), regardless of LOADING order. Payment in advance will be required for those shippers which have not established prior credit.

| | |
|--------------|---------|
| Per Shipment | \$69.48 |
|--------------|---------|

594 VEHICLES, SELF-PROPELLED, UNBOXED, VIZ: AUTOMOBILES, BUSES, TRUCKS, MOTOR HOMES SETUP OR NOT OTHERWISE SPECIFIED. NOT REQUIRING LIFTING OR TOWING.

The following charges cover only physical acceptance of the cargo by VIT either from the inland CARRIER, to facilitate physical exchange of the cargo at "POINT OF REST" with a water CARRIER, or physical acceptance by VIT of cargo at "POINT OF REST" from a water CARRIER to facilitate physical exchange with an inland CARRIER.

| | | |
|--|----------|----------|
| Receiving or delivering and processing- Not exceeding 10,000 pounds each | per unit | \$69.48 |
| Receiving or delivering and processing- Exceeding 10,000 pounds each | per unit | \$123.57 |

598 MOBILE HOMES/TRAILERS

| | | |
|---|----------|----------|
| Mobile Homes/Trailers setup and on wheels received or delivered at POINT OF REST and on which no physical HANDLING is performed by TERMINAL | Per unit | \$124.18 |
|---|----------|----------|

| | | | |
|---|--------|-----------------|----------|
| personnel. | | | |
| Set up and not on wheels or requires lifting or towing to be performed by TERMINAL personnel. | Towed | Per 2000 pounds | \$197.89 |
| | Lifted | Per 2000 pounds | \$274.85 |

**SECTION VI
VIRGINIA PORT AUTHORITY SECURITY SURCHARGE**

650 VIRGINIA PORT AUTHORITY SECURITY SURCHARGE

RESOLUTION AUTHORIZING THE IMPLEMENTATION OF SECURITY SURCHARGE PURSUANT TO VIRGINIA CODE §62.1-132.16

IT IS RESOLVED by the Board of Commissioners (the “Board”) of the Virginia Port Authority (the “Authority”), as follows:

Section 1. Findings and Determinations

- A. Pursuant to Section 62.1-132.16 of the Code of Virginia of 1950, as amended (the “Virginia Code”), the Authority is authorized to fix, alter, charge, and collect tolls, fees, rentals, and any other charges for the use of, or for services rendered by, any Authority facility. The Authority may impose, levy, and collect such other fees and charges as may assist in defraying the expenses of administration, maintenance, development, or improvement of the ports of the Commonwealth, their cargo handling facilities, and harbors.
- B. As a means to finance the additional security measures mandated by the Maritime Transportation Security Act (MTSA) 2002, as set forth in 33 CFR Part 105 – Facility Security, the Authority has proposed that it would implement a security surcharge (the “Surcharge”) to be effective August 1, 2005, in the amounts and for the categories as set forth in this Resolution.
- C. The Authority proposes to amend the Surcharge to include a security surcharge for bulk cargo to be effective September 1, 2012 in the amount as set forth in this Resolution.
- D. The security surcharge will be administered by VIT, clearly billed as a security fee, and all such fees collected are to be passed directly to the Virginia Port Authority.
- E. The Board has determined that, by enhancing security at the port facilities, implementation of the Surcharge will foster and stimulate the commerce of the ports of the Commonwealth; promote the shipment of goods and cargoes through the ports; and develop, improve or increase the commerce, both foreign and domestic, of the ports of the Commonwealth, all pursuant to Section 62.1-132.3 of the Virginia Code.

Section 2. Authorization of Surcharge. (a) Implementation of the amended Surcharge is hereby authorized. The Surcharge shall initially be established in the amounts and for the categories as set forth below. The Executive Director is authorized in his discretion to adjust the amounts of the Surcharge and the categories to which it applies, and to further adjust the Surcharge from facility to facility. In making such adjustments to the Surcharge, the

Executive Director will consider at least the following factors: changes to security requirements; current market conditions; effect on demand for use of the Authority's facilities; and the amount of such fees charged by competitive ports.

Surcharge Rates

Fully Cellular VESSELS: \$7.23 per CONTAINER for the account of the OCEAN CARRIER

Breakbulk from Fully Cellular VESSELS: \$0.26 per short TON for the account of the OCEAN CARRIER

Non-CONTAINER VESSELS and All others including barges: \$3.29 per linear foot

Section 3. Further Action. The officers and staff of the Authority are hereby authorized to take such actions, and deliver such additional documents and certificates, as they may, in their discretion, deem necessary or useful in connection with the implementation of the Surcharge.

Section 4. Effective Date. This Resolution shall take effect on September 1, 2012 or immediately upon its adoption, whichever is later.

CONTAINER surcharge rates will be assessed as follows:

- (1) CONTAINERS not declared water to water will be billed one surcharge for every loaded/empty CONTAINER on/off a VESSEL.
- (2) CONTAINERS declared water to water will be billed one surcharge against the inbound CARRIER.
- (3) Loaded DUAL CONTAINERS (in/out gate/rail) will be billed one surcharge upon departure of CONTAINER.

SECTION VII STEVEDORING

700 STEVEDORING GENERAL

- a. VIT provides stevedoring directly at PMT and NNMT. VIT may provide stevedoring indirectly through subcontractors at VIG and NIT. Currently, only Ceres Marine Terminals, Inc. and CP&O, LLC are permitted to provide stevedoring services at VIG and NIT. Stevedoring by VIT is subject to all of the terms and conditions of this SOR.
- b. Stevedoring by parties other than VIT at all TERMINALS is by permission from VIT. Accordingly, USERS should not assume that parties other than VIT may stevedore at a TERMINAL.
- c. VIT will provide quotes for stevedoring upon request. Rates will depend on, among other factors, the cost of labor, the type and volume of cargo, the type of VESSEL, the TERMINAL, length of the commitment, anticipated productivity, and the inclusion/exclusion of detentions and other cost items. For a rate quote, please contact VIT Rates at VITrates@vit.org

705 STEVEDORING RATES If no written agreement as to rates is in place, then VIT's charge for stevedoring shall be as follows.

