

Abu Dhabi Ports Operating Company – Abu Dhabi Terminals PJSC

Khalifa Port Container Terminal Terms and Conditions of Use and Tariffs

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A GENERAL

- 1** The Terminal's geographic coordinates and opening hours for the administration offices are as published on the ADT website, from time to time. The administration offices are closed on Fridays, Saturdays and public holidays.
- 2** Services at the Khalifa Port Container Terminal shall be made available to Terminal Users twenty four (24) hours a day, seven (7) days a week throughout the year.
- 3** These Terms and Conditions shall apply on and after the Effective Date to every Agreement entered into and to the provision of all Services by ADT at the Khalifa Port Container Terminal to a Terminal User.
- 4** Use of the Khalifa Port Container Terminal by a Terminal User shall be deemed to constitute notice of and agreement to these Terms and Conditions.
- 5** ADT may amend or vary these Terms and Conditions from time to time and in such manner and in such respects as ADT may consider desirable.
- 6** These Terms and Conditions shall prevail over and apply to the exclusion of any terms and conditions or tariffs proposed by a Terminal User (whether in writing or otherwise) any terms implied by trade, custom or practice unless specifically agreed to in writing by ADT.
- 7** The use of the Khalifa Port Container Terminal and these Terms and Conditions shall be governed in all respects by the laws of the Emirate of Abu Dhabi, United Arab Emirates.

B SERVICES

- 1** ADT reserves the right to control and perform the Services in relation to all Cargo moving over its facilities at the Terminal and may choose to refuse to provide storage or handling of Cargo which has not been transported, nor intended to be transported by water to or from the Terminal.
- 2** ADT agrees to provide Services to Terminal Users subject to the reasonable capacity of the Port, the Terminal, its equipment and other resources and otherwise in accordance with any Agreement on these Terms and Conditions in consideration of the payment of the Tariffs by a Terminal User.

C TERMS AND CONDITIONS RELATING TO CARGO

Payment Arrangements

- 1** ADT shall not permit Cargo to be received or delivered at the Terminal, unless a Terminal User has established approved payment arrangements (either cash or credit) with the ADT Finance Department.

Provision of Information

- 2** Not less than forty eight (48) hours before the estimated time of arrival of a Vessel at the Terminal, a Terminal User shall supply to the Port Authority and ADT the information required by the Transport Regulations or as otherwise required from time to time by ADT or the Port Authority in respect of the Vessel and Cargo. The particulars shall include, but shall not be limited to Hazardous Cargo information.

Vessel Arrival

- 3** A Terminal User is solely liable to comply with any Agreement, the Port Rules, these Terms and Conditions, the Port Procedures and all other Legal Requirements with respect to a Vessel, Cargo and/or use of the Khalifa Port Container Terminal or the Port.
- 4** ADT agrees to provide Services to Terminal Users subject to the reasonable capacity of the Port, the Terminal, its equipment and other resources and otherwise in accordance with any Agreement on these Terms and Conditions in consideration of the payment of the Tariffs by a Terminal User.
- 5** ADT shall notify the Port Authority and the Vessel's representative that ADT is ready to receive the Vessel as soon as practicable. ADT shall notify the Port Authority and the Vessel's representative of the berth number in the Khalifa Port Container Terminal at which it requires the Vessel to berth.
- 6** A Vessel approaching, leaving and whilst lying alongside a berth remains at the sole risk and is the responsibility of a Terminal User.

Vessels at the Terminal

- 7** Subject to the Port Rules, ADT reserves the right to require a Vessel to vacate its allocated berth on completion of discharging, Loading or in special circumstances including, but not limited to, construction within the Terminal and as required due to operational constraints and/or other requirements.
- 8** Subject to the Port Rules, ADT may take any action it deems necessary acting in accordance with the standards of a reasonable and prudent terminal operator in the case of an emergency affecting the Terminal or its facilities (or the operation of any of these) where ADT considers immediate action is required to safeguard life or property or prevent pollution or otherwise comply with any Legal Requirements. Without limitation, ADT shall have the right to require the removal of any Vessel from a berth to another or to anchorage or out of the Port water limit boundaries.

