TSAWWASSEN
CONTAINER EXAMINATION FACILITY

SCHEDULE
OF
SERVICES, FEES
TERMS & CONDITIONS

Effective 1st January 2025
(Revised July 1, 2026)

TIDEWATER CONTAINER SERVICES INC.
"Strong on Service, Reliability and People"
A Harbour Link Company

Tidewater Container Services Inc.
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Table of Contents

1000 TERMS & CONDITIONS 3

2000 DESCRIPTION OF CHARGES 8

3000 SCHEDULE OF FEES - SCHEDULE D 10

1000	TERMS & CONDITIONS
1010	CHARGES GENERALLY: The rates, charges, terms, conditions and definitions named in this Schedule of Fees and Services apply to all cargo and container services performed by Tidewater Container Services Inc. (Tidewater or Company) at the Tsawwassen Container Examination Facility (TCEF) premises without specific notice, quotation or prior agreement. All services provided by Tidewater at the TCEF are performed in accordance with the terms and conditions set forth in Harbour Link's Off-Dock Container Terminal tariff issued November 20th 2009 and shall be binding upon the parties. All drayage services are performed in accordance with the terms and conditions set forth in Harbour Link's Motor Carrier Service Agreement The use of Company property or services shall be deemed complete acceptance of the fees herein and the terms and conditions set forth herein. The charges prescribed herein are due as soon as they are incurred. All charges are for the account of the ocean carrier (for payment by the beneficial cargo owner to the ocean carrier) pertaining to cargo and containers that are selected for examination by CBSA. The Company reserves the right to require full payment of all charges in advance of the containers/ cargo being released from Tidewater's care and control. Charges paid by Credit Card will incur an interest levy as set forth in Item 3150 of this tariff. All charges set forth in this schedule of fees are based on performing work during straight time periods and are payable to Tidewater 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.
1020	GRANTING OF CREDIT: When credit approval is granted by the Company, the charges set forth in this schedule of fees 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.

1030	CONTAINERS & CARGO RECEIVED OR DELIVERED: All containers and cargo received for redelivery to an inland carrier / shipper or consignee are in transit until other specific arrangements are made by the owner with Tidewater Container Services Inc. Notwithstanding the terms of sales or transport, contracts and other considerations or agreements; containers and cargo while on Company property shall remain in 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 accomplished.

	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	RIGHT TO REFUSE CONTAINERS: The Company reserves the right, without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive: • 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	COMPULSORY REMOVAL OF CONTAINERS: The Company may by written notice to the owner of containers and cargo that are on Company property require the removal of the containers / cargo at the owner's expense and risk. Upon receipt of such notice, the owner shall remove the containers / cargoes forthwith from Company property. The Company may at the risk and expense of the owner of containers / cargo, either remove or transfer to another location on Company property any container / cargo 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.
1070	RIGHT TO WITHHOLD DELIVERY: The Company reserves the right to withhold the delivery of containers / cargo 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 handling of dangerous and hazardous cargo.

	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. 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.
1100	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. 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. The Company will not be responsible for deterioration of refrigerated cargo while on Company property.
1110	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.
1120 1121	LIABILITY: **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: • The loss, destruction or damage occurred solely as a result of Gross 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.

1122	**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 Gross 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 arising there from.
1123	**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.
1124	It is a condition of use of Company premises and the performance by the Company of the services referred to in this Schedule of Fees 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.
1125	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: 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, 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, when 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. 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 our care and control in any amount exceeding: 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, whichever is less.
1126	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 container(s) or chassis(s).
1127	**SAFETY POLICY**: All visitors and vehicles shall adhere to Terminal Notices and Rules and Company Safety Policy while on Company property: These include • 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. • Vehicles shall not 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.
1128	**ZERO TOLERANCE**: The Company maintains a zero tolerance policy with respect to the consumption of alcohol, cannabis 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, cannabis or the use of illegal substances.

2000	DESCRIPTION OF CHARGES
2010	POWER FOR REEFER CONTAINERS: is a charge for the consumption of power required to service reefer containers following expiry of the free time period. The charge is assessed for each day or part thereof a container is plugged into supporting reefer facilities and or reefer bay.
2020	STORAGE: is a daily charge for the service of providing open or covered space to store cargo and containers. Storage charges are payable from the expiry of the designated free time period and is assessed thereafter each calendar day or part thereof.
2030	PLUGGING & UNPLUGGING: is a charge for the service of plugging or unplugging the power cable of mechanical reefer containers into/from service outlets.
2040	MONITORING LADEN REEFER CONTAINERS: is a charge imposed daily to monitor the temperatures and general serviceability of laden reefer containers. The charge is assessed daily on all reefer containers that require such monitoring.
2050	RESERVATION FEE: is a charge imposed by the Port of Vancouver Container Terminal Operator to gain access to a Marine Terminal to pick up / return containers.
2060	VFPA CONTAINER FEE: is a fee pertaining to the use of the TCEF - CBSA facility
2070	DRAYAGE CONTAINER SERVICE: is a charge to transport containers selected by CBSA for examination between the marine terminal and TCEF and to return the container back to the marine terminal or to the Company's Off-Dock container terminal located in Delta.
2080	FUEL SURCHARGE (FSC): Is a mandatory surcharge imposed in accordance with the BC Container Trucking Act and its Regulations when the cost of fuel to perform drayage services is greater than $1.05 per litre
2090	CONTAINER SCANNING SERVICES: Is a charge to perform the HCVM or Large-Scale Imaging (LSI) of containers at the TCEF site. A separate fee is imposed for each HCVM or LSI performed.
2100	VENTILATION SERVICE: Is a charge to perform the installation and removal of ventilation equipment on containers, including the hook up of ventilation ducts and operating the ventilation equipment.
2105	TCEF ACCESSORIAL FEES: Is a fee to handle Reefer containers and to handle containers laden with Dangerous Cargo during the period of free time at TCEF which are selected by CBSA for examination.
2110	WAREHOUSE EXAMINATION SERVICE: Is a standard charge to provide labour and equipment to perform container de-stuffing and

