

**WEST BASIN CONTAINER
TERMINAL LLC MARINE TERMINAL
OPERATOR SCHEDULE
No. 1
REGULATIONS/PRACTICES/RATES**

WEST BASIN CONTAINER TERMINAL LLC
111 West Ocean Blvd., Suite 1610
Long Beach, CA 90802

Table of Contents

| | |
|---|----|
| 1. SCHEDULE | 3 |
| 2. SUBSCRIBING TERMINAL | 4 |
| 3. DEFINITIONS | 4 |
| 4. OPERATOR'S RULES | 5 |
| 5. CUSTOMER'S OBLIGATIONS | 14 |
| 6. EXTRA WORK/LABOR | 18 |
| 7. TRAFFIC MITIGATION FEE | 19 |
| 8. LABOR STANDBY, DETENTIONS AND DEADTIME | 19 |
| 9. COMPENSATION | 19 |
| 10. LIEN PROVISIONS AND SECURITY INTEREST | 20 |
| 11. INDEMNITY | 23 |
| 12. INSURANCE | 25 |
| 13. INDEPENDENT CONTRACTOR | 26 |
| 14. APPLICABLE LAW | 26 |
| 15. FORCE MAJEURE | 26 |
| 16. ATTORNEY'S FEES AND COSTS | 27 |
| 17. PARTIAL INVALIDITY | 27 |
| 18. LOSS/DAMAGE TO GOODS (CLAUSE PARAMOUNT) | 27 |
| 19. UNCONTROLLABLE CAUSES OF LOSS/DAMAGE | 28 |
| 20. NO CONSEQUENTIAL DAMAGES | 28 |
| 21. LOSS/DAMAGE CLAIMS | 28 |
| 22. CLAIM DOCUMENTATION | 29 |
| 23. DUTY TO ACCEPT GOODS | 29 |
| 24. REFUSED/ABANDONED GOODS | 29 |
| 25. ACCESS AND USE | 30 |
| 26. EOC COMPLIANCE AND NON-DISCRIMINATION | 32 |
| 27. ELECTRONIC DATA INTERCHANGE | 33 |
| 28. CONSTRUCTION AND INTEGRATION | 33 |
| 29. STEVEDORE/YARD/GATE SCHEDULE OF RATES | 33 |
| 30. REPAIR AND MAINTENANCE OF EQUIPMENT | 38 |
| 31. CONTAINER STACK TRAIN SERVICE | 39 |
| 32. SHORE POWER SERVICES | 48 |
| 33. STORAGE CHARGES | 56 |
| 34. VESSEL SPEED REDUCTION PROGRAM | 59 |
| 35. DOCKAGE | 59 |
| 36. CUSTOMER'S SAFETY OBLIGATIONS | 60 |

1. SCHEDULE

Other than as provided in this Schedule, all rules and regulations set forth in the Port of Los Angeles Tariff No. 4, or its successor, shall apply (referred to herein as the “Port of Los Angeles Tariff”).

In the event that an executed agreement with Rates does not exist between a CUSTOMER and OPERATOR, or for agreements that do not address specific rules, regulations, Rates, charges, and or fees contained herein, the provisions of this Schedule shall apply. For the avoidance of doubt, this Schedule shall supplement any rate sheet agreed to by OPERATOR to the extent that the rate sheet is silent with respect to any rule, term, regulation, rate charge, and/or fee contained herein.

Use of the Terminal, wharves, other facilities, or property or the receipt of Services under the jurisdiction of or provided by OPERATOR shall constitute a consent to and acceptance of the terms and conditions of this Schedule and evidences an agreement on the part of all vessels, their owners, charterers and agents, or other users or recipients of Services (including cargo and equipment) to pay all applicable charges and abide by all rules and regulations of OPERATOR and abide by the rules and regulations of this Schedule.

Except as otherwise provided in this Schedule, the applicable Rates, charges and fees shall be those in effect at the time Services are rendered, plus any interest or additional charges or fees.

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.

OPERATOR reserves to itself the right to interpret and determine the applicability of any of the Rates, charges, or fees provided for in this Schedule and to assess charges or fees in accordance with any such interpretation and determination. OPERATOR reserves to itself the right to determine the applicability of any rule or regulation of this Schedule and to enforce any such rule or regulation in accordance with any such interpretation or determination. OPERATOR reserves the right to invoice CUSTOMER for services not specifically identified in this Schedule at reasonable rates. Rates for services rendered may be invoiced on a per hour basis, per container basis, flat rate, or otherwise. Furthermore, in the case of changed circumstances or unforeseen events, OPERATOR reserves the right to adjust the rates set forth herein, including by way of an added surcharge, by e-mail notification to CUSTOMER.

Pursuant to 46 C.F.R. § 541.4 and Federal Maritime Commission guidance provided in *Federal Register Vol. 89, No. 38* at p. 14357 (Feb. 26, 2024), OPERATOR hereby reserves its right to issue invoices for charges for detention and/or demurrage to all permissible parties, including beneficial cargo owners and motor carriers, subject to the terms and charges provided within this Schedule

This Schedule does not include an expiration date.

This Schedule is published and made available to the public pursuant to the United States Shipping Act of 1984, as amended, and shall at all times be legally enforceable as between CUSTOMER and OPERATOR. All references to a tariff, schedule, Service, etc. of OPERATOR shall be deemed to refer to this Schedule and the Rates, regulations and practices, and terms and conditions, set forth herein.

This Schedule may be changed by OPERATOR from time to time without notice. All rates shall be subject to periodic adjustment, at OPERATOR'S sole discretion. Any vessel operations that span the timeframe from the then current rates to the newly adjusted rates shall be invoiced at the newly adjusted rates to the extent permitted under applicable law, rule, or regulation.

2. SUBSCRIBING TERMINAL

WEST BASIN CONTAINER TERMINAL LLC
111 West Ocean Blvd., Suite 1610
Long Beach, CA 90802

3. DEFINITIONS

“CUSTOMER” refers to any alliance, alliance member, vessel, vessel owner, carrier, agent, vessel operator, motor carrier, vehicle, conveyance, consignor, consignee, beneficial Cargo owner, person, Cargo, equipment, chassis, or any other person or entity, including but not limited to the agents, other providers, and other subcontractors (at any level) of any of the foregoing, who is provided with, benefits from, or receives any Services whatsoever, or person or business entity who owns or claims an interest in, right to, attachment, or lien regarding any vessel, vessel equipment, equipment, or Cargo.

“Goods” or “Cargo” refers to all cargo, goods, and other personal property items, including any equipment associated with or utilized by the foregoing, with respect to which OPERATOR is requested to and or does perform any Services, and all packing, packaging, crates, cradles, pallets, tanks, platforms, flatbeds, trailers, containers, chassis, other equipment, and other items, materials, and supplies associated therewith, and any goods or cargo that benefits from Services at the Terminal or utilizes the Terminal. The capitalized and non-capitalized words “Goods” and “Cargo”, as well as both the singular and plural versions of each, shall have the same meaning as Goods and Cargo in this definition.

“OPERATOR” means West Basin Container Terminal LLC as applicable to the Service(s) to be provided.

“Handling” means the Service of physically moving Goods at the Terminal.

“WBCT” means West Basin Container Terminal LLC.

“Loading” and “Discharging” means the service of loading or unloading Goods between a place of rest at the Terminal and any vessel, rail car, trucks motor vehicle, or other conveyance.

“POLA” or “Port” means Port of Los Angeles.

“Port of Los Angeles Tariff” or “Port Tariff” means The Port of Los Angeles Tariff No. 4 or its successor.

“Rate” means a price OPERATOR will charge for providing a Service in or around the Terminal.
“Terminal” means a facility with one or more structures comprising a terminal unit owned and/or operated by OPERATOR, including, but not limited to, docks, wharves, warehouses, covered and or open storage spaces, cranes, buildings, other structures, property, and any equipment.

“Service” or “Services” includes checking Cargo, dockage, free time, Handling, rehandling, loading and unloading, Storage, terminal usage, wharfage, and wharf demurrage, as defined herein, as well as any other providing of, use of and or access to a Terminal whatsoever, including any providing of, use of and or access to personnel, labor, services, materials, supplies, tools, equipment, personal property and real property, water, electricity, and other service, supplies, or materials, and whether provided at such Terminal or elsewhere.

“Storage” means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound Cargo including related equipment after the expiration of free time, if applicable, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.

4. OPERATOR’S RULES

4.1 GENERAL

OPERATOR shall:

- A. Provide and perform at its respective Terminal the Services as hereinafter described for the CUSTOMER’S full and empty 20’, 40’ and 45’ sea freight containers Loaded to or Discharged from container vessels with fitted lashing equipment. Stevedoring Services for CUSTOMER’S full and empty 53’ or non-20’/40’ sea freight containers as well as non-containerized Cargo shall be subject to a surcharge and, if necessary, Extra Labor per the Schedule of Rates.
- B. Supply all necessary employees, labor, supervision, normal existing security service, necessary electrical power supply system and necessary equipment based on I.S.O. standards and non-containerized stevedoring and Terminal Services.
- C. Perform stevedoring Services in accordance with the ILWU/PMA Collective Bargaining Agreement. Third shift work will be performed only if requested by CUSTOMER and accepted by OPERATOR, at CUSTOMER’S expense.
- D. Perform yard and gate Services according to the “Gate Schedule” posted on the homepage of the Terminal website — <http://wbct.us>. Yard and gate Services outside the posted hours may be performed, if requested in writing by CUSTOMER and accepted by OPERATOR, at CUSTOMER’S expense.
- E. Maintain connectivity with the Automated Commercial Environment (ACE). OPERATOR and CUSTOMER mutually agree to participate in voluntary security “partnership” programs or other initiatives as developed by U.S. Customs, U.S. Coast Guard or other state or federal regulatory agencies.
- F. Pursuant to 46 C.F.R. § 541.1, *et al*, OPERATOR shall issue demurrage and detention invoices within thirty (30) calendar days from

the date on which the charge was last incurred. CUSTOMER will have thirty (30) calendar days from the demurrage and/or detention invoice issuance date to request mitigation, refund, or waiver of fees from OPERATOR.

G. Provide a priority access lane granting preferential access to zero- and near-zero-emission trucks or other drayage vehicles.

4.2 VESSEL STEVEDORING

OPERATOR shall:

- A. Plan Discharging and Loading sequences of containers, as well as non-containerized Cargo, in accordance with the inbound stowage plan and the pre-stow instructions of CUSTOMER.

All or part of CUSTOMER'S outbound containers may be mix-stowed with CUSTOMER'S, or any other containers, for the same discharging port.

Master or CUSTOMER'S agent shall approve the loading plan prior to commencement of Loading.

- B. Prepare and furnish to CUSTOMER appropriate outbound container stowage plan.

- C. Lash or unlash containers, as well as non-containerized Cargo, stowed on or under deck of vessels.

- D. Discharge inbound containers from vessels and deck them in the Terminal or keep them on wheels per OPERATOR'S operational requirements.

Inbound intermodal train containers may be decked or wheeled per OPERATOR'S discretion at an area in the Terminal designated by OPERATOR for special release.

- E. Dray outbound containers from a point of rest in the Terminal to the berth, load to and stow them onboard vessels.

- F. Discharge non-containerized Cargo from vessels or load to and stow non-containerized Cargo onboard vessels. Additional expenses related to such Service shall be billed per the Schedule of Rates.

Shift container; from a cell to another cell or on-land containers and re-load them onboard vessels as per CUSTOMER'S instruction. A surcharge shall apply.

Change of discharging port, optional stowage, etc., shall be for CUSTOMER'S account. Expenses for shifting rehandling i.e., set-asides of each related container shall be for CUSTOMER'S account.

- G. Check and record the movement of containers and non-containerized Cargo on and off vessels and shifted onboard vessels, taking damage exceptions where possible from visual inspections. When exceptions are noted, a report shall be promptly provided.

4.3 GANG ORDERING AND BERTHING OF VESSELS

- A. OPERATOR will assign a berth as available upon the arrival of CUSTOMER'S container vessel and, unless otherwise agreed between OPERATOR and CUSTOMER, start vessel's operation at the commencement of the next 1st or 2nd shift succeeding the vessel's arrival at the Terminal.
- B. OPERATOR shall, unless otherwise agreed, decide the number of gangs to order after consulting with CUSTOMER in advance.
- C. Labor gang(s) will be ordered by OPERATOR on the basis of the latest ETA given by CUSTOMER before closing time to file/cancel labor gang orders for the anticipated working shift.
- D. If requested by CUSTOMER, OPERATOR will order gangs for a vessel known to be arriving after beginning the work shift, provided that CUSTOMER is responsible for standby costs associated with a delayed arrival.
- E. OPERATOR will arrange gang(s) for 3rd shift upon request of CUSTOMER. Any labor standby, detentions (except those caused by OPERATOR or his equipment), and deadtime incurred on 3rd shifts shall be for the account of CUSTOMER.
- F. Extra labor will be for CUSTOMER'S account.
- G. OPERATOR shall not be responsible for shortage of or inability to obtain labor gang(s) or labor.

4.4 CONTAINER YARD ACTIVITY

- A. OPERATOR shall:
 - 1. All full outbound and inbound containers, as well as empty containers, will be decked in the container yard except for those the OPERATOR chooses to be kept on wheels such as, but not limited to, hazardous Cargo, live reefers and over-dimensional Cargo, flat racks, and tanks, at OPERATOR'S discretion. However, OPERATOR may wheel certain containers to achieve or meet turn time goals provided chassis and space are available.
 - 2. Deliver containers to be released to truckers and deck containers received from truckers, except those to be kept on wheels per OPERATOR'S operational requirements and described in Section 4.4 A. 1.
 - 3. Plug and unplug (or the reverse) each reefer container entering (Export) or exiting (Import) the yard. A minimum of two (2) charges shall apply for each container. OPERATOR shall monitor temperatures and ventilation settings on the reefer units approximately every twelve (12) hours, and report to CUSTOMER any discrepancies found as soon as practicable. The documentation shall be kept by the OPERATOR and provided to the CUSTOMER upon request. Check temperatures of export (outbound) reefer containers received through the gate per the receiving procedure as mutually agreed upon.
- B. Release of Local Delivery Containers
Containers will become available for pick-up at the start of the next working shift subsequent to 3:00 a.m. after each container has been discharged from the

working vessel, provided all release criteria contained in the system of the OPERATOR have been met and import pick-up appointment has been secured.

C. Release of Empty Containers

Empty containers will be decked for delivery to truckers or for loading to vessels by container type and size. OPERATOR will not release empty containers by number for off-leasing or any other purpose.

In the event the release of specific empty containers is requested and granted by OPERATOR, CUSTOMER shall be accountable for all shifting/rehandling fees to/from for each related container to access target empty container(s).

D. Live Reefer Containers Hazardous Containers Over-Dimension Containers Late and Early Received Outbound Containers

Live reefer containers, containers with certain classes of hazardous materials, over-dimension containers, outbound containers received after cut-off and outbound containers received for other than the immediate vessel will be kept on wheels on the Terminal per OPERATOR'S operational requirements.

If CUSTOMER'S reefers require halide testing per the by P.M.A. HAW established reefer halide testing procedures, CUSTOMER shall be responsible for all costs. Daily Storage fees for failed halide test container shall be applicable and for the account of CUSTOMER. In the event halide testing delays and causes standby or rehandling in the yard and or against the vessel. CUSTOMER shall be accountable and billed at the Extra Labor Rate, which is additional to the halide test and Storage fees, if any.

E. Receiving of Outbound (Export) Containers

In order for OPERATOR to receive an outbound loaded container prior to the free time for a scheduled vessel, CUSTOMER must consent to the applicable wharf demurrage charges. Free time allowed and wharf demurrage charges are set forth in the Port of Los Angeles Tariff and may be changed from time to time at the discretion of the Port of Los Angeles.

Bare chassis drayed out of the Terminal after the decking of an outbound full or empty container are subject to the normal gate processing, equipment interchange receipt ("EIR") issuing and fees, if applicable.

F. In Yard Shifting, Rehandling

If CUSTOMER requests that a container be shifted or rehandled for whatever reason e.g., rolls, vessel change, return to shipper, the applicable Rate shall be applied to the target container and each non-target container move to from its location.

G. In-Yard Drayage of Container

OPERATOR will perform in-yard drayage of containers per CUSTOMER'S request, per the requirement of any government agency, or per maintenance and repair needs, at CUSTOMER'S expense. Charges for additional drayage regarding the same equipment shall be for the account of CUSTOMER.

H. Chassis Switch Flip

OPERATOR will perform billable chassis switches for Terminal wheeled Cargo such as, but not limited to, out of gauge (“OOG”), hazardous, reefer, flat racks, tanks and trucker requested switches due to trucker owned chassis or CUSTOMER owned leased chassis, damaged chassis or shortage of genset chassis. OPERATOR will bill the CUSTOMER for all switches. CUSTOMER shall not be released of any chassis switch responsibility and fees due to the use of third party chassis pools. Any chassis switch caused by the negligence/fault of OPERATOR or Terminal convenience shall be for the account of OPERATOR.

I. Storage of Containers and Chassis

Inbound and outbound full containers will be stored in the Terminal subject to the Rates, rules, and regulations of wharf demurrage, wharf Storage and free time in this Schedule and in the Port of Los Angeles Tariff. To the extent permitted by Federal, State, and Local law and regulation, if CUSTOMER requests OPERATOR to collect port demurrage, OPERATOR shall forward CUSTOMER’S demurrage fees less the Port Tariff fees and less 15% of CUSTOMER’S total demurrage collected. If CUSTOMER waives, guarantees extends demurrage, CUSTOMER remains responsible and will be invoiced the Port Tariff fee. CUSTOMER will ensure that any demurrage requested by OPERATOR on CUSTOMER’S behalf will be for charges accrued in compliance with applicable local, state, and federal law (including but not limited to OSRA 2022 and California State AB-2406) and will defend, indemnify, and hold OPERATOR harmless for any violation of such law reflected in CUSTOMER’S demurrage.

