

PART I - GENERAL PROVISIONS

1 DEFINED TERMS & INTERPRETATION

1.1 In these Conditions, the following defined terms have the meaning given to them:

- 1.1.1 **Affiliate:** means, with respect to a legal entity, any person or entity Controlling, Controlled by, or under common Control with that legal entity.
- 1.1.2 **Agent:** means a representative appointed by the Customer to act on the Customer's behalf in liaising with the Terminal Operator in connection with the Services provided under these Conditions.
- 1.1.3 **Berth:** means a berth at the Terminal where the Vessel will operate side port and Containers simultaneously, allocated by the Terminal Operator from time to time for the occupation of any Customer Vessel or Partner Line Vessel for providing the Services.
- 1.1.4 **Berth Window:** means, with respect to any call of a Customer Vessel at the Terminal, the time period from the scheduled arrival time of the Customer Vessel until the scheduled departure time of the Customer Vessel, as agreed with the Customer.
- 1.1.5 **Conditions:** means these general supply conditions of the Terminal Operator.
- 1.1.6 **Consortium Partner Line:** means a shipping line which, at the time of allocation of a Container slot to it or by it, is party to a consortium agreement with the Customer or any other agreement or arrangement with the Customer for the sharing and optimisation of Vessel capacity with respect to such Container.
- 1.1.7 **Container:** means any freight container designed or used for the carriage of goods and equipped with corner castings for handling by mechanical equipment and complying with all relevant prevailing ISO standards.
- 1.1.8 **Control:** means, in relation to a company, where a person (or persons acting in concert) acquires, agrees to acquire or has a right to acquire, directly or indirectly, by equity ownership, contract or otherwise: (i) control over the affairs of that company; or (ii) more than 50% of the total voting rights conferred by all the issued shares in the capital of that company which are ordinarily exercisable in general meeting; and/or (iii) the right or ability to appoint the majority of directors on the board of directors or similar governing body of that person; and **Controlling** and **Controlled** will be construed accordingly.
- 1.1.9 **Customer:** means the party which orders or receives one of the goods or Services referred to in Clause 2.1.
- 1.1.10 **Customer Container:** a Container loaded or discharged at the Terminal (i) carried on a Customer Vessel (other than a Container carried on a Customer Vessel in a slot allocated to a Partner Line); or (ii) carried on a Partner Line Vessel on a slot allocated to the Customer.
- 1.1.11 **Customer Vessel:** means a Vessel (deepsea or feeder), suitable for carrying Containers, owned or chartered and also operated by or managed on behalf of the Customer (or an Affiliate of the Customer).
- 1.1.12 **Dangerous Goods:** has the meaning given to this term in article 1 of the European Agreement concerning the International Carriage of Dangerous Goods by Road and all relevant provisions implementing this treaty into local law.
- 1.1.13 **General Cargo:** means any general cargo on pallet(s), skid(s) in reels or bales or any other general cargo, but not limited in to this description, to be shipped on the customer's sideport vessel on or under deck.
- 1.1.14 **Cargo:** means all or any part of any property of any kind whatsoever, whether inside a Container or not, brought into the Container Terminal by the Customer or for the Customer for the purposes of this Agreement.
- 1.1.15 **Non-spreadable Container:** (i) a Container which due to its dimensions cannot be handled either by means of a normal automatic spreader nor by means of an overheight frame but only by means of chains, or (ii) a Container with overwidth which cannot be transported on the Terminal by a prime mover or a rubber tyre gantry.
- 1.1.16 **Non-standard Container:** means a Container that is either a Non-spreadable Container or an OOG Container.

1.1.17 OOG Container or Out-Of-Gauge Container: means a Container (other than a Non-spreadable Container): (i) with overheight which cannot be handled by means of a normal automatic spreader but only by means of an overheight frame with a maximum overheight of 1.10 meters; and/or (ii) with overwidth; and/or (iii) with overlength (i.e. a length other than 20', 40' or 45').

The Terminal Operator will only handle an OOG Container if it has accepted the OOG Container for transport and carriage.

1.1.18 Partner Line: means a Consortium Partner Line or a Slot Partner Line.

1.1.19 Partner Line Vessel: means a vessel (deepsea or feeder), suitable for carrying Containers, owned or chartered and also operated by or managed on behalf of a Partner Line (or an Affiliate of a Partner Line).

1.1.20 Services: those Terminal services as set out in Part III of these Conditions, or any other services provided by the Terminal Operator.

1.1.21 Slot Partner Line: means a shipping line which, at the time of allocation of a Container slot to it or by it, is party to a slot charter agreement with the Customer (i.e. an agreement pursuant to which such line charters slots on a Customer Vessel or vice versa).

1.1.22 Standard Container: means a Container other than a Non-standard Container.

1.1.23 Terminal means the terminal operated by the Terminal Operator in the Port of Sines.

1.1.24 Terminal Operator: means PSA Sines – Terminais de Contentores S.A., a company incorporated under Portuguese law with registered office at Terminal de Contentores de Sines, Aptd. 195, Sines, Setúbal, Portugal.

1.1.25 Terminal Services Agreement: means the terminal services agreement entered into between the Terminal Operator and the Customer.

1.1.26 Uncontainerised Cargo: means any Cargo to be loaded or unloaded which is not transported in a Container.

1.1.27 Vessel means a Customer Vessel or a Partner Line Vessel.

1.2 Any undertaking by a party to do or not to do an act will be deemed to include an obligation to procure that its directors, employees and authorised agents will do or not do the same act.

1.3 The titles and headings included in these Conditions are inserted merely for convenient reference and do not express in any way the intended understanding of the parties. They will not be taken into account in the interpretation of these Conditions.

2 APPLICABILITY

2.1 These Conditions will apply to all provision of Services and/or delivery of goods (by sale or otherwise) and all offers and/or agreements pertaining thereto by the Terminal Operator, and in particular to the Services. Only the company issuing the offer and/or entering into the agreement or, in the absence of an offer or agreement, providing the goods and/or the Services, is liable therefor, without any joint liability of any of its Affiliates. The Conditions also apply to any non-contractual obligation or liability that the Terminal Operator may incur as a result of the provision of Services and/or the delivery of goods by it. The Conditions apply to provision of Services and/or delivery of goods against payment or free of charge. The Conditions apply to any provision of Services and/or delivery of goods and to any disputes as from **1 June 2016**.

2.2 The Conditions apply to the exclusion of all other general or specific conditions which have been or will be communicated at any time by Customer, unless the Terminal Operator has expressly accepted such provisions in writing. Unless expressly agreed otherwise in writing, any provision deviating from these Conditions will only apply to the relevant offer, agreement, assignment or delivery for which such deviation was mutually agreed. If there is any discrepancy, inconsistency or ambiguity between the Conditions and any specific terms agreed with the Customer, the specific terms agreed with the Customer will prevail to extent of the discrepancy, inconsistency or ambiguity.

2.3 These Conditions do not detract from the regulations and customs of the Port of Sines to the extent that the latter are applicable and in conformity with all applicable legal provisions.

- 2.4 By placing an order, the Customer expressly confirms to effectively have taken notice of the Conditions and irrevocably agrees with the applicability of these Conditions.
- 2.5 If there is any contradiction, discrepancy, inconsistency or ambiguity in combining or interpreting the terms of the Conditions and the terms of the Terminal Services Agreement, the terms provided in the Terminal Services Agreement will be applicable, except for the provisions of clauses 7. (*Liability*), 16. (*Container Mass*), 18. (*Liability In Connection With Services*) and the Part III (*Description of Terminal Services*) of these Conditions shall prevail, except if there is a contradiction between the mentioned provisions and:
- (i) the provisions of the Terminal Services Agreement that expressly foresee to be prevailing; or
 - (ii) the deadlines and amounts set out in the Terminal Services Agreement, which shall prevail in all circumstances.

