

# Tariff

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This electronically filed schedule replaces and cancels the Rukert Terminals Corporation's paper tariff No. 200 beginning June 1, 2001.

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# **Rule 34: Terminal Tariff**

## **Rule 34-1: Terminal Information**

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## Rule 34-2: Definitions

1. Where the name *Rukert* is used in this tariff, it shall be held to mean The Rukert Terminals Corporation. Rukert is not a common carrier or public utility and is the sole interpreter of its tariff.
2. Whenever the word *Terminal* is used in this tariff, it shall be held to mean the Terminals operated by the Rukert Terminals Corporation.
3. *Place of Rest* is an area on the terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with terminal operations. The actual point where the cargo is placed.
4. When the word *Ton* is used in this tariff, it shall be held to mean 2000 pounds unless otherwise noted.
5. When the word *Metric Ton* is used in this tariff, it shall be held to mean 2204.623 pounds unless otherwise noted.
6. When the word *Vessel* is used in this tariff, it shall be held to mean floating craft of every description.
7. The charges provided herein do not include *Insurance* of any character.

## Rule 34-3: Liability

1. Rukert assumes no liability for loss or damage to freight or cargo handled or transshipped through a terminal facility, except cargo in storage after the expiration of the Free Time Period (Rule 34-9), upon which storage charges have been assessed. The responsibility for loss or damaged cargo in storage shall not include loss generally covered by insurance such as fire, heating, frost, freezing, leakage, evaporation, natural shrinkage, wastage or decay, animals, insects and leakage or discharge from fire protection or the elements.
2. Rukert shall be liable only for damages resulting directly from its gross negligence in performing the services and affording the facilities provided for herein. In no case shall the Terminal Operator be liable for a sum in excess of \$500.00 per package or non-packaged objects unless the shipper, their representatives, prior to the commencement of such services or use of such facilities, declares a higher value and pay to Rukert, in addition to the other charges for such services as herein set forth, a premium calculated at one percent (1%) of the declared value of each package or non-packaged object and in such event Rukert shall be liable for the full declared value of each such package or non-packaged object for damage resulting from its failure to exercise due and the facilities provided for herein. The word *Package* shall include any van, container or other form of cargo utilization.
3. Rukert will not be liable for any delay, loss or damage arising from strikes of any person in their employ or in the service of others nor for any causes arising there from, nor any causes unavoidable or beyond its control. Rukert accepts no responsibility for damages or accidents occurring when its equipment and/or operators or employees are furnished to perform work for others.
4. All persons to whom berths, wharves, transit sheds, mechanical equipment or other facilities have been assigned shall be responsible and liable to Rukert for any damage occurring to such property during their tenancy, occupancy and/or use without regard to whom shall cause the damage.
5. No provisions contained in this tariff shall limit or relieve Rukert from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless Rukert from liability for its own negligence.

## Rule 34-4: General Rules

1. The rates, charges, rules and regulations named in this tariff for services and facilities, shall be applicable on and after the effective date of this tariff or effective date of supplements thereto and reissues thereof after publishing on Rukert Terminals Corporation's website.
2. In the absence of any delivery instructions before discharge of a vessel is started, the freight will be handled to the pier and/or a storage area at the discretion of Rukert and any expenses incidental to final delivery will be for the account of the receiver.
3. Rukert and/or its appointed representative may enter upon and inspect any vessel in berth at its terminal to ascertain the kind and quantity of merchandise or cargo thereon and no person or persons shall hinder, molest or refuse entrance upon such vessel for the purpose specified.
4. Holidays for the Calendar Year 2019 Defined (updated yearly):

*January 1, 2019	Tuesday	New Year's Day
January 21	Monday	Martin Luther King Jr. Day
February 18	Monday	Presidents' Day
*April 21	Sunday	Easter Sunday
*May 27	Monday	Memorial Day
*July 4	Thursday	Independence Day
*September 2	Monday	Labor Day
*November 28	Thursday	Thanksgiving Day
November 29	Friday	Holiday
*December 24	Tuesday	Christmas Eve
*December 25	Wednesday	Christmas Day
*January 1, 2020	Wednesday	New Year's Day

\* Indicates days when Vessel and Terminal Operations are closed. No work.

