



AQABA CONTAINER TERMINAL

King Hussein Bin Talal Street – 77110 Aqaba

TERMS OF BUSINESS (TOB)



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A. Application

Save as otherwise specifically provided, the following Terms of Business (hereinafter referred to as "TOB") apply to all the Terminal Services (as defined hereinafter) provided by the Terminal ACT (as defined hereinafter) managing "Aqaba Container Terminal" (hereinafter referred to as "the Terminal or Terminal"). Any user of Terminal services (hereinafter referred to as "Customer") is deemed to have accepted these TOB upon entry of their cargo or Vessel (as defined hereinafter) into the Terminal (as defined hereinafter) and/or the use of marine services for the Terminal / private jetties. These TOB are in addition to the rules and regulations of the Terminal as updated from time to time.

B. Definitions

ACT:	Aqaba Container Terminal (Pvt.) Co.
Arrival Notification:	Notification given by the Customer to ACT within twenty-four (24) hours prior arrival of the Vessel.
Authority:	Jordan Maritime Authority, Government of Jordan, Aqaba Special Economic Zone Authority, or Aqaba Development Corporation, including its employees and agents.
Baplie:	Bayplan/Stowage-Layout.
Berth:	Refers to a berth, quay, pier, jetty, docks, ramp, landing place and any wall and building adjoining the foreshore, seabed.
Bulk Cargo:	Commodity cargo that is transported unpackaged in large quantities, including liquid or granular, particulate form, as a mass of relatively small solids, such as Sulphur, grain, or coal.
Break bulk cargo:	Goods that must be loaded individually, and not in intermodal Containers nor in bulk as with oil or grain.
Cargo handling:	Refers to the services and facilities provided by the ACT for which the Customer may make an application, and which may include but not limited to the following: <ul style="list-style-type: none"> • discharge of Cargo between any Vessel and the Berth. • shifting Cargo from place to place within the Terminal. • shifting Containers from place to place within or from and to a Vessel. • loading or unloading Hazardous Cargo in containerized or break-bulk form. • lashing/unlashing Cargo. • stuffing/un-stuffing Cargo. • stowage planning of any Vessel. • storing Cargo. • delivery of any Cargo; and • pre-trip inspection of any Cargo.
CFS:	Refers to Container Freight Station where, amongst other things, cargo is packed, unpacked, and cleared. This may include but not limited to all such activities performed either within covered sheds or in open spaces within the Terminal premises.
Consignee:	A person other than the Customer entitled to receive cargo.



Consignor:	Any person other than the Customer who delivers cargo.
Container:	Any container, whether laden or empty, 20', 40' or 45' in length, 8' in width and 8'6"/9'6" in height or any other container developed for standard use in liner Vessel ping at any time whilst these Terms are in force including, but not limited to, dry, open top, flat-racks, platforms, reefer and container tanks, with ISO recommended lifting arrangements and consistent with the safety requirements of CSC plates, and which can be handled by means of a standard 20', 40' and 45' spreader; (b) Non-standard Container; and/or (c) Out of Gauge Container.
Container Load:	Volume of Cargo that can be shipped in a standard shipping Container without exceeding its payload.
Container Terminal:	Aqaba Container Terminal
Container Vessel:	A Vessel fitted for the carriage of Containers.
Container Transporter:	Any road vehicle (including articulated vehicles) used for the carriage of Containers, non-standard Containers and out of gauge Containers.
Contract of Carriage:	Any contract or other document including, but not limited to bills of lading and contracts of affreightment, seen and accepted by the Terminal, which evidence a contract between two parties to Vessel Containers and/or cargo onboard a Vessel for reward.
Consortium Members:	Means the shipping line members of a consortium, vessel sharing agreement, slot charter agreement or other type of shipping line combination on whose behalf also the Customer enters into these Terms.
CSC:	The International Convention for Safe Containers, 1972, as amended from time to time.
Customer:	Any person or entity requesting, receiving or benefiting from the delivery of services by ACT including, without limitation: (i) the owner of, charterer (of whatsoever nature) of, or any other person who is or may become interested in a Vessel calling at ACT, the Vessel's Master and any person who has control of the operation of such Vessel; (ii) the owner or any other person who is or may become interested in the Goods; (iii) the owner, or any other person who is or may become interested in, the Containers, or in any plant, machinery, package, case, pallet; (iv) the owner, or any other person who is or may become interested in, any road enters the Terminal; (v) any person who drives or operates such vehicle and any person who visits, uses and/or enters the Terminal; and (vi) Consortium Members.
Dutiable Goods:	Dutiable Goods as defined under the relevant customs and excise authorities.
EDI System:	An electronic data interchange system whereby any message is transmitted from one party to another Party by electronic means.
ETA:	Estimated time of arrival of a Vessel as declared by the Vessel or its agents, through a proforma berth window, Vessel schedule or an arrival notification.
FCL:	Full Container Load.

Force Majeure:	Any acts of God (including fires, lightning, floods, earthquakes, storms, hurricanes, cyclones, typhoon, tempest, tsunamis or other natural disaster), act of public enemies, war, invasion, warlike acts, hostilities (regardless of whether war is declared), rebellion, revolution, insurrection, military or usurped power or confiscation, terrorism, restraint of governments, princes or peoples of any nation, riots, strikes, lockouts, insurrections, civil commotion, civil disobedience, nationalization, government sanction, blockade, embargo, labor dispute, strike, restrictions due to quarantines, epidemics, interruption or failure of electricity or telephone service or any other causes beyond the reasonable control of the Party claiming an event of Force Majeure.
Goods:	the whole or any part of the cargo of any kind, size, or weight/measurement whatsoever, transported or to be transported in a Container and includes non-containerized cargo and Hazardous Goods carried on a Vessel.
Government:	The government of Jordan.
Harbor Master	An official responsible for enforcing the regulations of a particular harbor or port, in order to ensure the safety of navigation.
Hazardous Goods:	Goods which are, or which may become, of a dangerous, noxious, toxic, poisonous, hazardous, explosive, flammable, or otherwise damaging nature (including radioactive material), or which may, or may become liable to, damage any persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table.
ILO:	International Labor Organization which is a United Nations agency whose mandate is to advance social and economic justice by setting international labor standards.
IMO:	International Maritime Organization, which is the United Nations, specialized agency with responsibility for the safety and security of Vessel ping and the prevention of marine pollution by Vessels.
Indemnity:	Indemnify and keep indemnified and hold harmless on demand regardless of the negligence or gross negligence of the indemnified Party.
Intermediary Service:	In relation to the use of the EDI Service, services or facilities provided by an intermediary as mutually agreed by the Parties to facilitate the interchange of data by electronic means.
ISPS:	The International Vessel and Terminal Facility Security Code (ISPS Code) which is a comprehensive set of measures to enhance the security of Vessels and Terminal facilities.
LCL:	Less than Container Load.
Master:	Includes every person, except a pilot, having for the time being the command or charge of any Vessel.
Material Breach:	Any breach which is considered material to the overall business relation Vessel, operational capabilities, and leads to financial implications to ACT upon the occurrence of a Material Breach:

- a. The Terminal User shall indemnify and hold ACT harmless from all costs, fines, penalties, and associated expenses arising out of or resulting from such Material Breach.
- b. ACT is entitled to terminate its legal relationship with the relevant Terminal User under these Terms and recover from the Terminal User the amount of any loss or damage resulting from the termination.
- c. The Terminal User will surrender any claim for payment under these Terms including payment for services previously performed; and
- d. ACT will not be liable for any claims, losses, or damages arising from or related to the failure by the Terminal User to comply with any such laws or related to the termination of its legal relationship with the relevant Terminal User under these Terms and the Terminal User hold ACT harmless against any such claims, losses, or damages.
- e. ACT can immediately terminate if a Material Breach of these Terms or any agreement between the Parties has not been remedied within seven (7) days after notice of the breach has been served by ACT.

Message:	Data structured in accordance with the user manual and adopting the UN/EDIFACT standards which is transmitted between Terminal and the Customer using an EDI system through the medium of the intermediary service.
Message Data Log:	A complete record maintained by the Parties of messages, message transmissions and message retrievals transmitted to and received from the intermediary service database.
Message Retrieval:	The access by any of the Parties to the intermediary service data base and the retrieval by such Party of any message stored in the data base.
Message Transmission:	The deposit of a message by any of the parties in the intermediary service database.
Non-standard Container:	Any Container which ACT cannot handle as a normal lift with a container spreader but can handle with alternative means.
Other Terminal User:	Means any supplier, vendor, (sub)contractor, third-party agent and other third parties (excluding Customers) which enter the Terminal premises, provide services to the Terminal, or use the Terminal's services.
Package:	Includes any box, basket, barrel, case, receptacle, sack, bag, wrapper, envelope or other covering or material in which Cargo is placed for the purpose of carriage, consignment, freight.
"Party" or "Parties":	The Customer and / or the Terminal Operating Company, as the case may be.
PFSO:	The Terminal Facilities Security Officer, who is a person, designated as responsible for the development, implementation, revision and maintenance of the Terminal Facility Security Plan and for liaison with the Vessel Security Officers and Company Security Officers.
Pilot:	Any person not belonging to a Vessel who has conduct thereof and is in possession of a valid license to act as a marine pilot under the applicable laws and decrees of the Government.
Reefer Container:	A container used for refrigerated cargo.

RoRo:	Roll-on/roll-off (RORO or ro-ro) ships are cargo ships designed to carry wheeled cargo, such as cars, motorcycles, trucks, semi-trailer trucks, buses, trailers, and railroad cars, that are driven on and off the ship on their own wheels or using a platform vehicle, such as a self-propelled modular transporter.
SOLAS:	The International Convention for the Safety of Life at Sea of the International Maritime Organization as Guidelines and as may be amended or supplemented from time to time.
SOLAS Guidelines supplemented by the SOLAS:	The Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization, as may be amended, supplemented, or replaced from time to time.
Sub-contract:	Any sub-contract for the provision of Terminal services or any part thereof by the Terminal to a sub-contractor.
Sub-contractor:	Any sub-contractor appointed by the Terminal for the performance of Terminal services or any part thereof.
Tariffs:	Tariff of ACT as published at www.act.com.jo .
Terminal:	The terminal facilities at ACT, King Hussein Bin Talal Street, 77110 Aqaba, Jordan.
Terminal Facility:	Refers to the "Terminal" as defined above.
Terms of Business:	This document or "TOB".
Terminal Procedures:	Such actions or series of actions as may be laid down by the Authority for Masters of vessels arriving at, staying in or departing from Aqaba Terminal.
Terminal Services:	The services to be provided to the Customer by ACT under this TOB.
Terminal User:	Any Customer or Other Terminal User.
Vehicle:	Any road or rail vehicle entering the Terminal which is operated by or on behalf of a customer or Other Terminal User or used by a customer or Other Terminal User.
VGM Declarant:	The Customer, Vessel per or another person on behalf of the Customer or Vessel per providing the Verified Gross Mass to ACT.
Vessel Traffic Services:	Means a service implemented by the Terminal and Maritime Affairs Authority, which has the capability to interact with Vessels in order to provide navigational guidance and to respond to traffic situations, with the overall objective of improving marine safety and protecting the marine environment in the Terminal.
Verified Gross Mass:	The total gross mass of a packed Container as obtained by one of the two methods prescribed by SOLAS.
Wharf:	Includes a berth, quay, pier, jetty, docks, ramp, landing place and any wall and building adjoining the foreshore, sea-bed or river bed.

