

MARTRADE PORTS STANDARD TERMS & CONDITIONS

1. Definitions and Interpretation

1.1. Below definitions shall apply to Services provided by or on behalf of the Terminal Operator to the Client.

'Agent'	shall have the meaning given to it in Section 8.
'Cargo'	means goods of any kind, size or weight/measurement whatsoever including solid, liquid or gaseous substance, product or Hazardous Cargo transported to, from, in or through the Terminal irrespective of the mode of transport and involving the use of the Services. Without limiting the definition, Cargo includes further any Container, Cargo transported in a Container (including on an Out of Gauge Container), as break bulk, bulk, liquid, sto-ro/ro-ro, general, heavy lift and specialist cargo.
'Confidential Information'	means the provisions of these GTC's 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 standard ISO Container, suitable for stacking and transportation of dry, liquid gas or refrigerated Cargo constructed of metal, fibreglass, plastic or wood, which confines its contents and must be capable of being handled as a unit and lifted by means of a container spreader. The definition includes, but is 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).
'Custody'	means i) in respect of import Cargo: (a) the period which begins when the Cargo is physically lifted off from the ship's deck, hold or from the top of other Cargo on the ship and ends when the Cargo is mounted onto the withdrawing truck by the Terminal Operator's cargo handling equipment for delivery to consignee, or if shorter, (b) the period during which the User is responsible for the Cargo under the bill of lading or other transport document if one has been issued and of which a copy has been provided to the Terminal Operator; ii) in respect of export Cargo the period which begins when the Cargo is physically lifted off from the truck by the Terminal Operator's cargo handling equipment for stacking at the yard of the Terminal and ends when the Cargo is laid to rest on the ship's deck, hold or on top of another container on the ship; for liquid cargos the period while the liquid cargo is flowing through the Terminal Operator's pumping station; and iii) in respect of transshipment Cargo the period which begins when the Cargo is physically lifted off from one ship's deck, hold or from the top of the Cargo on one ship and ends when the Cargo is laid to rest on another ship's deck, hold or on top of another Cargo on another ship.
'Cyber Event'	means when unauthorised acts or activities occur on a computer system, computer network or a computer service which is owned, leased or used by MARTRADE.
'Fees'	means the Terminal Operator's fees imposed by the Terminal Operator pursuant to law and/or agreement with User.
'GTC's'	mean these General Terms and Conditions as may be amended from time to time by the Terminal Operator without prior notice.
'Hazardous Cargo'	means Cargo of any kind classified by the International Maritime Organization or local laws/regulations as hazardous cargo and shall include "dangerous goods" as defined in the International Maritime Dangerous Goods Code. Hazardous Cargo further includes items or goods which are or may become of a dangerous, inflammable, radioactive or damaging nature and items or goods likely to harbour or encourage vermin or other pests. The terms Hazardous Cargo includes any empty uncleaned packaging which previously contained Hazardous Cargo, unless the packaging has been sufficiently cleaned of residu.
'Health and Safety Rules'	means the health and safety rules of the Terminal Operator notified to the User from time to time.
'IQD'	means the official currency of the Republic of Iraq.
'Liabilities'	means any and all costs (including the costs of investigating and defending any claims), expenses, claims, demands, losses, damages, liabilities, orders, awards, fines, penalties, proceedings and judgments of whatsoever nature.
'MSDS'	means Material Safety Data Sheet and is a technical document provided by the manufacturer of the goods. It provides detailed and comprehensive information on a controlled product related to (1) health effects of exposure to the product (2) hazard evaluation related to the product's handling, storage, or use (3) measure to protect workers at risk of exposure and (4) emergency procedures.

