



## PORT OF WILMINGTON TERMINAL TARIFF

Issued on December 1, 2021  
Effective January 1, 2022

BY:  
GT USA Wilmington, LLC

1 Hausel Road  
Wilmington, DE 19801  
Telephone: 302 472 7678  
Website: [www.portofwilmington.com](http://www.portofwilmington.com)

**Future Tariff updates are expected to be issued each October**

Partnering Progress

## Partnering Progress

### Contents

RULES AND REGULATIONS GENERAL - RULES-----	4
Rule: 34.01 USE OF THE TARIFF -----	4
Rule: 34.02 DEFINED TERMS -----	4
Rule: 34.03 ARRANGEMENTS FOR HANDLING BUSINESS -----	8
Rule: 34.04 ASSIGNMENT OF BERTH -----	8
Rule: 34.05 MOVEMENT OF VESSELS -----	8
Rule: 34.06 VESSELS REQUIRED TO USE TUGS -----	8
Rule: 34.07 DISCHARGING/LOADING LOOSE MATERIALS-----	9
Rule: 34.08 EXPLOSIVES/HAZARDOUS CARGO -----	9
Rule: 34.09 REMOVAL OF REFUSE MATERIAL -----	9
Rule: 34.10 MOVEMENT/REMOVAL OF OBJECTIONABLE FREIGHT -----	9
Rule: 34.11 IMPROPER PACKAGING -----	9
Rule: 34.12 COOPERAGE-----	9
Rule: 34.13 STEVEDORING -----	9
Rule: 34.14 LIMITATION OF LIABILITY AND INDEMNITY -----	9
Rule: 34.15 RESPONSIBILITY FOR DAMAGE TO TERMINAL -----	12
Rule: 34.16 VENDORS-----	13
Rule: 34.17 SEVERABILITY -----	13
Rule: 34.18 BUSINESS HOURS -----	13
Rule: 34.19 HOLIDAYS -----	13
Rule: 34.20 WORK STOPPAGE -----	13
Rule: 34.21 BILLING OF CHARGES-----	13
Rule: 34.22 PAYMENT OF CHARGES-----	14
Rule: 34.23 HANDLING LINES -----	14
Rule: 34.24 FRESH WATER SUPPLY -----	14
Rule: 34.25 TRUCK WEIGHING -----	15
Rule: 34.26 HARBOR SECURITY -----	15
Rule: 34.27 RIGHT TO STORE AFTER FREE TIME -----	15
Rule: 34.28 RIGHT TO SELL GOODS (UNPAID CHARGES)-----	15
Rule: 34.29 TERMINAL INSURANCE REQUIREMENTS -----	15
Rule: 34.30 STEVEDORING BY GT USA WILMINGTON PURSUANT TO TARIFF -----	17

Minimum stevedoring staffing will be consistent with gang structure and labor rates in respective collective bargaining agreements. Unless otherwise arranged, stevedoring charges for all cargo types will be assessed against the ocean carrier. -----	17
<b>Rule: 34.31 SMOKING WITHIN THE TERMINAL-----</b>	<b>17</b>
<b>Rule: 34.32 CUSTOMS INSPECTION -----</b>	<b>17</b>
<b>Rule: 34.33 USE OF TERMINAL FACILITIES FOR INSPECTIONS AND FUMIGATIONS -----</b>	<b>18</b>
<b>Rule: 34.34 EQUIPMENT STORAGE -----</b>	<b>18</b>
<b>Rule: 34.35 DOCKAGE-----</b>	<b>18</b>
<b>Rule: 34.36 WHARFAGE CHARGES-----</b>	<b>18</b>
<b>Rule: 34.37 FREE TIME/DEMURRAGE IMPORT -----</b>	<b>19</b>
<b>Rule: 34.38 FREE TIME/DEMURRAGE EXPORT-----</b>	<b>20</b>
<b>Rule: 34.39 TRUCK/ROLL TRAILER LOADING AND UNLOADING -----</b>	<b>21</b>
<b>Rule: 34.40 RAILROAD CARLOADING/CAR UNLOADING -----</b>	<b>23</b>
<b>Rule: 34.41 EQUIPMENT SERVICES-----</b>	<b>24</b>
<b>Rule: 34.42 MISCELLANEOUS SERVICES-----</b>	<b>24</b>
<b>Rule: 34.43 SECURITY FEES-----</b>	<b>24</b>
<b>Rule 34.44 TERMINAL USAGE FEES-----</b>	<b>24</b>

## **RULES AND REGULATIONS GENERAL - RULES**

### **RULE: 34.01 USE OF THE TARIFF**

The use of the facilities and/or services offered in this Tariff under the jurisdiction of GT USA Wilmington, LLC shall constitute consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, their owners and/or agents, and other Users of such facilities to pay all charges specified in this Tariff and be governed by all rules and regulations contained herein.

**Choice of Law and Jurisdiction:** This Tariff and any disputes hereunder shall be governed by, interpreted and construed under Delaware law, without regard to the conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the courts of Delaware.

**Port Rules and Regulations:** Any entity or persons doing business at the Port agrees to comply with, and be bound by, all posted speed limits and other safety rules while in the Port.

The Terminal property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk and are subject to search upon entering and leaving the Terminal.

The Terminal reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person, equipment or vehicle for any reason whatsoever.

All Users of the Terminal and visitors to the Terminal agree to be bound by the terms of the Facility Security Plan that the Terminal has on file with the United States Coast Guard.

For ease of reference this Tariff utilizes a Schedule of Fees for a central location of all applicable fees and charges. The charges applicable to each Rule are identified in the Schedule of Fees. In the event there is a discrepancy between the Rule and the Schedule of Fees, the Rule will govern. The Terminal Operator CEO shall be the sole interpreter of this Tariff.

### **Rule: 34.02 DEFINED TERMS**

The following definitions will apply to Terminal Facilities at the Port.

<b>Term</b>	<b>Meaning</b>
Authority	Applicable agencies and authorities including the Terminal Operator having jurisdiction over the Port, Customs, Immigration, Emigration and related activities at the Port of Wilmington.
Backhauling	The movement of non-containerized cargo from shipside to designated area.
Business Day	Monday through Friday, excluding Holidays
Carrier	Any party or parties either owning, nominating or contracting with the Vessel including, but not limited to, its agent(s), owner(s), operator(s) and/or charterer(s).

Cargo	Goods and/or merchandise conveyed or to be conveyed in a Vessel. Cargo is typically shipped as unitized (Break Bulk, Neo Bulk, Rolling Stock or Containerized) or loose (Dry Bulk or Liquid Bulk)
CBP	U.S. Customs and Border Protection.
Container	Any full, partly loaded or empty container 20', 40', 45' or 53' in length, 8' in width and 8'6"/9'6" in height, or any flat rack, artificial tween deck, "pallet wide" platform and tank with ISO recommended lifting arrangements and consistent with the safety requirements of the Convention for Safe Containers plates, and which can be handled by means of a standard 20', 40', 45' or 53' spreader;
Day	A period of twenty-four hours as a measure of time beginning at midnight and continuing through 23:59:59. All references to a day shall mean a day or a fraction thereof for purposes assessing charges.
Demurrage	A penalty assessed after free time expires for cargo loaded in containers, empty containers any other cargo while at the Port
Detention	Non-productive time caused by weather delays, equipment failure, any violations of state and/or federal safety, health & environmental law, rule or regulations existing on board the Line's vessels or other factors beyond GT Wilmington's control.
Dockage	As defined in Rule 34.35
Dray	The movement of cargo or equipment between specific locations.
DT	Double Time, Dugan or Mealtime hours of:
	<ul style="list-style-type: none"> <li>• 00:00 to 01:00</li> <li>• 06:00 to 07:00</li> <li>• 12:00 to 13:00</li> <li>• 18:00 to 19:00</li> </ul>
Free Time	Double time hours will be incurred in accordance with respective collective bargaining agreements, including but not limited to jurisdictional requirements, and billed accordingly adding in administrative charges and any markup.
	The specified period during which cargo may occupy space assigned to it on Terminal property or in a warehouse, free of demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.
Heavy Lift	As defined in Rule 34.39
Lbs.	Pound(s).

