



OFF DOCK CONTAINER TERMINAL

TARIFF OF SERVICES, FEES TERMS & CONDITIONS

**Effective November 20, 2009
Last Revised July 8, 2016**

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Revision Date July 8, 2016
Revision Date: November 1, 2012
Effective Date: November 20, 2009

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1000	TERMS & CONDITIONS
1010	<p>CHARGES GENERALLY: The rates, charges, terms, conditions and definitions named in this schedule of fees and services apply to all cargo and containers and traffic at Harbour Link's premises without specific notice, quotation or prior agreement.</p> <p>In the case of written rate quotations issued by Harbour Link these shall be governed by the terms and conditions set forth in this tariff and shall be binding upon the parties. If no rate or charge was quoted or otherwise identified to the customer for a particular service, the applicable rate/charge for the service shall be the rate/charge as published in this tariff.</p> <p>The use of Company property or services shall be deemed complete acceptance of the fees and the terms and conditions contained herein.</p> <p>The Company reserves the right to furnish all equipment, supplies and materials, and to perform all services in connection with the handling of cargo and containers under the rates and conditions named herein.</p> <p>The charges prescribed herein are due as soon as they are incurred.</p> <p>All charges are for the account of the customer requesting the services.</p> <p>The Company reserves the right to require full payment of all charges in advance.</p> <p>Charges paid by Credit Card will incur an interest levy as set forth in Item 4160 of this tariff.</p> <p>The charges set forth in this tariff are based on performing work during straight time periods and are payable to the Company whose address is shown on the cover of this schedule of fees and services and all invoices. The charges (where applicable) are subject to the assessment of tax levies as decreed and prescribed by the Laws of Canada.</p>
1020	<p>GRANTING OF CREDIT: When credit approval is granted by the Company, the charges set forth in this tariff are payable by the date due as shown on the invoice and, where any charge is not paid within that time, an additional charge of two (2) per cent of the unpaid charges shall be imposed for each thirty day (30) day period or portion thereof such charges remain unpaid.</p>
1030	<p>CONTAINERS RECEIVED OR DELIVERED: All containers received for redelivery to an inland carrier / shipper or consignee are in transit until other specific arrangements are made by the owner with Harbour Link Container Services Inc.</p> <p>Notwithstanding the terms of sales or transport, contracts and other considerations or agreements; containers and cargo while on Company property shall remain under the control of the Owner that presented the containers and cargo to the Company's care and custody as warehousemen until they leave the Company's premises and a delivery order or other document approved by the Company has been tendered to the Company.</p>

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	Containers are received by the Company when a receipt or other document approved by the Company has been accomplished. Containers are delivered by the Company when a delivery order or other document approved by the Company has been accomplished.
1040	<p>RIGHT TO REFUSE CONTAINERS: The Company reserves the right, without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive:</p> <ul style="list-style-type: none"> • Containers for which previous arrangements for space, receiving, unloading or removal from Company property has not been made. • Containers laden with cargo which are deemed to be extra offensive, perishable or hazardous. • Containers laden with cargo, the value of which may be determined as less than the probable charges to be incurred. • Containers laden with cargo which are not suitably packaged to withstand the ordinary handling associated with its transportation and transfer through Company premises. • Containers during a period of severe congestion or other emergency, when, in the judgement of the Company the circumstances then prevailing will prevent the Company from providing usual care and custody as warehousemen.
1050	CHARGES IN CANADIAN FUNDS: All fees are quoted in Canadian dollars.
1060	<p>COMPULSORY REMOVAL OF CONTAINERS: The Company may by written notice to the owner of containers that are on Company property require the removal of the containers at the owner's expense and risk. Upon receipt of such notice, the owner shall remove the containers forthwith from Company property.</p> <p>The Company may at the risk and expense of the owner of containers, either remove or transfer to another location on Company property any container which in the opinion of the Company is offensive, hazardous, or which, by its very nature, is liable to endanger persons, Company facilities or damage other cargo or containers situated on Company property.</p>
1070	RIGHT TO WITHHOLD DELIVERY: The Company reserves the right to withhold the delivery of containers and the contents therein until all accrued charges have been paid in full.
1080	RIGHT TO SELL FOR UNPAID CHARGES: The Company reserves the right to sell containers and the contents therein on which unpaid charges or costs have accrued, providing the owner has been given adequate notice to pay and to remove the containers but has neglected or failed to comply except by handing over the containers to an authority or other third party to whom, pursuant to law or regulation, the containers must be transferred.
1090	EXPLOSIVES & OTHER HAZARDOUS CARGO: The acceptance, handling or storage of containers laden with explosives, excessively flammable and other hazardous cargo is subject to obtaining prior approval from the Company, and to making special arrangements for their handling and care as governed by the rules and regulations established by the Government of Canada and other authorities for the transportation, warehousing and