- Working Day:** Means any day (including any public holidays and weekends), upon which the Terminal is open for business.
- Yard:** Means the land and premises used by the Terminal where Containers and Non-containerized Cargo are, stored, received and delivered.

C. Contacts, Business Timing, PPE, and Traffic Plan

1. Contacts

The following contact details are relevant for the purposes of this TOB:

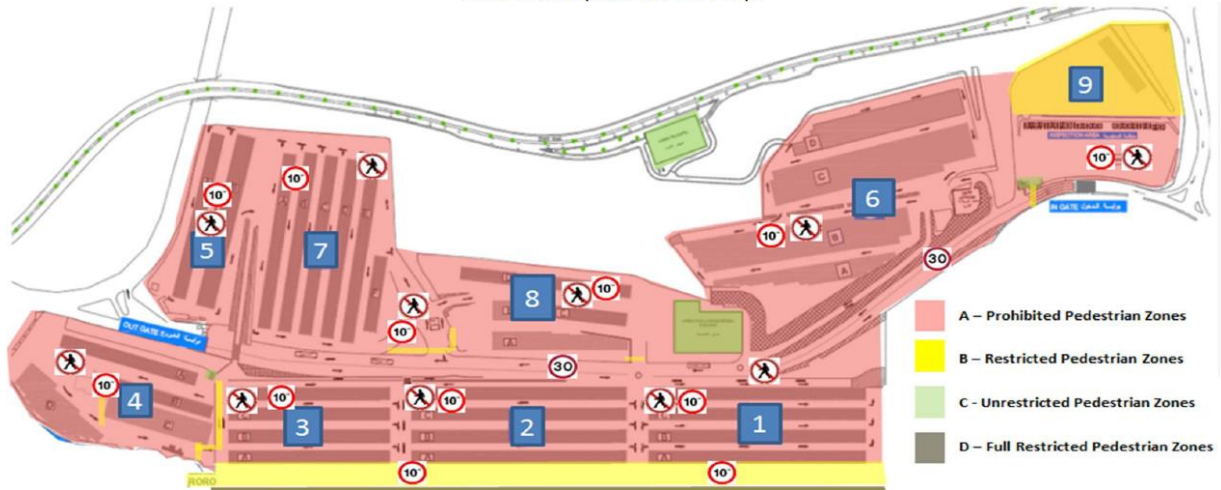
Department / contacts	Telephone no	Email
Commercial	00962 3 2091207	commercial@act.com.jo
Customer Service	00962 3 2091225	customerservice@act.com.jo
Security	00962 3 2091802	raedaltarawneh@act.com.jo
HSSE	00962 3 2091814	ghaiethalkhlaifat@act.com.jo
Planning - Operations	00962 3 2091603	PlanningSuperintendent@ACT.COM.JO
Operations Issues	00962 3 2091610	OperationsManagment@act.com.jo
Gate pass Requests	00962 3 2091808	GatePass@act.com.jo
Revenue	00962 3 2091423	FinRev@act.com.jo / amerbasuoni@act.com.jo
Accounting	00962 3 2091402	ashrafalbanna@act.com.jo
Legal & Claims	00962 3 2091438	legalandclaim@act.com.jo

2. Business Timings

The Container Terminal operates 24 hours a day throughout 365 days per year. The Container Terminal’s administration offices are open five days per week, every working day from Sunday to Thursday from 8:00 a.m. till 16:00 p.m., except during official and national holidays.

3. PPE and Traffic Plan

ACT traffic plan & PPE map



D. General Terms and Conditions

- i. These standard terms of business (the “**Terms**”) shall apply to any provision of services by ACT to a Customer and to any Other Terminal User using the Terminal. “**Use of the Terminal**” includes entering the Terminal, providing services at the Terminal or to ACT and any other interaction between a Terminal User and ACT at the Terminal or with respect to the Terminal. By requesting the delivery of services, or otherwise using the Terminal, the Customer or Other Terminal User, respectively, warrants to be authorized to enter into an agreement with ACT not only for itself but also as agent for any principal involved, including owners of the Vessel (if chartered) or Vehicle, Goods and Containers. ACT and any individual Terminal User are collectively referred to as the “**Parties**” and each individually as “**Party**”.
- ii. ACT shall not be obliged to provide any services which are not permitted under, or are not in line with, the laws, rules or regulations as set forth by the Authority and/or other mandatory applicable laws, rules, and regulations. In particular, ACT shall not load any packed Container on board a Vessel, without a Verified Gross Mass provided by a VGM Declarant in accordance with Section E.9 (ii).
- iii. At the Terminal, the Customer and its agents, employees or any third parties acting on behalf of or at the request of the Customer shall comply with laws, rules and regulations, relating to them, the Goods, the Containers, the Vessels and the use of the Terminal and any policies and instructions given by ACT unless agreed differently between the Parties or otherwise stated in the Tariffs.
- iv. ACT reserves the right to accept only vessels that are in compliance with the construction and safety rules of classification societies. An agent applying for permission for a Vessel to enter the Terminal must ensure that the standard of the Vessel, master and crew certificates are not lower than the standards set by the conventions, protocols, resolutions or codes of the IMO and the ILO to which the Kingdom of Jordan is a party.
- v. ACT shall only be bound and an agreement for the provision of services between ACT and the Terminal User on these Terms shall only be concluded once ACT confirms any request by a Terminal User (the “**Confirmation**”). Notwithstanding the foregoing, the use of the Terminal or the Container Terminal Services by a Terminal User, entry into the Terminal or berthing of any Vessel at the Terminal, shall be treated as acceptance of these Terms. ACT may at any time terminate the Container Terminal Services or otherwise discontinue the use of the Terminal by a Terminal User.

- vi. Notwithstanding any language to the contrary in any documents, any correspondence, or any other form of acknowledgement with a Customer or Terminal User, the Customer or Terminal User shall be bound by these Terms and any other terms and conditions are hereby expressly excluded and rejected.
- vii. Certain areas of the Terminal and all of the Terminal's Berths are considered restricted areas. Any unauthorized entry into restricted areas is considered a "breach of security" and the proper authorities will be notified. Anyone or anything entering the Terminal and the premises of ACT is subject to inspection according to the regulation of the Authority. Failure to consent to inspection will result in denial or revocation of authorization to enter.
- viii. No variation to these Terms shall be binding unless agreed in writing by an authorized representative of ACT. Prior dealings, usage of trade or a course of performance shall not be relevant to determine the meaning of these Terms even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.
- ix. If not otherwise agreed in writing between ACT and a Customer or the Terminal User scope of services (type of services, service description, rates) shall be as set out in the applicable tariff of ACT (for Customer agreements) as published at www.act.com.jo ("Practical Information" -> "Tariffs"). The terms and conditions of the applicable Tariff are incorporated herein. In the case of inconsistency between these Terms and the Tariff, the Tariff shall prevail. The services are referred to hereafter as "**Container Terminal Services**".

E. Terminal Services

1. Vessels at the Terminal

- i. The Customer is solely responsible for compliance with all laws, ordinances or regulations in force relating to the Vessel and all matters whatsoever relating to the Vessel in addition all Vessels and its crewmembers shall adhere to the safety and security regulations of the Terminal and the Authority.
- ii. The Customer and the Master of the Vessel shall be in sole charge of the Vessel whilst using any of the Wharves in the Terminal, and her safety shall be the sole responsibility of the Customer. The Customer shall be held responsible for any loss and/or damage that may arise as a consequence of her faulty navigation, or by reason of her breaking adrift from her moorings, provided always that notices of danger shall, as far as possible, be given to the Vessel by ACT as and when the need arises. No instruction or direction given, or act performed by ACT, or its officers or servants shall place any responsibility upon ACT, with respect to the security or safety of such Vessel.
- iii. The Customer shall ensure that all equipment on Vessels for discharging and loading Containers is technically compatible with ACT's equipment at the Terminal.
- iv. In order to ensure safe working practices, ACT has the rights to inspect the Vessel work areas and gear to determine that all applicable laws, rules, and regulations have been satisfied. The Customer shall ensure that (a) the Vessel furnishes adequate lighting and safe ingress and egress (for ACT's personnel); and (b) maintains appropriately qualified and experienced officers and crew aboard.
- v. ACT shall supply labor on-board the Vessel for lashing and unlashng of Containers based on ILO regulations with safety standard distance between bays, However, for Out of Gauge Containers, break bulk or any other cargo, and unsafe area or bays with narrow distance, the Customer shall be responsible for providing lashing/unlashing services.
- vi. The Customer may bring trucks alongside Vessels, to load and discharge Vessels' stores at such times as may be permitted by ACT and access to the Terminal to authorized personnel of the Customer to proceed on board a Vessel for carrying out repairs shall be subject to ACT written permission and to ACT's safety standards. ACT and the Customer agree that access as referred to in this Clause is permitted by ACT on condition that the same is carried out in accordance with the rules and regulations of ACT and the customs and Authority regulations. ACT will not be responsible or liable in any way for any loss, damage, cost, expense, or injury arising in any way howsoever to any person or thing granted access in accordance with this clause. The Customer will indemnify ACT for any loss, damage, costs, expenses, or injury arising in any way howsoever caused by reason of ACT permitting access under this clause.

