GLOUCESTER TERMINALS LLC

MTO SCHEDULE 2026-2027

(Terminal Tariff) for

THE GLOUCESTER MARINE TERMINAL

Gloucester City, New Jersey

Issued by:
Gloucester Terminals LLC
King & Essex Streets
Gloucester City, NJ 08030
Telephone: (856) 742-3000

MTO: Gloucester Terminals LLC
Terminal: The Gloucester Marine Terminal at King and Essex Streets, Gloucester City, NJ 08030
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This MTO SCHEDULE 2026-2027(Terminal Tariff) for The Gloucester Marine Terminal cancels and replaces GLT Tariff 2026 MTO at Gloucester Marine Terminal, eff. November 1, 2026, and all other previously published tariffs, and schedules, whether paper or electronic containing rules, regulations and charges of the MTO.

APPLICATION:

The rules, regulations, terms, conditions, rates and charges in this MTO Schedule 2026-2027 (Terminal Tariff) apply to The Gloucester Marine Terminal at King & Essex Streets, Gloucester City, NJ 08030 operated by Gloucester Terminals LLC. The rules, regulations, terms, conditions, rates and charges published in this MTO Schedule 2026-2027 (Terminal Tariff) shall apply on and after the effective date of this MTO Schedule. This MTO Schedule is subject to change at any time, with or without notice, except as required by law.

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SECTION 100
GENERAL RULES

ITEM 101: LIMITATIONS OF LIABILITY

No provision of this Tariff shall limit or relieve MTO from liability for its own negligence; nor shall any provision obligate any person or vessel to indemnify or hold harmless the MTO from liability for its own negligence.

Except where provided under Item 101, the MTO for the services performed under this tariff assumes no liability for loss or damage to freight or cargo handled or transshipped through the TERMINAL including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, or other causes.

The MTO shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording facilities or any other activities or goods which a Terminal operator provides in servicing the customer's needs provided for herein.

IN NO CASE SHALL THE MTO BE LIABLE FOR A SUM IN EXCESS OF $500 PER PACKAGE OR NON-PACKAGED OBJECTS TRAVELING AS FREIGHT UNITS UNLESS THE CARRIER, SHIPPER, CONSIGNEE (OR), OR THEIR REPRESENTATIVES, PRIOR TO COMMENCEMENT OF SUCH SERVICES OR USE OF SUCH FACILITIES, DECLARES A HIGHER VALUE AND PAYS TO THE MTO, IN ADDITION TO THE OTHER CHARGES FOR SUCH SERVICES AS HEREIN SET FORTH, A PREMIUM AS NEGOTIATED AND AGREED TO BETWEEN THE PARTIES. In no event shall the premium be less than one percent (1%) of the declared value and in such event the MTO shall only be liable for the full declared value of each such package or non-packaged object for damage resulting solely from MTO's failure to exercise due and proper care in performing the services or affording the facilities provided for herein.

The term "package" shall include any van, container, other form of cargo unitization, or other freight unit.

All claims against the MTO must be filed with the MTO within 90 days from receipt or delivery of the cargo by the MTO or actual knowledge or notice of loss or damage to the cargo, whichever is earlier, and any suit against the MTO shall be barred if it is not instituted within one year from the date of receipt or delivery of the said cargo by or from the MTO, or actual knowledge or notice of loss of the cargo, whichever is earlier.

The remedies provided herein are exclusive and in lieu of all other remedies. Warranties or representations express or implied are not valid unless written and attached to the agreement. Any increased declarations of value must be in writing and the premium paid.

MTO assumes no liability and shall not be liable for any vessel charges including demurrage. Terminal assumes no responsibility and shall not be liable for consequential damages.

Acceptance for use of any facility owned or operated by MTO is an acknowledgement that the Terminal is fit and proper for the receipt and/or storage of the cargo and is a recognition that the cargo landed or contained in such facilities is at the risk and expense of the cargo owner. Any funds owed Terminal for services cannot be withheld to offset or satisfy claims against the Terminal for loss or damages.

All shipping lines and carriers docking at the Terminal agree that the terms of the bills of lading or other contract of carriage applicable to the transportation of the cargo will afford the MTO and Terminal of all defenses available to the carrier, including but not limited to the defense of the one year for time for suit provision afforded under the United States Carriage of Goods by Sea Act and the $500 per package limitation for loss or damage. In the event that the Bill of Lading does not include such protective provisions then it is agreed that the rights of the cargo owner, and the vessel owner or charterer, consignee and or their agents against the MTO are waived and such parties accept that such a provision will be applicable as if the limitation was present in the Bill of Lading or other contract of carriage.

MTO shall be entitled to the lesser of the limitation of damages provided in this Tariff, or as provided in the carrier's Bill of Lading or other contract of carriage.

Disputes with the MTO shall be governed by the laws of the state where the Terminal is located, without regard to conflict of laws provisions, unless preempted by federal maritime law. Any claim or dispute with the MTO shall be resolved only by a court of competent jurisdiction located in the county where the Terminal is located, to the exclusion of all other courts and jurisdiction.

The MTO shall have the sole right to interpret and determine the applicability of any of the rules, regulations, terms, conditions, rates and charges in this Tariff and to assess charges in accordance therewith.

MTO reserves the right to amend, revise or replace this Tariff at any time by publishing at https://www.holtlogistics.com/facilities/gloucester-marine-terminal/#resources or filing with the FMC, at MTO's discretion.

Any person, vessel or other party utilizing the Terminal or its services who violates any of the provisions of this Tariff, the rules of the MTO, the rules of the Terminal or who fails to pay any charge when due may be denied all privileges and access to the Terminal, which denial shall be at the sole discretion of MTO.