'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 the Iraqi Law No. 21 of 1995 and any instructions issued pursuant to that law.
'Reefer Container'	means a Container used for the transportation of refrigerated or otherwise temperature-controlled Cargo.
'Services'	means any services that are provided by or arranged by the Terminal Operator.
'Terminal'	means the container terminal/ terminal facilities at Berth 8 and/or Berth 9 at Khor Al Zubair, Iraq and/or terminal facilities at Berth 16 at Umm Qasr, Iraq or such extensions awarded from time to time to the Terminal Operator.
'Terminal Operator'	means each separately and both together, as context requires, "Marlog LBG Logistics GmbH" and its subsidiary "Khor Al Zubair Yard for container, general and project cargo handling, transport and marine services limited", including their successors, legal heirs, executors, administrators and permitted assigns.
'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;
'Ton'	unless otherwise specified, all Tons shall be regarded as Freight Tons and shall be determined by a weight tonne of 1,000 kilos or a measurement of one cubic meter whichever is greater.
'USD'	means the official currency of the United States of America.
'User'	means i) any person or entity using the Terminal Facilities or to/from whom any Service, work or labour is furnished, performed, done or made available by the Terminal Operator or any other person using the Terminal, ii) any person or entity owning or having custody of Cargo moving in, over or through the Terminal; iii) all vessels and their owners, operators, charterers, crew and agents, and iv) any other person, firm or corporation that conducts business at the Terminal, including but not limited to the owner, or any other person who is or may become interested in, any road or rail vehicle which enters the Terminal; and any person who drives or operates such vehicle and any person who uses and/or enters the Terminal.

1.2. If the Port Act is compulsorily applicable to any Services, these GTC's shall as regards such Services be read subject to the Port Act and nothing in these GTC's 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 General Terms and Conditions contravenes the Port Act to any extent, such part shall as regard such Services be void to that extent and no further.

1.3. In these GTC's i) 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, ii) a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership, iii) a person includes a reference to that person's legal personal representatives, successors and permitted assigns, iv) the singular includes the plural and vice versa (unless the context otherwise requires), v) any words following the word "including" shall be interpreted without limitation to the generality of the preceding words, and vi) a reference to a condition, unless the context otherwise requires, is a reference to a clause of these GTC's.

2. Services

2.1. The Terminal Operator will i) provide the Services subject to and in accordance with these GTC's, ii) provide the Services using reasonable care and skill, iii) comply with all laws and regulations in force and applicable to the relevant Services, and iv) obtain all necessary licenses and permits required to operate as a terminal operator and provide the Services.

2.2. Subject to specific, clear and executable written instructions given by the User and accepted by the Terminal Operator in writing before the Services are provided, 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 in the interest of the User, the safety of Cargo and/or personnel of the Terminal Operator and the User shall reimburse the Terminal Operator with all expenses incurred thereby.

2.3. The Terminal operates sixteen (16) hours a day, between 8:00 a.m. and 12:00 a.m. (midnight), every day throughout the year, except for the period during Ramadan, when terminal operating hours may be reduced in observance of Ramadan.

3. Scope and application of these GTC's

These GTC's shall apply to i) all Services provided to the User, ii) the use by any User of the Terminal and/or the facilities at the Terminal, iii) all ships which berth at the Terminal, iv) and shall also 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 Terminal.

4.2. The User shall give the Terminal Operator notice of its requirement to berth at the Terminal at least seventy-two (72) hours before the estimated time of arrival of the ship, and thereafter regular updates and twenty-four (24) hours-notice prior to estimated time of arrival.

4.3. If a ship arrives at the Terminal within twelve (12) hours 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 ship, the User shall also give the Terminal Operator all the relevant details of the Cargo in respect of which the Services will be required at least 48 hours before the estimated

time of arrival of the ship (details to include as minimum number, type, weight and dimension). The Terminal and the User will agree the maximum number of moves required prior to arrival of the ship. Based on the agreed maximum number of moves, the Terminal Operator will allocate the ship a berthing window during which the Services will be provided (in this Section "Berthing Window"). The User shall procure that the ship shall vacate the berth at the end of the Berthing Window. Should the ship fail to sail at the end of the Berthing Window the Terminal Operator reserves the right to charge the ship consequential losses.

5. User's obligations and warranties

5.1. The User shall provide all the documents and information details of the Cargo as follows: (Manifest-Reefer list-IMO list) at least forty-eight 48 hours before the estimated time of arrival of the ship.

5.2. At all times when a ship is berthed at the Terminal, the User shall ensure that the ship:

- i) furnishes adequate lighting and safe access and exit for the Terminal Operator's personnel;
- ii) 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;
- iii) maintains engines in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth;
- iv) and its crew members adhere at all times to all Health and Safety Rules; and
- v) complies with all applicable laws and legal requirements relating to them, the Cargo, the Containers, their activities and the use of the Terminal.