- 9 A failure or refusal of a Vessel to move or to vacate a berth shall constitute a breach of the Terms and Conditions entitling ADT, subject to the Port Rules, to require the removal of the Vessel, from the area in which it is anchored or from the berth. The Vessel, its owners, agents, and operators shall be liable for all Losses that may be incurred by ADT in having the Vessel removed.

Acceptance of Cargo

- 10 Cargo delivered from or to a Terminal User shall be brought for acceptance to, or received from, such area within the Terminal or other place adjacent to the Terminal, as may be designated from time to time by ADT.
- 11 Prior to the presentation for acceptance to ADT of any Cargo, a Terminal User shall supply to ADT such particulars of the Cargo as required by the Port Rules or Port Procedures or as may be requested by ADT. ADT is not obliged to receive or deliver Cargo unless all required documentation has been provided. ADT is entitled to rely upon such particulars of the Cargo as are furnished by a Terminal User. Any Losses resulting from the inaccuracy of, or omission from, such particulars given by or on behalf of a Terminal User shall be a Terminal User's responsibility.
- 12 ADT's responsibility to provide Services to a Terminal User for Cargo shall commence only when the Cargo has been delivered to the area designated as referred to in Article C10 above and notice of acceptance has been duly given by ADT.
- 13 In respect of any Cargo, a Terminal User shall ensure that all values and other particulars supplied to ADT for Customs or other purposes and all necessary Customs permits are complete and accurate and, where appropriate, are valid and in full force and effect.
- 14 ADT will not accept Cargo for handling until ADT is satisfied that adequate space reservation arrangements have been made for the onward carriage of Cargo within a period of time acceptable to ADT.
- 15 ADT reserves the right to refuse to load or discharge Vessels and to receive or handle Cargo not complying with any Agreement, the Port Rules, these Terms and Conditions, the Port Procedures or any other Legal Requirement.
- 16 Hazardous Cargo will only be received at the Terminal by advance arrangement with ADT. ADT reserves the right to refuse to handle any Cargo or provide storage which, in its judgment, is likely to harm human health, or damage another Cargo or property. The handling of Hazardous Cargo will be governed by the Port Rules, Port Procedures, the International Maritime Dangerous Goods Code, IMO Guidance and any other Legal Requirements on the management of hazardous materials in the Emirate of Abu Dhabi and the United Arab Emirates.
- 17 ADT may destroy any Cargo or return it to its port of loading where it determines that it is likely to rot, spoil or otherwise perish or pose a threat to the health of persons or present a hygiene risk or danger to the Khalifa Port Container Terminal, or its safety or security or to the environment. All costs incurred by ADT in undertaking any action under this Article shall be to the account of the Vessel that carried the Cargo or its owners, Agents or operators.

- 18** When any Cargo is accepted for handling or storage, any and all Losses, including fumigation costs incurred by ADT attributable to or because of infestation shall be for the account of the Vessel that carried the Cargo or its owners, Agents or operators.
- 19** A Terminal User shall appoint an Agent in the Khalifa Port Container Terminal. ADT shall be entitled at any time and from time to time, to act upon any instruction, request, notice or other communication from the Agent without prior reference to a Terminal User and to receive from and to pay to the Agent any sums due (including any rebate).

Cargo Condition

- 20** In respect of any Cargo a Terminal User shall ensure that:
- a) All particulars supplied by a Terminal User relating to the Cargo are accurate;
 - b) All Containers are properly packed and labeled and the contents are properly stowed and secured.
 - c) All Containers are weatherproof and otherwise fit for their intended purposes and in a fit and proper condition to be handled or otherwise dealt with in the normal course of business by the equipment and operating procedures usually employed at the Khalifa Port Container Terminal;
 - d) All Containers comply with Legal Requirements.
 - e) All Refrigerated Containers have been properly set at + or - 5 degrees Fahrenheit of its booked/set temperature.
- 21** ADT shall not be responsible for inspecting any Cargo for damage or for reporting any damage to a Terminal User but shall use reasonable endeavors to refer any apparent damage to Cargo to a Terminal User and to take any appropriate step necessary to protect the Cargo noted to be damaged. If ADT gives notice to a Terminal User of damage to Cargo a Terminal User shall be entitled, within seven (7) days of such notice being dispatched, to inform ADT in writing that an inspection of the relevant items is required. ADT will then permit a Terminal User or its duly appointed agents upon reasonable notice to inspect the Cargo at a place designated by ADT.
- 22** Any questions or claim regarding the condition of any Cargo must be submitted in writing to ADT within thirty (30) days of any notice submitted to a Terminal User by ADT under Article C21 or within 7 days after the Cargo leaves the Terminal, whichever date is the earlier. A signed document, optical character recognition image or other acknowledgment signed by a Terminal User by written or electronic means, evidencing that a Cargo is received without protest of condition shall be conclusive evidence that the Cargo is in the condition as shipped from its port of origin and that a Terminal User discharges ADT from all liability for loss or damage to the Cargo.
- 23** ADT may refuse to load damaged Cargo or Containers. ADT reserves the right to move to another location and/or inspect any Cargo or Containers, which in its judgment is likely to damage other Cargo or property, at the risk and expense of the owner or Agent of the Cargo or Container or Vessel.

