



P.O. Box 287, Waterford, VA 20197 | 757-244-5754

## **SCHEDULE OF RATES, TERMS AND CONDITIONS**

(Effective January 01, 2026)

### **TERMS OF USE.**

ALL RATES, TERMS AND CONDITIONS IN THIS SCHEDULE OF RATES, TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE. UNLESS A VESSEL IS SUBJECT TO A FULLY EXECUTED LAYBERTH AGREEMENT WITH TALTON, ALL SERVICES REQUESTED BY OR ON BEHALF OF A VESSEL ARE PROVIDED BY TALTON SUBJECT TO ALL THE RATES, TERMS AND CONDITIONS SET FORTH IN THE SCHEDULE OF RATES, TERMS AND CONDITIONS POSTED ON TALTON'S WEBSITE. TALTON REJECTS INCORPORATION BY REFERENCE OF OTHER PARTIES' ONLINE TERMS AND CONDITIONS. IF A VESSEL IS SUBJECT TO A WRITTEN LAYBERTH AGREEMENT WITH TALTON, THE RATES, TERMS AND CONDITIONS SET FORTH IN THE APPLICABLE SCHEDULE OF RATES, TERMS AND CONDITIONS SHALL APPLY WHERE THE WRITTEN LAYBERTH AGREEMENT IS SILENT. IN THE EVENT OF A DISPUTE, BREACH OR TERMINATION OF A LAYBERTH AGREEMENT, ALL SERVICES PERFORMED BY TALTON, INCLUSIVE OF LAYBERTH AND GUARD SERVICES, WILL BE SUBJECT TO ALL THE RATES, TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE OF RATES, TERMS AND CONDITIONS. EXCEPT AS PROVIDED HEREIN, NO TERM OR CONDITION OF THIS SCHEDULE OF RATES, TERMS AND CONDITIONS MAY BE DELETED, AMENDED OR DISCOUNTED UNLESS AGREED TO IN A WRITING SIGNED BY AN OFFICER OF TALTON AND BY OWNER. THIS SCHEDULE OF RATES, TERMS AND CONDITIONS CAN BE MODIFIED OR AMENDED FROM TIME TO TIME. IT IS THE OWNER/OPERATORS AND USERS RESPONSIBILITY TO CHECK FOR UPDATES AND TO BE AWARE OF CURRENT RATES, TERMS AND CONDITIONS. NO VERBAL AGREEMENTS, EMAILS, VOICEMAILS OR TEXTS SHALL SUPERSEDE OR OTHERWISE NEGATE THESE RATES, TERMS AND CONDITIONS. THE RATES, TERMS AND CONDITIONS IN THE SCHEDULE OF RATES, TERMS AND CONDITIONS CURRENTLY IN EFFECT IS PUBLISHED ON TALTON'S WEBSITE AT [WWW.TALTONMARINE.COM](http://WWW.TALTONMARINE.COM) AND IS ALSO AVAILABLE UPON REQUEST.

Layberth contract extensions are based on berth availability and authorization from Talton Marine Terminals. If a vessel requires an extension beyond its current standard layberth contract term, it is the vessel owner's responsibility to make a written request to Talton Marine

## **TALTON MARINE TERMINAL**

### **Schedule of Rates, Terms and Conditions (Continued)**

Terminals for that extension a minimum of thirty (30) days prior to the expiration of their current contract term. Failure to give the required, timely written request with the intent to stay beyond the current contract term will automatically obligate the vessel to a subsequent thirty-day term at Talton Marine Terminals' option.

In the event that a Vessel overstays its shipyard contract term, without a prior written agreement to extend, signed by both the vessel owner/representative and Talton Marine Terminals, the layberth rate will increase, at Talton Marine Terminals' option, to seventy-five thousand dollars (\$75,000.00) per day. That layberth rate will be applied to each day of the aforementioned automatic thirty-day obligated term, regardless of each partial or full day the vessel remains in the layberth location.

