

**TERMINAL SERVICES
STANDARD TRADING CONDITIONS
("STANDARD CONDITIONS")**

THE USER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE TERMINAL OPERATOR'S LIABILITY AND THOSE WHICH REQUIRE THE USER TO INDEMNIFY THE TERMINAL OPERATOR IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME BEING CLAUSES 错误!未找到引用源。 , 错误!未找到引用源。 **AND** 错误!未找到引用源。

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Agent**" shall have the meaning given to it in Condition 8.1;

"**Berth**" means a safe mooring place along-side the quay used for stevedoring operations;

"**Cargo**" means goods of any kind, size or weight/measurement whatsoever, transported or to be transported in a Container, or an Out of Gauge Container and includes any Non-containerised Cargo carried on a Container Ship;

"**Charges**" shall have the meaning given to it in Condition 9.1;

"**Confidential Information**" means the provisions of these Standard Conditions and all information in any form or medium which is secret or otherwise not publicly available (either in its entirety or in part including the configuration or assembly of its components) including commercial, financial, marketing, or technical information, know-how, trade secrets, business methods and other information in any form or medium whether disclosed orally or in writing, together with any reproductions of such information in any form or medium or any part(s) of this information;

"**Container**" means any full, partly loaded or empty standard ISO container 20', 40', 45' in length, 8' in width and 8'6"/9'6" in height including, but not limited to, dry, flat-rack, open top, artificial 'tween-deck, pallet-wide, platform, reefer and tank containers with ISO recommended lifting arrangements and consistent with the safety requirements of CSC (Convention for Safe Containers), and which can be handled by means of a container spreader;

"**Container Ship**" means a ship fitted for the carriage of Containers, Out of Gauge Containers and/or Non-containerised Cargo whether above or below deck, including all lashing equipment required for the proper securing of Containers on board;

"**Container Terminal**" means the container terminal facilities、 equipments at Yantai international container terminals Ltd.

"Custody" means:

in respect of import Containers (laden or empty) or Non-containerised Cargo: the period which begins when the Container or Non-containerised Cargo is physically lifted off from the Container Ship's deck, hold or from the top of other Containers on the Container Ship and ends when the Container or Non-containerised Cargo is mounted onto the withdrawing truck by the Terminal Operator's cargo handling equipment for delivery to consignee, or if shorter;

in respect of export Containers (laden or empty) or Non-containerised Cargo the period which begins when the Container or Non-containerised Cargo is physically lifted off from the truck by the Terminal Operator's cargo handling equipment for stacking at the container yard of the Container Terminal and ends when the Container or Non-containerised Cargo is laid to rest on the Container Ship's deck, hold or on top of another container on the Container Ship;

in respect of transshipment Containers (laden or empty) or Non-containerised Cargo the period which begins when the Container or Non-containerised Cargo is physically lifted off from one Container Ship's deck, hold or from the top of the Containers on one Container Ship and ends when the Container or Non-containerised Cargo is laid to rest on another Container Ship's deck, hold or on top of another container on another Container Ship;

"EDI" means electronic data interchange between the Parties;

"Health and Safety Rules" means the health and safety rules of the Terminal Operator notified to the User from time to time;

"Liabilities" means any and all costs (including the costs of investigating and defending any claims, court charges, attorney fee), expenses, claims, demands, losses, damages, liabilities, orders, awards, fines, penalties, proceedings and judgments of whatsoever nature;

"Non-containerised Cargo" means Cargo not contained in a Container, accepted for transport/carriage on a Container Ship which cannot be handled by means of normal use of a container spreader even with special attachments;

"Out of Gauge Container" means a Container where Cargo protrudes beyond the standard dimensions of the Container which must be handled with the use of special attachments to a container spreader;

"Port Act" means see Implementation Manual

"SDR" means Special Drawing Rights as defined by the International Monetary Fund;

