

APS EAST COAST, INC.
Tariff Code
Rule Report
APS ATLANTIC & CHESAPEAKE TERMINAL TARIFF NO. 2
019071-002
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RULE: 34 Effective: 01Feb2021
(I)(R)

Terminal Tariffs

THE ATLANTIC AND CHESAPEAKE MARINE TERMINALS

APS EAST COAST INC.

- At -

Marine Terminal Schedule NO. 2

BALTIMORE, MARYLAND

NAMING
RATES, CHARGES, RULES AND REGULATIONS

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND
ACCURATE AND NO UNLAWFUL ALTERATIONS WILL BE PERMITTED

- Applicable At -

===== End of Rule Text =====

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RULE: 34 1 Effective: 01Feb2021
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TERMINAL SCHEDULE

This Schedule sets forth the rates, rules, regulations, practices, and contractual terms and conditions applicable whenever a Customer requests or receives access to facilities or service from APS East Coast, Inc. ("APS") at its Atlantic and Chesapeake Terminals in Baltimore, MD. It shall apply except to the extent that it is superseded, in whole or in part, by an executed written agreement between Customer and APS addressing the specific rate, rule, regulation, practice, term, or condition that is intended to deviate from this Schedule. All references to a Schedule, tariff, schedule, service, facilities, etc. of APS shall be deemed to refer to this Schedule and the rates, regulations and practices, and terms and conditions, set forth herein.

This Schedule is published and made available to the public pursuant to the United States Shipping Act, 46 U.S.C. 40101, et. seq., and shall at all times be enforceable as an implied contract between Customer and APS. Its provisions may be changed by APS from time to time without notice

other than publication of the revised provisions. The current version of the Schedule is available, upon request, at each terminal facility covered by this Schedule and on the internet at the following address: [INSERT ADDRESS WHERE PUBLISHED]

Use of the Terminal, wharves, other facilities, or property or the receipt of services under the jurisdiction of or provided by APS shall constitute a consent to and acceptance of the terms and conditions of this Schedule, as well as any rates and charges incorporated by reference and made available to Customer (including labor rates and amounts quoted by the Terminal for specific services/uses of the facilities) and evidences an agreement on the part of all vessels, their owners, charterers and agents, or other users or recipients of Services (including owners of or others with interests in cargo or equipment or both) to pay all specified charges and abide by all rules and regulations of APS and abide by the rules and regulations of this Schedule.

This Schedule does not include an expiration date.

===== End of Rule Text =====

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ACCESS AND USE

Any access to and/or use of the Terminal and/or the Services of Terminal Operator whatsoever by or on behalf of Customer shall be deemed Customer's express agreement with the provisions set forth in this Schedule, including without limitation the security provisions contained herein, and the access and use provisions of this Section. Terminal Operator may request that Customer sign a separate, written Access Agreement, prior to such access/use or otherwise, 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 purpose of determining their safety and suitability for Customer's intended access and use. 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 Terminal Operator. If the condition cannot be changed by mutual agreement so as to assure safety and suitability to Customer's satisfaction, Customer shall promptly withdraw its materials, supplies, tools, equipment, personal property, employees and subcontractors and its requested access/use shall be deemed voluntarily terminated. Once Customer begins any access or use of the Terminal whatsoever, or continues to conduct operations at the Terminal, it shall be irrevocably presumed that the the extent of any direct conflict but no further.

This Item provides general rules and requirements for access to and use of the Terminal. More specific and/or detailed requirements may be specified elsewhere in this Schedule. Compliance with this Item does not excuse failure to comply with such specific requirements, and in the event of any conflict between this Item and those provisions, those provisions shall prevail.

(a)(1) Except as stated in (a)(2) below, all access to and/or use of the Terminal and/or the services of Terminal Operator by or on behalf of Customer is agreed to be non exclusive and for the limited purpose requested by Customer and agreed by Terminal Operator. Customer understands and acknowledges that activities by Terminal Operator and others will be on-going at the Terminal, and that such activities may be dangerous to those participating and others. Customer, including its employees, subcontractors, agents and invitees, agrees to not interfere with any operations being conducted at the Terminal and to not create any danger or safety hazard whatsoever at the Terminal. Unless otherwise specifically agreed by Terminal Operator in advance, all access and use of the Terminal shall be restricted to normal working hours.

(a)(2) Ro/ro Unloading and Loading Services.

(i) The Terminal provides, on an exclusive basis, Ro/ro unloading and loading services (i.e. stevedoring services). Vessel-related Customers should directly contact the Terminal to obtain such stevedoring services.

(ii) Any other stevedoring service provider which may be granted access to operate on the Terminal will be assessed an access fee of ten dollars (\$10.00) for each import or export vehicle handled. Payment of the access fee is due within 15 days of receipt of the invoice.

(iii) Failure by a stevedoring service provider to: acknowledge and accept the indemnification terms set out in this Tariff applicable to stevedores as a "Customer", pay when due the access fee in section (a)(2)(ii), comply with the further provisions of this Rule 34-2, including without limitation sections (c), (d), (e), (g), (h), and (j), or failure to comply with the stevedoring service provider insurance requirements of this Tariff may result in denial of access to the Terminal.

(b) No Warranty: Terminal Operator makes no warranties whatsoever with respect to the Terminal or Customer's access or use thereof. It is Customer's obligation to inspect the Terminal and the areas which it intends to

Terminal was inspected and accepted by Customer as both safe and suitable for its operations,

(c) Compliance: Customer, including its employees, subcontractors and invitees, shall conform with all local, MPA, municipal, county, state and federal laws and regulations applicable to Customers operations at or concerning the Terminal, including without limitation those promulgated by the EPA, OSHA, WISHA, DOT, FMCSA, OHS and/or USCG, and shall be responsible for any violation of the same,

(d) Safety and other Rules: Customer, including its subcontractors and invitees, shall be responsible for assuring that all of its employees, subcontractors and invitees learn and obey Terminal Operator'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 required by Terminal Operator.

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

(f) No Security Provided: Terminal Operator does not provide any security for the materials, supplies, tools, equipment or personal property of Customer or any others at the Terminal. 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.

(g) Damage to Property (other than Cargo): Customer shall be responsible for, and shall indemnify and hold Terminal Operator harmless (including legal fees and costs) from and against all loss/damage to Customers owned/leased equipment and personal property, including all of its owned/leased materials, supplies, tools, equipment, vessels, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds and other equipment and/or personal property (but not Cargo, the loss and/or damage of which is addressed elsewhere herein), howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other fault of Terminal Operator. In addition, Customer shall be responsible for, and shall indemnify, defend, and hold Terminal Operator harmless (including legal fees and costs) from and against, any loss and/or damage to the personal property of others at the Terminal, including the personal property of Terminal Operator, which in any

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way arises out of and/or relates to Customers access and/or use of the Terminal or Terminal Services.

(h) Personal Injury: Customer assumes responsibility for any bodily/personal injury, illness, and/or death of its employees (including those of its subcontractors) and agrees to indemnify, defend, and hold harmless Terminal Operator (including legal fees and costs) of and from the same. In addition, Customer assumes responsibility for, and agrees to indemnify, defend, and hold harmless Terminal Operator (including legal fees and costs) of and from any bodily/personal injury, illness, and/or death of any other person at the facility which arises out of or is in any way connected with Customers access and/or use of the Terminal or the Services. The foregoing indemnification shall be deemed to include any claim or suit by any employee (present or former) of Customer, and in furtherance thereof Customer waives any immunity from suit, exclusivity of remedy and limitation of liability under any workers compensation act or similar law.

