APMT Panamá, S.A.

Terms, Conditions, Regulations, and Tariffs for Port Services of the Port of Balboa

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I. GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

This document establishes the comprehensive contractual framework governing all port services, facilities, activities, and uses of the installations of the port operator APMT Panamá S.A. at the Port of Balboa (hereinafter, "APMT" or the "Terminal").

These Terms and Conditions apply to:

- All services provided by the Terminal, whether directly or indirectly;
- All access, entry, stay, and/or use of the facilities and equipment under the control of the Terminal;
- All contractual or extra-contractual relationships linked to such operations.

The receipt of information, documentation, requests, or instructions by the Terminal shall not imply its automatic acceptance nor generate an obligation to perform services; all operations remain subject to evaluation and approval in accordance with the operational criteria of the Terminal.

2. REGULATORY FRAMEWORK, CONCESSION, AND COMPLIANCE

The services provided at the Terminal shall be governed by:

- Concession Contract No. A-2002-26, dated February 23, 2026, executed with the Republic of Panama;
- The laws and regulations in force in the Republic of Panama;
- Provisions issued by competent authorities, including, but not limited to, the Panama Maritime Authority, the National Customs Authority, health, migration, environmental, and security authorities;
- International standards applicable to port operations, safety, security, and cargo handling, where applicable;
- The regulations, procedures, instructions, and internal policies of the Terminal.

In case of conflict or contradiction, mandatory legal provisions and the Concession Contract shall prevail. Particular written agreements entered into between the Terminal and the Customer or User shall prevail solely with respect to the matters expressly regulated in such agreements. In all other respects, these Terms and Conditions, their annexes, and the complementary documents issued by the Terminal shall apply.

The Terminal may adopt, at any time, such measures as it deems reasonably necessary to ensure compliance with these provisions, including the suspension, limitation, or conditioning of services.

3. GENERAL PRINCIPLES

The provision of services by the Terminal shall be governed, among others, by the following principles:

- Legal and regulatory compliance.
- Safety and security of persons, assets, and the environment.
- Operational continuity subject to capacity and contingencies.
- Uniform treatment of users under equivalent conditions.
- Tariff transparency.
- Operational efficiency.
- User liability for its cargo, information, and operational conduct.

4. DEFINITIONS

For the purposes of this document, the following terms shall have the meanings set forth below:

- **Annex A / Tariff in Force:** Annex A – Tariff of Services, Surcharges, and Applicable Charges at the Port of Balboa, as well as its modifications, tariff notes, circulars, and complementary instructions in force issued by the Terminal.
- **Annex B / Health, Safety, and Environment (HSE):** Annex B – Health, Safety, and Environment Terms and Conditions applicable to the Port of Balboa, including its updates, guidelines, and any complementary provisions in force issued by the Terminal.
- **Annex C / Port Security:** Annex C – Port Security Terms and Conditions applicable to the Port of Balboa, including its updates, guidelines, and any complementary provisions in force issued by the Terminal.
- **Applicable Laws and Provisions:** The body of Panamanian legal provisions governing this document.
- **Area Usage / Storage:** The occupation or stay of cargo, containers, equipment, or vehicles within the Terminal, subject to the applicable conditions and charges.
- **Berth Window:** The period agreed upon between the Customer and the Terminal for the servicing of a vessel in accordance with the operational schedule, within which its arrival and operation are expected.
- **Bill of Lading (BL):** The document that evidences possession and/or ownership of the cargo, containing information related to its origin, destination, description, quantities, and other data associated with its transport.
- **Cargo:** Any merchandise, goods, products, containers, vehicles, equipment, or units handled, moved, stored, or serviced at the Terminal.
- **Concession Area:** The definition assigned to it under Contract No. A-2002-26 dated February 23, 2026, executed between APMT PANAMÁ S.A. and the Republic of Panama.
- **Competent Authority:** Any governmental, administrative, judicial, or regulatory entity with jurisdiction over port operations, cargo, vessels, security, customs, migration, health, the environment, or any related activity.
- **Concession Contract:** Contract No. A-2002-26 dated February 23, 2026, executed between APMT PANAMÁ S.A. and the Republic of Panama.
- **Container:** A metallic freight container, enclosed or otherwise, of internationally standardized dimensions and fittings, that facilitates the transport of goods, including, but not limited to, dry, reefer, flat rack, open top, ISO tank containers, and any other equivalent modality. It can be easily transferred from one mode of transport to another without the need to handle the underlying goods themselves until destination.
- **Customer or User:** Any natural or legal person requesting, contracting, using, receiving, or benefiting, directly or indirectly, from the services of the Terminal. Including the vessel's operator.
- **Dangerous Cargo (IMO):** All cargo classified as hazardous in accordance with the International Maritime Dangerous Goods Code (IMDG Code) or other applicable regulations.
- **Equipment:** Any plant, machinery, container, package or parcel, box, pallet, platform, or any vehicle (private or commercial), trailer, truck, or wagon of any description.
- **ETA / ETB / ETD:** Estimated Time of Arrival, Estimated Time of Berthing, and Estimated Time of Departure of a vessel, respectively.
- **Force Majeure:** Any unforeseeable or irresistible event beyond the reasonable control of the Terminal, including, but not limited to, acts of God, acts of authority, riots, strikes, natural phenomena, fires, floods, epidemics, pandemics, cyberattacks, international sanctions, systemic failures, or similar contingencies.
- **General Cargo (Breakbulk or Loose):** Non-containerized cargo handled as loose units, pieces, packages, pallets, bundles, machinery, structures, or other forms of cargo distinct from bulk, rolling cargo, or cargo carried in containers.

- **Gross Tonnage (GT):** The measure of the total internal volume of a vessel, in accordance with the official certificate issued by the competent authority or corresponding classification society, which shall be used as the basis for operational and billing purposes when applicable.
- **Idle Time / Delay:** A period during which Terminal resources are available to operate but cannot do so due to causes not attributable to the Terminal.
- **Inter-terminal Cargo:** Cargo discharged from a vessel at the Terminal and subsequently transferred to another terminal or port facility within the Republic of Panama to be loaded onto another vessel or to continue its voyage, or vice versa, where Panama does not constitute its final destination and the cargo is not cleared through customs for import, in accordance with the applicable documentation.
- **Local Cargo:** Cargo originating in the Republic of Panama or destined for the Republic of Panama.
- **Mooring and Unmooring:** The service provided to secure or release a vessel at the berth, buoy, or other authorized berthing point using ropes, lines, or similar gear, to allow for its safe handling, stay, or departure at the Terminal.
- **OOG (Out of Gauge):** Oversized cargo or containers that exceed the standard dimensions of the transport equipment.
- **Price:** The amount that the Terminal may charge for special, additional, extraordinary, or non-standardized services, or for services which, due to their nature or particular conditions, are not expressly covered in the regular tariff.
- **Refrigerated Container / Reefer:** A container with a refrigeration or temperature control system that requires power supply or specialized monitoring for the transport or storage of temperature-sensitive goods, including, but not limited to, perishable products, pharmaceuticals, chemicals, or products for human consumption.
- **Rolling Cargo (RoRo):** Cargo that can enter, leave, or move by rolling under its own power or by means of towing equipment, including, but not limited to, vehicles, trailers, machinery, and equipment on wheels or car carriers.
- **Shifting / Restowing:** Additional movements of cargo, containers, or equipment outside of the originally planned operational flow.
- **Shipping Agent**: Natural or legal person acting for and on behalf of the shipowner, operator, or Shipping Line before the Port Company or Terminal, for the comprehensive coordination of the operation, requests, documentary procedures, and mandates required during the servicing and stay of the Vessel.
- **Shipping Line:** Maritime transport company owning or chartering vessels, that commercializes cargo or passenger services, including space-use or slot-charter agreements on board, and that requires the infrastructure and services of the Terminal, directly or through its Shipping Agent.
- **Special Services:** Additional, extraordinary, non-routine services or those provided outside of standard conditions.
- **Standard Services:** Basic services normally provided by the Terminal within the ordinary course of operations.
- **Surcharge:** An additional charge applicable due to specific conditions of the cargo, vessel, service, or schedule, including, but not limited to, handling during overtime hours, weekends, or holidays, dangerous cargo handling, operational risk, special operating conditions, or non-compliance by the Customer or User.
- **Tariff / Rate:** The financial consideration applicable to a regulated service, published or defined by the Terminal.
- **TEU:** Abbreviation for Twenty-foot Equivalent Unit, used as a unit of measurement equivalent to a twenty (20) foot container for operational, statistical, or billing purposes.
- **Terminal:** APMT Panamá S.A. as the operator of the Port of Balboa.
- **Tons (Metric Tons / MT):** The unit of measurement used for general cargo billing purposes, equivalent to one thousand kilograms (1,000 kg) of weight or two point five cubic meters (2.5 m^3) of volume, whichever is greater, unless another basis of calculation is indicated in the corresponding tariff.

- **Transshipment Cargo:** Cargo discharged from a vessel and subsequently loaded onto another vessel without leaving the port precinct or being cleared through customs for import, in accordance with the applicable documentation.
- **Vessel or Craft:** Any vessel, ship, barge, or floating craft that uses, intends to use, or is serviced by the Terminal.

The foregoing definitions shall be interpreted in accordance with the operational and commercial nature of the Terminal, and the use of the singular shall include the plural and vice versa, as the context may require.

5. APPLICATION AND ACCEPTANCE OF THE TERMS AND CONDITIONS

These Terms and Conditions constitute the general framework under which the Terminal provides its services, authorizes the use of its facilities and permits access thereto. Entry into the facilities, as well as the use of the Terminal's infrastructure or services constitutes implicit acceptance of these Terms and Conditions, and therefore, of the Prices, Tariffs, Surcharges, other applicable fees and any rules established in this document. Thus, including but not limited to, the Terms and Conditions shall be deemed accepted by means of:

- The request for or use of the Terminal's services;
- The berthing of or provision of services to a Vessel;
- The entry or removal of Cargo or units;
- The transmission of instructions, requests, or documentation;
- Access to, entry into, or presence within the Terminal facilities.

No differing terms shall apply without the written acceptance of the Terminal.

These Terms and Conditions, together with Annex A – Tariff of Services, Surcharges, and Applicable Charges at the Port of Balboa, Annex B – Health, Safety, and Environment (HSE), Annex C – Port Security, as well as its tariff notes, circulars, operational instructions, and other complementary documents issued by the Terminal, shall form part of the applicable contractual framework.

No exception exists for any natural or legal person, under public or private law, utilizing the infrastructure or services of the Terminal, that would exempt them from the payment of Prices, Tariffs, Surcharges, and other applicable fees, unless by legal provision issued by a Competent Authority.

6. POWERS AND RESERVATIONS OF THE TERMINAL

The Terminal reserves the right to:

- Accept, reject, suspend, limit, defer, or condition the admission or access of any natural or legal person;
- Refuse, deny, restrict, suspend, revoke or condition access authorizations of any individual whose presence, conduct, background, associations, security profile, regulatory status, or suspected involvement in unlawful, criminal, fraudulent, unsafe or non-compliant activities may, in the reasonable judgment of the Terminal, represent a risk to safety, security, compliance, operations, personnel, cargo, assets, customers, users, or the Terminal. The denial, suspension, limitation or revocation of access authorization of any individual shall not create any obligation on the Terminal to provide alternative access, employment, compensation or justification to the affected contractor, supplier, employer, customer or user.
- Accept, reject, suspend, limit, defer, or condition the provision of any service;
- Allocate and reallocate berths, berthing positions, equipment, labor, space, connections, operational resources, and service priorities in accordance with its reasonable operational criteria;
- Subcontract, outsource, or rely on external providers for the total or partial execution of the services;
- Require the removal of cargo, containers, vehicles, equipment, or units when deemed necessary for operational, safety, compliance, or risk reasons;

- Reject, suspend, or condition the receipt, handling, storage, or servicing of any cargo, unit, or operation that, in the reasonable judgment of the Terminal, represents an operational, safety, environmental, or regulatory compliance risk;
- Establish documentary, operational, technical, safety, or financial requirements as a condition for the provision of services;
- Modify, update, or complement these Terms and Conditions, the tariff, regulations, circulars, or instructions through formal publication or communication.

No supplier, contractor, or third party in general may enter, perform activities, or provide services within the Terminal's facilities without having met the applicable requirements and obtained the Terminal's prior, express, specific, and valid authorization.

In the same way, no supplier, contractor, shipping agent, or third party hired, designated, or requested by the Customer, User, Vessel, or their representatives may enter, perform activities, or provide services within the Terminal facilities without having complied with the applicable requirements and holding the prior, express, specific, and current authorization of the Terminal. The hiring, designation, nomination, or request of a third party shall not constitute authorization of entry or of service provision.

No Customer, User, shipping agent, lessee, contractor, supplier, or third party shall be empowered to grant, promise, or represent authorization of entry, stay, execution of activities, or provision of services within the Terminal. The Customer, User, shipping agent, lessee, contractor, supplier, or third party in general may request or designate the third party it requires, but such request or designation shall not constitute authorization of entry or of execution of activities. The entry, stay, and provision of any activity or service, including inspections, repairs, maintenance, or supplies, shall be subject to the prior, express, and current authorization of the Terminal, issued through the means and channels established by it.

Compliance with registration, documentation, insurance, access, HSE, port security, or any other condition established by the Terminal shall not generate an automatic right of entry, stay, or service provision, nor shall it oblige the Terminal to grant the requested authorization. The Terminal may grant, deny, condition, limit, suspend, or revoke such authorization in accordance with Applicable Laws and Provisions, the Concession Contract, and its operational, capacity, HSE, port security, compliance, and risk criteria.

Granted authorizations shall not constitute a vested right, exclusivity, permanent authorization, or precedent for future requests. The Customer or User shall be responsible for ensuring that third parties it hires, designates, or requests comply with the requirements established by the Terminal, without the evaluation, authorization, or supervision performed by the Terminal releasing the Customer or User from its obligations or liabilities.

The Terminal shall maintain operational control of its facilities and the execution of services at all times.

The reasonable exercise of the powers provided for in this clause, for operational, safety, security, capacity, compliance, or risk reasons, shall not generate liability for the Terminal, without prejudice to the provisions of applicable legislation and Section III of these Terms and Conditions.

The exercise of the powers provided for herein may lead to the application of charges in accordance with the Tariff in force.

7. HEALTH, SAFETY, AND ENVIRONMENT (HSE) COMPLIANCE

The Customer, User, contractor, and any third party accessing or performing operations within the Terminal facilities must comply with applicable rules regarding safety, occupational health, environment, and operational protection, including the policies, procedures, and standards established by the Terminal.

Compliance with such provisions constitutes an essential condition for entry, stay, and the execution of any activity within the Terminal.

Without limiting other obligations established in these Terms and Conditions or in Annex B – Health, Safety, and Environment (HSE), the Customer or User shall:

- Ensure that its personnel and third parties are competent and possess the required authorizations, certifications, and inductions;
- Comply with the HSE requirements applicable to each activity, including, where appropriate, the preparation and prior approval of Job Safety Analyses (JSA), Permits to Work (PTW), and other controls established by the Terminal;
- Maintain valid insurance policies required by applicable legislation or by the Terminal;
- Guarantee that its employees, contractors, and third parties use the required personal protective equipment and comply with safe work procedures;
- Comply with instructions issued by the Terminal regarding access, movement, risk control, and emergency response;
- Cooperate with inspections, audits, and investigations conducted by the Terminal.

Non-compliance with HSE provisions shall empower the Terminal to restrict access, suspend activities, halt operations, remove personnel or equipment, cancel authorizations, or adopt any other necessary measure to control the risk, without prejudice to the application of charges provided for in the Tariff in force and other corresponding legal or contractual actions.

