



**INTERNATIONAL  
PUBLIC TERMINAL**  
STEVEDORING AND TERMINAL OPERATORS

## **TERMINAL TARIFF**

ISSUED BY:  
**INTERNATIONAL PUBLIC TERMINAL, LLC (IPT)**  
FINAL C STREET, PIERS N AND O  
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PO BOX 9020899  
IPT-PR.COM

# Marine Terminal Schedules

<b>TERMINAL OPERATOR</b>	
<b>INTERNATIONAL PUBLIC TERMINAL, LLC. (“IPT”)</b> is the designated Terminal Operator of the facilities as provided for in this tariff.	

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Effective: 15 JULY 2023	

## SECTION 1 - GENERAL INFORMATION

HOLIDAYS	100
<p>Holidays, as used in this tariff, shall consist of the following days:</p> <p>New Year's Day (January 1) Three Kings Day (January 6) Martin Luther King's Birthday President's Day / Washington Birthday (February) Thomas W. Gleason Birthday (March 17) Abolition Day (March 22) Good Friday (April 9) Memorial Day (May) Independence Day (July 4) Constitution Day (July 25) Labor Day (September) Columbus Day (October 11 – Federal / October 12 - Local) Election Day (November ) Veterans Day (November ) Discovery of Puerto Rico Day (November 19) Thanksgiving Day (Fourth Thursday in November) Port Worker Day (December 24) Christmas Day (December 25) New Year's Eve (December 31) Or any other day authorized. When holidays fall on Sunday they are observed on Monday.</p> <p>The dates of the above holidays may change according to federal and local legislation and will be so observed to the extent of paying overtime rates and applying the 8-hour minimum period.</p> <p>No work will be performed on New Years Day, Good Friday, Independence Day, Labor Day and Christmas Day, or before 7:00 a.m. on Christmas Eve or New Years Eve, except in case of fire, or where property is in danger, or other force majeure.</p>	
Effective: 15 JULY 2023	

<b>NORMAL WORKING HOURS</b>	<b>101</b>
<p>For the purposes of delivery or receipt of general cargo, the normal work hours are Monday through Friday 7:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m.</p> <p>For container delivery or receipt, the normal work hours are Monday through Friday from 7:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m., except the receiving gates will close at 3:30 p.m. to allow for all outbound traffic to depart by 4:00 p.m.</p> <p>Note: All inbound drivers verified by yard manager in line prior to 3:30 p.m. will be worked.</p>	
Effective: 15 JULY 2023	

<b>CHARGES - SATURDAYS, SUNDAYS, HOLIDAYS</b>	<b>102</b>
<p>When arrangements are made for performing of any services on Saturdays, Sundays or legal holidays, or at hours other than 7:00 a.m. to 12:00 noon and from 1:00 p.m. to 4:00 p.m. of regular working weekdays, the charges applicable to such operations shall be applied.</p>	
Effective: 15 JULY 2023	

<b>STORM PROTECTION</b>	<b>103</b>
<p>In cases where advance warnings that storms of hurricane intensity are expected to pass over or near the Port, IPT will notify the owners of all cargo stored in the open areas in advance and require them to take protective measures, both for the cargo and the protection of property. Should the owner fail to provide such storm protection, IPT, at its sole option may decide to protect such cargo to the best of its ability considering time, conditions, and materials available, against storm damage, charging the cost thereof to the cargo owner and completely without liability to IPT.</p>	
Effective: 15 JULY 2023	

<b>FACILITIES COVERED UNDER THIS TARIFF</b>	<b>104</b>
<p>Naming, Rules, Regulations and Charges of the Terminal Operator named INTERNATIONAL PUBLIC TERMINAL, LLC. (IPT), herein located at:</p> <p style="text-align: center;"><b>Puerto Nuevo Port Zone</b>  <b>San Juan, Puerto Rico 00902</b>  <b>Phone: 787-710-0061</b></p>	
Effective: 15 July 2023	

<b>ABBREVIATIONS &amp; SYMBOLS</b>	<b>105</b>
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<p style="text-align: center;"><b><u>ABBREVIATIONS</u></b></p> <p>(Bbls) – Barrels  (CFT) – Cubic Foot  (CWT) – Cubic Weight (100 Lbs)  (CM) – Cubic Meter  (EAN) – Except As Noted  (FT) – Foot (Feet)  (Gal) – U.S. Gallons  (I&amp;S) – Iron &amp; Steel)  (IN) – Inches  (KD) – Knocked Down  (KG) – Kilogram  (Lbs) – Pound  (L) – Liter  (LT) – Long Ton (2240 Lbs)  (M) - Measure  (Min) - Minimum  (NOS) – Not Otherwise Specified  (No) - Number  (SU) – Set-Up  (W) – Weight (200 Lbs)  (WM) – Weight Measure</p> <p style="text-align: center;"><b><u>SYMBOLS</u></b></p> <table> <tr> <td>(A) – Increase</td> <td>(C) – Change in Wording</td> </tr> <tr> <td>(D) – Delete</td> <td>(E) – Expiration</td> </tr> <tr> <td>(GRD) – General Rate Decrease</td> <td>(GRI) – General Rate Increase</td> </tr> <tr> <td>(I) – New or Initial Matter</td> <td>(N) Neither Increase nor Decrease</td> </tr> <tr> <td>(‘) – Foot or Feet</td> <td>(“) – Inch (s)</td> </tr> </table>		(A) – Increase	(C) – Change in Wording	(D) – Delete	(E) – Expiration	(GRD) – General Rate Decrease	(GRI) – General Rate Increase	(I) – New or Initial Matter	(N) Neither Increase nor Decrease	(‘) – Foot or Feet	(“) – Inch (s)
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Effective: 15 JULY 2023											

<b>DEFINITIONS</b>	<b>106</b>
<p>The following definitions shall govern in interpreting these rules, regulations, rates and charges:</p> <p>(1) BULK CARGO-Bulk cargo means cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and is, therefore, subject to the requirements of this part.</p> <p>(2) CARGO – shall mean goods, wares materials or any object for commerce that is to be transported.</p> <p>(3) CHASSIS - The skeletal equipment, flatbed, or other vehicle furnished or</p>	

