

LOUIS DREYFUS COMPANY WASHINGTON LLC

SCHEDULE OF CHARGES

Seattle, Washington

Licensed Under the United State Warehouse Act  
3-10096

TARIFF NO. 2

Revision effective May 23, 2022

(The term "grain" when used herein, except for sunflowers, shall mean all commodities defined as grain in the regulations promulgated by the Secretary of Agriculture under the United States Warehouse Act.)

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LOUIS DREYFUS COMPANY WASHINGTON LLC

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**SECTION I**                      **GRAIN STORAGE AND HANDLING**

**SUBSECTION A**                **STORAGE/HANDLING**

ITEM	SUBJECT	RULES AND REGULATIONS
1	Weighing, Sampling, and Inspection	<p>The facility is operated as a tidewater terminal and grain, warehouse, and all services of weighing, sampling, and inspection are performed by the Federal Grain Inspection Service or its designated agencies.</p> <p>All fees for sampling and inspection, and all fees for supervision of weighing are in addition to the charges specified in this tariff, and shall be assessed directly against the owner of the grain, but if assessed to or paid by LDC WASHINGTON LLC, such payment shall be for the account of the owner of the grain.</p>
2	Responsibility for Loss, Damage, or Delays	<p>Except to the extent of insurance coverage provided under Item 3, or unless otherwise specified in this tariff, LDC WASHINGTON LLC will not be responsible for any loss or damage caused by flood, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage, or decay, animals, rats, mice or other rodents, moths, weevils or other insects, leakage or discharge from sprinkler fire protection systems, collapse of buildings or structures, breakdown of plant or machinery or equipment, or by floats, logs, or pilings required in breasting vessels away from the wharf; nor will it be answerable for any loss, damage, or delay arising from insufficient notification, or from war, insurrection, acts of God, shortage of labor, combination, riots or strikes of any persons in its employ or in the service of others, or for any consequences arising there from, or from any cause not reasonably within its control.</p> <p>In the event the vessel is unreasonably delayed in its estimated time of departure from the elevator due to a cause for which the elevator is legally liable, elevator liability, whether to vessel, shipper, buyer, charterer, or any other party making claim due to the delay, will be computed on the actual down time during regular elevator working hours at the existing vessel demurrage rate for tramp vessels of comparable size, construction type, and flag. The amount of the demurrage rate for such down time constitutes the extent of elevator liability. In no case shall the elevator be liable for other damages including, without limitation, special or consequential damages.</p>
3	Insurance	<p>Unless otherwise specified under individual items, storage rates named herein include insurance at market value against loss by fire, lightning, inherent explosion, windstorm, cyclone, and tornado.</p>
4	Binning	<p>In the absence of specific instructions for special binning (See Item 5), grain will be stored in bins containing the same kind and grade of grain, regardless of ownership.</p>
5	I.P. Storage	<p>Upon request and space permitting, grain will be stored in special bins (identity-preserved). Regular tariff charges will not apply; instead, a higher than tariff rate will be negotiated. If the bin is not used to full capacity, storage charges may be assessed on such full capacity. Risk of grade and weight is for owner's account.</p> <p>All expenses for cleaning and turning of grain is for the account of the owner, and any shrinkage, loss in weight, protein or grade must be borne by the owner on I.P. grain</p>