5.3. The User will be solely responsible for complying with all formalities, procedures and regulations prescribed by the relevant port authority, customs authority and any governmental authority or other agency having legal jurisdiction over the relevant matter and which arises in connection with the Cargo and/or the ship and for obtaining all necessary licenses, and authorizations required for the transportation, exportation or importation of the Cargo. The User shall have an appropriate insurance in place covering the common insurable risks of loss and/or damage suffered by the Terminal Operator in connection with all User's Liabilities under these GTC's.

5.4. User's Warranties

5.4.1. The User warrants and represents that:

- i) it is authorized to contract with the Terminal Operator on the terms of these GTC's in respect of the ship, the Cargo, and that it is accepting these GTC's not only for itself, but also as agent for and on behalf of the owners of the ship (if it is chartered by the User), Cargo and Containers or any other person who is or may become interested in the Cargo.
- ii) all the documentation and information provided by the User or its representatives in relation to any Cargo and/or Containers is full and accurate.
- iii) the vessel shall in all aspects be ready and fit for loading or discharging Cargo at the Terminal and shall comply with all laws and regulations in force.
- iv) it shall clean (which includes making them free from gases) the tanks, pipes and pumps of the vessel as necessary. After loading or discharging, the User shall clear shore pipelines of cargo. The Terminal shall not be responsible for any admixture (if more than one quality of oil is loaded), nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from gross negligence of the Terminal.
- v) it respects (1) all applicable local laws and regulations (including but not limited to anti-corruption and the like), (2) the Foreign Corrupt Practices Act and any amendments thereto and (3) the U.K. Bribery Act of 2010.

5.4.2. In respect of all Cargo, the User warrants and represents that they:

- i) 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, for Hazardous Cargos MSDS are provided before the discharging/loading operations commence.
- ii) do not give off any injurious dust, gas, fumes, liquid or radiation.
- iii) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while at the Terminal.
- iv) are not over-heated or under-heated or liable to become so while at the Terminal.
- v) will not contaminate or cause danger, injury or pollution or damage to any person, the Terminal, any other cargo, equipment or ship or the environment adjacent thereto or generally.
- vi) 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, dust, pilferage or proximity to other cargo or from in flammability but will remain safe if left standing in the open or in covered accommodation at the Terminal if and how agreed in writing with the Terminal Operator.
- vii) contain no drugs, prohibited or stolen goods, contraband, pornographic or other illegal matter.
- viii) are fit for their intended purpose and in a fit and proper condition to be handled or otherwise dealt with by the Terminal Operator.
- (ix) respect all applicable local laws and regulations.

5.5. Reefer Containers

5.5.1. The Terminal Operator will check and record the temperature of the Reefer Containers stored at the Terminal subject to instructions being given in writing to the Terminal Operator at least two (2) business days in advance of receipt of a specific Reefer Container by Terminal Operator and such instructions are accepted in writing by the Terminal Operator, the Terminal Operator may check and report the temperatures of the Containers as mutually agreed.

5.5.2. The Terminal Operator shall not be responsible or liable in any way for any Reefer Container or the refrigeration of refrigerated Cargo if the User fails to give written instructions, or provides wrong or inadequate instructions concerning the handling thereof.

5.5.3. If the Terminal Operator is instructed in writing in accordance with this Section 5, the Terminal Operator will, within a reasonable time of receipt, connect the Reefer Container to a power supply. The Terminal Operator shall not be obliged to maintain an auxiliary power supply and Terminal Operator shall under no circumstances be responsible for any failure or discontinuance or interference from time to time in the mains power supply howsoever arising.

5.5.4. The Terminal Operator shall have the right to disconnect the Reefer Container from the power supply provided the Reefer Container is not claimed by its owner within the period of time specified in Customs Law No. 23 of 1984 (as amended).

5.6. Stripping of Containers

5.6.1. The Terminal Operator shall have no obligation to strip the Containers, however if it 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 User and the Terminal Operator 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 User shall ensure compliance with the rules and regulations of the customs authorities for opening and unpacking of any Container. The Terminal Operator 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 User.