(i) Assumption of Risk: Customer specifically understands, acknowledges, and agrees that any and all providing of access to and/or use of the Terminal and/or the Services of Terminal Operator by or on behalf of Customer shall be at

Customers sole risk and expense.

(j) In addition to any other types of loss addressed herein, Customer assumes sole responsibility for, and agrees to defend, indemnify, and hold harmless Terminal Operator (including legal fees and costs) from and against all other loss, damage, expense, claim, liability, suit, fine, and/or penalty of any type or nature whatsoever which in any way arises out of and/or relates to any providing of, access to, and/or use of the Terminal, and/or the Services of Terminal Operator by or on behalf of Customer, including, without limitation, those respecting any loss/damage to the property of Terminal Operator, Customer or any other person as well as those respecting the personal injury, illness and/or death claims of any person, including without limitation of any agent, employee, representative, guest, invitee, vendor and/or subcontractor of Terminal Operator, Customer or any other person, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other legal fault of Terminal Operator. In furtherance of the foregoing, Customer shall waive 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
===== End of Rule Text =====

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DEFINITIONS AND ABBREVIATIONS

The following terms when used herein shall have the meanings designated below:

CARGO shall mean merchandise, goods, freight, material, vehicles, mail, live animals, fuel, vessel's stores and supplies and any and all property not specifically described, including any equipment associated or utilized by the foregoing, and with respect to containerized cargo shall mean the contents of the container and the container itself. Bulk cargo means cargo that is loaded or carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics.

CHECKING shall mean the service of counting and checking cargo against appropriate documents for the account of cargo or the vessel or other person obligated to pay as said herein.

CONTAINER shall mean a single, rigid, non-disposable container without wheels or bogies attached having not less than 135 cu. ft. capacity, having a door or closure that allows ready access to the cargo and having construction, fittings and fastenings able to withstand, without permanent distortion, all stresses that may be applied in normal service use of continuous transportation.

CUSTOMER shall mean any vessel, vessel owner, carrier, agent, vessel operator, vehicle, conveyance, consignor, consignee, beneficial Cargo owner, person, Cargo, equipment, chassis, or any other person or entity, including but not limited to the agents, other providers, and other subcontractors (at any level) of any of the foregoing, that uses the Terminal facilities or is provided with, benefits from, or receives any services whatsoever from the Terminal Operator, or any person or business entity who owns or claims an interest in, right to, attachment, or lien regarding any vessel, vessel equipment, equipment, or Cargo.

DIRECT shall mean a continuous operation between barge, car or truck and vessel when performed by vessels stevedores.

DOCKAGE shall mean the charge assessed against a vessel for berthing at a wharf, pier, or bulkhead structure, or bank, or for mooring to a vessel so berthed. The charge for Dockage shall be assessed at the Terminal Operators sole discretion against the vessel, its owners, or operators in accordance with the rates and charges specified herein.

FREE TIME shall mean any period specified herein during which cargo may occupy space assigned to it on the wharf free of wharf demurrage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

HANDLING shall mean the service of moving an article or package from or to ships tackle or from one location to another on the dock or wharf.

HEAVY LIFT shall mean the service of providing heavy lift cranes and equipment for lifting cargo.

HOLIDAYS shall be the following (See Note), viz.:
New Year's Day Martin Luther King Jr's
 Birthday

Lincoln's Birthday	Washington's Birthday
Thomas W. Gleason's Birthday	Good Friday
Easter Sunday	Decoration Day (Memorial Day)
Fourth of July	Labor Day
Defender's Day	Columbus Day
Election Day	Veterans Day
Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve

Presidential and Congressional Elections and any other National or State Holidays created by Executive Authority and any other legal holiday that may be proclaimed by State or Federal Authority.

NOTE: When any holiday falls on Sunday, the Monday following will be observed as the holiday.

INBOUND CARGO shall mean Cargo that has been discharged from a vessel and is to be delivered to consignee or owner thereof.

IN BULK or BULK shall mean commodities which by nature of their unsegregated mass are usually handled by shovels, scoops, buckets, forks, magnets or mechanical conveyors, and which are loaded or unloaded and carried without wrapper or container and received and delivered by carriers without transportation mark or count. (Will not apply when subject to piece count.)

MOTOR VEHICLE (or Vehicle, motorized, or vehicle) shall mean self-propelling (whether running or not running), automobiles, pleasure, passenger, commercial or freight, trailers or freight semi-trailers, not boxed or crated, set up (SU) on own wheels (when boxed or crated, Cargo, NOS rate will apply.) (Does not include agricultural, earth moving or road making equipment.)

OUTBOUND CARGO shall mean cargo that is being or has been assembled and is awaiting loading to a vessel.

O.C.P. TERRITORY is defined as origins or destinations in the United States located in North Dakota, South Dakota, Nebraska, Colorado, New Mexico and states east thereof and points in Canada east of the Saskatchewan/Manitoba boundary line.

POINTS OF REST as used herein means: (i) an area on the Terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with Terminal operations, and (ii) the actual point at which the cargo is placed. All cargo must be placed at the designated point of rest. The Terminal Operator reserves the right, upon failure of the proper party to move freight to the designated point of rest, after notice, to move the freight to another location, at the risk and expense of the owner of the freight or the carrier or person who has custody.

RECEIVING and DELIVERY CHARGES shall mean the charges assessed to cover the ordinary duties incidental to receiving goods for monthly storage, stowing and delivering ex-storage, but do not include unloading of motor vehicles or handling to or from ships tackle or to or from vehicles tail-gate.

SCRIBNER SCALE shall mean the gross contents in board feet according to the Scribner Decimal C Log Rule as set forth in Appendix E of Log Scaling and Timber Cruising, J.R. Dilworth, Oregon State University Book Stores, Inc.,

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Corvallis, Oregon, 1966 Edition.

SERVICE and FACILITIES CHARGE shall mean the charge assessed against vessels, their owners, agents or operators (See Note 2) for the use of Terminal working areas in the receipt and delivery of cargo to and from vessel and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer of cargo: (See Note 1.)

- (1) From vessels to consignees, their agents or connecting carrier, or
- (2) From shippers, their agents or connecting carrier, to vessels.

The foregoing is separate from and in addition to any wharfage, dockage, wharf demurrage, wharf storage or other individual charges provided in this Schedule.

NOTE 1: The Service and Facilities Charge does not include any amount for the separately charged services of cargo handling, loading or unloading operations, or any charge for labor other than that which is essential to performing the service.

NOTE 2: The full amount of the Services and Facilities charge shall be billed by the Terminal to, and paid to the Terminal by, the vessel, its owners, agents or operators, any contract of affreightment notwithstanding. To the extent that any contract of affreightment or other agreement establishes the responsibility as between the parties thereto for the payment of the Service and Facilities charge, such agreement shall not affect the responsibility to pay the Terminal, but shall apply only between the parties thereto to allocate or adjust the cost of the charge paid to the Terminal amongst themselves. The term Contract of Affreightment as used herein shall mean tariff, ocean rate, charter, or any other arrangements under which the vessel transports cargo.

SIDE WHARFAGE shall mean the charge assessed (on the basis of tons handled) against lighters, car floats, etc., and their owners, agents, or operators which receive or deliver cargo alongside vessels berthed at the Terminal.

