

**TEXAS TERMINALS
TERMS & CONDITIONS**

TABLE OF CONTENT

SUBJECT	ITEM	RULE	SUBRULE
Section One: Terms & Conditions			
Abbreviations	100	34	1
Definitions	105	34	2
Section Two: Terms & Conditions			
Reporting of Collisions	110	34	3
Fire Alarm	115	34	4
Cargo Statements	120	34	5
Berth Applications	125	34	6
Dockage	130	34	7
Water	135	34	8
Shed & Wharf Hire	140	34	9
Refrigerated Containers	145	34	10
Stencils	150	34	11
Receive & Deliver in/out	155	34	12
Receive & Deliver wheel units	160	34	13
Special Services	165	34	14
Free Time/Storage	170	34	15
Loading/Unloading Cargo	175	34	16
Appln. of Wharfage	180	34	17
Appln Loading/Unloading Rates	185	34	18
No Direct Discharge	190	34	19
Handling Charges	195	34	20
Line Handling	200	34	21
Berth Cleaning	205	34	22
Security Fee	210	34	23
Terminal Railcar Fee	215	34	24
Vessel's Cooperation	220	34	25
Fuel surcharge	225	34	26
Disabling Of Vessel	230	34	27
TWIC Escort fee	235	34	28
Limitation of Liability	240	34	29
Consequential Damages	245	34	30
Hot Work In vicinity of Wind Turb	250	34	31
Vessels and cargo remaining	255	34	32
Dock/Wharf damage	260	34	33
Indemnity	265	34	34
Himalaya Clause	270	34	35
Jurisdiction	275	34	36
Claims	280	34	37

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION ONE

SUBRULE 1: ABBREVIATIONS

100

The following abbreviations are used in this document:

(I)	Increase
(R)	Reduction
(C)	Change in wording which results in neither an increase or decrease
(N)	New or initial matter
(E)	Exception to General Change
\$	U.S. dollars
¢	U.S. cents
%	Percentage
'	Foot (feet)
"	Inches
&	And
.	Degrees
/	Or
.	Times (Measure to weight ratio factor)
-x	Cancelled -apply provisions as provided

SUBRULE 2: DEFINITIONS

105

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

CONTAINER: The term "container" as used in this tariff means a fully enclosed re-usable container used for the purpose of transporting packaged, loose or bulk articles and constructed in a manner that will permit handling from either side by fork-lift and/or crane equipment.

DAY: Unless otherwise specified, a day shall be considered as a twenty-four hour period, or fraction thereof, beginning with twelve o'clock midnight.

DOCKAGE: A charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or for mooring to a vessel so berthed.

FREE TIME: The maximum period of time allowed to a vessel for assembly of cargo, or for the removal of inward cargo from the premises, without assessment of wharf demurrage.

HEAVYLIFTS/OVERWEIGHTARTICLES: Any Piece or Package 40,000 lbs. or over. For Applicable Charges See Item 200

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION ONE

SUBRULE 2: DEFINITIONS (Cont'd)

105

HOLIDAYS: As applied within this tariff, the "holidays" includes the following named days:

New Year's Day
President's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Holidays falling on Saturday will be observed on preceding Friday while those falling on Sunday will be observed the following Monday.

OVERTIME: TERMINAL: Any work performed on Sundays or holidays or after 1700 or before 0800, Mondays through Fridays, or during meal periods 1200 - 1300.

VESSEL OPERATIONS: Any work performed on Sundays or holidays or after 1900 or before 0700, Mondays through Saturdays, or during meal periods 1300 - 1400.

PALLETS: The term "pallet" when applicable in this tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with forklift trucks and without damage to the cargo.

RECEIVING/DELIVERING AND HANDLING: Receiving or Delivery means handling any commodity received or forwarded in railroad cars or trucks from a point of rest to a railroad car or truck, or from a railroad car or truck to a point of rest. Subsequent handling of freight from a point of rest constitutes an additional handling subject to handling charges provided in this tariff for Receiving/Delivering. Receiving/Delivery of handling does not include the transferring of a commodity from one wharf to another wharf.

SHED AND/OR WHARF USE HIRE: A charge assessed against a vessel for loading or discharging cargo, and utilizing wharf shed or sheds and/or wharf for the assembly or distribution of 100 tons or more of such cargo, will be assessed a shed and/or wharf use hire charge. **SHIPSIDE:** As used in this tariff, the term "shipside" means the location of cargo within reach of ship's tackle or in berth space, in accordance with customs or practices.