For CUSTOMER inbound full containers discharged from a vessel to a first point of rest other than WBCT’s RTG stacks (an “Overcapacity Discharge”), if OPERATOR waives or refunds collection from the trucker, shipper, Cargo owner or consignee (a “Cargo Interest”) of Wharf Demurrage on Overcapacity Discharge containers, notwithstanding such Cargo Interest collection waiver or refund, CUSTOMER shall remain responsible to pay the applicable Wharf Demurrage to OPERATOR on such Overcapacity Discharge containers and will be invoiced the Port Tariff fee.

CUSTOMER will work with OPERATOR to minimize empty container Storage at the Terminal. In the event that storage exceeds the allowance, OPERATOR shall invoice CUSTOMER per the Schedule of Rates. Once the allowance is exceeded, OPERATOR may ask the CUSTOMER to redirect empty containers to other facilities. OPERATOR will have the right to cut-off empty returns if the allowance is exceeded after prior notification to CUSTOMER. In special circumstances i.e., construction, crane moves, when empty container volume is negatively impacting operation, OPERATOR may require CUSTOMERS to mitigate empty container returns to the Terminal or redirect empty containers to other facilities.

CUSTOMER shall ensure that the third-party chassis provider will have the necessary quantity of chassis available for CUSTOMER Cargo and Cargo which

is required to be on wheels such as, but no limited to, reefers, hazardous, non-containerized Cargo, flat racks, and tanks. In the event that the chassis provider does not supply the chassis and CUSTOMER Cargo is mounted on another chassis provider's equipment, CUSTOMER shall be subject to any applicable daily fees. CUSTOMER will also be responsible for switching to the correct chassis as soon as possible and at CUSTOMER'S expense. In no case shall OPERATOR be responsible for chassis usage fees.

Any unidentified chassis remaining on the Terminal and linked to CUSTOMER by yard and gate transaction history shall be the responsibility of CUSTOMER regardless of chassis ownership.

J. Government Carrier Inspections

CUSTOMER shall be accountable for expenses related to inspections conducted by OPERATOR, including but not limited to, Customs and Border Patrol ("CBP") inspection guidelines and any inspections that CUSTOMER requests.

CUSTOMER guarantees all inspection fees as stated in the Schedule of Rates and will be invoiced directly by OPERATOR.

OPERATOR will make reasonable commercial efforts to notify the CUSTOMER of pre-notified CBP inspections, but whether notified or not, CUSTOMER shall remain accountable for these inspection fees.

Government fees are based on straight time (ST). Any additional costs i.e., CBP overtime differentials, additional manning, materials, equipment required to complete the inspection to move CUSTOMER cargo shall be for the account of the CUSTOMER.

K. Containers Remaining on Terminal in Excess of 15 Days

Inbound full containers remaining on the Terminal in excess of fifteen (15) calendar days without express written exception from OPERATOR permitting Long Term storage ("Overstay Containers") are subject to the following special provisions and Rates: (1) any charges for Services or Storage applicable to such containers, including but not limited to Wharf Demurrage, may be immediately charged or invoiced to the CUSTOMER after the 15th day, and any additional charges or expenses incurred or accrued thereafter may be charged or invoiced to the CUSTOMER periodically at OPERATOR'S discretion. (2) Overstay Containers may be repositioned to facilitate efficient cargo operations on the Terminal at OPERATOR'S discretion, (i) without the requirement of any separate notice to the CUSTOMER to or among any locations within the Terminal or to or among locations not within the Terminal that are within the reasonable contractual control of the OPERATOR, or (ii) with a minimum of ten (10) days advance written notice to the CUSTOMER in the case of a relocation to a location not within OPERATOR'S control. (3) Any and all expenses or charges for repositioning, shifting, handling, transportation, storage, access, inspection, release, or otherwise, relating to the status of a container as an Overstay Container (i) shall be deemed a new category of Rates for such Overstay Container under Section 29 of this Schedule not included in any through-put Rate, and (ii) shall be for CUSTOMER's account. (4) The special provisions of this Section 4.4 K. are

in addition to all applicable provisions of this Schedule, including Rates and remedies, and shall not be construed in place of or as a waiver of any of the other rights or remedies of OPERATOR or other obligations or liabilities of CUSTOMER arising hereunder.

4.5 GATE ACTIVITY

OPERATOR shall:

- A. Receive full or empty containers on chassis, as well as bare chassis at in-gates per CUSTOMER'S instructions. No physical inspection of chassis will be performed at in-gates. OPERATOR shall make a cursory remote visual inspection of appearance of the containers and chassis and shall take exception notations for obvious damages or defects (found through such cursory visual inspection) on the interchange receipt with the following criteria:

In case of containers, if such damage or defects affects:

1. Basic structural integrity.
2. Normal Handling and transportation due to a decrease in structural strength or a deformation in excess of ISO external dimension tolerances.
3. Substantial decrease of the inside cubic volume due to a deformation.

In case of chassis:

4. Major structural damage.

Whether noted or not, OPERATOR will not be responsible for damages or defects to containers or chassis.

- B. In case of gate receipt OOG containers, OPERATOR shall report any discrepancies noted to the CUSTOMER-provided booking information, including:

1. Any over-height, over-width and over-length information not included in the booking information.
2. Any obstacles obstructing the safe loading of the OOG containers such as corner castings not accessible, no cell-guide clearance, etc.
3. Any loose lashing or shifting of the Cargo.
4. Any other requirements for the safe loading of OOG containers.

- C. OPERATOR shall comply additionally with the following regarding OOG containers:

1. Advise CUSTOMER of above discrepancies to prevent delays in loading to vessel.
2. Provide vessel with prestow information indicating vessel load locations of OOG containers.
3. Measure (to the best of OPERATOR'S ability) the oversize (over-height, over-width and over-length) dimensions after receipt of each

OOG container and list the same on the Exception List and departure Baplie File (attachments to the bay plans).

D. OPERATOR, however, will not receive the following containers:

1. Overweight containers exceeding the max-gross weight of the container as marked on the container.
2. Hazardous containers with the presence or release (including a threatened release) of hazardous substances inside and or outside of the container in violation of any laws, statutes, ordinances, regulations, rules or other governmental requirements.
3. Hazardous containers without accompanying proper documentation mutually agreed upon.
4. Hazardous containers without proper placards, unless OPERATOR is authorized to affix placards at CUSTOMER'S expense.
5. Flat rack or open-side containers with the Cargo not properly stowed and or secured for trans-Pacific carriage.
6. Empty containers having placards for hazardous material remaining on the container, unless OPERATOR is authorized to remove placards for hazardous materials at CUSTOMER'S expense.

All outbound containers shall be received prior to the cut-off time, which is the end of the first shift on the weekday (Mondays through Fridays, exclusive of holidays) prior to the commencement of vessel operations or an alternative schedule that is mutually agreed upon between OPERATOR and CUSTOMER. If, in its sole discretion, OPERATOR accepts a container past the cut-off time, the late receiving charge as specified in the Schedule of Rates of this Schedule will apply.

E. Release full or empty containers at out-gates per CUSTOMER'S instructions.

Import (inbound) containers will only be released upon receipt of electronic release authorization from CUSTOMER or its agent.

Empty containers to cover export bookings may be released from the Terminal.

Dray carriers are responsible to take exceptions upon leaving the Terminal for damages or defects found to CUSTOMER'S equipment, which OPERATOR will note on the interchange receipt.

OPERATOR shall provide an EIR, request seal numbers from dray carriers, and record seal numbers on loaded containers. OPERATOR will affix seals on containers where a seal is noted to be missing or damaged and will keep records of seal numbers for containers inbound and outbound in that category. OPERATOR will notify CUSTOMER immediately of any broken or missing seals.

F. Record seal numbers on loaded containers.

G. Weigh all outbound full containers received through Gate.

- H. Receive and deliver non-containerized Cargo at an area in the Terminal designated by OPERATOR. Charges shall be billed as Extra Labor to the CUSTOMER.
- I. Require full payment of the wharf demurrage Storage for each inbound container (or outbound, if applicable) prior to container's release from the Terminal.
- J. Offer voluntarily roadability. In the event that roadability is regulated or mandated, OPERATOR shall promptly advise CUSTOMER of such changes and the rates applicable shall, as a consequence, be established and assessed by OPERATOR of which payment shall not be unreasonably withheld by CUSTOMER. CUSTOMER'S truck turn times will be impacted by these repairs. OPERATOR shall not be held responsible for any costs related to the Cargo delays resulting from roadability repairs.
- K. Identify all 3rd gate moves or non-vessel related gate moves such as, empty repositioning, gate to train, train to gate, gate in out without vessel move. Such moves shall be for the account of the CUSTOMER and invoiced periodically per the Schedule of Rates.

4.6 MAINTENANCE AND REPAIR OF CUSTOMER'S EQUIPMENT

At OPERATOR'S discretion, OPERATOR may provide minimal and essential maintenance and repair services at the Terminal for CUSTOMER'S equipment.

- A. CUSTOMER will pre-authorize OPERATOR an automatic repair limit of \$500 per container. Repairs exceeding \$500 shall require authorization from the CUSTOMER excluding reefer live loads.
- B. When CUSTOMER requests and OPERATOR agrees to perform maintenance and repair services in excess of Section 4.6.A. above, CUSTOMER shall make decisions on the repair status of containers within 48 hours after CUSTOMER receipt of estimate. If authorization to repair is not received during this time, CUSTOMER must immediately dray off dock the damaged container(s) at CUSTOMER'S expense. Notwithstanding the aforementioned, any heavily damaged container exceeding 7 days within the Terminal shall be drayed off-dock immediately by and at the expense of CUSTOMER. OPERATOR shall not charge for estimates and drayage if CUSTOMER authorizes work. If estimated work is not authorized to be performed by OPERATOR, per above conditions, OPERATOR shall charge CUSTOMER for the cost of estimates, any photos and drayage incurred per container.
- C. If trucker utilizes roadability, an 8-point inspection shall be completed on the chassis and billed to the chassis provider unless CUSTOMER owns/leases the chassis and is legally responsible for repairs. Ownership shall be determined by the Pool of Pool equipment master list and, when necessary, the responsible party listed on Global Intermodal Equipment Registry (GIER). Any container repairs shall be for the account of the CUSTOMER.
- D. Due to the significance and value of reefer live loads, such repairs shall be completed automatically regardless of automatic repair limits per Section 4.6.A.

- E. When required by PMA/ILWU, halide testing shall be performed and billed to CUSTOMER per the Schedule of Rates. In the event halide testing delays and causes standby in the yard and or against the vessel, such costs and delay shall be for the account of CUSTOMER.
- F. Any loading, unloading of CUSTOMER'S equipment to and from flatbeds shall be billable to the CUSTOMER.
- G. Mechanic hourly rate is based on 1st/2nd/1st&2nd OT shifts excluding Shorepower or Cold Ironing hourly rates. Repairs completed on third shift shall be billed per the Schedule of Rates.
- H. All other maintenance or repairs not mentioned above or on the M&R Schedule of Rates shall be billed at Man Hour rates + materials + equipment + 20%.

4.7 **ON-DOCK DST (DOUBLE STACK TRAIN)**

OPERATOR, if requested by CUSTOMER, may provide on-dock train loading and discharging services for CUSTOMER'S dedicated on-dock train service of which terms and conditions shall be set forth in this Schedule at Section 32.

4.8 **SPECIAL CONTAINER SERVICE**

Charges for Special Container Service shall be issued in accordance with those categories listed within the Schedule of Rates, inclusive of additional Services, e.g., inspections of containers and Cargo, except as otherwise provided, at Rates per the Schedule of Rates. The receiving and delivery of breakbulk Cargo, not directly discharged from a truck to the vessels or loaded directly to the vessel from a truck shall be charged to CUSTOMER per the Schedule of Rates.

5. CUSTOMER'S OBLIGATIONS

5.1 CUSTOMER shall provide OPERATOR with all necessary information and instructions to allow OPERATOR to provide efficient Services, such as:

- A. Inbound (Import)
 - 1. Stowage Plan and Special Instructions.
 - 2. Reefer and Dangerous Cargo Manifests.
 - 3. Awkward Cargo List, including details of awkward containers and non-containerized Cargoes.
 - 4. A list of landbridge or near-dock double stack train ("DST") containers and particulars of truckers, destination, scheduling, etc. as agreed between CUSTOMER and OPERATOR.

CUSTOMER shall transmit all U.S. import stowage plan data along with all container and U.S. import Cargo manifest data via an EDI format acceptable to OPERATOR. Such transmission of data shall be received by OPERATOR no less than 72 hours prior to the ETA of each applicable arriving vessel.

- B. Outbound (Export)

1. Booking information regularly updated, inclusive of written instructions for dangerous Cargoes. CUSTOMER and OPERATOR shall close-out all booking information on a weekday (Mondays through Fridays, exclusive of holidays) at the time mutually agreed upon. OPERATOR shall follow the agreed upon close-out times and will be advised of such by CUSTOMER.
2. Details of dangerous Cargo, awkward containers and non-containerized Cargo.
3. One (1) copy of the trucker's Container Load Plan, if applicable.
4. Outbound pre-stow plan as soon as available and at least eight (8) hours prior to the commencement of vessel loading operations.
5. A list of all landbridge containers and requirements, if applicable.
6. CUSTOMER warrants that it is authorized by its shipper(s) as shipper's agent to use and verify OPERATOR scale weights as SOLAS compliant verified gross mass ("VGM") weights. CUSTOMER authorizes OPERATOR to use these weights and CUSTOMER hereby verifies such weights in the absence of a separately provided VGM.

C. General

1. CUSTOMER shall advise OPERATOR of vessel schedules and ETAs in advance and shall notify OPERATOR of any changes as they occur in sufficient time in order that OPERATOR can properly plan the yard and berthing space.
2. CUSTOMER shall coordinate with OPERATOR regarding information on delivery and receiving schedules in advance and shall maintain cut-off times in order to allow for the OPERATOR'S preparation for container Handling.
3. CUSTOMER shall provide OPERATOR, reasonably in advance, with any other special instructions for yard and/or gate operations to enable OPERATOR to prepare its operation plan to comply with such instructions.
4. CUSTOMER shall provide OPERATOR, via EDI fleet file transmission of its owned and leased containers and chassis to be handled on the Terminal specifying numbers, types and sizes of equipment.
5. CUSTOMER shall provide OPERATOR, by confidential means, advanced written notification of the following:
 1. Bullion or precious metal objects
 2. Precious stones or precious jewelry
 3. Bank notes or coins
 4. Bonds or negotiable instruments or securities of any type
 5. Valuable works of art
 6. Bloodstocks

6. CUSTOMER shall submit all port required Cargo data to the applicable Port of Los Angeles department for wharfage analysis.
7. CUSTOMER shall agree to the Port of Los Angeles's Environmental Tariff and or the Terminal's environmental requirements as set forth by the Port, City, State or Federal agencies.
8. CUSTOMER shall advise OPERATOR of its intentions to plug CUSTOMER shorepower equipped vessel to wharf side Terminal Shorepower Outlets (SPO) of which terms and conditions shall be set forth under separate agreement.
9. If CUSTOMER chooses an alternative strategy to Shorepower connection, CUSTOMER agrees to notify OPERATOR in advance to properly coordinate alternative operation with Terminal. If CUSTOMER'S alternative strategy requires Terminal to provide space, labor, equipment and management, costs shall be for the account of the CUSTOMER and billed under Extra Labor unless otherwise agreed.
10. Should CUSTOMER determine that OPERATOR has issued a demurrage and/or detention invoice to the incorrect party according to 46 C.F.R. § 541.7(d), CUSTOMER shall inform OPERATOR of such error immediately upon its discovery.

5.2 CUSTOMER CHASSIS

CUSTOMER shall arrange for sufficient chassis to be provided. OPERATOR shall not be held responsible for any costs incurred by CUSTOMER caused by inadequate chassis supply or OPERATOR'S use of chassis on the Terminal.

CUSTOMER will be responsible and accountable for certain chassis related Services provided by the OPERATOR., including:

- A. Chassis switches flips per Section 4.4 H. shall be for account of CUSTOMER.
- B. Any request by CUSTOMER to OPERATOR shall be at CUSTOMER'S expense. Such requests include, but are not limited to, bare chassis terminal drayage, bare chassis out gate release, and bare chassis holds.

5.3 ELECTRONIC DATA INTERCHANGE (EDI)

CUSTOMER shall establish EDI access to OPERATOR'S computer system for transmitting Outbound booking information and releases of inbound containers, as well as receiving gate activity data. The parties agree to transmit activity messages, principally terminal operations activity messages, within two (2) hours of the occurrence of the event. The requirement is to be met throughout the week including weekends and public holidays.

Computer services beyond normal terminal operator's functions may be provided by OPERATOR at CUSTOMER'S expense.

CUSTOMER shall maintain its ship, gear, and equipment in a safe condition in full compliance with all the requirements of Pacific Coast Marine Safety Code (PCMSC), United States Public Law 85-742 and O.S.H.A. regulations.

