

RIDLEY TERMINALS INC



TERMINAL SERVICES TARIFF

For

RIDLEY TERMINALS INC
PO Bag 8000, 2110 Ridley Road
Prince Rupert, BC, V8J 4H3
Canada

PORT OF PRINCE RUPERT, BC, CANADA

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NOTICE:

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

Table of Contents

SECTION I: CONVERSION EQUIVALENCY	3
SECTION II: LIMITATION OF LIABILITY	4
RTI RULES AND REGULATIONS	5
SECTION III: RECOGNIZED HOLIDAYS	5
SECTION IV: SCHEDULE OF RATES AND FEES	6
EXTRA LABOUR MAN-HOUR RATE	6
EQUIPMENT HIRE RATES - Manned	6
TERMINAL SERVICES	7
VESSEL & BARGE SERVICES	8
TRAIN HANDLING SERVICE CHARGES	9
SECTION V: GENERAL TERMS & CONDITIONS	11
FREE TIME PERIOD	11
STORAGE CHARGES	11
UNDELIVERED CARGO	11
RESPONSIBILITY FOR PAYMENT OF CHARGES	12
OTHER CONTRACTUAL TERMS MAY GOVERN	12

SECTION I: CONVERSION EQUIVALENCY

Meter = 3.2808 feet

Kilogram = 2.4046 pounds

Liter = 0.2642 U.S. gallons

Metric Tonne = 1000.0 kilograms
= 2204.6 pounds
= 1.1023 short tons (2000 pound ton)
= 0.9842 long tons (2240 pound ton)

Cubic Meter = 1000.0 liters
= 33.315 cubic feet
= 0.8830 measurement tons (40 cubic feet)
= 220.0 gallons (Imperial)
= 27.50 bushels (Imperial)
= 6.290 barrels (42 U.S. gallons)

SECTION II: LIMITATION OF LIABILITY

It is a condition of the use of the Terminal and performance by RTI of the services referred to in this Tariff that:

- (a) RTI, its officers and employees shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by delay in loading, unloading, receiving, delivering or handling any goods, cargo or railcars arising from any cause whatsoever, including but not limited to negligence or willful misconduct of RTI.
- (b) RTI, its officers and employees shall in any event be entitled also to the same exceptions, exemptions, restrictions and limitations of liability provisions of all contracts of affreightment as are set out in the carrier's favour in any bill of lading or similar document relating to the goods in question.
- (c) In any legal or other proceeding in which destruction, damage, loss or disappearance of the goods is in issue, the burden of proving the fact of such destruction, damage, loss or disappearance, the cause thereof, and the responsibility therefore, will lie always with the claimant; RTI, its officers and employees being at all times presumed to have exercised due care in the custody and handling of the goods until the contrary is specifically proved by evidence. This clause will not apply where prohibited by statute.
- (d) In the event the Terminal User is not the carrier of the cargo to be handled by RTI, the Terminal User expressly agrees that all rights, exceptions, exemptions, restrictions and limitations of liability provisions contained in the involved carrier's applicable bill of lading shall inure to the benefit of RTI. The Terminal User agrees that in no event shall RTI have any liability in excess of that of the carrier respecting loss or damage of cargo and agrees to hold RTI harmless from and indemnify it against any liability incurred by RTI in excess of that of the carrier respecting loss or damage to cargo.
- (e) Notwithstanding any liability or alleged liability of RTI under this Tariff or otherwise, owners, shippers, consignees, carriers, cargo or vessel interests, and any other persons responsible for charges under this Tariff shall not be entitled by reason of any such liability or alleged liability to any deduction from, reduction of, set-off against or waiver of any such charges payable under this Tariff or any RTI Fee Document, all of which shall be paid in full as and when due.
- (f) RTI, its officers and employees that the exclusions, exemptions and limitations of liability set forth and referred to above are cumulative and are in addition to and not in substitution for or in limitation of any other clauses excluding, exempting or limiting liability as set forth in this Tariff or any other exclusions, exemptions or limitations of liability upon which RTI may rely at law or in equity.

RTI RULES AND REGULATIONS

All users of the Terminal are bound by the Ridley Terminals Inc Rules and Regulations, published at www.rti.ca, and acceptance of these Rules and Regulations is deemed to be when Users access, arrive, berth, deliver cargo, or use the Terminal.

SECTION III: RECOGNIZED HOLIDAYS

RTI recognizes all Statutory Holidays as defined by Collective Agreement:

1. New Years Day – January 01
2. Good Friday – Friday before Easter Sunday
3. Easter Monday – Monday after Easter Sunday
4. Victoria Day – Third Monday in May
5. Canada Day – July 01
6. B.C. Day – First Monday in August
7. Labour Day – First Monday in September
8. Thanksgiving Day – Second Monday in October
9. Remembrance Day – November 11
10. Christmas Day – December 25
11. Boxing Day – December 26

The only non-working period throughout the year is a declared 24 hour period in recognition of Christmas Day. This period is subject to cancellation based on terminal discretion.

