



TERMS AND CONDITIONS OF BUSINESS

3rd Edition, 2020



A Member of  MMC Group



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PART A
BINDING CONTRACT, DEFINITIONS AND INTERPRETATIONS

1. BINDING CONTRACT

A. Offer

1.1 Terms and Conditions of Business 2nd Edition, 2020 shall no longer effective from 1 September 2020. The Terms and Conditions of Business as uploaded by the Port Operator in the Port Operator's website or the Applications (hereinafter defined) or through hard copy distributed by the Port Operator to the Port User (hereinafter defined) (if any) shall constitute as a **STANDING OFFER** by the Port Operator to the Port User for the provision of the Port Services and/ or Facilities (hereinafter defined). For the avoidance of doubt, the Port User shall be fully responsible to download the Terms and Conditions of Business from the Port Operator's website or the Applications and the Port Operator shall not be under any obligation to provide a hardcopy of the same to the Port User. Failure of the Port User to download the Terms and Conditions of Business prior to the commencement or utilization of the Port Services and/ or Facilities shall not have any effect on the validity and enforceability of the Terms and Conditions of Business at law and in equity. The Port User shall also be deemed to have fully understand and agree with the provisions of the Terms and Conditions of Business prior to the commencement or utilization of the Port Services and/ or Facilities.

1.2 For the avoidance of doubt, the Port Operator shall have the right to decline Port User's request for the Port Services and/ or Facilities or any part thereof by providing a written notice to the Port User but without any obligation to assign any reasons whatsoever.

B. Acceptance

1.3 Subject to **Clause 1.4** below, the **STANDING OFFER** shall be deemed to have been accepted by the Port User upon occurrence of any of the following events and thereafter the Port User relationship with the Port Operator shall be governed by a valid and enforceable contractual relationship:

- (a) receipt by the Port Operator of any form of notification/ application from the Port User to use and/ or engage any of the Port Services and/ or Facilities offered by the Port Operator at the Port in accordance with **Clause 7**; or
- (b) execution of the Memorandum of Acceptance (hereinafter defined) by the Port User either prior to or after the commencement of the Port Services and/ or Facilities; or
- (c) application for and/ or opening of the Ledger Account (hereinafter defined) by the Port User either prior to or after the commencement of the Port Services and/ Facilities.

1.4 In the event that the Port Operator invokes its right in **Clause 1.2**, acceptance of offer by the Port User shall be based on the Port Operator's written notice.

C. Consideration

1.5 In consideration for the Port Services and/ or Facilities, the Port User agrees to pay an amount invoiced by the Port Operator in accordance with the Terms and Conditions of Business.

D. “In Addition” and NOT “In Derogation”

1.6 For the avoidance of doubt, the Terms and Conditions of Business shall be in addition to and shall not be in derogation of the terms and conditions contained in the following documents:

- (a) any other contract executed between the Port Operator and the Port User either prior to or after the commencement or utilization of the Port Services and/ or Facilities; and
- (b) any law, rules, regulations, by-laws and/or international conventions applicable to the Port Operator and/ or the Port User; and
- (c) any direction and/ or guidelines imposed to all the Port User either by the Authority (hereinafter defined) or the Port Operator (as the case maybe),

(collectively, “**Additional Documents**”).

1.7 The Terms and Conditions of Business shall be read and treated where relevant, necessary and applicable, as if the same is part of the Additional Documents. Any other terms and conditions contained in the Terms and Conditions of Business shall, where relevant, necessary and applicable, be varied, altered, amended and/ or substituted as if the same has been specifically mentioned in the Additional Documents in order to be consistent and give effect to this Terms and Conditions of Business. In the event of any inconsistency and contradictions, the terms and conditions of the Additional Documents shall prevail and take precedent over the Terms and Conditions of Business.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Term and Conditions of Business, the following words and expressions shall have the meaning ascribed to them below except where the context otherwise requires:

Act means the Port Authorities Act 1963 and Ports of (Privatization) Act 1990 including all rules, regulations and by-laws made thereunder;

Applications means overall operations systems for the Port Services and/or Facilities including but not limited to the Vessel Clearance System (“VCS”), Free Zone Information Processing System (“FZIPS”), billing portal, NAVIS system, marine system or resources, EDI System (hereinafter defined) or any other system developed, applied, referred or used by the Port Operator from time to time;

Applicable Law	means all laws, rules, regulations, by-laws, international conventions, guidelines, code of practice, standard operating procedures and directions issued or given by the Authority and applicable to the Port, Port Premises, Port Services and/or Facilities and Port operations and activities in general;
ATA	means actual time of arrival of the Ship as declared by the Port User in accordance with the Terms and Conditions of Business;
Authority	means any one or more of the following:- <ul style="list-style-type: none"> (i) Johor Port Authority established pursuant to the Port Authorities Act 1963; or (ii) Free Zone Authority; or (iii) the Port Operator as a person authorised to manage and operate the Port in accordance with the Act; or (iv) any governmental agency, office, department, authority or municipality in any jurisdiction, whether federal, state, provincial, territorial or local; or (v) any court of law, minister or any government-appointed commission or delegate; or (vi) any provider of public utilities or related services whether or not government owned or controlled; or (vii) any other governing authorities,
Cargo	means (i) goods, materials, equipment or articles of any kind or nature whatsoever (whether or not it is hazardous or obnoxious in nature) transported or to be transported in the Container (as hereinafter defined); and (ii) empty Container;
Cargo and Container Handling	means services or activities to load or unload, receive or deliver, transfer or reallocate Containers, break bulk or loose Cargo (general cargo) from, to or within sea, road and rail transport into the Wharf, yard terminal, Warehouse or any terminal area including but not limited to the following: <ul style="list-style-type: none"> (i) discharge of Cargo and/ or Container between the Ship and the berth; (ii) shifting Cargo and/ or Container within the Port Premises; and (iii) shifting Cargo and/ or Container from place to place within or from and to a Ship;

Container	means any box or article of transport equipment having a permanent character and being specifically designed for the transportation of the Cargo by one or more modes of transport (with ISO recommended lifting arrangements and consistent with the International Convention for Safe Containers “CSC”), which may include any of the following: <ul style="list-style-type: none"> (i) any container 20’, 40’ or 45’ in length, 8’ in width and 8’6”/9’6” in height; or (ii) flat-racks, platforms, reefers or tanks; or (iii) Non-Standard Container; or (iv) Out of Gauge Cargo; (v) non-containerized Cargo, livestock, general cargo, break-bulk; or (vi) any other kind of container or equipment developed for liner shipping.
Container Operator	means any person who is in a lawful/ legal possession of the Container with power to lease or sell the same;
Container Terminal	means a transport terminal that handles containerized Cargo located at the Container Yard;
Container Yard	means land and/or premises where the Container Terminal is located;
Contract	means contract formed in accordance with Clause 1 ;
Custom	means Malaysian Royal Customs/ Kastam DiRaja Malaysia, the governmental agency authorized to (i) collect any tax and duties; and (ii) to issue compound; and (iii) to detain any import and export containers;
Environmental Condition	means the presence, whether discovered or undiscovered, in surface water, ground water, drinking water, land surface, subsurface strata, aboveground and underground tanks or other containers or ambient air of any of the Polluting Substances (as hereinafter defined) arising out of or otherwise related to or connected to Port User’s activities at the Port;
Environmental Law	means any statutory provisions in relation to the environmental matters and Polluting Substance enforceable in Malaysia including but not limited to any rules, regulations, by-law, international convention such as MARPOL 73/78, order and guidelines made thereunder;

ETA	means estimated time of arrival of the Ship as declared by the Port User in accordance with the Terms and Conditions of Business;
EDI System	means an electronic data interchange system whereby any information or data is transmitted between one computer to another computer or EDI files transmitted through emails or file transmission protocol ("FTP"). For the purpose of the Terms and Conditions of Business, EDI System is the medium of interchanging information or data or emails or FTP with the Port User;
Force Majeure	means the events of Force Majeure as set out in Clause 12.12 ;
Free Zone Area	means an area declared in accordance with Section 3(1) of the Free Zone Act 1990 to be a free commercial zone or a free industrial zone;
Free Zone Authority	means an authority appointed in accordance with Section 3(2) of the Free Zone Act 1990;
FZIPS	means free zone information processing system;
GST	means the goods and services tax which may from time to time be imposed under any GST Law or any value added tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever and by whatever name called, which may from time to time be imposed or charged (including any increases or decreases to the rate) by any taxation authority;
GST Law	means the Goods and Services Tax Act 2014 and any rules, regulations, by-laws or orders made thereunder which includes any general guides and/or panel decisions issued and/or published by the Director General of Royal Malaysian Customs in respect of the GST;
ISPS	means the International Ship and Port Facility Security Code which amended the Safety of Life at Sea (SOLAS) Convention (1974/ 1988) and became mandatorily applicable on 1 st July 2004 on the following: <ul style="list-style-type: none"> (i) Ship engaged on international voyages; (ii) passenger of the Ship including high-speed craft of 500 gross tonnage and above;

- (iii) cargo Ship including high-speed craft of 500 gross tonnage and above;
- (iv) mobile offshore drilling units; and
- (v) the Port Operator's facilities serving such Ship engaged on international voyages.

Terminal Operations Manager	means person appointed to manage the Cargo and Container Handling at the Container Terminal;
Hazardous Cargo or Container	means Cargo of any kind classified as dangerous or hazardous by any statute, statutory instrument or order, rules and regulations, guidelines or recommendation by the Authority or International Maritime Dangerous Goods Code;
HSSE	means health, safety, security and environment;
HSSE Policies	means all the Port Operator's policies, requirements, conditions, directions, orders or guidelines whether general or specific, on matters concerning or relating to HSSE as more particularly set out in Annexure D ;
MARPOL 73/78	means the International Convention for the Prevention of Pollution from Ships 1973 (including its protocols, annexes and appendices) which constitutes attachment 1 to the formal act of the International Conference on Marine Pollution, signed in London on 2 nd November 1973, as modified and amended by the Protocol of 1978 relating thereto;
Master	includes every person, except the Pilot, having for the time being the command or charge of the Ship;
Memorandum of Acceptance	means memorandum of acceptance to be executed by the Port User in a form as set out in Annexure E ;
Non-Standard Container	means a container which requires special handling by the Port Operator (to be determined by the Port Operator at its sole discretion);
Operational Area	means landside used for port operations which includes terminal gate, Container Yard, Wharf area, Free Zone warehouses area, depot, rail area and all places that has been gazetted as Port terminal area;
Operational Vehicle and Traffic	means Vehicle (as hereinafter defined) used by the Port Operator for execution, supervise, monitor the Port / Port Premises which may include all Vehicle used to support, maintains the progress of Port's operations;

Out of Gauge Cargo	means a container exceeding a standard container of 20', 40' or 45' in length, 8' in width and 8'6"/9'6" in height;
Port Pilotage District	means an area within the Port declared as pilotage district via notification in the gazette in accordance with Section 29A of the Port Authorities Act 1963;
PTP-Liner Operational Procedures	means document pertaining to operational procedures and instructions for the handling of containers and Ship (hereinafter defined) at the Port to be complied by the Port User in accordance with Clause 4.1 , appended herewith as Annexure C ;
Polluting Substances	means any natural or artificial substance of any nature whatsoever (whether in the form of a solid, liquid, gas or vapour alone or in combination with any other substance) which is capable of causing harm or damage to the environment or to public health or welfare, including, but not limited to, controlled, special, hazardous, toxic or dangerous wastes or pollutants prescribed under the law;
Pilot	means (i) person who does not belong to the Ship; and (ii) engaged or employed by the Port Operator for pilotage services; and (iii) who is duly licensed by the Authority to act as a pilot for the purpose of pilotage services provided by the Port Operator in the Port Pilotage District;
Port	means Port of Tanjung Pelepas, within the limits declared under Section 6 of the Merchant Shipping Ordinance 1952;
Port Area	means the gazetted Port Area of Port of Tanjung Pelepas declared under Section 6 of the Merchant Shipping Ordinance, 1952 and or any other specified areas which may be gazetted from time to time as Port areas;
Port Premises	means all or any part of any land, place, structure or building (including but not limited to the container terminal) in which services and/or facilities are provided by the Port Operator, irrespective of whether or not such land, place, structure or building, including any berth, jetty or Wharf owned, operated, managed or controlled by the Port Operator;

Port Services and/or Facilities	means the port services and facilities to be provided by the Port Operator in accordance with Clause 3 ;
Port User	includes customers, owners, operators, vendors, suppliers, importers, exporters, sub-lessees, tenants, contractors, multimodal transport operator, liners, freight forwarders, forwarding agent, freight agents, shipping agents, shipper, any persons and their respective representatives, successors and permitted assigns, who are using or engaging any of the Port Services and/or Facilities at the Port or having or transacting business with the Port Operator in any manner whatsoever. For the avoidance of doubt, the Port User shall include its employees, independent contractors, agents, visitors, licensees and/or workmen or the employees of the Port User's independent contractors or agents;
Port User's Representative	means any one or more persons, authorised by the Port User and approved by the Port Operator to deal with the Port Operator, its employees and agents for the Port Services and/ or Facilities or Port related activities;
Port Operator	means Pelabuhan Tanjung Pelepas Sdn Bhd (Company No.: 328719-K) , a private limited company incorporated in Malaysia under the Companies Act 1965 and having its principal office at Block A, Wisma the Port Operator, Jalan Pelabuhan Tanjung Pelepas, TST 507, 81560 Gelang Patah, Johor including its successors in title and/or permitted assigns;
Rates or Tariff	means dues and charges applicable for the Port Services and/or Facilities as set out in the Annexure A ;
Reefer Services	means any of the following services and facilities provided by the Port Operator: <ul style="list-style-type: none"> (i) connecting or disconnecting any refrigerated Container to or from power plugs in any reefer yard forming part of a Container Yard; (ii) supplying electricity to any refrigerated Container, and monitoring the temperature within the Container; and (iii) repairing the reefer machinery of any refrigerated Container;
Reefer Container	means a container used for the transportation of refrigerated Cargo;

Security Deposit		means advance payment/ upfront payment or bank guarantee or cash collateral to be provided by cash customer or credit customer in accordance with Clause 10.4 ;
Ship		includes every description of vessel used in navigation not propelled by oars;
Terminal Services and Facilities		means services and facilities offered or provided by the Port Operator at the terminal which may include any of the following: <ul style="list-style-type: none"> (i) Storage; (ii) Repairing the Container; (iii) Inspection of Cargo and/or Container; (iv) Transporting supplies to the Ship; (v) Supplying fresh water to the Ship; (vi) Supplying power to the Ship; (vii) Fumigating the Cargo; (viii) Supplying mechanical equipment and manpower; (ix) Any other services and facilities to be determined by the Port Operator from time to time,
Terms and Conditions of Business	of	means the terms and conditions of business including the annexures and schedules as attached hereto and any amendments or variations to the same by the Port Operator from time to time;
Unprotected Cargo		where they relate to: <ul style="list-style-type: none"> (i) Cargo that is packed, stuffed or stowed either in or on a flat rack, u-rack, platform, or placed in an open-side or open-top Container or in a Container where the bottom is not sufficiently secured; and (ii) bulk or break bulk or Out of Gauge Cargo, whereby both are exposed in a manner that will result in their damage, loss in weight, value or quality;
Vehicle		includes a carriage travelling on its own wheels or runners and used or intended to be used for the conveyance or carriage of persons, animals or goods into and out of the Port Premises;
VCS		means the vessel clearance system to facilitate dissemination of all data on each Ship, its arrival or departure, providing notice of port clearance obtained from the relevant authorities for each Ship's

arrival or departure and other necessary data to facilitate the acceptance of the Ship for admittance into the Port and henceforth the use of Port Services and/or Facilities;

Warehouse means premises used by the Port Operator for Warehousing Services;

Warehousing Services means providing space, either open or covered, for the storage, loading, unloading, stuffing, unstuffing, repair, fumigation or inspection of the Cargo and/ or Container at the Free Zone warehouse; and

Wharf includes any quay, berth, pier, jetty, dock, ramp, landing place and any wall and building adjoining the foreshore, seabed or river bed at the Port Operator or any terminal within the Port.

2.2 Interpretation

In this Terms and Conditions of Business, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- (a) words importing the masculine gender shall include the feminine and neuter genders and *vice versa*, and words denoting persons include corporations and *vice versa* and also include their respective heirs, estates, executors, legal representatives, receivers and/or managers, liquidators, successors in title and/or permitted assigns, as the case may be;
- (b) words importing the singular number shall include the plural and *vice versa*;
- (c) the appendices or schedules of or to this Terms and Conditions of Business shall have effect and be read and construed as an integral part of this Terms and Conditions of Business. Unless expressly stated otherwise, in the event of any conflict or discrepancy between any of the appendices, schedules and/or the provisions of this Terms and Conditions of Business, such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Terms and Conditions of Business, be resolved by giving the provisions contained in this Terms and Conditions of Business priority and precedence over the appendices and schedules of and to this Terms and Conditions of Business;
- (d) a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, appendix, annexure or schedule is a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, appendix, annexure or schedule of or to this Terms and Conditions of Business;
- (e) the headings and sub-headings of clauses herein are inserted merely for convenience of reference, and shall be ignored and shall not be taken into consideration in the interpretation or construction of this Terms and Conditions

of Business or any of the provisions herein contained;

- (f) a reference to a statute and the Applicable Law includes:
 - (i) all amendments to that statute;
 - (ii) all regulations, by-laws, rules, statements of policy or guidelines or direction issued under or in relation to the same and all statutory instruments or orders made pursuant thereto; and
 - (iii) any statutory modification, consolidation or re-enactment of that statute for the time being in force;
- (g) a reference to a “**month**” means a period beginning in one calendar month and ending in the next calendar month on the day numerically corresponding to the day of the calendar month on which it commences or, where there is no date in the next month numerically corresponding as aforesaid, the last day of such calendar month, and “**months**” and “**monthly**” shall be construed accordingly;
- (h) if a day on or by which anything is to be done or any payment is to be made is not a Business Day, it shall be done or paid on the next Business Day, and if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day, and if any period of time falls on a day which is not a Business Day, then that period is to be deemed to expire only on the next Business Day;
- (i) a reference to any particular date or time is a reference to that date or time at/in Johor Darul Ta’zim;
- (j) a reference to any agreement (including this Term and Conditions of Business) or document includes an amendment, variation, modification, addition or supplement to, or replacement or novation of, that agreement or document, from time to time in force;
- (k) words denoting an obligation on a person or party to do any act, matter or thing include an obligation to procure that it be done, and words placing a person or party under a restriction include an obligation not to permit infringement of the restriction save where otherwise provided;
- (l) no rule of construction applies to the disadvantage of a party by reason that it was responsible for the preparation of this Terms and Conditions of Business or any part of it;
- (m) a reference to “**Ringgit Malaysia**” or “**RM**” is a reference to the lawful currency of Malaysia;
- (n) unless otherwise expressly stated in the Terms and Conditions of Business, any reference to “**pay**”, or cognate expressions, includes payments made in cash or by way of bank drafts or effected through inter-bank transfers to the account of the payee and any payment made pursuant to and/or for the purpose of this Agreement by way of inter-bank transfers, bank drafts, cashier’s order, demand

draft, banker's cheque, personal cheque and/or such other negotiable instruments made by a paying Party to a receiving Party shall not be deemed as good and effective payment to the receiving party until such instruments have been cleared and the funds therein credited into the receiving Party's or its solicitors' account;

- (o) **Business Day** shall be a day excluding Saturday, Sunday and Public holidays on which banks are closed in Malaysia for the transaction of business of the nature required under the terms hereof;
- (p) the words "herein", "hereof", "hereunder" are to be construed as being by way of illustration or emphasis only and not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words; and
- (q) where a word or phrase is given a defined meaning in this Terms and Conditions of Business and any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning, and where a word or phrase indicates an exception to any of the provisions of this Terms and Conditions of Business, and a wider construction is possible, such word or phrase is not to be construed *ejusdem generis* with any foregoing words or phrases, and where a word or phrase serves only to illustrate or emphasise any of the provisions of this Terms and Conditions of Business, such word or phrase is not to be construed, or to take effect, as limiting the generality of such provision.

PART B PORT SERVICES AND FACILITIES

3. PORT SERVICES AND/OR FACILITIES

3.1 The Port Operator may provide the following Port Services and/ or Facilities to the Port User in accordance with the Terms and Conditions of Business:

- (a) Port Services and/ or Facilities in relation to the Ship
- (b) Marine Services: Pilotage and Towage
- (c) Port Services and/ or Facilities in relation to the Cargo and the Container
- (d) Hire of equipment at the terminal
- (e) Terminal Services and Facilities

4. GENERAL PROVISIONS IN RELATION TO THE PORT SERVICES AND/OR FACILITIES

4.1 PORT SERVICES AND/OR FACILITIES IN RELATION TO THE SHIP

4.1.1 Application for Berths and Un-berthing and Accurate Information

- (a) The Port User shall be responsible to apply for berth and un-berthing of the Ship and arranging, processing, finalising and completing all the required formalities and paperwork in accordance with the PTP-Liner Operational Procedures, the Applicable Law and the Terms and Conditions of Business for berthing and un-berthing of the Ship, including but not limited to arranging for Pilot, tugs,

mooring, customs inward/outward clearance, immigration and any other form of clearances and approvals as required by any other government agencies or authorities.

- (b) The Port Operator shall have the right to refuse any application for berth or un-berth by the Port User in the event that the Port User fails to comply with the PTP-Liner Operational Procedures, the Applicable Law and the Terms and Conditions of Business.
- (c) The Port User shall ensure that the information provided to the Port Operator is accurate and that it is expressly agreed that by accepting and acting upon the information provided by the Port User, the Port Operator shall not be liable for any changes in the berthing schedules, delays, loss and/or damage resulting from the information provided by the Port User.
- (d) Pursuant to the Port User's obligation to provide accurate information in this **Clause 4.1.1(a)**, the Port User shall indemnify and keep the Port Operator fully indemnified and be fully liable for all form of losses and damages arising from any inaccurate information provided by the Port User.
- (e) Notwithstanding anything herein contained, the Port Operator shall have the absolute right to reject any berthing application without assigning any reason thereto.

4.1.2 **Allocation of Berths**

- (a) The allocation of a berth for the Ship calling at the Port is subject to all procedures and requirements as may be specified and advised by the Port Operator to the Port User from time to time.
- (b) No Ship shall:
 - (i) be berthed or un-berthed; or
 - (ii) lie alongside a berth after it has completed loading or discharging or disembarkation of passengers; or
 - (iii) be placed alongside the Wharf; or
 - (iv) remain idle,

without prior written approval from the Port Operator or Terminal Operations Manager.

- (c) The Port Operator shall use its best endeavours to allocate a berth to the Port User in accordance with its requirements.
- (d) Notwithstanding **Clause 4.1.2(c)**, the Port Operator shall have full discretion to allocate berth to the Port User's Ship.
- (e) The Port Operator shall not be responsible for any consequences arising from the following:

- (i) Any non-compliance by the Port User with the ISPS or any other requirements which its non-compliance results in the Ship being prevented from berthing at the Wharf in the Port; and
- (ii) Any form of losses or damages suffered by the Ship and the Port User including but not limited to breakdown, fire, explosion, sinking or any other form of accident or incident arising from the Port User's fault; and
- (iii) Longer waiting time for berthing arising from a significant time gap between ETA and ATA; and
- (iv) The Ship cannot be berthed at the Wharf applied or assigned due to whatsoever reasons.

4.1.3 **Berthing and Un-berthing of the Ship**

(a) **No Warranty Whilst Approaching, Leaving or Lying Alongside**

The Port Operator does not and shall not give any warranty or representation that the Ship will not ground whilst approaching or leaving the Port or lying alongside the Wharf. The Port User agrees that the Ship shall approach or leave the Port or lying alongside the Wharf at the sole risk of the Port User and the Port Operator shall be released and absolved from any form of liability of whatsoever nature.

(b) **Berthing, Un-berthing and Anchoring**

- (i) At all material times, the Master shall be and remain in command of the Ship and take all necessary steps to preserve its safety and security at the Port User and/or the Master own cost and expense.
- (ii) The Ship while manoeuvring or while lying alongside the Wharf does so at sole control, risk and expense of the Master and shall remain in the charge of the Master.
- (iii) The Master shall ensure and maintain at all material times, that the Ship:
 - (a) will be navigated, manoeuvred and berthed safely and in compliance with all the Applicable Law, the Port Operator's operating procedures and the Port Operator's safety requirements;
 - (b) will not ground while manoeuvring or lying alongside the Wharf;
 - (c) will not break adrift from moorings;
 - (d) will not cause any damage, howsoever occasioned, to the Wharf and to the Port Premises, equipment, fixed or portable fenders or mooring bollards and other property belonging to the Port Operator or to other third parties during or arising from the act of manoeuvring or lying alongside;
 - (e) has been properly and safely berthed alongside at the Wharf to the satisfaction of the Port Operator;

- (f) shall discharge and load the Cargo and/ or the Container safely and with reasonable despatch complying with the Applicable Law;
 - (g) shall leave the Wharf or shift to a new position upon receiving instructions from the Port Operator or Terminal Operation Manager; and
 - (h) the Ship shall discharge or load the Cargo and Containers with reasonable despatch complying with the Applicable Law. In the event that the berth which the Ship occupies is required or is deemed to be required for another Ship, the affected Ship's crew shall work overtime including during meal hours/break in accordance with the Terminal Operations Manager order/instructions. The Port Operator shall have the right to order the Ship to completely vacate the berth in the event of breach of the provision of this Clause but after due warning has been given by the Port Operator to the Port User.
- (iv) The Ship shall be berthed and un-berthed by the Master to the satisfaction of the Port Operator, at the sole risk and responsibility of the Port User and the Master.
 - (v) The Authority shall have the right to order the Ship to leave the Port upon completion of its business/activities unless prior written approval has been granted by the Authority for the Ship to remain within the Port Area.
 - (vi) Without prejudice to **Clause 4.1.3(a)** above, the Port Operator may provide berthing/un-berthing personnel and mooring crew at the Wharf to assist the Master for the sole purpose of making fast or casting off the ship's hawsers and mooring ropes. Every Ship that berths at the Wharf shall remain under the charge of the Master and the berthing/un-berthing personnel and mooring crew shall be under the Master instructions and control and all costs and expenses incurred shall be borne by the Port User and the Master. Without prejudice to anything to the contrary, any services or assistance rendered by the Port Operator to the Master and/ or the Ship shall be subject to the express condition that the Port Operator shall not be liable for any consequences (direct or indirect delay, loss, injury or damage to person or property) arising therefrom.
 - (vii) The Port Operator shall not be responsible or liable for any damage or loss suffered or incurred by the Port User during the berthing and un-berthing of the Ship.
 - (viii) Pursuant to **Clause 4.1.3(b)(vi)**, the Port Operator shall not be liable in any manner whatsoever for any damage or loss to the Ship arising from any latent defects in fenders, mooring bollards or posts, nor for any improper mooring of the Ship at the Wharf whether by reason of incompetence or negligence of its employee or Pilot, or as a result of insecure or improper mooring of the Ship whilst lying alongside at the Wharf.
 - (ix) The Port Operator shall have absolute discretion to enforce security, safety, control and protective measures at the cost and expense of the

Port User or the Master if the Port Operator is of the view that such act is necessary for the purpose of increasing the security and safety level of the Ship or protecting the Port. For the purpose of this Clause, the Port Operator shall be fully justified to take any necessary action without incurring any form of liability and costs in the existence of reasonable suspicion that breach of the ISPS, Applicable Law or HSSE Policies has occurred. For this purpose, the Port Operator shall have the right to exercise security and safety inspection of the Ship, Cargo, Containers, personal effects, crew baggage, the Ship supplies and the crew/ personnel. For the avoidance of doubt, no instruction or direction given, or act performed by the Port Operator or its officers or employees shall place any responsibility upon the Port Operator, with respect to the security or safety of the Ship.

(c) **Exclusion of Liabilities**

- (i) The Master and the Port User shall keep the Port Operator fully indemnified against all claims, demands, losses, costs and expenses arising from any such damage or loss either to property or persons belonging to the Port Operator or any third party pursuant to such berthing or un-berthing and loading or discharging operations.
- (ii) The Port User shall be held responsible for any loss and/or damage that may arise as a consequence of the Ship's faulty navigation, or by reason of the Ship breaking adrift from her moorings. The Port Operator shall have the right to provide notice of danger when the need arises and the Port User shall comply with the notice. For the avoidance of doubt, no instruction or direction given, or act performed by the Port Operator or its officers or employees shall place any responsibility upon the Port Operator or render the Port Operator liable, with respect to the safe navigation or by reason of the Ship breaking adrift from her moorings.
- (iii) The Master and the Port User shall be fully responsible for and keep the Port Operator fully indemnified against any loss and damage to the Wharf and/or to any part of the Port Premises, equipment, fendering or mooring bollards and other property belonging to the Port Operator or any third party, caused during or arising from the act of berthing or un-berthing, save and except in the event that such damage is caused by direct negligent act of the Port Operator, it employees, agents or representatives.

4.2 **MARINE**

4.2.1 The Port User and the Master shall comply with the Applicable Law, **Annexure H** and the Port Operator's instructions, directions and/ or orders (as may be advised to the Port User or Master from time to time) for the pilotage and towage services provided hereunder.

4.2.2 ***Pilotage Services***

4.2.2.1 **Navigating In Port Pilotage District**

No Ship, for which pilotage is compulsory as specified by the Authority from time to time, shall navigate into the Port Pilotage District without the assistance of the Pilot.

4.2.2.2 **Requirement To Use the Port Operator Pilotage Services**

No Ship requiring pilotage for the purpose of approaching, leaving or operating within the Port Pilotage District shall engage a pilot other than the Pilot.

4.2.2.3 **Use Of Pilotage Services**

- (a) Pilotage services shall be provided by the Port Operator subject to the following terms and conditions:
 - (i) Pilotage services in respect of an incoming Ship shall be deemed to commence when the Pilot has boarded the Ship, and shall be deemed to end when the Ship has been anchored, moored or otherwise secured to the satisfaction of the Master; and
 - (ii) Pilotage services in respect of an outgoing Ship shall be deemed to have commenced only when the Pilot has boarded the Ship and shall be deemed to end when he leaves the Ship; and
 - (iii) Pilotage services in respect of any other movement of a Ship shall be deemed to commence when the Pilot has boarded the Ship and shall be deemed to end when he leaves the Ship, and
- (b) The Pilot shall be deemed to be the Port User's employee or the Master's servant engaged for the provision of the pilotage services. The Port Operator and the Pilot shall not be liable for any loss or damage occasioned by any act, omission, negligent act or default by the Pilot throughout the pilotage services; and
- (c) The pilotage services shall be at the sole risk and at the entire charge, care and expense of the Master or the Port User. The Master and the Port User shall be fully responsible for the Ship and retain full liability for any consequences arising from any act or omission of the Pilot. The Port Operator shall not be liable for any loss or damages of whatsoever nature arising from the pilotage services; and
- (d) The Ship requiring pilotage services shall comply with all the Applicable Law, rules, regulations, by-laws, international conventions, guidelines and direction relating to pilotage or marine services.
- (e) Every Pilot engaged shall have the right to:
 - (i) enhance the safety level of the Ship while navigating or manoeuvring it by requesting additional assistance or manpower etc and all costs and expenses incurred thereto shall be fully borne by the Port User; or

- (ii) refuse pilotage services by anchoring or otherwise securing the Ship as safely as possible, in the event that he is of the view that the Ship is (i) not fit to proceed for pilotage services; or (ii) the Ship appears to be overloaded; or (iii) not in compliance with **Clause 4.2.2.3(d)**; or (iv) due to any other reasons that the Pilot deems fit.

4.2.3 **Towage Services**

4.2.3.1 **Requirement To Use the Port Operator Towage Services**

The Port User shall use towage services provided by the Port Operator for the purposes of manoeuvring, operating, approaching or leaving the Port.

