

**CAI MEP INTERNATIONAL TERMINAL
Standard Terms and Conditions**

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1. DEFINITIONS

"Affiliates" means in relation to a body corporate, any subsidiary or holding company thereof and any subsidiary of any such holding company or any entity which Controls, is controlled by, or is under the common Control of such body corporate;

"Standard Terms and Conditions" means these Standard Terms and Conditions for Container Terminal Services and other service agreed, and includes any Appendices hereto, as may be amended in writing from time to time;

"Arrive" or **"Arrival"** means the arrival of a Container Ship at berth; alongside, all fast and gangway down;

"Authority" means Port Administration/Authorities of the Cai Mep – Thi Vai Port Complex including its employees and agents;

"Cargo" means merchandise of any kind whatsoever carried or to be carried on a Containership whether packed in or on a Container or not;

"Container" means any ISO Container 20', 40' 45' or 48' in length including but not limited to, high cubes, pallet-wide, flat racks, platforms, reefer and tank Containers, conforming with the safety requirements of CSC plate (Convention for Safe Containers), and which is normally handled by means of a Container spreader;

"Container Ship" Means a ship for the carriage of Containers, Non-Standard Containers and Uncontainerised Cargo of which

- i. The Customer (or any subsidiary or affiliated company of the Customer) is the owner, charterer or disponent owner; which shall include feeder ships owned, chartered, operated or used by the Customer;
- ii. the Customer partners' Containerships used within the framework of a Vessel Sharing Contract (hereinafter referred to as **"VSA"**) on the services calling at the Terminal; and
- iii. the Containerships of third parties carrying cargo of the Customer

"Container Terminal" means the container terminal(s) at the Port(s) stated in the Preamble hereof together with the Container Yard and all other equipment and buildings at the said terminal(s), whether constructed or under construction, together with any additional land, berths, buildings and Container Yards to be installed in connection with any further developments thereto for the purpose of providing Container Terminal Services;

"Container Yard" means the land and premises at the Container Terminal determined by CMIT as the area where Containers are received, stored and delivered for direct loading onto and discharge from Container Ships and includes any other areas within the stated terminal(s) used to provide the Container Terminal Services including, but not limited to, repair, storage, inspection, stuffing and un-stuffing of Containers;

"Container Terminal Services" means the services to be provided to the Customer by CMIT under these Standard Terms and Conditions in accordance with Schedules I and II, including all such other services which may be agreed between the Parties from time to time;

"Control" or **"Controlled"** means the holding of power to direct or cause the direction of management, policies and decisions of a company, corporation, partnership or other entity through, including without limitation, control by direct or indirect means of more than fifty per cent (50%) of the voting shares and/or voting rights in such company, corporation, partnership or other entity;

"Deep Sea Move" means the loading or discharging of a Container to or from any of the Customer's Container Ships as well as the loading or discharging of any container owned or operated by the Customer, handled to or from any other service or services calling at the Terminal, including both first and second lift on Transshipment Moves;

"Domestic Barge" means a flat bottomed boat, self-propelled or otherwise, designed for canal, shallow water or domestic river transportation only

"EDI" means electronic data interchange between the Parties;

"EDIFACT" means the United Nations standards for the Electronic Data Interchange for Administration, Commerce and Transport;

"Hazardous Cargo" means Cargo of any kind classified by the International Maritime Organisation or International Maritime Dangerous Goods Code as hazardous;

"Move" means the loading or discharging of a Container, or other equipment owned or leased by the Customer using a standard container crane spreader

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

"Out of Gauge Container" means a Container where the Cargo protrudes outside the standard frame;

"Port" means the port of Cai Mep;

"Rates" means the prices charged by Terminal Operator and agreed upon with the Customer in respect of the Terminal Services rendered by Terminal Operator pursuant to these Standard Terms and Conditions as more specifically set out in Schedule I;

"Services" any service provided by the Customer to its customer and which allow Cargo to be carried from one port to another;

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

"VSA" means any vessel sharing Contract being a Contract between any container shipping division, company or entity of the Customer, and other shipping Customers where the two or more shipping Customers agree to share, swap, exchange and/or purchase cargo/container space from each other with respect to one or more Customer Services;

"US Dollars" or **"USD"** means the lawful currency of The United States of America

"Vietnamese Dong" or **"VND"** means the lawful currency of the Socialist Republic of Vietnam.

