

**PORT OF LONGVIEW
LONGVIEW, WASHINGTON 98632
Foreign Trade Zone 120**

**RULES AND REGULATIONS
RATES AND CHARGES**

Applicable to Foreign Trade Zone 120

Location:

Port of Longview

Longview, Washington 98632

**Operating Under the Authority of the Government of the United States
to the Cowlitz Economic Development Council as Grantee**

1/1/2009

PORT OF LONGVIEW
Operator of Foreign Trade Zone 120
Located within the boundaries of the
Port of Longview, Longview, WA 98632

RULES AND REGULATIONS

GENERAL RULES AND REGULATIONS

Except as otherwise provided in this tariff, all general rules, regulations, terminal rates and charges published in Port of Longview Terminal Tariff #8, supplements or revisions thereto or reissues thereof, will apply.

APPLICATION OF RATES

Rates, rules, and regulations published in this tariff will apply at Foreign Trade Zone 120 located within the boundaries of the Port of Longview, Longview, Washington. Except as otherwise provided in individual terms, this tariff is to be applied to cargo or merchandise specifically destined into Foreign Trade Zone 120 and subject as such to storage charges as provided for in this tariff.

The use of the Zone shall be deemed complete acceptance of this tariff and the terms and conditions named herein.

COLLECTION OF CHARGES

Except as otherwise provided in individual items, charges are payable in advance and will be assessed against the amount of cargo in storage at the beginning of each calendar month.

CHARGES, WHEN PAYABLE

Charges are due and payable as they accrue. The Port of Longview may require the payment of charges accrued against the merchandise before withdrawal of such cargo.

ZONE REGULATIONS

General rules and regulations in this section governing procedure within Foreign Trade Zone 120 are issued in conformity with and supplementary to the Foreign Trade Zone Board's regulations and such of the United States laws and regulations relating to ports of entry as are applicable to Foreign Trade Zone operations.

HOURS OF BUSINESS

Business to be transacted within the Zone is confined to the hours of 8:00 a.m. to 12:00 p.m., 1:00 p.m. to 4:30 p.m., Mondays through Friday, federal, state and port holidays excepted. The Zone is available to users by appointment only. If use of the Zone at other times is permitted, the overtime provisions will apply.

ADMITTANCE TO THE ZONE

Anyone desiring admittance to the Zone shall make a request at the Port of Longview administrative office or an area designated by the Port of Longview as a Zone office. A check-in/check-out log is provided and must be filled out prior to entering and upon leaving the Zone.

WEIGHTS AND MEASUREMENTS

Where rates are named by weight or measurement they will be computed on the gross weight or the dimensions as freighted.

Rates and charges on a cubic measurement basis shall be assessed on the gross or overall measurement of individual pieces or packages. Cubic measurement shall be the product of the three dimensions measured at the largest part in each dimension, fractions in each dimension shall be rounded off.

INSURANCE

The Port shall not be responsible for insuring merchandise in the Zone.

LIABILITY OF OTHERS

If and when companies other than the Port as operator are permitted to perform services at the Zone, they shall be held responsible for loss, damage, or theft by themselves or persons in their employ and liable for the injury of person in their employ, except to the extent that any such injury results from negligent acts or omissions of the operator, its employees, or agents.

In the event of injury or damage to equipment or persons, user agrees to present to the Port of Longview, as operator, an inspection and examination of the damaged equipment, all those persons employed by user with knowledge of the injury or damage, and all reports made by, on behalf of, or in the possession of user respecting the injury or damage. Failure to provide the operator, at the operator's request, timely access to equipment, information, or employees, shall constitute an admission by user that it is at fault.

PERISHABLE GOODS

Perishable goods, or goods which are susceptible to damage through temperature changes or other causes incidental to general storage, are accepted in general storage only at user's risk for such damages as might result from general storage conditions.

PUBLIC INTEREST, HEALTH, OR SAFETY

No operation or process or treatment will be permitted in the zone, that, in the sole judgment of the Port of Longview (as operator) is detrimental to the public interest, health, or safety.