| Type of Lift | Rate Per Move |
|---|----------------------|
| Normal Lift for Standard ISO CONTAINERS | \$77.97 |
| SHIFTING CONTAINERS within same bay | \$77.97 |
| RESTOW CONTAINERS VESSEL-dock-VESSEL | \$77.97 |

| | |
|---|--|
| CONTAINERS other than 20' and 40' using speed bar or O/HT gear/wires | EXTRA LABOR RATES for stevedoring stated below |
| Breakbulk | EXTRA LABOR RATES stated below |
| Passenger cars, per vehicle (contact VIT for a quote on other vehicles) | \$30.00 |

1. EXTRA LABOR RATES for labor not included in the stated rate for the stevedoring services are as follows:

| | |
|--|--|
| Standby/detention-all types – and excluded guaranty time, per hour (billed in 6 minute increments) | \$2,039.33 |
| Overtime Differential | \$786.94 |
| Double-time Differential | \$1,499.52 |
| Extra labor gang – per hour | Straight time \$1,319.57 Overtime: \$2,038.14 Double Overtime \$2,699.12 |

2. Items included in the stated rates for stevedoring, and certain items that are excluded from the stated rates for stevedoring and for which CARRIER will be charged separately, are listed below. For avoidance of doubt, if an item is “Excluded”, it is not included in the lift rates provided above and will be billed at the stated EXTRA LABOR RATES.

| Personnel | Included | Excluded |
|---|-----------------|-----------------|
| Straight-time longshore labor, fringes, and insurance | X | |
| Straight-time Clerks/Checkers | X | |
| Overtime costs | | X |
| Supervision | X | |
| Rain pay | X | |
| Pre-stow, bay list, stowage plan, and other documentation | X | |
| CONTAINER Royalties and non-man-hour assessments | | X |
| Equipment | | |
| All necessary equipment | X | |
| | | |
| Standbys and Detentions | Included | Excluded |
| Standby for VESSEL – this is excluded | | |
| Standby for Weather | | X |
| Standby for Terminal Operator’s Equipment Down | X | |
| Standby for VESSEL Gear | | X |
| Standby for Health & Safety/Labor Disputes | X | |
| Standby for Safety Talk | X | |
| Stand-by Awaiting Cargo Availability | | X |
| Standby Gantry Crane Repair | | X |
| Pre & Post Operations Guarantee Charges | | X |
| Cone (i.e.: Gear) Box Moves | | X |
| Standby for Minimum Manning/Gang to Fill | X | |

| | | |
|--|-----------------|-----------------|
| Standby Change in Stow | | X |
| ILA Guarantee Time - up to 1 hour per gang included, otherwise excluded | | |
| Standby – Delays due to frozen cones or locking cones or lashing equipment improperly installed by load port | | X |
| Boom Ups | X | |
| Activities | Included | Excluded |
| Discharge/Load and Lash/Unlash standard 20' and 40' I.S.O. CONTAINERS to/from place of rest on dock or VESSEL, straight-time | X | |
| Normal CONTAINER Lashing | X | |
| Over height/Over width CONTAINERS | | X |
| Reefer CONTAINERS – plug/unplug | | X |
| Break Bulk Cargo | | X |
| Damaged CONTAINERS or Cargo | | X |
| Loose Cargo from Damaged CONTAINERS Onboard | | X |
| Emergency Gear CONTAINER moves | | X |
| Rehandled CONTAINERS | | X |
| Opening and Closing Hatches. | X | |
| VACIS/Government inspections during VESSEL ops | | X |
| Extra Mounting of CONTAINERS at CARRIER's Request | | X |

Note I - Vessel/Breakbulk related services requiring ILA labor will be invoiced to the vessel owner and /or agent. If guarantees are not satisfied by the ILA labor the remainder of the guarantee will be charged.

**SECTION VIII
MISCELLANEOUS SERVICES AND CHARGES**

800 MISCELLANEOUS CHARGES The following services will be performed by VIT at the charges shown below: (Not subject to Item 825.)

| | | |
|-------------------|------|---------|
| Rebiling Invoices | each | \$69.48 |
|-------------------|------|---------|

805 SPECIAL SERVICES; EXTRA LABOR RATES. Upon request and with advance arrangements, VIT will provide SPECIAL SERVICES not listed in this SOR. Charges for these services will be billed at the following EXTRA LABOR RATES, cost of materials plus thirty percent (30%), and equipment rental. Requested services are performed by ILA Shortshoremen or ILA Longshoremen as applicable. VIT will inform customers of labor classifications to be used. All ILA contract guarantees and Guaranteed Annual Income special assessment will be charged when applicable.

| LONGSHOREMEN | Extra Labor & Detention at Regular Rate | | | Overtime Differential | |
|--------------------|---|----------|----------|-----------------------|---------|
| | ST | OT | PMH | OT | PMH |
| Longshoreman | \$100.71 | \$137.9 | \$174.93 | \$37.08 | \$74.21 |
| Operators (NOTE I) | \$105.68 | \$145.21 | \$184.80 | \$39.64 | \$79.12 |

| | | | | | | |
|--------------------|---|-----------|------------|--|-----------|------------|
| M & R | \$106.93 | \$147.12 | \$187.36 | \$40.08 | \$80.37 | |
| | Extra Labor at Double Regular Rate | | | Overtime Differential Double Regular Rate | | |
| | ST | OT | PMH | ST | OT | PMH |
| Longshoreman | \$174.98 | \$249.09 | \$323.30 | \$74.16 | \$148.32 | \$222.58 |
| Operators (NOTE 1) | \$184.80 | \$264.03 | \$342.98 | \$79.07 | \$158.30 | \$237.42 |
| M & R | \$187.36 | \$267.62 | \$348.05 | \$80.37 | \$160.80 | \$241.07 |

NOTE 1 - For the operation of Portainer, Straddle Carrier, Gantry, Toploader, Reachstacker
NOTE 2 – Rain Pay differential to be charged \$3.12 per hour, per man.

| | | | | | | |
|---------------------------|--|-----------|------------|--|------------|------------|
| SHORTSHOREMEN | Extra Labor & Detention at Regular Rate | | | Overtime Differential | | |
| | ST | OT | PMH | OT | PMH | |
| Freighthandler | \$75.58 | \$107.04 | \$138.39 | \$31.41 | \$62.82 | |
| | Extra Labor at Double Regular Rate | | | Overtime Differential Double Regular Rate | | |
| | ST | OT | PMH | ST | OT | PMH |
| Freighthandler | \$138.39 | \$201.32 | \$264.24 | \$61.45 | \$125.58 | \$188.34 |
| | | | | | | |
| TERMINAL PERSONNEL | Extra Labor & Detention at Regular Rate | | | Overtime Differential | | |
| | ST | OT | | OT | | |
| Supervisor | \$97.33 | \$145.97 | | \$48.64 | | |
| Administrator | \$75.58 | \$113.42 | | \$37.84 | | |
| Mechanic | \$87.46 | \$131.25 | | \$43.73 | | |

Note 1 - Vessel/Breakbulk related services requiring ILA labor will be invoiced to the vessel owner and /or agent. If guarantees are not satisfied by the ILA labor the remainder of the guarantee will be charged.

