

# **TERMINAL RULES & REGULATIONS**

## TARIFF No. 1

### Watco Greens Port Industrial Park

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# SECTION 1 – GENERAL TERMS AND CONDITIONS

## 1.1 INTRODUCTION

These Rules and Regulations contain rules, regulations, rates, and other charges applicable to the use of the Watco Greens Port Industrial Park (the “Terminal”) by any entity (“User”). The Terminal is a privately-owned facility and is not affiliated or associated with any city, state, or federal agency. Use of the Terminal is by private contract by and between the owners and operator of the Terminal and User. The Terminal is owned and/or leased by Watco Dock & Rail, LLC (and its affiliates) and operated by Watco Transloading, LLC (collectively, “Watco”). References to Terminal herein shall be deemed to include, and shall inure to the benefit of, Watco.

## 1.2 APPLICATION OF TERMINAL RULES AND REGULATIONS

These Rules and Regulations apply to all Users of the Facility and all services provided to User, irrespective of their nature, regardless of whether such services involve operations that would be considered stevedoring operations, terminal operations, warehouse operations, or any other kind of operations or the provision of services under any common understanding or trade usage and regardless of whether any charge is made or paid for such operations or provision of services. These Rules and Regulations shall take precedence over any provisions in any carrier’s bill of lading or shipping document. These Rules and Regulations shall be deemed to have been accepted by User and shall be binding upon User with respect to any services that have been requested by User or those acting on its behalf, or which have been performed on behalf of User. Any confirmatory action by User under these Rules and Regulations or any acceptance of services or operations at the Terminal shall constitute assent to and acceptance of these Rules and Regulations. Unless Watco expressly indicates otherwise in writing, Watco rejects, and shall not be bound by, any rule, regulation, term, or condition requested by User that is different from or in addition to these Rules and Regulations. No rules, regulations, terms, or conditions set forth herein shall be changed, amended, or supplemented without Watco’s prior written consent.

With respect to services provided to or requested by Users, and how rates and fees are charged, Users are referred to the following appendices hereto:

<b>Appendix “A”</b>	Service Rates and Fees
<b>Appendix “B”</b>	Dock Information
<b>Appendix “C”</b>	Barge Information
<b>Appendix “D”</b>	Trucking Information
<b>Appendix “E”</b>	Rail Information
<b>Appendix “F”</b>	Terminal Maps

Rates, rules and regulations shall apply equally to all Users of the Terminal and shall apply on the effective date shown on these Rules and Regulations or amendments thereto. Rates, service

charges and the calculation of charges are further explained in the Appendices.

The use of the Terminal's facilities constitutes a consent to the terms and conditions and evidences an agreement on the part of all vessels, their owners and agents, and the Users of such facilities, to pay all charges specified and be governed by all rules and regulations and applicable service rates and fees herein contained.

The Terminal reserves the right at any time or times and without notice to deny the use of its facilities to any User who or which is delinquent in payment of its accounts, and such denial may be continued until such accounts are fully paid up and in current status.

The Terminal shall be the sole judge as to the interpretation of the rates, rules and regulations.

### **1.3 FORMATION OF CONTRACT**

All applications, orders, and instructions regarding operations and/or services to be provided by or at the Terminal shall be in writing. Oral communications or arrangements shall only be binding on the Terminal if immediately followed by a written confirmation. The Terminal has the absolute discretion to accept or reject any application, order, or instruction from User. The Terminal may refuse to accept any application, order, or instruction for any operations or services without any obligation to provide a reason. Instructions received by the Terminal after 14:00 on a working day shall be considered to have been received on the next working day.

An agreement to perform requested services between User and the Terminal shall come into effect on the date of the Terminal's written acceptance and/or written confirmation of any application, order, or instruction from User, which shall be deemed to incorporate these Rules and Regulations. Any conflict between these Rules and Regulations and any other documents shall be resolved in the following order of precedence:

1. A separate, written agreement applicable to the Terminal, including any Letter Agreement, storage or lease agreement, to which Watco and User are counterparties and bound;
2. These Rules and Regulations;
3. Any agreed, written exceptions or special terms and conditions to which Watco and User are direct parties, and which specifically reference these Rules and Regulations;
4. Any other written instructions, emails, or other correspondence pertaining to the use of or services at the Terminal.

### **1.40 BILLING AND COLLECTION**

#### **A. Liability for Charges**

- 1) All bills are due upon presentation and, unless other arrangements with Watco and their designated freight handlers, are payable, in cash, by the User or person designated of this item, at a time or times provided unless otherwise provided in this tariff. Watco will not permit movement of cargo from or across or through its facilities or may withhold permission to occupy or use such facilities, appurtenances and equipment until all tariff

rates and charges have been paid except that Watco, and their designated freight handlers may voluntarily extend credit arrangements to govern settlement of aforesaid rates and charges. Vessel or authorized agent will not permit the movement of cargo direct to or from ship's tackle and land and water carrier until the permission of Watco as specified in this paragraph has been obtained.

Errors, if any, will be rectified by adjustment or amendment based on information received subsequent to the issuance of the original bill.

User or person desiring or proposing the use of Watco or their designated freight handlers property, facility or equipment may be required to deposit, in advance, an amount sufficient to satisfy anticipated costs or expenses thereof; or in the alternative, may request extension of credit.

In absence of specific arrangements, User thereby warrants to Watco or its designated freight handlers that he is liable and responsible for payment of charges provided in this tariff and will pay the same as herein provided. If such User desires to relieve himself of such obligations, he shall (a) deposit in cash with Watco the amount of charges estimated by Watco to be due, and (b) in writing state the correct name and address of the owner or party warranted to be responsible for the charges.

- 2) Extension of Credit: Watco at its option and subject to termination at its election, may at any time or from time to time extend credit to any User or other person conducting business with Watco pursuant to provision of this Tariff or amendments or reissues thereof, by such User or other person establishing and maintaining financial responsibility acceptable to Watco. Further extension of credit may be suspended or terminated by Watco, subject to establishment of added or extended credit acceptable to Watco. Extension and continuation of credit shall be conditioned upon payment of invoiced charges within thirty (30) days from date of invoice. Any invoice remaining unpaid 30 days past invoice date is subject to an interest charge of 20% per annum, simple interest, for each day over 30 days until the invoice is paid and reimbursement to Watco for all reasonable attorney fees.
- 3) Invoice Procedures and Liability:
  - a) All vessels, their owners, or agents, will be liable for and billed for Dockage, Shed Hire and/or Wharf Use Charge, and for provision of water and related utilities and services accorded the vessel, including Wharf Cleaning.
  - b) Terminal Charges and Wharfage Charges set forth are liabilities of the owner and agents of the cargo; however, the collection and payment of same must be guaranteed by the vessel, her owners and agents, and the use of Watco's facilities by the vessel, her owners, and agents, shall be deemed an acceptance and acknowledgment of this guarantee.
    - i) As compensation to said Vessel Agent for such collection and payment of Wharfage charges as specified in Section Two, Watco shall allow a credit of four percent (4%) of the total wharfage charges incurred.
    - ii) The credit of four percent (4%) will only be allowed in instances where the collection and payment of said wharfage charges is by the appointed Vessel Agent and is paid timely as specified in.
    - iii) Wharfage charges on cargo shall be assessed based on manifest weights, unless

otherwise provided herein.

#### B. Collection of Charges

- 1) Invoice Procedure and Liability: Liability for payment of loading and unloading charges set forth in Section Two will be the responsibility of the owner and agent of the cargo and the party assigned the responsibility for performing loading and unloading services and shall invoice and collect from such owner and authorized agent. The charges for such service performed as defined herein shall be strictly in accordance with the rates, charges, classifications, rules regulation, and practices set forth in this Tariff and further, said party assigned the responsibility for performing loading, unloading and related services shall not in any respect whatsoever deviate from or violate any of the terms or conditions or provisions of this tariff, and no rates or charges assessed or collected by it pursuant to this tariff shall be directly or indirectly refunded or remitted in whole or in part in any matter or by any device.
- 2) All charges for services provided and in other provisions of this Tariff will be payable in advance unless prior arrangement for the extension of credit to the party responsible for such charges have been made with the party assigned the responsibility of providing loading and unloading service. Where such credit is extended, all bills rendered by the party assigned the responsibility of performing the services are due and payable upon presentation and not more than 30 days following the performance of such service.
- 3) An interest charge of 10% per annum will be assessed against unpaid invoices over 30 days until the invoice is paid and may include all reasonable attorneys' fees. Written notice of any invoice in dispute must be furnished to Watco's Billing Department within twenty (20) days from date of invoice or interest charges will apply.
- 4) Wharf Demurrage Charges will be assessed to the owner of the cargo or his authorized agent, to whom invoice will be sent.
- 5) Wharf Demurrage Charges will continue to apply until cargo is removed from the premises.
- 6) Transshipped Cargo-Wharf Demurrage Charges will be assessed to the outbound vessel, its agent, or owners to which cargo is assigned, to whom invoice will be sent.
- 7) In no case will Watco invoice or otherwise assume responsibility for collection of charges assessed by a transportation agency or steamship company.
- 8) Except as above provided, the User shall be liable for charges as provided and invoice will be sent to such User.

#### **1.5 PORT SECURITY FEE**

To fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33 CFR 105, the Terminal will assess against and collect from all Users of port premises, services, or facilities, a Port Security Fee as set forth herein. Such fee shall be in addition to all other fees and charges due under this and other governing tariffs.

The Terminal shall have all of the rights and remedies provided in this tariff and other governing tariffs for failure to pay amounts due the Terminal in the event any User fails to timely pay the Port Security Fee set forth herein and, in addition, the Terminal may (1) require from said User a deposit estimated to cover such fees in advance of using port premises, services or facilities, and/or (2) deny service to said User until said deposit is made and/or all prior amounts due are

paid.

## **1.6 CARGO STORAGE, LOSS OR DAMAGE**

In the event that User requires that any cargo be stored at the Terminal, such storage shall be at the rates set by the Terminal. The Terminal reserves the right, unless otherwise agreed, to relocate User's cargo within the Terminal at the Terminal's sole cost and expense. The Terminal assumes no liability for any loss of or damage to cargo handled, stored, transported, or shipped through the Terminal, except to the extent it is proven in a court of law that such loss or damage was directly caused by the Terminal's failure to exercise its duty of reasonable care in the performance of its operations and services. Under no circumstances, however, shall the Terminal be liable for acts of God, inherent vices of the cargo, and/or expected or customary trade allowances, including but not limited to bulk cargoes, associated with shortage, shrinkage, wastage, wear and tear, movement or transfer of cargo. The Terminal assumes no liability for inventory discrepancies for any cargo handled, stored, transported, or shipped through the Terminal, except to the extent directly caused by the Terminal's failure to exercise its duty of reasonable care in the performance of its operations and services. The Terminal shall have no responsibility or obligation to provide security or other related services with respect to cargo handled, stored, transported, or shipped at or through the Terminal.