<p>used for the transport of containers.</p> <p>(4) CHECKING-Checking means the service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.</p> <p>(5) CONTAINER - Container referred to in this tariff shall mean a single, rigid, inter-modal, non-disposable dry, insulated, refrigerated, fully enclosed container, open top container, flat-rack, or liquid tank used for the purpose of transporting packaged, palletized, crated or loose bulk articles, constructed in a manner that will permit handling from either side by forklift or crane equipment.</p> <p>(6) FREE TIME - means the period during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.</p> <p>(7) HANDLING-handling means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.</p> <p>(8) HAZARDOUS CARGO AND RELATED TERMS - The term "<b>hazardous substances</b>" as used in this schedule shall include, without limitation, flammable, explosives, radioactive materials, asbestos, polychlorinated biphenyl (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any regulation now or hereafter enacted or promulgated by any governmental authority.</p> <p>The terms "<b>hazardous substance</b>" and "<b>release</b>" shall have the meanings specified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 <u>et seq.</u> ("CERCLA") and the regulations promulgated there under.</p> <p>The terms "<b>solid waste</b>" and "<b>disposal</b>" or "<b>disposed</b>" shall have the meanings specified in the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 <u>et seq.</u> ("RCRA"), and the regulations promulgated there under.</p> <p>The terms "<b>hazardous cargo</b>", "<b>hazardous materials</b>" and/or "<b>dangerous goods</b>" shall also mean a substance or material which has been determined to be capable of posing an unreasonable risk to health, safety, and/or property when transported in commerce, and which has been so designated by U.S. Dept. of Transportation (DOT) or Intergovernmental Maritime Consultative Organization (IMCO).</p> <p>(9) HEAVY LIFT - means the service of providing heavy lift cranes and equipment for lifting cargo.</p>	
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<p>(10) <b>LOADING AND UNLOADING</b>-Loading and unloading means the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.</p> <p>(11) <b>NOT IN TRAILER (NTI)</b> – means, without limitation, boats, machinery, equipment and motorized and non-motorized vehicles that do not classify as autos.</p> <p>(12) <b>PRE-UNITIZED CARGO</b> – Cargo loaded into containers or vans or unitized load, either crated or banded together, on metal or wood blocks, skids, or with openings wide enough to permit free access of finger blades and spaced to provide a balance load when lifted, forming a single unit so prepared by the shipper, and so delivered or received from or to consignee’s conveyance.</p> <p>(13) <b>ROLL-ON/ROLL-OFF CARGO</b> – Any cargo, which by means of internal or motive power normally moves onto a vessel by means of a ramp or is capable of so doing.</p> <p>(14) <b>TERMINAL STORAGE</b>-Terminal storage means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.</p> <p>(15) <b>TON</b> – When the term “Ton” is used anywhere in this tariff, it shall mean a net of 2,00 Lbs., or 40 CFT when so freighted, or whichever produces the greater revenue for the terminal under the terms of this tariff.</p> <p>(16) <b>USAGE</b> - means the use of a terminal facility by any rail carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.</p> <p>(17) <b>USER</b> - This is any person on whose behalf IPT is performing marine terminal services as defined herein; any person who requests the services provided herein; any person who has any ownership interest in goods and/or equipment that are object or means of delivering such services; any person, who acts on behalf of the user; any person owning or entitled to possession of the goods and/or equipment; any person having a present or future interest in the goods and/or equipment; or any person acting on behalf of any of the above-mentioned persons.</p> <p>(18) <b>USER CONTRACT</b>-User contract is an agreement made pursuant to Commission regulations at 46 C.F.R § 525.2 (a) (3).</p> <p>(19) <b>VESSEL</b> – Except as otherwise provided in individual items, when the term “Vessel” is used in this tariff, shall be deemed to mean floating craft of</p>	
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every description, and shall include in its meaning the term owners and agents thereof.	
Effective: 15 JULY 2023	

CONVERSION FACTORS		107
1 Kilogram	= 2.2046 pounds	
1 Pound	= 0.45 kilograms	
1000 Kilograms	= 2,204.6 pounds = 1 metric ton	
1 Metric ton x 0.91	= 1 short ton	
1 Metric ton x 1.02	= 1 long ton	
1 Cubic meter	= 35.315 cubic feet ( cubic meter x 35.315 = cubic feet ) ( 1 cubic meter x 1.13 = 40 cubic feet ) ( 40 cubic feet x 0.88 = 1 cubic meter )	
1 Centimeter	= 0.3937 inches (centimeters x 0.3937 inches = inches )  (inches x 2.54 = centimeters )	
1 Meter	= 39.37 inches (meters x 3.281 = feet ) (feet x 0.3048 = meters )	
1 Cubic meter	= 423.78 feet board measure (100 feet board measure (FMB) = 2.36 cubic meters)	
1 Liter	= 0.264 gallons (.0063 bbls.)	
1 Barrel (42 gallons)	= 159.09 liters	
1 Short ton	= 2000 pounds	
1 Cwt	= 100 pounds or 2 cubic feet (or 24 board feet measurement of lumber)	
1 Gallon fuel oil (Bunker "C")	= 8.33 pounds; 6.40 barrels per ton of 2,240 pounds 350 pounds per barrel of 42 gallons.	
1 Gallon lubricating oil	= 7.69 pounds; 6.94 barrels per ton of 2,240 pounds 322.8 pounds per barrel of 42 gallons.	
1 Gallon diesel oil (Navy)	= 6.96 pounds; 7.67 barrels per ton of 2,240 pounds 292.2 pounds per barrel of 42 gallons.	
1 Gallon diesel oil (Commercial)	= 7.25 pounds; 7.36 barrels per ton of 2,240 pounds 304.5 pounds per barrel of 42 gallons.	
1 Gallon gasoline (Commercial)	= 6.15 pounds; 8.66 barrels	

