

Nassau Container Port Tariff Governing Terminal Facilities Version 1.6

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I. **Introduction**

- A. APD Limited (APD), as owner and operator of the Nassau Container Port, issues this Tariff governing use of its terminal facilities. APD was established to develop the Nassau Container Port, located at Arawak Cay, as well as the Gladstone Freight Terminal, in order to provide services to all international cargo users in the New Providence, Bahamas Area.
- B. Any reference to APD may include but not be limited to subsidiary, contracted and or licensed entities performing services with the authorization of APD. Nothing contained in this Tariff shall be construed as constituting any Licensee or service provider as the agent of APD and such Licensees and service providers shall be at all times independent contractors acting on their own behalf and shall have no power to contract for or bind APD in any respect.
- C. The rates, charges, rules and regulations, included in this Tariff apply to the Nassau Container Port, including all maritime services and facilities owned or provided by APD as indicated in Appendix A and as described below:
1. The Container Terminal (32.35 acres) includes areas operated directly by APD, the designated Common Terminal Operator and Private Terminal Operators. The Container Terminal is intended to primarily serve LOLO and RORO carriers engaged in international trade.
 2. The Breakbulk Terminal (9.62 acres) primarily serves those Bahamian owned RORO and Break Bulk carriers engaged in international trade. The terminal includes a 25,000 square foot warehouse which serves as a cargo transit shed. The terminal includes areas operated directly by APD, the designated Common Terminal Operator and Private Terminal Operators.
 3. The Bulk Terminal (7.35 acres) includes 800ft of bulkhead and 26ft of draft along the berth. The terminal will primarily handle aggregate, cement and bitumen materials which are stored in various material containment facilities. The terminal includes areas operated directly by APD and the designated Common Terminal Operator.
 4. And all other Port Lands comprising of 7.23 acres.
- D. Additional rates, charges, rules, and regulations applying to containers using the Gladstone Freight Terminal (15.0 acres), also owned and operated by APD and situated off Firetrail Road west on the northern side

of Gladstone Road, will be posted by APD. APD will also provide 30 days notice of any rate or fee changes at the Gladstone Freight Terminal.

II. Applicability and Effective Date

- A. This Tariff (including the Terms and Conditions and Rules and Regulations contained herein) is issued by APD under the authority of the Commonwealth of The Bahamas. It is effective as of July 30, 2015 until a revision is issued by APD.
- B. This Tariff applies to 1) all Customers and Users of the Nassau Container Port, 2) to their customers, including consignors and consignees with whom they have entered into any arrangement, and 3) to all other persons, firms, companies and ships, who enter into any relationship with APD, whether implied by law or otherwise.
- C. Except as otherwise specifically provided, this Tariff applies to all facilities and services performed at the Nassau Container Port, and as far as applicable, to all services performed by APD outside the Nassau Container Port.
- D. APD may at its discretion enter into confidential agreements with either current Users or future Users on terms that may vary substantially from those that are entailed herein, such terms shall be negotiated by and between APD and the User.

III. Abbreviations and Definitions

30 day notice: A formal notice described in the Port tariff and or APD Limited or Port announcement that a change in a previously published tariff rate or fee will take effect on a specific date, which effective date is 30 days from the initial date of notice. Notice is deemed to be provided at the time of publication on the NCP website.

APD: APD Limited, owner and operator of the Nassau Container Port, established to develop the Nassau Container Port and related facilities at Arawak Cay and Gladstone Freight Terminal.

Apron: The area immediately behind the bulkhead where cargo is loaded and discharged to and from the ship or other forms of ocean transportation.

Agent: Local representative who represents a consignee or vessel carrier or owner in The Bahamas – See also Steamship Agent.

Bahamas Family Island: An island within The Bahamas with the exception of Grand Bahama, Great Abaco, New Providence, and all cays and islands within 20 miles of New Providence.

Bahamas Family Island Transshipment Credit: A discount provided to International Cargo landed at the Nassau Container Port with a Bahamas Family Island as the final destination as described on the origin Carrier's bill of lading.

Boxes: See containers.

Breakbulk cargo: Non-containerized general cargo stored in boxes, bales, on pallets or other units to be loaded onto or discharged from ships or other forms of transportation. (See also: bulk and container.)

Bulk cargo: Loose cargo (dry or liquid) that is loaded (shoveled, scooped, forked, mechanically conveyed or pumped) in volume directly into or from a ship's hold; e.g., aggregates.

Cargo: The freight (goods, products) carried by a ship, barge, or truck.

Carrier: A person or entity engaged in the business of transporting goods or passengers (See also: ocean carrier.)

Consignment: A shipment of goods. The buyer of this shipment is called the consignee; the seller of the goods is called the consignor.

Consolidator: The person or firm that consolidates (combines) cargo from a number of shippers into a container that will deliver the goods to several buyers or consignees.

Container: A box made of aluminum, steel or fiberglass used to transport cargo by ship, rail, truck or barge. Common ISO dimensions are 20' x 8' x 8' (called a TEU or twenty-foot equivalent unit) or 40' x 8' x 8', called an FEU. Variations are collapsible containers, tank containers (for liquids), reefers (refrigerated containers) and "rag tops" (open-topped containers covered by a tarpaulin for cargo that sticks above the top of a closed box). In the container industry, containers are usually simply called boxes.

Container chassis: A piece of equipment specifically designed for the movement of containers by highway to and from container terminals.

Container crane: A crane operating along the berth and engaged in the discharge from and or loading of cargo onto ships.

Container terminal: A specialized facility where ocean container vessels dock to discharge and load containers.

Container yard: See Marshalling Yard.

Contaminated Cargo: Cargo that is so defined in the laws and regulations of The Bahamas or by the International Maritime Organization (IMO).

CTO: Common Terminal Operator provides terminal handling services to a carrier on behalf of APD. A CTO may also provide PTO services.

Customer: Includes any person who:

- (a) visits the Nassau Container Port;
- (b) is Owner or agent of goods delivered to, brought into or which come to be within the Nassau Container Port;
- (c) is Owner, master or crew member of or a ship which enters the Nassau Container Port;
- (d) enters into any contract, agreement or arrangement with APD in relation to the transport, storage or distribution of equipment and/or goods including (without limitation) exporters, importers, consignors and consignees thereof; or
- (e) by himself, his employees or agents avails himself or seeks to avail himself of any APD service.

- (f) Lessees, Contractual Licensees and Non- Contractual Licensees and Occupiers of Port facilities.

Customs: A department of the Government of the Commonwealth of The Bahamas charged with the assessment of Government import and or export taxes in accordance with the Customs Management Act. Customs personnel also work to prevent the importation of contraband.

Customs broker: This person prepares the needed documentation for importing goods (just as a freight forwarder does for exports). Performs duties related to documentation, cargo clearance, coordination of inland and ocean transportation, dockside inspection of cargo, etc. (Also known as a customhouse broker).

Day: Refers to a 24 hrs day. For all charges specified 'per day', day starts at midnight and charges apply per day or part thereof.

Dead Weight Tonnage (DWT): Maximum weight of a vessel including the

vessel, cargo and ballast.

Deck barge: Transports containers, heavy or oversize cargoes mounted to its top deck instead of inside a hold. Machinery, appliances, project cargoes and even recreational vehicles may move on deck barges.

Detention: A penalty fee assessed when Carriers equipment is not returned empty to the Port by the Consignee or their agent within the free time period.

Direct Delivery: Refers to containers that discharge from a vessel in the Port and are transported directly to the customer's place of business, prior to Custom's inspection.

Dock: (verb) - To bring in a vessel to tie up at a wharf /berth. (One parks a car, but docks a ship.) (noun) - A dock is a structure built along, or at an angle from, a navigable waterway so that vessels may lie alongside to receive or discharge cargo. Sometimes, the whole wharf is informally called a dock.

Dockage: A charge assessed against a vessel for the privilege of berthing or making fast to a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed, in accordance with the rates and charges hereinafter specified in this Tariff. Vessels moored or secured to a vessel or barge that is moored to the berth will be assessed a charge as if they were moored directly to the berth, pier, or bulkhead structure.

Draft: The depth of a loaded vessel in the water taken from the level of the waterline to the lowest point of the hull of the vessel; depth of water, or distance between the bottom of the ship and waterline.

Drayage: Transport by truck for short distances to take a container from a wharf or pier terminal to a warehouse.

Dredge: (noun) A waterborne machine that removes unwanted silt accumulations from the bottom of a waterway. (verb) The process of removing sediment from harbor or river bottoms for safety purposes and to allow for deeper vessels.

Dry bulk: Minerals, construction aggregates or grains stored in loose piles moving without mark or count. Examples are potash, industrial sands, and construction materials.

Duty: A government tax on imported merchandise.

Excise & Duty Paid Cargo: Goods which have been imported into the Bahamas and import duties and excise taxes have been paid to Bahamas Customs.

Extraordinary Port Fees: fees assessed by APD Limited without notice and which are not noted in the port tariff.

Fenders: The rubber or other protecting equipment on the outer edge of the wharf functions like the fenders on a car. They are there to absorb the shock of a ship as it docks at the wharf and to protect the structural pilings that actually support the wharf.

FCP: Freeport Container Port

Flat Rack or Flat Bed – Freight Equipment that is used in the transport of freight. The freight is loaded onto the top of the Flat Rack and or Flat Bed and must be strapped to the Freight Equipment prior to transport.

Free Time: The specific period during which cargo, including in-transit cargo, may occupy space assigned to it on terminal property free of wharf storage charges. Free Time commences the day following discharge from a vessel, or the day following the in-gate of a container into the Port. Free Time may also describe the time Carriers provide to the importer and or consignee to use the Carrier's freight equipment free of demurrage or detention charges.

Freight: Merchandise hauled by transportation lines.

Freight Equipment: The equipment used in the transport of cargo, break bulk, bulk and other materials shipped by transport carrier. The equipment may include but not be limited to containers, flat racks, flatbeds, rail pigs, cargo bins, secure cargo containers, tanks, chassis, low boys, open tops, vehicle racks, etc.

Freight forwarder: A person who prepares the documentation and coordinates the movement and storage of export cargoes. See also Customs house broker.

Freight Ton: As used in this Tariff, means 2,000 pounds or 40 cubic feet, unless otherwise specified.

Gate: See Port Gate.

GFT: Gladstone Freight Terminal

General cargo: Consists of both containerized and breakbulk goods, in contrast to bulk cargo. See: breakbulk, container, bulk, dry bulk).

Harbor: A port of haven where ships may anchor.

Hazardous Cargo or Dangerous Cargo: Refers to any material of hazardous nature or components as per the International Maritime Dangerous Goods (IMDG) Code issued by the International Maritime Organisation (IMO).

Hazardous Waste: Is a waste with properties that make it potentially dangerous or harmful to humans or the environment.

Heavy Equipment: Includes reach stackers, top loaders, cranes, forklifts, jockey trucks, tractor heads, straddle carriers, and other large commercial vehicles

Heavy Equipment Operator: Licensed and Certified operator of Heavy Equipment.

Heavy Lift: Very heavy cargoes that require specialized equipment to move the products to and from ship/truck/barge and terminals. This "heavy lift" machinery may be installed aboard a ship designed just for such transport. Shore cranes, floating cranes and lift trucks may also be adapted for such heavy lifts.

Interchange: Interchange point for trucks delivering and picking up containerized cargo is the location where one carrier delivers freight to another carrier. Interchange may also refer to the paperwork that becomes the chain of custody for the equipment and the cargo.

Inter-Island Ocean Carriers: Ships which are authorized by the Government of the Bahamas to transport Cargo between New Providence and all other Bahamian ports.

International Cargo: Goods that have arrived in The Bahamas and the excise, duty and or VAT are due to but have not been paid to Bahamas Customs.

ISO: International Organization for Standardization. Worldwide organization formed to promote development of standards to facilitate the international carriage and exchange of goods and services. Governs construction specifications for ISO containers.

Jockey truck (or mule): A tractor, usually unlicensed, for moving containers within a yard.

Landing fee: A charge assessed by a pier or wharf owner for use of the wharves, piers, bulkheads, or banks by all cargo passing or conveyed over, onto, or under wharves, piers, bulkheads, or banks or between vessels when berthed at a wharf, pier, bulkhead, or bank or when moored in slip adjacent to a wharf, pier, bulkhead, or bank.

LCL: The acronym for "less than container load." It refers to a partial container load that is usually consolidated with other goods to fill a container.

Length Overall (LOA): Linear measurement of a vessel from bow to stern.

Lift On-Lift Off (LO/LO): Cargo handling technique involving transfer of commodities to and from the ship using shore-side cranes or ship's gear.

LTL: Means a shipment that is "less than truckload". Cargoes from different sources are usually consolidated to save costs.

