



## **TOTAL TERMINALS INTERNATIONAL, LLC**

### **MARINE TERMINAL OPERATOR RATE SCHEDULE**

Total Terminals International, LLC, publishes this rate Schedule pursuant to section 8(f) of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and the Coast Guard Authorization Act of 1998, and the regulations of the Federal Maritime Commission (Title 46, Code of Federal Regulations, Part 525). It applies to TTI's terminals in the Port of Long Beach and the Port of Seattle. The Effective Date of this rate Schedule, unless otherwise indicated, is January 1, 2018. This Schedule has no expiration date.

Other than as provided in this Schedule, all rules and regulations set forth in the Port of Long Beach Tariff No. 4 or its successor, currently found on the website of the Port of Long Beach at [http://www.polb.com/economics/port\\_tariff.asp](http://www.polb.com/economics/port_tariff.asp), or in Northwest Seaport Alliance Terminals Tariff No. 300 or its successor, currently found on the website of the Northwest Seaport Alliance (<https://www.nwseaportalliance.com/operations/tariff>), shall apply.

TTI may request that Customer sign a separate, written agreement for any one or more Terminal Services and/or relating to Customer's access to or use of the Terminal Facility, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this schedule, with the provisions of the signed, written agreement to supersede the provisions of this schedule to the extent of any direct conflict, but no further. This schedule, together with any separate, written agreements between TTI and Customer, represents the entire agreement between TTI and Customer and supersedes all prior and contemporaneous agreements, written or oral.

The collective bargaining agreements between the Pacific Maritime Association (of which TTI is a member) and the International Longshore and Warehouse Union, as well as the Pacific Coast Marine Safety Code, shall apply.

All inquiries concerning this Schedule should be directed to:

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Attn: Schedule General Manager  
Email: [scheduleinquiries@totalterminals.com](mailto:scheduleinquiries@totalterminals.com)  
301 Mediterranean Way  
Long Beach, CA 90802  
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Web Address: <http://www.totalterminals.com/spaw/uploads/TerminalSchedule.pdf>

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## **SECTION I: DEFINITION OF TERMS**

*Cargo* means Goods transported by or intended for transport by a Carrier.

*Carrier* means a Customer that transports Goods by water on Vessels it owns, operates, or charters (including by slot charter or vessel sharing agreement).

*Checking* means the service of counting and checking Goods against appropriate documents for the account of the Goods, the Vessel, or other person who has requested that service.

*Container* means any type of Goods conveyance that is non-disposable, having an outside length of not less than 6.04 meters, used to transport Goods aboard an ocean-going Vessel.

*Container Freight Station (CFS)* means a location designated by TTI for receipt and delivery of Goods for stuffing and unstuffing into or from a Container.

*Customer* means any Vessel, vehicle, conveyance, or Person who requests, is provided with, and/or receives any Terminal Services, including without limitation any Carrier, non-vessel operating common carrier (NVOCC), motor carrier and/or chassis provider.

*Dockage* means the charge assessed against a Vessel for berthing at a Wharf or for mooring to a Vessel so berthed.

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

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

*Free Time* means the time allowed for assembling Goods preceding a Vessel's loading or for removing Goods from the terminal facilities after discharge from a Vessel after which storage or demurrage charges apply.

*Goods* means all Cargo and other personal property with respect to which TTI receives a request to perform, or does perform, any Terminal Services and includes all associated packing, packaging, crates, cradles, pallets, tanks, platforms, flatbeds, trailers, chassis, Containers and other items.

*Handling* means the service of physically moving Goods.

*Inbound Cargo* means Cargo that has been discharged from a Vessel.

*Legal Holiday* means and includes the following named holidays:

New Year's Eve, December 31st — Limited\*

New Year's Day, January 1st — Terminal is closed

Martin Luther King's Birthday, the third Monday in January — Limited\*

Lincoln's Birthday, February 12th — Limited\*  
President Day, the third Monday in February — Limited\*  
Cesar Chavez' Birthday, March 31st — Limited\*  
Memorial Day, the last Monday in May — Limited\*  
Independence Day, July 4<sup>th</sup> — Limited\*  
Bloody Thursday, July 5<sup>th</sup> — Terminal is closed  
Harry Bridges Day, July 28<sup>th</sup> — Limited\*  
Labor Day, the first Monday in September — Terminal is closed  
Columbus Day, second Monday in October — Limited\*  
Veteran's Day, November 11<sup>th</sup> — Limited\*  
Thanksgiving Day, the fourth Thursday in November — Terminal Closed  
Christmas Eve, December 24<sup>th</sup> — Limited\*  
Christmas Day, December 25<sup>th</sup> — Terminal is closed  
Every day proclaimed by the President of the United States or Governor of the State of California (with respect to the Terminal Facility in Long Beach, California) or the State of Washington (with respect to the Terminal Facility in Seattle, Washington) to be a legal holiday.

\*On any Legal Holiday described as "Limited," TTI will have limited operating hours and/or charges for services will be on an overtime basis.

If any of the holidays listed above falls upon a Sunday, the Monday following shall be observed as a *Legal Holiday*.

*Loading and Unloading* means the service of loading or unloading Goods at the Terminal Facility and any Vessel, rail car, truck, motor vehicle, or other conveyance.

*Outbound Cargo* means Cargo to be loaded on a Vessel.

*Package* means the largest single unit used to transport the Goods, such as a single Container, flatbed, or trailer, or a single machine or item of equipment, and not its contents or component parts, even if those may themselves be items, boxes, bags, sacks, drums, parts or pieces.

*Person* means any natural or artificial entity and includes individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trusts, receivers, agents, assignees, and personal representatives.

*Port of Long Beach* means the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners and the Port of Long Beach, which operates a seaport in the City of Long Beach and including all navigable waters within the City of Long Beach.