1 Gallon kerosene (Commercial)	per ton of 2,240 pounds 258.3 pounds per barrel of 42 gallons. = 6.75 pounds; 7.91 barrels per ton of 2,240 pounds 283 pounds per barrel of 42 gallons.	
Effective: 15 JULY 2023		

## SECTION 2 - GENERAL RULES

CONSENT TO THE TARIFF	200
<p>Use of the facilities or property under the jurisdiction of INTERNATIONAL PUBLIC TERMINAL, LLC.(hereinafter referred to as “IPT” or “Terminal”) shall constitute a consent to the terms and conditions of this tariff and schedules and evidences an agreement on the part of all users to pay all applicable charges, and abide by the rules and regulations of this tariff and schedules.</p> <p>All users of the IPT shall at all times comply with all laws, rules, orders, ordinances, regulations and requirements of the federal, commonwealth and municipal authorities and entities with jurisdiction over the same and operations conducted therein, including but not limited to the operational Rules and Regulations of the Puerto Nuevo Port Zone, the Rules, Tariffs and Regulations of the Puerto Rico Ports Authority (hereinafter “PRPA”), and the rules and regulations of the U.S. Coast Guard and all other federal agencies that compose the Department of Homeland Security (“DHS”), and, follow all security and operational instructions and indications of federal and commonwealth agents and officials, and of IPT and its officers, agents and employees.</p> <p>In accordance with 33 C.F.R. Section 105.255 (e) (2), entering the Terminal is deemed valid consent to screening or inspection. Failure to consent or submit to screening or inspection will result in denial or revocation of authorization to enter.</p> <p>All users of the IPT shall further comply with all applicable federal, Commonwealth of Puerto Rico, local or municipal laws, statutes, ordinances, codes, rules or regulations, relating to the protection of the environment and the workplace, public and industrial health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, or disposal of hazardous substances or solid waste and other regulated substances or materials.</p>	
Effective: 15 JULY 2023	

INTERPRETATION OF TARIFF	201
<p>Interpretation of this tariff shall be pursuant to the regulations of the Federal Maritime Commission as published at 46 C.F.R. § 525 <i>et. seq.</i> 46 C.F.R. §525.2 further provides that the terms and conditions provided by this schedule shall be enforceable as an implied contract. The terms and conditions contained in this tariff and its schedules may be waived or modified, in whole or in part only by written agreement. Terms and conditions contained herein, if not specifically waived or modified, shall be enforceable.</p> <p>If IPT has an actual contract with a party covering the services rendered by IPT to that party, the terms and conditions of this tariff and its schedules shall not be enforceable as an implied contract, but will apply as to any services, charges or matters not provided for in such actual contract.</p>	
Effective: 15 JULY 2023	

GOVERNING LAW; FORUM	202
<p>The terms and conditions under which goods are held and services are performed hereunder, are governed by the laws of the United States, the laws of the Commonwealth of Puerto Rico, and the general maritime law of the United States, as applicable. Notwithstanding any provisions published in this tariff, the terminal operator will be responsible for its own negligence.</p> <p>Any suits or litigation against IPT shall only be brought before Courts of competent jurisdiction in San Juan, Puerto Rico.</p>	
Effective: 15 JULY 2023	

<b>PROHIBITED ACTIVITIES</b>	<b>203</b>
<p>The following activities are prohibited:</p> <ul style="list-style-type: none"> <li>A. Smoking at the facilities under IPT jurisdiction within 50 feet of the trans-loading areas, except in specially designated areas, if any.</li> <li>B. The obstruction of any fire fighting appliance or apparatus in premises.</li> <li>C. The obstruction of any access roads within the Terminal.</li> <li>D. Operating any vehicle on IPT facility in the discretion of the Terminal Manager, if the vehicle interferes with the efficient operation of the Terminal.</li> <li>E. The presence of minors under the age of 18 within the Terminal.</li> <li>F. Traffic of trucks within the facility other than strictly picking-up or delivering cargo or equipment.</li> <li>G. Other activities restricted or prohibited by the tariff of the PRPA, as the same may be in force and promulgated or amended from time to time</li> </ul>	
Effective: 15 JULY 2023	

<b>SUBSTANCE ABUSE POLICY</b>	<b>204</b>
<p>IPT recognizes the severity and gravity of the national substance abuse crisis. While widespread substance abuse is a threat to the general health and morals of the public, in the workplace it frustrates the achievement of safety, performance and productivity goals. To assist in controlling the scope and effect of substance abuse in the port, IPT has adopted a substance abuse policy to maintain safety, productivity and quality standards among its employees. IPT recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Substance Abuse Policy to that end.</p> <p>It is similarly the goal of IPT to provide a safe workplace for all those working on property under the jurisdiction of IPT. No person by whoever employed may work on properties under the jurisdiction of IPT while under the influence of alcohol or illegal drugs. Each employer of individuals working on property under the jurisdiction of IPT shall have in place a substance abuse policy.</p>	
Effective: 15 JULY 2023	

<b>MINIMUM INSURANCE REQUIREMENTS</b>	<b>205</b>
<p>All users of the Terminal are required to carry public liability insurance with insurance companies authorized to do business in Puerto Rico insuring such users against all liability for personal injury including bodily injury and property damage caused or contributed to by users' use, occupancy or operations within the Terminal with a combined limit of not less than \$1,000,000 for any one occurrence involving personal injury including bodily injury or death to each person, \$1,000,000 for each occurrence involving more than one person, and \$1,000,000 for property damage. Such insurance policies shall name IPT and The Puerto Rico Ports Authority ("PRPA") as additional insured's, provide that said limits will not be increased or decreased, or the policies cancelled, without giving 30 days advance notice to IPT., and that IPT. and PRPA will be held harmless in accordance with the terms and conditions of Rule 205 below.</p> <p>Users shall also maintain Worker's Accident Compensation Insurance and/or Chauffeur's Insurance as required by law as to their own employees performing any work or service within the Terminal.</p>	
Effective: 15 JULY 2023	

