



# Freeport of Monrovia Public Tariff

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# 1 General Terms & Conditions

## 1.1 Definitions

- **Applicable Law:** means all Liberian law (including any international agreement entered into by, and adopted as an integral part of the legal system of the Republic of Liberia), statute, proclamation, by-law, decree, directive, decision, regulation, ordinance, rule, order and notification, or any final interpretation by a court of law having jurisdiction over the matter in question as may be in force and effect during subsistence of this Tariff.
- **APMT:** means APM Terminals Liberia Ltd., a corporation organised and existing under the laws of the Republic of Liberia, whose office is situated at the Freeport of Monrovia, Bushrod Island, Monrovia, P. O. Box 1929.
- **Cargo:** means i) any goods or articles of any kind whatsoever including Hazardous (IMDG / IMO) Cargo and/or ii) full or empty Containers.
- **Charges:** means the amount due for the services provided by APMT in accordance with this Tariff.
- **Container:** means i) 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 shipping at any time whilst this Tariff is in force including, but not limited to, flat-racks, platforms, reefer containers and tanks, with ISO recommended lifting arrangements and consistent with the safety requirements of CSC (Convention for Safe Containers) plates, and which can be handled by means of a standard 20', 40' and 45' spreader; ii) a non-standard container; and/or iii) an out of gauge container.
- **Dollar, USD or \$:** means the lawful currency of the United States of America.
- **Force Majeure:** shall mean acts of God, accidents, wars, acts of war, invasions, acts of public enemies, hostilities (whether war is declared or not), restrictions on trade or other activities imposed by any sovereign nation or state, embargoes, blockades, revolutions, riots, civil commotions, acts of terrorism, sabotage, strikes and/or other industrial, labour or employer employee disputes (if not cured for a period of more than two months), fires, explosions, earthquakes or any other natural disasters, expropriation of facilities or goods, epidemics, public health emergencies and any similar cause, provided any such cause was not within the reasonable control of the Party claiming the benefit of Force Majeure and could not have been avoided or overcome by such Party through the exercise of due diligence
- **Gang:** means a set of four (4) people hire to perform menial labour at our CFS warehouse.
- **Good Industry Practice:** means the exercise of a degree of skill, diligence and prudence and practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time, which would reasonably and ordinarily be expected to be used.
- **Harbour Master:** means the person appointed by the NPA and working in liaison with APMT, who is charged with all aspects of vessels movement, vessels safety, and compliance with port rules. The Harbour Master coordinates pilotage towage, linesmen, and all other marine services. The Harbour Master will determine the number of tugs that attend to vessels while moving in the Port.

- **Hazardous Cargo:** means Cargo of any kind classified by the International Maritime Organisation as hazardous cargo and shall include “dangerous goods” as defined in the International Maritime Dangerous Goods (**IMDG**) Code.
- **Marine Services:** means pilotage, towage, mooring and unmooring or any other marine services required by vessels calling the Port.
- **Non-containerised Cargo:** means any cargo which cannot be handled by means of normal use of a container spreader, even with attachments.
- **NPA:** means the National Port Authority, a public authority, whose office is situated at Bushrod Island, Monrovia, P.O. Box 1849.
- **OOG:** means Out Of Gauge, being cargo that does not fit in the confines of a standard Container.
- **Pilot:** means the qualified person appointed jointly by APMT and the Harbour Master to guide the masters of vessels while sailing within the port limits.
- **Port:** means the Freeport of Monrovia.
- **Port User:** means any vessel owner, operator, charterer or agent whose vessel calls at the Port and each owner or agent of the cargo handled at the Terminal, or any of its employees.
- **RORO:** means roll on roll off, and refers to
- **Services:** means all Terminal Services and Marine Services provided by APMT at the Terminal and in the Port.
- **Shipper:** has the meaning assigned to it in the SOLAS Guidelines
- **SOLAS:** means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines and as may be amended or supplemented from time to time
- **SOLAS Guidelines:** means the *Guidelines regarding the verified gross mass of a container carrying cargo* (MSC.1/Circ.1475) published by the International Maritime Organization, as amended or supplemented from time to time
- **Tariff:** means this document “Tariff of APM Terminals Liberia Ltd.”
- **Terminal:** means the facilities under responsibility and exclusive use of APMT in the Port as per the concession agreement between NPA and APMT.
- **Terminal Procedures:** means the procedures and requirements relating to the provision of the Terminal Services by APMT as may be amended from time to time by APMT.
- **Terminal Services:** means all the ship-to-shore and shore-to-ship container handling and ship-to-shore and shore-to-ship general cargo handling (excluding Domestic Cargo), as well as all the commercial container and general cargo storage on behalf of third parties within the Port.
- **VGM:** Verified Gross Mass, means the total gross mass of a packed Container obtained and verified in accordance with one of the methods set out in SOLAS

## 1.2 Scope of APM Terminals Liberia Ltd.

Under the scope of the concession agreement APMT shall:

- a) Provide all Marine Services, including but not limited to pilotage, towage, mooring and unmooring and any other marine services required by vessels calling within a thirty (30) mile radius of the Port.

- b) Collect all and any charges for pilotage, towage, mooring and unmooring and any other marine services required by vessels calling within a thirty (30) mile radius of the Port in accordance with this Tariff.
- c) Perform all the ship-to-shore and shore-to-ship container handling and ship-to-shore and shore-to-ship general cargo handling (excluding Domestic Cargo) within a thirty (30) mile radius of the Port.
- d) Perform all commercial container and general cargo storage and any other ancillary services on behalf of third parties within the Port.
- e) Collect all and any charges for loading and unloading, delivery, storage, safe keeping, transporting, or any other services related to cargo handling in accordance with this Tariff.

### **1.3 Tariff Authority, Scope and Application**

- a) The use of any services and equipment as described under Clause 1.2 herein above shall constitute consent to the rates along with the terms and conditions contained in this Tariff and evidence an agreement on the part of all Vessels, their owners and agents and any other users of such services.
- b) For services which rates are not covered herein but falls within the scope of APMT's concession the customers must provide a special service request to APMT, who will provide the customer with a tariff for providing the special service.
- c) The terminal reserves the right further to the provisions of the concession agreement to introduce new services and charge a tariff for these new services which are not currently covered under this Tariff.
- d) This document is to be read and construed in conjunction with the Port Regulations issued by the NPA.

### **1.4 Health, Safety, Security and Environment**

- a) All Port Users must adhere to all of the rules and regulations with respect to Health, Safety, Security and Environment (HSSE) as set by APMT and the Applicable Law.
- b) No dangerous, offensive or harmful goods likely to cause personal injury or damage to property may be brought into the Terminal without specific written approval to that effect. APMT must be notified of the following at least seventy-two (72) hours before the vessel's arrival at the Port:
  - i. The time of arrival of the vessel and duration of stay in the Port.
  - ii. The details and specifications of the goods, and
  - iii. The emergency contact numbers and the name of the concerned body.
- c) The Terminal or other property and/or area controlled by APMT is not a public thoroughfare and all unauthorised persons entering thereon do so at their own risk and APMT shall accept no liability for any peril to such persons. It is not permitted to enter the Terminal or other property controlled by APMT without first obtaining a permit or a gate pass from APMT. APMT may withdraw such a permit or gate pass for any reason and at APMT's sole discretion. APMT reserves the right to refuse admittance to the area and to require the removal from the premises of any person for any reason whatsoever.

