

Terminal Tariff
East Coast Terminal Co.
136 Marine Terminal Drive
Savannah, GA 31404

EAST COAST TERMINAL CO. (ECT)

GENERAL TARIFF

**EFFECTIVE
09/27/2012**

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Section 1 - Definitions

“Berth”: that section of the wharf, including mooring facilities used by a vessel while docked.

“Cargo”: any dry bulk or liquid bulk material tendered to ECT for which ECT provides material handling services, such as, but not limited to, unloading, transferring, blending, storing, and loading.

“Day”: a 24-hour period.

“Dockage”: the daily charge assessed against a vessel for use of mooring facilities, docks, and piers or for mooring to a vessel so berthed. Berth application operates on a First Come - First Serve basis.

“Gross Registered Tonnage (GRT)”: the gross tonnage of a vessel as shown on the International Tonnage Certificate. However, ECT reserves the right to measure any vessel where it deems necessary and use such measurement as the basis by which various charges are determined.

“Laycan”: refers to the earliest date on which laytime can commence and the latest date after which the terminal may refuse to accept the vessel for which the laycan was allocated.

“Nomination”: the submission of vessels, associated particulars, estimated time of arrival, laycan window, and cargo specifications for acceptance by ECT for loading. ECT retains right to deny berthing for any reason.

“ECT”: East Coast Terminal Co., a Georgia corporation, as well as its affiliated companies.

“Tariff”: this General Tariff for East Coast Terminal Co.

“Terminal”: the East Coast Terminal Company marine terminal, located at 136 Marine Terminal Drive, Savannah, GA 31404

“Times”: all times are expressed on the basis of the twenty-four clock and preclude the use of a.m. and p.m.

“Ton”: the standard measure of 2,000 pounds unless otherwise states.

“Vessel”: any ship, tug, towboat, barge or other watercraft, self-propelled or non self-propelled.

“Wharfage”: a charge assessed against the cargo on all cargo transferred aboard or off-loaded from any vessel berthed at either Docks 2, 3 or 4. The term “WHARFAGE” as used in this tariff, means the use of the wharves in the receipt from or delivery to ships, barges or other water craft while lying alongside the terminal at ECT, including traffic received from or delivered to barges, lighters, or other water craft lying alongside of such vessels or taken from or delivered to the water. No charge will be made for wharfage on ship’s supplies, other than on bunker fuel handled over or pumped over or under wharves. Wharfage is solely the charge for any other service, and will be assessed against the vessel’s local agent, the vessel and her owner.

“Storage” The term storage as used in this tariff means the actual physical keeping of freight or cargo in or upon designated areas of the wharves and transit sheds, owned or operated by ECT

Section 2 - General Terms and Conditions

The following General Terms and Conditions of this Tariff shall apply to all customers of ECT, such as but not limited to vessels, agents, railroads, and shippers of Cargoes that call at the Terminal for material handling services.

A. Rules and Regulations

44-100. Port Authority

The specific rules and regulations for Docks 2, 3 and 4 are established by ECT.

44-105. Consent

The use of the Terminal’s Dock 2, 3 and 4 port facility shall constitute a consent to the terms and conditions of this Tariff and all amendments or re-issues, and further evidences an agreement on the part of all vessels, their owners or agents/operators to pay all charges and to be governed by all rules and regulations contained in this circular in addition to applicable rules and regulations issued by governing federal, state, county or city agencies.

44-110. Contractual Obligations

If, from time to time, ECT enters into contractual relationships with other third parties, the terms and conditions contained within this Tariff shall be subordinate to any specific term or condition contained in that particular contract. When a conflict arises between a contractual term or condition and this Tariff, the contractual term or condition shall take precedence.

44-115. Payment of Charges

All bills rendered by ECT are due upon receipt. Any invoice issued by ECT, which is not paid within the credit terms specified, shall be considered delinquent with interest on the unpaid balance of 1.5% per month or the maximum rate permitted by law. Such delinquent charges shall accrue from the first day of delinquency to receipt of payment or credit by ECT. Apart from its right to be fully indemnified to include attorney's fees and expenses, should ECT itself bring suit to collect any monies due to enforce any provisions or remedy any default under its rules and regulations, ECT shall be entitled to recover from the party against whom suit is brought, in addition to its remedies at law and equity, its court costs, reasonable attorney's fees and expenses.

