

# **SEASPAN FERRIES CORPORATION**

## **TARIFF NO. 51**

This Tariff contains the terms and conditions under which SFC (defined below) provides services and makes available use of its Property (defined below). Any use of SFC's services and of SFC Property constitutes acceptance of the Tariff without modification.

Read this Tariff carefully. It is a legal agreement and it contains limitations of liability. This Tariff supersedes and cancels any and all previous tariffs of SFC, which may or may not have been published.

Tariff No. 51 Issued:	November 1, 2023
Tariff No. 51 Effective:	January 1, 2024

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## **SECTION 1 General**

### **1. DEFINITIONS**

1.1 Capitalized words or phrases not defined elsewhere in this Tariff have the following meanings:

- (a) "Affiliate" means, in relation to any corporation, an affiliate of that corporation within the meaning assigned in the British Columbia *Business Corporations Act* and, in relation to any other natural person, sole proprietorship, partnership, trust, joint venture, any governmental authority or any incorporated or unincorporated entity or association of any nature (a "Person"), any Person that is directly or indirectly controlled by such Person. For the purposes of this definition, a Person "controls" another Person, if that Person directly or indirectly possesses sufficient voting rights (whether through ownership of shares, by contract or otherwise) which are freely exercisable without penalty or disadvantage to that Person to elect that number of directors (or other applicable individuals in the event the other person is not a corporation) that is capable of passing resolutions with respect to the conduct of the business or affairs of that other Person except business or affairs which by law must be determined by shareholders (or other applicable equity or interest holders in the event the other Person is not a corporation), and "controlled by" and "under common control with" have corresponding meanings.
- (b) "Cargo" means and includes all goods shipped or on SFC Property, including but not limited to all vehicles, trucks, trailers, containers, rail cars, and any goods contained thereon or therein.
- (c) "Carriage" means the whole of the operations and services undertaken or performed by SFC with respect to the Cargo on land or on water.
- (d) "Perishable Goods" shall be understood to mean products which deteriorate in quality after a relatively short period of time.
- (e) "Property" means all premises, facilities, and Vessels used by SFC for drop off, pick up, parking, carrying, storage, loading, unloading, or discharging Cargo or in any way associated with any of SFC's operations.
- (f) "SFC" means and includes Seaspan Ferries Corporation and all associated and related companies, their employees, agents, masters, crew, and sub-contractors, and the employees, servants, agents, officers, masters, and crew of any subcontractors, and every ship, tug, scow, barge, or vessel used in the Carriage of Cargo, as well as the owner, operator, officers, and crew thereof.
- (g) "Shipper" or "the Shipper" when used in relation to the Cargo means and includes, jointly and severally, the shipper, owner, and consignee of the Cargo and any person, firm, or corporation having any right, title or interest to or in the Cargo or documents relating thereto.
- (h) "Vessel" means and includes any tug, barge, scow, ship or any other vessel, and any substituted vessel whether owned, chartered, or operated by SFC or any other person on its behalf.

## **2. APPLICATION**

- 2.1 This Tariff and its terms shall govern all Carriage contracted or conducted by SFC its servants or agents. These terms shall govern from the period commencing with delivery of the Cargo, throughout the entire time the Cargo is in SFC's custody, including any period that the Cargo is stored on or in transit through SFC Property, until its removal from SFC Property.
- 2.2 In the event of any conflict between the terms of this Tariff and any bill of lading, waybill, or contract of affreightment, the terms of this Tariff shall prevail.
- 2.3 Each Shipper agrees to indemnify SFC and to save it harmless from any claims made by any party with a legal interest in the Cargo in the event that party is not bound by the terms of this Tariff.
- 2.4 The *Marine Liability Act*, S.C. 2001 c.6 and the scheduled Hague-Visby Rules, including the provisions relating to the limitation of liability regime contained therein, shall apply to any and all services provided by SFC, whether on land, water, deck carriage or otherwise, unless expressly agreed otherwise.
- 2.5 Any and all bills of lading issued are non-negotiable.