5.4 GOVERNMENT REGULATIONS. REQUIREMENTS. PROGRAMS

- A. CUSTOMER shall satisfy, abide and follow the various ocean vessel or container ship related regulations, requirements and programs implemented by the port, as well as city, state, and federal regulatory agencies. Unless otherwise stated, such costs shall be the sole burden of the CUSTOMER.
- B. CUSTOMER shall also be responsible for any additional government costs assessed to the Terminal to clear the Cargo for out gate. Additional to inspections and exams, such costs could be for additional manning, government equipment leasing costs, overtime, etc. If billed to OPERATOR, OPERATOR shall pass through the costs to CUSTOMER unless special administrative steps are required. In this case, invoicing shall be completed on an Extra Labor basis.
- C. Legal Requirements for Invoices Containing Ocean Carrier Charges. Pursuant to the Ocean Shipping Reform Act of 2022 (“OSRA 2022”) effective on the later of June 17, 2022 or the effective date of the first publication of this Schedule No.1 containing this provision 5.4.C, any demurrage and or detention invoice governed by OSRA 2022 shall be subject to the following: (i) the OPERATOR acts as agent for the Carrier, and relies upon the representations, warranties of and accuracy and completeness of information supplied by the Carrier, as applicable, with respect to contents of Carrier charges on each invoice, and (ii) OPERATOR may issue demurrage and detention invoices in accordance with existing practice on an interim basis, but OPERATOR expressly reserves the right to amend and or reissue invoices as soon as technically practical to the extent additional information is required to be provided pursuant to OSRA 2022 or other changes in law or regulations. For the purposes of OSRA 2022, such invoices shall supersede and replace a previously issued invoice so long as such replacement invoice does not increase the aggregate Carrier charges assessed on the original invoice. Any certification with respect to a Carrier’s compliance with OSRA 2022 or other law or regulation contained on an OPERATOR invoice is made solely on the basis of reliance on representations of the Carrier. Further, as of June 17, 2022, the OPERATOR has requested, and expects but has not yet received confirmations and consents from all Carriers concerning OSRA 2022 Carrier statements and certifications, including as described in Sections 7(L) and (m) of OSRA 2022, and any such statement or certification contained in an invoice from the OPERATOR is therefore limited to the information and belief of the OPERATOR for the period of time that this provision remain in effect in this Schedule No. 1.
- D. CUSTOMER agrees to defend, indemnify and hold OPERATOR harmless from and against any claims that may be asserted against OPERATOR resulting to or arising from information contained in a demurrage and/or detention invoice governed by OSRA 2022. CUSTOMER further understands and acknowledges that compliance with the requirements set forth in OSRA 2022

are the CUSTOMER'S responsibility and that CUSTOMER releases OPERATOR from any liability in relation thereto.

5.5 HAZARDOUS SUBSTANCES

Hazardous substances, as used herein, shall mean any hazardous, toxic, dangerous, or extremely dangerous substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local governmental authority. The term includes, without limitation, any substances containing constituents regulated as specified above.

CUSTOMER shall notify OPERATOR of any container with Cargo containing any hazardous substances and CUSTOMER shall be fully responsible for the proper and lawful transportation of the Cargo.

In the case of outbound containers, OPERATOR will make commercially reasonable efforts to detect and reject receiving such containers with the presence or release (including the threatened release) of hazardous substance in violation of any laws, statutes, ordinances, regulations, rules and other governmental requirements.

5.6 HAZARDOUS AND NON-HAZARDOUS MATERIAL RESPONSE

CUSTOMER shall have the full and sole responsibility, at its expense, to manage and prepare all arrangements for the immediate remediation and removal of leaking, damaged or exposed hazardous or non-hazardous Cargo from the Terminal and for damaged (including leaking) non-hazardous Cargo remediation, transloading or removal from the Terminal. Such arrangements shall include but not be limited to: discussions with shippers, consignees or other responsible parties; contracting with all required vendors to complete the process described above; providing consistent status updates to OPERATOR; providing all applicable and or required documentation of container and compensation to OPERATOR for all labor, equipment rental and materials provided during OPERATOR'S assistance with remediation efforts as may be agreed by and at the sole discretion of OPERATOR.

While responsibility always remains with CUSTOMER, if and when OPERATOR detects and or determines that: (1) there is a leak or spill of a hazardous or non-hazardous chemical or substance; (2) a container is giving off an odor; or (3) a container has significant damage or has been involved in an incident that poses a risk or threat to the Terminal, environment, or employees, OPERATOR shall notify CUSTOMER and promptly take such action as is necessary and possible by OPERATOR to mitigate and correct the violation. These actions will be at CUSTOMER'S sole expense.

CUSTOMER shall be fully responsible for the treatment, Handling and disposal of such hazardous and non-hazardous containers and shall indemnify and hold OPERATOR harmless from and against all liabilities, expenses, governmental agency fines, citations and or violations, losses or claims resulting from the release and or disposal of hazardous substances, except in any case whereby OPERATOR, or its employees, agents or sub-contractors, is deemed negligent by competent independent authority.

5.7 Quality / Hazardous Materials Procedures Requirements

- A. OPERATOR may require CUSTOMER (including its subcontractors and agents) to confirm and describe in writing how they will comply with

assigned responsibility as set forth in government safety-related codes or standards as they specifically apply to CUSTOMER.

B. CUSTOMER agrees, with respect to shipments of hazardous materials dangerous Goods which are being transported pursuant to CUSTOMER'S bill of lading, that CUSTOMER will review booking information supplied by CUSTOMER'S individual customers for compliance with current applicable IMDG Code / 49 CFR parts 100 to 199 provisions.

6. EXTRA WORK/LABOR

When requested by CUSTOMER, OPERATOR may perform extra work not mentioned within this Schedule at terms and conditions acceptable to OPERATOR and in accordance with applicable union collective bargaining agreements, the ILWU/PMA rules and governing regulations including the Port of Los Angeles Tariff. Extra Work or Extra Labor will be billed at total man-hour billing Rates plus equipment rental Rates plus cost of materials plus 20%.

7. TRAFFIC MITIGATION FEE

Each piece of Equipment that enters or leaves the Terminal shall be subject to all of the Schedules published from time to time by West Coast MTO Agreement on behalf of its marine terminal operator members under authority of Federal Maritime Commission Agreement No. 201143. SEE: <https://www.pierpass-tmf.org/>, including but not limited to the assessment as applicable of a traffic mitigation fee (the "TMF") as per the attached Schedule of Rates. For purposes of this Section 7, "Equipment" means: a container, laden or unladen, including dry cargo, ventilated, insulated, and refrigerated; flat racks; vehicle racks; liquid tanks; open top containers without chassis; vans; and any bare chassis.

8. LABOR STANDBY, DETENTIONS AND DEADTIME

Any labor standby, detention, and deadtime in vessel stevedoring shall be for the account of CUSTOMER unless caused by specific fault or negligence of OPERATOR or separately agreed per the Schedule of Rates.

9. COMPENSATION

CUSTOMER shall compensate OPERATOR for the performance of the Services described herein in accordance with this Schedule and the Schedule(s) of Rates attached hereto and will reimburse OPERATOR for documented charges paid on its behalf. CUSTOMER shall compensate OPERATOR for all chargeable stevedoring labor delays, deadtime, extra labor, and Services. Payments shall be made in U.S. funds via wire transfer with advance notice of invoice details, not later than thirty (30) days after receiving the undisputed invoice. Invoices shall be forwarded to CUSTOMER via electronic mail. If CUSTOMER disputes any invoices, then CUSTOMER shall notify, in writing, OPERATOR within 15 days after receiving such invoices. While disputed item is under review, CUSTOMER shall continue to pay the undisputed balance within the 30-day terms. In the event that payment against any undisputed invoice occurs after 30 days, CUSTOMER agrees to pay interest of outstanding sums at prevailing bank prime interest rates. Port of Los

Angeles Tariff items such as, dockage, wharfage, Wharf Storage and demurrage are to be settled per Port of Los Angeles Tariff rules and regulations. Wharf demurrage assessed against Cargo shall be payable by Customer according to the terms of applicable contract, agreement, tariff, schedule, rules, and/or regulations. The Extended Dwell Time Congestion Fee is to be paid and settled per Section 33.1(E) of this Schedule.

OPERATOR at its own discretion, may temporarily discontinue or cut-off certain services including withholding demurrage refunds or collections to the CUSTOMER based on the age of unpaid invoices. OPERATOR shall be forced to exercise these options if OPERATOR has forwarded multiple invoice copies to the appropriate CUSTOMER personnel or CUSTOMER has not disputed invoices in writing with specific details or balance remains over 30 days for three (3) consecutive months. Further, OPERATOR shall have the right to take or set-off any or all sums held on CUSTOMER'S behalf for direct, indirect and acquired obligations including debts that CUSTOMER owes to OPERATOR regardless of the source of funds held by OPERATOR on CUSTOMER'S behalf. OPERATOR shall not be required to provide CUSTOMER with any prior notice to exercise this right of set-off.

Where OPERATOR permits CUSTOMER to pay any fee or charge for the performance of the Services described herein or arising hereunder by Credit Card, OPERATOR shall also charge CUSTOMER 3.70% of the transaction amount to offset the costs of accepting credit card payments.

9.1 RATES

- A. The Rates specified in the Schedule of Rates shall, unless otherwise provided, cover all costs of the following items:
 1. Shoreside container gantry cranes for Handling of containers within capacity of cranes, as well as other equipment required for normal vessel's operation and terminal work for Handling of containers.
 2. The cost of longshore, clerk, mechanic labor, and supervision in the yard and at the gate (except for maintenance and repair of CUSTOMER'S equipment). Such cost to include Worker's Compensation, insurance and taxes, all Pacific Maritime Association ("PMA") man-hour assessments, car fares, as well as time contractually or customarily guaranteed to personnel on a normal shift. Any Services outside of the regular working hours on day shifts (Mondays through Fridays, exclusive of holidays), upon request of CUSTOMER and acceptance of OPERATOR, shall be performed subject to shift differentials in the Schedule of Rates.
 3. All Services performed for containers in connection with a normal vessel's operation during the first, second and third shifts, including Saturday, Sunday and holidays. Such costs to include Worker's Compensation, insurance and taxes, all PMA man-hour assessments, car fares, as well as time contractually or customarily guaranteed to personnel on a normal shift.
- B. The following items are expressly understood to be EXCLUDED from the Rate listed in the Schedule of Rates:

1. Wharf Storage and demurrage charges to be billed CUSTOMER according to the Port of Los Angeles Tariff.
2. Dockage.
3. PMA tonnage assessments, for which CUSTOMER shall be fully responsible and pay assessments directly to the PMA.
4. OPERATOR'S computer services beyond normal terminal functions.
5. Cargo penalties and fees as assessed, including but not limited to, the Extended Dwell Time Congestion Fee.

9.2 All charges contained herein shall be invoiced only to CUSTOMER, shall be the sole responsibility of CUSTOMER and shall not be subject to pro ration or assignment, neither all or in part, to any other party. Invoices shall be paid in full under the conditions set forth herein only by CUSTOMER.

10. LIEN PROVISIONS AND SECURITY INTEREST

10.1 CUSTOMER grants OPERATOR a lien on the Cargo while in the possession of OPERATOR and a lien against any vessel, container, chassis, Cargo, and any Equipment, as the term is defined in Section 7, (individually and collectively, "Available Security") to provide security for the payment of amounts due OPERATOR hereunder. As additional security for said amounts due OPERATOR, CUSTOMER grants OPERATOR a consensual lien on all Available Security of CUSTOMER concurrently or subsequently in OPERATOR'S possession. OPERATOR may assert its lien rights at any time, and in furtherance thereof may hold and or store such Available Security until payment is received and or sell such Available Security publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due OPERATOR, with the balance, if any, to be remitted to CUSTOMER.

10.2 STORAGE AND WAREHOUSING

The following terms and conditions shall apply with respect to any storage or warehousing terminal services:

- A. Access Use: All CUSTOMER access to and/or use of OPERATOR'S facility or services, for purposes of storage warehousing or otherwise, shall be subject to the provisions of this Schedule:
- B. Rates and Charges: CUSTOMER shall pay for storage and or warehousing services upon the rates and charges on OPERATOR'S written quotation, this Schedule, the Schedule of Rates, Port of Los Angeles Tariff, or other document that is approved by OPERATOR'S senior management in writing (collectively, "Applicable Rate"), which Applicable Rate from OPERATOR shall be deemed accepted by CUSTOMER upon commencement of any performance by either party. Upon any such acceptance, OPERATOR'S Applicable Rate shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to OPERATOR for a particular terminal service, the rate charge to be applied shall be OPERATOR'S rates and charges specified herein.

C. Warranties: CUSTOMER warrants that it is the owner and/or has lawful possession of the Cargo and that it has sole legal right to store and thereafter direct the release and or delivery of the Cargo. CUSTOMER agrees to indemnify, defend, and hold harmless, including attorney's fees, OPERATOR of and from any claim by others relating to the ownership, storage and release of the Available Security, and or any other services provided by OPERATOR.

D. Lien: OPERATOR shall have a lien on all Available Security in its possession for any charges for services rendered, storage, demurrage and any other charges due, including all costs and legal fees associated with collection of amounts due and enforcing this lien, or any other sums whatsoever payable by or chargeable to or for the account of Available Security under any bailment, receipt or other document issued by OPERATOR, and any contract preliminary hereto and any sums owed to OPERATOR by the person responsible for the account of Available Security or any affiliates thereof on prior accounts or shipments, and the cost and expenses of recovering the same (for purposes of this Section 10, all such charges, fees and costs collectively the "Charges and Costs"), and may hold any or all of the Available Security until all such Charges and Costs are fully settled.

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

E. Security: In addition, CUSTOMER grants a security interest to OPERATOR in the Available Security and all proceeds derived from the Available Security for all charges and expenses (including money advanced and interest), whether incurred before or after delivery, and CUSTOMER agrees to execute and deliver all such documents as may be required to perfect such security interest. If Available Security is transferred from one party to another, and should the charges relating to such Available Security not be paid in full on the date of such transfer, the lien for such charges shall attach to the Available Security

retained by the transferor and to Available Security transferred to the transferee. In the event a proceeding is brought by one party against the other to enforce any provisions herein, the prevailing party shall be entitled to legal fees and costs.

F. Removal: OPERATOR may, upon thirty (30) days' notice to CUSTOMER, with or without cause, require removal of the Available Security or any portion thereof and payment of all charges, whether or not there has been default. If the Available Security is not removed, OPERATOR may sell the Available Security and exercise any other rights it may have by law. Without limiting the foregoing, OPERATOR may require the removal of the Available Security or any portion thereof upon ten (10) days' notice if, in its opinion, the Available Security has or may have deteriorated in value to less than the amount of OPERATOR'S lien on such Available Security.

G. Liability: Liability for loss or damage to Cargo resulting from OPERATOR failure to exercise due and proper care in performing the services provided for herein, incurred during the handling, loading, unloading, receipt, delivery, or storage of such Cargo on the terminal at any time, including applicable free time, shall not exceed \$500.00 (US) per package or customary freight unit, unless the value of the Cargo has been declared and other arrangements made with OPERATOR prior to its taking custody of, or assuming responsibility for the Cargo.

No provision contained in this schedule shall relieve OPERATOR from liability for its own negligence nor require any user to indemnify or hold harmless OPERATOR for liability for its own negligence.

OPERATOR shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services provided for herein. In no case shall OPERATOR be liable for a sum in excess of \$500.00 per package or per customary freight unit unless the trucker, shipper, Cargo owner or consignee or their representatives, prior to the commencement of such services, declares in writing a higher value and OPERATOR has agreed to accept such increased limits prior to OPERATOR taking custody of, or assuming responsibility for the Cargo, or other arrangements are made in writing with OPERATOR prior to its taking custody of or assuming responsibility for the Cargo.

In no event shall CUSTOMER be entitled to receive any special, incidental or consequential damages of any type or nature.

H. Insurance: Stored Available Security is not and shall not at any time be insured by OPERATOR. Charges do not include any insurance coverage for Available Security stored or warehoused at the terminal facility.

I. Application: In the event of any inconsistency between the foregoing provisions and any Applicable Rate provision, the foregoing provisions shall govern and apply in full.

11. INDEMNITY

- 11.1 CUSTOMER specifically understands, acknowledges and agrees that any and all providing of, access to and or use of the Terminal and or Services of OPERATOR by or on behalf of CUSTOMER shall be at CUSTOMER'S sole risk and expense. Aside from loss damage to the Cargo itself, as addressed in Section 18 and elsewhere herein, CUSTOMER assumes sole responsibility for, and agrees to indemnify, defend, and hold OPERATOR, the Port and City of Los Angeles and each of their respective successors, assigns, parent companies, members, managers, officials, directors, officers, employees, agents, representatives, commissioners and other persons or entities acting for or on behalf of OPERATOR, the Port and or the City of Los Angeles armless from and against all other loss, damage, expense, claim, liability, suit, fine and or penalty of any type or nature whatsoever which in any way arises out of and. or relates to any providing of, access to and or use of the Services, including attorney's fees and legal costs of OPERATOR incurred by or on behalf of CUSTOMER, including, without limitation, those respecting any loss damage to the property of OPERATOR, CUSTOMER or any other person or entity, including other CUSTOMERS of OPERATOR, as well as those respecting the personal injury, illness and or death claims of any person, including without limitation of any agent, employee, representative, guest, invitee, vendor and or subcontractor of OPERATOR, CUSTOMER or any other person, including other CUSTOMERS of OPERATOR, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or fault of OPERATOR. The foregoing indemnification shall be deemed to include any claim or suit by any employee (present or former) of CUSTOMER, and 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 pursuant to any workers compensation act or similar law.
- 11.2 CUSTOMER shall notify OPERATOR immediately of any bodily and or personal injury, illness and death, or of any property damage, related in any way to its access to or use of the Services. CUSTOMER shall promptly provide OPERATOR with written accident reports and shall cooperate fully with OPERATOR with respect to any investigation, including allowing inspection of personal property and access to personnel.
- 11.3 CUSTOMER shall incorporate in any bills of lading evidencing transportation agreements entered into for the transportation of Cargo for which OPERATOR'S Services under this Schedule are employed, a provision extending to independent servant's, agents and subcontractors of CUSTOMER (including OPERATOR and each of its subcontractors), the benefits and limitations upon liability of CUSTOMER thereunder, which shall include, but not be limited to, the provisions of the U. S. Carriage of Goods by Sea Act ("COGSA"), incorporated and extended to apply throughout the time during which OPERATOR performs Services under this Schedule. Any waiver by CUSTOMER of such limitation of liability provisions shall not be effective against OPERATOR. It is expressly agreed by the CUSTOMER that should such bill of lading provisions not extend the application of the COGSA defenses to the OPERATOR, the CUSTOMER will indemnify

OPERATOR for those sums that it is liable for over and above the COGSA limitation of liability defenses. When CUSTOMER accepts Cargo on an ad valorem basis (also see Section 5.1 C. 5. above), the OPERATOR shall not be responsible for increased liability unless CUSTOMER gives written notice in advance to the OPERATOR in sufficient time for the OPERATOR to provide special Handling and or supervision; and extra charges therefore shall be agreed upon between the parties at the time such notice is given. Such confidential notice shall include a description of the quantity, nature and location of the Goods.

