

MARINE TERMINAL OPERATOR

SCHEDULE OF CERTAIN RATES, REGULATIONS AND PRACTICES

TraPac, LLC

This Schedule is published and made available to the public pursuant to the U.S. Shipping Act of 1984, as amended, and the regulations of the Federal Maritime Commission (46 U.S.C. § 40501(f); 46 C.F.R § 525) and shall at all times be legally enforceable as an implied contract between Customer and Operator.

This Schedule shall be effective on October 15, 2018, and shall remain in effect unless and until revised, amended or terminated by TraPac, LLC (“TraPac”). This Schedule may be changed by TraPac from time to time without notice. The current version of this Schedule is available at the Terminal Facility main office, located at 2800 Seventh Street, Berths 25-33, Oakland, CA 94607-1046 and on the internet at the following address www.trapac.com.

TraPac is the only subscribing company to this Schedule and the Schedule applies only to its terminal located at Berths 25-33, Port of Oakland, California.

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SECTION A. DEFINITIONS

1. **Act** means the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and the Coast Guard Authorization Act of 1998.
2. **Commission** means the Federal Maritime Commission.
3. **Container** means a demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank and open-top containers without chassis, but does not include crates, boxes or pallets.
4. **Customer** means any vessel, vehicle, conveyance, Person and/or business entity who requests, is provided with and/or receives any Terminal Services whatsoever, or as otherwise specified herein.
5. **Effective Date** means the date a schedule or an element of a schedule becomes effective. Where there are multiple publications on the same day, the last schedule or element of a schedule published with the same effective date is the one effective for that day.
6. **Empty Container(s)** means any Container that is not laden with cargo.
7. **Expiration Date** means the last day, after which the entire schedule or a single element of the schedule, is no longer in effect.
8. **Export Container** means any Container received at the Terminal Facility for loading onto a vessel for shipment to a foreign port or point.
9. **Extended Gate Fee** shall have the meaning ascribed to it in Section C herein.
10. **Import Container** means any Container originating at a foreign port or point received at the Terminal Facility from a vessel for loading to a domestic motor or rail carrier.
11. **Marine Terminal Operator or MTO** means a person engaged in the United States or a commonwealth, territory, or possession thereof, in the business of furnishing wharfage, dock, warehouse or other terminal facilities in connection with a common carrier, or in connection with a common carrier and a water carrier subject to Subchapter II of Chapter 135 of Title 49, United States Code. A marine terminal operator includes, but is not limited to, terminals owned or operated

by states and their political subdivisions; railroads who perform port terminal services not covered by their line haul rates; common carriers who perform port terminal services; and warehousemen who operate port terminal facilities. For the purposes of this part, marine terminal operator includes conferences of marine terminal operators.

12. **eModal Website** means the Advent Intermodal Solutions, LLC website at www.eModal.com.

13. **Organization Name** means an entity's name on file with the Commission and for which the Commission assigns an organizational number.

14. **Person** includes individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives.

15. **Rate** means a price quoted in a schedule for providing a specified level of marine terminal service or facility for a stated cargo quantity, on and after a stated effective date or within a defined time frame.

16. **Schedule** means a publication containing the actual rates, charges, classifications, regulations and practices of a Marine Terminal Operator. The term "practices" refers to those usages, customs or modes of operation which in any way affect, determine or change the rates, charges or services provided by a marine terminal operator.

17. **Terminal Facility** means one or more structures comprising a terminal unit, which include, but are not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, grain elevators and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo, Containers, and/or passengers in the interchange of same between land and water carriers or between two water carriers. As used herein the "Terminal Facility" shall refer to the TraPac Terminal Facility located at Berths 25-33 at the Port of Oakland, California.