- vii. ACT reserves the exclusive right to provide all the Terminal related services using its own equipment, gear, and manpower resources. If resources required for a particular operation are not available, then ACT may on a temporary basis, allow for alternative arrangements for such resources to be made by the Customer.
- viii. A "Welcome Note" shall be made available to the master of every Vessel once alongside. The purpose of this document is to familiarize the Vessel and its crew of the safety and operational rules of the Terminal.
- ix. None of the Vessel's cranes, hatch covers, or other gear may be moved without prior consent of the Terminal.
- x. All Vessels calling the Terminal shall maintain engines at short notice for sea. Notwithstanding this, the Vessel master should immediately notify the Terminal of his inability to maneuver the Vessel due to any defect, maintenance, or repair operations. If the Vessel intends to carry out any major maintenance in the engines, then the master may submit a written application to the Terminal, in order to obtain his approval before undertaking such maintenance.
- xi. The Customer shall ensure that the Terminal employees/contractors working on board the Vessel are provided with safe access (including guardrails and fencing where applicable) between the gangway and the holds, deck cargoes, lashing platforms etc. that are to be worked. If access is required during the hours of darkness, all access routes should be lit with a minimum of twenty (20) Lux, while all working areas shall have at least fifty (50) Lux, besides taking into account any specific needs that may require additional lighting.
- xii. The Vessel's master/crew shall calculate and monitor the stability of the Vessel while she is in the Terminal and consequently be responsible should any incident be caused due to trim or stability related issues onboard the Vessel.
- xiii. The Vessels master shall keep watch over VHF channel at all times during the stay of the Vessel in the Terminal.
- xiv. The Terminal will present the Vessel and APMSCO with a 'notice of readiness', minimum two (2) hours prior to estimated completion. The master of the Vessel is expected to acknowledge readiness to sail the Vessel at the estimated completion time shown in the notice of readiness.
- xv. ACT will thereafter closely monitor the progress of operations and confirm the time of completion operation one hour in prior. It shall be the responsibility of the Shipping Agent to obtain necessary departure clearance. The master of the Vessel shall confirm his readiness to sail one (1) hour before targeted sailing time, by informing the Terminal and APMSCO.
- xvi. Upon completion of operations, the Customer's Vessel shall vacate the Berth within 35 Minutes (Vessel Idle Time (VIT) target) after completion of operations (all labor off). Failure to vacate a Berth as agreed may result in a penalty being applied.
- xvii. Husbanding is the responsibility of the Vessel and its agents. The agent shall immediately notify the Terminal should any equipment or stores fall overboard. ACT may recover such Cargo or equipment at the cost and responsibility of the Vessel. ACT shall not be held responsible for any damage or loss that might be sustained as a result. The Vessel crew is advised to contact the Shift Manager on his duty mobile, on berthing of the Ship, for any crane requirements to handle equipment/stores.
- xviii. ACT shall be entitled to recover idling charges for any of its resources, that has been idling due to operational delays or change in plans on account of the Customer.
- xix. If the ballast water for a Vessel is taken inside the Sea Area, then ballasting and de-ballasting is permitted. However, if the ballast water is taken outside the Sea Area, then the following shall apply:
 - a. Vessels arriving from outside the Sea Area shall undertake ballast water exchange enroute in water over 200 nautical miles from the nearest land and in water having a depth of at least 200 metres.
 - b. If this is not possible for safety reasons the Vessels should be expected to make minor deviations to areas within the 200 nautical miles limit that can be identified as discharge area, so long as such areas are more than 50 nautical miles from the nearest land and in water having a depth of at least 200 metres.
 - c. If this is not achievable then the Vessel shall provide the respective Authority with the reason as to why it has not been possible to do so and further ballast management measures may be required, consistent with Ballast Water Management Convention developed and adopted by IMO, as they would exist when the Convention is in force and other international laws.

- xx. Handling of sewage from Vessels shall be governed by the Regulations for the Prevention of Pollution by Sewage from Vessels as defined in Annex IV of the International Convention for the Prevention of Pollution From Vessels, 1973 as modified by the Protocol of 1978 (MARPOL 73/78).
- xxi. Vessels shall take suitable measures to ensure that de-ballasted water is prevented from contacting personnel, equipment, or the dock.
- xxii. Discharge of sewage/sludge from the Vessel through sea or land shall be undertaken strictly subject to pre-approval obtained from Jordan Maritime Authority and the Terminal. In addition, the Vessel shall be responsible for ensuring that this activity is carried out strictly under the attendance and supervision of its crew.
- xxiii. Every Vessel shall discharge or load with reasonable dispatch, and where the berth it occupies is required or shall shortly be required, or appears to be required for another Vessel, the crew shall work overtime, including working during meal hours, as may be required by ACT. If the Vessel's crew fails to affect such dispatch, or work such overtime as ACT may require, ACT may, after due warning has been given to the Customer, order the Vessel to vacate the berth and the Customer shall obey such order.
- xxiv. ACT does not give any warranty or representation that the Vessel will not ground whilst approaching, leaving, or lying alongside the Terminal. Each Vessel approaching, leaving and whilst lying alongside the Terminal does so at the sole risk and responsibility of the Customer. The Customer shall indemnify ACT for any loss, damage, expense, cost, or injury, including loss of business, arising as a consequence of a Vessel causing an obstruction to the approach channel or berth due to grounding or otherwise.
- xxv. The terminal is not responsible to render mooring services to the Vessel and will not be responsible for or liable in any way for latent defects in mooring bollards or posts, nor for any improper mooring of the Vessel at the Terminal, whether such mooring was completed with the assistance of a superintendent.
- xxvi. The mooring crew shall operate under the instructions and responsibility of the master of the Ship and tug operator (e.g. APMSO) for the sole purpose of making fast or casting off the Vessels hawsers and mooring ropes.
- xxvii. The Customer shall supply gangways from the Vessel to the Terminal. The safety and illumination of gangways shall be the sole responsibility of the Customer and at the minimum should comply with the regulations laid down by the (SOLAS) and the (ILO).
- xxviii. The Customer agrees to allow ACT to inspect Vessels, including valid registers and certificates applicable to all gear, prior to the commencement of the provision of Terminal Services and as required under applicable laws, rules, and regulations.
- xxix. ACT shall not be required to provide Terminal Services if the applicable Shift Manager at the Terminal, after discussing the issue with the Vessel's Master, reasonably believes that safety violations or deficiencies exist relating to the Vessel. The preceding sentence will not preclude the applicable Shift Manager at the Terminal from suspending the provision of Terminal Services on a temporary basis prior to discussing the issue with the Vessel's Master.
- xxx. All equipment on a Vessel for loading and discharging Containers must technically be compatible with ISO standard equipment provided by ACT. The Customer warrants that all Vessels are fitted with twist locks which are in good working order.

2. Operational Requirement prior to arrival of a Vessel at the Terminal

- i. Not less than seventy-two (72) hours before the estimated time of arrival of a Vessel at the Terminal, the Customer shall supply to ACT particulars in writing as ACT may require as set out in the Terminal Procedures or as otherwise required from time to time of the Containers (including the contents and value thereof) on-board to be discharged from, or loaded onto, that Vessel at the Terminal. The particulars shall include, but shall not be limited to, information relating to Hazardous Goods and Dutiable Goods contained in or intended to be contained in a Container. All data provided to the Terminal shall be in pre-defined standardized formats only.
- ii. The discharge BAPLIE (as defined) and discharge list, along with the reefer, OOG and Hazardous Cargo manifests, shall be sent by the vessel agent or line central planner at least twenty-four (24)/ hours prior to the Vessel's ETA. The Terminal shall also provide the final load list within eight (8) hours. prior arrival for full export, and twelve (12) hours for empty.

- iii. Any adjustment to the discharge and or loading list shall be made up to twenty-four (24) hours prior to the ETA of the Vessel. Any changes thereafter shall be subject to amendment charges according to the Terminal Tariff.

3. Sailing Schedule and Berthing Requirement

- i. Acceptance to receive the Vessel at Terminal will be given to the Customer for each call as may be appropriate having regard to the current circumstances at that time and prior/existing commitments of the Terminal. The Customer shall ensure that each of its master's shall not berth or attempt to berth his Vessel at a Wharf alongside the Container Terminal until such acceptance has been given by the Terminal to the Customer that the Terminal is ready to receive the Vessel. All marine movements in the channel shall be done under Pilot's escort and in compliance with Jordan Terminal regulations prevalent at the time.
- ii. The Terminal will not provide exclusive/fixed berthing windows for the Customer's Vessel unless a mutual SLA is signed between the Terminal and the Customer, which includes the validity of each window, tides mode variations should also be considered.
- iii. If the Customer's Vessel cannot berth at the beginning of its window plus a "grace period" of four (4) hours, then the berthing window will be forfeited and the Vessel will be berthed at the next available berthing window, as determined by the Terminal.
- iv. The Customer shall provide the Terminal with a sailing schedule and berthing requirements in accordance, not later than three (3) weeks before each Vessel's expected date of arrival at the Terminal. The berthing requirements shall include details of the projected number of any Containers, information relating to Hazardous Goods and Dutiable Goods contained in or intended to be contained in a Container to be discharged from, or loaded onto, that Vessel at the Terminal.
- v. Any changes to the berthing requirements provided to ACT in accordance with Section D.4 below, must be promptly notified to ACT, but in any event not later than seventy-two (72) hours before the estimated time of arrival of the Vessel at the Terminal or as agreed in accordance with the Terminal Procedures.
- vi. As and when necessary, the Customer and / or the Terminal may give notice to propose changes to the agreed berthing windows. Changes if any to berthing windows shall be undertaken at the sole discretion of the Terminal.
- vii. The Customer (or his agent) shall be responsible for arranging and processing the required formalities for the berthing and un-berthing of the Vessel, including but not limited to arranging for Pilots, tugs, mooring, customs inward/outward clearance, immigration, and clearances as required by any other government agencies or authorities, as applicable.
- viii. In the event of any change to the ETA, if the Customer (or its appointed agent) does not notify the Terminal promptly, but in any event not later than twenty-four (24) hours before the ETA of the Vessel at the Terminal, then the Customer may be liable to pay the Terminal standby and/or gang cancellation charges, charged per hour as idle cranes.
- ix. While every effort will be made by the Terminal to accommodate the Customer's Vessel as per the agreed schedule, the Terminal cannot be held responsible in the event that Vessel cannot be accommodated as per the agreed schedule, for whatever reason.
- x. The final time for arrival of a Vessel shall be confirmed in writing at least twenty-four (24) hours before the Vessel's anticipated time of arrival.
- xi. The Customer warrants that all information provided to ACT is accurate and shall be responsible for changes in berthing schedules and delays to Vessels or other Vessels arising from inaccurate information and shall be liable for any loss whatsoever subject to the provisions of these Terms.
- xii. ACT shall not be responsible for or liable in any way for any damage or loss suffered or incurred during the berthing and un-berthing of a Vessel nor any delays to berthing or un-berthing of Vessels caused due to adverse weather conditions.

4. Allotment of Berths

- i. Following receipt of an Arrival Notification, ACT shall do its best to allocate a berth to the Customer in accordance with its requirements, as set out in the Arrival Notification.
- ii. ACT, at its sole discretion and without any obligation to give any reasons, reserves the right to reject any Arrival Notification if, it is of the opinion that a Vessel should not be berthed at any of the Wharves provided by ACT.

- iii. If the Vessel fails for any reason whatsoever to arrive at the Terminal and/or is unable to berth at the berth allotted to it during the Berthing Window and the Customer requests ACT to reallocate a berth to the Vessel, reallocation of such berth to the Vessel will be at the sole discretion of ACT.
- iv. If a Vessel defaults in occupying a berth allocated to it during the Berthing Window as result of which the berth is vacant, ACT shall be entitled to allocate such berth to any other Vessel owner/operator for optimizing the use of berths as it deems fit, during the period of such Berthing Window.
- v. Notwithstanding anything stated in this document, the allocation of berths shall be at the sole discretion of ACT. ACT may vary the berthing order from time to time, if it considers that it is necessary to do so.
- vi. ACT shall not be responsible for the following events:
 - a. any non-compliance with the ISPS Code, or any other related and necessary requirements which may prevent a Vessel from being permitted to berth at a Wharf in the Terminal;
 - b. breakdown, fire, explosion, sinking, or any accident or incident which occurs to the Vessel, due to Vessel owner's or Vessel operator's fault, resulting in the Vessel being denied permission to berth at a Wharf in the Terminal; and
 - c. if the arrival of the Vessel demonstrates a significant time gap between Arrival Notification and actual arrival which gives rise to a prolonged waiting time.