MTO will exercise ordinary care to provide a safe berth and safe approach to the berth, but does not warrant or guarantee a safe berth or a safe approach to its berth. The vessel shall be considered in the berth's approach only when it is making its final direct approach to the berth from the edge of the navigable channel maintained by the U.S. Army Corps. Of Engineers ("navigable channel") most closely adjacent to the face of the berth, or at the location where duly licensed docking pilots normally exit the navigable channel to dock at the berth with vessels of similar size and configuration. Notwithstanding, the approach to the berth begins no further than one ship's length from the face of the terminal wharf. A vessel shall not be considered to be in the approach to the berth unless it is under the control of a licensed docking pilot and in the process of docking or undocking. Upon exiting from the berth, the vessel shall no longer be considered to be in approach once it reaches a distance of one ship's length from the face of the Terminal wharf or the navigable channel, whichever is closer.

Acceptance for use of an open pier by a stevedore, vessel charterer or owner, or receiver of goods, is a recognition of an implied fact that cargo landed on such dock is at the sole risk and expense of the cargo owner.

Since no attempt is made by the MTO to supply any protection from the elements, the MTO accepts no liability or responsibility for any loss or damage that may occur to the cargo remaining on the dock at any time when caused by the elements. Except when caused by its own negligence, the MTO accepts no liability or responsibility for any losses, damages, injuries or delays caused by equipment, cranes and/or operators of same leased by the MTO.

Except where provided under Item 101, the MTO, for the services performed under this tariff assumes no liability for loss or damage to freight or cargo handled or transshipped through the Terminal including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, or other causes.

ITEM 102: TERMINAL NOT PUBLIC THOROUGHFARE

The Terminal property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk and may be subject to search upon entering and leaving the TERMINAL. The MTO reserves the right to refuse admittance to the TERMINAL and to require the removal from the premises of any person equipment or vehicle for any reason whatsoever, except as prohibited by law. All users of the TERMINAL and visitors to the TERMINAL agree to be bound by the terms of the Facility Security Plan that the TERMINAL has on file with the United States Coast Guard.

ITEM 103: SHIPPER'S REQUESTS AND COMPLAINTS

Shipper's requests and complaints shall be promptly and fairly considered by Gloucester Terminals LLC provided that they are submitted in writing to the Manager of Gloucester Terminals LLC c/o 101 S. King Street, Gloucester City, New Jersey 08030.

ITEM 104: TWIC

Only authorized personnel and individuals possessing a Transportation Worker Identification Credential (TWIC) card engaged in Port and vessel related activities shall be permitted unescorted within the Terminal. Anyone not possessing a TWIC card shall be subject to additional fees and charges and shall be escorted within the Terminal in accordance with Department of Homeland Security and Coast Guard requirements. Drivers who possess a TWIC credential are required to pay a gate security fee of $30.00. Drivers who do not have a TWIC credential are required to pay a gate security and escort fee of $150.00 per Terminal entry.

ITEM 105: CARGO WITHOUT DOCK RECEIPT

Cargo which arrives at the TERMINAL without a dock receipt shall not be accepted, it shall be the responsibility of the Carrier, or other agent for the cargo to present a dock receipt to the MTO before any service is performed.

ITEM 106: HAZARDOUS CARGOES

In order to comply with the U.S. Department of Transportation regulations governing hazardous materials, hazardous material shipments must be fully and accurately described and be in full compliance with applicable national governmental [Title 49, Code of Federal Regulations] and/or international [IMDG Code] regulations before acceptance by the MTO.

ITEM 107: SERVICES NOT OTHERWISE PROVIDED FOR

Nothing contained herein shall be construed as requiring a MTO to perform without charge any services not specifically provided for herein. The charge for any such service shall be mutually agreed upon.

ITEM 108: CONSENT TO THE TERMS OF THE TARIFF

Use of the piers, wharves, bulkheads, docks and other facilities under the jurisdiction of the MTO shall constitute consent to the terms and conditions of this Tariff and is an agreement on the part of all vessels, their owners, charterers and agents, Foreign Freight Forwarders and Customhouse Brokers, Agents, and all other users of Terminal, its facilities and/or services, to pay all applicable charges and abide by the rules and regulations of the MTO and abide by the rules, regulations, terms, conditions, rates and charges of this Tariff.

ITEM 109: LIENS AND COSTS OF COLLECTION

Any and all services performed on the Terminal or by MTO, including interest on unpaid service, shall give rise to a lien in favor of MTO against the vessel, container, chassis, cargo, or any other tangible or intangible property whatsoever (the "Collateral"). MTO shall have lien on the Collateral even where the Collateral is not within MTO's custody or control. MTO has a lien not only on the Collateral for which services were provided, but also for services provided to or for the vessel, container, chassis, the cargo, or any other tangible property whatsoever, including to satisfy unpaid obligations both with respect to Collateral currently in its possession and with respect to past due amounts.

ITEM 110: RESPONSIBILITY FOR DAMAGES TO TERMINAL AND EQUIPMENT

Users of the Terminal shall be responsible for all damage resulting from the use of the MTO's property and facilities. MTO reserves the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the terminal property and facilities, including damages to docks, piers, bulkheads, wharves, cargo, containers (and their contents if loaded), equipment, rail, shop facilities, water, heat, lights, etc. and hold any relevant user or any other party or parties that may be in any way considered responsible for the damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. MTO may detain any vehicle, common carrier, vessel, water craft, etc. that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees.

ITEM 111: PAYMENT OF CHARGES AND EXTENSION OF CREDIT

All charges for services rendered under this Terminal Schedule will be invoiced to the applicable user as determined by MTO. Invoices covering charges as issued by MTO are due and payable upon presentation. Any invoice remaining unpaid for 15 days after the invoice date will be delinquent and interest shall accrue on such outstanding amounts at the highest interest rate permitted under the applicable law of the state in which the Terminal is located. All users of the Terminal will be responsible to pay all costs and fees of collection (including but not limited to

reasonable attorney fees and expenses) which will be added to remaining due past such 15 days period.

Unless otherwise specifically agreed, cargo will not be received, handled or delivered unless charges are prepaid or credit has been established.

The applicable users of the Terminal shall be required to permit access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.

ITEM 112: BILLING DISPUTES

Any disputes to all or a part of any invoices or charges must be submitted in writing in writing to MTO within ten (10) days after the presentation of the invoice. Invoices not disputed in writing within the 10 day period will be deemed accepted without dispute by the invoiced party. All disputed and undisputed invoices, or portions of invoices, must be paid upon presentment. Where a dispute is determined to be valid, the disputed portion shall be credited or refunded to invoiced party within 30 days. Disputed amounts may not be withheld by invoiced party.