<b>SECURITY</b>	<b>206</b>
<p>Private security provided by IPT is intended to control access to and vehicle traffic within the Terminal, comply with federal Homeland Security laws and regulations, and to protect the properties of IPT.</p> <p>IPT is not obliged in any manner for the custody of property, cargo, vehicles, vessels or facilities of the users within the Terminal.</p>	
Effective: 15 JULY 2023	

<b>MOTOR CARRIERS/TRUCKING COMPANIES/EQUIPMENT OWNERS</b>	<b>207</b>
<p>Motor Carriers / Trucking Companies/Equipment Owners are required to enter into an Access and Equipment Interchange Agreement, provide insurances as specified therein, and comply with all laws, regulations, permits, licensing and insurance requirements applicable to their trucks or cargo vehicles and public land transportation, including, but not limited to any applicable laws, regulations and requirements of the Public Service Commission, the Department of Transportation and Public Works of the Commonwealth of Puerto Rico and other federal and local government agencies with jurisdiction over such vehicles and transportation.</p> <p>Whenever containers, chassis or other cargo transportation equipment is lost, stolen or damaged while legally in the possession and custody of a Motor Carrier / Trucking Company/Equipment Owners pursuant to a Trailer Interchange Receipt, without the replacement cost or the cost of repair of any damages being paid to IPT by the Motor Carrier/Trucking Company/Equipment Owners or its insurance company, IPT, may, at its sole discretion refuse to provide equipment or perform any services for such Motor Carrier/Trucking Company/Equipment Owners, without incurring any liability or responsibility whatsoever.</p> <p>Motor Carriers / Trucking Companies/Equipment Owners executing a Trailer Interchange Receipt TIR are primarily responsible for any and all demurrage charges accruing on containers, chassis or other cargo transportation equipment object of such TIR from the date any such equipment is taken out of the Terminal until the date the same is returned to the Terminal as well as for any damages to equipment as noted in the TIR, whether or not the cargo owner, shipper, consignee or other motor carrier / trucking company may have any responsibility for said charges or damages.</p> <p>Whenever such demurrage charges are owed to IPT and outstanding for more than 30 calendar days, IPT may, without incurring any responsibility or liability whatsoever refuse to deliver containers, chassis or other cargo transportation equipment or provide any services to the defaulting party until all such charges are paid.</p>	
Effective: 15 JULY 2023	

<b>EQUIPMENT INTERCHANGE</b>	<b>208</b>
<p>The reporting by IPT of the condition of containers and chassis on equipment interchange receipts is limited to external damage and exceptions that can be readily seen by the human eye which are deemed sufficient to cause the equipment to be unserviceable for further use in connection with the safe carriage of cargo unless repaired.</p> <p>Normal wear and tear caused to containers or chassis, such as minor scrapes, dents and abrasions which do not interfere with the serviceability of the equipment, and hidden damage which cannot be seen at the time the inspection is made, such as hairline cracks, pin holes, etc. and the condition of floors, undercarriage and the tops of containers are specifically excluded.</p> <p>Included are visual inspections of the chassis running gear and lights but not the contents of the container.</p> <p>Not included is any repair to the container or its equipment.</p> <p>Effective: 15 JULY 2023</p>	

<b>DELAYS, DEMURRAGE AND DETENTION</b>	<b>209</b>
<p>IPT shall not be responsible for demurrage or detention charges accruing or resulting from delays, omissions, or other fault of the shipper, consignee, ocean carrier, motor carrier or their respective agents, interruption of service due to heavy rain, flooding, electrical failure, or other causes beyond its control and not the fault of IPT.</p> <p>Moreover, cargo owner is the ultimate responsible for charges accrued by cargo due to storage or applicable charges/fees while in the terminal.</p> <p>In the case of an error or omission, which was exclusively caused by the ocean carrier, its duly appointed agent or authorized representative, due to which the consignee or cargo owner was prevented from taking or effecting delivery of cargo, an adjustment to the terminal storage charges only, may apply upon demonstration of evidence that carrier have granted 100% discount on their equipment demurrage and other carrier fees. Under the above circumstances the terminal could grant 25% discount of storage charges accumulated by cargo owner. The subject contained in this paragraph only applies to Imports.</p> <p>Effective: 15 JULY 2023</p>	<p>Edited 1 May 08</p>

<b>IMPOSSIBILITY OF PERFORMANCE</b>	<b>210</b>
<p>IPT is not responsible for, and the performance of any services requested from, or required to be performed on its part under this tariff will be excused by reason of force majored, including the following causes beyond the control of IPT.: inability to obtain and utilize labor, material or supplies, Acts of God, Act of Public Enemy, insurrection, circumstances directly or indirectly, the result of any state of war or national or insular emergency, war, preparation for war or the acts or interventions of naval or military executives or other agencies of government, blockade, sabotage, vandalism, malicious mischief, hurricanes or</p>	



other atmospheric events, earthquakes, floods, fires, explosions, epidemics, quarantine restrictions, by reason of any laws, rules, orders, regulatory requirement of any federal, commonwealth or municipal government or instrumentality now or hereafter in force, and by reason of work stoppages, work slowdown, strikes, riots, public demonstrations or protests, accidents, or damage to or the making of repairs, replacements or improvements to the port, berthing or terminal areas or any of the equipment thereof; provided that nothing contained in this provision shall relieve IPT from responsibility for its own fault or negligence acts.	
Effective: 15 JULY 2023	

