MARINE TERMINAL OPERATOR

SCHEDULE OF CERTAIN RATES, REGULATIONS AND PRACTICES

This Schedule is published and made available to the public pursuant to the U.S. Shipping Act of 1984, as amended, and the regulations of the Federal Maritime Commission (46 U.S.C. § 40501(f); 46 C.F.R § 525) and shall at all times be legally enforceable as an implied contract between Customer and Operator.

TraPac, LLC ("TraPac") is the subscribing company to this Schedule. The Schedule shall be effective on November 23, 2026, and shall remain in effect unless and until revised, amended or terminated by TraPac. This Schedule may be changed by TraPac from time-to-time without notice.

This Schedule is available on the internet at the following address www.trapac.com and at the main office of each Terminal Facility as follows:

Los Angeles, California	TraPac, LLC 630 West Harry Bridges Blvd, Berths 136- 147 Wilmington, CA 90744
Oakland, California	TraPac, LLC 2800 Seventh Street, Berths 25-33 Oakland, CA 94607-1046

SECTION A. DEFINITIONS

1. **Act** means the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and the Coast Guard Authorization Act of 1998.

2. **Cargo** means goods transported by or intended for transport by a Carrier, and/or otherwise intended for transportation on, over, or through a Terminal Facility.

3. **Carrier** means a Customer that transports Cargo by water on Vessels it owns, operates, or charters (including, but not limited to, by time charter, bareboat charter, slot charter or vessel sharing agreement.

4. **Commission** means the Federal Maritime Commission.

5. **Container** means a demountable and reusable freight-carrying unit designed to be transported by different modes of transportation. A Container may be empty or laden with Cargo. The term includes containers used to transport dry Cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank and open-top containers without chassis, but does not include crates, boxes or pallets.

6. **Customer** means any vessel, vehicle, conveyance, Person and/or business entity who requests, is provided with and/or receives any Terminal Services whatsoever, or as otherwise specified herein. Without limiting the foregoing, a Customer may include:

- a Vessel
- a Carrier
- a Person with an ownership or economic interest in Cargo, including but not limited to, the beneficial cargo owner ("BCO"), shipper, or consignee
- a Person responsible for retrieving Cargo, Containers, chassis or equipment from a Terminal Facility
- a Person that enters a Terminal Facility to retrieve Cargo, Containers, chassis, or equipment, including without limitation, any motor carrier, trucking company, or rail operator
- a chassis provider

7. **Dockage** means the charge assessed against a Vessel for berthing at or making fast to a Wharf or Wharf Premises, or for mooring to another Vessel so berthed.

8. **Demurrage Invoice** means any invoice for demurrage and/or detention charges that is governed by the Ocean Shipping Reform Act of 2022 (OSRA) or the Shipping Act and specifically including the Interpretative Rule on Demurrage and Detention Under the Shipping Act (See 46 C.F.R. 545.5 and 85 FR 29638-01) and rules governing Common Carriers (see 46 U.S.

Code 41104 as amended by PL 117-146.) The term Demurrage Invoice as used herein shall include (a) all information contained in the invoice (b) the rules, rates, and methods for calculating demurrage charges, free time, and associated charges; and (c) the calculation of particular charges.

9. **Effective Date** means the date a schedule or an element of a schedule becomes effective. Where there are multiple publications on the same day, the last schedule or element of a schedule published with the same effective date is the one effective for that day.

10. **Empty Container(s)** means any Container that is not laden with cargo.

11. **Expiration Date** means the last day, after which the entire schedule or a single element of the schedule, is no longer in effect.

12. **Export Container** means any Container received at the Terminal Facility for loading onto a vessel for shipment to a foreign port or point.

13. **Extended Gate Fee** shall have the meaning ascribed to it in Section C herein.

14. **Free Time** means the time period specified in this Schedule during which cargo may occupy space on the Terminal Facilities preceding a vessel's loading or for removing cargo from the Terminal Facilities after discharge from a vessel before assessment of Wharf Demurrage, Wharf Storage or Terminal Storage charges.

15. **Import Container** means any Container originating at a foreign port or point received at the Terminal Facility from a vessel for loading to a domestic motor or rail carrier.

16. **Los Angeles Facility** means the Terminal Facility located at 630 West Harry Bridges Blvd, Berths 136-147, Wilmington, CA 90744.

17. **Marine Terminal Operator or MTO** means a person engaged in the United States or a commonwealth, territory, or possession thereof, in the business of furnishing wharfage, dock, warehouse or other terminal facilities in connection with a common carrier, or in connection with a common carrier and a water carrier subject to Subchapter II of Chapter 135 of Title 49, United States Code. A marine terminal operator includes, but is not limited to, terminals owned or operated by states and their political subdivisions; railroads who perform port terminal services not covered by their line haul rates; common carriers who perform port terminal services; and warehousemen who operate port terminal facilities. For the purposes of this part, marine terminal operator includes conferences of marine terminal operators.

18. **PayCargo Website** means the PayCargo, LLC website at www.paycargo.com.

19. **Oakland Facility** means the Terminal Facility located at 2800 Seventh Street, Berths 25-33, Oakland, CA 94607-1046.

20. **Organization Name** means an entity's name on file with the Commission and for which the Commission assigns an organizational number.

21. **Person** includes individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees, and personal representatives.

22. **Rate** means a price quoted in a schedule for providing a specified level of marine terminal service or facility for a stated cargo quantity, on and after a stated effective date or within a defined time frame.

23. **Schedule** means a publication containing the actual rates, charges, classifications, regulations, and practices of a Marine Terminal Operator. The term "practices" refers to those usages, customs, or modes of operation which in any way affect, determine or change the rates, charges or services provided by a marine terminal operator.

24. **SOLAS** means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by any SOLAS guideline and as may be otherwise amended or supplemented from time to time.

25. **Terminal Facility(ies)** means one or more structures comprising a terminal unit, which include, but are not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, grain elevators and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo, Containers, and/or passengers in the interchange of same between land and water carriers or between two water carriers. As used herein the "Terminal Facility" shall refer to the TraPac Terminal Facilities located at (i) 630 West Harry Bridges Blvd, Berths 136-147, Wilmington, CA 90744; and (ii) 2800 Seventh Street, Berths 25-33, Oakland, CA 94607-1046.

26. **Terminal Services** includes checking, discharging, Dockage, Free Time, handling, heavy lift, loading and unloading, Terminal Storage, Use or Usage, Wharfage, Wharf Demurrage, Wharf Storage and/or any other services provided by TraPac or its agents, servants, and/or employees at the Terminal Facilities whatsoever, including any providing of, Use of and/or access to personnel, labor, services, material, supplies, tools, equipment, personal property and real property at and/or associated with the Terminal Facility. Terminal Services expressly includes allowing access to the Terminal Facilities to deliver or retrieve cargo whether by vessel, rail, truck or motor vehicle.[1]

27. **TraPac** means TraPac, LLC and its Terminal Facilities as defined herein.

[1] The definition of Terminal Services set forth herein differs from that provided for in Section 46 C.F.R. 525.1(c)(19). As used herein, the terms checking, handling, heavy lift, loading and unloading shall have those meanings provided for in 46 C.F.R. 525.1(c). The terms Dockage, Free Time, Use or Usage, Terminal Storage, Wharfage, Wharf Storage, and Wharf Demurrage shall have those meanings specifically set forth herein.

28. **Use or Usage** means the loading or discharging activities to or from a vessel, rail car, truck or intermodal equipment with respect to any Export Containers or Import Containers, or cargo moved therein and/or the use of the Terminal Facility by any Customer, rail carrier, lighter operator, trucker, motor carrier, shipper or consignee, its agents, servants, and/or employees, for any gainful purpose.

29. **VGM** means the total gross mass of a packed Container obtained and verified in accordance with one of the methods set out in SOLAS.

30. **Wharf or Wharves** means any wharf, pier, quay, landing or other structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo and shall also include all the area between pierhead and bulkhead lines.

31. **Wharfage** means the charge assessed against cargo or vessel, calculated in accordance with the Wharfage charges named in this Schedule for the passage or conveyance of that cargo onto, over, through or under Wharves, or Wharf Premises, or between vessels or overside vessels (to or from barge, lighter, or water) when berthed at Wharves or Wharf Premises, or when moored adjacent to a Wharf or Wharf Premises. Wharfage is solely the charge for use of a Wharf and does not include charges for any other service.

32. **Wharf Demurrage** means the charge, calculated in accordance with the Wharf Demurrage rates named in this Schedule, assessed against any Cargo that remain in or on the Terminal Facilities, Wharf or Wharf Premises after the expiration of Free Time.

33. **Wharf Storage** means the charge, calculated in accordance with the Wharf Storage rates named in Section CC "Schedule of Rates" of this Agreement, assessed against Empty Containers, bare chassis, and other equipment, that remains in or on the Terminal Facilities, Wharf or Wharf Premise and has been accepted by TraPac for storage.