SECTION 200
DOCKAGE

ITEM 201: DEFINITION

The term "dockage" shall be held to mean the privilege of berthing or making fast to the wharf and shall be charged against the vessel, its owners, or operators in accordance with the rates and charges hereinafter specified. This shall include any vessel tied up offshore alongside a vessel moored at the berth except those vessels conducting fueling operations.

ITEM 202: ASSIGNMENT OF BERTH

Vessel berthing will be assigned at the sole discretion of the MTO. Vessels which are not being worked shall be required to vacate their berths upon notice form the MTO. All Vessels are to move or vacate the Terminal at the direction of the MTO. When necessary, MTO may order a vessel to move at the vessel's expense. Any vessels not moved promptly upon notice by MTO shall be shifted by MTO and all costs and expenses associated therewith, including but not limited to idle cost for labor or equipment, damage to vessel or other vessels, or to the dock, during such removal shall be charged to such vessel. At all times, all vessels at the Terminal shall have sufficient crew to promptly move said vessel upon direction of MTO.

ITEM 203: DOCKAGE ASSESSMENT

Dockage will be assessed against the vessel, its owners or operators on the basis of the highest net registered tonnage of the vessel for the period the vessel remains at the berth. The period of time for which dockage shall be assessed against a vessel shall commence when such vessel is made fast to the wharf, bulkhead or to another vessel so berthed, and shall continue until such vessel has completely vacated such berth.

ITEM 204: DOCKAGE RATES

A. SELF-PROPELLED VESSELS:

(1) Working Status: Working Status shall apply to all vessels during the period that any cargo operations are being performed including loading, discharging, shoring lashing, fitting, cleaning or where labor has been hired for such work. $0.56 per net registered ton per 24 hour period or fraction thereof, with a minimum charge of $1,103.30 shall be assessed against all vessels berthed at a pier, while on working status.

(2) Idle Status: Idle Status shall apply to all vessels which berth at a pier for the purpose of any cargo operations, as set forth in (1) above. Idle status shall cover the period of time prior to the commencement of cargo operations, as set forth in (1) above and the period of time subsequent thereto. $0.44 per net registered ton per 24 hour period, or fraction thereof, with a minimum charge of $1.017.80 shall be assessed against all vessels on idle status with the exception that any vessel which arrives at a pier or remains at a pier in excess of 8 hours prior to the commencement of cargo operations or subsequent to the completion of cargo operations shall be assessed the lay-up berth rate referred to in (3) below for all time prior to or subsequent to the said 8 hour period.

(3) Lay-Up Status: Lay-Up Status shall apply to all vessels, which berth at a pier for any purpose not covered by (1) or (2) above. $2,080.00 per 24 hour period, or fraction thereof, shall be assessed against all vessels under 600' L.O.A. on lay-up status. For all vessels exceeding 600' L.O.A., the rate shall be $2,444.00 per 24 hour period, or fraction thereof. All vessels on lay-up status must comply with all appropriate rules and regulations of federal, state and local agencies having jurisdiction over such vessels.

(4) Net Registered Tons: For the purpose of the rates set forth in (1), (2), and (3) above, Lloyd's Register of Shipping measurements shall be used in determining net registered tons. Dockage shall be assessed against the vessel, its owners or operators on the basis of the highest net registered tonnage of the vessel.

(5) Availability of Berths: All vessels, which are not being worked, shall be required to vacate their berths upon notice from the MTO. Any vessel that is not moved promptly upon notice to so move, may be shifted by the MTO and any expense involved, damage to vessels or to the pier during such removal shall be charged to the vessel.

B. NON-SELF PROPELLED VESSELS:

A charge of $4.30 per foot of length with a minimum charge of $1,040.45 per 24 hour period or fraction thereof, shall be assessed against seagoing and/or interport barges berthing or making fast to the wharf, pier or dock for the purpose of loading and/or discharging cargo directly to or from the pier.

SECTION 300
WHARFAGE

ITEM 301: DEFINITION

Wharfage is a charge against a self-propelled vessel or a non-propelled vessel for the privilege of receiving cargo for a vessel or for loading or discharging cargo to or from the vessel or embarking or disembarking passengers while docked at a wharf or a pier.

***Note**: The Wharfage charges listed below will be assessed against the vessel when cargo which is intended for discharge at the Terminal covered by this tariff is discharged at another port and transported by truck or rail to a terminal covered by this tariff, or when cargo is received at a terminal covered by this tariff for loading on a vessel and due to the cancellation of the vessel's call the cargo is transported by truck or rail to another port or terminal.*

ITEM 302: RATES

Cargo Measuring up to and including 80 cubic feet per metric ton.	$4.30 per Mton
Cargo measuring in excess of 80 cubic feet per metric ton.	$3.92 per Mton of 40 cubic feet
Palletized fruit	$4.30 per pallet

Exceptions to the above:

Passenger type automobiles	$72.80 per automobile
Trucks, tractors and other wheeled vehicles	$134.00 per vehicle
Containers (loaded or empty) weight of containers and contents	$7.00 per Mton

***Note**: The MTO reserves the right to measure all cargo and rates shall be charged accordingly. There is a minimum wharfage charge of $75.00 per consignee*

SECTION 400
FREE TIME

ITEM 401: DEFINITION

The term "free time" refers to the period allowed for the removal of cargo from a pier before wharf demurrage charges apply. As used in this Section 400, free time refers only to the removal of import cargo, discharged from a vessel to a pier.

ITEM 402: FREE TIME PERIOD

Containerized Refrigerated Cargo shall receive zero days free time and all other cargo shall receive zero days free time. Notwithstanding the foregoing, free time will be reduced or eliminated for property of such a special nature as to require earlier removal because of local ordinances or other governmental regulations, or where piers are not equipped to care for such property for such period. Under no circumstances shall free time be allowed on any of the following: animals, birds, bullion, treasure, dangerous cargo, hazardous cargo.

