



Les Élévateurs des Trois-Rivières

A Soumat Company

ELEVATOR TARIFF

2615, Notre-Dame Centre
Trois-Rivières, Qc G9A 4Y7
Phone : (819) 374-6203
Fax : (819) 374-6392
Email : groupe@elevtr.qc.ca

EFFECTIVE APRIL 1ST, 2010

TABLE OF CONTENTS

INTRODUCTION	ii
Services	iii
PART I	1
GENERAL PROVISIONS	1
PART II	5
RECEIPT, STORAGE, DELIVERY AND HANDLING OF GRAIN	5
A. TERMS AND CONDITIONS:	5
B. SCHEDULE OF CHARGES AND RATES:	8
SCHEDULE OF ELEVATOR CHARGES FOR OVERTIME	11
AND STAND-BY TIME.	11
PART III	12
BERTHING AND USE OF THE DOCK FACILITIES	12
A. REGULATIONS, TERMS AND CONDITIONS:	12
PART IV	16
STEVEDORING SERVICES	16
A. GENERAL	16

INTRODUCTION

Les Élévateurs des Trois-Rivières Ltée is a licensed transfer terminal located on the St. Lawrence River at Trois-Rivières, Quebec. It is equipped to load and unload trucks, rail cars and vessels. It is a subsidiary company of Soumat, which sources, markets and transports grain and industrial projects for customers around the globe.

Les Élévateurs des Trois-Rivières Ltée was built in 1936 to receive, store and ship grain products, and was significantly expanded in the 1960s after the Seaway opened. In 1991, the elevator diversified, becoming a receiving and storage facility of alumina and coke for the nearby aluminum smelter.

Today, the elevator has storage capacity of 110 000 tonnes of grain, 78 000 tonnes of alumina and 20 000 tonnes of coke.

The elevator handles a throughput of about 1 200 000 tonnes per year, evenly divided between grain and other commodities.

Les Élévateurs des Trois-Rivières Ltée is one of the few facilities able to unload vessels of up to Panamax size. The unloading rate for grain is 2 000 tonnes per hour using two marine legs; alumina is unloaded at an average of 560 tonnes per hour. Elevator operations continue 24 hours a day.

The facility can also load vessels of up to Panamax size. There is 35 feet of water at the berth, and Trois-Rivières is ideally located for ocean vessels, leaving the Seaway system, loaded with grain, to top off at deeper drafts.

The elevator can receive grain by ocean ship, laker, rail, or truck. It serves as a grain distribution facility to supply feed grains to the local Quebec market. It also receives local grain by truck for export.

Services

Basic Data

Storage Capacity

110,000 m.t.

Vessel Capacity

Up to 60,000 DWT

Water Depth at Datum

35 feet – 10.70 m

Loading (section 16)

Ocean Vessels

Up to 2,150 m.t./hr

Railcars

Up to 200 m.t./hr

Trucks

Up to 500 m.t./hr

Unloading (Section 17)

Lakers / Ocean Vessels

Up to 2,000 m.t./hr (2 marine legs)

Railcars

Up to 500 m.t./hr (2 hoppers)

Trucks

Up to 600 m.t./hr (3 unloading pits)

Environmental Controls

Aspiration system for dust collection and suppression

Sampling

Automatic USDA and CGC approved sampling system

Grading

Canadian Grain Commission and USDA inspection on location

PART I

GENERAL PROVISIONS

A. TARIFF:

This Elevator Tariff (referred to herein as "Tariff") is published and posted by Les Élévateurs des Trois-Rivières Ltée and will always be on file and available to users of the elevator at the elevator office in Trois-Rivières. The captions used herein are inserted only as a matter of convenience and reference and they in no way define, limit or describe the scope of this Tariff nor the intent of any provision hereof.