3 TARIFFS AND PAYMENT

- 3.1 The Terminal Operator will issue invoices to the Customer detailing all tariffs and taxes payable by the Customer to the Terminal Operator under these Conditions.
- 3.2 Unless agreed otherwise, the invoices of the Terminal Operator are payable within 30 days from the date of the invoice and at the registered office of the Terminal Operator. Notwithstanding anything to the contrary, all tariffs and any other amounts due to the Terminal Operator will be charged in EURO. The Terminal Operator reserves the right to convert such tariffs and other amounts into a different currency, applying the exchange rate at the time of the conversion. The Terminal Operator reserves the right to check the Customer's credit rating periodically and to modify the Customer's payment terms (as set out in these Conditions or in any agreement, offer or any other document to which these Conditions are applicable) in the event that there is a material change in the Customer's credit rating.
- 3.3 Unless otherwise specified, all tariffs, handling charges and other charges referred to in these Conditions or in all agreements, offers and any other document to which these Conditions are applicable, are net of taxes. If there is value-added tax or any tax of a similar nature levied on these tariffs or charges, the Customer will pay such tax in addition to the tariffs or charges. If a withholding tax is withheld from the payments made by the Customer (i.e. as opposed to being levied in addition to the Customer's payments), the Customer will gross up the payments to the Terminal Operator so that, after deduction of the withholding tax, the Terminal Operator will receive, on a net basis, the amounts mentioned in these Conditions or in all agreements, offers or other documents to which these Conditions are applicable.
- 3.4 Any amounts owed by the Terminal Operator to the Customer (or to any Affiliates of the Customer) may, at the Terminal Operator's discretion, be set off against any sums due from the Customer to the Terminal Operator (or to any Affiliates of the Terminal Operator). All sums due from the Customer to the Terminal Operator will be paid without deduction.
- 3.5 Any complaint in relation to invoices, in order to be valid, must be notified in detail by registered letter within 10 (ten) working days after receipt of the invoice. No cause, such as e.g. filing a complaint, exempts the Customer of its payment obligation.
- 3.6 If the Customer does not pay an invoice (or any other amount due under these Conditions or under or in connection with any agreement, offer or other document to which these Conditions are applicable) in whole or in part on its due date, or if the Customer owes the Terminal Operator any damages on any basis whatsoever, the Customer will owe the Terminal Operator monthly interest on the amount due, *ipso iure* and without notice, starting from the relevant due date or the date on which the damages occurred. The interest rate will be the interest rate provided in Directive 2011/7/EU and in the Decree-Law no. 62/2013, of 10 May, on combating late payment in commercial transactions.
- 3.7 If the Customer does not pay an invoice (or any other amount due under these Conditions or under or in connection with any agreement, offer or other document to which these Conditions are applicable) in whole or in part on its due date, the Customer will owe the Terminal Operator *ipso jure* and without notice, a lump sum equal to the higher of (i) 10% of the unpaid amount or (ii) EUR 125, for administrative costs and notwithstanding the right of the Terminal Operator to claim a higher amount upon proof of higher suffered costs.

- 3.8** If the Customer or any Affiliate of the Customer does not pay an invoice of, or any other amount due to, the Terminal Operator or any Affiliate of the Terminal Operator, in whole or in part on its due date, the Terminal Operator may declare that all other claims of the Terminal Operator or any Affiliate of the Terminal Operator against the Customer that are not yet due will become immediately due *ipso iure*, and without prior notice. If the Terminal Operator has multiple claims against the Customer and the Customer carries out a partial payment, the Terminal Operator will have the right to decide, in its discretion, towards which claim the payment will be applied.
- 3.9** If the Customer or any Affiliate of the Customer does not pay an invoice of, or any other amount due to, the Terminal Operator or any Affiliate of the Terminal Operator, in whole or in part on its due date, the Terminal Operator may suspend its Services provided that a ten days' prior written notice is served.
- 3.10** The Terminal Operator reserves the right to ask the Customer at all times to make an advance payment (equal to the estimated billing for the Services to be provided) or provide a security that in the Terminal Operator's opinion is adequate for any present or future amounts due by the Customer to the Terminal Operator under these Conditions or under any agreement, offer or other document to which these Conditions apply.
- 3.11** Until all amounts due are paid by the Customer, the Terminal Operator shall be entitled to have a possessory lien and right of retention over:
- 3.11.1** all property (including any goods) of the Customer;
- 3.11.2** all amounts held by the Terminal Operator on behalf of the Customer; and
- 3.11.3** all documents which the Terminal Operator may hold for the Customer,
- to secure the payment of all amounts due by the Customer to the Terminal Operator and the discharge of all liabilities of the Customer to the Terminal Operator. In the exercise of possessory lien and right of retention, the Terminal Operator will be entitled to detain such property, amounts and documents until the amounts due by the Customer to the Terminal Operator are fully paid. When exercising its possessory lien and right of retention, the Terminal Operator shall be entitled to retain such assets, amounts and documents up and until the amounts due by the Customer to the Terminal Operator are fully paid up. Should the Customer remain in default, the Terminal Operator shall be entitled, after due notice, to have the goods sold.
- 3.12** If the Terminal Operator's tariffs are subject to an automatic tariff adjustment clause, this formula will never lead to the tariffs being lower after the adjustment than before, unless the tariff adjustment is mandatory by law.

4 CUSTOMER'S AGENT

- 4.1** The Customer may, subject to prior notification to the Terminal Operator, appoint an Agent. The appointment of the Agent must be effected by way of a written notice to the Terminal Operator, setting out the full name of the Agent and the duration of its appointment, as well as its contact address, telephone number, fax number, and email address. The Company is entitled to rely and act on the written notice.
- 4.2** Once appointed, the Agent will be deemed to have the full authority of the Customer to do all acts and give all instructions on the Customer's behalf for all matters relating to the these Conditions and to Customer Containers, and:
- 4.2.1** The Terminal Operator is entitled to act upon any instruction, request, notice or other communication from the Agent without prior reference to the Customer, and any service performed on the instructions of the Agent will be billed to the Customer.
- 4.2.2** Any communication or notice made to the Agent in relation to the Services will be deemed to be a communication or notice made to the Customer; and
- 4.2.3** Any payment that the Terminal Operator has to make to the Customer can be made to the Agent, and the receipt by the Agent will be a full and sufficient discharge to the Terminal Operator.
- 4.3** The Agent will have access to the Terminal in the same manner as access would have been given to the Customer.
- 4.4** The Terminal Operator will cease to act on the instructions of the Agent if it receives seven days' prior written notice from the Customer that the Agent is no longer authorised to act on the Customer's behalf.

4.5 The Terminal Operator will not be liable for, and the Customer and the Agent will jointly and severally fully indemnify the Terminal Operator against any demands, claims, proceedings, losses, damages, costs (including solicitor and client costs) and expenses suffered or incurred by the Terminal Operator as the result of any act, omission or claim of the Agent.

4.6 The Agent will be jointly and severally liable for all obligations of the Customer under this Agreement.

5 EXEMPTIONS

5.1 The Terminal Operator is not liable for any delay in the performance of its obligations or failure to perform its obligations because of force majeure. For the purpose of these Conditions and any agreement, offer or any other document to which these Conditions are applicable, force majeure will be defined as any event not caused by the Terminal Operator's fault and which prevents, complicates or delays the performance of the Terminal Operator's obligations, including but not limited to the following circumstances: any act of God, civil war, mobilization, invasion, occupation, revolution, rebellion, hostilities, terrorism, fire, explosion, storm, fierce gusts of wind, flood, lightning, fog, strike, lock out, shortage of personnel, epidemic, theft and breakage of material. If the Terminal Operator relies on third parties for the execution of its obligations, the provisions mentioned in this Clause 5 are also applicable if the force majeure event occurs to any of these third parties.

5.2 If the Terminal Operator, as a consequence of the circumstances set out in Clause 5.1, is prevented or delayed from performing or observing its obligations, the Terminal Operator is entitled to suspend any agreement with the Customer to which these Conditions apply in whole or in part or, in the event that the suspension has lasted for 12 months, to terminate any such agreement by registered letter, both without prior court intervention. In that case, the Terminal Operator' will be exempt from its obligations without any liability to indemnify the Customer and without any entitlement of the Customer to demand specific performance. If, at the time of the suspension or termination, the Terminal Operator has partly performed its obligations, the Customer will pay the pro rata amount of the total price.

6 HARDSHIP

6.1 In case of exceptional circumstances not within the control of the Terminal Operator, which alter the relative rights and obligations of the Terminal Operator and/or the Customer to the detriment of the Terminal Operator by excessively increasing the contractual obligations of the Terminal Operator (including but not limited to increases of the cost of labour, energy and/or materials), the parties, upon the request of the Terminal Operator, will in mutual consultation seek to adjust the conditions that apply between them in order to re-establish the initial contractual equilibrium while protecting their respective interests.

6.2 In case parties do not reach an agreement with respect to the restoration of the balance of their respective interests within thirty (30) days following the date of the Terminal Operator's request, the Terminal Operator will have the right, at its sole discretion, to terminate the agreement to which these Conditions apply by registered letter without any liability. If at the time of the termination the Terminal Operator has partially performed its obligations, the Customer will pay the pro rata amount of the total price.

7 LIABILITY

7.1 The Terminal Operator is only liable for the proven damage and/or the loss that is the direct consequence of its proven fault. In no event can the Terminal Operator be held liable for general or specific indirect damages or economic damage or consequential or punitive damages of any kind (including but not limited to lawyers's fees, experts's fees, demurrage, loss of income or profit, loss of contracts, harbour dues and fines and/or similar levies).

