TERMINAL TARIFF

Effective Date: February 1, 2027

Rates, Charges, Rules and Regulations at Terminals and Facilities in the Port of Corner Brook for Wharfage, Harbour Administration, Berthage, Passenger Fees, Demurrage and Other Services Described Herein

CORNER BROOK PORT CORPORATION

Corner Brook, NL, Canada

AMENDMENTS

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PREFACE

This document is prepared and issued by Corner Brook Port Corporation (hereinafter called the "Corporation") and may be cited as the "Tariff Document" or "Tariff Notice."

The Corporation was established on February 28, 2001. On November 19, 2004, the Port of Corner Brook was officially divested from Transport Canada to the Corporation. The Corporation is responsible for stewardship and maintenance of the divested assets, including the dock, transit shed and container yard. In addition to the commercial port facilities, the Corporation is responsible for the harbour area extending from Meadow's Point on the North shore of the Bay of Islands to Cook's Brook on the South shore.

Information regarding facilities, terms and conditions and fees, as provided in this Tariff Document, may be obtained at the Corporation office:

Corner Brook Port Corporation
61 Riverside Drive, Suite 201
Corner Brook, NL, A2H 0J9
Tel. (709) 634-6600
Fax (709) 634-6620
E-mail: contact@cornerbrookport.com
Web: www.cornerbrookport.com

1.0 SCOPE

The scope of this Tariff Document applies to all marine terminals and associated operations under the control and responsibility of the Corporation doing business as the Corner Brook Port Corporation or the Port of Corner Brook. The provisions in this Tariff Document may be supplemented by separate rules and regulations for the Terminal as established by the Corporation (from time to time) as well as those applicable provisions of the Terminal's federally approved Security Plan and the Corporation's operations plan in force from time to time. The Corporation also publishes a Port Information Guide to provide users with a comprehensive reference for operational practices and procedures at the Port of Corner Brook. In the event of any conflict between the Port Information Guide and this Tariff Document, the Tariff Document will take precedence.

2.0 DEFINITIONS

In this Tariff Document the following terms shall have the following definitions:

i) "berth" means a location at a Port Facility where a vessel may be moored;

ii) "berthage charge" or dockage means a charge in respect of a vessel that is secured to or moored at or occupies a berth or part thereof or is fast to or tied up alongside any other vessel occupying a berth;

iii) "bill of lading" means the bill of lading issued by the ocean carrier to distinguish a single shipment of goods or cargo carried by the vessel;

iv) "cargo" means merchandise conveyed by a mode of transportation such as an ocean vessel;

v) "CEO" or "Chief Executive Officer" means the Chief Executive Officer of the Corner Brook Port Corporation or designate;

vi) "checking" means the service of counting and checking the cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same;

vii) "container" means a freight container complying with ISO standards which has been designed for the carriage of goods and cargo by one or more modes of transport. Unless otherwise specified, this term refers to both empty and laden containers. All other containers will be considered as general cargo and subject to terms and conditions afforded to general cargo;

viii) "Corporation" means the Corner Brook Port Corporation;

ix) "day" means a period of twenty-four consecutive hours;

x) "demurrage" or "wharf demurrage" means a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless prior arrangements have been made for storage;

xi) "float" means a floating structure designed for the mooring or berthing of vessels and includes a floating wharf;

xii) "free time" means the specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately after to the unloading or subsequent discharge of such cargo on or off the vessel;

xiii) "goods" means any cargo, including livestock or other animals, commodity, thing, or product within the Harbour to be transported by ship, whether inbound or outbound, whether loaded, unloaded, stored, or handled, whether containerized or not and whether carried under a bill of lading or not;

xiv) "handling" means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

xv) "Harbour Administration Fee" means a fee assessed on a vessel that comes into or uses the Port of Corner Brook;

xvi) "heavy lift' means a single unit exceeding 50 tonnes;

xvii) "loading and unloading" means the service of loading or unloading cargo between any

place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility;

xviii) “Operations Manager” shall mean the Operations Manager of the Corner Brook Port Corporation;

xix) “owner” includes the agent, charterer by demise or master of a vessel;

xx) "package” means and include any van or container in which cargo is consolidated or unitized by the carrier for transportation.

xxi) “passenger” means all persons travelling onboard vessels, excluding the crew. Persons not listed in the crew list will be considered a passenger for the purpose of this Notice.

xxii) “person(s)” shall mean vessels, agents, owners, masters, operators, and truckers and includes, but is not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations;

xxiii) “point of rest” means that area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading. All cargo must be placed at the designated point of rest. The Terminal Operator reserves the right, upon failure of the proper party to move freight to the designated point of rest, after notice, to move the freight to another location, at the risk and expense of the owner of the freight or the carrier or person who has the custody;

xxiv) “Port Facility” means a wharf, pier, breakwater, terminal, warehouse, shed, yard, roadway or other building or work located in, on or adjacent to navigable waters used in connection with navigation or shipping and includes all land incidental to their use owned or occupied by the Corporation;

xxv) “Port of Corner Brook” or “Port” includes the Port and Harbour of Corner Brook previously owned by the Government of Canada prior to November 20, 2004;

xxvi) “Terminal” shall be held to mean those portions of the deep-water marine terminals owned and/or maintained by Corner Brook Port Corporation for public use;

xxvii) “Terminal Operator” means the Corner Brook Port Corporation or other operator who has been designated by Corner Brook Port Corporation as the operator of the Port of Corner Brook, NL;

xxviii) “terminal storage” means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made;

xxix) “tonnage measurement certificate” means a certificate issued by a measurement authority recognized by Transport Canada that sets out the registered tonnage of a vessel;

xxx) "tonne" or "ton" as used in this tariff, shall be held to mean one metric ton unless otherwise specified;

xxxi) "Transfer Charge" means a charge in respect of goods transferred from one vessel to another vessel within the limits of the port;

xxxii) "usage" means the use of terminal facility by any transportation carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified;

xxxiii) "vessel" as used in this tariff, shall be held to mean floating craft of every description;

xxxiv) "wharf" means any wharf that is owned or operated by the Corporation;

xxxv) "wharfage" means a charge imposed in accordance with this Tariff Document in respect of all goods and goods in containers that are: Loaded or unloaded from a vessel at the Port Facility; Unloaded overside from a vessel to water or loaded from water to vessel, landed from or placed in the water or loaded on or unloaded from a vehicle within the limits of the Port.