- 24** ADT has no obligation to check and report upon the temperature of Refrigerated Containers stored at the Khalifa Port Container Terminal unless written prior specific arrangements are made by a Terminal User with ADT.
- 25** Declared valuable Cargo that may be subject to theft or deterioration, may, at the option of ADT, be sent to secure storage at the expense and risk of the owner, Agent or consignee.
- 26** A Terminal User will be responsible for ensuring that Hazardous Cargo is packaged, marked, signed, handled, stowed and shipped in strict compliance with any Agreement, the Port Rules, Port Procedures, the International Maritime Dangerous Goods Code and any other Legal Requirements on the management of hazardous materials in the Emirate of Abu Dhabi.
- 27** The Vessel that carried the Cargo or its owners, Agents and operators and the Cargo owner(s) shall be liable for any damage, death, personal injury, pollution, infestation, environmental damage or any other Losses caused by any Hazardous Cargo or as a result of any Hazardous Cargo otherwise not being in compliance with the requirements of Article C26.
- 28** In the event a Vessel owner or Agent or operator requests that ADT move a damaged Container or other receptacle, the Vessel owner or Agent or operator shall submit a written request to ADT describing the Container or other receptacle it wishes ADT to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the Container or other receptacle pending repair or transshipment.
- 29** ADT may sell or destroy Cargo or return it to its port of loading, at the cost of the Vessel that carried the Cargo, or its owners or Agents where the Cargo has been seized or detained or where the owner of the Cargo is unknown or where the Cargo has been abandoned or the Cargo otherwise remains unclaimed for a period of more than:
- a) One month for Refrigerated Containerised Cargo; and
 - b) Three months for all other Containerised Cargo.
- 30** These Terms and Conditions are not applicable to Containers loaded in excess of their rated capacity. ADT will not permit its equipment, including its Container cranes to be used in any way to lift, move or transport a Container or other receptacle which is loaded in excess of the Container's or receptacles rated capacity. Should ADT's equipment or crane be used to lift, move or transport a Container or other receptacle which is loaded in excess of the rated capacity, the party or parties, causing such unauthorized use shall be held liable for all resulting Losses, damages or accidents .

Stripping of Containers and Movement of Cargo

- 31** If ADT carries out an instruction to open the doors of a Container or to unpack a Container for any purpose, this shall be at the sole risk of a Terminal User and ADT shall not be responsible or liable in any way for any deterioration of the contents of the Container or for contamination to other Cargo by reason of such deterioration. A Terminal User shall ensure compliance with rules and regulations for opening and unpacking of any Container. ADT may (but shall be under no obligation so to do) close, reconnect, or connect to a power supply (in

the case of a Refrigerated Container), repack or otherwise deal with any such Container and/or its contents at the sole cost and expense of a Terminal User.