SHIPSIDE: As used in this tariff, the term "shipside" means the location of cargo within the reach of ship's tackle or in berth space, in accordance with customs or practices.

STRAIGHTTIME: TERMINAL: Wage scale applicable to work performance during the hours: 0800 to 1200 / 1300 to 1700, Except: Saturdays, Sundays and holidays, as defined.

VESSEL OPERATIONS: Wage scale applicable to work performance during the hours: 0700 to 1300 & 1400 to 1900, Except: Sundays and holidays, as defined.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION ONE

SUBRULE 2: DEFINITIONS (Cont'd)

105

TERMINAL CHARGES: A charge applying to imported passenger automobiles, trucks, and buses, moving directly from vessel to designated point of rest other than a wharf or transit shed.

TON: Subject to specific exception, the term "ton" as used in this tariff refers to a unit of weight of 2,000 lbs.

TRANS SHIPPED CARGO: Cargo landed from a vessel and reloaded on a vessel without being removed from the wharves.

UNITIZED: The term "unitized" when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed, or packaged to permit free access of fork-lift truck tines.

VESSEL: Any ship, tug, towboat, packet, barge, lighter, or other water craft, self-propelled or nonself-propelled.

WHARF DEMURRAGE: Charges as published in this tariff, assessed against cargo remaining on wharves, in the warehouses or in transit sheds, or on open wharves beyond the limit of free time allowed, and commencing with day following expiration thereof. Such charges do not include cost of handling to or from place of storage.

WHARFAGE: A charge on any commodity placed in a transit shed or on a wharf, or passing through, over, or under a wharf; or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not wharf is used. It does not include sorting, piling, weighing, handling, insurance, custom charges, revenue stamps, or fees, or any nature imposed by the State of Federal Government against the shipments or vessels transporting them.

SUBRULE 3: REPORTING OF COLLISIONS

110

In the event of a collision between two vessels or between a vessel and any wharf, dock, or pier, written report of such collision shall, within twenty-four hours be furnished the Terminal Manager by the pilot and by the master, owner or agent of said vessel, as well as the owner, agent or operator of said dock or facility, provided that in the case of a minor collision where a vessel is under way and proceeding to the open sea, there being no need of repair, said report may be mailed by the master of said vessel from the next port which it passes, and provided further that, in all cases of collision, report to an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 4: FIRE ALARM

115

In the event of fire occurring on board any vessel in the terminal, except vessels under way, such vessels may sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at the dock to which the vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitute for, but may be used in addition to, other means of reporting a fire. The words, "prolonged blasts" used in this rule shall mean a blast of from four to six seconds.

SUBRULE5: CARGO STATEMENTS REQUIRED

120

(A) All vessels, their owners and agents, using Texas Terminals wharf shall present certified copies of manifest, including all changes and supplements thereto, of cargo loaded or unloaded on forms and in the manner prescribed by its Terminal Management. Certified copies of manifests on inward cargo shall be presented not later than 1 day before arrival of vessel at wharf.

Certified copies of manifests on outward cargo shall be presented not later than 5 days after sailing.

(B) Vessels, their owners, agents and masters, and all other Users of the facilities, shall be required to permit access to manifests of cargo, railroad documents for the purpose of audit for ascertaining the correctness of reports files; or securing necessary data to permit correct estimate of charges.

SUBRULE6: BERTH APPLICATIONS AND CONDITIONS

125

All steamships, or their owners or agents, desiring a berth at the wharf shall make application for berth at least 14 days in advance or immediately upon making a booking with customers who have cargo then at the terminal or then scheduled to arrive at the terminal. Berth applications must specify the date of docking, sailing, and the nature and quantity of cargo to be handled; application for berth to be made to the Terminal Management.

Whenever there are other ships or barges awaiting to load or unload cargo at the dock, and there is in the Terminal Management judgment (after full consideration of all factors) the need for the ship or barge already in berth to work overtime to minimize further congestion and delay, such ship or barges, their owners or charters will work such overtime at their own expense when requested to do so by the Terminal Management. Any ship or barge, her owners or charterers, refusing to work overtime at her owners or charterers expense, shall at their expense, vacate the berth on order of the Terminal Management.