SECTION B. CONSENT TO TERMS OF SCHEDULE

Pursuant to Section 8(f) of the U.S. Shipping Act of 1984 as amended, and the regulations of the Federal Maritime Commission (46 U.S.C. § 40501(f); 46 C.F.R § 525), Use of the Terminal Facility for the receipt, handling, loading, unloading or delivery of export or import cargo and/or Export or Import Containers of or for a Customer, or entry or departure on or from the Terminal Facility by chassis or other equipment provider or motor carrier, shall create a contract between TraPac and such Customer, and shall constitute consent by each Customer to be bound by the rates, terms and conditions of this Schedule and shall also constitute conclusive evidence of an agreement on the part of any and all Customers with TraPac to pay all applicable charges and to be governed by all rules, regulations and practices published herein.

SECTION C. EXTENDED GATE FEE

This Section C applies ***only*** to the Oakland Facility.

In order to improve service and efficiency for the growing business moving through the terminal, and to address and reduce congestion, TraPac is expanding its terminal and gate hours of operation. In order to recover some of the costs of the extended gates, a transaction fee in the amount of fifty dollars ($50.00) (the "Extended Gate Fee") will apply to all loaded Import Containers and Export Containers (dry and reefer) transiting the terminal gates during both day and night shifts. Empty Containers will not be subject to the Extended Gate Fee. The responsibility to pay the Extended Gate Fee or arrange for payment is on the Customer, which in this case shall be the importer or exporter (cargo interest) involved as set forth below. The Extended Gate Fee shall be paid as follows:

1. Export Moves.

(a) The Extended Gate Fee will be paid by the Customer, which in this case shall be the exporter of record in the shipping documents. Payment shall be made pursuant to the instructions provided by TraPac through the PayCargo Website or other methods communicated by TraPac.

(b) All Customers must complete a Customer Information Form, or other similar documentation as may be required by TraPac, through the PayCargo Website or other methods as communicated by TraPac, in order to arrange for payment of the Extended Gate Fee.

(c) If an appointment system is in place, appointments on export lanes may not be made until the Extended Gate Fee has been paid and the Container shows that it is available on TraPac's container tracking system and/or the PayCargo Website and/or other methods communicated by TraPac.

2. Import Moves.

(a) Extended Gate Fees shall be paid by the Customer pursuant to instructions provided by TraPac through the PayCargo Website or as otherwise designated by TraPac. The Customer responsible for the Extended Gate Fee shall be the importer of record in the shipping documents.

(b) All Import Containers will be on hold pending payment of the Extended Gate Fee. Once the Extended Gate Fee has been paid, the Container will show as available in TraPac's container tracking system and/or the PayCargo Website and/or other methods communicated by TraPac. Appointments on import lanes may not be made until the Extended Gate Fee has been paid and the Container shows that it is available on TraPac's container tracking system and/or on the PayCargo Website and/or other methods communicated by TraPac.

SECTION D. ACCESS AND USE

1. Any access to and/or use of the Terminal Facility and/or Terminal Services whatsoever by or on behalf of Customer shall be deemed Customer's express agreement to the provisions of this Schedule, including without limitation the security provisions set forth in Section G below and the access and use provisions of this Section D. TraPac may request a separate, written Access Agreement, prior to such access and/or use in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further, as set forth in Section T below.

2. Non-Exclusive. All access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer is agreed to be non-exclusive and for the limited purpose requested by Customer and agreed to by TraPac. Customer understands and acknowledges that activities by TraPac and others will be ongoing at the Terminal Facility, and that such activities may be dangerous to those participating and others. Customer, including its employees, contractors, subcontractors, agents, and invitees, agrees to not interfere with any operations being conducted at the Terminal Facility and to not create any danger or safety hazard whatsoever at the Terminal Facility. Unless otherwise specifically agreed by TraPac in advance, all access and use of the Terminal Facility shall be restricted to normal working hours.

3. Inspection. TraPac makes no representations or warranties whatsoever with respect to the Terminal Facility or Customer's access or use thereof. If Customer believes there is any problem as to safety or suitability, and/or if any such problem develops during Customer's access or use, Customer shall immediately cease all of its operations and notify TraPac. If the condition cannot be changed by mutual agreement so as to assure safety and suitability Customer's satisfaction, Customer shall promptly withdraw its materials, supplies, tools, equipment, personal property, employees, subcontractors, agents and invitees, and its requested access/use shall be deemed voluntarily terminated. Once Customer begins any access or use of the Terminal Facility whatsoever, or continues to conduct operation at the Terminal Facility, it shall be irrevocably presumed that the Terminal Facility was inspected and accepted by Customer as both safe and suitable for its operations.

4. Compliance. Customer, including its employees, subcontractors, agents and invitees, shall conform with all local, port, municipal, county, state and federal Laws and regulations applicable to Customer's operations, including without limitation those promulgated by the EPA, OSHA, WISHA, DOT, FMCSA, DHS and/or USCB, and shall be responsible for any violation of the same.

5. Safety and Other Rules. Customer is responsible for the safety of all Persons it invites onto the Terminal Facility, including but not limited to its employees, subcontractors, agents and invitees, as well as any property brought onto the Terminal Facility by Customer, its employees, contractors, subcontractors, agents and invitees. Customer is responsible for assuring that all of its employees, contractors, subcontractors, agents and invitees learn and obey TraPac's safety and other rules, whether posted, given in writing, set forth herein and/or advised verbally, and that all such persons otherwise wear hard hats, safety vests and other personal protective equipment as may be required by TraPac or by law, or as safety otherwise demands. Customer is responsible for assuring that all of its employees, contractors, subcontractors, agents and invitees exercise due care and caution when accessing or using the Terminal Facility.

6. Clean-up. Customer shall remove all of its materials, supplies, tools, equipment, personal property, employees, agents, subcontractors and invitees from the Terminal Facility daily, and shall otherwise keep all areas used by Customer clean and free of debris.

7. No Security. TraPac does not provide any security for the materials, supplies, tools, equipment or personal property of Customer or any others at the Terminal Facility. Customer shall be solely responsible for the security of all such items, including those of its employees, subcontractors' agents and invitees, and is cautioned to watch the same carefully and remove all such items on at least a daily basis and store them safely elsewhere.

8. Notification. Customer shall notify TraPac immediately of any bodily and/or personal injury, illness and/or death, or of any property damage, related in any way to its access to or use of the Terminal Facility or Terminal Services. Customer shall promptly provide TraPac with written accident reports and shall cooperate fully with TraPac with respect to any investigation, including allowing inspection of personal property and access to personnel.

9. Proof of Insurance. To enter the Terminal Facility, trucking companies need specific insurance, meeting (a) UIIA (Uniform Intermodal Interchange & Facilities Agreement) standard including at least $1M General Liability & Auto Liability, plus Cargo & Trailer Interchange coverage, often with excess limits, (b) state-mandated Workers' Comp and California's MCP, and (c) insurance otherwise required by this Agreement. Absent an express written agreement to the contrary, all Customers will be required to maintain insurance with minimum limits as set forth in subdivisions 10 and 11 of this Section D and to provide proof of financial responsibility with an Insurance ID card. Any Customer without proof of insurance in compliance with all laws and this Schedule may be denied access to the Terminal Facility.

10. Workers Compensation Insurance. Customer shall be responsible for maintaining workers compensation insurance as required by law, including coverage under the Longshore Act, on all of its employees (including those of its contractors, subcontractors, agents or invitees and upon himself or herself if Customer is an individual), but neither Customer nor its workers compensation insurer shall have any right of action against TraPac for subrogation or reimbursement of any payments made pursuant to that policy (including within any policy deductible).

11. Liability Insurance.

(a) Public Liability Insurance: Customer shall be responsible for procuring and maintaining public liability insurance for personal injuries and property damage with respect to Customer's access to or use of the Terminal Facility and/or Terminal Services, including contractual liability coverage for Customer's liabilities and obligations as set forth above. Such insurance must have limits of at least $5,000,000 per occurrence, shall name TraPac as an additional insured and be endorsed to waive subrogation against TraPac and to be primary to any insurance of TraPac. Customer shall evidence this insurance by providing TraPac with a certificate of insurance prior to any access to or use of the Terminal Facility and/or Terminal Services.

(b) Automobile Insurance: Customer shall be responsible for procuring and maintaining commercial automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage, including automobile uninsured/underinsured motorist protection endorsements, covering all owned, leased, non- owned and hired vehicles used with a $2,000,000 minimum limit per occurrence for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. Customer may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

SECTION E. RATES, CHARGES, INVOICING AND PAYMENT

1. Rates and Charges. Customer shall pay for Terminal Services upon the rates and charges set forth herein or as described on TraPac's written quotation or other document, which quotation or other document from TraPac shall be deemed accepted by Customer upon commencement of any performance by either party, including without limitation any access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer. Upon any such acceptance, TraPac' s written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Customer for a particular Terminal Service, the applicable rate/charge shall be the rate set forth in this Schedule or TraPac's standard rate/charge therefor, which standard rate/charge shall be provided to Customer upon request.