Labor Guarantee	The minimum number of hours required for ILA members to be paid as set forth in a collective bargaining agreement for the work to be provided.
Metric Ton	a unit of weight equal to 1,000 kilograms (2,204.6 lbs.).
Merchant	A shipper, importer, holder of a bill of lading, consignee, receiver of any goods, any person owning or entitled to possession of such goods or of a bill of lading relating to goods, their respective principals and anyone acting on behalf of such person.
NRT	Net Registered Ton.
OOG	Out of Gauge. Any item that exceeds the reach of commercially available container equipment.
OT	Over Time. Over time hours will be incurred in accordance with respective collective bargaining agreements, including but not limited to jurisdictional requirements, and billed accordingly adding in administrative charges and any markup.
Point of Rest	That area on the Terminal which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee, and that area which is for vessel loading.
Port of Wilmington	Where the term "Port" or "Port of Wilmington" is used in this Tariff, it shall be held to mean the Terminal at the Port of Wilmington, Delaware.
Pre-Unitized and Palletized Cargo	Packages mounted on a prepared Platform (and, in the case of pre-unitized cargo, strapped together) in such a way to form a single unit. To be acceptable, the platforms must be made out of wood, plastic, or metal, and shall rest on, and be fastened to, runners of steel or wood, with openings wide enough to permit free access of forklift blades and so spaced as to provide a balanced load when lifted.
Refrigerated Cargo (Refrigerated and Temperature Sensitive Cargo)	Cargo which must be maintained at temperatures of 60 degrees Fahrenheit or lower.
Skidded Cargo	Boxes, cases and/or cartons to which runners of steel or wood have been positioned in such a way as to permit free access of forklift blades and to provide a balanced load when lifted.
ST	Straight Time. Straight time hours will be incurred in accordance with respective collective bargaining agreements, including but not limited to jurisdictional requirements, and billed accordingly adding in administrative charges and any markup.
Standby	Non-productive time caused by the vessel delay or vessel's late arrival.
Stevedore	The entity hired to load or unload the vessel.
Stevedoring	The act of unloading or loading of ship's cargo from the ship

Storage	The arrangement for placing a product into a designated area, either open or covered, for the purposes of leaving the product for an extended period of time
Terminal	The Terminal Facilities, land, pier, wharves, bulkhead, docks and structures, including warehouses designated by the Terminal Operator
Terminal Facilities	One or more structures comprising a terminal unit, and include, but are not limited to wharves, warehouses, covered and/or open storage spaces, cold storage warehouses, and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and the interchange of same between land and water carriers or between two water carriers.
Terminal Operator	GT USA Wilmington, LLC.
Terminal Usage Fee	A separate charge assessed against the Stevedore.
TEU	A twenty-foot equivalent unit.
Ton	A short Ton of 2,000 pounds.
Transshipment	Container(s) Discharged in the Terminal from a Vessel for the purpose of reshipment to another port. Such Container(s) must not leave the Terminal until the time of reshipment.
Truck/Roll Trailer Loading and Unloading	As defined in Rule 34.39
TWIC	Transportation Worker Identification Credential.
Usage	The use of the Terminal Facilities by any rail carrier, lighter operator, trucker, shipper, or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.
USDA	U.S. Department of Agriculture
User	Any Merchant, Carrier, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any agent, stevedore other than GT USA Wilmington, contractor or representative of the aforementioned persons who use or benefit from use of the terminal.
Vessel	Floating craft or equipment of every description.

#### Wharfage

A charge against a vessel (unless otherwise noted), its owners or operators, on all cargo including containerized cargo, as well as empty containers received for such vessel or for loading or discharging cargo to or from a vessel while docked at the wharf. It includes all cargo passing or conveyed over, onto or under wharves, or between vessels (to or from barge lighter or water), when berthed at a wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service. Cargo manifests or summaries are the basis of the wharfage charge and must be furnished to the Port of Wilmington within ten (10) business days of sailing.

#### **Rule: 34.03 ARRANGEMENTS FOR HANDLING BUSINESS**

When Shippers, Consignees, rail, motor or water Carriers forward business to the Port of Wilmington, arrangements must be made in advance with the Terminal Operator for the loading, unloading or storage of freight, otherwise, it is the option of the Port as to whether or not such business shall be accepted.

#### **Rule: 34.04 ASSIGNMENT OF BERTH**

Those vessels through their owners or agents desiring a berth at the Port of Wilmington shall apply to the Terminal Operator for berthing arrangements at least 48 hours in advance or as soon as possible prior to the arrival at the Terminal. The agent shall be required to supply the Terminal Operator with copies of the manifest at the earliest practicable date. Berthing will be assigned according to availability. The assignment of berthing is the responsibility of the Terminal Operator.

Whenever one or more vessels are waiting to load/unload, or whenever berths are declared by the Terminal Operator to be threatened with congestion, or whenever any berthed vessel or is for any reason unable to load/unload, the Terminal Operator in its sole discretion may require berthed vessels to work continuously, including overtime or double time, or vacate the berth. Any vessel then in berth, which refused for any reason is unable to work continuously, including overtime or double time, shall at its sole cost and expense promptly vacate the berth on the order of the Port. Any cost or penalty arising from the failure to move will be the responsibility of the vessel, its owners, agents or operators.

#### **Rule: 34.05 MOVEMENT OF VESSELS**

Vessels are to move or vacate the Terminal facilities at the direction of the Terminal Operator. Whenever necessary for the operation of the Port, the Operations Department of the Terminal Operator may order a vessel to move at the vessel's expense. Any vessel which is not moved promptly upon notice to do so may be shifted, and any expense involved, including labor costs, idle costs for labor and equipment, damage to the vessel or other vessels or to the dock, during such removal shall be charged to such vessel. Vessels berthing at the Terminal shall, at all times, have onboard sufficient personnel to move said vessel for the protection of the ship and the Port.

#### **Rule: 34.06 VESSELS REQUIRED TO USE TUGS**

All Vessels docking or undocking at Port of Wilmington berths will be required to use tug assistance. Under special circumstances, the Harbor Master of the Terminal Operator, at his discretion may, but is not required to, waive this requirement on a per case basis. A request to waive this requirement



for tug assistance must be received by the Director of Port Operations or Harbor Master personally or by the telephone 302-472-7695, and by written request delivered by person or by FAX at (302) 472-7742, at least twelve hours before the vessel arrives at the Port of Wilmington. If the vessel is expected to arrive on a Saturday, Sunday or on a Monday morning, any request to waive tug assistance must be delivered by 12:00 noon on the preceding Friday. The written request must set forth the special circumstances upon which the request is based. In the absence of express waiver by the Harbor Master, tugs must be used. Failure to comply with this item could result in denial of a berth.

**Rule: 34.07 DISCHARGING/LOADING LOOSE MATERIALS**

The Stevedore, in the discharging or loading of loose materials, is responsible for and shall take all reasonable precautions, such as a canvas chute, or other contrivance or arrangement satisfactory to the Terminal Operator to prevent any part of such material from falling into the water.

**Rule: 34.08 EXPLOSIVES/HAZARDOUS CARGO**

Vessels laden with explosives or other hazardous or highly inflammable cargo will only be allowed to berth within the berthing limits of any pier, dock, wharf, bulkhead, or other Terminal structure in accordance with related permits and the Port's current Facility Security Plan (FSP). See Schedule of Fees for hazardous cargo terminal receiving charges.

**Rule: 34.09 REMOVAL OF REFUSE MATERIAL**

Rubbish, refuse, dunnage, or other material must be removed from pier, bulkhead, or other area within the confines of the Terminal or other property controlled by the Port by the person placing it there, upon demand by the Terminal Operator, otherwise it will be removed at the expense of the party responsible and the charges will be billed at the prevailing labor and equipment rate schedule.

**Rule: 34.10 MOVEMENT/REMOVAL OF OBJECTIONABLE FREIGHT**

The Terminal Operator reserves the right to move freight or other material, which in its judgment is liable to damage other goods, to another location within the Terminal, or to private facilities at the risk and expense of the owner.

**Rule: 34.11 IMPROPER PACKAGING**

The Terminal Operator reserves the right to reject any or all freight not suitably packed to withstand the ordinary handling necessary in its transportation and/or storage, or to be repacked at the expense of the shipper.

**Rule: 34.12 COOPERAGE**

All necessary cooperage, bailing and/or bagging shall be done at the owner's expense, except where such service is required as the result of demonstrated negligence on the part of the Terminal Operator.

**Rule: 34.13 STEVEDORING**

All stevedoring (loading or discharging of vessels) will be subject to the rules and regulations of the Terminal Operator and must be performed in such a manner satisfactory to the Terminal Operator, but the Terminal Operator assumes no responsibility for third party stevedoring, i.e. stevedoring not performed by GT USA Wilmington.

