

LIBERTY TERMINALS  **SAVANNAH**

112 Marine Terminal Drive
P.O.BOX 516 (31402)
Savannah, GA 31404, U.S.A.
Phone: (+1-912) 341-0311
Fax: (+1-912) 341-0293
Email: savannah@liberty-terminals.com
www.liberty-terminals.com

LIBERTY TERMINALS SAVANNAH TARIFF

CHARGES, RULES AND REGULATIONS,

GOVERNING

**DOCKAGE, WHARFAGE, HANDLING,
STORAGE, HANDLING OF CONTAINERS**

AND

OTHER MISCELLANEOUS SERVICES

APPLICABLE AT

THE PORT FACILITIES OF

**THE LIBERTY TERMINALS
at Savannah, Georgia**

ISSUED: JANUARY 1, 2006

EFFECTIVE: JANUARY 1, 2006

REVISED: November 27, 2008

EFFECTIVE: January 1, 2009

LIBERTY TERMINALS LLC



LIBERTY-TERMINALS.COM

INDEPENDENT TERMINAL, STEVEDORING AND WAREHOUSE OPERATORS

TABLE OF CONTENTS

RULE: 34 – TERMINAL TARIFF	5
RULE: 34.1 – GENERAL RULES (C)	5
SYMBOLS:	5
ITEM 5 WHARFAGE	5
ITEM 10 HANDLING, LOADING, UNLOADING AND CHECKING (C)	6
ITEM 15 STORAGE	6
ITEM 20 STORAGE CHARGES (WI)	7
ITEM 21 TRANSFER OF CARGO AFTER FREE TIME	8
ITEM 22 TRANSFER OF CARGO OWNERSHIP	8
ITEM 25 STORAGE PERIOD	9
ITEM 30 FREE TIME ON CARGO	9
ITEM 35 POINT OF REST	9
ITEM 40 VESSEL	9
ITEM 45 BERTH	9
ITEM 46 USAGE CHARGE (C)	9
ITEM 50 ARRIVAL AT BERTH	9
ITEM 55 DEPARTURE FROM BERTH	9
ITEM 65 APRON, APRONWHARF, WHARF APRON	10
ITEM 70 MARGINAL TRACKS	10
ITEM 75 SWITCHING	10
ITEM 80 TON	10
RULE: 34.2 – REGULATIONS	11
ITEM 85 APPLICATION OF TARIFF	11
ITEM 90 GENERAL RESTRICTIONS AND LIMITATIONS	11
ITEM 95 CONSENT TO THE TERMS OF THE TARIFF	11
ITEM 100 SPECIAL CHARGES	11
ITEM 101 RECEIPT OF EXPORT BREAKBULK CARGO (C)	12
ITEM 102 REQUIREMENT OF DELIVERY ORDER/SHIPPING INSTRUCTIONS (C)	12
ITEM 105 REQUIREMENT OF PRIOR INSTRUCTIONS	12
ITEM 110 EXPLOSIVES, INFLAMMABLE OR OBJECTIONABLE CARGO	13
ITEM 115 FREIGHT OR CARGO LIABLE TO DAMAGE OTHER FREIGHT OR CARGO	13
ITEM 117 FUMIGATION	13
ITEM 118 INDEMNIFICATION AND HOLD HARMLESS	14
ITEM 120 INSURANCE	14
ITEM 125 LIABILITY FOR LOSS OR DAMAGE	15



ITEM 130 PAYMENT OF CHARGES AND INVOICES (C)	15
ITEM 135 DELINQUENT LIST	16
ITEM 136 CONSIGNMENT OF CARGO	16
ITEM 140 COLLECTION OF CHARGES IN ADVANCE	17
ITEM 145 APPLICATION FOR BERTH	17
ITEM 150 DEMURRAGE ON VESSELS (C)	17
ITEM 155 REQUIREMENT OF VESSELS TO WORK OVERTIME	17
ITEM 160 ACCESS TO RECORDS	17
ITEM 165 RESPONSIBILITY FOR DAMAGE TO FACILITIES	18
ITEM 170 POINT OF REST	18
ITEM 175 CHARGES, LABOR FURNISHED	18
ITEM 180 CHARGES, OTHER THAN REGULAR WORKING HOURS	18
ITEM 185 WATCHMAN	18
ITEM 190 FURNISHING SUPERVISOR	19
ITEM 195 CLEANING FACILITIES	19
ITEM 221 LESSEE RESPONSIBILITY	19
ITEM 222 CRANES	19
ITEM 225 CONTROL OF LOADING, UNLOADING AND HANDLING OF ALL CARGO	20
ITEM 226 CONTROL OF CARGO TO BE HANDLED	20
ITEM 230 PLACING, LOADING AND UNLOADING CARS	20
ITEM 235 LOADING/UNLOADING UNITS EQUIPPED WITH CARGO PROTECTING DEVICES	21
ITEM 236 MAXIMUM LOAD/HEIGHT OF CARGO IN SHEDS OR ON WHARVES	21
ITEM 240 HANDLING OF HEAVY AND BULKY ARTICLES (C)	21
ITEM 245 WORKING HOURS (C)	21
ITEM 250 DELAYS, DEMURRAGE OR DETENTION ON RAIL CARS AND MOTOR CARRIER VEHICLES	22
ITEM 251 TUGS REMAINING WITH BARGE (S)	22
ITEM 255 LIST OF HOLIDAYS (C)	22
ITEM 263 UNCLAIMED OR ABANDONED CARGO	22
ITEM 266 MINIMUM CHARGES (I)	23
ITEM 270 PASSENGERS EMBARKING OR DEBARKING	23
ITEM 275 SHIPPER REQUEST AND COMPLAINTS (C)	24
ITEM 276 LIMITS OF LIABILITY	24
RULE: 34.3 - FREE TIME AND STORAGE (I)	24
ITEM 280 FREE TIME FOR ASSEMBLING EXPORT AND OUTBOUND COASTWISE OR INTERCOASTAL CARGO (C)	24
RULE: 34.4 0 – DOCKAGE CHARGES (I)	26
ITEM 295 DOCKAGE CHARGES (I)	26
ITEM 296 EARLY DOCKAGE	26
ITEM 300 HULL TONNAGE OF BARGE	26
ITEM 305 USAGE FEE (C)	27



RULE: 34.5 – MISCELLANEOUS SERVICES	27
ITEM 310 TERMINAL AND BERTH CLEANING FOLLOWING VESSEL OPERATIONS	27
ITEM 315 FRESH WATER (WI)	27
ITEM 320 MISCELLANEOUS SERVICES	27
ITEM 325 SHIPSIDE DELIVERY	30
RULE: 34.6 – CHARGES FOR WHARFAGE, HANDLING AND STORAGE (WI)	30
ITEM 351 ARTICLES, NOT OTHERWISE SHOWN (I)	30
ITEM 355 ALCOHOLIC BEVERAGES (I)	30
ITEM 356 BOATS, YACHTS AND/OR HULLS RATE IN DOLLARS PER UNIT	31
ITEM 393 CHEMICAL, (Not Otherwise Shown) (I)	31
ITEM 395 CLAY, in standard packages (I)	31
ITEM 427 GRANITE, MARBLE, BLOCKS (I)	32
ITEM 440 METAL ARTICLES (WI)	32
ITEM 454 MACHINERY, MACHINE OR PARTS	33
ITEM 490 STARCH (I)	34
ITEM 495 VEHICLES, AIRCRAFT AND PARTS (I)	34
ITEM 595 WHARFAGE, HANDLING AND STORAGE (C)	34
RULE: 34.7 – SECURITY SURCHARGE (A)	35
RULE: 34.8 - CONTAINER CHARGES AND FREE TIME (I)	35
ITEM 600	35



RULE: 34 – TERMINAL TARIFF	
ISSUED: January 1, 2006	EFFECTIVE: February 1, 2006
REVISED: January 10, 2008	EFFECTIVE: February 1, 2008
For application of individual charges, consult the subrules contained herein.	