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ITEM	SUBJECT	RULES AND REGULATIONS
6	Transferring, Turning Grain	The turning of grain will be performed when requested by the owner of the grain, and agreed to by the elevator, or as deemed necessary by the elevator, at the rate \$1.00/S.T., for grain owner's account.
7	Cleaning	Grain will be cleaned or separated when requested by the owner, and agreed to by the elevator, or as deemed necessary by the elevator, at the rate of \$3.60/S.T.for grain owner's account.
8	Smutty Grain	Grain containing smut is only acceptable for storage as space allows, and is subject to removal at LDC WASHINGTON LLC's convenience.
9	Sample Grade	Grain grading as "sample grade" will be stored in special Grade bins in accordance with the provisions of Item 5, above, at owner's expense; provided LDC WASHINGTON LLC agrees to unload same.
10	In-house Fumigation	Fumigation of grain by LDC WASHINGTON LLC is at its option, and it may perform the service at the fumigation rate of \$3.60/S.T., or order it fumigated by owner or consignee of the grain. Right is reserved by LDC WASHINGTON LLC to refuse to accept or unload grain infested by weevils or other insects until such grain has been fumigated to the satisfaction of LDC WASHINGTON LLC.
11	Right of Transfer	Warehouseman reserves the right to transfer commingled storage grain, for which receipts have or have not been issued, to another licensed warehouse for continued storage, at warehouseman's expense subject to terms and conditions prescribed by the Secretary of Agriculture. The owner of the grain will receive delivery at this warehouse unless other mutually agreeable arrangements are made.
12	Right of Refusal	LDC WASHINGTON LLC reserves the right to refuse to receive any grain which, in its judgement, is in an un-merchantable or in unfit condition to be received or stored, and any grain for which arrangements for receiving, unloading, or storage have not been made with LDC WASHINGTON LLC, in advance of arrival of the grain LDC WASHINGTON LLC further disclaims all responsibility for any loss, damage, or demurrage, may incur as a result of such refusal.
13	Right of Termination of Storage	LDC WASHINGTON LLC reserves the right to terminate storage, and to order the removal of any grain, which from its inherent nature or otherwise may, in LDC WASHINGTON LLC's judgment, be going out of condition, cause damage to other grain, or become offensive to the premises. Grain not removed by the owner within the time specified in the <u>Notice to Remove</u> may be removed by LDC WASHINGTON LLC at Owner's expense.
14	Right to Perform Services on Overtime	Whenever, in LDC WASHINGTON LLC's judgment, it shall be deemed necessary to perform on overtime any services in connection with the unloading, handling, cleaning or smutting of grain, right is on reserved to perform such services and to order weighing, sampling, and inspecting by the Federal Grain Inspection service or its designated agencies in the name of, and at the expense of the owner of the grain LDC WASHINGTON LLC reserves the right to refuse to work overtime even though requested, at its own discretion.
15	Storage Rate	From date received until date delivered, incl Grain, \$.000992 per bushel per day

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ITEM	SUBJECT	RULES AND REGULATIONS
16	Warehouse Receipts	Warehouse receipts will be issued upon request, at the time grain is received. Grain will be delivered only upon written order of the owner, surrender of the warehouse receipt, properly endorsed, together with payment of all accrued charges.
17	Special Contracts	Subject to approval by the U. S. Warehouse Act Administrator, and the availability of storage and handling capacity, LDC WASHINGTON LLC will contract for the storage and/or handling of a specified quantity of grain for a definite period of time at rates other than those provided herein. Such rates, under the same terms and/or conditions, will be made available to all depositors.

**SUBSECTION B**

**ELEVATION RATES**

ITEM	SUBJECT	RULES AND REGULATIONS	COSTS IN CENTS PER BUSHEL
1	Inbound	Unloading from rail cars at elevator Unit trains (25 or more cars) <ul style="list-style-type: none"> <li>a. Batch weighing \$0.09</li> <li>b. Less than unit trains and/or Single car weighing \$0.10</li> </ul>	
2	Outbound	<ul style="list-style-type: none"> <li>a. Loading into car \$0.10</li> <li>b. Loading Vessel                             <ul style="list-style-type: none"> <li>1. Barge or Tweendeck Vessels \$0.07</li> <li>2. Tankers \$0.07</li> <li>3. Bulk Carriers \$0.07</li> </ul> </li> </ul>	

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**SECTION II**                      **VESSEL REGULATIONS**

**SUBSECTION A**                **VESSEL TERMS/CONDITIONS**

ITEM	SUBJECT	RULES AND REGULATIONS
1	Vessel, Defined	Wherever the word "vessel" appears in this tariff it is understood that it has reference only to dry cargo ocean-going vessels of a type customarily engaged in the carriage of grain. Other vessels will be accepted for loading at the convenience of the elevator and under the terms, rates, and conditions to be negotiated in each instance.
2	Berth Application	<p>Prior to occupying a berth at the elevator, vessel owner, master, or agent must apply to the office (LDC WASHINGTON LLC 955 Alaskan Way West, Seattle, Washington, 98119), to receive permission to occupy the berth. The use of the facilities and services, as mentioned 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 be governed by all rules and regulations printed in this tariff. Subject to the exceptions set forth below, vessels shall be assigned a berth for the purpose of loading grain in the order in which they file with the appropriate elevator operator's office, the following documents:</p> <ol style="list-style-type: none"> <li>a. A properly executed berth application form, as provided by and filed with LDC WASHINGTON LLC Seattle, Washington Office, along with appropriate advance funds as specified in berth application, to be presented to elevator office upon vessel filing.</li> <li>b. National Cargo Bureau, Inc., Certificate of Readiness, to be presented to the elevator office.</li> <li>c. Certificate of Freedom from Insect Infestation, issued by the Federal Grain Inspection service or its designated agency, to be presented to the elevator office.</li> <li>d. A copy of the Vessel Notice of Readiness, certifying readiness to load the intended cargo in all respects, to be presented to elevator office.</li> <li>e. Written loading instructions describing the commodity, grade, and weight tolerance to be loaded, and all other relevant load and/or document requirements, to be presented to LDC WASHINGTON LLC office by e-mail or facsimile.</li> <li>f. Any other documentation as may be required by law, custom, regulation, or elevator rules.</li> </ol>
3	Contract Existence	The filing of such berth application and supporting certificates shall constitute that the Master, Owner's Manager, Operator, or other duly authorized representative of the stated vessel shall deliver to the Company signed written evidence of the receipt on board of the commodity/commodities according to the Elevator description and tally, with no qualifications for unpaid freight or condition after leaving spout. In addition, the filing of such berth application, and its acceptance by LDC WASHINGTON LLC, shall constitute a contract between LDC WASHINGTON LLC and the vessel, her Owners and Agents, confirming their agreement to abide by the charges, rules, and regulations of this tariff.