Long ton: A long ton equals 2240 pounds.

Longshoremen: Dock workers who load and unload ships, or perform administrative tasks associated with the loading or unloading of cargo.

Manifest: The ship captain's list of individual goods that make up the ship's cargo.

Marine surveyor: Person who inspects a ship's hull or its cargo for damage or quality.

Master: The officer in charge of the ship. "Captain" is a courtesy title often given to a master.

Marshaling yard: This is a container parking lot, or any open area where containers are stored in a precise order according to the ship loading plan. Container terminals may use a grounded or wheeled layout. If the cargo box is placed directly on the ground, it is called a grounded operation. If the box is on a chassis/trailer, it is a wheeled operation.

Mean low water (MLW): The average of all the low water heights observed.

Mean high water (MHW): The average of all the high water heights observed.

Mooring dolphin: A cluster of pilings to which a boat or barge ties up.

Motor ship (MS) or motor vessel (MV): A ship propelled by internal-combustion engines.

NCP: Nassau Container Port

Non-Cellular Vessel: Refers to a vessel without cell-guides below deck and/or specific container stowage positions on deck.

Non-Containerized Freight – Freight that is not loaded into a Container or onto a Flat Rack or Flat Bed (see definition for Container, Flat Rack and Flat Bed).

Non-Standard Cargo: includes but is not limited to cargo and freight equipment deemed by APD Limited to be any one of the following: heavy, oversized, out of gauge, non-dimensional, requiring special handling, or hazardous/dangerous.

Ocean carrier: Diesel-fueled or heavy-fueled vessels have replaced the old steamships of the past, although many people still refer to modern diesel ships as steamship vessels. Likewise, the person who represents the ship in port is still often called a steamship agent. (See: steamship agent)

Open Storage and/or Parking: See Marshalling Yard.

Operating port: At an operational port like the Nassau Container Port, several maritime operations are at work simultaneously. APD and Government Agencies provide various services to include port security, gate management, Government inspections and clearance, vessel scheduling, port maintenance, regulatory authority etc, Terminal Operators provide equipment and cargo operations support to both the Importer/Exporter and Vessel operator.

Over dimensional or Out of Gauge: Refers to cargo that projects beyond the normal length, width or height of a container or freight equipment, or to containers or freight equipment that are different from the normal length, width or height for standard sea containers or freight equipment specified by ISO.

Overtime Fee: A charge assessed by a service provider for services provided outside of established hours of service or operation.

Person: Any individual, firm, company, body corporate, government, state or state entity or any association or partnership (whether or not having separate legal personality) or any two or more of the foregoing.

Pier: A structure which juts out into a waterway from the shore, for mooring vessels and cargo handling. Sometimes called a finger pier.

Pilot: A licensed navigational guide with thorough knowledge of a particular section of a waterway whose occupation is to steer ships along a coast or into and out of a harbor. Local pilots board the ship to advise the captain and navigator of local navigation conditions (difficult currents; hidden wrecks, etc.).

Point of Rest: An area on the terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with terminal operations. The point of rest is the actual point at which the cargo is placed. All cargo must be placed at the designated point of rest.

Port: This term is used both for the harbor area where ships are docked and for the agency (port company or authority), which administers use of public wharves and port properties.

Port Gate: The primary gate that controls the access to and exit from the Nassau Container Port.

Project Cargo: Shipments of various sizes and types of pieces related to a defined project, such as a hotel resort development, road project, power generating station, etc.

PTO: Private Terminal Operator provides terminal handling services to a single carrier and or licensee.

Quay: A wharf or masonry structure that runs along a body of water..

Reefer: A container with refrigeration for transporting frozen or chilled foods (meat, ice cream, fruit, etc.)

Refrigeration or reefer units: The protective cooling of perishable freight by ice, liquid nitrogen, or mechanical devices

Re-Stow: The repositioning of a container to an alternative location on the vessel after it has been loaded onto the vessel; or the reconfiguration of cargo loaded on or in Freight Equipment.

Ro/Ro: Short for roll on/rolloff . A ro/ro ship is designed with ramps that can be lowered to the dock so cars, buses, trucks or other vehicles can drive into the belly of the ship, rather than be lifted aboard.

Security Fee: Charges to offset the cost of any security measures and security subcontractors that APD deems appropriate.

Severe Damage: Freight Equipment that has significant holes and or structural defects which inhibits the safe and secure transport of cargo or is unfit for its intended purpose.

Shipment: A quantity of goods or cargo that are shipped together on a single bill of lading or freight invoice.

Shipside Checker: The service of counting and comparing manifested cargo piece counts against cargo discharged from a vessel for the purpose of assessing port fees.

Short ton: A short ton equals 2,000 pounds. Lifting capacity and cargo measurements are designated in short tons.

Small Bahamian Shipping Company- For the purpose of this Tariff the term Small Bahamian Shipping Company shall mean a company:

1. that is one hundred percent (100%) beneficially owned by Bahamians; and
2. whether incorporated or unincorporated holds a current Bahamian business license; and
3. is engaged in the ocean transport of Cargo for home-trade voyages as defined under the Merchant Shipping Act 1976; or
4. is also engaged in the ocean transport of Cargo beyond home-trade voyages; and
5. operates a vessel with a valid vessel registration; and
6. meets or exceeds all Bahamas regulatory and insurance requirements pertaining to commercial vessels of similar class and specification operating in the Bahamas; and
7. utilizes vessels with specifications equal to or less than:-
 - (i) 80 meters in length overall (LOA) ;
 - (ii) 16 meters beam at the vessel's widest part ;
 - (iii) 4.5 meters draft fully laden, and
8. is designated by NCP as a Small Bahamian Shipping Company.

Spreader: a device for lifting containers by their corner posts. The spreader bar on a container crane is telescopic to allow lifting various length containers.

Steamship: Today, ships that transport cargo overseas are powered by diesel and heavy fuel instead of steam. Many people still use the term "steamship," but the more modern term for the service is "ocean carrier" and for the ship itself, "motor vessel."

Steamship or Carrier agent: The local representative who acts as a liaison among ship owners, local port companies or authorities, terminals and supply/service companies. An agent handles all details for getting the ship into port; having it unloaded and loaded; inspected and out to sea quickly. An agent arranges for pilots; tug services; stevedores; inspections, etc., as well as, seeing that a ship is supplied with food, water, mail, medical services, etc. A

steamship agency does not own the ship.

Steamship company: A business that owns ships that operate in international trade.

Steamship line: A steamship (ocean carrier) service running on a particular international route or within The Bahamas. Examples: Betty K Line, Crowley, G&G Shipping, MSC, etc.

Stevedores: Management companies that provide equipment and hire workers to transfer cargo between ships and docks. Stevedore companies may also serve as terminal operators. The laborers hired by the stevedoring firms are called stevedores or longshoremen.

Stevedoring: To load or unload the cargo of (a ship) or to engage in the process of loading or unloading such a vessel.

Storage Fee: A charge assessed by the Port, Warehouse or Terminal operator for the time that freight equipment or cargo remains in the Nassau Container Port or Gladstone Freight Terminal beyond an established free time period.

Stripping: The process of removing cargo from freight equipment.

Structural Defects: Those defects easily identifiable during the Port's customary freight equipment interchange process. For the purpose of this definition structural defects will include but not be limited to a) obvious holes in a container wall, door, floor or ceiling; b) an obvious bend in the frame of a piece of freight equipment; and c) the absence of significant and obvious components on a piece of freight equipment.

Stuffing: The process of packing a container with loose cargo prior to inland or ocean shipment.

Tariff: Schedule of charges, rates and rules of a transportation and or cargo handling company as listed in published industry tables.

Terminal: The place where cargo is handled, stored, processed is called a terminal.

Terminal operator: The company that operates cargo handling activities on a terminal . A terminal operator oversees handling, storing, and processing of cargo within a terminal and, the transferring of the cargo to and from the wharf, transit shed, and interchange gate, checking documents authorizing a

consignee's or carrier's agent to pick up cargo, overseeing the loading/unloading, etc.

Terminal Use: The use of terminal facilities for handling cargo movements by an ocean carrier, motor carrier, custom house broker, independent contractor, stevedore, freight forwarder, shipper, consignee, or any other terminal user, their agents and/or employees.

TEU: Twenty Foot Equivalent Unit

Ton: See Freight Ton.

Tractor-trailer: Some trucks are a solid unit, such as a van, but many have three main units. The front section where the driver sits is called the cab or the tractor (because it pulls a load). Cargo is loaded into the metal box (container), which is loaded onto the wheel base called a chassis or a trailer. These big trucks are often also called 18-wheelers.

Transit shed: The shed within a Port or facility designated by Customs designed to protect cargoes from weather damage, and used only for short-term storage. Transit sheds also serve to hold cargo that has not yet been cleared and or inspected by Customs.

Transshipment: The unloading of cargo at a port or point where it is then reloaded, sometimes into another mode of transportation, for transfer to a final destination.

Trucks: Heavy automotive vehicles used to transport cargo. In the maritime industry, cargo is often carried by tractor-trailers. The tractor is the front part of the vehicle, also called a cab. The trailer is the detachable wheeled chassis behind the tractor, on which containers or other cargoes are placed.

Tugboat: Strong v-hull shaped boat used for maneuvering ships into and out of port and to carry supplies. A large ship may be too powerful to pull up to the wharf on its own. It may cut power and let the tug nudge it in.

Twenty Foot Equivalent Unit (TEU): A unit of measurement equal to the space occupied by a standard ISO twenty foot container. Used in stating the capacity of container vessel or storage area. One 40 ft. Container is equal to two TEU's.

Used Equipment: Freight Equipment with evidence of wear & tear to include any one of or all of the following – dents, rust, minor holes, scrapes, or other damage which may result from the transport and handling of freight equipment.

User: An ocean carrier, motor carrier, custom house broker, independent contractor, stevedore, freight forwarder, shipper, consignee, Customer or other user of the terminal facilities, or their agents and/or employees.

VAT: Value Added Tax administered by the Central Revenue Authority or an entity designated by the Government of The Bahamas.

Vessel: A ship or large boat.

Vessel operator: A firm that owns or charters vessels for its service requirements, which are handled by their own offices or appointed agents at ports of call. Vessel operators also handle the operation of vessels on behalf of owners.

Warehouse: A place in which goods or merchandise is stored.

Way bill: The document used to identify the shipper and consignee, present the routing, describe the goods, present the applicable rate, show the weight of the shipment, and make other useful information notations.

Wharf: The place at which ships tie up to unload and load cargo.

IV. Rules and Regulations

A. Terms and Conditions of Use

1. The acceptance by the Customer of this Tariff may be express but even if not made expressly, acceptance will be implied from the Customer's use of the Nassau Container Port or Gladstone Freight Terminal or any service or facility provided therein. In particular, such acceptance shall be deemed to have been made in the event of the entry or delivery of any ship, person, goods or equipment into or onto the Nassau Container Port and/or the submission of any shipping or other similar documentation or the making of any other written or electronic notification or oral application to APD for entry to the Nassau Container Port or Gladstone Freight Terminal or for any service or the use of any facility by or on behalf of the Customer. Subject to any written agreement with APD to the contrary, these Terms and Conditions are the only terms on which APD is willing to enter into any legal relationships.
2. No terms or conditions which are at variance with this Tariff or which purport to exclude or restrict any right of which APD would have had the benefit in contract tort or by statute or which provides for any party other than APD to be indemnified against the consequences of

negligence or breach of duty, contract or statute by the party, its employees, agents or contractors shall apply unless expressly incorporated in any written contract with APD.

3. APD reserves the right to:
 - (a) appoint sub-contractors;
 - (b) suspend the provision of any service in the event of any breach of this Tariff by the Customer.

Provided that no liability shall attach to APD in consequence thereof and, in the case of APD declining to perform any work or service to the goods or equipment, the Customer shall, at its own expense, remove such goods or equipment from Nassau Container Port premises within 30 days of the said notice failing which APD may do so at the expense of the Customer. APD reserves the right to instruct the Customer to relocate the goods or equipment to an area of APD property designated by APD at any time during 30 day notice period.

B. Berth Assignments

1. APD has absolute discretion in the allocation of all berths, quays, plant, machinery, labour and storage space.
2. APD may from time to time issue further reasonable rules and regulations by notice in writing governing procedures to be followed in applying for berth assignments.
3. The berthing arrangements made by APD in respect of any ship may be notified to the ship's master in such manner as APD may think appropriate having regard to the circumstances. All arriving and departing ships shall be dealt with in the order determined by APD in its sole discretion and the Customer shall ensure that no ship shall berth, unberth or attempt to berth or unberth to or from any berth until approval thereto has been given by APD. The Customer shall be solely responsible for all ships berthing, unberthing, changing berths, approaching and leaving any berths and while alongside the berth. Ships shall at all such times be at the sole risk of the Customer.
4. While APD conducts periodic inspections of its facilities and berths APD makes no warranty or representation by allocating berths that any ship will not ground while approaching, leaving or resting at any berth, or that there are no obstructions on the sea-bed. It shall be the Customer's sole responsibility to satisfy himself in advance as to such matters including the suitability or fitness of any berth so allocated. The Customer may refuse a berth assignment if the Customer reasonably believes that unsafe berth conditions exist.