8. ACCESS, REGISTRATION, AND ENTRY CONTROL TO THE TERMINAL

The access, entry, stay, and movement of persons, vehicles, equipment, materials, and any other resource within the Terminal facilities shall be subject to prior and continuous compliance with the registration, documentary validation, authorization, access control, and port security processes established by the Terminal and set forth in Annex C – Port Safety and Security, as well as any other circumstance or factor that may jeopardize the safety and security of persons, facilities, or operations.

Registration, documentary validation, the issuance of an ID card, credential, or pass, access authorization, and authorization to execute activities or provide services constitute separate and independent controls. Compliance with one of these requirements shall not generate an automatic right regarding the others.

In particular, registration or access authorization shall not constitute authorization to perform activities or provide services within the Terminal, which shall require the prior, express, specific, and current authorization provided for in clause 6 of these Terms and Conditions.

Every access request must comply with the requirements, deadlines, and mechanisms established by the Terminal. Authorizations shall be specific to the approved activity, location, period, personnel, vehicles, equipment, and scope, shall be non-transferable, and may not be modified or used for different purposes without prior authorization.

The Customer or User shall be responsible for ensuring that its personnel, shipping agents, contractors, suppliers, haulers, and any third party acting on its behalf comply with all access, registration, documentation, insurance, induction, HSE, port security, and control requirements established by the Terminal. Likewise, every lessee, contractor, subcontractor, hauler, or any person, entity, or third party entering the Terminal shall ensure that any third party associated with it complies with all access, registration, documentation, insurance, induction, HSE, port security, and control requirements established by the Terminal.

The Terminal may restrict, condition, suspend, or deny access or stay; suspend or cancel registrations, ID cards, credentials, passes, or authorizations; and adopt other applicable measures when the established requirements are not met or when operational, HSE, port security, compliance, risk or any other reason reasonably determined by the Terminal.

The Terminal shall maintain exclusive control over access and stay processes within its facilities at all times.

In particular, and consistent with the provisions set forth in Section 6, the Terminal may deny, restrict, suspend, condition, revoke, or refuse to renew access, registrations, credentials, permits, authorizations, or any other access privileges granted by the Terminal, and may make specific and individualized determinations regarding the access, registration, admission, or continued presence of any person whose presence, conduct, background, associations, security profile, regulatory status, or alleged involvement in unlawful, criminal, fraudulent, unsafe, or non-compliant activities may, in the Terminal's reasonable judgment, represent a risk to security, regulatory compliance, operations, personnel, cargo, assets, customers, users, or the Terminal itself. The exercise of such rights shall not give rise to any obligation on the part of the Terminal to provide alternative access, employment, compensation, justification, or any other benefit to the affected individual or any contractor, employer, customer, user, or third party associated with such individual.

9. OBLIGATIONS OF THE CUSTOMER OR USER

The Customer or User represents, warrants, and undertakes to:

- Have the necessary capacity, powers, licenses, permits, and authorizations to request, contract, or use the services of the Terminal, on its own account or on behalf of third parties;
- Provide truthful, complete, accurate, and timely information and documentation, and communicate any relevant change or omission;
- Ensure that the Cargo, containers, equipment, vehicles, units, and Vessels comply with applicable requirements and are suitable for handling or servicing. Any dangerous, polluting, oversized, damaged, infested, or special-handling Cargo must be properly declared, packaged, marked, and documented. Prohibited or illicit goods shall not be permitted;
- Ensure that its personnel, shipping agents, contractors, suppliers, and other third parties under its responsibility possess the required competencies and authorizations and comply with these Terms and Conditions and the provisions of the Terminal;
- Maintain in force the required insurance policies and ensure, where appropriate, the applicable coverage of its contractors and third parties;
- Comply with and ensure compliance with Applicable Laws and Provisions and the operational, HSE, and port security requirements established by the Terminal, immediately reporting any relevant incident, risk, or contingency;

- Refrain from performing, instructing, or allowing acts or omissions that generate risks, damages, or delays, interfere with operations, or affect the safety or continuity of services;
- Answer for damages caused by the Customer or User, its Vessels, vehicles, equipment, personnel, shipping agents, contractors, suppliers, or third parties under its responsibility to the Terminal's facilities, infrastructure, quays, fenders, bollards, equipment, systems, or other assets, and assume the reasonable costs of inspection, evaluation, mitigation, repair, replacement, and other related expenses.

The Customer or User shall be liable for damages, costs, losses, delays, penalties, claims, and other consequences arising from the breach of these obligations or from the actions of its representatives, personnel, contractors, suppliers, and other third parties under its responsibility, without prejudice to the provisions of Section III.

10. DOCUMENTATION AND INSTRUCTIONS (GENERAL FRAMEWORK)

All documentation and instructions must comply with the content, format, transmission channel, and deadline requirements established by the Terminal.

Failure to comply with such requirements may lead to the rejection, suspension, or rescheduling of the service and to the application of the corresponding charges, in accordance with the applicable operational provisions of these Terms and Conditions.

11. MODIFICATION OF PROCEDURES AND NO WARRANTY

The scheduling or acceptance of an operation does not constitute a guarantee of continuity, priority, performance, or operational result, nor shall it generate any right to a claim, compensation, indemnity, or tariff adjustment.

The Terminal does not guarantee specific operational, commercial, or logistical results under any circumstances, and may modify procedures or operations for operational, safety, security, or compliance reasons.

12. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Panama.

Any claim related to the services of the Terminal or to their interpretation, execution, or breach shall be submitted to the competent jurisdiction of the Republic of Panama or to the jurisdiction that the Terminal may select, as far as possible and applicable.

The foregoing shall be understood without prejudice to the Terminal's right to pursue such actions as it deems appropriate before other jurisdictions when legally permissible.

II. COMMERCIAL AND FINANCIAL CONDITIONS

13. RELATIONSHIP WITH ANNEX A

The tariffs, prices, surcharges, and other charges applicable to the services provided by the Terminal shall be governed by Annex A – Tariff of Services, Surcharges, and Applicable Charges at the Port of Balboa, and its applicable complementary documents.

14. GENERAL BILLING PRINCIPLES

Every service, operation, or use of infrastructure or allocation of Terminal resources shall generate the corresponding charges in accordance with the Tariff in force, tariff notes, applicable specific agreements, and all other provisions of this document.

15. LIABILITY FOR CHARGES

Charges generated by services rendered to vessels may be billed to the shipping line, the vessel operator, its shipping agent, or the party responsible for the corresponding operation. Charges generated by services related to cargo, containers, vehicles, equipment, or units may be billed to the Customer, User, consignee, shipper, unit holder, cargo owner, shipping line, shipping agent, or any other party responsible for the service or operation.

When more than one natural or legal person is involved in requesting, instructing, using, receiving, coordinating, or benefiting from a service, all of them shall be jointly and severally liable for payment to the Terminal, and the Terminal may demand full payment from any of them.

Payment made by a party other than the principal debtor shall not extinguish or limit the liability of the other parties until the corresponding amount has been actually received and applied by the Terminal.

16. APPLICABLE TARIFFS, PRICES, AND SURCHARGES

Tariffs shall apply to standard or regularly provided Terminal services. Prices shall apply to special, additional, extraordinary, non-routine services, or those not expressly contemplated within the Terminal's standard tariffs. Surcharges may apply due to specific conditions of the cargo, vessel, service, or schedule, including, but not limited to, handling during overtime hours, weekends, holidays, dangerous cargo, OOG units, operational risk, or special operating conditions.

The Terminal may apply complementary charges for special services, additional resources, use of infrastructure, provision of utilities or similar, special equipment, extraordinary labor, after-hours handling, safety and security measures, cleaning, mitigation, shifting, relocation, inspections, delays, cancellations, idle time, third-party costs, and any other concept reasonably related to the operation or the provision of services not expressly covered by a general tariff, including operational impacts derived from inefficiencies, non-compliance, or changes in the operation.

Tariff notes, commercial instructions, operational circulars, specific agreements, and other documents issued by the Terminal may develop, clarify, or complement the application of the tariffs, prices, and surcharges provided in this document, provided they do not expressly contradict it.

17. BASIS OF CALCULATION AND UNIT OF CHARGE

Tariffs, prices, and surcharges may be expressed, among others, per TEU, MT, GT, container, unit, vehicle, equipment, movement, event, hour, day, maneuver, gang, service, or any other basis of calculation defined by the Terminal.

When a tariff, price, or surcharge is expressed per hour or fraction, day or fraction, unit, movement, event, MT, TEU, GT, or any other basis of calculation, any fraction shall be charged as a full hour, full day, or full unit, as applicable, or the corresponding minimum charge shall apply.

In the case of general cargo, when the applicable tariff is based on tons, it shall be referenced to one thousand kilograms (1,000 kg) of weight or two point five cubic meters (2.5 m^3) of volume, whichever is greater, unless otherwise provided in the Tariff in force.

For billing purposes, the Terminal may rely on information contained in documents, operational logs, electronic systems, authority validations, or any other reasonably available source.

In the event of a discrepancy, the information validated by the Terminal or by the competent authority shall prevail and shall be considered definitive for billing purposes.

The Customer or User shall be liable for any difference, error, or inconsistency in the information provided, and shall assume the charges, costs, or adjustments derived from such information.

The Terminal may perform Cargo verification processes jointly with the Customer or its representative. When such verification is not carried out within the established timeframe, the Terminal's records shall prevail for operational and billing purposes, without prejudice to the right of the Customer or User to file a dispute pursuant to clause 28.

18. TIMING OF CHARGE ACCRUAL

Charges shall accrue from the moment the service is requested, scheduled, or when the Terminal allocates or reserves resources for its execution.

Charges for special, additional, extraordinary, or unforeseen services may accrue from the moment the Terminal must allocate resources, equipment, personnel, space, or specific coordination to attend to the particular request of the operation.

19. SPECIAL, ADDITIONAL, OR UNFORESEEN SERVICES

When the Customer or User requests special, extraordinary, non-routine, after-hours, or out-of-sequence services, or services with special equipment, with additional resources, under particular conditions, or not expressly contemplated in the general tariff, the Terminal may quote, determine, and apply a special price or charge.

Such special charges may include, among others, documentation costs, labor, equipment, third-party services, and any other expense reasonably related to the provision of the service.

The provision of a special service shall not oblige the Terminal to keep it permanently available or to provide it under the same conditions on future occasions.

The foregoing shall also apply when such services become necessary for the safe, efficient, or compliant execution of the operation, even if they have not been expressly requested by the Customer or User.

20. DELAYS, IDLE TIME, CANCELLATIONS, AND UNUSED SERVICES

Delays, idle time, cancellations, or non-use of services shall generate the corresponding charges when such situations result from causes not attributable to the Terminal, including those attributable to the Customer or User or to third parties under their responsibility, control, or coordination.

These charges may apply even if the service has not been fully or partially executed, provided that the resources have been allocated, scheduled, or made available.

The application of these charges is independent of any other applicable charge or penalty under the Tariff in force.

21. STORAGE, AREA USAGE, AND DWELL

For billing purposes, upon expiration of the applicable grace period or free period pursuant to this document and the Tariff in force, all cargo, container, vehicle, equipment, or unit that remains within the Terminal shall generate the corresponding storage, area usage, or dwell charges.

Cargo, containers, vehicles, equipment, or units that are retained, uncollected, immobilized, under authority control, in a state of abandonment, or subject to any legal or administrative restriction shall continue to generate the corresponding charges while remaining within the Terminal, unless expressly provided otherwise.

When a delivery or removal of cargo, containers, vehicles, or equipment is performed partially, the storage or area usage corresponding to the removed portion shall be billed and must be paid at the time of its exit from the Terminal.

22. PARTIAL BILLING, ADJUSTMENTS, AND INFORMATION CORRECTION

The Terminal may issue partial, provisional, supplemental, or final invoices, depending on the nature of the service and the availability of information.

The Terminal may make billing adjustments whenever it detects differences or inconsistencies at any time, even subsequent to invoice issuance or completion of the operation.

The issuance of quotes, proformas, estimates, or preliminary settlements does not constitute final acceptance of the charges, nor does it limit the Terminal's right to resettle, adjust, or bill additional charges when the actual operation differs from the information supplied or validated.

23. TAXES, FEES, AND THIRD-PARTY CHARGES

Unless expressly indicated otherwise, Terminal tariffs, prices, and surcharges do not include taxes, fees, duties, government charges, or third-party costs that may apply based on the nature of the service.

Taxes applicable to services provided directly by the Terminal shall be invoiced in accordance with legislation in force. In the case of leases, space concessions, or services subject to the Tax on the Transfer of Movable Corporeal Goods and the Rendering of Services (ITBMS) or other applicable taxes, such taxes shall be invoiced in addition to the value of the corresponding service.

Services or charges established and administered by authorities or third parties—including pilotage, tugs, navigational aids, government fees, regulatory charges, or external provider costs—may be billed directly by the corresponding third party or passed through by the Terminal to the Customer, User, or party responsible for the service.

When the Terminal must assume, advance, coordinate, process, or pay costs, fees, charges, or third-party services related to an operation, it may invoice them to the corresponding Customer, User, or responsible party, including the amount actually paid as well as any applicable administrative fee for its management, coordination, or recovery.

The Terminal shall not be responsible for the provision, quality, interruption, or results of services contracted or directly provided by Competent Authorities or third parties outside the control of the Terminal, without prejudice to the provisions of Section III of these Terms and Conditions.

24. ADVANCE PAYMENT, EXCEPTIONAL CREDIT, AND SUPPLEMENTAL BILLING

Payment constitutes an essential condition for the provision of services. Unless expressly agreed otherwise in writing, all charges shall be paid in advance as a condition for the provision of the service.

When the Terminal, on an exceptional basis, grants credit terms in writing, the Customer or the person responsible for the charges shall pay the corresponding invoice within the defined period, counted from the date of issuance of the invoice, or within such other period as may have been expressly agreed in writing.

In cases where the Terminal grants credit facilities, any discrepancy regarding an invoice shall be processed in accordance with clause 28 and shall not suspend or release the Customer or User from paying within the established timeframe.

Payment made based on a quotation, pro forma, estimate, or preliminary settlement shall not prevent the Terminal from issuing additional charges, adjustments, re-settlements, or supplementary invoicing when the actual operation differs from the information initially provided, when additional services are generated, when applicable surcharges arise, or when costs not included in the initial reference are incurred.

The quotation, pro forma, estimate, or preliminary settlement used for advance payment may include an additional percentage or amount to cover contingencies, operational unforeseen events, complementary services, or charges not determined at the time of its issuance, without prejudice to the corresponding adjustments, re-settlements, or supplementary invoicing based on the operation actually performed.

Without prejudice to the foregoing, the Terminal may refrain from scheduling, initiating, continuing, or completing services, as well as retain the delivery of Cargo, container, vehicle, equipment, or unit, as long as the required advance payment has not been made or other applicable payment conditions have not been satisfied.

25. CREDIT SUSPENSION, GUARANTEES, AND ENFORCEMENT MEASURES

In the event of default, payment delinquency, or deterioration of the Customer's or User's risk profile, the Terminal may suspend credit facilities, require prepayment or additional guarantees, condition the provision of new services, withhold the scheduling of future operations, or adopt any other commercial measure permitted by law and by this document.

The exercise of these measures shall not imply a waiver of the Terminal's right to collect the amounts owed, interest, surcharges, costs, and applicable expenses.

Every supplemental invoice, resettlement, outstanding balance, or additional charge issued by the Terminal must be paid within the timeframe indicated in the corresponding invoice, settlement, or communication. When a credit term approved in writing exists, any sum not paid within the agreed period shall be considered past due and in default, without the need for additional demand.

Any past due and unpaid sum shall automatically accrue late interest at a rate of two percent (2%) per month, calculated on a daily basis, without the need for prior notification and independently of the existence of claims or disputes.

The Terminal may apply any payment received to such balances as it deems appropriate, including interest, surcharges, past due charges, or specific services, regardless of any instruction from the Customer or User.

