

# **PENN TERMINALS INC.**

## **TERMINAL TARIFF NO. 005**

Issued April 1, 2001  
Effective May 1, 2001

Revision Issued: January 25, 2005      Effective: March 1, 2005  
Revision Issued: May 18, 2006      Effective: June 1, 2006  
Revision Issued: May 1, 2009      Effective: June 2009  
Revision Issued: November 30, 2017      Effective: February 1, 2018

## **FMC T. NO. 007**

### **GOVERNING CHARGES, RULES and REGULATIONS**

**ON  
EXPORT, IMPORT, INTERCOASTAL & COAST WISE TRAFFIC  
AT**

## **PENN TERMINALS INC.**

**LOCATED  
AT  
EDDYSTONE, PENNSYLVANIA**

**IMPORTANT NOTE: THIS ELECTRICALLY PUBLISHED DOCUMENT IS ISSUED SOLELY FOR THE  
CONVENIENCE OF OUR CUSTOMERS. The only lawful copy of the Penn Terminals Tariff  
is that which is filed with the Federal Maritime Commission.**

## **PENN TERMINALS INC.**

**1 Saville Avenue  
Eddystone, Pa. 19022  
Phone: (610) 499-3000**

**Direct Rate and Pricing Inquiries:  
Phone (610) 499-3000 – Ext. 110 or Ext. 109  
Fax: (610) 490-1638**

**[iculbertson@pennterminals.com](mailto:iculbertson@pennterminals.com)**

## CONTACTS

**MAIN OFFICE**

**610-499-3000  
610-490-1638 (FAX)**

**SALES & MARKETING**

**610-499-3000**

**Ext. 110 or Ext. 109**

**CREDIT & BILLING**

**610-499-3000**

**EXT. 118**

**TERMINAL CUSTOMER SERVICE**

**610-499-3009**

**EXT. 256**

**Containers**

**EXT. 258**

**Break Bulk**

**Berthing assignment**

**610-499-3000**

**EXT. 119**

**SECURITY**

**610-499-3228**

**(24 HOUR A DAY MANNED TELEPHONE)**

**PLAN OF TARIFF**

**Section I – Definition of Terms**

**Section II- General Rules**

**Section III- Finance & Billing**

**Section IV- Vessel Information**

**Section V- Rates**

# Index

## SECTION I - DEFINITIONS

10 CHECKING .....	7
15 CONTAINERS .....	7
20 DATE OF SAILING .....	7
30 DOCKAGE .....	7
50 EXPORT CARGO .....	7
60 FREE TIME .....	7
70 GOVERNMENT AGENCIES .....	8
80 HAND CARGO .....	8
90 HANDLING TO HOOK .....	8
100 HANDLING .....	8
110 HOLIDAYS .....	8
120 HEAVY LIFT .....	8
130 IMPORT CARGO .....	8
140 LARGE DIMENSION RATE .....	9
150 LINER VESSEL .....	9
160 LOADING OR UNLOADING .....	9
170 N. O. S. ....	9
180 PACKAGE .....	9
185 ONE YEAR LIMITATION .....	9
190 PALLETIZED CARGO .....	10
210 RE-HANDLING .....	10
220 RECOOPERING / RECONDITIONING .....	10
230 RO-RO .....	10
240 SKIDDED CARGO .....	10
250 SORTING .....	11
260 STRIPPING / STUFFING / CROSS-DOCK .....	11
270 TERMINAL .....	11
280 TERMINAL STORAGE .....	11
290 TON (TONNE) .....	11
300 TRUCK LOADING/UNLOADING .....	11
310 TRUCK APPOINTMENT .....	12
320 UNITIZED CARGO .....	12
330 USAGE .....	12
340 VESSEL .....	12
350 WHARFAGE .....	12
360 WHARF DEMURRAGE .....	12

## SECTION II - GENERAL RULES

400 APPLICATION OF TARIFF AND AMENDMENTS .....	13
410 CONSENT TO THE TERMS OF THE TARIFF .....	13
420 DISPUTES OR CLAIM PROTOCOL .....	13
430 GENERAL APPLICATION .....	13
440 GOVERNING LAW .....	14
450 HOLIDAYS .....	14
460 LIABILITY .....	14
470 LIEN .....	15
480 MARKED WEIGHTS AND CAPACITIES, RESPONSIBILITY FOR .....	15
490 OPERATOR OF THE TERMINAL .....	15

500 NOT A PUBLIC THOROUGHFARE .....	15
510 WARRANTY .....	15
520 LIABILITY FOR EVENTS BEYOND ITS CONTROL .....	15
530 PERSONAL INJURY AND PROPERTY DAMAGE .....	16
540 DAMAGE TO THE FACILITY .....	16
550 TERMINAL GATE HOURS .....	16
555 FUEL SURCHARGES .....	17
560 TERMINAL RIGHTS .....	17
570 WAIVER OF SOVEREIGN IMMUNITY .....	17
580 WAREHOUSE AVAILABILITY .....	17
590 WELDING, BURNING, HOT WORK .....	17
600 WRITTEN INSTRUCTIONS .....	17

### **SECTION III - FINANCE & BILLING**

610 CREDIT .....	18
620 DETERMINATION OF CHARGES .....	18
630 FURNISHING OF BILLING INFORMATION .....	18
640 MINIMUM BILLING .....	18
650 PAYMENT OF CHARGES .....	19
660 RIGHT TO OFFSET .....	19
670 ATTORNEY FEES FOR COLLECTION OF UNPAID DEBT .....	19
680 FAILURE TO PAY AND/OR CLAIM CARGO .....	19
690 LATE PAYMENT PENALTY .....	19
700 NOTIFICATION OF DISPUTED INVOICES .....	20

### **SECTION IV - VESSEL RULES**

710 BERTHS .....	21
720 BERTHING PRIORITIES .....	21
730 BILLS OF LADING .....	21
740 DISCHARGING OF BALLAST, RUBBISH OR SEWAGE .....	21
750 DOCKAGE .....	21
760 INDEMNIFY PENN TERMINALS .....	21
770 MOVEMENT OF VESSELS .....	22
780 PAYMENT FOR IDLE TIME .....	22
790 PROTECTION TO BE EXTENDED TO PENN TERMINALS .....	22
800 SHIP OWNERS AGREE TO INDEMNIFY .....	22
810 RULES OF MANAGEMENT .....	23
820 TUG ASSISTANCE .....	23
830 DOCUMENTATION CHANGES .....	23
840 EXPIRATION OF FREE TIME .....	23
850 CARGO SEPARATION (SORTING) .....	24
860 CONTAINERS AND VERIFIED GROSS MASS .....	24
870 CROSS DOCK .....	24
880 DISPOSITION OF UNDELIVERED CARGO .....	24
890 DOCK RECEIPT .....	24
900 TRASFER OF OWNERSHIP .....	26
910 HAZARDOUS MATERIALS .....	26
920 IMPROPERLY LOADED RAIL CARS .....	27
930 IMPROPER PACKAGING .....	27
940 MISCELLANEOUS CHARGES .....	27
950 MISCELLANEOUS SERVICES .....	27
960 SERVICES NOT OTHERWISE PROVIDED FOR .....	27
970 RAILROAD CAR LOADING/UNLOADING .....	27
980 GOVERNMENT INSPECTIONS .....	28

**990 REMOVAL OF OBJECTIONABLE CARGO.....28**

<b>1000 SAFETY</b> .....	28
<b>1005 SECURITY SURCHARGE</b> .....	30
<b>1010 SMOKING IS PROHIBITED</b> .....	30
<b>1020 TERMINAL STORAGE</b> .....	30
<b>1030 TRUCK WEIGHING AT SCALES</b> .....	30
<b>1040 TRUCK APPOINTMENTS FOR RECEIVING AND DELIVERY</b> .....	30
<b>1050 VOLUME RATES</b> .....	31
<b>1060 WHARF DEMURRAGE</b> .....	31
<b>1070 WHARFAGE</b> .....	31
<b>1075 FUEL SURCHARGE</b> .....	31

## **SECTION V - RATES**

<b>1090 LINEHANDLING</b> .....	32
<b>1100 FRESH WATER</b> .....	32
<b>1110 DOCKAGE</b> .....	32
<b>1120 VESSEL VACATING BERTH</b> .....	32
<b>1130 WHARFAGE CHARGES</b> .....	33
<b>1140 CONTAINERS – RECEIVING, DELIVERY &amp; OTHER CHARGES</b> .....	33
<b>1150 VEHICLES – RECEIVING, DELIVERY AND PREPARATION</b> .....	33
<b>1160 MOBILE HOMES – RECEIVING AND DELIVERY</b> .....	35
<b>1170 BOATS OR YACHTS</b> .....	35
<b>1180 NON-FERROUS METALS – RECEIVING &amp; DELIVERY</b> .....	35
<b>1190 STEEL – RECEIVING &amp; DELIVERY</b> .....	35
<b>1200 FOREST PRODUCTS – RECEIVING &amp; DELIVERY</b> .....	36
<b>1210 GENERAL CARGO, NOS</b> .....	36
<b>1220 HEAVY LIFTS – RECEIVING &amp; DELIVERY</b> .....	38
<b>1230 CRANE CHARGES</b> .....	38
<b>1240 MISCELLANEOUS CHARGES</b> .....	38
<b>1245 SURCHARGES</b> .....	40
<b>1250 SPECIAL SERVICE CHARGES</b> .....	41
<b>1260 WHARF DEMURRAGE RATES</b> .....	42

## **SECTION I - DEFINITIONS**

### **10 CHECKING**

CHECKING means counting and identifying cargo against appropriate documents to produce over, short and damage reports. Part of a checker's job is to ensure the proper cargo is discharged and loaded.