- d) Smoking and/or open fires are strictly prohibited at the Terminal, the vessels, cargo hatches, stores, warehouses and cargo decks during cargo operations.
- e) APMT is certified and in full compliance with all ISPS requirements. All Port Users are required to meet the requirements pertaining to their role as specified in accordance with the ISPS code.
- f) It is strictly prohibited for any owner, agent or master of the vessel to dispose or throw any refuse or waste into the harbour, anywhere in the Port, or at the Terminal. Refuse or waste shall include:
  - i. Substances which float or are capable of floating on the surface of the water,
  - ii. Sedimentary or substances liable to form sediment in the bottom of the waterways or to cause the decomposition of marine life in the waters of the harbour,
  - iii. Substances which are toxic to marine life,
  - iv. Substances capable of producing odorous and gases of putrefaction.
- g) The vessel owner, shipping line, Agent and cargo recipient undertakes to reimburse APM Terminals for all costs and expenses incurred by APM Terminals in the disposal of cargo that has been identified as a health risk on the terminal by the local authorities. This may include but not limited to rotting cargo, hazardous cargo, putrefying/cargo with offensive odour etc. APM Terminal shall notify vessel owner or shipping line or cargo recipient of such cargo timeously and shall proceed to evacuate same in the event of inaction from them within three (3) days of such notification. For the avoidance of doubt at the expiration of the three-day notice period, APM Terminals is obligated for the safety of its employees and Port users to dispose of such cargo. Vessel owner, shipping line, Agent and cargo recipient shall be jointly and individually liable to pay all accrued terminal handling and rental charges on such containers as well as the cost of evacuation and disposal. Where cargo has not been delivered to consignee, the shipping line, vessel owner, and or agent shall take responsibility for disposal of said cargo and or settle all cost incurred by terminal for disposal of said cargo due to failure to dispose of said condemned cargo by the line, agent, or vessel owner within two weeks of receipt of the invoice for the disposal.

## 1.5 Operations

- a) The Freeport of Monrovia operates continuously 24 hours a day except for Christmas day, Independence Day, New Year's Day, elections day and any other day as per port regulation.
- b) The normal office business hours are between 08h00 and 17h00 from Monday to Friday and between 08h00 and 12h00 on Saturday, Services performed outside business hours shall be subject to special agreement with APMT on a case by case basis.
- c) APMT is entitled to fix and amend working hours and announce its working hours by the means it deems suitable.
- d) When in Terminal's sole opinion, there are any circumstances which will or may prevent or hinder the safe handling, storage, loading, unloading or transport of any Containers, the Terminal may, in its sole discretion, refuse to handle the same and shall give notice of such refusal to the Customer or Consignor, as the case may be. The recipient of such notice will remove or procure the removal of Containers and/or its contents from the Container Terminal forthwith at its own

risk and expense. However, if the recipient refuses, fails or neglects to carry out APMT's instructions, APMT may then remove or dispose of all these containers or goods in the manner it deems suitable, and this action will be under the responsibility and costs of the recipient, the master, owner or the agent.

### 1.5.1 Vessel Operations

- a) The owner, agent or master of a vessel intending to call at the Port for discharging or loading of cargo, should notify in writing the Harbour Master and APMT at least seventy-two (72) hours prior to the arrival of the vessel with details including the nature and quantities of the cargo to be discharged or loaded, in addition to other important information related to the Vessel, its crew and/or passengers.
- b) Vessels will be berthed for operations on order of their arrival time unless the Harbour Master or APMT decides otherwise. **Berthing protocol** is as follow:
  - i. Liner vessels (container and Roro) will have priority on one berth on a first come first served basis.
  - ii. Bulk cargo vessel (Wheat, clinker, rice...) and other non-liner vessels that can work in the rain will have priority on one berth.
  - iii. Break bulk vessels (bagged rice, bagged cement ...) will have priority on one berth on a first come first serve basis.
  - iv. In case of any berthing conflicts, Liner vessels (container and RORO) have priority over Bulk Cargo and Break bulk vessels. This is at the discretion of the terminal.
  - v. The port will consider a vessel as having arrived after it fully complies with the following three criteria:
    - The actual time the vessel has arrived at anchorage and informed APM Terminals.
    - The vessel that has first completed all customs formalities and paid all dues to the APM Terminal and NPA.
    - The vessel that has first provided all documents to facilitate planning and the start of the operations.
- c) Upon completion of operations the vessel shall vacate the berth immediately, unless otherwise agreed with APMT. If a vessel does not vacate the berth immediately and remains thereat for a period more than two (2) hours after completion of operations, a penalty shall be imposed and charged in accordance with this Tariff.
- d) Manifest and details of the cargo shall be prepared and certified by the vessel's owner, agent, or master in accordance with the Applicable Law, the requirements of APMT and any other information APMT may deem necessary. The manifest must be presented to APMT at least seventy-two (72) hours prior to the arrival of the vessel. A certified statement of any alterations or amendments to the original manifest shall be submitted to the APMT immediately upon completion of cargo operation.
- e) The owner, agent, or master of the vessel must present upon demand a bank guarantee or certificate or any other document in connection with Charges for the operation.
- f) It is strictly prohibited for any vessel to start cargo operation before being properly berthed.



- g) The master of the vessel shall allow the APMT to inspect and test the cargo handling gear and to inspect its certificates at any time.
- h) The owner, agent, or master of the vessel shall be held responsible for any loss or damage due to improper storage or stowage of cargo on board and shall bear all consequences relating thereto.
- i) In case vessel operations cannot be conducted in accordance with Good Industry Practice for any reason outside the control of APMT, including but not limited to inadequate or defective ship's gear or uneven distribution of cargo holds, APMT may instruct the vessel to vacate the Terminal, or change the way the operations are being handled. Any costs related to this are for the account of the vessel owner, operator, charterer or agent.
- j) Safe accommodation for specialized vessel calls including but not limited to cruise, medical mission, Military & Naval, Humanitarian, etc. during their stay at terminal main berth requires isolation for better separation of man and machines based on her proximity to active operations, and increased security for the avoidance of unauthorized access. This process is subject to AUX15, AUX18, AUX44, AUX71, etc.

### 1.5.2 Cargo Operations

- a) No cargo or goods will be considered received by APMT except after the issuance of an official receipt to the master of the vessel which discharged these cargo or goods or to the agent of the vessel or any other legally authorised person to transport these cargo or goods to or from the Terminal. APMT shall not be responsible for confirming that all parts of a shipment, consignment or goods packages set out in the bill of lading have been discharged at the Terminal or loaded on board of a vessel before this vessel departed or a difference in the weight or measurement of such packages from those set out in the bill of lading or any invoice or any other document related to these cargo, shipments, or goods. In the case of containers that contain goods which may not be easily and accurately identified at the time of loading or unloading, the official receipt issued in this regard will indicate the number of the units only and APMT will not be held responsible for the inappropriateness of the items contained in these goods or packages or claimed to be contained inside these units.
- b) Cargo and goods shall be delivered from storage in the Terminal to the consignee or to their duly authorised representatives only against a delivery order signed by the vessel's owner or his agent and after payment of all Charges on such goods and after release by Customs and other relevant authorities.
- c) APMT and the Harbour Master may order any vessel to leave the Terminal if it appears that it is carrying unhealthy or harmful goods. In case the vessel has already discharged these goods, the consignee shall immediately take these goods outside the Terminal after obtaining the approval of the concerned authorities. If the consignee fails or denies his responsibility for these goods or APMT fails to locate him, the master, owner or agent of the vessel shall immediately remove these goods out of the Terminal. However, if the consignee, master, owner or agent of the vessel refuses, fails or neglects to carry out APMT's instructions, APMT may then remove or dispose of all these goods in the manner it deems suitable, and this action will be under the responsibility and costs of the consignee, the master, owner or the agent.

