

# **PERDUE AGRIBUSINESS, LLC**

Schedule of Charges

Chesapeake, Virginia

TARIFF NUMBER ONE

February 1, 2022

# FACILITY RULES<sup>1</sup> AND REGULATIONS

## SECTION A

### OVERTIME RULES

**1. Straight-Time**

Straight-time work shall be between the hours of 08:00 to 12:00 noon, and between the hours of 13:00 to 17:00 daily, except Saturdays, Sundays, and holidays.

**2. Holidays**

New Year's Day	Martin Luther King, Jr Day
Presidents Day	Good Friday
Easter Sunday	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Veteran's Day	Election Day
Thanksgiving Day	Acadian Day (day after Thanksgiving)
Christmas Eve Day	Christmas Day
New Year's Eve Day	

Also, any other days designated as holidays by the City of Norfolk, the State of Virginia, the United States Government, or the governmental authority having lawful jurisdiction. Should any of the stipulated holidays fall on a Sunday, the following Monday shall be deemed as that holiday. Should any stipulated holiday fall on Saturday, the preceding Friday shall be deemed as that holiday.

In addition to the stipulated holidays above, any day for which premiums are paid in accordance with labor contracts, will be considered an elevator holiday.

**3. Time and One Half**

Time and one-half shall be all those hours not included above.

**4. Possible Increase**

Overtime rates are based on, and subject to present wage scales and working conditions existing at the elevator. In the event of an increase in such wage scales, or a change in present working conditions adding to the overtime expense of operating the elevator, the rates specified herein shall be proportionately increased.

**5. Rates**

For time and one-half hours the rate shall be \$1,300.00 per plant overtime hour. None of these rates include the cost of overtime charges of licensed grain inspectors and weighing supervisors, which shall be billed in addition – a minimum charge of four (4) hours shall be applicable if a new crew is used or ordered.

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<sup>1</sup> For the purposes of this tariff, "Perdue" shall refer to Perdue Agribusiness, LLC.

**6. Overtime Deadline**

Vessels requesting overtime must do so not later than 13:00 of the day preceding the last straight-time working day prior to the start of the overtime period.

**7. Overtime Ordering**

Perdue may order a vessel to work overtime at the vessel's expense whenever –

- (a) Other vessels are waiting to load/unload, or
- (b) Perdue anticipates that other vessels will be waiting to load/unload when the overtime period in question begins, or
- (c) The elevator is threatened with operational constraints, or
- (d) The elevator is threatened with congestion

**8. Overtime Includes**

Such expense shall include the overtime charges of the elevator, plus those of the licensed grain inspectors and weighting supervisors to be billed in addition to items specified above. The vessel is further obligated, at its expense, to hire the necessary stevedores, and to work such ordered overtime. Should any vessel fail to timely engage stevedores to work such overtime, or fail to timely elect to vacate the berth, then the elevator reserves the right to order labor for the vessel's account.

**9. Over Time Rules**

Should a vessel not desire to work overtime when ordered, it shall lose its turn in favor of the next vessel, in order, that does desire to work overtime. Also, time will not count against Perdue even in the event that the Notice of Readiness was issued. The next vessel shall retain the berth through subsequent straight-time periods and subsequent overtime periods for which it is willing to pay overtime. Any vessel losing its turn shall be entitled to a berth when first available thereafter, subject to losing its turn again, as above, if unwilling to work overtime, including time forfeiture. The elevator shall not be forced to work overtime even if requested by the vessel or their agents.

## SECTION B

### BERTHING REGULATIONS

#### 1. Line Handling

Mooring lines will be handled at a charge of \$2,000.00 for each docking/undocking. An English-speaking crew member must be available to ensure timely response to directions from Perdue relative to handling of lines.

If the vessel requires that lines are moved from one bollard to another while loading or unloading cargos, a onetime charge of \$5,000.00 will apply for the loading or unloading.

#### 2. Dockage Charges

Bulk vessels shall pay a standard berth charge of \$3.65 per gross registered ton based on registered tons in Lloyds Register of Shipping. An additional rate of \$0.85 per gross registered ton per day or fraction thereof, will be charged after the 4th day until completion of loading or unloading. The minimum dockage charge will be \$32,000 for loading or unloading

Tween deck and tankers taking bulk cargo will be charged an additional \$1.85 per gross registered ton per day or fraction thereof.