**Rule: 34.14 LIMITATION OF LIABILITY AND INDEMNITY**

- A. Terminal Operator as Stevedore. The Terminal Operator shall be liable only for loss or damage proximately caused by their failure to exercise due and proper care in performing stevedoring services. In no case, shall the Port and/or GT USA Wilmington, LLC be liable for sums in excess of \$500 per package or unpacked freight unit or customary freight unit unless the shipper, the consignee, consignor, or their representative, prior to the commencement of such Terminal services or use of such facilities, declares a higher value and pays to the Port in addition to the other charges for such charges herein set forth, a premium computed on one percent (1%) of the declared value of each package, unpacked freight unit or customary freight unit for damages resulting from its failure to exercise due and proper care in performing the services or affording the facilities provided for herein.
- B. Terminal Operator is not Stevedore. The Terminal Operator shall not be liable for any loss or damage proximately caused by any third-party stevedore.
- C. During the time that equipment and labor are leased from the Port, the lessee of such equipment and labor shall supervise, direct, and control the activities of the operator of such equipment, and the operator of such equipment shall follow the instructions and signals of the lessee. The lessee shall provide qualified signalmen and shall be responsible for those actions of the operator performed in compliance with such instructions and signals. The lessee shall be responsible for the negligence of the lessee. All parties who lease any such equipment and or use an operator and/or other laborer shall indemnify GT USA Wilmington, LLC against, and shall save them harmless and defend them from, any and all liability for loss, damage, expense, and cost resulting from the use of such equipment while so leased and/or from any act of omission, including negligence, on the part of such operator and/or other employees so furnished, except for such liability and/or act of omission which is proximately caused by the negligence or wrongful act of the Port or GT USA Wilmington, LLC. The lessee of such equipment shall immediately report any unsafe condition or unsatisfactory performance of an equipment operator to the Port in writing giving sufficient details thereof so that the Port can investigate and take appropriate action. Failure to do so shall constitute an assumption of the risk by the lessee.
- D. GT USA Wilmington, LLC shall not be liable for loss or damage to persons (including death) or property (including loss of use), caused by, but not limited to, weather, theft, acts of third persons, inherent vice, vandalism, acts of God, labor disputes, breakdown of equipment, hostilities, fire, rodents, moths or other insects, or concealed damage, whether or not receipts that have been issued therefore so state.
- E. In addition to any other statutory requirement, all claims for injury to persons (including death) and/or property (including loss of use) shall be made in writing to the Terminal Operator within 60 days of the date of the alleged injury or from the receipt or delivery of the cargo from the Port. Provided, however, that any claim of ship damage shall be reported in writing to the Port immediately in order to allow the Port to conduct a survey of the alleged damage while the ship is still at the Port, if practicable. Any suit against the Port or GT USA Wilmington, LLC or their employees of any type whatsoever must be instituted within one year from the date of the alleged injury or from the receipt or delivery of the cargo.
- F. The Carrier will extend to the Terminal Operator all rights of limitation inuring to it under the Carriage of Goods by Sea Act, the Harter Act or successor legislation to either, including any other Himalaya clause in its bill of lading.

- G. Except in cases of its own negligence, GT USA Wilmington, LLC, its agents, employees, shall not be liable for loss or damage to person (including death) or loss or damage to any property in or upon, or moving, or being moved over, in, through, or under any wharf or other structure or property owned, controlled or operated by the Terminal Operator.
- H. The User shall, jointly and severally, defend, indemnify and hold the Terminal Operator, its affiliates, agents, shareholders, directors, employees and officers harmless against all proceedings, loss, damages, claims and expenses whatsoever (including legal fees) arising out of or in consequence of, including but not limited to, the following:
- a. Any loss or damage caused to the property at the Port.
  - b. Claims from any person, entity or third party for personal injury, death, or loss or damage to any property.
  - c. Loss, damage or costs arising from the carriage of Cargo by the User.
  - d. Loss, damages or costs, including lost profits, associated with replacement of products, service interruptions, etc., incurred by the Terminal Operator due to the User's usage of the Terminal.
  - e. Any act, neglect or default of the master, mariner, pilot, or the servants of the User in the navigation or in the management of the Vessel including the loading and unloading of ship's stores, fresh water and bunkers.
  - f. The stuffing of the Containers in excess of the rated gross capacity, unless occasioned by the default of the Port.
  - g. Any incorrect declarations as to the weight of a Container or Cargo.
  - h. The incorrect stuffing of containers so as to affect the safe handling of any Container unless occasioned by the default of the Port not being the result of circumstances outside the Port's direct control.
  - i. Structural defects in Containers.
  - j. Any act, neglect or default of the User, its contractors, agents or their respective servants or any person whomsoever in or on the Berth in connection with the use of the Berth by the Carrier's Vessel with the Carrier's permission (whether express or implied) or of any inherent quality or defect of any Cargo in or on the Berth or on any Vessel.

The User will also pay to the Port full compensation for all damage done to or suffered by the property or equipment operated by the Port and arising as aforesaid including consequential loss.

- I. In the event the Port suffers any loss or damage as a result of any actions or inactions of any Consignee, Consignor or any other third party, including with respect to any Container or unit

handed over to it for shipment aboard any Vessel, the Carrier shall provide all reasonable assistance to the Port in recovering from such third party or other party responsible for such loss or damage. In the event the Carrier is in breach of its obligation hereunder in refusing to provide any such assistance it will indemnify the Port against all proceedings, claims and costs whatsoever in respect thereof and will pay to the Port full compensation for all damage suffered by the Port arising as aforesaid. In the event of a claim for any loss of or damage to Cargo being made against the Port the Carrier shall lend all reasonable assistance to the Port in resisting or defending such claims where the Port's liability is expressly or impliedly excluded or limited by the terms of the Carrier's shipping note or Bill of Lading (including for these purposes the lending of the Carrier's name for enabling application to be made to the court so that the Carrier be joined as defendant in any action against the Port or that proceedings be stayed against the Port in such action). Where the Carrier is in breach of its obligation hereunder in refusing to lend any such assistance it will indemnify the Port against all proceedings claims and costs whatsoever as aforesaid.

- J. The User acknowledges that their rights to access or use the Berth rest in contract only and this Tariff does not create or confer upon the User any tenancy, estate or other interest in the Berth or the Terminal.
- K. No party shall be liable to another party for any delay in or failure to perform its obligations hereunder (other than non-payment of money) if any such delay or failure is due to Force Majeure. Force Majeure is defined as: an act of God or the public enemy, acts or refusals to act of any government or governmental agency in either its sovereign or contractual capacity, governmental restrictions or control on imports, exports or foreign exchange, freight embargoes, non-availability or mechanical breakdown or destruction of equipment vital to the performance of a party's obligations under this Tariff or in connection therewith not caused by inadequate maintenance, fire, floods, tidal waves, earthquake, storm, slides, epidemics, quarantine restrictions, terrorist acts, war declared or undeclared, revolution, riots, insurrections, hostilities, civil disturbances, power shortage, or stoppages, strikes, walk-outs, work stoppages, lockouts, railroad obstructions or obstruction of ocean navigation, stoppages of labor, deliberate work slowdowns, other labor difficulties, the taking of the Terminal facility by lawful expropriation, other lawful ouster of the Port from the Terminal facility or other lawful denial of rights of the Port in the Terminal facility or the premises upon which the facility is built or any other cause beyond the reasonable control of a party. However, Force Majeure shall not include a lack of funds. If either party becomes aware of an event of Force Majeure it shall promptly notify the other party in writing within five (5) days of the occurrence of the event of Force Majeure describing the Force Majeure event in reasonable detail and stating, to the extent reasonably practicable at such time, its estimate of the duration of the Force Majeure event, and setting out in reasonable detail the obligations under this Tariff which cannot be performed as a result of the occurrence of the Force Majeure event. The party which is prevented from performing its obligations by a Force Majeure event shall use all reasonable commercial efforts to curtail, contain or remove the Force Majeure condition and to resume, with the least possible delay, compliance with its obligations under these Tariff, and shall keep the other party informed on a timely basis of any progress made in curtailing, containing or removing the Force Majeure condition.

**Rule: 34.15 RESPONSIBILITY FOR DAMAGE TO TERMINAL**

Any damage done to the wharf, sheds or any other structures, or equipment within the Terminal or injury to any person must be immediately reported to the Chief Operating Officer of GT USA

Wilmington, LLC, together with the name of the vessel, company and said person causing such damage. The expense of the repair of such damage shall be the responsibility of said vessel, company or person.

**Rule: 34.16 VENDORS**

No Merchant, vendor or suppliers, other than the authorized vendors, shall be permitted access to the Port for the purpose of selling merchandise aboard vessels or to anyone at the Port. All persons violating this rule shall be considered trespassers and will be prosecuted to the fullest extent of the law.

**Rule: 34.17 SEVERABILITY**

The services under this Tariff are intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of this Tariff or the application thereof to any person or circumstance shall for any reason or to any extent be invalid or unenforceable, the remainder of this Tariff and the applicability of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**Rule: 34.18 BUSINESS HOURS**

The standard business hours of the Port are between 8:00 AM and 12:00PM and between 1:00PM and 5:00PM, exclusive of Saturdays, Sundays and holidays. Services performed during other than business hours shall be subject to special agreement with the Port.

**Rule: 34.19 HOLIDAYS**

The Port shall celebrate the following holidays for all labor on their day of recognition:

OVERTIME HOLIDAYS	NO WORK HOLIDAYS
Lincoln's Birthday	New Year's Day
Washington's Birthday	Independence Day
St. Patrick's Day (Thomas W. Gleason Day)	Labor Day
Good Friday	Christmas Eve – 12 p.m.
Columbus Day	Christmas Day
Martin Luther King's Birthday	New Year's Eve – 12 p.m.
Memorial Day	
Thanksgiving Day	
Veterans' Day (Armistice Day)	
Flag Day	

**Rule: 34.20 WORK STOPPAGE**

Except in cases of the Terminal Operator's own negligence, the Terminal Operator is not responsible for stoppage of work or delays occasioned by strikes or any other cause beyond the control of the Terminal Operator.

**Rule: 34.21 BILLING OF CHARGES**

All billing will be for the account of the shipper and/or consignee as shown on the ocean Bill of Lading, unless otherwise provided. Regardless of acceptance of orders for billing charges, shipper and/or aforementioned consignee will be held liable for all unpaid Port charges.

