APM TERMINALS
Lifting Global Trade

APM Terminals
Terms of Business

Version: 26 November 2026

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Part A:
Core Terms

1. Interpretation

1.1 Words and expressions that begin with a capital letter in these Terms have the meanings given to them in Part B, except where a meaning is given to a term in a clause of Part A, in which case the meaning given in that clause applies.

1.2 Part B also sets out the rules of interpretation that apply to these Terms.

1.3 The Local Terms set out in the version of these Terms published for the Terminal Facility are the values in force for the Terminal Facility.

2. Scope, application and order of precedence

2.1 Save as provided in Clause 2.4, these Terms apply to the exclusion of any other terms and conditions to any provision of Terminal Services and to any access to or use of the Terminal Facility by a Terminal User.

2.2 By requesting Terminal Services, berthing a Vessel, delivering or collecting Goods or Containers, or otherwise entering or using the Terminal Facility, a Terminal User shall be deemed to have accepted these Terms and to have entered into an agreement with the Terminal Operator on these Terms, both for itself and as agent for each principal on whose behalf it acts, including the owner, charterer or operator of any Vessel, Vehicle, Goods or Container. Each Terminal User warrants that it has authority to contract on behalf of each such principal and that each such principal is bound by these Terms.

2.3 A Terminal User shall be deemed bound by these Terms whether or not it has signed them and whether or not it has read them.

2.4 **Order of precedence**. Where there is any conflict or inconsistency, the following order of precedence applies, the first listed prevailing:

a) mandatory Applicable Law;

b) the Country-Specific Provisions;

c) the terms of any port rules, concessions or regulations binding on the Terminal Operator or a Terminal User in respect of the Terminal Facility, including any tariff imposed or approved by an authority;

d) any instruction given by the Terminal Operator to address an immediate risk to life,

personal safety, security, property or the environment, and any provision of these Terms that is expressed to apply notwithstanding any other provision;

e) any agreement signed by both Parties, including any Terminal Services Agreement or Commercial Terminal Agreement, subject to Clause 2.5;

f) the Local Terms;

g) Part A;

h) the Terminal Tariff, other than a tariff falling within paragraph (c); and

i) any SOP.

Where a document or provision listed above is silent on a matter, the next listed applies to that matter.

Part B does not rank in this order of precedence. It defines terminology and creates no right or obligation. Where a term defined in Part B is given a different meaning in an agreement listed at Clause 2.4(e), that meaning applies for the purposes of that agreement only.

2.5 **Effect of a signed agreement**. A separate agreement signed by both Parties may amend Part A or the Local Terms. In all other respects, such an agreement applies in addition to these Terms, in the order of precedence set out in Clause 2.4. Save as set out in this Clause 2.5 and in Clause 17.1, no amendment to these Terms is effective, and no purchase order, booking, correspondence, invoice, quotation or course of dealing amends these Terms.

2.6 These Terms apply generally to all Terminal Users at the Terminal Facility. Terms specific to an individual Terminal User are to be recorded in a separate signed agreement, such as a Terminal Services Agreement or a Commercial Terminal Agreement, and not in these Terms.

3. Rates and Tariff

3.1 The rates for Terminal Services are those agreed in writing between the Parties or, where no rate has been agreed, those in the Terminal Tariff in force at the time the relevant Terminal Services are performed.

3.2 The Terminal Operator may change the Terminal Tariff. Unless a shorter period is permitted or a longer period is required by Applicable Law or by a regulator or Port Authority, an amendment takes effect thirty (30) days after it is published at the location specified in the Local Terms, or otherwise notified to Terminal Users.

3.3 **Cost pass-through**. In addition to Clause 3.2, where the cost to the Terminal Operator of providing Terminal Services increases as a result of circumstances beyond its reasonable control, including mandatory wage or collective labour agreement adjustments, new or increased taxes, duties, levies or port, authority or concession charges, increases in energy or fuel cost, or changes in Applicable Law including security, environmental or emissions requirements, the Terminal Operator may increase the affected rates or introduce a corresponding surcharge. Unless prohibited by Applicable Law, such an increase takes effect on thirty (30) days' written notice, or on such shorter notice as the timing of the relevant cost increase requires or as otherwise required by Applicable Law.

3.4 Where a service is performed for which no agreed rate and no Terminal Tariff rate exists, the Terminal Operator may charge a reasonable rate consistent with the Terminal Tariff for comparable services.

3.5 **Taxes**. All rates are exclusive of value added tax and any similar indirect tax, which the Terminal User pays in addition. All sums shall be paid free and clear of any deduction or withholding. Where a deduction or withholding is required by Applicable Law, the Terminal User shall gross up the amount payable and then pay such additional amount as is necessary to ensure that the Terminal Operator receives the amount it would have received had no deduction or withholding been required.

4. Invoicing, payment and default

4.1 The Terminal User shall pay all sums due in accordance with the payment terms specified in Schedule 1.

For this purpose:

a) Charges arising from a Vessel call. The payment terms specified in Schedule 1 for Vessel-call charges apply to charges directly attributable to the Vessel's arrival, berthing, loading and discharge operations, and departure. These include quay crane moves; berthing and unberthing; mooring and unmooring; pilotage assistance where provided by the Terminal Operator; hatch cover and gear box handling; restows, whether cell-to-cell or via the quay; wharfage and berth occupancy charges; and IMO surcharges, documentation fees and overtime surcharges directly related to the Vessel call.

b) All other invoiced charges. The payment terms specified in Schedule 1 for all other services apply to all charges other than those described in paragraph (a). These include Storage Charges for import, export, transhipment and empty Containers; reefer monitoring and electricity supply; yard-side plugging and unplugging; gate moves; weighing, including VGM weighing; Container cleaning, inspection and scanning; yard-side Hazardous Goods surcharges; special handling of Out of Gauge Cargo, wires and chains outside the Vessel operation; yard shifting; inter-terminal transfers; renominations of category, Vessel or destination; demurrage and detention; Abandoned Goods charges; rail moves; non-Vessel documentation and administrative fees; and Value Added Services.

c) Basis of classification. The applicable category is determined by the nature of the service giving rise to the charge, not by the identity of the payer or the date of invoicing. Charges described in paragraph (b) remain subject to the payment terms specified in Schedule 1 for all other services whether the service is performed before, during or after the relevant Vessel call.

d) Credit. The application of the payment terms specified in Schedule 1 for either category of charge does not itself grant a credit facility. Payment in advance and the availability of credit remain subject to Clause 5.1.

4.2 All payments shall be made in the invoicing currency specified in Schedule 1, in full and in cleared funds, without set-off, counterclaim, deduction, withholding, abatement or stay of

execution.

4.3 Every payment must identify the invoice number and amount to which it relates. Where a payment is received that does not do so, the Terminal Operator may apply it against the outstanding amount owed by the Terminal User and will notify the Terminal User accordingly.

4.4 **Invoice disputes**. A Terminal User that disputes an invoice must notify the Terminal Operator in writing, stating the amount disputed and the reasons for the dispute, within the Invoice Dispute Period specified in Schedule 1. The undisputed portion of the invoice remains payable on the due date. An invoice that is not disputed within the Invoice Dispute Period is deemed accepted by the Terminal User, save in the case of manifest error.

4.5 **Default**. If any sum is not paid when due then the Terminal Operator may, without prejudice to any other right or remedy:

a) charge interest on the overdue amount from the due date until the date of actual payment at the higher of (i) the Reference Rate plus the margin specified in Schedule 1 and (ii) the applicable statutory default rate, in each case not exceeding the maximum rate permitted by Applicable Law;

b) recover the reasonable costs of recovery, including legal, agency and court costs;

c) suspend or refuse performance of any or all of its obligations to the Terminal User under these Terms and under any other agreement between the Parties, in accordance with Clause 15;

d) require prepayment or additional security in accordance with Clause 5; and

e) exercise its rights under Clause 5.6.

4.6 Any amount owed by the Terminal Operator to a Terminal User shall become due only once that Terminal User has complied with its own payment obligations. The Terminal Operator may set off any amount owed to a Terminal User against any amount owed by that Terminal User or any of its Affiliates to the Terminal Operator or any of its Affiliates.