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ITEM	SUBJECT	RULES AND REGULATIONS
4	Dockage Charges	<p>Estimated dockage will be assessed and collected by LDC WASHINGTON LLC, upon the vessel's arrival at berth; with final settlement after the service has been performed. Dockage on all Bulk Carrier Vessels will be assessed at a rate of \$3.50 per gross registered metric ton (GRT) for the first 72 hours/\$.85 per GRT per each 24-hour period thereafter. Dockage on Tanker Vessels and Tween-Decker Vessels will be assessed at a rate of \$3.50 per GRT, for the first 48 hours at the berth, after forty-eight hours at the berth the dockage assessment shall increase \$0.85 per GRT ton for each day or portion of a day the vessel remains at the berth (\$4.35/GRT) In the event of failure to vacate the berth, when ordered by the elevator operator to do so, dockage charges, per this tariff, will continue to apply, in addition to any liquidated damages being assessed.</p>
5	Re-inspection	<p>Despite the issuance of the certificates (Item 2.a. through f., above), whenever determined necessary in the judgment of LDC WASHINGTON LLC, either before or during loading, a re-inspection of the vessel by State or Federal Department of Agriculture will be required to replace the original certificates. LDC WASHINGTON LLC may also require certification from a recognized laboratory or marine chemist that all compartments for receiving grain are free of contaminating gasses or odors. Should there be, any time before or during loading, a determination made by an official responsible for issuing certificates that the vessel is not in suitable condition to be loaded, then at the discretion of LDC WASHINGTON LLC, the berth assignment may be withdrawn and the vessel refused a berth or, if in berth, ordered to vacate.</p>
6	Loading	<p>LDC WASHINGTON LLC reserves the right to assign dock priority to vessels. LDC WASHINGTON LLC may, at its sole discretion, change the turn of vessels in order to facilitate conditions at the dock or in the elevator. When one or more vessels are waiting to load or discharge, the elevator, operator may require a vessel....</p> <ul style="list-style-type: none"> <li>a. Already in berth or about to berth, or</li> <li>b. About to berth when less than four (4) straight time working hours remain in the day to work overtime at vessel's expense. Should the vessel refuse to work overtime, it shall lose its turn in favor of the next vessel that is willing to work overtime. The vessel so losing its turn shall be entitled to berth when berth is next available thereafter.</li> </ul>
7	Approach to Berth	<p>When a vessel is approaching the berth, it must enter at a safe and controlled speed to taking into consideration congestion and weather conditions.</p>

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ITEM SUBJECT RULES AND REGULATIONS