The berth shall then be assigned to the next waiting vessel or barge in turn whose owners or charterers are agreeable and willing to work cargo on overtime. The vessel or barge ordered to vacate a berth for refusing to work cargo on overtime will be reassigned to berth ahead of other waiting ships or barges.

(A) when willing to work overtime or

(B) next, when in the opinion of the Terminal Management, there is no further need for overtime work. (C) Any ship or barge, her owners or charterers, failing to timely vacate its berth when so ordered shall be subject to payment of additional dockage charges. "Overtime work" for the purposes of this item shall be work performed at times within the definition of "overtime".

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 6: BERTH APPLICATIONS AND CONDITIONS (Cont'd)

125

Priority of Terms. With respect to work undertaken on behalf of Vessel Interests, the Confirmation of Acceptance of Berth Application and these Tariff provisions constitute the complete agreement for the rendition of services to the Vessel by Texas Terminals. In the event of a conflict in interpretation, these Tariff provisions govern.

SUBRULE 7: DOCKAGE ON VESSELS

130

A. Charges: Dockage on all vessels will be determined by multiplying the Length Overall (LOA) in feet, by the rate in cents per foot, to establish the dockage charge per 24 hour day.

- (1) After the first period of twenty-four hours, any period of berth occupancy of twelve hours or less will be billed at one-half of that day's rates.
- (2) Dockage assessment for the fourth and each succeeding twenty-four hour period will be at 75% of applicable rates set out above for uninterrupted berth occupancy.
- (3) Long-term dockage rates will be handled in each case by case basis, upon application in advance.

SUBRULE 8: WATER

135

Water will be supplied to vessels through hoses provided by the vessel per 1000 gallons including a Hook up charge.

SUBRULE 9: SHED & WHARFAGE USE HIRE

140

One (1) Day Dockage Charge will be assessed.

SUBRULE 10: REFRIGERATED CONTAINERS

145

Refrigerated Containers will be charged per day for hook-up, electrical usage and monitoring services.

SUBRULE 11: MARKING OR REMARKING OF FREIGHT

150

a) General Provisions:

All services provided herein apply to weights at time of loading or unloading. Each service will be performed one time only per package, unless more times are required, in which case the charge shall apply each time the service is performed. Shipper must furnish: (1) any rubber stamp required which is in excess of 4" by 6"; and (2) the stamps, hook tags or gummed labels, and stencils.

b) Additional charges for stenciling

If stencils are not furnished by the shipper but are furnished by the Freight Handler, there will be an additional charge.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 11: MARKING OR REMARKING OF FREIGHT (Cont'd)

150

e) Additional charges for killing marks

Charges for killing marks will be the same as for stenciling. If marking or the killing of marks is to be performed after cargo is in a place of rest, a re-handling charge based on the unloading charge for the commodity will be made for the re-handling which will be in addition to the marking or killing of marks charge.

**SUBRULE12: RECEIPT AND DELIVERY INTO AND OUT OF GROUND POSITION IN YARD
PARK OR EMPTY PILE**

155

A Throughput Charge will be accessed for the following:

- (1) Loaded Containers, Import: Unload from stevedore trailer into yard park and load to road carrier trailer, including inspection/interchange of container and chassis:
- (2) Loaded Containers, Export: Unload from road carrier trailer into yard park and load to stevedore trailer, including inspection/interchange of container and chassis:
- (3) Loaded containers received for export redelivered to road including inspection/interchange of container and chassis:
- (4) Empty Containers: From/to vessel from/to yard park per Unit
From road to yard park, including inspection/interchange of container and chassis per Unit.

Empty containers, when ordered by specific container number will be charged additional per unit except other than standard dry containers.

**SUBRULE 13: RECEIPT AND DELIVERY INTO OR OUT OF YARD PARK OR EMPTY PILE AS
WHEELED UNIT**

160

A Throughput Charge will be assessed for the following:

Loaded Containers: Receipt or delivery, including inspection/interchange of container and chassis.
Loaded containers received for export, redelivered to road including inspection/interchange of container and chassis.

SUBRULE 14: SPECIAL SERVICES

165

(A) Any labor or material required for special services not covered in the Texas Terminals L.P. tariff shall be provided at actual cost plus twenty percent, or flat rate prices will be quoted by the Party providing services upon application.