Holidays shall include:

(1)	New Year's Day**	January 1, which is celebrated on the Friday before or the Monday after if January 1 falls on a weekend)
(2)	Martin Luther King, Jr.'s Birthday	The third Monday of January
(3)	Washington's Birthday	The third Monday in February
(4)	Easter Monday	The Monday after Easter Sunday
(5)	Memorial Day**	The last Monday in May
(6)	Juneteenth	June 19, which is celebrated on the Friday before or the Monday after if June 19 falls on a weekend
(7)	Independence Day**	July 4, which is celebrated on the Friday before or the Monday after if July 4 falls on a weekend
(8)	Labor Day**	The first Monday of September
(9)	Election Day	The Tuesday following the first Monday in November, falling on or between November 2 and November 8
(10)	Thanksgiving Day**	The fourth Thursday of November
(11)	Day After Thanksgiving	
(12)	Christmas Eve**	Regularly scheduled work day before Christmas Day
(13)	Christmas Day**	December 25, which is celebrated on the Friday before or the Monday after if December 25 falls on a weekend

** Please note that no work will be performed on Holidays.

***Note**: Cargo on which Free Time is not allowed. No Free Time shall be allowed on the following:*

A. *Animals and Birds*
B. Bullion and Treasure
C. Dangerous and Hazardous Cargo

ITEM 403: COMMENCEMENT OF FREE TIME
Free time will commence at 12:01 A.M. of the first day following the earlier of the (i) scan of the cargo ID.

ITEM 404: EXPIRATION OF FREE TIME
Free time will expire at calendar day 11:59 of the final day after the commencement thereof as set forth in Item 403 above.

ITEM 405: INABILITY OF MTO TO MAKE CARGO AVAILABLE DURING FREE TIME
In the event the consignee or owner of the cargo should make application for delivery of the cargo or portion thereof during the free time period and the MTO should be unable to make it available to the consignee or owner of such cargo or portion thereof, the free time shall be extended for a period equal to the duration of the MTO'S inability to make the cargo available. The MTO assumes no responsibility for furnishing chassis or bogies for delivery of containers.

ITEM 406: MTO'S RIGHT TO STORE CARGO
Cargo not removed from piers within the free time period may at any time thereafter, at the option of the MTO, be placed in storage at the risk and expense of the goods subject to any charges which may have accrued prior to removal and further subject to any expenses which may accrue as a result of said removal. All wharf demurrage charges which have accrued prior to the removal of the goods from storage shall be assessed and collected.

SECTION 500
FREE TIME ON EXPORT CARGO

ITEM 501: DEFINITION
Free time is the period allowed for the removal of cargo from the Terminal facility before wharf demurrage charges apply. As used in this Section 500, free time refers only to the removal of cargo for export to foreign or domestic ports, which is loaded from the Terminal facility to a vessel.

ITEM 502: FREE TIME PERIOD
Free time on export cargo shall be 0 days except that upon the request of the U.S. Government to the Participating MTO, free time not to exceed 15 days (exclusive of Saturdays, Sundays, and legal holidays) may be granted. This exception shall apply only to commodities shipped for the account of the U.S. Government.

ITEM 503: COMMENCEMENT OF FREE TIME
Free Time on export cargo shall commence at 12:01 A.M. on the day after the said cargo is received at the TERMINAL facility and terminate at 11:59 P.M. on the final day of free time. Consolidation time on export cargo shall commence at 12:01 A.M. on the day following the last day of free time and terminate at 11:59 P.M. on the final day of consolidation time.

ITEM 504: EXPIRATION OF FREE TIME
At the expiration of the Free Time period, wharf demurrage charges as set forth in item 702 of this tariff shall be assessed.

ITEM 505: FREE TIME AVAILABILITY AND ASSEMBLY

Free time accorded under the provisions of this item will be subject to the availability of suitable open ground storage space and the permission of the MTO for use of such space in advance of the arrival of the cargo. If the vessel has not arrived at the wharf or pier before the expiration of such free time, storage charges, agreed upon between the shipper and the MTO at the time permission to store is granted, shall be levied, beginning on the first 12:01 A.M. after expiration of free time for assembling cargo, but shall cease when the vessel reports ready to receive cargo.

SECTION 600
WHARF DEMURRAGE ON IMPORT CARGO

ITEM 601: DEFINITION

The term "wharf demurrage" is a charge against the cargo if the cargo remains on the pier after the expiration of free time. As used in this Section 600, wharf demurrage applies to Import Cargo. Saturdays, Sundays and holidays shall be included in computing wharf demurrage. (See, Item 402 for list of holidays.)The transfer of ownership of import cargo after said cargo has been landed at the terminal facility shall not entitle such cargo to additional free time.

ITEM 602: RATES

Wharf Demurrage Rates for Import Cargo will be quoted upon request.

ITEM 603: ASSESSMENT OF WHARF DEMURRAGE CHARGES DURING TERMINAL TIE-UPS

In the event that a consignee or owner of cargo should be prevented from removing their cargo, or any portion thereof, from the pier by reason of the pier facility or facilities being immobilized, in all or part, by weather conditions, strikes or work stoppages of longshoremen, or personnel employed by the MTO, cargo affected thereby may be granted additional free time, at the discretion of the MTO. Wharf demurrage charges for the total number of days the cargo remains on the pier prior to the commencement of the tie-up and after the expiration of the tie-up shall be assessed according to the scale of rates provided with the same force and effect as if said days had been consecutive and as if there had been no tie-up.

ITEM 604: RESPONSIBILITY FOR PAYMENT OF WHARF DEMURRAGE AND OTHER CHARGES

A. Except as otherwise provided above, wharf demurrage and other charges specified herein, shall be for the account of the cargo.
B. Wharf demurrage and other charges shall be due and payable as they accrue.
C. The MTO has the right to require payment in full of any and all such charges before such cargo leaves the Terminal facility.
D. Cargo will not be released until full payment is received or the responsible party guarantees payment of all wharf demurrage charges.