8	Vacating Berth	<p>Whenever a vessel is unable or refuses to load, and one or more vessels are waiting for the same berth, the elevator operator may order the vessel to vacate the berth within one (1) hour after a <u>Notice to Vacate</u> is delivered to the vessel's master, mate, or agent. If a vessel refuses or fails to vacate the berth within one (1) hour after receipt of the <u>Notice to Vacate</u>, the elevator operator shall be entitled to charge and recover as liquidated damages \$12,000.00 per hour for each hour of each calendar day from (1) hour after receipt of the <u>Notice to Vacate</u> until vacation of the berth occurs. Application for, and use of the berth shall constitute agreement of the vessel that the foregoing amount of liquidated damages accurately reflects the loss to the elevator operator from inability to use the berth for loading. The elevator operator's right to recover liquidated damages shall not impair his right to compel removal of the vessel from the berth by any lawful means, nor constitute a waiver by the elevator operator of any greater actual damages (including special or consequential damages) it may have sustained as a result of the vessel's refusal or failure to vacate the berth.</p> <p>If, in LDC WASHINGTON LLC's opinion weather conditions so warrant, any vessel in berth may be ordered at any time of the day or night, to vacate the berth until such time as weather conditions permit the vessel to return to berth. If a strike or other labor disturbance involving a vessel at berth or waiting for berth (whether by the vessel's crew or otherwise) will, in LDC WASHINGTON LLC's judgment, tie up or impede operations at the dock, LDC WASHINGTON LLC may order such vessel out of berth. Should any vessel refuse to vacate, it will be liable for the liquidated damages described in Item 8, paragraph 1, above.</p> <p>The owners, operators, and agents will insure that the vessel will be so loaded that she remains in safe seaworthy trim throughout the loading operation to permit shifting out of berth should it become necessary. Appropriate officers and crew shall be maintained aboard at all times for this purpose.</p> <p>If a vessel fails or refuses to vacate a berth when ordered by the elevator operator to do so, the elevator operator may cause removal of the vessel from the berth by any lawful means, and the elevator operator shall be entitled to recover from the vessel and/or its agent all expenses incurred in doing so. The elevator operator shall not be responsible for any damage to, or loss of the vessel in the course of removing a vessel from berth after the vessel has failed and refused to vacate the berth pursuant to the order of the elevator operator in accordance with this tariff.</p>
9	Shifting Expenses	<p>Shifting costs for coming in and out of the berth, and hauling alongside the berth, whether ordered under the provisions of this tariff, or otherwise, shall be at the vessel's expense.</p>
10	Gangway, Light & Crew	<p>Upon berthing, vessels shall immediately and at all times provide a safe and adequate gangway from the vessel to the dock, adequate lighting equipment, and appropriate officers and crew aboard to permit reception of cargo at any time of the day or night, including Saturdays, Sundays, and holidays. Failing this, LDC WASHINGTON LLC may order the vessel to vacate the berth for safety's sake. Should any vessel refuse to vacate, it will be liable for the liquidated damages described in Item 8, paragraph 1, above. Each vessel shall be charged \$2,000.00 for LDC WASHINGTON LLC's gangway, regardless if the vessel elects to use this service or not.</p>
11	Continuous Readiness to Receive Cargo	<p>Authorization for vessel berthing is predicated upon the vessel's continuous readiness to receive grain at a full normal rate, in keeping with reasonable safety precautions relating to the loading characteristics of particular vessels. Any vessel caused delay or interruption not caused by LDC WASHINGTON LLC in loading shall subject to a fraction thereof, which shall be assessed as mini</p>

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ITEM	SUBJECT	RULES AND REGULATIONS
12	Draft Surveys	Each vessel loading at LDC WASHINGTON LLC will be allowed one (1) 20-minute period to check draft and stability calculations. Any delay in excess of the 20-minute period will be charged to the vessel and/or owners at the rate of \$2,500.00 for each twenty-minute period or fraction thereof.
13	Repair Work, Supplies	Without the prior written approval of the elevator management there shall be no welding, burning, or repair work of any kind done on the ship that constitutes a potential fire hazard while vessel is at the grain berth. Bunkering or loading of any other materials while the vessel is moored at the grain berth is expressly prohibited without written authorization from LDC WASHINGTON LLC. The master, vessel owners, and agents shall be held fully responsible for any violation of this regulation.
14	Overtime	<p>All rates named for services involving labor are based on the payment of labor at straight time wages, and the performance of such services on days or during hours when the straight time scale applies.</p> <p>a. <u>Overtime and Holiday Time:</u> When any services are performed on Saturdays, Sundays, union holidays, or during hours when under the labor working rule, overtime or penalty pay is required, the rates shall be as specified in Item 14, b., below. LDC WASHINGTON LLC, at its sole discretion, reserves the right to refuse to work overtime, or to perform services involving overtime. When loading or unloading an ocean vessel, the rate in Item 14, paragraph b., below, will be charged against the vessel, or other interested parties subject to negotiation with LDC WASHINGTON LLC, for all overtime and hours worked, including Saturdays, Sundays, Holidays, and night shifts, subject to stop-work conditions that affect overtime. For the purposes of this tariff, holidays shall be those listed in BIMCO, the current ILWU-PMA Contract, the 5<sup>th</sup> of July and the monthly ILWU stop work meeting (usually the second Thursday evening of each month from 1700 hours to 0800 hours the following morning) shall be recognized as a "HOLIDAY" in this Tariff</p> <p>b. <u>Overtime Rates:</u> Elevator operations for loading or unloading grain to or from vessels, per 10-hour shift or part thereof, regardless of the number of gangs working the vessel, unless otherwise agreed to by LDC WASHINGTON LLC in writing:</p> <ul style="list-style-type: none"> <li>a. Per shift of ten hours: \$ 19,000.00</li> <li>b. Per O/T hour (extended shifts) \$ 1,900.00</li> </ul>

