



Kloosterboer Dutch Harbor Terminal Tariff #8

Kloosterboer - Dutch Harbor LLC

2025 First Avenue, Suite 1205, Seattle, WA 98121

Telephone 206 727 2780 Fax 206 374 1540



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SECTION 1 – GENERAL RULES AND REGULATIONS

ITEM 1000

APPLICATION OF TARIFF AND STANDARD TERMS AND CONDITIONS

(A) GENERAL APPLICATION OF TARIFF

Vessel charges and assessments provided in this tariff are applicable to any and all vessels, whether self-propelled or other, when such vessels are provided with services, as detailed in this tariff, at any KDH facility.

(B) TARIFF EFFECTIVE

The rates, charges, terms, and conditions named in this tariff shall apply to any and all services provided on and after the effective date of this tariff and/or its revisions, supplements, and amendments.

(C) USE, DEEMED ACCEPTANCE

The use of wharves, facilities, or services shall be deemed complete acceptance of this tariff and the terms and conditions named herein.

(D) CARGO, RECEIVED OR DELIVERED

Cargo is received for shipment when dock receipt or other document approved or issued by the vessel has been accomplished. Cargo is delivered when delivery order, warehouse receipt, or other document approved by the vessel has been accomplished. Cargo received in or on the terminal awaiting delivery to vessel or land-based carrier is in transit until other specific arrangements for its care and custody are made by the cargo owner and vessel or land-based carrier with the terminal. Notwithstanding terms of sale and other considerations or agreements, cargo in transit in or on the terminal under control of the vessel involved and subject to the full force and terms of its bill of lading or contract of affreightment issued or to be issued until loaded on board, released by accomplishment of delivery or released to and accepted by KDH for other custody.

(E) STANDARD TERMS AND CONDITIONS

This tariff is expressly subject to KDH's Standard Terms and Conditions, a copy of which is attached hereto.

ITEM 1010

ACCEPTANCE, RETENTION, OR DELIVERY OF FREIGHT CONDITIONAL

(A) RIGHT TO REFUSE CARGO, CONTAINERS, OR CHASSIS

Right is reserved by KDH without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive or unload or to permit vessel to discharge:

(1) Cargo, containers, or chassis for which previous arrangements for space, receiving, unloading, or removal from terminal has not been made by shipper, consignee, or vessel.

(2) Cargo deemed extra offensive, perishable, or hazardous.



- (3) Cargo, the value of which may be determined as less than the probable terminal charges.
- (4) Cargo that may not be packed suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned and all expense, loss, or damage incident thereto shall be for account of shipper, consignee, owner, vessel, or land-based carrier.
- (5) Cargo, containers, or chassis during a period of severe congestion or other emergency when, in the judgment of the KDH, the circumstances then prevailing will prevent the terminal from providing usual care and custody.

(B) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE

Hazardous or offensive cargo or cargoes which, by its nature, is liable to damage other cargo, is subject to immediate removal either from the premises or to other locations within said premises with all expenses and risk of loss or damage for the account of owner, shipper, or consignee, vessel, or inland carrier.

Cargo remaining on wharf or wharf premises and cargo shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or moved to other KDH or third-party warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee, vessel, or land-based carrier as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by KDH to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Cargo on which unpaid terminal charges have accrued may be sold to satisfy charges and costs provided owner has been given notice to pay charges and to remove said cargo and has neglected or failed to comply.

(E) EXPLOSIVES AND HAZARDOUS CARGO

The acceptance, handling, or storage of explosives or excessively inflammable material shall be subject to special arrangements and governed by the rules and regulations of Federal, State, and local authorities. Hazardous cargoes must have been prepared for shipment in accordance with the applicable Department of Transportation regulations contained in 49 Code of Federal Regulations. KDH must be notified in advance of any such cargoes. Failure to comply with the above policy may result in fines, penalties, and/or refusal to handle said cargo.



(F) OWNER'S RISK

Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidization, waste, decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for rust, tarnish, discoloration, breakage, leakage, chafing, and similar loss or damage that may occur despite accepted practices for the care of cargo.

Cargo on open ground is at owner's risk for loss or damage. This includes any and all goods within containers staged at the terminal.

Cleanup of refuse, breakage, wastage, or other "debris" associated with cargo shall be for the account, as applicable, of the shipper, vessel, owner, agent, or any other user. KDH reserves the right to clean debris at the shipper, vessel, owner, or other user's expense.

ITEM 1020

TERMS, COLLECTION, AND GUARANTEE OF CHARGES

(A) TERMS AND CONDITIONS OF PAYMENT

Vessels, their owners, agents, masters, and shippers or consignees of goods docking at or using the facility, agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this tariff. Rates, rules, and regulations of this tariff and liability for charges apply without regard to the provision of any bills of lading, charter-party agreement, third-party agreement, contract, or any other conflicting documents.

Use of facilities or services is conditioned upon satisfactory assurance that applicable charges will be paid when due. All charges are due and payable, in U.S. currency, as they accrue or on completion of service or use.

KDH may require payment of charges in advance, as follows:

- (1) By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.
- (2) By the cargo owner, shipper or consignee before cargo leaves the custody and control of the terminal for inbound shipments, and before outbound cargo is released from the custody and control of the terminal.
- (3) For all charges on perishable cargo or cargo of doubtful value and household goods.

Payment terms are cash unless customer, prior to the use of facilities or services, has established credit worthiness or has posted adequate security deemed acceptable by KDH and has thereby been relieved of cash payment requirements by KDH.



(B) DELINQUENCY CHARGES ON DELINQUENT INVOICES

Invoices covering charges in this tariff as issued by KDH are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of thirty (30) calendar days after date of invoice is delinquent and shall be subject to a delinquency charge. The delinquency charge is imposed on the total unpaid balance at a rate of one and one-half percent (1.5%) per month.