806 REMOVING AND/OR REPLACING TARPS ON OPEN-TOP CONTAINERS

| | | |
|-------------------------------|----------------|----------|
| Per CONTAINER lace only | Each operation | \$142.59 |
| Per CONTAINER unlace only | Each operation | \$142.59 |
| Per CONTAINER lace and unlace | Per container | \$293.63 |
| Per CONTAINER rear only | Each operation | \$95.42 |

807 MOUNTING AND DISMOUNTING GENSETS

| | | |
|------------|----------------|----------|
| Per genset | Each operation | \$119.21 |
|------------|----------------|----------|

810 SEGREGATION AND SORTING If, after cargo has been sorted, graded and stowed and/or assembled on the TERMINAL awaiting delivery as per bill of lading, the consignee, thereafter, desires additional sorting, grading and/or specific selection of said cargo in connection with the subsequent LOADING thereof, a written request detailing the nature of the SPECIAL SERVICES desired must be submitted, in advance of LOADING, to VIT.

815 USAGE CHARGES When a TERMINAL is used by others for the purposes for which a charge is not otherwise specified, VIT will assess a USAGE CHARGE. If USER and VIT have not agreed on a charge in advance of services being performed, then VIT may impose a non-discriminatory USAGE CHARGE determined by VIT in its reasonable discretion.

825 MINIMUM BILLING All charges published in this SOR, and not otherwise accepted, will be subject to a minimum charge of \$69.48 per billing.

840 VIG - GANGWAY GUARD Gangway Guard \$54.30 per hour, 4 hour minimum.

845 VIG – ESCORT FEE

- A. \$52.25 per hour, per person in the event that Virginia International Gateway Virginia is required to escort individuals who do not hold a valid TWIC card.
- B. For contractors who do not hold a valid TWIC and are escorted to/from a VESSEL, a flat rate of \$52.25 per person round trip will apply.

851 SECURE FLATS FOR RAIL MOVEMENT On SPECIAL SERVICES basis; see Item 805.

852 EMPTY YARD SERVICES

| | |
|---|------------------------|
| Steam cleaning | \$119.16 per CONTAINER |
| Empty CONTAINER grounding for government regulatory Inspections and return to stack | \$99.27 per CONTAINER |
| Smoke testing | \$78.84 per CONTAINER |
| Tie back installation | \$23.36 per CONTAINER |

**SECTION IX
 VIRGINIA INLAND PORT SERVICES AND CHARGES**

900 APPLICATION OF SECTION IX. The rates and terms of service in this Section IX apply only to services at VIP. For avoidance of doubt, all other Items in this SOR apply (except Section X) except to the extent inconsistent with this Section IX.

902 FREE TIME CONTAINERS TO/FROM VIP VIA RAIL

- A. NORTHBOUND. CONTAINERS, loaded or empty, with or without wheels held in an area designated by VIT will be granted one period of ten (10) consecutive day’s FREE TIME beginning at midnight after the container TIME IN and ending upon TIME OUT of the CONTAINER from the TERMINAL.

- B. SOUTHBOUND. Loaded CONTAINERS, with or without wheels held in an area designated by VIT will be granted one period of ten (10) consecutive day's FREE TIME beginning at midnight after the container TIME IN and ending upon TIME OUT of the CONTAINER from the TERMINAL.
- C. Empty CONTAINERS, with or without wheels held in an area designated by VIT will be granted one period of fifteen (15) consecutive days FREE TIME beginning midnight after the container TIME IN and ending upon TIME OUT of the CONTAINER from the TERMINAL.
- D. FREE TIME applies to the OCEAN CARRIER only and all storage/LOADED CONTAINER STORAGE charges are for account of the OCEAN CARRIER.

904 HOLIDAYS

The Terminal will be closed for receiving and delivering CONTAINERS and U.S. Customs services unless prior arrangement for overtime is made. In the event a holiday occurs on either Saturday or Sunday, either the preceding Friday or the following Monday will be observed as the holiday. HOLIDAYS are as follows:

| | |
|------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Lee-Jackson-King Day | Third Monday in January |
| George Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | December 25 |

906 RAIL CONTAINER MOVEMENT

- A. NORTHBOUND. The term NORTHBOUND CONTAINER refers to a CONTAINER used to transport a shipment from a foreign or domestic offshore port to VIP. NORTHBOUND CONTAINERS will be handled in the following manner:
 - a. If applicable, CONTAINER will be drayed to NIT or VIG. VIT will arrange and pay for the drayage of CONTAINERS from NNMT or PMT.
 - b. CONTAINERS will be ramped from the chassis or from the stack at NIT or VIG and transported via rail to VIP. Charges incurred at NIT or VIG will be billed in accordance with this SOR or any applicable separate agreement.
 - c. CONTAINER will be deramped at VIP to a chassis provided by the OCEAN CARRIER and placed in a designated PARKING AREA or to the stack. If a leased chassis is utilized, then a chassis leasing charge (Item 942) will be assessed.
 - d. VIT will perform the necessary clerical work to effect the physical exchange of the CONTAINER between VIT and the motor CARRIER. VIT will perform a visual M&R inspection at the gate.

