

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page TITLE PAGE
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page TITLE PAGE
TITLE PAGE	CORR: 0	Issued: 21Jul2020

# TITLE PAGE

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YUSEN TERMINALS LLC  
PORT OF LOS ANGELES, BERTH 212-223  
701 NEW DOCK STREET, 4TH FLOOR  
TERMINAL ISLAND, CA 90731  
TEL: 310-548-8000 / FAX: 310-548-8290

FMC TARIFF NO. T-1

## NAMING

RULES, REGULATIONS AND RATES  
GOVERNING  
MARINE TERMINAL SERVICES, INCLUDING  
DOCKAGE, FREE TIME, WHARF DEMURRAGE, TERMINAL TRANSFER,  
EXTRA LABOR, CONTAINERS, TRANSIT STORAGE, USAGE, WHARFAGE  
AND GENERAL RULES AND REGULATIONS

This rate schedule is published pursuant to section 8 (f) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the regulations of the Federal Maritime Commission (Title 46 Code of Federal Regulations Part 525).

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YUSEN TERMINALS LLC IS A MARINE TERMINAL OPERATOR REGISTERED WITH THE US FEDERAL MARITIME COMMISSION UNDER FMC ORGANIZATION NO. 016139.  
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FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS SEE RULE 1-010  
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## NOTICE TO TARIFF USERS

THIS TARIFF IS COMPILED TO REFLECT CARRIER'S TARIFF AS PUBLISHED IN COMPLIANCE WITH THE REGULATIONS OF THE U.S. FEDERAL MARITIME COMMISSION. THE OFFICIAL TARIFF FILING IS THAT CONTAINED IN THE INTERNET WEB SITE OF DISTRIBUTION-PUBLICATIONS, INC. LOCATED AT WWW.DPIUSA.COM

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YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 1
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 1
CHECK SHEET	CORR: 0	Issued: 21Jul2020

Changes will be made by the reissue of affected pages. Revised pages will bear a correction number at the top of the page. To ensure that all changes have been received, the correction number should be checked off on receipt of the check sheet.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 104,001
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,001
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 21Jul2020

TARIFF ORIGIN SCOPE

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LOS ANGELES, CA, USA, 90001-230

TARIFF DESTINATION SCOPE

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LOS ANGELES, CA, USA, 90001-230

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,001
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,001
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 1: DEFINITIONS

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

DEFINITION OF TERMS

- (a) "CITY" means the City of Los Angeles, California, USA.
- (b) "YTI" means YUSEN TERMINALS LLC and encompasses Port of Los Angeles berths 212 through 225, with a physical address of 701 New Dock Street, Los Angeles, CA 90731.
- (c) "TERMINAL MANAGER" means the Terminal Manager of Yusen Terminals and shall also include his duly authorized agent or representative.
- (d) "PRIVATE PREMISES" means and includes all premises, wharves, landings, slips, docks, basins or areas other than municipal.
- (e) "PORT OF LOS ANGELES" means all the navigable waters within the City of Los Angeles included within, or northerly of, the Los Angeles Harbor Breakwater and the easterly prolongation thereof in a straight line to its intersection with the easterly boundary line of the City of Los Angeles are herein designated and referred to as the "Port of Los Angeles" or "Los Angeles Harbor."
- (f) "TERMINAL USER" means any person or entity, including but not limited to, vessel operator, vessel owner, container owner, lessor or lessee, chassis owner, lessor, or lessee, utilizing YTI's facility, and services provided thereon or thereat or both.
- (g) "VESSEL" or "VESSELS" means any vessel, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to "VESSEL" or "VESSELS" in this tariff shall include, without exception, her owner, charterer, and agent.
- (h) "MERCHANDISE" includes but is not limited to commodities, goods, wares, freight, liquids, articles and materials of every kind whatsoever, including bulk materials, cargo containers when empty, live animals, vessel's stores and supplies.
- (i) "CONTAINER" means a cargo carrying unit usually measuring from 20 feet to 45 feet in length by 8 feet in width and 8 or more feet in height or a platform 20 feet to 45 feet in length by 8 feet in width, designed for the purpose of direct transfer of the unit and its contents to and from sea going vessels. The unit may also be a tank for liquids mounted on a platform, a bin or a bolster used for similar purpose.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,002
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,002
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 1: DEFINITIONS (Continued)

(j) "CHASSIS" means vehicle designed and built to carry containers or platforms with means for transport tractor coupling.

(k) The term "LEGAL HOLIDAY" shall mean and include the following named holidays:

- (1) New Years Eve, December 31st- Limited
- (2) New Years Day, January 1st- Terminal is Closed
- (3) Martin Luther King's Birthday, the third Monday in January- Limited
- (4) Lincoln's Birthday, February 12th- Limited
- (5) President Day, the third Monday in February- Limited
- (6) Cesar Chavez' Birthday, March 31st\_ Limited
- (7) Memorial Day, the last Monday in May - Limited
- (8) Independence Day, July 4th-Terminal is Closed
- (9) Bloody Thursday, July 5th- Terminal is Closed
- (10) Harry Bridges Day, July 28th- Limited
- (11) Labor Day, the first Monday in September- Terminal is Closed
- (12) Columbus Day, second Monday in October- Limited
- (13) Veteran's Day, November 11th- Limited
- (14) Thanksgiving Day, the fourth Thursday in November - Terminal Closed
- (15) Christmas Eve, December 24th- Limited
- (16) Christmas Day, December 25th- Terminal is Closed
- (17) Every day proclaimed by the President of the United States or Governor of the State of California to be a legal holiday.

Unless designated as "Closed", a Holiday that is listed as "Limited" will have limited operating hours and or charges for services will be on an overtime basis.

If any of the holidays listed in this item falls upon a Sunday, the Monday following shall be observed as a "LEGAL HOLIDAY".

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,003
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,003
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 1-010: ABBREVIATIONS AND SYMBOLS

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- %..... Percent
- Cu. Ft..... Cubic feet or cubic foot
- E.g..... For example
- Etc..... Et cetera
- Incl..... Inclusive
- Kg(s)..... Kilograms(s)
- KT..... 1000 kilograms
- Lbs..... Pounds
- No..... Number
- N.O.S..... Not otherwise specified
- Para..... Paragraph
- Sec..... Section
- Sq. ft..... Square feet or square foot
- S.U..... Set up
- U.S..... United States
- W/M..... Weight or measurement  
whichever yields the greater  
revenue
- &..... And
- \$..... U.S. dollars
- YTI..... Yusen Terminals LLC

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,004
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,004
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 1-020: UNITS OF WEIGHT AND MEASURE

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International (metric) and U.S. customary units of weights and measure (based on U.S. Department of Commerce, National Bureau of Standards publications) governing the determination of rates and charges assessed under this Tariff are as follows:

1 Kilogram	= 2.2046 Pounds	= 1 Metric Ton
1 Pound	= 0.4536 Kilogram	= 1 Short Ton
1,000 Kilograms	= 2204.6 Pounds	
2,000 Pounds	= 907.1847 Kilograms	
1 Metric Ton	= 1.1023 Short Tons	
1 Short Ton	= 0.9072 Metric Ton	
1 Long Ton	= 2,240 Pounds	
1 Long Ton	= 1,016.0469 Kilograms	
--		
1 Foot	= 0.3048 Meter	
1 Meter	= 3.2808 Feet	
--		
1 Cubic Foot	= 0.0283 Cubic Meter	
1 Cubic Meter	= 35.3147 Cubic Feet	
40 Cubic Feet	= 1.1327 Cubic Meters	
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1 Liter	= 0.2642 Gallon	
1 Gallon	= 3.7854 Liters	
1 Barrel (42 Gallons)	= 158.9873 Liters	

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,005
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,005
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 1-030: MARINE TERMINAL OPERATOR RATE SCHEDULE

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This rate schedule is published pursuant to section 8 (f) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the regulations of the Federal Maritime Commission (Title 46 Code of Federal Regulations Part 525).

The Effective Date of this rate schedule unless otherwise indicated herein is March 1, 2018. There is no expiration date.

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TEL: 310-548-8000  
WEB: www.yti.com

YUSEN TERMINALS LLC - to be referred to as YTI throughout this tariff as per Rule 1-010.



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,006
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,006
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 2: GENERAL RULES AND REGULATIONS

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

See sub-rules

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,007
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,007
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-010: APPLICATION OF RATES, CHARGES AND FEES, AND RULES AND REGULA

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Other than as provided in this Tariff, all rules and regulations set forth in the Port of Los Angeles Tariff No. 4 or its successor, as found on the Port of Los Angeles's website at ([https://www.portoflosangeles.org/finance/tariff\\_4.asp](https://www.portoflosangeles.org/finance/tariff_4.asp)) shall apply.

Where no fully executed agreement exists between a party and YUSEN TERMINALS LLC, or for agreements that do not address specific rules, regulations, rates, charges, and/or fees contained herein, provisions of this Tariff shall apply.

