

Marine Terminal Guide

Port of Coeymans, NY





CONTROLLED DOCUMENT




Document Information

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PREFACE

This Marine Terminal Guide (the “Guide”) is for the use of all vessels calling at The Port of Coeymans (the “Terminal”, “POC”), which is owned and operated by Carver Companies. The guide provides information to vessel Owners, Charterers, Ship’s Masters, Operators, and Agents. The information contained in this guide does not supersede any information provided by, or any law or regulations enacted by, any local, state, federal, or other governmental agency.

Nothing contained in this guide is intended to relieve the Ship’s Master of the obligation to conduct the loading operations in a safe and responsible manner. Terminal personnel have the authority to take action any time the terms of this Manual are not being adhered to and will take all steps necessary to protect the safety and integrity of Carver Companies assets and the environment, including refusal to permit a vessel to dock, stopping loading operations, or requesting that the vessel disconnect and vacate the dock.

A current copy of this Manual shall always be available on the vessel while docked at the Terminal. The vessel is responsible for ensuring that it has possession of the latest version of the Manual when calling on the Terminal, which is available for download at: <https://carvercompanies.com> . The vessel will be responsible for any and all clean-up charges relating to spills resulting from the vessel’s operation, vessel’s equipment malfunction or failure, or the negligence of the vessel’s crew



COMMUNICATION

Emergency Contacts

All accidents, injuries or damages must be reported immediately.

24 Hr. Port Security & Emergency Services	1-838-218-4600
Marine VHF (Vessel in Port)	USA Ch. 74

Terminal Contacts

Marine Operations

ops@carvercompanies.com

Security Division

security@carvercompanies.com

General Manager	Darrell Monk	1-838-200-8921
Operations Manager	Daryn Lavere	1-518-365-7366
Facility Security Officer	Jim Frankoski	1-518-917-2916
Alternative 1 FSO	Afzal Weldingwala	1-518-653-0595
Alternative 2 FSO	Thomas Lasher	1-518-892-1024
Safety Director	Wayne Durand	1-838-207-7890





GENERAL INFORMATION

Terminal Information

The Port of Coeymans Terminal (USOYF) is located at 2170 River Road, Coeymans, NY 12045, upon the Hudson River in New York State. The approximate coordinates for the dock are: Latitude 42° 28' 8" N, Longitude 073° 47' 3" W.

The Terminal currently has one dock at Coeymans, NY known as, Port of Coeymans or P&M Brick and is a general purpose and bulk terminal.

Dock Name: POC Main Dock

Berth Code: POC 1

Coeymans is in the US Eastern Time Zone (minus 5 hours GMT). All communications with the Terminal should refer to the local time zone. Daylight Savings Time is in effect from the second Sunday in March through the first Sunday in November. During Daylight Savings Time the local time is minus 4 hours GMT.

The taking of photographs or video recording of Port of Coeymans facilities is not allowed.



Terminal Policies

The Terminal includes areas that have been designated by the Facility Security Officer (FSO) as public, secure, and restricted. Access to the Terminal is limited to POC personnel, government officials, and other contractors, customers, and visitors who are pre-approved for entry.

No vessel personnel may disembark, and no shore personnel may board the vessel until approved by US Customs and Immigration and the Terminal.

Violation of Carver Companies Policies

All vessel personnel and visitors are required to fully comply with Carver Companies policies at all times while within the Terminal limits. Failure to comply with all Carver Companies policies may result in actions up to and including removal of personnel from the Terminal. Additionally, persistent violations of Carver Companies policies by vessel personnel, which are not corrected by the vessel's senior staff, may result in action against the vessel by Carver Companies, including stoppage of the cargo operation and, in extreme cases, expulsion of the vessel from the Terminal. Neither the Terminal nor the Terminal users will be responsible for any costs or losses resulting from the actions taken by Terminal personnel stemming from the failure of vessel personnel and/or vessels' visitors to comply with Carver Companies policies. All illegal or criminal activity observed at the Terminal will be immediately reported to the law enforcement authorities.

Security and Access Requirements

The terminal includes areas designated as restricted under the Maritime Transportation Security Act of 2002. The Facility operates under approved USCG Facility Security Plan. Any security questions to be directed to the Facility Security Officer listed in this guide.





Marsec Level

The Terminal normally operates at MARSEC Level 1. During elevated MARSEC levels (Level 2 or Level 3) the FSO will implement enhanced security measures. All vessels moored at the facility and any vessels scheduled to arrive at the facility within 96 hours of a MARSEC level change shall be notified of the new MARSEC level and the Declaration of Security will be revised, as necessary.

Vessel Stores

POC reserves the right to inspect all deliveries of vessel stores prior to granting access to the dock area. All deliveries must be approved in advance, and unscheduled deliveries will be rejected. The FSO may further restrict or suspend deliveries to the vessel from time to time as dictated by security conditions. All vendors and contractors arriving at the Terminal in support of vessels must present valid photo IDs issued by the State or Federal government and must also present documentation to validate their business at the Terminal. The vendors or contractors will require an escort from the security gate to the dock if they are not in possession of a valid TWIC card.

The following items can be delivered via shore side POC assistance with preapproval:

- Consumable stores (food, perishables, etc.)
- Machinery and any replacement parts that do not contain environmentally sensitive materials.
- Compressed gas cylinders
- Fuels / Bunkers & Lube Oils
- Containers of any kind which contain hazardous materials.





Items to be delivered via dock access and can be hand carried via ship's gangway while maintaining three points of contact at all times are subject to inspection. All deliveries shall be packaged such that they can be safely transported across the dock to the vessel.

VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH BUNKERING ACTIVITY, UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TERMINAL OPERATOR

Terminal Communications

All communication from vessels prior to arriving at the terminal should be directed through the vessel's agent and Port of Coeymans operations department (see Terminal Contact List). A Port of Coeymans Berth Application shall be submitted and approved prior to the arrival at the terminal. All vessels off proforma will be accommodated on a first come, first serve basis on Notice of Arrival.

No later than 48 hours prior to a vessel's arrival, such vessel's agent shall provide to the Marine Operations (ops@carvercompanies.com), a notice of arrival which shall contain the following:

- Name of the Vessel
- Estimated date and time of the vessel's arrival at the Sandy Hook Pilot Station
- General description of the cargo onboard the vessel
- Confirm foreign or coastwise arrival.
- Agent's billing details



- Confirm if any planned USGC inspection is planned.
- Name and telephone number of a 24-hour point of contact for each port any changes to this information must be reported as soon as is reasonably possible.

Any changes to this information must be reported as soon as is reasonably possible.

Gate Lists

All on-signers and off-signers must be at least 18 years of age and must be listed on a valid gate list; that gate list must list all personnel that will require shore leave. If they are not listed, they will not be allowed to leave the gangway. A gate list inclusive of crew members onboard and persons addition to crew must be received prior to vessel berthing. Additions, deletions, or changes are permitted but must be submitted within a reasonable lead time to permit the information to be provided to POC facility personnel. Individuals or groups that arrive at the facility and are not listed on any gate list will be asked to wait outside the gate until such time as the appropriate information and/or updates have been received by the Terminal. POC will not be responsible for any issues or delays caused by the late notice of the arriving and/or departing personnel.

