

Issued by

Ports America Louisiana, LLC

---

**TARIFF FOR FACILITIES IN THE  
PORT OF NEW ORLEANS**

---

*May 3, 2021*

Management:

Keith Palmisano

General Manager

---

**Ports America Louisiana, LLC**

5901 Terminal Drive

New Orleans, Louisiana 70115

Tel. (504) 894-6300 • Fax (504) 894-6316

PORTS AMERICA LOUISIANA, LLC

TABLE OF CONTENTS

**SECTION I - GENERAL INFORMATION AND DEFINITIONS..... 6**

100 TERMINAL OPERATOR..... 6

102 FACILITIES COVERED UNDER THIS TARIFF..... 6

104 HOLIDAYS..... 6

106 PHONE NUMBERS..... 7

108 DEFINITIONS..... 7

110 CORRECT ABBREVIATIONS..... 10

**SECTION II - GENERAL RULES AND REGULATIONS..... 11**

200 CONSENT TO THE TARIFF..... 11

202 DELETED IN ITS ENTIRETY..... 11

204 PROHIBITED ACTIVITIES..... 11

206 FIRE SIGNAL..... 13

208 CLEANING OF WHARF..... 13

210 MINIMUM INSURANCE REQUIREMENTS..... 13

212 REFER TO SECTION VIII..... 14

214 DAMAGE TO PORTS AMERICA PROPERTY..... 14

216 PORTS AMERICA HELD HARMLESS..... 15

218 RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO..... 15

220 SUBSTANCE ABUSE POLICY..... 15

222 RESPONSIBILITY FOR RAILROAD CLEARANCE..... 16

224 MOVING VESSELS TO PROTECT OR TO FACILITATE NAVIGATION OR COMMERCE.... 16

226 TOWING AND SHIFTING OF VESSELS..... 16

228 WAIVER OF SUBROGATION UNDER FIRE POLICIES..... 17

230 AUDIT OF MANIFESTS AND OTHER DOCUMENTS..... 18

232 MEASUREMENT OF A VESSEL..... 18

234 COMPUTATION OF TIME..... 18

236 REGULATION OF MOTOR VEHICLE TRAFFIC..... 18

238 HANDLING CLASS "1" EXPLOSIVES..... 19

240 HAZARDOUS MATERIALS REQUIREMENTS..... 19

**SECTION III - USE OF PORTS AMERICA FACILITIES..... 21**

300 APPLICATION FOR BERTH..... 21

302 DEMURRAGE ON VESSELS..... 21

304 VACATING OF BERTHS..... 21

308 STEVEDORE USE FEE..... 21

310 LICENSED - INDEPENDENT LIFT TRUCK OPERATORS..... 22

312 PROJECT CARGO SPACE UTILIZATION AGREEMENTS..... 22

313 PROJECT CARGO SPACE UTILIZATION AGREEMENTS..... 23

315 Maritime Security..... 23

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 3

**SECTION IV - VESSEL CHARGES / CARGO CHARGES..... 24**

400 FREE TIME FOR ASSEMBLING OUTWARD CARGO ..... 24

402 DELETED IN ITS ENTIRETY ..... 24

404 EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO ..... 24

406 WHARFAGE CHARGES ..... 25

408 GENERAL AND SPECIAL WHARFAGE RATES ..... 26

409 SPECIAL WHARFAGE RATE COMMODITIES ..... 27

410 DELETED IN ITS ENTIRETY ..... 28

412 COLLECTION AND PAYMENT OF WHARFAGE ..... 28

414 FREE TIME FOR INBOUND CARGO ..... 28

416 INBOUND DEMURRAGE CHARGES ..... 29

418 DELETED IN ITS ENTIRETY ..... 29

420 DELETED IN ITS ENTIRETY ..... 29

422 DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR  
INTERCOASTAL TRADE REGULAR DOCKAGE RATE ..... 30

424 SHEDDAGE AND/OR MARGINAL TRACK USAGE CHARGE FOR INLAND WATERCRAFT .... 30

426 PAYMENT OF DOCKAGE, SHEDDAGE AND/OR MARGINAL TRACK USAGE RATE ..... 30

428 ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT... 30

432 DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS ON BOARD AFTER 24  
HOURS ..... 31

**SECTION V - SERVICE AND EQUIPMENT CHARGES..... 31**

500 POTABLE WATER - SPECIAL HARBOR SERVICES, EQUIPMENT - CONTAINER CRANES  
OTHERS, - SEE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS TARIFF FOR  
FACILITIES IN THE PORT OF NEW ORLEANS SECTION V ..... 31

**SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)..... 31**

600 DEFINITION - LOADING & UNLOADING ..... 31

602 EXCEPTIONS ..... 32

604 DESIGNATION OF LICENSED INDEPENDENT LIFT OPERATOR ..... 33

606 RESPONSIBILITY ..... 33

608 DOCUMENTATION FEE ..... 33

610 APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED AND NON-  
PALLETIZED SHIPMENTS ..... 34

612 REFER TO SECTION VIII ..... 34

613 PRODUCTION OF ACCURATE SUPPORTING DOCUMENTATION ..... 34

614 SCHEDULING OF TRUCK APPOINTMENTS (Breakbulk Cargoes) ..... 34

615 SCHEDULING OF TRUCK APPOINTMENTS (Containers at PORTS AMERICA Container  
Facility) ..... 35

616 SCHEDULING AND PLACEMENT OF RAILCARS ..... 35

618 NORMAL WORKING HOURS (Excluding Saturdays/Sundays/Holidays) ..... 35

620 CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMES  
OTHER THAN REGULAR WORKING TIME ..... 35

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 4

622 COMPLIANCE WITH LAWS, REGULATIONS, ETC..... 36

624 RESPONSIBILITY RAILCAR DEMURRAGE AT BERTH..... 36

625 SELF-PROPELLED VEHICLES INSPECTION THC CHARGES..... 37

626 PALLETIZED/UNITIZED/SKIDDED CARGO..... 37

628 NON-PALLETIZED, NON-UNITIZED CARGO..... 40

630 DAMAGED CARGO..... 40

632 HEAVY LIFTS..... 40

634 HANDLING DAMAGE FREE EQUIPMENT..... 41

636 CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND STACKING..... 41

638 SPECIAL HANDLING EQUIPMENT CHARGES..... 41

640 SPECIAL SERVICES..... 41

642 CHARGES FOR SEGREGATION OF CARGO..... 42

644 CHARGES FOR ACCUMULATION OF CARGO..... 42

**SECTION VII - TERMINAL AND EQUIPMENT CHARGES..... 43**

700 CHARGE - CONTAINERS..... 43

702 DOCUMENTATION..... 43

704 RESPONSIBILITY FOR DELAYS..... 43

706 CONTAINERS LOADED IN EXCESS OF RATED CAPACITY..... 43

708 LOSS OR DAMAGE..... 44

710 LIMITATION OF LIABILITY FOR LOSS OR DAMAGE..... 44

712 RECEIVING OF CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL  
MOVEMENT..... 45

714 RECEIVING OF CONTAINERS HAVING DIMENSIONAL LENGTHS OTHER THAN 20'/40' 45

715 INSPECTION OF OFF-HIRE/SALE BOXES ON TERMINAL PREMISES..... 45

716 SEALING OF CONTAINERS..... 45

717 EXPLOSIVE AND RADIOACTIVE CONTAINERS (IMPORT OR EXPORT)..... 45

718 LOADING/UNLOADING CONTAINERS/CHASSIS RAILROAD CARS..... 46

719 INTERMODAL RAIL CONTAINERS TRANSFERRED TO/FROM CERES TERMINAL TO/FROM  
PORTS AMERICA TERMINAL:..... 46

720 CHARGE FOR "HANDLING CONTAINERS" EMPTY OR LOADED IN MARSHALLING YARD . 46

722 CHANGE OF VESSEL, VOYAGE OR PORT..... 46

723 CHARGE FOR INTERCHANGE OF EACH CONTAINER/CHASSIS IN OR OUT OF GATEHOUSE  
AND/OR FROM BARGE AND/OR RAILCAR..... 47

724 TERMINAL MODERNIZATION FEE..... 47 New

725 UNUSABLE EQUIPMENT/STORAGE CHASSIS AND CONTAINERS (REGARDLESS OF GATE  
VOLUME)..... 47

726 STORAGE FOR EMPTY CONTAINERS..... 47

727 FREE TIME AND APPLICABLE DEMURRAGE CHARGES ON LOADED CONTAINERS..... 48

728 FREE TIME AND STORAGE ON CHASSIS..... 48

729 FREE TIME AND DEMURRAGE ON LOADED CONTAINERS..... 49

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 5

730 AFFIXING AND/OR REMOVAL OF PLACARDS TO/FROM CONTAINERS ..... 49

731 INSPECTIONS AUTHORIZED FOR COMPLIANCE WITH U.S. GOVERNMENT REGULATIONS  
AND/OR OTHER REGULATORY AGENCIES INCLUDING COAST GUARD INSPECTIONS: ..... 49

732 ELECTRICAL SERVICE AND TEMPERATURE MONITORING OF REFRIGERATED CONTAINERS  
AT THE TERMINAL ..... 50

736 CONTAINERS/CHASSIS INTERCHANGED BETWEEN CARRIERS/OTHER PARTIES INSIDE  
TERMINAL ..... 51

737 CHARGE OF RENTAL EQUIPMENT (Hourly Basis) ..... 52

738 TERMINAL CHARGE TO APPLY TO BREAK BULK CARGO RECEIVED AT PORTS AMERICA  
TERMINALS WHEN STEVEDORING IS PERFORMED BY OUTSIDE STEVEDORE ..... 52

740 CARGO TURNOVER FEE FOR BREAK BULK CARGO PREVIOUSLY RECEIVED ON TERMINAL  
..... 52

AND LATER DRAYED AWAY FROM TERMINAL ..... 52

742 FACILITY ACCESS CHARGE ..... 53

743 REHANDLING CONTAINER AND TERMINAL DRAYAGE CHARGES ..... 53

744 DELETED IN ITS ENTIRETY ..... 53

745 CHARGES & REGULATIONS FOR USE OF THE BOARD OWNED CONTAINER CRANES .... 53

746 STACKING/UNSTACKING CHASSIS/FLATBED TRAILER AND/OR FLATRACK EQUIPMENT –  
PER UNIT RATE TO APPLY: ..... 53

747 CHARGES FOR ABANDONED EQUIPMENT ..... 54

748 RECEIPT OF STOW PLANNING DOCUMENT ..... 54

**SECTION VIII – CREDIT/PAYMENT PROCEDURES..... 55**

800 EXTENSION OF CREDIT ..... 55

802 PAYMENT OF CHARGES ..... 55

804 CHANGES IN CREDIT STATUS ..... 55

806 DELINQUENT LIST AND CHARGES ..... 56

807 STEVEDORING/TERMINAL SERVICES WHEN PERFORMED FOR PRINCIPALS WHO DO NOT  
HAVE A FIXED CONTRACT AGREEMENT IN EFFECT WITH PORTS AMERICA ..... 56

808 VALIDITY OF CHARGES ..... 56

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 6

SECTION I - GENERAL INFORMATION AND DEFINITIONS

100 TERMINAL OPERATOR

ISSUED - August 22, 2003

Effective - October 1, 2020

Ports America Louisiana, LLC is the designated Terminal Operator of the facilities, as provided for in this tariff.

102 FACILITIES COVERED UNDER THIS TARIFF

ISSUED - August 22, 2003

Effective - October 1, 2020

Nashville Ave. A Sections 1 - 120

Nashville Ave. Open Sections 1 - 120

Nashville Ave. B Shed

Nashville Ave. B Open

Nashville Ave. C Shed

Nashville Ave. C Open

Marshalling Yard A Expansion

Marshalling Yard A

Marshalling Yard A/B Link

Marshalling Yard B

Marshalling Yard C

Eleanore Street Marshalling Yard

(deleted)

(deleted)

Napoleon Ave.

\* All other areas particularly covered on Board drawing M1320721-1 dated 04/28/05.

104 HOLIDAYS

ISSUED - August 22, 2003

Effective - October 1, 2020

Legal holidays, as used in this tariff, shall consist of the following days:

New Year's Day (January 1)

Clarence Henry's Birthday (January 7)

Martin Luther King's Birthday (Third Monday in January)

Monday before Mardi Gras Day

Mardi Gras

Washington's Birthday (Third Monday in February)

Good Friday

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 7

Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Columbus Day  
Veterans Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Friday following Thanksgiving Day  
Christmas Eve (December 24)  
Christmas (December 25)  
New Year's Eve (December 31)

**106 PHONE NUMBERS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Main Telephone . . . . . (504) 894-6300  
Break Bulk Appointment Desk . . . . . (504) 894-6349  
Directions to Napoleon Ave and Nashville Ave Terminals. . . (504) 894-6388  
Terminal Manager, Nashville Ave. . . . . (504) 864-6325  
Risk Management . . . . . (504) 894-6512  
Emergency notice. . . . . (504) 894-6446  
Back up emergency number . . . . . (225) 387-0971

**108 DEFINITIONS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Adjusted Demurrage means a charge assessed against the vessel for permission to place cargo on the wharves prior to the date assigned to the vessel to begin receiving her outward cargo.

Agent means the party who submits the "Application for Berth".

Application/Removal of Placards means applying or removing container placards or labels.

Arrival at Berth means the time when the vessel arrives alongside of the wharf with two lines made fast.