18. **Terminal Services** includes checking, discharging, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, Use or Usage, wharfage, and wharf demurrage and/or any other services provided by TraPac or its agents, servants, and/or employees at the Terminal Facility whatsoever, including any providing of, Use of and/or access to personnel, labor, services, material, supplies, tools, equipment, personal property and real property at and/or associated with the Terminal Facility.¹

¹ The definition of Terminal Services set forth herein differs from that provided for in Section 46 C.F.R. 525.1(c)(19). As used herein, the terms checking, dockage, free time, handling, heavy lift, loading and unloading,

19. **Terminal Storage** means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.

20. **TraPac** means TraPac, LLC's Port of Oakland terminal located at Berths 25–33 at the Port of Oakland, California.

21. **Use or Usage** means the loading or discharging activities to or from a vessel, rail car, truck or Intermodal Equipment with respect to any Export Containers or Import Containers, or cargo moved therein and/or the use of the Terminal Facility by any Customer, rail carrier, lighter operator, trucker, motor carrier, shipper or consignee, its agents, servants, and/or employees, for any gainful purpose.

SECTION B. CONSENT TO TERMS OF SCHEDULE

Pursuant to Section 8(f) of the U.S. Shipping Act of 1984 as amended, and the regulations of the Federal Maritime Commission (46 U.S.C. § 40501(f); 46 C.F.R § 525), Use of the Terminal Facility for the receipt, handling, loading, unloading or delivery of export or import cargo and/or Export or Import Containers of or for a Customer, or entry or departure on or from the Terminal Facility by chassis or other equipment provider or motor carrier, shall create a contract between TraPac and such Customer, and shall constitute consent by each Customer to be bound by the rates, terms and conditions of this Schedule and shall also constitute conclusive evidence of an agreement on the part of any and all Customers with TraPac to pay all applicable charges and to be governed by all rules, regulations and practices published herein.

SECTION C. ACCESS AND USE; EXTENDED GATE FEE

Any access to and/or use of the Terminal Facility and/or Terminal Services whatsoever by or on behalf of Customer shall be deemed Customer's express agreement to the provisions of this Schedule, including without limitation the security provisions set forth in Section F below and the access and use provisions of this Section C. TraPac may request a separate, written Access Agreement, prior to such access and/or use in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further, as set forth in Section S below.

wharfage, and wharf demurrage shall have those meanings provided for in 46 C.F.R. 525(c). The terms Use or Usage and Terminal Storage shall have those meanings specifically set forth herein.

1. Extended Gate Fee. In order to improve service and efficiency for the growing business moving through the terminal, and to address and reduce congestion, TraPac is expanding its terminal and gate hours of operation. In order to recover some of the costs of the extended gates, a transaction fee in the amount of thirty dollars (\$30.00) (the “Extended Gate Fee”) will apply to all loaded Import Containers and Export Containers (dry and reefer) transiting the terminal gates during both day and night shifts. Empty Containers will not be subject to the Extended Gate Fee. The responsibility to pay the Extended Gate Fee or arrange for payment is on the Customer, which in this case shall be the importer or exporter (cargo interest) involved as set forth below. The Extended Gate Fee shall be paid as follows:

A. Export Moves.

(1) The Extended Gate Fee will be paid by the Customer, which in this case shall be the exporter of record in the shipping documents. Payment shall be made pursuant to the instructions provided by TraPac through the eModal Website.

(2) All Customers must complete a Customer Information Form, or other similar documentation as may be required by TraPac, through the eModal Website, in order to arrange for payment of the Extended Gate Fee.

(3) If an appointment system is in place, appointments on export lanes may not be made until the Extended Gate Fee has been paid and the Container shows that it is available on TraPac’s container tracking system and/or the eModal Website.

B. Import Moves.

(1) Extended Gate Fees shall be paid by the Customer pursuant to instructions provided by TraPac through the eModal Website. The Customer responsible for the Extended Gate Fee shall be the importer of record in the shipping documents.

(2) All Import Containers will be on hold pending payment of the Extended Gate Fee. Once the Extended Gate Fee has been paid, the Container will show as available in TraPac’s container tracking system and/or the eModal Website. Appointments on import lanes may not be made until the Extended Gate Fee has been paid and the Container shows that it is available on TraPac’s container tracking system and/or on the eModal Website.