(C) COLLECTION OF DELINQUENT ACCOUNTS

(1) PAYMENT OF COSTS FOR COLLECTION OF DELINQUENT ACCOUNTS

Accounts which remain unpaid in whole or in part ninety (90) days or more from invoice date will be subject to an additional charge to cover the cost of collection as follows:

<u>When Amount Due Is:</u>	<u>Additional Charge Shall Be:</u>
\$0 to \$200.00	50% of amount due
\$201.00 and up	25% of amount due

(2) ATTORNEY'S FEES IN SUITS FOR COLLECTION

If KDH brings suit for collection of a delinquent account, the prevailing party shall be paid by the other party actual attorney's fees not to exceed 50% of the amount claimed in such suit.

(3) NON-SUFFICIENT FUNDS (NFS) CHECKS

There will be a \$50.00 per transaction fee charged on all checks returned by the bank for any reason of non-collection.

(D) MINIMUM CHARGES

A minimum fee of \$15.00 per occurrence of any one service line-item will apply unless approval otherwise by KDH.

**ITEM 1160
DOCUMENTATION / MANIFEST REQUIRED**

(A) VESSEL DOCKING REPORT

(See below)



2016 VESSEL DOCKING REPORT		INVOICE #:					
		VOYAGE #:					
		TERMINAL:					
VESSEL:		LOA:		BERTH:			
OWNER/LINE:		DRAFT:		ARRIVAL:			
CHARTERER/AGENT:		FUEL CAPACITY:		DEPART:			
VESSEL MASTER:		MAX CAPACITY:		FIRE PLAN:	SPILLPLAN:	HOTWORK?	
CATEGORY OF PORT CHARGES		PAYMENT BY		ESTIMATED CHARGE		PORT COMMENTS	
1. MOORAGE							
2. WHARFAGE							
3. STEVEDORING/LABOR/EQUIPMENT							
4. FUELING SURCHARGES							
5. UTILITY USAGE/DOCK MAINTENANCE							
6. WAREHOUSING/ STORAGE FEES							
7. PALLETS , SUPPLIES							
TOTAL ESTIMATED CHARGES:				\$0.00			
PORT CHARGES, LINE ITEM NO(s)		PAYMENT BY:		AUTHORIZED PARTY:		SIGNATURE:	
PORT CHARGES, LINE ITEM NO(s)		PAYMENT BY:		AUTHORIZED PARTY:		SIGNATURE:	
PORT CHARGES, LINE ITEM NO(s)		PAYMENT BY:		AUTHORIZED PARTY:		SIGNATURE:	
<p>The abovesigned hereby seeks the arrangement of a berth for the above-named vessel, attests to the accuracy of all information provided, and shall abide by all provisions set forth by the Regulations, Rules and Terms of the Terminal Tariff. The abovesigned accepts responsibility, on its own behalf, for payment of port charges listed as line items and as specified above. By signature, Terminal Management offers this as an agreement in good faith to intend to do business, and shall not be bound to agree to any subsequent changes in services requested or held held liable for compensation regarding any changes in the Estimated Charges as listed above.</p>							
SUMMARY OF VESSEL ACTIVITIES							
FROZEN TONS OFFLOADED (NMT):				TOTAL HOURS AT BERTH:			
FISHMEAL TONS OFFLOADED (NMT):				FUEL TAKEN (US GAL)/BARGE (FT):			
SUPPLIES OFFLOADED (NMT):				SUPPLIES BACKLOADED (NMT):			
FISHING GEAR OFFLOADED (NMT):				FISHING GEAR BACKLOADED (NMT):			
FISH OIL OFFLOADED (US GAL):				WATER USAGE (US GAL):			
TOTAL PALLETS USED:				GARBAGE (BINS/DUMSPTR):			
OTHER (ACTIVITY CODE):				OTHER (ACTIVITY CODE):			
OTHER (ACTIVITY CODE):				OTHER (ACTIVITY CODE):			
NOTES:							
<p>By signature, the vessel's master or authorized representative, attests to the accuracy of information listed above and agrees to furnish to Terminal Management complete copies of vessel's manifests showing the port of discharge and the weights or measurements of all freight loaded or discharged at the facilities listed above. Such manifests must also designate the basis weight or measurement of which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes", mates' receipts, or dock receipts containing all information as required above may be accepted.</p>							
DATE:		VESSEL MASTER:				SIGNATURE:	



(B) MANIFESTS REQUIRED

Owners, agents, operators, or masters of vessels must furnish a fully complete and accurate Vessel Docking Report to KDH prior to the departure of their vessel from the terminal.

Responsible parties must also furnish complete copy of manifests of cargo and/or statements of passengers loaded or discharged at terminal to KDH. In lieu of manifests, certified lists of copies of "boat notes", mates' receipts, or dock receipts containing all information as required above may be accepted.

**ITEM 1100
INSURANCE**

Rates named in this tariff do not include any insurance, except as provided for in individual items or sections of this tariff.

**ITEM 1200
LIMITS OF RESPONSIBILITY**

KDH will not be responsible for any loss, damage, or delay to merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.

Further, KDH shall not be liable for any loss, damage, or delay to merchandise, or any other injury which results from animals, insects, rodents or vermin; not from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike, or labor stoppage whether or not agents or the employees of KDH be involved; not from delay caused by adverse weather; delay caused by shortage of qualified labor, except to the extent that any of the aforesaid loss or damage results from negligent acts or omissions of KDH, its employees, or agents.



SECTION 2 – DEFINITIONS AND ABBREVIATIONS

ITEM 2100 DEFINITIONS

(A) BERTHING

Vessels arriving to or departing from wharves subject to this tariff must confirm arrangements with KDH staff in advance of intended ETA or ETD. In addition, vessels shall proceed doing so in a safe manner utilizing tugs and/or linesmen as necessary and shall proceed at a controlled speed sufficient to ensure the safety of the dock, the vessel, and any other vessels or resources moored at the berth.

(B) DELAY / DEMURRAGE

A charge assessed against cargo remaining in or on the terminal facility after loading operations has concluded, discharging vessel has departed, or free time has expired unless other arrangements have been made for storage.