5. Credit and Security

5.1 The provision of Terminal Services on credit is at the discretion of the Terminal Operator. Unless a credit facility has been granted in writing, Terminal Services are provided against payment in advance.

5.2 The Terminal Operator may assess the creditworthiness of a Terminal User, and may set, review, reduce or withdraw a credit limit. The Terminal User shall provide such financial and corporate information as the Terminal Operator reasonably requires for that purpose.

5.3 The Terminal Operator may at any time require a Terminal User to provide security for its obligations in the form of a cash deposit, an on-demand bank guarantee issued by a bank acceptable to the Terminal Operator, a parent company guarantee or a letter of credit, in an amount that reasonably reflects the Terminal User's expected exposure.

5.4 Where a credit limit is exceeded, security requested under Clause 5.3 is not provided within ten (10) days of request, or any sum is overdue, the Terminal Operator may require payment in advance for all further Terminal Services and may suspend its performance in accordance with Clause 15.

5.5 The Terminal Operator may review and withdraw any credit facility with immediate effect on the occurrence of any insolvency event listed in Clause 15.3(a), a material adverse change in the financial condition of the Terminal User, or a material deterioration in its credit rating or payment behaviour.

5.6 **Lien and realisation**. All Goods, Containers and documents relating to them that are in the possession or control of the Terminal Operator are subject to a particular and a general lien for all sums owed to the Terminal Operator by the Terminal User and its Affiliates, whether or not those sums relate to the Goods or Containers in question, together with interest and costs. the Terminal Operator may withhold release of such Goods, Containers and documents until payment in full. If the sums remain unpaid after written notice requiring payment and the expiry of thirty (30) days from that notice, the Terminal Operator may, subject to Applicable Law, sell or otherwise dispose of the Goods or Containers and apply the proceeds towards the sums owed and the costs of sale, and the Terminal User remains liable for any shortfall. This lien is in addition to any right, lien or security available to the Terminal Operator at law.

6. Provision of terminal services

6.1 The Terminal Operator shall perform the Terminal Services with reasonable care and skill, in accordance with its SOPs and Applicable Law. Save where expressly agreed in a separate signed agreement, the Terminal Operator gives no commitment as to berth windows, berth priority, vessel or crane productivity, gate turnaround, equipment availability, dwell time or any other service level, and no such commitment is to be implied from these Terms, the Terminal Tariff, any SOP or any past performance.

6.2 **Information exchange**. Each Terminal User shall provide the information that the Terminal Operator requests, within the time and by the means requested, to enable the Terminal Operator to provide the Terminal Services. The Terminal User warrants that all information it provides is complete, accurate and timely, and the Terminal Operator may rely on it in good faith without further enquiry. Any failure to provide complete, accurate and timely information entitles the Terminal Operator to refuse acceptance of Goods, Containers, Vehicles or Vessels, or to charge additional rates or surcharges, and the Terminal User shall indemnify the Terminal Operator against any loss, cost, fine or third-party claim arising from such failure.

6.3 Operations and HSSE.

a) Each Terminal User shall exercise reasonable care and skill when berthing or unberthing a Vessel, operating a Vehicle, or otherwise operating at or in the vicinity of the Terminal Facility.

b) The Terminal Operator shall perform the Terminal Services in a manner that provides

adequate protection for its employees in compliance with Applicable Law and, to the extent that safety is within its control, seek to provide the same level of protection to Terminal Users.

c) Each Terminal User that owns, charters, operates or controls a Vessel, Vehicle or equipment represents that it is in safe working order. Where the Terminal Operator identifies an unsafe condition, the Terminal User shall remedy it as soon as possible in consultation with the Terminal Operator. The Terminal Operator may suspend the Terminal Services while an unsafe condition subsists without incurring any liability and may require evidence that it has been remedied.

d) Each Terminal User shall comply with, and procure that its employees, agents, contractors, masters, crew and drivers comply with, the SOPs, Applicable Law, the HSSE rules and instructions in force at the Terminal Facility, and any additional safety measure imposed by the Terminal Operator following a safety incident. An instruction given to address an immediate risk ranks in accordance with Clause 2.4(d).

e) The Terminal Operator may inspect any Vessel, Vehicle, Container or equipment at the Terminal Facility to satisfy itself that Applicable Law and the SOPs have been complied with. Such inspection does not relieve the Terminal User of any obligation or liability and creates no representation by the Terminal Operator as to condition or compliance.

f) The Parties will each treat the management of HSSE as an integral and visible part of their work planning and execution, and will co-operate in the continuous improvement of HSSE performance at the Terminal Facility.

g) the Terminal Operator is not liable for any failure, discontinuance or interruption in the supply of electricity, water, telecommunications or other utility service to the Terminal Facility, except to the extent caused by its own negligence, and is under no obligation to maintain an auxiliary supply except as expressly agreed in writing.

6.4 **Reefer Containers.** Where the Terminal Operator provides reefer services, such services are provided in accordance with the terms stated in an agreement signed by both Parties or, in the absence of such an agreement, in the Terminal Tariff or the applicable SOP. The Terminal User provides the required temperature set point, ventilation, humidity and monitoring instructions in advance and warrants that each Reefer Container, its machinery and its recording equipment is in good working order and has been pre-tripped. The Terminal Operator is under no obligation to verify the set point instructed, gives no warranty as to the condition of the Goods, and may disconnect a Reefer Container where necessary for safety, operational or regulatory reasons. Any liability of the Terminal Operator in connection with reefer services is subject to Clause 12.

6.5 **Out of gauge and project cargo.** The Terminal User shall notify the Terminal Operator of all over-dimension and gross weight details of any Out of Gauge Cargo or Break Bulk Cargo, or project cargo, and obtain the written acceptance of the Terminal Operator, before delivery of the cargo to the Terminal Facility or loading on board a Vessel. The Terminal Operator will confirm whether such cargo is accepted.

6.6 **Delivery and release**. The Terminal Operator shall release Goods and Containers only against valid release documentation, evidence of customs clearance where required, and satisfactory

identification, and only where all sums due have been paid or a credit facility is available pursuant to Clause 5. The Terminal Operator is not liable for any delay or cost arising from incomplete or invalid documentation, from a customs, security or veterinary inspection, or from any direction of an authority.

6.7 **Free time and storage**. Free Time is as stated in an agreement signed by both Parties or, in the absence of such an agreement, in the Terminal Tariff. Storage Charges are charged in accordance with an agreement signed by both Parties or, in the absence of such an agreement, in accordance with the Terminal Tariff. The Terminal User is liable for all Storage Charges accruing until the Goods or Containers are removed from the Terminal Facility, including during any period of suspension or Force Majeure. The Terminal Operator may relocate Goods and Containers within the Terminal Facility or, where operationally necessary, to an off-site location at the cost of the Terminal User.

6.8 **General cargo**. Where the Terminal Operator handles general cargo at the Terminal Facility, the Terminal User warrants that all cargo delivered for handling is in sound condition, properly packed, marked, tallied and accompanied by accurate weight and content declarations. Lashing, securing, unlashing and unsecuring of cargo on or in a Vehicle or on board a Vessel is the responsibility of the Terminal User unless the Terminal Operator has agreed otherwise in writing. The Terminal Operator will determine whether conditions, including weather, permit safe working and may suspend handling at its discretion. The Terminal Operator may refuse to accept any cargo that in its opinion cannot be handled, stored or transported safely with the equipment and facilities available at the Terminal Facility. The Terminal Operator's liability for physical loss of or damage to general cargo while in its care, custody and control is subject to Clause 12.

6.9 **RoRo**. Where the Terminal Operator handles RoRo at the Terminal Facility, as stated in the Local Terms, the Terminal User warrants that each vehicle delivered for handling is roadworthy, in safe working order, fuelled to no more than the level specified in the applicable SOP, and accompanied by complete and accurate documentation. The Terminal User shall ensure that drivers acting on its behalf comply at all times with the SOPs and the instructions of the Terminal Operator, including speed limits, designated routes and marshalling areas. The Terminal Operator and the Terminal User each have the right to carry out a joint pre-handling and post-handling condition survey; a Terminal User that declines to attend a survey is bound by the Terminal Operator's record. Where the Terminal Operator's personnel drive or move a vehicle within the Terminal Facility, liability for damage during that movement is subject to Clause 12. The Terminal Operator may refuse any vehicle that in its opinion is unsafe, inadequately documented or exceeds any weight, height or dimensional limit for the Terminal Facility or its equipment.