*Port of Seattle* means the Port of Seattle, a member of the Northwest Seaport Alliance, acting by and through the Port of Seattle Commission, and including the Seattle Seaport Cargo Terminals and surrounding navigable waters.

*Public Landing* means every landing set apart and designated by TTI as such, at or over which Goods or Persons may be handled, and may include streets, roadways and other spaces.

*Rate* means a price quoted by TTI in this Schedule or otherwise for providing a specified level of Terminal Service.

*Schedule* means this Schedule, as amended.

*SOLAS* means the International Convention for the Safety of Life at Sea, as amended.

*Terminal Facility* means one or more structures comprising a TTI terminal, including, but not limited to, docks, Wharves, warehouses, covered and open storage spaces, cold storage plants, cranes, grain elevators or other bulk Goods-loading/unloading structures, landings and receiving stations used for the handling, transmission, care and convenience of Goods or passengers in their receipt, interchange or delivery between shippers, carriers or consignees.

*Terminal Services* include checking, dockage, free time, handling, heavy-lift, loading, unloading, terminal storage, and usage, as defined in this Schedule, as well as the provision of, use of or access to a Terminal Facility, including any provision of, use of or access to personnel, labor, services, materials, supplies, tools, equipment, personal property and real property at or associated with a Terminal Facility, and whether provided at a Terminal Facility or elsewhere.

*Terminal Storage* means the use of any facility for storage of Inbound or Outbound Cargo after the expiration of Free Time, including Wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.

*TTI* means Total Terminals International, LLC, a limited liability company with its headquarters in the State of California and the County of Los Angeles.

*Vessel* means every type of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water.

*VGM* means verified gross mass, as determined in accordance with the Container weight verification requirement of the International Convention for the Safety of Life at Sea (SOLAS), effective July 1, 2016.

*Wharf* means any wharf, pier, quay, landing or other structure to which a Vessel may make fast or may utilize in the transit or handling of Goods, and includes all of the area between pier head and bulkhead lines.

*Wharf Premises* means, in addition to the area included in the term "Wharf," other port Terminal Facility areas, where a Vessel may lie alongside or that are suitable for and are used in the direct loading, unloading, assembling, distribution or handling of Goods under, over, or onto a Wharf.

*Wharfage* means the charge assessed against Goods, calculated in accordance with the wharfage charges named in this Schedule for the passage of those Goods onto, over, through or under Wharves or Wharf Premises, or between Vessels or over side Vessels (to or from barge, lighter, or water) when berthed at Wharves or Wharf Premises, or when moored adjacent

to a Wharf or Wharf premise. Wharfage is solely the charge for use of Wharves or Wharf Premises and does not include charges for any other Terminal Services.

*Wharf Demurrage* means the charge, calculated in accordance with this Schedule's Wharf Demurrage rates, assessed against Goods that remains on a Wharf or Wharf Premises after allowed Free Time.

*Wharf Storage* means the charge, calculated in accordance with Wharf Storage rates named in this Schedule, assessed against Goods that remain on a Wharf, or Wharf Premises and has been accepted for storage.

## **SECTION II: GENERAL RULES AND REGULATIONS**

This Schedule shall be legally enforceable as a contract between Customer and TTI. Unless the parties have executed a superseding contract or agreement, all references to a tariff, schedule, service directory, service guide, or charges of TTI shall be deemed to refer to this Schedule. TTI may change this Schedule from time to time without notice to a particular Customer. The current version of this Schedule is available at each Terminal Facility's main office and on the internet at the following address: <http://www.totalterminals.com/terminalschedule/>.

This Schedule's rates, regulations, practices, contractual terms and conditions shall apply whenever a Customer requests, is provided with, or receives any access to or use of a Terminal Facility or Terminal Services.

The contract this Schedule evidences is deemed to have been entered into in Long Beach, California, where TTI is headquartered.

### **PART II.A**

#### **APPLICATION OF RATES, CHARGES and FEES, and RULES and REGULATIONS**

Except as this Schedule otherwise provides, the applicable rates, charges and fees shall be those in effect at the time the charge or fee accrues.

In the event of an increase in wages or changes in present Longshore labor, or working conditions, or changes in operational cost factors, the rates specified in this Schedule will be proportionately increased retroactively to the effective date of such increase.

The composite increase in labor elements including fringe benefits, payroll-related items, assessments, taxes and insurance, wages, coupled with non-labor elements governed by changes in the annual Consumer Price Index (CPI) shall be applied for the yearly adjustment effective each July 1st to all rates.

Sixty percent 60% of the Container throughput rate shall be subject to a labor man hour cost increase, 30% towards Wharfage, and 10% towards CPI increases.

All other rates shall be subject to an increase or decrease of one hundred percent (100%) of the combined net effect of the percentage between labor and non-labor costs.

Except as otherwise provided in this Schedule, the applicable rules and regulations shall be those in effect at the time the rule or regulation is applied and enforced.

## **PART II.B**

### **RESERVED RIGHT TO INTERPRET and APPLY RATES, CHARGES, FEES, RULES and REGULATIONS**

TTI may (1) interpret and determine the applicability of any of the rates this Schedule provides, (2) assess charges or fees in accordance with that interpretation and determination, (3) determine the applicability of any rule or regulation; and (4) enforce any rule or regulation in accordance with TTI's interpretation or determination.

## **PART II.C**

### **LIABILITY, INDEMNITY, and LIMITATION of LIABILITY**

(a) Bills of Lading. Customer specifically agrees that TTI's liability for loss/damage to or in connection with the Goods shall at all times be subject to and limited by this Part II.C, including its subparts, that the forum identified in Part II.O, below, shall apply to any dispute involving TTI, and that TTI does not and will not consent to the jurisdiction of any court or arbitration proceeding in, nor shall TTI otherwise be bound by, any forum selection clause in any bill of lading or transportation agreement applicable to the Goods.

