

# **The Andersons, Inc.**

## **Houston Export Elevator**

### **Grain Tariff**

Operated by: The Andersons, Inc.

Issued: August 1, 2020

*\*This tariff supersedes the LTG Houston tariff issued June 1, 2018*

## Section I – General Terms and Conditions

### ITEM NO. 1 – ELEVATOR OWNERSHIP

The Andersons, Inc. (hereinafter, “ANDE”) is the operator of the Houston Public Grain Elevator #2 located at 1500 S. Main Street, Galena Park, TX (hereinafter, “Elevator”) under a lease agreement with the Port of Houston Authority. The Andersons, Inc. is the sole owner of Lansing Trade Group, LLC. This tariff supersedes the previous tariff issued by Lansing Trade Group, LLC.

### ITEM NO. 2 – GRAIN

The term “grain” when used in this tariff shall mean all commodities defined as grain, except for sunflowers, in the regulations promulgated by the Secretary of Agriculture under the United States Warehouse Act. Rates quoted in this tariff apply only to wheat, corn, grain sorghum and soybeans. Rates to cover handling, storage and/or treating of other commodities will be supplied by ANDE upon request.

### ITEM NO. 3 – APPLICATION OF TARIFF

- (A.) This tariff, published and filed by ANDE, in accordance with legal requirements, is due notice to the general public, shippers, and carriers that the rates, rules, and regulations apply to all general traffic without specific notice, quotation to or arrangement with either shippers or carriers. ANDE shall be the sole judge of the interpretation of this tariff. The use of facilities and services, as mentioned herein, constitute a consent to the terms and conditions of this tariff, and evidence of an agreement on the part of all users of such facilities and services to pay all charges specified herein, and to be governed by all rules and regulations in this tariff. This tariff may be amended by ANDE from time to time without notice.
- (B.) The rates, rules, and regulations contained in this tariff shall apply equally to all users of the Elevator and grain shall be received, stored, and handled subject to the provisions of this tariff.
- (C.) ANDE may enter into written contracts with the United States of America or any agency thereof, providing for storage and service rates other than the storage and service rates provided herein. This shall be only applicable to grain, or a commodity defined in any such contract as grain, in which the United States of America, or the agency thereof contracting with ANDE, has an interest.
- (D.) ANDE may enter into a written contract with any person, firm or corporation on terms and conditions and for storage and service charges other than as set forth in this tariff, provided that such person, firm or corporation makes certain guarantees with respect to volume or otherwise. ANDE will enter in similar contracts on an equal basis with any other person, firm or corporation subject to the handling capacity of the Elevator.
- (E.) ANDE will undertake to furnish all services and/or facilities specified in this tariff with reasonable promptness.
- (F.) The most recent ANDE Grain Tariff takes precedence over The Port of Houston Authority’s Tariff #8. Should any item or circumstance arise that is not addressed in the ANDE Grain Tariff, the Port of Houston’s Tariff #8 will be applicable.
- (G.) A security surcharge will be assessed against and collected from all vessels, barges and cargo interests utilizing services or facilities at the Port of Houston in accordance with the notice filed with the Federal Maritime, Commissioned by the Gulf Seaports Marine Terminal Conference. The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchases, installation, maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105. These fees will be collected by ANDE or the Port of Houston by direct invoicing to the vessel’s agent, where applicable.

#### ITEM NO. 4 – RESPONSIBILITY FOR LOSS

ANDE will not be responsible for any loss or damage to grain while in storage or being handled from any cause whatsoever, including but not limited to, fire, frost, heat, flood, rain, the elements and/or any other weather-related condition (including tropical storms, hurricanes and like occurrences), acts of God, dampness, leakage, evaporation, natural shrinkage, rust, wastage or decay, animals, birds, rodents, insects, leakage or discharge from sprinklers or fire protection systems, collapse of buildings or structures, breakdown of plant, machinery or equipment, or by floats, bumpers, logs or pilings required in breasting vessels away from the wharf, or other causes beyond ANDE's control.

ANDE shall not be responsible for any loss, damage or delay arising from war, insurrection, embargoes, terrorist acts, acts of God, the elements and/or any other weather-related condition (including tropical storms, hurricanes and like occurrences), acts or failures to act of any governmental entity, shortage of labor, adverse navigation conditions, riots or strikes of any persons in its employ or in the service of others, or from any consequence arising therefrom, or from any cause not reasonably within its control, except where such loss or damage is solely a result of negligence on the part of ANDE. ANDE shall not be responsible for any special or consequential damages suffered by any party including, but not limited to, demurrage, detention, loss of despatch time, or inability to fulfill contracts with third parties.