STRAIGHT TIME, OVERTIME and PENALTY TIME shall mean:

- (1) Straight Time: Between the hours of 8:00 A.M. and 5:00 P.M., Mondays through Fridays, except Holidays and except for ILWU Longshoremen and Walking Bosses between the hours of 3:00 P.M. and 5:00 P.M. (see Paragraph 2 herein and Item 5).
- (2) Overtime: All work performed on Mondays through Friday not included in Paragraph (1) hereof and all work performed on Saturdays, Sundays or Holidays, except such work as is covered by penalty overtime. Overtime also includes work performed during noon meal hour, except on Saturdays, Sundays or Holidays, and work performed in excess of five consecutive straight time hours, without an opportunity to eat.
- (3) Straight Time Penalty: Rate for working explosives and other penalty cargoes.
- (4) Penalty Overtime shall mean:
 - a. Time worked through a meal hour, other than the noon meal hour.
 - b. Time worked through noon meal hour on Saturdays, Sundays or Holidays.

- c. Time worked in excess of five consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.
- d. Time worked in excess of five hours when also a meal hour.

TERMINAL as used in this Schedule shall mean those portions of the various terminals, including but not limited to the piers, wharves, bulkheads, docks, banks, dolphins and other facilities under the control of APS, including:

- (1) APS' Atlantic Terminal
- (2) APS' Chesapeake Terminal

Unless context requires otherwise, references herein to the Terminal shall also mean the Terminal Operator.

TERMINAL OPERATOR, as used in this Schedule, shall mean APS East Coast, Inc., often referred to as APS, as operator of the above Terminals.

TERMINAL STORAGE shall mean the service of providing warehouse or other Terminal facilities for the storing of inbound or outbound cargo after the expiration of free time, including wharf storage (defined below), shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made.

TON shall mean:

- (1) The term "ton" means 2000 Pounds gross weight unless otherwise provided.
- (2) The term "measurement ton" means one cubic meter. Measurement tons may be based on ships manifest or computed by using the full outside dimensions on all sides of the package.

UNITIZED CARGO shall mean cargo in individual shipping packages secured to pallets, platforms or skids capable of being handled with mechanical equipment not to exceed a four-ton forklift. Rates shall apply only when the cargo is unitized throughout the movement for which rates are applicable. Any charges for services necessary to bring cargo into conformance with this definition will be in addition to other applicable charges. The weight of the pallets, platforms or skids will be excluded when computing the weight on which charges are assessed. (This definition not applicable to cargo unitized on vessel while berthed at Terminal facilities.)

USAGE shall mean the use of the Terminal facility by any carrier engaged in water transportation, viz.: vessels, barges, and lighters, their owners, agents, or operators, to discharge or load cargoes from or to vessels, from or to place of rest on the Terminal facility, with the care, custody, control, handling, checking, delivery or assembly to be assumed and performed by the carrier at its risk and expense.

VESSEL as used herein shall mean floating craft of every kind.

WHARFAGE is the charge against a vessel, its owners or operators, on all cargo including containerized cargo, merchandise, vessels stores, fuel, and supplies received for such vessel or for loading or discharging cargo to or from a vessel while docked at the wharf. Wharfage is solely the charge for the use of the wharf and does not include

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charges for any other service. Cargo manifests or summaries are the basis of the wharfage charge and must be

WHARF STORAGE shall mean the storage of freight on the wharf

furnished to the Terminal Operator within twenty-one calendar days of sailing. Failure to submit the required manifests or summaries within the twenty-one calendar days will result in withdrawal of credit privileges, the issuance of an estimated invoice payable in full and non-refundable for wharfage based on the net registered tonnage of the vessel according to Lloyds Register of shipping and its supplements, and a possible administrative charge.

WHARF DEMURRAGE shall mean the charge assessed against cargo which remains on the wharf premises after the expiration of any free time allowed.

premises. Allowance of wharf storage, if at all, is subject to the absolute discretion of the Terminal. If wharf storage is allowed, the duration of such storage is subject to the absolute discretion of Terminal, and free time as specified herein, if any, will be allowed, and upon expiration of any such free time, demurrage as specified herein will be charged. Storage of freight anywhere off the wharf premises is subject to separate agreement between cargo and the owner of the property. Declaration and acceptance for wharf storage may be upon either a daily or monthly basis at the discretion of the Terminal.

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NON-EXCULPATORY STATEMENT

No provision contained in this Schedule shall exculpate or relieve the Terminal from liability for its own negligence

or require any person or user to indemnify or hold harmless
the Terminal from liability for its own negligence.
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APPLICATION OF RATES, RULES & REGULATIONS

(a) Except as otherwise provided herein, the applicable rates, charges, rules and regulations under this Schedule shall be those in effect at the time the charge accrues.

(b) The applicable rates, charges, rules and regulations

unloading during overtime and penalty time periods, shall be as specified in Appendix A.

(g) STAND-BY TIME AND MINIMUM HOURS:
In the following situations, vessels, their owners, agents or operators will be assessed at an added hourly rate, as specified in Appendix A:

for wharfage and service charges shall be as follows:

(1) On Inbound Cargo: The rates, charges, rules and regulations in effect on the date that vessel commences discharging cargo.

(2) On Outbound Cargo: The rates, charges, rules and regulations in effect on the date that vessel commences loading cargo.

(c) The rates, rules and regulations contained in this Schedule apply to (1) all vessels docking at the wharves of APS, and (2) cargo handled over all marine terminals of APS.

(d) Use of the wharves or marine terminals of APS. shall constitute acceptance of this Schedule and the terms and conditions named herein.

(e) In the absence of a specific commodity rate herein, a commodity shall be rated as Cargo NOS and not by analogy.

(f) OVERTIME AND PENALTY RATES:

(1) Rates named in this Schedule (including Appendix A) for services involving labor are based on current rates of pay during straight time hours. Copies of the current labor rates are available from the Terminal and shall be deemed part of the Contract between Customer and the Terminal. Overtime and labor on Saturdays, Penalty time and labor on Sundays and holidays shall be charged at the higher rates specified in Appendix A.

(2) The charge for clerical labor to check cargo to or from trucks, and labor to perform truck loading and

(1) When clerks are ordered for vessels, their owners, agents or operators and required to stand-by; (ii) for unused hours when clerks are ordered and vessel completes loading or discharging prior to completion of eight-hour minimum shift; and (iii) when clerks are ordered, but not used, vessels, their owners, agents or operators will be assessed for eight hours at the rate specified in Appendix A.

(2) If labor, other than clerks, is ordered for a specific service and for a stated time and is required to stand-by, labor charges will be assessed for the extent of time lost, at the rate specified in Appendix A. A complete schedule of rates of pay in effect may be obtained at the Terminal and is available upon request from the Terminal Operator. Such schedule, as it may be amended from time to time, is hereby incorporated by reference.

(h) ANNUAL INCREASE IN RATES AND CHARGES:

(1) Except as otherwise stated herein, the rates and charges provided in this Schedule are subject to increase, from year to year in January (starting January 2022), to reflect any percent increase in the Consumer Price Index (CPI-U Index) during the twelve-month period ending in December of the immediately preceding year or 3%, whichever is greater. Such increases in the rates and charges provided by this Rule take effect automatically and without further notice from the Terminal Operator.