(C) FREE TIME

The specific period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo from the vessel.

(D) HOUSEKEEPING

KDH reserves the right to maintain a safe, clean, and sanitary working environment for its wharf and warehouses. Vessels, owners, shippers, agents, or other responsible party shall be held responsible for any costs, fees, or penalties associated with the clean up of any garbage, waste, dunnage, or any other materials not properly disposed of.

(E) HANDLING

The charges made against vessels, their owners, or operators for physically moving cargo from the end of the ship's tackle to a designated point of rest (see Part (G) this item), or from point of rest to within reach of end of ship's tackle. It includes ordinary sorting, breaking down and stacking.

(F) LOAD LIMITS

Cargo shall be stacked or piled on piers or wharves so as to produce a uniform loading. At no time will product in excess of 1000 pounds per square foot be received by the wharf or terminal facility without prior approval by KDH.

(G) POINT OF REST

Point or place of rest is defined as that area on the terminal facility which is assigned by the terminal for the receipt of inbound cargo from the vessel, truck, container, or otherwise and from which inbound cargo may be delivered to the consignee; and that area which is assigned by the terminal for the receipt of outbound cargo from owners, shippers, or other responsible parties for storage or vessel loading.

**(H) STORAGE CYCLE**

Refers to the fixed duration of time for which all warehoused (stored) products accrue a minimum storage fee.

(I) UNITIZED CARGO

Means cargo secured to pallet or skids, or when the individual component shipping packages are banded or otherwise securely held together to form a single unit that has been prepared by the shipper and which can be handled with mechanical forklift equipment as one unit.

(J) VESSEL

The term "vessel" as used in this tariff means:

- (1) Any watercraft, barge, or raft that is presented for berthing, and
- (2) Reference to vessel includes, without exception, its owner, charter, agent, operator, and its employees.

ITEM 2110 ABBREVIATIONS

Cu ft	-Cubic Foot or Feet
Day	-Calendar Day
ETA	-Estimated Time of Arrival
ETD	-Estimated Time of Departure
Etc.	-Et Cetera (and so forth)
Ft	-Feet or Foot
Gal.	-Gallons
GMT	-Gross Metric Tons
Incl	-Inclusive
Kg	-Kilograms
Lbs	-Pounds
LOA	-Length-over-all
LT	-Long Ton
MARSEC	-U.S. Coast Guard Maritime Security
MH&E	-Man Hours and Equipment
Min	-Minimum
MT	-Metric Ton
MTSA	-Maritime Transportation Security Act
No.	-Number or Numbers
NMT	-Net Metric Tons
NOS	-Not Otherwise Specified
Period	-12 Hours or Less (unless otherwise specified in this tariff)
Pkg	-Package - Shipping Container
ST	-Short Ton
US	-United States
Wt.	-Weight
\$	-U.S. Currency



ITEM 2120 CONVERSION TABLE

When freight charges are computed by the vessel and shown on the manifest on the basis of weight, figures shall be converted to metric tons of 2,204.6, and when computed by the vessel and shown on the manifest on the basis of volume, figures shall be converted to US liquid gallons of 3.7854 liters, all measures using the conversion factors below:

Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.9072
Short Tons	Metric Tons	Metric Tons by 1.1023
Metric Tons	Long Tons	Long Tons by 1.0160
Long Tons	Metric Tons	Metric Tons by 0.9842
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Meters	Gallons	Gallons by 0.0038
Gallons	Cubic Meters	Cubic Meters by 264.1721
Cubic Feet	Gallons	Gallons by 0.1337
Gallons	Cubic Feet	Cubic Feet by 7.4805
Liters	Gallons	Gallons by 3.7854
Gallons	Liters	Liters by 0.2642

Equivalentents

- 1 kilogram - 2.2046 pounds
- 1 pound - 0.4536 kilograms
- 1 metric ton - 2204.6 pounds
- 1 short ton - 2000 pounds
- 1 long ton - 2240 pounds
- 1 cubic meter - 264.1721 gallons
- 1 cubic foot - 7.4805 gallons
- 1 liter – 0.2642 gallons
- 1 barrel - 42 gallons



SECTION THREE – SCHEDULE OF CHARGES

SECTION 3.1 – DOCKAGE

ITEM 3100

DOCKAGE – GENERAL INFORMATION

(A) DEFINITION

The charge assessed against vessels for berthing at a wharf, pier, piling structure, bulkhead structure, bank, or for mooring to a vessel so berthed.

(B) BASIS FOR COMPUTING CHARGES

Dockage charges are assessed upon length-over-all (LOA) of the vessel. Length-over-all is defined as the linear distance, in meters or feet, from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

Length-over-all of the vessel, as published in “Lloyd’s Register of Shipping,” will be used and when not published, the Port reserves the right to obtain the length-over-all from the vessel’s register or by measuring the vessel.

(C) DOCKAGE PERIOD - HOW CALCULATED

The period of time which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, and shall continue until such vessel lets go and has vacated the position allocated. All time is counted and no deductions are allowed because of weather or other conditions.

(D) CHARGES WHEN A VESSEL SHIFTS TO DIFFERENT BERTH

When a vessel is shifted directly from one position to another berth, the total time at such berths will be considered together when computing the dockage charge.

(E) VESSELS REQUIRED TO CHANGE OR VACATE BERTHS

KBDH reserves the right to order a vessel to shift its position at the wharf, to change berths, or to vacate berth at any time, whether vessel is working cargo or not, and regardless of other circumstances.

A vessel on notice to move which refuses to vacate will be assessed dockage at five times its applicable rate, starting at the time vessel is noticed to vacate. In addition, any vessel noticed to vacate and refusing or failing to do, so may be shifted or moved by tug or otherwise, and any expenses, damage to vessels or wharf during such removal will be charged to the vessel so moved.