6.10 **Value Added Services**. The Terminal Operator may offer services beyond container handling, general cargo, RoRo and Marine Services, as published in the Terminal Tariff or as agreed between the Parties in writing ("Value Added Services"). Value Added Services are Terminal Services and are governed by these Terms. Where the scope, specification or service level of a Value Added Service is not set out in the Terminal Tariff, it is as agreed between the Parties in writing or absent such agreement subject to the Terminal Operator's reasonable discretion. The Terminal Operator gives no commitment to offer any Value Added Service at

any Terminal Facility and may withdraw or vary the availability of a Value Added Service on reasonable notice.

6.11 **Standard Operating Procedures**. An SOP that applies to Terminal Users is published at the location specified in the Local Terms or shall otherwise be notified to Terminal Users. The version of an SOP in force at the time the relevant Terminal Services are performed applies to those Terminal Services.

6.12 **Break Bulk Cargo**. Where the Terminal Operator handles Break Bulk Cargo at the Terminal Facility, Clauses 6.5 and 6.8 apply to it. The Terminal User warrants that each item is marked with its weight and lifting points and is fit for lifting, and shall provide any special lifting gear, spreaders or dunnage that it requires unless the Terminal Operator has agreed otherwise in writing. The Terminal Operator's tally of the number and apparent condition of the items handled is evidence of those matters, and a Terminal User that declines to attend a joint tally or survey is bound by the Terminal Operator's record.

6.13 **Marine Services**. Where the Terminal Operator provides Marine Services at the Terminal Facility, as stated in the Local Terms, the Terminal Operator may refuse, delay or suspend a Marine Service that it considers unsafe, or because of weather, sea state, traffic conditions or a direction of an authority, and Clause 6.1 applies. The master remains responsible at all times for the safe navigation, manoeuvring and mooring of the Vessel, and the Terminal User warrants that the Vessel and its mooring and towing arrangements are in safe working order. Notwithstanding Clause 17.5, where a Marine Service is provided by the Port Authority or another third party other than as a sub-contractor of the Terminal Operator, the Terminal Operator may on request arrange it as an agent for and on behalf of the Terminal User and shall not be responsible for the performance of such Marine Services. Any Liability arising from providing Marine Service is subject to Clause 12, and the Terminal User shall indemnify the Terminal Operator against damage to the Terminal Facility, other Vessels or property, pollution, wreck removal and third-party claims arising from the Vessel or its movement, except to the extent caused by the negligence or wilful misconduct of the Terminal Operator.

7. Containers, goods and hazardous goods

7.1 The Terminal Operator is required to handle only those Containers and Goods that have been nominated to it and are ready for operation within the agreed time. Export Containers must be customs cleared at Gate-in, unless the Terminal Operator has approved clearance at the Terminal Facility.

7.2 Each Terminal User warrants that every Container it delivers to the Terminal Facility is secure, in a good state of repair, appropriately certified, properly packed and labelled, with its contents properly stowed and secured, fit for its purpose and, where laden, closed with an intact Seal whose number has been notified to the Terminal Operator. The Terminal Operator may refuse to accept any Container or Goods that appear to be damaged, that are in its opinion in an unsatisfactory condition, or that exceed the declared weight or the safe

working limit of any handling equipment.

7.3 In respect of all Goods and Containers, the Terminal User further warrants and represents that they:

a) are not infested, verminous or rotten, and are not liable to become so while at the Terminal Facility;

b) will not contaminate or cause danger, injury, pollution or damage to any person, to the Terminal Facility, to other Goods, Containers, Vehicles, equipment or Vessels, or to the environment;

c) do not contain narcotics, weapons or other contraband;

d) have been accurately declared as to weight, contents, nature and classification; and

e) are not subject to any restriction under sanctions or trade control laws that would prevent the Terminal Operator from handling them.

7.4 The Terminal Operator will inform the Terminal User of any damage to a Container, its contents or its packaging that comes to its attention, and may refuse to load or handle such Container.

7.5 **Hazardous Goods**.

a) The Terminal User shall ensure that all Hazardous Goods are documented, classified, labelled, packed, placarded and secured in accordance with the IMDG Code, MARPOL and Applicable Law, and shall notify the Terminal Operator of all required particulars no later than the pre-notification period specified in Schedule 1.

b) Hazardous Goods may not be delivered to the Terminal Facility without the prior written acceptance of the Terminal Operator. The Terminal Operator may refuse acceptance, or impose conditions, in its discretion.

c) Where Hazardous Goods are undeclared, misdeclared or delivered without the required acceptance, the Terminal Operator may, at the risk and cost of the Terminal User and without notice, refuse to handle, isolate, unstuff, remove from the Terminal Facility, discharge from or refuse to load on a Vessel, treat, render safe, destroy or otherwise dispose of the Goods and any affected Container, and may report the matter to the competent authority.

d) The Terminal User shall indemnify the Terminal Operator, its Affiliates and their respective employees, agents and sub-contractors, in full and without limit, against all loss, damage, cost, expense, fine, penalty, clean-up and remediation cost, loss of use of the Terminal Facility, and third-party claim of whatever nature arising out of or in connection with any Hazardous Goods that have been undeclared or misdeclared, or delivered in breach of this Clause 7.5.

7.6 The Terminal User shall pay all costs and expenses incurred by the Terminal Operator in connection with the clean-up of any leaking Container, or in complying with any Applicable Law requiring the movement, treatment, removal or destruction of waste material relating to Goods, or the treatment or remediation of the Terminal Facility as a result of handling them.

7.7 Where the Terminal Operator carries out an instruction to open the doors of a Container or to unpack a Container, it does so at the sole risk and cost of the relevant Terminal User, and the Terminal Operator is not liable for any deterioration of the contents or contamination of other Goods.

7.8 The Terminal Operator may open, scan, weigh or inspect any package or Container at any time and inspect the contents. If it appears at any time that Goods cannot safely or lawfully be handled, stored or carried further, the Terminal Operator may without notice take such measures as it considers most appropriate, and the Terminal User shall indemnify the Terminal Operator against any reasonable expense so incurred.

7.9 Where the Terminal Operator suspects that Goods contain contraband or are otherwise unlawful, it may report the matter to and co-operate fully with the competent authority, without incurring any liability to the Terminal User. The Terminal User shall indemnify the Terminal Operator against all fines, penalties, detention, storage and legal costs arising.

8. Verified gross mass

8.1 The Terminal User and the Terminal Operator each comply with SOLAS and any other Applicable Law in respect of VGM.

8.2 It is ultimately the responsibility of the Shipper to provide a VGM for each packed Container. The Terminal User shall submit to the Terminal Operator a final load list containing the VGM of each Container as soon as possible and in any event no later than the Cut-off specified in Schedule 1. Any failure to provide a complete and accurate final load list on time entitles the Terminal Operator to refuse acceptance of Goods, Containers, Vehicles or Vessels, or to charge additional rates or surcharges.

8.3 The Terminal Operator will not load onto a Vessel any packed Container for which a VGM has not been received or obtained.

8.4 The Terminal Operator is under no obligation to verify any VGM it receives, and will not weigh a Container for which a VGM has already been received unless specifically requested to do so by the Terminal User. the Terminal Operator has no liability for the accuracy of any VGM submitted by a Terminal User or for its compliance with Applicable Law.

8.5 Where the Terminal Operator offers VGM weighing services and obtains a VGM at the request of the Terminal User, it will charge the agreed or published rate. Where the VGM so obtained differs from a VGM supplied by the Terminal User or otherwise received, the VGM obtained by the Terminal Operator prevails.

8.6 The Terminal User shall indemnify the Terminal Operator against all loss, damage, expense, fine, penalty and third-party claim arising as a result of a VGM being inaccurate or not having been obtained in accordance with SOLAS.

