

Tariff of APM Terminals Liberia Ltd.

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1 General Terms & Conditions

1.1 Definitions

- **Applicable Law:** means all Liberian law (including any international agreement entered into by, and adopted as an integral part of the legal system of the Republic of Liberia), statute, proclamation, by-law, decree, directive, decision, regulation, ordinance, rule, order and notification, or any final interpretation by a court of law having jurisdiction over the matter in question as may be in force and effect during subsistence of this Tariff.
- **APMT:** means APM Terminals Liberia Ltd., a corporation organised and existing under the laws of the Republic of Liberia, whose office is situated at the Freeport of Monrovia, Bushrod Island, Monrovia, P. O. Box 1929.
- **Cargo:** means i) any goods or articles of any kind whatsoever including Hazardous Cargo and/or ii) full or empty Containers.
- **Charges:** means the amount due for the services provided by APMT in accordance with this Tariff.
- **Container:** means i) any container, whether laden or empty, 20', 40' or 45' in length, 8' in width and 8'6"/9'6" in height or any other container developed for standard use in liner shipping at any time whilst this Tariff is in force including, but not limited to, flat-racks, platforms, reefer containers and tanks, with ISO recommended lifting arrangements and consistent with the safety requirements of CSC (Convention for Safe Containers) plates, and which can be handled by means of a standard 20', 40' and 45' spreader; ii) a non-standard container; and/or iii) an out of gauge container.
- **Dollar, USD or \$:** means the lawful currency of the United States of America.
- **Force Majeure:** shall mean acts of God, accidents, wars, acts of war, invasions, acts of public enemies, hostilities (whether war is declared or not), restrictions on trade or other activities imposed by any sovereign nation or state, embargoes, blockades, revolutions, riots, civil commotions, acts of terrorism, sabotage, strikes and/or other industrial, labour or employer-employee disputes (if not cured for a period of more than two months), fires, explosions, earthquakes or any other natural disasters, expropriation of facilities or goods, epidemics, public health emergencies and any similar cause, provided any such cause was not within the reasonable control of the Party claiming the benefit of Force Majeure and could not have been avoided or overcome by such Party through the exercise of due diligence
- **Gang:** means a set of four (4) people hire to perform menial labour at our CFS warehouse.
- **Good Industry Practice:** means the exercise of a degree of skill, diligence and prudence and practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time, which would reasonably and ordinarily be expected to be used.
- **Harbour Master:** means the person appointed by the NPA and working in liaison with APMT, who is charged with all aspects of vessels movement, vessels safety, and compliance with port rules. The Harbour Master coordinates pilotage towage, linesmen, and all other marine services. The Harbour Master will determine the number of tugs that attend to vessels while moving in the Port.
- **Hazardous Cargo:** means Cargo of any kind classified by the International Maritime Organisation as hazardous cargo and shall include "dangerous goods" as defined in the International Maritime Dangerous Goods Code.
- **Marine Services:** means pilotage, towage, mooring and unmooring or any other marine services required by vessels calling the Port.

- **Non-containerised Cargo:** means any cargo which cannot be handled by means of normal use of a container spreader, even with attachments.
- **NPA:** means the National Port Authority, a public authority, whose office is situated at Bushrod Island, Monrovia, P.O. Box 1849.
- **Pilot:** means the qualified person appointed jointly by APMT and the Harbour Master to guide the masters of vessels while sailing within the port limits.
- **Port:** means the Freeport of Monrovia.
- **Port User:** means any vessel owner, operator, charterer or agent whose vessel calls at the Port and each owner or agent of the cargo handled at the Terminal, or any of its employees.
- **Services:** means all Terminal Services and Marine Services provided by APMT at the Terminal and in the Port.
- **Tariff:** means this document "Tariff of APM Terminals Liberia Ltd."
- **Terminal:** means the facilities under responsibility and exclusive use of APMT in the Port as per the concession agreement between NPA and APMT.
- **Terminal Procedures:** means the procedures and requirements relating to the provision of the Terminal Services by APMT as may be amended from time to time by APMT.
- **Terminal Services:** means all the ship-to-shore and shore-to-ship container handling and ship-to-shore and shore-to-ship general cargo handling (excluding Domestic Cargo), as well as all the commercial container and general cargo storage on behalf of third parties within the Port.

1.2 Scope of APM Terminals Liberia Ltd.

Under the scope of the concession agreement APMT shall:

- a) Provide all Marine Services, including but not limited to pilotage, towage, mooring and unmooring and any other marine services required by vessels calling within a thirty (30) mile radius of the Port.
- b) Collect all and any charges for pilotage, towage, mooring and unmooring and any other marine services required by vessels calling within a thirty (30) mile radius of the Port in accordance with this Tariff.
- c) Perform all the ship-to-shore and shore-to-ship container handling and ship-to-shore and shore-to-ship general cargo handling (excluding Domestic Cargo) within a thirty (30) mile radius of the Port.
- d) Perform all commercial container and general cargo storage on behalf of third parties within the Port.
- e) Collect all and any charges for loading and unloading, delivery, storage, safe keeping, transporting, or any other services related to cargo handling in accordance with this Tariff.

1.3 Tariff Authority, Scope and Application

- a) The use of any services and equipment as described under Clause 1.2 herein above shall constitute consent to the rates along with the terms and conditions contained in this Tariff and evidence an agreement on the part of all Vessels, their owners and agents and any other users of such services.
- b) For services which rates are not covered herein but falls within the scope of APMT's concession the customers must provide a special service request to APMT, who will price the work involved and obtain the customer's approval before carrying out the service.
- c) This document is to be read and construed in conjunction with the Port Regulations issued by the NPA.