- 11.4 In order for CUSTOMER to bring a cause of action against OPERATOR arising out of Cargo loss or damage caused by OPERATOR, CUSTOMER must: (1) have given written notice to OPERATOR of any damage or loss within one year after the CUSTOMER first receives notice, written or otherwise, of the damage or loss; and (2) file suit within one year of the date of settlement by CUSTOMER of any claim for such Cargo loss or damage or the date a judgment is entered against CUSTOMER in any action for such Cargo loss or damage. Moreover, any unilateral waiver of rights or extension of obligations by CUSTOMER, including COGSA, shall result in the discharge of any obligation of OPERATOR to CUSTOMER to the extent of such waiver or extension.
- 11.5 OPERATOR will not accept any liability for concealed damage or loss or the condition of the contents of containers received in damaged condition from vessel or inland carrier.

12. INSURANCE

- 12.1 OPERATOR does not provide any insurance whatsoever for the benefit of CUSTOMER, nor any insurance whatsoever covering CUSTOMER'S Cargo, property or personnel.
- 12.2 In addition to any legally mandated insurance, CUSTOMER will carry the following minimum insurance:
 - A. Comprehensive General Liability Insurance with limits of Ten Million USD (\$10,000,000) per accident, including contractual liability coverage for CUSTOMER'S liabilities and obligations as set forth herein. Such insurance shall name OPERATOR, the Port and City of Los Angeles and each of their respective successors, assigns, parent companies, members, managers, officials, directors, officers, employees, agents, representatives, commissioners and other persons or entities acting for or on behalf of OPERATOR, the Port and or The City of Los Angeles as an additional insured and be endorsed to waive subrogation against OPERATOR, the Port and City of Los Angeles and to be primary to any insurance of OPERATOR. CUSTOMER shall evidence this insurance by providing OPERATOR with a certificate of insurance prior to any access to or use of the Services. However, failure to provide the certificate of insurance will not waive the obligation to obtain the insurance; and
 - B. Auto Liability Insurance with limits of Ten Million USD (\$10,000,000) per accident

C. Carrier Insurance: Carrier CUSTOMERS shall secure and maintain customary marine insurances in respect of its operations and vessels, including, without limitation, protection and indemnity placed with the International Group of PSI Clubs, hull and machinery, and wreck removal insurances, and such other insurances as may be reasonably required by OPERATOR from time to time, if any. In addition, to the extent that the carrier CUSTOMER maintains an office and or personnel and or shore-side operations at the Terminal, the carrier CUSTOMER shall further secure and maintain the following insurances while receiving services at the terminal facility:

- (i) Workers' Compensation Insurance as required by applicable federal and state laws;
- (ii) Comprehensive General Liability Insurance with limits of Ten Million USD (\$10,000,000) per accident; and
- (iii) Auto Liability Insurance with limits of Ten Million USD (\$10,000,000) per accident

D. Heavy Lift Insurance: Any CUSTOMER receiving heavy lift services at the Terminal shall secure and maintain the following insurances in effect while such heavy lift services are being provided:

- (i) First party property cargo or cargo legal liability upon the item(s) being lifted to its. their full actual market value plus freight and insurance, with such policy to be specifically endorsed to provide a waiver of subrogation in favor of OPERATOR;
- (ii) public liability, marine general liability insuring against bodily injury and property damage and including contractual liability coverage for CUSTOMER'S obligations hereunder, with minimum limits of \$10,000,000 and waiver of subrogation in favor of OPERATOR; and
- (iii) workers compensation and employers liability insurance upon its employees and the employees of its subcontractors, if any.

E. CUSTOMER shall indemnify, defend and hold OPERATOR harmless (including legal fees and costs) from and against any loss, damage, expense, claim, liability and or suit resulting from CUSTOMER'S failure to provide an insurance as required and. or resulting from the failure of any such insurance, including without limitation exposure to loss, damage, expense, claim, liability and/or suit which would have been covered had insurances been procured and maintained as required.

13. INDEPENDENT CONTRACTOR

It is hereby understood that OPERATOR shall be an independent contractor and not an agent or employee of the CUSTOMER and all employees or laborers employed in the performance of Services under this Schedule shall be employees of the OPERATOR, or its subcontractors at all times and not of CUSTOMER.

14. APPLICABLE LAW

It is agreed by the parties to this Schedule that this Schedule shall be governed by the general maritime law of the United States, or in the event no United States general maritime rule of law applies, governed by the laws of the State of California as applied to contracts that are executed and performed entirely in California and that the Federal and State Courts located in the County of Los Angeles, State of California shall have jurisdiction over all claims, disputes and actions arising under this Schedule. Nothing herein contained shall be construed to deprive any party of any rights which each party may have against the other or its property in law, in admiralty or in equity as a result of any breach of the respective obligations hereunder.

15. FORCE MAJEURE

Should unusual conditions occur, including without limitation, damage or destruction to premises or facilities (including vessels or containers) by fire, flood, riot, earthquakes, tidal wave, heavy rains, quarantine restrictions, pandemic restrictions, saving or attempting to save life or property, high wind or windstorm, severe storm or other weather conditions or circumstances creating unsafe work conditions, explosion, force majeure, acts of God, the public enemy or other casualty, or should the operation by OPERATOR be suspended, abated, prevented or impaired by reason of war, war-like operations, seizure, marine casualty, governmental decree or regulation, stoppage of public power supply, curtailment of fuel supply, strikes, picketing, slow-downs or other labor disputes or negotiations, lockout or other work stoppage, or by reasons of any other conditions or occurrences beyond the control of the OPERATOR (such condition, a "Force Majeure Event"), including any such condition that may render the Terminal wholly or partially untenable, unsafe, or unfit for use, or so as to make it impractical for OPERATOR to make reasonable or full use thereof, then OPERATOR may be excused for its obligations without responsibility for any claim by another party to this Schedule arising out of such excused obligation, to the extent and duration of such Force Majeure Event.

16. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Schedule, OPERATOR shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

17. PARTIAL INVALIDITY

If any provision of this Schedule is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in force without being impaired or invalidated in any way.

18. LOSS/DAMAGE TO GOODS (CLAUSE PARAMOUNT)

COGSA (46 U.S.C. §1300 et seq.) is fully incorporated into this Schedule and shall be applicable at all times the Goods are, or are deemed, in the care, custody and or control of OPERATOR. OPERATOR shall not be liable for any loss damage to or in connection with the Goods in an amount exceeding \$500 U.S. per package, or in the event of Goods not in such packages per

customary freight unit, unless a higher value for the Goods has been declared in writing to OPERATOR prior to the commencement of any Services whatsoever and CUSTOMER has paid the increased Rates charges resulting from such declaration of higher value. OPERATOR shall not be responsible in any event for any loss damage to or in connection with the Goods if the nature or value thereof has been misstated. OPERATOR shall not be liable to CUSTOMER or any other respecting the Goods except as set forth in this Section, whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, and/or in tort, contract or any other theory.

In the event any damage or loss could have occurred during some other mode of transportation or while in the care, custody, or control of any other provider, including the CUSTOMER, such loss or damage shall be deemed to have occurred while in the care, custody, or control of the other provider or CUSTOMER. OPERATOR shall not be liable for loss of or damage to Goods if such loss or damage to the Goods and/or such injury, loss, damage, liability or expense has been caused by matters beyond OPERATOR'S control including, inter alia, without prejudice to the generality of this exclusion:

- i. the manner in which the Goods had been packed; or
- ii. the unsuitability of the Goods for carriage in the containers used; or
- iii. the unsuitability or defective condition of the container or the incorrect setting of any thermostatic ventilation, or other special controls thereof; or
- iv. insufficient or defect condition of packing or marks; or
- v. wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; or
- vi. latent defects not discoverable by due diligence.

19. UNCONTROLLABLE CAUSES OF LOSS/DAMAGE

OPERATOR shall not be liable for any loss/damage to or in connection with the Goods which arises and or results from any of the following: unseaworthiness, unless caused by want of due diligence; act, neglect or default of master, mariner or pilot in the navigation or management of a vessel; fire, unless caused by the actual fault and privity of OPERATOR; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies (including terrorism); arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of CUSTOMER, its agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the Goods; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of OPERATOR.

20. NO CONSEQUENTIAL DAMAGES

OPERATOR shall not under any circumstances be liable to CUSTOMER or any other for any indirect, consequential, exemplary, 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 or use and or loss of ability to use

undamaged component or system parts, regardless of whether such damages may have been foreseeable.

21. LOSS/DAMAGE CLAIMS

The following are agreed to be conditions precedent to any recovery from CUSTOMER for loss/damage to or in connection with the Goods.

- A. There shall be no right to recover until all amounts due OPERATOR have been paid in full.
- B. The Goods must be carefully inspected by CUSTOMER immediately upon completion of the Services and delivery from OPERATOR, and any loss damage evident at such time must be identified to OPERATOR in writing and with particularity, including photographs of the damages.
- C. Unless written notice of loss/damage and the general nature thereof is given to OPERATOR upon completion of the Services and delivery of the Goods from OPERATOR, or within three (3) days thereafter if the loss damage is not apparent at such time, delivery of Goods from OPERATOR shall be *prima facie* evidence of delivery from OPERATOR in good order, count and condition.
- D. In the event of Goods which have been delayed, lost or otherwise not delivered by OPERATOR as contemplated, OPERATOR 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.
- E. OPERATOR shall have a reasonable opportunity to inspect the Goods, including their packing, packaging, etc., in the same condition as upon completion of the Services and before any repair, alteration, salvage, or destruction.

In any event, OPERATOR shall be forever discharged from liability for any loss damage to or in connection with the Goods unless suit is filed in the forum identified in Section 14 within one (1) year after the date of delivery from OPERATOR or the date on which the Goods should have been so delivered.

OPERATOR shall be entitled to set-off any amounts owed or due by CUSTOMER or Goods against any claim.

22. CLAIM DOCUMENTATION

CUSTOMER'S written notice of loss damage to or in connection with the Goods 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 discharge 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.

23. DUTY TO ACCEPT GOODS

CUSTOMER shall be responsible for accepting the Goods, or having the Goods accepted, from OPERATOR upon completion of Services and any inspection thereof requested by OPERATOR, even if such Goods are claimed to have suffered loss damage. CUSTOMER shall not abandon any Goods at the Terminal or otherwise with OPERATOR for any purpose or under any circumstances whatsoever.

24. REFUSED/ABANDONED GOODS

OPERATOR reserves the right to hold, lien, store, warehouse, sell (publicly or privately) and or dispose of any Goods which are abandoned and or refused by CUSTOMER or any shippers, carriers, consignees, etc., after due notice has been sent to relevant persons known to OPERATOR and time for pick-up has passed, without further notice, at OPERATOR'S discretion and CUSTOMER'S sole risk and expense.

25. ACCESS AND USE

Any access to and/or use of the Terminal and or the Services of OPERATOR whatsoever by or on behalf of CUSTOMER shall be deemed CUSTOMER'S express agreement with the provisions set forth in this Schedule, including without limitation the security provisions contained herein, and the access and use provisions of this Section. OPERATOR may request that CUSTOMER sign a separate, written Access Agreement, prior to such access use or otherwise, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

- A. Non-Exclusive: All access to and or use of the Terminal and or the Services of OPERATOR by or on behalf of CUSTOMER is agreed to be nonexclusive and for the limited purpose requested by CUSTOMER and agreed by OPERATOR. CUSTOMER understands and acknowledges that activities by OPERATOR and others will be on-going at the Terminal, and that such activities may be dangerous to those participating and others. CUSTOMER, including its employees, subcontractors, agents and invitees, agrees to not interfere with any operations being conducted at the Terminal and to not create any danger or safety hazard whatsoever at the Terminal. Unless otherwise specifically agreed by OPERATOR in advance, all access and use of the Terminal shall be restricted to normal working hours.
- B. Inspection: OPERATOR makes no warranties whatsoever with respect to the Terminal or CUSTOMER'S access or use thereof. Prior to access, on at least a daily basis, CUSTOMER shall conduct a thorough inspection of the Terminal and the areas which it intends to access or use, including areas adjacent thereto, for the purpose of determining their safety and suitability for CUSTOMER'S intended access and use. If CUSTOMER believes there is any problem as to

safety or suitability, and if any such problem develops during CUSTOMER'S access or use, CUSTOMER shall immediately cease all of its operations and notify OPERATOR. If the condition cannot be changed by mutual agreement so as to assure safety and suitability to CUSTOMER'S satisfaction, CUSTOMER shall promptly withdraw its materials, supplies, tools, equipment, personal property, employees and subcontractors and its requested access use shall be deemed voluntarily terminated. Once begins any access or use of the Terminal whatsoever, or continues to conduct operations at the Terminal, it shall be irrevocably presumed that the Terminal was inspected and accepted by CUSTOMER as both safe and suitable for its operations.

- C. Compliance: CUSTOMER, including its employees, subcontractors and invitees, shall conform with all local, port, municipal, county, state and federal laws and regulations applicable to CUSTOMER'S operations, including without limitation those promulgated by the EPA, OSHA, WISHA, DOT, FMCSA, DHS and or USCG, and shall be responsible for any violation of the same.
- D. Safety and Other Rules: CUSTOMER shall be responsible for assuring that all of its employees, subcontractors and invitees learn and obey OPERATOR'S safety and other rules, whether posted, given in writing, set forth herein and or advised verbally, and that all such persons otherwise wear hard hats, safety vests and other personal protective equipment as required by OPERATOR.
- E. Clean-up: CUSTOMER shall remove all of its materials, supplies, tools, equipment, personal property, employees and subcontractors from the Terminal daily, and shall otherwise keep all areas used by CUSTOMER clean and free of debris.
- F. No Security: OPERATOR does not provide any security for the materials, supplies, tools, equipment or personal property of CUSTOMER or any others at the Terminal. CUSTOMER shall be solely responsible for the security of all such items, including those of its employees, subcontractors, agents and invitees, and is cautioned to watch the same carefully and remove all such items on at least a daily basis and store them safely elsewhere.
- G. Damage to Property: CUSTOMER shall be responsible for, and shall indemnify and hold OPERATOR harmless (including legal fees and costs) from and against, all loss damage to CUSTOMER'S owned leased equipment and personal property, including all of its owned leased materials, supplies, tools, equipment, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds and other equipment and or personal property (but not the "Goods" the loss damage of which Goods is addressed herein), howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other fault of OPERATOR. In addition, CUSTOMER shall be responsible for, and shall indemnify and hold OPERATOR harmless (including legal fees and costs) from and against, any loss damage to the personal property of others at the Terminal, including the personal property of OPERATOR, which in any way arises out of and or relates to CUSTOMER'S access and or use of the Terminal or terminal Services. CUSTOMER agrees that in the event such loss damage to the property

of OPERATOR or others occurs, it shall immediately notify OPERATOR and, after obtaining OPERATOR'S consent to proceed, repair restore the damaged property to its pre-existing condition with no reduction for depreciation. If CUSTOMER fails to do so, OPERATOR may, in which event CUSTOMER shall pay reimburse actual costs to accomplish this plus fifteen percent (15%).

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

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

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

K. Public Liability Insurance: CUSTOMER shall also be responsible for procuring and maintaining public liability insurance for personal injuries and property damage with respect to CUSTOMER'S access to or use of the Terminal and or the Services, including contractual liability coverage for CUSTOMER'S liabilities and obligations as set forth above. Such insurance must have limits of at least \$10,000,000 per occurrence, shall name OPERATOR, the Port and City of Los Angeles, and each of their respective successors, assigns, parent companies, members, managers, officials, directors, officers, employees, agents, representatives, commissioners and other persons or entities acting for or on behalf of OPERATOR, the Port and or The City of Los Angeles as an additional insured and be endorsed to waive subrogation against OPERATOR, the Port and City of Los Angeles and to be primary to any insurance of OPERATOR. CUSTOMER shall evidence this insurance by providing

Operator with a certificate of insurance prior to any access to or use of the Terminal and or the Services.

L. Waiver of Sovereign Immunity: CUSTOMER, in partial consideration for the Services being performed, agrees to waive any right to claim and or defense of sovereign immunity with respect to any monetary amount, loss, damage, expense, claim, liability, suit, fine and or penalty due from CUSTOMER to OPERATOR hereunder.

26. EOC COMPLIANCE AND NON-DISCRIMINATION

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

27. ELECTRONIC DATA INTERCHANGE

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

28. CONSTRUCTION AND INTEGRATION

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

Any failure of OPERATOR to enforce a provision of this Schedule shall not be deemed to waive such provision or any other provision in this Schedule.

