



INTEROCEAN CARGO SERVICES PRIVATE LIMITED

7th Floor, Bahria Complex IV, Main Chaudhry Khaliq-uz-Zaman
Road, Gizri, Clifton, Karachi – 75500, Pakistan

Standard Trading Conditions (Terminal Operator)

CONDITIONS FOR TERMINAL OPERATORS

PART A - DEFINITIONS

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| 1. Terminal Operator | Includes, where the context allows, associated and subsidiary companies, and servants, agents and subcontractors of the Terminal Operator. |
| 2. User | Means any customer of the Terminal Operator to whom the Terminal Operator provides, or is to provide, services under these Conditions. |
| 3. Container | Means any container, transportable tank, flat or pallet or any similar article of transport used to consolidate goods. |
| 4. Ancillary Equipment | Includes clip on refrigerator units, refrigerator towers, trailers and chassis. |
| 5. Dangerous Cargo | Means dangerous goods as defined in the IMDG Code. |
| 6. Breakbulk Cargo | Means any cargo not stowed within a container. |
| 7. Ship | Means any vessel in respect of which the Terminal Operator provides, or is to provide, services under these Conditions. |
| 8. Cargo | Means goods including, where the context allows, containers in respect of which the Terminal Operator provides, or is to provide services under these Conditions. |

PART B - SERVICES

1. The Terminal Operator may agree to provide any of the following services in respect of ships suitable for the port and in accordance with the published tariff:
 - i. Loading and discharging of containers and cargo.
 - ii. Lashing and unlashings of containers and cargo.
 - iii. Removal and replacement of ship's hatch covers.
 - iv. Handling heavy lifts, ship's stores, passenger and crew baggage and breakbulk cargo.
 - v. Consolidation and deconsolidation, and reception, stowage and delivery of LCL cargo.
 - vi. Handling refrigerated containers.
 - vii. Services in respect of Customs examination of containerised cargoes.
 - viii. Cleaning containers.
 - ix. Storing containers.
 - x. Provision of out-turn reports for services under (i) and (v) above.
 - xi. Preparation of ship's stowage plans.
2. The User's ships shall accept or deliver containers to the limit of the capacity of the available handling equipment and may be required to move as soon as work has been completed.

3. Working hours will be in accordance with local labour agreements in force. Subject to this, and to the Port Authority making available necessary facilities, the Terminal Operator will work ships continuously seven days per week, excluding public holidays.
4. The User will pay to the Terminal Operator charges as may be agreed. Such charges are due on receipt of the Terminal Operator's invoice.

PART C - GENERAL TERMS AND CONDITIONS

1. In the event of any claim or dispute arising under these Conditions the User shall not claim or otherwise proceed against any party other than the Terminal Operator, including but not limited to any servant, agent or subcontractor of the Terminal Operator. In case the User does so, any such servant agent or subcontractor shall be entitled to the benefit of these Conditions to the same extent as the Terminal Operator and the User will indemnify the Terminal Operator against any liability or loss which the Terminal Operator may incur as a result.
2. All Bills of Lading or other contracts of carriage signed by or on behalf of the User, or under which the User is liable as a carrier, shall include a clause providing that all defences and limits of liability contained therein shall also apply in any action against the Terminal Operator. If due to the negligence or deviation of the User, or as a result of the User's agreement, any defences or limits of liability normally included in the contract of carriage do not apply, the liability of the Terminal Operator will be limited as if such defences or limits of liability did apply.
3. The User undertakes to provide to the Terminal Operator, at least 24 hours before the arrival of the ship, particulars of the movements of the ship and its cargo, in particular, but not limited to, dangerous, valuable goods and goods requiring special care.
4. The Terminal Operator may at any time refuse to accept or deal with cargo if to do so would, in the opinion of the Terminal Operator, cause difficulty to the Terminal Operator's operations in general, or risk of damage to the cargo, or other cargo or other cargo, or property belonging to the Terminal Operator or a third party, or risk of injury to any person.
5. The User will indemnify the Terminal Operator against any liability or loss arising from failure by the User to observe current Port Regulations.
6. (i) The User warrants that:-
 - (a) All particulars relating to cargo furnished by the User are accurate.
 - (b) All cargo is properly packed and labelled and, if received already stowed in containers, is properly stowed therein.
 - (c) All containers are fit for their intended purpose.
 - (d) All cargo complies with regulations and other requirements of authorities.
- (ii) The User will indemnify the Terminal Operator against any liability or loss arising from:
 - (a) Any breach of the conditions in paragraph 6(i) above.
 - (b) Provision of a container, knowingly or otherwise, the gross weight of which exceeds the maximum appropriate gross weight or loaded in such a manner that its centre of gravity is incorrect.
7. The Terminal Operator shall have the right to subcontract the whole or part of any services undertaken under these Conditions. Any subcontractor, and any employee thereof, shall have the

benefit of all provisions of these Conditions and the Terminal Operator enters into these Conditions on behalf of any such subcontractor or employee, as well as on its own behalf.

