

## **Marine Terminal Operator Schedule**

**Publication Date: October 2, 2023**

This Marine Terminal Operator Schedule (this “Schedule”) is issued by Atlantic Processors, LLC, d/b/a AVP Marine Terminal, a Delaware limited liability company (“AVP”) under the authority of the Federal Maritime Commission (46 CFR Part 525) and supersedes all previously issued schedules.

This Schedule shall be applicable to the AVP operation and services within the Port of Brunswick, Georgia Ports Authority (“GPA”). Effective on the above date, this Schedule replaces all prior published schedules including the schedule originally published July 1, 2019.

**Published by**  
**Atlantic Processors, LLC**  
**d/b/a AVP Marine Terminal**  
**200 Joe Frank Harris Blvd**  
**Brunswick, Ga 31523**

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## **Section One: General Information and Definition**

### **100: SCOPE OF SCHEDULE**

This Schedule, and all of its terms and conditions, shall be binding upon all users of the Terminal (as defined herein) and upon all persons or entities who engage or receive the Services (as defined herein) regardless of whether such user, person, or entity had actual notice of this Schedule or its terms and conditions prior to its use of such Terminal, or its engagement or receipt of such Services.

This Schedule and AVP's responsibilities herein shall only apply during the period AVP has responsibility for the care, custody, and control of the Cargo (as defined herein). AVP is not responsible for and will not take care, custody or control of any Cargo or other items brought to or left on the Terminal that have not been processed and received by AVP in the manner provided for in this Schedule.

### **101: WRITTEN AGREEMENTS**

AVP may also enter into written agreements with users of the Terminal and/or Services on terms and conditions agreed to between the parties. In the event of any conflict between the terms or conditions of this Schedule and the terms or conditions of the written agreement, unless otherwise specifically provided for in the written agreement, the terms of the written agreement shall govern. Otherwise, any terms of this Schedule not inconsistent with such written agreement shall be deemed incorporated by reference into that written agreement.

### **102: GPA TARIFF**

The rates, terms and conditions of the Port of Brunswick tariff entitled "Georgia Ports Authority" MTO Schedule 5-A " and any and all revisions, amendments, or restatements (the "Harbor Tariff") are incorporated herein by reference as if fully set forth in this Schedule. In the event of any conflict between the terms and conditions of this Schedule and the Harbor Tariff, the terms and conditions of this Schedule shall govern. To the extent there is no conflict between the terms of this Schedule and the terms of Harbor Tariff, the two documents are to be interpreted as one document. Anyone using the Terminal or Services under this Schedule must also comply with the applicable terms and conditions of the Harbor Tariff, including but not limited to those terms and conditions relating to access, safety, and conduct.

### 103: PRIOR SCHEDULES

This Schedule will replace and cancel any and all prior published or unpublished tariffs, schedules or rate sheets previously issued by AVP effective, when this Schedule becomes effective.

### 104: DEFINITIONS

The terms and definitions used in this Schedule are as provided by the requirements of 46 CFR Part 525.

104.1: "Abandoned Cargo" shall mean Cargo that remains on the Terminal for more than 60 days following the discharge from a Vessel or following the tender to AVP, in the absence of a written storage agreement.

104.2: "Application of Rates" shall mean the rates, charges, rules, and regulations named or incorporated into this Schedule for Services and/or the use of the Terminal at the time or during the period the Service or use occurs.

104.3: "Cargo" shall mean all goods, property, or items, indicated by a party requesting the use of the Terminal or Services under this Schedule and includes but is not limited to the following commodities: Ro-Ro Cargo, break bulk cargo of all types, forest products, and recreational boats.

104.4 "Customary Freight Unit" shall mean the unit of Cargo on which ocean freight was or is to be calculated for any objects not shipped in a Package as defined in this Schedule.

104.5 "Delivery Order" shall mean the document provided for in Section 405 required to be presented as part of the process of picking up inbound/import Cargo from the Terminal.

104.6 "Dock Receipt" shall mean the document provided for in Section 404 required to be presented for outbound/export Cargo at the time AVP accepts the Cargo at the Terminal.