RULE: 34.1 – GENERAL RULES (C)					
ISSUED: January 1, 2006	EFFECTIVE: February 1, 2006				
REVISED: August 1, 2006	EFFECTIVE: September 1, 2006				
REVISED: June 24, 2008	EFFECTIVE: June 24, 2008				
<p>SCOPE:</p> <p>The rules, regulations, conditions, commodity rates and/or charges set forth in this tariff apply to or from the following terminal(s):</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>NAME</u></td> <td style="text-align: center;"><u>ADDRESS</u></td> </tr> <tr> <td>Liberty Terminals Savannah LLC</td> <td>P.O. Box 516 Savannah, GA 31402 112 Marine Terminal Drive Savannah, GA 31404</td> </tr> </table>		<u>NAME</u>	<u>ADDRESS</u>	Liberty Terminals Savannah LLC	P.O. Box 516 Savannah, GA 31402 112 Marine Terminal Drive Savannah, GA 31404
<u>NAME</u>	<u>ADDRESS</u>				
Liberty Terminals Savannah LLC	P.O. Box 516 Savannah, GA 31402 112 Marine Terminal Drive Savannah, GA 31404				

SYMBOLS:
(A) Denotes Addition (I) Denotes Increase (C) Denotes Change in wording, which results in neither increase nor decrease in rates or charges. (D) Denotes Deletion (WI) Denotes Change in wording and increase in rates or charges.

ITEM 5 WHARFAGE
 The term "WHARFAGE" as used in this tariff, means the use of the wharves in the receipt from or delivery of traffic to ships, barges or other water craft while lying alongside the terminal at Liberty Terminals Savannah, 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



RULE: 34.1 – GENERAL RULES (C)

assessed against the vessel's local agent, the vessel and her owner.

ITEM 10 HANDLING, LOADING, UNLOADING AND CHECKING (C)

The term "HANDLING" as used in this tariff, means the checking, physical handling or movement of cargo between shipside and railcars, shipside and motor vehicles, shipside and storage, railcars and storage, motor vehicles and storage or loading and unloading of cars or tailgate receipt or delivery to motor vehicles. Handling as defined herein does not include the vehicles. (Handling as defined herein does not include the loading or unloading from or to open top railcars or trucks placed at shipside or on marginal tracks when the service is performed by ship's tackle or crane direct without any other intermediate agency, facility, or mechanical equipment and without expense to Liberty Terminals Savannah to perform the service of loading or unloading from or to box cars or closed trucks at shipside) or on marginal tracks, that service is included in the term "HANDLING". Handling as defined herein does not include the segregation or separation of freight at the terminal.

When import breakbulk cargo is discharged at the terminals operated by Liberty Terminals, the handling charges will be invoiced to the bill-to party indicated on the manifest.

When export breakbulk cargo is received at Liberty Terminals Savannah, the handling charges will be invoiced to the bill-to party indicated on the dock receipt. This same party will be responsible for any storage charges incurred.

Bill-to parties must have established credit with Liberty Terminals Savannah, or made otherwise satisfactory arrangements for payment with Liberty Terminals. For accounts, which have not established credit with Liberty Terminals, charges may be prepaid by bank draft or wire transfer. If the bill-to-party is not identified or if satisfactory payment arrangements have not been made, cargo will be placed on HOLD until payment responsibility is determined.

ITEM 15 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 Liberty Terminals Savannah.



RULE: 34.1 – GENERAL RULES (C)

ITEM 20 STORAGE CHARGES (WI)

Freight held in or on Liberty Terminals Savannah premises in excess of Free Time allowed is subject to storage charges provided in this tariff, or at the option of LIBERTY TERMINALS SAVANNAH may be sent to a commercial storage facility at the expense and risk of the owner.

(Subject to Subrule 34.2 Item 276 herein)

The storage charges on breakbulk cargo stated in this tariff are for each calendar month or fractional part thereof. Unless otherwise indicated, storage on export cargo will cease to accrue when cargo is either stuffed in or on a container or loaded aboard a vessel.

Storage will be calculated on a calendar month basis using the rates in Rule 34.6.

The storage charges on breakbulk cargo stated in this tariff are for each calendar month or fractional part thereof, unless otherwise indicated. Storage on export cargo will cease to accrue when cargo is either stuffed in or on a container or loaded aboard a vessel.

Storage will be calculated on a calendar month basis using the rates in Rule 34.6 for the first calendar month.

After the first calendar month, cargo in storage will be assessed as follows:

Second Calendar Month -	Base Tariff Rate Plus 10%
Third Calendar Month -	Base Tariff Rate Plus 15%
Fourth Calendar Month -	Base Tariff Rate Plus 50%

Each Calendar Month Thereafter - Base Tariff Rate Plus 100%

On imported breakbulk cargo, the calculation of storage and free time is based upon the first 7:00 AM after the departure date of the vessel, and the actual date such cargo departs the terminal. On cargo which is unloaded from containers by Liberty Terminals Savannah, the calculation of storage and free time is based upon the first 7:00 AM after the container is unloaded. If after the free time has expired, the first day of storage falls between the 1st and 15th day of a month, a full month's storage will be assessed, If that first day falls between the 16th and last day of that month, one-half of the applicable rate, subject to one-half of the storage minimum charge in Rule 34.1, will be assessed for the balance of that month.

On exported breakbulk cargo, the calculation of free time and storage is based upon the first 7:00 AM after receipt. On cargo which is loaded into containers by Liberty Terminals Savannah, the calculation of free time and storage is



RULE: 34.1 – GENERAL RULES (C)

based upon the first 7:00 AM after cargo is received and the date the container is loaded. If after the free time expires, there are 15 days or less remaining in the first month, Liberty Terminals Savannah will assess one-half of the applicable rate. If more than 15 days are remaining, the full rate will be assessed.

If storage results because the cargo is rolled to another vessel, relief should be sought from the steamship line, as Liberty Terminals Savannah will hold the cargo owner or their agent responsible.

On imported cargo, the calculation of storage and free time is based upon the first 7:00 AM after the vessel completes discharge and the actual date such cargo departs the terminal. If, after the free time has expired, the first day of storage falls between the 1st and 15th day of a month, a full month's storage will be assessed. If that first day of storage falls between the 16th and last day of that month, one-half of the applicable rate, subject to one-half of the storage minimum charge in Item 266 will be assessed for the balance of that month.

On exported cargo, the calculation of storage and free time is based upon the first working day of the vessel and the actual date of cargo arrival. Calculating backwards from the first working day, if after free time has expired, the first day of storage falls between the 1st and 15th day of a month, storage will be assessed one-half of the applicable rates, subject to one-half of the storage minimum charge in Item 266. If that first day of storage falls between the 16th and the last day of the month, a full month's storage will be assessed.

Storage charges are assessed based on "per short ton" of cargo unless otherwise noted

ITEM 21 TRANSFER OF CARGO AFTER FREE TIME

If, after free time expires, the Terminal physically transfers either export cargo from storage to a point of rest, or import cargo from a point of rest to another on-terminal storage area, a transfer charge, consisting of one handling and, when applicable, one drayage, will be assessed to the owner of the cargo or its designated agent. If another on-terminal storage area is not available, the Terminal, may at its option, transfer said cargo to private off-terminal commercial facilities. Also on cargo transferred within free time, but which remains in storage after free time has expired, the Terminal may, at its option, assess one handling and, when applicable, one drayage charge, as if the transfer occurred after the expiration of free time.

ITEM 22 TRANSFER OF CARGO OWNERSHIP

When ownership of cargo in storage is transferred from one party to another party, a new storage is transferred from one party to another party, a new storage period will not begin until the storage period in effect expires. All accrued charges up to the time of filing of such transfer or to the end of said storage period will be for the account of the party in whose name the cargo was stored prior to the filing of the transfer order. There will be no additional free time given after ownership is transferred.



RULE: 34.1 – GENERAL RULES (C)

ITEM 25 STORAGE PERIOD

A period of storage based on each thirty days or fractional part thereof unless otherwise specified. (See Item 20)

ITEM 30 FREE TIME ON CARGO

The specified period during which cargo may occupy space assigned to it on terminal property free of storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. (See Items 280, 285 and 290)

ITEM 35 POINT OF REST

The area on the terminal facility assigned for receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee, and the area which is assigned for the receipt of outbound cargo, from shippers for vessel loading.

ITEM 40 VESSEL

Any ship, tug, towboat, packet, barge, lighter or other water craft, self-propelled or non-self-propelled.

ITEM 45 BERTH

The term “BERTH” means the section of a wharf including mooring facilities and water used by a vessel while docked at wharf.

ITEM 46 USAGE CHARGE (C)

The charge assessed to the Shipping Line, Shipper, Consignee, or Forwarder etc., for use of Liberty Terminals Savannah’s pier apron, berthing facilities, roads, lighting, utilities, etc., for the physical handling of cargo to or from a stowed vessel position and point of rest. This charge is assessed on a metric ton basis.

ITEM 50 ARRIVAL AT BERTH

The time at which an incoming vessel moors to her berth.