- d) It is strictly prohibited for any Vessel, during loading or discharging of any dangerous goods Class 1 and Class 7, to carry out at the same time, loading or discharging of other goods, fuelling & allowing transfer of passengers.
- e) Handling of dangerous goods of classes 1 and 7 is conditioned to prior approval from the Harbour Master.
- f) It is strictly prohibited to discharge any damaged or pierced packages or containers the contents of which are of dangerous goods Class 1 and Class 7 and which are found leaking unless APMT decides otherwise after examining the same by qualified staff from APMT.
- g) All spillages will be cleaned by terminal at the expense of line and or cargo owner.
- h) If operation is suspended due to late manifest submission/amendment, gang stand by charges will apply.
- i) If trucks turnaround keeps a crane idle for more than thirty (30) minutes, gang stand by charges will apply.
- j) If the Terminal 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 Customer and the Terminal shall not be responsible or liable in any way for any deterioration of the contents of the Container or for contamination to other Cargo by reason of such deterioration. The Customer shall ensure compliance with the rules and regulations of Customs for opening and unpacking of any Container.
- k) Reefer Container
- The Terminal will check and report upon the temperature of Reefer Containers stored at the Container Terminal subject to instructions being given in writing to the Terminal by the shipping line, vessel or Agent at least two (2) working days in advance of receipt of a specific Reefer Container by the Terminal and such instructions are accepted in writing by the Terminal, Terminal may check and report upon the temperatures of Containers as mutually agreed. The Baplie file received from the shipping line or vessel shall be sufficient instruction in absence of any other written instructions.
  - The Terminal shall not be responsible or liable in any way for any Reefer Container or the refrigeration of refrigerated Cargo if the vessel agent fails to give written instructions, or provides wrong or inadequate instructions concerning the handling thereof.
  - 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.

## 1.6 Verified Gross Mass (VGM)

- a) It is understood by the Parties that it is ultimately the responsibility of the Shipper to provide a VGM for each packed Container.
- b) APM Terminals and the Customer shall implement a process for interchanging the VGM of packed Containers, whether by use of EDI or other means.
- c) The Customer shall submit a final load list to APM Terminals containing the VGMs of the Containers as soon as possible and in any event no later than 24 hours before Vessel arrival
- d) APM Terminals shall not load onto a vessel any packed Container for which a VGM has not been received or obtained by APM Terminals.

- e) APM Terminals shall be under no obligation to verify the VGM received for any given Container. APM Terminals shall not weigh any Container for which a VGM has already been received by APM Terminals without specific prior request by the Customer. APM Terminals shall not have any liability whether resulting from contract, tort or law with regard to the accuracy and compliance with regard to local, national and international laws and regulations of any submitted VGM.
- f) If APM Terminals offers VGM weighing services and APM Terminals obtains a VGM for a Container upon request of the Customer, APM Terminals will charge rates in accordance with Clause 2. If such VGM differs from any VGM supplied by the Customer or otherwise received by APM Terminals, the VGM obtained by APM Terminals shall be the final VGM used for updating BAPLIE and other relevant files and documents.
- g) Any weight of a Container obtained by APM Terminals shall only be considered a VGM if APM Terminals' weighing facility is certified for VGM by the relevant local and/or national regulatory body.
- h) In relation to VGMs APM Terminals receives from or on behalf of the Customer, the Customer shall indemnify APM Terminals and hold APM Terminals harmless against any loss, damage, expense or other cost arising as a result of any such VGM not having been obtained in accordance with SOLAS.

## 1.7 Invoicing and Payments

- a) Each vessel owner, operator, charterer or agent whose vessel calls at the Port and each owner or agent of the cargo handled at the Terminal, as a condition to receiving these services, agrees that APMT reserves the right to estimate and collect prior to APMT providing these services all charges which might accrue under this Tariff. APMT reserves the right to deny the use of any of the facilities until such advance payments or deposits are made.
- b) All invoices are rendered in strict accordance with this Tariff, are due on presentation and are payable to APMT.
- c) No correction will be made on an invoice where the change in the total amount would be less than USD 2.50.
- d) Interest payment on overdue amounts: 1% per incurred month (based on 365 days).

## 1.8 Liabilities and Warranties

- a) APMT's liability for loss of and/or damage to all Containers in the custody of APMT (from the time of receiving up to and including the time of completion of loading onto any vessel; from and including the commencement of discharge up to and including the time of delivery; and for Containers discharged from one vessel and subsequently loaded onto another vessel from the time of the commencement of discharge from one vessel up to the time of completion of loading onto another vessel) where such loss and/or damage was caused by the gross negligence or wilful default of APMT, its agent, servants or sub-contractors and the maximum liability of APMT to the Port User in relation to each incident for each Container shall be the lesser of either the depreciated value of the Container or the actual cost of the repair provided always that under no circumstances shall the claim exceed the following amounts:

- i. depreciated value of the Container or one thousand United States Dollars (USD 1,000) in the case of any dry Container; and
- ii. depreciated value of the Container or five thousand United States Dollars (USD 5,000) in the case of any reefer Container.

The depreciated value of container shall be calculated on the basis of the purchase value of said container with a straight-line depreciation of 7.5% per annum from the date of manufacture as per container's Container Safety Certificate (CSC) until the day of the incident.

For the avoidance of doubt, in the absence of gross negligence or wilful default, APMT shall have no liability for such loss and/or damage.

- b) APMT's liability for loss of and/or damage to all Cargo and Non-containerised Cargo in the charge of the Port User, its sub-contractors, agents or their assignees whilst in the custody of APMT where such loss and/or damage was caused by the gross negligence or wilful default of APMT, its agents, servants or sub-contractors and the maximum liability of APMT to the Port User in relation to each incident for such Cargo shall be limited to three thousand United States Dollars (USD 3,000) per Ton Cargo.

And for the avoidance of doubt, in the absence of gross negligence or wilful default, APMT shall have no liability for such loss and/or damage.

Provided always that in no circumstances shall APMT's liability exceed the limits of liability in accordance with the terms and conditions contained within the Port User's Contract of Carriage or, if applicable, the vessel's limitation fund except to the extent APMT agrees in writing to a higher limit on liability in a particular case.

Without prejudice to any other provisions or clauses in this Tariff, the Port User shall incorporate into its bill of lading and other transport documents, evidencing contracts of carriage, being issued in respect of Cargo or Non-containerised Cargo carried by the Port User a clause to the effect that while acting in the course of or pursuant to this contract, APMT shall be entitled to the benefit of all provisions or clauses in the bill of lading or other transport document to the extent such provisions and clauses benefit the Port User, and APMT for itself and any party for whom it is responsible hereby accepts such benefit. If due to the negligence or deviation of the Port User, or as a result of the Port User's agreement, any defences or limits of liability normally included in the bill of lading or other transport document do not apply, the liability of APMT will be limited as if such defences or limits of liability did apply.

