



## STANDARD STEVEDORING AND TERMINAL CONTRACT

This Standard Stevedoring and Terminal Contract (“Standard Contract”) comprises Part I (General Terms and Conditions Applicable to all Services), Part II (Specific Terms and Conditions for Stevedoring Services) and Part III (Specific Terms and Conditions for Terminal Services).

### **PART I GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES**

#### **1. DEFINITIONS**

“Agent” shall mean a person, partnership or corporation who has declared in writing, at the time of entering into an agreement with the Contractor that is subject to this Standard Contract, to be acting as agent only for and on behalf of another party and whose full identity has also been disclosed in writing.

“Agreement” shall mean the document(s) executed or exchanged, as the case may be, by or between the Contractor and the Client that refers to this Standard Contract, which is incorporated in the Agreement by reference, and whereby the Contractor has agreed to render stevedoring and/or terminal services and other miscellaneous services for the account of the Client.

“Applicable Rates” shall mean any rate schedule, tariff sheet or composite wage chart agreed upon in writing.

“Client” shall mean the party that has contracted with the Contractor or ,as the case may be, the party on behalf of whom the latter’s duly authorized Agent has contracted with the Contractor.

“Collective Bargaining Agreements” shall mean any applicable arrangements and provisions of any labor agreement existing between the longshoremen and/or other labor groups and the waterfront employers governing longshore work performed in the port or ports where services are to be rendered by the Contractor, but always contingent upon labor being available to the Contractor under such applicable Collective Bargaining Agreements or any other applicable arrangements.

“Contractor” shall mean Logistec Gulf Coast LLC or, as the case may be, any one of its subsidiaries, joint-ventures or associated company with whom the Client entered into an Agreement that is subject to this Standard Contract.

“Standard Contract” shall mean Part I, Part II and Part III herein and all other documents that are incorporated into this document by reference.

“NVOCC” shall mean a Non Vessel Operating Common Carrier.

“Port Authority” shall mean any public, semi public, private or any body politic and corporate that owns the property at which the services under this agreement will be rendered.

## **2. APPLICATION**

Unless otherwise specifically agreed to in writing by Contractor and Client it is understood and agreed that any services to be rendered by the Contractor shall be subject to this Standard Contract.

## **3. INTERPRETATION**

In the event of a conflict of terms and conditions between the Agreement and this Standard Contract, the provisions of the Agreement shall prevail over those of this Standard Contract to the extent of such conflict but no further.

## **4. LABOR**

The Contractor agrees to provide sufficient labor for the performance of services herein contemplated in accordance with prevailing applicable Collective Bargaining Agreements or any other applicable arrangements and provisions of any labor agreement existing between the longshoremen and/or other labor groups and the waterfront employers governing longshore work performed in the port or ports where services are to be rendered by the Contractor, but always contingent upon labor being available to the Contractor under such applicable Collective Bargaining Agreements or any other applicable arrangements. The Contractor shall not be responsible for any loss, damage, delay or non-performance hereunder whatsoever arising from strikes, lockouts, union disputes, shortage of labor, deliberate work slow-down or stoppage or any other labor difficulties.

## **5. INCREASE AND DECREASE IN COSTS**

All labor rates forming part of the Applicable Rates are based on and subject to the cost of labor to the Contractor prevailing at the time this Agreement is entered into between the Contractor and the Client. The cost of labor shall include but not be limited to: wages, payroll taxes, benefits, workers' compensation and insurance and subject to, the employment of present longshore and related labor at the wage scales and working conditions existing in the port as of the date of the execution of this Contract, under respective labor agreements between the longshoremen and/or other labor groups and the waterfront employers.

All labor rates forming part of the Applicable Rates in the Agreement are predicated upon the assumption that the present practices of the port, in respect to the determination of straight and overtime rates of pay for labor, are and were in compliance with the provisions of the Fair Labor Standards Act. In the event it shall be determined in the future that the provisions of the Fair Labor Standards Act, or require the payment of compensation in excess of that required by applicable and prevailing labor agreements and the practice of the port, then the Contractor shall be reimbursed by the Client for any additional overtime or other payments, including but not limited to additional insurance premiums for which the Contractor may be liable under the terms of the Fair Labor Standards Act in respect to work performed under the Agreement.

