Rates will be effective October 1, 2026
Demurrage Rates will be effective May 5, 2025

Marine Terminal Schedule No. 010599

NAMING RULES, REGULATIONS AND COMMODITY RATES ON CARGO MOVING IN CONTAINERS/BREAKBULK

This schedule is issued by Maher Terminals LLC hereafter referred to as "MTL" under authority of the Federal Maritime Commission and supersedes all previously issued schedules.

This schedule shall be applicable at any terminal facility within the Port of New York in which MTL operates.

Maher Container Terminal, Port Elizabeth
Berths 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80

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SECTION I

RULES AND REGULATIONS

SYMBOLS AND DEFINITIONS

DEFINITIONS:

"**Business Day**" means any day other than a Saturday, Sunday or Holiday.

"**Cargo**" means any and all goods, merchandise, wares and personal property, other than Bulk Cargo, whether or not containerized or breakbulk, with respect to which MTL is requested to and/or does perform one or more Services.

"**Carrier**" means any Common Carrier or other ocean carrier that transports or otherwise issues a bill of lading for Cargo receiving Services at the Terminal.

"**Commission**" means the U.S. Federal Maritime Commission.

"**Container**" **r**efers to any fully enclosed, reusable freight container of rectangular configuration, used for the repeated shipping of a number of smaller packages or bulk material. Said container may be collapsible, rigid or mobile; however, it must be susceptible to being handled in transit as a unit, and must meet ISO standards.

"**Demurrage**" means the charge assessed by MTL against Cargo remaining at or on the Terminal after the expiration for Free Time.

"**Demurrage Invoice**" means MTL's statement of charges, accessible online or within MTL's customer service portal, that sets forth its Demurrage charges.

"**Demurrage Invoice Date**" means, with respect to Cargo on Demurrage, the date on which the corresponding Demurrage Invoice is paid.

"**Demurrage Invoice Issuance Date**" means, with respect to any Cargo subject to disputed Demurrage, the date on which such disputed Demurrage is last assessed by MTL, as set forth on the corresponding Demurrage Invoice.

"**Dry Run**" The failed attempt to pick up an import container due to the container being lost, resulting in the trucker having to leave the terminal without a container.

"**Free Time**" means the specified number of days that Cargo may occupy storage space on the Terminal free of Demurrage prior to loading on a Vessel (export Cargo) or following its discharge from a Vessel (import Cargo).

"**Heavy Lift**" refers only to single packages weighing 10,001 lbs. or more; provided, however, that individual airplanes, boats, containers and metals shall not be deemed heavy lifts.

"**Holiday**" or "**Holidays**" means the ILA holidays listed in this Terminal Schedule, below.

"**Person**" means any individual, sole proprietorship, corporation, company, limited liability company, association, firm, partnership, society, government, government agency or department, or other juridical entity.

"**Port Authority**" means The Port Authority of New York and New Jersey.

"**Port of New York**" refers to all of the geographical areas designated in "The Port of New York District" map issued by the Port Authority.

"**Services**" means, as the context requires, any and all services performed by MTL at the Terminal, in its capacity as a stevedore or Marine Terminal Operator, including, without limitation, the Checking, Handling, rehandling, loading, unloading, storing, receiving and delivery of Cargo, Containers and Heavy Lifts, and the berthing and docking of Vessels.

"**Temperature Controlled Cargo"** refers to cargo that must be maintained at a specific temperature or range of temperatures.

"**Terminal**" means the Terminal Facility operated by MTL in the Port of New York.

"**Terminal Gate**" means the gate for receiving and/or delivering Cargo at the Terminal.

"**Terminal Schedule**" or "**Schedule**" means this Marine Terminal Schedule No. 010599 as such schedule may be amended, modified or restated from time to time.

"**Terminal User**" means any Vessel, conveyance, Common Carrier, carrier, motor carrier, trucker, shipper, Consignee, beneficial cargo owner, Billed Party or other Person that requests, is provided with, or receives the benefit of any Services at the Terminal.

"**Ton**" refers to a net ton of 2,000 pounds.

"**TOS**" means MTL's terminal operating system in use at the Terminal.

"**Vessel**" – means any vessel calling the Terminal, including barges, for the loading and/or discharging of cargo and Containers.

"**Working Day**" means any calendar day (including Saturdays, Sundays, and Holidays) on which the Terminal Gate is open for the delivery of cargo and/or Containers.

All capitalized terms that are used but not defined herein shall have the meanings ascribed to them under the Shipping Act of 1984 and the Commission's rules and regulations thereunder, each as may be amended or restated from time to time.

RULES AND REGULATIONS

STRAIGHT TIME RATES AND OVERTIME CHARGES

The rates provided hereinafter are for work performed during the hours from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m., Monday to Friday, inclusive. All Holidays specified in the collective bargaining agreement in effect in the Port of New York governing the employment of longshore labor being excepted.

Services performed by MTL for the convenience of the carrier, shipper or consignee outside the aforementioned hours and services performed on Saturdays, Sundays and Holidays specified in the collective bargaining agreement in effect in the Port of New York governing the employment of longshore labor, shall be subject to a surcharge on the applicable rate.

RULES AND REGULATIONS

I.L.A. HOLIDAYS

The following are the I.L.A. Holidays for the period 10/1/2026 – 9/30/2027

Holiday	**Date Holiday Observed**
1. Columbus Day	Monday, October 12, 2026
2. Election Day	Tuesday, November 3, 2026
3. Veterans Day	Wednesday, November 11, 2026
4. Thanksgiving Day	Thursday, November 26, 2026
5. Christmas Eve	Thursday, December 24, 2026
6. Christmas Day	Friday, December 25, 2026
7. New Year's Eve	Thursday, December 31, 2026
8. New Year's Day	Friday, January 1, 2027
9. Martin Luther King's Birthday	Monday, January 18, 2027
10. Lincoln's Birthday	Friday, February 12, 2027
11. President's Day	Monday, February 15, 2027
12. Gleason's Birthday	Wednesday, March 17, 2027
13. Good Friday	Friday, March 26, 2027
14. Memorial Day	Monday, May 31, 2027
15. Juneteenth	Saturday, June 19, 2027
16. Independence Day	Monday, July 5, 2027 (Observed Date)
17. Labor Day	Monday, September 6, 2027

RULES AND REGULATIONS

LIABILITY

"**LIMITATION OF LIABILITY** – Liability for loss or damage to cargo resulting from our failure to exercise due and proper care in performing the services provided for herein, incurred during the handling, loading, unloading, receipt, delivery, or storage of such cargo on the terminal at any time, including applicable free time, shall not exceed $500.00 (US) per package or customary freight unit, unless the value of the cargo has been declared and other arrangements made with MTL prior to its taking custody of, or assuming responsibility for the cargo."

No provision contained in this Schedule shall relieve MTL from liability for its own negligence nor require any user to indemnify or hold harmless MTL for liability for its own negligence.

MTL shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services provided for herein. In no case shall MTL be liable for a sum in excess of $500.00 per package or per customary freight unit unless the trucker, shipper, cargo owner or consignee or their representatives, prior to the commencement of such services, declares in writing a higher value and pays to MTL, in addition to the other charges for such services as herein set forth, a premium computed at one half of one percent (0.50%) of the declared value of each such package or customary freight unit, for damage resulting from its failure to exercise due and proper care in performing the services provided for herein.

CREDIT and PAYMENT POLICIES

A. Unless the shipper or consignee shall have made definite arrangements with MTL for the payment of loading or unloading charges, the motor carrier shall assume full responsibility for the payment of the charges for such service.

B. For Terminal Users with credit, Invoices are due and payable at the address shown on invoice no later than ten (10) calendar days after generation of invoice for services rendered. Failure to remit within the period above prescribed will result in withdrawal of credit. Thereafter and until such time as credit is re-established, all pending charges shall be paid by credit card on the MTL website (see Section G) or by certified funds (certified check, cashier check, wire transfer, & money order) before departure of the cargo from the Terminal.

C. If a motor carrier fails to pay the charges specified herein and/or if a motor carrier is extended credit pursuant to the above provisions, and fails to pay said charges, the shipper or consignee shall become liable for such charge.

D. Existing credit listing maintained by MTL will continue to be recognized and companies listed thereon shall continue to be extended credit in accordance with the provisions of Paragraph B. above subject to revocation as provided therein.

E. Companies not presently approved for credit by MTL may make application therefore in writing directly to MTL. Until such time as approval for credit is granted, pending charges for import storage, import exam and reefer electricity shall be paid by credit card only on the MTL website (see Section G). In addition, any and all charges for services rendered can be paid by certified funds (certified check, cashier check, wire transfer & money order) before departure of the cargo from the Terminal.

F. Checks from companies having established credit with MTL will be accepted under the following provisions:

    1. Any company check returned for Non-Sufficient Funds (NSF) will be assessed a fee for each occurrence of $68.00.

    2. Any company that has two (2) checks returned for NSF within a six-month period will be subject to cancellation of check acceptance privileges.

    3. Companies whose check acceptance privileges have been canceled will be required to pay by credit card (see Section G) or by certified funds (certified check, cashier check, wire transfer, and money order).

    4. MTL may elect to establish a maximum dollar amount for any checks to be accepted. Payment in excess of this amount must be a credit card, certified check, cashier's check or wire transfer prior to release of cargo and/or providing services.

G. Credit card payments will be accepted on the MTL website at www.maherterminals.com under the following provisions:

1) As of January 18, 2020, MTL will accept Visa, MasterCard, Discover, and American Express credit cards.