- 32** When, in ADT's sole opinion, there are any circumstances which will or may prevent or hinder the safe handling, storage, Loading, Unloading or transport of any Cargo, ADT may, in its sole discretion, refuse to handle the same and shall give notice of such refusal to a Terminal User. The recipient of such notice will immediately remove or procure the removal of the Cargo from the Khalifa Port Container Terminal at its own risk and expense.
- 33** Only Transport Vehicle companies, Transport Vehicles and Transport Vehicle drivers properly registered and licensed in accordance with the Port Rules and Trucking Procedures will be allowed entry to the Terminal and be serviced by ADT. Equipment used for truck Loading and Unloading will be furnished exclusively by ADT; no lift trucks, cranes, etc., other than those supplied by ADT, will be permitted on the Khalifa Port Container Terminal.
- 34** Transport Vehicle Loading and Unloading shall be performed solely by ADT. Transport Vehicle companies, Transport Vehicles and Transport Vehicle drivers shall comply with the Trucking Procedures as a condition of entry to the Khalifa Port Container Terminal.
- 35** ADT undertakes no responsibility to inspect any Transport Vehicles for damage or to report any damage to a Terminal User but will use reasonable endeavours to refer any apparent damage to a Terminal User and to take any appropriate step necessary to protect any Cargo where damage is noted.
- 36** ADT shall permit a Terminal User to bring trucks alongside Vessels and to load and discharge Vessel stores at such times as may be agreed and shall allow access to the Terminal to personnel to proceed on board a Vessel for the purpose of carrying out repairs, subject to a Terminal User's compliance with the Port Rules and Port Procedures and Customs rules and regulations. ADT will not be responsible or liable in any way for any Losses arising in any way to any person or property granted access in accordance with this Article.
- 37** ADT will not permit storage of damaged, abandoned, mis-delivered, or unidentified Containers or other receptacles or equipment at the Terminal. Where ADT is aware of such, the Vessel owner or Agent or operator shall be notified that it has damaged, abandoned, mis-delivered, or unidentified Containers or other receptacles or equipment at the Terminal and shall have three(3) calendar days free time in order to repair or remove such from the Terminal failing which ADT shall have the Container or other receptacle or equipment removed from the Khalifa Port Container Terminal at the cost of the Vessel operator/owner or its Agents.

D GENERAL TERMS AND CONDITIONS

Compliance

- 1** Terminal Users shall comply with all Legal Requirements, including but not limited to those of Customs, Port Rules and Port Procedures and will be liable for their non-compliance with same. Without limitation all Terminal Users have a duty to comply with all messages, directives, holds, and/or permits from Customs or any other Authority relating to the examination, Loading, Unloading, delivery, and release of Cargo, and shall not rely on ADT or information systems with respect to any such messages, directives, holds and/or permits.
- 2** Nothing in these Terms and Conditions will limit a Terminal User's responsibility for:
 - a) Compliance, and to ensure compliance of its employees, agents, contractors and invitees with its health and safety obligations under the Transport Regulations, HSSE Policies and any other Legal Requirements;
 - b) An owner's or Master's safe navigation and proper management of the Vessel including, Port entry requirement compliance, her stowage, trim and stability and the operations of berthing, mooring, unmooring and un-berthing and compliance under the Transport Regulations, Port Rules, Port Procedures, ISPS Code and Conventions.

Subcontracting

- 3** ADT may sub-contract any of the Services or any part thereof.

Tariffs

- 4** Tariffs shall apply in respect of all Cargo moving over the Terminal or its facilities and to all Terminal Users. Tariffs may be assessed and collected by ADT on Cargo delivered to or received from water, rail, or Transport Vehicle shall be in addition to rates for transportation to or from the Terminal. The Tariffs are specified in the Schedule.

Payment Terms

- 5** Invoices rendered for Services are due on presentation.
- 6** All Tariffs shall be paid in full without reduction or deferment on account of any claim, counter claim or set off.
- 7** ADT may at its sole discretion, estimate and collect in advance all charges which accrue against Cargo or a Vessel's use of the Terminal. Permission to sail and/or use of the Terminal's Facilities may be denied until such advance charges have been paid.
- 8** ADT may require a guarantee to be deposited by the owner or Agent of a Vessel, or by the owner of Cargo prior to the provision of a Service.
- 9** Failure to pay a due invoice within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of all Terminal Facilities until all outstanding charges have been paid. Invoices not paid within

thirty (30) days will attract interest on the outstanding amount at 5% plus six months EIBOR compounded on a monthly basis. After sixty (60) days, legal action may be instituted against the defaulter. The defaulter shall pay all ADT's legal and court costs in pursuing and enforcing any claim. ADT reserves the right to apply any payment received against the oldest outstanding invoices.