## **3. WARRANTY**

- 3.1 Every Shipper who requests or obtains any services of SFC or the use of any SFC Property warrants that it has been authorized by all those having any interest in any Cargo to obtain such services or use of the Property in accordance with, and subject to, all the terms and conditions, including limitations of liability, contained in this Tariff.
- 3.2 Every Shipper warrants that it has secured insurance over all Cargo on SFC Property or for which Carriage is provided by SFC and that such insurance shall accrue to the benefit of SFC.

## **4. DECK CARGO AND MANNER OF CARRIAGE**

- 4.1 It is understood and agreed that all Cargo will be carried in an open scow or on a deck barge with or without lashings, wheel locks, chocks, blocks or any apparatus at all and that each Shipper accepts all risks of open scow or deck carriage, including, without limiting the generality of the foregoing, unseaworthiness or unfitness of any Vessel or negligence of SFC. It is also understood and agreed that the provisions of the Hague-Visby Rules shall apply to all deck carriage.
- 4.2 The statement in this Tariff as to the shipment of the Cargo shall not be conclusive as against SFC, if such Cargo or part thereof are so shipped, and notwithstanding that notice to the effect has not been given.

## **5. FREIGHT**

- 5.1 Freight is to be considered earned when Cargo is delivered to SFC for transportation, and is not to be set off, refunded, or reduced in any event, Vessel or Cargo lost or not lost. A Shipper shall pay the freight and all other lawful charges accruing on said Cargo, and if required, shall pay the same before delivery. If the Cargo shipped is not as described in the bill of lading or other shipping document, the freight charges must be paid upon the Cargo actually shipped, as determined by SFC, with any additional penalties lawfully payable thereon.

5.2 Any charges contrary to this Tariff are subject to correction. If on correction the charges are higher, SFC may collect the additional amount from any Shipper.

## **6. LIEN**

- 6.1 SFC shall have a general lien on any and all Cargo and any and all documents relating thereto for any and all claims for freight, storage, charges, expenses, advances, or any other cost or expense incurred by SFC in connection with any past or present Cargo or past provision of services or any other amount owing or due to be owing from a Shipper to SFC, notwithstanding the extension of any credit, and notwithstanding that such Cargo is no longer in the possession of SFC.
- 6.2 If any lien claim remains unsatisfied for thirty (30) days after demand for its payment is made, SFC may sell at public auction or private sale, upon ten (10) days written notice to any Shipper, any and all Cargo as may be necessary to satisfy such lien. Such lien may be exercised by SFC notwithstanding that it may have parted with possession of the Cargo and notwithstanding any credit arrangements agreed or granted.
- 6.3 Where Cargo contains Perishable Goods which are delayed while in the possession of SFC, are unclaimed or refused at the place of delivery, or for other reasons are threatened with deterioration, SFC may immediately take such steps as it alone deems fit for the protection of itself and other interested parties including: the destruction or abandonment of all or any part of the Cargo, sending of communications for instructions at the cost of the Shipper, the storage of the Cargo or any part thereof at the risk and cost of the Shipper, and/or the disposition of the Cargo or any part thereof at public or private sale without notice.
- 6.4 In the event of any sale, SFC is authorized to pay itself out of the proceeds of such sale, including all charges, advances, and expenses of SFC plus costs of the sale, holding any surplus subject to the order of the Shipper.
- 6.5 If on sale of Cargo as provided above, the proceeds fail to cover the amount owing to SFC (including the said costs, expenses, and interest), SFC shall be entitled to recover the deficiency from any Shipper. The sale of any Cargo will not discharge any Shipper of any liability to pay any deficiencies. SFC shall bear no liability for any deficiencies in any sale or any difference between the value of the Cargo and the sale price achieved.