SECTION IV: SCHEDULE OF RATES AND FEES

All rates and fees are expressed in Canadian Dollars and are exclusive of the Goods and Services Tax (HST/GST). Customers shall, in addition, pay to RTI all HST/GST for goods and services provided by RTI when required by law. Charges are made in full hour units. Charges expressed within are subject to change at the sole discretion of RTI and are valid and enforceable once published.

EXTRA LABOUR MAN-HOUR RATE

- | | |
|---------------------|------------------------------|
| 1. Regular Day Rate | \$97.50 per hour per worker |
| 2. Holiday Day Rate | \$130.00 per hour per worker |

EQUIPMENT HIRE RATES - Manned

- | | |
|--------------------------------------------|-------------------|
| 1. Dump Truck | |
| a. 12 cubic yard Tandem Dump Truck | \$177.50 Per Hour |
| b. 20 cubic yard Articulated Rock Truck | \$252.50 Per Hour |
| 2. Road Grader | |
| a. Champion Road Grader | \$252.50 Per Hour |
| 3. Vibrating Compactor | |
| a. CAT CS56 | \$252.50 Per Hour |
| 4. Hydraulic Excavator | |
| a. 10 tonne (i.e. EX100 or CAT 310) | \$217.50 Per Hour |
| b. 20 tonne (i.e. EX200 or CAT 320) | \$252.50 Per Hour |
| c. 45 tonne (i.e. EX450 or CAT 345) | \$411.50 Per Hour |
| 5. Steel Tracked Bulldozer | |
| a. Caterpillar D9T | \$337.50 Per Hour |
| b. Caterpillar D10T | \$411.50 Per Hour |
| 6. Water Truck | |
| a. Tandem Axle 3,000 gallon | \$217.50 Per Hour |
| 7. Rubber Tired Front End Loaders | |
| a. Caterpillar 980H Front End Loader | \$297.50 Per Hour |
| b. Caterpillar 980C Front End Loader | \$252.50 Per Hour |
| c. Caterpillar 246C Skid Steer | \$177.50 Per Hour |
| 8. Crane Trucks | |
| a. Single Axle Truck mounted Hiab Crane | \$247.50 Per Hour |
| b. Single Axle Truck mounted Stinger Crane | \$247.50 Per Hour |

9. Fork Lift

- a. 6,000 lb Rubber Tire Lift Truck \$157.50 Per Hour

Other equipment may be available from a rental fleet, subject to availability, mobilization and demobilization charges, at rates to be agreed on a case-by-case basis. Equipment hire is for on-site services only operated by RTI employees and only by arrangement with RTI.

TERMINAL SERVICES

1. GROUND STORAGE OF CARGO:

- a. Arranged by mutual agreement in writing or stipulated by contract prior to transfer of Cargo for Storage.
b. Charge: \$1.80 per metric tonne per month if not so stipulated by contract.

2. ADDITION OF WATER TO CARGO:

- a. Charge: \$0.08 per metric tonne for addition at Railcar Dumper
b. Charge: \$0.08 per metric tonne for addition at Vessel Loading

3. BLENDING OF CARGO:

- a. Available either at time of receipt or at time of delivery depending on the availability of equipment and subject to agreement by RTI.
b. Charge: \$10,000 per hour for every hour or part thereof.

4. CRUSHING AND SCREENING OF CARGO:

- a. Available upon request and subject to equipment availability.
b. Charge: based on current market rates for service requested.

5. FRESH WATER

- a. For Vessel moored in the Terminal berth
b. Charge: \$108.00 per metric tonne
c. Potable water is NOT available as of 01-Jul-2011.

6. VESSEL PROVISIONING:

- a. For Vessel moored in the Terminal berth, delivery schedule must be advised 24 hours in advance of vessel arrival and agreed to by RTI.
b. Charges must be guaranteed on account or paid in advance of service.
c. Charge: \$450.00 based on minimum 3 hour charge for provision of Driver and 6,000lb Forklift to move vessel stores from on-site delivery truck to closest location at vessel gangway.
d. Charge: \$100.00 minimum for removal of packaging materials left behind from vessel stores delivery.
e. Service time over 3 hours charged at labour plus equipment rate in whole hours for every hour and part thereof as per rates in SECTION IV.

- f. Excessive garbage charges will be assessed on a case-by-case basis by RTI based on their sole discretion.
- g. Dangerous Goods of any kind and ship garbage will NOT be accepted by RTI.

VESSEL & BARGE SERVICES

1. BERTHAGE:

- a. Charge: \$5.80 per linear meter overall of the vessel/barge per 8 (eight) hour period
- b. Time shall commence upon Vessel/barge berthing (first line) and shall cease at the Vessel's departure (last line) from the Berth.
- c. Vessel Party shall indicate the linear Length Overall (LOA) in meters in the Berth Application based on the Lloyds Registry LOA.

2. LINE HANDLING:

- a. Charge: \$3,000.00 per vessel or barge call

3. BERTHING TUGS

Note that berthing tugs must be arranged and paid by Vessel Agent directly with SMIT Marine and charges are subject to change according to SMIT Marine issued tariff.