3.0 RATE APPLICABILITY

The rates, charges, rules and regulations set forth in this Tariff Document shall be applicable on and after the effective date of this Tariff Document (August 15th, 2015) (or the effective date of supplements or re-issues as noted therein). The provisions of this Tariff Document will apply to all Port Facilities of the Corporation located in Corner Brook, Newfoundland and Labrador, Canada, and the Port of Corner Brook.

4.0 INSPECTION OF CARGO

The Operations Manager, the Terminal Operator and its employees, representatives and agents may enter upon and inspect any vessel in berth at its Terminal to determine the kind and quantity of cargo thereon, and no person or persons shall hinder, molest, delay, obstruct or otherwise refuse the Operations Manager, the Terminal Operator or its employees, representatives, and agents' entrance upon such vessel for such purpose.

5.0 INSURANCE

The rates, charges, rules and regulations set forth in this Tariff Document, and the services offered or provided by the Terminal Operator at the Terminal and Port Facilities governed by this Tariff Document, do not include or provide insurance of any kind to vessels berthed at the Terminal (or the owners/operators thereof) or to others using the Terminal or Port Facilities. The Terminal Operator (and the Corporation, if different) shall have the right to request insurance certificates for various activities, operations, cargoes or passengers involving the Terminal and Port Facilities and to request that the Terminal Operator, the Corporation (if different) and any third party

specified by the Corporation be named as additional insured(s) on such policies of insurance. The Terminal Operator or the Corporation may refuse berthing at the Terminal or other usage of Port Facilities in the event that evidence of insurance mandated by the Terminal Operator, or the Corporation (if different) is not, for any reason, supplied upon request.

6.0 MOVEMENT OF VESSELS

Whenever necessary for the proper operation of the Port, the Operations Manager or the Terminal Operator may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move may be shifted and any expenses involved and all damage to such vessel (and to other vessels) or to Corner Brook Port Corporation property (or the property of any third party) during such removal shall be charged to the vessel and it owners, along with all costs for idle labor, crane(s) and equipment resulting from such delay. Vessels berthing at the Terminal shall, at all times, have on board sufficient personnel to immediately move said vessel in case of necessity for the protection of the vessel, the Terminal and/or other vessels or property.

7.0 OBJECTIONABLE CARGO

The Terminal Operator may, at its discretion, remove freight or other material which in its judgment may cause damage to other property to another location at the risk and expense of the owner.

8.0 DAMAGE TO PROPERTY

Vessels, their owners, agents, stevedores and all other users of the Terminals and Port Facilities shall be liable for any damage to said Terminal and Port Facilities caused by, connected with or in any manner resulting from their use of same. The Terminal Operator reserves the right to repair, contract for repair or otherwise cause to be repaired any and all damage to the Terminal, Port Facilities, utility and hoisting/shuttling equipment caused by vessels, their owners, agents, stevedores or other users of Terminals or Port Facilities and hold them responsible for the payment of same. Vessels found to have damaged any of the aforementioned properties, utilities or equipment may be detained by the Terminal Operator until sufficient security has been posted to cover the actual or estimated financial liability for such damages.

9.0 PARKING

Representatives of a vessel and all persons having business with it (or with the Terminal) shall not be permitted to park vehicles on the premises without the express permission of the Terminal Operator. When such permission is granted, parking of privately owned vehicles will be permitted only within those areas so designated by the Terminal Operator and shall be entirely at the risk of the owner and/or operator of the vehicle. The Terminal Operator reserves the right to remove all vehicles not properly parked at the owner's and/or operator’s risk and expense.

10.0 PAYMENT OF RATES AND CHARGES

The following provisions shall apply to those rates and charges set forth in this Tariff Document:

a) Rates and charges shall become immediately due and payable upon presentation of an invoice, except as hereinafter specified.

b) Any Terminal user may apply for credit. Credit, which may be extended at the sole and absolute discretion of the Corporation, requires payment within twenty (20) days of the invoice date. Failure to pay credit accounts within twenty (20) days may result in cancellation of credit privileges and the re-establishment of cash terms. If payment is not received within thirty-five (35) days, the name of the responsible party may be placed on a delinquent list and such party may be denied further use of the Port Facilities until all outstanding charges have been paid. Invoices not paid within twenty (20) days of the invoice date are subject to a one and one-half percent (1.5 %) service charge per month. The right is hereby reserved by the Corporation, in its sole and absolute discretion, to apply any payment received against the oldest outstanding invoice issued to the responsible party (including interest accrued thereupon).

c) The vessel or agent which arranges the berthing of a vessel agrees to guarantee and pay (unless the vessel or agent otherwise obtains the written agreement of the Corporation prior to the arrival of the vessel) all charges and fees which are assessed against the vessel or the agent in accordance with this Tariff Document. The Corporation may, at its discretion, require a deposit of sufficient funds in Canadian Dollars to cover all rates and charges anticipated to be incurred by the vessel or the agent. The Corporation further reserves the right to withhold delivery of any cargo until all accrued terminal rates and charges have been paid in full.

d) Accounts referred to an attorney or an agency for collection shall be subject to a Fifteen percent (15%) surcharge in addition to actual attorney's fees and disbursements, collection fees, court fees and costs and all other costs and expenses incurred. In addition to any other rights recognized by law, the right is reserved by the Corporation to withhold delivery of any goods on which rates and/or charges published in this Tariff Document are due and payable, until such time as the rates and/or charges are paid in full.

e) The Corporation shall have a maritime lien upon the vessel, its cargo and freights for all unpaid rates and charges due the Corporation pursuant to this Tariff Document or otherwise.

f) The Corporation reserves the right to deny any party the use of any Terminal or Port Facility until all past due accounts are paid in full (including any accrued interest thereupon); and

g) Agents or representatives will be held fully responsible (both jointly and severally with their principals) for all rates and charges attributable to their actions on behalf of their principals in arranging services, facilities, equipment, or other chargeable items, in accordance with the rates and charges set forth in this Tariff Document (or as otherwise agreed upon with the Corporation in writing).