7.2 The Terminal Operator is exempt from any liability in the following events: damage and/or loss occurring before or after the performance of the Services by the Terminal Operator, force majeure as set out in Clause 5, defects of the Cargo and/or the packing and/or the Containers, flooding, collapse, acts or omissions of third parties and/or the Customer, failure to communicate or the incorrect communication of data or instructions by the Customer and/or by third parties, shortage of berthing space, labour, fuel or power or insufficient depth of water at any Berth or the approaches thereto.

- 7.3** Any liability of the Terminal Operator (under these Conditions or under or in connection with any agreement pertaining to the provision of Services and/or delivery of goods by the Terminal Operator) is subject to the condition being met that the Customer notifies the Terminal Operator in writing of the event giving rise to the liability as soon as possible after its discovery, and in any event not later than the following deadlines:
- 7.3.1** with respect to loss of or damage to the Vessel and its equipment: before the Vessel has left the Terminal and in any event allowing the Terminal Operator sufficient time to reasonably verify the damage;
 - 7.3.2** with respect to loss of or damage to a Container or to Uncontainerised Cargo: one month after the Container or the Uncontainerised Cargo have left the Terminal;
 - 7.3.3** with respect to loss of or damage to Containerised Cargo: the earlier of (i) one week after the Customer is notified of the loss or damage by its own customer and (ii) three months after the Containerised Cargo have left the Terminal.

The notice must include at least the legal and factual basis of the claim in reasonable detail and an estimate of the amount of the damage.

- 7.4** Any liability of the Terminal Operator (under these Conditions or under or in connection with any agreement pertaining to the provision of Services and/or delivery of goods by the Terminal Operator) is subject to the condition being met that the Customer has initiated and served formal legal proceedings (in accordance with clause 12.2 or in accordance with the relevant clauses of the applicable agreement or in accordance with applicable law) within 15 months after the earlier of (i) the delivery of the goods or providing of the Services or (ii) occurrence of the event giving rise to the liability (including damage), as the case may be.
- 7.5** All costs arising from government decisions will be borne by the Customer. If as a result of (i) the passing of, or any change in, any law or regulation, or (ii) a material change in the interpretation or application of any law or regulation, the Terminal Operator has to carry out additional tasks that are not part of the tasks contractually agreed, then the Terminal Operator will carry out such tasks against payment by the Customer of an appropriate compensation, which may be determined in accordance with Clause 6.
- 7.6** The Customer who is entitled to invoke exemptions or limitation of liability clauses towards the person holding an interest in the Cargo or towards any other third party will provide these to the benefit of the Terminal Operator.
- 7.7** The Terminal Operator will not be required to pay any indemnification if the amount which would otherwise be recoverable from the Terminal Operator (taking into account *inter alia* these Conditions and any agreement, offer or other document to which these Conditions apply) is below EUR 1,500.00. To the extent that a claim exceeds this amount, the Terminal Operator will be liable only for the excess.
- 7.8** If any person other than the Customer makes any claim against the Terminal Operator in respect of loss or damage resulting directly or indirectly from Services provided and/or goods delivered by the Terminal Operator to the Customer pursuant to these Conditions (or any agreement to which these Conditions apply), the Customer will fully indemnify the Terminal Operator in respect of any liability, loss or damage that the Terminal Operator may incur even where such liability, loss or damage exceeds the limitations of liability imposed under these Conditions (or any agreement to which these Conditions apply). The Terminal Operator will not be liable for, and the Customer will indemnify Terminal Operator for, any liability, claim, proceeding, loss, delay, detention, cost or expense in connection with or arising out of (i) the Terminal Operator applying any provision of, or exercising any rights under, these Conditions (or any agreement to which these Conditions apply), or (ii) the Customer breaching any provision of these Conditions (or any agreement to which these Conditions apply).
- 7.9** Nothing in these Conditions will limit the right of the Terminal Operator to recover any sum from the Customer on account of the Customer's contributory negligence or breach of these Conditions or any agreement to which these Conditions apply.
- 7.10** The Customer will take all reasonable steps to mitigate the effect of the Terminal Operator's negligence or breach of obligations (if any) and to minimise the charges payable or waivable by the Terminal Operator.
- 7.11** The Customer will ensure that any exemptions or defences of the Terminal Operator against the Customer, and any limitations of or conditions to the Terminal Operator's liability towards the Customer under this Agreement, will also be opposable by, and apply to the benefit of, the Terminal Operator against any third parties contracting with the Customer (and in particular against the Customer's customer).

- 7.12** The agreed provisions with respect to the Terminal Operator's liability (either in these Conditions or, as the case may be, in any agreement to which these Conditions apply) will constitute the Customer's sole remedy in connection with the Services and/or goods provided by the Terminal Operator and will apply to any claims by the Customer against the Terminal Operator under contract or at law.

8 TERMINATION

- 8.1** The Terminal Operator has the right to terminate any agreement to which these Conditions apply without prior court intervention or indemnity being due, in whole or in part, to the detriment of the Customer, by means of a registered letter with a 10 (ten) days' notice period to the Customer, in the following cases:

- 8.1.1** If the Customer fails to comply with any of its obligations (either its obligations under the agreement to which these Conditions apply or any other obligations towards the Terminal Operator or the Terminal Operator's Affiliates).
- 8.1.2** If the Customer is declared bankrupt, is involved in a dissolution, applies for the cessation of payment or loses control over its assets or parts thereof (by seizure, by being put under legal restraint or otherwise) or applies for a judicial settlement ("*plano especial de revitalização*") or if any other collective measure intended to protect the Customer from its creditors is applied for or taken; or
- 8.1.3** If there is a change in Control over the Customer. A change in Control occurs inter alia (i) when person(s) that held Control previously, no longer hold Control; (ii) when person(s) that did not hold Control previously, acquire Control; and (iii) when persons that previously held Control acting in concert, no longer act in concert.

In any of the aforementioned cases, all sums payable by the Customer that are not yet due will become due *ipso iure* and without prior demand or notice. In any of the aforementioned cases, the Terminal Operator has also the right to suspend the performance of its obligations in whole or in part.

In case of termination or suspension in accordance with the previous clause, the Terminal Operator will never be liable for any kind of damages. The Customer will indemnify the Terminal Operator and hold the Terminal Operator harmless for any damage resulting from or in connection with the termination or suspension.

9 CONFIDENTIALITY

- 9.1** The following information will be considered confidential: (i) the existence, subject matter and content of any agreement, offer or other document to which these Conditions are applicable and (ii) any information (in whichever form; whether about the Terminal Operator or about any other subject) that is obtained by the Customer as a result of any agreement, offer or other document to which these Conditions are applicable.
- 9.2** The Customer will treat the information referred to in Clause 9.1 as confidential and will not disclose this information or any part of it without the explicit prior written consent of the Terminal Operator. The Customer will procure that its Affiliates and the directors, employees, officers and advisors of itself and of its Affiliates will comply with this obligation.
- 9.3** The following actions will not constitute a breach of the obligation set out in Clause 9.2: (i) the disclosure by the Customer in the event of a judicial and/or arbitral procedure initiated by one party against the other, to the extent that disclosure is strictly necessary for the procedure, and (ii) disclosure if and to the extent that it is strictly necessary for the Customer to comply with its legal or regulatory obligations. In the latter case, the Customer will consult with the Terminal Operator, in so far as reasonably possible, prior to complying with this obligation.

10 MISCELLANEOUS

- 10.1** If one or more of the provisions of these Conditions and/or of any agreement pertaining to the provision of Services and/or delivery of goods by the Terminal Operator is declared to be invalid, illegal or unenforceable under any applicable law, such invalidity, illegality or unenforceability will not in any way affect the remaining provisions. In this event, the invalid, illegal or unenforceable provision will be replaced by an alternative clause to the maximum extent which is legally valid and is consistent with the purpose and intent of the Conditions and/or the agreement.