## **1.7 RESTRICTIONS ON USE OF FACILITIES**

A. Hazardous Materials: Subject to Section 1.18, shipments of materials classified as explosive or dangerous in applicable regulations of the Department of Transportation and Interstate Commerce Commission will be permitted only upon full compliance with such regulations by shippers, their agents and the agencies of transportation. Conformance shall be made also to such further rules or regulations as may be issued by other state, federal or municipal authorities.

For the protection and safety of the Terminal, Users of its facilities, and the general public, rights are reserved to issue such directives or regulations as may be deemed necessary by the Terminal to insure safe handling, stowing, loading, discharging, or transportation of explosives or dangerous materials within the confines of the Terminal. Written notification to the Terminal Dock Operations Manager is required prior to approval to tender of explosives, dangerous or hazardous materials.

The master, agent, or person in charge of any domestic or foreign vessel which is inbound into the Terminal, which has on board any hazardous materials so classified in applicable regulations of the Department of Transportation and Interstate Commerce Commission, shall submit a listing of the weight of such commodity, its label and the location at which it is stowed within the vessel to a representative of the Terminal no later than immediately upon arrival at the wharf.

The Terminal may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of such explosives, dangerous or hazardous materials which are considered by the Terminal as offering undue risk or exposure to such risk. Requirements covering the transportation of Hazardous Materials covered in 49 CFR, Parts 171- 180 must be complied with on any cargo entering Terminal property. Any cargo arriving at the Terminal without the required documentation will be denied entry to the Terminal.



B. Painting or Erecting of Signs: Painting or erecting signs on Terminal property or structures is prohibited without prior approval of the Terminal Dock Operations Manager who shall also approve copy, design, material and method of erection.

C. Compliance with Environmental Regulations; Smoking Prohibited: All Users shall comply with all applicable environmental laws, rules, or regulations that may be promulgated by Federal, State, or Local regulatory agencies, bodies and by the Terminal.

D. Smoking Prohibited: Smoking in the warehouses, transit sheds, on the wharves, or on vessels is **STRICTLY PROHIBITED**. Smoking is only allowed in designated areas. Fines may be imposed by the Coast Guard and Fire Marshal personnel per their official jurisdiction.

D. Responsibility for Cleaning of Property by User: Users of the Terminal will be required to maintain same in an orderly manner as prescribed by the Terminal Dock Operations Manager or his designated assistant.

E. Responsibility for Property Damage: Users of the Terminal shall be held responsible for all damage to the property occasioned by them, and any such damage shall be repaired with costs of repairs billed against the User responsible for damage. Repairs may be by performed by third parties, in which instance cost of labor and materials plus twenty percent (20%) will be invoiced to the responsible party.

F. Responsibility for Fire Equipment: The Terminal requires the Users of the wharves to be responsible for all of their own fire equipment, such as hose, nozzles, extinguishers, etc.

G. Abandoning, Dumping, Discharging, etc. of Waste Matter: All vessels, their owners and agents, and other Users of the Terminal shall comply with all federal, state or local regulations with regard to the placing or discharging of waste matter into the Houston Ship Channel.

Vessels discharging into the aforementioned waters will be reported to the United States Attorney for prosecution under appropriate federal laws. Throwing ballast, rubbish, dunnage or any other matter into the aforesaid waters is strictly prohibited. Should any vessel, its owners or agents, stevedore, freight handler, or other User of the Terminal abandon any drums, boxes or other containers of cargo upon the Terminal's property and not remove same therefrom within 48 hours after notification by the Terminal Dock Operations Manager or designate of the location of such items, same will be removed by the Terminal, its employees or contractors, and the cost of such removal plus twenty percent (20%) shall be billed to the vessel, its owners or agents, stevedore or freight handler, Licensed Freight Handler or other User of the facilities which shall be deemed by its failure to remove same to have agreed to the payment for same.

H. Removal of Articles Dropped into Channel: The dropping of cargo, scrap or any other articles in the Houston Ship Channel is prohibited by law. Responsible parties shall be liable for the removal of any articles dropped in channel and the Terminal reserves the right to remove such articles on a basis of cost-plus twenty percent (20%) at the expense of the responsible party.

I. Bunkering: To insure safe and unimpeded vessel movements on the Houston Ship Channel,

bunkering operations are restricted at the Terminal Berths. When such operations are conducted at the aforesaid wharves and berths, the person arranging for bunkering is responsible for providing at least 24 hours' advance written notice to the Terminal and must arrange to have a tugboat standing by to provide for movement of the barge within one hour.

## **1.8 LIMITED LIABILITY**

The Terminal shall have no liability to User for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, diminution in value, delayed delivery, lost business opportunities, damage to goodwill or reputation, infringement, or loss of data, arising out of or relating to any breach of its obligations, regardless of (a) whether such damages were foreseeable, (b) whether the Terminal was advised of the possibility of such damages, and (c) the legal or equitable theory upon which the claim is based. The Terminal makes no guarantees or warranties of any kind, whether express or implied, whether arising by operation of law, course of dealing, course of performance, usage of trade, or otherwise. Nothing contained herein shall preclude the Terminal from availing itself of any limitation of liability provisions under applicable maritime or other law. The Terminal's liability for damage to any Vessel, truck, or railcar, or the equipment, gear, machinery, or appurtenances (as applicable) of any Vessel, truck, or railcar, shall be limited to physical damage to the extent directly caused by the Terminal. As a condition precedent to recovery by User for any damage to any Vessel, truck, or railcar, or the equipment, gear, machinery, or appurtenances (as applicable) of any Vessel, truck, or railcar, User shall, prior to the departure of the Vessel from the cargo berth, or the departure of the truck or railcar from the Terminal, notify the Terminal in writing of any and all damage(s) to the Vessel, truck or railcar alleged to have been caused, in whole or in part, by the Terminal.

Notwithstanding anything herein to the contrary, the Terminal's total liability to User under any theory, whether in contract, tort, or strict liability, shall be limited to twenty-five percent (25%) of the total amount of the payments made by User during the 12-month period immediately preceding the incident giving rise to the claim. Terminal shall not be responsible for any demurrage or any loss, damage or expense in the nature of or in lieu of demurrage where such is due to delay in loading or unloading of User's Commodity, and such delay is not caused by the gross negligence or willful misconduct of Terminal. User will be, and Terminal will not be held responsible for any other damages (including fees) arising or resulting from the handling, nature, or weight of inbound or outbound material, whether via railcar, truck, ship, barge, or otherwise.

## **1.9 INDEMNIFICATION**

**USER COVENANTS AND AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE TERMINAL, ITS OWNERS AND OPERATORS, AND ITS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "TERMINAL INDEMNITEES"), FROM AND AGAINST ANY AND ALL LOSSES (AS HEREINAFTER DEFINED) OF WHATSOEVER KIND AND NATURE, WHETHER INCURRED BY THE TERMINAL OR ALLEGED BY OTHERS, IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, ARISING IN WHOLE OR IN PART AS A RESULT OF OR IN CONNECTION WITH, ANY OF THE FOLLOWING: (I) ANY BREACH OF THESE RULES AND REGULATIONS BY USER, ITS DIRECTORS, OFFICERS, EMPLOYEES,**

**AGENTS, SUBCONTRACTORS, OR PARTIES ACTING ON BEHALF OF USER (EACH A “USER PARTY,” AND COLLECTIVELY “USER PARTIES”), (II) NEGLIGENCE, GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL OR WANTON MISCONDUCT OF ANY USER PARTY, (III) ANY DEFECT OF ANY KIND IN THE GOODS COMPRISING USER’S CARGOS, (IV) ANY AND ALL LIABILITIES RELATING TO WATER, LAND, AIR, OR OTHER ENVIRONMENTAL POLLUTION, INCLUDING BUT NOT LIMITED TO CLEANUP COSTS AND/OR STATUTORY PENALTIES ARISING OUT OF USER’S CARGOS; (V) ANY ACT OR OMISSION OF ANY USER PARTY, (VI) VIOLATION OF APPLICABLE LAW BY ANY USER PARTY, (VII) ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY CAUSED BY OR RESULTING FROM USER’S CARGO OR THE ACTIVITIES OF USER AT THE TERMINAL, (VIII) PERSONAL INJURY OR DEATH OF ANY EMPLOYEE, AGENT, OR INVITEE OF ANY USER PARTY, AND (IX) ANY GENERAL AVERAGE (VOLUNTARY SACRIFICE) OR ANY CLAIMS OF GENERAL AVERAGE (CLAIMS FOR EXTRA-ORDINARY EXPENDITURES INCURRED). “LOSSES” MEANS ANY AND ALL LIABILITIES, OBLIGATIONS, SUITS, CLAIMS, LIENS, LOSSES, DAMAGES, JUDGMENTS, AWARDS, FINES, PENALTIES, INJURIES, ACTIONS, COSTS, FEES, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES), DISBURSEMENTS, AND/OR COSTS OF INVESTIGATION, LITIGATION, ALTERNATIVE DISPUTE RESOLUTION, SETTLEMENT, JUDGMENT, INTEREST AND PENALTIES, INCLUDING, BUT NOT LIMITED TO, LEGAL AND/OR ATTORNEYS’ FEES.**

**NOTHING SET FORTH IN THE FOREGOING INDEMNITY IS INTENDED TO REQUIRE ANY USER TO INDEMNIFY AN INDEMNITEE AGAINST LOSSES TO THE EXTENT CAUSED BY SUCH INDEMNITEE’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. USER SHALL CARRY CONTRACTUAL LIABILITY COVERAGE OR ENDORSEMENTS, AS NECESSARY, TO INSURE THE INDEMNITY OBLIGATIONS ASSUMED HEREIN. ALL SUCH POLICIES OR ENDORSEMENTS SHALL NAME WATCO TRANSLOADING, LLC, WATCO DOCK & RAIL, LLC AND WATCO DOCK & RAIL III, LLC AS ADDITIONAL INSUREDS TO THE EXTENT OF THE INDEMNITY OBLIGATIONS ASSUMED BY USER. A DETERMINATION OF PARTIAL INVALIDITY OF THIS INDEMNITY UNDER THE PROVISIONS OF THE LONGSHORE AND HARBOR WORKERS’ COMPENSATION ACT OF 1972 (“LHWCA”), AS AMENDED, SHALL HAVE NO EFFECT ON THE VALIDITY OF ANY PORTION THEREOF NOT HELD TO BE INVALID, NOR SHALL A DETERMINATION OR DECLARATION OF INVALIDITY OF THIS INDEMNITY AS A WHOLE AFFECT THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT IN ITS ENTIRETY. THE OBLIGATIONS HEREIN SHALL SURVIVE THE EXPIRATION, TERMINATION, OR CANCELLATION OF THE AGREEMENT.**

#### **1.10 ARRANGEMENTS FOR BERTH**

All vessels, or their owners and/or agents, desiring a berth at the Terminal shall so far in advance of the date of docking as possible, but in no event less than five (5) working days, make application for berth as set forth in Section 2.