## **7. SAILING**

- 7.1 SFC is not, and does not hold itself out to be, a common carrier and does not bind itself to carry all cargo, dispatch any Vessel at advertised times, or at any particular times, nor does SFC guarantee the sailings, passage, or arrivals of any Vessel. SFC reserves the right to refuse to perform or provide any services, to anyone, at any time, for any reason as determined in the sole discretion of SFC.
- 7.2 SFC does not undertake and shall not be liable to carry Cargo in the order in which it is received from Shippers and shall not be responsible to any Shipper for delay in delivery of any Cargo.
- 7.3 SFC does not undertake and shall not be liable to transport Cargo by any particular Vessel, on any particular date or sailing, or in time for any particular market, nor on any particular route, notwithstanding any reservation or booking.

7.4 Allocated reservations or bookings are not transferrable to any other sailing or to any other Shipper. SFC reserves the right to charge for any reservation or booking made, regardless of whether or not it is used.

## **8. DESCRIPTION OF CARGO**

8.1 Notwithstanding any written description in any document, SFC is not responsible or bound by any description, load, stow, count, seal, weight, measure, gauge, quality, condition, brand, contents, or value of Cargo as stated by any Shipper, or for any discrepancies between shipping marks as described and the actual marks on the Cargo, or for any difference between the contents of the packages and description of same in any document and those actually delivered.

8.2 Each Shipper warrants it has complied with all applicable laws, regulations, and requirements of customs, port, and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses, and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect, or insufficient description, measurement, marking, numbering, addressing, or provision of any other particulars relative to the Cargo.

8.3 Each Shipper further warrants that the Cargo is packed, loaded or stowed in a manner adequate to withstand the ordinary risks of Carriage, including lifting, loading, stowage and unloading from any Vessel and transit or transfer to or from any SFC Property having regard to its nature and in compliance with all laws, regulations, and requirements which may be applicable.

## **9. LIBERTIES**

9.1 SFC shall have the following liberties in connection with the Carriage of Cargo under this Tariff and SFC shall not be liable in damages or otherwise as a consequence of the exercise, neglect, non-exercise, or attempted exercise of any other of the following liberties:

- (a) The Carriage may be performed by any Vessel;
- (b) SFC may discharge, land, store, transship, and forward Cargo in the case of accident, should the Vessel put into a port of refuge, or for any cause including but not limited to circumstances where the Vessel is prevented from entering any port or place or is likely to be delayed or threatened owing to labour disputes, disturbances, riots, civil commotion, war or the consequences of war (declared or undeclared), terrorism or the consequences of terrorism, insurrections, requisitions, or the threat of requisition, priorities or any other action, direction, regulation or order of any competent authority or agency, acts of God, perils of the sea and of other waters, dangers of navigation, fire, ice, public enemies, storms, floods, tides, or any other matter or thing beyond the direct control of SFC or any other cause deemed fit as determined by SFC in its sole discretion. In such a case, SFC shall be at liberty to proceed to the nearest convenient port or place and there lighter, discharge into craft, land the Cargo or any part thereof, to store afloat in the Ship, ashore, or otherwise with or without watchmen, or transship or forward the Cargo to destination by land, water or air, all at the risk of the Shipper who shall pay all extra freight charges and expenses incurred under this clause in lightering, discharging, landing, storing, transshipping, or forwarding Cargo;
- (c) It is further understood SFC may sail Vessels with or without pilots, tow or assist Vessels, sail Vessels which may be towed, call at any ports in any order, for any purpose, and convey Cargo in lighters to and from any Vessel or other ship at the sole risk of the Shipper of the Cargo;

- (d) In case the whole or any part of any Cargo is prevented by any cause from loading, is overcarried, or landed at any intermediate port, SFC is only required to forward the Cargo by another SFC Vessel or other means of its choosing and incurs no further liability;
- (e) SFC may postpone a shipment or delivery date if SFC determines that in any particular case that it is not possible, practicable, or convenient to ship or deliver Cargo and of which impossibility, impracticability, or inconvenience SFC shall be the sole and conclusive judge;
- (f) SFC shall be at liberty at any intermediate port to shift or discharge any Cargo for the purpose of discharging or stowing other Cargo at such port;
- (g) SFC shall have liberty to tow, to be towed, and to assist vessels under all conditions;
- (h) SFC is not required to notify the consignee of the arrival of Cargo; and
- (i) SFC shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery, or otherwise howsoever, given by the Government of Canada and any provincial, territorial or municipal government or, any department or agency thereof, or by any committee, authority or person including those having under the terms of the insurance of the Vessel the right to give such orders or directions. If by reason of and in full compliance with any such orders or directions anything is done or not done, it will not be deemed to be deviation, and delivery in accordance with such rights or directions shall be a fulfillment of SFC's obligations hereunder.