- 10.2** The Customer may not assign its rights or obligations under these Conditions and/or any agreement to which these Conditions apply (by merger, split-up, contribution of a universality or a branch of activities, transfer of a universality or a branch of activities or any similar corporate restructuring, either under Portuguese law or under any other law, or otherwise) without the Terminal Operator's prior written consent. The Terminal Operator reserves the right to assign its rights or obligations under these Conditions and/or any agreement to which these Conditions apply to any Affiliate or third party, and to appoint sub-contractors to perform all or any part of its Services.
- 10.3** If:
- 10.3.1** the Customer or any party controlling the Customer is or has been involved in any mergers & acquisitions activity with a third party (i.e. (i) the Customer or any party controlling the Customer merges or enters into an amalgamation with a third party, (ii) the Customer, solely or jointly, directly or indirectly, acquires control over the management and/or operations of a third party, or (iii) control over the management and/or operations of the Customer is acquired by a third party, solely or jointly, directly or indirectly, or (iv) the Customer or any party controlling the Customer enters into any other transaction with a third party of which the purpose and/or the consequence is the combination of two or more formerly independent legal entities and/or groups); or
- 10.3.2** the Customer or any party controlling the Customer is or has been involved in any partnership, consortium, liner conference or strategic alliance with a third party, or any other transaction with a third party of which the purpose and/or the consequence is the pooling of resources and/or the integration of operations
- then:
- (i) the terms of these Conditions and/or of any agreement to which these Conditions apply will not in any way be invoked or applied to the benefit of such third party without the prior written consent of the Terminal Operator; and
 - (ii) the terms of these Conditions and/or of any agreement to which these Conditions apply, will prevail over any conflicting terms and/or conditions agreed by such third party.
- 10.4** The relationship between the parties will in no event be considered a partnership, a joint venture or any other association between the parties, nor will one party be considered the agent or employee of the other.
- 10.5** The Terminal Operator's rights under these Conditions and/or any agreement to which these Conditions apply are cumulative with its rights under law except as agreed otherwise.
- 10.6** Failure by the Terminal Operator to insist upon the strict performance by the Customer of any provisions of these Conditions and/or of agreement to which these Conditions apply will not be construed to be a waiver by the Terminal Operator of any right to insist upon strict performance at all times.
- 10.7** Nothing in these Conditions is intended nor will be construed as granting to the Customer any lease, tenancy or any other interest in a Berth or any part of the Terminal.
- 10.8** Any amendment of these Conditions and/or any agreement to which these Conditions apply must be in writing and signed by the authorised representatives of both parties.
- 10.9** The Terminal Operator reserves the right to change the Conditions unilaterally at all times in accordance with any changes in its commercial policy and the economic and legal necessities. The new Conditions will enter into force after being notified by means of a 10 (ten) days prior written notice with acknowledgment of receipt addressed to the Customer. Changes will apply to future situations arising from offers already made and agreements already concluded.
- 10.10** The Customer will at all times be responsible to comply with all relevant legal and regulatory obligations, including the obligations related to the movements of the Cargo resulting from carrying out instructions as given by the Customers.
- 10.11** All offers made by the Terminal Operator are noncommittal, unless explicitly indicated otherwise. The Terminal Operator is only bound by an order after such order has been confirmed in writing by the Terminal Operator.

10.12 The Customer represents and warrants that (i) it is a corporation duly incorporated and validly existing under the laws of its country of incorporation and has full power, authority and legal right to carry on its business and to enter into any agreement, offer or other document to which these Conditions are applicable and (ii) any provision of Services and/or delivery of Cargo to which these Conditions are applicable does not and will not conflict with any law, regulation, judgement, order, authorisation, agreement or obligation applicable to the Customer or with any agreement to which the Customer is a party (such as exclusivity commitments).

10.13 The Customer acknowledges that in entering into its agreement with the Terminal Operator, it has not relied on any express or implied representation, warranty or other assurance (except those specifically set out in writing in the agreement) made by or on behalf of the Terminal Operator before the entering into of the agreement.

Save as otherwise agreed, the Terminal Operator is entitled to make reference to the Customer in its marketing materials and disclose reasonable details about the nature of its cooperation with the Customer.

11 NOTICES

11.1 All communications to be sent by the Terminal Operator to the Customer may be made by email, fax or registered letter with acknowledgement of receipt to the official address of the latter, as mentioned in the specific conditions.

11.2 All communication to be sent by the Customer to the Terminal Operator shall be made by email, fax or registered letter with acknowledgement of receipt to the following address and fax number:

Address:

PSA Sines – Terminal de Contentores

Terminal de Contentores de Sines

Apartado 195

7521-903 Sines

Fax number: 00351 269 870 614

Email: sct-generalconditions.tariffs@globalpsa.com

11.3 Any notice or other communication shall be deemed as served after receipt of the acknowledgement of receipt if made by registered post with acknowledgement of receipt, or as of receipt of transmission confirmation or of receipt of delivery in the recipient's mailbox, if made by fax or email respectively, except if such fax or email was sent on a non-business day or after 6 (six) p.m. GMT, in which case the notice or communication shall be deemed to be received the next business day.

12 APPLICABLE LAW - JURISDICTION

12.1 These Conditions and any agreement to which these Conditions apply will be governed by and construed in accordance with Portuguese law.

12.2 Any litigation between the parties will be submitted to the exclusive jurisdiction of the courts of Portugal. As a sole exception to the exclusive jurisdiction of the courts of Portugal, the Terminal Operator has the option to elect another court to have jurisdiction at its discretion provided that such election does not cause any serious disruptions to the Customer.

PART II – PROVISIONS APPLICABLE TO SERVICES PROVIDED BY THE TERMINAL OPERATOR

13 GENERAL

- 13.1** The clauses in this part II apply to the extent that the agreement between the Terminal Operator and the Customer pertains to the provision of Services by the Terminal Operator to the Customer, including but not limited to all activities that are manual or intellectual in nature but pertaining in particular to the Terminal Services described in Part III of these Conditions.

14 EXECUTION

- 14.1** When communicating instructions and at the latest at the time of commencement of the task, the Customer will communicate in writing to the Terminal Operator: (i) a correct and accurate description of the Cargo, including type, number, weight, condition and risk category, and (ii) all instructions and all limitations connected with the protection, handling and storage of the Cargo and the performance of the Services in general. The Terminal Operator may rely on any information or documents pertaining to the Cargo as provided by the Customer. The Terminal Operator has no obligation to verify the correctness, authenticity and/or validity of any such documents and/or information. The Terminal Operator may enter into agreements with the Customer's agent in order to agree on the practical modalities with respect to the release and delivery of cargo from the Terminal.
- 14.2** The Cargo will carry all necessary markings indicating their characteristics. The Customer will pack the Cargo as required for the performance of the Services, unless it is customary not to pack the Cargo.
- 14.3** The means of transport made available will be supplied so that the Services to be performed can be started immediately in accordance with the usual way of working. The means of transport made available must comply with the legal provisions for the transport of the Cargo to be loaded and the drivers must be in possession of all appropriate permits that are legally required.
- 14.4** The Services provided by the Terminal Operator will never include the satisfaction of any VAT and/or customs requirements on behalf of the Customer, nor Services of inventory management, unless explicitly agreed otherwise.
- 14.5** If the Cargo and/or Containers transported by the Customer are under temporary storage (as defined by applicable customs legislation) on the premises of the Terminal Operator, the Customer will ensure that such temporary storage has lawfully ended before such Cargo and/or Containers are removed from the premises of the Terminal Operator. Any liability with respect to or any claim from the authorities or third party as a result of a breach of this obligation is a cost as defined in clause 18.5.1.

15 DANGEROUS GOODS - SAFETY

- 15.1** By the fact of entering in the Terminal, the Customer expressly accepts and agrees to - in its own name and on behalf of its employees, agents, suppliers and subcontractors - the regulations, guidelines and notices applicable at the Terminal.
- 15.2** The Customer warrants that any Cargo, equipment, Container or Vessel which it delivers, directs to or causes to be upon the Terminal:
- 15.2.1** are not dangerous (including hazardous, flammable, toxic, verminous, rotten, subject to fungal attack, over-heated, under-heated or liable to give off any emission such as dust, gas, fumes, liquid or radiation) or liable to become dangerous while on the Terminal, except if the goods have been brought to the Terminal in compliance with Clause 15.3 or the dangerous situation has been brought to the attention of the Terminal Operator according to clause 15.4 ;
- 15.2.2** will not contaminate the Terminal or the water or air adjacent thereto or any person any Cargo, equipment or ship at the Terminal or cause danger, injury, pollution or damage thereto;
- 15.2.3** contain no unauthorised controlled drugs, contraband, other illegal matter;
- 15.2.4** are properly and sufficiently packed and labelled in accordance with all applicable laws, regulations and codes of practice.

The Terminal Operator reserves the right to refuse to accept any Cargo, equipment, Container or Vessel which is not (or which the Terminal Operator reasonably believes is not) in compliance with the above.

- 15.3** The Customer must notify the Terminal Operator not less than 48 hours prior to the arrival of any Dangerous Goods, equipment, Container or Vessel. The Customer will be fully responsible (including for all expenses and penalties) for the proper and lawful transportation thereof. The Terminal Operator will acknowledge receipt of any notification of the arrival of Dangerous Goods and prior to shipment inform in writing by e-mail inform to the Customer if shipment or receiving of the specified Dangerous Goods is accepted by the Terminal Operator. The Terminal Operator will also inform the Customer of any IMDG Class not allowed to be transhipped through the Terminal.
- 15.4** The Customer will immediately inform the Terminal Operator of any emergency (including any injurious emission, danger, injury, pollution, adverse environmental impact or any other event which might affect the safe and efficient operation at the Terminal) and will take, at its own cost, any actions as may be required by the Terminal Operator to remedy or mitigate the emergency. The Terminal Operator will also be entitled to take any such actions at the Customer's expense.