2. Other Charges. Customer shall also be responsible for paying/reimbursing TraPac for any advances made respecting the cargo or Terminal Services, expenses incurred due to any act, omission and/or failure to perform by or on behalf of Customer, and expenses incurred with respect to cargo or Terminal Services resulting in whole or part from any unforeseen or extraordinary circumstance.

3. Recalculation. Rates/charges based on inaccurate or incomplete descriptions, instructions or particulars may be recalculated at any time and without notice to Customer. TraPac shall have the right to inspect the goods and any manifests, bills of lading, receipts, cargo lists and other documents relating thereto to check, recalculate and/or confirm rates/charges hereunder, and Customer agrees to fully cooperate with TraPac to that end.

4. Invoice, Payment and Interest. Unless otherwise set forth herein, rates/charges set forth by this Schedule or otherwise shall be due and payable to TraPac upon completion of the relevant Terminal Services and presentation of invoice, unless otherwise provided by TraPac. All payments shall be made in U.S. currency without deduction or offset; in no event may amounts due TraPac hereunder be withheld to offset any claim of Customer against TraPac. Sums which are due to TraPac but which have not been paid for thirty (30) days or more shall accrue interest at the rate of one and a half percent (1.5%) per month from the date due until paid in full.

5. Invoice Disputes. Questions regarding the validity of any invoice from TraPac must be submitted to TraPac, or in the case of the Extended Gate Fee through its vendor through the PayCargo Website or other methods communicated by TraPac, in writing within ten (10) days of presentation, failing which such invoice shall be deemed accurate, valid and accepted by Customer.

6. Collection. Should TraPac engage a collection agent and/or attorney to collect amounts due hereunder, Customer shall be responsible for paying/reimbursing TraPac for all fees and costs relating thereto, including legal fees and costs, in litigation or otherwise.

7. Right to Refuse Service. TraPac shall have the right to refuse to provide services to Customers accessing the terminal for any reason, that (a) are in the arrears in paying any amounts due and owing hereunder; (b) are in breach of this agreement; (c) have engaged in negligent, or willful misconduct; (d) have created an unsafe condition or environment; (e) have caused harm to any person or property, or threatened to cause harm to any person or property; and/or (f) have threatened the security of the terminal in any manner whatsoever.

SECTION F. TRAPAC'S LIEN RIGHTS

In addition to all remedies set forth herein or otherwise available under applicable law, Customer grants TraPac a lien on all goods while in the possession of TraPac and a lien against any vessel, container, chassis, equipment, etc. respecting such goods to provide security for the payment of amounts due TraPac hereunder. As additional security for said amounts due TraPac, Customer grants TraPac a consensual lien on all other goods, cargo, and personal property of Customer subsequently in TraPac's possession. TraPac may assert its lien rights at any time, and in furtherance thereof may hold and/or store such goods, cargo and personal property until payment is received and/or sell such goods, cargo and personal property publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due TraPac, with the balance, if any, to be remitted to Customer. TraPac shall be entitled to exercise and enforce such lien to the full extent permitted under federal and California law. Such lien is not exclusive, but is in addition to, and shall not supplant, any other liens or other remedies provided under federal, state, local and common law. Unless expressly so stated, the grant of a contractual lien by a Customer in a credit agreement entered into with TraPac, shall not be construed as a waiver of any liens or other remedies provided under federal, state, local and common law.

Neither TraPac, nor its parents, affiliates, contractors, or agents, shall be liable for any direct, indirect, or consequential damages which may be suffered by a Customer as a result of the enforcement of any lien or a refusal to provide service pursuant to this Schedule, or for any other claim relating to or arising out of the terms of this Schedule or created by contract. In the event a lien is enforced against any goods, cargo, equipment, or personal property and/or a Customer is refused service hereunder and it is subsequently determined that the enforcement of such lien or refusal was mistaken, unlawful or otherwise improper, Customer's sole and exclusive remedy shall be the waiver of the fee or payment otherwise applicable to such cargo.

SECTION G. FACILITY SECURITY PLAN

The Terminal Facility has a facility security plan as required by the Marine Transportation Safety Act of 2002, to ensure the application for security measures designed to protect the Terminal Facility at the various marine security (MARSEC) levels. All Persons, Customers and/or entities that enter the Terminal Facility understand, acknowledge, and agree to fully cooperate with all directives, requirements, or instructions whether issued by TraPac, MARSEC, the Coast Guard and/or any law enforcement official at the Terminal Facility designed to identify, protect against, alleviate and/or eliminate threats to security.

SECTION H. MOTOR VEHICLE RULES

Any truck and/or motor vehicle accessing the Terminal Facility for any purpose, including its owner, operator and driver, shall be considered a Customer requesting and/or receiving access to and/or use of the Terminal Facility subject to the provisions of this Schedule, including without limitation the access and use terms set forth in Section C above, the security provisions set forth in Section F, above, and the interchange terms set forth in Section H below. In addition, all such trucks and/or motor vehicles must abide by the following rules:

1. Registration, License and Insurance. All trucks and/or motor vehicles, and their drivers, must be properly registered, licensed and insured as required by federal, state, and/or local Laws and as set forth in Section C (10) above.

2. RFID. All trucks must have obtained and mounted a working Radio Frequency Identification (RFID) tag before entering the Terminal Facility. Trucks will not be allowed entry to the Terminal Facility without a valid and working RFID tag.

3. Safety Rules. All trucks and/or motor vehicles, and their drivers, must abide by the following safety rules at all times while at the terminal facility:

A. The speed limit within the Terminal Facility is 10 MPH, unless posted otherwise;

B. Come to a complete stop at all crossings/stop bars and yield at unmarked crossings/intersections;

C. Terminal equipment has the right of way at all times;

D. Do not try to pass behind yard equipment that is backing up;

E. Do not cut through container stacking rows;

F. Do not drive on the waterway apron and stay clear of vessel operations, or as otherwise authorized by terminal management;

G. The truck driver is responsible for lining up to the container handling equipment when taking delivery of a container;

H. Stay back at least one container length when toppick/sidepick is in stacking row retrieving the container, and move forward only after toppick/sidepick backs out of the row, or as otherwise authorized by terminal management;

I. No unauthorized pedestrian traffic is allowed on the terminal. Drivers of all vehicles must stay close to their vehicles while in terminal and should be out of their vehicle only for actual operating needs, e.g. connecting/disconnecting chassis, locking/unlocking twistlocks in designated self-check areas (self-check areas are designated on terminal maps, which are available at the terminal and on TraPac's website www.trapac.com), or as otherwise authorized by terminal management. Drivers may leave their vehicles to use the provided restrooms;

J. Absolutely no passengers are allowed in the vehicle without prior written approval from terminal management;

K. The wearing of a high visibility safety vest is required at all times while on the Terminal Facility. Wear other personal protective equipment as required for safe practices, including hard hats, proper footwear, proper clothing, etc.;

L. Do not use any electronic devices while driving;

M. No cell phone use is allowed while on the Terminal Facility and the vehicle is moving. Cell phones may only be used when the vehicle is at a full and complete stop even with hands free devices;

N. Obey all posted signs and traffic indicators;

O. If you experience any problems, see an unsafe condition, or have any questions, seek assistance at the terminal office.

4. <u>Loss or Damage to Equipment and Property</u>.

A. <u>Damage to Customer's Property</u>: Customer shall be responsible for, and shall indemnify and hold TraPac harmless (including its legal fees and costs) from and against, all loss or damage to the Customer's owned or leased equipment and personal property, including but not limited to any materials, supplies, tools, equipment, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds, and other equipment and/or personal property, howsoever caused to the fullest extent permitted by law.

B. Damage to Other Property: Customer shall be responsible for, and shall indemnify and hold TraPac harmless (including its legal fees and costs) from and against, all loss or damage to TraPac's owned or leased equipment and property (whether personal property, real property, or otherwise) and/or to all equipment or property (whether personal property, real property, or otherwise) leased or owned by any other Person or entity.

5. Loading and Unloading. Customer shall be responsible for assuring that all trucks and/or motor vehicles and chassis, trailers, etc., are fit and suited for safe loading and unloading, and that the cargo is situated such that loading and unloading can be performed continuously and without interruption. Unless otherwise agreed by TraPac in advance and in writing, all loading/unloading shall be performed by TraPac with the assistance and under the supervision of the truck driver/motor carrier. The truck driver/motor carrier is responsible for lining up to the container handling equipment when taking delivery of a container. If the driver/motor carrier does not so assist and supervise, additional charges or disciplinary action may be incurred.