"Services" means any services that are provided by or arranged by the Terminal Operator, including without limitation the handling of Containers and Cargo ;

"Tariff" means the Terminal Operator's tariff of charges;

"Terminal Operator" means Yantai international container terminals Ltd.;

"TEU" means twenty feet equivalent unit and in calculating TEUs, a 20' Container comprises one (1) TEU and a 40' and a 45' Container each comprises two (2) TEUs respectively;

"User" means (i) any person who receives or benefits from the Services, including, without limitation, the owner of, charterer (of whatsoever nature) of, or any other person who is or may become interested in a

Container Ship calling at the Container Terminal, the Container Ship's master and any person who has control of the operation of such Container Ship, the owner or any other person who is or may become interested in the Cargo; (ii) the owner, or any other person who is or may become interested in, the Containers, or in any plant, machinery, package, case, pallet; (iii) the owner, or any other person who is or may become interested in, any road or rail vehicle which enters the Container Terminal; and (iv) any person who drives or operates such vehicle and any person who uses and/or enters the Container Terminal.

"Vessel" means any Container Ship fitted for the carriage of Containers, Out of Gauge Containers and/or Non-containerised Cargo whether above or below deck, including all lashing equipment required for the proper securing of Containers on board or any vessel owned, chartered, operated, or leased by the User availing of Terminal Operator's services.

1.2 PORT ACT

If the Port Act is compulsorily applicable to any Services, these Standard Conditions shall as regards such Services be read subject to the Port Act and nothing in these Standard Conditions shall be construed as a surrender by the Terminal Operator of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under the Port Act. If any part of these Standard Conditions contravenes the Port Act to any extent, such part shall as regards such Services be void to that extent and no further.

1.3 In these Standard Conditions:

- 1.3.1 a statutory provision includes a reference to the statutory provision as modified or re enacted or both from time to time and any subordinate legislation made or other thing done under the statutory provision or under such re-enactment;
- 1.3.2 a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;
- 1.3.3 a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- 1.3.4 the singular includes the plural and vice versa (unless the context otherwise requires);
- 1.3.5 any words following the word "including" shall be interpreted without limitation to the generality of the preceding words;
- 1.3.6 a reference to a Condition, unless the context otherwise requires, is a reference to a clause of these Standard Conditions.

1.4 The headings in these Standard Conditions do not affect their interpretation.

2. SERVICES

2.1 The Terminal Operator will:

- 2.1.1 provide the Services subject to and in accordance with these Standard Conditions;

- 2.1.2 provide the Services using reasonable care and skill;
 - 2.1.3 comply with all laws and regulations in force and applicable to the relevant Services;
 - 2.1.4 obtain all necessary licences and permits required to operate as a terminal operator and provide the Services.
 - 2.1.5 when applicable, use EDI on terms and procedures agreed between the Parties, and when financially practicable keeping pace with the current industry standards;
 - 2.1.6 perform any other services agreed or to be agreed between the Terminal Operator and the User based on Rates in Condition 9, or as otherwise agreed upon in writing.
- 2.2 Subject to specific written instructions given by the User and accepted by the Terminal Operator in writing, the Terminal Operator reserves to itself complete freedom in respect of the means and procedures to be employed in the provision of the Services. The Terminal Operator may deviate from the User's instructions (whether or not accepted by the Terminal Operator) in any respect if the Terminal Operator considers it is necessary in the interest of the User and the User shall reimburse the Terminal Operator with all reasonable expenses incurred thereby.
- 2.3 The Terminal operates [twenty four (24)] hours a day, every day throughout the year.
- 3. SCOPE AND APPLICATION OF THESE STANDARD CONDITIONS**
- 3.1 These Standard Conditions shall apply to:
- 3.1.1 all Services provided to the User;
 - 3.1.2 the use by any User of the Terminal and/or the facilities at the Terminal;
 - 3.1.3 all Vessels which berth at the Terminal;
- and also shall be binding on all Users who receive or benefit from the Services, use and/or enter the Terminal.
- 4. REQUEST FOR A BERTH**
- 4.1 Berths will be provided on a first come first served basis, subject to any berthing arrangements agreed with other users of the Container Terminal.
- 4.2 The User shall give the Terminal Operator notice of its requirement to berth at the Container Terminal at least twenty-four (24) hours before the estimated time of arrival of the Container Ship, and thereafter twelve (12) and six (6) hours notice prior to estimated time of arrival.
- 4.3 If a Container Ship arrives at the Container Terminal within twelve (12) of the agreed time of arrival, the Terminal Operator shall use reasonable endeavours to provide a berth within six (6) hours of the agreed time of arrival.
- 4.4 In respect of each Container Ship, the User shall also give the Terminal Operator all the relevant details of the Containers, Out of Gauge Containers and/or Non-containerised Cargo in respect of which the Services will be required at least twenty-four (24) hours before the estimated time of arrival of the Container Ship (details to include number, type, weight and dimension). The Container Terminal and the User will agree the maximum number of moves required prior to arrival of the Container Ship. Based on the agreed maximum number of moves, the Terminal Operator will allocate the Container Ship a berthing window during which the