## **10. NOTICE AND SUIT**

- 10.1 Notice of any claim against SFC and the particulars of such loss or damage must be made in writing to SFC before or at the time of the removal of the Cargo into the custody of the person entitled to delivery thereof, or if the loss or damage is not apparent, within three (3) days of delivery. Removal of the Cargo after delivery shall be prima facie evidence of the delivery by SFC of the Cargo as described in the bill of lading. If the Cargo does not arrive, such notice must be given within three (3) days of the date on which the Cargo would have arrived in the ordinary course.
- 10.2 SFC shall in any event be discharged from all liability whatsoever in respect of all Cargo unless suit is brought within one year of their delivery or within one year of the date the Cargo should have been delivered.

## **11. LIABILITY**

- 11.1 SFC is entitled to claim the benefit of every defense set out in a carrier's favour in any bill of lading for Cargo subject to Carriage by SFC. Each Shipper agrees that SFC is the agent of any such carrier for the purpose of contracting for the benefit of any bill of lading defenses, and each Shipper authorizes SFC to so act.
- 11.2 Under any circumstances where the *Marine Liability Act, supra*, and the Hague-Visby Rules do not apply in their entirety, each Shipper expressly agrees that the limitation of liability regime contained in the Hague-Visby Rules shall nonetheless apply and that the liability of SFC shall be limited accordingly.

- 11.3 Nothing in this Tariff shall operate to limit or deprive SFC of any further or other statutory protection or exemption from or limitation of liability, and SFC shall be entitled to the benefit of all laws granting SFC as a carrier of Cargo or owner of Ships, or in any other capacity in which it may act, exemption from or limitation of liability.
- 11.4 SFC shall not be liable for any loss, damage, or detention, which occurs while the Cargo is not in the actual custody of SFC. Cargo destined to ports, places, or docks other than the designated port, place, or dock of discharge, is to be forwarded at the expense and risk of the Shipper and subject to all the conditions herein.
- 11.5 Each Shipper is responsible for its own actions and for the actions of its employees, Affiliates, subcontractors, representatives and agents. Each Shipper will, without in any limiting any other provisions of this Tariff, indemnify, hold harmless and defend SFC and its employees, directors, Affiliates and agents from and against all damages, liabilities, claims and losses of any type, including reasonable lawyers' fees, in connection with: (a) any negligent act or omission, or willful misconduct of the Shipper or of its employees, Affiliates, subcontractors, representatives or agents, (b) the breach of any terms of this Tariff or any bill of lading by the Shipper, (c) a failure by the Shipper to comply with all applicable laws, (d) any injury, loss or harm (including bodily injury or death) to persons or property caused by or occurring to a Shipper or its employees, Affiliates, subcontractors, representatives or agents, and (e) from any cause in connection with the Cargo for which SFC is not responsible.
- 11.6 Other carriers, their agents and employees shall not be held to be agents, servants, or employees of SFC and no liability shall attach to SFC for any Cargo not in the custody of SFC except as expressly provided herein.