Any damage caused by the vessel to the Terminal, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and of the owners and agents of the ship causing

the damage. The Terminal reserves the right to have the ship arrested until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

To achieve quick turnaround of ships and barges and to prevent congestion, maximum utilization of the Terminal is required.

Any vessel in berth after completion of loading or discharging or any vessel refusing to work all available work shifts if so requested by the Terminal or designee, including overtime at the expense of that vessel, may be required to vacate the berth whenever another vessel is awaiting the berth. Further, when in the judgment of the Terminal there is significant cause or reason to protect the public interest, or in the best interest of the Terminal, any vessel may be ordered, at its own expense, to move from its berth or move within the berth or dock.

Any vessel failing or refusing to vacate a berth when so ordered shall be subject to additional dockage charges per hour or any part thereof.

### **1.11 USER INSURANCE**

All Users, during the duration of their presence at the Terminal, shall procure and maintain minimum insurance set forth below:

- a. Workers' compensation insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory, or district of hire, supervision, or place of accident and including, when applicable, full coverage for maritime obligations, the Longshore and Harbor Workers' Compensation Act, and the Federal Employer's Liability Act, with \$1,000,000.00 limits.
- b. Comprehensive general liability (CGL), including automobile liability coverage and completed operations coverage, with primary limits of \$1,000,000.00 per occurrence. If automobile liability is excluded, then commercial automobile policy with limits to \$1,000,000.00 shall be required.
- c. Bumbershoot or excess following form CGL insurance to the policies required above, with limits not less than \$5,000,000.00 per occurrence in excess of the primary limits required by Section 1.11(b) as set forth above.

For purposes of this Section, the insurance coverages identified in Sections 1.11(a) through 1.11(c) are referred to as the "Minimum Insurance."

### **1.12 MARINE INSURANCE – U.S. FLAGGED VESSELS**

In addition to the Minimum Insurance, all Users operating, berthing, loading, or unloading Vessels flagged under the laws of the United States at the Terminal shall, for the duration of their presence at the Terminal, procure and maintain the additional insurance set forth below:

- a. Marine P&I insurance, including automobile liability coverage and completed operations coverage, with primary limits of \$2,000,000.00 per occurrence.

-or-

- b. Alternative insurance, or insurance equivalent to the Marine P&I insurance described above, which is acceptable to the Terminal in lieu of Marine P&I insurance.

-and-

- c. International Harbor Workers and Longshoreman coverage, including a Jones Act endorsement.
- d. Bumpershoot insurance with the watercraft exclusion deleted, with limits not less than \$5,000,000.00 per occurrence in excess of the primary limits required by Section 1.13(a) as set forth above.
- e. Sudden and accidental pollution legal liability insurance, which coverage designates Watco Transloading, LLC, Watco Dock & Rail, LLC and Watco Dock & Rail III, LLC as “additional named insureds” and dedicates limits for the sole benefit of the additional named insureds, in an amount not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate.

### **1.13 MARINE INSURANCE – FOREIGN FLAGGED VESSELS**

In addition to the Minimum Insurance, Users operating, berthing, loading, or unloading Vessels not flagged under the laws of the United States at the Terminal shall, for the duration of their presence at the Terminal, procure and maintain insurance set forth below:

- a. All foreign-flagged vessels must be members in good standing of a valid P&I club and must have valid Lloyd’s of London or equivalent classification society certificates, including load line, and a valid U.S. Certificate of Financial responsibility.

### **1.14 HAZARDOUS CARGO ADDITIONAL INSURANCE REQUIREMENT**

In addition to the Minimum Insurance, all Users handling, cleaning, storing, or otherwise discharging Hazardous Cargo, petroleum products, or chemicals in bulk or in containers at the Terminal shall, for the duration of such cargo’s presence or User’s operations at the Terminal, procure and maintain the additional insurance set forth below:

- a. Pollution legal liability insurance, which coverage designates Watco Transloading, LLC, Watco Dock & Rail, LLC and Watco Dock & Rail III, LLC as “additional named insureds” and dedicates limits for the sole benefit of the “additional named insureds”, in an amount not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate.

### **1.15 CARGO STORED AT WATCO GREENS PORT INDUSTRIAL PARK**

In addition to the Minimum Insurance, all Users storing goods or cargo at the Terminal shall, for the duration of such cargo’s presence at the Terminal, procure and maintain the additional insurance set forth below:

- a. All-risk cargo insurance insuring against all risks and perils to the extent covered by the American Institute Cargo Clauses or equivalent, to the full market value or replacement

cost of all cargoes to be handled or stored, which coverage designates Watco Transloading, LLC, Watco Dock & Rail, LLC and Watco Dock & Rail III, LLC as “additional named insureds.”

## **1.16 ADDITIONAL INSURANCE PROVISIONS**

All insurance policies required by these Rules and Regulation shall contain endorsements providing that such coverage is primary and not contributory to any insurance available to the Terminal and that any “Other Insurance Clause” contained in User’s insurance shall be void and inoperative as to the Terminal. Additionally, all such policies shall contain a waiver of subrogation in each policy as to the Terminal. Each of the foregoing policies shall contain a provision that the Terminal shall receive 30 days’ written notice of material changes or cancellation. A current Certificate of Insurance evidencing the required coverages, as applicable, shall be furnished to the Terminal prior to the commencement of work by User at the Terminal, which Certificate of Insurance shall be maintained on file with the Terminal.

In the event that any User employs an agent, carrier, contractor, or subcontractor to perform services at the Terminal, such User shall require any such agent, carrier, contractor, or subcontractor to carry and maintain such insurances as applicable.

## **1.17 CONDITION OF CARGO**

Cargo shall be delivered in good condition, and, for outbound cargo suitably packed for ocean transport, with manifests, bills of lading, SDS, and/or IMO BC code documentation provided to the Terminal before cargo is handled.

If the condition of User’s cargo is damaged or is not in customary good condition, or if the Terminal is called upon to handle cargo in distressed conditions, then the stipulated rates set forth in the Appendices to these Rules and Regulations shall not apply and additional charges will be assessed and charged for the handling of such cargo. The Terminal reserves the right to reject damaged or distressed cargo at its sole discretion.

## **1.18 HAZARDOUS CARGO**

The Terminal will only agree to handle cargo of a dangerous, hazardous, flammable, corrosive, noxious, or explosive nature if such handling is approved in advance by the Terminal and if the manifest declaring the same to be hazardous cargo is provided to the Terminal in advance.

The packages containing such cargo shall be clearly and indelibly marked to show the hazardous nature of their contents and User shall indemnify the Terminal Indemnitees from and against any and all losses suffered or incurred by reason of User’s failure to so declare and mark any such cargo. User shall supply and disclose all relevant information, including but not limited to SDS Data Sheets, concerning such cargo to the Terminal, together with a hazardous cargo manifest for any hazardous cargo on board the Vessel while it is berthed at the Terminal.

## **1.19 OWNERSHIP OF CARGO AND CHANGE IN OWNERSHIP**

At all times, User shall keep the Terminal advised of the owner of all cargo at the Terminal. User shall advise the Terminal in writing of any change in ownership of any cargo while at the

Terminal.

If any of User's cargo is sold, exchanged, or otherwise changes ownership while at the Terminal, User shall remain responsible for all charges, fees, and taxes and shall continue to be bound by the terms of these Rules and Regulations until such time as the Terminal confirms the ownership and payment obligations have transferred to and been assumed by the new owner, and User is released from further liability under these Rules and Regulations by the Terminal. Nothing herein shall be construed to relieve User from accrued charges and fees prior to any such transfer.

## **1.20 DISPLAY OF LIGHTS**

All vessels, including barges, shall display lights from sunset to sunrise while lying at any berth at the Terminal. Vessels must conform to navigation rules applying when anchored in the channel, and barges to display white lights visible all around the horizon, located at least eight feet above the water line on their outside or channel corners.

## **1.21 REPORTING OF COLLISIONS**

In the event of a collision between two vessels at or near the Terminal or between a vessel and any wharf, dock, or pier at the Terminal, written reports of such collision shall, within twenty-four hours, be furnished to the Terminal by the pilot and by the master, owner and/or agent of said vessel. In the case of a minor collision or collision where a vessel is under way and proceeding to the open sea, there being no need for repair, said report may be mailed by the master of said vessel from the next port which it passes, and provided further that, in all cases of collision, report of an owner and/or agent shall not relieve the pilot of the duty of rendering his report within the specified time.

## **1.22 FIRE ALARM**

In the event of fire occurring on board any vessel berthed at the Terminal, such vessel shall sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at the dock to which the vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitute for, but may be used in addition to, other means of reporting a fire. The words, "prolonged blasts" used in this rule shall mean a blast of from four to six seconds.

## **1.23 CARGO STATEMENTS REQUIRED**

A. All vessels, their owners and agents using the Terminal shall present copies of manifests, including all changes and supplements thereto, of cargo loaded or unloaded on forms and in the manner prescribed by the Terminal.

Copies of manifests on inward cargo shall be presented at least two (2) days prior to arrival or upon arrival of vessel at wharf. Copies of manifests on outward cargo shall be presented not later than 10 working days after sailing.

Vessel agents who submit copies of manifests and statements of cargo later than ten (10) calendar days may lose all credit privileges extended if so ordered by the Terminal Dock Operations Manager at his sole discretion.

B. Vessels, their owners, agents and masters, and all other Users, shall be required to permit access by the Terminal to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to permit correct estimate of charges.

## **1.24 RECEIPTS FOR CARGO**

A. Receipts for Cargo Loaded: Vessels shall receipt daily for cargo placed in ship's berth by the Terminal or its designated freight handlers. Such cargo shall be considered in the vessel companies' care, custody and control, and vessel companies shall be responsible for such cargo from time of placement in the vessel by the designated freight handlers.

EXCEPTION: Upon prior arrangement and approval of the Terminal, cargoes moving on charter assignment and single consignments of bagged rice, bagged grain and grain products and certain relief and United States Department of Agriculture shipments, from one shipper to one destination, may be unloaded prior to firm booking on a specific vessel. When so permitted, the cargo will remain in the care, custody and control of the shipper until booked on a named vessel at which time the vessel company shall receipt for the shipment and assume responsibility for same.