(2) Nothing in this paragraph shall prohibit or limit the Terminal Operator from changing rates and charges apart from the annual increase

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ACCIDENT REPORTS

Every Customer or other user of the Terminal shall report in writing to the Terminal Operator within two (2) days after it, its officers, managing agents or any other responsible person have any knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage to property in excess of \$100.00, occurring upon the premises, or elsewhere within the Terminal if users officers, agents or employees are involved in such an

- (1) the name and address of the persons involved;
- (2) a general statement as to the nature and extent of injury or damage;
- (3) the date and hour of occurrence;
- (4) the name and addresses of known witnesses; and
- (5) such other information as may be known to user, its

accident or occurrence. Such report shall contain the following information, to the extent available, with any missing information reported as soon as known:

officers, agents or employees.
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SERVICE & FACILITIES CHARGE APPLICATION

In connection with the initial approval of a berthing application, Terminal Operator will quote a specific Service and Facilities charge to the applicant. Subsequent use of

the Terminal shall be deemed acceptance of the amount of the Service and Facilities charge, as quoted or as modified pursuant to discussions between Terminal Operator and applicant.

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DOCKAGE, DAMAGE TO DOCK/FENDER SYSTEM - PRE-REPORTING

Vessels are responsible and will be invoiced for damages, including lost business, to any Terminal facilities or structures during their occupancy of a Terminal berth.

Damages identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage, unless the Terminal is notified in writing by the vessels agent of any pre-existing damage, prior to or at tie-up.

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BERTHING ARRANGEMENTS

(a) No vessel will be permitted to berth at a wharf or other facility of the Terminal without having first made application in writing for a berth and without a berthing arrangement having been granted. The party making application for a berth must also acknowledge responsibility for payment of charges. Application must be made as far in advance as possible and in no event less than 72 hours prior to arrival. If the vessel making late application can be accommodated, the Terminal may, based on reasons it deems sufficient, in its sole discretion, waive this minimum requirement of 72 hours. Any unauthorized berthing of vessels, lighters, barges, and tugs will be assessed and invoiced in accordance with the rates provided in Appendix A. The Terminal reserves the right to remove such vessels, lighters, barges, and tugs from the facility at owner's expense.

(i) Vessels shall be moved or leave berths controlled by the Terminal Operator at the direction of the Terminal Operator. Any vessel which is not moved promptly upon notice to so move, may be shifted and any expenses involved, damage to vessels or to the wharf during such move shall be charged to the vessel or vessel operator at the Terminal's sole discretion.

(j) The Terminal reserves the right to order a vessel, which may be alongside the dock but not engaged in normal cargo operations to shift her position or vacate a berth with all expenses incurred and all risk of damage for the account of the vessel for any reason including, but not limited to:

- (1) Labor Shortages
- (2) Labor Disputes
- (3) Engine trouble
- (4) Lack of fuel or stores
- (5) Lack of cargo
- (6) Cargo operations and vessel lying idle

(b) Vessels will typically be scheduled for berthing in the order that written applications are received, subject to berth availability and operational/administrative considerations, and may be rescheduled as the Terminal may decide in its sole and reasonable judgment in accordance with the provisions of this Schedule.

(c) In the event a vessel fails to arrive on her scheduled time or is not ready to load/unload on schedule when her designated berth is available, such vessel shall lose her turn on berth and shall be required to make written application for a new berthing arrangement.

(d) If a Vessel that has scheduled vessel operations fails to give 8-hours notice of cancellation or change in operations, a short-notice charge in the amount specified in Appendix A, shall be applied against the vessel.

(e) If a Vessel gives less than 4-hours notice of cancellation or change in scheduled vessel operations a short-notice fee in the amount specified in Appendix A shall be applied against the vessel.

(f) When, for reasons over which applicant has no control, it is desired to cancel or postpone berthing assignments, due notice) shall be given at least 24 hours before scheduled berth assignment. Absent such timely notice, the Terminal Operator reserves the right to bill and collect from the Master, vessel, owner or operator a dockage charge in the amount specified in Appendix A.

(g) No person shall make any vessel fast, or cause or permit any vessel to be made fast to the wharf, or cause or permit any vessel to remain fastened to the wharf or to be or remain moored immediately in front thereof without the consent of the Terminal Operator. Any vessel made fast to or moored in front of the wharf or remaining fastened to or moored in front of the wharf, in violation of this Rule shall be subject to removal by or at the order of the Terminal Operator at the expense of such vessel, and its owner or operator, to such other place as the Terminal Operator may elect.

(h) No person shall make fast any line or moor to any wharf or dock or to any shed or tender piles supporting same, except to the mooring bollards, posts, or bits provided for that purpose.

(7) Bunker operations not completed

(k) If a vessel fails to shift or vacate a berth as ordered by the terminal, the vessel shall be subject to an additional dockage charge per hour or portion thereof, in the amount specified in Appendix A. Such dockage charge shall commence 2 hours after written orders, issued under this Schedule, are handed to the master or other officer of the vessel and shall continue thereafter until said orders have been obeyed. Such dockage charge shall be in addition to regular dockage charges named in this Schedule.

(l) The Terminal reserves the right to require a vessel occupying a berth to work at her own expense a minimum of two (2) shifts per calendar day with the maximum gangs practical, feasible and available. Should a vessel refuse or be unable to work as indicated above, she shall forfeit her turn on berth and be ordered off berth in favor of the next vessel scheduled to work. A vessel losing her turn on berth under these conditions must re-apply for a new berthing arrangement.

(m) The Terminal may change the berthing order of vessels or order a vessel off berth at the expense of the vessel when confronted by an urgent need to receive or load any cargo, import or export, or when conditions at the dock or in the Terminal will be facilitated thereby as determined in the sole and reasonable discretion of the Terminal.

(n) Vessels for which the overall length exceeds 700 feet (213.36 meters), for Chesapeake Pier or 750 feet (228.6 meters) at Atlantic Pier applying for a berth to perform Bulk or Ro/Ro loading or discharge operations, must supply the Terminal with a written berth application as far in advance as possible and in no event less than 2 weeks prior to the scheduled arrival date, and at Atlantic Pier will require, at vessels expense, additional tugs and lines. If the vessel can be accommodated, the Terminal may for good and sufficient reasons, and at its sole discretion, grant the application notwithstanding failure to meet this minimum requirement of 2 weeks. Whenever possible, the Terminal should also be supplied with a complete loading or discharge notation plan when applying for a berth.

(o) If provided for by the Reciprocal Usage Agreement or any other agreement between APS and the Maryland Port Administration, and if APS' dockage schedule allows, a carrier may utilize APS pier to load/unload cargo that is

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RULE: 34 9 BERTHING ARRANGEMENTS
(Continued...)

not processed by APS, but prior authorization from APS must be obtained before vessel can be scheduled to dock.

(p) Cargo that is loaded/unloaded at APS' pier for carrier convenience, when the MPA pier is available, but is not processed by APS, will be assessed a wharfage fee as calculated in accordance with the wharfage provisions of

this Schedule. Carrier convenience is not covered by the Reciprocal Agreement.

(q) All vessels berthed at the Terminal shall at all times have sufficient crew to comply with all rules and regulations of the Terminal Operator and of MPA.

===== End of Rule Text =====

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RULE: 34 10 Effective: 01Feb2021
(I)(R)

DAMAGE LIABILITY -- FACILITIES

(a) Every Customer or other user of the Terminal, including without limitation every vessel and its agent, owner and operator, shall be jointly and severally responsible to compensate the Terminal in full, without depreciation, for all damage to the Terminal resulting from its use of, including berthing at, the Terminal. Time is of the essence. The user expressly agrees that the Terminal has the right, at the user's expense, to promptly repair or replace, contract for repair or replacement, or otherwise cause to be repaired or replaced any such damage or destruction, and further expressly agrees to be responsible to pay the Terminal, upon demand, the full cost, without depreciation, to repair such damage or destruction, including without limitation, engineering, damage survey, project oversight, administrative and other costs. The Terminal may at its sole discretion, may provide the engineering and other services itself, in which case the cost shall be determined by the Terminal and shall be a minimum of 20 percent of the cost of using outside services. User shall be responsible to pay the invoiced amount, without regard for any right of the user to seek

apportionment, contribution or indemnity from a third party.