- B. **SOUTHBOUND.** The term **SOUTHBOUND CONTAINER** refers to a **CONTAINER** used to transport a shipment from a domestic point. **SOUTHBOUND CONTAINERS** will be handled in the following manner:
- a. VIT will perform the necessary clerical work to effect the physical exchange of the **CONTAINER** between the motor **CARRIER** and VIT. VIT will weigh the **CONTAINER** and perform a visual M&R inspection at the gate.
 - b. **CONTAINER** will be parked in a designated **PARKING AREA** by the motor **CARRIER** or **CONTAINER** will be stacked.
 - c. **CONTAINER** will be ramped from the chassis or from the stack at **VIP** and transported via rail to **NIT** or **VIG**.
 - d. **CONTAINER** will be deramped at **NIT** or **VIG** to (1) an **OCEAN CARRIER's** chassis, (2) a lease chassis, or (3) to the stack. Charges incurred at **NIT** or **VIG** will be billed in accordance with this **SOR**.
 - e. If applicable, the **CONTAINER** will be drayed from **NIT** or **VIG**. VIT will arrange and pay for the drayage of **CONTAINERS** to **NNMT** or **PMT**. If a leased chassis is utilized to dray **CONTAINER**, the **CONTAINER** may remain on the leased chassis at the **OCEAN CARRIER's** expense if proper arrangements are made with the leasing company and VIT. The chassis leasing charge will be for the account of the **OCEAN CARRIER**.

Note: **CONTAINERS** received from or delivered to a non-VIT facility will be assessed a **RAMPING** or **DERAMPING** charge at **NIT** or **VIG**.

- C. **WEIGHT.** In connection with VIT's providing rail service to **NORTHBOUND CONTAINERS** on railcars, the **CARRIER/steamship** line must provide VIT with the correct weight of all such **CONTAINERS** by method acceptable to VIT. The **CARRIER/steamship** line shall use only **CONTAINERS** in suitable condition and shall assure that the cargo does not exceed the **CONTAINER** manufacturer's posted cargo weight limitation. The **CARRIER/steamship** line shall defend, indemnify, and hold VIT, its affiliates, officers, employees, and agents from and against all **LOSSES**, claims, liability, demands, fines, penalties, suits, actions, damages, costs and reasonable attorney's fees, including without limitation those arising from personal injury or death, or damage or destruction of property, incident to or resulting from a breach of the foregoing requirements. Nothing in the foregoing shall be construed to exculpate VIT from its own negligence or to impose an obligation to indemnify or hold harmless VIT for its own negligence.

908 RECEIVING CONTAINERS WITH DAMAGE OR VARIANCES [SEE SIMILAR SOR 278]

CONTAINERS having damage or variances which may impede normal movement with the Terminal's mechanical equipment will not be received unless arrangements have been made with the Terminal.

Damaged **CONTAINERS** not repaired or removed from **VIP** within thirty (30) calendar days will be charged the damaged **CONTAINER** storage fee.

910 RECEIVING OR DELIVERING CONTAINERS OR CHASSIS BY TRUCK DURING

OVERTIME The term **RECEIVING OR DELIVERING CONTAINERS OR CHASSIS BY TRUCK DURING OVERTIME** refers to the charge (Item 930) for keeping the gate open for the motor **CARRIER** either prior to or after the regular straight time hours. This charge is in addition to other charges listed under this tariff.

912 SLING The term **SLING** refers to the requirement to utilize slings or a method other than the normal procedure for **REHANDLING, RAMPING** or **DERAMPING** a **CONTAINER**.

914 TRAIN SCHEDULE

| Day of the Week | Ramp NIT | Deramp NIT | Ramp VIP | Deramp VIP |
|-----------------|-------------|---------------|-------------|---------------|
| Monday | X | X | X | X |
| Tuesday | X | X | X | X |
| Wednesday | X | X | X | X |
| Thursday | X | X | X | X |
| Friday | X | X | X | X |
| Saturday | X | X | | |
| Sunday | | | | |

X - Function occurs on day indicated

Train LOADING cut-off

VIP 3:00 p. m. daily *

NIT 10:30 a. m. daily *

* - Exceptions can be coordinated with Terminal Manager

- Train arrives next day, p.m. available.

916 DAMAGED, ABANDONED OR UNIDENTIFIED EQUIPMENT DISPOSITION VIT will not receive or permit storage of damaged, abandoned, misdelivered, or unidentified equipment on a TERMINAL. The OCEAN CARRIER shall be notified as follows:

A. Damaged Empty CONTAINERS

- a. By notification via interchange (TIR), OCEAN CARRIERS have fifteen (15) calendar days FREE TIME in order to repair or remove a damaged empty CONTAINER from a TERMINAL.
- b. After 45 days all damaged CONTAINERS will be moved from the TERMINAL by VIT to an off TERMINAL vendor(s) yard and a charge of \$25.47 will be invoiced to the OCEAN CARRIER. Off terminal yard vendor(s) will invoice shipline directly for off terminal yard services.
- c. Damaged CONTAINERS on wheels will be stacked in a designated area after ten (10) calendar days. All REHANDLINGS required to place CONTAINER to/from the stack will be invoiced in accordance with SOR Item 465-6(2)

B. All Other Equipment

- a. By written notification, from VIT, shiplines, tenants and vendors have forty-five (45) calendar days to repair or remove damaged equipment not covered above in paragraph (a) from the TERMINAL.
- b. After such forty-five (45) days of storage, damaged equipment will be moved from the TERMINAL by VIT at the rate of \$34.85 to an off TERMINAL vendor(s) yard and invoiced to the owner of the equipment by said Vendor for their services.

RATES - VIP

918 RAIL CONTAINER MOVEMENT - Per CONTAINER

Northbound or Southbound.

*Fuel Surcharge not included in rate.

| | |
|---------|-------------|
| | <u>COFC</u> |
| (LOAD) | \$416.24* |
| (EMPTY) | \$316.68* |

920 REHANDLING CONTAINERS

| | |
|-------------------|---------|
| WHEELED CONTAINER | \$25.05 |
| Stacked CONTAINER | \$40.83 |
| Chassis Change | \$51.73 |
| Sling CONTAINER | \$69.06 |

922 CONTAINER STORAGE - Per day

| | |
|---------------|--------|
| Under 27 Feet | \$0.74 |
| Over 27 Feet | \$1.49 |