Cargo placed in the Terminal between 7:00 a.m. and 4:00 p.m. shall be receipted for promptly on the day it is unloaded, and prior to 6:00 p.m. Cargo placed in the Terminal after 4:00 p.m. and prior to 7:00 a.m. shall be receipted for not later than the following 9:00 a.m.

B. Receipt and Delivery of Trucks: Trucks delivering freight to the Terminal must have instructions as to which vessel is involved before entering the Terminal Trucks carrying freight into or from shipside facilities must leave a copy of vessel company or cargo handlers' receipt, properly signed, setting forth the party responsible for terminal handling charges, commodity description, number of packages and weight of the load entering or exiting the Terminal. All Dock Receipts and Pick Up Orders require responsible bill to party clearly listed.

C. Receipt and Delivery of Railroad Cars: For general instruction and rules refer to the Watco Greens Port Industrial Park Rail Tariff 100-D, or as supplemented, or contact Terminal Dock Operations Manager.

## **1.25 SEGREGATION OF CARGO**

A: Cargo Discharged from Vessels:

- (1) Vessels discharging cargo at the Terminal must tender such cargo in separate lots as identified by applicable ocean bills of lading and marks.
- (2) The party assigned responsibility for Loading and Unloading shall have the right of refusal to handle cargo not properly segregated by vessel, but may, upon its election and at specific request of vessel, its authorized agent or owner, perform segregation at a predetermined sorting fee.
- (3) Further segregation performed to comply with loading and/or delivery instructions



will be performed at expense of party requiring same at a predetermined sorting fee.

- (4) Split deliveries of partial lot cargoes will be performed by the party assigned responsibility for Loading and Unloading. Such charge will be borne by party requesting the service. Contact the Terminal for rates and additional instructions.

B. Cargo Received for Vessels:

- (1) Contact the Terminal for rates and additional instructions at [quotes@watco.com](mailto:quotes@watco.com).

## 1.26 **LOADING, UNLOADING AND HANDLING OF CARGO**

A. Service Included in Loading-Unloading Rates:

- (1) Rates named herein cover only the labor, equipment and clerical expense incident to unloading or loading freight and receiving from or delivering same to vessel agents, sealing cars, stacking freight unloaded, except as otherwise provided, reporting seals and condition of freight to party for whose account handled and bracing or stacking freight loaded. Contact Watco for rates and additional instructions.
- (2) Charge for Special Service: Cargo will be accepted at the rates named in this tariff for loading and unloading. All cargo will be handled in the order of its receipt, so far as conditions or circumstances will permit. Contact the appropriate Licensed Freight Handler for rates and additional instructions.

B. Application of Wharfage and Loading-Unloading Rates:

- (1) Classification by Analogy Not Permitted: Rates hereinafter named apply on the specific commodities and in the specific packaging shown and cannot be applied to analogous articles or packaging.
- (2) Application of Carload Rates: Carload rates named herein apply to actual weight of consignments in railroad cars classed and defined as carload in applicable tariffs of the transporting railroad company. Consignments in railroad cars transported at per car charge or in switching service will be rated at carload basis.
- (3) Wharfage Charge Application - Barges: Cargo loaded in barges will be subject to wharfage charges as established by the Terminal upon request.
- (4) Loading of Cargo Designated by U.S. Customs as General Order: Cargo will be charged for as "All Commodities Not Otherwise Specified" and will be at rate set forth elsewhere in this tariff.
- (5) Wharfage Earned: Cargo shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected whether or not eventually loaded on a vessel.

- (6) Wharfage Charge Applicable to Transshipped Cargo: Cargo discharged from vessels to a wharf area for transshipment by vessel, if reloaded within fifteen days, and has not changed ownership and if it has not been removed from the wharf, will be billed wharfage following reloading for outward shipment. The day on which cargo is placed on the wharf shall be counted as the first day. The day on which cargo is lifted shall not be counted.
- (7) Wharfage Charge Applicable to Cargo Handled on Offshore Side of Vessel Moored at the Terminal: Cargo transferred directly to or from offshore side of vessel while such vessel is moored at the Terminal will be assessed wharfage at the charge applicable had such cargo been placed upon and passed between wharf and vessel. Cargo transferred between the Terminal and the offshore side of a vessel moored to same or other wharf, will be assessed wharfage at charge applicable had such cargo passed between wharf and vessel.
- (8) Explanation of Terms:
- (a) Combination Articles: Articles which have been combined or attached to each other will be charged at rating for the articles bearing the highest rate in the combination.
- (b) Parts or Pieces Constituting Complete Article: Parts or pieces constituting a complete article, received as one shipment, will be charged at rate for complete article.
- (c) Knocked-down Articles: Rates on articles knocked down (K.D.) apply only when article is taken apart in such manner as to materially reduce space utilized. Merely separating article into parts without reducing bulk does not constitute knocking down or entitle article to K.D. rate.
- (d) Furniture, All Kinds, Including Household Furniture, Furnishings and Appliances: The foregoing description applies to all types of furniture, household furnishings and appliances, including Stoves, Refrigerators, Cooling Boxes or Store Display Refrigerator Boxes, with or without freezing units, Pianos, Radios, Phonographs, Television Sets, and combinations thereof. Does not apply to clothing or related items of personal effects.
- (e) Drums or Barrels, Definition of: Drums or barrels are defined as straight-sided cylindrical containers of not less than 5 gallons capacity, with ends (heads) of equal diameter and with or without bail or handle.
- (f) Rates, charges and regulations relating to wharfage charges are maximum allowable rates which may be assessed. Wharfage charges are stated in cents per 2,000 lbs.

## 1.27 FORCE MAJEURE

Any delay in performance of services by the Terminal shall not be considered a breach of these Rules and Regulations, and the time required for performance of such services shall be extended for a time period equal to the period of such delay; provided that the delay is caused by or results from an act beyond the Terminal's reasonable control, such as one of the following force majeure events (each a "Force Majeure Event"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (d) requirements of applicable government order or law; (e) embargoes or blockades in effect on or after the date of delivery of User's cargo to Avondale Marine; (f) action by any governmental authority; (g) national, regional, local, or municipal emergency; (h) strikes, labor stoppages or slowdowns, inability to obtain qualified labor, or other labor difficulties; (i) shortage of adequate power or transportation facilities; (j) equipment failures; (k) high river conditions; (l) named or unnamed tropical storms or hurricanes; (m) epidemic or pandemic event; or (n) other similar events or circumstances beyond the reasonable control of the Terminal. The Terminal will promptly notify User of any Force Majeure Event and will exercise commercially reasonable efforts to eliminate or remedy the same.

All additional costs that may be incurred as a result of a Force Majeure Event, including but not limited to transportation and storage charges, warehouse or yard rentals, demurrage for Vessels, trucks, or rail cars, insurance premiums, charges in respect of delivery from warehouses, bonded or otherwise, shall be borne by User.

## **1.28 GOVERNING LAW AND VENUE**

These Rules and Regulations shall be construed, governed, interpreted, enforced and litigated, and the relations between the parties determined, in accordance with the general maritime law of the United States, and, to the extent maritime law does not apply, the laws of the State of Texas, without giving effect to its conflicts of law. Any and all disputes with respect to this Agreement shall be filed in a state or federal court in Harris County, Texas, and the parties consent to the jurisdiction of said court and waive any objection to venue.

## **SECTION 2 – OCEAN GOING VESSELS**

### **2.1 APPLICATION FOR BERTH**

Any User intending to moor, berth, load, or discharge a Vessel at the Terminal shall complete and submit the Berth Application Form, via the following link: <https://www.watco.com/berth-application/>, to these Rules and Regulations, Monday through Friday, exclusive of any legal holidays.

Unless credit has been preapproved, each Application must be accompanied by a deposit of the amounts due or projected by the Terminal to be due according to the terms of these Rules and Regulations in connection with such Vessel's use of or presence at the Terminal, including but not limited to dockage charges, mooring charges, tug assistance charges, line handling charges, and other reasonably foreseeable charges.

A Berth Application Form, when accepted by the Terminal, together with these Rules and Regulations, shall constitute a binding and enforceable contract between User and the Terminal. Submission of the Berth Application Form by a User shall be conclusive evidence of the User's agreement to be bound by these Rules and Regulations.

The Terminal shall have the sole discretion to require the Vessel to submit additional documents or information with its Berth Application Form.

Except as otherwise provided in these Rules and Regulations, a Vessel shall not be allowed to moor or berth at the Terminal until the Vessel's Berth Application Form has been accepted by the Terminal. However, the Terminal, in its sole discretion, may waive this requirement and allow a Vessel to moor or berth at the Terminal before the Vessel's Berth Application Form has been accepted by the Terminal, on the condition that the Terminal may thereafter require the Vessel to vacate its berth at the Terminal at any time prior to the satisfaction of all requirements for the use of said berth. Any such requirement to vacate shall be at the Vessel's sole cost and expense.

All Vessels arriving from a foreign port(s) shall be considered Ocean Going Vessels and subject to all requirements and fees in these Rules and Regulations.

### **2.2 VESSEL WARRANTIES**

User warrants the seaworthiness of each Vessel to which the Terminal provides services, including the Vessel's equipment, gear, machinery, or appurtenances, and User warrants that each such Vessel is, and will be, compliant with its respective classification society rules, regulations, and certificates, and User warrants safe access on and off each such Vessel for the Terminal and its employees, agents, and subcontractors as well as safe working conditions while such personnel are on any such Vessel. Prior to the commencement of cargo operations, User shall provide to the Terminal all valid registers and certificates applicable to all gear and equipment expected to be used during cargo operations.

### **2.3 NO LIABILITY FOR FREIGHT OR CARGO**

Unless otherwise agreed in writing, the filing of a Berth Application Form shall constitute a waiver by the Vessel of any and all claims against the Terminal for freight or other charges related to cargo.

### **2.4 CARRIAGE OF GOODS BY SEA ACT**

The Terminal and all servants, agents, independent contractors, subcontractors, or independent contractors whatsoever used or employed by the Terminal in connection with the performance of all services hereunder shall have the benefits of all rights, defenses, exemptions from or limitations of liability, and immunities of whatsoever nature, including any per-package value or customary freight unit limitation, under any bill of lading issued in connection with the cargo to be handled or services to be provided where applicable, so that in no case shall any of the above have any liability, in contract or in tort, greater than any liability of the Vessel, carrier, or shipper under the applicable bill of lading.