6. Infractions. Consistent with Section E.7., any truck and/or motor vehicle (including its owner, operator and driver) that (a) violates the terms of this agreement, (b) engages in negligent or willful misconduct; (c) creates an unsafe condition or environment; (d) causes harm to any person or property, or threatens to cause harm to any person or property; (e) violates TraPac's safety and other rules, whether posted, given in writing, set forth herein and/or advised verbally, and/or (f) creates any unsafe condition, may be banned from the Terminal Facility at the discretion of the Terminal Facility.

7. Responsibility for Terminal Service Fees Caused by a Failure to Comply with TraPac Instructions. Trucks or motor vehicles (including their owners, operators and drivers) accessing the Terminal Facility to deliver or retrieve cargo shall at all times comply with instructions provided by TraPac while on the Terminal Facility (including delivery of the container to the designated slot or location). Failure to follow instructions may result in Terminal Service Fees or labor charges (see Section Z, Schedule of Rates, including slot shifting and rehandling fees) and/or a ban from the Terminal Facility (see Section H.6.).

SECTION I. INTERCHANGE TERMS

Each interchange is subject to the terms and conditions of the currently effective and applicable equipment interchange agreement between the steamship line and motor carrier, the steamship line's bill of lading, and the steamship line's tariff.

It is the motor carrier's duty to inspect the equipment carefully at the time of interchange. In the event there is damage to the equipment or security seal, or a discrepancy in the seal number or other written information relating to the equipment, the motor carrier must report it to TraPac prior to departing the Terminal Facility. Failure to ensure that any such discrepancy or exception is included in the interchange receipt will result in a waiver and forfeiture of all rights to claim such discrepancy or exception at a later time. Motor carrier expressly agrees to the terms and conditions of Section P "Assumption of the Risk and Indemnity" set forth below. Consistent therewith, motor carrier agrees to fully defend, indemnify, and hold harmless each Indemnified Person to the fullest extent permitted by law against all claims, suits, losses, damage, or liability for bodily injury, death and/or property damage (including attorneys' fees and costs) caused by or resulting from the motor carrier's use or maintenance of any equipment during the interchange period and/or its presence on the Terminal Facility.

SECTION J. INDEPENDENT CONTRACTOR

TraPac shall at all times perform as, and shall for all purposes hereunder be deemed, an independent contractor. TraPac is not a common carrier, contract carrier, freight forwarder, freight broker or vessel charterer, nor an agent, employee, partner, joint venture, or landlord of Customer.

SECTION K. LIBERTIES AND PERFORMANCE

TraPac shall perform services hereunder with due diligence but does not guarantee any particular speed or starting or completion dates or times. TraPac shall have liberty with respect to selection of equipment, procedures and methods utilized for its performance, except to the extent such matters have been specifically agreed otherwise. TraPac reserves the right to control and perform all weighing, sampling, measuring, loading, handling, and discharging of goods at the Terminal Facility, but shall not be obligated to receive, handle, or deliver goods unless and until all proper documentation has been presented and fees paid. TraPac may, at its option and without notice, refuse, reject, move within and/or remove from the Terminal Facility any goods which it believes may present a risk to persons or property, at TraPac's sole discretion and Customer's sole risk and expense.

SECTION L. SUBCONTRACTING AND EXTENSION OF BENEFITS

TraPac may subcontract all or any portion of the Terminal Services at its discretion and without notice, including without limitation to related/affiliated entities, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this Schedule to remain applicable whenever claim is made against TraPac and/or any servant, agent, contractor or any other whose services have been used to perform Terminal Services or otherwise respecting the goods.

SECTION M. EXCEPTIONS FROM PERFORMANCE

TraPac shall not be responsible for any delay or failure to perform resulting from any cause which is beyond TraPac's reasonable ability to control and/or which arises without the actual fault and privity of TraPac, including without limitation any delay and/or failure to perform caused by any one or more of the following: act of God; weather conditions; fire; war; act of public enemies; terrorism; seizure under legal process; quarantine restrictions; act or omission of Customer or its agent or representative; strike, lockout, slowdown, stoppage or restraint of labor from whatever cause and whether partial or general; riot or other civil commotion; insufficiency or inadequacy of markings applicable to the goods; and/or terminal congestion.

SECTION N. NO INSURANCE FOR THE BENEFIT OF CUSTOMER

TraPac does not provide any insurance whatsoever for the benefit of Customer, nor any insurance whatsoever covering Customer's goods, property, or personnel.

SECTION O. NO CONSEQUENTIAL DAMAGES

TraPac shall not under any circumstances be liable to Customer or any other Person or entity for any indirect, consequential or special damages of any type or nature whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

SECTION P. ASSUMPTION OF THE RISK AND INDEMNITY

Customer specifically understands, acknowledges, and agrees that any and all access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer shall be at Customer's sole risk and expense. Customer is responsible for and assumes all risk of loss or of damage to property or injury to person arising as a result of Customer's activities at or presence at, or entering, or leaving the Terminal Facility, to the fullest extent permitted by law.

Customer shall be responsible for, and shall defend (with counsel selected by TraPac), indemnify and hold TraPac and TraPac's parents, partners, subsidiaries, and affiliates and each of their respective officers, directors, employees, agents, and representatives (each an "Indemnified Person"), harmless from and against any and all liabilities, obligations, losses, damages, penalties, fees, actions, judgments, claims, suits, costs, charges, expenses and disbursements (including attorneys' fees and costs) of any kind or nature whatsoever that may at any time be imposed on, incurred by, or asserted against any Indemnified Person in any way arising from or out of and/or relating to any providing of, access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer, to the fullest extent permitted by law.

Without limiting the generality of the foregoing, Customer's obligation to defend, indemnify and hold harmless each Indemnified Person, includes without limitation, any and all liabilities, obligations, losses, damages, penalties, fees, actions, judgments, claims, suits, costs, charges, expenses and disbursements (including attorneys' fees and costs) arising from or relating to any loss or damage to property (whether real property, personal property, or other) owned or leased by TraPac, Customer or any other entity or Person and/or any personal injury, bodily harm, illness and/or death of any person, including but not limited to any agent, employee, representative, guest, invitee, vendor, contractor or subcontractor of TraPac, Customer, or any other entity or Person.

Customer is obligated to defend, indemnify, and hold harmless each Indemnified Person hereunder to the fullest extent permitted by law. Moreover, Customer's obligation to defend, indemnify and hold harmless each Indemnified Person hereunder expressly encompasses liabilities resulting from the acts or omissions of Customer's employees, agents, invitees, guests, vendors, contractors, and subcontractors.

Customer's obligation to defend, indemnify and hold harmless each Indemnified Person shall be deemed to include any claim or suit by an employee (present or former) of Customer, and in furtherance thereof, Customer hereby waives any immunity from suit, exclusivity of remedy and limitation upon liability that would have otherwise been afforded pursuant to any workers compensation act or similar law.

In addition to the above, Customer hereby releases any and all claims it may have against each Indemnified Person for any loss or damage to property (whether real property, personal property, or other) owned or leased by Customer or any other entity or Person and/or any personal injury, bodily harm, illness and/or death of any person, including but not limited to any agent, employee, representative, guest, invitee, vendor, contractor or subcontractor of Customer or any other entity or Person, relating to or arising from or out of and/or relating to any providing of, access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer, to the fullest extent permitted by law.

In addition to the above, Customer hereby represents and warrants that it shall comply with all federal, state, regional, district and local laws, regulations, ordinances and requirements, including but not limited to those established by the applicable port tariff (together "Laws"). Without limiting the generality of the foregoing, Customer expressly represents and warrants that it is familiar with, and shall comply with, all environmental Laws, including but not limited to, the Port of Los Angeles Clean Air Action Plan, Section 20 of the Port of Los Angeles Tariff No. 4, Port of Oakland Ordinance No. 4691, and the rules and regulations imposed by the South Coast Air Quality Management District, Bay Area Air Quality Management District, the California Air Resources Board, and any other governing regulatory body. Customer shall defend, indemnify and hold harmless each of the Indemnified Persons from and against any liabilities, obligations, losses, damages, penalties, fees, actions, judgments, claims, suits, costs, charges, expenses and disbursements (including attorneys' fees and costs) arising from or relating to any failure by Customer and/or any of Customer's employees, agents, invitees, guests, vendors, contractors, and subcontractors, to comply with any Law(s).

Furthermore, in Los Angeles, all Customers shall comply with the Environmental Compliance Plan, a part of Permit 881 by and between TraPac and the Port of Los Angeles (the "ECP"). The ECP is publicly available from the Port of Los Angeles and a copy will be provided by TraPac upon request.

SECTION Q. EEOC COMPLIANCE AND NON-DISCRIMINATION

TraPac does not discriminate based upon race, color, religion, sex, age, national origin or any sensory, mental, or physical disability, or upon any other basis prohibited by applicable law.

