

§525 TITLE PAGE

TITLE PAGE



Federal Marine Terminals, Inc.

MTO SCHEDULE FOR

**The Port of Eastport
Maine**

Issued by:

Federal Marine Terminals
Contact Offices
415 Salmon Drive
Portage, IN. 46368
FMC Organization # 001934

Effective Date: April 01, 2000

Latest Revised Date: July 06, 2007

TABLE OF CONTENTS

§525.1 ABBREVIATIONS, SYMBOLS & DEFINITIONS	3
ITEM 1: PURPOSE AND SCOPE	3
ITEM 2: ABBREVIATIONS.....	3
ITEM 3: DEFINITIONS	4
ITEM 4: ADDITIONAL DEFINITIONS.....	7
§525.2 MTO SCHEDULE DETAILS	8
ITEM 1: TERMINAL HANDLING SERVICES	8
ITEM 2: SHIP AND STEVEDORING SERVICES	8
ITEM 3: WHARFAGE.....	8
ITEM 4: HAZARDOUS MATERIALS.....	8
ITEM 5: OVERTIME CHARGES.....	8
ITEM 6: COLLECTION FOR SERVICES RENDERED	8
ITEM 7: INSURANCE	9
ITEM 8: RELEASE OF CARGO	9
ITEM 9: DAMAGE TO TERMINAL EQUIPMENT OR FACILITIES	9
ITEM 10: TRUCK PICK-UP/DELIVERY.....	9
ITEM 11: COMMENTS/COMPLAINTS.....	10
ITEM 12: LIMITATIONS OF LIABILITY STATEMENT	10
ITEM 13: LIMITATION OF LIABILITY TO VESSELS AND INDEMNITY FROM VESSELS AND CARGO INTERESTS	12
ITEM 14: FREE TIME POLICY	16
ITEM 15: LIMIT ON USE OF FACILITIES AND ABANDONED CARGO POLICY ..	17
ITEM 16-A: TTC COMMODITY RATES.....	17
ITEM 17: STORAGE RATES.....	17
ITEM 18: ENFORCEMENT OF MTO SCHEDULE.....	17
ITEM 19: PORT SECURITY	17
ITEM 20: HOLIDAYS	17
§525.3 AVAILABILITY	18
ITEM 1: AVAILABILITY TO THE COMMISSION.....	18
ITEM 2: AVAILABILITY TO THE PUBLIC.....	18
ITEM 3: NOTIFICATION	18
ITEM 4: FORM AND MANNER.....	18
§525.4 FMT QUALITY POLICY	19
FMT QUALITY POLICY	19

§525.1 ABBREVIATIONS, SYMBOLS & DEFINITIONS

ITEM 1: PURPOSE AND SCOPE

PURPOSE:

This Schedule adheres to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and Coast Guard Authorization Act of 1998.

SCOPE:

The rules, regulations, conditions, commodity rates and/or charges set forth in this schedule apply to or from the following Marine Terminal.

MARINE TERMINAL OFFICE ADDRESS

Federal Marine Terminals, Inc.
Port of Eastport, Maine
27 Madison Street
Eastport, Maine 04631
Tel: (207)853-6096
Fax:(207)853-4111

ITEM 2: ABBREVIATIONS

\$	Currency	%	Percent
Cont'd	Continued	CU FT	Cubic Foot
CWT	Hundredweight or per one hundred pounds	ST	Short Tons (2000.0 lbs.)
FMC	Federal Maritime Commission	GRT	Gross Registered Ton
ISO	International Standards Organization	LBS	Pounds
NOS	Not otherwise specified	LOA	Length overall
<	Less than	>	More than
CFR	Code of Federal Regulations	O/T	Other Than
B/L	Bill of Lading	TTC	Terminal Transfer Charge

ITEM 3: DEFINITIONS

The following words may be used in the ensuing Schedule. These definitions are established by the commission as set forth in Title 46 Chapter IV; Section 525.1.

ACT:

Means the shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and Coast Guard Authorization Act of 1998.