The vessel owner is required to pay all outstanding bills in full prior to the Vessel's departure at the end of its contract term unless a written agreement to extend has been signed by both the vessel owner/representative and Talton Marine Terminals. No verbal commitments nor verbal authorizations of any kind are acceptable.

#### **DEFINITIONS.**

**"Talton":** Talton Marine Terminal, LLC and its successors providing the relevant Services from time to time.

**"Talton Marine Terminals":** refers to all terminal facilities owned or managed by Talton Marine Terminals as well as its owners, directors, managers, employees, agents, and insurers.

**"Terminal":** means the facilities, piers, warehouses, parking areas, buildings, and any tangible property, real or personal, owned or managed by Talton Marine Terminals and it includes the waters immediately adjacent to such piers and berthed vessels.

**"Layberth":** means a pier-side or rafted mooring position no longer than 1,200 feet and no wider than 106 feet. Wider vessels, those vessels wider than 106 feet, will constitute two (2) layberths and the Owner/Operator will be responsible to pay for two complete layberths, \$31,240.00 per day, regardless of the Vessel's total width over 106 feet.

**"Shipyard or Special Project Layberth":** means any use of a Layberth for activities other than a basic mooring, such as a ship being layberthed and performing repairs or modifications.

**"Owner":** Collectively, the owner, charterer, operator and manager of the Vessel receiving the Services from Talton.

**"Affiliate":** An affiliate of, or person affiliated with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

## **TALTON MARINE TERMINAL**

### **Schedule of Rates, Terms and Conditions (Continued)**

**“User”:** means the person or entity (including the Vessel in rem) and any agents, operating company, ship manager or employees of the person or entity that utilizes or enters upon the property of Talton Marine Terminals for any reason. Users include, without limitation, owners or operators of ships moored at the terminal, Vessel’s moored at the terminal in rem, and all persons or entities that enter upon terminal property or waters adjacent to berths and berthed Vessels, such as service providers, owners, operators of ships, operating companies, ship managers, agents and contractors. Users include Vessel crews, longshoremen, contractors, line handlers, and any other person on Terminal property with or without permission (including trespassers).

**“Vessel”:** Shall mean any ship, barge, tug, yacht, or other floating structure that receives the relevant Services.

**“Services”:** The Services provided by Talton.

**“Straight Time”:** The period between 0800 and 1600 local time on business weekdays.

**“Overtime”:** The period before 0800 and after 1600 local time on weekdays and anytime on Saturdays, Sundays and Holidays.

### **Rates and Payment Terms.**

#### **Layberth:**

Unless otherwise specifically agreed in writing by Talton Marine Terminals, all Users and Owner/Operators agree to the following rates:

Standard Layberth rate is \$15,620.00 per day per layberth.

Shipyard Layberth and Special Project Layberth, \$35,000.00 per ship per day.

Barge and Tug layberth rate is \$12.50 per linear foot per day, rounded up to the nearest dollar.

No Vessel shall be moored at the Terminal without written approval. Should a vessel be moored without written approval, the minimum charge shall be \$2,000,000.00 per vessel per day. In addition to that minimum charge, the vessel will be subject to all other rates, terms and conditions of this Schedule of Rates, Terms and Conditions.

**All Layberth (Standard Layberth, Shipyard Layberth, Special Project Layberth as well as Barge and Tug Layberth) is fully earned and payable based on 30-day minimum intervals. There is no pro-rata billing.**

#### **Guard Service:**

Unarmed and armed guard service is priced upon request based on location and going rates. However, unless prior arrangements are made (i.e. long-term layberth contract or purchase

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**Schedule of Rates, Terms and Conditions (Continued)**

order) the Guard Service rate of \$1,480.00 per ship per day and per guard shall apply.

**Water Service:**

The minimum charge for water is \$500.00 per day per Vessel. No water may be offloaded from the water system unless User has received prior written approval and a water meter has been directly attached to the water system. Request for water shall be made to Talton Marine Terminals in writing. Once approved, Talton Marine Terminals will install a water meter. In the event User or Vessel Owner/Operator fails to obtain prior written approval, the minimum charge for water is \$3,500.00 per day per Vessel. In addition to the minimum charges, the User shall pay \$0.20 per US gallon over and above minimum charges.