ECT reserves the right to estimate and collect in advance all charges which may accrue against agents or against cargo loaded or discharged by such vessels or other users of the facilities of ECT, whose credit has not been properly established with ECT or who have habitually been on the delinquent list. Use of the facilities may be denied until such advance payment of deposits are made. ECT reserves the right to apply payment received against the oldest bills rendered against common carriers, vessels, their owners and /or agents or other of the facilities.

44-120. Damages

The Master of each vessel using the Terminal is solely responsible at all times for the safety, security, correct navigation, mooring and handling of that vessel. Additionally, the Master is responsible for the safe and efficient management of the vessel and her cargo during cargo handling operations while alongside the Terminal berth. The owners, agents and/or operators of any vessel which causes loss, damage or injury to any ECT property, personnel or contractors shall fully indemnify ECT for the extent of such loss, damage or injury whether or not such damage is caused by customers of ECT, their agents or representatives participating with such customers, their agents or representatives in their use or occupancy. Such damage will result in replacement or repair as appropriate, at ECT's sole discretion, and the full cost without depreciation thereof will be billed against the vessel, owners, agents and/or operators including attorney's fees and other legal costs.

Terminal shall not be responsible for injury to or loss of any cargo being loaded or unloaded at the facilities, nor for injury to or loss of cargo on or in its facilities by fire, leakage or discharge of waters from fire protection sprinkler system; collapse of buildings, sheds, platforms, wharves, subsidence of floors or rats, mice, moths, weevils, or other animals or insects; frost or the elements; nor shall ECT be liable for any delay, loss or damage arising from combination of strikes, tumults,

insurrections or acts of God, nor from any the consequences of these contingencies.

44-125. Disclaimer

ECT shall not be responsible or liable for any expense, damage, delay, detention, or loss of despatch time incurred by any shipper, vessel, vessel owner, charterer, or any other party for any cause other than when such cause is the sole fault of ECT.

44-130. Interpretation

ECT reserves to itself the right to interpret and apply the Tariff in its sole discretion.

44-135. Hold Harmless Clause

TO THE FULL EXTENT PERMITTED BY LAW, EACH VESSEL, OWNER, AGENT, OPERATOR OR OTHER USER OF THE TERMINAL (“USER”), ON BEHALF OF ITSELF, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY INDEMNIFIES, DEFENDS AND HOLDS HARMLESS ECT, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY, CLAIM, DEMAND, ACTION, JUDGMENT, EXECUTION, COST OR EXPENSE OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO DEATH, BODILY HARM OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN CONNECTION WITH THE USER’S USE OF THE TERMINAL AND USER’S OPERATIONS THEREIN AND ADJACENT THERETO. THE COSTS AND EXPENSES NOTED ABOVE SHALL INCLUDE, BUT NOT BE LIMITED TO, REASONABLE ATTORNEY’S FEES AND COURT COSTS.

44-140. Dumping into Waters

The dumping or overflow of oil, oily wastes, grease, trash, plastics, garbage or other objectionable matter into the waters at East Coast Terminal Company facility is prohibited by federal, state and city laws and ordinances. Those responsible for such illegal dumping shall be responsible for payment of the cost of removing such objectionable matter and any fines, penalties, or other costs resulting from the dumping. All U.S. Coast Guard regulations pertaining to waste reception facilities must be observed.

44-145. Air Pollution

The blowing of tubes or any other pollution by vessels calling upon the ECT Marine Terminal waters is prohibited.

44-150. Fire Fighting Equipment

No person shall obstruct or interfere with the free and easy access to, or remove, or in any manner disturb any fire extinguisher, hose, hydrant or any other fire fighting apparatus installed upon or near the dock.

44-155. Site Safety

The speed limit for all motor vehicles on Terminal property is 15 M.P.H. Flagrant or persistent violators will be restricted from Terminal property.

All personnel working along the waterfront catwalks must wear an approved personal flotation device.

All personnel in the Terminal operational areas must wear a reflective safety vest, safety hard hat, and hard-toe capped safety shoes.

44-160. "Hot Work"

Hot work on any vessel is not permitted except in case of emergency, and, with the approval of ECT and the Coast Guard. Hot Work on ECT's facilities in the waterfront area will be permitted providing cargo is not being transferred at another ECT dock or a neighboring dock and with the approval of the ECT and the Coast Guard. Any hot work on ECT facilities requires a written permit which can be obtained from ECT Security.