2) Maher reserves the right to suspend credit card payment privileges for companies with histories of unsubstantiated credit card claims.

*Note: Customers with questions pertaining to charges paid by credit card should contact our credit department. Our credit department can be reached at (908) 527-8200 ext. 5430 or credit@maherterminals.com.

H. No cash currency will be accepted for payments. Acceptable forms of payment will be:

1) Company checks that fall within the provisions of Section F;
2) Credit cards that fall within the provisions of Section G;
3) Certified funds (certified check, cashier check or wire transfer); or
4) Money orders.

I. SOLAS VI/2 Procedure:

Effective July 1, 2016, the International Maritime Organization prohibits a Container from being loaded onto a vessel without a verified gross mass ("VGM") of the Container and cargo combined, as specified in SOLAS regulation VI/2. MTL utilizes weigh-in-motion scales when a truck enters MTL's gates into the terminal. MTL determines the weight of the container and cargo by subtracting: (1) the average weight of the tractor; and (2) the average weight of a chassis, depending on whether the chassis is for a 20' or 40' container. If the equipment provider of the chassis has made the actual weight of the chassis available in MTL's system, then MTL will utilize that filed chassis weight rather than an average weight. Maher calibrates it weigh-in-motion scales in accordance with New Jersey and federal law, as well as the manufacturer's specifications. This method used by MTL complies with requirements under the U.S. Occupational Safety and Health Act, and the United States Coast Guard has advised that this method correspondingly complies with SOLAS Regulation VI/2.

Shippers, Beneficial Cargo Owners, and/or Steamship Line Carriers may use this Container weight, determined by MTL at its gate, for VGM purposes. MTL will use this weight as a VGM and load the Container on a vessel unless the Carrier instructs MTL not to load the Container, using the normal protocols to so advise MTL.

SECTION II

RULES AND REGULATIONS

TRUCK LOADING AND UNLOADING

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1. DEFINITIONS

   A. Truck Loading – Shall mean the service of moving cargo from a place of rest on the terminal facility, elevating the cargo onto the truck and stowing of the cargo in the truck, but shall not include, among other things, special stowage, sorting or grading of, or otherwise selecting, the cargo for the convenience of the trucker or the consignee, nor the loading of cargo onto consignee's pallets.

   B. Truck Unloading – Such service shall consist of removing cargo from the body of the truck to a place of rest on the terminal facility designated by MTL. Truck unloading shall be performed by MTL at the request of the motor carrier.

2. RIGHT TO LOAD AND UNLOAD TRUCK

   A. Truck loading shall be performed solely by the agents, servants and employees of MTL in accordance with the rules, regulations and practices contained in this schedule. Such services shall be performed with the assistance, and under the supervision, of the driver of the truck.

   B. Truck unloading shall be performed by MTL only upon request of the motor carrier, its agents, servants and/or employees; provided that there is sufficient labor readily available to MTL to perform said services at the time of said request and provided, further, that the cargo is so situated on the truck that said services may be rendered by MTL in one continuous operation, without interruption, until completion of the desired services. Said truck unloading services shall be performed under the supervision and direction of the driver of the truck.

   C. Only trucks properly registered and licensed will be serviced by MTL. Equipment used for truck loading and unloading will be furnished exclusively by MTL; no lift trucks, cranes, etc., other than those supplied by MTL, will be permitted on the terminal facility.

3. SAFETY

   The motor carrier, shipper or consignee shall provide a vehicle, which is adequate and suitable for safe loading and unloading.

4. APPLICATION OF RATES

   Rates are quoted in cents per 100 lbs., unless otherwise noted.

5. MISPLACED EQUIPMENT/CARGO BY A MOTOR CARRIER

Provide clerking, checking and draying services including equipment to locate and correct mis-parked equipment/cargo by a motor carrier …….$326.90 per occurrence.

6. OTHER SERVICES

Nothing contained herein shall be construed as requiring MTL to perform, without charge, any service not specifically provided for herein.

7. HEAVY LIFTS

The handling of heavy lifts shall be limited to the capacity of MTL's equipment at that terminal facility. The schedule rates set forth herein for other than heavy lifts are applicable to single packages weighing 10,000 lbs. or less.

Heavy lifts will be handled only at the discretion of MTL. Heavy lifts on other than open flat bed truck (OFBT) will be charged at triple the heavy lift rate, except that heavy lifts on freely moving wheels will be charged at the rates shown for heavy lifts on OFBT.

8. PAYMENT OF DETENTION PENALTIES TO MOTOR CARRIERS DELAYED AT THE CONTAINER TERMINALS

The payment of detention penalties by MTL to a Motor Carrier is not a matter of right, but rather as a matter of contract. The rules governing detention at MTL are set forth in this Schedule. Maher has no obligation to pay claims for detention except as provided herein. Effective March 1, 2007, electronic submission will be the only accepted method for filing trucker detention claims; paper invoices will not be accepted. Submission of claims for detention and acceptance of payments for detention from Maher constitutes acknowledgement by the claimant of actual knowledge of the rules governing detention by Maher including, but not limited to, the mandatory arbitration provision specified in said rules.

1. Free-time at the Terminal:

Containers processed between 0600 and 1200

- Single Moves……...……...150 Minutes
- Double Moves…….180 Minutes

Containers processed between 1200 and 1900 hours:
- Single Moves……..150 Minutes
- Double Moves…….210 Minutes

2. Lost Containers Lost containers on “Dry Run” only - $100.00 Note: If driver elects to pick up another container single or double move – normal detention rules apply.

3. Computation of Time: Computation of time will be based upon the Motor Carrier’s arrival at the terminal, at the first point of processing. Terminal time will terminate when the Motor Carrier exits the outbound gate of the terminal, including Roadability.

4. Exclusions: MTL will not be responsible for delays caused by extreme temperatures, severe weather or delays resulting from the aftermath and cleanup required due to a severe weather occurrence. Additionally, MTL will not be responsible for delays caused by a disruption of power, telephone, shortage of containership line equipment, or data services such as those supplied to U.S. Customs, which are beyond the control of MTL. MTL will also not be responsible for delays on days when any one or multiple other container terminals in Port Elizabeth, Port Newark, or Bayonne are closed. Detention payments will not be paid under the following circumstances:

- To motor carriers requiring genset mounting/dismounting to or from a container whether the container is full or empty.
- Reefers processed after 1600 hrs.
- On the day after a Holiday.
- Handling of over dimensional cargo.
- Weekend and Holiday gates.

The force majeure exclusions will not include delays due to failure(s) of MTL’s computer system. Motor Carriers have an obligation to utilize all of the technologies and services which are made available by MTL to pre-check or pre-clear a shipment prior to dispatching a driver to the Terminal.

MTL will deny payments of detention penalties to Motor Carriers who fail to ensure availability of cargo prior to the arrival at the terminal or follow terminal procedures which result in delays to themselves or other Motor Carriers. Detention payments will not be paid to Motor Carriers arriving at the Terminal with a bare chassis upon which they request a container that is already on a chassis, to be placed unless MTL has been given prior notification. All requests of this nature are to be submitted to the Container Yard, in writing, at least 24 working hours prior to the delivery of cargo. Detention payments will not be paid with respect to any transaction if the Motor Carrier requests assistance from MTL’s clerical service for such transaction, with the exception of transactions where assistance from MTL’s clerical services is required for an issue that could not have been avoided had the Motor Carrier ensured the availability of cargo/equipment prior to dispatching a driver to the terminal facility. If any employee, agent or representative of a Motor Carrier (or any other person with the actual or implied consent of the Motor Carrier) is found to have stolen, pilfered, or vandalized any chassis component(s) or other property belonging to MTL, its customers or other persons present on Terminal with the consent of MTL, the Motor Carrier will be held fully responsible for the cost of repairing said equipment. The Motor Carrier will also forfeit its ability to submit any invoicing pertaining to trucker detention for 180 days. If a specific employee, agent or representative of a Motor Carrier

is found to be involved with stolen, pilfered, or vandalized chassis components in a second instance, that individual will be permanently barred from submitting any claims to MTL for detention.

5. Payment of Penalties: When the power vehicle is delayed beyond the allowable free time, MTL shall be charged at a rate of $12.50 per 15 minutes or part thereof, or $50.00 per hour. However, there shall be no penalties paid for detentions of less than twenty-nine (29) minutes. Claims shall be filed within seven (7) calendar days from the date on which the claim arose or said claim shall be barred. All requests for payment of detention must be individually specified on such forms and in such a manner as may be specified by MTL. All decisions by MTL regarding the payment or non-payment of detention are final.

6. Settlement of Disputes: All disputes arising pursuant to this provision shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

9. CONTAINERS FOR U.S. GOVERNMENT AGENCY INSPECTION AND OTHER INSPECTION/SAMPLING AND MISCELLANEOUS TERMINAL SERVICES

A. Providing facility/security/clerical services during a tailgate inspection/sampling of full containers shall be charged $419.03 per grounded container.

B. Drayage by outside trucker to an off-Terminal U.S. Government Agency Exam facility and returned $579.44 plus associated grounding/mounting. $199.44 (each way.)

C. U.S. Government Agency Exams $935.24 per unit, handled by Maher Terminals Personnel, including grounding and mounting. This rate does not include applicable off terminal warehouse exam charges overtime surcharge - weekday $159.84, weekend and holiday $254.36, and reefer plug/unplug charge of $126.13 per container.