104.7 "Force Majeure" shall have the meaning as defined in Section 205 of this Schedule.

104.8 "Free Time" shall mean the period of time, specified in the Harbor Tariff, immediately prior to the loading or subsequent to the discharge of such Cargo, when such Cargo may occupy space assigned to it on the Terminal, before the Cargo becomes subject to Wharf Demurrage or Terminal Storage charges.

104.9 "Handling" shall mean the Service of physically moving Cargo between places on the Terminal, excluding the Cargo movements required for stevedoring.

104.10 "Harbor Tariff" shall have the meaning as defined in Section 102 of this Schedule.

104.11 "Legal Holidays" shall mean the following: New Year's Day (closed), President's Day, Good Friday, Memorial Day (closed), Fourth of July (closed), Labor Day (closed), Veteran's Day, Thanksgiving Day (closed), day after Thanksgiving Day, Christmas Eve, Christmas Day (closed). Any other National or State holidays created by Executive Authority or declared by the Harbor Tariff.

104.12 "BLANK"

104.13 "Other Services" shall mean any work or use, not otherwise specifically provided for in this Schedule or the Harbor Tariff, provided by AVP at the request of a party associated with Cargo on the Terminal; including, but not limited to, Sorting and Allocating, relabeling of Cargo, other documentation changes, survey, truck loading, and heavy lifts.

104.14 "Port of Brunswick" shall mean Georgia Ports Authority Colonels Island Terminal, at Brunswick, Georgia.

104.15 "Package" shall mean any container, van, trailer, pallet, or other types of cargo unitization whatsoever.

104.16 "AVP" means Atlantic Processors, LLC, d/b/a AVP Marine, a Delaware limited liability company. AVP is not a common carrier or public utility and is the sole interpreter of this Schedule. At no time is any Terminal or Service user under this Schedule to be deemed a borrowed servant of AVP.

104.17 "Point of Rest": shall mean an area on the Terminal where Cargo ordinarily would be deposited when received, subject to noninterference with terminal operations; the actual point at which the Cargo is placed.

104.18 "Ro-Ro Cargo" shall mean any and all types of wheeled or tracked units of Cargo able to be moved on the Terminal and loaded or discharged from Vessels by rolling either self-propelled or towable that do not require any form of lifting including, but not limited to, new assembled motor vehicles, motor, or electric vehicles (new or used, all types or description), heavy equipment, agricultural equipment, other tracked or wheeled units.

104.19 "Services" shall mean those tasks or duties performed or provided by AVP as provided in this Schedule, including those items incorporated by reference from the Harbor Tariff, while the Cargo is in AVP's care, custody, and control.

104.20 "Terminal Handling Charge" shall mean the charge, payable by the Vessel, its owners or operators, (unless other arrangements have been made with AVP, prior to the Terminal Handling Charge being incurred) for the Cargo that is loaded or discharged from that Vessel relating to the Services provided for the receipt, checking, care, custody and control of the Cargo in the transfer of the Cargo through the Terminal, including the use of the Terminal areas required in the receipt and delivery of the Cargo to and from the Vessel; however, specifically excluding: (i) Cargo Handling, stevedoring, Sorting and Allocating,

loading or unloading operations costs or any Other Service or labor charges except those necessary to perform these tasks; (ii) Services or Terminal areas for which there are separate individual charges in this Tariff or the Harbor Tariff, including but not limited to, wharfage, dockage, Wharf Demurrage or Wharf Storage or similar items.

104.21 "Sorting and Allocating" shall mean any customer specific requests for any type of grouping, identification or segregation or other handling or manipulation of its Cargo not normally performed by AVP in providing its Services.

104.22 Symbols Used in the Schedule:

SYMBOL	EXPLANATION
(A)	Increase
(C)	Change in wording which results in neither Increase nor Reduction
(E)	Expiration
(I)	New or Initial Matter
(R)	Reduction
(S)	Special Case Matter
(W)	Same Day Withdrawal of Erroneous Data
X	Times (Measurement to Weight Ratio Factor)
%	Percent
'	Foot (Feet)
"	Inch (es)
&	And
\$	Dollar(s)
/	or (Per)

104.23 "Terminal" shall mean those areas of land, buildings or structures used by AVP in the performance of the Services.