### **15 CONTAINERS**

CONTAINERS as used in this tariff, refers to the so-called "Standard ISO 20', 35', 40', or 45' Seagoing Containers". In all cases, a container must confine and protect its contents from loss or damage from the elements and can be handled as a unit.

### **20 DATE OF SAILING**

DATE OF SAILING means the date on which the vessel sails from Penn Terminals.

### **30 DOCKAGE**

DOCKAGE is the charge assessed against a vessel for berthing at Penn Terminals pier.

### **40 EQUIPMENT INTERCHANGE REPORT (EIR)**

EQUIPMENT INTERCHANGE REPORT is a standard Penn Terminals electronic form that documents the transfer of responsibility for a piece of container equipment (container, chasses, etc.) to and from Penn Terminals.

### **50 EXPORT CARGO**

EXPORT CARGO is cargo received at the port for loading onto a vessel for shipment to a foreign or domestic offshore port or destination.

### **60 FREE TIME**

FREE TIME is the specific period during which cargo may occupy space assigned to it on Terminal property free of Terminal storage charges and wharf demurrage. Free time will commence at 0100 hours on the day after the cargo is received at the Terminal or 0001 hours on the first calendar day following the sailing of the vessel.

## **70 GOVERNMENT AGENCIES**

GOVERNMENT AGENCIES include, but are not limited to U.S. Customs and Border Protection, U.S. Coast Guard, S.D.A., D.O.T., I.C.C., A.T.F., F.B.I., E.P. A., N.S.A., and Pennsylvania State Police.

## **80 HAND CARGO**

HAND CARGO comprises cargo that is not unitized or palletized – such as loose cartons, small crates and cases. This cargo must be handled by hand, as it is too small to be handled by forklift.

Arrangements for hand-cargo **MUST BE MADE IN ADVANCE**, as labor and equipment might not be available.

## **90 FIRST HANDLING TO/FROM HOOK**

HANDLING TO HOOK is the service of moving cargo to or from a place of rest on the Terminal to or from a ship's tackle or from ship's tackle to first place of rest.

## **100 HANDLING**

HANDLING is the service of moving, receiving or delivering cargo to or from truck and or rail conveyance on the Terminal.

## **110 HOLIDAYS**

HOLIDAYS are days in which the Terminal will be closed for receiving and delivering cargo unless previous arrangements for overtime have been made.

## **120 HEAVY LIFT**

HEAVY LIFT is for the purpose of this tariff, any package or piece of cargo that weighs 15,000kgs or more.

## **130 IMPORT CARGO**

IMPORT CARGO is cargo received at the port on a vessel from a foreign or domestic offshore port of origin for loading to a domestic motor, rail or water carrier.

#### **140 LARGE DIMENSION RATE**

LARGE DIMENSION RATE relates to certain cargoes that are overweight in relation to their size (Volume) For cargo that is 220 cubic feet per ton (2204.6 lbs.) or greater, the “Large Dimension

Rule Rate” applies (See 1210).

#### **150 LINER VESSEL**

LINER VESSEL is defined as a vessel sailing under an advertised day of the week schedule and operated by a line maintaining regular sailing to or from any United States Port ports to named ports.

#### **160 LOADING OR UNLOADING**

Loading and Unloading applies to the service of handling cargo between railroad cars, trucks, barges or any other means of conveyance. 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. Penn Terminals will not consider itself to be the consignee of any cargo on the Terminal and ay time.

#### **170 N. O. S.**

N. O. S. is defined as Not Otherwise Specified

#### **180 PACKAGE**

PACKAGE as used herein shall include any van, container, or other form of cargo unitization or any single piece of cargo whether packaged on not.

#### **185 ONE YEAR LIMITATION**

All Bills of Lading will include language affording Penn Terminals the defense of the one-year for time for suit provision in that is afforded under COGSA. In the event that all Bill of Ladings do

not include this inclusion it is agreed that rights against Penn Terminals are waived and the SHIPS OWNER OR CHARTERER OR THEIR AGENTS accepts responsibility as if the clause was present.

## **190 PALLETIZED CARGO**

PALLETIZED CARGO is a consolidation of units of general cargo secured to a pallet to the satisfaction of the Terminal operator. A pallet is a two-level platform, constructed of wood, metal or other material of sufficient strength to accommodate the cargo for which it is used, with at least two sides. The cargo must be loaded in such a manner as to cover the loading surface of the pallet, leveled at the top and squared on all four sides, so the unit forms a smooth rectilinear block. The pallet must be an integral part of the cargo and must remain with the cargo when it is moved, either as an export or import shipment. Palletization that is done on the pier does not qualify for the palletized rate. To qualify for the Palletized rate, the minimum weight or measurement of the pallet and cargo shall be either 1,000 pounds or 64 cubic feet and the maximum weight shall be 2.5 metric tonnes.

## **210 RE-HANDLING**

RE-HANDLING is the service of physically moving cargo or equipment to any place on the Terminal not involving loading or unloading rail cars, motor vehicles or a vessel.

## **220 RECOOPERING / RECONDITIONING**

RECOOPERING / RECONDITIONING is the act of re-bundling, re-palletizing, rebanding, restacking, etc. In general, any subsequent work, other than loading/unloading, performed by the Terminal, that makes the cargo shippable.

## **230 RO-RO**

RO-RO cargo is self-propelled cargo which can be driven onto or off of a vessel.

## **240 SKIDDED CARGO**

SKIDDED CARGO is cargo which is secured on a wooden or metal platform of sufficient strength that it can be safely lifted by the Terminal's fork lifts or cranes without special rigging.

## **250 SORTING**

SORTING is the process of separating cargo to the specifications of the customer by marks, bill of lading, size, weight or type.

## **260 STRIPPING / STUFFING / CROSS-DOCK**

STRIPPING is the act of removing cargo or material from a container and moving it to a place of rest in the yard or a warehouse.

STUFFING is the act of filling a container with cargo or other material from a place of rest in the yard or a warehouse.

CROSS-DOCK is the removal of cargo from a truck, or container and the placement of the cargo into a container or truck in one continuous activity or vice-versa. A cross-dock operation is sometimes referred to as a “swing” operation.

*Cargo that is grounded does not qualify for Cross-Dock rates.*

## **270 TERMINAL**

TERMINAL refers to Penn Terminals which is a marine terminal. The Terminal comprises

wharves, berths, warehouse, and other such facilities owned or operated by Penn Terminals.

## **280 TERMINAL STORAGE**

TERMINAL STORAGE is the provision of warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time. Storage can be either inside or outside.

## **290 TON**

TON unless otherwise specified, the term “TON” referred to herein shall mean a metric weight or 2204.6 pounds.

## **300 TRUCK LOADING/UNLOADING**

TRUCKLOADING shall mean the service of moving cargo from a place of rest on the pier which is readily accessible to the truck, elevating the cargo onto the truck and stowing of the cargo on the truck, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading and stowing

of cargo in the truck under the supervision of the driver of the truck.

TRUCKUNLOADING shall mean the service of removing cargo from the body of the truck to a place of rest designated by the Terminal Operator.

### **310 TRUCK APPOINTMENT**

TRUCK APPOINTMENT is the appointed time, previously confirmed by the Terminal to load or unload a motor vehicle.

### **320 UNITIZED CARGO**

UNITIZED CARGO is cargo that has been packaged so that it can be handled by forklift or crane - including, but not limited to - cases, crates, marine slings and supersacks (superbags).

Furthermore, unitized cargo also includes cargo that has been secured to skids or bearers constructed of wood, metal, or other material which can be handled by a forklift or crane.

