

# Schedule of Rates and Terms

## SAN FRANCISCO BAY AND TRIBUTARIES PETROLEUM PRODUCTS DELIVERY

EFFECTIVE: 01 MAY 2019



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RICHMOND, CA 94804

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### FUEL OIL/CUTTER STOCK TRANSPORTATION

#### TRANSPORTATION PER BARREL

BUNKERS (10,000 BARREL MIN.)	\$1.60
BULK OIL (25,000 BARREL MIN- 35,000 BBL BARGE) (23,000 BARREL MIN 26,000 BBL BARGE)	\$1.40

#### DEMURRAGE

LOADING/DISCHARGE RATE	2,000 bbl per hour
DEMURRAGE RATE PER HOUR	\$950

#### ADDITIONAL ZONE CHARGES

ZONE 1:	FROM RICHMOND SAN RAFAEL BRIDGE TO MARTINEZ	\$3,250
ZONE 2:	RICHMOND, OAKLAND, SAN FRANCISCO, ALAMEDA, ANCHORAGE 9	NO CHARGE
ZONE 3:	SOUTH OF ANCHORAGE 8 AND 9 TO REDWOOD CITY	\$3,250
ZONE 4:	EAST OF MARTINEZ TO ANTIOCH	\$7,600
ZONE 5:	STOCKTON AND SACRAMENTO	\$27,500

### REGIONAL SPECIFIC TERMS AND CONDITIONS: (SUPERSEDES GENERAL PROVISIONS)

**FREIGHT CHARGES:** Freight charges will be based on barge discharge figures unless otherwise arranged and agreed upon in advance. All cargo will be transported under a Foss Bill of Lading. Foss Maritime is not responsible for quality, including barge blends.

**BARGE RETAINS:** Retains will be returned at the following rate: \$1,030.00 per hour (to nearest quarter hour). Rate will be based from time hoses disconnected at point of discharge, and will continue until retains discharged and barge returns to its berth or reassigned.

**DEMURRAGE CHARGES:** Free time commences from the time of arrival at or off the place of loading and continues until the barge departs discharge berth/vessel and is based on loading /discharge rate indicated below. One hour of free time is allowed for connecting hoses and gauging, and one free hour for disconnecting hoses and paperwork at each loading /discharge berth. Time shall continue uninterrupted until the vessel has completed loading and/or discharging and is in all respects ready to depart. Demurrage will be charged for all time used in excess of allowed free time as indicated (to the nearest quarter hour).

**FENDER LIFT RATE:** If Foss Maritime is required to lift fenders due to dock constraints, a charge of \$1,210 will be assessed. **SHIFTING/ADDITIONAL STOPS:** Add \$1,210.00 per hour (Pro Rata) to freight charge for each additional loading or discharge point (shifting from one connection to another connection on a ship). Shifting charge is in addition to any other charge, and will be calculated on the total time elapsed from beginning to end of any such required movements.

**STANDBY TUG:** A rate of \$1,210.00 per hour per tug, with a one (1) hour minimum, will be assessed when tugs are required to standby transfer operations or due to weather conditions or unusual or difficult surge or swell conditions, or due to physical condition of the ship.

**CANCELATION CHARGES:** A confirmed order can be canceled without penalty at least 12 hours prior to the estimated barge arrival time to load or the time required for the barge to get underway. A charge of one half (1/2) the appropriate minimum charge will be incurred for any cancellation within 12 hours of the load time.

**CONTAMINATION CHARGES:** When a product loaded contaminates the barge and it requires cleaning as a result, all cost of labor and materials used in cleaning the barge will be paid by the consignor and a charge of \$1,030.00 per hour (to the nearest quarter hour) will be assessed from the time the barge is contaminated to the completion of the cleaning process.

**INSURANCE:** Rates named herein do not include cargo insurance.

**MANNING:** If a load requires two tankermen there will be a \$180.00 surcharge per hour for the load.

**LOSS:** A customary allowance for loss or shortage of cargo of 0.5% shall be considered normal industry practice and Foss Maritime will not be responsible for such losses or shortages for any reason.

**ACCESSORIAL CHARGES:** The rate covers transportation only, and customer(s) will be responsible for all port dockage, wharfage, taxes, storage, special fendering, special hoses, or other accessorial charges.

**FUEL SURCHARGE (SF BAY):** Fuel surcharge for the ports of San Francisco Bay is assessed based on \$0.85/gallon.

### GENERAL PROVISIONS

**HOLIDAY RATES:** A "Holiday Surcharge" of an additional fifty percent (50%) beyond the normal charge for all services performed will be applied from 2100 on the day preceding the holiday and remain in effect until 0300 of the day following the holiday. on the following holidays: New Year's Day (January 1), Martin Luther King Day (Third Monday in January), President's Day (Third Monday of February), Memorial Day (Last Monday of May), Independence Day (July 4), Labor Day (First Monday of September), Columbus Day (Second Monday of October), Veterans' Day (November 11), Thanksgiving Day (Fourth Thursday of November), Christmas Eve Day (December 24), and Christmas Day (December 25).

**STANDBY TIME:** No charge will be made for standby or waiting time up to fifteen (15) minutes or less on a ship assist. After fifteen (15) minutes, standby will be charged at the tug's applicable hourly rate, prorated to the next 1/2 hour at a rate of \$1,030.00 per hour.