- 10** Questions regarding the validity of invoices must be submitted in writing to ADT within fifteen (15) days after the presentation of the invoice. Invoices not questioned within this fifteen (15) day period will be considered valid and ADT shall be discharged from all liability for loss or damage unless a legal action is commenced within sixty days from occurrence. However, ADT shall have the right to raise supplementary invoices at a later date for the difference in charges based on any additional information obtained.

Lien on Cargo and Vessels

- 11** ADT shall be entitled to refuse to allow Cargo discharged from a Vessel to leave the Terminal until:

- a) All Tariffs claimed by ADT for the Services rendered whether in relation to that Cargo (wherever performed) or to other Cargo that the Terminal Users have been paid or secured to the satisfaction of ADT; and
- b) Security to the satisfaction of ADT has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Terminal User in relation to that Cargo (whether or not such claims arise in relation to that Cargo or other Cargo of the Terminal User).

- 12** ADT shall not provide a clearance for sailing until:

- a) All Tariffs claimed by ADT for Services and payable by the Terminal User whether in relation to the Vessel (whenever performed) or to other Vessels of the Terminal User have been paid or secured to the satisfaction of ADT; and
- b) Security to the satisfaction of ADT has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Terminal User (whether or not such claims arise in relation to that or another Vessel).

- 13** ADT shall have the absolute right to suspend the provision of any Services for the Terminal User until all amounts payable to ADT by such Terminal User have been paid in full. Where such a right is exercised, charges (including interest) shall continue to accrue until payment in full is made.

Warranties

- 14** The Terminal User hereby represents, warrants and undertakes to ADT that:

- a) It is validly existing and in good standing under the laws of the place of its incorporation; and
- b) It has full power and capacity to carry on its business and to be bound by these Terms and Conditions.

Liability of the Terminal User

15 Each Terminal User shall be responsible for:

- a) Death or personal injury;
- b) All damage to ADT and Port Authority infrastructure, including without limitation the quay walls, berths and all other works of civil construction, building and other structures together with conduits, pipes and ducts;
- c) All damage to ADT, the Port Authority and third party property including without limitation, Containers, Cargo, equipment, Vessels and Transport Vehicles; and
- d) All pollution and/or contamination damages; incurred during or arising from berthing or un-berthing or otherwise from a Terminal User's operation of its business or undertaking of any activity at the Khalifa Port Container Terminal or the Port.

incurred during or arising from berthing or un-berthing or otherwise from a Terminal User's operation of its business at the Terminal or the Port.

16 ADT reserves the right to repair, replace, or contract for the same, or otherwise cause to be repaired or replaced, any and all damages to the infrastructure and property described in Article D15 above, and a Terminal User shall be held liable for any Losses incurred by ADT in so doing.

17 ADT reserves the right to remove pollution and/or contamination from the Terminal, and any Vessel or vehicle that has or may have caused such pollution and/or contamination, or contract for the same, or otherwise cause to be removed, any and all pollution and/or contamination and the polluter, their Transport Vehicles, Vessels, etc., their owners, Agents and operators or any other party or parties that may be in any way considered responsible for the damage shall be held liable for any Losses incurred by ADT in so doing.

18 ADT may detain any vehicle (including Transport Vehicle) or require the detention of any Vessel that it may consider responsible for any damage referred to in Article D15 above until sufficient security has been given to cover all ADT's Losses.

Liability of ADT

19 ADT shall not be liable for:

- a) Damage sustained or caused to Cargo arising as a result of the provision of Services;
- b) Damage or loss sustained to Cargo remaining in the Terminal or in storage stacks at any time;
- c) Death or personal injury, damages or delays caused by Terminal equipment, including but not limited to cranes, container or straddle carriers and/or the operators of such equipment; or

- d) Other Losses incurred by Terminal Users, including but not limited to those arising from a Force Majeure Event, theft, terrorism and unauthorized persons gaining access to any Vessel or the property of any Terminal User.

20 ADT shall not under any circumstances be liable to a Terminal User for any indirect, consequential or special damages of any type or nature whatsoever.

