



محطة سي أس بي أبوظبي
CSP Abu Dhabi Terminal

The Ports for **ALL**

CSP ABU DHABI TERMINAL

Terms and Conditions of Use and Tariffs

ISSUED ON: **August 1st, 2020**
WITH EFFECTIVE FROM: **September 1st, 2020**

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INDEX

A	GENERAL	6
B	SERVICES	7
C	TERMS AND CONDITIONS RELATING TO CARGO	7
	Payment Arrangements	7
	Provision of Information	7
	Vessel Arrival	8
	Vessels at the Terminal	8
	Acceptance of Cargo	9
	Cargo Condition	10
	Stripping of Containers	12
D	GENERAL TERMS AND CONDITIONS	14
	Compliance	14
	Responsibility for Damage to Facilities	15
	Alteration to Tariff	15
	Access to Record	15
	Subcontracting	15
	Tariffs	15
	Payment Terms	15
	Lien on Cargo and Vessels	16
	Warranties	17
	Liability of the Terminal User	17
	Liability of CSP ABU DHABI TERMINAL	18
	Bills of Lading	19
	Claims	19
	Indemnity	19
	Information	20
	Insurance	20

E	DEFINITIONS AND INTERPRETATION	15
	CSP ABU DHABI TERMINAL OR Terminal	22
	Agent	22
	Agreement	22
	Authority	22
	Cargo Cut off Time	22
	Container	22
	Cargo	23
	Convention	24
	Customs	24
	Direct Delivery	24
	DOT	24
	Force Majeure Event	24
	Harbor Master	24
	HSSE Policies	24
	IMDG Code	24
	ISPS Code	25
	Lay By	25
	Legal Requirements	25
	Loading and Unloading	25
	Master	25
	Master's Report	25
	Non-Standard Container	25
	Open/Covered Storage and Parking Area and/or Container Yard	25
	Out of Gauge Container	25
	Point of Rest	25
	Port Authority	26
	Port	26

Terminal Procedures	26
Port Rules	26
Refrigerated Container	26
RFID	26
Services	26
Stevedoring	26
Tariffs	26
Terminal Facilities	26
Terminal User	27
Terms and Conditions	27
Ton	27
Transport Regulations	27
Transport Vehicle	27
Transshipment Cargo or Transshipment Container	27
Trucking Procedures	27
Vessel	27
F CONSTRUCTION	28
G SCHEDULE	
Tariff	Appended

A GENERAL

1. The Terminal's geographic coordinates and opening hours for the administration offices are as published on the CSP ABU DHABI TERMINAL website, from time to time. The administration offices are closed on Fridays, Saturdays and public holidays.

WORKING HOURS –

- a. Operations : The Terminal operates 24 hours a day, every day throughout the year, subject to any Force Majeure events
- b. Administration : The normal working hours from Sunday to Thursdays inclusive (but excluding Public Holidays) will be: 0800 to 1200 hours and 1300 to 1600 hours.

Working hours are subject to change during the Holy month of Ramadan.

2. These Terms and Conditions shall apply on and after the Effective Date to every Agreement entered into and to the provision of all Services by CSP ABU DHABI TERMINAL at the Khalifa Port to a Terminal User.
3. Use of the CSP ABU DHABI TERMINAL by a Terminal User shall be deemed to constitute notice of and agreement to these Terms and Conditions.
4. CSP ABU DHABI TERMINAL may amend or vary these Terms and Conditions from time to time and in such manner and in such respects as CSP ABU DHABI TERMINAL may consider desirable
5. These Terms and Conditions shall prevail over and apply to the exclusion of any terms and conditions or tariffs proposed by a Terminal User (whether in writing or otherwise) any terms implied by trade, custom or practice unless specifically agreed to in writing by CSP ABU DHABI TERMINAL .
6. The use of the CSP ABU DHABI TERMINAL and these Terms and Conditions shall be governed in all respects by the laws of the Emirate of Abu Dhabi, United Arab Emirates
7. Parties using Port facilities are required to conform to all the current safety rules and regulations issued by the Terminal Operator, Port Authority - EHS or any local Authority.
8. The Port Operator reserves the right to control and perform the loading, unloading and handling of all Cargo.

B SERVICES

1. CSP ABU DHABI TERMINAL reserves the right to control and perform the Services in relation to all Cargo moving over its facilities at the Terminal and may to refuse to provide storage or handling of Cargo which has not been transported, nor intended to be transported by water to or from the Terminal.
2. CSP ABU DHABI TERMINAL agrees to provide Services to Terminal Users subject to the reasonable capacity of the Port, the Terminal, its equipment and other resources and otherwise in accordance with any Agreement on these Terms and Conditions in consideration of the payment of the Tariffs by a Terminal User.

C TERMS AND CONDITIONS RELATING TO CARGO

1. Payment Arrangements

- a. CSP Abu Dhabi Terminal shall not permit Cargo to be received or delivered at the Terminal, unless a Terminal User has established approved payment arrangements (either cash or credit) with the CSP ABU DHABI TERMINAL.
- b. The Port Operator may at its sole discretion, estimate and collect in advance all charges which may accrue against Cargo or Vessels. Use of the Port Facilities, or permission to sail, may be denied until such advance charges have been paid.
- c. All invoices are issued as due on presentation, unless otherwise agreed to in writing between the Port Operator and User. If Customer fails to pay, Port Operator has the right to place a lien of retention over the goods handled at the Port Facility and responsible party may be denied further use of the Port Facility until all outstanding charges have been paid. The Port Operator reserves the right to apply interest as mentioned in Clause 8.e or part thereof on any invoice or part thereof remaining unpaid beyond the due date.