5. Container Vessels

- i. ACT shall provide the Customer with an efficient terminal operating system controlling the movement of Containers at the Terminal and shall report activities relating to Container movement.
- ii. The load and discharge lists provided to ACT shall include among other details, the port of final destination and the port of origin respectively.
- iii. Vessels' own cranes shall always face the water side while Ship-to-shore gantry cranes are being operated on the Ship and shall not move before the last Container is discharged or loaded.
- iv. The Vessel's master/crew is responsible for checking the Container lashing in a timely manner and reporting non-conformities if any at the earliest to the shift manager. A lashing certificate acknowledging satisfactory execution of lashing onboard the Vessel shall be signed by the Vessel's master/crew.

6. RoRo Ships

- i. The Vessel's agent shall be responsible for making necessary arrangements for drivers to discharge vehicles from the Vessel to the quay side. Unless otherwise agreed with the Terminal.
- ii. The Terminal shall arrange for stevedoring onboard the Vessel and for transportation of the vehicle from the quay side to the storage yard.

7. Break Bulk Cargo Acceptance

- i. Prior to booking Break Bulk Cargo, the Customer shall send the following details in respect of such Cargo to the Terminal
 - a. Technical drawings, including center of gravity indication.
 - b. Weight
 - c. Dimensions
 - d. Photographs of the Cargo
 - e. Lifting points
 - f. Special handling gear requirements
 - g. Proposed connections.
 - h. Expected date of arrival/delivery to the Port
- ii. ACT will thereafter analyze the feasibility of the operation of the Break Bulk Cargo and reply with a written confirmation of acceptance or non-acceptance along with the quotation if not covered by the ACT Tariff.
- iii. The delivery of import Cargo and the loading of export Cargo from the Terminal shall be subject to the payment of all the Terminal related charges and relevant approvals from customs authorities.

8. Containers Handling and VGM Requirements

- i. ACT shall not load a Container onto a Vessel if informed by Customer that the Verified Gross Mass provided by a VGM Declarant exceeds the maximum gross weight indicated on the Safety Approval Plate under the CSC of the relevant Container ("Overweight Container").
- ii. At the request and expense of the Customer, ACT shall intimate the Customer of such Overweight Container and shall request the Customer to strip the Overweight Containers and stuff and seal two or more Containers with the contents removed from the Overweight Containers. All costs and liabilities in stripping of Overweight Containers shall rest on the Customer and ACT shall not be responsible for any loss or costs connected to or arising out of such activities.
- iii. ACT will inform the Customer of a missing Verified Gross Mass. The Customer shall pay the rates outlined in the Tariffs including but not limited to Terminal handling charges, storage and VGM.
- iv. All import Containers delivered from the storage yard will be subject to customs scanning. The Terminal shall not be responsible for any delays encountered due to issues if any related to the scanner.
- v. As the Terminal User or specifically outlined in the Tariff, the Terminal User shall provide the information requested by ACT as set forth in these Terms.
- vi. If not agreed otherwise, the Terminal User shall, or shall procure that another VGM Declarant shall, provide ACT with the Verified Gross Mass as soon as possible and in any event, no later than:
 - a. Cargo Cut Off Time for all packed Containers for export; and
 - b. In advance of inbound Vessel discharge for all packed transshipment Containers not later than 24 hours before arrival, to be used by ACT to prepare and implement the Vessel stowage plan in accordance with SOLAS.
- vii. The Terminal User warrants that all information requested by ACT contained in the Tariff or these Terms, including but not limited to any permits, the Verified Gross Mass and custom clearance documents, is complete and accurate and, where appropriate, is valid and in full force and effect and ACT can rely on any such information in good faith without further investigation and without endangering safe and secure provision of the Container Terminal Services in line with applicable laws, rules and regulations.
- viii. The Terminal User shall inform ACT about any change to the initial submitted information as early as possible but not later than 8 hours before the change shall become effective. Any change request will only become effective upon (a) written confirmation by ACT and (b) written acceptance by the Terminal User of any additional payments or rate adjustments requested by ACT.

9. Acceptance of Containers

- i. The Terminal is not obliged to receive or deliver Containers unless full covering documentation has been provided to the Terminal. The Terminal's responsibility to the Customer for Containers shall commence only when the Containers have been delivered to the designated area and notice of acceptance has been duly given by the Terminal.
- ii. Prior to the presentation for acceptance to the Terminal of any Containers, the Customer shall supply to the Terminal such particulars in writing thereof including weight and other measurements or as may be requested by the Terminal. The Terminal is entitled to rely upon such particulars of the Container, Any damage or loss resulting from the inaccuracy of, or omission from, such particulars given by the Customer shall be the Customer's responsibility and the Customer shall indemnify the Terminal against any loss, damages, claims, costs and expenses which the Terminal may suffer or incur directly or indirectly, as a result of such inaccuracies or omissions.
- iii. The Terminal shall accept no Containers for handling until and unless it is satisfied that adequate space reservation arrangements have been made for the onward carriage of the same within a period of time acceptable to the Terminal.
- iv. Special handling or stacking requirements if any for Containers being received by ACT shall be notified prior of shipment to the ETA of the Container at the Terminal.
- v. The Vessel's agent shall obtain prior acceptance from the Terminal for any RoRo Ships that is not self-propelled in nature. Failure to do so could result in such Cargo being retained on-board, in the event of any resource related constraints, for which the Terminal shall not bear any responsibility.

- vi. The Customer shall make immediate arrangements to attend to vehicles that are found to be immobile due to technical difficulties. In the event of any failure to do so, the Terminal shall make its own arrangements to move such vehicles and charge the Customer for all costs involved, besides levying penalties as appropriate.
- vii. Out of Gauge (OOG) Container acceptance: Prior to accepting OOG bookings it is the responsibility of the Customer to inform and secure Cargo acceptance by ACT in writing.
- viii. The Customer or his agent shall be responsible for any safety hazard or environmental pollution caused due to the failure to follow IMO rules and regulations, and shall bear, and indemnify and hold harmless the Terminal for, all costs and consequences including but not limited to emergency measures initiated, penalties applicable and replacement costs to make good any damage to infrastructure, shall be fully on account of the agent.

10. Condition of Containers

- i. If not agreed otherwise, ACT shall only be required to handle Containers which are (a) nominated to ACT, (b) located at the Terminal and (c) ready for operation within the Cargo Cut Off Time. Unless otherwise agreed, Containers for export shall be customs cleared when gated in.
- ii. The Terminal User warrants and undertakes that each Container which it delivers or causes to be delivered to ACT is upon delivery secure, in a good state of repair, appropriately certified and suitable for its purpose. ACT reserves the right to refuse to accept any Containers or Goods which appear to be damaged or are in its opinion in an unsatisfactory condition.
- iii. In respect of all Goods and Containers, the Terminal User warrants and represents that they:
 - a. are properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the Containers;
 - b. are not liable to give off any injurious dust, gas, fumes, liquid or radiation;
 - c. are not infested, verminous, rotten or subject to fungal attack and not liable to become so while at the Terminal;
 - d. are not over-heated or under-heated or liable to become so while at the Terminal;
 - e. will not contaminate or cause danger, injury or pollution or damage to any person, the Terminal, any other goods, equipment or vessel or the environment adjacent thereto or generally;
 - f. require for their safekeeping no special protection (other than as may be agreed in writing between the Parties) but will remain safe if left standing at the Terminal;
 - g. contain no drugs, prohibited or stolen goods, contraband, pornographic or other illegal matter; and
 - h. are fit for their intended purpose and in a fit and proper condition to be handled or otherwise dealt with by ACT.
- iv. ACT shall inform the Terminal User of any damage to any Container, its contents or packaging which comes to the attention of ACT, and may refuse to load or handle such Containers. If ACT gives notice to the Terminal User of damage to a Container, its contents or packaging, the Terminal User shall be entitled, immediately after such notice being dispatched, to inform ACT in writing that an inspection of the relevant items is required. ACT will thereafter permit the Terminal User or its duly appointed agents upon reasonable notice to inspect the Container, its contents or packaging. For storage and handling of any such Container, its contents or packaging the rates as agreed between the Parties or, in the absence of such agreement, as set forth in the Tariff, shall apply.
- v. All Containers under the Terminal User's control, and to be handled under these Terms, shall at all times be in conformance with the CSC.
- vi. With respect to the Terminal User's Containers laden with, or labelled as containing Hazardous Goods, which are being transported pursuant to a Terminal User's or Vessel's bill of lading, the Terminal User shall ensure that such shipments are documented, labeled, packed and secured in accordance with current International Maritime Organization (IMO) requirements for international freight appearing in the International Maritime Dangerous Goods Code and in accordance with current applicable laws, rules and regulations promulgated by any governmental authority with jurisdiction over same. If not otherwise agreed, the Terminal User shall inform ACT of Hazardous Goods at least 48 hours before arrival at the Terminal including such other data as may be required by ACT.

- vii. In the event that a part of the Terminal cannot be occupied as a result of ACT complying with such applicable laws, rules or regulations. The Terminal User shall pay the rates outlined in the Tariff as if such yard space was fully occupied by the Terminal User.
- viii. If ACT carries out an instruction to open the doors of a Container or to unpack a Container for any purpose whatsoever, this shall be at the sole risk of the Terminal User and ACT shall not be responsible or liable in any way for any deterioration of the contents of the Container or for contamination to other Goods by reason of such deterioration. The Terminal User shall provide appropriate instructions to ACT to ensure compliance with the rules and regulations of customs for opening and unpacking of any Container.
- ix. Subsequent to the initial opening of the Container or the unpacking of a Container, ACT may (but under no obligation to do so) close, reconnect, or connect to a power supply (in the case of a reefer Container), repack or otherwise deal with any such Container and/or its contents at the request of and at the sole cost and expense of the Terminal User or its agent or any such authority as may have jurisdiction.

11. First in - first out (FIFO)

Although the Terminal shall endeavor to allot empty Containers on a FIFO basis, it shall not be responsible for any non-compliance to FIFO and consequently for the refund of any storage charges accruing on Containers that have not been allotted on FIFO basis.

12. Stripping and Stuffing of Containers

If ACT carries out an instruction received from the Customer to open the doors of a Container or to unpack a Container for any purpose whatsoever, this shall be at the sole risk of the Customer and ACT shall not be responsible or liable in any way for any deterioration of the contents of the Container or for contamination to other Goods by reason of such deterioration. The Customer shall ensure compliance with the rules and regulations of customs for opening and unpacking of any Container. ACT may (but shall be under no obligation to do so) close, reconnect, or connect to a power supply (in the case of a Reefer Container), repack, or otherwise deal with any such Container.