(b) All invoices for damage or destruction shall, without exception, be paid within 30 days of the invoice date. If an invoice is not paid in full within such 30 days, interest shall accrue on the unpaid amount, at a rate of 1.5% per month, without prejudice to other rights and remedies available to the Terminal. The Terminal may detain any vessel that causes or contributes to damage or destruction to the Terminal until sufficient security and/or assurances acceptable to the Terminal are provided to pay the full cost of repair or replacement of such damages or destruction, and may deny subsequent entry to the vessel or Vessel Line until Terminal is paid in full.

(c) Any dispute arising out of this Item not resolved by the Parties shall be resolved pursuant to the dispute resolution provisions of Item 61 herein, and the prevailing party shall be awarded its attorney's fees and costs. The commencement or pendency of a dispute resolution mechanism shall not suspend or affect application of this Item.
===== End of Rule Text =====

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RULE: 34 11 Effective: 01Jun2024
(C)

COLLISION LIABILITY INSURANCE

(a) All vessels berthing at the Terminal shall maintain Marine Collision Liability Insurance with limits of at least \$3 million for each accident and \$5 million policy limits for aggregate operations on an occurrence basis with umbrella liability coverage with a limit of at least \$10 million with underwriters, deductibles and other terms satisfactory to the Terminal, and shall provide proof of such insurance acceptable to the Terminal.

STEVEDORING SERVICE PROVIDER INSURANCE

Prior to access and use of the Terminal, a stevedoring service provider must have procured insurance coverage as follows:

I. WORKERS COMPENSATION/EMPLOYERS LIABILITY:
The stevedoring service provider shall at all times maintain such workers' compensation or employers' liability insurance as may be required by law.

II. COMMERCIAL GENERAL LIABILITY:

- a. The Terminal Operator shall be named and endorsed as an additional insured with a waiver of subrogation endorsement.
- b. Combined Single Limit of Liability for Personal and Bodily Injury and Property Damage including Fire Legal

include all owned, non-owned or hired automobiles.
Combined Single Limit of Liability \$1,000,000

IV. PROPERTY INSURANCE/ALL RISK: Coverage shall be in the amount of the full insurable value of the property, including wind, flood, and earthquake insurance. Coverage shall also include the full value of the Equipment, the Improvements, personal property, as well as contents and/or cargo under Lessees care and custody.

V. TERMINAL OPERATORS AND STEVEDORES LIABILITY: The stevedoring service provider shall carry Terminal Operator's and Stevedore's Liability Insurance in an amount of not less than \$3,000,000 per occurrence.

VI. UMBRELLA LIABILITY INSURANCE: \$25,000,000 coverage of the foregoing on a form basis set forth in this Exhibit. The policy shall also schedule Pollution Liability if separately placed.

VII. CERTIFICATES OF INSURANCE: Terminal Operator shall be named as Additional Insured under said insurance and Certificates of Insurance shall be forwarded to Terminal Operator providing proof of coverage.

(b) The vessel, her owners and operators shall indemnify, defend and hold Terminal harmless (including legal fees and costs) from and against any loss, damage, expense, claim, liability and/or suit resulting from failure of vessel to

Liability as follows:

General Aggregate \$10,000,000
Each Occurrence \$5,000,000
Fire Legal Liability \$1,000,000

III. COMPREHENSIVE AUTOMOBILE LIABILITY: Coverage shall

provide insurance as required and/or resulting from the failure of vessel's such insurance, including without limitation exposure to loss, damage, expense, claim, liability and/or suit which would have been covered had insurances been procured and maintained as required.

===== End of Rule Text =====

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RULE: 34 12 Effective: 01Feb2021
(I)(R)

CHARGES WHEN SPECIFIC RATES NOT PROVIDED

(a) GENERAL. Where services are performed or provided by the Terminal for which no specific rates are shown in this Schedule, the man hour rates charged for the labor employed shall be the same as the then applicable I.L.A. labor rates for straight time, overtime and penalty time plus labor burden, plus the cost of any material used, together with the applicable charge for the use of Terminal equipment as established from time to time at the sole discretion of the Terminal Operator and set forth herein. Current I.L.A. labor rates are available from the Terminal Operator upon request and are incorporated herein by reference.

(b) USE OF TERMINAL EQUIPMENT (See Note 1)
Use of equipment not otherwise specified shall be assessed charges in accordance with Appendix A.

NOTE 1: Rates for equipment do not include service of operators. The charge for operator's service shall be assessed on a man-hour basis at the rates referenced herein.

(c) Minimum time per man: As specified in the current I.L.A. labor rates, available from the Terminal upon request and incorporated by reference herein.

(d) Computation of charges per man:

(1) Multiply the number of paid hours by, as applicable, the straight time rate: 1st Shift, 2nd Shift, or the overtime rate, at applicable rates per the I.L.A. labor rates.

(2) Travel Time at straight time hour rate, per man, per round trip, at applicable rates per the current I.L.A. labor rates.

(3) To the sum total of sub-paragraphs (1) and (2) above add: Insurance and Taxes at 50%

(4) Add the total number of hours in sub-paragraphs (1) and (2) above for Assessments at applicable rate per I.L.A. labor rates.

(5) Add mileage of 82 miles per round trip at applicable rates per the I.L.A. labor rates.

(6) Add bridge tolls per round trip at applicable rates per the I.L.A. labor rates.

NOTE 2: When the Terminal is required to pay travel time, bridge tolls, meals, and mileage to longshoremen, clerks, and other labor employed to perform the service, the amounts so expended will be billed at cost to the party ordering the operation, in addition to the man-hour rate.

===== End of Rule Text =====

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RULE: 34 13 Effective: 01Feb2021
(I)(R)

DELIVERY CHARGES-PRIVATELY OWNED VEHICLES

Owners of imported automobiles (privately owned vehicles),
will be notified by the vessel agent of the specific date or
dates that the units will be available for pick-up.

Failure by such owners to take possession on said date or
dates will result in supplemental charges to be billed to
the owner by APS on the basis of the actual cost
(applicable hourly rate times number of hours) of a
clerk-supervisor employed to effect delivery.

===== End of Rule Text =====

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RULE: 34 14 Effective: 01Feb2021
(I)(R)

DELAYS

APS, unless directly responsible for delays in loading or
unloading rail cars or other transportation equipment, will
not assume any responsibility or liability for demurrage
charges which may accrue against such equipment.
===== End of Rule Text =====

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RULE: 34 15 Effective: 01Feb2021
(I)(R)

FURNISHING OF HEAVY LIFT EQUIPMENT

(a) When the Terminal is requested by a vessel or by a person or persons to obtain and/or use equipment in the course of performing services for the vessel, person or persons making such request, and when such equipment is rented, or leased, by the Terminal from an outside source, the vessel, person or persons for whose account the equipment is obtained and/or used shall be billed in accordance with Appendix A.

(b) The charge for labor employed in connection with the use of such equipment will be calculated in accordance with the provisions of Appendix A.