#### ITEM NO. 5– PAYMENT OF CHARGES

All invoices issued by the ANDE are due and payable upon presentation to vessels, their agents, or any other firms, persons or corporations utilizing an ANDE owned or operated facility for both grain related and vessel services. Any invoice issued by ANDE, which is unpaid thirty (30) days from the date the invoice was issued, shall be considered to be delinquent. Any invoices that are or become delinquent on or after thirty (30) days will be assessed an interest charge of twelve (12%) percent per annum of the amount of the invoice and shall be due and owing from the date of delinquency until paid. Such interest charges shall be calculated on a per annum basis of three hundred sixty-five (365) days.

#### ITEM NO. 6 – LIABILITY FOR PROPERTY DAMAGE

All users of any of the Elevator facilities shall be held responsible for any and all damage to the property occasioned by them. Any such damage shall be repaired and the costs of such repairs shall be for the account of the person responsible for the damage. Repairs may be made by contract, in which instance the actual cost to ANDE will be invoiced to the responsible party. For repairs performed by ANDE repairs made be made by ANDE, the cost of labor and materials plus twenty (20) percent will be invoiced to the responsible party.

#### ITEM NO. 7 – HOLIDAYS

With regard to this tariff, the following days shall be designated as holidays:

New Year's Eve Day	New Year's Day	Martin Luther King Day	President's Day
Good Friday	Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve Day	Christmas Day	Day after Christmas Day	

and any other days designated as holidays by City of Houston, the State of Texas or the United States Government. If a holiday occurs on a Saturday, the preceding Friday shall be deemed a holiday. If a holiday occurs on a Sunday, the following Monday shall be deemed a holiday.

#### ITEM NO. 8 – STRAIGHT TIME HOURS

Straight time hours are 0700 hours to 1200 hours and 1300 hours to 1600 hours, Monday through Friday, holidays excepted. If labor is called for a straight time period, there will be a four (4) hour minimum elevator work guarantee for each ordering period.

#### ITEM NO. 9 – OVERTIME HOURS

Overtime shall be considered as any hours in excess of 8 hours on each weekday (Mon-Fri) and/or any hours on Saturday, Sundays, or holidays as defined in this tariff. Overtime requests must be made to ANDE no later than 1300 hours of the day preceding the last straight time work day prior to the start of the requested overtime period. If labor is called for an overtime period, there will be a four (4) hour minimum elevator work guarantee for each ordering period.

## **Section II – Grain Terms and Conditions**

### **ITEM NO. 1 – RECEIPT OF GRAIN**

All grain will be received, stored, handled, and loaded from the Elevator subject to the rules, conditions and charges provided in this tariff. All rates and charges published in this tariff cover work performed on a straight time basis. Overtime work will only be performed as noted below. All grain received is considered to be deposited for storage in accordance with the U.S. Warehouse Act unless the owner of the grain or his agent requests otherwise prior to the time of the receipt of the grain and ANDE agrees thereto. This tariff is subject to the regulations for Grain Warehousemen pursuant to the U.S. Warehouse Act.

### **ITEM NO. 2 – INSURANCE**

ANDE will provide fire and extended coverage insurance for the market value of grain stored in the Elevator and in railroad cars on railroad tracks adjacent to and within one hundred yards of the Elevator. The cost of such insurance is included in the rate for receiving grain as enumerated in Section III, Item No. 1 A.) and B.). This insurance coverage shall not include any freight, demurrage, storage or other charges that may have accrued prior to or subsequent to the date of unloading of the grain.

### **ITEM NO. 3 – SAMPLING AND INSPECTION**

All grain received into the Elevator must be sampled and inspected before being received into the Elevator. Such sampling and inspection must be performed by representatives of the USDA or by a private inspection agency as designated by the owner of the grain and approved by ANDE. All grain being loaded out of the Elevator for export must be sampled and inspected by representatives of the USDA. All fees for sampling and inspection are in addition to the charges specified in this tariff and may be assessed directly against the owner of the grain, but if such charges are assessed to or directly paid by ANDE, such payment shall be for the account of the owner of the grain.