**Trash Removal:**

\$3,750 per 20 – 30 yard container, non-regulated waste within weight limit

\$3,750 per 40 yard container, non-regulated waste within weight limit

\$920 per 3.5 – 6 yard garbage dumpster, non-regulated waste serviced once per week

Regulated Waste Removal is charged based on total weight and duration of rental. REGULATED WASTE MUST REMAIN ON THE VESSEL UNTIL PRIOR WRITTEN APPROVAL HAS BEEN RECEIVED BY OWNER/OPERATOR FROM TALTON MARINE TERMINALS. The minimum charge for Regulated Waste Removal is \$6,000.00 plus any cost for container to remove the Regulated Waste. If Regulated Waste has been removed from the Vessel and/or brought onto or through the Terminal property prior to written approval the minimum charge is \$15,000 per incident. The \$15,000 minimum charge would be assessed even if the Regulated Waste has been moved in a vehicle.

**Shorepower:**

Respool or Unspool Shorepower Cables, \$30,000.00

Connect Shorepower Cables, \$18,750.00 per vessel per event, with up to 6 cables

Disconnect Shorepower Cables, \$18,750.00 per vessel per event, with up to 6 cables

Configure Shorepower Cables, preposition cables, connect leads of the shorepower cables to the breakers of the breaker enclosure, test integrity and phasing of the cables, flat fee, \$34,000.00. This work would include any fabrication of the cables from the breaker enclosure to the point they will be lifted onboard the ship inclusive of terminations (wrought copper lugs). If new shorepower cable is required, it will be billed at cost plus 35%. This fee also includes up to thirty (30) wrought copper lugs, if required. Wrought copper lugs are our standard termination however, should Camlocks be utilized they will be billed at cost plus 35% less the cost of the lugs. This fee includes the cost of the crane, forklift, spooler, termination equipment, integrity test equipment and other necessary equipment to complete the task. Again this is a flat fee and Owner/Operator recognized the typical configuration does not usually require all of the material or equipment listed above.

Electrical service call, regular time \$2,575.00

Electrical service call, overtime rate \$3,725.00

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Electrical service call to repair one (1) conductor (shorepower cable and/or shorepower pigtail) including installation of two (2) new lugs and weatherproofing splice kit, allowance of 3 hours for the task, regular time \$2,600.00.

Electrical Consumption Rate is priced based on location and going rates from the primary utility vendor. Unless prior arrangements are made (i.e. long-term layberth contract or purchase order) the Electrical Consumption Rate of \$0.25 per kilowatt-hour shall apply.

**Line Handling:**

Owners acknowledge that Talton shall not be liable for line handling requests or requirements, and Owners shall hold Talton harmless for providing line handling services.

Line handling to moor or unmoor ship, allowance of 3 hours, regular time \$3,575.00

Line handling to moor or unmoor ship, allowance of 3 hours, overtime rate \$5,425.00

Supply riding crew to moor ship, allowance of 3 hours for the task, regular time \$6,450.00

Supply riding crew to moor ship, allowance of 3 hours for the task, overtime rate \$8,850.00

Line Boat to moor/unmoor ship or assist with lifeboat testing, allowance 3 hours, regular time \$5,500.00

Line Boat to moor/unmoor ship or assist with lifeboat testing, allowance 3 hours, overtime rate \$7,620.00

**Fenders:**

Install Yokohama Fenders (*pier-side, no crane or line boat required*), \$3,000.00

Install or remove (*up to 3*) Yokohama Fenders, pier-side utilizing a crane, \$9,000.00

**Booms:**

Waterborne containment boom daily rental rate, \$3.25 per linear foot per day deployed

Deploy/remove waterborne containment boom using shore crew and line boat, regular time \$5,500.00

Deploy/remove waterborne containment boom using shore crew and line boat, overtime rate \$7,620.00

**Bollard Installation:**

The price for installation of additional 150-ton and 100-ton bollards is \$81,333 for 150-ton bollards or \$76,264 for 100-ton bollards. (These prices are based on the 2007 approved prices when our Pier 14 location was upgraded to its USCG Guard Approved Heavy Weather Hurricane Mooring.) A 10-20% discount will be applied for any installation that is done in conjunction with a long-term layberth contract.