APMT authorises, empowers and directs the Port User to act, and the Port User hereby agrees to act, as the APMT' trustee and/or agent for the limited purpose only to stipulate for APMT to have as against other persons/parties the benefit of all exceptions, exemptions, or limitations of liability as may benefit the Port User in all bills of lading or other transport documents, evidencing contracts of carriage, entered into by the Port User in respect of Cargo and Non-containerised Cargo and its carriage and handling.

- c) The limitation of liability per incident under this Clause 1.7 shall relate to the whole of any losses and damages which may arise upon any one distinct occasion, although such losses or damage may be sustained by more than one person, and shall apply whether the liability arises at common law or under any written law and notwithstanding anything in such written law.

- d) APMT shall only be liable to a Port User for any loss or damage to any Vessel (including gear and all other equipment) where such loss and/or damage was caused by the gross negligence or wilful default of APMT, its agents, servants or sub-contractors and the maximum liability of APMT to the Port User in relation to each incident shall be limited to one million United States Dollars (USD 1,000,000).
- e) The Port User shall be liable for and shall fully indemnify APMT, its servants, agents and subcontractors against any liability for claims or suits, including costs and expenses incidental thereto, in respect of loss of or damage to any property and death or injury suffered by any person caused by any defect or fault in any Cargo (including the packaging thereof) or by the negligence or default of the Port User, its servant or agents pursuant to this Tariff or otherwise.
- f) APMT shall not be responsible for or liable to the Port User for:
- i. any consequential or indirect loss or damage; or
  - ii. loss of profit, revenue, savings, business or contracts; or
  - iii. injury to goodwill or reputation;
- howsoever caused, including by breach by APMT of its obligations under this Tariff or its breach of duty, negligence or gross negligence.
- g) In respect of any claim arising under any indemnity in favour of the Port User contained in this Tariff the Port User shall:
- i. within fifteen (15) days after becoming aware of the claim, notify APMT in writing of the claim (the "APMT Claim") against which the Port User is seeking to be indemnified together with all details of APMT Claim in the actual knowledge or possession the Port User at the time and becoming known to it at any time thereafter;
  - ii. take such other steps as may be necessary or as APMT may reasonably require to avoid or reduce the APMT Claim;
  - iii. where the APMT Claim relates to a claim by any third party against the Port User, not admit liability or make any offer, promise, compromise or settlement with the third party without the prior written consent of APMT (which consent not to be unreasonably withheld or delayed); and
  - iv. where the APMT Claim relates to a claim by any third party against the Port User, at the request of APMT and at APMT's cost, cooperate with APMT or its insurers, in the defence, settlement and/or counter claim of such Port User Claim.
- h) Notwithstanding the remaining provisions of this Tariff the maximum aggregate liability of APMT to the Port User in any calendar year or if applicable, pro-rata of any calendar year regardless of the cause of such claim shall in no circumstances exceed five million United States Dollars (USD 5,000,000) provided that all amounts payable under any relevant insurances held by the Port User against any Port User claims shall be paid in full to APMT within fourteen (14) days of receipt of the same by the Port User from the relevant insurance Port User. APMT shall also not be liable for any claim with a value of less than one thousand five hundred United States Dollars (USD 1 500).
- i) Save as provided in this Clause 1.7 APMT shall not be under any liability to the Port User whether in contract, tort or otherwise in respect of the use of the Container Terminal and the provision of the Terminal Services for any death, personal injury, damage or loss resulting from the use of the

Terminal and the provision of the Terminal Services or from any work done in connection therewith.

- j) If due to the negligence or default of APMT, APMT shall:
- i. overstay any Container in such Vessel;
  - ii. load onto another vessel any Container instructed in writing by the Port User for loading onto such Vessel;
  - iii. fail to load or discharge any Container onto or from such Vessel notwithstanding the earlier written instruction of Port User to load or discharge such Container; or
  - iv. discharge any Container from such Vessel notwithstanding the absence of any earlier written instruction by the Port User to discharge such Container;

then the limit of APMT' liability shall be required to do the following (as applicable):

- i. re-imburse the Port User for any necessary and reasonable stevedoring charges paid by the Port User at the port of discharge for the extra handling of each Container described in Clause 1.7 (k) (i) above;
- ii. reimburse the Port User for any necessary and reasonable stevedoring charges paid by the Port User at the port of discharge for the extra handling of each Container described in Clause 1.7 (k) (ii) above, and for the carriage of such Container by sea from the next port of call to the original intended port of destination;
- iii. reimburse the Port User for any necessary and reasonable stevedoring charges paid by the Port User at the port of discharge for the extra handling of each Container not discharged, as described in Clause 1.7 (k) (iii) above, and for the carriage of such Container by sea from the next port of call to the port or to the original intended port of destination, whichever shall be lower; or

waive any extra handling and storage charges which would otherwise have been payable by the Port User to APMT for each Container described in Clause 1.7 (k) (iv) above and reimburse the Port User for the carriage of such Container by sea from the port to the originally intended port of destination.

- k) No limitation on or exemption from liability of APMT or any indemnity in its favour shall apply to any case of its fraud.
- l) APMT shall be relieved of any and all liability to the Port User for all claims for loss, delay, damage or shortage of any nature or description unless any claim is brought within one (1) year from the date of the alleged wrongdoing. This one (1) year period also includes claims for indemnity by the Port User for payments paid or faced, including subrogation claims and no extension of time for claims by the Port User, its interests, or any interests given to a third party, shall extend this one (1) year period against APMT, unless agreed to in writing by APMT.
- m) Warranties and Indemnities given by the Customer. So as to enable APMT to carry out the provision of Terminal Services in relation to container handling efficiently, the Port User warrants and undertakes that:
- i. all particulars relating to Containers furnished by the Port User in accordance with this Tariff and Container Terminal Procedures are accurate;
  - ii. all Containers are properly packed and labelled 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 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 Port User shall indemnify APMT in respect of the consequence of the breach of any of these warranties, for consequences of any breach by the Port User of this Tariff and for any 3<sup>rd</sup> party claims which are in excess of the limitations and exclusions set forth in this Tariff. APMT shall not be responsible for or liable in any way, and the Port User shall indemnify APMT against, all damages, claims, costs and expenses suffered or incurred by APMT resulting directly or indirectly from any defects in a Container and/or its contents.

In the case of cargo carried directly to bonded warehouses, this cargo is delivered at ship side and APMT can accept no liability whatsoever for any loss of or damage to such cargo and the person requesting such delivery waives all right to claim against APMT whether in contract or tort and whether under specific or general law. No claims whatsoever will be entertained.

## 1.9 Insurance

- a) APMT is under no obligation to maintain insurance of Containers, Cargo or Non-containerised Cargo.
- b) The Port User shall:
  - i. take out and maintain hull and machinery and P&I Insurance in respect of its Vessels, the latter from a Club being a member of the International Group of P&I Clubs, together with insurances to cover its liabilities under this Tariff.
  - ii. if so requested, provide APMT with a copy certificate of insurance confirming that these requirements have been complied with. Such request or absence of such a request shall in no way be construed as waiving the Port User's obligations to arrange insurance required by law or under this Tariff.

## 1.10 Unauthorised Access to Vessels

- a) APMT will use reasonable endeavours to enforce strict controls to prevent unauthorised access to the terminal.
- b) The Port User shall enforce controls on its vessels whilst berthed at the terminal in order to prevent unauthorised access to the terminal.