16 CONTAINER MASS

- 16.1** The Customer will ensure that the Terminal Operator is informed satisfactorily of the gross mass of any Container that the Customer wants the Terminal Operator to load onto any Vessel, or, if such information is not available from the shipper, the lack thereof. The Customer will ensure that the gross mass has been verified, and that the relevant information provided to the Terminal Operator, is in full compliance with all appropriate regulations, including in particular the International Convention for the Safety of Life at Sea, as amended, and its implementing provisions (collectively, "SOLAS"). The Customer will provide this information promptly and sufficiently in advance at all times, but in any case no later than the arrival of the Container at the Terminal.

- 16.2** Notwithstanding anything else in these Conditions, the Terminal Operator is entitled in its absolute discretion to rely on and accept:

16.2.1 for the loading of any Container on a vessel, any shipping document received by the Customer and communicated to the Terminal Operator through Electronic Data Interchange ("EDI") or any other means which provides a *prima facie* indication of the verified gross mass of the Container; and

16.2.2 for the loading of any transshipment Container on a vessel, any shipping document received by the prior carrier and communicated to the Terminal Operator through EDI or any other means which provides a *prima facie* indication of the verified gross mass of such Container,

as fully complying with the SOLAS requirements regarding verified gross mass and as having been signed by a duly authorised person.

- 16.3** The Terminal Operator is entitled to:

16.3.1 not load onto a ship any Container which does not satisfy the SOLAS requirements, including any Container (i) in respect of which no declared verified gross mass has been provided in accordance with clause 16.1; or (ii) of which the verified gross mass exceeds the maximum permitted gross mass indicated on the Container's Safety Approval Plate under the International Convention for Safe Containers 1972, as amended ("CSC"); and

16.3.2 not discharge or allow the discharge from a vessel any transshipment Container which does not already have a verified gross mass.

If a Container is not loaded in accordance with clause 16.3.1, the Terminal Operator may in its sole discretion choose to (i) determine the manner and place of storage of the Container; and/or (ii) instruct the Customer to provide for the return of the Container to the tendering shipper; and/or (iii) provide for such return itself, at the expense of the Customer. Any additional expenses associated with the Container not being loaded (including but not limited to storage, demurrage, handling or the return of the Container to the tendering shipper, as the case may be) will never be borne by the Terminal Operator and the Customer will pay an appropriate compensation to the Terminal Operator in this respect. Any additional expenses resulting from the Customer not providing the required information timely (in accordance with clause 16.1), including but not limited to the cost of additional shifting, will never be borne by the Terminal Operator and the Customer will pay an appropriate compensation to the Terminal Operator in this respect.

16.4 If (i) a Container has been delivered to the Terminal Operator in respect of which no declared verified gross mass has been provided in accordance with clause 16.1, or (ii) the Terminal Operator has reason to believe that such verified gross mass is incorrect, or (iii) the Customer so requests, the Terminal Operator has the right (but for the avoidance of doubt not the obligation), in its discretion, to determine the verified gross mass itself by weighing the Container in accordance with the SOLAS requirements. Also, if the Terminal Operator carries out stuffing and/or stripping of a Container for the Customer, the Terminal Operator has the right (but for the avoidance of doubt not the obligation), in its discretion to determine the verified gross mass itself, either by (i) weighing the Container itself or by (ii) weighing every package which is not individual, original sealed and having the accurate mass clearly and permanently marked on its surface, both in accordance with the SOLAS requirements. If there is any discrepancy between the verified gross mass of the Container obtained prior to delivery to the Terminal and the verified gross mass determined by the Terminal Operator itself, the latter will be taken as prevailing and definitive. Further, if the verified gross mass of the Container declared by the shipper or determined by the Terminal Operator itself exceeds the maximum permitted gross mass indicated on the Container's Safety Approval Plate under the CSC, the Terminal Operator may in its discretion strip and restuff the Container so that it complies with the SOLAS requirements. The Customer will pay an appropriate compensation to the Terminal Operator for any such stripping/restuffing of a Container and/or determining its verified gross mass (which compensation may be in line with the Terminal Operator's list prices if any).

16.5 If the Terminal Operator loads a Container onto a truck, the Terminal Operator can never be held liable for additional expenses and/or fines associated with the (excess) weight of the Container/truck combination. Any such additional expenses and/or fines will never be borne by and the Customer will pay an appropriate compensation to the Terminal Operator for any such additional expenses and/or fines incurred by it and/or for determining the weight of the Container/truck combination.

17 INDEMNITY

17.1 The Customer will indemnify the Terminal Operator and hold the Terminal Operator harmless against all claims that could arise from (i) a breach of the obligations set out in Clauses 13 up to 16.5 even if such breach is attributable to a third party; and (ii) the negligence of the Customer.

17.2 The Customer will hold the Terminal Operator harmless and indemnify the Terminal Operator against any delay, claims, damages, losses, expenses and costs suffered by the Terminal Operator as a result of (i) any act, omission, negligence or breach of the terms of these Conditions (or any agreement to which these Conditions apply) by the Customer, its agent, or its or their servants or agents, (ii) submission by the Customer to the Terminal Operator of incorrect or incomplete information relating to the Containers or Cargo; (iii) the inability to commence or complete operations promptly and efficiently due to delay in the Customer Vessel's arrival or due to reasons related to Customer Vessel's operations; (iv) any other damage caused by the Customer or its agent (or its or their servants or agents); and (v) any damage caused by the Customer Vessel and in general any Vessel carrying the Cargo handled by the Terminal Operator. For the purpose of quantifying such damage, the following will apply:

17.2.1 In the event of physical damage (other than total loss) to the Terminal Operator's equipment or other assets, the Customer will indemnify the Terminal Operator for the cost of repairing such equipment or asset in accordance with the Terminal Operator's specifications.

17.2.2 In the event of total loss of the Terminal Operator's equipment or other assets, the Customer will indemnify the Terminal Operator for the higher of (i) the insured value of the equipment or asset, (ii) the acquisition cost of the equipment or asset (if the equipment or asset is four years old or less at the time of the incident), or (iii) the depreciated book value of the equipment or asset at the time of the incident (if the equipment or asset is more than four years old at the time of the incident). The depreciated book value will be calculated on the basis of the acquisition cost with a straight line depreciation over 25 years as from the date when the Terminal Operator starts operating the equipment or asset. This clause 17.2.2 is without prejudice to the right of the Terminal Operator to claim that the actual depreciated book value is higher, e.g. if the actual depreciation period is more than 25 years.

17.2.3 In the event of economic damage, the Customer will indemnify the Terminal Operator for (among others) the Terminal Operator's estimated loss of profit. The Terminal Operator can establish such loss of profit on a lump sum basis, using reasonable benchmark estimates for (i) lost volumes, (ii) revenue per unit of volume and (iii) contribution margin per unit of volume.

The Terminal Operator can apply the aforementioned lump sum quantifying rules (and any other lump sum quantifying rules set out in these Conditions or in any agreement, offer or any other document to which these Conditions are applicable, and in general any rules governing any liability of the Customer towards the Terminal Operator) both during the lifetime of the agreement and after its termination. Any such rules are without prejudice to the right of the Terminal Operator to claim a higher amount if it can prove that its actual damages are higher than the lump sum amount. The aforementioned provisions apply regardless of any legal or contractual provision to the contrary.

The Customer will obtain all permissions, approvals and consents from the competent authorities that may be required in connection with its operations at the Terminal, and will compensate the Terminal Operator on demand against any fines, penalties, losses, costs and/or expenses incurred by the Terminal Operator in respect of any non-compliance.

18 LIABILITY IN CONNECTION WITH SERVICES

18.1 General provisions

18.1.1 The Terminal Operator will be liable under these Conditions subject to the terms of this Clause 18 and only for those items specifically set out herein.

18.1.2 Any liability of the Terminal Operator (under these Conditions or under or in connection with any agreement pertaining to the provision of Services and/or delivery of goods by the Terminal Operator) is conditional upon all of the following conditions being met:

- (i) The Customer including in all its bills of lading (or any other agreement or document governing the conditions of carriage) a provision to the effect that the Terminal Operator will have the benefit of all provisions therein benefiting the Customer, including without limitation all exceptions from and limitations of liability and/or damage and other defences howsoever arising. The Terminal Operator is entitled to invoke these exceptions, limitations and defences.
- (ii) The Customer not increasing its liability to its own customers e.g. by a declaration of value without giving prior written notice to the Terminal Operator, which notice must include details of the increased liability undertaken.
- (iii) The Customer notifying the Terminal Operator of the event giving rise to the liability in writing after its discovery, and in any event not later than the following deadlines:
 - (a) with respect to loss of or damage to the Customer Vessel and its equipment (as further set out in Clause 18.3.1): before the Customer Vessel has left the Terminal and in any event allowing the Terminal Operator sufficient time to reasonably verify the damage;
 - (b) with respect to loss of or damage to a Container or to Uncontainerised Cargo (as further set out in Clause 18.3.2): one month after the Container or the Uncontainerised Cargo have left the Terminal;
 - (c) with respect to loss of or damage to Containerised Cargo (as further set out in Clause 18.3.2): the earlier of (i) one week after the Customer is notified of the loss or damage by its own customer and (ii) three months after the Containerised Cargo have left the Terminal.