Gate list information must be e-mailed to the following:

Marine Operations ops@carvercompanies.com

Port Security security@carvercompanies.com





Transportation

Only seafarers listed on the gate list will be allowed to exit the ship and board the transportation service vehicle. Crew members must remain on the vessel until transportation service vehicle arrives. All visitors to the vessel must be at least 18 years of age and must submit their business purpose to site security. This purpose must also be indicated on the gate list. Any visitor that does not have a stated valid purpose of business on the vessel will be denied access. Shore-side passage may be suspended at any time by the POC facility.

Lay berthing

Lay berthing at the Terminal may be provided to those vessels waiting scheduled loading/discharging berths or for general purposes; lay berth will be on an as available basis only.

Gangway

It is the responsibility of the vessel to provide safe access via SOLAS approved gangway for safe means of embarkation. Any means of access must meet regulatory standards and should be correctly rigged by the vessel or by the terminal, as appropriate. Personnel should only use the designated means of access between the vessel and shore. If an accommodation ladder is to be used, it should be provided by the vessel.

With terminal approval, in the event that the ship's gangway or another rental gangway arranged by vessel's agent at vessel's expense is be used, it should meet the following minimum requirements: Recommended minimum length of 60 feet / 18 meters, must provide a continuous handrail on both sides, safety net, and shall provide electrical insulation between the vessel and the dock





structure. Gangway angle not to exceed 30 degrees. The Vessel should take all precautions to make the gangway as safe as possible. This may include taking on additional ballast to ensure the angle of the gangway does not exceed 30 degrees.

Vessel Maintenance and Repairs

No maintenance or repairs to the vessel which may interfere with Terminal loading operations or pose a safety risk to the facility will be allowed while berthed at the Terminal. All welding internally or externally shall require a Work Permit application and preapproval. At no point should the vessel be immobilized during their port calling.

Pilot Services

The Hudson River Pilots Association provides pilotage for the Port of Coeymans. Their website is www.hudsonriverpilots.com. The 24-hour dispatch is 1-(718)-815-4316 and all communications should be coordinated through the vessel's agent.

Assist Tug Services

The Port of Coeymans twin screw assist tug minimums:

500 ft. / 152.3 m or greater	2 primary tugs, combined 5,000 HP
499. / 152.0 m or less	1 primary tug, minimum 2,500 HP

- All vessels under 499 ft. shall have an operating bow thruster in order to utilize one primary tug. Master or Pilots has ultimate discretion for additional HP or assist tugs beyond the minimum.





Dock Information

Port of Coeymans Terminal does not warrant the water depth at any berth. Vessel shall at all times maintain the proper UKC while at the facility.

Berth Name	Port of Coeymans, Main Dock 1
Dock Construction	Steel & Concrete
Water Depth in Approaches	32 ft. / 9.75 m
Water Depth Alongside Berth	32 ft. / 9.75 m
Required Under Keel Clearance	2 ft. / 60.9 cm
Maximum LOA	750 ft. / 228.5 m
Minimum LOA	N/A
Maximum Beam	135 ft. / 41.1 m
Maximum Approach Velocity	0.49 fts/ 0.15 cms
Maximum Approach Angle	6 degrees
Dock Operating Hours	24 hours per day



Mooring Configuration

The following is the minimum required mooring line arrangement. Reference the Mooring Layout sketch for reference but the Master is always ultimately responsible for safe mooring.

- (4) Headlines
- (4) Stern Lines
- (2) Spring Line Forward
- (2) Spring Line Aft

If wire rope mooring lines are used, they must be equipped with pennants. Mooring lines must always remain taut. Loading operations will be stopped if lines become slack.

Mooring Layout Sketch

Actual Mooring Arrangement May Vary





Loading or Unloading Rates

The Stevedoring team will communicate with the vessel and terminal the stowage plan and the loading / unloading rates and equipment clearance as per the contract/offer.

SAFETY

Personal Protective Equipment (PPE)

The Port of Coeymans requires the following minimum PPE to be worn while performing any tasks on the site or walking through restricted areas.

- Hard hat
- Steel toed safety shoes
- Safety glasses
- Personal Flootation Device (PFD) only required if within 6 ft of bulkhead.

Ship Movement

Anchoring is not allowed at any of POC berths.

Vessel lines must always be kept taut and secure. The vessel's Deck Watch must remain continuously alert for vessel movement off spot. If the vessel moves more than two feet away from the dock or in either direction along the dock, all cargo transfer operations will be immediately suspended. Operations must not resume until the situation is corrected and the POC Dock Supervisor is notified

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I. Definitions

“Cargo” shall mean goods, equipment, or other property in Carver Maritime’s actual or constructive possession or control, whether in transit by any means or in storage.

“Carver Maritime” shall mean Carver Maritime, LLC, Patriot Stevedoring & Logistics, LLC, Port of Coeymans, Coeymans Marine Towing LLC, *other Carver entities here*, including their owners, members, employees, directors, agents, and affiliated companies.

“Carver Maritime Pier” shall mean any portion of a Facility that is subject to the Maritime Transportation Security Act of 2002 or is otherwise designated by Carver Maritime as a restricted access area.

“Facility” or “Facilities” shall mean any warehouse, terminal, wharf, dock, pier, tank, crane, barge, office, or other place or structure owned or operated by or for Carver Maritime and used for the handling or storage of cargo and other goods, or for the loading and unloading of vessels, trucks, rail cars, intermodal containers, and other conveyances, including all adjacent or appurtenant land, submerged land, and waters.

“Hazardous Materials” means hazardous materials as defined in 49 CFR 172.101, extremely hazardous substances as defined in 40 CFR 355 Appendix A, CERCLA hazardous substances as defined in 40 CFR 302 Table 302.4, any goods or cargo classified as dangerous in the IMO International Dangerous Goods Code.

“Merchant” shall mean the owner, shipper, receiver, consignee, or other person with an interest in or right to dispose of Cargo, together with their agents and anyone acting on their behalf. It includes, without limitation, any User who stores Cargo at Facilities or whose Cargo travels over any Facilities.

“Notice,” “Notify” and “Notification(s)” shall be mean communication to Carver Maritime by telephone **and** email to Carver Maritime according to the Carver Maritime Notifications Table, by location of Facility as set forth herein at Rule 17.

“Ocean Carrier” shall mean any shipping line, steamship line, and/or owner, operator, or charterer of any Vessel.

“Overtime” means work performed outside the Regular Terminal Operating Hours.

“Services” shall mean, without limitation, line handling, stevedoring, equipment operation, bunkering and watering of Vessels, cleaning of Vessel holds and Facilities, storing and warehousing of Cargo, and loading, discharging, and transloading Cargo.





“Tariff” shall mean the terms and conditions set forth herein, including any amendments or additions to the same.

“User” shall mean any person using any Facility or Facilities, including, without limitation, any vessel owner, vessel operator, railroad, trucking company, merchant, shipper, receiver, consignee or owner or person entitled to possession of goods or Cargo, together with the agents, forwarders, or other representatives of such persons. “User” shall include such person’s officers, directors, employees, agents, subcontractors at any level, and anyone present at a Facility at User’s direction or in connection with User’s business purpose.

“Vessel” shall include ships, barges, and any other conveyance used to transport goods by water, whether or not self-propelled, as well as any floating plant or equipment employed by User.

II. General Rules

Rule 1

GENERAL APPLICATION

The rules and regulations published in this Tariff apply to all use of or operations on Facilities, including, but not limited to, all cargo, vessels, trucks, railcars, personnel, steamship lines, stevedoring companies, ships’ agents, shippers or consignees, and rail or trucking companies moving through the Facilities.