5.7. Indemnity

The User shall promptly hold harmless and indemnify the Terminal Operator against any and all Liabilities howsoever assumed, incurred or suffered by the Terminal Operator, its employees, servants, agents, insurers or re-insurers as a result of or in connection with any of the following:

- i) any breach by the User of its obligations, representations, and/or warranties under these GTC's;
- ii) the Terminal Operator acting in accordance with the User's instructions.

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:

- i) the User shall promptly provide the Terminal Operator in writing with full 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
- ii) the Cargo 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 of 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 Section 6.

7. Terminal Operator's rights

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

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

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 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 has the right to refuse to handle Cargo, which, upon inspection, is found not to comply with the applicable rules, regulations, ordinances, or laws and to reject and/or return such Cargo at the sole expense and risk of the User.

7.6. 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 GTC's.

8. Agent

The User may, subject to prior notification in writing to the Terminal Operator, appoint an agent in respect of the Services (hereafter the "Agent"), in which event the User shall be deemed to have authorized 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 GTC's unless the User notifies the Terminal Operator to the contrary at any time hereafter and:

- i) 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 GTC's (including any rebate);
- ii) any payment made by the Terminal Operator to the Agent pursuant to these GTC's shall be held by the Agent in trust for the User and the receipt by the Agent of such payment shall be a full and sufficient discharge of the Terminal Operator in respect of such payment; and
- iii) the power granted to the Terminal Operator under this Section 8 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 Fees. The Terminal Operator shall be entitled to vary its Fees at any time by giving thirty (30) calendar days' written notice to the User. In case of immediate changes to applicable tariffs and/or units used to apply the tariff by state bodies, agencies and/or authorities of the republic of Iraq (especially the port authority) the Terminal Operator shall be entitled to change the Fees with immediate effect by giving a notice in writing to the User.

9.2. Unless otherwise agreed in writing with the User all Fees are payable in advance prior to the provision of the Services. No later than forty-eight (48) hours before arrival of any shipment at the Terminal, the Terminal Operator shall send a Provisional Disbursement Account or "PDA". The amount indicated on the PDA must be paid by the User to the Terminal Operator before arrival of

the shipment. The Terminal Operator shall adjust against the PDA all the invoices raised for the shipment (hereafter Final Disbursement Account or "FDA"). Any balance between the PDA and FDA shall be settled within 5 working days.

9.3. All sums payable by the User as set out in the invoices raised by Terminal Operator shall be recovered immediately from the advance deposit amount mentioned in Section 9.2. Any payment shall only be considered as received once it is credited on the bank account of the Terminal Operator as indicated on its invoice.

9.4. Any disputed invoice shall be dealt with separately independent of the advance deposit. Should User dispute any items on any invoice in whole or in part, or if the invoice is prepared or submitted incorrectly in any respect, User must provide Terminal Operator detailed reasons for such rejection within 7 days following the invoice date, no representation shall be entertained thereafter, and the invoice becomes final. Terminal Operator shall have the right to unilaterally amend the substantive part of any invoice, if the substance thereof is disputed, and issue a credit note for the rejected part or whole of the invoice as applicable. Upon receipt of such amended invoice or credit note by User, User shall pay the undisputed part of a disputed invoice.

9.5. All Fees are exclusive of value added tax and any other tax, duty or fee imposed from time to time by any government or other authority which shall be paid by the User at the rate and in the manner prescribed by law.

9.6. All payments due from the User under these GTC's shall be made in full without any set-off, abatement, restriction or condition and without any deduction in respect of bank charges or otherwise or withholding for or on account of a counter claim.

9.7. The Terminal Operator reserves the right to charge interest at a rate of zero-point five (0.5) percent per calendar day, calculated on a daily basis, on all amounts not received by the due date for payment.

9.8. All offers are based on the rate of exchange (hereafter "ROE") between in-country local currency and USD, as published by the Central Bank of the country of operation on the date of the offer. If on the day of completion of the services the ROE differs more than 5%, the new rate of exchange applies. Should a User fail to pay any invoice (including but not limited to FDA's) until the due date it shall bear the consequences of any impact of the rate of exchange. Company reserves the right to adjust its invoice to reflect the higher value.

10. Lien

10.1. Without prejudice to any other rights and remedies MARTRADE may have under these conditions or otherwise and unless otherwise agreed, MARTRADE shall have a particular and general lien on all Cargo and any documents relating thereto for all sums whatsoever due at any time to MARTRADE. The Client shall not pledge rights of surety, lien or any other type of security related to such Cargo to a third party without MARTRADE's prior written consent.