ITEM 3110
DOCKAGE – FEES AND CHARGES

Dockage rates will be assessed as follows unless otherwise specified in this tariff. Rates are assessed in US dollars per 12-hour period or portion thereof:

<u>Length-over-all</u> <u>in Meters</u>		<u>Length-over-all</u> <u>in Feet</u>		<u>Charge per 12-hour Period</u> <u>Or Fraction Thereof</u>
<u>Over</u>	<u>But not over</u>	<u>Over</u>	<u>But not over</u>	
0	30	0	100	\$199
30	38	100	125	\$250
38	46	125	150	\$299
46	53	150	175	\$396
53	61	175	200	\$451
61	69	200	225	\$509
69	76	225	250	\$565
76	84	250	275	\$622
84	91	275	300	\$677
91	99	300	325	\$735
99	107	325	350	\$796
107	114	350	375	\$947
114	122	375	400	\$1,009
122	130	400	425	\$1,071
130	137	425	450	\$1,135
137	145	450	475	\$1,194
145	152	475	500	\$1,261
152	160	500	525	\$1,326
160	168	525	550	\$1,393
168	175	550	575	\$1,460
175	183	575	600	\$1,525
183	191	600	625	\$1,657
191	198	625	650	\$1,989
198	206	650	675	\$2,320
206	213	675	700	\$2,651
213	221	700	725	\$2,982
221	229	725	750	\$3,313
229	236	750	775	\$3,645
236	244	775	800	\$3,977
244	--	800	--	**

** For vessels exceeding 244 meters (or 800 feet), charge the rate for 244 meters (or 800 feet) plus \$4.53 for each .30 meters (or 1 foot) or portion thereof of length-over-all exceeding 244 meters (or 800 feet).



(G) DAMAGE TO DOCK / FENDER SYSTEM – PRE REPORTING

Vessels are responsible and will be invoiced for damages to any part of the KDH wharves during their occupancy at berth. Damages identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage, unless KDH is notified in writing by the vessel, its owner, or their agent of any pre-existing damage, prior to or at tie-up.

SECTION 3.2 – WHARFAGE

ITEM 3200

WHARFAGE – GENERAL INFORMATION

(A) DEFINITION

A charge assessed all cargo, including vessel stores, passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter or water), when berthed at a wharf, piling structure, pier, bulkhead structure or bank. Any vessels arriving to berth with passengers, whether revenue-generating or otherwise, shall be subject to wharfage charges assessed per-head for all passengers either embarking, disembarking, or onboard the vessel during arrival to berth. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

An allowance shall be made whereby no wharfage charges will be applied to any ship's equipment landed to the wharf for the purposes of unloading so long as it is returned onboard the same vessel which it came off and that the vessel did not vacate berth at any time the equipment was ashore, and that the equipment did not depart the wharf at any time while ashore.

(B) WHARFAGE ON DUNNAGE

Wharfage is charged on dunnage for ship's cargo, fuel handled over wharf, or materials loaded aboard the vessel for protection or preservation of commodities to be loaded elsewhere than at the terminal at which such material is taken aboard the vessel.

(C) WHARFAGE OVERSIDE

All cargo loaded or discharged overside a vessel, barge, lighter, or raft (including bulk liquids, fuels, or other) directly to or from another vessel, barge, lighter, raft, or to or from the water while vessel is berthed at wharf, shall be subject to wharfage charges.

(D) WHARFAGE ON TRANSSHIPMENTS

Wharfage on cargo which is transshipped to a vessel at the same terminal at which it is received from a vessel is assessed wharfage on the inbound movement and is not subject to outward wharfage. (See Exception)

Exception: Cargo which has been removed from wharf into warehouse or placed on monthly storage or on which a warehouse receipt is issued shall be subject to full outward wharfage.

**(F) WHARFAGE ON FREIGHT - WITHDRAWN**

When cargo is received for any purpose and is later withdrawn from the terminal, full wharfage charges shall be assessed.

**ITEM 3210
WHARFAGE – FEES AND CHARGES**

Wharfage rates will be assessed as follows unless otherwise specified in this tariff. Rates are in US dollars per net metric ton (1000kg) unless otherwise specified:

<u>Commodity</u>	<u>Charge per NMT Or Fraction Thereof</u>
All Cargo/Stores – NOS	\$5.25
<p>Note: When no specific commodity rate is named in this tariff, charges will be assessed on the NOS rate.</p>	
Bulk Commodities – Dry Products	\$5.25
Bulk Commodities – Liquid, Petroleum Products (per gallon)	\$0.025
Bulk Commodities – Liquid, Non-Petroleum Products (per gallon)	\$0.025
Passengers (per head)	\$5.00

SECTION 3.3 – STORAGE
**ITEM 3300
STORAGE – GENERAL INFORMATION**
(A) DEFINITION

Terminal storage is the service of providing warehousing or other terminal facilities for the storing of inbound or outbound cargo or gear, including closed or covered storage, open or ground storage, and refrigerated storage only after arrangement to do so has been made.



(B) STORAGE – DRY (REFRIGERATED)

Storage charges for refrigerated cargoes are billable in advance and assessed based upon the net metric tonnage (NMT) of the product received and computed based upon a seven (7) calendar day storage cycle accruing immediately upon placement in warehouse. A minimum charge of one (1) week's storage will be assessed to refrigerated cargoes held in warehouse within and/or for any duration of less than any one (1) weekly storage cycle.

An In/Out Fee, assessed upon receipt of product, will be applied to all refrigerated cargo placed in warehouse, regardless of duration stored, to accommodate handling of product from the designated point of rest to storage on inbound cargoes and from storage to the designated point of rest on outbound cargoes.

(C) STORAGE – DRY / COVERED (NON-REFRIGERATED)

Storage charges for cargo placed in dry warehouses or other covered spaces are billable in advance and assessed based upon the total square footage (sq.ft.) of the product received and computed based upon a calendar month rate accruing immediately upon placement in warehouse. A minimum charge of one (1) month's storage will be assessed to cargoes held in a covered warehouse for any period within and/or for any duration of less than any one (1) respective calendar month.