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	<p>handling of dangerous and hazardous cargo.</p> <p>A detailed description of the hazardous cargoes must be presented to the Company in advance, which is to include the International Maritime Organization (I.M.O.) code and rating for each hazardous commodity to be handled or stored on Company premises.</p> <p>All shipments must display appropriate hazardous / dangerous goods placards as approved by IMO. A dangerous goods statement, a safe packing statement and an emergency response form (where applicable) must also be provided to the Company in advance of presenting hazardous cargo to the Company.</p>
1100	<p>CARGO REQUIRING REFRIGERATION: With the exception of power connections for reefer containers, the Company offers no facilities for the special handling of cargo requiring refrigeration.</p> <p>In the case of reefer containers, the Company will exercise reasonable care to provide adequate and continuous electric power for refrigerated containers but does not guarantee same. The Company will not be responsible for electric power failure.</p> <p>The Company will not be responsible for deterioration of refrigerated cargo while on Company property and alerts owners to arrange for the immediate redelivery of refrigerated cargo.</p>
1110	<p>REPORTING THE CONDITION OF CONTAINERS: The reporting of the condition of containers and chassis on equipment interchange receipts (EIR's) is limited to reporting exceptions which are deemed sufficient to cause the equipment to be unserviceable for further use in the safe carriage of cargo unless repaired. It is limited to reporting external damage and exceptions that can be readily seen by the human eye. The normal wear and tear caused to containers or chassis, such as minor scrapes, dents and bruises which do not interfere with the serviceability of the equipment, and hidden damage which cannot be seen at the time the inspection is made, such as hairline cracks, pin holes, etc., and the condition of floors and the undercarriage of containers are specifically excluded.</p>
1120	<p>EMPTY CONTAINERS: Unless otherwise specified by contractual agreement, empty containers will only be accepted for storage subject to there being sufficient available space to accommodate the empty containers and providing such space is not otherwise required to accommodate laden containers or other cargoes.</p> <p>Empty containers accepted for storage will be assembled in block stow configuration separated by owner, size, height and general type only. The normal retrieval of containers will be conducted on the basis of first container available from the storage pile (last in - first out) with due diligence and care being taken to maintain as far as is possible a revolving inventory. When requests are received to retrieve containers by a specific number or series or by any other special identifying feature which may result in the need to dig within the storage block to retrieve the container requested, an additional container rehandling charge will be assessed for each additional container move required to retrieve the container requested.</p>