BULK CARGO:

Means cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seebee barges, is subject to mark and count and is, therefore, subject to the requirement of this part.

CHECKING:

Means the service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

COMMISSION:

Means Federal Maritime Commission (FMC).

DOCKAGE:

Means the charge assessed against vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

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.

EXPIRATION DATE:

Means the last day, after which the entire schedule or single element of the schedule, is no longer effective.

FOREST PRODUCTS

Means forest products including, but not limited to, lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp on rolls, wood pulp in unitized bales, paper and paper board in rolls or in pallet or skid-sized sheets, liquid or granular

by-products derived from pulping and papermaking and engineered wood products.

FREE TIME:

Means the period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

HANDLING:

Means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ships tackle.

HEAVY LIFT:

Means the service of providing heavy lift cranes and equipment for lifting cargo.

LOADING/UNLOADING:

Means the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

MARINE TERMINAL OPERATOR (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 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 liner 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.

ORGANIZATION NAME:

Means an entity's name on file with the commission and for which the commission assigns an organization number.

PERSON:

Includes individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives.

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.

SCHEDULE:

Means a publication containing the actual rates, charges, classification, regulations and practices of a MTO. The term "practices" refers to those usage's, customs or modes of operation which in any way affect, determine or change the rates, charges or services provided by a MTO.

TERMINAL FACILITIES:

Means one or more structures comprising a terminal unit, which include, but not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, grain elevators and/or bulk cargo loading and/or structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers.

TERMINAL SERVICES:

Includes checking, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, and wharf demurrage, as defined in this section. The definitions of terminal services set forth in this section shall be set forth in terminal schedules, except that other definitions of terminal services may be used if they are correlated by footnote, or other appropriate method, to the definitions set forth herein. Any additional services which are offered shall be listed and charges therefore shall be shown in the terminal schedule.

TERMINAL STORAGE:

Means the service of providing warehouse or other terminal facilities for the storage of inbound 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.

USAGE:

Means the use of terminal facility by any rail carrier, lighter operator, trucker, party receiving the MTO services or consignee, its agents, servants, and/or employees, when it performs its 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.

WHARF DEMURRAGE:

Means a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.

WHARFAGE:

Means 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 a wharf or when moored in a slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.

ITEM 4: ADDITIONAL DEFINITIONS

PARTY RECEIVING THE MTO SERVICES:

Party receiving the services shall include the party ordering the MTO services from FMT, the owner of the cargo, the shipper, the consignor, the consignee, the ocean carrier, including owners and charterers of the vessel, and any other party having any interest in the cargo and/or receiving, directly or indirectly, any benefit from the services rendered.

§525.2 MTO SCHEDULE DETAILS

ITEM 1: TERMINAL HANDLING SERVICES

A. This item is intentionally left blank.

ITEM 2: SHIP AND STEVEDORING SERVICES

A. This item is intentionally left blank.

ITEM 3: WHARFAGE

A. This item is intentionally left blank.

ITEM 4: HAZARDOUS MATERIALS

A. This item is intentionally left blank.

ITEM 5: OVERTIME CHARGES

A. This item is intentionally left blank.

ITEM 6: COLLECTION FOR SERVICES RENDERED

- A. Except as otherwise stated herein, charges are for the account of the party receiving the MTO services. Payment must be assured prior to release of the goods through any one of the following methods deemed satisfactory to the MTO.
1. Charges to be paid at the time of delivery, in cash until proper credit has been established with Federal Marine Terminals, Inc
 2. Charges advanced by the inland carrier picking up or delivering the cargo at the terminal.
 3. Charged to the account of the party receiving the MTO services when prior arrangements have been made with the terminal.
- B. All charges for any services, including stevedoring, rendered by the MTO for which credit is granted shall be due and payable upon receipt of invoice, without any setoff, compensation or counterclaim. A one and one-half percent per month service charge (18% per annum) will be made against any invoice, which has not been paid in accordance with the terms previously set forth.
- C. The MTO reserves the right to withhold the delivery of goods, until all accrued stevedoring charges, terminal charges, overtime charges, special

