



GULFTAINER COMPANY LIMITED, IRAQ BRANCH
(A BRANCH OF GULFTAINER COMPANY LIMITED, SHARJAH, UAE)

STANDARD TERMS AND CONDITIONS
FOR IRAQ PORT OPERATIONS

STANDARD TERMS AND CONDITIONS FOR THE HANDLING OF CONTAINERS
AND CONTAINER VESSELS FOR IRAQ PORT OPERATIONS

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1. DEFINITIONS

Defined terms are identified throughout the Standard Terms and Conditions and the Tariff by the capitalisation of the initial letter of a word or phrase. Where capitalisation of the initial letter is not used, an expression has its natural meaning.

The following defined terms have the meaning given below:

"Allocated Berth Window" means the Berth allocated by the Terminal Operator, for a Carrier, for the BTR, while calling at the Terminal;

"Allocated Vessel" means the Vessel who is expressly entitled for Allocated Berth Window, under the Terminal Contract;

"Authority" means applicable agencies and authorities having jurisdiction over the Port, customs, immigration, emigration and related activities for the Umm Qasr Port, Iraq;

"Berth" means the Terminal berth;

"Berth Productivity" means the moves per hour including the loading or unloading of the Container to or from the Vessel, by the Port Operator;

"BTR" means the berth time requested by the Carrier to the Terminal Operator, while calling at the Allocated Berth Window;

"Cargo" means all types of Cargo including but not limited to any solid, liquid, live animals, an empty container or whatever is conveyed or to be conveyed in a Vessel; and loaded in a Container;

"Carrier" means any party or parties either owning, nominating or contracting with the Vessel including, but not limited to, its agent(s), owner(s), operator(s) and/or charterer(s);

"Container" means any I.S.O. container being either 20', 40' or 45' in length x 8ft. in width, fitted with I.S.O. corner castings, loaded with Cargo or empty, which can be handled with a conventional spreader;

"Consignor" means a person or entity who puts his/its Shipment on a Carrier named in the bill of lading as shipper;

"Consignee" means one to whom Cargo is sent as stated on the bill of lading;

"Dangerous Cargo" shall include explosives, gases: compressed/liquefied/dissolved under pressure, flammable liquids, flammable solids/substances liable to spontaneous combustion, oxidizing substances and organic peroxide, poisonous and infectious substances, radioactive substances, corrosives, miscellaneous dangerous substances etc.;

"General Cargo" means break bulk, project and all non-containerised cargo;

"Insurance Policy" means the Terminal Operator Liability Insurance of the Terminal Operator;

"Loading" and **"Unloading"** shall mean the service of loading or discharge of the Shipment, as the case may be, between any place at the Terminal and railroad cars, trucks, Vessels, barges or any other means of conveyance to or from the Terminal;

“Move Counts” means the moves including the loading or unloading of the Container to or from the Vessel, by the Port Operator;

“Perishable Cargo” includes cargo that is perishable and may spoil or decay because of changes in altitude, temperature, humidity, climate, or other environmental conditions or because of expiration;

“Port” means Sea ports at Umm Qasr Port, Iraq;

“Port Authority” shall mean Iraqi Port Authority;

“Reefer Cargo” means refrigerated Cargo;

“Shipment” shall mean both Cargo and General Cargo;

“STC” means these Standard Terms and Conditions for the handling of containers and container vessels for port operations in Iraq;

“Tariff” means the Terminal Operator’s tariff of charges separately agreed in writing with the User;

“Terminal” means the Terminal Operator’s multi-user container berths and land and premises owned and/or used by the Terminal Operator at Umm Qasr Port, Iraq;

“Terminal Contract” means the agreement signed between Terminal Operator on the one part and the Carrier on the other part;

“Terminal Operator” means GulfTainer Company Limited, Iraq Branch;

“Terminal Facilities” mean all the quays, anchorage areas, loading/unloading areas, docks, storage areas, roads, paths, buildings and any other facilities operated or managed by the Terminal Operator;

“User” or **“Users”** the term shall include each Carrier, Vessel, Consignee, Consignor and all other individuals or business entities, including all Vessels, barges, trucks, railroad cars or other means of conveyance and/or equipment used by said individuals or business entities, which utilize the services and/or facilities of the Terminal;

“Variance” means the increase or decrease of the Berth Productivity, or the move count exceeding the agreed move counts;

“Vessel” or **“Vessels”** shall include any vessel, other than a barge, that utilizes the services and facilities of the Terminal for the Loading, Unloading, storage, handling or transfer of the Shipment.