**Rule: 34.22 PAYMENT OF CHARGES**

- A. All charges in this Tariff shall be due and payable upon the presentation of an invoice without right to offset for any reason. Further, Terminal Operator reserves the right to require a deposit in advance.
- B. Any party or business entity doing business under this Tariff may apply for credit. Credit, which is extended at the discretion of the Terminal Operator. If granted, payment shall be made within thirty (30) days of the date of the invoice.
- C. Failure to pay credit accounts within thirty (30) days may result in the cancellation of credit privileges and the reestablishment of cash terms.
- D. In addition to other rights recognized by law, the right is reserved by the Terminal Operator to withhold delivery of any goods or entry upon the Port until such time as these charges are paid in full.
- E. The Terminal Operator reserves the rights to deny anyone the use of a berth or other Terminal Facilities until all past due accounts are paid.
- F. Agents or representatives will be held fully responsible for all charges attributable to their actions on behalf of their principals in arranging services, facilities, equipment, or other chargeable items, in accord with the rates therefore published in this Tariff.
- G. Overtime or Double time Charges - Rates for all services provided by the Terminal Operator contained herein are based on current rates for straight time. When such services are required during overtime or double time periods, prior arrangements must be made, and applicable overtime and/or double time charges will be assessed to those responsible for authorizing the same.
- H. All charges in this Tariff shall be paid as due and when these charges are not paid by the due date, there shall be paid interest in addition to all such charges for each subsequent period of thirty (30) days or portion thereof equal to one- and one-half percent (1.5%) of such charges per month until the date of payment in full.

**Rule: 34.23 HANDLING LINES**

See Schedule of Fees for line handling charges. Vessel Shifting - When, at the owner's request or at the request of the Terminal Operator, a vessel must shift berth within four (4) hours of commencement or completion of work.

**Rule: 34.24 FRESH WATER SUPPLY**

See Schedule of Fees for fresh water supply charges. Fresh Water will be supplied to vessels during business working hours. Whenever water is furnished during other than regular working hours and requires Terminal labor, extra charges will be assessed according to the current Terminal labor rate schedule.

NOTE: Water hoses must be furnished by vessels

**Rule: 34.25 TRUCK WEIGHING**

See Schedule of Fees for truck weighing charges. Truck weighing rates are based upon regular business hours.

**Rule: 34.26 HARBOR SECURITY**

When Harbor Security Officers are furnished by the Terminal Operator, charges will be assessed according to the current Terminal labor rate schedule.

**Rule: 34.27 RIGHT TO STORE AFTER FREE TIME**

Cargo not removed from Terminal Facilities within the free time period may at any time thereafter, at the option of the Terminal Operator, be placed in storage at the risk and expense of the goods, subject to any charge which may have accrued prior to the removal, and further subject to any expenses which may accrue as a result of said removal.

**Rule: 34.28 RIGHT TO SELL GOODS (UNPAID CHARGES)**

Any goods in storage, on which the owner is unable or refuses to pay storage charges and other Terminal Charges, may be sold by the Terminal Operator for the satisfaction of said charges and added cost and expense of keeping and selling such goods, provided proper legal notice of sale has been given. Any proceeds of the sale remaining after satisfaction of all charges due shall be turned over to the owner of the goods. In the event of obtaining no bids at the sale, the Terminal Operator, after proper notice to the owner, may make such disposition of the goods as may in the Terminal Operator's sole discretion appear practical. In the case of goods which are of a perishable nature or which by reason of their nature are liable to injure other property, the Terminal Operator may sell same at private/public sale without advertising, provided the owner has been given proper notification to pay charges and remove the goods and has failed to comply with the request. Also, the Terminal Operator reserves the right to move freight which is liable to damage other goods to another location within the Terminal or to provide facilities, all at the risk and expense of the owner.

**Rule: 34.29 TERMINAL INSURANCE REQUIREMENTS**

The rates and/or charges quoted herein do not include insurance of any type nor will such be issued under the present policies of the Terminal Operator. Any entity or persons doing business under this tariff shall have in place insurance covering its obligation hereunder including, but not limited to, the coverage requirements set forth below.

**Minimum Insurance Requirements for all Users:**

Except as otherwise provided in a written agreement that directly relates to the activities covered within this Tariff and such agreement is intended to replace the terms set forth in this Tariff as the governing agreement between the User and the Terminal Operator, every User of Port property must comply with the following insurance requirements:

**Liability Insurance.**

Commercial General Liability or Comprehensive Marine Liability Insurance, including coverage for bodily injury and property damage, with such types of coverage and minimum coverage amounts as may be reasonably requested by GT USA Wilmington from time to time, but in no event for less than \$1,000,000 limit per occurrence \$2,000,000 Annual General Aggregate and \$2,000,000 Products and Completed Operations Aggregate and in no event with less than the following coverages:



Premises and Operations Liability;  
Products and Completed Operations Liability;  
Blanket Contractual Liability;  
Personal and Advertising Injury Liability;  
Broad Form Property Damage Liability, including completed operations;  
Fire Legal Liability;  
Independent Contractors Liability;  
Elevator Liability;  
Employees as Additional Insureds; and  
Fruit and cargo coverage covering cargo of Port customers.

**Pollution Liability.**

Pollution liability insurance covering the User's liability for bodily injury, property damage and environmental damage resulting from sudden and accidental and gradual pollution and related clean-up costs incurred. The combined single limit per occurrence shall not be less than \$50,000,000.

**Employer's Liability Insurance.**

Employer's Liability Insurance in respect of all the company's employees, workers and servants engaged in any work in or upon the Port of Wilmington in the amount of not less than \$1,000,000 each accident, each employee and policy limit for injury and disease.

**Workers' Compensation Coverage.**

Workers' Compensation Coverage in respect of User or stevedores' employees, workers and servants engaged in any work in or upon the Premises in compliance with Law, including The U.S. Longshore and Harbor Worker's Act and, if Permitted Operations include operating vessels, or The Merchant Marine Act (Jones Act).

**Assets.**

"All risk" coverage including Collapse or Upset, Earthquake and Flood Insurance, 100% Replacement Cost Valuation Insurance, Loss of Use and Extra Expense for the Assets.

**Terrorism.**

Subject to continuing commercial availability at commercially reasonable prices, terrorism insurance covering property and liability in respect of the Premises and Assets in the amount not less than \$50,000,000 for uncertified and certified (as specified under the Terrorism Risk Insurance Program Reauthorization Act) acts of terrorism.

**Business Automobile Insurance.**

User must maintain Automobile Liability Insurance coverage on all its owned, rented or hired vehicles used for commercial purposes that enter the Port of Wilmington with limits of at least \$1,000,000 per occurrence.

**Additional Insurance Requirements:**

Terminal Operator requires the following additional insurance coverage based on the nature, scope and complexity of the user's operations. These include:



- If the User is operating vessels at the Port of Wilmington, Protection & Indemnity Insurance (at no less than \$1,000,000).
- If the User is engaged in stevedoring activities, Wharfingers (Port Authorities Legal Liability) - Includes first and third party property damage to vessels, cargo, freight, etc., plus bodily injury to third parties. (Stevedores Addendum) - includes property in care, custody and control. The coverage limited in the amount of not less than \$ 1,000,000 per occurrence.
- If the User leases property at the Port of Wilmington, Property insurance on an "all risk" or Special Form basis covering all buildings, fixtures, improvements and equipment (other than the Assets) on the Premises on a replacement cost basis with limits of 100% of the full replacement cost of such property, subject to market-based deductibles, sub-limits for catastrophic risks and probable maximum loss determinations pursuant to a probable maximum loss analysis completed by a qualified, independent firm).
- Additional insurance and/or increased coverage minimums, if deemed necessary by GT USA Wilmington, shall be provided by User, at the sole cost of User.

All Users or persons or firms leasing Port property and/or conducting business operations at the Port of Wilmington shall be required to provide evidence of insurance coverage. A certificate of such insurance or certified copy of the insurance policy must be provided to the Risk Management Department and kept up-to date in full force and continuous effect throughout the time the party remains a User or stevedore at the Port.

All policies of insurance must be placed in writing by a company or companies satisfactory to the Terminal Operator but in all events by a company or companies having a current A.M. Best Company General Policyholders Rating of A+ or A and with an A.M. Best Company Financial Rating of not less than XII (or similar rating by a comparable service selected by Terminal Operator should A.M. Best Company cease providing such ratings) and be licensed to do business in Delaware or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Delaware surplus lines requirements.

Such insurance must name GT USA Wilmington, LLC and Diamond State Port Corporation as additional insureds on commercial general liability and any excess policies (at no expense to the GT USA Wilmington, LLC or Diamond State Port Corporation) with the provision that such coverage will not extend to actions resulting from the Terminal Operator's own negligence.

The acceptance and/or approval of the company's insurance shall not be construed as relieving the company from any liability or obligation arising out of the work performed by said company.

**Rule: 34.30 STEVEDORING BY GT USA WILMINGTON PURSUANT TO TARIFF**

Minimum stevedoring staffing will be consistent with gang structure and labor rates in respective collective bargaining agreements. Unless otherwise arranged, stevedoring charges for all cargo types will be assessed against the ocean carrier.

**Rule: 34.31 SMOKING WITHIN THE TERMINAL**

Smoking is allowed only in exterior, designated smoking areas within the Terminal.

