



F.lli BARTOLI S.r.l



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LME WAREHOUSE DELIVERY OUT PROCEDURES AND RATES

A) GENERAL

1. These LME Warehouse Delivery Out Procedures and Rates (the “Procedures”) set out the general process effective as of 1 April 2018 in respect to Fratelli Bartoli’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 published on our website.

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 Fratelli Bartoli’s approved LME warehouses. All services provided by Fratelli Bartoli are subject to Fratelli Bartoli’s Standard Terms and Conditions, a copy of which is available upon request.

3. Customer must arrange full payment of FOT charges and LME Rent accrued for the cancelled warrants to Fratelli Bartoli’s designated bank account without deduction and/or set off and provide all shipping instructions prior to sending Fratelli Bartoli 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, and provision of shipping instructions) have been completed, Fratelli Bartoli will process a request for delivery on the basis of 48 hours’ notice. 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 Fratelli Bartoli.

7. Customer must inform Fratelli Bartoli of the collection method being used and provide in time 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 Fratelli Bartoli’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 warehouses. Customer must ensure that all formalities and paperwork are completed and presented

to Fratelli Bartoli along with receipt of import duties (where applicable) by latest 48 working hours prior to collection of material if Customer nominates their own customs broker.

9. In the event bank releases are required for collection of material, Customer must ensure that the final or unconditional release (including effective date) are provided to Fratelli Bartoli by latest 48 working hours prior to collection of material.

10. Working days are Monday to Friday, excluding Saturday, Sunday, local Public Holidays and days of port closures. Fratelli Bartoli will provide notice to Customer 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 Fratelli Bartoli 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. Fratelli Bartoli is not responsible for any delays and/or consequential damages and/or charges for missed and rescheduled loading slots.

B) DELIVERY OUT METHODS

13. Delivery out by truck

In addition to any specifically requested information, Fratelli Bartoli 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 plate number
- c. Driver's full name
- d. Driver ID
- e. Standard weight load (SWL) of truck(s)

Fratelli Bartoli will only accept flatbed trucks/trailers (none with metal floors) and/or trucks with curtains suitable for side loading via fork lift trucks. 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 the Delivery Order 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.

14. Delivery out by container

In addition to any specifically requested information, Fratelli Bartoli 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 plate number
- c. Driver's full name
- d. Driver ID
- e. Container number
- f. Container seal number

Fratelli Bartoli will advise customer the completion of container loading/sealing. Fratelli Bartoli will only accept appropriate container(s) (e.g. suitable type/payload and, undamaged).

In addition to any specifically requested information, Fratelli Bartoli must be advised by latest 13.00 hours of the working day prior to the collection of any loaded container of the following information:

- a. Transportation company
- b. Truck / Trailer plate number
- c. Driver's full name
- d. Driver ID

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 the Delivery Order at the warehouse when picking up the laden container and must at all times strictly adhere to all applicable safety rules.

15. Delivery out by breakbulk vessel and/or barge

Fratelli Bartoli 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 Fratelli Bartoli and update E.T.A. of the vessel 72/48/24 hours before arrival for berthing.

C) GENERAL OPENING AND OPERATING HOURS

Morning

Slot 1 from 08.10 hrs to 10.00 Last truck 09.30

Slot 2 from 10.00 hrs to 12.00 Last truck 12.00

Afternoon

Slot 1 from 14.00 hrs to 15.30 Last truck 15.00

Slot 2 from 15.30 hrs to 17.40 Last truck 17.00

D) RATES AND CHARGES

17. LME Storage Rent per Metric Ton

Rates as published on the LME website

<http://www.lme.com/Trading/Warehousing/Warehousing-charges#tabIndex=0>

and amended from time to time.

18. FOT Delivery Out Charges per Metric Ton

FOT Rates as published on the LME website

<http://www.lme.com/Trading/Warehousing/Warehousing-charges#tabIndex=0>

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.

19. Other Delivery Out Charges per Metric Ton (Effective 01 April 2018 – Expiry 31 March 2019)

Location	Currency	Free Alongside	Free in Container
Livorno	EUR	34.00	38.

The above delivery out charges cover the following:

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

b. Free in container: Loading from in LME warehouse up to in container, excluding documentation, blocking, 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

20. Procedures Specific to Metal Re-warranting and Applicable Charges for Metal Re-warranting and Slot Re-scheduling (Effective 01 April 2018 – Expiry 31 March 2019)

Fratelli Bartoli is not obligated to agree to re-warrant metal but to the extent that Fratelli Bartoli does allow re-warranting of metal then the below charges will apply.

In addition Fratelli Bartoli 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.

Aluminium Alloy	USD 8 per ton	USD 4 per ton
AAlloyAlloy		
Copper	USD 4 per ton	
Lead	USD 4 per ton	
NASAAC	USD 4 per ton	
Primary Aluminium	USD 4 per ton	
Zinc	USD 4 per ton	
Nickel	USD 5 per ton	
Tin	USD 5 per ton	
Cobalt	USD 5 per ton	
RMC	USD 5 per ton	

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 F.lli Bartoli separately at rates to be agreed or on a "at cost basis".