- services charges, or storage charges against said cargo have been paid in full, or acceptable guarantee of payment has been arranged.
- D. The vessel, her owners, charterers and agents, Grantees of Berth Privilege, party receiving the MTO services, or in instances of outside operators functioning as set forth in this Schedule, shall permit FMT access to all cargo documents limited to, cargo manifests, delivery tickets, dray receipts, hatch lists, or invoices for services and furnish to FMT such other documentation, reports or information as it may require, for purpose of audit so as to secure necessary data to permit correct billing for charges incurred under this Schedule. Failure to provide such information upon request will constitute cause for denial of use of MTO facilities.
 - E. Advances made by, and/or liabilities incurred by, the MTO are permitted for storage, stevedoring, transportation, terminal charges, insurance, labor, charges present and future in relation to the cargo, as well as expenses necessary for preservation of the cargo, whether or not such advances are required or permitted by this schedule, and such expenses reasonably incurred in the judicial sale of cargo pursuant to law. The MTO has a lien on all of the depositor's property (including the cargo) for such charges, including those reasonably incurred in enforcing such lien (including without limitation attorneys' fees and expenses).

ITEM 7: INSURANCE

- A. This item is intentionally left blank.

ITEM 8: RELEASE OF CARGO

- A. This item is intentionally left blank.

ITEM 9: DAMAGE TO TERMINAL EQUIPMENT OR FACILITIES

- A. The party responsible for damage to sheds, warehouses, structures or other equipment is responsible for payment for such damage. The MTO must be reimbursed for the total cost of restoration, repair or replacement in the event damage is beyond repair. In the event the party responsible fails or refuses to pay for such damage, and the MTO files suit to recover the damage, then the party responsible shall, in addition to its liability for the damage, be liable to the MTO for the MTO's attorneys' fees and costs incurred in recovering the damage and prejudgment interest from the date of the damage. The prejudgment interest rate shall be the prime rate, compounded annually.

ITEM 10: TRUCK PICK-UP/DELIVERY

- A. The party receiving the MTO services and any party that instructs a truck driver to enter the terminal for the purpose of pick-up or delivery of cargo

at the terminal shall ensure that the truck driver has knowledge of and abides by all rules of the terminal, as well as any applicable OSHA regulations and any local, state or federal rules, regulations or laws governing the operation of motor vehicles. Any party receiving the MTO services and any party that instructs a truck driver to enter the terminal for the purpose of pick-up or delivery of cargo at the terminal, that fails to ensure that the truck driver has knowledge of and abides by all rules of the terminal shall indemnify and hold harmless FMT for any and all claims, including, but not limited to, claims for personal injury, including claims by the truck driver, claims for property damage, and all other liabilities, including attorneys fees, arising from or related to the failure of the truck driver to abide by said rules.

- B. For their own safety, truck drivers must obey the following truck loading rules:
 - A. All truck drivers must remain not less than twenty (20) feet away from any truck, trailer and/or chassis while the truck, trailer and/or chassis is being loaded or unloaded.
 - B. All truck drivers must stay a safe distance (not less than twenty (20) feet) away from any area where loads are being suspended overhead.

ITEM 11: COMMENTS/COMPLAINTS

- A. This item is intentionally left blank.