### **330 USAGE**

USAGE is using the facilities of the Terminal, including but not limited to, the riverfront bulkhead, piers, wharves, warehouses, outside Terminal storage areas, and any area of the property owned and/or operated by Penn Terminals.

### **340 VESSEL**

VESSEL is any floating craft of any description.

### **350 WHARFAGE**

WHARFAGE is a charge assessed against the cargo or vessel on all cargo passing or conveyed over or onto wharves or between vessels when berthed at wharf or when moored in a slip adjacent to the wharf. Wharfage is for the use of the wharf and does not include charges for any other service.

### **360 WHARF DEMURRAGE**

WHARF DEMURRAGE is the charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. No demurrage charges will be assessed after the vessel has begun to load. All Wharf Demurrage charges are for the account of the cargo.

## **SECTION II – GENERAL RULES**

### **400 APPLICATION OF TARIFF AND AMENDMENTS**

APPLICATION OF TARIFF AND AMENDMENTS – this tariff and its provisions are applicable to Penn Terminals Inc. facilities at Saville Avenue, Eddystone, Pa and any other facility being operated by the company. Charges, rates, rules and regulations published in this tariff shall apply on and after the effective date of this tariff or amended pages or special supplements thereof. This tariff is subject to change without notice, except as required by law. Penn Terminals shall be the sole judge as to the interpretation of this tariff.

### **410 CONSENT TO THE TERMS OF THE TARIFF**

CONSENT TO THE TERMS OF THE TARIFF The use of the Facility - referred to as Penn Terminals and/or the Terminal - shall constitute consent to the terms and conditions of this tariff, and is a tacit agreement on the part of all vessels, their owner and agents, and other users of the Terminal, to pay all charges specified in this tariff, or any other applicable tariff, and be governed by all the rules and regulations contained herein and therein, respectively. Parties using Penn Terminals are required to abide by any and all city, state and federal regulations – including, but not limited to OSHA, U. S. Coast Guard, E.P.A., D.O.T. – and will be held responsible for any violations of these regulations.

### **420 DISPUTES OR CLAIM PROTOCOL**

ANY DISPUTE OR CLAIM arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered by any appropriate court located in Delaware County, Pennsylvania. In the event that any other judicial action is required, it is agreed by the parties of this Agreement that the Courts of the Commonwealth of Pennsylvania shall have jurisdiction in all claims, disputes and actions arising under this Agreement, and that the Laws of the Commonwealth of Pennsylvania shall govern all claims and disputes hereunder.

### **430 GENERAL APPLICATION**

GENERAL APPLICATION of this tariff applies to all cargo moving over the facilities of Penn Terminals, by any conveyance, herein referred to as the “Terminal”. Charges published in this tariff may be assessed and collected by the Terminal on cargo delivered to, or received, from water, rail or motor carrier and shall be in addition to rates for transportation to or from the port. Cargo will not be received or delivered unless proper documents are furnished and credit has been established. The berths and piers operated by the Terminal must be kept open and fluid. The Terminal is not obligated to provide services that are beyond the capacity of its labor, equipment or facilities.

#### **440 GOVERNING LAW**

The terms and conditions under which goods are held and described in this Tariff are performed, and governed by the laws of Pennsylvania and the general maritime law of the United States, whichever is properly applicable thereto.

#### **450 HOLIDAYS**

HOLIDAYS are days on which the Terminal is closed. Arrangements can be made, in advance, for activity on holidays. That activity would be invoiced on an overtime basis. Holidays that fall on a Saturday will be observed on a Friday and holidays that fall on a Sunday will be observed on a Monday. The days listed below and any other holidays, as may, from time to time, be determined by Penn Terminals' Management.

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

#### **460 LIABILITY**

Penn Terminals assumes no liability or responsibility for loss or damage to freight or cargo handled or transshipped through its terminal, or remaining within its premises at any time, including, but not limited to, loss or damage caused by strike, fire, water, acts of God, theft or other causes. Penn Terminals 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 PENN TERMINALS BE LIABLE FOR DAMAGE, LOSS, NON-DELIVERY, MIS-DELIVERY OR CROSS DELIVERY IN EXCESS OF \$500.00 PER PACKAGE OR NON-PACKAGED OBJECTS UNLESS THE SHIPPER, CONSIGNEE, TRUCKER, RAILROAD OR OTHER INLAND CARRIER, OR THEIR REPRESENTATIVE, PRIOR TO COMMENCEMENT OF SUCH SERVICES, OR USE OF SUCH FACILITIES, DECLARES A HIGHER VALUE AND PAYS TO PENN TERMINALS, IN ADDITION TO THE OTHER CHARGES FOR SUCH SERVICES, A PREMIUM AS NEGOTIATED BETWEEN THE PARTIES. In no event will the premium be less than 1% of the declared value. In such event Penn Terminals shall be liable for the full declared value of each such package or not packaged object for damage resulting from its failure to exercise due and proper care in performing the service or affording the facilities provided for here. All claims against Penn

Terminals must be filed with the company within 90 days from the receipt or delivery of the cargo by Penn Terminals and any suit against Penn Terminals must be instituted within one year from the date of receipt or delivery of the said cargo by Penn Terminals. Penn Terminals assumes no

liability for any vessel charges including demurrage. Penn Terminals assumes no responsibility

for consequential damages. Acceptance for use of any facility owned or operated by Penn

Terminals is a recognition that the cargo landed on or contained in such facilities is at risk and expense of of the cargo owner. Any funds owed Penn Terminals for services can not be withheld to offset or satisfy claims against the Terminal for loss or damages.

#### **470 LIEN**

ANY AND ALL SERVICES performed at Penn Terminals shall give rise to a lien in favor of the Terminal against the vessel, container, chassis, or any other tangible property whatsoever.

#### **480 MARKED WEIGHTS AND CAPACITIES, RESPONSIBILITY FOR**

THE SHIP OWNER OR ITS AGENT, SHIPPER, EXPORTER accepts responsibility for the accuracy of marked capacity, tare, gross and net weights appearing on or declared for all containers and breakbulk cargoes offered to Penn Terminals. Consequences for such deficiencies and or errors resulting in mis-deliveries, mis-stows or damages to cargo and/or Terminal property will be for the account of the culpable party.

#### **490 OPERATOR OF THE TERMINAL**

Penn Terminals reserves the absolute right to use of the facilities it operates, and permission for the use thereof must be obtained from Terminal Management.

#### **500 NOT A PUBLIC THOROUGHFARE**

The Terminal property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk. The terminal reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person, equipment or vehicle for any reason.

Only authorized personnel possessing a valid Transportation Worker Identification Credential (TWIC) card, engaged in Port Terminal or vessel related activities are permitted within fenced, secure areas of the Terminal.

#### **510 WARRANTY**

It is understood and agreed that Penn Terminals, by performing services aboard ships or ashore, makes no warranty of its services and does not agree to indemnify the ship or any other person, firm or corporation for damages or expenses on account of liability for any reason.

#### **520 LIABILITY FOR EVENTS BEYOND ITS CONTROL**

PENN TERMINALS IS NOT LIABLE FOR EVENTS BEYOND ITS CONTROL. No liability shall attach to Penn Terminals or its customers if the terms of this Tariff cannot be performed due to Acts of God, war, governments, fire, explosion, civil commotion, strikes or other labor difficulties or any other cause outside the control of Penn Terminals or its **customers**, except that

**customers** shall pay **their** reasonable share of the cost of any services and/or facilities provided to the customers by Penn Terminals during any such period of enforced inactivity as they relate to any ship or cargo of customers in berth, including the cost of watching personnel and such other

employees as may be required to accommodate and protect the ships and cargoes of PENN TERMINALS' customers.

### **530 PERSONAL INJURY AND PROPERTY DAMAGE**

The SHIP OWNER OR AGENT AND PENN TERMINALS shall immediately notify the designated representative of the other, of any property damaged, or of any illness, or of any injury or death of any person which occurs during Penn Terminals' operations. This notification shall

occur immediately (as soon as such incidents are known wholly or in part). Furthermore, THE

SHIP OWNER OR AGENT AND PENN TERMINALS shall cooperate fully with each other in developing full and complete information about the facts and circumstances of all such incidents, including the nature and the extent of the damages or injuries which resulted therefrom.

### **540 DAMAGE TO THE FACILITY**

Users of the Penn Terminals' property and facilities, including vehicles, common carriers, vessels, etc., their owners, agents and operators, shall be responsible for all damage resulting from the use of such property and facilities.