- 1.1 Words and phrases defined elsewhere in these Standard Terms and Conditions shall have the meanings there attributed to them.
- 1.2 In these Standard Terms and Conditions unless the context otherwise requires:
 - (a) a reference to a statute or statutory provision includes a reference:
 - i) to that statute or provision as from time to time amended, modified, re-enacted or replaced; and
 - ii) to any repealed statute or statutory provision which it re-enacts (with or without modification).
 - (b) words in the singular include the plural, and vice versa;
 - (c) words importing any gender include all genders;
 - (d) a reference to a person includes any individual, firm, company, corporation, government, state or agency of a state or an association or partnership (whether or not having separate legal personality) or two or more of the foregoing and any other legal entity;
 - (e) References to Clauses, Sub-Clauses and Schedules in these Standard Terms and Conditions are to Clauses, Sub-Clauses and Schedules of these Standard Terms and Conditions, unless expressly stated otherwise. The Schedules of these Standard Terms and Conditions shall form an integral part of these Standard Terms and Conditions;
 - (f) headings to Clauses, Sub-Clauses and Schedules in these Standard Terms and Conditions are for convenience of reference only and are not to be taken into account in the construction or interpretation of these Standard Terms and Conditions;
 - (g) references to these Standard Terms and Conditions include these Standard Terms and Conditions as amended or varied in accordance with its terms;
 - (h) references to any Contract or deed or other instrument shall be construed as a reference to such Contract, deed or other instrument as the same may from time to time be amended, varied, supplemented or novated; and
 - (i) any references to day, month and year shall mean a reference to a calendar day, calendar month and calendar year respectively.

2. GENERAL

- 2.1 The Terminal Operator shall provide to the Customer the Terminal Services and such other services as requested by the Customer and agreed in writing by the Terminal Operator from time to time at rates also agreed in writing at the Terminal in an efficient, economical and prudent manner in accordance with:

- (a) best operating practices consistent with industry standards that prevail in Container Terminals ;
 - (b) with the terms of these Standard Terms and Conditions and any other Schedules forming part of it including but not limited to Schedule II Description of Services; and
 - (c) Operational and Port Procedures which are agreed in writing between the Parties from time to time.
- 2.2 The Terminal Operator is required to perform all work and provide all Container Terminal Services and other services agreed hereunder in a manner that ensures adequate protection for employees, and other individuals entering the premises of CMIT, such as but not limited to independent contractors, the public, the environment, the Containers, Out of Gauge Containers and the cargo, in full compliance with all applicable international, national, and local health, safety, and environmental laws, rules and regulations.
- 2.3 The Terminal Operator shall strive for a continuous improvement of health, safety and environmental performance and ensure that management of health, safety, and environment is an integral and visible part of Terminal Operator's work planning and execution processes.
- 2.4 The Customer operates a combined Container transport service with Containerships owned or operated by the Customer or its VSA partners.
- 2.5 The Customer will own or hire containers, which will be operated independently by each Customer in the Container Service. Each Customer will issue its own Bill of Lading in respect of its own part of the Cargo to be transported under the Container Service and irrespective of the Containership(s) in which the Cargo is to be carried.
- 2.6 Except where it is expressly or impliedly otherwise provided by the Terms or context hereof these Standard Terms and Conditions is made between the Terminal Operator and the Customer individually, with the intention that these Standard Terms and Conditions shall govern the Customer's relationship with the Terminal Operator in respect of the Cargo for which it shall have issued a Bill of Lading and in respect of the Containers and equipment owned or hired by the Customer and used in the Container Service and/or in respect of the Customers' Containerships.
- 2.7 For the avoidance of doubt, Containers shipped by the Customer, calling at the Terminal, will be subject to the provisions of these Standard Terms and Conditions. Upon written request from the Customer the terms and conditions of these Standard Terms and Conditions including rates will be extended to any other subsidiary and affiliated companies of the Customer or any companies managed by the Customer.
- 2.8 Upon written request of the Customer, the Terminal Operator will endeavour to secure and / or exercise any rights and remedies on behalf of the Customer which the Customer may have under the contract of carriage by Containership against any third party (such as Shippers, Consignees, Cargo Owners etc.) while any object or subject - matter of such rights or remedies - is in the custody of Terminal Operator, its employees, its servants and/or subcontractors.