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### **Schedule of Rates, Terms and Conditions (Continued)**

#### **Gangway Scaffolding:**

The rental rate for a gangway scaffolding stair tower is based on vessel dimensions and the requested requirements.

#### **Containers:**

One 20 or 40-foot container per vessel. The name of the ship must be clearly and permanently affixed to the container in letters that are ten inches (10") or larger. Prior to the container being placed on terminal property, written permission must be granted and logged by Talton. No hazardous material, of any kind, can be placed in these containers. The Facility Security Plan requires that the container be locked at all times. The monthly storage rate for each vessel container is \$4,250 unless otherwise arranged by purchase order or long-term contract. Should that respective vessel depart, the terminal reserves the right to charge \$6,150 per month for each container or piece of equipment stored at the terminal following their departure. Should a container be left or remain on the terminal for more than 30 days without a contract or purchase order, it shall be considered abandoned property and Talton Marine Terminals shall dispose of the container and its contents as it sees fit without any further notice required from Talton Marine Terminals.

#### **Storage & Material Removal:**

The cost of the removal of overburdened ship debris shall be divided among all ships present (or recently departed), at the time of its removal. Ship personnel are to follow the general rules of cleanliness and organization when offloading debris. Unlike trash and non-garbage debris, DRMO must be kept onboard the ship. Vessels are prohibited from placing it on Talton Marine Terminal property.

All debris, equipment and waste present on the pier and adjacent areas, whether generated by the vessel or its subcontractors, is the responsibility of the vessel. Failure to adequately maintain and remove debris, equipment and waste from the pier and adjacent areas by the vessel will result in clean up fees. Those clean up fees will be invoiced to the vessel and must be paid in full.

All equipment storage is priced upon request. Equipment storage without written approval shall be billed at \$2,500.00 per piece of equipment.

All general storage (covered and uncovered) is priced at \$2.50 per square foot per day, unless prior arrangements are made (i.e. long-term contract or purchase order).

All HAZMAT storage and disposal is priced upon request based on items, quantity and class.

- No Hazardous waste, liquids or materials may be stored on the facility without prior written approval from Talton Marine Terminal. All deliveries of qualifying materials must be loaded directly onto the vessel upon arrival.
- Unless prior arrangements are made in writing (i.e. long-term contract or purchase order), a standard markup of 100% on all subcontracted HAZMAT disposal will apply along with a minimum \$20,000 charge for each occurrence.

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#### **Crane Services & Special Projects:**

All Shipyard, Special Project and Crane Services are priced upon request. No crane of any size shall be permitted on the facility without prior written approval from Talton. This shall include cranes supplied to or owned by a subcontractor. Any crane that gains unauthorized

access to the Terminals or conducts unauthorized activities at the Terminals without the expressed written permission from Talton constitutes a breach of security and a violation of our terminal policies. In that event, the crane operator will be subject to a charge of two-hundred and fifty thousand dollars (\$250,000) per occurrence.

#### **Trespass & Unauthorized Activity on Premises:**

All individuals and organizations who gain unauthorized access to the Terminals or conduct unauthorized activities at the Terminals without the expressed written permission from Talton constitute a breach of security and are subject to a charge of two-hundred and fifty thousand dollars (\$250,000.00) per day.