8. These Conditions are governed by the laws of Greece and all disputes and claims arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Piraeus, Greece.
9. If any provision of these Conditions is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to that provision. The validity of the remaining provisions will be unaffected, and the Conditions will apply as if the invalid or unenforceable provision had not been included

PART D - RESPONSIBILITY

1. The Terminal Operator is not responsible for any liability or loss suffered by the User by reason of the following:
 - (a) Insufficient depth of water.
 - (b) Condition of the Terminal quay berths or the approaches to them.
 - (c) Inadequacy of any buoys, moorings, lines or bollards.
2. The User remains at all times responsible for the navigation, berthing and proper management of the ship. If the Terminal Operator provides any services in connection with this, it shall not be responsible for any loss or liability that the User suffers by reason of negligent performance of such services, or otherwise.
3. The Terminal Operator is not responsible for any delay, loss of market or consequential loss. If however the Terminal Operator is found liable for such loss, this liability will be limited as in paragraph 4 below.
4. If it can be proved that loss or damage of the types specified below was caused by the fault or negligence of the Terminal Operator, the liability of the Terminal Operator shall in every case be limited to whichever is the lesser of the market value of any property lost or damaged, the reasonable cost of repair of such property, or the limits set out in the table below.

<u>Physical Loss or Damage to:</u>	<u>Aggregate Limit for any one Incident or series of Incidents</u>
Containers or Ancillary Equipment	50,000 USD
Cargo - subject to *Note below	250,000 USD
Ships	250,000 USD

***Note:**

In the case of physical loss or damage to cargo liability will be limited to the amount paid by the User (or the User's liability if this is less) under a Bill of Lading or other contract to which the carriage is subject, if this is less than the amount stated in the Table above. If through the User's act or neglect limitations of liability and defences which would customarily apply under such Bill of Lading or contract are not applied, the liability of the Terminal Operator will be limited as if they did apply.

5. The User will indemnify the Terminal Operator for any liability or loss exceeding that specified at paragraph 4, howsoever arising.
6. Instructions contained in the User's Bill of Lading, delivery order, or other documents shall entitle the Terminal Operator to deliver to the bearer thereof notwithstanding that such document provides for delivery to a named party or to his order. The Terminal Operator is entitled to assume that the person presenting such Bill of Lading, delivery order or other document is the person lawfully entitled to take delivery. The Terminal Operator is not required to verify signatures appearing on such document. The User shall indemnify the Terminal Operator for any liability or loss resulting from the Terminal Operator making delivery in conformity with this provision.
7. Notice of any claim in respect of loss or damage must be given to the Terminal Operator in writing within 30 days of the loss or damage occurring, or within 30 days of such a loss or damage being discovered, or of the date on which the loss or damage should with reasonable diligence have been discovered, if this is sooner.
8. The Terminal Operator shall be relieved of any liability under these Conditions if proceedings are not commenced and served upon the Terminal Operator within one year of the loss or damage occurring.
9. Notwithstanding anything stated above, the Terminal Operator shall not be responsible for failure to perform or delay in performing any services arising out of any of the following:
 - (i) Interruption to the electrical supply to the Terminal. The Terminal Operator is under no obligation to have available an auxiliary power supply.
 - (ii) Strikes, riots, civil commotions, lockouts, stoppages or restraints of labour, whether or not involving the employees of the Terminal Operator.
 - (iii) War, civil war, hostilities or the acts of terrorists.
 - (iv) Adverse or usual conditions of sea or weather, earthquakes, flood or fire.
 - (v) Acts, orders, regulations, or requirements of any Authority or any person purporting to act on behalf of any Authority.
 - (vi) Any other cause which the Terminal Operator could not prevent or avoid by the exercise of reasonable diligence.
10. The Terminal Operator shall have a lien on the Cargo and any documents relating thereto for all sums whatsoever due at any time to the Terminal Operator from the User and for the costs of recovering the same and the Terminal Operator shall have the right to sell the Cargo and documents by public auction or private treaty, without notice to the User and at the User's expense and without any liability towards the User.
11. The Terminal Operator shall not be liable for any loss, claim, cost or expense, except as specified in paragraphs 1-10 of Part D.