2. Provision of Information

Not less than forty eight (48) hours before the estimated time of arrival of a Vessel at the Terminal, a Terminal User shall supply to the Port Authority and CSP ABU DHABI TERMINAL the information required by the Transport Regulations or as otherwise required from time to time by CSP ABU DHABI TERMINAL or the Port Authority in respect of the Vessel and Cargo. The particulars shall include, but shall not be limited to Hazardous Cargo information.

3. Vessel Arrival

- a. A Terminal User is solely liable to comply with any Agreement, the Port Rules, these Terms and Conditions, the Port Procedures and all other Legal Requirements with respect to a Vessel, Cargo and/or use of the Khalifa Port Container Terminal or the Port.
- b. CSP ABU DHABI TERMINAL agrees to provide Services to Terminal Users subject to the reasonable capacity of the Port, the Terminal, its equipment and other resources and otherwise in accordance with any Agreement on these Terms and Conditions in consideration of the payment of the Tariffs by a Terminal User.
- c. CSP ABU DHABI TERMINAL shall notify the Port Authority and the Vessel's representative that CSP ABU DHABI TERMINAL is ready to receive the Vessel as soon as practicable. CSP ABU DHABI TERMINAL shall notify the Port Authority and the Vessel's representative of the berth number in which it requires the Vessel to berth.
- d. A Vessel approaching, leaving and whilst lying alongside a berth remains at the sole risk and is the responsibility of a Terminal User.

4. Vessels at the Terminal

- a. Subject to the Port Rules, CSP ABU DHABI TERMINAL reserves the right to require a Vessel to vacate its allocated berth on completion of discharging, loading or in special circumstances including, but not limited to, construction within the Terminal and as required due to operational constraints and/or other requirements.
- b. Subject to the Port Rules, CSP ABU DHABI TERMINAL may take any action it deems necessary acting in accordance with the standards of a reasonable and prudent terminal operator in the case of an emergency affecting the Terminal or its facilities (or the operation of any of these) where CSP ABU DHABI TERMINAL considers immediate action is required to safeguard life or property or prevent pollution or otherwise comply with any Legal Requirements. Without limitation, CSP ABU DHABI TERMINAL shall have the right to require the removal of any Vessel from a berth to another or to anchorage or out of the Port water limit boundaries.
- c. A failure or refusal of a Vessel to move or to vacate a berth shall constitute a breach of the Terms and Conditions entitling CSP ABU DHABI TERMINAL, subject to the Port Rules, to require the removal of the Vessel, from the area in which it is anchored or from the berth. The Vessel, its owners, agents, and operators shall be

liable for all Losses that may be incurred by CSP ABU DHABI TERMINAL in having the Vessel removed.

5. Acceptance of Cargo

- a. Cargo delivered from or to a Terminal User shall be brought for acceptance to, or received from, such area within the Terminal or other place adjacent to the Terminal, as may be designated from time to time by CSP ABU DHABI TERMINAL.
- b. Prior to the presentation for acceptance to CSP ABU DHABI TERMINAL of any Cargo, a Terminal User shall supply to CSP ABU DHABI TERMINAL such particulars of the Cargo as required by the Port Rules or Port Procedures or as may be requested by CSP ABU DHABI TERMINAL. CSP ABU DHABI TERMINAL is not obliged to receive or deliver Cargo unless all required documentation has been provided. CSP ABU DHABI TERMINAL is entitled to rely upon such particulars of the Cargo as are furnished by a Terminal User. Any Losses resulting from the inaccuracy of, or omission from, such particulars given by or on behalf of a Terminal User shall be a Terminal User's responsibility.
- c. CSP ABU DHABI TERMINAL's responsibility to provide Services to a Terminal User for Cargo shall commence only when the Cargo has been delivered to the area designated as referred to in Clause 5.a above and notice of acceptance has been duly given by CSP ABU DHABI TERMINAL.
- d. In respect of any Cargo, a Terminal User shall ensure that all values and other particulars supplied to CSP ABU DHABI TERMINAL for Customs or other purposes and all necessary Customs removal permits are complete and accurate and, where appropriate, are valid and in full force and effect.
- e. CSP ABU DHABI TERMINAL will not accept Cargo for handling until CSP ABU DHABI TERMINAL is satisfied that adequate space reservation arrangements have been made for the onward carriage of Cargo within a period of time acceptable to CSP ABU DHABI TERMINAL.
- f. CSP ABU DHABI TERMINAL reserves the right to refuse to load or discharge Vessels and to receive or handle Cargo not complying with any Agreement, the Port Rules, these Terms and Conditions, the Port Procedures or any other Legal Requirement.
- g. Hazardous Cargo will only be received at the Terminal by advance arrangement with CSP ABU DHABI TERMINAL. CSP ABU DHABI TERMINAL reserves the right to refuse to handle any Cargo or provide storage which, in its judgment, is likely to harm human health, or damage another Cargo or property. The handling of Hazardous Cargo will be governed by the Port Rules, Port Procedures, the

International Maritime Dangerous Goods Code, IMO Guidance and any other Legal Requirements on the management of hazardous materials in the Emirate of Abu Dhabi and the United Arab Emirates.