ALL RATES CONTAINED IN THIS SCHEDULE ARE CALCULATED BASED ON STRAIGHT TIME. SERVICES PERFORMED OUTSIDE STRAIGHT TIME HOURS ARE SUBJECT TO OVERTIME AND/OR HOLIDAY CHARGES AS WELL AS ANY ADDITIONAL SURCHARGES OR OTHER CHARGES SET FORTH HEREIN. RATES ARE IN U.S. DOLLARS, BASED ON THE HIGHEST REGISTERED LENGTH AND WIDTH AS PUBLISHED IN THE THEN CURRENT EDITION OF "LLOYD'S REGISTER OF SHIPS" AT THE TIME SERVICES ARE PROVIDED. SHOULD THE VESSEL TYPE NOT HAVE AN ASSIGNED LENGTH AND WIDTH, RATES WILL BE PROVIDED AT TALTON'S OPTION.

**OVERTIME:** Any Services provided during Overtime hours shall be charged an additional rate above the standard rate, prorated to the nearest half (1/2) hour with a minimum charge of one (1) hour. When Services are performed during an Overtime period, before 0800 and after 1600, and are not completed until after termination of the Overtime period, the Vessel shall continue to be charged at the Overtime rate. When Services are provided during the regular period and are not completed until after the Overtime period has commenced, the Vessel shall be charged the additional Overtime rate.

**SATURDAY, SUNDAYS AND HOLIDAYS:** When Services are provided on a Saturday, Sunday, or Holiday, an additional rate shall be charged above the standard rates in this Schedule.

**HOLIDAY, SATURDAY and SUNDAY SURCHARGE:** Services performed on a Holiday, a Saturday or a Sunday shall be charged the applicable rate plus Holiday surcharge.

**NOTIFICATION:** Vessel shall request services a minimum of forty-eight (48) hours in advance of the requested start.

**CANCELLED ORDERS:** All orders must be cancelled no later than four (4) hours prior to the dispatch of personnel to avoid charges and fees. When an order is cancelled after personnel have been dispatched to the location ordered, the full rate for that service will be charged, plus any detention incurred. There will be no charge if the orders are cancelled at least four (4) hours prior to the ordered time. Cancellation rates are subject to Overtime, Saturday, Sunday and Holiday rates, as applicable.

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**FORCE MAJEURE:** Talton Interests shall not be responsible or liable for any expense, loss, damage or claim of whatsoever nature caused by or resulting from delays, failures, acts or omissions hereunder in the performance of Services due to strikes, lockouts, labor disturbances, workforce unavailability, riots, fire, earthquakes, storm, lightning, epidemics, government-

imposed measures responding to the outbreak of a communicable and/or infectious disease, epidemics, pandemics, war, disorders, acts of God, acts of the public enemy, acts of government or public authority, terrorists, port congestion, shortage of personnel, mechanical breakdowns, priorities in service, or any other cause of whatsoever nature beyond the Parties' reasonable control.

Should the occurrence of a Force Majeure event (or other similar emergency that is beyond Talton's control) cause a material increase in Talton's operating costs; Talton may issue a notice of an emergency surcharge. The emergency surcharge shall be in effect for all Services provided after the date of such notice until Talton issues a subsequent notice discontinuing such emergency surcharge. The emergency surcharge shall be reasonably calculated to compensate Talton for such increase in operating costs. If Owner or those acting on behalf of the Vessel object to an emergency surcharge, any Contract will be suspended with respect to such Owner and such Vessel for the period during which the emergency surcharge is in effect, and that Contract shall resume upon the discontinuance of the emergency surcharge.

**LIMITATION OF LIABILITY:** The furnishing of any Services or anything done in connection therewith, shall not be construed to be or to give rise to a personal contract, and Talton Interests shall have the benefit of all exemptions from, and limitations of, liability to which an owner of a vessel is entitled under the Limitation of Liability Statutes of the United States.

With respect to Vessels that are not owned by the person or company ordering the Services, it is understood and agreed that such person or company warrants that it has authority to bind the Vessel Owner to all the provisions of this Contract, and agrees to indemnify and hold Talton Interests harmless from all damages and expenses, expressed or implied, that may be sustained or incurred in the event and in consequence of such person or company not having such authority.

TALTON WARRANTS THE EXERCISE OF REASONABLE CARE IN THE PERFORMANCE OF SERVICES BUT DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF WORKMANLIKE SERVICE.