5. The Master of any vessel docked at a terminal shall, upon demand, before departure of said vessel exhibit the enrollment or license of such vessel showing tonnage and furnish a copy of the manifest of cargo discharged. Manifest or summaries of all outbound cargo received at a terminal for loading shall be furnished to Rukert by the vessel's owners or agents prior to sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.
6. Payment of Charges:
  - A. Rukert invoices shall become due and payable upon presentation of invoice, except hereinafter specified.
  - B. All dockage, wharfage and other charges of Rukert against the vessel must be paid in full before departing of vessel except in instances where a credit account has been opened or established by consent of Rukert.
  - C. All charges for loading and/or unloading and accessorial charges on rail cars and trucks shall be charged against the inland carrier, shipper, receiver or their agent.
  - D. In addition to any other rights recognized by law, the right is reserved by Rukert to withhold delivery of any goods on which storage, demurrage or other charges have been assessed until such time as these charges are paid in full.
  - E. All invoices rendered by Rukert are payable within 30 days after the date of the invoice. If not paid by that date, further extensions of credit shall be discontinued.

## **Rule 34-5: Rules and Regulations for the Accommodation of Vessels**

1. Vessels, their owners or agents, desiring a berth at a terminal shall apply to Rukert for same as far in advance as possible.
2. Order of berthing vessels:
  - A. Vessels will generally be berthed in order of arrival. Rukert, however, may alter the order of berthing vessels when:
    - i. In its judgment it is confronted with the urgent necessity of loading or unloading any particular commodity.
    - ii. It is necessary to facilitate conditions at the terminal.
    - iii. In order to maximize utilization of berth and minimize delay in berthing for waiting vessels anything herein to the contrary notwithstanding.
  - B. Rukert may require any vessel to work overtime at the vessel's expense when:
    - i. In its judgment, it is confronted with the urgent necessity of loading or receiving any particular commodity.
    - ii. It is necessary to facilitate conditions at the terminal or berth.
    - iii. It is necessary to maximize utilization of berths and minimize delays in berthing.
  - C. Should the vessel refuse to work overtime, it shall lose its turn and vacate the berth in favor of the next vessel that is willing to work overtime. The vessel so losing its turn shall be entitled to berth as soon as the next berth is available thereafter. Should any vessel refuse to vacate its berth when ordered to do so under the above circumstances, Rukert may effect the removal of such vessel at the vessel's risk and expense.

3. No person shall make any vessel fast or cause or permit any vessel to be made fast to the wharf or cause or permit any vessel to remain fastened to the wharf or to remain moored immediately in front thereof without the consent of Rukert. Any vessel made fast to or moored in front of the wharf or remaining fastened to or moored in front of the wharf, in violation of this item shall be subject to removal by or at the order of Rukert at the expense of such vessel and its owner or operator, to such other place as Rukert may elect.
4. No person shall make fast any line or moor in any wharf or dock or to any shed or fender piles supporting same, except to the mooring bollards, posts or bitts provided for that purpose.
5. Vessels shall be moved or leave berths controlled by Rukert at the direction of Rukert. Any vessel which has not acted promptly upon notice to so move, may be shifted and any expenses, damage to vessel or to the wharf during such removal shall be charged to the vessel.



## Rule 34-6: Dockage

1. The term *Dockage* shall be held to mean the privilege of berthing or making fast to the wharf and shall be charged against the vessel, its owners or operators in accordance with the rates and charges hereinafter specified.
2. Dockage charges will be assessed against the vessel, its owners or operators, on the basis of the highest registered tonnage published in Lloyd's Register of Shipping, for the period vessel remains at berth.
3. The period of time for which dockage shall be assessed against a vessel shall commence when such vessel is made fast to the wharf, bulkhead or to another vessel so berthed and shall continue until such vessel has completely vacated such berth.
4. Rates:
  - A. Dockage for vessels loading or discharging *General Cargo, Break-Bulk Cargo* and/or *Containers* will be assessed against \$.32 per net registered tons per calendar day or fraction thereof with a minimum charge of \$1440.00 per day.
  - B. Dockage for vessels loading or discharging *Bulk Cargo* will be assessed against the vessel, its owners or operators on the basis of \$.16 gross registered tons per 24 hour period or fraction thereof with a minimum charge of \$1440.00 for the first day.
  - C. A Port Security Surcharge of \$400.00 per dockage day will be assessed against the vessel, owners or operator.
  - D. Whenever a vessel completes general cargo, break-bulk or bulk cargo operations and remains at the berth with Rukert's permission, the vessel will be considered *Idle Status* at the expiration of the last 24 hour period on which full dockage charges have been assessed, then a charge of \$60.00 per hour or fraction thereof will be assessed against the vessel, owners or operator.
  - E. Dockage on Lash Barges will be assessed at the rate of \$250.00 per day per barge.
  - F. *Security is not included with Dockage at Idle Status.* Vessels docked prior to start of operations and after operations are completed are subject to a hourly security charge. Straight time (0600 hours Monday through 1800 hours Friday) rate is 38.50 per hour. Overtime rate (1800 hours Friday through 0600 hours Monday and Holidays) is 57.75 per hour.