5. Upon prior request to APD, a berthing officer and mooring crew may be provided by APD to render assistance to any ship in making fast or casting off from the berths in the Nassau Container Port. Such berthing officer and mooring crew shall in rendering such assistance be deemed to be agents of the Customer, and such assistance shall be rendered at the direction and sole risk and liability of the Customer. APD accepts no responsibility in carrying out such instructions or for the sufficiency of such operations and the Customer shall be solely responsible for and shall indemnify APD against any loss or damage caused directly or indirectly by any act or omission of such berthing officer or mooring crew including, without limitation, loss or damage caused by negligence.
6. Except where otherwise agreed by APD, the supply of all gangways shall be the sole responsibility of the Customer provided that in all cases the Customer shall be fully responsible for ensuring the adequacy and proper use of all such gangways including their safety and illumination. In particular, the Customer shall ensure that gangways or any other means of access or egress from a ship do not obstruct the operations in the Nassau Container Port.
7. The Customer shall be solely responsible for any injury or damage to the Nassau Container Port and/or any property located therein (including without limitation all fendering or mooring bollards) arising directly or indirectly from the berthing, unberthing or mooring of its ships.
8. The Customer shall ensure that its ships shall immediately vacate any berth upon being requested to do so by APD and shall ensure that nothing shall be done which might immobilize the engine of any ship so that such ship is prevented from vacating its berth upon demand being made under this clause other than with the prior written approval of APD and only on such terms as are specified by APD and subject to all such information as may be required by APD in respect of the same being provided by the Customer to the satisfaction of APD. In the event that a ship fails or is for whatever reason unable to vacate its berth, APD shall, without prejudice to any other remedy or right which it may have, be entitled to charge the Customer for each day or part of a day until the ship shall have been completely removed and APD may, without limiting its other remedies and rights, take all such reasonable steps to ensure that the ship does so vacate its berth and the Customer shall indemnify APD against any costs, losses or expenses incurred in so doing.

9. The Customer shall ensure that during the period from completion of berthing of any ship until commencement of unberthing, its engines shall not be operated other than by turning gear, except as agreed in writing by APD. The Customer shall also ensure that during this period the ship shall not be moved by any means. The Customer shall indemnify APD from and against any loss, expense, damage or liability as a result of the operation of the engines of any ship while berthed whether such operation shall have been approved in advance by APD or otherwise.

C. Vessel Loading and Unloading

1. APD may from time to time issue further rules and regulations by notice in writing governing procedures to be followed in the navigation of vessels into and out of the Port, loading and unloading ships, embarkation, disembarkation and marshalling of passengers and crew, use of equipment serving ships, and in respect of all other operations in and access to the Nassau Container Port (or any part thereof) and the Customer shall comply with such rules and regulations.
2. The delivery of goods and equipment to the Nassau Container Port does not imply that such goods and equipment will be shipped. The acceptance or refusal of goods and equipment for shipment is the responsibility of the Owner of the ship concerned.

D. Dockage/Landing/Pilotage/Towage

1. The Customer shall be solely responsible for all dockage, landing and other charges levied or incurred as a result of use of APD's berths, piers and/or premises.
2. APD may, at any time (either prior to or after the berthing of any ship); require the Customer to provide security (or deposit) for the payments of all such monies. Notice of such requirement in a particular case may be validly given to any Agent appointed by the Customer. APD may require such Agent to provide such security (or deposit) personally in a form and amount satisfactory to APD and shall be entitled to hold the Customer in breach of his obligations if the Agent does not comply with APD's requirements.
3. Pilotage and tug services are the responsibility of the carrier and vessel captain, who must comply with the Port Authority Act & Regulations of The Bahamas. The Customer shall be solely liable for any loss or damage of any kind caused by the ship or by any fault of navigation of

the ship. All vessels must contact Nassau Pilot Services for any needed pilot and tug services.

4. The Customer shall fully indemnify and hold APD harmless against any and all loss, damage, costs or expense of any kind suffered or incurred by any other person and/or the Customer, his employees or agents arising out of or in connection with the pilotage, including without limitation, negligence or misconduct on the part of the pilot.

E. Vessel Stevedoring

1. APD reserves the right to control the loading, unloading and handling of all goods and equipment within the Nassau Container Port. The discharging and loading of ships shall be carried out exclusively by APD's stevedores or its subcontractors or licensees, and all handling, loading and unloading of vehicles and barges and handling or transferring of goods or equipment between any and all localities within the Nassau Container Port shall be performed by APD's personnel or its subcontractors or licensees, except with the prior written approval of APD and then on terms agreed by APD.
2. In loading or discharging goods and equipment, APD will furnish a checker or a foreman to supervise the operations. The number of APD's personnel or subcontractors required for the foregoing shall be at the sole discretion of APD.
3. No equipment may be brought into or used within the Nassau Container Port or Gladstone Freight Terminal without the prior written approval of APD and then on terms, including payment of charges, as set by APD.
4. Whenever a ship is loaded or discharged at the request of the Customer or upon the instruction of APD using ship's cranes, the Customer shall be responsible for payment of all landing fees, as established in this Tariff. At the sole discretion of APD, a discount may be provided for use of ship's gear when required for safety reasons. In any case, when using ship's gear, the customer shall supply a person competent in operating the equipment and such person shall be deemed to be the servant or agent of the Customer in the operation of the equipment. The Customer shall alone be responsible for all claims arising in connection with the operation of the equipment by the operator. The Customer shall indemnify APD against any loss or damage suffered by APD and any claim made by any other person against APD and/or the Customer or his employees or agents arising out of or in connection with any use of or operation of the equipment by such operator,

including without limitation claims arising from the negligence of such operator.

F. Insurance Requirements

1. The charges provided in this Tariff do not include insurance of any character.
2. Each stevedore, terminal operator or other business (Licensee), which is required by APD and or the Government of The Bahamas to hold a valid license to conduct business on the Nassau Container Port or Gladstone Freight Terminal, upon filing an application for said license, shall maintain the types and amounts of insurance as specified for the types of operations being conducted.
3. Unless otherwise authorized in writing by APD and prior to the commencement of work governed by a license (including the pre-staging of personnel and material), the Licensee shall obtain, at his/her own expense, insurance as specified below. The Licensee will ensure that the insurance obtained will extend protection to all contractors and sub-contractors engaged by the Licensee. As an alternative the Licensee may require all contractors and sub-contractors to obtain insurance consistent with the insurance being required of the Licensee.
4. The Licensee shall maintain the required insurance throughout the entire term of the license.
5. The Licensee will be held responsible for all deductibles and self insured retentions that may be contained in the licensee's insurance policies.
6. The Licensee shall provide APD with satisfactory evidence of the required insurance. Satisfactory evidence of insurance shall be forwarded to APD at the inception date of each policy and prior to commencement of activities on APD property, and shall include a provision to require the insurance carrier to give immediate and positive notice to APD in the event of cancellation or restriction of the insurance policy or policies. Any insurance policy shall require at least thirty (30) days prior written notice of cancellation to be given to APD.
7. The acceptance and/or approval of the Licensee's insurance shall not be construed as relieving the Licensee from any liability or obligation arising out of the work performed by the Licensee.

8. APD, its directors, officers and employees will be included as “Additional Insured” on all required policies.

9. Insurance Coverage - General Liability Insurance – Coverage shall include, as a minimum:

Premises Operations

Product and Completed Operations

Blanket Contractual Liability

Personal Injury Liability

Expanded Definition of Property Damage

Commercial Motor Insurance (Third Party Coverage) – Coverage,

as a minimum shall extend to:

Owned, Non-Owned and Hired Vehicles

Employers Liability – The Licensee shall obtain Employers’ Liability Insurance with limits of not less as specified below:

Stevedore’s Legal Liability – Coverage shall extend to the liability obligations of a stevedore for damage to vessels and their cargo while in the care, custody and control for the purpose of loading and discharging a vessel.

Terminal Operator’s Legal Liability – Coverage shall extend to the liability obligations of a terminal operator for damage to cargo while in the care, custody or control of the terminal operator for the purpose of storage.

Wharfinger’s Legal Liability – Coverage shall extend to the liability obligations of a wharfinger for damage to vessels and their cargo while in the care, custody or control of a wharf facility.

Pollution/Environmental Liability – Coverage shall extend to First Party Clean Up Costs and Third party Liability arising out of the storage, treatment, processing or transporting of hazardous materials.

Watercraft Liability – Coverage shall be provided with terms no less restrictive than those found in the standard “American Institute Hull Clauses” (June 2, 1977 edition). Coverage shall be maintained throughout the life of the contract and include, as a minimum:

Injury (including death) to any Person

Damage to Fixed or Movable Objects

Costs Associated with the Removal of Wrecked Vessels

Contractual Liability

10. Categories of Port Businesses and Required Insurance

A. Stevedores

General Liability - limit of \$10,000,000 per occurrence and in the aggregate.

Commercial Motor Insurance (Third Party Coverage)

1. In respect of any person (other than a passenger lawfully carried by reason of or in pursuance of a contract of employment)

a. In respect of Death of or Bodily Injury to any one person - \$125,000

b. In respect of a series of claims arising out of one event - \$500,000

2. In respect of any other person

a. In respect of Death of or Bodily Injury to any one person - \$2,500,000

b. In respect of a series of claims arising out of one event - \$30,000,000

Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Stevedore's Legal Liability – limit of \$25,000,000 per occurrence and in the aggregate.

Pollution/Environmental Liability – limit of \$25,000,000 per occurrence and in the aggregate.

B. Marine Terminal Operators

General Liability – limit of \$10,000,000 per occurrence and in the aggregate.

Commercial Motor Insurance (Third Party Coverage)

1. In respect of any person (other than a passenger lawfully carried by reason of or in pursuance of a contract of employment)

a. In respect of Death of or Bodily Injury to any one person - \$125,000

b. In respect of a series of claims arising out of one event - \$500,000

2. In respect of any other person

a. In respect of Death of or Bodily Injury to any one person - \$2,500,000

b. In respect of a series of claims arising out of one event - \$30,000,000

Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Terminal Operators Legal Liability – limit of \$25,000,000 per occurrence and in the aggregate.

Pollution/Environmental Liability – limit of \$25,000,000 per occurrence and in the aggregate.

C. Bulk Terminal Facility

General Liability – limit of \$10,000,000 per occurrence and in the aggregate.

Commercial Motor Insurance (Third Party Coverage)

- 1. In respect of any person (other than a passenger lawfully carried by reason of or in pursuance of a contract of employment)**
 - a. In respect of Death of or Bodily Injury to any one person - \$125,000
 - b. In respect of a series of claims arising out of one event - \$500,000
- 2. In respect of any other person**
 - a. In respect of Death of or Bodily Injury to any one person - \$2,500,000
 - b. In respect of a series of claims arising out of one event - \$30,000,000

Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Pollution/Environmental Liability – limit of \$25,000,000 per occurrence and in the aggregate.

D. Barge Bunkering and Lighterage Services

General Liability – limit of \$10,000,000 per occurrence and in the aggregate.

Commercial Motor Insurance (Third Party Coverage)

- 1. In respect of any person (other than a passenger lawfully carried by reason of or in pursuance of a contract of employment)**
 - a. In respect of Death of or Bodily Injury to any one person - \$125,000
 - b. In respect of a series of claims arising out of one event - \$500,000
- 2. In respect of any other person**
 - a. In respect of Death of or Bodily Injury to any one person - \$2,500,000
 - b. In respect of a series of claims arising out of one event - \$30,000,000

Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Pollution/Environmental Liability – limit of \$25,000,000 per occurrence and in the aggregate.

E. Line Handlers

General Liability – limit of \$10,000,000 per occurrence and in the aggregate.

Commercial Motor Insurance (Third Party Coverage)

- 1. In respect of any person (other than a passenger lawfully carried by reason of or in pursuance of a contract of employment)**
 - a. In respect of Death of or Bodily Injury to any one person - \$125,000
 - b. In respect of a series of claims arising out of one event - \$500,000
- 2. In respect of any other person**

- a. In respect of Death of or Bodily Injury to any one person - \$2,500,000
- b. In respect of a series of claims arising out of one event - \$30,000,000

Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Wharfingers Legal Liability – limit of \$25,000,000 per occurrence and in the aggregate.