4.2.3.2 **Use Of Towage Services**

- (a) Towage services shall be provided by the Port Operator subject to the following terms and conditions:
 - (i) Towage services shall be deemed to commence when the tug receives orders from the Port Operator to leave the base, and is deemed to end when (i) the tug arrives at the base; and (ii) after final orders to cease attending have been given by the Port Operator; and
 - (ii) The crew of any tug provided by the Port Operator for the towage services shall be deemed to be the Port User's employee engaged for the provision of the towage services and shall be under the order of the Master. The Port Operator and the tug crew shall not be liable for any loss or damage occasioned by any act, omission, negligent act or default by the Master or the tug crew throughout the towage services,

For the avoidance of doubt, the provision of the towage services shall continue until it ceases in accordance with **Clause 4.2.3.2(a)(i)**, notwithstanding of any deviation from or interruption or failure in providing the towage services, and whether or not there has been any substitution of tugs; and

- (b) The Port Operator shall not be liable to the Port User for any damage, loss, personal injury or death arising from the towage services. The Port User shall bear, pay and indemnify the Port Operator against any form of damages or losses arising from the towage services rendered including but not limited to unseaworthiness, unfitness or breakdown of the tug, its equipment or towing gear, lack of fuel, stores or speed or otherwise; and
- (c) The Port Operator may at any time, whether before or after the commencement of the towage services, substitute one tug for another and may tow or otherwise assist in matters connected with the towage of more than one Ship at a time. The Port Operator shall have absolute rights to procure another tug from another tug service provider for the provision the towage services and the Port User shall have no right to commence any legal action against the other tug owner; and

- (d) No sum payable by the Port User shall be discharged or diminished by any sums recovered by the Port Operator from its insurers in respect of any damage or loss arising from the towage services, and the Port User shall not be entitled to be subrogated to any rights of the Port Operator or have any rights of contribution from the Port Operator's insurers; and
- (e) The Ship requiring towage services shall comply with all the applicable law, rules, regulations, by-laws, international conventions, guidelines and direction relating to the towage or marine services.

4.3 **CARGO AND CONTAINER**

4.3.1 **Types of Port Services and/ or Facilities in relation to Cargo and/ or Container**

- (a) Cargo and/ or Container handling;
- (b) Cranage services;
- (c) Prime over services;
- (d) Storage facilities;
- (e) Reefer Container Services; and
- (f) Any other support services or facilities as may be determined by the Port Operator from time to time.

4.3.2 **General Procedures and Provisions in relation to the Cargo and/or Container**

4.3.2.1 **Documents and Manifest**

- (i) The Port User shall comply with the Applicable Law including but not limited to the Free Zone Act 1990 [Act 438] and all rules and regulations made thereunder and standard operating procedures for processing and approving of import, export and transshipment documentation as set out in **Annexure B**.
- (ii) The Port User shall provide the Port Operator with all necessary information and instructions, including adequate notice relating to the condition of the Cargo and/or the Container including but not limited to their contents, which may require special handling.
- (iii) The Port User undertakes to give full cooperation with the Port Operator in arranging for speedy receipt and delivery of such Cargo and/or Container, in accordance with the requirements of the Port Operator, the Authority, and all other relevant persons.
- (iv) The Port User shall be fully liable to the Port Operator for any loss, damage, claim, costs and expenses (including but not limited to any personal injury or death) incurred or sustained by the Port Operator, its employees, agents, representatives and/ or any third party (including their employees, agents and/ or representatives) arising from inaccurate, erroneous, incomplete, absence or omission of information in the Applications.
- (v) Notwithstanding anything to the contrary contained in this Terms and Conditions of Business, the Port Operator shall be entitled to reject any Cargo and/or Container not conforming to the above requirements or the provisions of

the Applicable Law. The Port Operator shall not be liable for any damages or losses suffered by the Port User due to rejection made by the Port Operator pursuant to this Clause.

- (vi) The Port Operator shall not be responsible for wrong delivery or non-delivery of the Cargo and/ or Container with the following characters:
 - (A) absence of any marking; and
 - (B) error, deficiency, illegible or misleading markings; and
 - (C) identical or similar markings for different consignments; and
 - (D) numerous old or imperfectly erased marks.
- (vii) The Port Operator shall not be liable for any failure to notify the Port User for any shortages, losses or damages to the Cargo and/ or Container.

4.3.2.2 **When Cargo and/or Container are Considered Delivered and Landed**

The delivery of Cargo and/or Container shall not be considered to have been made to the Port Operator unless and until the Cargo and/or Container have been Landed or disconnected from the Ship's gear.

"Landed" means discharged and landed on the Wharf deck, trailer or other Vehicle designated for such use by the Port Operator, whether owned by or being used with the Port Operator's prior written permission.

4.3.2.3 **Right to Inspect Cargo and/or Container**

- (a) The Port Operator shall be entitled to inspect, weigh, measure, test or examine the Cargo and/or Container at any time, either on, before, or after accepting delivery of the Cargo and/or the Container.
- (b) Free Zone Authority or Customs or other relevant government agency shall have the right to open the Cargo and/or the Container in the presence of the Port User.

4.3.2.4 **Damages to Cargo and/or Container During Cranage**

Where the Port Operator undertakes the cranage of the Cargo and/or Container to and from Ships or Vehicles, the Port Operator shall not be responsible for loss or damage in consequence of:

- (i) any of the cranes or the load attached thereto colliding with the rigging, spars or other equipment of the Ship, or resulting from the shifting or movement of the Ship or any of its equipment;
- (ii) faulty slinging or improper loading of any Cargo and/or Container by any persons, other than the Port Operator's employees acting within the scope of their employment; or
- (iii) the Ship having been improperly or insecurely moored;
- (iv) faulty Ship or Vehicle twist-locks or any devices that secure the Cargo and/or Container to the Ship or Vehicle including faulty cell guide of the Ship that can cause damage to container/equipment;

- (v) faulty devices that secure the Cargo to the Container;
- (vi) unstable condition or poor stability of Ship or Vehicle;
- (vii) poor Cargo stowage or Cargo stacked away from the hatch square, or
- (viii) any error or inaccuracy or misrepresentation in the declaration by the Port User of the weight and height of Cargo.

4.3.2.5 **Loading or Discharging of Cargo and/or Container During Rain**

No Cargo and/or Container that are likely to be damaged by rainwater shall be loaded or discharged whilst it is raining. The Master shall ensure that all hatches are closed during rain. The Master shall ensure that all hatches are closed during rain.

4.3.2.6 **Handling of Damaged Cargo or Container**

Damaged Cargo and/or Containers shall be handled in accordance with the following procedures:

- (a) Port User and/or the Container Operator shall notify the Port Operator on any known damaged Cargo and/ or Container **twenty-four (24) hours** prior to the ETA;
- (b) Receipts of the damaged Cargo and/or Container shall be captured and updated into the HHT [NAVIS] system (“**System**”) as “**damaged Cargo and/or Container**” and the System will trigger damage notification within **one (1) hour** to the Port User and/or the Container Operator;
- (c) Thereafter, the Port User and/or the Container Operator upon receiving the damage notification message via email shall notify the Port Operator on required actions to be taken for the purpose of handling of the damaged Cargo and/ or Container;
- (d) The Port User’s and/or the Container Operator or their authorised representative and the Port Operator shall jointly inspect and assess the damaged Cargo and/or Containers;
- (e) The Port User and/or the Container Operator shall repair, re-strap or re-condition the damaged Cargo and/or Container to the satisfaction of the Port Operator prior to the handling of the same, failing which the Port Operator may refuse to provide the Port Services and/ or Facilities and the Port User and/ or the Container Operator shall forthwith remove the damaged Cargo and/or Container in accordance with the Port Operator’s instruction at its own cost and expense; and
- (f) The Port Operator shall have no obligation to accept the damaged Cargo and/or Container unless the Port Operator is of the view (to be decided solely by the Port Operator) that it can be handled safely based on the available/existing Port equipment and/or facilities. In the event that special port equipment and/ or facilities are required for the handling of the damaged Cargo and/ or Container, the Port User and/or the Container Operator shall notify the Port Operator in writing and shall bear all costs and expenses arising therefrom.

4.3.2.7 **Examination to Cargo and/or Container**

- (a) Any examination to the Cargo and/ or the Container are subject to Custom, Free Zone Authority or the Authority request (“**Examination**”).
- (b) The Examination will be conducted at a designated area to be determined by the Custom, Free Zone Authority or the Authority.
- (c) The Port Operator shall not be responsible for any shortage of contents or any form of losses or damages suffered by the Port User arising from the Examination.
- (d) The Port User shall be responsible for the security and safety of the Cargo and/ or the Container throughout the Examination including but not limited to making sure that the Container are closed and locked upon completion of the Examination and the Cargo is fully secured or protected.
- (e) In the event that the Port Operator provides or allocate Storage Area (hereinafter defined) for the purpose of the Examination, the Port User shall provide tally clerks for the tallying of Cargo during stuffing/ un-stuffing into/from Containers.

4.3.2.8 **Cargo and/or Container Handling**

- (a) The Port Operator shall be entitled to:
 - (i) retain possession of any Cargo and/or Container passing through or stored in the Port; and
 - (ii) retain possession of Cargo and/or Container or prohibit any Ship from leaving the Port until payment of all charges in respect of such Cargo and/or Container or Ship is made to the Port Operator.
- (b) The Port Operator shall be entitled to inspect all bills of lading, consignment notes, freight lists, cargo manifests and any other documents whatsoever relating to the Ship, Vehicle, Cargo or Container that has used, is using, will be using, or is in the Port Premises for any activities and services. Any the Port Operator authorised personnel may board any Ship or enter any Vehicle in the Port, to inspect such documents.
- (c) The Master of any Ship shall at all times obey the Authority direction/instruction to shift or remove the Ship without compensation.
- (d) The Port Operator shall have the right to refuse rendering the Port Services and/ or Facilities to the Port User by way of written notice in the event that the Port Operator is of the view that there exists situation which may prevent or hinder safe handling, storage or transport of the Cargo and/ or the Containers. Thereafter, the Port User shall remove the Cargo and/ or Containers from the Port Premises.
- (e) The Port User shall bear all costs and expenses incurred by the Port Operator due to cancellation of the Port Services and/ or Facilities and the Port Operator

shall have the right to charge all fees and charges for Port Services and/or Facilities ordered in the event that the Port User makes any cancellation.

- (f) The Cargo, Container and all documents related to the Cargo and/or the Container shall be subject to the Port Operator's right to exercise lien for any outstanding amount due and payable to the Port Operator.

4.3.2.9 **Disposal of Dunnages**

All equipment and materials including but not limited to stages, dunnages, planks and other articles used in discharging or loading to the Ship, which are not provided by the Port Operator shall be removed from the Port Premises within **thirty (30) minutes** upon completion of such loading or discharging.

4.3.2.10 **Refusal of Objectionable Cargo and/or Container and Special Cargo**

- (a) The Port Operator may prohibit the landing of, or refuse to receive any Cargo (including, but not limited to Hazardous Cargo) and/or Container, which in the Port Operator's opinion are detrimental to the safety of the Port Operator, or to other Cargo and/or Container or things within the Port Premises or not in compliance with provision of the Applicable Law.
- (b) Save and except pursuant to any written agreement executed between the Port User and the Port Operator, the Port Operator shall not be bound to accept any Cargo (including break bulk Cargo) and/or Containers which (i) is of high value; or (ii) requires special care; or (iii) is Cargo containing articles set out in **Annexure G** hereto (collectively, "**Special Cargo**"). The Port User shall give the Port Operator not less than **two (2) weeks'** written notice prior to the arrival of the Special Cargo. The Port Operator shall have the right to impose any terms and conditions as it deems fit in the event that the Port Operator (at its sole discretion) decides to accept the Special Cargo. In the event of breach by the Port User, the Port Operator shall have the right to order the Special Cargo to be removed from Port Premises and all cost and expenses for its removal shall be borne by the Port User.
- (c) The Port Operator shall not be liable to any form of losses and damages of whatsoever nature to the Special Cargo including but not limited to all risks attached to the Special Cargo. The Port User shall exercise or provide sufficient security in accordance with the Applicable Law in order to protect and secure the Special Cargo.

4.3.2.11 **Unprotected Cargo and/or Container**

The Port Operator shall not be liable for breakage, loss of contents, damage or complete destruction of Unprotected Cargo and/ or Container.

4.3.2.12 **Acceptance of Cargo and/or Container Not Proof of Acceptance in Good and Undamaged Condition**

- (a) Any acceptance of Cargo and/ or Container by the Port Operator, its employees, agents or representatives shall not constitute as a proof that the

Cargo and/ or Container have been accepted in good and undamaged condition.

- (b) The Port Operator may notify the Port User of any apparent damages or defects found on the Cargo and/or the Container at the time of delivery of the same to the Port User or loading of the same into the Ship. For the avoidance of doubt, the Port User shall have no right to make any form of claim whatsoever against the Port Operator due to its failure to notify the Port User on the apparent damages or defects.

4.3.2.13 **Storage of Cargo and/or Container**

- (a) The Port Operator may accept and provide the Cargo and/ or the Container for storage at the Port's storage area or in any part of the Port Premises including but not limited to the Free Zone Area (collectively, "**Storage Area**") in accordance with and subject always to the Terms and Conditions of Business (or any other applicable contractual provisions, if any) and the Applicable Laws.
- (b) The Port Operator shall have the right to refuse providing storage services in the event that the Port User fails to adhere to the Port Operator's requirement.
- (c) The Cargo and/ or Container shall be stored at the sole risks and expenses of the Port User and the Port Operator shall not be liable to the Port User for any loss, damages, deterioration or destruction of the Cargo and/ or Container.

4.3.2.14 **Disposal of Undeclared or Abandoned Cargo and/or Container by the Free Zone Authority**

- (a) Subject to the provision of this **Clause 4.3.2.14** and without prejudice to the Port Operator's right to charge penalty to the Port User or Container Operator and any other right that the Free Zone Authority may have under the law, the Free Zone Authority shall have the right to dispose of any Cargo and/or Container by way of public auction in the event that:
 - (i) the Cargo and/ or Container remains at the Free Zone Area and has not been declared; or
 - (ii) has been abandoned,

after a period of **four (4) months** from the date the goods are brought into the Free Zone Area, the Free Zone Authority may dispose of the Cargo and/ or the Container by public auction. Procedures as set out in the **Free Zone Regulations 1991** (or any other Applicable Law enforceable at the material time) shall apply for disposal of undeclared or abandoned Cargo and/ or Container.

- (b) Any proceeds of the public auction shall be paid into the Federal Consolidated Fund less all costs and expenses incurred by the Free Zone Authority in carrying out the public auction.
- (c) The Port Operator shall have the right to charge and invoice the Port User for all costs and expenses incurred by the Port Operator for, related to or incidental

to the storage of the undeclared or abandoned Cargo and/or Container until the actual disposal of the same (either by way of public auction or otherwise).

- (d) The Port User or Container Operator shall have the obligation to forthwith return the undeclared or abandoned Cargo and/or the Containers to its origin country at its own costs and expenses in the event that the relevant Authority does not approve for its disposal (either by way public auction or otherwise) to be carried out in Malaysia.

4.3.2.15 **Special Provisions for the Hazardous Cargo or Container**

- (a) The following shall apply to the Hazardous Cargo or Container:
 - (i) The provisions of the International Maritime Dangerous Goods Code (IMDG Code) standards as amended from time to time;
 - (ii) The provisions of the Port Authorities Act 1963;
 - (iii) The provisions of the Johor Port Authority (Tanjung Pelepas) By-Laws 2000;
 - (iv) The provisions of the Federation Port Rules 1953 and any related matters, as set out in the Merchant Shipping Ordinance 1952;
 - (v) The provisions relating to the carriage of goods by road, rail or sea, contained in any statutory instrument or order made pursuant the acts, rules, regulations, by-laws, guidelines, direction, international conventions and recommendations made by the Government of Malaysia or other relevant authorities having power or right to do so, including but not limited to the following:
 - (A) Occupational Safety and Health Act 1994; and
 - (B) Occupational Safety and Health (Classification, Labelling and Safety Data Sheet of Hazardous Chemicals) Regulations 2013; and
 - (C) Atomic Energy Licensing Act 1984; and
 - (D) Environmental Quality Act 1974; and
 - (E) Environmental Quality (Scheduled Wastes) Regulations 2005; and
 - (F) Explosives Act 1957; and
 - (G) Animals Act 1953; and
 - (H) Chemical Weapons Convention Act 2005; and
 - (I) Pesticides Act 1974; and
 - (J) Poisons Act 1952; and
 - (K) Strategic Trade Act 2010, and
 - (vi) Provision of any other laws and international conventions applicable in Malaysia.
- (b) Hazardous Cargo or Container shall not be presented without prior written approval of the Authority. The Port User shall make written application to the Port Operator within the timeline and in accordance with procedures as may be advised by the Port Operator from time to time, before the ETA of the Hazardous Cargo or Container. The written application shall consist of the prescribed forms (statutory or not) stating among others the nature of the goods, International Maritime Organisation Code, Class Number, UN Number (if applicable), the flashpoint (if any), the method of packing, material safety data

sheet, and any other material details which may be required by the Port Operator and the relevant government agencies pertaining to the carriage of Hazardous Cargo or Container.

- (c) The Port User shall be fully liable to the Port Operator for any loss, damage, claim, costs and expenses (including but not limited to any personal injury or death) incurred or sustained by the Port Operator, its employees, agents, representatives and/ or any third party (including their employees, agents and/ or representatives) arising from inaccurate, erroneous, incomplete, absence or omission of information in the application made pursuant to **Clause 4.3.2.15(b)**. The Port Operator shall not be liable for any form of damages or losses to the Hazardous Cargo or Container due to the Port User's failure hereunder.
- (d) The Port Operator shall have the right to reject any Hazardous Cargo or Container if in the opinion of the Port Operator, there is no suitable facility or expertise available to render a safe and proper handling, storage or transportation of the Hazardous Cargo or Container, the Port User shall have no claim or any right of recourse against the Port Operator for its refusal to accept the Hazardous Cargo or Container. For the avoidance of doubt, the Port Operator shall have absolute right to reject any Hazardous Cargo or Container without assigning any reasons therefor.

4.3.2.16 **Special Provisions for the Obnoxious Cargo or Container**

- (a) For the purpose of these Terms and Conditions of Business "Obnoxious Cargo or Container" means any of the following kinds of Cargo or Container which are not included in the category of the Hazardous Cargo or Container:
 - (i) substances which can be cause discomfort to or adversely affect personnel handling them;
 - (ii) substances which will taint or contaminate other Cargo or Container in close proximity;
 - (iii) substances which will damage other Cargo or Container by contact or by shifting e.g. carbon, graphite, white pigments, greases and other 'dirty cargo';
 - (iv) hydroscopic or deliquescent goods or goods in a moist or wet condition such as hides;
 - (v) Cargo liable to infestation by insects, mites, weevils or grubs or any other cause which may require fumigation;
 - (vi) Cargo of liquid or semi-solid nature and goods liable to qualify with a rise in temperature such a reasonably could be foreseen; or
 - (vii) any other Cargo or Container which is likely to adversely affect other Cargo or Container or to present any special difficulties in handling.
- (b) Obnoxious Cargo or Container shall not be permitted into the Port without prior written approval of the Authority. The Port User shall made written application to the Port Operator within the timeline and in accordance with procedures as may be advised by the Port Operator from time to time, before the ETA of the same.

- (c) The Port User shall be fully liable to the Port Operator for any loss, damage, claim, costs and expenses (including but not limited to any personal injury or death) incurred or sustained by the Port Operator, its employees, agents, representatives and/ or any third party (including their employees, agents and/ or representatives) arising from inaccurate, erroneous, incomplete, absence or omission of information in the application made pursuant to **Clause 4.3.2.16(b)**. The Port Operator shall not be liable for any form of damages or losses to the Obnoxious Cargo or Container due to the Port User's failure hereunder.
- (d) The Port Operator shall have the right to reject any Obnoxious Cargo or Container if in the opinion of the Port Operator, there is no suitable facility or expertise available to render safe and proper handling, storage or transportation of the Obnoxious Cargo or Container, the Port User shall have no claim or any right of recourse against the Port Operator for its refusal to accept the Obnoxious Cargo or Container. For the avoidance of doubt, the Port Operator shall have the absolute right to reject any Obnoxious Cargo or Container without assigning any reasons therefor.

PART C COVENANTS BY THE PORT OPERATOR AND PORT USER

5. THE PORT OPERATOR'S OBLIGATIONS

- 5.1 Subject to the provisions of the Term and Conditions of Business, the Port Operator shall use its best endeavours to provide:
 - (i) the Port Services and/or Facilities in a reasonably efficient manner with reasonable care; and
 - (ii) adequate/ sufficient labour and facilities for the provision of the Port Services and/ or Facilities; and
 - (iii) reasonable care and security within the Port Premises; and
 - (iv) sufficient handling area for the provision of the Port Services and/ or Facilities.
- 5.2 Subject to the Applicable Law and the Terms and Conditions of Business, the Port Operator shall allow the Port User to have reasonable access to the Port Premises for the purpose related to the provision of the Port Services and/or Facilities.

6. PORT USER'S OBLIGATIONS

Without prejudice to any other obligations in this Terms and Conditions of Business, the Port User shall have the following obligations throughout the subsistence of the Contract:

- (a) Strict compliance of the Terms and Conditions of Business, Applicable Law, Environmental Law and HSSE Policies.
- (b) To ensure that all export, import and transshipment Cargo and/or Containers presented for shipment by the Port User shall be accompanied with all the necessary documents containing all relevant details/information as required by

the Port Operator, the Free Zone Authority and relevant governmental authorities.

- (c) All Cargo and/or Container shipped by the Port User is in every manner safe and secure, in accordance with the **Clause 6(a)**.
- (d) All Containers shipped by the Port User do not exceed their verified gross mass ("VGM").
- (e) Container and/or Cargo packing and stowage comply with international safety rules, international conventions and regulations and best trade practice.
- (f) Any information given by the Port User to the Port Operator shall be accurate. The Port User shall not hold the Port Operator liable and shall indemnify the Port Operator and keep the Port Operator fully indemnified from any claims, proceedings, losses and damages arising from any inaccurate information provided by the Port User.
- (g) The Port User shall not bring into the Port Premises any Vehicle, equipment or machinery of a weight or size that might exceed the limit set by the Port Operator save and except where prior written approval has been obtained from the Port Operator by the Port User. Notwithstanding the approval, the Port User shall be liable to all loss, damages and repair costs suffered/ incurred by the Port Operator due to the Vehicle, equipment or machinery of a weight or size that might exceed the limit set by the Port Operator.
- (h) The Port User shall ensure that its employees, representatives, contractors, agents and customers comply with **Clause 6(a)**. The Port User shall indemnify and keep the Port Operator fully indemnified against all actions, proceedings and claims whatsoever or howsoever brought against the Port Operator and/or costs and expenses incurred by the Port Operator including but not limited to any loss and damage suffered by the Port Operator arising either directly or indirectly from non-compliance of **Clause 6(a)**.

PART D APPLICATION FOR SERVICES AND FACILITIES

7. APPLICATION THROUGH THE PORT OPERATOR'S WEBSITE

- 7.1 By registering, accessing, browsing, viewing, downloading, generating, receiving or transmitting any data, information or messages to or from the Port Operator's website, the Port User hereby unconditionally accept this Terms and Conditions of Business, without any limitation or qualification.
- 7.2 Unless otherwise agreed in writing by the Port Operator, the Port Operator shall render or provide the Port Services and/ or Facilities in accordance with inter alia the following:
 - (a) The Port Operator shall provide necessary access to the Port User for the purpose of the Applications and the Port User shall not divulge its password to any person, without prior written authorisation by the Port Operator;

- (b) The Port User shall exercise due care and diligence in ensuring that any data entry or input submitted by the Port User in its Applications is complete and accurate and reflects actual status and position of relevant matters for the provision of the Port Services and/ or Facilities;
- (c) Notwithstanding that the Port Operator has provided authorised ID, password, digital signature or any other security measures to the Port User and **Clause 7.2(f)**, the Port User shall be fully responsible for the completeness and accuracy of all information provided in the Applications and keep the Port Operator fully indemnified against any form of losses or damages arising therefrom;
- (d) In the event that the Port User is unable to provide complete and accurate data in accordance with **Clause 7.2(a)** at the time of the Applications, the Port User undertakes to take prompt measures/actions to ensure full compliance of the same;
- (e) The Port User shall use the Applications only for the provision of the Port Services and/ or Facilities;
- (f) The Port Operator shall have absolute right to control, develop, upgrade, update and operate all systems applicable for the Applications in whichever ways the Port Operator deems fit, including but not limited to set standards for messaging performance between the Port Operator and the Port User and to change any information in relation to the Port User. For the avoidance of doubt, the Port Operator's absolute right hereunder may be exercised by the Port Operator at its sole discretion and with or without prior written notice to the Port User;
- (g) All information provided by the Port Operator / obtained by the Port User in the Applications or for the purpose for the Port Services and/ or Facilities shall be regarded/classified as confidential information and the Port User shall be governed by the confidentiality clause of this Terms and Conditions of Business. All information and data provided by the Port Operator to the Port User for the provision of the Port Services and/ or Facilities shall be used solely for the Port User's internal processing systems;
- (h) The Port Operator shall use its best endeavours to provide reasonable security measures in the systems used for the Application. For the avoidance of doubt, the Port Operator shall not be liable at law and in equity for any inaccuracies of information supplied, loss of data, inability to access the Applications, or viruses attack arising from the use of the Applications;
- (i) The Port User shall comply with any software standards that the Port Operator may impose from time to time, and shall at his own cost, provide the hardware and software necessary for the transmission and receipt of information; and
- (j) The Port User shall indemnify and keep the Port Operator fully indemnified against any form of losses and damages arising from breach of this clause.

- 7.3 Notwithstanding **Clause 7.2(f)**, the Port User shall have obligations to enquire or seek clarification from the Port Operator in the event of doubt, inability to access the Applications, receive auto or non-auto generated email from the Port Operator for whatsoever reasons, inconsistency or inaccuracy of information discovered in the Applications and to adopt or exercise reasonable security measures while using the Applications.
- 7.4 The Port User shall indemnify and keep the Port Operator fully indemnified against all actions, claims, proceedings, costs or damages whatsoever arising from non-compliance of this Clause by the Port User including its employees, representatives, agents and authorised third party.
- 7.5 Intellectual Property
- (a) Except as expressly licensed under separate written agreement with the Port Operator, each Port User shall retain any and all title, right and interests it may have in its trademarks, copyrights and other intellectual property rights recognised under and in accordance with the laws of Malaysia or any other jurisdiction.
 - (b) The Port Operator shall own all intellectual property rights in relation to the system in the Applications including all rights in relation to trade secrets, patents, copyrights, trademarks, and know-how, as well as moral rights and similar rights of any type/ nature recognized under the laws of Malaysia or any other jurisdiction.
 - (c) The Port Operator shall have proprietary rights over any data created as a result of or derived from operating the system in the Applications. Pursuant thereto, the Port Operator shall have the right to use such data without the Port User's prior written consent/ authorisation.
- 7.6 Copyright
- (a) The Applications or the Port Operator's website including but not limited to all contents appearing or uploaded in the Applications or the Port Operator's website in whichever form, whether textual or graphical shall belong solely to the Port Operator and shall be dealt with in accordance with the laws of Malaysia and with the Port Operator's prior written consent/ authorisation.
 - (b) Publication or citation of any content in the Applications or the Port Operator's website without the Port Operator's written consent/ authorisation is prohibited. The Port User shall indemnify and keep the Port Operator fully indemnified against all actions, claims, proceedings, costs or damages of whatsoever nature arising from non-compliance by the Port User including its employees, representatives, agents and authorised third party.
 - (c) The Applications may contain other proprietary notices and copyright information, the terms of which must be observed and followed by the Port User. The Port Operator neither warrants nor represents that the Port User's use of material displayed at the Application or the Port Operator's website will not infringe third parties' copyright.

- (d) The Port User shall defend, indemnify and hold the Port Operator harmless against any and all claims, costs and demands whatsoever and by whomsoever made, following any action performed; or as a result of any action by a third party having gained access to the identification and password of the Port User.

7.7 Claims of Copyright Infringement

- (a) The Port Operator respects and recognises intellectual property rights of others and advises/ expects the same from the Port User and any other third-party user. In the event that the Port User or any other third-party user believe that infringement has occurred, he may notify the Port Operator by providing:
 - (i) All relevant information on the alleged infringement; and
 - (ii) All relevant contact information such as address, telephone number and e-mail address; and
 - (iii) A signed statement that all information provided to the Port Operator for the alleged infringement is accurate and that that the Port User and/or any other third party user believes, in good faith, that the use of the material has not been authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that the Port User is the copyright owner or is authorized to act on the copyright owner's behalf in this situation.
- (b) The Port User and/or any other third party user shall defend, indemnify and hold the Port Operator harmless against any and all claims, costs and demands whatsoever and by whomsoever made, following any action performed; or as a result of any action taken from the foregoing allegations.

8. EXECUTION OF THE MEMORANDUM OF ACCEPTANCE

- 8.1 Notwithstanding the foregoing, the Port User shall execute the Memorandum of Acceptance either prior to the provision of Port Services and/or Facilities or immediately upon receipt of a written notice from the Port Operator, failing which the Port Operator shall have right to refuse or stop the Port Services and/ or Facilities.

9. APPLICATION THROUGH OPENING THE LEDGER ACCOUNT

9.1 Opening the Ledger Account

- (a) The Port User shall open and maintain a ledger with the Port Operator throughout the Port Services and/ or Facilities ("**Ledger Account**"). The Ledger Account shall serve as accounting records in respect of charges incurred by the Port User relating to the Port Services and/or Facilities.
- (b) The Port User shall provide Security Deposit (as hereinafter defined) in accordance with **Clause 10.4** together with its application to open the Ledger Account in accordance with **Clause 9.1(a)**.

- 9.2 Procedures to open the Ledger Account shall be as advised by the Port Operator to the Port User from time to time.

**PART E
PORT DUES AND CHARGES**

10. DUES AND CHARGES FOR THE PORT SERVICES AND/ OR FACILITIES

10.1 Port Dues and Charges

- (a) In consideration of the provision of the Port Services and/ or Facilities, the Port User (hereinafter referred as “**Ledger Account Holder**”) shall pay all port dues and charges in accordance with the Rates or Tariff as set out in **Annexure A** and/ or the Applicable Law enforceable at the time when the Port Services and/ or Facilities are rendered or provided and/ or on mutual agreement between the Port Operator and the Port User (if any). For the avoidance of doubt, the Port Operator shall have the absolute right to revise the Rates or Tariff at any time it deems fit.
- (b) The Port Operator shall issue an invoice to the Ledger Account Holder (“**Invoice**”) for:
- (i) all dues and charges for the Port Services and/or Facilities; and
 - (ii) any other additional costs and/or expenses incurred by the Port Operator for the Port Services and/or Facilities in compliance with the relevant authority requirement including but not limited to movement, treatment, removal or destruction of Hazardous Cargo; infested, contaminated or condemned goods; or the treatment of the Port Premises as a result of any infestation or contamination arising from such goods; and
 - (iii) all utilities charges for supply of utilities to the Ledger Account Holder including but not limited to fresh water supplied from the main pipes to the supply points at the Port Premises to the Ledger Account Holder’s premises and/ or to vessels. The Ledger Account Holder acknowledges and agrees that the utilities are provided by the utilities provider licensed by the government of Malaysia and the Port Operator shall not be liable for any form of shortages, non-supply, unavailability, deficiency or contamination; and
 - (iv) all costs and expenses arising from breach of/ failure to observe this Terms and Conditions of Business or the Applicable Law; and
 - (v) all administrative charges in relation to the Ledger Account.
- (c) The Ledger Account Holder shall pay the Invoice in accordance with **Clause 10.2** or **Clause 10.3**.
- (d) The Port User acknowledges that the Port Operator is using the Applications to issue the Invoice and the Port User shall have the obligation to check the

Invoice through the Applications on regular basis. The Port Operator shall have no obligation to notify the Port User that the Invoice has been issued to them through the Applications or otherwise.