Penn Terminals reserves the right to repair, replace, contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the Terminal property and facilities -- including but

not limited to , damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, equipment, rail, shop facilities, water, heat, light, etc.—and furthermore, Penn Terminals holds the user or users, their vehicles, common carriers, vessels, their owners, agents and operators -- or any other parties, that may be in any way considered responsible for the damages, liable for payment of damages, together with all interests, cost and attorney's fees that may be incurred in the collection of the damage. Penn Terminals may detain any vehicle, common carrier, vessel,

water craft, etc. that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all potential damages, interest, costs and attorney's fees. This

item is not to be construed as holding a Terminal user liable for any portion of damages caused solely by the Terminals Operator's negligence.

### **550 TERMINAL GATE HOURS**

Normal gate hours will be from 0600-1500 Monday through Friday, non-holiday. Gate hours may be changed or expanded at Penn Terminals' discretion.

Both reefer and dry breakbulk cargoes require an appointment for loading and unloading. This appointment must be made by 1500 hours the business day before service is requested by **emailing [PTICSBreakbulk@PennTerminals.com](mailto:PTICSBreakbulk@PennTerminals.com)**. **There is no guarantee that trucks arriving unscheduled will be serviced the day of arrival.**

**A fee of \$100 may be assessed if special arrangements are made to service an unscheduled truck. A fee of \$100 may be assessed to the carrier for trucks that cancel the day of the appointment or do not show.**

#### **555 FUEL SURCHARGES**

Penn Terminals reserves the right to implement a fuel surcharge when deemed necessary by increased Terminal fuel cost. See Rates Section 1245

#### **560 TERMINAL RIGHTS**

Penn Terminals reserves the right to control and perform the loading, unloading, handling, cooperating, reconditioning, fumigation, weighing and sampling of all freight and cargo on premises and facilities under its control.

#### **570 WAIVER OF SOVEREIGN IMMUNITY**

Any user of Penn Terminals facilities, in consideration for service performed, waives any defense of sovereign immunity to charges, fees or damages sought to be recovered by Penn Terminals.

#### **580 WAREHOUSE AVAILABILITY**

Penn Terminals will do its best to provide covered storage, when requested, however Penn Terminals assumes no responsibility for cargo damage when such space is unavailable. All such requests must be made in writing in advance of the cargo arrival on Terminal.

#### **590 WELDING, BURNING, HOT WORK**

The use of welding equipment and cutting torches is strictly prohibited without prior permission of the proper governmental authorities and the Terminal management.

#### **600 WRITTEN INSTRUCTIONS**

To ensure the proper disposition and processing of cargoes -- Agents, Foreign Freight

Forwarders, Custom House Brokers, and owners of cargo shall furnish all instructions in writing.

## **SECTION III – FINANCE & BILLING**

### **610 CREDIT**

Penn Terminals may extend credit to any user of facilities upon application for credit and demonstration of financial responsibility.

Credit-worthiness may be established through current financial statements or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references, including a bank reference.

For newly incorporated steamship lines or those users not granted credit, Penn Terminals may extend credit to those customers who will post and maintain a Letter of Credit or Indemnity bond in the form and content, and with a company acceptable to the Terminal in an amount equal to the maximum liability for a period of time determined by the Terminal operator.

Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills by the customer.

### **620 DETERMINATION OF CHARGES**

Penn Terminals reserves the right to weigh and measure any and all cargoes for the purpose of establishing terminal charges. Charges for this activity are for the account of the cargo.

### **630 FURNISHING OF BILLING INFORMATION**

Vessels, their owners or agents, shall permit Terminal management access to manifests, loading and discharge lists, tonnage license, rail and motor freight bills or any other pertinent documents for the purpose of obtaining necessary information, upon request, for correct billing of charges. They shall immediately furnish Penn Terminals with detailed reports on all cargo loaded and discharged, as well as any other information, which might be required for accurate billing of cargo and vessel charges. Terminal Management reserves the right to audit all documents and use such audits as a basis for charges.

### **640 MINIMUM BILLING**

The minimum invoice is \$100.00.

## **650 PAYMENT OF CHARGES**

Charges are due and payable in advance, unless credit arrangements have been made in advance. If credit has been established all charges are payable within 10 days from invoice date. Unless

prior credit arrangements have been established, all dockage, wharfage and other charges must be paid before departure of vessel. Penn Terminals reserves the right to withhold delivery of goods

on which storage, handling, or other charges have not been paid until such time as all charges have been paid in full.

## **660 RIGHT TO OFFSET**

In no event can funds owed to Penn Terminals for services be withheld to offset claims against the Terminal for damage or loss.

## **670 ATTORNEY FEES FOR COLLECTION OF UNPAID DEBT**

If Penn Terminals deems it necessary to obtain the services of any attorney to collect any unpaid debt, then Penn Terminals shall also be entitled to collect its reasonable attorney's fees and all other cost of collection.

## **680 FAILURE TO PAY AND/OR CLAIM CARGO**

Failure to pay credit accounts within terms, shall result in cancellation of credit privileges and the establishment of cash terms. Penn Terminals reserves the right to take possession of any cargo for any of the following reasons:

- a. Cargo remaining on the terminal more than 90 days, unless arrangements have been made for an extension of storage time.
- b. Non-payment of any invoice beyond 90 days of date of invoice.
- c. Failure by owner to confirm ownership of cargo

Penn Terminals reserves the right to dispose of cargo which falls into any of the three categories above, after all reasonable attempts to obtain payment for services or find proper ownership have been exhausted.

## **690 LATE PAYMENT PENALTY**

A late payment penalty will be assessed on billing that is unpaid after terms, at a rate of one and one-half (1 ½%) per month or any fraction thereof.

## **700 NOTIFICATION OF DISPUTED INVOICES**

Questions regarding the validity of invoices must be submitted in writing to Penn Terminals within 15 days of date of the invoice. Invoices not questioned within this 15 day period will be considered valid.

## **SECTION IV – VESSEL RULES**

### **710 BERTHS**

Penn Terminals retains sole right to assign berths. Vessels, their agent, owners, and/or charters requesting a berth at Penn Terminals, do so knowing that Penn Terminals assumes no liability for any vessel-related charges or other costs.

### **720 BERTHING PRIORITIES**

It should be understood that the Terminal has preferential arrangements with certain shipping lines. These vessels will be given preferential berthing. Therefore, vessels may be required to vacate the berths to accommodate the berthing of vessels operating with preferential berthing. Penn Terminals is not responsible for any direct or consequential damages related to vessels vacating the berth.

### **730 BILLS OF LADING**

The owners or agents of ships that call at Penn Terminals shall name Penn Terminals as an express beneficiary of all the Limitations of the Liability Provisions of its Bills of Lading.

### **740 DISCHARGING OF BALLAST, RUBBISH OR SEWAGE**

Pumping ballast water or discarding rubbish, garbage, dunnage, sewage or any debris into the river or onto the property of Penn Terminals is strictly prohibited. All vessels must comply with all Federal and State regulations and are liable for all violations. A written request and approval must be received before any materials are removed from vessels. All expenses related to the disposal of any materials left on the Terminal, with or without permission, is the full responsibility of the vessel.

### **750 DOCKAGE**

Dockage will be assessed against a vessel when said vessel is made fast to the wharf, bulkhead or to another such vessel so berthed, and shall continue until said vessel has completely vacated the berth. Dockage charges so assessed will be based on the highest net registered tonnage of the vessel for the period of time the vessel remains at the berth.

### **760 INDEMNIFY PENN TERMINALS**

Where any loss, damage, injury, death or delay occurs aboard the ship is caused, in whole or part by breakdown, or by failure or fault or negligence of the ship's officers or crew, for which liability may be, or is thereafter asserted against Penn Terminals, or where any such loss damage, injury, death or delay is the basis for a claim against Penn Terminals -- THE SHIP'S OWNERS OR

AGENTS will indemnify and hold Penn Terminals harmless against any loss or damage that may be claimed, plus the costs of defense against such claims.

#### **770 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 vessels must, at the request of the Terminal Operator, temporarily move, if they, in the judgement 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 privilege ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of the Terminal Operator, surrender the berth. The vessel must be off the berth within two hours of written notice.

#### **780 PAYMENT FOR IDLE TIME**

Any Idle Time incurred by Penn Terminals, through no fault of its own, as a result of any violations of any safety regulations due to conditions existing aboard ships, shall be paid by the SHIP OWNER, AGENT, CHARTERER, SHIPPER OR RECEIVER – AS DESIGNATED BY THE AGENT BEFORE COMMENCEMENT OF CARGO OPERATION.