11.0 RESPONSIBILITY FOR LOSS OR DAMAGE

Notwithstanding any provision of this Tariff Document to the contrary, for the sole purpose of this Article 11, "Terminal Operator" shall mean and include the Corner Brook Port Corporation, any other operator who has been designated by the Corner Brook Port Corporation as the operator of the Port of Corner Brook, NL, their agents, servants, and employees as well as their contractors, subcontractors and delegates performing services related to the loading, unloading, stripping, stuffing, storage, movement or transporting of freight, cargo and containers at, to or from the Terminal.

The Terminal Operator shall not be liable for any loss, damage or injury to freight, cargo, containers, equipment, vessels, or vehicles at the Terminal (including loss or damage caused by the use of the Terminal Operator's equipment by an independent contractor), caused by or resulting from any cause whatsoever, other than loss, damage or injury caused by the sole negligence of the Terminal Operator. Further, in no event shall the Terminal Operator be liable for loss, damage or injury to freight, cargo, containers, equipment, vessels or vehicles at the Terminal unless written notice specifying the nature of the loss, damage or injury is given in writing before or at the time of the delivery of the goods into the custody of the person entitled to such delivery (in the event the loss, damage or injury could not be readily discovered with reasonable inspection by the person entitled to delivery of such goods, written notice must be given within ten (10) days of such delivery).

In no event shall the Terminal Operator be liable for any loss, damage or injury to freight, cargo or containers in an amount exceeding Five Hundred Dollars ($500.00) per package or in respect of goods not shipped in packages, per customary freight unit, unless i) notice describing the nature of the goods and declaring a higher value is delivered to the Terminal Operator prior to commencement of any services by the Terminal Operator and ii) a charge in the amount of one percent (1%) of the declared value of each package or customary freight unit is paid to the Terminal Operator in addition to any other charges due. The Terminal Operator shall not be responsible for any loss or damage where the value of goods has been fraudulently misstated.

The Terminal Operator shall not be liable for any delay, loss or damage to freight, cargo, containers, equipment or vehicles at the terminal, or any other costs, expenses, or losses (including demurrage) arising from strikes, work stoppages or other collective bargaining action.

12.0 REFUSE MATERIALS

Discarding rubbish, trash, refuse or any debris into slips, channels or on the Terminal is strictly prohibited. Violators who do not remove rubbish, trash, refuse or debris upon demand by the Operations Manager shall be charged with the expense of clean up and removal.

Rubbish, trash, refuse or other materials must, upon demand, be removed from the container marshaling yard, apron, or other areas within the confines of the facility by the person or persons placing it there (or responsible for same). Otherwise, such materials may be removed at the sole expense of the party responsible. No rubbish, trash, refuse or other material of any kind shall be dumped overboard from vessels or wharves by any person.

13.0 SHIPPER'S REQUESTS AND COMPLAINTS

Shipper's requests and complaints shall be promptly and fairly considered by the Corporation provided that they are submitted in writing to the Corporation at the address listed in this Tariff Document. When the action of the Corporation in response to a shipper's request or complaint requires tariff change, no such change will be retroactive under any circumstances.

14.0 SMOKING

Smoking is prohibited on the Terminal premises except at such locations thereof as may be designated by the Terminal Operator.

15.0 DANGEROUS AND HAZARDOUS CARGOES

Dangerous goods are products or substances regulated under the Canada Shipping Act and the Transportation of Dangerous Good Act (TDG). This class of cargo is identified in the International Maritime Dangerous Goods Classification numbered 1 through 9. The movement, handling and storage of Dangerous Goods at the Terminal is regulated by the Corner Brook Port Corporation.

15.1 Prohibited Cargoes

The Terminal Operator shall determine what cargoes shall be deemed prohibited at Terminals based upon classification or type from time to time. In the event of a classification dispute, the decision of the CEO will be final.

The movement, handling, or storage of Class 1 (Explosives) and Class 7 (Radioactive) materials at the Terminal is strictly prohibited under all circumstances. This prohibition applies to all forms of transportation, including but not limited to, vehicles, vessels, or any other mode of conveyance within the Terminal premises. No exceptions or exemptions shall be permitted unless expressly authorized in writing by the relevant regulatory authorities, and only in accordance with applicable laws, regulations, and safety protocols governing the transport and storage of such hazardous materials. Any violation of this provision will result in immediate enforcement actions, including but not limited to penalties, fines, or suspension of access to the Terminal.

15.2 High-Consequence Dangerous Goods

The movement, handling, or storage of high-consequence dangerous goods at the Terminal is strictly prohibited unless such goods are transported in secured shipping containers. This restriction applies to all forms of transportation and storage within the Terminal. However, the conveyance of dangerous goods in liquid or gaseous states, in bulk quantities, specifically intended for use in the petrochemical industry, including but not limited to hydrocarbons such as oil, petrol, gas, and similar substances, is permitted, provided such conveyance complies with all applicable safety regulations and industry standards.

15.3 Transportation Requirements

Shippers of dangerous goods are required to obtain written approval from the Terminal Operator no less than 48 hours prior to the arrival of such cargo at the Terminal. Furthermore, shippers must comply with all applicable laws, regulations, and industry standards, and provide all necessary permits and authorizations issued by the relevant authorities before any dangerous goods will be accepted or handled at the Terminal.