SECTION R. ELECTRONIC DATA INTERCHANGE

TraPac and Customer agree to cooperate and use their best efforts to utilize electronic data, documentation, and interchange to the extent feasible and allowable under law.

SECTION S. LAW, VENUE AND LEGAL FEES

This Schedule and TraPac's services provided hereunder shall be governed by the general maritime law of the United States or, in the event there is no general maritime rule of law which is applicable, by the Laws of the state of California. TraPac and its Customer shall attempt to resolve any dispute regarding the payment of a fee and/or payment due under this Schedule in an amicable manner. Customers disputing in good faith the application of any fee or payment set forth herein shall notify TraPac and/or PayCargo through the PayCargo Website of the dispute in writing not later than the date on which the payment is due. Such notice shall include all facts and supporting documents relevant to the dispute. Failure to notify TraPac of such dispute shall constitute a waiver of the Customer's position. Upon receipt of notice of a dispute, TraPac shall have thirty working days to respond to the Customer accepting or denying Customer's position. Any dispute, claim or controversy involving Customer and TraPac (including affiliates, subcontractors and agents thereof and the members, directors, officers and employees of all such entities, including Customer and TraPac) which in any fashion arises out of or relates to this Schedule or the breach, termination, enforcement, interpretation or validity thereof including the determination of the scope or applicability of this agreement to arbitrate shall be submitted to neutral, binding arbitration at JAMS before a single arbitrator at the JAMS office located nearest to the TraPac Terminal Facility. The arbitration shall be conducted pursuant to JAMS Comprehensive Arbitration Rules & Procedures (July 1, 2014), specifically including Rules 16.1 and 16.2, Expedited Arbitration Procedures. The arbitrator shall not be empowered or permitted to award punitive or exemplary damages, and the parties expressly waive any right to recover such, unless specifically required by an applicable statute. The arbitrator shall be empowered and permitted to award reasonable legal fees and costs to the party the arbitrator deems to be the substantially prevailing party in the arbitration.

SECTION T. CONSTRUCTION AND INTEGRATION

This Schedule shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against a party. If any provision of this Schedule is found to be legally unenforceable, it is agreed that such provision shall be deemed deleted from this Schedule as if never made a part hereof, with the remaining provisions of this Schedule not to be affected thereby and to remain in full force and effect.

Any failure of TraPac to enforce a provision of this Schedule shall not be deemed to waive such provision or any other provision in this Schedule. TraPac may request that Customer sign a separate, written agreement for any one or more Terminal Services, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

In the event this Schedule is silent with respect to the movement of any cargo and/or Containers and/or use of the Terminal Facility, the movement of cargo and/or Containers and/or use of the Terminal Facility shall be governed by the relevant separate agreement(s) between TraPac and its Customer and/or the relevant port tariff.

This Schedule, together with TraPac's written quotation, any separate, written agreements between TraPac and its Customer as identified above and/or the applicable port tariff, represents the entire agreement between TraPac and its Customer and supersedes all prior and contemporaneous agreements, written or oral.

SECTION U. AMENDMENTS TO SCHEDULE

This Schedule may be amended at any time without prior notice to Customers, and any such amendments shall be effective upon publication herein. TraPac also reserves the right, in its sole discretion, to modify or discontinue all or any part of the Extended Gate Schedule described in this Schedule without notice and without amendment to this Schedule.

SECTION V. DOCKAGE

1. Basis for Computing Dockage Charges.

Dockage charges shall be assessed against all vessels at the full Dockage rates provided in this Schedule. Full Dockage rates are contained in the Schedule of Rates set forth in the Port of Los Angeles Tariff No. 4, Port of Oakland Tariff No. 2-A, and/or their successors as amended from time to time, as applicable. In no event shall the total Dockage due and owing pursuant to this Section V be *less than* the Dockage due and owing pursuant to the applicable port tariff.

The rates for Dockage shall apply according to the overall length of the vessel, except as otherwise specifically provided in this Schedule. Lloyd's Register, American Bureau of Shipping measurements, or actual vessel schematics, when available, will be used in determining the length of vessels, but TraPac reserves the right to measure vessels when necessary to obtain measurements for use as the basis for charges.

2. Dockage to be Paid by Vessels.

Dockage, at the rates named in this Schedule, shall be assessed against all vessels subject to the payment of Dockage under these rules, and shall be paid by the vessel so assessed, through its master, owner, agent, or other person duly authorized.

3. Time Period for Assessment of Dockage.

The period of time for which Dockage shall be assessed against a vessel shall commence when such vessel is made fast to a Wharf, pier, bulkhead, structure, bank or Wharf Premises or to another vessel so berthed and shall continue until such vessel is completely freed from and has vacated such berth.

4. Payments Due and Payable.

All charges for Dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any vessel leaves the berth or under agreed payment terms, unless forced to do so by stress of weather or fire.

SECTION W. WHARFAGE

1. Application of Wharfage Rates and Charges.

Wharfage shall be applied to all cargo other than cargo that is in the ISO standard containers (20' /40' /40'HC/45' in length"), which are addressed in the Schedule of Rates set forth in the Port of Los Angeles Tariff No. 4, Port of Oakland Tariff No. 2-A, and/or their successors as amended from time-to-time, as applicable. The applicable rates are charges for non-ISO standard Wharfage shall be:

(c) On inbound merchandise, the rates and charges in effect on the date that the vessel commences discharging merchandise, and

(d) On outbound merchandise, the rates and charges in effect on the date that the merchandise is placed on a Wharf or Wharf Premises.

In no event shall the total Wharfage due and owing pursuant to this Section V be *less than* the Wharfage due and owing pursuant to the applicable port tariff.

2. Weight or Measurement.

(a) The Wharfage rates based on weight or measurement for cargo not in ISO standard containers shall be as set forth in the Port of Los Angeles Tariff No. 4, Port of Oakland Tariff No. 2-A, and/or their successors as amended from time-to-time.

(b) If measurement of the cargo is required to determine Wharfage charges and is not supplied, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo. Containerized cargo on which measurement is constructed is subject to a maximum charge based on the length of the container.

(c) When freight charges are computed by the vessel and shown on the manifest on a basis of either weight or measurement, Wharfage shall be assessed on the same basis as so computed and manifested.

(d) When the basis of the freight charges is not shown on the manifest, Wharfage shall be assessed on the basis of weight and measurement, whichever will yield the greater revenue.

3. Wharfage Rates on Transshipment Merchandise.

As used in this Section, Transshipment Merchandise is merchandise subject to the payment of Wharfage, upon which the carriage is continuous, i.e. that remains in the possession of the carrier of carriers thereof, and is transferred from one vessel to anther in Los Angeles Harbor and Wharfage, calculated in accordance with the rates indicated in this Item, shall be assessed against such Transshipment Merchandise.

In the event merchandise is transshipped, as defined above, a single Wharfage charge only will be assessed. Wharfage will be assessed on inbound movement only.

4. Transferred Merchandise.

(a) Transferred merchandise is merchandise received at Wharf or Wharf premises by land transportation and subsequently removed from Wharf or Wharf premise by land transportation.

(b) Transferred merchandise shall be assessed Wharfage on the same basis as merchandise moving by vessel.

5. Assessment of Wharfage.

(a) Except as otherwise provided in paragraph (b) of this Item, inbound or outbound Wharfage, or both, as the case may be, shall be assessed against all merchandise which is subject to a payment of Wharfage.

(1) In the event outbound merchandise is transferred from a Wharf or Wharf Premise, after having first paid a Wharfage charge, directly to another Wharf or Wharf Premise prior to loading to a vessel, an additional Wharfage charge shall not be assessed.

(2) In the event Wharfage has been assessed on inbound merchandise which is discharged from a vessel at a Wharf or Wharf Premise, such merchandise may be transferred directly to another Wharf or Wharf Premise without the assessment of an additional Wharfage charge. Merchandise removed from a Wharf or Wharf Premise into a warehouse or elsewhere, other than directly to another Wharf or Wharf Premise as allowed in (1) or (2) above will be subject to an additional Wharfage charge.

(b)

(1) Merchandise discharged from a vessel that is transferred to a feeder vessel for through movement to the same coast port as designated on the Bill of Lading will be assessed wharfage on the inbound and outbound movements.

(2) Merchandise destined for loading to a vessel at a port other than the one in which the Terminal Facility is located, that has been transferred from a feeder vessel which discharged in that port as part of a through movement from a same coast port as designated on the Bill of Lading will be assessed Wharfage.

SECTION X. FREE TIME, WHARF DEMURRAGE, WHARF STORAGE

1. Wharf Demurrage – Generally.

Wharf Demurrage accrues against Cargo that remains on the Wharf, Wharf Premises, or Terminal Facilities after the expiration of Free Time. Wharf Demurrage may be invoiced by TraPac to the applicable Carrier, shipper, or consignee.

