

TARIFF UPDATE EFFECTIVE 01OCT2026

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Tariff Information Record

Tariff: PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C.

FMC Org Number	013047
Tariff Number	200
Title	PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C.
Issue Date	01OCT1994
Type	TM
Wt Ton Value	2000
Weight Unit	LBS
Vol Ton Value	40
Volume Unit	CFT
Currency	USD
Effective	01MAY1995
Filing Codes	**C**
Desc	PUBLISHER MAIN OFFICE
Name	Same/Self
Address	
City:	
Contact	
Phone	
Fax	

Rule Index

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RULE: 1 - SCOPE Eff: 01OCT2006

Effective 01OCT2011

Filing Codes C

SCOPE:

The rules, regulations, conditions, commodity rates and/or charges set forth in this tariff apply between the following terminal(s)

NAME	ADDRESS
PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C. FMC AGREEMENT NO 224-2000616-002	635 Australia Way MIAMI, FLORIDA 33132

AND ALL POINTS

RULE: 2 - ABBREVIATIONS, SYMBOLS Eff: 01MAY1995

Effective 01MAY1995

Filing Codes C

Abbreviations

Cu.	Ft.	KD	Knocked Down
CFT	Cubic Foot (Feet)	MBF	1,000 Board Feet
CWT	100 Pounds	NO.	Number
EAN	Except as noted	NOS	Not Otherwise Specified in this Tariff
I.L.A.	International Longshoreman's Association	SU	Set Up
FT	Foot (Feet)	TEU	20 Foot Equivalent Unit (Containers)
I&S	Iron & Steel	Ton	40 Cubic Feet or 2,000 lbs as Freighted
IN	Inches	W or WT	Weight (2,000 lbs)

Symbols

(A)	Denotes Increases	**(E)**	Expiration
(C)	Denotes Change in Wording which results in neither increase nor decrease in rates or changes	**(R)**	Denotes Reduction
(I)	Denotes New or Initial Matter	**(N)**	Reissued Matter
(G)	General Increase or Decrease		

RULE: 3 - RECEIVING/DELIVERING Eff: 01OCT2009

Effective 01OCT2009

Filing Codes C

RECEIVING/DELIVERING:

"The physical handling of a container, loaded or empty, from/to an inland carrier to/from a designated point of rest." "Receiving/Delivering includes equipment inspection and TIR processing.

RULE: 4 - RECOGNIZED WORKING HOURS Eff: 01MAY2015

Effective 01OCT2022

Filing Codes C

RECOGNIZED WORKING HOURS:

A. The normal working hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Saturdays, Sundays and ILA contract Holidays excluded. POMTOC accepts trucks between 8:00 A.M. to 4:00 P.M, Monday - Friday. Working hours for Import/Booking Reefers and related equipment are from 8:00 A.M. to 3:30 P.M. and working hours for Export Reefers are from 8:00 A.M. to 4:00 P.M. These hours are subject to change at the Terminal's discretion.

B. When any type of Terminal Services are required other than during recognized regular working hours shown above, prior arrangements must be made with POMTOC and tariff rates plus overtime costs and minimum labor guarantee costs will be assessed.

RULE: 5 - HOLIDAYS Eff: 01OCT2009

Effective 01OCT2022

Filing Codes C

HOLIDAYS:

The following holidays will be observed as per I. L. A. contract:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	T. Gleason's Birthday

Good Friday	Thanksgiving Day
May Fourth	Christmas Eve
National Memorial Day	Christmas Day
Independence Day	New Year's Eve

NOTE: When any of these holidays fall on Sunday, the following Monday shall be observed. No work will be performed on New Year's Day, Independence Day, Labor Day, and Christmas Day, nor before 8:00 A.M. on the days following these holidays, nor after 5:00 P.M. on Christmas Eve or New Year's Eve, except in unusual circumstances and at the sole discretion of POMTOC and at applicable Tariff rates.

RULE: 6 – STORM PROTECTION AND RELATED COSTS - Eff: 01JAN2017

Effective 01JUL2026

Filing Codes A, C, G

STORM PROTECTION:

In the event of the receipt by POMTOC of advance warnings that storms of hurricane or near hurricane intensity are expected to pass in the vicinity of the Port or Miami, the Ocean Carrier and/or Cargo Interests of all cargo stored in the Terminal shall be required to take protective measures by removing the cargo from the Terminal as soon as possible. Should the Ocean Carrier and/or Cargo Interests fail to remove said cargo or otherwise provide the necessary storm protection, and if POMTOC is so directed by the Port and/or the United States Coast Guard or POMTOC determines in its sole discretion to do so, POMTOC will endeavor to use its best efforts to protect such cargo against storm damage to the best of its ability considering time, conditions, and materials available, all of its actions completely without liability to POMTOC and furthermore POMTOC shall be entitled to recover any and all costs associated with these storm protection services against the cargo and/or the cargo interests or Ocean Carriers based on the below schedule.

Costs for Preparation of Containers for Tropical Weather Systems

A. Revenue Producing Containers (per container) - $156.55
B. Non-Revenue Producing Containers (per container) - $65.00
C. Automobile $55.00 per automobile
D. Trucks $55.00 per truck
E. Busses $55.00 per bus
F. Boats (on Trailer) $55.00 per boat on trailer
G. Camper Trailers (Hitch Able) $55.00 per camper trailer
H. Heavy Machinery $85.00 per heavy machinery
I. Non-Self Propelled Unit $110.00 per non-self-propelled unit
J. Cargo NOS per Unit $300.00 per cargo NOS

RULE: 7 – ALL SERVICES BILLED FOR Eff: 01OCT2009

Effective 01OCT2009

Filing Codes C

ALL SERVICES BILLED FOR:

When services are performed for which no specific charges are provided in this Tariff, billing shall be rendered as follows;

Materials and mechanical equipment - actual cost plus 10%

Labor Rate - wage rates and minimum guarantees as per current Collective Bargaining Agreement plus Welfare, Pension, Vacation and Holidays, plus 25%; plus Insurance and Taxes.