Wharfage charges published in this Tariff are secured by a maritime lien against the Vessel but are also payable by the owner, operator, charterer, or agent of the Vessel.

Cargo handling and storage charges will be quoted on an individual basis between Carver Maritime and the Merchant.

The handling charges apply on the gross weight of the cargo, unless otherwise noted.

The handling charges will be assessed per 2,000 pounds, unless otherwise noted.

The use of Facilities constitutes an acceptance by the user of all charges, rules and regulations published in this Tariff and the user agrees to pay all charges and be governed by all rules and regulations published in the Tariff.

Charges, rates, rules, and payment terms for services, as provided in this Tariff, may be varied by written agreement signed by an authorized representative of Carver Maritime.

Cargo handling charges are quoted on a case by case, client by client, and product by product basis.





Rule 2

SERVICES RESERVED

Services will be performed only by Carver Maritime personnel unless Carver grants permission in writing for other personnel to perform such Services. If Carver Maritime grants such permission, Carver Maritime shall be paid for labor, materials, utilities, or facilities it may furnish in connection with such Services, including personnel it may furnish to protect its interest. No mechanical equipment may be brought or used on Carver Maritime Facilities without prior written permission.

Rule 3

INDEPENDENT CONTRACTOR

Carver Maritime shall act as an independent contractor under this Tariff. It shall perform its obligations under this Contract using its own employees or agents. It shall decide on the manner and means of accomplishing those obligations and shall direct, control and supervise its employees. It shall comply with all payroll tax, withholding, social security, unemployment, and related employer obligations. Carver Maritime shall not hold itself out as an agent of or joint venture with User and Carver Maritime shall have no authority to act on behalf of User except to the extent necessary to accomplish its obligations under this Contract.

Rule 4

REPORTING OF ACCIDENTS, INJURIES OR DAMAGES

The User shall immediately Notify Carver Maritime of any and all accidents, injuries, fires, involuntary releases of cargo, involuntary releases of liquids of any nature, incidents requiring emergency response, or injuries requiring any medical treatment on or away from the Facility.

Additionally, the User shall immediately Notify Carver Maritime of any damages to Cargo or other property of, or in the care, custody, or control of any party, if said damages are alleged to have resulted from or in any way related to Carver Maritime's operations. Carver Maritime will not entertain any responsibility for damage(s) unless given timely opportunity to inspect said damage(s) at the time of discovery. A joint inspection may be requested by either party to determine liability and the scope of damage. Either party may hire a qualified surveyor at its own expense to investigate said damage(s). If the parties should disagree as to fault, they may meet thereafter in an attempt to resolve the claim.





Rule 5

CARVER MARITIME HELD HARMLESS

All Users of Carver Maritime property, Facilities, services, and intermediary functions agree to and shall indemnify, protect, save and hold Carver Maritime harmless against any and all causes of action, suits, claims, damages, or demands of whatever kind or nature, including but not limited to claims for consequential damages, personal injury, wrongful death, breach of contract, property damage, natural resource damage, loss of income or earnings and civil or criminal fines (hereinafter “Damages”) that are incident to, relate to, arise out of, or result from the User's use or operations on the Facilities or User's the presence by User in or upon Facilities, regardless of whether the Damages are due in whole or in part to negligence on the part of Carver Maritime. All users shall defend Carver Maritime and hold it harmless from any legal or equitable action brought against Carver Maritime based on said Damages and pay all expenses and attorneys' fees in connection therewith. The indemnity and hold harmless obligation of User herein arising out of any violation by User of any environmental rule, regulation, or law of any state and/or federal agency in force now or enacted in the future shall survive the term of User's use or occupancy of Carver Maritime's Facilities. All Users' indemnity obligations herein shall be covered by a policy or policies of insurance.

Rule 6

CARVER MARITIME LIABILITY

Except as may be caused by its own **gross** negligence or intentional conduct, Carver Maritime shall not be liable for any loss or Damages to any person, entity, Cargo, container, chassis, or other property handled over or through its Facilities or stored in its Facilities resulting from the User's use of Carver Maritime's property, Facilities, services, and intermediary functions, including but not limited to: fire; water; explosion; breakdown or failure of machinery or equipment; collapse of buildings, sheds, platforms or wharves; settling of floors or foundations; breakage of pipes; condemnation; rats, mice, moths, weevils, or other animals or insects; earthquakes or floods; frost or the elements; lightning, storms, wind, hurricanes, or other weather-related occurrences; strikes, lockouts or other work stoppages; civil disturbances; riots; tumult; insurrection; disorder epidemic; pandemic; acts of interference by military or governmental authorities; war; acts of terrorism; acts of the public enemy; failure or delay of any manufacturers, entities, or persons from whom Carver Maritime is obtaining machinery, equipment, materials, or supplies to deliver the same; acts of God; robbery, theft, pilferage or vandalism; the negligence of its employees, operators, agents, subcontractors, or any other person as to whom Carver Maritime might be charged with liability; or any other events or circumstances beyond the control of the Carver Maritime.





EXCEPT AS EXPRESSLY STATED HEREIN, CARVER MARITIME DISCLAIMS EVERY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANLIKE PERFORMANCE, OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding anything to the contrary contained herein, Carver Maritime does not waive any rights or defenses to liability.

Any limitation of liability contained in a bill of lading or other document by which goods, Cargo, or containers are traveling shall, to the extent applicable to stevedores, terminal operators, warehousemen, or other agents, apply to, and inure to the benefit of Carver Maritime. Regardless of the nature of the claim or cause of action, whether in contract, tort, warranty, or otherwise, Carver Maritime shall not be liable for incidental or consequential damages, costs, or expenses resulting from bodily injury or death or loss or damage to any cargo, container, chassis, or other property, including but not limited to loss of use, loss of profits, or other consequential or incidental economic loss, including loss or damage arising from Carver Maritime's own negligence. Carver Maritime shall have the option, at its sole and absolute discretion, of replacing any lost or damaged cargo, container, chassis, or other property.

Upon discovery of damage to Cargo or other property believed to have been caused in any way by Carver Maritime, the User must provide immediate Notice to Carver Maritime. Carver Maritime will not accept any responsibility for damage(s), if at all, unless given the opportunity to investigate said damage(s) at the time of discovery. A joint inspection may be requested by either party to determine liability and scope of damage. Either party may hire a qualified surveyor at its own expense to investigate any damage(s). If the parties should disagree as to fault, they may meet thereafter in an attempt to resolve the claim.

Rule 7

HOLIDAYS

The holidays are observed by each Carver Maritime terminal are set forth in that terminal's respective Cost Schedule, above.





Rule 8

REGISTRATION REQUIRED

Users must register with Carver Maritime before using any Facilities and must renew such registration as requested by Carver Maritime. Registration will consist of completing a form to be furnished and filed with Carver Maritime. Information to be furnished shall include the name and address of the User, and its principals or senior corporate officers, the location of all offices, a listing of business licenses in effect and credit references, and a 24-hour emergency contact. In addition, all Users shall furnish Carver Maritime certificates of insurance evidencing coverage requirements stated on the annual registration form. All new Users must register and furnish certificates of insurance prior to conducting any business or operations as defined in this rule.