2. Wharf Demurrage - Free Time, Commences When.

(a) INBOUND CARGO: In Los Angeles, Free Time shall commence for Cargo at the time that the Cargo is discharged from the vessel. In Oakland, Free Time shall commence for Cargo at 3:00 a.m. after the Cargo is discharged from a vessel.

(b) OUTBOUND CARGO: In Los Angeles and Oakland, Free Time shall commence at 7:00 a.m. after the Cargo is placed on a Wharf or Wharf premises: provided, however, that the dates during the loading or discharging operations of a vessel shall not be counted as Wharf Demurrage days if Cargo is being loaded on or discharged from such vessel with dispatch.

3. Wharf Demurrage - Free Time Allowed.

In Los Angeles and Oakland, exclusive of days when the Terminal Facility named in this Schedule is designated as "CLOSED", Free Time shall be allowed on Inbound, Outbound and Transshipped Cargo as follows:

CONTAINERIZED LADEN CARGO	INBOUND	OUTBOUND	TRANSSHIPMENT
GENERAL CARGO:	4 DAYS	5 DAYS	5 DAYS
REFRIGERATOR CARGO:	2 DAYS	5 DAYS	5 DAYS
TANK CARGO	2 DAYS	5 DAYS	5 DAYS
OUT-OF-GAUGE (OOG) CARGO	2 DAYS	5 DAYS	5 DAYS

No Free Time will be allowed on inbound Cargo that arrives on the Terminal Facility via gate or rail and subsequently depart without any vessel movement in between arrival and departure.

Free Time will expire at 2:59 a.m. on the last free day in Los Angeles and Oakland.

4. Wharf Demurrage - Rates for Wharf Demurrage After Expiration of Free Time.

When applicable, Wharf Demurrage charges shall be assessed against all Inbound Cargo or Outbound Cargo at rates provided in this Schedule on a per day basis as follows:

DAYS	20'	40'	45'
1 to 4:	$39.97	$79.94	$93.48
5 to 9:	$79.94	$159.88	$186.96
10 or More:	$119.91	$239.82	$280.43

5. Wharf Demurrage – Invoicing

As a general matter, TraPac shall invoice the Carrier for Wharf Demurrage, and the Carrier shall be responsible for the prompt payment of all Wharf Demurrage invoices pursuant to the payment terms set forth on the invoice.

At the request of the Carrier, TraPac may invoice the shipper or consignee directly for Wharf Demurrage that accrues against Cargo that is not removed from the Terminal Facilities prior to the expiration of Free Time, in which case, all Wharf Demurrage charges shall be paid **before** the Cargo will be released for delivery from the Terminal Facilities.

If TraPac invoices the shipper or consignee directly for Wharf Demurrage, the Carrier shall provide TraPac with information required for TraPac to issue a Demurrage Invoice in compliance with the Ocean Shipping Reform Act (46 U.S.C. § 41104; 46 C.F.R. §§ 541.1 – 541.8) ("OSRA"), including but not limited to, the bill of lading number, container number, port of discharge, the shipper, and/or the consignee. Furthermore, the Carrier agrees as follows:

(a) Carrier understands and acknowledges that compliance with the requirements set forth in OSRA are the responsibility of the Carrier and releases TraPac from any liability in relation thereto.
(b) Carrier certifies that (i) all information provided by Carrier to TraPac to be included in any Demurrage Invoice shall be accurate and complete in all respects, (ii) TraPac is

authorized to include information provided by the Carrier on all Demurrage Invoices, (iii) TraPac may include such certifications required by OSRA on all Demurrage Invoices and/or information within the possession/control of TraPac, and (iv) that the certifications are and will be true and accurate for all information provided by the Carrier at the time each Demurrage is issued.

(c) Carrier shall defend, indemnify and hold TraPac harmless from and against any claims that may be asserted against TraPac relating to or arising from information contained in a Demurrage Invoice provided by Carrier.

6. Wharf Storage

Wharf Storage accrues against Empty Containers, bare chassis, and other equipment that remains on the Wharf, Wharf Premises, or Terminal Facilities after the expiration of Free Time (if any). Wharf Storage is a terminal service fee that will be invoiced directly to the Carrier.

Wharf Storage charges shall be assessed against Empty Containers, bare chassis, other equipment as provided in the Schedule of Rates section within this Schedule.

No Free Time will be allowed on Empty Containers received at the Terminal Facility for storage purpose.

Empty Containers that are damaged to the point they cannot be used for Cargo and or cannot be moved without special equipment shall be removed from the Terminal Facility within 14 days, or TraPac will arrange for disposal at the owner's expense.

7. Abandoned Cargo/Merchandise/Equipment.

Any Cargo, merchandise, Containers, chassis, or equipment remaining on the Terminal Facility greater than 90 days, may be deemed abandoned by TraPac ("Abandonment"). In addition to any other fees and charges due and owing, Customer shall be responsible for the costs and fees associated with the removal and/or disposal of said property from the Terminal Facility, including but not limited to, disposal fees, auction fees, and attorney fees. Upon Abandonment, TraPac reserves the right to initiate the removal of the Container, Cargo, merchandise, equipment and/or chassis from the Terminal Facility at the sole cost and expense of the VOCC of record on the bill of lading and or owner/leasing company of chassis, as permissible by law. The foregoing is in addition to TraPac's lien rights as set forth in Section F hereto, and/or as otherwise allowed by law.

SECTION Y. COLLECTION AND INVOICING OF CARRIER DEMURRAGE

1. At TraPac's sole discretion, TraPac may manage, administer, and collect the Carrier's inbound demurrage charges on behalf of the Carrier. If TraPac agrees to perform such services, TraPac will reimburse to Carrier 100 percent of all inbound demurrage charges

collected on behalf of the Carrier, less TraPac's Wharf Demurrage fees as set forth in this Schedule or as otherwise agreed and less an administration fee of 15 percent of the amount of demurrage charges collected on behalf of the Carrier.

2. Carrier Demurrage and Detention Invoice Legal Requirements.

The following terms shall apply:

(a) TraPac acts as agent for the Carrier, and relies upon the representations, warranties of and accuracy and completeness of information supplied by the Carrier, as applicable, with respect to contents of each Demurrage Invoice.
(b) The information contained in any Demurrage Invoice issued on behalf of any Carrier is based on TraPac's information and belief only.
(c) The Carrier is responsible for establishing the applicable rates and rules that govern the charges contained in the Demurrage Invoice.
(d) TraPac may issue Demurrage Invoices in accordance with existing practice on an interim basis. Should the Carrier wish to reissue Demurrage Invoices with additional information, TraPac will cooperate and provide information available to TraPac to assist in that process insofar as commercially reasonable. Any certification with respect to the Carrier's compliance with OSRA 2022 or other law or regulation contained on an invoice is made solely on the basis of, and in reliance on, representations of the Carrier.
(e) Each Carrier conducting business at a TraPac Facility agrees to defend, indemnify and hold TraPac harmless from and against any claims that may be asserted against TraPac relating to or arising from information contained in a Demurrage Invoice.
(f) Each Carrier conducting business at a TraPac Facility understands and acknowledges that compliance with the requirements set forth in OSRA 2022 are the responsibility of the Carrier alone and releases TraPac from any liability in relation thereto.
(g) Each Carrier certifies that (i) all information provided by Carrier to TraPac to be included in any Demurrage Invoice shall be accurate and complete in all respects, (ii) TraPac is authorized to include information provided by the Carrier on all Demurrage Invoices, (iii) TraPac may include such statements referenced in subsection (L) and (M) of Section 7 of the OSRA 2022 on all Demurrage Invoices and/or information within the possession/control of TraPac, and (iv) that the statements in subsections (L) and (M) are and will be true and accurate for all information provided by the Carrier at the time each Demurrage is issued.

3. Insofar as an ocean carrier incorporates or uses information provided by TraPac in a Demurrage Invoice issued by ocean carrier, it does so at its own risk. TraPac makes no representations that information provided by it complies with OSRA 2022 or any Laws or regulations applicable to ocean carriers. Ocean carrier releases TraPac from and against any claims or liabilities of any kind arising from such information, and agrees to indemnify, defend and hold TraPac harmless from and against any such claims or liabilities, to the fullest extent permitted by law.

SECTION Z. ON TERMINAL CHASSIS USE, STORAGE, AND REPAIR

1. General Provisions.

TraPac allows access to the Terminal Facilities and provides Terminal Services to "Chassis Providers" defined to include any Person or entity that owns or leases chassis for the purpose of making them available to ocean carriers, truckers, shippers, or others for the transportation of cargo to and from the Terminal Facilities. The Terminal Services provided by TraPac to Chassis Providers include, but are not limited to, storage of the chassis, outbound chassis roadability inspections, chassis repairs, and the provision of EDI data relating to the use of the chassis. Chassis Providers are deemed "Customers" for the purpose of this Schedule.