## 1.11 Force Majeure

- a) A party shall not be liable for any failure to perform its obligations under this Tariff caused by

Force Majeure provided it gives prompt notification to the other party of (i) the event of Force Majeure and its likely duration (ii) the obligation(s) which are affected, and how affected, and provided that it takes all reasonable steps to mitigate the effects of Force Majeure.

### **1.12 Lien**

- a) All Containers, Cargo or Non-containerised Cargo and all documents relating to Containers, Cargo or Non-containerised Cargo shall be subject to a particular and general lien respectively for charges due to APMT in respect of Containers, Cargo or Non-containerised Cargo from the Port User. If any charges are not paid within one (1) calendar month after notice requiring payment has been given to the Port User, the Containers, Cargo or Non-containerised Cargo subject to the lien, may be sold and the proceeds applied in or towards satisfaction of the outstanding charges and the costs incurred by APMT in such sale. Any sale of Containers, Cargo or Non-containerised Cargo by APMT pursuant to this Tariff, may be conducted by private treaty, by public auction or otherwise in such manner as APMT shall in its sole discretion determine and APMT 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.

### **1.13 Set Off**

- a) APMT may at any time or times, without notice to the Port User, set off any liability of the Port User to APMT against any liability of APMT to the Port User, whether any such liability is present or future (whensoever arising), liquidated or not, under this agreement or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, APMT may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by APMT of its rights under this Clause 1.12 shall be without prejudice to any other rights or remedies available to it under this Tariff or other.



## 2 Container Operation Tariffs

### 2.1 Terms & Conditions

a) APMT can at its own discretion fix and amend the operational procedures for container handling.

### 2.2 Rates

These rates are valid from 1-February-2025 until 31-January-2026.

#### 2.2.1 Rates for Stevedoring

- a) The rate for transshipment, as mentioned under Clause 2.2.1, is only applicable for cargo which enters and leaves the Terminal by sea, passing over or by/through public-use facilities only, on or through bill of lading.
- b) The charges for 'Import/Export' and 'Empty Inspection' as per the below table are payable by the vessel owner, operator, charterer or agent whose vessel calls at the Port.
- c) The charge for 'THC', 'Gate Charge' and 'ISPS Charge' as per the below table is payable by the owner or agent of the cargo handled at the Terminal.
- d) Upon deployment of mobile harbour cranes, the stevedoring rates in Column A below shall be adjusted as shown in column A to include a mobile harbour crane surcharge and chargeable in full for all container operations without exception and at the discretion of the terminal
- e) The mobile harbour crane usage is at the full discretion of the terminal

Ref	Category	A	B	C	D	E
		STEVDORE	Empty inspection	Gate charge	THC	ISPS charge
CH01	20' Export Dry Full	396.97	-	51.50	154.51	4.43
CH02	20' Import Dry Full	396.97	-	51.50	154.51	4.43
CH03	20' Export/Import Dry Empty	145.24	8.98	17.18	60.07	-
CH04	20' Export Reefer Full	396.97	-	51.50	154.51	4.43
CH05	20' Import Reefer Full	396.97	-	51.50	154.51	4.43
CH06	20' Export/Import Reefer Empty	145.24	8.98	17.18	60.07	-
CH07	20' Transshipment Dry Full	396.97	-	-	-	-
CH08	20' Transshipment Dry Empty	396.97	-	-	-	-
CH09	20' Transshipment Reefer Full	396.97	-	-	-	-
CH10	20' Transshipment Reefer Empty	396.97	-	-	-	-
CH11	40' Export Dry Full	513.85	-	51.50	231.78	8.87
CH12	40' Import Dry Full	513.85	-	51.50	231.78	8.87
CH13	40' Export/Import Dry Empty	183.01	8.98	17.18	96.12	-
CH14	40' Export Reefer Full	513.85	-	51.50	231.78	8.87
CH15	40' Import Reefer Full	513.85	-	51.50	231.78	8.87
CH16	40' Export/Import Reefer Empty	183.01	8.98	17.18	96.12	-
CH17	40' Transshipment Dry Full	513.85	-	-	-	-
CH18	40' Transshipment Dry Empty	513.85	-	-	-	-
CH19	40' Transshipment Reefer Full	513.85	-	-	-	-
CH20	40' Transshipment Reefer Empty	513.85	-	-	-	-
CH21	20' Export NOR Reefer Full	396.97	-	51.50	154.51	4.43
CH22	20' Import NOR Reefer Full	396.97	-	51.50	154.51	4.43
CH23	20' Transshipment Reefer Full	396.97	-	-	-	-
CH24	40' Export NOR Reefer Full	513.85	-	51.50	231.78	8.87
CH25	40' Import NOR Reefer Full	513.85	-	51.50	231.78	8.87
CH26	40' Transshipment NOR Reefer Full	513.85	-	-	-	-

**2.2.2 Rates for Storage**

- a) The storage charges are per TEU and start to accumulate as from the actual day of discharge.
- b) The charge for ‘Storage Empty’ as per the below table are payable by the vessel owner, operator, charterer or agent whose vessel calls at the Port based upon actual day of departure of vessel.
- c) The charges for ‘Storage Export’ and ‘Storage Import’ as per the below table are payable by the owner or agent of the cargo handled at the Terminal and the Storage Export is based upon actual day of departure of vessel.

Container Category/Cargo Flow	Ref	Tier	USD per day per TEU
<b>Laden Import / Transhipment - Standard equipment</b>	<b>CNS01</b>	0-5 days	-
	<b>CNS02</b>	6-10 days	14.60
	<b>CNS03</b>	11-20 days	25.75
	<b>CNS04</b>	21 > days	42.93
<b>Laden Import / Export – OOG/IMDG Cargo</b>	<b>CNS05</b>	0-5 days	-
	<b>CNS06</b>	6-10 days	36.52
	<b>CNS07</b>	11-20 days	64.37
	<b>CNS08</b>	21 > days	107.31
<b>Laden Export - Standard Equipment</b>	<b>CNS09</b>	0-5 days	-
	<b>CNS10</b>	6-10 days	8.57
	<b>CNS11</b>	11-20 days	17.18
	<b>CNS12</b>	21 > days	34.32
<b>Empty</b>	<b>CNS13</b>	0-7 days	-
	<b>CNS14</b>	8-21 days	3.58
	<b>CNS15</b>	22 > days	15.29

## 3 General Cargo Operation Tariffs

### 3.1 Terms & Conditions

- a) APMT can at its own discretion fix and amend the operational procedures for general cargo handling.

### 3.2 Rates

These rates are valid from the 1-February-2025 until 31-January-2026.

#### 3.2.1 Rates for General Cargo Handling

All items except vehicles are paid by consignee and shipper for import and export respectively. Vehicles are paid by vessel operator. All items not listed below will be billed at General Cargo rate.