## **2.5 AVAILABILITY OF BERTH**

The Terminal shall have the sole and absolute right to assign Vessels to berth, and the Terminal may assign such berths in any order or sequence. User agrees that it shall have no right or claim against the Terminal with respect to the order of the berth assignment.

The Terminal shall have no responsibility to ensure that the necessary berth will be available upon the arrival of a Vessel. The Terminal shall not be responsible for any loss of time, detention, demurrage, or shifting expenses resulting therefrom.

## **2.6 DEMURRAGE**

The Terminal shall not be responsible for any demurrage or any loss in the nature of or in lieu of demurrage unless otherwise agreed to in writing by separate agreement.

## **2.7 BERTH RESTRICTIONS AND SAFETY OF BERTH**

Berth restrictions and information are supplied in Appendix “B” and shall be updated in the normal course of business.

The Terminal shall not be deemed to warrant the safety of any berth, the approaches thereto, public channels, anchorages, or any other area where a Vessel may operate. User, including those employed by User for the safe navigation of a Vessel, shall at all times be responsible for verifying that the most recent berth conditions are adequate for the Vessel, taking into account all Vessel, navigational, river, and/or berth-related conditions.

## **2.8 FAILURE TO ACCEPT BERTH**

If any Vessel is ordered to berth by the Terminal and is unable or refuses to berth as ordered for any reason whatsoever, or if a Vessel otherwise fails to comply with the terms, conditions, rules, or regulations set forth herein, the Terminal may, in its sole discretion, cancel the Vessel’s Berth Application Form. In the event of such cancellation, the Vessel shall then be required to re-file its Berth Application Form, in which case the Vessel will be assigned a berth in chronological order to other Vessels based on the time that the Berth Application Form is re-filed.

## **2.9 VESSEL SERVICES**

Arrangements for the berthing of a Vessel are to be completed in advance of the Vessel’s arrival at the Terminal.

The Vessel's owners, operators, managers, and/or agents of User shall be invoiced for all services provided to Vessel, including but not limited to dockage, line handling, crane services, and delivery services, and the Vessel owners, operators, managers, and/or agents of User shall be jointly and severally liable therefor, which shall give rise to a maritime lien in favor of the Terminal.

## **2.10 STEVEDORING SERVICES**

The Terminal or its designated representative shall serve as the stevedore at the Terminal and will provide all stevedoring and other related services to the Vessel, excluding line-handling. No third-party stevedores shall be allowed to operate or provide services at the Terminal without the Terminal's prior written consent. User shall be responsible for making direct contact with the Terminal or its designated representative to make arrangements for the loading or unloading of the Vessel.

## **2.11 OFFICERS AND CREW REQUIRED**

Upon berthing, the Vessel shall be manned by sufficient officers and crew to ensure that the Vessel is properly secured at all times and to permit reception or discharge of cargo at any time, including Saturdays, Sundays, and holidays.

## **2.12 TUG ASSISTANCE**

All tug service to be used by Vessels entering (docking), leaving (undocking), shifting while in berth (warping), or while lying at the berth shall be provided by and must be arranged through a tug assist provider company approved by the Terminal.

Every Vessel upon entering the berth (docking), leaving the berth (undocking), shifting while in berth (warping), or lying at the berth shall be required to make use of a sufficient number of tugs at the Vessel's and/or User's risk and expense. The number of tugs used shall be at the discretion of the Vessel and/or any pilot on board. However, the Terminal reserves the right in its sole discretion to require additional tugs to be in attendance to ensure the safety of the Terminal, and all costs incurred in connection therewith shall be for the Vessel's and/or User's account.

## **2.13 LOADING AND UNLOADING**

Each Vessel will ensure that it is loaded or unloaded in such a manner so that she remains in a safe and seaworthy condition throughout the operation so as to permit (a) the Vessel to remain safely afloat, (b) the safe performance of the loading or unloading operations while at the berth, and (c) the vacating of the berth.

## **2.14 PROHIBITED ACTIVITIES**

No Vessel shall blow out tubes or otherwise deliberately discharge any liquid or solid waste, pollutant, or contaminant while berthed at or otherwise in the vicinity of the Terminal without informing the Terminal and utilizing a licensed vendor.

The Vessel shall be liable for, and shall defend, indemnify, and hold the Terminal harmless from and against any pollution or response costs, cleanup or remediation costs, or any other costs or expenses so occasioned.

Fumigation is prohibited at the Terminal unless written permission has been issued by the Terminal.

Hot work is prohibited at the Terminal unless written permission has been issued by the Terminal.

Engine Immobilization is prohibited at the Terminal unless written permission has been issued by the Terminal.

Access to any restricted areas at the Terminal is prohibited.

## **2.15 VACATING BERTH; FAILURE TO VACATE; LIQUIDATED DAMAGES**

Unless a longer time is agreed to in writing by the Terminal, each Vessel shall vacate its berth within two (2) hours of the completion of cargo operations or being ordered to vacate the berth by the Terminal.

If a Vessel fails or refuses to vacate its berth within two (2) hours of (i) the completion of cargo operations or (ii) being ordered to vacate by the Terminal, the Terminal shall be entitled to charge and recover as liquidated damages from the Vessel and/or User, the sum of \$5,000.00 per hour for each hour or fraction thereof commencing two (2) hours after the completion of cargo operations or after being ordered to vacate by the Terminal, until the Vessel leaves the berth, regardless of any intervening circumstances of any nature. Additionally, the Vessel shall be liable for all costs and expenses associated with the movement of the Vessel by the Terminal, including but not limited to attorney's fees and legal costs.

## **2.16 WEATHER CONDITIONS**

If, in the sole discretion of the Terminal, the weather or other river conditions so warrant, any Vessel currently berthed at the Terminal may be ordered to vacate said berth and anchor in an approved anchorage area until such time as the weather or river conditions permit the Vessel to safely return to the berth. Appropriate officers and crew shall be maintained aboard the Vessel for this purpose.

# **SECTION 3 – BARGE OPERATIONS**

## **3.1 MOORING OF BARGES**

User shall obtain the prior approval of the Terminal before its barges may enter the Terminal's berths. Any User delivering Barges to the Terminal shall be responsible for mooring the Barges in locations as directed by instructions given by the Terminal and in accordance with these Rules and Regulations and any other rules or regulations of the Terminal; the laws, regulations, and requirements of the United States Coast Guard.

User warrants and agrees that all Barges that User delivers to the Terminal have been inspected. The inspection shall include:

- a. Check for water in all voids, including wing tanks, bow, and stern compartments.
- b. Inspect above water areas for signs of recent and/or major damage.

- c. Inspect grain doors on covered barges to ensure that they are in the closed position.
- d. Inspect deck fittings to ensure all are present.
- e. Observe draft and trim of loaded barge(s) to determine that barge(s) are safe; and
- f. Inspect all deck areas and walkways for cargo or other debris that may impede the safety of personnel.

The Terminal reserves the right to inspect all Barges at any time, and to reject any Barge that does not pass the inspection.

Any Barges arriving at the Terminal without lines, wire, stationary rigging or navigational lighting meeting minimum safety standards may not be accepted by the Terminal until such time as the proper equipment is furnished. Upon arrival or departure from the Terminal, all line-haul towing vessels are required to contact the Terminal. The Terminal or its designated representative shall have the right, although not the obligation, to determine if the Barges have been properly secured by the towing vessel.

### **3.2 LOOSE OR UNSECURED CARGO OR EQUIPMENT ON DECK**

User acknowledges that any Barge arriving at the Terminal with loose cargo on its deck may constitute a hazardous and unsafe condition. User agrees that if it is aware or is otherwise notified of any such condition, User shall be responsible to clean and remove any such product that renders the deck of any such Barge hazardous to the safety of any person. Should User fail to promptly clean and remove the product from the deck of any such Barge, the Terminal reserves the right, but not the obligation, to clean and remove the product from the Barge's deck, which service will be solely for the account of the User. Alternatively, the Terminal may reject the Barge and refuse to accept it at the Terminal.

User shall be solely responsible for all required inspections for cleanliness and compliance with all local, state, and federal laws and regulations relative to the fitness of the Barge. All run-off reporting and other environmental compliance and reporting shall be the User's sole responsibility. Any EPA, regulatory, or court-imposed fines levied against the Terminal as a result of the User's non-compliance or failure to report, or any other deficiencies with respect to the Barge, shall be for the User's account.

### **3.3 BARGES**

Barges at the Terminal shall be charged for the service by the Terminal at the rate set forth in the Appendices to these Rules and Regulations.

Barges may be required to vacate the berth within 72-hours' notice, or shorter time should extenuating circumstances in the form of river or weather conditions arise.

### **3.4 CARGO BARGE – BARGE DISCHARGING OR LOADING**

Barges at the Terminal to load or discharge cargo arriving and departing directly from a Vessel or wharf shall be considered a cargo barge.

### **3.5 CARGO BARGE – ACCEPTANCE AND RELEASE**



Once loading or unloading of a Barge has been completed, as determined by the Terminal, the Barge must be picked up within two (2) hours of the Terminal's transmittal of notice that cargo operations have been completed or, at the User's request.

In the event that a Barge is not removed within the time limit specified, the Terminal may, at its sole election, arrange either to have the Barge shifted to a commercial barge fleet at the sole risk and expense of the User.

Unless governed by separate agreement, the Terminal will not be responsible for any additional cleaning or securing (hoppers or decks) charges that may be incurred after a Barge has been released in accordance with this Section.

## **SECTION 4 – TRUCK OPERATIONS**

### **4.1 APPROVAL TO PROVIDE SERVICES**

Any User desiring to provide transportation, land-based shipping, or other related services at the Terminal must obtain prior written approval from the Terminal to perform such services prior to entering the Terminal.

It shall be the responsibility of User to contact the Terminal to obtain such approval and to provide any documentation, upon request from the Terminal including but not limited to proof of insurance satisfactory to the Terminal.

### **4.2 TRUCK LOADING AND UNLOADING**

The rules and regulations governing the loading and unloading of commercial vehicles is set forth in Appendix "D" hereto.

### **4.3 TRUCK WARRANTIES**

User warrants that any trucks under its ownership, operation, contract, and/or control to which the Terminal provides services, including any such truck's equipment, gear, or machinery, will be compliant with all applicable laws, regulations, and rules, and that the Terminal and its employees, agents, and subcontractors, will have safe access to perform the required services. User will take appropriate steps, including providing instruction, to ensure that the drivers and/or operators of such trucks or railcars will observe any rules and regulations applicable to access to and use of the Terminal at all times while present at the Terminal or otherwise on the premises.

## **SECTION 5 – RAILCAR OPERATIONS**

### **5.1 RAILCARS**

Railcars received by the Terminal shall be delivered in good working condition in all respects suitable for loading or unloading.