D. ExpressRail Drayage originating at a Maher facility $161.88 per unit.

10. PROJECT SHIPMENT RATES

Any interested party may contact MTL requesting special truck unloading and storage rates on large advanced shipments being consolidated for movement by water carrier. Requests must include as much information as possible; i.e., types of freight moving, amounts and weight of same and dates, to permit sufficient evidence on which to make a decision.

11. SCHEDULE OF RATES (FOR TRUCK LOADING AND UNLOADING)
(RATES ARE QUOTED IN 100 LBS. UNLESS OTHERWISE NOTED)

Cargo Not Otherwise Specified (NOS) is $14.27 with the minimum charge for every truck entering the terminal to deliver or receive loose breakbulk cargo of $1,237.44 per truck.

Boats – Individual …….. $ 20.36
Boat wood cradle disposal minimum..…… $ 795.74 per cradle
Boat metal cradle disposal up to 30’…….. $3,823.63 per cradle
Boat metal cradle disposal 31’ – 40’…….. $5,021.27 per cradle
Boat metal cradle disposal over 40’…… $5,738.10 per cradle
*Clerical processing fee ……. $ 479.62

***Note*:** Applicable for boats directly discharged from the vessel to the water only. Breakbulk cargo load/discharge to/from vessel directly from trucker’s low boy.

Heavy Lift charges – OFBT Only

See Item 11. Not applicable on Airplanes, Boats, Containers and Metals. Pieces must be properly packaged and capable of being handled by forklift trucks. Rates for units designed to be lifted from the top, and or pieces insufficiently packaged to protect contents if handled by forklift, will be furnished on request.

	1-24 pcs.	25-50 pcs.	Over 50 pcs.
10,001-25,000 lbs.	$5.18	$4.34	$3.10
25,001-60,000 lbs.	$6.07	$4.87	$3.26

Rates apply when pieces are to or from one vessel for one consignee/consignor.
Rates for pieces over 60,000 lbs. furnished on request.

RULES AND REGULATIONS
ROLLING STOCK

DRIVEABLE ROLLING STOCK – DELIVERING DRIVER IS RESPONSIBLE FOR DRIVING OFF.

The minimum gate charge will be $209.73 per delivering carrier. (Driver Drive Offs)

75,000 lbs. and up……..	$642.40 each unit
50,000 lbs. up to 74.999 lbs...	$432.89 each unit
6,000 lbs. up to 49,999 lbs...	$326.75 each unit

Vehicles with steel treads will only be handled by LIFT-OFF as they cannot be driven on the terminal. (Rubber tread can be driven off)

Privately owned passenger vehicles or commercial passenger vehicles individually driven for delivery or receipt to or from a terminal facility.
Per unit ..……..$220.99

Handling Over Dimensional flat rack Cargo

Use of Container Crane to Deliver or Receive over dimensional flat rack cargo.
Rate includes all associated labor and equipment expense

One Crane lift	$5,513.89	
*Two Crane Picks	$4,057.42	Per unit
*Three Crane Picks	$3,560.73	Per unit
*Four Crane Picks	$3,317.29	Per unit
*Five Crane Picks	$3,170.38	Per unit

Crane lifts must also be performed same day and within a four-hour period.

SCHEDULE OF HOURLY EQUIPMENT RATES

SCHEDULE OF HOURLY AND PER LIFT EQUIPMENT RATES

Container Crane	$2,589.48
Straddle Carrier	$686.90
Top Loader (60,000 lbs.)	$443.44
Forklifts up to 10,000 lbs.	$66.81
Forklifts, 10,001 lbs. to 15,000 lbs.	$82.62
Forklifts, 15,001 lbs. to 25,000 lbs.	$146.21
Stacker, 35,000 lbs. capacity	$228.97
Hustler	$170.97
Flatbeds	$ 52.20
Empty handler	$441.97
Portable Lights per unit per day	$499.84

Daily rental charge – Containment platform
Unit (contains liquid cargo spills) $847.64 per day

Field / Lashing
Field Lashing or miscellaneous services – Cost plus 20%

SECTION III

RULES AND REGULATIONS

FREE TIME AND DEMURRAGE ON EXPORT CARGO

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1. COMPUTATION OF FREE TIME PERIOD

   Free time on export cargo shall commence at 12:01 a.m. on the day after the said cargo is received at the Terminal and terminate at 11:59 p.m. on the final day of Free Time. Consolidation time on export cargo shall commence at 12:01 a.m. on the day following the last day of Free Time and terminate at 11:59 p.m. on the final day of consolidation time.

2. SCALE OF DEMURRAGE CHARGES

   At the expiration of Free Time, or if consolidation time has been granted, the consolidation time period, Demurrage shall be assessed in accordance with the following rates and provisions.

   A. Breakbulk Cargo

      1st Period Demurrage:
      13 cents per 100 lbs. or 12 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the first five (5) calendar days after the expiration of Free Time. Minimum charge $45.00.

      2nd Period Demurrage:
      15 cents per 100 lbs. or 13 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days. Minimum charge $70.00.

      3rd Period Demurrage:
      21 cents per 100 lbs. or 14 cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day. Minimum charge $98.00 per day.

   B. Special Nature/Project Cargo – Heavy Lift (Breakbulk)
      Cargo must be delivered same day as discharge. In the event that does not happen a daily charge of $6,426.00 per piece will be assessed.

   C. Containers

   1. General cargo containers of all dimensions after the expiration of Free Time:

1 – 4 days	$222.00 per calendar day
5 – 9 days	$291.00 per calendar day
10 days and above	$507.00 per calendar day

2. Temperature controlled containers of all dimensions after expiration of Free Time:

1 – 3 days	$542.00 per calendar day
4 days and above	$776.00 per calendar day

3. Special Equipment, Platforms, Flatracks, Open tops, etc., of all dimensions after expiration of Free Time:

1 – 3 days	$426.00 per calendar day
4 days and above	$669.00 per calendar day

4. Tanks

1 – 3 days	$321.00 per calendar day
4 days and above	$559.00 per calendar day

D. Saturdays, Sundays and Holidays shall be included in computing Demurrage. No Demurrage shall be assessed after the vessel has commenced to load.

E. Except as otherwise provided in this section, Demurrage shall be for the account of the cargo.

F. When the Vessel for any reason fails to meet the announced date of sailing, any Demurrage accruing after such date shall be assessed in successive periods for the account of the Vessel until the Vessel commences to load.

G In the case of a vessel cancellation, cargo on Free Time, or if a vessel has been designated, cargo on consolidation time, on the announced date of sailing shall be subject to first period Demurrage assessed against the Vessel commencing on the day when the cargo was received at the Terminal and terminating on the said announced date of sailing unless the export shipper on or before that date has another Vessel designated for loading, removes the cargo from the Terminal, or elects storage if same is provided.

H. If the export shipper takes none of the action mentioned in Paragraph F. of this item, Demurrage charges in successive periods shall be assessed against the export shipper after the Vessel's liability for Demurrage has expired. Such Demurrage shall likewise terminate upon the export shipper's action as aforesaid. For cargo on Demurrage on the cancelled date of sailing, Demurrage shall continue for the account of the export shipper until such time as he takes one of said actions. In the event the export shipper has another Vessel designated, the provisions of 2.A. above shall apply, with the Free Time for the other Vessel commencing on the date that the export shipper has this other Vessel designated.

I. The announced date of sailing shall be that date(s) appearing in the Journal of Commerce or the Shipping Digest or any other appropriate publication of general circulation as, from time to time, may be designated in this schedule.

I. When the loading of cargo into a vessel is prevented by any factor immobilizing the pier facility or facilities in all or in part, such as weather conditions, strike or work stoppage of longshoremen or personnel employed by MTL or water carrier, cargo affected thereby shall be remain in Free Time or in Demurrage during the delay.

J. At the time export cargo is received by the pier facility a receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and shall identify the Vessel on which the goods are to move. The identification of the Vessel is made for the purpose of determining the application of the foregoing Paragraphs E. and I. of this section.

3. TRANSFER OF OWNERSHIP OF CARGO FOR EXPORT

The transfer of ownership of cargo for export after said cargo has been received at the Terminal shall not entitle such cargo to additional Free Time.

4. REMOVAL OF EXPORT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING INTO VESSEL

A. Subject to the provision of Item 4, if export cargo is not loaded into a Vessel and is, at any time, removed from the Terminal, the said cargo shall be subject to Demurrage rules and charges set forth above. Said charges shall be assessed from the day the cargo was received at the Terminal to the day of its removal therefrom. Redelivery gate charge $642.68 plus applicable grounding and mounting of $199.44 each way. Removal or install of a Hazardous placard on a container/unit, inclusive of necessary equipment to segregate and drayage to a secured location for mechanic to preform task will be charged a flat fee of $955.03. Placards included, except for specialty placards which must be overnighted to Maher for application.

B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by MTL as a consequence thereof.

C. If export cargo is removed from the Terminal and subsequently returns for vessel loading the redelivery gate charge and grounding and mounting charges will apply (see section A). Storage charges will be waived upon verification that the removed export booking loaded to Vessel.

5. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

A. Except as otherwise provided, Demurrage and other charges specified herein, shall be for the account of the cargo.

B. Demurrage and other charges shall be due and payable when service is provided.

C. MTL has the right to require payment in full of any and all such charges before such cargo leaves the Terminal.

6. EXPORT ON TERMINAL

A. Cargo which is not loaded on a vessel and remains at the Terminal beyond the expiration of Free Time, may be placed in public storage at any time thereafter, at the option of MTL and at the risk and expense of the cargo.

