



**TERMINAL TARIFF NO.001**

Issued January 11, 2021  
Effective January 11, 2021

**GOVERNING  
CHARGES, RULES and REGULATIONS**

**ON**

**EXPORT, IMPORT, INTERCOASTAL & COAST WISE TRAFFIC**

**AT**

**REPAUNO PORT & RAIL TERMINAL**

**LOCATED**

**AT**

**GIBBSTOWN, NEW JERSEY**

**IMPORTANT NOTE: THIS ELECTRICALLY PUBLISHED DOCUMENT IS ISSUED SOLELY FOR THE  
CONVENIENCE OF OUR CUSTOMERS.**

**c/o DELAWARE RIVER PARTNERS LLC**

**200 N. Repauno Avenue**

**Gibbstown, NJ 08027**

**Phone: (856) 224-7000**

## **TERMINAL TELEPHONE NUMBERS**

**MAIN OFFICE**

**(856) 224-7000**

**(856) 224-7083 (FAX)**

**SALES & MARKETING**

**(610) 742-8993**

**CREDIT & BILLING**

**(856) 687-5478**

**TERMINAL CUSTOMER SERVICE** **(856) 224-7000**

**SECURITY**

**(856) 224-7008**

**(24 HOUR A DAY MANNED TELEPHONE)**

## **SECTION I – GENERAL RULES**

### **Item 0400 APPLICATION OF TARIFF AND AMENDMENTS**

APPLICATION OF TARIFF AND AMENDMENTS – this tariff and its provisions are applicable to Repauno Port & Rail Terminal only. Charges, rates, rules and regulations published in this tariff shall apply on and after the effective date of this tariff or amended pages or special supplements thereof. This tariff is subject to change without notice, except as required by law. Repauno Port & Rail Terminal shall be the sole judge as to the interpretation of this tariff. If a written agreement exists between a user of the Facility and Repauno Port & Rail Terminal and a term or condition contained in the agreement directly conflicts with any term or condition of this tariff or its amendments, then the term or condition contained in the written agreement shall prevail.

### **Item 0410 CONSENT TO THE TERMS OF THE TARIFF**

The use of the Facility - referred to as Repauno Port & Rail Terminal - shall constitute consent to the terms and conditions of this tariff, and is a tacit agreement on the part of all vessels, their owner and agents, and other users of the Terminal, to pay all charges specified in this tariff, or any other applicable tariff, and be governed by all the rules and regulations contained herein and therein, respectively. Parties using Repauno Port & Rail Terminal are required to abide by any and all city, state and federal regulations – including, but not limited to OSHA, U. S. Coast Guard, E.P.A., U.S. Customs, D.O.T. – and will be held responsible for any violations of these regulations.

### **Item 0420 DISPUTES OR CLAIM PROTOCOL**

ANY DISPUTE OR CLAIM arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in Gibbstown, New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered by any appropriate court located in Gloucester County, New Jersey. In the event that any other judicial action is required, it is agreed by the parties of this Agreement that the Courts of New Jersey shall have jurisdiction in all claims, disputes and actions arising under this Agreement, and that the laws of the state of New Jersey shall govern all claims and disputes hereunder.

### **Item 0430 GENERAL APPLICATION**

GENERAL APPLICATION of this tariff applies to all cargo moving over the facilities of Repauno Port & Rail Terminal, by any conveyance, herein referred to as the “Terminal”. Charges published in this tariff may be assessed and collected by the Terminal on cargo delivered to, or received, from water, rail or motor carrier and shall be in addition to rates for transportation to or from the port. Cargo will not be received or delivered unless proper documents are furnished and credit has been established. The berths and piers operated by the Terminal must be kept open and fluid. The Terminal is not obligated to provide services that are beyond the capacity of its labor, equipment or facilities.

### **Item 0440 GOVERNING LAW**

The terms and conditions under which goods are held and described in this Tariff are performed, and governed by the laws of New Jersey and the general maritime law of the United States, whichever is properly applicable thereto.

### **Item 0450 HOLIDAYS**

HOLIDAYS are days on which the Terminal is closed. Arrangements can be made, in advance, for activity on holidays. That activity would be invoiced on an overtime basis.

Holidays that fall on a Saturday will be observed on a Friday and holidays that fall on a Sunday will be observed on a Monday. The days listed below and any other holidays, as may, from time to time, be determined by the Terminal Operator.

