THE PORT LANDS HARBOUR, CORNWALL, ONTARIO, CANADA

PORT TARIFF No. 2

INCLUDING RATES, CHARGES, RULES AND REGULATIONS

THE PORT LANDS HARBOUR

AS Operated by the Cornwall Harbour Development Corporation and the Akwesasne Harbour Development Corporation

-FOR-

BERTHING, DOCKAGE, WHARFAGE, DEMURRAGE AND

OTHER SERVICES DESCRIBED HEREIN

Effective October 1, 2026

The Port Lands Harbour
580 Harbour Road, Cornwall, Ontario, K6H 1G4

The Port Lands is managed by:
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SECTION I – RATES AND CHARGES

a) BERTHAGE

1. ALL VESSELS, $1.85 per meter per day

2. A minimum rate for all vessels will be for an initial period of 12 hours and the same rate for each period after the initial period.

3. No inactive vessels during non-operational periods for the purposes of layberthing when waterways are closed to traffic during winter months will be allowed.

b) WHARFAGE

4. Wharfage Fees shall be calculated as specified in the Schedule I on a weight, volume measurement or unit basis.

5. In the schedule:
   "tonne W" means a tonne measured by weight; metric tons
   "tonne M" means a tonne measured by volume; cubic meters

6. When two bases for calculation are given for a same item, fees shall be calculated on the basis yielding the greater revenue.

7. When calculated on a measurement basis, wharfage fees shall never exceed five (5) times what they would have been if calculated on a weight basis.

WHARFAGE CHARGES TARIFF NOTICE
SCHEDULE I WHARFAGE
FEES TARIFF

COMMODITY		$ Fee
Aggregate, gravel, sand, slag, stone	per tonne (w)	$ 1.25
Wood or building products including board, veneers, plywood.	per tonne (w)	$ 1.85
Calcium chloride	per tonne (w)	$ 1.55
Containers (Loaded)	per unit	$ 45.00
	per tonne (w)	$ 4.00
Containers (Empty)	per unit	$ 22.50
Dry bulk commodities NOS	per tonne (w)	$ 1.85
Ethanol, Ethylene glycol	per tonne (w)	$ 2.40
Fertilizer, Ammonium sulfate (bags or loose)	per tonne (w)	$ 1.85
Goods Not Otherwise Specified – NOS	per tonne (w)	$ 3.20
	per tonne (m)	$ 2.80
Grain /grain products except cooked cereals not handled in elevators. (Additional gate fees apply)	per tonne (w)	$ 1.85
Grain /grain products handled in bulk through elevator	per tonne (w)	$ 0.75
Gypsum in bulk	per tonne (w)	$ 0.85
Liquid Products NOS in bulk	per tonne (w)	$ 2.55
	per tonne (m)	$ 2.05
Lumber and logs, rough or dressed	per tonne (w)	$ 1.15
Metallic products, basic and primary (pallets or skids)	per tonne (w)	$ 2.30
Project cargo	per tonne (w)	$ 3.00
	per tonne (m)	$ 2.60
Salt	per tonne (w)	$ 1.45
Steel Beams/Rail	per tonne(w)	$2.60
Scrap metal	per tonne (w)	$ 2.35
Sugar, Raw or Refined	per tonne (w)	$ 1.45
Vehicles	per tonne (w)	$ 11.25
Wind turbines	per tonne (w)	$ 3.00
	per tonne (m)	$ 2.60
Wood pellets, wood chips or sawdust	per tonne (w)	$ 1.40

c) LINESPERSONS – MOORING / UNMOORING

Port Lands does not directly provide Linesperson services. Vessels arrange their own through an approved provider. The following reference rates are published for vessel planning purposes (vessel pays the provider directly): $1,200 mooring + $1,200 unmooring during regular hours (Mon–Fri

0800–1630); $1,800 each off-hours, weekends, and holidays. Twelve (12) hours' advance notice is required.

d) MISCELLANEOUS CHARGES

8. Demurrage (Wharf)/Free Time: By arrangement, subject to the following baseline: five (5) calendar days of free time after cargo discharge, then $0.30/tonne/day thereafter. The Manager retains discretion to negotiate around the baseline for project cargo or weather-related delays.