1.4 Health, Safety, Security and Environment

- a) All Port Users must adhere to all of the rules and regulations with respect to Health, Safety, Security and Environment (HSSE) as set by APMT and the Applicable Law.
- b) No dangerous, offensive or harmful goods likely to cause personal injury or damage to property may be brought into the Terminal without specific written approval to that effect. APMT must be notified of the following at least seventy two (72) hours before the vessel's arrival at the Port:
 - i. The time of arrival of the vessel and duration of stay in the Port.
 - ii. The details and specifications of the goods, and
 - iii. The emergency contact numbers and the name of the concerned body.
- c) The Terminal or other property and/or area controlled by APMT is not a public thoroughfare and all unauthorised persons entering thereon do so at their own risk and APMT shall accept no liability for any peril to such persons. It is not permitted to enter the Terminal or other property controlled by APMT without first obtaining a permit or a gate pass from APMT. APMT may withdraw such a permit or gate pass for any reason and at APMT's sole discretion. APMT reserves the right to refuse admittance to the area and to require the removal from the premises of any person for any reason whatsoever.
- d) Smoking and/or open fires are strictly prohibited at the Terminal, the vessels, cargo hatches, stores, warehouses and cargo decks during cargo operations.
- e) APMT is certified and in full compliance with all ISPS requirements. All Port Users are required to meet the requirements pertaining to their role as specified in accordance with the ISPS code.
- f) It is strictly prohibited for any owner, agent or master of the vessel to dispose or throw any refuse or waste into the harbour, anywhere in the Port, or at the Terminal. Refuse or waste shall include:
 - i. Substances which float or are capable of floating on the surface of the water,
 - ii. Sedimentary or substances liable to form sediment in the bottom of the waterways or to cause the decomposition of marine life in the waters of the harbour,
 - iii. Substances which are toxic to marine life,
 - iv. Substances capable of producing odorous and gases of putrefaction.

1.5 Operations

- a) The Freeport of Monrovia operates continuously 24 hours a day except for Christmas day, Independence Day and New Years Day.
- b) The normal office business hours are between 08h00 and 17h00 from Monday to Friday and between 08h00 and 12h00 on Saturday, Services performed outside business hours shall be subject to special agreement with APMT on a case by case basis.
- c) APMT is entitled to fix and amend working hours and announce its working hours by the means it deems suitable.
- d) When in Terminal's sole opinion, there are any circumstances which will or may prevent or hinder the safe handling, storage, loading, unloading or transport of any Containers, the Terminal may, in its sole discretion, refuse to handle the same and shall give notice of such refusal to the Customer or Consignor, as the case may be. The recipient of such notice will remove or procure the removal of Containers and/or its contents from the Container Terminal forthwith at its own risk and expense.

1.5.1 Vessel Operations

- a) The owner, agent or master of a vessel intending to call at the Port for discharging or loading of cargo, should notify in writing the Harbour Master and APMT at least seventy two (72) hours

prior to the arrival of the vessel with details including the nature and quantities of the cargo to be discharged or loaded, in addition to other important information related to the Vessel, its crew and/or passengers.

- a) Vessels will be berthed for operations on order of their arrival time unless the Harbour Master or APMT decides otherwise. Berthing protocol is as follow:
 - i. Vessels that can work in the rain will have priority on one berth & General Cargo vessels will have priority on one berth. APM Terminals reserves the right to instruct any vessel to vacate a berth at its own cost if it conflicts with this policy or other operational requirements.
 - ii. The port will consider a vessel as having arrived after it fully complies with the following three criteria.
 - The actual time the vessel has arrived at anchorage and informed APM Terminals
 - The vessel that has first completed all customs formalities and paid all dues to the APM Terminal and NPA.
 - The vessel that has first provided all documents to facilitate the start of the operations.
- b) Upon completion of operations the vessel shall vacate the berth immediately, unless otherwise agreed with APMT. If a vessel does not vacate the berth immediately and remains thereat for a period more than two (2) hours after completion of operations, a penalty shall be imposed and charged in accordance with this Tariff.
- c) Manifest and details of the cargo shall be prepared and certified by the vessel's owner, agent, or master in accordance with the Applicable Law, the requirements of APMT and any other information APMT may deem necessary. The manifest must be presented to APMT at least seventy two (72) hours prior to the arrival of the vessel. A certified statement of any alterations or amendments to the original manifest shall be submitted to the APMT immediately upon completion of cargo operation.
- d) The owner, agent, or master of the vessel must present upon demand a bank guarantee or certificate or any other document in connection with Charges for the operation.
- e) It is strictly prohibited for any vessel to start cargo operation before being properly berthed.
- f) The master of the vessel shall allow the APMT to inspect and test the cargo handling gear and to inspect its certificates at any time.
- g) The owner, agent, or master of the vessel shall be held responsible for any loss or damage due to improper storage of cargo onboard and shall bear all consequences relating thereto.
- h) In case vessel operations cannot be conducted in accordance with Good Industry Practice for any reason outside the control of APMT, including but not limited to inadequate or defective ship's gear or uneven distribution of cargo holds, APMT may instruct the vessel to vacate the Terminal, or change the way the operations are being handled. Any costs related to this are for the account of the vessel owner, operator, charterer or agent.

1.5.2 Cargo Operations

- a) No cargo or goods will be considered received by APMT except after the issuance of an official receipt to the master of the vessel which discharged these cargo or goods or to the agent of the vessel or any other legally authorised person to transport these cargo or goods to or from the Terminal. APMT shall not be responsible for confirming that all parts of a shipment, consignment or goods packages set out in the bill of lading have been discharged at the Terminal or loaded on board of a vessel before this vessel departed or a difference in the weight or measurement of such packages from those set out in the bill of lading or any invoice or any other document related to these cargo, shipments, or goods. In the case of containers that contain goods which

may not be easily and accurately identified at the time of loading or unloading, the official receipt issued in this regard will indicate the number of the units only and APMT will not be held responsible for the inappropriateness of the items contained in these goods or packages or claimed to be contained inside these units.