Board means for the purposes of this tariff the Board of Commissioners of the Port of New Orleans.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 8

Chassis Stacking/Unstacking means the stacking/bundling or unstacking/unbundling of chassis in more than a single unit.

Demurrage means a charge assessed against cargo and/or containers remaining in or on terminal facilities after expiration of free time.

Departure from Berth means the time the last line is let go.

Free Time means the specified period during which containers, loaded or empty, and/or chassis may occupy assigned space on the terminal free of demurrage charges immediately prior to the loading or subsequent to the discharge of such containers on or off the vessel.

Gate House means the Container yard check-in/check-out station for delivery/receipt of containers and chassis.

Inbound Cargo means all cargo received at the terminal in a vessel from a foreign intercoastal or domestic offshore port or origin, for loading to a domestic motor, rail or water carrier, either breakbulk or containerized.

Inland Watercraft means all vessels, private and public, operated exclusively on the United States inland waterways.

Loading and Unloading has the meaning set forth in Item 600.

Loading/Unloading Railcars means as follows: Railcar loading consist of removing non containerized cargo from the terminal's consolidation shed and placing it in a railcar. Railcar unloading consists of removing such cargo from a railcar and placing it in the terminal's consolidation shed by the Terminal Operator.

Opening for Inspection means the grounding and breaking of seals for inspection, subsequent resealing of containers.

Outbound Cargo means all non-containerized cargo received at the terminal for loading into containers, or break-bulk cargo for shipment by a vessel to a foreign, intercoastal or domestic offshore port or destination.

PORTS AMERICA or Terminal Operator means Ports America Louisiana, LLC.

Principal means the individual responsible for paying of any and/or all Dock Department Tariff charges.

Properties and/or Facilities means all land, buildings and equipment owned by the Board of Commissioners of the Port of New Orleans leased to and by PORTS AMERICA.

Receiving and/or delivering chassis means receiving from or delivering chassis to an inland carrier on Terminal Operator's EIR forms supplied.

Reefer Plug-In means a refrigerated/heated ISO container requiring electrical service and monitoring.

Rehandling means movement of container/chassis from original point of rest in container yard when not for the convenience of Terminal operator, such as inspection by any government agency, owner, steamship agent, or for off hire, survey, etc. when requested to do so.

Running the Gate means entering or leaving container yard without following check-in / check-out procedures.

Sheddage means a charge against vessels for the use of covered wharves.

Shut-out Cargo means cargo received for a particular outgoing vessel at her berth prior to the departure of the vessel.

TEU means as used in this tariff "Twenty-foot Equivalent Unit". One 20-foot container equals one TEU or one 40-foot container equals two TEU.

TOFC/COFC means container/chassis on railroad flatcar, loading or unloading of container/chassis. TOFC: Trailer On Flatcar means wheeled units on a rail flatcar, including containers mounted on chassis. COFC: Container On Flatcar mean container units loaded directly to a rail flatcar.

Ton means a net ton of 2,000 pounds, unless otherwise indicated.

Vessel means any vessel, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to "VESSEL" or "VESSELS" in this tariff shall include, without exception, her owner, charterer, and agent.

Vessel Operations means, whenever used in this tariff, the loading and/or discharging of cargo from or to a vessel.

Vessels Engaged in Foreign, Coastwise or Intercoastal Trade - The term "Vessels engaged in foreign, coastwise or intercoastal trade" shall include all ocean vessels, private and public, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature, other than inland watercraft as defined herein.

Wharf means any wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility or other structure and the warehouses, sheds or

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 10

buildings thereupon, which are under lease by PORTS AMERICA as described in Item 100 Section I of this tariff.

Wharfage means a charge against cargo, based on the number of tons received or discharged by vessels, as manifested, and passing or conveyed over, onto, or under wharves or between vessel (to or from barge, lighter, or water), when berths at wharf or when moored adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charge for any other service.

**110 CORRECT ABBREVIATIONS**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

- (C) Change in Wording
- (W) Wording Added
- (A) Provision Added
- (D) Provision Deleted
- (N) Neither Increase nor Decrease
- (I) Increase in Charges
- (R) Reduction in Charges
- (\* ) Explanation Added on Cumulative Correction Page

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 11

**SECTION II - GENERAL RULES AND REGULATIONS**

**200 CONSENT TO THE TARIFF**

**ISSUED - August 27, 2001**

**Effective - October 1, 2020**

This tariff applies by force of law to all users of the Ports America Properties and Facilities. Use of the wharves, other facilities, or property under the jurisdiction of Ports America Louisiana, LLC (then hereafter referred to as PORTS AMERICA) shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, charterers and agents, or other users to pay all applicable charges and abide by all rules and regulations of PORTS AMERICA, and abide by the rules and regulations of this tariff.

**OTHER TARIFFS**

This tariff shall be read and applied together with the "Ports America Marine Terminal Schedule Terms and Conditions" (the "National Tariff") published by Ports America at <https://www.portsamerica.com/tariffs.html>. In the event of any conflict between this tariff and the National Tariff, the terms and conditions of the National Tariff will supersede. In the event of any conflict between this tariff or the National Tariff and the provisions of any agreement between the Ports America operator of the Properties and facilities and a third person, the provisions of such agreement shall supersede.

**202 DELETED IN ITS ENTIRETY**

**204 PROHIBITED ACTIVITIES**

**ISSUED - August 27, 2001**

**Effective - October 1, 2020**

The following activities are prohibited:

- (1) Smoking on or in the wharves or other facilities under PORTS AMERICA jurisdiction and the approaches within 50 feet of the wharves or facilities, except in specially designated areas.
- (2) Smoking on the open deck or in the hold of any vessel moored at a wharf in the Port of New Orleans under PORTS AMERICA jurisdiction or tied to another vessel made fast thereto, as well as throwing any lighted object from a vessel.
- (3) The obstruction of any firefighting appliance or apparatus on or in any wharf or roadway.
- (4) The removal or breaking of the wire seals on fire hoses or firewater valves on or in the wharves, or the use of water from said hoses or valves, for purposes other than extinguishing a fire. The Grantee of Berth shall immediately report any broken seals to the Terminal Manager.
- (5) Unauthorized storage of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene in the wharf warehouse. Gasoline, distillate or liquid petroleum products will be permitted to be received on a wharf for a vessel at the dock, but shall not be permitted to remain on the dock overnight, nor be placed in close

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 12

proximity to cotton, flour or other contact-sensitive freight. Packages in a leaky condition shall not be permitted to be placed upon the wharves for shipment; such packages received as inbound cargo shall be removed from the wharf at once.

- (6) Storage or overnight parking of automobiles or trucks in or on the wharves, except as otherwise provided herein.
- (7) Operating any vehicle on any wharf when, in the discretion of the Terminal Manager, the vehicle interferes with the efficient operation of the wharf.
- (8) Dumping of oil, oily wastes or grease or other refuse matter or any hazardous material or plastic material into the waters of the Port of Greater New Orleans. Parties engaging in this activity shall be in violation of National, State, and Board laws and ordinances.
- (9) Blowing tubes with blowers or mechanical process or emitting dense smoke by any vessel within the corporate limits of the City of New Orleans. Engaging in this activity shall be a misdemeanor under the ordinances of the City of New Orleans and punishable by a fine from \$25.00 to \$100.00 and/or 90 days imprisonment.
- (10) Obstructing any facility by any stevedore grantee use of facility by stevedore's tools, vehicles, shore cranes, floating equipment, other equipment, material, debris or any other objects which are not part of cargo is strictly PROHIBITED. Should violation of this regulation result in impediment, delay, standby, or loss of production of any vessel and/or terminal activity, violators will be held fully liable for all cost and legal fees associated, plus an administrative charge of 15% of all associated costs for administrative processing.
- (11) Failing to maintain 10 feet clearance from the nearest rail of any railroad, the obstruction of the free passage of any rail car, and endangering the safety of rail cars or operating personnel. Engaging in this activity shall be in violation of the ordinances of the City of New Orleans.
- (12) Vessel operations that exceed weight and clearance limitations, loading gauge, loading and strains posted on or in the wharf or any item of equipment, or otherwise designated by PORTS AMERICA.
- (13) Oxyacetylene, electric, or any other welding or burning or other "hot work" involving use of any open flame or heat on any wharf or inside any shed or covered facility operated or administered by PORTS AMERICA unless a current permit issued by the Harbor Police Department is obtained and posted at the site where cutting, welding, fumigating, shrink-wrapping of any materials with a system involving an open flame or any other "hot work" is to be performed. User shall also comply with the requirements listed in the document entitled "Basic Precautions for Using the Welding/Cutting Permit System", also issued by the Harbor Police Department. The provisions of 49 CFR 176.54 and 33 CFR 126.15 are applicable to vessels and facilities respectively where dangerous cargo is involved.
- (14) Any violation or acts or omissions inconsistent with applicable federal, state or local laws or regulations.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 13

**206 FIRE SIGNAL**

**ISSUED - August 27, 2001**

**Effective - October 1, 2020**

Where fire occurs on board any vessel moored, docked or affixed in any fashion to facilities under the jurisdiction of PORTS AMERICA, the vessel shall sound five prolonged blasts of the whistle or siren, each blast to be four to six seconds duration. Such signal may be repeated at intervals to attract attention and shall be used in addition to other means of reporting a fire.

**208 CLEANING OF WHARF**

**ISSUED - August 27, 2001**

**Effective - October 1, 2020**

It is the responsibility of the vessel and Grantee of Berth or in instances of outside operators functioning as set forth in this tariff to clean, promptly, the wharf upon completion of loading/unloading operations. All dunnage, trash or debris must be removed and the wharf must be placed in a sanitary condition. Failure to maintain such state of cleanliness and sanitary condition shall entitle PORTS AMERICA, in its discretion, on one-hours' notice, to either contract with private contractors to clean such area or clean the area with PORTS AMERICA employees and the Grantee or vessel responsible for cleaning shall be obligated to pay to PORTS AMERICA the contract or actual cost plus and administrative charge of \$1,200.00. Any repeated failure of the Grantee to promptly clean the assigned area, after notice by the Terminal Manager as aforesaid, shall be cause for immediate cancellation of use of Berth.

**210 MINIMUM INSURANCE REQUIREMENTS**

**ISSUED - August 27, 2001**

**Effective - October 1, 2020**

Grantees of Berth and outside operators functioning as set forth in this tariff shall be responsible for furnishing to PORTS AMERICA evidence of insurance coverage, including but not limited to Workers' Compensation, Automobile Liability, with limits of \$500,000.00, Comprehensive General Liability with limits of \$500,000.00, Stevedore and Terminal Operator's Liability with limits of \$500,000.00, all with deductible amounts acceptable to PORTS AMERICA and such other insurance, in such form and with minimum limits as PORTS AMERICA may require, depending on the type of work being performed. All insurance policies shall be issued by underwriters with an A.M. Best senior credit rating of "A" or better, with terms and conditions reasonably acceptable to PORTS AMERICA, with PORTS AMERICA as a named insured, with waiver of subrogation as to PORTS AMERICA.

Failure to obtain and retain or submit evidence of the insurance coverage's required by PORTS AMERICA shall constitute cause for denying the use of PORTS AMERICA facilities or immediate cancellation of use of facilities. This

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 14

evidence shall be in the form of a current, valid certificate of insurance.  
(See item 216 which also applies)

Note: Any and all such claims are to be sent to the attention of Ports America Louisiana, LLC Claim Department 5901 Terminal Drive, New Orleans, LA 70115.

**212 REFER TO SECTION VIII**

**214 DAMAGE TO PORTS AMERICA PROPERTY**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

- (1) In the event any damage is caused to PORTS AMERICA and/or Board properties, the vessel or parties causing such damage, and the vessel or parties to whom such property has been assigned, or who are using or occupying same under any provision of the PORTS AMERICA tariff, shall give a prompt full report to PORTS AMERICA, including the date and time the damage occurred, a description thereof, the names, addresses and business connections of such vessels or parties causing such damage and the witnesses to the occurrence, and all other available pertinent facts and information.
- (2) Each vessel, her owners, charterers and agents, to whom any PORTS AMERICA and/or Board property has been assigned, or who are using or occupying same under any provision of this tariff, shall be held responsible and shall be liable, severally, jointly and in solido, for any and all damage occurring to such property and the expense of the repair or replacement of such property; except as provided in subparagraph (3).
- (3) Any such vessel described in subparagraph (2) above may be released from such liability aforesaid upon furnishing to PORTS AMERICA sufficient facts, evidence and other proof legally establishing the identity of the party or parties causing, or contributing to the cause of, any damage to such PORTS AMERICA and/or Board property; provided that the vessel described in subparagraph (2) has not contributed to the cause of any such damage. Where the damage to PORTS AMERICA and/or Board property is directly caused by any other watercraft, the vessel described in subparagraph (2) may be released from said liability by establishing sufficient facts to show that damage was not caused directly or indirectly, in whole or part, by any watercraft operating on or in connection with the business of the said vessel.
- (4) Where sufficient facts are furnished under subparagraph (3), or the damaged PORTS AMERICA and/or Board property has not been assigned to a vessel or is not used or occupied by a vessel under any provision of this tariff, the vessels and all parties responsible for damage to or destruction of PORTS AMERICA and/or Board property shall be held liable for the expense of the replacement or repair of the property. Such repair or replacement will not be reduced for depreciation and/or betterment.

