

IMPORTANT ADVICE

These General Conditions contain provisions by way of indemnity and also exclusion and limitation of liability in favour of Portland Port Group (PPG), its subsidiary and associated companies, which undertakes no obligation to effect insurance (and makes no charge for insurance) in respect to the customers, their servants, goods or liabilities. Customers are therefore advised to effect insurance themselves.

Where inconsistent with terms and conditions previously applying or understood to apply these General Conditions will prevail.

1 DEFINITIONS AND INTERPRETATION

In these General Conditions, unless otherwise expressly provided, or unless the context shall otherwise require, the following expressions shall have the meanings hereby assigned to them.

- 1.1 **‘Berth’** shall mean any berth in the Port operated by PPG and shall include any berth, quay, wharf, transit shed, pier, jetty, docks, ramp, landing place or other area situated there, and any wall and building adjoining the foreshore, sea-bed or river bed.
- 1.2 **‘Cargo handling services’** shall mean any operation or service performed or provided by PPG in connection with the receiving, delivering, loading, discharging, stowing, handling or storage of goods into or from a Shipowner’s vessel or which have been or are to be shipped on vessels using or intending to use the Berth or into or from a road vehicle upon the terms hereinafter mentioned.
- 1.3 **‘Cargo Owner’** shall mean the owner of any goods and any bailor bailee consignor shipper consignee or other respective agents in relation thereto (but shall not include PPG).
- 1.4 **‘Charges’** shall include charges of every description for the time payable to PPG in respect of services rendered including but not limited to berth hire / cargo handling and/or storage.
- 1.5 **‘Cargo’ / ‘Goods’** shall mean any cargo, goods, articles or things of any description (including any packages, pallets, cases or containers within which the said cargo, goods, articles and things may be contained), including dry bulk, liquid bulk, break bulk, project cargo.
- 1.6 **‘Container’** shall mean any empty article of transport equipment (including but not limited to dry, flat-rack, open top, pallet-wide, platform, reefer and tank containers) constructed to the specification of the International Standards Organisation (ISO) with ISO recommended lifting arrangements.
- 1.7 **‘Customer’** shall mean any person, corporation, firm or body of persons whether incorporated or unincorporated who has or brings any vessel within

PPG's harbour jurisdiction or visits the premises of PPG and/or who delivers or brings Cargo / Goods or plant onto or whose goods or plant come howsoever to be on those premises and/or who by themselves, their servants or agents avail themselves of any facility or service provided by PPG, this could include, but is not limited to a Shipowner or Cargo Owner.

- 1.8 **'Facilities'** shall mean all berths, loading / unloading areas, storage areas, roads, paths, buildings and any other facilities operated or managed by PPG at the Premises.
- 1.9 **'Owner'** when used in relation to cargo / goods includes any consignor, consignee, shipper or agent for the sale, receipt, custody, loading or unloading, handling and clearance of those goods and includes any other person in charge of the cargo / goods and his agent in relation thereto; and when used in relation to a vessel includes any part owner, broker, charterer, agent, disponent owner or mortgagee in possession of the vessel or other person or persons entitled for the time being to possession of the vessel; and when used in relation to a vehicle includes any part owner or agent or persona having charge of the vehicle for the time being.
- 1.10 **'Plant'** shall mean any vehicle, trailer (whether or not carrying or incorporating any tank or container), machine, container, fender, mooring device, or Linkspan bridge.
- 1.11 **'PPG'** shall mean Portland Port Group, its successors in title, or any subsidiary companies and any associated companies of Portland Port Group.
- 1.12 **'PPG Manager'** shall mean the General Manager, or the Marine Manager and Harbourmaster, or the Operations Manager, or the Financial and Administration Manager, or person of equivalent position, all of whom being full time employees of PPG and acting within the limits of their designated authorities.
- 1.13 **'Premises'** shall mean any Berth or other premises from where PPG provides Services.
- 1.14 **'Quay'** shall mean any quay, wharf, jetty, dolphin, landing stage or other structure used for berthing or mooring vessels, and includes any pier, bridge, road or footway immediately adjacent and affording access thereto.
- 1.15 **'Services'** shall include, without limitation to the following,: (i) in relation to Cargo, the receiving, discharging, delivering, unloading, loading, stowing, tallying, lashing, handling, inside and outside storage of the Cargo and related documentary and information technology processes; and (ii) in relation to Vessels, the berthing, unberthing and moving of Vessels.

- 1.16 **‘Stevedores’** shall mean the third party stevedore company engaged / instructed by PPG to carry out the Services at the Premises, who are, for avoidance of doubt, acting as independent third party contractors of PPG.
- 1.17 **‘Vessel’** includes any waterborne craft including but not limited to ocean vessels, feeder vessels, inland waterway vessels, of every class or description however navigated or propelled.
- 1.18 Where the context permits words in the singular shall include the plural and words in the plural shall include the singular.
- 1.19 The headings for clauses are for ease of reference only and shall not affect the construction hereof.
- 1.20 Reference to any statutory provision and regulation includes reference to any consolidation, re-enactment or modification thereof.
- 1.21 References to clauses and schedules are references to the clauses and schedules of these General Conditions unless otherwise stated.

2 APPLICATION OF GENERAL CONDITIONS

- 2.1 These General Conditions shall apply to all legal relationships between PPG and any Customer (and Shipowner or Cargo Owner) whether in respect of contract, bailment or licence (whether to enter or remain or otherwise). These General Conditions cannot be varied otherwise than in writing and signed by the PPG Manager. The acceptance by the Customer of these General Conditions may be express but even if not made expressly, acceptance will be implied from the entry by the Customer into any legal relationship with PPG. In particular such acceptance will be deemed to have been made in the event of the entry or delivery of any person, vessels, goods or plant into the harbour jurisdiction of PPG or onto or upon the premises of PPG and/or of any shipping or unit load note or the making of any other written or oral application to PPG for entry to the premises of PPG or for any service or the use of any facility by or on behalf of the Customer.
- 2.2 These General Conditions shall be applicable during such time as a Berth is being used by a vessel for the loading or discharging of the vessel’s stores or bunkers and/or at any time a berth quay is used by a vessel for the loading or discharging of cargo / goods by PPG and/or the transit shed and/or other area at the Port is being used for the receiving or delivering, loading or discharging or temporary storage and/or storage of cargo / goods by PPG.
- 2.3 If any international convention, national law or regulation is compulsorily applicable to any of the Services, these General Conditions shall, as regards such Services, be read as subject to such convention, law or regulation, and nothing in these General Conditions shall be construed as a surrender by PPG of any of its rights or immunities or as an increase of any of its

responsibilities or liabilities under such convention, law or regulation. Any part of these General Conditions which contravenes such convention, law or regulation to any extent, shall be in respect of the Services to which such convention, law or regulation applies compulsorily, be overridden to that extent and no further.

- 2.4 These General Conditions are to apply in conjunction with all existing bye-laws of the PPG via the Portland Harbour Authority and will also be subject to the specific Provisions, Articles, Orders, Bylaws, General and Specific Directions of the Portland Harbour Revision Order 1997. For avoidance of doubt, in the event of a conflict, the bye-laws will take precedence.
- 2.5 All vessels calling at Portland Port, whether berthing or anchoring within the limits of Portland Harbour, either in the Inner Harbour or the Outer Harbour, are also subject to the Portland Harbour Authority Vessel Pre-Arrival Notification Requirements which can be found at www.portland-port.co.uk unless any variation of such has been expressly agreed in writing between a PPG Manager and the Customer.
- 2.6 All vessels calling at Portland Port, whether berthing or anchoring within the limits of Portland Harbour, either in the Inner Harbour or the Outer Harbour, are also subject to the Portland Harbour Authority Limited Pilotage Directions which can be found at www.portland-port.co.uk unless any variation of such has been expressly agreed in writing between a PPG Manager and the Customer.