Use of the wharves, other facilities, or property under the jurisdiction of YUSEN TERMINALS LLC shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, charterers and agents, or other users to pay all applicable charges and abide by all rules and regulations of YUSEN TERMINALS LLC, and abide by the rules and regulations of this tariff.

Except as otherwise provided in this Tariff, the applicable rates, charges and fees shall be those in effect at the time the charge or fee accrues.

Except as otherwise provided in this Tariff, the applicable rules and regulations shall be those in effect at the time the rule or regulation is applied and enforced.

All rates shall be subject to periodic adjustment, at YTI's sole discretion, incorporating one hundred percent (100%) of the combined effect of changes in labor and non-labor costs.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,008
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,008
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 2-020: RIGHT TO INTERPRET AND APPLY RATES, CHARGES, FEES, RULES AND</u>  Effective: 01Feb2018 Thru:                      Expires:                      Publish 16Jan2018 Amend: I</p> <p>YTI reserves to itself the right to interpret and determine the applicability of any of the rates provided for in this Tariff and to assess charges or fees in accordance with any such interpretation and determination, and YTI reserves to itself the right to determine the applicability of any rule or regulation of this Tariff and to enforce any such rule or regulation in accordance with any such interpretation or determination.</p>		
<p>This tariff number 016139-001 is published by Distribution-Publications, Inc. (DPI) on the web at <a href="http://www.dpiusa.com">http://www.dpiusa.com</a>.</p>		

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,009
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,009
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-030: LIABILITY, INDEMNITY AND LIMITATION OF LIABILITY

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(a) YTI assumes no responsibility whatsoever and shall not be liable in any manner or degree for any cargo accepted for storage, or for any care, handling, insurance, loss or damage with respect thereto, unless such cargo is received on behalf of YTI by an officer or employee thereof authorized to execute such receipts and then only to the extent that responsibility and liability shall be imposed by law.

(b) YTI shall not be responsible or liable in any manner or degree for any loss or damage to any cargo, equipment, or other property of any description stored, handled, used, kept or placed upon, over, in, through, or under any wharf or other structure or property owned, controlled or operated by YTI occasioned by or on account of pilferage, rodents, insects, natural shrinkage, wastage, decay, seepage, leaky containers, heating, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, collapse of a wharf or other structure, war, riots, strikes, or from any cause whatsoever, except to the extent that responsibility and liability shall be, regardless of the above limitations, absolutely imposed by operation of law.

(c) Liability for loss or damage of cargo resulting from YTI failure to exercise due and proper care in performing the services provided herein incurred during the handling, loading, unloading, receipt, delivery or storage of such cargo on the terminal or at the Container Freight Station at any time, including applicable free time, shall not exceed \$500.00 US per package or customary freight unit unless the value of the cargo has been declared and other arrangements made with YTI prior to its taking custody of, or assuming responsibility for, the cargo.

(d) YTI assumes no liability for loss or damage to any Vessel or equipment (including, for example, chassis, containers and gensets) unless such loss or damage results from its sole failure to exercise due and proper care in performing the services provided for herein. In this regard, YTI's liability shall be limited solely to the physical damage to the Vessel or equipment. Any claim for alleged damage to a Vessel shall be submitted to YTI prior to the Vessel's departure.

(e) YTI shall not be liable for loss of or damage to the contents and the Terminal User shall indemnify YTI against any injury, loss, damage, liability or expense whatsoever incurred or claimed by YTI if such loss of or damage to the contents and/or such injury, loss, damage, liability or

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,010
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,010
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-030: LIABILITY, INDEMNITY AND LIMITATION OF LIABILITY (Continued)

expense has been caused by all matters beyond YTI's control including, inter alia, without prejudice to the generality of this exclusion.

- (1) the manner in which the container has been packed; or
- (2) the unsuitability of the goods for carriage in containers; or
- (3) the unsuitability or defective condition of the container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof.
- (4) insufficient or defective condition of packing or marks
- (5) inherent vice of the goods

(f) Terminal User shall make no claim against YTI for an amount less than US\$1500 (One thousand five hundred United States Dollars) for any single incident or series of incidents arising from a common cause.

(g) YTI shall not be liable for any delay, loss or damage or whatsoever nature arising from or related to any cause unavoidable or beyond its control including but not limited to strikes of any persons in their employ or in the service of others, fire, water, Act of God, action of the elements, theft and terrorism.

(h) Terminal User shall incorporate in its bill of lading or other contract of carriage to be issued for all cargo carried by Terminal User and loaded or discharged at the Container Terminal, a term providing that contractors such as YTI shall be entitled to the benefit of all defenses and limitations of liability to the extent they are available to the Terminal User.

(i) Terminal User will indemnify, hold harmless and defend YTI, its officers, agents and employees, its affiliates and subsidiaries, and their officers, agents and employees, against and from any costs, suits, judgments, losses and expenses for injury or death of any person, or for damage to the property of any person, or for any discharge, emission, spillage or leakage into the seas, waters, land or air of any pollutant whatsoever, caused by or resulting from any act or omission of the Terminal User or of its employees, agents or subcontractors.

(j) Under no circumstances shall YTI be liable to Terminal User for any indirect or consequential loss or damages incurred or suffered by Terminal User including but not limited to loss of business, loss of earnings or profits. Consequential loss includes any and all cost of delays to vessels and the costs of loss of charter hire time as a result of any negligence of YTI.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,011
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,011
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
<p>Items with effective dates prior to page Issue Date are brought forward without change.  Future effective items are preceded with a &gt; symbol.</p>		

RULE 2-030: LIABILITY, INDEMNITY AND LIMITATION OF LIABILITY (Continued)

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,012
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,012
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-040: TIME TO COMMENCE SUIT

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Unless otherwise specified herein or applicable by law, claims for loss or damage of any nature must be submitted in writing to YTI immediately upon discovery or in any event, not later than thirty (30) calendar days from occurrence. Lack of timely notification shall serve as a cause for denial by YTI. In any event, YTI shall be discharged from all liability for any and all claims, demands, loss or damage of whatsoever kind, nature, or description unless suit is brought against YTI within one (1) year from occurrence. This one (1) year period also includes claims for indemnity.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,013
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,013
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-050: PORT CHARGES HOW ENFORCED

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Cargo and/or equipment remaining on Yusen Terminals after the expiration of the free time provided in this Tariff may, if all accrued charges thereon are not paid upon demand therefore, be taken possession of by YTI, and YTI shall have the right to remove and store the same wholly at the charge, risk, and expense of the merchandise and owner thereof, and may sell the merchandise at public auction, with or without notice, in its discretion. The proceeds of such sales shall be applied to the charges accrued and expenses remaining unpaid. Any balance over and above the accrued charges and expenses shall be held for account of the owner.

In the event the proceeds from such sale are not sufficient to satisfy such accrued charges and expenses, the terminal user, as their interests may appear, shall be personally liable for the payment of any unsatisfied balance due of such charges and expenses.



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,014
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,014
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-060: RIGHT OF INSPECTION

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The Terminal Manager and his duly authorized agent, are hereby authorized and empowered to enter and inspect any vessel to ascertain the kind, quantity, stowage, and character of merchandise or cargo thereon, or her condition in any respect; and are also authorized and empowered to enter and inspect any wharf or warehouse on YUSEN TERMINALS and it shall be unlawful for any person to hinder or molest any such officer or agent or refuse to allow him to enter such vessel or other premises for any of the purposes herein specified.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,015
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,015
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-070: ENFORCEMENT OF RULES AND REGULATIONS

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Any person or persons entering or doing business at Yusen Terminals shall abide by all rules and regulations adopted by YTI relating to regulation, operation, or control; and the Terminal Manager may delegate to the Port Warden the duty of enforcing or seeing to the enforcement of such rules and regulations as the Terminal Manager may in writing, from time to time, designate, and for that purpose the Port Warden shall have the power and authority of a regular police officer of the City of Los Angeles, including the power to make arrests for the violation of any of the provisions of such rules and regulations so designated, and shall be furnished with a regulation police badge by the Chief of Police of said City.

It shall also be the duty of the Port Warden, subject to the approval of the Terminal Manager, to report to the proper federal, state or municipal officer the violation of any law, rule or regulation respecting the operation or control of Los Angeles Harbor in every case in which he is not himself empowered to act.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,016
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,016
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-080: WILLFUL DAMAGE TO PROPERTY

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

It is unlawful for any person to willfully or carelessly destroy, damage, disturb, deface, or interfere with any buoy, float, life preserver, sign, notice, or any other municipal property whatsoever under the jurisdiction of the Port of Los Angeles.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,017
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,017
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-090: DAMAGE TO PROPERTY

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(a) Every person and every vessel responsible for any damage to any municipal property of any kind or character under the jurisdiction of YTI shall be held liable for and charged with the cost and expense of the replacement or repair of the property so damaged or destroyed. The expense of repairing said damage shall be charged against the person or vessel, or both, responsible therefore.