B. Cargo remaining on the Terminal in excess of 30 days, will be considered as abandoned and sold for collection of Demurrage charges due MTL. At the time of sale, MTL makes no representation of the cargo. All bids are based on a view by the bidders of these contents. All bids are final. Thirty (30) days prior to such sale, a registered receipted letter or e-mail of notice will be sent to either the carrier or the shipper of record. Acknowledgement by the carrier and/or the shipper of record prior to the timeframe mentioned above overrides all mentioned requirements for the sale of the cargo. Any monies received beyond the charges due, will be returned to the shipper/carrier if claimed within one year of the mailed notice. If the sale process is prohibited or fails in any way as determined solely by MTL, abandoned cargo may be scheduled for destruction and all transportation and destruction costs shall be borne by the carrier that issued the bill of lading for that abandoned cargo.

Notwithstanding the foregoing if MTL, in its sole discretion, shall determine that any cargo remaining on the Terminal beyond the expiration of free time is: (i) subject to spoilage and/or (ii) subject to rapid devaluation due to the passage of time, then in either of such events such cargo may, at the sole option of MTL, be considered abandoned as of the expiration of free time and may be sold at any time thereafter by MTL without notice to the owner of record.

Nothing contained in this paragraph shall require MTL to investigate the nature of cargo remaining on its terminal beyond free time, to take any special actions to preserve such cargo or to take any of the actions contemplated in this paragraph. Nothing in this paragraph shall accord to the owner of record of any other person any right or claim against Maher for taking any actions permitted in this paragraph, for not taking any such actions or for delaying in the taking of any such actions.

SECTION IV

RULES AND REGULATIONS

FREE TIME AND DEMURRAGE ON IMPORT CARGO

Until further notice MTL at its discretion may honor a Carrier's Demurrage provisions as published in its tariff. For any Free Time extension of ten (10) or more days, Demurrage will accrue from the expiration of Free Time at the third-tier rate. If the Carrier's tariff provisions are not acceptable or do not provide appropriate coverage, then this Schedule will apply. Any extended periods of Free Time granted by a Carrier's tariffs will be at the responsibility and liability of the Carrier and/or the Cargo.

1. FREE TIME PERIOD

   A. Breakbulk Cargo:

      Four (4) days Free Time will be allowed for the removal of import cargo discharged from vessels in the Port of New York, except that green coffee beans in bags and cocoa beans in bags will be allowed eight (8) days and no Free Time will be allowed on cargo which is of a special nature/project cargo as to require earlier removal because of local ordinances or other governmental regulations or because piers are not equipped to care for such property for such period, such as, but not restricted to:

      1. Cargo in bulk
      2. Oils and/or liquids in bulk, in ship's tanks
      3. Animals and birds, live
      4. Bullion and treasure
      5. Dangerous and hazardous cargo
      6. Jewelry, precious stones, etc.
      7. Refrigerated Cargo

   B. Containerized Cargo:

      1. General cargo containers:

         Four (4) Working Days Free Time will be allowed for the removal of containers discharged from Vessels.

      2. Refrigerated containers and special equipment:

         Two (2) Working Days Free Time will be allowed for the removal of containers discharged from Vessels.

3. Containers of green coffee beans in bags and cocoa beans in bags will be allowed eight (8) days Free Time. Demurrage will accrue from the expiration of free time at the second tier rate for one (1) day and then at the third tier rate forward.

4. MTL must be notified by the Carrier one day prior to the arrival of a Vessel for any cargo that is entitled to additional Free Time (in the case of Holidays and weekends, the last Working Day before).

2. COMPUTATION OF FREE TIME PERIOD

Following its discharge from a Vessel, Free Time on all import Cargo and Containers will commence upon the opening of the Terminal Gate on the first Working Day immediately following its first point of rest on the Terminal and TOS update with respect to that Container. In the event that such import Cargo or Container reaches its first place of rest on the Terminal and is updated in the TOS after the opening of the Terminal Gate on any Working Day, then Free Time for such cargo or Container will commence upon the opening of the Terminal Gate on the next Working Day. In either event, Free Time will expire on the last day of allotted Free Time as set forth in Section IV.1. For the avoidance of doubt, and subject to the foregoing and any exemptions, exceptions and interruptions contained in this Section IV, each Working Day shall count as a day of Free Time.

3. SCALE OF DEMURRAGE CHARGES

Except as may be otherwise provided, all Demurrage shall be for the account of Cargo and shall be due from the Terminal User as and when such Demurrage charges are incurred. All Demurrage Invoices shall be paid before, and as a condition of, delivery of such Cargo from the Terminal.

The following scale of Demurrage rates and provisions will apply to cargo remaining undelivered after the expiration of Free Time:

A. Breakbulk Cargo

1st Period Demurrage: 13cents per 100 lbs. or 12 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the first five (5) calendar days after the expiration of Free Time. Minimum charge $45.00.

2nd Period Demurrage: 15 cents per 100 lbs. or 13 cents per cubic foot, whichever is greater, per day, or fraction thereof, for the next five (5) succeeding days. Minimum charge $70.00.

3rd Period Demurrage: 21 cents per 100 lbs. or 14 cents per cubic foot, whichever is greater, per day, or fraction thereof, for each succeeding day. Minimum charge $98.00.

B. Special Nature/Project Cargo – Heavy Lift (Breakbulk)
Cargo must be delivered same day as discharge. In the event that does not happen a daily charge of $6,426.00 per piece will be assessed.

C. Containers:

1. General Cargo Containers of all dimensions after the expiration of Free Time:

1 – 4 days	$222.00 per calendar day
5 – 9 days	$291.00 per calendar day
10 days and above	$507.00 per calendar day

2. Temperature Controlled Containers of all dimensions after expiration of Free Time:

1 – 3 days	$542.00 per calendar day
4 days and above	$776.00 per calendar day

3. Special Equipment, Platforms, Flatracks, Open tops, etc., of all dimensions after expiration of Free Time:

1 – 3 days	$426.00 per calendar day
4 days and above	$669.00 per calendar day

4. Tanks

1 – 3 days	$321.00 per calendar day
4 days and above	$559.00 per calendar day

4. PAYOR STATUS CONFIRMATION

The payment of a Demurrage Invoice shall constitute an acknowledgement and confirmation by the payor (or the Person on whose behalf the payor has made payment) that (a) the Cargo against which such Demurrage has been assessed has been stored and has occupied space on and at the Terminal following its discharge from the Vessel described in the Demurrage Invoice, and (b) it (or the Person on whose behalf the payor has made payment) is (i) a Terminal User with respect to such Cargo, (ii) the Person for whose account MTL has stored the Cargo, and (iii) either the Consignee or other party responsible for payment of Demurrage with respect thereto. MTL shall be entitled to rely upon the correctness of such acknowledgement and confirmation as a basis for its agreement to deliver such Cargo following payment of its Demurrage Invoice from such payor.

5. CARRIER AND GOVERNMENT HOLDS

MTL's obligation to deliver Cargo following its receipt of payment of Demurrage and other charges relating to Services provided at the Terminal shall be subject at all times to the satisfaction and release of any and all government and Carrier holds against such Cargo.

6. BILLINGS QUESTIONS AND REQUESTS FOR REFUNDS, WAIVERS, ETC.

Any and all questions, concerns or disputes that any Terminal User or other Person has or may have with respect to a particular Demurrage Invoice or charge issued or assessed by MTL, including requests

for mitigation, waiver, or refund, shall be directed to MTL's customer service department at the email address: customersupport@maherterminals.com.

Any and all requests by a Terminal User or other Person for mitigation, waiver or refund of a Demurrage Invoice or Demurrage charges, based upon a *bona fide* billing dispute, shall be made to MTL in writing as soon as possible following the last date on which such Demurrage charges were incurred and, in no event, later than thirty (30) calendar days following (a) the Demurrage Invoice Date for refund requests on Demurrage payments previously made to MTL, or (b) the Demurrage Invoice Issuance Date for mitigation or waiver requests on Demurrage charges incurred but not otherwise paid to MTL as of the date of such request.

With respect to containerized Cargoes, all such requests shall include the following information and documentation:

(a) relevant Container and bill of lading number(s);
(b) the name and voyage number of the Vessel from which the Cargo was discharged at the Terminal;
(c) the name of the Common Carrier that issued the bill of lading for the Cargo;
(d) confirmation that there are no outstanding government or Common Carrier holds against the Cargo;
(e) the specific date(s) on which Free Time and/or Demurrage are being contested;
(f) the amount sought by way of mitigation, waiver or refund;
(g) the specific reason(s) for the requested waiver, mitigation or refund; and
(h) all documentation relied upon by the Terminal User or other Person in support of the requested waiver, mitigation or refund.

MTL's customer service team will endeavor to issue a decision on each submitted request for waiver, mitigation or refund of Demurrage charges paid or, if not paid, incurred, within two (2) Business Days of receipt of a completed submission as described above. If a decision cannot be made within two (2) Business Days, MTL will notify the Terminal User or other Person of the delay and its anticipated revised timeline for issuance of a decision.

7. UNDELIVERED CARGO

A. Cargo which is undelivered and remains at the Terminal beyond the expiration of Free Time, may be placed in public storage at any time thereafter, at the option of MTL and at the risk and expense of the cargo.