9. Security, stowaways, abandoned and

uncollected goods

9.1 **Security**. Each Terminal User complies with the ISPS Code, the port facility security plan and the security procedures in force at the Terminal Facility, and co-operates with the Terminal Operator in their implementation.

9.2 **Stowaways**. Each relevant Terminal User shall arrange access control at the gangway of every Vessel while berthed at the Terminal Facility, in order to assist the Terminal Operator in preventing stowaways and other unauthorised access to Vessels. Where stowaways or other unauthorised persons are found on board a Vessel, whether while at the Terminal Facility or after departure, and such persons gained access while the Vessel was berthed at the Terminal Facility, all reasonable and necessary costs, expenses, fees, fines, penalties and other liabilities incurred are for the account of the Terminal User.

9.3 **Abandoned Goods**. Goods are treated as Abandoned Goods where:

a) they are declared abandoned by the competent authority;

b) neither the Consignee nor the Shipper takes delivery of them following written notification by the Terminal User to the Consignee or the Shipper;

c) it is not possible for the Terminal User to notify the Consignee because its contact details cannot be established;

d) the person entitled to the Goods notifies the Terminal User or the Terminal Operator in writing of an intention to abandon them; or

e) they are otherwise treated as abandoned under Applicable Law or the local process specified in Schedule 1.

The Terminal Operator shall notify the Terminal User of the date from which the Goods are treated as Abandoned Goods, and invoice the Terminal User for all Terminal Services relating to them, including Storage Charges and handling, removal and disposal costs, from that date.

9.4 **Uncollected Goods**. Where Goods or Containers remain at the Terminal Facility beyond the removal period specified in Schedule 1, the Terminal Operator may, subject to Applicable Law and to Clause 5.6, remove, relocate, store elsewhere, sell or otherwise dispose of them at the cost and risk of the Terminal User, which remains liable for all charges accrued to the date of removal or disposal.

10. Systems, data exchange and data protection

10.1 **Electronic Data Interchange**. Where the Parties exchange information by EDI:

a) each Party shall exchange the details and information required to enable the other to fulfil its obligations in respect of the Terminal Services;

b) the Terminal Operator will determine and monitor the development, implementation and

priority of the interchange;

c) all messages must properly identify sender and recipient and comply with the EDIFACT and ANSI ASC X12 standards, or such other format as the Parties agree. The Terminal Operator may amend the applicable standards on notice stating the date from which the amendment takes effect;

d) the date and time at which a message is received by the recipient mailbox shall be deemed as the date and time of receipt;

e) each Party shall maintain (without modifications) a log of the dates and times of transmission of all messages, and retains it for not less than twelve (12) months in a form from which the data can be readily retrieved and presented in human readable form; and

f) in the event of any breakdown or failure of the supporting systems, each Party shall take all necessary steps to ensure the continued transmission and receipt of messages by alternative means so that performance is not adversely affected.

10.2 **Portals and applications**. Where the Terminal Operator makes a portal, application or other system available to a Terminal User, it grants a non-exclusive, non-transferable, revocable right to use it solely for the purpose of receiving the Terminal Services. The Terminal User shall keep its credentials secure, be responsible for all activity under them, and must not copy, scrape, resell, reverse engineer or grant third-party access to the system. Such systems shall be made available as they stand, without any warranty of uninterrupted or error-free availability, and the Terminal Operator may suspend access for security, operational or non-payment reasons.

10.3 **Data accuracy**. The Terminal User remains responsible for the accuracy and completeness of all data it submits through any system, and Clause 6.2 applies to such data.

10.4 **Personal data**. Each Party acts as an independent controller in respect of the personal data it processes in connection with these Terms, and each Party shall comply with the data protection law applicable to it and implement appropriate technical and organisational security measures. The Terminal User warrants that it has a lawful basis for providing to the Terminal Operator any personal data, including data relating to drivers, crew, agents and contact persons, and that it has provided all required notices to the individuals concerned. The Terminal Operator may process such personal data for the purposes of providing the Terminal Services, access control, HSSE, security, customs and regulatory compliance, invoicing and the defence of claims, and may transfer it to its Affiliates and service providers subject to appropriate safeguards. Where Schedule 2 specifies additional or different requirements, those requirements prevail.

10.5 **Confidentiality**. These Terms and the Terminal Tariff are public documents. Each Party shall keep the terms agreed between the Parties in any separate agreement confidential, including any volume, operational, cost or performance data disclosed by the other Party, and may not disclose the same to any third party other than to its Affiliates, professional advisers, auditors, insurers and financiers on a need to know basis, or as required by Applicable Law, a court, a regulator or a stock exchange. This obligation shall continue for three (3) years after the last provision of Terminal Services.

11. Compliance, sanctions and trade controls

11.1 Each Terminal User represents and undertakes that, in the performance of these Terms, it and its Affiliates, and their respective employees, directors, officers, agents and sub-contractors, and shall comply in all material respects with all Applicable Law, including law relating to anti-bribery and anti-corruption, competition, money laundering, modern slavery, customs, and export controls and sanctions. In particular, each Terminal User undertakes not to:

a) give, promise or offer, or authorise the giving of, anything of value to any person for an unlawful purpose or in order to obtain or retain business improperly; or

b) deal, or cause the Terminal Operator to deal, with any person in respect of a transaction prohibited by export controls or sanctions, or which could damage the commercial or other reputational interests of the Terminal Operator, even where not in breach of Applicable Law.

11.2 Each Terminal User warrants that it has established and maintains its own policies, procedures and controls designed to prevent a breach of Clause 11.1.

11.3 Sanctions warranties. Each Terminal User warrants, on each occasion on which it requests or receives Terminal Services, that neither it, nor any of its Affiliates, nor any of its beneficial owners, nor any Vessel it owns, charters, operates or controls, nor the Goods or Containers it presents, nor the owner or Consignee of those Goods, is a Restricted Party or is otherwise the subject of sanctions or trade controls, and that the requested Terminal Services will not expose the Terminal Operator or its Affiliates to any sanction, prohibition or restriction. The Terminal User shall provide such information as the Terminal Operator requires in order to verify compliance with this Clause.

11.4 Sanctions suspension. Notwithstanding any other provision of these Terms and any agreement between the Parties, where the Terminal Operator reasonably believes that performing or continuing to perform would breach, or would expose the Terminal Operator or any of its Affiliates to, any sanction, prohibition, restriction or penalty, it may with immediate effect and without liability refuse, suspend or terminate the Terminal Services, refuse to accept, handle, load, discharge or release any Goods, Container, Vehicle or Vessel, and report the matter to the competent authority. Charges will continue to accrue during any such period, the Terminal User shall remain liable for all Storage Charges and other costs, and the Terminal User shall indemnify the Terminal Operator against all loss, cost, fine, penalty and third-party claim arising.

11.5 Audit. Each Terminal User shall maintain records adequate to verify its compliance with this Clause 11 and, where the Terminal Operator has a good faith belief of a breach, or where there is an investigation or allegation by a public authority, permit the Terminal Operator or an independent auditor appointed by it to audit those records. The Parties shall co-operate in any such audit.

11.6 Where a Terminal User breaches any obligation, warranty or representation in this Clause 11, the Terminal Operator may terminate its relationship with that Terminal User, and cease providing Terminal Services, with immediate effect and without liability.

11.7 Each Terminal User shall indemnify the Terminal Operator and its Affiliates against all claims, judgments, demands, liabilities, fines, penalties, charges, costs and expenses of whatever nature, including legal costs, arising out of or caused by any breach of this Clause 11, and waives any right of recourse against the Terminal Operator and its Affiliates in respect of the same.

12. Liability

12.1 **Loss of or damage to Goods**. the Terminal Operator is liable for physical loss of or damage to Goods (a "Loss"), only where it is proven that (i) the event causing the Loss occurred while the Goods were in its care, custody and control, and (ii) the Loss was caused by the negligence or wilful misconduct of the Terminal Operator. Such liability is limited to the lowest of:

a) the value of the Goods actually lost or damaged, determined by the reasonable cost of repair or of replacement with Goods of the same age and in the same condition;

b) the limit of liability on which the Terminal User could rely in a claim brought against it under the applicable Carriage Contract or any other terms from which the Terminal User has the benefit; and

c) 2 SDR per kilogramme of the gross weight of the Goods lost or damaged, or, for shipments to or from the United States of America, the limitation stipulated in the US Carriage of Goods by Sea Act.