924 RECEIVING OR DELIVERING CHASSIS

| | |
|-------------|--------|
| Per Chassis | \$6.84 |
|-------------|--------|

926 RECEIVING OR DELIVERING CONTAINERS

| | |
|--|---------|
| | \$54.34 |
|--|---------|

928 RECEIVING OR DELIVERING CONTAINERS OR CHASSIS BY TRUCK DURING OVERTIME

| | |
|---------------|---------|
| Per CONTAINER | \$99.63 |
|---------------|---------|

930 DEVANNING FOR U.S. CUSTOMS INSPECTION

| | |
|------------------------|----------|
| Tailgate Inspection | |
| Straight Time | \$86.21 |
| Overtime | \$148.86 |
| Additional Package | \$11.76 |
| Maximum per CONTAINER | \$517.98 |
| Intensive Examination: | |
| Straight Time | \$509.56 |
| Overtime | \$721.23 |

932 CHASSIS LOADING/UNLOADING FROM A FLATBED TRAILER

| | |
|--|---------|
| | \$61.14 |
|--|---------|

934 CHASSIS RAIL MOVEMENT

| | |
|----------------------|----------|
| Bare chassis 20'/40' | \$262.83 |
|----------------------|----------|

936 CHASSIS

Chassis will be provided by HRCF II subject to its prevailing rates, terms and conditions of use, and interchange agreement. The OCEAN CARRIER is responsible for HRCF II's charges for chassis until the CONTAINER departs VIP.

938 CHASSIS STACKING/BANDING

| | |
|--------------------------------|----------|
| Two chassis high - per stack | \$172.43 |
| Three chassis high - per stack | \$313.51 |
| Four chassis high - per stack | \$442.14 |
| Five chassis high - per stack | \$580.09 |

940 CHASSIS BREAKING DOWN BUNDLES

| | |
|--------------------------------|----------|
| Three chassis high - per stack | \$137.90 |
| Four chassis high - per stack | \$169.25 |
| Five chassis high - per stack | \$210.03 |

942 DAMAGED CONTAINER OR CHASSIS STORAGE

| | |
|--------------------|---------|
| Per unit - per day | \$33.52 |
|--------------------|---------|

944 ATMOSPHERIC FUMIGATION OF CARGO OR CHOCKING MATERIAL IN CONTAINER

| | |
|---------------|----------|
| Per CONTAINER | \$170.96 |
|---------------|----------|

946 REFRIGERATED CONTAINER SERVICES

| | |
|---|-------------------|
| Diesel Fueling (per generator unit) | Refer to Item 985 |
| Nitrogen Fueling (per unit) | Refer to Item 985 |
| Temperature monitoring, upon request | Refer to Item 985 |
| Upon request, VIT will furnish generator set, fuel and other attendant services (per rail trip) | \$296.98 * |
| Electrical service or fraction thereof per CONTAINER | \$39.99 * |
| Electrically connect and test operation of ship-line belly-mount genset | \$15.01 * |

* Charges are for the account of the steamship line.

948 WEIGHING WHEELED CONTAINER

| | |
|---------------|---------|
| Per CONTAINER | \$10.70 |
|---------------|---------|

950 PLACARDING

| | |
|--------------------------------|--|
| Per placard [See SOR Item 465] | |
|--------------------------------|--|

952 SEALING

| | |
|---------------------------------|--------|
| Per seal [DIFFERS FROM SOR 465] | \$7.09 |
|---------------------------------|--------|

954 SPECIAL SERVICES - VIP

Upon request and with advance arrangements VIT will provide SPECIAL SERVICES not listed in this SOR. Charges for these services will be based on the cost of materials plus thirty percent (30%), equipment rental, and labor billed at the following EXTRA LABOR RATES:

| Equipment Rental and Labor Rates | Per Hour Straight Time | Per Hour Overtime |
|----------------------------------|------------------------|-------------------|
| Labor | \$77.64 | \$118.36 |
| Clerical | \$55.29 | \$84.36 |
| Forklift | \$20.44 | |
| Straddle carrier | \$232.06 | |
| Hustler | \$60.90 | |

956 REHANDLE CONTAINERS TO/FROM OVERNIGHT DROP

| | |
|----------------|---------|
| LOT - Per move | \$42.52 |
|----------------|---------|

**SECTION X
RICHMOND MARINE TERMINAL SERVICES AND CHARGES
EFFECTIVE NOVEMBER 1, 2016**

1000 APPLICATION OF SECTION X. The rates and terms of service in this Section X apply only to services at RMT. For avoidance of doubt, all other Items in this SOR (except Section IX) apply except to the extent inconsistent with this Section X.

1005 HOLIDAYS: The terminal will be closed for receiving and delivering CONTAINERS, and other services unless prior arrangements for overtime are made. HOLIDAYS are as follows:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day

1010 WORKING HOURS

- A. The recognized working hours of RMT are from 8:00 am until 4:10 p.m., Monday, Wednesday and Friday and Tuesday/Thursday from 7:00 am until 4:10 pm. Except HOLIDAYS. Trucks (including CONTAINER

CARRIERS), who are in line or inside the gate by 1600hrs will be handled at straight time rates. All others must make overtime arrangements with VIT by 1500hrs.

- B. When VIT performs work at other than regular working hours for the convenience of cargo interests, the applicable overtime charges shall be applied.

I030 STEVEDORING

Stevedoring is charged pursuant to Item 805.

I040 FREE TIME

- A. A total of twenty-one (21) days FREE TIME beginning at midnight after the container TIME IN and ending upon TIME OUT of the CONTAINER from the TERMINAL will be allowed for containerized cargo.
- B. A total of ten (10) days FREE TIME will be allowed for the delivery of breakbulk cargo, inbound by water, from the wharves or transit shed, after which storage charges will be assessed as provided in this schedule. FREE TIME will begin the first 0800 am after VESSEL finished discharging the cargo. Saturdays, Sunday and HOLIDAYS will not be counted when computing FREE TIME.
- C. For the purpose of assembling outbound waterborne breakbulk cargo, a total of seventeen (17) days FREE TIME will be allowed, including Saturdays, Sundays and HOLIDAYS. This applies only to cargo unloaded from railcars and trucks. Time starts on arrival of the freight at RMT and includes time held in cars until DEMURRAGE rules.
- D. On cargo suitable for ground storage, and for BULK CARGO, for which arrangements have been made in advance, a total of thirty (30) days FREE TIME will be allowed.
- E. Any cargo remaining beyond the above specified FREE TIME, without agreement to extend FREE TIME or commencement of delivery to a VESSEL or inland CARRIER, shall be subject to storage charges, as per the storage rate schedule herein.