(b) In the event any damage is done to any wharf, wharf premises, facility or other property, owned by YTI or the Port of Los Angeles and in the possession of, or under the supervision, management or control of YTI, the person or persons causing, responsible for, or in any way connected with such damage, and the person or persons to whom the wharf, wharf premises, facility or other property may be assigned, or by whom it is being used, and the master, owner, operator, or agent of any vessel, vehicle, or other instrumentality involved in such damage, shall promptly give a full report thereof to the Terminal Manager giving the date and hour the damage occurred, the names and addresses, or, if unknown, a description of witnesses and other persons, vessels or instrumentalities involved in the damage, as well as all other pertinent facts and information that may be available. No person may refuse, neglect or fail to make or give any such report in the form and manner aforesaid, and, in addition to the general penalties prescribed in the Tariff, any such person who so refuses, neglects or fails, may be refused the use of Yusen Terminals or other facility until YTI has been fully reimbursed for any such damage.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,018
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,018
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-100: FURNISHING REQUIRED DOCUMENTS

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(a) The owner, agent, master, or other person in charge of a vessel or cargo, shall have 15 calendar days, from the date of departure of the vessel from any wharf, to deliver to the Terminal Manager a full and correct statement, signed and certified to by him, on forms approved by YTI, of all merchandise of every kind loaded or discharged at Yusen Terminals, specifying the type and quantity of such merchandise together with complete and verifiable copies of the vessel's manifest and/or Bills of Lading. Complete and certified copies of inbound and/or outbound container reports, on forms approved by YTI, will also be delivered within the same period.

(b) In lieu of furnishing the above documents, cargo information and container reports may be transmitted electronically directly to Yusen Terminals through YTI-approved contractual Electronic Data Interchange procedures. Vessels or steamship companies identified in the furnished documentation will not be disclosed by Yusen Terminals without prior approval of the steamship company or its agent.

(c) Neglect or refusal to make or deliver the documentation within the time period as provided for in paragraph (a) of this Item will result in the assessment of a penalty charge of 1/30 of two percent per day of the total wharfage charges due subject to a minimum penalty charge of two percent (2%) of total wharfage charges.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,019
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,019
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-110: CREDIT LIST

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

The Terminal Manager or a designee may release any person from the obligation of paying charges named in this tariff, in the manner or at the times required by this tariff provided such person:

(1) Deposits and maintains on deposit with the Terminal Manager security in an amount sufficient to guarantee the payment of all charges incurred by or on behalf of such person or

(2) Is placed on the Credit List after making written application wherein such person agrees to pay, upon presentation any and all bills for said charges.

If the application for credit is granted, such person shall have 15 calendar days, from the date of departure of each vessel from any wharf, to deliver to the Terminal Manager, complete and verifiable copies of the vessel's manifest and/or Bills of Lading, complete and certified copies of container reports and other information respecting such vessel and merchandise as YTI may require.

In lieu of furnishing the above documents, cargo information and container reports may be transmitted electronically directly to Yusen Terminals through YTI-approved contractual Electronic Data Interchange procedures. In case of failure to furnish such documentation when due, or to pay any bill or bills upon presentation, such person may be stricken from the Credit List and placed upon the Delinquent List.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,020
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,020
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-120: TERMS AND CONDITIONS OF PAYMENT

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

(a) The use of Yusen Terminals facilities or service is conditioned upon satisfactory assurance that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use. Cash payment for all anticipated tariff charges is required in advance unless credit has been arranged as provided in this tariff.

(b) Dockage shall be assessed against all vessels that are subject to the payment of dockage at rates named in this Tariff. In addition to any person responsible under this Item or pursuant to a contract, the vessel, its owners and charterers are jointly and severally responsible for payment of dockage charges and each agrees to guarantee such charges. The vessel through its master, owner, agent or other authorized person, shall pay such charges.

(c) Wharfage, wharf demurrage, wharf storage and any other charges in this Tariff, which are assessed against merchandise, shall be paid at rates named in said tariff. Charges shall be paid by the owners of the merchandise and shall be collected by the vessel discharging or loading the merchandise through its owner, agent, manager, master, berth assignee or other authorized person acting as an agent for the owner. The full amount of all charges assessed against such merchandise shall be paid before the removal or delivery of such merchandise from the wharf or wharf premise.

(1) The vessel, its owner and charterer jointly and severally and the berth assignee guarantee and are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of Yusen Terminals by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgement of the liability for and guarantee of such charges.

(d) Wharfage, wharf demurrage, wharf storage and any other charges in this Tariff which are assessed against merchandise are liens against all such merchandise deposited upon any wharf or other premises under the jurisdiction and control of YTI. YTI, its agents or assignees, may hold possession of any or all of such merchandise to secure payment of any or all of such charges until paid.

(e) YTI may take actual possession of merchandise remaining on the wharf or other premises longer than the time prescribed by the rules and regulations of this Tariff. If

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,021
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,021
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-120: TERMS AND CONDITIONS OF PAYMENT (Continued)

accrued charges are not immediately paid thereafter, YTI may, at any time after taking possession, remove and store any or all of such merchandise at the charge, risk and expense of the merchandise, its owner or consignee thereof. YTI may sell any or all of such merchandise at public auction with or without notice.

(f) For the purpose of keeping Yusen Terminals free of obstructions, YTI shall serve a written notice on the owner, agent, consignee or person in possession or having custody of such obstructing merchandise, material or structure, or it may post a notice thereon, requiring its removal within 24 hours. On failure to comply, YTI may remove and store such merchandise, material or structures wholly at the charge, risk and expense of the owner or consignee. YTI may sell such merchandise, material or structures at public auction with or without notice and such sale will be subject to immediate removal, if not already removed by YTI.

(g) The proceeds of any sale as provided for in paragraphs (e) and (f) of this Item shall be retained to satisfy all tariff charges assessed against merchandise, plus 10%, and in the case of obstructions, \$100.00 additional for each day during which the wharf or other premises have been obstructed. The surplus after expenses of such sale, if any, shall be paid to the proper persons. The owner, consignee, or proper person, shall be liable for and shall pay to YTI, any charges, fees and costs remaining unsatisfied out of the proceed of such sale.

(h) Every person in charge of a vessel or cargo who shall cause, allow or permit such vessel to leave a wharf or berth at which it is docked, unless forced to do so by stress of weather or fire or unless such vessel or person is on the Credit List or has otherwise arranged credit, before all tariff charges due and payable against such vessel or against such merchandise which may have been discharged from or received upon such vessel, have been paid, shall be guilty of a misdemeanor and shall be subject to the penalties prescribed by law and this tariff.

(i) A vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information requested by Yusen Terminals respecting the vessel, estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged and shall estimate the amount of each category of port charges, as enumerated and party responsible therefore. This information shall be provided on the Port's "Agent's Statement of Responsibility" form. The submission of this form, signed



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,022
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,022
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-120: TERMS AND CONDITIONS OF PAYMENT (Continued)

by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to Yusen Terminals for any financial loss suffered by Yusen Terminals as a result of the agent's failure to report accurately.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,023
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,023
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-130: DELINQUENT INVOICES

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

(a) Invoices as issued by YTI are due and payable upon presentation.

(b) Any invoice for any charge or charges prescribed for which full payment is not received by YTI within thirty (30) calendar days from the date of the invoice is delinquent and shall be placed on the delinquent list.

(c) A delinquent invoice or delinquent charge is subject to a late payment charge consisting of simple interest of 1.5% per month applied to the outstanding balance due.

(d) Penalty charges prescribed in other items of this Tariff are separate and distinct from the delinquent payment charge assessable under this item.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,024
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,024
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-140: U.S. GOVERNMENT CARGOES

Effective: 01Feb2018 Thru:                      Expires:                      Publish 16Jan2018 Amend: I

With the exception of Wharfage and Dockage, cargoes for the account of the United States of America or its individual agencies will be subject to rates, rules and regulations quoted by YTI and agreed between the parties.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,025
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,025
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 2-150: EMERGENCY RELIEF CARGO

Effective: 01Feb2018 Thru:                      Expires:                      Publish 16Jan2018 Amend: I

The Terminal Manager may, at his sole discretion, waive the assessment of all or any portion of any charge for wharfage, dockage, wharf demurrage, wharf storage or any other charge or fee which may be due from any source or cause as provided for in this Tariff which may be associated with cargo destined to provide emergency relief which is directly attributable to natural disasters. The cargo must be shipped by and destined to bonafide relief organizations and must not be intended for resale.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,026
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,026
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 2-160: SHIPPERS' REQUESTS AND COMPLAINTS

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

Requests and complaints from shippers on matters relating to the rates, rules and regulations in this Tariff must be made to the Terminal Manager.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,027
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,027
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 3: CLEAN AIR ACTION PLAN & VESSEL SPEED REDUCTION PROGRAM

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

YTI has committed to VSRP efforts set forth in the San Pedro Bay Ports Clean Air Action Plan (CAAP). The objective of the Vessel Speed Reduction Program (VSRP) is to reduce NOx emissions from ocean-going vessels by slowing their speeds as they approach or depart the port area. Vessels calling YTI are required to observe expanded (i.e. 40 nm) VSRP regulations. Each vessel, her owners, charterers and agents to whom any YTI berth has been assigned, or who are using or occupying same under any provision of this tariff, shall comply with the provisions of the Vessel Speed Reduction Program (VSRP). Vessel operators in compliance will be eligible to participate in the port's Tier 2 incentive grants.