RESPONSIBILITY FOR LOSS, DAMAGE, AND DELAY OF MERCHANDISE

(1) RESPONSIBILITY

The Port of Longview, as operator, will not be responsible for any loss, damage, or delay of merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.

Further, the Port, as operator, shall not be liable for any loss, damage or delay of merchandise, or any other injury which results from animals, insects, rodents or vermin; nor from decay, deterioration, evaporation, shrinkage or loss of quantity, quality, or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike, labor slowdowns or labor stoppage whether or not agents or the employees of the terminals be involved; nor from delay caused by shortage of qualified labor.

In performing the services of receiving and delivery, the Port, as operator, will accept no responsibility for concealed damage nor for the condition of contents of containers, whether or not receipts issued so state.

User or renter, including but not limited to equipment, shall indemnify and save harmless the Port from and against all liability, losses, claims, demands, and suits for damages, including death and personal injury, and including costs of suits and attorneys' fees, incident to or resulting from its operations at the Port.

(2) RESPONSIBILITY AS WAREHOUSEMAN

Liability for loss, damage or delay to merchandise in the care, custody, or control of the Foreign Trade Zone 120 shall be that of a warehouseman only.

(3) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE

Calculation or adjustment of claims against the Foreign Trade Zone 120, located within the Port of Longview boundaries, shall be based upon actual cost of merchandise involved plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment.

REMOVAL OF TRASH AND GARBAGE

Manufacturers of merchandise within the zone shall not be allowed to accumulate trash or garbage which, in the opinion of the operator, constitutes a health or fire menace. The zone will, with or without notice to user, arrange removal of such trash or garbage, and shall assess the account of the cargo or merchandise originating such trash or garbage all costs of cleaning and removal.

WAREHOUSE RECEIVE

The zone will provide a signed CF214 on zone status merchandise stored under FTZ supervision and control.

ZONE ACCOMMODATIONS

A US Customs approved CF214 and invoice must be filed with the zone prior to the arrival of merchandise. A copy of inbound bill of lading must be provided prior to or at time of cargo arrival. The application should describe the merchandise fully, both as to type, quantity, value and weight, and should be accompanied by an invoice, information on any manipulations that are contemplated, and any special storage requirements.

CHECKING, SPECIAL

Where special physical warehouse checking of inventory is requested, the charge will be as provided in Items 710 and 715, Port of Longview Terminal Tariff #8.

DELIVERY REQUIREMENTS

No goods shall be delivered or transferred except upon receipt by the Zone of complete instructions properly signed by user or attorney-in-fact.

When goods are ordered out, a reasonable time shall be given the Zone to carry out instructions. If the goods are not delivered out prior to the expiring storage date due to causes beyond the Zone control, the goods will be subject to charges for another storage month.

REMOVAL OF MERCHANDISE, RIGHT OF

Except where other procedures are provided in this tariff, the Zone may, upon written notice to user and to any other person known by the Zone to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the person to be notified. On perishable or hazardous goods, only such notice as is reasonable or possible under the circumstances is required.

STORAGE HANDLING

For Zone merchandise stored within the jurisdictional boundaries of the ILWU, all labor will be performed by the ILWU. Users or authorized representatives will handle the merchandise in and out of the Zone outside the jurisdictional boundaries of the ILWU, unless Port warehousemen are requested. Charges for the use of Port warehousemen will be provided in Items 710 and 715, Port of Longview Terminal Tariff #8.

STORAGE RATES, EXPIRATION AND TRANSFERS

All charges for storage are on a month-to-month basis unless otherwise provided. Charges for any goods shall begin upon the receipt of the first unit of said goods, and shall continue and include the storage month during which the last unit is delivered. Charges shall be made on the basis of the maximum number of units in storage during that month. Instructions to transfer goods on the books of the Zone are not effective until such instructions are delivered to and accepted by the Zone, and all charges up to the time transfer is made are chargeable to user. If a transfer involves rehandling the goods a charge will be assessed pursuant of Items 710 and 715, Port of Longview Terminal Tariff #8. The Zone reserves the right to move, at its own expense of transfer, any goods in storage from any location in the Zone where they may be stored to any other location in the Zone.