TERMINAL SERVICES AND COMMODITY RATES

I045 CONTAINER CHARGES

| ITEM | RATE | PER |
|---|-------------|--------------------------|
| Intra-Terminal Drayage | \$31.14 | Dray |
| Rehandling From Drop Lot (Dray Only) | \$39.93 | Dray |
| Chassis Change | \$103.58 | Lift |
| Mount/Ground | \$103.37 | Lift |
| Receiving or Delivering of Non-Barge Containers | \$35.06 | Unit |
| Container Free Time | 21 DAYS | |
| 20' Container Storage Per Day | | Referenced in Item 461 |
| 40' Container Storage Per Day | | Referenced in Item 461 |
| Stripping Palletized Cargo | \$272.60 | Hour or fraction thereof |
| Stuffing Palletized Cargo | \$155.49 | Hour or fraction thereof |

BARGE CONTAINER MOVEMENT

- A. \$292.32 per loaded CONTAINER, one way, northbound or southbound between RMT and any TERMINAL.
- B. \$34.95 per empty CONTAINER, one way, northbound or southbound between RMT and any TERMINAL.
- C. In arranging for movement of CONTAINERS by barge to and from RMT and other TERMINALS, VIT is acting solely in an agency capacity and shall have no liability whatsoever for the transport of CONTAINERS by barge, or the acts or omissions of the VESSEL operator/CARRIER, James River Barge Line, Ltd. ("JRBL"). Such carriage shall be governed by JRBL's Terms and Conditions of Transport posted on the internet at www.JRBLtermsoftransport.com. Portable document format (.pdf) and paper copies of these Terms and Conditions of Transport are available upon request. VIT has no liability for such carriage or the acts or omissions of such CARRIER. In no event shall VIT's liability with respect to such carriage of CONTAINERS by barge exceed \$500 per package or non-packaged object.
- D. Movement of CONTAINERS by barge between TERMINALS other than in connection with carriage between TERMINALS and RMT is subject to the limitation liability stated in Item 206 of this SOR.

I050 MISCELLANEOUS CHARGES

| ITEM | RATE | PER |
|---|---------|------------------------------|
| Scaling | \$5.29 | |
| Connect and Disconnect Refrigerated CONTAINERS | \$74.76 | CONTAINER |
| Electrical Service to Refrigerated CONTAINERS, includes monitoring | \$60.96 | 24-HOURS |
| Genset Mount or Dismount | \$50.84 | OPERATION |
| Genset Fueling | \$30.54 | OPERATION, Plus fuel |
| Genset Rental | \$76.19 | 24 hours or fraction thereof |
| One-time rate per reefer container on barge (includes unplug in Richmond + fuel utilized in genpack on barge) | \$26.64 | Per barged reefer container |
| Terminal Escort fee: In event that VIT is required to escort individuals who do not hold a valid TWIC card | \$52.26 | Per hour per person |

I055 DOCKAGE

| ITEM | RATE | PER |
|---|----------|---------------------|
| Barge Dockage | \$0.81 | Linear Foot Per Day |
| | | |
| Vessel Dockage 1st 24-Hours | \$1.63 | Linear Foot Of Load |
| Vessel Dockage Additional 12-Hour Periods | \$0.81 | Linear Foot Of Load |
| Minimum Charge | \$220.38 | Minimum |

I060 WHARFAGE

| ITEM | RATE | PER |
|--------------------------------|--------|-----|
| Loaded Containers | \$1.74 | ST |
| General Cargo N.O.S. | \$2.05 | ST |
| Steel | \$1.09 | ST |
| All Other Cargo Call For Quote | | |

I065 CUSTOMS EXAM

| ITEM | RATE | PER |
|---|------------|-----------|
| TAILGATE | \$177.76 | CONTAINER |
| 20' Container Intensive, Palletized Cargo | \$859.36 | CONTAINER |
| 20' Container Intensive, Loose Cargo | \$1,108.01 | CONTAINER |
| 40' Container Intensive, Palletized Cargo | \$1,040.40 | CONTAINER |
| 40' Container Intensive, Loose Cargo | \$1,301.04 | CONTAINER |
| 20' / 40' USDA Inspection | \$177.76 | CONTAINER |

The charges for Customs exams will be assessed to the importer of record or authorized representative, and will include the cost of intra terminal drayage. Rate provided herein are applicable during straight time hours only. Rates in this section are for a four-hour block of time. Additional four- h o u r periods are billable at \$880.78 per period. Rate for tailgate inspection includes removal of one (1) package.

I070 COMMODITIES Rates quoted upon request by VIT Customer relations; otherwise an Extra Labor Rates plus materials and equipment rental.

I075 DELIVERING/RECEIVING DURING OVERTIME HOURS

| | Per Hour | Per Additional Hour over 2 Hours |
|--|------------|----------------------------------|
| Extended gate hours | \$339.19 | \$169.62 |
| New gate operation (4 hour operation, minimum) | \$1,017.62 | |

**SECTION XI
DEFINITIONS**

BASIC CONTAINER UNIT RATE means a rate which includes charges for SOR Items which typically apply to the handling of all CONTAINERS at the TERMINALS. The BASIC CONTAINER UNIT RATE shall not exceed the aggregate of the SOR charges included in the unit rate.

BULK CARGO means cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics. BULK CARGO loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and is, therefore, subject to this SOR.

CARRIER means an OCEAN CARRIER, barge or VESSEL operator, motor carrier, or rail carrier/operator which brings cargo to a TERMINAL to be loaded or discharged.

CHECKING means the service of counting and checking cargo against appropriate documents for the account of the cargo or the VESSEL, or other person requesting same.

COASTWISE means cargo moving by any single mode or combinations of modes of transportation between the Port of Hampton Roads and any other port in the United States on the Atlantic Coast or on the Gulf of Mexico.

CONTAINER means a standard ISO 20-foot, 40-foot, or 45-foot seagoing, intermodal CONTAINER having approximately the following basic dimensions with any height:

| | 20-foot | 40-foot | 45-foot |
|----------------|-------------|---------|---------|
| Overall Length | 19' 10-1/2" | 40' 0" | 45' 0" |
| Overall Width | 8' 0" | 8' 0" | 8' 0" |

A CONTAINER when used for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglass, plastic or wooden construction; however, the CONTAINER must confine and protect its contents from loss or damage from the elements and must be susceptible to being handled in transit as a unit.