13. Reefer Containers

- i. ACT will check and report upon the temperature of Reefer Containers stored at the Container Terminal subject to instructions being given in writing to ACT at least two (2) working days in advance of receipt of a specific Reefer Container by ACT and such instructions are accepted in writing by the Terminal, Terminal may check and report upon the temperatures of Containers as mutually agreed.
- ii. ACT shall not be responsible or liable in any way for any Reefer Container or the refrigeration of refrigerated Cargo if the Customer fails to give written instructions or provides wrong or inadequate instructions concerning the handling thereof.
- iii. If ACT is instructed in writing in accordance with Section E.13 (i) the Terminal will, within a reasonable time of receipt, connect the Reefer Container to a main power supply. The Terminal shall not be obliged to maintain an auxiliary power supply and the Terminal shall under no circumstances be responsible for any failure or discontinuance or interference from time to time in the mains power supply howsoever arising.
- iv. ACT shall not be responsible or liable in any way for the malfunctioning of any Reefer Container stored at the Terminal. ACT shall however, wherever possible, intimate the Customer of such malfunctioning to enable the Customer to take appropriate steps for the removal of the malfunctioning Reefer Container.
- v. If the Customer fails to remove the malfunctioning Reefer Container stored at the Terminal within two (2) days of receipt of such intimation, ACT shall be authorized to remove such Reefer Container from the Terminal at the cost and consequences of the Customer.

F. Provision related to the Services of the Terminal

1. Circumstances Preventing Safe Handling

When, in the Terminal sole opinion, there are any circumstances which will or may prevent or hinder the safe handling, storage, loading, unloading or transport of any Containers or Break Bulk Cargo, the Terminal may, in its sole discretion, refuse to handle the same and shall give notice of such refusal to the Customer, as the case may be. The recipient of such

notice will remove or procure the removal of Containers or Non-containerized Cargo from the Terminal forthwith at the Customer's own risk and expense.

2. Warranties and Indemnities given by the Customer

To enable the Terminal to carry out the provision of the Terminal Services efficiently, the Customer warrants and undertakes that:

- i. All particulars relating to Containers (including, but not limited to reefer Containers) furnished by the Customer in accordance with these terms of business are accurate.
- ii. All Containers are properly packed and labeled and the contents are properly stowed and secured therein.
- iii. All Containers are 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 Terminal.
- iv. All Containers and Cargo comply with applicable laws, orders, regulations, or other requirements of Government, customs, municipal or other authorities whatsoever; and
- v. All reefer Containers have been properly pre-cooled or pre-heated as appropriate and their controls have been properly set and the Customer shall indemnify the Terminal in respect of the consequence of the breach of any of these warranties.
- vi. All equipment on container Ships for discharging and loading Containers is technically compatible with the Terminal's equipment at the Terminal. If Vessel gear is used for discharging and loading of Containers and/or Non-containerized Cargo, then it is the Customer's responsibility to ensure that all gear is fully certified and to produce valid certificates as required upon demand.
- vii. The Terminal shall not be responsible for or be liable in any way, and the Customer shall indemnify ACT against all damages, claims, costs, and expenses suffered or incurred by ACT resulting directly or indirectly from any defects in a Container and/or its contents.
- viii. The Customer is solely responsible for compliance with all laws, ordinances or regulations in force relating to the Vessel and the Cargo and all matters whatsoever related.
- ix. The Customer shall be responsible for any damage to the wharves of Terminal and private jetties, premises, equipment, generating, mooring bollards, all other property, other Ships, and property belonging to the third parties, caused during or arising from berthing or un-berthing and shall indemnify ACT against all claims, demands, losses, costs and expenses arising from any such damage.
- x. The Customer shall be responsible for clearing all Cargo dunnage, cargo residue, spillage etc that has occurred as an outcome of Containers /Cargo discharge or delivery. Any failure to do so shall result in ACT undertaking cleaning activity and recovering related charges from the Customer as per the ACT Tariff.
- xi. The Customer shall indemnify the Terminal and keep ACT indemnified against all judgments, demands, claims, liabilities, penalties, losses (whether actual or consequential) costs and expenses whatsoever including all legal and other costs, charges and expenses arising in relation to and/or out of or in connection with the refuel & sludge removal from the Vessel including but not limited to spills, leakage, contamination ,fire and personal injuries /death and / or any risks that may result from sludge, refuel ,spill or any leakage.
- xii. Customers are not permitted to carry out the cleaning of their trucks, equipment, or Containers within the premises of the Terminal. Any failure to comply with these requirements shall result in suitable disciplinary action and the application of penal charges as per ACT Tariffs and regulations.
- xiii. Upon the delivery of any container to the Terminal, the Customer shall undertake to the Terminal that all values and other particulars in respect thereof supplied to the Terminal for customs or other purposes and all necessary customs permits are complete and accurate and, where appropriate, are valid and in full force and effect. The Customer shall indemnify the Terminal and its employees, servants or agents against all loss, damages, claims, costs, expenses, fines, and penalties that the Terminal or its servants, or agents may incur or suffer directly or indirectly as a result of any breach of this undertaking.

- xiv. The Customer shall ensure that Containers delivered to the Terminal are weatherproof.
- xv. The Customer shall indemnify the Terminal, against all claims arising by reason of:
 - a. Any defects in any container or the contents thereof.
 - b. Any mixture or confusion of cargo; and/or
 - c. Shifting or movement of the cargo.

3. Customs Rules & Regulations

- i. Containers and other related activities / Services undertaken by the Terminal is governed by the rules and regulations laid down by the customs authorities of the Kingdom of Jordan.
- ii. Containers operations and other related activities / Services on a Vessel can only commence once customs authorities have boarded the Vessel and have customs cleared the Vessel. The Vessel operating agent is responsible for coordinating and arranging for customs clearance. The Terminal does not take any responsibility for any delay in organizing customs clearance.
- iii. The Vessel operating agent is also responsible for submitting the required manifests to customs as per their deadline.
- iv. Containers for exports are only accepted through the gate by the Terminal, subject to customs approval.
- v. The Terminal is not responsible for any disputes or delays arising on account of the customs authorities.

4. Delivery Orders

- i. The Terminal will release the Container to the Shipping Line's Customers (Consignees) based on the Delivery Order issued through ASYCUDA SYSTEM ACTIVATION from the Shipping Line to the Clearance Agent's Customers (Consignees).
- ii. The Consignee will appoint Clearance Agent for the purposes of formalizing all terminal clearance process and shall make the same known to the Shipping Line and Customs by notice in writing being authorized to sign on Consignee behalf. The Terminal shall not be required to deliver or otherwise deal with any Container except with the authority of a delivery order processed through the ASYCUDA SYSTEM ACTIVATION.

5. Valuable Cargo

- i. ACT shall not be bound to accept Cargo of high value or which requires special care including, but without limitation:
 - a. Gold.
 - b. Silver.
 - c. Bullion, coins, and currency notes.
 - d. Precious stones.
 - e. Precious metals.
 - f. Securities for cash and stamping.
 - g. Documents and title deeds.
 - h. Opium, essential oils, and similar valuable drugs.
 - i. Lace, fur, and feathers.
 - j. Works of art and paintings.
 - k. Scientific instruments of all kinds.
 - l. Revenue or postal stamps.
 - m. Gold, silver, and platinum watches.
 - n. Precious metal jewelry works; and
 - o. Antiques.
 - p. And any other valuables.
- ii. The Customer shall give the Terminal at least fifteen (15) days prior written notice of its intended delivery of such Cargo to the Terminal whether by Vessel or transporter to enable the Terminal to decide whether or not it will accept such Cargo. Under no circumstances shall the Customer deliver to the Terminal such Cargo, without the prior written approval

of ACT. If such Cargo is delivered to the Terminal without its prior written approval, then that Cargo will at all times be at the sole risk of the Customer and ACT shall not be liable for any loss or damage howsoever caused to such Cargo.

- iii. Notwithstanding the prior written approval of ACT in accordance with Section F.5. (ii) above, the Terminal's liability for loss of and/or damage to valuable Cargo as described in Section F.5 (ii) above shall be limited to the amounts as set out in Section J except to the extent that ACT agrees in writing to a higher limit on liability in a particular case. The Customer shall be responsible for any additional costs of insurance (including, but not limited to, additional premiums and fees) that ACT incurs as a consequence of acceptance of valuable Cargo.

6. Hazardous Cargo and Dutiable Cargo

- i. The Customer shall ensure that all goods tendered to the Terminal for loading and/or unloading, comply with all applicable regulations for Hazardous Cargo and/or Dutiable Cargo and shall Indemnify ACT against any breach of this clause.
- ii. Prior to accepting hazardous cargo bookings, it is the responsibility of the Customer to ensure that such hazardous cargo is permitted to be handled and stored at the Terminal.
- iii. The Customer warrants that full details of any hazardous cargo will be correctly declared in writing to the Terminal.
- iv. The Terminal has the right to refuse to handle Containers / Cargo which, upon inspection, is found not to comply with the applicable rules or regulations or ordinances or prevalent laws and to reject and/or return such Containers / Cargo at the sole expense and risk of the Customer.

7. Lien

- i. All Containers and Goods and all documents relating to Containers and Goods shall be subject to a particular and general lien respectively for charges due to the Terminal and any other entity in the Group in respect of such Containers or Goods from the Terminal User. If any charges are not paid within one (1) calendar month after notice requiring payment has been given to the Terminal User, the Containers or Goods subject to such lien, may be sold and the proceeds applied in or towards satisfaction of the outstanding charges and the costs incurred by the Group in such sale. Any sale of Containers or Goods pursuant to these Terms, may be conducted by private treaty, by public auction or otherwise in such manner as the Group shall in its sole discretion determine and the Group shall not be liable for any loss and/or damage to any person whatsoever as a result thereof. This lien shall be in addition to any allowed by law.
- ii. Notwithstanding the above, Cargo in the Terminal that has the intention of being imported or exported, but remaining un-cleared, not taken delivery off, or shipped out of the Terminal within a period of Ninety (90) days from the date of arrival at the Terminal; shall be subject to auction proceedings initiated by the Jordanian Custom Authorities. All costs and consequences arising as a result of such auction proceedings shall be solely on the account of the Customer.
- iii. Release of a Vessel involved in any incident or accident will be subject to a letter of undertaking being received from the P&I club representing the Vessel.

8. Customer Portal

Customer's portal CAP shall be the preferred mode for processing service requests and reporting of activities.

9. Berthing & Productivity Guaranties

ACT does not offer any berthing or productivity guarantees to the Customer.

10. Right to Provide Services

ACT reserves the right to provide all services covered under the terms of the Concession. Included among these but not limited to, is the lashing of Containers and the use equipment for performing the Terminal Services. Any exceptions need to be specifically authorized in writing by the management of ACT Company.

11. Aids to Navigation

ACT is not responsible for the deployment and maintenance of all the channel buoys at the Terminal or its approaches including light floats and radar beacons.