G. Line Handling - Vessels and Barges docking and undocking at Rukert Terminals are required to use Rukert's Line Handling Service. The cost and procedures are updated yearly in a supplement document titled *Line Handling* posted at [www.rukert.com/rukert.tariffs.phb](http://www.rukert.com/rukert.tariffs.phb).

## **Rule 34-7: Crew Aboard Vessel**

1. All vessels berthed at Rukert shall at all times have sufficient crew to comply with all rules and regulations of Rukert, the Port of Baltimore, Homeland Security and the United States Coast Guard.

## **Rule 34-8: Wharfage**

1. *Wharfage or Side Wharfage* - the charge against the vessel on all cargo received for loading or discharged from a vessel while docked at the wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

2. Rates:

- A. *General Cargo* - The following sliding scale applies to all general cargo or break-bulk cargo loaded or discharged at one of Rukert's berths. The minimum wharfage charge will be \$50.00 per ocean bill of lading or export booking:

499 MT or Less	\$3.00 MT
500 - 999 MT	2.80 MT
1000 - 1499 MT	2.60 MT
1500 - 1999 MT	2.40 MT
2000 - 2499 MT	2.20 MT
2500 - 2999 MT	2.00 MT
3000 MT or More	1.75 MT

- B. *Bulk Cargo* - A charge of \$1.06 per metric ton will be assessed against receiver or shipper of bulk cargo.

- C. *Containers and Flat Racks* - A charge of \$75.00 per container will be assessed against receiver or shipper of containers.

## Rule 34-9: Free Time

1. *Free Time* - the time allowed for assembling cargo preceding a vessel's loading or for removing cargo from transit sheds, open yards or other points of rest before assessment of storage or demurrage charges.
2. Free Time allowed on inbound cargo excluding Saturdays, Sundays and holidays is 7 days. On cargo discharged at one of Rukert's berths, Free Time begins at the first 0800 hours after the entire discharge of vessel. Free Time periods are exclusive of Saturdays, Sundays and holidays.
3. Free Time allowed on outbound cargo excluding Saturdays, Sundays and holidays is 7 days. Free Time begins at the first 0800 hours after the receipt of cargo. Free Time periods are exclusive of Saturdays, Sundays and holidays.
4. On railroad traffic when held in carriers, equipment, cargo will be subject to rates, rules and regulations of Railroad tariffs.
5. The receipt and delivery of inbound and outbound cargo will at all times be the responsibility of the steamship company, shippers, receivers, their agents and/or operators.
6. Cargo on which Free Time is not allowed:
  - A. Dangerous and Hazardous Cargo
  - B. Cargo for Inside Storage
  - C. All other cargo, which in the discretion of the Terminal Operator, cannot be allowed Free Time.
7. Extension of Free Time may be granted if special arrangements are made by the steamship company, shippers, receivers, their agents and/or operators with Rukert. The extension of Free Time is at the sole discretion of Rukert.
8. Cargo not removed from one of Rukert's piers within the Free Time period may at any time thereafter, at the option of Rukert, be placed in storage in a Public Warehouse at risk and expenses of the goods and its owners.

## Rule 34-10: Demurrage

1. *Demurrage* is the charge assessed against the cargo remaining in transit sheds and/or open yard after the expiration of the Free Time period unless prior arrangements have been made with Rukert for storage of such cargo.
2. Rates:
  - A. A demurrage charge of \$4.00 per metric ton with a minimum of \$25.00 will be charged for the first 5 calendar days or fraction thereof after the expiration of Free Time. Demurrage is inclusive of Saturday, Sunday and holidays.
  - B. A demurrage charge of \$8.00 per metric ton with a minimum of \$50.00 will be charged for each succeeding period of 5 calendar days or fraction thereof. Demurrage is inclusive of Saturday, Sunday and holidays.
3. *Storage* rates will be supplied upon request on packages or weight for specific commodities, subject to space availability.
4. *Delays and Detentions* - No responsibility will be assumed by Rukert for delays or demurrage on railroad cars, highway trucks or vessels resulting from any cause whatsoever.