2. APPLICATION OF STANDARD TERMS AND CONDITIONS

- 2.1. Use of the Terminal facilities and services managed and operated by the Terminal Operator shall constitute a consent to the STC and evidence an agreement with all Users who shall abide by all the terms and conditions stated herein.

Notwithstanding anything to the contrary herein, the rights of any User to utilize the Terminal shall be subject to the prior approval of the Terminal Operator.

- 2.2. This STC shall form part of the Terminal Contract signed between Terminal Operator on the one part and the Carrier on the other part, for the use of facilities at the Terminal.

3. CARRIER

Notwithstanding anything mentioned expressly to the contrary, any obligations imposed on the Carrier contained in this STC shall be construed as imposing joint and several liabilities upon the owner(s), agent(s), operator(s) and charterer(s) of the Vessel.

4. NOTICE OF ARRIVAL

- 4.1. The Vessel operating at the Berth on a regular fixed basis will be required to have an Allocated Berth Window, to be agreed by the Terminal Operator.
- 4.2. Priority will be given to an Allocated Vessel, while calling at the Berth.
- 4.3. An Allocated Vessel will be in breach of the terms of this STC, if it arrives more than 2 hours before or after the BTR.
- 4.4. An Allocated Vessel may await its Allocated Berth Window, if arrived earlier than the BTR.
- 4.5. If an Allocated Vessel misses its Allocated Berth Window, due to the non-compliance of the terms of this STC, or due to any other grounds, the Terminal Operator may use its best endeavours to handle the Allocated Vessel at the next available Berth.
- 4.6. The Terminal Operator shall, for a cellular Vessel, target a Berth Productivity of 30 gross mph, in the Allocated Berth Window, provided the Vessel provides planning and information of the Shipment in sufficient time and that the Berth Productivity is not interrupted due to the non-availability of the Shipment or any other grounds outside the scope or control of the Terminal Operator.
- 4.7. Berth Productivity as mentioned in clause 4.6 above may have a 15% Variance. Notwithstanding any Variance, the Allocated Vessel shall not be allowed to occupy the Allocated Berth Window for more than 1 hour of the agreed BTR, and shall vacate the Allocated Berth Window, and shall either depart or await the next available Berth, for completion.
- 4.8. Vessels operating without an Allocated Berth Window, will be handled by the Port Operator, on a best endeavours basis and may book a Berth, not reserved as an Allocated Berth Window, by giving a 7 days' notice.
- 4.9. Notwithstanding anything referred in Clause 4.1 above, each Carrier expecting to berth a Vessel at the Terminal for the purpose of Loading or Unloading the Shipment shall give the Terminal Operator a notice at least 72 hours prior to the arrival of such Vessel, and thereafter 48 and 24 hours prior to arrival, and furnish such information as the Terminal Operator may request. The acceptance and berthing of each Vessel must be agreed in advance by the Terminal Operator.
- 4.10. If a Vessel arrives at the Terminal at its agreed time the Terminal Operator will use its best endeavours to ensure a Berth is available for it on arrival.
- 4.11. The Carrier must keep the Terminal Operator informed of any alteration, cancellation or postponement to the Vessel's estimated time of arrival.

5. INSTRUCTIONS AND DOCUMENTATION

5.1. The Carrier shall provide the Terminal Operator at least 48 hours prior to the Vessel's arrival the documents listed in Clause 5.2 below and clear instructions in respect of all work to be performed on his Vessels, Containers and the Shipment. Terminal Operator reserves the right to request any additional documents which they deem fit at their sole discretion. Failure to do so may result in withholding the Vessel's clearance to sail from the Terminal until such time as they are made available.