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1130	<p>OWNERS RISK</p> <p>Containers: It is a condition of use of Company property that the Company is not responsible for damage to the contents of containers when caused by the weather while containers are in outside storage.</p> <p>Cargo: It is a condition of use of Company property and facilities that cargo laden in containers which, because of its inherent nature is subject to deterioration, shrinkage, oxidization, wastage, decay or is fragile, will be at owners risk for rust, tarnish, discoloration, breakage, leakage, chafing and similar loss or damage that may occur.</p>
1140	<p>SECURITY & SAFETY: All customers and other users of Company premises are required to comply with all security and safety procedures established by the Company while on or using Company property.</p>
1150	<p>LIABILITY:</p>
1151	<p>Cargo and Containers: The Company shall not be liable for any loss or damage to cargo or containers, nor for any loss, damage, destruction which results from animals, insects, rodents or vermin; nor from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or worker stoppage; nor from other cause, no matter how caused, unless:</p> <ul style="list-style-type: none"> • The loss, destruction or damage occurred solely as a result of the negligence of an officer or employee of the Company while acting within the scope of their duties or employment, and • Within thirty (30) days after the cargo or containers were removed or should have been removed from Company property, notice of the loss, destruction or damage and the general nature thereof is given in writing to the Company, and • Within six (6) months after the cargo or containers were removed or should have been removed from Company property, a claim setting out in detail the nature and value of the loss, destruction or damage is given in writing to the Company, and • Legal proceedings to enforce a claim for such loss, destruction or damage are instituted within one (1) year from the time the loss, destruction or damage was incurred.
1152	<p>Injury to Persons (Including death): The Company shall not be liable for the death of or personal injury to any person, including but not limited to persons in the employ of customers, persons associated with the transfer and handling of cargo, containers or goods, and/or visitors, invitees and other persons unless such personal injury or death occurs directly and solely as a result of the proven negligence or wilful misconduct of the Company, or an officer or employee of the Company while acting within the scope of their duties or employment. Notwithstanding the forgoing, the Company shall not be liable for any loss, injury or death caused by the Company's equipment to persons while on Company premises, whether by collision or otherwise, nor for any consequential loss or damage</p>

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	<p>arising there from.</p>
1153	<p>Damage to Vehicles & Inland Carrier Trucks: Vehicles while on Company property are at owner's risk. The Company nor its employees, servants or agents shall not be liable for any loss or damage to vehicles caused by the Company's equipment whether by collision or otherwise, nor for any consequential loss or damage whether or not arising from the negligence of the Company. Terminal Notices and Rules applicable to vehicles and drivers while on Company property are an adjunct to and form part of the terms and conditions of this tariff and the use of Company property. All vehicles are at owner's risk for loss or damage while on Company property no matter how caused.</p>
1154	<p>It is a condition of use of Company premises and the performance by the Company of the services referred to in this Tariff that the Company shall be entitled to the same exceptions, exemptions, restrictions and provisions of limitations of liability as set out in the favour of the Company's client in any bill of lading or other document that pertains to the persons, the cargo or containers in question, issued by, or existing between the Company's client and their customer.</p>
1155	<p>It is a condition of the performance of services by the Company that the Company, its officers, or employees are not liable for any loss or destruction of cargo in any amount exceeding:</p> <ol style="list-style-type: none"> 1. The landed cost of the cargo, including invoiced cost as paid to the supplier, plus freight, insurance and any duty paid and not refundable, or 2. One hundred (\$100.00) dollars per package or per customary freight unit, <p>whichever is less, unless the nature and value of the cargo is declared in writing to the Company at or before the time the cargo is received by the Company. For the purpose of clause 2 above, where cargo is received or shipped by the Company within a container, trailer or railcar, the container, trailer or railcar and not the number of packages therein shall, for the purposes of clause 2, be deemed to be a package or customary freight unit.</p> <p>It is a condition of the performance of services by the Company that the Company, its officers, or employees are not liable for any damage or destruction to containers or chassis in any amount exceeding:</p> <ol style="list-style-type: none"> 1. the reasonable cost of repair of the container or chassis to its condition immediately before the event that caused the damage or loss, or 2. the value after depreciation of the container or chassis immediately before the accident, less salvage value, <p>whichever is less.</p>
1156	<p>The Company shall have the option to restore a container or chassis to its condition immediately before the event that caused the damage or loss, in which event the Company shall have no further liability for any loss or destruction or damage to the subject</p>

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1157	<p>container(s) or chassis(s).</p> <p>SAFETY POLICY: All visitors and vehicles shall adhere to Terminal Notices and Rules and Company Safety Policy while on Company property: These include</p> <ul style="list-style-type: none">• Visitors shall wear High Vis vests at all times when on Company property except when in the parking lot designated for visitor vehicles and visiting the terminal office.• Visitors shall wear steel toed footwear when in the container terminal.• Vehicles shall not to exceed the posted speed limits.• Visitors shall comply with all Occupational Safety and Health Regulations.• Visitors shall grant the right of way to the Company's container handling equipment and vehicles.
1158	<p>ZERO TOLERANCE: The Company maintains a zero tolerance policy with respect to the consumption of alcohol or the use of illegal substances and will disbar any person from entering or being present on Company property who is deemed by the Company to be impaired by the consumption of alcohol or the use of illegal substances.</p>