- b) Cargo and goods shall be delivered from storage in the Terminal to the consignee or to their duly authorised representatives only against a delivery order signed by the vessel's owner or his agent and after payment of all Charges on such goods and after release by Customs and other relevant authorities.
- c) APMT and the Harbour Master may order any vessel to leave the Terminal if it appears that it is carrying unhealthy or harmful goods. In case the vessel has already discharged these goods, the consignee shall immediately take these goods outside the Terminal after obtaining the approval of the concerned authorities. If the consignee fails or denies his responsibility for these goods or APMT fails to locate him, the master, owner or agent of the vessel shall immediately remove these goods out of the Terminal. However, if the consignee, master, owner or agent of the vessel refuses, fails or neglects to carry out APMT's instructions, APMT may then remove or dispose of all these goods in the manner it deems suitable, and this action will be under the responsibility and costs of the consignee, the master, owner or the agent.
- d) It is strictly prohibited for any Vessel, during loading or discharging of any dangerous goods Class 1 and Class 7, to carry out at the same time, loading or discharging of other goods, fuelling & allowing transfer of passengers.
- e) Handling of dangerous goods of classes 1 and 7 is conditioned to prior approval from the Harbour Master.
- f) It is strictly prohibited to discharge any damaged or pierced packages or containers the contents of which are of dangerous goods Class 1 and Class 7 and which are found leaking unless APMT decides otherwise after examining the same by qualified staff from APMT.
- g) If operation is suspended due to late manifest submission/amendment, gang stand by charges will apply.
- h) If trucks turnaround keeps a crane idle for more than thirty (30) minutes, gang stand by charges will apply.
- i) If the Terminal carries out an instruction to open the doors of a Container or to unpack a Container for any purpose whatsoever, this shall be at the sole risk of the Customer and the Terminal 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. The Customer shall ensure compliance with the rules and regulations of Customs for opening and unpacking of any Container. The Terminal may, but shall be under no obligation to do so close, reconnect, or connect to a power supply for Reefer Containers, repack or otherwise deal with any such Container and/or its contents at the sole cost and expense of the Customer.
- j) Reefer Container
 - The Terminal will check and report upon the temperature of Reefer Containers stored at the Container Terminal subject to instructions being given in writing to the Terminal at least two (2) working days in advance of receipt of a specific Reefer Container by the Terminal and such instructions are accepted in writing by the Terminal, Terminal may check and report upon the temperatures of Containers as mutually agreed.
 - The Terminal shall not be responsible or liable in any way for any Reefer Container or the refrigeration of refrigerated Cargo if the vessel agent fails to give written instructions, or provides wrong or inadequate instructions concerning the handling thereof.

- If the Terminal is instructed in writing in accordance with Clause j (i) the Terminal will, within a reasonable time of receipt, connect the Reefer Container to a main power supply. The Terminal shall not be obliged to maintain an auxiliary power supply and the Terminal shall under no circumstances be responsible for any failure or discontinuance or interference from time to time in the mains power supply howsoever arising.

1.6 Invoicing and Payments

- a) Each vessel owner, operator, charterer or agent whose vessel calls at the Port and each owner or agent of the cargo handled at the Terminal, as a condition to receiving these services, agrees that APMT reserves the right to estimate and collect prior to APMT providing these services all charges which might accrue under this Tariff. APMT reserves the right to deny the use of any of the facilities until such advance payments or deposits are made.
- b) All invoices are rendered in strict accordance with this Tariff, are due on presentation and are payable to APMT.
- c) No correction will be made on an invoice where the change in the total amount would be less than USD 2.50.
- d) Interest payment on overdue amounts: 1% per incurred month (based on 360 days)

1.7 Liabilities and Warranties

- a) APMT's liability for loss of and/or damage to all Containers in the custody of APMT (from the time of receiving up to and including the time of completion of loading onto any vessel; from and including the commencement of discharge up to and including the time of delivery; and for Containers discharged from one vessel and subsequently loaded onto another vessel from the time of the commencement of discharge from one vessel up to the time of completion of loading onto another vessel) where such loss and/or damage was caused by the gross negligence or willful default of APMT, its agent, servants or sub-contractors and the maximum liability of APMT to the Port User in relation to each incident for each Container shall be the lesser of either the depreciated value of the Container or the actual cost of the repair provided always that under no circumstances shall the claim exceed the following amounts:
 - i. depreciated value of the Container or one thousand United States Dollars (USD 1,000) in the case of any dry Container; and
 - ii. depreciated value of the Container or five thousand United States Dollars (USD 5,000) in the case of any reefer Container.

For the avoidance of doubt, in the absence of gross negligence or willful default, APMT shall have no liability for such loss and/or damage.

- b) APMT's liability for loss of and/or damage to all Cargo and Non-containerised Cargo in the charge of the Port User, its sub-contractors, agents or their assignees whilst in the custody of APMT where such loss and/or damage was caused by the gross negligence or willful default of APMT, its agents, servants or sub-contractors and the maximum liability of APMT to the Port User in relation to each incident for such Cargo shall be limited to three thousand United States Dollars (USD 3,000) per Ton Cargo.

And for the avoidance of doubt, in the absence of gross negligence or willful default, APMT shall have no liability for such loss and/or damage.

Provided always that in no circumstances shall APMT's liability exceed the limits of liability in accordance with the terms and conditions contained within the Port User's Contract of Carriage

or, if applicable, the vessel's limitation fund except to the extent APMT agrees in writing to a higher limit on liability in a particular case.