Program requirements, including the seaward latitude and longitude positions and weighted average speed calculations are described in the PORT OF LOS ANGELES (POLA) Tariff No. 4 at  
([https://www.portoflosangeles.org/finance/tariff\\_4.asp](https://www.portoflosangeles.org/finance/tariff_4.asp))

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,028
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,028
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 4: VERIFIED GROSS MASS

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

Weighing Containers for SOLAS VGM Compliance

Effective with July 1, 2016, SOLAS Ch VI/2 verified gross mass ("VGM") regulations require that Shippers must provide a SOLAS-compliant Shipper-signed paper or EDI VGM document (a "VGM Document") to the master and Terminal Operator before an export container may be loaded to the vessel.

Carriers and Shippers are obligated to make arrangements for the Shipper to provide a VGM Document for each container delivered to the YTI's facilities for loading. In order to minimize delay and handling costs in the event any container for loading to Carrier's vessel arrives at YTI without a VGM Document, YTI may offer service to weigh the container and provide such weight to Carrier and Shipper to be used by either for VGM compliance purposes. The following terms and conditions apply with respect to any such service provided by YTI:

In consideration of YTI providing weighing service for Carrier and Shipper in instances where an export container arrives at YTI without a VGM Document, or where YTI is otherwise required or requested to weigh a container after its arrival, parties agree that:

(a) YTI provides such weighing service for convenience of Carrier and Shipper in accordance with IMO Guidelines Regarding the Verified Gross Mass of a Container Carrying Cargo, MSC 1/Circ. 1475, 9 June 2014, Paragraphs 8, 11 and 13.1,

(b) the weight obtained on YTI's equipment may be subject to variance, and YTI makes no express or implied representation or warranty as to the accuracy of any weight provided,

(c) in obtaining and transmitting such container weight, YTI is hereby authorized by and acts as the agent for Shipper, and not for YTI's own account,

(d) neither Carrier nor Shipper will assert any claim against YTI for any liability, compensation, damages, contribution, indemnification or defense with respect to any delay or inaccuracy of weight or information provided,

(e) Carrier's giving of a loading instruction or loading of such container for which YTI has provided weight information is deemed to be confirmation by Carrier to YTI that Carrier has received the container VGM in compliance with SOLAS VGM requirements, and

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,029
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,029
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 4: VERIFIED GROSS MASS (Continued)

(f) Carrier and Shipper will each will defend, indemnify and hold harmless YTI, its officers, directors, employees, agents, contractors and affiliates with respect to any claim against or liability of YTI by or to any third party, including any Carrier subcontractor or cargo interest, with respect to any suits, causes of action, arbitral demands or claims, judgments, assessments, damages, awards, costs of defense, fines or penalties of any nature imposed or arising directly or indirectly in connection with the weight provided, YTI's weighing service, or any delay or refusal of YTI to load any container lacking a VGM Document.

(g) YTI, at its sole discretion, reserves the right to collect charges from Carrier and/or Shipper for container weighing services at rates contained in the Schedule of Rates.



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,030
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,030
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 5: DOCKAGE

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

DEFINITION OF DOCKAGE

Dockage is the charge, calculated in accordance with the dockage rates named in this tariff, assessed against a vessel for berthing at or making fast to a YIT controlled wharf, pier, bulkhead structure, or bank (inside berth), or for mooring to another vessel so berthed (outside berth).

Dockage charges shall be assessed against all vessels at the full dockage rates provided in this Tariff. Full dockage rates are contained in the Schedule of Rates.

BASIS FOR COMPUTING DOCKAGE CHARGES

The rates for dockage shall apply according to the overall length of the vessel, except as otherwise specifically provided in this Tariff. United States Custom House, Lloyd's Register, or American Bureau of Shipping measurements, when available, will be used in determining the length of vessels, but YTI reserves the right to measure vessels when necessary to obtain measurements for use as the basis for its charge.

DOCKAGE TO BE PAID BY VESSELS

Dockage, at the rates named in this Tariff, shall be assessed against all vessels subject to the payment of dockage under these rules, and shall be paid by the vessel so assessed, through its master, owner, agent or other person duly authorized so to do.

TIME PERIOD FOR ASSESSMENT OF DOCKAGE

The period of time for which dockage shall be assessed against a vessel shall commence when such vessel is made fast to a wharf, pier, bulkhead, structure, or bank or to another vessel so berthed, and shall continue until such vessel is completely freed from and has vacated such berth.

PAYMENTS DUE AND PAYABLE

All charges for dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any vessel leaves the berth, unless forced to do so by stress of weather or fire.

PENALTY FOR FAILURE TO PAY WHEN DUE

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,031
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,031
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 5: DOCKAGE (Continued)

Refusal or failure to pay dockage in accordance, or otherwise upon presentation of bill therefore, shall subject the vessel to be placed on the Delinquent List and to the penalties provided by law and this Tariff. No vessel, which has been placed on the Delinquent List, shall be permitted to berth at Yusen Terminals without first paying double the dockage incurred and not paid.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,032
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,032
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 6: WHARFAGE

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

DEFINITION OF WHARFAGE

Wharfage is the charge assessed against merchandise, calculated in accordance with the wharfage charges named in this Tariff for the passage of that merchandise onto, over, through or under wharves or wharf premises, or between vessels or overside vessels (to or from barge, lighter, or water) when berthed at wharves or wharf premises, or when moored in a slip adjacent to a wharf or wharf premise. Wharfage is solely the charge for use of wharves or wharf premises and does not include charges for any other service or facility.

APPLICATION OF WHARFAGE RATES AND CHARGES

Wharfage shall be applied to all cargo other than cargo that is in ISO standard containers (20' /40' /40'HC/45' in length), which are addressed in the Schedule of Rates. The applicable rates and charges for non-ISO standard wharfage shall be:

- (a) On inbound merchandise, the rates and charges in effect on the date that the vessel commences discharging merchandise, and
- (b) On outbound merchandise, the rates and charges in effect on the date that the merchandise is placed on a wharf or wharf premise.

WEIGHT OR MEASUREMENT

- (a) The wharfage rates based on weight or measurement for cargo not in ISO standard containers shall be as set forth in the Port of Los Angeles Tariff No. 4 or its successor as amended from time to time.
- (b) If measurement of the cargo is required to determine wharfage charges and is not supplied, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo. Containerized cargo on which measurement is constructed is subject to a maximum charge based on the length of the container.
- (c) When freight charges are computed by the vessel and shown on the manifest on a basis of either weight or measurement, wharfage shall be assessed on the same basis as so computed and manifested.
- (d) When the basis of the freight charges is not shown on the manifest, wharfage shall be assessed on the basis of weight and measurement, whichever will yield the greater

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,033
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,033
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 6: WHARFAGE (Continued)

revenue.

WHARFAGE RATES ON TRANSSHIPMENT MERCHANDISE

As used in this Section, Transshipment Merchandise is merchandise subject to the payment of wharfage, upon which the carriage is continuous, i.e. that remains in the possession of the carrier or carriers thereof, and is transferred from one vessel to another in Los Angeles Harbor and wharfage, calculated in accordance with the rates indicated in this Item, shall be assessed against such Transshipment Merchandise.

In the event merchandise is transshipped, as defined above, a single wharfage charge only will be assessed. Wharfage will be assessed on the inbound movement only.

TRANSFERRED MERCHANDISE

(a) Transferred merchandise is merchandise received at municipal wharf or wharf premise by land transportation and subsequently removed from municipal wharf or wharf premise by land transportation.

(b) Transferred merchandise shall be assessed wharfage on the same basis as merchandise moving by vessel (see exception).

Exception: In the event merchandise is transferred from one municipal wharf premise to another for delivery to either a land vehicle or vessel a single wharfage charge only will be assessed.

ASSESSMENT OF WHARFAGE

(a) Except as otherwise provided in paragraph (b) of this Item, inbound or outbound wharfage, or both, as the case may be, shall be assessed against all merchandise which is subject to the payment of wharfage.

(1) In the event outbound merchandise is transferred from a wharf or wharf premise, after having first paid a wharfage charge, directly to another wharf or wharf premise prior to loading to a vessel, an additional wharfage charge shall not be assessed.

(2) In the event wharfage has been assessed on inbound merchandise which is discharged from a vessel at a wharf or wharf premise, such merchandise may be transferred directly to another wharf or wharf premise without the assessment of an additional wharfage charge.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,034
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,034
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 6: WHARFAGE (Continued)

(3) Merchandise removed from a wharf or wharf premise into a warehouse or elsewhere, other than directly to another wharf or wharf premise as allowed in (1) or (2) above will be subject to an additional wharfage charge.