Rule 9

PROVIDING BILLING INFORMATION

All Vessels, their owners, masters, agents, and stevedoring companies shall permit Carver Maritime access to mate's receipts, manifests, loading or discharge lists, rail or motor carrier freight bills, or any pertinent documents for the purpose of audits to determine the accuracy of reports filed or for obtaining necessary information for correct billing of charges. They shall, within five (5) regular working days after the Vessel sails, furnish Carver Maritime with information on all cargo loaded or discharged as well as any other information which might be required for the accurate billing of cargo and vessel charges. Failure to provide such information within the specified time will result in a charge of \$50.00 per day for each day beyond the five (5) regular working days allowed and may result in the denial of berth assignment for any succeeding Vessel(s) until such User is in compliance.

Rule 10

RESPONSIBILITY FOR CHARGES

The party performing the forwarding function shall be liable to Carver Maritime for the payment of terminal charges on all shipments moving through a Carver Maritime terminal. These charges shall become the obligation of the party performing the forwarding function, regardless of the identity of the carrier, beneficial Cargo owner, principal, or other party for whose benefit the forwarding function is performed. In any case of doubt as to the identity of the party performing the forwarding function, acceptance of the warehouse receipt, inventory record, or other similar document tendered by Carver





Maritime shall constitute an admission by the party accepting it that it is performing the forwarding function.

The local husbanding agent handling the Vessel or representing the Ocean Carrier shall be responsible to Carver Maritime for terminal charges assessed against the Vessel or Ocean Carrier. The barge operator or line or its agent shall be responsible to Carver Maritime for terminal charges assessed against barges.

On each shipment, inbound or outbound, Carver Maritime shall have the right to refuse to release a shipment until given satisfactory assurance that all terminal charges against the shipment will be paid.

Rule 11

PAYMENT OF INVOICES

All invoices issued pursuant to this Tariff and are due on presentation, payable to Carver Maritime in United States dollars. Failure to pay within 30 days (or within the time specified in an agreement between the user and Carver Maritime) will result in the User being denied further use of Carver Maritime Facilities until all outstanding charges have been paid. Carver Maritime reserves the right to estimate and collect in advance all charges against Cargo or Vessels if credit has not been established with Carver Maritime or if parties representing such Cargo or Vessels have been delinquent in their payment of past invoices. Use of Facilities may be denied until such advance charges have been paid. Carver Maritime reserves the right to apply any payment received against the oldest outstanding invoices. Amounts outstanding after 30 days are subject to interest at a rate of 1.5% per month or 18% per annum or else at the highest rate allowed by law.

Illegal, invalid, or unenforceable term be replaced by one that is legal, valid, and enforceable and comes closest to expressing the intention of such invalid or unenforceable term.

Rule 12

LIENS

Title to Cargo shall at all times remain with the Merchant or its assignees, subject to any lien asserted by Carver Maritime. At all times permitted by law, Carver Maritime shall have all applicable statutory, common law, and contractual liens upon all of Merchant's Cargo at any time, and located at any Facility, for all charges payable by User or Merchant, as applicable, whether incident to the Cargo then in or on the Carver Maritime Facilities or arising in connection with any and all other agreements between Carver Maritime and User or Merchant. In no event shall any Cargo be released until all sums due to



Carver Maritime from User or Merchant, whether or not due in connection with the Cargo, are paid in full.

Rule 13

RESPONSIBILITY FOR CLEANING FACILITIES

User shall be responsible for cleaning Facilities after each use, including adjacent aprons and gutters. If Facilities are not properly cleaned, Carver Maritime shall order them cleaned and bill the responsible party at the actual cost of the cleaning, including any cost to dispose of surplus material, plus fifteen percent (15%).

Rule 14

RESPONSIBILITY FOR DAMAGE TO FACILITIES

All Users of Facilities, including Vessels, Ocean Carriers, and agents, shall be held responsible for all damage resulting from use of Facilities. Carver Maritime reserves the right to repair or replace such damaged Facilities or contract for repair or replacement of the same. Any users damaging Facilities shall be liable for actual cost of repair or replacement of the damaged facilities, plus a charge of fifteen percent (15%) for overhead and supervision, plus such other damages recoverable under the applicable law.

Carver Maritime may detain any Vessel responsible for damage until security has been given in the amount of the amount of one and one-half times the estimated cost of repair or replacement of the damaged facilities, or, if repairs or replacement have been completed, the actual cost to repair the damage or replace the damaged Facilities, plus fifteen percent (15%) for Carver Maritime overhead and supervision, plus an amount sufficient to secure Carver Maritime's reasonable attorneys' fees and costs.

If legal action is necessary to collect the cost of repair or replacement of the damaged Facilities, Carver Maritime shall be entitled to recover the costs of collection from the User or other responsible party, including reasonable attorneys' fees, which fees shall not be less than fifteen (15%) of the amount of the actual costs of repair or replacement and Carver Maritime overhead and supervision, which collection costs shall be made part of any judgment obtained.





Rule 15

SAFETY AND WORKMANLIKE PERFORMANCE

User covenants and agrees to prohibit the use or consumption of alcoholic beverages, drugs, or other intoxicants by Users and its employees, agents, contractors, subcontractors, suppliers, business invitees, visitors, and all other persons transacting business with or for such users or in any way related to user's business in or upon Facilities.

User shall conduct its operations and activities at Facilities in a safe and workmanlike manner, shall comply with all safety rules and regulations of Carver Maritime, and shall comply with all applicable federal, state, and/or local laws, rules, and regulations, including but not limited to those imposed by the U.S. Occupational Safety and Health Administration, the U.S. Coast Guard, the U.S. Environmental Protection Agency, the U.S. Department of Homeland Security, Customs and Border Protection, and the U.S. Department of Transportation. User shall require the observance of these safety laws, rules, and regulations by its employees, agents, contractors, subcontractors, suppliers, business invitees, visitors, and all other persons transacting business with or for such Users or in any way related to User's business in or upon the Facilities. User agrees, for itself and any employee, contractor or other person working for or on behalf of the User, to always observe due care as required by the circumstances of its operations on Facilities. Also, neither User, its employees, or any contractor or other person engaged in the performance of User's operations shall require any person to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to anyone's health or safety.

Rule 16

PERSONNEL AND VEHICLE ACCESS TO FACILITIES

All Carver Maritime Piers are restricted access areas. Entry onto a Carver Maritime Pier is allowed for valid, verifiable business only. Persons seeking entry must present photo identification (ID) approved by and acceptable to Carver Maritime; entry is not permitted without an approval and valid photo ID.

All User personnel who require regular access to Carver Maritime Pier must apply for Transportation Worker Identification Credential (TWIC) cards issued by the United States Transportation Security Administration. Regular access is access more than twice within any consecutive 30-day period. TWIC cards must be displayed at all times while on any Carver Maritime Pier.

All persons operating vehicles on Facilities must abide by all traffic and parking regulations, signs and traffic control signals and pavement markings. Violations shall result in suspension of vehicle access privileges and/or impoundment or removal of the vehicle, as appropriate in the judgment of Carver





Maritime. Habitual offenders shall have vehicle access privileges revoked at Carver Maritime’s sole discretion.

Vehicles improperly parked in areas designated as restricted or no-parking areas may be towed, removed and/or impounded, with or without notice, at the risk and expense of the owner.

Carver Maritime enforces the laws, rules, and regulations promulgated under the Maritime Transportation Security Act of 2002. Entry into certain Carver Maritime Facilities constitutes valid consent to the search of persons, vehicles, and property. Security screenings and searches may include, without being limited to, visual inspection, inspection inside packages and containers, and use of mirrors, screening devices, or dogs. Searches may be conducted at random.