B. DEFINITIONS:

1. The term "Elevator" used in this Tariff shall be understood to mean the grain elevator operated by Les Élévateurs des Trois-Rivières Ltée at Trois-Rivières.
2. The term "grain" used in this Tariff shall be understood to mean wheat, corn, oats, rye, barley, grain sorghums, flaxseed, rapeseed, sunflower seed, soybeans and other grains and screenings as may be handled from time to time by the Elevator, all in bulk.
3. The term "Company" whenever used in this Tariff shall be understood to mean Les Élévateurs des Trois-Rivières Ltée.
4. The term "vessel" whenever used in this Tariff shall be understood to mean any ship, craft, barge, lighter or any other waterborne vehicle, and shall include any Master, Manager, Operator, Agent, Owner, Disponent Owner, Charterer or other person purporting to act on behalf of the "vessel".
5. The term "user" whenever used in this Tariff shall be understood to mean the owner of grain or any other person, or any vessel, Owner, Manager, Agent, Master, Operator or Charterer of any vessel, to whom the Elevator premises and/or facilities are made available.

C. CANADA GRAIN ACT:

The Elevator is operated as a licensed Eastern Transfer Elevator under the Canada Grain Act and this Tariff is subject to the Canadian Grain Commission Regulations promulgated by the Canadian Grain Commission pursuant to said Canada Grain Act. All grain received is considered to be deposited for storage under the terms of the said Canada Grain Act and Regulations thereto except to the extent said Act is inapplicable.

D. CONSENT TO TERMS OF TARIFF:

The use of the facilities and services, as described herein, shall constitute a consent to the terms and conditions of this Tariff and evidence of an agreement on the part of all users of such facilities and services to pay all charges specified herein and to be governed by all the rules and regulations stipulated in this Tariff.

E. PERFORMANCE BY COMPANY:

The Company undertakes to furnish all services described in this Tariff with reasonable promptness, but subject to all its terms, conditions and charges and subject to changes and/or additions thereto without prior notice, except as otherwise may be provided by law. However, the Company shall not be obligated to furnish services, nor shall it be liable for failure to do so for any cause beyond its control. The Company does not undertake to receive, unload, handle or deliver grain within any particular time and information furnished by the Company, with respect to the likely dates or times of performing receiving and shipping services shall be considered only as forecasts of the likely availability of service and not as commitments.

F. TERMS AND CONDITIONS:

1. Payment

Charges incurred for services rendered according to this Tariff are due and payable as specified herein. The Company may require any user or vessel to deposit funds as an advance or prepayment of charges and deny the use of the Elevator and/or its facilities until such advance of prepayment has been received. Any payment received may be applied in whole or in part against the oldest invoices rendered the user. Failure to pay charges when presented shall cause the name of the user to be placed upon a "Delinquency List". At the discretion of the Company, any user appearing on said list may be denied further use of the elevator facilities. Any pending or alleged claims against the Company will not be allowed as an offset against outstanding invoices or accrued charges until such claims have been allowed by the Company or legally established. The customary procedure for establishing claims must be followed in respect to such claims the Company and prior to their allowance, such claims shall not constitute a valid reason for non-payment of invoices or accrued charges or for modification of any of the provisions of this Tariff.

2. Shipping Orders

Shipping orders will not be acted upon by the Company until surrender of Warehouse and/or Transfer Elevator Receipts, properly endorsed for cancellation, in an amount proportionate to, or in excess of, but not less than the quantity as well as the quality of such of the different grades of grain or other commodity needed to effect such shipment.

Any notice to be given to the owner of grain or other commodities shall be good, valid and sufficient if given to the party whose name appears on the Warehouse and/or Transfer Elevator Receipt issued by the Company.

3. Company's Responsibility

The responsibility of the Company as warehouseman shall be deemed to commence when grain enters the elevating leg and to cease when it leaves the loading spout. The Company shall not be responsible for any loss or damage whatsoever to grain, howsoever caused, including without restriction damage caused by heating, insects, infestation or grain otherwise going out of condition. All grain shall be received solely at the risk of its owner(s). the Company reserves the right to reject or demand the removal of any damaged or unsound grain which in the opinion of its representative would prove detrimental to the operation of the elevator or injurious to other grain and such grain if received or retained will be entirely at the owner's risk, except as provided in section 76 (1) of the Canada Grain Act.