- h. CSP ABU DHABI TERMINAL may destroy any Cargo or return it to its port of loading where it determines that it is likely to rot, spoil or otherwise perish or pose a threat to the health of persons or present a hygiene risk or danger to the Khalifa Port Container Terminal, or its safety or security or to the environment. All costs incurred by CSP ABU DHABI TERMINAL in undertaking any action under this Article shall be to the account of the Vessel that carried the Cargo or its owners, Agents or operators.
- i. When any Cargo is accepted for handling or storage, any and all Losses, including fumigation costs incurred by CSP ABU DHABI TERMINAL attributable to or because of infestation shall be for the account of the Vessel that carried the Cargo or its owners, Agents or operators.
- j. A Terminal User shall appoint an Agent in the Khalifa Port Container Terminal. CSP ABU DHABI TERMINAL shall be entitled at any time and from time to time, to act upon any instruction, request, notice or other communication from the Agent without prior reference to a Terminal User and to receive from and to pay to the Agent any sums due (including any rebate).

6. Cargo Condition

- a. In respect of any Cargo a Terminal User shall ensure that:
 - i. All particulars supplied by a Terminal User relating to the Cargo are accurate;
 - ii. All Containers are properly packed and labeled and the contents are properly stowed and secured.
 - iii. All Containers are weatherproof and otherwise fit for their intended purposes and in a fit and proper condition to be handled or otherwise dealt with in the normal course of business by the equipment and operating procedures usually employed at the CSP ABU DHABI TERMINAL
 - iv. All Containers comply with Legal Requirements.
 - v. All Refrigerated Containers have been properly set at + or - degrees or Fahrenheit of its booked/set temperature.
- b. CSP ABU DHABI TERMINAL shall not be responsible for inspecting any Cargo for damage or for reporting any damage to a Terminal User but shall use reasonable

endeavors to refer any apparent damage to Cargo to a Terminal User and to take any appropriate step necessary to protect the Cargo noted to be damaged. If CSP ABU DHABI TERMINAL gives notice to a Terminal User of damage to Cargo a Terminal User shall be entitled, within seven (7) days of such notice being dispatched, to inform CSP ABU DHABI TERMINAL in writing that an inspection of the relevant items is required. CSP ABU DHABI TERMINAL will then permit a Terminal User or its duly appointed agents upon reasonable notice to inspect the Cargo at a place designated by CSP ABU DHABI TERMINAL .

- c. Any questions or claim regarding the condition of any Cargo must be submitted in writing to CSP ABU DHABI TERMINAL within thirty (30) days of any notice submitted to a Terminal User by CSP ABU DHABI TERMINAL under Clause 6.a or within 7 days after the Cargo leaves the Terminal, whichever date is the earlier. A signed document, optical character recognition image or other acknowledgment signed by a Terminal User by written or electronic means, evidencing that a Cargo is received without protest of condition shall be conclusive evidence that the Cargo is in the condition as shipped from its port of origin and that a Terminal User discharges CSP ABU DHABI TERMINAL from all liability for loss or damage to the Cargo.
- d. CSP ABU DHABI TERMINAL may refuse to load damaged Cargo or Containers. CSP ABU DHABI TERMINAL reserves the right to move to another location and/or inspect any Cargo or Containers, which in its judgment is likely to damage other Cargo or property, at the risk and expense of the owner or Agent of the Cargo or Container or Vessel.
- e. CSP ABU DHABI TERMINAL has no obligation to check and report upon the temperature of Refrigerated Containers stored at the Khalifa Port Container Terminal unless written prior specific arrangements are made by a Terminal User with CSP ABU DHABI TERMINAL.
- f. Declared valuable Cargo that may be subject to theft or deterioration, may, at the option of CSP ABU DHABI TERMINAL, be sent to secure storage at the expense and risk of the owner, Agent or consignee.
- g. A Terminal User will be responsible for ensuring that Hazardous Cargo is packaged, marked, signed, handled, stowed and shipped in strict compliance with any Agreement, the Port Rules, Port Procedures, the International Maritime Dangerous Goods Code and any other Legal Requirements on the management of hazardous materials in the Emirate of Abu Dhabi.
- h. The Vessel that carried the Cargo or its owners, Agents and operators and the Cargo owner(s) shall be liable for any damage, death, personal injury, pollution, infestation, environmental damage or any other Losses caused by any Hazardous

Cargo or as a result of any Hazardous Cargo otherwise not being in compliance with the requirements of Clause 6.g

- i. In the event a Vessel owner or Agent or operator requests that CSP ABU DHABI TERMINAL move a damaged Container or other receptacle, the Vessel owner or Agent or operator shall submit a written request to CSP ABU DHABI TERMINAL describing the Container or other receptacle it wishes CSP ABU DHABI TERMINAL to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the Container or other receptacle pending repair or transhipment.
- j. CSP ABU DHABI TERMINAL may sell or destroy Cargo or return it to its port of loading, at the cost of the Vessel that carried the Cargo, or its owners or Agents where the Cargo has been seized or detained or where the owner of the Cargo is unknown or where the Cargo has been abandoned or the Cargo otherwise remains unclaimed for a period of more than:
 - i. One month for Refrigerated Containers; and
 - ii. Three months for all other Containers.
- k. These Terms and Conditions are not applicable to Containers loaded in excess of their rated capacity. CSP ABU DHABI TERMINAL will not permit its equipment, including its Container cranes to be used in any way to lift, move or transport a Container or other receptacle which is loaded in excess of the Container's or receptacles rated capacity. Should CSP ABU DHABI TERMINAL 's equipment or crane be used to lift, move or transport a Container or other receptacle which is loaded in excess of the rated capacity, the party or parties, causing such unauthorized use shall be held liable for all resulting Losses, damages or accidents .