In addition to being able to rely on these Terms, the Terminal Operator has the right to avail itself of and invoke any limitation or exclusion of liability, immunity, defence, right, remedy and law and jurisdiction clause contained in the bills of lading or Carriage Contracts as if the Terminal Operator were the carrier and the Terminal User were the merchant, Shipper or other cargo interest referred to in that Carriage Contract. The Terminal User shall defend, indemnify and hold the Terminal Operator harmless against any claim brought against the Terminal Operator by a cargo owner, consignee, holder of a bill of lading or other third party in respect of the Goods (whether for Loss, delay, misdelivery, consequential loss or otherwise, and whether in contract, tort, bailment or otherwise) to the extent such claim exceeds the liability, if any, that the Terminal Operator would have under these Terms, including all reasonable legal costs of defending such claim, and against any Loss exceeding the limitation amounts stipulated in the Hague Rules, the Hague-Visby Rules, the Hamburg Rules or the US Carriage of Goods by Sea Act (COGSA). Where the Terminal User is a Carrier or non-vessel operating common carrier, it shall ensure that each Carriage Contract it issues contains, and shall use best endeavours to procure that any other Carriage Contract covering the same Goods contains, a Himalaya clause which: (i) expressly extends to the Terminal Operator, as an independent contractor of the carrier, all defences, exclusions, time bars and limits of liability available to the Terminal User; (ii) contains an undertaking by the cargo interest not to bring any claim against the Terminal Operator in respect of the Goods,

together with an indemnity against any such claim; and (iii) entitles the Terminal Operator to enforce those provisions directly as a third party. The Terminal User shall indemnify the Terminal Operator against any Loss, claim, liability and cost arising from its failure to comply with the preceding sentence.

12.2 **Loss of or damage to Containers and equipment**. the Terminal Operator is liable for loss of or damage to any Container or other Terminal User equipment while in its care, custody and control only to the extent caused by its negligence or wilful misconduct, and such liability is limited to the lower of the reasonable cost of repair and the depreciated value of the item, and in no circumstances shall such liability exceed:

a) USD 2,600 per Container for a 20 foot Dry Container;

b) USD 3,500 per Container for a Dry Container of more than 20 foot;

c) USD 12,900 per Container for a 20 foot Reefer Container;

d) USD 15,000 per Container for a Reefer Container of more than 20 foot;

e) USD 5,000 per Container for a 20 foot item of Special Equipment;

f) USD 9,000 per Container for an item of Special Equipment of more than 20 foot;

g) USD 12,000 per Chassis;

h) USD 14,000 per Genset; and

i) USD 5,000 per item of any other equipment.

A Non-Operating Reefer is treated for the purposes of this Clause 12.2 as a Dry Container of the corresponding length.

Depreciated value is calculated from the amounts in this Clause 12.2 on a straight line basis at five per cent (5%) per annum from the date of manufacture, as evidenced for Containers by the container safety certificate, to the day before the incident. The amounts in this Clause 12.2 are reviewed annually by the Terminal Operator, and once published the amounts in force on the date of the incident apply.

12.3 **Loss of or damage to Vessels and Vehicles**. the Terminal Operator is liable for loss of or damage to a Vessel or Vehicle only to the extent caused by its negligence or wilful misconduct, and such liability is limited to the lowest of the reasonable cost of repair, the cost of replacement with a Vessel or Vehicle of the same age and in the same condition, and USD 20,000,000 per Vessel or USD 100,000 per Vehicle.

12.4 **Aggregate cap**. The liability of the Terminal Operator under Clauses 12.1 and 12.2 arising out of a single incident or series of connected incidents shall not in any circumstances exceed USD 10,000,000, and its liability under Clause 12.3 arising out of a single incident or series of connected incidents shall not in any circumstances exceed USD 20,000,000, in each case regardless of whether the loss is sustained by more than one person.

12.5 Where, in respect of a single incident or series of connected incidents, losses are sustained by more than one person, the relevant cap in Clause 12.4 is applied to all claims on a pro rata basis, by reference to the proportion that each person's claim bears to the total amount

claimed by all such persons.

12.6 **Indirect loss**. Terminal Operator shall not be liable for any consequential or indirect loss or damage of any kind, including loss of profit, loss of use, loss of business or reputational loss, it being the express intention that recovery of such damages is excluded in respect of any claim arising from or related to these Terms, including any liability arising from delay in the provision of the Terminal Services unless otherwise expressly agreed.

12.7 **Time bar**. Each Party is discharged from all liability in respect of any event unless legal proceedings are commenced and written notice of them is given to the other Party within twelve (12) months of the date of the loss, damage, delay or failure alleged to give rise to the claim.

12.8 **De minimis**. Neither Party may bring a claim, however arising, for an amount lower than the de minimis threshold specified in Schedule 1.

12.9 Save as set out in this Clause 12, Terminal Operator shall not be liable for loss of or damage to any Goods, Container, Vehicle or Vessel however arising. The defences, exclusions and limits in these Terms apply to any claim regardless of the basis on which it is brought. Nothing in these Terms limits or deprives the Terminal Operator of any statutory protection, defence, exception or limitation of liability available under Applicable Law or any convention, and the Terminal Operator has the full benefit of all of them.

12.10 Nothing in these Terms excludes or restricts the liability of either Party for death or personal injury caused by its negligence, or any other liability that may not lawfully be excluded or limited.

12.11 Each Party shall notify the other in writing within thirty (30) days of becoming aware of any matter that gives rise or may give rise to a claim under these Terms, stating in reasonable detail the nature of the matter and, so far as practicable, the amount claimed. No indemnity is payable in respect of a claim unless notice has been given in accordance with this Clause. This Clause does not extend the period in Clause 12.7.

12.12 Without prejudice to Clause 6.1, the Terminal Operator is not liable for any delays or waiting time unless a specific commitment has been agreed in a separate signed agreement.

12.13 **Risk**. Risk in all Goods, Containers, Vehicles and Vessels remains with the Terminal User at all times, including while in the care, custody and control of the Terminal Operator, subject however to any liability of the Terminal Operator and the limitations of liability set out in this Clause 12.

12.14 **Excluded causes**. Without prejudice to Clause 12.6, the Terminal Operator is not liable for any loss, damage, expense or delay caused by or arising from:

a) Force Majeure;

b) any act, omission or instruction of the Terminal User or anyone acting on its behalf, including any inaccurate or incomplete reefer temperature, ventilation or humidity instruction;

c) insufficient or unsuitable packing, stuffing or preparation of the Goods, where not carried out by the Terminal Operator;

d) the inherent vice or nature of the Goods, including condensation in any Container or storage area that is not temperature-controlled;

e) ordinary leakage, loss in weight or volume, or wear and tear, unless caused by the Terminal Operator; or

f) the insolvency or financial default of the Terminal User.

13. Insurance

13.1 Each Terminal User shall at its own expense take out and maintain insurance covering any liability it assumes under these Terms, and any insurance required by Applicable Law, including public and third-party liability.

13.2 the Terminal Operator is under no obligation to insure Goods, Containers, Vehicles or Vessels.

13.3 Each relevant Terminal User shall maintain, or procure that its Vessels are maintained, in a thoroughly fit and seaworthy condition at all times, and keeps them continuously in class with a recognised classification society. Such Terminal User shall maintain at all times with reputable insurers, and on request furnish to the Terminal Operator certificates or copies of policies, or in the case of P&I cover a certificate of entry, evidencing:

a) hull and machinery insurance on Institute Time Clauses Hulls, International Hull Clauses or equivalent conditions, for not less than the full market value of the Vessel;

b) protection and indemnity (P&I) cover on standard terms and customary limits with a member of the International Group of P&I Clubs; and

c) general and third-party liability cover, including liability arising out of the use and operation of Containers and Chassis.

13.4 The Terminal User shall give not less than thirty (30) days' notice before the cancellation or non-renewal of, or any material change to, any policy required by this Clause 13 and cover shall be maintained without lapse. A failure by Terminal Operator to require evidence of compliance, or to identify a deficiency in cover, is not a waiver of the Terminal Users' obligation to maintain the required insurance.