4. Damage to Elevator

Users of the elevator facilities shall be responsible for any and all damages occasioned by them or their vessels to the elevator or the dock, equipment or accessories. Any such damages shall be repaired or replaced at the discretion of the Company. The user responsible, in addition to being liable for any other damages such as loss of throughput, shall be liable for the cost of repairs (temporary or permanent) and/or replacement plus 20 percent and also for the cost of temporary hiring of any equipment and services needed to ensure the proper functioning of the Elevator.

5. Marine Loss

The Company or any of its servants, agents or independent contractors, shall not be responsible for loss or damage to vessels however caused while they are moored alongside, berthing at or using the Elevator facilities.

6. Delay

The Company shall not be responsible for demurrage, damages for delay or loss of despatch time incurred by any vessel for any cause other than grossly negligent acts of the Company or of those for whom it is in law responsible.

7. Force Majeure

The Company shall not be obligated to unload or load out grain, nor shall storage charges terminate if, despite the exercise of due diligence, the Company is prevented from or delayed or hindered in loading out grain by strikes, work stoppages or slowdowns, riots, civil commotion, war, floods, wind and waves, Acts of God, Acts of Government, or other causes beyond the control of the Company.

G. CONTRACT TERMS:

The Company reserves the right to enter into contracts with any person, firm or company upon terms and conditions and for storage, service and other charges other than as set forth in this Tariff, provided such person, firm or company provides acceptable guarantees with respect to volume or otherwise. The Company will enter into similar contracts on an equal basis with any other person, firm or company subject to the handling capacity of the Elevator. Any such contract shall, where applicable, be subject to approval by the Canadian Grain Commission pursuant to the Canada Grain Act.

H. CHARGES AND RATES SUBJECT TO CHANGE:

All charges and rates stipulated herein are subject to change from time to time without specific notice and all users of the Elevator are hereby cautioned to ensure that they take cognizance of an up-to-date schedule of the Company's charges and rates.

PART II

RECEIPT, STORAGE, DELIVERY AND HANDLING OF GRAIN

A. TERMS AND CONDITIONS:

1. General

Grain will be received, stored and handled at the Elevator, subject to the rules, conditions and charges stipulated in this Tariff. All rates and charges stipulated in this Tariff cover work performed on straight time basis. The Company at all times reserves the right to preferentially unload those vessels for which outward shipping space has been engaged and is available. Grain will be stored in bins containing the same kind and grade regardless of ownership, except as may be otherwise arranged in writing.

2. Notice of Delivery to the Elevator

Every person who proposes to deliver grain to the Elevator shall give notice thereof to the Company, stating the expected date of arrival, quantity, kind and grade of grain. Such notice shall be given at least three (3) days prior to commencement of loading at the Lake port at least one (1) week prior to commencement of loading railway cars and at least ten (10) days prior to delivery by trucks..

3. Loss of Weight

Any loss of weight in grain due to deterioration or reconditioning shall be borne by the owner of the grain, unless otherwise required by the Canada Grain Act and Regulations thereto.

4. Payment of rates, charges and fees.

- a. Charges for receiving and delivery of grain shall be due and payable upon presentation of invoice. Storage charges shall commence on the date of deposit of the grain in the Elevator and shall accrue to midnight of the day previous to the grain being loaded out of the Elevator. Charges for storage and shipping shall be due and payable not later than upon delivery of the grain by the Company. Charges for other services shall be due and payable upon performance of such services by the Company.
- b. The Company reserves the right to require prepayment of any charges stipulated in this Tariff when in the judgment of the Company, its lien is or may become ineffective.
- c. Charges for storage accrued as of March 31 and December 31 in any year shall be invoiced immediately and shall be payable upon presentation of invoice.

- d. Inspection fees, when applicable, will be paid by the depositor or owner of the Transfer Elevator Receipt in all cases, and such fees are in addition to all other charges stipulated herein.
- e. The Schedule of charges and rates covers sound grains only. The storage rate on any grain which is out of condition or becoming so and which the Company may at its sole discretion agree to receive for storage will be higher than the rate of storage stipulated herein, and the exact rate will be subject to approval by the Canadian Grain Commission and will depend upon the condition of the grain. Grain which, though sound when received, goes out of condition may be dealt with by the Company in accordance with regulations issued by the Canadian Grain Commission under or pursuant to the Canada Grain Act.
- f. Other charges and rates

Services not specifically provided for herein are to be arranged by agreement with the Company. Charges for such services to be as per the maximum rates specified in the Canadian Grain Commission Regulations, where applicable, and, in any case, subject to approval by the Canadian Grain Commission.