ITEM 55 DEPARTURE FROM BERTH

The time at which an outgoing vessel departs from her berth.

ITEM 60 DOCKAGE

The term “DOCKAGE” as used herein means the charge made or assessed against a vessel for berthing or making fast to any dock, wharf, pier, mooring device, or other facility of the terminals and shall apply to any vessel making fast to another vessel so berthed.



RULE: 34.1 – GENERAL RULES (C)

EXCEPTION: Barges moored alongside of vessel at the piers for the sole purpose of transferring cargo to or from such vessels, also landing tows, will be exempt from dockage charges.

Vessels (other than barges), berthing at terminals and then proceeding to dry docks and returning to docks to load outward within seven (7) consecutive days, will be counted as on a continuous voyage and will be assessed as if vessel had remained at the terminal.

ITEM 65 APRON, APRONWHARF, WHARF APRON

That part of the wharf structure lying between the outer edge of the caplog and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.

ITEM 70 MARGINAL TRACKS

The railroad tracks on the apron wharves.

ITEM 75 SWITCHING

Switching is a charge made for the movement of cars within the switching limits of the terminal.

ITEM 80 TON

The short ton of two thousand (2,000) pounds, unless otherwise specified.



RULE: 34.2 – REGULATIONS	
ISSUED: January 1, 2006	EFFECTIVE: January 1, 2006
REVISED: August 1, 2006	EFFECTIVE: September 1, 2006
REVISED: December 8, 2006	EFFECTIVE: December 8, 2006
REVISED: January 10, 2008	EFFECTIVE: February 1, 2008
REVISED: November 27, 2008	EFFECTIVE: January 1, 2009
<p>ITEM 85 APPLICATION OF TARIFF The rates, charges, rules and regulations contained in this tariff shall apply equally to all users of the Deep Water Terminal of Liberty Terminals Savannah and shall apply on all traffic on the Deep Water Terminal on the Effective date shown on this tariff or any amendments thereto or reissues thereof.</p> <p>ITEM 90 GENERAL RESTRICTIONS AND LIMITATIONS All services undertaken to be performed by the Liberty Terminals Savannah under this tariff are further subject to Federal, State, Municipal laws and regulations.</p> <p>ITEM 95 CONSENT TO THE TERMS OF THE TARIFF The use of the Deep Water Terminals under the jurisdiction of Liberty Terminals Savannah shall constitute a consent to the terms and conditions of this tariff, and evidences an agreement on the part of all vessels, their owners and agents, and other users of such Deep Water Terminals, to pay all charges specified in this tariff or any other applicable tariff and be governed by all rules and regulations herein contained.</p> <p>ITEM 100 SPECIAL CHARGES The terminal may for good reasons and upon request of the United States Government, grant free or reduced charges for terminal services described in this tariff. It may also expand Free Time periods and (or) quote special charges on other cargoes of 500 net tons or more moving from one shipper and on which advance arrangements have been made with the terminal.</p> <p>The terminal may quote special charges, rules or regulations to government agencies or charitable organizations. It may also quote special charges on plant or project cargo moving from one shipper to one consignee and on which advance arrangements have been made with the terminal. The terminal may negotiate handling/storage charges on volume breakbulk shipments for time increments not to exceed one year, provided such shipments are imported or exported via terminal facilities. When such charges, rules, or regulations are quoted or negotiated, they shall be filed with the Federal Maritime Commission on or before the Effective date of said charges, rules, or regulations.</p>	



RULE: 34.2 – REGULATIONS**ITEM 101 RECEIPT OF EXPORT BREAKBULK CARGO (C)**

The terminal requires the following information for acceptance of export breakbulk cargo. This information shall be supplied either prior to or upon delivery of the cargo, and must be supplied in the form of an Export Dock Receipt.

Bill To Party (must have credit with the Terminal and Reference Number)

Booking Number

Commodity Description

Exporter/Shipper

Freight Forwarder and Reference Number

Identifying Marks

Line/Vessel/Voyage Number

Measurement/Dimensions

Miscellaneous Services Required

Number of Pieces

Port of Discharge

Supplier (if different than exporter, shipper)

Weight of Commodity (gross)

ITEM 102 REQUIREMENT OF DELIVERY ORDER/SHIPPING INSTRUCTIONS (C)

The Terminal requires the following information for domestic carrier pick-up of import breakbulk cargo. This information shall be supplied either prior to or upon pick-up of the cargo, and must be in the form of a delivery order/shipping instructions.

Bill To Party (must have credit with the Terminal)

Cargo Destination

Commodity Description

Customs Broker

LIBERTY TERMINALS SAVANNAH Pick-up Number

Hazardous Certificate, When Required (including MSDS)

Line/Vessel/Voyage Number

Ocean Bill of Lading Number

Port of Loading

ITEM 105 REQUIREMENT OF PRIOR INSTRUCTIONS

Forwarders or owners of cargo shall furnish written specific instructions for the disposition of all cargoes to be received or shipped in advance of shipment or receipt of cargo at these terminals. Storage resulting from lack of instructions shall be the responsibility of the owners and/or the forwarders.



RULE: 34.2 – REGULATIONS

ITEM 110 EXPLOSIVES, INFLAMMABLE OR OBJECTIONABLE CARGO

Articles of a highly explosive or inflammable nature or articles of uncertain value, or articles of objectionable nature, will not under this tariff be provided with wharfage, handling, or storage.

ITEM 115 FREIGHT OR CARGO LIABLE TO DAMAGE OTHER FREIGHT OR CARGO

If, in the opinion of Liberty Terminals Savannah, any freight or cargo is likely to damage other freight or cargo, it may be moved to another shed or warehouse or to private facilities at the risk and expense of the owner, without the necessity of prior notice to the owner. (Subject to Rule 34.2, Item 280 herein.)

ITEM 117 FUMIGATION

All fumigation services at Liberty Terminals Savannah will be performed by licensed, private operators. All fumigating companies conducting operations on Liberty Terminals Savannah facilities shall register with Liberty Terminals Savannah prior to undertaking such operations and comply with the following:

- (1) Provide the Terminal with copies of Certificates of Insurance covering operations on Terminal facilities in accordance with the standards required.
- (2) Mark and identify all vehicles and equipment to be used on Terminal facilities and maintain such vehicles and equipment in good condition.
- (3) Remove from Terminal facilities all vehicles, equipment and material not currently being utilized and all scrap and trash resulting from operations on Terminal facilities.
- (4) Conduct all operations in accordance with Terminal, Coast Guard, OSHA regulations and federal, state and local statutes and only within areas designated by the Terminal and refrain from entering other areas without written permission from the Terminal.

Service orders for fumigation must be submitted to the Terminal Manager. The Terminal Manager will execute the service orders in the order received, and designate the location where services are to be performed. Handling instructions must accompany fumigation service orders.



RULE: 34.2 – REGULATIONS**ITEM 118 INDEMNIFICATION AND HOLD HARMLESS**

All users of Terminal facilities agree to indemnify , save and hold harmless the Terminal from and against any and all causes of action, suits, claims, damages and demands of whatever kind or nature including, without limitation, claims for personal injury, wrongful death, breach of contract, property damage, natural resource damage, loss of income and earnings, civil or criminal fines, that are incident to or result from the user's operations on the facilities (hereinafter "damages"), and all users shall defend Terminal from any legal or equitable action brought against the Terminal based on said damages, and pay all expenses and attorney's fees in connection therewith.

This rule is not to be construed as requiring any user to indemnify or hold harmless the Liberty Terminals Savannah for that portion or percentage of such losses, if any, caused by the negligence of the Liberty Terminals Savannah, its' agents, or employees.

ITEM 120 INSURANCE

The charges provided in this tariff do not include any expense of fire or storm insurance covering owner's interest in the property, nor shall such insurance be affected by terminals under their policies.

All stevedoring firms and/or vessels' agents or both, where applicable shall provide evidence that the following insurance coverage is in force covering their operations on Liberty Terminals Savannah facilities.

Worker's Compensation Insurance and additional insurance required by law for other benefits to all persons in their employ. Employers Liability under the Workmen's Compensation insurance shall not be less than One Hundred Thousand (\$100,000) Dollars. Longshoremen's and Harbor workers' compensation insurance endorsement shall be included.