All shipments of dangerous or hazardous cargo transiting through the Terminal must be fully documented, marked, labeled, and placarded in strict accordance with the regulations set forth by Transport Canada and the U.S. Department of Transportation (DOT), specifically 49 CFR Parts 100-199, with particular attention to Part 172. Port users offering hazardous materials for transportation are obligated to furnish the following information:

a) Complete shipper's name, address, and telephone number (in case of emergency);

b) Carrier's name and address;

c) Complete consignee’s name and address, including the overseas port of destination on export shipments;

d) The proper shipping name. This means the technical name of the product involved as listed in the Regulations under Transport Canada and the US Code of Federal Regulations Title 49, Part 172.101;

e) Hazardous class of material being shipped under federal definitions;

f) Quantity of the material, kinds and number of containers and individual weights or total weight;

g) Labels Required;

h) Shipper's certification is required per Federal Regulations. The exact wording shall be as follows:

"THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION." (This must be legibly signed);

i) Properly documented special instructions, exceptions, and exemption information, if required.

16.0 USE OF PREMISES

The use of the Terminal or any Port Facility by any person (including vessel operators, truckers,

crew members of ships, passengers, spectators, officers or employees of persons using the facility) is conditional upon strict adherence to all applicable rules and regulations of the Canada Border Services Agency, the Environmental Protection Agency, Transport Canada, the Corporation and other Federal, Provincial, Municipal or other agency having jurisdiction. Vessels, their owners, agents, cargo interests and other responsible parties shall be held liable for all claims, losses, costs or expenses incurred by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed containers, or owing to defective reporting of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel, its owners, agents, cargo interests or other parties, without regard to whether such omission(s) be intentional or accidental. Entry upon or docking at the Terminal or use of any Port Facility by any person shall be regarded as constituting an agreement by such person to comply with said rules and regulations. Persons found NOT in full conformity with standards promulgated by the above-mentioned governmental agencies may be barred from the Terminal (and, if present at the Terminal when such non-compliance becomes apparent, may be required to immediately depart the Terminal). Use of the Terminal or use of any Port Facility shall be deemed as full acceptance of the terms and conditions of this Tariff Document.

17.0 BERTHAGE RULES

The following rules shall apply to all berthage at the Terminal:

a) **Application for Berth Assignment:** All vessels desiring a berth at the Terminal shall, as far in advance of the date of docking as possible, make application in writing to the Operations Manager specifying the estimated date and time of arrival and sailing. The vessel shall furnish, at the earliest possible opportunity, and in any event, not later than 12:00 noon prior to the posting of labor orders for the vessel, a copy of the vessel's stowage plan, hatch list, inward and/or outward cargo manifest, list of reefer containers, list of dangerous cargo containers, list of damaged containers and list of containers and/or cargo requiring special handling. The vessel shall be held liable for claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly, as the result of a defective, inaccurate or incomplete report of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel in compliance with this provision, without regard as to whether such omission(s) be intentional or accidental.

   Furthermore, for cruise ships, if the CBPC confirms a berthing reservation, the cruise ship may, notwithstanding such confirmation, be required to proceed to anchor should a container ship require the berth.

b) **Notice of Release of Berth:** When for reasons over which the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, written notice (in no event less than 24 hours) shall be given sufficiently in advance to prevent any loss of Dockage charges; otherwise the Corporation reserves the right to assess against the vessel, owner and/or operator a dockage charge of $500.00, and to use the berth for other purposes.

c) **Notice to Vacate Berth:** Vessels using the facility must agree to work continuously, using available cranes and equipment to the fullest extent possible. Vessels will leave the facility immediately upon completing discharge and loading/unloading operation unless special permission for a later departure is granted by the Terminal Operator. When a vessel is waiting to use a berth which is occupied by a vessel about to complete its operation, the terminal will give the vessel on berth advance notice to that effect and request the vessel to vacate the berth within thirty (30) minutes after completing its loading and/or unloading operation. Vessels failing or refusing to vacate the berth when requested to do so will be subject to a charge of $500.00 for each fifteen (15) minute period said berth is occupied and unavailable as a result of said failure or refusal.

d) **Vessels Docking Without Permission:** The Terminal was purpose-built to conform strictly with the prevailing commercial and ship requirements of ocean common carriers transporting break bulk and containerized general cargo in foreign or domestic waterborne trade; and are not equipped to adequately accommodate other types of vessels (particularly those designed to carry hazardous bulk liquid commodities in ship lot quantities). Such vessels shall not be permitted to tie up at the pier without the explicit written approval of the Operations Manager (or his or her designate), except under declared emergency situations. Vessels, whether under load or in ballast, docking or making fast to the wharf without the express permission of the Terminal Operator will (pursuant to Article 17(ii) above) immediately be given notice to vacate the berth and a fine of $2,000.00 shall automatically be assessed to the owner and/or operator thereof.

18.0 ACCESS TO TARIFF INFORMATION

Tariff information is available in paper copy by request or at www.cornerbrookport.com.

19.0 YEAR-ROUND OPERATION

The Port of Corner Brook is a year-round operated port based upon conditions of safe navigation, availability of ice-free shipping lanes, placement of navigation aids and recommendations and regulations as set forth by the Government of Canada. The Corporation does not conduct, or pay to secure, icebreaking services at the Port or in the Bay of Islands, Humber Arm, NL. If ice or adverse weather conditions limit operations, the Operations Manager shall advise applicants as to the availability of the berth and other facilities. Vessels entering the Port of Corner Brook do so at their own risk and in no circumstances shall the Corporation or the Terminal Operator (if different) be responsible for any loss, damage or delay resulting from ice conditions (or freezing) or the inaccessibility of the Port (or passage to or from the Port through the Bay of Islands, NL) due to ice or the lack of icebreaking activity at the Port and/or in the Bay of Islands, Humber Arm, NL.

