

SMURFIT-STONE CONTAINER CORPORATION
PANAMA CITY, FLORIDA

TERMINAL TARIFF NO. 4
(Cancels Terminal Tariff No. 1-B, 2 and 3)
(Tariff No. 4 Contains All Changes)

**Charges, Rates, Rules and Regulations
Applicable at the Port Facilities of SSCC
(located at Smurfit-Stone Container Corporation)
at
Panama City, Florida, USA**

This tariff is available online at
http://www.smurfit.com:8080/files/Port_Tariff_04012009.pdf

Printed copies of this tariff are available on request from
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SECTION 1: TABLE OF CONTENTS

SECTION	SUBJECT
1	Table of Contents
2	Definitions
3	Rules and Regulations
4	Dockage Charges
5	Wharfage and Handling Charges
6	Other Miscellaneous Services
7	Appendix
	Metric Conversion Table

SECTION 2 - DEFINITIONS

Definitions	Item
ABBREVIATIONS, EXPLANATION OF	201
AQ Any Quality	
KD Knocked Down	
NOIBN Not Otherwise Indexed by Name	
SU Set Up	
UFC Uniform Freight Classification	
 APRON, APRON WHARF, WHARF APRON	 205
That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.	
 BERTH	 210
The section of a wharf including the mooring facilities and water used while docked at wharf.	
 CHECKING	 215
The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.	
 DOCKAGE	 220
The charge assessed against a vessel for berthing at a wharf, pier, bulkhead, or other waterfront structure, mooring dolphins, or for mooring to a vessel so berthed.	
 GRT	 225
Wherever used in this tariff with respect to a vessel, the term "GRT" means the tonnage figure, or, if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping book as the official Gross Registered Tonnage of the vessel.	
 HANDLING	 230
The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of the ship's tackle.	
 POINT OF REST	 235
That area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.	

STORAGE	240
The actual physical keeping of freight or cargo in or upon property operated by SSCC.	
SWITCHING	245
A charge made for the movement of cars within the switching limits of the terminal.	
TON	250
The net ton of two thousand (2,000) pounds, unless otherwise specified.	
USAGE	255
The use of terminal facility by any rail carrier, lighter operator, trucker, shipper or consignee, their agents, servants and/or employees, when they perform their own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.	
VESSEL	260
Any ship, tug, towboat, packet, barge, lighter or other watercraft, self propelled or non self propelled.	
WHARFAGE	265
A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.	

SECTION 3 - RULES AND REGULATIONS

Applications	Item
APPLICATION AND INTERPRETATION OF TARIFF	300
<p>Rates, rules and regulations contained in this tariff shall apply equally to all users of the facilities on the effective date shown in this tariff and as amended. Revised pages shall be issued to cover changes; however, all rates and regulations in this tariff are subject to change without notice, except as may be required by law. SSCC shall be the sole judge as to the interpretation of this tariff.</p>	
CONSENT TO TERMS OF TARIFF	302
<p>The use of the port facilities of SSCC shall constitute a consent to all of the terms and conditions of this tariff, and evidences an agreement on the part of all common carriers, vessels, their owners and agents, or other users of such terminal facilities to pay all charges specified herein, and be governed by all rules and regulations shown in this tariff.</p>	
GENERAL RESTRICTIONS AND LIMITATIONS	305
<p>All services undertaken to be performed by SSCC under this tariff are further subject to Federal, State and Municipal laws and regulations.</p>	
WATCHMAN	307
<p>Any vessel lying at the wharves, shall at all times have on board at least one person in charge of said vessel, who has authority to take action, in any emergency as may be required.</p>	
APPLICATION FOR BERTH	310
<p>All vessels, their owners or agents, desiring berth at the wharves, shall, as far in advance of the date of docking as possible, make application for same, specifying the expected date and time of arrival and departure from berth and the nature and quantity of cargo to be handled. Application for berth will be construed by SSCC to mean that all charges will be promptly paid upon presentation of invoice thereafter, and that all rules and regulations will be complied with.</p>	
DEMURRAGE ON VESSELS	312
<p>SSCC does not assume responsibility for demurrage under any circumstances.</p>	
PAYMENT OF CHARGES, CARGO STATEMENTS AND ACCESS TO RECORDS	314
<p>All charges under this tariff are due at the time the service is rendered and bills for services of the facilities are payable upon their receipt. The party requesting terminal service of any nature will be responsible for the payment of charges assessed for such services.</p> <p>All steamship lines, rail, truck, or barge lines, importers, exporters, shippers, and their agents, using the facilities shall within five days after the arrival of the vessel at berth in the case of inbound cargo, or within five days after the departure from berth in the case of</p>	

