

RULE: 34.2 - RULES AND REGULATIONS

EFF: 01DEC2012

ITEM 1 NOTICE TO THE PUBLIC - This tariff, published and filed with the Federal Maritime Commission (FMC), Washington, D.C. 20573, after thirty (30) days public notice by the Terminal Operator and made effective is notice to the public, to shippers, consignees, and to carriers, or their agents that the rates, charges, rules and regulations apply to all traffic without specified notice, quotation to (except as hereinafter specified) or arrangement with shippers or carriers.

ITEM 2 TARIFF EFFECTIVE - The rates, charges, rules and regulations, additions, revisions, or supplements named in this tariff, apply to all cargo received at the port terminal facilities on or after the effective date filed at the FMC of additions, revisions of supplements thereto.

ITEM 3 APPLICATION OF RATES - Except as otherwise provided in individual items in this tariff:

- a. All rates and charges set forth in this tariff are expressed in U.S. Dollars.
- b. Commodity rates herein are specific and do not apply to analogous articles.
- c. Rates and charges in this tariff shall be on a weight or measurement basis whichever provides the greater revenue, unless otherwise specifically provided for in this tariff.
  1. When cargo is moving on a weight basis, it shall be on the actual gross weight, including packing, and shall be rated per ton or 2,000 lbs.
  2. When cargo is moving on a measurement basis, it shall include the three (3) greatest outside dimensions of each package, piece or other cargo unit as tendered by the shipper and shall be rated on a basis of 40 cu/ft.
- d. Packages containing different articles will be charged at the rate applicable to the highest rates articles in the package. Articles which have been combined or attached to each other will be charged at the rate applicable to the highest rated article of the combinations.
- e. Rates names herein are exclusive of Marine Insurance.
- f. Each package, bundle or piece of cargo must be plainly marked with the full name or initials of consignees and destination in full to insure proper delivery. The marks on packages must be compared with the shipping order if necessary, corrections made by the shipper or his representative. Old marks be removed or defaced.
- g. All cargo must be properly and sufficiently packed or protected to withstand damage due to normal handling in transit. If shippers elect to forward shipments not sufficiently packed or protected to withstand damage while handling in transit, the Terminal Operator will issue as cargo delivery receipt with the endorsement "Unprotected or "Insufficiently Packed or Protected, At Owner's Risks."

- h. All rates and charges published in this tariff apply only to cargo while in the custody of the port Terminal Operator and to cargo being discharged from or loaded onto a vessel by the Terminal Operator.

ITEM 4 APPLICATION OF TARIFF - Use of the port terminal facilities and services shall be deemed as acceptance of this tariff and the terms and conditions named herein.

ITEM 5 AMENDMENT OF TARIFF - Amendments or revisions to this tariff shall be made by the Board of Directors of Tinian Stevedores, Inc. in accordance with the requirements established by the Federal Maritime Commission.

ITEM 6 INTERPRETATION OF TARIFF - The provisions of this tariff and its application shall be interpreted and enforced by the General Manager or his authorized representative.

ITEM 7 ACCEPTANCE OF CARGO - The Terminal Operator may refuse to accept cargo for storage for which the facilities of the terminal or open storage are inadequate for proper storage. The Terminal Operator will not accept for storage frozen or chilled cargo when such storage facilities are not available or are inadequate. Written instruction from the carrier must be submitted to the General Manager as to disposition of such cargo before the same is discharged from the vessel or accepted for loading.

ITEM 8 RIGHT TO WITHHOLD DELIVERY OF CARGO - Right is reserved by the Terminal Operator to withhold delivery of cargo until all accrued terminal charges on delivery against such cargo have been paid.

ITEM 9 ADVANCED NOTICE FOR SERVICES TO BE PERFORMED - The General Manager or his authorized representative must be given twenty-four (24) hours advance notice, during normal working hours, prior to reporting time for stevedoring services, either orally or in writing. For services to be performed on Saturday, Sunday or Monday, notice must be given no later than 12 noon on the previous Friday.