CUSTOMER'S WARRANTIES AND RESPONSIBILITIES:

3 NOTICE AND WARRANTY OF AUTHORITY BY CUSTOMER

- 3.1 The Customer expressly represents and warrants to PPG that it is either the owner of the Vessel and/or Cargo and/or Goods and/or Containers, or agent authorised to contract with PPG on these General Conditions in respect of the Vessel and/or Cargo and/or Goods and/or Containers (as appropriate). The Customer also expressly represents and warrants that it is accepting these General Conditions not only for itself but also as authorised agent for and on behalf of the owners, operators, charterers or agent (as appropriate) of the Vessel and owner of the Cargo and/or Goods and/or Containers and any other person who is or may become interested in the Cargo (as appropriate).
- 3.2 The use of any of the Services and/or Facilities by the Shipowner or Cargo Owner, entry of the Premises or berthing of any Vessel at a Berth (or any combination of the foregoing) shall be deemed to constitute notice of and agreement to these General Conditions.
- 3.3 By accepting the Services subject to these General Conditions, the Customer / Shipowner / Cargo Owner agrees to indemnify PPG in respect of all

liability, costs, expenses, damages and losses and other consequences whatsoever arising in the event that the Cargo Owner and/or third party alleges that no such authority has been given to the Customer / Shipowner / Cargo Owner, or that the Cargo Owner and/or third party lacks authority in any respect.

4 REQUEST FOR SERVICES AND INFORMATION IN WRITING

4.1 **Request for Services** - At least twenty-four (24) hours or such other reasonable period as may be agreed in writing by PPG before (i) the estimated arrival of a Vessel; or (ii) the first date from which the Services are required, whichever is the earlier, the Customer will provide PPG with written details by electronic communication or by post of the Services required and (as appropriate):

4.1.1 information about the import Cargo (type/description, any special characteristics, weight, number and dimensions), details of the on-carriage from the Premises the name of the Vessel, the Vessel particulars (type, length, draught, beam and any special berthing requirements), and the estimated time of arrival ('**ETA**') of the Vessel; or

4.1.2 information about export Cargo (type/description, any special characteristics, weight, number and dimensions), details of the pre-carriage to the Premises, the name of the Vessel, the Vessel particulars (type, length, draught, beam and any special berthing requirements) and the ETA of the Vessel; and/or

4.1.3 information about the storage required by the Cargo (duration, type, location, any special requirements / characteristics, size/amount), if storage is required, in addition to the information and details to be provided at Clauses 4.1.1 and 4.1.2., or

4.1.4 in accordance with any contractual arrangement to provide the Services over a period of time

4.2 **Acceptance of request for Services** – PPG may accept or reject, in whole or in part, any request for Services and/or any Vessel (whether previously accepted or not). PPG shall not be obliged to provide a Berth and/or any Services until it has accepted the request for Services in writing by electronic communication or by post.

4.3 **Pre-advice information** – At least twenty-four (24) hours or such other reasonable period as may be agreed in writing by PPG prior to the ETA of a Vessel or from the first date from which the Services are required, the Customer will provide a bill of lading or other form of written notification including all the information relating to the Cargo and the Vessel set out in Clause 4.1 above and confirmation together with supporting documents (provided to PPG's satisfaction) that the Cargo has been cleared for the purposes of any relevant customs authority (where applicable).

4.4 For avoidance of doubt -

- 4.4.1 all orders by telephone must be immediately confirmed in writing and PPG will not, in any case, be responsible for its servants failure to comply, or for any errors by its servants in complying with such orders where they are communicated by telephone and are not promptly so confirmed in writing; and
- 4.4.2 orders for shipment of goods and for delivery of imported goods can be acted upon only after receipt of written authority from the Customer / Shipowner and/or Cargo Owner and/or their agents, and proof of compliance with all Customs and other official formalities.

5 QUANTITY AND DESCRIPTION OF GOODS

5.1 DOCUMENTATION

- 5.1.1 All manifests shipping notes / advice, consignment notes, packing lists, documents of title and instructions and orders concerning cargo handling services must be lodged in writing with PPG between the hours 0800 to 1600 Monday – Friday inclusive and not less than 72 hours (excluding Bank or other National holidays) before the relevant service is required to be or is to be performed or provided.
- 5.1.2 Any tally of goods prepared by PPG in connection with the loading or discharging of any vessel or vehicle or railway wagon shall be the property of PPG, which shall not be under any obligation to disclose such document to any other party as the standard of accuracy required for PPG's purposes is such that they record only approximate quantities and do not need to record marks. Thus the accuracy of any document based whether wholly or partially upon such tallies shall not be presumed by any other party unless and until such accuracy is confirmed by PPG in respect of the document in question.
- 5.1.4 Where goods received from a vessel by a Customer / Cargo Owner are damaged or less than the quantity stated on the relevant Bill of Lading (or similar document evidencing receipt, including waybill), the Customer / Cargo Owner may request PPG in writing to provide within a reasonable period of time an Outturn for the goods described on the Bill of Lading applicable thereto for the purposes of assisting him in making a claim in respect of the cargo or shortfall.

5.2 ACCURACY OF PARTICULARS OF CARGO

- 5.2.1 The Customer / Shipowner shall be deemed to warrant the accuracy of all descriptions, values, weights and other particulars of any Cargo and/or Goods supplied to PPG for any purpose whatsoever or marked thereon in relation to cargo handling services and shall indemnify PPG against all proceeding

claims, expenses and pecuniary penalties that PPG may suffer or incur as a result of any inaccuracy or omission therein. In the event that the particulars of the Cargo and/or Goods provided are inaccurate, PPG at its discretion can refuse to provide the cargo handling services and/or storage services agreed to be provided, and no recourse shall be available to the Customer / Shipowner.

- 5.2.2 PPG shall be permitted by the Customer / Shipowner / Cargo Owner to give any particulars furnished above to whosoever PPG deems necessary. The Customer shall be bound by and deemed to warrant the accuracy of all descriptions, values and other particulars furnished to PPG and undertakes to indemnify PPG against all losses, damages, expenses and fines arising from the inaccuracy in or omission from the above particulars even if such inaccuracy or omission is due to any negligence on behalf of PPG, its employees, servants, agents, contractors or sub-contractors.

5.3 BILLS OF LADING

- 5.3.1 The Shipowner for a vessel which is intended to sail to or from a Berth shall be the agent of PPG for the purposes of agreeing with the Cargo Owner(s) in his usual contract of carriage to exempt or limit the liability inter alia of PPG whether as agent sub-bailee stevedore or independent contractor or otherwise howsoever.
- 5.3.2 The Shipowner shall, in its bills of lading, shipping notes and notices to shippers or similar documentation regarding conditions for carriage for receiving / delivering goods ("Carriage Documentation"), use its best endeavours to provide that whether or not PPG is acting solely for the Shipowner:
- 5.3.2.1 PPG shall have the benefit of all provisions therein exempting or limiting the liability of the Shipowner,
- 5.3.2.2 The law governing such provisions so far as relating to PPG shall be English Law determined by English Courts, and
- 5.3.2.3 Such provisions so far as relating to PPG shall be applicable to the period that the Cargo / Goods are at or on the Premises or a vessel thereafter.
- 5.3.3 PPG hereby accepts the benefits of such provisions and appoints the Shipowner as PPG's agent for the purpose of entering into the contracts of carriage evidenced by the Carriage Documentation.
- 5.3.4 If such Carriage Documentation do not so provide then the Shipowner shall, without prejudice to any other rights of PPG herein, indemnify PPG against all proceedings claims and expenses (including legal costs on a full indemnity basis) arising out the failure to so provide.