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44-165. Garbage, Medical and Hazardous Waste

All vessels mooring at the Terminal shall comply with all applicable United States Public Health Service regulations. Agents or owners of vessels requiring garbage, medical or hazardous waste pickup will be responsible for such action. APHIS garbage as defined in Annex V of MARPOL 73/78 is now regulated by the Department of Agriculture and a U.S. Coast Guard Port Certificate of Adequacy. A contractor, duly licensed, and approved for disposal of APHIS garbage, will be selected through the vessel's agent, who will make arrangements for this service while berthing in the port.

Under the provisions of Annex I of the International Convention for the Prevention of Pollution (MARPOL 73/78) and the United States Coast Guard implementing regulations (33 CFR 158), all terminals and ports which receive oceangoing vessels of 400 gross tons or more must make provisions for adequate oily waste reception facilities.

The following firms are certified to contract its services for the receipt of oily waste at the ECT port and marine terminal facility, and are subject to applicable regulations for the transfer of oil (33 CFR 154-156):

Moran Environmental Recovery

2600 Seaboard Coastline Drive
Savannah, GA 31415
912 232-3224

Under the provisions of Annex V of MARPOL 73/78, terminals and ports must ensure the availability of facilities to receive ships generated garbage. Garbage is defined as "all kinds of victual, domestic, and operational waste, excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically.

The following firm is certified to contract its services for the receipt of vessel generated garbage, and is subject to the applicable regulations for the collection and disposal of such wastes (33 CFR 1515, 155 & 158):

International Waste Control
10418 New Berlin Road
Unit 218-220
Jacksonville, FL 32226-4215
(904) 696-9694, (800) 554-7041

44-170. Fire Signaling

In the event of fire occurring on board a vessel, such vessel shall sound five prolonged blasts of the whistle or siren, durations of 4 to 6 seconds each, as an alarm. Such signals shall be repeated at intervals to attract attention, and is not a substitute for but shall be used in addition to other means of reporting a fire.

44-175. Draft

Due to the vagaries of weather and tides, ECT makes no guarantees regarding water depth alongside the berth. The Terminal does not incur liability to vessels, vessel owners, charterers, or cargo owners for any damage resulting from grounding while a vessel is berthed at any of the docks for which these Rules apply.

44-180. Security

The entire East Coast Terminal port facility is a restricted area. Any vessel crew member requesting access through the facility must notify ECT Security as stated in the completed Declaration of Security (DOS) prior to disembarking and be escorted by a TWIC credentialed individual.

Crew members must present a valid shore leave pass and laminated photo ID to depart and gain access back onto the ECT facility. If a vessel crew member exits the vessel without permission from ECT Security, such action will be considered a Breach of Security and the crew member will be removed from the Terminal to the vessel and not allowed to exit the vessel again during the vessel's stay and ECT shall place at vessel owners and agents expense a gangway security guard to ensure compliance.

Entry Point to Terminal– Unless otherwise noted by the ECT Stevedore Shift Supervisor, the entry point to the Terminal will be at the exit of the gangway where it meets the dock. Vessel personnel may be directed to the Terminal Dock Office where they will be escorted off the Terminal property by ECT Security or approved transportation agency.

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44-183. Insurance Requirements

Prior to facility access, a current Certificate of Insurance furnished by your insurance company meeting the minimum coverage limits and showing "East Coast Terminal Co., Savannah Bulk Terminal, LLC, East Coast Terminals Associates, LTD and Peoples Industries, Inc and its subsidiaries and affiliates as "Certificate Holder" must be on file. Access to East Coast Terminal Co. will be denied if insurance requirements are not current and compliant.

CERTIFICATE OF INSURANCE

• Prior to access, the Vendor/Supplier/Contractor/Agent shall provide an acceptable Certificate of Insurance which demonstrates proof of insurance coverage. The following insurance minimum limits of coverage are required:

Coverage/Minimum Limits

• Comprehensive general liability, with broad form property damage and personal injury insurance with coverage to include premise operations, products liability, completed operations hazard, contractual liability (specifically insuring the liability assumed hereunder) and independent Subcontractors. Combined bodily injury and property damage coverage shall have minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

• Comprehensive automobile liability insurance with coverage to include any vehicle. Combined bodily injury and property damage coverage shall have a minimum liability limitation of \$1,000,000 per occurrence.