ITEM 12: LIMITATIONS OF LIABILITY STATEMENT

- A. The MTO shall not be liable for any expenses, losses, or claims whatsoever caused by or resulting from: failure or delay in performance of services including stevedoring; bursting of pipes, an act of god; fire; flood; storm; frost; heat; leakage; evaporation; sweat; moisture; loss of weight; breakage; insufficient cooperage, boxing, crating, car bracing, bagging, packing or wear and tear; failure of building; theft; rodents; insects; parasites, or other vermin; elements; strikes; walkouts; picketing; labor disputes; shortages of labor; wars; riots; insurrections; the order of any governmental authority; necessities of war or disaster; or any cause beyond the MTO's control. The MTO is not responsible for any delay in delivery of cargo to or receipt of cargo from carriers. All storage and handling charges must be paid on goods lost or damaged. Nothing herein above shall relieve the MTO of liability resulting from its own negligence.
- B. Iron and steel rates are based on open-pier, uncovered handling and storage. The MTO will not be liable for any loss, expense, or damage, including rusting, pitting, etc., whatsoever, caused or contributed to by cargo being partially or wholly unprotected during handling or storage. Acceptance for use of an open-pier by a party receiving MTO services, or receiver of goods, is a recognition that cargo landed on such dock is at the risk and expense of the party receiving the MTO services.

- C. The MTO shall not, in any event, be or become liable for any loss or damage to goods in an amount exceeding the per package amount set forth in the Carriage of Goods at Sea Act, 46 U.S.C. Section 1304 (5), (\$500 (US) per package) or in case of goods not shipped in packages, the per customary freight unit amount set forth in the Carriage of Goods at Sea Act, 46 U.S.C. Section 1304 (5), unless the party receiving the MTO services, prior to the commencement of such services, declares a higher value to the MTO and pays to the MTO a premium computed at 1% of the declared value of each package in addition to the other charges for such services as herein set forth. The declaration of a higher value by the party receiving MTO services shall be only prima facie evidence of the true value of the cargo. In the event the actual value of the cargo is greater than the declared value, the liability of the MTO shall not exceed the declared value. In the event the actual value of the cargo is less than or equal to the declared value of the cargo, the liability of the MTO shall not exceed the actual value. In no event shall the MTO be liable for any damage unless said damage results solely from the failure of the MTO to exercise due and proper care in performing the services contracted for. [for the purpose of this limitation, an intermodal shipping container will be considered a package and the contents therein will not be considered separate packages.]
- D. The MTO will not be liable for damage in the loading, off-loading or unloading of cargo not packed to meet import/export packaging standards, nor for concealed damages and/or concealed shortage, and all receipts issued are subject to these provisions. Perishable merchandise or merchandise susceptible to damage through temperature changes or other causes incidental to either handling or general storage, will be accepted only at the party receiving the MTO services' risk for such damage as might result from either general storage or handling.
- E. In addition to any other defenses which the MTO may have, the MTO shall also be entitled to the benefit of all the rights, immunities and defenses available or stated to be available to the carrier under its bill of lading or contract of carriage. The party receiving the MTO services undertakes that any bill of lading or other contract of carriage for cargo to be handled by the MTO will contain an express provision stating that the MTO is to be deemed a servant of the carrier and as such to be entitled to rely on all of the rights, immunities and defenses available to the carrier under such bill of lading or other contract of carriage, and that this express provision and entitlement will extend to cover all services provided by the MTO, including any services provided after discharge of the cargo; and the party receiving the MTO services shall indemnify and hold harmless the MTO against any failure to comply with this undertaking. In the event that the additional defenses available to the carrier under its bill of lading or other contract of carriage conflict with any other defenses available to the MTO, the MTO shall have sole discretion to choose which defenses it will assert.