SECTION 700
WHARF DEMURRAGE ON EXPORT CARGO

ITEM 701: DEFINITION

The term "wharf demurrage" is a charge against the cargo if the cargo remains on the pier after the expiration of free time. As used in Section 700, wharf demurrage applies to, export cargo which remains on the pier after the expiration of free time or consolidation time. Saturdays, Sundays and holidays shall be included in computing demurrage. (See Item 402 for list of Holidays.)

ITEM 702: RATES

Wharf Demurrage Rates for Export Cargo will be quoted upon request

Note 1: *No Demurrage shall be assessed after the vessel has commenced to load.*

Note 2: *The MTO reserves the right to measure all cargo and charge wharf demurrage accordingly.*

Note 3: *All Wharf Demurrage charges which have accrued after the expiration of free time shall be assessed and collected.*

ITEM 703: ASSESSMENT OF WHARF DEMURRAGE CHARGES

Except as otherwise provided below, wharf demurrage charges shall be for the account of the cargo:

A. When the vessel for any reason fails to meet the announced date of sailing, any demurrage accruing after such date shall be assessed in successive periods for the account of the vessel until the vessel commences to load.

B. In the case of the vessel cancellation, cargo on free time, or, if a vessel has been designated, cargo on consolidation time, on the announced date of sailing shall be subject demurrage assessed against the vessel commencing on the day when the cargo was received at the Terminal facility and terminating on the said announced date of sailing unless the export shipper on or before the date has another vessel designated for loading, removes the cargo from the Terminal, or elects storage if same is provided.

ITEM 704: ASSESSMENT OF WHARF DEMURRAGE CHARGES DURING TERMINAL TIE-UPS

When the loading of cargo into a vessel is prevented by reason of the pier facility or facilities being immobilized, in all or part, by weather conditions, strikes, or work stoppages of longshoremen or personnel employed by the MTO, cargo affected thereby may be granted additional free time.

ITEM 705: IDENTIFICATION OF VESSEL

At the time export cargo is received by the pier facility a dock receipt shall be issued evidencing receipt of the cargo, which shall show the date of receipt and, except for cargo designated on dock receipts or other appropriate shipping documents as "hold-on dock for consolidation," shall identify the vessel on which the goods are to move. The identification of the vessel is made for the purpose of determining the application of the foregoing paragraphs.

ITEM 706: TRANSFER OF OWNERSHIP OF CARGO FOR EXPORT

The transfer of ownership of cargo for export after said cargo has been received at the Terminal facility shall not entitle such cargo to additional free time.

ITEM 707: REMOVAL OF EXPORT CARGO FROM TERMINAL FACILITY PRIOR TO LOADING ON VESSEL

A. Subject to the provisions of ITEM 703, if export cargo is not loaded into a vessel and is, at any time, removed from the Terminal facility, the said cargo shall be subject to demurrage rules and charges set forth above. Said charges shall be assessed from the day the cargo was received at the Terminal facility to the date of its removal therefrom.
B. In addition, said cargo shall be responsible for the receipt and delivery labor costs incurred by the MTO as a consequence thereof.
C. Exceptions to the foregoing provisions shall be reported, to the Federal Maritime Commission.

ITEM 708: RESPONSIBILITY FOR PAYMENT OF WHARF DEMURRAGE AND OTHER CHARGES

A. Except as otherwise provided above, wharf demurrage and other charges specified herein, shall be for the account of the cargo.
B. Wharf demurrage and other charges shall be due and payable as they accrue.
C. The MTO has the right to require payment in full (cash equivalent) of any and all such charges before such cargo leaves the Terminal facility.
D. Cargo will not be released until full payment is received in cash equivalent, or if MTO agrees to accept responsible party's guaranty of payment of all demurrage charges, which shall be at MTO's sole discretion.

SECTION 800
RAILROAD CAR LOADING AND UNLOADING

ITEM 801: DEFINITION

A. The term "railroad car loading" consists of removing cargo from the Terminal facility and placing it in the railroad car. The charge for railroad car loading shall be assessed against the rail carrier or the party ordering the service performed, as MTO shall discretion.
B. The term "railroad car unloading" consists of removing cargo from a railroad car and placing it on the Terminal facility. The charge for railroad car unloading shall be assessed against the rail carrier or the party ordering the service performed, as MTO shall determine.

ITEM 802: RATES

The rates for the loading / unloading of any commodity to/from railcars will be quoted upon request.

ITEM 803: ACCESSORIAL SERVICES

A. Conditioning box cars for outbound loading of general cargo freight:
   (1) Cleaning cars to put them in proper condition for outbound loading.
   (2) Supplying all labor and material for (a) paper lining car doors, or (b) papering floor of car, or (c) battening car doors.

(3) Supplying side door protection for general cargo, including labor and materials.

Rates for the above items will be quoted upon request

B. Cleaning open top cars and all coopering, bracing, blocking and chocking, except as specifically enumerated above.

Rates for the above items will be quoted upon request.

ITEM 804: OVERTIME AND HOLIDAY WORK

Rates quoted for loading and unloading, handling and other labor are based on current labor costs for straight time, i.e., 8:00 A.M. to 5:00 P.M. Monday to Friday inclusive. When such services are required during overtime periods and on Saturdays, Sundays, and holidays (see ITEM 402 for holidays), prior arrangements must be made and the difference in labor costs between straight time and overtime will be charged to those responsible for authorizing such overtime. Any overtime to vacate berth upon notice from the MTO will be charged to the vessel. A minimum of 4 hours shall be charged for all holiday work.

***Note**: The holidays referred to above are as per Item 402 herein.*

ITEM 805: RAILROAD CAR DEMURRAGE

Gloucester Terminals LLC is not responsible for any demurrage charges as assessed to rail cars. To the extent MTO is charged demurrage or any other charges by the railroad, all such charges plus interest and attorney's fees as charged by railroad, shall be paid to MTO by the user of the Terminal, shipper, consignor, receiver, consignee, party arranging for the movement of the freight or to the account of the cargo, at MTO's sole option, and full payment (cash equivalent) may be required by MTO prior to the cargo leaving the Terminal.