**SF PETROLEUM: ALL WORK IS SUBJECT TO THE TERMS AND CONDITIONS INCLUDED WITH THIS SCHEDULE OF RATES**

**ADDITIONAL TUGS REQUIRED:** When conditions beyond the control of Foss, such as weather, tidal conditions, difficult berths, navigation congestion, requests by ship's Master, Pilot or Port Agent, or other factors, require that additional tugs be dispatched to a job, charges for services performed by these tugs will be in accord with rates as set forth in the most recent Schedule of Rates. When additional tugs are to be dispatched and/or conditions are such that there will be probable delay to ship's schedule, Foss agrees to attempt to contact the ship's agent. If unable to contact the ship's agent, Foss will not be held liable for any penalties caused by ship delay due to the conditions contained herein.

**TAXES:** Foss is not responsible for any transportation, use, sales or any similar federal, state or local taxes due from the operation and use of any tug, and such taxes shall be for the customer's account, provided, however, Foss will pay all taxes applicable to an owner of a tug.

**PILOTAGE:** No pilotage services are offered or supplied by Foss. Compliance with all pilotage and vessel manning requirements is the responsibility of the vessel.

**Warranties:** Foss warrants that it will exercise due diligence to furnish seaworthy tugs which are adequately equipped and manned for the work to be performed. Except as otherwise expressly set forth in this paragraph, Foss makes no express warranty of any kind and, to the extent permitted by law, disclaims all implied and statutory warranties of any nature whatsoever, including, but without limitation any warranty of workmanlike service.

**NOTICE OF DAMAGE CLAIM:** Should any damage or injury be suffered by or caused to a vessel to which tug services by or caused to a vessel to which tug services are rendered hereunder, notice must be given to this company within 72 hours, as well as a reasonable opportunity to inspect and survey any such damages before repairs are begun. Written notice of intent to make a claim as a result of such injury or damage must be made within 30 days of such occurrence. Any action brought as a result of such injury or damages must be brought within one year of the date of the occurrence. Failure to give any notice and opportunity to inspect, if applicable, under this clause constitutes waiver of the right to bring an action as a result of any such occurrence.

**LIMITATION OF LIABILITY:** The furnishing of any service, or anything done in connection therewith, shall not be construed to be, or give rise to, a personal contract and it is understood and agreed that Foss, the tugs, their owners, charterers, operators, managers and agents shall have the benefit of all exceptions from, and limitations of, liability to which an owner of a vessel is entitled under any limitation of liability statutes of the United States, including, but not limited to, limitation or immunity from liability under the Oil Pollution Act of 1990 ("OPA 90") and any applicable state law. In no event shall Foss, Customer, the tugs, or their owners, charterers, operators, managers and agents, be liable for any incidental or consequential damages of any nature whatsoever. Unless entitled to immunity as a responder or otherwise under OPA 90 or applicable state laws and subject to defenses to, exemptions from and limitations of liability provided herein, Foss, the tugs, their owners, charterers, operators, managers and agents shall be liable, to the extent required by law, up to and including the first \$50,000 for all claims, demands, causes of action, liabilities and costs (including attorneys' fees) arising out of or related to a single occurrence, or connected series of occurrences, in connection with any service rendered by Foss pursuant to this schedule. Customer understands and agrees that the Rates assume the limitation of liability afforded by this Limitation of Liability Clause and that this Clause shall not be limited, restricted or, in any way, affected by the amount of insurance carried by Customer.

**INDEMNITY:** All claims, demands, causes of action, liabilities and costs (including attorneys' fees) exceeding \$50,000 that are attributable to the acts or omissions (whether negligent or otherwise) of Foss, the tugs, their owners, charterers, operators, managers and agents, or to a tug's unseaworthiness and which arise out of, or relate to a single occurrence, or connected series of occurrences, in connection with any service rendered by Foss pursuant to this schedule shall be subject to the following indemnity: Customer agrees to indemnify, defend and hold harmless Foss, the tugs, their owners, charterers, operators, managers and agents from all claims, demands, causes of action, liabilities and costs (including attorneys' fees) of every type and character, whether in rem or in personam, which are asserted against them by any person (including, without limitation, Customer's employees) for personal injury, illness or death, or for loss or damage to property of any kind or type as well as oil pollution or the spill of any hazardous substance. The parties intend for this indemnity to apply to all incidents of whatsoever nature.

**STRIKES, BREAKDOWNS, ETC.:** The tugs, their owners, operators, managers, agents and charterers shall not be responsible or liable for any expenses, losses, damages or claims whatsoever caused by or resulting from the failure or delay in the performance of services due to strikes, labor difficulties, breakdowns, shortage of tugs, priorities in service or any other causes of like or different character beyond their control or created by the operation of law.

**SUBCONTRACT:** All or part of any service requested may be subcontracted to others without notice. Any such subcontractor shall have the benefit of all defenses, exemptions and limitation of liability provided Foss and shall be considered an independent contractor and not an agent, servant or employee of Foss.

**PAYMENT TERMS:** Payment is due within 15 days of receipt of invoice. A service charge will be assessed on amount outstanding over 15 days at the rate of 18% per annum.

**CUSTOMER AUTHORITY:** The person or company ordering tug and/or piloting services warrants that it has the authority to bind the tow and its owners (and charterers, in any) to all the provisions of the preceding paragraphs and shall indemnify and hold harmless this company and its agents and servants and each tug and/or pilot utilized with respect to losses, damages or expenses that may be suffered or incurred in consequence of any lack of such authority.