**216 PORTS AMERICA HELD HARMLESS**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Each vessel, her owners, charterers and agents, or any outside stevedore or other service provider to whom PORTS AMERICA and/or Board property has been assigned or allowed use of, or who are using or occupying same under any provision of this tariff, shall be responsible for and shall be liable for, severally, jointly and in solido, or in instances of outside operators functioning as set forth in this tariff shall be responsible for and take over and administer, any and all claims in any manner arising out of or connected with the performance of loading/unloading services by such User of the Berth, or in instances of outside operators functioning as set forth in this tariff, including, but not limited to, any and all claims for bodily injury, death, or property (including cargo) damage, loss or shortage and/or for detention, demurrage or delay and shall defend, indemnify and hold harmless PORTS AMERICA and its officers, directors, employees and agents from and against any and such claims, provided, however, that this provision will not relieve PORTS AMERICA from any liability which may arise out of its negligence.

**218 RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Shippers or receivers of cargo, the vessel, her owners, charterers, and agents, or in instances of outside operators functioning as set forth in this tariff, must protect such cargo from, and except and to the extent of actual misconduct or gross negligence on its part Ports America shall not be responsible for, loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided however that this provision will not relieve PORTS AMERICA from any liability which may arise out of its own negligence.

**220 SUBSTANCE ABUSE POLICY**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

In an effort to assist in controlling the scope and effect of substance abuse in the Port, PORTS AMERICA has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. PORTS AMERICA recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Assistance Program to that end to coincide with programs as adopted by Midgulf Association of Stevedores, Inc. and ILA.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 16

It is similarly the goal of PORTS AMERICA to provide a safe workplace for all those employed on property under the jurisdiction of PORTS AMERICA. No person by whoever employed may work on properties under the jurisdiction of PORTS AMERICA while under the influence of alcohol or illegal drugs.

Each employer of individuals in the instances of outside operators functioning as set forth in this tariff shall have in place a substance abuse policy which subjects employees to post-accident drug-testing and drug-testing on reasonable suspicion of intoxication and which provides for appropriate subsequent action. All employee drug tests shall be conducted in compliance with applicable Federal and State laws.

**222 RESPONSIBILITY FOR RAILROAD CLEARANCE**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Each vessel, her owners, charterers, agents, or in instances of outside operators functioning as set forth in this tariff, or outside stevedores allowed use of any facilities under the jurisdiction of PORTS AMERICA, or who is using or occupying the same under any provision of this tariff, shall be responsible severally, jointly and in solido for the maintenance of clearances of 10 feet from the center line of any railroad tracks, in order to comply with railroad clearance requirements for switching.

**224 MOVING VESSELS TO PROTECT OR TO FACILITATE NAVIGATION OR COMMERCE**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

In the event it becomes necessary to move any vessel in order to facilitate navigation or commerce, or to protect other vessels or property, or as directed by authorities, the PORTS AMERICA Terminal Manager is authorized to order and enforce the removal of such vessel at its own expense to such place as he may direct. Upon the failure or refusal of the person in charge of such vessel to change the position as directed, the PORTS AMERICA Terminal Manager is authorized and under a duty to board such vessel with any necessary assistance and change the position thereof at the expense to such vessel.

**226 TOWING AND SHIFTING OF VESSELS**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

- (1) PORTS AMERICA is not engaged in the public towing or shifting of vessels and neither PORTS AMERICA nor its' employees shall be held to common carrier liability.
- (2) There shall be no obligation on PORTS AMERICA at any time to tow or shift a vessel. If and when circumstances arise, which in the opinion of the PORTS AMERICA Terminal Manager, create an emergency or necessity for the towing or shifting of a vessel, the vessel shall pay the cost of such service. PORTS AMERICA, its agents, servants, or employees shall not be deemed to operator, and shall not be liable for any damage resulting from the failure to make an inspection of the vessel to be

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 17

towed or shifted or resulting from any error of judgment in making the inspection if one is made.

- (3) Towing or shifting of a vessel by PORTS AMERICA will be done at the sole risk of the vessel and its cargo. If the vessel to be towed or shifted shall have on board any cargo, barges, Master, pilot, watchman, crew or other servants and/or employees, the vessel, her owners, charterers, and agents shall indemnify and hold harmless: PORTS AMERICA and its officers, directors, employees and agents, the towing craft, and the Master, pilot and crew thereof, against any and all claims for loss of damage to the cargo and vessel, and for death or personal injury, howsoever occurring, whether through negligence or otherwise. The vessel, her owners, charterers and agents shall defend any suits, or other actions, which may be brought on account of any of the foregoing interests, and shall indemnify and hold harmless PORTS AMERICA against any and all of such claims, as well as any judgments that may be rendered thereon.
- (4) The masters, crews, servants and employees of all vessels assisting the vessel to be towed or shifted shall become and be the servant of the vessel to be towed or shifted. The liability of the vessel to be towed or shifted for loss of, or damage to, the towing craft or any PORTS AMERICA and/or Board property, and to third persons, including the death of, or personal injury to, the Master, pilot and crew of the towing craft, shall be their responsibility as fixed by law. In engaging third party services to tow or shift a vessel, PORTS AMERICA shall be deemed to be acting as the agent for the vessel, and her owners and charterers and cargo interests. Where PORTS AMERICA uses or procures, or permits the use of, any vessel or equipment not owned by PORTS AMERICA, all of the stipulations and exemptions from liability and hold harmless agreements of this tariff shall also be applicable to, and the benefit thereof shall accrue to, such vessel or equipment, its owners, operators, charterers, agents, master, crew, and their servants and employees.

**228 WAIVER OF SUBROGATION UNDER FIRE POLICIES**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

PORTS AMERICA waives and relinquishes any and all claims, demands, actions and rights of action, which it may hereafter have or acquire against any person for or on account of any loss or damage to PORTS AMERICA and/or Board property covered by a Berth Assignment, or by Berth Privilege, resulting from fire or explosion, to the extent only that the same is covered by policies of insurance carried by PORTS AMERICA and to the extent only that this waiver does not vitiate such insurance under the terms thereof. The word "person" includes the grantee of a Berth Assignment, the holder of a Berth Privilege, their agents, employees and principals, the vessel or craft using the wharves or other facilities in connection with the business of such grantee or holder, her owners, charterers, operators, and agents, as well as the contracting stevedores and other subcontractors of any of the foregoing, and all others entering upon or using such wharves or other facilities in

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 18

connection with the business of any of the foregoing, and the underwriters of each of the foregoing. Nothing herein shall affect loss by or injury to anyone other than PORTS AMERICA.

**230 AUDIT OF MANIFESTS AND OTHER DOCUMENTS**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

The vessel, her owners, charterers and agents, Grantees of Berth Privilege, or in instances of outside operators functioning as set forth in this tariff, shall permit PORTS AMERICA access to all cargo documents limited to, cargo manifests, delivery tickets, dray receipts, hatch lists, or invoices for services and furnish to PORTS AMERICA such other documentation, reports or information as it may require, for purpose of audit so as to secure necessary data to permit correct billing for charges incurred under this tariff. Failure to provide such information upon request will constitute cause for denial of use of PORTS AMERICA facilities.

**232 MEASUREMENT OF A VESSEL**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

In the event of a dispute regarding the registered length of a vessel, PORTS AMERICA reserves the right to actually measure such vessel for the purpose of determining her over-all length.

**234 COMPUTATION OF TIME**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

All charges are based on straight running time, expressed under the 24-hour clock, except where otherwise stated. A day shall commence when the vessel arrives at her berth. Except as otherwise expressly stated, any portion of a calendar day, including portions of a day during which the vessel arrives at or departs from the berth, will be counted as one full "day" for purposes of calculating time periods. All Demurrage will commence on the next calendar day after the expiration of free time.

**236 REGULATION OF MOTOR VEHICLE TRAFFIC**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

The Terminal Manager has authority to regulate motor vehicle traffic on PORTS AMERICA facilities. The Traffic Management of PORTS AMERICA provides specific regulations for the operation of motor vehicle on PORTS AMERICA facilities.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 19

238 HANDLING CLASS "1" EXPLOSIVES

ISSUED - August 27, 2001                      Effective - October 1, 2020

Persons desiring to handle, load, transport or discharge commercial Class "1" or military explosives shall file a written application with the PORTS AMERICA Terminal Manager in accordance with the rules and regulations of the Port, which the application shall be accompanied by all permits or approvals required by applicable local, state or federal laws, regulations, or ordinances.

240 HAZARDOUS MATERIALS REQUIREMENTS

ISSUED - August 27, 2001                      Effective - October 1, 2020

a) Shipments of hazardous materials, including but not limited to chemical, bacteriological, biological or radiological hazardous material, hazardous wastes, marine pollutants, Li+ batteries, elevated temperature materials, as defined by international and United States hazardous material transportation treaties, laws and regulations, including but not limited to the Hazardous Material Transportation Act (49 U.S.C. sec. 5103), U.S. Department of Transportation PHMSA regulations, the Department of Transportation Hazardous Material Transportation Regulations (49 CFR Parts 100-185), extremely hazardous substances as defined in 40 CFR 355 Appendix A, and CERCLA hazardous substances as defined in 40 CFR 302 Table 302.4, and the international Maritime Dangerous Goods Code, collectively referred as "Hazardous Materials Laws", and the Maritime Transportation Security Act of 2002 and regulations published in accordance therewith, will be permitted only upon full compliance by shippers, their agents, and agencies of transportation.

b) It will be the responsibility of all carriers using the facilities of PORTS AMERICA to ensure that containers and break bulk cargo containing hazardous materials received by PORTS AMERICA from an inland carrier or discharged at the facilities of PORTS AMERICA are packaged, stowed, marked, placarded, handled, and shipped in strict compliance with the "Hazardous Materials Laws".

The Master, agent, or person in charge of any domestic or foreign vessel, which is inbound to PORTS AMERICA facilities, which has on board any hazardous commodities, as defined above, shall submit a listing of such commodities in accordance with 49 CFR part 176.30 to a representative of PORTS AMERICA upon arrival at the wharf.

Requirements covering the transportation of Hazardous Materials covered in 49 CFR, Parts 171-180 must be complied with on any cargo entering PORTS AMERICA facility. Any cargo arriving at PORTS AMERICA facilities without the required documentation will be denied entry to the facility.

c) In accordance with State and Federal Hazardous Materials regulations, should any container with hazardous materials arrive at PORTS AMERICA's inspection lanes in a leaking and/or damaged condition all such damaged

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 20

and/or leaking units must be isolated in a secure location and all Federal and State Agencies involved with the inspection of damaged equipment and/or possible cleanup of leaking hazardous materials must be immediately notified. The steamship Agent and/or carrier will also be notified at this time, in order for the Agent and/or Carrier to have all Shipper generated hazardous material information, readily available for presentation to the appropriate responding agency.

Once the above steps have been followed by PORTS AMERICA, it is the responsibility of the Shipper, Agent and/or Carrier to fully comply with any and all such governing hazardous materials regulations with respect to the clean-up, mitigation and reporting of such damaged and/or leaking hazardous materials containers, including but not limited to the arranging and paying for actual cleanup of premises, removal of equipment, filing/submission of DOT report 5800.1 and/or any and all similar written reports/notifications.

The above items apply equally if, per regulatory requirement, a leaking and/or damaged hazardous materials container must be discharged from a vessel to PORTS AMERICA property.

The above isolation of the unit in a secure location, if on PORTS AMERICA terminal facilities, does not constitute a receipt or interchange of the equipment into PORTS AMERICA's care and custody, and PORTS AMERICA shall have no liability for damage, deterioration, loss or delay for such cargo.

- d) If cargo or cargo containers discharged at the facilities of PORTS AMERICA contains hazardous materials which do not comply in any respect with such Hazardous Materials Laws, and which result in personal injury, death or damage to the personnel or property of PORTS AMERICA or other users of PORTS AMERICA facilities, the carrier, its owners and operators and the cargo and its shippers/owners shall be liable and will defend and hold harmless PORTS AMERICA from any and all damages, costs of defense and expenses associated therewith.
- e) If vessels, cargo or containers containing hazardous materials not in compliance with the laws referenced above result in or cause damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law the carrier, the vessel its owner(s) and operators and the cargo and its shippers/owners shall be liable for, defend, and hold harmless PORTS AMERICA from any and all:
  - (i) fines or penalties,
  - (ii) actual or statutory damages;
  - (iii) removal, response or remediation costs, testing costs, engineering and consultant costs, and
  - (iv) legal and litigation costs.
- f) PORTS AMERICA reserves the right to refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 21

transportation of such explosives or dangerous articles which are considered, in PORTS AMERICA's opinion, as offering undue risk or exposure to such risk.

**SECTION III - USE OF PORTS AMERICA FACILITIES**

**300 APPLICATION FOR BERTH**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Refer to the Board of Commissioners of the "Port of New Orleans TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS, Item 300" for berth assignments at the Nashville Ave. and Henry Clay Ave. facilities.

**302 DEMURRAGE ON VESSELS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

PORTS AMERICA does not assume responsibility for reimbursement or indemnification for demurrage owed to vessels or equipment providers under any circumstances.

**304 VACATING OF BERTHS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

"Refer to the Board of Commissioners of the Port of New Orleans TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS, Item 306."

