



# LME WAREHOUSE DELIVERY OUT PROCEDURES AND RATES

## For the United States of America

### A) GENERAL

1. These LME Warehouse Delivery Out Procedures and Rates (the “Procedures”) set out the general process, effective as of 1 April 2019, in respect to Access World’s scheduling system for allocation of loading slots for delivery out of material which is the subject of a cancelled LME warrant. Applicable rates, along with effective dates, for ease of reference, are also set forth as part of these Procedures. These Procedures may be amended from time to time and amendments are published on our website [www.accessworld.com](http://www.accessworld.com).
2. These Procedures have been drawn up in accordance with LME requirements and are applicable, in addition to any specifically agreed terms with Customer, for cancelled LME warrants at Access World’s approved LME warehouses. All services provided by Access World are subject to Access World’s Standard Terms and Conditions, a copy of which is available upon request or can be found on our website at [www.accessworld.com](http://www.accessworld.com).
3. Customer must arrange full payment of FOT charges and LME Rent accrued for the cancelled warrants to Access World’s designated bank account, without deduction and/or set off, and provide all shipping instructions, prior to sending Access World a written request for delivery out of cancelled warrants. LME Rent will continue to accumulate up to and including the date of material collection from LME warehouse and will be invoiced separately.
4. Once all formalities permitting delivery (including customs clearance, payment of applicable LME Rent and delivery out charges, provision of shipping instructions, etc) have been completed, Access World will process a request for delivery slots on the basis of 48 operational hours notice (two full business days). Available appointments shall be endeavored to start, unless subject to any applicable LME Queue requirements, thereafter, unless specifically agreed between the material owner and Access World. Loading slots shall be allocated strictly on a first come first served basis, unless otherwise agreed by the Warrant holders seeking cancellation.
5. The FOT charge and LME Rent refer to a collection on the basis of customs uncleared, duty unpaid and shall be invoiced for:
  - a. LME Rent: Basis standard LME lot weight for the applicable material
  - b. FOT charge: Basis actual gross weight of material delivered out
6. In the event Customer requests rent, cost and charges to be invoiced in a currency other than the published currency(ies) the conversion shall be effected at the applicable exchange rate prevailing on the day of conversion, subject to Customer’s chosen currency being acceptable to AccessWorld.
7. Customer must inform Access World of the collection method being used and provide information on shipping instructions/collection arrangements, including required documentation such as, but not limited to, (proforma) invoice, packing list and shipping/delivery instructions, etc., specifying Access World’s Warehouse Reference Number, commodity and quantity details.

8. Customs and/or VAT formalities must be completed prior to any material being delivered out from our LME warehouse(s). Customer must ensure that all formalities and paperwork are completed and presented to Access World along with receipt of import duties (where applicable) by latest 48 working hours prior to collection of material if the Customer nominates their own customs broker.
9. In the event bank releases or holding certification/warehouse receipt releases are required for collection of material, Customer must ensure that the final or unconditional release (including effective date) are provided to Access World by latest 48 working hours prior to collection of material.
10. Working days are Monday to Friday, excluding weekends, local Public Holidays and days of port closures. Access World will provide notice to Customer of applicable holidays and of any Force Majeure situation which may affect loading schedules resulting in suspension of operations until the Force Majeure situation has been rectified and/or alternative arrangements are implemented.
11. Failure to provide any required information and/or documentation in time for the allocated loading slot(s), and/or providing information or documentation which cannot be verified, and/or late and/or no arrival of truck(s), may result in the cancellation of the collection and rescheduling to the next available loading slot(s) at published rate. In addition, should an allocated loading slot be missed through no fault of Access World then all outstanding rental charges will be due and payable up until the rescheduled loading slot date and any rental charges under the LME Queue Based Rent Capping (QBRC) rules which may apply will be reset as of the date of the missed loading slot.
12. Access World is not responsible for any delays and/or consequential damages and/or charges for missed and rescheduled loading slots.