9. Leaseholds: Negotiable according to commodity, time period and required property utilization.

10. Security: Port Lands does not directly provide security services. Vessels and cargo owners arrange their own through an approved provider. The following reference rates are published for vessel and cargo planning purposes: $75/hour regular hours; $95/hour holidays (four-hour minimum); $55/day for a vehicle-mounted patrol. Vessel arranges directly with the provider.

11. License Fees: By arrangement

SECTION II – GENERAL RULES AND REGULATIONS

RULE 01 – SCOPE

The Tariff established by The Port Lands Harbour for its Port (herein referred to as the Port) shall be applied to all marine operations occurring upon all Port piers, wharves, docks and ancillary properties owned by, or operated or managed by The Port Lands Harbour. The use of the facilities and/or services offered in this Tariff under the jurisdiction of the Port Manager (herein referred to as the MANAGER) and 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 therein.

RULE 02 - APPLICATION OF RATES AND CHARGES

The rates, charges, rules and regulations named in this Tariff for services and facilities shall be applicable on or after the effective date of the Tariff or the effective date of supplements or reissues. The provisions of this Tariff shall apply to all vessels calling upon the Port and shall apply to only those vessels not owned by or managed by the Port. Rates as established by the Port may be adjusted from time to time. The Port shall have the right to establish minimum charges and additional miscellaneous charges for services provided or terminal usage at its sole discretion.

RULE 03 - PAYMENT OF CHARGES

The Port shall establish such terms and conditions in relation to contract and payment terms for services provided.

RULE 04 - CONTRACT RATES

The Port reserves the right to establish contract rates or terms for services outside of this Tariff.

RULE 05 - NON-CARGO RELATED MARINE ACTIVITIES

This Tariff shall be applicable to all cargo operations or to all specialized operations for the benefit of the Port when such activities require use of terminal facilities, including docks, wharves, piers or upland.

RULE 06 - NON-CARGO RELATED BERTHING

The Port at its sole discretion may permit the berthing or extension of berthing when cargo or other marine operations have concluded according to the rates and charges outline in this Tariff. The Port reserves the right to prohibit berthing, or order a vessels departure at its sole discretion.

RULE 07 - EXCULPATORY TARIFF PROVISIONS

No provision contained in this Tariff shall limit or relieve Port from liability for its own negligence nor require any user to indemnify or hold harmless the Port from liability for its own negligence.

RULE 08 - SURCHARGES AND ARBITRARIES

The Port reserves the right to establish and charge any surcharges or arbitraries.

RULE 09 - MINIMUM RATES AND MISCELLANEOUS CHARGES

The Port shall have the right to establish minimum quantity rates for all cargos handled and additional miscellaneous charges for services provided or Port usage at its sole discretion.

RULE 10 - AD VALORUM RATE

The Port reserves the right to establish AD VALOREM rates in lieu of those rates as specified in this Tariff. Ad Valorem rates shall be calculated and applied as a percentage of the value of goods.

RULE 11 - TRANS-SHIPMENT

The rates for cargo as specified in this Tariff shall be applicable regardless if the cargo is retained at or trans-shipped through the facility.

RULE 12 - FOREIGN COMMERCE

The Port and all vessels calling on the Port shall comply with all Canadian Federal regulations applicable to foreign commerce.

RULE 13 - APPLICATION FOR BERTH ASSIGNMENT

All vessels desiring a berth at a Port shall, as far in advance of the date of docking as possible, make application in writing to the Port MANAGER, specifying the estimated date and time of arrival and/or sailing, also the nature and quantity of cargo on board the vessel. The vessel will be required to supply the MANAGER with a true and legible copy of the manifest of cargo, (including the dangerous cargo manifest) loading list, or other transportation documents as may be required for checking. This shall be done at the earliest possible opportunity and in any event, no later than at the time operations commence. Upon request, the vessel will make available a revenue manifest. The vessel shall be held liable for claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of defective reporting of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the

documentation furnished by the vessel in compliance with this provision, without regard as to whether such omission(s) be intentional or accidental.