## **6. COMMODITIES OR SERVICES FOR WHICH NO RATES ARE PROVIDED IN THE APPLICABLE RATES**

Rates for the handling or storage of any commodity or for services not otherwise covered by Applicable Rates are to be mutually negotiated and such rates shall become subject to this Standard Contract as well as the Agreement unless otherwise specified.

Rates quoted and accepted subsequent to the date of the Agreement shall also be subject to this Standard Contract unless otherwise specified.

## **7. WEIGHT AND MEASUREMENT TONS**

Unless otherwise provided for in the Agreement, it is understood that 2,000 lbs. shall constitute a weight ton and 1 cubic meter shall constitute a measurement ton (see attached conversion table). The Client agrees that all handling rates shall be assessed on a weight-measurement basis.

## **8. DETENTIONS, WAITING OR LAYTIME**

When labor is employed and detentions occur, or when labor is employed and unable to work through causes beyond the Contractor's control, or when labor is to be paid for a minimum working period in accordance with prevailing Collective Agreements, the cost of such time will be charged on the basis of the relevant rates in the Applicable Rates.

## **9. CONDITION OF CARGO**

If the condition of the cargo or packages or stowage is other than in customary good order, thereby delaying prompt and safe handling, or when bulk cargo is required to be broken out by mechanical equipment, the additional labor and/or equipment necessary to effect the safe handling of such cargo or packages will be charged on the basis of cost of additional labor and equipment and, if applicable, any extra insurance premiums resulting therefrom or, if the Applicable Rates makes a provision for it, as per the Applicable Rates. Additional charges shall include any labor, machinery as required by federal state or local authorities and for the protection of Contractors' facilities, equipment, personnel and other cargo on Contractor's premises.

It is further understood and agreed that Contractor or its agents may reasonably rely upon cargo manifests, load plans, customs declarations and the marking of cargoes submitted by the carrier or shipper without separate and further investigation on the part of Contractor.

## **10. DANGEROUS OR DAMAGED CARGO**

Where, in the opinion of the Contractor:

- a) cargo delivered to it for storage and/or handling or to be handled by the Contractor appears to be damaged or defective;
- b) the handling or storage of the cargo may constitute a danger or create distress or noxious conditions; or
- c) the cargo and/or its handling or storage may contaminate other cargo or cause pollution

the Contractor shall, upon written notice to the Client, have the right to refuse to handle such cargo or remove it from the terminal at the sole risk and expense of the Client. In like manner, if abnormal or extra handling is required because of any of the above reasons, the Contractor shall be entitled to charge handling on the basis of cost of labor and equipment and, if applicable, any extra insurance premiums resulting therefrom or, if the Applicable Rates make a provision for it, as per the Applicable Rates.

## **11. LOSS OR DAMAGE CAUSED BY IMPROPER HANDLING DIRECTIONS OR EXCESSIVE WEIGHT**

Should any loss or damage occur as a result of improper, inaccurate and/or misleading handling instructions (including, without limitation, the declared weight of the cargo) appearing on the cargo packaging or given to the Contractor, the Contractor shall be indemnified by the shipper, consignee or any other party having an interest in the cargo for all loss, damages or expenses, legal fees or fines arising or resulting therefrom.

## **15. ENVIRONMENTAL INDEMNIFICATION**

Notwithstanding any other provision contained in this Standard Contract and the Agreement, it is expressly agreed that the Client shall hold the Contractor harmless from and indemnify them against any loss, damage, cost, liability, expense, fine, penalty or claim of any kind of nature whatsoever which may be brought against the Contractor directly or indirectly in consequence of or with respect to any discharge, emission, spillage or leakage upon or into the seas, waters, land or air, howsoever caused (unless caused by the Contractor's gross negligence or that of its employees, agents or representatives) of any pollutant whatsoever or with respect to or as a result of any federal or state pollution prevention legislation and any applicable Regulations enacted or proclaimed pursuant thereto.