An In/Out Fee, assessed upon receipt of product, will be applied to all cargo placed in warehouse regardless of duration stored, to accommodate handling of product from the designated point of rest to storage on inbound cargoes and from storage to the designated point of rest on outbound cargoes.

(D) STORAGE – OPEN AREAS

Storage charges for cargo placed in open areas of the terminal or wharf are billable in advance and assessed based upon the total square footage (sq.ft.) of the product received and computed based upon a calendar month rate accruing immediately upon placement to designated open location. A minimum charge of one (1) month's storage will be assessed to cargoes held in a KDH yard or on KDH property for any period within and/or less than any one (1) respective calendar month.

An In/Out Fee, assessed upon receipt of product, will be applied to all cargo placed in designated terminal areas regardless of duration stored, to accommodate handling of product from the designated point of rest to storage on inbound cargoes and from storage to the designated point of rest on outbound cargoes.

(E) STORAGE - CONTAINERS

Storage charges for any ocean-going shipping containers stored at the terminal or on KDH property are billable in advance and assessed based upon each unit stored (20 foot / 40 foot) based upon a seven (7) calendar day storage cycle accruing immediately upon placement at KDH. A minimum charge of one (1) week's storage will be assessed to each container held at KDH within and/or for any duration of less than any one (1) weekly storage cycle. Storage charges are not to apply to containers staged at the terminal loading docks for the purpose of



actively loading cargo.

All costs associated with handling, moving, staging, stacking, and/or lashing of containers at the terminal will be to the sole account of the container owner. In addition, KDH may notify a container owner at any time that a container be shifted or removed from the terminal and, any owner refusing or failing to do so, may be shifted or moved by the terminal, and any expenses will be charged to the respective owner.

(F) CROSS DOCK FEE

Any cargo received by the terminal or transferred across the terminal from one carrier to another, and not otherwise subject to terminal storage fees of any kind, shall be assessed a Cross Dock Fee based upon the net metric tonnage (NMT) of cargo. The Cross Dock Fee is solely the charge for use of the terminal and does not include charges for any other service.

(G) LOADING DOCK FEE

All refrigerated cargo loaded to or from a truck, trailer, flatbed, or container and subject to the Refrigerated Storage In/Out Fee (or commensurate Cross Dock Fee) as detailed in Item 3310 of the KDH Terminal Tariff shall be assessed the loading dock fee. The Loading Dock Fee is solely the charge for use of the terminal and/or loading dock and does not include charges for any other service.



**ITEM 3310
STORAGE – FEES AND CHARGES**

Storage rates will be assessed as follows unless otherwise specified in this tariff. Rates are in US dollars:

<u>Refrigerated Storage</u>	<u>Charge per NMT Or Fraction Thereof</u>
Storage Fee (per 7-day storage cycle)	\$14.50
In / Out Fee	\$20.00
<u>Dry / Covered (non-refrigerated) Storage</u>	<u>Charge per Sq.Ft. Or Fraction Thereof</u>
Storage Fee (per calendar month)	\$1.00
In / Out Fee	\$0.25
<u>Open Areas Storage</u>	<u>Charge per Sq.Ft. Or Fraction Thereof</u>
Storage Fee (per calendar month)	\$0.36
In / Out Fee	\$0.25
Container Fee (per 7-day storage cycle)	\$25.00
<u>Other</u>	<u>Charge per NMT Or Fraction Thereof</u>
Cross Dock Fee	\$20.00
	<u>Per Truckload/ Container occurrence</u>
Loading Dock Fee	\$160.00

SECTION 3.4 – HANDLING / LABOR / EQUIPMENT HIRE

**ITEM 3400
HANDLING / LABOR / EQUIPMENT – GENERAL INFORMATION**

All handling services at the terminal are to be performed by KDH staff and equipment only. Handling services will be performed at the discretion and request of vessel, owner, agent, or other responsible party or as otherwise needed to ensure the timely movement of cargo to/from wharf at the discretion of KDH. Other labor and equipment needs outside the scope of handling as defined in this tariff (See Item 2100 - Part (E)) will be provided at the sole discretion and right of KDH based on request by vessel, owner, agent, or other responsible party or as otherwise deemed necessary by KDH.

**ITEM 3410****HANDLING / LABOR / EQUIPMENT – FEES AND CHARGES**

Handling services and other labor and equipment rates will be assessed based on hourly usage or fraction thereof. Equipment rates, unless otherwise specified in this tariff, are provided with an operator included (MH&E). Rates are in US dollars:

<u>Equipment / Labor Type</u>	<u>Charge per 1-Hour Period Or Fraction Thereof</u>
Wing Truck	\$180.00
Semi Truck	\$255.00
Small Flatbed	\$155.00
Large Flatbed	\$205.00
Forklift	\$140.00
Double Gas Forklift	\$155.00
Loader	\$195.00
Loader for Snow Removal	\$195.00
Bobcat	\$155.00
55 Ton Crane	\$320.00
200 Ton Crane	\$700.00
Container Handler	\$400.00
Mobile Light Tower (no operator)	\$110.00/day
Scissor Lift (no operator)	\$160.00/day
Articulating Lift (no operator)	\$500.00/day
Reach Forklift (no operator)	\$650.00/day
General Dockside Laborer	\$80.00
Dockside Tally Person	\$80.00
Dockside Supervisor/Gangboss	\$100.00
Vessel Crane Operator	\$90.00
Shop Labor	\$105.00
Refrigeration Maintenance Labor	\$120.00
Vessel Tie Up	\$925.00
Vessel Let Go	\$925.00
Parachute Slings (each)	\$8.00
FM Slings/Supersacks (each)	\$20.00
Pallet Covers (each)	\$1.50
Pallets	\$25.00
Shrink Wrap (per roll)	\$20.00
Terminal Shrink Wrap/Cover (per pallet unit)	\$3.50
Salt (per pound)	\$0.25



SECTION 3.5 – OTHER CHARGES

**ITEM 3510
FRESH WATER FOR VESSELS**

Arrangement to take fresh water onboard the vessel from the terminal or to use dockside must be made with KDH in advance of hookup. All connections or hookup to terminal water resources must only be performed with the approval of and by terminal staff. Terminal fire hydrants must never be used for the purpose of taking on of fresh water, either to vessel, barge, landside tanks, or other, and parties doing so will be fined a minimum of \$500.00 per day or occurrence in addition to any charges, fees, or penalties incurred by KDH plus 50%, with no exceptions.