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve

**Item 0460 LIABILITY**

Delaware River Partners LLC (d/b/a Repauno Port & Rail Terminal) assumes no liability or responsibility for loss or damage to freight or cargo handled or transshipped through its terminal, or remaining within its premises at any time, including, but not limited to, loss or damage caused by strike, fire, water, acts of God, theft or other causes. Repauno Port & Rail Terminal shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. IN NO CASE, SHALL REPAUNO PORT & RAIL TERMINAL BE LIABLE FOR DAMAGE, LOSS, NON-DELIVERY OR MIS-DELIVERY IN EXCESS OF \$500.00 PER PACKAGE OR NON-PACKAGED OBJECTS UNLESS THE SHIPPER, CONSIGNEE, TRUCKER, RAILROAD OR OTHER INLAND CARRIER, OR THEIR REPRESENTATIVE, PRIOR TO COMMENCEMENT OF SUCH SERVICES, OR USE OF SUCH FACILITIES, DECLARES A HIGHER VALUE AND PAYS TO REPAUNO PORT & RAIL TERMINAL, IN ADDITION TO THE OTHER CHARGES FOR SUCH SERVICES, A PREMIUM AS NEGOTIATED BETWEEN THE PARTIES. In no event will the premium be less than 1% of the declared value. In such event Repauno Port & Rail Terminal shall be liable for the full declared value of each such package or not packaged object for damage resulting from its failure to exercise due and proper care in performing the service or affording the facilities provided for here. All claims against Repauno Port & Rail Terminal must be filed with the company within 90 days from the receipt or delivery of the cargo by Repauno Port & Rail Terminal and any suit against Repauno Port & Rail Terminal must be instituted within one year from the date of receipt or delivery of the said cargo by Repauno Port & Rail Terminal. Repauno Port & Rail Terminal assumes no liability for any vessel charges including demurrage. Repauno Port & Rail Terminal assumes no responsibility for consequential damages. Acceptance for use of any facility owned or operated by Repauno Port & Rail Terminal is a recognition that the cargo landed on or contained in such facilities is at risk and expense of the cargo owner. Any funds owed Repauno Port & Rail Terminal for services cannot be withheld to offset or satisfy claims against Repauno Port & Rail Terminal for loss or damages.

**Item 0470 LIEN**

ANY AND ALL SERVICES performed at the Terminal shall give rise to a lien in favor of Repauno Port & Rail Terminal against the vessel, container, chassis, or any other tangible property whatsoever.

**Item 0480 MARKED WEIGHTS AND CAPACITIES, RESPONSIBILITY FOR**

THE SHIP OWNER OR ITS AGENT, SHIPPER, EXPORTER accepts responsibility for the accuracy of marked capacity, tare, gross and net weights appearing on or declared for all containers and breakbulk cargoes offered to the Terminal Operator. Consequences for such deficiencies and or errors resulting in mis-deliveries, mis-stows or damages to cargo and/or Terminal property will be for the account of the culpable party.

**Item 0490 OPERATOR OF THE TERMINAL**

The Terminal reserves the absolute right to use of the facilities it operates, and permission for the use thereof must be obtained from the Terminal Operator.

**Item 0500 NOT A PUBLIC THOROUGHFARE**

The Terminal property is not a public thoroughfare and all persons, equipment or vehicles entering thereon do so at their own risk. The Terminal reserves the right to refuse admittance to the Terminal and to require the removal from the premises of any person, equipment or vehicle for any reason.

Only authorized personnel possessing a valid Transportation Worker Identification Credential (TWIC) card, engaged in Terminal or vessel related activities are permitted within fenced, secure areas of the Terminal.

**Item 0510 WARRANTY**

It is understood and agreed that the Terminal Operator, by performing services aboard ships or ashore, makes no warranty of its services and does not agree to indemnify the ship or any other person, firm or corporation for damages or expenses on account of liability for any reason.

**Item 0520 LIABILITY FOR EVENTS BEYOND ITS CONTROL**

REPAUNO PORT & RAIL TERMINAL IS NOT LIABLE FOR EVENTS BEYOND ITS CONTROL. No liability shall attach to Repauno Port & Rail Terminal or its customers if the terms of this Tariff cannot be performed due to Acts of God, war, governments, fire, explosion, civil commotion, strikes or other labor difficulties or any other cause outside the control of Repauno Port & Rail Terminal or its customers, except that customers shall pay their reasonable share of the cost of any services and/or facilities provided to the customers by Repauno Port & Rail Terminal during any such period of enforced inactivity as they relate to any ship or cargo of customers in berth, including the cost of watching personnel and such other employees as may be required to accommodate and protect the ships and cargoes of Repauno Port & Rail Terminal's customers.