### **ITEM NO. 4 – WEIGHING**

All grain received into the Elevator must be weighed on the Elevator scales under the supervision of a state licensed Public Weigher employed by or under the supervision of ANDE. All grain being loaded out of the Elevator for export must be weighed by a licensed Public Weigher and supervised by representatives of the USDA. All fees for weighing are in addition to the charges specified in this tariff and may be assessed directly against the owner of the grain, but if such charges are assessed to or directly paid by ANDE, such payment shall be for the account of the owner of the grain.

### **ITEM NO. 5 – STORAGE AND BINNING**

In the absence of specific instructions for special binning, grain will be commingled in bins containing the same kind and grade of grain regardless of ownership. Upon request by the owner of the grain, ANDE may agree to store grain in special bins ("Identity Preserved"). In such case, charges, which are negotiated between ANDE and the owner of the grain, will apply rather than the regular tariff charges. The grain depositor acknowledges that minimal weight losses arise from the handling process (shrink) and that such loss, not exceeding 0.25% of the total weighed volume received shall be deducted from the official or certified weights.

### **ITEM NO. 6 – TRANSFERRING, TURNING, AND CLEANING OF GRAIN**

The transferring, turning, or cleaning of grain will be performed when requested by the owner of the grain and agreed to by ANDE, or as deemed necessary by ANDE without prior knowledge or consent of the owner of the grain at the rates specified in this tariff. All expenses of such operations are for the account of the owner of the grain. Any shrinkage or loss in weight, protein or grade resulting from transferring, turning, or cleaning of grain shall be borne by the owner of the grain.

### **ITEM NO. 7 – INFESTED GRAIN**

ANDE reserves the right to refuse to accept or unload grain infested by insects until such grain is fumigated to the satisfaction of ANDE. The cost of such fumigation shall be for the account of the owner of the grain. Fumigation of infested grain in the Elevator will be performed when requested by the owner of the grain and agreed to by ANDE, or as deemed necessary by ANDE without prior knowledge or consent of the owner of the grain at the rates specified in this tariff. All expenses of such fumigation shall be for the account of the owner of the grain.

#### ITEM NO. 8 – UNMERCHANTABLE OR OUT OF CONDITION GRAIN

ANDE reserves the right to refuse any grain, which, in its judgement, is unmerchantable or unfit to be received and stored in the Elevator. If ANDE elects to receive such unmerchantable or unfit grain into the Elevator, all charges shall be set by ANDE taking the actual condition of the grain into account. If any grain becomes infested or otherwise goes out of condition while in store, ANDE reserves the right to terminate storage and to order the removal of such grain. If such grain is not removed within the time specified in the Notice to Remove, ANDE shall have the right to remove and dispose of such grain at the expense of the owner of the grain.

#### ITEM NO. 9– WAREHOUSE RECEIPTS

Warehouse receipts will be issued, upon request, at the time the grain is received. Grain will be delivered only upon written instructions from the owner of the grain, surrender of the warehouse receipt(s), properly endorsed, and payment of all accrued charges on the grain.

#### ITEM NO. 10 – SEQUENCE OF UNLOADING

To the extent practicable, all rail cars and trucks will be unloaded in the order in which they arrive at the Elevator. However, ANDE reserves the right to alter the unloading sequence at any time when in ANDE's opinion such alteration would be in the best interest of the Elevator's efficient operation.

#### ITEM NO. 11 – OWNER'S LIABILITY

All grain, from the time it is received into the Elevator until it is delivered therefrom, is placed in the Elevator at the owner's risk of depreciation in quality and loss in weight from any causes whatsoever that could not have been avoided by the exercise of a degree of care which a reasonably careful owner would exercise under similar conditions and circumstances.

#### ITEM NO. 12 – OVERTIME WORK (GRAIN)

Whenever, in ANDE's judgement, it shall be deemed necessary to perform any services or operations on overtime, ANDE reserves the right to perform such services or operations and all costs for such shall be for the account of the owner of the grain. ANDE reserves the right to refuse to work overtime even though the owner of the grain has requested such.

### **Section III – Vessel Terms and Conditions**

#### ITEM NO. 1 - DEFINITION OF VESSEL

Wherever the word "vessel" appears in this tariff, it shall mean only a dry cargo, self-trimming bulk carrier of a type customarily engaged in the carriage of grain. Other types of vessels will only be accepted for loading at the discretion of ANDE and under such terms, conditions, and rates as are negotiated in each instance.