Without prejudice to any other provisions or clauses in this Tariff, the Port User shall incorporate into its bill of lading and other transport documents, evidencing contracts of carriage, being issued in respect of Cargo or Non-containerised Cargo carried by the Port User a clause to the effect that while acting in the course of or pursuant to this contract, APMT shall be entitled to the benefit of all provisions or clauses in the bill of lading or other transport document to the extent such provisions and clauses benefit the Port User, and APMT for itself and any party for whom it is responsible hereby accepts such benefit. If due to the negligence or deviation of the Port User, or as a result of the Port User's agreement, any defences or limits of liability normally included in the bill of lading or other transport document do not apply, the liability of APMT will be limited as if such defences or limits of liability did apply.

APMT authorises, empowers and directs the Port User to act, and the Port User hereby agrees to act, as the APMT' trustee and/or agent for the limited purpose only to stipulate for APMT to have as against other persons/parties the benefit of all exceptions, exemptions, or limitations of liability as may benefit the Port User in all bills of lading or other transport documents, evidencing contracts of carriage, entered into by the Port User in respect of Cargo and Non-containerised Cargo and its carriage and handling.

- c) The limitation of liability per incident under this Clause 1.7 shall relate to the whole of any losses and damages which may arise upon any one distinct occasion, although such losses or damage may be sustained by more than one person, and shall apply whether the liability arises at common law or under any written law and notwithstanding anything in such written law.
- d) APMT shall only be liable to a Port User for any loss or damage to any Vessel (including gear and all other equipment) where such loss and/or damage was caused by the gross negligence or willful default of APMT, its agents, servants or sub-contractors and the maximum liability of APMT to the Port User in relation to each incident shall be limited to one million United States Dollars (USD 1,000,000).
- e) The Port User shall be liable for and shall fully indemnify APMT, its servants, agents and sub-contractors against any liability for claims or suits, including costs and expenses incidental thereto, in respect of loss of or damage to any property and death or injury suffered by any person caused by any defect or fault in any Cargo (including the packaging thereof) or by the negligence or default of the Port User, its servant or agents pursuant to this Tariff or otherwise.
- f) APMT shall not be responsible for or liable to the Port User for:
 - i. any consequential or indirect loss or damage; or
 - ii. loss of profit, revenue, savings, business or contracts; or
 - iii. injury to goodwill or reputation;howsoever caused, including by breach by APMT of its obligations under this Tariff or its breach of duty, negligence or gross negligence.
- g) In respect of any claim arising under any indemnity in favour of the Port User contained in this Tariff the Port User shall:
 - i. within fifteen (15) days after becoming aware of the claim, notify APMT in writing of the claim (the "APMT Claim") against which the Port User is seeking to be indemnified together with all details of APMT Claim in the actual knowledge or possession the Port User at the time and becoming known to it at any time thereafter;
 - ii. take such other steps as may be necessary or as APMT may reasonably require to avoid or reduce the APMT Claim;
 - iii. where the APMT Claim relates to a claim by any third party against the Port User, not admit liability or make any offer, promise, compromise or settlement with the third party without

- the prior written consent of APMT (which consent not to be unreasonably withheld or delayed); and
- iv. where the APMT Claim relates to a claim by any third party against the Port User, at the request of APMT and at APMT's cost, cooperate with APMT or its insurers, in the defence, settlement and/or counter claim of such Port User Claim.
- h) Notwithstanding the remaining provisions of this Tariff the maximum aggregate liability of APMT to the Port User in any calendar year or if applicable, pro-rata of any calendar year regardless of the cause of such claim shall in no circumstances exceed five million United States Dollars (USD 5,000,000) provided that all amounts payable under any relevant insurances held by the Port User against any Port User claims shall be paid in full to APMT within fourteen (14) days of receipt of the same by the Port User from the relevant insurance Port User. APMT shall also not be liable for any claim with a value of less than five hundred United States Dollars (USD 500).
- i) Save as provided in this Clause 1.7 APMT shall not be under any liability to the Port User whether in contract, tort or otherwise in respect of the use of the Container Terminal and the provision of the Terminal Services for any death, personal injury, damage or loss resulting from the use of the Terminal and the provision of the Terminal Services or from any work done in connection therewith.
- j) If due to the negligence or default of APMT, APMT shall:
- i. overstay any Container in such Vessel;
 - ii. load onto another vessel any Container instructed in writing by the Port User for loading onto such Vessel;
 - iii. fail to load or discharge any Container onto or from such Vessel notwithstanding the earlier written instruction of Port User to load or discharge such Container; or
 - iv. discharge any Container from such Vessel notwithstanding the absence of any earlier written instruction by the Port User to discharge such Container;
- then the limit of APMT' liability shall be required to do the following (as applicable):
- i. reimburse the Port User for any necessary and reasonable stevedoring charges paid by the Port User at the port of discharge for the extra handling of each Container described in Clause 1.7 (k) (i) above;
 - ii. reimburse the Port User for any necessary and reasonable stevedoring charges paid by the Port User at the port of discharge for the extra handling of each Container described in Clause 1.7 (k) (ii) above, and for the carriage of such Container by sea from the next port of call to the original intended port of destination;
 - iii. reimburse the Port User for any necessary and reasonable stevedoring charges paid by the Port User at the port of discharge for the extra handling of each Container not discharged, as described in Clause 1.7 (k) (iii) above, and for the carriage of such Container by sea from the next port of call to the port or to the original intended port of destination, whichever shall be lower; or
- waive any extra handling and storage charges which would otherwise have been payable by the Port User to APMT for each Container described in Clause 1.7 (k) (iv) above and reimburse the Port User for the carriage of such Container by sea from the port to the originally intended port of destination.
- k) No limitation on or exemption from liability of APMT or any indemnity in its favour shall apply to any case of its fraud.
- l) APMT shall be relieved of any and all liability to the Port User for all claims for loss, delay, damage or shortage of any nature or description unless any claim is brought within one (1) year from the date of the alleged wrongdoing. This one (1) year period also includes claims for indemnity by the Port User for payments paid or faced, including subrogation claims and no extension of time for claims by the Port User, its interests, or any interests given to a third party, shall extend this one (1) year period against APMT, unless agreed to in writing by APMT.