RULE: 8 – HEAVY LIFTS Eff: 01OCT2009

Effective 01OCT2022

Filing Codes C

HEAVY LIFTS:

Charges will be determined by the equipment and labor required to handle heavy lifts. Rates and services shall be quoted on request or per Tariff whichever is greater.

RULE: 9 – WORK STOPPAGE Eff: 01OCT2009

Effective 01OCT2022

Filing Codes C

WORK STOPPAGE:

POMTOC is not responsible for any consequences, damages or claims of any kind arising from any stoppage of work or delays occasioned by strike or any other cause beyond the control of POMTOC

RULE: 10 – BILLING COMPENSATION Eff: 01OCT2009

Effective 01OCT2022

Filing Codes C

BILLING COMPENSATION:

POMTOC may, at their sole option, compensate carriers' agent for billing and/or collection of Terminal Charges only.

RULE: 11 – EXCLUSIONS Eff: 01OCT2009
Effective 01OCT2009
Filing Codes C

EXCLUSIONS:

Any commodity or item not included in this tariff may be covered by special arrangement with shippers or consignees.

RULE: 12 -Third Party Services / Vendors:
Effective 01OCT2022
Filing Code: C

Third Party Vendors performing services within the terminal are subject to the Insurance and Liability requirements as set forth, and maybe required to sign Agreements to that effect and agreed to, by POMTOC. The ability to perform Third Party services within the terminal is done at the sole discretion of, POMTOC. Third Party Vendors agree to adhere to all Safety, Security, Environmental and Best Practices as required by POMTOC. Failure to abide by such practices will result in the immediate termination and removal of Third Party's from POMTOC premises and subject Third Party Vendors to liability and damages for their failure to comply with these safety rules.

Charges and costs associated with performing Third Party services within POMTOC include, but are not limited to, the following:

- Security Costs
- Labor & Supervision Costs
- Facility Usage / Access Fee, to include but not limited to:
    - Terminal Operating System and Peripherals.
    - Land Usage
    - Office Space
    - Equipment Storage Space
    - Other items as agreed

Costs and charges will be determined between POMTOC and the Third Party Vendor, by agreement. The Third Party Vendor is responsible for prompt payment of any and all costs and charges.

RULE 13 -Terminal Service Recovery:
Effective 01OCT2019
Filing Code: I, A

CHARGES, INVOICES and CREDIT TERMS, all charges not otherwise guaranteed and/or paid directly by the Ocean Carrier shall be assessed against the cargo interests, the cargo and/or equipment and are to be prepaid at time of in gate and/or prior to delivery. In the event an Ocean Carrier does not have or let

its Terminal Service Agreement lapse POMTOC has the right to access these charges directly against the cargo interests, the cargo and/or equipment.
The following charges may apply:

Gate Charge (Per RULE 24)
Security fee (Per RULE 24)
Dockage & Wharfage (Per RULE 14 & 15)
Administrative Fee (Per RULE 22)
VGM Fee/System fee (Per RULE 25)
Scale Fee (Per RULE 24)
Scale Fee (Per RULE 25)
Electrical Fees (Per RULE 26)

RULE: 14 – DOCKAGE/WHARFAGE Eff: 01OCT2014
Effective 01NOV2017
Filing Codes I, C

DOCKAGE/WHARFAGE:

"Dockage" means the charges the county assesses pursuant to the tariff (Port of Miami-Dade Tariff) against a vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

"Wharfage" means the charges that the county assesses pursuant to the tariff (Port of Miami-Dade Tariff) or otherwise against the cargo or vessel on all cargo passing or conveyed over, into, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf or when moored in a ship adjacent to the wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

"TEU" means on twenty (20) foot equivalent unit container, whether full or empty. Any container of thirty (30) to forty-five (45) feet in length shall count as two TEUs. All containers longer than forty-five (45) and up to forty-eight (48) feet in length shall count as two and one-half (2.5) TEUs. All containers over forty-eight (48) feet and up to sixty (60) feet in length shall count as three (3) TEUs. Containers of any other length shall be divided by twenty (20) feet to determine a TEU value. For TEU throughput calculation purposes only, each vehicle, car, tractor trailer, boat, or other mobile equipment shall count as two-thirds (2/3) of a TEU, unless such vehicle, car, tractor trainer, boat, or other mobile equipment is contained in a container or car rack, in which case its TEU value shall be calculated at specified in this definition.

"TEU Rate" means the rate that the terminal operator shall charge the carrier for each TEU (loaded or unloaded) transferred either to or from vessels calling the Port, in lieu of the Dockage and Wharfage rates otherwise applicable in the tariff (Port of Miami-Dade Tariff. TEU rate expressly does not apply to shifted or re-stowed containers (meaning containers temporarily removed from vessel solely to access

other containers and then stowed back on the vessel). For clarification purposes, a forty (40) foot container discharged from a vessel to the terminal area and then discharged off the Port via truck, barge, or rail would be billed to carrier at the applicable TEU rate multiplied by two (as a forty foot container counts as two TEUs). A forty-be billed to carrier at the applicable rate multiplied by 2.5 (as a 46 foot container counts as 2.5 TEUs). Dockage and Wharfage are included in the TEU rate.