B. Cargo remaining on the Terminal in excess of 30 days, will be considered as abandoned and sold for collection of Demurrage charges due MTL. At the time of sale, MTL makes no representation of the contents of a container. All bids are based on a view by the bidders of these contents. All bids are final. Thirty (30) days prior to such sale, a registered receipted letter or e-mail of notice will be sent to either the carrier or the owner of record. Any monies received beyond the charges due, will be returned to the owner if claimed within one year of the mailed notice. Acknowledgement by the carrier and/or the owner of record prior to the timeframe mentioned above overrides all mentioned requirements for the sale of the cargo. If

the sale process is prohibited or fails in any way as determined solely by MTL, abandoned cargo may be scheduled for destruction and all transportation and destruction costs shall be borne by the carrier that issued the bill of lading for that abandoned cargo.

Notwithstanding the foregoing if MTL, in its sole discretion, shall determine that any cargo remaining on the Terminal beyond the expiration of Free Time is: (i) subject to spoilage and/or (ii) subject to rapid devaluation due to the passage of time, then in either of such events such cargo may, at the sole option of MTL, be considered abandoned as of the expiration of Free Time and may be sold at any time thereafter by MTL without notice to the owner of record. Nothing contained in this paragraph shall require MTL to investigate the nature of cargo remaining on its Terminal beyond Free Time, to take any special actions to preserve such cargo or to take any of the actions contemplated in this paragraph. Nothing in this paragraph shall accord to the owner of record of any other person any right or claim against Maher for taking any actions permitted in this paragraph, for not taking any such actions or for delaying in the taking of any such actions.

8. TRANSFER OF OWNERSHIP OF CARGO

The transfer of ownership of cargo after said cargo has been received at the Terminal shall not entitle such cargo to additional Free Time.

9. EXTENSIONS OF FREE TIME AND DEMURRAGE PERIODS

A. Cargo on Free Time and Demurrage:

In the event Terminal User should make application for delivery of the Cargo or portion thereof during Free Time, and MTL should be unable for any reason to make such Cargo available to the Terminal User (as a result of, for example, longshoremen's strikes, inclement weather, utilities interruptions, etc.), then Free Time will be extended for the duration of such inability to make the Cargo available. If the Terminal Gate is open for at least fifty-percent (50%) of any Working Day, such Working Day will count as Free Time. Cargo in Demurrage shall remain in Demurrage and applicable charges shall continue to accrue.

B. Delays in delivery – Carrier errors or omissions:

In the case of an error or omission, which was solely caused by the Carrier, its duly appointed agent or authorized representative, excluding MTL, and said action or inaction prevented the Terminal User from taking or effecting delivery of its Cargo, an appropriate adjustment to Demurrage may be made by MTL, provided, that, such errors and omissions are documented and recorded. The adjustment will be limited to a period of no more than 30 calendar days following expiration of Free Time. The adjustment will be limited to the chart below per day per dry Container for the said 30-day period. Thereafter, all cargoes remaining on Terminal will be assessed in accordance with the prevailing tariff in effect. Demurrage charges after the expiration of Free Time may be charged by following rates:

1 – 4 days	$222.00 per calendar day
5 – 9 days	$291.00 per calendar day
10 days and above	$507.00 per calendar day

10. MULTIPLE CONTAINER RULE

Applicable only on dry Containers provided all such Containers are from one Shipper to one Consignee, one port of loading to one port of discharge on one vessel and at least twelve (12) Containers are removed from the Terminal within the Free Time.

	Free Time
13 to 19 containers inclusive	5 days
20 to 25 containers inclusive	6 days
26 to 30 containers inclusive	7 days
31 and above	8 days

Demurrage will commence on the next business day after the expiration of Free Time.

Free Time request under the Multiple Container Rule received after 8 a.m. the morning before the start of a Vessel (in the case of holidays and weekends, the last Working Day before) will not qualify for the Multiple Container Rule.

11. MTL's LIEN RIGHTS

To the extent of its interest therein, each Terminal User grants MTL a general and continuing lien and security interest in, on and against any and all Cargoes and Containers which are in the possession, custody or control of MTL, or which subsequently come within its possession, custody and control of MTL, as security for the prompt payment of Demurrage and all other sums owed by such Terminal User hereunder. Such lien or security interest shall survive any delivery of such Cargoes and Containers from the Terminal, which delivery shall be deemed to be fully conditional and non-absolute until such time as all outstanding Demurrage and other sums are fully and finally paid by the Terminal User. MTL may assert and enforce the liens and security interests granted hereunder at any time and, in accordance with applicable law, may (a) hold and/or store such Cargoes and Containers, until payment is received in full, and/or (b) sell such Cargoes and Containers at public or private sale. Nothing contained herein shall be deemed to limit the application or enforcement of any maritime liens or other, non-maritime liens and security interests that MTL has or may have against such Cargoes, Containers or Vessels by operation of law or otherwise.

12. TRANSSHIPMENT CARGO

Transshipment cargo must be reported to the Terminal before the arrival of each Vessel. If no application is made at that time, Demurrage accrued after normal Free Time will be for the account of the carrier/cargo.

SECTION V

RULES AND REGULATIONS

FREE TIME AND DEMURRAGE ON EMPTY CONTAINERS/CHASSIS

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1. PURPOSE

   The purpose of this part is:

   A. To define and set schedule rates and rules applicable to circumstances resulting from the cessation of transportation services by a user of MTL's facility. Cessation may occur for any reason, including, but not limited to bankruptcy, discontinuance of service, acts of God, acts of Government, force majeure.

   B. To insure MTL receives a fair charge for the use of his facilities, labor and equipment, when containers, and/or chassis are not being used for commerce.

2. COMPUTATION AND NOTICE OF FREE TIME

   A. Free time on containers and/or chassis shall not be more than four (4) days and shall begin after notice has been mailed by certified mail or e-mail to the terminal facility users at their last known address, if known. Notice may also be given by publication in The Journal of Commerce.

   B. Notice shall set forth the fact that demurrage begins, the length of the first period and the time the second period of demurrage shall begin. The notice shall also set forth the conditions and the charges that must be paid before a container and/or chassis will be delivered.

   C. Free time on containers and/or chassis shall commence at 12:01 a.m. on the day after notice has been given the facility users or has been published in the Journal of Commerce.

3. SCALE OF DEMURRAGE CHARGES

   The following scale of demurrage rates and provisions will apply to the containers and/or chassis remaining undelivered after the expiration of free time:

   A. Empty containers of which no dimension exceeds 20 feet, or chassis for 20 foot containers, a charge of $106.55 each per day for the first (30) thirty calendar days after the expiration of free time and $214.48 each per calendar day per container and/or chassis thereafter.

   B. Empty containers exceeding 20 feet in length or chassis in excess of 20 feet in length, a charge of $160.34 each per day for the first (30) thirty calendar days after the expiration of free time and $322.50 each per calendar day per container and/or chassis thereafter.

4. EXTENSION OF FREE TIME AND DEMURRAGE

   When the consignee is prevented from removing his Cargo by factors beyond his control, such as longshoremen's strikes, trucking strikes, utilities interruptions, or weather conditions which affect the entire Port of New York area or a substantial portion thereof, Free Time will be extended for a corresponding amount of time. Demurrage will continue to be assessed during such period.

5. UNDELIVERED CONTAINERS AND/OR CHASSIS

   A. Containers and/or chassis, which remain at a terminal beyond the expiration of free time may be placed in public storage at any time thereafter at the option of MTL at the risk and expense of the containers and/or chassis and the terminal users.

   B. Containers and/or chassis remaining on the terminal in excess of thirty (30) days will be considered as abandoned and may be sold at public auction for collection of charges due MTL. Thirty (30) days prior to such sale, a registered letter of notice will be sent to the terminal users or MTL will take other reasonable steps to advise those terminal users of whose interest in the equipment he is aware. Net proceeds of such sale less expense will be held in a separate fund established by MTL out of which MTL shall be paid its charges. Monies received beyond the charges due MTL will be returned to the owner if claimed within one year of the mailed notice.

6. TRANSFER OF OWNERSHIP OF CONTAINERS AND/OR CHASSIS

   The transfer of ownership of containers and/or chassis after receipt at the terminal shall not entitle such containers and/or chassis to additional free time.

7. DELIVERY AND MOUNTING CHARGES

   On delivery the terminal facility users shall be charged for gate services, mounting of containers on chassis or flat bed trucks and segregating containers from stack as applicable.

8. RESPONSIBILITY FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES

   A. Demurrage and other charges specified herein shall be for the account of the terminal facility users.

   B. Demurrage charges shall be due and payable when service is provided

   C. MTL has the right to require payment in full of any and all charges before such containers and/or chassis are delivered from the terminal.

9. SCHEDULE OF RATES AND CHARGES

   A. Gate Charge…….. $191.26 per unit

   B. Mounting or grounding containers…...…… $199.44 each way

   C. Segregating of containers…… $243.86 per straight labor hour
   $361.53 per overtime labor hour
   $466.95 per mealtime labor hour
   Machine hour rate per schedule Page 15.

10. CONTAINERS AND/OR CHASSIS RECEIVED AT A TERMINAL PRIOR TO THE EFFECTIVE DATE OF THIS SECTION V

    All containers and/or chassis which have been received prior to, but still remaining at MTL on a terminal facility on March 17, 2010, shall be deemed to have been received, as noted in the MTL equipment inventory computer system, for the purpose of applying this Section V of this schedule, as of said date and free time will be allowed accordingly.

SECTION VI

RULES AND REGULATIONS

MISCELLANEOUS RATES

Line Handling

1. Docking/Undocking…….. $13,465.47 flat rate (In and Out)

2. Breakbulk Cargo:

   a. Stevedoring — Extra Labor Basis

   b. Terminal — $117.67 per 2,240 lbs. or 40 cf., whichever is greater.