**308 STEVEDORE USE FEE**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

All individuals assigning stevedoring services directly to PORTS AMERICA shall be assessed a Stevedore Use Fee (fee). The use of the PORTS AMERICA leased premises for these purposes shall be deemed an acknowledgment and acceptance of the terms, conditions and obligations contained herein and assessed as follows:

- (1) Per net ton of bulk cargo..... \$.11
- (2) Per net ton of all other cargo..... \$1.11

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 22

**310 LICENSED - INDEPENDENT LIFT TRUCK OPERATORS**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

Persons who only provide loading and unloading services, as defined and desire to do business on PORTS AMERICA facilities shall apply direct to PORTS AMERICA for authorization to perform such services and are responsible for submitting any and all necessary documentation which may be required by PORTS AMERICA to allow use and/or access to and on its leased facilities.

Each independent lift operator (LILO) shall furnish to PORTS AMERICA Risk Management evidence of insurance including, but not limited to, Workers Compensation, Comprehensive General Liability, Auto Liability, Stevedore and Terminal Operators' Liability, and any other insurance requirements in a form and acceptable amounts and conditions as may be required with respect to each LILLO or other third party operator with PORTS AMERICA being named as an additional insured with limits as PORTS AMERICA may require and with waiver of subrogation as to PORTS AMERICA. Failure of the LILLO to retain the coverage's required by PORTS AMERICA shall constitute cause for denying admittance to PORTS AMERICA facilities.

Once LILLO approval status has been granted by PORTS AMERICA, all authorized LILLOs shall be assessed a terminal use fee for use of its facilities. This fee is due solely from the LILLO performing the service(s) and shall be paid to PORTS AMERICA and assessed as follows:

(1) Per truck, van or trailer (loaded or unloaded)..... \$ 54.96

Within 10 days following the end of each calendar month, each LILLO shall render to PORTS AMERICA a report, in a form acceptable to PORTS AMERICA, reflecting the total number of trucks, vans or trailers loaded or unloaded, accompanied by payment of the appropriate fee based on the schedule set forth herein. An administrative charge of \$100 per day, not to exceed \$1,000, shall be assessed should the LILLO fail to render either the report or any accompanying payment within the time period provided.

Each LILLO company will be required to post a \$2,000.00 performance payment bond to be issued in favor of PORTS AMERICA. This bond must be approved by PORTS AMERICA. In lieu of a performance bond, a \$2,000.00 cash deposit must be submitted. PORTS AMERICA will hold this deposit in a non-interest bearing account until such time as the operator ceases business on the leased areas. In the event after 30 days written demand from PORTS AMERICA, LILLO fails to submit payment, PORTS AMERICA has the right and shall execute its option of same.

**312 PROJECT CARGO SPACE UTILIZATION AGREEMENTS**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

PORTS AMERICA facilities may be made available for the accumulation and subsequent export of project cargoes at rates and pursuant to a service agreement between PORTS AMERICA and the shipper, terms and conditions of which are subject to negotiation.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 23

313 PROJECT CARGO SPACE UTILIZATION AGREEMENTS

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Delivery or service trucks or vehicles of any kind providing deliveries or services to vessels at wharf facilities under the control of PORTS AMERICA or being utilized by PORTS AMERICA, by means of lease or first call assignment, will be permitted access to PORTS AMERICA facilities only at times when the vessel receiving the delivery or service is not being actively discharged or loaded by PORTS AMERICA. Providers of deliveries or services to vessels may contact security personnel; at the gate to PORTS AMERICA terminal by telephone (504) 894-6220 to determine the times when access for deliveries and services will be available with respect to a particular vessel. Except in the case of emergency, security personnel will not allow the entry into the terminal of any delivery or service vehicle at times when the recipient vessel is being actively discharged or loaded by PORTS AMERICA. In the case of emergency, PORTS AMERICA security personnel at the gate to PORTS AMERICA terminal will immediately contact the appropriate PORTS AMERICA manager, who will escort the emergency delivery or service vehicle to the vessel.

Note: (Subject to all provisions, terms and conditions specified in Tariff Item No. 216)

315 Maritime Security

**ISSUED - April 15, 2015                      Effective - February 15, 2019**

The Port of New Orleans and PORTS AMERICA are aware of the potential threat to the facilities and the movement of cargo posed by terrorists. The impact of a disruption in the flow of cargo as a result of terrorist activities could affect the businesses and citizens of this region and the nation.

In response to this threat the Port of New Orleans, as a member of the Gulf Seaports Marine Terminal Conference, is imposing a Cargo Security Fee, as listed in this section, as a means of partially defraying the expenses associated with implementing security initiatives required in the Marine Transportation Act of 2002 and other federally-mandated regulations.

Effective May 1st, 2005, a Cargo Security Fee will be assessed on all cargo or freight handled at all Port of New Orleans facilities. Subject fees, as specified below, shall be the same amount as the Cargo Security Fees detailed in the Board of Commissioners of the Port of New Orleans' Dock Department Tariff, FMC-T-No. 2, Section VII ("Security Charges"), Item 704 ("Cargo Security Fee"), as amended.

Breakbulk .....	\$.173/ton
Bulk .....	\$0.041/ton
Liquid Bulk .....	\$0.041/ton
Cargo Containers .....	\$3.49/loaded

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 24

Rail Cars ..... \$3.49/loaded or empty

Exception:

The charges assessed herein shall not apply to activities described in Item 325 ("Terminal Use Fee-Barge Cargoes-Terminal Lessees") of the Board of Commissioners of the Port of New Orleans Dock Department Tariff FMC-T-No. 2.

Port Cargo Security Fees shall be itemized as a separate item on all PORTS AMERICA customary generated wharfage invoices and is subject to all terms and conditions as applicable per PORTS AMERICA Tariff Item 412 ("Collection and Payment of Wharfage").

**SECTION IV - VESSEL CHARGES / CARGO CHARGES**

**400 FREE TIME FOR ASSEMBLING OUTWARD CARGO**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

A vessel shall be allowed the use of assigned wharf space for a free time period of 30-calendar days, for the purpose of assembling outward cargo prior to arrival at her assigned outward berth.

All cargo accumulated on the pier and remaining on the pier, in excess of allowable free time period of (30) thirty calendar days shall be charged a monthly-adjusted demurrage storage fee of \$11.14 per ton. Storage fee will commence on the first day after expiration of free time and shall apply to total cargo remaining on the pier at that time. Monthly storage fee shall apply for each subsequent calendar period of (30) thirty days and/or any part thereof until all cargo is removed from pier. The Vessel, her owners, Charterers, Shippers and/or Agents shall be responsible for payment of all storage fees prior to cargo being loaded to either vessel, containers, railcars, trucks and/or barges.

Break bulk cargo, either received and/or delivered for container pier stuffing/stripping purposes, shall be allowed a maximum of (15) fifteen-days free time for either accumulation of export shipments on the pier for eventual pier stuffing into containers and/or arranging final delivery of break bulk cargo to consignee ex pier after completion of stripping of inbound boxes. After expiration of free time, an adjusted demurrage storage charge of \$6.00 per ton will apply for each additional (15) fifteen-day period and/or any part thereof, until such time break bulk cargo has been removed from the terminal.

NOTE: The free time provided above shall be subject to the availability of space.

**402 DELETED IN ITS ENTIRETY**

**404 EXTENSION OF RECEIVING DATE FOR ASSEMBLING OUTWARD CARGO**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 25

A request to extend the receiving date ("First Date") specified on the Application for Berth, for vessels assembling outward cargo for export shipment shall be made in writing to the PORTS AMERICA Terminal Manager before 0001 of the receiving date. If time does not permit the transmission of a written request before 0001 of the receiving date, the request may be made by telephone but it must be immediately confirmed in writing. The approval of the request for the extension shall be at the full discretion of the PORTS AMERICA Terminal Manager. Only one such extension shall be granted.

**Exception:**

When circumstances arise, which in the opinion of the PORTS AMERICA Terminal Manager are considered beyond the control of the vessel owner or agent and prevent lifting her outward cargo, another vessel may be substituted to lift the cargo provided that the substitute vessel assumes the receiving date of the original vessel and pays all applicable charges. This substitution shall not be made after the original vessel begins to load her outward cargo.

**406 WHARFAGE CHARGES**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Wharfage charges, based on Item 408, shall be assessed on all cargo or freight, whether of foreign or domestic origin, including mail:

- (1) Which is placed onto, transferred over or under wharves for handling to or from vessels; or
- (2) Which is delivered to or received from vessels by other watercraft:
  - (a) When said vessels are occupying berths or moored outside other vessel(s) occupying a berth;

Wharfage is solely the charge assessed against the cargo for use of the wharf and does not include charges for any other service.

When cargo is placed on the wharves for outbound movement and is not subsequently loaded aboard a vessel but is removed from the wharves, the applicable wharfage shall be assessed.

**Exceptions - Wharfage charges shall not apply to:**

Ship's stores and fuel intended for a vessel's own use.

Restowed cargo discharged and subsequently reloaded aboard the same vessel.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 26

408 GENERAL AND SPECIAL WHARFAGE RATES

ISSUED - August 22, 2003

Effective - October 1, 2020

The rate of wharfage on all commodities shall be \$3.44 per ton or fraction, except as indicated below. Wharfage on empty containers shall be on tare weight.

EXCEPTIONS:

COMMODITY	WHARFAGE RATE
	(Per ton, or fraction, except as otherwise indicated)
Bulk Commodities discharged to barges in conjunction with the discharge of non-bulk cargoes (See Item 409, List of Commodities)	\$1.11
Cargo for human consumption, when sponsored by the United States Department of Agriculture or donated by charitable organizations for relief purposes. This special rate only applies when such shipments are exported in cargo containers and does not apply to break bulk cargo.	\$1.14

Note 1 - Cargo of a single shipper or receiver shall be subject to the assessment, solely by the vessel's agent, of a minimum wharfage billing charge of \$20.53 per individual bill of lading.

Note 2 - No wharfage shall be assessed on the tare weight of cargo containers when loaded or partially loaded. Wharfage shall be subject to a minimum charge of \$21.15 on the contents of each container. Cargo Containers shall include all containers used for the transport of cargo, constructed of metal, fiberglass, plastic, wood or other material, and usually 8' x 8' x 17', 20', 24', 35', 40' or 45' in dimension; but shall exclude the so-called vans used in connection with the shipment of household goods.

Note 3 - Cargo discharged from vessels to PORTS AMERICA wharves and transshipped on vessels calling another PORTS AMERICA facility shall not be subject to the payment of a second wharfage charge provided said cargo does not leave PORTS AMERICA jurisdiction.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 27

409 SPECIAL WHARFAGE RATE COMMODITIES

ISSUED - August 27, 2001

Effective - October 1, 2020

The bulk commodities listed below, and only those listed below, shall be assessed the special wharfage rate for bulk commodities discharged to barges in conjunction with the discharge of non-bulk cargoes:

Aluminum Oxide	Fluorspar, Lumps	Phosphate Rock,
Ammonium Nitrate	(3" x down)	Superground
Ammonium Soleplate	Fluorspar, Screenings,	Phosphate Sand, Rock, Dry
Barytes, 4" x down	½"	Phosphate Sand, Slurry
Barytes, Over 4"	Grain	Potash
Beet Pulp Pellets	Gravel	Pumice, 1/8" and under
Borax, Lump	Ilmenite	Rutile Ore
Calcium Nitrate (CAN)	Ilmenite, Pipe Coating	Scrap Metal, Frag.
Carbon Anodes	Iron Ore, 6" x down	Silica Sand, Dry
Chrome Ore, ½" x down	Iron Ore, Lumpy,	Silico Mang., 4" x down
Chrome Ore, 2" x ½"	Over 6"	Silico Mang., Over 4"
Chrome Ore, 4" x 2"	Iron Ore Pellets,	Silicon Metal
Chrome Ore, 10" x 4"	Washed, Crushed	Silicon Oxide
Chrome Ore, Over 10"	Iron Sulfate	Slag, Furnace, Crushed
Clam Shell	Lead Concentrates	Slag, Furnace, Granular
Clay, dry fines	Lead Residue	(Dry)
Coal, Bituminous,	Lime, Ground,	Slag, Furnace, Granular
50 Mesh	(Up to 1/8")	(Wet)
Coal, Bituminous, ½"	Lime, Hydrated,	Slag, Vanadium, etc.
Coal, Bituminous,	(Up to 1/8")	Sludge
(Run-of-mine)	Lime, Hydrated,	Soda Ash Briquettes
Coal, Bituminous,	Pulverized	Soda Ash, Light
(Stripping)	Lime, Pebble	Soda Ash
Colemanite	Magnesite	Soybean Meal
Corn	Manganese Modules	Steel Chips, Crushed
Corn Gluten Pellets	Manganese Ore	Steel Trimmings
Diammonium Phosphate	Manganese Sulphate	Sugar, raw, cane
(DAP)	Meals	Superphosphate
Fertilizers, Mixed	Mica, Ground	Triple super phosphate
Ferro Alloys, 4" x down	Mica	Urea
Ferro Alloys, Over 4"	Nickel Ore	Vermiculite, Expanded
Ferro Chrome, 4" x down	Oyster Shell, Ground	Vermiculite Ore
Ferro Chrome, Over 4"	(Under ½")	Wood Chips
Ferro Mang., 4" x down	Pitch, Petroleum	Zinc Concentrates
Ferro Mang., Over 4"	Phosphate Acid,	Zinc Ingots
Ferro Phosphorous	Fertilizer	Zircon Sand
Ferro Phos., Over 4"	Phosphate Bone,	
Ferro Silicon, 4" x down	Fertilizer	
Fluorspar, Acid Grade	Phosphate Rock, Sand, Wet	
Fluorspar, Met. Grade		

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 28

410 DELETED IN ITS ENTIRETY

412 COLLECTION AND PAYMENT OF WHARFAGE

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Wharfage is due by the owners of the commodities on which wharfage is assessed, or due by the passengers carried on vessels for compensation. The collection and payment of same must be guaranteed by the vessels, her owners, charterers and agents, and the use of a wharf shall be deemed an acceptance and acknowledgment of this guarantee.