Railcars that are found to be damaged, containing previous cargo, or otherwise unsuitable for loading

shall be rejected by the Terminal; however, rail inspection and handling charges shall still apply as set forth in the Appendices attached hereto.

## 5.2 PROHIBITED ARTICLES

The following described articles will NOT be handled unless a special agreement which includes the expressed written consent of the Terminal is in place:

- 48 Series STCC Code (48-XXX-XX) All TIH/PIH
- Acid, in carboys Dynamite
- Explosives (except small arms, primers, toy caps, and all fireworks other than spit devils)
- Nitro Glycerin
- Nitrocellulose Picrates
- Powder, Common Black of Smokeless Vinyl Chloride Monomer

## 5.3 SWITCHING SERVICE

Regular switching operations 24 hours per day, 7 days a week, excluding Holidays.

# SECTION 6 - DEFINITIONS AND ABBREVIATIONS

***“Agent or Vessel Agent”*** The party or entity which submits the application for berth.

***“Day”*** A consecutive 24-hour period or fraction thereof.

***“Dockage”*** A charge assessed against a vessel or barge for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

***“Free Time”*** The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

***“Freight Handlers/Stevedores”*** Those loading and unloading within the Terminal including Watco and any other licensed freight handlers.

***“Handling”*** The service of physically moving cargo between point of rest and any place in the Terminal, other than the end of ship’s tackle.

***“Holidays”*** As applied within this tariff, the term “holidays” may include the following named days:  
New Year’s Day Good Friday Memorial Day Independence Day Labor Day Thanksgiving  
Day Christmas Day

Holidays falling on Sunday will normally be observed the following Monday.

***“Liner Service”*** Vessels making regularly scheduled calls as determined by the Terminal Dock Operations Manager for the receipt and delivery of cargo and passengers at this port.

***“Loading & Unloading”*** The service of loading or unloading cargo between any place in the Terminal and railroad cars, trucks, or any other means of land conveyance to or from the Terminal.

**“Marginal Tracks”** Railroad tracks on the wharf apron within reach of ship’s tackle.

**“Navigation District or Port Authority”** Reference herein to the “District” or “Navigation District” or “Harris County-Houston Ship Channel Navigation District” or “Port Authority” means the Port of Houston Authority.

**“Pallet”** The term “pallet” when applicable in this tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with forklift trucks and without damage to the cargo.

**“Point of Rest”** The area of the Terminal 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 of the Terminal which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

**“Shed and/or Wharf Use Hire”** A charge assessed against a vessel for loading or discharging cargo and utilizing either a wharf shed or sheds and/or wharf for loading or discharging 100 tons or more of such cargo.

**“Shipside”** The location of cargo within reach of ship’s tackle or in berth space, in accordance with the customs and practices of this port.

**“Terminal”** means the Watco Greens Port Industrial Park, and, where the context or reference so requires, the owners and operator of the Terminal.

**“Terminal Charges”** A charge applying to all cargo moving across or within the Terminal.

**“Terminal Dock Operations Manager”** The individual designated to manage all activities at the Terminal.

**“Terminal Storage”** The service of providing warehouse or other terminal facilities for the staging of inbound or outbound cargo in transit after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, opened or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.

**“Transshipped Cargo”** Cargo landed from a vessel and reloaded on a vessel without being removed from the wharves.

**“Ton”** A unit of weight of 2,000 pounds or, for commodities designated as weight or measure, one (1) cubic meter, whichever tonnage value produces the greater revenue for commodities rated as weight or measure commodities.

**“Unitized”** The term “unitized” when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed or conditioned to permit free access of forklift tines, so as not to require additional labor in handling.

**“User”** A user of the Terminal or its affiliates shall include, without limitation, any vessel or person using Terminal properties, facilities, or equipment, or to whom or for whom any service, work, or labor

is furnished, performed, done, or made available by the Terminal, or any person owning or having custody of cargo moving over such facilities.

**“Vessel”** Includes within its meaning every description of watercraft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner and/or operator thereof.

**“Wharf”** Any wharf, pier, quay, landing, or other stationary structure to which a vessel may make fast, or which may be utilized in the transit or handling of cargo or passengers and shall include other areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo at the Terminal.

**“Wharfage”** A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

**“Wharf Demurrage”** 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.

**APPENDIX A – SERVICE RATES AND FEES**



Watco Greens Port Industrial Park Summary of Dock Tariff #1 Rates and Fees <sup>1</sup> Effective January 1, 2022			
		2022 Rate	Unit of Measure
<b>Wharfage</b>	(1a) All General Cargo Commodities, N.O.S	\$3.68	Short Ton
	(1b) All commodities, not otherwise specified in bulk through pipeline, including to or from Vessels moored on offshore side	\$1.46	Short Ton
	(2) Aircraft and Aircraft Parts	\$7.11	Short Ton
	(3) Aluminum	\$2.89	Short Ton
	(4) Brass	\$3.68	Short Ton
	(5) Buildings	\$3.68	Short Ton
	(6) Carbon Black	\$3.68	Short Ton
	(7) Cement	\$1.98	Short Ton
	(8) Chemicals	\$3.68	Short Ton
	(9) Cocoa Bean	\$3.19	Short Ton
	(10) Coffee	\$3.19	Short Ton
	(11) Container (GWT)	\$3.68	Short Ton
	(12) Copper	\$3.68	Short Ton
	(13) Furniture	\$3.68	Short Ton
	(14) Fruits (Citrus)	\$2.91	Short Ton
	(15) Fruits, Fresh	\$2.91	Short Ton
	(16) Glass	\$3.68	Short Ton
	(17) Household Goods	\$3.68	Short Ton
	(18) Iron and Steel	\$2.42	Short Ton
	Slabs	\$1.72	Short Ton
	Iron and Steel less than 1500 MT	\$3.68	Short Ton
	(19) Nuts, Bolts, Washers	\$3.59	Short Ton
	(20) Paper, kraft, wrapping, pulpboard	\$2.93	Short Ton
	(21) Paper, printing and newspaper	\$2.93	Short Ton
	(22) Petroleum in truck deliveries	\$3.68	Short Ton
(23) Pipe and couplings, cement	\$3.68	Short Ton	
(24) Pipe and tubes, fiberglass	\$3.68	Short Ton	
(25) Rails, railway, and fittings	\$3.68	Short Ton	

<sup>1</sup> User is referred to additional rates/fees as detailed in Appendices made a part of these Rules and Regulations.

	(26) Refrigerated commodities	\$3.59	Short Ton
	(27) Rice and rice products	\$3.68	Short Ton
	(28) Tires and tubes	\$3.59	Short Ton
	(29) Vehicles, Machinery (self propelled), Automobiles, Trucks, Trailers, utility Vehicles, Military Ordinance Vehicles, Agricultural Machinery (Tractors, Combines, etc.)	\$7.16	Short Ton
	Knock Down Or Vehicle Parts	\$5.68	Short Ton
	(30) Wind power equip	\$3.33	Short Ton
	(whichever is greater)	\$1.81	Cubic Meter
	Bulk	\$1.78	Short Ton
	Barge Dock Steel (Domestic Only)	\$1.77	Short Ton
	<b>Dockage</b>	GRT (Gross Registered Tonnage)	\$0.516
LOA (Length Overall)			
0 - 199		\$2.85	Per ft per day
200 - 399		\$3.75	Per ft per day
400 - 499		\$5.10	Per ft per day
500 - 599		\$6.86	Per ft per day
600 - 699		\$7.97	Per ft per day
700 - 799		\$10.11	Per ft per day
800 - 899		\$12.16	Per ft per day
900 - Over		\$14.57	Per ft per day
Cargo less than 500 tons		\$304.84	per vessel flat rate
Cargo in excess of 500 tons	\$416.01	per vessel flat rate	

<b>Berth Cleaning Fee</b>	Cargo less than 500 tons	\$304.84	per vessel flat rate
	Cargo in excess of 500 tons	\$416.01	per vessel flat rate

<b>Security Fees</b>	Break Bulk/Empty Container	\$0.2019	per ton
	Bulk	\$0.0456	per ton
	Containers	\$3.90	per loaded container
	Vehicles	\$1.12	per unit
	Passengers	\$1.12	per unit
	Vessel Fee	8.75%	% of Dockage
<b>Terminal Charge</b>	For Vehicles to be loaded	\$4.12	per vehicle
<b>Charge For Water</b>		\$573.92	per vessel flat rate
<b>Wharf Demurrage</b>	First 7 days past free time	\$0.33	per ton

	Days 8 to 21	\$0.42	per ton
	Days 21 until removed	\$0.68	per ton
	Wind Power - CM or ST whichever higher	\$0.077	per cubic meter
	Wind Power - CM or ST whichever higher	\$0.62	per ton
	20' container	\$3.67	per day
	40' container	\$7.34	per day
<b>Vessel Bunker Fuel</b>		\$0.35	per metric ton

### Additional Charges/Computation

#### 1) DOCKAGE RATES ON VESSELS

- a. Dockage shall be charged on the overall length of the vessel or barge as shown in the current issue of Lloyd's Register of Shipping. If length is not shown in Lloyd's Register, the Ship's Certificate of Register showing length will be accepted. However, Terminal reserves, without question, the right to measure any vessel when deemed by it to be necessary and to use such measurements as the basis of the charge. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the after most part of the stern of the vessel, measured as parallel to the base line of the vessel.
- b. Dockage on all vessels, except bulk vessels as outlined below, will be determined by multiplying the Length Overall (LOA) in feet, by the rate in cents per foot, to establish the dockage charge per 24-hour day.
- c. After the first period of twenty-four hours, any period of berth occupancy of twelve hours or less will be billed at one-half of that day's rate.
- d. Dockage assessment for the third twenty-four hour period will be discounted at ten percent, fourth twenty-four hour period will be discounted at twenty-five percent, fifth twenty-four hour period will be discounted at forty percent, sixth and succeeding twenty-four hour periods of uninterrupted berth occupancy will be discounted at fifty percent of applicable rates set out above. All discounts are subject to Terminal established daily (24hr period) discharge rates.
- e. Vessels will be allowed to dock without charge from 1800 hours to 0600 hours. However, if vessel cargo operations begin before 0600 hours, then normal dockage charges will apply starting at the docking time. If no vessel cargo operations begin before 0600 hours, then dockage charges will begin at 0600 hours.
- f. Bulk cargo vessels shall be charged on the gross registered tonnage as shown in the Lloyd's Register at the rate of \$0.516 per gross registered ton per twenty-four (24) hour day. Additional days will conform to c. and d. above.
- g. Layberth Charges: In the case a vessel requests to stay at the berth after completion of cargo, dockage will be assessed at a rate of full day's dockage starting two hours after the completion of

cargo operations for any portion less than 24 hours. Layberth charges will be assessed at full day's rate for every full or partial day at the berth. *No discounts will be applied for layberth periods.*

2) CHARGE FOR WATER

Water will be supplied to vessels through hoses and connectors provided by the vessel.