Without limitation upon the foregoing, Customer shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the Goods incorporate the United States Carriage of Goods by Sea Act (COGSA), 46 U.S.C. § 1300 et seq., as amended, or if COGSA is not applicable, the Hague Rules of 1921, 51 Stat. 233, as amended, and that all the benefits, defenses, exceptions, immunities and limitations upon liability granted under such regime for the benefit of the Customer are extended to the periods of time prior to and during the loading of the Goods, and during and following the discharging of the Goods, and otherwise to and for the benefit of TTI. In addition, whenever any such benefits, defenses, exceptions, immunities and limitations have been waived, limited and/or omitted, as in the case of ad valorem or dangerous goods, for example, Customer shall be responsible for providing TTI with written notice thereof prior to the tender of the Goods to TTI.

(b) Loss/Damage to Cargo (Clause Paramount). COGSA 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 TTI. Customer warrants that it has secured all required documentation including any required export licenses and has timely provided and submitted to the United States Customs and Border Protection all documents and information necessary for export and/or import. TTI shall not be liable for any loss/damage to or in connection with the Goods in an amount exceeding the lesser of (a) \$500 U.S. per package, or in the event the Goods are not



in such packages per customary freight unit, (ii) \$500 per package as designated on the applicable bill of lading, or (iii) any lesser liability amount in any common carrier's bill of lading under which TTI is entitled to the benefit of such limitation, unless a higher value of the Goods has been declared in writing to TTI prior to the commencement of any Terminal Services whatsoever and Customer has paid increased rates/charges resulting from such declaration of higher value. TTI 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 knowingly or fraudulently misstated. TTI shall not be liable to Customer or any other Party respecting the Goods, except as set forth in this section, whether for loss, damage, delay, shortage, misdelivery, failure to deliver, or otherwise, and/or in tort, contract or other theory.

(c) No Consequential Damages. TTI shall not in any circumstances be liable to Customer or any other Person for any indirect, consequential or special damages of any type or nature whatsoever, including without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss of use and/or loss of ability to use undamaged component or system parts, regardless whether such damages may have been foreseeable.

(d) Loss/Damage Claims. The following are agreed to be conditions precedent to any recovery from Customer for loss/damage in connection with the Goods:

1. There shall be no right to recover until all amounts due TTI by Customer have been paid in full.

2. The Goods must be carefully inspected by Customer immediately upon completion of Terminal Services and delivery by TTI and any loss/damage evident at such time must be identified to TTI in writing and with particularity.

3. Unless written notice of loss/damage and the general nature thereof is given to TTI upon completion of Terminal Services and delivery of the Goods from TTI, or within three (3) days thereafter if the loss/damage is not apparent at such time, delivery of the Goods from TTI shall be prima facie evidence of delivery from TTI in good order, count, and condition.

4. In the event the Goods have been delayed, lost or otherwise not delivered by TTI as contemplated, TTI must be given written notice of such delay, loss or non-delivery within fifteen (15) days from the date upon which the Goods should have been so delivered.

5. TTI shall have a reasonable opportunity to inspect the Goods, including their packing, packaging, etc., in the same condition as upon completion of Terminal Services and before any repair, alteration or destruction.

(e) Claim Documentation. Customer's written notice of loss/damage to or in connection with the Goods, as referenced above, must include and attach copies of the following, as applicable: all bill(s) of lading, transportation agreement(s), receipt(s) and other document(s) identifying the goods, consignor, consignee, vessel, voyage, shipping date, etc.; all manifests, packing lists, stow plans, loading/discharging reports, tally/count sheets, cargo receipts, etc.; all agreements, invoices and receipts respecting any sale of the goods; all correspondence respecting the goods and/or their transportation; all inspections, surveys, photographs, claim bills, invoices and

statement of losses respecting the Goods and/or the loss/damage being claimed including documents supportive of any mitigation, salvage, market analysis and disposition efforts; and all other documents, instruments, records, data, drawings, photographs and information of any kind or nature whatsoever which may be pertinent or helpful to an understanding of the nature of the goods, the particulars of their transportation and/or the loss/damage being claimed.

(f) Assumption of Risk and Indemnity. Customer specifically understands, acknowledges and agrees that any and all providing of, access to and/or use of the Terminal Facility and/or Terminal Services of TTI by or on behalf of Customer shall be at Customer's sole risk and expense. Aside from loss/damage to the goods themselves, as addressed above and elsewhere in this Schedule, Customer assumes sole responsibility for, and agrees to indemnify, defend and hold TTI, its officers, agents, and employees, its parents, subsidiaries, affiliates and their officers, agents and employees, harmless from and against (including legal fees and costs), any loss, action, proceeding, demand, lien, cost, 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 Terminal Service and/or access to and/or use of the Terminal Facility by or on behalf of Customer or any other Person, including without limitation, those respecting any loss/damage to the property of TTI, Customer, the Port of Long Beach, the Port of Seattle, and/or any other Person, those respecting the personal injury, illness and/or death of any Person, those respecting any discharge, emission, spillage or leakage into the seas, waters, land or air of any pollutant whatsoever, those respecting any failure to comply with any applicable environmental standard, and/or those respecting any claim by the Port of Long Beach or the Port of Seattle pursuant to the applicable terminal lease agreement or preferential assignment agreement or otherwise, except that Customer shall not be responsible to indemnify TTI for losses/damages resulting from the negligence of TTI. In furtherance of the foregoing, Customer shall waive any immunity from suit, exclusivity of remedy and limitation upon liability which would have otherwise been afforded by operation of law.

## **PART II.D**

### **TIME TO COMMENCE SUIT**

Except to the extent applicable law makes a longer period mandatory and does not allow this Schedule to shorten it:

- (1) claims for loss or damage of any nature must be submitted in writing to TTI immediately upon discovery or in any event, not later than thirty (30) calendar days from occurrence, failing which TTI may reject the claim on the basis of untimeliness;
- (2) TTI shall be discharged from all liability for any and all claims, demands, loss or damage unless suit is brought against TTI within one (1) year from occurrence; this one (1) year period also includes claims for indemnity.