10.2. Where any sum due to MARTRADE from the Client or Owner remains unpaid, MARTRADE, on giving 28 (twenty-eight) days' notice in writing to the Client, shall be entitled (without liability to the Client and Owner) to sell or dispose of such Cargo or documents by public auction or by private treaty at the risk and expense of the Client and Owner and to apply the proceeds of any such sale or disposal in or towards the payment of the sums due.

11. Liability

11.1. Ship

11.1.1. The Terminal Operator shall only be liable for loss of or damage to any ship including its gear and all other equipment to the extent the same was caused by the gross negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is responsible.

11.1.2. The Terminal Operator's liability under Section 11.1.1 shall be limited to the lesser of: (a) the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the ship and (b) two million (2,000,000.00) US-Dollars per incident or series of connected incidents.

11.2. Containers

11.2.1. The Terminal Operator shall only be liable for loss of or damage to any Container to the extent the same was caused by the gross negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is responsible.

11.2.2. The Terminal Operator's liability under Section 11.2.1 shall be limited to the lesser of:

- i) the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the Container; and
- ii) seven thousand five hundred (7,500.00) US-Dollars per Container, unless the Container is either (a) a Reefer Container, in which case the limit shall be twenty thousand (20,000.00) US-Dollars per Reefer Container or (b) a tank Container, in which case the limit shall be fifteen thousand (15,000.00) US-Dollars per tank Container.

11.3. Cargo

11.3.1. The Terminal Operator (or any other party for whom Terminal Operator is responsible) shall be entitled to avail itself of the defences, limitations and exclusions of liability which are available to the User under the bill of lading or other transport documents, evidencing a contract of carriage, which has been issued in respect of Cargo carried by the User.

11.3.2. Where no bill of lading or other transport document as aforesaid has been issued in respect of the Cargo, the Terminal Operator shall only be liable for loss of or damage to any Cargo to the extent the same is caused by gross negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is responsible, and such liability shall be limited to the lesser of: (a) the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the Cargo; and (b) two (2) US-Dollars per kilo of gross weight of the Cargo lost or damaged, or in case of steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast iron pipes) one thousand (1,000.00) US-Dollars per package or per customary freight unit.

11.4. Delay

11.4.1. The Terminal Operator accepts no responsibility whatsoever and howsoever arising (including negligence and events beyond the Terminal Operator's control) with regard to any failure to adhere to any timeframe or any delay in the performance of the Services (including to Containers, Cargo or ships).

11.4.2. Without prejudice to Section 11.4.1, if the Terminal Operator is found liable for loss or damage caused by delay or if the Terminal Operator fails to adhere to timeframes agreed under Section 11.4.1, the Terminal Operator's liability for the same shall not in any circumstances whatever exceed a sum equal to the amount of the fees in respect of the Services provided in relation to the relevant Containers, Cargo or ships.

11.5. Exclusions

11.5.1. The Terminal Operator shall not be liable for loss of or damage to any ship, Container or Cargo under the provisions of this Section 11 unless the User can establish that the loss or damage was directly caused by the Terminal Operator or any other party for whom the Terminal Operator is responsible whilst (in respect of Cargo or Containers) the same was in the Custody of the Terminal Operator or any other party for whom the Terminal Operator is responsible. If the loss or damage was contributed to by the act or omission of the User or any other person, the Terminal Operator shall be exonerated from liability under Section 11 to the extent that such act or omission contributed to the loss or damage.

11.5.2. The Terminal Operator shall not be liable for loss of or damage to any ship, Container or Cargo under the provisions of this Section 11 unless the Terminal Operator's cargo handling equipment was used.

11.5.3. Save as set out in Section 11, the Terminal Operator shall not be liable for loss of or damage to any ship, Cargo or Container howsoever arising (whether caused by negligence or otherwise).

11.5.4. The Terminal Operator shall not be liable for (1) delay, (2) loss of or damage to any ship, Container or Cargo which is caused directly or indirectly by a Cyber Event.