#### **790 PROTECTION TO BE EXTENDED TO PENN TERMINALS**

To the exact extent allowed by law or government regulations, THE SHIP OWNERS OR AGENTS, OR CHARTERS, agree to extend to Penn Terminals all defenses and rights of limitation against claims by others inuring to the carrier under the Carriage of Goods by Sea Act (COGSA), the Harter Act, and all Bills of Lading, and Himalaya Clause shall be included in all Bills of Lading specifically providing that all such defenses and rights of limitation shall apply to the benefit of stevedore and terminal operators, and extending the coverage of COGSA to the period prior to loading and subsequent to discharge while cargo is in the custody of Penn Terminals. There shall also be included, a provision in all Bills of Lading giving shippers the

opportunity to effectively declare a higher value for their cargo than is provided by the package limitation. In the event that all Bills of Lading do not include a Himalaya Clause, an extension of

COGSA, or a provision for shippers to effectively declare a higher value for their cargo, it is agreed that rights against Penn Terminals are waived and the SHIPS OWNER OR CHARTERER OR THEIR AGENTS accepts responsibility for that portion of any claim which exceeds the amount for which Penn Terminals would have been liable if there had been a valid Himalaya, COGSA Clause.

#### **800 SHIP OWNERS AGREE TO INDEMNIFY**

Ship owners or their agents of ships that call at Penn Terminals agree to hold harmless and indemnify Penn Terminals against any loss, expense or liability by reason of any damage or injury, including death, occurring as a result, direct or indirect, of permission granted by ship owners or their agents to employees or persons furnishing services to their ship, to be upon the premises of Penn Terminals, whether on land or water.

## **810 RULES OF MANAGEMENT**

THE TERMINAL RESERVES THE RIGHT TO:

- Refuse to handle any commodity which, as determined by the Terminal, is corrosive, may result in contamination of other cargoes, may tend to damage equipment, or is otherwise not suitable for handling at any of its Terminals under the prevailing circumstances.
- Designate the order in which vessels shall be berthed to avoid overall delays and to permit the best possible service to all users of the Terminal facilities. Vessels shall be berthed in the order determined by the Terminal to avoid overall delays.
- Require vessels occupying berths to work overtime continuously\*\* or as directed by the Terminal at the expense of such vessels, their owners, charterers and agents, to complete the loading and unloading operation when it is determined by the Terminal to be necessary to expedite the movement of vessels, to avoid congestion, and or to insure the fullest possible use of the Terminal facilities.
- Designate the order in which rail cars or trucks or both shall be received and loaded or unloaded to avoid overall delays and permit the best possible service to users of the Terminal.
- Require any vessel in berth to vacate the berth temporarily. Any costs associated with

shifting such vessel required to vacate out of or into the berth will be for the account of the vessel. Two hour written notice will be given. In no event will the Terminal be responsible

for consequential damages associated with the vacating of the berth.

*\*\*This requirement includes the right of management to specify the number of gangs which shall be used to maximize overall cargo loading and/or discharge rates.*

## **820 TUG ASSISTANCE**

Vessels are required to use tugboats. Vessels docking or undocking at the Terminal facilities are

required to use tug assistance unless other arrangements have been made with Penn Terminals' Management. Failure to comply with this requirement could result in denial of a berth.

## **830 DOCUMENTATION CHANGES**

Parties requesting changes to bookings, lines, dimensions, parts, etc., will be assessed charges for that activity.

## **840 EXPIRATION OF FREE TIME**

Cargo not removed within the free time or storage period allowed, will be subject to wharf demurrage, storage and/or transfer charges. Penn Terminals reserves the right to transfer such

cargo to another location within the Terminal area, or to other storage facilities with all charges resulting from the movement to the owner of the cargo. Transfer charges will be applied to cargo

in long term status, even if the cargo is not physically moved.

## **850 CARGO SEPARATION (SORTING)**

IMPORT, EXPORT OR DOMESTIC – When requested by the owner or his agent, Penn Terminals will separate cargo by mark, lot, bill of lading, or commodity. Charges will be assessed for this service.

## **860 CONTAINERS AND VERIFIED GROSS MASS (VGM)**

The Terminal will weigh and receive containers, which have a certified VGM certificate or scale ticket, during normal gate hours, Those utilizing the Terminal facilities and/or shipping cargo through the Terminal facilities in a container subject to the SOLAS Container Weight Verification Requirements, warrant to the terminal operator that the full container weight has been verified in accordance with the requirements of the laws/regulation, and in the event there is any failure to comply with the law/regulation, will defend, indemnify and hold harmless the Terminal and/or the Terminal operator from consequences of the failure to comply with the law/regulation. The Terminal operator reserves the right, but not the obligation, to refuse to handle or load a container for which it reasonably believes the requirements of the law/regulation have not been met. Notwithstanding the above, the terminal operator by loading a container onto a vessel does not warrant that the requirements of the law/regulation has been met.

## **870 CROSS DOCK**

Penn Terminals must be notified, in writing, 48 hours in advance so that sufficient manpower and equipment can be allocated.

## **880 DISPOSITION OF UNDELIVERED CARGO**

Penn Terminals reserves the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners, or agents after due notice has been mailed or delivered to such known parties, or ownership cannot be established.

## **890 DOCK RECEIPT**

All export truck and rail deliveries must be accompanied by a dock receipt that clearly states the name, address and phone number of the party responsible for terminal charges. Any and all

special cargo requirements must be clearly stated on the dock receipt and notification, in advance, must be made with the Terminal. Rail dock receipts must be at the Terminal prior to the arrival of

the cargo. They may be faxed to Customer Service at 610-499-3010.

It is the responsibility of the Carrier, or other agent for the cargo, to present a dock receipt to Penn Terminals before cargo will be accepted. **CARGO ARRIVING AT PENN TERMINALS**

**WITHOUT A DOCK RECEIPT, WILL NOT BE ACCEPTED.**

Before receiving any cargo for export, container or breakbulk, Penn Terminals requires a DOCK RECEIPT. A separate DOCK RECEIPT is required for each shipment – 1 per truck load or per

railcar. The DOCK RECEIPT requires the following information:

- a. Booking Number
- b. Name and Address and Phone Number of Party responsible for Terminal (pier) charges
- c. Number of Pieces
- d. Commodity
- e. Exporting Carrier/Vessel
- f. Weight for each piece of cargo on the Dock Receipt
- g. Port of Discharge

**IF THE DOCK RECEIPT IS NOT COMPLETE THE CARGO WILL NOT BE RECEIVED.**

**900 TRANSFER OF OWNERSHIP**

After cargo is received at the Terminal and ownership is transferred to another party a charge maybe assessed. Changes in ownership of cargo does not alter the status of free time, storage or wharf demurrage. If disputes arise after the transfer the ultimate responsibility for all charges is the original owner of the cargo.

**910 HAZARDOUS MATERIALS**

Prior arrangements must be made for the handling of hazardous cargo. All hazardous materials must be properly documented, labeled and packaged according to applicable government regulations. The Terminal reserves the right to refuse to handle and require the removal from terminal facilities, any hazardous materials not meeting these requirements. Any party placing hazardous materials onto Terminal facilities which are improperly labeled, documented, or packaged will be held responsible for all charges related to bringing these materials into compliance with applicable law and/or removed from the Terminal.

In order to comply with the U.S. Department of Transportation regulations (CFR 49 Parts 100-199, particularly Part 172), the following data is required for the delivery of hazardous cargoes to Penn Terminals.

- a. Complete Shipper's name and address and phone number for emergencies
- b. Carrier's name and address
- c. Complete Consignee's name and address. This is to include the overseas port of destination on exports.
- d. Proper DOT shipping name; this is the technical name of the chemical involved. It must be listed in the Code of Federal Regulation Title 49-Part 271.101. Note: Use an application described in 172.200 through 172.203.
- e. Hazardous class of the material being shipped.
- f. Kinds and number of containers and individual weights or total weight.
- g. Labels required.
- h. Shipper's Certification. A shipper's Certification must appear on every Bill-of-Lading or shipping document provided. The correct wording of this certification is as follows:

**THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.**

- i. Properly documented special instructions, exceptions or exemption information, if required.
- j. All carriers offering hazardous material for transportation shall have on file with the Terminal Operation, a current copy of the carriers Hazardous Materials Certificate of Registration as required by 40 C.F.R Section 107 (g).

## **920 IMPROPERLY LOADED RAIL CARS**

Rail cars, which in the judgment of the Terminal are improperly loaded, will not be handled at regular tariff rates.

## **930 IMPROPER PACKAGING**

All cargo arriving on Terminal for handling, must be packed appropriately for export or import handling. Any cargo not properly packed, where normal handling will be a hazard to employees or damage to cargo, will be rejected. Penn Terminals will make the final decision as to whether or not cargo is packed properly.