5.2 Documents and information:

- (a) Cargo stowage plan/legible bay plan/profile.
- (b) Unloading list.
- (c) List of Dangerous Cargo, out-of-gauge Cargo and reefer Cargo control lists when applicable.
- (d) Dangerous Cargo declaration.
- (e) Passenger manifest.
- (f) Customs endorsed export declaration (for each shipment).
- (g) Shipment Loading list.
- (h) Instructions for Loading and Unloading.
- (i) Vessel particulars.
- (j) Baplie if Electronic Data Interchange (EDI) available.
- (k) Any special berthing requirements.
- (l) Any other information, which would help us in the process of vessel operation.

5.3. Vessel particulars as stated in Clause (5.2) (i) above should contain the following details:

- (a) Vessel name.
- (b) Service.
- (c) Flag.
- (d) Official Code and IMO number.
- (e) Call sign.
- (f) LOA, beam and draft.
- (g) TEU capacity and reefer plug availability.
- (h) Number of hatch lids.
- (i) ISPS Status.

5.4. Unloading list as stated in Clause (5.2) (b) above should contain the following details:

- (a) Vessel name and voyage number.
- (b) Container number.
- (c) Size and type.
- (d) Gross weight.
- (e) Port of Loading.

- (f) Port of discharge and or final destination.
- (g) Status as follows:
 - i. FCL –Container Local Delivery.
 - ii. LCL- Consolidated cargo for unpacking at CFS and provide LCL manifest to CFS Dept.
 - iii. T/S – Trans-shipment.
 - iv. MT-Empty containers.
- (h) IMCO Class number and UN code number and copy of manifest.
- (i) Highlight if cargo is out of gauge.

5.5. The Loading List of the Shipment as stated in Clause (5.2) (g) above should contain the following details:

- (a) Name of the vessel to be loaded.
- (b) Container number.
- (c) Size and type.
- (d) Full or empty.
- (e) Gross weight.
- (f) Destination.
- (g) IMCO class number and UN code number and copy of manifest.
- (h) Highlight if cargo is out of gauge.

6. DANGEROUS CARGO

6.1. Dangerous Cargo will not be provided with any service of any kind except under advance arrangement with the Terminal Operator and the Port Authority accompanied by full disclosure of the hazardous characteristics, risks and special handling requirements of such Cargo and in such case negotiated rates and charges shall be applied. It is the responsibility of the Carrier tendering such Cargo to the Terminal:

6.1.1. to fully disclose in writing and in advance all of the Cargo's characteristics, risks and special requirements applicable to its safe Loading, Unloading, handling and storage in bulk;

6.1.2. to obtain all necessary special permits or permissions required by the Port Authority and/or other local or federal authorities in connection with the Loading, Unloading, handling and/or storage at the Terminal; and

6.1.3. to provide the Terminal Operator, safety requirements to handle and store such Cargo(s).

6.2. The Carrier shall comply and advise Consignees and Consignors of their obligation to comply with the general terms and conditions of the Terminal Operator related to the Dangerous Cargo.

6.3. Terminal Operator reserves the right to refuse or handle any Shipment or provide storage which in its judgment is likely to damage human health, other Shipment or property.

7. HOURS OF OPERATION

7.1. The Terminal operates 24 hours a day, every day throughout the year except for Holidays and subject to local customs and traditions.

- 7.2. Normal daily working hours are (excluding Public Holidays) in two shifts from 08:00 hours to 16:00 hours and from 19:00 hours to 03:00 hours (the normal working hours will reduce during the Holy Month of Ramadan as per local customs and traditions). Any activity outside of normal working hours must be pre-arranged with the Terminal Operator and overtime rates will apply as per the Tariff.
- 7.3. Shipment deliveries to and from the Terminal are controlled by the Port Authority and can only be carried out during their working hours which are 08.00 hours to 16.00 hours from Sunday to Thursday, excluding holidays or any other day at the Port Authority's discretion.

8. SAFETY AND SECURITY

- 8.1. All Vessels are to furnish, at all times whilst alongside Berth, safe ingress and egress.
- 8.2. When a Vessel is berthing and/or is berthed at any of the Terminal facilities, Carrier shall be solely responsible for the safety of the Vessel and their crew. The Vessel whilst alongside Berth shall at all times maintain appropriate officers and crew aboard in order to maintain an alert watch and respond to emergencies. The Vessel and its main engine must be maintained in a state of readiness to respond to emergency situations and to avoid delays in vacating the Berth.
- 8.3. Measures must be taken to prevent deballasted water from coming into contact with personnel, equipment or the dock.
- 8.4. Carrier and the Vessel crew members shall adhere to the safety and security regulations of the Terminal Operator and the Port Authority.
- 8.5. Certain areas of the Terminal and all of Terminal's Berths are considered restricted areas. Any unauthorized entry into restricted areas is considered a "Breach of Security" and the proper authorities will be notified. Anyone or anything entering into the Terminal is subject to inspection according to the regulation of the Port Authority. Failure to consent to inspection will result in denial or revocation of authorization to enter.