3. Stevedoring of a 20′ or 40′ container loaded or empty to or from a cellular container vessel, and the related loaded and empty gate moves - $1,121.04 per unit. (Straight time only) This does not include NYSA/ILA assessments. Restows & Transshipments - $840.78 per unit.

   a. Overtime per gang hour — $3,765.00
   b. Meal hour per gang hour — $7,023.54
   c. Extra Labor per gang hour — $7,804.24 (plus equipment)
   d. Vessel detention per gang hour — $7,023.54
   e. Dockage billed in accordance with the Port Authority of New York/New Jersey's tariff dockage rates.
   f. Vessel lashing – Cost plus 15 %
   g. Reefer Terminal handling- $817.73
   (includes TCIR plug/unplug in yard, receive/deliver and 2 calendar days of electricity and monitoring for each unit)
   h. **Empty Container Storage**
   An empty storage allowance will be established based upon the following formula:

$$\frac{\text{Annual Throughput} \times 2}{2} = \text{free monthly empty container storage allowance in TEU days}$$

Any empty containers in excess of the free storage allowance will be charged at the rate of $5.20 per container day. The free monthly empty container storage allowance in a given month will be based on actual throughput volume in the previous month annualized.

i. **Out-of-Service Equipment**
Remaining on terminal in excess of 30 calendar days without approval from Carrier to proceed with necessary M&R work will be assessed a storage charge of — $5.11 per TEU day for every day in excess of 30 calendar days after the date of estimate

j. **Vessel Adjustment (Rollovers)**
resulting from the re-booking of export containers already received at Terminal

If vessel adjustments (rollover) is sent to Contractor at least one full business day prior to vessel; (i.e. by 1700 hours Thursday for Monday morning vessel) — $312.39 per container change (regardless of number of units re-handled)

If vessel adjustment (rollover) is sent to Contractor less than one full business day prior to vessel — $529.70 per container change (regardless of number of units re-handled)

k. Non-Vessel Related Gate Moves — page 29 section 10 a & b
i.e. terminations, one way containers, repositioning of empties, and any containers moving through the gate for off-terminal repairs by outside contractors

4. For services to be performed by MTL on request, for which there is no rate in the MTL Schedule.

Cost: $243.86 per straight labor hour
$361.53 per overtime labor hour
$466.95 per mealtime labor hour
Equipment hour rates per schedule Page 17

5. Conditions for charges for export containers received at MTL from Millennium Marine Rail:

A. Export containers received at MTL from Millennium Marine Rail that are not loaded to a vessel within 10 calendar days of receipt of the container (one-time charge) $366.63

B. Export containers sent EDI 204 or Millennium Marine Rail Customer Service Package Export Prelodge instructions must be valid with no discrepancies (one-time charge)…….. $327.32

C. Rail Unit – Apply placards to comply with Railroad regulations – Mechanic Labor & Materials (Specialty placards not included and have to be overnighted to Maher for application)

Straight time: $337.32
Over time rate: $413.51

Reefer Services

Daily charge for use of Reefer bank	$153.13
Pre-Trip Reefer charge per unit	$366.63
Daily Reefer monitoring charge	$115.71
Plug In or Unplug (per activity)	$128.22
Genset Mount/Dismount (per activity)	$244.08
Fueling Gensets-Per Unit (Fuel not included)	$61.14
Fueling Gensets- priced on a cost plus basis	
Request adjustment for Reefer temperature	$61.14
Cold Treatment Reefers	$177.40
Electric Usage - Daily charge	$99.83

TRUCKS REQUIRING MECHANICAL ASSISTANCE DUE TO BREAK DOWNS ON TERMINAL

Third party mechanic with a TWIC card	$253.59 per occurrence
Third party mechanic without a TWIC card	$507.18 per occurrence

SECTION VII

RULES AND REGULATIONS

VESSEL OPERATIONS AND CARGO HANDLING AGREEMENT
(IN ABSENCE OF INDIVIDUALLY NEGOTIATED AGREEMENT)
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1. PURPOSE

The purpose of this part is:

A. To define and set rules, terms and conditions applicable to circumstances where MTL shall stevedore a vessel and/or receive, store and release cargo in conjunction therewith when a separate written agreement with the carrier operating the vessel does not exist, has lapsed or is otherwise not applicable for any reason, including, but not limited to bankruptcy, establishment of a new service or discontinuance of service.

B. To avoid ambiguity as to the rights and obligations of MTL and a carrier-vessel operator where no written agreement exists between MTL and the carrier-vessel operator.

2. DISCLAIMER: Nothing contained in the following rules, terms and conditions shall in any way modify or limit any rights MTL may have to apply and exercise any maritime or other liens that may exist under law (or which are set forth elsewhere in this Marine Terminal Schedule) and/or that may be applied against any vessel, component of a vessel (including cargo containers) or cargo.

3. RULES, TERMS AND CONDITIONS

This **AGREEMENT** will apply where no fully executed agreement exists between the carrier (herein "**CARRIER")**, or vessel operator (herein "**CARRIER**"), and **MAHER TERMINALS LLC** (herein "**CONTRACTOR**") as stated above.

SECTION 1: UNDERTAKINGS AND CONSIDERATIONS

1. For and in consideration of the covenants, undertakings and conditions herein described, it is mutually agreed between the parties hereto that **CONTRACTOR** will perform and **CARRIER** will pay for each service to its vessels or containers as provided for in the attached rate schedules, which constitute an integral part of this **AGREEMENT**, at **CONTRACTOR'S** terminal in Port Elizabeth, New Jersey (the "Marine Terminal"), for full and empty containers, and satellite facilities for empty containers (the "Empty Depot"), to be loaded on or discharged from container vessels owned, chartered, and/or operated by **CARRIER**, or operating in any vessel or space sharing agreement, upon the terms, conditions and provisions provided herein for

the **CARRIER'S** Service calling the Port of New York/New Jersey (the "Port"). **CONTRACTOR'S** Marine Terminal and the Empty Depot together constitute the "Terminal."

2. The regular or normal working day for both stevedoring and terminal operations shall consist of eight (8) hours from 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m., and the regular or normal working week shall consist of forty (40) hours made up of five (5) regular or normal working days from Monday through Friday, inclusive, except legal holidays as specified by the NYSA-ILA Agreement, hereinafter referred to as "straight time hours". Any other time in excess of the regular or normal working hours mentioned shall be considered overtime.

3. All employees or laborers employed in the performance of services under this **AGREEMENT** shall be employees of **CONTRACTOR**, or its subcontractors, at all times and not of the **CARRIER** unless provided for otherwise**.**

SECTION 2: STEVEDORING AND TERMINAL SERVICES

1. As specified in the attached Rate Schedule, **CONTRACTOR** will provide the following services for the vessels carrying **CARRIER'S** containers:

A. Berthing facilities for the container vessels of the **CARRIER** in Port Elizabeth, New Jersey;

B. All necessary labor and container gantry crane or cranes to handle containers and hatch covers of vessels;

C. All necessary labor and container handling equipment to transport **CARRIER**'S containers to and from the yard and vessel;

D. All necessary labor and supervision to perform the stevedoring operations;

E. Clerks to perform clerical functions;

F. Labor for handling of lines for docking and undocking of vessels. Costs associated to linesmen ordered, but not utilized due to weather conditions are the responsibility of the **CARRIER**;

G. Lashing costs occurring on overtime shifts as well as those associated to additional manning requirements will be the responsibility of the **CARRIER**;

H. The planning and stowage of containers in accordance with prestow instructions of **CARRIER**; and,

I. Prepare and furnish to **CARRIER** appropriate container stowage plan and related documents, including container weights, refrigerated cargo, hazardous and non-containerized

cargo and exception lists, prior to vessel's departure, and refrigerated cargo and hazardous cargo lists are to be provided to the vessel prior to loading such cargo.

2. If after the commencement of work the **CONTRACTOR'S** employees are prevented from working through no fault of the **CONTRACTOR,** the entire duration of all gang detention lasting ten (10) minutes or more per occurrence will be charged at the detention rate on a per gang basis. Repeated similar type detentions of less than ten (10) minutes caused by the **CARRIER** and occurring more than three (3) times per vessel are for **CARRIER'S** account and will be charged at the detention rate on a per gang basis.

3. In the case of work interruption caused by the breakdown of one or more cranes, there will be no straight time charge to **CARRIER** during that guarantee period. Overtime differential charges, if any, during that guarantee period, are for **CARRIER'S** account. In such case, **CONTRACTOR** reserves the right to discontinue operations until repairs are completed. If **CARRIER** requests standby beyond the guarantee period when the breakdown occurred, all standby costs, both straight time and overtime will be for the account of the **CARRIER**. In any event, all overtime differential charges during the breakdown period and while the vessel is working, are for **CARRIER**'s account.

4. **CARRIER** and **CONTRACTOR,** if necessary, will support each other's efforts to introduce new technology that will enhance the operation. It is understood that such new technology may replace technology specifically provided for under this **AGREEMENT**.

SECTION 3: LANE AND YARD SERVICE

CONTRACTOR will provide during straight time hours:

1. Labor, supervision, and equipment to perform yard services, and receiving and delivery of loaded and empty containers through the container lanes as referenced in the Rate Schedule.

2. Labor and supervision to inspect containers either in the lanes or via remote video equipment for all containers entering or exiting the terminal through the automated container lanes and to record the condition of the container. Roadability under the Federal Highway Act and the Federal Motor Carrier Safety Regulations continues to be the responsibility of the trucking representative, the chassis provider and/or the Intermodal Equipment Provider.