RULE: 15 – TEU RATE FOR DOCKAGE AND WHARFAGE Eff: 01OCT2020

Effective 01OCT2026

Filing Codes A

TEU RATE FOR DOCKAGE AND WHARFAGE:

A. Wharfage and Dockage will be assessed against the Vessel and billed to the individual owners of such containers and/or yachts/boats on the basis of off-loaded and on-loaded containers and/or yachts/boats as scheduled below and is subject to annual increases:

TEU's 01OCT2026 – 30SEP2027	$56.30 per TEU
Yachts/Boats 01OCT2026 – 30SEP2027	$34.00 per FT

RULE: 16 – DEMURRAGE Eff: 01OCT2018

Effective 01JUL2026

Filing Codes A, C, G

DEMURRAGE:

Definitions:

DEMURRAGE - the charge assessed against IMPORT and EXPORT containers and/or cargo therein, remaining in open yard storage after the expiration of Free Time period unless prior arrangements have been made with the Terminal Operator for such storage of full containers.

FREE TIME – the period of time that a container or cargo occupies space in the terminal prior to loading on a vessel or after discharge from a vessel. Free time begins immediately after the placement of the container in the terminal or as determined by the Terminal Operator. A partial day of Free Time is considered a full day for purposes

of calculating Free Time. If a container or cargo is placed in the terminal after working hours, then free time begins when working hours resume.

CUSTOMER - any alliance, alliance member, vessel, vessel owner, carrier, agent, vessel operator, motor carrier, vehicle, conveyance, consignor, consignee, beneficial cargo owner, person, cargo, equipment, chassis, or any other person or entity, including but not limited to the agents, other providers, and other subcontractors (at any level) of any of the foregoing, who is provided with, benefits from, or receives any services whatsoever, or person or business entity who owns or claims an interest in, right to, attachment, or lien regarding any vessel, vessel equipment, equipment, or cargo.

DEMURRAGE CHARGES:

(A) Export Containers:

Free time on export containers shall be seven (7) calendar days

Dry 8-12	Calendar Days	$128.50 per TEU/Day
13-17	Calendar Days	$128.50 per TEU/Day
Over 17	Calendar Days	$175.25 per TEU/Day
Reefers over 2 working days		$234.00 per TEU/Day

Any storage incurred for Export Dry or Reefer Containers stored in the terminal's yard over the allowed free time will be the responsibility of the Customer.
Receiving export loads prior to scheduled receiving date will be allowed only if guaranteed by shipping line (up to 2 days prior of opening) $ 250.00 per TEU/Day.

Upon request for early receiving of export cargo, prior to the vessel ETA, and at the discretion of the terminal, cargo may be received early and assessed an Early Receiving Charge $250 per Load to be guaranteed by the line in addition to the normal gate charge. Free time periods and Demurrage terms apply from date of receipt.

Delivery and Acceptance of Export Containers
POMTOC may establish limits on the number of days an export container may be delivered to and accepted by a terminal ahead of the scheduled arrival of the vessel on which the container is to be loaded. Different times may apply depending on the conditions at the terminal. The limit(s) may change from time to time based on available space on the terminal.

Transfer of Ownership of Cargo for Export
The transfer of ownership of cargo for export after said cargo has been received at a terminal facility shall not entitle such cargo to additional free time.

When the vessel for any reason fails to meet the announced date of sailing, any demurrage accruing after such date shall be assessed to the account of the steamship line.

(B) Import Containers:

Free time on import containers shall be four business (4) days

Dry 5-9 Calendar Days	$128.50 per TEU/Day
10-14 Calendar Days	$128.50 per TEU/Day
Over 14 Calendar Days	$175.25 per TEU/Day
Reefers over 2 working days	$234.00 per TEU/Day

Any storage incurred for Import Dry or Reefers containers stored in the terminal's yard over the allowed free time will be the responsibility of the Customer.

Demurrage continues to accrue as the result of any governmental holds and/or transfers to an inspection site as the cargo is deemed under the responsibility of the terminal. Demurrage accrued due to governmental agency holds is for the account of the Customer.

PROCEDURE TO REQUEST MITIGATION, REFUND, WAIVER OF DEMURRAGE
Any and all questions or disputes regarding any POMTOC Demurrage Invoice or Demurrage charges, including requests for mitigation, waiver, or refund, may be directed to POMTOC's customer service department at the following email address: cservice@pomtoc.com.
Any and all requests for mitigation, waiver or refund of a Demurrage Invoice or Demurrage charges, based upon an actual billing dispute, shall be made to POMTOC in writing as soon as possible following the last date on which such Demurrage charges were incurred and, in no event, later than thirty (30) calendar days following (a) the Demurrage Invoice Date for refund requests on Demurrage payments previously made to POMTOC, or (b) the Demurrage Invoice Issuance Date for mitigation or waiver requests on Demurrage charges incurred but not otherwise paid to POMTOC as of the date of such request. With respect to containerized cargo, all such requests shall include the following information and documentation:
(a) relevant Container and bill of lading number(s);
(b) the name and voyage number of the Vessel from which the Cargo was discharged at the Terminal;
(c) the name of the Common Carrier that issued the bill of lading for the Cargo;
(d) confirmation that there are no outstanding government or Common Carrier holds against the Cargo;
(e) the specific date(s) on which Free Time and/or Demurrage are being contested;
(f) the amount sought by way of mitigation, waiver or refund;
(g) the specific reason(s) for the requested waiver, mitigation or refund; and
(h) all documentation supporting of the requested waiver, mitigation or refund.
POMTOC's customer service team will endeavor to issue a decision on each submitted request for waiver, mitigation or refund of Demurrage charges paid or, if not paid, incurred, within thirty (30) Business Days of receipt of a completed submission as described above. If a decision cannot be made

within thirty (30) Business Days, POMTOC will provide notification of the delay and its anticipated revised timeline for issuance of a decision.