9. COMPLIANCE WITH LAWS AND REGULATIONS

All Vessels shall fully comply with all applicable Coast Guard regulations and all applicable local and federal laws and regulations in effect. For the avoidance of doubt, where any such laws or regulations impose obligations that are more onerous than those provided in this STC, the Vessels shall be required to comply with such more onerous terms.

10. MARINE SERVICES

The Terminal Operator shall not be responsible for providing pilotage, towage, or any other marine services. The Carrier shall contact the Port Authority to provide such services and the cost of which shall be borne by the Carrier.

11. USE OF TERMINALS

- 11.1. Carriers are allowed to use the Berth only for Loading and Unloading of Containers or Shipment.
- 11.2. The Terminal Operator may allow a Vessel to lay alongside the Terminal for a limited period and/or following the Loading or Unloading of the Vessel, but the Berth is not intended to be used for the purpose of laying up other than to meet the Terminal Operator's operational

requirements. The Terminal Operator will endeavour to provide a layby berth at the request of a Carrier subject to the approval of the Port Authority and payment of additional charges as applicable.

12. NO ESTATE OR INTEREST

The Users acknowledge that their rights to access or use the Berth rest in contract only and this STC does not create or confer upon the Users any tenancy, estate or other interest in the Berth or the Terminal.

13. NO WARRANTY AS TO SUITABILITY

- 13.1. The User shall be solely responsible for determining if the depth of water (at any state of tide) is sufficient for the Vessel, the Terminal Operator having no responsibility therefore. The User agrees that the Terminal Operator has made no representations and gives no warranty concerning the adequacy or suitability of the Berth and shall not be liable for any damages or compensation caused due to any inadequacy and or delay in providing the Berth.
- 13.2. Full and active co-operation of the User is required in all aspects of container operations to enable the Terminal Operator to operate the Terminal as expeditiously and effectively as possible, for the general benefit of all users.

14. FITNESS AND SUITABILITY OF THE VESSEL

- 14.1. The Carrier, at all times, shall remain responsible for the suitable condition of the Vessel in compliance with all local and federal laws and regulations relative to the fitness of the Vessel. The berthing of any Vessel or delivery of any barge to the Terminal shall constitute a warranty by the Carrier to the Terminal Operator that there are no latent defects in the Vessel or barge and that the same is capable of either being loaded with the Shipment to be loaded by the Terminal Operator or to be unloaded by the Terminal Operator using the equipment normally employed by the Terminal Operator. The Terminal Operator reserves the right to refuse any Vessel, considered unseaworthy, due to damage, distribution of load, draft or lack of freeboard, lists or such other reason for which the Terminal Operator deems the Vessel not suitable for handling at the Terminal. In no event shall the Terminal Operator be responsible for the seaworthiness, maintenance, repair or service of Vessels coming into Berth at the Terminal or barges delivered to the Terminal, such responsibility being solely that of the Carrier.
- 14.2. The Carrier, at all times, shall maintain the Vessel clean and free of debris. Should Carrier fail to promptly clean and remove any product which renders the deck of any such Vessel hazardous to the safety of any person, the Terminal Operator reserves the right, but not the obligation, to clean and remove the product from the Vessel's deck, which service will be solely on the account of the Carrier.

15. BERTHING AND SAFETY EQUIPMENT

- 15.1. Upon berthing, the Vessel shall immediately and at all times provide adequate lighting, equipment and appropriate officers and crew aboard to permit Loading or Unloading, as the case may be, of the Shipment at any time of the day or night, including Public Holidays.
- 15.2. The master and crew of every Vessel will provide assistance in handling lines and operating deck machinery. Competent deck officers must be available to ensure timely response to

directions of any representatives of the Terminal relative to handling of mooring lines. Terminal representatives will position lines on the shore side.