Bills of Lading

21 Notwithstanding the provisions set out in Article D19, ADT will have the benefit of the provisions of any bill of lading or other contract of carriage and exclusions from and any limitation of liability provided therein and ADT hereby accepts such benefit. Where any Cargo is received at or delivered from ADT operations areas prior to the establishment of a bill of lading or other contract of carriage, the benefit of the intended bill of lading or contract of carriage will apply in all respects and will bind all persons interested in the Cargo as though such bill of lading or contract of carriage had then been established.

22 ADT authorizes, empowers and directs the Terminal User to act, and the Terminal User hereby agrees to act, as ADT's trustee and/or agent for the limited purpose only to stipulate for ADT to have as against other persons/parties the benefit of all exceptions, exemptions, or limitations of liability as may benefit the Terminal User in all bills of lading or other transport documents, evidencing contracts of carriage, entered into by the Terminal User in respect of cargo and its carriage and handling.

Claims

23 Any claims for loss, damage, expense, accident or injury must be submitted in writing to ADT immediately upon discovery, and in no event more than thirty days (30) from occurrence. Lack of timely notification shall be cause for denial of any such claims. In any event, ADT shall be discharged from all liability for loss or damage unless suit is brought within sixty days (60) from occurrence. If no such notice is given within the above periods any claim will be deemed waived and absolutely barred.

Indemnity

24 Each Terminal User shall defend, indemnify and hold harmless ADT, its officers, employees, agents and contractors from and against all Losses that may be incurred by ADT incidental to or resulting from:

- a) A Terminal User's operation of its business or undertaking of any activity at the Terminal, including without limitation those Losses arising from death or personal injury, or damage or destruction of infrastructure, property, equipment and facilities;
- b) A Terminal User's use of the Terminal, the Services and Terminal infrastructure, property, equipment and facilities, including without limitation those Losses arising from death or personal injury, damage or destruction of property, infrastructure equipment and facilities;
- c) Non-compliance with these Terms and Conditions by a Terminal User, its employees, or agents or contractors;

- d) ADT's exercise of its rights under these Terms and Conditions as a result of a Terminal User's default and/or non-compliance with these Terms and Conditions.

Information

- 25** Vessels, their Masters, owners and Agents shall be required to permit ADT access to cargo manifests, loading or discharge lists, rail carrier or Transport Vehicle carrier freight bills or other relevant documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.
- 26** Requests, complaints, and enquiries on matters relating to Tariffs or Terms and Conditions incorporated in the Tariff should be addressed to the ADT Commercial Department.

Insurance

- 27** All Cargo at or on the Terminal jurisdiction is the sole responsibility of the Terminal User in every respect and shall at all times remain at the entire risk of the Terminal User.
- 28** ADT is under no obligation to maintain insurance of Cargo. Each Terminal User shall (and shall ensure that its Agents and contractors shall) take out and maintain adequate insurances to cover its Cargo, Vessels and other property and the operation of its business at the Khalifa Port Container Terminal, including without limitation, as appropriate:
- a) Hull and machinery and P&I Insurance in respect of its Vessels, the latter from a Club being a member of the international group of P&I Clubs, together with insurances to cover its liabilities under these Terms and Conditions;
 - b) Employers Compensation; and
 - c) Third Party Liability.
- 29** If so requested, a Terminal User shall provide ADT with a copy certificate of insurances confirming compliance with Article D28. Such request or absence of such a request shall in no way be construed as waiving a Terminal User's obligations to arrange insurance required by law or under Article D28.
- 30** Any deficiencies in the cover or policy limits of insurances of a Terminal User's Agents or contractors shall be the sole responsibility of a Terminal User.

E DEFINITIONS AND INTERPRETATION

Definitions and Interpretation

In these Terms and Conditions of Use and Tariffs the words defined below have the following meanings, as the context provides. Defined terms are further referred to or identified throughout the Terms and Conditions of Use and Tariffs by the capitalization of the initial letter of a word or phrase.

ADT means Abu Dhabi Ports Operating Company - Abu Dhabi Terminals PJSC and its officers, employees, agents or contractors, as the context permits.

ADT Commercial Department means the commercial department of ADT.

ADT Finance Department means the finance department of ADT.

ADT Operations Department means the operations department of ADT.