As compensation to said vessel and/or her agent for timely collection of wharfage, PORTS AMERICA at its sole option, may pay a collection fee for services rendered on collection of wharfage charges, subject to strict compliance by said vessel and/or her agent to Item 802, Payment of Charges.

Within 5 working days after the completion of all vessel operations, the vessel shall render to PORTS AMERICA certified manifests in either printed or electronic form, Bills of Lading or documentation approved in advance, showing the weight and description of all cargo discharged or loaded by said vessel in the Port of New Orleans, together with such other information prescribed in forms furnished by PORTS AMERICA for the purposes of computation and assessment of its tariff charges and maintaining record. Manifests in electronic form shall comply with the United States Customs Automated Commercial System or the Board of Commissioners of the Port of New Orleans CRESCENT and PORTS AMERICA.

Wharfage charges on cargo shall be assessed on the basis of manifest weights, except as otherwise provided.

Within 10 working days following the departure of a vessel carrying passengers for hire, such vessel shall submit to PORTS AMERICA certified manifests listing all such passengers so embarking and debarking.

An administrative charge of \$100 per day, not to exceed \$1,000, shall be assessed against said vessels, her owners, charterers, and agents should they fail to render the cargo documentation in the form and within the period provided herein.

414 FREE TIME FOR INBOUND CARGO

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

The free time allowed on cargo discharged from a vessel onto wharves shall be 30 calendar days. Free time will begin at 0001 hours of the first day following final discharge of vessel and will terminate at 2400 of the last free day.

PORTS AMERICA LOUISIANA, LLC  
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 29

**Exception**

When cargo cannot be removed within the free time provided solely because of the railroad's inability to furnish cars reasonably satisfactory for the carriage of the cargo, extension of free time may be granted provided:

- (1) The final order for the placement of the railcar at the facility was actually filed with the New Orleans Public Belt Railroads within seven days after completion of discharge of the vessel; and
- (2) Application for such extension of free time is submitted in writing to the PORTS AMERICA Terminal Manager within seven days from the date of the expiration of the free time period.

**416 INBOUND DEMURRAGE CHARGES**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Charge assessed against cargo

Any portion of cargo discharged from a vessel remaining on the wharves after the expiration of free time shall immediately incur the following inbound demurrage charges:

- (1) \$1.42 per ton (or fraction) per day (or fraction) for the first seven days;
- (2) \$2.95 per ton (or fraction) per day (or fraction) for each day thereafter until cargo is removed from wharf.

The vessels discharging the cargo, her owners, charterers and agents, are responsible for the payment of the demurrage charges before the cargo is removed from the wharf. It is not PORTS AMERICA responsibility to give notice or advise the agent, principal, and/or shipper of expiration of free time or beginning of Demurrage.

At the option of the PORTS AMERICA Terminal Manager, the cargo may be sent to warehouse storage for account of whom it may concern.

As compensation to said vessel and/or her agent for timely collection of demurrage, PORTS AMERICA at its sole option, may pay a collection fee for services rendered on collection of demurrage charges, subject to strict compliance by said vessel and/or her agent to Item 802, Payment of Charges.

**418 DELETED IN ITS ENTIRETY**

**420 DELETED IN ITS ENTIRETY**

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 30

**422 DOCKAGE CHARGES FOR VESSELS ENGAGED IN FOREIGN, COASTWISE OR INTERCOASTAL TRADE REGULAR DOCKAGE RATE**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Dockage & Sheddage charges for vessels calling berths adjacent to the leased terminal are payable to the Board of Commissioners of the Port of New Orleans. The applicable rates for such charges can be found in the Port of New Orleans tariff for facilities in the port of New Orleans-FMCT no. 2, Section IV. Application for use of the berth space should be made in accordance with item 300 of the Port of New Orleans dock department tariff.

**424 SHEDDAGE AND/OR MARGINAL TRACK USAGE CHARGE FOR INLAND WATERCRAFT**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Dockage & Sheddage charges for vessels calling berths adjacent to the leased terminal are payable to the Board of Commissioners of the Port of New Orleans. The applicable rates for such charges can be found in the Port of New Orleans tariff for facilities in the Port of New Orleans-FMCT no. 2, Section IV. Application for use of the berth space should be made in accordance with item 300 of the Port of New Orleans dock department tariff.

**426 PAYMENT OF DOCKAGE, SHEDDAGE AND/OR MARGINAL TRACK USAGE RATE**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Dockage & Sheddage charges for vessels calling berths adjacent to the leased terminal are payable to the Board of Commissioners of the Port of New Orleans. The applicable rates for such charges can be found in the Port of New Orleans tariff for facilities in the Port of New Orleans-FMCT no. 2, Section IV. Application for use of the berth space should be made in accordance with item 300 of the Port of New Orleans dock department tariff.

**428 ANNUAL LICENSE CHARGES FOR HARBOR TUGS AND AUXILIARY SERVICE CRAFT**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Dockage & Sheddage charges for vessels calling berths adjacent to the leased terminal are payable to the Board of Commissioners of the Port of New Orleans. The applicable rates for such charges can be found in the Port of New Orleans tariff for facilities in the Port of New Orleans-FMCT no. 2, Section IV. Application for use of the berth space should be made in accordance with item 300 of the Port of New Orleans dock department tariff.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 31

432 DOCKAGE CHARGES FOR PASSENGER VESSELS WITH PASSENGERS ON BOARD AFTER 24 HOURS

ISSUED - August 27, 2001                      Effective - October 1, 2020

Dockage & Sheddage charges for vessels calling berths adjacent to the leased terminal are payable to the Board of Commissioners of the Port of New Orleans. The applicable rates for such charges can be found in the Port of New Orleans tariff for facilities in the Port of New Orleans-FMCT no. 2, Section IV. Application for use of the berth space should be made in accordance with item 300 of the Port of New Orleans dock department tariff.

SECTION V - SERVICE AND EQUIPMENT CHARGES

500 POTABLE WATER - SPECIAL HARBOR SERVICES, EQUIPMENT - CONTAINER CRANES OTHERS, - SEE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS SECTION V

Refer to the Board of Commissioners of the Port of New Orleans Dock Department Tariff for provisions in Section V - Potable Water - Special Harbor Services, Equipment - Container Cranes, Others.

SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)

600 DEFINITION - LOADING & UNLOADING

ISSUED - August 22, 2003                      Effective - October 1, 2020

Loading and unloading means the services of loading or unloading cargo between any place or point of rest on a wharf or terminal, and railcars, trucks, or any other means of land transportation and barges. Loading and unloading, for purposes of this section, shall not include the services provided in conjunction with cargo loaded or unloaded from land transportation conveyance without being placed at point of rest on the wharf or terminal, as well as cargo loaded or unloaded, directly between ocean carriers and barges, or directly between ocean carriers and open top railcars or open top trucks by ships' tackle.

Truck loading consists of moving cargo over the wharf or terminal facility to the truck from a place of rest, elevating the cargo onto the truck and stowing the cargo in the truck, but shall not include sorting or grading or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee's pallets.

Truck unloading consists of removing cargo from the body of the truck, and moving it over the wharf or terminal facility to a place of rest.

Charges for loading published in this tariff do not include the service or cost of providing or installing dunnage, blocking, bracing, or other

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 32

materials deemed necessary to secure or prepare shipments for movements. Charges for these services are as shown in Item 626 of this tariff.

Charges for unloading published in this tariff exclude the removal from rail cars the lading, blocking, bracing, strapping, paper or debris of any kind.

All and any requests for amendment to original Bill of Lading terms affecting either direct discharge to barge and/or direct to dock, must be obtained by respective shipper, consignee, and/or its designated agent direct from authorized Carrier, Charterer and/or designated Vessel Principal, prior to operational change request being considered by PORTS AMERICA. Once stevedores receive written authorization to allow requested change from any of above authorized principals, PORTS AMERICA will, in turn, quote to requesting party, any assorting and/or other related charges required. Requesting party must then submit written instructions authorizing acceptance and guarantee of payment for charges specified, prior to PORTS AMERICA implementing requested changes.

**602 EXCEPTIONS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Except as otherwise provided herein, PORTS AMERICA shall have the full privilege, right and obligation to perform, or have performed, all loading or unloading services required as set forth in this tariff.

**Exception for trucks**

The choice of utilizing the services of PORTS AMERICA, for full loading and/or unloading of trucks shall be left to the discretion of the cargo owner, shipper or receiver. The motor carrier or truck operator may designate the party to move the cargo within the truck. PORTS AMERICA reserves the right to change this practice upon (30) thirty-day notification to the Trade.

PORTS AMERICA shall not be required to furnish pallets, dunnage packing, bracing, blocking or any other material required for such loading or unloading including bridge plates.

The designation of a licensed independent lift operator shall be in accordance with the requirements of Item 604.

The cargo owner may choose to load or unload self-propelled vehicles only with his own employees, however, should he elect to do so, he shall furnish to PORTS AMERICA evidence of insurance coverage including, but not limited to, Workers Compensation, Comprehensive General Liability, and such other insurance in such form and with such minimum limits as PORTS AMERICA may require. Failure to obtain and submit evidence of such insurance coverages as required shall constitute cause for denying the use of the PORTS AMERICA facilities.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 33

**604 DESIGNATION OF LICENSED INDEPENDENT LIFT OPERATOR**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

Cargo owners, shippers or receivers who desire to utilize the services of a party other than PORTS AMERICA, to load or discharge a truck, van or trailer, may do so, subject to the following:

Only those parties holding a valid license, issued in accordance with the provisions of this Tariff, Section III, Item 310, and meeting all requirements of Item 310, shall be authorized to perform this service. Cargo owners, shippers or receivers shall notify PORTS AMERICA in writing, prior to the anticipated receipt or delivery of the cargo, naming the licensed independent lift operator authorized to perform the service. The licensed independent lift operator designated by the cargo owner, shipper or receiver shall be reported to the PORTS AMERICA Terminal Manager, and the request shall be considered as approved, unless the PORTS AMERICA Terminal Manager notifies the appropriate party to the contrary. Such requests shall be renewable by the cargo owner, shipper or receiver.

**606 RESPONSIBILITY**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

Any person who performs loading and unloading services, as defined herein, whether at the request of a motor carrier, truck operator, cargo owner, shipper or receiver shall perform such services in accordance with and be subject to all of the rules and regulations set forth in this tariff.

**608 DOCUMENTATION FEE**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

This fee shall be assessed for the distribution of paper work documentation to any and all truckers at any PORTS AMERICA wharf, terminal or container yard facility, whether FAXED OR HAND DELIVERED BY SENDER. THE TRUCKER WILL BE ASSESSED A DOCUMENTATION HANDLING FEE OF \$3.40 per page (including but not limited to cover page) for this service, payable at time of transaction.

This fee shall be assessed to all land carriers without regard to party performing the loading/unloading service.

**Exception**

This fee shall not apply to land carriers in possession of proper documentation at time of pick-up or delivery, nor shall this fee be assessed in connection with documentation distribution required as receipt of goods delivered or received by PORTS AMERICA.

**610 APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED AND NON-PALLETIZED SHIPMENTS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

The loading and unloading charges applicable to palletized cargo, provided herein, shall, unless otherwise provided, apply to shipments which are palletized, skidded or unitized to permit loading or unloading, with one driver and one forklift machine. On shipments not so palletized, skidded or unitized, the loading and unloading charges applicable to non-palletized cargo shall be assessed.

**612 REFER TO SECTION VIII**

**613 PRODUCTION OF ACCURATE SUPPORTING DOCUMENTATION**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Accurate supporting documentation, with respect to specific billing information for unloading/loading is the responsibility of the party receiving said services. Should supporting documentation not specifically reference the party to be billed with respect to unloading/loading charges, said charges will be for the account of the party requesting said services.

Those Companies who continue to furnish incorrect billing information resulting in re-billing to additional parties will be denied credit privileges. An administrative charge of \$57.07 per each individual invoice re-billed to other parties will apply.

**614 SCHEDULING OF TRUCK APPOINTMENTS (Breakbulk Cargoes)**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

The appointment desk hours are 8:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m., Monday through Friday. All appointments will be coordinated through the internet or appointment desk, and all parties connected with the delivery or receipt of general breakbulk cargoes will be accorded equal access to available time slots on a first come first serve basis regardless of the party performing the loading/unloading service.

Appointments will be scheduled on the present day for the next normal workday only.

PORTS AMERICA will not be responsible for any standby charges for delays to truckers.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 35

**615 SCHEDULING OF TRUCK APPOINTMENTS (Containers at PORTS AMERICA Container Facility)**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

The truck line or its authorized agent must access the Napoleon - TOS Portal via our website [www.portsamericalouisiana.com](http://www.portsamericalouisiana.com) and register their truck line, provide dispatcher instructions and request an appointment for each truck before the truck enters the new Napoleon Avenue terminal. Each truck must be completely registered with UTN placards installed on the drivers and passenger door and a compatible transponder tag installed.