(c) The minimum amount to be charged under the provisions of Paragraph (a) hereof shall in no case be less than the amount of the charge computed at the applicable rates for the equipment or services when it is specifically provided for in any other individual Rule of this Schedule.

===== End of Rule Text =====

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RULE: 34 16 Effective: 01Feb2021
(I)(R)

HAZARDOUS OR CONTAMINATING COMMODITIES

(a) The Terminal does not offer to accept or to hold on its premises any article or commodity that may affect the rate of insurance paid by the Terminal, or that may contaminate other goods or otherwise endanger property.

(b) EXPLOSIVES, viz.: Gun Powder, Blasting Powder and High Explosives, High Explosives will not be accepted by the terminal. Gun powder and blasting powder may only be

handled over, or be received on, a wharf by special advance arrangement with, and at the option of the Terminal subject to Federal, State and City Rules and regulations. If and when handled or received, the applicable rates and charges on such explosives for Service and Facilities Charges, or Wharfage shall be determined by the Terminal and communicated to the applicant, which shall be deemed accepted either by written agreement or by subsequent delivery of such explosives to the Terminal.

===== End of Rule Text =====

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RULE: 34 17 Effective: 01Feb2021
(I) (R)

HAZARDOUS SUBSTANCES

(a) Hazardous substances, as used herein, shall mean any hazardous, toxic, polluting, dangerous, or extremely dangerous substance, material or waste, whether solid, liquid or gas, which is or becomes regulated under any environmental laws or by any applicable governmental authority, including the United States, state, or any local governmental authority, or that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, lithium and lithium ion batteries, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives, mold, mycotoxins, microbial matter and air borne pathogens (naturally occurring or otherwise), pollutants, contaminants, dangerous substances or goods, explosives, radioactive materials, or any other hazardous, corrosive, flammable, irritant, strong sensitizer, or toxic material, substance or waste, which is defined by those or similar terms, or is otherwise regulated. The term includes, without limitation, any substances containing constituents of hazardous substances.

(b) Customer shall notify Terminal Operator in writing of any Cargo containing or reasonably expected to contain any hazardous substance seven (7) days prior to such Cargo entering the Terminal, or if not earlier known, within twenty-four (24) hours of discovery.

(c) Customer shall have the full and sole responsibility, at its expense, to manage and prepare all arrangements for the immediate mitigation, remediation, removal and disposal of all hazardous substances and all leaking, released, damaged or exposed hazardous or non-hazardous Cargo from the Terminal. Such arrangements shall include but not be limited to: discussions with shippers, consignees or other responsible parties; contracting with appropriately licensed, trained and insured vendors to complete the process described above; providing frequent status updates to Terminal Operator; providing all applicable and/or required documentation to Terminal Operator for all labor, equipment rental and materials provided during Terminal Operators assistance with mitigation and remediation efforts as may be agreed by and at the sole discretion of Terminal Operator; providing all applicable and/or required

all costs, penalties, fines, or other enforcement action (including without limitation attorneys fees and expert costs) resulting from hazardous or non-hazardous Cargo, or constituents thereof, on, below, within and from the Terminal.

(d) Although sole responsibility always remains with Customer, if and when Terminal Operator detects and/or determines that: (1) there is an actual or imminent leak or spill of a hazardous or non-hazardous substance; (2) Cargo is emitting an odor; or (3) Cargo has significant damage or has been involved in an incident that poses a potential significant risk or threat to the Terminal, environment, or employees, Terminal Operator shall notify Customer and has the option to, but not the obligation to, promptly take such action as is necessary and possible by Terminal Operator to mitigate and correct the violation. These actions will be at Customers sole risk and expense, reimbursable within five (5) days of a demand.

(e) Customer shall be fully responsible for the treatment, handling and disposal of all hazardous and non-hazardous substances, including all Cargo, and shall indemnify and hold Terminal Operator harmless from and against all liabilities, expenses, governmental agency fines, citations and/or violations, losses or claims resulting from the release and/or disposal of hazardous and non-hazardous substances, except in any case where Terminal Operator, or its employees, agents or sub-contractors, is deemed negligent by competent independent authority and only to the extent such losses are directly related to such negligence.

(f) Quality / Hazardous Materials Procedures / Requirements

1. Upon request from Terminal Operator, Customer (including its subcontractors and agents) shall confirm and describe in writing how they will comply with this section and Customers compliance with all environmental laws, applicable permits, and government safety-related codes and standards as they specifically apply to Customer.

2. Customer shall, with respect to all shipments of hazardous substances, review booking information, bills of lading, manifests, and Cargo packaging supplied by Customer's individual customers for compliance with

notifications regarding any release to any applicable regulatory authority, as well as providing all follow-up reporting; and indemnifying Terminal Operator for any and

current applicable IMDG Code / 49 CFR parts 100 to 199 provisions, as well as all other applicable laws.
===== End of Rule Text =====

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RULE: 34 18 Effective: 01Feb2021
(I)(R)

POLLUTION FINANCIAL RESPONSIBILITY

Vessels delivering Cargo to the Terminal shall fully comply (or hold necessary waivers) with all United States Coast Guard Regulations, and to the extent necessary, meet the requirements of IMCO and the United States Clean Water Act and carry a current United States Coast Guard Certificate of Financial Responsibility (Oil Pollution).
===== End of Rule Text =====

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RULE: 34 19 Effective: 01Feb2021
(I)(R)

NO INSURANCE PROVIDED

(a) Terminal Operator does not provide any insurance
whatsoever for the benefit of Customer, nor any insurance
whatsoever covering Customers cargo, property or personnel.

(b) Rates named herein do not include any form of insurance
and are computed at correspondingly reduced levels on the
basis of the applicability of Items 21-25, and all other
provisions herein limiting the liability of the Terminal.
===== End of Rule Text =====

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RULE: 34 20 Effective: 01Feb2021
(I)(R)

NO PUNITIVE DAMAGES

Terminal Operator shall not under any circumstances be
liable to Customer or any other user for any punitive or
exemplary damages.

===== End of Rule Text =====

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RULE: 34 21 Effective: 01Feb2021
(I)(R)

LIMITATION OF LIABILITY - DAMAGE TO CARGO

(a) COGSA (46 U.S.C. 1300 et seq.) is fully incorporated into this Schedule and shall be applicable at all times the Goods are, or are deemed, in the care, custody and/or control of Terminal Operator. Terminal shall not be liable for damage or loss to Cargo unless resulting from Terminals failure to exercise due and proper care in performing the services provided for herein. In no case shall Terminal be liable for a sum in excess of \$500.00 per package or per customary freight unit (or pro rata part thereof in case of partial loss or damage) unless the value of such goods has been declared in writing to the Terminal, specifically directed to the limitation of liability contained herein, before receipt by the Terminal, and Customer has paid the increased Rates/charges resulting from such declaration of higher value. The words "package" and "unit" include any piece, shipping unit or article of any description whether or not enclosed or boxed in whole or in part and shall include containers, vans, pallet loads, loaded platforms or skids without regard to the contents of vans or containers and the number of pieces enclosed therein and without regard to the number of boxes, cartons, pieces, or Rules on pallets, platforms or skids. In the event the value of the merchandise is declared to be in excess of \$500.00 in the manner provided for in this Rule, the merchandise so declared will be subject to an additional charge equal to 1/4 of one percent of the excess value so declared, and the liability of the Terminal shall upon payment thereof be limited to such increased declared value (or pro rata part thereof in the case of partial loss or damage).