104.24 "Truck Unloading/Loading" shall mean the Service of unloading or loading Cargo from a delivering truck to/from a Point of Rest on the Terminal with equipment provided by AVP.

104.25 "Usage" shall mean the use of the Terminal by a trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of the Terminal for any other gainful purpose for which a charge is not otherwise specified.

104.26 "Vessel" shall mean any floating craft of any or every description.

104.27 "Demurrage" shall mean a charge assessed against Cargo remaining in or on the Terminal after the expiration of Free Time unless prior arrangements have been made with AVP.

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## **Section Two: Insurance and Liability**

### **200: LIMIT OF LIABILITY**

AVP assumes no liability for loss or damage to Cargo handled or transshipped through the Terminal or for which AVP rendered Services or for any equipment brought on the Terminal, except as specifically provided for in this Schedule. AVP shall not be liable for any loss, claim, expense, or damage caused by, contributed to, or arising out of the acts or omissions of the party using the Terminal or Services or its employees its agents or its other service providers. Nothing in this Schedule shall exculpate or relieve AVP from liability for its own negligence or to impose upon others the obligation to indemnify or hold-harmless AVP from liability for AVP's own negligence. AVP shall be liable only for loss or damage to Cargo resulting from its own failure to exercise due and proper care in performing the Services or offering the Terminal provided for herein. Nothing in this Schedule is intended or should be applied to limit AVP's liability for its own negligence to a greater degree than is permitted under the terms of 46CFR 525.2 (a) (i).

### **201: PER PACKAGE OR CUSTOMARY FREIGHT UNIT LIMITATION**

In no case shall AVP be liable for loss or damage to Cargo in a sum in excess of \$500 per Package of Cargo, or \$500 per Customary Freight Unit for non Package Cargo, from any cause what so ever, unless the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services, prior to the commencement of such use of the Terminal or Services makes a written declaration to AVP of a higher value for the Cargo, as provided in Section 603 of this Schedule.

### **202: EXCLUSIONS OF LIABILITY**

The responsibility for loss or damage to Cargo shall not include loss caused by a Force Majeure event as provided at Section 205 such as fire, heating, frost, freezing, leakage, evaporation, natural shrinkage, wasting or decay, animals, insects, leakage or discharge from fire protection or the elements. AVP shall have no liability for loss or damage to Cargo to the extent that the same is caused by the inherent vice of the Cargo or the insufficiency of packaging of or marks on the Cargo, for purposes of the foregoing, specifically: pleasure boat Cargo taken out of the water by AVP at the request of the Cargo interests and non-operating Ro-Ro Cargo, as provided below, shall be deemed to be included in these exclusions.

Unless prior to arrival at the Terminal, AVP is told that a piece of Ro-Ro Cargo is non-drivable or not operating and arrangements for towing or other means of handling the Ro-Ro Cargo are made, any Party tendering Ro-Ro Cargo to AVP warrants that the Ro-Ro Cargo is drivable and safe to operate, and such parties shall be responsible and liable to AVP and shall indemnify and hold harmless AVP for any and all losses, costs or damages (including personal injuries or deaths) incurred as a result of the tender of

an undrivable or unsafe piece of Ro-Ro Cargo to AVP, except to the extent such loss, cost or damage is caused by negligence of AVP. The Party tendering the non-operable or unsafe Ro-Ro Cargo shall be liable for all extra costs and charges incurred for Handle.

### **203: NO CONSEQUENTIAL OR INDIRECT DAMAGES**

AVP shall not be liable for any consequential damages, incidental damages or special damages or other similar indirect damages, including without limitation loss of revenue, profits or opportunities whether arising out of or as a result of breach of contract, warranty lost (including negligence), strict liability or otherwise.