## **940 MISCELLANEOUS CHARGES**

When services are performed by the Terminal, for which no specific charges are published in this tariff, the labor and equipment rates in this Tariff will apply (see section 1240 ). The cost for materials plus 20% will also apply. The party requesting will do so in writing and will be the party responsible for the accrued charges.

## **950 MISCELLANEOUS SERVICES**

These services are listed in the Rates section of this Tariff. Any miscellaneous service not specifically listed will be covered under "Miscellaneous Charges".

## **960 SERVICES NOT OTHERWISE PROVIDED FOR**

Nothing contained herein shall be construed as requiring Penn Terminals to perform without charges any services not specifically provided for therein.

## **970 RAILROAD CAR LOADING/UNLOADING**

Penn Terminals must be notified a minimum of 5 business days prior to the pending arrival of rail car shipment on our terminal. Rail cars may not be accepted if the Terminal is unaware or if advance arrangements have not been made.

A dock receipt, noting the billable party for terminal charges ( as well as all data as outlined in section 890), and rail car number(s) must be faxed to our Customer Service Department (610-499-3010) prior to the rail car's arrival.

Any special handling instructions/lifting instructions and other pertinent information regarding the rail shipment must also be included with the dock receipt. Any and all HazMat documentation (as outlined in section 910) must be included.

Any and all charges related to the railroads requirements for returning CLEAN cars to their system are for the account of the cargo. These charges include, but are not limited to, cleaning, burning of lashing gear, repairing and movement of rail cars.. Such charges will be invoiced on a time, equipment and material basis.

**PENN TERMINALS IS NOT RESPONSIBLE FOR ANY DEMURRAGE CHARGES AS ASSESSED TO RAIL CARS. THESE CHARGES ARE FOR THE ACCOUNT OF THE SHIPPER.**

Each rail car is allowed 24-hour free time for unloading. Free time commences once Penn Terminals is NOTIFIED by the railroad that the full car is available in the railroad's yard. Once free time expires, the demurrage charges begin to accrue on the rail car(s) regardless if they are placed on our track or remain in the Interchange yard.

All IMPORT cargo that is loaded onto rail cars must be lashed and secured to the requirements and specifications of the railroad. An inspector must physically inspect all cars before they are allowed to move from the Terminal. All lashing, welding, and securing charges are the account of the cargo and will be invoiced on a time, equipment and material basis as outlined in this Tariff.

All car orders should be placed, at least, five (5) days in advance. Penn Terminals requires your contract number and routing (this information should be faxed to Customer Service at 610-499-3010). Please note that special cars (double doors, heavy-duty flats, etc.) may take longer to secure. Penn Terminals makes no warranty as to the availability of rail cars.

If requested or required, Penn Terminals may be able to load rail cars on Saturday, Sunday or holidays, Overtime charges will apply and there is a four-hour minimum.

Unlashing costs are NOT part of the rail rate and will be invoiced on a time and material basis.

**980 GOVERNMENT INSPECTIONS**

Any government ordered inspection (Customs, USDA, etc.) assistance will be billed on a time, equipment and material basis and will be for the account of the cargo.

**990 REMOVAL OF OBJECTIONABLE CARGO**

Penn Terminals reserves the right to move freight or other material, which in Penn Terminals' judgment, is a hazard to personnel, property, or other cargo. The cost of this transfer to another location is at the risk and expense of the owner of the material or cargo that has been judged a hazard.

**1000 SAFETY**

Safety is the first priority of all terminal and vessel operations. Compliance with all Local, State, Federal and International Law where applicable, is mandatory for all parties using the Terminal, including, but not limited to vessel operators, charterers, owners, agents, freight

forwarders, custom house brokers, shippers, receivers, truckers, crane and other heavy equipment operators, surveyors and outside contractors.

### **1005 SECURITY SURCHARGE**

The Terminal will assess a Security Surcharge on all cargo arriving or departing from the Terminal (see Section 1245 ). These fees will be used to mitigate Security costs incurred due to mandated Government Regulations imposed by the Department of Homeland Security.

### **1010 SMOKING IS PROHIBITED**

Smoking in the warehouses, piers, bulkheads, docks or on vessels handling flammable cargo or fueling, is strictly prohibited.

### **1020 TERMINAL STORAGE**

Storage is the service of providing warehouse or other Terminal facilities for the storing of inbound or outbound cargo after expiration of free time. Storage may be available as space

permits. Penn Terminals' warehouses and storage areas are transient, however the Terminal will,

at it's discretion, attempt to accommodate customer request for storage after the expiration of the free time. The unit used to measure storage charges is the FREIGHT TON (weight or measure

whichever is greater). The billing will usually be in increments of 30 day (or fraction thereof).

### **1030 TRUCK WEIGHING AT SCALES**

Penn Terminals will weigh trucks at the request of the customer or driver. A charge will be

assessed for this service. The use of the scale is for the convenience of Penn Terminals'

customers. All others requesting use of the scale, while not carrying cargo for the Terminal, will

be allowed as time and schedule permit.

### **1040 TRUCK APPOINTMENTS FOR RECEIVING AND DELIVERY**

All truckers delivering or picking up either reefer or dry breakbulk cargo at Penn Terminals must have an appointment.

This appointment must be made by 1500 hours the business day before service is requested by emailing [PTICSBreakbulk@PennTerminals.com](mailto:PTICSBreakbulk@PennTerminals.com). **There is no guarantee that trucks arriving unscheduled will be serviced the day of arrival.** Unscheduled trucks and trucks that are late will be handled as time and labor permit.

**A fee of \$100 may be assessed if special arrangements are made to service an unscheduled truck. A fee of \$100 may be assessed to the carrier for trucks that cancel the day of the appointment or do not show.**

#### **1050 VOLUME RATES**

Under certain circumstances, volume rates are available by prior agreement with the Terminal Management. To request volume rates, contact the Sales & Marketing Department, at (610) 499-3000.

#### **1060 WHARF DEMURRAGE**

Wharf demurrage will be charges against the cargo or the vessel if the cargo remains on the pier after the expiration of free time. Cargo not removed by the end of free time will be subject to

wharf demurrage charges as set forth in this Tariff and will be placed in storage at the risk and expense of the cargo, including charges which may accrue as a result of such removal and storage.

#### **1070 WHARFAGE**

All cargo received on the Terminal is assessed wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel.

#### **1075 FUEL SURCHARGE**

The Terminal may at its discretion impose surcharges over and above it's normal published rates when the price of a barrel of fuel exceeds a predetermined level (see section 1245).

## **SECTION V – RATES**

### **1080 MINIMUM RECEIVING/DELIVERY CHARGE**

The minimum charge for this service will be \$100.00.

### **1090 LINEHANDLING**

\$900.00 In  
\$600.00 Out

### **1100 FRESH WATER**

\$350.00 Connection Charge  
\$ 3.25 per ton of water loaded.  
Overtime differential of \$28.50 per man hour when applicable.

### **1110 DOCKAGE**

- a. Self Propelled Vessels - \$.37 per net registered ton per 24 hour period or fraction thereof.  
(Minimum charge \$800.00)
  
- b. Non-Self Propelled Vessels –
  - Barges - \$4.00 per linear foot per 24 hour period or fraction thereof.  
(Minimum charge \$650.00)
  - Lash Barges - \$45.00 per barge per 24 hour period or fraction thereof.  
(Minimum charge \$650.00)

### **1120 VESSEL VACATING BERTH**

All vessels which are not being worked may be required to vacate their berths upon 2-hour written notice from Penn Terminals. Failure to promptly vacate a berth after receiving such notice to do

so may result in the vessel being shifted, and any expense or damage to vessels or pier during such shifting shall be for the account of the vessel.

The Master or Captain of a vessel, alongside any wharf or pier, loading or discharging cargo, or from floating equipment from the off-shore side, must move such floating equipment upon 2 hour notice. At the expense of the vessel, in order to make way for and permit other vessels to come to or leave the wharf or pier, Any vessel not in compliance, will be liable for a penalty charge of \$2,000 per hour.