- 15.3. In the event that the Vessel fails to comply with these requirements and another Vessel, although filed later, is available for Loading or Unloading operations the Terminal Operator may, in its sole discretion, and without liability to anyone, bypass the subject Vessel. If the Vessel is ordered to Berth, and a delay in excess of 1 hour in the berthing of the Vessel results from circumstances or conditions within the control of, or due to the fault of, the Vessel, the Carrier including its owner(s), operator(s), charterer(s) and agent(s) shall be responsible, jointly and severally, for an idle Berth charge. Such charge shall be as specified in the applicable Tariff, from time to time and shall be due for each hour or fraction thereof and shall be paid in the form of liquidated damages.

16. VESSEL ROTATION

The Terminal Operator may adjust the Vessel berthing programme in its sole judgment in the best interest of Terminal operations.

17. STOWAGE

The Carrier shall be solely responsible for the stowage of the Shipment. Any Vessel which is required to shift Berth or to warp will be responsible for any and all expenses pertaining to shifting/warping.

18. LOADING OR UNLOADING

- 18.1. The Terminal Operator shall use its best endeavours to make available on the Terminal adequate Shipment handling equipment, comprising cranes and suitable Shipment handling vehicles, but no warranty is given as to the availability or capacity of such equipment at any given time for the Loading and Unloading of the Shipment from the Vessel and the handling of Shipment, including their transport from the quay to the storage area or vice versa.
- 18.2. In no event shall Loading or Unloading of a Vessel, as the case may be, occur until such time as such Vessel has been cleared by the Authority. If a Vessel fails to comply with any of the applicable laws and regulations enforced by the Authority, the Terminal Operator may order the Vessel to vacate the Berth. If the Vessel does not vacate the Berth when so ordered or within one hour of completion of Loading or Unloading, the Vessel will be subject to, in addition to the liquidated damages as mentioned in the Tariff applicable from time to time, all costs (including, but not limited to lawyer's fees) and expenses in connection with the moving of the Vessel, such costs and expenses (and liquidated damages) shall be on the account of and at the full risk of the Carrier.
- 18.3. Lighting of a Vessel and its Shipment carrying spaces is the responsibility of the Carrier.

19. MOVEMENT OF VESSEL'S GEAR

- 19.1. Where the Vessel's gear is used, the Carrier will allow the full use of all cranes, winches, derricks, runners, tackle, etc., and will supply full power at all times without charge. No responsibility will be attached to the Terminal Operator for any accident directly or indirectly arising out of, caused, or contributed to by any defect in gear supplied by the Carrier; and the Carrier shall indemnify the Terminal Operator against any claim arising out of such accident. The Carrier shall maintain all ship's gear in good working order and before work

commences shall produce to the Terminal Operator's representative a current certificate of test of such gear that meets the requirements of all statutes, orders, and regulations then in force.

- 19.2. None of the Vessel's cranes, hatch covers or other gear may be moved without prior consent of the Terminal Operator.

20. HANDLING OF DAMAGED CONTAINERS

The Terminal Operator may refuse acceptance of damaged or distorted Containers or of any Container or Shipment which in its opinion is in an unsatisfactory or unsafe condition, or of any non-standard Container. In the event the Terminal Operator agrees to handle such Containers, a further charge may be levied in the Carriers' account, in addition to the applicable Tariff, whether or not such damage or deterioration has been caused wholly or in part by the Terminal Operator, its servants or agents, and any damages caused due to handling of such containers.

21. REMOVAL OF OBJECTIONABLE SHIPMENT

The Terminal Operator and the Port Authority reserves the right to move to another location and/or inspect any Cargo or Container, which in its judgment is likely to damage other Cargo or property, at the risk and expense of the Carrier.

22. THE CONTROL OF REFRIGERATED CARGO

The Terminal Operator shall use its best endeavours to provide for the monitoring of refrigerated Cargo whilst at the Terminal. The checking of temperature recording equipment when receiving and dispatching refrigerated or insulated containers shall be in accordance with the Carrier's instructions and any faults or discrepancies shall be reported to the Carrier. The Terminal Operator shall not be responsible for any loss or damage to any Container or its contents or any Cargo occasioned or resulting by or from any power failure or any other cause outside the control of the Terminal Operator.

