

**RAIL SERVICES TARIFF**

**FOR**

**PORT AUTHORITY RAIL YARD**

**OPERATED BY**

**DP WORLD LOGISTICS CANADA INC.**

**EFFECTIVE: APRIL 1<sup>st</sup>, 2024**



**DP WORLD**  
LOGISTICS

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## COMPANY INFORMATION

<b>Hours of Operation</b>	Regular Office Hours	0800 to 1630 Monday to Friday, excluding Public Holidays
	Terminal Operations	24 hours per day, 7 days a week
<b>Telephone Numbers:</b>	Main Office	(604) 581-2233
	Security (24 Hours)	(604) 582-2213
<b>Address:</b>	4720 Kingsway, Suite 1500, Metrotower II, Burnaby, B.C. Canada V5H 4N2	
<b>Website:</b>	<a href="http://www.dpworldcanada.com">www.dpworldcanada.com</a>	

## 1 GENERAL

### 1.1

This DP World Fraser Surrey Inc. Rail Services Tariff (the "Rail Tariff") is applicable for all rail movements occurring within the Port Authority Rail Yard (the "PARY"). The PARY is located adjacent to the DP World Fraser Surrey Terminal and is operated by DP World Logistics (Canada) Inc. All rail movements in the PARY shall be performed by DP World Logistics (Canada) Inc. The Rail Tariff is applicable for all movements deemed necessary by DP World Logistics (Canada) Inc. to ensure the efficient and productive operation of the PARY.

### 1.2

The Rail Tariff contains the terms and conditions under which DP World Logistics (Canada) Inc. provides services and makes available the use of the PARY to any Customer. All use of services and use of the PARY constitutes acceptance of the Rail Tariff without modification by the Customer.

### 1.3

The Rail Tariff incorporates all of the provisions, terms and conditions set forth in the DP World Fraser Surrey Inc. Terminal Services Tariff which is available on-line at [www.dpworldcanada.com](http://www.dpworldcanada.com). The customer hereby acknowledges understanding and acceptance of both the Rail Tariff and the Terminal Services and Stevedoring Tariff. All the Capitalized terms within the Rail Tariff, which are not otherwise defined shall have the same meaning as set out in the DP World Fraser Surrey Inc. Terminal Services Tariff. In the event of any inconsistency between this Rail Tariff and the provisions, terms and conditions set forth in the DP World Fraser Surrey Inc. Terminal Services Tariff, the terms and conditions of this Rail Tariff shall prevail but only to the extent of any such inconsistency.

### 1.4

The Rail Tariff and the DP World Fraser Surrey Terminal Services Tariffs, including any rates, charges and any provisions contained within either are subject to change without specific notice and such change will be effective from the date specified.

## 2 DEFINITIONS

**Customer** – for the purpose of this Rail Tariff means a Person, including a railway, shipper, receiver, or owner of Cargo, for whom DP World Fraser Surrey and/or DP World Logistics Canada Inc. provides services and makes available the use of the PARY.

**Hazardous Cargo** - means any Cargo, goods, substance or material that is listed, defined or otherwise designated as (a) "hazardous", "noxious" or "dangerous" under any applicable laws or international convention or standard including, without limitation, the International Maritime Dangerous Goods Code or the Hazardous and Noxious Substances Convention as defined in the Marine Liability Act (b) any chemical; (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any applicable laws.

**Railcar Free Time** – means a 48-hour period during which a railcar may remain in the PARY without accruing Railcar Demurrage Charges. This 48-hour period will begin being calculated from the time that the railcar passes the railcar reader and is time stamped for its railcar 'in' time to signal the start of the railcars free time calculation.

All other definitions are outlined in the DP World Fraser Surrey Terminal Services Tariff.

### 3 RATE SCHEDULE AND DESCRIPTION

#### 3.1 SWITCHING CHARGE

	<b>Unit</b>	<b>Rate</b>
<i>Railcars</i>	Per Railcar	\$173.55
<i>Rolling Stock not Otherwise Specified (Dimensional Load Cars, Special Equipment Cars, and Non-freight Units)</i>	Per Railcar	\$504.87

**Note:** switching fees are applicable for each movement of a railcar between the PARY and individual terminal facilities.

#### 3.2 RE-SWITCHING CHARGE

	<b>Unit</b>	<b>Rate</b>
<i>Railcars</i>	Per Railcar	\$394.43
<i>Rolling Stock not Otherwise Specified (Dimensional Load Cars, Special Equipment Cars, and Non-freight Units)</i>	Per Railcar	\$736.27

**Note:** If the applicable Customer or the Railway requests DP World Fraser Surrey to perform any re-switching in the PARY or at a designated facility involved for marshalling of the railcars, then the re-switching fee will apply.

#### 3.3 PARY USAGE CHARGE:

	<b>Unit</b>	<b>Rate</b>
<i>Containers</i>	Per Laden TEU	\$17.72
<i>Agri Bulk Products</i>	Per Laden Railcar	\$76.51
<i>Boxcars</i>	Per Laden Railcar	\$88.04
<i>Breakbulk Steel</i>	Per Laden Railcar	\$99.66
<i>Other – Not Specified</i>	Per Railcar	\$147.28

#### 3.4 RAILCAR DEMURRAGE CHARGE:

The railcar demurrage charge is applicable and payable for each railcar that remains within the PARY beyond the Railcar Free Time. DP World Fraser Surrey has a railcar in and out reader that will time stamp the in and out times for each railcar. The first day of the railcar demurrage charge accrues and is payable by the Customer immediately upon the expiry of the Railcar Free Time even if the railcar is removed later that same day. For each and every subsequent day the railcar demurrage charge accrues and is payable by the Customer for the full day no matter what time during a day the railcar is removed from the PARY.

