



ESTABLISHED 1858

# JONES STEVEDORING COMPANY

SERVING AMERICA'S WEST COAST

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## **Jones Stevedoring Company Standard Terms and Conditions**

By directing Jones Stevedoring Company (hereinafter called Stevedoring Company) to commence with cargo handling operations or related work, Customer agrees to and accepts all terms and conditions stated herein and as stated in any Rate Indication or quotation. These terms and conditions together with any Rate Indication jointly constitute the "Agreement" between the parties.

1. Customer or its agents shall give the Stevedoring Company reasonable notice of the time they wish to begin so that the Stevedoring Company may be ready and on hand to start work promptly.
2. If payment terms are not specified in advance then in order to secure labor, Jones Stevedoring Company requires that payment in full, in lawful money of the United States, posts to its bank account before 10:00 am on the day before this operation is to commence. Payment received after that time may delay the operation by one or more days.
3. If payment is not required in advance, then payment is due 30 days from the date that services were provided.
4. The rates and charges to be paid by the Customer to the Stevedoring Company as remuneration for their services shall be according to the Schedules of Rates on the Rate Indication hereto annexed and made a part of this Agreement.
5. Stevedoring Company shall furnish winch drivers and the usual appliances for stevedoring work. Customer shall furnish winches, steam, falls, light and the usual deck appliances whenever and wherever necessary. When a vessel's gear is to be used wholly or in part for the performance of Customer's requested work, the Officers of such vessel must exercise utmost care to see that such gear is in proper condition and suitable for the work to be undertaken. All gear provided by the vessel shall be fully certified for the intended use, and the Stevedoring Company is not liable for any loss, damage, or injury that results from any failure of the Customer supplied gear.
6. Stevedoring Company (when requested) shall supply labor and equipment to weld attachments, or cut attachments, or grind attachments. Labor supplied are not certified welders or skilled shipyard workers. Stevedore shall not be liable for any damage of any kind (including punctures, coating damages, delay of vessel for repair, etc) to hatches, tank tops, or any other deck surface where hot work is performed. Stevedore makes no warranties or guarantees regarding the strength of any attachments welded for the purposes of securing cargo. Customer

or Customer's surveyor is responsible for inspecting the welded attachments and approving the strength of those fittings and welds.

7. It is understood and agreed that in the execution of the work under this contract, the provisions of any labor agreement existing between the longshoremen and/or other labor group and the Pacific Maritime Association (hereinafter called "PMA") including any successor organization governing (or in the absence of such labor agreement, any regulations or current practices of the port applicable to) longshore work performed in the ports in Oregon and Washington, must be observed

8. In the event of any change in the custom of a port concerning wages, PMA man-hour or tonnage assessments, or working conditions of longshoremen resulting in an increase or decrease in cost to the Stevedoring Company, then as and from the effective date of such change a proportionate increase or decrease in stevedoring rates specified with Customer, is to be granted to or by the Stevedoring Company. In the event of any such increase or decrease, the affected rates will be promptly adjusted.

9. In the event of strikes, lockouts, union disputes, or other labor disturbances, the Stevedoring Company will be under no obligation to undertake performance of contracted services. No liability shall attach to the Stevedoring Company if the terms of the agreement cannot be performed due to acts of God; riots, civil or labor disturbances, war, restraints of government, fire explosion, or other acts beyond its control.

10. The Stevedoring Company agrees to be responsible for that portion of loss or damage to cargo, subject to subparagraph B below, or damage to vessels caused by the negligence of the Stevedoring Company or its employees or agents, provided that written notice is given at the time of the occurrence or within a reasonable time thereafter. In the event that loss or damage is caused by the negligence of the Stevedoring Company and fault of one or more other parties, the Stevedoring Company shall be responsible only for that portion of the loss or damage attributable to it by law.

10.1 The Customer undertakes and warrants that any bill of lading or other contract of carriage for cargo to be handled by Stevedoring Company will contain an express provision ("Himalaya Clause") stating that Stevedoring Company is to be deemed a servant of the carrier and as such to be entitled to rely on all of the rights, immunities, limitations and defenses available to the carrier or Customer under such bill of lading or other contract of carriage including, without limitation, those provided in the U.S. Carriage of Goods by Sea Act. This express provision and entitlement will extend to cover all services provided by Stevedoring Company, including any services provided after discharge of the cargo. The 1-year period of limitation in the U.S. Carriage of Goods by Sea Act shall apply to any damage or indemnity claim against the Stevedoring Company by or on behalf of the Customer. If the Customer fails to comply with this subparagraph 9.1, the Customer shall indemnify the Stevedoring Company for any amount it pays to settle or satisfy a claim against it for loss or damage to cargo which is in excess of the amount of loss or damage for which the Stevedoring Company would have been liable if the Customer's bill of lading complied with the requirements of this subparagraph 9.1.