- m) Warranties and Indemnities given by the Customer. So as to enable APMT to carry out the provision of Terminal Services in relation to container handling efficiently, the Port User warrants and undertakes that:
- i. all particulars relating to Containers furnished by the Port User in accordance with this Tariff and Container Terminal Procedures are accurate;
 - ii. all Containers are properly packed and labelled and the contents are properly stowed and secured therein;
 - iii. all Containers are 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 Terminal;
 - iv. all Containers comply with applicable laws, orders, regulations, or other requirements of Government, customs, municipal or other authorities whatsoever; and
 - v. all Reefer Containers have been properly pre-cooled or pre-heated as appropriate and their controls have been properly set,

and the Port User shall indemnify APMT in respect of the consequence of the breach of any of these warranties, for consequences of any breach by the Port User of this Tariff and for any 3rd party claims which are in excess of the limitations and exclusions set forth in this Tariff.

APMT shall not be responsible for or liable in any way, and the Port User shall indemnify APMT against, all damages, claims, costs and expenses suffered or incurred by APMT resulting directly or indirectly from any defects in a Container and/or its contents.

In the case of cargo carried directly to bonded warehouses, this cargo is delivered at ship side and APMT can accept no liability whatsoever for any loss of or damage to such cargo and the person requesting such delivery waives all right to claim against APMT whether in contract or tort and whether under specific or general law. No claims whatsoever will be entertained.

1.8 Insurance

- a) APMT is under no obligation to maintain insurance of Containers, Cargo or Non-containerised Cargo.
- b) The Port User shall:
 - i. take out and maintain 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 this Tariff.
 - ii. if so requested, provide APMT with a copy certificate of insurance confirming that these requirements have been complied with. Such request or absence of such a request shall in no way be construed as waiving the Port User's obligations to arrange insurance required by law or under this Tariff.

1.9 Unauthorised Access to Vessels

- a) APMT will use reasonable endeavours to enforce strict controls to prevent unauthorised access to the terminal.
- b) The Port User shall enforce controls on its vessels whilst berthed at the terminal in order to prevent unauthorised access to the terminal.

1.10 Force Majeure

- a) A party shall not be liable for any failure to perform its obligations under this Tariff caused by Force Majeure provided it gives prompt notification to the other party of (i) the event of Force

Majeure and its likely duration (ii) the obligation(s) which are affected, and how affected, and provided that it takes all reasonable steps to mitigate the effects of Force Majeure.

1.11 Lien

- a) All Containers, Cargo or Non-containerised Cargo and all documents relating to Containers, Cargo or Non-containerised Cargo shall be subject to a particular and general lien respectively for charges due to APMT in respect of Containers, Cargo or Non-containerised Cargo from the Port User. If any charges are not paid within one (1) calendar month after notice requiring payment has been given to the Port User, the Containers, Cargo or Non-containerised Cargo subject to the lien, may be sold and the proceeds applied in or towards satisfaction of the outstanding charges and the costs incurred by APMT in such sale. Any sale of Containers, Cargo or Non-containerised Cargo by APMT pursuant to this Tariff, may be conducted by private treaty, by public auction or otherwise in such manner as APMT shall in its sole discretion determine and APMT shall not be liable for any loss and/or damage to any person whatsoever as a result thereof. This lien shall be in addition to any allowed by Law.

1.12 Set Off

- a) APMT may at any time or times, without notice to the Port User, set off any liability of the Port User to APMT against any liability of APMT to the Port User, whether any such liability is present or future (whenever arising), liquidated or not, under this agreement or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, APMT may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by APMT of its rights under this Clause 1.12 shall be without prejudice to any other rights or remedies available to it under this Tariff or other.

2 Container Operations

2.1 Terms & Conditions

- a) APMT can at its own discretion fix and amend the operational procedures for container handling.

2.2 Rates

These rates are valid from the 1-February-2015 until 31-January-2016.

2.2.1 Rates for Stevedoring

- a) The rate for transshipment, as mentioned under Clause 2.2.1, is only applicable for cargo which enters and leaves the Terminal by sea, passing over or by/through public-use facilities only, on or through bill of lading.
- b) The charges for 'Import/Export' and 'Empty Inspection' as per the below table are payable by the vessel owner, operator, charterer or agent whose vessel calls at the Port.
- c) The charge for 'THC' and 'Gate Charge' as per the below table is payable by the owner or agent of the cargo handled at the Terminal.

Stevedoring Tariff in USD per unit	Import/Export	Empty inspection	Gate charge	THC
20' Export Dry Full	210.83		36.14	108.43
20' Import Dry Full	210.83		36.14	108.43
20' Export/Import Dry Empty	42.16	6.02	12.05	42.16
20' Export Reefer Full	210.83		36.14	108.43
20' Import Reefer Full	210.83		36.14	108.43
20' Export/Import Reefer Empty	42.16	6.02	12.05	
20' Transshipment Dry Full	60.24			
20' Transshipment Dry Empty	60.24			
20' Transshipment Reefer Full	60.24			
20' Transshipment Reefer Empty	60.24			
40' Export Dry Full	289.15		36.14	162.65
40' Import Dry Full	289.15		36.14	162.65
40' Export/Import Dry Empty	67.47	6.02	12.05	67.46
40' Export Reefer Full	289.15		36.14	162.65
40' Import Reefer Full	289.15		36.14	162.65
40' Export/Import Reefer Empty	67.47	6.02	12.05	67.46
40' Transshipment Dry Full	90.36			
40' Transshipment Dry Empty	90.36			
40' Transshipment Reefer Full	90.36			
40' Transshipment Reefer Empty	90.36			

2.2.2 Rates for Storage

- a) The storage charges are per TEU and start to accumulate as from the actual day of discharge.
- b) The charge for 'Storage Empty' as per the below table are payable by the vessel owner, operator, charterer or agent whose vessel calls at the Port.
- c) The charges for 'Storage Export' and 'Storage Import' as per the below table are payable by the owner or agent of the cargo handled at the Terminal.