26. NO SET-OFF

The Customer or User shall have no right to offset, withhold, deduct, or apply any set-off against amounts owed to the Terminal, even if a claim, dispute, or controversy is pending, which must be processed independently in accordance with these Terms and Conditions.

27. TARIFF IN FORCE AND MODIFICATIONS

The Terminal's Tariff in force, as well as its revisions, notes, annexes, supplements, or updates, shall be the applicable document to determine the amounts of the corresponding tariffs, prices, and surcharges.

The Terminal may modify, update, complement, or revise its tariffs, surcharges, and billing conditions at any time. Such modifications shall not require prior acceptance by the Customer or User.

Unless expressly agreed otherwise, the applicable charges shall be those in force at the time the service is provided, as appropriate.

The Terminal may communicate the incorporation of new services, cost updates, the application of surcharges, or the modification of tariffs through circulars, operational notices, commercial communications, or any other reasonable means, and they shall be fully applicable from the date indicated in such communications.

28. BILLING DISPUTES

Any objection or dispute related to an invoice must be submitted in writing within a maximum period of thirty (30) calendar days from its issuance date.

Upon expiration of said period without the Customer or User having submitted an objection, the invoice shall be deemed accepted in its entirety and may not be subsequently challenged.

The submission of a dispute does not exempt the Customer or User from the obligation to pay undisputed amounts within the corresponding timeframe.

Disputes shall not suspend the accrual of late interest on past due amounts.

The Terminal may resolve the dispute based on the information available in its operational systems and logs.

III. LIABILITY AND LEGAL PROVISIONS

29. LIABILITY OF THE TERMINAL

The Terminal shall be liable only for duly proven direct damages that constitute an immediate and direct consequence of acts or omissions exclusively attributable to the Terminal, occurring while the corresponding cargo, vessel, container, vehicle, equipment, or unit is actually under its custody or operational control, and provided that such damages were caused by the gross negligence or willful misconduct of the Terminal or its personnel directly under its command.

For the purposes of these Terms and Conditions, it shall not be understood that the Terminal has custody or operational control when the loss, damage, or affection originates from causes, instructions, acts, or omissions attributable to the Customer, User, shipping line, transport operators, competent authorities, or third parties, even if such property is physically within the Terminal area.

Unless proven otherwise by the claimant, the Terminal shall not be liable for loss, damage, misdelivery, delay, loss of value, deterioration, shrinkage, loss of profits, or any other adverse effect related to said property. It shall be the claimant's responsibility to prove the existence of the damage, its quantum, and the liability of the Terminal.

In particular, and without prejudice to other exclusions provided in these Terms and Conditions, the Terminal shall not be liable when the loss, damage, or adverse effect derives, in whole or in part, from:

- Events of force majeure or acts of God;
- Storms, hurricanes, floods, fires, explosions, or other natural events;
- War, hostilities, terrorism, riots, civil commotion, or labor disputes; strikes, lockouts, or go-slows by any person with the intent to further a trade dispute;
- Acts or omissions of competent authorities, including detentions, inspections, delays, or immobilizations;
- Incorrect, incomplete, or untimely documentation, instructions, or declarations;
- Inadequate packing, stowage, lashing, identification, or conditioning of the cargo, including non-compliance with the CTU Code;
- Inherent vice, natural characteristics, or the specific condition of the cargo;
- Acts or omissions of the Customer or User, the shipping line, the shipping agent, the hauler, or third parties;
- Operational conditions of the Terminal, including congestion, space limitations, or resource availability;
- Failures, interruptions, or limitations of electronic systems, digital platforms, or communications;
- Interruptions, fluctuations, or failures in the supply of electrical power, essential services, or connection points, except when deriving exclusively from the gross negligence or willful misconduct of the Terminal;
- Temperature variations, deterioration, spoilage, or loss of quality of refrigerated cargo, except when arising exclusively from gross negligence or willful misconduct of the Terminal in the provision of a connection or monitoring service effectively requested by the Customer or User, and provided that the latter has supplied correct and complete instructions;
- Differences in weight, volume, quantity, VGM, or any other declared information, except when the Terminal has directly provided the weighing service and the error is exclusively attributable to the Terminal;
- Damage to containers or equipment that do not comply with applicable international standards (including ISO or CSC), when such non-compliance contributed to the damage;
- Measures reasonably adopted by the Terminal to protect safety, security, operations, persons, cargo, or the environment;
- Insufficient water depth, tidal variations, or draft changes, when deriving from incorrect or incomplete information supplied by the vessel, or from navigation, approach, berthing, or departure decisions adopted by the master or the shipping line, including the acceptance of operating within tidal windows, provided that the Terminal made reasonable and current information available;
- Vermin, insects, fungal epidemics, rot, rust, or corrosion, when deriving from the natural characteristics, pre-existing condition, or inherent vice of the cargo, container, equipment, or vessel, from deficiencies in packing or ventilation, or from normal environmental conditions of transport and port storage;

- Expenses, losses, or damages resulting from, caused by, derived from, or related to communicable diseases, epidemics, pandemics, or infectious outbreaks, whether declared or not by a competent authority;
- Any act of APMT PANAMÁ S.A., its employees, or agents that is reasonably necessary for the safety and preservation of persons, the port Concession Areas, a vessel, and/or threats to the cargo or the vessel itself;
- Any acts or omissions of third parties, including other vessels, authorities, suppliers, contractors, or any person present in the Concession Area, with or without Terminal authorization, when such acts or omissions directly or indirectly cause the loss, damage, or adverse effect;
- Delays, adverse effects, or consequences derived from customs procedures, inspections, detentions, clearances, or decisions of authorities, as well as from incorrect, incomplete, delayed, or erroneous documentation, declarations, or orders provided by the Customer, User, or third parties;
- Impacts, collisions, or damage caused by aircraft, vessels, or by objects detaching, falling, or projected from them, including impacts against quays, facilities, equipment, containers, cargo, or vessels of the Terminal;
- Failures, interruptions, errors, loss of information, or damage derived from the use or inability to use electronic information systems, whether proprietary to the terminal, the user, or third parties, or any technological service.

30. EXCLUSION OF CONSEQUENTIAL DAMAGES

Without prejudice to the provisions of other sections of these Terms and Conditions, the Terminal shall not be liable, under any circumstances, for indirect, incidental, special, punitive, or consequential damages of any nature.

This exclusion includes, without limitation, loss of income, profits, market, use, commercial opportunity, contracts, vessel deviations, off-hire, business interruption, financial costs, or any other indirect economic loss, including those derived from delays, hold-ups in vessel servicing, or operational impacts, regardless of the cause of the claim and even if the Terminal had been advised of the possibility of such damages.

No provision of these Terms and Conditions shall be construed as authorization to claim indirect or consequential damages under any circumstance.

31. SPECIFIC LIMITS OF LIABILITY

- **Containers and Equipment:**

  The Terminal shall be liable only for the loss of or damage to any Container or other equipment of the Terminal User while under the custody or control of the Terminal, to the extent that such loss or damage is caused by the gross negligence or willful misconduct of the Terminal, and such liability shall be limited to the lesser of:
    - The reasonable cost of repair of the damaged container or equipment, with supporting documentation of such repair (photos, quote, invoice, proof of payment);
    - The depreciated value of the lost or damaged container or equipment, provided that, in no case, liability exceeds:
        - USD 2,900 per standard 20-foot dry container;
        - USD 4,600 per dry container over 20 feet;
        - USD 25,000 per 20-foot reefer container;
        - USD 28,000 per reefer container over 20 feet;
        - USD 5,000 per 20-foot special container;
        - USD 9,000 per special container over 20 feet;

- USD 12,000.00 per chassis in the case of any chassis;
- USD 5,000 per any other unspecified equipment.

The depreciated value of the Container or equipment shall be calculated based on the maximum limits of liability, applying a straight-line depreciation of five percent (5%) per year from the date of manufacture (as evidenced for Containers on the safety approval plate / CSC plate) until the day preceding the incident.

- **Cargo:**

The Terminal shall be liable only for the non-performance, loss of, or damage to the cargo (the "Loss") while under its custody or control, to the extent that such Loss is caused by the gross negligence or willful misconduct of the Terminal, and such liability shall be limited to the lesser of the following values:

- The value of the cargo actually lost or damaged, which shall be determined on the basis of the reasonable cost of repair or the replacement cost of the cargo (with goods of the same age and in equivalent condition);
- The limits of liability that the Customer or User could rely upon in a claim submitted pursuant to the contract of carriage or any other term of which such Customer or User is a beneficiary; and
- Two (2) Special Drawing Rights (SDR) per kilogram of gross weight of the lost or damaged cargo or, in the case of shipments to or from the United States, the standard limit established in the United States Carriage of Goods by Sea Act (COGSA).

The Customer or User must ensure that all of its bills of lading and contracts of carriage—as well as those of its partners under Vessel Sharing Agreements (VSA) or slot charterers—incorporate a Himalaya Clause by virtue of which the Terminal benefits from the provisions of such bills of lading or contracts of carriage, including those relating to law and jurisdiction, to the extent that such provisions benefit the Customer or User, including any VSA partner or slot charterer.

The Terminal authorizes, empowers, and instructs the Customer or User to act, and the latter agrees to act, as trustee and/or agent of the Terminal for the sole purpose of giving effect to this clause.

Without prejudice to its right to rely on these Terms and Conditions, the Terminal shall be entitled to avail itself of and invoke any limitation or exclusion of liability, immunity, defense, right, remedy, and/or law and jurisdiction clause contained in the bills of lading or contracts of carriage, as if the Terminal were the carrier and the Customer or User were the "merchant" under such contracts.

The Customer or User shall defend, indemnify, and hold harmless the Terminal against any claim for any Loss exceeding the limitations set forth above, including those exceeding the amounts provided for under the Hague-Visby Rules, the Hague Rules, the Hamburg Rules, or the Carriage of Goods by Sea Act (COGSA).

- **Vehicles (Rolling Cargo / RoRo):**

The Terminal shall be liable only for the loss of or damage to a Vehicle, to the extent that such loss or damage is caused by the gross negligence or willful misconduct of the Terminal, and such liability shall be limited to the lesser of:

- The reasonable cost of repair of the damaged vehicle;
- The replacement cost (with a Vehicle of the same age and in equivalent condition) of the lost or damaged Vehicle; and
- A maximum of USD 100,000 per vehicle.

The depreciated value shall be determined considering the age, mileage, condition, and use of the vehicle. The condition of the vehicle may be determined through operational records, inspections, photographs, or other reasonable means used by the Terminal.

The Terminal shall not be liable for minor damage, normal wear and tear, or conditions that were not documented at the time of receipt.

- **Vessels:**

The Terminal shall be liable only for the loss of or damage to a Vessel, to the extent that such loss or damage is caused by the gross negligence or willful misconduct of the Terminal, and such liability shall be limited to the lesser of:

- The reasonable and direct cost of repair of the damaged vessel, duly supported by estimates, quotes, technical reports, invoices, and any other document the Terminal deems necessary to analyze and validate the expenses incurred;
- The replacement cost (with a Vessel of the same age and in equivalent condition) of the lost or damaged Vessel; and
- USD 4,000,000 per vessel.

In no case shall the Terminal be liable for loss of use, off-hire, deviation, additional fuel consumption, or indirect or consequential damages.

For vessels over twenty (20) years of age, the Terminal shall not be liable for structural damage, hidden defects, or damage aggravated by such age or condition.

32. SCOPE AND APPLICATION OF LIABILITY

Except to the extent expressly provided in these Terms and Conditions, the Terminal shall assume no liability whatsoever for loss, damage, or adverse effects to cargo, containers, equipment, vehicles, vessels, or other assets, regardless of the cause.

The defenses, exclusions, and limitations provided in these Terms and Conditions shall apply to and extend to the benefit of the employees, directors, agents, contractors, subcontractors, and any third party acting on behalf of the Terminal, who shall be entitled to invoke such provisions as if they were party to these Terms and Conditions.

Nothing in this section shall limit rights or liabilities that cannot be legally excluded under applicable law, including in any action based on contract, tort, or civil liability.

The Customer or User expressly acknowledges that the Terminal's tariffs and prices have been established in consideration of these limitations, which constitute an essential and determining condition for the provision of the services.

When multiple claims arise from the same event, the total applicable limit shall be distributed pro-rata among the claimants.

33. NOTIFICATION, INSPECTION, AND CLAIM DEADLINES

As a condition precedent to any liability of the Terminal, the Customer or User must comply with the following requirements:

- Immediate written notification of any damage allegedly caused to a vessel, and the Terminal must be allowed to inspect such vessel prior to its departure.

- Notification of cargo damage:
    - Within thirty (30) calendar days in the case of import cargo; or
    - Within sixty (60) calendar days in the case of export cargo; counted from the delivery, removal, or disposal of the cargo, regarding any loss, damage, misdelivery, deficiency, or claim, including details of the nature and quantum of the claim.
- Written notification of any damage allegedly caused to vessels, containers, equipment, or units before such equipment leaves the Terminal's control area.
- Every claim notification must include, at a minimum:
    - Identification of the affected vessel, container, cargo, or equipment;
    - The date and place of the incident;
    - A clear description of the claimed damage;
    - The amount claimed; and
    - Available initial evidence, including documents, photographs, or other supporting material.
- Incomplete or inaccurate notifications, or those failing to contain sufficient information, may be rejected or treated as not submitted for the purposes of any claim.
- The Terminal shall have the right to inspect any cargo, equipment, or unit prior to its disposal, repair, or destruction, and any breach of this obligation shall invalidate any claim.

Failure to comply with any of the foregoing requirements shall bar any claim against the Terminal and shall completely release the Terminal from any liability, without exception.

In any event, the Terminal shall be discharged from all liability unless the corresponding legal actions are initiated and notified in writing to the Terminal within a maximum period of twelve (12) months from the date of the event or incident giving rise to the claim, regardless of any longer period that may arise under any convention, contract of carriage or national law to the maximum extent permitted by law. Upon expiration of such period without both conditions being met, any claim shall be deemed definitively waived and shall not be enforceable under any circumstance. To the maximum extent permitted by applicable law, the time limits established in this clause shall prevail over any longer limitation period that may otherwise arise under any contract of carriage, convention, statute, or legal regime.

34. RIGHT OF RETENTION (LIEN)

The Terminal shall have a general and particular possessory lien over any cargo, container (including full or empty containers), equipment, vehicle, or document under its custody or control for any sum owed, even if a claim or dispute is pending, including claims related to the same goods, and such retention shall not constitute a breach by the Terminal.

The exercise of this right of retention may be carried out regardless of the ownership of the retained goods, provided that such goods are directly or indirectly linked to the operation that gave rise to the debt.

The Terminal may suspend the provision of services, retain goods, or condition their delivery until full payment of the sums owed, including applicable interest, costs, and expenses.

Subject to applicable law and upon prior written notice, the Terminal may dispose of, sell, or realize such goods in order to recover the sums owed, interest, costs, and associated expenses.

35. INSURANCE

The Customer or User shall be responsible for procuring and maintaining in force, at its own expense, the insurance policies necessary to cover:

- Any liability assumed under these Terms and Conditions; and
- The coverages required by applicable law, including civil liability and third-party liability.

The Terminal shall have no obligation to procure or maintain insurance on cargo, containers, vehicles, vessels, or any other asset under its custody or handling.

Each corresponding Terminal User shall maintain, or ensure that its vessels are maintained, at all times in a completely fit and seaworthy condition throughout the duration of any agreement governed by these Terms. Vessels must be kept continuously classed in accordance with the rules of the corresponding classification society.

The Terminal User shall maintain the following insurance and provide the APM Terminals representative with certificates or copies of the policies (or, in the case of P&I coverage, a certificate of entry) evidencing such coverage:

- Hull and Machinery insurance, in accordance with ITC Hull 1983 clauses or equivalent conditions, for an amount not less than the full market value of the vessel;
- Protection and Indemnity (P&I) coverage on standard terms and with customary limits, with a member of the International Group of P&I Clubs or equivalent;
- General and third-party liability insurance (including liability derived from the use and operation of containers and chassis).
- Every lessee, user, third party, contractor, subcontractor, hauler, or any person or entity entering or operating within the Port Terminal must maintain in force a Civil Liability Insurance with Marine Coverage covering property damage to others and bodily injury derived from the use, operation, and functioning of containers, chassis, vehicles, equipment, and machinery within the Terminal facilities.