6 CONDITION OF GOODS AND PLANT

- 6.1 The Customer represents and warrants that any Cargo / Goods and/or Plant which it delivers to or causes to be upon PPG premises:-
- 6.1.1 has been properly and sufficiently prepared, packed, stowed, labelled or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations affecting the Cargo, including but not limited to shipping, cargo handling, dispatch, customs and like purposes;
- 6.1.2 requires for its safekeeping no special protection (other than as may be agreed in writing between the parties) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage or proximity to other cargo or from inflammability but will remain safe if left standing in the open or in covered accommodation at the Premises;
- 6.1.3 will not contaminate or cause danger, injury or pollution or damage to any person, the Premises, the Facilities or any other cargo, equipment or ship or the environment adjacent thereto or generally;
- 6.1.4 is not infested verminous, rotten or subject to fungal attack and not liable to become so while being handled;
- 6.1.5 other than as may be agreed in writing between the parties, is not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;
- 6.1.6 if not overheated or under-heated or liable to become so whilst at the Premises; and
- 6.1.7 contains no drugs, prohibited or stolen goods, contraband, pornographic or other illegal matter or substances or stowaways, or other illegal matter
- 6.2 The Cargo / Goods are to be properly marked with warnings as to the hazardous nature of any contents and the precautions to be taken in handling the same and with such warnings as may be necessary for ensuring the safety and health of all persons likely to handle or come into contact with the Cargo / Goods or their contents in the event of the escape of anything injurious therefrom.
- 6.3 Where PPG incurs any expense due to the Customer's breach of any of the warranties set out in this Condition or in taking any steps which PPG shall consider to have been reasonably required to remedy the same, or to comply with the lawful requirements of The Department of Transport HM Customs and Excise, the Police, the Health and Safety Executive, the Public Health Authority or any similar body, its officers and agents in respect to the goods, the same shall be chargeable to and payable by the Customer concerned.

- 6.4 Where PPG reasonably suspects that a breach of any warranty under this clause has been, or might be, committed, PPG is entitled to refuse to accept any Cargo / Goods and/or Plant into its premises, and if Cargo / Goods and/or Plant have been accepted PPG may nonetheless reject them and require their removal; and in that event the Customer shall be entitled to no recompense other than a refund of charges made, less the value of any damage caused by such Cargo / Goods and/or Plant and any handling or other operating costs incurred by PPG.

7 DUTIES AND TAXES

- 7.1 The Customer shall be responsible for, and reimburse PPG for, all duties, taxes, imposts, levies, deposits and outlays of whatever nature levied by any authority and/or any expenses incurred in complying the requirement of any authority in relation to the Cargo or the Vessel or to both.
- 7.2 In the event that any part of the Berth or any part of the Premises which are being used mainly by the Customer is separately assessed to non domestic / local authority rates or other such charges as a result of such activities by the Customer, the Customer will be responsible for paying such rates in full.
- 7.3 It is not the intention of PPG or the Customer that the Customer be granted exclusive use of any part of the berth or Premises and in carrying out the Services PPG will use any area of the Berth and Premises which is convenient to it at the relevant time.

8 COMPLIANCE WITH LAWS AND DIRECTIONS

The Customer shall ensure that it, and shall procure that any person acting on its behalf, shall comply with all:

- 8.1 applicable laws and legal requirements relating to the Vessel, the Cargo, the Premises or the use of the Facilities;
- 8.2 the provisions of all licenses, permits, consents and all directions given by any competent authority in respect of the Vessel, the Cargo, the Premises or the use of the Facilities; and
- 8.3 the directions, instructions, notifications, signage and marking, security, health and safety and environmental procedures and policies notified by PPG or its landlord from time to time (each of which will be deemed to be incorporated into these General Conditions).

9 RESTRICTIONS REGARDING CARGO

- 9.1 Goods of an inflammable, explosive, dangerous, hazardous, poisonous, tainted, infested, contaminated or offensive nature (“Dangerous Cargo / Goods”) shall not be brought into or dealt with at PPG’s premises unless and

until a declaration and notice by the owner or depositor in writing shall have been given to an authorised PPG personnel of their nature, quality and quantity.

- 9.1.1 The declaration and notice in writing from the Customer will include such information as is necessary for it to perform its obligation in connection with the Dangerous Cargo / Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing) including without limitation information about the characteristics of the Dangerous Cargo / Goods, the appropriate manner and method of storage, handling and transportation and the Dangerous Cargo / Goods (when unitised or in a Container) must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Cargo / Goods and so as to comply with all applicable laws, regulations and requirements.
- 9.1.2 The PPG Manager's express consent shall have been first obtained, in writing, and then only upon such terms and conditions as may have been arranged, and in compliance with all applicable laws, regulations and requirements, and in accordance with PPG's own directions, regulations and byelaws.
- 9.2 Without prejudice to Clause 9.1, where PPG undertakes to handle explosives (defined as substances and articles listed under Class 1 of the International Maritime Dangerous Goods Code as published by the International Maritime Organisation) or consents to the handling of explosives on its premises by others, the Customer shall, subject to the undernoted limit, bear and pay for any damage or injury which may be caused to any property belonging to PPG and for any expense to which PPG may be put by reason of or in consequence of a fire or explosion involving the explosive. Further, the Customer shall, subject to the said limit, indemnify and keep indemnified PPG from and against all actions, claims, demands, costs, losses, charges, damages and expenses which may be brought or made upon PPG or which may pay, bear or be incurred or in connection with the handling of the explosives. The Customer shall be required to provide a letter of confirmation from their insurance company that the said indemnity is underwritten by a policy of insurance, quoting the policy number and the period of insurance.
- 9.2.1 The limit under the foregoing paragraph shall be £3,000,000 in respect of any one accident or series of accidents arising out of one occurrence. This indemnity shall apply whether or not any accident or occurrence is caused by the negligence or default of PPG or its servants or agents, contractors or sub-contractors.
- 9.3 All extra costs, charges and expenses incurred by PPG in handling goods of a dangerous, hazardous, poisonous, tainted, infested or contaminated nature shall be repaid by the Shipowner of the vessel on which they were or were to be consigned and/or the Cargo Owner.

- 9.4 If the Customer fails to give prior written notice of the nature of any Dangerous Cargo / Goods and PPG is unaware of its nature and the necessary precautions to be taken and if, at any time, it is deemed by PPG to be a hazard to life or property, the Dangerous Cargo / Goods may, in PPG's sole discretion and as circumstances may require, be destroyed or rendered harmless without compensation to the Customer. The Customer shall be liable for all loss, damage, delay or expenses arising out of the destruction or rendering of the Dangerous Cargo / Goods harmless.
- 9.5 PPG will not deal with Cargo / Goods which is sensitive to the weather unless it receives a prior letter of indemnity given to PPG by the Customer, in a form acceptable to PPG, indemnifying PPG, its servants and agents and holding harmless in respect of any liability, loss, damage or expense of whatsoever nature which PPG, its servants or agents may sustain by complying with the Customer's request of dealing with weather sensitive Cargo / Goods.

10 REMOVAL, DISPOSAL AND DESTRUCTION OF CARGO

10.1 PROMPT SHIPPING AND REMOVAL OF GOODS

All goods deposited upon any of the quays or wharves, or in any of the sheds or premises of PPG shall be shipped or removed therefrom with all due diligence and at latest within 4 days from time of final discharge of the vessel for incoming traffic or 12 days from the time of their being first brought or deposited thereon for outgoing traffic and any goods remaining beyond that time shall incur rent charges in accordance with the tariff and may be removed and dealt with PPG in accordance with Condition 10.