**Rule: 34.32 CUSTOMS INSPECTION**

See Schedule of Fees for customs inspection charges. Terminal Labor will be supplied to assist CBP, USDA, and other government agencies in inspection of containerized cargo.

Exceptions:

- Containers of non-palletized cargo requiring full stripping will be assessed charges basis current labor rate schedule.
- Containers ordered for inspection of contraband.
- Enforcement Team of CBP will be assessed charges basis current labor rate schedule, per CBP requirements.

**Rule: 34.33 USE OF TERMINAL FACILITIES FOR INSPECTIONS AND FUMIGATIONS**

See Schedule of Fees for use of terminal facilities for inspections and fumigation charges. Use of Terminal labor and equipment to assist in fumigation will be charged basis the current Terminal labor rate schedule.

**Rule: 34.34 EQUIPMENT STORAGE**

See Schedule of Fees for equipment storage charges. Requests for equipment storage shall be made to the Director of Operations.

**Rule: 34.35 DOCKAGE**

See Schedule of Fees for Dockage Charges.

Dockage Terms

1. Dockage –  
The charge assessed against self-propelled and non-self-propelled vessels and barges for berthing at the wharf, pier, or bulkhead structure for the purpose of loading or discharging or handling cargo.
2. Calendar Day –  
For the purpose of rates set forth below, a calendar day begins and ends at 12:00 midnight and the data available on the Maritime Exchange website shall be used to determine length and net registered tonnage. Dockage shall be assessed against the vessel, its owners or operators on the basis of the highest net registered tonnage of the vessel. There is no grace period.
3. Availability of Berths –  
All vessels on idle or lay-up status shall be required to vacate their berths upon notice by the Terminal. Any vessel which is not moved promptly upon notice to so move may be shifted and any expense involved, damage to the vessel, or to the pier during such removal, shall be charged to the vessel.
4. Exemptions to Dockage Charge
  - a. Barges and/or lighters that are transferring cargo directly to or from vessels at shipside.
  - b. Tugs assisting in docking or undocking vessels.
  - c. Vessels operated by Federal, State, and Municipal governments not receiving or discharging cargo.
  - d. Historical replica vessels or naval vessels visiting the Port in conjunction with a special event or Port festival, not engaged in waterborne commerce.

**Rule: 34.36 WHARFAGE CHARGES**

See Schedule of Fees for wharfage charges.

**Note:**

- a. The Terminal will determine the proper classification of a vehicle as to whether the vehicle will be auto, light truck, or heavy truck.
- b. Wharfage Rates on volume shipments will be subject to special arrangements made with the Terminal in advance.

**Rule: 34.37 FREE TIME/DEMURRAGE IMPORT**

See Schedule of Fees for charges. The following conditions will apply when applying Free Time and Demurrage for Import Cargo:

1. Commencement of Free Time –  
Free Time will commence at 8:00 AM on the first day following the completion of a vessel's discharge; however, if the first day is on a Saturday, Sunday or Holiday, the free time will commence at 8:00 AM on the first business day thereafter.
2. Expiration of Free Time –  
Free Time will expire two (2) Business Days after commencement of free time. Cargo holds do not affect the amount of free time granted.
3. Free Time Exceptions

**EXCEPTIONS**

Lumber/Plywood

**FREE TIME**

15 calendar days

4. Inability of Port to make Cargo Available During Free Time  
Except for times the Port is closed, in the event that the consignee or owner of the cargo should make application for delivery of the cargo or portion thereof during the Free Time period and the Terminal should be unable for any reason to make available to the consignee and/or owner, such cargo or portion thereof, the Free Time shall be extended for a period equal to the duration of the Terminal's inability to make the cargo available.
5. Responsibility of Payment of Demurrage and Other Charges  
Except as otherwise provided above, demurrage and other charges specified herein shall be for the account of the cargo and shall be due and payable as they accrue. The Terminal has the right to require payment in full of any and all such charges before cargo leaves the Terminal Facility. Cargo will not be released until full payment is received or the responsible party guarantees payment of all demurrage charges.
6. Partial Shipments  
When only a part of a shipment covered by a bill of lading becomes subject to demurrage charges, and it is not possible to ascertain exact weight of such part shipment, the determination of weight of cargo subject demurrage charges shall be arrived at by dividing the total number of packages stated in said bill of lading into the total weight as freighted, and applying the mean average so determined to the number of packages remaining on the pier and subject to demurrage charges.

7. **Transfer of Ownership of Import Cargo**  
The transfer of ownership of Cargo after said Cargo has been received at the Terminal facility shall not entitle such Cargo to additional free time.
8. **Storage**  
Storage rates will be supplied, upon request, on package or weight basis for specific commodities subject to availability of space.
9. **Demurrage charges for the total number of days the cargo remains on the pier prior to the commencement of the tie-up and after the expiration of the tie up shall be assessed according to the scale of rates provided with the same force and effect as if said days had been consecutive and as if there had been no tie-ups.**

**Rule: 34.38 FREE TIME/DEMURRAGE EXPORT**

See Schedule of Fees for free time/demurrage export charges. The following conditions will apply when applying Free Time and Demurrage for Export Cargo:

1. **Commencement of Free Time**  
Free Time will commence at 8:00 AM, on the first day following receipt of the export cargo at the point of rest at the Terminal.
2. **Expiration of Free Time**  
Free Time will expire at 5:00PM on the tenth (10<sup>th</sup>) calendar day, including the day of commencement.
3. **Free Time Exceptions**  
All free time for general cargo will be quoted as ten (10) calendar days; project cargo subject to arrangement with the Port, with the following exceptions:

EXCEPTIONS	FREE TIME
Refrigerated Cargo, including Containerized	2 calendar days
Automobiles	Zero
Non-Refrigerated Containers	5 calendar days

4. **Inability of Port to make Cargo Available During Free Time**  
In the event that the consignee or owner of the Cargo should make application for delivery of the Cargo or portion thereof during the Free Time period and the Terminal should be unable for any reason to make available to the consignee and/or owner, such cargo or portion thereof, the Free Time shall be extended for a period equal to the duration of the Terminal's inability to make the cargo available.
5. **Responsibility of Payment of Demurrage and Other Charges**  
Demurrage and all other charges specified herein shall be for the account of the Cargo and shall be due and payable as they accrue. The Terminal has the right to require payment in full of any and all such charges before cargo leaves the Terminal Facility. Cargo will not be

released until full payment is received or the responsible party guarantees payment of all demurrage charges.

6. Partial Shipments

When only a part of a shipment covered by a bill of lading becomes subject to demurrage charges, and it is not possible to ascertain exact weight of such part shipment, the determination of weight of Cargo subject demurrage charges shall be arrived at by dividing the total number of packages stated in said bill of lading into the total weight as freighted, and applying the mean average so determined to the number of packages remaining on the pier and subject to demurrage charges.

7. Assessment of Wharf Demurrage Charges During Terminal Tie-Ups

In the event that a consignee or owner of Cargo should be prevented from removing his cargo, or any portion thereof, from the pier by reason of the pier facility or facilities being immobilized, in all or part, by weather conditions, strikes, or work stoppages of longshoremen or personnel employed by the Port, cargo affected thereby shall be granted additional free time, free of demurrage, to cover the delay, if Cargo is on free time when such conditions arise. If Cargo is on demurrage, see Charges section 11 of this rule.

8. Transfer of Ownership of Export Cargo

The transfer of ownership of Cargo or export commodity after said Cargo has been received at the Terminal facility shall not entitle such Cargo to additional free time.

9. Storage

Storage rates will be supplied upon request on package or weight basis for specific commodities subject to availability of space.

10. Demurrage charges for the total number of calendar days the Cargo remains on the pier prior to the commencement of the tie-up and after the expiration of the tie-up shall be assessed according to the scale of rates provided with the same force and effect as if said days had been consecutive and as if there had been no tie-ups.

**Rule: 34.39 TRUCK/ROLL TRAILER LOADING AND UNLOADING**

See Schedule of Fees for truck/roll trailer loading and unloading charges. Explanation of technical terms

1. Truck/Roll Trailer Loading and Unloading

Truck/Roll Trailer loading shall mean the service of moving Cargo from the place of rest on the pier which is readily accessible to the truck/roll trailer, elevating the Cargo onto the truck and stowing the Cargo in the truck/roll trailer, but shall not include special stowage, sorting, or grading of, or otherwise selecting the Cargo for the convenience of the trucker or the companies. The reverse applies for truck/roll trailer unloading. Rates would also apply for cargo transload, directly from roll trailer to truck or from truck to roll trailer, in the same mobilization. Truck loading will be invoiced upon full discharge of vessel for the total unitized rate by customer in advance of the actual truck loading.

2. Dunnage

If Dunnage is required to load truck, there will be a charge for if supplied by Terminal,

3. Terminal Notification

For truck loading/unloading services, the Port must be notified by 3:00 PM, the day before a work order is to be performed; otherwise the necessary labor may not be available for service necessary. Stand-by charges will be accessed when applicable.

4. Direct Transfer

Direct transfer shall mean the movement of the Cargo specifically enumerated therein from an open truck or a tank truck to a ship or vice versa.