5. **Working Hours, Holidays, Overtime and Stand-by Times Charges**

In addition to the charges for receiving storage, delivery and handling of grain stipulated below, overtime and stand-by charges shall be assessed in accordance with the schedule contained herein for any hours worked outside of straight hours.

Regular straight time hours shall be 0800 to 1600 hrs. for unloading and loading, daily Mondays through Fridays except official holidays.

If a holiday falls on Saturday it will be observed on the previous Friday and if a holiday falls on Sunday it will be observed on the following Monday, and these days will become overtime days.

Official holidays are:

New Year's Day (January 1 st)	Canada Day (July)
January 2 nd	Labour Day (September)
Good Friday	Thanksgiving Day (October)
Easter Monday	Remembrance Day (November 11 th)
May 1 st	Christmas Day (December 25 th)
Fête Nationale du Québec (June)	Boxing Day (December 26 th)

And any other day declared to be such by the Federal government or the Government of the province of Quebec. All work carried out outside regular straight hours as above and on Saturdays, Sundays and holidays shall be subject to overtime charges as stipulated below.

The Company reserves the right to refuse services involving overtime, penalty time or payment of wages for a minimum number of hours unless furnished with written order authorizing the service and guaranteeing the payment of the additional expense. Such expense will be assessed against the party or parties authorizing same (except when overtime is ordered hereunder). The Company reserves the right to refuse to work as above, even though requested, at its own discretion and without recourse for failure to do so or for failure to agree to do so.

B. SCHEDULE OF CHARGES AND RATES:

ELEVATION - INWARD				
Grade	From Lakers \$/Tonne	From Unit Trains ⁽¹⁾ \$/Tonne	From Rail Cars ⁽²⁾ \$/Tonne	From Trucks \$/Tonne
Wheat	2,82	3,44	5,03	5,82
Oats	5,09	5,96	8,88	9,89
Barley	3,43	4,19	6,31	7,14
Rye	3,08	3,73	5,42	6,22
Flaxseed	4,02	4,89	7,08	8,65
Canola, Rapeseed, Mustard	4,02	4,90	7,13	8,73
Corn	3,20	3,87	5,59	6,50
Soybeans or peas	3,57	4,36	6,43	7,56
Other grains	5,12	5,84	8,40	9,72
Above rates exclude inspection and weighing fees levied by The Canadian Grain Commission				

(1) From Unit Trains; mean receiving in groups of 25 grain cars or more.

(2) From Rail Cars; mean receiving in groups of 24 grain cars or less.

ELEVATION - OUTWARD			
Grade	To Vessels \$/Tonne	To Rail Cars or Conveyors \$/Tonne	To Trucks \$/Tonnes
Wheat	2,00	4,29	4,65
Oats	2,94	6,91	7,15
Barley	2,55	5,51	5,83
Rye	1,99	4,44	4,76
Flaxseed	3,65	7,47	7,73
Canola, Rapeseed, Mustard	3,79	7,68	7,92
Corn	2,10	4,68	5,02
Soybeans or peas	2,87	6,09	6,39
Other grains	3,11	6,94	7,13
Above rates exclude inspection and weighing fees levied by The Canadian Grain Commission			

Fumigation Service

Fumigation upon arrival \$1,75/tonne

Fumigation upon departure \$2,16/tonne

Preservation of Identity of special binned grain

(including storage)

For each day or part thereof \$0.125/tonne (all grain)

Billing of service fees for services carried out by the Canadian Grain Commission (CGC)

For a list of CGC service fees, please refer to the Canada Grain Regulations, Schedule 1.