3. TERMINAL OPERATOR SERVICES

- 3.1 In order to perform the Container Terminal activities for the Customer, the Terminal Operator agrees:
- (a) The availability of sufficient handling and storage area for all Containers moved by the Customer and for Cargo to be loaded or discharged within the Contracts on dwell time as set out in Schedule II of these Standard Terms and Conditions;
 - (b) To provide the documentation as specified in Schedule II.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 4.1 The Customer hereby represents, warrants and undertakes to the Terminal Operator that, throughout the duration of these Standard Terms and Conditions:
- (a) the Customer shall:
 - i) pay the rates, tariffs and all other amounts due under these Standard Terms and Conditions for the handling of its cargo;
 - ii) obtain all consents, licenses, authorisations, approvals, exemptions of any governmental, fiscal, monetary or other agency or authority and all other acts, conditions or things necessary for or required to ensure:
 - (A) the due execution and delivery by it of these Standard Terms and Conditions; and
 - (B) its compliance with, and performance of the terms and conditions of these Standard Terms and Conditions;
 - iii) comply with all applicable acts, ordinances, by-laws (including, but not limited to, Hazardous Cargo by-laws), regulations, policies and operating standards as may be specified from time to time by the Authority, any other relevant government authorities and all international conventions ratified by the Government of Vietnam relating to port operations;
 - iv) comply with any directions imposed by or agreed with the Terminal Operator for the use of the Terminal and premises operated, maintained and managed by or for and on behalf of the Terminal Operator or relating to Containers or Container Ships;
 - v) be duly incorporated, validly existing and in good standing under the laws of the place of its incorporation, with full power to carry on its business and own its property and to enter into and perform its obligations under these Standard Terms and Conditions, have complied with all statutory and requirements relative to its business, and have taken all necessary corporate and other action and have obtained all necessary consents and approvals (if any) to authorise the execution, delivery and performance of these Standard Terms and Conditions;

vi) at all times, comply fully with the terms of these Standard Terms and Conditions;

and

vii) these Standard Terms and Conditions, as executed and delivered, will constitute, valid and legally binding obligations of the Customer in accordance with its respective terms.

4.2 The Terminal Operator hereby represents, warrants and undertakes to the Customer that, throughout the duration of these Standard Terms and Conditions:

(a) the Terminal Operator shall:

i) obtain all consents, licenses, authorisations, approvals, exemptions of any governmental, fiscal, monetary or other agency or authority and all other acts, conditions or things necessary for or required to ensure:

(A) the due execution and delivery by it of these Standard Terms and Conditions; and

(B) its compliance with, and performance of the terms and conditions of these Standard Terms and Conditions;

ii) be duly incorporated, validly existing and in good standing under the laws of the place of its incorporation, with full power to carry on its business and own its property and to enter into and perform its obligations under these Standard Terms and Conditions, have complied with all statutory and requirements relative to its business, and have taken all necessary corporate and other action and have obtained all necessary consents and approvals (if any) to authorise the execution, delivery and performance of these Standard Terms and Conditions; and

iii) at all times, comply fully with the terms of these Standard Terms and Conditions and with all applicable laws and regulations issued by any authority having jurisdiction;

and

iv) these Standard Terms and Conditions, as executed and delivered, will constitute, valid and legally binding obligations of the Terminal Operator in accordance with its respective terms.

5. TERMINAL SERVICES AND RATES

5.1 For the performance of all Terminal Services under these Standard Terms and Conditions the Customer shall pay the Rates as per Schedule I.

5.2 Any service for which a rate is not expressively indicated in Schedule I shall be discussed and expressly agreed in writing by Parties prior to the Terminal Operator undertaking such service.

5.3 If any tax and/or Public tariff adjustment (including but not limited to consumption tax, value added tax and/or goods and services tax) during the duration of these Standard Terms and Conditions becomes applicable

to or is imposed on the provision of the Terminal Services, the Terminal Operator shall duly notify the Customer and the Customer shall, in addition to the rates and tariffs, also account to the Terminal Operator for an amount equal to such tax or adjustment. The Terminal Operator reserves the right to refuse to provide Terminal Services to the Customer, its Containerships and/or Cargo, including any Cargo already located within the terminal perimeter if the Customer shall fall into arrears with regard to payment of invoices appropriately raised to the Customer by the Terminal Operator.