Liquid tank vessels shall pay a standard berth charge of \$3.65 plus \$1.85 per gross registered ton based on registered tons in Lloyds Register of Shipping. An additional rate of \$1.00 per gross registered ton per day or fraction thereof, will be charged after the 4th day until completion of loading or unloading. The minimum dockage charge will be \$32,000 for loading or unloading

#### 3. Vessel Waste Disposal

Federal regulations, including "MARPOL Annex I" governing vessel oily waste disposal and "MARPOL Annex V" governing vessel waste disposal, will be adhered to. Elevator management must receive thirty-six (36) hours written preadvice by any vessel requesting garbage and/or oily waste disposal while at berth. Written request must be accompanied with a prepayment minimum of \$1,000.00. Requested service exceeding the \$1,000.00 minimum to be paid in advance.

#### 4. Fumigation

The owners, master, and agents of vessels berthing at Perdue's Chesapeake Elevator authorize ship hold fumigation of the cargo in the normal manner as described by Federal Grain Inspection Service regulations. Owners, master and agents of the vessel shall ensure that such vessels are suitable for such fumigation, including tubing and recirculation fumigation methods if required by the Federal Grain Inspection Service. Any delays or expenses related to fumigation issues caused by the vessel's configuration including, but not limited to, moveable bulkheads, pontoons, crossbeams or inadequate means of access into the holds, to be for vessel's account.

Only fumigators who have evidence of insurance, are approved and have contracted with Perdue, and have signed a fumigation agreement, shall be permitted to perform fumigation services.

Removal and disposal of fumigation waste, equipment and materials at the discharge port is the responsibility of the vessel and all charges associated with such removal and disposal shall be to the vessel's account.

## **5. Vessel Bunkering**

Bunkering is only allowed with prior written approval and at the cost of \$5,000.00. All approved requests will require a "Hold Harmless Letter" from vessel owners/operators and agents. Bunkering operations cannot slow the evacuation of a completed vessel from the dock, or failure to vacate penalties will apply per Section B.17.

## **6. Berth Application**

All vessels, their owners, agents, or masters intending to receive cargo at the Perdue Chesapeake Elevator shall, prior to berthing, file a Perdue Berth Application (attached as Appendix A) in duplicate, with the office of the elevator superintendent or manager. Scheduling of the berthing of all ships will be at the discretion of Perdue. The above referenced application will contain warranties that the vessel has already or will prior to berthing:

- (a) Be entered at the United States Custom House;
- (b) Have certificates showing that its cargo handling gear, if any, meets the gear certification requirements of Title 29 of the Code of Federal Regulations, Part 1918;
- (c) Be accepted under charter party of the charterer or alternatively, have permission from the charterer to commence loading/unloading prior to formal acceptance;
- (d) On taking berth, immediately, prior to loading/unloading, obtain a final Examination Certificate showing that vessel has maintained all cargo compartments in suitable condition for loading of cargo as in paragraph (c) above. Cost of such certificates is for owner's account;

For breach of any of these warranties, the vessel, its owner, master, and agent agree to defend, indemnify, and reimburse Perdue for, and against, any claim, suit, or loss Perdue may suffer as the result of such breach.

## **7. Contract**

Upon filing, in duplicate, of the Perdue Berth Application, a contract shall be deemed to have been entered into between Perdue and the vessel, its owner and master, who agree to abide by the charges and regulations of this tariff.

## **8. Berth Assignment**

Except as otherwise provided in these regulations, vessels shall be assigned a berth when all of the following have been filed with the office of the elevator manager or superintendent between the hours of 09:00 to 16:00 Monday through Friday, and 09:00 to 12:00 noon on Saturday (holidays excluded) thereby establishing loading order:

- (a) The Perdue Berth Application as described in Section B.6, above;
- (b) A Certificate of Readiness issued by the local National Cargo Bureau, Inc. representative showing vessel's readiness to load in all compartments, and specifying the exact location of all bins
- (c) and feeders;
- (d) A Certificate of Freedom from Insect Infestation issued by the Grain Inspection Department or an authorized inspection service certifying that all cargo compartments are free of insect
- (e) infestation and objectionable odor, and are clean, dry, and fit for the intended cargo; and
- (f) All tankers and oil bulk carriers presenting themselves for loading, in addition to the requirements in Section B.6 above, will present a Gas Free Certificate. Such Certificates will indicate that all compartments are free of petroleum order.

Should a vessel be delayed in loading/unloading due to congestion, or other reasons, after initially presenting required certificates, new certificates may be required prior to the vessel being permitted to berth and start loading/unloading.