Persons or vehicles failing to comply with this Rule may be denied access to Carver Maritime facilities and/or removed from Carver Maritime Facilities.

Rule 17

NOTICES TO CARVER MARITIME

Notice to Carver Maritime must be made to the concerned Carver Maritime Facility by telephone **and** email. Contact information for providing Notice is as follows:

Charleston, South Carolina

Pier J

1400 Pierside Street, Bldg 190 Suite D,

N. Charleston, South Carolina 29405

T: 843-779-0199

Email: opsmaritime@carvercompanies.com

Port of Coeymans

2170 River Road, P.O. Box 890

Coeymans, New York 12045

T: 518-756-2164

Email: ops@carvercompanies.com





Somerset, Massachusetts

Brayton Point Commerce Center

Patriot Stevedoring

1 Brayton Point Road

Somerset Massachusetts 027225

T: 518-756-2164

Email: ops@carvercompanies.com

Staten Island, New York

North Shore Terminal

2541 Richmond Terrace

Staten Island New York 10303

T: 518-756-2164

Email: ops@carvercompanies.com

Rule 18

INSURANCE

The charges published in this Tariff do not include any expense of insurance covering Merchant's interest in Cargo nor will such insurance be affected by Carver Maritime under its policies.

The User shall, at its own cost and expense, maintain the insurance coverages stipulated in this Rule during any use of or operations on Facilities. Users must submit certificates of insurance and endorsements to be maintained on file by Carver Maritime, to be promptly supplemented upon any changes in the User's insurance coverages. Such certificates of insurance and endorsements shall be in a form acceptable to Carver Maritime and shall show the policies include all coverages and endorsements required. Upon request by Carver Maritime, Uses shall provide Carver Maritime copies of all insurance policies and endorsements that are required to be maintained pursuant to this Rule.

I. General

a. Workers' Compensation and Employer's Liability Insurance covering all persons in the employ of User. Such insurance shall be provided in accordance with all applicable federal and state laws. Employer's Liability Insurance limits shall not be less than One Hundred Thousand Dollars (\$100,000.00) per accident and One Hundred Thousand Dollars (\$100,000.00) per employee for disease claims. The policy shall include an endorsement waiving the right to subrogate against Carver Maritime.

b. Commercial General Liability Insurance (including broad form contractual liability coverage) to cover User while operating on Carver Maritime Facilities and/or while performing work using Carver Maritime property, from any and all claims for damages arising out of bodily injury, sickness or disease, including wrongful death, or property damage, which may result from its operations. Commercial General Liability





Insurance limits shall be determined by business type at the sole and absolute discretion of Carver Maritime, but in all cases it shall be in the amount of not less than One Million Dollars (\$1,000,000.00) combined single limit for Bodily Injuries and Property Damages arising out of any one incident; or not less than One Million Dollars (\$1,000,000.00) applying separately to Bodily Injury and to Property Damage Liabilities, if the policy is issued with separate limits. The policy shall also include an aggregate of at least Two Million Dollars (\$2,000,000.00). The policies shall provide protection at least as broad as that provided by the most recent edition of the Commercial General Liability Policy promulgated by the Insurance Services Office (ISO) and shall be underwritten on an occurrence basis only. Carver Maritime shall be named as an additional insured with respect to the Commercial General Liability policy and shall include a waiver of subrogation in favor of Carver Maritime. Required General Liability insurance limits may be met by a combination of General Liability and Excess Liability policies.

c. Automobile Liability Insurance to cover any automotive vehicle owned, leased, borrowed, or otherwise used by User. Automobile Liability Insurance shall be in the amount of not less than One Million Dollars (\$1,000,000.00) combined single limit for Bodily Injuries and Property Damage Liabilities or if the policy is issued with separate limits, the limit shall not be less than One Million Dollars (\$1,000,000.00) for Bodily Injuries and One Million Dollars (\$1,000,000.00) for Property Damage Liabilities. The policy or policies shall be at least as broad as that provided by the latest edition of the Business Automobile Policy promulgated by the ISO.

d. If any Vessels are used in connection with the work to be performed on Facilities, User shall provide (a) Protection and Indemnity Insurance and (b) Hull & Machinery Coverage with the running down clause covering such Vessels. The policy limit for the Protection and Indemnity policy shall be at least Five Million Dollars (\$5,000,000.00) for each accident and shall include coverage for Jones Act/crew and for wreck removal. The Protection and Indemnity policy shall be endorsed to name Carver Maritime as an additional insured.

e. Property or Inland Marine Insurance shall be carried by and be User's responsibility as User may deem advisable on any Cargo or any other property stored or maintained within or attached to Facilities. Except as caused by its own negligence, Carver Maritime is not responsible for Cargo, or any other property owned by User or in User's care, custody, or control.

f. The insurance required herein shall be endorsed to provide that it is primary with respect to any insurance carried by Carver Maritime and no insurance coverage of Carver Maritime shall be called upon to contribute to the payment of any losses that would otherwise be paid by the user or covered or paid by the User's insurance.

g. The above insurance policies shall remain in full force and effect and shall not be canceled, allowed to lapse, or allowed to expire while User maintains active operations or use of Facilities. Carver Maritime reserves the right to modify insurance requirements herein at its sole and absolute discretion.



II. Ocean Carrier

In addition to insurance requirements listed above in “I. General” of this Rule, Ocean Carriers calling at Facilities shall also, at their own cost and expense, maintain and provide evidence that the following insurance coverages are in force covering their operations on Facilities: Protection and Indemnity and Hull & Machinery Coverage with the running down clause covering any Vessels used in a service calling at Facilities. Such coverage shall include wreck removal. The policy limit for the protection and Indemnity Coverage shall be not less than Five Million Dollars (\$5,000,000.00) for each accident and shall include Jones Act/crew coverage.

III. Stevedoring Companies

In addition to insurance requirements listed above in “I. General” of this Rule, stevedoring companies must also, at their own cost and expense, maintain and provide evidence that the following insurance coverages are in force covering their operations on Carver Maritime facilities.

a. If any of the stevedoring company’s employees, agents, contractors, subcontractors, suppliers, business invitees, visitors, or any other persons transacting business with or for such stevedoring company or in any way related to the stevedoring company’s business in or upon Facilities are subject to the United States Longshore and Harbor Workers’ Compensation Act, 33 U.S.C. §§ 901 *et. Seq.*, Longshore and Harbor Workers’ Compensation Act coverage, and such coverage shall include an endorsement waiving the right to subrogate against Carver Maritime.

b. Terminal Operators Legal Liability coverage in an amount of not less than Ten Million Dollars (\$10,000,000.00) to cover the stevedoring company’s operations on Facilities. Carver Maritime shall be named as an additional insured with respect to the Terminal Operators Legal Liability policy.

c. If the stevedoring company employs Vessels in connection with its work, it shall provide to Carver Maritime evidence of Protection and Indemnity and Hull Coverage with the running down clause covering any Vessels used. The policy limit for the Protection and Indemnity coverage shall be not less than Five Million Dollars (\$5,000,000.00) for each accident and shall include Jones Act/crew coverage and coverage for wreck removal. The Protection and Indemnity policy shall be endorsed to name Carver Maritime as an additional insured.





