

Section One

SUBJECT: RULES AND REGULATIONS

- furnished to Industrial Terminals L.P.'s Billing Department within twenty days from date of invoice or else interest charges will apply.
- (3) Inbound Cargo-Wharf Demurrage Charges will be assessed to the owner of the cargo or his authorized agent, to whom invoice will be sent.
 - (4) Outbound Cargo- Wharf Demurrage Charges will be assessed to the cargo owner or authorized agent, except on cargo cut back or held on the wharves for convenience of vessel's owner or agent, the charges will be assessed to the vessel or its owners or agent. In the case of cargo on which wharf demurrage has accrued, the wharf demurrage charges will be assessed to the loading vessel or its owners or agents unless a release has been secured from Industrial Terminals L.P. prior to the loading of the cargo. In the case of cargo remaining on wharves or premises after sailing of vessel, the owner or agent of such vessel shall immediately provide Industrial Terminals L.P. an itemized list of such cargo not lifted by vessel. Wharf demurrage charges will continue to apply until cargo is removed from the premises.
 - (5) 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.
 - (6) In no case will Industrial Terminals L.P. invoice, or otherwise assume responsibility for collection of charges assessed by a transportation agency or steamship company.
 - (7) Except as above provided, the User shall be liable for charges as provided in Section Two, Section Three and other provisions of the tariff and invoice will be sent to such User.
 - (8) Steamship lines terminating a service to Industrial Terminals L.P. must make arrangements to satisfy all accrued charges for that line's account, including estimated charges for last vessel call, prior to arrival of the last vessel.

SUBRULE 4: LEGAL RESPONSIBILITIES**A Responsibility for Loss of and Damage to Cargo:**

- (1) Except for damage or injury caused by negligence of Industrial Terminals L.P., Industrial Terminals L.P. shall not be responsible for injury to or loss of any freight being loaded or unloaded at the public wharves nor for any delay to same; nor for injury to or loss of freight on its wharves or in its sheds by fire, leakage, or discharge of water from fire protection sprinkler system; collapse of building, shed platforms, wharves; subsidence of floors or foundations; breakage of pipes; nor for loss or injury caused by rats, mice, moths, weevils or other animals or insects, frost, or the elements; nor shall it be liable for any delay, loss or damage arising from combinations of strikes, tumult, insurrection, or acts of God; nor from any of the consequences of any of these contingencies.
 - (2) Persons and vessels responsible for damage to the property of Industrial Terminals L.P. shall be liable for the expense of replacement or repair of the property destroyed or damaged.
-