The Customer, User, or the respective party shall notify the Terminal at least thirty (30) days in advance of any cancellation, non-renewal, or material modification of any insurance policy.

Insurance must be kept in force continuously throughout the entire duration of the relationship with the Terminal. The Terminal's failure to request certificates or other evidence of compliance with these insurance requirements, or its failure to detect any deficiency or non-compliance, shall not be interpreted as a waiver of the obligation to maintain the insurance required under these Terms.

Under no circumstances shall any of the insurance policies or the limits of such policies be construed as a limitation of the Terminal User's liability under these Terms.

36. FORCE MAJEURE

Neither party, including the Terminal, shall be liable for the failure or delay in the performance of its obligations under these Terms and Conditions to the extent that such failure or delay is caused by a Force Majeure event, and for as long as such event continues. In the case of the Customer, User, or the respective party, the foregoing shall apply provided that it is not in default of its payment obligations for services effectively rendered.

For the purposes of these Terms and Conditions, "Force Majeure" means any event or circumstance that constitutes force majeure or an act of God under applicable legislation, including the Civil Code of the Republic of Panama, and that is unforeseeable, irresistible, or beyond the reasonable control of the affected party, preventing in whole or in part the performance of its obligations. Force Majeure events shall include, without limitation: earthquakes, floods, tsunamis, hurricanes, storms, fires, explosions, epidemics, pandemics, severe weather conditions, or other natural phenomena; wars, armed conflicts, acts of terrorism, civil unrest, riots, or internal commotion; strikes, labor disputes, or labor conflicts involving third parties; acts, orders, restrictions, prohibitions, or measures adopted by governments, competent authorities, or regulatory bodies; international sanctions; failures or interruptions of essential public utilities, telecommunications systems, or critical infrastructure; cyberattacks, cybersecurity incidents, or systemic failures; disruptions or failures in logistics or supply chains; lack of transportation, equipment, materials, or supplies caused by circumstances beyond the reasonable control of the affected party; acts or omissions of third parties; and any other similar event or circumstance beyond the reasonable control of the affected party whose effects cannot be avoided through the exercise of reasonable diligence.

The Party affected by a Force Majeure event shall:

- Notify the other Party as soon as reasonably possible, indicating the nature of the event, its estimated duration, and the affected obligations;
- Take reasonable measures to mitigate the effects of the event and resume compliance with its obligations as far as possible; and
- Keep the other Party informed of the evolution of the situation.

If the Force Majeure event continues for a continuous period exceeding one hundred twenty (120) days and substantially affects the performance of obligations, either party, including the Terminal, may terminate the application of these Terms and Conditions or any related agreement, without further liability.

37. INDEMNIFICATION

The Customer or User agrees to indemnify, defend, and hold harmless the Terminal, its shareholders, directors, employees, agents, contractors, and subcontractors from and against any claim, damage, loss, liability, cost, or expense, including legal fees and defense costs, arising directly or indirectly from:

- Breach of these Terms and Conditions;
- Incorrect, incomplete, or misleading information provided by the Customer or User;
- Violation of laws, regulations, or provisions of authority;
- Damage to persons, cargo, equipment, vessels, or third parties;
- The nature, condition, packing, stowage, or characteristics of the cargo;
- Acts or omissions of the Customer, User, their employees, shipping agents, contractors, or linked third parties;
- Any claim exceeding the limits of liability established in these Terms and Conditions or in the applicable contracts of carriage.

The indemnification obligation shall be independent, shall not be limited by payments made for services, and shall survive even after the completion of the services or the termination of any contractual relationship.

38. NO WAIVER OF RIGHTS

The failure of the Terminal to exercise, at any time, any of its rights under these Terms and Conditions shall not be construed as a waiver thereof, nor shall it prevent its subsequent exercise.

IV. OPERATIONAL REGULATIONS

39. GENERAL OPERATIONAL PROVISIONS

The provision of services by the Terminal shall always be subject to:

- Its actual available operational capacity;

- The availability of resources for all services;
- Safety, security, and environmental conditions;
- Availability of infrastructure, equipment, and personnel;
- Weather conditions, tides, or other natural factors;
- Instructions from competent authorities;
- Compliance with the operational, safety, documentary, and access control requirements established by the Terminal.

Vessel servicing and quay operations shall be performed continuously twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays.

Services other than Vessel servicing and quay operations, including gate operations, receipt or delivery of Cargo, inspections, logistics services, and servicing outside regular hours, may be subject to prior request, availability, Terminal approval, specific operational conditions, and the charges or surcharges established in the Tariff in force.

40. OPERATIONAL AUTHORITY OF THE TERMINAL

The Terminal shall maintain exclusive operational authority and control over the activities executed within its facilities and may establish operational methods and conditions, as well as modify, limit, or suspend activities when operational, safety, security, capacity, or compliance reasons exist.

Additionally, the Terminal shall maintain exclusive control over the execution of operations within its facilities, which shall be performed solely with its own personnel, equipment, or contracted personnel.

Third parties, including suppliers, contractors, inspectors, vessel personnel, or representatives of the Customer or User, shall not be permitted to execute or directly intervene in operational activities without the prior, express, specific, and current authorization of the Terminal.

The Terminal shall have exclusive control over the allocation and use of quay cranes, port equipment, and other operational resources, in accordance with its scheduling and operational criteria.

The Terminal may modify at any time the operational sequence or conditions to optimize the efficiency and safety of the operation.

The Customer or User responsible for the vessel shall ensure that its cranes, rigging, and lifting gear hold valid certifications, display their Safe Working Load (SWL), and comply with applicable safety standards. The Terminal may reject the use of any equipment that fails to comply with such requirements.

41. SCHEDULING, DOCUMENTATION, AND CUT-OFF

The scheduling of services, operations, and vessel handling shall be subject to the Terminal's operational planning, as well as the availability of berths, space, equipment, personnel, and other resources necessary for execution. The schedule shall be defined by the Terminal in accordance with its operational criteria and may be modified at any time for reasons of efficiency, safety, capacity, or operational conditions.

The Customer or User must timely submit the necessary information for the planning and execution of the operation, as applicable, including but not limited to:

- Updated ETA, ETB, and ETD;

- Characteristics and technical data of the Vessel, including, where applicable, length overall (LOA), beam, draft, hold configuration, ship's gear, and other information required for planning;
- Discharge and loading lists;
- Dangerous Cargo (DG) and refrigerated cargo manifests;
- Operational loading or discharge instructions, including requests for empty evacuation;
- Service orders;
- Operational sequences, stowage plans, or applicable technical information;
- Special berthing, operational, equipment, connection, rigging, or assistance requirements;
- Authorizations or validations from competent authorities.

All information, documentation, instructions, and authorizations specified above must be submitted in writing or through the electronic systems or official channels established by the Terminal. Verbal or telephone communications may be used solely for operational coordination, but shall not constitute valid instructions or authorization for the execution of operations, or for the removal or delivery of cargo, unless subsequently confirmed in writing and accepted by the Terminal.

Unless the Terminal establishes a different timeframe for a specific service, cargo type, or vessel, the necessary documentation must be delivered at least forty-eight (48) hours prior to the estimated start of the operation. When the prior transit is less than said period, the documentation must be submitted as soon as the vessel has departed from the previous port.

The Customer or User shall keep updated the ETA, ETB, ETD, itinerary, characteristics, condition, and other relevant information of the Vessel, and immediately communicate any change, breakdown, restriction, or circumstance that may affect scheduling, resource allocation, berthing, operation, or departure.

Operations shall be subject to the cutoff deadlines established by the Terminal for the submission of documentation, operational instructions, and prior coordination. Non-compliance with such deadlines or with the requirements of quality, completeness, and timeliness of information may result in the rejection, suspension, delay, or rescheduling of the operation, as well as the application of the corresponding charges in accordance with the Tariff in force. The Terminal may reject or disregard information received after the deadline.

Failure to present the Vessel or unit within the scheduled window or period, as well as its late arrival, may result in the loss of allocation, rescheduling, and the application of corresponding charges. The exceptional acceptance of late requests or information shall remain at the sole discretion of the Terminal and shall not constitute a precedent for future operations.

Changes to instructions, sequences, or operational conditions during the execution of the operation may result in rescheduling, delays, and the application of corresponding charges in accordance with the Tariff in force.

42. ELECTRONIC DOCUMENTATION, SYSTEMS, AND EDI

The Terminal may implement, operate, modify, and require the use of electronic systems, digital platforms, web portals, Electronic Data Interchange (EDI) interfaces, and other electronic means for the management of:

- Service requests;
- Operational scheduling;
- Submission and validation of documentation;
- Transmission of instructions;
- Authorizations, releases, and communications.

The use of such systems or channels may be mandatory for certain services, cargo types, operations, Customers, or Users, as established by the Terminal through circulars, instructions, or operational notices.

The Customer or User shall be exclusively responsible for the accuracy, completeness, consistency, authenticity, and timeliness of all information transmitted by electronic means, regardless of whether such information was entered directly or through shipping agents, representatives, or third parties.
For operational purposes, the information registered or transmitted through the electronic systems and official channels established by the Terminal shall prevail, without prejudice to validations or instructions issued by Competent Authorities.

The Terminal may require, at any time, supporting documentation, clarifications, additional validations, or manual confirmations when deemed necessary for operational, safety, security, compliance, or control reasons.

In the event of technological failures, system unavailability, interruptions, cyber incidents, or similar contingencies, the Terminal may establish alternative, manual, or contingency procedures, without such action implying a waiver of the Terminal's rights.

43. OPERATIONAL DISCRETION OF THE TERMINAL

The Terminal shall have full discretion in the allocation of berths, berthing positions, equipment, gangs, yard space, and any other operational resource, in accordance with operational, safety, security, efficiency, capacity, and availability criteria.

The Terminal may modify the schedule, sequence, resource allocation, or operating conditions at any time when necessary to optimize operational efficiency, ensure safety and security, or address capacity conditions. Vessel servicing may be carried out in accordance with berth windows, confirmed schedules, contractual agreements, or allocation criteria established by the Terminal. Casual or ad-hoc calls may be serviced on a "first come, first served" basis, subject to operational availability, capacity, and previously scheduled priorities.

The Terminal may apply different operational priority criteria when required for reasons of safety, security, capacity, operational efficiency, or any other operational need.

Likewise, the Terminal may reject, limit, suspend, or reschedule operations, services, or requests when operational, safety, security, capacity, documentation, or compliance conditions do not allow for execution under proper conditions.

Any operational modification, resource reallocation, rescheduling, or impact derived from the application of this discretion may generate charges in accordance with the Tariff in force.

44. BERTHING, STAY, AND VESSEL MOVEMENTS

The berthing, stay, shifting, mooring, and unmooring of any vessel at the Terminal shall be subject to berth availability, safety and security conditions, operational scheduling, resource availability, and the criteria of the Terminal.

Berthing, unberthing, mooring, and unmooring maneuvers shall be subject to the coordination and authorization of the Terminal, which may instruct the movement of vessels within its facilities when operational or safety conditions so require.

Vessel berthing and servicing shall be conditioned upon prior compliance with documentation, information, and validation requirements in accordance with the scheduling and documentation requirements established by the Terminal. Non-compliance with such requirements may result in rescheduling, delay, or refusal of berthing.

The mooring and unmooring service comprises the securing or releasing of the vessel at the quay, buoy, or other authorized berthing point using ropes, lines, or similar gear to allow for its safe handling, stay, or departure. Unless expressly agreed otherwise, the provision, installation, maintenance, and use of gangways or other means of access to vessels shall be the responsibility of the Customer or User, who must guarantee compliance with applicable safety conditions and ensure that such elements do not interfere with Terminal operations.

Every vessel shall remain at the quay solely for the time necessary for the operation and must be ready to sail once the services are completed. The Terminal may require departure, shifting, or removal for operational, safety, or security reasons, or upon instructions from the competent authority. Any delay in departure or additional stay not attributable to the Terminal may generate the corresponding charges in accordance with the Tariff in force. When a Vessel, due to breakdown, accident, or any other condition, is unable to move or affects navigation, quay usage, or operations, the party responsible for it must immediately arrange for its assistance, removal, or withdrawal. Failure to do so within the specified timeframe shall entitle the Terminal to coordinate or execute the necessary measures, with all costs and other consequences being for the account of the party responsible for the Vessel.

Modification requests submitted during the execution of operations may be rejected or, if accepted, shall be subject to operational availability and the application of additional charges in accordance with the Tariff in force.

The alongside berthing of vessels (mooring one vessel alongside another), as well as any direct transfer of cargo between vessels within the Terminal's facilities, shall be subject to prior written request, case-by-case evaluation, and express approval from the Terminal. The Terminal may authorize, condition, or reject such requests based on operational, safety, security, and availability criteria, without any authorization constituting a precedent for future operations. The execution of these operations may generate the corresponding charges in accordance with the Tariff in force.

45. VESSEL SERVICES (BUNKERING, MARPOL, AND SIMILAR SERVICES)

Vessel servicing operations, including, but not limited to, the supply of fuel (bunkering), lubricants, water, and provisions, as well as the collection, handling, and disposal of waste, garbage, and substances regulated under the MARPOL Convention (including, among others, garbage, sludge, slops, sewage, and hazardous waste), do not form part of the Terminal's standard services and shall be considered third-party activities within its facilities. The natural or legal person executing any of said operations shall be designated, for the purposes of this clause, as the "Activity Operator."

The execution of such operations shall be subject to the prior and express authorization of the Terminal, as well as compliance with applicable operational, safety, environmental, and regulatory requirements.

The Terminal may, at its sole discretion:

- Authorize, reject, suspend, or condition the performance of these operations;
- Establish specific requirements for coordination, safety, schedules, location, and control;
- Require the use of previously approved or authorized providers;
- Supervise or restrict the execution of such activities within its facilities.

Access for suppliers or service providers to vessels (including, but not limited to, provisions, crew changes, repairs, inspections, or other similar services) must be requested by the shipping agent or representative via prior written request and shall be subject to the Terminal's approval. Suppliers must comply with the registration, evaluation, documentation, insurance, access control, and HSE requirements established by the Terminal, and must hold prior, express, specific, and valid authorization for the corresponding activity. Registration, prequalification, or inclusion in any supplier listing shall not constitute automatic authorization for entry or the provision of services.

The Activity Operator must obtain and maintain all licenses, registrations, permits, authorizations, and insurance policies required under Applicable Laws and Regulations, the Maritime Authority of Panama, other Competent Authorities, these Terms and Conditions, and the requirements set forth by the Terminal, according to the nature of the service.

Likewise, where applicable, the Activity Operator must possess contingency plans, emergency response plans, spill prevention and control plans, and other procedures required for the activity.

The Activity Operator shall be directly responsible for complying with all applicable environmental, safety, and pollution prevention standards, as well as Annex B – Health, Safety, and Environment (HSE), and must implement the necessary measures to prevent incidents, including ignition control, spill containment, firefighting equipment, and adequate supervision during the execution of the activity.

The Activity Operator shall be directly liable for any damage, spill, contamination, or incident resulting from these operations, including the costs of cleanup, mitigation, remediation, penalties, operational disruptions, and any other losses, and must indemnify the Terminal in accordance with these Terms and Conditions.

The Terminal may limit, reschedule, or restrict such activities based on operational, safety, security, or capacity criteria. These operations must be executed in a manner that does not interfere with the safety, continuity, or efficiency of the Terminal's operations. Furthermore, the Terminal may establish operational windows, time restrictions, or specific operational conditions for the execution of these activities.