F. Mobile Food, Merchandise and/or Service Vendors

General Liability – limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Commercial Motor Insurance (Third Party Coverage)

1. In respect of any person (other than a passenger lawfully carried by reason of or in pursuance of a contract of employment)

- a. In respect of Death of or Bodily Injury to any one person - \$125,000
- b. In respect of a series of claims arising out of one event - \$500,000

2. In respect of any other person

- a. In respect of Death of or Bodily Injury to any one person - \$2,500,000
- b. In respect of a series of claims arising out of one event - \$30,000,000

Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

G. Dangerous and Hazardous Cargo

- A. Articles of inflammable, radioactive, explosive or of an otherwise hazardous or dangerous nature, or of uncertain value, will not be governed by this Schedule or provided with terminal services except under advance arrangements with the management of APD and the terminal operator, with the permission of the appropriate agencies of the Commonwealth of The Bahamas, subject to applicable Governmental regulations.
- B. APD will follow established protocol provided by Government agencies regarding contaminated cargo. APD does not permit contaminated cargo to be landed at any APD facility. Any and all expenses associated with the handling, containment, disposing, legal, regulatory, administration and transport of cargo that has been secured, seized and or quarantined by local authorities will be for the account of the carrier and/or owner of the cargo. APD reserves the right to assess penalties on all parties involved in the handling, transport, documentation, administration or ownership of contaminated cargo that has landed at the Nassau Container Port.

- C. Users of terminal facilities shall use every reasonable means within the known state of the art to prevent damage to the ecology and environment. If, in the sole discretion of APD or appropriate terminal operator, a User is found to be damaging, or about to damage the ecology or environment, then APD may, in its sole discretion, request the User and all persons, parties and entities connected therewith, to cease and desist and/or to leave the premises and/or to repair the damage to the ecology or environment. APD reserves the right to repair any damage to the ecology or environment and bill all costs, expenses and fees to the offending User
- D. Spill (Release) Incidents: In the event there is a release (spill) of any Hazardous Material, Hazardous or Non Hazardous Waste it must be addressed immediately. In instances where it is determined by APD that the cleanup and removal efforts are not being undertaken in a timely and/or adequate manner or the Responsible Party (shipper, vessel operator, consignee or other User) cannot respond in a reasonable period of time, APD will initiate a corrective action plan. This plan may have APD acting as a first responder, to minimize the exposure or may coordinate a full response, which may include contracting a 3rd party responder and/or ordering resources. In all spill incidents not withstanding its origin, APD will conduct an assessment of the spill at a minimum charge of \$1,000. Additionally, the cost of any response and disposal following the assessment will be charged back to the Responsible Party, plus an administrative fee of 20%.

H. Removal of Abandoned/Objectionable Cargo

Subject to the provisions of the Customs Management Act, APD reserves the right to move abandoned cargo and/or equipment and dispose of such cargo after due notice as well as remove freight or other material which, in its judgment, is likely to damage other property, to another location at the risk and expense of the owner.

I. Equipment Rental

APD will operate and incorporate the cost of using the container cranes in its stevedoring fee at the Nassau Container Port. In cases where other equipment is available, and a Customer has a need for such equipment, subject to availability, APD may be willing to rent it. In those cases, the Customer shall be responsible for the operation and use of the equipment (including gangways) which may from time to time be provided by APD (whether for payment or otherwise) and it shall be the Customer's responsibility to ensure, prior to the use of such equipment, that it is safe and sufficient for the Customer's intended use. Such equipment shall be under the Customer's sole control, and APD shall not be liable for any

injury or damage caused, howsoever arising, during the period of the loan or rental. In the event of any seepage, spillage, discharge, adverse environmental impact or any incident whatsoever, the Customer shall immediately inform APD and take whatever steps are appropriate to limit the extent of such seepage, spillage, discharge, adverse environmental impact or incident and to mitigate the results thereof. The Customer shall indemnify APD in respect of all sanctions, civil or criminal, costs, losses and damages including indirect and consequential losses and legal costs incurred by APD on an indemnity basis, which arise from the incident.

J. Schedule of Holidays

Legal Holidays are defined to mean the following:

- New Year's Day
- Majority Rule Day
- Good Friday
- Easter
- Easter Monday
- Labour Day
- Whit Monday
- Independence Day
- Emancipation Day
- National Heroes' Day
- Christmas Day
- Boxing Day

APD recognizes the aforementioned as legal holidays. Customers or Users should contact specific terminals to determine if that terminal is open for business on such holidays.

K. Equipment Safety

- A. All port equipment, trucks and other vehicles operating in the Nassau Container Port must meet all safety requirements of the Road Traffic Act of the Commonwealth of The Bahamas, and must meet the manufacturer's standards. All port operators must assure that all their equipment, including tyres, wheel nuts, suspension, brakes, steering, lights and indicators, mirrors, etc., is in good working order.
- B. Heavy Equipment Operators must hold a valid Class C drivers license to operate Heavy Equipment within the Nassau Container Port and Gladstone Freight Terminal. The Operator's certification must be renewed annually. The Operator must be certified for each type of Heavy Equipment he operates on APD property.

- C. Heavy Equipment Operators exclusive of tractor trailer operators must obtain certification specific to the equipment operated. The Heavy Equipment Operator's certification must be kept current.
- D. APD reserves the right to reject any Container or Freight Equipment loaded beyond the safe and published capacity as noted on the Container or Freight Equipment. APD also reserves the right to assess additional fees for Re-stowing such loads.

L. Terminal not a public Thoroughfare

The APD facilities and terminals are not public thoroughfares and are the exclusive property and possession of APD. All persons entering thereon shall do so at their own risk and subject to the rules and regulations of APD. APD reserves the absolute right to deny access to or use of the facilities to any person. Permission to gain access to or to use the facilities must first be obtained from APD, which permission shall be granted for official port business only.

M. Removal of Refuse materials

Rubbish, refuse, debris or other similar materials or objects must, upon demand, be removed from the transit shed, apron, or other areas within the confines of an APD facility or terminal by the person or persons placing it there ("responsible party") or by the owners thereof; otherwise it will be removed at the expense of the owners or responsible party and subject to a minimum charge of \$1,000.00. No rubbish, refuse, debris or other similar materials, objects or substances of any kind shall be dumped overboard from vessels or wharves. APD reserves the right to determine the responsible party. APD will provide refuse collection and set the rules and/or guidelines for removal of refuse materials.

N. Freight Equipment Inspection

Prior to exiting the port the Heavy Equipment Operator must self-examine the Freight Equipment under their care, custody and control to determine if his Heavy Equipment and or the Freight Equipment are safe and road worthy. This examination must take place in NCP designated areas. If the Heavy Equipment Operator determines that the Freight Equipment is unsafe he is to advise NCP personnel immediately and reject the Freight Equipment.

The Nassau Container Port will perform a supplemental inspection of freight equipment in order to determine if the freight equipment has any Structural Defects. Following the inspection NCP's personnel will document the condition of the freight equipment. NCP's terminal operating system offers three conditions:

- a) No damage visible – new freight equipment with no evidence of wear & tear
- b) Used Equipment - Evidence of wear & tear to include any one of or all of the following (dents, rust, pinholes and scrapes)
- c) Severe Damage – significant holes and or structural damage

Should NCP identify severe damage to new freight equipment or used freight equipment the equipment owner will be notified. NCP personnel will only document what NCP believes to be Severe Damage. Nassau Container Port, Gladstone Freight Terminal, APD Limited, its employees and directors make no representation and provides no guarantee that freight equipment landed at or transported within the Nassau Container Port and or Gladstone Freight Terminal complies with either domestic or international regulations. All persons, Carriers, customers, shippers, importers, Government agencies, exporters and users of either of the Nassau Container Port and Gladstone Freight Terminal are advised that their use of freight equipment or any vehicle and or machinery is at their sole risk and responsibility.

Heavy Equipment entering NCP will be examined by APD personnel to determine whether such equipment passes a cursory examination. The examination will entail a visual inspection, as follows:

- a) Tractor Heads: headlights, front tire and rear tractor tires tread depth, whether or not fuel tank is secured;
- b) Chassis: whether owned by a Carrier or otherwise, brake lights, tire tread depth, chassis leg height, presence and condition of sand shoes, load locks,
- c) Dump Trucks: headlights, front and rear tires tread depth, brake lights, tailgate locks, whether fuel tank is secured.

If the Heavy Equipment passes all of the above inspected items it will be permitted entry into NCP. A failed inspection of any one item will require the item to be rectified in order to haul bulk material, an Ocean Carrier's container, flat rack, ISO tank or other such equipment used to transport cargo. NCP personnel will issue 2 copies of a Port Equipment Inspection form to the operator of such Heavy Equipment, which will identify whether the equipment has passed or failed.

Designating a Heavy Equipment as passing an inspection, by APD personnel is not verification on the part of APD Limited its employees, officers or directors of the road worthiness of any Heavy Equipment. The Customer with control over the Heavy Equipment remains responsible for ensuring that the equipment being operated is fit for purpose according to the manufacture's standards and the laws of the Commonwealth of The Bahamas.

V. Port Fees and Other Charges

A. Definitions

1. Port fees, vary by terminal, and may include but not be limited to landing fees, terminal handling fees, dockage and gate fees. Subject to any written agreement with APD to the contrary, Port fees will apply to all vessels docking at Nassau Container Port facilities and all cargo, including bulk material moving across its docks. The following Port fees may be adjusted as part of APD Limited's Tariff review:- landing fees, terminal handling fees, dockage and gate fees.
2. The Bahamas is an archipelago spanning 100,000 square miles with each inhabited island dependent on essential goods and services in order to sustain its populace. The Bahamas Family Islands lack the necessary port infrastructure to receive large ocean cargo carriers and therefore rely on smaller shallow draft cargo vessels to deliver their supplies and facilitate exports. APD provides international and domestic carriers landing International Cargo with a final destination of a Bahamas Family Island with a Bahamas Family Island Transshipment Credit. In addition, APD has established incentives for the Small Bahamian Shipping Companies which is intended to support the sustainability of the industry. Carriers calling at the Break Bulk Terminal may only apply for the Bahamas Family Island Transshipment Credit "or" the Small Bahamian Shipping Company incentive. A qualifying Carrier will not be provided with both incentives.
3. APD will also institute other fees and penalties for various services, in accordance with the operating policies and procedures at each of the Nassau Container Port facilities, such as dockage, vessel stevedoring charges (inclusive of crane and truck services), line handling fees, reefer charges, security fees, demurrage, storage fees, intraport transportation charges, hazardous material fees, spill remediation fees, Customs inspections within the Port, Customs XRay examination within the Port, etc. Port fees, other than landing (landing relating to Excise & Duty Paid Cargo and Cargo transshipped through NCP excluded), terminal handling (terminal handling relating to Excise & Duty Paid Cargo and Cargo transshipped through NCP excluded) gate and dockage, may be adjusted by APD Limited at any time with 30 days notice. APD will post such charges at its terminals 30 days in advance of any changes to a previously published tariff rate or fee.
4. APD reserves the right at its sole discretion to assess Extraordinary Port Fees on any Non-Standard Cargo, private vessels and vessels not engaged in regular weekly calls at NCP and or landed at or moved through a terminal within the Nassau Container Port. Persons desiring to land or move Non-Standard Cargo at

or through the Nassau Container Port should contact APD in advance for an assessment of the applicable Port Fees. For the purpose of this Section, “Non-Standard Cargo” includes but is not limited to cargo deemed by APD to be heavy, oversized, non-dimensional or out-of-gauge, requiring special handling and hazardous and or dangerous cargo.

5. The Nassau Container Port and Gladstone Freight Terminal hours of operation are posted on the Nassau Container Port website. APD will assess overtime charges for services performed outside of the port’s regular operating hours. Please refer to Appendix A for overtime charges.

B. Landing Fees

1. The Landing fee is the charge for the use of the Nassau Container Port wharves and piers. This charge is assessed to the carrier, vessel operator, or Agent.
2. Landing fees are assessed on all non-containerized cargo at all terminals in the Nassau Container Port. Please refer to Rate Schedule Appendix A for all charges. Non-containerized vehicles and rolling stock will be assessed a specific landing rate. Please refer to the rate schedule in Appendix A. Containers will be assessed Landing fees as described in Section V.C.
3. In all cases, a minimum landing fee of \$50 per vessel will be charged at the Breakbulk Terminal, including the RO/RO pier. A minimum landing fee of \$750 per vessel will be charged at the Bulk Terminal and a minimal landing fee of \$1,000 per vessel at the Container Terminal of the Nassau Container Port facility. Notwithstanding the above, in all instances Inter-Island Ocean Carriers and vessels operated by a Small Bahamian Shipping Company will be subject to a minimum landing fee of \$50 per vessel.
4. The same Landing fee will be charged for all trailers, containers or flat beds moving on RO/RO vessels, or other containerized cargo regardless of whether it is handled at the Breakbulk Terminal, Container Terminal or any of the other Port facilities (Cargo and Freight Equipment arriving on Inter-Island Ocean Carriers or transported by a Small Bahamian Shipping Company excluded). Accordingly, trailers handled on RO/RO vessels will incur landing fees as per the rate schedule in Appendix A.