5. Heavy Lifts

The handling of heavy lifts in excess of 10,000 pounds for any single unit shall be subject to the completion of the necessary arrangements with the Port and shall be limited to the capacity of the equipment at the particular location. The Tariff sets forth herein rates for other heavy lifts that are applicable to single units weighing 10,000 lbs. or more.

6. Overtime and Double time Charges

Rates for loading/unloading, handling and other labor are based on current rates for straight time. When such services are required during overtime or double time periods, prior arrangement must be made, and applicable overtime or double time charges will be assessed to those responsible for authorizing overtime.

7. Collection for Service Rendered

Unless the shipper or consignee shall have a definite arrangement with the Terminal for the payment of loading/unloading charges, the trucker shall assume full responsibility for the payment of the charges of such services.

Unless the shipper or consignee and/or trucker shall have made definite arrangements for credit, all charges are to be paid in cash by the driver who shall be given a receipt.

Special Stowage of Trucks - When a truck is loaded or unloaded in a manner which requires special stowage, handling, sorting, grading, or otherwise selecting Cargo for the convenience of the trucker, shipper, or consignee, the Port will charge basis the current Terminal labor rate schedule, unless special arrangements have been made.

All charges are based upon straight time.

Loading and/or unloading rates for the following commodities and/or shipments will be subject to special arrangements:

- a. Perishable Frozen Cargo
- b. Bulk Ore
- c. Volume Shipments, for which special arrangements have been made with the Terminal in advance.
- d. Coast-wise barge shipments

**Rule: 34.40 RAILROAD CARLOADING/CAR UNLOADING**

See Schedule of Fees for railroad car loading/ car unloading charges.

**1. Railroad Car Loading**

Railroad car loading consists of removing Cargo from the Terminal Facilities and placing it in the railroad car. The charge for railroad car loading shall be assessed against the rail carrier or the party ordering the service, where the railroad is not responsible for the car loading charge.

**2. Railroad Car Unloading**

Railroad car unloading consists of removing Cargo from the railroad car and placing it on the Terminal Facilities. The charge for railroad car unloading shall be assessed against the rail carrier or the party ordering the service performed where the railroad is not responsible for the car unloading charge.

**3. Overtime, Double Time and Holiday Work**

Rate for loading and unloading, handling, and other labor are based on current costs for straight time, *i.e.* 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. services, Monday through Friday inclusive. When such services are required during overtime or double time periods and on Saturdays, Sundays and holidays, prior arrangements must be made, and the cost differential will be charged to those responsible for authorizing such overtime or double time.

**4. Railroad Car Demurrage**

Under no circumstances will Port be responsible for Rail Car demurrage. Customers wishing to contract the Port to load/unload Rail Cars must sign documentation accepting responsibility for any Rail Car demurrage.

**LOADING/UNLOADING****1. Railroad Car Loading/Unloading**

The loading and unloading of import, export, or intercoastal freight to or from rail cars, which is the responsibility of the railroad companies, their contractor, or agent, will be performed in accordance with the provisions of their respective tariffs. Where the car loading/unloading allowance provided by the rail carrier in accordance with their tariffs is less than the rates set forth, the shipper/consignee will be billed for the amount of difference between the two rates.

**2. Rates**

The rates for the service of loading or unloading cargo to or from rail cars at the Terminal and are based on a Ton as defined:

**3. Assessorial Services****a. Conditioning box cars for outbound loading of general freight:**

1. Cleaning cars to put them in proper condition for outbound loading.
2. Supplying all labor and material for the following: -paper lining doors -  
paper lining floor of car - battening car doors

3. Supplying side door protection for general cargo, including labor and materials.
- b. Supplying material for side door protection of cars to be loaded with bulk import clay
- c. Cleaning open top cars and all cooping, bracing, and chocking, except as specifically enumerated above.

The above items will be basis the current Terminal labor rate schedule

Loading and/or unloading rates on volume shipments will be subject to special arrangements made with the Terminal in advance.

**Rule: 34.41 EQUIPMENT SERVICES**

See Schedule of Fees for equipment services charges.

NOTE: Rates Include Operator

NOTE: Overtime and Double Time rates are additional to the rates will be charged in accordance with the current GT USA Wilmington, LLC Terminal labor rate schedule.

NOTE: The charges provided for herein do not include insurance of any kind or lifting sling/rigging gear.

1. Responsibility for Damage: See Rules 34.12, 34.13, 34.14, and 34.15
2. Minimum Charge: Four (4) hours on above equipment, unless noted. Rates will be assessed on thirty (30) minute intervals or fraction thereof on any time after 4-hour minimum.

**Rule: 34.42 MISCELLANEOUS SERVICES**

See Schedule of Fees for miscellaneous services charges.

1. Special Services  
Special Services will be performed by the Port if adequate notice is given, and arrangements are agreed upon. When special services are performed, including dumping, labeling, sorting and tallying, the charge assessed will be based on the current Terminal labor rate schedule.

**Rule: 34.43 SECURITY FEES**

See Schedule of Fees for security fees charged.

**Rule 34.44 TERMINAL USAGE FEES**

See Schedule of Fees for Terminal Usage Fees assessed against all Cargo discharged or loaded at the Port.

**Rule 34.45 GATE ENTRY FEES**

See Schedule of Fees for Gate Entry Fees assessed against all trucks entering the Port.

**Rule 34.46 FUEL SURCHARGE**

A Fuel Surcharge will be levied when the price of Diesel Fuel exceeds \$2.63 per gallon based on index [www.eia.gov / East Coast (PADD 1) Gasoline and Diesel Retail Prices]. The Fuel Surcharge will be



calculated and updated quarterly and posted on Port of Wilmington's website by the 20<sup>th</sup> of month preceding the quarter end. The Fuel Surcharge will never be less than Zero.

Schedule of Fees			January 2022		
Rule	Heading	Unit of Measure			
			Straight Time	Overtime	Double time
<b>34.23</b>	<b>Handling Lines &amp; Vessel Shifting</b>				
	Docking and undocking of vessels	Per vessel	\$819.00	\$1,229.00	\$1,638.00
	Vessel Shifting	Per shift	\$819.00	\$1,229.00	\$1,638.00
<b>34.24</b>	<b>Fresh Water Supply</b>				
	Connection	Per vessel	\$411.60	\$617.40	\$823.20
	Water (239.65 gallons per ton)	Per ton	\$4.50	\$4.50	\$4.50
<b>34.25</b>	<b>Truck Weighing</b>				
	Truck weighing during regular business hours	Per truck	\$15.00	\$22.50	\$30.00
<b>34.32</b>	<b>Customs Inspection</b>				
	Pre-Palletized Cargo per Container	Per container	\$757.00	\$1,336.00	\$1,442.00
	Non-Palletized Cargo - cost agreed, basis Terminal labor rate schedule				
<b>34.33</b>	<b>Use of Terminal Facilities for Inspections and Fumigations</b>				
	Use of Terminal warehouse facilities for inspections of containerized cargo by government agencies	Per container	\$383.00	\$575.00	\$766.00
	Use of Terminal warehouse facilities for fumigation of containerized cargo as required by USDA-APHIS/PPQ	Per container	\$383.00	\$575.00	\$766.00
	VACIS INSPECTIONS (Dray's Included)		\$400.00	\$400.00	\$400.00
	FULL STRIP/STUFF (Dray's Included)		\$669.00	\$669.00	\$669.00
	PARTIAL STRIP/STUFF (up to 10 pallets; Dray Incl)		\$443.00	\$443.00	\$443.00
	TAILGATE INSPECTION (OPEN, INSPECT, RE-SEAL)		\$175.00	\$175.00	\$175.00

<b>34.34</b>	<b>Equipment Storage</b>				
	Equipment Storage - Per Month	Per Acre or portion thereof	\$3,255.00	\$3,255.00	\$3,255.00
<b>34.35</b>	<b>Dockage</b>				
	<b>Self-Propelled and Passenger Vessels</b>				
	Minimum Dockage charge for all vessel types but Non Self-Propelled Vessels	Per day	\$868.00	\$868.00	\$868.00
	<b>Self-Propelled Vessels - Not Vehicle/RoRo Vessels</b>	Per Net Registered Ton	\$0.48	\$0.48	\$0.48
	<b>Self-Propelled Vessels - Vehicle/RoRo Vessels</b>				
	LOA of Vessel in Linear feet.				
	0' to 400'	Per foot / day	\$4.41	\$4.41	\$4.41
	401' to 500'	Per foot / day	\$4.97	\$4.97	\$4.97
	501' to 600'	Per foot / day	\$6.62	\$6.62	\$6.62
	601' to 700'	Per foot / day	\$8.28	\$8.28	\$8.28
	701' to 800'	Per foot / day	\$9.93	\$9.93	\$9.93
	<b>Non Self-Propelled Vessels</b>				
	Barges up to and including 200 feet	Per day	\$595.00	\$595.00	\$595.00
	Barges 201 feet or greater	Per day	\$1,058.00	\$1,058.00	\$1,058.00
<b>34.36</b>	<b>Wharfage Charges</b>				
	Steel, Aluminum and other metals	Per ton	\$3.42	\$3.42	\$3.42
	Dry Bulk	Per ton	\$2.16	\$2.16	\$2.16
	Empty Containers	Per container	\$17.41	\$17.41	\$17.41
	Import/Export Automobiles (0-4,000 lbs.)	Per auto	\$6.49	\$6.49	\$6.49