10.2 DISPOSAL OF PERISHABLE CARGO / GOODS:

- 10.2.1 Where PPG is in possession of perishable goods of any nature which are not taken up immediately upon arrival or which are liable for any reason to perish before shipment or delivery which, in the opinion of PPG are insufficiently addressed or marked or are otherwise so unidentifiable that PPG cannot determine on what vessel they should be shipped or to whom they should be made available for collection, PPG may sell or otherwise dispose of such cargo without any notice to the customer, sender, owner or consignee of the goods.
- 10.2.2 All charges and expenses arising in connection with the sale or disposal of the Cargo / Goods shall be payable by the Customer.
- 10.2.3 In event of a sale, payment or tender of the net proceeds of sale, after deduction of the aforesaid charges and expenses and all other sums due to PPG under these conditions, shall discharge all liability of PPG to any person, firm or corporation in respect of the Cargo / Goods.

10.2.4 The Customer shall remain liable for any charges or other amount due to PPG which are still outstanding.

10.3 DISPOSAL OF NON-PERISHABLE CARGO / GOODS

10.3.1 PPG shall be entitled to sell or otherwise dispose of all non-perishable goods which, in the opinion of PPG, are insufficient or incorrectly addressed or marked or are otherwise so unidentifiable that PPG cannot determine on what vessel they should be shipped or to whom they should be made available for collection or which are not collected or accepted by the consignee, upon giving twenty-one (21) days notice in writing to the Customer (if known) or the publication of such notice in the Port Office at Portland Port, Dorset.

10.3.2 All charges and expenses arising in connection with the storage, sale or disposal of the goods shall be payable by the customer, and, in the event of a sale, payment or tender of the net proceeds of the sale after deduction of the aforesaid charges and expenses, and all other sums due to PPG under these conditions, shall discharge all liability of PPG to any person, firm or corporation in respect of the Cargo / Goods.

10.2.3 The Customer shall remain liable for any charges or other amount due to PPG which are still outstanding.

10.4 DISPOSAL OF EMPTY CASES, PACKAGING ETC

10.4.1 After shipment or other removal of goods from PPG's premises any package, case, pallet, container or other thing which conveys or supports cargo, remaining empty or substantially empty and unused shall be removed by the Customer within twenty-eight (28) days of such shipment or other removal of the goods or their becoming empty or substantially empty (as the case may be).

10.4.2 If the Customer fails to remove those items within that period or such further period as PPG may in writing agree to allow, PPG may for their sole benefit dispose of them (whether by sale, gift, destruction or otherwise) and shall not be liable, answerable or accountable to the Customer or any person interested in such items for so doing or for the proceeds of any such disposal.

10.5 DESTRUCTION OF HARMFUL GOODS

10.5.1 Where any Cargo / Goods are, or while in the custody of PPG or its employees, agents, independent contractors, sub-contractors or sub-agents become noxious, hazardous, inflammable, explosive or in any way dangerous or otherwise likely to cause damage (which includes Cargo / Goods which are infectious, diseased or verminous or likely to harbour or encourage infection or disease or vermin or other pests) whether alone or in combination with other cargo / goods and whether or not by reason of the act or omission of any person, PPG or the person in whose custody the Cargo /

Goods then are shall be at liberty to destroy or otherwise deal with the goods as in its or his discretion may seem desirable for the purpose of rendering the goods harmless.

- 10.5.2 Where this Condition applies the Customer shall indemnify PPG against all loss, damage, costs and expenses arising out of or in connection with the fact or matter by reason whereof this paragraph applies.

11 PROVISION OF THE SERVICES BY PPG

- 11.1 Subject to these General Conditions, PPG shall provide supervision and labour as available and necessary plant and equipment for the discharging, loading, receiving, delivering, stowing, handling and storage of Cargo / Goods at the Berth and on the Premises. Details regarding the Services provided (pursuant to what is requested by the Customer and agreed to be provided by PPG) is set out in Schedule A.

- 11.2 PPG shall not be under any obligation to receive or handle Vessels or road vehicles at the Berth and/or on the Premises in any particular order. For avoidance of doubt:

- 11.2.1 PPG shall not be liable to pay or refund demurrage or any other compensation for the loss of use of vessels or vehicles or for their not being ready in time, nor to make good any other loss or damage suffered as a result of delay or interruption in the handling of vessels or vehicles or in receiving goods into or delivering them out of PPG's premises.

- 11.2.2 The Customer shall ensure that the vessels and vehicles arrive and are handled and depart in conformity with the requirements and regulations of PPG, its Marine and Operations Staff, and other officials as well as the lawful requirements of The Department of Transport HM Customs and Excise, the Police, the Health and Safety Executive, the Port Health Authority or any similar body.

- 11.3 PPG shall be entitled not to commence cargo handling services until a suitable berth, quay, and, if required, transit shed or storage area and suitable plant and equipment are available and the Stevedores and/or sufficient port operations workers and other employees are available to perform cargo handling services on the Vessel, the quay or in the transit shed or storage area. After the commencement of cargo handling services, they will be continued as and to the extent that the Stevedores, and plant and port operations workers and other employees are reasonably available in all circumstances from time to time bearing in mind the need to meet the requirements of other uses of the Port. No liability shall attach to PPG in consequence of its not commencing or continuing cargo handling services for the reasons specified in this Clause.

- 11.4 **Further, PPG maintain that:-**

- 11.4.1 Allocation of Berths requested by the Customer is always subject to availability.
- 11.4.2 Upon berthing, the Vessel shall immediately and at all times provide adequate lighting, equipment and appropriate offers and crew aboard to permit loading and unloading (as reasonably required by PPG) at any time.
- 11.4.3 PPG may in its absolute discretion require a Vessel to be moved from its Berth and/or require a Vessel to be moved from one Berth to another, including without limitation on the grounds of safety, in order to avoid disruption to the operation of the Premises or in the event of Vessel breakdown.
- 11.4.4 The Customer shall procure that the Vessel shall vacate the Berth without undue delay upon completion of the Services unless otherwise agreed in writing by PPG.
- 11.5 The Customer shall ensure that all loading, stowage and discharge plans are provided to PPG and the Stevedores in advance (in the event that dunnage is not required to be supplied at least 3 working days in advance, and in the event that dunnage is required at least 14 working days in advance) so that PPG and the Stevedores can carry out the Services without delay and once the Berth / Facilities and/or Stevedores becomes available.
- 11.5.1 For avoidance of doubt, any delay due to the failure on the part of the Customer to provide the loading, stowage and discharge plans within the time frame as required by PPG would be for the Customer's account and PPG will not be liable for any loss and/or damage due to the delay, PPG will at its full discretion be allowed to allocate the Berth, Facilities and/or the Stevedores to another customer / vessel.
- 11.5.2 Extra charges may be levied by PPG in the event that the delay caused by the failure to provide the loading, stowage and discharge plans leads to loss and expenses suffered by PPG's Stevedores, and independent contractors.
- 11.6 PPG may decline at any time to perform or provide or (within reasonable time after detrimental information as to the nature of the Services required is learnt by PPG) to continue to perform or provide all or any work or Services. PPG also reserves the right to suspend the provision of any Services at any time in the event of a breach of these General Conditions. Further, no liability shall attach to PPG in consequence of its not commencing or continuing the Services for the reasons specified in Clause 11.3.
- 11.7 PPG and the Stevedores shall perform or provide such of the Services as PPG and the Stevedores in its reasonable discretion considers appropriate and expedient for each vessel and its cargo or for particular goods unless instructed to the contrary in writing by the Shipowner or Cargo Owner,

including the use such plant and equipment on the Services required as it considers suitable for the type of cargo.