## **Rule 34-11: Loading, Unloading, Handling and Transfer of Cargo**

### **1. Definitions:**

- A. *Loading and Unloading* - Loading freight from platforms or transit sheds or storage yards into vehicles or railroad cars and unloading from vehicles or railroad cars onto platforms, into transit sheds or storage yards.
- B. *Truck Loading or Unloading* - the service of moving cargo from a place of rest on the pier, elevating the cargo onto the truck and stowing of the cargo in the truck or removing cargo from the body of the truck to a place of rest designated by Rukert, but shall not include special storage, sorting or grading of or otherwise selecting the cargo for the convenience of the trucker or the consignee's pallets. The loading and stowing of the cargo in the truck or the unloading of cargo from the truck shall be under the supervision of the driver of the truck. For the purpose of loading and unloading trucks, hours of operation are from 8:00 AM to 12:00 Noon and 1:00 PM to 4:00 PM.
- C. *Terminal Services* - the charge assessed against the Carrier, Shipper and/or the Receiver on the basis of cargo tons loaded or unloaded at the terminal.
- D. *Transfer* – the process of moving cargo from under the hook on the pier to the first place of rest for storage or from place of rest to under hook on the pier.

### **2. Rates:**

- A. *Truck Loading or Unloading of cargo 30,000 pounds or less* per package is invoiced at \$13.25 metric ton or \$4.75 cubic meter, whichever is greater with a minimum of \$50.00 per ocean bill of lading or booking number.
- B. *Truck Loading or Unloading for Heavy Lifts* - the handling of cargo in excess of 30,000 pounds for any size package shall be limited to the capacity of Rukert's equipment at that location. Arrangements for such services and any special equipment as may be required shall be made in advance with Rukert. Cost of shore crane, if required, will be invoiced to party requesting service.

*Heavy Lifts* will be invoiced per below schedule or \$4.75 cubic meter, whichever is greater:

Truck Loading/Unloading Units 30,001-40,000 lbs -----	280.41 per lift
Truck Loading/Unloading Units 40,001-50,000 lbs -----	320.72 per lift
Truck Loading/Unloading Units 50,001-60,000 lbs -----	386.31 per lift
Truck Loading/Unloading Units 60,001-70,000 lbs -----	473.69 per lift
Truck Loading/Unloading Units 70,001-80,000 lbs -----	568.47 per lift
Truck Loading/Unloading Units 80,001-90,000 lbs -----	663.20 per lift
Truck Loading/Unloading Units 90,001-100,000 lbs -----	757.86 per lift
Truck Loading/Unloading Units 100,001-110,000 lbs -----	833.64 per lift
Truck Loading/Unloading Units 110,001-120,000 lbs -----	917.01 per lift
Truck Loading/Unloading Units 120,001-130,000 lbs -----	1008.71 per lift
Truck Loading/Unloading Units 130,001-140,000 lbs -----	1109.58 per lift
Truck Loading/Unloading Units 140,001-150,000 lbs -----	1220.54 per lift
Truck Loading/Unloading Units 150,001-160,000 lbs -----	1342.60 per lift
Truck Loading/Unloading Units 160,001-170,000 lbs -----	1476.86 per lift
Truck Loading/Unloading Units 170,001-180,000 lbs -----	1624.54 per lift
Truck Loading/Unloading Units 180,001-190,000 lbs -----	1786.99 per lift
Truck Loading/Unloading Units 190,001-200,000 lbs -----	1965.68 per lift
Truck Loading/Unloading Units Over 200,001 lbs -----	To Be Negotiated

C. Self-propelled vehicles, wheeled units and mobile equipment moving under their own motor power are invoiced at \$150.00 per unit.

D. Boats will be handled at a negotiated rate.

E. *Transfer* - will be handled at a negotiated rate with a minimum of \$50.00 per ocean bill of lading or export booking number.

## Rule 34-12: Railroad Cars

### 1. Definitions:

- A. Railroad Car loading consists of removing cargo from the terminal facility and placing it in the railroad car. The charge for railroad car loading shall be assessed against the rail carrier or the party requesting such service.
- B. Railroad Car unloading consists of removing cargo from the railroad car and placing it on the terminal facility. The charge for railroad car unloading shall be assessed against the rail carrier or the party requesting such service.