(b) (1) "Merchandise discharged from a vessel at a port other than Los Angeles that is transferred to a coastwise feeder service which loads in Los Angeles for continuous movement to a West Coast port as designated on the Bill of Lading will be assessed wharfage as provided in Item 550-004" of the Port of Los Angeles Tariff No. 4 or its successors.

(b) (2) Merchandise destined for loading to a vessel at a port other than Los Angeles that has been transferred from a coastwise feeder service which discharged in Los Angeles as part of a continuous movement from a West Coast port as designated on the Bill of Lading will be assessed wharfage.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,035
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,035
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 7: FREE TIME, WHARF DEMURRAGE, WHARF STORAGE

Effective: 01Jul2019 Thru: Expires: Publish 20Jun2019 Amend: C

DEFINITIONS

(a) WHARF DEMURRAGE is the charge, calculated in accordance with the Wharf Demurrage rates named in this Tariff, assessed against merchandise which remains on a municipal wharf or wharf premises after the free time allowed.

(b) WHARF STORAGE is the charge, calculated in accordance with Wharf Storage rates named in this Tariff, assessed against merchandise, which remains on a municipal wharf, or wharf premises and has been accepted for storage.

(c) INBOUND MERCHANDISE is merchandise, which has been discharged from a vessel.

(d) OUTBOUND MERCHANDISE is merchandise, which is being or has been assembled and is awaiting loading on board a vessel.

(e) FREE TIME is the time allowed for assembling cargo preceding a vessel's loading or for removing cargo from the terminal facilities before assessment of storage or demurrage charges.

FREE TIME, COMMENCES WHEN

(1) INBOUND MERCHANDISE: Free time shall commence for each container at 3:00a.m. after the container is discharged from a vessel.

(2) OUTBOUND MERCHANDISE: Free time shall commence at 8 AM after the merchandise is placed on a wharf or wharf premises; provided, however, that the days during the loading or discharging operations of a vessel shall not be counted as wharf demurrage or wharf storage days if merchandise is being loaded on or discharged from such vessel with dispatch.

FREE TIME ALLOWED

Exclusive of Saturdays, Sundays and the legal holidays in which the terminal is designated as "Closed" named in this Tariff, Free Time shall be allowed on Inbound, Outbound and Transshipped Merchandise, as follows:

CONTAINERIZED CARGO	COASTWISE TRADE	INTERCOASTAL TRADE	FOREIGN AND OFFSHORE TRADE
Inbound:	5 days	4 days	4 days
Outbound:	5 days	5 days	5 days
Transshipped	5 days	5 days	5 days

Free time for Containerized Refrigerator Cargo and Out-of-

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,036
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,036
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 7: FREE TIME, WHARF DEMURRAGE, WHARF STORAGE (Continued)

Gauge units (OOG) - 2 business days.

No free time will be allowed on empty containers received at the terminal for storage only. Empty containers that are damaged to the point they cannot be used for cargo and or cannot be moved without special equipment shall be removed from the terminal within 14 days, or YTI will arrange for disposal at the Owner's expense.

No free time will be allowed on loaded containers that arrive on terminal via gate or rail and subsequently depart without any vessel movement in between arrival and departure.

Free time will expire at 5:00pm on the last free day.

If requested by carrier, YTI will manage, administer and collect carrier's inbound demurrage. YTI will reimburse to carrier 100 percent of collected carrier's inbound demurrage less terminal demurrage and an administration fee of 15 percent of the difference between the collected carrier's demurrage and terminal demurrage.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME

When applicable, Wharf Demurrage charges shall be assessed against all cargo at rates provided in this Tariff. Wharf demurrage rates are contained in the Schedule of Rates.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,037
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,037
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 8: ON TERMINAL CHASSIS USE, STORAGE, AND REPAIR

Effective: 01Feb2018 Thru: Expires: Publish 16Jan2018 Amend: I

GENERAL PROVISIONS

YUSEN TERMINALS LLC allows facility access and provides services to terminal users that own or long-term lease chassis for the purpose of making them available to ocean carriers, truckers, shippers or others. The services provided by YTI to such terminal users include, but are not limited to, storage of the chassis on the facility, stacking and unstacking of chassis, outbound chassis roadability inspections, chassis repairs, and the provision of EDI data relating to the use of the chassis.

STORAGE

The number of chassis permitted on the facility is subject to space availability and will be determined by YTI at its sole discretion and subject to storage and/or stacking & unstacking charges in the Schedule of Rates. No free time shall be allowed for bare chassis.

CHASSIS REPAIR

YUSEN TERMINALS LLC is party to the PACIFIC COAST LONGSHORE CONTRACT DOCUMENT (PCLCD) and as such, is subject to jurisdiction, work rules, and other provisions contained therein. The use of YTI facilities by the terminal user constitutes acceptance of all conditions, rules, regulations, and exceptions as published in the PCLD and in this tariff.

ON TERMINAL USAGE

YUSEN TERMINALS LLC operations are based on a grounded yard operation, however, YTI retains the right to keep containers on chassis to support operating requirements as determined by YTI. Under no circumstances shall YTI be responsible for any chassis rental and/or per diem charges related to its on terminal chassis inventory and/or usage.

MANDATORY OUTBOUND ROADABILITY INSPECTION

All chassis, except for those chassis owned by an independent truck driver (owner/operator) or owned by an independent (i.e., non PMA affiliated) trucking company and identified and proven as such, shall go through a roadability inspection prior to leaving YTI. Inspection charges shall apply to applicable outbound chassis moves as follows:

- a) For bare chassis - to be invoiced to the terminal



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,038
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,038
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 8: ON TERMINAL CHASSIS USE, STORAGE, AND REPAIR (Continued)

user that owns the chassis

b) For chassis with a mounted container - to be invoiced to the terminal user that provides chassis to the ocean carrier whose container is mounted on the chassis at the time the chassis leaves YTI, rather than to the terminal user that actually owns the chassis.

YTI PROVIDED DATA

Terminal users that pay YTI outbound roadability inspection charges as set forth in the Schedule of Rates, subject to the provisions of Section 2 of this tariff, shall be entitled to receive daily data transmissions from YTI. EDI for all loaded chassis entering or leaving YTI shall include the following elements:

- a) Ocean Carrier SCAC
  - b) Chassis prefix and unit number
  - c) Container number
  - d) Direction of gate event (in-gate or out-gate)
  - e) Date and time of recorded activity
  - f) Name or SCAC of motor carrier performing interchange (and license plate number, if available)
- In addition, EDI data shall include the chassis prefix and unit number for all bare chassis.

RATES AND OTHER SERVICES

Chassis related rates are contained in Appendix I - Schedule of Rates.

Chassis maintenance & repair task times and rates are contained in Appendix II - Maintenance and Repair Tariff & Standard Task Times

Nothing contained herein shall be construed as requiring YTI to perform, without charge, any service not specifically provided for herein.

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,039
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,039
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 9: SCHEDULE OF RATES

Effective: 21Jul2020 Thru: Expires: Publish 21Jul2020 Amend: C

Following rates apply in U.S. Dollars (USD) on the basis as specified herein. (C)

VESSEL SERVICES		BASIS
Throughput Rate - 20', 40', 45' ISO Containers	\$473.90	Per container move - full or empty. Rate includes overtime (except 3rd shift work), detentions (except Standby for Vessel), unused ILWU guarantee, and wharfage.
Throughput Rate - 48', 53' ISO Containers	extra labor	Invoiced on an extra labor basis
Shift differential - M-F 3rd shift	\$54.31	Per container move - full or empty
Shift differential - Weekend/Holiday 3rd shift	\$108.61	Per container move - full or empty
Transshipment	\$386.93	Per container move - full or empty
Vessel Rehandle - cell to cell	\$173.15	Per container move - full or empty
Vessel Rehandle - cell to dock to cell	\$346.31	Per container move - full of empty
Over height Surcharge	\$674.86	Per container move - if handled with speedloader
Over height Surcharge	extra labor	Billed on extra labor basis if handled with wires
Reefer plug/unplug on vessels	\$84.91	Per loaded reefer container move
Breakbulk Cargo load or discharge	extra labor	Invoiced on an extra labor basis
Second or subsequent	extra labor	Invoiced on an extra

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,040
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,040
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 9: SCHEDULE OF RATES (Continued)

crane boom-ups		labor basis
Extra handling of hatch lids	extra labor	Invoiced on an extra labor basis
Gangway Guards	\$167.90	Per hour - straight time. Minimum guarantees apply.
Gangway Guards	\$223.87	Per hour - overtime. Minimum guarantees apply.
Facility Security Fee	\$3.08	Per container move - full or empty

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CONTAINER GANG - EXTRA LABOR RATES

\*\*\*Per Vessel Gang - per hour (invoiced in 6 minute increments)