RULE 14 - NOTICE OF RELEASE OF BERTH

When, for reasons where the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, notice shall be given sufficiently in advance to prevent any loss of dockage charges. Otherwise the MANAGER reserves the right to assess against the vessel, owner or operator a dockage charge of one day's dockage fee based on the rates contained in Section 3 and to use the berth for other purposes. Notice of 24 hours in advance shall be considered sufficient or other period as determined by the Manager.

RULE 15 - USE OF TERMINAL FACILITIES

The use of the Port facilities under the jurisdiction of The Port Lands Harbour shall constitute consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, their owners or agents, and other users of such facilities, to pay all charges specified in this Tariff and to be governed by all rules and regulations herein contained.

RULE 16 - MOVEMENT OF VESSELS

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

Vessels are to move or vacate the Port facilities at the direction of the MANAGER as required. Whenever necessary for the proper operation of the Port, the MANAGER may order the 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, to include labour costs, idle cost for labour and equipment, damage to the vessel or other vessels or to the dock during such removal shall be charged to the vessel. Vessels berthing at the Port shall, at all times, have on board sufficient personnel to move said vessel for the protection of the ship and the port. Lastly, this section may be enforced in accordance with local navigation regulations as they may be amended from time to time, and by any other remedy available at law or in equity.

RULE 17 - APPLICATION OF SUPPLEMENTAL RULES AND REGULATIONS

The MANAGER of the Port reserves the right to establish and enforce any supplemental rules and regulations which shall apply to all personnel with business on the Port. The MANAGER shall make rules and regulations readily available to all persons doing business on the Port.

RULE 18 - DAMAGE TO PROPERTY

Vessel, their owners, agents or other users of the Port, its wharves, piers, docks, other infrastructure or upland components, shall be held liable for any damage to said facilities or any part thereof, resulting from their use of the same. The Port reserves the right to repair, contract for repair, or otherwise cause to be repaired, any and all damages to any Port infrastructure caused by the vessel, their owners, agents or other users of the Port and hold them responsible for payment.

RULE 19 - HAZARDOUS CARGO

Shipments of dangerous and hazardous cargoes moving via the Port must be documented, marked, labeled and or placarded according to federal transportation regulations. The Port shall require full information regarding the shipper, carrier, consignee, proper material name, class, quantity, labeling and all information as deemed appropriate by the MANAGER.

RULE 20 – SAFETY

All parties using the Port are required to observe and conform to the Port's Safety requirements as well as those requirements established under Federal Law for occupational safety.

RULE 21 – REGULATORY COMPLIANCE

Vessels calling on the Port must comply with all Federal, Provincial and local security regulations and those rules and regulations established by the Port, applicable ordinances and regulations, and shall remain responsible for any violations of said compliance.

RULE 22 - TERMINAL NON-COMMON CARRIER

The Port Lands Harbour or their facilities are neither common carriers nor public utilities.

RULE 23 - INTERPRETATION OF TARIFF

The MANAGER or authorized designee of Port is the sole interpreter of this Tariff.

RULE 24 – EXPLOSIVES

Vessels laden with explosives or other hazardous or highly inflammable cargo shall only be allowed within the berthing limits of any pier, dock or bulkhead, or other Port structure when such vessels

have complied with all safety, security and other applicable regulations. Only vessels that have received all local, Provincial and Federal permits as required shall be permitted to dock at the Port. In the event of a classification dispute, the decision of the MANAGER will be final.

RULE 25 - PROHIBITED CARGOES

Explosives of classes A, B and C shall NOT be stored or remain overnight on the Port. The Port MANAGER shall determine what other cargoes shall be deemed prohibited at Port based upon classification or type. In the event of a classification dispute, the decision of the MANAGER will be final.

RULE 26 - EXCLUDED CARGOS

The Port reserves the right to exclude any cargo from being handled at its facilities.

RULE 27 - INSPECTION OF CARGO

The MANAGER may enter upon and inspect any vessel in berth at its Port to ascertain the kind and quantity of merchandise or cargo thereon and no person or persons may hinder, molest or refuse entrance upon such vessel for the purpose specified.