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ITEM	SUBJECT	RULES AND REGULATIONS																
15	Service and Facility Charge	<p>Service and facility charge is the charge assessed against ocean vessels, their owners, operators, and agent, which receive or discharge cargo at the terminals for the use of the terminal areas in the delivery of cargo to or from the vessel, and for services in connection with the receipt, delivery, care, custody, and control of cargo required in the transfer of cargo from shippers, their agents or connecting carriers, to vessels.</p> <p>Service and facility charge does not include any cargo handling, loading or unloading operations, nor any labor other than that which is involved in performing the service, nor any service or facility charge for which is included in other individual charges.</p> <p>Where the contract of affreightment establishes the responsibility as being between the parties thereto for payment of the Service and Facility Charge named in this tariff, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges may be billed to and due from the vessel, its owners, agents, or operators, to LDC WASHINGTON LLC. Allocation or adjustment of these charges between vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract. The term "Contract of Affreightment" as used herein shall mean charter party, ocean rate, or any other arrangement under which the vessel transports cargo.</p> <table border="0"> <tr> <td>Self-trimming bulk carriers.</td> <td>\$ 2.28/S.T.</td> </tr> <tr> <td>Non-self-trimming bulk carriers. (Including self-trim bulk carriers requiring trimming)</td> <td>\$ Negotiable/S.T.</td> </tr> <tr> <td>Tankers</td> <td>\$ Negotiable/S.T.</td> </tr> <tr> <td>Two-deck vessels</td> <td>Negotiable</td> </tr> <tr> <td>Three-deck vessels</td> <td>Negotiable</td> </tr> <tr> <td>Unclassified vessels</td> <td>Negotiable</td> </tr> <tr> <td>Lash-type barges</td> <td>Negotiable</td> </tr> <tr> <td>Vessels loading less than 1,500 short tons</td> <td>\$6.00/S.T.</td> </tr> </table>	Self-trimming bulk carriers.	\$ 2.28/S.T.	Non-self-trimming bulk carriers. (Including self-trim bulk carriers requiring trimming)	\$ Negotiable/S.T.	Tankers	\$ Negotiable/S.T.	Two-deck vessels	Negotiable	Three-deck vessels	Negotiable	Unclassified vessels	Negotiable	Lash-type barges	Negotiable	Vessels loading less than 1,500 short tons	\$6.00/S.T.
Self-trimming bulk carriers.	\$ 2.28/S.T.																	
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Two-deck vessels	Negotiable																	
Three-deck vessels	Negotiable																	
Unclassified vessels	Negotiable																	
Lash-type barges	Negotiable																	
Vessels loading less than 1,500 short tons	\$6.00/S.T.																	
16	Fresh Water	<p>If requested by the vessel, fresh water will be furnished for the flat charge of \$550.00 (includes hose)</p> <p>Should the water utility raise their rates during the period of this tariff, these rates will be increased accordingly.</p>																
17	Other Vessel Charges	<p>Vessels utilizing/loading into wing tanks shall be assessed \$1.00 per short ton on the entire cargo loaded, in addition to any/all other charges due from the vessel.</p> <p>Vessels requiring stowage procedures known, as bundling shall be assessed \$0.90 per short ton on the entire cargo loaded, in addition to any/all other charges due from the vessel. Vessels utilizing non-automatic hatch covers (i.e., pontoon, wire-pull, etc.) shall be assessed \$0.35 per short ton on the entire cargo loaded, in addition to any/all other charges due from the vessel.</p>																