PORTS AMERICA will not be responsible for any standby charges for delays to truckers.

**616 SCHEDULING AND PLACEMENT OF RAILCARS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

The scheduling and placement of railcars shall be coordinated with the PORTS AMERICA Terminal Manager.

**618 NORMAL WORKING HOURS (Excluding Saturdays/Sundays/Holidays)**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

For the purpose of delivery or receipt of general cargo, the normal work hours are Monday through Friday 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m.

For container delivery or receipt, the normal work hours are Monday through Friday from 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m., except the pick-up gates will close at 4:00 p.m. and the receiving gates will close at 4:30 p.m. to allow for all outbound traffic to depart by 5:00 p.m.

Changes to normal work hours and emergency announcements will be provided at (504) 894-6446. The backup emergency number is (225) 387-0971.

**620 CHARGES APPLICABLE ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS AND AT TIMES OTHER THAN REGULAR WORKING TIME**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

When the party makes prior arrangements for performing the service to load and/or unload break bulk cargo/full or empty containers on Saturdays, Sundays or Legal Holidays, or at hours other than 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. of regular working weekdays, the loading and/or unloading charges applicable to such operations shall be applied, plus associated overtime related costs, which are to be quoted on a case-by-case basis.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 36

Orders for weekend work must be furnished to PORTS AMERICA by 1500 hours on previous workday.

**622 COMPLIANCE WITH LAWS, REGULATIONS, ETC.**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

The Licensed Independent Lift Operator and the cargo owner or instances of outside operators functioning as set forth in this tariff shall be responsible for compliance with all applicable laws, regulations, rules and ordinances of federal, state and local authorities.

**624 RESPONSIBILITY RAILCAR DEMURRAGE AT BERTH**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

In performing the loading and unloading services as provided in this tariff, PORTS AMERICA shall be acting as the representative of the consignor or consignee of the cargo.

Whenever PORTS AMERICA has ordered or approved the placement of railcars and the cars are actually or constructively placed in accordance with the order or approval, they shall be responsible to the consignor or consignee of the cargo for any railcar demurrage accruing by reason of failure to load, unload, or use and properly and timely release such cars, or by reason of failure to timely notify the switching carrier of the unsuitability of particular railcars. Responsibility for the railcar demurrage shall, in no event, accrue or result from delays caused by (A) consignor, consignee or his representative, or (B) the rail carrier, including failure of rail carrier to timely remove cars after they are properly and timely released, or (C) placement of unsuitable cars for loading.

Under no circumstances shall PORTS AMERICA be responsible to the consignor or consignee of the cargo for railcar demurrage which may accrue during the first two (2) days of loading (7:00 a.m. to 7:00 a.m.) or the first two (2) days of unloading (7:00 a.m. to 7:00 a.m.) following such actual or constructive placement. (See Rule 2A, N.O.P.B.R.R. Tariff NOPB 9019C, effective July 1, 1994.)

PORTS AMERICA, subject to terminal space availability, reserves the right to limit the number of railcars, which can be spotted at our lease facilities on any given day and/or any given period of time. In such cases where either shed and/or open space may be limited, PORTS AMERICA will so advise Vessel, Agent, Carrier and/or Shipper as to actual number of railcars which can be spotted on a daily basis. On such occasions, PORTS AMERICA will only accept railcar demurrage based upon specific number of railcars previously agreed to in writing. Any and all railcar demurrage, which may occur in excess of this arrangement, will be for account of Shipper and/or Carrier and not for PORTS AMERICA.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 37

625 SELF-PROPELLED VEHICLES INSPECTION THC CHARGES

ISSUED - August 22, 2003                      Effective - October 1, 2020

PORTS AMERICA will provide labor to inspect all SPVs prior to receipt and/or delivery at the following rates:

- (1)    \$ 92.60 Automobiles/trucks under 5,000 lbs.
- (2)    \$289.31 Each truck, tractor, agriculture and grading road-making equipment, buses, motor homes, etc. over 5,000 lbs.
- (3)    \$ 53.79 Service charge each, when necessary, to drain or add fuel or water or disconnect or connect battery cables.

626 PALLETIZED/UNITIZED/SKIDDED CARGO

ISSUED - August 22, 2003                      Effective - October 1, 2020

- (1)    (Applicable only for unitized cargo amenable to handling by one driver, one forklift machine.)

Trucks, Vans and Trailer Rates [See Note 1 below]

- (a) Lump sum per truck, handled by standard Forklift machines up to 10,000 pound capacity..... \$ 138.77
  - (b) Lump sum per truck, handled by forklift machines exceeding 10,000 pounds, but not greater than 20,000 pounds capacity.....\$ 160.28
  - (c) Lump sum per truck, for cargo handled by Forklift machines of 20,000 pounds up to 50,000 pounds capacity.....\$ 266.72
- Note: Any palletized/unitized/skidded commodity that requires a 30,000# lift machine (regardless of the cargo weight) in handling the cargo due to size or length will be subject to the rate of \$266.72 per truck.
- (d) Lump sum per truck, when handling loose pipe, using appropriate fork lift machine and/or machines, for flatbed trailers equipped with proper industry approved pipe stakes.....\$ 295.00
  - (e)    Lump sum per truck, when handling loose pipe, using appropriate fork lift machine and/or machines, for flatbed trailers without proper, industry approved pipe stakes.....\$ 385.07
  - (f)    Lump sum per truck, for commodities in bales, bags, bundles, rolls, rums or barrels, requiring the use of squeezer, clamp, or barrel picker and/or any other special attachments .....\$ 144.68
  - (g)    Use of mobile ramp for driving rolling equipment on and/or off truck trailers equipment.....\$ 145.87

NOTE: Ramp rental charge covers use of mobile ramp only and does not include PORTS AMERICA labor/equipment to assist Driver with either physical

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 38

loading/unloading of Rolling equipment units. When PORTS AMERICA labor/equipment is furnished at trucker's request to assist with loading/discharging of rolling stock, an additional hourly charge of \$261.17 per hour will apply (minimum one-hour charge)

(2) Railcar Rates [See Notes below]

(a) Except as otherwise provided, the loading and unloading rate for railcars shall be lump sum per boxcar..... \$ 462.91

(b) Exceptions (rates per ton of 2000 lbs.):

(c) As an accommodation to shippers and consignees, PORTS AMERICA will arrange to dray cargo to/from separate shed locations, for the same and/or multiple Carriers, for the exclusive purpose of loading and/or unloading cargo to/from the same single railcar. On those occasions; however, where long haul of cargo is required to achieve this purpose (multiple lots of cargo stowed in shed areas located in excess of 400 feet) from area where railcar is spotted by NOPB (New Orleans Public Belt), the following truck dray rates will apply and which rates are in addition to separate published tariff rate charges for loading/unloading of railcar:

- 1) One Package up to Sixteen Packages \$ 70.68
- 2) Over Sixteen up to Thirty-two Packages \$140.59
- 3) Over Thirty-two Packages up to Forty-eight Packages \$210.08

Note - The above charges are in lieu of NOPB switching charge of \$430.21 per shift, which would incur should NOPB arrange shifting of cars to/from different cargo shed locations, as compared to PORTS AMERICA handling as proposed above.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 39

	<u>LOAD</u>	<u>UNLOAD</u>
Kraft Liner Board - Less than 800 lb. Rolls		\$11.61
- 800 to 1600 lb. Rolls . . . . .		\$ 8.39
- Over 1600 lb. Rolls . . . . .		\$ 6.32
Newsprint . . . . .	\$ 8.39	\$ 8.39
Plywood, weight per unit including pallet		
- 500 pounds to 999 pounds.....	\$17.52	\$11.71
- 1000 pounds to 1999 pounds.....	\$15.60	\$10.52
- 2000 pounds and over.....	\$13.99	\$ 9.69
Rubber.....	\$ 7.62	
Wire or cable (metal or alloy) (reels or Spools) weight per unit including reel		
- 500 pounds to 999 pounds.....	\$17.52	\$11.71
- 1000 pounds up to 1999 pounds.....	\$15.60	\$10.52
- 2000 pounds and over.....	\$13.99	\$ 9.69
Woodpulp, in packages weighing		
- less than 800 pounds.....	\$16.12	\$11.61
- 800 pounds up to 999 pounds.....	\$16.12	\$10.10
- 1000 pounds and over.....	\$16.12	\$ 8.39
- when unloaded from barges.....	\$16.12	\$12.80

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 40

**628 NON-PALLETIZED, NON-UNITIZED CARGO**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

(Applicable to trucks and railcars, except as otherwise noted. Rates per ton of 2,000 pounds.)

	<u>LOAD</u>	<u>UNLOAD</u>
USDA bagged cargoes, railcar only		\$ 8.29
Explosives	By Special Agreement	
Vehicles	By Special Agreement	
All Articles (not applicable where charges are provide in other items		
-In bags or sacks, each weighing:		
- 60 pounds or under . . . . .	\$19.48	\$18.29
- over 60, but less than 100 lbs . . . . .	\$17.88	\$15.18
- 100 pounds or over . . . . .	\$17.88	\$11.92
-In barrels or drums each weighing:		
- under 200 pounds . . . . .	\$24.82	\$26.22
- 200 pounds or over . . . . .	\$17.20	\$13.78
-In boxes or crates each weighing:		
- under 30 pounds . . . . .	\$27.00	\$27.00
- over 30 pounds . . . . .	\$23.99	\$19.48
-In other packages or in bales,		
- bundles or loose . . . . .	\$28.92	\$27.41

**630 DAMAGED CARGO**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Rates furnished upon request.

**632 HEAVY LIFTS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

The following heavy lift charges shall be assessed on each single piece or package of cargo when as a result of either dimensions and/or weight of individual piece or package does not allow safe handling with a single fork lift machine and a shore crane is required for handling, only when such cargo is loaded and/or unloaded from or to open top railroad cars, trucks, vans and trailers and are in lieu of all other handling charges published in Section Six of this tariff:

Cargo, not otherwise specified, and valued at not more than \$300,000 for a single lift (per net ton of 2,000 lbs.)..... \$37.62

Cargo, not otherwise specified, and valued over \$300,000 per each single lift; handling rate will be quoted on a case-by-case basis.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 41

The above shall apply for those lifts requiring (1) one single shore crane and is subject to a minimum handling charge of \$1,021.79, and/or above published tariff rates, whichever is greater.

**634 HANDLING DAMAGE FREE EQUIPMENT**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Whenever the party performing the service is required to load/unload railcars or trucks, vans or trailers designated as damage free vehicles, there will be a charge of \$.98 per ton of 2,000 pounds in addition to the commodity handling rate as compensation for work performed in handling bracings which are part of the vehicle.

**636 CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND STACKING**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Loading of cargo requiring special construction, bracing and stacking, in accordance with instructions and orders received prior to the loading operation, will be loaded at the applicable rate plus the actual cost of labor/materials plus 15 percent.

**638 SPECIAL HANDLING EQUIPMENT CHARGES**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Rates for commodities, except heavy lifts, when because of their size, configuration or the construction of or location of the rail car or truck, must be loaded or unloaded to or from rail cars, barges or trucks by water derricks, floating cranes or mobile cranes, shall be by special agreement.

**640 SPECIAL SERVICES**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Any labor or material required for special services not covered in this tariff, including but not limited to making cargo available for sampling; bagging, boxing, crating or sacking any cargo; banding or wiring any cargo; reconditioning any cargo; coopering; papering floors, walls or doors of railroad cars, barges, lighters and trucks, vans and trailers, may be provided at actual cost of labor/materials plus 15 percent, (see definition of LOADING AND UNLOADING in Item 600 of this tariff).

When it is necessary to burn metal bracings or lashings of cargo, the charge, in connection with the unloading of cargo for such special services, shall be cost of labor/materials and equipment plus 15 percent.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 42

In the event the rail carrier fails, in its obligation to furnish rail cars, clean and otherwise suitable for the loading of freight, PORTS AMERICA shall have the option to reject such cars to the rail carrier, or enter into an agreement with the rail carrier to clean and/or otherwise make such car suitable for the safe loading of freight for account of the rail carrier, and the aforesaid charges for such special services shall be billed to the rail carrier at the cost of labor/equipment plus 15 percent.

**642 CHARGES FOR SEGREGATION OF CARGO**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

When any railcar, truck, van or trailer (all hereinafter referred to as "vehicle") contains cargo of more than two shipping marks per vehicle and the cargo must be segregated by marks in accordance with the shipping document, the following segregation charges will apply on unloading, to be billed to the party delivering the cargo at the wharf or terminal facility:

(1) All articles, except cotton:	<u>Per Vehicle</u>
3 to 8 marks per vehicle . . . .	\$ 60.01
9 to 15 marks per vehicle . . . .	\$ 94.00
Over 15 marks per vehicle . . . .	\$ 127.68
(2) Cotton, in bales:	<u>Per Bale</u>
3 to 5 marks per vehicle . . . . .	\$ .52
Over 5 marks per vehicle . . . . .	\$ .88

**644 CHARGES FOR ACCUMULATION OF CARGO**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

When any vehicle requiring accumulation or assembly of cargoes of multiple marks/sizes or mixed bills of lading other than straight bill of lading, for loading to any vehicle, the following charge will apply in addition to any normal loading charge regardless of the party performing the loading service, to be billed to receiving party at the wharf or terminal shall apply:

All articles in any of above combination:

3 to 4 marks/sizes per vehicle . . . . .	\$ 60.01
5 to 8 marks/sizes per vehicle . . . . .	\$127.68
Over 8 marks/sizes per vehicle . . . . .	\$167.79

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 43

SECTION VII - TERMINAL AND EQUIPMENT CHARGES

700 CHARGE - CONTAINERS

ISSUED - August 22, 2003                      Effective - October 1, 2020

Terminal charges are based upon straight time only. Containers received/ delivered in overtime will be charged rates in accordance with Tariff Item 620.