(B) Opening and Closing of Cases, Cartons, Crates, Boxes, Bags or Other Packages for U.S. Government Inspection:

To furnish freight handlers and to assist U.S. Department of Agriculture and U.S. Customs in opening and/or closing packages for the purpose of facilitating U.S. Government inspection, such services will be charged for on the following basis:

Per U.S. Customs or U.S. Department of Agriculture Entry

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 14: SPECIAL SERVICES (Cont'd)

165

For excess of one hour, charges will be billed on the one-hour basis for each such additional hour or portion thereof.

Any labor and/or equipment used in moving cargo in order to accomplish inspections will be billed under the provisions of Paragraph A.

(D) Opening and Closing of Containers for U.S. Government Inspection

To furnish freight handlers and equipment to assist U.S. Department Agriculture and U.S. Customs in opening and or closing containers for the purpose of facilitating U.S. Government inspection, such services will be charged for on the following basis:

Per U.S. Customs or U.S. Department of Agriculture Entry

For excess of one hour, charges will be billed on the one hour basis for each such additional hour or portion thereof.

Any labor and/or equipment used in moving containers in order to accomplish inspections will be billed under the provisions of Paragraph A.

SUBRULE 15: FREE TIME AND WHARF DEMURRAGE

170

(A) Computation

(1) Saturdays, Sundays and holidays will not be excluded in computation of free time and wharf demurrage.

(2) Any fractional part of twenty-four (24) hours will be counted as one Day.

(3) Any fractional part of one ton (2,000 lbs.) will be computed as one ton.

(4) On Inbound cargo, free time commences following day after vessel completes discharge. Wharf demurrage applies after expiration of free time period, terminating day next preceding removal of cargo from wharves or premises.

(5) On Outbound cargo, free time commences after cargo is unloaded and placed on wharves or premises in an assigned berth. Wharf demurrage applies after expiration of free time period, terminating the day next preceding commencement of loading of vessel to which cargo is assigned and subsequently loaded. Cargo remaining on wharves or premises after sailing of vessel to which assigned will be subject to computation of free time and wharf demurrage from initial placement on such wharves or premises, and wharf demurrage together with all other related charges accrued against such remaining cargo shall be charged to the cargo until the day next preceding its removal from wharves or premises.

B. Assessment of Charges:

(1) Wharf demurrage will be calculated for period property remains on wharves and premises of Texas Terminals.

(2) On cargo remaining on wharves in excess of 30 days, charges will be invoiced by individual bill of lading lots and will be billed at end of calendar month, or more frequently, if deemed desirable. A final invoice will be issued on removal of property.

(3) Minimum charge will be assessed

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE15: FREE TIME AND WHARF DEMURRAGE (Cont'd)

170

(C) Free Time:

Inbound Cargo: Fourteen (14) days after cargo is discharged from vessel and placed on wharves or premises in an assigned berth.

Outbound Cargo: Fourteen (14) days after cargo is unloaded and placed on wharves or premises in an assigned berth.

Charges assessed against cargo remaining on wharfs, in warehouses or in transit sheds beyond the limit of free time allowed, and commences the day following the expiration thereof. Such charges do not include the cost of handling to or from place of storage.

(E) Option of Movement to Storage:

Upon expiration of free time, Texas Terminals at its option, may move, or cause to be moved, cargo from its transit facilities to licensed public storage. Transfer charges to storage will be assessed at the applicable rate.

(F) Free Time/Wharf Demurrage for Empty Containers:

Empty containers, whether on chassis or grounded in the yard park, shall be charged wharf demurrage according to the following formula: Sum of daily empty inventory for the month/sum of all empty moves (gate and vessel) for the month = Average Utilization Days.

Any time Average Utilization Days for the month exceeds 7.0 days, wharf demurrage will be applied according to the following formula:

Sum of all empty moves (gate and vessel) x 7.0 days = Maximum Free Utilization Days.

Sum of daily inventory for the month -Maximum Utilization Days = Days Owed.

Days Owed x Rate = Empty container wharf demurrage for month.

(G) Free Time/Wharf Demurrage for Loaded Containers

Export and transshipped loaded containers shall be stored free of charge for fourteen (14) days including weekends and holidays. Free time shall begin with the first 07:00A.M.after the receipt of the loaded container.

Import loaded containers shall be stored free of charge for fourteen (14) days including weekends and holidays.