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2000 DEFINITIONS OF TERMS USED	
	In this Schedule of Fees and Services:
2010	Bill of Lading: means the bill of lading issued to the Company by the customer to distinguish a single shipment of cargo.
2020	Cargo: means all cargo and goods.
2030	Chassis: means skeletal equipment, flatbed, or other vehicle furnished for the transport of containers.
2040	Container: means a freight container complying with ISO standards which has been designed to facilitate the carriage of cargo by one or more modes of transport. It is a single rigid, intermodal, dry cargo, insulated, refrigerated, flat rack, platform, liquid tank, or open-top container unit, demountable, without wheels or chassis attached, furnished with unique identification numbers and markings. Containers have construction fittings and fastenings, compatible with the lifting beams of container handling equipment to be able to withstand, without permanent distortion, all of the stresses that may be applied when lifted by container handling equipment.
2050	Containerized Cargo: means cargo which transits Company property in containers.
2060	Container Freight Station (CFS): means a location used by the Company for receiving and delivering cargo and stuffing and unstuffing containerized cargo.
2070	Container Cleaning: means cleaning containers of dunnage or debris, vacuuming, sweeping or the internal washing or steam cleaning to deodorize and sanitize containers to prepare and ready the containers for use in the carriage of cargo.
2075	Company: means Harbour Link Container Services Inc. and includes the officers, employees, servants and agents of Harbour Link Container Services Inc.
2080	Empty Container Storage Area: is an area provided by the Company for storing empty containers in idle status.
2090	Extra Labour: means the use of labour and equipment to provide a service for which there is no specified charge.
2100	Free Time: means a period of time cargo and containers may be left on Company property without storage charges being incurred.
2105	Harbour Link: means Harbour Link Container Services Inc. and includes the officers, employees, servants and agents of Harbour Link Container Services Inc.

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2110	Inland Carrier: means a truck line, cartage company, trucking company, private carrier, or any other vehicle that receives or delivers containers or cargo.
2120	Overtime: means hours of work in excess of straight time pay.
2130	Owner: means in the case of containers and cargo: the agent, importer, shipper, sender, consignee or bailee of the containers and cargo, and the carrier of such containers or cargo.
2140	Property and premises: means the area of property and premises which are assigned to the custody and control of the Company for the receipt, assembly and handling of cargo and containers and the performance of all services by the Company as described in this schedule of services.
2150	Shipment: means a single consignment of cargo and goods tendered on one shipping document from one point of origin by one shipper for one consignee to one point of destination.
2160	Storage Area: means an area of open ground space, a warehouse or similar area of property as designated by the Company where containers and cargo are temporarily held or assembled.
2170	Stuffing/Unstuffing: means the service of packing or unpacking a container.
2180	SOLAS VGM - Container Scaling Service: means scaling a laden container to verify the gross mass weight of the container in accordance with Method 1 of the amendment to the International Convention for the Safety of Life at Sea (SOLAS).