6. LIABILITIES AND LIMITATIONS

- 6.1 The Customer will indemnify the Terminal Operator, its agents and Sub-contractors and its and their employees ("**Company Indemnified Parties**") against all claims, demands and proceedings, which may be made or brought by any person whether before or after the termination of these Standard Terms and Conditions, caused by the negligence or default of the Customer, its agents and Sub-Contractors and their employees against any Company Indemnified Party or Parties arising out of or in connection with the performance or purported performance of these Standard Terms and Conditions, and against all costs and expenses (including legal costs and expenses), which any of them may incur or sustain in respect of such claims, demands and proceedings in excess of the limitations contained in these Standard Terms and Conditions.
- 6.2 Notwithstanding any other provisions of these Standard Terms and Conditions, the Terminal Operator's liability under these Standard Terms and Conditions shall be conditional upon the Customer first having taken such other steps as may be necessary or as the Terminal Operator may reasonably require to avoid or reduce any such liabilities for which the Terminal Operator may be liable to the Customer under these Standard Terms and Conditions.
- 6.3 Every exemption, limitation, condition and liberty contained in these Standard Terms and Conditions and every indemnity, exemption from liability, defence and immunity of whatsoever nature applicable to the Terminal Operator or to which it is entitled hereunder shall also be available to and shall extend to protect all other Company Indemnified Parties.
- 6.4 The Customer will ensure that every exemption, limitation, condition and liberty and every exemption from liability, defence and immunity of whatsoever nature to which it is entitled against the shipper of the Cargo or any other person with an interest in the Cargo shall also be available to and shall extend to protect all Company Indemnified Parties.
- 6.5 The Terminal Operator will indemnify the Customer, its agents and Sub-contractors and its and their employees ("**CMIT Indemnified Parties**") against all claims, demands and proceedings, which may be made or brought by any person whether before or after the termination of these Standard Terms and Conditions, caused by the negligence or default of the Terminal Operator, its agents and Sub-contractors and its and their employees, against any CMIT Indemnified Party or Parties arising out of or in connection with the performance or purported performance of these Standard Terms and Conditions, and against all costs and expenses (including legal costs and expenses), which any of them may incur or sustain in respect of such claims, demands and proceedings.

- 6.6 Upon receipt of full and final payment from the Terminal Operator for any loss or damage suffered by the CMIT Indemnified Parties, the Customer shall forthwith release and discharge the Terminal Operator its agents and Sub-contractors and its and their employees or shall procure the release and discharge of the Terminal Operator , its agents and Sub-contractors and its and their employees by the respective CMIT Indemnified Party for all further claims of any nature whatsoever in connection with or in relation to the incident and shall indemnify the Terminal Operator, its agents and Sub-contractors and its and their employees in respect of the same.
- 6.7 Every exemption, limitation, condition and liberty contained in these Standard Terms and Conditions and every indemnity, exemption from liability, defence and immunity of whatsoever nature applicable to the Customer or to which it is entitled hereunder shall also be available to and shall extend to protect all other CMIT Indemnified Parties.
- 6.8 Neither Party to these Standard Terms and Conditions shall be entitled to any consequential, punitive or other similar indirect damages, including without limitation, loss of profit, loss of revenue or business.
- 6.9 The Terminal Operator is relieved of all liability to the Customer for all claims for cargo loss, damage or shortage of any nature or description unless such loss, damage or shortage is notified within 3 months after the cargo has departed the Terminal and claims is brought within 12 months from the date of the alleged wrongdoing. This 12 month period also includes claims for indemnity by the Customer for payments paid or faced, including subrogation claims and no extension of time for claims by the Customer, its interests, or any interests given to a third party, shall extend this 12 month period against the Terminal Operator, unless agreed to in writing by the Terminal Operator.
- 6.10 Any claim against the Terminal Operator shall lapse 12 months after the date of the alleged wrongdoing, unless such claim has been made subject of arbitration in accordance with article 13 or an extension is sought and granted by the Terminal Operator.

7. FORCE MAJEURE

- 7.1 In these Standard Terms and Conditions, "Force Majeure" means any event or circumstance or combination of events or circumstances whenever occurring which in each case:
- (a) is outside the control of the affected Party; and
 - (b) could not be avoided, prevented, overcome or mitigated with reasonable foresight, prudence and diligence;
 - (c) actually prevents performance of a Party's obligations under these Standard Terms and Conditions.
- 7.2 Neither Party shall be liable to the other Party for non-performance of its obligations hereunder to the extent such performance is actually hindered or delayed for reasons of Force Majeure.
- 7.3 If the Force Majeure event continues for a period exceeding ninety (90) consecutive days, it will entitle any of the Party to immediately terminate these Standard Terms and Conditions by serving a termination notice.