3. Labor, supervision and scale to weigh export container loads and reject overweights. The **CARRIER** in its capacity as container operator shall provide the

CONTRACTOR with the Gross Mass for each export laden container to be loaded as verified by shipper ("VGM") in accordance with SOLAS regulation VI/ 2 within the agreed cut-off times. If the **CARRIER** does not provide the **CONTRACTOR** with the VGM, **CARRIER** authorizes **CONTRACTOR** to use the weight determined by **CONTRACTOR** at its in gate which **CARRIER** and **CONTRACTOR** shall adopt for all purposes as the VGM as if determined by **CARRIER**. **CARRIER** understands and acknowledges that **CONTRACTOR** shall determine the VGM by weighing the tractor, chassis and laden container and deducting the estimated weight of the tractor and chassis using standardized tractor/ chassis weights available to **CONTRACTOR** to determine the VGM of the laden container. **CONTRACTOR** will not load any export laden container without a VGM. The **CONTRACTOR**, at no additional cost to **CARRIER**, shall provide the Master of the vessel with a final stowage plan (BAPLIE version 2.2 or newer if available) showing a confirmation for each container that VGM has been obtained. The **CONTRACTOR** shall not be obliged to verify if the VGM provided by **CARRIER** or calculated by **CONTRACTOR** is correct and assumes no liability for the loading of a container with an incorrect VGM.

4. **CARRIER** authorizes **CONTRACTOR** to honor manifests, dock receipts, delivery orders or information electronically transmitted in mutually agreeable formats relating to cargo and containers for which **CONTRACTOR** performs service. Import containers shall be electronically freight released by the **CARRIER** or its representative to the **CONTRACTOR** for delivery. **CONTRACTOR** shall screen hazardous cargo documents to ensure compliance with applicable law and regulations.

5. Preparation and electronic transmission to **CARRIER** of documentation incidental to the receipt and delivery of containers and cargo. Documentation shall include daily equipment status report, receiving and delivery records, all retrievable electronically when required by the **CARRIER**. The vessel stowage plan shall be delivered to the vessel upon completion of cargo work. Upon **CARRIER'S** request, **CONTRACTOR** will cooperate with **CARRIER** to provide an EDI stow plan.

6. **CONTRACTOR** will only receive **CARRIER'S** export and empty containers at the Marine Terminal booked for the first scheduled vessel per service.

SECTION 4: DEMURRAGE, FREE TIME, TRUCK LOADING

1. Free time and demurrage for import and export full containers and loose cargo shall be governed by the regulations and rates contained in the Maher Terminals Schedule 010599 in effect and filed with the Federal Maritime Commission ("Contractor's Schedule") or any future revisions to Contractor's Schedule. Resulting charges for demurrage shall be collected and retained by **CONTRACTOR**. All demurrage associated to abandoned cargo shall be collected and retained by the **CONTRACTOR** for the **CONTRACTOR'S** account**. CONTRACTOR** has the right to suspend accepting demurrage guarantees from the **CARRIER** if the **CARRIER'S** account becomes past due. In the event of a conflict between this **AGREEMENT** (including attached schedules) and Contractor's Schedule, this **AGREEMENT** shall prevail.

2. All revenues for services provided in connection with the loading and discharging of railroad cars, lighters, barges, scows, and motor truck carriers, and any other service provided for in the Terminal Schedule shall be collected and retained by **CONTRACTOR**.

SECTION 5: WATCHING SERVICE

1. **CONTRACTOR** will provide twenty four (24) hours per day unarmed watching service.

2. In the event increased Local, State and/or Federal Maritime security requirements result in further increased security costs for the **CONTRACTOR, CARRIER** will not unreasonably withhold approval of a terminal security fee, whether for physical or cyber security.

SECTION 6: OBLIGATIONS OF CARRIER

1. Engage **CONTRACTOR** during the term of this Agreement, as its exclusive contractor in the Port for the performance of any and all of the services enumerated herein in connection with all container stevedoring and terminal services provided for **CARRIER'S** services calling the Port.

2. In receiving services from the **CONTRACTOR**, the **CARRIER** shall comply with this **AGREEMENT** and all applicable laws; observe applicable safety rules and regulations; and act in accordance with any lawful and reasonable directions given from time to time by the **CONTRACTOR** within the scope of this **AGREEMENT**.

3. To promptly remove its vessel from berth, weather permitting, upon request of **CONTRACTOR** if the vessel has completed loading and/or discharging and berth is required by **CONTRACTOR**.

4. Before operations commence, to provide **CONTRACTOR**, via EDI transmission, with all necessary information, instructions and forms covering vessel and container, including container load plan, loading, discharging, stowage, vessel's trim, reefer temperature control, humidity settings, hazardous containers, condition of containers, cargo requiring special handling and marking, routing, manifests, and billing instructions to enable **CONTRACTOR** to provide efficient and economical service;

5. To submit to **CONTRACTOR** all necessary documents pertaining to the discharge and loading of vessels as soon as possible but in any case not later than three (3) full normal working days prior to arrival of vessel;

6. To deliver export FCL containers and documentation at the Terminal not later than one (1) full normal working day;

7. To provide hazardous and label cargo lists pursuant to International, Federal and Local regulations and to arrange that such cargoes be delivered to Terminal not more than forty-eight (48) hours prior to arrival of vessel. **CARRIER** must ensure that all hazardous cargo containers are properly placarded in accordance with existing IMDG International Maritime Dangerous Goods Code and/or U.S. Department of Transportation and/or Coast Guard regulations, for which the **CONTRACTOR** will verify the proper placarding in accordance with the applicable regulations. **CONTRACTOR** shall not handle hazardous cargo that is prohibited by law;

8. To provide three (3) weight categories (light, medium, heavy), as determined by the vessel operator, for the receiving and handling of export loads and to stevedore vessels within these weight parameters;

9. To sign the NYSA/ILA Labor Agreement and/or be a member of the United States Maritime Alliance (USMX) for the period covered by this **AGREEMENT** and to pay the prevailing tonnage assessments and container royalties which may be due under those labor agreements;

10. Any and all costs for services to be provided by the **CONTRACTOR** will be paid in advance of labor being ordered and said services being arranged.

11. To limit its receiving of empty containers at **CONTRACTOR'S** Marine Terminal to only those empties specifically booked for loading to the first scheduled vessel per service. Empty containers not specifically booked for loading to **CARRIER'S** vessel may be received at **CONTRACTOR'S** designated satellite facility; and

12. To remit any funds assessed by the Port Authority of New York & New Jersey or any other governmental agency with jurisdiction against cargo or containers. As party to this **AGREEMENT**, **CARRIER** acknowledges and confirms that they are directly responsible for payment of any such funds.

SECTION 7: RESPONSIBILITY FOR DAMAGE OR LOSS

1. The **CONTRACTOR** shall be liable for loss of or physical damage to the vessels and their equipment and appurtenances as well as containers and for loss of or physical damage to cargo, including loss of cargo overside, through the negligence of the **CONTRACTOR**, its employees, agents or servants, provided that **CONTRACTOR'S** attention is called to such loss or damage as soon as practicable but in case of damage to vessel, such notice must be given prior to vessel's departure. With respect to claims for loss or damage to cargo, the liability of the **CONTRACTOR** will be limited to physical damage or loss caused by the negligence of the **CONTRACTOR**, its employees, agents or servants and to such claims that result from fraud or breach of trust on the part of employees, agents or servants of the **CONTRACTOR** engaged in the delivery, receiving and watching of such cargo.

2. Containers furnished by the **CARRIER** for loading and/or unloading will be sound, watertight, seaworthy and in compliance with all legal and statutory safety standards. All containers and hatch covers to be hoisted must have **ISO** fittings. The **CARRIER** agrees to inspect the stowage of containers to ensure adequacy of stowage prior to the vessel's departure.

3. It is mutually agreed that the **CONTRACTOR** will not be responsible for:

   a. Claims due to spoilage to perishable goods carried in containers, unless the **CONTRACTOR** failed to render the services customarily required for such cargo, under proper information from the **CARRIER**;

   b. Loss of or damage to containers and/or cargo where it is found that the container is damaged, has holes, sprung doors, broken seals or locking devices, unless such damages to container are caused by the negligence of **CONTRACTOR**;

c. Loss of or damage to cargo in containers found upon discharge not to have been properly blocked, chocked and/or secured;

d. **CARRIER'S** clerical errors or omissions in the dispatch of the cargo; and

e. Loss of, or damage to, containers and/or cargo caused by a force majeure as defined in Section 10 hereof.

4. The **CARRIER** agrees to set forth its Bill of Lading a provision which will effectively make available to the **CONTRACTOR** all rights, protections and limitations of liability available to the **CARRIER** under the Carriage of Goods by Sea Act of the United States including but not limited to the $500 package limitation. The **CARRIER'S** Bill of Lading shall contain a proper "Custody Clause" (Period of Responsibility Clause) which will protect the **CARRIER/CONTRACTOR** from the time the goods are received at the port of loading until delivered at the port of discharge.

5. **CARRIER** expressly agrees that should such Bill of Lading provisions not extend the application of the COGSA defenses to the **CONTRACTOR**, the **CARRIER** will indemnify **CONTRACTOR** for those sums that it is liable for over and above the limitation of liability defenses.

6. When **CARRIER** accepts cargo on an *ad valorem* basis, the **CONTRACTOR** shall not be responsible for increased liability unless **CARRIER** gives written notice in advance to the **CONTRACTOR** in sufficient time for the **CONTRACTOR** to provide special handling and/or supervision; and extra charges therefore shall be agreed upon between the parties at the time such notice is given. Such notice shall include a description of the quantity, nature and location of the goods.