- 11.8 Subject to specific written instructions given to PPG by the Customer and accepted by PPG in writing, PPG reserves to itself complete freedom in respect of the means and procedure to be employed in the receipt, collection, unitisation, stuffing, stripping, storage, packing, carrying, handling, tallying, loading, discharging or delivery of goods. If in PPG's opinion, the interests of the Customer so require, PPG may deviate from the customer's instructions (whether or not accepted by PPG) in any respect and any expenses reasonably incurred thereby shall be for the customer's account.
- 11.10 All stevedoring or other operations to be performed by PPG or the Stevedores shall be performed in accordance with the normal working practices of PPG. PPG reserves the right to alter such working practices at any time and without prior notice to the Owner or his haulier.
- 11.11 Without prejudice to the generality of the above Clause, in the event that a cargo is exceptionally difficult and/or onerous to work due to the unsoundness of the cargo, bad or collapsed stowage, damage to the cargo or the Vessel or any other matter thereby causing unreasonably difficult or onerous conditions, then PPG may in its absolute discretion elect whether to perform or provide or continue to perform or provide the Service and if it should so elect to do so, to inform the Shipowner and/or Cargo Owner that PPG shall not be liable for any loss and/or damage caused (even in the event that the loss and/or damage is caused by the negligence of PPG, its servants, agents or independent contractors) to the Cargo and/or the Vessel including any claim for loss of use or loss of a particular market. The Shipowner or Cargo Owner shall indemnify PPG against all proceedings, claims and expenses arising out of, or in connection with any such election by PPG including all proceedings, claims and expenses relating to the handling of cargo on the quay or in a shed or store. PPG and/or the Stevedores, by reason of its specialised knowledge shall be the sole arbitrator as to whether a cargo is exceptionally difficult and/or onerous to work.
- 11.11.1 For avoidance of doubt, PPG shall have the right, having made an election, to subsequently reverse the election in the light of circumstances then prevailing and no liability shall attach to PPG thereby.
- 11.11.2 Extra charges may be levied by PPG to handle unsound cargo and cargo that is exceptionally difficult and/or onerous to handle, and such extra charges and any costs and expenses incurred by PPG in such respect shall be repaid by the Customer, and/or Shipowner of the Vessel on which the cargo was or was to be consigned and/or Cargo Owner.
- 11.12 In the event that the Customer and/or Shipowner and/or Cargo Owner requires services in addition to what is described Schedule A, PPG may / can agree to the provision of such Services (Special), details of which can be

found at Schedule B. Extra charges will be levied by PPG in relation to the provision of such Services (Special).

12 PROVISION AND USE OF GEAR, ETC.

- 12.1 The Shipowner shall permit PPG and the Stevedores the full use of all lighting, cranes, gantries, winches, derricks, runners and tackle on the vessel and shall supply full power therefor and lighting at all times without charge. The Shipowner shall provide all necessary standing and running gear, hatch and winch tents, gear and dunnage.
- 12.2 All the equipment and gear referred to in Clause 12.1 shall be maintained in good working order by the Shipowner and before work commences the Shipowner shall produce to PPG a current certificate for test for such equipment and gear showing the same meets the requirements of any statute, order or regulation then in force in the United Kingdom.
- 12.3 To the extent that the equipment and gear referred to in Clause 12.1 is not available to PPG or is not maintained or certified in the manner specified in Clause 12.2, PPG shall be at liberty at its discretion and subject to availability to supply the same at the expense of the Shipowner in accordance with PPG's standard rates current from time to time. See also Schedule B.
- 12.4 The Shipowner shall indemnify PPG against any claim in relation to any accident howsoever arising out of or caused or contributed to by any defect in the equipment or gear referred to in Clause 12.1.

13 WORKING PERIODS

- 13.1 PPG shall not be bound to do any work outside the normal hours of 0800 to 1700 Mondays to Fridays, or on UK Bank and Public Holidays, unless otherwise agreed in writing by PPG, and PPG shall be entitled to make additional charges for any work done outside such hours, and days, at the customer's request.
- 13.2 Shipwork performed at the request of a Shipowner or Cargo Owner for more than 8 consecutive hours between 0800 hrs Monday and 0800 hrs Friday, will be subject to additional charges as specified by PPG from time to time subject to a minimum charge of 4 hours per gang.
- 13.3 Work performed at the request of a Shipowner or Cargo Owner outside the periods of Monday – Friday as agreed by PPG will be subject to additional charges as specified by PPG – subject to a minimum charge of 4 hours per gang.
- 13.4 Work performed at the request of Shipowner or Cargo Owner on Bank and other National Holidays (i.e. between 0800 hours on a Bank or other National Holiday and 0800 hours the following day) as agreed by PPG will be subject

to additional charges as specified by PPG from time to time subject to a minimum charge of 8 hours per gang.

- 13.5 PPG reserves the right to commence shipworking on the vessel at any time on any day and to work for 12 consecutive hours thereafter (“the First Working Period”) at no additional cost to the Shipowner or Cargo Owner, but in such event the provisions of Clause 13.7 shall apply.
- 13.6 The Shipowner or Cargo Owner may request that arrangements be made for 24 hours-a-day shipworking on the vessel. In such event, and subject to the agreement of PPG, PPG shall provide shipworking on that vessel for the first 12 consecutive hours (“the First Working Period”) in each 24-hour period at no additional cost to the partying requesting such working arrangement, but in such event the provisions of Clause 13.7 shall apply.
- 13.7 In consideration of each occasion that PPG provides shipworking gangs to work a vessel during the First Working Period at no additional cost to the Shipowner or Cargo Owner pursuant to Clauses 13.5 or 13.6, the Shipowner or Cargo Owner shall employ PPG to work the vessel during the next following 12 consecutive hours (“the Second Working Period”) and to provide such number of shipworking gangs therefor as is considered reasonable by PPG. In such event, shipwork performed or provided in the Second Working Period will be subject to additional charges as specified by PPG from time to time.

14 CHARGES AND PAYMENT OF DUES AND CHARGES

- 14.1 The charges for the utilities and/or Services provided by PPG and/or Stevedores are in accordance with the terms provided by PPG upon receipt of the Customer’s instructions and thereafter accepted by the Customer. Such acceptance will be regarded in accordance with Conditions 2 and 3. These terms include payment terms which stipulate when payments are (subject as provided below) payable by the Shipowner or, in respect of the delivery of Cargo / Goods, the Cargo Owner, and unless otherwise agreed by PPG, without reduction or deferment on account of any queries, claim, counterclaim or set off.
- 14.2 PPG reserves the right to charge interest at the rate of **4%** per annum above the base rate of Lloyds Bank plc on all accounts overdue and such interest shall accrue on a daily basis until payment is received.
- 14.3 PPG may, subject to any statutory requirements to the contrary, at any time demand payment by standing order or prepayment of the whole or part of its charges.
- 14.4 Notwithstanding the above, if any Statute or Statutory Instrument shall become compulsorily applicable to the cargo handling services performed hereunder, the Shipowner will reimburse PPG any extra cost occasioned

thereby for the duration that such Statute or Statutory Instrument shall apply or until such time as the said extra costs shall be incorporated in PPG's charges for the facilities and Services rendered.

- 14.5 No undertaking by PPG to collect from a consignee or any other person any sum payable to the Customer and no demand by PPG on such person shall constitute a waiver or release by PPG of any rights against the customer.
- 14.6 No vessel will normally be permitted to leave the berths until all dues and charges have been paid and written authority has to be obtained from the Marine Department prior to the departure of the vessel. See also Clause 16.3.
- 14.7 PPG may refuse to deliver or release goods until all charges incurred in relation hereto have been paid but pending such delivery or release any charges accruing on a daily basis or other periodic basis shall continue to accrue.