20.0 SAFETY

All parties using the Terminals are required to observe and conform with any and all local, Provincial and Federal laws, ordinances, regulations, and orders and shall remain responsible for any violation of said laws, ordinances, regulations, and orders.

20.1 TENDER DOCK GANGWAY SAFETY PROCEDURES

The Corner Brook Port does not provide mobile gangways for cruise ships docking at the main berth. All vessels must provide their own gangways. A fixed gangway is situated at the tender dock for those vessels anchored while in port. While alongside the main berth or tender dock, the vessels mooring lines shall be continuously monitored and tended to by the vessel's crew.

- At no time shall the mooring lines be slack or allow undue movement of the vessel.
- If the vessel requires additional lines to be placed in order to maintain position, the Master (or designate) shall contact the ship's agent to arrange for a lines crew.
- In the event of an emergency, the vessel may be permitted to use its crew to place additional mooring lines on the bollards in agreement with CBPC Operations team.
- During an emergency, the ship may also be permitted to use its bow and stern thruster propulsion systems for assistance.
- If CBPC Operations team determine movement of the vessel is unsafe, the ship will be notified immediately to rectify the situation as soon as possible.
- After the vessel has been notified, but the situation is still deemed unsafe, the gangway(s) may be removed/closed and/or all passenger traffic on the gangway(s) stopped and safely cleared. The gangway(s) will remain closed and/or removed until such a time the CBPC Operations team determine the gangway(s) are safe to be reopened and/or reconnected to the vessel.
- Under no circumstances shall gangway be attached to vessel until all mooring lines have been secured upon arrival.
- Under no circumstances shall singling up of lines for departure be permitted while the gangway(s) remain attached to the vessel. Only once the gangway(s) have been confirmed clear of the vessel, can the unmooring operation commence, and the lines be singled.

21.0 PROHIBITED CARGOES

The Terminal Operator shall determine what cargoes shall be deemed prohibited at Terminals based upon classification or type from time to time. In the event of a classification dispute, the decision of the CEO will be final.

22.0 DISCHARGING SEWAGE, GREY WATER, DIRTY BALLAST, OTHER

Pumping untreated sewage into the waters of the Bay of Islands, Humber Arm and the Port of Corner Brook is strictly prohibited by Federal and Provincial law. The discharge of grey water, dirty ballast, or other fluids deemed prohibited by the Operations Manager is prohibited within port boundaries. Discharges by vessels utilizing treatment equipment approved under Canadian Federal Standards are permitted only under the authority of the Operations Manager. In the event of a classification dispute, the decision of the CEO will be final.

23.0 FUELING WATERCRAFT

No gasoline distillates or other liquid petroleum products, other than lubricating oils may be stored, handled, dispensed, kept or used at the Terminals, except at such places and under such

conditions as may be specifically designated by the Operations Manager.

Nothing herein shall prevent dispensing of such products at retail from barges to watercraft directly, provided such barges are moored at such places as the Operations Manager may indicate.

24.0 HARBOUR SECURITY

When in the sole judgment of the Operations Manager security officers are required, they shall be furnished at the expense of the vessel.

25.0 REMOVAL OF ABANDONED/OBJECTIONABLE CARGO

The Terminal Operator reserves the right to move abandoned cargo and dispose of such cargo Thirty (30) days after notice to the vessel owner or agent, and to remove freight or other material which, in its sole and unfettered judgment, is likely to damage (or has the reasonable potential to damage) other property, to another location, all at the sole risk and expense of the owner.

26.0 RESPONSIBILITY FOR CLEANING TERMINAL

All vessels, their owners and agents, and all other users of the Terminal and any Port Facility shall be held responsible for cleaning of the Port Facilities and property which they have used. If such users do not properly clean the Port Facilities or property they have been used, the Operations Manager shall order the Port Facilities and/or property cleaned and bill the users responsible at cost plus twenty-five percent (25%).

27.0 TERMINAL NOT A PUBLIC THOROUGHFARE

The Terminals are not a public thoroughfare and all persons entering thereon do so at their own risk.
No person shall enter upon the Terminals except:

a) Such persons and their bona fide employees as may be authorized by law and permitted by the Operations Manager to engage in the activities for which the Terminal has been provided;
b) Duly authorized representatives, agents, or employees of the Terminal Operator (or its contractors).
c) Representatives, agents, or employees of local, Provincial, and Federal governments duly authorized by law to enter thereon; and
d) Other persons granted permission to enter thereon by the Operations Manager or the CEO.

The Operations Manager or the CEO may refuse admittance to the Terminal and require the removal from the premises of any person, for any reason whatsoever, in the sole and absolute discretion of the Operations Manager or the CEO.

28.0 LIABILITY OF VESSELS AND PERSONS USING THE TERMINAL

In the event any damage is done to any Port Facility, property or equipment at the Terminals, the person to whom the berthing is assigned (or by whom it is being used) and the master, owner, operator or agent of any watercraft, vehicle or instrumentality involved in such damage, shall make a full report to the Operations Manager, including date and hour damage occurred, names, addresses and descriptions of witnesses and other persons, watercraft or instrumentalities involved in the damage, and all other available facts and information.

All persons to whom any Port Facilities, property and/or equipment have been assigned shall be responsible and liable to the Corporation for any damage occurring to such Port Facilities, property, or equipment during their occupancy and/or use, except damage caused by the sole negligence of the Terminal Operator, its officers, agents, and employees.