Terminal Operator shall not be responsible in any event for any loss/damage to or in connection with the Goods if the nature or value thereof has been misstated. Terminal Operator shall not be liable to Customer or any other respecting the Goods except as set forth in this Section,

whether for loss, damage, delay, shortage, mis-delivery, failure to deliver or otherwise, and/or in tort, contract or any other theory.

In the event any damage or loss could have occurred during some other mode of transportation or while in the care, custody, or control of any other provider, including the Customer, such loss or damage shall be deemed to have occurred while in the care, custody, or control of the other provider or Customer.

(b) Customer shall incorporate in any bills of lading, way bill or other document evidencing transportation agreements entered into for the transportation of cargo for which Terminals facilities and/or services under this Schedule are employed, a provision extending to independent servants, agents and subcontractors of Customer (including Terminal, each of its subcontractors, and all of their respective agents, employees or other personnel), the benefits and limitations upon liability of Customer thereunder, which shall include, but not be limited to, the provisions of the U. S. Carriage of Goods by Sea Act ("COGSA"), incorporated and extended to apply throughout the time during which Terminal provides facilities and/or performs services under this Schedule. Any waiver by Customer of such limitation of liability provisions shall not be effective against Terminal. It is expressly agreed by the Customer that should such bill of lading, way bill or other document provisions not extend the application of the COGSA defenses to the Terminal, the Customer will indemnify Terminal for those sums that it is liable for over and above the COGSA limitation of liability defenses. When Customer accepts Cargo on an ad valorem basis, the Terminal shall not be responsible for increased liability unless Customer and Terminal agree in writing, including the extra charges to be assessed by Terminal against Customer.

===== End of Rule Text =====

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RULE: 34 22 Effective: 01Feb2021
(I)(R)

LIMITATION OF LIABILITY - PERSONS, VESSELS OR OTHER PROPERTY

Terminal shall not be liable for damage or loss to persons, vessels or property (other than Cargo), unless resulting from Terminal's negligence. Liability, if any, of the Terminal shall be in any event limited to the sum of \$1,000.00 with respect to any occurrence or series of occurrences.

===== End of Rule Text =====

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RULE: 34 23 Effective: 01Feb2021
(I)(R)

CLAIMS

Every claim for loss or damage of any type must be submitted to the Terminal Operator in writing immediately upon discovery, and in no event later than twenty (20) calendar days immediately following the event allegedly giving rise

to such loss or damage. Any failure to comply with this notice requirement shall be deemed to be, and is accepted and acknowledged by the Claimant to constitute, laches and to be materially prejudicial to Terminal Operator, and for that reason to bar such claim for loss or damage in its entirety.

===== End of Rule Text =====

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RULE: 34 24 Effective: 01Feb2021
(I)(R)

NON-LIABILITY FOR LOSS OR DAMAGE

(a) The Terminal will not be responsible or accept any liability for concealed damage or loss or for the condition of the contents of containers received in damaged condition from vessel or inland carrier.

(b) The Terminal will not be responsible or accept any liability for any loss or damage, the result of or caused by: fire or extinguishment thereof; explosion; frost; heating; leakage; evaporation; natural shrinkage; seepage, wastage or decay; pilferage; animals, including rats, mice or other rodents; insects, including moths and weevils; leakage or discharge from fire protection systems; collapse of wharves, piers or other structures; breakdown of plant,

machinery or equipment; floats, logs, or piling required in breasting vessels away from wharves or piers; dampness; floods; combinations, riots or sabotage; labor disturbances, including lockouts, picketing and strikes of any persons in its employ or in the service of others or for any consequences arising therefrom; labor shortage; insurrection or war; insufficient notification; the elements; force majeure; act of God; and any causes otherwise unavoidable or beyond control and without the fault or negligence of the Terminal, its officers, agents or employees, and in particular (but without limitation) the Terminal will not be responsible for damage by elements to goods or property which are stored in open or uncovered areas.

===== End of Rule Text =====

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RULE: 34 25 Effective: 01Feb2021
(I)(R)

NON-LIABILITY FOR SHIPPER/CARRIER FAILURES

In no event shall the Terminal be liable for loss, damage or delay arising from failure of the shipper to arrange for space on the transporting vessel, or from the failure of

any carrier to load and transport goods on the particular date or vessel nominated by the shipper or owner of such goods. In the event of any such failure, such goods shall be held subject to all of the applicable charges and provisions of this Schedule.

===== End of Rule Text =====

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RULE: 34 26 Effective: 01Feb2021
(I)(R)

OPERATIONS, WHO MAY PERFORM

APS reserves the right in every instance to furnish all
equipment, supplies and material and to perform all terminal
services in connection with the operation of the Terminal
and all related facilities.
===== End of Rule Text =====

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RULE: 34 27 Effective: 01Feb2021
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INSPECTION OF CARGO

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

(b) Customer shall be accountable for all expenses related to inspections conducted by the Terminal, Customs and Border Protection ("CBP"), other federal, state or local

authorities, and any inspections that Customer requests. Customer guarantees to pay timely all such expenses, including inspection fees, and understands it will be invoiced directly by the Terminal for expenses and fees of the Terminal and any amounts invoiced to the Terminal by others.

(c) The Terminal will make reasonable commercial efforts to notify the Customer of pre-notified CBP inspections, but whether notified or not, Customer is obligated to pay all related expenses including inspection fees.

===== End of Rule Text =====

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RULE: 34 28 Effective: 01Feb2021
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MANIFESTS OF CARGO

The vessel, its owner, operator and/or its agent shall, upon demand by the Terminal Operator before departure of a vessel, exhibit the enrollment or license of the vessel showing tonnage and furnish a copy of the manifest of cargo loaded or discharged. If the Terminal Operator does not

make such a demand before departure of the vessel, manifests or summaries of all cargo loaded or discharged at the Terminal shall be furnished to the Terminal Operator by the vessels owners or agent within twenty-one calendar days of sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.

===== End of Rule Text =====

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RULE: 34 29 Effective: 01Feb2021
(I)(R)

PAYMENT OF CHARGES

(a) Except as otherwise specified herein, all charges pursuant to this Schedule, including charges for services rendered by the Terminal, or for the privilege of using any Terminal facility, are earned and an obligation to pay arises immediately upon commencement of the service or use of the facility.

(b) All charges are due and payable to the Terminal in cash immediately upon presentation of an invoice, and in any event before the cargo leaves the custody of the Terminal. The Terminal reserves the right, at its sole and unfettered discretion, to require the payment of any and all charges in advance.

(c) All minimum charges accrue to the account of the Terminal Operator.

(d) Payment terms are cash unless the Customer, prior to the use of the Terminal facilities or services, has applied for credit, and such credit has been granted by the Terminal at its discretion and upon a showing of creditworthiness or the posting of security deemed adequate and acceptable by the Terminal. If credit is extended by the Terminal,

payment is required within fifteen (15) days of the date of the invoice. If an invoice is not paid in full within such fifteen (15) days, interest shall accrue on the unpaid amount, at a rate of 1.5% per month, without prejudice to other rights and remedies available to the Terminal.

(e) Failure to pay credit accounts within fifteen (15) days may result in cancellation of credit privileges and the re-establishment of cash terms.

(f) In addition to any other rights recognized by law, the Terminal Operator reserves the right to withhold delivery of any goods on which Terminal charges are due and payable, until those charges are paid in full.

(g) Terminal Operator reserves the right to deny to anyone the use of the Terminal until all past due accounts are paid.