Ref	Cargo Type	Unit	Quay handling	Yard handling
GCH01	Rice (bagged)	ton	15.53	15.53
GCH02	Cement (bagged)	ton	17.18	17.18
GCH03	Latex Liquid	ton	5.14	5.14
GCH04	Latex Crate	ton	5.14	5.14
GCH05	General Cargo	ton	17.18	17.18
GCH06	RORO Light Vehicles (<10 ton)	Vehicle	128.76	See AUX42
GCH07	RORO Heavy Vehicles (>10 ton)	Vehicle	257.51	See AUX43
GCH08	LOLO Light Vehicles (<10 ton)	ton	17.18	See AUX42
GCH09	LOLO Heavy Vehicles (>10 ton)	ton	34.34	See AUX43
GCH10	Frozen Product	ton	8.57	8.57
GCH11	Timber	Cubic meter	13.74	13.74
GCH12	Vegetable Oil (Bulk)	ton	5.14	5.14
GCH13	Clinker (Bulk)	ton	5.32	5.32
GCH14	Gypsum (Bulk)	ton	5.32	5.32
GCH15	Limestone (Bulk)	ton	5.32	5.32
GCH16	Wheat, Corn, Maize, Soybeans (Bulk)	ton	12.77	12.77

**3.2.2 Rates for Storage**

- a) The storage charges start to accumulate as from the actual day of discharge and do not include the delivering or receiving of the good to the storage area from the consignee / shipper transport.
- b) For receiving and delivering to the consignee / shipper transport from the Terminal storage area APMT will lease labour / equipment as per the below table if available.
- c) Storage of vehicles will be charged in USD per ton with a minimum of one (1) ton.

Group	Flow	Ref	Tier	USD per day
<b>General Cargo - Closed/in CFS</b>	Closed Storage Import	<b>GCS01</b>	0-5 days	-
		<b>GCS02</b>	6-10 days	8.57
		<b>GCS03</b>	11 > days	13.74
	Closed Storage Export	<b>GCS04</b>	0-5 days	-
		<b>GCS05</b>	6-10 days	11.16
		<b>GCS06</b>	11 > days	17.18
<b>General Cargo - Open/in yard</b>	Open Storage Import	<b>GCS07</b>	0-5 days	-
		<b>GCS08</b>	6-10 days	6.01
		<b>GCS09</b>	11 > days	11.16
	Open Storage Export	<b>GCS10</b>	0-5 days	-
		<b>GCS11</b>	6-10 days	9.45
		<b>GCS12</b>	11 > days	15.44
<b>Bagged Cargo</b>	Closed Storage Import	<b>GCS13</b>	0-5 days	-
		<b>GCS14</b>	6-10 days	1.22
		<b>GCS15</b>	11 > days	2.43
	Closed Storage Export	<b>GCS16</b>	0-5 days	-
		<b>GCS17</b>	6-11 days	1.22
		<b>GCS18</b>	11 > days	2.43
<b>Break Bulk cargo</b>	Bulk Open Storage Import	<b>GCS19</b>	0-5 days	-
		<b>GCS20</b>	6-10 days	0.81
		<b>GCS21</b>	11 > days	1.61
	Bulk Open Storage Export	<b>GCS22</b>	0-5 days	-
		<b>GCS23</b>	6-10 days	0.81
		<b>GCS24</b>	11 > days	1.61

## 4 Marine Service Tariffs

### 4.1 Terms & Conditions

- a) Towing is compulsory regardless of a tug or tugs being used or in a stand-by position. Tug charges will be charged at the following rates regardless of the number of tugs being used.
- b) The charges for pilotage fees to vessels, their owners or agents shall be payable for each movement, therefore pilotage is compulsory for all vessels be it Pilot on board or under the direction of the Pilot.
- c) With the exception of the following vessels Pilotage is compulsory:
  - i. Any vessel under two thousand (2000) tons Gross Tonnage
  - ii. Tenders of any recognized buoyage, lighting or navigational aid service
  - iii. Notwithstanding i. and ii. the Harbour Master may insist on the use of a pilot in the interests of port safety, in which case the appropriate Tariff charges will apply.
- d) If in the opinion of the Harbour Master or APMT additional marine services are required, they will be billed separately.
- e) All vessels calling the Port should be covered by insurance covering all financial claims for cost of repairing damages caused to port facilities and any other financial claims including salvage insurance. All documents evidencing the insurance should be on board.
- f) Charges expressed per GT/SDWT shall be based on the Gross Tonnage/Summer Deadweight Tonnage of the vessel as shown in the vessel's certificate of registry. Where additional GT/SDWT is assigned to certain vessels, the highest of all such tonnages shall be applicable in determining tonnage for the purpose of assessment under this Tariff. APMT reserves the right to measure any vessel when deemed necessary and use such measurements as the basis of the charges. For the purpose of this Tariff vessels will be deemed to be of at least twenty (20) tons GT/SDWT for each metre or part thereof of length overall.
- g) Online verification of vessel SDWT/GT and other details on the arrival form received from the agents shall be done based on the vessel unique IMO code to confirm the accuracy of data as and when deemed necessary by terminal.
- h) All notifications of ordering or cancellation of pilots and/or tugs must be made in writing to APMT and the Harbour Master with the following notice:
  - i. Within office working hours: two (2) hours' notice
  - ii. Outside of office working hours: three (3) hours' notice

If a vessel is not ready to manoeuvre at the ordered time, free standby time of fifteen (15) minutes for tugs and pilots will be allowed. After this free period, standby charges will be assessed in accordance with Clause 4.2.4.

#### 4.1.1 Towing

- a) Towing is defined as any activity undertaken by a tug with regard to the holding, pulling, pushing or otherwise moving a vessel.
- b) For the purpose of this Tariff, the tow process starts when the tug becomes ready to receive any verbal orders from the vessel or to pick up ropes or lines or when the tow rope has been passed to or from the tug, whichever be the sooner, and the tow process ends when the final order from

the vessel being towed to cast off ropes or lines has been received and carried out or the tow rope has been finally slipped and tug is safely clear of the vessel being towed, whichever is the later.

- c) On the engagement of a tug, the tug master and crew thereof shall become the employees of and shall be identified with the vessel being towed and shall be under control of the master of such vessel. This is also applicable to the Port workers who carry out their business on board during the towing process.
- d) APMT shall not be held responsible for any damages whatsoever that may be caused by the tug to the vessel or by the vessel to the tug, or any loss or damage to anything on board or any injury to any person. The master or the Owner of the vessel which uses the tug for any purpose shall be held responsible for any losses, damage, injuries, and accidents resulting in death, and he shall indemnify APMT against all the consequences of such damage including any claims from any other party.
- e) All vessels calling the port shall by default comply with the UK Standard Towage Conditions (UKSTC). For avoidance of doubt the UKSTC do also apply in case UKSTC were not accepted in writing prior to the assistance being rendered.

#### **4.1.2 Pilotage**

- a) Vessels requiring a Pilot shall have fully rigged pilot ladder confirming to the specifications in accordance with SOLAS convention. The vessel shall provide a boat rope on the fore side of the pilot ladder.
- b) Pilot shall board the inbound vessel at the pilot boarding grounds outside the channel and in the case of outbound vessels, the Pilot will board while the vessel is alongside and disembark outside the channel. In case the vessel is at the anchorage, the Pilot shall board before it enters the channel. A vessel at the anchorage area must not approach the channel unless it is authorised to do so by port control.
- c) Before entering the port or conducting any movement, the master shall inform the Harbour Master or the Pilot about any deficiencies or defects on board his vessel which may affect her manoeuvrability or steering.
- d) Launches and boats shall keep clear of other vessels and particularly vessels being towed.
- e) Pilot should be booked at least two (2) hours prior to sail of vessel.