Unless entitled to immunity or to defenses to, exemptions from, and/or limitations of liability provided herein or under any applicable law, rule or regulation that would reduce their liability to an amount less than that hereinafter set forth, Talton Interests shall be liable, only to the extent of their negligence, which negligence shall not be assumed but shall be proven affirmatively, for claims, demands, causes of action, liabilities and costs (including any and all third-party claims) arising out of or in connection with any occurrence or series of occurrences related to the provision of Services requested by Owner, up to a maximum aggregate amount of fifty thousand dollars (U.S.\$50,000.00). Owner understands and agrees that Services provided hereunder are rendered at all times under the supervision and command of Owner's servants, including the Master of the Vessel, none of whose actions or inactions may be imputed to the Talton Interests. Owner further understands and agrees that the rates charged by or on behalf of Talton for Services are predicated upon the limitations of liability and the indemnities set forth herein. Should Owner desire that Talton Interests retain liability in excess of fifty thousand dollars (U.S.

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\$50,000.00) it will notify Talton in writing, whereupon Talton will quote rates for Services hereunder predicated on the requested higher liability limits. Any such quote must be accepted by Owner in writing at least twenty-four (24) hours prior to commencement of Services to the Vessel being assisted, failing which the rates and liability limitations otherwise provided herein shall apply. Nothing stated herein shall be construed to waive or limit the right of Talton Interests

to assert any defenses to liability available to them or to avail themselves of any rights of limitation or exemption from liability under any applicable law, rule or regulation.

Owner and any Vessel assume all risk of and shall defend and indemnify Talton Interests from and against, any and all loss and damage sustained by the Owner, the Vessel, their Agents, Employees and Subcontractors, while at or on any premises owned or leased by Talton. Notwithstanding anything to the contrary in this Contract or elsewhere, the rates charged are also predicated on the fact that Talton Interests shall have no liability for any consequential, punitive, exemplary or special damages of any kind howsoever arising.

Owner agrees to indemnify, defend and hold Talton Interests harmless from and against any and all claims, demands, causes of action, liabilities and costs (including attorney's fees, penalties, fines and third-party claims of whatever nature) in excess of the applicable limitation amounts set forth above that are attributable to the acts or omissions, whether or not negligent, of Talton Interests, or any of them, or to condition of any Facility and which arise out of or in connection with any occurrence or series of occurrences related to the provision of Services pursuant to this Contract. The Parties intend for this indemnity to apply in all instances including, without limitation, allisions, collisions, personal injury, fire, explosion, grounding, oil spills, HAZMAT spills and third-party claims. Owner warrants that Owner possesses sufficient and adequate insurance, including Vessel hull and machinery, P&I, cargo and pollution coverage to comply with all applicable laws and to respond for any losses arising out of or connected in any way with the Services requested, with all rights of subrogation for losses under said insurances waived as to Talton Interests, and with Talton Interests entitled to all benefits under said insurances of a named assured or joint member, as applicable.

Nothing herein shall preclude Talton Interests from recovering from any responsible party for any damages sustained by any Talton Facility or Talton personnel (employees, agents and subcontractors), providing Services hereunder.

**TAXES:** Any transportation, use, sales or any similar federal, state or local taxes or fees levied with respect to the provision of Services hereunder shall be paid by Owner.

**CONTRACT TERMINATION:** If at any time during the term hereof, Talton reasonably concludes that the solvency or financial condition of Owner is threatened it may, in its sole discretion, cancel any Contract, such cancellation to take effect immediately upon receipt by Owner of email or other written notification thereof. If, subsequent to cancellation, Owner provides to Talton evidence concerning its ability to meet their current and future financial obligations, Talton may, in its sole discretion, elect to reinstate a Contract effective upon receipt by Owner of email or other written notification thereof.