## **12. SERVANTS AND AGENTS**

- 12.1 It is hereby expressly agreed that no servant or agent of SFC (including every independent contractor from time to time employed by SFC) shall in any circumstances whatsoever be under any liability whatsoever to any Shipper for any loss, damage, or delay or otherwise of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on their part while acting in the course of or in connection with their employment. Without prejudice to the generality of the foregoing provisions in this clause, it is also hereby expressly agreed that every exemption, limitation, condition, and liberty contained in this Tariff and every right, exemption from liability, defense, and immunity of whatsoever nature applicable to SFC or to which SFC is entitled shall also be available and shall extend to and protect every servant or agent of SFC acting in such a capacity. It is further expressly agreed that for the purpose of all the foregoing provisions of this clause SFC is, or shall be deemed to be, acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including independent contractors) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Tariff.

## **13. SALVAGE AND GENERAL AVERAGE**

- 13.1 In the event of accident, danger, damage, or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequence of which, SFC is not responsible by statute, contract, or otherwise, the Cargo or Shipper shall contribute with SFC in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be incurred, and shall pay salvage and special charges incurred in respect of the Cargo.

- 13.2 If a salvaging vessel is owned or operated by SFC, salvage shall be paid for as fully as if the salvaging vessel belonged to strangers.
- 13.3 Before delivery of the Cargo, the Shipper shall make such deposit as SFC may in its sole discretion deem sufficient to cover the estimated contribution of the Cargo for any general average, salvage, or special charges thereon.
- 13.4 General average is to be adjusted and payable according to York-Antwerp Rules, 1994, and it is agreed that jettison of deck Cargo for the common safety shall be allowed as general average.
- 13.5 Notwithstanding Rule 10(b) of the York-Antwerp Rules, it is expressly agreed that the cost of handling, discharging, and restowing Cargo shall be admitted as general average when reasonably necessary for the prosecution of the voyage, as well as under the circumstances set forth in the said Rule.

#### **14. BOTH TO BLAME**

- 14.1 If any Vessel owned or operated by SFC comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot or the servants of SFC in the navigation or in the management of the Vessel, each Shipper will indemnify SFC against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of each Shipper of the said Cargo, paid or payable by the other or non-carrying ship or her owners to each Shipper of the said Cargo, and set off, recouped or recovered by the other or non-carrying ship to her owners as part of their claim against the carrying Vessel or SFC. The foregoing provision shall apply where the owners, operators, or those in charge of any ship, or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

#### **15. DANGEROUS CARGO**

- 15.1 Each Shipper warrants to SFC that:
- (a) It has brought to the attention of SFC in writing the nature of dangerous cargo including all pollutants, hazardous or dangerous substances, and/or substances which may cause damage to the environment or danger to health, safety, or welfare of persons, or risk of interference with normal enjoyment of property or life, or danger to the health of animal life, or damage to plant life or property, to be carried pursuant to a contract governed by this Tariff, such Cargo to include any toxic substance, waste, pollutant, deleterious substance or dangerous good, as these terms are given meaning under the International Maritime Dangerous Goods Code ("IMDGC") or any laws of Canada or its provinces or territories as may be applicable thereto ("Dangerous Cargo");
  - (b) It has complied with all applicable requirements of the laws of Canada and its provinces or territories with respect to the transportation of Dangerous Cargo, including those set out in the *Transportation of Dangerous Goods Act*, SC 1992, c 34 and the regulations thereto, the *Transport of Dangerous Goods Act*, RSBC 1996, c 458 and the regulations thereto;
  - (c) All applicable requirements of the IMDGC have been complied with;
  - (d) Each Shipper has properly packaged, labeled, and marked all Dangerous Cargo and that all Cargo which is designated as a "marine pollutants" pursuant to any law, statute



or regulation of Canada or of its Provinces or territories or as designated in the IMDGC clearly, visibly, and properly identified in accordance with all applicable laws;

- (e) Where applicable, each Shipper has an emergency response assistance plan that has been filed with and approved by the Minister of Transport in accordance with the requirements of any applicable law, statute, or regulation;
- (f) Each Shipper has packed any Dangerous Cargo into containers or vehicles that comply with the requirements of all applicable laws, regulations, and the IMDGC;
- (g) Each Shipper has not packed any Dangerous Cargo with incompatible Cargo or substances;
- (h) Each Shipper has externally examined its packaged Dangerous Cargo and found them to be sound; and
- (i) Each Shipper has properly stowed and secured its packaged Dangerous Cargo or had it properly stowed and secured in containers or vehicles.