Public Liability Insurance to cover Stevedoring firm and/or the Steamship Company's agent, or both, where applicable, and any subcontractor they shall employ. Said public liability coverage shall protect the Stevedoring firm and/or the Steamship Company's agent, or both, where applicable, and subcontractor while performing work on Liberty Terminals Savannah properties, from any and all claims for damages arising out of personal injuries, including wrongful death, or property damage, which may result from their operations, whether said operations be by the Stevedoring firm and/or the Steamship Company's agent, or both, indirectly employed by either of them. Public Liability Insurance shall be in the amount of not less than \$1,000,000 combined single limit for Bodily Injuries and Property Damages arising out of any one incident; or not less than \$1,000,000 applying separately to Bodily Injury and to Property Damage Liabilities if the policy is issued with separate limits.

Automobile Liability Insurance to cover the Stevedoring firm and/or the Steamship Company's agent, or both, where applicable, and any sub- contractor in their employ. Automobile Liability Insurance shall be in the amount of not less than \$1,000,000 applying separately to Bodily Injury and to Property Damage Liabilities if the policy is issued with separate limits.

Stevedore's Legal Liability Insurance protecting the Stevedoring firm and/or the Steamship Company's agent, or



RULE: 34.2 – REGULATIONS

both, where applicable, liability against damages resulting from loading and unloading vessels. This insurance shall be not less than \$1,000,000 for each occurrence.

All policies (Paragraphs 2 & 4) shall include contractual liability insurance covering the liability of the stevedoring firm and/or the Steamship Company's agent, or both, where applicable, for the assumption of entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person or damage or alleged damage to property of the Liberty Terminals Savannah or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from any and all operations of Stevedoring firm and/or employees, including losses, expenses or damages sustained by the Liberty Terminals Savannah, and agrees to indemnify and hold harmless Liberty Terminals Savannah, its agents and employees from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them based on any such alleged injury or damage and to pay all damages, costs and expenses in connection therewith or resulting therefrom, and to name the Liberty Terminals Savannah as an additional insured as respects crane rental operations on all such policies.

The above insurance policies shall remain in full force and Effect and shall not be canceled, allowed to lapse, or allowed to expire until 30 days after the Liberty Terminals Savannah, 112 Marine Terminal Drive, Savannah, Georgia, 31401, has received written notice thereof.

This rule is not to be construed as requiring any user of the Terminal's facilities or premises to indemnify or hold harmless Liberty Terminals Savannah for any portion or percentage of losses, if any, caused by the negligence of Liberty Terminals Savannah, its' agents, or employees.

ITEM 125 LIABILITY FOR LOSS OR DAMAGE

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 water 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 Liberty Terminals Savannah be liable for any delay, loss or damage arising from combination of strikes, tumults, insurrections or acts of God, nor from any of the consequences of these contingencies. (Subject to Rule 34.2, Item 280 herein.)

ITEM 130 PAYMENT OF CHARGES AND INVOICES (C)

On each shipment moving into or out of the port by water, the party performing the forwarding function and/or the necessary liaison with the various U.S. Governmental Agencies shall be responsible to Liberty Terminals Savannah and/or Participating Terminal Operator for payment of all charges on such shipments, and these charges shall become the obligation of the party performing the forwarding function and/or the necessary liaison with the various U.S. Governmental Agencies. On all vessels calling at the terminal of the Liberty Terminals Savannah, the local agent shall be responsible to Liberty Terminals Savannah and/or Participating Terminal Operator named in this tariff in Rule 34.1 for payment of all charges specified in this tariff, however, Liberty Terminals Savannah



RULE: 34.2 – REGULATIONS

and/or the Participating Terminal Operator named in this tariff reserves the right to hold the vessels, their owners and agents who load or discharge cargo at the terminals, liable for payment of all charges on such shipments which may have accrued, as well as any charges which may accrue for the removal of such cargo to another part of the terminals or storage elsewhere. Liberty Terminals Savannah does not recognize various consignees and will not attempt to make collections from them. The arrest or attachment of any vessel or cargo by court process shall not relieve the party performing the forwarding function and/or the necessary liaison with the various U.S. Governmental Agencies of responsibility for such charges, including wharfage, as accrued while the vessel or cargo remains in court custody at the facilities of Liberty Terminals Savannah.

All invoices are due and payable thirty (15) days after the invoice date. Any invoice remaining unpaid thirty (30) days after the invoice date will be considered delinquent, and after sixty (60) will be assessed an interest charge of one and one-half percent (1.5%) per month, for as long as the invoice remains delinquent. Failure to pay within this time limit may also cause the suspension of credit privileges to be imposed, as well as placing the delinquent party on a delinquent list, conditions of which are defined in Rule 34.2 of the tariff. Continued failure to comply with the terms set forth herein may result in legal action. Any charge considered in dispute by the Customer and the Liberty Terminals Savannah will not be assessed an interest penalty, provided that material errors or discrepancies on an invoice have been specifically reported in writing to the Liberty Terminals Credit and Collections Department within ten (10) days after receipt thereof. If not received within ten (10) days, the invoice shall be considered valid and payable. At no time shall invoices be reduced by any monetary amount for loss and/or damage believed to have been caused by the Liberty Terminals.

ITEM 135 DELINQUENT LIST

All common carriers, vessels, their owners and/or agents, or other users of the facilities of the Liberty Terminals Savannah terminals placed on the delinquent list for reasons heretofore stated will be denied further use of the facilities by Liberty Terminals Savannah until all such reports have been filed and all charges thereon, together with any other charges due, shall have been paid.

ITEM 136 CONSIGNMENT OF CARGO

Liberty Terminals Savannah shall not be considered as the consignee on any shipments arriving via rail or motor carrier. Shipments should be consigned to the owner of the cargo, with the Terminal shown as the "care of" party.

If for any reason, Liberty Terminals Savannah is shown as the consignee on shipments arriving via rail or motor carrier for ultimate export, the party indicating such, agrees to notify the origin carrier that Liberty Terminals Savannah is not the consignee, and has no beneficial title or interest in such property. Said party agrees to indemnify and hold harmless Liberty Terminals Savannah from any transportation charges, including demurrage or detention, in connection with the shipment.



RULE: 34.2 – REGULATIONS

ITEM 140 COLLECTION OF CHARGES IN ADVANCE

Liberty Terminals Savannah 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 Liberty Terminals Savannah, whose credit has not been properly established with Liberty Terminals Savannah or who has habitually been on the delinquent list. Use of the facilities may be denied until such advance payment of deposits are made. Liberty Terminals Savannah 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.

ITEM 145 APPLICATION FOR BERTH

All vessels, their owners or agents, desiring berth at the Terminal shall, as far in advance of the date of docking as possible, make application for same, specifying the date and expected time of arrival and departure from berth, and the nature and quantity of cargo to be handled. Application for berth will be construed by Liberty Terminals Savannah to mean that all charges will be promptly paid upon presentation of invoice therefore, and that all rules and regulations will be complied with.

Note: Liberty Terminals Savannah assumes no responsibility for conflicts in berths or bookings in any berth not controlled by the Terminal. Responsibility for any such conflicts shall lie solely with vessels, their owners and/or agents and said party controlling the berth.

ITEM 150 DEMURRAGE ON VESSELS (C)

Liberty Terminals Savannah does not assume responsibility for demurrage to vessels under any circumstances except for any portion of the charge caused by Liberty Terminals' own negligence.

ITEM 155 REQUIREMENT OF VESSELS TO WORK OVERTIME

The agents and/or owners of all vessels which are accepted for berthing at the terminal facilities of Liberty Terminals Savannah may be required to work the vessel continuously to completion with overtime for ships' account, in all cases, when the berth assigned to the vessel, or the assigned terminal facility of Liberty Terminals Savannah, is declared by the management of Liberty Terminals Savannah to be congested.

Any vessel in berth, which refuses to work continuously to completion, shall vacate the berth upon orders of Liberty Terminals Savannah. When a vessel loses her right to a berth by refusing to work continuously to completion, such vessel will forfeit her turn at the berth assigned and go to the bottom of the list of vessels which are assigned to the berth or terminal.

Should any vessel fail to vacate the berth upon the above conditions, the Liberty Terminals Savannah shall have the right, authority, and privilege to move the vessel at the vessel's own risk and expense.

ITEM 160 ACCESS TO RECORDS



RULE: 34.2 – REGULATIONS

All vessels, their owners and agents, and all other users of the waterways and facilities, shall be required to permit access to manifests of cargo, railroad documents, and all other documents for the purpose of audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimates of charges.