OTHER SPECIAL SERVICES					
Grade	Turning of Grain \$/Tonne	Aeration of Grain \$/Tonne	Cleaning of Grain \$/Tonne	Storage ⁽¹⁾ \$/Tonne	Top-Off ⁽²⁾ + Surcharge
Wheat	0,318	0,710	3,95	0.060	0,522
Oats	0,522	1,164	6,41	0.099	0.856
Barley	0,395	0,880	4,86	0,076	0,648
Rye	0,334	0,745	4,10	0.064	0,548
Flaxseed	0,501	1,117	6,16	0,071	0,822
Canola, Rapeseed, Mustard	0,509	1,136	6,25	0.072	0,836
Corn	0,350	0,781	4,31	0,067	0,574
Soybeans or peas	0,424	0,946	5,21	0,060	0,696
Other grains	0,521	1,165	6,47	0,099	0.856
(1) Storage fees include insurance for each day or part thereof.					

(2) Additional charges for loading the first 7500 tonnes of grain into a vessel already partially loaded with grain at ports west of Montreal. Balance loaded in excess of 7500 tonnes to be charged only the regular elevation rate.

SCHEDULE OF ELEVATOR CHARGES FOR OVERTIME AND STAND-BY TIME.

In addition to elevation charges for receiving and shipping of grain, the following charges will be made for any hours worked outside of straight time hours (straight time hours shall be from 0800 to 1600 hrs. for unloading and for loading. Monday through Friday, except for holidays):

A. Loading			
	Charge per hour (\$)	Minimum Overtime Charge	Stand-by Time Charge per Hour (\$)
(1) Monday to Friday 0800 - 1600	0,00	0 hours	550,00
(2) Monday to Friday 1600 - 0000	550,00	4 hours	1 100,00
(3) Monday to Friday 0000 - 0800	660,00	4 hours	1 300,00
(4) Saturday	660,00	8 hours	1 300,00
(5) Sunday and Legal holidays. All extensions to complete a vessel, (excluding legal holidays)	900,00	8 hours	1 600,00

B. Unloading			
	Charge per hour (\$)	Minimum Overtime Charge	Stand-by Time Charge per Hour (\$)
(1) Monday to Friday 0800 - 1600	0,00	0 hours	600,00
(2) Monday to Friday 1600 - 0000	600,00	4 hours	1 000,00
(3) Monday to Friday 0000 - 0800	710,00	4 hours	1 220,00
(4) Saturday	710,00	8 hours	1 220,00
(5) Sunday and Legal holidays	900,00	8 hours	1 600,00

***Charges for Stand-by Time:**

Stand-by charges shall be assessed when unloading or loading is not commenced immediately upon notice by elevator management or when delays are encountered where are not directly attributable to the elevator. After the work is completed, stand-by charges shall be assessed for the balance of the time of the period the labour is called out.

PART III

BERTHING AND USE OF THE DOCK FACILITIES

A. REGULATIONS, TERMS AND CONDITIONS:

1. Application of Berth

For all vessels desiring a berth at Elevator there shall be filed an application for a Loading Berth at the Elevator office, between 0900 and 1700 hrs, Monday through Friday, and from 0900 to 1200 hours on Saturdays, except on holiday as defined herein. Application shall be made in writing on forms supplied by the Company. Whether or not such application form is signed, the Owner and Charterer of each vessel shall be deemed to agree in consideration of the Company permitting the vessel to berth at the Elevator for the purpose of loading or discharging bulk grain, to abide by all rates, rules and regulations stipulated in this Tariff, and to acknowledge having taken communication of same and, without restricting the generality of the foregoing, to undertake and agree that the berthing of the vessel at the Elevator will be free of risk and expense to the Company. Owners and Charterers also agree to indemnify the Company against and hold it harmless from any and all damages whatsoever and howsoever caused which may be occasioned to its facilities or any of them by the vessel and in like manner to indemnify the Company against and hold it harmless from any and all claims of any nature whatsoever arising from damages which may be sustained by the vessel while berthed or during berthing or unberthing. Owners and Charterers shall in like manner be deemed to agree to make prompt payment of invoices as presented and in the case of export grain to deliver to Les Élévateurs des Trois-Rivières Ltée signed written evidence of the receipt on board of the grain according to the Les Élévateurs des Trois-Rivières Ltée Description and Tally (i.e. "Mate's Receipt"). All charges shall constitute a lien against the vessel until paid. The Application for Berth shall be dated and times and shall constitute a contract between the Company and the Owners and Charterers of the vessel, such that the latter shall be bound by the terms thereof and, without restriction, to comply with all the charges, rules and regulations stipulated in this Tariff.