**Item 0530 PERSONAL INJURY AND PROPERTY DAMAGE**

The VESSEL OWNER OR AGENT AND REPAUNO PORT & RAIL TERMINAL shall immediately notify the designated representative of the other, of any property damaged, or of any illness, or of any injury or death of any person which occurs during the operations at the Terminal. This notification shall occur immediately (as soon as such incidents are known wholly or in part). Furthermore, THE VESSEL OWNER OR AGENT AND REPAUNO PORT & RAIL TERMINAL shall cooperate fully with each other in developing full and complete information about the facts and circumstances of all such incidents, including the nature and the extent of the damages or injuries which resulted therefrom.

**Item 0540 DAMAGE TO THE FACILITY**

Users of the Terminal's property and facilities, including vehicles, common carriers, vessels, etc., their owners, agents and operators, shall be responsible for all damage resulting from the use of such property and facilities. The Terminal reserves the right to repair, replace, contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the Terminal property and facilities-- including but not limited to , damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, equipment, rail, shop facilities, water, heat, light, etc.—and furthermore, the Terminal holds the user or users, their vehicles, common carriers, vessels, their owners, agents and operators -- or any other parties, that may be in any way considered responsible for the damages, liable for payment of damages, together with all interests, cost and attorney's fees that may be incurred in the collection of the damage. The Terminal Operator may detain any vehicle, common carrier, vessel, watercraft, etc. that it may consider responsible

for any damage to the facilities until sufficient security has been given to cover all potential damages, interest, costs and attorney's fees. This item is not to be construed as holding a Terminal user liable for any portion of damages caused solely by the Terminal's or the Operator of the Terminal's negligence.

**Item 0550 TERMINAL GATE HOURS**

Normal gate hours will be from 0700-15:30 Monday through Friday, non-holiday. Gate hours may be changed or expanded at the Terminal Operator's discretion.

Both reefer and dry breakbulk cargoes require an appointment for loading and unloading. This appointment must be made by 1500 hours the business day before service is requested by emailing [info@repauno.com](mailto:info@repauno.com). There is no guarantee that trucks arriving unscheduled will be serviced the day of arrival.

A security fee may be assessed if special arrangements are made to service or screen an unscheduled truck. A cancellation fee of \$500 may be assessed to the carrier for trucks that cancel the day of the appointment or do not show.

**Item 0555 FUEL SURCHARGES**

The Terminal reserves the right to implement a fuel surcharge when deemed necessary by increased Terminal fuel cost. See Rates Section 1245 (Surcharges).

**Item 0560 TERMINAL RIGHTS**

The Terminal reserves the right to control and perform the loading, unloading, handling, cooperating, reconditioning, fumigation, weighing and sampling of all freight and cargo on premises and facilities under its control.

**Item 0570 WAIVER OF SOVEREIGN IMMUNITY**

Any user of the Terminal facilities, in consideration for service performed, waives any defense of sovereign immunity to charges, fees or damages sought to be recovered by the Terminal.

**Item 0580 WAREHOUSE UNAVAILABILITY**

The Terminal does not provide covered storage and the Terminal assumes no responsibility for cargo damage.

**Item 0590 WELDING, BURNING, HOT WORK**

The use of welding equipment and cutting torches is strictly prohibited without prior permission of the proper governmental authorities and the Terminal Operator.

**Item 0600 WRITTEN INSTRUCTIONS**

To ensure the proper disposition and processing of cargoes -- Agents, Foreign Freight Forwarders, Custom House Brokers, and owners of cargo shall furnish all instructions in writing.

**Item 0610 INSURANCE REQUIREMENTS**

All vessels berthed at the Terminal must have acquired and maintain for while at the Terminal the following types of insurance:

- Hull and Machinery insurance covering all owned and/or operated watercraft related to this project. Such coverage shall be written on the American Institute Hull Clauses (6/2/1977) or equivalent and shall include full collision and tower's liability, if not provided under the Protection and Indemnity coverage. Amount of coverage shall be equal to the fair market value of the hull and machinery. Any "as owner" or "other than owner" limitations of liability are to be deleted or amended not to apply to Operator.
- Protection and Indemnity Insurance covering all owned and/or operated watercraft related to this project. Such coverage shall be written by a P&I Club which is a member of the International Group of P&I Clubs or on the SP23 (1956) form or equivalent and shall include full collision and tower's liability, if not provided in the Hull & Machinery coverage. Coverage also to include contractual liability extension, crew liability, wreck removal and excess collision and tower's liability (excess of any collision and tower's liability provided in the Hull and Machinery coverage). Limits of liability shall not be less than \$10,000,000 each vessel separately insured with Operator named as an additional insured with waiver of subrogation in favor of Operator. Any "as owner" or "other than owner" limitations of liability are to be deleted or amended not to apply to Operator.
- Vessel pollution insurance (if not already provided for in the P&I above) covering all owned or operated watercraft used in performing the services. This coverage must be written on the Water Quality Insurance Syndicate policy form, or equivalent, and must include bodily injury. Limits of liability will be in accordance with OPA90, but will be not less than USD \$10,000,000 each occurrence. The vessel owner or operator must also have Certificate of Financial Responsibility pursuant to OPA90, Coast Guard Regulations and if applicable, the State of New Jersey. Any "as owner" or "other than owner" limitations of liability are to be deleted or amended not to apply to Operator.