- F. With respect to cargo carried by truck; the loading or unloading of cargo shall be under the supervision of the truck driver of the truck. It shall be a primary duty of the trucking company and/or its drivers to take delivery of the cargo for which the trucking company entered the operator's premises. The MTO shall not be responsible for any trucking costs resulting from the trucker taking other than their intended cargo from the MTO's premises.
- G. Under no circumstances will the MTO be liable for any type of truck demurrage, rail demurrage, barge demurrage, detention, or waiting time.
- H. Under no circumstance shall the MTO be liable for any infestation of cargo. Any costs incurred in eliminating the infestation, including but not limited to: stand by, extra labor costs, extermination costs, governmental penalties, fines or corrective actions, will be for the account of either the cargo owner, consignee of the cargo or party receiving the MTO services.
- I. Under no circumstance shall the MTO be liable for spoilage of cargo within a reefer container which is in the care, custody or control of the MTO, caused by an electrical shortage/outage or failure or malfunctioning or defect of the reefer container itself or its refrigeration systems, as well as any failure of the electrical plug located at the MTO's facility.
- J. In any event, the MTO shall be discharged from all liability in respect of loss or damage unless suit is brought within eight (8) months after delivery of the cargo to FMT or six (6) months from the date of delivery of the cargo to the consignee or its agent, whichever period is lesser, and only if written notice describing the general nature of the loss or damage has been given to the MTO within five (5) days of the date of delivery of said cargoes from FMT. The only exception shall be if arrangements for storage are made in writing and agreed upon by all parties. These written arrangements must also include a statement defining the liability of the MTO. In the event such arrangements are made, suit must be brought within eight (8) months of the date set forth in the written agreement for delivery of the cargo from FMT. Failure to take delivery on the date set forth in the written agreement shall not excuse the failure to bring suit within eight (8) months of that date. In all other cases, failure to give written notice within five (5) days of loss or damage to the MTO shall be prima facie evidence of good delivery by the MTO. Written notice as provided for herein shall be a condition precedent to the institution of any lawsuit against the MTO.
- K. The MTO is not responsible for failure of computer systems and equipment resulting from unrecognizable dates prior to, on and after the year 2000 (Y2K). To review our corporate Y2K plan, please see the Fednav web site at www.fednav.com.

ITEM 13: LIMITATION OF LIABILITY TO VESSELS AND INDEMNITY FROM VESSELS AND CARGO INTERESTS

For purposes of this Item, "vessel(s)" shall mean ships, boats, barges or water craft of any kind or description. All vessels delivered to the MTO for loading and/or unloading are subject to the following terms and conditions. Delivery of a vessel to the MTO constitutes acceptance of these terms and conditions by the owner, charterer and/or operator of the vessel, the party delivering the vessel, the party ordering its delivery and/or the party ordering its loading/unloading by the MTO.

A. Limitation of Liability as to all Vessels and Indemnity from Cargo Interests for Damages Caused by Insufficiency of Packing

1. In no event shall the MTO be liable for any damage to vessels in the loading, off-loading and/or unloading of cargo and all handling incident thereto that is caused directly, or indirectly, in whole or in part, by insufficiency in packing of the cargo and/or failure to supply proper handling instructions for the cargo. The shipper, consignor, consignee and cargo owner shall defend, indemnify and hold harmless the MTO, its officers, agents and employees and all related entities and their officers, agents and employees from and against any and all claims, demands, actions, losses, and damages, including, but not limited to, claims for personal injury or death, claims for loss of or damage to vessels, and claims for property loss or damage of any kind or description, including, but not limited to, pollution or environmental damage, and all expenses, including attorney's fees and costs, arising from or in any matter related to any such claims, demands, actions, losses, and damages caused by or related to insufficiency of packing of the goods for loading, off-loading and/or unloading and all handling incident thereto and failure to supply proper handling instructions for the cargo.
2. The MTO shall not, in any event, be or become liable for any loss or damage to vessels in an amount exceeding the lesser of the amount charged by the MTO for the stevedoring services or the actual costs of repairs to the vessel. In no event shall the MTO be liable for any damage to vessels unless said damage results solely from the failure of the MTO to exercise due care in performing the services contracted for.
3. The MTO shall not in any event be responsible for special or consequential damages, including without limitation damages for or arising from delay, extra expense, loss of sale(s), loss of contract(s), loss of charter, loss of hire, loss of profits, loss of market value, and loss of use whether resulting from negligence, breach of this Contract by the MTO, failure to discharge cargo, delay in discharge of cargo, damage to vessels, and any other cause, and even if the possibility of such special or consequential damages or

damages from delay were foreseeable to the MTO or were made known to the MTO. Under no circumstances will the MTO be liable for any type of vessel demurrage, or waiting time.