2. Chassis Storage.

The number of chassis permitted on the Terminal Facility is subject to space availability and will be determined by TraPac at its sole discretion. TraPac reserves the right to limit the number of chassis allowed onto the Terminal Facility. All chassis that enter the Terminal Facility are subject to the rates and charges set forth in this Schedule, including those Wharf Storage charges and stacking and unstacking charges identified within Section CC "the Schedule of Rates". No free time shall be allowed for bare chassis.

3. Chassis Repair.

TraPac is party to the PMA/ILWU Master Contract and as such, is subject to jurisdiction, work rules, and other provisions contained therein. The use of the TraPac Terminal Facilities by the Chassis Provider constitutes acceptance of all conditions, rules, regulations, and exceptions as published in the respective master contracts, supplementals, MOU's and in this Schedule.

4. On Terminal Usage.

TraPac retains the right to keep containers on chassis to support operating requirements as determined by TraPac. Under no circumstances shall TraPac be responsible for any chassis rental and/or per diem charges related to its on terminal chassis inventory and/or usage.

5. Mandatory Outbound Roadability Inspection.

All chassis, except for those chassis owned by an independent truck driver (owner/operator) or owned by an independent (i.e. non-PMA affiliated) trucking company and identified and proven as such, shall go through a roadability inspection prior to leaving the TraPac Terminal Facilities. Applicable inspection charges shall apply per the Schedule of Rates unless other agreements have been entered into with such Chassis Provider.

SECTION AA. VERIFIED GROSS MASS (VGM)

Effective July 1, 2016, SOLAS Ch VI/2 Verified Gross Mass ("VGM") regulations require that shippers provide a SOLAS-compliant shipper-signed paper or EDI VGM document (a "VGM Document") to the master and terminal operator before an export Container may be loaded to a vessel.

The ocean carrier shall provide TraPac with a final load list containing complete and accurate VGMs in compliance with SOLAS and all applicable laws. The load list shall be provided as soon as possible, but in no event later than the cut-off time designated by TraPac prior to the associated vessel call. If Customer fails to provide a complete, accurate and timely load list, TraPac may, at its sole discretion, (a) refuse to accept or deliver services to any Container, goods, or vessel; and/or (b) impose additional rates or charges for the provision of Terminal Services.

Disclaimer. TraPac's terminal scales are not certified and cannot be used for the VGM or to satisfy any SOLAS requirements. No weights provided by TraPac may be considered accurate for VGM purposes. TraPac does not offer container-weighing services for determining the VGM of any Container in connection with SOLAS requirements. **Any weight provided by TraPac is provided "as is", "with all faults" and "as available". TraPac expressly disclaims any and all representations as to the accuracy of any weight provided by it. TraPac disclaims any and all warranties, whether express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. TraPac disclaims any and all liabilities, of any kind, including but not limited to any special, incidental or consequential damages.**

TraPac assumes no responsibility or obligation to verify the VGM for any Container. TraPac disclaims any and all liabilities of any kind, including but not limited to any special, incidental or consequential damages, arising from any alleged inaccuracy or defect in the VGM. The Carrier and shipper shall, jointly and severally, defend, indemnify, and hold harmless TraPac, its officers, directors, employees, agents, contractors and affiliates, from and against any alleged claim, loss, cause of action, judgment, assessment, damage, expense, fine, action, claim, penalty or suit of any kind or nature arising, in whole or in part, from the VGM, weight provided to TraPac, any weight provided by TraPac (which as provided herein **may not be relied on by carrier, shipper or any third party as an accurate measurement of weight**), and/or any delay or refusal by TraPac to load any Container lacking a complete, accurate and timely VGM document.

SECTION BB. LONG DWELL CONTAINER REHANDLING FEE

1. This charge has the purpose of recovering operational container rehandling costs caused by long dwelling containers, left on terminal for extended periods of time.

2. Long Dwell Container Rehandling Fee shall apply and be assessed against each loaded import container as follows:

   a. $50 per day for any container that has a total dwell time (excluding days the terminal's gates are closed) of 10 days
   b. $75 per day for any container that has a total dwell time (excluding days the terminal's gates are closed) of 15 days
   c. $100 per day for any container that has a total dwell time (excluding days the terminal's gates are closed) of 20 days
   d. $150 per day for any container that has a total dwell time (excluding days the terminal's gates are closed) of 25 or more days

3. This charge will be payable by the beneficial cargo owner, broker, or trucking company prior to delivery appointment.

SECTION CC. SCHEDULE OF RATES

The following rates apply in the U.S. Dollars (USD) on the basis as specified herein.

STEVEDORING/VESSELL SERVICES	RATE	BASIS
Throughput Rate - 20', 40', 45' ISO CONTAINERS	$875.00	Per container move – full or empty Rate includes overtime (except 3rd shift)
Throughput Rate – 48' & 53' ISO CONTAINERS	$324.00	Per container move – full or empty Unit rate additional to Throughput Rate
Container Rack Surcharge - 48', 53' ISO CONTAINERS	$452.00	Per rack utilized to secure a 48' or 53' container. Includes discharge to dock and load back to vessel.
Shift differential - M-F 3rd Shift Straight Time	$77.00	Per container move – full or empty Unit rate additional to Throughput Rate
Shift differential - Weekend/Holidays 3rd Shift Overtime	$142.00	Per container move – full or empty Unit rate additional to Throughput Rate
Transshipment -	$482.00	Per container move – full or empty
Vessel Rehandle - Cell to Cell	$286.00	Per container move – full or empty
Vessel Rehandle - Cell to Dock to Cell	$571.00	Per container move – full or empty
Over height Surcharge -	$796.00	Unit rate additional to Throughput Rate, if handled with speedloader beam
Over height Surcharge -	extra labor	Billed on extra labor gang hour basis, when handled with wires/chains
Breakbulk Cargo Load/Discharge -	extra labor	Billed on extra labor gang hour basis
Gangway Guards -	$203.00	Per hour, minimum guarantees apply
Carrier Surcharge (Oakland Facility Only)	$116.00	Per container move – full or empty
Stowage Correction (Misstow)	$280.00	Per container move – full or empty. Charged when a container arrives in the incorrect position according to the BAPLIE file and/or manifest.

CONTAINER GANG – STANDBY & DETENTION RATES
*** Per Vessel Gang – per hour (invoiced in 6-minute increments)

Monday – Friday 0800 - 1700 hours	$5,568.00	***
Monday – Friday 1700 - 0300 hours	$6,202.00	***
Weekends and/or Holidays 0800 - 0300 hours	$7,492.00	***
Monday-Friday 0300 - 0800 hours	$7,719.00	***
Weekends and/or Holidays 0300 – 0800 hours	$8,351.00	***

CONTAINER GANG – EXTRA LABOR RATES
*** Per Vessel Gang – per hour (Invoiced in 6-minute increments)

Monday – Friday 0800 – 1700 hours	$5,948.00	***
Monday – Friday 1700 – 0300 hours	$6,834.00	***
Weekends and/or Holidays 0800 - 0300 hours	$8,029.00	***
Monday – Friday 0300 – 0800 hours	$8,225.00	***
Weekends and/or Holidays 0300 - 0800 hours	$8,858.00	***

MAN-HOURS RATES – EXTRA LABOR
*** Per Man Hour (invoiced in 6 minutes increments)

Composite - all skill levels/all shifts	$280.00	***

ON DOCK RAIL SERVICES

Containers lifted to/from railcar, with vessel related move	$229.00	Per container move – full or empty
Containers lifted to/from railcar, without vessel related move	$425.00	Per container move – full or empty
Inland Point Intermodal (IPI) Container fee (applied to all IPI rail containers discharged from a vessel or located on terminal after 9/1/2022)[2]	$173.00	Per container move
Rail Rehandle, Containers lifted to/from railcar and subsequently relifted back to/from railcar	$345.00	Per container move – full or empty
Rail Diversion, Containers where final destination is changed and/or diverted from on dock rail point to off dock rail point or local delivery point	$309.00	Per container move – full or empty
Expedited Rail Service (ERS) (Los Angeles Facility only)	$312.00	Per container, for loading import containers to rail on the next outbound train with proper inland destination following vessel's completion time. Available to specific rail inland destinations and subject to rail car availability.
Train switching services (Los Angeles Facility only)	Proportional share of total train switching services in a calendar month	TraPac receives train switching services from Pacific Harbor Line (PHL) on behalf of its shipping line Customers at its Los Angeles Facility. Each shipping line that receives train switching services at the Los Angeles Facility will be responsible for its proportional share of the total cost of train switching services incurred by TraPac for the corresponding calendar month.