Storage Tariff in USD per TEU per day		
Storage Import/ Transhipment	0-7 days	0.00
Storage Import/ Transhipment	8-13 days	10.25
Storage Import/ Transhipment	14-20 days	18.07
Storage Import/ Transhipment	21< days	30.12
Storage Export	0-7 days	0.00
Storage Export	8-13 days	6.02
Storage Export	14-20 days	12.05
Storage Export	21< days	24.09
Storage Empty	0-7 days	0.00
Storage Empty	8-21 days	2.40
Storage Empty	22< days	10.25

2.2.3 Auxiliary Rates

Auxiliary Rates for Containers charged to the shipper/consignee		
1	OOG import/export additional handling charge for delivering/receiving in the yard	USD 120.48/unit
2	Hazardous import/export additional handling charge for delivering/receiving in the yard	USD 84.33/unit
3	Positioning of Containers for Stuffing/Unstuffing at the Terminal	USD 96.38/TEU
4	Monitoring and Power for Reefers excl. storage as per Clause 2.2.2	<ul style="list-style-type: none"> • 0-10 days: USD 60.24/day • >10 days: USD 72.28/day
5	All live reefers with special request to be unplugged in yard. shifting as per Clause 2.2.3 (# 28) All live reefer containers will be plugged according to manifest upon discharge from vessel.	<ul style="list-style-type: none"> • Unplugging: USD 100/unit • Re-plugging: USD 100/unit

Auxiliary rates for Containers charged to the vessel owner or consignee		
6	OOG import/export additional handling charge for discharging/loading from/onto the vessel	USD 120.48/unit
7	Hazardous import/export additional handling charge for discharging/loading from/onto the vessel	USD 84.34/unit
8	Shifting on board	USD 96.38/unit
9	Shifting via quay	USD 120.48/unit
10	Hatch cover	USD 168.66/move
11	Gear box	USD 168.66/move
12	Gang idle time /Gang Standby in case the customer is responsible Day: 0700 – 1900 hrs. Night: 1900 – 0700 hrs.	USD 544.32/hour/ crane (day) USD 1,089.64/hour/ crane (night)
13	Penalty charge for not vacating the berth within two (2) hours after completing operations	USD 2,177.29/hour or part thereof
14	Sweeping empty containers upon request by the customer	USD 12.05/unit
15	Sealing of empty containers upon request by the customer	USD 6.02/unit
16	Placard removing	USD 6.02/unit
17	Knocking down ends of Flatbed Containers	USD 14.46/unit
18	Bundling Flatbed Containers	USD 60.24/bundle
19	Single Container Verification upon request by the customer	USD 120.48/unit
20	Late Advice (less than twelve (12) hours before vessel arrival) on dry reefer segregation	USD 120.48/shifting plus applicable charges for reefer servicing (#4 under Clause 2.2.3)
21	Additional EIR (original free of charge)	USD 24.10/interchange
22	Change of container information (to include, BL, load vessel, pod, weight, reefer status, hazardous class etc.)	USD 30.12/amendment
23	Fine for undeclared weight, wrongly declared, poorly stowed or incorrectly packaged	First offence USD 602.38 Subsequent offences USD 3,011.88 each
24	Administrative fees (for re-processing of invoices)	USD 22.75/amendment
25	Block stowing of containers in yard per customer request	USD 22.75/move
26	Transport container by truck	USD 56.88/unit
27	Truck with Mafi hire	USD 113.77/unit
28	Shifting Charge (internal yard move per customer request)	USD 22.75/move
29	If Operation Plans are not in place 24 hrs prior to vessel arrival due to customer error.	USD 2,177.29 per offence
30	Leaking Container (Non-Hazardous)	USD 108.86/day
31	Leaking Container (Hazardous)	USD 136.08/day
32	OOG gear/gang charge – Break Bulk (4 hours minimum)	USD 524.90 per hour
33	Manual update of cargo detail in the system	USD 10.50 per update
34	General Cargo Unitized or Palletized handling in CFS	USD 6.02 per ton
35	Amendment to manifest after vessel arrived	USD 108.86/amendment

3 General Cargo Operations

3.1 Terms & Conditions

- a) APMT can at its own discretion fix and amend the operational procedures for general cargo handling.

3.2 Rates

These rates are valid from the 1-February-2015 until 31-January-2016.

3.2.1 Rates for General Cargo Quay Handling

All items except vehicles are paid by consignee and shipper for import and export respectively. Vehicles are paid by vessel operator. All items not listed below will be billed at General Cargo rate.

General Cargo Tariff in USD	Unit	Handling
Rice	USD/ton	10.89
Cement	USD/ton	12.05
Latex Liquid	USD/ton	3.61
Latex Crate	USD/ton	3.61
General Cargo	USD/ton	12.05
Vehicles (Roro)	USD/unit	90.36
Vehicles (Lolo)	USD/ton	12.05
Frozen Product	USD/ton	6.02
Timber	USD/cbm	9.64
Vegetable Oil (Bulk)	USD/ton	3.61
Clinker (Bulk)	USD/ton	3.74
Gypsum (Bulk)	USD/ton	3.74
Limestone (Bulk)	USD/ton	3.74

3.2.2

3.2.3 Rates for Storage

- a) The storage charges start to accumulate as from the actual day of discharge and do not include the delivering or receiving of the good to the storage area from the consignee / shipper transport.
- b) For receiving and delivering to the consignee / shipper transport from the Terminal storage area APMT will lease labour / equipment as per the below table if available.
- c) Storage of vehicles will be charged in USD per ton with a minimum of one (1) ton.

