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VESSEL BERTHING GUIDELINES

1. Consent. The use of Facility dock shall constitute a consent to the terms and conditions of these Vessel Berthing Guidelines and all amendments or re-issues, and further evidences an agreement on the part of all Customer Vessels and their owners, agents and operators to pay all fees in accordance with these Vessel Berthing Guidelines, and to be governed by all rules and regulations contained in these Vessel Berthing Guidelines in addition to applicable rules and Applicable Law.
2. Vessel Nomination and Acceptance.
 - 2.1 Nomination and Acceptance. Customer will nominate Customer Vessels by submitting to Operator a complete list of vessel information, including demurrage rate, arrival draft, cargo onboard to be unloaded at the Facility, the vessel's last five (5) cargos and Customer's desired lay dates, with as much advanced notice as possible, but in no case less than thirty (30) days in advance of the expected time of arrival at the Facility. Nominations will be accepted or declined within twenty-four (24) hours after receipt by Operator on a Business Day. If the nomination is received on a day other than a Business Day, it will be accepted or rejected within twenty-four (24) hours after 09:00 of the next Business Day. If Operator rejects a nominated Customer Vessel, Operator will provide the reason(s) for such rejection in writing to Customer. Acceptance of a nomination may not be unreasonably withheld.
 - 2.2 Vessel Arrival Notice. Customer's representatives or agents acknowledge that they will follow the procedures with respect to Customer Vessels:
 - (a) Customer shall provide notice to Operator by email, at the addresses listed below or such other addresses as Operator may notify Customer from time to time, at ten (10) days, seven (7) days, six (6) days, five (5) days, four (4) days, three (3) days, two (2) days, one (1) day and twelve (12) hours prior to the estimated time of arrival of any Customer Vessel at the entrance buoy for the Port of Fernandina. As of the Effective Date, such emails should be delivered to POFstevedores@savageco.com
 - (b) Customer Vessels shall tender a "Notice of Readiness" to Operator (regardless of the time of day) upon the Customer Vessel's arrival at the entrance buoy for the Port of Fernandina, whether in port or not, whether in

berth or not, whether in free pratique or not, whether customs have cleared or not, including on non-Business Days.

- 2.3 Anchorage Requirements. If any Customer Vessel arrives within the berthing window approved by Operator, such Customer Vessel will be allowed to berth for unloading, *provided* that Operator has received confirmation by Customer's agent that such Customer Vessel has been certified, all holds have passed inspection and such satisfactory evidence has been provided and acknowledged by Operator. If a Customer Vessel arrives outside the berthing window approved by Operator, and another vessel is occupying the Facility dock, the Customer Vessel desiring a berth at the Facility dock shall anchor at the entrance buoy for the Port of Fernandina, if space is available. If space is not available, such Customer Vessel shall anchor at the closest anchorage available to the entrance buoy for the Port of Fernandina that has space. Upon arrival at the anchorage location, Customer shall notify Operator by email. Operator will record the Customer Vessel's arrival time. Vessels will then be berthed by arrival time and anchorage at or near the entrance buoy for the Port of Fernandina. If a Customer Vessel fails to move to the Facility dock when notified by Operator, Operator will provide Customer another berthing window for such Customer Vessel to berth. This process will be repeated until such Customer Vessel arrives in the berth window provided by Operator.
 - 2.4 Notification of Facility Dock Availability. If a Customer Vessel fails to move to the Facility dock for unloading promptly when notified of dock availability at the Facility, such Customer Vessel's turn in rotation shall be forfeited, and such Customer Vessel shall take its turn as the next vessel in line for the Facility dock.
 - 2.5 Quarterly Estimates. Customer agrees to provide a quarterly estimate of the tentatively planned vessel arrivals to the Facility.
3. Docking, Unloading and Departure.
 - 3.1 Safe Berth Availability. Operator shall exercise due diligence to provide a safe berth at the Facility dock to which each Customer Vessel may proceed, from which Customer Vessels may depart and where Customer Vessels can lie safely afloat. Notwithstanding anything contained in this provision, Operator does not warrant the safety or draft of public channels, fairways, approaches thereto, anchorages, or other publicly-maintained areas either inside or outside the port area where Customer Vessels may be directed. Operator shall not be liable for any loss, damage, injury or delay to Customer or any Customer Vessels resulting from the use of such public waterways. If hold-in tugs are required because a Customer Vessel does not meet the Facility dock's minimum mooring requirements, any charges for hold-in tugs shall be for Customer's account. Except as may be caused by Operator's sole fault, Operator shall not incur any liability to Customer, any Customer Vessels or

Customer Vessel owners, charterers or cargo owners for any damage resulting from grounding while a Customer Vessel is berthed at, or entering or leaving the Facility dock. Operator shall exercise due diligence to maintain an always afloat berth, not less than 38 feet of water depth, but in no way does Operator guarantee any such water depth at any time.