outbound cargo, furnish SSCC with copies of bills of lading, freight bills, manifests, and such other information and data or documents as may be necessary to develop statistical records, and to insure correct assessment of terminal charges. Such documents may be required to be certified as to correctness and completeness. All users of SSCC's facilities shall be required to permit access to their files and transportation documents necessary for the purpose of audit for ascertaining correctness of reports filed and documents furnished. SSCC does not recognize the numerous shippers or consignees and cannot attempt to collect or assist in collecting charges which may be passed on to shippers or consignees by the vessel, its owners or agents, and such bills are due when presented and must be paid regardless of when the vessel, its owner or agents are reimbursed. SSCC reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners or agents, or against cargo loaded or discharged by such vessel, or from other users of the facilities whose credit has not been established with SSCC, or who are habitually delinquent in their payments. Use of the facilities may be denied until such advance payments or deposits are made.

SIGNS, ERECTION OF

316

Signs may be erected on SSCC structure or property only with the prior approval of SSCC which shall approve copy, design, material and method of erection.

RESPONSIBILITY FOR LOSS OR DAMAGE

320

SSCC will not be responsible for loss or damage to any freight or cargo or damage to any freight or cargo on its premises, caused by strikes, Acts of God, or any person or action beyond the control of SSCC. SSCC will be responsible for its own negligence.

SSCC will not be responsible for loss of or damage to or for delay to freight or cargo on its premises, caused by any one or more of the following: Fire, flood, leakage, or discharge of water from sprinkler system, fire hydrants or standpipes, water supply pipes, gutters or downspouts; collapse of buildings, settling or sinking of floors or foundations; rats, mice, termites, weevils, moths or other insects; frost, sweat, rust, mold, corrosion, evaporation, shrinkage, leakage from containers, decay, heating, contamination, discoloration, the elements, or insufficient notification. SSCC will not be responsible for any delay, loss or damage arising from commotions or strikes, Acts of God, or any persons in its employ, or in the service of others, nor for any consequences arising therefrom.

FREIGHT OR CARGO LIABLE TO DAMAGE OTHER FREIGHT OR CARGO

322

If, in the opinion of SSCC, any freight or cargo is likely to damage other freight or cargo, it may be moved to another part of the terminal or to private facilities at the risk and expense of the owner, without the necessity of prior notice to the owner.

NO SMOKING

325

No person shall smoke or have in their possession any fire or lighted material on or upon the wharves or in the warehouses, sheds or other structures set apart for the unloading or loading of vessels, or for the storage or warehousing of cargoes or other merchandise; nor shall any person smoke upon any truck, dray, float, automobile or vehicle of any kind when using the structures aforesaid. It shall be unlawful for any person to smoke or use matches, cigar or cigarette lighters in the hold of any vessel or upon the decks thereof, while loading or unloading cargo.

PORT SECURITY**327**

SSCC has developed and implemented a port security plan to meet Federal and State requirements related to Port Security.

Vessels or vessel agents desiring a signed Certificate of Security for the port may contact the facility Traffic Manager or Facility Security Officer.

SSCC may restrict access to its port, inspect vehicles entering or exiting its property, or impose other restrictions on port users as may be required to enforce security.

To help offset the costs of additional security requirements, a special security impact fee is imposed on all users of the facilities as itemized in Item 425 of this tariff.

VEHICLES ON FACILITIES**330**

All employees, dockworkers and visitors at the port facilities are restricted to the docks area of the paper mill and must park in designated parking areas. No personal vehicles are permitted on the dock apron (designated by signs "No Personal Vehicles Beyond This Point"). One marked company support vehicle may be permitted on the apron as necessary to provide tools, equipment, water, etc.