## **PART II.E**

### **PORT CHARGES; HOW ENFORCED**

TTI may take possession of any Container or non-containerized Goods remaining on a Terminal Facility after expiration of Free Time, if all accrued charges on either the Container or the Goods are not paid upon demand. TTI may remove and store Containers and Goods wholly at the charge, risk, and expense of the Goods and their owner. TTI may, at its sole discretion, sell the Containers or non-containerized Goods at public auction, with or without notice, to satisfy any accrued charges.

If the proceeds from sale are not sufficient to satisfy TTI's charges and expenses, the owner, shipper, consignee, or carrier, as their interests may appear, shall each be jointly and severally liable for payment of any unsatisfied balance.

## **PART II.F**

### **RIGHT OF INSPECTION**

TTI and any duly-authorized agent of TTI may enter and inspect any Vessel to ascertain the kind, quantity, stowage, and character of Goods, or her condition in any respect, and may inspect any Wharf on any Terminal Facility.

## **PART II.G**

### **DAMAGE TO PROPERTY**

Every person and every Vessel responsible for any damage to any property of any kind or character at a Terminal Facility shall pay the cost of replacement or repair of the property.

If any damage is done to any Wharf, Wharf Premises, Terminal Facility, or other property owned by TTI, the Port of Long Beach, or the Port of Seattle and in the possession of TTI, or under TTI's supervision, management or control, the Person or Persons causing, responsible for, or in any way connected with the damage, and the person or persons to whom the Wharf, Wharf Premises, Terminal Facility or other property may be assigned, or by whom it is being used, and the master, owner, operator, or agent of any Vessel, vehicle, or other instrumentality involved in the damage, shall promptly give a full report to the Schedule General Manager[include in definitions], giving the date and hour the damage occurred, the names and addresses, or, if unknown, a description of witnesses and other Persons, Vessels or instrumentalities involved in the damage, as well as all other pertinent facts and information. No Person may refuse, neglect or fail to make or give a report, and, in addition to the general penalties prescribed in this Schedule, any person who refuses, neglects or fails, may be refused the use of any Terminal Facility until TTI has been fully reimbursed for all damage.

## **PART II.H**

### **FURNISHING REQUIRED DOCUMENTS**

(a) At least 15 calendar days prior to arrival at TTI, the owner, agent, master, or other Person in charge of a Vessel or Goods shall deliver to TTI: (1) a full and correct statement, signed and certified by that owner, agent, master, or other person in charge, on forms approved by TTI, of all Goods of every kind to be loaded or discharged at any Terminal Facility, specifying the type and quantity of Goods; (2) complete copies of the Vessel's manifest and bills of lading; (3) the VGM of all Containers to be loaded or discharged at any Terminal Facility; and (4) complete and certified copies of inbound or outbound container reports, on forms approved by TTI. Customer may transmit this information by electronic data interchange if TTI has agreed it may do so.

(b) If the owner, agent, master or other Person in charge of a Vessel or Goods fails to deliver the above documentation within the time period subparagraph (a) provides, TTI may assess a daily charge of 1/15 of a percent of the total Wharfage charges due subject to a minimum charge of two percent (2%) of total Wharfage charges.

## **PART II.I**

### **TERMS AND CONDITIONS OF PAYMENT**

(a) The use of any Terminal Facility or TTI provision of any Terminal Services is conditioned upon TTI receiving satisfactory assurance that applicable charges will be paid when due. All charges are due and payable as they accrue or upon completion of service or use. Customer shall pay all Terminal Services at time of service or in advance. TTI may demand adequate assurances of due performance.

(b) TTI may assess Dockage against Vessels at rates this Schedule specifies. The Vessel, its owners and charterers are jointly and severally responsible for payment of Dockage charges.

(c) Customers shall pay Wharfage, Wharf Demurrage, Wharf storage and other charges, including the Extended On-Terminal Storage/Terminal Congestion Fee (Part V.E), at rates this Schedule sets. Charges shall be payable by the owners of the Goods and shall be collected by the Vessel discharging or loading the Goods through its owner, agent, manager, master, berth assignee or other authorized Person acting as an agent for the owner. Until TTI receives full payment of all charges assessed against Goods, it may prevent their removal or delivery from Terminal Facility.

The Vessel, its owner and charterer (jointly and severally), and any berth assignee are liable for the payment of all charges whether or not collected by such Vessel, its owner, charterer, agent, or berth assignee. The use of any Terminal Facility by the Vessel, its owner or charterer or the acceptance of a berth assignment constitutes acceptance and acknowledgement of the liability for and guarantee of such charges.

(d) Wharfage, Wharf Demurrage, Wharf storage and any other charges in this Schedule assessed against Goods are liens against all Goods deposited at any Terminal Facility. TTI may hold possession of any or all Goods to secure payment of any charges.

(e) To keep the Terminal Facility free of obstructions, TTI shall serve a written notice on the owner, agent, consignee or Person in possession or having custody of obstructing Goods, material or structure, or it may post a notice on the Goods, requiring removal within 24 hours. Upon any failure to comply, TTI may remove and store the Goods, material or structures wholly at the charge, risk and expense of the Goods and their owner or consignee. TTI may sell the Goods, material or structures at public auction with or without notice.

(f) TTI may retain the proceeds of any sale as provided for in Paragraphs II.E and II.I(e) of this Part to satisfy all Schedule charges assessed against Goods, plus 10%, and in the case of obstructions, \$100 additional for each day during which the Terminal Facility has been obstructed. TTI will pay the surplus after expenses of the sale, if any, to the proper persons. The owner, consignee, or proper person, shall be liable for and shall pay to TTI, any charges, fees and costs remaining unsatisfied from those sale proceeds.