After expiration of free time, any container 20', 40' or over in length up to 40' in length will be charged a fee per day including weekends and holidays.

EXCEPTIONS:

(H) Rules and Charges During Water Front Strike or Work Stoppage of Water Front Labor (Not Applicable on Cotton and Cotton Linters) When due to a general water front strike or work stoppage of water front labor engaged in handling cargo, and cargo is not removed from wharves or transit shed within the free time period, the cargo will be allowed additional free time equal to but not in excess of the duration of such interference. Cargo which has exceeded the free time period and accruing storage at the time such interference begins will be assessed wharf demurrage at the rate shown in Paragraph F and G during such interference.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 16: LOADING, UNLOADING AND HANDLING OF CARGO

175

(A) Service included in Loading-Unloading Rates

Rates named herein cover only the labor and clerical expense incident to unloading or loading freight and receiving from or delivering same to steamship agents, sealing cars, stacking freight unloaded, except as otherwise provided, reporting seals and condition of freight to party for whose account handled and bracing or stacking freight loaded.

(B) Charge for Special Service

Cargo will be accepted at the rates named in this tariff for loading and unloading in the regular course of business only. All cargo will be handled in the order of its receipt, so far as conditions or circumstances will permit.

All overtime or work on Saturdays, Sundays and Holidays will be performed at 1½ times the rate for straight time work. Any overtime requested which requires payment of double time will be performed at double time rates. Additionally, payment of minimum guarantees and/or dead time for labor at cost plus twenty percent will be the responsibility of the party requesting overtime service.

The party responsible for ordering or canceling overtime service must make the proper arrangements with the party responsible for handling the cargo prior to 4:30 p.m. each day.

(C) Special Service Charge for Handling Damage Free Equipment Whenever the party assigned responsibility of loading and unloading is required to unload rail cars or trucks, vans, or trailers designated as DF (damaged free) vehicles, there will be a charge per ton of 2,000 pounds in addition to the loading and unloading charge named herein as compensation for work performed in handling bracings which are part of the vehicles.

(D) Charges for Loading of Cargo in or on Care or Trucks Requiring Special Construction, Bracing and Staking Loading of cargo requiring special construction, bracing and staking in accordance with instructions and orders, which instructions and orders must be delivered prior to the loading operation, will be loaded at the rates specified herein to which will be added the cost of all material plus fifteen percent for purchasing and handling, and the cost of labor preparing material for application plus twenty percent.

(E) Storage and handling charges, and charges for services rendered do not include cargo insurance coverage. Cargo Interests must maintain sufficient cargo insurance coverage for any cargo loaded or discharged by Texas Terminals, stored in Texas Terminals' warehouse, or otherwise subject to Texas Terminals' care or custody. Further, Cargo Interests agree to name Texas Terminals as an additional insured under said cargo insurance policy(ies), with a waiver of subrogation, and to provide Texas Terminals with a certificate of insurance evidencing Texas Terminals' status as an additional insured.

(F) With respect to work undertaken on behalf of Cargo Interests, these Tariff provisions, and benefits and protections afforded Texas Terminals under applicable bills of lading constitute the complete agreement for the rendition of services relating to the Cargo by Texas Terminals. In the event of a conflict in interpretation, these Tariff provisions govern.

SUBRULE 17: APPLICATION OF WHARFAGE

180

(A) Charges per agreements shall be assessed on any commodity placed in a warehouse, transit shed or on a wharf, passing through, over or under a wharf.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 17: APPLICATION OF WHARFAGE (Cont'd) 180

(B) Rates Applicable to Damaged Shipments

The loading or unloading of damaged freight will be at double the regular established car loading/unloading rates whenever called upon to pay double rates for labor.

(C) Wharfage Earned When Placed Upon Wharf

Cargo shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected whether or not eventually loaded on a vessel.

(D) Empty Containers

Empty Containers will be assessed wharfage at rates specified herein based on actual weight of such containers.

(E) Loaded Containers

Loaded Containers will be charged wharfage at rates specified herein based on weight of products only providing gross and tare weights are shown on documents requesting handling.

SUBRULE18: APPLICATION OF LOADING AND UNLOADING RATES 185

Rates, charges and regulations relating to loading and unloading are maximum allowable rates which may be assessed.