ITEM 806: PAYMENTS WHEN CREDIT IS GRANTED

All charges for any services rendered by the MTO for which credit is granted shall be due and payable within 7 (seven) days from the date of invoice.

ITEM 807: RAILROAD CAR LOADING/UNLOADING REQUIREMENTS AND OTHER CHARGES

The MTO must be notified a minimum of 2 business days prior to the pending arrival of rail car shipment on the Terminal. Rail cars may not be accepted by the Terminal if such notice is not provided or if advance arrangements have not been made.

A dock receipt and/or packing list, noting the billable party for Terminal charges, and rail car number(s) must be emailed to the Shipping/receiving office at railmovement@holtlogistics.com at least no less than 2 days prior to the rail car's arrival.

Any special handling/lifting instructions and other pertinent information regarding the rail shipment must also be included with the dock receipt. Any and all HazMat documentation (as referenced in Item 106) must be included.

Any and all charges related to the railroads requirements for returning clean cars to their system are for the account of the cargo. These charges include, but are not limited to, cleaning, burning of lashing gear, repairing and movement of rail cars. Such charges will be invoiced on a time, equipment and material basis.

Each rail car is allowed free time for unloading as per the individual railroad tariff. Once free time expires, the demurrage charges begin to accrue on the rail car(s). All import cargo that is loaded onto rail cars must be lashed and secured to the requirements and specifications of the railroad. An inspector must physically inspect all cars before they are allowed to move from the Terminal. All lashing, welding, and securing charges are for the account of the cargo and will be invoiced on a time, equipment and material basis as outlined in this MTO Schedule.

All car orders must be received at least two (2) business days in advance. The MTO requires a contract number and routing (this information must be emailed to the Shipping/receiving office at railmovement@holtlogistics.com). Please note that special cars (double doors, heavy-duty flats, etc.) may take longer to secure. Services by the MTO are subject to availability of rail cars.

If requested or required, MTO may load rail cars on Saturday, Sunday or holidays (see ITEM 402), Overtime charges will apply and there shall be a 4 hour minimum for holidays.

Unlashing costs are NOT part of the rail rate and will be invoiced on a time and material basis.

SECTION 900
TRUCK LOADING AND UNLOADING

ITEM 901: ABBREVIATIONS

OFBT shall refer to an "open flat bed truck".
Mton shall refer to Metric Ton or one thousand kilograms (1,000 kg)

ITEM 902: APPLICATION OF RATES

Rates contained herein are applicable to the service of loading and unloading freight carried by or consigned for carriage by common carriers by water in foreign, domestic and/or interstate commerce and in commerce to and from territories and possessions of the United States onto or from trucks at the Terminal.

ITEM 903: DEFINITIONS AND REQUIREMENTS

A. Truck Loading: The term "truck loading" shall mean the service of moving cargo from a place of rest on the pier which is readily accessible to the truck, elevating the cargo onto the truck and stowing of the cargo in the truck, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee's pallets. The loading and stowing of cargo in the truck shall be under the supervision of the driver of the truck. At all times MTO's established and posted rules and procedures shall be followed.

B. Truck Unloading: The term "truck unloading" shall mean the service of removing cargo from the body of the truck to a place of rest designated by the MTO, and shall include sorting by port of discharge. The unloading of cargo from the truck shall be under the supervision of the driver of the truck. At all times MTO's established and posted rules and procedures shall be followed.

C. Partial Loading or Unloading (Tailgate): the term "partial loading or unloading," commonly called "tailgate loading or unloading," shall be defined as that loading or unloading which enables the pier operator, through the use of a forklift truck and operator only to place, or remove, cargo onto or from the tailgate of the truck. Tailgate loading

shall also be defined as such when, through the use of the pier operator's platform or by removal of stakes or standards of flat bed equipment, the forklift operator is able to place the cargo either at a point of rest on the truck or in a position for further handling by personnel of the motor carrier. All other loading and/or unloading that requires more equipment and/or personnel than one forklift truck and operator per package or pallet shall be considered full loading or unloading.

***Note** 1: The choice of partial or full loading and/or unloading shall be left to the discretion of the motor carrier, shipper or consignee provided the service requested comes within the provisions of this definition. (These provisions shall not be construed as compelling the MTO to provide pallets.)*

***Note** 2: For full truck loading and unloading services the MTO must be notified by 3:00 P.M. the day before a full work order is requested; otherwise, the necessary labor may not be available for these services.*

***Note** 3: A cancellation charge of $250.00 per truck shall be assessed for all trucks that make an appointment and do not show up for that appointment.*

***Note** 4: Truck drivers and carriers are responsible for ensuring that their load does not exceed legal limit(s). Once a truck is completed any re-handling of cargo for the purposes of lightening or adjusting the load will be charged a flat rate of $350.00 per truck.*

D. Loading and Unloading of Pre-palletized Cargo: The term "pre-palletized cargo" shall mean a consolidation of units of general cargo secured to a pallet to the satisfaction of the MTO. A pallet is a two-level platform, constructed of wood, metal or other material, of sufficient strength to accommodate the cargo for which it is used, with at least 4 inch bearers between the two levels, and open on at least two sides. The cargo must be loaded in such a manner as to cover the loading surface of the pallet, leveled at the top and squared on all four sides so that the unit forms a smooth block. The pallet must be an integral part of the cargo and must remain with the cargo when it is moved either as an export or an import shipment. Any palletization performed on the pier does not qualify for the pre-palletized rate. In order to qualify for the pre-palletized rate the minimum weight or measurement of the pallet, and cargo shall be either 1,500 pounds or 64 cubic feet, and the maximum weight shall be 10,000 pounds.

***Note**: Bales or bundles, skidded machinery, iron, steel and other unfinished metals and glassware are not included in this definition of pre-palletized cargo. Cargo in excess of 10,000 pounds shall be billed at the heavy lift charges.*

E. Usage: The term "usage" shall mean the use of the pier, dock, wharf or other Terminal property by the trucker, shipper, or consignee, their agents, servants and/or employees.