## **PART II.K**

### **DELINQUENT INVOICES**

All invoices issued by TTI are due and payable upon presentation.

Any invoice for which full payment is not received by TTI upon representation is delinquent.

A delinquent invoice is subject to a late payment charge of simple interest of 1.5% per month (18% per annum) after the first thirty (30) days of delinquency.

If a Customer in good faith disputes any portion of an invoice, Customer must, within thirty (30) calendar days, give written notice of dispute to TTI and pay any portion of the invoice not disputed, as if separately invoiced. To the extent the dispute is ultimately resolved in TTI's favor by litigation or mutual agreement, Customer shall pay the late payment charge the date payment would have been due had there been no dispute. If TTI commences legal proceedings to enforce its right to receive compensation under this Schedule, Customer shall pay TTI's reasonable attorneys' fees.

Charges prescribed in other items of this Schedule are separate from the delinquent payment charge assessable under this Section.

Refusal or failure to pay Dockage (see Section III, below) upon presentation of invoice shall subject the Vessel to placement on a delinquent list and to charges provided by law and this Schedule. No Vessel that has been placed on the delinquent list shall be permitted to berth at any Terminal Facility without first paying double the Dockage incurred and not paid, plus \$100.

## **PART II.L**

### **U.S. GOVERNMENT GOODS**

With the exception of Wharfage and Dockage, Goods for the account of the United States of America or its individual agencies will be subject to contract rates agreed to by TTI and this Schedule, except as otherwise required by law.

## **PART II.M**

### **EMERGENCY RELIEF GOODS**

Where permissible under law, TTI may waive the assessment of all or any portion of any charge for Wharfage, Dockage, Wharf Demurrage, Wharf storage or any other charge or fee due from any under this Schedule for Goods destined to provide emergency relief directly attributable to natural disasters. That Goods must be shipped by and destined to a bona fide relief organization.

## **PART II.N**

### **SHIPPERS' REQUESTS AND COMPLAINTS**

Requests and complaints from shippers on matters relating to the rates, rules and regulations in this Schedule must be made to TTI, through its Schedule General Manager.

## **PART II.O**

### **CHOICE OF FORUM AND LAW**

Any dispute arising from this Schedule shall be decided exclusively in the United States District Court for the Central District of California. If the United States District Court for the Central District of California lacks subject matter jurisdiction to hear the dispute, the dispute shall be heard exclusively in the Superior Court of California, County of Los Angeles. All parties consent to personal jurisdiction in California and agree to the application of the state and federal laws in effect in California, without regard to conflict of laws rules and principles.

## **PART II.P**

### **SEVERABILITY**

If any of the terms or provisions of this Schedule are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency or governing body having jurisdiction, the remaining terms and provisions shall remain in full force and effect.

## **SECTION III: DOCKAGE**

### **PART III.A**

#### **BASIS FOR COMPUTING DOCKAGE CHARGES**

The rates for Dockage shall apply according to the overall length of the Vessel, except as otherwise specifically provided in this Schedule. TTI may measure Vessels when necessary for use as the basis for its charge.

### **PART III.B**

#### **TIME PERIOD FOR ASSESSMENT OF DOCKAGE**

Dockage against a Vessel shall commence when the Vessel is made fast to a Wharf, pier, bulkhead, structure, or bank or to another Vessel so berthed, and shall continue until that Vessel is completely freed from and has vacated her berth.

### **PART III.C**

#### **DOCKAGE TO BE PAID BY VESSELS; PAYMENTS DUE AND PAYABLE**

TTI may require payment of Dockage before any Vessel leaves her berth.

### **PART III.D**

#### **DOCKAGE CHARGES**

Dockage rates shall be as set forth in Port of Long Beach Tariff No. 4 or Northwest Seaport Alliance Terminals Tariff No. 300, as applicable.

## **SECTION IV: WHARFAGE**

### **PART IV.A**

#### **APPLICATION OF WHARFAGE RATES AND CHARGES**

Wharfage shall apply to all Goods not in ISO standard Containers (20'/40'/40'HC/45' in length). The applicable rates and charges for non-ISO standard Wharfage shall be:

- (1) On Inbound Cargo, the rates and charges in effect on the date the Vessel commences discharging Goods, and
- (2) On Outbound Cargo, the rates and charges in effect on the date the Goods are placed on a Wharf or Wharf Premises.

## **PART IV.B**

### **WEIGHT OR MEASUREMENT**

- (a) The Wharfage rates based on weight or measurement for Goods not in ISO standard Containers shall be as set forth in Port of Long Beach Tariff No. 4, or its successor as amended from time to time, or Northwest Seaport Alliance Terminals Tariff No. 300 or its successor, as amended from time to time.
- (b) If measurement of the Goods is required to determine Wharfage charges and is not supplied, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of Goods.
- (c) When freight charges are computed by the Vessel and shown on the manifest on a basis of either weight or measurement, Wharfage shall be assessed on that basis.
- (d) When the basis of the freight charges is not shown on the manifest, Wharfage shall be assessed on the basis of weight or measurement, whichever will yield the higher Wharfage.

## **PART IV.C**

### **WHARFAGE RATES ON TRANSSHIPMENT GOODS**

As used in this Section, Transshipment Goods are Goods subject to Wharfage, upon which the carriage is continuous, i.e., that remain in the possession of a Customer or Customers, and are transferred from one Vessel to another in the Ports of Los Angeles and Long Beach or the Ports of Seattle or Tacoma. Wharfage, calculated in accordance with the rates indicated in this Schedule, shall be assessed against Transshipment Goods.

In the event Goods are transshipped, a single Wharfage charge only will be assessed. Wharfage will be assessed on the inbound movement only.