The notice must include at least the legal and factual basis of the claim in reasonable detail and an estimate of the amount of the damage.

- (iv) The Customer initiating and serving formal proceedings within 15 months after delivery of the Container or Uncontainerised Cargo to/from the Terminal or occurrence of the damage.

18.1.3 The Terminal Operator will make an effort to take the necessary measures in order to limit the risk that or other unwanted persons gain access to the Customer Vessels. If nevertheless stowaways or other unwanted persons are discovered in the Customer Vessels, the Terminal Operator will not be liable for the resulting damage, expenses or fines (if any).

18.2 Liability of the Terminal Operator for operational error

If the Customer complied with its obligations under these Conditions, and if because of the Terminal Operator's proven negligence, it commits the operational errors set out in the first column below, the Terminal Operator will remedy such errors in the manner set out in the second column below. Any remedy given by the Terminal Operator as set out below will be in full and final settlement of its entire liability towards the Customer (under law or contract) for such error.

Error	Remedy
The Terminal Operator incorrectly stows Containers or General Cargo in the Customer Vessel	The Terminal Operator will reimburse the Customer for any reasonable stevedoring charges paid at the port of discharge reasonably chosen for the re-stowage of the Containers or General Cargo under deck
The Terminal Operator fails to load Containers or General Cargo onto the Customer Vessel in accordance with the Customer's instructions	The Terminal Operator will waive any extra handling and storage charges for the Containers and General Cargo
The Terminal Operator fails to discharge Containers or General Cargo from the Customer Vessel in accordance with the Customer's instructions	<p>The Terminal Operator will reimburse the Customer for any reasonable stevedoring charges at the port of discharge reasonably chosen for the extra handling of the Containers and General Cargo ; and</p> <p>The Terminal Operator will reimburse the Customer for any reasonable charges paid for carrying the Containers or General Cargo by sea from the port of discharge to the Terminal or to the originally intended port of destination, whichever is lower.</p>
The Terminal Operator loads Containers or General Cargo onto a Vessel in the absence of or contrary to the Customer's instructions	<p>The Terminal Operator will reimburse the Customer for any reasonable stevedoring charges at the port of discharge reasonably chosen for the extra handling of the Containers and General Cargo ; and</p> <p>The Terminal Operator will reimburse the Customer for any reasonable charges paid for the carriage of the Containers or General Cargo by sea from the port of discharge to the Terminal or to the originally intended port of destination, whichever is lower</p>
The Terminal Operator discharges Containers or General Cargo from a Vessel in the absence of or contrary to Customer's instructions	The Terminal Operator will waive any extra handling and storage charges (if any) for the Containers and General Cargo

18.3 Liability of the Terminal Operator for physical loss or damage

The Terminal Operator will be liable for any loss or damage, including costs and expenses incidental thereto, in respect of the following, which are proven to have been caused by the negligence of, or breach of obligations herein by, the Terminal Operator:

18.3.1 loss of or damage to any Customer Vessel berthed at the Terminal, including their gear and equipment;

18.3.2 loss of or damage to any Container or its Cargo, chassis, railcars and all other equipment belonging to or being under the responsibility of the Customer, whilst in the Terminal Operator's custody or control, namely (i) from its discharge from the Customer Vessel or truck/rail/ (where appropriate) until delivery to the Customer or its authorised person; or (ii) from its delivery to the Terminal Operator by the Customer or its authorised person until the time of its loading onto the Customer Vessel; and

18.3.3 death or injury suffered by any person on board any Customer Vessel berthed at the Terminal. However, the Terminal Operator will not be liable for accidents to persons not complying with the Terminal safety regulations. By the fact of entering the Terminal, the Customer expressly accepts and agrees to - in its own name and on behalf of its employees, agents, suppliers and subcontractors - the regulations, guidelines and notices, which are effective at the Terminal.

18.4 Limits of the Terminal Operator's liability

The Terminal Operator's maximum liability is limited as set out hereafter.

18.4.1 Liability for loss of or damage to any Customer Vessel (as set out in Clause 18.3.1 above): the following limitations will apply cumulatively.

- (i) per occurrence (or series of occurrences arising from a common cause): (a) in the event of total loss: the depreciated value of the Customer Vessel or vehicle; (b) in the event of physical damage (other than total loss): the reasonable cost to repair the Customer Vessel in accordance with the Customer's reasonable specifications; and (c) in either case: EUR 27,500.

The depreciated value of the Customer Vessel will be calculated on the basis of the construction cost with a straight line depreciation over 20 years from the date of delivery until the date of the incident.

- (ii) per year: EUR 500,000.

18.4.2 Liability for loss of or damage to any Container (as set out in Clause 18.3.2 above) and/or to Cargo (as set out in Clause 18.3.2 above): the following limitations will apply cumulatively.

- (i) per occurrence (or series of occurrences arising from a common cause): (a) in the event of total loss of the Container: the depreciated value of the Container; (b) in the event of physical damage (other than total loss) to the Container: the reasonable cost to repair the Container in accordance with the Customer's reasonable specifications (only if in the Customer's reasonable opinion, the affected Container is repairable); (c) in the event of loss of or damage to Cargo: EUR 1,050 per package; and (d) in any of the above-mentioned cases, regardless of the number of Containers and/or packages involved in the occurrence: EUR 2,500.

The depreciated value of the Container will be calculated on the basis of the acquisition cost with a straight line depreciation over 10 years from the date of manufacturing as per the Container's safety certificate until the date of the incident.

- (ii) per year: EUR 100,000.

18.4.3 Liability for damage, other than those damages mentioned under Clauses 18.4.1 up to 18.4.2, caused by errors or omissions pertaining to the Cargo and/or Containers:

- (i) per occurrence (or series of occurrences arising from a common cause): EUR 2,500.
- (ii) per year: EUR 100,000.

18.4.4 Regardless of the nature of the occurrence, the liability of the Terminal Operator to the Customer will in any event be limited to EUR 250,000 per year.

18.4.5 In any event of damage suffered by the Customer as a result of Services provided by the Terminal Operator, the Terminal Operator's liability for each incident (or each series of incidents arising from a common cause) is limited to the lower of:

- (i) the amount that the Customer is obliged to pay to its customer/principal (as limited pursuant to any law, contract or otherwise); or
- (ii) the amount that the Customer has effectively paid to its customer/principal (as proven with supporting documents).

The Customer will provide the Terminal Operator with all information and/or documents required to ascertain the amounts referred to in this Clause 18.4.5.

18.4.6 The Customer confirms that the Cargo that are the object of the Terminal Operator's assignment are either the Customer's property or that the Customer, acting as attorney-in-fact of the party holding the interest in the Cargo, is entitled to contract with respect to the Cargo, so that the Customer not only accepts these Conditions on behalf of itself but also on behalf of its own customer and/or any other party holding an interest in the Cargo.

18.5 Liability of the Customer

- 18.5.1** The Customer will bear all freight, port charges, taxes, duties (including but not limited to customs duties, excise duties and VAT), contributions, fines and any other costs relating to the Cargo and/or Containers transported by the Customer, provided that the Terminal Operator has acted in accordance with the Customer's instructions. The Customer will indemnify the Terminal Operator from any claims against the Terminal Operator or its servants or agents arising in respect of such costs.
- 18.5.2** The Customer will indemnify the Terminal Operator against any delay, claims, damages, losses, expenses and costs suffered by the Terminal Operator as a result of (i) any act, omission, negligence or breach of the terms of these Conditions by the Customer, its Agent, or its or their servants or agents; (ii) submission by the Customer to the Terminal Operator of incorrect or incomplete information relating to the Cargo / Containers; (iii) any damage caused to the Terminal by the Customer or its Agent or those for whom they are responsible; and (iv) the inability to commence or complete operations promptly and efficiently due to delay in the Customer Vessel's arrival or due to reasons related to Customer Vessel's operations.
- 18.5.3** The Customer will obtain all required permissions, approvals and consents from the competent authorities that may be required in connection with its operations at the Terminal, and will compensate the Terminal Operator on demand against any fines, penalties, losses, costs and/or expenses incurred by the Terminal Operator in respect of any such non-compliance.