## **16. FORCE MAJEURE, ABNORMAL CONDITIONS, ETC.**

In the event of force majeure, Act of God, war, civil disturbances, fire, severe port congestion, strikes, lockouts, union disputes, deliberate slow-downs or stoppages or other labor difficulties, restraint of princes or any governmental authority, or other abnormal conditions of any kind and which materially interfere with the Contractor's operations, the Contractor shall be excused from performing its obligations until such conditions cease. However, if able to perform the services contemplated in the Agreement, the Contractor shall have the option to do so in which case it shall be, in lieu of the Applicable Rates, on the basis of cost of labor and equipment plus 15% and, if applicable, any extra insurance premiums resulting therefrom. Otherwise, the conditions for performance of the contemplated services shall be mutually agreed upon by the Contractor and the Client.

This paragraph shall apply to any detention, delay, storage and stripping of cargo, or detention of Client'(s) vessel (s) due to any heightened security risk that is imposed by any recognized public authority.

## **17. LIMITATIONS OF LIABILITY**

It is expressly agreed that the Client, if a carrier or NVOCC or any agent of the same, shall include the Contractor or arrange to have it included as an express beneficiary, to the extent of the services to be performed under this Standard Contract of all rights, immunities and limitation of liability provisions of all contracts of affreightment, as evidenced by its or carrier's standard bills of lading, sea waybill and/or passenger tickets or other contracts of carriage, issued by Client or carrier during the effective period of this Standard Contract. Whenever the customary rights, immunities and/or liability limitations are waived or omitted by the Client, as in the case of *ad valorem* cargo, the Client agrees to include the Contractor as an "additional insured" under its insurance protection indemnity policy and to have underwriters waive subrogation against Contractor. To that extent, the Client or its "agent(s)" is a carrier of cargo (including an NVOCC), Client shall insure that Contractor will have all benefits and defences, both statutory and common law, available to it

including inter-alia, those under Carriage of Goods At Sea Act (COGSA), Harter Act and such others as the law may allow including the Himalaya Clause, Period of Responsibility Clause and any Clause Paramount. In the event the Client is not carrier of the cargo to be handled by the Contractor, the Client expressly agrees that all the rights, immunities and liability limitations contained in the involved carrier's applicable bill of lading, sea waybill or other contract of carriage shall enure to the benefit of the Contractor and the Client agrees that in no event shall the Contractor have any liability in excess of the carrier respecting loss or damage of cargo.

Furthermore, but without limiting the foregoing, in the event that a freight forwarder or forwarding agent is the shipper and/or consignee and/or notified party named in the Client's or carrier's applicable bill of lading, sea waybill or other contract of carriage, as the case may be, then such freight forwarder or forwarding agent, whether acting as a true freight forwarder or forwarding agent or as a contracting carrier and/or non-vessel operating common carrier, shall nevertheless be deemed to be acting as agent for those having an interest in the cargo handled by the Contractor and it is expressly agreed that in the event of any claim by any one having an interest in the cargo, all the rights, immunities and liability limitations contained in the Client's or ocean carrier's applicable bill of lading, sea waybill or other contract of carriage shall enure to the benefit of the Contractor and, as in the case where the Client is not the carrier of cargo, in no event the Contractor shall have any liability in excess of the one of the ocean carrier for any loss or damage of cargo.

It is further agreed that Client or its authorized agent shall seasonably provide Contractor with accurate samples of Client's(s) current form "Bill of Lading" "Contracts of Affreightment" and other such documents that may include the transfer, handling, and storage of any type of cargo whatsoever.

## **18. HARBOR DUES, PORT, DOCKAGE, TAXES, LABOR CHARGES AND ASSESSMENTS, ETC.**

Unless otherwise provided for in the Agreement, the Client shall pay and be responsible for, to the complete exoneration of the Contractor, for any and all security costs, federal, state, local or municipal taxes, dues, duties, costs, charges of any kind assessed by any authority including, without any limitation whatsoever, harbor dues, wharfage and charges relating to the use of the dock and/or terminal facilities.

## **19. PAYMENT OF INVOICES**

Any invoice for services rendered by the Contractor shall be paid in full 30 days from invoice date. Each and every payment remaining outstanding from the Client to Contractor after its due date, whether in whole or in part, shall bear interest at the rate of the Contractor's bank's prime commercial lending rate plus five percent (5%) per annum.