SUBRULE 19: CARGO UNABLE TO BE DIRECT DISCHARGED AS REQUESTED 190

When receiver requests direct discharge from vessel to truck and due to cargo size or handling or circumstances beyond control of the terminal cargo must land on dock, receiver will be charged and be liable for a charge per 2000 lbs. in addition to wharfage charges.

SUBRULE20: HANDLING CHARGES 195

All Handling Charges are in cents per 100 lbs. and apply to all shipments at actual weight, except as otherwise noted in agreed upon charges. Minimum Handling Charge for vehicles and for all other commodities will be assessed. All Wharfage Charges are in cents per 2,000 pounds and apply to all shipments at actual weight, except as otherwise noted in agreed upon charges. All charges are for the account of the cargo. All commodities received by or loaded to railcar will be charged per 2000 pounds in addition.

In addition to the handling charges, all cargo will incur underhook to place of rest charges.

SUBRULE 21: LINE HANDLING CHARGES 200

BASIC SERVICE RATES LINE HANDLING

Mooring and Unmooring Vessels: Charges apply each way.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 22: Charge for Berth Cleaning

205

A. Charge

1. A charge will be assessed on each vessel loading and/or discharging cargo on, to or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, on open wharves and in transfer of cargo across, from or to wharf apron, but not including such other areas used by Texas Terminals permission, assignment or lease.

SUBRULE 22: Charge for Berth Cleaning (Cont'd)

205

2. A charge will be assessed on each vessel loading and/or discharging 500 tons or less of cargo on, to or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, on open wharves and in transfer of cargo across, from or to wharf apron, but not including such other areas used by Texas Terminals permission, assignment or lease.

B. Shifting

Cleaning charge will be assessed for the call of a vessel at any wharf of wharves operated by Texas Terminals in the course of a single voyage. No additional charge will be assessed when vessel is shifted from one wharf to another.

C. Excessive or Unusual Cleaning

When cleaning required to restore vessel assignment to normal condition exceeds that cleaning which would usually attend to the cargo loaded or discharged, Texas Terminals shall order the work performed and charge the User the cost plus 10% in addition to the charges set forth above.

SUBRULE 23: PORT SECURITY FEE

210

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33CFR 105, Texas Terminals will assess against and collect from all users of Texas Terminal premises, services, or facilities, a Port Security Fee as set forth herein. Such fee, in the amounts set forth below, shall be in addition to any other fees and charges due under this and other governing tariffs:

Vessels (including, without limitation, barges):

Eight percent (8.50%) of total dockage to be assessed per port call on all cargo per port tariff.

Texas Terminals shall have all of the rights and remedies provided in this tariff and other governing tariffs for failure to pay amounts due Texas Terminals in the event any user fails to timely pay the Port Security Fee set forth herein and, in addition, Texas Terminals may require from said User a deposit estimated to cover such fees in advance of using port premises, services or facilities, and/or deny service to said User until said deposit is made and/or all prior amounts due are paid.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 24: TERMINAL RAILCAR FEE 215

All railcars received into Texas Terminals will be charged a fee per car in addition to a storage charge accessed per day.

SUBRULE 25: VESSEL CO-OPERATION 220

Any vessel which does not follow instructions of Texas Terminals' operating staff in regards to shifting along dock and other such operational matters will incur a fine from \$1000.00 up to \$10,000.00 as determined by management.

SUBRULE 26: FUEL SURCHARGE 225

Freight handlers will collect a fuel surcharge on all cargo that is subject to loading and unloading charges published in this Tariff in accordance with the following schedule.

1. The fuel surcharge is determined by the weekly average national retail price of diesel fuel published by the Department of Energy. The fuel surcharge is the percentage in effect on the day of loading or unloading of the freight.
2. The applicable percentage will be applied to freight handlers' invoiced loading and unloading charges.
3. The fuel surcharge is to be assessed in addition to all other applicable loading and unloading charges.

The fuel surcharge will not be applicable to cargo that is self-driven or self-sustaining.

SUBRULE 27: DISABLING OF VESSEL 230

All vessels must obtain approval from Texas Terminals LP prior to disabling the vessel. If the vessel disables the engine or winches and cannot shift when required by Texas Terminals, the ship will pay a fee per hour until able to shift.

SUBRULE 28: TWIC ESCORT FEE 235

Any visitor/carrier/contractor wishing to have access to the Texas Terminals facility that does not possess a TWIC card will be required to have a TWIC escort and will be billed a rate of \$60.00 per hour for that escort.