## **PART IV.D**

### **TRANSFERRED GOODS**

- (a) Transferred Goods are Goods received at any Wharf or Wharf premise by land transportation and subsequently removed from any Wharf or Wharf premise by land transportation.
- (b) Transferred Goods shall be assessed Wharfage on the same basis as Goods moving by Vessel. Provided however, for Goods transferred from one Wharf premise to another for delivery to either a land vehicle or Vessel a single Wharfage charge only will apply.



## **PART IV.E**

### **ASSESSMENT OF WHARFAGE**

(a) Except as otherwise provided in paragraph (b) of this Part, inbound or outbound Wharfage, or both (as applicable), shall be assessed against all Goods.

(1) When Outbound Cargo is transferred from a Wharf or Wharf Premises, after having first paid a Wharfage charge, directly to another Wharf or Wharf Premises prior to loading to a Vessel, an additional Wharfage charge shall not apply.

(2) When Wharfage has been assessed on Inbound Goods discharged from a Vessel at a Wharf or Wharf Premises, that Cargo may be transferred directly to another Wharf or Wharf Premises without the assessment of an additional Wharfage charge.

(3) Goods removed from a Wharf or Wharf Premises into a warehouse or elsewhere, other than directly to another Wharf or other Wharf Premises, as allowed in (1) or (2) above, will be subject to an additional Wharfage charge.

(b) (1) Goods discharged from a Vessel that are transferred to a feeder Vessel for through movement to a West Coast port as designated on the bill of lading will be assessed Wharfage on the inbound and outbound movements.

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

## **SECTION V: FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE**

### **PART V.A**

#### **FREE TIME; COMMENCEMENT**

Inbound Cargo. Free Time shall commence for each Container at 3:00 a.m. after the Container is discharged from a Vessel.

Outbound Cargo. Free Time shall commence at 8:00 a.m. after the Goods are placed on a Wharf or Wharf Premises; provided, however, that the days during the loading or discharging operations of a Vessel shall not count as Wharf Demurrage or Wharf storage days if Goods are being loaded on or discharged from that Vessel with dispatch.

Free Time will expire at 5:00 p.m. on the last day of Free Time.

**PART V.B**

**FREE TIME ALLOWED; EXPIRES WHEN**

Exclusive of Saturdays, Sundays and the Legal Holidays in which the terminal is designated as "Closed" in this Schedule, Free Time shall be allowed on Inbound, Outbound, and Transshipped Goods, as follows:

<b>Containerized Goods</b>	<b>Coastwise Trade</b>	<b>Intercoastal Trade</b>	<b>Foreign and Offshore Trade</b>
Inbound:	5 days	4 days	4 days
Outbound:	5 days	4 days	5 days
Transshipped:	5 days	4 days	5 days

Free Time for Containerized Refrigerator Goods and Out-of-Gauge units (OOG) shall be two (2) days.

No Free Time will be allowed on empty Containers received at the terminal for storage only.

No Free Time will be allowed on loaded Containers that arrive on terminal via gate or rail and subsequently depart without any Vessel movement in between arrival and departure.

Empty Containers that are damaged and cannot be used for Goods or cannot be moved without special equipment must be removed from the Terminal Facility within 14 days. If not, TTI will arrange for disposal at the Owner's expense.

TTI will manage, administer and collect carrier's inbound demurrage. TTI will reimburse to carrier 100 percent of collected carrier's inbound demurrage less terminal demurrage and an administration fee of 15 percent of the difference between the collected carrier's demurrage and terminal demurrage.

**PART V.C**

**FREE TIME NOT EXTENDED**

When Customer or consignee is prevented from removing Goods from the terminal for any reason, including Container unavailability, due to factors beyond TTI's control, including, without limitation, organized labor activity of any kind, chassis shortages, rail car shortages or other rail provider caused delays, Containers remaining at a Terminal Facility beyond the designated Free Time shall remain subject to the demurrage charges in accordance with this Part to the greatest extent allowed by law. TTI may, in its sole discretion, extend the Free Time allowed beyond the last free day with respect to any Goods to the extent allowed by law.

**PART V.D**

**RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME**

Per day or fraction, Saturdays, Sundays, and holidays included, on the same basis on which Wharfage is assessed, except as noted. (These rates apply to inbound and outbound Goods.)

Overall Length in Feet		Charge Per Day First 5 Days	Charge Per Day After 5 Days
Over 0	But not Over 20	\$36.23	\$65.44
20	40	\$70.03	\$135.01
40	OVER	\$94.99	\$181.47

Per day or fraction, Saturdays, Sundays, and holidays included, on the same basis on which Wharfage is assessed, except as noted.

**PART V.E**

**EXTENDED ON-TERMINAL STORAGE/TERMINAL CONGESTION FEE**

Effective Monday January 10, 2022, TTI will implement the following Extended On-Terminal Storage/Terminal Congestion Fee on all inbound loaded containers that remain in TTI's Long Beach marine terminal more than eight (8) calendar days following discharge from a vessel.

- a. No Extended On-Terminal Storage/Terminal Congestion Fee charge for storage days 1 through 8 the container is on terminal and available for delivery;
- b. \$100 per day for days 9 through 14;
- c. \$150 per day for all days thereafter.

The eight (8) day period will begin to run on January 10, 2022. The Extended On-Terminal Storage/Terminal Congestion Fee is in addition to demurrage and other applicable charges and fees.

The purpose of the Extended On-Terminal Storage/Terminal Congestion Fee is to defray costs being incurred by TTI as a result of excessive terminal congestion, including but not limited to operating cost associated with the excess storage of inbound loaded containers that remain in TTI's yard in excess of eight (8) calendar days following the date of discharge. Containers bound for inland points by rail are excluded from the Extended On-Terminal Storage/Congestion Fee.