The Client shall not have the right to offset or claim compensation against any payment due to the Contractor for any claim it has, may have or alleges against the Contractor.

## **20. DEFAULT IN PAYMENT OF INVOICES OR ADVANCES**

The Contractor shall have the right to suspend or cease servicing the Client should the Client be in default to make any payment of invoices or advances in accordance with the Agreement. Without prejudice to the foregoing, a default in any one payment shall result in all invoices becoming immediately due and payable.

## **21. RESPONSIBILITY FOR PAYMENT OF INVOICES**

The Client shall be the party responsible for the payment of the Contractor's invoices. In the event that the Client is or was not a carrier and it contracted with the Contractor because of any interest it had or may have had at any time in the cargo, the Client shall remain the party responsible for the payment of the Contractor's invoices despite any transfer whatsoever, whether in whole or in part, of ownership or beneficial ownership in the cargo before or after the date the Agreement was entered into between the Contractor and the Client.

Notwithstanding the foregoing, the responsibility for the payment of invoices will be transferred to the new owner or beneficial owner of any cargo in the event that a written agreement has been concluded with the new owner or beneficial owner by and to the entire satisfaction of the Contractor. However, the Client shall nevertheless be the guarantor of the new owner or beneficial owner for the payment of the invoices in question. Furthermore, and without restricting the foregoing, the Contractor shall also be entitled to refuse to deliver to or otherwise handle the cargo of the new owner or beneficial owner unless it has been paid in full for any and all invoices pertaining to such cargo or it has received a satisfactory written guarantee of payment in respect of same, whether it pertains to services rendered prior to or after the transfer of ownership or beneficial ownership.

In the event that the Agreement was concluded by an Agent, such Agent shall not be responsible for the payment of invoices unless (i) it was in fact the Client, (ii) the Client or alleged Client, as the case may be, is alleging that the Agent exceeded its authority or had no authority to conclude an agreement with the Contractor, (iii) it made false, inaccurate or misleading representations to the Contractor that it had received sufficient funds from the Client to pay the Contractor's invoices whereas such funds had not been received by the Agent or were insufficient or (iv) it failed to disclose information that it knew or learned pertaining to the financial situation of the Client and which would have caused the Contractor, if brought to its attention and acting reasonably, to refuse to conclude an agreement with , suspend or otherwise cease servicing the Client.

Any payment made by the Client to its Agent for the benefit of the Contractor shall not be opposable to the Contractor unless received in full by the Contractor. In the event of bankruptcy, insolvency, sequestration or receivership of the Agent before payment is effected by the Agent to the Contractor, the Client shall remain responsible for the payment of the invoices that would otherwise have been paid by the Agent, without the benefit of discussion.

## **22. TERMINATION OF AGREEMENT**

Either party may terminate, at its option, any agreement with the other in the event that

- a) the other party makes an assignment for the benefit of creditors;
- b) a petition in bankruptcy is filed against the other party;
- c) sequestration or insolvency proceedings are instituted against the other party;
- d) a receiver is appointed for the property of the other party by reason of the insolvency of the latter; or
- e) the Client does not pay Contractor's invoices according to payment terms.

Such termination shall be without prejudice to any other relief or recourse available to the party terminating any agreement in accordance with the foregoing for any loss or damages it may incur.

## **23. HEADINGS**

No resort shall be had to the headings used in this Standard Contract in the latter's interpretation or construction; such headings shall serve merely to assist in classifying and identifying the provisions making up the Standard Contract and, as a result, no meaning shall be ascribed to them nor may they influence the interpretation or construction of a provision.

## **24. NON-WAIVER**

No delay or failure on the part of the Contractor to enforce any right it has or may have under this Standard Contract or the Agreement shall constitute a waiver of such right or claim. Any waiver by the Contractor of any term, provision or condition or any default in any one or more instances shall not be deemed to be a further or continuing waiver of such term, provision or condition or of any subsequent default nor shall it constitute a waiver of any subsequent breach. Each right, remedy, power or privilege herein provided is cumulative and not exclusive of any other right, remedy, power or privilege provided herein or by law.