29.0 STEVEDORING, LABOUR ARRANGEMENTS AND AGENCY

All stevedoring (loading, handling, or discharging of vessels, as well as line handling for the purposes of mooring or letting go of vessels) will be arranged by the vessel or its agent, subject to the rules and regulations of the Terminal Operator and the Corporation (if different). All work must be performed in a manner satisfactory to the Operations Manager in a safe and prudent manner, but in no event shall the Terminal Operator be responsible for the performance of such work or the management or supervision thereof (unless agreed to in writing). The stevedoring contractor must have been approved by the Corporation after paying the applicable Stevedoring Service Provider Licensing Fee set forth herein and having given satisfactory evidence of financial responsibility (including insurance) to cover potential liabilities for damage to cargo, property of the Terminal Operator (and the Corporation, if different) the Terminal, Port Facilities, vessels, property of others and personal injury and death.

30.0 LABOUR ARRANGEMENTS

The vessel or vessel's agent shall be responsible for arranging that labour it may require at its expense with the Terminal Operator as the authorized provider of labour. The Terminal Operator is responsible to provide a certificate of insurance for all labourers on an annual basis. The Corporation reserves the sole and unfettered discretion to refuse the usage of any labourer for any reason whatsoever (and without provision of the reason for such refusal).

31.0 INSPECTION OF RECORDS

The records of a vessel and its agent, stevedore and labour contractor shall be open to inspection by the Operations Manager at all reasonable times for the purpose of determining compliance with the provisions of this Tariff Document.

32.0 RATES AND CHARGES

Harbour Administration Fees

The Corporation charges a Harbour Administration Fee (hereinafter referred to as the "Harbour

Administration Fee"), calculated in accordance with the *Notice of Harbour Administration Fees*, Schedule A, attached hereto, to a vessel for each harbour call. The Harbour Administration Fees apply in respect of all vessels that come into or use the Port of Corner Brook, with the exception of the following:

a) A Canadian warship, naval auxiliary ship or other ship under the command of the Canadian Forces, a ship of a visiting force within the meaning of the Visiting Forces Act or any other ship which is under the command of the Royal Canadian Mounted Police;

b) A vessel navigating through the Port of Corner Brook without stopping;

c) A vessel belonging to the Government of a foreign country and not ordinarily engaged in commercial operations;

d) A vessel belonging to Her Majesty in right of a province and not ordinarily engaged in commercial operations;

e) A vessel engaged solely in fishing, other than a trawler or steamship that trades in fish;

f) A vessel that is a pleasure craft not engaged in commercial operations;

g) A vessel entering the Port of Corner Brook for the purpose of refuge in case of storm or accident; or

h) A vessel exempted from the payment of such fees by a treaty between Canada and any foreign country.

The Harbour Administration Fees are due on demand, shall be paid to the Corporation (or its representative) pursuant to the terms and conditions of the invoice issued and are in addition to any other charges or fees prescribed in any other Notice or invoice that may be owing to the Terminal Operator or the Corporation (if different).

Where two registered gross tonnages are recorded on a tonnage measurement certificate, the greater of those tonnages shall apply for the purpose of this Notice.

Where the owner of a vessel is not able to produce a tonnage measurement certificate, the Terminal Operator may estimate the gross tonnage of that vessel and the gross tonnage so estimated shall be deemed the registered gross tonnage for the purpose of this Tariff Notice.

Berthage Fees

The Corporation charges a berthage fee (hereinafter referred to as the "Berthage Fee"), based on a vessel's gross registered tonnage and length of stay when it utilizes a berth or is moored at a float. The Berthage Fee also applies to vessels that are fast to or tied up alongside any other vessel occupying a berth.

The Berthage Fees apply in respect of all vessels that come into or use the Port of Corner Brook. The Corner Brook Port Corporation may, in its sole discretion, exempt a vessel from Berthage Fees, using a Port Facility for the sole purpose of refuge in case of a storm or accident, provided

that the vessel is not engaged in any commercial activity or repairs while at the berth and the berth was not booked prior to arrival.

Subject to the above permitted exemption, the Berthage Fee is binding on all vessels, including vessels owned by Her Majesty in right of any Province or by the government of any foreign country.

The owner and operator of the vessel will be charged the Berthage Fees which shall be calculated on the basis set out in Schedule B - *Notice of Berthage Charges,* in an amount determined by multiplying the gross registered tonnage (GRT) of the vessel by the relevant rate set out in the Schedule applicable to the description of the vessel. Berthage Fees will be calculated from the time when the first line is made fast to when the last line is cast off.

The Berthage Fees are due on demand, shall be paid to the Corporation (or its representative) pursuant to the terms and conditions of the invoice issued and are in addition to any other charges or fees prescribed in any other Notice or invoice that may be owing to the Terminal Operator or the Corporation (if different).

Passenger Fees

Passenger fees (hereinafter referred to as the “Passenger Fees”) are charged and imposed in respect of each passenger for the use of Port Facilities and property.

The Passenger Fees shall be calculated on the basis set out in Schedule C – *Notice of Passenger Tariff,* shall be payable by the owner and shall apply to each passenger embarking, disembarking, in-transit and/or docking overnight on a vessel on Corporation property.

The Passenger Fees are due on demand, shall be paid to the Corporation (or its representative) pursuant to the terms and conditions of the invoice issued and are in addition to any other charges or fees prescribed in any other Notice or invoice that may be owing to the Terminal Operator or the Corporation (if different).

Wharfage Fees and Transfer Fees

Wharfage fees and transfer fees (hereinafter referred to as the “Wharfage Fees” and the “Transfer Fees”) are imposed as a fee for cargo, goods and container handling.

Wharfage Fees and Transfer Fees apply in respect of all vessels and the goods carried on those vessels, including vessels owned by Her Majesty in right of any Province or by the government of any foreign country.

The Wharfage Fees and Transfer Fees set out in Schedule D – *Notice of Wharfage and Transfer Charges* are based on the weight or measurement of the cargo on a vessel and is variable by cargo type and/or commodity.