<b>DAMAGE TO PROPERTY</b>	<b>211</b>
<p>A. In the event any damage is caused to property of IPT, the PRPA or other third parties, the parties causing such damage, or who are using or occupying same under any provision of the IPT tariff, shall give a full report to IPT, including the date and time the damage occurred, a description thereof, the names, addresses and business connections of such persons or parties causing such damage and the witnesses to the occurrence, and all other available pertinent facts and information.</p> <p>B. Each such user or agent shall be held responsible and shall be liable, individually, severally, and jointly, for all damage occurring to such property and the expense of the repair or replacement of such property; except as provided in subparagraph C.</p> <p>C. Any such user or agent may be released from such liability aforesaid upon furnishing to IPT sufficient facts, evidence and other proof legally establishing the identity of the party or parties causing, or contributing to the cause of, any damage to such IPT or the PRPA property, except for any such user's or agent's own liability.</p>	
Effective: 15 JULY 2023	

HELD HARMLESS	212
<p>All users of the Terminal shall defend, hold harmless and indemnify IPT and the PRPA and their respective officers, directors, principals, employees, agents and permitted assigns from and against any and all causes of action, suits, claims, damages, and demands of whatsoever kind or nature including, but not limited to personal injury, wrongful death, cargo loss or damage, demurrage, detention, delay or remote or consequential damages of any kind, property damage or destruction, natural resource or environmental damages, loss of income and/or earnings, civil or criminal fines or penalties, breach of contract, and any other liabilities, damages, expenses and costs (including attorney's fees, expert witness fees and court costs) arising from, incidental or in connection with the use or occupancy of the Terminal or any property, equipment or part thereof and/or from any operations within the Terminal; provided, however, that this provision will not relieve IPT or the PRPA from any liability which may arise out of any negligence on their part, respectively.</p> <p>All users of the Terminal shall further defend, hold harmless and indemnify IPT., the PRPA and their officers, directors, agents, and employees, from (a) all liability, fines, suits, procedures, claims, and actions of every kind and nature, and all costs associated therewith (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultants', and experts' fees), arising by reason of injury to persons or property, or violation of law occurring in the Terminal, occasioned in whole or in part by the use or omission on the part of the User or an employee (whether or not acting within the scope of its employment), servant, agent licensee, or business invitee of the User, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to the use or misuse of any Hazardous Cargo, Substance, Materials or Goods as defined in this schedule by User or an employee (whether or not acting within the scope of its employment), servant, agent, licensee, or business invitee of the User; (c) any lawsuit brought or threatened, settlement reached, or government order relating to such use of any Hazardous Cargo Substance, Materials or Goods; or (d) any and all violations of any laws or regulations applicable thereto arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Cargo Substance, Materials or Goods, which arises and is caused by User or User's agents, employees and contractors at or from the berthing or terminal areas, and arises at any time from User's use, occupancy or operations, or from User's failure to provide all information, make all submissions, and take all steps required by all environmental authorities under the laws.</p>	
Effective: 15 JULY 2023	

<b>LOSS OR DAMAGE TO CARGO</b>	<b>213</b>
<p>Users of IPT facilities, and their agents, must protect their cargo from loss or damage from any cause. Neither the PRPA nor IPT shall be responsible for any loss or damage to cargo from pilferage, rodents, insects, shrinkage, spoilage, wastage, decay, seepage, heat, cold, evaporation, fire, leakage or discharge from sprinkler system, collapse of buildings, sheds, platforms, wharves, subsidence of floors or foundations; breakage of pipes, rain, floods, or the elements, defects or leaks in or around buildings or other structures, war, insurrection, sabotage, riots, strikes, tumult, protests, demonstrations, civil commotion, acts of God, acts of third persons, or other causes whatsoever, nor for delay or other consequences arising from any such circumstances or contingencies or a combination thereof.</p> <p>IPT will not accept responsibility for pre-existing loss or damage to cargo, concealed damages, inherent vice, or condition or quantity of goods said to be contained in containers or other packages.</p> <p>Owners of cargo / goods are responsible for proper stowage or stowing and sufficiency of packaging of their cargoes.</p> <p>This provision, however, will not relieve IPT or the PRPA from any liability that may arise out of negligence on their part, respectively.</p>	
Effective: 15 JULY 2023	

<b>CONDITIONS FOR LIABILITY</b>	<b>214</b>
<p>Notwithstanding any other applicable provisions to the contrary of law, any bill of lading or this tariff, it is a condition of the performance by IPT of the services referred to in this tariff that IPT, its officers, directors or employees are not liable for any loss or destruction of or damage to cargo, goods, containers, chassis or any other property whatsoever unless the following essential conditions are met:</p> <p>a) Within thirty (30) days after the cargo, goods, containers, chassis or other property are removed or should have been removed from the Terminal, notice of the loss, destruction or damage and the general nature thereof is given in writing to IPT; and</p> <p>b) Within six (6) months after the cargo, goods containers, chassis or other property were removed or should have been removed from the Terminal, a claim setting out in detail the nature and value of the cargo, goods, containers, chassis or other property is given in writing to IPT; and</p> <p>c) Legal proceedings to enforce a claim for such loss, destruction or damage are commenced against IPT within one (1) year of the time the goods were removed or should have been removed from the Terminal.</p>	
Effective: 15 JULY 2023	

<b>LIMITATION OF LIABILITY</b>	<b>215</b>
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<p>Liability for cargo damages, if incurred as a result of proven negligence by IPT during handling, loading or unloading of cargo shall not exceed \$500.00 per package or unit. Rates and charges published in this tariff do not include cargo insurance of any nature.</p> <p>A loaded container or loaded trailer will be considered as one (1) package or unit notwithstanding any other number of packages or units in the trailer or container or described in the bill of lading. No provisions contained in this tariff shall limit or relieve IPT from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless IPT., from liability for its own negligence.</p> <p>Whenever the services of IPT are employed as terminal operator with regard to any and all bills of lading or other freight contracts or agreements entered into for the transportation of cargo, which contain an “HIMALAYA CLAUSE” or similar clause extending to terminal operators, terminal services contractors, subcontractors, agents, bailees or other similarly designated entities while the goods or cargo are within their possession, control and custody any and all benefits, exemptions, immunities, and limitations on liability entities available to the ocean carrier, including without limitation, the provisions of the U.S. Carriage of Goods by Sea Act (COGSA) and any similar foreign legislation or international convention and any other benefits or limitations on liability of the ocean carrier under such bill of lading or contract, such extension of benefits shall be deemed to cover any and all cargo handled and any services performed by IPT under this tariff.</p>	
Effective: 15 JULY 2023	