RESPONSIBILITY FOR DAMAGE TO FACILITIES**335**

All vessels, their owners or agents, and all other users of the facilities, shall be held responsible for any damage to the terminal resulting by their use. SSCC reserves the right to repair, contract for same or otherwise cause to be repaired, any and all damages to docks, wharves, warehouses, or transit sheds, equipment, rail or shop facilities, water, heat and light facilities caused by carriers, vessels, their owners or agents or stevedoring companies or other facility users and hold same responsible for payment. SSCC may detain any vessel, vehicle or other equipment responsible for any damage to the facilities until sufficient security has been given for the amount of damage.

EXPLOSIVE, FLAMMABLE OR OBJECTIONABLE CARGO**340**

Articles of highly explosive or flammable nature or articles of uncertain value, or articles of objectionable nature, will not under this tariff be provided with wharfage, handling or storage, except under advance arrangements with SSCC.

INSURANCE**345**

The charges provided in this tariff do not include any expense of fire or storm insurance covering owners' interest in the property, nor shall any insurance be affected by SSCC under their policies.

CHARGES, OTHER THAN REGULAR WORKING HOURS**350**

When, at the request of terminal facility users, services are performed on Saturday, Sunday, holidays, or at other than regular straight time working hours which are observed in normal port practice, the charges for these services will be as provided in this tariff, plus the overtime differential paid to the laboring and/or clerical forces performing such services, plus insurance and overhead.

CONTROLS	355
<p>Any or all charges, rates, rules, or regulations may be modified in any lawful manner, by contract, between SSCC and any party or parties using the Port Facilities of SSCC at Panama City, FL.</p>	
WHARF OBSTRUCTIONS	360
<p>Stevedore's tools, equipment, appliances, vehicles or any other material or object which is not part of the cargo will not be permitted to remain on wharves when not in use. If such obstruction is not moved immediately upon notification by SSCC, it may be removed, stored, or sold by SSCC and the owner will be charged with the expense incurred.</p>	
REQUIREMENT OF VESSELS TO WORK OVERTIME	365
<p>The agents and/or owners of all vessels which are accepted for berthing at the terminal facilities of SSCC may be required to work the vessel continuously to completion with overtime for ship/s account, in all cases, when the berth assigned to the vessel, or the assigned terminal facility, is declared by the management of SSCC to be congested. Any vessel in berth which refuses to work continuously to completion shall vacate the berth upon orders of SSCC. When a vessel loses her right to a berth assigned by refusing to work continuously to completion, such vessel will forfeit her turn at the berth assigned and go to the bottom of the list of vessels which are assigned to the berth or terminal. Should any vessel fail to vacate the berth upon the above conditions, SSCC shall have the right, authority and privilege to move the vessel at the vessel's own risk and expense.</p>	
CONTROL OF LOADING, UNLOADING AND HANDLING OF ALL CARGO	370
<p>SSCC reserves the right to control the loading and handling of all freight and cargo on premises and facilities under its control. No others will be allowed to perform such handling without special permission from SSCC. If and when such permission is granted, the charges to be assessed are those published in this tariff. When another party is permitted to handle freight, SSCC shall be paid by such party for the use of its facilities at rate to be named, depending upon commodity handling and conditions pertaining thereto.</p>	
MAXIMUM LOAD ON FLOORS	372
<p>SSCC shall have the right to specify the maximum load that may be placed on the warehouse or transit shed floors, or on the deck slab of the wharves, and the manner in which single heavy pieces shall be moved over said floors or wharves, and shall also have the right to specify the maximum height to which any commodity may be stacked or piled.</p>	
WHARFAGE EARNED	375
<p>Freight or cargo placed on a wharf shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected on it whether or not it eventually is loaded on a vessel.</p>	
SSCC HELD HARMLESS	380
<p>All users of SSCC facilities agree to indemnify and save harmless SSCC from and against all losses, claims, demands and suits for damages, including death and personal injury,</p>	

and including court costs and attorney fees, incident to or resulting from their operations on the property of SSCC and use of its facilities. This item is not to be construed as requiring any user to indemnify SSCC for that portion of such losses, etc., caused solely by the negligence of SSCC.