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ITEM	SUBJECT	RULES AND REGULATIONS
18	Terminal Security Charge	<p>The charge assessed against the ocean vessel, its owners or operators while berthed at the terminal. A daily security charge of \$1,250.00 will be assessed to vessels berthed at LDC WASHINGTON LLC. This charge is intended to defray costs incurred by LDC WASHINGTON LLC in providing increased security while vessels are berthed at LDC WASHINGTON LLC, as required by U.S. Coast Guard regulations. LDC WASHINGTON LLC does not provide comprehensive security services, and is not responsible for losses suffered by vessels docked at LDC WASHINGTON LLC. Vessels berth at LDC WASHINGTON LLC at their own risk.</p> <p>All vessels, prior to occupying the LDC WASHINGTON LLC, shall advise LDC WASHINGTON LLC of the name of the Vessel's Security Officer. In addition, the vessel shall have an approved Vessel Security Plan, be in full compliance with ISPS Code MTSA 2002 and U.S. Coast Guard regulations 33 CFR parts 101 and 104 and any other international and local security laws and regulations which may be issued. The vessel shall follow instructions that may be given by the Facility Security Officer as circumstances may necessitate. Nothing herein notwithstanding shall be construed to alter the vessel's obligation and that of its owners and operators, to remain fully compliant with all international and local security laws and regulations. Vessels berthing at LDC WASHINGTON LLC which are found not fully compliant will be held responsible for all costs and consequences resulting from non-compliance.</p> <p>The Vessel Security Officer is to ensure that vessel officers, crew or any other personnel that are not granted permission to disembark by the concerned authorities shall remain on board at all times while at LDC WASHINGTON LLC.</p>
19	Delivery of Stores	<p>The delivery of ship stores and supplies is not permitted by way of the dock. All deliveries are to be made by launch. LDC WASHINGTON LLC reserves the right to forbid any deliveries in which, in its sole judgment, interferes with operations, or presents safety or environmental risks, or is restricted or prohibited by applicable laws.</p>

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**SUBSECTION B**                      **STEVEDORE REGULATIONS**

ITEM	SUBJECT	RULES AND REGULATIONS
1	Stevedoring	<p>The party responsible for engaging the stevedore shall ensure that stevedore exercises the utmost care in the performance of all operations in order to prevent injury to, or death of any person, or damages to or loss of property, whether of LDC WASHINGTON LLC, the stevedore, the vessel being stevedored, or of any other party, and to ensure that stevedore utilizes available equipment and takes all other necessary steps to minimize dust emissions during loading. The party responsible for engaging the stevedore shall be liable for injury to, or death of any person whomsoever, or damage to or loss of property of LDC WASHINGTON LLC, of the stevedore, of the vessel being stevedored, or of any other party incident to, arising out of, or connection with...</p> <ul style="list-style-type: none"> <li>a. Stevedore's presence and activities upon or about elevator's property;</li> <li>b. Stevedore's custody, possession, use, or operation of LDC WASHINGTON LLC 's equipment or stevedore's equipment;</li> <li>c. Stevedore's operations, acts, and failures to act. The party responsible for engaging the stevedore shall defend, protect, indemnify, and save harmless LDC WASHINGTON LLC from and against any and all suits, claims, damages, liabilities, losses, costs, expenses (including attorney's fees), fines and penalties for or in respect of the same, whether based on contract, warrant, negligence, strict liability or otherwise, except such as are caused by LDC WASHINGTON LLC 's sole negligence.</li> <li>d. The party responsible for engaging the stevedore shall immediately notify LDC WASHINGTON LLC orally regarding the occurrence of any injury, death, damage, or loss specified herein, and the party responsible for engaging the stevedore shall within twenty-four (24) hours of same, send LDC WASHINGTON LLC a written report of same, which report shall detail all pertinent facts of such injury, death, damage, or loss.</li> </ul>
2	Insurance Requirements Stevedore	<p>Care will be exercised by the stevedores in the performance of stevedoring operations so as to prevent injury to, or death of any person, and damage to, or destruction, or loss of property, whether of LDC WASHINGTON LLC, of the vessel being stevedored, or of third parties. Stevedores will reimburse, defend, indemnify, and save harmless LDC WASHINGTON LLC and its directors, officers, and employees from and against any suits, claims, damages, or liabilities, which LDC WASHINGTON LLC may receive or sustain arising out of stevedoring operations, whether based on negligence, warranty, or otherwise, including without limitation, any such caused while on LDC WASHINGTON LLC property, whether or not directly involved in stevedoring operations, for injury to or death of persons (including, without limitation, stevedore employees, those of the vessel being stevedores, or third persons.)</p> <p>Stevedores will provide to LDC WASHINGTON LLC prior to work commencing, policies of insurance protecting in part against such liability with limits of at least the following:</p> <ul style="list-style-type: none"> <li>a) Workmen's Compensation--as required by law including coverage as required by Federal Longshoremen's and Harbor Worker's Compensation Act;</li> <li>b)Employer's Liability coverage with limits of \$1,000,000;</li> <li>c)Auto Liability with combined single limits of \$1,000,000;</li> <li>d) Commercial General Liability coverage, with the watercraft exclusion deleted, and including contractual liability with \$1,000,000 limits of liability.</li> <li>e)Stevedore's Liability with limit of \$1,000,000 per occurrence;</li> <li>f) Excess Liability with a limit of \$2,000,000 per occurrence in excess of each of the above coverage's.</li> </ul>