2. Non-Exclusive. All access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer is agreed to be non-exclusive and for the limited purpose requested by Customer and agreed to by TraPac. Customer understands and acknowledges that activities by TraPac and others will be ongoing at the Terminal Facility, and that such activities may be dangerous to those participating and others. Customer, including its employees, contractors subcontractors, agents and invitees, agrees to not interfere with any

operations being conducted at the Terminal Facility and to not create any danger or safety hazard whatsoever at the Terminal Facility. Unless otherwise specifically agreed by TraPac in advance, all access and use of the Terminal Facility shall be restricted to normal working hours.

3. Inspection. TraPac makes no representations or warranties whatsoever with respect to the Terminal Facility or Customer's access or use thereof. If Customer believes there is any problem as to safety or suitability, and/or if any such problem develops during Customer's access or use, Customer shall immediately cease all of its operations and notify TraPac. If the condition cannot be changed by mutual agreement so as to assure safety and suitability Customer's satisfaction, Customer shall promptly withdraw its materials, supplies, tools, equipment, personal property, employees, subcontractors, agents and invitees, and its requested access/use shall be deemed voluntarily terminated. Once Customer begins any access or use of the Terminal Facility whatsoever, or continues to conduct operation at the Terminal Facility, it shall be irrevocably presumed that the Terminal Facility was inspected and accepted by Customer as both safe and suitable for its operations.

4. Compliance. Customer, including its employees, subcontractors, agents and invitees, shall conform with all local, port, municipal, county, state and federal laws and regulations applicable to Customer's operations, including without limitation those promulgated by the EPA, OSHA, WISHA, DOT, FMCSA, DHS and/or USCB, and shall be responsible for any violation of the same.

5. Safety and Other Rules. Customer is responsible for the safety of all Persons it invites onto the Terminal Facility, including but not limited to its employees, subcontractors, agents and invitees, as well as any property brought onto the Terminal Facility by Customer, its employees, contractors, subcontractors, agents and invitees. Customer is responsible for assuring that all of its employees, contractors, subcontractors, agents and invitees learn and obey TraPac's safety and other rules, whether posted, given in writing, set forth herein and/or advised verbally, and that all such persons otherwise wear hard hats, safety vests and other personal protective equipment as may be required by TraPac or by law, or as safety otherwise demands. Customer is responsible for assuring that all of its employees, contractors, subcontractors, agents and invitees exercise due care and caution when accessing or using the Terminal Facility.

6. Clean-up. Customer shall remove all of its materials, supplies, tools, equipment, personal property, employees, agents, subcontractors and invitees from the Terminal Facility daily, and shall otherwise keep all areas used by Customer clean and free of debris.

7. No Security. TraPac does not provide any security for the materials, supplies, tools, equipment or personal property of Customer or any others at the Terminal Facility. Customer shall be solely responsible for the security of all such items, including those of its employees, subcontractors agents and invitees, and is cautioned to watch the same carefully and remove all such items on at least a daily basis and store them safely elsewhere.

8. Notification. Customer shall notify TraPac immediately of any bodily and/or personal injury, illness and/or death, or of any property damage, related in any way to its access to or use of the Terminal Facility or Terminal Services. Customer shall promptly provide TraPac with written accident reports and shall cooperate fully with TraPac with respect to any investigation, including allowing inspection of personal property and access to personnel.

9. Workers Compensation Insurance. Customer shall be responsible for maintaining workers compensation insurance as required by law, including coverage under the Longshore Act, on all of its employees (including those of its contractors, subcontractors, agents or invitees and upon himself or herself if Customer is an individual), but neither Customer nor its workers compensation insurer shall have any right of action against TraPac for subrogation or reimbursement of any payments made pursuant to that policy (including within any policy deductible).