RULE: 17 – TERMINAL LANDING CHARGE Eff: 01OCT2020

Effective 01JUL2026

Filing Codes A, G

TERMINAL LANDING CHARGE:

The Terminal Landing Surcharge (TLS) is a charge assessed against the import and export container/cargo. The Terminal Landing Surcharge will be the responsibility of the cargo interests unless other arrangements have been made by the Steamship Line.

Terminal Landing Charge Import Containers	$73.50 per Container
Terminal Landing Charge Export Containers	$37.50 per Container

RULE: 18 – RE-HANDLING/EXTENDED HOURS CHARGE Eff. 01NOV2017

Effective 01JUL2026

Filing Codes A, C, G

RE-HANDLING/EXTENDED HOURS CHARGE:

POMTOC reserves the right in its sole discretion to assess a charge as a result of conditions within the terminal due to factors beyond POMTOC's control, including but not limited to, additional re-handling of containers, extension of operating hours, related costs required to process containers beyond normal working hours, increases in container volumes, vessel delays, longshoremen's strikes, work stoppages, work slowdown, trucking strikes, weather conditions, pandemics and/or any other similar events that impacts the terminal or a substantial portion thereof. At the discretion of the Terminal, the charge may apply to either imports and/or export containers/cargo or both import and export containers/cargo at the designated rates below:

Re-Handling of Block Stacking of Containers	$78.30 per Container
Extended Operating Hours	$19.25 per Container

The charge for imports will be the responsibility of the cargo interests unless other arrangements have been made by the Steamship Lines. The charge for exports will be the responsibility of the Steamship Line unless other arrangements have been made.

RULE: 19 – ONLINE CONVENIENCE FEES Eff: 01OCT2021

Effective 01JUL2026

Filing Codes A, C, G

A Convenience Fee shall be applied to all online payments for terminal related fees per container. The Convenience Fee is not applicable when terminal related fees are paid by check. Customers requesting refunds for over payments are subject to an Administrative Charge of up to $35 per container and associated credit card processing fees. Customers disputing charges after the container has been removed from the terminal will be subject to account closure and held liable for an Administrative charge of up to $35 per container and for all other costs of collection including reasonable attorney's fees and court costs. POMTOC reserves the right to suspend credit card payment privileges for companies with unsubstantiated credit card claims.

Convenience Fee (Import and Export)	$7.30 per Container

RULE: 20 – EMPTY CONTAINER STORAGE Eff: 01OCT2016

Effective 01JUL2026

Filing Codes A, C, G, I

EMPTY CONTAINER STORAGE:

Storage formula is based on the monthly total of empty TEU's times FIVE (5) to determine the allowable free days. Allowable free days will be deducted from the total TEU container days to determine chargeable storage days. The chargeable container days will be assessed at the rate of $5.90 per TEU.

For those lines that average over 15 days aging on empties during the month an extended dwell time charge will be assessed in addition to the normal empty container storage charge as follows: (monthly average empty days aging – 15) Monthly empty TEU throughput $7.95.

Minimum Empty Storage Fee will be applied effective October 1, 2022. The Minimum Empty Storage Fee will be $5.90 per TEU applied to the total empty container TEU's processed by the Terminal during any particular month.

RULE: 21 – FULL CONTAINER STORAGE Eff: 01OCT2018

Effective 01OCT2022

Filing Codes C

FULL CONTAINER STORAGE:

1. Free Time Period:

Export Containers

Dry	7 Calendar Days or any part thereof
Reefer	2 Working Days or any part thereof

Vehicle exceptions due to Customs and Border Patrol requirements	By Arrangement
Import Containers	
Dry	4 Working Days or any part thereof
Reefer	2 Working Days or any part thereof

2. Full Container Storage:

Applicable only on dry import containers, provided all such containers are from one shipper to one consignee, one port of loading to one port of discharge on one vessel, and at least ten (10) containers are removed from the terminal within the free time period as defined in RULE 18 above. The steamship line must advise POMTOC in writing prior to discharge with copy of the bill of lading.

	Number of Days Waived (Working Days)
11 to 12 containers inclusive	1 day waived
13 to 14 containers inclusive	2 days waived
15 to 16 containers inclusive	3 days waived
17 to 18 containers inclusive	4 days waived
19 to 20 containers inclusive	5 days waived
21 to 22 containers inclusive	6 days waived
23 to 24 containers inclusive	7 days waived
25 containers and over	by arrangement

RULE: 22 – INSPECTION SERVICES Eff: 01OCT2019

Effective 01JUL2026

Filing Codes A, G

INSPECTION SERVICES:

All charges collected by the terminal are subject to a $37.00 administrative fee.

A. PPQ Inspection

(1) Unstack/set down/inspect/restack	$329.00 per Box
(2) Unstack/dray to shed/return/restack	$426.50 per Box Plus applicable gate charges and Security Fees

B. U.S. Customs Inspection

Dray to Shed Includes unstacking/stacking	$426.50 per Box Plus applicable gate charges and Security Fees.