12. Leakage and Spillage

- i. The Customer shall pay any costs and expenses which may be incurred by ACT in the clean-up of any leaking Container or in complying with any applicable laws, rules and regulations requiring the movement, treatment, removal, or destruction of waste material of Goods or infested, contaminated, or condemned Goods or the treatment of the Terminal as a result of any infestation or contamination arising from handling such.
- ii. In the event of any leakage or spillage the Customer (respective shipping line or agent) involved shall be responsible for undertaking measures to restore the area affected by the spillage to its original condition prior to the spill/leak.
- iii. If the Customer fails to undertake cleaning within 48 hours of the notification of spillage or leakage, then the Terminal shall initiate steps as required to restore the condition of the affected area to its original state prior to the spill/leak. All costs incurred in this connection shall be fully recovered from the Customer, in addition to those stipulated in the Terminal Tariff.
- i. Should the Customer undertake cleaning of the affected area, then an inspection to assess its condition after cleaning shall be conducted by the Terminal. If the cleaning undertaken is deemed ineffective, then the Terminal shall initiate steps as necessary to restore the affected area to its original condition prior to the spill/leak. All costs incurred in this connection shall be fully recovered from the Customer, in addition to those stipulated in the Terminal Tariff.

13. ISPS

- i. Vessels – Terminal Facility Interface
 - a. All Vessels on international voyage must comply with applicable Flag State rules, international codes, protocols, and conventions. All such Vessels must submit in advance a valid ISPS International Ship Security Certificate (ISSC), Crew list, and Declaration of Last 10 Ports of Call to the PFSO as specified in the Terminal procedures. Such Vessels will be in possession of their own Vessel Security Plans and are required also to monitor the surrounding areas for any suspect activity.
 - b. Vessels interfacing with the Terminal Facility should never be at a lower security level than the Terminal facility. Section A/7.6, of the ISPS Code requires Vessels to set Security Level 2 or 3, as appropriate, prior to entering any Terminal where the Government has set a higher security level. Vessels that are unwilling or unable to set the prescribed security level will be denied entry until the matter is resolved by the appropriate authorities.
 - c. In the case of a Vessel that is at a higher security level than that set by the Terminal Facility, the Vessel is required to immediately notify the PFSO and appropriate Government authorities. Unless otherwise directed, the Terminal will not raise the security level of the Terminal Facility level based on a Vessel setting a security level higher than that prescribed by the Government or the Authority. While completing the DoS, as discussed in Section 7.1 of the ISPS Code, the PFSO and the SSO will mutually agree upon on all security measures to be implemented and any additional actions necessary to accommodate the special circumstance.
 - d. Any situation which requires the use of weapons/firearms or ammunition by Vessels while in the Terminal Facility must be cleared in advance with the PFSO.
- ii. Access to Vessels and the Terminal
 - a. The Terminal Facility is ISPS certified and will use reasonable endeavors to enforce strict controls to prevent un-authorized access to the Terminal, as part of its compliance to the ISPS code.
 - b. The Vessel is responsible for maintaining proper security by restricting access to the Vessel during its Terminal stay. All employees of the Terminal, its sub-contractors and permanent Customers have been issued with plastic photo-ID cards. Additional security can however be provided by the Terminal upon request at costs specified in Terminal Tariff.
 - c. In keeping with safety rules, Vessel's crew is expected to be attired in safety gear at all times while at the Terminal. Unescorted personnel in the Terminal Facility pose both unacceptable security and safety risks.

An informative signboard is placed at each of the Vessel's gangway for the benefit of the crew. This signboard includes a contact number which may be used by the Vessel's Master/ Crew (or their agents) to call for transportation within the Terminal Facility Walking (especially without proper PPE) or using the Port Facility for any recreational activities is strictly prohibited. PPE (as a minimum) consist of a Helmet, Reflective vest, and Steel toe shoes.

- d. The entry of private cars into the Terminal Facility is restricted. All Customers are encouraged to use the shuttle bus service which operates on a 24 hourly and 7 days a week basis throughout the Terminal Facility. Any exceptions made regarding the use of private cars, shall be at the sole discretion of the management of the Terminal.

14. Stowaways

- i. Stowaways must stay onboard a Ship under the master's responsibility.
- ii. Should a customer's representative decide to repatriate the stowaway, all laws, regulations, and requirements of the Government must be followed.
- iii. If the stowaway escapes from the custody of the Customer's representative the Terminal will inform the Authority, Agent and the Local Police and the Agent shall be responsible for all costs that might be involved.
- iv. The Terminal reserves the right not to allow such repatriation if it considers it may endanger its employees, agent or any person that might be involved in the process.

15. Damage During Cranage

- i. Where ACT undertakes the crantage of Goods and/or Containers to and from Vessels or vehicles, except in case of sole gross negligence of ACT, its servants, sub-contractors and agents, ACT shall not be responsible for any loss, damage or costs suffered or incurred, arising out of or in connection to:
 - a. Any of the cranes or the load attached thereto colliding with the rigging, spares or other equipment of the Vessel, or resulting from the shifting or movement of the Vessel or any of its equipment.
 - b. Faulty slinging or improper loading of any Goods and/or Containers by persons, other than the servants of ACT acting within the scope of their employment.

16. Delays

- i. Any unlashing time extending beyond the scheduled Vessel operation start time caused by the Terminal User or Vessel shall incur charges as per the Tariff.
- ii. The Parties shall maintain its engines in a state of readiness to respond to emergency situations and to avoid delays in leaving the Terminal as soon as ACT informs the Terminal User that the Container Terminal Services have been completed. The Customer shall pay the applicable rates for each day that the Vessel is berthed at the Terminal for any reason, including for the avoidance of doubt, if a Vessel is berthed at a Terminal due to engine failure.
- iii. Shipment delays, charges and/or costs, including any civil fines, associated with non-compliance with the terms of this Clause C shall be the responsibility of the Terminal User. Any idle time incurred by ACT due to non-compliance by the Terminal User of this Clause C shall be charged as per Tariff.

17. Fire Protection

All Customers are expected to follow the fire protection and prevention measures established for the safety of persons and property in the Terminal.

G. Payment and Rates

- i. The rates for the provision of Container Terminal Services shall be the rates agreed in writing between the Parties or, where no such rates have been agreed, the rates listed in the Tariffs at the date of the Confirmation.

- ii. If not otherwise agreed in writing between the Parties, the rates shall be paid by the Terminal User in accordance with the following payment terms:
- iii. All sums payable to ACT shall be paid in advance to ACT before requesting any Container Terminal Services.
- iv. All payments shall refer to the invoice number and amount. If no reference to the respective invoice number and amount is indicated by the Terminal User, ACT reserves the right to allocate such payments to the oldest outstanding payment by the Terminal User. ACT will inform the Terminal User accordingly. Any payments to be made from ACT to Terminal Users shall only become due when the Terminal User is in compliance with all its contractual obligations towards ACT.
- v. All payments due from a Terminal User shall be made without any set off, counter claim, deduction or stay of execution.
- vi. If a Terminal User fails to make any payment when they fall due under these Terms and any other agreement between the Parties, ACT, without prejudice to its other rights (i) shall not be obligated to commence performance of its obligations under these Terms or any other agreement between the Parties (or it may suspend the performance of any such obligations if already commenced, at its own discretion); (ii) shall have the right to charge interest on such overdue amounts at a rate equal to LIBOR for the currency of the invoice on the overdue amount, until the date of actual payment; (iii) shall have the right to charge a penalty of [insert penalty amount] of the overdue amount.
- vii. If as a result of a change in applicable laws, rules or regulations (including SOLAS), ACT's costs in order to comply with its obligations under such are increased, ACT may recover such additional costs from the Terminal User.

H. Use of EDI (Electronic Data Interchange) Communication

- i. This Clause shall apply (without prejudice to the other Clauses in these Terms) where partial or exclusive transmission and interchange of information between the Parties happens by means of an EDI Communication.
- ii. Upon such agreement, the Terminal User and ACT shall use EDI Communication and shall exchange all details and information required to enable the other Party to fulfill its obligations related to the provision of Container Terminal Services.
- iii. ACT shall determine and monitor the progress of the development, implementation, and priority of EDI Communication.
- iv. All messages submitted via EDI Communication must properly identify the sender and recipient and comply in all respects with the global standards of EDIFACT, ANSI X13 and any other formats agreed by both parties. ACT reserves the right to amend these standards from time to time, such amendment to be notified to the Terminal User indicating the time the amendment shall become operative.
- v. The service mailbox or any other receiver, receiving date and time of the transmitted message (or of the first or original transmission in case of repeated transmission of the same message) shall be treated as the receiving date and time of the message by the recipient.
- vi. The Parties shall maintain (without modification) a message data log containing dates and times of transmission of all EDI messages ("Message Data Log"). Data contained in the Message Data Log shall be retained by way of record for a period of not less than twelve (12) months. The Message Data Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the data must be capable of being readily retrieved and presented in human readable form.
- vii. The Parties acknowledge that in the event of any complete or partial breakdown or failure of the system supporting EDI communication, they will take all necessary steps to ensure the continued transmission and receipt of relevant messages, notices, and information by alternative and/or additional means such that the performance of the obligation under these Terms is not adversely affected.
- viii. Each of the Parties shall:
 - a. take reasonable care in so far as it is within its power to do so to ensure that the transmissions of messages are secure and prevent unauthorized access to its EDI Communication and the Message Data Log;
 - b. ensure that messages containing confidential information as designated by the sender of the message are maintained by the recipient in confidence and are not disclosed to any person not otherwise authorized or used by the recipient

outside the terms imposed by the sender. Any authorized disclosure to a third party shall be made only after getting a prior written approval of ACT;

- c. apply special protection, where permissible, by encryption or by other agreed means unless the Parties agree otherwise.
- d. ACT and the Terminal User accept the integrity of all messages and agree to accord these the same status as would be applicable to notices or information sent other than by electronic means, unless such message can be shown to have been corrupted as a result of technical failure on the part of any machine, system or transmission by the Terminal User. Where there is evidence that a message has been corrupted or if any message is identified or capable of being identified by the sender as incorrect, it shall be re-transmitted as soon as practicable with a clear indication that it is a corrected message.
- e. The sender is responsible and shall use its best endeavors to ensure that messages are complete and correct. Notwithstanding the foregoing, the recipient must immediately inform the sender if it is, or should in all the circumstances, be reasonably obvious to the recipient that the transmission of such message is incomplete, incorrect, or otherwise deficient and in no event shall any of the Parties be liable in accordance with these Terms for the consequences of any such deficiency.
- f. If the recipient has reason to believe that a message is not intended for it, it should take reasonable action to inform the sender and should delete the information contained in such a message from its system apart from the Message Data Log.