Services will be provided (in this Condition "**Berthing Window**"). The User shall procure that the Container Ship shall vacate the berth at the **end** of the Berthing Window.

5. **USER'S OBLIGATIONS AND WARRANTIES**

- 5.1 The User shall provide all the [documents] and information detailed at least twenty-four (24) hours before the estimated time of arrival of the Container Ship.
- 5.2 At all times when a Container Ship is berthed at the Container Terminal, the User shall ensure that the Container Ship:
- 5.2.1 furnishes adequate lighting and safe ingress and egress (for the Terminal Operator's personnel);
 - 5.2.2 maintains appropriately qualified and experienced officers and crew aboard in order to maintain an alert watch and respond to emergencies and to enable the Terminal Operator to provide the Services;
 - 5.2.3 maintains engines in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth;
 - 5.2.4 and its crew members adhere at all times to all Health and Safety Rules;
 - 5.2.5 complies with all applicable laws and legal requirements relating to its crew members, the Cargo, the Containers, their activities and the use of the Container Terminal.
 - 5.2.6 shall not drift away from the Container Terminal while berthing or otherwise; and should this occur, it shall be the sole responsibility of the master of the ship and the User.
- 5.3 The User and the master of the ship shall be in sole charge of the ship while using any of the berths or wharves in the Container Terminal, and her safety shall be the sole responsibility of the User. The User shall be held responsible for any loss and/or damage that may arise from faulty navigation, or by reason of her breaking adrift from her moorings. No instruction or direction given, or act performed by the Terminal Operator or its officers, employees or sub-contractors shall place any responsibility upon the Terminal Operator, with respect to the security or safety of such ship.
- 5.4 The User will be solely responsible for complying with all formalities, procedures and regulations prescribed by the relevant customs authority and any governmental authority or other agency having legal jurisdiction over the relevant matter and which arises in connection with the Cargo, Containers and/or the Container Ship and for obtaining all necessary licenses, and authorisations required for the transportation, exportation or importation of the Cargo. The Terminal Operator shall not be liable whatsoever in this regard. The User shall be solely responsible for taking actions to carry out the corresponding proceedings and obtaining the licenses and permits required by law. By virtue of the foregoing, the User agrees to hold the Terminal Operator harmless from any claims, fines, penalties, charges, payoffs or otherwise resulting from any breach to this provision.
- 5.5 The User shall:

- 5.5.1 take out and maintain adequate hull and machinery and protection and indemnity (P&I) Insurance in respect of its Container Ship/s, the latter from a Club being a member of the International Group of P&I Clubs, together with insurances adequate to cover its liabilities under this Standard Conditions.
- 5.5.2 If so requested, provide the Terminal Operator with a copy of the certificate of insurance confirming that these insurance requirements have been complied with. Such request or absence of such a request shall in no way be construed as waiving the User's obligations to obtain insurance required by law or under this Standard Conditions.
- 5.5.3 The Terminal Operator reserves the right to not allow those vessels to berth, which have not complied with the insurance requirements herein.
- 5.6 User's Warranties
- 5.6.1 The User warrants and represents that:
- (a) it is authorised to contract with the Terminal Operator on the terms of these Standard Conditions in respect of the Container Ship, the Cargo and the Containers, and that it is accepting these Standard Conditions not only for itself, but also as agent for and on behalf of the owners of the Container Ship (if it is chartered by the User), Cargo and Containers or any other person who is or may become interested in the Cargo;
 - (b) all the documentation and information provided by the User or its representatives in relation to any Cargo and/or Containers is full and accurate.
- 5.6.2 In respect of all Cargo and Containers, the User warrants and represents that they:
- (a) are properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Cargo and the Containers;
 - (b) are, for goods that need refrigeration, properly contained in reefer containers with the required temperature settings;
 - (c) are liable to give off any injurious dust, gas, fumes, liquid or radiation;
 - (d) are, for goods that need refrigeration, properly contained in reefer containers with the required temperature settings;
 - (e) are not over-heated or under-heated or liable to become so while at the Container Terminal;
 - (f) will not contaminate or cause danger, injury or pollution or damage to any person, the Container Terminal, any other cargo, equipment or ship or the environment adjacent thereto or generally;
 - (g) require for their safekeeping no special protection (other than as may be agreed in writing between the parties) arising from vulnerability to heat, cold, moisture, salt, pilferage or proximity to other cargo or from inflammability but will remain safe if left standing in the open or in covered accommodation at the Container Terminal if agreed in writing with the Terminal Operator;

- (h) contain no drugs, prohibited or stolen goods, contraband, pornographic or other illegal matter; and
- (i) are fit for their intended purpose and in a fit and proper condition to be handled or otherwise dealt with by the Terminal Operator

5.7 Indemnity

5.7.1 The User shall promptly indemnify the Terminal Operator against any and all Liabilities howsoever assumed, incurred or suffered by the Terminal Operator(including its wharf, port, fender, mooring bollards, quay cranes as well as other infrastructure and equipment), its customers (including other Users, Container Ship and third parties), its employees, servants, agents, insurers or re-insurers as a result of or in connection with any of the following:

- (a) any breach by the User of the obligations, representations and/or warranties given in Condition 4;
- (b) the Terminal Operator acting in accordance with the User 's instructions.
- (c) any damage to the wharf and or/to the port, Container Terminal, equipment, fenders, mooring bollards, ships, vessels belonging to the Terminal or any third party, caused during or arising from the act of berthing or unberthing, whether by reason of incompetence or negligence of the pilot in-charge of the ship belonging to the User, or as a result of improper mooring of the ship while alongside the wharf/berths, and shall hold the Terminal Operator indemnified, by payment on demand, against all claims, demands, losses, costs and expenses arising from any such damage, except it is solely and directly caused by gross negligence or wilful misconduct of the Terminal Operator, its servants or sub-contractors..

6. DANGEROUS CARGO

6.1 Except with the Terminal Operator's express prior consent in writing, the Terminal Operator will not accept to deal with Cargo which is or may become dangerous (whether or not so listed in international codes or manuals), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or person whatsoever. Where the Terminal Operator expressly accepts in writing to deal with Cargo of a dangerous nature:

- 6.1.1 the User shall promptly provide the Terminal Operator with such information as is necessary for it to perform its obligation in connection with such Cargo in accordance with all applicable laws, regulations and/or requirements, including without limitation information about the nature of the Cargo, the appropriate manner and method of storage, handling and transportation; and
- 6.1.2 the Container must be distinctly marked on the outside so as to indicate the nature and character of any such Cargo and so as to comply with all applicable laws, regulations and/or requirements.