#### ITEM NO. 2 – BERTH APPLICATION/NOTICE OF READINESS

Prior to occupying a berth at the Elevator, the vessel must apply to ANDE to receive permission to occupy the berth via a berth application. The vessel shall be considered ready to load when the signed berth application is acknowledged in writing by ANDE, and the Notice of Readiness (NOR) has been tendered to ANDE or ANDE's designated representative. NOR filings shall be done within the hours of 0900 and 1600 hours local on Monday-Friday and 0900-1200 hours local on Saturdays. Sundays and holidays, as described in this tariff, are excluded as filing days. Filings shall be acknowledged 30 minutes after the time of the last pass, subject to them being provided during the aforementioned hours.

The filing of such berth application and supporting certificates shall constitute an agreement that the Master, owner's manager, operator or other duly authorized representative of the vessel shall deliver to ANDE signed, written Mate's Receipt acknowledging the quantity received onboard according to the Elevator's description and tally with no qualifications whatsoever. Also, the filing of such berth application and its acceptance by ANDE shall constitute a contract between ANDE and the vessel and/or her owners and/or her agents confirming their agreement to abide by the rules, regulations and rates of this tariff.

Whenever one or more vessels are waiting to load or whenever the elevator is declared by its management to be threatened with congestion, the elevator management, in its sole discretion, may require a vessel to work overtime at the vessel's expense. Any vessel, their owner's or charterer's, refusing to work overtime at their expense shall vacate the Elevator berth on order of the Elevator Manager and will again be placed on turn at his discretion. Any ship or barge, her

owner's or charterer's, failing to timely vacate the elevator berth when so ordered shall be subject to payment of additional dockage charges at the rate of \$2,500 per hour or fraction thereof.

Any vessel filing a berth application with the Elevator certifies by their filing that the vessel will meet Elevator Air Draft requirements, which can be obtained by the vessel agent from the elevator upon request, prior to arrival.

Subject to the provisions set forth below, vessels shall be assigned a berth for the purpose of loading grain in the order in which they file the following documents with ANDE:

- (A.) A properly executed ANDE berth application form, as provided By and filed with ANDE, along with appropriate advance funds as determined by ANDE Management.
- (B.) A National Cargo Bureau Certificate of Readiness indicating that the vessel's holds have been prepared in accordance with the Regulations of the United States Coast Guard and the Code of Federal Regulations so far as applicable, and in accordance with the recommendations of National Cargo Bureau, Inc.
- (C.) A USDA Stowage Examination Certificate indicating that the holds in which grain is to be loaded are found to be substantially clean, dry, free of insect infestation, and suitable to maintain the quality of the grain.
- (D.) Evidence that the vessel has been entered with United States Customs and Border Protection.
- (E.) Evidence that the vessel has been tendered to and accepted by the charterer or his agent.
- (F.) The tendering of a Notice of Readiness (NOR) to ANDE, or ANDE's designated representative.
- (G.) Any other documentation that may be required by law, custom, regulation or elevator rules.

No NOR submitted by the vessel will be valid and the vessel will not be accepted into the Elevator loading line-up until the vessel is at the closest available layberth or anchorage to the Elevator and is upstream of Channel Marker Light 75.

#### ITEM NO. 3 – VESSEL AVAILABILITY

After being accepted into the Elevator loading line-up or during the course of loading, the Vessel shall maintain in a "current" status, without lapses, all of the above-mentioned items in Section III, Item No. 2, A through G. Additionally, vessels will not be considered in a "current" status if they are unable to proceed to the berth for loading as directed by Elevator management, regardless of their status as defined in Section III, Item No. 2, A through G. Failure to maintain "current" status may result in the berth application and NOR being canceled, a Dead Berth charge as per Section IV, Item No. 10 being assessed and/or the vessel subsequently being ordered to vacate the berth and/or lose its position in the loading rotation.

After filing at the elevator, the vessel must inform ANDE immediately if any event renders the vessel not fully ready to load or which would prohibit or interfere with the vessels' shift into the Elevator berth. This shall include, but is not limited to, bunkering, repairing, US Coast Guard restrictions or any other event that may impact ANDE's ability to load the vessel. Should the vessel fail to notify ANDE of such condition and the vessel is not able to come to the berth when called, ANDE, in its sole discretion, may change the vessel's position in the loading rotation, cancel its filing, suspend laytime and/or impose a Dead Berth charge as per Section IV, Item No. 10 to the vessel.