I. Compliance

- i. Each Terminal User represents and undertakes that:
 - a. in its performance under these Terms, it and all of its affiliates, directors, officers or sub-contractors will comply in all material respects with all applicable laws, rules, regulations or similar instruments including relating to anti-corruption, competition law and foreign trade controls (export controls and sanctions laws of the UN, the EU and US or other relevant regulator).
 - b. it will not give, promise or attempt to give or approve the giving of anything of value to any person, for illegal purposes or for improperly obtaining or retaining business.
 - c. it shall not deal, or cause ACT to deal, with any person or entity in respect of transactions prohibited by foreign trade controls, except with ACT' prior written consent; or which could damage ACT' commercial or other reputation interests, even if not in violation of any foreign trade controls.
 - d. it has established processes and maintains policies and procedures to prevent violation of this Clause
- ii. If a Terminal User breaches any of its obligations or representations in this Clause F., ACT may terminate its relationship with that Terminal User (and where relevant, cease its services) with immediate effect without incurring any liability.
- iii. Each Terminal User shall maintain adequate records in order to verify its compliance with these provisions, and it shall permit ACT or a certified public accountant designated by ACT to audit such records including all applicable bank accounts and applicable bank transactions at ACT' reasonable discretion if ACT has a bona fide belief that the Terminal User or any of its associated persons is in breach of this Section I or in case of any investigation by or allegation from any applicable public authority regarding potential violations of relevant laws involving these matters. The Parties shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation.
- iv. Each Terminal User expressly agrees to indemnify ACT and its affiliates against any and all claims, judgments, demands, liabilities, fines, penalties, charges, costs and expenses of whichever nature (including legal costs) arising out of or caused by any unlawful or negligent act or omission of such Terminal User (including any breach of contract) under or related to this Clause D. (each an "Indemnification Trigger"). Each Terminal User also waives all rights of recourse against ACT and its affiliates for any Indemnification Trigger.

J. Liability

1. Loss or damage to Goods

- i. ACT shall only be liable for loss of or damage to, any Goods or whilst in the custody or control of ACT to the extent the same is caused by the negligence or willful misconduct of ACT and such liability shall be limited to the lesser of:
 - a. the value of the Goods or Vehicles actually lost or damaged, namely the reasonable repair cost or replacement cost (with Goods or Vehicles of the same age and in the same condition) of the Goods or Vehicles lost or damaged.
 - b. the limits of liability upon which the Terminal User could rely in a claim brought against it in accordance with the bill of lading or other transport document, evidencing a contract of carriage which has been issued in respect of Goods carried by the Terminal User ("Carriage Contract");
- ii. The Terminal User shall ensure that all Carriage Contracts incorporate a clause to the effect that ACT will have the benefit of the provisions, including the law and jurisdiction provisions of that Carriage Contract to the extent such provisions benefit the Terminal User. ACT authorizes, empowers and directs the Terminal User to act, and the Terminal User hereby agrees to act, as trustee and/or agent for ACT for the limited purpose only of complying with this Clause.
- iii. In addition to being able to rely on these Terms, ACT has the right to avail itself of and invoke any limitation or exclusion of liability, immunity, defense, right, remedy and/or law and jurisdiction clause contained in the Carriage Contract as if ACT were the carrier and Terminal User were the merchant referred to in the Carriage Contract.

2. Loss or damage to Containers

- i. ACT shall only be liable for loss of, or damage to, any Container or other Terminal User equipment whilst in the custody or control of ACT to the extent the same was caused by the negligence or willful misconduct of ACT and such liability shall be limited to the lesser of:
 - a. the reasonable repair cost of the Container or other equipment damaged; and
 - b. the depreciated value of the Container or other equipment lost or damaged, provided that in no circumstances shall the liability exceed:
 - 1. five hundred United States dollars (USD 500) per Container in the case of any regular 20' dry Container;
 - 2. Seven hundred and fifty United States dollars (USD 750) per Container in the case of any regular dry Container of more than 20' in length;
 - 3. Three thousand United States dollars (USD 3,000) per Container in the case of any 20' reefer Container.
 - 4. Four thousand five hundred United States dollars (USD 4,500) per Container in the case of any reefer Container of more than 20' in length.
 - 5. Seven thousand United States dollars (USD 7,000) per chassis in the case of any chassis.
 - 6. Two thousand United States dollars (USD 2,000) per genset in the case of any genset; and
- ii. The depreciated value of the Container or other equipment shall be calculated on the basis of the respective values in Section J.1 and Section J.2 with a straight-line depreciation of five per cent. (5%) per annum from the date of manufacture (as evidenced for Containers in the container safety certificate) until the day before the incident.

3. Loss or damage to Vessels

ACT shall only be liable for loss of, or damage to, any Vessel whilst at the Terminal to the extent the same was caused by the negligence or willful misconduct of ACT and liability shall be limited to the lesser of:

- i. the reasonable repair cost of the Vessel.

The Terminal shall only be liable to a Customer for any loss or damage to a Container Ship (including gear and all other equipment) where such loss and/or damage was caused by the gross negligence or willful default of the Terminal, its agents, servants or Sub-contractors and notwithstanding anything contained in this TOB or elsewhere, the maximum liability of the terminal to the Customer in relation to each incident shall be limited to fifty thousand United States Dollars US\$ 50,000.

4. Proof of liability

ACT shall not be liable under Section J.1, J.2 or J.3 unless the Terminal User can establish that the loss or damage was caused by the negligence or willful misconduct of ACT. If the loss or damage was contributed to by the act or omission of the Terminal

User or any other person, ACT shall be exonerated from liability under Clauses J.1, J.2 or J.3 to the extent that such act or omission contributed to the loss or damage.

5. Entire liability

The maximum aggregate liability of ACT for losses and/or damages under Section J.1, J.2 or J.3 which arises out of a single incident or series of connected incidents, and whether such losses and/or damages are sustained by more than one person, shall in no circumstances exceed One Hundred Thousand United States dollars (USD 100,000) ("Overall Liability Cap"). Where, in respect of a single incident or series of connected incidents, the losses and/or damages are sustained by more than one person, the Overall Liability Cap shall be applied to all claims brought by each person on a pro-rata basis (i.e. based on the proportion each person's claims bear to the total amount claimed by all such persons).

6. Liability of Delay

- i. Except under special arrangements made previously in writing between ACT and the Terminal User, in no circumstances shall ACT have any liability whatsoever or howsoever arising (including negligence and willful misconduct) with regard to any failure to adhere to any timeframe or any delay.
- ii. If ACT fails to adhere to timeframes agreed with the Terminal User or if (without prejudice to Section J.6 (i) ACT is found liable for loss or damage caused by delay, the liability of ACT for such loss or damage shall not in any circumstances whatsoever exceed a sum equal to the amount of the rates in respect of the Container Terminal Services provided in relation to the relevant Goods, Container(s), Vehicle and/or Vessel.

7. Exclusion of liability for certain losses

- i. ACT shall have no liability for loss of or damage to any Goods, Container(s), Vehicle or Vessel howsoever arising (whether caused by negligence or otherwise) if such loss or damage has been caused by matters beyond the control of ACT including, without limitation to the generality of this exclusion:
 - a. any failure of the Terminal User, or any third party, to comply with the advice and recommendations of the IMO/ILO/UNECE Code of Practice for Packing of Cargo Transport Units (CTU Code); or
 - b. any failure of the Terminal User, or any third party, to comply with the SOLAS Regulations; or
 - c. the receipt by ACT of an Overweight Container.
 - d. ACT not having received a Verified Gross Mass before the deadline contained in Section E.2 (ii).
 - e. insufficient, inadequate, or defective packing or marks; or
 - f. incorrect setting of any thermostatic, ventilation or other special controls of the Container; or
 - g. inherent vice of the Goods, Container(s), Vehicle or Vessel; or
 - h. instructions of the Terminal User; or
 - i. the delivery of Goods, Containers, or equipment to incorrect persons where delivery has been made against a fraudulent or stolen bill of lading or similar document of title.
- ii. Notwithstanding any other provision of these Terms, ACT shall have no liability (whether direct or indirect) for any loss of profit, loss of revenue, loss of business or expected business, loss of market share, loss of goodwill or reputation, loss of use or corruption of software, data, or information or for any special, indirect, consequential or penal loss howsoever arising. The foregoing limitation shall apply regardless of the form of action, whether the damages or other relief sought are based on breach of warranty, breach of contract, tort (including negligence), strict product liability or any other legal or equitable theory, even if the other party has been advised of the possibilities of such damages.

8. Exceptions

Nothing in these Terms shall exclude or restrict the liability of the Terminal User for death or personal injury caused by its negligence or other act or omission, for which liability may not be excluded or limited under applicable law.

9. Notification of claims

Any claim by the Terminal User against ACT arising in respect of any Container Terminal Service provided to or by a Terminal User, or which ACT has undertaken to provide shall be made in writing, stating in reasonable detail the nature of the claim,

and notified to ACT within a reasonable time, but in any event within fifteen (15) days from the date upon which the Terminal User became, or ought reasonably to have become, aware of the loss, damage, delay or failure to adhere to any timeframe alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred. Notification of damages caused to Vessels shall be an exception to notify the Terminal within One (1) hour of damage having occurred, lack of timely notification shall be cause for denial of any such claims.

10. Time limit for claims

ACT shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Container Terminal Service provided to or by the Terminal User, or which ACT has undertaken to provide, unless legal proceedings are commenced thereof within sixty (60) days from the date of the loss, damage, delay, or failure to adhere to any timeframe alleged to give rise to a claim.

11. Minimum claim threshold

A Terminal User shall not be entitled to bring any claim howsoever arising (including negligence and willful misconduct) unless and until the amount of any such claim exceeds Five Hundred United States dollars (USD 500).

12. Joint and several liabilities

These Terms are between ACT and the Terminal User. Every person defined as the Terminal User is jointly and severally liable to ACT for all of the Terminal User's undertakings, responsibilities and liabilities under or in connection with these Terms and to pay the rates agreed or listed in the Tariff.

13. Application to claims in tort.

The defenses, exclusions and limits of liability provided for in these Terms shall apply in any claim against ACT whether the claim be founded in tort, bailment, contract, breach of express or implied warranty or otherwise and even if the loss, damage or delay arose as a result of negligence, willful misconduct or fundamental breach of contract.

14. Indemnity for excess liability

The Terminal User shall indemnify ACT 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 ACT, as a result of, or in connection with:

- i. any claim (including without limitation a claim made by the owner of the Goods, the Containers, the Vehicle or the Vessel or any other person who is, or may become, interested in the Goods, the Containers, Vehicle or the Vessel or any customs authority) when such claim arises from or in connection with the Container Terminal Services (whether caused by the negligence of ACT or otherwise) or the information required under Section E.2 or F.2 and to the extent such claim exceeds the liability of ACT under these Terms.
- ii. any breach by Terminal User of the obligations or warranties given in Section E.2 or F.2 (or any combination of the foregoing).
- iii. weighing, loading, non-loading, storage, , additional transport, shunting, handling, stripping, stuffing, release or return to the Terminal User or the Shipper or other charges for any packed Container which [is an Overweight Container], does not have a Verified Gross Mass provided by the Terminal User or another VGM Declarant [or has a Verified Gross Mass provided by the Terminal User or another VGM Declarant found to be incorrect or inaccurate by ACT.
- iv. delays or missed sailings arising out of or in connection with the activities performed by ACT in Section E.8 (i), (ii),(iii), (iv) above.
- v. ACT acting in accordance with Terminal User's instructions; and
- vi. any death or personal injury of any person or damage to any property whatsoever arising from the presence of the Terminal User at the Terminal, the use by the Terminal User of the Terminal, the presence of the Vessel or Vehicle at the Terminal or the presence of the Goods on the Vessel or Vehicle (whilst the Vessel or Vehicle is at the Terminal) or within the Terminal but only to the extent that such is caused by a breach of contract, default or negligence of the Terminal User or its customers and supplier.