**1130 WHARFAGE CHARGES**

Vehicles (i.e. automobiles, pick-up trucks, vans, etc.)	< 2mt	\$ 15.00 per vehicle
Vehicles (i.e. automobiles, trucks, tractors, busses, etc)	> 2mt	\$ 30.00 per vehicle
Vehicles over 10 mt		\$ 2.50 per metric ton
Containers – weight includes container and contents		\$ 2.50 per metric ton
Cargo, except as stipulated above		\$ 2.25 per metric ton
Dimensional Cargo (cargo in excess of 220 cu ft per MT)		\$ 1.50 per freight ton

**1140 CONTAINERS (DRY) – RECEIVING, DELIVERY & OTHER CHARGES**

a. Receiving/Delivery:	\$75.00 per EIR
b. Stripping/Stuffing:	Rates on Request
c. Grounding/Mounting:	\$80.00 per move
d. Inspections by Government Agencies:	
Open for Inspection-	\$120.00 per Dry Container
Position for Inspection- (Includes Mount-Dray-Dismount)	\$225.00 per Inspection
Assist U.S. Customs-	Time and Materials + 20%
f. Shifting Containers between two vehicles	\$100.00 per move
g. Container & Chassis Maintenance & Repair-	Rates Quoted on Request
h. Late gate for container or breakbulk	\$325 per hour; subject to labor availability
i. Expedited stripping and loading	\$130 per truck + \$7/MT; subject to availability
j. Cargo & coil sorting	\$7 per metric ton; subject to availability
k. Clerical fees for non-standard data requests and/or reports	\$65 per manhour; subject to availability

**1150 VEHICLES – RECEIVING, DELIVERY AND PREPARATION**

<u>Classification of Vehicle</u>	<u>Receiving/Delivery*</u>	<u>Preparation**</u>	<u>Wharfage</u>
Up to and including 2,000kgs	\$100.00 *	\$40.00**	\$15.00
2,001 - 9999 kgs	\$150.00 *	\$60.00**	\$30.00
10,000 – 14,999 kgs	\$250.00 *	\$100.00**	\$ 2.50/mt
Greater than 15000kgs	Rates Quoted Upon Request		

Vehicles that move under their own power and do not require lifting and handling.  
(if lifting and handling are required see section 1210 )

\*\*Preparation includes the disconnecting and taping of battery cables (assumes battery is accessible), and the draining of gasoline from tanks using siphoning equipment. Vehicles requiring prep beyond the above may not be able or prepped and may asked to be removed from the Terminal.

**1160 MOBILE HOMES – RECEIVING AND DELIVERY**

Units that stay on their chassis and do not require handling.	Per request
Units requiring dismounting from chassis.	See Section 1210

**1170 BOATS OR YACHTS**

Up to 20 feet long	\$225.00*
20 up to 30 feet long	\$350.00*
Over 30 feet.....	Call for Quote

\* Arriving on their own wheels and do not require handling by crane or forklift. Boats that require handling see section 1210.  
Please call for rates regarding receiving or delivery directly to or from the water.

**1180 NON-FERROUS METALS – RECEIVING & DELIVERY**

<u>Receiving &amp; Delivery</u>	<u>Truck</u>	<u>Rail**</u> <u>***</u>
Aluminum Ingots	\$8.50 per metric ton	\$10.50 per metric ton
Aluminum T-Bars	\$8.50 per metric ton	\$10.00 per metric ton
Aluminum Sows	\$8.50 per metric ton	\$10 per metric ton

\*\*BLOCKING & BRACING SERVICES IN RAIL CARS IS BILLED ON A TIME AND MATERIAL BASIS.  
\*\*\*SEE SECTION 970 REGARDING RAIL RULES.

**1190 STEEL – RECEIVING & DELIVERY**

<u>Receiving &amp; Delivery</u>	<u>Flatbed</u>	<u>Rail</u> * **
Angles (bundles).....	\$10.50 per metric ton	Per request
Billets.....	\$10.00 per metric ton	Per request
Coils (eye-side)...(< 5MT) .....	\$6.50 per metric ton	Per request
Coils (eye-side)...(>5MT <15MT)	\$5.50 per metric ton	Per request
Coils (eye-side)...(>15 MT).....	\$5.00 per metric ton	Per request
Coils (eye-up palletized).....	\$10.00 per metric ton	Per request
Channels (bundles).....	\$10.50 per metric ton	Per request
Beams (bundles) (structurals) ... ..	\$12.50 per metric ton	Per request
Merchant Steel Bars (bundles).....	\$12.50 per metric ton	Per request
Pipe (bundles).....	\$10.50 per metric ton	Per request
Pipe (loose).....	\$14.75 per metric ton	Per request
Plate (bundles).....	\$10.50 per metric ton	Per request
Plate (loose).....	\$14.75 per metric ton	Per request
Rebar (bundles) (Up to 30').....	\$10.50 per metric ton	Per request
Rebar (bundles) (>30').....	\$12.50 per metric ton	Per request
Round Bar (bundles).....	\$12.50 per metric ton	Per request
Slabs.....	\$5.00 per metric ton	Per request
Steel N.O.S.....	\$12.50 per metric ton	Per request
Tubing N.O.S.....	\$12.50 per metric ton	Per request
Wire Rod (Coils).....	\$5.50 per metric ton	Per request

- all rates are based on forklift handling.
- Blocking and bracing, as required, in railcars will be invoiced on a time and material basis.
- Steel products with dimensions greater than 40 feet rates available upon request.
- Lid handling on gondolas cars is billable to the cargo.
- SEE SECTION 970 REGARDING RAIL RULES

**1200 FOREST PRODUCTS – RECEIVING & DELIVERY**

<u>Receiving &amp; Delivery</u>	<u>Flatbed</u>	<u>Van</u>	<u>RR Car **</u>
Doorskins/Veneers (bundles)	\$9.50 MT	\$10.50 MT	Per request
Hardboard (bundles)	\$9.50 MT	\$10.50 MT	Per request
KLB, Rolled (Kraft Linerboard)		\$ 7.50 MT	Per request
Lumber (bundles)	\$7.00 MT	\$ 9.00 MT	Per request
Newsprint, Rolled	NA	Per request	Per request
Paper, Rolled, N.O.S.	NA	Per request	Per request
Plywood (bundle)	\$9.50 MT	\$ 9.00 MT	Per request
Woodpulp, (bundles in 8 bale units)	\$9.50 MT	\$ 8.00 MT	Per request
Dowels/Tomato Stakes (bundles)	NA	\$ 9.00 MT	Per request
Flooring & Tile Board (bundles)	NA	\$14.00 MT	Per request

\*\*Blocking and bracing services in rail cars is billed on a time and material basis.  
SEE SECTION 970 REGARDING RAIL RULES

**1210 GENERAL CARGO, NOS < 15 Metric Ton (if > 15 MT see Section 1220)**

<u>Receiving &amp; Delivery</u>	<u>per Metric ton</u>	
	<u>Truck*</u>	<u>RR Car **</u>
Drums (Steel, Loose), NOS	\$15.00	Per request
General Cargo, NOS (By Hand)	\$40.00	Per request
Palletized Cargo, NOS	\$ 12.50	Per request
Machine or Machine Parts, NOS; Crates, skids, or pieces. ***		
(less than 220 cu.ft. per 2204.6lb)	\$12.50*	Per request
Machine or Machine Parts, NOS; Crates, skids or pieces ***		
(greater than 220 cu. ft. per 2204.6lb)	\$43.95*	Per request
Granite Blocks – (Flat Bed Only)	\$13.00	

Palletized Super Sacks (up to 1.5)	\$13.00	\$16.00
Super Sacks (up to 1.5 mt)	\$17.00	\$20.00

\*\*Blocking & bracing (Import), unlashng charges, burning free and cleaning of cars (Export)

services will be invoiced on a time and material (+20%) basis.

\*\*\*Machine NOS rates apply to single packages up to 15 metric tons, otherwise rates in section 1220, Heavy Lift Charges will apply. Machine NOS rates are based on cargo that is forkliftable and placed at point of rest in outside storage.

SEE SECTION 970 REGARDING RAIL RULES.

**1220 HEAVY LIFTS – RECEIVING & DELIVERY ,(All cargo >15 mt will be assessed crane charges.)**

<u>Receiving &amp; Delivery</u>	<u>Truck</u>	<u>RR Car**</u>
15,000 – 74,999 kgs	\$22.50 per MT	\$22.50per MT
over 75,000 kgs	CALL FOR QUOTE	

SEE Crane Charges Section # 1230

\*\*Blocking & bracing (Import) unlashng charges, burning free and cleaning of cars (export)

services will be invoiced on a time & material ( cost + 20%) basis and charges will be for the account of the cargo.

SEE SECTION 970 REGARDING RAIL RULES.

**1230 CRANE CHARGES**

1 – 74,999 kgs-	\$850.00 per Hour *
Over 75,000 kgs-	Call for Quote

\* Minimum 2 Hour Billing for all Crane Usage.