4. In any event, the MTO shall be discharged from all liability in respect of loss or damage to vessels unless suit is brought within eight (8) months of the date of loading or discharge of the vessel, and only if written notice describing the general nature of the loss or damage has been given to the MTO within five (5) days of the date of loading or discharge of the vessel. Written notice as provided for herein shall be a condition precedent to the institution of any lawsuit against the MTO.
5. Nothing herein shall relieve the MTO from liability for its own negligence or impose upon any other party the obligation to indemnify or hold harmless the MTO from liability for its own negligence.

B. Indemnity from Vessels for Damages Caused by the Negligence of the Vessel

1. The vessel and her owner(s), charterer(s) and/or operator(s) shall defend, indemnify and hold harmless the MTO, its officers, agents and employees and all related entities and their officers, agents and employees from and against any and all claims, demands, actions, losses, and damages, including, but not limited to, claims for personal injury or death, claims for loss of or damage to cargo, and claims for property loss or damage of any kind or description, including, but not limited to, pollution and/or environmental damage and damage to property of the MTO, and all expenses, including attorney's fees and costs, arising from or in any manner related to the negligence of the vessel and/or her crew and/or the failure of the equipment, machinery and appurtenances of the vessel.
2. Nothing herein shall relieve the MTO from liability for its own negligence or impose upon any other party the obligation to indemnify or hold harmless the MTO from liability for its own negligence.

C. Additional Limitations of Liability Applicable to Barges

The limitations of liability contained within this Item are in addition to those limitations of liability for barges that are set forth in Item 13A above. All barges delivered to the MTO for loading and/or unloading are subject to the following terms and conditions. Delivery of a barge to the MTO constitutes acceptance of these terms and conditions by the party delivering the barge,

the party ordering its delivery and/or the party ordering its loading/unloading by the MTO (collectively referred to as the "barge owner").

1. It is the responsibility of the barge owner to monitor the prevailing and expected weather conditions in and around the MTO facility at all times when its barge is present at the MTO's facilities, and to take all action necessary to safeguard, reposition or otherwise protect the barge at any time when the weather may pose a danger to barges. The MTO will not be responsible for any damages of whatsoever nature arising due to the barge owner failing to take such preventive action.
2. All barges delivered to the MTO shall be moored at a location designated by the MTO. The barge owner is responsible for ensuring that the barge is properly moored at the designated location. Proper mooring includes, but is not limited to, ensuring that the barge is moored with sufficient lines in number and strength to withstand any reasonably anticipated or forecasted weather conditions that might arise at any time the barge is moored at the MTO's facilities.
3. In the event a condition develops that has the potential to jeopardize the safety of loaded barges or their cargo at the terminal, the MTO may in its sole discretion, and without prior consultation with the party receiving the MTO services, exercise any means necessary to unload any such barge and, in the event the MTO incurs additional expenses, including overtime, in unloading any such barge, the party receiving the MTO services shall be liable for all such additional expenses. Any party that delivers a loaded barge to the MTO for unloading does thereby consent to this provision and to the imposition of any such additional expenses. Nothing herein shall be construed as imposing upon the MTO any duty to take any additional measures to unload barges.
4. The MTO will provide notice to the barge owner of the time when loading or unloading of the barge has been completed. Notice by fax or email will be deemed proper notice and the fax or email transmittal form or confirmation shall be conclusive evidence of the receipt of the notice by the party(ies) to whom it is addressed. The barge owner shall pick up the barge and remove it from the terminal within two (2) business days from receipt of such notice.
5. At the conclusion of the two-day notice period stipulated in paragraph 4 above:
 - a. All duties or responsibilities of the MTO with respect to the barge or its cargo whether as wharfinger or bailee or otherwise shall

terminate, and bailment shall be deemed to have ceased. The MTO will have no further duty or responsibility to monitor the condition of the barge or its mooring lines, to ensure that the barge is adequately moored or to take any action whatsoever to prevent the barge from breaking away from its moorings.