The performance of these operations shall trigger the application of administrative, operational, environmental, or supervision charges in accordance with the Tariff in force.

The Terminal does not directly provide collection, transport, or disposal services for waste generated by vessels. Such services must be managed by the shipping agent or representative through authorized providers, who must comply with the requirements of the Terminal, competent authorities, and applicable regulations.

The Terminal assumes no responsibility for the availability, performance, or compliance of providers contracted or managed by the Customer, User, shipping agent, or representative of the Vessel, even if such providers have been registered or authorized by the Terminal, without prejudice to the provisions of Section III of these Terms and Conditions.

46. GATE OPERATIONS AND AFTER-HOURS SERVICES

The Terminal shall establish the gate operating hours for the receipt and delivery of units.

The Customer or User must comply with the hours, procedures, and operational requirements established by the Terminal for the entry and removal of units.

Operations requested or executed outside regular hours (late gate)—including weekends, holidays, or special shifts—may be subject to prior coordination, operational availability, and the application of additional surcharges as established in the Tariff in force.

The Terminal reserves the right to accept, reschedule, or reject this type of request based on resource availability, operational conditions, and safety considerations.

The Customer or User must supply complete information on the units to be serviced at the gate in a timely manner, in accordance with the deadlines and formats established by the Terminal.
The Terminal may limit, reject, or reschedule the entry or removal of units when applicable operational, documentary, or scheduling requirements are not met.

Rejections, reschedulings, standby times, corrections, or additional services derived from non-compliance with operational or documentary requirements at the gate may give rise to the application of charges in accordance with the Tariff in force.

Failure to present units within the assigned hours may result in the loss of service and the application of charges in accordance with the Tariff in force.

47. RECEIPT, HANDLING, AND DELIVERY OF CARGO

The receipt, handling, and delivery of cargo shall be subject to operational document validation, which may vary depending on the type of operation—including, among others, import, export, empty return, transshipment, or inter-terminal movements—as well as operational availability, apparent conditions of the cargo, compliance with safety and security requirements, and any applicable restrictions based on the nature of the cargo or the operation.

Such documentation may include, as applicable, transport documents, bills of lading, physical or electronic releases, empty passes, operational instructions by email, Electronic Data Interchange (EDI) transmissions, or other supporting documents required for the correct identification, traceability, and handling of the cargo or unit. In the event of a discrepancy, the information transmitted through the electronic systems or official channels of the Terminal, including EDI messages when applicable, shall prevail.

The Terminal may perform apparent verifications of the cargo, containers, vehicles, equipment, or units, without this implying exhaustive inspection, acceptance of quality, certification of internal condition, or assumption of liability for content, weight, packaging, or actual state.

The Terminal may issue records, condition reports, inspection reports, photographs, videos, or damage reports regarding Cargo, containers, vehicles, equipment, Vessels, or infrastructure before, during, or after the operation. Said records may be used for operational, safety, billing, investigation, and liability determination purposes.

Any verification, detailed inspection, tally, condition review, exception logging, or additional control distinct from the Terminal's standard operational verifications must be requested by the Customer or User and shall be subject to operational availability, prior authorization from the Terminal, and the application of corresponding charges in accordance with the Tariff in force.

Direct intervention by third parties, including inspectors, surveyors, or representatives designated by the Customer or User, shall not be permitted without the Terminal's prior and express authorization. If authorized, such third parties must comply with the operational, access, safety, and coordination requirements established by the Terminal.

Inspections, reviews, and any activities related to customs authorities or other competent authorities must be coordinated through the Terminal and may generate charges in accordance with the Tariff in force.

The Terminal may verify the presence and integrity of security seals on containers without this implying validation of their authenticity, content, or correct placement.

In gate entry or exit operations, such verification may form part of the unit's access validation and receipt processes, whereas in vessel loading or discharge operations and rail movements, the Terminal may limit itself to a visual verification of the seal's presence.

When operational, safety, or regulatory requirements, or a request by the Customer or User make the placement, replacement, or handling of seals necessary, the Terminal may perform such activity subject to availability and the application of corresponding charges in accordance with the Tariff in force.

The Terminal may reject the receipt, suspend, or condition the receipt, handling, or delivery of cargo when:

- Required documentation for the specific type of operation is not provided, or is incomplete, inconsistent, inaccurate, not submitted in a timely manner, or non-compliant with the requirements established by the Terminal or by the authority;
- The cargo presents apparent conditions of risk, damage, contamination, spill, inadequate packaging, or unsafety;
- Restrictions exist imposed by the authority, or due to safety, capacity, or compliance reasons;
- The Customer or User has failed to comply with payments, guarantees, or required prerequisite conditions.

The Terminal shall not be liable for the failure to service units that are not available, accessible, positioned, or ready for operation in accordance with the established requirements.

The receipt of cargo by the Terminal does not imply or guarantee its loading, dispatch, or continuation of transit, which shall remain subject to the applicable documentation and instructions, operational availability, decisions of the vessel or Customer, and requirements of Competent Authorities.

Requests for special segregation in the yard, including those requiring dedicated areas, separation by condition (full/empty), cargo type, customer, destination, risk, compatibility, or other particular conditions, must be requested in writing within the documentation timeframes established by the Terminal.

These requests for special yard segregation shall be subject to evaluation, space availability, and prior approval from the Terminal. The Terminal shall not be obligated to accept this type of request when operational or capacity conditions do not permit it. Fulfilling such requests may involve the allocation of additional resources, the use of specific areas, rehandling, relocation, or special handling, which will trigger the application of the corresponding charges in accordance with the Tariff in force, including, where applicable, rehandling charges per movement.

48. SHIFTING, INTERNAL TRANSFERS, AND ADDITIONAL MOVEMENTS

The Terminal may perform rehandling, internal transfers, repositioning, or additional movements of cargo, containers, or units whenever necessary for operational, safety, security, capacity, compliance, or better utilization of available space and resources, regardless of whether or not such movements are requested by the Customer or User.

Such movements shall be billable where applicable in accordance with the Tariff in force, including those resulting from operational changes, congestion, segregation requirements, instructions from the Customer or User, or other conditions that trigger the application of the corresponding charge.

49. LOCAL, TRANSSHIPMENT, INTER-TERMINAL CARGO, AND CONNECTIONS

The operational handling of local, transshipment, and inter-terminal cargo shall be subject to the operational availability of the Terminal, the timely fulfillment of documentary requirements, and the provisions of competent authorities.

The Terminal does not guarantee connections, transit continuity, time slots, or specific schedules when these are affected by vessel delays, schedule changes, port omissions, operational contingencies, instructions from the Customer or User, or causes not attributable to the Terminal.

Additional movements, reschedulings, shiftings, stays, or complementary services associated with this type of cargo shall be subject to the applicable conditions and charges in accordance with the Tariff in force.

Any change in the operational classification of the cargo, including its treatment as local, transshipment, or inter-terminal cargo, must be requested in writing and shall be subject to validation by the Terminal. Such changes may generate rescheduling, shifting, storage, or other associated service charges in accordance with the Tariff in force.

50. GENERAL CARGO, ROLLING CARGO, AND SPECIAL CARGO

The operational handling of general cargo, rolling cargo, and other special cargo shall be subject to the technical, operational (including the availability of equipment, rigging, personnel, and other resources), safety, security, and space conditions established by the Terminal, according to its scheduling and availability at the time of the operation.

The Customer or User must provide all necessary information for the safe handling of this type of cargo with due advance notice.

In the case of rolling cargo (RoRo), the Customer or User must provide the standard operational information and documentation required for this type of operation, which may include, among others, bills of lading, manifests, and unit lists containing quantity, identification (VIN or other), make, model, type, origin, destination, and type of operation, as well as stowage plans, loading or discharge instructions, and any applicable reshifting or special handling instructions. Such lists must be submitted in accordance with the formats, structures, and specifications defined by the Terminal, compliance with which shall be mandatory.

In the case of general or special cargo, the Customer or User must provide complete and detailed technical information to allow for the evaluation of its handling, including, as applicable, dimensions, weight, centers of gravity, stowage and handling conditions, physical characteristics, plans, diagrams, images, associated risks, and any other relevant information. The servicing of this type of cargo may be subject to prior evaluation and approval by the Terminal.

The Terminal may establish special conditions for receipt, handling, segregation, schedules, or the use of additional equipment or resources, as well as reject or limit servicing when the nature or condition of the cargo makes it unsafe, unfeasible, or incompatible with the operation, which may generate the application of additional charges in accordance with the Tariff in force.

51. DANGEROUS CARGO, RESTRICTED GOODS, AND INCIDENTS

The operational handling of dangerous or special-handling cargo shall be subject to strict compliance with the documentary, operational, technical, safety, and security requirements demanded by the Terminal, as well as the applicable provisions of competent authorities.
Cargo shall be considered to require special handling when, due to its IMO classification, compatibility, risk, packing conditions, temperature, segregation, watchkeeping, dwell time, transport, handling, or incident response, it requires controls, resources, areas, equipment, approvals, or measures additional to those applicable to ordinary cargo.

The Terminal may accept, accept under special conditions, or reject dangerous goods, as well as establish restrictions regarding acceptance, stay, segregation, location, connection, mobilization, schedule, surveillance, or special handling, in accordance with their IMO classification, compatibility, risk level, operational condition, and available capacity. Such conditions may include requirements for prior approval, limited stay, removal within specific timeframes, or handling under special operational modalities, in compliance with current operational regulations and safety guidelines.

The Terminal may require prior notification, submission of manifests, documentation, authorizations, operational coordination, and any other information related to Dangerous Cargo at least forty-eight (48) hours prior to the estimated start of the operation, or such longer period as it may establish depending on the nature of the Cargo, its classification, or risk level.

Without limiting the foregoing:

- Goods classified under IMO 1.1, 1.2, and 1.3 shall be subject to prior approval and may only be handled under the direct delivery modality, with no dwell time in the yard, and must be coordinated with and notified to the Terminal at least forty-eight (48) hours in advance or within such longer period as the Terminal may determine based on applicable operational or regulatory conditions;
- IMO Class 6.2 shall not be accepted under any circumstances;
- IMO Class 7 may only be accepted in transit, remaining on board the vessel, with no discharge or operation at the Terminal.

Unless expressly authorized by the Terminal or otherwise ordered by the competent authority, dangerous cargo may not remain at the Terminal for more than seven (7) calendar days. Upon expiration of said period, the Terminal may require its immediate removal, refuse additional dwell time, relocate it, or apply the corresponding operational, safety, security, legal measures, and charges.

The dwell time of dangerous cargo at the Terminal may be subject to special storage conditions and the application of differentiated storage rates in accordance with the Tariff in force.

The Customer or User must completely, correctly, and timely declare the nature of the cargo, its classification, compatibility, handling conditions, and any other relevant data for its handling. Any incorrect, incomplete, or inaccurate declaration of dangerous cargo may result in the application of penalties, additional charges, and other consequences provided for in the Tariff in force and in these Terms and Conditions.

Every unit containing dangerous goods must display the corresponding labeling and placarding. When a unit arrives without the required labeling, the Terminal may place the necessary labels or markings and invoice the corresponding service or cost to the party responsible for the unit or cargo. For safety and operational handling purposes, the Terminal may rely on the visible labeling or placarding on the unit, without this releasing the Customer or User from its obligation to completely and correctly declare the actual nature, classification, and content of the Cargo.

The Terminal may reject, suspend, limit, isolate, remove, or condition the servicing of dangerous or restricted cargo when documentation is insufficient, information is inconsistent or untrue, the cargo represents an operational or safety risk, or the conditions required by the Terminal or competent authority are not met.

In the event of an incident, leak, spill, contamination, or contingency related to this type of cargo, the Customer or User must immediately notify the Terminal and assume all applicable costs, expenses, liabilities, and charges, including, where applicable, cleanup, mitigation, transfers, special handling, and response measures, without prejudice to its obligation to indemnify the Terminal in accordance with the provisions of these Terms and Conditions.

The handling of dangerous cargo, including any intervention, adjustment, technical assistance, repositioning, or additional service not covered as standard, may trigger the application of surcharges and additional charges in accordance with the Tariff in force.

52. CONTAINERS, REFRIGERATED CONTAINERS, OOG UNITS, AND SPECIAL UNITS

The operational handling of containers, including refrigerated containers, OOG (out-of-gauge) units, and other equipment or units, shall be subject to the technical, documentary, operational (including the availability of equipment, personnel, and other resources), safety, security, and space conditions established by the Terminal, according to its scheduling and availability at the time of the operation.

Every full container must have a valid Verified Gross Mass (VGM) prior to loading. In transshipment or inter-terminal operations, the Customer or User, the shipping line, or its representative must supply the corresponding VGM, which may be used by the Terminal without performing a reweighing, except upon requirement by a Competent Authority or the Terminal. The party transmitting said information shall be responsible for its accuracy, completeness, and regulatory compliance.

In local export operations, the Terminal shall perform the required weighing in accordance with Applicable Laws and Regulations. When the Customer or User provides a certified weight, the Terminal may validate it against the weighing result; when it has not been provided, the Terminal shall determine and generate the corresponding VGM. The Terminal may prevent the loading, suspend, or reschedule the servicing of any container that lacks a valid and timely transmitted VGM. In the event of a discrepancy, the weight verified or determined by the Terminal shall prevail for operational purposes, without prejudice to the applicable charges in accordance with the Tariff in force.

The Customer or User must timely supply the instructions, parameters, identification, references, and documentation necessary for the correct servicing of the units, including, where applicable, instructions for connection, temperature, ventilation, monitoring, positioning, segregation, or special handling.

The Terminal shall have exclusive control over the connection, disconnection, monitoring, inspection, technical assistance, and any other intervention regarding refrigerated containers within its facilities, which shall be performed solely by the Terminal or by personnel expressly authorized by it.

Direct intervention by suppliers, technicians, or third parties designated by the Customer or User shall not be permitted, except with the prior and express authorization of the Terminal, which may be granted or denied at its sole discretion.

The provision of these services shall be subject to a prior request by the Customer or User, the operational availability of the Terminal, and the application of corresponding charges in accordance with the Tariff in force.

The Terminal may reject, suspend, limit, or condition the servicing of damaged or unsafe units, or those with apparent defects, leaks, incomplete or inconsistent information, or requiring special treatment not previously reported.

Out of Gauge (OOG) units and those with special handling requirements shall be subject to prior evaluation by the Terminal, as well as the availability of space, equipment, resources, and safety conditions.

Furthermore, the Terminal reserves the right to move, relocate, stack, separate, isolate, connect, disconnect, or reposition units within its facilities whenever necessary for operational, safety, security, maintenance, compliance reasons, or for better utilization of space and available resources.

53. EVACUATION AND HANDLING OF EMPTY CONTAINERS

The evacuation, loading, delivery, and handling of empty containers within the Terminal shall be carried out in accordance with operational criteria defined by the Terminal, considering, among others, the instructions of the Customer or User, including, but not limited to, availability, type, size, condition, location, and yard efficiency.

As a general rule, the evacuation of empty containers shall be carried out under the First In, First Out (FIFO) principle, to the extent that operational conditions permit. Nevertheless, the Terminal may depart from such criterion when necessary for operational, safety, security, planning, capacity, or efficiency reasons.

Any request by the Customer or User for the delivery or handling of specific units outside the defined operational criteria must be expressly instructed and shall be subject to validation by the Terminal. In such cases, the Customer or User shall assume all associated costs, operational impacts, and additional movements, including, but not limited to, shiftings, repositionings, or any other service required in accordance with the Tariff in force.

54. STORAGE, AREA USAGE, GRACE PERIOD, AND APPLICATION OF FREE DAYS

All cargo, containers, vehicles, equipment, or units remaining within the Terminal shall be subject to the rules on area usage, storage, stay, and operational control established by the Terminal.