ITEM 165 RESPONSIBILITY FOR DAMAGE TO FACILITIES

All vessels, their owners and agents, and all other users of the facilities, shall be held responsible for any damage to the Terminal resulting by their use, Liberty Terminals Savannah reserves the right to repair, contract for same, or otherwise cause to be repaired, any and all damages to dock, wharves, warehouses or transit sheds, equipment, rail or shop facilities, water, heat, and light facilities caused by common carriers, vessels, their owners and or agents or stevedoring companies or other responsible party or parties and hold same responsible for payment. (See Item 95). Liberty Terminals Savannah may detain any vessel or other watercraft responsible for any damage to the facilities until sufficient security has been given for the amount of damage. (Subject to Rule 34.2, Item 280 herein.)

ITEM 170 POINT OF REST

All cargo will be received and delivered to a “Point of Rest” in space assigned to transit shed, or on apron adjacent to berth assigned to ship.

ITEM 175 CHARGES, LABOR FURNISHED

When services are performed by Liberty Terminals Savannah for which no specific charges are published in this tariff, the labor charges plus 30% for overhead will be charged for performing the services.

When personnel are called out in overtime, a minimum of eight (8) hours for each person called will be assessed.

Materials will be charged at actual cost plus 30% for purchasing and handling.

ITEM 180 CHARGES, OTHER THAN REGULAR WORKING HOURS

When, at the request of the steamship owners or steamship owner’s agents, or stevedores, services are performed on Saturday, Sunday, holidays or at times other than the regular working hours of Liberty Terminals Savannah, as defined in Item 245 of this tariff, the charges for these services will be as provided in this tariff, plus the over-time or double-time differential, paid to the laboring and/or clerical forces performing such services, plus thirty (30%) per cent for insurance and overhead.

Rates for all others, for services performed during these periods will be quoted on request.

All rates quoted by this item will be subject to a minimum of eight (8) hours call time.

ITEM 185 WATCHMAN

Any vessel lying at wharves, shall at all times, have on board at least one person in charge of said vessel who has



RULE: 34.2 – REGULATIONS

authority to take action, in any emergency, as may be required.

ITEM 190 FURNISHING SUPERVISOR

When vessels are loading or discharging cargo, the Terminal will furnish checker-foreman to supervise the release of cargo being loaded and/or check cargo being discharged during both straight time and overtime hours. The charge for each man furnished will be based on current wage rates for checker-foremen with the terminal reserving the right to furnish as many men as they deem necessary to protect their interest. Charges for this service will be rendered against vessels, the owners and agents.

ITEM 195 CLEANING FACILITIES

All vessels, their owners and agents, and all other users of the facilities of the Terminal, shall be held responsible for cleaning such facilities after they have used them, including adjacent aprons and gutters. If the facilities are not properly cleaned, the Terminal Management reserves the right to have such facilities cleaned and bill the user of the facilities therewith.

ITEM 221 LESSEE RESPONSIBILITY

When cranes, hoists, conveyors, lift trucks, tractors, and other equipment, including rigging supplied by Lessor, which are used in the moving or lifting of cargoes (hereinafter called "Leased Equipment") are rented or leased to others, it is expressly understood that such Leased Equipment will be operated under the direction and control of the Lessee, and the Lessee shall be responsible for the operation thereof and assume all risks for injuries or damages which may arise from or grow out of the use or operation of said Leased Equipment.

Lessee, by acceptance of such Leased Equipment, agrees to fully protect, indemnify, reimburse, and save harmless Liberty Terminals Savannah and its employees against any and all loss or damage caused to or caused by said Leased Equipment, including any personal injury or death or property damage caused thereby, and should said Leased Equipment be damaged or destroyed while so leased, Lessee shall pay for all necessary repairs to or replacement of said equipment.

It is incumbent upon the Lessee to make a thorough inspection and to satisfy himself as to the physical condition and capacity of the Leased Equipment, as well as the competency of the operator (including any operator supplied by Lessor with said equipment), there being no representations or warranties with reference to such matters.

ITEM 222 CRANES

Mobile cranes are available from the terminal to be utilized at these facilities. Stevedores shall order cranes from Liberty Terminals Savannah. All charges include operator(s) and oiler(s) for crane(s) with hook(s). Slings, nets, buckets and similar gear must be furnished by party leasing the crane(s).

Crane(s) must be ordered by 1600 hours of the day preceding the use of the crane(s), Tuesdays through Fridays.



RULE: 34.2 – REGULATIONS

Crane(s) for use on Saturdays, Sundays or Mondays must be ordered by 1600 hours the preceding Friday.

ITEM 225 CONTROL OF LOADING, UNLOADING AND HANDLING OF ALL CARGO

Liberty Terminals Savannah reserves the right to control the loading, unloading and handling of all freight and cargo on premises and facilities under its control. Liberty Terminals Savannah shall furnish Cargo Control Supervisors to check cargo being delivered to or received from vessels at the time of loading or discharging. The Cargo Control Supervisor will also be responsible for the safe operation of the dock and has full authority to suspend operations to protect Liberty's interest. Liberty Terminals Savannah shall furnish as many Cargo Control Supervisors as required to protect its interest. Charges for this service shall be at the rate of \$50.00 per man hour and assessed against the operator of the cargo. No others will be allowed to perform such handling without special permission from Liberty Terminals Savannah. If and when such permission is granted, the charges to be assessed are those published in Liberty Terminals Savannah tariffs.

When another party is permitted to handle freight, Liberty Terminals Savannah shall be paid by such party for the use of its facilities at a rate to be named, depending upon the commodity handled and conditions pertaining there to.

ITEM 226 CONTROL OF CARGO TO BE HANDLED

Liberty Terminals Savannah reserves the right to control which cargoes may be handled across its facilities. Cargoes other than those for which contracts exist will be handled within the physical limitations of the terminal only under a prior arrangement basis.

ITEM 227 EXPORT CARGO NEEDING REPAIR (A)

When cargo received for export needs to be repaired by an off-terminal party, Liberty Terminals Savannah will assess for the initial handling in, the handling out to the repairing party, and another handling in for the return from the repairing party, as well as storage, if any.

Storage will be based on the total days on terminal less the application free time. As with all export breakbulk cargo, the calculation will be based upon the first working day of the vessel. For example, if the first working day of the vessel is the 20th day of a month, and total days on terminal less free time is 30 days, Liberty Terminals Savannah will assess one month of storage.

ITEM 230 PLACING, LOADING AND UNLOADING CARS

All cars furnished by the rail carriers will be accepted as good order cars and will be loaded or unloaded, except that cars improperly loaded will not be handled at regular tariff rates. The rail carrier will be called and a special contract entered into covering the unloading of improperly loaded cars. Trash, fastenings, dunnage, paper and refuse will not be cleaned from the cars except by special contract. Failure of rail carrier to have cars cleaned before placing will place on carrier the responsibility for contamination and for detention of cars until they are



RULE: 34.2 – REGULATIONS

properly cleaned. Any services required by rail carriers will be performed on a basis of cost plus thirty (30%) percent.

ITEM 235 LOADING/UNLOADING UNITS EQUIPPED WITH CARGO PROTECTING DEVICES

When any of the carriers serving Liberty Terminals Savannah furnish units for the transportation of cargo and such units are equipped with cargo protecting devices which create an extra operational expense, Liberty Terminals Savannah will bill the extra cost involved to the party for whose account the cargo is handled.

ITEM 236 MAXIMUM LOAD/HEIGHT OF CARGO IN SHEDS OR ON WHARVES

Liberty Terminals Savannah reserves the right to specify the maximum load that may be placed on either transit shed or warehouse floors, or on the deck slab of the wharves, and the manner in which single heavy pieces shall be moved over said floors or wharves and also reserves the right to specify the maximum height to which any commodity may be stacked or piled.

ITEM 240 HANDLING OF HEAVY AND BULKY ARTICLES (C)

Handling charges published in this tariff are not applicable on the following articles:

Glass, plate or other plate, boxed, over 120 inches in united outside measurements. (United outside measurements means the length and breadth, the two greatest dimensions of a package added together).

Stone, marble and slate slabs, less than 4 inches thick, loose, not crated or boxed.

Pieces or packages loaded (or to be loaded) into vans or boxcars, which cannot be routinely handled due to dimension or weight.

Articles which require handling by the use of cranes and (or) forklifts over 30,000 pound capacity.

Cargo improperly packaged/marked and (or) loaded.

Articles named above must be handled between car or truck and shipside by owners and at owner's expense, or under contract arrangements with the terminals. (See Item 175)

ITEM 245 WORKING HOURS (C)

The recognized working hours of the LIBERTY TERMINALS SAVANNAH shall be from 7:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday, holidays excepted. Trucks to be loaded or unloaded must arrive at Terminal prior to 4:00 p.m.



