

Subject:	Dangerous Goods Charges	
Port(s):	Brisbane, Sydney, Melbourne and Fremantle	
Effective Date:	06 March 2023	
Industry Advisory:		Issue Date: 05 January 2023

Rates Schedule

Patrick Terminals

- Brisbane Autostrad
- Sydney Autostrad
- Melbourne
- Fremantle

1.0 Tariff Arrangements (ISO Containers of Dangerous Goods)

Acceptance and Handling of Dangerous Goods

Any cargo regarded as Dangerous Goods must comply with the Dangerous Goods protocol (including all documentation and labelling) as outlined in Patrick's Standard Terms and Conditions, which can be viewed on line at <u>www.patrick.com.au</u>. Customer failure to meet the protocol may result in additional charges.

Discharge and/or Load ISO Containers (DG Surcharge)

DG Surcharge for ISO Containers are covered by arrangements contained within individual Terminal Service Agreement and Service Level Agreements with consortia and independent shipping lines. The Charge will be to the Container Operator.

Transhipment ISO Containers

Unless covered by arrangements contained within individual Terminal Service Agreement and Service Level Agreements with consortia and independent shipping lines, a **surcharge of AUD 302.65 per container per calendar day or part thereof** will apply from the date the container is discharged into the ocean terminal stack until it is loaded from ocean terminal stack to the nominated arriving vessel. The Charge will be to the Container Operator.

If transhipment container(s) impact the ocean terminal volume threshold or exceed approved dwell times under local regulatory requirements, then any and all charges for the removal and subsequent return of the container(s) will be at the expense and risk of the Container Operator who will be required to organise such movements at the direction of the relevant Terminal.

Import Containers in Delivery Stack

- 1) Free storage period charge to Container Operator.
- 2) In excess of free storage period charge to Beneficial Cargo Interest; charge of AUD 302.65 per container per calendar day or part thereof.

If import container(s) impact the ocean terminal volume threshold or exceed approved dwell times under local regulatory requirements, then any and all charges for the removal and subsequent return of the container(s) will be at the expense and risk of the Container Operator who will be required to organise such movements at the direction of the relevant Terminal..

Export Containers in pre-Load Stack

- 1) Free storage period charge to Container Operator.
- 2) In excess of free storage period charge to the Beneficial Cargo Interest; charge of AUD 302.65 per container per calendar day or part thereof.

If export container(s) impact the ocean terminal volume threshold or exceed approved dwell times under local regulatory requirements, then any and all charges for the removal and subsequent return of the container(s)



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will be at the expense and risk of the Container Operator who will be required to organise such movements at the direction of the relevant Terminal..

Special Receival and Delivery Charge

If local regulatory requirements and/or terminal risk assessment of acceptable product threshold levels for Dangerous Goods result in an under hook receival or delivery of hazardous cargo, **a charge of AUD 667.90 per container will be applied to full or empty ISO containers or tanks**. This charge is payable by the Container Operator.

2.0 Miscellaneous Matters

Definition;

- 1) Customer means Vessel Operator, Container Operator, Beneficial Cargo Interest or any other party having an interest in the Goods.
- 2) Dangerous Goods (DG) means any goods to which the IMDG Code is expressed to apply, whether specifically listed in the IMDG Code or not.
- 3) IMDG Code means the International Maritime Dangerous Goods Code.

Scope of Service includes but is not limited to;

- 1) The provision of appropriate stacking areas with segregation as required by statutory or legislative requirement including but not limited to IMDG Code and Hazmat,
- 2) Daily monitoring to ensure that the container is not leaking or damaged in any way, at Sydney and Brisbane due to the mode of operation of the AutoStrad® Terminal monitoring is undertaken on a random basis when in yard stacking area,
- 3) Monitoring for placard compliance, at Sydney and Brisbane truck drivers are required to sign-off at time of receival that the container is placarded on all sides as per regulations,
- 4) Compliance with Port Corporation or State Legislative volume threshold and regulatory requirements/arrangements,
- 5) Infrastructure to ensure containment of any spillage and management of same,
- 6) Employees trained for Dangerous Goods awareness, and,
- 7) Initial response ahead of Hazmat, Port Corporation and other emergency services attendance.

The Vessel Operator responsible for the direction of the stowage, discharge and/or load (or planned load or discharge) of the Dangerous Goods aboard the vessel while at the Terminal will be liable for all costs associated with any Hazmat, Port Corporation, Environmental Protection and all other emergency services attending any spill or leakage and any additional terminal related expenses (both physical and administrative) resulting from a loss of containment connected with the Dangerous Goods.

Compliance and Terminal Safe Operating Procedures

The Customer is to ensure compliance with all Statutory and Port Corporation requirements and terminal safe operating procedures and protocols and security measures in relation to the handling and transit of hazardous cargoes through the Terminal.

The scope of services provided by Patrick does not limit or replace the obligations that the Customer has under the IMDG Code and the Australian Dangerous Goods Code.

3.0 Terms and Conditions

- 1) Tariff rates are exclusive of Goods and Services Tax which is payable in addition.
- All transactions are subject to Patrick's Standard Conditions of Contract which may be viewed online at the Patrick website at <u>www.patrick.com.au</u> Patrick's Standard Conditions of Contract exclude Patrick's liability in certain circumstances and include indemnities which benefit Patrick.
- 3) Credit Terms; for those charges which attract to Beneficial Cargo Interests as per particular port practice.
- 4) Tariff, Terms and Conditions are subject to change with notice in accordance with Patrick's Standard Conditions of Contract.