	Light trucks and tractors (4,001-8,000 lbs.)	per vehicle	\$11.36	\$11.36	\$11.36
	Heavy Trucks and Tractors (8,001 lbs. & over)	per vehicle	\$27.74	\$27.74	\$27.74
	Passenger	per passenger	\$16.38	\$16.38	\$16.38
	Liquid bulk	per ton	\$2.16	\$2.16	\$2.16
	Livestock	per head	\$4.43	\$4.43	\$4.43
	Supersacks	per ton	\$3.41	\$3.41	\$3.41
	All items not elsewhere specified	per ton	\$4.60	\$4.60	\$4.60
	full containers	per container	\$110.00	\$110.00	\$110.00
	Lumber/plywood	CBM	\$1.27	\$1.27	\$1.27
<b>34.37</b>	<b>Free Time / Demurrage Import</b>				
	All charges subject to minimum of		\$40.66	\$40.66	\$40.66
	Covered Areas				
	First 5 calendar days	Short Ton	\$6.40	\$6.40	\$6.40
	Second period of 5 calendar days	Short Ton	\$9.80	\$9.80	\$9.80
	Third and each succeeding 5 calendar days	Short Ton	\$15.40	\$15.40	\$15.40
	Open Areas				
	First 5 calendar days	Short Ton	\$6.00	\$6.00	\$6.00
	Second period of 5 calendar days	Short Ton	\$6.60	\$6.60	\$6.60
	Third and each succeeding 5 calendar days	Short Ton	\$8.40	\$8.40	\$8.40
	Exceptions				
	Refrigerated Cargo				
	First 5 calendar days	Short Ton	\$15.40	\$15.40	\$15.40
	Second period of 5 calendar days	Short Ton	\$17.00	\$17.00	\$17.00
	Third and each succeeding 5 calendar days	Short Ton	\$25.00	\$25.00	\$25.00
	Automobiles				
	Passenger type Autos	Per day	\$50.00	\$50.00	\$50.00

	Trucks, tractors and other wheeled vehicles	Per day	\$50.00	\$50.00	\$50.00
	empty containers	per day	\$175.00	\$175.00	\$175.00
	full dry containers	per day	\$250.00	\$250.00	\$250.00
	Reefer Container	per day	\$475.00	\$475.00	\$475.00
	lumber 15 days free time - 30-day duration	per cbm	\$2.89	\$2.89	\$2.89
<b>34.38</b>	<b>Free Time Demurrage - EXPORT</b>				
	All charges subject to minimum of		\$40.66	\$40.66	\$40.66
	Covered Areas (dry or refrigerated)				
	First 5 calendar days	Short Ton	\$6.40	\$6.40	\$6.40
	Second period of 5 calendar days	Short Ton	\$9.80	\$9.80	\$9.80
	Third and each succeeding 5 calendar days	Short Ton	\$15.40	\$15.40	\$15.40
	Open Areas				
	First 5 calendar days	Short Ton	\$6.00	\$6.00	\$6.00
	Second period of 5 calendar days	Short Ton	\$6.60	\$6.60	\$6.60
	Third and each succeeding 5 calendar days	Short Ton	\$7.60	\$7.60	\$7.60
	Exceptions				
	<b>Refrigerated Cargo</b>				
	First 5 calendar days	Short Ton	\$15.60	\$15.60	\$15.60
	Second period of 5 calendar days	Short Ton	\$17.40	\$17.40	\$17.40
	Third and each succeeding 5 calendar days	Short Ton	\$25.40	\$25.40	\$25.40
	<b>Automobiles</b>				
	Passenger type Autos	Per day	\$50.00	\$50.00	\$50.00
	Trucks, tractors and other wheeled vehicles	Per day	\$50.00	\$50.00	\$50.00

	empty containers	per day	\$175.00	\$175.00	\$175.00
	full dry containers	per day	\$250.00	\$250.00	\$250.00
	Reefer Container	per day	\$475.00	\$475.00	\$475.00
<b>34.39</b>	<b>Truck/Roll Trailer Loading and Unloading</b>				
	Minimum Charge:		\$150.00	\$225.00	\$300.00
	General Cargo Rates apply unless a specific category below is applicable.				
	General Cargo Rates:				
	Cargo up to and including 200 cu feet per ton of 2,000 lbs.				
	Full loading/unloading	Per ton	\$37.42	Labor Rate OT	Labor Rate DT
	Tailgate	Per ton	\$24.87	Labor Rate OT	Labor Rate DT
	Cargo in excess 200 cu feet per ton of 2,000 lbs.				
	Full loading/unloading	Per ton	\$72.46	Labor Rate OT	Labor Rate DT
	Tailgate	Per ton	\$45.20	Labor Rate OT	Labor Rate DT
	Specific Cargo Rates:				
	Loading/unloading of pre palletized, skidded or unitized cargo where there is only one shipper, one consignee, and no sorting required (Skidded or unitized cargo as used therein means cargo which is secured by straps or wire to bearers constructed of wood, metal, or other material which is at least four (4) inches in height)	Per ton	\$35.64	\$35.64	\$35.64
	Lumber	per CBM	\$3.88	Labor Rate OT	Labor Rate DT
	Steel slabs	Per ton	\$9.84	\$14.76	\$19.68

	Blocks, bundles, or packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper, and steel to or from OFBT only	Per ton	\$10.71	\$16.07	\$21.42
	Steel sheets, aluminum sheets, tin plate, and wire rod in coils to or from OFBT only	Per ton	\$10.71	\$16.07	\$21.42
	Bundles of billets or rails	Per ton	\$10.71	\$16.07	\$21.42
	Plate and Structural Steel, pipe and bundles of reinforcing rod, tubing, and boiler tubes	Per ton	\$14.33	\$21.50	\$28.66
	Reusable shipping containers in excess of 150 cu feet, outside measurement, loaded or empty, per container shall be loaded or unloaded to or from a flatbed truck or chassis. The rate only applies to the movement involved in connection with the receipt or delivery of a container at the marine terminal		\$59.23	\$88.85	\$118.46
	Loading and unloading of containers at the Terminal	Per container	\$60.36	\$60.36	\$60.36
	Mounting/demounting containers	Per container	\$100.00	\$150.00	\$200.00
	Palletized Fruit, excluding Bananas	Per pound	\$1.17	\$1.76	\$2.34
	Bales of wood pulp/wastepaper	Per ton	\$12.98	\$19.47	\$25.96
	Loading/unloading with drum clamps	Per ton	\$12.98	\$19.47	\$25.96
	Rolls of linerboard/newsprint/paper	Per ton	\$10.82	\$16.23	\$21.64

	EXCEPTION: Reloading rolls of linerboard, newsprint or other paper to containers of ocean carriers owned or operated by steamship liner services using the Port	Per ton	\$3.37	\$5.06	\$6.74
	Vehicles & Roll-on/roll-off (RoRo) cargo, as well as other cargo not specified, including heavy lifts				
	Self-Propelled vehicles, wheeled units and mobile equipment moving under their own motor power not requiring the use of Port labor or equipment, for receipt or delivery; static pieces up to 8,000 lbs.	Per ton	\$10.34	\$10.34	\$10.34
	Self-propelled vehicles, wheeled units, mobile equipment moving under their own motor power requiring the use of Port Labor or equipment, for receipt or delivery; static pieces 8,001 – 20,000 lbs.	Per ton	\$18.97	\$18.97	\$18.97
	Self-propelled vehicles, wheeled units, mobile equipment, as well as static cargo requiring lifting or handling assistance of heavy lift equipment 20,000 lbs. - 50,000 lbs.	Per ton	\$21.39	\$21.39	\$21.39
	Wheeled or static units over 50,000 lbs. requiring heavy lift with cranes	Per ton	\$36.19	\$36.19	\$36.19
	Wheeled or static units measuring in excess of 80 cubic feet per net ton	Per MT	\$7.32	\$7.32	\$7.32



	Boats - To or from open trucks - the rate includes boat, trailer and/or cradle when handled with same lift. Does not include assembly or disassembly of cradle	Per MT	\$7.32	\$7.32	\$7.32
<b>34.40</b>	<b>Railroad Car loading/ Car Unloading</b>				
	Minimum Charge:		\$195.74	\$293.61	\$391.48
	<b>Base Charge \$110 plus tonnage rates below:</b>	base charge	\$110.00	\$110.00	\$110.00
	General Cargo Rates apply unless a specific category below is applicable.				
	Loading or unloading of cargo NOS	Per ton	\$39.03	\$58.55	\$78.06
	Loading or unloading of rolls of linerboard/newsprint/paper	Per ton	\$22.04	\$22.04	\$20.60
	Pre-palletized or pre-skidded Loading/Unloading of freight not covered above and subject to the following conditions:				
	Pre-palletized or pre-skidded cargo is cargo which is pre-palletized or pre-skidded to the satisfaction of the Terminal and which is situated on the Terminal facility or in the cars so that it can be loaded into a car or unloaded from a car by the insertion of the Terminal forklift truck blade under the pallet or skid without any necessity of shifting the cargo prior to such insertion.	Per ton	\$27.56	\$27.56	\$27.56
	Loading or unloading of refrigerated cargo which is not pre-palletized or pre-skidded	Per ton	\$48.92	\$48.92	\$48.92
	Loading or unloading with drum clamps	Per ton	\$27.56	\$27.56	\$27.56