6.2 If the User fails to provide such information and the Terminal Operator is unaware of the dangerous nature of the Cargo and the necessary precautions to be taken and if, at any time, it is deemed to be a hazard to life or

property, it may be destroyed or rendered harmless, as circumstances may require, without compensation, and the User shall be liable for any and all Liabilities arising out the Services, the destruction or rendering the Cargo harmless. The burden of proof that the Terminal Operator knew the exact nature of the danger constituted by the carriage of the Cargo shall rest upon the User.

6.3 The User shall indemnify and hold harmless the Terminal Operator against any Liability howsoever arising from any breach of the provisions of this Condition 错误!未找到引用源。 .

7. TERMINAL OPERATOR'S RIGHTS

7.1 The Terminal Operator may at any time inspect any Container Ship, vehicle, Cargo, Container, equipment or other property in the User's possession or control for the purposes of ensuring compliance with these Standard Conditions.

7.2 The Terminal Operator reserves the right to suspend the provision of any Services in the event of User's any breach of these Standard Conditions.

7.3 The Terminal Operator may refuse acceptance of damaged or distorted Containers or of any Container which in its opinion is in an unsatisfactory condition.

7.4 The Terminal Operator may refuse to handle any Container or Cargo with a weight which exceeds its stated weight or the safe working load of any cargo handling equipment. Should any of the Terminal Operator's cargo handling equipment be used in handling an overweight Container or Cargo, the User shall indemnify and hold harmless the Terminal Operator against any Liability howsoever arising from any loss or damage to property or death or personal injury arising out of or caused by the handling of the overweight Container or Cargo.

7.5 The Terminal Operator may install and operate any surveillance device to protect the safety and security of its property and that of its customers and third parties and to assist in the investigation and/or prosecution of any illegal act or any alleged breach of these Standard Conditions.

8. AGENT

8.1 The User may, subject to prior notification in writing to the Terminal Operator, appoint an agent in respect of the Services (in this Condition the "Agent"), in which event the User shall be deemed to have authorised the Agent to act on the User's behalf in respect of all matters hereunder including to pay to or receive from the Terminal Operator all sums due under these Standard Conditions unless the User notifies the Terminal Operator to the contrary at any time hereafter and:

8.1.1 the Terminal Operator shall be entitled at any time and from time to time hereafter, to act upon any instruction, request, notice or other communication from the Agent without prior reference to the User and to receive from and to pay to the Agent any sums due under these Standard Conditions (including any rebate);

8.1.2 any payment made by the Terminal Operator to the Agent pursuant to these Standard Conditions shall be held by the Agent in trust for the User and the receipt by the Agent of such payments shall be a full

and sufficient discharge of the Terminal Operator in respect of such payment; and

- 8.1.3 the power granted to the Terminal Operator under Condition (a) above shall continue until the Terminal Operator receives written notice from the User to cease acting upon such communication or to cease the receipt and/or making of such payments from and to the Agent thereafter.

9. RATES AND PAYMENT

- 9.1 In consideration of the provision of the Services, the User will pay the charges calculated in accordance with the Terminal Operator' charges/fees. [The Terminal Operator shall be entitled to vary its Tariff at any time by giving a minimum of thirty (30) days' written notice to the User.]
- 9.2 Unless otherwise agreed in writing with the User all Charges are payable in advance prior to the provision of the Services.
- 9.3 The Terminal Operator reserves the right to charge demurrage fees at a rate of 0.5 percentage points, calculated on a daily basis, on all amounts not received by the due date for payment.
- 9.4 Without prejudice to any other rights and remedies the Terminal Operator may have under these Standard Conditions or otherwise, the Terminal Operator shall have a general as well as a specific lien on the Cargo, the Containers and any documents relating thereto for all sums whatsoever due at any time to the Terminal Operator under these Standard Conditions or otherwise.