13.5 Where evidence of insurance requested under Clause 13.3 is not provided within ten (10) days, the Terminal Operator may suspend performance in accordance with Clause 15.

13.6 No insurance, and no limit of any insurance, shall operate as a limit on the liability of any Terminal User under these Terms.

14. Force majeure

14.1 A Party shall be relieved from liability for non-performance of its obligations under these Terms, other than an obligation to pay for Terminal Services provided or any obligation

under an indemnity given in these Terms, to the extent that the non-performance is caused by Force Majeure and for as long as the Force Majeure continues.

14.2 "Force Majeure" means any event or circumstance, and the continuing consequences of any event or circumstance, that is beyond the reasonable control of the affected Party and that prevents, hinders or delays the performance of that Party's obligations, whether or not the event or circumstance was foreseeable and whether it arose before or after the date on which these Terms first applied between the Parties. Force Majeure includes:

a) weather and sea conditions: storm, tempest, typhoon, cyclone, hurricane, tornado, lightning, hail, snow, ice or ice formation, extreme heat or cold, fog or any other restriction of visibility, abnormal swell, seiche, storm surge, abnormal tide, and wind speed or wave height exceeding the safe operating limit of any equipment or the safe berthing limit of the Terminal Facility;

b) hydrological and geotechnical conditions: flood, drought, water shortage or rationing, low water, reduced available depth or draught in any Berth, approach, channel or waterway, siltation, shoaling, erosion, subsidence, settlement, ground movement, soil desiccation, liquefaction, sinkhole, landslide and slope failure;

c) other natural events: earthquake, tsunami, volcanic eruption and ash cloud, wildfire, fire, explosion, and any act of God or event of natural origin;

d) health and biological events: epidemic, pandemic, public health emergency, quarantine or movement restriction, pest or vector infestation, and plant or animal disease restriction;

e) human and political events: war and warlike act, whether declared or not, invasion, armed conflict, hostile act of any state or of public enemies, military coup, revolution, mobilisation, requisition, expropriation or nationalisation, terrorism, sabotage, criminal damage, piracy, armed robbery, hostile use of any unmanned or autonomous craft, vehicle or aircraft, discovery of a mine or unexploded ordnance, bomb threat, blockade, embargo, sanction, riot, insurrection, civil war, civil commotion and civil disobedience;

f) labour events: strike, lockout, go-slow, work to rule, overtime ban, blockade of access or other labour or industrial dispute or action, whether or not involving the employees of the affected Party, and whether at the Terminal Facility, in the port, or affecting any authority, pilotage, towage, mooring, rail, road, barge, customs or other third-party service on which performance depends;

g) infrastructure, systems and supply: failure, interruption, rationing or unavailability of electricity, water, fuel, energy, telecommunications or any other utility; cyber-attack, ransomware, malicious code, denial of service, hacking, and failure or unavailability of the internet, of any third-party network, platform, cloud service, port community system or single window; and catastrophic failure or collapse of any quay, Berth, structure, lock, bridge, access road, rail connection or major item of equipment other than where caused by the affected Party's failure to maintain it;

h) nautical events: closure of, or restriction on the use of, the port or any Berth, waterway, channel, canal, strait or lock; obstruction of any approach or channel including by a wreck, a grounded ship, a sunken object or dredging or salvage operation; allision or collision affecting any Berth, quay or channel; and port congestion not caused by the

affected Party;

i) regulatory and administrative events: any restraint, order, direction, requirement or act of any government, authority, court or regulator; the suspension, revocation, non-renewal or refusal of any permit, licence, approval or concession otherwise than for the affected Party's own breach; any change in Applicable Law that renders performance unlawful or impossible; action, closure or systems failure of any customs, border, security, veterinary or phytosanitary agency; radioactivity and nuclear or chemical contamination; and

j) any other event or circumstance beyond the reasonable control of the affected Party, whether or not of a kind similar to those listed in paragraphs (a) to (i).

Consequences. Where an event or circumstance within this Clause 14.2 causes physical damage to, deterioration of, or a restriction on the safe or lawful use of the Terminal Facility or of any Berth, quay, structure, channel, approach, access road, rail connection or item of equipment, that damage, deterioration or restriction is itself Force Majeure for so long as it subsists, whether or not the event or circumstance that caused it has ceased, and whether or not the resulting condition is itself listed in this Clause 14.2.

14.3 The affected Party shall use all reasonable efforts to mitigate and overcome the effects of the Force Majeure in order to maintain or resume performance.

14.4 Where a Force Majeure occurs that may affect performance of part or all of its obligations, the affected Party shall notify the other Party as soon as reasonably practicable of the occurrence and nature of the event, its expected duration so far as it can reasonably be assessed, the obligations that cannot be fully performed as a result, and the mitigating actions it proposes to take. The affected Party shall keep the other Party informed of developments and of the results of those mitigating actions.

14.5 Storage Charges and all other charges continue to accrue during a period of Force Majeure unless otherwise agreed in writing.

14.6 Where the performance of an obligation is materially prevented by Force Majeure for a continuous period exceeding one hundred and twenty (120) days, the other Party may terminate the application of these Terms as between the Parties with immediate effect in respect of the Terminal Services affected by that Force Majeure. Where the Force Majeure materially prevents performance of substantially all of the affected Party's obligations for that period, the other Party may terminate the application of these Terms as between the Parties in full. The period in this Clause 14.6 runs only for so long as performance is materially prevented, and does not run during any period in which the affected Party has restored performance in all material respects. Any termination pursuant to this Clause 14.6 does not limit, affect or exclude any liabilities already incurred.

15. Suspension and termination

15.1 **Suspension**. The Terminal Operator may suspend all or part of the Terminal Services, refuse access to the Terminal Facility, or refuse to accept, handle or release any Goods, Container, Vehicle or Vessel, where:

a) any sum is overdue, a credit limit has been exceeded, or security required under Clause 5.3 has not been provided;

b) an unsafe condition or HSSE risk subsists, or a safety incident has occurred;

c) Clause 11.4 applies;

d) required information, documentation or customs clearance has not been provided;

e) required insurance is not in place or evidence of it has not been provided; or

f) the Terminal Operator is so directed by an authority.

A suspension under this Clause 15.1 is without liability to the Terminal Operator and does not relieve the Terminal User of any accrued or accruing charge.

15.2 **Termination on notice**. The Terminal Operator may at any time, on a notice period of thirty (30) days, terminate the Terminal Services by written notice, subject to Clause 15.4.

15.3 **Immediate termination**. The Terminal Operator may terminate the application of these Terms as between the Parties, and cease to provide Terminal Services, with immediate effect where:

a) the Terminal User enters into any form of insolvency, administration, receivership, liquidation or bankruptcy process, passes a resolution for winding up, is unable to pay its debts as they fall due, or ceases or threatens to cease to carry on business or the Terminal Operator is reasonably justified in anticipating that any such event or situation is likely to happen;

b) the Terminal User fails to fulfil any of its obligations under these Terms for two (2) consecutive months;

c) the Terminal User commits a Material Breach that is not remedied within fifteen (15) days of written notice requiring remedy; or

d) Clause 11.6 applies.

15.4 **Regulated terminals**. Where the Terminal Operator is subject to a common carrier, non-discrimination, universal service, concession or licence obligation to provide Terminal Services, Clauses 15.1 to 15.3 apply only to the extent permitted by that obligation and by Applicable Law. Any suspension, refusal or termination is applied on a non-discriminatory basis, on objectively justifiable grounds, and where required shall be notified to the competent authority.

15.5 **Consequences**. Termination does not affect any accrued right or liability incurred. On termination, all sums owed to the Terminal Operator become immediately due, and the Terminal User shall remove its Goods, Containers, Vehicles and Vessels from the Terminal Facility within the period notified by the Terminal Operator, failing which Clause 9.4 applies. Clauses 4, 5.6, 6.7, 7.5(d), 7.6, 8.6, 9.2, 9.3, 9.4, 10.4, 10.5, 11, 12, 16 and 17 survive termination.