3) SHED AND/OR WHARF USE HIRE

Vessels will be assessed a shed and/or wharf use hire charge for loading or discharging cargo and utilizing wharf or sheds where 100 tons or more of cargo is placed on the wharf, at any time, during loading or discharge operations.

Barges utilizing berths will not be assessed a shed and/or wharf use hire charge.

- a. The one time use charge is equivalent to the first day's dockage of this Appendix per vessel call.

4) CHARGE FOR CLEANING OF BERTH

- a. Charge: A charge of \$416.01 will be assessed each vessel loading and/or discharging 501 tons or more of cargo on, to or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, on open wharves and in transfer of cargo across, from or to wharf apron.
- b. A charge of \$304.84 will be assessed each vessel loading and/or discharging 500 tons or less of cargo on, to or across wharves for the cleaning of berth assignments, including space utilized in transit sheds, on open wharves and in transfer of cargo across, from or to wharf apron.
- c. Excessive or Unusual Cleaning When cleaning required to restore vessel assignment to normal condition exceeds that cleaning which would usually attend to the cargo loaded or discharged, an excessive cleaning charge may be assessed at the discretion of the Terminal.

5) SPECIAL SERVICE

a. REFRIGERATED CONTAINERS

Available only upon request, and at rates to be agreed upon in advance.

b. OFFSITE STORAGE

Storage offsite of the Terminal is available upon request, at rates to be agreed upon.

- c. Any labor or material required for special services not covered in this Appendix shall be provided at actual cost plus twenty percent (20%), or flat rate prices will be quoted by the party providing services.

6) TERMINAL CHARGE FOR VEHICLES

- a. A charge of \$4.12 each applies to automobiles, trucks and utility vehicles, in addition to wharfage and such other charges as may accrue under the terms of this Appendix.



- b. This charge will not be applied to a shipment of one individually and privately-owned vehicle only.
- c. The minimum charge for more than one vehicle will be \$35.63.

7) FREE TIME AND WHARF DEMURRAGE CHARGES

a. Computation.

- i. Saturdays, Sundays and holidays will not be excluded in computation of free time and wharf demurrage charges.
- ii. Any fractional part of twenty-four (24) hours will be counted as one day.
- iii. Any fractional part of one ton (2,000 lbs.) will be computed as one ton.
- iv. On Inbound cargo, free time commences the following day after vessel completes discharge. Wharf demurrage charges start after expiration of free time period and terminating the day next day preceding removal of cargo from wharves or premises.
- v. On Outbound cargo, free time commences after cargo is unloaded and placed on wharves or premises. Wharf demurrage charges start after expiration of free time period, terminating the day next preceding commencement of loading of vessel to which cargo is assigned and subsequently loaded. Cargo remaining on wharves or premises after sailing of vessel to which assigned will be subject to computation of free time and wharf demurrage charges from initial placement on such wharves or premises, and wharf demurrage charges together with all other related charges accrued against such remaining cargo may be charged to the cargo until the day next preceding its removal from wharves or premises.

b. Transshipped Cargo: When cargo landed from vessel is reloaded on a vessel without being removed from the wharf area the free time commences on the day the vessel completes discharge. Wharf demurrage charges apply after expiration of free time period, terminating day next preceding commencement of loading to vessel to which cargo is assigned and subsequently loaded.

c. Assessment of Charges:

- i. Wharf demurrage charges will be calculated for the period property remains at the Terminal.
- ii. On cargo remaining in or at the Terminal in excess of free days, charges will be invoiced by individual bill of lading lots and will be billed at end of calendar month, or more frequently, if deemed desirable.
- iii. Minimum invoice charge shall be \$50.00

d. Free Time:

- i. Inbound General Cargo: 30 days after cargo is discharged from vessel; outside storage only. Users must make prior arrangement for inside storage, which is available only upon request and subject to availability, at rates to be provided upon request.
- ii. Wind power equipment – 30 days free time.

- iii. Containers – 15 days free time.
  - iv. Cargo unstuffed from containers which is not transported via vessel and break-bulk cargo not assigned to a vessel - 7 days free time.
  - v. Outbound Cargo: 30 days after cargo is unloaded at the terminal. Cargo stuffed into containers which are not transported via vessel from the terminal - a break bulk cargo not assigned to a vessel - 2 days free time. Wind power equipment – 30 days free time.
  - vi. Transshipped Cargo: 15 days commencing the day the vessel completes discharge.
  - vii. Additional Time: The Terminal's Dock Operations Manager may extend additional free time on an exception basis at Dock Operations Manager's sole discretion.
- e. Charges: Cargo remaining on dock premises, with the exception of wind power equipment, after expiration of free time period will be assessed wharf demurrage at graduated per-day rates of (cents per ton):
- i. Thirty-three cents (33 cts) for initial demurrage day and for each succeeding day within a seven- day period.
  - ii. Forty-two cents (42 cts) for 8th demurrage day and for each day through 20th demurrage day.
  - iii. Sixty-eight cents (68 cts) for 21st demurrage day and for each day thereafter until cargo is removed.
  - iv. Wind power equipment will be charged on a weight or measure basis whichever is greater. Weight basis will be at \$0.68 per short ton after 30 days. The measure basis will be \$0.080 per cubic meter per day.
  - v. Loaded Import and Export Containers – After expiration of free time any container that is 20' in length will be charged \$3.67 per day. Any Shipper Owned Container that is 40' in length or greater will be charged \$7.34 per day.
  - vi. Empty Shipper Owned Containers – After Expiration of free time, any empty Shipper Owned Container that is 20' in length will be charged \$3.56 per day. Any Shipper Owned Container that is 40' in length or greater will be charged \$7.13 per day.
- f. Hazardous and Harmful Cargos – All hazardous cargos, general and containerized, and other cargos classified as harmful as described in their Material Safety Data Sheet, will be assessed one and a half of the regular applicable wharf demurrage rate.
- g. Fire or Water Damaged Cargo – Wharf demurrage rates, rules and regulations set forth in the Tariff will apply, except that after expiration of the first seven -day period:
- i. The daily rate per ton of general for all subsequent days shall be double the daily rate per ton for each day of that first seven-day period.

- ii. The daily rate per day for containers for all subsequent days shall be double the daily rate per day for each day of that first seven-day period.

8) WHARFAGE

- a. Cargo shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected whether or not eventually loaded on a vessel.

## APPENDIX B – DOCK INFORMATION



Terminal Details		
	Berth #3	Berth #4
Terminal Name	Watco Greens Port Industrial Park Terminal	
Terminal Owner	Watco Dock & Rail, LLC	
Terminal Operator	Watco Transloading, LLC	
Latitude and Longitude of Terminal	29.746948, -95.184678	29.747134, -95.182039

Terminal First Point of Contact	
Name	Ken Burns
Role	Dock Operations Manager
Mobile Number	713-875-6447
Email	<a href="mailto:gpidocktraffic@watco.com">gpidocktraffic@watco.com</a>
Website	<a href="http://www.watco.com">www.watco.com</a>

General Information		
Berth Name	Greens Port Ship Dock #3	Greens Port Ship Dock #4
Berth Operator	Watco	Watco
Berth Type	Wharf	Wharf
Firms Code	U019	U019

Transit Restrictions		
Water Depth	39'	39'
Maximum Draft on Approaches	39'	39'
Transit on Tide	N/A	N/A
Minimum vertical clearance	175' (Fred Hartman Bridge)	175' (Fred Hartman Bridge)

Alongside Restrictions		
Water Depth	39'	39'
Last Hydrographic Survey Date	January 2020	January 2020
Water Density	Brackish	Brackish
Type of Bottom	Mud	Mud
Maximum LOA allowed	750' (228 Meter)	750' (228 Meter)
Max Beam	122' (37.18 Meter)	122' (37.18 Meter)
Air Draft Restrictions	None at berth	None at Berth
Bunkers Available?	Barge or Truck	Barge or Truck
Is Freshwater Available	Yes	Yes
Garbage Reception	Yes, with coordination via agent.	Yes, with coordination via agent.

Terminal Details		
	Docks # 6 and 7	Dock #8
Terminal Name	Watco Greens Port Industrial Park	
Terminal Owner	Watco Dock & Rail, III LLC.	
Terminal Operator	Watco Transloading, LLC	
Latitude and Longitude of Terminal	29.747703, -95.176942	29.748311, -95.173197

Terminal First Point of Contact	
Name	Ken Burns
Role	Dock Operations Manager
Mobile Number	713-875-6447
Email	<a href="mailto:gpipdocktraffic@watco.com">gpipdocktraffic@watco.com</a>
Website	<a href="http://www.watco.com">www.watco.com</a>

General Information		
Berth Name	Docks # 6 and 7	Dock #8
Berth Operator	Watco	Watco
Berth Type	Wharf	Wharf
Firms Code	S878	S878

Transit Restrictions		
Water Depth	28'	32'
Maximum Draft on Approaches	28'	32'
Transit on Tide	N/A	N/A
Minimum vertical clearance	175' (Fred Hartman Bridge)	175' (Fred Hartman Bridge)

Alongside Restrictions		
Water Depth	28'	32'
Last Hydrographic Survey Date	N/A	N/A
Predicted Siltation	1 ft per year	1 ft per year
Water Density	Brackish	Brackish
Type of Bottom	Mud	Mud
Maximum LOA allowed	1,065' Combined East and West	600'
Max Beam	110'	105'
Air Draft Restrictions	None at berth	None at Berth
Bunkers Available?	Barge or Truck	Barge or Truck
Is Freshwater Available?	Yes	Yes
Garbage Reception	Yes, with coordination via agent.	Yes, with coordination via agent.

## APPENDIX C – BARGE INFORMATION



### **Cargo Barges Loading or Unloading at Watco Greens Port Industrial Park (the “Terminal”)**

**Overview:** This document provides information for arranging of cargo loading and unloading via Barges from the Terminal

**Terminal:**

Assign working berth, and time barge to be delivered per the attached barge location layout. Provide one-hour notification to tow provider or shipper that barge is to be released

Coordinate with barge and Customer to maximize the barge discharge efficiently

Handle cargo per agreement or shipper instructions.

Stow cargo per shipper or barge line instructions.

Machine clean barge.