### **204: LEFT INTENTIONALLY BLANK**

### **205: FORCE MAJEURE**

AVP will not be deemed responsible for its failure or delay in performance of any of its obligations under this Schedule or be liable for any delay, loss or damage of any kind, including but not limited to, delay, loss or damage to Cargo, arising from any one or a combination of the following events (collectively "Force Majeure"): strikes, boycotts, picketing, work stoppages, lockouts or similar labor difficulties or disruptions of any persons in its employ or in the service of others (including but not limited to, the Harbor District, other users of the port, ocean carriers calling at the Port) nor for any causes arising there from; nor any causes unavoidable or beyond its control, including but not limited to Acts of God (including but not limited to, earthquakes, tsunamis, floods, rains, hail or other weather created conditions) acts or states of war, riot, civil unrest or terrorism, or regulations or orders by any court or governmental authority (federal, state, county or local, including but not limited to the Harbor District); fire, explosion, local or national disruptions to transportation networks or operations, pandemics, airborne contamination, fallout or pollution of any kind or any other similar cause which is not foreseeable and is beyond the control of AVP.

### **206: DAMAGE CAUSED BY USER**

AVP accepts no responsibility for damages to the Terminal, Cargo, or other property or accidents occurring when its equipment and/or its operators or employees are furnished to perform work for others, except if caused by AVP's own negligence. All parties to whom transit sheds, mechanical equipment or other Terminal areas have been assigned by AVP shall be responsible and liable to AVP for any damage occurring to such property or to Cargo during their assignment, occupation and/or use without regard to whom shall cause the damage, except for that damage caused by AVP's own negligence. All such users or parties referred to above further agree to indemnify and hold harmless AVP for any and all personal injuries and/or property damage (including Cargo) caused by the negligence of the user or party or their agents, employees, invitees and/or servants.

**207: OIL SPILLS AND OTHER POLLUTION INCIDENTS**

All users of the Terminal and/or Services shall be responsible and liable to AVP and shall indemnify and hold harmless AVP for any and all losses, costs or damages incurred as a result of oil spills from Cargo, vehicles or equipment brought or used on the Terminal by that user of the Terminal or Service or other pollution incidents caused by them or their Cargo, including but not limited to clean up costs, costs of preventing subsequent discharges, and government imposed or GPA imposed charges, fees, fines and penalties, except to the extent that such losses, costs or damages are caused by the negligence of GPA. In the event of a pollution incident described hereunder, AVP, in its sole discretion or as required by the GPA, may either permit the user responsible to undertake clean-up efforts, or AVP may undertake such clean-up efforts itself or AVP may engage the services of a third party vendor to perform such clean-up. In the event that AVP chooses to perform pollution clean-up services itself, charges for such clean-up costs will be imposed upon the responsible user(s) at the current labor and drayage rates in this Schedule, and clean-up materials will be charged at cost plus a 15% administrative fee. In the event that AVP engages the services of a third party vendor to perform pollution clean-up services, charges for such clean-up costs will be imposed upon the responsible user(s) at the cost of the third party vendor plus a 15% administrative fee.

**208: NO INSURANCE PROVIDED**

The charges provided under this Schedule do not include insurance of any character. All parties using the Terminal or Services, by such use, warrant to AVP that said parties carry sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance to cover their activities at the Terminal, including their employees, third party vendors, and transportation providers.

**209: RIGHT TO SUE**

AVP shall be discharged from any and all liability for any loss or damage to the Cargo or any claim of whatsoever kind, nature, or description with respect to or in connection with the Cargo or any parties use of the Services, Terminal or equipment provided for in this Schedule unless suit is brought against AVP within one year after delivery of the Cargo or the date when the Cargo should have been delivered. Suit shall not be considered "brought" for the purposes of this Section unless process shall have been actually served and/or jurisdiction obtained over AVP within the specified one year period.

## Section Three: Payments and Credit

### 300: MANIFESTS OF CARGO

The Master of any Vessel docked at a Terminal shall, upon demand, before departure of said Vessel, exhibit the enrollment or license of such Vessel showing tonnage and furnish a copy of the manifest of Cargo discharged. Manifests or summaries of all outbound cargo received at a Terminal for loading shall be furnished to AVP by the Vessel's owners or agents prior to sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.