### 2. Rates:

- A. *Unloading and Loading Railroad Cars* - rates will be supplied upon request.
- B. *Cleaning Railroad Cars* - to put them in the proper condition for outbound loading – Quoted upon request. Rukert reserves the right to reject any railroad cars for cleaning upon physical inspection.
- C. *Blocking, Bracing and Chocking* - rates will be supplied upon request.
- D. Demurrage – under no circumstances will Rukert accept responsibility for demurrage charges incurred for handling rail cars
- E. Except as noted above, rates for all cargo carried in railroad cars, not loaded/unloaded directly to/from a vessel, shall be subject to negotiation.

## Rule 34-13: Containers

1. The term *Container* as used herein refers to all standard, permanent-type containers 20 feet and over used for the movement of cargo as a unit. All other containers will be considered as general cargo and subject to terms and conditions set forth in this Schedule. The unit may also be a flat rack type with mounted cylinders or tanks.
2. Rates:
  - A. *Mounting or Dismounting a Loaded* container – \$100.00 per box.
  - B. *Mounting or Dismounting an Empty* container – \$50.00 per box.
  - C. *Transfer* to or from Vessel at Rukert's Berth - \$50.00 per box.
  - D. Hazardous or Radioactive Cargo is prohibited.
  - E. *Stuffing and Unstuffing* containers - rates will be supplied upon request.
3. Free Time - 5 days from the date on the Warehouse Receipt.
4. Demurrage - containers are subject to the guidelines set forth in **Rule 34-10**.



## **Rule 34-14: Terminal Labor**

1. *Straight Time* - Rates are based on regular working days, Monday through Friday excluding Holidays, between the hours of 8:00 AM and 12:00 Noon and between 1:00 PM and 5:00 PM.
2. *Overtime* - Rates named for loading, unloading, handling and other labor are based on current labor costs for straight time. When such services are required during overtime periods, prior arrangements must be made and the total labor costs will be charged to those responsible for authorizing such overtime.

## **Rule 34-15: Dock Receipts**

1. No cargo shall be received for export unless accompanied by a fully and accurately prepared dock receipt containing the following information:

- A. Shipper / Exporter
- B. Export Reference
- C. Forwarding Agent Reference
- D. Point and Country of Origin
- E. Domestic Routing / Export Instructions
- F. Pier
- G. Export Carrier
- H. Port of Discharge
- I. For Transshipment To
- J. All Marks and Numbers
- K. Number of Packages
- L. Description of Goods and Packages
- M. Gross Weights
- N. Measurements
- O. Special Handling Requirements, if any

### **Rule 34-16: Objectionable Cargo**

1. Rukert reserves the right to reject or move freight or other materials which in its judgment is likely to damage other property, to another location, at the risk and expense of the owner.

### **Rule 34-17: Delivery Orders**

1. Every motor carrier entering Rukert's facilities shall be in possession of the proper shipping documents.

### **Rule 34-18: Terminal Not a Public Thoroughfare**

1. Rukert's property is not a public thoroughfare and all persons entering thereon do so at their own risk and under the guidelines set forth by the Department of Homeland Security.

## Rule 34-19: Hazardous Cargo

1. Shippers of dangerous articles must present permits from proper authorities and obtain permission from Rukert, before same shall be received on or transferred at terminal. Shippers must furnish a dock receipt as described in Rule 34-16 which should also include the following information:
  - A. Telephone numbers in case of an emergency.
  - B. Proper DOT shipping name.
  - C. Required labels.
  - D. Properly documented special instructions.
  - E. A *Shippers Certification* must appear on every bill of lading and/or shipping document provided and must be signed. The correct wording of this certification is as follows:

This is to certify that the above-named materials are properly described, classified, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.
2. Any dangerous cargo, if accepted by Rukert and classified as Radioactive or Hazardous, will be subject to a \$400.00 per unit surcharge.

## **Rule 34-20: Refuse Material**

1. Rubbish, refuse or other materials must be removed from the terminal by the person or persons placing it there, upon demand; otherwise it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard from vessels or wharves.

## **Rule 34-21: Smoking on Premises**

1. No person shall smoke or light any matches or use or carry any open flame on Rukert property.

## **Rule 34-22: Requests and Complaints**

1. Requests and complaints shall be promptly and fairly considered by Rukert provided that they are submitted in writing to Rukert at the address listed in **Rule 34-1**.