**SECTION VI: MISCELLANEOUS RATES**

**HOURLY EQUIPMENT RENTAL RATES**

Rates do not include operators:

Container Cranes..... \$978.50 per hour

Rubber Tired Gantry Crane.....	\$294.57 per hour
Reachstacker .....	\$268.06 per hour
Toploader.....	\$214.04 per hour
Empty Handler .....	\$187.54 per hour
Forklift (up to 10,000 lbs. capacity).....	\$48.92 per hour
Forklift (15,000 lbs. capacity) .....	\$64.21 per hour
Forklift (25,000 lbs. capacity) .....	\$80.52 per hour
Forklift (30,000 lbs. capacity) .....	\$85.62 per hour
Forklift (35,000 lbs. capacity) .....	\$106.01 per hour
Bombcarts.....	\$13.25 per hour
UTR's.....	\$38.73 per hour
Mafi.....	\$308.84 per day

**EXTRA LABOR MAN HOUR RATES - PER MAN HOUR**

1st Shift.....	\$199.98
2nd Shift.....	\$254.58
3rd Shift .....	\$309.19
1st/2nd Shift Weekend/Holiday .....	\$281.97
3rd Shift Weekend/Holiday.....	\$331.16

**MISPARKED CONTAINER FEE/IN-TERMINAL TRAFFIC VIOLATION** ..... \$143.00  
 Charged to truckers bringing in Containers that are not parked in the assigned specific drop-off location or violate traffic instructions within the Terminal Facility.

**TERMINAL SECURITY FEE**..... \$2.71  
 Per Container, full or empty discharged or loaded from or onto a Vessel. Transshipment Containers will be charged the fee on discharge. No fee will be charged when loaded to a second Vessel.

**PLACARDING OF CONTAINERS**

Per placard attached.....	\$78.70
Per placard removed.....	\$78.70

**UNAUTHORIZED CHASSIS FLIP** ..... \$124.26

**DAMAGED CHASSIS WITHOUT AUTHORIZATION FOR REPAIR, PER DAY**

Storage of chassis without authorization for repair ..... \$25.00

Charged per unit per day after two (2) calendar days unless written authorization for repair has been provided to TTI or its designee. If chassis repair is authorized and once the chassis has been repaired and the chassis owner has been notified, the chassis owner will have 4 business days to dray the chassis off terminal, after which the above storage fee will apply.

Chassis not authorized for repairs after 30 days will be repaired by TTI using the Extra Labor Rate and TTI's standard task times, billable to the chassis owner.

**BARE CHASSIS STORAGE, PER UNIT PER DAY: \$10.00**

**MAINTENANCE AND REPAIR SERVICES**

The M&R Rates set forth in Appendix I shall be applicable to all parties provided M&R services on the terminal.

All chassis will undergo a roadability inspection prior to egress from any Terminal Facility.

**REQUESTS FOR CHECKING OF SEALS AND/OR TAKING PICTURES.....\$107.90**  
(No handling of Container required)

**STAGING CONTAINERS FOR INSPECTION OF CONTAINER OR CARGO ..... \$344.50**  
(Non-Government related. Includes cost to take from the stack, dray to the exam area and resealing of the Container)

**CHASSIS CHANGE UPON REQUEST OF TRUCKER ..... \$124.26**

**ON-TERMINAL DRAYAGE ..... \$111.84**

**WEIGHING OF CONTAINERS ON-TERMINAL.....\$200.90**

NOTE: TTI does not offer container-weighing services for determining the VGM of any Container in connection with SOLAS requirements.

**PRE-MOUNT CONTAINERS ON WHEELS ..... \$167.77**

**CONTAINER RE-HANDLING ..... \$124.26**

Charged for each Container handled as a result of the request.

**OUT-OF-GAUGE (OOG) SERVICES**

Receiving/Delivery of OOG Container or flat rack

Stripping/loading of OOG Container or flat rack

Tier 1 .....	\$124.26
Tier 2 .....	\$778.76
Tier 3 .....	\$946.52
Tier 4 .....	\$1,113.25
Tier 5 .....	\$1,224.05
Tier 6 .....	\$1,446.71
Tier 7 .....	\$1,669.35
Tier 8 .....	\$2,002.81
Tier 9 .....	\$2,336.26
Tier 10 .....	\$3,560.32
Tier 11 .....	\$3,893.77
Tier 12.....	Extra Labor, plus materials at cost plus 15%.

TTI will determine the applicable tier based on the weight and dimensions of the Goods. Rates include labor, equipment and supervision. TTI reserves the right to adjust the table at any time.

**OOG RE-HANDLING CHARGE DUE TO INCORRECT WEIGHT ON MANIFEST** ..... \$222.65

**FAILURE TO APPEAR FOR AN OUT-OF-GAUGE APPOINTMENT** ..... \$1350.00

**FAILURE TO APPEAR FOR A CONTAINER APPOINTMENT** ..... \$57.19

For appointments made to pickup import Containers or drop off export Containers. Fee applies to the Container for which the appointment was made, but not honored. Charge compensates on cost incurred by TTI for staffing ordered but not used for the appointment.

**RATES FOR GOVERNMENT, USDA, and USCBP and OTHER SECURITY EXAMS.** \$344.50  
(Includes cost to take from the stack, dray to the exam area, and reseal the Container)

**RATES FOR MISCELLANEOUS SERVICES** ..... \$85.03

**THROUGHPUT RATE** ..... \$407.44

The rate applies to an ISO in-gauge Container 20'/40'/40'HC/45' in length, loaded or empty, discharged off a Vessel into the Container yard and subsequently delivered out the gate to shipper/consignee's authorized personnel, or per move for an ISO in-gauge Container, loaded or empty, received through the gate into the container yard and loaded onto a Vessel. The rate includes Vessel overtime, detentions (except Standby for Vessel), non-productive work time (unused ILWU guarantee) and Wharfage. The associated gate and yard activities are straight time only. All other charges are to be invoiced separately. Excludes 48' and 53' Containers, which will be quoted on a case-by-case basis. Rehandles charged at throughput rate.