PART III – DESCRIPTION OF TERMINAL SERVICES

The Services set out in this Part III are covered by the tariffs to the extent that the Services are performed during normal working hours as set out in Part IV. The Terminal Operator may agree to carry out operations during exceptional working hours, subject to payment by the Customer of a supplement to be agreed.

19 CUSTOMER VESSEL OPERATIONS

19.1 Loading/discharging of standard Containers

19.1.1 Services covered by tariffs. The Terminal Operator will provide the Services set out in this Clause 19.1 at the agreed tariffs. These Services consist of the loading or discharging of Containers (full or empty) into or out of the Customer Vessel, including:

- (i) Movement of Containers from the Customer Vessel to the quay or vice versa;
- (ii) Movement of Containers from the quay to the stacking area or vice versa;
- (iii) Prompt reporting of visible external damage;
- (iv) The delivery to the Customer of the documentation and reporting as set out in Part IV.

19.1.2 Services - covered by tariffs.

- (i) Application of seals into Containers;
- (ii) Attachment or removal of IMO labels, upon instruction of the Customer's Agent;
- (iii) Attaching (after loading) or detaching (before unloading) electrical plugs of integral reefer units and power supply for reefer Containers while the Containers are on the yard;
- (iv) Opening and closing of hatches and movement of hatch covers from bay to bay or from bay to quay and vice versa;
- (v) Lashing or unlashings of standard ISO deck Containers (with lashing to be furnished by the Customer). The Customer will make lashing equipment available at the bay where the Containers are to be lashed.

19.2 Loading/discharging of non-standard Containers

19.2.1 Services covered by tariffs. The Terminal Operator will provide the Services set out in this Clause 19.2 at the agreed tariffs. These Services consist of the loading or discharging of non-standard Containers, including:

- (i) Loading/discharging OOG Containers or other non-standard Containers, involving the use of special spreaders or equipment (where appropriate);
- (ii) Loading/discharging not readily reachable Containers.

19.3 Loading/discharging of Uncontainerised Cargo

19.3.1 Services covered by tariffs

The Terminal Operator will provide the Services set out in this Clause 19.3 at the agreed tariffs. These Services consist of each loading or discharging of Uncontainerised Cargo (which includes non-spreadable Containers, i.e. Containers which cannot be handled by means of the overheight frame but only by means of chains and Containers with overwidth which cannot be transported on the Terminal by prime-mover), including:

- (i) Discharging: handling from Customer Vessel to quay area under crane's outreach, provided that Terminal operations are not affected;
- (ii) Loading: handling from quay area under crane's outreach to Customer Vessel, provided that Terminal operations are not affected.

19.3.2 Services not covered by tariffs

The Terminal Operator may provide the following Services at the Customer's request. These Services are not covered by the agreed tariffs and will be charged separately on the basis of tariffs to be agreed:

- (i) the hire and supplementary costs for using a mobile crane, which will be the responsibility of the Customer or its Agent to arrange.

19.4 Shifting

The Terminal Operator will provide the Services set out in this Clause 19.4 at the agreed tariffs. These Services consist of the following:

19.4.1 Movement of Containers within the same bay;

19.4.2 Movement of Containers from the Customer Vessel to quay and re-stowing in the Customer Vessel.

19.5 Berth occupation charges

The Terminal Operator will provide the Services set out in this Clause 19.5 at the agreed tariffs. These Services consist of making the Terminal Operator's berth available to the Customer.

19.6 Re-nomination charges

The Terminal Operator will provide the Services set out in this Clause 19.6 at the agreed tariffs. These Services consist of any actions to be taken by the Terminal Operator as a result of one or more Changes of Vessel, Changes of Destination or Changes of Weight announced by the Customer or detected by the Terminal Operator, if previously communicated to Customer, after the Container has been delivered on the Terminal.

20 TERMINAL OPERATIONS

20.1 Receipt/delivery

20.1.1 Services covered by tariffs

The Terminal Operator will provide the Services set out in this Clause 20.1 at the agreed tariffs. These Services consist of receiving or delivering of Containers (full or empty) by truck or rail into or out of the Terminal, including:

- (i) Receiving/delivering Containers at the gate-house, and all administration work directly related to operational matters;
- (ii) Prompt reporting of visible external damage to Containers and for Containers received or delivered by truck, preparing equipment interchange receipts with trucker's signature or equivalent electronic means (excluding the carrying out of any internal inspection of Containers);
- (iii) Inspection and recording of intact seal numbers;
- (iv) Moving Containers off chassis or rail car from receiving to stacking area or loading Containers onto chassis or rail car, and transport to delivery area;
- (v) The delivery to the Customer of the documentation and reporting as set out in Part IV.

20.1.2 Services covered by tariffs

- (i) Application of seals into Containers received/delivered by truck and rail;
- (ii) Attachment or removal of IMO labels, upon instruction of the Customer's Agent.

20.1.3 The Terminal Operator will have no obligation to receive or deliver the following Containers:

- (i) Overweight Containers (Containers which exceed the maximum gross weight marked on the Container itself);
- (ii) Hazardous Containers (*i.e.* Containers with the presence or release or threatened release of hazardous substances inside and/or outside of the Container) which are in violation of any laws, statutes, ordinances, regulations, rules or other governmental requirements;
- (iii) Hazardous Containers without accompanying proper documentation satisfactory to the Terminal Operator; and
- (iv) Flat rack or open side Containers with the Cargo not properly stowed and/or secured for trans-ocean carriage.

20.1.4 When the Customer instructs the Terminal Operator to deliver a Container onto a truck, it must make sure that such delivery does not cause the truck's roadgoing weight to exceed the applicable limits imposed by law. The Customer will indemnify the Terminal Operator and hold it harmless from any violation of this obligation.

20.2 Storage

20.2.1 The agreed tariffs cover the storage of operational Containers.

20.2.2 The Terminal Operator will make storage capacity available according to the volume of Containers indicated by the Customer, but at any time within the capacity limits of the Terminal.

20.2.3 The Customer will ensure that damaged Containers and empty Containers which are out of lease will be evacuated from the Terminal as soon as possible.

20.3 Handling of reefer Containers

20.3.1 Services covered by tariffs

The agreed tariffs cover the handling of reefer Containers, including:

- (i) The provision of facilities/power connections for the continuous cooling of integral refrigerated Containers;
- (ii) Attaching and detaching of electrical plugs for integral reefer Containers at the stacking area;
- (iii) Checking whether the thermostat setting is to the required temperature;
- (iv) Cost of furnishing electric outlets and power consumed;
- (v) Checking and recording temperature of Cargo two times a day whilst in the Terminal;
- (vi) Reporting faults or malfunctions immediately on discovery to the Customer's representatives.

20.3.2 In relation to reefer Containers, the Customer will furnish the Terminal Operator with all necessary refrigeration temperatures as required to enable the Terminal Operator to maintain refrigeration temperatures at the proper setting while the Containers are in the Terminal. The Terminal Operator will not be liable for any damages resulting from the incorrect setting of the temperature gauges of reefer Containers.

20.4 Extra moves on the Terminal

The Terminal Operator will provide the Services set out in this Clause 20.4 at the agreed tariffs. These Services consist of moving Containers (including reefers) on the Terminal for any reason, including for the purpose of Dangerous Goods inspection, customs inspection, reefer inspection, sanitary inspection, conference inspection or veterinary inspection, or as a result of a leak in the Container.

20.5 Other Terminal Operations

The Terminal Operator will provide the Services set out in this Clause 20.5 at the agreed tariffs.

20.5.1 Attaching/detaching of Dangerous Goods labels to IMCO Containers.

20.5.2 Scanning of Containers at the request of the Customer or upon the instructions of the customs authorities. The Terminal Operator will not have any obligation to inform the Customer that the customs authorities have instructed the Terminal Operator to scan a Container.

20.5.3 In case a Container is found to be leaking, the Terminal Operator will move the Container to a leak collector and allow the Customer to use the leak collector for temporary storage of the Container. The Customer will arrange for the removal of the leaking Container and the cleaning of the leak collector as soon as possible. If the Customer has not done this within 5 business days after a request to this effect by the Terminal Operator, the Terminal Operator will be allowed to have the Container removed and the leak collector cleaned at the expense of the Customer.

PART IV – OPERATIONAL MATTERS CONCERNING TERMINAL SERVICES

21 WORKING HOURS

21.1 Working hours

1st shift: 00:00 – 08:00 hours

2nd shift: 08:00 – 16:00 hours

3rd shift (night shift): 16:00 – 23:59 hours

The Terminal Operator reserves the right to change the working time by giving prior advise to the Customer by e-mail.