Wharfage Fees shall be calculated on the basis set out in Schedule D in an amount determined by multiplying the number of units of an item described in Column II, using the relevant unit basis set out in Column III, by the relevant rate set out on Column IV. In the categories where Column II provides a unit measured on the basis of weight in tonnes and measurement in cubic meters, the fees shall be calculated on the basis of weight in tonnes or measurement in cubic meters,

whichever yields the higher fee.

Transfer Fees shall be calculated at one half (1/2) the rate set out in the Schedule D and shall be calculated in the same manner as Wharfage Fees.

Complete documentation, including bills of lading, in respect of inward and outward goods and/or goods in containers(s) of a vessel shall be provided by the person in charge of the vessel to the Terminal Operator at the Port Facility when requested.

The Corporation (or its representative) reserves the right to classify any goods and its decision in this regard shall be final and binding.

The Wharfage Fees and Transfer Fees prescribed by Schedule D are due on demand, shall be paid to the Corporation (or its representative) pursuant to the terms and conditions of the invoice issued and are in addition to any other charges or fees prescribed in any other Notice or invoice that may be owing to the Terminal Operator or the Corporation (if different).

Service Fees

The Corporation reserves the right to charge further fees from time to time, including, but not limited to, the following:

a) Fresh Water

Fresh water is available at the rates set out in Schedule E. Potable water is supplied from the municipal water supply and vessels are responsible for testing to ensure compliance with all applicable regulations and vessel requirements prior to connecting to the water supply. Upon 48 hours advanced notice, a water screening certificate can be requested from the City of Corner Brook, however, this certificate only attests as to the quality of the water on the date testing was completed (and not the date of supply). Neither the Terminal Operator or the Corporation (if different) shall be liable for loss, damage, or injury suffered by the vessel or any party through the use or consumption of such water or the lack of availability of such water (due to water outage or otherwise).

The volume of water billed will be based on the metering device installed at the Terminal. Terminal staff will connect to the water supply, and the vessel's master will be responsible to ensure that ship's personnel monitor the hose and supply to the vessel on a continuous basis while the vessel is accepting water. All hoses shall be provided by the vessel. Fees for connecting and disconnecting to the water supply are set out in Schedule E.

b) Security

When in the sole judgment of the Operations Manager security officers are required, they shall be furnished at the expense of the vessel. The Operations Manager will determine the number of security officers required and the placement of security officers throughout the facility. In consultation with the Operations Manager, the Master of the Vessel may provide security staff at the gangway and/or the entrance to the secure area. Access to the vessel shall remain under the responsibility of the vessel, subject to the terms and conditions of this Tariff Document and all applicable rules and regulations of the Terminal (from time to time).

Rates for security services are set out in Schedule E.

c) Crane Rental

The fixed crane and the mobile harbour crane situate at the Port, when available, will be supplied with an operator provided by the Terminal Operator, and may only be operated by crane operators provided by the Terminal Operator and only within the unit's approved capacity. Crane operators shall be under the sole supervision of the Terminal Operator.

The Terminal Operator shall carry appropriate liability insurance naming the Corporation and any third party specified by the Corporation as an additional insured and shall indemnify the Corporation and any third party specified by the Corporation from all loss, damage, claims, demands or expenses of any kind arising from its/their use of the fixed crane, mobile crane and reach stackers.

The hourly rates for the rental of the fixed crane and the mobile crane are set out in Schedule E and are subject to change from time to time without notice.

d) Stevedoring Service Provider Licensing Fee

An annual license fee as set out in Schedule E is charged for a contract stevedoring service provider. The Corporation reserves the sole and unfettered discretion to issue a license or contract to only one stevedoring service provider.

e) Heavy Lift Fee

A per vessel fee as set out in Schedule E will be charged for use of the heavy lift crane pad for any load greater than 50 tonnes.

f) Dock Usage Fee

A daily fee as set out in Schedule E will be charged for use of the dock for activities such as, but not limited to, building components, or moving cargo. Dock usage fees are variable and will be negotiated with CBPC based on the nature of the usage.

g) Storage Fee

A minimum fee as set out in Schedule E will be charged for storage at the port.

h) Cruise Off-Season Set Up Fee

A fee as set out in Schedule E will be applied for the setup required for a cruise ship call during the off-season.

SCHEDULE A: NOTICE OF HARBOUR ADMINISTRATION FEES

EFFECTIVE FEBRUARY 1, 2027

ITEM	DESCRIPTION	RATE 2027
1)	The charge payable for each entry of a vessel entering the Port of Corner Brook, per gross registered tonne, in the case of a vessel:	
	a) used in the carriage of goods or passengers from a place in Canada to another place in Canada at the time it comes into the Port of Corner Brook, which is: i) registered in Canada, or ii) under the Coasting Trade Licence issued pursuant to the Coasting Trade Act	$0.0438
	b) other than a vessel referred to in paragraphs (a), (i) or (ii)	$0.0875
2)	The charge for a self-propelled vessel that ordinarily operates only within the limits of the Port of Corner Brook and that engages in commercial activity therein is, where the vessel is:	
	a) less than 100 GRT, payable once in each calendar year	$127.58
	b) 100 GRT to 200 GRT, payable once in each calendar year	$255.16
	c) greater than 200 GRT, payable once in each calendar year	$510.35

SCHEDULE B: NOTICE OF BERTHAGE CHARGES

EFFECTIVE FEBRUARY 1, 2027

ITEM	DESCRIPTION	2027	2028
1)	The berthage rates per gross registered tonne are:		
	a) for the first period of 12 hours or part thereof	$0.042	N/A
	b) for the second period of 12 hours or part thereof	$0.042	N/A
	c) for each succeeding period of 12 hours of part thereof	$0.026	N/A
2)	The berthage rate for a vessel that is moored at a float:		
	a) for a vessel not engaged in loading, unloading, or any other commercial activity.	Nil	Nil
	b) for a vessel engaged in loading, unloading, or any other commercial activity that includes the use of the tender dock.		
	i) for the first period of 12 hours or part thereof	$0.01	N/A
	ii) for the second period of 12 hours or part thereof	$0.01	N/A
	iii) for each succeeding period of 12 hours of part thereof	$0.006	N/A
3)	The berthage rate for a cruise ship per gross registered tonne are:		
	a) for the first period of 12 hours or part thereof	$0.03	$0.036
	b) for the second period of 12 hours or part thereof	$0.03	$0.036
	c) for each succeeding period of 12 hours of part thereof	$0.018	$0.022
4)	The minimum daily rate for berthage:		
	a) for the first period of 12 hours or part thereof	$65.00	N/A
	b) for the second period of 12 hours or part thereof	$65.00	N/A
	c) for each succeeding period of 12 hours or part thereof	$40.00	N/A