## **B) DELIVERY OUT METHODS**

### **1. Delivery out by truck**

In addition to any specifically requested information, Access World must receive by latest 13.00 hours of the working day prior to the collection day (loading slot) the following information:

- a. Transportation company
- b. Truck / Trailer number
- c. Driver's full name
- d. Drivers License Number
- e. Standard weight load (SWL) of truck(s)

Certain Access World facilities may be situated within a port area, thus requiring that drivers hold a Transportation Workers Identification Card (TWIC) to access the location. The Party arranging for the transportation must ensure that the driver has a TWIC. Should the driver not hold a TWIC, an escort may be arranged with Access World for a fee established by Access World, payable by the Customer.

Access World will only accept (a) flatbed trucks/trailers (none with metal floors) and/or trucks with curtains suitable for side loading via fork lift trucks or, (b) fully enclosed van trailers (none with metal floors). Trucks which arrive outside the allocated loading slot are not guaranteed to be loaded and may have to re-apply for a new loading slot. Late arrivals will however be accommodated on the same day if loading schedule permit.

Truck drivers must sign in at the main gate or warehouse office for identification according to the above requested information. Truck drivers will be directed to the relevant warehouse for collection of material where the loading process shall be managed in sequential order of arrival until all scheduled vehicles are

completed. Truck drivers must sign and date the Bill of Lading at the warehouse after loading is completed and are responsible for the blocking, bracing, securing and lashing of the material, and must, at all times, strictly adhere to all applicable safety rules.

## **2. Delivery out by container**

In addition to any specifically requested information, Access World must receive by latest 13.00 hours of the working day prior to delivery of any containers the following information:

- a. Transportation company
- b. Truck / Trailer number
- c. Driver's full name
- d. Drivers License Number
- e. Container number
- f. Seal number (if applicable)
- g. Booking number (if applicable)

Access World will advise Customer the completion of container loading/sealing. Access World will only accept appropriate container(s) (e.g. suitable type/payload and undamaged).

If a separate handling unit is required for retrieval of a full container than dropped an empty container (i.e. containers are not live loaded), the same delivery information above (a-g) must be provided by latest 13.00 hours of the working day prior to retrieving the container is permitted.

Certain Access World facilities may be situated within a port area, thus requiring that drivers hold a Transportation Workers Identification Card (TWIC) to access the location. The Party arranging for the transportation must ensure that the driver has a TWIC. Should the driver not hold a TWIC, an escort may be arranged with Access World for a fee established by Access World, payable by the Customer.

Truck drivers must sign in at the main gate or warehouse office for identification in accordance with the above requested information. Truck drivers will be directed to the relevant warehouse for delivery/collection of container where the unloading/loading process shall be managed in sequential order of arrival until all scheduled vehicles are completed. Truck drivers must sign and date the Bill of Lading at the warehouse when picking up the laden container and must, at all times, strictly adhere to all applicable safety rules.

## **3. Delivery out by breakbulk vessel and/or barge**

Access World must receive the vessel/barge nomination for loading at LME warehouse's approved and nominated loading berth(s) for acceptance by, latest, 10 (ten) working days prior to proposed laycan. The nominated Agent must give notice to Access World and update E.T.A. of the vessel 72/48/24 hours before arrival for berthing.

## **4. Delivery out by rail**

In addition to any specifically requested information, Access World must receive by latest 3 (three) working days prior to loading date of the railcar(s) the following information:

- a. Railway company
- b. Railcar numbers + specifications/payloads
- c. Special securing instructions

d. Loading instructions per railcar

Customer must place the empty railcar(s) on the terminal latest 1 (one) working day prior to loading date, which needs to be liaised with Access World.

Access World will advise the Customer the completion of loaded/sealed wagons. Access World will only accept to load appropriate railcar(s) (e.g. suitable type/payload and undamaged). Railway personnel must at all times strictly adhere to all applicable safety rules.