- 3.2 Customer Agent Responsibilities. Customer (itself or through its representatives or agents) shall be responsible for arranging customs, consumables, crew needs, surveyors, stores, waste disposal and any other vessel needs, subject to the conditions below.
- (a) Vessel Attendance. Customer shall identify and develop a listing of any and all persons needing access to each Customer Vessel during time at berth. unloading. Such list must comprise the person's name, company name and title (position). The list must be submitted to Operator not less than twenty-four (24) hours prior to arrival of a Customer Vessel. Furthermore, any representative of Customer desiring access to a Customer Vessel must possess a valid driver's license or passport; *provided, however*, that if not a citizen of the United States, a valid passport is required for access to the Facility.
 - (b) Arrival Documentation. Customer (and each of its representatives or agents) acknowledge the following documents and documentation is due on or before arrival of any Customer Vessel:
 - (i) "Declaration of Security";
 - (ii) "Last Ports of Call";
 - (iii) "Last Product Loaded";
 - (iv) "Vessel Discharge Plan" (to be provided to Operator not less than twenty-four (24) hours prior to berthing);
 - (v) "Vessel Particulars" (to be provided to Operator not less than twenty-four (24) hours prior to berthing);
 - (vi) visitors, vendors, delivery list pursuant to Section 3.2(a);
 - (vii) "Declaration of Tonnage";
 - (viii) "Notice of Readiness";
 - (ix) list of crewman with visas; and
 - (x) any change in crew, including offsigners and onsigners.
- 3.3 Security Fee. Customer shall pay to Operator for each Customer Vessel a security fee in accordance with the Tariff.
- 3.4 Communications. Customer acknowledges that Operator personnel only communicate in the English language and Customer shall prearrange for an interpreter to assist any Customer Vessel and its representatives who do not speak

English to ensure that clear and concise communications take place while a Customer Vessel is berthed at the Facility dock. Any delays to a Customer Vessel resulting from Customer's representative's inability to communicate shall be for Customer's account.

- 3.5 Vessel Cleaning. Operator will provide vessel discharge service to a "shovel cleaned" level, as high as the responsible individual person can reach. Operator agrees to utilize sufficient equipment to remove Product from each Customer Vessel's ribs, ladders and other in-hold obstructions.
 - 3.6 Vessel Readiness. Each Customer Vessel at the Facility dock must retain sufficient officers and crew on board to perform any shifting or undocking maneuvers that may be required by Operator. While at the Facility dock, except to the extent permitted by Operator, a Customer Vessel shall not disable its engines or perform any engine maintenance that would prevent such Customer Vessel from maneuvering under its own power.
 - 3.7 Facility Dock Safety. In the interest of safety, Operator reserves the right to require Customer (at Customer's cost) to (a) provide tugboats to assist each Customer Vessel at the Facility dock or hold such Customer Vessel against the Facility dock and (b) take other safety measures as are deemed reasonably necessary by Operator. Any Customer Vessel, owner, charterer or agent that refuse to take any safety measures ordered by Operator or its agent may be ordered to immediately vacate the Facility dock, and shall not be permitted to return to the Facility dock until such a time as Operator is satisfied that safe dock and cargo operations may be continued.
 - 3.8 Departure Documentation. Customer (and its representatives and agents) acknowledge the following documents and documentation is due by Customer (or such representatives or agents) prior to the departure of any Customer Vessel from the Facility dock:
 - (a) copy of the draft survey performed by an independent surveyor;
 - (b) "Mates Receipt";
 - (c) "Statement of Facts"; and
 - (d) copy of Operator's "Satisfactory Discharge", signed by the "Master" of the Customer Vessel, stating that (i) discharge was conducted in accordance with Applicable Law, Operator's instructions and to Operator's satisfaction, (ii) holds were inspected and (iii) no damage was caused or any damage caused has been repaired.
4. Delays.
 - 4.1 Shifting. Customer and any Customer Vessel owners, charterers and agents will be responsible for the cost of line handlers, tugboats and pilots for any Customer Vessel

that must shift at the Facility dock in order to accomplish the discharging operation, except in the case where such shifting is required on the part of Operator.