16. Governing law and

dispute resolution

16.1 These Terms, and any dispute or claim arising out of or in connection with them, whether contractual or non-contractual, are governed by the law specified in Schedule 1, to the exclusion of its conflict of law rules and of the United Nations Convention on Contracts for the International Sale of Goods.

16.2 The Parties will first seek to resolve any dispute by good faith discussion between senior representatives within thirty (30) days of written notice of the dispute. This Clause does not prevent either Party from seeking interim or injunctive relief, or the Terminal Operator from enforcing its rights under Clause 5.6.

16.3 Failing resolution under Clause 16.2, the courts specified in Schedule 1 have exclusive jurisdiction, save that the Terminal Operator may at its option refer any dispute to arbitration under the arbitration rules specified in Schedule 1, current at the commencement of the arbitration, with the seat and language specified in Schedule 1. Where that option is exercised by the Terminal Operator in respect of a dispute, the election is final and binding in respect of that dispute.

16.4 Where the option in Clause 16.3 is invalid or unenforceable under the law of the forum because it is available to one Party only, that option is available to both Parties.

16.5 Nothing in this Clause 16 limits the right of the Terminal Operator to bring proceedings to recover any sum due, or to enforce its lien or any security, in any court of competent jurisdiction.

16.6 Clause 12.1, under which the Terminal Operator may invoke provisions of a Carriage Contract including its law and jurisdiction provisions, applies notwithstanding this Clause 16.

17. General

17.1 **Amendment and publication**. the Terminal Operator may amend these Terms. An amendment shall be published at the location specified in Schedule 1 and shall take effect thirty (30) days after publication, or on any later date stated at publication, except where a shorter period is required by Applicable Law or by an authority. The version in force at the time the relevant Terminal Services are performed applies to those Terminal Services. Continued use of the Terminal Facility, or continued receipt of Terminal Services, after the effective date of an amendment constitutes acceptance of the amended Terms.

17.2 **Entire agreement**. These Terms, together with any document referred to in them, constitute the entire agreement between the Parties in respect of the matters they address. All representations and statements made elsewhere, whether oral or written, are excluded, save that nothing excludes or limits liability for any misrepresentation or pre-contractual statement made fraudulently. All conditions, warranties and other terms implied by law or expressed by the Terminal User are excluded to the fullest extent permitted. These Terms supersede all previous terms of business and all previous arrangements between the Parties

in respect of the matters they address, other than an agreement listed at Clause 2.4(e), which pursuant to its terms may continue in effect in accordance with Clause 2.5.

17.3 **Severability**. Where any provision of these Terms is held to be invalid or unenforceable, that does not affect the remainder of these Terms or the application of that provision to other persons or circumstances, and each provision is valid and enforceable to the extent permitted by law. Where the provision affected is material, the Parties will use their best endeavours to agree a valid and enforceable replacement that achieves so far as possible the same effect.

17.4 **Benefit of exclusions**. The Affiliates, employees, agents and sub-contractors of the Terminal Operator, and any other party for whom the Terminal Operator is responsible, have the benefit of the exclusions and limitations of liability in these Terms and may enforce them.

17.5 **Independent contractors**. The relationship between the Terminal Operator and each Terminal User is that of independent contractors. Neither Party is the employee, agent or partner of, or in a joint venture with, the other. Each Party is solely responsible for all employment-related taxes, insurance premiums and benefits relating to its own performance.

17.6 **Sub-contracting**. the Terminal Operator may sub-contract the Terminal Services in whole or in part. It remains responsible for the performance of its sub-contractors, subject to the exclusions and limitations in Clause 12, and its sub-contractors shall have the benefit of these Terms.

17.7 **Assignment**. A Terminal User may not assign, transfer or otherwise deal with any of its rights or obligations under these Terms without the prior written consent of the Terminal Operator. The Terminal Operator may assign or transfer its rights and obligations to an Affiliate, or in connection with a transfer of the Terminal Facility or of the concession, licence or lease under which it is operated.

17.8 **Waiver**. A failure or delay in exercising a right or remedy under these Terms or at law is not a waiver of it. The single or partial exercise of a right or remedy does not prevent its further exercise or the exercise of another right or remedy.

17.9 **Notices**. A notice under these Terms shall be given in writing and delivered by hand, by courier or by email to the postal address or email address for notices published on the Terminal Operator contact page specified in Schedule 1 in the case of the Terminal Operator, and in the case of a Terminal User to the address or email address it has provided to the Terminal Operator or its registered office. A notice is deemed received on delivery if delivered by hand, on the second Business Day after dispatch if sent by courier, or on transmission if sent by email during business hours at the place of receipt, and otherwise at the start of the next Business Day.

17.10 **Language**. These Terms are issued in English. Where a translation is provided, it is for convenience only and the English text prevails, unless Applicable Law requires otherwise, in which case Schedule 2 applies.

17.11 **Publication**. These Terms are published at the location specified in Schedule 1. Every version

of these Terms carries a document reference. Where these Terms are attached to or incorporated by reference into another agreement, the applicable version is identified by the document reference and effective date stated in Schedule 1.

Part B:
Defined terms and Interpretation

This Part defines the terminology used in these Terms and sets out the rules of interpretation. It creates no right or obligation, and it does not rank in the order of precedence set out in these Terms.

1. Defined terms

"Affiliate"	in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.
"APM Terminals"	the parent company of the APM Terminals group of companies.
"Applicable Law"	all laws, statutes, regulations, codes, orders, decrees, judgments, directives, licence conditions and mandatory requirements of any governmental, regulatory, port, customs, security or judicial authority that apply to a Party, to the Terminal Facility or to the Terminal Services.
"Berth"	the space at the Terminal Facility assigned to or occupied by a Vessel lying alongside or made fast to a quay, wharf, jetty or other structure.
"Break Bulk Cargo"	Goods that are not containerised and are handled as individual pieces, packages, bundles, coils or other units, including steel, timber, project and heavy-lift cargo.
"Business Day"	a day other than a Saturday, Sunday or public holiday in the jurisdiction of the Terminal Operator.
"Carriage Contract"	any bill of lading, sea waybill, booking note, combined transport document or other contract of carriage under which Goods or Containers are carried to or from the Terminal Facility.
"Carrier"	any person that undertakes the carriage of Goods by sea, whether or not it owns or operates the Vessel performing the carriage.
"Chassis"	a wheeled trailer frame designed to carry a Container by road, whether or not a Container is mounted on it.
"Consignee"	the person to whom Goods are consigned under a Carriage Contract, and any person entitled to take delivery of the Goods.
"Container"	any container, flat rack, tank container, platform, open top, Chassis, Genset or similar unit of transport equipment, whether laden or empty.
"Country-Specific Provisions"	the provisions set out in Schedule 2 that apply to the Terminal Facility.

"Cut-off"	the latest date and time by which a Container must be delivered to the Terminal Facility, or by which information or documentation must be provided to the Terminal Operator, in each case in respect of a particular Vessel call.
"Discharge"	the lifting of Goods or a Container off a Vessel or Vehicle, completed when they are landed and released from the handling equipment.
"Dry Container"	a general purpose closed Container that is neither a Reefer Container nor Special Equipment, including a high cube Container of standard external dimensions.
"EDI"	Electronic Data Interchange, being the structured exchange of information between the Parties by electronic means in an agreed message format.
"Free Time"	the period during which Goods or a Container may remain at the Terminal Facility without a Storage Charge accruing.
"Gate-in"	the entry of Goods, a Container or a Vehicle into the Terminal Facility, completed when the Terminal Operator takes possession at the gate or other point of entry.
"Gate-out"	the removal of Goods, a Container or a Vehicle from the Terminal Facility, completed when possession passes from the Terminal Operator to the person collecting them.
"General Cargo"	Goods that are not containerised and are handled as individual pieces, packages, bundles or other units, including Break Bulk Cargo but excluding RoRo.
"Genset"	a generator unit fitted or attached to a Reefer Container to power its refrigeration machinery when Vessel or shore power is not available.
"Goods"	any cargo, whether or not containerised, that is delivered to, received by, stored at, handled by, or collected from the Terminal Facility, including the contents of any Container.
"Haulier"	any person engaged in the carriage of Goods or Containers by road, and any driver acting for that person.
"Hazardous Goods"	Goods that are classified as dangerous, hazardous, noxious, polluting or environmentally harmful under the IMDG Code, MARPOL or any Applicable Law, including any marine pollutant.
"HSSE"	Health, Safety, Security and Environment.
"IMDG Code"	the International Maritime Dangerous Goods Code.
"ISPS Code"	the International Ship and Port Facility Security Code.
"Load"	the lifting of Goods or a Container onto a Vessel or Vehicle, completed when they are placed on board and secured.
"Local Terms"	the terminal-specific parameters set out in Schedule 1.
"Marine Services"	pilotage, towage, mooring, unmooring, line handling, launch services and the shifting of a Vessel between Berths, in each case where provided or arranged by the Terminal Operator.
"MARPOL"	the International Convention for the Prevention of Pollution from Ships.
"Material Breach"	a significant or repetitive failure by a Party to perform a fundamental obligation under these Terms or under any agreement that incorporates these Terms by reference, which