15.2 Each Shipper, notwithstanding anything contained herein or in the *Marine Liability Act, supra*, shall:

- (a) Indemnify SFC and hold it harmless from all loss, damage, delay and also from any costs of taking any measures required by law, regulation, or governmental directive and taking any measures consistent with public or environmental safety in connection with the Cargo, including all Dangerous Cargo to prevent or eliminate dangerous conditions, and prevent the release of the Cargo, or if released, to remedy any dangerous condition or reduce or mitigate any danger to health, safety, or welfare of persons, any risk of interference with normal enjoyment of property or life, any danger to the health of animal life, and any risk of damage to plant life, or property or the environment;
- (b) Indemnify SFC and hold it harmless against all claims (including actions, claims, demands, causes of action, liens, penalties, forfeitures, assessments and proceedings of every nature and kind made, brought or prosecuted by any person, including by Her Majesty in the Right of Canada or in the Right of any of the Provinces or Territories of Canada or other governments and agencies thereof or by persons receiving the Cargo from SFC hereunder) in respect of, directly or indirectly, the Cargo or any portion or portions thereof which are pollutants, hazardous or dangerous substances, or substances which may cause damage to the environment.

15.3 In addition to any remedy available at law, SFC may sell, destroy, store ashore, or afloat, abandon or otherwise dispose of any Cargo in respect of which SFC reasonably believes any Shipper to be in breach of any warranty and representation, all at the expense and for the account of the Shipper and without liability to compensate any Shipper.

## **16. LAW AND JURISDICTION**

16.1 This Tariff and any contracts governed by it shall be interpreted in accordance with the law of British Columbia and Canadian Maritime Law (with Canadian Maritime Law to prevail in case of conflict) and all disputes, actions, causes of action, claims or demands arising out of or relating to all Carriage shall fall within the exclusive jurisdiction of the Federal Court of Canada, the Supreme Court of British Columbia, or the Provincial Court of British Columbia.

**17. FORCE MAJEURE**

17.1 SFC shall not be responsible or be held liable in damages if any obligation it may have to the Shipper cannot be performed, in whole or in part, due to force majeure including but not limited to: labour disputes, disturbances, riots, civil commotion, war or the consequences of war (declared or undeclared), terrorism or the consequences of terrorism, insurrections, requisitions, or the threat of requisition, priorities or any other action, direction, regulation or order of any competent authority or agency, acts of God, perils of the sea and of other waters, dangers of navigation, fire, ice, public enemies, storms, floods, tides, or any other matter or thing beyond the direct control of SFC.

**18. WAIVER**

18.1 No failure or delay by SFC in enforcing any right or exercising any remedy will be deemed a waiver by SFC of any right or remedy.

**19. SEVERABILITY**

19.1 If any provision of this Tariff or any part of any provision (in this Section called the "Offending Provision") is declared or becomes unenforceable, invalid or illegal for any reason whatsoever including, without limiting the generality of the foregoing, a decision by any competent courts, legislation, statutes, bylaws or regulations, or any other requirements having the force of law, then the remainder of this Tariff will remain in full force and effect as if this Tariff had been executed without the Offending Provision.