7. Stripping of Containers and Movement of Cargo

- a. If CSP ABU DHABI TERMINAL carries out an instruction to open the doors of a Container or to unpack a Container for any purpose, this shall be at the sole risk of a Terminal User and CSP ABU DHABI TERMINAL shall not be responsible or liable in any way for any deterioration of the contents of the Container or for contamination to other Cargo by reason of such deterioration. A Terminal User shall ensure compliance with rules and regulations for opening and unpacking of any Container. CSP ABU DHABI TERMINAL may (but shall be under no obligation so to do) close, reconnect, or connect to a power supply (in the case of a

Refrigerated Container), repack or otherwise deal with any such Container and/or its contents at the sole cost and expense of a Terminal User.

- b. When, in CSP ABU DHABI TERMINAL 's sole opinion, there are any circumstances which will or may prevent or hinder the safe handling, storage, loading, unloading or transport of any Cargo, CSP ABU DHABI TERMINAL may, in its sole discretion, refuse to handle the same and shall give notice of such refusal to a Terminal User. The recipient of such notice will immediately remove or procure the removal of the Cargo from the Khalifa Port Container Terminal at its own risk and expense.
- c. Only Transport Vehicle companies, Transport Vehicles and Transport Vehicle drivers properly registered and licensed in accordance with the Port Rules and Trucking Procedures will be allowed entry to the Terminal and be serviced by CSP ABU DHABI TERMINAL . Equipment used for truck loading and unloading will be furnished exclusively by CSP ABU DHABI TERMINAL ; lift trucks, cranes, etc., other than those supplied by CSP ABU DHABI TERMINAL , will not be permitted on the CSP ABU DHABI TERMINAL.
- d. Transport Vehicle loading and unloading shall be performed solely by CSP ABU DHABI TERMINAL . Transport Vehicle companies, Transport Vehicles and Transport Vehicle drivers shall comply with the Trucking Procedures and HSE procedures set by CSP ABU DHABI TERMINAL and Port Authority as a condition of entry to the Khalifa Port Container Terminal.
- e. CSP ABU DHABI TERMINAL undertakes no responsibility to inspect any Transport Vehicles for damage or to report any damage to a Terminal User but will use reasonable endeavors to refer any apparent damage to a Terminal User and to take any appropriate step necessary to protect any Cargo where damage is noted.
- f. CSP ABU DHABI TERMINAL shall permit a Terminal User to bring trucks alongside Vessels and to load and discharge Vessel stores at such times as may be agreed and shall allow access to the Terminal to personnel to proceed on board a Vessel for the purpose of carrying out repairs, subject to a Terminal User's compliance with the Port Rules and Port Procedures and Customs rules and regulations. CSP ABU DHABI TERMINAL will not be responsible or liable in any way for any Losses arising in any way to any person or property granted access in accordance with this Article.
- g. CSP ABU DHABI TERMINAL will not permit storage of damaged, abandoned, mis-delivered, or unidentified or empty Containers or other receptacles or equipment at the Terminal. Where CSP ABU DHABI TERMINAL is aware of such, the Vessel owner or Agent or operator shall be notified that it has damaged,

abandoned, mis-delivered, or unidentified or empty Containers or other receptacles or equipment at the Terminal and shall have fifteen (15) calendar days free time in order to repair or remove such from the Terminal failing which CSP ABU DHABI TERMINAL shall have the Container or other receptacle or equipment removed from the Khalifa Port Container Terminal at the cost of the Vessel operator/owner or its Agents.

D GENERAL TERMS AND CONDITIONS

1. COMPLIANCE

- a. Terminal Users shall comply with all Legal Requirements, including but not limited to those of Customs, Port Rules and Port Procedures and will be liable for their non-compliance with same. Without limitation all Terminal Users have a duty to comply with all messages, directives, holds, and/or permits from Customs or any other Authority relating to the examination, loading, unloading, delivery, and release of Cargo, and shall not rely on CSP ABU DHABI TERMINAL or information systems with respect to any such messages, directives, holds and/or permits.
- b. Nothing in these Terms and Conditions will limit a Terminal User's responsibility for:
 - i. Compliance, and to ensure compliance of its employees, agents, contractors and invitees with its health and safety obligations under the Transport Regulations, HSSE Policies and any other Legal Requirements;
 - ii. An owner's or Master's safe navigation and proper management of the Vessel including, Port entry requirement compliance, her stowage, trim and stability and the operations of berthing, mooring, unmooring and unberthing and compliance under the Transport Regulations, Port Rules, Port Procedures, ISPS Code and Conventions.

2. RESPONSIBILITY FOR DAMAGE TO FACILITIES

All Users of the Port, or their Agents, shall be responsible for any damage resulting from their use of berths or any of the Port Facilities and the Port Operator reserves the right to repair, or otherwise cause to be repaired, any and all such damage at the expense of such users.

3. ALTERATIONS TO TARIFF

The terminal operator reserves the right to alter, change, or amend from time to time any or all charges, terms, conditions or interpretations contained in this circular with or without prior notice

4. ACCESS TO RECORDS

The terminal operator reserves the right of access to all Cargo manifests, documents and other information relating to Vessels or Cargo for the purpose of audit and verification of reports filed and assessment of charges. Any such information so acquired shall not be disclosed to any person other than a member of the Port Authority/Port Operator in carrying out official duties required by law.