4.2 Delays by Customer Vessel. Customer shall note any delays and the cause of any such delays in the "Statement of Facts". In the event of any delays or stoppages in unloading of a Customer Vessel that result from a malfunction on a Customer Vessel or other cause attributable to Customer or Customer Vessel owners, charterers or agents, (a) Operator personnel will go on standby at Tariff rates for all labor and equipment and (b) dockage time shall continue. In addition, in the event any delay or stoppage in unloading of a Customer Vessel results from a malfunction on such Customer Vessel and such delay or stoppage continues for more than six (6) hours in the aggregate, then if the berth is needed to accommodate another vessel, Operator shall have the right to order such Customer Vessel to immediately vacate the Facility dock, and such Customer Vessel shall not be permitted to return until such time as Operator is reasonably satisfied that the cause of delay or stoppage has been repaired or remedied, as applicable. If any Customer Vessel should refuse to vacate the Facility dock when so ordered by Operator or its agent, a charge of five thousand dollars (\$5,000) per hour will be assessed against such Customer Vessel for each hour or portion thereof that such Customer Vessel remains at the Facility dock after the time it was ordered to leave the Facility dock. This charge shall not constitute a waiver by Operator of any greater actual damage it may sustain as a result of a Customer Vessel's failure or refusal to vacate the Facility dock. Operator shall not be responsible for any demurrage charges incurred as a result. Each Customer Vessel, after tendering "Notice of Readiness" to recommence discharging, shall be re-berthed in order of rotation in accordance with the provisions contained herein, unless otherwise agreed by Operator, and discharge shall resume after such Customer Vessel is safe and fast at the Facility dock. Costs and expenses incurred for vacating the berth or re-berthing shall be for Customer's account.

4.3 Weather Delays. Operator's representative or a Customer Vessel's representative shall have the right to cease unloading operations if it is the opinion of either party that weather conditions pose an endangerment or safety risk to personnel, equipment, or cargo.. Unloading operations will resume upon the mutual agreement of the parties that weather conditions no longer pose a significant endangerment or safety risk to personnel, equipment, or cargo. In the event of such a weather delay, (a) Operator personnel will go on standby at Tariff rates for all labor and equipment, unless Operator's stevedore crew is released by mutual agreement of the parties and (b) dockage time shall continue. If, in Operator's reasonable judgment, weather conditions pose an endangerment or safety risk to personnel, equipment, or cargo at the Facility dock such that vacating the dock is necessary, Operator may require a

Customer Vessel to vacate the Facility dock at any time of day or night at Customer's risk and expenses, and no demurrage charges shall accrue to Operator. Any disputes over the extent or reasons for the delay will be filed in writing immediately by the contesting party to the non-contesting party.

- 4.4 Disclaimer. Operator shall not be responsible or liable for any expense, damage, delay, detention, or loss of dispatch time incurred for any shipper, Customer Vessel, Customer Vessel owner, charterer or agent or any other party for any cause other than the sole fault of Operator.
- 4.5 Removal of Customer Vessel other than by Operator. Whenever it is deemed necessary and advisable, by either a Governmental Authority or the Coast Guard Marine Safety Office, Captain of the Port, a Customer Vessel may be ordered to shift to another berth or port. Operator shall provide written notice to shift berths to the "Master" or person in charge, who shall then take immediate steps to comply with the order. If such Customer Vessel fails to comply with the order, then Operator shall have the right to cause such Customer Vessel to be removed as ordered at the risk and expense of Customer. Operator has the right to take whatever action is necessary to remove a Customer Vessel from the Facility dock. Operator shall not be liable for any costs or other consequences resulting in a Customer Vessel's removal, and Customer shall reimburse Operator for any cost incurred in such Customer Vessel's removal.
- 4.6 Dockage / Wharfage Charges. If a Customer Vessel remains at the Facility dock after unloading is complete, or is forced to remain at the dock by action of a Governmental Authority and by no fault of Operator, then Operator may charge dockage and other customary fees at the then current Tariff rate for similar class vessels for each twenty-four (24) hour period or portion thereof.
5. Other Rules and Safety Regulations.
 - 5.1 Opening and Closing Hatches. Customer (and any Customer Vessel owners, charterers and agents) shall at all times be responsible for opening and closing Customer Vessel's hatch covers.
 - 5.2 Dumping into Waters. The dumping or overflow of oil, oily wastes, grease, trash, plastics, garbage or other objectionable matter into the Florida Intercoastal Waterway is prohibited. Parties responsible for such illegal dumping shall be responsible for payment to the costs of removing such objectionable matter and any fine, penalties or other costs resulting from the dumping. All U.S. Coast Guard regulations pertaining to waste reception facilities, including but not limited to Annex I (oil) and Annex II (chemicals) of MARPOL 73/78, must be observed.
 - 5.3 Air Pollution. The blowing of tubes or any other pollution of the air by Customer Vessels is prohibited while berthed at the Facility dock.