Monday - Friday 0800 - 1700 hours	\$4,969.12	***
Monday - Friday 1700 - 0300 hours	\$5,757.87	***
Weekends and/or Holidays 0800 - 0300 hours	\$6,231.54	***
Monday - Friday 0300 - 0800 hours	\$6,920.23	***
Weekends and/or Holidays 0300 - 0800 hours	\$7,369.46	***

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CONTAINER GANG - STANDBY & DETENTION RATES

\*\*\*Per Vessel Gang - per hour (invoiced in 6 minute increments)

Monday - Friday 0800 - 1700 hours	\$4,716.01	***
Monday - Friday 1700 - 0300 hours	\$5,210.43	***
Weekends and/or	\$6,266.26	***

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,041
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,041
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 9: SCHEDULE OF RATES (Continued)

Holidays  
0800 - 0300 hours

Monday - Friday           \$6,470.67       \*\*\*  
0300 - 0800 hours

Weekends and/or           \$6,966.61       \*\*\*  
Holidays  
0300 - 0800 hours

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MAN HOUR RATES - EXTRA LABOR  
\*\*\*Per Man Hour (invoiced in 6 minute increments)

Composite - all skill levels/all shifts   \$230.18

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ON DOCK RAIL SERVICES  
\*\*\*Per container move - full or empty

Containers lifted to   \$186.69       \*\*\*  
or from railcar,  
without vessel  
related move

Containers lifted to   \$351.21       \*\*\*  
or from railcar,  
with vessel  
related move

-----

REFRIGERATED EQUIPMENT SERVICES

Reefer plug/unplug   \$84.91       Per reefer container  
on terminal

Reefer on terminal   \$100.00       Per reefer  
container,  
Vent/Temperature       per port stay  
adjustment

Reefer on terminal   \$200.00       Per reefer  
container,  
Controlled Atmosphere   per port stay  
unit Monitoring

On Terminal reefer   \$95.54       Per reefer  
monitoring               container, per day.  
Includes electricity

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,042
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,042
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 9: SCHEDULE OF RATES (Continued)

usage

Genset - Mount or Dismount from chassis	\$134.32	Per activity
Genset - Fueling (labor only)	\$83.95	Per activity
Genset - Fuel		Variable - per gallon provided. Invoiced at YTI cost per gallon + 20%

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TERMINAL SERVICES

Gate Move - container	\$80.06	Per container move - full or empty - includes weighing (export only)
Missed Appointment	\$211.05	Per container
Mount or Ground of container	\$83.13	Per container move - full or empty
Weighing of Container already in CY	\$670.00	Per container - full or empty
Container premount to chassis	\$269.39	Per container move - full or empty
Chassis Change (i.e. flip)	\$119.76	Per flip - includes to/from owned to pool chassis, out of service, or damaged chassis
Yard Rehandle - Container	\$83.13	Per container move - full or empty
On Terminal Drayage - Container and/or chassis	\$111.94	Per container move - full or empty
Export Container - Redelivery without a Vessel Move	\$536.71	Per Loaded container - Includes Gate Move and 1 Yard Rehandle. Does not include Wharfage or extra

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,043
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,043
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 9: SCHEDULE OF RATES (Continued)

		Yard Rehandling necessary to access Returned Container.
Container Roll - to future vessel	\$178.90	Per container - full or empty - up to vessel cargo cutoff time
Container Advance from future vessel	\$536.71	Per container - full or empty - up to vessel cargo cutoff time
Flat rack ends; knock down or raise	\$234.30	Per flatrack container (must be requested in writing)
Container - Seal checking/ verification	\$123.79	Per container - full or empty (excludes yard rehandling necessary to access)
Container - Replace security seals	\$81.49	Per container - full or empty
IMDG Placards - Affixed	\$115.09	Per container - full or empty
IMDG Placards - Removed	\$172.64	Per container - full or empty
Container Survey - clerk attendance	extra labor	Invoiced on an extra labor basis
Container and/or equipment photos - digital	extra labor	Invoiced on an extra labor basis
Equipment Yard Inventory (4 hr minimum)	extra labor	Invoiced on an extra labor basis (4 hr minimum)
Container - Government inspection of container or cargo	\$450.00	Per container - full or empty
Container Sorting for specialty units	\$100.00	Per Unit

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,044
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,044
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 9: SCHEDULE OF RATES (Continued)

Chassis Bundling/ Unbundling	\$521.56	Per bundle - excluding securing costs. Maximum 4 units per bundle
Chassis Stacking/ Unstacking	\$16.79	Per Chassis handled
Chassis Roadability Inspection	\$16.79	Per outbound Chassis
Damaged Chassis Redelivery	\$419.76	Per Damaged Chassis redelivered without YTI repair
Receiving or Delivery of OOG container or flat rack	\$1,200	Per Unit handled with toploader. Not to exceed 11" overwidth, 48" overhigh, or 57,000 pounds
Receiving or Delivery of OOG container or flat rack	\$1,900	Per Unit handled with RTG. Units exceeding 11" overwidth, 48" overhigh, or 57,000 pounds
Stripping of OOG container or flat rack	\$2,200	Per Unit
API/EDI Container Data	\$0.25	Variable by volume - per querrie/message via EDI/API call
Any other service not described above	extra labor	Invoiced on an extra labor basis

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STORAGE RATES (IN EXCESS OF ALLOWED FREE-TIME, IF ANY)

Empty Container storage	\$7.51	Per Empty Container - per day
Chassis Storage - Good Order	\$10.52	Per Chassis - per day
Chassis Storage - Damaged	\$29.66	Per Chassis - per day. Rate applicable

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,045
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,045
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		

RULE 9: SCHEDULE OF RATES (Continued)

when written repair  
authorization has  
not been provided.

Chassis Storage - Genset	\$43.05	Gen set Chassis - per day.
Breakbulk cargo storage	\$28.54	Per Revenue Ton (excludes wharfage)

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PORT RELATED CHARGES

\*\*\*Invoiced per current POLA Tariff No. 4

Vessel Dockage	***
Fresh Water Supplied to Vessel	***
Wharf Demurrage, Wharf Storage	***

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EQUIPMENT RENTAL RATES (EXCLUDES OPERATOR(S))

\*\*\*Per Hour

Yard Trailer (bombcart)	\$15.80	***
Yard Hustler (UTR)	\$49.36	***
Fork Lift to 8,000 lbs capacity	\$49.36	***
Fork Lift - 15,000 lbs capacity	\$69.11	***
Fork Lift - 25,000 lbs capacity	\$88.85	***
Fork Lift - 40,000 lbs capacity	\$118.47	***
Fork Lift over 40,000 lbs capacity	\$197.45	***



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,046
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,046
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 9: SCHEDULE OF RATES (Continued)

Side Handler	\$246.81	***
Top Handler	\$246.81	***
Rubber Tired Gantry (Transtainer, RTG)	\$345.53	***
Gantry Container Crane	\$1091.37	***

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ALTERNATIVE MARINE POWER (AMP)

Plug or Unplug Vessel - Base Charge	\$1063.38	Per Event - plug or unplug vessel into shore power utilizing vessels cable - up to 1 hour
Delays or additional activities beyond 1 hour	\$979.43	Per Hour - invoiced in 6 minute increments
Electricity Usage during vessel stay		Passed through at POLA Actual charges plus 15%
Mandatory attending POLA staff		Passed through at POLA Actual charges plus 15%
AMP Unit - terminal storage, if required	\$27.98	Per AMP unit - per day

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,047
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,047
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES

Effective: 21Jul2020 Thru: Expires: Publish 21Jul2020 Amend: C

BASIC MANHOOR RATES: (C)

Monday - Friday 0800 - 1700 hours	\$170.03
Monday - Friday 1700 - 0300 hours	\$192.74
Monday - Friday 0300 - 0800 hours	\$230.38
Weekends and/or 0800 - 0300 hours	\$216.47
Holidays	
Weekends and/or 0300 - 0800 hours	\$243.26
Holidays	

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CODE:	LABOR DESC.:	MnHr	Min	COMMENTS:
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CHB-T&M	BRAKE SYSTEMS			
CHB-01	Replace glad hand	0.25	15.0	Includes seal
CHB-03	Replace glad hand elbow	0.25	15.0	
CHB-04	Replace slack adjuster	0.50	30.0	
CHB-05	Straighten push rod	0.50	30.0	
CHB-06	Adjust/replace brake springs	0.50	30.0	For all
CHB-07	Replace anchor pins/rollers	2.00	120.0	One side of one axle-incl oil seal
CHB-08	Free brake cam shaft	0.75	45.0	
CHB-09	Replace cam shaft and bushing	2.00	120.0	
CHB-10	Replace/Tighten Relay Valve nipple	1.00	60.0	
CHB-11	Replace air brake chamber	1.00	60.0	Single
CHB-11A	Replace air brake chamber	1.00	60.0	Maxican/double
CHB-12	Replace air chamber diaphragm	1.00	60.0	
CHB-13	Replace air brake chamber hose	0.50	30.0	(.25 for each additional hose)
CHB-14	Replace synflex air line	BID	N/A	20' complete
CHB-14A	Replace synflex air line	BID	N/A	40' complete
CHB-14B	Replace/splice/ section air line	0.25	15.0	Per repair
CHB-16	Replace/repair air line fitting/ leaks	0.25	15.0	Per repair