5. Containerized cargo (including containers and trailers moving on RO/RO vessels handled through any pier at the Nassau Container Port) is subject to a landing fee per TEU.
6. The landing fee for loaded containers will be per TEU. Containers exceeding 40 ft in length will be subject to an additional charge per TEU. The landing fee will be assessed on imported loaded containers.
 7. The landing fee for empty containers will be per TEU. Containers exceeding 40 ft in length will be subject to an additional charge per TEU. The landing fee will be assessed on imported empty containers.

C. Stevedoring Fees

- 1 All containers discharged or loaded by cranes at Nassau Container Port will be handled by APD or its agent or a contracted party. Containers will be moved between the first point of rest on the apron area and the container yard by APD, the Nassau Container Port CTO or the appropriate PTO responsible for container handling in each designated yard area of the Nassau Container Port.

Containerized cargo (including containers and trailers moving on RO/RO vessels handled through any pier at the Nassau Container Port) is subject to a stevedoring fee per container as per rates in Appendix A. In addition, stevedoring fees for non-containerized cargo or vehicles discharged or loaded at the Nassau Container Port will be assessed as per the rates in Appendix A. Stevedoring fees will be adjusted as part of APD's Tariff review. APD will provide 30 day notice of any changes to a previously published tariff rate or fee.

APD may from time to time enter into arrangements with third party stevedoring service providers whose rates of service are outside of the scheduled fees listed within this Tariff.

The stevedoring fee for loaded containers will be per TEU. Containers exceeding 40 ft in length will be subject to an additional charge per TEU. The stevedoring fee will be assessed on imported loaded containers.

The stevedoring fee for empty containers will be per TEU. Containers exceeding 40 ft in length will be subject to an additional charge per TEU. The stevedoring fee will only be assessed on imported empty containers.

2. All containers discharged or loaded by cranes at the Nassau Container Port will be handled by APD or its agent or a contracted party. A Lift On/Lift Off (LO/LO) vessel stevedoring fee will be charged for all ISO standard containers discharged or lifted with a crane (includes use of one container crane and the labor involved in operating the crane). If available, a carrier can request use of a second crane, subject to payment of an additional minimum charge of \$800. Handling of Non-Standard Cargo is solely at APD's discretion. Any user proposing to move non-standard containers using APD cranes must contact APD to obtain the cost for such moves, which will include appropriate surcharges. A minimum of \$500 crane use fee may apply (Inter-Island Ocean Carriers and the Small Bahamian Shipping Company excluded).
3. A vessel stevedoring fee for all containers and trailers arriving by Roll On/Roll Off (RO/RO) vessel will be charged, to cover the freight handling equipment and operating costs for moving containers or trailers from the RO/RO vessel to the apron area in the berth.
4. The total stevedoring fee for Lift On/Lift Off Vessels per container will incorporate LO/LO stevedoring, and crane use fees. The total stevedoring fee for Roll On/Roll Off Vessels will incorporate RO/RO stevedoring fees. A minimum of a \$250 RORO and break bulk stevedoring fee will apply within the Container Terminal and apply to CTO stevedoring services within the Break Bulk Terminal (Inter-Island Ocean Carriers and the Small Bahamian Shipping Company excluded).
5. Containers received at the Container Terminal will be handled by APD or its Agent or a contracted party, except where carriers have entered into an agreement with APD to operate their own Heavy Equipment.

D. Terminal Handling Fees

1. Containers, trailers and non-containerized cargo to include vehicles and rolling stock handled by APD or its Agent or a contracted party will be subject to terminal handling fees charged to the steamship line, carrier or carrier's agent to cover the freight handling equipment and operating costs associated with moving containers, trailers and non-containerized cargo to include vehicles and rolling stock through the common terminal yard. Terminal Handling fees will be charged at the rates set by APD for all users of the common terminal area. Terminal Handling fees are described in Appendix A.

2. Containers will be moved from the first point of rest on the apron area and to the container yard by APD or its Agent or a contracted party or the appropriate PTO responsible for container handling in each designated yard area of the Nassau Container Port. Only APD or its Agent or a contracted party or a PTO designated to operate in the Nassau Container Port under agreement with APD will be allowed to handle container movements in the apron area or perform any other terminal handling services.
3. Terminal Handling fees will cover all operating and freight handling equipment costs for moving containers between the apron and the common terminal area, within the common terminal area, including positioning and repositioning of all containers in the common yard,
4. Terminal Handling fees apply to containers and non-containerized cargo moving through the common terminal yard and do not apply to containers and non-containerized cargo handled by a PTO. A throughput fee per TEU or per Freight Ton will be assessed for all containers, trailers and non-containerized cargo moving through a private terminal.
5. For trailers and containers landed at either the Breakbulk Terminal or Container Terminal, a transfer fee may be assessed to dray containers between the Break Bulk Terminal and the Container Terminal. Transfer or dray fees will also apply to any cargo transported by APD or its Agent or a contracted party and moving between the Breakbulk Terminal, the Bulk Terminal and the Container Terminal. Containers, trailers, non-containerized cargo, rolling stock and vehicles landed at the Break Bulk Terminal by a Foreign Operated International Carrier must be drayed to the Container Terminal for storage, Custom's processing and release. Please see Appendix A for applicable rates.
6. The Terminal Handling fees in effect at the Nassau Container Port are included in Appendix A: Terminal Handling fees will be adjusted as part of APD Limited's Tariff review. APD will post such charges at the Nassau Container Port and will also notify its users 30 days in advance of any rate or fee changes. APD may from time to time enter into arrangements with third party terminal handling service providers whose rates of service are outside of the scheduled fees listed within this Tariff.
7. APD reserves the right, upon failure of the proper party to move freight to a designated area, interchange point and/or point of rest, after notice, to move the freight to another location, at the risk and

expense of the owner of the freight or the carrier or person who has custody.

E. Port Gate Fees

1. APD will operate the Gates at the Nassau Container Port which will be the only access points for all cargo, rolling stock, and aggregates moving through the Nassau Container Port. The gate personnel will inspect all documentation for trucks, vehicles and containers moving cargo through the Nassau Container Port. Gate fees will be included in Appendix A and will be adjusted as part of APD Limited's Tariff review. APD will post such charges at the Nassau Container Port 30 days in advance of any previously published rate or fee changes.
2. All containers, chassis and trailers entering or leaving the Nassau Container Port, regardless of the berth or pier used, will utilize the container lanes of the Port's Gates.
3. Containers, chassis and trailers moving through the Nassau Container Port Gates will be subject to a Gate fee charged to the steamship line or carrier to cover the costs associated with the gate operation. The gate fee per container or trailer will be charged for each move into or out of the Nassau Container Port. The Nassau Container Port will assess a gate charge to each Carrier's chassis that arrives or departs the Nassau Container Port without a container or in an empty status. Chassis carrying Containers or other freight equipment that enter or depart the Nassau Container Port will not be assessed a single gate fee for each entry or departure. The gate fee per container, chassis and trailer will include the inspection of seals, credentials of driver, inspection of freight equipment, etc., a weighting fee, as well as generating the Equipment Interchange Report that establishes the responsibilities for the equipment interchange between carriers.
4. Bulk Material cargo originating at the Bulk Terminal and passing through the main Port Gate will not be assessed a main Port Gate fee. The Bulk terminal has individual gates designed to monitor bulk cargo types.
5. Requests for a late gate must be made by 2pm Monday through Friday (weekends and public holidays excluded). Notice of cancellation must be prior to the scheduled provision of service and received by the NCP gate interchange manager not later than 3pm Monday through Friday and 2pm on Saturday (public holidays excluded) in order to avoid the standard late gate charge.

F. Dockage

1. Dockage is the charge assessed on a vessel for berthing or making use of any of the dock space at the Nassau Container Port facilities. Dockage will be assessed against the vessel and is payable by its owner or operator based on Length-Over-All (LOA) of the vessel for the period the vessel remains on berth. The period of time that dockage shall be assessed commences when such a vessel is made fast to the wharf, pier, bulkhead, bank, or to another vessel so berthed, and shall continue until such vessel has completely vacated the berth.
2. As of the effective date of this Tariff, dockage will be assessed against the vessel on the basis of per lf./day with a minimum charge of \$100 per day. Dockage fees will be adjusted as part of APD Limited's Tariff review. APD will post such charges at the Nassau Container Port and will also notify its users 30 days in advance of any rate or fee changes APD will post such charges at its terminals and will also notify Users 30 days in advance of any rate or fee changes. Please refer to Appendix A for Port rates.
3. If a vessel remains on berth or moves to a different berth within the Nassau Container Port, charges will not be interrupted. Charges will be incurred per 24 hr. period and will not be prorated.
4. Charges for Inactive Status (not using the terminal for loading/unloading cargo) or Idle Status (prior to/or subsequent to loading/unloading) will be assessed by APD Limited at a minimum fee of \$150 per hour. In those cases, dockage charges will be incurred at the same rate as if cargo operations were underway. Furthermore, if a vessel remains at the berth 2 hours after the discharge of the last container or other cargo, an additional security charge of \$50 per hour will be added.
5. Dockage rates for vessels using the RO/RO platform or for any service vessels using the Nassau Container Port facilities will be the same.
6. Vessel Owners, operators and or agents that have requested a vessel berthing appointment and fail to provide APD with a minimum of 18 hrs notice of any change to the vessel schedule of greater than 2 hours may be assessed a \$250 dockage penalty; provided they have not been assessed a Standby Charge.

G. Line Handling Charges

Upon request, Line handling services will be provided by APD to any User. When APD provides line handling services, a line handling fee will apply every time a ship berths, unberths, or moves berth.

H. Other Miscellaneous Charges

1. Equipment Rental

Equipment, when available, will be rented in accordance with APD's policies. All rental charges will be computed on the basis of fifteen (15) minute increments, subject to the minimum charges listed in APD's rates, which will be subject to change based on APD's determination. APD will provide 30 days notice and post its new rates for equipment rental whenever changes are instituted. Except for container cranes at the Container Terminal, persons renting the equipment must furnish their own slings, etc. and be responsible for all rigging.

The stevedoring fee for containers at the Container Terminal includes the use of one container crane. A carrier may request use of a second crane, subject to payment of an additional charge to APD. If available, use of a second container crane for discharging and/or loading a vessel at the Container Terminal will be made available by APD. Please refer to the rate schedule in Appendix A. The container crane use fee includes all related equipment and labor costs. APD requires four (4) hours notice of any request to rent or to modify or cancel requests for rental of container crane equipment. If APD is not notified at least four (4) hours before scheduled use that the order is changed or canceled, the minimum charge will be assessed. Requests to use a second crane, changes or cancellations shall be directed to APD.

Downtime is when a crane or other piece of rental equipment is inoperable due solely to the failure of the equipment. Downtime will be deducted from the rental period and no charges assessed for those periods except in cases where only the minimum charge is applicable. Downtime does not alter the minimum charge. When, in the sole opinion of APD, rain, high wind or late vessel arrival interrupts the operation of rental equipment, no charge will be assessed for the period of interruption. However, when rental equipment is standing by while RoRo cargo is being discharged/loaded or the vessel's gear is being utilized, a standby charge per hour will be assessed as per the posted rates.

The available equipment, other than container cranes, will be supplied without an operator. The party renting the crane or other equipment (other than container cranes) must operate the equipment with a

qualified operator and must operate it within its rated capacity, said capacity to be ascertained from APD or terminal operator as appropriate before use. APD assumes no liability for claims, losses, costs or expenses by reason of property damage, personal injury or death, which may result from the use of the equipment or crane.

The renter or user shall indemnify and hold APD harmless against loss and liability for injury or damage to persons or property, including consequential damages suffered by equipment or crane users (with the exception of container cranes), arising from their use, except such injury or damage that may be caused by APD's own negligence.

APD requires a four (4) hour notice to request, modify or cancel requests for rental equipment. If APD is not notified at least four (4) hours before scheduled use that the order is to be changed or canceled, a minimum charge will be assessed. Requests, changes or cancellations of rental equipment orders shall be directed to APD at 242-323-7064.

2. Outside Equipment Use on APD Area

APD reserves the right in its discretion to prohibit outside vehicles or equipment from operating on any part of the Nassau Container Port or Gladstone Freight Terminal. For the purpose of this rule, equipment shall mean any mechanical device used to handle cargo within a Terminal and shall not include any vehicle, in good repair and in a safe operating condition, used solely to transport freight to or from the Terminal.