Rule 19

CHOICE OF LAW AND FORUM

The rights and obligations of Carver Maritime and User/Merchant shall be governed and determined by the General Maritime and Statutory Laws of the United States as supplemented by the laws of the State where Carver Maritime has rendered Services to the User/Merchant, including that State's lien laws, as applicable. The User/Merchant hereby submits to the exclusive personal jurisdiction and service of process of the state and federal courts within the State where Carver Maritime has rendered its Services with respect to any dispute arising out of or in any way related to the terms of this Tariff, and the Services performed, and payments due thereunder. BOTH USER AND CARVER MARITIME HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT RELATING TO THIS TARIFF OR SERVICES PERFORMED.

Rule 20

SEVERABILITY

If any term of this Tariff is to any found to be illegal, invalid, or incapable of being enforced, such term shall be excluded only to that extent. All other terms shall remain in full force and effect. To the extent permitted and possible, it is intended that the illegal, invalid, or unenforceable term be replaced by one that is legal, valid, and enforceable and comes closest to expressing the intention of such invalid and unenforceable term.

III. Cargo

Rule 21

HAZARDOUS CARGOES

A. General Rule

Shipments of Hazardous Materials will be permitted only upon full compliance with applicable federal, state, local and private regulations.

Anyone tendering Hazardous Materials for storage and/or movement through Facilities shall provide advance notification to Carver Maritime in accordance with prevailing published hazardous commodities





rules or, in the absence of such rules, within a reasonable time. It is the responsibility of the customer or its agent to request and receive advance approval from Carver Maritime.

Users may not unload, handle, or store Hazardous Materials on Carver Facilities except as approved in writing by Carver Maritime after proper notice.

All Hazardous Materials authorized for storage at Facilities must be segregated from non-hazardous materials in accordance with 49 CFR Part 176 or other applicable law or regulation, or else as directed by Carver Maritime.

B. Release and Spills

All releases or spills of any substance into the environment must be promptly reported to the appropriate governmental entity as required by law.

1. Emergency Contact

In the event of any spill or release or hazardous material related emergency, User shall Notify Carver Maritime immediately. This is in addition to any further notifications required by law or by this Tariff. This rule applies to any spill or unintended release of any substance into the environment, whether solid, liquid, or gaseous and whether hazardous or non-hazardous.

2. Spills Aboard Vessels

In the event the User or Ocean Carrier becomes aware of any release onboard or from a Vessel, User or Ocean Carrier must Notify Carver Maritime immediately and prior to the Vessel's arrival. Ocean Carriers lacking a U.S. coastwise endorsement shall promptly notify the United States Department of Homeland Security, Customs and Border Protection of any release of goods or Cargo from the vessel.

3. Facility Spills

The User shall promptly notify Carver Maritime, in addition to all government agencies requiring notification, of any actual or threatened release of any substance on Facilities regardless of whether the substance is a regulated or hazardous substance.

The User shall at its sole expense, promptly take all necessary actions to remove the substance(s) and return Carver Maritime's Facilities and any adjacent waters to their condition prior to the release, always in compliance with all applicable environmental laws. If User does not take prompt action to effect cleanup, Carver Maritime may undertake cleanup operations, and User shall reimburse Carver





Maritime for all such costs within thirty (30) days of written demand by the Carver Maritime. User shall provide Carver Maritime copies of all reports provided to all regulatory agencies referenced herein until such time as the regulatory agencies release the User from any further actions or monitoring of any release or violation.

4. Indemnity and Liability

Any person or firm handling, using, owning, transporting, possessing, or disposing of Hazardous Materials shall also indemnify Carver Maritime and hold it harmless from all damages, claims, expenses, including attorneys' fees resulting from the presence of such materials at or near Carver Maritime Facilities.

Rule 22

FREE TIME

Free time and storage, demurrage etc. are cargo specific and established by private agreement. In the absence of any agreement as to free time, storage charges on Cargo present on Facilities will accrue immediately. Carver Maritime may alter the allowable free time on any Cargo if terminal or Cargo operations or Cargo are interrupted by war, earthquake, flood, fire, riot, or any unusual occurrence which, in the judgment of Carver Maritime, warrants the alteration of such free time.

Rule 23

COMPUTATION OF STORAGE

Except as otherwise shown, the storage charges published in this Tariff are for each calendar day. Storage charges published in this Tariff will be assessed per 2,000 pounds, unless otherwise noted. Storage on export Cargo will cease to accrue when Cargo is loaded aboard a vessel. Storage will be calculated using daily rates on a calendar month basis with each month being defined as a 30-day period beginning on the first of a given month. Partial month storage will be calculated on actual days in store and minimums will apply.





Rule 24

LOADING OR UNLOADING TRUCKS

Carver Maritime requires scheduling in advance of all receipt and delivery of breakbulk Cargo by truck. Trucks that arrive after their scheduled time slot or without a scheduled time slot will be considered unscheduled and may not be serviced immediately.

Although Carver Maritime will attempt to serve unscheduled or late trucks during the day of arrival, such service is not guaranteed. Unscheduled trucks may be scheduled on a subsequent day. Carver Maritime may charge for overtime if loading or unloading of trucks cannot be performed during straight time. Additional charges for services performed in overtime status may be applicable. Carver Maritime will not be responsible for truck lashing or unlashng, which is the responsibility of the trucker.

Rule 25

LOADING OR UNLOADING RAIL CARS

All cars furnished by rail carriers will be accepted if in good order and loaded or unloaded at regular rates, but any improperly loaded cars will be handled at special rates. The rail carrier will be called, and a special contract will be executed for unloading of the improperly loaded cars. If rail cars have not been properly cleaned before placing on rail, the rail carrier will be held responsible for contamination and for detention of cars until they are properly cleaned. Any services required by rail carriers will be performed on a cost plus thirty (30%) percent basis.

Rule 26

NON-RESPONSIBILITY FOR DEMURRAGE OR DETENTION

Carver Maritime will not be responsible for any demurrage or detention on rail cars, trucks, containers, chassis, or Vessels, except for any portion of the charge caused by Carver Maritime's own negligence.

Rule 27

QUOTATION OF SPECIAL CHARGES, RULES, OR REGULATIONS

Carver Maritime may quote special charges, rules, or regulations.

When special charges, rules, or regulations are quoted or negotiated, such arrangements shall apply only to the requesting party or, in the case of customs brokers and/or freight forwarders, the Cargo





account they represent. Such special charges, rules, or regulations shall apply to no other party unless agreed to by Carver Maritime.

Rule 28

CARGO LIKELY TO DAMAGE OTHER CARGO

If, in the sole discretion or opinion of Carver Maritime, any Cargo is likely to damage other cargo, that Cargo may be moved to another shed, warehouse, or private facility at the risk and expense of the cargo's owner, without the necessity of prior notice to the Merchant.

IV. Vessels

Rule 29

DOCKAGE

Dockage charges are assessed against the vessel and will be computed on LOA (length overall) of the vessel as published in *LLOYD'S REGISTER OF SHIPPING* or as otherwise ascertained at Carver Maritime's discretion.

Advance berthing arrangements must be made with Carver Maritime for all vessels and barges via the **Carver Maritime Berth Application**. Carver Maritime must approve the Berth Application before the vessel is granted a berth.

Users must notify Carver Maritime of the estimated time of arrival of Vessels at least 48 hours in advance of their arrival.

