



CHEMSERVE TERMINAL OF WILMINGTON, LLC

CTW VESSEL TARIFF

- BERTH SERVICES & CHARGES -

- TERMS, CONDITIONS and REFERENCE ITEMS -

- DEMURRAGE & DOCKAGE PROVISIONS -

ISSUED: August 1st, 2021

EFFECTIVE: September 1st, 2021

ISSUED BY:

Chemserve Terminal of Wilmington, LLC
3325 River Rd
Wilmington, NC 28412

www.chemserveterminal.com

Welcome! We're pleased to offer the information contained in this Tariff as an introduction to one of the Southeast's premier marine terminals. We are proud to be providing you – the shippers and receivers of bulk liquid products moving to and from Wilmington, NC – with services that **save you money.**

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**CHEMSERVE TERMINAL OF WILMINGTON, LLC
VESSEL TARIFF**

I. GENERAL

SECTION 1. CONTACT INFORMATION

Chemsolve Terminal of Wilmington, LLC (CTW)

Cape Fear River
3325 River Road
Wilmington, North Carolina 28412
Telephone: (910) 799-0180
Facsimile: (910) 799-0181

– Terminal Manager

Office: (910) 799-0180
Mobile: (910) 622-2491
Email: stacey.kirk@chemserveterminal.com

– Vice President

Mobile: (757) 544-0784
Email: matt.law@chemserveterminal.com

Michael E. Law - President

Email: mike.law@chemserveterminal.com

SECTION 2. DIRECTIONS

Via Land: From N/W I-40 East, NC 132 (College Road) South, Right on SR1101 (Shipyard Boulevard), Left on SR1100 (River Road), ¼ mile on Left, 3325 River Road.

From S/W Highway 74/76 East cross bridge to Highway 421 South/3rd Street (becomes Carolina Beach Road), Right on SR1101 (Shipyard Boulevard), Left on SR1100 (River Road), ¼ mile on Left, 3325 River Road.

Via Sea: Located on East Bank of Cape Fear River approximately 26 miles from open sea (approximately 2000 feet south of Southern most point of Port of Wilmington).

SECTION 3. APPLICATION OF TARIFF

A. Rates, charges, rules and regulations published or referred to in this tariff shall apply on all vessels or waterborne cargo moving at, over or through, CTW.

- B. The use of CTW facilities constitutes consent to the terms and conditions of this tariff by the user as well as an agreement on the part of the user to pay all charges and be governed by all rules and regulations published in this tariff, to abide by local rules and regulations as set forth by the management of CTW facilities and to be responsible for the disciplining of any infractions thereof by such persons or firms and their employees.
- C. Parties using the terminal are required to conform with any and all municipal, state and federal regulations, including but not limited to OSHA, USCG, EPA and DOT and will be held responsible for any violation of same.
- D. The local steamship agent handling the vessel or representing the line shall be responsible to CTW for terminal charges including, but not limited to, dockage and wharfage assessed against the vessel or line.
- E. Should other matters arise not specifically covered herein or in our stevedoring contract, the tariff published by the North Carolina State Port Authority, Port of Wilmington, shall apply.

SECTION 4. HOLD HARMLESS AGREEMENT AND DESIGNATED LIMITATIONS ON LIABILITY

Except as may be caused by its own negligence, all users of CTW facilities agree to indemnify, defend and hold harmless CTW from and against any and all causes of action, suits, claims, damage, and demands of whatever kind or nature, including, but not limited to, claims for consequential damages, claims for personal injury, wrongful death, breach of contract, property damage, pollution/natural resource damage, loss of income and earnings, civil or criminal fines that are incident to or result from the user's operations on the property of CTW and the use of CTW facilities (hereinafter "Damage"), and all users shall bear CTW's reasonable legal expenses, attorneys' fees, expert fees, accountant fees and all other reasonable costs and expenses which arise from the Damage or user's breach of the terms of this Tariff or other agreement with CTW, or other negligence or fault of user. This Agreement is not to be construed as requiring any user to hold harmless or indemnify CTW for that portion or percentage of Damage, if any, caused by the negligence of CTW.

As a condition precedent to recovery, cargo, loss and Damage claims against CTW must be filed in writing with CTW within nine months after delivery of property (or, in case of export traffic, within nine months after delivery to vessel) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Suits shall be instituted only within one year from the day when notice in writing is given by CTW to claimant that CTW has disallowed the claim or any part or parts thereof. Where claims are not filed or suits not instituted in accordance with the foregoing provisions, CTW shall not be liable and such claims will not be paid.