**PAYMENT TERMS:** All invoices issued by Talton for Services are due in full 30 days (Net 30 days) from User's receipt of the invoice. In the event that full payment is not made when due, Talton shall be entitled to recover all costs of collection including reasonable attorney's fees and court costs, and 1.5% compounding interest per month on all outstanding balances. Payments received by or on behalf of Owner shall be applied as follows: FIRST to satisfy all fees, costs

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(including attorney's fees) and interest due and owing on any invoice issued to Owner. Notwithstanding anything contained herein, in providing Services to the Vessel, Talton is relying upon the credit of the Vessel, and maintains its right to assert a lien against said Vessel for any amounts due for Services rendered, including those referenced above.

**SEVERABILITY & ENFORCEABILITY:** In case any provision in any Contract or this Schedule of Rates, Terms and Conditions shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

#### **Claims and Disputes.**

Any person that is authorized to be on Terminal property that is injured on Terminal property shall immediately notify Talton Marine Terminals in writing (which may include email or text) of the incident within one (1) hour so that the incident or accident can be promptly investigated. This notice is not required if Talton Marine Terminals becomes aware of the incident immediately by other means. If the person is unable to give notice because of injury, then the person shall give notice as soon as practicable, but no later than six (6) hours following the event.

Any lawsuit or arbitration claim made by any person that is authorized to be on Terminal property and that is injured on Terminal property must be commenced within one year of the date of injury. If the suit or arbitration is not commenced within one year of the date of injury, then the claim(s) is(are) waived and barred with prejudice. If the person is deceased as a result of his injury at the Terminal (or on a Vessel) then his/her estate must file any suit or arbitration within one year of the date of the injury or fatal accident and if not commenced within that time, the estate's claim is waived and barred with prejudice. This time-for-suit provision applies to claims, whether presented in a lawsuit or arbitration, against Talton Marine Terminals or any other person or entity allegedly responsible in any degree for the injury or death.

Any person that is authorized to be on Terminal property that is injured on Vessels located at the Terminal waives all rights to make claims, whether presented in a lawsuit or arbitration, against Talton or its employees, agents, or representatives in any degree for damages, injury or death sustained while on the Vessel.

Any person who trespasses to gain unauthorized access to the Terminal or conducts unauthorized activities at the Terminal without the expressed written permission from Talton waives all rights to make claims, whether presented in a lawsuit or arbitration, against Talton or its employees, agents, or representatives in any degree for damages, injury or death.

All disputes between a User and Talton Marine Terminals shall be referred to arbitration before the Society of Maritime Arbitrators, to be held in Norfolk Virginia (unless otherwise agreed by the parties). If the matter involves claims exceeding \$250,000, then three arbitrators shall be chosen in accordance with the Rules of the Association. If the amount in controversy is less than \$250,000, then one arbitrator shall preside. ALL USERS WAIVE THEIR RIGHT TO A TRIAL BY JURY AND CONSENT TO ARBITRATION BEFORE THE SOCIETY OF MARITIME ARBITRATORS IN ACCORDANCE WITH THIS SECTION. THIS WAIVER INCLUDES CLAIMS FOR PERSONAL INJURY, DEATH, BREACH OF CONTRACT OR ANY OTHER LEGAL OR EQUITABLE CLAIM.

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In any suit or arbitration relating to or involving the formation, enforceability, or interpretation of a written contract between a User and Talton Marine Terminals or this Schedule of Rates, Terms and Conditions, Talton Marine Terminals shall be entitled to recover from the User its attorney fees, arbitration and court fees and any other litigation costs if Talton Marine Terminals

substantially prevails in the litigation. In any suit filed by Talton Marine Terminals for payment of invoices or to foreclose a maritime lien on any Vessel, the User defendant in such suit shall pay all of Talton Marine Terminals' attorney fees and litigation costs. In any personal injury or death action commenced by an User against Talton Marine Terminals, the plaintiff in such action shall pay Talton Marine Terminals' attorney fees and litigation costs if the plaintiff is awarded nothing or less than an amount stated in an offer of judgment served by Talton Marine Terminals upon the plaintiff prior to the hearing or trial.