- (e) The Port Operator shall have the right to impose late payment interest of **two per centum (2%)** per month in the event that the Ledger Account Holder fails to make payment to the Port Operator in accordance with **Clause 10.2** and/or **Clause 10.3**. the Port Operator shall have the right to revise the late payment interest as and when it deems fit.
- (f) All payment made by the Ledger Account Holder hereunder shall be made in:
 - (i) Ringgit Malaysia (RM); and
 - (ii) Accordance with **Clause 10.2** and **Clause 10.3**.
- (g) If due date for any payment does not fall on the Business Day, then such payment(s) shall be made on the day preceding the Business Day.
- (h) All payment shall be made in full in accordance with the amount invoiced by the Port Operator. The Ledger Account Holder shall not be entitled to deduct, set-off or withhold any amount due to the Port Operator. The Ledger Account Holder shall make full payment of the amount invoiced by the Port Operator notwithstanding that it has been compelled by law or otherwise to make such deductions, set-off or withholding for the purpose of any taxes, levies, imports, duties, charges or fees.
- (i) The Ledger Account Holder shall be liable to pay all taxes, levies, imports, duties, charges or fees charged by the relevant governmental agencies for the Port Services and/ or Facilities. The Ledger Account Holder shall indemnify and keep the Port Operator fully indemnified against any claim, demand, costs, charges, expenses, losses or liabilities arising from the same.
- (j) The Port Operator and the Ledger Account Holder agree that the Invoice or any other financial records or statements of account maintained by the Port Operator shall be conclusive evidence of the amount due and payable to the Port Operator for the Port Services and/or Facilities.

Overcharge

- (k) In the event that the Ledger Account Holder disputes the item and/or the amount charged in the Invoice, the Ledger Account Holder shall:
 - (i) pay the full amount invoiced by the Port Operator accordance with **Clause 10.2** or **Clause 10.3** (whichever is applicable); and
 - (ii) submit an appeal to the Port Operator with details of disputed item and/ or amount and documents to evidence the overcharge,

within **thirty (30) days** from the date of the Invoice. Thereafter, the Port Operator shall review the appeal and revert with its finding within **thirty (30)**

days from the date of receipt of full payment of the amount invoiced. In the event that the Port Operator is fully satisfied that an overcharge has occurred, the Port Operator shall refund the differential amount between the amount invoiced and the amount truly owing within **thirty (30) days** from the date of written notice to the Ledger Account Holder on the Port Operator's decision. For the avoidance of doubt, the Port Operator's decision shall be final and conclusive and shall not be subject to further negotiations or appeal.

Undercharge

- (l) Notwithstanding anything contained in this Terms and Conditions of Business, the Port Operator shall have the right and shall retain the right to demand, invoice and collect any amount due to the Port Operator for the Port Services and/ or Facilities within **six (6) years** to be calculated from the date the right to demand for the same accrues.

Payment by way of bank transfer or cash deposit

- (m) The Ledger Account Holder shall transfer or bank in and the Port Operator is to receive the amount invoiced by the Port Operator in the Invoice at least on or before 2.00 p.m. prior to the invoiced amount becomes due and payable.

Payment by Local Cheque (via Banker's Cheque)

- (n) Subject to the Port Operator's prior written consent for payment to be made via banker's cheque, the Ledger Account Holder may make payment of the invoiced amount via banker's cheque in accordance with the following:
 - (i) in accordance with **Clause 10.2** and **Clause 10.3**; and
 - (ii) in accordance with conditions imposed by the Port Operator in its written consent to the Ledger Account Holder, including but not limited to the following:
 - (A) the banker's cheque shall be deposited to the Port Operator not later than 2.00 p.m. at least **one (1) business day** before the invoiced amount becomes due and payable; and
 - (B) banker's cheque shall be dated at least **one (1) Business Day** before the invoiced amount becomes due and payable; and
 - (C) the invoiced amount shall be considered as due and payable until the banker's cheque has received the necessary clearance from the relevant bank.

10.2 Ledger Account Holders Without Credit Period for Cash Customer

- (a) The Ledger Account Holder shall be considered as a cash customer in the event that the same does not obtain any approved credit period from the Port Operator as at the date of the Invoice ("**Cash Customer**").
- (b) The Cash Customer shall provide the Security Deposit in accordance with **Clause 10.4**.

- (c) Upon completion of the Port Services and/or Facilities and issuance of the Invoice, the Cash Customer shall make payment in accordance with the following: -
 - (i) the Cash Customer shall make payment to the Port Operator for the difference between the Security Deposit and the amount stated in the Invoice ("**Differential Amount**") within **thirty (30) days** from the date of the Invoice, failing which the Port Operator shall have the right to impose late payment interest of **two per centum (2%)** per month to be calculated from the date the Differential Amount becomes due and payable until full settlement of the same. For the avoidance of doubt, all payment shall be made not later than **2.00 p.m., one (1) day** before the invoiced amount becomes due and payable, failing which the Port Operator shall have the right to impose the late payment interest; and
 - (ii) In the event that the amount stated in the Invoice is less than the Security Deposit ("**Balance**"), the Cash Customer shall inform the Port Operator to either retain the Balance to be utilised for any future transactions with the Port Operator or to refund the Balance to the Cash Customer. In the event that the Cash Customer requires the Port Operator to refund the Balance, the Port Operator shall refund the same within **thirty (30) days** from the date of receipt of the written request from the Cash Customer.

10.3 **Ledger Account Holders with Credit Period for Credit Customer**

- (a) The Ledger Account Holder shall be considered as a credit customer in the event that the same has obtained approved credit period from the Port Operator as at the date of the Invoice ("**Credit Customer**").
- (b) The Credit Customer shall provide the Security Deposit in accordance with **Clause 10.4.**
- (c) Upon completion of the Port Services and/or Facilities and issuance of the Invoice, the Credit Customer shall make payment in accordance with the following:
 - (i) The Credit Customer shall pay to the Port Operator the amount(s) specified in the Invoice within the approved credit period granted by the Port Operator, failing which the Port Operator shall have the right to impose late payment interest of **two per centum (2%)** per month to be calculated from the date the amount stated in the Invoice becomes due and payable until full settlement of the same. For the avoidance of doubt, all payment shall be made not later than **2.00 p.m., one (1) day** before the invoiced amounts becomes due and payable, failing which the Port Operator shall have the right to impose the late payment interest.
 - (ii) In the event that the Credit Customer fails to pay in full any amount due to the Port Operator in accordance with the term of this Clause, the Port Operator shall have the right to:

- (A) revoke the approved Credit Period. Thereafter, Credit Customer status will be changed to Cash Customer and **Clause 10.2** shall apply; and
- (B) forfeit the Security Deposit for the payment of the outstanding sum due and payable to the Port Operator; and
- (C) demand for upfront payment as security from the Credit Customer.

10.4 **Security Deposit**

- (a) Pursuant to **Clause 9.1(b)**, the Ledger Account Holder shall:
 - (i) **For Cash Customer**: pay the Security Deposit, concurrently with its application to open the Ledger Account in accordance with **Clause 9.1** prior to the provision of Port Services and/ or Facilities. The amount of the Security Deposit to be paid by the Cash Customer shall be as follows:
 - A. Forwarding agent: shall not be less than RM20,000.00
 - B. Shipping agent and shipping lines: shall not be less than RM50,000.00
 - C. Forwarding & Shipping agent/ shipping lines: shall not be less than RM70,000.00
 - (ii) **For the Credit Customer**: deposit or pay the Security Deposit in the form of (A) unconditional and irrevocable bank guarantee in accordance with the form as set out in **Annexure F** or any other format acceptable by the Port Operator; or (B) cash collateral, concurrently with its application to open the Ledger Account in accordance with **Clause 9.1** prior to the Port Services and/ or Facilities. The amount of the Security Deposit to be paid by the Credit Customer shall be as follows:
 - A. Forwarding agent: shall not be less than RM20,000.00
 - B. Shipping agent and shipping lines: shall not be less than RM50,000.00
 - C. Forwarding & Shipping agent/ shipping lines: shall not be less than RM70,000.00
- (b) Notwithstanding the foregoing, the Port Operator shall have the right to demand and collect additional security deposit from the Ledger Account Holder without assigning any reason thereto. The Ledger Account Holder shall deposit to the Port Operator the additional security deposit in accordance with the Port Operator's written notice, failing which the Port Operator shall have the right to take any action as it deems fit including but not limited to forfeit the Security Deposit furnished in accordance with the foregoing **Clause 10.4(a)**.
- (c) Subject to no breach or default by the Ledger Account Holder, the Port Operator shall return the Security Deposit to the Ledger Account Holder within **thirty (30)** days from the completion of the Port Services and/ or Facilities.
- (d) Subject to prior written notice to the Ledger Account Holder and without prejudice to the Port Operator's right at law and in equity, the Port Operator shall have the right to utilise, set-off or forfeit the Security Deposit for the

purpose of full settlement of any amount due and payable to the Port Operator under this Terms and Conditions of Business. Thereafter, the Ledger Account Holder shall top up the Security Deposit to its original sum or to the increased sum in the event that the Port Operator invokes its right in **Clause 10.4(b)**.

10.5 **Suspension of Ledger Account**

- (a) Subject to prior written notice to the Ledger Account Holder and without prejudice to the Port Operator's right at law and in equity, the Port Operator shall have the right to suspend the Ledger Account for a period to be solely determined by the Port Operator and deny the Port User's access to the Applications in the event that the Ledger Account Holder fails to settle any outstanding amount due and payable under and in accordance with this Terms and Conditions of Business or fulfil its obligation in accordance with **Clause 10.4(b)**.
- (b) The Port Operator shall revoke the suspension within **seven (7)** days upon (i) receipt of full settlement from the Ledger Account Holder of the outstanding amount due and payable to the Port Operator; and (ii) the Ledger Account Holder fulfilling its obligation in **Clause 10.4(b)**.
- (c) The Port Operator shall have the right to suspend the Port Services and/ or Facilities until the Ledger Account Holder has complied with its obligations in **Clause 10.5(b)**.
- (d) Notwithstanding **Clause 10.5(a)** hereof, the suspension of the Ledger Account shall not have any effect on the enforceability and validity of this Terms and Conditions of Business.

10.6 **Cessation of the Ledger Account**

- (a) In the event that the Ledger Account Holder fails to remedy its breach/ default in accordance with any of the Port Operator's written notice, the Port Operator shall have the right to cease the operation of the Ledger Account and stop the provision of all Port Services and/ or Facilities. Thereafter, all outstanding amount including but not limited to the late payment interest shall forthwith become due and payable.
- (b) The Port Operator shall serve notice of demand to the Ledger Account Holder at any time after the cessation of the Ledger Account and the Ledger Account Holder shall forthwith pay all amount demanded by the Port Operator in the notice of demand within a period stated in the notice of demand, failing which the Port Operator shall have the right to impose/ demand for penalty interest of **two per centum (2%) per month** from the total amount due and to be calculated from the expiry of the notice of demand.

10.7 **Indemnity**

Without prejudice to the Port Operator's right at law and in equity, the Ledger Account Holder shall at all times:

- (a) indemnify and keep the Port Operator fully indemnified against all costs, charges, liabilities, losses or expenses which the Port Operator may sustain or incur arising from the Ledger Account Holder's failure to make full payment of the invoiced amount including but not limited to any other amount demanded by the Port Operator pursuant to the provision of this Terms and Conditions of Business.
- (b) save harmless and keep the Port Operator fully indemnified against all actions, proceedings, claims, demands, penalties, costs and expenses which may be brought or made against or incurred by the Port Operator arising from the Ledger Account Holder's failure to make full payment of the invoiced amount including but not limited to any other amount demanded by the Port Operator pursuant to the provision of this Terms and Conditions of Business.

10.8 **Remedy for Non-Payment**

10.8.1 Default

- (a) Notwithstanding the period for payment stipulated in this Clause:
 - (i) if legal proceedings shall be commenced by any person for the bankruptcy, liquidation or winding up of the Port User in any jurisdiction;
 - (ii) if the Port User shall make any offer of composition to its creditors in any jurisdiction;
 - (iii) if any order of distress or attachment or similar order shall be made against any property of the Port User (including Cargo or Container or Ship) in any jurisdiction; or
 - (iv) if the Port User shall fail to perform or observe any of the stipulation under this Terms and Conditions of Business,
 then, all sum or money due and owing by the Port User towards the Port Operator shall forthwith become due and payable.
- (b) If due to any reason whatsoever (except default by the Port Operator) the Port User shall not make any payment on or before the due date for payment, the Port Operator shall be entitled to engage the services of any person to recover such sum from the Port User, in which event the Port User shall be liable for all costs and expenses incurred by the Port Operator for such services including but not limited to legal and other related costs.

10.9 **Actions by PTP**

10.9.1 In addition to the Port Operator's rights to impose late payment interest in accordance with the foregoing **Clause 10.2(c)(i)**, **Clause 10.3(c)(i)** and **Clause 10.6(b)** and without prejudice to any other rights that the Port Operator may have at law and in equity, the Port Operator shall have the right to take any of the following actions against the Port User in the event that the Port User fails to pay all outstanding amount due and payable to the Port Operator in accordance with the Terms and Conditions of Business.

- (a) **The Port Operator's Right of Lien and Retention**

- (i) The Port Operator shall have the right of lien and retention over all property (including any Cargo and Containers) and all sums (including any sums collected by the Port Operator from third parties on behalf of the Ledger Account Holder), and all documents which the Port Operator shall subsequently or thereafter hold on behalf of or for the Ledger Account Holder, or which is currently or thereafter due to the Ledger Account Holder, to secure the payment of all amount due and payable by the Ledger Account Holder to the Port Operator, for the discharge of all liabilities of the Ledger Account Holder to the Port Operator under the Contract or by law and/or pursuant to this Terms and Conditions of Business.
- (ii) In exercising the Port Operator's right of lien and retention, the Port Operator shall be entitled to seize and detain such property, sums and documents, until all outstanding amount due and payable by the Ledger Account Holder to the Port Operator has been fully paid.
- (iii) The Port Operator's lien shall have priority over all other liens and claims in respect of such property, sums and documents.

(b) The Port Operator's Power to Distrain

- (i) The Port Operator shall have the right to distrain the Ledger Account Holder's property, Cargo and Container and arrest the Ship until full payment of all outstanding amount due and payable by the Ledger Account Holder.
- (ii) In the event that the Ledger Account Holder fails to pay all outstanding sum due and payable to the Port Operator within **fourteen (14)** days from the date the Port Operator exercise its right under this Clause, the Port Operator shall have the right to sell the Ledger Account Holder's property, Cargo, Container and/ or Ship and the sale proceeds shall be used by the Port Operator to set-off all amount due and payable to the Port Operator by the Ledger Account Holder without any need to serve further notice. For the avoidance of doubt, the Ledger Account Holder shall bear all costs and expenses incurred by the Port Operator in exercising its right under this Clause.

(c) The Port Operator's Right to Take Possession

- (i) The Port Operator shall have the right to take possession of all the Ledger Account Holder's assets, goods and properties in the event that the Ledger Account Holder fails to settle all of the outstanding amount due and payable to the Port Operator.
- (ii) the Port Operator shall release all the Ledger Account Holder's assets, goods and properties retained in accordance with **Clause 10.9.11** upon full settlement of the outstanding amount due and payable to the Port Operator.

- (iii) In the event that the Ledger Account Holder fails to settle all of the outstanding amount due and payable to the Port Operator in accordance with the Port Operator's notice of demand, the Port Operator shall have the right to sell such assets, goods and property and the sale proceeds shall be used by the Port Operator to set-off all amount due and payable to the Port Operator by the Ledger Account Holder. For the avoidance of doubt, the Ledger Account Holder shall bear all costs and expenses incurred by the Port Operator in enforcing its rights under this Clause.

10.10 **Assignment**

The Ledger Account Holder shall not transfer or assign its rights or interest in the Ledger Account without the prior written consent of the Port Operator. All undertakings, agreements, representations and warranties given, made or entered into by the Ledger Account Holder shall survive any assignments hereunder and the Ledger Account Holder shall continue to remain liable to the Port Operator.

10.11 **Costs and Expenses**

The Ledger Account Holder shall be liable to pay:

- (a) all fees, costs and expenses in connection with or incidental to the Ledger Account; and
- (b) any other costs and expenses incurred by the Port Operator arising from the Ledger Account Holder's default/ breach including but not limited to the Port Operator's solicitors' fees.

PART F LIMITATION AND EXCLUSION OF LIABILITY

11. **LIMITATION OF LIABILITY**

11.1 Unless otherwise stated herein, the Port Operator shall not be liable to any form of indirect or consequential losses, damages, costs, expenses, injury or death of whatsoever nature or kind, and however sustained by the Port User or occasioned to any Cargo, Container, Ship or property of the Port User or its employees, representatives, agents, visitors or any other third party unless such losses or damages is proven to be solely and directly attributable to the Port Operator's negligence.

11.2 Notwithstanding anything to the contrary, the Port Operator shall only compensate the Port User for such physical and/ or direct loss or damage as hereinafter specified on sufficient and conclusive PROOF THAT such direct physical loss/ damage was caused by the want of reasonable care by the Port Operator PROVIDED ALWAYS such compensation or liability, if so made, shall in no case exceed the financial limit set out hereunder:

11.3 **Insurance**

Save and except otherwise agreed between the Port Operator and the Port User, the Port User shall obtain and maintain sufficient insurance coverage for the Cargo

and/or the Containers, the Ship, the Vehicle and any other type of property (whether moveable or immovable) for as long as the same remains within the Port Area. Any person who are legally entitled to claim against the Port Operator shall exercise its rights (which shall include but not limited to subrogation rights) in accordance with this Terms and Conditions of Business.

11.4 **Physical Loss or Damage to the Container**

- (a) Actual and direct physical loss or damages shall be calculated as follows:
 - (i) The Port Operator shall have the right to choose between repair cost and depreciated value (whichever is the lowest); and
 - (ii) The Port Operator shall be entitled to make further deduction to the salvage cost in determining the depreciated value. In the event that the Port User fails to provide salvage rate to the Port Operator in order to determine the salvage cost, the salvage rate of **RM0.50** per kilogram shall apply. For the avoidance of doubt and notwithstanding the Port Operator's right to make further deduction to the salvage cost, the Port User shall have the obligation to salvage the damaged Container at its own cost and expense.
- (b) Notwithstanding **Clause 11.4(a)**, the Port Operator's liability in relation to the Container shall not exceed the following:
 - (i) **Ringgit Malaysia Four Thousand (RM4,000.00)** for any type of 20' Container or less;
 - (ii) **Ringgit Malaysia Seven Thousand Five Hundred (RM7,500.00)** for any other type of Container of more than 20';
 - (iii) **Ringgit Malaysia Forty-Five Thousand (RM45,000.00)** for any reefer Container and ISO tank of 20' or less; and
 - (iv) **Ringgit Malaysia Sixty Thousand (RM60,000.00)** for any reefer Container and ISO tank of more than 20'.

11.5 **Physical Loss or Damage to the Cargo**

- (a) PTP shall have the right to limit its liability within the Port User's bill lading or such other contract of carriage. In the absence of bill of lading, the Port Operator's liability shall be limited to **twenty-five per centum (25%)** of the value of the Cargo as declared in the commercial invoice.
- (b) Notwithstanding **Clause 11.5(a)**, the Port Operator's liability in relation to the Cargo shall not exceed the following:
 - (i) **Ringgit Malaysia Fifty-Five Thousand (RM55,000.00)** for any type of 20' Container or less;

- (ii) **Ringgit Malaysia Eighty Thousand (RM80,000.00)** for any other type of Container of more than 20’;
 - (iii) **Ringgit Malaysia One Hundred Fifty Thousand (RM150,000.00)** for any reefer Container and ISO tank of 20’ or less; and
 - (iv) **Ringgit Malaysia Three Hundred Thousand (RM300,000.00)** for any reefer Container and ISO tank of more than 20’.
- (c) Notwithstanding anything herein contained, the Port Operator shall not be liable for any form of losses or damages where the value of such losses or damages is less than **Ringgit Malaysia Three Thousand (RM3,000.00)**.

11.6 **Physical Loss or Damage to the Port User’s Property**

In the event of any other form of losses or damages to the Ship, Vehicle and any other type of property (whether moveable or immovable) which is solely attributable to the Port Operator’s negligence, upon sufficient and conclusive proof that such losses or damages was solely and directly caused by the Port Operator, the Port Operator shall be liable to pay the depreciated value or reasonable cost of repair of the Ship, Vehicle and any other type of property (whether moveable or immovable) at the time of the accident or when the alleged losses or damages occurs.

11.7 **Death or Injury**

The Port Operator shall pay an amount agreed between the Port Operator and the victim or its family/ relative or the sum ordered by the courts of Malaysia under a sealed judgment of the court (if the matter has been referred to the courts of Malaysia).

11.8 The foregoing limitation of liability shall relate to the whole of any losses or damages which may arise upon any one distinct occasion, although such losses or damages 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 contained in such written law.

11.9 Where more than one person has sustained loss and damage upon any one occasion for which the Port Operator is liable and the aggregate amount of such loss or damage exceeds the amount to which the Port Operator is liable by virtue of the limitation as herein contained, the liability of the Port Operator to each such person shall abate proportionately.

11.10 Notwithstanding anything herein contained, the Port Operator shall not be liable for any physical and /or direct loss or damage suffered by the Port User or any person unless such physical and/ or direct loss or damage is sufficiently and conclusively proven to be caused by the want of reasonable care on the part of the Port Operator.

11.11 **Liability on Receipt and Delivery of Cargo and/ or Containers**

- (a) Without prejudice to the general exclusions of liability outlined above, the Port Operator shall bear no liability whatsoever for any loss or damage to the Cargo,

Containers or Ships including but not limited to its material and equipment howsoever caused, in the following situation:

- (i) After the Cargo, Containers or Ship's material and equipment have passed over the ship's rail, or if applicable, on the ship's ramp during loading;
 - (ii) Before the Cargo, Containers or Ship's material and equipment have been landed, or if applicable, landed on the ship's ramp during discharging;
 - (iii) After the Cargo or Container has been delivered to the Port User or its agent. "Delivered" means that the Cargoes and/or Containers have been loaded on the Port User's or its agent's vehicle in the Port;
 - (iv) Before the Cargo and/or Containers have been received by the Port Operator. "Received" means where the Cargo and/or Container has been off-loaded from the Port User's or its agent's vehicles in the Port; and
 - (v) In respect of Cargo stuffed into Containers at the warehouse, when the Cargo has been stuffed into the Container, and the Port User issues a "clean" container packing list.
- (b) In the case of refrigerated Containers packed by or on behalf of the Port User, the Port User undertakes that the Cargo has been properly stowed in the Container, and that the thermostatic controls have been adequately set, before the Port Operator receives the Container.
- I The Port Operator shall not be responsible for the consequences of Cargo presented at a higher temperature than that required for storage at the Port and transported through the Port. If the above requirements are not complied with, the Port Operator shall not be liable for any loss of or damage to or deterioration of the Cargo, howsoever arising.
- (d) The Port Operator shall not be liable for failing to note and take cognizance of any damage to any Cargo and/ or Container upon their discharge, receipt or handling.
- (e) The Port Operator shall not be liable for any inherent loss and damage of the contents of the Cargo or Containers, subsequent loss, damage and deterioration of the contents or Cargo while in the custody of the Port Operator.
- (f) Receipts, either by endorsement on, or issuance by the Port Operator, of documents accompanying the transfer of Cargo and/or Containers from the Port User to the Port, shall relate only to the outward appearance of the Container, and shall not be construed as relating to the contents or state of the contents of the Container.
- (g) The Port Operator shall not be liable for the loss of and/or damage to the Cargo and/or Containers, or any form of loss, damage and deterioration of the contents of the Container and/or Cargo, whilst in the Port Operator's custody.

- (h) The Port Operator shall not be responsible for failing to notify to Port User of any damage to Container or its contents or to any other Cargo upon discharge from Ship or Gate in receipt or handling.

11.12 When Liability Attaches To More Than One Party

Where liability attaches to more than one party, which can be deemed as the “Port User”, such liability shall be joint and several, and may be enforced against any one or more party.

11.13 The Port Operator’s Employees and Agents

Without prejudice to the foregoing, every employee and agents of the Port Operator shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In agreement and acknowledgement of this Terms and Conditions of Business, the Port Operator, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for its employees and agents.

11.14 Claims

- (a) The Port User shall notify in writing and obtain written acknowledgement from the Port Operator for any disputes and discrepancies on the condition, markings and quantities of Cargo and/or Containers at the points of delivery to the Port User, whether by land or by sea.
- (b) The Port User acknowledges and agrees to comply with the Port Operator’s claim procedures in respect of any claim for loss, damage, costs, expenses, death or injury suffered due to the Port Operator direct negligence (“Claim”), failing which all claims made against the Port Operator shall be considered as null and void at law and in equity. The Port Operator’s claim procedures are as follows:
 - (i) The Port User shall submit written notification of the Claim within **seventy-two (72) hours** from the date of its occurrence; and
 - (ii) The Port User shall submit supporting documents in respect of the Claim within **fourteen (14) days** from the date of written notification in **Clause 11.14(b)(i)**; and
 - (iii) The Port User shall submit full details of the Claim within **six (6) months** from the date of written notification in **Clause 11.14(b)(i)**. The Port User shall apply for extension of time from the Port Operator in the event that it requires additional time to submit full details of the Claim and the Port Operator shall have full discretion to grant the extension of time based on the merit of each application. The Port Operator shall have the right to demand for supporting documents to be provided by the Port User for the application; and

- (iv) The Port User's Claim shall only be considered as complete upon submission of all documents referred to in **Clause 11.14(b)(i)(ii) and (iii)**, within the given contractual timeline as set out in **Clause 11.14(b)(i)(ii) and (iii)** ("Complete Submission").
- (c) The Port User agrees to make Complete Submission of the Claim within **twelve (12) months** from the date of its occurrence, failing which no Claim shall be made or brought against the Port Operator and such Claim shall be time barred. The Port User further agrees to relinquish all of its rights at law and in equity to commence any action against the Port Operator and to claim any form of losses and damages after the expiry of said **twelve (12) months** period.

11.15 Joint Inspection and/ or Joint Assessment of Losses or Damages

- (a) Upon receipt of the claims from the Port User, the Port Operator and the Port User shall jointly agree on a joint inspection and/or joint assessment on the losses and damages to the Cargo, Containers or Ship's material and equipment.
- (b) Cargo, Containers or Ship's material and equipment related to the Claims shall not be removed or tampered by the Port User prior to the joint inspection and/ or joint assessment.
- (c) All information in relation to the Claim including but not limited to information in relation to the joint inspection and/ or joint assessment shall remain confidential at all times and shall not be disclosed to any other party prior to written consent of both parties.

11.16 Indemnity

- (a) The Port User undertakes that no claim shall be made against any employee or agent of the Port Operator which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Cargo, Containers or Vehicle and if any such claim should nevertheless be made, to indemnify the Port Operator against all consequences thereof.
- (b) The Port User shall defend, indemnify and hold harmless, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Port Operator under this Terms and Conditions of Business, and without prejudice to the generality of this paragraph, this indemnity shall cover all claims, costs and demands arising from or in connection with the negligence of the Port Operator, its employees and agents.
- (c) The Port User agrees that the Port Operator shall be solely liable to the Port User in relation to the Port Services and/ or Facilities. The Port User shall-
 - (i) defend, indemnify and hold the Port Operator harmless against all actions, claims, proceedings and demands made against the Port Operator; and
 - (ii) all costs, liabilities, losses, damages, expenses incurred by the Port Operator directly or indirectly,

arising from any action taken by any other party.

11.17 Defences and Limit

The defences and limits of liability provided for in these Terms and Conditions of Business shall apply in any action against the Port Operator for any loss, damages, costs and expenses whether the action be founded in contract or in tort.

12. **EXCLUSION OF LIABILITY FOR THE PORT OPERATOR**

12.1 Except where expressly agreed otherwise between the Port Operator and the Port User, and notwithstanding anything to the contrary contained in this Terms and Conditions of Business, the Port Operator shall not in any event be liable to the Port User for matters enumerated in this **Clause 12**.

12.2 The Port Operator is not liable for any claim arising from:

- (a) Force Majeure; or
- (b) Any act of public enemy whether to person or property; or
- (c) Any consequential loss, economic loss, loss of profit, business, goodwill, market performance, whatsoever and howsoever caused; or
- (d) Climatic conditions, whether to person or property; or
- (e) Any third party interference; or
- (f) Any failure to or of the Applications; or
- (g) Any other circumstances the occurrence or extent of which the Port Operator could not reasonably have controlled, foreseen, avoided, prevented or forestalled.

12.3 The Port Operator is not liable for any injury, illness to or death of any person and/ or any saving or attempting to save life or property at sea or on land caused or contributed, but not limited to:

- (a) by Cargo or Container or any inherent vice thereof; or
- (b) by the storage, carriage, handling or other dealings of Cargo or Container by persons other than the Port Operator or its employees, servants or agents or sub-contractors.

12.4 The Port Operator is not liable for any loss or damage to any Ship, property, plant, equipment, Cargo or Container including but not limited to:

- (a) inherent liability due to wastage in bulk weight, latent defects, contamination or inherent defects, vice or natural deterioration of Cargo; or
- (b) any failure or malfunction of insulated (reefer) containers, refrigeration equipment and gaseous refrigerants; or
- (c) spillage, leakage or sullage from any tanks or pipelines; or
- (d) any act or omission of any Port User; or
- (e) any defective or malfunctioning twist locks; or
- (f) any act or omission of the Port Operator in respect of its proposal and the execution of approved plans for the stowage of Cargo or Container on board any Ship, and the sequence of discharging and loading of Cargo or Containers,

and the Ship stability calculations based on the information and approval obtained from the Master or his representative; or

- (g) failure to forward, misforwarding and delay in forwarding or misdelivery, non-delivery or delay in delivery of Cargo or Containers not attributable to the Port Operator; or
- (h) work carried out in the loading and/ or discharging of Containers onto or from a non-purpose built cellular container vessel not attributable to the Port Operator; or
- (i) any latent defects not discoverable by due diligence; or
- (j) delay in connection with the Ship, Cargo or Containers or their delivery; or
- (k) any detention of the Ship, Cargo or Containers; or
- (l) any delays in discharging or loading Containers or other Cargo caused by inclement weather, mechanical failure in any cranes or other equipment; or
- (m) for any breakage, loss of content, damage or complete destruction of unprotected Cargo or Containers not attributable to the Port Operator; or
- (n) the dangerous/ hazardous/ obnoxious nature of such Cargo.

12.5 The Port Operator is not liable for any damage to Containers and its content of the following nature which shall be deemed not to have been caused by the want of reasonable care of the Port Operator, its employees, servants, agents, being damage to:

- (a) roof rails, damage thereto 60 cm (sixty centimetres) away from the Container corner castings in any direction; or
- (b) roof puncture, 60 cm (sixty centimetres) away from the Container corner castings in any direction; or
- (c) door mouldings, cracked or split door mouldings without evidence of physical damage; or
- (d) Container walls, door, floor or roof, bulging or warping, caused by incorrectly loaded or inadequately secured Cargo or by uneven distribution of Cargo; or
- (e) damage of Cargo or Container due to defect in securing/ lashing works or material of Cargo in Container.

12.6 The Port Operator is not liable for any loss or damage to any property or death or injury to persons in premises occupies and facilities controlled by the Port User within the Port Premises.

12.7 The Port Operator is not liable for any loss or damage to any property otherwise than in the circumstances and to the amount not exceeding the limits respectively set out in this Part.

12.8 The Port Operator is not liable for any injury, loss or damage to person life or property resulting from improper or inapplicable or irrelevant input of data by the Port User into the Applications in relation to the business operations undertaken with the Port Operator.

12.9 The Port Operator is not liable for any liability arising from the act of marine traffic control or monitoring of the Ship in the Port.