### 301: PAYMENT OF CHARGES:

301.1: Charges of AVP shall become due and payable at the time services are provided or upon presentation of invoice, except as hereinafter specified.

301.2 High volume (greater than 50 units per year) business entities doing business under this Schedule may apply for credit. Credit, which is extended at the discretion of AVP, requires payment within 30 days of the invoice date.

301.3 Failure to pay credit accounts within 30 days of the invoice date shall result in cancellation of credit privileges and the reestablishment of cash terms.

301.4 In addition to any other rights recognized by law, the right is reserved by AVP to withhold delivery of any Cargo, on which charges published in this Schedule are due and payable, until such time as these charges are paid in full.

301.5 AVP reserves the right to deny to anyone the use of the Terminal or Services under this Schedule until all past due accounts are paid.

301.6 Any invoices that are not paid within 30 days of invoice date shall accrue interest at the rate of 1.5% per month from the date of invoice. All returned checks shall be subject to a \$50.00 per check surcharge.

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## Section Four: Services

### 400: SCOPE OF SERVICES

AVP shall provide at the request of the Vessel operator, Cargo interest or other party requesting Services, the Services provided for in this Schedule.

### 401: DELIVERY INSTRUCTIONS

In the absence of any delivery instructions before discharge of a Vessel is started, the Cargo will be handled to open area storage at the discretion of AVP and any expenses incidental to Handling the Cargo from that Point of Rest to another Point of Rest will be for the account of the receiver.

### 402: INSPECTION OF CARGO

AVP may enter upon and inspect any Vessel in berth at its Terminal to ascertain the kind and quantity of Cargo thereon and no person or persons shall hinder, molest, or refuse entrance upon such Vessel for the purpose specified.

### 403: DANGEROUS AND HAZARDOUS CARGO

Parties, anticipating to use the Terminals or Services under this Schedule for dangerous Cargo must present permits from proper authorities, comply with the provisions of the Harbor Tariff, and receive permission from AVP, and/or the GPA and related government authority (if any) before such or Cargo shall be received on or transferred at the Terminal.

The following data is required for the delivering of hazardous cargoes to the Terminal. All of the following must be complied with or the Cargo will not be received by AVP:

- 403.1: Complete shipper's name and address and, where possible, telephone numbers for emergencies.
- 403.2: Carrier listed either separately or in the billing letterhead.
- 403.3: Complete consignee's name and address, including the overseas port of destination on exports.
- 403.4: Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.
- 403.5: Hazardous class of the material being shipped.
- 403.6: Kind and number of containers and individual weights or total weight.
- 403.7: Labels required.

403.8: Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

This is to be accompanied by a legible signature of the person certifying.

403.9: Properly documented special instructions, exceptions, or exemption information, if required.

#### **404: DOCK RECEIPTS**

No Cargo shall be received by AVP for export unless accompanied by a fully and accurately prepared Dock Receipt, either in hard copy paper form or in an approved electronic form, containing the following information. AVP may rely on all such information when dealing with the CARGO.

- Bill To Party (must have credit with the Terminal) and Reference Number
- Booking Number
- Commodity Description
- Exporter/Shipper
- Freight Forwarder and Reference Number
- ITN, evidencing lodging of export details with US customs ACE
- Hazardous Certificate, When Required (including MSDS)
- Identifying Marks
- Line/Vessel/Voyage Number
- Measurement/Dimensions
- Miscellaneous Services Required
- Number of Pieces
- Port of Discharge
- Storage, Inside or Outside
- Supplier (if different than exporter, shipper)
- Weight of Commodity (gross)

#### **405: DELIVERY ORDERS**

Anyone coming to the Terminal to pick-up import/inbound Cargo shall be in possession of the proper Delivery Order documents. No Cargo shall be delivered by AVP unless pursuant to a proper Delivery Order either in hard copy paper form or in an electronic

form approved by AVP. In cases where import Cargo requires U.S. Customs or USDA inspection prior to release, Cargo release will be withheld until the Customs/USDA requirements are met. Proper Delivery Orders should contain the following information:

- Bill To Party (must have credit with the Terminal)
- Cargo Destination
- Commodity Description
- Customs Broker
- Hazardous Certificate, When Required (including MSDS)
- Line/Vessel/Voyage Number
- Ocean Bill of Lading Number
- Port of Loading

#### **406: FREE TIME**

Cargo shall have the Free Time on the Terminal as provided for in this and/or Harbor Tariff, unless prior to the expiration of the Free Time for such Cargo, other written arrangements have been agreed to with AVP. See also section 609.