	<b>Unit</b>	<b>Rate</b>
<i>First Day</i>	Per Railcar, per day or Part Thereof	\$100.97
<i>Everyday Thereafter</i>	Per Railcar, per day or Part Thereof	\$133.58

#### 3.5 LATE ARRIVAL/DEPARTURE FEES:

	<b>Unit</b>	<b>Rate</b>
<i>Fee for Arrival or Departure Outside the Agreed Time Slot</i>	Per Railcar	\$50.49

#### 3.6 HAZARDOUS CARGO SURCHARGE:

	<b>Unit</b>	<b>Rate</b>
<i>Fee Applicable to Non-Intermodal Railcars Carrying Hazardous Cargo</i>	Per Railcar, per day, or Part Thereof	\$670.01

#### 3.7 EXTERNAL SWITCHERS FEE:

	<b>Unit</b>	<b>Rate</b>
<i>Fee for External Switchers to Operate at the PARY</i>	Per hour, or Part Thereof (min. 4 hours)	\$279.78

### 3.8 NO WORK PROVIDED FEE:

Dedicated switch crews are hired for operations such as export bulk grain operations. As the switch crews are hired on an 8-hour minimum basis, any standby time such as, but not limited to, running out of railcars, or waiting for a vessel to arrive, will be billable to the Customer. Standby time will be recorded and calculated based on 15-minute intervals and billable charges will be prorated on the following hourly rates:

	<b>Unit</b>	<b>Rate</b>
<i>No Work Provided (N.W.P.)</i>		
<i>Straight Time (Mon-Fri 0800-1630 hours)</i>	Per Hour	\$483.72
<i>Shift Differential #1 (Mon-Fri 1630-0100 hours)</i>	Per Hour	\$599.54
<i>Shift Differential #2 (Saturday 0800-1630 hours)</i>	Per Hour	\$731.31
<i>Shift Differential #3 (Mon-Fri 0100-0800 hours)</i>	Per Hour	\$608.44
<i>Shift Differential #4 (Sunday All Shifts, Saturday 0100-0800, and 1630-0100 hours)</i>	Per Hour	\$751.00
<i>Shift Differential #5 (Holidays)</i>	Per Hour	\$929.02

## 4 INVOICING AND PAYMENT OF CHARGES

### 4.1

All switching charges, re-switching charges, PARY usage charges, railcar demurrage charges and hazardous cargo surcharges referenced in this Tariff will be invoiced on a monthly basis to the applicable Customer.

### 4.2

All invoices must be paid by the Customer within seven (7) calendar days of the date of the invoice.

### 4.3

All charges outlined in the Rail Tariff are in addition to any other charges paid or payable to DP World Fraser Surrey by the Customer for terminal handling services and do not act as substitutes or replacements for any other fees or charges.

### 4.4

If an invoice fails to be paid by the Customer within seven (7) calendar days, interest shall accrue at a rate of 18.0% per annum, calculated and compounded daily, not in advance, from the 7th day after the date of the invoice until the date of payment.

### 4.5

Notwithstanding any liability of DP World Logistics (Canada) Inc., the Customer, will not be entitled to any deduction from, reduction of, set-off against or waiver of any charges payable to DP World Logistics (Canada) Inc., all of which must be paid in full as and when due.

### 4.6

In the event that an invoice is not paid within thirty (30) calendar days, DP World Logistics (Canada) Inc. reserves the right to refuse service to the Customer until such time that the outstanding amounts are paid in full and/or credit terms acceptable to DP World Logistics (Canada) Inc are provided by the Customer.

## **5 RAILWAY DEMURRAGE**

### **5.1**

DP World Logistics (Canada) Inc. are not responsible for any railcar or railway demurrage claimed by anyone, including any Customer. Any railcar or railcar demurrage invoices must be addressed to the correct shipper, receiver, Cargo owner or Customer. If DP World Logistics (Canada) Inc. receives a railcar or railway demurrage invoice, the invoice will be sent back to the respective railway and a fifteen (15%) percent administrative surcharge, based on the amount of the railcar or railway demurrage invoice, will be charged to the Customer.

## **6 LIMITATIONS OF LIABILITY**

### **6.1**

Notwithstanding anything within the DP World Fraser Surrey Terminal Services Tariff, DP World Logistics (Canada) Inc. are not liable with respect to any claim for loss, damage or expense to Customer's railcars or Customer's railcar Cargo(s) while railcars or railcar Cargo(s) are within the PARY no matter the cause, including if such loss, damage or expense arises from the fault, act, omission or negligence of any of DP World Fraser Surrey, DP World Logistics Canada Inc. or their respective directors, officers, employees or contractors.

### **6.2**

All of the terms and conditions within Section 10 Limitations of Liability, within the DP World Fraser Surrey Terminal Services Tariff are hereby incorporated into the DP World Fraser Surrey Inc. Rail Tariff by reference, but subject to Section 7.1 herein.

**END OF DOCUMENT**