Any claim or suit against CTW shall be brought exclusively in the General Courts of Justice of New Hanover County, North Carolina, or in the United States District Court for the Eastern District of North Carolina. Unless otherwise required by applicable law, North Carolina law or United States Maritime law, as proper, shall apply to this Tariff and any claim or suit against CTW.

SECTION 5. RESPONSIBILITY FOR DAMAGE OR LOSS

The Terminal, as stevedore, will be legally liable for damage to the ship and its equipment, less normal wear and tear, and for damage to cargo or loss of cargo over side, directly caused through its sole negligence. When such damage occurs to the ship or its equipment, or where loss or damage occurs to the cargo by reason of such sole negligence of the Terminal, the ship's officers or other authorized representatives will call this to the attention of the Terminal at the time of the accident and a marine survey will be performed to determine the loss and the responsibility.

With respect to claims for loss or damage to the vessel, its equipment and appurtenances, cargo, and/or baggage, the liability of the Terminal shall be limited to physical damage caused by the sole negligence of the Terminal as stevedore and to such claims that result from fraud on the part of the employees of the Terminal engaged in the delivery, receiving and watching of cargo, said liability is to be limited to the extent of the Terminal's liability insurance, maximum \$1,000,000.00. The Terminal shall not be responsible for any consequential damages what so ever, including but not limited to lost revenue, crew wages, lost charter hire, delay or loss of use.

SECTION 6. FINANCIAL TERMS

- A. Charges are due 30 days after date of invoice. Unless otherwise indicated, product receipt charges shall be based on Bill of Lading or Manifest to be furnished prior to vessel arrival or vessel Draft Survey. Interest of 1 ½% per month shall be applied to overdue accounts.

If an invoice is not disputed within 20 days after date of issuance, said invoice shall be considered valid and due.

A minimum charge of \$59.55 per invoice will be charged when there is a request to re-bill after the initial invoice has been rendered.

- B. Terminal charges as stated include wharfage charges.

SECTION 7. PAYMENT OF CHARGES AND INVOICES

- A. On each inbound or outbound shipment moving into or out of CTW facilities, the person performing the forwarding function shall be responsible to CTW for payment of all charges assessed against cargo including, but not limited to, handling charges and storage charges. In any case of doubt as to whom is the party performing the forwarding function, generation of the dock receipt/order shall constitute an admission by the party generating the same that he is performing the forwarding function.
- B. The responsibility for terminal charges assessed against a vessel including, but not limited to, dockage and wharfage, shall rest with the agent of such vessel.
- C. The responsibility for crane rental, equipment rental, dock cleanup, and stevedore use fees will rest with the stevedore working the vessel.

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- D. All vessels, their owners and agents, and all other users of CTW facilities 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 charges.
- E. All invoices are rendered in strict accordance with this tariff and are due on presentation. Failure to pay promptly will cause the name of the shipper, consignee, or steamship line for whom the services were rendered to be placed on a delinquent list and such party will be denied further use of the facilities until all outstanding charges have been paid. CTW reserves the right to estimate and collect in advance all charges which may accrue against cargo or vessels if credit has not been established with CTW or if the parties involved have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid.
- F. If any invoice shall not be properly paid by the responsible party, and such invoice thereafter be referred to counsel for collection the responsible party shall also be liable for all reasonable attorney's fees, costs and expenses of CTW.

SECTION 8. PRODUCT

- A. The customer shall ensure that all products delivered to the terminal are free of contamination and/or infestation, and meet all the environmental requirements with regard to air and water standards. All costs associated with the removal of any contamination, fumigation or environmental concerns will be for the customer's account.
- B. Any potential problems resulting from inherent characteristics of the product are the customer's responsibility.
- C. Title to the product shall remain at all times with the customer.
- D. Product screening will be at the customer's direction and at the established rate.
- E. The terminal will not be responsible for product shrinkage.
- F. Customer and terminal acknowledge that vessel draft surveys are not exact measurements of tonnage discharged/loaded.
- G. Customer will be responsible for providing all risk insurance coverage on all goods stored and handled by CTW.

SECTION 9. EXPORT CARGO

Export Cargo, as used in this tariff, means cargo received at the port for loading into a vessel for shipment to a foreign or domestic port or destination.