10. Liability Insurance.

- A. Public Liability Insurance: Customer shall be responsible for procuring and maintaining public liability insurance for personal injuries and property damage with respect to Customer's access to or use of the Terminal Facility and/or Terminal Services, including contractual liability coverage for Customer's liabilities and obligations as set forth above. Such insurance must have limits of at least \$5,000,000 per occurrence, shall name TraPac as an additional insured and be endorsed to waive subrogation against TraPac and to be primary to any insurance of TraPac. Customer shall evidence this insurance by providing TraPac with a certificate of insurance prior to any access to or use of the Terminal Facility and/or Terminal Services.
- B. Automobile Insurance: Customer shall be responsible for procuring and maintaining commercial automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage, including automobile uninsured/underinsured motorist protection endorsements, covering all owned, leased, non-owned and hired vehicles used with a \$2,000,000 minimum limit per occurrence for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. Customer may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

SECTION D. RATES, CHARGES, INVOICING AND PAYMENT

1. Rates and Charges. Customer shall pay for Terminal Services upon the rates and charges set forth herein or as described on TraPac's written quotation or other document, which quotation or other document from TraPac shall be deemed accepted by Customer upon commencement of any performance by either party, including without limitation any access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer. Upon any such acceptance, TraPac's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Customer for a particular Terminal Service, the applicable rate/charge shall be the rate set forth in this Schedule or TraPac's standard rate/charge therefor, which standard rate/charge shall be provided to Customer upon request.

2. Other Charges. Customer shall also be responsible for paying/reimbursing TraPac for any advances made respecting the cargo, expenses incurred due to any act, omission and/or failure to perform by or on behalf of Customer, and expenses incurred with respect to the cargo resulting in whole or part from any unforeseen or extraordinary circumstance.

3. Recalculation. Rates/charges based on inaccurate or incomplete descriptions, instructions or particulars may be recalculated at any time and without notice to Customer. TraPac shall have the right to inspect the goods and any manifests, bills of lading, receipts, cargo lists and other documents relating thereto to check, recalculate and/or confirm rates/charges hereunder, and Customer agrees to fully cooperate with TraPac to that end.

4. Invoice, Payment and Interest. Unless otherwise set forth herein, rates/charges set forth by this Schedule or otherwise shall be due and payable to TraPac upon completion of the relevant Terminal Services and presentation of invoice, unless otherwise provided by TraPac. All payments shall be made in U.S. currency without deduction or offset; in no event may amounts due TraPac hereunder be withheld to offset any claim of Customer against TraPac. Sums which are due TraPac but which have not been paid for thirty (30) days or more shall accrue interest at the rate of one percent (1%) per month from the date due until paid in full.

5. Invoice Disputes. Questions regarding the validity of any invoice from TraPac must be submitted to TraPac, or in the case of the Extended Gate Fee through its vendor through the eModal Website, in writing within ten (10) days of presentation, failing which such invoice shall be deemed accurate, valid and accepted by Customer.

6. Collection. Should TraPac engage a collection agent and/or attorney to collect amounts due hereunder, Customer shall be responsible for paying/reimbursing TraPac for all fees and costs relating thereto, including legal fees and costs, in litigation or otherwise.

7. Right to Refuse Service. TraPac shall have the right to refuse to provide services to Customers that are in the arrears in paying any amounts due and owing hereunder, for breach of this agreement, for negligence, or willful misconduct.

SECTION E. TRAPAC'S LIEN RIGHTS

In addition to all remedies set forth herein or otherwise available under applicable law, Customer grants TraPac a lien on all goods while in the possession of TraPac and a lien against any vessel, container, chassis, equipment, etc. respecting such goods to provide security for the payment of amounts due TraPac hereunder. As additional security for said amounts due TraPac, Customer grants TraPac a consensual lien on all other goods, cargo and personal property of Customer subsequently in TraPac's possession. TraPac may assert its lien rights at any time, and in furtherance thereof may hold and/or store such goods, cargo and personal property until payment is received and/or sell such goods, cargo and personal property publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due TraPac, with the balance, if any, to be remitted to Customer. TraPac shall be entitled to exercise and enforce such lien to the full extent permitted under federal and California law. Such lien is not exclusive, but is in addition to, and shall not supplant, any other liens or other remedies provided under federal, state, local and common law. Unless expressly so stated, the grant of a contractual lien by a Customer in a credit agreement entered into with TraPac, shall not be construed as a waiver of any liens or other remedies provided under federal, state, local and common law.