15 LIEN ON VESSEL AND GOODS WITH POWER OF SALE

- 15.1 Without prejudice to any other rights and remedies that PPG may have under these General Conditions or otherwise, PPG shall have a general as well as specific lien on the Cargo and goods, and any documents relating thereto, and the Containers for all sums whatsoever due at any time to PPG under these General Conditions or otherwise.
- 15.2 For avoidance of doubt PPG may exercise, upon all Cargo, goods and plant in its possession a lien, not only for any charges and expenses due thereon, but also for moneys owing by the owners to PPG on any account, and in the event of any such charges, expenses and moneys not being paid within 10 days of the notice of the exercise of any such lien, PPG may sell the goods and apply the proceeds towards the satisfaction of all such charges, expenses, and moneys on whatsoever account owing and also such charges and expenses arising during the exercise of any such lien. If the Customer has sold or shall sell the goods being the subject of the lien, PPG may at their option accept the proceeds of such sale or some interest or charge in or over such proceeds in substitution of their lien as a condition for releasing the goods.
- 15.3 PPG shall also be entitled to refuse to allow a vessel to leave the Port until:
 - 15.3.1 all charges claimed by PPG for the Services whether in relation to that Vessel (whenever performed) or to other vessels of the Shipowner, have been paid or secured to the satisfaction of PPG; and
 - 15.3.2 security to the satisfaction of PPG has been given in relation to claims for indemnity pursuant to the General Conditions against the Shipowner (whether or not such claims arise in relation to that or another vessel).

16 LIABILITY - PROOF OF NEGLIGENCE

PPG shall be liable for loss or misdelivery of or damage to goods or plant or any deficiency therein if, it be proved by the Customer (otherwise than by evidence only of such loss, misdelivery, damage or deficiency of or to the goods or plant when in PPG's possession or power) to have been caused by the negligence of PPG or their directly employed salaried staff.

17 FORCE MAJEURE

17.1 PPG shall not be liable for any failure to perform or provide any of these General Conditions or for an loss or damage arising from or resulting from Act of God; casualty (including fire or explosion) unless caused by the negligence of PPG, its servants or agents; damage; breakdown; any consequence of war or hostilities (whether war be declared or not); riots, civil commotions or invasions; industrial disputes or actions of any nature; storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; act of any Government or any other cause or event which could not be avoided and the consequence whereof could not be prevented by exercise of reasonable care by PPG.

17.2 Force majeure events also include but are not limited to the following:

17.2.1 Restrictions imposed directly or indirectly by HM Government or any person, corporation or body acting under statutory powers.

17.2.2 Theft or wilful damage unless proved by the Customer to have been committed by the directly employed salaried staff of PPG.

17.2.3 Inherent vice of the goods; specifically to include sprouting and greening of potatoes.

17.2.4 Vermin, insects, fungal attack, rot or corrosion.

17.2.5 Heat or cold including heat within the goods themselves and unintended exposure to natural or artificial light.

17.2.6 Improper or insufficient packing, marking, documentation or labelling.

17.2.7 Any act of PPG, its servants or agents, which though deliberate, are reasonably necessary for the safety or preservation of persons, the premises and or any goods thereat.

17.2.8 Late receipt of Customs entries or delivery or landing orders, disputes in respect of documents or declarations made for entry purposes by or on behalf of any person, delay in passing Customs entries or obtaining clearance of any goods or omission of information from or a misstatement in any order to PPG relating to the goods.

18 LIMITATION OF LIABILITY

PPG shall only be liable under these General Conditions for physical loss of or damage to any vessel or other property of the Shipowner or to any goods or other property of the Cargo Owner and such liability will only apply to physical loss or damage to the extent that such loss or damage exceeds £150 per occurrence or incident and is limited to occurrences proved to be caused solely by the negligence of PPG or its employees acting in the course of their employment during the performance or provision of cargo handling services hereunder provided that:

- 18.1 **Loss or damage to Vessel** - PPG's liability in respect of physical loss or damage to any vessel of the Shipowner shall not exceed £5 million per occurrence.
- 18.2 **Loss or damage to Cargo / Goods** - PPG's liability shall be limited to the cost of the goods or plant lost, misdelivered or damaged or the market value thereof or the cost of replacing or repairing the same or £1,200 per tonne of the gross weight of the goods or plant concerned, whichever shall be the least.
 - 18.2.1 Whilst PPG will use its best endeavours to collect and segregate at the Berth any loose pieces of Cargo / Goods as appropriate, according to mark and delivery the same to consignee, PPG shall not be liable for any loss or damage whatsoever arising out of or consequent on such collection and/or segregation.
 - 18.2.2 PPG shall be under no obligation to rebind such loose goods to a greater standard than is deemed by PPG to be reasonable for the temporary storage or safe onward transportation of such Cargo / Goods, and in particular, PPG shall not be required to re-pack / re-bind to the same standard as the Cargo / Goods were in when originally packed / bound.
- 18.3 **For avoidance of doubt** - In relation to Cargo / Goods received for delivery or otherwise handled by PPG, PPG shall not be liable to the Cargo Owner nor to the Shipowner as bailee of the Cargo / Goods for (i) any misdelivery due to misleading or faint markings or absence of markings or (ii) any loss or damage arising from defects in the Cargo / Goods or the packaging thereof.
- 18.4 **Delay** - PPG accepts no responsibility whatsoever and howsoever arising (including negligence) with regard to any failure to adhere to any timeframe or any delay in the performance of the Services (including in relation to the Cargo or the Vessel (or for any demurrage or detention charges incurred (whether in relation to the Vessel, Containers, rail wagons, road haulage or otherwise) by the Customer.

- 18.5 **Entire Liability** - Save as set out in Clause 18, PPG shall not be liable for loss of or damage to any Vessel, Cargo or Container howsoever arising (whether caused by negligence or otherwise).
- 18.6 **Exclusion of Liability for Certain Losses** - Notwithstanding any other provision of these General Conditions, but subject to Conditions 18.8.1 and 18.8.2, PPG shall have no liability for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims (in each case whether direct or indirect) or for any indirect or consequential loss in respect of all claims, losses or damages, whether arising in tort (including negligence), bailment, breach of contract, breach of statutory duty or otherwise under or in connection with these General Conditions, performance or failure or delay in performance of the Services of any obligation under these General Conditions (“Claims”).
- 18.7 **Overall Liability Limit** - Notwithstanding any other provision of these General Conditions, but subject to Clause 18.8 the liability of PPG in respect of any claim shall be limited to the Charges payable in respect of that part of the Services to which the Claim relates.
- 18.7.1 Notwithstanding the above, PPG shall have the right in any circumstances to elect or to rely on (in the alternative) any relevant statutory provisions providing for limitation or exclusion of liability.
- 18.7.2 For avoidance of doubt, it is hereby declared that PPG’s liability in respect of any physical loss or damage whether in contract or in tort shall not extend outside the minimum and maximum limits specified in Clauses 18.1 and that the Shipowner and/or the Cargo Owner whichever to be at the discretion of PPG will indemnify PPG against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under this Clause so far as the amounts so claimed are outside the exclusions or limits prescribed in Clause 18.1.
- 18.8 **Exceptions** - PPG shall not be under any liability whatsoever for any personal injury or fatality, except where PPG is proven negligent, nor for loss damage or delay caused to vessels or Cargo / Goods arising as a result of the characteristics or design of the vessels or Cargo / Goods for mechanical handling operations including but not limited to, in the case of vessels, noncompliance with class regulations, having inadequately protected tanks, there being obstructions and impediments on decks and hatches, including overhanging hatch covers, structures or fittings projecting into the stowage space and/or other parts of the vessel or its equipment which are vulnerable to damage by grabs and machines, and in the case of Cargo / Goods where all reasonable steps have not been taken to protect the same from damage as may otherwise occur as a result of mechanical bulk handling operations.
- 18.8.1 Nothing in these General Conditions shall exclude or restrict PPG’s liability for death or personal injury caused by its negligence, fraudulent

misrepresentation or any other act or omission for which liability may not be excluded or limited under applicable law.