• Worker's Compensation & Employers Liability Insurance with minimum Employers Liability limits of \$500,000 each accident/ \$500,000 policy limit/ \$500,000 each employee.

If work is to be accomplished on ships, docks, piers, or cargo warehouses, then coverage under the Longshore & Harbor Workers' Compensation Act must be shown on the Certificate of Insurance.

Additional Required Information

The valid certificate of insurance from the insurer or insurers evidencing coverage's as listed above must:

• Have the provision that the insurer or insurers shall notify East Coast Terminal Co. at least thirty (30) days prior to the time of any cancellation or reduction of coverage.

• Show "East Coast Terminal Co. and its affiliates" as additional named insured on the Certificate of Insurance for comprehensive general liability and automobile liability.

• Show a Waiver of Subrogation against "East Coast Terminal Co. and its affiliates" under Worker's Compensation.

44-185. Shipping Agents

Upon an agency's appointment for a vessel, said agency will promptly notify ECT'S Traffic Department via phone or via fax or email (see contact list) of such appointment and the estimated time of arrival ("ETA") of the vessel. A Cargo load / discharge plan and rotation will be required a minimum of 96 hours before

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the arrival of the vessel. The agent is responsible for notifying the vessel of the rules and regulations for the Terminal contained herein in this Tariff.

Credit approval for shipping agents desiring to handle vessels at the Terminal must be approved by ECT prior to the docking of the vessel. Approval may be obtained by:

- a. Posting a bond equal to the estimated vessel charges anticipated to be outstanding at a given time.
- b. Payment in advance of anticipated charges for each vessel.
- c. Establishing an approved credit line and payment terms prior to the docking of a vessel. Credit is extended to the agency, not the vessel. The agent is responsible for all payments within credit terms even if not reimbursed by the vessel.

Any agency approved for credit that fails to maintain a current status will be required to prepay future vessels and pay all delinquent charges.

- d. Payment terms are net due upon receipt of invoice by wire transfer.

The vessel agency is responsible for the payment of all vessel bills.

44-190. Vessel Size

Unless prior approval is requested and granted by ECT in writing, vessels shall not exceed the following dimensions:

Length overall ("LOA"):	750 feet
Beam:	106 feet
Water Line to top of hatch coaming: (at mean low tide)	45 feet

44-195. Ability to Load / Discharge Cargo

All vessels shall be expected to begin transferring cargo promptly upon docking and shall vacate the berth as soon as cargo transfer is complete. Any vessel not actively engaged in the transfer of cargo must promptly yield the berth, at the option of the terminal.

44-200. Vessel Trimming

ECT will have no obligation to trim cargo other than spout trimming, unless otherwise arranged in writing in advance with an authorized ECT employee.

44-205. Demurrage and Despatch

Demurrage and Despatch if applicable shall be determined on a per day basis or any part thereof. The rates shall be based on the charter party, despatch to be 50% of demurrage.

44-210. Removal of Vessels

- a. Whenever it is deemed necessary and advisable, by either a governmental entity, United States Coast Guard, or ECT, the vessel may be ordered to shift her berth to another berth or port. ECT shall provide written notice to shift berths to the Master or person in charge, who shall then take immediate steps to comply with the order. In case the vessel fails to comply with the order, ECT shall have the right to cause the vessel to be removed as ordered at the risk and expense of the vessel in question.

ECT has the right to take whatever action is necessary to remove a vessel from the dock. ECT shall not be liable for any costs or other consequences resulting in the vessel's removal. The vessel shall reimburse ECT for any cost incurred in the vessel's removal.

44-215. Vessel Duty Officer

A Duty Officer appointed by the Master must be on watch at all times to continually supervise cargo operations and to monitor safety and environmental conditions. Sufficient crew must always be available to deal with emergencies, shifting of vessel, tend mooring lines, tend gangway, open or close hatches and in general to ensure the safe and efficient management of the vessel at all times.

44-220. Force Majeure

Performance by the Terminal is excused to the extent such is prevented or delayed by acts of god, storms, floods, wind, fires, explosions, damage, breakdown or repair of plant, or equipment, ship damage, wars and international conflicts

(declared or undeclared), riot, insurrection, piracy, public enemies, civil commotion, strikes, lockouts and labor disturbances, laws, government or governmental agents, master, crew, tug boats, or pilots or any other cause, whether similar or dissimilar (except financial) beyond ECT's control.