SUBRULE 29: Limitation of Liability 240

Texas Terminals' liability for loss or damage to cargo during loading or discharge operations, or storage, or while in Texas Terminals' care or custody is limited to \$500.00 per package or customary freight unit (if cargo is loaded in a container, Texas Terminals' liability is limited to \$500.00 per container), unless a higher value is declared on the face of the ocean bill of lading or to Texas Terminals in writing before cargo loading, discharging, storage or other handling services by Texas Terminals are undertaken. In that event, Texas Terminal may charge higher rates for such services in accordance with this Tariff.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 30: Consequential Damages 245

No consequential damages. Notwithstanding any contract or Tariff term to the contrary, under no circumstances is Texas Terminals liable for consequential or indirect damages relating to or arising out of services rendered, including but not limited to: lost profits; loss of use; business interruption; supply chain interruptions; or exemplary or punitive damages.

SUBRULE 31: Hot Work in the Vicinity of Wind Turbine Generator Equipment 250

If Texas Terminals performs hot work at the request of vessel or cargo interests to secure or release wind turbine generator equipment, the party requesting such services agrees to defend, indemnify and hold Texas Terminals harmless for losses, damages, or claims of any kind that occur as a result of such work, regardless if caused by Texas Terminals' negligence or other culpability.

SUBRULE 32: Vessels and Cargo Remaining After Free Time 255

Vessels and Cargo remaining after allowed free time are subject to charges set forth in this Tariff. Texas Terminals may, on notifying the person on whose account the Cargo is held and any other person known to claim an interest in the Cargo, require payment of any charges and removal of the goods from the warehouse at the termination of the period of storage set forth in the storage agreement. If the Cargo is not removed within thirty days after the notice, Texas Terminals may sell the Cargo in accordance with Texas Business & Commerce Code Sec. 7.210.

SUBRULE 33: Dock/Wharf Damage and Delays 260

Vessels Interests are responsible for all losses, delays and damages suffered by Texas Terminals as a result of physical damage to Texas Terminals' docks/wharves during mooring operations. Vessel Interests are also responsible for all delays and damages incurred by Texas Terminals as a result of Vessel Interests or Vessel's violation of federal, state and port security, pollution or maritime requirements or regulations.

Texas Terminals does not warrant safety of its berths under any circumstances.

SUBRULE 34: Indemnity 265

Vessel interests using Texas Terminals' facilities and/or employing Texas Terminals' services shall defend, indemnify, release, and hold Texas Terminals harmless from and against all suits, actions, claims and demands for injuries to, and/or deaths or illness of persons in the employ of vessel, arising from or relating in any way to the performance of the work hereunder, regardless of how such personal injury, death or illness is caused, even if caused by the negligence, whether sole or concurrent, or active or passive, or other legal fault, including strict liability, of Texas Terminals.

Cargo interests using Texas Terminals' facilities and/or employing Texas Terminals' services shall defend, indemnify, release, and hold Texas Terminals harmless from and against all suits, actions, claims and demands for injuries to, and/or deaths or illness of persons in the employ of cargo, arising from or relating in any way to the performance of the work hereunder, regardless of how such personal injury, death or illness is caused, even if caused by the negligence, whether sole or concurrent, or active or passive, or other legal fault, including strict liability, of Texas Terminals.

**TEXAS TERMINALS
TERMS & CONDITIONS**

SECTION TWO

SUBRULE 35:HimalayaClause

270

Texas Terminals claims the benefits and protection of each applicable Bill of Lading's Himalaya clause, and Vessel and Cargo Interests acknowledge that Texas Terminals is entitled to such benefits and protection. Under no circumstances is Texas Terminals is liable for damages which could not have been avoided by the exercise of reasonable care.

SUBRULE 36: Jurisdiction

275

Exclusive jurisdiction and venue for all disputes between the parties is in the state district courts of Harris County, Texas. U.S. maritime law governs all such disputes; Texas law applies where inconsistent.

SUBRULE 37: Claims

280

Any and all claims for Cargo damage allegedly caused by Texas Terminals must be submitted within 90 days of loading or discharging, as applicable, with full supporting documentation, failing which such claims are forever waived. Any suit relating to such claims must be commenced within 12 months of loading or discharging, as applicable, failing which such claims are time-barred.