Storage Tariff in USD per ton per day		
Closed Storage Import	0-7 days	0.00
Closed Storage Import	8-13 days	6.02
Closed Storage Import	14< days	9.64

Closed Storage Export	0-7 days	0.00
Closed Storage Export	8-13 days	7.83
Closed Storage Export	14< days	12.05
Open Storage Import	0-7 days	0.00
Open Storage Import	8-13 days	4.21
Open Storage Import	14< days	7.83
Open Storage Export	0-7 days	0.00
Open Storage Export	8-13 days	6.63
Open Storage Export	14 < days	10.84

Storage Tariff in USD per ton per day for bagged cargo		
Closed Storage Import	0-7 days	0.00
Closed Storage Import	8-13 days	0.85
Closed Storage Import	14< days	1.71
Closed Storage Export	0-7 days	0.00
Closed Storage Export	8-13 days	0.85
Closed Storage Export	14< days	1.71

Storage Tariff in USD per ton per day for bulk open storage		
Bulk Open Storage Import	0-7 days	0.00
Bulk Open Storage Import	8-13 days	0.57
Bulk Open Storage Import	14< days	1.13
Bulk Open Storage Export	0-7 days	0.00
Bulk Open Storage Export	8-13 days	0.57
Bulk Open Storage Export	14< days	1.13

3.2.4 Equipment Hire or Personnel

The Terminal will, subject to availability, hire out equipment and operators for private use within the Terminal at the rates shown below.

Equipment	Charge per hour or part thereof in USD
Reach Stacker up to 42 tons (minimum 4 hours)	524.90/ hr.
Fork Lift up to 10 tons	60.24/ hr.
Fork Lift 10-25 tons	90.36/ hr.
Fork Lift over 25 tons	180.71/ hr.
Labour can be hired in eight (8) hour shifts	30.12/ person
Pilot boat rental	1,632.96/ hr.
Tug boat rental	2,177.29/ hr.

Equipment and/or labour not owned, employed or directly managed by APMT is not allowed to work in the Terminal.

3.2.5 Auxiliary Rates

Auxiliary Rates for General Cargo in USD charge to vessel owner, agents or receiver		
1	Imported vehicles that are unable to move under their own power and have to be pushed, towed or jump started are subject to an additional charge of	USD 90.36/unit
2	Cargo discharged directly over side to barge or coaster or from ship to ship will incur the normal stevedoring charges as per Clause 3.2.1 and is subject to an additional charge if APMT labour is supplied in the barge or coaster	+50%
3	Fine for undeclared, wrongly declared, poorly stowed or incorrectly packaged cargo	USD 2,099.60 / hatch
4	Terminal Handling Charge for vehicles	USD 36.14/unit
5	Terminal Handling Charge for vehicles in excess of ten (10) tons	USD 126.50/unit
6	Cargo in excess of ten (10) tons	+100%
7	Shifting vehicles on board	USD 108.86/unit
8	Shifting vehicles via quay	USD 217.73/unit
9	General Cargo gate fees (vehicles & loose cargo)	USD 11.38/unit
10	Amendment to manifest after vessel arrived	USD 108.86/amendment
11	Administrative fees (for re-processing of invoices)	USD 22.75/amendment
12	Transport cargo by truck	USD 56.88/unit
13	Truck with Mafi hire	USD 113.76/unit
14	If Operation Plans are not in place 24 hrs prior to vessel arrival due to customer error.	USD 2,177.29 per offence
15	Gang idle /Standby time in case the customer is responsible. Day: 0700 – 1900 hrs. Night: 1900 – 0700 hrs.	USD 544.32/hour/ crane (day) USD 1,089.00/hour/ crane (night)
16	Penalty charge for not vacating the berth within two (2) hours after completing operations	USD 2,177.29/hour or part thereof
17	Surcharge for non-homogeneous/oversize/heavy weight general cargo discharge	USD 1,000.00 per day
18	Surcharge for non-operational cargo left on quay by Shipping lines	USD 500.00 per day

4 Marine Services

4.1 Terms & Conditions

- a) Towing is compulsory regardless of a tug or tugs being used or in a stand-by position. Tug charges will be charged at the following rates regardless of the number of tugs being used.
- b) The charges for pilotage fees to vessels, their owners or agents shall be payable for each movement, therefore pilotage is compulsory for all vessels be it Pilot on board or under the direction of the Pilot.
- c) With the exception of the following vessels Pilotage is compulsory:
 - i. Any vessel under two thousand (2000) tons Gross Tonnage
 - ii. Tenders of any recognized buoyage, lighting or navigational aid service
 - iii. Notwithstanding i. and ii. the Harbour Master may insist on the use of a pilot in the interests of port safety, in which case the appropriate Tariff charges will apply.
- d) If in the opinion of the Harbour Master or APMT additional marine services are required, they will be billed separately.
- e) All vessels calling the Port should be covered by insurance covering all financial claims for cost of repairing damages caused to port facilities and any other financial claims including salvage insurance. All documents evidencing the insurance should be on board.
- f) Charges expressed per GT/SDWT shall be based on the Gross Tonnage/Summer Deadweight Tonnage of the vessel as shown in the vessel's certificate of registry. Where additional GT/SDWT is assigned to certain vessels, the highest of all such tonnages shall be applicable in determining tonnage for the purpose of assessment under this Tariff. APMT reserves the right to measure any vessel when deemed necessary and use such measurements as the basis of the charges. For the purpose of this Tariff vessels will be deemed to be of at least twenty (20) tons GT/SDWT for each metre or part thereof of length overall.
- g) All notifications of ordering or cancellation of pilots and/or tugs must be made in writing to APMT and the Harbour Master with the following notice:
 - i. Within office working hours: two (2) hours notice
 - ii. Outside of office working hours: three (3) hours noticeIf a vessel is not ready to maneuver at the ordered time, free standby time of fifteen (15) minutes for tugs and pilots will be allowed. After this free period, standby charges will be assessed in accordance with Clause 4.2.4.