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,048
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,048
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHB-17	Replace relay valve	1.25	75.0	
CHB-18	Replace air tank	1.50	90.0	
CHB-19	Test air system to 100 PSI	0.25	15.0	(No charge with BIT/FHWA)
CHB-20	Replace air tank drain valve	0.25	15.0	
CHB-21	Replace brake drum	1.50	90.0	
CHB-22	Replace brake shoes	3.25	195.0	One axle (w/ seal, pins, rollers & kit)
CHB-22A	Replace brake shoes	6.00	360.0	Two axles (w/ seal, pins, rollers & kit)
CHB-22B	Replace brake shoes	1.50	90.0	One Wheel
CHB-23	Replace clevis pins/nuts	0.25	15.0	Each
CHB-24	Adjust brakes	0.25	15.0	(No charge with BIT/FHWA)
CHB-24A	Free-up brakes (minor)	0.25	15.0	
CHB-24B	Free-up brakes (major)	BID	N/A	includes removal of one wheel
CHB-25	Tighten/straighten glad hand	0.25	15.0	
CHB-26	Replace Hose Separators	0.25	15.0	All

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CODE:	LABOR DESC.:	MnHr	Min	COMMENTS:
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CHE-T&M	ELECTRICAL SYSTEM			
CHE-01	Repair seven way plug	0.25	15.0	
CHE-01A	Replace seven way plug	0.75	45.0	
CHE-04	Replace license plate hood or base only	0.375	22.5	Hood or base only
CHE-04A	Replace license plate light	0.10	6.0	Lamp only
CHE-05	Replace/splice missing 7-way cable	1.00	60.0	Up to 1.0 - then BID
CHE-06	Replace light wiring (20' chassis)	BID	N/A	Complete chassis
CHE-06A	Replace light wiring (40' chassis)	BID	N/A	Complete chassis

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,049
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,049
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHE-06B	Splice light wire/trace short	0.50	30.0	(0-30 minutes; thereafter, manhour)
CHE-07	Replace license plate light housing	0.25	15.0	
CHE-08	Replace pig tail	0.25	15.0	MAX .75
CHE-09	Replace light bracket/mount	0.25	15.0	
CHE-10	Replace stop/tail light assembly	0.50	30.0	1-2 units
CHE-10A	Replace clearance light assembly	0.25	15.0	Each unit
CHE-10A1	Replace stop/tail light assembly	0.75	45.0	3-4 units
CHE-10B	Replace reflectors, light bulbs, lenses	0.25	15.0	Up to 5 units
CHE-10B1	Replace reflectors, lights bulbs, lenses	0.50	30.0	6 units or more .5 maximum
CHE-10C	Replace junction box	1.00	60.0	
CHE-10D	Replace plastic clearance light base	0.20	12.0	Each unit
CHE-13	Replace wire clip	0.10	6.0	Each unit
CHE-14	Replace clearance light assembly (pop in type)	0.10		Each unit (pop in type only)
CHE-15	Test light system (Hookup & Test)	0.25	15.0	(No charge with BIT/FHWA)

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CODE:	LABOR DESC.:	MnHr	Min	COMMENTS:
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CHF-T&M	MAIN FRAME STRUCTURE			
CHF-01	Straighten ICC bumper	1.00	60.0	
CHF-01A	Replace ICC bumper	1.50	90.0	Horizontal piece only
CHF-01B	Replace ICC bumper	2.50	150.0	Vertical & horizontal pieces (complete)
CHF-02	Replace twist lock assembly	1.75	105.0	Includes riser block
CHF-03	Repair/replace twist lock pin	0.50	30.0	
CHF-05	Replace twist lock handle	0.25	15.0	
CHF-05A	Replace twistlock and weld handle	0.50	30.0	
CHF-05B	Replace twist lock	0.25	15.0	Safety latch

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,050
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,050
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHF-07	handle retainer Straighten twist lock handle	0.25	15.0	
CHF-07A	Straighten twist lock handle retainer	0.125	7.5	Safety latch
CHF-08	Replace outrigger, light bar, & mudflap brake w/ gusset (Fabricate)	3.00	180.0	Fabricate
CHF-08A	Replace outrigger, light bar, & mudflap brake w/ gusset (Purchased)	2.00	120.0	Purchased unit
CHF-08B	Straighten outrigger, light bar, & weld	1.00	60.0	Repair only
CHF-09	Replace bolster brace/bolster gusset	1.25	75.0	
CHF-09A	Straighten and weld bolster brace/gusset	0.50	30.0	
CHF-10	Straighten front bolster (minor)	0.25	15.0	
CHF-10A	Straighten front bolster (major)	BID	N/A	
CHF-10B	Insert front bolster (6" x 6")	1.50	90.0	
CHF-10C	Insert front bolster (6" x 12")	1.75	105.0	
CHF-10D	Insert front bolster (6" x 18")	2.25	135.0	
CHF-10E	Section front bolster (6" x 6")	2.50	150.0	
CHF-10F	Section front bolster (6" x 12")	3.50	210.0	
CHF-10G	Section front bolster (6" x 18")	4.50	270.0	
CHF-12	Replace front bolster	BID	N/A	
CHF-19	Straighten rear bolster (minor)	1.50	90.0	
CHF-19A	Straight rear bolster (major)	BID	N/A	
CHF-21	Replace rear bolster	BID	N/A	
CHF-22	Straighten gooseneck rails	BID	N/A	
CHF-23	Replace king pin	BID	N/A	
CHF-24	Replace pick-up plate	BID	N/A	

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,051
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,051
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHF-24A	Replace mudflap bracket	1.00	60.0	
CHF-24B	Replace mudflap retainer strip	0.50	30.0	
CHF-25	Replace cross member	1.50	90.0	Each
CHF-27	Insert cross member	0.50	30.0	
CHF-27A	Repair cracked welds on cross member	0.50	30.0	First weld; 0.25 ea thereafter up to 2.00 hrs max.
CHF-29	Replace cross member gusset	0.50	30.0	
CHF-29A	Weld cross member gusset	0.10	6.0	Per weld
CHF-30	Straighten/align main rails (minor)	BID	N/A	
CHF-30A	Straighten/align main rails (major)	BID	N/A	
CHF-31	Repair slider assembly	BID	N/A	
CHF-31A	Tighten/Replace Slider Bolts	0.50	30.0	
CHF-32	Replace mud flap	0.25	15.0	One
CHF-32A	Replace mud flap	0.50	30.0	Pair
CHF-35	Straighten mud flap bracket	0.25	15.0	For up to 2 repairs.
CHF-35A	Straighten & weld mud flap bracket	0.50	30.0	1 Bracket only
CHF-35B	Straighten & weld mud flap bracket	0.75	45.0	2 Brackets only
CHF-36	Replace license plate backing plate	1.00	60.0	
CHF-37	Install license plate and registration	0.50	30.0	
CHF-37A	Install registration only	0.25	15.0	
CHF-38	Install decals (four sides)	1.00	60.0	
CHF-39	Stencil unit No. or pool markings	0.25	15.0	Each
CHF-39A	Stencil unit No. or pool markings	0.75	45.0	Four sides
CHF-40	Replace dock bumpers	0.25	15.0	Each, Two holes (includes welding bolts)
CHF-40A	Replace dock bumpers	0.50	30.0	Each, Four holes (includes welding bolts)
CHF-41	Replace document holder	0.25	15.0	

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,052
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,052
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHF-41A	Replace document holder cover	0.10	6.0
CHF-42	Replace/Install FHWA plate	0.25	15.0
CHF-43	Resecure conspicuity tape	0.25	15.0

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CODE:	LABOR DESC.:	MnHr	Min	COMMENTS:
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CHL-T&M	LANDING GEAR			
CHL-01	Replace sand shoe	0.25	15.0	
CHL-01A	replace sand shoe axle	0.25	15.0	
CHL-01B	Replace sand shoe and axle	0.50	30.0	
CHL-02	Repair/replace sand shoe axle housing	0.50	30.0	
CHL-03	Straighten crank handle/retainer	0.25	15.0	
CHL-04	Replace crank handle	0.10	6.0	
CHL-04A	Replace crank handle retainer	0.25	15.0	
CHL-05	Replace/repair leg top cover	0.10	6.0	
CHL-06	Replace cross over shaft	0.75	45.0	
CHL-06A	Straighten cross over shaft	0.25	15.0	
CHL-07	Resecure landing leg braces	0.50	30.0	
CHL-07A	Tighten/Replace Leg Bolts	0.25	15.0	
CHL-08	Replace horizontal cross brace	0.75	45.0	Using channel brace
CHL-09	Replace diagonal brace	0.50	30.0	Additional Braces .25
CHL-09A	Straighten brace	0.25	15.0	
CHL-10	Straighten/align landing leg without ear bracket	1.00	60.0	
CHL-10A	Straighten/align landing leg with ear bracket	1.50	90.0	Ear bracket included
CHL-11	Replace mounting bracket (leg box)	2.50	150.0	
CHL-12	Replace leg brace bracket	0.75	45.0	(Ear bracket)
CHL-13	Replace roll pin	0.25	15.0	