Users must notify Carver Maritime of the Vessels' estimated time of departure at least 2 hours prior to their sailing.

Users must notify Carver Maritime at least one day in advance for requesting water. Any after-hours requests are subject to labor availability. Hook ups could be denied or delayed.

CARVER MARITIME DOES NOT WARRANT THE SAFETY OF THE BERTHS AT ANY OF ITS FACILITIES. ALL INFORMATION AS TO AVAILABLE DEPTH IS ADVISORY AND MUST BE VERIFIED BY THE USER BEFORE ANY VESSEL MAKES BERTH. CARVER MARITIME SHALL NOT BE LIABLE FOR ANY OBSTRUCTIONS AT ANY BERTHS IN THE ABSENCE OF ACTUAL KNOWLEDGE OF THE EXISTENCE OF SUCH OBSTRUCTIONS.



Rule 30

DISCHARGE OF RUBBISH OR DUNNAGE

Discharging ballast, rubbish, or dunnage in the slips or channels is prohibited. Vessels must obey all local, state, national, and international environmental laws, and regulations.

Rule 31

BERTH POLICY

All vessels shall complete the Carver Maritime Berth Application and have it approved prior to arrival at a Carver Maritime Facility.

All vessels off proforma will be accommodated on a first come, first serve basis based on Notice of Arrival.

Rule 32

BERTH LOCATION

Carver Maritime will, in its sole and absolute discretion, assign berth locations for the optimal utilization of Facilities, taking into account any and all elements which Carver Maritime, in its sole and absolute discretion, chooses to consider in order to maximize berth and Facilities utilization and efficiency.

Rule 33

VESSELS REQUIRED TO WORK IN OVERTIME

Carver Maritime may require a Vessel to work continuous days and expeditiously when deemed necessary for the overall interest of its Facilities until it completes loading or discharging, and any expense shall be for the account of the Vessel. In lieu of working overtime, a Vessel may vacate the berth and await another berth. Vessels refusing to work overtime or to vacate the berth may be ordered moved by Carver Maritime at the Vessel's expense.



Rule 34

VESSELS TO VACATE

Carver Maritime may order any Vessel to vacate any berth when Carver Maritime, at its sole and absolute discretion, deems that the continued presence of such Vessel at such berth would be a potential hazard to the Vessel, the berth, Facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of Facilities by others. Such situations include, but are not limited to, the following: when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding makes the continued presence of the Vessel a threat to the Vessel and/or Carver Maritime's Facilities when the berth is committed to others under a preferential berth arrangement or other agreement, when the Vessel's Cargo or other rules represent a hazard to other Vessels, Cargo, or Facilities; and when the Vessel refuses to work continuous days to completion of its loading and/or discharge.

Carver Maritime shall provide written notice (electronic notification, facsimile transmission, etc.) to the Ocean Carrier or husbanding agent, advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least three hours prior to said time unless a shorter time is, in Carver Maritime's sole judgment, required by the circumstances.

If a Vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense + 15% which may be incurred by Carver Maritime or others as a result of such failure to vacate. Carver Maritime shall have the option, but not the duty, of moving the Vessel to another location at the risk and expense +15% of the Vessel. If such movement occurs, the User and/or Ocean Carrier shall hold Carver Maritime harmless for any damage or liability it may incur as a result of the movement.

Additionally, failure to comply with an order to vacate will result in a penalty to the Vessel of \$1,000.00 per hour for each hour of non-compliance.

In the event of breakdown or other failure of a Vessel to depart as scheduled, Carver Maritime will not be held liable for any additional costs incurred to other lines awaiting or required to vacate the same berth if said Vessel is required to remain berthed for purposes of repair or any other inspections or actions necessary to make the vessel seaworthy again.



V. Warehousing and Storage

Rule 35

COMPENSATION

The Merchant shall pay Carver Maritime the rates and charges agreed to for storage and services for its Cargo. Other services will be billed in accordance with Carver Maritime's standard warehouse related charges schedule as published from time to time. Carver Maritime may adjust these rates periodically as required after providing Merchant written notice of such changes. Fee schedule is available upon request. In the absence of any agreed or pre-existing charge for particular Cargo, Carver Maritime may charge at a reasonable rate. If actual operations vary to those specified in the agreed rate quotation and information provided by customer, then Carver Maritime has the right to notify the Merchant and Merchant agrees to compensate Carver Maritime for the additional costs and agree to new scheduled rates to match the actual operations. Storage charges are based on a calendar month. A full month's storage will apply on all Cargo received in month of receipt. A full month's storage charge will apply to all Cargo in storage on the first day of the next and every succeeding calendar month.

If Merchant fails to pay Carver Maritime's charges when due, Carver may, in addition to any other available legal remedies, dispose of Merchant's Cargo by private or public sale after written notice to Merchant. The proceeds of such sale shall be applied to all amounts due to Carver Maritime, plus all costs of sale and reasonable attorneys' fees. Merchant shall remain liable for all sums remaining due after such sale, together with costs of sale and reasonable attorneys' fees.

Carver Maritime may dispose of abandoned Cargo by sale, barter, use, or disposal. Merchant shall remain liable for all disposal costs. Cargo shall be deemed abandoned if, within thirty (30) days of written demand, Merchant has failed to remove Cargo from the Facilities.

Rule 36

FACILITIES

Carver Maritime will provide space for the storage and handling of the Cargo in at the agreed Carver Maritime Facility. Merchant is responsible to notify Carver Maritime of any special storage requirements in writing. Carver Maritime will provide all utilities except Merchant will pay Carver Maritime for trash removal, overnight delivery and other communication expense incurred in dealing with Merchant's Cargo. The payment schedule for such expenses is at Carver Maritime's then current standard rate or otherwise agreed to. Carver Maritime will provide all required equipment, except data processing hardware and software required by Merchant which shall be provided and maintained at Merchant's sole cost. Carver Maritime reserves the right to move, at Carver Maritime's expense of transfer, and





upon written notice sent to Merchant, any Cargo in storage from the Carver Maritime Facility in which Cargo is stored to an additional or replacement Facility. Unless otherwise agreed, Carver Maritime may store any Cargo outdoors. Carver Maritime is not responsible for tarping or otherwise protecting Cargo that is stored outdoors.

Rule 37

WAREHOUSING SERVICES

Carver Maritime may receive, store, arrange for shipping, and provide other related services as requested by Merchant with respect to Merchant's Cargo. The specific services which Carver Maritime shall provide Merchant, during the term of storage, are available upon request. Carver Maritime shall be responsible for selecting the area within the Facility for storing the Cargo and may, without notice, move the Cargo within the Facility. Carver Maritime shall comply with the operating procedures set forth in any operating manual prepared by Merchant, provided that Merchant shall furnish a copy to Carver Maritime in advance and obtain Carver Maritime's written consent to the provisions of the manual or any amendments to the manual. Carver Maritime shall not be liable for loss or damage to the Cargo resulting from complying with Merchant's operating procedures.

Rule 38

ACCURATE INFORMATION

Merchant will provide Carver Maritime with information concerning the stored Cargo, which is accurate, complete, and sufficient to allow Carver Maritime to comply with all laws and regulations concerning the storing, handling, and transporting of the stored Cargo. Merchant will indemnify and hold Carver Maritime harmless from all loss, liabilities, claims, costs, penalty and expense (including reasonable attorneys' fees) Carver Maritime incurs as a result of inaccurate information.