TRANSFER OF OWNERSHIP OF GOODS

When merchandise is transferred on the books from one party to another, the original user's contract is closed and a new storage date will commence from the time of transfer. If repiling of the merchandise is required, a charge will be assessed pursuant to Items 710 and 715, Port of Longview Terminal Tariff #8.

MATERIAL COSTS

Any material purchased by the Zone Operator at the request of the user will be charged at cost plus fifteen percent (15%).

ELECTRICITY

The Port of Longview, as Zone Operator, will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Operator shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service.

TENDER FOR STORAGE AND MANIPULATION

All goods for storage shall be presented at the Zone properly marked and packed for handling. User shall furnish prior to such delivery an invoice or packing list showing quantity, marks, brands, sizes, and value of merchandise. User must indicate breakdown required and the class of storage desired; otherwise the goods will be stored in bulk or assorted lots in general storage at

the direction of the Zone and will be charged for accordingly.

The Zone undertakes to store and deliver goods only in the packages in which received by the Zone, unless the merchandise has been manipulated, repacked, or remarked. When manipulation has been completed, user shall furnish information to the Zone giving the new marks, brands, quantities, and sizes, and delivery shall be made in accordance therewith.

APPLICATION OF STORAGE RATES

Commodities not specified herein by name will be rated as "Cargo, NOS", and not by analogous application. The minimum storage or paper transfer charge per entry shall be \$25.00 per month.

RECONDITIONING PACKAGES

Charges for repacking, cooping, overhauling, repairing, strapping, or otherwise reconditioning packages on storage in Zone will be made in accordance with Items 710 and 715, Port of Longview Terminal Tariff #8.

CHARGES, ENFORCEMENT OF

For purpose of enforcing the payment of charges named in this tariff on merchandise handled, stored, or manipulated on the Zone facilities, the Zone may take possession of such merchandise, and may remove and store same at the charge, risk, and expense of the owner or consignee thereof and/or may sell the goods by public auction, and/or pursue such other remedies as may be provided by law.

The Zone reserves the right to withhold delivery of merchandise on which charges are unpaid.

COMPLIANCE WITH LAWS

User shall comply with all applicable federal, state and local laws and regulations.

COMPLIANCE WITH THE INTERMODAL SAFE CONTAINER ACT

When weighing of cargo for shipment is required to meet compliance with the Intermodal Safe Container Act the charge will be made in accordance with Item 840, Port of Longview Terminal Tariff #8.

LABOR RATES SUBJECT TO CHANGE

The rates named in this tariff are based on ordinary traffic and labor conditions. If and when these conditions change because of labor contracts, strikes, slowdowns, congestion, or other causes not reasonable within the control of the Zone Operator which results in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the man hour basis. If services are performed when payment of overtime is necessary, the

difference between straight time and overtime wages paid labor, **plus 20%**, will be assessed against the party or parties requesting the service.

LABOR RATES

Rates used for receiving and handling of cargo shall be assessed using the Port of Longview Terminal Tariff #8. Rates for specific commodities which are not listed in the Port of Longview Terminal Tariff #8 will be quoted upon request.

EQUIPMENT RENTAL

If special equipment is moved from other locations to the Foreign Trade Zone 120, rental will apply while equipment is being transferred in addition to the charges for labor involved in the move. All equipment rental is subject to applicable state sales/use tax. Rates used for equipment rental shall be assessed using Item 705, Port of Longview Terminal Tariff #8.

- (1) Subject to one-half (1/2) hour minimum if equipment is used. Actual usage will be rounded up to the next half hour increment.
- (2) If equipment is not on site, rental will commence upon initial use of equipment.