Oversized or over-height CONTAINERS are any CONTAINER where the cargo extends beyond the length, width or height of the CONTAINER. A CONTAINER with dimensions in excess of the following will not be accepted due to railroad restrictions:

- a) Overall height in excess of 13 feet 6 inches
- b) Overall length in excess of 48 feet
- c) Overall width in excess of 102 inches
- d) Measurement from center line of CONTAINER to outermost lateral point, in excess of 51 inches

For the purpose of this SOR, trailers on wheels which moves onto or off of a vessel by means of a ramp and flats measuring 10', 15' and 20' x 8' not requiring inside storage shall be deemed to be a CONTAINER. "Vans" used in connection with the shipments of household goods are not included within this definition.

CONTAINER YARD means the area(s) on a TERMINAL designated by VIT where loaded or empty CONTAINERS can be put at a POINT OF REST.

CYBER ATTACK means an attempt to damage, disrupt, or gain unauthorized access to a computer, computer system, or electronic communications network.

DANGEROUS CARGO means: (i) cargo regulated under applicable law as being dangerous under 33 CFR Part 126, including without limitation "dangerous cargo" and "cargo of a particular hazard" as defined therein, (ii) "Certain Dangerous Cargo (CDC)" as defined in 33 CFR Part 160, and (iii) and all other cargo of unknown nature or value or which may be dangerous to human health or the environment. This term includes EXPLOSIVES.

DANGEROUS CARGO LAWS means international and U.S. laws, rules, treaties, and regulations governing the handling, transportation, and storage of DANGEROUS CARGO, including but not limited to 33 CFR Parts 100-185 (U.S. Coast Guard), 49 CFR 100-185 (U.S. Department of Transportation), as they may be amended, supplemented, and/or renumbers, and all regulations published in accordance therewith.

DOCKAGE means a charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure or bank.

DUAL RECEIVING means a CONTAINER is received by the TERMINAL from an inland carrier (truck or rail) and the CONTAINER departs by truck or rail rather than departing via a VESSEL.

EXTRA LABOR RATES means the rates for labor for special services for which a rate is not stated in this SOR. RMT and VIP'S EXTRA LABOR RATES are different from those of the other TERMINALS. All ILA contract guarantees and Guaranteed Annual Income special assessment will be charged for labor when applicable.

EXPLOSIVES means any substance or article, including a device, which is designed to function by explosion (i.e., an extremely rapid release of gas and heat) or which, by chemical reaction within itself, is able to function in a similar manner even if not designed to function by explosion, that have (i) a mass explosion hazard; a mass explosion is one which affects almost the entire load instantaneously explosives; (ii) a projection hazard but not a mass explosion hazard, and (iii) a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard. The term includes a pyrotechnic substance or article.

EXPORT CARGO means cargo received at a Terminal for loading into a vessel for shipment to a foreign or domestic offshore port or destination.

FORCE MAJEURE means damage or destruction to one or more of the TERMINALS by fire, radiation, hurricane, flood, riot, earthquake, volcanic eruption, tidal wave, windstorm, hail, explosion, power loss, act of God, public enemy or other casualty, or if they are seized, or utilization or operation thereof be suspended, abated, prevented or impaired by reason of war, warlike operations, acts of TERRORISM, CYBER ATTACK, contamination, governmental decree, strikes, slowdowns, or other labor disputes, lockouts or other work stoppage or by reason of any other condition beyond the control of VIT, so as to render one or more of the TERMINALS or the equipment thereon wholly or partially inoperable, inaccessible, or unfit for use, or so as to make it impossible or impractical for VIT to meet its obligations.

FOREST PRODUCTS means forest products including, but not limited to, lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in rolls, wood pulp in unitized bales, paper and paper board in rolls or in pallet or skid-sized sheets, liquid or granular by-products derived from pulping and papermaking, and engineered wood products.

FREE TIME means a period in this SOR during which cargo, including in-transit cargo, may occupy space assigned to it on Terminal property, including off-dock facilities, free of LOADED CONTAINER STORAGE charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

HANDLING means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

HAZARDOUS MATERIALS means materials and substances that the U.S. Department of Transportation, Department of Homeland Security, or any other state or federal agency has regulated as posing an unreasonable risk to health, safety, and property when transported. HAZARDOUS MATERIALS includes without limitation materials and substances designated or regulated as hazardous under 49 U.S.C. §5103 et. seq., 49 CFR 172.101, and 49 CFR Part 173, and all successor and replacement laws and all regulations published in accordance therewith.

HAZARDOUS MATERIALS LAWS means international and U.S. laws, rules, treaties, and regulations governing the HANDLING, transportation, and storage of HAZARDOUS MATERIALS, including but not limited to 49 U.S.C. §5103 et seq. 49 CFR Parts 100-185, the Maritime Transportation Security Act of 2002, and all regulations published in accordance therewith.

HEAVY LIFT means the service of providing heavy lift cranes and equipment for lifting cargo.

HOLIDAYS

The TERMINALS will be closed for all operations on the following HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve

Christmas Day

The TERMINALS will be open for limited operations on the following HOLIDAYS:

Martin Luther King's Birthday
Robert E. Lee's Birthday
George Washington's Birthday
Thomas W. Gleason's Birthday
Memorial Day
Jefferson Davis' Birthday
Columbus Day
Veterans Day

VIT may change Terminal operating times from time to time based on weather or other factors. Details available on the VIT web site at www.portofvirginia.com.

HRCF II means HRCF II, L.L.C., which operates the chassis pool on the TERMINALS.

IMPORT CARGO means cargo, including in-transit cargo, received at a TERMINAL from a VESSEL from a foreign or domestic offshore port or origin for loading to a domestic motor, rail or water CARRIER.

INTERCOASTAL when applied to cargo means cargo originating at or destined to points on the Pacific Coast of the United States.

LOADED CONTAINER STORAGE means a charge assessed against cargo remaining in or on TERMINAL facilities after the expiration of FREE TIME, if any, unless arrangements have been made for storage.

LOADING OR UNLOADING means loading or unloading cargo between any place on the TERMINAL and railroad cars, trucks, VESSELS, or any other means of conveyance to or from a TERMINAL. LOADING OR UNLOADING does not include special stowage, blocking or bracing, sorting or grading, stripping or stuffing CONTAINERS, or otherwise selecting the cargo for the convenience of CARRIER or consignee.