#### ITEM NO. 4 – TUG ASSISTANCE

All vessels docking or undocking at the Elevator shall be required to use tug assistance in these operations. ANDE, at its sole discretion, may waive this requirement upon request.

#### ITEM NO. 5 – LOADING ROTATION

All vessels shall be loaded in the order in which they have filed a berth application with ANDE. However, ANDE, at its sole discretion, may alter the loading rotation of any vessel for the convenience and efficient operation of the Elevator.

#### ITEM NO. 6 – REINSPECTION

Despite the issuance of the certificates described in Section III, Item No. 2, ANDE, at its sole discretion, may require, either before or during loading, a reinspection of the vessel by the USDA to replace the original certificates. Additionally, ANDE may require certification from a competent and acceptable marine chemist or laboratory that all compartments designated for receiving grain are free from any unsafe or contaminating gases or odors. Should the vessel be determined to be unsuitable for loading upon such reinspection, ANDE reserves the right, in its sole discretion, to withdraw the berth assignment for such vessel, or if the vessel is in berth, to order the vessel to vacate the berth.

#### ITEM NO. 7 – OVERTIME WORK (VESSEL)

ANDE, at its sole discretion, may require a vessel to work overtime at the vessel's expense at any time. Any vessel which refuses to work such overtime shall vacate the berth in favor of the next vessel which is willing to work overtime. Vessels that request overtime work shall do so no later than 1300 hours of the day preceding the last straight time work day prior to the start of the requested overtime period. ANDE reserves the right to refuse to work overtime even though the vessel has requested such.

#### ITEM NO. 8 – LIABILITY AND INDEMNIFICATION

All vessels, their owners and/or their agents, shall be liable for all damages resulting from their use of the Elevator facilities. ANDE reserves the right to repair or contract for repairs of such damages in accordance with Section I, Item No. 6 of this tariff. ANDE reserves the right to detain any vessel responsible for any damage until security acceptable to ANDE has been given in the amount of the damage. All vessels, their owners and/or their agents, agree to indemnify and hold ANDE harmless from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including all court costs and attorney's fees incident to or resulting from their operations at the Elevator and use of the Elevator's facilities.

#### ITEM NO. 9 – NOTICE TO VACATE THE BERTH AND LIQUIDATED DAMAGES

Whenever a vessel is unable to load, refuses to load, or for any other reason is unable or unwilling to receive cargo, ANDE may order the vessel to vacate the berth within one (1) hour after such notice is delivered to the master, mate or agent of the vessel. Upon receipt of such notice the master shall sign, or cause to be signed, a clean Mate's Receipt with no notations whatsoever for the amount of cargo on board at that time.

If the vessel refuses or fails to vacate the berth within one (1) hour after receipt of such notice, ANDE shall be entitled to charge and recover as liquidated damages \$2,500 per hour, or fraction thereof, that the vessel remains in berth. Application for, and use of, the berth shall constitute agreement of the vessel that the aforementioned amount of liquidated damages accurately represents the loss to ANDE from its inability to use the berth for loading.

ANDE's right to recover liquidated damages shall not impair its right to compel removal of the vessel from the berth by any lawful means, nor constitute a waiver by ANDE of any greater actual damages (including special or consequential damages) it may have sustained as a result of the vessel's refusal to vacate the berth. If the vessel fails or refuses to vacate the berth when ordered by ANDE, dockage charges in accordance with Section IV, Item No. 6 of this tariff shall continue to accrue. If the vessel fails or refuses to vacate the berth when ordered by ANDE, ANDE may cause removal of the vessel by any lawful means and ANDE shall be entitled to recover all expenses incurred in doing so from the vessel and/or its agents. ANDE shall not be responsible for any damage to or loss incurred by the vessel in the course of removing the vessel from the berth in accordance with the pertinent provisions of this tariff.

Vessels must remain in safe seaworthy trim throughout loading to permit shifting out of berth should it become necessary for any reason. In the opinion of ANDE, if the weather or other navigation conditions warrant, any berthed vessel may be ordered at any time to vacate the berth and anchor in the approved anchorage area until conditions permit the vessel to return to berth.

Vessels shall promptly vacate the berth after the completion of loading. Any delays in vacating the berth shall be subject to the terms and conditions defined herein Section III, Item No. 9 (pertaining to liquidated damages, etc.).