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,053
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,053
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHL-14	in gear box Replace crank/pinion shaft (JOST)	0.50	30.0	JOST ONLY
CHL-14A	Replace high-low shaft	1.00	60.0	
CHL-15	Replace/repair gear box cover	0.25	15.0	
CHL-16	Rebuild gear box (complete)	1.75	105.0	
CHL-17	Retime legs	0.25	15.0	
CHL-18	Straighten/ resecure/tighten gear box	0.50	30.0	
CHL-20	Replace leg set	3.00	180.0	Without braces
CHL-20A	Replace one leg	2.00	120.0	Without braces
CHL-21	Straighten leg brace mounting bracket	0.50	30.0	

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CODE:	LABOR DESC.:	MnHr	Min	COMMENTS:
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CHS-T&M	SUSPENSION			
CHS-01	Replace radius rod (adjustable)	2.00	120.0	
CHS-01A	Replace radius rod (non-adjustable)	1.50	90.0	
CHS-03	Replace "U" bolts	1.00	60.0	Per set/one side of axle
CHS-04	Replace "U" bolt spacer plate	1.00	60.0	
CHS-05	Replace leaf spring	1.50	90.0	
CHS-05A	Replace three leaf spring	BID	N/A	
CHS-06	Replace spring seat	BID	N/A	
CHS-07	Replace spring saddle	BID	N/A	
CHS-08	Replace/repair spring hanger	BID	N/A	Front or rear
CHS-09	Replace equalizer hanger	BID	N/A	
CHS-10	Replace hanger cross brace	BID	N/A	
CHS-11	Replace wheel (five spoke hub)	1.75	105.0	Includes oil seal
CHS-12	Remove wheel	0.50	30.0	
CHS-13	Replace wheel stud/nut	0.25	15.0	No drill/tap required, per



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,054
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,054
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHS-13A	Replace wheel stud/nut	0.75	45.0	wheel Drill/tap required, per wheel
CHS-14	Replace wheel lug/clamp	0.25	15.0	1,2; includes gasket
CHS-15	Inspect wheel bearing	1.50	90.0	One wheel
CHS-15A	Replace wheel bearing	2.00	120.0	Includes oil seal
CHS-16	Replace wheel oil seal	1.25	75.0	One wheel
CHS-16A	Replace wheel oil seal	2.50	150.0	One axle
CHS-16B	Replace wheel oil seal	5.00	300.0	Two axles
CHS-17	Replace hub cap	0.25	15.0	Includes gasket
CHS-17A	Replace hub cap plug	0.25	15.0	1-4 plugs
CHS-17B	Replace hub cap gasket	0.25	15.0	
CHS-19	Align axles	1.00	60.0	
CHS-20	Remove and replace axle	2.00	120.0	
CHS-20A	Remove axle and strip for straightening	4.00	240.0	
CHS-20B	Reassemble and reinstall axle	4.00	240.0	

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CODE:	LABOR DESC.:	MnHr	Min	COMMENTS:
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CHT-T&M	TIRES			
CHT-01	Replace wheel spacer	0.50	30.0	N/C with tire switch
CHT-02	Replace rim	0.75	45.0	N/C with tire switch
CHT-03	Repair flat, (incl. wheel swing, dismount/mount.)	1.00	60.0	(parts extra)
CHT-05	Wheel swing/ Tire swing - OUTSIDE premounted Tires	0.50	30.0	OUTSIDE TIRE ONLY
CHT-05A	Wheel swing/ Tire swing - INSIDE premounted Tires	0.50	30.0	INSIDE TIRE ONLY
CHT-07	Check pressure above 40 psi	0.25	15.0	Note pre-existing tire pressure on



YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 2,000,056
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancel Original	Cancel Page 2,000,056
SECTION 2 - RULES	CORR: 0	Issued: 21Jul2020

Items with effective dates prior to page Issue Date are brought forward without change.  
Future effective items are preceded with a > symbol.

RULE 10: MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES (Continued)

CHC-03	Washout Container Steam clean	0.50	30.0	
CHC-04	Container Estimate charge	0.50	30.0	
CHC-05	Chassis estimate charge	0.50	30.0	
CHC-06	Genset estimate charge	0.50	30.0	
CHC-07	Consumables Charge	\$5.50	N/A	Expense Items 1x charge per work order

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CODE:	LABOR DESC.:	MnHr	Min	COMMENTS:
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CHI-T&M	INSPECTION PROGRAMS			
CHI-01	BIT Inspection	0.75	45.0	
CHI-02	FHWA Inspection	1.00	60.0	
CHI-03	FHWA Inspection Sticker Only	0.25	15.0	

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- Notes:
1. Tariff rates are established as time increment or flat rate charged.
  2. Tariff rates are applicable against general in-service repairs.
  3. Major damage and exceptionally severe circumstances are subject to estimate/bid.
  4. Tariff rates are labor costs only. Parts required to effect repairs are at additional cost.
  5. Parts purchased and stocked by YTI shall be charged at list price plus 15%
  6. Repair estimates provided by YTI which do not result in a subsequent repair shall be charged at 30 minutes
  7. Consumables charge shall be added to all work orders for expense items.
  8. Repair Limits  
For equipment on the its facility, YTI maintains the right to make repairs without prior authorization from the equipment owner provided total repair charges to not exceed the following thresholds:  
Containers - \$500.00  
Gensets - \$500.00  
Chassis - 3 Man Hours of work, plus 3 tires, plus Preventive Maintenance (PM)

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page .001
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page .001
Section 4 - COMMODITIES AND RATES	CORR: 0	Issued: 21Jul2020

Except as otherwise provided, rates apply per 1000 KGS or 1.000 CBM. Effective Dates shown below.  
 Items with effective dates prior to page Issue Date are brought forward without change.  
 Future effective items are preceded with a > symbol.

TRI	Rate	RBasis	Size & Type	Effective Thru	Expires	Publish	Amend
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YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page 100,001
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 100,001
TABLE OF CONTENTS	CORR: 0	Issued: 21Jul2020
SUBJECT	RULE	PAGE
ABBREVIATIONS AND SYMBOLS -----	1-010	2,000,003
APPLICATION OF RATES, CHARGES AND FEES, AND RULES AND REGULA -----	2-010	2,000,007
CLEAN AIR ACTION PLAN & VESSEL SPEED REDUCTION PROGRAM -----	3	2,000,027
CREDIT LIST -----	2-110	2,000,019
DAMAGE TO PROPERTY -----	2-090	2,000,017
Definition of Location Groups -----	---	104,001
DEFINITIONS -----	1	2,000,001
DELINQUENT INVOICES -----	2-130	2,000,023
DOCKAGE -----	5	2,000,030
EMERGENCY RELIEF CARGO -----	2-150	2,000,025
ENFORCEMENT OF RULES AND REGULATIONS -----	2-070	2,000,015
FREE TIME, WHARF DEMURRAGE, WHARF STORAGE -----	7	2,000,035
FURNISHING REQUIRED DOCUMENTS -----	2-100	2,000,018
GENERAL RULES AND REGULATIONS -----	2	2,000,006
LIABILITY, INDEMNITY AND LIMITATION OF LIABILITY -----	2-030	2,000,009
Location Group Definitions -----	---	104,001
MAINTENANCE AND REPAIR TARIFF & STANDARD TASK TIMES -----	10	2,000,047
MARINE TERMINAL OPERATOR RATE SCHEDULE -----	1-030	2,000,005
ON TERMINAL CHASSIS USE, STORAGE, AND REPAIR -----	8	2,000,037
PORT CHARGES HOW ENFORCED -----	2-050	2,000,013
RIGHT OF INSPECTION -----	2-060	2,000,014
RIGHT TO INTERPRET AND APPLY RATES, CHARGES, FEES, RULES AND -----	2-020	2,000,008
SCHEDULE OF RATES -----	9	2,000,039
SHIPPERS' REQUESTS AND COMPLAINTS -----	2-160	2,000,026
TERMS AND CONDITIONS OF PAYMENT -----	2-120	2,000,020
TIME TO COMMENCE SUIT -----	2-040	2,000,012
U.S. GOVERNMENT CARGOES -----	2-140	2,000,024
UNITS OF WEIGHT AND MEASURE -----	1-020	2,000,004
VERIFIED GROSS MASS -----	4	2,000,028
WHARFAGE -----	6	2,000,032
WILLFUL DAMAGE TO PROPERTY -----	2-080	2,000,016

YUSEN TERMINALS LLC - FMC Tariff No. T-1	Orig/Rev Original	Page END PAGE
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page END PAGE
END PAGE	CORR: 0	Issued: 21Jul2020