10. LIABILITY

- 10.1 In any event the Terminal Operator shall have no liability for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, loss of shipment/cargo delay, indirect loss of User or any other related third party
- 10.2 The Terminal Operator is entitled to limitations of liability in accordance with PRC laws. The Terminal Operator's liability for the loss of or damage to the goods shall be limited to an amount equivalent to 666.67 Units of Account per package or other shipping unit, or 2 Units of Account per kilogramme of the gross weight of the goods lost or damaged, whichever is the higher, except where the nature and value of the goods had been declared by the shipper before shipment and inserted in the bill of lading. Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or other shipping units enumerated in the bill of lading as packed in such article of transport shall be deemed to be the number of packages or shipping units. If not so enumerated, the goods in such article of transport shall be deemed to be one package or one shipping unit. Where the article of transport is not owned or furnished by the Terminal Operator, such article of transport shall be deemed to be one package or one shipping unit.

11. INSURANCE

The Terminal Operator is under no obligation to maintain property insurance for Containers, Cargo or Container Ships.

12. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage to any Cargo, Container or Container Ship, delay or non-performance of its obligations under these Standard Conditions to the extent that such delay or non-performance is due to any acts of God, flood, severe weather condition, storm, tempest, epidemic, pandemic compliance with any law, order, rule or regulation of any governmental or other authority, acts of any governmental or super-national authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, heat or cold (including heat within the Cargo itself and unintended exposure to natural or artificial light) criminal acts, computer viruses, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) shortages of labour, materials and services and inability or delay in obtaining supplies and other events beyond a party's reasonable control.

- 12.1 As soon as practicable but no less than 24 hours from the occurrence of the Force Majeure, the affected Party shall notify the other Party of the occurrence through a written notice, e-mail, or, if the affected Party has limited means of communication, by any available means of sending a notice; provided, however, that the affected Party shall continue to use commercially reasonable efforts to remove or mitigate the cause and/or impact of the Force Majeure.
- 12.2 Within seven (7) days from the notice of Force Majeure, the affected Party shall submit to the other Party a written explanation on the (i) particulars of the Force Majeure and its connection with the failure or delay in the performance by the affected Party; (ii) actions being taken to remove or mitigate the cause and/or effect of the Force Majeure after its occurrence; (iii) expected duration of the Force Majeure; and (iv) undertaking to provide a notice of termination of Force Majeure and immediate resumption of the affected obligation or a notice of extension of Force Majeure, as the case may be.
- 12.3 The other Party shall review the explanation from the affected Party for satisfaction with the above requirements and when so satisfied, shall approve the same.
- 12.4 The payment of any invoices due and owing under this Agreement shall in no event be delayed by the affected Party.
- 12.5 If the Terminal Operator is prevented by Force Majeure from providing the Services either at all or to a substantial extent and the period of Force Majeure exceeds two (2) months, then at any time on or after the expiry of that period either Party may terminate this Agreement immediately by serving fourteen (14) days written notice on the other.
- 12.6 Irrespective of the affected party's obligations, if an event of Force Majeure is invoked by Terminal Operator, Terminal Operator shall not be entitled to charge for any Services whether such Services are provided by Terminal Operator during the event of Force Majeure including but not limited to fees for demurrages and re-nominations
- 12.7 During any period of Force Majeure, if the Terminal Operator incurs any additional costs in complying with its obligations under these Standards Terms and Conditions, the User shall pay the same to the Terminal Operator.

13. **CONFIDENTIALITY**

13.1 The parties undertake that they shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Condition 13.2.

13.2 Each party may disclose the other party's Confidential Information:

13.2.1 to its employees, officers, agents, representatives or professional advisers who need to know such information for the purposes of carrying out the party's obligations under these Standard Conditions; and

13.2.2 as may be required by law, court order or any governmental or regulatory authority.