#### ITEM NO. 10 – STRIKES

If a strike or other labor disturbance (whether by the vessel's crew or otherwise) involving a vessel at the berth or waiting for the berth will, in the sole judgement of ANDE, impede operations at the Elevator, ANDE may order such vessel to vacate the berth or refuse to accept it at the berth. If the vessel refuses to vacate the berth, it will be liable for liquidated damages in accordance with Section III, Item No. 9.

#### ITEM NO. 11 – LOADING

Immediately upon berthing and at all times, the vessel shall provide and/or maintain a safe and adequate gangway from the vessel to the dock, adequate lighting equipment and appropriate officers and crew aboard to permit loading of cargo on any day and at any time of the day or night. Vessels in the berth shall maintain taut lines at all times in order to avoid damage and injury to Elevator personnel and property. The Elevator can provide a gangway for the vessel when so requested by the vessel's agent. A charge of \$1,000 to set and remove the gangway with Elevator labor will be assessed to the vessels via the vessel's agent.

The owners, operators, master and/or agents of the vessel shall insure that the vessel will be loaded in such a manner that it will remain in seaworthy trim throughout the loading in order to permit shifting out of the berth should such become necessary.

#### ITEM NO. 12 – REPAIR WORK

There shall be no work or repairs of any kind to a vessel in the berth where such work or repairs may involve welding, burning, scraping or any "hot work" where there may be a possibility of sparks without the express written consent of ANDE. If ANDE approves such work, a gas free certificate issued by a competent marine chemist must be obtained and filed with ANDE prior to the commencement of work.

#### ITEM NO. 13 – BUNKERING AND SUPPLIES

Bunkering or loading of any other materials while the vessel is at the berth is prohibited without the express written consent of ANDE. The vessel or its agent must make its request for bunkering at least twenty-four (24) hours prior to berthing by submitting a request for bunkering or supplies in writing to ANDE Management. Should any vessel which is berthed at the Elevator take on bunkers or supplies without receiving consent of ANDE, the vessel and/or its agents shall be liable for a wharfage fee in the amount of \$5,000 per day for the duration of the time that the vessel occupies the berth.

#### ITEM NO. 14 – LOADING DELAYS

In order to minimize or avert delays on loading, vessels at the Elevator berth shall be subject to standby charges in accordance with Section IV, Item No. 8 of this tariff in the delay situations described below:

(A.) Ballasting/Air Draft:

Prior to the vessel's arrival at the loading berth, the vessel's agent shall confer with Elevator Management on current air draft limitations (water line to top of hatch combing). The vessel shall adjust ballast appropriately in advance so that loading and completions will not be delayed nor such condition unreasonably interfering with the loading process. Any failure to appropriately adjust air draft shall be the responsibility of the vessel and may result in standby charges being assessed as per Section IV, Item No. 8.

(B.) Opening/Closing of Hatches:

A vessel has fifteen (15) minutes to open all hatches and be load-ready after the hour for which labor has been called. Those vessels whose equipment does not permit opening of the hatches within fifteen (15) minutes must open their hatches prior to the labor call and be ready to load within fifteen (15) minutes after the hour for which labor has been called. Any delays, which occur because the vessel's hatches are not open within fifteen (15) minutes after the hour for which labor has been called, will subject the vessel to standby charges in accordance with this tariff.

(C.) The Vessel shall not unduly delay the progression of the loading of the Vessel in a safe and expeditious manner by the Stevedore. Any such delays can result in the Elevator placing the Vessel on notice and standby charges in accordance with this Tariff being invoked.

(D.) Checkpoints:

At the end of loading or near completion of loading, a vessel is allowed one fifteen (15) minute period for the purpose of checking draft, stability, and any other factors necessary to determine the exact cargo to be loaded. Any delays, which are caused by the vessel using more than one (1) fifteen (15) minute period for checking draft, stability, etc., will subject the vessel to standby charges in accordance with this tariff.

Any other situations causing undue delays to the progression of loading not mentioned above may result in a Dead Berth charge being assessed as per Section IV, Item No. 10.



#### ITEM NO. 15 – SHIFTING

ANDE may at any time order a vessel to shift from the berth, or along the berth, to accommodate another vessel, to better receive cargo or for any other reason whatsoever. The cost of such shifting, both to and from the berth, and along the berth, as well as any line handling required, shall be at the sole expense of the vessel.