7. Except as may otherwise be explicitly provided herein, in no case shall one party to this Agreement be liable to any other party to this Agreement for special, indirect, exemplary, punitive or consequential damages suffered by such other party to this Agreement.

8. **CONTRACTOR** and **CARRIER** agree to use reasonable efforts to give prompt written notice to one another of any loss, damage, injury, death, delay or other incident that may give rise to a claim under this Agreement, as soon as it is practicable to do so under the circumstances. However, any notice of claims not submitted in writing within 3 months of the occurrence shall be time barred by either the **CONTRACTOR** or **CARRIER** and as such not

considered for reimbursement. The Parties agree and understand that the three (3) month notice requirement shall apply and control in any legal action that may be taken as a result of such loss, damage, injury, death, delay or other incident giving rise to a claim under this Agreement, and the lack of having provided the required written notice may be raised as a defense in any such legal action. The Parties shall reasonably cooperate in exchanging information and evidence as may be required in the defense of cases filed by third party plaintiffs.

SECTION 8: INSURANCE

1. The **CONTRACTOR** shall maintain insurance coverage and furnish to the **CARRIER** certificates of insurance as set forth below:

   a. Workers' Compensation Insurance for its employees as required by applicable Federal and State Laws.

   b. Comprehensive General Liability Insurance in the amount of $20,000,000 for bodily injury.

   c. Liability Insurance for loss of or physical damage to vessels, chassis, containers and cargo in the amount of $20,000,000.

2. Whenever **CARRIER** through its agents, employees or servants invite or permit persons who are not employees of the **CARRIER** to enter Terminal premises or board vessels at the Terminal, the **CARRIER** agrees to defend, indemnify and hold harmless the **CONTRACTOR** from and against any and all claims, demands, actions, suits, proceeding costs, expenses, damages and liability, including attorney's fees, arising out of, connected with or resulting from said persons being permitted on the Marine Terminal premises or on board vessels.

3. **CARRIER'S** vendors will not be permitted access to **CONTRACTOR's** Marine Terminal without first signing **CONTRACTOR'S** Terminal Access Agreement and comply with all of the insurance requirements thereof.

4. **CARRIER** shall maintain insurance coverage and furnish to the **CONTRACTOR** certificates of insurance as set forth below:

   a. Workers' Compensation Insurance and insurance for liabilities arising under the Jones Act for its employees. Workers' compensation insurance shall have statutory limits as required by applicable Federal and State Laws. Jones Act Insurance shall have limits in an amount of not less than $20,000,000 for each occurrence.

b. Comprehensive General Liability Insurance in the amount of $20,000,000 for bodily injury with an endorsement for terrorism.
c. Liability Insurance for loss of or physical damage to property in the amount of $20,000,000 with an endorsement for terrorism.
d. Auto Liability insurance to cover any owned, leased, borrowed or otherwise used by the **CARRIER'S** or its agents' employees in the amount of not less than $2,000.000.

The above insurance policies shall remain in full force and effect and shall not be cancelled, allowed to lapse or allowed to expire without at least 30 days' prior notice to the Risk Management Department of **CONTRACTOR.**

SECTION 9: FORCE MAJEURE

Should unusual conditions occur, without any negligence or fault of the **CONTACTOR,** including without limitation, damage or destruction to premises or facilities, including vessels or containers, by fire, flood, riot, earthquakes, wind gusts, tidal wave, explosion, Acts of God, the public enemy or other casualty, or should the operation by the **CONTRACTOR** be suspended, abated, prevented, or impaired by reason of war, war-like operations, seizure, marine casualty, Governmental decree of regulation, strikes or other labor disputes, lockout or other work stoppage or by reason of any other condition beyond the control of **CONTRACTOR** or vessel so as to render the Terminal wholly or partially untenable or unfit for use or so as to make it impractical for the vessel or **CONTRACTOR** to make reasonable or full use thereof, then **CONTRACTOR** may suspend or reduce services without responsibility for any claim by **CARRIER** and/ or others arising out of such service suspension or reduction. Under such circumstances or otherwise, **CARRIER** will have the right to operate at a terminal other than the Terminal.

SECTION 10: OVERTIME AND MEAL HOUR

Overtime and meal hour time in the CY and Lanes, when worked at the specific request and authorization of the **CARRIER** in writing, will be charged and paid at the rates set forth in the Rate Schedule. Vessel overtime, ILA deadtime in overtime or for meal hour, please refer to Rate Schedule.

SECTION 11: EXTRA LABOR

Whenever **CONTRACTOR** is requested in writing by the **CARRIER** to supply extra labor and/or equipment, charges will be made as provided in Rate Schedule attached hereto.

SECTION 12: PENALTY WAGES FOR HANDLING OF DISTRESSED CARGO

Whenever penalty wages are to be paid pursuant to the provisions of the NYSA/ILA Agreement, such additional penalty costs shall be charged to the **CARRIER** in addition to the rates applicable in Rate Schedule together with the costs of protective accessories, gear and equipment at the rates contained in Rate Schedule.

SECTION 13: ADJUSTMENTS

1. The composite increase or decrease in labor elements pursuant to the applicable NYSA/ ILA and MMMCA/ ILA collective bargaining agreements such as wages, fringe benefits, payroll related items, assessments, taxes and insurance, coupled with non-labor elements governed by changes in the annual Consumer Price Index (CPI) shall provide the basis for the adjustment to all rates contained in this **AGREEMENT**. In the event that there are multiple adjustments to the ILA wages and/ or benefits in a twelve month period between October 1 and September 30, then those adjustments shall apply when they are effective under the applicable collective bargaining agreement.

2. Seventy percent (70%) of the container rate shall be subject to a labor cost increase or decrease. The remaining thirty percent (30%) of the container rate shall be subject to adjustment as per CPI Northeast Region as published annually by the U.S. Department of Labor.

3. All other rates shall be subject to an increase or decrease of one hundred percent (100%) of the combined net effect of the percentage between labor and non-labor costs.

To offset the significant increase in fuel prices **CONTRACTOR** may assess a fuel related surcharge for each throughput handled at its facility. Such a fuel surcharge will be supported by a U.S. East Coast fuel price index published by the Department of Energy (East Coast #2 Diesel Retail Sales by All Sellers) WWW.EIA.GOV/PETROLEUM/GASDIESEL/.

SECTION 14: SAFETY REGISTERS AND CERTIFICATES

It is expressly understood that in the event any vessel fails to comply with the provisions of Public Law 91-596 (OSHA) or fails to have on board any other certificates required by law, all charges and penalties arising out of such failure shall be for the account of the **CARRIER**. **CARRIER** will ensure that its employees, servants, sub-contractors and agents follow the health and safety regulations and instructions in place on the Terminal by the **CONTRACTOR**.

SECTION 15: ROADABILITY REPAIRS AND MAINTENANCE AND REPAIRS

CARRIER agrees to engage **CONTRACTOR** for all roadability repairs performed at the terminal upon **CARRIER**'s containers, as per terms, conditions and rates mutually agreed upon. **CARRIER** further agrees that it will engage only **CONTRACTOR** for any other repairs or maintenance performed at the Terminal and that **CONTRACTOR** will follow **CARRIER'S** instructions for such repairs.

SECTION 16: TERMINAL PREMISES RULES AND REGULATIONS

To ensure safety and security **CONTRACTOR** has promulgated regulations governing persons and equipment on the Terminal and the **CARRIER** agrees to cooperate in enforcing such regulations with respect to its agents, employees, servants, contractors, guests and invitees.

SECTION 17: PERIOD OF AGREEMENT

This **AGREEMENT** is effective with the receiving of the first cargo for **CARRIER'S** vessel or prior to ordering any labor for **CARRIER'S** vessel and will remain in full force until a separate agreement with the **CARRIER** has been fully executed by all parties.

SECTION 18: FORUM SELECTION

Any dispute arising under and in connection with this **AGREEMENT** shall be determined by the courts located in the State of New Jersey, both State and Federal. The **CARRIER** states that it is not its intention to bind **CONTRACTOR** to the forum selection clause in any of its bills of lading pursuant to cargo which moves through the Terminal.

SECTION 19: ENTIRE AGREEMENT

This **AGREEMENT** contains the entire understanding between the **CARRIER** and **CONTRACTOR** and supersedes and replaces any written or verbal prior agreement, representation, understanding, quotation or response to tender, or except for as expressly provided for herein any standard terms or conditions of the **CONTRACTOR**, including any terms or conditions printed on the documents of the **CONTRACTOR**. The **CARRIER** and **CONTRACTOR** agree that neither Party has entered into this **AGREEMENT** in reliance upon any representation, warranty or statement made by the other Party which is not set out or referred to in this **AGREEMENT**.

SECTION 20: MODIFICATION OF AGREEMENT

This **AGREEMENT** may be amended, modified or supplemented at any time by mutual consent expresses in writing by the parties hereto.

SECTION 21: REPRESENTATION

Both parties shall, at all times, comply fully with all applicable laws and regulations issued by any authority having jurisdiction. Both parties expressly warrant that the individual executing this **AGREEMENT** on its behalf is a duly authorized representative of the party and has full authority to execute this **AGREEMENT** on the party's behalf.

SECTION 22: CONFIDENTIALITY

The parties agree not to make use of or disclose to third parties any and all data concerning and information and/or any terms contained herein without first securing the written consent of the other party, except where such data is required by authority of law.