5. SUBCONTRACTING

CSP ABU DHABI TERMINAL may sub-contract any of the Services or any part thereof

6. TARIFFS

Tariffs shall apply in respect of all Cargo moving over the Terminal or its facilities and to all Terminal Users. Tariffs may be assessed and collected by CSP ABU DHABI TERMINAL on Cargo delivered to or received from water, rail, or Transport Vehicle shall be in addition to rates for transportation to or from the Terminal. The Tariffs are specified in the Schedule

7. PAYEMENT TERMS

- a. Invoices rendered for Services are due on presentation.
- b. All Tariffs shall be paid in full without reduction or deferment on account of any claim, counter claim or set off.
- c. CSP ABU DHABI TERMINAL may at its sole discretion, estimate and collect in advance all charges which may accrue against Cargo or a Vessel's use of the Terminal. Permission to sail and/or use of the Terminal's Facilities may be denied until such advance charges have been paid.
- d. CSP ABU DHABI TERMINAL may require a guarantee to be deposited by the owner or Agent of a Vessel, or by the owner of Cargo prior to the provision of a Service.

- e. Failure to pay a due invoice within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of all Terminal Facilities until all outstanding charges have been paid. In the event of delayed settlement from the agreed credit terms, penal interest will be chargeable @ 6% plus 6 months EIBOR compounded monthly on the overdue amount. After sixty (60) days, legal action may be instituted against the defaulter. The defaulter shall pay all CSP ABU DHABI TERMINAL 's legal and court costs in pursuing and enforcing any claim. CSP ABU DHABI TERMINAL reserves the right to apply any payment received against the oldest outstanding invoices.
- f. Questions regarding the validity of invoices must be submitted in writing to CSP ABU DHABI TERMINAL within fifteen (15) days after the presentation of the invoice. Invoices not questioned within this fifteen (15) day period will be considered valid and CSP ABU DHABI TERMINAL shall be discharged from all liability for loss or damage unless a legal action is commenced within sixty days from occurrence. However, CSP ABU DHABI TERMINAL shall have the right to raise supplementary invoices at a later date for the difference in charges based on any additional information obtained.

8. LIEN OF CARGO AND VESSEL

- a. CSP ABU DHABI TERMINAL shall be entitled to refuse to allow Cargo discharged from a Vessel to leave the Terminal until:
 - i. All Tariffs claimed by CSP ABU DHABI TERMINAL for the Services rendered whether in relation to that Cargo (wherever performed) or to other Cargo that the Terminal Users have been paid or secured to the satisfaction of CSP ABU DHABI TERMINAL ; and
 - ii. Security to the satisfaction of CSP ABU DHABI TERMINAL has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Terminal User in relation to that Cargo (whether or not such claims arise in relation to that Cargo or other Cargo of the Terminal User).
- b. CSP ABU DHABI TERMINAL shall not provide a clearance for sailing until:
 - i. All Tariffs claimed by CSP ABU DHABI TERMINAL for Services and payable by the Terminal User whether in relation to the Vessel (whenever performed) or to other Vessels of the Terminal User have been paid or secured to the satisfaction of CSP ABU DHABI TERMINAL ; and
 - ii. Security to the satisfaction of CSP ABU DHABI TERMINAL has been given in relation to claims for indemnity pursuant to these Terms and

Conditions against the Terminal User (whether or not such claims arise in relation to that or another Vessel).

9. WARRENTIES

The Terminal User hereby represents, warrants and undertakes to CSP ABU DHABI TERMINAL that:

- a. It is validly existing and in good standing under the laws of the place of its incorporation; and
- b. It has full power and capacity to carry on its business and to be bound by these Terms and Conditions.

10. LIABILITY OF THE TERMINAL USER

- a. Each Terminal User shall be responsible for:
 - i. Death or personal injury;
 - ii. All damage to CSP ABU DHABI TERMINAL and Port Authority infrastructure, including without limitation the quay walls, berths and all other works of civil construction, building and other structures together with conduits, pipes and ducts;
 - iii. All damage to CSP ABU DHABI TERMINAL, the Port Authority and third party property including without limitation, Containers, Cargo, equipment, Vessels and Transport Vehicles; and
 - iv. All pollution and/or contamination damages; incurred during or arising from berthing or un-berthing or otherwise from a Terminal User's operation of its business or undertaking of any activity at the Khalifa Port Container Terminal or the Port.
- b. CSP ABU DHABI TERMINAL reserves the right to repair, replace, or contract for the same, or otherwise cause to be repaired or replaced, any and all damages to the infrastructure and property described in clause 11.a above, and a Terminal User shall be held liable for any Losses incurred by CSP ABU DHABI TERMINAL in so doing.
- c. CSP ABU DHABI TERMINAL reserves the right to remove pollution and/or contamination from the Terminal, and any Vessel or vehicle that has or may have caused such pollution and/or contamination, or contract for the same, or otherwise cause to be removed, any and all pollution and/or contamination and

the polluter, their Transport Vehicles, Vessels, etc., their owners, Agents and operators or any other party or parties that may be in any way considered responsible for the damage shall be held liable for any Losses incurred by CSP ABU DHABI TERMINAL in so doing.