Neither TraPac, nor its parents, affiliates, contractors or agents, shall be liable for any direct, indirect or consequential damages which may be suffered by a Customer as a result of the enforcement of any lien or a refusal to provide service pursuant to this Schedule, or for any other claim relating to or arising out of the terms of this Schedule or created by contract. In the event a lien is enforced against any cargo or equipment and/or a Customer is refused service hereunder and it is subsequently determined that the enforcement of such lien or refusal was mistaken, unlawful or otherwise improper, Customer's sole and exclusive remedy shall be the waiver of the fee or payment otherwise applicable to such cargo.

SECTION F. FACILITY SECURITY PLAN

The Terminal Facility has a facility security plan as required by the Marine Transportation Safety Act of 2002, to ensure the application for security measures designed to protect the Terminal Facility at the various marine security (MARSEC) levels. All Persons, Customers and/or entities that enter the Terminal Facility understand, acknowledge and agree to fully cooperate with all directives, requirements, or instructions whether issued by TraPac, MARSEC, the Coast Guard and/or any law enforcement official at the Terminal Facility designed to identify, protect against, alleviate and/or eliminate threats to security.

SECTION G. MOTOR VEHICLE RULES

Any truck and/or motor vehicle accessing the Terminal Facility for any purpose, including its owner, operator and driver, shall be considered a Customer requesting and/or receiving access to and/or use of the Terminal Facility subject to the provisions of this Schedule, including without limitation the access and use terms set forth in Section C above, the security provisions set forth in Section F, above, and the interchange terms set forth in Section H below. In addition, all such trucks and/or motor vehicles must abide by the following rules:

1. Registration, License and Insurance. All trucks and/or motor vehicles, and their drivers, must be properly registered, licensed and insured as required by federal, state, and/or local laws and as set forth in Section C(10) above.

2. RFID. All trucks must have obtained and mounted a working Radio Frequency Identification (RFID) tag before entering the Terminal Facility. Trucks will not be allowed entry to the Terminal Facility without a valid and working RFID tag.

3. Safety Rules. All trucks and/or motor vehicles, and their drivers, must abide by the following safety rules at all times while at the terminal facility:

- A. The speed limit within the Terminal Facility is 10 MPH, unless posted otherwise;
- B. Come to a complete stop at all crossings/stop bars and yield at unmarked crossings/intersections;
- C. Terminal equipment has the right of way at all times;
- D. Do not try to pass behind yard equipment that is backing up;
- E. Do not cut through container stacking rows;
- F. Do not drive on the waterway apron and stay clear of vessel operations, or as otherwise authorized by terminal management;
- G. The truck driver is responsible for lining up to the container handling equipment when taking delivery of a container;
- H. Stay back at least one container length when toppick/sidepick is in stacking row retrieving the container, and move forward only after toppick/sidepick backs out of the row, or as otherwise authorized by terminal management;