#### **407: LEFT INTENTIONALLY BLANK**

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## **Section Five: Miscellaneous**

### **500: AVP IS NOT AN INTERMODAL EQUIPMENT PROVIDER**

Users of the Terminals and/or Services acknowledge that parties other than the AVP who own, lease, or operate chassis have the sole responsibility for the maintenance and inspection of those chassis and agree that AVP has no duty to fulfill any obligations of an intermodal equipment provider (IEP) under the Federal Motor Carrier Safety Administration rules and regulations (including, but not limited to, 49 CFR Parts 385, 386, 390, et al.) ("FMCSA intermodal chassis regulations"). Users of Terminals and/or Services agree to indemnify and hold harmless AVP, and their agents and employees, from and against all suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description to which AVP and their agents or employees may be subjected relating to any chassis arising from an alleged failure to comply with the FMCSA intermodal chassis regulations.

### **501: REMOVAL OF REFUSE MATERIALS**

Rubbish, refuse or other materials must be removed from the Terminal and transit shed, apron, or other areas within the confines of a Terminal by the person or persons placing it there, upon demand; otherwise it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard into the waters by the Terminal.

### **502: REMOVAL OF OBJECTIONABLE CARGO**

AVP reserves the right to move Cargo or other material which in its judgment is likely to damage other Cargo or property to another location, at the risk and expense of the owner.

### **503: REMOVAL OF ABANDONED CARGO**

AVP, in its sole discretion, shall have the option of selling or otherwise disposing of Abandoned Cargo on the Terminal as permitted by Federal or State law.

### **504: PARTY'S REQUESTS AND COMPLAINTS**

Party's requests and complaints shall be promptly and fairly considered by AVP provided that they are submitted in writing to AVP at the address listed below:

Atlantic Processors, LLC, d/b/a AVP Marine Terminal  
200 Joe Frank Harris Blvd  
Brunswick, Ga. 31523  
Attention: Terminal Operations Manager



**505: SMOKING ON PREMISES**

No person shall smoke or light any matches or use or carry any open flame or lighted lantern in transit sheds, warehouses, or open areas adjacent thereto or in the open storage yards or roadways.

**506: TERMINAL NOT A PUBLIC THOROUGHFARE**

The Terminal is not a public thoroughfare and all persons and vehicles entering thereon do so at their own risk. Such persons and vehicles by entering the Terminal agree to obey and be bound by all rules, regulations, signs, policies, and traffic control devices applicable thereto, including maximum posted speed limits within the Terminal, and to park only in designated parking locations on the property all as more specifically provided by the GPA. All persons or vehicles entering upon the Terminal must comply with all GPA regulations for access and shall carry such forms of identification as may be required by the GPA or other public or governmental authorities and shall display such identification upon request.

**507: SCHEDULE**

Vessel Schedules are available from your ocean carrier.

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**Section Six: Rates and Charges**

Rates, terms, and conditions not shown in the sections below shall be assessed at the rate levels published, and as amended from time to time, in the GPA Harbor Tariff. Refer also to section 102 of this schedule. The GPA Harbor Tariff may be found at [MTO Schedules No. 5-A \(gaports.com\)](http://MTO Schedules No. 5-A (gaports.com))

**600: ABBREVIATIONS**

All abbreviations, not otherwise defined by this Schedule, used in this Section Six are used as those terms are defined in common facility documents applying to the workers performing such Services or Other Services. “Ton” shall mean 1,000 kilograms (“KGS”, 2,204 pounds) unless otherwise specified. When the term "measurement ton" is used in this Schedule, it shall be held to mean one cubic meter (“CBM”, 35.314 cubic feet)