- d. CSP ABU DHABI TERMINAL may detain any vehicle (including Transport Vehicle) or require the detention of any Vessel that it may consider responsible for any damage referred to in clause 11.a above until sufficient security has been given to cover all CSP ABU DHABI TERMINAL 's Losses

11. LIABILITY OF CSP ABU DHABI TERMINAL

- a. CSP ABU DHABI TERMINAL shall not be liable for:
 - i. Damage sustained or caused to Cargo arising as a result of the provision of Services;
 - ii. Damage or loss sustained to Cargo remaining in the Terminal or in storage stacks at any time;
 - iii. Death or personal injury, damages or delays caused by Terminal equipment, including but not limited to cranes, container or straddle carriers and/or the operators of such equipment; or
 - iv. Other Losses incurred by Terminal Users, including but not limited to those arising from a Force Majeure Event, theft, terrorism and unauthorized persons gaining access to any Vessel or the property of any Terminal User.
- b. CSP ABU DHABI TERMINAL shall not under any circumstances be liable to a Terminal User for any indirect, consequential or special damages of any type or nature whatsoever.

12. BILL OF LADING

CSP ABU DHABI TERMINAL shall not be liable for:

- a. Notwithstanding the provisions set out in Clause 12, CSP ABU DHABI TERMINAL will have the benefit of the provisions of any bill of lading or other contract of carriage and exclusions from and any limitation of liability provided therein and CSP ABU DHABI TERMINAL hereby accepts such benefit. Where any Cargo is received at or delivered from CSP ABU DHABI TERMINAL operations areas prior to the establishment of a bill of lading or other contract of carriage, the benefit of the intended bill of lading or contract of carriage will apply in all respects and will

bind all persons interested in the Cargo as though such bill of lading or contract of carriage had then been established.

- b. CSP ABU DHABI TERMINAL authorizes, empowers and directs the Terminal User to act, and the Terminal User hereby agrees to act, as CSP ABU DHABI TERMINAL 's trustee and/or agent for the limited purpose only to stipulate for CSP ABU DHABI TERMINAL to have as against other persons/parties the benefit of all exceptions, exemptions, or limitations of liability as may benefit the Terminal User in all bills of lading or other transport documents, evidencing contracts of carriage, entered into by the Terminal User in respect of cargo and its carriage and handling.

13. CLAIMS

Any claims for loss, damage, expense, accident or injury must be submitted in writing to CSP ABU DHABI TERMINAL immediately upon discovery, and in no event more than thirty days (30) from occurrence. Lack of timely notification shall be cause for denial of any such claims. In any event, CSP ABU DHABI TERMINAL shall be discharged from all liability for loss or damage unless suit is brought within sixty days (60) from occurrence. If no such notice is given within the above periods any claim will be deemed waived and absolutely barred

14. INDEMNITY

Each Terminal User shall defend, indemnify and hold harmless CSP ABU DHABI TERMINAL , its officers, employees, agents and contractors from and against all Losses that may be incurred by CSP ABU DHABI TERMINAL incidental to or resulting from:

- a. A Terminal User's operation of its business or undertaking of any activity at the Terminal, including without limitation those Losses arising from death or personal injury, or damage or destruction of infrastructure, property, equipment and facilities;
- b. A Terminal User's use of the Terminal, the Services and Terminal infrastructure, property, equipment and facilities, including without limitation those Losses arising from death or personal injury, damage or destruction of property, infrastructure equipment and facilities;
- c. Non-compliance with these Terms and Conditions by a Terminal User, its employees, or agents or contractors;
- d. CSP ABU DHABI TERMINAL 's exercise of its rights under these Terms and Conditions as a result of a Terminal User's default and/or non-compliance with these Terms and Conditions.

15. INFORMATION

- a. Vessels, their Masters, owners and Agents shall be required to permit access to cargo manifests, loading or discharge lists, rail carrier or Transport Vehicle carrier freight bills or other relevant documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.
- b. Requests, complaints, and enquiries on matters relating to Tariffs or Terms and Conditions incorporated in the Tariff should be addressed to the CSP ABU DHABI TERMINAL.

16. INSURANCE

- a. All Cargo at or on the Terminal jurisdiction is the sole responsibility of the Terminal User in every respect and shall at all times remain at the entire risk of the Terminal User.
- b. Charges published in this Tariff do not include any expense for insurance covering the Cargo, Containers, Vessels or other equipment. It is the Port Facility user's responsibility to provide such insurance coverage.
- c. CSP ABU DHABI TERMINAL is under no obligation to maintain insurance of Cargo. Each Terminal User shall (and shall ensure that its Agents and contractors shall) take out and maintain adequate insurances to cover its Cargo, Vessels and other property and the operation of its business at the Khalifa Port Container Terminal, including without limitation, as appropriate:
 - i. Hull and machinery and P&I Insurance in respect of its Vessels, the latter from a Club being a member of the international group of P&I Clubs, together with insurances to cover its liabilities under these Terms and Conditions;
 - ii. Employers Compensation; and
 - iii. Third Party Liability.
- d. If so requested, a Terminal User shall provide CSP ABU DHABI TERMINAL with a copy certificate of insurances confirming compliance with Clause 17.b. Such request or absence of such a request shall in no way be construed as waiving a Terminal User's obligations to arrange insurance required by law or under 17.b.
- e. Any deficiencies in the cover or policy limits of insurances of a Terminal User's Agents or contractors shall be the sole responsibility of a Terminal User.