**1240 MISCELLANEOUS CHARGES**

a. Labor: Rates Available Upon Request

b. Forklift Trucks:	<u>Size</u>	<u>Rate per Hour*</u>
	10,000 lbs and under	\$ 45.00
	11,000 lbs – 25,000 lbs	\$ 50.00
	30,000 lbs – 40,000 lbs	\$ 60.00
	52,000 lbs	\$150.00
	83,000 lbs	\$200.00

\* Rate does not include Operator (Minimum 2-Hour )



- |               |  |   |               |   |             |  |  |  |  |  |            |                 |
|---------------|--|---|---------------|---|-------------|--|--|--|--|--|------------|-----------------|
| c.            | Top-Pick Container Handlers  | <u>Rate per Hour**</u><br>\$250 .00   |               |   |             |  |  |  |  |  |            |                 |
|               |  | **Rate does <u>not</u> include an Operator (Minimum 1 Hour)   |               |   |             |  |  |  |  |  |            |                 |
| d.            | Yard Tractors-   | <u>Rate per Hour**</u><br>\$ 50.00  |               |   |             |  |  |  |  |  |            |                 |
|               |  | **Rate does <u>not</u> include an Operator (Minimum 1 Hour)   |               |   |             |  |  |  |  |  |            |                 |
| e.            | Pickup Trucks, Automobiles   | <u>Rate per Hour**</u><br>\$ 25.00  |               |   |             |  |  |  |  |  |            |                 |
|               |  | **Rate does <u>not</u> include an Operator (Minimum 1 Hour)   |               |   |             |  |  |  |  |  |            |                 |
| f.            | Material:  | Cost plus 20%   |               |   |             |  |  |  |  |  |            |                 |
| g.            | Free Time:   | <table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 10px;">General Cargo</td> <td>15 Days</td> </tr> <tr> <td>Containers:</td> <td>10 Days Loaded</td> </tr> <tr> <td></td> <td>15 Days Empty</td> </tr> </table>  | General Cargo | 15 Days   | Containers: | 10 Days Loaded   |  | 15 Days Empty  |  |  |            |                 |
| General Cargo | 15 Days  |   |               |   |             |  |  |  |  |  |            |                 |
| Containers:   | 10 Days Loaded   |   |               |   |             |  |  |  |  |  |            |                 |
|               | 15 Days Empty  |   |               |   |             |  |  |  |  |  |            |                 |
| i.            | Storage Charges:   | <table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 10px;">General Cargo</td> <td>\$3.00 per FT for <u>Outside</u> after Free Time per 30 days or fraction thereof, 1<sup>st</sup> 30-Days</td> </tr> <tr> <td></td> <td>\$5.00 per F T for <u>Outside</u> after Free Time per 30 days or fraction thereof, 2<sup>nd</sup> 30-Days</td> </tr> <tr> <td></td> <td><br/>\$5.00 per FT <u>Inside</u> after Free Time per 30 days or fraction thereof, 1<sup>st</sup> 30-Days</td> </tr> <tr> <td></td> <td><br/>\$8.00 per FT <u>Inside</u> after Free Time per 30 days or fraction thereof. 2<sup>nd</sup> 30-Days</td> </tr> <tr> <td style="text-align: center;">Containers</td> <td>Per arrangement</td> </tr> </table> | General Cargo | \$3.00 per FT for <u>Outside</u> after Free Time per 30 days or fraction thereof, 1 <sup>st</sup> 30-Days |             | \$5.00 per F T for <u>Outside</u> after Free Time per 30 days or fraction thereof, 2 <sup>nd</sup> 30-Days |  | <br>\$5.00 per FT <u>Inside</u> after Free Time per 30 days or fraction thereof, 1 <sup>st</sup> 30-Days |  | <br>\$8.00 per FT <u>Inside</u> after Free Time per 30 days or fraction thereof. 2 <sup>nd</sup> 30-Days | Containers | Per arrangement |
| General Cargo | \$3.00 per FT for <u>Outside</u> after Free Time per 30 days or fraction thereof, 1 <sup>st</sup> 30-Days  |   |               |   |             |  |  |  |  |  |            |                 |
|               | \$5.00 per F T for <u>Outside</u> after Free Time per 30 days or fraction thereof, 2 <sup>nd</sup> 30-Days |   |               |   |             |  |  |  |  |  |            |                 |
|               | <br>\$5.00 per FT <u>Inside</u> after Free Time per 30 days or fraction thereof, 1 <sup>st</sup> 30-Days   |   |               |   |             |  |  |  |  |  |            |                 |
|               | <br>\$8.00 per FT <u>Inside</u> after Free Time per 30 days or fraction thereof. 2 <sup>nd</sup> 30-Days   |   |               |   |             |  |  |  |  |  |            |                 |
| Containers    | Per arrangement  |   |               |   |             |  |  |  |  |  |            |                 |

After 2<sup>nd</sup> 30 days storage period expires see section 1260 for Wharf Demurrage rates.

## 1245 SURCHARGES

Fuel: A fuel surcharge rate may apply when the price of diesel fuel exceeds \$2.75 per gallon based on price listed on the Energy Information Administration (<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) Central Atlantic Pricing. The rate will be reviewed on Monday mornings and the surcharge will apply to all invoicing for the activity that occurs for the next 7 working days. For every \$.10 increase is the above diesel rate the surcharge will be 1% of the billable rate in question for all receiving, delivery, stuffing, stripping and stevedoring activity.

Security: Security surcharges may be assessed on cargo moving through the Terminal depending on the requirements mandated by CBP and the U. S. Coast Guard. Any such surcharge will be preceded by a 30 day notice before implementation will take effect.

**1250 SPECIAL SERVICE CHARGES**

- a. Cargo Sorting: Call for Rate
  
- b. Transfer of Cargo to Long Term Storage: Call for Rate

\*Does not include trucking charges, nor does it include truck loading or unloading, if required.

c. Handling of Cargo to Place of Rest Inside: \$11.00 per Freight Ton\* \*\*

\*Subject to Space Availability and Equipment Capability.

\*\*Includes covered storage handling, Free Time (per agreement), and long haul to pier (export).

d. Tarping/Outside Storage: Time and Materials (Cost + 20%)\*\*  
and Equipment

\*\*Penn Terminals does not assume responsibility nor offers any warranties for weather related damage to cargo covered (either by tarp or plastic) in outside storage.

e. Railroad Cars:

Securing and Unsecuring Cargo: Time and Materials (Cost + 20%)  
and Equipment

Handling Lids: Time and Materials (Cost + 20%)  
and Equipment

Cleaning Cars: Time and Materials (Cost + 20%)  
and Equipment

f. Coopering (or Re Coopering): Time and Materials (Cost + 20%)  
and Equipment

g. Weigh Trucks (truck scale): \$15.00 each weigh

h. Transfer Charges: \$50.00 per Transfer  
(plus actual transfer cost)

### 1260 Wharf Demurrage Rates

<u>Cargo</u>	<u>Import (freight ton)</u>	<u>Export (freight ton)</u>
First 5 calendar days (or fraction thereof)	\$ 2.80	\$ 2.80
Second period of 5 calendar days (or fraction thereof)	\$ 5.60	\$ 5.60
Third and each succeeding 5 day Period or fraction there of	\$ 8.40	\$ 8.40

#### Vehicles (Wheeled Auto, Truck, Tractor, Etc.)

Under 2 Metric Ton	\$ 6.70 per day	\$ 6.70 per day
Over 2 Metric Ton	\$13.40 per day	\$ 13.40 per day

#### Containers

20 Feet	\$13.40 per day	\$13.40 per day
Over 20 Feet	\$20.00 per day	\$20.00 per day

### **CONVERSION TABLE**

TO FIND	GIVEN	MULTIPLY BY
Metric Tonnes	Short Tonnes	0.907
Short Tonnes	Metric Tonnes	1.1023
Metric Tonnes	Long Tonnes	1.016
Long Tonnes	Metric Tonnes	0.984
Kilograms	Pounds	0.4536
Pounds	Kilograms	2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	1.133
Measurement Tons (40 cubic feet)	Cubic Meters	0.833
Cubic Meters	MBMF (1000 board Measurement feet)	2.358
MBMF	Cubic meters	0.424

### **METRIC EQUIVALENTS**

1 Kilogram	2.2046 pounds
1 Metric Ton (tonne)	1,000 kilograms
1 Pound	0.4536 kilograms
1 CWT (US - 100 pounds)	45.359 kilograms or 0.04536 M. T.
1 CWT (British – 112 pounds)	50.802 kilograms or 0.0508 M. T.
1 Cubic Meter	35.315 cubic feet
1 Cubic Foot	0.0283 cubic meters
1,000 board feet	83.33 cubic feet
1 Cubic Meter	423.792 board feet