The grace period corresponds to the time during which cargo, containers, or units may remain at the Terminal without generating storage charges, in accordance with the provisions set forth in the Tariff in force or in specific Terminal provisions. Unless expressly provided otherwise, the grace period shall only apply to cargo, containers, or units that have generated quay operational movement, with the exception of export cargo. For the purposes of these Terms and Conditions, references to grace period or free days shall have the same meaning.

Unless otherwise provided in the tariff, a tariff note, or specific instructions from the Terminal, the grace period shall be as follows:

- Local cargo (import or export): seven (7) calendar days;
- Transshipment or inter-terminal cargo: seven (7) calendar days;
- Empty containers: four (4) calendar days.

For the purpose of computing the grace period:

- For import or discharged cargo, the grace period shall begin at 07:00 hours on the day following the completion of the vessel's discharge operation;
- For export cargo, the grace period shall begin upon the entry of the unit into the Terminal;

- For transshipment or inter-terminal cargo, the grace period shall begin upon receipt of the unit in the yard.

The Terminal may establish, adjust, limit, reduce, or eliminate different grace periods according to the nature of the cargo, type of unit, applicable traffic, operational modality, commercial agreements, service conditions, or space availability, as well as for operational, safety, security, regulatory, environmental, or capacity reasons, and may demand immediate removal or the application of charges from the moment the cargo or unit enters the Terminal.

Cargo received and not loaded, cargo leftover from an operation, or cargo that for any reason does not continue its planned flow may be subject to immediate storage charges, with no additional grace period, as well as to charges for shifting, transfer, verification, or custody when applicable.

The stay of cargo or units within the Terminal does not grant the Customer or User any right over a specific space, designated location, or priority of service. The Terminal may relocate, reorganize, or transfer cargo or units within its facilities when deemed necessary for operational, safety, security, protection, capacity, maintenance, or compliance reasons.

The Customer or User shall be liable for any cost, delay, or consequence derived from the stay of its cargo or units within the Terminal for a period exceeding that which is planned or authorized.

55. UNCLAIMED AND ABANDONED CARGO

The handling of unclaimed cargo, abandoned cargo, and its disposal shall be governed by the legislation in force in the Republic of Panama, the applicable Concession Contract, and the internal procedures of the Terminal.

Any cargo, merchandise, container, or unit that is not removed within the applicable timeframes, or whose stay at the Terminal is prolonged due to a lack of removal, documentation, instructions, payment, releases, coordination, or any other cause not attributable to the Terminal, shall continue to be subject to storage, area usage, custody, mobilization, relocation, and all other applicable charges.

Without prejudice to the foregoing, the Terminal may declare merchandise or empty containers as abandoned in cases permitted by law, by the applicable Concession Contract, or by any other regulation in force, including, among others, when: (i) the cargo owner or the shipping agent expressly notifies the Terminal in writing; (ii) fifty (50) calendar days have elapsed since receipt of the cargo without it being removed from the port precinct; (iii) in the case of perishable goods, ten (10) calendar days have elapsed since their receipt without being removed; or (iv) any other cause provided for by law or in the applicable concession occurs.

Before proceeding with the disposal of cargo declared abandoned, the Terminal shall notify the shipper of such condition through the shipping agent who received the cargo, granting a period of ten (10) calendar days for its removal, in accordance with the applicable procedure. If the shipping agent cannot be located, notification may be carried out by the means and within the timeframes legally permitted.

If upon expiration of said period the merchandise has not been removed, the Terminal may exercise its corresponding powers under the concession, the law, and the applicable procedure, including retaining the cargo, applying it toward the payment of costs generated by its handling, storage, port tariffs, and other charges linked to its stay in the precinct, as well as disposing of it as appropriate. In such cases, the Terminal shall return the equipment containing the merchandise to the shipping agent, when applicable.

Inventory management, valuation, proof of ownership, introduction into customs territory, final disposal, sale, auction, donation, destruction, or any other destination of the abandoned cargo shall be carried out in accordance with the concession, applicable legislation, the provisions of the Directorate General of Customs, and the internal procedures of the Terminal.

The declaration of abandonment, as well as subsequent disposal measures, shall not limit the Terminal's right to bill and collect for the services, costs, expenses, tariffs, surcharges, taxes, administrative fees, and other sums generated up to the date of removal, disposal, transfer, or final closure of the case.

56. ACTIONS OF COMPETENT AUTHORITIES

The Terminal may retain, immobilize, inspect, transfer, open, segregate, or surrender to competent authorities any cargo, merchandise, container, or unit when so required by national competent authorities, or pursuant to applicable legal, regulatory, customs, sanitary, environmental, safety, or security provisions.

The Customer or User must comply with the instructions, procedures, and requirements issued by competent authorities and assume all costs, expenses, delays, movements, storage, inspections, handlings, and other consequences arising from such actions.

Movements, handlings, inspections, and other services performed by the Terminal as a result of such actions by the authorities shall be invoiced to the Customer or User in accordance with the Tariff in force.

The Terminal shall not be liable for delays, damage, impairment, costs, or consequences resulting from actions, inspections, detentions, immobilizations, or measures ordered by competent authorities.

57. IDLE TIME, DELAYS, CANCELLATIONS, AND UNUSED SERVICES

Idle time, delay, cancellation, or the non-utilization of services shall mean any period during which Terminal resources—including, among others, quays, berthing positions, equipment, gangs, windows, spaces, or other operational resources—are allocated, scheduled, or available for an operation but cannot be utilized, in whole or in part, due to causes not attributable to the Terminal.

When services are billed per movement, unit, container, ton, event, or any other basis distinct from working time, the Terminal shall retain the right to recover the costs derived from idle time, delays, cancellations, or unused services through the application of the charges established in the Tariff in force.

Idle time and delays shall be determined based on the operational records, systems, and controls of the Terminal, which shall constitute sufficient evidence for operational and billing purposes, unless objective proof to the contrary is provided.

To determine whether a delay, idle time, or suspension of operation generates charges in accordance with the Tariff in force, an evaluation will be made as to whether such situation was caused by reasons attributable to the Customer, User, Vessel, or third parties under their control, or by circumstances exclusively attributable to the Terminal. The following cases constitute illustrative and non-limiting examples.

The following, among others, shall be considered causes attributable to the Customer, User, or Vessel:

- Delays in the arrival, berthing, commencement of operations, stay, or departure of the vessel that affect the Terminal's operational schedule and exceed the grace or tolerance periods established in the Tariff in force or under the specific conditions of the service;
- Wait times for shifting or berth changes not ordered by the Terminal;
- Power failures, breakdowns, maintenance, or unavailability of equipment, systems, or rigging supplied by the vessel;

- Wait times for documentation, instructions, authorizations, or information necessary for the execution of operations;
- Requests for suspension, standby, segregation, relocation, sequence changes, or transfers of personnel or equipment between operations;
- Mobilization or segregation of general cargo requested to facilitate subsequent operations or to meet commercial or operational requirements of the Customer or the Vessel;
- Opening, closing, or preparation of holds, hatches, or cargo spaces whose execution is the responsibility of the vessel;
- Time consumed in raising booms when the vessel arrives with cargo whose execution is the responsibility of the vessel;
- When operations must be suspended due to weather conditions that prevent execution, and the Customer, User, Vessel, or their representatives request to keep the Terminal's resources allocated on standby. In these cases, the Terminal shall grant an accumulated grace period of up to four (4) hours during the operation; once this period is exceeded, the wait time shall be considered idle time and the corresponding charges may apply in accordance with the Tariff in force;
- Gangs, equipment, or resources remaining on standby at the request of the Customer or the Vessel, including weather conditions when they request to keep the resources available;
- Any other circumstance not attributable to the Terminal that prevents, limits, or delays the normal development of the operation.

Charges for idle time shall not apply when the delay is the exclusive consequence of the unavailability of Terminal personnel, equipment, or resources, scheduled Terminal maintenance, breakdowns attributable to the Terminal, or any other cause under its direct control.

The mere existence of wait times, reductions in operational throughput, variations in operational productivity, line formations, dwell times of vehicles, equipment, or personnel of the Customer or third parties, or any other indirect cost derived from the coordination of the operation shall not in itself constitute evidence of a delay attributable to the Terminal nor generate a right to compensation, reimbursement, or claim, unless a breach exclusively attributable to the Terminal is duly proven.

The Terminal may reschedule, reassign, or release initially allocated resources when these situations arise.

When a previously scheduled operation is canceled, suspended, or terminated early for reasons not attributable to the Terminal, the Terminal may apply minimum charges, minimum billable time, charges for cancellation, early termination, lost time, or any other charge provided for in the Tariff in force.

58. COMPLEMENTARY PROVISIONS

The Terminal may issue, at any time, circulars, instructions, specific procedures, operational notices, technical guidelines, particular service conditions, or any other communication related to operations, coordination, safety and security, compliance, or service provision.

Said provisions shall be mandatory for the Customer or User as of their communication or publication through any reasonable means utilized by the Terminal, including, but not limited to, electronic systems, portals, email, operational communications, or any other customary channel of communication.

These complementary provisions shall form an integral part of these Terms and Conditions to the extent that they elaborate upon, complement, or clarify their application and do not expressly contradict them.

In the event of a conflict between a general provision and a specific operational instruction, the instruction that responds to safety, security, regulatory compliance, or competent authority instructions shall prevail for the execution of the corresponding operation, without this implying a general modification of these Terms and Conditions.

Any exception, special authorization, or deviation from normal operating conditions shall not constitute a precedent nor modify the applicable conditions and may be subject to the corresponding charges in accordance with the Tariff in force.

ANNEX A - TARIFF OF SERVICES, SURCHARGES, AND APPLICABLE CHARGES AT THE PORT OF BALBOA

I. GENERAL PROVISIONS OF THE TARIFF

This Annex A – Tariff of Services, Surcharges, and Applicable Charges at the Port of Balboa establishes the tariffs, prices, surcharges, administrative fees, recoverable costs, and other amounts applicable to the services provided by the Terminal, in accordance with the Terms and Conditions in force.

This Annex A forms an integral part of the Terms and Conditions applicable to the services provided by the Terminal and must be interpreted in conjunction with said Terms and Conditions, tariff notes, circulars, operational instructions, commercial instructions, and other complementary documents issued by the Terminal.

Unless expressly indicated otherwise, the amounts established in this Annex A do not include taxes, fees, duties, government charges, or third-party costs.

II. GENERAL BILLING AND APPLICATION RULES

Tariffs and charges shall be applied in accordance with the bases of calculation, units of charge, minimums, periods, surcharges, and conditions indicated in this Annex and in the Terms and Conditions in force.

Surcharges shall be cumulative where applicable. When a table establishes a specific tariff for holidays and for another condition, such tariff shall prevail and the general surcharge corresponding to that same condition shall not additionally apply.

Special services, additional resources, after-hours services, shiftings, delays, cancellations, and any other service or concept not included in a standard tariff may generate the corresponding charges or be quoted separately.

The conditions and charges indicated in a specific section or service shall prevail over the general rules of this Annex.

For tariff purposes, holidays shall be those established in accordance with the current legislation of the Republic of Panama. Services provided on such dates shall be subject to the tariffs or surcharges indicated in this Annex.

Date	Holiday
January 1	New Year's Day
January 9	National Day of Mourning - Martyrs' Day
Carnival Tuesday	Carnival Tuesday
Good Friday	Good Friday
May 1	Labor Day
November 3	Separation Day (Separation of Panama from Colombia)

November 5	Colon Day (Consolidation of the Separation of Panama from Colombia in Colon)
November 10	The Uprising of Los Santos (First Cry of Independence in La Villa de Los Santos)
November 28	Independence Day (Independence of Panama from Spain)
December 8	Mother's Day
December 20	National Day of Mourning
December 25	Christmas Day
Variable Date	National Days of Mourning or extraordinary holidays decreed by the National Government Presidential Inauguration Day (every 5 years)

Such charges may include tariffs, prices, or surcharges as established in this Annex A.

The charges set forth in this Annex A may be supplemented by specific tariff notes, particular service conditions, quotes, proformas, commercial agreements, circulars, or instructions issued by the Terminal, provided that they do not expressly contradict the Terms and Conditions in force.

For the purposes of this Annex, the units of charge include, among others:

- **Per movement:** understood as each individual lift or transfer of a unit;
- **Per container:** understood as the complete unit serviced;
- **Per event:** understood as the full execution of a specific service.

III. VESSEL SERVICES

1. Third party Services

a. Pilotage Services

The rates and regulations applicable to pilotage services shall be those established by the Panama Canal Authority (ACP) or another competent authority, as appropriate.

b. Tug Services

Tug services correspond to the assistance provided to vessels for their entry, departure, berthing, unberthing, or shifting within the port. This service shall be provided by authorized vendors and shall be billed directly to the customer in accordance with current operational agreements.

2. Vessel Stay / Berth Occupancy

Vessel stay corresponds to the period of time during which a vessel remains berthed at a quay or double-banked alongside another vessel within the Terminal facilities. This period shall be calculated from the moment the first line is secured until the moment the last line is cast off.

a. Vessels working cargo

Period	Rate
First 24 hours	$0.105 per GT
Next 24 hours	$0.008 per GT/hour
After 48 hours	$0.012 per GT/hour

b. Vessels not working cargo

Period	Rate
Per day or fraction thereof	$0.25 per GT

c. Minimum charge

Period	Rate
Per day or fraction thereof	$160.00

Notes:

- For Vessels working cargo, the first period is charged in full; after 24 hours, the charge is applied per hour or fraction thereof.
- A 25% surcharge applies on national holidays.

3. Mooring and Unmooring

The mooring and unmooring service corresponds to the operation of receiving or casting off lines, mooring ropes, or other securing gear from the vessel and securing them to the bollards of the quay or another vessel, enabling berthing, unberthing, or shifting maneuvers. This service shall be billed per maneuver based on the gross tonnage of the vessel.

Gross Tonnage	Rate per Maneuver
Up to 9,000	$259.00
9,000 – 15,000	$283.00
15,000 – 25,000	$419.00
Over 25,000	$514.00

Note: All the charges mentioned above shall be subject to an additional surcharge of $175.00 per maneuver on national holidays.

4. Dredging Charge

The dredging charge shall apply to all vessels utilizing the berths under concession. This charge shall be calculated based on the vessel's draft or fraction thereof and shall apply to each entry and departure maneuver, using the deepest draft recorded during each maneuver.

Draft	Rate per Maneuver (per foot or fraction thereof)
Up to 10 ft	$4.18
10 – 20 ft	$8.35
20 – 30 ft	$13.76
30 – 40 ft	$17.80
Over 40 ft	$22.05

5. Security Charge

The security charge corresponds to the watchkeeping and protection service provided to vessels berthing at the Terminal's quays. It shall apply per port call based on the gross tonnage of the vessel and shall cover general security conditions during its stay.

Gross Tonnage	Rate per Port Call
Up to 3,000 GT	$80.00
3,001 – 6,000 GT	$155.00
6,001 – 10,000 GT	$305.00
10,001 – 20,000 GT	$405.00

Over 20,000 GT	$510.00

6. Extra Labor Services to the Vessel
Labor services may be billed per hour, per gang, or per event, depending on the type of service requested. This charge applies to personnel required to lash, secure, or unlash cargo, or for any basic service requested by the Customer or User.

Day	Rate (2-hour minimum)
Regular day	$25.00/hour
Sunday/Holiday	$29.50/hour

Note: Specialized technical personnel will be quoted separately.

7. Supplies and Ancillary Services

a. Administrative Charge for Water Supply:
Includes the supply of water and electricity to the vessel. Charges may include connection and disconnection fees, as well as actual metered consumption.

Service	Rate
Connection/disconnection	$120.00
Consumption	$10.50 per 1,000 gallons

b. Gangway:
Includes the provision and movement of the gangway.

Service	Unit	Rate
Equipment rental	Per day of fraction thereof	$300.00

8. Quay Cleaning
A quay cleaning charge shall apply to vessels or consignees performing loading or discharge operations at the Terminal.

a. Containers: Applies to the delivery of parts or supplies via containers that are unstowed on the quay.