RIGHT TO REFUSE CARGO	216
<p>Right is reserved by IPT without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or unload or to permit a vessel to discharge:</p> <ul style="list-style-type: none"> <li>a) Cargo, containers, or chassis for which prior arrangements for space, receiving, unloading, or removal from Terminal have not been made by shipper, consignee, or vessel.</li> <li>b) Cargo is deemed extra offensive, perishable, or hazardous.</li> <li>c) Cargo, the value of which may be determined as less than the probable terminal charges.</li> <li>d) Cargo, which is declared as valuable to IPT prior to the handling of such cargo, unless prior to handling such valuable cargoes IPT is able to make arrangements which, in its sole discretion, it considers satisfactory, including to effect insurance on the cargo, in which case the cargo owner, shipper or consignee agrees to pay to IPT any and all required premiums. Valuable cargoes shall include bullion, precious metal products, precious stones, precious jewelry, cash or securities, valuable works of art and thoroughbred horses.</li> <li>e) Cargo not packaged suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned and all expense, loss, or damage incidents thereto shall be for account of shipper, consignee, owner, vessel, or inland carrier.</li> <li>f) Cargo, containers, or chassis during a period of severe congestion or other emergency, when, in the sole judgment of IPT, the prevailing circumstances prevent IPT from providing usual care and custody.</li> <li>g) Any other cargo prohibited or refused by federal or local government agencies.</li> </ul>	
Effective: 15 JULY 2023	

<b>COMPULSORY REMOVAL OF GOODS</b>	<b>217</b>
<p>IPT may, by written notice to the owner of any goods that are on the Terminal, require the removal of those goods at the owner's expense and risk after the expiration of free time or shut out at vessel clearance and the owner, upon receipt of such notice, shall remove the goods forthwith from the Terminal.</p> <p>IPT may, at the risk and expense of the owner of the goods, remove, pile, re-pile, store or relocate any goods that are left on the Terminal after expiration of free time or shut out at vessel clearance.</p> <p>IPT may, at the risk and expense of the owner, either remove or transfer to another location on the Terminal any cargo that, in the opinion of IPT, is hazardous, offensive, or which, by its very nature, is liable to damage other cargo.</p>	
Effective: 15 JULY 2023	

<b>CONTAINERS LOADED IN EXCESS OF RATED CAPACITY</b>	<b>218</b>
<p>The rates, rules and regulations published in this tariff are not applicable to equipment loaded in excess of their rated capacity. IPT will not permit its mechanical equipment (designed for movement or carriage of containers) to be used in any way to lift, move, or transport a container loaded in excess of its rated capacity. Should the terminal equipment be used to lift, move or transport a container which is loaded in excess of its rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damage including but not limited to damages for death and personal injury, damages to equipment or other property, court costs and attorney's fees, incident to or resulting from such unauthorized use.</p> <p>In the event that any container has to be weighed by IPT, the cost of such weighing will be for the account of the shipper, consignee, ocean carrier or other responsible party.</p>	
Effective: 15 JULY 2023	

<b>CONTAINERS HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT</b>	<b>219</b>
Containers or other equipment having damage or variances, which may impede normal movement within the terminal, or the terminal's mechanical equipment will not be received unless prior arrangements have been made with IPT.	
Effective: 15 JULY 2023	

<b>CONTAINERS HAVING DIMENSIONAL LENGTHS OTHER THAN 20' OR 40'</b>	<b>220</b>
Users must make prior arrangements with IPT before containers having dimensional lengths other than 20' or 40' will be handled.	
Effective: 15 JULY 2023	

### SECTION 3 – CHARGES AND COLLECTIONS

COMPUTATION OF WEIGHT	300
<p>Users of the IPT facility shall provide to IPT appropriate weight documentation, acceptable to IPT. Users and their agents shall provide to IPT access to all cargo documents including but not limited to, cargo manifests, delivery tickets, dray receipts, hatch lists or invoices for services and furnish to IPT such other documentation, reports or information as it may require, for purpose of weight audit so as to secure necessary data to permit correct recordation of the weight in connection with charges under this tariff. Failure to provide such information upon request will constitute cause for denial of use of IPT facilities. Users, or their agents, shall be liable for all violations of federal and state weight restrictions.</p> <p>IPT reserves the right to weigh any cargo whenever it has reason to believe that it exceeds applicable or permissible load or weight limits, or that it exceeds or does not conform to the weight declared in the cargo documents, and to charge the cost of such weighing and additional charges in accordance with this tariff to the owner, consignee, or other party responsible for or having an interest in any overweight cargo.</p>	
Effective: 15 JULY 2023	

ACCURATE SUPPORTING DOCUMENTATION	301
<p>Accurate supporting documentation, with respect to specific billing information for terminal services is the responsibility of the party receiving said services. Should supporting documentation not specifically reference the party to be billed with respect to any charges under this tariff, said charges will be for the account of the party requesting said services.</p>	
Effective: 15 April 2023	



<b>CHARGES AND INVOICES</b>	<b>302</b>
<p>Billing for any service is for the account of the party that requests the service.</p> <p>All charges are due and payable as soon as they are incurred. Where any charges prescribed by this tariff are due with respect of any goods, those goods shall not be removed from the IPT until paid, or arrangements for payment have been made with IPT.</p> <p>All Bills are due and payable upon presentation and shall be paid to IPT at the address shown on the invoice.</p> <p>Any invoice issued for any charge, or a charge prescribed by this tariff remaining unpaid for a period of thirty (30) calendar days after the date of invoice, including but not limited to invoices for loss or damage to cargo transportation equipment, is delinquent and shall be subject to a delinquency charge. The delinquency charge is one- and one-half percent (1 1/2%) per month on the total unpaid balance thereof; provided however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.</p> <p>Delinquent accounts on which collection efforts are required shall be assessed interest charges, computed at a named prime rate plus two percent (2%) to establish a per annum charge, after the first thirty (30) days from the day the invoice is first issued. All collection expenses incurred by IPT shall be assessed to, and payable by, the delinquent party, including, but not limited to reasonable collection agency fees, attorney's fees and all other cost of suit or litigation.</p>	
Effective: 15 JULY 2023	