E DEFINITIONS AND INTERPRETATION

Definitions and Interpretation

In these Terms and Conditions of Use and Tariffs the words defined below have the following meanings, as the context provides. Defined terms are further referred to or identified throughout the Terms and Conditions of Use and Tariffs by the capitalization of the initial letter of a word or phrase.

- 1 CSP ABU DHABI TERMINAL OR Terminal** : Terminal here refers as CSP Abu Dhabi Terminal operating a seaport at Khalifa Port Abu Dhabi and its officers, employees, agents or contractors, as the context permits.
- 2 Agent** : Agent means any person mandated to supply information and act on behalf of the owner or operator of the Vessel for the purposes of these Terms and Conditions of Use and Tariffs.
- 3 Agreement** : Agreement means any agreement or contract entered by CSP ABU DHABI TERMINAL with a Terminal User.
- 4 Authority** : Authority means the federal government of the United Arab Emirates, the government of the Emirate of Abu Dhabi or any ministry, department or political subdivision thereof, and any person under the direct or indirect control of any such government exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other governmental entity, instrumentality, agency, authority, corporation, committee or any independent regulatory authority, in each case within the Emirate of Abu Dhabi or the United Arab Emirates, and any successor to or any assignee of any of the foregoing.
- 5 Cargo Cut off Time** : is the latest time in which the cargo can be accepted by CSP ABU DHABI TERMINAL in order to be loaded on a particular vessel for a particular voyage.
- 6 Container** : Container refers a standard International Shipping Organization seaworthy container of 20', 40' or 45' feet in length, including any component thereof and can be a General-purpose Box, High Cube, Reefer Container or any Special equipment such as Open Top Containers, Flat Rack Containers, Flat bed, etc The terms

“Container” or “Containerized” when used in this Tariff refer to the standard ISO Container, suitable for stacking and transportation of dry, liquid gas or refrigerated Cargo, constructed of metal, fiberglass, plastic or wood, which confines its contents and must be capable of being handled as a unit and lifted by a crane with a Container spreader.

7 Cargo : Cargo means goods or articles of any kind whatsoever, transported or to be transported in a Container, Non-Standard Container or Out of Gauge Container. A Cargo Can be solid, liquid or gaseous substance, product or Hazardous Material transported to, from, in or through the jurisdiction of the Abu Dhabi Port Authority and involving the use of Port’s Facilities. Cargo Can be :

- a. General cargo
- b. Reefer Cargo
- c. Special Equipment Cargo
- d. Over Dimensions Cargo
- e. Break Bulk
- f. Hazardous Cargo : **HAZARDOUS MATERIAL(S)** : Any substance or material that is listed, defined or otherwise designated as (a) “Hazardous Substance” under the PCFC EHS Regulations including IMDG Code; (b) any chemical or Volatile Organic Compound (VOC); (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any Environmental Laws.

Dangerous Goods - Any of the following cargoes, whether packaged, carried in bulk packaging or in bulk, within the scope of the following instruments:

- Oils covered by Annex I of MARPOL 73/78
- Gases covered by the codes for the construction and equipment of ships carrying liquefied gases in Bulk
- Noxious liquid substances/chemicals, including wastes, covered by the codes for the construction and equipment of ships carrying dangerous chemicals in bulk and Annex II of MARPOL 73/78
- Solid bulk materials possessing chemical hazards and solid bulk materials hazardous only in bulk (MHBs), including wastes, covered by group B schedules in the Code of Safe Practice for Solid Bulk Cargoes (BC Code)
- Harmful substances in packaged form (covered by Annex III of MARPOL 73/78) and dangerous goods , whether substances, materials or articles (covered by the IMDG Code)

The term dangerous goods include any empty uncleansed packaging which previously contained dangerous cargoes , unless the packaging have been

sufficiently cleaned of residue of the dangerous cargoes and purged of vapors so as to nullify any hazard or have been filled with substances not classified as being dangerous.

- 8 Convention** : means the conventions relevant to ports or shipping issued by the International Maritime Organization, the International Labor Organization or the regional conventions related to shipping or the protection of the environment.
- 9 Customs** : Customs means the Abu Dhabi Customs Department.
- 10 Direct Delivery** : Direct Delivery means cargo which is delivered to or received from the Terminal User directly at the quayside.
- 11 DOT** : DOT means the Department of Transport, Abu Dhabi.
- 12 Force Majeure Event** means any act of God, act of public enemies, war, warlike acts, terrorism, restraint or direction of governments, ruler or peoples of any nation, restraint or direction from an Authority regarding emergency response, riots, strikes, lockouts, insurrections, civil commotion, civil disobedience, floods, fire, restrictions due to quarantines, epidemics, storms or any other causes beyond the reasonable control of CSP ABU DHABI TERMINAL .
- 13 Harbor Master** : Harbor Master means the harbor master appointed by the Port Authority for the Port pursuant to the Transport Regulations.
- 14 HSSE Policies** : means CSP ABU DHABI TERMINAL and Port Authority policies and procedures in relation to security, occupational safety, health and the environment, as amended or replaced from time to time.
- 15 IMDG Code** : International Maritime Dangerous Goods Code means the International Maritime Dangerous Goods Code published by the International Maritime Organization.
- 16 Lay By** means any Vessel in berth at the Khalifa Port Container Terminal for any purpose other than for receipt of Services, shelter from extreme weather or for urgent medical reasons related to the health of a crew member or passenger.
- 17 Legal Requirements** means, insofar as they may apply to a Terminal User all international, local or federal laws and Conventions and all regulations, orders, codes of practice or delegated or subordinate legislation and any building or health and

safety codes of practice so enacted or issued or which are customarily used in the UAE made thereunder and the regulations, requirements and bye-laws of the DOT or Port Authority or Customs or any other Authority.