2. Allocation of Loading Berth

Except as otherwise provided in these regulations, vessels shall be assigned a Loading Berth in the chronological order in which they file with the elevator office the signed Application for Berth, accompanied at the time of filing by the following documents:

- a) Certificate issued by the Canadian Government Department of Agriculture and/or the United States Department of Agriculture, Grain Division, as the case may be, that all cargo compartments are fit to load in compliance with the regulations of the respective Departments.
- b) Certificate of Readiness for all compartments issued by the Port Warden.
- c) Evidence to the effect that the vessel has been entered at the Canadian Customs House.

- d) Evidence to the effect that the vessel has been tendered to and accepted by the Charterer.
- e) any other related documents.

Vessels are required to present alongside the Loading Berth with hatches open and gangway net ready.

3. Allocation of unloading berth to Lake vessels

Subject to following exceptions contained herein, but at all times in accordance with the provisions of the Canada Grain Act and Canadian Grain Commission Regulations, Lake vessels shall be assigned to an unloading berth in the order in which they arrive in port and file Application and required documents for Berth with the Company with evidence of vessels readiness to discharge:

- a) A hold of vessel having been partially unloaded at another port shall not be accepted for unloading unless by prior express arrangement with the Company.
- b) A hold of a vessel having a separation between more than one grade or kind of grain shall not be accepted for unloading.

4. Berthing Prior to Receipt by the Company of Appropriate Certification

- a) At the sole discretion of the Company, a vessel may be allowed to berth alongside the elevator prior to having received all the above certificates. If subsequently, the vessel fails to deliver such certification, it must, immediately on order of the Company vacate the berth. Nothing contained in this rule shall be deemed a waiver of any of the provisions of Item 5 below.
- b) Any vessel, which has been allowed to berth at the Elevator having previously filed all the certificates enumerated in above Item 2, and which subsequently is found by an official Inspector unsuitable to receive grain for any reason, must if required by the Company, immediately vacate the Elevator berth. Nothing contained in this rule shall be deemed a waiver of any of the provisions of Item 5 below.

5. Refusal or Failure to Vacate Berth

Any vessel which fails or refuses to vacate the berth when required by the Company for any reason whatsoever including being under arrest, except as provided hereinafter, in Item 9, shall be liable, in addition to any other charges due hereunder, to pay to the Company a charge of \$1,500.00 per hour or any part thereof after vacating notice has been given in writing to the Owner, Manager, Agent, Master, Mate, Operator or Charterer of the vessel. This charge shall be paid promptly and it is accepted that it accurately represents a minimum estimate of damages to the company because of refusal or failure of the vessel to vacate. This payment shall not constitute a waiver on the part of the Company to claim greater actual damages that may be sustained as a result of the vessel's refusal or failure to vacate.

The Company shall have the right, authority and privilege to compel the removal of the vessel, by any lawful means, at the vessel's own risk and expense and shall not be liable for any damages, delay or other expenses, including legal costs, arising from the act of removal of the vessel, by whomsoever incurred.

6. Berth Operations

The Company, in its sole discretion, may:

- a) After the turn of vessels whether in berth, or not, when confronted by an urgent need to receive or ship a particular grade or kind of grain, or when in its judgment
(i) this is necessary or desirable in order to facilitate Elevator operation, or
(ii) conditions within the elevator or the approached thereto render this necessary or desirable:

require a vessel to load in overtime hours at vessel's own expense during all hours when labour can be available, continuously until loading is completed, or for any part of such hours as the Company may determine necessary. This rule may be applied whenever more vessels are in port than can be berthed at the Elevator, or in order to expedite the movement of vessels and/or grain, or to ensure the fullest possible use of the Elevator, or to eliminate any threat of actual or possible congestion of any other vessels. Any vessel unwilling to work overtime as directed in accordance with this rule shall vacate the berth without delay and the vacating vessel shall only be permitted to berth again at the Elevator after giving written agreement to load continuously until completed whether in regular or in overtime hours. Should any vessel refuse to vacate, it will be liable for damages described in above Item 5.