SCHEDULE C: NOTICE OF PASSENGER TARIFF

EFFECTIVE FEBRUARY 1, 2027

ITEM	DESCRIPTION	RATE 2027	RATE 2028
1)	The passenger charges in respect of a continuous voyage:		
	a) for each individual	$10.25	$10.50
	b) for each vehicle	$12.00	$12.00
2)	The passenger charges in respect of voyages originating or terminating at our harbour:		
	a) for each individual	$24.74	$25.48
3)	The passenger charges for tour boats operating on the Corner Brook Port Corporation property:		
	a) for each individual	$2.00	$2.00

SCHEDULE D: NOTICE OF WHARFAGE AND TRANSFER CHARGES

EFFECTIVE FEBRUARY 1, 2027

Column I ITEM	Column II DESCRIPTION	Column III UNIT BASIS	Column IV RATE
1)	All goods not otherwise specified	Tonne Cubic Metre	$4.06 $3.29
	Automobiles, auto trailers, tractors, motorcycles, snowmobiles, and all terrain and other vehicles: a) 1815 kg or under b) over 1815 kg to 2,275 kg c) over 2,275 kg	 Each Each Tonne	 $12.52 $20.87 $10.19
3)	Cement a) in bulk b) in containers	 Tonne Tonne	 $1.33 $1.78
4)	Explosives	Tonne	$11.27
5)	Fertilizer	Tonne	$1.37
6)	Fish a) whole b) cured c) processed	 Tonne Tonne Tonne	 $0.86 $1.04 $1.21
7)	Grain, grain products, hay	Tonne	$1.04
8)	Livestock	Each	$4.26
9)	Lumber and timber, except plywood	Cubic Metre	$0.89
10)	Metals, in ingots, pigs, blooms, bales, etc.	Tonne	$2.69
11)	Newsprint, wood pulp and basic or primary paper products	Tonne	$2.24
12)	Gasoline, petroleum products and other liquid: a) gasoline i) in bulk	 Kilolitre	 $1.17

	ii) not in bulk	205 Litre Drum	$0.38
	b) other petroleum products		
	i) in bulk	Kilolitre	$1.61
	ii) not in bulk	205 Litre Drum	$0.66
	c) all other liquid commodities		
	i) in bulk	Kilolitre	$2.41
	ii) not in bulk	205 Litre Drum	$0.74
13)	Ores, alum, barytes, sulphur, soda ash, calcium chloride	Tonne	$1.36
14)	Ore concentrates	Tonne	$2.31
15)	Plywood	Tonne	$2.60
16)	Potatoes and root vegetables	Tonne	$1.11
17)	Pulpwood, firewood, in stacked cords	Cubic Metre	$0.30
18)	Salt		
	a) for fish curing	Tonne	$0.61
	b) for other purposes	Tonne	$1.27
19)	Sand, stone, gravel, coal, and coke	Tonne	$0.88
20)	Scrap metals	Tonne	$2.95
21)	Trucks, tractor-trailers, trailers, buses, in addition to the charge on contents	Metre of length	$2.60
22)	Containers, 6 metre in length and over, loaded, in addition to wharfage charges on its contents	Each	$44.42
23)	Secondary fibre, wastepaper	Tonne	$1.87
24)	Woodchips, sawdust	Tonne	$1.34
25)	Water, in bulk	Kilolitre	$1.81
26)	Sugar, raw or refined	Tonne	$1.45

SCHEDULE E: NOTICE OF WATER FEES, SECURITY, CRANE RENTAL, LICENSING & OTHER CHARGES

EFFECTIVE FEBRUARY 1, 2027

WATER FEES & CHARGES

1. Water Rate:
   $1.75 per metric ton as determined by the metering device at Corner Brook Port

2. Water Connection Fees:
   Hook-up fee $60.00
   Dis-connect fee $60.00
   Labour charge: $25.00 per hour

SECURITY FEE

3. Security services shall be billed at the rate of $36.00 per hour per guard for the entirety of the port call, which shall include a period of one and a half hours (1.5) prior to the vessel's arrival. Additional charges may apply outside regular hours (Monday to Friday 8 a.m. to 6 p.m.).

CRANE RENTAL RATES

4. Rental of crane without an operator:
   $540 per hour or fraction thereof, two hours minimum

5. Rental of crane with an operator:
   $645 per hour or fraction thereof, two hours minimum

STEVEDORING SERVICE LICENSE FEE

6. The annual license fee for a stevedoring service provider is $415.

HEAVY LIFT FEE

7. $2,575 per vessel visit.

DOCK USAGE FEE

8. $515 per day minimum fee, subject to review and approval by CBPC. The floating docks will be subject to a $50 per day usage fee for all authorized vessels except tender vessels from cruise ships at anchor.

STORAGE FEE

9. A fee of $4.00 per square metre per month or part thereof fee shall apply for storage at the port.

10. A surcharge of 25% for winter storage may be added at the discretion of the Operations Manager or CEO.

CRUISE OFF-SEASON SET UP FEE

11. Cruise ships calling at the Terminal during the off-season, defined as the period from November 15 to April 15, shall be subject to a surcharge of $2,000.00