Rule 39

TITLE TO GOODS

Merchant represents and warrants that it lawfully possesses the Cargo and has the right and authority to store same with Carver Maritime. Merchant agrees to indemnify and hold harmless Carver Maritime from all loss, liabilities, claims, costs, and expense (including reasonable attorneys' fees) arising out of or relating to any dispute or litigation, whether instituted by Merchant or others, respecting Carver Maritime's right, title, or interest in the Cargo. Such amounts shall be charges in relation to the Cargo





and subject to Carver Maritime's warehouse lien. Merchant shall retain title to all Cargo and other property of Merchant stored in or located in Carver Maritime Facilities. Merchant shall not transfer title of Cargo to another party until Carver Maritime has evaluated the credit worthiness of that party and entered into a separate agreement with the new party. In all instances where Carver Maritime stores and handles Cargo for Merchant, Carver Maritime is a warehouseman as provided by law, and as such is entitled to all rights, remedies, liens, and other protections afforded a warehouseman under the Uniform Commercial Code and common law.

Rule 40

PACKAGING BULK, BULK TRANSFER SERVICES, AND CHARGES 19

From time to time, Merchant may forward material to Carver Maritime for packaging into various containers, or bulk transfer into other conveyances. Merchant shall provide Carver Maritime with written instructions reasonably in advance to the required packaging or transfer date. Carver Maritime will perform these services with written instructions transmitted by email, in accordance with a prior written agreement. In no case shall Carver Maritime be responsible for loss or error occasioned by non-specific instructions. Merchant will identify the name and type of the Cargo and any markings to be placed on the exterior of the Cargo packaging. Carver Maritime makes no warranty, express or implied, regarding the name or properties of the material. All charges for packaging or bulk transfer services are per pound or other agreed unit. All charges for these services are due upon receipt of Carver Maritime's invoicing for same.

Rule 41

LOSS OR INJURY TO CARGO; LIMITATION OF LIABILITY

Where loss or injury occurs to stored Cargo, for which Carver Maritime is not liable, the Merchant shall be responsible for, and shall indemnify Carver Maritime for the cost of removing and disposing of such Cargo and the cost of any environmental cleanup and site remediation resulting from the loss or injury to the Cargo. Cargo which is subject to damage through temperature or humidity changes or other causes incident to general storage will be received in general storage only at Merchant's sole risk for such damage as might result from general storage condition. Carver Maritime shall not be responsible for any demurrage charges unless due to Carver Maritime's gross negligence. Cargo is not insured by Carver Maritime for the benefit of Merchant against fire or any other loss, damage, or injury. Carver Maritime is not liable for contamination to any product whatsoever. In all events, Carver's liability is limited pursuant to Rule 6, above.





Unless otherwise specified, Carver Maritime's liability for loss of or damage to Cargo shall not exceed the following:

Breakbulk cargo: Not to exceed the 75 times the daily storage rate per billable package unit.

Bulk dry cargoes: \$0.01 per pound.

Bulk liquid cargoes: \$0.01 per gallon.

If a lower limitation is available under a bill of lading or other agreement, the lower limitation shall apply.

The User must submit a written claim for loss or damage of Cargo within ten (10) days from the date on which the User knew, or in the exercise of reasonable diligence should have known, of the loss or damage. Any untimely claims shall be deemed waived by User. Any suit based on loss or damage to Cargo must be commenced within two (2) years of the loss or be barred.

Rule 42

TRANSPORTATION AND TRACK STORAGE

Carver Maritime may, from time to time, be required to purchase transportation services for the shipment of Merchant's Cargo. These services will be charged as mutually agreed upon in advance, in writing. Carver Maritime assumes no responsibility for insurance or protection of the Cargo while in transit and does not warrant said transportation services. In the event of any loss or damage occasioned during transit, Merchant hereby agrees to hold Carver Maritime harmless for claims of such loss or damage. Merchant shall provide Carver Maritime with timely written instructions for the disposition of Cargo constructively placed, via delivering rail carrier, at Carver Maritime's Facilities. Car storage charges will be applied to any car constructively placed at Carver Maritime's Facilities where Carver Maritime has not received written or verbal packaging instructions within a 48-hour period beginning the time of constructive placement. Claims for Cargo shortages, based on railcar weights, shall be honored only if based on certified railroad weights. When Carver Maritime provides Merchant with periodic reports of stock balances or physical inventory, Merchant shall review same for accuracy and report any discrepancy, in writing, to Carver Maritime within 30 days of receipt of such report. If no discrepancy is reported to Carver Maritime within said 30 days, Carver Maritime's inventory shall be deemed to be correct and valid, and no subsequent claim of error may be asserted by Merchant.





Rule 43

DELIVERY AND RELEASE OF CARGO

Merchant shall deliver the Cargo to the Facility in a segregated manner, properly marked and packaged for handling. Prior to delivery of the Cargo, Merchant shall furnish a manifest showing the Cargo to be tendered for storage, with any instructions concerning storage, services, accounting, segregation, or any other requirements relating to the Cargo. In the absence of segregation instructions, Carver Maritime may commingle bulk liquid or dry cargoes of a similar nature and grade. Carver Maritime may, but is not required to, inspect all inbound shipments for visible loss or damage. Where such apparent loss or damage occurs Carver Maritime may, but is not required to, obtain a notation of such loss or damage by the carrier on the delivery receipt; prepare an inspection report; take photos of the damage; and forward the documents to Merchant. Carver Maritime retains the right to refuse acceptance of shipments that arrive in damaged condition. The bill of lading and other shipping documents for all Cargo shipped to Carver Maritime shall show Merchant as the named Consignee, with Carver Maritime shown only as the "in care of" or "notify" party. Merchant shall indemnify and hold Carver Maritime harmless from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, per diem, or charges of any nature, in connection with Cargo shipped to/from Carver Maritime. If bill of lading is signed by Merchant's representative or Ocean Carrier representative and accepted, Carver Maritime is thereby released from liability. Merchant shall provide Carver Maritime with written instructions concerning the release or other disposition of Cargo. Email, Internet, Electronic Data Interchange (EDI), or other similar communication is satisfactory, provided Carver Maritime may rely upon the information contained in the communication as received. Merchant shall determine the quantity of Cargo to be loaded into various modes of transportation and shall indemnify and hold Carver Maritime harmless where such quantities exceed any legal limit or governmental regulation. When Merchant requests that Carver Maritime tender Cargo to a carrier, Merchant authorizes Carver Maritime to rely upon weights provided by the Merchant in completing shipping documents as an agent for Merchant. Any penalty, loss expenses, or fines incurred by Carver Maritime in reliance upon same shall be paid by Merchant. Unless clearly stated to the contrary in writing, such "weights" supplied by Merchant shall include Cargo, packaging material, pallets, and dunnage supplies. Carver Maritime is not required to issue a warehouse receipt unless requested by User or Merchant. All warehouse receipts shall be non-negotiable unless a negotiable receipt is requested in writing.





Rule 44

RAIL DEMURRAGE

Carver Maritime will not be responsible for rail demurrage unless due to Carver Maritime's gross negligence. Merchant will be notified of Carver Maritime's total production volume and informed that we will process railcars on a first come, first serve basis. If volume exceeds Carver Maritime's capability, Merchant is responsible for the demurrage. Additionally, Carver Maritime shall not be responsible for payment of rail demurrage due to inclement weather, rail work, packaging, equipment breakdowns, etc.