ITEM	SUBJECT	RULES AND REGULATIONS
2	Insurance Requirements	Contractor agrees that his policies will be pri WASHINGTON LLC. or its insurance policie

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	<p>Stevedore (continued)</p>	<p>of subrogation against LDC WASHINGTON LLC. The above insurances will not be invalidated for LDC WASHINGTON LLC by an action, inaction or negligence of the insured. Such liability policy shall include broad form contractual liability coverage, and coverage for property in stevedore care, custody, or control. All such policies shall be written with companies licensed to do business in the State of Washington, and with the exception of Workers Compensation, will name LDC WASHINGTON LLC as an additional insured, with Certificates evidencing such coverage. Such policy shall so state that it will not be cancelled or modified without thirty (30) days prior written notice to LDC WASHINGTON LLC.</p>
<p>3</p>	<p>Pollution Control</p>	<p>Air pollution control laws require that vessel loading operations do not violate established clean air standards. The Laws necessary equipment, as approved by the Federal and State air pollution control agencies, to comply with established standards, will be furnished to the vessel's stevedore. The contract stevedore will be required to use this equipment, and to apply proper methods to insure compliance with clean air regulations during loading operations. LDC WASHINGTON LLC may monitor loading operations to determine that the equipment is being used efficiently and handled correctly. This equipment shall be rented to the vessel's stevedore contractor. Charge for the use of this equipment will be assessed to the stevedore contractor at a rate of sixty-five cents (65¢) per short ton of commodity loaded at Pier-86. Any fines levied for violation of air pollution control laws or regulations will be assessed against the vessel or the vessel's stevedore contractor.</p>
<p>4</p>	<p>Tug and Lines Service</p>	<p>All tug services used by vessels at the LDC WASHINGTON LLC elevator must be arranged through the tug service company identified by the facility as (the "Designated Tug Company"). The Designated Tug Company shall be used for all necessary tug assistance, including vessel docking, undocking, shifting while at berth, or while lying at the berth. The number and characteristics of the tugs used shall be at the discretion of the vessel and/or pilot. However, all vessels are required to make use of a sufficient number of tugs to safely accomplish the intended task, including, but not limited to, the use of reasonable care with regard to size of vessel, the current water conditions, and the current weather conditions. Vessel agents will be solely responsible for arranging for tug service from the Designated Tug Company. All tug services shall be at the vessel's expense. All vessels will be required to deposit with LDC WASHINGTON LLC funds sufficient to cover the use of the proper number of tugs (as determined by the facility based on the current conditions) for docking, undocking and any additional anticipated tug usage. Funds must be deposited upon filing of the Berth Application. LDC WASHINGTON LLC shall pay the Designated Tug Company on behalf of the vessel with the deposited funds, and shall return to the vessel agents any deposit in excess of the LDC WASHINGTON LLC tariff charges incurred by the vessel. Any other General Provision of the Designated Tug Company's published Tariff shall also apply to this tariff if applicable. Notwithstanding the requirements herein, LDC WASHINGTON LLC shall not be liable for any costs, expenses, damages or delays caused by the acts or omissions of the Designated Tug Company, the vessel or the vessel pilot.  Rates and conditions for tug services will be determined by the Designated Tug Company's published Pacific Northwest Schedule of Rates and Terms  Rates and conditions for lines service will be determined by the Designated Tug Company's published PNW Schedule of Rates and Terms</p>

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		A current copy of either of the Designated Tug Company's Schedule of Rates and Terms will be made available upon request.
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**SECTION III**                      **GENERAL TERMS AND CONDITIONS**