C. Inspections (survey/repair)

Unstack/Stack	Empty container $ 96.75 per Box
	Loaded container $329.00 per Box

D. Inspection by U.S. Customs and Border Protection, U.S. Coast Guard or other U. S. Government agencies within the terminal, for loaded or empty containers including unstacking, grounding, and restacking:

Loaded Import Container	$329.00 per box
Loaded Export Container	$329.00 per box
Empty Container	$ 96.75 per box

E. Fumigation

Dray to & from fumigation area
Includes unstacking/stacking $426.50.00 per box

F. Preparation and furnishing services for US Customs intensive examinations including X-Ray exam.
$426.50 per box

G. Rates are based on straight time. Any services performed during overtime hours will be charged by arrangement.

RULE: 23 – CONTAINER SERVICES Eff: 01OCT2020
Effective 01JUL2026
Filing Codes A, C, G, I

CONTAINER SERVICES:

A. Transshipment Containers

A Transshipment is when cargo or a container is transferred from one vessel to the next vessel arriving at the terminal. In order to qualify for a transshipment the vessel operator and/or Carrier must identity to the terminal prior to the vessel arrival the cargo and or container(s) being transshipped and the vessels involved. Once a vessel has worked and the cargo or container(s) have been placed in the import yard of the terminal the cargo or container(s) no longer qualify as a transshipment. If the terminal is notified after the cargo or container(s) have been placed in the terminal then the Carrier will be accessed two Gates charges for the Out/In for each container, associated Security Fee(s) for each container and a separate charge for the movement of cargo or container(s) into the Export yard of the terminal.

Unstack/Dray/Restack/TIR Preparation	$77.75 per box Charge to importing and exporting line

Security Fee	$15.25 per box Charge to importing And exporting line
Total Fee per Box with Security	$186.00 per box

B. Off-hire/For Sale Containers

If specific containers are not required and /or notification is provided prior to vessel discharge no charge for segregation. If information is not provided prior to vessel discharge a segregation/handling fee will apply $96.50 per box

Delinquency fee beyond 2 working days $30.00 per TEU/day

C. Rolling of Export Loads $355.70 per box

Either by Line's request or automatically rolled by the terminal due to vessel sailing, per roll from one vessel to next available vessel or from one port of discharge to another port of discharge

D. Handling of export re-deliveries $498.00 per box Plus applicable Gate charges and security fees, labor, machine time.

E. Drayage on Island pick-up or delivery (one way) $ 213.25 per box

F. Late Gate Charge (Monday – Friday, excluding Holidays) (Container yard/gate)

5:00-6:00 PM	$ 1,840.00 per hour
6:00-7:00 PM (Meal Hour)	Double Prevailing Rate
7:00-9:00 PM (2 hour minimum guarantee)	$ 1,840.00 per hour

Late Gate Charge (Weekends or Holidays) (Container yard/gate)

(8-hour minimum guarantee) $1,840.00 per hour

Quoted late gate rates are based on minimal staffing requirements.
Additional staffing and equipment will be charged at the terminals prevailing rates.

G. Bundling/unbundling of chassis/ flat racks and other miscellaneous handling. as referenced in RULE #7.

H. Applied Seals $ 52.25 per applied seal

I. Containment Unit

Containers found to be leaking of any substance will be mitigated as best as possible until, it is the responsibility of the steamship line to take immediate action. If action is not taken, the terminal will act on behalf of steamship line. All costs involved are the responsibility of the steamship line.

Unit Containment Fee $327.60 per day, unless third party contractors are required in which event it will be the costs for third party vendors plus 25%.

J. Over-height Spreader

All Out of Gauge containers requiring use of Spreaders shall be assessed a minimum fee:

Out of Gauge Spreader Usage $734.00 per container

K. Trouble Ticket/ Customer Service Resolution Fee per Transaction:

Per service / resolution $65.00

Per placard provided $32.50

l. Peel-Off Services

Charged for Peel-Off Service, defined as a pre-arrangement between trucking company or shipper and Terminal Management whereby the trucking company takes delivery of Containers as readily available in the front of designated container stack(s) within an agreed upon time frame usually 1 day. The Service parameters are as follows:

To be determined between the Terminal and the trucking company or shipper.
Fee Per container $135.25
Addition fees may apply in the event the Terminal is required to assist the Stevedore with container segregation.
Addition fees may apply for Clean-up and / or relocation services for containers not delivered within the agreed upon time.

Terminal Management in its sole discretion will determine minimums and which containers are eligible for Peel-Off. The operation plan and applicable charges will be confirmed with Customer prior to commencement of vessel discharge operations. Agreement to provide Peel-Off Service does not constitute a guarantee that all containers targeted for Peel-Off will make the final Peel-Off list. The final list is subject to vessel stowage integrity.

RULE: 24 – GATE CHARGES Eff: 01OCT2020

Effective 01JUL2026

Filing Codes A, G

Gate Charge:

The processing of containers/equipment into and out of the terminal between recognized working hours Weekdays between 8:00 A.M. and 5:00 P.M. excluding holidays - see Rules 3, 4, and 5. Includes container/equipment inspection, and TIR processing only.

Charge per gate move	$146.50

Security Fee:
Loaded container

Charge per gate move	$30.50

Scale Fee (Loaded Export Containers): $28.00 per container

Failure of driver to obtain a valid Interchange ticket:

$520.00 per occurrence (Billed to trucking company driver is employed with at the time of occurrence.

Failure to pay the penalty will result in possible lock out of trucking company until resolved.)

RULE: 25 – VERIFIED GROSS MASS (VGM) CONTAINER WEIGHTS Eff: 15JUL2016

Effective 01JULY2026

Filing Codes I

Shippers through their carriers shall provide POMTOC via EDI with a Verified Gross Mass (VGM) that meets the standards set forth in IMO International Convention for the Safety of Life at Sea (SOLAS) Chapter VI, Part A, Regulation 2 (SOLAS Regulations). POMTOC is prohibited from loading any export container without a VGM onto a vessel.

Handling of export containers arriving at terminal operator's gate without a VGM.

A. Containers arriving at the terminal operator's gate with no prior VGM update in the terminal operator’s system, may be received into the terminal and charged a $70.00 per container fee.