8. CONDITIONS OF PAYMENT

- 8.1 The Terminal Operator shall, without undue delay, submit an invoice covering each call at the Container Terminal of a Containership which shall include details and amount charged for the Container Terminal Services provided by the Terminal Operator to the Customer during each port call. The Terminal Operator shall submit invoices in relation to any Container Terminal Services or other services provided or disbursements incurred under these Standard Terms and Conditions which are not related to a particular port call of a Container Ship at weekly intervals.
- 8.2 All disbursements incurred by the Terminal Operator on behalf of the Customer shall be settled in the same currencies as those in which they were incurred or as otherwise agreed between the parties.
- 8.3 All invoices shall be properly supported by receipts, work sheets or vouchers as applicable, and as otherwise reasonably requested by the Customer.
- 8.4 The Customer shall pay the Terminal Operator's invoices within thirty (30) days for marine charges and in cash when picking up the container at the gate. If any sum for undisputed items is not paid within such period, the Customer shall pay the Terminal Operator interest whether before or after judgment, at a rate equal to three percent (3%) above 6 month LIBOR for the currency of the invoice, on the unpaid amount, until the date of actual payment. All amounts charged to the Customer shall be paid without any discount, reduction or set-off. If any items on the invoices are disputed, the Customer shall forward a list and explanation of the disputed items to the Terminal Operator with payment in full for undisputed items. The Customer will settle undisputed invoices in USD.
- 8.5 Notwithstanding clauses 8.4 above, when the total accumulated value of all unpaid invoices issued to the Customer whether overdue or not in accordance with clause 8.4 above, exceeds the sum of \$ 50.000,- [fifty thousand Dollars], the Customer agrees and guarantees to instantly pay the amount exceeding before mentioned Credit Limit.

9. INSURANCE

- 9.1 The Terminal Operator warrants that it has appropriate insurance cover in respect of its third party liabilities for all Terminal Services to be provided to the Customer and/or partners including but not limited to damages to property of whatever nature such as Containerships equipment, cargos and personnel injury or death. It shall maintain such cover during the course of this Terminal Standard Terms and Conditions. Upon request of the Customer, the Terminal Operator shall deliver copies of the existing policies.
- 9.2 The liability of the Terminal Operator as defined in these Standard Terms and Conditions shall only apply to claims for damage or loss in excess of five hundred (500) US Dollars per occurrence and shall be limited as follows:
- (a) Per occurrence maximum twenty million (20.000.000) USD;
 - (b) Personal injury or death one million (1,000,000) USD;

- (c) For containers, chassis and other equipment owned or operated by the Customer which is declared total loss (whether actual total loss or constructive total loss) as declared by the Customer the contractor shall maximum be liable for the depreciated value of the container, chassis or other equipment.

10. APPLICABLE LAW AND ARBITRATION

- 10.1 These Standard Terms and Conditions and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.
- 10.2 Any dispute arising out of or in connection with these Standard Terms and Conditions shall be referred exclusively to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted in accordance with the London Maritime Arbitrators' Association (LMAA) terms, subject to any amendments herein, current at the time when arbitration proceedings are commenced.
- 10.3 The reference shall be to three (3) arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified.
- 10.4 If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by Contract.
- 10.5 Nothing in this Clause 13 shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.
- 10.6 In cases where neither the claim nor a counterclaim exceeds the sum of fifty thousand United States Dollars (USD 50,000) or such other sum as the Parties may agree, the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
- 10.7 Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with these Standard Terms and Conditions. In the case of a dispute in respect of which arbitration has been commenced, the following shall apply:
 - (a) either Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party of a written notice (the "**Mediation Notice**") calling on the other Party to agree to mediation;
 - (b) the other Party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a

mediator within a further fourteen (14) calendar days, failing which on the application of either Party a mediator will be appointed promptly by the Arbitration Tribunal (the "**Tribunal**") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator;

- (c) if the other Party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties;
- (d) the mediation shall not affect the right of either Party to seek such relief or take such steps as it considers necessary to protect its interest;
- (e) either Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration;
- (f) unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses; and
- (g) the mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

10.8 The Parties, the Tribunal and the LMAA shall keep confidential all awards made, together with all materials in the proceedings created for the purpose of the arbitration, and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a court or other competent judicial authority.