702 DOCUMENTATION

ISSUED - August 22, 2003                      Effective - October 1, 2020

The Terminal Operator will perform the necessary clerical work to effect physical exchange of the container between the motor carrier (or its agent) or water carrier and the Terminal Operator.

Note - The expression "necessary clerical work" includes notation by the Terminal Operator on PORTS AMERICA equipment interchange receipt as to apparent damage(s) (not including normal wear and tear) of deficiency (ies) found by outward visual inspection of the container. Included is visual inspection of the chassis running gear and lights, but not the contents of the container. The notations of the physical status of the equipment may be documented by pictures of the equipment entering or leaving the PORTS AMERICA Container terminal. The picture will be available for review a minimum of 30 calendar days from the date the equipment moved through the gate complex. Not included is any repair to the container or its equipment.

Retrieval of archived picture files, greater than 30 days from date of terminal interchange, will be provided for \$39.09 per interchange requested.

704 RESPONSIBILITY FOR DELAYS

ISSUED - August 22, 2003                      Effective - October 1, 2020

No responsibility will be assumed by the Terminal Operator for delays or demurrage on railroad cars, highway trucks or detention on vessels, as well as interruption of service due to heavy rain, flooding, electrical failure and other causes beyond its control and not the fault of the Terminal Operator.

706 CONTAINERS LOADED IN EXCESS OF RATED CAPACITY

ISSUED - August 22, 2003                      Effective - October 1, 2020

The rates, rules and regulations published in this tariff are not applicable to containers loaded in excess of their rated capacity. Neither the terminal nor the crane owner will permit its mechanical equipment (designed for movement or carriage of containers) or the container crane to be used in any way to lift, move or transport a container loaded in excess of its rated capacity, should the terminal

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 44

equipment or the crane be used to lift, move or transport a container which is loaded in excess of its rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands, and suits for damage including damages for death and personal injury, and including court costs and attorney's fee, incident to or resulting from such unauthorized use.

Containers delivered to the terminal by inland carrier in excess of their rated capacity will be rejected at the gate and not received.

**708 LOSS OR DAMAGE**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

Watchman - terminal provides routine watching services. The intent of this is to supply personnel to do ordinary watching functions to serve as an alert in the hope of preventing theft and/or fire, but it is not intended to be construed as insurance in the case of either fire or theft. The watching service provided is a private service and, like public "police" service, undertaken to prevent theft to the best of its ability, but does not guarantee it nor insure against loss by fire, theft or pilferage.

Regardless of any other provisions of this item, the Terminal Operator shall have no responsibility for visible or concealed damage or loss nor for the condition of contents or damaged containers except and to the extent caused by negligence of Terminal Operator or its employees. The Terminal Operator shall not have responsibility for contents of containers which do not have intact listed seals.

Containers delivered to the terminal by inland carrier without seals or without intact seals will be rejected and not received by the terminal.

Through prior written authorization a Line may request the terminal accept containers without seals or without intact seals. The terminal will immediately seal such containers and a sealing charge will apply. Responsibility provisions of this item are still applicable.

**710 LIMITATION OF LIABILITY FOR LOSS OR DAMAGE**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

PORTS AMERICA shall not be liable for any damage unless caused by its negligence or the negligence of its servants. In all events its liability will be limited to the lesser of the actual damages caused or \$500.00 per package or customary freight unit. For containers containing goods loaded to pallets or other packaging utilized to facilitate loading or unloading to and from the container, the "package" for purposes of this calculation shall be the pallet or such other packaging. PORTS AMERICA and its subcontractors shall be deemed to be subcontractors of each carrier for purposes of inclusion in "Himalaya" clauses of the carrier's bill of lading, waybill or other transport document providing carrier's subcontractors with the benefit of the carrier's limitation of liability provisions.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 45

**712 RECEIVING OF CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Containers having damage or variances which may impede normal movement with the terminal's mechanical equipment will not be received in the marshalling yard unless prior arrangements have been made with the Terminal Operator.

Handling of such containers will be on an extra labor and equipment basis of cost plus 25%.

**714 RECEIVING OF CONTAINERS HAVING DIMENSIONAL LENGTHS OTHER THAN 20'/40'**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Prior arrangements must be made with Terminal Operators and crane owner by the authorized agents of the vessel and inland carrier before containers having dimensional lengths other than 20' or 40' will be handled.

**715 INSPECTION OF OFF-HIRE/SALE BOXES ON TERMINAL PREMISES**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Prior arrangements must be made with Terminal Operators and crane owner by the authorized agents of the vessel and inland carrier before containers having dimensional lengths other than 20' or 40' will be handled.

a) Visually Inspect Boxes at their existing place of rest in yard

    \$88.84 per each inspection

b) Ground boxes for inspection purposes

    \$119.65 per each inspection

Note: Any and all re-handles required to position boxes for inspection purposes to be charged additionally at \$51.80 per each re-handle.

**716 SEALING OF CONTAINERS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Any sealing of containers requested by the line or their agents will be charged at \$88.84 per container.

**717 EXPLOSIVE AND RADIOACTIVE CONTAINERS (IMPORT OR EXPORT)**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Any Explosive, Radioactive Container or any container with an IMO Class 1 or an IMO Class 7 rating must be removed from or delivered to Ports America terminal within 24 hours of vessel working. For vessels working on weekends and/or holidays these



PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 47

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Any export booking that is rolled, transferred, has port changes, vessel changes, voyage changes, vessel cancellations etc., are subject to a flat rate fee per container already received of \$65.29. Containers that are received after the change is effected are not subject to this fee.

The above rate applies to any and all changes made prior to vessel cut-off date and time. Should changes be requested after vessel cut-off date and time, all related labor personnel and necessary equipment to be charged additionally on a cost +20% basis as per actual hours required.

**723 CHARGE FOR INTERCHANGE OF EACH CONTAINER/CHASSIS IN OR OUT OF GATEHOUSE AND/OR FROM BARGE AND/OR RAILCAR**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

\$38.14 per each Equipment Interchange Report. For inspection and interchange requested by the line on overtime, see separate overtime charges to apply as per Item 620.

**724 TERMINAL MODERNIZATION FEE - Temporary Suspension as of 4.21.21**

**Issued - August 22, 2003                      Effective - May 3, 2021**

A charge of \$25.00 per loaded container will be assessed as a Terminal Modernization Fee

**725 UNUSABLE EQUIPMENT/STORAGE CHASSIS AND CONTAINERS (REGARDLESS OF GATE VOLUME)**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

As an alternative to accruing storage charges on heavily damaged empty containers and based upon written transfer release from actual owner of equipment assigning ownership to PORTS AMERICA, Terminal Operator will arrange to dispose/remove damaged containers from the terminal for an administrative fee of \$1,403.89 per each container.

**726 STORAGE FOR EMPTY CONTAINERS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Empty containers, whether on chassis or grounded in the yard park, shall be charged storage according to the following formula:

Free allocation of empty containers shall be computed as 1 times the weekly average heavy leg loaded container volume in TEU.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 48

"Heavy leg loaded container volume" is defined as the higher of the average vessel discharge loaded container volume or the loading loaded container volume in TEU on a weekly basis. This average shall be calculated annually based on November 1 to October 31 and will be applied based upon the prior years' calculation. For new services, the calculation will be based on the first 8 weeks of activity and applied retroactively until such time as there is 3 months' worth of activity, at which point the calculation will be redone and will be used until such time as the October recalculation is done.

Any excess empty container TEU's beyond the above-calculated amount shall be invoiced at a rate of \$4.55 per TEU per calendar day of excess.

**727 FREE TIME AND APPLICABLE DEMURRAGE CHARGES ON LOADED CONTAINERS**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

**Import** loaded containers shall be stored free of charge for steamship lines for the first 5 consecutive calendar days. Beginning on day 6 and through day 11, there will be a charge of \$4.58 per TEU, per day. For each additional 5-day period, the rate shall increase in increments of \$4.58 per TEU, per day until day 30, when the rate becomes \$30.46 per TEU, per day.

**Export** loaded containers shall be stored free of charge for steamship lines for the first 10 consecutive calendar days. Beginning on day 11 and through day 15, there will be a charge of \$4.58 per unit, per day. For each additional 5-day period, the rate shall increase in increments of \$4.58 per unit, per day until day 30, when the rate becomes \$30.46 per unit, per day. For all days thereafter, the rate shall be \$30.46 per unit, per day.

**NOTES:**

- (1) Transshipped containers will be deemed to be in storage for the account of the discharging ship; no containers will be deemed as being stored for the account of the load back ship.
- (2) Upon discontinuation of a regular user service, ten (10) consecutive calendar days free time will be allowed on all equipment remaining on the terminal after the discharge of the last vessel. Following expiration of free time, demurrage charges will be assessed at the rates as set out above.
- (3) PORTS AMERICA Louisiana reserves the right to implement exceptions.

**728 FREE TIME AND STORAGE ON CHASSIS**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

Empty chassis shall be stored without charge for customers stevedoring vessels or the pool operator at each terminal so long as the total number of such chassis does not exceed 33% of the average weekly heavy leg loaded container volume, by size, for each length of chassis.

All empty chassis stored on the terminal in excess of the number allowed free storage will be charged a daily storage charge of \$6.89 per TEU per day.

PORTS AMERICA LOUISIANA, LLC  
TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 49

NOTES:

- (1) PORTS AMERICA reserves the right to implement exceptions.

**729 FREE TIME AND DEMURRAGE ON LOADED CONTAINERS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

**1.     DEFINITIONS**

- A. As used herein the term "container(s)" includes container equipment and containerized cargo. The term "cargo" refers only to the cargo within the container(s) and does not include the container equipment.
- B. Export Free Time - The specified period during which container(s) may occupy space on the terminal facility free of demurrage immediately prior to the loading of such container(s) on the vessel.
- C. Import Free Time - The specified period during which container(s) may occupy space on the terminal facility free of demurrage after discharge of such container(s) from the vessel onto the terminal facility.
- D. Commencement of Demurrage - Demurrage will commence on the first calendar day after the expiration of free time.
- E. Demurrage - A charge assessed against the container(s) remaining in or on the terminal facilities after the expiration of free time.

**2.     COMPUTATION OF FREE TIME PERIOD**

- A. Export Free Time on container(s) shall commence at 12:01 a.m. on the first calendar day after the said container(s) is received at the terminal facility and terminate at 11:59 p.m. on the final day of free time.
- B. Import Free Time on container(s) shall commence at 8:00 a.m. on the first calendar day following completion of discharge of the vessel and will expire on the last day of free time.

**730 AFFIXING AND/OR REMOVAL OF PLACARDS TO/FROM CONTAINERS**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

When requested, terminal operator will charge a fee of \$41.57 per each placard either removed and/or affixed to a container and/or chassis.

**731 INSPECTIONS AUTHORIZED FOR COMPLIANCE WITH U.S. GOVERNMENT REGULATIONS AND/OR OTHER REGULATORY AGENCIES INCLUDING COAST GUARD INSPECTIONS:**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 50

Charges for inspections performed by government regulatory agencies such as U.S. Food and Drugs, U.S. Customs, USDA, or National Cargo Bureau, when required, shall be charged to the Carrier and/or its' agents, requiring such inspections.

PORTS AMERICA will not allow outside vendors to open containers for inspection purposes and when such services are required, PORTS AMERICA Port Personnel will arrange to furnish such services upon request. An inspection fee per each container will apply and will be charged to the responsible party ordering same. Rate to be quoted on a case by case basis.

US Customs Container Security Initiative inspections requiring X-RAY examinations of any and all full and/or empty containers either at shipside location and/or in yard, USDA interior and/or exterior inspections of containers placed on automatic hold and/or other regulatory inspections as may be required, the following charges shall apply:

1. Inspections carried out at shipside locations - \$198.90 per each container inspected.
2. Inspections carried out at container marshalling yard - \$251.12 per each box inspected if advance notice furnished to PORTS AMERICA, prior to commencing vessel load and/or discharge operations for approved users of the New Orleans chassis pool. Steamship lines not approved to use the New Orleans chassis pool will be subject to a rate of \$298.67 per container. If information is received after vessel operations commence and containers are already in a stacked position in the marshalling yard and it becomes necessary to locate/remove/replace specific containers numbers to/from stack, including re-stacking of any and all containers previously moved for such purposes, an additional re-handle charge of \$61.35 per each box rehandled, shall also apply.

NOTE 1: Above charges cover staging of boxes for inspection purposes including mounting/dismounting to/from chassis and draying of containers to/from XRAY equipment locations or other inspection areas, to/from shipside and/or marshalling yard locations.