RULE: 34.2 – REGULATIONS

ITEM 250 DELAYS, DEMURRAGE OR DETENTION ON RAIL CARS AND MOTOR CARRIER VEHICLES

LIBERTY TERMINALS SAVANNAH will assume no responsibility for delays, demurrage or detention of rail cars and on motor carrier vehicles.

ITEM 251 TUGS REMAINING WITH BARGE (S)

LIBERTY TERMINALS SAVANNAH requires that any barge(s) lying alongside be continuously attended by a manned tug. The Terminal Manager may waive this requirement if the local agent Liberty Terminals Savannahs to issue the Terminal a letter of responsibility for damage or if, in the opinion of the Terminal Manager, the dimensions of the barge or barges are such as to allow for safe mooring without the assistance of a tug.

Note: In the event of waiver to the above requirement, a watchman will be required. (See Item 185)

ITEM 255 LIST OF HOLIDAYS (C)

When reference is made in this tariff to "HOLIDAYS", it means the following days:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (Thursday and Friday)
- Christmas Day

ITEM 263 UNCLAIMED OR ABANDONED CARGO

Any cargo on which charges have been invoiced, but remain unpaid after 90 days, shall be considered as unclaimed or abandoned cargo. The Terminal reserves the right to remove any or all such cargo at the risk and expense of the owners. The Terminal may retain possession of the cargo until all charges have been paid. If it is determined that the cargo is abandoned and payment on any outstanding charges is not forthcoming, the Terminal shall dispose of same under established legal procedures.



RULE: 34.2 – REGULATIONS

ITEM 266 MINIMUM CHARGES (I)

The minimum charge to be applied on single shipment, lot or Bill of Lading shall be as follows:

Minimum Handling Charge	\$ 90.00
Minimum Storage Charge	\$ 90.00
Minimum Pallet Rental Charge	\$ 75.00
Minimum Water Charge	\$ 212.00
Minimum Truck Weighing	\$ 9.50
Minimum Charge, any other service not otherwise specified	\$ 90.00
Minimum Security	\$1,000.00
Minimum Dockage	\$ 550.00

IMPORT CARGO: A separate shipping order-tally is required for each shipment and minimum charges are applicable to each shipping order-tally.

EXPORT CARGO: A separate delivery ticket, truck or rail, is required for each mark and minimum charges are applicable to each ticket.

ITEM 270 PASSENGERS EMBARKING OR DEBARKING

For passengers embarking or debarking over the terminal of Liberty Terminals Savannah, there will be assessed a charge of \$8.00 per person with a Minimum charge of \$800.00 per day. Where passengers embark or debark from a vessel loading or unloading cargo at the docks no Minimum Charge will be assessed.



RULE: 34.2 – REGULATIONS

ITEM 275 SHIPPER REQUEST AND COMPLAINTS (C)

Requests and complaints from shippers on matters relating to rates, rules and regulations contained in the tariff should be addressed to the attention of:

Liberty Terminals Savannah LLC
 PO Box 516
 Savannah, GA 31402
 Email: savannah@liberty-terminals.com

ITEM 276 LIMITS OF LIABILITY

No provision contained in this tariff shall limit or relieve Liberty Terminals Savannah from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless Liberty Terminals Savannah from liability for its own negligence.

RULE: 34.3 - FREE TIME AND STORAGE (I)

ISSUED: January 1, 2006

EFFECTIVE: February 1, 2006

ISSUED: August 1, 2006

EFFECTIVE: September 1, 2006

ITEM 280 FREE TIME FOR ASSEMBLING EXPORT AND OUTBOUND COASTWISE OR INTERCOASTAL CARGO (C)

For the purpose of assembling cargo, Liberty Terminals Savannah will allow the following:

Inside - Fifteen (15) days, excluding Saturdays, Sundays and Holidays.

Outside - Twenty (20) days, excluding Saturdays, Sundays and Holidays.

These days will be free of storage on export and outbound, coastwise, and intercoastal cargo for delivery to vessels at its wharves or piers and unloaded in berth assigned to vessels thereat.

If the vessel has not arrived at the wharf, reporting ready to receive cargo, before the expiration of Free Time, storage charges published in this tariff shall be levied beginning on the first day after the expiration of Free Time for assembling cargo.

Free Time, authorized in this item, on rail shipments will commence the first 7:00 a.m. after receipt of the cargo and on truck shipments the day the cargo is unloaded at the wharves or piers.



RULE: 34.3 - FREE TIME AND STORAGE (I)

ITEM 285 FREE TIME ALLOWED ON IMPORT AND ON INBOUND COASTWISE AND INTERCOASTAL CARGO (not applicable on cargo handled direct from vessel to cars or trucks) (C)

On import cargo and on inbound Coastwise and Intercoastal cargo handled direct from ships and stored upon wharves, or in Transit Sheds, or on the premises of Liberty Terminals Savannah, fifteen (15) days, including Saturdays, Sundays or Holidays, free storage will be allowed, except as otherwise provided in individual times of this tariff. On import cargo not susceptible to weather damage and stored in open areas of Liberty Terminals Savannah, twenty (20) days, including Saturdays, Sundays or Holidays, free storage will be allowed. If, during the free time period, cargo is loaded into or on cars or trucks at option of Liberty Terminals Savannah, to relieve wharves, the remainder of the free time will be applicable to the cargo so held in cars or trucks. Free Time commences on the first 7:00 a.m. after the vessel completes discharging.

Any cargo not susceptible to weather damage, when for import, export, outbound coastwise, or intercoastal movement, may be granted additional free time, subject to the following provisions:

The availability of suitable open ground storage space, and; prior approval from Terminal Management.



RULE: 34.4 0 – DOCKAGE CHARGES (I)	
ISSUED: January 1, 2006	EFFECTIVE: January 1, 2006
REVISED: August 1, 2006	EFFECTIVE: September 1, 2006
REVISED: January 10, 2008	EFFECTIVE: February 1, 2008
REVISED: November 27, 2008	EFFECTIVE: January 1, 2009
<p>ITEM 295 DOCKAGE CHARGES (I) The following Dockage Charges will be assessed:</p> <p>VESSEL, NOT OTHERWISE SHOWN</p> <p>Each day or fractional part thereof, per gross ton \$0.295</p> <p>Each day or fractional part thereof, per lineal foot \$4.48</p> <p>Dockage will be computed on the basis of highest gross ton or overall length as published in current Lloyd's Register of shipping, whichever produces the greatest revenue. (See Note 1)</p> <p>Note 1: Maximum Chargeable Tonnage – 40,000 gross registered tons.</p> <p>The minimum dockage charge is \$550.00 per vessel or per barge per day or fractional part thereof.</p> <p>ITEM 296 EARLY DOCKAGE Vessels making regularly scheduled calls to the facilities of Liberty Terminals Savannah may be granted early dockage, subject to the following conditions:</p> <ol style="list-style-type: none"> 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. <p>ITEM 300 HULL TONNAGE OF BARGE Dockage charge on barges will be based on the total hull capacity of the barge, in cubic feet, estimated at 100 cubic feet tot 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' x 30 x 20'), equaling 1200 tons, which is the Hull Tonnage used in assessing the Dockage Charges.</p>	



RULE: 34.4 0 – DOCKAGE CHARGES (I)

ITEM 305 USAGE FEE (C)

Each Shipping Line, Shipper, Consignee or Forwarder etc. loading and/or unloading vessels at or transitting through the terminal facilities of Liberty Terminals Savannah will be assessed a charge of \$0.46 per metric ton of General Cargo loaded on and/or off each vessel; \$0.46 per metric ton of cargo in Containers loaded on and/or off each vessel; and \$0.17 per 2000 pounds of Bulk Cargo loaded on and/or off each vessel.

RULE: 34.5 – MISCELLANEOUS SERVICES

ISSUED: January 1, 2006	EFFECTIVE: January 1, 2006
REVISED: August 1, 2006	EFFECTIVE: September 1, 2006
REVISED: January 10, 2008	EFFECTIVE: February 1, 2008
REVISED: June 24, 2008	EFFECTIVE: June 24, 2008
REVISED: November 27, 2008	EFFECTIVE: January 1, 2009

ITEM 310 TERMINAL AND BERTH CLEANING FOLLOWING VESSEL OPERATIONS

A charge, for berth cleaning, of USD 450 will be assessed to each vessel loading and/or discharging up to 4000 mt or less of cargo for . If cargo being loaded and/or discharged exceeds 4000 mt of than a charge for berth cleaning will be assessed at USD 800. This charge includes the cleaning of the berth, space utilized in the warehouses as well as the area out in the field. If the cleaning required to restore the berth, warehouse and field area exceeds that cleaning which would usually result from normal cargo loading or discharging, Liberty Terminals will order the necessary work and assess the above charges plus the additional cost at cost plus 25%.