- 5.4 Fire Fighting Equipment. No person shall obstruct or interfere with the free and easy access to, or remove, or in any manner disturb, any fire extinguisher, hose, hydrant or any other fire-fighting apparatus installed upon or near the Facility dock.
- 5.5 Hot Work. Hot work on a Customer Vessel is prohibited, except in case of emergency, and with the collective approval of the Harbormaster, U.S. Coast Guard and Operator. Customer and Customer Vessel's owners, charterers and agents shall be responsible for, and shall indemnify and save harmless Operator from and against damage to property, any injury to person (including death), and any direct demands, claims, expenses, fines and losses of any type (including, but not limited to reasonable attorneys' fees and litigation expenses), incident, arising in connection with any such hot work.
- 5.6 Garbage, Medical and Hazardous Waste. All Customer Vessels mooring at the Facility dock shall comply with all U.S. Public Health Service regulations applicable. Agents and owners of Customer Vessel requiring garbage, medical or hazardous waste pickup will be responsible for such action. Except as agreed to in writing (at which case such shall be at Customer's expense) and coordinated with Operator, under no circumstance and at no time shall any material, including waste, be staged for pickup, stored or disposed of on the Facility dock or on any other Operator property.
- 5.7 Fire Signaling. In the event of fire occurring onboard a Customer Vessel, such Customer Vessel shall sound five (5) prolonged blasts of the whistle or siren, of four (4) to six (6) seconds duration each, as an alarm. Such signals shall be repeated at intervals to attract attention, and is not a substitute for but shall be used in addition to other means of reporting a fire.
- 5.8 Strikes. If a strike or other labor disturbance involving a Customer Vessel at the Facility dock or waiting for Facility dock, whether by such Customer Vessel's crew or otherwise, will, in Operator's judgment, tie up or impede operations at the Facility dock, Operator may order such Customer Vessel to vacate the Facility dock or refuse to accept it at the Facility dock. If any Customer Vessel should refuse to vacate the Facility dock when so ordered by Operator or its agent, a charge of five thousand dollars (\$5,000) per hour will be assessed against the Customer Vessel for each hour or portion thereof that the Customer Vessel remains at the Facility dock past the time it was ordered to leave the GFF dock. This charge shall not constitute a waiver by Operator of any greater actual damage it may sustain as a result of a Customer Vessel's failure or refusal to vacate the Facility dock.
- 5.9 Government Action. If any Governmental Authority having jurisdiction over the Facility dock issues any order or takes any action to stop or delay the unloading of any Customer Vessel by no fault of Operator, no demurrage charges shall accrue to Operator.

- 5.10 Damage to the Facility Dock. All users of the Facility dock, including Customer Vessels and their owners, charterers and agents shall be held responsible for all damages resulting from their use of the Facility dock or other Operator facilities or equipment. Operator shall reserve the right to repair, contract for repair or otherwise cause to be repaired any and all such damages, and such repair costs shall be for the account of Customer, to the extent not covered by insurance proceeds, or Customer Vessels' owners, charterers or agents.
- 5.11 Damage to Customer Vessels. Should any damage occur as a consequence of stevedoring activities, Operator shall settle damages directly with Customer Vessel owners.
- 5.12 Maritime Security. Customer shall ensure that each Customer Vessel complies with Maritime Security (MARSEC) requirements as set forth in 33 CFR 104 and 33 CFR 105, and is capable of carrying out the requirements of the Operator Facility Security Plan. All persons and vehicles entering the Facility are subject to search. Under no circumstances are guns, weapons, alcohol or animals allowed at the Facility or the Facility dock. Any person found violating these provisions will be banned forever from entering any Operator facility. Any delays to a Customer Vessel resulting from such non-compliance shall be for Customer's account.
- 5.13 Personal Protective Equipment (PPE). Customer acknowledges that Operator has minimum personal protective equipment requirements for any person present at the Facility and the Facility dock. All persons present at the Facility or the Facility dock must wear long pants, long or short sleeved shirts, an ANSI approved hardhat, safety glasses and steel toed shoes, and any other personal protective equipment that Operator deems necessary. Under no circumstances will any person be allowed access to the Facility or the Facility dock that does not meet these requirements. Any delays to a Customer Vessel resulting from such non-compliance shall be for Customer's account.
- 5.14 Pollution Financial Responsibility. Customer warrants that it shall comply with all financial capability, responsibility, security, or similar Applicable Laws and other requirements as required by Governmental Authorities with respect to oil or other pollution damage applicable to Customer Vessels entering, leaving, or remaining at the Facility dock. Customer, at its sole risk and expense, shall make all arrangements by bond, insurance or otherwise and provide all such certificates or other documentary evidence and take all such other action, as may be necessary, to satisfy such Applicable Laws or other requirements.
- 5.15 Payment. Customer shall be responsible for all reasonable charges and invoice amounts whether to Customer or Customer Vessels and their owners, charterers or agents.