B. In the event POMTOC has not received a VGM via EDI prior to the vessel cutoff, the container will be rolled to the next vessel, and a roll-fee will be assessed on such container at the prevailing tariff rate.

C. All export containers shall be assessed a VGM administration and system fee at a rate of $6.00 per container to cover the cost of additional administration and system resources required as a result of the regulatory-body, IMO SOLAS VGM Regulations.

All related charges for the VGM will be the responsibility of and charged to the Bill of Lading Ocean Carrier.

To the extent a weight is provided, POMTOC does not provide and specifically disclaims any warranty or representation

- that the scales or weighing process used at the POMTOC facility
- the VGM information received by outside parties and or
- any information contained within the POMTOC information systems with regards to VGM meet the container weighing requirements set forth in IMO and SOLAS regulations.

RULE: 26 – REFRIGERATED CONTAINERS Eff: 01OCT2016
Effective: 01JUL2026
Filing Codes A, G

SPOTTING EMPTY REEFERS FOR PRE-TRIP AT ELECTRIC HOOK-UP

A. Grounded Reefers:

Includes unstacking of empty reefer and grounding at reefer lot (Does not include hook-up, monitoring and disconnecting of containers). $119.50 each

B. Mounted Reefers:

Includes unstacking and mounting on lines chassis. $119.50 each

C. Reefer container monitoring/power as per arrangement w/vendor

(1)For the purpose of pre-tripping not to exceed 4 hours as per arrangement w/vendor

(Does not include connect/disconnect to/from electrical source)

(2)For the purpose of supplying Electricity to loaded units as per arrangement w/vendor

(Does not include connect/disconnect to/from electrical source)

(3)Connect/disconnect units to/from Electrical power source as per arrangement w/vendor

(Includes one connection and one disconnection of unit.)

D. Reefer container electrical power*

Electrical power supplied to refrigerated Containers per day (not to be prorated)
$81.00 each per day

Import Reefers
The electrical power supplied to Import Reefer Containers is a charge assessed against the Import Refrigeration Container/Cargo. The Import Reefer Container's electrical power charges will be the responsibility of the cargo interests or as agreed to between POMTOC and the Steamship Line.

Export Reefers
The electrical power supplied to Export Reefer Containers is a charge assessed against the Export Refrigeration Container/Cargo. The Export Reefer Container's electrical power charges will be the responsibility of the steamship line.

*Terminal will not be responsible for any repairs to the reefer container and will not be responsible for reefer container nor its contents in the event of electrical failure.

E. Cold Treatment Continuation Terminal Handling Fee:

In addition to all fees applicable to refrigerated containers a fee of $728.00 per unit , per occasion will be charged for extended cold treatment services.

RULE: 27 – AUTO YARD RATES Eff: 01OCT2016

Effective: 01DEC2024

Filing Codes A, G

Note: Wharfage and Dockage will be assessed against the Vessel and billed to the Carrier or to the individual owners of such Automobiles, Specialty Equipment on the basis of off-loaded and on-loaded

Automobiles/Specialty Equipment. Fees to be determined at time of acceptance of Automobiles/Specialty Equipment.

AUTO YARD RATES:

A. Automobiles and Light Pick Ups (Not Exceeding 10,000 lbs.)	$220.00 each
B. Boats (on trailer/cradle):	
1. Up to 30 feet LOA	$ 44.00 per foot
2. Over 30 feet LOA	By Arrangement
C. Self-Propelled Units (Busses, Trucks, Tractors, Or Any Heavy Self-Propelled Machinery)	
1. 10,001 to 30,000 lbs.	$ 605.00 each
2. 30,001 to 50,000 lbs.	$ 715.00 each
3. 50,001 to 80,000 lbs.	$ 726.00 each
4. Over 80,001 lbs.	By Arrangement
D. Non-Self Propelled Units:	
1. House Trailers	$1,100.00 each
2. Trailers & Flat Beds (empty)	$ 495.00 each
3. Heavy Equipment Trailers & Flat beds (loaded)	
A. 10,001 to 30,000 lbs.	$ 605.00 each
B. 30,001 to 50,000 lbs.	$ 715.00 each
C. 50,001 to 80,000 lbs.	$ 770.00 each
D. Over 80,001 lbs.	By Arrangement

RULE: 28 – AUTO YARD CHARGES Eff: 01OCT2016
Effective 01JUL2026
Filing Codes A
AUTO YARD CHARGES:

A. Drayage within the Port	
1. Autos and Light Pick Ups	$ 360.00 each
2. Self-Propelled Units	$ 495.00 each
3. Non-Self Propelled Units	By Arrangement
B. Boat Cradles (Removal)	$ 2,200.00 each

C. STORAGE FEE shall be assessed against Import and Export Automobiles, Busses, Trucks, Trailers, Boats, Heavy Equipment, House Trailers, and Campers and/or cargo therein, remaining in open yard storage after expiration of Free Time period unless prior arrangements have been made with the Terminal Operator for such storage. FREE TIME begins at 12:01 AM on the first working day after placement of said cargo in the terminal.

D. Import/Export Free Time Period and Storage Fees (as follows or as agreed by arrangement)

1. Automobiles	7 calendar days free $216.00 storage fee per day thereafter
2. Busses	7 calendar days free $324.50 storage fee per day thereafter
3. Trucks	7 calendar days free $324.50 storage fee per day thereafter
4. Trailers	7 calendar days free $324.50 storage fee per day thereafter
5. Heavy Equipment	7 calendar days free $432.50 storage fee per day thereafter
6. House trailers/Campers	7 calendar days free $324.50 storage fee per day thereafter

ITEM 2. BOATS (on trailer/cradle)

A. Under 30' LOA 7 calendar days free	$416.00 storage fee per day thereafter
B. Over 30' LOA 14 calendar days free	By Arrangement

ITEM 3. Non containerized cargo received for export and later canceled, will be charged a storage fee per day commencing from the date of receipt. Above Storage rates will be applied.