#### **4.1.3 Mooring & Unmooring**

- a) All vessels calling at the Port for whatever purpose shall use adequate mooring ropes and lines. These ropes and lines shall be in good condition and the Harbour Master or APMT may instruct the master of any vessel to change his mooring ropes or lines if they are, in his opinion, not suitable for the purpose.

## 4.2 Rates

These rates are valid from 1-February-2025 until 31-January-2026.

### 4.2.1 Rates for Towage

The charge for the attendance and or use of a tug or tugs in moving a vessel.

Ref	Tier Gross Tonnage (GT) / Summer Dead Weight Tonnage (SDWT)	DAY	NIGHT	Sunday & Public Holidays
		08:00-18:00	18:01-07:59	
MRN01	0 - 5000	2,504	3,255	5,008
MRN02	5001 - 10000	6,896	8,965	13,792
MRN03	10001 - 20000	9,851	12,807	19,703
MRN04	20001 - 30000	12,971	16,862	25,942
MRN05	30001 - 40000	14,777	19,210	29,554
MRN06	40001 - 50000	18,074	23,496	36,147
MRN07	50001 - 60000	21,344	27,748	42,689
MRN08	60001 - 70000	22,986	29,882	45,973
MRN09	70001 - 80000	24,628	32,017	49,256
MRN10	80001 - 90000	26,270	34,151	52,540
MRN11	90001 - 100000	27,912	36,286	55,824
MRN12	100001 - 110000	29,554	38,420	59,108
MRN13	110001 - 120000	31,196	40,555	62,392
MRN14	120001 - 130000	32,838	42,689	65,675
MRN15	130001 - 140000	34,480	44,823	68,959
MRN16	140001 - 150000	36,121	46,958	72,243
MRN17	150001 - 9999999	37,763	49,092	75,527

**4.2.2 Rates for Pilotage**

The charge assessed against a vessel for services rendered by pilots and for the availability of services.

Ref	Tier	DAY	EVENING	Sunday & Public Holidays
	Gross Tonnage (GT) / Summer Dead Weight Tonnage (SDWT)	08:00-18:00	18:01-07:59	
MRN20	0 - 5000	1,440	1,872	2,879
MRN21	5001 - 10000	1,724	2,241	3,448
MRN22	10001 - 15000	2,175	2,828	4,351
MRN23	15001 - 20000	2,611	3,394	5,221
MRN24	20001 - 25000	2,914	3,789	5,829
MRN25	25001 - 30000	3,366	4,376	6,732
MRN26	30001 - 40000	4,105	5,336	8,209
MRN27	40001 - 60000	4,515	5,870	9,030
MRN28	60001 - 100000	5,747	7,471	11,493
MRN29	100001 - 100500	6,568	8,538	13,135
MRN30	100501 - 99999999	7,060	9,178	14,120

**4.2.3 Rates for Mooring & Unmooring**

The charge for the service of attendance to a vessel’s lines (mooring ropes) during berthing or unberthing and/or shifting. For avoidance of doubt, these rates will be charged at both mooring as well as unmooring.

For use other than berthing or un-berthing, rates on application to APMT.

Ref	Gross Tonnage (GT) / Summer Dead Weight Tonnage (SDWT)	DAY	EVENING	Sunday & Public Holidays
		08:00-18:00	18:01-07:59	
MRN18	0 - 60000	493	640	985
MRN19	600000 - 99999999	739	960	1,478



## 5 Auxiliary Services Tariffs

### 5.1 Rates Applicable

These rates are valid from the 1-February-2025 until 31-January-2026.

Group	Ref	Tariff for Services & Penalties	Units	Charge per unit
Admin	AUX01	Additional TDO, EIR, INVOICES, RECEIPTS, PERMITS, WAYBILL, etc. (original is free)	Document	35.96
	AUX02	Administrative fees for re-processing of invoices for any reason	Amendment	33.95
	AUX03	Amendment to Export list after cut-off time	Occurrence	69.72
	AUX04	Amendment to manifest after vessel arrived	Amendment	162.47
	AUX05	Change of container information (to include, BL, load vessel, pod, weight, reefer status, hazardous { IMDG / IMO } class etc.)	Amendment	44.96
	AUX06	Manual update of cargo detail in the system	Update	15.67
	AUX07	Vessel Re-nomination fee	Nomination	74.61
Equipment Hire	AUX08	Cherry Picker or Sweeper rental (minimum 2 hours)	Hour	266.27
	AUX09	Usage of Ambulance for trip up to 25km from the port	Trip	1,394.35
	AUX10	Additional usage of Ambulance for trip over 25km from the port, plus AUX09	km	139.44
	AUX11	Transport container by truck within NPA area	Trip	84.89
	AUX12	Truck with Mafi hire within NPA area	Trip	169.79
	AUX13	Reach Stacker up to 42 tons (minimum 2 hours)	Hour	783.36
	AUX14	Fork Lift up to 10 tons (minimum 2 hours)	Hour	89.90
	AUX15	Fork Lift 10-25 tons (minimum 2 hours)	Hour	134.06
	AUX16	Fork Lift over 25 tons (minimum 2 hours)	Hour	269.69
	AUX17	Labour hire for Reefer Equipment Maintenance and Repair (EMR) (minimum 2 hours)	Person per hour	41.83
	AUX18	Labour hire for any purpose other than AUX17, e.g. for destuffing container (minimum 4 person in one gang)	Per person per shift	44.96
	AUX19	Tug boat rental (minimum 1 hour)	Hour	3,249.39
	AUX20	Pilot boat rental (minimum 1 hour)	Hour	2,437.03

Group	Ref	Tariff for Services & Penalties	Units	Charge per unit
	<b>AUX21</b>	Fine for environmental pollution	Offence	6,971.74
	<b>AUX22</b>	Fine for non-approved maintenance work by vessel such as hull painting, scraping and hot work	Offence	2,788.70
	<b>AUX23</b>	Fine for safety violation by vessel crew or their third party representatives	Offence	1,394.35
	<b>AUX24</b>	Fine for undeclared weight, wrongly declared, poorly stowed or incorrectly packaged	Offence	899.00
	<b>AUX25</b>	Fine for undeclared weight, wrongly declared, poorly stowed or incorrectly packaged - Subsequent offence	Offence	4,494.91
	<b>AUX26</b>	If Operation Plans are not in place 24 hrs prior, or agreed cut off time, to vessel arrival due to customer error.	Offence	3,249.39
	<b>AUX27</b>	Late Advice (less than twelve (12) hours before vessel arrival) on dry/reefer segregation	Move	179.81
	<b>AUX28</b>	Penalty charge for a truck staying in the terminal overnight	Night	139.44
	<b>AUX29</b>	Penalty charge for failing to submit an IMDG acceptance request for IMO Class 1 (Excl class 1.4) and class 6 prior loading from Port of Departure*	Unit	697.17
	<b>AUX30</b>	Penalty charge for failing to submit an OOG acceptance request 24 hrs prior to vessel arrival*	Unit	697.17
	<b>AUX31</b>	Penalty charge for missing placard/sticker on IMDG cargo	Unit	139.44
	<b>AUX32</b>	Penalty charge for non-productive <b>CRANE(S)</b> due to vessel fault during operations, as consequence of vessel equipment failure (eg. Crane, Generator breakdown etc.)	Per hour or part thereof PER CRANE	685.29
	<b>AUX33</b>	Penalty charge for not vacating the berth within two (2) hours after completing all vessel operations	Hour or part thereof	3,249.39
	<b>AUX34</b>	Penalty charge for overstaying IMDG cargo in the yard for IMO Class 1 (Excl class 1.4) and class 6* <b>beyond 24 hours of discharge</b>	TEU per day	697.17