Agent means any person mandated to supply information and act on behalf of the owner or operator of the Vessel for the purposes of these Terms and Conditions of Use and Tariffs.

Agreement means any agreement or contract entered into by ADT with a Terminal User.

Authority means the federal government of the United Arab Emirates, the government of the Emirate of Abu Dhabi or any ministry, department or political subdivision thereof, and any person under the direct or indirect control of any such government exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other governmental entity, instrumentality, agency, authority, corporation, committee or any independent regulatory authority, in each case within the Emirate of Abu Dhabi or the United Arab Emirates, and any successor to or any assignee of any of the foregoing.

Cargo means goods or articles of any kind whatsoever, transported or to be transported in a Container, Non-Standard Container or Out of Gauge Container.

Cargo Cut-off time is the latest time in which the cargo can be accepted by ADT in order to be loaded on a particular Vessel for a particular voyage.

Container means a standard International Shipping Organization seaworthy container of 20', 40' or 45' feet in length, including any component thereof.

Conventions means the conventions relevant to ports or shipping issued by the International Maritime Organization, the International Labor Organization or the regional conventions related to shipping or the protection of the environment.

Customs means the Abu Dhabi Customs Department.

Direct Delivery means cargo which is delivered to or received from the Terminal User directly at the quayside.

DOT means the Abu Dhabi Department of Transport.

Effective Date means 1st January 2016.

Force Majeure Event means any act of God, act of public enemies, war, warlike acts, terrorism, restraint or direction of governments, ruler or peoples of any nation, restraint or direction from an Authority regarding emergency response, riots, strikes, lockouts, insurrections, civil commotion, civil disobedience, floods, fire, restrictions due to quarantines, epidemics, storms or any other causes beyond the reasonable control of ADT.

Harbour Master means the harbour master appointed by the Port Authority for the Port pursuant to the Transport Regulations.

Hazardous Cargo means Cargo of any kind classified by the International Maritime Organization as hazardous cargo and shall include "dangerous goods" as defined in the International Maritime Dangerous Goods Code.

HSSE Policies means ADT policies and procedures in relation to security, occupational safety, health and the environment, as amended or replaced from time to time.

International Maritime Dangerous Goods Code means the International Maritime Dangerous Goods Code published by the International Maritime Organization.

ISPS Code means the IMO's International Ship and Port Facility Security Code, 2002 as amended from time to time and including chapter X1-2 of SOLAS Convention.

Khalifa Port Container Terminal or **Terminal** means the terminal facilities managed and operated by ADT located at the Port.

Lay By means any Vessel in berth at the Khalifa Port Container Terminal for any purpose other than for receipt of Services, shelter from extreme weather or for urgent medical reasons related to the health of a crew member or passenger.

Legal Requirements means, insofar as they may apply to a Terminal User all international, local or federal laws and Conventions and all regulations, orders, codes of practice or delegated or subordinate legislation and any building or health and safety codes of practice so enacted or issued or which are customarily used in the UAE made thereunder and the regulations, requirements and bye-laws of the DOT or Port Authority or Customs or any other Authority.

Loading and Unloading means the activity of Loading and discharging of Container/Cargo , as the case may be between any place at the Terminal, trucks, Vessels, barges or any other means of conveyance to and from the terminal.

Losses mean losses, claims, demands, fines, penalties, suits, actions, damages, interest, court costs and legal fees.

Master means a master of a Vessel.

Master's Report means the Master's report required to be completed by a Master under the Transport Regulations or as otherwise approved by the DOT or Authority.

Non-Standard Container means a Container accepted for transport/carriage on a Vessel which cannot be handled by means of normal use of container spreader, even with special attachments.

Open/Covered Storage and/or Container Yard mean those storage areas at the Khalifa Port Container Terminal where Containers may be held in custody of the ADT, as instructed by the owner or Agent.

Out of Gauge Container means a Container that must be handled with the use of special attachments to the spreader.

Point of Rest means the area at the Terminal assigned for the receipt of inbound Cargo from a Vessel and from which inbound Cargo may be delivered to the Consignee's Agent or loaded on a Vessel in the case of transshipment and that area which is assigned for the receipt of outbound Cargo from Shipper's Agent for Loading onboard a Vessel.