During docking, undocking, shifting and while the vessel is lying in the berth, the vessel shall provide adequate tug assistance at its own expense to assure the safety of the wharf and related Elevator facilities, the vessel and other vessels in the vicinity. In order to minimize or avert delays in loading, the vessel will be allowed a maximum of thirty (30) minutes to shift after receiving such order from ANDE. Any delays, which are caused by the vessel taking more than thirty (30) minutes to shift, shall subject the vessel to standby charges in accordance with this tariff.

#### ITEM NO. 16 – STEVEDORING

ANDE will make available, upon request, a list of stevedoring firms qualified to perform stevedoring services at the ANDE Galena Park elevator, along with applicable rates for those services. Only those firms approved and designated by ANDE will have the right to perform stevedoring services at the ANDE Galena Park facility. ANDE will issue invoices directly to the Vessel's agents for stevedoring services rendered on vessels when the provisions of the cargo's contract designate that the Vessel is responsible for stevedoring costs.

#### ITEM NO. 17 – WEATHER DELAYS/RECORDS

For official time keeping purposes, rain, fog and other weather-related records will be kept by the ANDE elevator control room, independent port services, stevedores, independent guard service employed by ANDE or the Port of Houston.

#### ITEM NO. 18 – PRE-PAYMENT OF CHARGES AND VESSEL INVOICES

In addition to the terms previously mentioned in this tariff, ANDE reserves the right to demand payment charges in advance for charges of services rendered at up to 24 hours prior to the vessel berthing. Elevator management will present an invoice detailing estimated charges, including, but not limited to, dockage, stevedoring, line handling, overtime or other charges that may occur in accordance with this Tariff. Proof of deposit via wire transfer and or check must be provided to ANDE to satisfy this requirement; in the event the deposit is not made, ANDE reserves the right to bypass the vessel with the next available vessel. Any vessel not providing such pre-payment shall not be considered as filed and the berth will be refused with laytime suspended.

Notwithstanding the pre-payment and original calculation of estimated charges, ANDE reserve the right to recalculate the invoiced charges in the event actual charges overrun the original estimate. The additional funds required must be promptly remitted to the elevator, no later than 4 hours prior to the completion of loading. In the event the additional funds are not remitted in accordance with the above, ANDE may immediately cease loading, suspend laytime counting and order the vessel to vacate the berth. All costs and expense incurred shall be for the account of the vessel or vessel agent until such time as additional payment is received.

The responsibility for payment of all charges shall be that of the local agent of record for the vessel. If any agent of record has an outstanding balance due ANDE, ANDE has the right to offset future refunds due to that agent. All charges in excess of actual charges incurred are refundable within a reasonable amount of time after completion of vessel loading and the computation of the related charges, subject to offsets previously mentioned.

The elevator reserves the right to deny use of the facility to users failing to comply with pre-payment requirements. A vessel will not be allowed to berth at ANDE Houston if there is an outstanding payable in excess of 60 days due ANDE from the agent of record, owners or charterers agent of record or from the vessel due to a previous docking of the vessel at ANDE Houston. Any and all expense stemming from lack of payment of money of money due ANDE shall be for the account of the party refusing to settle payment with ANDE. These expenses shall include, but not be limited to, loss of vessel dispatch, vessel demurrage, any owners' or charterers' claims, plant downtime expense, standby charges, liquidated damages, attorney fees and collection fees.

## Section IV – Rates and Charges

### ITEM NO. 1 - RECEIVING AND DELIVERING GRAIN

- (A.) Receiving from trucks- \$0.07 per bushel
- (B.) Receiving from railcars- \$0.07 per bushel
- (C.) Delivering to trucks or railcars- \$0.06 per bushel
- (D.) Delivering to self-trimming bulk carrier vessel- \$0.05 per bushel
- (E.) Delivery to other vessels- \$0.06 per bushel

### ITEM NO. 2 – STORAGE

Storage shall be charged at the rate of \$0.0015 per bushel per day. Storage charges shall commence on the first day following receipt of grain into the elevator and shall be charged for each calendar day, or fraction thereof, that the grain remains in the Elevator.

### ITEM NO. 3 – TREATING, CLEANING AND TURNING

- (A.) Treating grain for infestation- \$0.03 per bushel
- (B.) Cleaning grain- \$0.05 per bushel

*Note: any screenings generated by cleaning of grain shall be the property of the owner of the grain and shall be subject to terms of this tariff. Also, any loss in weight resulting from cleaning grain shall be for the account of the owner of the grain.*

- (C.) Turning grain- \$0.03 per bushel

### ITEM NO.4 – MINIMUM ELEVATOR CALL-OUT

Whenever ANDE has scheduled labor based on the scheduled berthing of a vessel/barge for loading, and for any and all reasons not to the fault of the elevator, the vessel fails to arrive or cannot load cargo, the vessel shall be responsible for all costs associated with the failure to load. This includes expenses for any USDA inspectors, longshore and stevedores expense, and a four-hour call out charge of \$600 per hour for Elevator labor.