(h) If the Terminal Operator commences an action to collect any past due amount, the Terminal Operator shall be entitled to recover all costs including a reasonable attorney's fee incurred in connection with collection efforts.

===== End of Rule Text =====

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RULE: 34 30 Effective: 01Feb2021
(I)(R)

RESPONSIBILITY FOR PAYMENT

Use of Terminal Facilities or service is conditioned upon satisfactory assurance of the Terminal that applicable charges will be paid when due (as defined in Item 27). The Terminal may, at its discretion, by notice to the affected party, require payment of charges in advance as follows:

1. By the vessel, its owners, operator or agents before the vessel is assigned a berth and commences its loading or unloading operations.
2. By the cargo owner, shipper, or consignee, or an agent of any of the foregoing, before cargo leaves the custody of the Terminal.

3. For all charges on perishable cargo or cargo of doubtful value and household goods.

The provisions of this Item shall govern the terms of payment by, and liability of an agent acting on behalf of a disclosed principal for charges owing from said principal as a user of Terminal facilities, notwithstanding any other provisions to the contrary in this Schedule or in any form issued pursuant to this Schedule.

The invoicing of a charge to a particular user does not release any other user responsible for the charge hereunder, and Terminal reserves the right to invoice any such user if previously invoiced users have not paid.

===== End of Rule Text =====

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RULE: 34 31 Effective: 01Feb2021
(I)(R)

SECURITY AND LIEN

(a) Customer grants Terminal Operator a lien on the Cargo while in the possession of Terminal Operator and a lien against any vessel, container, chassis, Cargo, and any equipment (individually and collectively, "Available Security") to provide security for the payment of amounts due Terminal Operator hereunder. As additional security for said amounts due Terminal Operator, Customer grants Terminal Operator a consensual lien on all Available Security of Customer concurrently or subsequently in Terminal Operators possession. Terminal Operator may assert its lien rights at any time, and in furtherance thereof may hold and/or store such Available Security until payment is received and/or sell such Available Security publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due Terminal Operator, with the balance, if any, to be remitted to Customer.

(b) Terminal Operator shall have a lien on all Available Security in its possession for any charges for services rendered, storage, demurrage and any other charges due, including all costs and legal fees associated with collection of amounts due and enforcing this lien, or any other sums whatsoever payable by or chargeable to or for the account of Available Security under any bailment, receipt or other document issued by Terminal Operator, and any contract preliminary hereto and any sums owed to Terminal Operator by the person responsible for the account of Available Security or any affiliates thereof on prior accounts or shipments, and the cost and expenses of recovering the same (for purposes of this Item 29, all such charges, fees and costs collectively the "Charges and Costs"), and may hold any or all of the Available Security until all such Charges and Costs are fully settled.

(c) If the Charges and Costs are not fully settled by the time of the Cargo release, or if the Available Security is otherwise unclaimed, after a reasonable time not to exceed

thirty (30) days after arrival at the Terminal, or the time set forth in any Applicable Rate provision, Terminal Operator may sell the Available Security privately or by public auction, or otherwise dispose of such Available Security, ten (10) days after sending the owner of record notice, via letter (U.S. Mail, postage prepaid, return receipt requested) or by actual notice by any appropriate means, of the amount of Charges and Costs owed, the date of sale and a statement informing the registered owner that if the Charges and Costs are not fully settled by the date of sale any or all of the Available Security will be sold and the proceeds of such sale will be used to settle the Charges and Costs owed plus the costs of the sale. If the owner of record does not fully settle the outstanding Charges and Costs within ten (10) days of the mailing of the notice letter or giving actual notice, the sale will proceed as described in the notice. If the sale proceeds fail to cover the outstanding Charges and Costs, Terminal Operator may recover the deficit from the party responsible for such Charges and Costs, or its affiliates owing any unsatisfied portion thereof. Sale proceeds beyond the Charges and Costs owed will be returned to the registered owner if claimed within one (1) year of the mailed notice.

(d) SECURITY. In addition, Customer grants a security interest to Terminal Operator in the Available Security and all proceeds derived from the Available Security for all charges and expenses (including money advanced and interest), whether incurred before or after delivery, and Customer agrees to execute and deliver all such documents as may be required to perfect such security interest. If Available Security is transferred from one party to another, and should the charges relating to such Available Security not be paid in full on the date of such transfer, the lien for such charges shall attach to the Available Security retained by the transferor and to Available Security transferred to the transferee. In the event a proceeding is brought by one party against the other to enforce any provisions herein, the prevailing party shall be entitled to legal fees and costs.

===== End of Rule Text =====

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RULE: 34 32 Effective: 01Feb2021
(I)(R)

REMOVAL OF RUBBISH/GARBAGE

(a) Rubbish, refuse, debris or other similar materials or objects must, upon demand, be removed from the Terminal and other areas within the confines of the Terminal by the person placing it there ("responsible party") or by the owners thereof; otherwise it will be removed at the expense of the owner or responsible party and subject to a charge as specified in Appendix A. In compliance with MARPOL 73-78, Annex V, the Terminal will, upon twenty-four (24) hours

notice, make available garbage reception facilities for disposal of vessels garbage as described in 33 Code of Federal Regulations, Part 151. Application shall be made to APS. Charges for this service will be as specified in Appendix A.

(b) No rubbish, refuse, debris or any similar materials, objects or substances of any kind shall be dumped overboard from vessels or wharfs.

===== End of Rule Text =====

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RULE: 34 33 Effective: 01Feb2021
(I)(R)

ACCESS TO SHIPPING DOCUMENTS

Vessel agents, owners and masters must permit the Terminal
Operator access to shipping documents and data relevant to
the correct assessment of charges.

===== End of Rule Text =====

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RULE: 34 34 Effective: 01Feb2021
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RIGHT TO REFUSE FREIGHT

(a) APS reserves the right without responsibility for demurrage, loss or damage, to refuse, to accept, receive, unload or to permit vessel to discharge all freight for which prior arrangements for space, receiving, unloading or handling has not been made by shipper, consignee or carrier.

(b) Without prejudice to the above, and except as otherwise agreed by APS at its sole discretion, and subject to any conditions imposed by APS, the Terminal will not accept the following types of Cargo:

1. Overweight containers exceeding the max-gross weight of

the container as marked on the container.

2. Hazardous containers with the presence or release (including a threatened release) of hazardous substances inside and/or outside of the container in violation of any laws, statutes, ordinances, regulations, rules or other governmental requirements.

3. Hazardous containers without accompanying proper documentation satisfactory to the Terminal.

4. Hazardous containers without proper placards, unless Terminal Operator is authorized, and agrees, to affix placards at Customers expense.

===== End of Rule Text =====

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RULE: 34 35 Effective: 01Feb2021
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REMOVAL OF ABANDONED CARGO

the right to remove freight or other material which in its sole and absolute judgment is likely to damage other property, to another location, at the risk and expense of

The Terminal Operator reserves the right to move abandoned cargo and dispose of or sell such cargo (including by public or private sale) 60 days after notice is given, as well as

the owner.

===== End of Rule Text =====

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RULE: 34 36 Effective: 01Feb2021
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FURNISHING OF GENERATORS AND LIGHTING

(a) If Terminal services, including loading or discharge operations, requested by the vessel, its owner, operator, agent or master, or by the owner, shipper or consignee of

(b) When vessels, their owners, operator, agents, masters and shippers or consignees of goods are requested by the Terminal to perform discharge/loading operations during night shifts, the Terminal reserves the right to waive such charges applicable to the rental of portable generators and