OPERATOR may request that CUSTOMER sign a separate, written agreement for any one or more Services, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

This Schedule, together with OPERATOR'S written quotation and any separate, written agreements between OPERATOR and CUSTOMER as identified directly above, represents the entire agreement between OPERATOR and CUSTOMER and supersedes all prior and contemporaneous agreements, written or oral.

29. STEVEDORE/YARD/GATE SCHEDULE OF RATES

| A. STEVEDORE OPERATIONS | | | |
|--------------------------------|---|----------|----------|
| 1. | Throughput Rate per Full/Empty Container | \$556.62 | per move |
| 2. | Transshipment (discharged and loaded at Terminal) | \$477.10 | per move |

| | | | | | |
|------------------------------|--|---|-----------|-------------|---------------|
| 3. | Shift Differentials (additional): | Weekday | 3rd shift | \$159.03 | per move |
| | | Weekend/Holiday | 3rd shift | \$201.44 | per move |
| 4. | Each Container Restowed (Full or Empty): | | | | |
| | A) Cell to Cell | | | \$217.35 | per move |
| | B) Cell/Dock/Cell | | | \$381.68 | per move |
| 5. | Non Cellular Surcharge (additional) | | | \$265.06 | per move |
| 6. | OOG with regular spreader+attachment | | | \$742.16 | per move |
| 7. | OOG with e-gear: | | | Extra Labor | |
| 8. | Services not listed: | | | Extra Labor | |
| 9. | Extra Labor: | Detention or Extra Labor Gang Hour plus materials plus equipment plus 20% | | | |
| 10. | STANDBY & DETENTION | | | | |
| | Monday – Friday 1st Shift | | | \$4,755.10 | pr/gang hr |
| | Monday – Friday 2nd Shift | | | \$5,120.88 | pr/gang hr |
| | Weekend/Holidays 1st/2nd | | | \$6,117.48 | pr/gang hr |
| | Monday – Friday 3rd Shift | | | \$6,313.63 | pr/gang hr |
| | Weekend/Holidays 3rd Shift | | | \$6,679.40 | pr/gang hr |
| 11. | EXTRA LABOR | | | | |
| | Monday – Friday 1st Shift | | | \$4,786.91 | pr/gang hr |
| | Monday – Friday 2nd Shift | | | \$5,539.66 | pr/gang hr |
| | Weekend/Holidays 1st/2nd Shift | | | \$5,984.96 | pr/gang hr |
| | Monday – Friday 3rd Shift | | | \$6,642.29 | pr/gang hr |
| | Weekend/Holidays 3rd Shift | | | \$7,087.59 | pr/gang hr |
| B. TERMINAL OPERATION | | | | | |
| 1. | In-Yard Shifting/Rehandling/Genset or Chassis Handling | | | \$111.32 | per mv |
| 2. | Handling Non Containerized Cargo/Cargo with special handling/Bundling Flat Racks | | | Extra Labor | |
| 3. | Change of vessel/rolled container (each cntr set-aside shall be billed 2x plus target cntr) | | | \$190.84 | per cntr mv |
| 4. | Premount | | | \$296.86 | per cntr |
| 5. | In Yard Drayage of containers/chassis/damaged equip (1 way) | | | \$143.13 | per dray |
| 6. | Chassis Switch (Haz, Rfrs, OOG, FR, Tanks, trucker req, etc.) | | | \$143.13 | per switch |
| 7. | Affixing/Removing placards: | | | \$159.03 | 1 placard |
| | | | | \$222.65 | 2 or more |
| 8. | Gate moves in excess of 1.0 x Vessel Moves for the current month per container. (Gate moves must be associated with a Vessel T/P lift and excludes Non Vessel Gate Moves) | | | \$100.72 | gate mv |
| 9. | Late Gate Fees | | | \$100.72 | per gate move |
| 10. | Failure to appear for scheduled appointment | | | \$100.72 | per event |
| 11. | Non Vessel Gate Moves (Full or Empty container gate move that is not associated with a vessel move. Examples: W/B train cargo that gates-out for delivery, empty dray out for export, but loads at another Terminal, etc. These are not included in the Gate Move allowance per Item 8 herein.) | | | \$100.72 | per move |
| 12. | Government/Third Party (CUSTOMER) Inspections | | | \$413.49 | per cntr/insp |

| | | | | | |
|-----|--|--|--|---------------------|--------------------|
| 13. | CUSTOMER must utilize trucker owned chassis or terminal chassis provider. Miscellaneous chassis left at Terminal and tied to CUSTOMER shall be charged a daily fee: | | | \$58.31 | per day |
| 14. | Refrigerated Container (additional)(see attached Schedule of Rates): | | | | |
| | A) | Plug/Unplug in the yard (min 2 events) | | \$111.32 | per event |
| | | Plug/Unplug on the vessel (min 1 event) | | \$111.32 | per event |
| | B) | Monitoring and Electricity | | \$121.93 | per day |
| | C) | Genset Fueling | | Extra Labor | |
| 15. | Storage | | | | |
| | A) | Empty Container Allowance: | Daily allowance billed monthly is 1.0 x the FULL discharge/load per previous 3 months. | | |
| | | Daily penalty for excess TEU empty containers: | | | \$7.40 per TEU day |
| | B) | Genset allowance: | 10 gensets per Carrier per day | | |
| | | Daily penalty for excess gensets: | | | \$37.11 per day |
| | C) | Bundled Chassis | | \$37.11 | per day |
| | D) | Transhipment daily Storage: | | Port Tariff | |
| | E) | Import/Export daily Storage: | | Port Tariff | |
| | F) | Good order chassis | | \$10.60 | |
| | G) | Bad order chassis | | \$15.90 | |
| | H) | Damage equipment (after 14 days of notification) | | \$15.90 | per day |
| | I) | Extended Dwell Time Congestion Fee | | Per Section 33.1(B) | |
| 16. | Services not listed: | | | Extra Labor | |
| 17. | Extra Labor: | Actual mn-hrs at mn-hr rates + equip. rental rates + materials + 20% | | | |

C. MAN-HOUR RATES:

| | | |
|------------------|----------|----------|
| 1st Shift | \$222.65 | per hour |
| 2nd Shift | \$251.27 | per hour |
| 3rd Shift | \$318.07 | per hour |
| 1st/2nd Shift OT | \$279.90 | per hour |
| 3rd Shift OT | \$346.69 | per hour |

D. EQUIPMENT RENTAL RATES (EXTRA LABOR ITEMS ONLY)

| | | |
|--------------------------------------|-------------|----------|
| Yard hustler (Tractor) | \$63.61 | per hour |
| Tophandler | \$249.15 | per hour |
| Forklift (capacity over > 15,000) | \$174.94 | per hour |
| Forklift (capacity up to < 15,000) | \$121.93 | per hour |
| Transtainer/Rubber-Tire Gantry Crane | \$333.97 | per hour |
| Yard Chassis (Bomb Cart) | \$31.81 | per hour |
| Gantry Crane (STS) | Port Tariff | |

E. RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THE CONTAINER THROUGH-PUT RATE

| | |
|--|----------|
| STEVEDORING OPERATIONS | Included |
| STEVEDORING COSTS: | |
| Longshore and Clerks Straight Time Labor | Yes |

| | |
|---|---------|
| Man Hour Assessments | Yes |
| Insurance and Taxes | Yes |
| Lap Hours | Yes |
| Equipment Including Gantry Cranes | Yes |
| Supervision | Yes |
| Fuel and Electricity (Terminal Equipment Only, excl Shorepower/AMP) | Yes |
| Overtime Differentials: | |
| 2nd Shift | Yes |
| 1st/2nd Shift OT | Yes |
| 3rd Shift/3rd Shift OT | No |
| Standby/Detention/Deadtime | No |
| Minimum Time (No work provided – NWP) | No |
| PMA Tonnage Assessments (CUSTOMER pays PMA direct) | No |
| STEVEDORING ACTIVITIES: | |
| Handling of ISO Containers | Yes |
| Lashing and Unlashing Containers | Yes |
| Initial Covering and Uncovering | Yes |
| Stacking in Container Yard | Yes |
| Boom Up/Down | Yes (1) |
| Transport to/from Vessel | Yes |
| Handling OH/OW cntrs providing cntrs can be lifted with fitted extension | No |
| Line Handling | No |
| Handling Damaged Cargo | No |
| Handling Breakbulk Cargo | No |
| OTHER STEVEDORING COSTS: | |
| Wharfage | Yes (2) |
| Dockage | No (3) |
| M&R related repairs | No |
| Traffic Mitigation Fee (TMF) | No (12) |
| RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THE CONTAINER THROUGH-PUT RATE | |
| TERMINAL OPERATIONS | |
| Included | |
| TERMINAL COSTS: | |
| Longshore and Clerks Straight Time Labor | Yes |
| Man Hour Assessments | Yes |
| Insurance and Taxes | Yes |
| Lap Hours | Yes |
| Equipment (Terminal) | Yes |
| Vanning and Devanning | No |
| Reefer Services, Maintenance & Repairs | No |
| Mechanics Inspection of Equipment | No |
| Receiving and Delivery of Non-Containerized Cargo | No |
| Maintenance and Repair Services | No (4) |
| Overtime Receiving and Delivery | No |
| Terminal Utilities Excluding Reefer/Shorepower Electricity | Yes |
| TERMINAL ACTIVITIES: | |

| | | |
|---|--|------------|
| | Receive & Deliver | Yes (6) |
| | Gate Move Allowance: 1.0 x vessel mvs per current month, billed monthly | Yes (13) |
| | Mounting/Dismounting from Road Transport (excl OOG, non cntr, damaged) | Yes |
| | Stacking in Container Yard | Yes |
| | Rehandling in Yard | No |
| | Container grounding/mounting requests | No (7) |
| | Flips/Switches | No (8) |
| | Chassis Storage | No (9) |
| | Security | Yes |
| | Equipment Storage | Yes (9) |
| | Roadability | No |
| | Computer Services Including: | Yes |
| | Inventory Reporting | |
| | Interchange Documentation as agreed between lines and the contractor | |
| | EDI Interchange of Booking | |
| | ACE, Stowage and Equipment Information | |
| OTHER CHARGES: | | |
| | Demurrage/Storage | No (9)(10) |
| | Government/CUSTOMER Inspections | No (11) |
| | Storage generally (import/export, empty, gensets, damage equipment, etc.) | No (4)(9) |
| | Train (see attached contract and rate schedule) | No (4)(5) |
| | Shorepower (see attached contract and rate schedule) | No (4)(5) |
| | Overstay Containers (expenses and charges for specific Services provided to Overstay Containers shall be calculated in accordance with Rates for such Service items when specified herein, but for the purpose of this Overstay Container item, such Rates shall not be included in a container through-put Rate) | No |
| | Extended Dwell Time Congestion Fee | |
| RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THE CONTAINER THROUGH-PUT RATE (Notes) | | |
| NOTES: | | |
| (1) | Subject to maximum of 2 up/down per shift, per crane. | |
| (2) | Wharfage for breakbulk Cargo/non containerized Cargo is not included in the throughput. Cargo/Wharfage data submitted by Carrier to Port. | |
| (3) | Dockage charged per the Port Tariff. | |
| (4) | Per separate Schedule of Rates | |
| (5) | Per separate Contract | |
| (6) | Receiving and delivery gates will be in operation according to the "Gate Schedule" posted on the homepage of the OPERATOR'S website – wbct.us . Yard and gate Services outside the posted hours may be performed, if requested in writing by CUSTOMER and accepted by OPERATOR, and CUSTOMER'S expense. | |
| (7) | Container grounding or mounting at the request of the Carrier are billable items. | |
| (8) | Flips – Flip charges for wheeled Cargo i.e., OOG, Haz Mat, Reefer, Flat Racks, Tanks and Trucker requested switches, i.e., flip on to Carrier leased chassis or | |

| | | |
|--|------|--|
| | | trucker owned chassis are billable. Terminal operator will distinguish invoices for the flips performed. Flips that occur due to Terminal operator convenience shall not be billable. |
| | (9) | Regardless of booking status, all empties are included in the empty storage allowance formula. |
| | | OPERATOR will invoice each individual carrier for excess Storage days used above the allowance on a monthly basis at the end of each calendar month. |
| | | Good order chassis, excess Gensets, damaged Containers and damaged Carrier owned/leased chassis subject to Storage fees. Damaged equipment remaining on Terminal in excess of 14 days after Carrier notified shall be charged per |
| | (10) | Demurrage shall be collected by OPERATOR. OPERATOR shall forward CUSTOMER'S Port demurrage fees collected by OPERATOR, less Wharf Demurrage fees, pursuant to the Port of Los Angeles, less 15% of the CUSTOMER'S Port demurrage fees. If CUSTOMER waives/extends/guarantees Free Time or demurrage, and for waiver/refunds relating to Overcapacity Discharge Containers pursuant to Section 4.4(I), CUSTOMER still owes Wharf Demurrage. |
| | | Rail demurrage is applicable and shall be billed per the Port Tariff. |
| | (11) | All Government inspection fees are based on straight time (ST). Any additional Government costs i.e., Overtime or additional manning due to non ST hours including any equipment/material fees, billed to OPERATOR shall be for the account of the CUSTOMER. If Government inspected container drays out prior to Customs notifying the OPERATOR, CUSTOMER remains responsible for Government Inspect fees. |
| | (12) | PierPass Schedule: Marine Terminal Schedule No. 1 NAMING CERTAIN RULES, REGULATIONS AND RATES ON CARGO MOVING IN CONTAINERS issued by the West Coast MTO Agreement on behalf of its marine terminal operator members under authority of Federal Maritime Commission Agreement No. 201143. SEE: https://www.pierpass-tmf.org/ |
| | (13) | Gate Move Allowance must be associated with a vessel T/P lift. Allowance excludes None Vessel Gate move. |

30. REPAIR AND MAINTENANCE OF EQUIPMENT

| | | | | | | | |
|-----------|--|--|---|-------|--|--|----------|
| 1. | Hourly Labor Rates | | | | | | |
| a. | 1st Shift + 2nd Shift + 1st/2nd OT (Hr) | | | | | | \$212.04 |
| | .25 Hr | | | | | | \$72.89 |
| | .50 Hr | | | | | | \$119.28 |
| | .75 Hr | | | | | | \$165.65 |
| b. | 3rd Shift | | 1.67 | Basis | | | \$336.35 |
| c. | 3rd Shift OT | | 1.88 | Basis | | | \$371.08 |
| 2. | Roadability Fee (additional) | | | | | | \$54.33 |
| 3. | Chassis Flat Rates (Carrier Owned/Leased/Legally responsible) | | | | | | |
| a. | Chassis/B.I.T. | | (Annual Maint. Insp. – 1 Hr) | | | | \$212.04 |
| b. | Chassis/B.I.T. | | (Ea. 90 days incl. monitoring adjustments) | | | | \$165.65 |
| 4. | Tire Flat Rates | | | | | | |

| | | | | | | | | |
|-----------|--|--|--|--|---------|-------------|----------------------|-------------|
| | a. | Pre-mounted tires and rims - outer | | | .25 Hr | | | \$72.89 |
| | b. | Pre-mounted tires and rims - inner | | | .50 Hr | | | \$119.28 |
| 5. | Container Flat Rates | | | | | | | |
| | a. | Sweep out only | | | .25 Hr | | | \$72.89 |
| | b. | Wash out, water only | | | .50 Hr | | | \$119.28 |
| | c. | Wash out w/ soap and chemicals | | | .75 Hr | +materials: | \$30.00 | \$170.96 |
| | d. | Steam clean with chemicals | | | 1 Hr | +materials: | \$45.00 | \$233.25 |
| | e. | Removal of dangerous cargo placards | | | .50 Hr | | | \$119.28 |
| | f. | Survey Charge | | | | | | Extra Labor |
| 6. | Reefer Flat Rates | | | | | | | |
| | a. | Reefer Pre-Trip | | | 1.5 Hr | | | \$299.51 |
| | b. | Reefer Digital Downloads | | | .75 Hr | | | \$160.35 |
| | c. | Pre Cool (per request from LINE) | | | .75 Hr | | | \$160.35 |
| | d. | Genset mount/dismount clip on | | | .75 Hr | | | \$160.35 |
| | e. | Genset mount/dismount to/from chassis | | | .75 Hr | | | \$160.35 |
| | f. | Genset bellymount hook-up and start | | | .75 Hr | | | \$160.35 |
| | g. | Genset bellymount disconnect & roll up cable | | | .50 Hr | | | \$113.97 |
| | h. | Halide Testing | Pass | | | | | \$402.88 |
| | | | No Pass | | | | | \$939.36 |
| | | | Daily storage for 'No Pass' reefers | | | | | \$37.11 |
| | i. | Diesel cost (fueling gensets) | | | .25 Hr | plus | Fuel Mkt Value + 14% | |
| 7. | Estimates rejected and/or no work completed | | | | 0.50 Hr | per request | | \$113.97 |
| 8. | Photos (by written request, max 2 photos) | | | | 0.50 Hr | per request | | \$113.97 |
| | NOTE: 1 | | Flat rate jobs during overtime hours will be invoiced at the overtime rate. | | | | | |
| | NOTE 2: | | CUSTOMER authorizes CONTRACTOR to automatically repair Reefer live loads to ensure Vessel loading and/or to avoid compromising cargo. Photos are not required. | | | | | |
| | NOTE: 2 | | | | | | | |
| | NOTE 3: | | CUSTOMER authorizes CONTRACTOR to automatically repair damages up to \$500.00 per incident. Excluding Note | | | | | |
| | | | | | | | | |

| | | | |
|--|--|--|---|
| | | | 2 above, damages above and beyond \$500.00 shall require authorization from CUSTOMER. |
|--|--|--|---|

31. CONTAINER STACK TRAIN SERVICE

1.0 OPERATOR'S SERVICES AND OBLIGATIONS

1.1 GENERAL

OPERATOR shall:

- A. Provide and perform rail services and related terminal services, for dedicated trains operated or controlled by CUSTOMERS, at the Terminal located in the Port of Los Angeles for I.S.O. standard containers. The number of trains, the number of railcars per train and the standard weekly schedule for the trains of CUSTOMERS shall be subject to mutual agreement between CUSTOMERS and OPERATOR of which the handling volumes shall be directly applicable to CUSTOMERS' cargo calling at the Terminal.
- B. Perform its services in an efficient, economical, and workmanlike manner.
- C. Provide rail tracks and adequate yard space, as mutually agreed, for efficient rail and directly-related terminal operations.
- D. Provide all necessary employees, labor, supervision, normal existing security watchman services, and necessary container handling equipment based on I.S.O. standard containers.
- E. Maintain the Terminal facility and equipment in sound and operational condition.
- F. Perform rail and directly-associated services on 1st and 2nd shifts in accordance with the ILWU/PMA Collective Bargaining Agreement, with the customs and practices of the Port.