18.8.2 The overall liability limit contained in Condition 18.7, shall not apply to the Company's liability under Conditions 18.1 and 18.2.

18.9 Notification of Claims and Time Limits -

18.9.1 It is a condition precedent to the liability of PPG under Clause 18 hereof that PPG be notified in writing, in the case of damage, deficiency or partial loss, before the goods are removed from PPG's premises and in the case of total loss or misdelivery, within 30 days in the case of import goods or 60 days in the case of export goods of the delivery of the goods by PPG or their removal from PPG's premises, with particulars of the nature and amount of any claim to be made. Any claim not made in accordance with the terms of this condition shall be deemed to be waived, extinguished or absolutely barred.

18.9.2 PPG shall in any event be freed and discharged from all liability for any loss or damage to any vessel, Cargo / Goods, plant or equipment or any other matter or thing unless suit is brought (i.e. proceedings issued in a court or before a tribunal of competent jurisdiction, and served on PPG) within twelve (12) months of the said occurrence. In the case of loss of or damage to any vessel or any other property of the Shipowner, the Shipowner shall grant full and reasonable facilities to PPG to survey all such loss or damage.

18.10 By delivering the goods to PPG, the Customer shall be deemed to confer severally upon the employees and agents of PPG, and upon its or their independent contractors, the benefit of all warranties, representations, limitations and exclusions of, or exemptions from liability indemnities, defences, amenities and rights herein provided for the benefit of PPG, upon any such person as aforesaid providing any services whether or not of a stevedoring nature in relation to the goods. This Clause also constitutes a separate contract made by PPG on its own behalf and as agent for all persons who are its servants or agents from time to time whether or not as stevedore providing services (re- the Stevedores), as aforesaid in relation to the Cargo / Goods.

19. INDEMNITY

19.1 The Customer shall indemnify PPG against any and all costs (including the costs of investigating and defending any claims), expenses, claims, demands, losses, damages, liabilities, orders, awards, fines, penalties, proceedings, and judgments of whatsoever nature howsoever assumed, incurred or suffered by PPG, its employees or sub-contractors, and provide against all risks and contingencies, as a result of or in connection with:

19.1.1 any claim made by any third party (including without limitation a claim made by the owner of the Cargo, the Vessel or the Containers or any other person

who is or may become interested in the Cargo, the Vessel or the Containers or any customs authority) when such claim arises from or in connection with the Services (whether caused by PPG's negligence or otherwise) and to the extent such claim exceeds PPG's liability to the Customer under these General Conditions;

- 19.1.2 any claim made by any third party arising out of any act, neglect or default of the master of the Vessel, the Shipowner or the Cargo Owner, their respective contractors, agents or servants (other than PPG, its agents or servants or of any inherent quality or defect of any Cargo / Goods on the Berth, Premises and/or on the Vessel;
 - 19.1.3 any breach by the Customer of the obligations or warranties given by the Customer pursuant to these Conditions;
 - 19.1.4 PPG acting in accordance with the Customer's instructions; and
 - 19.1.5 any death or personal injury of any person or damage to any property whatsoever arising from the presence of the Customer at the Premises, the use by the Customer of the Facilities, the presence of the Vessel at the Berth or the presence of the Cargo on the Vessel (whilst the Vessel is at the Berth) or within the Facilities (and whether or not the Cargo was Dangerous Cargo which PPG had accepted under these General Conditions).
- 19.2 The Customer / Shipowner / Cargo Owner shall pay to PPG full compensation for all damage done to or suffered by PPG, the Berth, Premises and/or facilities, and other property of PPG and arising as aforesaid.

20 INSURANCE

- 20.1 Unless expressly agreed, PPG does not insure Cargo, Vessels or Containers, and the Customer shall self-insure or make arrangements to cover Cargo, Vessels and containers against all insurable risks to their full insurable value (including all duties and taxes).
- 20.2 PPG will at its own expense procure and maintain policies of insurance covering:
 - 20.2.1 any liabilities assumed by it under these General Conditions;
 - 20.2.2 any requirements by law, including employer's liability and public liability.

21 SECURITY

- 21.1 PPG will not be bound to admit vehicles to its premises or to allow vessels to enter the harbour limits, berth or anchor thereat except by prior arrangement with the Customer. All vehicle / Vessel / personnel details will be logged and recorded without exception and PPG will be entitled to request for and be

provided with documentation evidencing proof of identity / registration, and if necessary take copies of the same.

- 21.2 The provision of any security services or anti-terrorist measures in respect of a Vessel shall be the responsibility of the Shipowner.
- 21.3 The Customer and/or relevant Shipowner shall comply in every respect with the International Ships and Port Facility Security Code (“ISPS Code”) together with all relevant UK and EU Regulations including in particular Regulation 11 of the Ship & Port Facility (Security) Regulations 2004 (SI 2004/1495) and any instructions or directions issued by the UK Department for Transport (“DfT”) relating to any of the said Regulations, and in particular the Shipowner shall at all times comply fully with the instructions of the Port Facility Security Officer(s) in accordance with any existing PPG security measures.
- 21.4 In the event that ISPOS conditions, and/or the level of security threat, in the Port or at PPG increases at any time, PPG reserves the right to then charge the Customer an additional charge proportional to the increase in port security costs thereby incurred by PPG in relation to the performance of the Services rendered.

22 PROTECTION OF PPG’S EMPLOYEES, AND AGENTS

The employees, independent contractors and agent of PPG shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. PPG in undertaking the Services does so on its own behalf and as agent for all its employees, independent contractors and agents.

23 BYELAWS AND REGULATIONS

Use of the Berths, Facilities and Premises and provision of the Services described herein shall be subject to such statutes, byelaws, regulations and directions of PPG as may be in force from time to time.

24 RELATIONSHIP TO SPECIAL ARRANGEMENTS

These General Conditions are supplemental to any special agreement made between PPG and any other party relating to the Services except insofar that they are expressly excluded thereby or inconsistent therewith.

25 REGULATIONS AND CONDITIONS APPLICABLE TO SHIP DUES AND RENT

Ship dues and rent charged by PPG will be in accordance with the terms provided by PPG upon receipt of the Customer’s instructions and thereafter accepted by the Customer. Such acceptance will be regarded in accordance with Conditions 2 and 3.3.

26 TERMS AND CONDITIONS OF CRANE, GRAB, PLANT AND VESSEL HIRE/USAGE

- 26.1 Applications for hire of cranes with or without grabs should be made in writing (via email) to the Landside Department.
- 26.2 PPG shall operate all cranes (including ships cranes) and grabs and the charges quoted will include the provision of drivers; except if an authorised and valid PPG Permit to Work or Stevedoring Licence has been issued by PPG's Operations Manager.
- 26.3 PPG reserve to themselves the right of supplying all cranes and grabs and of limiting the time of their employment as well as of deciding whether grabs may be used with any particular cranes or cargoes.
- 26.4 PPG shall not be liable for the delay or the consequence of delay which may arise from breakdown of the cranes and grabs or failure of power supplies or for the consequences of any delay caused through their inability to make available a crane or grab at the time requested from whatever cause arising.
- 26.5 Hirers shall provide their own slings or other lifting gear, and all labour required in respect of craneage and grabbing operations except the crane driver (unless authorised to do so by a valid PPG Permit to Work) and PPG shall not incur any responsibility therefrom.
- 26.6 The hirers shall be responsible for all consequences arising from the overloading of cranes with or without grabs or failure from hirers, their servants or agents to observe directions for the use of the cranes or grabs which may be given by PPG Manager.
- 26.7 The hirers shall be responsible for the cleaning up and removal of spillage from the quay on completion of crane and grab operations.
- 26.8 Where it is necessary to cant the same article during lifting, the work will be done at the hirer's risk.
- 26.9 No allowance on charges will be made during the period of hire except in respect of lost time amounting to half an hour or more on each occasion during which the crane and/or grab cannot be worked by reason of mechanical failure.
- 26.10 Hirers will make good all loss of or damage to cranes or grabs from whatever cause arising and fully indemnify PPG in respect of all claims by any claimant for personal injury, death or damage to property howsoever arising out of the use of the cranes or grabs and in respect of all costs and charges in connection therewith arising under statute or common law.