### ITEM NO. 5 – OVERTIME CHARGES

Overtime shall be considered any hours in excess of 8 hours on each weekday (Mon-Fri) and/or any hours on Saturday, Sundays, or holidays as defined herein Section I, Item No. 9.

- (A.) Vessel loading (does not include the cost of USDA/grain inspection & supervision):
  - a. Weekdays (Mon-Fri) & Saturdays- \$1,250 per hour
  - b. Sundays, Holidays- \$1,500 per hour
- (B.) Rail unloading- \$1,000 per hour, minimum of four (4) hours guaranteed.
- (C.) Truck unloading- \$600 per hour, minimum four (4) hours guaranteed.

### ITEM NO. 6 – DOCKAGE

- (A.) Ocean vessels:

Dockage for vessels, including ocean-going barges, loading bulk grain at the Elevator shall be charged at the rate of \$0.70 per GRT. Tankers and 'Tween Deckers shall be charged at a rate of \$0.80 per GRT. Dockage rates are per calendar day, or fractional part thereof. Gross registered long tons (GRT) are determined by Lloyd's Register of Shipping. There shall be a minimum dockage charge of \$15,000 per calendar day and/or a minimum berthing charge of \$20,000 per vessel visit.
- (B.) Barges:

Dockage for shallow-draft barges loading bulk grain at the Elevator shall be charged at the rate of \$0.60 per bushel.
- (C.) Admeasure of vessel GRT (barges excluded):

Dockage shall be charged on the gross registered tonnage (GRT) of the vessel as shown in Lloyd's Register of Shipping. Where additional gross tonnages are assigned to certain vessels, the highest of all such tonnages shown in Lloyd's Register of Shipping shall be applicable in determining gross tonnage for the purpose of

assessment of dockage charges under this Tariff Circular. However, ANDE reserves without question the right to admeasure any vessel when deemed necessary and use such measurements as basis of the charge.

(D.) Vessels which are not engaged in grain commerce and which desire to utilize the Elevator as lay berth may apply to do so by submitting a berth application to the Elevator Manager. The assignment and use of the lay berth will be determined based on berth availability and grain vessel traffic. Lay berth rates are available and are negotiable with the Elevator Manager.

(E.) Pontoon covers:

Any vessel having pontoon hatch covers will be assessed a fee of \$0.25 per metric ton of cargo loaded in addition to any and all other charges contained in this tariff.

#### ITEM NO. 7 – VESSEL MOORING

ANDE reserves the right to designate and/or appoint a line handling company to perform exclusive mooring services for all vessel/barge activity at the Elevator berth. Should ANDE make this line handler designation, ANDE will invoice the vessel's agents directly for these services.

#### ITEM NO. 8 – VESSEL LOADING/STANDBY TIME

Standby time, in accordance with Section III, Item No. 14 of this tariff shall be charged at the rate of \$2,500 per hour, pro rata in fifteen (15) minute increments.

#### ITEM NO. 9 – FACILITY USE CHARGE

A facility use charge shall be charged to the stevedore loading the vessel as follows and shall be calculated on the quantity shown on the Mate's Receipt:

(A.) Self-trimming bulk carriers- \$0.25 per metric ton

(B.) Vessels with multiple decks (Tween-decks)- \$0.40 per metric ton

(C.) Tankers- \$0.40 per metric ton

(D.) Use of mechanical trimmers- \$0.25 per metric ton

*Note: This charge shall apply in addition to the charges shown in (A.), (B.) and (C.) above, but shall only be assessed on the total quantity loaded in any hatch where mechanical trimmers are used.*

(E.) Wing Tanks- \$0.20 per metric ton

*Note: This charge is in addition to charges shown in A), B), and C) above, but shall only be assessed on the total quantity loaded into wing tanks.*

#### ITEM NO. 10 – DEAD BERTH CHARGES

Vessels may, in accordance with the aforementioned items in this tariff, be charged a "Dead Berth" charge at the rate of \$2,500 per hour, pro rata in fifteen (15) minute increments.