3. Fresh Water

Charges for fresh water delivered to vessels at piers or wharves shall be assessed as per the rates posted by APD.

4. Electric Plugs or Outlets for Refrigerated Containers

APD will provide electrical outlets for refrigerated containers at appropriate locations in the Container Terminal. APD will assess a usage fee per day for any refrigerated container that is connected to a Nassau Container Port reefer line. The monitoring of equipment is the responsibility of either the CTO or the PTO handling a carrier's containers. Where outlets are available, APD will provide electrical power to refrigerated containers. For any reefer containers or trailers being handled through the common terminal area, APD will assume

that that they are to be connected to an electric plug or outlet upon arrival in the terminal, unless specific instructions are received by APD no less than 4 hours in advance. APD will not be responsible for any damages caused by electrical outlet users, nor for repairs to the mechanical equipment of the container. APD also will not be responsible in the event of electrical failure. Electric plug charges will be subject to change based on APD's determination. APD will post such charges at the Nassau Container Port Administration Building 30 days in advance of any previously published tariff rate or fee changes.

5. Weighing Charges

APD does not presently weigh containers as part of the gate operation. On request, a truck-weighing service in the Nassau Container Port will be provided by APD and assessed as per the posted rates by APD.

6. Standby Charges

In consideration of the cost associated with calling Port personnel out to work a vessel the following charges are applicable. Standby charges will be assessed in cases where the Carrier has requested NCP to make available stevedoring and or terminal operating personnel and equipment at a specific date and time, and the Carrier's vessel arrives at the NCP berth 60 minutes or more after the scheduled time. The vessel is considered arrived when such vessel is made fast to the wharf, pier or bulkhead.

The Carrier must submit stevedoring and or terminal handling service requests to APD between the hours of 8am and 4pm Monday through Sunday and a minimum of 24 hours prior to said services being required. Requests for services are not considered confirmed until the Carrier has received an "Email Confirmation of Service" from the NCP Planning Department.

Amendments made by a Carrier or Carrier's agent to a stevedoring and or terminal handling service request within 18 hours of the service being required will be subject to standby penalty charges.

I. Free Time, Detention or Storage Charges

"Free time" is the specific period during which cargo or equipment, including in-transit cargo, may occupy space assigned to it on an APD facility free of Port penalty or storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel. A maximum of 7 Days of free time will apply to all import loaded containers, rolling stock, vehicles and equipment at APD facilities. Empty

freight equipment and freight equipment loaded for export will be provided with 10 Days of free time within the Nassau Container Port. Government imposed restrictions or conditions do not constitute a qualified exception to the maximum free days in effect at APD facilities. The free time period for loaded imports begin the day following discharge from the vessel. The free time for empties and exports begins the day the container in-gates into the NCP.

APD will assess a daily storage fee past the maximum free time to the carrier, vessel operator or carrier's agent, whenever cargo is not moved off the APD facilities before the free time allowance ends. The daily storage fee for storing a container at the Nassau Container Port will be \$20 per freight equipment type (\$50 per reefer). APD will also apply detention charges for failure to return equipment within the maximum Free Time. APD will assess storage fees to the Carrier, vessel operator or Carrier's agent up to a maximum of \$2000.00 per piece of Freight Equipment or Cargo and \$500.00 for Rolling Stock and vehicles. The Carrier, vessel operator or Carrier's agent should collect all storage fees which are due prior to releasing the Freight Equipment or Cargo to the consignee or the consignee's agent. In the event the storage fees due from Cargo or Freight Equipment exceed \$2000.00 and \$500.00 for Rolling Stock and vehicles APD will assume responsibility for the collection of all outstanding storage fees relating to the specific Freight Equipment or Cargo provided the Carrier, vessel operator or Carrier's agent present APD with accurate shipment information to include but not be limited to: full name of consignee, physical address, mailing address, a copy of all shipment documents to include bills of lading, invoices or bill of sale, phone contact, email contact and copies of all correspondence between the Carrier and the consignee relating to the outstanding storage fee. If Cargo or Freight Equipment Rolling Stock or vehicles are sent to Government Warehouse the Carrier, vessel operator or Carrier's agent will be responsible for paying APD any outstanding accrued storage charges up to a maximum of \$2,000.00 per piece of Freight Equipment or Cargo and \$500.00 for Rolling Stock and vehicles or any other amount as mutually agreed between APD and the Carrier, vessel operator or Carrier's agent. APD will not assume collection responsibility if in APD's sole determination the Carrier, vessel operator or Carrier's agent has not diligently pursued the collection of storage fees relating to the Cargo or Freight Equipment in question. Free time and storage fees in effect beyond allowed free time for various types of equipment and cargo will be posted at Nassau Container Port Administrative Building. APD will post such charges at its terminals 30 days in advance of any changes to a previously published tariff rate or fee. APD will not assess storage on a Commonwealth of The Bahamas National holiday.

APD will make available an Equipment Storage and Detention Management Program to all carriers and freight equipment owners operating at the Nassau Container Port and Gladstone Freight Terminal. Carriers and freight equipment owners who enter into an agreement may request that the port storage fees be assessed based on the terms of the Equipment Storage and Detention Management Program.

APD may assess a storage fee on bulk materials landed at the Nassau Container Port if the Bulk material remains in the Bulk Terminal for more than 10 days.

Please refer to Appendix A for storage and detention charges. APD will post such charges at the Nassau Container Port Administration Building and will also notify its users 30 days in advance of any rate or fee changes.

J. Security Fees

APD will determine, at its sole discretion, the security charges to be applied and the basis for such charges. The security fees will be assessed to all cargo entering the Nassau Container Port. APD may need to institute additional security charges in individual facilities. APD will post additional security charges in effect at all its facilities and reserves the right to institute surcharges or pass on additional security costs to facility users should circumstances warrant them.

VI. Billing Information to be Provided to APD and Payment for Charges

A. Billing Information and other Documentation to be Provided

1. All vessels, their owners and agents, and all other users of the APD facilities, shall furnish APD copies of inbound or outbound manifest or other documents in a form satisfactory to APD, or a full and correct statement, signed and certified to, showing weights or measurements of the various items to be discharged or loaded and the basis on which freight charges are assessed, 18 hours before arrival and upon departure of a vessel (for intra-Bahamas services 6 hours before arrival and upon departure of a vessel).
2. The vessel or its owner or agent shall, upon demand, before departure of a vessel, exhibit the enrollment or license of the vessel showing tonnage.

3. All delivery orders, sub-orders, shipping notes/advices, consignment notes, documents of title, cargo handling instructions and orders for any service provided by APD must be lodged with APD not less than 24 hours, or such shorter time as may be required in writing by APD before the services are required to be performed. Any order given verbally must be confirmed in writing within 24 hours. APD will exercise all reasonable dispatch in executing orders for its services but no responsibility whatsoever will be accepted by APD for any failure on its part or delay, which may arise in the execution of such orders.
4. A copy of the "International Ship Security Certificate" (SOLAS Part 2 Annex 1) shall be furnished to the APD Security Officer in accordance with the terms of the International Ship and Port Facility Security code (ISPS).

B. Payment for Charges

1. All charges published in this Tariff shall be due and payable upon presentation of an invoice by APD, except as hereinafter specified. The Customer or other person liable for APD's charges shall pay to APD in cash or as otherwise agreed in writing all sums immediately when due without deduction or deferment on account of any contra claim, counterclaim, or set off. In the event that any payment is not made as above, then APD shall be entitled immediately to recover from the Customer or other person liable for APD's charges, all sums then due to or levied by APD including any accrued interest and other charges properly levied in accordance with this Tariff and all losses arising to APD as a result of such non-payment.
3. Any User may apply for credit, which may be extended at the sole and absolute discretion of APD. Where credit is extended payment must be made within 15 calendar days of the invoice date.
4. Failure to pay credit accounts within fifteen (15) calendar days of invoice date shall result in cancellation of credit privileges and the reestablishment of cash terms. Cash terms will include and preferably be company or bank check or credit card. Credit card payments will be accepted subject to a 3% processing fee. Invoices not paid within thirty (30) calendar days of invoice date may be subject to a service charge of 15% per annum calculated for each day the invoice is past due.
5. In the event that for whatever reason any item on any invoice later appears to have been mistakenly charged, the balance of the invoice nonetheless remains due and payable with effect from its date of issue.

The 15-day credit period and APD's rights and remedies accordingly continue to accrue from the date of such original invoice whether or not it may subsequently be substituted, for accounting purposes, by a fresh or amended invoice.

6. Accounts referred to a collection agency are subject to a service charge, as determined by APD, and additional court costs if incurred. In addition to any other right recognized by law, APD reserves the right to suspend services to any Customer where any charge is outstanding after it becomes due and payable, until such time as such charge is paid in full.
7. Agents or representatives will be held fully responsible for all charges attributable to their action on behalf of their principals, in arranging services, facilities, equipment or other chargeable items, in accordance with the rates published in this Tariff.

C. Delinquent List

1. APD will maintain a Delinquent List of all accounts not paid within agreed credit terms and/or those accounts referred to a Collection Agency. APD further reserves the right to deny to anyone the use of any area within the Nassau Container Port and Gladstone Freight Terminal until all past due accounts are paid, and to apply any payment received against the oldest outstanding invoices.
2. Delinquent invoice amounts plus service charges that are determined to be payable may be deducted by APD from any credits and/or discounts due to the debtor by APD.
3. Where any account receivable is outstanding for more than fifteen (15) calendar days APD will withhold from the Customer all credit, discounts, subsidies, incentives, services, etc., whether or not related to the outstanding receivable, until such time as all receivables for the account are rendered current.
4. If the Customer shall go into Liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation) or if a petition shall be presented or an order made from any administrator or if a receiver, administrative receiver or manager shall be appointed over any part of the assets or undertaking of the Customer or (being an individual) the Customer shall become bankrupt or make any composition or arrangement with its creditors, then APD shall be entitled to immediately recover from the Customer or any other person liable for APD's charges (notwithstanding that the periods stated above or any period of credit extended to the Customer

may not have expired) all sums then due to APD (including any accrued interest and other charges properly levied in accordance with this Tariff) and all losses arising to APD as a result of such circumstances. Any goods on which charges have not been collected within 90 days shall be considered abandoned goods. APD reserves the right to remove any or all such property to another part of the Nassau Container Port or Gladstone Freight Terminal, or remove it and place it in storage outside such Port and Terminal at the risk and expense of the Customer. APD will retain possession of the property until all charges have been paid. APD has the right to dispose of the property at its discretion and shall not be accountable to the Customer, Shipper, Consignee or title holder in any way whatsoever for any loss or perceived loss.

D. Late Documentation

Failure or refusal to submit the required manifests or cargo information prior to arrival or departure will result in a fine (of up to \$1,000 to be determined by APD and assessed per business day), the possible denial of berthing services, and withdrawal of APD credit privileges. In addition, an invoice may be issued for landing, which will be payable in full and non-refundable, based on the net registered tonnage of the vessel according to the Lloyd's Register of Shipping and its supplements. APD reserves the right to audit all summaries against manifests, bills of lading and other supporting documents and use such audits as a basis for charges.

a. Late or Incomplete Documentation Service Fee

A minimum service fee of \$50.00 per change to documentation will be assessed for incomplete, incorrect, non-certified or late submission of documentation required by APD or for the calculation or verification of Port charges. This service fee shall be assessed in addition to all other charges imposed by this Tariff.

b. Returned Check Service Fee

APD does not accept personal checks. A service fee of \$50 will be assessed for the collection of a dishonored check, draft, or other order for the payment of money to APD, in accordance with the rate structure established by APD and posted in the Nassau Container Port. This service fee of \$50.00 shall be in addition to all other charges imposed by this Tariff.

VII. Jurisdiction, Liability and Other Legal Clauses

A. Jurisdiction Rule

The Nassau Container Port is a private port by Agreement with the Government of the Commonwealth of The Bahamas. Under this Agreement, APD has responsibilities, privileges and powers, including but not limited to the power to levy, charge and collect fees and other charges for the use of the Port and the facilities therein.

APD has assumed the privileges, powers, obligations and liabilities with respect to maintenance, development and administrative control of its facilities. The Nassau Container Port is the only Port of Entry for International sea-borne cargoes (excluding bulk cement and sand) brought into or taken out of New Providence.

Approval from Bahamas Government Authorities and approval (in writing) from APD must first be obtained for discharging, loading and/or the transshipment of cargoes (excluding bulk cement and Bahamas origin sand) from and to vessels in any area within New Providence other than the Nassau Container Port. Vessels permitted to discharge/load/transship international break bulk and containerized goods in areas within New Providence other than the Nassau Container Port will be subject to all applicable charges as per this Tariff.