12.10 The Port Operator is not liable for any liability or responsibility with respect to wreck removal at any navigable passage in the Port.

- 12.11 The Port Operator is not liable for any liability arising from the occurrence of pollution at any navigable passage in the Port, not attributable to the Port Operator.
- 12.12 For the purpose of this Part, Force Majeure includes:
- (a) act of God, act of war, civil war, hostilities, acts of terrorists;
 - (b) fire, lightning or explosion, including any water or chemicals or measures used in extinguishing any fire;
 - (c) vermin, white ants or other rodents, pests and insects;
 - (d) acts or omission of Authority or Government or Semi-Government;
 - (e) any industrial action or any action taken pursuant to such industrial action, including (without prejudice to the generality of the foregoing) strikes, lockouts, stoppage and restraint of labour, combination of scarcity of labour, labour bans, overtime and work bans and limitations, demarcation disputes, go-slow and work to rule.
- 12.13 “Climatic condition” includes:
- (i) storm, typhoons, tornadoes, tidal waves, tempest, flood; and
 - (ii) any rust, damage or deterioration caused by rain, exposure or other action of climatic conditions.
- 12.14 “Third party interference” includes any criminal or tortious acts by persons known or unknown other than the Port Operator or its employees and/ or servants and in respect of the Applications, it shall include unauthorised access, transmission, communication, etc. in any method whatsoever.

PART G

HSSE

13. HEALTH, SAFETY, SECURITY AND ENVIRONMENT

13.1 Strict Compliance of Applicable Law, Environmental Law and HSSE Policies

- (a) The Port User shall comply with the Applicable Law, Environmental Law and HSSE Policies (i) for entry and exit of the Port; and (ii) during its stays throughout the time in the Port and the Port Premises; (iii) during execution of any form of activities or works within the Port/ Port Premises, failing which the Port Operator shall have the rights to take any action as it deems fit and necessary against the Port User.
- (b) The Port Operator shall have absolute right to formulate and lay policies and requirements, whether general or specific, on matters concerning or relating to HSSE.

13.2 Close of Port Premises

The Port Operator shall have the absolute right to close the Port Premises or any part thereof without assigning any reason thereto and deny/refuse the Port User or any person from entering the Port and Port Premises during such period.

13.3 **Entrance**

- (a) The Port Operator's permission to enter the Port and Port Premises shall be evidenced by permanent, temporary or visitor identification pass issued by the Port Operator and the Port User shall display the identification throughout the time in the Port and the Port Premises.
- (b) All Vehicles entering the Port and Port Premises shall have valid annual or temporary vehicle sticker/pass issued by the Port Operator and in compliance with the Port Operator's requirements.
- (c) Approval to enter the Port and the Port Premises shall only be granted to those who has passed the security vetting via E-Vetting and the Port Operator's security requirements.

13.4 **Refusal or Removal**

- (a) The Port Operator shall have the absolute right to deny/refuse entry or exit from the Port and Port Premises by the Port User or any other person without assigning any reason thereto.
- (b) The Port Operator shall have the absolute right to require the Port User or any person who fails to comply with the provisions of this **Part G** to leave and remove its property from the Port and Port Premises.

13.5 **ISPS**

Each Ship intending to call at the Port shall be ISPS code compliant (if applicable), failing which the Port Operator shall not be liable for any consequences arising from the Port User's non-compliance of the same and the Port Operator shall have the right to take any appropriate action including but not limited to the following:

- (a) The Port Operator shall have the right to deny ISPS non-compliant Ship from berthing at the Port; and
- (b) The Port Operator shall have the right to detain the Ship without valid certificate issued pursuant to ISPS; and
- (c) Notwithstanding that the Ship holds a valid international ship security certificate, the Port Operator shall have the right to impose conditions or additional security requirements to the Ship that fails to comply with the ISPS.

13.6 **Ship Crew Clearance**

All Ship's crew shall have clearance/approval from the Malaysian Immigration Department or the Authority before disembarking from the Ship.

13.7 **Permit to Work**

- (a) No works, including hot works, maintenance works, handling, bunkering, radiography, cold works, drilling, blasting, hydro jetting, diving, pressure test, working at height, excavating, confined-space entry, scaffolding, painting,

grinding, operating with battery/ electrical tools, ship-to-ship transfer repair or maintenance works on the Ship or any other works that require safety precautions and procedures, shall be carried out in the Port Premises without a permit from the Port Operator and the Authority.

- (b) All form of the aforementioned works shall comply with procedures set out in **Annexure D**.
- (c) The Port User or any person granted with the permit to work shall adhere to all conditions imposed by the Authority including but not limited to validity period of the permit to work.
- (d) The aforementioned works shall be deemed to be under the sole responsibility, supervision and control of the Port User and the person executing the works and the issuance of permit to work by the Port Operator shall not render the Port Operator answerable and liable for any loss, damage, injury or death caused by the works or by any fault of or omission in the execution of the works by the Port User of any person.

13.8 **Covenant to Observe Environmental Laws**

- (a) The Port User shall comply with the Environmental Law and devise or take precautionary measures for the protection of the Port and Port Premises against:-
 - (i) Polluting Substances; and/or
 - (ii) occurrence of any Environmental Condition;
- (b) The Port User shall not do, omit or allow or suffer to be done or omitted any act or thing whereby:
 - (i) any area within or surrounding the Port and Port Premises; and/or
 - (ii) any area of waters found within; and/ or
 - (iii) any area within or surrounding the Port and Port Premises; and/or
 - (iv) the Port Operator's port water limits; and/or
 - (v) any adjacent land or waters within the jurisdiction of any persons or countries,

will be polluted with the Polluting Substances and/or affected by an Environmental Condition and/or which contravenes any Environmental Law.

- (c) The Port User shall indemnify and keep the Port Operator indemnified at all times against all fines, penalties, charges, claims, liabilities, damages, losses, costs and expenses howsoever arising by reason of the Port User's breach of the provisions of this Clause, including, but not limited to:
 - (i) any claim for personal injury or property damage asserted by any third party against the Port Operator arising from any Environmental Condition or violation of any Environmental Law caused by the Port User ; and/or
 - (ii) any liability sustained or incurred by the Port Operator for the containment, removal, remedy, clean-up or abatement of any contamination arising

from any Environmental Condition or any violation of any Environmental Law caused by the Port User.

- (d) The Port User shall ensure that there shall be no soil, surface water or ground water contamination by the Port User or its agents at or around or from the Port and the Port Premises at any levels or concentrations arising from or in relation to the Port User's activities and that there shall be no governmental notification requiring site investigation or corrective action for non-compliance with Environmental Law by the Port User.
- (e) The Port User shall not introduce Polluting Substances into (or on the surface of) soil or groundwater or surface water at or under the Port and Port Premises including its surrounding area nor to cause the migration of Polluting Substances.
- (f) The Port User shall not:
 - (i) discharge, throw, deposit, permit, or allow the escape of any dirt, ashes, exhaust, steam, oil, water, filth or waste matter, whether liquid or solid, onto the Port and the Port Premises without the prior written permission of the Port Operator; or
 - (ii) cause smoke, soot, ash, grit or oil to be emitted from any Ship at the Port and Port Premises, in such quantity or density as may be deemed, in the Port Operator's sole opinion, to be a nuisance or annoyance.

13.9 Leakage and Spillage at the Port/ Port Premises

- (a) In the event of any discharge, spillage, contamination, uncontrolled loss, seepage or filtration of the Polluting Substances as a result of any conduct of or omission by the Port User or its employees, independent contractors, agents, visitors, licensees and/or workmen or the employees of the Port User's independent contractors or agents:
 - (i) The Port User shall be liable to forthwith take necessary measures to restore the affected area to its original condition at its own cost and expense and in accordance with the Applicable Law and Environmental Law, within a period to be determined by the Port Operator at its sole discretion; and
 - (ii) The Port User and the Port Operator shall conduct joint inspection to ensure that the affected area has been restored to its original condition in accordance with the Applicable Law and Environmental Law. If the result of the joint inspection shows that the Port User has failed to restore the affected area to its original condition in accordance with the Applicable Law and Environmental Law, the Port Operator shall have the right to (i) require the Port User to undertake the cleaning work; or (ii) appoint any third party to undertake the cleaning work, and all costs and expenses arising therefrom shall be borne by the Port User.

- (b) If the Port User fails to undertake any necessary measures to restore the affected area to its original condition in accordance with the Applicable Law and Environmental Law, the Port Operator shall have the right to appoint any third party to undertake any necessary measures and all costs and expenses incurred by the Port Operator shall be fully borne by the Port User.
- (c) Notwithstanding the foregoing clauses, in the event of serious leakage or spillage at the Port/ Port Premises caused by the Port User, the Port Operator shall have the absolute right to undertake any necessary measures to restore the affected area to its original condition without any need to provide prior notice to the Port User, and all costs and expenses arising therefrom shall be fully borne by the Port User.

13.10 **Emergency**

- (a) The Port User shall have its own emergency response procedures and services, including but not limited to the following:
 - (i) emergency response team;
 - (ii) firefighting equipment such as fire extinguishers; hose reels and other related equipment; and
 - (iii) deterrent equipment such as smoke detector and sprinkler valve shall conforms to the Fire Services Act 1988 – Act 341 and Uniform Building by Laws 1984;
- (b) The Port Operator shall have no obligation to respond in any emergency situation. Nevertheless, the Port User may reach out to the Port Police Department at the Port Operator’s emergency hotline 07-5042203 stating the name of caller, contact number, type emergency and its severity in the event that it requires the Port Operator’s assistance. Thereafter, the Port Operator may in response to any call from the Port User act immediately by deploying its security, safety, fire and rescue and ambulance personnel and vehicles to the scene, and when such service is rendered, the Port Operator shall have the right to claim for any loss and/ or damages, costs and expenses including medical expenses that may be incurred by the Port Operator for injury sustained by its personnel or by any third party in the course of responding to such emergency or reacting to any such threatening or endangering situations.
- (c) The Port Operator and its officers, personnel, and employees shall not be liable to any form of claim, liability, loss, injury or damage arising out of or in connection with the emergency services rendered pursuant to **Clause 13.10(b)** and the Port User shall indemnify and keep the Port Operator fully indemnified from any losses and damages arising from such claim.

13.11 **Emergency Training/ Briefing**

The Port Operator may conduct emergency training(s) or briefing(s) and all costs and expenses arising therefrom shall be borne by the Port User.

13.12 **Vehicle**

- (a) The Port User and its visitor who has been issued with valid permit to enter the Port and Port Premises with Vehicle shall only be allowed access into areas that have been assigned by the Port Operator;
- (b) The Port Operator shall have the right to stop any Vehicle and carry out physical inspection at the point of entry into and exit out of the Port Premises;
- (c) The Port User shall comply with all the Applicable Law which includes traffic laws, rules and regulations, by-laws and the Port Operator's guidelines, orders and directions; and
- (d) Port User shall not park its Vehicle at any area in the Port, other than at the designated areas.
- (e) The Port User shall indemnify and keep the Port Operator fully indemnified against all actions, proceedings and claims whatsoever brought against the Port Operator and/ or costs and expenses incurred by the Port Operator which arise directly or indirectly from the actions or omissions of the Port User (including but not limited to its visitors) causing or relating to any of the following matters:
 - (i) Loss of life or personal injury to any person;
 - (ii) Loss of or damage to the property to any person;
 - (iii) Consequential losses to any person arising from **Clause 13.12(e)(i)** and **(ii)**,

which may be directly or indirectly attributable to the negligence of the Port User (including but not limited to its visitors).

13.13 **Exclusion of Liability**

The Port User and its employees, agents, representatives, visitors and/ or any third party (including their employees, agents and/ or representatives) (collectively, "**Port User's Visitor**") entering the Port shall possess a valid pass issued by the Port Operator and comply with the Applicable Law. The Port User shall indemnify and keep the Port Operator fully indemnified at all times from and against all actions, proceedings and claims whatsoever brought against the Port Operator, and/or costs, expenses, loss and damages incurred by the Port Operator arising from the non-compliance by the Port User's Visitor including but not limited to:

- (i) Loss of life or personal injury to any Port User's Visitor; or
- (ii) Loss or damage to the property of any Port User's Visitor; or
- (iii) Loss of life or personal injury to any person, which may be directly or indirectly attributable to the negligence of any Port User's Visitor; or
- (iv) Loss or damage to the property of any person, which may be directly or indirectly attributable to the negligence of any Port User's Visitor; or
- (v) Consequential loss arising from any of the above sub-clauses.

**PART H
MISCELLANEOUS**

14. **TIME OF ESSENCE**

Time wherever mentioned in this Contract shall be of the essence.

15. **AMENDMENTS**

The Port User acknowledges that this Terms and Conditions of Business is not exhaustive and the Port Operator shall have the absolute right to amend or vary this Terms and Conditions of Business at any time it deems fit. The amended Terms and Conditions of Business shall forthwith be enforceable upon written notice by the Port Operator in accordance with **Clause 29**.

16. **SUCCESSORS IN TITLE AND ASSIGNS BOUND**

This Terms and Conditions of Business shall be binding upon and shall inure for benefit of the respective legal representatives, receivers and/or managers, liquidators, successors in title and permitted assigns of the Parties hereto.

17. **FURTHER COVENANTS AND ACTS OF DEFAULTS OF PORT USER'S EMPLOYEES OR AGENTS**

- (a) Each Party has agreed to and acknowledged this Terms and Conditions of Business in good faith, and shall give all such assistance and information to the other Party and execute and do and procure all other necessary persons or companies, if any, to execute and do all such further acts, deeds and things as may be reasonably required to give full effect to the terms of this Terms and Conditions of Business.
- (b) The Port User represents and warrants that its representatives, agents and/or officers have full legal right, authority and power under the Port User's memorandum and articles of association or constitution (as the case may be) to execute and do all such acts, deeds and things as may be reasonably required from the Port User to give full effect to the terms of this Terms and Conditions of Business, and to enter into this Terms and Conditions of Business, on behalf of the Port User, and that all appropriate and necessary approvals of the board of directors and shareholders of the Port User and all other actions have been obtained and taken to authorise the execution, delivery and performance of this Terms and Conditions of Business, and all documents required or contemplated hereunder, and thereunder, and the execution, and delivery thereof, does not exceed the power, and authority of the Port User's representatives, agents and/or officers executing the same.
- (c) For the purpose of this Terms and Conditions of Business, any act, default, misconduct, fraud, negligence, and/or omission of the representatives, agents, officers and/or servants of the Port User shall be deemed to be the act, default, misconduct, fraud, negligence, and/or omission of the Port User.

18. **INVALIDITY AND SEVERABILITY**

If any provision of this Terms and Conditions of Business is or may become invalid under any written law, or is found by any court or administrative body or competent jurisdiction to be illegal, void, invalid, prohibited or unenforceable then: -

- (a) such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;
- (b) the remaining provisions of this Terms and Conditions of Business shall remain in full force and effect; and
- (c) the Parties shall use their respective best endeavours to negotiate and agree on a substitute provision which is valid and enforceable and achieve to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

19. **KNOWLEDGE, ACQUIESCENCE AND INDULGENCE**

- (a) Knowledge or acquiescence of either Party hereto of or in any breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be a waiver of such conditions or covenants or of any of them and notwithstanding such knowledge or acquiescence each Party hereto shall be entitled to exercise its respective rights under this Terms and Conditions of Business and to require strict performance by the other Party of the terms and conditions herein.
- (b) Any indulgence given by the Port Operator shall not constitute a waiver of or prejudice the Port Operator's right herein contained.

20. **RIGHTS AND REMEDIES**

The rights and remedies provided in this Terms and Conditions of Business are cumulative, and are not exclusive of any rights or remedies of the Parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy shall affect or impair any such right or remedy.

21. **LAW AND JURISDICTION**

This Contract shall be governed by, and construed in accordance with, the laws of Malaysia and the Parties hereby agree to:-

- (a) submit to the exclusive jurisdiction of the Courts of Malaysia in respect of any controversy, dispute or claim whatsoever arising out of or in connection with a matter contained in this Terms and Conditions of Business which by virtue of the express provisions of any applicable written laws, by-laws, rules or regulations mandatorily require the Parties to refer such controversy, dispute or claim to the Courts of Malaysia only;

- (b) waive any objection on the grounds of venue or forum of non-convenience or any similar grounds; and
- (c) consent to service of legal process in respect of any matter arising out of this Terms and Conditions of Business by forwarding a copy of such legal process by prepaid registered post to their last known address or in any other manner permitted by the relevant law.

22. **CUMULATIVE REMEDIES**

The rights and remedies given to the Port Operator under this Terms and Conditions of Business shall be cumulative remedies and shall not prejudice any other rights or remedies of the Port Operator contained in this Terms and Conditions of Business or at law or in equity or the right of action or other remedy of the Port Operator under any other contract between the Port Operator and the Port User for the recovery of any sum due and payable to the Port Operator from the Port User or in respect of any antecedent breach of this Terms and Conditions of Business or any other contract by the Port User.

23. **CONFIDENTIALITY**

- (a) Each Party shall, whilst this Terms and Conditions of Business is in force and thereafter, keep, and procure and ensure that all of its representatives and its affiliates keep, in strict confidence the existence of this the provisions of this Terms and Conditions of Business, and any and all information that it has acquired or may acquire from the other Party or has access to in relation to the other Party (collectively, "Confidential Information"), and each Party shall not and hereby agrees and undertakes to the other Party that it will not, without the prior written consent of the other Party, use any such Confidential Information for any purpose other than those contemplated in this Contract or disclose any such Confidential Information to any third party. Confidential Information, in relation to a Party, does not include information:
 - (i) which is already known to it at the time when such information is disclosed to it;
 - (ii) which is publicly known through no fault of its own (or that of its representatives, related corporations or affiliates);
 - (iii) which is legally acquired by it from third parties; or
 - (iv) which it is required to disclose by law, rules of a recognised stock exchange, government, government department or governmental, statutory or regulatory body or court of law.
- (b) The provisions of this **Clause 23** shall survive the expiry and/or any rescission or termination of this Terms and Conditions of Business. No Party and/or its affiliates shall make any announcement or grant any interviews whatsoever relating to this Terms and Conditions of Business or its subject matter without the prior written consent of the other Party (which approval will not be unreasonably withheld, delayed or conditioned) except where required by

applicable law or pursuant to the requirements of any stock exchange on which the shares of a Party and/or its affiliates are listed for trading and quotation or by any legal or regulatory authority, in which event the Party and/or its affiliates required to disclose will, where reasonably practicable, immediately notify the other Party of such requirement and obtain its consent (which consent will not be unreasonably withheld, delayed or conditioned) prior to such disclosure.

24. **COUNTERPARTS**

This Terms and Conditions of Business (including any amendments, restatements, additions, modifications, variations and/or supplements hereto or waivers granted in respect hereof) may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Terms and Conditions of Business (or amendment, restatement, addition, modification, variation, supplement and/or waiver, as applicable).

25. **COMPLIANCE WITH ANTI-CORRUPTION AND ANTI-BRIBERY LAWS**

The Parties hereby agree, covenant and undertake to each other to at all times comply with all anti-corruption laws and anti-bribery laws and regulations applicable to each of them.

26. **SURVIVAL OF OBLIGATIONS**

Notwithstanding the complete performance of this Terms and Conditions of Business or the termination of this Terms and Conditions of Business in so far as it relates to the Port User, this Terms and Conditions of Business shall remain in full force and effect between the Port Operator and the Port User in so far as such terms and conditions shall remain unfulfilled or relevant.

27. **TERMINATION OF CONTRACT**

Notwithstanding the other provisions to the contrary, the Port Operator shall have the right to terminate this Terms and Conditions of Business on the following grounds and the Port User shall have no right to any form of losses or damages arising from the termination:

- (i) Occurrence of event of default in **Clause 10.8.1(a) and (b)**; or
- (ii) If the Port User fails to observe or perform any of its obligations in accordance with this Terms and Conditions of Business and shall not remedy its failure in accordance with the Port Operator written notice; or
- (iii) If the Port Operator is of the opinion that the presence of the Port User's Cargo or Container at the Port Area may lead to any claim against the Port Operator, its employee or agents; or
- (iv) Occurrence of the Force Majeure Events; or
- (v) The Government of Malaysia exercises its right to terminate the privatisation agreement entered into by the Port Operator.

28. **CONDUCT OF BUSINESS**

Every business, services or facilities conducted or provided by the Port Operator is subject to the exclusions and limitations of liability as set out in this Terms and Conditions of Business. The liability of the Port User and the Port Operator under this Terms and Conditions of Business shall be deemed to be superseded only to the extent permitted by law.

29. **NOTICE**

Every notice, request, demand or other communication shall be given or made in writing to the other party by registered mail, facsimile, email, the Applications or posted on the Port Operator's website and it shall be addressed to the party at its last known address. The notice, request, demand or other communication shall be deemed to have been communicated/ received four (4) days after being deposited in the post office (registered mail) or forthwith upon successful transmission, submission or posting.

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ANNEXURE A

RATES OR TARIFF

JOHORE PORT AUTHORITY (TANJUNG PELEPAS) (SCALE OF RATES, DUES AND CHARGES) 2019 REVISED TARIFF

PART A CHARGES FOR ACCOUNT OF VESSEL

1. MARINE CHARGES

- a) Consolidated Marine Charges (Per Call Charges)
- i. The marine charges are consolidated and are inclusive of Port Dues, Pilotage, Towage and Dockage into a single charge.
 - ii. The Consolidated Marine Charges is based on the first 6 hours or part thereof and beyond that period, only dockage is charged per hour or part thereof. Dockage is calculated from the time the vessel berths (first line ashore) and until it leaves the berth (last line off the bollard); or from the time the vessel is anchored until it leaves the anchorage.
 - iii. These rates shall apply for vessel loading and/or discharging goods at the wharf or anchorage, for the purpose of taking bunker or ship's supply, repairs, change of crew, ship to ship transfer or any other services required.
 - iv. Marine charges are based on per call basis and on the ("LOA") of each vessel.

Interval Length Overall (LOA)	First 6 hours or part thereof RM	Next hour or part thereof RM
100 meters and below	3,450.00	115.00
Exceeding 100 meters but not exceeding 150 meters	5,175.00	173.00
Exceeding 150 meters but not exceeding 200 meters	10,350.00	460.00
Exceeding 200 meters but not exceeding 250 meters	18,400.00	920.00
Exceeding 250 meters but not exceeding 300 meters	20,700.00	1,610.00
Exceeding 300 meters but not exceeding 350 meters	25,875.00	2,070.00

Exceeding 350 meters but not exceeding 400 meters	27,600.00	2,530.00
Exceeding 400 meters but not exceeding 450 meters	30,475.00	2,990.00
Exceeding 450 meters	33,350.00	3,450.00

b) Other Marine Charges

i. Pilotage dues

If a vessel only requires pilotage for transit between the port limits where the consolidated marine charges is not applicable, the following charges are applicable: -

Vessel length overall (LOA)	Per meter per hour or part thereof RM
15 meters and below	Free
Exceeding 15 meters	4.60

ii. Towage dues

a. All vessel

If a vessel only requires towage for transit between the port limits, the following charge is applicable. The charges under this item shall commence from the time the tug leaves its base to the time it returns to its base.

Tug Boat Capacity	Per Tug Boat Per Movement, Per Hour or Part thereof RM
Less than 65 tonne bollards pull capacity	8.00 per metre of LOA
Equivalent or exceeding 65 tonne bollards pull capacity	5 000.00
80 Tons Bollard Pull capacity	9 200.00

b. Other floating objects (not classified as vessels)

Additional charges for escort, towage of oil rigs, towage of pontoon or any unusual structures are as follows: -

Per tug per half hour or part thereof	RM 500.00
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iii. Laid –Up Dues

Additional laid-up dues per vessel at approved anchorage are as follows:

Size of Vessel	Per 30 days or part thereof RM
1,000 G.T. and less	4,000.00
Exceeding 1,000 G.T. to 2,000 G.T.	6,000.00
Exceeding 2,000 G.T. to 15,000 G.T.	8,000.00
Exceeding 15,000 G.T.	14,000.00 and an additional RM6.00 for every increase of 100 G.T. exceeding 15,000 G.T.

iv. Late Request, Amendments or Cancellation Charges

Application for pilotage and towage must be made at least 3 hours before a service is required. Where a request is made, or request for amendment or cancellation of service is made, less than 2 hours from time of service, the following charges shall apply: -

Type of Service	Per Late Application/ Amendment/Cancellation RM
Pilotage, per movement	1,000.00
Towage, per tug boat	1,000.00

v. Pilot detention charges

For detention of pilot at the pilot station for the arrival of vessel or at wharf or at anchorage for the departure of vessel, to be calculated from the time the service is required

Per pilot per hour or part thereof	RM 600.00
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vi. Tug Boat detention charges

For detention of tug boat due to the delay in the arrival or departure of vessel, to be calculated from the time the service is required

Per pilot per hour or part thereof	RM 800.00
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vii. Boat services Charges

For usage of boat for any movement within the port limit or beyond

Maximum of 6 persons per boat per hour or part thereof	RM 1,000.00
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2. Containers Handling Charges

The rates chargeable for container handling shall be as follows: -

a) Container Handling Charges

Status of Container	Per Container		
	Not exceeding 20 feet in length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
	RM	RM	RM
Local Laden	265.00	397.00	449.00
Local Empty	207.00	311.00	345.00
Transhipment (Laden & Empty)	200.00	300.00	335.00
Dangerous Goods - Local	345.00	520.00	580.00
Dangerous Good - Transhipment	325.00	490.00	535.00
Out of Gauge - Local	350.00	525.00	585.00
Out of Gauge – Transhipment	330.00	500.00	555.00
Out of Gauge - Dangerous goods Local	525.00	785.00	875.00
Out of Gauge –Dangerous goods Transhipment	500.00	750.00	830.00
Open door – Local	350.00	525.00	585.00
Open door – transhipment	330.00	500.00	555.00
Open door for dangerous goods - Local	525.00	785.00	875.00
Open door dangerous goods – transhipment	500.00	750.00	830.00

The above charges are inclusive of lashing/unlashing containers on-board vessels

Handling charges for open door and open top containers shall be the same rate as handling rates for Out of Gauge containers with special yard storage requirement.

b) Container shifting Charges within vessel

Description of services	Per Container		
	Not Exceeding 20 feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length

	RM	RM	RM
Shifting of container within same bay or hatch	140.00	210.00	235.00
Shifting of container from bay to bay or hatch to hatch	180.00	270.00	390.00
Land and reship of container	180.00	270.00	300.00

c) Other Container Handling Charges

i. Opening and Closing Hatch Covers

Opening hatch cover, placing from vessel to wharf, wharf to vessel and hatch to hatch

Per unit per move	RM 300.00
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ii. Handling under deck based on non-cellular vessel calling PTP resulting in additional lashing requirements.

Per container	RM 50.00
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iii. Change of door direction (request by vessel operator or vessel agent)

a. During vessel operation

Per container per move(All sizes)	RM 75.00
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b. After landed to container yard

Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
145.00	185.00	190.00

iv. Loading and Discharge of gearbox including positioning of cone bins

Per unit per move	RM 250.00
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v. Additional charges for standby at crane due to factors within lines control

Per crane per 15 minutes slab commenced or part thereof	RM 500.00
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Standard charges are levied due to twist locks not able to open, at instruction of vessel or vessel agent or any other factors due to vessel's control

vi. Reefer containers charges

Reefer container services such as supply of electricity, pre-trip inspection, connecting or disconnecting electricity supply on board vessel and at reefer yard, shall be charged as follows: -

Description of Services	Per Container	
	Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length
	RM	RM
Pre-trip inspection	81.00	121.00
Connect or disconnecting electricity supply	35.00	35.00
Reefer charges, per shift or part thereof	40.00	58.00

vii. Re-nomination

The following rates shall apply for the re-nomination of vessel/ change of POD for export and transshipment containers landed into the container yard

Per Container		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
58.00	86.00	98.00

viii. Change of Category

Change of container category, from either transshipment, import or export changes shall be as follows:-

Per Container		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
90.00	125.00	135.00

ix. Shut-out containers

Charges for containers which have been received for export or transshipment and landed into the container yard, but which are subsequently cancelled for loading and/or released back to the vessel (or shipper) for re-delivery off the terminal exceeding cut off time, shall be as follows: -

Per Container		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
230.00	345.00	390.00

x. Change of Status

Charges due to changes of container status (either laden to empty or empty to laden) as requested by the vessel or by the box operator, shall be as follows: -

Per container	RM 115.00
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xi. Flat Rack Container Bundling

Charges for the bundling of flat rack containers (max 4 units per bundle) are consolidated into a single charge, shall be as follows: -

Per bundle of 4 units of flat rack containers	RM 1,000.00
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3. ROLL-ON ROLL-OFF CHARGES

Any vehicles or Ro-ro cargo on vehicles, which are loaded or unloaded using the vessels' ramp, are chargeable based on the following rates: -

Type of cargo	Per tonnes
Ro-ro cargo	RM 2.00

Type of vehicle	Per unit
Passenger car	RM 40.00
Station wagon / van	RM 80.00
Bus / lorry / truck, heavy machinery or others	RM 120.00

PART B

CHARGES FOR ACCOUNT OF SHIPPER OR CONSIGNEE

STORAGE CHARGES

a. Calculation of Total Storage Days

Total storage days are calculated based on a calendar day applied for each of the container status.