10.9 Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

10.10 The Parties shall use every reasonable endeavour to resolve disputes between them in the shortest possible time consistent with the proper presentation to the expert or arbitration tribunal of their submissions and evidence. The Parties will in particular seek, in the absence of any reasonable excuse, to make such submissions and present such evidence within a period of thirty days from the commencement of the proceedings. In the event of unreasonable delay by either Party, the expert or the arbitration tribunal shall be entitled to make an award even if that Party has failed to make or complete its submissions.

11. SCHEDULES

- 11.1 The attached Schedules I Confidential Schedule of Rates and II Description of Services shall form an integral part of these Standard Terms and Conditions.

Schedule I
Confidential Schedule of Rates

Schedule II
Description of Services

1. OPERATOR TERMINAL SERVICES

1.1 Acceptance of Containers

- 1.1.1 Containers delivered from or to The Customer or a Consignor or a Consignee shall be brought for acceptance to or received from, such area within the Terminal or other place adjacent to the Terminal as may be designated from time to time by CMIT.
- 1.1.2 CMIT is not obliged to receive or deliver Containers unless full covering documentation or qualified electronic versions of the same acceptable to CMIT has been provided to CMIT. CMIT's responsibility to The Customer for Containers shall commence only when the Containers have been delivered to the area designated as referred to in Clause 1.1.1 above and notice of acceptance has been duly given by CMIT.
- 1.1.3 Prior to the presentation for acceptance to CMIT of any Container, The Customer shall supply to CMIT such particulars in writing thereof and where appropriate of the contents of a Container including weight and other measurements as may be requested by CMIT. CMIT is entitled to rely upon such particulars of the Container, the contents of a Container, as they are furnished by The Customer or Consignor. Any damage or loss resulting from the inaccuracy of, or omission from, such particulars given by The Customer or the Consignor shall be the Customer's responsibility and The Customer shall indemnify CMIT against any loss, damages, claims, costs and expenses which CMIT may suffer or incur directly or indirectly, as a result of such inaccuracies or omissions.
- 1.1.4 Upon the delivery of any Container to CMIT, The Customer undertakes to CMIT that all values and other particulars in respect thereof supplied to CMIT for customs or other purposes and all necessary customs removal permits are complete and accurate and, where appropriate, are valid and in full force and effect.

1.2 The Condition of Containers

- 1.2.1 The Customer undertakes that, each Container which it delivers or causes to be delivered to CMIT is upon delivery secure, in a good state of repair and suitable for its purpose. CMIT shall be entitled to refuse to load or handle any Container which is not in the condition required by this Clause.
- 1.2.2 The Customer shall ensure that Containers delivered to CMIT are weatherproof. CMIT shall not, under any circumstances, be responsible for or liable in any way for any damage to Containers or their contents caused by rust, rain, typhoon, flood, tempest, lightning, fire or any similar event or occurrence.
- 1.2.3 CMIT shall inform The Customer of any damage to any Container, its contents or its packaging coming to the attention of CMIT, and may refuse to load or handle such Containers. If CMIT gives notice to The Customer of damage to a Container, its contents or its packaging The Customer shall be entitled, within seven (7) days of such notice being dispatched, to inform CMIT in writing that an inspection of the relevant items is required. CMIT will thereafter permit The Customer or its duly appointed agents upon reasonable notice to inspect the Container, contents or packaging.

2. CONDITIONS FOR PROVISION OF TERMINAL SERVICES

2.1 Circumstances preventing safe handling

2.1.1 When, in CMIT'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, CMIT 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 from the Terminal forthwith at its own risk and expense.

2.2 Warranties and Indemnities given by the Customer

2.2.1 So as to enable CMIT to carry out the provision of Terminal Services efficiently, The Customer warrants and undertakes that:

- a) all particulars relating to Containers (including, but not limited to Reefer Containers) furnished by The Customer in accordance with the Contract and operational procedures are accurate;
- b) all Containers are properly packed and labelled and the contents are properly stowed and secured therein;
- c) 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;
- d) all Containers comply with applicable laws, orders, regulations, or other requirements of Government, customs, municipal or other authorities whatsoever;
- e) all Reefer Containers have been properly pre-cooled or pre-heated as appropriate and their controls have been properly set;
- f) and The Customer shall Indemnify CMIT in respect of the consequence of the breach of any of these warranties.

2.3 Hazardous Cargo And Dutiable Cargo

2.3.1 The Customer shall ensure that all goods tendered to CMIT for loading and/or unloading, comply with all applicable regulations for Hazardous Cargo and/or Dutiable Cargo and CMIT's rules for Hazardous Cargo and Dutiable Cargo, and shall Indemnify CMIT against any breach of this.