Fresh water will be furnished as follows (rates in US dollars):

Hook-up Fee (includes first 1,000 gallons)	\$150.00
Each additional 1,000 gallons or fraction thereof	\$20.00

**ITEM 3520
FUEL FLOW FEE**

Unless otherwise specified by contract, charges will be assessed on outbound fuel as described in ITEM 3210 (wharfage).

**ITEM 3530
REFUSE REMOVAL / SOLID WASTE DISPOSAL**

Arrangement to dispose of refuse at the terminal or wharf must be made with KDH in advance of any materials being placed on dock or in terminal waste receptacles. Note, no wood, pallets, metal, heavy plastics such as crab line or poly totes, fish waste, chemical or food additives, or hazardous materials are allowed in dumpsters. Separate refuse bins can be made available upon request of vessel, operator, agent or other responsible party, for the disposal of such prohibited materials at the sole discretion of KDH and additional landfill and / or usage charges may be applied.

No refuse products of any kind may be left on the wharf or terminal property in any fashion outside of terminal provided waste receptacles and waste materials of any kind must never be bound inside of fishmeal “supersacks”, whether placed inside of terminal receptacles or otherwise. Failure to comply will result in a minimum \$500 penalty per occurrence in addition to any charges, fees, or penalties incurred by KDH plus 50%, with no exceptions.

Refuse disposal will be furnished as follows (rates in US dollars):

30 yard Dumpster (or fraction thereof)	\$1,150.00
4 yard Bin (or fraction thereof)	\$200.00



**ITEM 3540
SECURITY FEE**

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard regulation 33CFR105, KDH will assess all foreign flagged, ocean going vessels, their owners, operators, or agents a Security Fee based upon their daily usage of the terminal and wharf working areas unless otherwise specified by contract. At the sole discretion of KDH, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC operating levels mandated by the U.S. Department of Homeland Security.

Security Fees will be assessed in US dollars as follows:

Security Fee (per vessel/per hour)	\$200.00
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This tariff is issued by Kloosterboer Dutch Harbor LLC (hereinafter referred to as the "Warehouseman") and subject to the following terms and conditions:

SECTION 1 – DEFINITIONS

As used in this Warehouse Receipt or Contract and Rate Quotation (collectively and/or alternatively "warehouse receipt") the following terms have the following meanings:

- (a) STORER. The person, firm, corporation, or other entity for whom the GOODS described herein are stored and to whom this Warehouse Receipt is issued and anyone else claiming an interest in the GOODS
- (b) COMPANY. Kloosterboer Dutch Harbor LLC. As used in sections 9 and 10 hereof COMPANY includes officers, directors, employees and agents of the COMPANY while acting within the scope and course of their employment.
- (c) LOT. Unit or units of GOODS that are separately identified by the COMPANY.
- (d) ADVANCE. All sums due or claimed to be due to COMPANY from STORER or others relating to the GOODS regardless of the source, whether liquidated or not, including but not limited to loans, disbursements charges made for or on account of STORER or GOODS, necessary for preservation of GOODS or reasonably incurred in their sale pursuant to law.
- (e) GOODS. The personal property and/or any portion thereof which is describe herein and/or which COMPANY has agreed to receive and/or store pursuant to this Warehouse Reciept.

SECTION 2 – TENDER FOR STORAGE

- (a) All GOODS for storage shall be delivered at the warehouse properly marked and packed for handling.
- (b) STORER shall furnish at or prior to such delivery, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. Otherwise the GOODS may be stored in bulk or assorted lots in freezer, cooler or general storage at the discretion of the COMPANY and charges for such storage will be made at the applicable storage rate.
- (c) Receipt and delivery of all or any units of a LOT shall be made without subsequent sorting except by special arrangement and subject to a charge.
- (d) Company shall store and deliver GOODS only in the packages in which they are originally received unless otherwise agreed to in writing.
- (e) Unless STORER shall have given, at or prior to delivery of the GOODS, written instructions to the contrary, COMPANY, in its discretion, may comingle and store in bulk different lots of fungible GOODS, whether or not owned by the same STORER.
- (f) COMPANY shall not be responsible for segregating GOODS by production code date unless specifically agreed to in writing.
- (g) COMPANY shall not be responsible for normal product deterioration that results from extended or long term storage.

SECTION 3 – TERMINATION OF STORAGE

- (a) COMPANY may, upon written notice, as required by law, require the removal of the GOODS, or any portion thereof, from the warehouse upon the payment of all charges attributable to said GOODS within a stated period, not less than 30 days after such notification. If said, GOODS are not removed, COMPANY may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said GOODS.
- (b) If, in the opinion of COMPANY, GOODS may be about to deteriorate or decline in value to less than the amount of COMPANY's lien thereon, or may constitute a hazard to other property or to the warehouse or persons, the GOODS may be removed or disposed of by COMPANY as permitted by law. All charges related to said removal shall be paid by STORER.

SECTION 4 – STORAGE LOCATION

- (a) The GOODS shall be stored at COMPANY'S discretion at any one or more buildings at COMPANY's warehouse complex identified on the front side of this Warehouse Receipt. The identification of any specific location within COMPANY'S warehouse complex does not guarantee that the GOODS shall be stored therein.
- (b) Subject to any contrary written instructions given by STORER, COMPANY may, at any time, at its expense, and without notice to STORER, remove any GOODS from any room or area of the warehouse complex to any other room or area thereof.
- (c) Upon ten (10) days written notice to the STORER, COMPANY may, at its expense, remove the GOODS to any other warehouse complex operated by COMPANY.