Any claim of whatever nature arising out of or relating to this Tariff or breach thereof shall be governed by the laws of the Commonwealth of The Bahamas. All claims or disputes shall be subject to the jurisdiction of the Courts of the Commonwealth of The Bahamas or, at APD's sole option either (a) to the jurisdiction of the Courts of the country of the principal domicile of the Customer, or (b) to the jurisdiction of the Courts of the country in which any ship or other asset (including a bank account) of the Customer is or might at the instigation of APD be detained or frozen.

B. Liability Rule

APD shall be exempt from all liability whatsoever (including without limitation, liability based upon negligence or breach of warranty) for deficiency, loss, damage, or misdelivery of or to goods and/or equipment and/or a ship however or whenever caused except upon proof by the Customer that the deficiency, loss, damage or misdelivery was caused by the gross negligence, fraud or willful misconduct of APD or its employees.

APD shall be under no liability whatsoever (including without limitation based upon negligence or breach of warranty) for loss or misdelivery of or damage to a ship and/or goods and/or equipment or any deficiency therein if the same arises out of or is caused by any of the following:

- (a) Act of God, storm, hurricane, tempest or flood

- (b) fire (including steps taken for the extinguishment thereof), explosion, smoke
- (c) strikes, combinations, lock-outs, go-slows or other industrial action (whether lawful or not) by any person or anything done in the course of furtherance of a trade dispute
- (d) improper, insufficient, indistinct or erroneous marking or addressing of goods or equipment
- (e) improper or insufficient packaging of goods or equipment
- (f) any inherent vice or quality of goods or equipment
- (g) any act of APD, its employees or agents reasonably necessary for the safety or preservation of persons, property, the Nassau Container Port and the Gladstone Freight Terminal or any part thereof, a ship and/ or any cargo thereat or thereon
- (h) vermin, insects, fungal attack, rot or corrosion
- (i) heat or cold
- (j) any act deliberately or otherwise occasioned by third parties present in the Nassau Container Port or the Gladstone Freight Terminal with or without the permission of APD
- (k) breakdown, failure or malfunction of equipment, cranes or like machinery
- (l) any act directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- (m) any act of any person or persons acting on behalf of any organization with activities directed towards the overthrow by force of any de jure or de facto government
- (n) shortage of berthing space, labour, plant deficiency, fuel or power or secure covered storage accommodation
- (o) impact by ship, aircraft or objects dropped or falling therefrom
- (p) the total or partial failure of any electronic services or systems offered at any time by APD including the total or partial failure of any communication links with those services or systems
- (q) voluntary use of a grounding berth
- (r) other than for gross negligence for human error on the part of APD, its employees, agents or independent contractors in inputting any information into any electronic service or system operated or managed by APD, its employees or independent contractors.
- (s) any other cause outside the reasonable control of APD
- (t) the unsafe condition of any berth and/ or the approaches thereto (whether such unsafe condition existed by reason of insufficient depth of water, inadequate navigational aids, erroneous markings or any other cause not arising from fraud or willful misconduct on the part of APD or its employees)
- (u) navigational aid being out of position due to maintenance or any other reason

(v) obstructions floating within the waterways or Nassau Container Port.

APD shall be under no liability whatsoever for loss or misdelivery of or damage to a ship and /or goods and /or equipment or any deficiency therein if the same arises out of or is caused by insufficient depth of water in the channel and turning basin or other waterways within the APD Area unless caused by gross negligence of APD.

APD shall be under no liability whatsoever for any delay (including delay to a ship) or the consequences thereof or in any event for the loss of any market profit or other consequential or indirect loss.

Subject always to the limitations and exclusions of liability contained herein, the maximum liability of APD for any loss, damage, claim, cost and/or expense in respect of any one event or occurrence shall be the lowest of the following as may be applicable:

(a) The market value of the property to which the claim relates at the time of the damage or loss; or

(b) The cost of repairing the damage; or

(c) In the case of loss or damage to:-

(i) Goods: the sum of (\$2,000.00) per freight tonne of 1,000 kilos (or per cubic meter if the sea freight charges for the item lost or damaged fail to be assessed at the rate per cubic meter),

(ii) Equipment: the sum of (\$3,000.00) per unit

(iii) Ship: the value of that part or parts of the ship to which the claim relates at the time of the damage or loss, and/or the cost of repairs (as agreed between surveyors appointed by APD and the Customer).

(d) Personal injury or death, the sum of \$1 Million

Provided that the maximum liability of APD shall in no event exceed the sum of (\$4,500,000.00) for loss or damage resulting from or otherwise arising out of any one event or occurrence, regardless of whether there shall be one or more claimants and irrespective of the nature or ground of the claim(s).

In the event of any claim being made against APD arising from any damage to any goods, equipment or ship, APD shall be given a reasonable opportunity to inspect such damage.

All claims whether under this Tariff or otherwise, made by any Customer against APD shall be notified in writing with full particulars to APD within a period of (60) days from the date on which the subject matter of any such claim arose and in the absence of such notification with full particulars within the aforesaid period, any entitlement of the Customer to bring any such claim against APD shall thereupon cease.

APD shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which APD has undertaken to provide unless suit be brought and written notice thereof given to APD within 12 months from the date of the event or occurrences alleged to give rise to a cause of action against APD.

Subject to and in accordance with the provisions of the Customs Management Act of the Commonwealth of The Bahamas, APD shall have the following powers in respect of goods and equipment placed or left within the Nassau Container Port or Gladstone Freight Terminal:

- (a) the power to immediately remove goods and equipment in the case of a hazard or other emergency (and to dispose of such goods and equipment when necessary) without notice;
- (b) the power generally to remove, dispose of or sell goods and equipment on reasonable notice to the Customer (the length of such notice to be determined by APD on a case by case basis). Any such sale to be on the basis of the best offer immediately available, which may or may not amount to as much as the Customer (or any other person interested) may believe the goods and equipment to be worth in any specialist market place.

This Tariff and in particular the limitations on liability herein provided for are intended for the benefit of both APD and its employees or agents to which end APD contracts on these terms on its own behalf and as agent for and trustee for the benefit of its employees and agents.

APD shall have a general, as well as a particular lien on all goods and equipment and documents relating to goods and equipment in its possession custody or control for all and any sums due to APD at any time from the Customer or any other person interested in the goods or equipment whether in relation to the same goods and equipment or otherwise. APD shall be entitled to sell or dispose of such goods or equipment or documents as agent for and at the expense of the Customer and apply the proceeds in or toward the payment of such sums upon 7 days notice in writing to the Customer. Notice will be provided by way of a local newspaper.

Subject to and in accordance with the Customs Management Act of the Commonwealth of The Bahamas, in the event that any goods or equipment detained under this section are perishable and in the view of APD it is impracticable to give the notice required because the goods or equipment will, or may, deteriorate in value during the delay occasioned by the giving of the notice, APD may sell the goods or equipment without giving the said notice, but shall as soon as practicable inform the person to whom the notice should have been given of the action being taken. Upon

accounting to the Customer for any balance remaining after payment of any sum due to APD or its agents and Bahamas Customs (including all costs) pursuant to this clause APD shall be discharged of any liability whatsoever in respect of the goods or equipment or documents.

C. Indemnification Clauses – APD Held Harmless Clause

Unless caused by APD’s own negligence, all Users indemnify, defend and save harmless APD, its directors, officers, employees and agents from and against all losses, claims, demands, or suits for damages, including death and personal injury, and including court costs and attorney’s fees, incidental or resulting from the operations, acts or omissions of the Users on the Nassau Container Port and Gladstone Freight Terminal and their usage of such facilities.

D. Severability

If any of the provisions of this Tariff is found by an Arbitrator or Court of competent jurisdiction to be void or unenforceable, such provision shall be deemed to be deleted from these Terms and Conditions and the remaining provisions of these Terms and Conditions shall continue in full force and effect.

VIII. Security

A. General Security/Safety

A User or Customer (“first User” or “first Customer”) assumes sole responsibility, at no cost to APD, for all risks (except to the extent that a loss, injury, or damage is caused by the wrongful conduct of APD or by a User or Customer not engaged in a contract with the first User or first Customer) to the safety and security of persons and property (including without limitation, any facility under the User’s control, and cargo, furniture, fixtures and equipment stored or located on any facility under the User’s control) from theft, personal violence, fire, flood and other causes, including without limitation persons and property at or outside the boundaries of the Nassau Container Port and Gladstone Freight Terminal, and including responsibility for guarding and safekeeping such persons and property, to whatever extent such risks arise out of the User’s occupancy or use of the facility under its control. Users have the duty to comply at all times with standards mandated by the Commonwealth of The Bahamas.

B. Rules, Regulations, and Policies

Users and their employees and invitees must comply with security and safety rules and regulations issued as well as any related policies instituted by APD, without limitations or exceptions. The Safety Compliance Scheme (“the Scheme”) is instituted to foster safety at the Nassau Container Port. The Scheme involves the issuing of citations and fines to Users of the Port who are found to be in breach of safety rules and regulations in effect. The citations and fines includes but are not limited to warnings, disbarment of use of equipment that do not meet safety standards, suspension of Users from the Port facility and monetary fines.

C. Security Entry and Exclusion

APD staff has the right to enter any User’s premises on a Port Facility at any time to address any matter that, in APD’s sole discretion, warrants such entry in the interest of the safety and/or security of any Terminal, any person or property thereupon, or any vessel secured thereto, or to investigate or remediate any other threat to human health and the environment. APD also has the right to bar any User from entering any premises on any APD Facility area, including that leased to the User, if, in APD’s sole discretion, such bar is warranted in the interest of safety and/or security of the APD Facility, person, or property thereupon, or any vessel secured thereto. To gain entry into NCP an individual must have attained the age of 17 years old, and must present the necessary documentation.

D. Prohibited Activity

A User or Customer, or an employee or guest of the User, or any other person, is prohibited from engaging in any activity or action (including but not limited to selling tobacco, food and drinks, and or repair of third party Freight Equipment) unless APD has given prior written authorization.

E. Access

1. Entry – Authorization and Identification

Entry to APD facilities will not be allowed without prior APD approved access, appropriate security clearance, or APD approved identification.

2. Vessel Authorization

A vessel not authorized in advance by APD may not approach or dock at the Nassau Container Port at any time. Authorized vessels wishing to approach or dock at the Nassau Container Port shall give 72 hours advance notice by calling APD at 242-323-7064, VHF Channel 16, or

berthing@apdport.com, unless an exception is granted by APD, subject to APD's sole discretion.

F. Emergency Procedures

APD may promulgate or institute emergency procedures as required to maintain adequate security throughout the Nassau Container Port and the Gladstone Freight Terminal.

Appendix A

Port Fees and Other Charges

H. Wharfage/Landing Fees or Cargo Rates – Breakbulk Terminal (as per Section V.B.)

Wharfage/Landing Fees or Cargo Rates	20' Container	\$148.00
	40' Container	\$296.00
	45' Container	\$333.00
	48' Container	\$355.00
	53' Container	\$392.00
	Empties of any Size belonging to Inter-Island Ocean Carrier or a Small Bahamian Shipping Company	\$0.00
	Per Ston	\$14.80
	Vehicles	\$148.00
	Minimum per vessel at Breakbulk Pier	\$50.00

Wharfage/Landing or Cargo Rates – APD provides the following discount to Cargo and or Freight Equipment which originates within the Bahamas (transshipped cargo via FCP excluded) and lands at the Break Bulk or Container Terminal with New Providence as the final destination. The discount will be applied to the standard Wharfage/Landing or Cargo Rates for the Container Terminal.

Landing Fees	20' Container	50%
	40' Container	50%
	45' Container	50%
	48' Container	50%
	53' Container	50%
	Empties of any Size belonging to Inter-	\$0.00

	Island Carrier	Ocean	
	Per Ston		50%
	Vehicles		50%
	Minimum vessel	per	\$50.00

Wharfage/Landing or Cargo Rates – Bulk Terminal (as per Section V.B.)

Wharfage/Landing Fees or Aggregate Rates	Per Ston	\$3.40
	Minimum Fee per vessel at Bulk Pier	\$750.00

Wharfage/Landing or Cargo Rates – Container Terminal (as per Section V.B.)

Landing Fees	20' Container	\$148.00
	40' Container	\$296.00
	45' Container	\$333.00
	48' Container	\$355.00
	53' Container	\$392.00
	Per Cubic Foot	\$0.22
	Per Ston	\$14.80
	Vehicles	\$148.00
	Minimum per vessel at the Container Terminal	\$1,000.00
	Minimum per Inter- Island Ocean Carrier	\$50.00

APD provides the following discount to international and domestic carriers landing International Cargo to be transhipped with a final destination of a Bahamas Family Island as described on the origin

Carrier's bill of lading, and to the Small Bahamian Shipping Company calling at the Break Bulk Terminal. The discount will be applied to the standard Wharfage/Landing or Cargo Rates for the Container Terminal.