ITEM 10 CLAIMS AND RESPONSIBILITY FOR LOSS OR DAMAGE - (Subject to Sub rule 34:2, Item 14 herein) claims to the Terminal Operator for loss or damage to freight or merchandise occurring while in the custody of the Terminal Operator, on its terminal property, must be filed in writing within three (3) months following the final delivery of such freight or merchandise from its terminal or property. The Terminal Operator will not be responsible for loss or damage caused by: fire, heating, leakage, evaporation, natural shrinkage, wastage nor decay, animals, rodents, moths, weevils or other insects; leakage or discharge from its fire protection system; breakdown of plant machinery or equipment dampness; floats, logs or piling required for breasting vessels away from wharves or piers; strikes or any persons in its employ or in the employ of others or from any consequences arising there from; insurrection; war or shortage of labor; insufficient notification; the elements or any cause unavoidable or beyond the Terminal Operator's control; concealed damage; spoilage of dry or refrigerated cargo; and in particular (but without

limitation) the Terminal Operator will not be responsible for damage by the elements to goods or property stored in open or unshed areas.

Claim for recovery of overcharges must be filed in writing with the Terminal Operator within three (3) months following the date of billing or payment date against which overcharge is claimed.

ITEM 11. RECEIPT OF NON-CONTAINERIZED OUTBOUND CARGO - Outbound cargo will be received by the Terminal Operator when such cargo is firmly booked with the carrier or its agent, properly marked as to cube, weight and consignee, no less than twelve (12) hours in advance of the scheduled arrival of the vessel on week days. Cargo booked for vessels departing during weekend will be received no later than five (5) hours before vessel departs and charges will be computed on Special Services basis for the account of the customer being serviced. Special Service request must be acknowledged and approved by the General Manager or Terminal Operator or its authorized representative.

ITEM 12. AVAILABILITY OF STEVEDORING AND HANDLING PERSONNEL - Stevedoring and Handling service will be provided by the Terminal Operator subject to availability of Longshoremen, Checkers and Equipment on first come first service basis.

ITEM 13. MISCELLANEOUS

1. No cargo will be received or issued without proper documentation and clearance from the carrier or its agents, customs and quarantine. No cargo will be received or issued until it is properly rechecked and accounted for in accordance with the procedures of accountability of the Terminal Operator.
2. Partial clearance of bills of lading will not be allowed.
3. The Terminal Operator's General Manager may demand cash in advance before any service can be rendered to or for any person, firm, or corporation who has a past due account with the Terminal Operator.
4. The Terminal Operator's pallets, tarpaulins and working gears are not to leave the Port area at any time without authorization of the General Manager or his authorized representatives.
5. Import cargo will be given free storage for a period of two hundred forty (240) hours or ten (10) days after the ship had departed, from Monday thru Friday including Saturdays, Sundays and Holidays.
6. Export cargo will be given seven (7) days after notice of firm booking and delivery including Saturdays, Sundays and Holidays. In the event that the vessel arrival is delayed after a specified ETA, demurrage charges will be assessed for the account of the carrier.
7. Explosive, guns and ammunitions, inflammables and hazardous cargo shall be allowed no free time at all and shall be subject to immediate removal from the wharf premises.
8. Livestock shall be allowed no free time and are only permitted to pass over the wharf subject to immediate loading or removal.
9. The refrigerated cargo shall be allowed no free time. Cargo by its inherent nature requires a presumption of immediate delivery upon discharge.

10. Salvage or offensive freight; salvaged freight in damaged or offensive condition of offensive freight of any nature may, at the option of the Terminal Operator be refused any free time on the wharf and shall be subject to immediate removal.
11. Provided Terminal Operator consents, delivery of cargo maybe made by the carrier from the end of the vessel's tackle directly to vehicle or other conveyance owned by or under the control of the consignee or his agent. Special arrangements must be made between the Terminal Operator and the Consignee before under the hook delivery will be made.
12. All operations required to complete stevedoring work in hatches on vessels shall be standard operation of the Terminal Operator and that all supervision will be accomplished by its personnel without interference by the carrier. The carrier may be present during operations and may recommend necessary changes to the Operations Supervisor.

ITEM 14. LIMITS OF LIABILITY - No provision contained in this tariff shall limit or relieve the Tinian Marine Stevedores, Inc. from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Tinian Marine Stevedores, Inc. from liability for its own negligence.

RULE 34.3 - RATES (I)

EFFECTIVE: 01DEC2011

STEVEDORING SERVICES

The Terminal Operator will provide stevedoring service to vessels without or with self-contained cargo handling gears loading and/or discharging at the terminal warehouse pier limited to the availability of stevedores; the following rates will be assessed on inbound and outbound cargo; and except as otherwise provided, rates apply per ton of 2,000 lbs (W) or of 40 cubic feet (M), whichever produces the greater revenue.