## **25. WAIVER**

The Client agrees not to seek recourse from the Contractor by way of indemnity proceedings or otherwise in the event of legal proceedings against it by third parties arising from personal injury or fatality unless it establishes that such personal injury or fatality was directly attributable to defective gear or equipment furnished by the Contractor or a result of gross negligence by the Contractor. In addition, Client agrees that both itself and its underwriters shall waive subrogation against Contractor from matters that arise from reasons other than the gross negligence of Contractor or its employees.

## **26. SEVERABILITY**

If any provision of this Standard Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

## **27. APPLICABLE LAW**

This Standard Contract entered into between the Contractor and the Client shall be governed by, construed and interpreted in accordance with the laws of the state in which the services were rendered, as they may apply, including its conflict of laws rules.

## **28. JURISDICTION**

Any dispute arising out of or in connection with this Standard Contract or the Agreement entered into between the Contractor and Client shall be exclusively referred to the United States District Court or Court of competent jurisdiction for the state in which the services were rendered.

## **29. NO CONSEQUENTIAL DAMAGES**

Notwithstanding anything to the contrary contained herein, in no event shall Contractor be responsible or liable for special, punitive, consequential, incidental, exemplary or indirect damages or loss of future revenue, income or profits, whether arising under contract, tort, statute or otherwise.

## **PART II SPECIFIC TERMS AND CONDITIONS FOR STEVEDORING SERVICES**

### **1. STEVEDORING SERVICES AND RATES**

It is expressly agreed that the term “Stevedoring Services” includes the loading or discharging of cargo, i.e. the handling of cargo from place of stow on board vessel to place of rest in shed and/or on dock and from shed and/or on dock into place of stow on board vessel unless otherwise specified in the Agreement; all under the direction and supervision of the vessel’s Master or other authorized personnel. The rates and charges specified in the Agreement are based upon the utilization of standard mechanical equipment so as to maintain a continuous operation.

### **2. SIGNING AUTHORITY**

Unless otherwise stipulated in the Agreement, it is understood that the Master, Chief Officer and Cargo Officer of the vessel have authority to sign and execute any documents that may, from time to time, be presented by the Contractor for signature by the Client or the carrier, as the case may be. It is further understood and agreed that any person or entity that represents itself as an “agent” for a client shall remain liable for any charges pursuant to the services requested under this contract unless Contractor has agreed to rely on the credit of the Agent’s principal and the principal has signed the agreement.

### **3. REHANDLING OR SHIFTING OF CARGO**

The rates provided for in the Applicable Rates apply to one handling of cargo. When rehandling or shifting of cargo is necessary through no fault of the Contractor, the time required for such work will be charged on the basis of costs of labor and equipment and, if applicable, any extra insurance premiums resulting therefrom or, if the Applicable Rates makes a provision for it, as per the Applicable Rates.

### **4. GEAR AND EQUIPMENT**

The Client shall ensure that vessels will supply: booms hoisted in position and automatic hatches opened and ready to work when required; certified winches and/or ships cranes with sufficient power or current for their efficient operation and in a safe and good operating condition (including adequate heating in the crane cabin) and with sufficient safe working load capacity; preventers and wire or rope in good condition and of sufficient strength for falls; hatch tents and gantlines; adequate lighting for night work. Should it appear, in the opinion of the Contractor and confirmed by Marine Technical Surveyors (MTS), that any of the vessel’s gear or equipment is inefficient, unsafe, in a bad operating condition or inadequate to handle cargo in normal and safe manner according to the standards of security of the Contractor or the customs of the port, it shall have the right to inspect or cause an inspection of such gear or equipment and if it is determined by the Contractor that such vessel’s gear is inefficient, unsafe, in bad operating condition or inadequate as aforesaid, the

Contractor, when requested, will supply, subject to availability, such material or gear and equipment on the basis of costs of labor and equipment and, if applicable, any extra insurance premiums resulting therefrom or, if the Applicable Rates makes a provision for it, as per the Applicable Rates.

In addition to the foregoing, Client and their Agents warrant and agree that at any such time a vessel is turned over to Contractor or its agents by Client or its Agents (including any charterers), Client or its Agents shall ensure that:

1. They have turned over the vessel in reasonably seaworthy condition for the loading or unloading by Contractor.
2. Client or its Agents have warned Contractor of any latent or hidden defects as to the condition of the vessel, the vessel's gear and tackle, the stowage of the cargo and the nature of the cargo.
3. Client or its Agents shall ensure they use reasonable care with regard to Contractor, its agents and employees to the extent that Client becomes actively involved in cargo operations.
4. Client or its Agents intervene in cargo operations to the extent that they have actual or constructive knowledge of an unsafe condition that cannot be remedied by Contractor.