	goes to the essence of the contractual relationship and substantially deprives the non-breaching Party of the benefit it reasonably expected.
"Non-Operating Reefer"	a Reefer Container carried with its refrigeration machinery switched off and used to carry Goods that do not require temperature control.
"Out of Gauge Cargo"	Goods loaded on or in a Container that exceed the external dimensions of that Container in length, width or height, or any combination of them.
"Party"	the Terminal Operator or a Terminal User, and "Parties" means both of them.
"Port Authority"	the authority, commission or other body empowered to administer the port in which the Terminal Facility is located.
"Reefer Container"	a Container designed and equipped to carry Goods under controlled temperature, atmosphere or humidity, whether or not its machinery is operating.
"Reference Rate"	the interest rate specified as such in the Local Terms.
"Restricted Party"	any person that is designated on, or is owned or controlled by a person designated on, any list of restricted or sanctioned parties maintained by the United Nations, the European Union, the United Kingdom, the United States or any other authority with jurisdiction over a Party, or that is located in or organised under the laws of a country or territory subject to comprehensive sanctions.
"RoRo"	roll-on roll-off cargo, being wheeled or tracked vehicles, trailers and other units that are driven or towed on to or off a Vessel.
"SDR"	Special Drawing Rights, as defined by the International Monetary Fund.
"Seal"	a single-use device bearing a unique identifying number that is applied to the doors of a Container to secure them and to evidence that they have not been opened.
"Shipper"	the person by whom, in whose name, or on whose behalf a Carriage Contract has been concluded, or by whom or on whose behalf Goods are delivered to a Carrier under a Carriage Contract.
"Slot Charterer"	a Carrier that has contracted for the use of a stated number of slots on a Vessel operated by another Carrier.
"SOLAS"	the International Convention for the Safety of Life at Sea 1974.
"SOP"	a Standard Operating Procedure, being any operating procedure, gate procedure or operational instruction developed by the Terminal Operator in relation to the use and operation of the Terminal Facility, as published or notified by the Terminal Operator and as may be amended by it from time to time.
"Special Equipment"	any Container other than a Dry Container or a Reefer Container, including a flat rack, open top, platform, tank container and any Container designed for a specific cargo.
"Storage Charge"	a charge for the occupation of space at the Terminal Facility by Goods or a Container after the expiry of Free Time.
"Terminal	the terminal facility specified in the Local Terms.

Facility"	
"Terminal Operator"	the contracting entity specified in the Local Terms, being the party that provides the Terminal Services.
"Terminal Services"	any service, facility, access or accommodation provided or made available by the Terminal Operator at or in connection with the Terminal Facility, including vessel, quay, yard, gate, storage, reefer, inspection, weighing, documentation and ancillary services.
"Terminal Tariff"	the schedule of standard rates, surcharges and charges for Terminal Services published or otherwise made available to Terminal Users by the Terminal Operator as specified in the Local Terms, as amended from time to time.
"Terminal User"	any person that requests, receives or benefits from Terminal Services, or that enters or uses the Terminal Facility, including any owner, operator, charterer, Slot Charterer or Vessel Sharing Agreement partner of a Vessel, any Carrier, Shipper, Consignee, freight forwarder, non-vessel operating common carrier, Haulier, rail operator, barge operator, surveyor, agent or contractor, and their respective employees, agents and sub-contractors.
"Terms"	these Terms of Business, comprising Part A, this Part B, the Local Terms, and the Country-Specific Provisions where they apply.
"Vehicle"	any road vehicle, trailer, Chassis, rail wagon or barge used to deliver or collect Goods or Containers.
"Vessel"	any ship, barge, lighter or other waterborne craft.
"Vessel Sharing Agreement"	an agreement between two or more Carriers to share Vessel capacity on a stated service, and "Vessel Sharing Agreement partner" means a Carrier that is party to such an agreement.
"VGM"	the Verified Gross Mass of a packed Container, being the combined mass of the Goods, packing, dunnage, securing material and the tare of the Container, determined in accordance with SOLAS.

2. Interpretation

a) Headings are for convenience only and do not affect interpretation.

b) The singular includes the plural and the plural includes the singular.

c) A reference to a person includes any individual, company, corporation, partnership, body corporate or unincorporated body of persons.

d) "Including" and "in particular" introduce examples and do not limit what precedes them.

e) A reference to a statute, convention, code or regulation includes any amendment to it and any instrument replacing it.

f) A reference to a number of days is a reference to calendar days.

g) Times are stated by reference to the time zone specified in the Local Terms.

h) An amount expressed in these Terms in US Dollars (USD) is payable in USD, and all other amounts are payable in the invoicing currency specified in the Local Terms.

i) Where a word or expression is defined, its other grammatical forms have a corresponding meaning.

APM Terminals Gijon, Spain

Schedule 1: Local terms

Ref	Local Term	Value for this Terminal
L1	Terminal Operator entity	APM Terminals Gijon S.L., Muelle de la Osa s/n Puerto El Musel 33212 Gijón Spain
L2	Publication locations — Local Terms and Terminal Tariff	https://www.apmterminals.com/en/gijon/services/tariffs-and-terms
L3	Invoicing currency	EUR
L4	Payment terms — Vessel-call charges (Clause 4.1(a))	In advance of arrival; final settlement within 48 hours of departure
L5	Payment terms — all other invoiced charges (Clause 4.1(b))	14 days from invoice date
L6	Reference Rate and margin	The rate established by Ley 3/2004 de 29 de diciembre
L7	Invoice Dispute Period	5 days from invoice date
L8	Hazardous Goods pre-notification	48 hours before arrival at the Terminal Facility
L9	VGM and final load list Cut-off	As advised by the Terminal Operator for the relevant vessel call
L10	Abandoned Goods process	Clause 9.3 only
L11	Uncollected Goods removal period	90 days
L12	De minimis claim threshold	EUR 3,000
L13	Governing law	The laws of Spain
L14	Courts having jurisdiction	The courts of Gijon, Spain
L15	Arbitration rules, seat and language	LMAA Terms; London; English
L16	Time zone reference	Local time at the Terminal Facility
L17	Regulator or Port Authority	Autoridad Portuaria de Gijon
L18	Country-Specific Provisions apply	Yes
L19	Additional service categories	
L20	Effective date (Clause 17.11)	1 January 2027
L21	Terminal Operator contact page (Clause 17.9)	https://www.apmterminals.com/en/gijon/contact/contacts-and-directions

Schedule 2: Country-specific provisions

Clause	Provision applying at this Terminal	Legal basis
3.2	An amendment to the Terminal Tariff takes effect in accordance with the tariff approval and publication requirements of the Autoridad Portuaria de Gijon, and the Terminal Tariff may not exceed the maximum tariff in force for the port, unless otherwise agreed in writing between the Terminal Operator and the Terminal User, to the extent permitted by Applicable Law.	Real Decreto Legislativo 2/2011, Texto Refundido de la Ley de Puertos del Estado y de la Marina Mercante

9.3	Goods are treated as Abandoned Goods in accordance with the abandonment procedure prescribed by the Autoridad Portuaria de Gijon.	Real Decreto Legislativo 2/2011