13.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under these Standard Conditions.

14. **ASSIGNMENT AND SUB-CONTRACTING**

14.1 neither Party may assign, novate or otherwise dispose of its rights or obligations under this Agreement or any part thereof without the prior written consent of the other Party.

14.2 Notwithstanding the provisions of Clause 14.1, the Terminal Operator may sub-contract any part of its obligations under this Agreement.

15. **SAFETY OF LIFE AT SEA (SOLAS)**

15.1 The International Maritime Organization (IMO) has amended the Safety of Life at Sea (SOLAS) Convention to require that a packed Container's gross weight be verified before the Container can be loaded on board a ship. The SOLAS amendment provides that no Container without a verified gross mass (VGM) can be loaded on board a ship.

15.2 The responsibility for obtaining and documenting the verified gross weight of a packed Container (or containerized cargo) lies with the shipper. Unless otherwise directed by the relevant government authority, the shipper shall provide this information before or by the time the Container is delivered to the Container Terminal. The shipper shall indemnify and shall hold the Terminal Operator free and harmless from any liability, loss or damage arising from an erroneous VGM of a packed Container (or containerized cargo).

15.3 If the shipper asks Terminal Operator to weight the packed container for VGM, Terminal Operator shall charge a reasonable fee for such services.

15.4 SOLAS regulation VI/5 requires that a Container not be packed to more than the maximum gross mass indicated on the Safety Approval Plate under the IMO's Convention for Safe Containers (CSC), as amended. A

Container with a gross mass exceeding its maximum permitted gross mass may not be loaded onto a ship.

16. COMPLIANCE CLAUSES

- 16.1 Parties shall at all times comply with all laws, rules, regulations, and orders of any governmental authority as well as possession of all required permits, licenses, and other authorizations for the conduct of its business.
- 16.2 User acknowledges access to copies of ICTSI's Code of Business Conduct (https://cdnweb.ictsi.com/s3fs-public/inline-files/ictsi_-_code_of_business_conduct.pdf) and Global Principles on Human Capital (https://cdnweb.ictsi.com/s3fs-public/2020-11/hcb1_10.23_0.pdf). The User agrees to inform each of its employees, sub-contractors (if any, as may be allowed herein), agents dealing with the Terminal Operator of these policies and undertakes that the performance of the Services shall be consistent with the same.
- 16.3 The User further represents and warrants that it has not, nor any of its directors, officers, employees or representatives, taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government or public official/candidate or any officer or employee of the Terminal Operator to unlawfully influence official action or secure an unlawful advantage. The User conducts its business in compliance with applicable anti-corruption laws and maintains policies and procedures designed to promote and achieve compliance with such laws and, furthermore, the anti-bribery obligations under ICTSI's Code of Business Conduct.
- 16.4 The ICTSI Group is committed to uphold the principles of sustainable development in its operations and corporate stewardship of its people, customers, corporate resources, and the environment. These thrusts are documented in ICTSI's Annual Sustainability Report available at <https://www.ictsi.com/what-we-do/sustainability>. User undertakes to observe the foregoing or analogous principles and commitment and shall cooperate with the Terminal Operator in its sustainability efforts in the Terminal and its community.
- 16.5 The User in all its dealings with the Terminal Operator operate safely so as to protect person and property based applicable laws as well as the Health, Safety, Security and Environment (HSE) Policies of the ICTSI Group. User shall provide the CLIENT HSE documentations that may include:
- (a) Risk assessments;
 - (b) Work methodologies;
 - (c) Training records;
 - (d) Licenses and certificates; and
 - (e) Standard Operating Procedures.

The User shall immediately notify the Terminal Operator of any health and safety and/or environmental incident (e.g. injury, property damage, oil spill, etc.) by the quickest practicable means (e.g. by phone call). The User shall follow this notice with a formal incident report in writing within eight (8) hours from the occurrence.