SECTION 10. IMPORT CARGO

Import cargo as used in this tariff means cargo, including in-transit cargo, received at the port in a vessel from a foreign or domestic port or origin for loading to a domestic motor, rail or water carrier or storage.

SECTION 11. TON

Except as otherwise provided in individual items, ton as used in this tariff, has reference to a ton of 2,000 pounds.

SECTION 12. USAGE

Usage means the use of Terminal facilities by an ocean carrier, rail carrier, motor carrier, independent contractor, stevedore, shipper or consignee, or any other terminal user, their agents, servants, and/or employees specified in this tariff.

SECTION 13. SHIPBOARD WELDING/BURNING

Shipboard welding and/or burning of any type is strictly prohibited while vessels are berthed at CTW without express written authorization from the terminal management.

SECTION 14. DISCHARGING BALLAST OR RUBBISH

Pumping ballast or discarding rubbish, garbage, dunnage or any debris into slip or channels or on CTW property is strictly prohibited. Violators will be subject to penalty charges. Direct contact must be made with the approved contractor and upon CTW's prior written approval on pumping oil and sludge, or collecting garbage or solid waste for off load and disposal under MARPOL regulations.

SECTION 15. DISCHARGING SEWAGE

Pumping sewage into the waters of North Carolina is strictly prohibited by Federal and State Law.

SECTION 16. PETROLEUM PRODUCTS

The transfer of bulk petroleum products from CTW dock to the vessel is prohibited except as provided otherwise agreed and as permitted by law. No oil or petroleum product as defined in N.C.G.S. Chapter 143, Article 21A, Oil Pollution and Hazardous Substances Control or other applicable law as amended from time to time, may be discharged or loaded or off loaded at CTW by a user, except as below provided.

Petroleum Products in barrels or other packages may be approved on a case by case basis. If approved, the vendor must first supply proof of insurance, and make arrangements for a representative to remain with the cargo until it is transferred onto the vessel. Vendor will be fully responsible for any petroleum products spilled while delivering and transferring products to the vessel.

SECTION 17. INSURANCE

- A. Charges published in or referred to by this tariff do not include any expense of fire, storm, or other insurance covering owner's interest in property. All such insurance desired by the owner of the cargo must be provided by the owner.

- B. All stevedoring firms and/or Vessel Agents shall provide evidence that the following insurance coverage is in force covering their operations on CTW's facilities.
 - 1. WORKERS COMPENSATION INSURANCE.

 - 2. CERTIFICATE OF INSURANCE OR AUTHORIZATION FOR SELF INSURANCE ISSUED BY THE U.S. DEPARTMENT OF LABOR FOR THE SECURING OF WORKERS COMPENSATION BENEFITS UNDER THE LONGSHORE AND HARBOR WORKERS COMPENSATION ACT.

 - 3. COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY - Bodily injury or death - \$500,000.00 for each person and \$1,000,000.00 for each occurrence.

 - 4. PROPERTY DAMAGE - \$500,000.00 each accident and \$1,000,000.00 aggregate.

 - 5. STEVEDORES' LEGAL LIABILITY INSURANCE - Protecting the stevedoring firms against damage resulting from loading and unloading vessels. This insurance shall afford at least \$1,000,000.00 protection for each occurrence.

- C. All stevedoring firms and/or Vessel Agents are required to furnish to CTW certificates of insurance by companies approved by CTW, listing CTW as an additional insured. CTW reserves the right to deny use of its facilities to any firm that supplies false, misleading information or insurance which is not satisfactory to CTW. All stevedoring firms and/or Vessel Agents shall be responsible for the insurance requirements pursuant to Section 17, B. above, for all subcontractors under their control who enter CTW's Facilities. All firms must certify insurance prior to conducting any business with CTW. Certificates of insurance must be renewed as often as necessary and no firms using the facilities of CTW shall allow any of the required insurance to terminate without 10 days prior written notice to Chemserv Terminal of Wilmington, 3325 River Road, Wilmington, North Carolina 28412.

SECTION 18. GENERAL INCORPORATION

Any services provided by CTW, unless otherwise described herein, shall be provided at the rates of the Port of Wilmington applicable at the time the services are rendered.

Furthermore, rate increases set by the Port of Wilmington shall also apply to services provided by CTW (whether or not designated herein) and shall be applicable at the time and date of the increase as determined by the Port of Wilmington.

II. DOCKAGE

SECTION 1. BERTHING OF VESSELS

Subject to the exceptions enumerated below, vessels shall be assigned to berths in the order in which they file as ready in all respects to commence work. (First come, first served.)