	Loading or unloading steel to or from railroad flat cars:				
	Steel slabs	Per ton	\$17.84	\$17.84	\$17.84
	Steels sheets, aluminum sheets, tinplate, and wire rod in coils	Per ton	\$21.94	\$21.94	\$21.94
	Blocks, bundles, packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper and steel sheets	per ton	\$21.94	\$21.94	\$21.94
	Bundles of billets or rails	per ton	\$21.94	\$21.94	\$21.94
	Plate and Structural steel, pipes and bundles of reinforcing rod, tubing, and boiler tubes (excluding heading wire)	per ton	\$25.63	\$25.63	\$25.63
	Loading or unloading steel and non-ferrous metals to/from all other rail cars				
	Steel slabs	Per ton	\$21.05	\$21.05	\$21.05
	Steels sheets, aluminum sheets, tinplate, and wire rod in coils	Per ton	\$21.94	\$21.94	\$21.94
	Blocks, bundles, packs (skidded and strapped) of aluminum, lead, zinc, tin plate, copper and steel sheets	Per ton	\$21.94	\$21.94	\$21.94
	Bundles of billets or rails	Per ton	\$21.94	\$21.94	\$21.94
	Plate and Structural steel, pipes and bundles of reinforcing rod, tubing, and boiler tubes (excluding heading wire)	Per ton	\$25.63	\$25.63	\$25.63
	Removing and replacing lids from open top rail cars, including gondolas and coil cars	Per car	\$76.95	\$76.95	\$76.95
	Loading and unloading of containers at the Terminal	Per container	\$60.36	Labor Rate OT	Labor Rate DT
<b>34.41</b>	<b>Equipment Services Port Operated for Third Party</b>				
	<b>Cranes</b>				
	Crane with Hook	Per hour	\$571.00	\$722.00	\$875.00

	Crane with Container Spreader	Per hour	\$1,113.00	\$1,409.00	\$1,705.00
	CLAM SHELL BUCKETS (Separate charge in addition to Crane Rate)				
	16 cubic yard Bucket	Per hour	\$433.00	\$433.00	\$433.00
	21 cubic yard Bucket	Per hour	\$433.00	\$433.00	\$433.00
	27 cubic yard Bucket	Per hour	\$433.00	\$433.00	\$433.00
	37 cubic yard Bucket	Per hour	\$433.00	\$433.00	\$433.00
	HOPPER (Separate charge in addition to Crane Rental)	Per hour	\$65.10	\$65.10	\$65.10
	MISCELLANEOUS				
	Fork Trucks (4,000/9,000 lbs. capacity)	Per hour	\$95.00	\$142.00	\$190.00
	Fork Trucks (15,000 lbs. capacity)	Per hour	\$99.00	\$148.50	\$198.00
	Fork Trucks (30,000 lbs. capacity)	Per hour	\$110.00	\$165.00	\$220.00
	Fork Trucks (45,000 lbs. capacity)	Per hour	\$179.00	\$268.50	\$358.00
	Fork Trucks (above 45,000 lbs. but below 80,000 lbs.)	Per hour	\$304.00	\$456.00	\$608.00
	Fork Trucks (80,000 lbs. capacity)	Per hour	\$322.00	\$483.00	\$644.00
	Container Handling Equipment – Top Pick/Reach Stacker	Per hour	\$322.00	\$483.00	\$644.00
	Bulldozer – Skid Loader	Per hour	\$268.00	\$402.00	\$536.00
	Payloader	Per hour	\$255.00	\$382.50	\$510.00
	Dump Truck, Sweeper, Hustler, & Water Truck	Per hour	\$153.00	\$230.00	\$306.00
	Bucket Truck	Per hour	\$153.00	\$230.00	\$306.00
	Scissor Lift	Per hour	\$153.00	\$230.00	\$306.00
	ELECTRICAL OUTLETS/REFRIGERATED CONTAINERS/MONITORING TEMPERATURE	Per day	\$150.00	\$150.00	\$150.00
<b>34.42</b>	<b>Miscellaneous Services</b>				

	Terminal Receiving Charges				
	Autos and Small Trucks (up to 8,000 lbs.); driven & not trucked-in/out	Per unit	\$71.52	\$107.28	\$143.04
	Trucks over 8,000 lbs. driven & not trucked-in/out	Per unit	\$213.41	\$320.12	\$426.82
	Trailers, Tractors, Construction Equipment, Agricultural Equipment and all other self-propelled vehicles; driven & not trucked-in/out	Per unit	\$343.95	\$515.93	\$687.90
	Boats on trailers under 29 feet	Per unit	\$603.12	\$904.68	\$1,206.24
	Boats on trailers 29 feet and over	Per unit	\$863.85	\$1,295.78	\$1,727.70
	Other services not specifically mentioned will be invoiced on a cost plus 25% markup basis				
	Late payment/Interest fees	per month	1.50%	1.50%	1.50%
	Max Dumpster Fee per container	per containers	\$3,000.00	\$3,000.00	\$3,000.00
	Dumpster Fee per pallet (breakbulk only)	per pallet	\$177.00	\$177.00	\$177.00
	Rapid Cool	per pallet	\$78.00	\$78.00	\$78.00
	Dock Returns	per pallet	\$12.50	\$12.50	\$12.50
	Full Returns	per pallet	\$55.00	\$55.00	\$55.00
	Transfer	per pallet	\$55.00	\$55.00	\$55.00
	Hazardous Cargo Terminal Receiving Charge	Per Container	\$421.80	\$421.80	\$421.80
<b>34.43</b>	<b>Security Fees</b>				
	Break Bulk	Per Ton		\$0.26	\$0.26
	Vehicles	Per unit	\$0.43	\$0.43	\$0.43
	Full Containers - only	Per Container	\$1.38	\$1.38	\$1.38
	Liquid Bulk	Per Ton	\$0.13	\$0.13	\$0.13
	Dry Bulk	Per Ton	\$0.13	\$0.13	\$0.13
	Livestock	Per Head	\$0.55	\$0.55	\$0.55
	General Cargo	Per Ton	\$0.26	\$0.26	\$0.26

	Per passenger embarked upon arrival or departure against cruise ships docking at the Port	Per Passenger	\$1.75	\$1.75	\$1.75
<b>34.44</b>	<b>Terminal Usage Fees</b>				
	Containers over the quay loaded or empty	Per TEU	\$8.47	\$8.47	\$8.47
	Containers – non-water borne loaded or empty	Per TEU	\$0.88	\$0.88	\$0.88
	Cargo not in a Container over the quay	Per Ton	\$0.60	\$0.60	\$0.60
	Cargo not in a container – non-water borne loaded or empty	Per Ton	\$0.07	\$0.07	\$0.07
<b>34.45</b>	<b>Gate Entry Fees</b>	<b>Inbound</b>			
	Gate Entry Fee	per truck entry	\$20.00	\$20.00	\$20.00

GT USA WILMINGTON, LLC PORT OF WILMINGTON, DELAWARE - HOURLY TERMINAL LABOR RATES RATES EFFECTIVE JANUARY 1, 2022								
CATEGORY	CHARGE-OUT RATES			CONTRACT DIFFERENTIAL		STANDBY RATES		
	STRAIGHT TIME	OVERTIME 1 1/2	DOUBLE TIME	OVERTIME 1 1/2	MEAL HOUR	STRAIGHT TIME	OVERTIME 1 1/2	DOUBLE TIME
LABORER	\$69.11	94.18	119.22	34.95	55.43	60.84	82.89	104.90
LABORER (Freezer Room)	\$72.11	96.74	122.31	37.12	57.21	63.49	85.13	107.62
LIFT TRUCK OPERATOR	\$69.79	95.05	120.34	35.25	55.97	61.41	83.66	105.90
with Equipment	\$99.88	125.17	150.42					
LIFT TRUCK OPERATOR	\$72.83	100.07	126.52	37.30	59.12	64.10	88.08	111.32
with Equipment (Freezer Room)	\$102.93	130.17	156.61					
CHECKER	\$69.79	95.05	120.34	35.25	55.97	61.41	83.66	105.90
MECHANIC/WELDER	\$72.44	98.59	124.79	36.41	58.04	63.72	86.79	109.81
CRANE OPERATOR	\$72.44	98.59	124.79	36.41	58.04	63.72	86.79	109.81
HARBORMASTER	\$96.60	131.21	165.86	47.06	77.09	85.03	115.47	145.93
CLERICAL	\$63.60	86.74	109.81	32.56	51.08	55.99	76.31	96.64
SUPERVISOR	\$85.08	115.71	146.30	42.01	67.99	74.87	101.83	128.73
SECURITY	\$79.52	79.52				69.98	69.98	