<b>CHARTER PARTY AGREEMENTS, SALES CONTRACTS, ETC.</b>	<b>303</b>
<p>The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a vessel, her owner, charterer, manager, operator or their agents, or cargo owner, shipper, consignee, or their agents, of any charge properly assessable against same under this Tariff, will not relieve any such entities from liability for the payment of such charge.</p>	
Effective: 15 JULY 2023	

<b>RIGHT TO SELL FOR UNPAID CHARGES</b>	<b>304</b>
<p>Cargo on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Cargo of a perishable nature or of a nature liable to damage other cargo may be sold at public or private sales without advertising, providing owner has been given proper notice to pay charges and to remove said cargo and has neglected or failed to comply.</p>	
Effective: 15 JULY 2023	

<b>TIME LIMIT FOR FILING CLAIMS</b>	<b>305</b>
<p>All Claims against IPT for charges under this tariff shall be filed within a term of 30 calendar days from the day the first invoice or invoices are presented, after this period the invoice will be deemed correct and final.</p> <p>Subject to the preceding paragraph, any and all legal proceedings against IPT for inaccurate or incorrect billing or for overpayment of any charges under this tariff shall be filed within six months from the date of invoice or be forever barred.</p>	
Effective: 15 JULY 2023	

#### SECTION 4 - TERMINAL SERVICES AND CHARGES

LABOR, MATERIALS AND EQUIPMENT	400
<p>When services are performed for which, no specific charges are provided in this Tariff, billing shall be rendered as follows:</p> <p>Materials and mechanical equipment - actual cost plus 25%.</p> <p>Labor - wage rates and minimum guarantees as per the current Collective Bargaining Agreement plus Welfare, Pension, Vacation plus 25%; plus Insurance and Taxes.</p> <p>Refer to Rules 410 and 411 for applicable equipment rentals and services.</p>	
Effective: 15 JULY 2023	

STUFFING AND STRIPPING	401
<p><b>STUFFING AND STRIPPING:</b></p> <p>Whenever cargo is stuffed or stripped out of a container or trailer the following charges will apply:</p> <p>Stripping and Stuffing of Containers are subject to quote depending on work to be performed, equipment and labor.</p> <p>Stripping and Stuffing, discharge or loading of cargo, boxes, machinery, boats that are out of gage, over high, over width, and/or require special handling from flat rack, platforms, low bed and/or cradle subject to quote depending on cargo Value, risk, equipment to be used and labor.</p> <p>Rubbish, dunnage, lumber, air bags, wires, metal straps, and/or any other securing devices, protection materials and or waters generated from the stripping and/or stuffing activities will be for the account of cargo. Boat Cradles will have to be removed from the terminal after boats are removed. Removal of cradle by Terminal Operator is subject to \$900.00 USD disposal charge per cradle. Palletized / Crated</p> <p><b>DEMURRAGE (AUTOS AND NTI):</b></p> <p>See Section 403.</p>	
Effective: 15 April 2023	

CONTAINER STORAGE	402
<p>EMPTY CONTAINER STORAGE:</p> <p>After 15 calendar days in our yard a terminal storage charge of \$5.00 per calendar day will be assessed on 20' empty containers and \$10.00 on 40' empty containers.</p> <p>FULL CONTAINER STORAGE:</p> <p>Full container storage charge of \$30.00 per calendar day will be assessed per each full Export/Import container, once expiration of the 5-day free time. Free time commences on the calendar day immediately following the day when the containers enter the terminal for loading unto a vessel or is unloaded from a vessel, respectively. After the fifth calendar day, a Terminal Storage Charge of \$50.00 per calendar day will be assessed.</p> <p>Payment of the accrued Terminal Storage dues shall be required prior to cargo loading to its assigned vessel and will be the sole responsibility of the cargo owner or its representative.</p> <p>HAZARDOUS CARGO CONTAINER STORAGE:</p> <p>After 3 calendar days in our yard a terminal storage charge of \$75.00 per calendar day will be assessed per each full Export / Import container, commencing on the calendar day immediately following the day when the containers enter the terminal for loading unto a vessel or is unloaded from a vessel, respectively. After the tenth calendar day, a Terminal Storage Charge of \$100.00 per calendar day will be assessed.</p> <p>The Terminal reserves the right to accept and or receive Booked Shipments without an assigned Vessel, Voyage Number and Declared Commodity (Open Bookings) as per U.S. Department of Commerce International Trade Commission Code under: "Statistical Classification of Domestic and Foreign Commodities exported from the U.S." (Schedule B "Export Codes")</p> <p>For additional information visit: <a href="http://www.census.gov/foreign-trade/schedules/b">www.census.gov/foreign-trade/schedules/b</a></p>	<p>Edited 25 Jun 08</p>
Effective: 15 April 2023	

BREAK BULK CARGO	403
<p>(A) Break Bulk Cargo/Vehicles, 5 Calendar days Free Time or as per applicable contract.</p> <p>(B) Break Bulk Cargo/Vehicles. If no contract is in force the following charges will apply, the greater amount of the two methods of:</p> <p>(1) Weight charge method:</p> <p>Open Storage- After the free time, 16 cents per 100 lbs. per day.</p> <p>Covered Storage – After the free time, 32 cents per 100 lbs. per day.</p> <p>(2) Measurement Charge method:</p> <p>Open Storage- After the free time, 5 cents per cubic foot per day.</p> <p>Covered Storage – After the free time, 10 cents per cubic foot per day.</p>	
Effective: 15 April 2023	