CTW, as governing port authority at these facilities, will require the vessel to maintain a minimum discharge rate of 500 tons per hour.

Vessels refusing to vacate the berth after completion of loading or discharging will be subject to penalty Dockage of \$1,000.00 per hour commencing two hours after completion of loading or unloading. At its option, the Terminal may affect the removal of any vessel at vessel's risk and expense.

SECTION 2. LAY TIME AND DEMURRAGE

A vessel shall be allowed lay time, without charge except for dockage, based upon the minimum discharge rate as set forth in Paragraph II, Section 1. of this tariff. Vessels shall be allowed an additional two (2) hours as lay time. Lay time shall begin when all lines are fast upon docking.

SECTION 3. VESSEL TO VACATE BERTHS

CTW may order any vessel to vacate any berth when CTW deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, CTW facilities, or the rights or property of others. Such situations include, but are not limited to the following: When a potential natural disaster such as a hurricane, tornado, earthquake, fire or flooding make the continued presence of the vessel a threat to the vessel and/or CTW facilities or the property or safety of others.

CTW shall provide written notice (such as facsimile transmission, e-mail, etc.) to the steamship line or the ship's Agent advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least four (4) hours prior to said time.

If a vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by CTW or others as a result of such failure to vacate. CTW shall have the option, but not the duty, of moving the vessel to another location at the risk and expense of the vessel. If such movement occurs, the vessel shall hold CTW harmless for any damage or liability it may incur as a result of such movement. Failure to comply with any order to vacate will result in a penalty to the vessel of \$1,000.00 per hour for each hour of non-compliance. Refusal may result in denial of future berthing privileges or services.

SECTION 4. RESPONSIBILITY FOR DAMAGE TO FACILITIES

All users of the CTW Facilities shall be held responsible for all damage to the Facilities occurring while occupied by them. CTW reserves the right to repair or contract for the repair of such damages directly. CTW may detain any vessel or other watercraft responsible for damage to the Facilities until sufficient security has been posted for the amount of damage. The Vessel’s liability for the cost for all repairs of damage to the Facilities shall be based on actual charges and costs expended or actual replacement cost, whichever is higher, without regard to factors such as age or condition of the Facilities before the damage occurred.

SECTION 5. DELAYS AND DETENTIONS

No responsibility will be assumed by CTW for delays or demurrage on railroad cars, highway trucks, or detention on vessels from any cause whatsoever, or for delays caused by U.S. Customs or other regulatory bodies, nor will such delay or detention preclude the imposition of storage or other charges.

Should there be any questions with regard to validity of any invoice from CTW the matter must be reduced to writing and forwarded to CTW, Attention Accounting, PO Box 7227 Portsmouth, VA 23707 and the ship’s local agent, within forty-five (45) days after the presentation of the invoice in question. Any invoice not questioned within this forty-five (45) day period will be considered valid and final.

SECTION 6. DOCKAGE CHARGES

Dockage is the charge assessed against a vessel or other craft for berthing or making fast to any wharf, mooring devise or other facility of the terminal or for mooring to a vessel so berthed (“Time At Berth”). The following dockage charges will be assessed:

A. **DOCKAGE, PER GROSS REGISTERED TON PER 24-HOUR PERIOD**

Liquid Tankers and Ocean Going and Integrated Tug/Barges

(Per highest Gross Registered Tonnage, 24-hour minimum applies.)

Per Gross Registered Ton

\$ 0.49

B. **Vessels, not otherwise shown**

Per Linear Foot

0’ to 400’	\$ 6.00
401’ to 600	\$ 7.00
601’ to 700	\$ 11.00
Over 700	\$ 12.00

Note: Includes seagoing barges loading or discharging cargo carried on foreign or intracoastal manifests.

Dockage will be computed on Gross Registered Ton as published in Lloyd’s Register of Shipping. Minimum Dockage Charge is \$2,000.00 per day or fraction. After the first 24-hour period of

dockage assessment, dockage will be assessed on an hourly basis; 1/24 of daily dockage charge for each hour over the initial 24-hour period. Time for dockage commences when the vessel is made fast upon arrival, and ends when the vessel vacates the berth.

C. BARGES AND TUGS

<u>Inland Barges</u>	<u>Per Linear Foot</u>
Per Linear Foot	\$ 5.00
Greater than 200'	\$ 3.25

Barges moored alongside vessels at the piers for the sole purpose of transferring cargo to or from such vessels as well as tow boats and landing tows will be exempt from dockage charges.