Type	Rate
20 ft	$24.00
40'/45 ft	$36.00
OOG or Flat rack	$42.00

b. General Cargo or Bulk: For general cargo or bulk cargo, cleaning may be calculated based on the metric tons moved.

Service	Unit	Rate
Quay cleaning	per hour	$132.00

9. Wharfage Fee for Vessel Supplies
Charge applicable for the use of the quay by third parties to supply goods to vessels, billed based on the size of the container or unit supplied.

Type	Unit	Rate
20 ft	Per container	$215.00

40' / 45 ft	Per container	$290.00
Loose cargo	MT	$9.50

Note: For loose cargo, a minimum billing of five (5) MT shall apply per supply operation.

10. Delays, Idle Time, and Cancellations
Charges for delays, idle time, cancellations, or early termination shall apply when Terminal resources have been allocated and not utilized due to causes not attributable to the Terminal.

Grace Periods:

- When the start of an operation is delayed due to causes attributable to the Customer, User, or Vessel, the Terminal shall grant a grace period of up to two (2) hours counted from the scheduled start time of the work. Once this period is exceeded, idle time charges shall apply in accordance with the listed rates.
- When operations must be suspended due to weather conditions that prevent execution, and the Customer, User, Vessel, or their representatives request to keep the Terminal's resources allocated on standby, the Terminal shall grant an accumulated grace period of up to four (4) hours during the operation. Once this period is exceeded, the wait time shall be considered idle time and the corresponding charges shall apply.

Cancellations:
When a previously scheduled operation is canceled by the Customer, User, or Vessel, no charges shall apply provided that the cancellation is communicated at least eight (8) hours prior to the scheduled start of the work.

These charges may include hourly minimums, per-event charges, or rates per hour or fraction thereof.

Service	Unit	Rate
Idle time	minute/gang	$6.50
Holiday	minute/gang	$13.00

Note: Idle time shall be billed per allocated gang.

IV. SERVICES APPLIED TO CONTAINER CARGO

This section establishes the tariffs applicable to container handling, including loading, discharge, transfer, storage, and associated services. Services not expressly contemplated may be quoted and billed separately.

1. Gate Services

a. Receipt and Delivery of Containers:

i. Containers handled at the Terminal: Receipt or delivery of containers at the Terminal, from or to the customer's chassis or rail facilities, regardless of their origin, destination, or operational modality, including local or inter-terminal cargo.

Service	Unit	Rate
Full or empty	per movement	$23.50

ii. Units originating from other terminals: Corresponds to containers that, having been discharged at a different terminal, are transferred to the Terminal for receipt, handling, and subsequent removal by the consignee or final customer.

Service	Unit	Rate
Full	per container	$165.00

b. Late Entry: Service applicable to the entry of containers into the Terminal outside the established cut-off times.

Type	Unit	Rate
Late entry	Per TEU	$86.75

c. Cargo Against Vessel (Entry with vessel operating): When a container is received after operations on the corresponding vessel have commenced, generating operational impacts.

Type	Unit	Rate
Entry against vessel operating	Per TEU	$86.75

2. Quay Services

a. Container Loading or Discharge: Service for loading and discharging containers between the vessel and the Terminal using Terminal equipment and resources.

Service	Unit	Rate
Local full	per movement	$410.00
Local empty	per movement	$265.00
Transshipment (full or empty)	per movement	$205.00

b. Container Shifting on board the Vessel: Service for the relocation of containers, hatch covers, and associated gearboxes between positions (cells) within the same vessel, whether directly on board or via the quay or yard.

Service	Unit	Rate
Cell-to-cell restow (same hold)	per container	$135.00
Restow via Quay	per container	$270.00
Restow via Yard	per container	$740.00

Note: The charges for shifting services indicated in this subsection shall be charged to the Vessel's account.

c. Loading or Discharge of Out-of-Gauge (OOG) Cargo: Handling of out-of-gauge (OOG) containers, including discharge, loading, restows, and movements within the Terminal using specialized equipment.

Service	Unit	Rate
Discharge, loading, restows, or reshifting	per movement	$490.00

3. Commercial and Operational Changes

Change of information, including, but not limited to, change of vessel or voyage, change of destination, or change of modality. Any resulting physical movement will be billed separately.

Service	Unit	Rate
Change of vessel	per container	$76.50
Change of instruction	per container	$76.50
Change of destination	per container	$76.50
Change of status (local / TS / ITT)	per container	$76.50

4. Yard Service: Shifting and Additional Movements
Applies to any additional movement not included in the standard operational flow.

Service	Unit	Rate
Shifting or Reshifting	per container	$76.50
Change of position in yard	per container	$76.50
Container segregation	per container	$46.00

5. Additional Container Services

Service	Unit	Rate
Security / Watchkeeping	per container	$21.00
Power and Fuel	per container	$19.00
OOG container handling surcharge	per container	$95.00
IMO container handling surcharge	per container	$60.00
Weighing and Certification (VGM)	per container	$50.00
Validation and Re-certification (VGM)	per container	$150.00
Sealing / resealing	per container	$15.00
Visual inspection	per container	$110.00
Transport to scanner	per container	$52.50
Provision of IMO labels	per container	$40.00
Placement or Removal of IMO labels	per container	$50.00
Basic leak response, spill handling, or container cleaning	per event	$785.00
Use of containment bund/tank	per day	$300.00

Note: Basic leak response includes basic resources for initial response to leaks, spills, or minor cleaning. Specialized services, waste disposal, additional containment, extraordinary cleaning, or third-party intervention may be quoted and billed separately.

6. Container Disposal: Service for the disposal, dismantling, or handling of containers considered scrap, out of service, or structurally compromised.

Service	Unit	Rate
Certified container disposal	per container	$250.00

Note: May include shifting, segregation, cutting, cleaning, final disposal, or issuance of certificates, as applicable.

7. Refrigerated Containers / Reefers

a. Power, Connection, Disconnection, and Monitoring

Service	Unit	Rate
First 24 hours	per day or fraction	$113.00
After 24 hours	per day or fraction	$86.00

b. Other Services for Refrigerated Cargo Containers

Service	Unit	Rate

Reefer preparation (Pre-Trip Inspection / PTI)	per event	$50.00
Data download	per event	$45.00
Temperature adjustment	per event	$30.00
Special reefer monitoring (Cold Treatment)	per event	$31.65
Connection or Disconnection on board	per event	$35.00

8. Storage After Expiration of Grace Period

Type	Unit	Rate
Local	TEU/day	$37.20
Transshipment	TEU/day	$14.60
Empty	TEU/day	$9.10
Container on Chassis (Local or Transshipment)	TEU/day	$86.75

9. Container Stuffing or Stripping (Vanning/Devanning)

Service	Unit	Rate
20 ft	per event	$425.00
40/45 ft	per event	$575.00

Notes: The above rates include a maximum operational time of up to four (4) hours for 20-foot containers and six (6) hours for 40/45-foot containers. In the event these times are exceeded, a surcharge of $175.00 per hour or fraction thereof will be applied for delays and overtime.

10. Applicable Surcharges

The surcharges established in this section shall be applied cumulatively where applicable.

Condition	Surcharge Percentage
Dangerous cargo (IMO/DG)	25%
Holidays	40%

Note: The Dangerous Cargo surcharge shall apply to loading, discharging, and reshifting services for containers classified as dangerous goods and will be billed to the shipping line. Incorrect, incomplete, or inaccurate declarations may generate the charges, surcharges, and other consequences provided for in the Tariff and in the Terms and Conditions. The 40% surcharge shall apply to loading and discharging operations and to other services provided on national holidays, except when the corresponding table establishes a specific rate for such condition.

V. CARGO SERVICE – VEHICLES

This section establishes the tariffs applicable to the handling of vehicles and rolling cargo (RoRo), including loading, discharge, storage, and associated services.

For the purposes of Vehicles, the following definitions apply:

- **Light vehicle:** Sedan cars, pick-ups, SUVs, and vehicles with similar characteristics, maximum 8 passengers, and no more than 4 wheels.
- **Transport and Equipment:** Heavy vehicles, trucks, buses, trailers, and equipment of greater dimension or weight.

- **Special Equipment and Other:** Tractors, construction equipment, self-propelled heavy equipment, machinery, oversized rolling cargo, or units requiring special handling.

1. Gate Services

a. Receipt and Delivery of New Rolling Vehicles: Included in the base operational rate.

b. Special Receipt and Delivery of Vehicles on Car Carriers:

Service	Unit	Rate
Special delivery	per car carrier	$20.00

2. Quay Services

a. Loading or Discharge of Local Vehicles: Service for loading and discharging vehicles between the vessel and the Terminal, using Terminal resources.

Unit Type	Unit	Regular Rate	Holiday Rate
Light vehicle	per movement	$120.00	$168.00
Transport and Equipment	per movement	$258.00	$361.20
Special Equipment and Other	per movement	$335.00	$439.12

b. Loading or Discharge of MAFIs with Local Cargo: Service for loading and discharging MAFIs between the vessel and the Terminal, using Terminal equipment and resources.

Service	Unit	Rate
MAFI up to 39 MT	per movement	$175.00
MAFI of 40 MT or more	per movement	$225.00

c. Loading or Discharge of Transshipment Vehicles: Service for discharging vehicles between the vessel and the Terminal using Terminal resources, which will be loaded again at the Terminal.

Unit Type	Unit	Regular Rate	Holiday Rate
Light vehicle	per movement	$55.00	$75.14
Transport and Equipment	per movement	$110.00	$143.89
Special Equipment and Other	per movement	$165.00	$212.64

d. Loading or Discharge of MAFIs with Transshipment Cargo: Service for loading and discharging MAFIs between the vessel and the Terminal, using Terminal equipment and resources.

Service	Unit	Rate
Loading/Discharge of MAFI up to 39 MT	per movement	$150.00
Loading/Discharge of MAFI of 40 MT or more	per movement	$195.00

e. Loading or Discharge of Loose Cargo on RoRo Vessels (Local or Transshipment): The General Cargo Loading or Discharge tariff mentioned in the Tariff shall apply. A minimum charge of $150.00 per event.

f. Shifting of Vehicles on board the Vessel: Service for the relocation of vehicles between positions within the same vessel, whether directly on board or via the quay or yard.

Service	Unit	Regular Rate	Holiday Rate
On board vessel	per movement	$40.00	$56.39
Via yard	per vehicle	$80.00	$112.78
Of MAFI on board	per movement	$100.00	$140.00
Of MAFI via yard	per MAFI	$200.00	$280.00

3. Operational Changes

Change of information, including, but not limited to, change of vessel or voyage, change of destination, or change of modality. Any resulting physical movement will be billed separately.

Service	Unit	Rate
Change of vessel, voyage, instruction or destination	per vehicle	$40.00

4. Yard Service: Shifting and Additional Movements

The following rates apply to yard shiftings and special segregations not included in the standard operational flow.

Service	Unit	Regular Rate	Holiday Rate
Shifting in yard	per movement	$40.00	$56.39
MAFI Shifting in yard	per MAFI	$100.00	$140.00
Special Segregation	per vehicule	$10.00	$15.23

5. Additional Vehicle Services

Assistance services are considered to be those interventions performed on vehicles during or after the operation that require operational support from the Terminal.

a. Security Charges

Service	Unit	Rate
Security of Light vehicle	per vehicle	$9.00
Security of Transport and Equipment	per vehicle	$16.00
Security of Special Equipment and Other	per vehicle	$35.00

b. Vehicle Inspection

Service	Unit	Rate
External visual inspection	per vehicle	$10.00

c. Basic Mechanical Assistance

Service	Light vehicle	Transport and Equipment	Special Equipment and Other
Jump start (Jumper)	$25.00	$50.00	$75.00
Fuel supply (Gas)	$25.00	$50.00	$75.00
Basic mechanics	$25.00	$50.00	$75.00
Tire inflation	$25.00	$50.00	$75.00

d. Special Mechanical Assistance

Service	Light vehicle	Transport and Equipment	Special Equipment and Other
Tire change	$25.00	$50.00	$75.00
Towing	$25.00	$50.00	$100.00
Towing with Dolly	$100.00	$100.00	$100.00

e. Other Assistance Services

Service	Light vehicle	Transport and Equipment	Special Equipment and Other
Electric vehicle charging	$35.00	$35.00	$35.00

6. Storage After Expiration of Grace Period

a. Vehicles: Rate per unit per day or fraction thereof. The local rate applies to import and export.

Status	Light vehicle	Transport and Equipment	Special Equipment and Other
Local	$15.50	$20.60	$25.00
Transshipment	$15.00	$20.00	$25.00

b. MAFI: Rate per unit per day or fraction thereof.

Status	Up to 39 MT	40 MT or more
Local	$50.00	$100.00
Transshipment	$25.00	$50.00
Empty	$20.00	$20.00

Note: In the case of storage of loose cargo in RoRo operations, the General Cargo Storage rate specified in this tariff shall apply.

7. Applicable Surcharges

The surcharges established in this section shall be applied cumulatively where applicable. Unless this Tariff establishes a specific rate for services provided on national holidays, services executed during such periods may be subject to the following surcharge.

Surcharge	Percentage
Holidays	40%

VI. CARGO SERVICE – GENERAL CARGO

This section establishes the tariffs applicable to the handling of general cargo, breakbulk, or project cargo, including loading, discharge, and storage operations.

1. Gate Services

a. Receipt and Delivery of General Cargo: Includes handling with equipment up to 4 MT capacity. Deliveries with higher capacity, oversized, or special equipment shall be subject to equipment rental fees and additional charges.

Service	Unit	Rate
Additional charge for use of equipment exceeding 4 MT	per MT	$5.00

2. Quay Services

a. Loading or Discharge of General Cargo: Service for loading and discharging general cargo between the vessel and the Terminal using Terminal resources.

Type	Unit	Rate	Holiday Rate
Local cargo	per MT	$20.50	$29.15
Transshipment cargo	per MT	$14.50	$21.35

b. Shifting of General Cargo on board the Vessel: Service for the relocation of general cargo, breakbulk, or project cargo between positions within the same vessel, whether directly on board or via the quay or yard.

Service	Unit	Rate	Holiday Rate
On board vessel	per MT	$5.00	$10.00
Via quay/yard	per MT	$10.00	$20.00
Between positions yard	Per MT	$5.00	$10.00

Note: These charges do not apply to bagged general cargo under 1 MT, which will be quoted based on case-by-case calculations.

3. Storage After Expiration of Grace Period (per day)

Type	Location	Rate per MT
Local	Open air	$3.50
Local	Under shelter or warehouse	$5.50
Transshipment	Open air	$1.50
Transshipment	Under shelter or warehouse	$2.50

4. Applicable Surcharges

The surcharges established in this section shall be applied cumulatively where applicable.

a. Minimum Charge for Loading and Discharge Operations: A minimum charge applies to each loading or discharge operation performed at the terminal, regardless of the cargo type or volume handled.

Service	Unit	Rate
Minimum operational charge	per operation	$6,000.00
Minimum operational charge on holidays	per operation	$7,500.00

b. Charge for Cargo Arriving under Improper Stowage: Applies to cargo found in the vessel's hold in a disordered manner, without dunnage/chocks, and/or unidentified.

Service	Unit	Surcharge
Bad stowage	per MT of the hold	5%

c. Dangerous or Special Cargo: Shall apply to all services provided to general cargo, breakbulk, or project cargo which, due to its nature, requires extra precautions, including but not limited to IMO regulations.

Surcharge	Percentage
Dangerous or special cargo	25%

Note: In the case of an incorrect, incomplete, or untrue declaration of dangerous cargo, the Terminal may apply additional surcharges, without prejudice to any applicable costs, damages, penalties, or liabilities.

d. National Holidays: Unless this Tariff establishes a specific rate for services provided on national holidays, services executed during such periods may be subject to the following surcharge.