23. DIRECT DELIVERY

The Carrier shall obtain prior approval to take delivery of the Shipment directly from the Vessel by the consignee or his agent onto road transport or other mode arranged by him. If for any reason whatsoever, Shipment for direct delivery are Unloaded to the quay and/or removed to the transit sheds or warehouses or stacked in the open yard, full Tariff will be applied.

24. CONTAINER STRIPPING AND STUFFING

The Terminal Operator shall use its best endeavours to handle the container stripping and stuffing at the CFS located within the Terminal.

25. DISPOSAL OF THE CARGO BY AUCTION

- 25.1. If a Shipment remains in the Terminal unclaimed for a period of more than (90) days and Perishable Cargo remains in the Terminal unclaimed for a period of more than (60) days, the Terminal Operator reserves the right, without any notice, to remove the Shipment to a bonded storage area and to dispose off the Shipment by auction. However, this will not release the obligation of the Carrier to pay the outstanding payment to the Terminal

Operator. The Carrier shall indemnify the Terminal Operator from all losses, damages and claims which may arise subsequent to such auction.

- 25.2. If the Shipment, as determined by the sole discretion of the Terminal Operator, is unsuitable for auction, the Terminal Operator can proceed with the destruction of the Shipment, and all the charges accrued till the date of destruction along with the destruction charges and all other related charges shall be on the Carrier's account. The Carrier shall indemnify the Terminal Operator from all losses, damages and claims which may arise subsequent to such destruction.
- 25.3. Containers containing Shipment destined for public auction or disposal shall only be released after all stripping and stuffing charges and storage charges have been received by the Terminal Operator. These charges will be on the respective Carriers' account.

26. DAMAGED OR DEFECTIVE GOODS

Damaged or defective Shipment, including Perishable Cargo which is likely to deteriorate, must be cleared from the Terminal within 30 days of the date of Unloading. The Terminal Operator will not assume any responsibility for further loss or damage. Any Shipment not cleared in accordance with the above may be removed by the Terminal Operator at Carrier's risk and expense.

27. MISDECLARATION OF CARGO WEIGHTS

The Terminal Operator shall not permit its equipment to be used in any way to lift, move or transport a Shipment with a weight in excess of the safe working load. Should the Terminal Operator's equipment be used in handling an overweight Container or Shipment, the Carrier causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damages including death and personal injury, legal and court expenses, directly or indirectly resulting from such unauthorized use. Misdeclared Container or Shipment tendered to the Terminal Operator will be rejected and a fine, as specified in the applicable Tariff, from time to time, will be payable by the carrier.

28. LIMITATION OF LIABILITY

The Terminal Operator shall only be liable for loss or damage caused by the gross negligence of the Terminal Operator and subject to a deductible de minimus as stated in the Tariff from time to time and a limitation of liability as follows:

- 28.1. For any loss or damage to the vessel and equipment, the maximum compensation shall be limited to and paid as per the Insurance Policy.
- 28.2. The claim for loss or damage caused by the Terminal Operator and/or caused at the premises of the Terminal Operator shall be governed by the Terms and Conditions of the Insurance Policy.

29. CLAIMS AND TIME LIMIT FOR CLAIMS

- 29.1. The Terminal Operator shall not be liable in respect of any loss of or damage to the Vessel, Shipment, Containers, equipment or any other matter unless notification of a claim in respect of such loss or damage is made in writing (in addition to annotation upon any of the Terminal Operator's documents at the Terminal) within five days from the date of its occurrence and

the amount of the said loss or damage submitted in writing to the Terminal Operator within twelve months after the occurrence.

- 29.2. For the avoidance of doubt, it is hereby declared that the Terminal Operator's liability in respect of any loss or damage shall be subject to the deductible de minimus and limitation of liability prescribed in Clause 28 above. The User shall indemnify the Terminal Operator against all proceedings and claims whatsoever in respect of any amounts claimed by any persons outside the prescribed limits as aforesaid.