REFRIGERATED CONTAINERS	404
<p>A. Reefer Charges:</p> <p>First five days: Plug in + Monitoring \$70.00  Thereafter: \$85.00</p> <p>B. Spotting Empty Reefers for Pre-Trip At Electric Hook-Up</p> <p>1. GROUNDED REEFERS:  Includes un-stacking of empty reefer and grounding at reefer lot (Does not include hook-up, monitoring and disconnect of containers). \$75.00 each</p> <p>2. MOUNTED REEFERS:  Includes un-stacking and mounting on lines chassis. \$75.00 each</p> <p>C. Pre-Trip</p> <p>Pre-trip - \$75.00  Washing / cleaning \$75.00 (without chemicals)  Sanitation (as per arrangement / quote)</p>	
Effective: 15 April 2023	

OTHER SPECIAL CARGO SERVICES	405
Any labor or material required for other services for which charges are not provided for in this tariff, including but not limited to making cargo available for sampling; bagging, boxing, crating or sacking any cargo; banding or wiring any cargo; burn metal bracings or lashings of cargo; reconditioning any cargo; coopering; papering floors, walls or doors of containers may be provided at actual cost of labor/materials plus 25 percent.	
Effective: 15 April 2023	

HAZARDOUS CARGO(Pending)	406						
<p>A. Hazardous cargo as defined in this tariff will be subject to IPT's option or acceptance and special booking arrangements with IPT.</p> <p>B. In the event governmental and/or port authorities require special handling and/or storage of hazardous cargo, IPT may take any steps required by such authority and all additional expenses shall be for the account of the cargo.</p> <p>C. In the absence of specific provisions in this tariff all commodities designated, either specifically by name or qualified by reason of characteristics/properties, as hazardous cargo, as defined in this tariff and as prescribed in the United States Code of Federal Regulation and/or IMDG, shall be considered as hazardous cargo and rated accordingly.</p> <p>D. Shippers, and/or their agents, of hazardous cargo MUST inform IPT of the true character of such cargo as provided herein.</p> <p>E. The following data MUST be submitted to IPT, who has the option of requiring additional data, either prior to or at the time of delivery of cargo at the terminal or facility. U.S. Department of Transportation regulations require that all shippers provide the following data for all modes of transportation:</p> <ol style="list-style-type: none"> <li>1. Proper shipping name</li> <li>2. Hazardous class; UN number</li> <li>3. Total quantity by weight, volume or as otherwise appropriate of the Hazardous Material/Dangerous Goods DOT exemption number (when required).</li> <li>4. Indication that materials are being shipped in "limited quantities" (when appropriate).</li> <li>5. Identification of type of packing (e.g., drums, cylinders, barrels, etc.)</li> <li>6. The number of pieces of each type of packing.</li> <li>7. The gross weight of each type of package, or the individual gross weight of each package.</li> <li>8. For export shipments, any N.E.S proper shipping name must be followed by technical name of the materials in parenthesis.</li> </ol> <p>A clearly defined and legible copy of the bill of lading must be provided to IPT.</p> <p>Shippers must comply with all applicable labeling and placards requirements.</p> <p>F. CHARGES FOR HANDLING HAZARDOUS CARGO:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">COMMODITY</th><th style="text-align: left;">HANDLING CHARGES</th></tr> </thead> <tbody> <tr> <td>Explosives (1.1, 1.2)</td><td>\$4,500.00 per container</td></tr> <tr> <td>Other Hazardous Cargo</td><td>As per agreement</td></tr> </tbody> </table>	COMMODITY	HANDLING CHARGES	Explosives (1.1, 1.2)	\$4,500.00 per container	Other Hazardous Cargo	As per agreement	
COMMODITY	HANDLING CHARGES						
Explosives (1.1, 1.2)	\$4,500.00 per container						
Other Hazardous Cargo	As per agreement						
Effective: 15 April 2023							

TERMINAL AND PORT SECURITY CHARGES	407
<p>A Terminal and Security Charge as listed below is assessable against all full containers, automobiles or other rolling stock, which transit the terminal in-out from or to any vessel or truck. The owner of the cargo will be the entity responsible for the payment of the charge.</p> <p>1. Terminal Maintenance Fee \$23.00 per full unit.  2. Terminal Security Fee \$17.00 per full unit.  3. Systems Fee \$ 2.50 per full unit.</p>	<p>Edited 1 Feb 08</p>
Effective: 15 April, 2023	

RENTAL AND SERVICES	408
<p>EQUIPMENT AVAILABLE for RENTAL:</p> <p>Rail Crane \$900.00 per hour  Liebherr Crane \$750.00 per hour  Forklifts (Up to 7.5 tons) \$45.00 per hour  Forklifts (Over 7.5 tons) \$75.00 per hour  Top Loaders \$275.00 per hour  Tractors \$125.00 per hour  Bumpcars \$75.00 per day</p> <p>1. All the above equipment rates are subject to discussion and do not include the operator or guarantees. Operator will be billed separately. Applicable charges as per Rule 400.</p> <p>2. Some restrictions apply to some equipment.</p> <p>3. Transportation costs incurred outside of IPT facilities are not included.</p>	
Effective: 15 April 2023	

FUEL SURCHARGES	409
<p>The following temporary Fuel Surcharges will apply to the full units: Fuel recovery surcharge to be amended as required based upon the prevailing price of the Weekly US On-Highway Diesel Fuel Price.</p> <p>Terminal Fuel Recovery Surcharge \$ 8.50 per full unit</p>	<p>Edited 16Jul08</p>
Effective: 15 April 2023	



<b>WAREHOUSE</b>	<b>410</b>
Warehouse Services: Per Arrangements. Charged per CWT or CFT, whichever is greater. See Rule 403 for applicable warehousing / storage charges.	
Effective: 15 April 2023	

<b>EXCLUSIONS</b>	<b>411</b>
Any commodity or item not included in this tariff may be covered by special arrangement.	
Effective: 15 April 2023	