Gate hours from 08:00 to 24:00 Monday to Friday

Notwithstanding the above, unless otherwise agreed:

21.1.1 on 24 December (Christmas Eve) of each year, all operations will stop at 23:59 hours and recommence 26 December at 00:00 hours;

21.1.2 on 31 December (New Year's Eve) of each year, all operations will stop at 23:59 hours and recommence 2 January at 00:00 hours.

21.1.3 On 30 of each year, all operations will stop at 23:59 hours and recommence 2 May at 00:00 hours.

21.1.4 Easter Day of each year, all operations will stop at 23:59 hours and recommence the next day at 00:00 hours.

21.2 Normal and exceptional working hours

During normal working hours, no supplement applies. During exceptional hours, the Customer will pay a supplement as set out in the tariffs agreed with the Customer, or, in the absence of agreement thereon, the list tariffs applied by the Terminal Operator.

Shift	1st shift (night shift)	2nd shift	3rd shift
Monday until Friday (excl. legal holidays)	Exceptional	Normal	Normal
Saturday (excl. legal holidays)	Exceptional	Exceptional	Exceptional
Sunday (excl. legal holidays)	Exceptional	Exceptional	Exceptional
Legal holidays	Exceptional	Exceptional	Exceptional

22 BERTH WINDOWS

22.1 Calls

For each loop calling the Terminal, the Terminal Operator and the Customer will agree on a scheduled arrival time and a scheduled departure time.

22.2 Slack time

If the Customer Vessel arrives at any time within two hours before or two hours after the Scheduled arrival time, it will be deemed to have arrived on schedule.

23 EXCHANGE OF INFORMATION BETWEEN THE TERMINAL OPERATOR AND THE CUSTOMER / CUSTOMER'S AGENT

Data exchange with the Terminal Operator will be performed according to the following Electronic Data Interchange (EDI) standards:

EXPORT FLOW (VESSEL RELATED)

Any mode (truck, rail) → Vessel:

Data exchange flow	EDI message	Sender	Deadline
Booking announcements for Container(s) full in, combination empty out/full in & empty in	COPARN	Customer	
Container delivery confirmation	CODECO	Terminal Operator	
Creation of load orders	COPRAR	Customer	
Vessel load list	COARRI	Terminal Operator	
Departure bayplan	BAPLIE	Terminal Operator	

IMPORT FLOW (VESSEL RELATED)

Vessel → Any mode (truck, rail):

Data exchange flow	EDI message	Sender	Deadline
Creation of discharge orders: COPRAR discharge (including next mode of transport information), alternatively based on arrival bay plan	COPRAR (BAPLIE)	Customer	
Vessel discharge list	COARRI	Terminal Operator	
Order release for Container(s) full out	COREOR	Customer	
Booking announcements for empty out	COPARN	Customer	
Container delivery information	CODECO	Terminal Operator	

TRANSHIPMENT

Data exchange flow	EDI message	Sender	Deadline
Creation of discharge orders: COPRAR discharge (including next mode of transport), alternatively arrival bayplan	COPRAR (BAPLIE)	Customer	
Vessel discharge list	COARRI	Terminal Operator	
Creation of load orders	COPRAR	Customer	
Vessel load list	COARRI	Terminal Operator	

NON VESSEL RELATED VOLUME

Data exchange flow	EDI message	Sender	Deadline
Booking announcements for Container(s) full in, combination empty out/full in & empty in	COPARN	Customer	
Container delivery confirmation	CODECO	Terminal Operator	
Order release for Container(s) full out	COREOR	Customer	
Booking announcements for empty out	COPARN	Customer	
Container delivery confirmation	CODECO	Terminal Operator	

The Container delivery confirmations and Vessel discharge/load lists will be sent by the Terminal Operator via EDI, by CODECO and COARRI respectively. Post operations the Terminal Operator will also provide a departure BAPLIE to the central planner of the Vessel operator.

TIMELY PROVIDING OF INFORMATION

- 23.1** In order to ensure an efficient planning of Container Vessel's operations, the Customer will supply all baplie, pre-stow and IMO planning information (when transmitted via EDI) to the Terminal Operator 24 hours before vessel's arrival.
- 23.2** The Customer will timely supply a long term sailing schedule and a short term sailing schedule. Confirmation of these dates will be given three weeks in advance whilst later changes will be promptly notified to the Terminal Operator, in writing, 18 (eighteen) hours before arrival.
- 23.3** The Customer will supply a load list 24 hours before arrival of the Vessel for weekday arrivals, and by Friday 12.00 hours for weekend arrivals. Only minor corrections to the load list may be made after its submission.
- 23.4** The Customer will supply information for stowage planning, completing stowage planning, preparing information and reporting 18 hours prior to the Vessel's arrival.
- 23.5** The Customer will give the Terminal Operator the necessary information concerning tight transshipment connection Containers from an incoming Vessel to an outgoing Vessel 12 hours before the incoming Vessel's arrival.
- 23.6** The Customer will provide the necessary information concerning empty Containers to be loaded on board the Customer's Vessels 24 hours before the Customer Vessel's arrival for weekday arrivals, and by Friday 12.00 hours for weekend arrivals. This will allow the Terminal Operator to perform the desired picking and pre-stacking of the empty equipment. If not loaded, the extra costs per Container for restacking will be for account of the Customer.
- 23.7** For import Containers, the Customer will strive to the maximum to give the information concerning expected next modus of transport.
- 23.8** Modifications of the scheduled operations upon request of the Customer will only be effected during shift changes or meal breaks, provided the modifications have no impact on expected productivity or will not result in inadequate manning of lashing gang(s) ordered previously. (lashers idle or shortage of lashers).
- 23.9** At all times, the Customer will be contactable. If the Terminal Operator is not able to contact the Customer or its Agent, the Terminal Operator is entitled to take the measures it sees fit in order to safeguard the interests of the Terminal. In these cases, the Terminal Operator will act like a good housefather and will thus not be liable for those measures taken.

24 SHIP'S HUSBANDRY

- 24.1** The Terminal Operator will permit the Customer to load and discharge the Customer Vessel's stores and bunkers, and allow the equipment alongside to accomplish this, however, in accordance with the Terminal Operator's security and safety regulations.

- 24.2** Free and safe access to the Customer Vessel, including defined routes for husbandry vehicles and pedestrians such as crew and their family, is to be given while the vessel is at the Berth in accordance with the Terminal Operator's security and safety regulations.

25 DELIVERY OF CONTAINERS AT THE TERMINAL

- 25.1** The Customer will deliver FCL Containers at the Terminal not later than 3 hours before Customer Vessel's scheduled departure time or any other time mutually agreed to. (Saturdays / Sundays / Public holidays excluded).
- 25.2** The Terminal Operator will not be liable for idle time and/or reduced productivity incurred by acceptance of late arrivals. More specifically, the delivery of Containers at the Terminal will fit within the framework as described below:
- 25.2.1** delivery by truck/rail: not later than 12 hours before Customer Vessel's loading operations start;
- 25.2.2** delivery of refrigerated Cargo: 12 hours before Customer Vessel's loading operations start;
- 25.2.3** delivery of Dangerous Goods: according to Port Regulations (IMO);
- 25.2.4** delivery of highly sensitive Cargo: preferably only in direct transshipment;
- 25.2.5** All the above mentioned must be in accordance with (amongst other things) the specific booking reference requirements and CTPAT/ISPS regulations.
- 25.3** Fumigated Containers must be gas free at the time of loading/discharging.

26 BERTH OCCUPANCY

- 26.1** The Customer will arrange that the Vessels will not occupy the berth longer than necessary for loading/discharge/re-stow/lashing and the usual process of the Customer Vessel clearing the berth. Any shifting costs associated with this are for the account of the Customer. However, the Terminal Operator will accept the initial sailing schedule of the Customer dated dd.mm.yy as the sailing schedule and allow the Vessel to stay on the Terminal as per scheduled arrival / departure.
- 26.2** If the Customer judges it indispensable that the Customer Vessel remains alongside longer than necessary and – or scheduled, it must notify the Terminal Operator accordingly. The Terminal Operator may accept or reject such a request. If accepted, the Customer will compensate the Terminal Operator for any extra expenses that might be incurred. These extra expenses will be determined on a case by case basis.

27 SHIPS OPERATIONS

On board the Customer Vessel, the Customer will see to it that:

- 27.1** Sufficient light is provided;
- 27.2** In the case of Mc-Gregor hatches, the hatches must be opened in time and the pontoons are secured. All cell guides must be in good order and thoroughly secured;
- 27.3** Pontoons are connected/disconnected in time;
- 27.4** Sufficient and well maintained lashing material is at hand; lashing material to be compliant to safety regulations;
- 27.5** Safe access and safe working zones are guaranteed by the Customer on board the Customer Vessel. If not, the Terminal Operator may cancel or stop all activities on board the Customer Vessel.