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3000	DESCRIPTION OF CHARGES
3010	BLOCKING & BRACING: is a charge for the service of securing cargo and goods stowed in containers or on motor transport vehicles to facilitate the safe transport of the container, cargo and goods. Blocking and bracing services are performed at man hour and equipment rates.
3015	CHASSIS STACKING: is a charge for the service of stacking chassis in readiness for transport as a unit of multiple chassis, or dismounting chassis after transport as a unit of multiple chassis
3025	CHASSIS GATE MOVE: is a charge imposed on a bare chassis to perform a general inspection of the condition of the chassis at the time of receipt and delivery and the giving and taking of Equipment Interchange Receipts (EIR's).
3030	CONTAINER STORAGE: is a charge for the service of providing open storage space to store containers.
3035	CHASSIS STORAGE: is a charge for the service of providing open storage space for chassis owned or controlled by shipping lines while in idle status and is charged per calendar day or part thereof.
3040	CONTAINER CLEANING: is a charge for the service of cleaning by vacuum, or sweeping of debris from containers, and/or the internal washing to sanitize and deodorize containers to prepare and ready containers for use in the carriage of cargo.
3045	<p>CONTAINER REHANDLING (EXTRA MOVES): is a charge per container for the additional handling of a container resulting from a request or change in instruction which necessitates the movement of a container within the storage block and includes, but is not limited to, extra sorting, stacking or unstacking and moving containers from one location to another in order to retrieve a specific container by number, series or type, or resulting from the need to position containers for the purpose of cleaning, pre-tripping, repairing, installing fittings, or caused as a result of a change in the disposition, status or designation of a container. A container rehandling charge shall be imposed for each movement of a container.</p> <p>Containers are received and spotted in the container yard in accordance with instructions from the customer. When instructions are not received or are changed after the container has been received, as a result of which container rehandling is necessary, a container rehandling charge shall be assessed for each additional movement of a container.</p>
3050	CONTAINER GATE MOVES: is a charge per container to cover the single movement of a container to be received, full or empty, between an inland carrier's vehicle and the container storage yard, including performing a visual inspection of the container at the gate for general condition and the giving and taking of Equipment Interchange Receipts (EIR's). The

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	<p>reverse sequence of the above movements and services applies in the case of the delivery of containers between the storage pile and an inland carrier's vehicle.</p> <p>In the case of containers which are stuffed or unstuffed at Company premises, the movement of containers between the container storage area to and from the stuffing/unstuffing area shall incur container rehandling fees for each movement of the container, except when the container is transferred directly between the inland carriers vehicle to/from the stuffing/unstuffing area as part of the Gate Move activity.</p> <p>In the case of empty containers previously used to handle hazardous cargo, the Gate Move charge to receive such containers excludes the removal of the hazardous cargo labels and placards.</p>
3055	<p>REMOVAL OF IMO HAZARDOUS CARGO LABELS: Is a charge per container to remove IMO hazardous cargo labels and placards from empty containers previously used to carry hazardous/dangerous cargo. The removal of such labels is normally performed during the inspection of containers at the gate and is in addition to the Gate Move charge which covers the inspection and receiving of containers.</p>
3060	<p>ELECTRICAL POWER FOR REEFER CONTAINERS: is a charge for the use of service outlets and electricity required to service reefer containers plugged into HARBOUR LINK's reefer facilities. The charge is assessed for each day or part thereof that a container is plugged into the reefer facilities.</p>
3065	<p>GEN-SET MOUNT/DISMOUNT: is a charge to mount or dismount a gen-set to/from a chassis/container. The charge is assessed on each occasion a gen set is mounted or dismounted to/from a chassis/container.</p>
3070	<p>EMPTY CONTAINER STORAGE: is a charge for the service of providing open or ground space to store empty containers in idle status. Storage charges for empty containers are payable from the time of receipt and are assessed daily on all empty containers held in storage each calendar day (or part thereof).</p>
3075	<p>LADEN CONTAINER STORAGE: is a charge for the service of providing open or ground space to store laden containers. Storage charges are payable from the expiry of the designated free time period for each container and is assessed thereafter each calendar day (or part thereof).</p>
3080	<p>PLUGGING & UNPLUGGING: is a charge for the service of plugging or unplugging the power cable of mechanical reefer containers into/from electrical service outlets. The charge is assessed for each throughput movement of a reefer container and on each occasion a pre-trip inspection of a reefer container is undertaken.</p>
3085	<p>PREPARATION CUSTOMS DOCUMENTATION: is a charge for the service of preparing Customs documentation required to perform the transport of containers and containerized cargo in Bond.</p>

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3090	MONITORING LADEN REEFER CONTAINERS: is a charge imposed daily to monitor the temperatures and general serviceability of laden reefer containers
3091	SOLAS VGM CONTAINER SCALING SERVICE: is a charge to scale a laden container to verify the gross mass weight of the container in accordance with Method 1 of the amendment to the International Convention for the Safety of Life at Sea (SOLAS). The scaling service includes verification of the seal number and issuing a certificate to verify the gross mass of a container.
3095	UNUSED TIME: is a charge for labour which has been ordered for a specific time and is ready to work, or having started work, the work is delayed for any reason, or the work is cancelled. It also includes the charge for the unused time of labour arising from the early finish of operations and the need to pay minimum hourly wage guarantees to the workforce.