Rail services on 3rd shifts will be considered only on an emergency basis and shall be subject to provision at the sole discretion of OPERATOR. 3rd Shift work shall be billed as Extra Labor per the Schedule of Rates.

1.2 RAIL SERVICES

OPERATOR will:

- A. Assign rail tracks within the Terminal, as available, for rail cars that are owned, leased or otherwise controlled by CUSTOMER or CUSTOMERS' third party intermodal vendor.
- B. Provide train stowage planning and the discharging loading sequencing of containers from to railcars in accordance with westbound car plans and in accordance with any special pre-stow instructions, as furnished by CUSTOMERS, for eastbound car plans.

1. OPERATOR will advise CUSTOMERS of containers deemed not likely to load the train by virtue of either vessel stowage position or loading sequence, if applicable.

2. OPERATOR will provide CUSTOMERS with a copy of the train pre-stow no later than one (1) hour after the commencement of TRAIN loading operations.
3. OPERATOR will provide CUSTOMERS with all “FINAL” train car plans no later than one (1) hour prior to the completion of train operations.

- C. Coordinate with railroad or third party intermodal vendor the movement, scheduling and disposition of E B and W. B DST cars, as well as car inspections and Bad Order disposition of cars, subject to instruction received from CUSTOMER regarding the requirements of CUSTOMER with each such regard.
- D. Dray full or empty containers within the Terminal and load them onto rail cars per the pre-stowed eastbound car plans.
Discharge full or empty containers from rail cars and dray them directly to pre-designated areas or rows within the Terminal.
- E. Fit inter-box connectors (“IBC”) where required and collect IBC’s into gear boxes, as provided on rail cars, when required.
- F. Check and tally the movement of containers on and off rail cars and note damages, where possible, based upon visual inspections.
- G. Check seals on full train containers when loading onto or discharging from rail cars (without affecting production) to ensure that the seal is intact. OPERATOR shall not be responsible solely on the basis of missing or breached seals that are not detected at the time of discharge from or loading on rail cars. Seal numbers will not be recorded, but notations as noticed will be made if seals are not intact. In such cases, new standard seals will be applied and the new seal numbers will be recorded.
- H. Make its best effort to complete loading or discharging operations within the standard schedule or time frame.
- I. Copies of the records of all rail cars handled, containers chassis received or delivered, of cursory visual inspections for damages, of “seal intact” status exceptions and hazardous or dangerous cargo container labeling exceptions shall be supplied to CUSTOMER immediately upon completion of each shift of train operations.

1.3 LABOR ASSIGNMENT

- A. OPERATOR shall decide the number of labor units or personnel to use in the most economical manner to meet CUSTOMER’S train schedule, subject to and considerate of conditions set forth within Section 31, Article 1.1.A. herein above.
- B. Given Section 31, Article 1.3.A. above, OPERATOR will arrange labor for the next 1st or 2nd shift succeeding the train’s ETA at Terminal and any time lost by labor not working the train by reason of its failure to arrive at the ETA shall be for the account of CUSTOMERS. Deadtime or guarantee time at the end of scheduled 1st or 3rd shifts shall be for account of CUSTOMERS.

CUSTOMERS agree to remove empty cars unloaded at the Terminal and full cars loaded at the Terminal, such that subsequent car movements for other trains may promptly occur, whether or not CUSTOMERS' normally-contracted railroad is available for such movement.

- C. If requested by CUSTOMERS, and if agreeable with OPERATOR, OPERATOR will order labor for the train pre-determined to arrive after the beginning of the applicable work shift, providing CUSTOMERS are responsible for labor standby time and deadtime after completion of rail services, if completed either on the original working shift, on an extension of that shift or on a subsequent working shift.
- D. OPERATOR shall not be responsible for the shortage of (or delays caused by the shortage of) labor or the inability to obtain labor through reasonable efforts.

1.4 RECEIVING AND RELEASE OF THE TRAIN

- A. OPERATOR will receive rail cars from CUSTOMERS upon completion of the switching-in and spotting at Terminal by CUSTOMERS' contracted railroad. The initial switching-in of rail cars shall be made by CUSTOMERS' contracted railroad and such rail cars shall be spotted per the requirements of OPERATOR. Operational delays resulting from failure of railroad to properly spot cars shall be for the account of CUSTOMER, provided the special conditions set forth within Section 31. Article 1.3.B. and 1.3.C. are not achieved.
 - 1. Additional switching and spotting within the Terminal, as required for setting-up proper hubbing orders for eastbound movements, shall be made by the OPERATOR at its operational convenience.
 - 2. OPERATOR will separate known or identified bad order railcars from the hubbing arrangement for immediate removal from Terminal by CUSTOMER or its contracted railroad. Any Port Tariff demurrage shall be for account of CUSTOMER.
- B. Rail cars will be released to CUSTOMER as spotted at the Terminal (upon completion of loading or discharging) for the making-up of the train and switching-out by CUSTOMERS' contracted railroad.
- C. CUSTOMER shall be responsible to coordinate all train communications and movements with its contracted railroad, the PHL and the OPERATOR. OPERATOR may assist with coordination of certain activities directly with the contracted railroad given proper instruction and authorization to do so from CUSTOMER.
 - 1. Any rail car inspections or maintenance required by CUSTOMER or its contracted railroad shall be accomplished by CUSTOMER without affecting train operations or productivity of OPERATOR. Any operational delays of OPERATOR, as generated by rail car inspections or repairs, shall be for the account of CUSTOMER, again provided the special conditions set forth within Section 31, Article 1.3.B. and 1.3.C. are not achieved.

2. CUSTOMER shall make arrangements to remove any bad order cars not available for use during the immediate on-going train operation.
3. All costs resulting from any delays in the movement of CUSTOMER'S trains (at the times specified and required by OPERATOR) by CUSTOMER'S contracted railroad, causing labor standby at the Terminal or causing delays to other trains handled by OPERATOR at the Terminal, shall be for the account of CUSTOMER.

D. OPERATOR shall not be responsible for delays in the completion of CUSTOMER'S trains later than each train's mutually-agreed weekly completion schedule, if such delays were caused or contributed by late vessel arrival, delay in the departure of a preceding train, lack of availability of empty cars for CUSTOMER'S train, late arrival of CUSTOMER'S train or empty cars, late availability of containers for loading to CUSTOMER'S train, compliance with governmental or regulatory inspections, late availability of labor, no labor available, health and safety of personnel at the Terminal, concerted labor efforts or activities, civil commotion, natural disasters or inclement weather.

1.5 DOCUMENTATION

OPERATOR will prepare and process those documents required by CUSTOMERS (in a form agreed upon between CUSTOMER and OPERATOR) and furnish them to CUSTOMERS.

1.6 STORAGE OF CONTAINERS AND CHASSIS

Any storage of containers and chassis designated for the train shall be subject to the conditions set forth in the Container Stevedoring and Service Agreement between CUSTOMERS and OPERATOR, where applicable. Notwithstanding this Section 1.6, the Extended Dwell Time Congestion Fee is applicable in accordance to its terms for containers designated for the train unless a different treatment is expressly and separately provided in a Container Stevedoring and Service Agreement.

2.0 CUSTOMER'S OBLIGATIONS

2.1 CUSTOMERS shall provide OPERATOR with all necessary information and instructions (to allow OPERATOR to provide efficient services) such as:

A. GENERAL:

1. CUSTOMERS shall advise OPERATOR of its train schedules and ETA well in advance and notify OPERATOR of any changes as they occur in sufficient time in order that OPERATOR can properly plan yard and track assignments, as well as labor arrangements.

CUSTOMERS shall notify OPERATOR of each container candidate to be discharged from each applicable vessel calling the Terminal at least 48 hours prior to commencement of vessel's discharge operations.

Any containers on governmental hold or not released for loading to trains on-dock shall be pre-advised by CUSTOMERS to OPERATOR, of which

such containers may be separated upon discharge from the vessel into a pending DST decking bay or remain wheeled, at the sole discretion of the OPERATOR.

CUSTOMERS, and no other designated party, shall notify OPERATOR of the “released” status of any such containers originally discharged as “hold” or “not released” for loading.

CUSTOMERS shall have the responsibility of authorizing and authority to authorize OPERATOR to cut or eliminate containers from planned train loading operations at the Terminal.

2. In the event that CUSTOMERS have specifically-designated containers and or chassis for use with its container stack train service only, CUSTOMERS shall provide OPERATOR, in writing, with a list of numbers, types and sizes of those containers and chassis.
 - a. CUSTOMERS shall supply all chassis in sufficient quantities by size for the on-dock train loading and discharging operations.
 - b. Chassis supplied by CUSTOMERS shall be in good order and shall be made available for use by OPERATOR. Any bad order chassis shall be subject to terminal fees as described in Section 31, Article 1.6 herein and CUSTOMERS are responsible for immediately drying bad order containers chassis off dock.
 - c. CUSTOMERS shall be responsible for all costs regardless of equipment ownership related to designated train containers and. or chassis for use with its container stack train. Such cost will include, but not limited to, container chassis flips, storage fees, yard costs and gate charges.
3. CUSTOMERS shall notify OPERATOR in sufficient time, and in writing, whenever extra labor is required such that labor may be properly arranged per normal ILWU-PMA. labor ordering windows.
4. CUSTOMERS shall notify OPERATOR of CUSTOMERS’ policies on train car loading, hubbing or weight distributions, if different from standard handling practice or from registry information on car capacities and limitations.
5. CUSTOMERS shall supply sufficient IBC’s for the efficient operations of loading trains.

B. WESTBOUND DATA

1. Railcar numbers and types.
2. Car plans for each train and hubbed order on arrival.
3. Container data by:
 - a. Number, size, type, height, seal number, and gross weight.
 - b. Export vessel and destination.
 - c. Hazardous information.

- d. Special handling instructions.
 - e. Details of awkward containers.
4. Data contained within Items #1 through #3 above, shall be transmitted by CUSTOMERS to OPERATOR (or provided on diskette with format to be agreed) no later than 24 hours prior to the applicable labor shift start time for each train operation.
5. CUSTOMERS shall follow the International Convention for the Safety of Life at Sea (“SOLAS”) Ch VI/2 VGM regulations that require shippers to provide via EDI a signed VGM document to the Terminal. OPERATOR shall assume CUSTOMERS and Shipper have made arrangements for the shipper to provide a shipper-signed VGM for each container delivered to the Terminal facility for loading. In no event will cargo arriving by rail without a SOLAS compliant VGM be received by the Terminal or loaded to a vessel.

C. EASTBOUND DATA

1. Container Data By:
 - a. Number, size, type, height, seal number and gross weight.
 - b. Train loading hub or destination per container.
 - c. Hazardous and reefer information.
 - d. Special handling instructions.
 - e. Details of awkward containers.
2. Data contained in Section 31, Article 2.1.C.1 shall be transmitted by CUSTOMERS to OPERATOR (or provided on diskette with format to be agreed) no later than 24 hours prior to the applicable labor shift start time for each train operation.

3.0 EXTRA WORK AND OVERTIME WORK

Additional expenses incurred for performing any extra work and overtime ordered by CUSTOMER shall be paid by CUSTOMER on the basis of extra labor rates plus rental of equipment and cost of material used and markup, unless otherwise stipulated in this Schedule including its Schedule of Rates or unless mutually agreed upon by both parties.

Extra labor charge shall be determined by the applicable labor unit (either gang unit or individual labor basis) cost per hour (as noted in the Schedule of Rates) per applicable working shift plus 20% plus cost of equipment rental and cost of materials, if applicable.

4.0 COMPENSATION

4.1. PAYMENT

CUSTOMERS shall compensate OPERATOR for the performance of the services described herein in accordance with this Schedule and the Schedule(s) of Rates attached hereto and will reimburse OPERATOR for charges paid on their behalf.

Payment shall be made in U.S. funds, via wire transfer with advance notice of invoice details, not later than thirty (30) days after receiving the undisputed invoice. Invoices shall be forwarded to CUSTOMERS via electronic mail. If a CUSTOMER disputes any invoices, then CUSTOMER shall notify, in writing, OPERATOR within 15 days after receiving such invoices. While disputed item is under review, CUSTOMER shall continue to pay the undisputed balance within the 30 day terms. In the event that any payment against any undisputed invoice occurs after 30 days, CUSTOMERS agree to pay interest of outstanding sums at prevailing bank prime interest rates. Port of Los Angeles Tariff items, if applicable, are the responsibility of and are to be settled by CUSTOMER upon presentation of invoices by OPERATOR.

OPERATOR, at its own discretion, may temporarily discontinue or cut-off certain services including withholding demurrage refunds to the CUSTOMER based on the age of unpaid invoices. OPERATOR shall be forced to exercise these options if OPERATOR has forwarded multiple invoice copies to the appropriate CUSTOMER personnel or CUSTOMER has not disputed invoices in writing with specific details or balance remains over 30 days for three (3) consecutive months.

4.2. RATES

- A. The lift charges specified in the Schedule of Rates shall, unless otherwise provided, cover:
 1. The cost of labor, supervision, and equipment for normal rail services during 1st, 2nd, and 1st/2nd OT shifts, seven days (7) days a week (exclusive of overtime, holidays and weekends) in accordance with the ILWU/PMA collective bargaining agreement.
 2. Detentions caused by specific actions or fault of OPERATOR.
- B. The following items are not included within the Lift Charges in the Schedule of Rates:
 1. Any delays to OPERATOR'S operations generated by late vessel arrivals, late spotting of empty railcars, late train arrivals or late train departures, failure of CUSTOMERS to advise OPERATOR for timely labor cancellation of labor ordered, unavailability of containers for loading to the train, compliance with governmental or regulatory inspections, concerted labor efforts or inclement weather are subject to standby and or overtime charges and are for CUSTOMERS' account.
 2. Train services performed on 3rd shifts.
 3. Handling damaged containers requiring jury rigging, as well as non-containerized cargo to be billed as per Section 31, Article 3.0.
 4. Rehandling of containers due to CUSTOMERS' change of instruction:

- a. Containers once loaded, but discharged for rolling over to the next train, to another railcar on the same train, or for local delivery etc. to count as two (2) moves.
- b. Containers once loaded, but shifted to another spot on the same rail car to count as two (2) moves.
- 5. Any additional charges assessed as cargo penalties to be billed at actual cost.
- 6. Extra work, not otherwise mentioned herein, to be billed as per Section 31, Article 3.0.
- 7. Labor standby and deadtime or guarantee time, if caused through no specific action or fault of OPERATOR.
- 8. Materials, if furnished, such as lumber, shoring materials, IBC's, etc. for rail services, to be invoiced to the CUSTOMERS at actual cost.
- 9. Port of Los Angeles fees, wharfage or demurrage applicable to containers, as handled to from railcars at the Terminal.
- 10. Any charges in this Schedule identified as not included in a combined rate, including the Lift Charge and the Container Through-Put Rate in Section 29.
- 11. Excess Dwell Time Congestion Fees.

4.3. REVISION OF RATES

All rates for services specified are based on and subject to the employment of longshore and other labor under the provisions of the agreements currently in effect with the unions involved and other labor and non-labor cost factors. In the event of an increase or decrease in wage scale, inclusive of PMA assessments or changes affecting working contracts or conditions, OPERATOR shall promptly advise CUSTOMERS of such changes and the rates applicable shall, as a consequence, be revised from time to time by mutual agreement taking into consideration not only such changes, but also changes in non-labor cost factors. However, such revision shall not be unreasonably withheld.