Container Category	Start Date	End Date
Transhipment	Container discharged from the vessel	Container loaded onto the vessel
Import	Container discharged from the vessel	Container gate out (via road or rail) from the terminal or to the designated terminal free zone area
Export	Container gate in (via road or rail) into the terminal or from the designated terminal free zone area	Container loaded onto the vessel

b. Charges for container lying in the port premise after prescribed free days are as follows:-

i. Transhipment Containers

Storage period	Per Container		
	Not Exceeding 20 Feet in Length RM	Exceeding 20 feet but not exceeding 40 feet in length RM	Exceeding 40 feet in length RM
For the first 14 days	Free	Free	Free
For the 15 th day	15.00	30.00	35.00
From the 16 th day and onwards (for each day)	30.00	60.00	70.00

ii. All permitted Dangerous Goods Containers – Transhipment

Storage Period	Per Container		
	Not Exceeding	Exceeding 20 feet but not	Exceeding 40 feet in length

	g 20 Feet in Length RM	exceeding 40 feet in length RM	RM
For the first 3 days	Free	Free	Free
From the 4 th day to the 14 th day (for each day)	30.00	60.00	70.00
From 15 th day and onwards (for each day)	60.00	120.00	140.00

iii. Over-width and Over-height Containers - Transhipment

Storage for over-width and over-height containers shall be the same irrespective of the sizes of containers and the charges are as follows: -

Storage Period	Per container
For the first 14 days	Free
For the 15 th day	35.00
Exceeding the 15 th day (for each day)	70.00

iv. Non-containerised Cargo – Transhipment

Status of Cargo	Open Yard	Shed
	per tonne RM	per tonne RM
For the first 14 days	Free	Free
For the 15 th day	35.00	70.00
Exceeding the 15 th day (for each day)	5.00	10.00

v. Non-containerised Cargo – Transhipment, All Permitted Dangerous Goods

Status of Cargo	Open Yard	Shed
	per tonne RM	per tonne RM
For the first 3 days	Free	Free
For the 4 th day	15.00	30.00
For the period after 4 th day but not after the 14 th day (for each day)	5.00	10.00

Exceeding the 14 th day (for each day)	10.00	20.00
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vi. Laden Containers (Import or Export)

Storage period	Per Container		
	Not Exceeding 20 Feet in Length RM	Exceeding 20 feet but not exceeding 40 feet in length RM	Exceeding 40 feet in length RM
For the first 5 days	Free	Free	Free
For the 6 th day to 12 th day (for each day)	5.00	10.00	15.00
For the 13 th day to 26 th day (for each day)	15.00	30.00	35.00
Exceeding the 27 th day and onwards (for each day)	30.00	60.00	70.00

vii. Empty Containers

Storage period	Per Container		
	Not Exceeding 20 Feet in Length RM	Exceeding 20 feet but not exceeding 40 feet in length RM	Exceeding 40 feet in length RM
For the first 3 days	Free	Free	Free
For the 4 th day to 14 th day (for each day)	5.00	10.00	12.00
From the 15 th day and onwards (for each day)	10.00	20.00	24.00

viii. All permitted Dangerous Goods Container (Import or export)

Storage Period	Per Container		
	Up to 20 feet in length RM	Exceeding 20 feet but not exceeding 40 feet in length RM	Exceeding 40 feet in length RM

For the first 3 days	Free	Free	Free
From the 4 th day to 14 th day (for each day)	30.00	60.00	70.00
From the 15 th day and onwards (for each day)	60.00	120.00	140.00

ix. Non-containerised Cargo

Status of Cargo	Open Yard	Shed
	per tonne RM	per tonne RM
Export		
For the first 5 days	Free	Free
For the 6 th day	12.50	25.00
For the period after 6 th day but not after the 14 th day (for each day)	2.50	5.00
Exceeding the 14 th day (for each day)	5.00	10.00
Import		
For the first 3 days	Free	Free
For the 4 th day	7.50	15.00
For the period after 4 th day but not after the 14 th day (for each day)	2.50	5.00
Exceeding the 14 th day (for each day)	5.00	10.00
Permitted Dangerous Goods		
For the first 3 days	Free	Free
For the 4 th day	15.00	30.00
For the period after 4 th day but not after the 14 th day (for each day)	5.00	10.00
Exceeding the 14 th day (for each day)	10.00	20.00

xii. Over-width and over-height containers – import or export

Storage charges shall be the same irrespective of the size of containers

Storage Period	Per Container RM
For the first 5 days	Free
For the period after 6 th day but not after the 14 th day (for each day)	35.00
Exceeding the 14 th day (for each day)	70.00

xi. Motor Vehicle

Storage period	Per unit per day RM
For the first 3 days	Free
For the 4 th day	15.00
For the period after 4 th day but not after the 14 th day (for each day)	5.00
Exceeding the 14 th day (for each day)	10.00

PART C

CHARGES FOR ACCOUNT OF VESSEL, SHIPPER OR CONSIGNEE

1. CHARGES FOR BREAK BULK CARGO HANDLING VIA CONTAINER VESSEL

- a. Stevedore charges on cargo loaded and discharged at the wharf using port equipment are as follows:-

Status of Cargo	Per tonne or part thereof RM
Import or Export	45.00
Transhipment	39.00

- b. Wharfage charge on cargo movement to / from yard from / to wharf and a single pick to the chassis or storage location

Status of Cargo	Per tonne or part thereof RM
Import or Export	19.00
Transhipment	16.00

2. CHARGES FOR BREAK BULK CARGO HANDLING VIA CONVENTIONAL VESSEL

Type of services	Per tonne or part thereof RM
Wharfage	4.50
Stevedore service	12.00
Cargo Handling	4.50

3. THROUGHPUT CHARGES (Use of Own Equipment)

Per tonne or part thereof	RM 4.50
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4. LIFTING GEARS AND EQUIPMENT CHARGES

Per Activity	RM 1,000.00
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5. LOW-BED CHARGES

Per 24 hours or part thereof	RM 1,000.00 per lowbed
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6. ADDITIONAL WHARFAGE

For cargo loaded or discharged at the storage location to or from outside the terminal area – import or export

Per tonne or part thereof	RM 12.00
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7. GENERAL SERVICES CHARGES

Charges to be levied upon request.

- a. Port Police, Fire or Ambulance Personnel Services Charges

The rates for deployment of the fire and security personnel on standby or in service of extinguishing fire and preserving life and property in case of fire.

Port police, fire or ambulance personnel	RM 29.00 per personnel per hour or part thereof
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- b. Fire, anti-pollution, salvage, rescue or marine emergency response services

Type of services	Per unit per hour or part thereof RM
Tugs (inside port limit)	4,600.00
Tugs (outside port limit)	13 800.00
Fire engine	1,000.00
Special materials and ancillary equipment	At cost plus 20% administration charges

- c. Ambulance services, to be calculated from the time the ambulance leaves its base to the time it returns to its base

Per ambulance per hour or part thereof	RM 35.00
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- d. General Workers' services on all days, including Sundays and public holidays

Per worker per shift or part thereof	RM 115.00
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e. Supply of water

The supply of water includes the administrative charges for supply of water from the port to the vessel: -

Supply of water	RM
Not exceeding of 50,000 litres	575.00
Exceeding 50,000 litres	11.50 per 1,000 litres or part thereof

f. Passenger charges

Passenger charge will be raised for all embarkation or disembarkation including passenger in transit, as follows: -

Type of passenger	Per passenger RM
Adult	8.00
Children	4.00

g. Hire of telephone on board of a vessel

- i. RM 25.00 per telephone per shift or part thereof
- ii. Call fees as charged by the company providing the telecommunication service, plus 20% of the fees for the administrative cost

h. Charges on Privately Operated Wharves and Anchorage Approved by Authority

This service charge is levied on all cargoes shipped or discharged including ship to ship transfer (STS) within the port.

Cargo shipped or discharged, including ship to ship cargo	RM 1.00 per tonne or part thereof
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i. Provision and Ship Chandelling Activity

The charges for the use of the wharf area for ship chandelling activity, that is the provision of ship supplies, spare parts and lube oil (supply to vessel from vessel from land side)

Per activity and per type	RM 150.00
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8. OTHER TERMINAL RELATED CHARGES

- a. Knock down or raising of flat rack ends or pillars of flat rack containers upon request of vessel operator or vessel agent

Per container	RM 70.00
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- b. Use of weighbridge

Per container per weighing	RM 7.50
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- c. Verified Gross Mass (VGM)

Item	Charge RM
Per Container	2.50
Handling charge per container	40.00

- d. Use of Wire Sling

Per Usage per container	RM 400.00
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- e. Seal check or affix at port area on request (not including yard movement)

Per container	RM 20.00
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- f. Opening door to container (not including yard movement) upon request

Per container	RM 20.00
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- g. Additional charges for reefer related services.

Description of Services	Cost per container RM
Repair charges per worker per hour	75.00
Downloading and retrieving data logs	37.00
Reefer software upgrading	37.00
Reefer hot work permit	23.00
Checking reefer unit malfunction on board vessel	75.00
Physical adjustment of reefer setting	23.00
Evacuation with vacuum pump	23.00
Brazing set for welding works	58.00
Reefer sticker attachment	9.00
Other reefer related service	23.00

h. Hire of mechanical equipment

i. Forklift with driver at a Safe Work Load of 3 tonnes

Per forklift	RM 200.00 for the first 2 hours or part thereof and RM 50.00 for every additional half an hour or part thereof
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ii. Charge for quay gantry crane with driver.

Per quay crane per hour or part thereof	RM 9,000.00
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i. Trailer heads or Chassis Parking at the designated area

Per unit per day	RM 12.00
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j. Towing of unattended empty chassis

Per move per chassis	RM 150.00
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k. Container inspection or Survey

Per Container		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
240.00	310.00	330.00

l. Load On and / or Load Off (LOLO) of container

Per Container per Lift		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
29.00	43.00	43.00

m. Rail handling charges to or from the rail container terminal and container yard

Per Container		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
105.00	160.00	175.00

n. Administrative charges for correcting undeclared cargo or erroneous declaration

Per Container	RM 20.00
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(For example, un-declared dangerous goods details, incorrect reefer temperature setting erroneous port of discharge, amended container ISO details, container line ID changes, etc.)

- o. Extra Movement or Container shifting charges within the container yard

Per Container per activity		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
81.00	121.00	132.00

- p. Late Gate-In Charges

- i. Where the FCL export container is delivered after the established cutoff time, with the prior approval from port, but before the arrival of the vessel, the following charges shall be payable:

Per Container		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
81.00	121.00	132.00

- ii. Where a FCL export container is delivered after the established cut off time with prior approval from the port and after the arrival of the vessel, the following charges shall be payable:-

Per Container		
Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
242.00	362.00	396.00

- iii. Charges for Opening and Closing of Gate After Cut-off Time

Per Container	RM 20.00
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9. HEALTH, SAFETY, SECURITY, ENVIRONMENT RELATED SERVICES

a. Security escort services

Per request	RM 600.00 for the first 6 hours or part thereof and RM200 for every additional hour or part thereof
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b. Securing of firearm from vessel in accordance with by-law 56 of the Johor port Authority (Tanjung Pelepas Port) By-Laws 2000 and keeping it in a strong-room or safe until vessels leaves the port

Per 24 hours or part thereof	RM 575.00
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c. Issuance of dangerous goods class 1 permit

Per container per entry	RM 12.00
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d. Supply of bath tub trailer

Per unit per 24 hours or part thereof	RM 1,000.00
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e. Deployment of port police boat to conduct patrolling services within the port limit upon request.

Per request	RM 1,000.00 (for 6 hours or part thereof)
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f. Wild life response

Per request	RM 300.00 (excluding the use of fire engine)
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g. Road tanker loading bunker into vessel at the wharf which shall be capped at not more than 50 tonnes, with maximum of two road tankers allowed for each supply

Item	RM
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Wharfage charge	4.50 per metric tonne
Deployment of personnel from Emergency Response Team for monitoring and standby response	29.00 per personnel per hour or part thereof

h. Safety induction program

Per person	RM 50.00 (2-year validity period)
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i. Job permit and permit to work application

Per application	RM 30.00
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10. FREE ZONE AREA RELATED CHARGES

a. Chassis detention

Detention Period	Per hour RM
0-12 hours	Free
Exceeding 12 hours but not exceeding 36 hours	5.00
Exceeding 36 hours but not exceeding 72 hours	10.00
Exceeding 72 hours and part thereof	250.00

b. Warehouse shunting, bay to bay within the same warehouse

Per move	RM 20.00
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c. Stacker rental

Per equipment per hour or part thereof	RM 403.00 (minimum usage of 2 hours)
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11. INTER TERMINAL (ITT) MOVEMENT CHARGES WITHIN FREE ZONE AREA

- a. Container movement between Terminal Container to Zone C

Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
81.00	121.00	138.00

- b. Container movement between Terminal Container to Zone D

Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
104.00	144.00	161.00

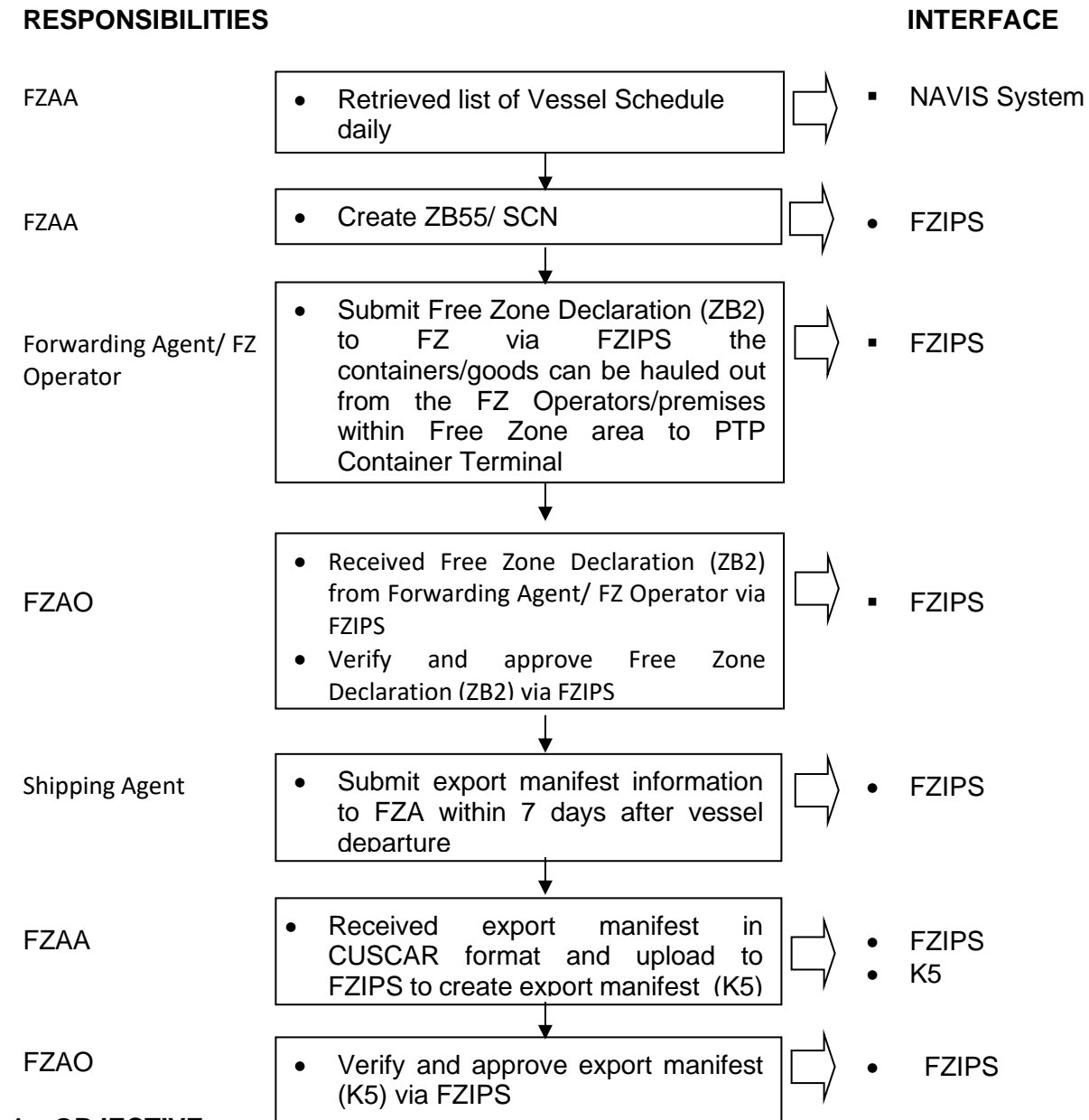
- c. Container movement between Terminal Container to Zone E

Not Exceeding 20 Feet in Length	Exceeding 20 feet but not exceeding 40 feet in length	Exceeding 40 feet in length
RM	RM	RM
127.00	167.00	184.00

ANNEXURE B

STANDARD OPERATING PROCEDURES RELATING TO FREE ZONE/ FREE ZONE AUTHORITY

PROCESSING OF EXPORT DOCUMENTATION



1. OBJECTIVE

- 1.1 To provide basic guidelines to shipping/forwarding agents and FZ Operators in the export documentation procedures of Port of Tanjung Pelepas (PTP) Free Zone Authority (FZA) in order to ensure overall effectiveness of port operation where PTP is both the port operator and Free Zone Authority.

- 1.2 To ensure, keep and maintain proper records for any goods/shipment loading from FZ area into the vessel

2. SCOPE

- 2.1 FZA to carry out duties and act as authority within PTP Free Zone area.
- 2.1 To comply and maintain ZB2 Export procedures as specified under Free Zone Act 1990, Free Zones Regulations 1991 and other OGA related regulatory act.

3. DEFINITION

- 3.1 PTP:
Port of Tanjung Pelepas.
- 3.2 FZA:
Free Zone Authority.
- 3.3 FZ:
Free Zone.
- 3.4 ZB2:
Free Zone ZB2 for declaration of Goods taken out from FZ Area
- 3.5 ZB55/ SCN:
Vessel information that calls at PTP for FZA record and manifest balancing purpose
- 3.6 Forwarding Agent
A firm or person which is duly approved or authorized by the Royal Malaysian Customs Department, to carry out business as Customs House Agent under Section 90 of the Malaysian Customs Act 1967.
- 3.7 SA
Shipping Agent that represent the ship owner
- 3.8 K2
Customs Declaration of export goods
- 3.9 K5
Export manifest
- 3.10 FZIPS
Free Zone Information Processing Systems
- 3.11 FZAO
Free Zone Authority Officer that is authorized to approve Free Zone declaration forms and releasing of cargo
- 3.12 FZAA
Free Zone Authority Assistant
- 3.13 EDI
Electronic data Interchange
- 3.14 CUSCAR
Manifest EDI standard

4. REFERENCE

- 4.1 Standard Practice for ZB2 Declaration
- 4.2 FZIPS Online User Manual

4.3 Free Zones Act 1990 and Free Zone Regulations 1991 (Regulation 22)

4.4 Customs Act 1967

5. RELEVANT RECORDS

5.1 FZIPS and Navis

6. APPENDICES

6.1 Guideline on Declaration Procedures within PTP Free Zone Area

6.2 Flow chart on Export Procedure

7. PROCEDURE DETAILS

7.1 FZAA

7.1.1 Check and retrieved List of Vessel Calls to PTP (by date) via NAVIS System daily.

7.1.2 Information to be retrieved are as follows;

- Vessel Name
- Voyage Code
- Arrival Date
- Agency Code

7.2 FZAA

7.2.1 Manually key in the above information into FZIPS to create ZB55/ SCN

7.2.2 Subsequently the system shall generate ZB55/ SCN registration number

7.3 Forwarding Agent/ FZ Operator

7.3.1 Submit Free Zone Declaration (ZB2) to FZA via FZIPS before the containers can be hauled from the FZ Operators/premises within Free Zone area to PTP Container Terminal. (Refer FZIPS Online Use Manual).

7.4 FZAO

7.4.1 Received submission of Free Zone Declaration ZB2 from Forwarding Agent/ FZ Operator via FZIPS

7.4.2 Verify and approve Free Zone Declarations ZB2 via FZIPS.

7.5 Shipping Agent

7.5.1 Shipping agent shall notify of ship arrival in ZB55/ SCN 24 hours prior to the arrival of the vessel to the Free Zone Authority (FZA).

7.5.2 Submit export manifest information to FZA in CUSCAR format within 7 days after vessel departure.

7.6 FZAA

7.6.1 Received manifest information in CUSCAR format from Shipping Agents and subsequently verify information and type of activity based on the information given.

7.6.2 Information to be retrieved are as follows:

- Bill of Lading Number
- Vessel Name
- Voyage Code
- Arrival Date
- Consignee/Consignor detail
- Port of Loading/Port of Discharge
- Goods Description
- Container Number
- Quantity/Weight

7.6.3 Upload the above information from CUSCAR file into FZIPS to create Export Manifest (K5).

7.7 FZAO

7.7.1 Verify and approve Export Manifest (K5) via FZIPS

**APPENDIX 6.1 –
GUIDELINE ON DECLARATION PROCEDURES WITHIN PTP FREE ZONE AREA
FOREWORD**

Port of Tanjung Pelepas has been accorded the Free Zone status by the Government of Malaysia in April 1998. Subsequently, the Minister of Finance in June 1999 has appointed Port of Tanjung Pelepas Sdn Bhd (PTPSB) as the Free Zone Authority.

This appointment is a crucial factor in order to facilitate and ensure overall effectiveness of port operation where PTPSB is both the port operator and Free Zone Authority.

As a Free Zone Authority, PTPSB is responsible to receive and approve ZB Forms Declarations and Manifest submission as stipulated in the Free Zones Act 1990 and Free Zones Regulations 1991.

It is the intention of PTP Free Zone Authority has documented a guideline on the declaration procedure within PTP Free Zone Area.

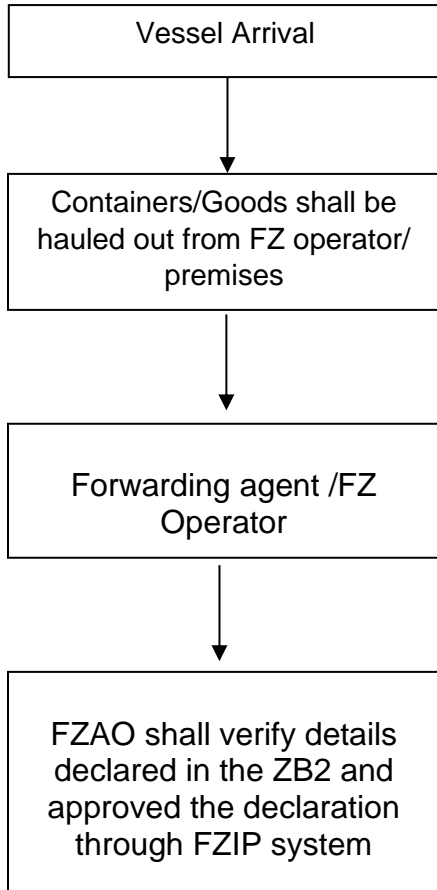
We hope that this procedure is useful to port users who shall deal with Free Zone Authority.

EXPORT PROCEDURE FOR FREE ZONE CARGOES

1) CONTAINER EXPORT PROCEDURE

- 1.1 Shipping agent shall notify of ship arrival in ZB55/ SCN 24 hours prior to the arrival of the vessel to the Free Zone Authority (FZA).
- 1.2 Before the containers can be hauled out from the FZ Operators/premises within Free Zone area to PTP Container Terminal, the consignor/ forwarding agent shall submit ZB2.
- 1.3 The FZAO shall verify details declared in the ZB2 and approved the declaration through FZIP system.
- 1.4 Shipping agent shall submit export manifest within 7 days after vessel departure.

APPENDIX 6.2 - FLOW CHART ON EXPORT PROCEDURE



Notes:

Shipping agent shall submit export manifest within 7 days after vessel departure.

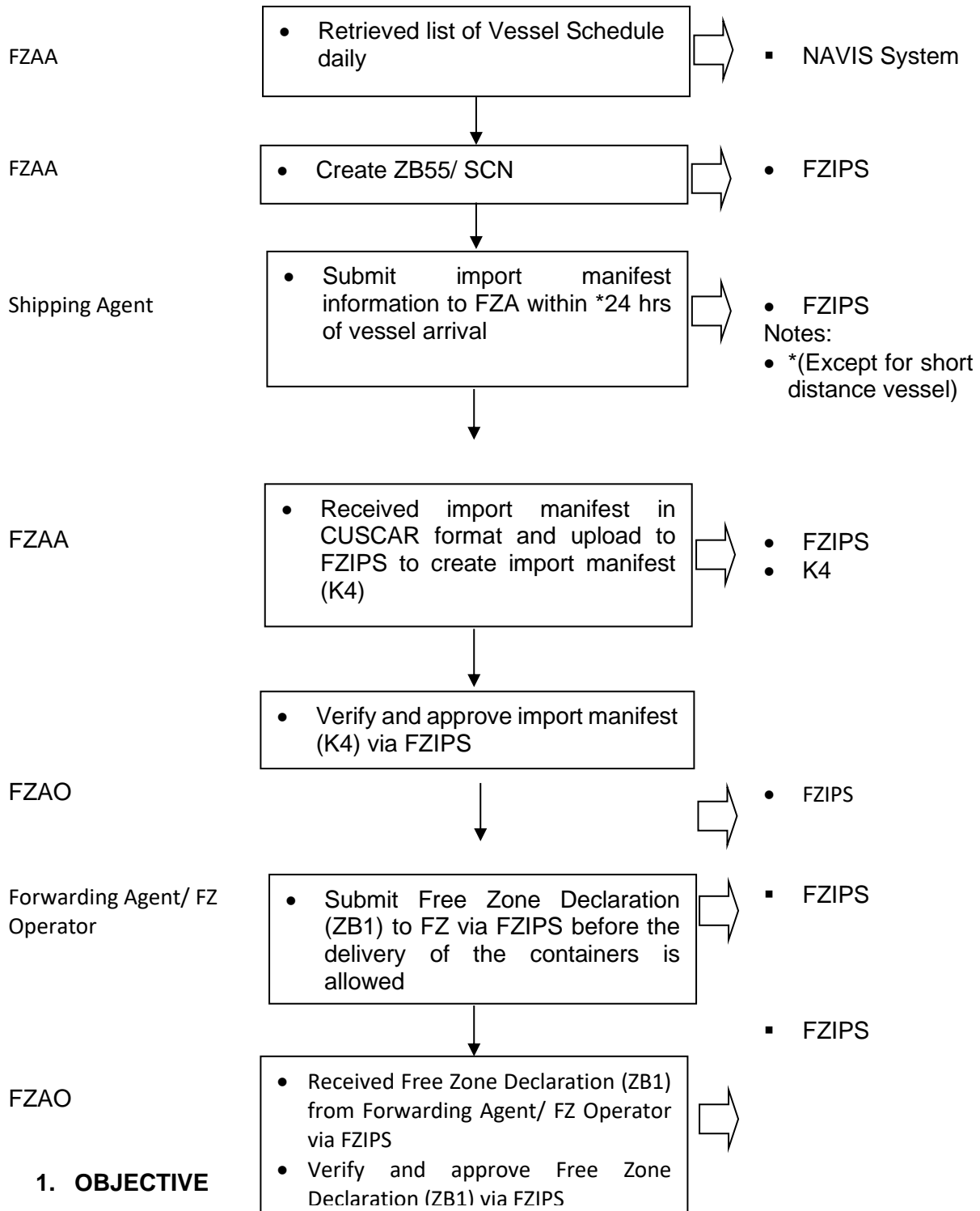
Notes:

- ZB2

PROCESSING OF IMPORT DOCUMENTATION

RESPONSIBILITIES

INTERFACE



- 1.1 To provide basic guidelines to shipping/forwarding agents and FZ Operator in the import documentation procedures of Port of Tanjung Pelepas (PTP) Free Zone Authority (FZA) in order to ensure overall effectiveness of port operation where PTP is both the port operator and Free Zone Authority.
- 1.2 To ensure, keep and maintain proper records for any goods/shipment unloading from vessel into FZ area

2. SCOPE

- 2.1 FZA to carry out duties and act as authority within PTP Free Zone area.
- 2.2 To comply and maintain ZB1 Import procedures as specified under Free Zone Act 1990, Free Zones Regulations 1991 and other OGA related regulatory act.

3. DEFINITION

- 3.10 PTP
Port of Tanjung Pelepas.
- 3.11 FZA
Free Zone Authority.
- 3.12 FZ
Free Zone.
- 3.13 ZB1
Free Zone ZB1 for declaration of Goods bring into FZ Area
- 3.14 ZB55/ SCN
Vessel information that calls at PTP for FZA record and manifest balancing purpose
- 3.15 Forwarding Agent
A firm or person which is duly approved or authorized by the Royal Malaysian Customs Department, to carry out business as Customs House Agent under Section 90 of the Malaysian Customs Act 1967.
- 3.16 SA
Shipping Agent that represent the ship owner

- 3.17 K1
Customs Declaration of import goods
- 3.18 K4
Import manifest
- 3.10 FZIPS
Free Zone Information Processing Systems
- 3.11 FZAO
Free Zone Authority Officer that is authorized to approve Free Zone declaration forms and releasing of cargo
- 3.12 FZAA
Free Zone Authority Assistant
- 3.13 EDI
Electronic data Interchange
- 3.14 CUSCAR
Manifest EDI standard

4. REFERENCE

- 4.1 Standard Practice for ZB1 Declaration
- 4.2 FZIPS Online User Manual
- 4.3 Free Zones Act 1990 and Free Zone Regulations 1991 (Regulation 21)
- 4.4 Customs Act 1967

5. RELEVANT RECORDS

- 5.1 Manifest Balancing Report

6. APPENDICES

- 6.1 Guideline on Declaration Procedures within PTP Free Zone Area
- 6.2 Flow chart on Import Procedure

7. PROCEDURE DETAILS

7.1 FZAA

7.1.3 Check and retrieved List of Vessel Calls to PTP (by date) via NAVIS System daily.

7.1.4 Information to be retrieved are as follows;

- Vessel Name
- Voyage Code
- Arrival Date
- Agency Code

7.2 FZAA

7.2.3 Manually key in the above information into FZIPS to create ZB55/ SCN

7.2.4 Subsequently the system shall generate ZB55/ SCN registration number

7.3 Shipping Agent

7.3.1 Shipping agent shall notify of ship arrival in ZB55/ SCN 24 hours prior to the arrival of the vessel to the Free Zone Authority (FZA).

7.3.2 Submit import manifest information to FZA in CUSCAR format within 24 hours, or such longer period may be allowed by the Authority (for short distance vessel).

7.4 FZAA

7.4.1 Received manifest information in CUSCAR format from Shipping Agents and subsequently verify information and type of activity based on the information given.

7.4.2 Information to be retrieved are as follows:

- Bill of Lading Number
- Vessel Name
- Voyage Code
- Arrival Date
- Consignee/Consignor detail
- Port of Loading/Port of Discharge
- Commodity Details
- Container Number
- Quantity/Weight

7.4.3 Upload the above information from CUSCAR file into FZIPS to create Import Manifest (K4).

7.5 FZAO

- 7.5.1 Verify and approve Import Manifest (K4) via FZIPS

7.6 Forwarding Agent/ FZ Operator

- 7.6.1 Submit Free Zone Declaration (ZB1) to FZA via FZIPS before the delivery of containers is allowed. (Refer FZIPS Online Use Manual).

7.7 FZAO

- 7.7.1 Received submission of Free Zone Declaration ZB1 from Forwarding Agent/ FZ Operator via FZIPS
- 7.7.2 Verify and approve Free Zone Declarations ZB1 via FZIPS.

**APPENDIX 6.1 –
GUIDELINE ON DECLARATION PROCEDURES WITHIN PTP FREE ZONE AREA**

FOREWORD

Port of Tanjung Pelepas has been accorded the Free Zone status by the Government of Malaysia in April 1998. Subsequently, the Minister of Finance in June 1999 has appointed Port of Tanjung Pelepas Sdn Bhd (PTPSB) as the Free Zone Authority.

This appointment is a crucial factor in order to facilitate and ensure overall effectiveness of port operation where PTPSB is both the port operator and Free Zone Authority.

As a Free Zone Authority, PTPSB is responsible to receive and approve ZB Forms Declarations and Manifest submission as stipulated in the Free Zones Act 1990 and Free Zones Regulations 1991.

It is the intention of PTP Free Zone Authority has documented a guideline on the declaration procedure within PTP Free Zone Area.

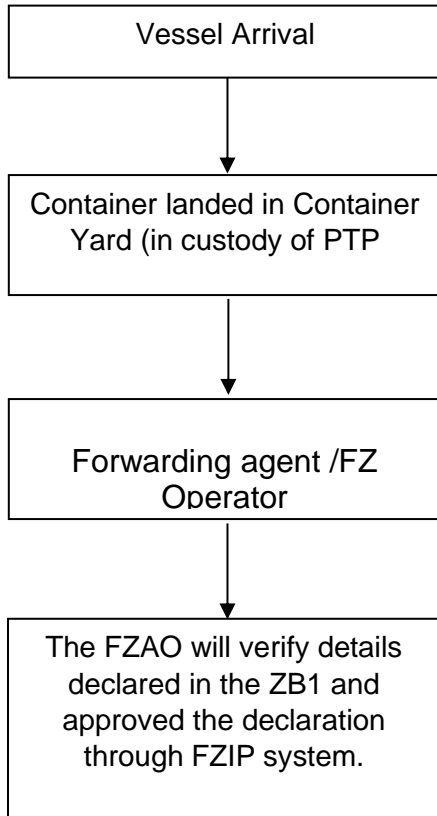
We hope that this procedure is useful to port users who shall deal with Free Zone Authority.

IMPORT PROCEDURE FOR FREE ZONE CARGOES

2) CONTAINER IMPORT PROCEDURE

- 1.5 Shipping agent shall notify of ship arrival in ZB55/ SCN 24 hours prior to the arrival of the vessel to the Free Zone Authority (FZA).
- 1.6 Shipping agent shall submit import manifest within twenty-four (24) hours upon the arrival of the vessel at the berth. (Except for short distance vessel).
- 1.7 Upon the arrival of the vessel, the laden containers can be landed in the import container yard (CY) and kept in the custody of PTP Container Terminal Unit.
- 1.8 Before the deliveries of the containers are allowed, the forwarding agent/ warehouse operator shall declare ZB1 to the FZA based on import manifest.
- 1.9 The FZAO will verify details declared in the ZB1 and approved the declaration through FZIP system.