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4000 SCHEDULE OF CHARGES	
4010	<p>CONTAINER GATE MOVES (3050)</p> <p>Laden: Each Move \$ 48.50 Empty: Each Move \$ 35.00</p> <p>For Laden Over-width / over- height containers a 50% surcharge shall be imposed for each move.</p>
4015	<p>CHASSIS GATE MOVE (3025)</p> <p>Bare Chassis when interchanged Each Move \$ 25.00</p>
4020	<p>CONTAINER REHANDLING (EXTRA MOVES) (3045)</p> <p>Laden: Each move \$ 45.00 Empty: Each move \$ 32.00</p>
4030	<p>LADEN CONTAINER STORAGE (3075)</p> <p>Each Calendar day or part thereof following expiry of free time as defined by the following free time periods:</p> <ul style="list-style-type: none"> • Import Laden Containers 2 Calendar days or part thereof • Export Laden Containers 2 " " <p>Laden container storage fee per day or part thereof: \$9.00 Per TEU</p>
4040	<p>EMPTY CONTAINER STORAGE (3070)</p> <p>Empty container storage charges are assessed for each calendar day or part thereof an empty container remains in storage. Empty container storage charges are calculated daily and are billed in accordance with the following scale of fees</p> <p>First 15 calendar days \$ 0.80 per TEU per day or part thereof Greater than 15 days up to 30 calendar days \$ 0.95 per TEU per day or part thereof Greater than 30 calendar days \$ 1.20 per TEU per day or part thereof</p>
4050	<p>CHASSIS STORAGE (3035)</p> <p>Each calendar day or part thereof: \$ 10.00 each</p>

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4055	CHASSIS STACKING / UNSTACKING (3015) Per stack (Maximum 4 chassis per stack)	\$ 125.00 per stack
4060	PLUGGING and UNPLUGGING REEFER CONTAINERS (3080) Per container	\$ 30.00
4070	MONITORING LADEN REEFER CONTAINERS (3090) Each Calendar day or part thereof:	\$ 20.00 per container
4080	ELECTRICAL POWER FOR REEFER CONTAINERS (3060) Each Calendar day or part thereof:	\$ 18.00 per container
4090	USE OF REEFER PLUGS AND ELECTRICITY TO PRE TRIP CONTAINERS Per pre-trip:	\$ 20.00 per container
4095	GEN-SET (MOUNT/DEMOUNT) (3065) Each mount or demount	\$ 60.00 per gen-set
4100	REMOVAL OF IMO HAZARDOUS CARGO LABELS (3055) Per Container:	\$ 40.00
4110	CONTAINER CLEANING (3040) Sweep or Vacuum Containers Per TEU \$ 35.00 Power Wash (Deodorize / Sanitize) Per TEU \$ 60.00 (Cleaning fees exclude container rehandling fees)	
4120	FITTING OF CONTAINER LINERS FOR BULK CARGO (Fee excludes the cost of the liner bag and material)	\$ 60.00 per container
4130	REMOVAL OR PLACEMENT OF CONTAINER FITTINGS (Fee excludes the cost of the fittings and material)	\$ 60.00 per container
4140	PREPARATION CUSTOMS DOCUMENTATION (3085) In Bond transits within Canada In Bond transits Cross-Border traffic	\$ 45.00 per container \$ 60.00 per container
4145	SOLAS VGM CONTAINER SCALING SERVICE (3091) When HLCSI is the truck carrier: Other carriers:	\$ 60.00 per container \$ 75.00 per container
4150	ALL OTHER SERVICES:	By Arrangement
4160	Payments made by Credit Card:	+ 3.5%

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