5.0 SAFETY

- 5.1 Prior to commencing, during and until the completion of its work, OPERATOR shall be allowed to inspect and determine the safety of all work areas and of all gear and equipment which will be utilized by OPERATOR'S operators.
- 5.2 CUSTOMERS shall immediately notify OPERATOR and OPERATOR shall immediately notify CUSTOMERS of any property damaged and of any illness, injury or death of any person which occurs during OPERATOR'S and or CUSTOMERS' operations and each shall cooperate fully with the other in developing full and complete information about the facts and circumstances of the occurrence and the nature and extent of the damages or injuries which resulted therefrom.

| | | | | | | | |
|----|---|------------------------|--|--|-------------|--------------------|--|
| 1. | Lift Charges: | | | | | | |
| | | | | | | | |
| a. | 1st Shift ST (Weekdays, Excl. Holidays) | | | | \$222.65 | per container move | |
| b. | 2nd Shift ST (Weekdays, Excl. Holidays) | | | | \$283.87 | per container move | |
| c. | 1st/2nd OT Shifts (Weekends/Holiday) | | | | \$310.12 | per container move | |
| | | | | | | | |
| | A 25% surcharge will be assessed against the applicable lift charge rate, as may be applicable to all containers that require handling on other than DST car platforms and against all TOFC containers handled. | | | | | | |
| 2. | Standby, Detention, and Deadtime Charges: | | | | | | |
| | Labor Charges: | 1st Shift | | | \$3,453.68 | per unit per hour | |
| | | 2nd Shift | | | \$3,913.54 | per unit per hour | |
| | | 1st/2nd Shift Overtime | | | \$4,661.00 | per unit per hour | |
| 3. | Eastbound Demurrage | | | | Port Tariff | | |
| 4. | Extra Labor: | | | | | | |
| | If agreed by OPERATOR, charges for additional labor requested and authorized by CUSTOMER for CUSTOMER'S account shall be based upon the manhour rates per labor category plus equipment rental charges plus cost of materials plus 20% as contained within the most current Schedule of Rates of the Container Stevedoring and Service Agreement between CUSTOMER and OPERATOR. | | | | | | |

32. SHORE POWER SERVICES

CUSTOMER understands and commits to compliance with the Alternative Maritime Power requirements of the Port of Los Angeles, California Air Resources Board (“CARB”), the South Coast Air Quality District, and or any other governmental or regulatory entity. Customer agrees to indemnify and hold harmless OPERATOR from and against all losses resulting from the CUSTOMER'S failure to fully comply with all AMP requirements at the terminal, including but not limited to, fines for delays in plugging into and commencement of the use of the AMP system on terminal. All such fines and charges shall be for the account of CUSTOMER, regardless of the entity against which they are levied.

Effective January 1, 2023, CARB regulations require that all vessels visiting the Port of Los Angeles must employ emissions controls while at the berth. Failure to comply with that requirement may result in enforcement actions by CARB.

For the avoidance of doubt, CUSTOMER is solely and entirely responsible for compliance with CARB requirements applicable to its vessels.

1.0 OPERATOR'S SERVICES AND OBLIGATIONS

1.1 GENERAL

OPERATOR shall:

- A. Provide and perform Shore Power Services as described below in Section 32, Article 1.2 (hereinafter “SPS”) and other related terminal services as needed, for vessels operated or controlled by CUSTOMER at Terminal
- B. Perform its SPS in an efficient, economical, and workmanlike manner.
- C. Provide access to Shore Power Outlets (“SPOs”) and electrical power as made available and as supplied by the local utility provider, as mutually agreed between the parties hereto from time to time, for efficient terminal operations.
- D. Provide all necessary employees and or labor, supervision, and land-based equipment to the best of OPERATOR’S ability to assist CUSTOMER in its use of land-based SPOs and Vessel Circuit Breakers (“VCBs”).
- E. POLA maintain the SPO and ship’s crews maintain the VCB.
- F. Be available to perform SPS 24 hours per day and 7 days per week in accordance with the ILWU/PMA collective bargaining agreement and practices of the Port of Los Angeles Harbor Department at rates set forth in the Schedule of Rates.
- G. If CUSTOMER requires and OPERATOR agrees in a separate writing, provide adequate space to store CUSTOMER’S owned leased mobile Shore Power container that houses the necessary CUSTOMER owned and maintained transformer and cable management system (“SPC”) and the Carrier owned dedicated SPC roadworthy chassis at rates set forth in the Schedule of Rates.
- H. Comply with vessel commissioning requirements as set forth and required from time to time by the Port, Air Quality Management District (“AQMD”) and California Air Resources Board (“CARS”) and any other authority having jurisdiction therefor as applicable.

1.2 SHORE POWER SERVICES

Shore Power Services that OPERATOR shall perform may include, but not be limited to, the following:

- A. When required, dray SPC on Carrier owned, dedicated roadworthy chassis and load SPC to vessel dedicated position utilizing necessary shoreside labor and equipment.
- B. Prior to connection and/or activation.
 1. Confirm that the circuit breakers VCB are open.
 2. Confirm that either end of single ship side cable is disconnected.
 3. Confirm Shore Power is receiving Panel No Alarm.
 4. Confirm Earthing switch is closed.
 5. Lash & secure vessel side cables to designated points.
 6. Completion of the multi-step Kirk Key process to connect two (2) vessel side cables to receptacles at land side SPO.
 7. Communicate and confirm that the auto tension function of cable reel is activated.

- 8. Open E-Stop device.
- 9. Rack-in circuit breaker at SPO.
- 10. Close E-Stop device.

C. Prior to deactivation and or disconnection:

- 1. Communicate and confirm with vessel crew that the ship is ready to de-energize Shore Power.
- 2. Confirm “VCB” is open and report to substation.
- 3. Open the circuit breaker at SPO.
- 4. Record time when breaker is opened.
- 5. Confirm breaker is opened Green Lump.
- 6. Open lid on SPO Box;
- 7. Close the Earthing switch at SPO;
- 8. Confirm ship side Earth switch is closed;
- 9. Communicate and confirm that the auto tension function of cable reel is de-activated at vessel side;
- 10. Confirm that either end of single ship side cable is disconnected;
- 11. Disconnect the two (2) shore side cables from berth receptacles;
- 12. Unlash the vessel side cables from designated points; and
- 13. Close the two (2) covers of berth receptacles and lock at the SPO.

D. If required, utilize necessary shoreside labor and equipment to discharge SPC to CUSTOMER owned/dedicated roadworthy chassis for storage on Terminal.

E. If stored SPC requires plugging, unplugging, OPERATOR shall connect SPC to existing reefer connection to maintain on-going power to SPC. CUSTOMER shall be responsible for plugging unplugging and daily power and preparation fees per the Schedule of Rates.

1.3 OBLIGATIONS

OPERATOR shall:

- A. Comply with CARB terminal requirements imposed upon terminal operators within the state regulations for and ‘Airborne Toxic Control Measure for Auxiliary Diesel Engines Operated on Ocean-Going Vessels At-Berth in a California Port’ pursuant to section 93113.3, title 17, chapter 1, subchapter 7.5, California Code of Regulations (CCR), as amended, or other regulations promulgated from time to time by CARB or any other governmental authority having jurisdiction over the subject matter hereof.
- B. Notify CUSTOMER when:
 - 1. Any items listed in Section 32, Articles 1.2.A. thru 1.2.D. are malfunctioning or cannot be completed.

- 2. There is any apparent malfunction of the utility equipment which feeds the Shore Power infrastructure.
- C. Comply with Port Tariff regarding the billing of electricity and associated fees to CUSTOMER.
- D. Have ultimate authority to initiate SPS upon vessel arrival.

1.4 LABOR ASSIGNMENT

Unless otherwise agreed, OPERATOR shall decide the number of personnel to use in the most economic manner to meet CUSTOMER'S Shore Power requirements.

1.5 DOCUMENTATION

- A. OPERATOR will prepare documents and reports associated with the regulations described within Section 32, Article 1.3.A. herein above.
- B. OPERATOR shall provide necessary documentation as required by CUSTOMER to settle associated Shore Power expenses.

2.0 CUSTOMER'S OBLIGATIONS

2.1. CUSTOMER shall:

- A. Comply with CARB vessel reporting requirements, schedules, targets, etc. as described within the state regulations for and 'Airborne Toxic Control Measure for Auxiliary Diesel Engines Operated on Ocean-Going Vessels At-Berth in a California Port' pursuant to section 93118.3, title 17, chapter 1, subchapter 7.5, CCR, as amended, or other regulations promulgated from time to time by CARB or any other governmental authority having jurisdiction over the subject matter hereof
- B. Make every effort to coordinate the necessary CUSTOMER employees, crew members, agents, vendors, etc. to comply with Section 32, Article 2.1.A. herein.
- C. Be responsible for lining up vessel along berth and in line with the SPO marker. Any delays or costs associated with CUSTOMER'S inability to properly line up vessel with the SPO shall be for the account of the CUSTOMER.
- D. Maintain a dedicated SPC position on vessel that must be void of any cargo or container prior to berth arrival.
- E. Regularly train ship's crew on CUSTOMER'S Shore Power procedures and obligations.
- F. Provide SPC a dedicated roadworthy chassis. Both of which shall be stored on Terminal per OPERATOR'S discretion and subject to fees on the Schedule of Rates.
- G. In the event the SPC requires power during storage, configure SPC plug to meet Terminal's refrigerated (reefer) outlet standards. CUSTOMER shall be responsible for daily fees.
- H. Upon loading of SPC,

1. Provide to OPERATOR shore side personnel de-energized vessel Shore Power cables upon completion of vessel mooring.
2. Supply sufficient cable length to allow vessel Shore Power cables to be safely connected by OPERATOR and remain connected to land-side SPO for the duration of the visit.
3. Allow OPERATOR to board each vessel in order to properly complete conditions set forth within Section 32, Articles 1.2.B. and 1.2.C. herein above.
4. Assure that energizing and or de-energizing of Shore Power is coordinated with OPERATOR in order to maintain the safety of all persons and equipment involved.

- I. Assume financial responsibility for and reimburse OPERATOR on demand for any costs attributable to any operational delays resulting from failure of vessel personnel, employees, agents, vendors, subcontractors and or vessel equipment to act or to provide service when required and any fines, penalties or assessments howsoever imposed upon OPERATOR for any such delays.
- J. Comply with vessel commissioning requirements as set forth and required from time to time by the Port, AQMD and CARB and any other authority having jurisdiction therefor.
- K. Advise OPERATOR of vessel ETA well in advance of vessel arrival and notify OPERATOR of any changes within sufficient time such that OPERATOR can properly arrange for labor and prepare wharf-side Shore Power equipment.
- L. Notify OPERATOR of CUSTOMER'S Shore Power procedures and requirements, if different from the standard handling practices described in Appendix A.
- M. Designate as an Emergency Event, as defined in subsection (c)(14)(B) or (c)(14)(C) of 93118.3, title 17, chapter 1, subchapter 7.5, CCR, as amended , within CUSTOMER'S log book, any instance whereby SPS are not feasible due to inclement weather or the like. If CARB determines such event does not qualify as an "Emergency Event", then any fines and or penalties derived from such event will be for the account of CUSTOMER.
- N. Have the ultimate authority to terminate SPS in order to secure the safety of the vessel crew and its assets.

2.2. DOCUMENTATION

CUSTOMER will prepare documents and reports required by CARB as applicable to the regulation described within Section 32, Article 2.1.A herein above.

2.3. EXCEPTIONS

Any and all exceptions to limits on hours of operation shall apply and are incorporated herein to this Schedule as referenced in section 93118.3, title 17, chapter 1, subchapter 7.5., CCR, as amended, or other regulations promulgated from time to time by CARB or any other governmental authority having jurisdiction

over the subject matter hereof shall also apply and relieve OPERATOR from any obligation hereunder to connect such Shore Power.

3.0 MAINTENANCE AND REPAIR OF SHORE POWER CONTAINER

CUSTOMER shall be solely responsible for the maintenance and repair (“M&R”) of the CUSTOMER SPC housed at Terminal. CUSTOMER shall dray the SPC off dock for all M&R related activities related thereto. OPERATOR assumes no responsibility for the condition, loss or damage of and safekeeping of the Shore Power container, chassis or SPC beyond providing storage space therefor. CUSTOMER shall be solely responsible for any action such as fines and or penalties by the Port, CARB, AQMD, etc. imposed upon CUSTOMER or OPERATOR in the event that M&R work prevents CUSTOMER Shore Power qualified ships from connecting to Shore Power at the Terminal and or meeting any targets.

4.0 EXTRA WORK AND OVERTIME WORK

Additional expenses incurred for performing any extra work and overtime otherwise required or ordered by CUSTOMER shall be paid by CUSTOMER on the basis of extra labor rates plus rental of equipment and cost of material used and mark up, unless otherwise stipulated in this Schedule inclusive of its Schedule of Rates or unless mutually agreed upon by both Parties.

Extra labor charges shall be determined by the applicable Man-Hour Billing Rates (as noted in the Schedule of Rates) per applicable working shift plus cost of equipment rental, cost of materials, if applicable, and mark up.

5.0 COMPENSATION

5.1 PAYMENT

CUSTOMERS shall compensate OPERATOR for the performance of the services described herein in accordance with this Schedule and the Schedule(s) of Rates attached hereto and will reimburse OPERATOR for charges paid on their behalf.

Payment shall be made in U.S. funds, via wire transfer with advance notice of invoice details, not later than thirty (30) days after receiving the undisputed invoice. Invoices shall be forwarded to CUSTOMERS via electronic mail. If a CUSTOMER disputes any invoices, then CUSTOMER shall notify, in writing, OPERATOR within 15 days after receiving such invoices. While disputed item is under review, CUSTOMER shall continue to pay the undisputed balance within the 30 day terms. In the event that any payment against any undisputed invoice occurs after 30 days, CUSTOMERS agree to pay interest of outstanding sums at prevailing bank prime interest rates. Port Tariff items, if applicable, are the responsibility of and are to be settled by CUSTOMER upon presentation of invoices by OPERATOR.

OPERATOR, at its own discretion, may temporarily discontinue or cut-off certain services including withholding demurrage refunds to the CUSTOMER based on the age of unpaid invoices. OPERATOR shall be forced to exercise these options if OPERATOR has forwarded multiple invoice copies to the appropriate CUSTOMER personnel or CUSTOMER has not disputed invoices in writing with specific details or balance remains over 30 days for three (3) consecutive months.

CUSTOMER expressly acknowledges that the SPS rendered under this Schedule, including any services provided by any subcontractor of OPERATOR, are provided upon the credit of the vessels served and OPERATOR specifically reserves the right to claim and assert a maritime lien or other liens that may exist under law (or which are set forth elsewhere in the Port Tariff) and or that may be applied against any vessel owned, chartered or sub-chartered or managed by CUSTOMER and any component of such vessel (including cargo containers) or cargo for all SPS provided under this Schedule for or on behalf of CUSTOMER or its customers and or vendors.

5.2 RATES

- A. The Loading, Connect Fee and Disconnect Discharge Fee rates specified in the Schedule of Rates shall, unless otherwise provided, be inclusive of:
 1. The cost of stevedoring labor, mechanic labor, supervision, equipment rental and mechanic certifications for normal services performed to load, connect, disconnect and discharge SPC.
 2. Detentions caused by specific actions or fault of OPERATOR.
- B. The following items are not included within the Loading Connect Fee and Disconnect Discharge Fee specified in the Schedule of Rates:
 1. The cost of supplying electrical power to CUSTOMER'S vessels including, but not limited to: delivery charges, generation charges, city and state taxes, and added facility fees as invoiced to OPERATOR by the local utility company, the Port of Los Angeles, City of Long Beach or other municipal entity or its vendor(s) shall be for the account of CUSTOMER or CUSTOMERS as applicable, as reasonably determined by OPERATOR.
The total monthly cost of electricity and all associated fees, taxes and charges of any kind as invoiced to OPERATOR by the local utility company shall be for the account of CUSTOMER or CUSTOMERS as applicable, as reasonably determined by OPERATOR.
 2. Any delays to OPERATOR'S operations generated by late vessel arrivals, delays caused by the CUSTOMER'S SPC cable management system or vessel's inability to line up to the SPO marker, failure of CUSTOMER to advise OPERATOR for timely cancellation of labor ordered, and CUSTOMER'S compliance with governmental or regulatory inspections are for the account of CUSTOMER or CUSTOMERS as applicable, as reasonably determined by OPERATOR. Labor disputes caused through the actions or fault of CUSTOMER are subject to Extra Labor charges and are for CUSTOMER'S account as applicable, as reasonably determined by OPERATOR.
 3. Extra work, not otherwise mentioned herein, to be billed to CUSTOMER, as applicable, as reasonably determined by OPERATOR, as per the Schedule of Rates.

4. Materials, if furnished, such as lumber, shoring materials, etc. for SPS to be invoiced to the CUSTOMER or CUSTOMERS as applicable, as reasonably determined by OPERATOR, at actual cost.

5.3 REVISION OF RATES

All rates for SPS specified are based on and subject to the employment of ILWU mechanic labor and other labor under the provisions of the agreements currently in effect with the Unions involved, as well as other labor and non-labor cost factors. In the event of an increase or decrease in wage scale, inclusive of PMA/ILWU assessments or changes affecting working contracts or conditions, OPERATOR shall promptly advise CUSTOMER of such changes and the rates applicable shall, as a consequence, be revised from time to time by mutual agreement taking into consideration not only such changes, but also changes in non-labor cost factors. However, approval by CUSTOMER of such revision shall not be unreasonably withheld.

6.0 SAFETY

6.1 Prior to commencing, during and until the completion of its work, OPERATOR shall be allowed to inspect and determine the safety of all work areas and of all gear and equipment which will be utilized by OPERATOR'S operators.