SECTION 5 – STORAGE CHARGES

- (a) Storage charges commence upon the date that COMPANY accepts care, custody and control of the GOODS, regardless of unloading date or date warehouse receipt is issued.
- (b) Charges shall be applicable as set forth in the rate quotation or other document issued by COMPANY to STORER and/or in COMPANY's tariff.

SECTION 6 – HANDLING CHARGES

- (a) Unless otherwise specified or elected by COMPANY, handling charges cover only the ordinary labor and duties incidental to receiving and delivering unitized GOODS, as defined in the COMPANY's tariff, at the warehouse dock but do not include loading and unloading.
- (b) Unless otherwise specified, a charge in addition to the regular handling charges will be made for any works performed by the COMPANY other than specified in Section (a).
- (c) When GOODS are ordered out in quantities less than in which received, the COMPANY may make additional charge for each order or each item of an order.
- (d) Delivery by the COMPANY of less than all units of any LOT or of less than all the fungible GOODS stored for STORER shall be made without subsequent sorting except by special arrangement and may be subject to an additional charge.

SECTION 7 – TRANSFER OF TITLE; DELIVERY.

- (a) Instructions by STORER to transfer GOODS to the account of another are not effective until delivered to and accepted by COMPANY. Charges will be made for each such transfer and for any rehandling of GOODS deemed by COMPANY to be to be required thereby. COMPANY reserves the right not to deliver or transfer GOODS to or for the account of others except upon receipt of written instructions properly signed by STORER. Any transferee of the GOODS shall be bound by these Terms and Conditions.
- (b) COMPANY shall have a reasonable time to make delivery after GOODS are ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplace GOODS.



- (c) If COMPANY has exercised reasonable care and is unable, due to causes beyond its control to effect delivery before expiration of the current storage period, the GOODS will be subject to storage charges for each succeeding storage period.
- (d) All instructions and requests for delivery of GOODS or transfer of title are received subject to satisfaction of all charges, liens and security interests of COMPANY with respect to the GOODS whether for accrued charges or ADVANCES or otherwise.
- (e) COMPANY may require, as a condition precedent to delivery, a statement from STORER holding COMPANY harmless from claims of others asserting a superior right to STORER to possession of the GOODS. Nothing herein shall preclude COMPANY from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the GOODS. All costs, including attorneys fees, incurred by COMPANY relating in any way to COMPANY'S activities referred to in this SECTION 7 (e) shall be charged to STORER and shall, for purposes of Section 12 below, be considered "charges present or future with respect to such GOODS" and shall attach as a lien on the GOODS.

SECTION 8 – OTHER SERVICES AND CHARGES

- (a) Other services rendered in the interest of STORER of the GOODS are chargeable to STORER. Such services may include, but are not limited to, the following: furnishing of special warehouse space or material, repairing, cooping, sampling, weighing, restacking, inspecting, compiling stock statements, making collections, furnishing revenue stamps, reporting or recording marked weights or numbers, handling railroad expense bills, and handling shipments.
- (b) All ADVANCES are due and payable immediately. All charges are due and payable upon the date of invoice. All charges and ADVANCES not paid within 30 days from the due date are subject to an interest charge, from the date said charge or ADVANCE became due until paid, at the lesser of 1.5% per month or the maximum amount allowed by law.
- (c) STORER may, subject to insurance regulations and reasonable limitations inspect the GOODS when accompanied by an employee of COMPANY whose time is chargeable to STORER.
- (d) In the event of damage or threatened damage to the GOODS, STORER shall pay all reasonable and necessary costs of protecting and preserving the GOODS. When the costs of protecting and preserving stored property are attributable to more than one STORER, said cost shall be apportioned among all affected STORERS on a pro rata basis to be determined by the COMPANY.
- (e) Any additional costs incurred by COMPANY in unloading cars or trucks containing damaged GOODS are chargeable to STORER.
- (g) COMPANY shall not be responsible for demurrage charges or delays in loading or unloading unless such demurrage charge or delay was cause solely by COMPANY'S negligence.
- (h) All storage, handling and other services may be subject to minimum charges and all rates and charges for storage, handling and other services are subject to change without notice.
- (k) STORER agrees to pay COMPANY all costs and ADVANCES INCLUDING reasonable attorney's fees incurred by COMPANY in connection with the storage, handling and/or disposition of the GOODS, including without limitation, such costs. ADVANCES and/or fees relating to lawsuits (including Bankruptcy proceedings) involving in any way said GOODS and/or STORER'S performance under this agreement. All such costs, ADVANCES, and fees, for purposes of SECTION 12 below, shall constitute "charges present or future with respect to such GOODS".