**SUBSECTION A**                      **CHARGES/PAYMENTS/INTEREST**

ITEM	SUBJECT	RULES AND REGULATIONS
1	Application of Rates	The rates, charges, rules, and regulations named in this tariff shall have application to the LDC WASHINGTON LLC Seattle, Washington. They shall apply to any grain on hand in said facility on the effective date of this tariff, or revisions, additions or supplements thereto, except that all charges accrued against said grain up to the effective date of this tariff shall be assessed at the rate of the previous tariff. Receipts are issued for a period not to exceed one year from date of issuance. Upon demand for issuance of a new receipt, surrender of the old receipt by the lawful holder thereof, at or before the expiration of the period specified herein, the warehouseman shall, in the absence of some lawful excuse, issue a new receipt for a further specified period not exceeding one year. Quotation of rates, charges, or conditions in this tariff are not to be interpreted as a guarantee that such operations can or will be performed at the facility, but only as the facility is equipped or prepared to perform such services.
2	Rates to Change	Rates for services involving labor are predicated upon straight time labor rates under ordinary labor and traffic conditions, and are subject to increase without notice, except as required by law.
3	Basis of Change	The provisions of this tariff apply only to bulk grain commodities as defined by the U. S. Department of Agriculture, Federal Grain Inspection Service, or its designated agencies. On grain unloaded in the elevator, the gross in-weight shall be used as the basis for the assessment of wharfage, elevation, smutting, cleaning, and charges.
4	Terms	Terms are cash with all charges and advances being due and payable as accrued LDC WASHINGTON LLC reserves the right to estimate and demand payment of all loading charges in advance. In case of delay or failure to make payment of charges or liquidated damages due to the elevator operator, or to a subsidiary or affiliated company, the elevator operator reserves the right to demand payment of charges in advance, or to require posting a bond to secure payment of charges and liquidated damages before a vessel will be permitted into berth, or before grain or any freight will be delivered to the vessel. Any claims against the elevator operator will not be allowed as an offset against outstanding invoices or accrued charges until such claims have been admitted by the elevator operator or legally established.
5	Prepayment	LDC WASHINGTON LLC reserves the right to require prepayment of any charges specified in this tariff.
6	Interest	Interest at a rate of two and one-half percent (2-1/2%) over the effective prime rate at the time of invoice will be charged after ten (10) days from date of invoice on all monies or invoices due the elevator operator, but not to exceed the maximum rate allowed in this state for obligations incurred under written contracts.

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**SUBSECTION B**

**OTHER TERMS/CONDITIONS**

ITEM	SUBJECT	RULES AND REGULATIONS
1	Demurrage, Delays, and Waiver of Charges	<p>LDC WASHINGTON LLC will use its best efforts, but does not undertake to and receive, unload, load, handle, or deliver grain within any particular time. Cars will be set in and unloaded in regular turn of arrival, except that, whenever in LDC WASHINGTON LLC's judgment it is deemed necessary, LDC WASHINGTON LLC may give preference to unloading such cars into the elevator that contain grain for which a vessel is first available without liability of any type to LDC WASHINGTON LLC.</p> <p>LDC WASHINGTON LLC, in furnishing the services of ordering, billing out, loading and unloading cars, and of handling grain to or from vessels, assumes no responsibility for any demurrage or other damages for delay on either cars or vessels. Delays in loading, delivery, or handling, arising from combination, riots or strikes of any persons in its employ or in the service of others, or arising from any other cause not reasonably within the control of LDC WASHINGTON LLC, shall not entitle owners, shippers, consignees or carriers to waiver of storage, or of any other expense or terminal charge that may be incurred.</p>
2	Advancing Transportation Charges	<p>Freight, switching, and demurrage charges may be advanced by LDC WASHINGTON LLC (if requested by the owner of the grain). These charges, subject to interest, are due and payable as they accrue, and will be subject to sight draft. Delivery of negotiable warehouse receipt being contingent upon payment of draft.</p>
3	Special Work or Handling	<p>The grain or vessel owner, or agent may request extra work be done at his expense, whenever conditions arise where, by special handling or work, an operation may be expedited or improved.</p> <p>This work shall be done at a price determined by LDC WASHINGTON LLC, and agreed upon by both parties prior to the work's execution, when not specifically itemized in this tariff.</p>
4	Remedies	<p>The elevator operator shall have all remedies available to him at law, in equity or under maritime law, to enforce the rules and regulations of this tariff, and to collect charges and liquidated damages due under this tariff, including but not limited to a maritime lien against the vessel for such charges or liquidated damages. In the event of any legal proceedings to enforce any provision of this tariff, or to recover any charges or liquidated damages due under this tariff, the elevator operator shall be entitled to recover its expenses incurred in such proceedings, including attorneys fees.</p>
5	Shippers and Complaints	<p>Requests and complaints from shippers on matters relating to rates, rules, and regulations contained in this tariff, must be made in writing to Manager, Louis Dreyfus Commodities, Kansas City Board of Trade, 4800 Main Street, Suite 600, Kansas City, MO 64112-2505</p>
6	Notice to the Public	<p>This tariff, published and filed by LDC WASHINGTON LLC, in accordance with legal requirements, is due notice to the public, to shippers, and to carriers, that the rates, rules, and regulations apply to all general traffic without specific notice, quotation to, or arrangement with shippers or carriers. LDC WASHINGTON LLC shall be the sole judge of its interpretation. The use of the facilities and services, as mentioned herein, shall constitute 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 be governed by all rules and regulations in this tariff.</p>

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