F. Direct Transfer: The term "direct transfer" means the movement of the cargo specifically enumerated herein to or from truck or barge to a ship or vice versa

ITEM 904: COLLECTION FOR SERVICES RENDERED

A. Unless the shipper or consignee shall have made definite arrangements with the MTO for the payment of loading or unloading charges; the trucker shall assume full responsibility for the payment of the charges for such services.
B. Unless the shipper and/or consignee and/or trucker shall have made definite arrangements for credit, all charges shall be paid via acceptable electronic payment methods (i.e., credit, debit, Apple Pay, Google Pay) by the driver who shall be given a receipt therefor. Cash payments are not accepted.
C. All charges for any services rendered by the MTO for which credit is granted shall be due and payable within seven days from the date of billing.

ITEM 905: MINIMUM CHARGE

The minimum charge for all services under this Section 900 shall be $400.00 per truck.

ITEM 906: OVERTIME CHARGES

Rates named for loading and unloading, handling and other labor are based on current labor costs for straight time, i.e., 7:00 A.M. to 4:00 P.M., Monday to Friday inclusive. When such services are required during overtime periods and on Saturdays, Sundays, and Holidays (see ITEM 402 for holidays), prior arrangements must be made and the difference in labor costs between straight time and overtime will be charged to those responsible for authorizing such overtime. This overtime differential will be charged for a minimum of four hours. In addition, any idle time will be charged for at regular straight time rates.

Any truck in line to receive or discharge cargo at 3:30 P.M. and which has been checked in with the receiving clerk or delivery clerk, and where the truck and the cargo are ready to be loaded or unloaded, which includes proper documentation, shall be worked until loading or discharging is completed. Any truck which arrives without an appointment, or whose paperwork is not in order, may be loaded/unloaded, at the discretion of MTO, and charged overtime rates. With respect to any cargo subject to government inspection, trucks may not remain on the pier after loading to await return of packages from inspection station.

ITEM 907: RATES

A. Rates for non-palletized cargo N.O.S. measuring up to and including 300 cubic feet per metric ton will be supplied upon request.

Direct Discharge/Usage Charge	$35.00 per pallet (or by request)
Crane Hire When Required/Subject to availability	$3,000.00 per hour (or by request)

B. The following truck loading rates shall apply to the cargo below:

(1) Loading and unloading of pre-palletized (See definition at 903(D) Skidded Cargo)	Regular Rate $50.00 per pallet
(2) Containers	Rates by Prior Direct Quote ONLY
(3) Lumber, plywood and hardboard on flatbed truck ONLY	$35.00 per Mton (or by request)

***Note**: Any other commodities not listed in B (1)-(3) above will be quoted upon request*

ITEM 908: HEAVY LIFT CHARGES – OFBT ONLY

Over 20,000 lbs. up to 100,000 lbs.	$95.00 per Mton (or by request)
Over 100,00 lbs.	$165.00 per Mton (or by request)

Crane Hire, if required, is subject to availability and rates shall be provided upon request.

The handling of heavy lifts in excess of 20,000 lbs. up to 40,000 lbs. for any single unit shall be subject to the completion of the necessary arrangements with MTO and shall be limited to the capacity of the MTO'S equipment at that location. If the MTO deems in its sole but reasonable discretion that it should hire extra equipment there shall be a special charge assessed against the party ordering the service. Except as otherwise noted herein the tariff rates set forth herein for other than heavy lifts are applicable to single units weighing 20,000 lbs. or less.

ITEM 909: SPECIAL STOWAGE OF TRUCKS

When the truck is loaded or unloaded in a manner which requires special stowage, handling, sorting, grading or otherwise selecting the cargo for the convenience of the trucker, shipper or consignee, the MTO shall make an extra labor charge, in addition to the applicable tariff rate of $125.00 per man per hour straight time and $155.00 per man per hour overtime, with a minimum charge of one hour for the first hour or fraction thereof worked. The balance of time worked to be computed and charged on the basis of each thirty minute period or fraction thereof.

ITEM 910: SERVICES NOT OTHERWISE PROVIDED FOR

Nothing contained herein shall be construed as requiring a MTO to perform without charge any service not specifically provided for herein. The charge for any such service shall be mutually agreed upon.

ITEM 911: CARGO WHICH WILL BE HANDLED FOR DIRECT TRANSFER

Subject to completion of the necessary arrangements with MTO, and based on information provided by and with the express permission of the Carrier prior to the arrival of the vessel, and provided the trucks carrying the cargo listed below are at the pier at the time that the particular cargo is loaded or discharged to or from the ship, the following cargo may, at the sole discretion of MTO, be handled as a direct transfer, as set forth herein:

A. Heavy lift of 100 metric tons or more
   Rate: $165.00 Mton (or by request)

B. Packages or pieces of machinery or other cargo exceeding 600 cubic feet per package or piece.
   Rate: $270.00 Mton (or by request)

Any detentions or standby of vessel operations while handling cargo which requires direct delivery will be for the account of the cargo.

ITEM 912: DELIVERY ORDERS

Delivery Orders must be sent to the Shipping & Receiving Dept. prior to the arrival of the truck driver and drivers must have a copy of the Delivery Order upon their arrival at the Terminal. Where there are multiple deliveries to be made against an original delivery order, subsequent drivers must possess either a duplicate of the original delivery order bearing an original signature which signature must match the original delivery order, or a copy of the original delivery order with a cover letter on the trucking firm or broker's stationery bearing an original signature of a company official.

ITEM 913: APPOINTMENTS /SECURITY FEE

Truckers are required to call 856-742-3097 or 856-742-3047 to schedule an appointment at least 24 hours in advance and must present a copy of the delivery order or dock receipt upon their arrival at the Terminal. All drivers who possess a TWIC credential are required to pay a gate security fee of $30.00 and if the driver does not have a TWIC credential, the driver will be required to pay a gate security and escort fee of $150.00 per Terminal entry.

SECTION 1000
MISCELLANEOUS SERVICES

To be provided at the discretion of the MTO
MTO may require Cash on Delivery (COD) for these services

ITEM 1001: OPENING AND CLOSING PACKAGES

Opening and Closing Containers for inspection by Customs or any other governmental agency: $400.00 per container

Assisting any government agency in Wharf inspection of Cargo including x-ray and/or radiation scanning of containers: $420.00 Straight Time and $500.00 Overtime, per container.