- I. No unauthorized pedestrian traffic is allowed on the terminal. Drivers of all vehicles must stay close to their vehicles while in terminal and should be out of their vehicle only for actual operating needs, e.g. connecting/disconnecting chassis, locking/unlocking twistlocks in designated self-check areas (self-check areas are designated on terminal maps, which are available at the terminal and on TraPac’s website www.trapac.com), or as otherwise authorized by terminal management. Drivers may leave their vehicles to use the provided restrooms;
 - J. Absolutely no passengers are allowed in the vehicle without prior written approval from terminal management;
 - K. The wearing of a high visibility safety vest is required at all times while on the Terminal Facility. Wear other personal protective equipment as required for safe practices, including hard hats, proper footwear, proper clothing, etc;
 - L. Do not use any electronic devices while driving;
 - M. NO cell phone use is allowed while on the Terminal Facility and the vehicle is moving. Cell phones may only be used when the vehicle is at a full and complete stop even with hands free devices;
 - N. Obey all posted signs and traffic indicators;
 - O. If you experience any problems, see an unsafe condition, or have any questions, seek assistance at the terminal office.
4. Loss or Damage to Equipment and Property.
- A. Damage to Customer’s Property: Customer shall be responsible for, and shall indemnify and hold TraPac harmless (including its legal fees and costs) from and against, all loss or damage to the Customer’s owned or leased equipment and personal property, including but not limited to any materials, supplies, tools, equipment, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds, and other equipment and/or personal property, howsoever caused to the fullest extent permitted by law..
 - B. Damage to Other Property: Customer shall be responsible for, and shall indemnify and hold TraPac harmless (including its legal fees and

costs) from and against, all loss or damage to TraPac's owned or leased equipment and property (whether personal property, real property, or otherwise) and/or to all equipment or property (whether personal property, real property, or otherwise) leased or owned by any other Person or entity.

5. Loading and Unloading. Customer shall be responsible for assuring that all trucks and/or motor vehicles and chassis, trailers, etc., are fit and suited for safe loading and unloading, and that the goods are situated such that loading and unloading can be performed continuously and without interruption. Unless otherwise agreed by TraPac in advance and in writing, all loading/unloading shall be performed by TraPac with the assistance and under the supervision of the truck driver/motor carrier. The truck driver/motor carrier is responsible for lining up to the container handling equipment when taking delivery of a container. If the driver/motor carrier does not so assist and supervise, additional charges or disciplinary action may be incurred.

SECTION H. INTERCHANGE TERMS

Each interchange is subject to the terms and conditions of the currently effective and applicable equipment interchange agreement between the steamship line and motor carrier, the steamship line's bill of lading, and the steamship line's tariff.

It is the motor carrier's duty to inspect the equipment carefully at the time of interchange. In the event there is damage to the equipment or security seal, or a discrepancy in the seal number or other written information relating to the equipment, the motor carrier must report it to TraPac prior to departing the Terminal Facility. Failure to ensure that any such discrepancy or exception is included in the interchange receipt will result in a waiver and forfeiture of all rights to claim such discrepancy or exception at a later time.

Motor carrier expressly agrees to the terms and conditions of Section O "Assumption of the Risk and Indemnity" set forth below. Consistent therewith, motor carrier agrees to fully defend, indemnify and hold harmless each Indemnified Person to the fullest extent permitted by law against all claims, suits, losses, damage, or liability for bodily injury, death and/or property damage (including attorneys' fees and costs) caused by or resulting from the motor carrier's use or maintenance of any equipment during the interchange period and/or its presence on the Terminal Facility.

SECTION I. INDEPENDENT CONTRACTOR

TraPac shall at all times perform as, and shall for all purposes hereunder be deemed, an independent contractor. TraPac is not a common carrier, contract carrier, freight forwarder, freight broker or vessel charterer, nor an agent, employee, partner, joint venturer or landlord of Customer.

SECTION J. LIBERTIES AND PERFORMANCE

TraPac shall perform services hereunder with due diligence but does not guaranty any particular speed or starting or completion dates or times. TraPac shall have liberty with respect to selection of equipment, procedures and methods utilized for its performance, except to the extent such matters have been specifically agreed otherwise. TraPac reserves the right to control and perform all weighing, sampling, measuring, loading, handling and discharging of goods at the Terminal Facility, but shall not be obligated to receive, handle or deliver goods unless and until all proper documentation has been presented and fees paid. TraPac may, at its option and without notice, refuse, reject, move within and/or remove from the Terminal Facility any goods which it believes may present a risk to persons or property, at TraPac's sole discretion and Customer's sole risk and expense.