B. Charges Applicable to Vessels

44-300. Dockage

Dockage charges shall apply as follows:

Each day or fractional part thereof will be assessed per Gross Registered Ton (GRT) as follows:

GRT	Rate Per GRT
≤ 15,000	.32
>15,000 ≤25,000	.28
>25,000	.235

Early Dockage

Vessels making regularly scheduled calls to the facilities of East Coast Terminal Co. may be granted early dockage, subject to the following conditions:

1. Availability of the berth and approval of the Terminal Manager
2. Docking is done in the evening prior to working the following morning and with labor scheduled not later than 0800 hours the following morning.
3. Dockage charge will commence at 0600 hours.

Idle Dockage

Vessel making regularly scheduled calls to East Coast Terminal Co. may be granted, upon request, idle dockage at one-half the published tariff rate for dockage, subject to the availability and the discretion of the Terminal Manager.

Dockage charge on barges will be based on the total hull capacity of the barge, in cubic feet, estimated at 100 cubic feet total the net tons, i.e. for example, a barge having hull capacity (exclusive of the rake, i.e., the bow and/or stern space in which cargo cannot be stowed) of a length of 200 feet, width of 30 feet and depth of 20 feet, would be computed at a total of 120,000 cubic feet (200'x30x20')

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equaling 1200 tons, which is the Hull Tonnage used in assessing the Dockage Charges.

44-305. Potable Water

A charge for water shall be made at the rate of \$4.95 per short ton. Minimum charge shall be \$150.00

44-310. Wharfage

Wharfage for dry bulk materials shall be \$1.58 per short ton and wharfage for liquid cargo shall be \$1.75 per short ton.

44-315. Vessel Seizure / Arrest

A Charge of \$1,000.00 per hour or a portion thereof will be charged for vessels seized or arrested by legal process while moored at ECT'S Marine Terminal. The charge will be assessed while the vessel is in custodia legis. Additionally, legal expenses to have the vessel removed or to collect charges will be assessed. The rate of \$1,000.00 per hour or a portion thereof which will be charged for vessel delay or for failure to commence loading / discharge or for failure to vacate the berth or for arrest by legal process while moored at the Terminal against the vessel or its owners, operators or agents is agreed as the rate for minimum damages and the parties agree that this amount represents a minimum estimate of damages to ECT'S facilities because of the vessel's failure to vacate or delay or other grounds for the charges. This charge does not constitute a waiver by ECT of any greater damages it may sustain as a result of the vessel's failure or refusal to vacate the berth or for other acts for which such charges may be made. Such failure or refusal to vacate the berth shall constitute a trespass entitling ECT to compel removal of the vessel from the berth.

When any vessel refuses to vacate its berth when ordered to vacate, the vessel, its owner or operator and agents individually and collectively shall be bound to indemnify, defend and hold harmless ECT against any and all claims by incoming vessels assigned to the same berth which are delayed by the failure of the vessel to vacate and this obligation to indemnify, defend and hold harmless shall apply notwithstanding any alleged fault whether sole or concurrent on the part of ECT.

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44-320. Line Handling Charges

Line handling is done by ECT employees at a cost to the vessel or barge company as follows: for mooring upon vessel arrival and unmooring upon vessel departure.

Mooring & Unmooring Vessels at East Coast Terminal Company

	Straight Time	Overtime	No Work Days
Mooring:	\$504.00	\$685.00	\$993.00
Unmooring:	\$254.00	\$348.00	\$493.00
Shifting from			
Berth to Berth	\$572.00	\$775.00	\$1,129.00
Extra Men	\$32.05	\$43.25	\$64.10
(Add Two (2) Extra Men @ 4 Hrs. Each x S/T or O/T Rate at ECT			
 TOTAL S/T-O/T			
DOCKING	\$760.40	\$1,031.00	
TOTAL S/T-O/T			
UNDOCKING	\$510.40	\$694.00	

44-325. Terminal Security Surcharge

A security surcharge will be assessed and collected from all vessels and barges utilizing the services of the ECT terminal. The security surcharge is assessed to recover costs incurred for security assessments, security plans, security equipment purchase, installation and maintenance of security equipment and staffing required to implement and maintain monitoring and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulations specified in 33 CFR 105, excluding gangway security as directed by the United States Coast Guard or governing agency.

The security surcharge will be assessed against ships and barges at a rate of \$0.19 per manifested metric ton; and will be assessed in addition to all other fees which may be due under this tariff.

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