RULE 28 - MANIFESTS OF CARGO

The Master of any vessel docked at the Port shall, before departure of said vessel, furnish a copy of the manifest of the inbound cargo discharged at the Port. Manifests or summaries of all outbound cargo received at the Port for loading shall be furnished to the MANAGER by the vessel's owners or agents prior to sailing. The MANAGER reserves the right to audit all manifests as a basis for charges.

RULE 29 - IMPROPER PACKAGING

The Port Manager reserves the right to reject any or all freight that is not suitably packaged to withstand the ordinary handling necessary in its transportation and/or storage. The MANAGER may require the freight to be repackaged at the shipper's expense.

RULE 30 - BUSINESS HOURS

The business hours of The Port Lands Harbour Marine Port are between 0800 (8:00AM) and 1630 (4:30PM) Monday through Friday. Services performed during times other than the normal business hours, such as Saturdays, Sundays or Holidays, shall be subject to special agreement with the MANAGER and subject to all local bylaws .

RULE 31 - HOLIDAYS

The term "Legal Holiday" means those legal holidays designated by the Federal, Provincial or local governments that the Nation of Canada, Province of Ontario, or The Port Lands Harbour chooses to honor. The Management of Port shall recognize the following holidays:

a.	New Year's Day	January 1
b.	New Year's Extended Holiday	January 2
c.	Family Day	2nd Monday in February
d.	Good Friday	Friday before Easter
e.	Easter Monday	Monday after Easter
f.	Victoria Day	Monday on or before May 25
g.	Canada Day	July 1, or July 2/3 when July 1 is a Sat/Sunday
h.	Civic Holiday	First Monday in August
i.	Labour Day	First Monday in September
j.	Day for Truth and Reconciliation	September 30
k.	Thanksgiving	Second Monday in October
l.	Remembrance Day	November 11
m.	Christmas Eve	December 24-Half Day
n.	Christmas Day	December 25
o.	Boxing Day	December 26
p.	New Year's Eve	December 31-Half Day

RULE 32 - PAYMENT OF CHARGES

a) All charges published in this Tariff shall be due and payable upon presentation of an invoice, except as hereinafter specified.

b) All minimum charges accrue to the account of the MANAGER. Any party or entity doing business under this Tariff may apply for credit. Credit, which is extended at the discretion of the MANAGER, requires payment within 30 days of the date of the invoice.

c) Failure to pay credit accounts when due shall result in cancellation of credit privileges and the reestablishment of cash terms.

d) Accounts referred to an attorney or an agency for collection shall be subject to a 15 percent surcharge and additional court costs if incurred. In addition to any other rights recognized by law, the right is reserved by the MANAGER to withhold delivery of any goods, on which Port charges published in this Tariff are due and payable, until such time as these charges are paid in full.

e) The MANAGER shall have a maritime lien upon the vessel, its cargo and freight for all unpaid charges due the Port.

f) The MANAGER reserves the right to deny anyone the use of any terminal until all past due accounts are paid.

g) 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.

RULE 33 - DISCHARGING OF RUBBISH

Rubbish, refuse or other material must be removed from pier, bulkhead or other area within the confines of the Port or other property controlled by the Port by the person placing it there upon demand by the MANAGER. It may be removed at the expense of the party responsible and the charges will be billed at the prevailing cost plus labour, equipment and disposal rates. Discarding rubbish or any debris into slips or channels or on the Port is strictly prohibited. Violators who do not remove debris or rubbish upon demand by the MANAGER shall be charged with the expense of removal.

RULE 34 - DISCHARGING SEWAGE, GREY WATER, DIRTY BALLAST, OTHER

Pumping untreated sewage into the waters of Ontario is strictly prohibited. The discharge of grey water, dirty ballast, or other fluids deemed prohibited by the MANAGER while berthed at the Port is prohibited. Discharges by vessels utilizing treatment equipment approved under Federal Standards is permitted under the authority of the MANAGER. In the event of a classification dispute, the decision of the MANAGER will be final.