30. INDEMNITY

- 30.1. The User shall, jointly and severally, defend, indemnify and hold the Terminal Operator, its affiliates, agents, shareholders, directors, employees and officers harmless against all proceedings, loss, damages, claims and expenses whatsoever arising out of or in consequence of, including but not limited to the following:
- 30.1.1. Any loss or damage caused to the property of the Terminal Operator.
 - 30.1.2. Claims from any person / third party in respect of personal injury / death or loss of damage to any property.
 - 30.1.3. Loss, damage or costs arising from the carriage of the Shipment by the Carrier.
 - 30.1.4. Loss, damage or costs including loss of profit, cost of replacement of products, service interruptions etc incurred by the Terminal Operator due to the User's usage of the Terminal.
 - 30.1.5. Any act, neglect or default of the master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the Vessel including the Loading and Unloading of ship's stores, fresh water and bunkers.
 - 30.1.6. The stuffing of the Containers in excess of the rated gross capacity unless occasioned by the default of the Terminal Operator.
 - 30.1.7. Any incorrect declarations in respect of the weight of a Container or Shipment.
 - 30.1.8. The incorrect stuffing of containers so as to affect the safe handling of any Container unless occasioned by the default of the Terminal Operator not being the result of circumstances outside the Terminal Operator's direct control.
 - 30.1.9. Structural defects in containers.
 - 30.1.10. Any act, neglect or default of the Carrier, its contractors, agents or their respective servants or any person whomsoever in or on the berth in connection with the use of the berth by the Carrier's Vessel with the Carrier's permission express or implied or of any inherent quality or defect of any Shipment or cargo in or on the berth or on any vessel.
- 30.2. The Carrier will also pay to the Terminal Operator full compensation for all damage done to or suffered by the property or equipment operated by the Terminal Operator and arising as aforesaid including consequential loss.

31. LOSS OR DAMAGE

- 31.1. In the event of the Terminal Operator, suffering loss or damage from the Consignee, Shipper or any other third party, inclusive in respect of any Container or unit handed over to it for shipment aboard any Vessel, the Carrier shall provide all reasonable assistance to the Terminal Operator in recovering from such third party or other party responsible for such loss or damage. In the event the Carrier is in breach of its obligation hereunder in refusing to provide any such assistance it will indemnify the Terminal Operator against all proceedings, claims and costs whatsoever in respect thereof and will pay to the Terminal Operator full compensation for all damage suffered by the Terminal Operator arising as aforesaid.
- 31.2. In the event of a claim for any loss of or damage to the Shipment being made against the Terminal Operator, the Carrier shall lend all reasonable assistance to the Terminal Operator in resisting or defending such claims where the Terminal Operator's liability is expressly or impliedly excluded or limited by the terms of the Carrier's shipping note or bill of lading (including for these purposes the lending of the Carrier's name for enabling application to be made to the court so that the Carrier be joined as defendant in any action against the Terminal Operator or that proceedings be stayed against the Terminal Operator in such action). Where the Carrier is in breach of its obligation hereunder in refusing to lend any such assistance it will indemnify the Terminal Operator against all proceedings claims and costs whatsoever as aforesaid.

32. TARIFF / SCHEDULE OF CHARGES

- 32.1. The Terminal Operator may at its sole discretion, estimate and collect in advance all charges which may accrue against the Shipment or Vessels from the Carrier. Use of the Terminal, or permission to sail, may be denied until such advance charges have been paid.
- 32.2. The rates and terms as per the Tariff prevailing at the time of the service provided by the Terminal Operator shall be applicable.
- 32.3. The Carrier shall advise Consignees of their obligation to pay certain charges as fully described in the Tariff directly to the Terminal Operator. In the event the Consignee is in breach of its obligation to pay the charges stated in the Tariff, the Carrier will indemnify the Terminal Operator and will pay to the Terminal Operator full charges, compensation for all damages suffered by the Terminal Operator in this respect.
- 32.4. The Tariff and all individual agreements with the Carriers are subject to revision in the event of (including but not limited to): inflation, improvement of safety and security of the Shipment and/or Terminal facilities, handling of Dangerous Cargo, revision of governmental regulations applicable to the Port, increase in cost of operation or fuel charges/costs, introduction of any new or revision of any existing taxes/royalties by the Port Authority (or any other governmental body), increase in existing taxes or government levy, or any other increase as to cost or charges caused by events and circumstances beyond the control of GulfTainer (any of the foregoing to be subject to revision, whether implemented with or without the express consent of GulfTainer).
- 32.5. All invoices are issued as due on presentation, unless otherwise agreed to in writing between the Terminal Operator and the User. The Terminal Operator reserves the right to apply interest at the rate of (1%) per month on any invoice or part thereof remaining unpaid beyond the due date.