4.1.1 Towing

- a) Towing is defined as any activity undertaken by a tug with regard to the holding, pulling, pushing or otherwise moving a vessel.
- b) For the purpose of this Tariff, the tow process starts when the tug becomes ready to receive any verbal orders from the vessel or to pick up ropes or lines or when the tow rope has been passed to or from the tug, whichever be the sooner, and the tow process ends when the final order from the vessel being towed to cast off ropes or lines has been received and carried out or the tow rope has been finally slipped and tug is safely clear of the vessel being towed, whichever is the later.
- c) On the engagement of a tug, the tug master and crew thereof shall become the employees of and shall be identified with the vessel being towed and shall be under control of the master of such vessel. This is also applicable to the Port workers who carry out their business on board during the towing process.

- d) APMT shall not be held responsible for any damages whatsoever that may be caused by the tug to the vessel or by the vessel to the tug, or any loss or damage to anything on board or any injury to any person. The master or the Owner of the vessel which uses the tug for any purpose shall be held responsible for any losses, damage, injuries, and accidents resulting in death, and he shall indemnify APMT against all the consequences of such damage including any claims from any other party.
- e) All vessels calling the port shall by default comply with the UK Standard Towage Conditions (UKSTC). For avoidance of doubt the UKSTC do also apply in case UKSTC were not accepted in writing prior to the assistance being rendered.

4.1.2 Pilotage

- a) Vessels requiring a Pilot shall have fully rigged pilot ladder conforming to the specifications in accordance with SOLAS convention. The vessel shall provide a boat rope on the fore side of the pilot ladder.
- b) Pilot shall board the inbound vessel at the pilot boarding grounds outside the channel and in the case of outbound vessels, the Pilot will board while the vessel is alongside and disembark outside the channel. In case the vessel is at the anchorage, the Pilot shall board before it enters the channel. A vessel at the anchorage area must not approach the channel unless it is authorised to do so by port control.
- c) Before entering the port or conducting any movement, the master shall inform the Harbour Master or the Pilot about any deficiencies or defects onboard his vessel which may affect her maneuverability or steering.
- d) Launches and boats shall keep clear of other vessels and particularly vessels being towed.
- e) Pilot should be booked at least two (2) hours prior to sail of vessel.

4.1.3 Mooring & Unmooring

- a) All vessels calling at the Port for whatever purpose shall use adequate mooring ropes and lines. These ropes and lines shall be in good condition and the Harbour Master or APMT may instruct the master of any vessel to change his mooring ropes or lines if they are, in his opinion, not suitable for the purpose.

4.2 Rates

These rates are valid from the 1-February-2015 until 31-January-2016.

4.2.1 Rates for Towage

The charge for the attendance and or use of a tug or tugs in moving a vessel.

Towage Tariff in USD per move		
	GT/SDWT	Tariff
	5,000	1,837.24
5,001	10,000	5,059.95
10,001	20,000	7,228.51
20,001	30,000	9,517.54
30,001	40,000	10,842.78
40,001	50,000	13,261.72

50,001	60,000	15,661.78
60,001	70,000	16,866.53
70,001	80,000	18,071.28
80,001	90,000	19,276.03
90,001	100,000	20,480.79
100,001	110,000	21,685.53
110,001	120,000	22,890.29
120,001	130,000	24,095.03
130,001	140,000	25,299.79
140,001	150,000	26,504.54
150,001	99,999,999	27,709.29

4.2.2 Rates for Pilotage

The charge assessed against a vessel for services rendered by pilots and for the availability of services.

Pilot Tariff in USD per move		
GT/SDWT		Tariff
	5,000	975.85
5,001	10,000	1,264.99
10,001	15,000	1,596.29
15,001	20,000	1,915.55
20,001	25,000	2,138.43
25,001	30,000	2,469.74
30,001	40,000	3,011.88
40,001	60,000	3,313.06
60,001	100,000	4,216.63
100,001	100,500	4,819.01
100,501	99,999,999	5,180.44

4.2.3 Rates for Mooring & Unmooring

The charge for the service of attendance to a vessel's lines (mooring ropes) during berthing or unberthing and/or shifting. For avoidance of doubt, these rates will be charged at both mooring as well as unmooring.

For use other than berthing or un-berthing, rates on application to APMT.

Mooring & un-mooring Tariff in USD		
GT/SDWT		Tariff
	60,000	361.43
60,001	99,999,999	542.14

4.2.4 Auxiliary Rates

Auxiliary Rates for Marine Services in USD		
1	If a vessel arrival is notified less than seventy two (72) hours in advance, it is subject to an additional charge in addition to Clauses 4.2.1, 4.2.2 and 4.2.3	USD 180.71 per Late Notification
2	If a vessel berth/sail outside normal hours (08h00 – 18h00), it is subject to an additional charge in addition to Clauses 4.2.1, 4.2.2 and 4.2.3	+30%
3	If a vessel berth on a Sunday or a public holiday, it is subject to an additional charge in addition to Clauses 4.2.1, 4.2.2 and 4.2.3	+100%
4	Tug kept waiting through any fault of the vessel or vessels agent. Per hour or part thereof	USD 481.90 per hour
5	Pilots kept waiting through any fault of the vessel or vessels Agent. Per hour or part thereof.	USD 120.48 per hour
6	Mooring gang kept waiting through any fault of the vessel or vessels Agent. Per hour or part thereof.	USD 120.48 per hour
7	If tug(s) and/or pilots are cancelled, a cancellation fee is applied	USD 602.38 per cancellation
8	Furnishing ropes for use in towing	USD 60.24 per request
9	Charge for mooring launches for vessel movement and other operations (non compulsory)	USD 120.48 per hour
10	Shifting a vessel on customer request within the port	USD 1,204.75 per shifting