RULE 35 – PETROLEUM HANDLED ON THE TERMINAL

Gasoline distillates or other liquid petroleum products, including lubricating oils may be stored, handled, dispensed, kept or used at the Port, except at such places and under such conditions as may be specifically prohibited by the MANAGER.

Nothing herein shall prevent dispensing of such products from barges to vessels directly, provided such barges are moored at such places as the MANAGER may indicate.

RULE 36 - SUPPLEMENTAL PERSONNEL

When, in the sole judgment of the MANAGER, additional security officers or safety personnel are required, they shall be furnished at the expense of the vessel.

RULE 37 - REMOVAL OF ABANDONED AND OBJECTIONABLE CARGO

The MANAGER reserves the right to move abandoned cargo and dispose of such cargo 60 days after notice as well as remove freight or other material which in its judgment is likely to damage other property, to another location, at the risk and expense of the owner.

RULE 38 - RESPONSIBILITY FOR CLEANING TERMINAL

All vessels, their owners and agents, and all other users of the Port shall be held responsible for cleaning of the property which they have been allowed to use. If such users do not properly clean the facilities or property they have been using, the MANAGER shall order the property cleaned and bill the users responsible at cost plus 25%.

RULE 39 – SAFE USAGE OF PORT

The Vessel is responsible for ensuring safe usage of the port or for making arrangements with the Manager to limit access to the port.

While the Port is not a public thoroughfare, it is now open to the public, with all individuals entering doing so at their own risk.

The Manager retains the right to deny access to the Port and to demand any individual to leave the premises for any reason.

RULE 40 - STEVEDORING, LABOUR ARRANGEMENTS AND AGENCY

A. STEVEDORING

All stevedoring (loading, handling, or discharging of vessels, as well as line handling for the purposes of mooring or letting go of vessels) will be arranged by the vessel or its agent, subject to the rules and regulations of the Port. All work must be performed in a manner satisfactory to the MANAGER – from a safety standpoint, but the Port assumes no responsibility for the performance of such work. The stevedoring contractor must have been approved by the MANAGER after paying the required license fee and having given satisfactory evidence of financial responsibility including insurance to cover potential liabilities for damage to cargo, property of the Port, property of others and personal injury and death claims. Such coverage will not extend to actions resulting from the Port's own negligence.

B. LABOUR ARRANGEMENTS

The vessel or vessel's agent shall be responsible for selecting and arranging for whatever labour it may desire at its expense. The MANAGER must be advised in advance as to all labour arrangements and the certificate of insurance for all labourers must be presented for the MANAGER'S approval in

advance of the berthing of the vessel. The MANAGER reserves the right to issue a license to all service providers.

C. INSPECTION OF RECORDS

The records of the vessels agent, stevedore, and/or labour contractor shall be open to inspection by the MANAGER at reasonably convenient times for the purpose of determining compliance with the provisions of this Tariff.

RULE – 41 CURRENCIES

All rates and charges shall be assessed and paid in CANADIAN DOLLARS.

RULE 42 – WORK STOPPAGE

The Port Lands Harbour Marine Port is not responsible for stoppage of work or delays caused by strikes or any other cause beyond the control of the Port.

RULE 43 – SMOKING ON PREMISES

No person shall smoke or light any matches or use or carry any open flame or lighted lantern in the elevators, sheds, open storage areas or other posted areas.

RULE 44 – LOST TIME

All lost time during the regular working hours and overtime hours caused by the failure of a vessel to discharge at or during the time specified will be charged to the vessel or its agent for the number of personnel assigned to work the vessel at current labour costs as determined by the Port or Stevedore.

RULE 45 – LUMBER

A. *BASIS OF MEASURE FOR LUMBER*

All rates and charges applicable to lumber in this Tariff are based on the Metric Tonne. The MANAGER reserves the right to base it on a per thousand feet board measure (gross measurement computed on nominal sizes) for the number of pieces and/or packages indicated by the vessel's ocean bill of lading and other shipping documents. Such a rate shall be negotiable.