Dockage charges are based on a twenty-four hour day or fraction which commences when the vessel moors. The minimum dockage charge is \$2,000.00 per day or fraction thereof.

D. VESSELS, OTHER THAN BARGES

Vessels calling at the facility of Chemsolve Terminal of Wilmington, LLC may be granted, upon request, lay berth dockage at one-half the published tariff rate for dockage, subject to berth availability and at the discretion of CTW management. However, the default rates shall be the dockage rates in (A) above.

E. SECURITY SURCHARGE

Security Surcharge is a fee assessed against the vessel to recover costs incurred for security assessments, security plans, equipment purchases, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105. The security surcharge described herein shall apply to all vessels and barges (working or in lay berth) that utilize the facilities of CTW and will be based on the Vessel's total time at the dock plus two hours

Based on hours at Berth plus two hours: \$ 80.00 per hour

SECTION 7. LINE HANDLING

Line handling charges shall be at the rates provided by the servicing entity.

III. LOADING & UNLOADING

SECTION 1. ACCEPTANCE OF VESSELS FOR LOADING

A. The Terminal may refuse to accept any vessel for loading unless the following requirements have been met:

1. All required holds have been properly certified as ready for loading or otherwise deemed acceptable by the shipper.
 2. A copy of any governing charter party or booking note has been provided to the Terminal.
 3. Funds or acceptable guarantee to cover anticipated obligations to the Terminal have been provided for.
 4. Master's loading plan has been provided to the Terminal and final tonnage nominated.
 5. Cargo is in position to be loaded on arrival of vessel.
 6. Overtime requirements, if any, have been agreed to and funds arranged for.
- B. For all Terminal and Stevedoring delays and expenses resulting from failure to comply with any of the above berthing requirements, vessel will be subject to Terminal Detention at \$500.00 per hour, or labor and equipment cost plus 20% and insurance and payroll taxes, whichever is greater.

SECTION 2. ACCEPTANCE OF VESSELS FOR DISCHARGING

The Terminal may refuse to accept any vessel for discharging unless the following requirements have been met:

- A. Space is available is available for receipt of cargo.
- B. If requested by Terminal, a copy of any governing charter party or booking note will be provided to the Terminal.
- C. If requested by Terminal, funds or acceptable guarantee to cover anticipated obligations to the Terminal will be provided.
- D. Overtime requirements, if any, have been agreed to and funds arranged for.

SECTION 3. READINESS OF VESSELS TO LOAD OR UNLOAD

Vessel will be considered ready to load or unload when it provides a valid Certificate of Compliance (COC) as issued by the U.S. Coast Guard. There will be a charge of \$1,000.00 If the Vessel requires a US Coast Guard inspection for issuance of a COC while at the Berth.

SECTION 4. LOADING OR UNLOADING

Loading or unloading applies to the service of loading or unloading cargo between any place on the Terminal and railroad cars, trucks, domestic barges, or any other means of conveyance. The Terminal will not consider themselves to be the consignee of cargo destined for water movement.

IV. WATER, SUPPLIES, CHANDELLING, ETC.

SECTION 1. FRESH WATER

For furnishing fresh water to vessel, the charge will be \$6.45 per short ton of 2,000 lbs., with a minimum charge of \$150.00.

SECTION 2. CHARGE FOR CERTIFICATE OF COMPLIANCE EXAMS AT BERTH

If a Vessel receives a United States Coast Guard Certificate of Compliance Examination, or similar Governmental Inspection, while at the berth, it will be accessed a convenience fee of \$1,000.00. All time the Vessel is at the Berth while undergoing such Exam or Inspection shall be counted towards the Vessel Time At Berth for the purposes of Dockage Calculations.

SECTION 3. MISCELLANEOUS

Various cargoes will be received, stored, and delivered in accordance with private contracts or arrangements to be made between CTW and Importers or Exporters prior to committing any cargo to move over the terminals for either export or import.

All agreements, covenants and provisions contained herein are severable and, in the event any of them shall be held invalid by any competent court or tribunal, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.

All references to gender may include the masculine, feminine and neuter, as appropriate.

This Tariff Schedule contains the entire agreement of the terminal and users concerning the subject matter hereof and any party asserting another or contrary agreement bears the burden of producing a writing thereof signed or confirmed in writing by separate communication by the party to be bound.