**SECTION 2**

**Rates - General**

1. Rates in this tariff are subject to the general rules and conditions of carriage adopted by SFC. The rules and conditions contained within this Tariff are subject to change without notice.
2. The Company reserves the right to refuse transportation of any Cargo for any reason. Including cargo not secured and prepared for road legal or safe movement at the sole discretion of SFC.
3. SFC reserves the right to inspect any Cargo and the documentation accompanying any Cargo.
4. Semi-trailers with tractors will be assessed as one unit.
5. All charges must be prepaid unless credit has been established and strict compliance with SFC’s credit terms has been met.
6. Each vehicle (truck, trailer, tanker or van) carrying dangerous goods whereby in accordance with the Transportation of Dangerous Goods regulations, shipping documents and/or placards are required, shall be assessed a “Dangerous Goods Handling Fee” of \$37.00 for each such vehicle (truck, trailer, tanker or van) being transported.
7. Except as otherwise provided herein, when the width of a unit and/or its load exceeds nine (9) feet, an over width rate fee will apply up to a maximum of eighteen (18) feet wide. *All tier levels will pay an additional \$1.27 per foot for units over 9 feet wide and up to 10 feet wide, an additional \$2.54 per foot for units over 10 feet wide up to 11 feet wide, and an additional \$10.16 per foot for any units over 11 feet wide and up to the maximum of 18 feet wide. Any over width units are subject to approval and acceptance by SFC to determine route, suitability, and handling parameters. Any units over eighteen (18) feet wide will be assessed on a case-by-case basis as to whether or not they can be accepted.* The chart below shows an example of over width rates based on Tier 1 rates:

Base Rate per foot Tier 1	Up to 9 feet wide	Up to 10 feet wide	Up to 11 feet wide	Over 11 feet wide (up to 18 feet wide)
Duke Point	\$9.80	\$11.07	\$12.34	\$19.96
Swartz Bay	\$10.49	\$11.76	\$13.03	\$20.65

8. When unit lengths are being calculated, SFC reserves the right to charge an additional amount for any protrusions beyond the extremities of the trailers, such as refrigeration units and tail gates, to the nearest foot, or as determined by SFC.
9. All rates are subject to the application of general tariff increases and/or adjustments through contractual agreement to recognize special business conditions.
10. All rates are subject to the application of an energy recapture charge (ERC) and/or dangerous goods surcharges and/or other surcharges, to be determined by SFC in its sole discretion, to recover increased costs or administrative burdens borne by SFC.

11. Unless otherwise noted, all one-way rates stated herein are for commercial trailer units that are understood to be involved in a consecutive two-way move, being a movement to and from Vancouver Island in SFC's service.
12. SFC has the right to charge a surcharge and handling fee for units with additional requirements.

**SECTION 2**

**Item 1 – Rates between Mainland and Vancouver Island**

Automobiles, trucks, trailers, semi-trailers, tractors, forklifts, and machinery on wheels will be subject to the charges below:

A. Passenger vehicles up to 20 feet long and up to 6 feet wide:

	Duke Point	Swartz Bay
Charge per Unit	\$136.70	\$147.29
Terminal Charge per Unit	\$12.00	\$12.00

Surcharge for vehicles requiring special handling and/or administration:

- Towing on/off vessel..... \$250.00
- Boosting.....\$100.00
- Re-fuel..... \$50.00

Units with campers, canopies, boxes or other extremities that exceed the width of 6 feet will be charged as per “B” below.

B. Self-propelled, trucks, machinery and forklifts:

	Duke Point	Swartz Bay
Charge per lineal foot (a 20 ft minimum charge will apply)	\$9.80	\$10.49
Terminal Charge per unit	\$41.18	\$41.18

Surcharge for vehicles requiring special handling and/or administration:

- Towing on/off vessel..... \$250.00
- Boosting or Re-fuel ..... \$100.00

Off road, off highway, and complex equipment may require customer loading/unloading from vessels. Specific equipment types may be subject to restrictions. Prior to booking, coordination and approvals with the shipping and receiving terminals are mandatory.

C. Trailers & one-way commercial traffic not otherwise specified:

		Duke Point	Swartz Bay
Drop Trailers	Charge per lineal foot	\$9.80	\$10.49
	Terminal Charge per unit	\$41.18	\$41.18

Surcharge for trailers requiring special handling.....\$250.00

## **SECTION 2**

### **Item 2 – Miscellaneous Rates**

#### **A. Dwell Fees**

All units transported in SFC's service for customers are managed as flow-through transactions with allowance for some dwell time to facilitate the efficient drop and switch operations. In order to manage this process, SFC has a right to refuse any unit that has not been granted a confirmed booking.