PLACEMENT OF GOODS NOT TO BE BAILMENT**382**

The placing of property of any nature, including cargo on port property pursuant to this tariff, shall not be construed, under any circumstances, as a bailment of that property and SSCC, its officers, employees, and agents, shall not be considered as bailees of any property whatsoever.

SECTION 4 - DOCKAGE CHARGES**DOCKAGE CHARGES 400**

Dockage will be assessed on a twenty-four (24) hour day or fraction thereof for the first two (2) days, thereafter dockage will be assessed on a twelve (12) hour period or fraction thereof using one-half (1/2) of the applicable dockage rate. Dockage will be computed on length overall as listed in Lloyds's Register of Shipping or Certificate of Registry.

Advance berthing arrangements must be made with SSCC for all vessels and barges. SSCC may give berthing priority to vessels over barges and barges will be required to vacate a berth for vessels. Estimated time of arrival must be given 48 hours in advance.

The barge line operators shall be responsible for any barge shifting expense deemed necessary by SSCC representative to conduct port-related activities, including maintenance and vacating berths for vessels.

The following dockage charges will be assessed:

Ocean Going Vessels/Barges 402

LENGTH IN FEET			RATE PER FOOT
0	to	199	\$2.00
200	to	399	\$2.60
400	to	499	\$3.60
500	to	599	\$4.80
600	to	699	\$5.80
700	or	over	\$7.50

Inland Barges 403

\$0.68 per linear foot per 24-hour period or fraction thereof.

Barge Shifting 404

Charge will be established by local tug provider.

All other Vessels 405

\$0.68 per linear foot per 24-hour period or fraction thereof unless specific rate provided.

DOCK CLEANING FEE 410

To reimburse SSCC for cleaning costs, a charge of \$250.00 for docking of vessel and for each subsequent docking on shifting of vessel will be assessed against the vessel loading or unloading.

VESSELS TO VACATE 415

SSCC may order a vessel to vacate any berth when SSCC deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the SSCC facilities, or the rights or property of others, or would unreasonably interfere with the use of SSCC's facilities by others. Such situations include, but are not

limited to, the following: when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or the SSCC's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items present a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.

If a vessel fails to proceed to promptly vacate as ordered, without reasonable excuse, it shall be responsible for any damage or expense which results to SSCC and to others caused by such failure to vacate. Also, SSCC shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel. If such movement occurs, the vessel shall hold harmless SSCC for any liability it may incur as a result of such movement.

If a vessel refuses to vacate a berth, SSCC reserves the right to deny such vessel future berthing privileges. Vessels refusing to vacate a berth will be charged triple the applicable dockage rate.

LINE HANDLING CHARGES

420

Handling of lines will be an exclusive function of SSCC on all vessels except when line handling is performed by the vessel's own crew.

For all vessels, charges are:

Between 7:00 a.m. and 6 p.m. of a regular working day (non-weekend, non-holiday):

On arrival	\$200.00
Shifting (per shift)	\$200.00
On departure	\$200.00

Between 6 p.m. and 7 a.m. of a regular working day, or on Saturdays, Sundays or holidays:

On arrival	\$225.00
Shifting (per shift)	\$225.00
On departure	\$225.00

Stand-by pay after expiration of one hour:

Per hour per man

Straight time	\$25.00
Overtime	\$31.75

Cancellation:

Cancellation of line handling orders after crew is on the dock will be charged at full applicable rate.

PORT SECURITY CHARGE

425

To offset costs to the port of security and security-related issues, a fee of \$200.00 per vessel shall be charged to all vessels loading or unloading.