**601: Terminal Handling and Special Services Charges (Rate per Metric Ton unless otherwise specified)**

<b>Mafi-Bolster Stuffing/Stripping charge</b>	<b>\$350 per mafi/bolster</b>
<b>Boat Cradles</b>	Quoted separately based on specifications
<b>Fumigation – Includes shuttle to/from fumigation facilities on the terminal</b>	\$8.50 per cubic meter for sulfuryl fluoride or similar fumigant, applied to the standards of the Australia and New Zealand Government specifications
<b>Manipulation fee (non-compliable dunnage)</b>	\$210.00 minimum charge. All upon quote.

**602: WASHING**

<b>Washing and handling charges</b>			
		Washing	Handling*
BreakBulk in place	BBIP	\$60.00	\$ -
Bolster	B	\$180.00	\$89.00
Mafi	M	\$180.00	\$72.00
RoRo	R	\$150.00	\$39.00
Tracked	T	\$180.00	\$ -

\* Handling shall include shuttle to / from the wash pad

**603: DECLARATION OF CARGO VALUE (AD VALORUM)**

If the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services desires AVP to assume a higher liability value for the Cargo than provided for in Section TWO of this Schedule, that party, prior to the commencement of the use of the Terminal or the Service, whichever occurs first, must declare a higher value for such Cargo in writing AND pays to AVP, in addition to the other charges for such Services as herein set forth, a premium computed at one percent (1%) of the declared value of each Package or Customary Freight Unit. In the event of a higher value being declared in writing AND the payment of the one percent (1%) premium, the liability of AVP, if any, for damage resulting from its own failure to exercise due and proper care in performing the Services and affording the Terminal provided for shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the Cargo.

**604: NIGHT OR WEEKEND TERMINAL GATE RECEIVING AND DELIVERY CHARGE**

Billed at labor cost as required by job at the rates appearing in Section 608.

**605: Crane**

Quotes upon request if lifting requirements are beyond the capabilities of terminal cranes or if otherwise out of the scope of the Harbor Tariff

Cargo exceeding capacity of owned equipment will be billed at cost plus 35%

**606: TRUCK LOADING/UNLOADING CHARGE**

While standard static cargo handling is included in the THC, anything out of the ordinary to be quoted upon request.

**607: OTHER SERVICE**

607.1 Measurement of Cargo – Billed at labor cost as required by job at the rates appearing in 608.

607.2 Sorting and Allocating – Billed at labor cost as required by job at the rates appearing in Section 608.

607.3 All other Services or Other Services not specifically provided for in this Schedule shall be performed and billed at the labor cost as required by the job at the rates appearing in Section 608.

**608: BILLABLE LABOR COST FOR OTHER SERVICES AND NOT OTHERWISE SPECIFIED**

Labor rate of \$81.90 per hour/ per man Straight Time. \$122.85 per hour/ per man Overtime (Ref 34-630)

**Equipment at market rates**

**609: DEMURRAGE AND STORAGE**

Free time shall be 15 calendar days for outside storage and 7 calendar days for indoor storage. At the expiration of Free Time, for any Cargo remaining on the Terminal, Demurrage charges shall be charged at the rates and terms provided in this and/or the Harbor Tariff.

Storage charges shall be assessed at the rates shown below.