For units arriving at the departure terminal, customers will be granted dwell time for no additional fee for a maximum of 8 hours. Units arriving earlier than the allowable 8 hours may be refused entry to the terminal or charged the dwell fee specified below for the additional dwell time (calculated as the unit's actual sailed departure date/time minus the check-in date/time recorded by SFC and minus the 8 hours of free dwell time).

For units arriving at the destination terminal, customers will be granted dwell time for no additional fee for a maximum of 8 hours. Units left at any terminal past the allowable dwell time will be subject to the dwell fee specified below for the additional dwell time (calculated as the unit's actual picked up date/time minus the vessel discharge date/time and minus the 8 hours of free dwell time).

The "Dwell Fee" is \$150.00 per 24-hour period or portion thereof after the allotted time has expired. SFC reserves the right to alter the allowed dwell time, where necessary, with a 30-day notice, and consideration may be given to special projects and/or weekends and/or public holidays, at the sole discretion of SFC.

#### **B. Administrative Fee**

SFC reserves the right to assess an administrative fee of \$49.50 per unit, or more where it deems appropriate, for administrative services that include, but are not limited to, customer requests to replace documents, not providing dangerous goods paperwork where applicable, issue credit arising from customer errors, providing additional invoices, fulfilling other administrative requests, and handling non-booked units. For units arriving at the departure terminal without a booking and/or a recognized BOL, an Administrative Fee will be applied in addition to SFC's shipping rates as per the tariff.

#### **C. CCASH Service Fee (for any booking without an approved account with SFC)**

SFC will charge a CCASH Service Fee of \$1.00 per lineal foot on top of the Basic Charge for all trailers and drop units transacted with a CCASH booking. Autos will have a flat rate of \$20.00 on top of the basic charge.

#### **D. Accompanying Drivers**

SFC will not charge for the driver travelling with a trailer that is pre-approved by operations, on a case-by-case basis, in advance of cargo booking. Only the primary driver can accompany a trailer.

#### **E. No-Show Units**

For units with a confirmed booking that do not arrive at the departure terminal in time to make their requested sailings, a service fee of \$100.00 may be issued on the subsequent invoice, referencing the BOL in non-compliance.

**APPENDIX 1**

**Tier Pricing Chart**

Effective January 1, 2024

Tier Footage From	Tier Footage To	Tier	Duke Point Basic Rate	Swartz Bay Basic Rate
0	2,500	1	9.80	10.49
2,501	20,000	2	8.99	9.67
20,001	50,000	3	8.46	9.14
50,001	100,000	4	8.09	8.79
100,001	300,000	5	7.82	8.52
300,001	500,000	6	7.54	8.23
500,001	***	7	7.20	7.90

The Tier level is determined based on the annual combined footage, which represents the total footage moved with SFC's services across all lanes within the most recent 12-month period. For example, if a customer moves 18,400 feet in the Duke Point lane and 16,300 feet in the Swartz Bay lane during the 12-month period, the combined footage would be 34,700 feet, qualifying for Tier 3.

As part of the regular business practice, SFC conducts a comprehensive review of the previous 12-month total footage moved on its vessels every 3 months. Based on this evaluation, adjustments are made to the tier price to accurately reflect the 12-month total footage. If a customer becomes eligible to move to a different tier, SFC will promptly notify and implement the updated pricing in the following month. This approach ensures that all customers receive suitable pricing based on their shipping volume and ensures a fair and transparent business relationship with valued clients.

The basic pricing formula: **Basic Charge + Energy Recapture Charge (ERC) + Terminal Charge = Total Price (plus add GST).**

This pricing structure is reserved for customers in good standing who are current on all of their obligations to SFC. SFC has absolute discretion to deny the privilege of this pricing structure to any customer for any reason, including but not limited to, delinquency or non-payment of existing obligations. In such cases, if SFC continues to permit the customer to use its service, which it may deny for any reason, the customer may be charged an undiscounted rate (Tier 1) to be paid in advance or such other rate as SFC may require.