Item 311: RO/RO RAMP USAGE / MAINTENANCE FEE

In the event that a vessel requires the use of Liberty Terminals Savannah's Ro/Ro ramp facilities, a usage and maintenance fee of USD 750/call will be assessed.

ITEM 315 FRESH WATER (WI)

Charges for Fresh Water will be assessed at \$7.25 per short ton (2000 pounds) with a Minimum Charge of \$212.00 for each.

ITEM 320 MISCELLANEOUS SERVICES

The following special services will be performed at the following rates shown below: (See Note 2, this item)

Line handling lumpsum \$1,100.00 per call

Liberty Terminals are the exclusive
Linehandling Company on the Terminal



RULE: 34.5 – MISCELLANEOUS SERVICES

Escort Service for non TWIC holders:	30 USD per commenced hour Monday - Friday from 0700 – 1700 hrs
Escort Service for Trucks where drivers not holding TWIC:	30 USD per truck, per commenced hour from Monday – Friday 0700 – 1700 hrs
Overtime differential + 50% from 1700 – 0700 Monday – Friday and entire Saturdays, Sundays and Holidays Minimum payment 1 hour	
Patching ripped or torn super sack	\$ 9.75 per sack
Removing and replacing covers on covered gondola cars,	\$137.00 per car
Dumping of supersacks of non-hazardous cargo, per sack	\$ 39.00
Preparing of documents (i.e., tallies, receipt to transfer ownership), per tally/receipt	\$ 28.50
Blocking or Bracing: Corestock, Hardboard, Plywood or Veneer in railcars	\$169.00 per car
Bundling Lumber	\$ 34.80 per 1,000 BF
Free Hand Addressing or Marking, each (See Note 2, this item)	\$ 2.55
Attaching tags furnished and prepared by the Owner, Shipper or his agent, each (See Note 2, this item)	\$ 1.05
Attaching tags furnished and prepared by Liberty Terminals Savannah, each	\$ 2.37
Removing rubbish, dunnage and garbage (excludes foreign waste, per load	\$450.00
Weight of trucks, per truck To obtain gross, tare, net, and axle weights	\$ 9.50



RULE: 34.5 – MISCELLANEOUS SERVICES

Deleting old marks, each (See Note 2, this item) \$ 1.32

MINIMUM CHARGE PER SERVICE THIS ITEM \$ 32.70

Note 1: Marking by rubber stamp may be substituted for stenciling at a charge of \$ 0.30 per application.

Note 2: If it is necessary to handle cargo in order to perform any of the above services, an additional applicable handling charge will be assessed against that portion of the cargo actually handled.



ITEM 325 SHIPSIDE DELIVERY	
Delivering cargo direct to truck from vessel	\$3.25/short ton
RULE: 34.6 – CHARGES FOR WHARFAGE, HANDLING AND STORAGE (WI)	
ISSUED: January 1, 2006	EFFECTIVE: January 1, 2006
REVISED: August 1, 2006	EFFECTIVE: September 1, 2006
REVISED: January 10, 2008	EFFECTIVE: February 1, 2008
REVISED: June 24, 2008	EFFECTIVE: June 24, 2008
REVISED: November 27, 2008	EFFECTIVE: January 1, 2009

ITEM 351 ARTICLES, NOT OTHERWISE SHOWN (I)			
	WHARFAGE	HANDLING	STORAGE
Loose or in Packages:			
Each piece or package not exceeding 50 pounds	\$3.77	\$46.50	\$12.92
Each piece or package exceeding 50 but not 100 pounds	\$3.77	\$31.00	\$12.92
Each piece or packages exceeding 100 pounds	\$3.77	\$16.00	\$12.92
On pallets	\$3.77	Less than 1,200 lbs \$11.60 per lift Greater than 1,200 lbs. \$9.50 per lift	\$ 8.61

ITEM 355 ALCOHOLIC BEVERAGES (I)			
	WHARFAGE	HANDLING	STORAGE
Note A: Storage available in Commercial Warehouse	\$3.77	\$15.30	Note A



ITEM 356 BOATS, YACHTS AND/OR HULLS RATE IN DOLLARS PER UNIT			
HANDLING (WI)			
	FROM/TO MOTOR CARRIER	FROM/TO WATER	STORAGE
Up to 26'	\$165.00	call for rates	\$ 82.00
27' – 30'	\$258.00	call for rates	\$ 95.00
31' – 35'	\$327.00	call for rates	\$110.00
36' – 40'	\$406.00	call for rates	\$125.00
41' – 45'	\$512.00	call for rates	\$145.00
46' – 50'	\$610.00	call for rates	\$161.00
51' – 55'	\$744.00	call for rates	\$177.00
56' – 60'	\$875.00	call for rates	\$195.00
For units over 60', call for rates.			
<p>Handling rates include boat trailer and/or cradle when handled with same lift. Mast or cradles, not lifted with boat/yacht, will be assessed a handling charge of \$170.00. Liberty Terminals Savannah will, upon request, provide crane and/or other lifting equipment, and necessary labor for the purpose of readying boat/yachts for transport. This service will be provided at the sole risk of the requesting party, who is responsible for compliance with all applicable safety laws, rules, and standards. When such equipment is provided by Liberty Terminals Savannah, a charge of \$160.00 per hour will be assessed. Liberty Terminals Savannah will not provide any services related to the assembly, installation, maintenance or packaging of boats/yachts. When boat trailers arrive separately, a handling charge of \$12.15/2000 lbs. will be assessed with a minimum handling charge of \$85.00. Handling and storage charges are assessed on a lumpsum per unit basis</p>			

ITEM 393 CHEMICAL, (Not Otherwise Shown) (I)			
	WHARFAGE	HANDLING	STORAGE
In standard packages	\$3.77	\$13.45	\$10.92
Palletized	\$3.77	\$ 9.23	\$10.92
In Jumbo Sack Containers	\$3.77	\$10.60	\$10.92

ITEM 395 CLAY, in standard packages (I)			
	WHARFAGE	HANDLING	STORAGE
Palletized	\$3.77	\$ 7.60	\$5.76
Not palletized	\$3.77	\$12.98	\$5.76



Jumbo Sack Container	WHARFAGE	HANDLING	STORAGE
Delivered to or from railcars or vans	\$3.77	\$ 8.55 (less than 1,650 lbs. per sack) \$ 7.44 (1,650 lbs. or more, per sack)	\$5.76
Delivered to or from flatbed trailers	\$3.77	\$ 8.55 (less than 1,650 lbs. per sack) \$ 7.44 (1,650 lbs. or more, per sack)	\$5.76

ITEM 427 GRANITE, MARBLE, BLOCKS (I)			
	WHARFAGE	HANDLING	STORAGE
Rough or unfinished in blocks	\$3.58	\$6.15	\$3.90
Blocks loaded into railcar		\$.25	

ITEM 440 METAL ARTICLES (WI)			
Ferrous (Iron or Steel) in uniform bundles	WHARFAGE	HANDLING	STORAGE
Anchors, Angles, Bars, Beams, Billets, Blooms, Cable, Channels, Coils, Ingots, Girders, Pigs, Piling, Bundled Pipe, Plates, Rails, Rope, Scrap (other than bulk), Sheets, Slabs, Wire, Wire Rope, or Wire Strands	\$3.77	\$7.65	\$4.77
Pipe or Tubing (See Note 1 & 2)	\$3.77	\$7.65	\$4.77
Pipe fittings, properly packaged for forklift handling – when accompanied with pipe shipment	\$3.77	\$7.65	\$4.77