10.2 Stevedoring Company shall not, in any event, be or become liable for any loss or damage to goods in an amount exceeding the per package amount set forth in the Carriage of Goods at Sea Act, 46 U.S.C. Section 1304 (5), of \$500 (US) per package) or in case of goods not shipped in packages, the per customary freight unit amount set forth in the Carriage of Goods at Sea Act, 46 U.S.C. Section 1304 (5), unless the party receiving the stevedoring services, prior to the commencement of such services, declares a higher value to Stevedoring Company, and requests the Stevedoring Company to purchase insurance, and pays to Stevedoring Company a premium computed at 1% of the declared value of each package in addition to the other charges for such services as herein set forth. Note that communicating the value of the package without requesting the Stevedore company to purchase insurance, and without paying the 1% premium, does not invoke this clause. The declaration of a higher value by the party receiving Stevedoring Company services shall be only prima facie evidence of the true value of the cargo. In the event the actual value of the cargo is greater than the declared value, the liability of Stevedoring Company shall not exceed the declared value. In the event the actual value of the cargo is less than or equal to the declared value of the cargo, the liability of Stevedoring Company shall not exceed the actual value. In no event shall Stevedoring Company be liable for any damage unless the damage results solely from the failure of Stevedoring Company to exercise due and proper care in performing the services contracted. For the purpose of this limitation, an intermodal shipping container will be considered a package and the contents therein will not be considered separate packages.

10.3 Notwithstanding any other provision of this Agreement, Stevedoring Company will not under any circumstances be liable to Customer, vessel owner/operator or cargo owner or any other party for any indirect, consequential or special damages of any type or nature whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss or use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

11. Stevedoring Company, as an independent contractor, shall provide its labor Federal and State Compensation coverage as required by law as well as carry Property Damage and Public Liability insurance to cover accidents caused by the negligence of the Stevedoring Company or its employees. Insurance carried and provided by Stevedoring Company shall include:

11.1 Worker's Compensation Insurance for the protection of its employees under State and Federal laws.

11.2 Public Liability Insurance as protection against injury to or death of any person or persons arising out of negligence of the Stevedoring Company under this agreement.

11.3 Property Damage Insurance as protection against loss or injury to property arising out of negligence of the Stevedoring Company under this agreement.

12. The Stevedoring Company shall furnish the Customer with evidence of such insurance if requested.

13. Customer warrants that the vessel will furnish its equipment in good working order and abide by the provisions of the Pacific Maritime Association's Pacific Coast Marine Safety Code and the U.S. Government safety regulations as administered by the Occupational Safety and Health Administration. Customer further warrants that vessel will provide for Stevedore's inspection, prior to commencement of cargo operations, valid cargo gear certificates and registers pursuant to the requirements of the U.S. Government, including, if applicable, Public Law 85-742 (33 U.S.C.A. 941), and any amendments or substitutions thereto. Any idle labor time or fines incurred by the Stevedoring Company through no fault of its part, as a result of failure to provide such certificates and registers, improper documents, or as a result of any violation of such Federal or State Safety regulations and/or PMA Safety Code Regulations due to condition existing on board vessels shall be for the account of the Customer. Customer agrees that Stevedoring Company is not required to and is unable to work a vessel that does not meet and abide by these provisions.

14. Whenever any work is done at any port or ports where the supply of required labor is inadequate, charges for travel time, transportation, and subsistence, if any incurred, as per Union Agreements to be paid by the Customer. When the vessel works in stream or where it is necessary to transport men by launch, transportation costs to be paid by the Customer.

15. If the condition of cargo, packages, vessel, stowage or pier is in other than customary good order, vessel is other than described by Customer or in the Rate Indication, or vessel design elements interfere with the normal stevedoring operations, or labor shortages/difficulties occur, delaying prompt handling, then, at Stevedoring Company's discretion, the previously agreed rates with Customer shall not apply and work shall be performed on extra labor basis, i.e. labor and equipment charges reimbursement plus a contractor's management fee.

16. When handling cargo damaged by fire, water, oil, etc., and where such damage causes distress or obnoxious conditions, or in all cases where longshore labor is called upon to handle cargo under distress conditions, Stevedoring Company charges are to be subject to special arrangements to be mutually agreed upon for each job.

17. Stevedoring Company specifically reserves the right to claim and enforce a maritime lien against vessels served under this contract for all services rendered to such vessels, plus all applicable Port Tariff charges for which the Stevedoring Company may be held ultimately responsible.

18. General.

18.1 These terms and conditions apply to all Stevedoring Company services unless conspicuously provided otherwise on the face of the relevant Rate Indication or in another written document signed by an authorized representative of Stevedoring Company. Stevedoring Company expressly rejects any inconsistent Customer terms and conditions.

18.2 The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

18.3 **Entire Agreement; Governing Law and Venue.** This Agreement (including the Service Rates) contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any prior agreement, understanding and memorandum of understanding, whether written or oral. All amendments and modifications to this Agreement shall be in writing and signed by the parties. This Agreement shall be governed by and interpreted under the general maritime laws of the United States and, to the extent not inconsistent therewith, the laws of the State of Oregon. The parties consent to the exclusive jurisdiction of the state and federal courts located in the State of Oregon. (updated December 16, 2022)