**GANGWAY GUARDS**

Per Hour ST ..... \$126.13

Per Hour OT ..... \$183.94

Minimum guarantees apply.

**REFRIGERATED EQUIPMENT RATES**

Plug/Unplug charge, on terminal and on board Vessels, per activity ..... \$72.78

Monitoring/Electricity, per unit per day ..... \$123.54

Genset Mount/Dismount, per activity ..... \$114.25

Fueling of Gensets (labor only), per activity ..... \$67.58

Genset Fuel.....per U.S. Government website,  
[www.eia.gov/petroleum/gasdiesel](http://www.eia.gov/petroleum/gasdiesel), plus 20%

**RAIL LIFT**

Charge per lift, 1st and 2nd shifts, with Vessel-related move ..... \$191.58

Charge per lift, 1st and 2nd shifts, without Vessel-related move ..... \$460.83

Rail Switching/shunting shall be applied on a pro-rata basis on a percentage of carrier volume.

<b>EMPTY CONTAINER STORAGE</b> .....	\$5.10
Per unit, per day. Free allocation of 5% of throughput moves per Vessel.	
<b>GATE MOVE (IN-GAUGE)</b> .....	\$93.57
<b>MOUNT/GROUND OF CONTAINER (IN-GAUGE)</b> .....	\$93.20
<b>CONTAINER ROLL FEE</b> .....	\$285.91
Per unit rolled to a different Vessel and/or port of discharge. Includes handling of other Containers required to complete the roll. Containers may be rolled up until Vessel Cargo cut-off.	
<b>RE-DELIVERY OF CONTAINER WITHOUT A VESSEL MOVE</b> .....	\$372.81
Charge for Containers brought on terminal and subsequently removed from terminal without a Throughput move. Wharfage charges also apply.	

**TESTING OF AT-RISK REEFERS**

			<u>Passed (1)</u>	<u>Failed (2)</u>
Test Services 1st unit per trip - ST	\$380.51	\$860.07*		
Test Services 1st unit per trip - OT	\$495.19	\$974.75*		
Test Services each additional unit/trip- ST	\$250.20	\$729.76*		
Test Services each additional unit/trip - OT	\$302.33	\$781.89*		
Standby Time - straight time			\$130.31/hour	
Standby Time - overtime			\$192.86/hour	

(1) For test samples that pass initial test indicating no contamination. These samples are not sent to a third party for analysis.

(2) For test samples that fail the initial test indicating contamination. These samples are sent to a third party for analysis.

\* Rate based on a standard 5-day turn around to receive test results. If an expedited turnaround is required, the additional charge would be:

24-hour turnaround.....	\$ 119.89
48-hour turnaround.....	\$ 59.94
72-hour turnaround.....	\$ 29.97

Dray charge for testing of At-Risk Reefers (per reefer, one way) ..... \$312.00

Daily Storage charge for Failed At-Risk Reefers (per Failed Reefer)..... \$11.44

**HAZARDOUS SURCHARGE**

A per unit surcharge assessed to each unit with Hazardous Cargo

- a. Class 1.....Subject to acceptance by Terminal Management
- b. Class 2.1, 2.3..... \$325.00
- c. Class 2.2..... \$110.00
- d. Class 3..... \$325.00
- e. Class 4..... \$325.00
- f. Class 5..... \$325.00
- g. Class 6..... \$325.00
- h. Class 7.....Subject to acceptance by Terminal Management
- i. Class 8..... \$110.00
- j. Class 9..... \$175.00

**53 FOOT CONTAINER SURCHARGE** ..... \$155.00  
Per 53 foot Container, in addition to the Throughput Rate.

**53 FOOT CONTAINER RACK SURCHARGE** ..... \$100.00  
Per 53 foot Container rack handled in conjunction with 53 foot Containers.

**FUEL SURCHARGE** .....35% of the price per gallon.  
Applied to each if the price of fuel exceeds \$5 per gallon as determined by taking the average of the previous 26 weeks' diesel prices as published on the California diesel prices weekly average located on the government web site <http://www.eia.gov/petroleum/gasdiesel>.

**ALTERNATIVE MARINE POWER (AMP)**  
Plug/Unplug Charge, per Vessel call..... \$1,960  
Includes the plug into the shore power utilizing the Vessel's plug/cable and unplug from shore power.  
Additional activities if required operationally..... \$363.88  
Electricity usage during the Vessel call..... actual charges from local department of power.  
Attending Port of Long Beach or Port of Seattle port engineer.....actual charges from Port of Long Beach or Port of Seattle  
Charged for reconciliation and consolidation of Port of Long Beach or Port of Seattle invoices:  
Invoice processing fee, per invoice ..... \$83.17

**FRESHWATER RATES**  
Fresh water supplied by TTI shall be charged per Port of Long Beach Tariff No. 4 or Northwest Seaport Alliance Terminals Tariff No. 300, as applicable.

**OUT-OF-SERVICE CHASSIS**  
Fee to dray out-of-service chassis off terminal ..... \$375.00  
Charged per chassis, whether single or bundled



**APPENDIX I**

Standard Task Tariff & Rate Schedule for Equipment  
Maintenance and Repair

Effective July 1, 2017 through June 30, 2018

**Man-Hour Rates**

<u>1st Shift</u> <i>S/T</i>	<u>2nd Shift</u> <i>S/T</i>	<u>1st &amp; 2<sup>nd</sup> Shift</u> <i>O/T</i>	<u>3rd Shift</u> <i>S/T</i>	<u>3rd Shift</u> <i>O/T</i>
161.74	\$203.25	\$224.64	\$244.76	\$262.36

**Spare Parts**

Spare parts used for Maintenance and Repair shall be charged at list price plus 15%.

**Repair Estimates**

Estimates provided which do not result in a subsequent repair shall be charged at 30 minutes at the prevailing man-hour rate.