Nonferrous (Aluminum, Brass, Bronze, Chrome, Copper, Tin or Zinc), In Uniform Bundles Bars, Billets, Ingots, Pigs, Rods, and Slab	\$3.77	\$7.65	\$4.77
<p>Note 1: Liberty Terminals Savannah at its terminal facilities will not load or unload pieces exceeding 7 ½ feet in length or breadth into or out of closed cars or trucks. Should pieces exceeding 7 ½ feet in length or breadth be tendered for handling they will be loaded into storage whichever is designated by Owner of cargo or his agent by special arrangements with LIBERTY TERMINALS SAVANNAH.</p> <p>Note 2: Pipe which is not bundled may cause Liberty Terminals Savannah to refuse to unload if it is deemed unsafe. Loose pipe should be properly dunnaged between tiers.</p>			
Bolts, nuts nails, screws, washers, bands, banding, strapping, staples, hinges, hasps, hardware NOS, copper clad wire, stainless steel wire, galvanized steel wire, insulated cable and insulated wire	WHARFAGE	HANDLING	STORAGE
In packages, loose	\$3.77	\$17.99	\$6.54
Palletized, for forklift loading	\$3.77	\$12.08	\$6.54
In packages, palletized	\$3.77	\$12.08	\$6.54

ITEM 454 MACHINERY, MACHINE OR PARTS			
Agricultural or farm equipment (balers, combines, cotton pickers, tractors), construction, industrial, mining equipment, etc. (a) Outside Storage (b) Covered Storage			
	WHARFAGE	HANDLING *)	STORAGE **)
Self-propelled (moving under own power)	\$3.77	\$110.00/unit	(a) \$6.33
Not self-propelled (see note)	\$3.77	\$12.80/ST	\$ 6.33 \$12.66
Parts or Components	\$3.77	\$12.80/ST	(a) \$6.33



Note: Rate does not apply in the following circumstances:
 When lift exceeds the capacity of our forklifts. Any piece over 30,000 pounds will be assessed a crane charge applicable at time of shipment. Please call for rates.
 **) Storage charges assessed per cbm or metric ton whichever is greatest.
 *) Handling charges assessed per cbm or metric ton whichever is greatest.

ITEM 490 STARCH (I)			
	WHARFAGE	HANDLING	STORAGE
Jumbo Sack Container	\$3.77	\$7.54	\$5.77

ITEM 495 VEHICLES, AIRCRAFT AND PARTS (I)			
Ambulances, automobiles, buses, hearses, trucks, recreational vehicles, motor scooters, jet skis, and privately-owned vehicles			
(a) Outside Storage			
(b) Covered Storage			
Not exceeding 10,000 lbs. each	\$3.77	\$65.00/unit	(a) \$6.33
Exceeding 10,000 lbs. each	\$3.77	\$105.00/unit	(a) \$6.33
Aircraft			
On wheels (towable)	\$3.77	\$350.00/unit	(a) \$6.33
Not on wheels	\$3.77	\$11.55/ST	(a) \$6.33
Parts	\$3.77	\$11.55/ST	\$ 6.33 \$12.66

ITEM 595 WHARFAGE, HANDLING AND STORAGE (C)

Articles not shown in Items 350-600 will be furnished upon request. Such requests should be directed to:

Liberty Terminals Savannah LLC
 PO Box 516
 Savannah, GA 31402
 savannah@liberty-terminals.com



RULE: 34.7 – SECURITY SURCHARGE (A)	
ISSUED: January 1, 2006	EFFECTIVE: January 1, 2006
REVISED: August 1, 2006	EFFECTIVE: September 1, 2006
REVISED: January 10, 2008	EFFECTIVE: February 1, 2008
REVISED: June 24, 2008	EFFECTIVE: June 24, 2008
REVISED: November 27, 2008	EFFECTIVE: January 1, 2009
<p>Vessels containing breakbulk cargo: USD 1.00/mt of cargo loaded or discharged to/from vessel. Vessels containing bulk cargo: USD 0.20/mt of cargo loaded or discharged to/from vessels. Minimum Security charge for loading/discharging vessel: USD 1,000.00 Vessels and barges seeking layberth : USD 1.10 linear foot overall per week or fraction there of. Minimum Security charge for layberth vessel/barge to be assessed at USD 1,000/week or fraction there of. If a stevedored vessel goes to layberth after work is completed, a new security fee will be assessed based on minimum USD 1,000/week or fraction there of. This will be in addition to the security fee already assessed for the working of the cargo. Minimum Security charge for layberth tugs to be assessed at USD 300.00/week or fraction there of. If a vessel is in distress and is seeking berthing at Liberty Terminals Savannah, security fees will be assessed as follows: Security fee at USD 1.00/mt of cargo loaded/discharged, Minimum of USD 1,000 is still applicable. In addition, a daily security fee of USD 400/day will be assessed to cover additional security requirements due to the distressed nature of the vessel. If a vessel is placed under arrest during or prior to its arriving at Liberty Terminals Savannah, a daily security fee of USD 400/day will be assessed to cover additional security requirements. This will be in addition to the normal security fee of USD 1.00/mt of cargo loaded or discharged if stevedoring services are requested.</p>	

RULE: 34.8 - CONTAINER CHARGES AND FREE TIME (I)	
ISSUED: January 1, 2006	EFFECTIVE: January 1, 2006
REVISED: August 1, 2006	EFFECTIVE: September 1, 2006
REVISED: January 10, 2008	EFFECTIVE: February 1, 2008
REVISED: November 27, 2008	EFFECTIVE: December 1, 2008
<p>ITEM 600 The following provisions will apply on Intermodal Containers loaded or empty, not exceeding 40 feet in length or loaded in excess or rated capacity, and underframes, moving over LIBERTY TERMINALS SAVANNAH’s General Cargo berths (See Notes 1, 2, 3, 4, 5 and 6).</p>	
Wharfage (Empty Container)	No Charge
Wharfage (Loaded Container) per net tons of contents	\$3.77



RULE: 34.8 - CONTAINER CHARGES AND FREE TIME (I)	
Receiving container on own wheels and which remain on own wheels after receipt from inland carrier at holding area, per container (See Note 3) Note: Used for physical acceptance of a container by the Terminal from Inland carrier.	\$70.00
Delivering container on own wheels and which were held on own wheels prior to delivery to inland carrier at holding area, per container. (See Note 4) Note: Used for physical delivery of a container by the Terminal to inland carrier.	\$70.00
Receiving underframe without container from inland carrier at holding area, per underframe (See Note 4) Note: Used for physical delivery of underframe by the Terminal from inland carrier.	\$40.00
Delivering underframe without container to inland carrier at holding area, per underframe (See Note 4) Note: Used for physical delivery of underframe by the Terminal to inland carrier.	\$40.00
Receiving containers to stack from inland carrier, per container (See Notes 3 and 4) Note: Includes the receipt of chassis (underframe) if placed in Holding Area by inland carrier, in conjunction with the receipt of grounded container.	\$105.00
Delivering containers from stack to inland carrier, per container (See Notes 3 and 4) Note: Includes the delivery of chassis (underframe) if picked up in Holding Area by inland carrier in conjunction with the delivery of grounded container.	\$105.00
Premounting containers on chassis, per container (See notes 3 and 6) Note: Used for physical placement of container by the Terminal to its own wheels, upon instructions from an authorized agent, at a time other than delivering the container to the inland carrier.	\$115.00
Demount container from chassis, per container (See notes 3 and 6) Note: Used for physical removal of container by the Terminal from its own wheels, upon instructions from an authorized agent, at a time other than receiving the container from the inland carrier.	\$115.00
Rehandling container or chassis, per unit, (See notes 5 and 6) Note: Used to move container on own wheels or chassis to or from one location to or from another location upon instructions from an authorized agent.	\$45.00
Segregation of container per container (See notes 5 and 6) Note: Used to move container from one location to another location in container yard, without the use of yard jockey.	\$70.00



RULE: 34.8 - CONTAINER CHARGES AND FREE TIME (I)	
Opening, closing and resealing doors on container, per container. Note: Terminal will open, close and reseal doors of containers that Terminal drays to the ramp for Customs' Inspection.	\$90.00
Interchanging Containers between vessels, per container	\$30.00
Open storage on loaded container(s) and or chassis(s) after expiration of free time:	
Not exceeding 20' length	
First fifteen (15) days or fraction thereof, per container	\$13.00
Each succeeding fifteen (15) days or fraction thereof, per container	\$17.00
Over 20' but not exceeding 40' in length	
First fifteen (15) days or fraction thereof, per container	\$26.50
Each succeeding fifteen (15) days or fraction thereof, per container	\$39.00
Open storage on empty container(s) and or chassis after expiration of free time:	
20' to 40' in length	\$ 2.90
FREE TIME on containers commencing the first 7:00 a.m. after placement in Holding Area:	
Fifteen (15) consecutive days if loaded to or discharged from a vessel.	
No Free Time allowed if not loaded to or discharged from a vessel.	