- 16.6 Both Parties agree that each of their employees, directors, affiliates, subcontractors, and any other person or

entity acting on their behalf (hereinafter referred to as the “Related Parties”) shall comply with all applicable anti-corruption laws including but not limited to the Parties’ respective codes of business conduct and anti-bribery policies, and where applicable the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (hereinafter referred to as “Anti-Corruption Laws”).

17. GENERAL PROVISIONS

- 17.1 These Standard Conditions (together with any document expressly incorporated by the parties (if any)) comprises the entire agreement between the parties with respect to the provision of the Services and any representations or statements whether made orally or written elsewhere are hereby excluded (including without limitation where such representations or statements were made negligently) provided always that this Condition shall not exclude or limit any liability or any right which any party may have in respect of pre-contractual statements made or given fraudulently supersedes all previous agreements and arrangements between the parties with respect to the provision of the Services. If the User’s documentation contains terms or conditions additional to or at variance with these Standard Conditions every such additional or varying term or condition shall be of no effect.
- 17.2 The User acknowledges that it does not enter into these Standard Conditions in reliance on any representation, warranty or other undertaking or understanding not fully reflected in the written terms of these Standard Conditions and all conditions, warranties of other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 17.3 If any provision of these Standard Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then these Standard Conditions will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Standard Conditions, valid and enforceable. If a court declines to amend these Standard Conditions as provided herein, the invalid, illegal or unenforceable provision will be severed and the remainder of the provisions hereof will continue in full force and effect as if these Standard Conditions had been executed with the invalid, illegal or unenforceable provision eliminated.
- 17.4 In the event of any such severance as described in Condition 17.3, the parties will negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.
- 17.5 The failure of either party to insist upon strict performance of any provision of these Standard Conditions, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Standard Conditions.
- 17.6 A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract.
- 17.7 No waiver of any of the provisions of these Standard Conditions shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Condition 17.1317.11.
- 17.8 Except as expressly stated in these Standard Conditions, no right or remedy conferred upon any party by these Standard Conditions shall be exclusive of any other right or remedy howsoever arising and all such rights and

remedies shall be cumulative.

- 17.9 Any modification, variation, amendment or addition to these Standard Conditions must be in writing and signed by a duly authorised representative of each party.
- 17.10 The Terminal Operator is an independent contractor under these Standard Conditions. Nothing in these Standard Conditions shall be construed or interpreted to constitute a partnership, association or joint venture between the parties, or to make one party an agent or representative of the other party. Neither party shall hold itself out as an agent of or in a joint venture with the other party. The User shall have no authority to act on behalf of the Terminal Operator, and the Terminal Operator shall have no authority to act on behalf of the User, except to the extent necessary for the Terminal Operator to accomplish its obligations under these Standard Conditions.
- 17.11 Notices which serve to alter or revise the terms of or to terminate the agreement constituted by these Standard Conditions, or notices in respect of claims or legal actions or which otherwise have a material impact on these Standard Conditions shall be in writing in English and served to the registered office of the other party by:
- 17.11.1 registered mail, or courier service, and shall be deemed served if sent by courier, on the date and at the time of signature of the courier's delivery receipt, or if sent by registered mail, 9:00 am on the fifth (5th) day after posting; or
- 17.11.2 fax (confirmed without undue delay by courier service or registered mail), and shall be deemed served when the sender receives one or more transmission reports showing the whole of the notice to have been transmitted to the correct fax number.
- 17.12 These Standard Conditions and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the local law.
- 17.13 Any claims against the Terminal Operator under these Standard Conditions or otherwise arising from the Services shall be determined exclusively by the courts of local to which jurisdiction the User irrevocably submit.
- 17.14 The Terminal Operator shall be entitled to bring legal proceedings against the User in the courts of local court or in any other jurisdiction (including jurisdiction(s) where the User has a place of business or assets) and legal proceedings by the Terminal Operator in one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.

Release Date: 2022-06-01