Group	Ref	Tariff for Services & Penalties	Units	Charge per unit
Gate Ops	AUX35	General Cargo gate fees (vehicles & loose/non-containerised cargo)	Unit	16.22
OOG	AUX36	OOG import/export additional handling charge for delivering/receiving in the yard	Unit	171.68
	AUX37	Surcharge for non-homogeneous/oversize/heavy weight general cargo discharge that cannot be handled by vessel cranes	Lift	1,492.40
Vehicles	AUX38	Surcharge for every handling of any light vehicle (<10 tons) that are unable to move under their own power, have to be pushed, towed or jump started	Unit	134.85
	AUX39	Surcharge for every handling of any heavy vehicle (>10 tons) that are unable to move under their own power, have to be pushed, towed or jump started	Unit	269.69
	AUX40	Shifting vehicles on board vessel	Unit	162.47
	AUX41	Shifting vehicles on vessel, via quay	Unit	324.94
	AUX42	Terminal Handling Charge for light vehicles (<10 tons) delivered in the yard	Unit	53.94
	AUX43	Terminal Handling Charge for heavy vehicles (>10 tons) delivered in the yard	Unit	188.80
Vessel Operations	AUX44	Berth Occupation fee for vessels with no chargeable operations planned or on-going	Per day or part thereof	16,446.76
	AUX45	Cargo discharged directly over side to barge/coaster or from ship to ship will incur the normal stevedoring charges as per §3.2.1 or 2.2.1 and is subject to an additional charge if APMT labour is supplied on the barge/coaster	Ton	0.69
	AUX46	Gang idle time / Gang Standby due to customer <b>default</b> during Day hours: 07:00 – 19:00	Hour per crane	812.34
	AUX47	Gang idle time / Gang Standby due to customer <b>default</b> during Night hours: 19:00 – 07:00	Hour per crane	1,626.18
	AUX48	Gang idle time / Gang Standby due to weather during Day hours: 07:00 – 19:00 hrs	Hour per crane	406.18
	AUX49	Gang idle time / Gang Standby due to weather during Night hours: 19:00 – 07:00	Hour per crane	812.61
	AUX50	Gear box	Move	334.04

Group	Ref	Tariff for Services & Penalties	Units	Charge per unit
	AUX51	Hatch cover	Move	334.04
	AUX52	Hazardous (IMDG/IMO) import/export additional handling charge for discharging/loading from/onto the vessel	TEU	120.19
	AUX53	OOG gear/gang charge – Break Bulk (4 hours minimum)	Hour	783.36
	AUX54	OOG import/export additional handling charge for discharging/loading from/onto the vessel	Unit	171.68
	AUX55	Berth cleaning fee for clinker vessels discharging	Vessel	6,303.79
	AUX56	General Cargo Vessel total discharged cargo weight confirmation	Ton	0.28
	AUX57	Shifting a vessel on customer request along APMT berth	Move	1,716.76
	AUX58	Shifting a vessel on customer request within the port	Move	3,433.53
	AUX59	Shifting Container on board	Unit	226.17
	AUX60	Shifting Container via quay	Move	262.12
Reefer	AUX61	Plugin and Power for Reefers (container storage fees as per Clause §2.2.2 are additional)Storage dwell days 0-10	Day	89.90
	AUX62	Plugin and Power for Reefers (container storage fees as per Clause §2.2.2 are additional).Storage dwell days 10+	Day	107.87
Yard Operations	AUX63	Block stowing of containers in yard per customer request	Move	33.95
	AUX64	Bundling Flatbed Containers	Bundle	89.90
	AUX65	General Cargo Unitized or Palletized handling in CFS	Ton	8.57
	AUX66	Hazardous (IMDG / IMO) import/export additional handling charge for delivering/receiving in the yard	Unit	125.85
	AUX67	Knocking down ends of Flatbed Containers	Unit	21.58
	AUX68	Leaking Container IMDG / IMO (Hazardous)	TEU	203.08
	AUX69	Leaking Container (Non-Hazardous)	TEU	162.47
	AUX70	Placard removing/Placement	Unit	8.98
	AUX71	Positioning of Containers for Stuffing/Unstuffing at the Terminal	TEU	143.84
	AUX72	Sealing of empty containers upon request by the customer	Unit	8.98
	AUX73	Shifting Container Charge (internal yard move per customer request)	Move	33.95
	AUX74	Single Container Verification upon request by the customer	Unit	179.81
	AUX75	Surcharge for non-operational cargo or direct delivery cargo left on quay by Shipping lines	Day	746.20
	AUX76	Sweeping empty containers upon request by the customer	Unit	17.18

Group	Ref	Tariff for Services & Penalties	Units	Charge per unit
Marine Operations	AUX77	If a vessel arrival is notified less than seventy-two (72) hours in advance, it is subject to an additional charge in addition to Clauses 4.2.1, 4.2.2 and 4.2.3	Occurrence	269.69
	AUX78	Tug kept waiting through any fault of the vessel or vessels agent	Hour	718.57
	AUX79	Pilots kept waiting through any fault of the vessel or vessels Agent	Hour	179.80
	AUX80	Mooring gang kept waiting through any fault of the vessel or vessels Agent	Hour	179.80
	AUX81	If tug(s) and/or pilots are cancelled	Occurrence	899.00
	AUX82	Furnishing ropes for use in towing	Request	89.90
	AUX83	Charge for mooring launches for vessel movement and other operations (non-compulsory)	Hour	179.80
Finance	AUX84	Interest charge for late payment, <i>see clause §1.7(d)</i>	Month	1% of invoice value
	AUX85	Bounce/bad cheque. In addition, suspension of cheque acceptance for 12 months.	Occurrence	USD 100, plus 10% of invoice value
	AUX86	Credit/Debit Card payment transaction fees	Payment	Prevailing Bank Rate
Gate Ops	AUX87	Priority Gate Service – Amoco Unit (Subject to Customs approval to use Amoco Gate)	TEU	15.52
IMO GC etc. : AUX34, 52, 68 & 69	AUX88	Penalty charge for overstaying IMDG cargo in the yard for IMO Class 1 (Excl class 1.4) and class 6* beyond 24 hours of discharge	TON per day	17.18
	AUX89	Hazardous (IMDG / IMO) import/export additional handling charge for discharging/loading from/onto the vessel; yard and cfs	TON	17.18
	AUX90	Leaking General Cargo (Hazardous / IMDG / IMO)	TON	17.18
	AUX91	Leaking General Cargo (Non-Hazardous)	TON	15.53
	AUX92	General Cargo & equipment verification by customer	TON	11.43

## 6 VGM

### 6.1 Rates Applicable

These rates are valid from the 1-February-2025 until 31-January-2026

Ref	Tariff for Services & Penalties	Units	Charge per unit
VGM01	VGM Admin/ Service charge	Service	5.87
VGM02	VGM Confirmation, 20-foot unit	Unit	29.37
VGM03	VGM Confirmation, 40-foot unit	Unit	46.99
VGM04	VGM Generation, 20-foot unit	Unit	46.99
VGM05	VGM Generation, 40-foot unit	Unit	88.11