- a. Docking/Undocking: \$0.534 per Vessel Deadweight Tons (DWT)
- b. Line Boat Service: 5% of the Vessel DWT charge
- c. Vessel Shifting: \$2,000.00 per hour per tug
- d. Vessel Holding: \$856.00 per hour per tug
- e. Tug Standby Delay: \$856.00 per hour per tug
 - i. Tug assisted berthing requires 24 hours advance and 12 hours final notice.
 - ii. Tug assisted departure requires 24 hours advance and 4 hours final notice.
 - iii. Tug time for berthing or departure includes a 2 hour allowance to provide service. Any time over 2 hours is counted as standby time at the prevailing tug standby rate above.
 - iv. Cancellation of tug service after final notice is subject to a cancelation fee of 4 hours at hourly rate for each tug.
 - v. Emergency callout time is 2 hours.

4. SECURITY FEES:

- a. Charge: \$1,600.00 per Vessel for each calendar day or part of a calendar day
- b. Charge may increase due to change in MARSEC level or event requiring extra security service

5. BARGE SHIFTING:

- c. Unit Train is comprised of a Single railcar type and dimension; i.e. Steel or Aluminum cars of the same dimension
 - d. All rotary couplings oriented the same way (all East or all West. Terminal Preference is West oriented couplings).
 - e. Single grade of cargo per train
2. Any exceptions to the above are subject to Train Handling Service Charges:
- a. Trains arriving over 6,500 feet require breaking the train into two segments:
 - i. Charge of: **1.0 hour** of Switching Rate Minimum if performed by RTI
 - b. Over Length trains arriving with an engine configuration other than 1-0-1, 2-0-1 or 3-0-1 (i.e. no trailing engine; 1-0-0, 2-0-0, 3-0-0, etc; or with a mid engine (1-1-1, 2-1-1, 3-1-0, etc) require extra switching to position segments for dumping:
 - i. Charge of: **1.0 hour** of Switching Rate Minimum
 - c. Mix of different dimension Railcars on same train:
 - i. Charge of: **0.5 hour** of Train Dumping Rate per occurrence of different car type on each train.
 - d. Fixed Coupling or Double Rotary Situation:
 - i. Charge of: **0.5 hour** of Train Dumping Rate per occurrence on each train.
 - e. More than one (1) grade of cargo per train:
 - i. Charge of: **1.0 hour** of Train Dumping Rate per occurrence on each train.
3. Unit Trains which have been placed on the RTI Outgoing tracks will be granted one and a half (1.5) hours of free time to dwell after released to the Railway for removal.
- a. Trains or parts of trains that dwell on the Outgoing tracks longer than one and a half (1.5) hours **OR** if departure delay stops the Train Dumping Process:
 - i. Charge of: **1.0 hour** of Train Dumping Rate Minimum per hour or part thereof

SECTION V: GENERAL TERMS & CONDITIONS

FREE TIME PERIOD

Cargo Free Time for cargo received at the Terminal and stored on site shall be exclusively by arrangement and agreement with RTI.

STORAGE CHARGES

Charges for cargo remaining on the Terminal beyond the agreed Free Time allowance shall be exclusively by arrangement and agreement with RTI.

UNDELIVERED CARGO

Cargo which is undelivered and remains on the terminal beyond the expiration of agreed free time will be considered as abandoned and sold for collection of terminal storage charges.

At the time of sale, RTI makes no representation of the quality, integrity and/or condition of the cargo. All bids for the cargo will be final. Thirty days prior to sale, a registered letter or email notice will be sent to 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 owner of record prior to the timeframe mentioned above overrides all mentioned notice requirements for the sale of the cargo.

Notwithstanding the foregoing, if RTI, in its sole discretion, shall determine that any cargo remaining on the terminal beyond the expiration of the agreed free time is (i) subject to spoilage; and/or (ii) subject to rapid devaluation due to the passage of time, then such cargo may be considered abandoned, at the sole discretion of RTI, as of the expiration of free time and may be sold at any time thereafter by RTI without notice to the owner of record. Nothing contained in this paragraph shall require RTI to investigate the nature of cargo remaining on its terminal beyond the 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 or any other person any right or claim against RTI for taking any actions permitted in this paragraph, for not taking any such actions or for delaying in the taking of any such actions.

RESPONSIBILITY FOR PAYMENT OF CHARGES

Except as otherwise provided, all charges specified herein shall be for the account of the cargo, owner of record, vessel owner, and/or contracting party and shall be due and payable when service is provided.

RTI has the right to require payment in full of any and all such charges outlined in this tariff before services are rendered.

Interest of 18% per annum will be charged on overdue accounts.

OTHER CONTRACTUAL TERMS MAY GOVERN

All terms, conditions and charges set forth in this Tariff may be found in a separate negotiated contract with RTI, and in that event, the terms specified in that contract may prevail over the terms in this Tariff.