## **5. RESPONSIBILITY FOR DAMAGE OR LOSS**

It is expressly understood and agreed that the Contractors' responsibility for damage or loss or discharge services as defined above shall be strictly limited to damage to the vessel and its equipment and physical damage to cargo or loss of cargo over side through negligence of the Contractor, its agents, servants or employees, and always subject to clause 17 of Part I of this Standard Contract. When such damage occurs to the vessel or its equipment or where such loss or damage occurs to cargo by reason of such negligence, the vessel's officers or other representatives of the vessel or the Client shall forthwith call this to the attention of the Contractor at the time of the incident. Contractor shall not be held responsible for vessel damages reported to it after vessel departure. Contractor shall not be held responsible for any damage to cargo if said cargo has left the terminal facilities on inland transport with a clean delivery receipt. The Contractor shall in no event be liable for consequential damages or for loss or damage to cargo howsoever caused after discharge and its liability for loss or damage to cargo during loading or discharge shall not be greater than or in excess of the liability of the carrier. The Client agrees to indemnify the Contractor in the event that it is called upon to pay any sums for any loss or damage other than aforesaid.

## **6. BERTHING**

Unless otherwise specifically agreed in writing, the Contractor does not guarantee any berthing priority to any vessel of the Client or the carrier. In no event shall the Contractor be liable for the inadequacy of berthing facilities. The Contractor does not guarantee the accuracy of any information relating to berth depth provided by it to the Client, whether in port particulars or upon request. The Client expressly accepts that any information relating to berth depth is approximate and subject to change and is communicated by Contractor without guarantee. The Client further expressly agrees that Contractor shall not be liable for damage or loss arising out of the inaccuracy of the berth depth information provided.

**PART III**  
**SPECIFIC TERMS AND CONDITIONS FOR TERMINAL SERVICES**

**1. TERMINAL SERVICES AND RATES**

It is expressly agreed that the term "Terminal Services" contemplate the provision of customary terminal storage space for cargo duly delivered to the Contractor in or upon transit facilities of the Contractor or leased by the Contractor from a Port Authority or others, as the case may be, where the Contractor is requested to provide space, subject to all applicable regulations of the relevant port corporation or others, so long as space is available under current conditions, the whole subject to the rates stipulated in the Applicable Rates. Terminal Services also include normal clerical and checking services in connection with the receiving of export cargo and delivery of import cargo and, where specified, the reimbursement of security services for whose performance the Contractor is specifically held harmless and exonerated from all liability by the Client.

**2. ADDITIONAL SERVICES AND MATERIALS**

The Contractor further undertakes to provide additional special terminal services including stuffing and stripping containers, sorting, consolidation, tallying and tarping as may from time to time be requested by the Client or any one of its representatives on terms to be agreed and to furnish cargo protection and other materials including dunnage and coverings. Such additional services and materials shall be supplied on the basis of costs of labour, equipment and material or, if the Applicable Rates make a provision for it, as per the Applicable Rates.

**3. CONDITION OF FACILITIES**

It is expressly understood and agreed that the Contractor shall not be liable for any damages or loss to cargo whatsoever resulting from defects in the design or construction of the terminal facilities or for a want of necessary repairs thereto.

In no event shall the Contractor be liable for the inadequacy of terminal facilities owned/operated by a Port Authority or parties other than the Contractor.

**4. RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO IN STORAGE**

Without limiting the scope of the provisions of clause 17 of Part I of this Standard Contract, the Contractor's responsibility for any loss or damage to cargo during its storage or handling during storage, or as a result of the storage or handling of any other cargo, either pending delivery for import cargo or loading for export cargo, shall be strictly limited to loss or damage directly attributable to the gross negligence of the Contractor, its employees, agents, or representatives. In the case of damage to cargo, Contractor's responsibility shall be limited to the value of the cargo.