Landing Fees	20' Container	25%
	40' Container	25%
	45' Container	25%
	48' Container	25%
	53' Container	25%
	Empties of any Size belonging to Inter-Island Ocean Carrier	NA
	Per Ston	25%

Stevedoring Rates – Break Bulk Terminal (as per Section V.C.)

Stevedoring Fees	20' Container	Please call for pricing
	40' Container	Please call for pricing
	45' Container	Please call for pricing
	48' Container	Please call for pricing
	53' Container	Please call for pricing
	Per Cubic Foot	Please call for Pricing as the vessel and material type will determine price
	Per Ston	Please call for Pricing as the vessel and material type will determine price
	Vehicles	Please call for pricing
	Min Fee	\$250.00
Labor - Overtime	Over-time outside of normal operating hours	\$175.00/hr
	Over-time – public holidays & Sundays	\$225.00/hr

Stevedoring Rates – Bulk Terminal (as per Section V.C.)

Stevedoring Fees	Please call for Pricing as the vessel and material type will determine price
Labor – Overtime outside of normal operating hours	Please call for hourly rates

Stevedoring Rates – Container Terminal (as per Section V.C.)

Stevedoring Fees	20' Container	\$40.00
	40' Container	\$80.00
	45' Container	\$90.00
	48' Container	\$96.00
	53' Container	\$106.00
	Per Cubic Foot	Please call for Pricing as the vessel and material type will determine price
	Per Ston	Please call for Pricing as the vessel and material type will determine price
	Vehicles less than 1,100 cubic feet	\$50.00
	Vehicles greater than 1,100 cubic feet	\$.05 c.f.
	Min Fee	\$1,000.00
Labor - Overtime	Over-time outside of normal operating hours	\$250.00/hr
	Over-time – public holidays & Sundays	\$350.00/hr

- Inter-Island Ocean Carriers requiring LOLO services should call for pricing

Stevedoring/Terminal Handling Fees – Rates are applicable to Inter-Island Ocean Carriers providing feeder services from the NCP Container Terminal and apply to Freight Equipment and Cargo transshipped through NCP with Freeport or any Foreign Port as the origin port and

any other Bahamas Port (excluding NCP) as the final destination (RORO ONLY). The same rates will apply to Freight Equipment and Cargo transhipped through NCP with any other Bahamas Port (excluding NCP) as the origin port and Freeport or any Foreign Port as the final destination (RORO ONLY). No charge for Stevedoring and Handling empty Freight Equipment.

Stevedoring/Terminal Handling Fees	20' Container	\$50.00
	40' Container	\$50.00
	45' Container	\$50.00
	48' Container	\$50.00
	53' Container	\$50.00
Stevedoring/Terminal Handling Fees – Empty Equipment	All Sizes	\$0.00
	Per Cubic Foot	Call for Pricing
	Per Ston	Call for Pricing
	Vehicles	\$50.00
	Minimum per vessel	\$50.00

- Rates are inclusive of both Stevedoring and Terminal Handling services

Terminal Handling Fees – Break Bulk Terminal (as per Section V.D.)

Terminal Handling Fees	20' Container	Please call for Pricing
	40' Container	Please call for Pricing
	45' Container	Please call for Pricing
	48' Container	Please call for Pricing
	53' Container	Please call for Pricing
	Per Cubic Foot	Please call for Pricing as the vessel and material type will determine price
	Per Ston	Please call for Pricing as the vessel and

		material type will determine price
	Vehicles less than 1,100 cubic feet	Please call for Pricing
	Vehicles greater than 1,100 cubic feet	Please call for Pricing
Terminal Handling Labor – Overtime	Over-time outside of normal operating hours	Please call for Pricing
	Over-time – public holidays & Sundays	Please call for Pricing

Terminal Handling Fees – Bulk Terminal (as per Section V.D.)

Terminal Handling Fees	Per Ston	Call for Pricing
Terminal Handling Labor – Overtime	Over-time outside of normal operating hours	Call for Pricing

Terminal Handling Fees – Container Terminal (as per Section V.D.)

Terminal Handling Fees – (one-way)	20' Container	\$67.00
	40' Container	\$134.00
	45' Container	\$150.75
	48' Container	\$160.80
	53' Container	\$177.55
	Per Cubic Foot	Please call for Pricing as the vessel and material type will determine price
	Per Ston	Please call for Pricing as the vessel and material type will determine price
	Vehicles less than 1,100 cubic feet	\$50.00
	Vehicles greater than 1,100 cubic feet	\$.05 c.f.
Terminal Handling	Over-time outside of	\$400.00/hr

Labor - Overtime	normal operating hours	
	Over-time – public holidays & Sundays	\$500.00/hr

- Inter-Island Ocean Carriers requiring LOTO services should call for pricing

Port Gate Fees – Break Bulk Terminal (as per Section V.E.)

Gate Fees (one-way)	Per Container	\$30.00
Gate Labor - Overtime	Over-time outside of normal operating hours (One Lane)	\$200.00/hr
	Over-time – public holidays & Sundays (One Lane)	\$300.00/hr

Port Gate Fees – Container Terminal (as per Section V.E.)

Gate Fees – (one-way)	Per Container	\$30.00
Gate Labor - Overtime	Over-time outside of normal operating hours (One Lane)	\$300.00/hr
	Over-time – public holidays & Sundays (One Lane)	\$400.00/hr

Reefer Monitoring Fee – Break Bulk Terminal

Reefer Monitoring Fee – (per day)	Per Container	\$50.00
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Reefer Monitoring Fee – Container Terminal

Reefer Monitoring Fee – Container Terminal (per day)	Per Container	\$50.00
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Dockage & Line-handling Fees (as per Section (V.F&G.))

Dockage fee/per linear foot of vessel – ALL Terminals (per day)	Per linear foot (L.O.A.)	\$1.00 Min Fee/day
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		\$100.00
Line-handling	Vessels less than 300'	\$250.00
Line-handling	Vessels greater than 301'	\$400.00

Other Miscellaneous Charges (as per Section (V.H.))

Intra Port Transportation	Per Container	\$75.00
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Intra Port Transportation	Vehicles less than 1,100 cubic feet	\$50.00
Intra Port Transportation	Vehicles greater than 1,100 cubic feet	\$.05 c.f.
Intra Port Transportation Labor - Overtime	Over-time outside of normal operating hours (One Lane)	\$50.00/hr
	Over-time – public holidays & Sundays (One Lane)	\$100.00/hr

Hazmat - Class 1 to 9	Shipments less than 600 c.f. or less than 6 tons.	\$50.00 Flat Fee
Hazmat - Class 1 to 9	Shipments exceeding 600 c.f. or more than 6 tons.	\$200.00 Flat Fee

Second Crane Fee	Minimum Fee	\$800.00
Second Crane Labor - Overtime	Over-time outside of normal operating hours (One Lane)	\$400.00/hr
	Over-time – public holidays & Sundays (One Lane)	\$500.00/hr

Bunkering Labor - Overtime	Over-time outside of normal operating hours	Call for Pricing
	Over-time – public holidays & Sundays	Call for Pricing

Ship Stores Labor - Overtime	Over-time outside of normal operating hours	Call for Pricing
	Over-time – public holidays & Sundays	Call for Pricing

Free Time, Detention or Storage Charges-Break Bulk Terminal (as per Section V.I.)

Storage after 7 Free days – Loaded Import	Per Dry Freight Equipment Type	\$20.00 Per Day
Storage after 10 days – Loaded Import	Per Dry Freight Equipment Type	\$30.00 Per Day
Storage after 10 days – Loaded Export	Per Dry Freight Equipment Type	\$20.00 Per Day
Storage after 6 days – Loaded Export	Per Reefer Container	\$50.00 Per Day
Storage after 7 Free days – Loaded Import	Reefer Containers	\$50.00 Per Day
Storage after 10 days – Loaded Import	Reefer Containers	\$100.00 Per Day
Storage after 10 Free days - Empty	Per Freight Equipment Type	\$20.00 Per Day
Storage after 15 days - Empty	Per Freight Equipment Type	\$50.00 Per Day
Yard Storage after 7 Free days – Break Bulk	Per Ston	\$2.00 Min Chg \$20.00 Per Day
Yard Storage after 10 days – Break Bulk	Per Ston	\$4.00 Min Chg \$30.00 Per Day
Storage after 10 Free days	Vehicles less than 1,100 cubic feet	\$25.00 Per Day
Storage after 20 Free days	Vehicles less than 1,100 cubic feet	\$50.00 Per Day
Storage after 10 Free days	Vehicles greater than 1,100 cubic	\$50.00 Per Day

	feet	
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Free Time, Detention or Storage Charges - Bulk Terminal (as per Section V.I.)

Storage after 10 Free days – Dry	Per Ston	\$0.10 per ston / per day
Storage after 10 Free days – Liquid	Per Ston	TBD

Free Time, Detention or Storage Charges - Container Terminal (as per Section V.I.)

Storage after 7 Free days – Loaded Import	Per Dry Freight Equipment Type	\$20.00 Per Day
Storage after 10 days – Loaded Import	Per Dry Freight Equipment Type	\$30.00 Per Day
Storage after 10 days – Loaded Export	Per Dry Freight Equipment Type	\$20.00 Per Day
Storage after 6 days – Loaded Export	Per Reefer Container	\$50.00 Per Day
Storage after 7 Free days – Loaded Import	Reefer Containers	\$50.00 Per Day
Storage after 10 days – Loaded Import	Reefer Containers	\$100.00 Per Day
Storage after 10 Free days - Empty	Per Freight Equipment Type	\$20.00 Per Day
Storage after 15 days - Empty	Per Freight Equipment Type	\$50.00 Per Day
Yard Storage after 7 Free days – Break Bulk	Per Cubic Foot	\$0.05 Min Chg \$20.00 Per Day
Yard Storage after 10 days – Break Bulk	Per Cubic Foot	\$0.10 Min Chg \$30.00 Per Day
Yard Storage after 7 Free days – Break Bulk	Per Ston	\$2.00 Min Chg \$20.00 Per Day

Yard Storage after 10 days – Break Bulk	Per Ston	\$4.00 Min Chg \$30.00 Per Day
Storage after 10 Free days	Vehicles less than 1,100 cubic feet	\$25.00 Per Day
Storage after 20 free days	Vehicles less than 1,100 cubic feet	\$50.00 Per Day
Storage after 7 Free days	Vehicles greater than 1,100 cubic feet	\$50.00 Per Day

Free Time, Detention or Storage Charges – Freight Equipment and Cargo being transshipped through the Nassau Container Port where New Providence or any Island or Cay within 20 miles of New Providence is not the final destination or origin as described on the origin Carrier’s bill of lading

Storage after 14 Free days – Loaded Import or Export	Per Dry or Refrigerated Freight Equipment Type	\$20.00 Per Day
Storage after 14 Free days - Empty	Per Freight Equipment Type	\$20.00 Per Day
Yard Storage after 14 Free days – Break Bulk	Per Cubic Foot	\$0.05 Min Chg \$20.00 Per Day
Yard Storage after 14 Free days – Break Bulk	Per Ston	\$2.00 Min Chg \$20.00 Per Day
Storage after 20 Free days	Vehicles less than 1,100 cubic feet	\$50.00 Per Day
Storage after 20 Free days	Vehicles greater than 1,100 cubic feet	\$50.00 Per Day

Security Fees – Break Bulk Terminal (as per Section V.J.)

Security Fees	20’ Container	\$25.00
	40’ Container	\$50.00

	45' Container	\$56.25
	48' Container	\$60.00
	53' Container	\$66.25
	Per Ston	\$2.50
	Vehicles less than 1,100 cubic feet	\$25.00
	Vehicles greater than 1,100 cubic feet	\$.03 c.f.
	Min Fee/per hr if vessel remains at the berth two hours after discharge	\$50.00

Security Fees – Bulk Terminal (as per Section V.J.)

Security Fees	Per Ston – Dry Bulk	\$0.25
	Per Ston - Liquid	\$0.25
	Min Fee/per hr if vessel remains at the berth two hours after discharge	\$50.00

Security Fees – Container Terminal (as per Section V.J.)

Security Fees	20' Container	\$25.00
	40' Container	\$50.00
	45' Container	\$56.25
	48' Container	\$60.00
	53' Container	\$66.25
	Per Cubic Foot	\$0.03 Min Chg \$25.00
	Per Ston	\$2.50 Min Chg

		\$25.00
	Vehicles less than 1,100 cubic feet	\$25.00
	Vehicles greater than 1,100 cubic feet	\$.03 c.f.
	Min Fee/per hr if vessel remains at the berth two hours after discharge	\$50.00