11.6. Limitation of liability

Notwithstanding any other provision of these GTC's, under no circumstances shall the maximum aggregate liability of the Terminal Operator towards all Users arising under or in connection with the Services provided in relation to the relevant Containers, Cargo or ships exceed three million (3,000,000.00) US-Dollars during any calendar year which shall include all claims which relate to any event or series of events which occurred, commenced or had their originating cause or source in such calendar year.

11.7. General liability

Notwithstanding any other provision of these GTC's, the Terminal Operator shall have no liability for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims (in each case whether direct or indirect) or for any indirect or consequential loss in respect of all claims, losses or damages, whether arising from tort (including negligence and events beyond the Terminal Operator's control), bailment, breach of contract, breach of statutory duty or otherwise under or in connection with these GTC's, performance or any failure or delay in performance of the Services or any obligation under these GTC's (including delay to a ship or Cargo) or termination of the agreement constituted by these GTC's.

11.8. Applicability to actions in tort

The defences, exclusions and limits of liability provided for in these GTC's shall apply in any action against the Terminal Operator whether the action be found in tort, bailment, contract, breach of express or implied warranty or otherwise.

11.9. Notice of loss

11.9.1. Any claim by the User against the Terminal Operator arising in respect of any Service provided for the User, or which the Terminal Operator has undertaken to provide must be made and notified in writing to the Terminal Operator within a reasonable time, but in any event latest three (3) calendar days from the date of the event or occurrence alleged to have given rise to a cause of action against the Terminal Operator.

11.9.2. The parties agree that any claim not made and notified in accordance with Section 11.9.1. shall be deemed to be waived and absolutely barred.

11.10. Time Bar

11.10.1. Notwithstanding the provisions of Section 11.9, the Terminal Operator shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Service provided for the User, or which the Terminal Operator has undertaken to provide, unless legal proceedings be brought and written notice thereof given to the Terminal Operator within nine (9) months from the date of the event or occurrence alleged to have given rise to a cause of action against the Terminal Operator.

11.11. De-Minimis

The User shall not be entitled to bring any claim howsoever arising (including negligence) unless and until the amount of any such individual claim exceeds seven hundred fifty (750.00) US-Dollars.

11.12. Indemnity for excess liability

The User shall promptly indemnify the Terminal Operator against any and all liabilities howsoever assumed, incurred or suffered by the Terminal Operator, its employees, servants, agents, insurers or re-insurers as a result of or in connection with any claim made by any third party (including without limitation a claim made by the owner of the Cargo or any other person who is or may become interested in the Cargo or any customs authority) (hereafter a "Third Party Claim"):

- i) when the Third Party Claim arises from or in connection with the Services (whether caused by the Terminal Operator's negligence or otherwise); and
- ii) to the extent the Third Party Claim exceeds the Terminal Operator's liability to the User under the GTC's.

11.13. Without prejudice to any other provisions of these GTC's, the User shall incorporate into the bill of lading and other transport documents evidencing contracts of carriage issued in respect of Cargo carried by the User, a clause to the effect that while acting in the course of or pursuant to these GTC's, the Terminal Operator 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 User, but no further, and the Terminal Operator for itself and any party for whom it is responsible hereby accepts such benefit. The User shall indemnify and hold harmless the Terminal Operator against any liabilities howsoever arising from any breach of the provisions of this Section 11.13.

11.14. The Terminal Operator authorizes, empowers and directs the User to act, and the User hereby agrees to act, as the Terminal Operator's trustee and/or agent for the limited purpose only of complying with Section 11.13.

12. Insurance

The Terminal Operator is under no obligation to maintain property insurance for Containers, Cargo or Ships. It is the responsibility of the User to procure such insurance coverage. Terminal Operator encourages the User to take out such insurance.

13. Force majeure

13.1 Neither party shall be liable to the other for any loss or damage to any Cargo or Container, delay or non-performance of its obligations under the Agreement to the extent that such loss, damage, delay or non-performance is due to any circumstance beyond the reasonable control of the party relying on the force majeure including but not limited to 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, cyber-attacks, computer viruses, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) shortages of labor, materials and services and inability or delay in obtaining supplies or any other force majeure event, including events defined in paragraph 3 of the ICC Force Majeure Clause (Long Form).

13.2 Storage and demobilization/re-mobilization costs to be on the account of the Client in the event of a force majeure event.