LOSSES means all (i) fines and penalties, (ii) actual and statutory damages, (iii) removal, response, and remediation costs, (iv) investigation and testing costs, (v) engineering and consultant costs, (vi) fumigation costs, and (vii) reasonable costs and attorneys' fees.

M&R refers to the maintenance and repair functions performed on CONTAINERS and intermodal chassis.

POINT OF REST means a point within a Terminal where VIT designates that a CONTAINER, cargo, or equipment be placed for movement to or from a VESSEL.

OCEAN CARRIER means a vessel operating steamship line maintaining regular advertised sailings from any United States port or ports to named ports.

OPEN AND/OR PARKING AREA refers to the designated open storage or parking area on a TERMINAL where CONTAINERS, when on own wheels or bogies or frames or chassis may be held on instructions by the owner or agent of said CONTAINER.

PRE-PALLETIZED OR SKIDDED CARGO means cargo which is pre-palletized or skidded to the satisfaction of VIT and is eligible for reduced LOADING OR UNLOADING rates. It must be situated on the pier or on the truck or railcar so that it can be loaded into a truck or railcar or unloaded from a truck or railcar by the insertion of the terminal's forklift truck blades. If it is necessary to shift cargo prior to such insertion, the full LOADING OR UNLOADING rate will apply.

Note 1 - Subject to minimum 500 pounds gross weight per unit.

Note 2 - Should PRE-PALLETIZED or SKIDDED CARGO become disassembled prior to or during HANDLING by VIT, the cost of recuperating will be charged against the cargo.

Note 3 - To qualify for discounts available under provisions of this item, commodity descriptions on all billing documents, such as Bill of Lading, Waybill, Carriers Pro or Delivery Order, must clearly indicate commodity is pre-palletized or skidded.

RAMPING means LOADING a CONTAINER onto a railcar. **DERAMPING** means UNLOADING a CONTAINER from a railcar.

RECEIVING CONTAINER means physical acceptance of a CONTAINER by VIT either from the inland CARRIER, to facilitate physical exchange of the CONTAINER at "POINT OF REST" with a water CARRIER, or physical acceptance by VIT of a CONTAINER at "POINT OF REST" from a water CARRIER to facilitate physical exchange with an inland CARRIER.

REHANDLING means the service of physically moving Cargo or equipment any place on a Terminal not involving LOADING or UNLOADING.

RESTOW means the movement of a CONTAINER or other item of cargo from vessel to wharf to vessel necessary to discharge or load CONTAINERS or other item of cargo to/from the vessel. See SHIFT.

ROLLED CONTAINER means a CONTAINER which is assigned a booking number to depart a TERMINAL on a specific vessel call but is not loaded on that vessel call or when the port of destination of the CONTAINER is changed.

SHIFT means the movement of a CONTAINER or other item of cargo from one bay or compartment of a vessel to another bay or compartment on the vessel necessary to discharge or load CONTAINERS or other item of cargo to/from the vessel. See RESTOW.

SOR means this Schedule of Rates.

SPECIAL SERVICES means services performed for which there is not a published charge.

TERMINALS means the ocean marine TERMINALS, inland TERMINALS, and ancillary facilities operated by VIT. "TERMINAL" means one of the TERMINALS. The TERMINALS include PMT, VIG, NIT, NNMT, RMT (effective November 1, 2016), VIP, and the Pinnars Point Container Yard. "TERMINALS" includes without limitation "**TERMINAL FACILITIES**" which means one or more structures at the TERMINALS comprising a terminal unit, which include, but are not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, grain elevators and/or BULK CARGO loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo, CONTAINERS and/or passengers in the interchange of same between land and water CARRIERS or between two water CARRIERS.

TERMINAL SERVICES includes checking, dockage, handling, heavy lift, loading and unloading, terminal storage, wharfage, and additional services offered by VIT per this SOR.

TERMINAL STORAGE means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of FREE TIME, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, if provided.

TERRORISM and TERRORIST ACTS mean activities against persons or property of any nature involving the preparation to use, the use or the threat to use force or violence of any nature that injures, damages, interferes with, disrupts or contaminates persons or property, including intangible property, communication, electronic, information or mechanical systems where the purpose or result of such activities is to damage, intimidate, or coerce a government, its economy, the military arm of a government or its civilian population and its apparent

purpose is to further political, ideological, religious, social or economic objectives or to express opposition to political, ideological, religious or social systems. The term "damage" and the corollary terms included therewith shall include damage caused incidentally through the efforts of legitimate government to oppose, prevent and contain TERRORISM.

TIME IN The physical arrival of a CONTAINER via Gate In or Rail Arrival event to the terminal.

TIME OUT The physical departure of a CONTAINER via Gate Out or Rail Departure event from the terminal.

TON except as otherwise provided in individual items, TON as used in this SOR, has reference to a TON of 2,000 pounds.

USAGE means the use of a Terminal by any CARRIER, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified in this SOR.

USER shall mean each (i) each VESSEL and CARRIER, (ii) stevedore, (iii) shipper, consignee, and beneficial cargo owner, (iv) contractor, subcontractors and vendor of VIT, VPA, HRCF II, or another USER, (v) licensee and permittee, and (vi) and every other person or entity using, coming onto, or berthing at a Terminal.

VESSEL means a ship, barge, or other floating craft of any description.

VGM means "verified gross mass" required by the International Convention for the Safety at Life at Sea ("SOLAS") Regulation VI/2.

VIT PARTIES means VIT, its parent, affiliates, subsidiary (ies) officers, and employees.

VSA means vessel sharing agreement between OCEAN CARRIERS.

WHARFAGE means a charge against the cargo or VESSEL for use of the wharves, pier or bulkheads by all cargo passing or conveyed over, onto, or under wharves or between VESSELS when berthed at wharf or when moored in slip adjacent to wharf. Cargo placed in piers or at shipside or on the apron shall be considered to have earned WHARFAGE which will be collected whether or not the cargo eventually is loaded aboard a VESSEL. WHARFAGE is solely the charge for use of wharves, piers or bulkheads and does not include charges for any other service.

WHEELED CONTAINER means a CONTAINER, loaded or empty, on own wheels, bogies, frames, chassis or flatbed trailer, furnished by owner or agent.