2.3.2 CMIT will accept as correct details of Hazardous Cargo and/or Dutiable Cargo furnished by The Customer or by the Consignor or Consignee and may accept as correct the International Maritime Organisation certificate which the Customer, Consignor or Consignee is required to give in accordance with applicable regulations. CMIT has the right to refuse to handle Cargo which, upon inspection, is found not to comply with the said

rules or regulations or ordinances and to reject and/or return such Cargo at the sole expense and risk of the Customer.

- 2.3.3 The Customer shall pay any costs and expenses which may be incurred by CMIT in complying with any Government regulations requiring the movement, treatment, removal or destruction of Hazardous Cargo or infested, contaminated or condemned goods or the treatment of CMIT's premises as a result of any infestation or contamination arising from such Hazardous Cargo

3. GENERAL DESCRIPTION OF SERVICES

- 3.1.1 The Terminal Operator has agreed to provide Terminal services to the Customer in an efficient and prudent manner in accordance with the general directions of the Customer as agreed with the Terminal Operator. The rates set out in Schedule I Confidential Schedule of Rates shall be debited in accordance with the accounting procedures agreed with the Customer. In case the Customer requires services on vessels, which are not cellular, and the Terminal Operator's services are hampered thereby, then the Terminal Operator reserves the right to charge to the Customer additional expenses incurred.
- 3.1.2 In order to perform the terminal activities for the Customer the Terminal Operator undertakes to guarantee to the Customer:
- a) Best operating practices consistent with industry standards that prevail in Terminals;
 - b) The availability of sufficient storage area and handling area for Cargo to be loaded or discharged for the volume of Containers as indicated by the Customer;
 - c) A sufficient and proper care for and control over the Customer's equipment being according to the Customer's operational procedures agreed with the Terminal Operator; and the supply of adequate equipment and manning for the handling of Cargo and Container within the Terminal area, including Containership's operations, for the volume of Containers as indicated by the Customer;
 - d) To provide the documentation and reporting as agreed with the Customer;
 - e) That all Terminal equipment is technically compatible with equipment which is based on ISO standards;
 - f) To follow the operational procedures as agreed between Terminal Operator and Customer;
 - g) To provide sufficient facilities/power connections for the continuous cooling of integral refrigerated Container for the volume as indicated by the Customer.
- 3.1.3 In order to ensure an efficient planning of Containership's operations, the Customer shall supply or undertake in a timely manner as laid down in the Operational Procedures:
- a) Information in EDIFACT Standard regarding the quantity of Container to be loaded/discharged including size, destination and with additional

information about reefers, IMO cargo and Non-Standard Container / Uncontainerized Cargo;

- b) To deliver FCL Container at the Terminal in a timely manner in accordance with the following cut-off times:
 - (i) For containers delivered to CMIT contracted ICDs and for transit under CMIT contracted barge services: 30 hours before vessel ETA.
 - (ii) For containers delivered to CMIT by Customer contracted barge operator: 12 hours before vessel ETA.
 - (iii) For containers delivered to CMIT by road: 8 hours before vessel ETA.
 - (iv) All containers accepted for shipment and delivered to CMIT after the cut-off times outCustomerd in Clause 3.1.3, Customer agrees to the collection of Late Gate Charges from either the delivering trucking company or from the Customer in accordance with the rate shown under Schedule 1 Confidential Schedule of Rates.

4. OPERATIONS

4.1 Receiving / Delivery of Container

- 4.1.1 For receiving or delivering of full or empty Container into or out of the Terminal, the Customer or it's Customers shall pay the rates as per Schedule I Confidential Schedule of Rates. The rate shall cover the following services:
 - a) Receiving/delivering of Container at the gate, and all clerical work associated with receiving/delivering. There will be no check and reporting on condition of chassis or of the interior of Container.
 - b) Moving Container off chassis from receiving to stacking area or loading Container onto chassis and transport to delivery area.
 - c) Empty Containers may be block stacked and are therefore not to be delivered per designated voyage, unless otherwise agreed by the Customer and the Terminal Operator.
 - d) Reporting of overweight Container.
- 4.1.2 Handling of Container/Flat Rack with awkward/oversized cargo to be charged as per Schedule I Confidential Schedule of Rates or if not defined as per special agreement.
- 4.1.3 Receipt and delivery of Container at the terminal gate and/or by domestic barge/ feeder vessel shall be performed in accordance with Terminal working hours.
- 4.1.4 Prior to receiving full export Containers, the Customer will inform Terminal Operator of name of Containership for shipment, weight, destination and other relevant information as required and agreed with the Terminal Operator.