13.3 Either Party may terminate the Agreement if a force majeure event continues for more than 180 calendar days.

13.4. The ICC Hardship Clause is incorporated in these Conditions with paragraph 3C.

14. Assignment and subcontracting

14.1. The Terminal Operator may assign any or all of its obligations under these GTC's.

14.2. The User may not assign, novate or otherwise dispose of its rights or obligations under these GTC's or any part thereof without the prior written consent of the Terminal Operator.

14.3. The Terminal Operator may sub-contract any part of its obligations under these GTC's.

15. Compliance

15.1 User acknowledges that Terminal Operator and its employees, officers, directors, and representatives are subject to the United States Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, and all applicable local laws related to anti-corruption and the like (the "Anti-Corruption Laws"). Accordingly, User must comply with and are subject to the requirements of such Anti-Corruption Laws.

User represents, warrants, and agrees that it and all who act on its behalf will fully and faithfully comply with all requirements of the Anti-Corruption Laws and Terminal Operator's policies in connection with all of their activities under or in respect to these GTC's.

15.2 User represents and warrants that neither User, its principals, owners, directors, or managers nor any affiliate of User are on the list of Specially Designated Nationals maintained by the United States Office of Foreign Assets Control pursuant to Title 31 of the United States Code of Federal Regulations, Section 594.

User may not conduct any business with any person or entity on the list of Specially Designated Nationals or Blocked Persons list (as designated by the United States government from time to time) or with any other persons or entities on any similar blocked list or watch list ("Prohibited Parties"). It is the policy of Terminal Operator to comply with such laws of the U.S., the U.K., the E.U., and applicable local law. User shall also be responsible for complying with such laws.

16. Miscellaneous

16.1. Entire Agreement

These GTC's (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). If the User's documentation contains terms or conditions additional to or at variance with these GTC's every such additional or varying term or condition shall be of no effect.

16.2. Representation

The User acknowledges that it does not enter into these GTC's in reliance on any representation, warranty or other undertaking or understanding not fully reflected in the written terms of these GTC's and all conditions, warranties of other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

16.3. Severability

(i) If any provision of these GTC's is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then these GTC's will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the GTC's, valid and enforceable. If a court declines to amend these GTC's 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 GTC's had been executed with the invalid, illegal or unenforceable provision eliminated.

(ii) In the event of any such severance as described in Section 16.3, 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.

16.4. Waiver

The failure of the Terminal Operator to insist upon strict performance of any provision of these GTC's, or the failure of the Terminal Operator 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 GTC's. A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract. No waiver of any of the provisions of these GTC's shall be effective unless it is expressly stated to be a waiver and communicated to the User in writing in accordance with the provisions of Section 16.8.

16.5. Non exclusivity of right or remedies

Except as expressly stated in these GTC's, no right or remedy conferred upon any party by these GTC's shall be exclusive of any other right or remedy howsoever arising and all such rights and remedies shall be cumulative.

16.6. Amendments

Any modification, variation, amendment or addition to these GTC's must be in writing and signed by a duly authorized representative of the Terminal Operator.

16.7. Independent Contractor

The Terminal Operator is an independent contractor under these GTC's. Nothing in these GTC's 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. User shall hold itself out as an agent of or in a joint venture with the Terminal Operator. 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 GTC's.

16.8. Notices

Notifications shall be made in writing, by mail, via e-mail or by fax according to the data exchanged between the parties. Any notice served by mail shall be deemed to have been given on the third day following the day on which it was mailed.

16.9. Headings

Headings of clauses or groups of clauses in these Conditions are for indicative purposes only.

16.10. Legislation

If any legislation is compulsory applicable to Services undertaken – in whole or in part - these STC's shall, as regards such Services, be subject to such legislation. However, nothing in these STC's shall be construed as a surrender by Terminal Operator of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these STC's is held to be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

16.11. Dispute resolution and applicable law

(i) These GTC's 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 laws of England and Wales.

(ii) Any dispute, controversy or claim arising out of or relating to this Agreement, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled under the rules of the Arbitration Rules of the German Institution of Arbitration (DIS) by three (3) arbitrators appointed in accordance with the said rules. The place of arbitration shall be Dusseldorf, Germany. The language of the arbitration shall be English.

(iii) The Terminal Operator shall be entitled to bring legal proceedings against the User in the courts of country of operation 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.