Surcharge	Percentage
Holidays	40%

VII. CARGO SERVICE – BULK CARGO

This section establishes the tariffs applicable to the handling of bulk cargo, including loading, discharge, and storage operations.

1. Gate Services
a. Receipt and Delivery of Bulk Cargo: Included in the base operational rate.

2. Quay Services: Applies to Loading or Discharge

Type	Unit	Rate
Solid bulk (grain/foodstuffs)	per MT	$1.07
Solid bulk (fertilizers)	per MT	$3.24
Solid bulk (minerals)	per MT	$8.00
Liquid bulk (bunker, sulfuric acid, oils, lubricants, alcohol, etc.)	per MT	$3.24
Residual liquid bulk (bilge water)	per MT	$9.69

3. Applicable Surcharges
The surcharges established in this section shall be applied cumulatively where applicable.

a. Dangerous or Special Cargo: Shall apply to all services provided to bulk cargo which, due to its nature, requires extra precautions, including but not limited to IMO regulations.

Surcharge	Percentage
Dangerous or special cargo	25%

Note: In the case of an incorrect, incomplete, or untrue declaration of dangerous cargo, the Terminal may apply additional surcharges, without prejudice to any applicable costs, damages, penalties, or liabilities.

VIII. CARGO SERVICE – PASSENGERS

This section establishes the tariffs applicable to passengers embarking or disembarking the vessel, as well as other special services applicable to cruise operations.

1. Passenger Embarkation and Disembarkation

Type	Unit	Rate
Passengers on regular days	Per passenger	$5.30

2. Special Services
Special services for cruise vessel handling shall be subject to operational availability and the corresponding charges pursuant to this Tariff, based on vessel size, passenger volume, and operational needs.

Type	Rate
Special services for cruise ships	As per quotation

3. Applicable Surcharges

a. National Holidays: Unless this Tariff establishes a specific rate for services provided on national holidays, services executed during such periods may be subject to the following surcharge.

Surcharge	Percentage
Holidays	40%

IX. GATE OPENING SERVICE OUTSIDE REGULAR HOURS

The regular gate operating hours shall be defined and communicated by the Terminal through operational notices, circulars, or electronic means.

Any operation carried out outside such hours shall be considered a late gate opening service and shall be subject to prior request, operational availability, and Terminal approval.

This service may be provided at the Terminal's discretion and shall generate the application of the corresponding charges as established herein.

Type	Unit	Rate per Hour
Late gate / Open gate	Per hour	$133.00
Late gate / Open gate on Holidays	Per hour	$265.00

Note: Minimum billing - Four (4) hours

X. EQUIPMENT RENTAL SERVICE AND OTHER SERVICES

The following rates apply to the rental or use of equipment that does not form part of the standard loading or discharging service.

a. Rental equipment

The use of equipment when it does not form part of loading or discharge operations.

Equipment	Capacity	Unit	Rate
Terminal Gantry Crane		per hour or fraction	$562.50
Forklift	4 TM	per hour or fraction	$68.00
Forklift	7 TM	per hour or fraction	$101.00
Forklift	18 TM	per hour or fraction	$152.00
Forklift	40 TM	per hour or fraction	$318.00
Terminal tractor		per hour or fraction	$108.50
Terminal Chassis		per hour or fraction	$22.00
Manlift	70 pies	per hour or fraction	$350.00
Manlift	80 pies	per hour or fraction	$450.00
Manlift	100 pies	per hour or fraction	$650.00

Note: Minimum billing: two (2) hours.

b. Entry of External Cranes:

Type	Unit	Rate
Up to 100 MT	Per day or fraction	$200.00
101 - 250 MT	Per day or fraction	$450.00
Over 250 MT	Per day or fraction	$600.00

c. Sling Rental: Includes slings, rigging gear, straps, etc.

Type	Unit	Rate
Slings Set	Per day or fraction	$60.50

Note: Lashing material for sale will be quoted per event.

d. Test Weight Tank Rental:

Type	Unit	Rate
Regular day	Per day	$550.00
Holiday	Per day	$770.00

Note: Service does not include water.

2. Other Services

a. Photography Service: Photographic log requested by the Customer or User regarding cargo, containers, vehicles, equipment, or operational conditions within the Terminal, provided it takes place in the yard.

Type	Unit	Rate
Photographic log	Per event	$20.50
Photographic log on holidays	Per event	$28.70

b. First Aid Care: Emergency primary care and basic medical assistance service within the Terminal facilities, including, when applicable, coordination or ambulance transfer.

Type	Unit	Rate
First aid	Per event	$270.00
First aid with ambulance transfer	Per event	$690.00

Note: Transfer shall be within the city limits.

XI. PORT ACCESS PERMITS

The following rates apply to permits, credentials, and services associated with access to the Terminal. The payment of these rates or the issuance of a permit, ID card, or credential does not constitute automatic access authorization nor authorization to provide services. Both authorizations shall be subject to compliance with the applicable requirements and approvals.

Type	Unit	Rate
Annual permit	Per year	$1,000.00
Daily permit	Per day	$450.00

Daily security permit – 4-wheel vehicule	Per entry	$12.50
Daily security permit – 6-wheel or more	Per entry	$20.00
Credentials / ID badges	Per credential	$25.00
Escort Service	Per event	$50.00

ANNEX B - HEALTH, SAFETY, AND ENVIRONMENT (HSE)

1. SCOPE AND MANDATORY NATURE

This Annex establishes the mandatory Health, Safety, and Environment (HSE) conditions applicable to any Customer, User, Contractor, Subcontractor, Supplier, Hauler, Crew Member, or Visitor (hereinafter, the "User") who enters, remains in, or executes activities within the facilities of APMT Panamá, S.A. (hereinafter, "APMT").

Entry into, stay within, or the execution of activities within the Terminal implies the express and unconditional acceptance of this Annex.

Compliance with these provisions constitutes an essential condition for access to and the development of any activity within the port precinct.

2. APPLICATION AND LIABILITY

The User shall be liable for compliance with these provisions by its personnel, as well as by any third party it introduces or contracts to execute activities within APMT, assuming any consequence, cost, or liability derived from non-compliance.

The User warrants that its personnel and third parties possess the necessary competencies, certifications, health conditions, and equipment to execute their activities safely.

3. CONDITIONS FOR ACCESS AND STAY

Access and stay within APMT shall be subject to compliance with the requirements established by the Terminal, including, but not limited to, registration processes, HSE training/inductions, accreditation, and the use of identification credentials.

APMT may restrict or deny access to any person or equipment that, in its judgment, fails to comply with the required safety and security conditions.

Access to the Terminal shall be subject to the prior approval of the Terminal, which may require compliance with evaluation, registration, documentation, and authorization criteria. The Terminal reserves the right to approve, restrict, or deny access to any person, vehicle, equipment, or supplier, without the need for justification.

4. GENERAL HSE OBLIGATIONS

The User binds itself to:

- Comply with all applicable health, safety, and environmental regulations, including current Panamanian legislation, regulations of the Panama Maritime Authority, and APMT corporate policies;
- Use the required personal protective equipment (PPE) at all times according to the risk of the activity;
- Execute its activities based on a prior Job Safety Analysis (JSA) and, when applicable, obtain and comply with the Permits to Work (PTW) authorized by the Terminal;
- Refrain from engaging in conduct that jeopardizes the safety of persons, operations, assets, or the environment;

- Comply with signage, instructions, and guidelines issued by APMT personnel;
- Maintain proper conditions of order, cleanliness, lighting, and signage in the areas under its control or intervention, as well as adopt the necessary measures to prevent risks during suspended load operations or cargo transfers;
- Ensure that its personnel do not enter or remain within the facilities under the influence of alcohol, drugs, or substances that affect their capabilities;
- Guarantee the proper use of equipment, tools, and machinery under safe conditions.

5. HIGH-RISK ACTIVITIES

Activities considered high-risk—including, but not limited to, work at heights, hot work, confined spaces, load lifting, hazardous energy control (lockout/tagout), excavations, or the handling of hazardous substances—must be executed solely by qualified personnel and in accordance with the procedures and authorizations established by APMT.

APMT may require the validation of competencies, certifications, and permits associated with such activities at any time.

6. ENVIRONMENTAL PROTECTION

The User binds itself to comply with current environmental regulations and to execute its activities in a manner that prevents any negative impact on the environment.

The User shall be liable for any spill, leak, emission, or pollution generated directly or indirectly by its operations, and must assume all costs of containment, mitigation, cleanup, remediation, penalties, operational impacts, and any derived consequences.

Every environmental incident must be reported immediately to APMT.

7. EMERGENCY MANAGEMENT

The User must immediately report any incident, accident, unsafe condition, or emergency.

Furthermore, it must comply with the emergency protocols established by APMT and follow the instructions of authorized personnel.

The User must cooperate in incident investigations and in the implementation of corrective measures.

8. POWERS OF APMT

APMT shall maintain exclusive control over the safety and security conditions within its facilities at all times, and reserves the right, at any time and at its sole discretion, to monitor, control, and adopt such measures as it deems necessary to guarantee the safety of persons, operations, assets, and the environment.

In this regard, APMT may suspend or halt any activity that, in its judgment, represents a risk, as well as require the immediate correction of unsafe conditions.

The exercise of these powers shall be preventive in nature, may result in the application of charges in accordance with the Tariff in force, and shall not generate any liability for APMT.

9. NON-COMPLIANCE AND CONSEQUENCES

In the event of non-compliance with any of the provisions set forth in this ANNEX B, APMT reserves the right, at its sole discretion and without the need for prior notice, to:

- Suspend or halt ongoing activities;
- Restrict, cancel, or deny access to the facilities;
- Immediately remove the User's personnel, equipment, or vehicles;
- Cancel or refuse to renew access permits, accreditations, or authorizations;
- Terminate, in whole or in part, any contractual relationship or the provision of services;
- Apply charges for costs derived from incidents, non-compliance, or corrective measures, as well as any operational cost, damage, interruption, or use of additional resources generated as a consequence of the non-compliance;
- Notify the competent authorities.

The foregoing shall apply independently of any current contractual relationship between the parties and without generating any right to compensation, indemnity, or claim against APMT.

10. DOCUMENTATION AND VERIFICATION

APMT may require at any time the submission of documentation evidencing compliance with HSE obligations, including, but not limited to, permits, certifications, insurance policies, contingency plans, and environmental programs.

The User binds itself to provide such information in a timely manner.

11. UPDATES

APMT may modify or update this ANNEX B at any time. The User binds itself to comply with the version in force at the time its activities are executed.

ANNEX C - PORT SAFETY AND SECURITY

1. SCOPE AND MANDATORY NATURE

This Annex establishes the safety and security provisions applicable to access, entry, stay, and movement within the Terminal facilities.

These provisions are mandatory for all Customers, Users, contractors, suppliers, haulers, crew members, and any third party entering or performing activities within the Terminal.

2. APPLICATION AND LIABILITY

The User shall be liable for compliance with the provisions of this Annex by its personnel, agents, contractors, subcontractors, haulers, and any third party it introduces or that acts on its behalf within the Terminal facilities.

The User shall be responsible for ensuring that any subcontractor or third party acting on its behalf complies with the registration, access, and security requirements established by the Terminal.

The User assumes all consequences derived from non-compliance with these provisions, including damages, security incidents, penalties, operational costs, and any other associated liability.

3. REGISTRATION AND ACCESS AUTHORIZATION

Access to the Terminal shall be subject to the prior registration of the User and the express approval of the Terminal, in accordance with the requirements, procedures, and criteria established by it.

The User must submit the documentation, certifications, policies, and other requirements determined by the Terminal, including legal, operational, safety, security, and compliance aspects.

The Terminal reserves the right, at its sole discretion, to approve, reject, suspend, or cancel any registration or authorization.

The User acknowledges that registration constitutes an essential condition for access to the Terminal and that its non-compliance, expiration, or revocation shall prevent entry and the execution of any activity.

4. SOLICITUD AND ENTRY CONTROL

Every request for access of personnel, vehicles, equipment, or materials must be previously authorized by the Terminal.

Authorizations shall be specific to the approved activity, date, personnel, vehicles, and scope, and may not be transferred or modified without prior authorization.

Any change must be previously notified to and approved by the Terminal.

The receipt of requests or documentation does not imply its automatic acceptance.

Access to the Terminal, as well as the issuance of permits, credentials, or authorizations, may be subject to charges in accordance with the Tariff in force.

The processing, modification, or cancellation of requests may generate charges in accordance with the Tariff in force.

5. ACCESS CONTROL AND STAY

The Terminal shall maintain exclusive control over access, movement, and stay processes within its facilities.

Access shall be subject to security controls, including document verification, identification, and inspection of persons, vehicles, and equipment.

Any person entering the Terminal driving vehicles or equipment must hold the valid driver's licenses, permits, and authorizations required for entry and movement within the Terminal. The Terminal may restrict or deny access when such requirements are not met.

The Terminal may use monitoring, surveillance, and control systems—including image, video, and audio recording—for purposes of safety, security, operational control, compliance, and incident investigation within its facilities.

The Terminal may restrict or prohibit access on foot within operational areas, as well as establish routes, means of transport, or specific circulation conditions. Pedestrian movement within operational areas shall be restricted and may only be carried out in accordance with the conditions, routes, and means authorized by the Terminal. Consequently, vessel crews may not move on foot within the operational facilities, unless expressly authorized by the Terminal.

The Terminal may reject or cancel any access, even if previously approved, when deemed necessary for compliance, operational control, or security reasons, including signs of consumption of alcohol, illicit substances, or inability to perform activities safely.

6. VESSEL SECURITY AND ISPS COMPLIANCE

The access, transit, and stay of vessel personnel shall be subject to the security controls of the Terminal and the provisions of the ISPS Code.

The Terminal may require advance information from vessels for risk assessment purposes.

The User shall be responsible for implementing access control measures onto the vessel, including control at the gangway.

In the event of stowaways or unauthorized access, the User shall be liable for all resulting costs, expenses, penalties, and consequences, provided such access occurred while the vessel was at the Terminal.

7. SECURITY OF CARGO, EQUIPMENT, AND VEHICLES

The Terminal may inspect, verify, or restrict the entry, handling, or stay of any cargo, container, equipment, or vehicle for security reasons.

The User shall be responsible for the integrity, control, and traceability of the assets it introduces into the Terminal.

Any anomaly or suspicious situation must be reported immediately.

8. SECURITY INCIDENTS

Every security incident must be reported immediately to the Terminal.

The User must cooperate fully with the Terminal and with the authorities in managing any incident.

Non-compliance may lead to the suspension of access privileges and operations.

9. POWERS OF THE TERMINAL

The Terminal shall maintain exclusive control over the safety and security conditions within its facilities at all times.

The Terminal may, at its sole discretion, inspect, verify, restrict, suspend, or halt any activity, access, or stay that it considers hazardous or in non-compliance.

The exercise of these powers shall be preventive in nature, may result in the application of charges in accordance with the Tariff in force, and shall not generate any liability for the Terminal.

10. NON-COMPLIANCE AND CONSEQUENCES

In the event of non-compliance, the Terminal may:

- Suspend or halt activities;
- Restrict or cancel access privileges;
- Remove personnel, equipment, or vehicles;
- Cancel permits or authorizations;
- Notify competent authorities;
- Apply charges for derived costs, as well as any operational cost, damage, interruption, or use of additional resources generated as a consequence of the non-compliance.

The foregoing shall not generate any right to compensation against the Terminal.

11. DOCUMENTATION AND UPDATES

The User must maintain all documentation required for its registration and access valid and current.

The lack of submission, validity, or consistency of the required documentation shall prevent access or the execution of activities.

The Terminal may require its update at any time.

The Terminal may issue additional security procedures, instructions, or guidelines, compliance with which shall be mandatory.

12. LIABILITY DECLARATION

As a condition for access, the Terminal may require the User to execute formal liability declarations whereby it assumes any damage, prejudice, or loss caused by its personnel, vehicles, equipment, or activities within the facilities.