Perdue, in its sole discretion, may direct a vessel to vacate its berth. Perdue may change the turn of vessels whether berthed or not, or assign a berth to vessels passed in specific compartments when confronted by an urgent need to receive or ship a particular grade or kind of grain when, in its judgment, conditions at the dock, or in the elevator will be facilitated thereby. Dockage, if provided in this tariff, to be assessed only while vessels occupy the berth.

During the course of loading/unloading, should loading/unloading cease or be interrupted by the elevator or grain inspection due to petroleum odor or for any other reason attributable to the condition of the vessel or its suitability to receive grain, the owners/master agree:

- 1) To immediately remove the vessel from berth;
- 2) Issue clean mate's receipt for cargo loaded;
- 3) Owner/master ensures that vessel is loaded or unloaded in such a manner that she remains in seaworthy condition and safe trim through loading and unloading in order to permit vacating berth should it become necessary.

Failure to comply with these provisions will result in delay damages as set forth in Section B.17 below, which owners agree to pay on berthing vessel.

#### **9. Ocean Liners**

Ocean liners shall be given preference in berth assignment, except that equal treatment shall be given to non-liner vessels which have filed as per Section B.6, above, at least four (4) days prior to the time the liner files. This tariff defines an ocean liner as a vessel which:

- (a) Qualifies as a Common Carrier by water as defined by the United States Shipping Act of 1916, and
- (b) Sails under an advertised schedule, and
- (c) Is operated by a line maintaining regular sailings from any U.S.A, Gulf, or Atlantic port(s), and
- (d) Is not loading more grain at Norfolk than one-half (1/2) her summer deadweight tonnage.

#### **10. Free Pour and Pontoon Shifting Movements**

Perdue reserves the right to refuse to load bulk carriers, which must mechanically trim cargo holds, due to the absence of Free-Pour shifting movements calculations documented and approved by their respective administrations, as required by the National Cargo Bureau Inc. Vessel loading delayed by the need to remove or re-position cargo hold pontoons or moveable bulkheads shall be subject to liquidated damages under Section B.17.

#### **11. Strikes**

If a strike or other labor disturbance involving a vessel at berth, or waiting for berth (whether by the vessel's crew or otherwise) will, in Perdue's judgment, tie up or impede operations at the dock, Perdue may order such vessel out of berth or refuse to accept it at the berth. Should any vessel refuse to vacate, it will be liable for the damages described in Section B.17, below.

#### **12. Inclement Weather**

From time to time weather in the vicinity of the Chesapeake Elevator makes it extremely difficult to conduct loading and unloading operations even when the current weather is suitable for vessel operations. Often rail cars or trucks are unable to bring cargo to the elevator, or the Perdue workforce is

unable to report to work due to hazardous road conditions. In these rare occurrences Perdue will declare a force majeure weather condition and notify all vessels at berth or awaiting a berth that the terminal is unable to load or unload due to severe weather conditions. Laytime will be tolled for all vessels in accordance with the weather day provisions of the applicable contracts. Perdue will lift the force majeure condition promptly upon the return to safe conditions.

### **13. Clearing Dock**

When directed to vacate the berth, each vessel will be permitted up to three (3) hours to secure its cargo and vacate the berth. Any vessel failing to vacate the berth when ordered to do so will be liable for the damages described in Section B.17 below. Perdue reserves the right to order a vessel to vacate the berth under the following circumstances:

- (a) On completion of loading/unloading;
- (b) Failure to work overtime when ordered: Should a vessel refuse to work overtime when ordered, and fails to vacate the berth and/or allow sufficient time for labor to be ordered for another vessel, such vessel will be liable for liquidated damages for the maximum loading/unloading hours lost; or
- (c) If, in Perdue's opinion, weather conditions so warrant, or for any other good and sufficient reason, any vessel in berth may be ordered at any time of day or night to vacate berth until such time as weather conditions or other circumstances permit the vessel to return to berth. Appropriate officers and crew shall be maintained on board at all times for this purpose. Failure of the vessel to maintain sufficient officers and crew on board to comply with a notice to vacate shall not relieve the vessel of its liability for liquidated damages.

### **14. Completion of Loading and Unloading**

Each vessel will be notified in writing upon completion of loading/unloading which shall serve as a three - hour warning to vacate the berth. Failure to vacate the berth in accordance with Section B.13 may result in delay damages pursuant to Section B.17.

In the elevator's discretion the vessel may be notified of completion of loading at such time as Perdue has loaded the contractual amount aboard the vessel and the rate of loading has decreased to 75% of the minimum loading rate as stated in the governing contract and/or charter party.