Day 1-30	Outdoor/Indoor	Free Time	Calendar Days	Rate	Rate Basis
Auto	Outdoor	15		\$ 12.00	Per day per unit
Auto	Indoor	7		\$ 1.85	Per day per square meter
Heavy/BB	Outdoor	15		\$ 20.00	Per day per unit
Heavy/BB	Indoor	7		\$ 1.85	Per day per square meter
Day 31-60	Outdoor/Indoor	Free Time	Calendar Days	Rate	Rate Basis
Auto	Outdoor	15		\$ 15.00	Per day per unit
Auto	Indoor	7		\$ 2.05	Per day per square meter
Heavy/BB	Outdoor	15		\$ 25.00	Per day per unit
Heavy/BB	Indoor	7		\$ 2.05	Per day per square meter
Day 60+	Outdoor/Indoor	Free Time	Calendar Days	Rate	Rate Basis
Auto	Outdoor	15		\$ 30.00	Per day per unit
Auto	Indoor	7		\$ 4.10	Per day per square meter
Heavy/BB	Outdoor	15		\$ 50.00	Per day per unit
Heavy/BB	Indoor	7		\$ 4.10	Per day per square meter
Carrier Equipment Storage		Free Time	Calendar Days	Rate	Rate Basis
Boslbers	Outdoor	30		\$ 2.50	Per day per unit over 30 units
Mafi	Outdoor	30		\$ 2.50	Per day per unit over 30 units

On imported breakbulk and ro-ro cargo, the storage calculation and terminal free time is based upon the first 7:00 AM after the departure date of the vessel, and the actual date such cargo departs the terminal. On exported breakbulk and ro-ro cargo, the storage calculation and terminal free time is based upon the first 7:00 AM after cargo receipt and the departure date of the vessel.

**Exhibit A**  
**WWS Cargo Claim Guideline**

**A) FORMAL CLAIMS**

A formal claim must be submitted to WW Solution with the following documents:

- General statement of the damage together with the amount being claimed.
- Bill of lading or Booking number, Vessel Name and Voyage number if applicable.
- VIN #, ID and description of the cargo damaged.
- Photographic Evidence.
- Damage reports or Survey reports with original photographs or any other documents to show the extent of the damage (written in English if possible or free translations to English will be accepted).
- Itemized repair invoice or itemized estimate of repair costs (please include the estimate repair cost for the units declared as total loss also).
- All correspondence with WW Solutions or other parties regarding the damage.
- Any other documentation that may assist our examination of your claim.
- Your address, telephone numbers and e-mail address.
- Subrogation form required if claimant is not cargo owner or not named on the contract.
- Any other documents to be requested, case by case.
- As soon as claim is received, WW Solutions will issue a claim #, will send the acknowledgement and start the investigation of the case.

VIN #	Area of damage*	Type of damage*	Claimed amount (Without taxes)	Currency

Description of damage in English language, free translation is acceptable.

\*Example: Front - right door - scratch

If claim is for a **Total Loss**:

If a cargo is deemed to be a total loss you must notify us as soon as possible as a Joint survey might be necessary before destroying the cargo.

General documentation needed for a Total Loss:

- Commercial Invoice.
- Technical report and any other information to back up the total loss.
- Proof of destruction (Pictures including one show the VIN number or ID of the cargo, video, and destruction certificate).
- Salvage Certificate.

**B) TIME FRAME**

- (1) Any suit for cargo claims must be brought within one (1) year from incident date, unless otherwise established by contract or local law.
- (2) If claim is not presented within the time frame established, claim will not be considered and will be automatically rejected.
- (3) To avoid the claim being time-barred by the applicable law, you must request a time extension for your claim(s) until settlement of the claim.
- (4) Any request for such extension will be granted in 60-90-day increments upon your request and only three (3) extensions will be granted. Such extension requests must be sent one month prior to the one-year anniversary of the delivery date or damage occurrence.
- (5) Once settlement is agreed on, no further extension is required.

**C) SETTLEMENT PERIOD**

You can expect settlement / payment on your claim within thirty (30) days after Terminal's liability has been established and fully document claim is received.

If you do not agree with the settlement, you must express in writing your desire for further negotiations – subject to the terms and conditions of the Terminal, contract, or applicable law.

**D) RECOMMENDATION: CARGO INSURANCE**

Terminal's liability, if applicable, will be determined in accordance with the terms and conditions of the relevant contract and applicable law. You are encouraged to settle the claim with your cargo insurance in the first instance, who will settle it in accordance with your policy.

**E) Contact point for Cargo Claims:**

- 2W AM Solutions Claims: [2WAMSolutionsClaims@walwil.com](mailto:2WAMSolutionsClaims@walwil.com)