For illustration purposes only, the following provides an example of how train switching services will be charged:

PHL unit train switching charges for July 1, - July 31, 2021 = $ 125,000.00

Total ODR lifts performed by TraPac July 1 - July 31, 2021 = 10,000

	Lifts	% Lifts				Line Charges
Line A	5600	56.00%	*	$125,000	=	$70,000.00
Line B	1200	12.00%	*	$125,000	=	$15,000.00
Line C	1500	15.00%	*	$125,000	=	$18,750.00
Line D	1700	17.00%	*	$125,000	=	$21,250.00
	10000	100.00%				$125,000.00

[2] TraPac reserves the right to cancel, terminate or waive the IPI Surcharge fee at its sole discretion. If the IPI fee is not paid, the containers will be diverted to local traffic and subject to terminal demurrage charges consistent with Section X.

TERMINAL SERVICES

Gate Move - Outside of Throughput move	$97.00	Per container move – full or empty
On Terminal Drayage - container and/or chassis	$134.00	Per container move – full or empty
Chassis Flip	$141.00	Per container – includes to/from owned, out of service, damaged chassis to pool chassis
Chassis Flip Heavy Container Lift	$2,226.00	Per container move. Charged when weight of cargo requires specialized lift (i.e. EV/Tesla batteries).
Chassis Recovery Fee	$220.00	Fee includes recovery, relocation, and delivery
Mount/Grounding of Container	$141.00	Per container move – full or empty
Slot Shifting/Yard Rehandles	$141.00	Per container move – full or empty
Container Premount to Chassis	$329.00	Per container move – full or empty

Export Container - Redelivery without a Vessel Move - from wheeled locations - from grounded location	 $260.00 $636.00 +	Per Loaded container – Includes (2) gate moves and (2) mount/dismounts for grounded rate. Does not include wharfage or extra slot shifts/yard rehandles necessary to access container
Container Roll - to future vessel	$217.00	Per container – full or empty up to vessel cargo cutoff time
Container Advance -	$636.00	Per container – full or empty up to vessel cargo cutoff time
Gov't Inspection of Container/Cargo -	$531.00	Per container – full or empty includes mounting and drayage to inspection location in terminal
Placarding/Deplacarding of Container -	$217.00	Per container move – full or empty
Cargo/Container Inspection/Survey -	$141.00	Per container – full or empty performed at point of rest in terminal
Affix/Replace Security Seal -	$146.00	Per container move – full or empty
Weighing of Container already in CY	$786.00	Per container move – full or empty
VGM Fee	$338.00	Fee imposed to update the weight of container
Chassis Bundling/Unbundling (4 units maximum)	$636.00	Per bundle – excluding securing costs
Chassis Stacking/Unstacking	$21.00	Per chassis handled
Chassis Roadability Inspection	$21.00	Per outbound chassis
Receiving/Delivery of OOG container/flat rack with top handler and OH beam	$531.00	Per Unit , not to exceed 6'0" overhigh, or 2'0" overwidth, or 57,000 pounds
Receiving/Delivery of OOG container/flat rack with top handler and chains / plugs	$1,167.00	Per Unit , that exceeds 8'6" overhigh, less than 2'0" overwidth, or 57,000 pounds
Receiving/Delivery of OOG container/flat rack with RTG and chains / plugs	$2,333.00	Per Unit , that exceeds 8'6" overhigh, or exceeds 2'0" overwidth, or 57,000 pounds

Facility Security Fee	$5.00	Per container move – full or empty
Seal Verification	$141.00	Per event
Rail Containers with Open Doors	$260.00	Fee for containers received from rail with unsecured doors. Does not include affixing of seal, if required, or incident reporting.
On-Terminal Traffic Violation	$531.00	Charged to trucker/trucking company per container/chassis improperly parked within terminal
Missed Appointment	$345.00	Fee applies for failure to show for a terminal service appointment. Notice of cancellation must be provided to TraPac a minimum of 2 hours prior to appointment to avoid fee.
Priority Appointment	$104.00	Fee applies when a priority appointment is granted to perform a container gate move without a pre-arranged appointment.
Exemption Fee	$156.00	Fee imposed for granting pick-up delivery exemption without valid reasoning at terminals discretion.
Move Container to/from M&R	$274.00	Per unit, per event
Late Gate Fee	$99.00	Fee for allowing receipt of export container(s) after established cutoff date/time
Early Receiving Fee		
Dry:	$234.00	Fee for allowing receipt of export container(s) prior to terminal established receive date/time for each vessel/voyage
Reefer:	$338.00	
Fuel Surcharge on Containers	65% of PPG	Per container move – full or empty, for all throughputs when fuel is >$5/gal

HazMat/DG Container Surcharge:		Per unit surcharge assessed to each unit with Haz Cargo
Class 1:	Contact TraPac	
Class 2.1, 2.3:	$519.00	
Class 2.2:	$208.00	
Class 3:	$519.00	
Class 4:	$519.00	
Class 5:	$519.00	
Class 6:	$519.00	
Class 7:	Contact TraPac	
Class 8:	$208.00	
Class 9:	$312.00	
Peel Pile / Free Flow + Cleanup Fee:		Charged for Peel Off Service, defined as a pre-arrangement between trucking company or shipper and Terminal Management whereby the trucking company takes delivery of Containers as readily available in the front of designated container stack(s).
20-50 Containers:	$63.00	
51-100 Containers:	$52.00	
101+ Containers:	$42.00	
Any other service not described above -	extra labor	Billed on an extra labor man hour basis

REFRIGERATED CONTAINER SERVICES

Reefer Monitoring - includes electrical power	$120.00	Per Unit, per day, or fraction thereof
Reefer Plug/Unplug - on terminal	$103.00	Per Unit
Reefer Plug/Unplug - on vessels	$103.00	Per Unit
Reefer Surcharge (Oakland Facility only)	$191.00	Per reefer container move – laden only
Mount/Dismount Genset - to/from container or chassis	$280.00	Per activity
Data Download	$280.00	Per download - request for data from temp controlled container
Temperature/Vent Setting and/or Change -	$113.00	Per activity
Genset Fueling - (labor only)	$113.00	Per activity
Genset – Fuel	variable	Per gallon, billed at cost plus 20%

WHARF STORAGE RATES (In excess of allowed free time, if any)

Empty Container Storage -	$9.00	Per TEU, per day
Reefer Container Storage (Bad Order) -	$52.00	Per Unit, per day, rate applicable when written repair authorization has not been provided
Genset Storage -	$38.00	Per Unit, per day
Genset Storage (Bad Order) -	$52.00	Per Unit, per day, rate applicable when written repair authorization has not been provided
Chassis Storage (Good Order) -	$15.00	Per Unit, per day
Chassis Storage (Bad Order) -	$34.00	Per Unit, per day, rate applicable when written repair authorization has not been provided

Breakbulk Cargo Storage -	$38.00	Per Revenue Ton, per day, excludes Wharfage
Equipment not otherwise identified -	$15.00	Per Unit, per day

EQUIPMENT RENTAL RATES (EXCLUDES OPERATOR(S))
*** Per Hour

Bombcart -	$21.00	***
Yard Tractor (UTR) -	$63.00	***
Forklift – 10,000 lbs capacity -	$87.00	***
Forklift – 30,000 lbs capacity -	$148.00	***
Forklift – 40,000 lbs capacity -	$191.00	***
Side Handler -	$303.00	***
Top Handler -	$319.00	***
Transtainer/Rubber Tired Gantry -	$508.00	***
Gantry Container Crane -	$1,378.00	***

ALTERNATIVE MARINE POWER (AMP) / BONNET BARGE

Plug/Unplug Vessel - Base Charge	$2,216.00	Per Event – plug or unplug vessel into shore power utilizing Vessel cable – up to 1 hour
Delays or additional activities - beyond 1-hour	$1,267.00	Per Hour, invoiced in 6 minutes increments
Electricity Power Usage -	variable	Applicable Port cost passed through to terminal plus 20%
AMP Unit Terminal Storage, if required -	$43.00	Per AMP unit, per day
Exhaust Stack Bonnet Barge-	$1,102.00	Per hour plus tug services to position and remove barge from alongside vessel at cost plus 20%

FUEL SURCHARGE

A fuel surcharge will apply when the price of diesel fuel exceeds $5.00 per gallon based on the price listed on the Energy Information Administration for California (https://www.eia.gov/petroleum/gasdiesel/).

The rate will be reviewed on Monday mornings and the surcharge will apply to all invoicing for the activity that occurs for that Monday through Sunday. The surcharge will be assessed to all loading and discharge vessel moves as a percentage of the lifting rate for that move per the following schedule:

Diesel Price	Fuel Surcharge Percentage
Equal to $5.00 and less than $6.00	2.00%
Equal to $6.00 and less than $7.00	3.00%
Equal to $7.00 and less than $8.00	4.00%
$8.00 and above	5.00%