**C) GENERAL OPENING AND OPERATING HOURS**

1. Warehouse opening hours (local time) and last driver check-in

<u>Location</u>	<u>From</u>	<u>To</u>	<u>Last Driver Check-In</u>
Baltimore	08:00	12:00	16:00
	13:00	17:00	
Chicago	08:00	12:00	15:30
	13:00	17:00	
Detroit	08:00	12:00	16:00
	13:00	17:00	
Los Angeles	08:00	12:00	16:00
	13:00	17:00	
New Orleans	07:30	12:00	15:00
	13:00	16:00	
Owensboro	08:00	12:00	16:00
	13:00	17:00	

**D) RATES AND CHARGES**

1. LME Storage Rent per Metric Ton

Rates as published on the LME website

<https://www.lme.com/-/media/Files/Warehousing/Rent-and-FOT/2019/LME-warehouse-rents-1-April-2019-to-31-March-2020.xls?la=en-GB> and amended from time to time.

2. FOT Delivery Out Charges per Metric Ton

FOT Rates as published on the LME website <https://www.lme.com/-/media/Files/Warehousing/Rent-and-FOT/2019/LME-FoT-Rates-1-April-2019-to-31-March-2020.xls?la=en-GB>

and amended from time to time.

FOT: covers loading from in LME warehouse on to truck provided by Customer to LME warehouse, excluding documentation, blocking, bracing, lashing, securing, dunnage.

3. To the extent applicable, unless otherwise agreed, the following rates and charges will apply (Effective 01 April 2019 – Expiry 31 March 2020). Rates and charges for services not listed to be separately agreed:

Location	Currency	Free Alongside	Free in Container	Free on Rail
Baltimore	USD	Upon request	52.00	54.00
Chicago	USD	Upon request	51.00	53.00
Detroit	USD	Upon request	50.00	52.00
Los Angeles	USD	Upon request	55.00	Upon request
New Orleans	USD	Upon request	55.00	60.50
Owensboro	USD	Upon request	49.00	52.00

a. Free Alongside: Cost of transferring metal from in LME warehouse up to unloaded from truck at quayside of LME warehouse's approved and Access World's nominated loading berth, excluding documentation.

b. Free in container: Loading from in LME warehouse up to in container, excluding documentation, blocking and bracing, lashing, securing, dunnage; excluding, container 'loading off, loading on' from/to trailer, if applicable. The cost of transportation of such container to and from warehouse's nominated facility are for the metal owner's account.

c. Free on Rail: Loading from in LME warehouse onto railcar(s) excluding documentation, blocking, bracing, lashing, securing and dunnage if applicable as per outlays.

d. Access World is not obligated to agree to re-warrant metal, but to the extent that Access World does allow re-warranting of metal then the below charges will apply. (Additional charges, subject to agreement between Access World and the material owner, may apply if material requires re-lotting due to shipment activity)

- USD 9.00 pmt

e. Rescheduling per unit (A Unit is an individual transportation unit which is requested to be re-scheduled (i.e. a truck, a railcar, a container, etc.)). Cost and charges for any other delivery, services and/or documentation shall be invoiced by Access World separately at rates to be agreed or on a 'at-cost-basis'. Additionally, rescheduling with change of mode of transport may result in additional charges at rates to be agreed.

- USD 200.00 per unit per missed appointment on day of shipment
- USD 75.00 per until if rescheduling request received by 14:00 business day prior to scheduled shipment

f. Miscellaneous

- Blocking and Bracing (truck) = USD 8.50 pmt
- Blocking and Bracing (rail) = USD 10.00 pmt
- Blocking and Bracing (container) = USD 10.00 pmt
- Re-strapping = USD 7.50 per band
- Double Stacking and banding (rail or container) = USD 20.00 per piece (bundle/sow/tbar/etc)
- Release Transfer = USD100.00 each
- Packing List = USD 75.00 each
- Color Marking = USD 4.00 per piece (bundle/sow/tbar/etc)
- Warehouse Receipt or Holding Certificate = USD 100.00 each
- Bill of Lading reprint = USD 75.00 each
- Order change fee = USD 5.00 pmt



In addition Access World may impose additional charges to the extent any Warrant holder would have otherwise benefited via reduced rent under Queue Based Rent Capping (QBRC). In particular the Warrant holder will be responsible for payment of outstanding rental charges on the basis that there was no possibility of being charged reduced or zero rent on any given day up until the re-warranting date.

**The above procedures are subject to LME rules and regulations as amended from time to time.**