NOTE 2: On all occasions, once cargo is received in PORTS AMERICA direct control and custody, the responsibility for release of containers placed on hold by any Government and/or related regulatory agency initiates a direct obligation for compliance, by PORTS AMERICA on Carrier's behalf. As such, prior to all cargo remaining in our care and custody being released from our possession, Inspection related charges will either have to be paid in full and/or written notification received from Carrier, guaranteeing payment of all related inspection fees. PORTS AMERICA will not handle direct collection of inspection fees from any other involved party, other than vessel agent and/or Carrier. Containers, in the interim, which are placed on hold by PORTS AMERICA as a result of non-compliance with above specified credit terms, will continue to incur all other charges applicable per our published tariff.

**732 ELECTRICAL SERVICE AND TEMPERATURE MONITORING OF REFRIGERATED CONTAINERS AT THE TERMINAL**

ISSUED - August 22, 2003

Effective - October 1, 2020

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 51

The Terminal Operator will furnish electrical power to refrigerated and heat containers at a rate of \$68.97 per container, per each twenty-four (24) hours or any fraction thereof. Rate is subject to further adjustment based upon any subsequent rate increase(s) passed on to local New Orleans users of electrical services by New Orleans Entergy Corporation.

When requested, PORTS AMERICA will provide temperature monitoring service rates based on a fixed minimal number of boxes to be monitored each day.

Note - The Terminal Operator and its affiliated companies providing these services will not be responsible for the repair of any equipment, except as authorized in writing and agreed in writing by the terminal or its affiliated companies.

In consideration of providing services at the quoted prices for refrigerated containers, it is agreed the total liability of Ports America Louisiana, LLC, its parent and affiliated corporations, including but not limited to Watermark Terminal Services, their employees and agents (collectively and individually "PORTS AMERICA") is limited to \$500.00 per refrigerated container (regardless of the number of packages, pallets or customary freight units in the refrigerated container) in the event of any damage sustained by containerized cargo or any delay in its shipment incurred or sustained while said cargo is in the possession, custody or control of "PORTS AMERICA", regardless whether such damage or delay was caused by, in whole or in part, or in any way related to the negligence of, breach of duty of, breach of warranty of, breach of contract by or strict liability of PORTS AMERICA.

Customer agrees to defend, indemnify and hold PORTS AMERICA and its directors, officers, employees and agents harmless from any and all claims, suits or damages in excess of \$500.00 per refrigerated container, arising out of or in any way related to such damage or delay to the containerized cargo, regardless of the partial or sole negligence, strict liability, breach of duty, breach of warranty, or breach of contract of PORTS AMERICA and also agrees to pay all attorneys' fees and costs incurred by PORTS AMERICA in enforcing this provision. Should customer wish to have a greater limit of liability or to arrange insurance coverage, PORTS AMERICA is to be contacted to discuss these options.

**736 CONTAINERS/CHASSIS INTERCHANGED BETWEEN CARRIERS/OTHER PARTIES INSIDE TERMINAL**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

A charge of \$67.88 will be paid by the party receiving the equipment. The Terminal Operator will remove old I.D. placards and attach new I.D. placards and will make one rehandle to move the equipment from one stack to another for this charge. Any additional rehandles will also be paid by the same authorizing party. This charge does not include an inspection of the equipment.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 52

**737 CHARGE OF RENTAL EQUIPMENT (Hourly Basis)**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

The hourly rental rates for equipment listed below, when available, will be quoted on a case-by-case basis and such charges will apply for equipment with no operator. A fuel surcharge of ten percent will be added to all hourly rental rates for equipment described below.

Service vehicle	Maintenance
Pick-up truck	(Pick-up truck)
Lift machine	(5,000 lbs. and under capacity)
Lift machine	(10,000 lbs. and under capacity)
Lift machine	(30,000 lbs. and under capacity)
Lift machine	(52,000 lbs. and under capacity)
Stacker lift Machine	(25,000 lbs. and under capacity)
Stacker lift machine	(85,000 lbs. and under capacity)
Rubber Tired Gantry	
Tractor, switching	
Trailers	
RORO lift machine	(30,000 lbs. and under capacity)
Sweeper (4 hour min.)	(90,000 lbs. and under capacity)
Squeeze (Cotton)	(Clamp attachment)
Squeeze (Paper)	(Clamp attachment)
Drum Attachment	

Operators for any of the above equipment will be billed additionally at cost plus (25%) twenty-five percent for all pay time and guarantees.

**738 TERMINAL CHARGE TO APPLY TO BREAK BULK CARGO RECEIVED AT PORTS AMERICA TERMINALS WHEN STEVEDORING IS PERFORMED BY OUTSIDE STEVEDORE**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

Charges for the receipt/delivery documentation, clerking, security and other customary Terminal Operator functions for the proper care, custody and control of cargo will be charged to outside stevedore on the basis of \$7.20 per ton. Cargo will not be released from PORTS AMERICA care, control and custody until such time that terminal charges are paid in full prior to release for loading.

**740 CARGO TURNOVER FEE FOR BREAK BULK CARGO PREVIOUSLY RECEIVED ON TERMINAL AND LATER DRAYED AWAY FROM TERMINAL**

**ISSUED - August 22, 2003**

**Effective - October 1, 2020**

Charges for the turnover of cargoes previously received by Terminal Operator to other entities authorized by original receiver of cargo a turnover fee of \$11.89 per ton will apply. Terminal charge must be paid in full prior to release of cargo by PORTS AMERICA.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 53

**742 FACILITY ACCESS CHARGE**

ISSUED - August 22, 2003                      Effective - October 1, 2020

A one-time charge of \$5.14 per container for each loaded container of non-vessel related cargo that enters or leaves PORTS AMERICA Terminal facilities, which is stored and/or stuffed at the facility, but is not loaded on or off any vessel at any Board of Commissioners of the Port of New Orleans Facility.

**743 REHANDLING CONTAINER AND TERMINAL DRAYAGE CHARGES**

ISSUED - August 22, 2003                      Effective - October 1, 2020

Rehandling container charge \$61.35 for each rehandle.  
Terminal drayage \$61.35 for each dray.

PORTS AMERICA will deliver Carrier empty containers ex yard on the basis of last in and not by specific container number and/or oldest available unit. Full import loads, when the same Bill of Lading provides for multiple boxes, PORTS AMERICA will deliver the first available import box within the same Bill of Lading and not by individual container number. Should empty container equipment and/or full import/export loads be requested by individual container number, party requesting same to be charged rehandle tariff charge referred to above.

NOTE: These charges will be assessed to the party requesting service.

Truck lines that fail to park chassis in correct location (bad chassis location or good chassis location) may be assessed a drayage charge for relocating chassis to correct parking area.

**744 DELETED IN ITS ENTIRETY**

**745 CHARGES & REGULATIONS FOR USE OF THE BOARD OWNED CONTAINER CRANES**

THESE ITEMS CAN BE FOUND IN THE PORT OF NEW ORLEANS DOCK DEPARTMENT TARIFF - FMCT NO. 2, SECTION V, ITEM 514.

**746 STACKING/UNSTACKING CHASSIS/FLATBED TRAILER AND/OR FLATRACK EQUIPMENT - PER UNIT RATE TO APPLY:**

ISSUED - August 22, 2003                      Effective - October 1, 2020

- A. Yard Stacking of chassis and/or flats:
  - 1) Units of three high - rate is \$179.92 per unit of three each.
  - 2) Units of four high - rate is \$236.82 per unit of four each.
  
- B. Road Stacking of Chassis Including Banding of Units:
  - 1) Units of three high - rate is \$570.30 per unit of three each.
  - 2) Units of four high - rate is \$752.47 per each unit of four each.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 54

C. Road Stacking of Chassis which do not require banding:

- 1) Units of three high - Rate is \$380.13 per unit of three each.
- 2) Units of four high - Rate is \$411.79 per unit of four each.

Placing Flatrack Ends Up or Down:

- D. To either place ends up or down on flatracks stacking, dispatch, etc. the rate is \$33.30 per flatrack.

NOTE: PORTS AMERICA accepts no responsibility for any banding loosened by vibration.

**747 CHARGES FOR ABANDONED EQUIPMENT**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

All equipment left on the terminal without a properly completed Interchange to receive the equipment will be presumed to be abandoned.

Storage charges on this equipment shall accrue at a rate of \$45.63 per day for each of the first seven calendar days or fraction thereof, and storage charges will continue to accrue as long as equipment remains on the terminal. Beginning with the eighth calendar day or fraction thereof, storage charges shall increase to \$114.02 per day. In addition, any services provided to move the equipment out of the way of normal operations will be for the account of the owner of the equipment.

The terminal reserves the right to sell any abandoned equipment to recover all charges due within five working days of notification to the actual equipment owner, either by certified mail or within two weeks of an attempt to locate the owner through the local newspaper and/or via our web site.

**748 RECEIPT OF STOW PLANNING DOCUMENT**

**ISSUED - August 22, 2003                      Effective - October 1, 2020**

Final stow plan documents are to be received by 1600 the day prior to the vessel arrival. If received after 1700, the line will be subject to a fee of \$647.87 for clerical overtime in preparing the vessel stowage.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 55

SECTION VIII - CREDIT/PAYMENT PROCEDURES

800 EXTENSION OF CREDIT

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

PORTS AMERICA at its option in its sole discretion and subject to termination at its election, may at any time or from time to time extend credit to any user or other person conducting business with PORTS AMERICA. This extension of credit shall be pursuant to provisions of this tariff, or amendments thereof, by such user or other person establishing and maintaining single transaction annual surety bond with one hundred twenty-five percent (125%) of maximum liability per single transaction or annual maximum liability. The form and content of such bond must be acceptable to PORTS AMERICA chief financial officer. Further extension of credit may be suspended or terminated by PORTS AMERICA, subject to establishment of added or extended credit acceptable to PORTS AMERICA chief financial officer. Extension and continuation of said credit shall be conditional upon payment of invoiced charges within thirty (30) days subject to terms and conditions outlined in section VIII Item 802 (Payment of Charges) of this tariff. Furthermore, PORTS AMERICA reserves the right, at its sole discretion, to request payment or security for funding in advance, prior to vessel arrival.

802 PAYMENT OF CHARGES

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

All charges incurred under the provisions of this tariff are due upon receipt of said services unless satisfactory credit has been previously established by the customer with the PORTS AMERICA chief financial officer. If credit is extended, all tariff charges must be paid in full within thirty (30) days from the date of the invoice. Customers with account balances older than thirty (30) days will be classified as delinquent. Any delinquent customer shall immediately and automatically have credit privileges revoked.

Furthermore, account balances greater than sixty (60) days old shall be classified as extremely delinquent and said customer shall lose any collection fee that may have been credited for the timely remittance of the outstanding tariff charge.

804 CHANGES IN CREDIT STATUS

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

PORTS AMERICA shall notify customers by certified mail of any change in credit status, assuming the customer has previously posted, by certified mail, one (1) customer contact name and the correct mailing address with the chief financial officer. It is the customer's obligation to keep this information valid and current. In all other cases, PORTS AMERICA is under no obligation to contact the customer on any changes in credit status.

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 56

**806 DELINQUENT LIST AND CHARGES**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

All parties subject to the provisions of this tariff placed on the delinquent list shall immediately be denied further use of all PORTS AMERICA facilities until all delinquent invoices are paid in full. Delinquent invoices are subject to an annual interest rate of 12%, or a minimum charge per invoice of \$5.00, whichever is greater.

Should it become necessary to retain a third party collection service with respect to delinquent invoices, an additional charge of 5% of the balance of each invoice outstanding, with a minimum charge per invoice of \$100.00, shall apply to cover the cost of the collection effort.

**807 STEVEDORING/TERMINAL SERVICES WHEN PERFORMED FOR PRINCIPALS WHO DO NOT HAVE A FIXED CONTRACT AGREEMENT IN EFFECT WITH PORTS AMERICA**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

It is the intent of PORTS AMERICA to amicably negotiate pre-determined fixed Contract rates for all Principals requesting performance of either break bulk and/or Container stevedoring/terminal services within the Port of New Orleans. For those Principals who choose not to enter into any pre-determined fixed Contractual rate relationship with PORTS AMERICA, the following rates, terms and conditions will apply:

- a) Palletized Break Bulk Cargo                      \$ 27.52 per short ton of 2,000 lbs.
- b) Non-Palletized Break Bulk Cargo                      \$ 47.99 per short ton of 2,000 lbs.
- c) Containerized Cargo                      \$244.40 per each Empty/Full Container

The above specified rates are based upon straight time work and exclude Gantry/Shore Crane rental expense when and if required and/or any and all resulting labor/crane standbys/detentions/guarantees of any nature, as incurred by the stevedore. Overtime differential costs will be billed additionally to the accountable party authorizing same. Labor will be ordered and supplied to vessel on an as available basis only.

In addition to above stevedoring related charges, all applicable charges relating to performance of any and/or all associated terminal required services shall be charged additionally as per existing charges specified in current PORTS AMERICA published Dock Department Tariff.

**808 VALIDITY OF CHARGES**

**ISSUED - August 27, 2001                      Effective - October 1, 2020**

Should there be any questions with regard to the validity of any invoice issued by PORTS AMERICA, the matter must be reduced to writing and sent certified mail to PORTS AMERICA, Accounts Receivable Department, 5901 Terminal Dr., New Orleans, Louisiana 70115, within thirty (30) days after presentation of the invoice in

PORTS AMERICA LOUISIANA, LLC

TARIFF FOR FACILITIES IN THE PORT OF NEW ORLEANS Page 57

question. Any invoice not questioned within this thirty (30) day period will be considered valid and final.