15. Insurance

- i. ACT is under no obligation to maintain property insurance for Goods, Containers, Vehicles or Vessels. The rates for the Services do not include insurance of any kind.
- ii. ACT shall, at its own expense, procure and maintain policies of insurance covering:
 - a. any liabilities assumed by it under these Terms; and
 - b. any requirements by law, including general public and third-party liability.
- iii. the Terminal User shall maintain or shall cause Vessels and their equipment, appurtenances, gear and machinery to be maintained in a thoroughly fit and seaworthy condition at all times. Vessels shall be kept continuously in class in accordance with the law, rules and regulation of their classification society. The Terminal User shall, and shall procure that third-party owners of Vessels shall, maintain the following insurances and shall furnish to ACT's representative certificates or copies of policies (or in the case of P&I cover, a certificate of entry) evidencing such insurance:
 - a. Hull and Machinery insurance, in accordance with ITC hull clauses 1983 or equivalent conditions, in an amount no less than the full market value of the Vessel.
 - b. P&I cover on standard terms and customary limits with a member of the International Group of P&I Clubs.
 - c. any requirements by law and
- iv. To the extent not included in the Hull and Machinery insurance or P&I Cover, Fixed and Floating Object insurance, with limits no less than twenty million United States dollars (USD 20 million).
- v. Anti-pollution and pollution clean-up insurance with limits no less than ten million United States dollars (USD 10 million), and wreck removal insurance with limits no less than ten million United States dollars (USD 10 million).
- vi. the Terminal User shall maintain or shall cause Vehicles and their equipment, appurtenances, gear and machinery to be maintained in a thoroughly fit and worthy condition at all times. Vehicles shall be kept continuously in class in accordance with the rules of the relevant law, rules and regulations. The Terminal User shall, and shall procure that third-party owners of Vehicles shall, maintain the following insurances and shall furnish to ACT's representative certificates or copies of policies evidencing such insurance:
 - a. commercial general liability insurance with a minimum combined single limit coverage for bodily injury and property damage of USD 5,000,000 per occurrence.
 - b. commercial automobile liability insurance covering all owned, non-owned or hired vehicles with a minimum combined single limit coverage for bodily injury and property damage of USD 1,000,000 per occurrence.
 - c. workers' compensation and employers' liability insurance in accordance with the requirements applicable laws and regulations.
- vii. any requirements by law
- viii. The Terminal User shall provide ACT with written notice at least thirty (30) days prior to cancellation, non-renewal or material change in any policy. Insurance must be maintained without any lapse in coverage. Failure by ACT to demand certificates or other evidence of full compliance with these insurance requirements, or failure to identify any deficiency or non-compliance with coverage requirements, shall not be construed as a waiver of Terminal User's obligation to maintain the required insurance.

K. Force Majeure

- i. ACT shall be relieved from liability for any cargo loss, damage and delay in the performance or failure to perform part or all of its obligations under these Terms if such delay or failure is caused by or results from Force Majeure for so long as the event of Force Majeure or the delay in the performance or failure to perform continues. Provided however that an event of Force Majeure shall not release the Terminal User from its payment obligations arising under these Terms.
- ii. "Force Majeure" means an event or circumstance beyond the reasonable control of ACT including, but not limited to, any act of God, act of public enemies, war, warlike acts, terrorism, cyber-attack, restraint of governments, riots, strikes, lockouts or other labor or industrial disputes, failure of a utility service, insurrections, civil commotion, civil disobedience,

floods, fire, restrictions due to quarantines, sanctions or radioactivity, epidemics, storms, tempest, typhoon, hurricane, tsunami or any other event or circumstance beyond the reasonable control of ACT. Notwithstanding the aforesaid the following shall be considered as Force Majeure within the meaning of these Terms: (i) Restrictions on imports imposed by the Port Authorities or any other authority, organ or instrumentality of [jurisdiction]; (ii) Confiscation, expropriation or nationalization of Terminal assets; (iii) Commandeering or requisition of Terminal assets; (iv) any law or governmental order, rule, regulation or direction, in each case outlined in (ii), (iii) and (iv), by the Government of the country where ACT has its registered office or primary place of business; or (v) any event or circumstance of a nature analogous to any of the foregoing.

- iii. ACT shall use all reasonable efforts to mitigate and overcome the effects of the occurrence of Force Majeure in order to maintain or resume performance. Provided that ACT shall be required under this provision to settle any strike, lockout, or other labor or industrial dispute under terms it considers as being unfavorable to itself.
- iv. If an event of Force Majeure occurs, ACT shall notify the Terminal User (the "Non-Affected Party"), as soon as reasonably practicable which may affect the performance of part or all of its obligations in a material way, of:
 - a. the occurrence and nature of the event of Force Majeure;
 - b. its expected duration (so far as can be reasonably assessed);
 - c. the obligations of ACT, which cannot be fully performed as a result;
 - d. the mitigating actions and remedies, which ACT proposes to take.
- v. ACT shall keep the Non-Affected Party informed of developments, including the performance by it of the mitigating actions and remedies, and the results thereof.
- vi. If the Terminal User's obligations are not performed, substantially not performed or delayed due to an event of Force Majeure for a continuous period exceeding seven (7) days, ACT may terminate these Terms and any agreement between the Parties with immediate effect.

L. Law and Jurisdiction

- i. The provisions and interpretations herein, as well as any contractual obligations arising from or related to these provisions, are subject to and interpreted according to Jordanian law, without regard to any conflict of laws rules, and fall within the jurisdiction of Jordanian courts. Any dispute arising from or related to these provisions must be exclusively referred to Jordanian courts, provided that the value of any claim or counterclaim does not exceed \$200,000 USD.
- ii. In cases where the value of any claim or counterclaim exceeds \$200,000 USD, the dispute must be referred to arbitration in London / UK as follows:
 - a. Any party wish to refer the dispute to arbitration must appoint its arbitrator and send notice of such appointment in writing to the other party, requesting the other party to appoint its arbitrator within fourteen (14) calendar days from the date of that notice. The notice must state that the appointing party will appoint its arbitrator as a sole arbitrator unless the other party appoints its arbitrator within the specified fourteen (14) days.
 - b. If the other party fails to appoint its arbitrator and send notice of such appointment within the specified fourteen (14) days, the party referring the dispute to arbitration may, without being obliged to give any further prior notice to the other party, appoint its arbitrator as a sole arbitrator and inform the other party accordingly. The decision of the sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

M. General

- i. Should any term, covenant, condition or provision in these Terms be held invalid or unenforceable, the remainder of these Terms and the application of such term, covenant, condition or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of these Terms shall be valid and enforceable to the extent permitted by law. However, if such term, covenant, condition or provision in these Terms is a material part of these Terms, the Parties shall use their best endeavors to agree a valid and enforceable replacement which achieves (so far as possible) materially the same effect.

- ii. Any party for whom ACT is responsible shall have the benefit of the exclusions of liability contained in, and shall have the right to enforce, the provisions of these Terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- iii. Except as stated in Section J.1 (ii), the Parties do not intend that these Terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. No consent of any person who is not a party to these Terms shall be required to amend any term of these Terms or release, settle or compromise any liability under it.
- iv. The relationship of ACT and the Terminal User under these Terms is that of independent contractors, and neither Party is an employee, agent, partner or in a joint venture with the other. Each Party shall be solely responsible and liable for any employment-related taxes, insurance premiums or other employment benefits related to its respective performance under these Terms. Neither Party shall be responsible for the payment of any duties or taxes imposed on the income or profits of the other Party.
- v. Any entity within the Group shall have the right to assign or otherwise transfer its right, title, interest and obligations under these Terms to any affiliate. The Terminal User shall not be entitled to assign, or otherwise transfer or subcontract all or any of its rights, title, interest or obligations under these Terms without the prior written consent of ACT.
- vi. ACT may sub-contract the Container Terminal Services and ACT shall remain responsible for its sub-contractors and their performance.
- vii. The failure to exercise or delay in exercising a right or remedy provided for in these Terms or by law does not constitute a waiver of the rights or remedies. No single or partial exercise of a right or remedy provided for by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- viii. The Terminal User undertakes that no claim or allegation in respect of the Container Terminal Services or use of the Terminal whether arising in contract, bailment, tort or otherwise shall be made against any member of the Group, subcontractor or any of their employees, servants, agents. If any claim or allegation should nevertheless be made against any member of the Group, subcontractor or any of their employees, servants, agents, the Terminal User agrees to indemnify and hold harmless the Group against all consequences thereof. Without prejudice to the foregoing, all defenses, exemptions, immunities, limitations, liberties and rights of the Group hereunder, including the right to enforce any law and jurisdiction clause, shall be available and extend to all members of the Group, subcontractors and their employees, servants, agents who shall be entitled to enforce them against the Terminal User.
- ix. Any notice hereunder shall be deemed to have been duly given if sent by registered post or fax to the Terminal User concerned at its principal place of business. Notices sent by registered post shall be deemed to have been given seven (7) days after dispatch and notices sent by fax shall be deemed to have been given twenty-four (24) hours after dispatch.
- x. If there is any conflict between the English version of these Terms and any translation thereof into any other language, the English language version shall prevail.
- xi. ACT may from time-to-time request information from the Terminal User in relation to the services. The Terminal User shall prepare such documents, papers and reports in respect of the services as may reasonably be required by ACT and provide them to ACT within seven (7) days of receipt of such request, or as required by any competent authority or body.
- xii. ACT may, from time to time during the term and for a reasonable period after termination of the agreement, by giving a minimum of five (5) working day's prior notice (or such other notice period as may be required by applicable law) to the Terminal User, request access to the Terminal User's and/or its agents' premises (including Vessels and Vehicles) for ACT (and/or its regulators) appointed representative(s) to make an audit of all records in relation to the services and otherwise related to the performance by the Terminal User of its obligations under the agreement for the purpose of ensuring that the services are being provided in accordance with the terms of the agreement and/or assessing and verifying invoices received from the Terminal User. The Terminal User shall provide every assistance to ACT when performing such audits. ACT shall be entitled to take copies of any such documents. Notwithstanding any other provision in the agreement, the Terminal User is not obliged to disclose:
 - a. any information classified as confidential information; or
 - b. information subject to applicable data privacy rules and regulation

- xiii. Notwithstanding anything to the contrary in these Terms, ACT may terminate its legal relationship with the Terminal User under these Terms at any time in any of the following ways:
- a. immediately if the Terminal User enters into any form of insolvency, bankruptcy, receivership, administration, or ceases or threatens to cease to carry on its business, or passes a resolution for winding up, or is unable to pay its debts; or
 - b. at any time following a failure on the part of the Terminal User to fulfil and deliver any of the services set out in these Terms or any agreement between the Parties on three (3) occasions each month for two (2) consecutive months and ACT has notified the Terminal User of the breaches and despite such a notice, the Terminal User fails to fulfil and deliver another service in the third consecutive month.