SECTION 9 – LIABILITY AND LIMITATION OF DAMAGES

- (a) The responsibility of a warehouseman in the absence of written agreement is the reasonable care and diligence required by law. COMPANY will assume no responsibility for concealed damage, leakage, variation in weights, or for losses in weight by reason of defective or insufficient containers, whether occurring while goods are in storage or are being handled, nor for failure to detect or remedy same.
- (b) Perishable goods or goods which are susceptible to damage through temperature changes or other causes incident to general storage are accepted in general storage only at STORER'S risk for such damage as might result from general storage conditions. COMPANY shall not be required to store GOODS in a humidity controlled environment or be responsible for tempering GOODS.
- (c) All commodities of a very perishable nature are stored at STORER'S risk and shall be inspected at intervals each week by the STORER or his agent. Company will not assume any responsibility except for the maintenance of a given temperature, which will be stated at the time of storing.
- (d) **LIABILITY OF COMPANY FOR LOSS, DESTRUCTION ERRONEOUS DELIVERY OR DAMAGE TO GOODS SHALL IN NO CASE EXCEED THE LESSER OF: (1) \$8.00 PER CUBIC FOOT OR 50 CENTS PER POUND OF SAID LOST, DESTROYED, MISDELIVERED OR DAMAGED GOODS, (2) THE ACTUAL COST TO STORER OF REPLACING, OR REPRODUCING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO WAREHOUSE, OR (3) THE FAIR MARKET VALUE OF THE LOST, DAMAGED AND/OR DESTROYED GOODS ON THE DATE STORER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION. THE STORER AGREES THAT THE LIMITED REMEDY SET FORTH ABOVE SHALL BE ITS EXCLUSIVE REMEDY AGAINST COMPANY FOR ANY CLAIM OR CAUSE OF ACTION RELATING TO LOSS, DESTRUCTION, ERRONEOUS DELIVERY OR DAMAGE TO GOODS, INCLUDING, WITHOUT LIMITATION, INVENTORY SHORTAGE AND MYSTERIOUS DISAPPEARANCE CLAIMS (UNLESS STORER PROVES BY AFFIRMATIVE EVIDENCE THAT COMPANY CONVERTED THE GOODS TO ITS OWN USE; STORER HERBY WAIVES ANY RIGHTS TO RELY UPON ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW) AND THOSE CLAIMS RELATING TO PROCESSING BY COMPANY, AND IN NO EVENT SHALL THE STORER BE ENTITLED TO INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.**
- (e) **ALL CLAIMS AGAINST COMPANY, INCLUDING WITHOUT LIMITATION THOSE RELATING TO PROCESSING BY COMPANY, MUST BE PRESENTED BY THE STORER IN WRITING WITHIN 60 DAYS AFTER DISCOVERY COULD HAVE BEEN MADE BY INSPECTION BY THE STORER, AND NO ACTION MAY BE MAINTAINED AGAINST COMPANY UNLESS SUCH CLAIM IS MADE WITHIN 60 DAYS AFTER DISCOVERY AND ACTION IS COMMENCED WITHIN NINE MONTHS AFTER THE DATE THE WRITTEN CLAIM HAS BEEN MADE.**
- (f) By delivering goods to the warehouse, or delivering instructions to COMPANY regarding packaging of goods in the warehouse, the STORER thereof thereby warrants and represents to COMPANY that such goods are not adulterated or misbranded within the meaning of the Food, Drug and Cosmetic Act. If COMPANY in good faith accepts such goods and redelivers them and incurs any damage, loss, expense or liability arising from such acceptance or redelivery under the Food, Drug and Cosmetic Act or under any other law, order or regulation, STORER shall defend and indemnify COMPANY against the same, including attorney's fees.
- (g) COMPANY and STORER agree that COMPANY'S duty of care referred to in Section 9 (a) above does not extend to providing a sprinkler system at the warehouse complex or any portion thereof.



(h) UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY LOSS, DESTRUCTION, ERRONEOUS DELIVERY OR DAMAGE TO GOODS ARISING FROM OR RELATED IN ANY WAY TO ANY FORCE MAJEURE EVENT, INCLUDING WITHOUT LIMITATION ANY ACTS OF GOD, SUCH AS FLOOD, EARTHQUAKE, WINDSTORM, HURRICANE, BLIZZARD, TSUNAMI OR OTHER NATURAL DISASTER, AND FURTHER INCLUDING WITHOUT LIMITATION ANY WAR, INVASION, ACT OF FOREIGN ENEMIES, CIVIL WAR, REBELLION, INSURRECTION, MILITARY OR USURPED POWER, CONFISCATION, NATIONALIZATION, GOVERNMENT SANCTION BLOCKAGE, EMBARGO, LABOR DISPUTE, STRIKE OR LOCKOUT.

SECTION 10 – NOTICE OF CLAIM AND FILING OF SUIT

(a) COMPANY shall not be liable for any claim of any type whatsoever for loss and/or destruction of and/or damage of GOODS unless such claim is presented, in writing, within a reasonable time, not exceeding 60 days after STORER learns or, in the exercise of reasonable care, should have learned of such loss, destruction and/or damage.

(b) As a condition of precedent to making any claim and/or filing any suit, STORER shall provide COMPANY with a reasonable opportunity to inspect the GOODS which are the basis of STORER'S claim.

(c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST COMPANY WITH RESPECT TO THE GOODS UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN PARAGRAPH (a) OF THIS SECTION AND UNLESS STORER HAS PROVIDED WAREHOUSEMAN WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN PARAGRAPH (b) OF THIS SECTION AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER STORER LEARNS OR, IN THE EXERCISE OR REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO THE GOODS.

SECTION 11 – INSURANCE

GOODS are not insured by COMPANY and the storage rates do not include insurance on the GOODS (other than Warehouseman's Liability Coverage within the limitations of liability described above).

SECTION 12 – LIEN

COMPANY shall have a lien against the GOODS and on the proceeds thereof for all storage, handling, transportation (including demurrage and terminal charges), insurance, labor and other charges present or future with respect to the GOODS, ADVANCES or loans by the COMPANY in relation to the GOODS and for expenses necessary for preservation of the GOODS or reasonable incurred in their sale pursuant to law. COMPANY further claims a lien on the GOODS for all such charges, ADVANCES and expenses in respect to any other property stored by STORER in any warehouse owned or operated by COMPANY or its subsidiaries whenever located and whenever deposited and without regard to whether or not said other property is still in storage.

SECTION 13 – WAIVER – SEVERABILITY

(a) COMPANY'S failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance thereof and shall not constitute a waiver of estoppels to insist upon strict compliance with all other provisions of this Warehouse Receipt.

(b) In the event any section of this Warehouse Receipt or part thereof shall be declared invalid, illegal and/or unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way be affected or impaired thereby.

SECTION 14 – AUTHORITY

STORER represents and warrants that it either (i) is the lawful owner of the GOODS which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to enter into the agreement incorporated into this Warehouse Receipt. STORER agrees to notify all parties acquiring any interest in GOODS of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

SECTION 15 – NOTICES

All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to COMPANY at the address on the front hereof and to the STORER at its last known address. STORER is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section within five days of transmittal.

SECTION 16 – ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between COMPANY and STORER relating to the GOODS and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of COMPANY and STORER.