APPENDIX 6.2 - FLOW CHART ON IMPORT PROCEDURE



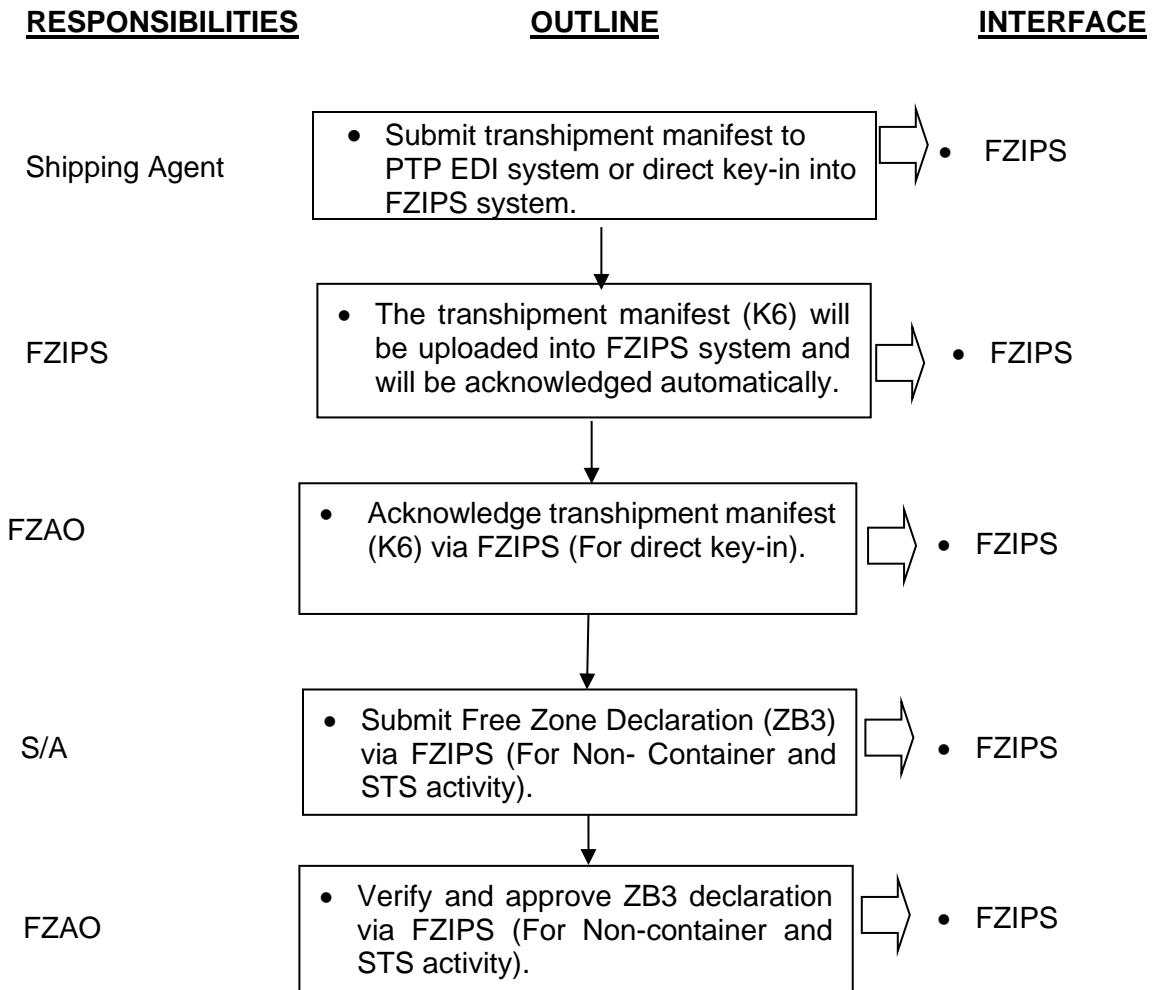
Notes:

- Shipping agent to submit Import manifest to FZA within 24 hrs of vessel arrival. (Except for short distance vessel)

Notes:

- ZB1 against Manifest

PROCESSING OF TRANSHIPMENT DOCUMENTATION



8. OBJECTIVE

- 1.1 To provide basic guidelines to shipping/forwarding agent/ Warehouse Operator in the transshipment documentation procedures of Port of Tanjung Pelepas (PTP) Free Zone Authority (FZA) in order to ensure overall effectiveness of port operation where PTP is both the port operator and Free Zone Authority.
- 1.2 To ensure, keep and maintain proper records for any goods transit to PTP Yard Terminal area

9. SCOPE

- 2.1 FZA to carry out duties and act as authority within PTP Free Zone area.
- 2.2 To comply and maintain transshipment procedures as specified under Free Zone Act 1990, Free Zones Regulations 1991 and other OGA related regulatory act.

10. DEFINITION

- 3.1 PTP
Port of Tanjung Pelepas
- 3.2 FZA
Free Zone Authority
- 3.3 FZAO
Free Zone Authority Officer
- 3.4 K6
Transshipment manifest
- 3.5 SA
Shipping Agent that represent the ship owner
- 3.6 FZIPS
Free Zone Information Processing Systems
- 3.7 EDI
Electronic data Interchange

11. REFERENCES

- 4.1 Standard Practice for ZB3 Declaration
- 4.2 FZIPS Online User Manual
- 4.3 Free Zones Act 1990 and Free Zone Regulations 1991
- 4.4 Customs Act 1967

12. RELEVANT RECORDS

- 5.1 FZIPS and Navis

13. APPENDICES

- 6.1 Guideline on Declaration Procedures within PTP Free Zone Area
- 6.2 Flow chart on transshipment procedure

14. PROCEDURE DETAILS

7.1 Shipping Agent

- 7.1.1 Shipping agent shall submit transshipment manifest to PTP EDI system or direct key-in into FZIPS system.

7.2 FZIPS

- 7.2.1 The transshipment manifest (K6) will be uploaded into FZIPS system and will be acknowledged automatically.

7.3 FZAO

- 7.3.1 Acknowledge transshipment manifest (K6) via FZIPS (For direct key-in).

7.4 Shipping Agent

- 7.4.1 Submit Free Zone Declaration (ZB3) via FZIPS (For Non- container and STS activity).

7.5 FZAO

- 7.5.1 Verify and approve ZB3 declaration via FZIPS (For Non-container and STS activity).

**APPENDIX 6.1 –
03-Apr-2018GUIDELINE ON DECLARATION PROCEDURES WITHIN PTP FREE ZONE AREA**

FOREWORD

Port of Tanjung Pelepas has been accorded the Free Zone status by the Government of Malaysia in April 1998. Subsequently, the Minister of Finance in June 1999, has appointed Port of Tanjung Pelepas Sdn Bhd (PTPSB) as the Free Zone Authority.

This appointment is a crucial factor in order to facilitate and ensure overall effectiveness of port operation where PTPSB is both the port operator and Free Zone Authority.

As a Free Zone Authority, PTPSB is responsible to have a record on Declarations and Manifest submission as stipulated in the Free Zones Act 1990 and Free Zone Regulations 1991.

It is the intention of PTP Free Zone Authority has documented a guideline on the declaration procedure within PTP Free Zone Area.

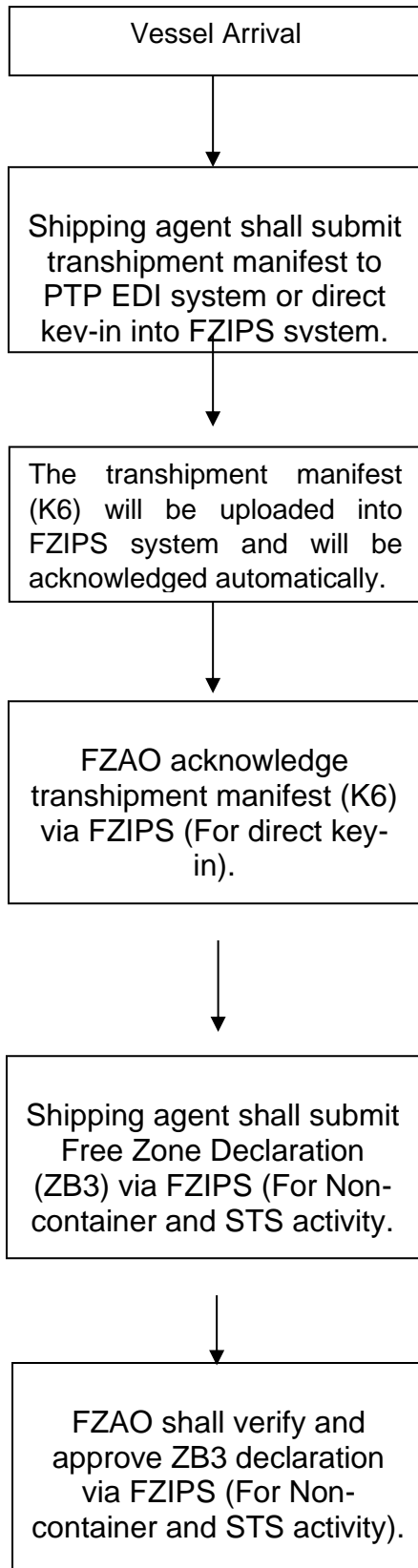
We hope that this procedure is useful to port users who shall deal with Free Zone Authority.

TRANSHIPMENT PROCEDURE FOR FREE ZONE CARGOES

1) CONTAINER TRANSHIPMENT PROCEDURE

- 1.1 Shipping agent shall submit transshipment manifest to PTP EDI system or direct key-in into FZIPS system.
- 1.2 The transshipment manifest (K6) will be uploaded into FZIPS system and will be acknowledged automatically.
- 1.3 FZAO will acknowledge transshipment manifest (K6) via FZIPS (For direct key-in).
- 1.4 Shipping agent shall submit Free Zone Declaration (ZB3) via FZIPS (For Non-container and STS activity).
- 1.5 FZAO shall verify and approve ZB3 declaration via FZIPS (For Non-container and STS activity).

APPENDIX 6.2: FLOW CHART ON FCL LADEN CONTAINER TRANSHIPMENT PROCEDURES



Notes:

- Shipping agent to submit transshipment manifest within 24 hrs from ATA of vessel arrival

Notes:

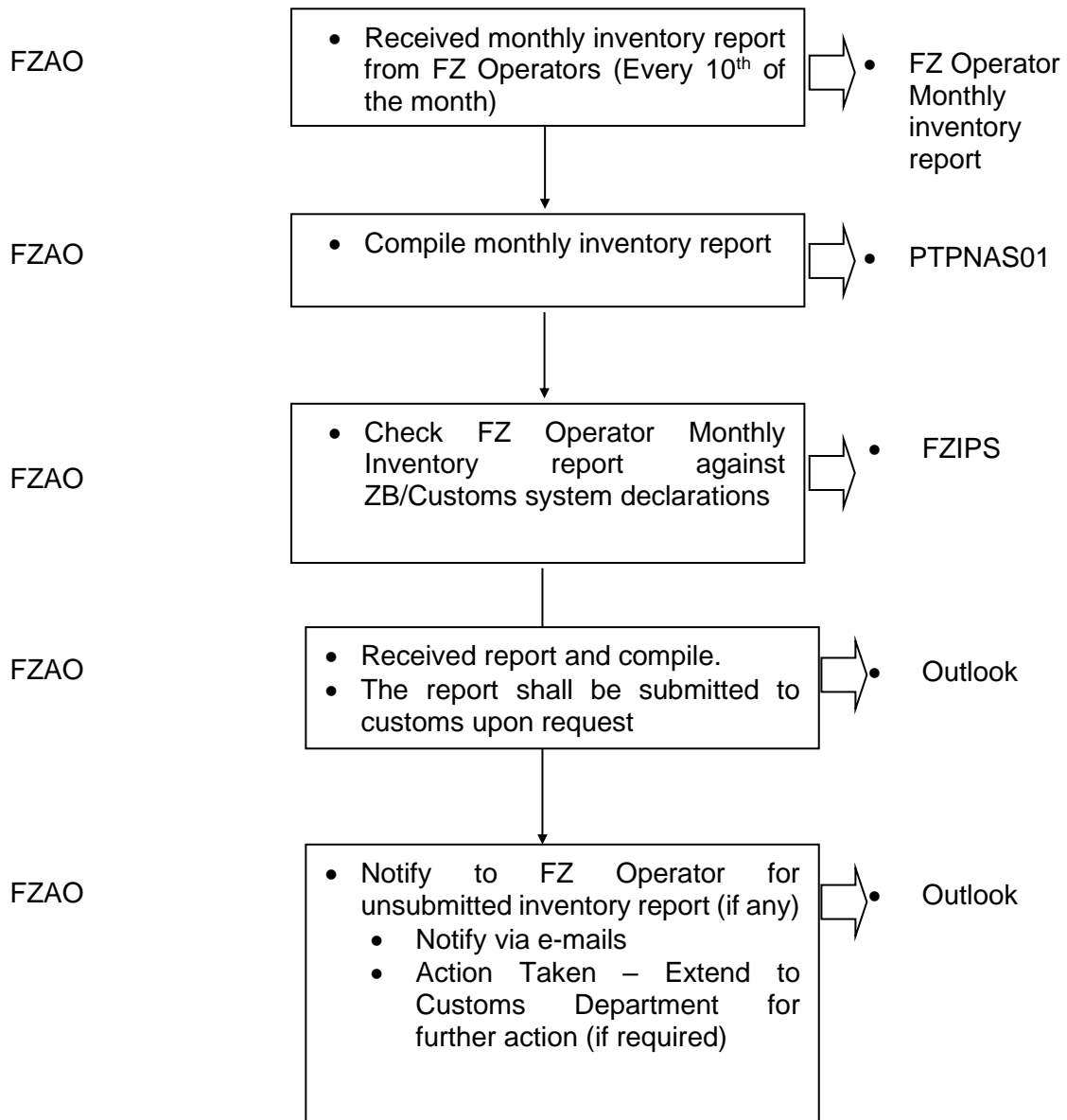
- ZB3

MONITORING OF FREE ZONE OPERATORS DECLARATION

RESPONSIBILITIES

OUTLINE

INTERFACE



15. OBJECTIVE

- 1.1 To monitor all FZ Operators declaration and activities complying the Rules and Regulations as stipulated in Free Zones Act 1990.

16. SCOPE

- 2.1 FZA to carry out duties and act as authority within PTP Free Zone area.
- 2.2 To comply and maintain documentation procedures as specified under Free Zone Act 1990, Free Zones Regulations 1991 and other OGA related regulatory act.

17. DEFINITION

- 3.1 PTP:
Port of Tanjung Pelepas.
- 3.2 FZA:
Free Zone Authority.
- 3.3 FZ:
Free Zone.
- 3.4 FZAO
Free Zone Authority Officer that is authorized to approve Free Zone declaration forms and releasing of cargo.

18. REFERENCE

- 4.1 Navis Express System
- 4.2 Free Zone Information Processing System (FZIPS).

19. RELEVANT RECORDS

FZ Operators Monthly Inventory Report.

20. APPENDICES

- 6.1 Nil

21. PROCEDURE DETAILS

7.1 FZAO

7.1.1 Received Monthly Inventory Report from FZ Operators.

7.2 FZAO

7.2.1 Compile Monthly Inventory Report for each FZ Operator. The report contains information such as:-

- Shipper
- Date Delivery
- Goods Description
- Quantity
- Customs/ FZ Declaration Number
- Value

7.3 FZAO

7.3.1 The following information on the Monthly Inventory Reports shall be checked and tally against the ZB/Customs system declarations

7.4 FZAO

7.4.1 Received report and compile. The report shall be submitted to customs upon request.

7.5 FZAO

7.5.1 Notify to FZ Operator for unsubmitted inventory report (if any) to be done as per follow actions:-

- Notify via e-mails
- Action Taken – Extend to Customs Department for further action (if required).

NOTICE OF LONG-STANDING CONTAINERS AT TERMINAL

1. OBJECTIVE

- 1.1 To provide basic guidelines for Pelabuhan Tanjung Pelepas (PTP) in order to issue notice for any long-standing or abandoned containers in PTP's Terminal Yard as stipulated under Regulation 34(1) to 34(4) of Free Zones Regulations 1991.
- 1.2 To ensure proactive action is taken by PTP through the issuance of Reminder Letter(s) to the box operator(s) before the container(s) or cargo(es) are auctioned by the Free Zone Authority (FZA).

2. SCOPE

- 2.1 FZA to carry out its duties and act as the authority within PTP's Free Zone area.
- 2.2 To comply and adhere to the procedures of Reminder Letter(s) issuance for any long-standing or abandoned containers in PTP's Terminal Yard.

3. DEFINITION

- 3.1 **PTP** : Pelabuhan Tanjung Pelepas
- 3.2 **FZA** : Free Zone Authority
- 3.3 **FZ** : Free Zone
- 3.4 **PTPOPS** : PTP's Operation Department
- 3.5 **PTPCOM**: PTP's Commercial Department

4. REFERENCE

- 4.1 Free Zones Act 1990 and Free Zones Regulations 1991
- 4.2 Working Instruction WI-FZA-003-XXX Auction Process

5. RELEVANT RECORDS

- 5.1 Long-Standing Report by PTPOPS.

6. APPENDICES

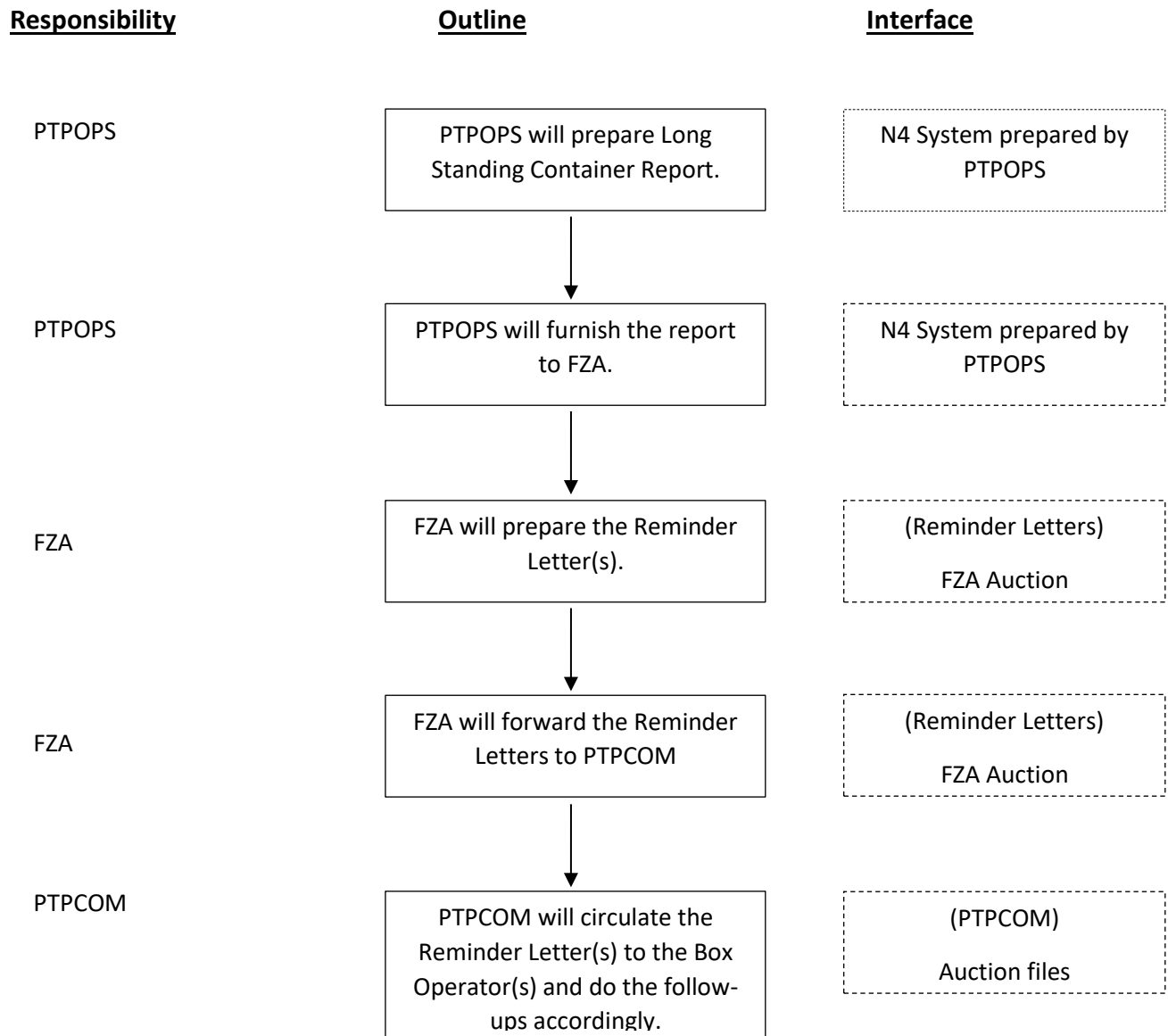
- 6.1 Flow chart on Reminder Letter(s) issuance.

7. PROCEDURE DETAILS

- 7.1 PTPOPS to prepare the final monthly Long-Standing Container Report and furnish the same to FZA every second day of the following month.

- 7.2 FZA will prepare the appropriate type of Reminder Letter(s) based on the number of long-standing days as below:
- a. 1st Reminder Letter (between 31 – 60 days)
 - b. 2nd Reminder Letter (between 61 – 90 days)
 - c. 3rd Reminder Letter (between 91 – 120 days)
 - d. Final Reminder Letter (between 121 days and above)
- 7.3 FZA will furnish the Reminder Letter(s) to PTPCOM.
- 7.4 PTPCOM will circulate the Reminder Letter(s) and follow-up accordingly with the box operator(s).
- 7.5 FZA will proceed for auction process after the Final Reminder Letter being sent out to the box operator based on Auction procedure of Working Instruction WI-FZA-003-000 (after the 14 days grace period).

APPENDIX 6.1 - Flow Chart on Reminder Letter(s) Issuance



ANNEXURE C

STANDARD OPERATING PROCEDURES FOR PTP-LINER OPERATIONAL PROCEDURES

1. GENERAL

The purpose of this document is to describe the operational procedures and instructions for the handling of containers and vessels at the Port Tanjung Pelepas as a guideline for Vessel Operators and Container Operators.

PTP Operations will only be able to handle vessels and containers from those Vessel Operators and Container Operators who have a contract or service agreement with the Port.

1.1 EDI.

PTP intends to receive instructions from its customers and provide confirmation on execution of these instructions via standard EDIFACT messages. PTP will strive to meet the needs of those customers who are not able to send or receive such standard instructions via EDI but have other means of electronic communication.

For all electronic communication a manual back up will be available.

Shipping Lines and Container Operators capable of providing information and instruction via EDIFACT EDI messages can make an agreement with PTP based on the following processes:

• Message:	Type:	Sender:
• Discharge order	COPRAR	Container operator
• Load order	COPRAR	Container operator
• Stowage plans for arriving vessels	BAPLIE	Vessel operator
• Stowage / loading instructions	MOVINS	Vessel operator
• Container gate receipt	CODECO	Stevedore
• Container gate departure	CODECO	Stevedore
• Stowage plan for departing vessels	BAPLIE	Stevedore
• Vessel departure report	VESDEP	Stevedore
• Load confirmation	COARRI	Stevedore
• Discharge confirmation	COARRI	Stevedore
• Vessel Terminal Performance Report	TPFREP	Stevedore
• Delivery order (release)	COPARN	Container Operator
• Port Invoice	INVOIC	Stevedore

The timing of sending these messages depends on the agreements with the parties involved.

1.2 ABBREVIATIONS.

PTP	=	Port Tanjung Pelepas
CFS	=	Container Freight Station
CHC	=	Container Haulage Company
CO	=	Container Operator
CY	=	Container Yard
EDI	=	Electronic Data Interchange
EIR	=	Equipment Interchange Receipt
ETA	=	Estimated Time of Arrival (Pilot Station)
ETC	=	Estimated Time of Completion of operation
ETD	=	Estimated Time of Departure
ETS	=	Estimated Time of Start operations
FA	=	Forwarding Agent
FLT	=	Fork Lift Truck
FTZ	=	Free Trade Zone
HHT	=	Hand Held Terminal
OPD	=	Operational Port of Discharge (First water port)
MHC	=	Mobile Harbour Crane
POD	=	Port of Discharge (Last water port)
PM	=	Prime Mover
RF	=	Radio Frequency
RS	=	Reach Stacker
RTG	=	Rubber Tired Gantry Crane

1.3 General customs formalities.

Malaysian customs procedures are in force.

PTP operates under a customs free zone agreement.

Customs arrangements are co-ordinated by PTP Free Zone Department.

PTP has installed a computer system to arrange for clearance of cargo and ships with customs.

1.4 Marine activities.

Prior permission must be obtained from the Tg. Pelepas Port Control Office for any vessel movement. All vessels operating within the Port limits are under surveillance of the PTP Port Radar System (PRS).

PTP Marine Department provides pilotage and tug services.

Lines men and berth allocation are executed by the operations department.

1.4.1 Pilotage

Pilotage is compulsory within the limit of PTP. Such service is provided by Port of Tanjung Pelepas Sdn Bhd round the clock. Minimum 7 days notification of ETA shall be given to Port Control Centre. Upon submission of the Registration Forms, a Vessel Call Number (VCN) will be generated.

1.4.1.1 Booking Pilot Service

For arrival of vessel: 3 hours minimum notice is required for pilot booking.

For vessel departure: 3 hours minimum notice required for pilot booking.

Vessel particulars for pilots shall be submitted by every vessel only once for PTP's Marine Service Records.

1.4.2 Charts

PTP Charts have been published by the British Admiralty –namely BA2570, BA2587, BA3833, BA4038 and by the Royal Malaysian Navy (RMN, MAL5123).

1.4.3 COMMUNICATION

VHF radio communication can be established with PTP Control as follows:

Channel 1 – PTP emergencies/Standby

Channel 83 – PCC (Port Control Centre) to ships, piloting

Channel 64 – Port Operations, Tugs, Pilots

1.4.4 Pilot boats

PTP operates with two pilot boats.

1.4.5 Tug Boats

The Shipmaster –with the advice of the pilot- shall determine the number of tugs to be employed, but the Port Operator may stipulate a minimum number of tugs to be employed based on the LOA and the draft of the vessels.

All tugboats have fire-fighting equipment and 25ton to 40ton bollard pull with 3000-3200 horsepower.

1.4.6 Marine Activity Permit

PTP requires the owner, agent or master of vessel and person in charge of contractors requiring any marine activities i.e. diving, immobilize engines, lifesaving drills and other related activities to obtain the permit. This permit can be requested by;

- a. Fax : 07-5071407
- b. E-mail : PTPRO@ptp.com.my
- c. By Hand : at PCC Level 7, Block A

For further information, pls refer to PTP Marine Information Guide.

2. LANDSIDE OPERATIONS

The land side operations entails all gate movements and all intra terminal movements between the CY and special areas inside the gate like CFS, Empty depot, customs area, railhead, etc.

2.1 GATE OPERATIONS.

PTP controls access of truckers to the terminal. Trucks are only allowed on the terminal for container handling activities when they are registered via the pre-arrival notification procedure. Vehicles other than container trucks and all persons are registered and checked on access permits by PTP security. Access permits can be obtained from the PTP security department. Trucks delivering containers to PTP will not be allowed to carry passengers while on the facility. While in the PTP operational area all persons are to observe the PTP safety rules and regulations, non-compliance to these rules will lead to immediate extradition from the terminal. All visitors move in the operational area on their own risk. When moving on foot a hard hat is mandatory, visitors may obtain hard hats from the security department. Operational traffic always has the right of way over other vehicles.

PTP security performs a computerised exit validation for containers. Other vehicles and persons are subject to inspection by the PTP security department. Containers are only allowed to leave the terminal upon instructions received from the Container Operator, provided Malaysian customs does not restrict the container from leaving the Terminal.

The PTP gate is equipped with RF tag readers for fast processing and identification of trucks. All Hauliers are required to install these RF tags on the trucks to access the PTP terminal.

2.1.1 Import Containers

Empty containers imported from the FTZ area (container terminal) into the country are eligible for customs duties. Any empty container to be picked up from the Terminal has to be pre-declared at Customs.

The Terminal will store these pre-declared empty containers segregated from empty containers to be used for transshipment. The container operator must provide -preferably prior to discharge- the list of empty containers that will have to be stored for import use. The Container Operator is responsible for the declaration to local Customs.

The procedures for import empty containers and laden containers are the same except where specifically stated otherwise.

Import containers become in principle available immediately after departure of the vessel. Special arrangements such as direct delivery from the vessel are possible.

2.1.1.1 Release By The Container Operator

The Container Operator will provide PTP with a release instruction for an import container(s) before the trucking via the haulier is arranged.

The Container Operator will ensure that the container is released by customs before the release to the Terminal is processed. The Container Operator will perform the release instruction through an EDI (COPARN) message or via Internet web access, informing the PTP port system. If both are not possible, the Container Operator will send the container release instruction via e-mail or fax to the Operation Support Centre (OSC).

PTP will provide an instruction manual and training in case the Container operator chooses for EDI transaction or Internet web access.

The container release instruction from the Container Operator shall contain:

- The container prefix and number (for empty containers this field may be omitted and only the number of containers of a certain size type can be given)
- Size/type
- Full/Empty status
- Container Operator
- The "release to" party (Forwarding Agent approved by the port. He ensures that the container is customs cleared before gating out.)
- The haulier assigned by the forwarding agent.
- A release reference code
- Special release instructions

The security will be covered by a mutual agreed protocol in the EDI message, a personal log-on code for web transactions and signature verification in case of fax and email release instruction.

2.1.1.2 Pre-arrival notice (in case of edi transmission or internet web access ptppcop.ptp.com.my)

In order for PTP to process the pick-up of any import containers by haulier truckers a pre-arrival notice must be available.

The pre-arrival notice can be sent via an EDI (COPARN) message or performed via Internet web access informing the PTP port system.

If both are not possible the forwarding agent will provide the pre-arrival notice via e-mail or fax to OSC (Operations Support Centre). PTP will provide an instruction manual and training

in case the forwarding agent chooses for EDI transaction or Internet web access.

The Forwarding agent will nominate the Haulier Company and assign a pick-up reference.

This nomination will only be accepted when the Forwarding agent matches the release information of the Container Operator.

The Haulier company will provide the necessary pre-gate information. The pre-gate information will only be accepted when the Haulier present the release code mentioned in the nomination information from the Forwarding Agent.

The back-up procedure is based on fax message or other written statements provided to the OSC.

The pre-arrival information by the forwarding agent will always contain:

- The container prefix and number
- Size/type
- Container operator
- Full/Empty indicator
- The release reference code mentioned in the release instruction.
- Haulier identification.
- Truck identification number (RF tag number or number painted on the truck)
- Expected date and time of delivery

2.1.1.3 Pre-gate and terminal processing truck

Upon arrival at the Terminal the pre-arrival information in the operations system is checked against the identification of the truck. The identification can be either a RF ID tag or the number painted on the truck.

The haulier driver shall show the K1 form (photocopied) to the gate clerk.

The clerk will check in the computer system that the container is free for delivery. In case of any discrepancy or customs hold the truck will be directed to the OSC for further processing. For import containers, Customs status will be on "hold" upon discharged. The forwarding agents must ensure it cleared and released by Customs before assigning trucker for delivery. For empty containers, it will be automatically released in the system. However, declaration to Customs office still requires.

After verification the driver will receive a terminal routing and pick-up instruction and will be able to proceed to the yard location where the container is stored. This transaction will result in a delivery instruction to the lifting equipment (RTG) assigned to the area where the container is located.

The instruction to the RTG will include the truck number of the haulier to ensure that the container is placed on the correct chassis.

It is the CHC responsibility that the chassis is capable of receiving the container as indicated in the release and pre-arrival notice, that the container is secured on the chassis and that the combination complies with the police and safety regulations for road traffic. It is the CHC responsibility to check the container on damage and labelling.

In case the driver detects damage or missing labels, he must immediately proceed to the OSC for registration and verification.