SECTION K. SUBCONTRACTING AND EXTENSION OF BENEFITS

TraPac may subcontract all or any portion of the Terminal Services at its discretion and without notice, including without limitation to related/affiliated entities, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this Schedule to remain applicable whenever claim is made against TraPac and/or any servant, agent, contractor or any other whose services have been used to perform Terminal Services or otherwise respecting the goods.

SECTION L. EXCEPTIONS FROM PERFORMANCE

TraPac shall not be responsible for any delay or failure to perform resulting from any cause which is beyond TraPac's reasonable ability to control and/or which arises without the actual fault and privity of TraPac, including without limitation any delay and/or failure to perform caused by any one or more of the following: act of God; weather conditions; fire; war; act of public enemies; terrorism; seizure under legal process; quarantine restrictions; act or omission of Customer or its agent or representative; strike, lockout, slowdown, stoppage or restraint of labor from whatever cause and whether partial or general; riot or other civil commotion; insufficiency or inadequacy of markings applicable to the goods; and/or terminal congestion.

SECTION M. NO INSURANCE FOR THE BENEFIT OF CUSTOMER

TraPac does not provide any insurance whatsoever for the benefit of Customer, nor any insurance whatsoever covering Customer's goods, property or personnel.

SECTION N. NO CONSEQUENTIAL DAMAGES

TraPac shall not under any circumstances be liable to Customer or any other Person or entity for any indirect, consequential or special damages of any type or nature whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

SECTION O. ASSUMPTION OF THE RISK AND INDEMNITY

Customer specifically understands, acknowledges and agrees that any and all access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer shall be at Customer's sole risk and expense. Customer is responsible for and assumes all risk of loss or of damage to property or injury to person arising as a result of Customer's activities at or presence at, or entering, or leaving the Terminal Facility, to the fullest extent permitted by law.

Customer shall be responsible for, and shall defend (with counsel selected by TraPac), indemnify and hold TraPac and TraPac's parents, partners, subsidiaries, and affiliates and each of their respective officers, directors, employees, agents, and representatives (each an "Indemnified Person"), harmless from and against any and all liabilities, obligations, losses, damages, penalties, fees, actions, judgments, claims, suits, costs, charges, expenses and disbursements (including attorneys' fees and costs) of any kind or nature whatsoever that may at any time be imposed on, incurred by or asserted against any Indemnified Person in any way arising from or out of and/or relating to any providing of, access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer, to the fullest extent permitted by law.

Without limiting the generality of the foregoing, Customer's obligation to defend, indemnify and hold harmless each Indemnified Person, includes without limitation, any and all liabilities obligations, losses, damages, penalties, fees, actions, judgments, claims, suits, costs, charges, expenses and disbursements (including attorneys' fees and costs) arising from or relating to any loss or damage to property (whether real property, personal property, or other) owned or leased by TraPac, Customer or any other entity or Person and/or any personal injury, bodily harm, illness and/or death of any person, including but not limited to any agent, employee, representative, guest, invitee, vendor, contractor or subcontractor of TraPac, Customer, or any other entity or Person.

Customer is obligated to defend, indemnify and hold harmless each Indemnified Person hereunder to the fullest extent permitted by law. Moreover, Customer's obligation to defend, indemnify and hold harmless each Indemnified Person hereunder expressly encompasses liabilities resulting from the acts or omissions of Contractor's employees, agents, invitees, guests, vendors, contractors and subcontractors.

Customer's obligation to defend, indemnify and hold harmless each Indemnified Person shall be deemed to include any claim or suit by an employee (present or former) of Customer, and in furtherance thereof, Customer hereby waives any immunity from suit, exclusivity of remedy and limitation upon liability that would have otherwise been afforded pursuant to any workers compensation act or similar law.