- 32.6. Notwithstanding any termination of the Tariff by the User or Gulftainer, in the event of the User's failure to pay on the date specified above and without prejudice to the rights available under Clause (32.5) above, the Terminal Operator shall have a lien over all Containers and the Shipment and all documents in respect of moneys due. If payment of charges due is not made in full within one month of the lien being exercised, the Terminal Operator shall have the right of sale over all the property, either by direct sale or public auction and may dispose of the proceeds of sale in satisfaction of the moneys due to him. The User shall be liable to pay the outstanding, in excess to the sale proceeds.
- 32.7. The IPA charges quoted in the Tariff are subject to change, without notice. The Carrier is liable to pay the varied IPA charges even such charges were varied retrospectively by IPA, at any time.
- 32.8. The General Cargo classifications shall be as determined by IPA from time to time for each Shipment.

33. FORCE MAJEURE

- 33.1. Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than non-payment of money) if any such delay or failure is due to Force Majeure. Force Majeure is defined as: an act of God or the public enemy, acts or refusals to act of any government or governmental agency in either its sovereign or contractual capacity, governmental restrictions or control on imports, exports or foreign exchange, freight embargoes, non-availability or mechanical breakdown or destruction of equipment vital to the performance of a party's obligations under this STC or in connection therewith not caused by inadequate maintenance, fire, floods, tidal waves, earthquake, storm, slides, epidemics, quarantine restrictions, war declared or undeclared, revolution, riots, insurrections, hostilities, civil disturbances, power shortage, or stoppages, strikes, walk-outs, work stoppages, lockouts, railroad obstructions or obstruction of ocean navigation, stoppages of labour, deliberate work slowdowns, other labour difficulties, the taking of the Terminal facility by lawful expropriation, other lawful ouster of the Terminal Operator from the Terminal facility or other lawful denial of rights of the Terminal Operator in the Terminal facility or the premises upon which the facility is built or any other cause beyond the reasonable control of a party. However, Force Majeure shall not include a lack of funds.
- 33.2. If either party becomes aware of an event of Force Majeure it shall promptly notify the other party in writing within 5 days of the occurrence of the event of Force Majeure:
- 33.2.1 describing the Force Majeure event in reasonable detail and stating, to the extent reasonably practicable at such time, its estimate of the duration of the Force Majeure event; and
 - 33.2.2 setting out in reasonable detail the obligations under this STC which cannot be performed as a result of the occurrence of the Force Majeure event.
- 33.3. The party which is prevented from performing its obligations by a Force Majeure event shall:
- 33.3.1 use all reasonable commercial efforts to curtail, contain or remove the Force Majeure condition and to resume, with the least possible delay, compliance with its obligations under these STC; and
 - 33.3.2 keep the other party informed on a timely basis of any progress made in curtailing, containing or removing the Force Majeure condition.

34. GOVERNING LAW & JURISDICTION

- 34.1. All claims under these terms and conditions shall be determined according to the prevailing laws of Iraq.
- 34.2. Where the Terminal Contract and the STC are silent on the rights and liabilities of the Terminal Operator and/or the User hereunder, these shall be determined according to the laws of Iraq.
- 34.3. Any dispute between the User and Gulftainer in respect of the STC or Tariff shall be subject to the jurisdiction of competent Courts in Basrah, Iraq.

35. AMENDMENTS

- 35.1. Amendments to this STC may be issued by the Terminal Operator from time to time to cover changes. These terms and conditions are subject to change without notice and a copy of the STC in effect at any time will be made available to any User on request to the Terminal Operator.
- 35.2. The Terminal Operator shall be the sole judge as to the interpretation of these STC.

36. LOCAL AUTHORITY

The Terminal is within the jurisdiction of Port Authority and the Users of the Terminal are subject to the applicable rules and regulations prescribed by the Port Authority as well as by any other lawful authority.