2.1.1.4 Out-Gate Processing

When the haulier prime mover arrives at the port out gate, the PTP security personnel will perform the exit verification via a HHT (Hand-Held Terminal).

The verification consist of:

- Verify the truck number.
- Verify the container number and its check digit.
- Inspect the seal number and its intactness. In case more than one seal is detected, the seal on the left handle of the right door will be inspected.
- Inspection of the exterior physical condition for visible damages. An 'equipment interchange report (EIR) will be produced regardless the result of this inspection. A copy of the EIR will be handed over to the driver.

For import containers the haulier prime mover driver shall produce a duplicate copy of released Customs form i.e. K1 form to be sighted by customs officer – only Customs released container are allowed to leave the port main gate.

The confirmation on exit by the Security personnel is registered in the Terminal' system as an indication that the delivered container cycle is completed.

On request PTP will send a CODECO EDI message to the Container Operator as proof of delivery. If requested PTP can in addition to or substitute of the EDI message provide a daily activity report on all gate transactions.

PTP will keep a log of equipment interchange receipt registrations and of the truck-turn-around time. These reports are available on request.

The truck-turn-around time is registered from the time a routing instruction is provided to the haulier driver until the verification process in the gate-out is completed.

2.1.2 Export container procedure

The delivery of export containers is subject to time window agreements with the Vessel Operator. Containers delivered outside this window will be rejected at the gate. Container Operators and Hauliers need to refer to the Vessel Operator to obtain information about these windows. Exceptions will only be accepted by PTP under a formal agreement with the Vessel Operator. Container operator is required to send "**Late Acceptance Request**" to PTP Planning Section for approval.

Export containers can only be delivered when the Terminal knows the vessel/voyage number on which the containers are to be loaded. The Vessel Operator shall inform the Terminal

Operator of expected vessel movements at least 24 hours before the containers arrive through the gate.

Empty containers can be delivered to the terminal in import or export status. For export status the procedure is exactly the same as for laden containers. Delivery of empty containers in import status will be described in a separate chapter.

2.1.2.1 Pre-advise of export container

By the Container Operator:

The Container Operator will provide PTP with a pre-arrival advice of any export container before the trucking via the haulier is arranged.

The Container Operator or the Forwarding Agent on his will ensure that the container is cleared and released in the system by customs before arrival of the container at the Terminal gate.

Only released container will be planned for loading.

The Container Operator will perform the booking notification through an EDI (COPARN) message or through Internet web access, informing the PTP port system.

In case no EDI-COPARN message can be sent a transaction in PTP operations system via the Internet web access must be performed. PTP will provide an instruction manual and training in case the Container Operator chooses for EDI transaction or Internet web access.

If both are not possible the backup procedure is based on fax message or other written statements provided to the OSC.

The container pre-arrival notification shall contain:

- Container prefix, number and check-digit.
- Container ISO size/type
- Port of Discharge
- The vessel's name and voyage number the container will depart on.
- Gross container weight
- IMO DG classes in case of dangerous goods.
- Reefer setting temperature in case of "life" reefer.
- OOG measurements in case of an OOG container.
- Special stowage or terminal acceptance instructions.
- Customs status upon arrival.
- Haulier name and reference.

The Container Haulage Company:

The CHC will provide PTP with a pre-arrival notice before sending the truck for pick up to the Terminal.

The CHC will create the pre-arrival notice via a transaction on the PTP operations system via the Internet web access. Upon request PTP will provide an instruction manual and training for these transactions to the CHC.

The back-up procedure is based on fax message or other written statements provided to the OSC, by the Container Operator.

The pre-advice shall contain:

- Container prefix, number and check-digit
- Reference Number
- Truck Identification (RF tag)
- Estimated arrival time on the terminal

2.1.2.2 Pre-gate and terminal processing

Upon arrival at the Terminal the pre-arrival information of the haulier is checked against the identification of the truck. The driver must be able to identify himself upon request by PTP Gate by showing driving license or work ID.

The haulier driver shall provide to the gate clerk. The customs documents for verification. The clerk will perform the following physical checks against the information received in the pre-advice:

- Verify the trucker identification and number painted on the truck.
- Verify the container prefix, number and check digit.
- Verify the size/type of the container. (ISO)
- Inspect the seal. In case multiple seals are detected, the seal on the left handle of the right door will be registered.
- Inspect the condition of the container. In case of visible damage, a damage report will be issued.
- For empty export container the empty status will be checked, for that purpose the trucker has to open the door.
- If the container is carrying DG goods, the Gate clerk will check for the correct IMO labels.
- If the container is a live reefer the Gate clerk will check that same is registered as such in the Terminal' system.
- Full export containers will be weighed on the scale next to the main gate.
- Verify OOG dimensions

In case of discrepancies the truck will be sent to the OSC for further processing. The OSC will investigate the source of the discrepancy.

- In case no pre-advise has been received the truck will be send off the Terminal via the gate out. For this purpose the trucker will receive a special receipt to be shown to the security personnel at the gate out. The trucker will have to contact his dispatcher to arrange for a proper pre-arrival notification.
- In case of discrepancies with the truck identification or the container identification numbers the procedure is considered as if the pre- gate was not received and the trucker will be requested to contact his dispatcher to arrange for a new arrival notice to be sent.
- In case of deliveries in advance of or after the approved delivery period the procedure is considered as if the pre- gate was not received and the trucker will be requested to contact his dispatcher to arrange for a new arrival notice to be sent.
- In case of a customs hold the customs officer on duty will be called by the OSC to co-ordinate further actions required by customs.

- In case of a discrepancy of the size/type the gate clerk may update the computer system according to the registration on the container.
- In case of damage to the container an Equipment Interchange Report will be created stating the extent of the damage. The gate supervisor shall have the container parked at the Operation Support Centre area. The gate supervisor will inform the Container Operator or his agent of the damage.
- In case the container is so damaged that the safe handling of the container is restricted or its contents may be damaged, the container will be rejected and the driver sent to the out gate. Exception to this can be given when the Container Operator requests the container to be sent to the CFS for re-handling.
- In case of Dangerous Cargo and no labels are attached to the four (4) sides of the container the driver will be supplied with the proper placards and will be requested to attach them before he gets permission to proceed onto the Terminal.
- In case no Container Operator seal is attached or in the wrong place, the driver will be supplied with a new seal and told to seal the container properly. The Container Operator is to supply seals to the PTP gate for this purpose. The new seal number will be registered in the system.
- Reefers will be checked on proper functioning and setting upon connection to power in the reefer yard. Any discrepancies between actual temperatures, settings and pre-advice information will be communicated to the Container Operator immediately.
- For all above discrepancies and special registrations an exception report will be created in the form of an EIR. The driver will be requested to sign the EIR for notification. One copy of the EIR will be given to the driver, one will be send to the SA and one will be kept on file by PTP. This procedure can be changed in electronic registration and notification at any time in which case the driver will only receive a notification slip.

After verification and registration, the driver will receive a terminal routing and delivery instruction and will be able to proceed to the yard location where the container is to be stored.

This transaction will result in a pick-up instruction to the lifting equipment (RTG) assigned to the area where the container is to be stored.

The instruction to the RTG will include the truck number of the haulier to ensure that the correct container is taken from the chassis.

It is the CHC responsibility that the container is unlocked/unlashed from the chassis before the container arrives at the assigned yard location. Any damage to the truck, the chassis, the container or the container lifting equipment as result of non-compliance to this rule is for the full accountability of the CHC.

For export containers, Customs status is automatically “hold” upon entering the terminal. The forwarding agents must ensure all containers in “released” status before the vessel arrival. In case of container requires inspection by Customs or others authorise department, it must be done before the vessel arrival. Only “released” containers will be planned for loading into the outbound carrier.

2.1.2.3 Out-gate processing

When haulier prime mover arrives at the port gate, the gate personnel will verify the prime mover number against the system via a HHT. The gate personnel will ensure that the truck

leaves the terminal with an empty chassis. In case the driver picked up an import full or empty container the procedure for import full and empty containers applies.

2.1.3 Empty import container delivery procedure

Empty containers delivered at the gate may be re-used for loading in a later stage for which purpose they have to remain in import status.

The process of pre-arrival and pre-gate transactions is the same as for export containers. Only the terminal handling and storage is different.

After verification and registration the driver will receive a terminal routing and delivery instruction and will be able to proceed to the empty Depot yard where the container is to be inspected on damage and cleanliness. Depot charges will apply.

In the empty Depot a full inspection on the condition of the container will take place. This will result in an EIR registration as described in the export container acceptance procedure.

Depending on the contract with the Container Operator cleaning and repair services will be executed in the depot / repair area.

It is the CHC responsibility that the container is unlocked/unlashed from the chassis when the container arrives at the empty container yard. Any damage to the truck, the chassis, the container or the container lifting equipment as result of non-compliance to this rule is for the full accountability of the CHC.

2.2 INTRA TERMINAL TRANSPORT.

2.2.1 CFS and warehouse procedures

PTP Gate and Internal Transport will provide transportation services between the CY and the CFS area. Containers will be positioned at the warehouses according to instructions received from the warehouse operator, as appointed by the Container Operator.

Once containers are delivered to the CFS or warehouse area the warehouse or CFS operator takes over responsibility for storage and handling. The Container Operator will have to release the container before the transport to the warehouse can be started.

Timing:

Time period allowed between connecting carriers for CFS cargo must be minimum 24 hours from first vessel departure to connecting vessel arrival.

At vessel arrival, all export CFS loads must be in the CY for final planning. Containers not in the CY location will not be planned to load on the vessel.

2.2.2 CFS container movement procedure.

Movement of Containers from Container Yard to CFS / warehouse

1. Full to CFS – (stripping move)

CFS personnel provide an instruction to deliver containers for stripping at the CFS to the PTP CFS gate clerk via e-mail or fax the workday preceding the required move to take place. The instruction shall include the container prefix and number, the required time of delivery to the CFS and the location (warehouse number and slot)

Upon receiving above list, the gate clerk shall plan container movements.

The PM's pooled for CFS movement will receive an instruction to pick up the containers to be sent to CFS based on the time planning received in the instruction.

Once the container reaches the CFS out gate, the CFS gate clerk shall confirm the container as delivered.

When container stripping is completed, CFS personnel shall change the container status via the Internet Web Access in the Terminal system.

2 Empty to CFS – (stuffing move)

CFS personnel will provide an instruction to deliver containers for stripping at the CFS to the PTP CFS supervisor via e-mail or fax the workday preceding the required move to take place. The instruction must contain the container size type for general purpose containers or container prefix and number for special containers, the required time of delivery to the CFS and the location (warehouse number and slot)

Based on this instruction, the PTP-CFS supervisor will instruct the planning section to nominate empty transshipment containers for CFS stuffing purposes.

Upon receiving nominated container list, the gate clerk shall plan container movements. The prime mover pooled for CFS movement will receive instruction to pick up the containers to be sent to CFS.

Once container reaches CFS out gate, the CFS gate clerk shall confirm the container as delivered.

Movement of Containers from CFS to Container Yard

Empty to Yard – (storage move)

Upon completion of stripping, CFS personnel shall update the PTP system with the new status of the container through the Web access.

After the update CFS personnel will provide the instruction to move the empty container numbers to PTP CFS gate clerk via e-mail or fax.

Upon receiving above list, the gate clerk shall plan container movements for storage. The prime mover pooled for CFS movement will receive instruction to retrieve the empty container from CFS to the yard.

Once container reaches CFS in gate, the CFS gate clerk shall confirm the container as received into the Terminal.

The prime mover shall head to location which is shown in the VMT and the RTG will pick it up and stack to the location as instructed and confirm it.

Full to Yard – (export move)

Upon completion of stuffing, CFS personnel will update the status change from empty to full, loading to which vessel / voyage, for what POD and weight via the Internet Web Access.

After the update CFS personnel will provide the instruction to pick-up the full export container numbers to PTP CFS supervisor via e-mail or fax.

Upon receiving above list, the gate clerk shall plan container movements for exports accordingly.

The prime mover pooled for CFS movement will receive instruction to retrieve stuffed export container from CFS and send it to the yard location allocated by the system.

Once container reaches CFS in gate, the CFS gate clerk shall confirm the container as received into the Terminal.

The prime mover shall head to location which is shown in the VMT and the RTG will pick it up and stack to the location as instructed and confirm it.

2.2.3 Transport To And From The Rail Terminal

The rail facility inside the terminal named as RCTS (Rail Container Transfer Station). The RCTS yard is equipped with offices housing for PTP staff and KTMB personnel. A weighing scale is provided and loading / off loading activities are done by RTGs (Rubber Tyre Gantries) or Reach stackers. All containers handling task at RCTS with KTMB and Container Operator coordinate and run by PTP Gate & ITT Department, Rail Section.

Train Schedule / ETA and Delay.

KTMB shall provide a daily and up to date weekly train arrival schedule informing the train number and train trip no. to PTP-Rail department either via email, fax or hard copy submission.

Contact address / no.

1.1	Email	PTPRail@ptp.com.my
1.2	Fax	607- 5042109 Attn: Gate & Rail Executive.
1.3	Hard copy submission	PTP RCTS Office
1.4	Email	berthplanning@ptp.com.my
1.5	Email	PTPplanning@ptp.com.my

Information on ETA (Estimated Time of Arrival) at PTP.

Before the train arrival at the RCTS, KTMB Centralized Traffic Controller in Skudai shall notify the KTMB RCTS Supervisor of train's ETA. KTMB RCTS Supervisor shall then relay the information to PTP Rail Supervisor either by telephone or by direct personal contact once the former receives the notification.

KTMB Centralized Traffic Control also should send the notification of train delayed to PTP Rail section, PTP-Berth Planning Section and PTP-Planning Department for decides whether or not to plan the container to load the vessel. Closing time or End Receive time for all incoming container is 8 hours before the vessel ETA.

KTMB also should provide the list of wagon type that will operate at PTP RCTS to be registered in port system.

Inbound Train / Export Container.

Pre-advise by the Container Operator or Forwarding Agent.

When shipper intends to dispatch export containers via train to the port, the Container Operator or his agent shall provide PTP-Rail department with the pre-advise or booking of exports containers for a vessel and voyage.

The pre-advise shall be done via port system 12 hours before the closing time OR

The pre-advice shall be submitted to PTP-Rail department, at least 8 hours before train arrives at the port by either EDI, email, fax or KTMB system print-out (hard copy) hand submission.

The pre-advice details shall consist the following

- Container number
- Status - Full or Empty
- Category - (Export/Import)
- Seal Number
- Discharge Port (PTP)
- Size/Type/Height - ISO Code
- Gross Weight
- Origin
- Notes (optional)
- Wagon No
- Train number and Train Trip.
- IMO class for DG cargo
- OOG or Over Dimension Measurements.

In case of discrepancies or damage / leaking found during the discharge, containers will be HOLD for further planning as RCTS area until confirmation received from the Container Operator or Forwarding Agent.

Any Customs Inspections or formalities, the Forwarding Agent representative must ensure it done before the container discharge. Only containers released by the Liner and Government Agencies will be planned for further movement.

Outbound Train / Import Container

Pre-advice for outbound containers from the Container Operator.

3 days prior to vessel arrival the Container Operator should release the boxes in port system or submit the notification to PTP-Rail Section by email or fax, the rail container count (quantity) and TEU's to be discharged from vessel and destination hub.

24 hours prior to vessel arrival the Container Operator or his appointed Forwarding Agent should make the pre-advise in port system OR submit the notification to PTP-Rail Section, the containers that are to be delivered out to the consignee. These container numbers should be assigned to rail coded on carrier.

Forwarding Agent is responsible to request for bare wagons to KTMB. Based on the above consignee's pre-advice or rail bookings, Forwarding Agent shall submit the request for bare wagons by email, fax or hard copy submission to KTMB RCTS office at least 2 days in advance before service is required. In order to request the correct number of bare wagons, Forwarding Agent would also need a report from KTMB on how many full wagons are heading to PTP.

Any Customs Inspections or formalities, the Forwarding Agent representative must ensure it done before the container loading. Only containers released by the Liner and Government Agencies will be mounted onto the wagon.

2.2.4 Transport to and from the (customs) Inspection Areas

The Customs Inspection Area is situated in dedicated yard area's which are officially registered as being outside the free zone agreement.

Containers are selected by customs for inspection. In most cases these inspections will take place while the container is on the external haulier truck. In these cases the trucker will be directed to the inspection area and inspection will take place while the container is on the chassis.

In some cases the containers must be positioned in the yard area for a longer period to allow for the checks to take place, or containers must be moved to general inspection area's for non-customs inspections.

Into the inspection area:

The Container Operator / Freight Forwarder will instruct the gate and ITT group to move containers to the inspection area via a written instruction (e-mail or fax). The instruction must be given at least 4 hours before the move has to take place.

The instruction shall contain:

- Name of the company who orders the move (Container Operator, Freight Forwarder)
- Name of the company to be invoiced.
- Container prefix and number(s)
- Date and time the containers must be placed in the inspection area.
- Type of inspection or requested area.

Out of the inspection area:

After inspection the ordering party must instruct the Gate and ITT group to move the containers out of the inspection area. The containers can be placed back in the CY or directly on an external haulier chassis. The instruction shall be given at least 4 hours before the move has to take place.

The instruction shall contain:

- Name of the company who orders the move (Container Operator, Freight Forwarder) This must be the same as to ordering "in" party.
- Name of the company to be invoiced.
- Container prefix and number(s)
- Date and time the containers must be moved out of the inspection area.
- Next placement of container (CY, haulier truck, CFS, etc).

2.2.5 Transport to and from the on-dock empty depots

PTP will move containers between the on-dock empty depots and other Terminal areas upon instructions received from Container Operators.

These instructions may be in the form of a standard order to replenish a required volume in the depot or on specific container numbers to be moved. The instructions must be given to the gate and ITT group in writing.

When specific container numbers are required to move into or out of the depot(s) the information required is:

- Name of the ordering party.
- Container prefix and number(s)
- From location
- To location
- Date and time the move must be completed.
-

The Gate and ITT group will co-ordinate the transport directly with the Depot Operator.

2.3 Landside Reporting:

2.3.1 Gate movements

PTP will provide the Container Operator upon request with a copy of the equipment interchange prepared at the Gate.

PTP will provide the Container Operator with a CODECO arrival message for each container delivered to the Terminal. Timing and arrangement as per the agreement between the Container Operator and PTP

PTP will provide the Container Operator with a CODECO departure message for each container taken off the Terminal. Timing and arrangement as per the agreement between the Container Operator and PTP

2.3.2 Yard movements and storage

PTP will provide the Container Operator upon request or as per the Terminal agreement with a daily activity list for all containers delivered to and from the CY that day. The daily activity list can be sorted on type of activity and will provide the container prefix and number, the arrival/departure time, the mode of departure and the status of the container.

PTP will provide the Container Operator upon request or as per the Terminal agreement with a container storage list. This list will state all containers stored in the CY. The container particulars in the report can be agreed upon.

3. Quay-side operations

3.1 Vessel operations general

PTP will communicate and arrange vessel scheduling, port vessel operations and stowage planning for vessels including load and discharge instructions only with the Vessel Operator.

The Vessel Operator will follow up with any third party involved.

A Vessel Operator must agree and specify with PTP which Container Operators will be using the shipping services of the Vessel Operator through the port. Unless otherwise specified it will be assumed that for all containers discharged and loaded on the Vessel Operator's vessels, the Vessel Operator is the Container Operator.

Issues and information related to containers or cargo once stored on the CY will be communicated to the Container Operator only. This includes inspections and damage registration.

3.2 Vessel stowage and planning of stevedoring activities

Actual vessel stowage planning, load and discharge planning and quay-wall scheduling for all vessels on the Terminal will be performed by PTP Operations Planning Department. The

vessel planning is based on pre-planning S.I (Stowage Instructions) received from the Line's central planning office.

3.3 Berth allocation planning

The Vessel Operator will provide the Terminal with information about vessels calling the port in order for PTP to plan and organise berth allocation and resources.

The berth planning will be made regarding:

- Pro-forma vessel schedules
- Global vessel call information
- Detailed vessel call information
- Availability of quay-wall space
- Vessel connections.

When possible the Vessel Operator will provide PTP with a 'long term schedule'. This will include all vessels within the agreed proforma's at least one month ahead. The schedule will further be updated bases on the global and detailed vessel call information.

3.3.1 Pro-forma vessel schedules

The vessel service pro-forma berth windows are set between the vessel Line and PTP operations management under contract arrangement.

Unless otherwise requested vessels in these services will be planned to arrive and depart on this pro-forma berth window arrival and departure times.

In case a vessel is delayed on the pro-forma schedule PTP will try to sail the vessel as close to the pro-forma sailing time as possible provided this will not negatively affect other vessels schedules.

In case a vessel is arriving ahead of pro-forma but is not required to sail ahead on the pro-forma schedule PTP will try to accommodate the vessel at the quay-wall provided this would not negatively affect other vessels schedules.

In case a vessel has to sail ahead of the pro-forma sailing time PTP will try to accommodate that requirement provided this would not negatively affect other vessels schedules.

The vessel Line will provide per vessel service:

- The service code used by the line.
- The port rotation. This is a list of all the ports a vessel service calls including the UN location code for these ports and the line's code system for these ports if this would be different from the UNLOC.
- The names of the vessels operating in the service. This is a list with all the names of all the vessel which sail in the service including the international radio call sign and the line's code to identify the vessel.
- The pro-forma number of container lifts in discharge and load for the service. For transshipment operations a pro-forma port-pair estimate is required. Port-pair

Information is the number of containers from and to other services connecting to res. from this service.

PTP will use this information to allocate the preferred yard and berth space for the vessels.

Any changes in the service information must be communicated to the PTP Berth Co-ordinator immediately.

3.3.2 Global vessel call information.

The Vessel Operator is responsible to provide vessel arrival information to the PTP Berth Co-ordinator. The information can be provided via e-mail, fax or hard copy.

Global vessel call information to be given ultimately 7 work-days prior to the estimated vessel arrival date or at least 24 hours before the first containers to be loaded on the vessel arrives on the terminal, whichever is first. The information must consist of:

- Vessel name and call sign
- Vessel voyage number
- ETA
- Service code
- Estimated number of discharge and load moves.

This information is used to detect differences between the schedule and the pro-forma berth requirements and to create the vessels' visit number in the terminal operating and financial systems.

Updates to this information are required daily in case:

- The ETA changes more than 4 hours
- The service code changes
- The move count changes more than 10%
-

3.3.3 Detailed vessel call information

Detailed information shall be given for Line haul vessels ultimately 48 hours and all other vessels ultimately 36 hours before arrival at the dock. The information can be provided via e-mail, fax or hard copy.

The required information consists of:

- Vessel name
- Call sign
- Vessel voyage number
- ETA
- Required ETD
- Expected number of moves per vessel call split in:

Total discharge/load moves.

Off-standard discharge/load moves.

Working reefers discharge/load moves.

Empty container discharge/load moves.

IMO class 1 & 7 discharge/load moves.
Break-bulk information.
20ft/40ft split per hatch/bay.

Upon receipt of this information PTP will prepare the final berth and stevedoring labour planning.

3.3.4 Availability of quay-wall space

In case berth congestion causes problems with the quay-wall capacity due to delayed vessels, etc, PTP Berth Co-ordinator will consult the Vessel Operator to create the best workable solution.

3.3.5 Critical Vessel connections.

Critical connections to and from other vessels that may influence the vessel operation have to be announced to the PTP Planning ultimately 24 hours before vessel ETA to ensure proper priority setting for the quay-wall schedule.

A connection becomes critical when:

- The “Connecting from” vessel is expected to depart 8 hours or less before the ETA of the ‘second carrier’.
- Any hot connection will be reviewed on case by case basis.

3.4 Technical vessel information.

The Vessel Operator shall supply the Berth Co-ordinator with technical vessel information at least 7 days before arrival.

This information has to be provided when the vessel calls the port the first time, or whenever the previously supplied information has changed.

The required technical vessel information consist of:

For the whole vessel:

- Name of vessel
- Vessel radio call sign
- General or bay plan
- Stability/hydrostatic details.
- Length overall.
- Vessel container profile / container lay-out.
- Lashing plan/manual
- Requirement for one side mooring.
- Vessel capacity in TEU.

Per hatch/bay:

- Bay/hatch identification
- Hatch Cover design and type
- Longitudinal centre of gravity of container slots.
- Vertical centre of gravity of container slots.
- Transverse centre of gravity of container slots.

- Width of hatch/deck in container slots (cells).
- Depth of hatch/deck in container slots (tiers).
- Position of water tight bulk heads
- Identification of the cell numbers
- Identification of the tier numbers
- Identification if hatches/bays are cellular/non-cellular.
- High cube allowance B/D and A/D
- 45 stowage
- Reefer points
- 20 or 40 only stowage
- Position of obstacles on deck.
- Required door direction / reefer connections
- Maximum stack weight / tier weight.
- Below deck clearance per cell.
- Other particularities relevant to the vessel stowage.

The vessel library will be updated with this information.

3.5 Discharge Information

The Vessel Operator is responsible for communicating the discharge, re-stow and remain-on-board requirements to the Port within the agreed information deadlines. Vessel Operators often provide this information through central capacity planning centres.

3.5.1 BAPLIE

The Vessel Operator shall provide the BAPLIE message ultimately 24 hours prior the arrival of the vessel.

Depending on last port departed, a short haul vessel BAPLIE should be received at 18 hours prior to the arrival of the vessel.

The information must contain a complete Bay-plan of the arriving vessel via a BAPLIE EDI message.

If such a message cannot be generated according to this protocol a paper document containing the Bay-plan has to be delivered at least 48 hours before arrival of the vessel. The bay plan provides for all containers on board the vessel:

- Container prefix, number and check digit
- Vessel stowage slot identification
- ISO size/type
- container operator
- port of loading,
- port of discharge
- next port of discharge
- the gross weight
- full/empty indication
- reefer temperature and temperature indicator (C/F)
- IMO class
- OOG identification

The Vessel Operator will also provide a hazardous cargo manifest, a reefer manifest and an out of gauge manifest.

3.5.2 detailed Discharge information

1. The Container Operator shall provide detailed discharge information at least 18 hours before arrival of the vessel .

Depending on last port departed, short haul vessel discharge information should be received at 15 hours prior to the arrival of the vessel.

The information can be provided via an EDI COPRAR message, a hard copy discharge list or any other mutually agreed process. It shall contain:

- Container #, prefix and check digit.
- Container operator
- Next port of discharge
- Container ISO type/size
- Container gross weight
- "full"/"empty" indication
- transshipment/import indication.
- FCL/LCL indication.
- IMO dangerous goods code(s)
- UNNO dangerous goods number
- Reefer temperature setting and identification (F/C)
- Reefer ventilation setting.
- Reefer humidity setting
- "off standard" measurements
- Next carrier information.
 - For transshipment containers this is the next vessel code and voyage number of the outgoing vessel.
 - For import containers this is at least the information "truck" or "rail". Additional on-carrier information required for separate stacking to be provided also.
- Special storage/stowage instructions.
- All DG Class 1 and 7 information must be declared following regulation and LPJ Authority at least 3 days before vessel ETA.

2. Coprar disch is the only EDI format to be run to update container discharge information.

3. DLE (Discharge List Entry) is only for empty container nominations and can only be used as an option when Lines system is down where unable to generate COPRAR DISCH. DLE must be attached together with excel sheet format contains OOG list, DG list, reefer list.

4. Notification of system down shall be addressed to ptpcargo@ptp.com.my

5. If the the amount declared via Coprar Disch is not tally versus baplie or discrepancy found, PTP cargo control will revert to container operator. Container Operator will then require to responds within at least 8 hours before vessel ETA.

3.5.3 discharge instruction

The Vessel Operator will provide a MOVINS EDI message or a discharge schematic and

container discharge list, re-stow and load list at 19 hours before vessel arrival.

This information will provide PTP the slot positions for the containers that have to be discharged from the vessel and containers that will be discharged and loaded back (re-stow).

PTP will discharge all containers from the slot positions indicated in the MOVINS message.

Containers not found in any of the slot positions will be considered as "short-landed", unidentified containers found in the indicated slot-positions will be considered as "over-landed". See also procedures for over- and short-landed containers.

3.5.4 Discharge checking activities.

During the discharge process PTP will perform a visual check on the following items:

- Container prefix and number
- Out of gauge. /BB
- Type/size.
- Seal yes/no.
- Label.
- Any visible damage.

The result of these checks will be reflected in the final discharge list or discharge confirmation (COARRI) provided by PTP to the Vessel Operator.

3.5.5 Over-landed containers.

A container is considered as over-landed when it is discharged without prior discharge instruction from the Vessel Operator.

When a container is reported over-landed, the Planning Operations Section will immediately contact the Vessel Operator.

The Vessel Operator will investigate who the operator of the container is and decide whether the container must be re-stowed or remain discharged. The Vessel Operator will supply the container details as normally given in the detailed discharge information to the PTP Planning Department

The Vessel Operator will provide PTP Planning Section with instructions on the over-landed container as soon as possible but ultimately before departure of the vessel.

The Vessel Operator will provide PTP Planning Section with stowage positions for over landed containers that have to be re-stowed.

In case a container is over-landed that does not show the normal format of pre-fix followed by a 7-digit container number, PTP will maintain the following format while creating the container:

- If no pre-fix is found 'xxxx' will be inserted in the terminal system.
- If the container number found does not contain of 7 digits, as many zero's (0) will be added in front of the found number until a total of 7 digits is obtained.
- Terminal will update vsl code and voy: as dummy with POD: OPT involves over landed contr, undeclared contr to be discharged at PTP as TS category.

3.5.6 Short landed containers.

A container is considered short-landed when a discharge instruction for such container has been received by PTP but the container could not be found in the discharge position given in the MOVINS or discharge schematic by the Vessel Operator. On board Supervision will search adjacent decks on the vessel in order to locate containers that possibly have been mis-stowed by previous ports.

PTP will report a short landed container to the Vessel Operator after the vessel discharge operation has finished by means of the Vessel Performance Report (VPR).

The Vessel Operator will advise required actions to the PTP planner.

3.6 Load information.

3.6.1 Pre-plan stowage instructions

The Vessel Operator will provide a stowage instruction via an EDI MOVINS message to the PTP Vessel Planning Department at least 24 hours before arrival of the vessel. In case the Vessel Operator is not able to provide an EDIFACT message a hard copy plan has to be presented at least 48 hours before vessel arrival.

The stowage must contain the vessel container load positions and a list of all containers to be loaded or re-stowed. For each load position in the stowage instructions the following must be provided:

- Port of Discharge
- Size (length)
- Weight class

If weight class is not specified in the MOVINS, PTP Planning will plan and load the vessel according to 'best practice' and considering all the physical restrictions as known in the vessel profile.

For special containers like IMO/DG cargo, reefers, OOG cargo etc. special stowage instructions can be given. For containers belonging to a special stowage group the slot-specific load instructions can be given.

3.6.2 load list release instructions

All transshipment and export containers will be released to a vessel and voyage number at the moment they enter the container terminal. The information is provided through gate-pre-arrival instruction (COPARN) or via detailed discharge instructions received from the Container Operator (COPRAR). Unless change requests are received from the Container Operator PTP planning will load the containers on the nominated carrier according to the particulars received in the arrival information.

Change request shall be sent to PTP Cargo Control Unit via e-mail, fax, or COPRAR – load message until the agreed information deadline with the Vessel Operator. PTP will, upon request, make the container data available for update through its Internet web-site to the Container Operator. The Container Operator will be allowed to update container information until the agreed information deadline with the Vessel Operator.

Upon request PTP Cargo Control Department will provide the Container Operator a status overview of the containers allocated to the vessel voyage, in hard copy or via a mutually agreed

method of electronic transfer.

If for any reason the information deadline has to be exceeded, then the Container Operator will inform the Vessel Operator and PTP Operations Manager as soon as possible but at least 6 hours before the deadline expires.