In addition to the above, Customer hereby releases any and all claims it may have against each Indemnified Person for any loss or damage to property (whether real property, personal property, or other) owned or leased by Customer or any other entity or Person and/or any personal injury, bodily harm, illness and/or death of any person, including but not limited to any agent, employee, representative, guest, invitee, vendor, contractor or subcontractor of Customer or any other entity or Person, relating to or arising from or out of and/or relating to any providing of, access to and/or use of the Terminal Facility and/or Terminal Services of TraPac by or on behalf of Customer, to the fullest extent permitted by law.

SECTION P. EEOC COMPLIANCE AND NON-DISCRIMINATION

TraPac does not discriminate based upon race, color, religion, sex, age, national origin or any sensory, mental or physical disability, or upon any other basis prohibited by applicable law.

SECTION Q. ELECTRONIC DATA INTERCHANGE

TraPac and Customer agree to cooperate and use their best efforts to utilize electronic data, documentation and interchange to the extent feasible and allowable under law.

SECTION R. LAW, VENUE AND LEGAL FEES

This Schedule and TraPac's services provided hereunder shall be governed by the general maritime law of the United States or, in the event there is no general maritime rule of law which is applicable, by the laws of the state of California. TraPac and its Customer shall attempt to resolve any disputed regarding the payment of a fee and/or payment due under this Schedule in an amicable manner. Customers disputing in good faith the application of any fee or payment set forth herein shall notify TraPac and/or Advent through the eModal Website of the dispute in writing not later

than the date on which the payment is due. Such notice shall include all facts and supporting documents relevant to the dispute. Failure to notify TraPac of such dispute shall constitute a waiver of the Customer's position. Upon receipt of notice of a dispute, TraPac shall have thirty (30) working days to respond to the Customer accepting or denying Customer's position. Any dispute, claim or controversy involving Customer and TraPac (including affiliates, subcontractors and agents thereof and the members, directors, officers and employees of all such entities, including Customer and TraPac) which in any fashion arises out of or relates to this Schedule or the breach, termination, enforcement, interpretation or validity thereof including the determination of the scope or applicability of this agreement to arbitrate shall be submitted to neutral, binding arbitration at JAMS before a single arbitrator at the JAMS office located nearest to the TraPac Terminal Facility. The arbitration shall be conducted pursuant to JAMS Comprehensive Arbitration Rules & Procedures (July 1, 2014), specifically including Rules 16.1 and 16.2, Expedited Arbitration Procedures. The arbitrator shall not be empowered or permitted to award punitive or exemplary damages, and the parties expressly waive any right to recover such, unless specifically required by an applicable statute. The arbitrator shall be empowered and permitted to award reasonable legal fees and costs to the party the arbitrator deems to be the substantially prevailing party in the arbitration.

SECTION S. CONSTRUCTION AND INTEGRATION

This Schedule shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against a party. If any provision of this Schedule is found to be legally unenforceable, it is agreed that such provision shall be deemed deleted from this Schedule as if never made a part hereof, with the remaining provisions of this Schedule to not be affected thereby and to remain in full force and effect.

Any failure of TraPac to enforce a provision of this Schedule shall not be deemed to waive such provision or any other provision in this Schedule.

TraPac may request that Customer sign a separate, written agreement for any one or more Terminal Services, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

In the event this Schedule is silent with respect to the movement of any cargo and/or Containers and/or use of the Terminal Facility, the movement of cargo and/or Containers and/or use of the Terminal Facility shall be governed by the relevant separate agreement(s) between TraPac and its Customer and/or the relevant port tariff.

This Schedule, together with TraPac's written quotation, any separate, written agreements between TraPac and its Customer as identified above and/or the applicable port tariff, represent the

entire agreement between TraPac and its Customer and supersedes all prior and contemporaneous agreements, written or oral.

SECTION T. AMENDMENTS TO SCHEDULE

This Schedule may be amended at any time without prior notice to Customers, and any such amendments shall be effective upon publication herein. TraPac also reserves the right, in its sole discretion, to modify or discontinue all or any part of the Extended Gate Schedule described in this Schedule without notice and without amendment to this Schedule.