	reloading of cargo selected for examination by the CBSA. Additional labour fees apply when the manning requirements to perform the de-stuffing and reloading of cargo exceeds the maximum person hour allocation included in the standard charge.
2111	ADDITIONAL LABOUR CHARGES Assessed when the person hours required to perform a CBSA Examination exceed: For a 20' container: 18 person hours For a 40'standard height container: 30 person hours For a 40' High cube container: 32 person hours For a 45' High cube container: 35 person hours For a 53' trailer: 40 person hours
2115	CONTAINER SHUTTLE: Is a charge to perform each additional shuttle of a container within the CBSA/TCEF compound. The cost to perform the first shuttle between the staging area to/from the HCVM or LSI, Ventilation and Container Examination warehouse is included in the respective HCVM or LSI, Ventilation and Container Examination warehouse fee.
2120	PREPARATION CUSTOMS DOCUMENTATION: is a charge for the service of preparing manifests to perform the bonded transport of containers and containerized cargo.
2125	FUMIGATION SERVICE: is a charge for the service of performing the fumigation of containers

3000 SCHEDULE OF FEES

3010 DRAYAGE FEES (CONTAINERS EXAMINED BY CBSA)

	TO TCEF	FROM TCEF
Deltaport	$174.53	$174.53
Vanterm / Centerm	$235.80	$235.80
DPW Fraser Surrey	$174.53	$174.53
CN	$227.92	$227.92
CP	$235.80	$235.80

Surcharges & Additional drayage fees

- Reefer containers - $50.00 per container
- Containers Hazardous cargo - $100.00 per container
- Fuel Surcharge per Container Trucking Act (CTA) ('variable') (2080)
- Over-width / over- height and out of gauge containers - Supplemental Costs

3020 PORT RESERVATION FEES (2050) (as levied by marine terminal + $2.50 facilitation fee):

3030 VFPA CONTAINER FEE (2060) (effective March 14th, 2019) $25.00 per TEU

3040 CONTAINER SCANNING SERVICE (2090)
Each container $700.00

3041 CONTAINER VENTILATION SERVICE (2100)
Each container $450.00

3045 TCEF ACCESSORIAL FEES: (2105)
(for the Duration of the Free time period)

Reefer Containers: $225.00 each
Containers laden with Dangerous Cargo: $225.00 each

3050 WAREHOUSE EXAMINATION SERVICES (2110)

20' Partial Examination (up to first 10')	$1100
20' Examination greater than 10'	$1900
40' Partial Examination (up to 10')	$1100
40' Examination greater than 10'	$2550
40'/45' HC Partial Examination (up to 10')	$1100
40' HC Examination greater than 10'	$2750
45' HC Examination greater than 10'	$2850
53' All Examinations	$2900

3055	Dangerous Goods / Phosphine: Removal of Phosphine $1100.00 Each Container
3060	SUPPLY AND AFFIX CONTAINER SEAL: (Does not apply to containers examined by CBSA) Each Seal: $10.00
3070	FREE TIME: 7 Days commencing on calendar day of arrival
3080	STORAGE: (2020) Container / cargo storage following expiry of the free time period: Assessed for each calendar day or part thereof a container remains at TCEF after expiry of the Free Time period. Container storage fee per day or part thereof: $165.00 Per Container Cargo warehouse storage fee per day or part thereof: $8.00 / Pallet

3090	MONITORING TEMPERATURE REEFER CONTAINERS (2040) (After expiry of free time period) Each Calendar day or part thereof: $30.00 per container
	PLUGGING & UNPLUGGING REEFER CONTAINERS (2030) Each occurrence per reefer container: $30.00
3100	POWER FOR REEFER CONTAINERS (2010) (After expiry of free time period) Each Calendar day or part thereof: $30.00 per container
3110	PREPARATION CUSTOMS DOCUMENTATION (Re-manifest) (2120) (Does not apply to containers culled for examination by CBSA) In Bond transits within Canada $45.00 per container In Bond transits Cross-Border traffic $75.00 per container
3120	CONTAINER SHUTTLE: (2115) (The cost of the first shuttle is included in the fee to perform HCVM or LSI, Ventilation and Container Examination services by CBSA. Fee for each additional shuttle of the container within TCEF: $150.00

3125	FUMIGATION SERVICES: (2125)	At Cost + 25%
3130	ALL OTHER SERVICES:	At Cost + 25%
3140	ADDITIONAL LABOUR CHARGES: (2111) $60 per person hour (2 hour minimum) Assessed when the man hours required to perform a CBSA Examination exceed: For a 20' container: 18 person hours For a 40'standard height container: 30 person hours For a 40' High cube container: 32 person hours For a 45' High cube container: 35 person hours For a 53' trailer: 40 person hours	
3150	PAYMENTS MADE BY CREDIT CARD (VISA) :	+3.5%