Open, close and shift hatch covers\*

Provide line handling services\*

*\* additional charges may apply*

**Customer:**

Provide to the Terminal via e-mail at [gpipdock@watco.com](mailto:gpipdock@watco.com) with forty-eight (48) hours advance notice prior to the expected arrival of a barge at the Terminal with:

- Barge number and towage provider
- Contacts for tow
- Cargo to be handled
- Stowage plan
- Lashing plan
- Any special instructions

Deliver the Cargo and barge to the Terminal suitable condition to commence work.

Provide the Terminal with a full barge draft survey report or cargo receipt within one business day on completion of cargo.

Barge's continuous readiness twenty-four (24) hours a day, seven (7) days a week to discharge Cargo at Terminal's full normal rate, throughout the entire time in Berth and compliance with the directions of Terminal management. Upon arrival at the Terminal, the Barge shall be ready discharge or receive the Cargo in all respects, weather permitting. All lost time and costs associated due to non-compliance of the same to be for the Customer, the Charterer and/or the Barge's account.

Arrive to the assigned berth at the assigned time\*

Vacate the Berth within two (2) hours of completion of operations

**Miscellaneous:**

Special arrangements may be made for hot work, crane service, repairs, cleaning, shore leave, wastewater disposal with the Terminal.

The Terminal will invoice for all services provided to the barge owner/operator per standard terms and conditions.

All other terms and conditions as per the Terminal's Rules and Regulations.

The Terminal reserves the right, without any responsibility for any loss, damage, or demurrage that may arise, to refuse any Cargo if Cargo is unmerchantable or in an unfit condition for Loading, Unloading, Storage, transfer or handling; or because of the shippers lack of space, trucks, facilities or equipment required for operations.

The Terminal shall not be responsible for any demurrage or other damages for delay or loss of despatch time or any other damages incurred by any barge or Customer or their Cargo for any cause, unless specifically agreed to in a separate written contract entered into between Customer and the Terminal.

The Terminal will not be liable for reimbursement of such demurrage or cost of delays, including consequential damages unless previously agreed to in writing.

## APPENDIX D – TRUCK INFORMATION



**Overview:** This document provides information for arranging of cargo pick up or delivery viatruck from Watco Greens Port Industrial Park (the “Terminal”) 13609 Industrial Road, Houston, TX 77015.

**Terminal Address:** 13609 Industrial Road  
Houston, TX 77015  
713-455-1086  
[GPITappointments@watco.com](mailto:GPITappointments@watco.com) (Appointments)  
[Houstonecustomerservice@watco.com](mailto:Houstonecustomerservice@watco.com) (Terminal Customer Service)  
[Cargoservices@watco.com](mailto:Cargoservices@watco.com) (Vessel Customer Service)

**Hours of Operation:** Yard Loading/Unloading 7:00am – 4:00pm CST, M-F excluding holidays for Non bulk Commodities. Warehouse 25 Bulk Yard Loading/Unloading 7:30-3:30 with lunch between 12-1.  
  
Bulk: Truck must scale and sign in before cut-off time of 3:30pm CST to beloaded, M-F, excluding holidays  
  
Non-Bulk: Truck must scale and sign in before cut-off time of 4:00pm CST to beloaded, M-F, excluding holidays

**PPE/Safety on arrival:** All truck drivers must adhere to the Terminal’s Safety and PPE Policy.  
  
Terminal speed limit 20 MPH. Dock speed limit is 10 MPH. Please always adhere to posted limits.  
  
Required: Reflective Vest, Hard Hat, Steel Toed Boots, and Safety glasses when exiting their truck on terminal premises. No shorts are allowed.  
  
Drivers must have valid ID, and any additional occupant of the truck must have a valid from of ID. If entering the MARSEC area, driver and occupants must present a valid TWIC card or coordinate for TWIC escort, when available.

**Pre-Arrival Requirements:** Your requested pickup/delivery schedule should be emailed to [GPITappointments@watco.com](mailto:GPITappointments@watco.com), or by calling 346.327.8656 or 346.327.8664.  
  
Appointment request must be received NO LATER than 24 hours in advance of requested pick up/delivery. Any updates must be received by 8:00 am CST on the day of pickup/delivery.

Drivers check in at: Regular Flatbed trucks: 1320 Federal Rd. Houston TX 77015; Oversize trucks check in at: 13901 Industrial Rd. Houston TX 77015



Drivers must sign in no earlier than 20 minutes prior to their scheduled appointment time and no later than 15 minutes after scheduled appointment time.

Deliveries and Bulk Inbound/Outbound orders should be requested no later than 48 hours in advance

Any updates must be received by 8:00 am CST on the day of pick up/delivery.

Terminal will confirm acceptable basis volume trucks already scheduled for a given day

Terminal to Provide Pick Up/Delivery number basis above information.

Customer to provide the following when arranging for truck load outs/deliveries:

- Trucking Company
- Type of Truck – Dump, Flatbed or Van

Terminal to provide window arrival times (7:00am to 9:00am / 9:00am to 11:30am/1:00 pm to 3:30pm CST) for truck basis the volume already scheduled for a given day. Trucks are loaded/unloaded basis first come, first loaded in their given arrival window.

### **Truck Arrival Process**

Driver must present Terminal Pick Up/Delivery number to Scale Operator for cargo to be loaded / unloaded. Using their release or DO #, drivers will be processed and issued their shipping document for loading. Drivers must provide the complete release number(s) for requested load.

Driver must present Load/Unload information (Delivery / Origin address/Client name).

Driver will be handed a cargo pass and directions to loading / unloading location.

Driver arrives via the prescribed routing at designated loading/ unloading area.

Driver will provide cargo pass to Terminal Operator and loading/unloading will commence.

### **Truck Departure Process**

#### **Loading trucks:**

Once loaded, driver will inspect / secure load.

Driver is required to sign Bills of Lading.

Driver will placard, hand cargo pass and any other documents to Scale House attendant.

Scale house attendant will provide Truck driver with copies of Bill of Lading, scale receipt and all other pertinent paperwork.

Office to send copy of Bill of Lading to owner of goods by the next business day.

**Unloading trucks:**

Once unloaded Driver MUST return to Terminal Scale House immediately upon completion

Driver will hand cargo pass and any other documents to Scale House attendant.

Terminal to send receipt for goods and storage information to owner of goods by the next business day.

**Additional  
Comments:**

**Rescheduling:**

If unable to accommodate the scheduled loading/unloading slot, we can reschedule with no guarantees but to the best of our abilities.

Please coordinate any overtime needs or rescheduling by contacting the main office at 346-327-8664 / 346-327-8656 or [GPITappointments@watco.com](mailto:GPITappointments@watco.com)

## APPENDIX E - RAIL INFORMATION



### Rail Switching and Miscellaneous Information Sheet

**Overview:** This document provides information for arranging of cargo loading and unloading viaRail from Watco Greens Port Industrial Park (the “Terminal”)

**Terminal Address:** 1755 Federal Road  
Houston, TX 77015  
(713) 455-1086

(CIF): 078737866-0000

**Hours of Operation:** Terminal will perform regular switching operations 24 hours per day, 7 days a week, excluding Holidays

**Requirements:**

Email rail car orders / information to: [gpiptransups@watco.com](mailto:gpiptransups@watco.com)

In performing the loading and unloading services, the Terminal shall be acting as the representative of the Shipper, consignor, or consignee of the cargo spot on arrival. Inbound cars will not be held or stored in rail yards or other controlled trackage. Railcars will be placed in order of arrival and empties will be pulled in order of placement on the track

Whenever the Terminal has ordered or approved the placement of railcars and the cars are actually or constructively placed in accordance with the order or approval, they shall be responsible to the consignor or consignee of the cargo for any railcar demurrage accruing by reason of failure to load, unload, or use and properly and timely release such cars, or by reason of failure to timely notify the switching carrier of the unsuitability of particular railcars.

The Terminal shall have no responsibility for any failure to so inspect commodities or Railcars, and User bears all responsibility for additional charges, costs or liabilities of any nature related to the Terminal’s acceptance or rejection of problematic Railcars or non-conforming commodities.

**Other:**

Rates and charges subject to Watco Greens Port Industrial Park Local Freight Tariff GPIP 100-D, or most current update, available for download at [www.watco.com](http://www.watco.com) or available upon request.

Watco Greens Port Industrial Park is not a railroad. There are no interline or reciprocal switch agreements in place between the Terminal and the Port Terminal Railroad Association ("PTRA") or any Class I railroad. All Users are responsible for all PTRA Tariffs in addition to those published herein.

Any movement charges assessed by the Class 1 railroads or PTRA (individually, "Railroad"; collectively, the "Railroads") to and from the Terminal shall be the responsibility of User. All billing necessary for Railroad handling shall be prepared by User. Any charges due to User's failure to provide timely billing shall be the responsibility of User in matters dealing with the Railroads. User shall not bill out Railcars or locomotives with Watco as the consignee, consignor or shipper, and User shall use its best efforts to ensure that the Railroad does not in any way list Watco as the consignee, consignor or shipper.

The Terminal MUST BE the In Care of Party on all Rail Shipping information.

User shall provide EDI billing to the appropriate Class 1 carrier (routing PTRA/Houston/Class 1 carrier). User shall generate a request for release to GPIP, including instructions, if any, for making up a Burlington Northern ("BN") or Union Pacific ("UP") block for the PTRA. GPIP shall deliver outbound Railcars to the Class-1 carrier as specified.

## **Rail Operations:**

### Outbound Switching.

Railcars ordered by or before 1200 on Day 1 for delivery to PTRA outbound tracks from the Terminal storage tracks shall be selected and placed for outbound activity by 1500 on the following day (Day 2) and shall be charged in accordance with Section 3. Railcars ordered after 1200 on Day 1 for delivery to PTRA outbound tracks from the Terminal storage tracks shall be, at the Terminal's discretion, selected and placed for outbound activity the following day (Day 2) and shall be charged an additional fee of \$85.00 per Railcar in addition to those charges specified herein.

### Receiving Inbound Shipments.

Railcars placed on designated entry tracks of the Terminal shall be received into the Terminal at the inbound delivery point and electronically recorded into inventory by the Terminal. User shall provide a copy of each Railcar's shipping manifest to the Terminal at least five (5) days in advance of the arrival of such Railcar, and shall provide daily notices to the Terminal of each Railcar's estimated time of arrival at the Terminal.

The Terminal, subject to space availability, reserves the right to limit the number of railcars, which can be spotted at our facilities on any given day and/or any given period of time. In such cases where either shed and/or open

space may be limited, the Terminal will so advise Vessel, Agent, Carrier and/or Shipper as to actual number of railcars which can be spotted on a daily basis.

Railcars arriving at the Terminal without shipper making cargo or having reserved space shall be rejected by the Terminal. In addition, inspection, storage or switching fees may apply.

APPENDIX F – TERMINAL MAPS