ITEM 1002: STRIPPING/UNLOADING CONTAINERS FOR GOVERNMENT INSPECTION

2% Partial strip (pulling of limited samples)	$500.00 per container
Full Strip-palletized cargo	$2,000.00 per container
Non-Palletized (floor loaded)	Rates upon request

ITEM 1003: LABOR AND OTHER CHARGES

Extra labor Charges	Straight Time	Overtime
Labor	$135.50 Per Hour	$168.00 Per Hour
Mechanic	$150.00 Per Hour	$200.00 Per Hour
Clerk	$145.50 Per Hour	$175.00 Per Hour

There is a four hour minimum for all charges in this Item 1003.
Security Services can be provided. Rates will be provided on request.
Lashing or other Materials will be provided upon request ONLY.

ITEM 1004: ASSISTANCE TO THE MEAT INSPECTION DEPARTMENT

Assistance to the Meat Inspection Department of the Department of Agriculture by handling cases preparing for sampling or stamping.

Frozen Meat	$50.00 Per Pallet
Canned Meat	$50.00 Per Pallet
Canned meat that is pre-palletized in such fashion as not required breaking down the unit for sampling or stamping.	Upon request

ITEM 1005: FRESH WATER

Fresh water supplied to vessel during regular work hours	$20.00 Per Ton
Charge per connection	$1200.00

***Note**: When water is furnished on Saturdays, Sundays or holidays there will be a minimum labor charge of 4 hours at $140.00 per hour, in addition to regular charges as listed above.*

ITEM 1006: HANDLING YACHTS OR SAILBOATS

Handling yachts or sailboats from the pier to the water or from the pier to the truck.	$500.00 per Meter LOA (or by request)
Disposition of yacht cradles	$1500.00 per Cradle (or by request)

***Note**: Owners of yachts, or their designated representatives, must be present whenever their yachts are being handled and are responsible for the watertight integrity of their vessels when handling to or from the water. Lifting points and center of gravity must be clearly indicated on the vessel.*

ITEM 1007: TERMINAL EQUIPMENT RENTAL – only upon prior written agreement

Forklifts up to 10,000 # Capacity	$165.00 Per Hour
Forklifts from 10,001 # to 30,000 # Capacity	$225.00 Per Hour
Forklifts from 30,001 # to 60,000 # Capacity	$270.00 Per Hour
Toploader	$325.00 Per Hour
Jockey Trucks	$225.00 Per Hour

***Note**: Forklift, Toploader and Jockey Truck rentals have a four hour minimum and include the operator.*

Crane Rental:

Liebherr Harbor Crane	Up to 50 Mtons	$1665.00 per hour (or by request)
Liebherr Harbor Crane	From 50-100 Mtons	$2750 per hour (or by request)

Note: All crane rentals have a two-hour minimum

ITEM 1008: LINE HANDLING

Per vessel move	$3,000.00 per move
Standby for late arrival/departure of vessel	$500.00 per hour

***Note**-1: Additional charges of $850.00 per hour for standby for non-arrival or non-sailing of vessel when line handlers are called out for a specific time and not given prior notice of the delay*

***Note**-2: The above charges shall be assessed against the vessel.*

ITEM 1009: CONTAINER MOUNT OR GROUND

$92.70 per each move

ITEM 1010: CONTAINER INSPECTION

$515.00 per gate move (includes EIR)

ITEM 1011: VEHICLE RECEIVING & INSPECTION

Autos and light trucks up to 10,000 lbs.	$160.70 per unit
Trucks over 10,000 lbs	$321.36 per unit
Trailers and other towed equipment under 20 ft.	$428.48 per unit
Trailers and other towed equipment over 20 ft.	$856.96 per unit
Self propelled tracked or wheeled equipment: If unloaded by terminal If unloaded by delivering driver	 $856.96 per unit $696.28 per unit

ITEM 1012: SERVICING OF PASSENGER TYPE AUTOMOBILES

Servicing of passenger type automobiles shall be charged	$160.68 per auto

ITEM 1013: SERVICING OF TRUCKS, TRACTORS AND OTHER WHEELED VEHICLES

Servicing of Trucks, tractors and other wheeled vehicles shall be charged.	$171.39 per vehicle

SECTION 1100
SHIPMENTS OF STEEL

ITEM 1101: IMPORT AND EXPORT SHIPMENTS LOADED OR UNLOADED TO OR FROM THE PIER AND TO OR FROM FLATBED TRUCKS.

A. Non ferrous metals will be quoted upon request

B. On lots up to 2500 metric tons to one receiver or ultimate consignee where there is no sorting and no splitting of bills of lading.

Steel tinplate sheets in coil	$22.40 per Mton
Steel, tinplate sheets in coils, skidded	$29.87 per Mton
Bundled Pipe- up to 40 ft. long	$35.02 per Mton
Coils of wire rod	$35.02 per Mton
Plate-bundled or loose-under 25 ft. long	$29.00 per Mton
Structural Steel, Steel Sheets, skidded in packs, plate	$35.02 per Mton
Palletized Cargo	$29.87 per Mton
Steel bars, billets, wheels, axels	$35.02 per Mton

C. There is a minimum truck loading charge of $360.50 per consignee.

ITEM 1102: IMPORT AND EXPORT SHIPMENTS LOADED OR UNLOADED TO OR FROM THE PIER, AND TO OR FROM OPEN-TOP RAILROAD CARS, INCLUDING GONDOLA AND FLAT CARS

Loading and Unloading rates quoted upon request.

The loading and unloading of railroad cars shall be limited to the capacity of the MTO's equipment.

Removing and replacing lids from covered cars	$350.00 per Car

BARCODE INSTALLATION FEE:

$10.00 PER PIECE This fee may be incurred if an individually identifiable barcode is not attached to the shipment, or if the individually identifiable barcode information cannot be provided in an electronic file.

End of Tariff