### **15. Bills of Lading**

Bills of Lading shall be issued prior to the vessel's departure from the berth. In circumstances where bills cannot be issued, Mate's Receipts shall be provided to the vessel's agent with irrevocable authorization to sign the Bill of Lading in accordance with the Mate's Receipts prior to departure. Failure to issue proper Bills of Lading within 48 hours of the vessel's departure from the berth will be considered a breach of this tariff as well as the general maritime law of the United States and will subject the vessel to arrest and enforcement of the maritime lien. Failure to timely issue proper Bills of Lading may subject the vessel owner to significant damage claims.

Loading weights stated on Mate's Receipts and Bills of Lading are to be determined by the certification entity identified in the sales contract and those certifications are final as to Perdue and the vessel. If either the vessel or Perdue objects to the certified weight a Letter of Protest shall be issued. Under no circumstances shall the Mate's Receipts or Bills of Lading be claused to document disagreements in certified weights or state a load weight different from the certified amount. Further, authorization to issue Bills of Lading shall not be withheld due to disagreements in certified weights. In circumstances where a certification entity is not identified in the sales contract, the vessel agrees that Federal Grain

Inspection Service/United States Department of Agriculture shall act as the independent certifying agents for cargo loading weights.

**16. Gangway, Lights, Crew**

Upon berthing, vessels shall immediately, and at all times, provide a safe and adequate gangway from the vessel to the dock, adequate lighting equipment, and appropriate officers and crew aboard to permit reception of cargo at any time of the day or night, including Saturdays, Sundays, and holidays. Failing this, Perdue may order the vessel to vacate the berth for safety's sake. Should any vessel not be ready to receive cargo, or refuse to vacate, it will be liable for the damages described in Section B.17, below.

While berthed, it is the responsibility of the vessel to ensure that all lines, ladders, gangways, and vessel appurtenances are secured so that rodents may not enter the vessel. All lines must have rodent guards. Gangways must have sufficient height above the dock to prevent rodents access by jumping, climbing, or other means. Loading/unloading may stop any time the vessel is not in compliance with the above; lay time will cease and all charges will be for the vessel's account until such time as the vessel is in compliance.

Should Perdue provide a gangway, a charge of \$1,000.00 per day, or fraction thereof will be charged to the vessel. Vessel owners/operators will be held responsible for any damage to docks, piers, and or the gangway.

All Vessel officers and crews shall wear life jackets, safety glasses, and hard hats while on Perdue property except for the parking area and security station.

**17. Delayed Damages**

Should a vessel not depart the berth as required in Section B.13, a charge in the amount of \$8,000.00 per hour will be assessed as delay damages, and the parties are agreed that this amount represents a minimum estimate of damages to Perdue because of failure or refusal to vacate. This charge shall not constitute a waiver by Perdue of the greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Such failure or refusal to vacate shall constitute a trespass entitling Perdue to compel removal of the vessel from the berth. Should court or other action be required to compel vessel to vacate the berth when ordered, owner/master agrees to pay an additional thirty percent (30%) of damages awarded to cover attorney fees.

**18. Reduced Loading**

A charge of \$2,500.00 per hour or part therefor of will apply for reduction in loading rate below 50% after the first thirty (30) minute time frame for any delays caused by the vessel including stowage plan requirements, discharging ballast, or filling bleeder holes.

**19. Draft Checks**

Each vessel loading/unloading at Perdue's elevator facilities will be allowed one (1) fifteen (15) minute period for the purpose of checking draft and stability calculations in order to determine vessel's final cargo requirements and loading/unloading sequence. Any delay in excess of the one (1) fifteen (15) minute period used by the vessel will be charged to the vessel at the rate of \$500.00 for each additional fifteen minute period or fraction thereof.

**20. Hold Trimming**

Spoon trimming: will be charged a rate of \$3,500.00 per hold.

**21. Shifting Costs**

Shifting costs for coming in and out of the berth shall be at vessel's expense. Shifting costs to adjust the vessel's location on the berth to accomplish loading/unloading is also at vessel's expense., Shifting costs for departing and returning to berth caused by vessel operations are also at vessel's expense. If the vessel is ordered off berth for the convenience of Perdue as set forth in Section B.8. Perdue will be responsible for the shifting costs both on and off the berth.

**22. Liability**

Perdue shall not be liable for demurrage, damages for delay, detention, or loss of dispatch time incurred by any shipper, vessel chartered, or any other party for any cause, other than caused by negligent acts of Perdue, nor shall Perdue be in any way liable for insistence on, or adherence to, any provisions of this tariff.