ITEM 4. Late Gate (Auto Yard)

5:00 - 6:00 P.M.	$1,840.00 per hour
6:00 – 7:00 P.M (Meal Hour)	Double Prevailing Rate
7:00 – 9:00 P.M. (2 hour minimum Guarantee)	$1,840.00 per hour

Item 5. Scale fee:

Bulk Export Pieces - To be determined

Motorized/Non-Motorized Cargo To be determined

NOTE: Scale fees do not include drayage services or extra handling when applicable

RULE: 29 – CONSENT TO THE TERMS OF THE TARIFF
Effective 01DEC2024
Filing Codes C

CONSENT TO THE TERMS OF THE TARIFF:

The use of the Facility - and/or Terminal- shall constitute consent to the terms and conditions of this tariff, and is a tacit agreement on the part of all vessels, their owner and agents, cargo interests and other users of the Terminal to pay all charges specified in this tariff, or any other applicable tariff, and be governed by all the rules and regulations contained herein and therein, respectively. Parties using the Terminal are required to abide by any and all city, state and federal laws.

RULE: 30 – AUTOYARD FREE TIME
Effective 15MAY1995
Filing Codes I

FREE TIME:

Is the specific period during which cargo may occupy space assigned to it on Terminal property free of Terminal storage charges and wharf demurrage. Free time will commence at 0001 hours on the day after the cargo is received at the Terminal of 0001 hours on the first calendar day following the sailing of the vessel. Free time will expire at 2400 hours on the final day of allowable free time.

RULE: 31 – HAZARDOUS MATERIALS
Effective 15MAY1995
Filing Codes I

HAZARDOUS MATERIALS:

Prior arrangements must be made for the handling of hazardous cargo. All hazardous materials must be properly documented, labeled, and packaged according to applicable government regulations. The Terminal reserves the right to refuse to handle and require the removal form Terminal facilities, any hazardous materials not meeting these requirements. Any party placing hazardous materials onto Terminal facilities which are improperly labeled, documented, or packaged will be held responsible for all charges related to bringing these materials into compliance with applicable law and/or removed from the Terminal.

In order to comply with the U.S. Department of Transportation regulations (CFR 49 Parts 100-199, particularly Part 172), the following data is required for the delivery of hazardous cargoes to POMTOC.

a. Complete Shipper's name and address and phone number for emergencies.
b. Carrier's name and address.
c. Complete Consignee's name and address. This is to include the overseas port of destination on exports.
d. Proper DOT shipping name; this is the technical name of the chemical involved. It must be listed in the Code of Federal Regulation Title 49-Part 271.101. Note: Use an application described in 172.200 through 172.203.
e. Hazardous class of the material being shipped.
f. Kinds and number of containers and individual weights or total weight.
g. Labels required.
h. Shippers Certification. A Shippers 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.
i. Properly documented special instructions, exceptions or exemption information, if required.
j. All Carriers offering hazardous material for transportation shall have on file with the Terminal Operation, a current copy of the Carriers Hazardous Material Certificate of Registration as required by 40 E.F.R. Section 107(g).

RULE: 32 – PAYMENT OF CHARGES

Effective 01OCT2023

Filing Codes C

PAYMENT OF CHARGES:

Charges are due and payable in advance, unless credit arrangements have been made in advance and before release of any cargo. If credit has been established all charges are payable upon receipt of invoice. Unless prior credit arrangements have been established, all dockage, wharfage and other charges must be paid before departure of vessel, POMTOC reserves the right to withhold delivery of goods on which storage, handling, or other charges have not been paid until such time as all charges have been paid in full.
All charges not otherwise guaranteed and/or paid directly by the Ocean Carrier and/or cargo interests shall be assessed against the cargo and/or equipment and are to be prepaid at time of in gate and/or prior to delivery.

RULE: 33 – RIGHT TO OFFSET

Effective 15MAY1995

Filing Codes I

RIGHT TO OFFSET:

In no event can funds owed to POMTOC for services be withheld to offset claims against the Terminal for damage or loss.

RULE: 34 – ATTORNEY FEES FOR COLLECTION

Effective 15MAY1995

Filing Codes I

ATTORNEY FEES FOR COLLECTION:

If POMTOC deems it necessary to obtain the services of any attorney to collect any unpaid debt, then POMTOC shall also be entitled to collect its reasonable attorney's fees and all other cost of collection.

RULE: 35 – FAILURE TO PAY AND/OR CLAIM CARGO

Effective 01OCT2022

Filing Codes C

FAILURE TO PAY AND/OR CLAIM CARGO:

Failure to pay credit accounts within the terms shall result in cancellation of credit privileges and the establishment of cash terms. POMTOC reserves the right to retain possession and assess a lien on any cargo for any of the following reasons:

a. Cargo remaining on the terminal more than 60 days, unless arrangements have been made for an extension of storage time.
b. Non-payment of any invoice beyond 60 days of date of invoice.
c. Failure by owner to confirm ownership of cargo.

POMTOC reserves the right to dispose of cargo which falls into any of the three categories above; after all reasonable attempts to obtain payment for services or find proper ownership have been exhausted.

RULE: 36 – LATE PAYMENT PENALTY

Effective 15MAY1995

Filing Codes I

LATE PAYMENT PENALTY:

A late payment penalty will be assessed on billing that is unpaid after terms, at a rate of one and one-half (1 ½) per month or any fraction thereof.