6.2 CUSTOMER shall immediately notify OPERATOR and OPERATOR shall immediately notify CUSTOMER of any property damaged and of any illness, injury or death of any person which occurs during OPERATORS and or CUSTOMER'S operations and each shall cooperate fully with the other in developing full and complete information about the facts and circumstances of the occurrence and the nature and extent of the damages or injuries which resulted therefrom.

| | | | | | |
|----|---|---|--|------------|-----------|
| 1 | SPC Loading/Connect/Disconnect/Discharge Fee (SPC stored at Terminal) | | | | |
| | | (includes ILWU/IAM/Mgmt labor and equipment) | | \$5,248.10 | per call |
| 2. | SPC Connect/Disconnect (Cable reel or SPC permanently on vessel) | | | | |
| | | (includes IAM/Mgmt labor and Equipment) | | \$4,399.92 | per call |
| 3. | SPC Temporary Power Disconnect/Re-connect (by request only) | | | | |
| | | (Cables remain connected, but power shutdown) | | \$1,219.26 | per event |
| 4. | SPC Storage (SPC & Chassis) | | | \$57.24 | per day |
| a. | Plugging/unplugging of stored SPC | | | \$111.32 | per event |
| b. | SPC Container Power and Preparation Fee | | | \$116.62 | per day |
| | i. | Daily power usage while SPC is stored at Terminal | | | |
| | ii. | Availability and maintenance of reefer receptable | | | |
| | iii. | Coiling/Uncoiling of reefer cable | | | |
| | iv. | Locking/Unlocking of chassis Kingpin | | | |
| 5. | Electricity Pass Thru Fees (per Port of Los Angeles Tariff) | | | | |

| | | | | | | |
|----|---|---------------------|---------------------------|------------------|-------------|---|
| | | | | | | Electricity fees plus all other related shorepower fees |
| 6. | Maintenance and Repair of Shorepower Container shall be the responsibility of CUSTOMER and all repairs must be drayed off dock on CUSTOMER owned/dedicated road worthy SPC chassis. | | | | | |
| 7. | Lining up vessel at berth arrival to OPERATOR'S SPO marker (Carrier's request) | | | | | |
| | | | | | \$477.10 | per arrival |
| 8. | Extra Labor: | | | | | Actual time used at total Man-Hour Billing Rates plus equipment renta; rates and cost of materials plus 20% |
| a. | Shorepower Mechanic Man-Hour Billing Rates (including overhead cost): | | | | | |
| | | | 1st/2 nd Shift | 1st/2nd Shift OT | 3rd Shift | 3rd Shift OT |
| | | Shorepower Mechanic | \$206.74 | \$206.74 | \$331.05 | \$380.62 |
| b. | ILWU Man-Hour Billing Rates | | | | | |
| | 1st Shift | | | | \$212.04 | per hour |
| | 2nd Shift | | | | \$240.47 | per hour |
| | 3rd Shift | | | | \$307.46 | per hour |
| | 1st/2nd Shift OT | | | | \$269.30 | per hour |
| | 3rd Shift OT | | | | \$336.09 | per hour |
| 9. | Equipment Rental Rates: | | | | | |
| | Yard hustler (Tractor) | | | | \$68.91 | per hour |
| | Tophandler | | | | \$254.45 | per hour |
| | Forklift (cap over > 15,000) | | | | \$180.24 | per hour |
| | Forklift (cap up to < 15,000) | | | | \$127.23 | per hour |
| | Transtainer (RTG) | | | | \$339.27 | per hour |
| | Yard Chassis (Bomb Cart) | | | | \$37.11 | per hour |
| | Gantry Crane (STS) | | | | Port Tariff | |

33. STORAGE CHARGES

33.1 EXTENDED DWELL TIME CONGESTION FEE

A. In order to recover increased operating and storage costs incurred as a result of congestion caused by containers left on the terminal for extended periods of time, the following fees will apply to all loaded import containers at the rates, and for the effective period, set forth in this Section 33.1 (the "Extended Dwell Time Congestion Fee").

B. Extended Dwell Time Congestion Fee shall apply and be assessed against each loaded import container on the terminal after the expiration of free time as follows:

- i. Containers (other than Refrigerated Containers after the Refrigerated Container Collection Commencement Date (defined below)):
 1. \$45 per day commencing on the first day after expiration of free time, for up to five days (e.g., days 1-5 after free time);
 2. \$69 per day thereafter, for up to five additional days (e.g., days 6-10 after free time);
 3. \$93 per day thereafter, for up to five additional days (e.g., days 11-15 after free time), and
 4. \$162 per day for any days thereafter (e.g., all day from day 16 and after).
- ii. Refrigerated Containers (after the Refrigerated Container Collection Commencement Date (defined below)):
 1. \$98 per day commencing on the first day after expiration of free time, for up to five days (e.g., days 1-5 after free time);
 2. \$146 per day thereafter, for up to five additional days (e.g., days 6-10 after free time);
 3. \$194 per day thereafter, for up to five additional days (e.g., days 11-15 after free time), and
 4. \$332 per day for any days thereafter (e.g., all day from day 16 and after).

The Extended Dwell Time Congestion Fee is cumulative, for example, the cumulative Extended Dwell Time Congestion Fee for an applicable non-refrigerated container not picked up until the fifth (5th) day after the expiration of free time (i.e., nine (9) days) would be \$225 (\$45+\$45+\$45+\$45+\$45); the fee if that applicable non-refrigerated container was not picked up until the eighth (8th) day after the expiration of free time would be \$432 (\$45+\$45+\$45+\$45+\$45+\$69+\$69+\$69).

For containers for which free time expired on or before the Original Collection Commencement Date (defined below), the Extended Dwell Time Congestion Fee shall be calculated as if the Original Collection Commencement Date is the first day after the expiration of free time for such containers.

For refrigerated containers, the Extended Dwell Time Congestion Fee shall be calculated as follows: (1) prior to the Refrigerated Container Collection Commencement Date, the Extended Dwell Time Congestion Fee shall be calculated in the same manner as a non-refrigerated container at the rates in section 33.1(B)(i), and (2) on and after the Refrigerated Container Collection Commencement Date, the Extended Dwell Time Congestion Fee shall commence calculation at the rates in section 33.1(B)(ii). For example, for a refrigerated container accruing the Extended Dwell Time Congestion Fee for three days prior to the Refrigerated Container Collection Commencement Date,

and not picked up until three days after the Refrigerated Container Collection Commencement Date, the fee would be \$477 (\$45+\$45+\$45+\$98+\$98+\$146).

C. Effective Period: Assessment and collection of the Extended Dwell Time Congestion Fee shall commence as follows:

- i. The Extended Dwell Time Congestion Fee for all containers commenced on January 1, 2022 (the “Original Collection Commencement Date”).
- ii. The Extended Dwell Time Congestion Fee for refrigerated containers shall commence as of January 1, 2022 (the “Refrigerated Container Collection Commencement Date”).

The OPERATOR shall monitor and evaluate Terminal congestion conditions and the effectiveness of the Extended Dwell Time Congestion Fee. The Extended Dwell Time Congestion Fee may be suspended or terminated upon notice and publication of such action by OPERATOR.

D. Other Fees: The Extended Dwell Time Congestion Fee shall apply in addition to any other existing fee for storage or demurrage pursuant to this Schedule and or the Port of Los Angeles Tariff.

E. Payment. The importer of record in the shipping documents will be responsible for paying or arranging for payment of the Extended Dwell Time Congestion Fee by check, money order, credit card (Visa, MasterCard, American Express or Discover), eCheck (Electronic Check) through the WBCT website (<https://wbct.us>), or any other method permitted by OPERATOR prior to release of the container, unless other payment terms are expressly agreed by OPERATOR.

F. Under California law AB-2406, effective January 1, 2023, OPERATOR will not commence or continue free time or impose Extended Dwell Time charges for cargo shipped by intermodal transport under any of the following circumstances:

- i. When the intermodal marine or terminal truck gate is closed during posted normal working hours, for example on a holiday, or during a labor disruption period, or during any other period involving an act of God or any other planned or unplanned action that closes the truck gate.
- ii. When a container provider decides to divert equipment from the original interchange location without 48 hours’ electronic or written notification to the motor carrier.
- iii. When OPERATOR is assessed a fine pursuant to Section 40720 of the Health and Safety Code.
- iv. When the chassis is out of compliance pursuant to Section 34505.9 of the Vehicle Code or the equipment is placed out of service in such a manner as to result in a per diem, detention, or demurrage charge.
- v. When a loaded container is not available for pickup when the motor carrier arrives at the Terminal, or the area within the Terminal containing the cargo or equipment is closed or otherwise inaccessible.
- vi. When the Terminal is too congested to accept the container and turns away the motor carrier.

- vii. When the motor carrier documents an unsuccessful attempt to make an appointment for either a loaded or empty container transaction at the Terminal and no other appointments were available for that transaction within the following windows:
 - a. For appointment attempts during the Terminal's posted first shift hours, no other appointments were available.
 - b. For appointment attempts during Terminal's posted second shift hours, no other appointments were available.
 - c. If OPERATOR does not post shift hours, then the window applicable to subparagraph (A) shall be 7:00 a.m. to 4:59 p.m., inclusive, and the window applicable to subparagraph (B) shall be 5:00 p.m. to 3:00 a.m., inclusive.
- viii. When OPERATOR has unilaterally imposed transaction restrictions, such as single or dual transaction, chassis matching, or empty container requirements that prevent a transaction and failed to provide a return location or other conditions that impede the motor carrier's ability to pick up or terminate intermodal marine containers.
- ix. When a return or delivery of an intermodal container is delayed because a booked vessel's receiving date changes.
- x. When the obstacle to the cargo retrieval or return of equipment is within the scope of responsibility of CUSTOMER or their agent and beyond the control of the invoiced or contracting party.

Extended Dwell Time Congestion Fee will not accrue should any of the conditions of Section 33(F)(i)-(x) apply. Further, advancement of tiered rate will not account for any conditions provided in Section 33(F)(i)-(x).

34. VESSEL SPEED REDUCTION PROGRAM

Pursuant to court order, OPERATOR has committed to Vessel Speed Reduction Program (“VSRP”) efforts set forth in the San Pedro Bay Ports Clean Air Action Plan (CAAP). The objective of the VSRP is to reduce NOx emissions from ocean-going vessels by slowing their speeds as they approach or depart the port area. Vessels calling at the Terminal are required to observe the expanded (i.e. 40 nm) VSRP regulations, which mandates that all vessels calling at Berths 97-109 are required to comply with the expanded VSRP of 12 knots between 40nm from Point Fermin and the Precautionary Area. Each vessel, her owners, charterers and agents to whom any of OPERATOR'S berths have been assigned, or who are using or occupying same under any provision of this Schedule, shall comply with the provisions of the VSRP. Failure of a Vessel calling at Berths 97-109 to comply with the VSRP will result in the following enforcement action: (1) for a first offense, a letter of warning to the Vessel's fleet operator; (2) for second offense, assessing a \$1,060 fee against the previously warned fleet manager; (3) for a third offense, a similarly assessed fee in the amount of \$2,500; (4) for a fourth offense, a similarly assessed fee in the amount of \$3,500; and (5) for a fifth offense, suspension of the fleet managers' Vessels from calling at Berths 97-109.

Program requirements, including the seaward latitude and longitude positions and weighted average speed calculations are described in the Port of Los Angeles Tariff No. 4 at <https://www.portoflosangeles.org/business/tariff>.

35. DOCKAGE

DOCKAGE is the charge assessed against a vessel for berthing at or making fast to an OPERATOR controlled wharf, pier, bulkhead structure, or bank (inside berth), or for mooring to another vessel so berthed (outside berth).

The rates for dockage shall apply according to the overall length of the vessel, except as otherwise specifically provided in this Schedule. United States Custom House, Lloyd's Register, or American Bureau of Shipping measurements, when available, will be used in determining the length of vessels, but OPERATOR reserves the right to measure vessels when necessary to obtain measurements for use as the basis for its charge.

Dockage charges shall be assessed against all vessels subject to the payment of dockage under this Schedule at the full dockage rates per the Port of Los Angeles Tariff or its successor, and shall be paid by the vessel so assessed, through its master, owner, agent or other person duly authorized so to do.

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

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

Refusal or failure to pay dockage in accordance, or otherwise upon presentation of bill therefore, shall subject the vessel to the penalties provided by law and this Schedule. Such penalty may include the requirement to pay double the dockage incurred and not paid before being permitted to berth at the Terminal again.

36. CUSTOMER'S SAFETY OBLIGATIONS

A. VESSEL SAFETY

Any vessel having business at the Terminal, including its owner, operator, master and crew, receiving access to and/or use of the Terminal and/or Services subject to the provisions of this Schedule, including without limitation the security provisions set forth herein. In addition, all such vessels must abide by the following rules:

- i. Charts/Maps and Safety of Berth. OPERATOR shall not be responsible for providing charts or maps nor does OPERATOR warrant the safety of any berth. CUSTOMER shall be solely responsible for all such matters, and all vessels shall proceed to berth solely at their own option, risk and expense.
- ii. Pilots and Assist Vessels. Vessels may be required to utilize pilots and/or assist tugs, in accordance with vessel type and as required by applicable laws or local custom. CUSTOMER is solely responsible for inquiring as to all such matters

prior to arrival of the vessel and any failure to do so may result in a denial and/or penalty charges, at OPERATOR'S option.

- iii. Prior Arrangements. All berthing arrangements must be made in advance and shall be subject to availability. OPERATOR does not guarantee berthing availability generally or the availability of any particular berth. Vessels arriving without prior arrangements may incur extra charges.
- iv. Cancellation of Berth. Any CUSTOMER request for cancellation of berth must be given to OPERATOR in writing at least twenty four hours in advance of when the vessel was expected to arrive; any failure to do so may result in extra charges.
- v. Coast Guard Compliance. All vessels must be in compliance with United States Coast Guard rules and regulations. If at any time the vessel is determined by the Coast Guard to be nonstandard and/or not in compliance and/or if terminal services are interrupted, delayed or cancelled by the Coast Guard or Captain of the Port, CUSTOMER shall be liable for, and agrees to indemnify and hold harmless OPERATOR from and against (including legal fees and costs) any resulting delay, loss, damage, expense, claim, liability, suit, fine and/or penalty.
- vi. Crewmembers. Vessel crewmembers must be ready to show valid identification including appropriate evidence of citizenship as required by OPERATOR, OPERATOR'S facility security plan, the Department of Homeland Security, the United States Coast Guard and/or the United States Customs Services. Any shore leave or crew change-out at the Terminal shall be subject to OPERATOR'S advance approval and the terms of this Schedule.
- vii. Ready to Load/Discharge. Unless otherwise agreed in writing by OPERATOR, all vessels shall, upon arrival be fully prepared for loading and/or discharging, as applicable without delay.
- viii. Condition of the Vessel and Her Equipment. CUSTOMER warrants that the vessel will be in a seaworthy condition and safe for the performance of Services, including the loading and unloading of cargo. OPERATOR shall not be required to, and may refuse to, begin or continue Services if it believes, at its own sole discretion, that safety violations or deficiencies exist relating to the vessel, her equipment or gear, and the violations or deficiencies will create a harmful condition.
- ix. Oils, Noxious Substances, and Garbage. The discharge of ballast, bilge or oil contaminated water, or any noxious liquid, sewage, garbage or debris, into the slips, channels, rivers, or other waters, or on land, at or around the Terminal is strictly prohibited. Violators shall be subject to charges, penalties and fines, and in the event of a violation, CUSTOMER shall be solely responsible for the cost of and coordination with the Coast Guard and any other federal, state or local agencies for all removal, clean-up and restoration in a manner consistent with applicable laws. CUSTOMER shall defend, indemnify, and hold OPERATOR harmless from and against any losses arising from or relating to any such discharge or violation (including but not limited to attorneys' fees

and costs, damage or loss to property owned or leased by OPERATOR, and/or any fines or penalties assessed or relating thereto).

- x. Emissions. CUSTOMER shall comply with all local, state or federal rules, policies, procedures, Tariffs (including Port of Los Angeles Tariff No. 4) regulations, ordinances, and/or laws regulating noises, odors, air emissions or the like. CUSTOMER shall also comply with any requirements imposed by OPERATOR relating to noises, odors, air emissions or the like, which requirements may change from time-to-time. CUSTOMER shall defend, indemnify, and hold OPERATOR harmless from and against any losses arising from or relating to any such emission (including but not limited to attorneys' fees and costs, damage or Loss to property owned or leased by OPERATOR, and/or any fines or penalties assessed or relating thereto).
- xi. Orders to Vacate Berth and Removal of Vessel. OPERATOR may order any vessel to vacate its berth if it fails to cooperate with an order to complete loading/discharging and/or if OPERATOR, in its sole discretion, believes such vessel presents a risk to persons or property at the Terminal. In such event, OPERATOR shall provide written notice to CUSTOMER, including by e-mail or facsimile, setting forth the date and time the vessel is to vacate, unless an emergency circumstance requires the vessel to vacate immediately. If the vessel fails to vacate when and as ordered by OPERATOR, CUSTOMER shall be responsible for and agrees to indemnify and hold harmless OPERATOR from and against (including legal fees and costs) any loss resulting from such delay and/or failure to vacate. Upon completion of terminal services for the vessel or an order to vacate as described above, CUSTOMER shall immediately remove the vessel from the terminal facility at its risk and expense.
- xii. Right of Inspection. OPERATOR shall have the right to inspect the vessel work areas, gear and equipment to determine that all laws and regulations applicable to such areas and equipment have been satisfied. OPERATOR shall also have the right to inspect valid registers and certificates applicable to all equipment and gear prior to the commencement of Services (including cargo operations).
- xiii. Compliance with all laws. CUSTOMER and all of its vessel will at all times comply with all regulations, state and local rules, tariffs, policies, procedures, and laws. CUSTOMER shall be liable for all losses incurred by or imposed on OPERATOR as a result of CUSTOMER'S failure to comply with any such federal, state, and local rules, regulations, ordinances, tariffs, policies, procedures, and laws.

B. CUSTOMER WARRANTIES

CUSTOMER represents, warrants and certifies:

- i. all containers shall at all times be properly documented with weights;
- ii. all containers under its control, and to be handled under the terms of this Schedule, shall at all times be in conformance with the Convention for Safe Container ("CSC");

- iii. all chassis shall at all times be maintained in good working order to accommodate all Containers and meet all licensing and safety standards as promulgated by state, local or federal governments or agencies thereof; and,
- iv. all vessels are fitted with semi-automatic twistlocks in good working order.

CUSTOMER agrees to inspect the stowage of containers to ensure adequacy of stowage prior to the vessel's departure and shall be solely responsible for any losses arising from or relating to the stowage of containers aboard the vessel.