18 Loading and Unloading means the activity of loading and discharging of Cargo , as the case may be between any place at the Terminal, trucks, vessels, barges or any other means of conveyance to and from the terminal.

19 Losses mean losses, claims, demands, fines, penalties, suits, actions, damages, interest, court costs and legal fees.

20 Master means a master of a Vessel.

21 Master's Report means the Master's report required to be completed by a Master under the Transport Regulations or as otherwise approved by the DOT or Authority.

22 Non-Standard Container means a Container accepted for transport/carriage on a Vessel which cannot be handled by means of normal use of container spreader, even with special attachments.

23 Open/Covered Storage and Parking Area and/or Container Yard mean those storage areas at the Khalifa Port Container Terminal where Containers may be held in custody of the CSP ABU DHABI TERMINAL , as instructed by the owner or Agent.

24 Out of Gauge Container means a Container that must be handled with the use of special attachments to the spreader.

25 Point of Rest means the area at the Terminal assigned for the receipt of inbound Cargo from a Vessel and from which inbound Cargo may be delivered to the Consignee's Agent or loaded on a Vessel in the case of transshipment and that area which is assigned for the receipt of outbound Cargo from Shipper's Agent for loading onboard a Vessel.

26 Port Authority means the Abu Dhabi Port Company PJSC or a port authority designated by DOT.

27 Port means Khalifa Port, Emirate of Abu Dhabi, United Arab Emirates.

28 Terminal Procedures means the policies and procedures specified by CSP ABU DHABI TERMINAL relating to the entry and exit of Vessels and persons to the Terminal and

the handling of Cargo at the Port Terminal, including the HSSE Policies and Trucking Procedures, as may be amended from time to time.

29 Port Rules means the Transport Regulations and any other Legal Requirements of DOT or the Port Authority relating to the entry and exit of Vessels and persons to Port and the handling of Cargo at the Terminal.

30 Refrigerated Container means a Container suitable for the transport and stacking of Cargo which must be kept in a refrigerated environment to maintain the condition of the Cargo.

31 RFID Tag means a radio frequency identification tag.

32 Services means any service or operation of whatsoever nature performed or provided by CSP ABU DHABI TERMINAL to a Terminal User, including without limitation container handling services, stevedoring, stuffing and stripping landing and consolidation of Containers and transport vehicle loading and unloading.

33 Stevedoring means the physical handling of Cargo onboard a Vessel for loading or unloading purposes from or to the Vessel's hook or point of discharge or load and includes the supervision and management of such.

34 Tariffs means the charges for Services as more particularly set out in the schedule hereto together with any other tariff or charge approved by DOT for Services provided at the Port Terminal, as amended from time to time and published by CSP ABU DHABI TERMINAL .

35 Terminal Facilities means one or more of the Container or other Terminal facilities for the Services.

36 Terminal User means any user of the Khalifa Port Container Terminal or Terminal Facilities, including without limitation, where used in relation to:

- a. Cargo, the owner, consignor, shipper, consignee, receiver or other person in charge of the Cargo or other respective agents (other than CSP ABU DHABI TERMINAL) in relation thereto;
- b. A Vessel, the owner or any part owner, charterer, Master or other person in charge of the vessel, disponent owner, consignee, mortgagee in possession, crew, passengers or agents;

- c. Any road or rail vehicles, the owner, agent, operator, driver or other person in charge of the vehicle, and their employees, contractors and invitees

37 Terms and Conditions means the CSP ABU DHABI TERMINAL Terms and Conditions of Use and Tariffs as may be amended from time to time in accordance with their terms.

38 Ton unless otherwise specified shall be regarded as "Freight Tons" and shall be determined by a weight Tonne of 1,000 kilos or a measurement of one cubic meter whichever is greater.

39 Transport Regulations means the Maritime Sector Transport Regulations (General and Port Operations) Second Edition – October 2010 issued by the Department, as amended from time to time.

40 Transport Vehicle means any road vehicle (including articulated vehicles, trailers and components thereof, including without limitation any twist lock or other mechanism used to secure loads) used for the carriage of Cargo in the Khalifa Port intended for loading or unloading in a Vessel or designated storage area.

41 Transshipment Cargo or Transshipment Container means cargo landed from a Vessel and placed in the custody, care or control of CSP ABU DHABI TERMINAL for the purpose of shipment on another Vessel.

42 Trucking Procedures means the CSP ABU DHABI TERMINAL procedures for the entry, exit, loading and unloading of Transport Vehicles at the Terminal, as amended from time to time.

43 Vessel means any kind of water craft or apparatus, including non-displacement craft, WIG craft and seaplanes, used or capable of being used in navigation by water however propelled or moved and also includes any kind of water craft deemed to be so by DOT.

F CONSTRUCTION

- a. The headings to Sections, Articles and the Schedule are for ease of reference only and shall not affect the construction thereof.

- b. Unless the context requires otherwise, in this Tariff the singular shall include reference to the plural and vice versa.
- c. Reference herein to any statutory provision includes reference to any consolidation reenactment or modification thereof.
- d. References to sections, articles and schedules are references to section articles and the schedule of these Terms and Conditions unless otherwise stated.
- e. For the purpose of calculating Tariff charges, charges shall be calculated per calendar day or part thereof.

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