- b. The barge owner shall have sole and exclusive responsibility for the barge, including, but not limited to, the duty to monitor the condition of the barge and its mooring lines, to ensure that the barge is adequately moored and to take all action necessary to prevent the barge from breaking away from its moorings.
 - c. The MTO shall have no liability for any losses, expenses, damages or claims whatsoever related to the barge or its cargo or caused thereby, including but not limited to damage to vessels, to other barges or cargo or to any other property of any kind or description, pollution or environmental damage, personal injury or death. The barge owner shall defend, indemnify and hold harmless the MTO, its officers and employees and all related entities and their officers, agents and employees from and against any and all claims, demands, actions, losses, damages, including, but not limited to, claims for personal injury or death and claims for property loss or damage of any kind or description including pollution or environmental damage and all expenses, including attorney's fees and costs, arising from or in any matter related to the presence of the barge at the terminal or its breaking away from its moorings after the conclusion of the two-day notice period.
6. Nothing herein shall relieve the MTO from liability for its own negligence or impose upon any other party the obligation to indemnify or hold harmless the MTO from liability for its own negligence.

ITEM 14: FREE TIME POLICY

A. This item intentionally left blank.

ITEM 15: LIMIT ON USE OF FACILITIES AND ABANDONED CARGO POLICY

A. This item intentionally left blank.

ITEM 16-A: TTC COMMODITY RATES

A. This item intentionally left blank.

ITEM 17: STORAGE RATES

A. This item intentionally left blank.

ITEM 18: ENFORCEMENT OF MTO SCHEDULE

A. This schedule is published as required by law set forth in the Code of Federal Regulations, Title 46, Chapter IV, Part 525.2. It therefore enacts an implied contract between the MTO and party in receipt of the MTO services, without proof that such party has actual knowledge of the provisions herein. A prevailing contract with the MTO will supercede this Schedule. Any item not covered in the prevailing contract is by default covered in this Schedule.

B. FMT shall be the sole judge as to the interpretation of this Schedule.

ITEM 19: PORT SECURITY

A. This item intentionally left blank.

ITEM 20: HOLIDAYS

A. This item intentionally left blank.

§525.3 AVAILABILITY

ITEM 1: AVAILABILITY TO THE COMMISSION

Past copies of F.M.T. MTO Schedules (referred to as Terminal Tariffs prior to 1999), up to five (5) years, are on file at our corporate offices.

ITEM 2: AVAILABILITY TO THE PUBLIC

Publication of this MTO Schedule on this web site complies with FMC requirements for electronic access.

ITEM 3: NOTIFICATION

The Commission's Bureau of Tariffs has been notified, via completion of electronic Form FMC-1, of the publication of this MTO Schedule.

ITEM 4: FORM AND MANNER

This MTO Schedule complies with Form and Manner as set forth by the commission in §525.3 subchapter B, chapter IV of 46 CFR.

§525.4 FMT QUALITY POLICY

FMT QUALITY POLICY

It is the goal and objective of Federal Marine Terminals (Eastport), Inc. to meet or exceed the needs and expectations of our Customers in a safe and timely manner through consistent provision of quality, personalized service and continual improvement of our internal operations, procedures and processes.

To achieve our goal and objective, Federal Marine Terminals (Eastport), Inc. has established an effective Quality Management System based upon specific requirements. These requirements are communicated to all Managers and Employees. Management is committed to ensuring that its Quality Policy is understood, implemented, reviewed for continued effectiveness and maintained throughout the Company by requiring the direct involvement and total participation of each employee.

Federal Marine Terminals (Eastport), Inc. is dedicated to:

- ✓ Promoting Safety
- ✓ Providing Quality Service
- ✓ Achieving Customer Satisfaction
- ✓ Monitoring All Procedures for Effectiveness and
- ✓ Improvement Opportunities

All Managers and Employees adhere to the Quality Management System by performing to their highest possible standards, always bearing in mind that our ultimate objectives are to get it right the first time and continually strive for improvement.

Roland (Skip) Rogers
General Manager