SECTION 5 - WHARFAGE AND HANDLING CHARGES

Commodity	Wharfage	Handling	Item
ARTICLES OTHER THAN IN BULK			505
ARTICLES (other than in bulk) not otherwise provided for: specifications for packing as per UPC; Viz:			
(a) In bags or sacks	\$1.50	Rates on request	
(b) In barrels or drums	\$1.50	Rates on request	
(c) In boxes or cases	\$1.50	Rates on request	
(d) Other than in (a), (b) or (c) above	\$1.50	Rates on request	
PAPER, VIZ			507
Cigarette, newsprint, printing or wrapping, sealing tape, gummed paper (other than cloth lined), protected with waterproof wrapping paper, tubing, paper, flat, such as used for wrapping in lieu of paper bags or wrapping paper, wrappers, paper (other than tissue, vegetable, parchment or government stamped), plain or printed, not corrugated, lithographed, embossed, oiled or waxed, wrapping paper			
	\$1.50	Rates on request	
PAPER, WASTE AND RAGS, VIZ			510
Paper, waste and rags, Viz: Magazines, in sacks; paper, waste, in machine pressed bales			
	\$1.50	Rates on request	
Rags, in machine pressed bales	\$1.50	Rates on request	
PULPBOARD, LINERBOARD, FIBREBOARD, STRAWBOARD			515
Pulpboard, linerboard, fibreboard, strawboard			
	\$1.50	Rates on request	
WOODPULP			520
Woodpulp, in bales or rolls			
	\$1.50	Rates on request	

SECTION 6 – OTHER MISCELLANEOUS SERVICES**STORAGE OF OUTBOUND CARGO, INBOUND CARGO 605**

Storage of outbound or inbound cargo must be by special arrangement due to limited storage space at the port facility.

FRESH WATER 610

Rate to be assessed by SSCC for water supplied to vessels will be \$1.00 per net ton of 240 gallons, subject to minimum charge per vessel, as follows:

Between 1:00 a.m., Monday and 3:30 p.m. Fridays, except on holidays	\$100.00
At all other times, including holidays	\$150.00

HEAVY LIFT CHARGES 615

Heavy lift pieces or packages of cargo are usually handled by stevedores between vessel and rail car or truck on the wharf apron. In instances where it becomes necessary or desirable for SSCC to handle such heavy lifts the standard handling charges otherwise provided in the tariff will apply plus actual cost plus 25 percent. Arrangement for any heavy lift must be made prior to movement to the port.

TERMINAL / FACILITY USE CHARGE 620

When a stevedoring company or other party is granted permission by SSCC to handle cargo to and from inland carriers, or premises or facilities under SSCC control, whether or not the movement is direct between inland carrier and watercraft, the following will be assessed:

General cargo to or from rail cars or trucks, including stuffing or unstuffing of containers	\$0.45 per 2,000 pounds
Bulk cargo to or from rail cars, trucks, or pipeline loading	\$0.20 per 2,000 pounds
Minimum charge	\$25.00

SHIP REFUSE SERVICE 625

When SSCC is required to handle refuse from a vessel, a charge will be assessed for the actual cost of the service plus 25 percent.

SPILL CONTAINMENT 630

SSCC requires, and will provide and deploy spill containment equipment for all vessels discharging and/or loading liquid materials or any other materials that could be environmentally hazardous if spilled overboard. Cost of this service will be \$550 for providing and deploying containment equipment.

All vessels, their owners or agents, shall provide no less than 12 hours notice prior to arrival so that containment procedures can be implemented.

SECTION 7 - APPENDIX**METRIC CONVERSION TABLE**

The following table is provided for convenience and as a guide for measurement conversion.

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.333
Measurement Tons	Cubic (40 cubic feet)	Meter Cubic Meters by 0.883
Cubic Meters	MbdFt	MbdFt by 2.36
MbdFt	Cubic Meters	Cubic Meters by 0.424

METRIC EQUIVALENTS

1 Kilo = 2.2046 Pounds

1 Metric Ton = 1,000 Kilos

1 Pound = 0.4536 Kilos

1 CWT (U.S. - 100 Pounds) = 45.359 Kilos or 0.4536 Metric Tons

1 CWT (British - 112 Pounds) = 50.802 Kilos or 0.0508 Metric Tons

1 Bushel Grain (U.S.) = 60 Pounds or 27.216 Kilos

1 Cubic Meter = 35.315 Cubic Feet

1 Cubic Foot = 0.0283 Cubic Meters

1,000 MbdFt = 83.33 Cubic Feet

1 Cubic Meter = 423.792 MbdFt

1 Barrel (U.S. - 42 Gallons) = 158.987 Liters