B. *RECEIVING OR DELIVERING LUMBER*

All lumber received, whether billed by piece or package count, footage or as a 'lot' said to contain a specified quantity, will be received as a lot and will be delivered as a lot without regard to the number of pieces, packages or footage unless tallying is requested**.**

C. *LOST TIME (LUMBER)*

All lost time during the regular working hours and overtime hours caused by the failure of a vessel to discharge at or during the time specified will be charged to the vessel or its agent for the number of men assigned to work the vessel at current labour costs as determined by the Port or Stevedore.

D. *LOADING AND UNLOADING OF LUMBER*

All loading and unloading services shall conform to instructions of the authorized agent providing the equipment and at the risk and responsibility of the owner of the cargo, including the quantity loaded, the placement of the cargo on the Port and securing of the load.

E. *STORAGE OF LUMBER*

Storage charges will be assessed against all lumber remaining in or on the designated storage area after the expiration of free time unless other arrangements have been made for storage. All lumber will be stored as a lot.

F. *LEASES – SPECIAL LUMBER RATES FOR PORT TENANTS*

The rates, terms and conditions contained herein shall apply to all lumber and lumber products handled throughout the property controlled by the Port. Rates, terms and conditions for handling lumber and/or lumber products for lessees of Port property will be furnished upon request.

G. *SPECIAL SERVICES FOR LUMBER*

Special services will be performed by the Port if adequate notice is given and arrangements are agreed upon. When special services are performed, including sorting, checking and tallying, the charge assessed will be the actual cost of the labour plus an additional 25%.

RULE 46 – USE OF FACILITIES FOR CARGO

The Port Lands Harbour does not obligate itself to provide wharfage, storage, equipment, labour or other forms of services specified in this Tariff beyond the reasonable capacities of its facilities.

RULE 47 – ARRANGEMENTS FOR HANDLING CARGO

When shippers, consignees, motor, rail or water carriers' forward business to The Port Lands Harbour Marine Port, arrangements must be made in advance for the handling or storage of freight, otherwise, it is the option of the Port as to whether or not such business shall be accepted.

SECTION III - DEFINITIONS

BERTHAGE: See Dockage

CARGO: The term "cargo", except where specified otherwise by lease or written agreement, shall mean with respect to all types of cargo including but not limited to bulk dry or liquid petroleum, unitized bulk cargo, project and heavy lift cargo and containerized cargo, the contents of the containers and the container itself, whether loaded or empty

CHECKING: The service of counting and checking the cargo against appropriate documents for the account of the cargo or the vessel.

CONTAINER: The term "container" shall be held to mean all standard, permanent type containers 6 meters or 20 feet and over used for the movement of cargo as a unit. All other contained cargo will be considered as general cargo and subject to terms and conditions afforded to general cargo.

DEMURRAGE (Wharf): Demurrage, also called wharf demurrgae means a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless prior arrangements have been made for storage.

DOCKAGE: Dockage, also commonly referred to as berthage, means the charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a berthed vessel.

FREE TIME: Free time means the specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.

HANDLING: Handling means the service of physically moving cargo between point of rest and any place on the terminal facility, including to and from the end of ship's tackle.

HEAVY LIFT: Heavy lift means the service of providing heavy lift cranes and other equipment for lifting cargo.

LAYBERTHING-The securing of a vessel in a non-operational status including the mooring of the vessel at the terminal during the seasonal closures of the St. Lawrence River.

LOADING AND UNLOADING: Loading and unloading means the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

POINT OF REST: Point of rest means that area on the terminal facility 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 assigned for the receipt of outbound cargo from shippers for vessel loading. All cargo must be placed at the designated point of rest. The MANAGER reserves the right, upon the failure of the proper party to move freight to the designated point of rest, after notice, to move the freight to another location, at the risk and expense of the owner of the freight or the carrier or person who has the custody.

PRE-UNITIZED AND PALLETIZED CARGO: Pre-unitized and palletized cargo refers to packages mounted on a prepared platform (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, paper or metal and shall rest on, and be fastened to, runners of steel or wood, with opening wide enough to permit free access of forklift blades and so spaced as to provide a balanced load when lifted.