## **SECTION II – DOCK RULES**

### **Item 0710 INCORPORATION OF DOCK RULES**

The Terminal has adopted the Dock Rules, last revised December 2020 and they apply to all vessels berthed at the Terminal.

### **Item 0720 DOCKAGE**

Dockage will be assessed against a vessel when said vessel is made fast to the wharf, bulkhead or to another such vessel so berthed, and shall continue until said vessel has completely vacated the berth. Dockage charges so assessed will be based on the highest net registered tonnage of the vessel for the period of time the vessel remains at the berth.

### **Item 0730 INDEMNIFY THE TERMINAL**

Where any loss, damage, injury, death or delay occurs aboard the vessel is caused, in whole or part by breakdown, or by failure or fault or negligence of the vessel's officers or crew, for which liability may be, or is thereafter asserted against the Terminal, or where any such loss damage, injury, death or delay is the basis for a claim against the Terminal -- THE VESSEL'S OWNERS OR AGENTS will indemnify and hold the Terminal harmless against any loss or damage that may be claimed, plus the costs of defense against such claims.

### **Item 0740 MOVEMENT OF VESSELS**

Vessels moored alongside vessels which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such vessels must, at the request of the Terminal Operator, temporarily move, if they, in the judgement of the Terminal Operator, are blocking the ingress or egress of a vessel ready to be docked or undocked. When vessels have finished discharging or taking on cargo, their privilege ceases to the use of the dock, pier, or bulkhead and such vessels must, at the request of the Terminal Operator, surrender the berth. The vessel must be off the berth within two hours of written notice.

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### SECTION III – RATES

#### **Item 1080 MINIMUM RECEIVING/DELIVERY CHARGE**

The minimum charge for this service will be \$100.00.

#### **Item 1090 LINEHANDLING**

In     Cost plus 15%  
Out    Cost plus 15%

#### **Item 1100 DOCKAGE**

- a. Self Propelled Vessels - \$.37 per net registered ton per 24 hour period or fraction thereof.  
(Minimum charge \$1,000.00)
  
- b. Non-Self Propelled Vessels –
  - Barges - \$4.00 per linear foot per 24 hour period or fraction thereof.  
(Minimum charge \$650.00)
  - Lash Barges - \$45.00 per barge per 24 hour period or fraction thereof.  
(Minimum charge \$650.00)

#### **Item 1110 VESSEL VACATING BERTH**

All vessels which are not being worked may be required to vacate their berths upon 2-hour written notice from the Terminal. Failure to promptly vacate a berth after receiving such notice to do so may result in the vessel being shifted, and any expense or damage to vessels or pier during such shifting shall be for the account of the vessel.

The Master or Captain of a vessel, alongside any wharf or pier, loading or discharging cargo, or from floating equipment from the off-shore side, must move such floating equipment upon 2 hour notice. At the expense of the vessel, in order to make way for and permit other vessels to come to or leave the wharf or pier. Any vessel not in compliance, will be liable for a penalty charge of \$2,000 per hour.

#### **Item 1120 PORT SECURITY FEE**

The following Port Security fees will be assessed against all cargo discharged or loaded at the Port:

<b>Commodity</b>	<b>Security Fee</b>
Break Bulk	\$0.30 per net ton (\$0.32 per MT)(G)
Vehicles	\$0.031 per unit (G)
Full Containers – only	\$1.29 per container (G)
Liquid Bulk	\$0.10 per net ton (\$0.11 per MT)(G)
Dry Bulk	\$0.10 per net ton (\$0.11 per MT)(G)
Livestock	\$0.31 per unit

**Note I:** Unless prior arrangements are made with the Terminal Operator, the parties responsible for the Port Security Fees are the same parties responsible for Wharfage.

#### **Item 1240 MISCELLANEOUS CHARGES**

- a.     Labor:                             Rates Available Upon Request
- b.     Material:                         Cost plus 20%