4.2 Loading / Discharging of Container

- 4.2.1 For loading/discharging of a Container the Customer shall pay the rate as per Schedule I Confidential Schedule of Rates for the following services:
- a) Movement of Container from Containership's cell/deck to quay or v.v.
 - b) Movement of Container from quay to stacking area or v.v.
 - c) Reporting of damage to Container whilst loading and discharging and on the Terminal as far as easily visible
 - d) Lashing or unlashng of Container on MainCustomerr vessels, including handling Container with lashing gear. The Customer will furnish sufficient and adequate lashing material.
- 4.2.2 For the loading/discharging of a Container full or empty into or out of feederships and/or barges as required by the Customer the rate shall be as per Schedule I Confidential Schedule of Rates. The rate shall cover the following services:
- a) Movement of Container from Containership's cell/deck to quay or v.v.
 - b) Movement of Container from quay to stacking area or v.v.

4.3 Non-Standard or Out Of Gauge (OOG) Container

- 4.3.1 For loading/discharging overheight, overwidth or other Non-Standard, Out Of Gauge (OOG) container a surcharge will be applied to all basic lifts and handlings as per Schedule I Confidential Schedule of Rates.

4.4 Storage

- 4.4.1 Storage for full containers, empty containers, or Out Of Gauge cargo is calculated per TEU per calendar day or any part thereof, starting at the time the container is discharged from the vessel or received at the gate and ending at the time the container departs the terminal.

4.5 Refrigerated Containers

- 4.5.1 For the reefer units under refrigeration at the Terminal the Customer shall pay the rates as per Schedule I Confidential Schedule of Rates. The rates shall cover the following services:
- a) Plugging or unplugging an operational reefer to the electrical power and thorough inspection of reefer functioning at that time
 - b) Cost of furnishing electric outlets and power consumed.
 - c) Monitoring of temperatures at agreed time intervals
- 4.5.2 The Customer has to provide the Terminal Operator with a list of responsible persons (name, phone, mobile phone, fax) to be contacted in case of damage and/or repair of a reefer Container.
- 4.5.3 In case of an emergency the Terminal Operator shall not wait for the Customer's instructions, but take reasonable immediate action to mitigate the effect of such damage. The Customer shall reimburse and indemnify the Terminal Operator against all reasonable costs incurred in complying with this clause.

- 4.5.4 For additional reefer services the Customer will pay the rates as agreed in Schedule I Confidential Schedule of Rates or as per charges to be agreed case by case.

4.6 Internal Moves

- 4.6.1 As an internal move will be charged any move in the yard that does not include a load on or discharge from a beyond transportation modality; carried out following a request of the Container Operator or ordered by any governing authority, such as but not limited to
- a) Move on/off chassis for transport to neighbouring terminal via Inter Terminal Transport, to customs scan or any other third party terrain accessible via closed internal transport
 - b) Request for weighing
 - c) Request for check of number
 - d) Move to inspection area for inspection of seal, application of seal, inspection by Customs, check for de-fumigation, general inspection
 - e) Move of unchecked empties from block stack to yard for unscheduled barge load
 - f) Rejected empty containers from grid or gate to yard
 - g) Move to Container Freight Station
 - h) Move to Damage Container Area
 - i) Autoexecuted movements of Containers due to missing information at receiving of container at yard, and/or change of status after yard stow.
 - j) Movement of Container due to Change Of Data:
 - (i) for import containers a change of container status from Import to Export or Transshipment;
 - (ii) for Export and Transshipment containers a change of voyage, vessel or port of destination.

4.7 Late Arrivals

- 4.7.1 The Customer can request a Late Arrival for a container included in the load list at Cargo Cut Off time of a certain vessel, which is not physically at the terminal at said Cargo Cut Off time but is expected to arrive within an agreed timeframe. The Terminal shall confirm acceptance of such containers and will not cancel such containers from Load List for an agreed amount of containers of full load List against charges as agreed in Schedule I Confidential Schedule of Rates.

4.8 ISPS Surcharge

- 4.8.1 ISPS Surcharge may be levied should Security Levels be raised to Stage 2 or 3.

4.9 Other services

- 4.9.1 All services, if requested by the Customer in writing, not specifically mentioned in Schedule I Confidential Schedule of Rates will be charged as per mutual agreement.