- b) If a strike or other labour disturbance involving a vessel at berth or waiting for berth (whether by vessel's crew or otherwise) or any other circumstance affecting a vessel and not attributable to the Company will, in the Company's judgment, tie up or impede operations at the dock, the Company may order such vessel out of berth or refuse to accept it at the berth, Should any vessel refuse to vacate, it will be liable for damages described in above Item 5.

7. Vessel in Berth

Any vessel in berth shall at all times maintain appropriate officers and crew aboard to permit shifting of the vessel or reception or discharge of cargo at any time of day or night including Saturdays, Sundays, and holidays.

All vessels discharging or loading grain shall at all times have adequate rat guards on all mooring lines.

No welding, burning or hot work of any type and no hold fumigation shall be permitted on ships when docked at the elevator, unless written permission has been granted by the Company prior to commencement of such work. The Company shall in no event be responsible for any loss or damage whatsoever resulting from such work.

8. Work Interruptions

When work is interrupted on account of rainy or other adverse weather conditions, a vessel at its own expense may be required, at the discretion of the Company, to retain on standby, according to local labour rules, stevedore and other labour necessary to loading, up to a maximum of four hours in any stevedoring work period. Any vessel or its agent failing to have such labour available, if so required, shall be in addition to any other charges due hereunder, assessed a charge of \$1,500.00 per hour for any period where work is subsequently ordered resumed by proper authority (after the weather interruption) but cannot be carried out for lack of labour.

If such interruption occurs during an overtime period or on Saturdays, Sundays or holidays, the usual charges for overtime periods will still be fully assessable and due in addition to the above charge. This rule shall be applicable unless otherwise agreed by the Company in writing.

9. Completion of Loading

Upon completion of loading, a vessel shall not occupy the loading berth at the Elevator longer than is necessary to close the hatches, but in any event for not longer than one hour. Vessels requiring extra time to set booms and derricks before making ready for sea or for any other reason may, at the time of docking, request written permission from the Company to do this work at the Elevator berth, but it shall be at the sole discretion of the Company whether such permission is granted or not. Any vessel not granted such permission must vacate the berth immediately as required by the Company. Most vessels requiring extra dock time will be ordered to a lay-by berth, if available, or to anchorage, at vessel's expense.

Failure to comply with this requirement will automatically cause the vessel or its agents to be assessed an extra charge of \$1,500.00 per hour or part thereof from the time that permission was refused. This charge shall not impair the right of the Company to compel removal of the vessel from the berth nor shall it constitute a waiver on the part of the Company to claim any greater damages that may be sustained as a result of the vessel's failure to vacate. The Company shall have the right, authority and privilege to compel the removal of the vessel by any lawful means at the vessel's own risk and expense and the Company shall not be liable for any damages, delay or other expenses including legal costs, arising from the act of removal of the vessel, by whomsoever incurred.

PART IV

STEVEDORING SERVICES

A. GENERAL

The company will arrange for the provision of necessary stevedoring services for the loading and stowing of grain in bulk, but such stevedoring services shall be performed free of all risk whatsoever to the Company and only as directed and supervised by vessel's Master and/or his duly authorized representative and the stevedores shall at all times remain servants of the vessel. Any order for the ordering of personnel necessary for loading should be given to the Company in writing for the use of such services, but by permitting stevedoring services to be performed for and on the vessel, the vessel and its Owners and Charterers shall be deemed to agree to be bound by all the rules and regulations of the Company and without restricting the generality of the foregoing shall be deemed to agree to hold the Company harmless from and indemnify it against any and all claims and damages whatsoever (including loss of throughput and legal cost) arising from or related to the stevedoring services. The rates for the stevedoring services are stipulated on the les Services Maritimes Laviolette Inc. website. In the event of an increase or decrease in such wage scales or change in current labour or working conditions, the rates specified may without notice be proportionately increased or decreased with retroactive effect where necessary.