REFRIGERATED CARGO AND TEMPERATURE SENSITIVE CARGO: Refrigerated cargo and temperature sensitive cargo refers to cargo which must be maintained at designated temperatures or lower.

RO-RO: The term "Ro-Ro" or roll on – roll off, shall be held to mean wheeled cargo, which can be driven onto or off of a specially constructed vessel.

TERMINAL: The term "Port" shall be held to mean those portions of the deepwater Marine Port and facilities owned, operated and/or maintained by The Port Lands Harbour including piers, wharfs, or other infrastructure permitting the transfer of cargo from a vessel to the shore.

MANAGER: Where the term, MANAGER is used in this tariff it shall be held to mean The Port Lands Manager as detailed int e Co-Owners Agreement or designee.

STORAGE: Storage means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made.

TON, TONNE, OR TONNAGE: The word 'tonne' as used in this Tariff, shall be held to mean 1 metric tonne or 1,000 kilograms unless otherwise specified.

TRUCK LOADING: Truck loading shall mean the service of moving cargo from the place of rest on the pier which is readily accessible to the truck, elevating the cargo onto the truck and stowing the cargo in the truck but shall not include special stowage, sorting or grading or otherwise selecting the cargo for the convenience of the trucker or the companies.

USAGE: Usage means the use of terminal facility 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 loading or unloading or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

VESSEL: When the term "vessel" is used in this Tariff, it shall be held to mean floating craft of every description.

WHARFAGE: Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely a charge for the use of the wharf and does not include charges for any other services. Cargo manifests or summaries are the basis of the wharfage charge and must be furnished to the Manager upon berthing.

SECTION IV – LIABILITY & INSURANCE

A. LIABILITY OF THE TERMINAL

The Port Lands Harbour Marine Port, its officers, agents and employees, or any subsidiaries thereof, shall not be liable for the loss or damage to persons (including death), to any watercraft or to any merchandise or cargo at the Port resulting from any cause whatsoever unless it is established that such cause was due to its failure to exercise reasonable care.

B. LIABILITY OF VESSELS AND PERSONS USING THE TERMINAL

a. In the event any damage is done to the wharf or any structures or equipment at the Port, the person to whom the berthing is assigned or by whom it is being used and the master, owner, operator or agent of any watercraft, vehicle or instrumentality involved in such damage shall make a full report to the MANAGER. The report shall include date and hour damage occurred, names, addresses and descriptions of witnesses and other persons, watercraft or instrumentalities involved in the damage, and all other available facts and information including photographs.

b. All persons to whom any facilities have been assigned shall be responsible and liable to The Port Lands Harbour Marine Port for any damage occurring to the wharf, sheds or other structures or any equipment at the Port by a vessel or otherwise, must be reported immediately to the MANAGER with the name of the vessel or said person causing the damage except damage caused by the negligence of the terminal, its officers, agents and employees.

C. NON-LIABILITY

Except in cases of the Port's own negligence, the Port shall not be liable for loss or damage to any merchandise 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 Port.

SECTION V – SECURITY

A. CONFORMANCE WITH REQUIREMENTS

Vessels calling on The Port Lands Harbour Port shall insure they meet all international security requirements including Canadian Federal, Provincial and local security regulations and those rules and regulations established by the Port in accordance with the Port's approved Security Plan.

B. ADDITIONAL SECURITY PERSONNEL

When Security Officers are furnished by the Port, cost plus charges will be assessed according to the prevailing Port labour rates.

C. ACCESS

No merchant or vendor, other than the authorized and licensed ship handlers, shall be permitted access to the Port for the purpose of selling merchandise aboard vessels or to seamen at the Port.

D. VENDOR LICENSES

Vendors providing services to the facility or users of the facility are subject to the Port's license provisions at the discretion of the MANAGER.

E. VIOLATIONS

All persons violating this rule shall be considered trespassers and subject to law enforcement action. Violators will be prosecuted to the fullest extent of the law. All persons violating laws shall be subject to fines, imprisonment or actions as stipulated under Federal, Provincial or Municipal law.