**23. Interest Charge**

If payment of vessel obligations is not made within thirty (30) days after invoicing date, interest from invoice date will be charged at the New York prime rate plus two and one-half percent (2 ½%), but not to exceed the maximum rate allowed in this state for obligations incurred under written contracts, together with all costs and attorney's fees incurred in collection.

**24. Prepayment**

Perdue reserves the right to require prepayment of any charges specified in this tariff.

**25. Safe Berth**

The vessel, their owners, or master be solely responsible for determining if the depth of water (at any tide or river flood stage) is adequate for the Vessel, Perdue having no responsibility thereof, and Perdue shall not be held responsible for the safety of the public channels, fairways, approaches thereto, anchorages or other publicly maintained areas where any vessel may operate.

**26. Discharging Ballast**

Should a vessel find it necessary to discharge ballast or fresh water, such discharging MUST be planned sufficiently in advance so that loading/Unloading and completion will not be delayed. If any such loading/Unloading delays resulting from discharge of ballast or fresh water occur, it will be considered ship delay and not be considered as laytime.

At no time shall a vessel "blow tubes" while at or in the vicinity of the Perdue's berths. Any vessel that "blows it tubes" while at berth, then All vessels, their owners, agents, or masters will be liable for damages in the form of a fee of \$10,000 per instance.

**27. Fresh Water**

Fresh water is available to vessels at the berth when temperatures permit at a charge of \$1,500.00. The vessel is responsible for providing all lines from the valve on the piers to the vessel. Perdue assumes no liability and makes no warranty for the quality of water provided.

**28. Dock Cleaning**

All vessels loading or unloading cargo will be charged a fee of \$750.00 for dock clean up for normal loading/unloading operations. If vessel is responsible for above normal contamination, the vessel will be charged an additional \$750 per occurrence.

**29. Berth Protection and Control**

Due to extra manning costs and expenses associated with vessels alongside, each vessel calling at the Perdue elevator shall be assessed a guarding fee of \$2,000.00 due and payable in advance. Any additions or corrections to the gate list after a vessel berths will be charged a fee of \$500.00.

**30. Deliveries**

Deliveries of vessel stores or supplies will be charged a fee of \$750.00 per delivery.

All deliveries will require a complete manifests detailing all items being delivered and should have the manifest readily available for security screening. All delivery crew that will be required to access the berth will have to have proper ID that meets the requirement of the security level in place at the time of delivery.

Hiring Terminal Equipment: If the Vessel is receiving any deliveries that will need any terminal equipment such as forklifts or cranes, please contact the terminal management for charges relating to case by case hiring of the terminal equipment and operators.

**31. Repairs in Berth**

There shall be no work or repairs of any nature to a vessel in berth when such work or repair involves welding, burning, scraping, or any "hot work," nor any work or repairs where there is a possibility of flame or sparks unless prior express written approval is obtained from Perdue.

No repairs should be performed on the vessel at the berth which would impede in any way the ability to load/unload cargo or the ability to remove the vessel from the berth under its own power in accordance with instructions from Perdue to vacate the berth for the reasons set forth in Section B.13. No vessel may remain at the berth while under requirements to perform mechanical repairs set forth by the U.S. Coast Guard or any classification society.

**SECTION C**  
**MISCELLANEOUS**

**1. Equal Employment**

As Perdue is a government contractor and equal opportunity employer, governed by the President's executive order 11246 and regulated by the Equal Employment Opportunity Commission, Perdue must insist that such guidelines and regulations be strictly adhered to by stevedores. Further, the affirmative action clause of the Rehabilitation Act of 1973 as amended (41 CFR part 60-741.4) is incorporated herein by reference as are the regulations promulgated pursuant to the Vietnam Veterans Readjustment Act of 1972.

**2. Tariff Enforcement**

Perdue shall have all remedies available to it at law, in equity and/or under maritime law to enforce this Tariff.

All users and/or vessels berthing at the Perdue elevator and/or elevator facilities agree to pay all reasonable attorneys' fees and costs in the event Perdue incurs such attorneys' fees and costs in connection with the enforcement of any provisions of this tariff, the collection of any charges, or in defending against any and all disputes, claims, or causes of action brought by the user and/or vessel against Perdue.

The law of the Commonwealth of Virginia, and the general maritime law, as applicable, shall apply to this tariff. Disputes regarding this tariff shall be brought to the United States District Court for the Eastern District of Virginia for resolution.