RULE: 37 – NOTIFICATION OF DISPUTED CHARGES

Effective 01OCT2023
Filing Codes C

NOTIFICATION OF DISPUTED CHARGES

Information about the availability of a container in the yard for pick-up is available on the POMTOC website, Forecast® by Tideworks ("Forecast"). Forecast provides information on demurrage owed at the time of an inquiry or forecasted out to a future date based on criteria entered by the user. POMTOC requires terminal demurrage amounts be paid before a container may leave the terminal yard unless demurrage is guaranteed by the relevant carrier. Parties that seek a waiver, refund, or other mitigation of terminal demurrage charges may contact POMTOC's customer service or demurrage team members. Contact information is available on POMTOC's Forecast website. Requests for waiver, refund, or other mitigation of terminal demurrage charges should include: i. Relevant container number(s); ii. Vessel and voyage information; iii. Relevant terminal location; iv. The reason for the requested waiver, refund, or other mitigation; and v. Any supporting documentation. Decisions on requests for waiver, refund, or other mitigation of terminal demurrage charges will be made by customer service after receipt of a complete request. Parties may appeal a decision on waiver, refund, or other mitigation of terminal demurrage charges by contacting customer service. Contact information is available on POMTOC's Forecast website. An appeal of a decision on the waiver, refund, or other mitigation of terminal demurrage charges should include: i. Relevant container number(s); ii. Vessel and voyage information; iii. Relevant terminal location; iv. The reason for the requested waiver, refund, or other mitigation; v. A summary of the decision being appealed; and vi. Any supporting documentation. Decisions on appeal will be made by the general manager or his or her designee within two (2) weeks of the receipt of a complete request as described in Section E(2), whenever possible. If a decision cannot be rendered within two (2) weeks, POMTOC will notify the requestor of the delay and an anticipated timeline for a decision.

RULE: 38 – TWIC SECURITY REQUIREMENTS
Effective 01JUL2026
Filing Codes I

TWIC SECURITY REQUIREMENTS:

All persons entering the Secure Areas are required to have a valid TWIC Card. Individuals not having a TWIC card who require access to the Secure Areas will be escorted by a valid TWIC card holder. A Terminal Security guard will be provided when available at a cost of $109.00 per hour for those individuals requiring access to Secure Areas if no other valid escort is available.

RULE: 39 - LIABILITY
Effective 01OCT2023
Filing Codes C

LIABILITY:

POMTOC assumes no liability or responsibility for loss or damage to freight or cargo handled or transshipped through its terminal, or remaining within its premises at any time, when such loss or damage is caused by one or more of the following: strike, riot, civil commotion, fire, explosion, smoke, dust, water, aircraft or other falling object, change in temperature, relative humidity or other environmental condition, inherent vice of freight or cargo, windstorm, Acts of God, terrorism, loss of power, refrigeration failure, pandemics, strikes, work stoppages or theft, hereinafter known as "no liability events". POMTOC shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. IN NO CASE, SHALL POMTOC BE LIABLE FOR DAMAGE, LOSS, NON-DELIVERY, MIS-DELIVERY OR CROSS DELIVERY IN EXCESS OF $500.00 PER PACKAGE OR NON-PACKAGED OBJECTS UNLESS THE SHIPPER, CONSGINEE, TRUCKER, RAILROAD OR OTHER INLAND CARRIER, OR THEIR REPRESENTATIVE, PRIOR TO COMENCEMENT OF SUCH SERVICES, OR USE OF SUCH FACILITIES DECLARES A HIGHER VALUE AND PAYS TO POMTOC, IN ADDITION TO THE OTHER CHARGES FOR SUCH SERVICES, A PREMIUM AS NEGOTIATED BETWEEN THE PARTIES. In no event will the premium be less than 1% of the declared value. All claims against POMTOC must be filed with the company within 90 days from the receipt or delivery of the cargo by POMTOC and any suit against POMTOC must be instituted within one year from the date of receipt or delivery or when the cargo should have been delivered by POMTOC. POMTOC assumes no liability or responsibility for consequential loss, loss of profits, loss of market value or damage irrespective of whether such loss or damage is the result of one or more no liability events or one or more other events whether or not such events occur concurrently or successively. Acceptance for use of any facility owned or operated by POMTOC is recognition that the cargo landed on or contained in such facilities is at risk and expense of the cargo interests. Any funds owed to POMTOC for services cannot be withheld to offset or satisfy claims against the Terminal for loss or damages.

RULE: 40 – PROTECTION TO BE EXTENDED TO POMTOC
Effective 01MAY2015
Filing Codes I

PROTECTION TO BE EXTENDED TO POMTOC:

To the exact extent allowed by law or government regulations, THE SHIP OWNERS OR AGENTS, OR CHARTERS, agree to extend to POMTOC all defenses and right of limitation against claims by others inuring to the carrier under the Carriage of Goods by Sea Act (COGSA), the Harter Act, and all Bills of Lading, and Himalaya Clause shall be included in all Bills of Lading specifically providing that all such defenses and rights of limitation shall apply to the benefit of stevedore and terminal operators, and extending the coverage of COGSA to the period prior to loading and subsequent to discharge while cargo is in the custody of POMTOC. In the event that all Bills of Lading do not include a Himalaya Clause, an extension of COGSA, or a provision for shippers to effectively declare a higher value for their cargo, it is agreed that rights against POMTOC are waived and the SHIPS OWNER OR CHARTERER OR THEIR AGENTS accepts responsibility for that portion of any claim which exceeds the amount for which POMTOC would have been liable if there had been a valid Himalaya, COGSA Clause.