In the event of a fire due to natural or spontaneous causes or shed collapse or other abnormal occurrence, the Contractor shall have no responsibility whatsoever for any loss or damage whatsoever to the cargo howsoever caused.

## **5. VALUABLE OR SPECIAL CARGO**

In the event the Client delivers or authorizes delivery of valuable or special cargo to the Contractor for terminal services and such cargo requires particular security or special handling, the Client shall notify the Contractor in writing of the cargo's valuable or special nature in advance, in default of which the Contractor shall have no responsibility whatsoever in the event of loss or damage to the cargo, howsoever caused.

## **6. RESPONSIBILITY OF INLAND CARRIER**

The truck or rail car shall be suitable and suitably placed for the Contractors' Receiving and/or Delivery Operations. Furthermore the sequence of the unloading of the cargo from the inland conveyance or the stowage and distribution of the cargo onto the inland conveyance shall be under the sole direction and responsibility of the person in charge of the inland conveyance who shall, together with the Inland Carrier assume full responsibility for such loading or unloading.

## **7. RESPONSIBILITY FOR LOSS OR DAMAGE**

The Contractor's responsibility for any loss or damage to cargo during Receiving or Delivery Operations shall be strictly limited to loss or damage directly attributable to the gross negligence of the Contractor, its employees, agents, or representatives. In the case of damage to cargo, Contractor's responsibility shall be limited to the value of the cargo.

## **8. SERVICE BY APPOINTMENT**

Receipt and delivery of cargo shall be by appointment in accordance with the rules and customs of the Contractor in the port(s).

## Equivalents and Metric Conversion Tables

**The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.**

<u><b>U.S. Equivalent</b></u>	<u><b>Metric Equivalent</b></u>
1.0 Pound	0.4536 Kilogram
2.2046 Pounds	1.0 Kilogram
100.0 Pounds (U.S.-CWT)	45.359 Kilograms
2,000.0 Pounds (Short Ton)	907.2 Kilograms
2,204.6 Pounds	1,000.0 Kilograms
	(1 Metric Ton/Kiloton)
2,240.0 Pounds (Long Ton)	1,016.04 Kilograms
1.0 Inch	2.54 Centimeters
1.0 Foot	0.3048 Meter
1.0 Yard	0.9144 Meter
3.2808 Feet	1.0 Meter
1.0 Square Foot	0.0929 Square Meter
10.76 Square Feet	1.0 Square Meter
1.0 Cubic Foot	0.0283 Cubic Meter
35.3147 Cubic Feet	1.0 Cubic Meter
40.0 Cubic Feet	1.1327 Cubic Meter
1.0 Barrel (42 Gallons)	158.9873 Liters
36.576 Cubic Feet (water)	1.0 Metric Ton (water)
36 Cubic Feet (water)	1.0 Long Ton (water)

**Metric Conversion Table**

<u><b>To Find</b></u>	<u><b>Given</b></u>	<u><b>Multiply</b></u>	
Kilograms	Pounds	Pounds	x 0.4536
Pounds	Kilograms	Kilograms	x 2.2046
Metric Tons	Short Tons	Short Tons	x 0.9072
Metric Tons	Long Tons	Long Tons	x 1.0160
Short Tons	Kilotons/Metric Tons	Metric Tons	x 1.1023
Long Tons	Metric Tons	Metric Tons	x 0.9842
Cubic Meters	Measurement Tons (40 CF)	Measurement Tons	x 1.1327
Measurement Tons (40 CF)	Cubic Meters	Cubic Meters	x 0.8828
Square Feet	Square Meters	Square Meters	x 10.76
Square Meters	Square Feet	Square Feet	x 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	x 35.3147
Cubic Meters	Cubic Feet	Cubic Feet	x 0.0283
Cubic Meters	MBF (Thousand Board Feet)	MBF	x 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	x 0.4238
Acres	Hectares	Hectares	x 2.47
<u><b>To Find</b></u>	<u><b>Given</b></u>	<u><b>Multiply</b></u>	
Hectares	Acres	Acres	
Miles	Kilometers	Kilometers	x 0.405
Kilometers	Miles	Miles	x 0.62
Square Feet	Acres	Acres	x 1.609 x 43250