Port Authority means the Abu Dhabi Port Company PJSC or a port authority designated by DOT.

Port means Khalifa Port, Emirate of Abu Dhabi, United Arab Emirates.

Port Procedures means the policies and procedures specified by ADT relating to the entry and exit of Vessels and persons to the Terminal and the handling of Cargo at the Port Terminal, including the HSSE Policies and Trucking Procedures, as may be amended from time to time.

Port Rules means the Transport Regulations and any other Legal Requirements of DOT or the Port Authority relating to the entry and exit of Vessels and persons to Port and the handling of Cargo at the Terminal.

Refrigerated Container means a Container suitable for the transport and stacking of Cargo which must be kept in a refrigerated environment to maintain the condition of the Cargo.

RFID Tag means a radio frequency identification tag.

Services means any service or operation of whatsoever nature performed or provided by ADT to a Terminal User, including without limitation container handling services, stevedoring, stuffing and stripping landing and consolidation of Containers and Transport Vehicle Loading and Unloading.

Stevedoring means the physical handling of Cargo onboard a Vessel for Loading or Unloading purposes from or to the Vessel's hook or point of discharge or load and includes the supervision and management of such.

Tariffs means the charges for Services as more particularly set out in the schedule hereto together with any other tariff or charge approved by DOT for Services provided at the Port Terminal, as amended from time to time and published by ADT.

Terminal Facilities means one or more of the Container or other Terminal facilities for the Services.

Terminal User means any user of the Khalifa Port Container Terminal or Terminal Facilities, including without limitation, where used in relation to:

- a) Cargo, the owner, consignor, shipper, consignee, maintenance and repair companies, receiver or other person in charge of the Cargo or other respective agents (other than ADT) in relation thereto;
- b) A Vessel, the owner or any part owner, charterer, Master or other person in charge of the Vessel, disponent owner, consignee, mortgagee in possession, crew, passengers or agents;
- c) Any road or rail vehicles, the owner, agent, operator, driver or other person in charge of the vehicle, and their employees, contractors and invitees and contractors.

And their employees, contractors and invitees.

Terms and Conditions means these Khalifa Port Container Terminal Terms and Conditions of Use and Tariffs as may be amended from time to time in accordance with their terms.

Ton unless otherwise specified shall be regarded as "Freight Tons" and shall be determined by a weight Tonne of 1,000 kilos or a measurement of one cubic meter whichever is greater.

Transport Regulations means the Maritime Sector Transport Regulations (General and Port Operations) Second Edition – October 2010 issued by the Department, as amended from time to time.

Transport Vehicle means any road vehicle (including articulated vehicles, trailers and components thereof, including without limitation any twist lock or other mechanism used to secure loads) used for the carriage of Cargo in the Khalifa Port Container Terminal intended for Loading or Unloading in a Vessel or designated storage area.

Transshipment Cargo or **Transshipment Container** means cargo landed from a Vessel and placed in the custody, care or control of ADT for the purpose of shipment on another Vessel.

Trucking Procedures means the ADT procedures for the entry, exit, Loading and Unloading of Transport Vehicles at the Terminal, as amended from time to time.

Vessel means any kind of water craft or apparatus, including non-displacement craft, WIG craft and seaplanes, used or capable of being used in navigation by water however propelled or moved and also includes any kind of water craft deemed to be so by DOT.

Verified Gross Mass (VGM) means total gross mass of a packed container as obtained by one of the two methods mentioned below:

Method 1: After the container is stuffed and sealed, the shipper may weigh, or have arranged that a third party weighs the container.

Method 2: The shipper or, by arrangement of the shipper, a third party may weigh all packages and cargo items, including the mass of pallets, dunnage and other packing and securing material to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.

Construction

Construction

- a) The headings to Sections, Articles and the Schedule are for ease of reference only and shall not affect the construction thereof.
- b) Unless the context requires otherwise, in this Tariff the singular shall include reference to the plural and vice versa.
- c) Reference herein to any statutory provision includes reference to any consolidation reenactment or modification thereof.
- d) References to sections, articles and schedules are references to section articles and the schedule of these Terms and Conditions unless otherwise stated.
- e) For the purpose of calculating Tariff charges, charges shall be calculated per calendar day or part thereof.