- 26.11 Hirers will insure against breach of any of these conditions with a reputable insurance company, notifying PPG when such insurance has been effected and if called upon to do so, produce the Policy or a copy of it to PPG.
- 26.12 Charges for the hire of cranes and grabs will be recovered through PPG completing the Order Form ('the hirer'). Hire charges may be obtained on application to the General Manager.
- 26.13 Hirers will be responsible for the repair of any damage to plant, goods, vessels and premises of PPG howsoever caused when under hire from PPG.
- 26.14 Condition 26 will equally apply to PPG Plant and Vessel Hire and Usage.

27 QUAY RENT

- 27.1 Quay rent charged by PPG will be in accordance with the terms provided by PPG upon receipt of the Customer's instructions and thereafter accepted by the Customer. Such acceptance will be regarded in accordance with Conditions 2 and 3.

28 ENGLISH LAW AND JURISDICTION

- 28.1 Any legal relationship between PPG and the Customer / Shipowner / Cargo Owner shall be governed by and interpreted in accordance with English Law and the Customer submits to the jurisdiction of the High Court of Justice in England but PPG may enforce any contract between PPG and the Customer in any court of competent jurisdiction.
- 28.2 Where these General Conditions are silent on the rights and liabilities of PPG, and or Shipowner or Cargo Owner, these shall be determined according to the Laws of England as aforesaid.

29 GIVING OF NOTICE

Any notice required to be given hereunder shall unless otherwise specified be sufficiently given if sent by registered or recorded delivery post or left at the principal or registered office for the time being of the party to be served. Any such notice shall be deemed to be served at the time the same is handed to or left at the address of the party to be served and if served by post on the third day (not being a Sunday or Public Holiday) following the day of posting.

30. ALTERATIONS AND VARIATIONS

The foregoing General Conditions may be altered or varied at any time and from time to time in such respects and in such manner as PPG may consider desirable.

31. HEADINGS

The headings set out in these General Conditions are provided for convenience and they shall not limit, control or affect the meaning of the provisions to which they refer.

LIST OF SCHEDULES

Schedule A – Services – Services (Normal)

Part I	The service of Berthing
Part II	The service of Loading
Part III	The service of Discharging
Part IV	The service of Receiving
Part V	The service of Storing
Part VI	The service of Delivery

Schedule B – Services – Services (Special)

SCHEDULE A

SERVICES

PART I (BERTHING)

The service of BERTHING and PILOTAGE will normally consist of:-

- (a) The attendance of pilot on board the Vessel to assist the Master with the navigation of the Vessel to port side.
- (b) The provision of a berth assigned at the discretion of PPG depending on the requirements of the vessel.
- (c) The provision of managerial supervisory and administrative staff.

PART II (LOADING)

The service of LOADING will normally consist of:-

- (a) The slinging of cargo and taking from quay, shed, road vehicle, rail (where facilities allow) or craft to ship's side, loading and stowing in vessel's cargo space or deck.
- (b) The provision of all necessary and appropriate non-specialist gear and equipment not otherwise prescribed in Clause 11 hereof, excluding protective overalls and equipment for special cargoes.
- (c) The provision of fork lift trucks (up to seven tonnes S.W.L. capacity) on the quay for the taking of cargo to ship's side for loading.
- (d) Laying of dunnage, as necessary, excluding the laying of floors/beds.
- (e) The provision of managerial, supervisory and administrative staff.

PART III (DISCHARGING)

The service of DISCHARGING will normally consist of:-

- (a) Unstowing in vessel's cargo space or deck, slinging and discharging of cargo to ship's rail.
- (b) The provision of all necessary and appropriate non-specialised gear and equipment not otherwise prescribed in Clause 11 hereof, excluding protective overalls and equipment for special cargoes.

- (c) The provision of the customary out-turn reports after delivery of all the vessel's cargo from the quay (if required).
- (d) The provision of managerial, supervisory and administrative staff.

PART IV (RECEIVING)

The service of RECEIVING may vary in accordance with the Customer, the Shipowners or Cargo Owners' requirements but will normally include the following:

- (a) The provision of the following documentation:
 - (i) Daily Tonnage Returns
 - (ii) Final Tonnage Details
 - (iii) Special Cargo Lists
 - (iv) Stowage Plans
- (b) The processing of the following documentation:
 - (i) National Standard Shipping Notes
 - (ii) Wharfinger's Receipts
- (c) The receiving of cargo from road vehicle or rail wagon (where facilities allow) and taking to quay or shed.
- (d) The provision of forklift trucks (up to seven tonnes S.W.L. capacity) for the receiving of cargo to quay or shed.

Note:

- (i) The Service will be in respect of a fixed receiving period for outward cargo to be agreed between the Shipowner and PPG.
- (ii) Shut-out cargo which is subsequently redelivered shall be subject to additional charges.

PART V (STORAGE)

The service of STORAGE may vary in accordance with the Customer, the Shipowners or Cargo Owners' requirements but will normally include the following:

- (a) The stowing of cargo in the storage facilities.
- (b) The provision of storage facilities.
- (c) The security of storage facilities (if necessary).
- (d) The provision of managerial, supervisory and administrative staff.

The various types of storage facilities are as follows for various periods:

- (a) Portside
- (b) Transit Shed
- (c) Long term storage

PART VI (DELIVERY)

The service of DELIVERY / MASTER PORTERAGE will normally consist of:

- (a) The receiving of cargo from the discharge tackle to the quay or transit shed, or long term storage facilities.
- (b) The delivery of cargo from the discharge tackle direct to waiting road vehicle, rail wagon (where facilities allow) or overside to craft.
- (c) The stowing of cargo on the quay (unless otherwise specified).
- (d) The delivery of cargo from the quay or transit shed, or long term storage facilities to road vehicle, rail (where facilities allow) or craft.
- (e) The provision of fork lift trucks (up to seven tonnes S.W.L. capacity) on the quay for the Services specified above.

SCHEDULE B

SERVICES (SPECIAL)

Where Special Services as referred to in Condition 11.12 are provided or performed by PPG in connection with the handling of the Cargo / Goods, an additional charge will be payable as specified by PPG from time to time. Such Special Services shall include, inter alia:

- (a) Use of forklift trucks in excess of seven tonnes S.W.L. capacity, whether on the vessel or on the quay.
- (b) Use of mobile cranes whether on the vessel or on the quay.
- (c) Use of specialist gear and equipment (including clothing).
- (d) Provision of documentation not otherwise specified in Schedule A.
- (e) Receiving outward cargo before the start of the allowed receiving period.
- (f) Laying of floors and beds.
- (g) Handling unsound cargo.
- (h) Coopering (collecting and binding) of Cargo / Goods for onward transportation purpose, to the extent that quality of the coopering is in excess of the limited amount which PPG deems may reasonably be required whilst handling such cargo under normal conditions.
- (i) Transferring cargo from one Berth or location to another Berth or location.
- (j) Provision of any other operations or services not listed in Schedule A, which are requested by the Shipowner or Cargo Owner and which PPG is able and willing to provide.
- (k) Redelivering Cargo / Goods to coaster, for transshipment.
- (l) Receiving Cargo / Goods from road vehicle to quay for subsequent re-delivery to road, rail (where facilities allow) or container.