3.6.3 THE LOAD LIST PROCESS.

The load list for a vessel in the PTP terminal system will be build up by the following instructions coming from the Container Operators allowed on a given vessel:

- COPRAR-discharge. Where transshipment containers are involved
- DLE (Discharge List Entry) is only for empty container nominations and can only be used as an option when Lines system is down where unable to generate COPRAR DISCH. DLE must be attached together with excel sheet format contains OOG list, DG list, reefer list.
- COPARN. As pre-advise/booking where export containers are involved
- COPRAR-load-changes. As submitted when containers which are already on the CY need to change to load on other vessels.

The Terminal system will be open to receive and handle these instructions until the agreed information deadline expires.

At the deadline, PTP Cargo Control will send the 'Intended Load List' (ILL) to the Container Operators for means of verification in their system. The Container Operators will than confirm this load list, means of the COPRAR-load message.

Upon completing COPRAR-load , PTP Cargo Control will send recaps of the 'Intended Load List' (ILL) to the Container Operators consisting break of containers type , line ID and Port Of Discharge .The Container Operators will then confirm this load list, or send last minute modifications by means of the COPRAR-load message.

As back up procedure when EDI message is not possible, fax or any other agreed means of communication shall be used.

The following timetable based on ETA of the loading vessel will apply to this process:

- ➔ Instructions will be received in the terminal system until ETA – 24 hours.
- ➔ PTP Cargo Control will send the ILL to the Container Operators before ETA – 24 hours.
- ➔ The Container Operators will confirm the ILL before ETA – 18 hours. The total number of containers must be stated.
- ➔ PTP Cargo Control will process the changes, if any, immediately after receipt of the confirmation.
- ➔ PTP Cargo Control will 'lock' the load list of the vessel in the Terminal system. After the lock is in place, instructions/changes cannot be processed anymore.

Any changes made to the load list after ETA – 18 hours will be considered as 'late request' and must be approved. A late request must be made by email/fax to PTP Operations Management and Vessel Operator and will only be processed after approval from both parties.

3.6.4 Detailed load instructions:

Before the information deadline the Container Operator must provide:

- Reefer manifest
- Hazardous cargo manifest
- Out-of-gauge cargo manifest
- Load recap showing the number of containers to be loaded per port of discharge.

PTP Cargo Control Department will verify this information and the Terminal system will be updated where necessary. The documents can be sent in hard copy or as e-mail attachments. Upon the information deadline the Container Operator will provide a "late arrival" request for all containers that will arrive via the gate or from the free-zone warehouse area after the cargo cut off date and time set by the Vessel Operator. Such request has to be sent to PTP Planning Department with Cargo Control Department in copy for approval and follow up.

PTP Cargo Control and Planning Departments shall be informed immediately if any load instruction information changes after the information deadline. Changes can only be accepted if presented in writing or e-mail and approved by the Planners.

3.6.5 Reconciliation:

The Planning Department will compare the stowage instructions received from the Vessel Operator with the release instructions received from the Container Operator(s). Any discrepancies will be communicated with to the Vessel Operator. The Vessel Operator will resolve the discrepancy with the Container Operator(s).

Load planning will only commence once all discrepancies and late arrivals/connections have been resolved.

3.6.6 RE-NOMINATION OF CONTAINERS

PTP will stack containers in the yard based on the information coming from the COPRAR discharge message and the COPARN pre-advise.

The following data elements will determine the best position for a container in the CY:

- Outbound carrier
- Port of discharge
- Weight category
- IMO details
- Standard/non-standard (OOG)

Should the Container Operators require PTP to change any of the above container-data-elements, extra charges will be applied according to the contract. Change on any of these elements will lead to a so called 'extra move charge' for shifting the container in the yard. For containers that need to change to another 'outbound vessel' a 'change of vessel' charge will be added too. However, any nomination from vessel A to vessel B, which involve outbound carrier where the containers physically available in PTP terminal the chargeable will apply.

3.7 Cargo delivery deadlines

3.7.1 pro-forma cargo deadline

Pro-forma cargo delivery deadlines are mentioned in attachment "B". They are related to the vessel Pro-forma schedules. These cut-off procedures are necessary in order to maintain vessel schedule integrity and efficient stevedore operations while taking in account the commercial needs and circumstances of the trade and, as such, are based on the following premises.

- Vessel schedule reliability/integrity will not be affected.
- Stevedore/port productivity will not be unduly impacted.
- Vessel operator and Port requirements.

Changes to the pro-forma deadlines have to be communicated by the Vessel Operator to the Operations Department at least 48 hours before arrival of the vessel.

3.7.2 Operational Cargo cut-off:

In principle the pro-forma cargo cut-off is ruling. PTP will strictly adhere to these cut-off times. Deviation request or instructions from the agreed times will be accepted only from Vessel Operator.

Before the cargo cut-off time the Vessel Operator shall:

- Inform PTP the PTP Shift Manager about the time and transport mode for containers to arrive on the Terminal after the cut-off. The Shift Manager will assess the operational impact after discussion with the Vessel Planning department.
- Inform PTP Planning Department about the vessel stowage positions for these containers.

3.8 Vessel operations Reporting.

3.8.1 Reporting to vessel operator:

PTP will provide the Vessel Operator and any party approved by the Vessel Operator (Container Operators) with EDI COARRI discharge confirm and load confirm messages. Timings of these messages depend on agreements made between the line and PTP.

PTP will provide the Vessel Operator with a BAPLIE message of the final load-plan. Ultimately 2 hours after departure of the vessel.

In case the Line is not able to receive the EDIFACT standard messages the following information will be provided to the line on hard copy:

- A final bay-plan.
- A final discharge list
- A final load list
- A discrepancy list (over landed, short landed, short shipped, damaged container, etc.)
- A reefer discharge and load list
- A dangerous goods discharge and load list
- An OOG discharge and load list.

The above information can be provided to the line earliest 6 hours after departure of the vessel.
Vessel Performance Report:

PTP will provide the Vessel Operator with a Vessel Performance Report (VPR) latest by 3 hours (minimum 2 hours) after departure of the vessel. The Line is required to verify the information on the VPR and respond within one working day after receipt of the VPR with any comments. After receipt of the confirmation by the Line this information is used to create the invoice for the Line. In case the Line does not respond within one day after receipt of the information, the invoice will be created under the assumption that the Line accepts the statement of facts as per the VPR provided.

3.8.2 Reporting to the vessels:

PTP will provide the vessel with a BAPLIE intended load plan via a floppy disc or hard copy as per the vessel requirements upon arrival.

PTP will provide the vessel with a work plan upon arrival. The work plan provides information on the estimated timing of the discharge and load activities.

PTP will provide the vessel with a BAPLIE final load plan via a floppy disc upon departure.

PTP will provide the vessel with hard a copy bay-plan, reefer list, dangerous goods list and out-of gauge list upon departure.

3.9 Vessel bunkering, repair & provisioning.

The vessel bunkering, repair and provisioning activities have to be communicated to the Berth Co-ordinator least 48 hours before arrival of the vessel.

These activities are only allowed after approval of the Operations Manager and are subject to safety and security procedures in the Port.

These activities may not delay the vessel stevedoring operation and must be completed within the operational working time of the vessel unless otherwise agreed.

Only in exceptional cases the stevedoring operations may be stopped, or the vessel port time can be extended because of these activities.

These activities may never block the free gantry path of the quayside cranes whilst the canes are operating on the vessel.

4. BREAK-BULK and OUT Of gauge cargo

4.1 Break-bulk requirements.

The Vessel Operator shall inform the Shift Manager and Cargo Control, about any break-bulk activities required on vessels.

Information and approval has to be provided before the cargo is loaded to the vessel for import and transshipment cargo and before the cargo is send to the port for export cargo.

The information shall consist of:

- Transportation via water/via land.
- Handling by PTP crane/external crane.
- Piece count.
- Length / width / height.

- Weight.
- Position on board.
- Description/drawing.
- Customs approval confirmation.
- Mode of beyond transportation.
- Planning.

Approval depends on the ports handling capabilities.

In case special handling or storage in the Terminal is required for import and export cargo, handling instructions must be communicated with PTP Gate Manager at least 24 hours before the activities will take place.

4.2 OOG requirements:

The Vessel Operator shall inform the Vessel Planning Department of any OOG import or transshipment containers at least 12 hours before arrival to the port.

The Container Operator shall inform the Gate and ITT manager of any OOG export containers at least 12 hours before arrival to the Port.

A container is considered to be OOG when the cargo protrudes outside the framework of the corner posts of the container.

The Vessel Operator / Container Operator must provide the measurement in centimetres of the cargo protruding:

Over the lifting corner castings.	Overheight
Outside each side of the container	Overwidth
Outside the front and the back of the container	Overlength

These containers will be handled by special lifting equipment and stored in special storage area of the yard.

In case the import delivery to the truck or export delivery from the truck must be made without the container then break-bulk procedures will be in effect.

In case a container cannot be lifted from the ISO corner cast then the container will be considered as break bulk.

5. Direct Deliveries.

In exceptional cases (Imo 5.2 or Value transport) there will be a possibility to deliver the container(s) under the quay-crane for direct loading or discharge. For safety reasons this activity will have to comply with PTP safety rules and regulations.

PTP needs the following information at least 24 hours before the arrival of the vessel:

Number of container(s).

- Requested time of delivery.
- Contents of the container(s).

The Berth Co-ordinator will inform the Vessel Operator about the expected time of loading of the container.

Three (3) hours before arrival of the vessel at the Terminal the requested direct delivery has to be confirmed by the Vessel Operator.

Three (3) hours before the agreed time of loading the container(s) or the trucks will have to be present at the Terminal.

The truckers involved in the direct delivery must, at all times follow instructions from PTP operations personnel while involved or waiting for a direct discharge or loading operation.

6. DANGEROUS CARGO.

The below set requirements are for Terminal operational use over and above the requirements and procedures as set by the Vessel Operators and IMO regulations regarding dangerous cargo.

6.1 Dangerous cargo manifest.

IMO dangerous cargo containers will be stored in the CY according international standards (IMO) with regard to storage and segregation.

Together with but separate from the vessel discharge instruction, a dangerous cargo manifest must be provided to the PTP operations department at least 12 hours before vessel arrival. This manifest must contain the following data for each container as mentioned on the discharge instruction carrying dangerous cargo:

Per container number/per commodity:

- Discharge port
- the number of packages
- package type.
- cargo gross weight.
- full cargo name (technical).
- IMO class.
- UN number.
- IMDG page number.
- flash point.
- EMS number.
- MFAG number.
- emergency contact name.
- emergency contact telephone number.

6.2 IMO class 1 and 7

For IMO class 1 and 7 approval must be obtained from PTP before the cargo is shipped to or via PTP.

Full cargo details as per the manifest must be provided to receive approval and the estimated time the cargo will be stored on the Terminal must be given.

The Shipping Company is accountable to obtain approval from the Malaysian authorities as per the rules, regulations and laws in effect on the port for this cargo.

6.3 Handling Dangerous Goods Request

- PTP shall accept Dangerous Goods of all classes (2,3,4,5,6,8 & 9) except for a majority of divisions of class 1 & 7.
- For D.G class one (1), the only division that shall be allowed is 1.4. However, PTP will consider on case to case to basis applications made for other class 1 division which is also subject to approval.
- As for Firearms, Ammunition or Explosives, PTP will accept and handle all these goods, provided that they are only for transshipment. In the case of import or export of such goods, it will be subjected to the approval of relevant authorities (Chief Police Officer).
- The declaration of Dangerous Goods shall be made preferably 24 hours or at least 12 hours before the arrival of the vessel at PTP
- Submit written request to PTP's Health' Safety and Environment Department via email or fax.
E-mail :- hse@ptp.com.my
Fax :- 07-504 2174
- Please provide the following information :-
Container no
UN no
Substances name / names
IMDG class
Flash point
Ems no
MFAG no
Packing certificate
Quantity or weight

The above information can be formatted into an Excel worksheet.

7. Reefers

7.1 REEFER DEPARTMENT

The PTP Reefer Department operates 24 hours a day, seven days a week, 52 weeks of the year. Our staff are trained and experienced in Reefer machinery maintenance and repairs. The Reefer Department operates two 12-hour shifts and each shift is managed by a Duty shift Executive.

7.2 YARD STORAGE

“Live” reefers will be stored in yard positions connected to the electric power. The reefer temperature received in the advice (BAPLIE, COPRAR or COPARN) will determine whether a reefer container needs to be connected to power.

PTP will perform the connection and disconnection activities in the CY.

PTP will perform a regular temperature check as required.

7.3 CONNECTING AND DISCONNECTING

This is carried out by PTP staff dedicated to this function and they are on duty in the Reefer Blocks at all times. PTP's objective is to minimize the off power time of reefer and we have set an objective of a maximum of 1 hour off power for non-sensitive cargo and 30 minutes for sensitive cargo.

7.4 MONITORING

Reefers are monitored twice per day, at the beginning of day shift and approx 1700hrs. Reefers arriving in terminal are checked after being placed on power to ensure they are operating correctly. Basis for monitoring will be the 'partlow chart' on the container or alarm indicators and operation in accordance with expected operating condition. If chart settings or any containers setting are different to those shown in the terminal operating system, then confirmation will be requested from the line for the correct setting. No setting will be changed until confirmation is received. Additional monitoring of any special cargo can be carried out should it be requested.

7.5 BREAKDOWNS

PTP has experienced and trained staff on duty at all times and can attend to cargo threatening faults immediately. Repairs will be carried out immediately when it has been so agreed, else PTP will only advise the relevant operations Dept of the occurrence of breakdowns immediately after such has been discovered by PTP reefer Department. Further action will then have to be determined and agreed upon between PTP and the Line.

7.6 PRE-TRIPPING

Pre-tripping if required can be requested by the Line.

Pre-trips are carried out in accordance with requirements agreed with the client, a sample of a the pre-trip checklist is attached, see attachment C.

Any specific or additional checks required by the equipment manufacturers or the Line will need to be discussed and agreed.

8. attachment A:

Deadline Overview

Planning Section:

- Vessel profile to be received by PTP no later than 7 days before first vessel ETA

- Following information shall be received by PTP Planning Section no later than 24 hours before vessel ETA:
 - BAPLIE
 - STOWAGE INSTRUCTIONS (MOVINS)
 - DISCHARGE INSTRUCTIONS (COPRAR)
 - PRESTOWAGE INSTRUCTIONS
 - SECOND CARRIER NOMINATION (COPRAR)
 - MTY NOMINATION

Cargo Control Unit:

RECAP:

- The Loading List process for full containers will be initiated 26-24 hours before vessel ETA. The Container Operator will check the Loading List and, need be, send written request for changes.

- The Loading List shall be finalised no later than 18 hours before vessel ETA.

- After vessel departure, the confirmation for containers loaded on and discharged from a given vessel shall be sent within 4 hours.

- VPR to be sent 4 hours from vessel departure and shall be confirmed by the Vessel Operator within 48 hours from its receipt.

DETAILED:

1. Intended Load List (ILL)

To ensure that CCO group is always in full control of the system process for the vsls. The cntr operator provides for each export and t/s cntr that enters the terminal information about the vsl and vy number that the cntr is planned to be loaded on. The ILL for a particular vsl is a list of all cntrs for which PTP has received information that they have to be loaded on this vsl.

- Generate and send the ILL to the related parties i.e. the Shipping Lines 26-24 hrs before the vsl estimated arrival time (eta).
- Inform to Planning section when the 18 hrs load list has been created, as they need to prepare the yard.
- Finalisation of the Load list must be received from the Shipping Lines 18 hrs before vsl eta. In case of any problems where you find impossible to complete the finalised ILL in time, contact your mng and the planning executive on duty immediately.
- Update Express as per instructions in the verification
- Send the revised ILL to the shipping Lines 20-18 hrs before vsl arrival and await confirmation
- The finalised ILL must be ready for the vsl planners at least 18 hrs before vsl eta. Inform the planners on any changes made to the finalised ILL.

2. Confirmed Load List (CLL)

- Check and confirm the total number of cntrs actually loaded. This needs to be done in co-operation with the vsl planners
- Upon vsl departure from the Port, generate the CLL
- Check in Express summary against the SPARCS equipment summary which must be obtained from the vsl planners
- Check the number of the total cntrs in the CLL
- The CLL must be sent via mail no later than 4 hrs after vsl departure. Target is 2 hr.

3. Confirmed Discharge List (CDL)

- CDL must be submitted to the Lines 4 hrs after vsl departure. Target is 1 hr.
- The file will be forwarded to the lines by e-mail together with the CLL file
- The lines will inform CCO if they have found any discrepancy in the CDL file
- CCO will update Express accordingly

4. Daily Inventory File containers

- PTP will provide daily inventory file to Transshipment team on per agreed selected day .
- Transshipment team will check & revert if any discrepancies found against PTP system.

5. Hold Containers

- Transshipment team notify PTP Cargo Control team to hold the unit.
- PTP Cargo Control will update as a hold unit into the port system.
(When container is physically in yard).
- Unit can only be released through the system once get the confirmation from Lines.

Operations support

6. Produce Vessel performance Report (VPR)

To ensure that the report is produced 4 hours after vsl departure and sent to the Vsl Operator for verification of the number of moves. After verification and approval by the Lines, the information will be used to prepare the invoice.

- To ensure reports are generated for the lines 4 hrs after vsl departure
- Verifying between Express and Sparcs actual figures, printing out vsl discrepancy report and total discharge/load for every vsl.
- To obtain confirmation on the figures from the vessel operator within 48 hrs for billing verification. If no discrepancy responded by lines , invoice will be considered as correct and invoice will be processed .

Gate Section:

- Local export boxes shall be updated in the Terminal system within 24 hours before vessel ETA
- Any container has to be in the yard at least 8 hours before vessel ETA, otherwise the contr opr is require to send late acceptance request to PTP Planning.

Reefer Section:

- For the Pretrip, the Terminal shall receive 24 hours advance notice for requested pretrips to be carried out.

9. ATTACHEMENT B, PRE-TRIP INSPECTION FORM.

PRE - TRIP INSPECTION		
Container No.	Unit Serial.	PTI - date:

Visual check:		Ambient temp.
1	Check Container for odours and damage.	
2	Check unit for leakage and cleanliness	
3	Check fasteners.	
4	Check unit drain hose(s).	
Electrical check:		
5	Check power cable and plug.	
6	Check wiring terminals and connections.	
Operational check:		

7	Check rotation of condenser and evaporator fans						
8	Operate unit at 32°Fah						
9	Measure power supply voltage.	L 1	V	L 2	V	L 3	V
10	Measure current draw, evap high speed	L 1	A	L 2	A	L 3	A
11	Measure current draw, condenser fan	L 1	A	L 2	A	L 3	A
12	Measure Compressor current draw	L 1	A	L 2	A	L 3	A
13	Check unit modulates correctly at 32Deg F						
14	Check refrigerant pressures at 32°Fah	Suc.			Disch.		
15	Check refrigerant / oil level at 32°Fah.						
16	Temperature recorder Calibration.	Cont.		Rec.		Diff.	
17	Check Cycles of Thermostat / MPC						
18	Check Defrost cycle:						
19	Measure current draw, heater elements	L 1	A	L 2	A	L 3	A
20	Operate unit at 0°Fah.						
21	Measure current draw, evap low speed	L 1	A	L 2	A	L 3	A
Final Check:							
22	Check battery charging device (If installed)						
23	Verify Humidity Control if fitted "OFF"						
24	Wind Partlow chart drive and verify it is operating.						
25	Place new chart in recorder (back to front).						
26	Comments						

ANNEXURE D

HSSE POLICIES

INTRODUCTION

This document is established as the health, safety, security and environment (HSSE) compliance obligation requirements for Contractor during the tendering process. This document is also the 4th Level HSSE document in the contract structure as shown in Figure 1 below. The Contractor shall refer to this document extensively and takes into account all resources needed while preparing their HSSE proposal for tender submission base on the stipulated requirements.

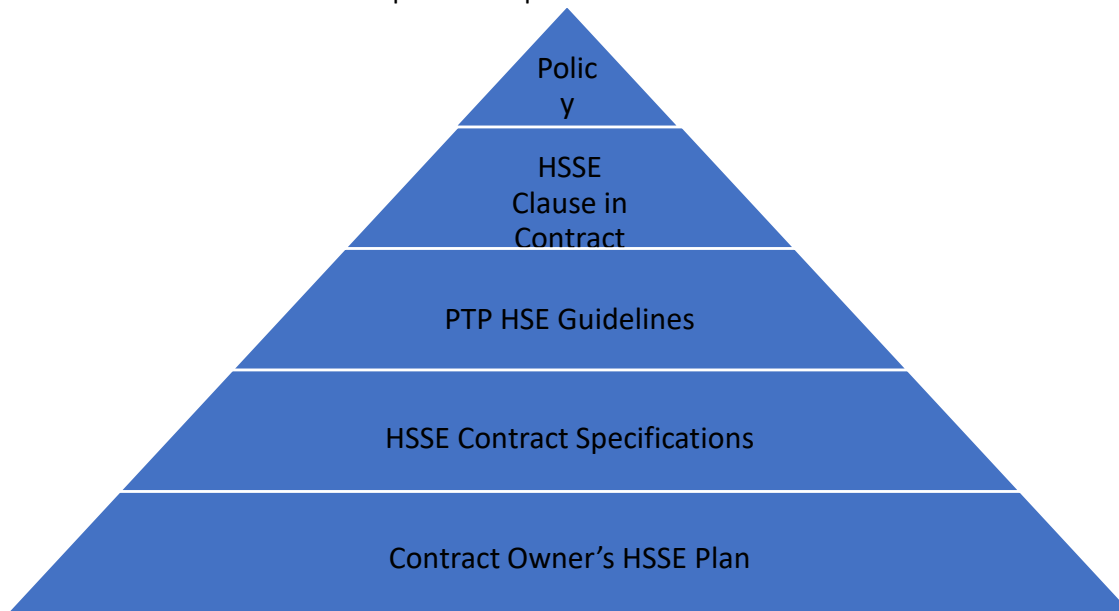


Figure 1: Overall HSSE documents level in the contract structure

The Contractor shall be aware that the PTP considers HSSE to be of paramount importance. The Contractor shall therefore take all steps to minimize and where possible eliminates safety risks in performance of the Works/Services. All Works/Services shall be carried out in a safe manner and free of any danger. The Contractor will ensure safe operations for the duration of the Works/Services, as specified and shown, including the following:

1. In accordance with applicable regulations and generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of Work/Services.
2. Full compliance with all Federal, State and local laws, ordinances, statutes, rules and regulations relating to the safety of the public and workers.
3. Compliance with all the requirements shall not relieve the Contractor from other obligations imposed elsewhere in Contract and/or by law and regulations.

PTPs' commitment to HSSE translates into (see Corporate HSE Policy and Security Policy in attachments):

1. License to operate
2. No hierarchy
3. No compromise
4. Not optional

PART I: GENERAL HSE REQUIREMENTS

1. Compliance to Laws/Regulations/Company Requirements

Contractor shall comply with all applicable Health, Safety and Environmental (HSE) laws and regulations including fire and security, which are applicable to the location where the works/services are being carried out.

Contractor shall indemnify PTP against all legal costs, fines and compounds imposed and claims and damages incurred as a result of breach or non-compliance to any relevant laws and regulations. Contractor shall comply at all times with the requirements as set forth by PTP in its policies, operating standards, any special instructions, and all requirements stipulated in this contract. These requirements are intended to supplement any known or ought to be known laws and regulations applicable at the location where the works are being carried out.

Contractor shall take all necessary HSE precautions related to or arising out of the performance of the contract in order to protect the work, the personnel and property of PTP, Contractor, subcontractor, all third parties and public from the hazards associated with the work.

2. Contractor Written Policy/Organization

Contractor shall acknowledge PTP's strong commitment to HSE and affirm that it has a written HSE policy which is a standard comparable to PTP's HSE policy and which has been signed and is actively supported and endorsed by Contractor's management.

Contractor shall further affirm that its HSE policy is widely disseminated and understood among Contractor and subcontractor's employees.

3. Protection of Employees, Public, Assets and Environment

Contractor shall protect the safety and health of workers and people living or working near the project site from potential hazards created by the Works/Services. Contractor, at its own cost, must take all necessary precautions to protect the public and minimise disturbance and inconvenience to the public resulting from performance of the Works/Services.

Throughout performance of the Works/Services, Contractor shall conduct all operations in such a way as to minimize any impact upon the natural environment including compliance with all laws, regulations and rules applicable to the site. Contractor agrees to indemnify PTP, its officers, agents and employees for all claims, damage costs and penalties relating to any environmental damage or loss or non-compliance with any laws or regulations arising out of Contractor's and/or subcontractor's performance of the Works/Services.

4. Right to Stop Work

Any PTP's representative or his designated representatives shall have the right to prohibit commencement of Works/Services or to stop any Works/Services in progress if the equipment, machinery, personnel or work conditions are considered at PTP's discretion to be unsafe or not to be in compliance with any applicable rules, regulations and procedures.

Stoppage of the work shall be at contractor's expense until Contractor has satisfactorily rectified such unsafe acts and condition. In the event of serious or repeated infringements, PTP may terminate the contract without compensation.

Any of the Contractor's Personnel shall have the right to stop any Works/Services when they are considered unsafe and such stoppage shall come at no personal consequences to PTP, unless clear misuse of this right is proven by evidence.

5. Maintain Equipment and Machinery in a Safe Condition

Contractor shall ensure that all its machinery, equipment, facilities and other items in any way associated with or utilised in the Works/Services are fit for use, certified as required and maintained in a safe and good working condition and in accordance with any requirement under the law.

6. Risk Management and Hazards Identification

Contractor shall make an initial assessment of the HSE risks involved in the execution of the Works/Services. The focus of the assessment should be to evaluate the inherent hazards in conducting the work and the potential adverse consequence of an accident to the workforce, the public and the environment, company assets and reputation.

The risk assessment register shall be established by following the Job Safety Analysis (JSA) methodology and shall be submitted to PTP together with the HSE plan and agreed upon execution process of project.

Contractor shall take appropriate measures to prevent incidents from occurring and to minimise the consequence of an event should it occur.

Contractor shall conduct HSE inspections and audits to ensure that such preventive measures are carried out. Contractor shall promptly conform to all recommendations made pursuant to the said inspections and audits.

7. Competent Personnel

Contractor shall ensure that competent personnel are fully trained and certified to carry out the task of operating all machinery, equipment, and tools. Contractor shall provide an adequate level of technical and HSE related training conducted by a recognised training institution for all relevant personnel in connection with the Work/Services. All Contractor's supervisory personnel shall attend relevant HSE training and be competent in hazard identification.

Contractor shall ensure that all its and its subcontractor's personnel engaged in the Works/Services are healthy and fit, and possess the experience and skill required to perform the Works/Services.

8. HSE Awareness

Contractor shall be responsible for maintaining and enhancing the HSE awareness among its personnel and subcontractor's personnel, including arranging safety induction, toolbox, regular HSE meetings and emergency drills.

Findings of hazard identification including Job Safety Analysis shall be communicated to Contractor's personnel. Copies of minutes of Contractor safety meetings shall be submitted to PTP every month.

9. Incident Reporting

Contractor shall report to PTP immediately of the occurrence of any incident or accident including near misses with an approved incident reporting form. Contractor shall also alert the appointed consultants, PTP Emergency Response, port police and /or other authorities relevant to the incidents or accidents. The Contractor shall report any incidents under its own jurisdiction to the appropriate authorities and when any incidents occur within PTP's premises, the Contractor shall assist PTP in reporting such accidents and incidents to the appropriate authorities as required.

All incidents or accidents that result in, or have the potential to cause, serious injury or property damage must be suitably investigated by the Contractor, Consultant (if applicable) and PTP.

Contractor shall maintain accurate incident and injury reports and shall comply with PTP's requests for information relating to accidents, injury or illnesses.

10. Housekeeping

Contractor shall ensure that good housekeeping is maintained continuously throughout the duration of the Works/Services. Due regards shall be paid to proper disposal of scrap material, tidiness, clearance of access ways and emergency exits.

Access and egress of all exits, fire and safety equipment, and work areas must be kept clear of obstructions at all times. Special attention must be given to maintaining clear walkways, removal of slippery and tripping hazards, securing or removing of loose materials at height, and proper storage of materials. Oily or chemical soaked rags must be disposed of in a proper manner. All housekeeping shall be at Contractor's cost.

PART II - SPECIFIC HSE REQUIREMENTS

1. Safety and Health Officer/Safety Supervisor/Consultant

Contractor shall, at its own cost, provide such numbers of qualified Safety and Health Officers (SHO) or supervisors who will be responsible to provide guidance and advice pertaining to Health, Safety and Environment (HSE) requirements of the Works/Services. The SHO or supervisors shall guide the Contractor's management on hazard assessment and measures, with equal diligence being paid to fulfillment of the contractual specifications.

In addition to the ongoing monitoring of the site, the Contractor SHO or supervisors shall also perform a formal inspection of the site at least once every week to identify and correct any hazardous conditions noted. A written record of all inspections and their status of action follow-ups shall be given to PTP's representative.

Site or Contractor's SHO must not be involved or assigned to other part-time work other than as the HSE officer.

If not previously agreed at contracting stage, prior to start of any Works/Services, the Contractor shall submit the CV of the proposed SHO or supervisors for PTP's approval.

Consultant shall be responsible to provide technical advise, to communicate and to report to PTP at soonest time when during any phases of project execution any gaps are identified against the PTP's compliance obligations. Consultant (if applicable) shall have the authority to act on behalf of PTP during their absence and take Consequence Management in order to close the gaps.

Contractor shall also ensure that full time safety supervision coverage is provided with a ratio of 1:100 [one (1) full time Safety Supervisor / Coordinator coverage is provided with a ratio of 1:100 [one (1) Safety Supervisor / Coordinator for every 100 employees].

2. Project HSE Plan

Prior to any Works/Services being carried out on site, the Contractor shall ensure a project specific HSE plan is agreed with PTP which, as a **MINIMUM** takes into consideration and includes the followings:

- HSE policy, targets and requirements
- Prevailing laws and regulations
- Contractor's HSE policy
- Contractor's organization including positions for HSE manager and SHO
- HSE responsibilities of Contractor's key personnel
- Risk assessments including preventive and mitigating measures
- Description and schedule of HSE activities
- Incident reporting and investigation
- Emergency response plan

Contractor shall follow the template as published in the PTP's website (www.ptp.com.my/services/hse) when developing the HSE plan.

PTP's review or comments on such plan shall not relieve the Contractor from its obligations under the Contract and at law, nor shall such review and comments to be construed as limiting in any manner the Contractor's obligations to undertake any action which may be necessary to establish and maintain safe working conditions at the location where the works are being carried out.

3. Equipment Safety Inspections

Prior to start of Works/Services, Contractor is required to inspect the equipment and machinery required in connection with the Works/Services including but not limited to cranes, trucks, forklifts, etc., to ensure that the Works/Services will be performed under safe condition.

In addition, Contractor shall maintain and perform continuous safety inspection throughout the Works/Services and shall promptly implement all recommendations made pursuant to the said inspection.

PTP shall have the right to conduct its own safety audit or inspection at worksite. Contractor shall comply with all recommendations arising from such audit or inspection.

Contractor shall ensure that all fuel powered and electrical equipment working in the vicinity of flammable vapours is equipped with proper ignition protective devices.

Contractor shall ensure that only permitted personnel by way of previous technical training and familiarisation are allowed to operate and/or maintain equipment and machinery.

4. Personal Protective Equipment (PPE)

Contractor shall, at its own cost, supply its personnel and subcontractor's personnel required in connection with the Works/Services with adequate PPE and maintain enforcement on the use of such PPE.

Contractor shall purchase PPE in accordance with the specification as per attachment - PPE STANDARDS & TECHNICAL SPECIFICATIONS

Contractor and subcontractors shall not charge its personnel for such PPE.

5. Mechanical Equipment Operation

Contractor shall upon arrival at the worksite, inspect all mechanical construction equipment that is to be utilised in the Works/Services.

This equipment may include but is not limited to the following:

- Cranes
- Forklifts
- Self-Loading Trucks

- Trailers and Prime Movers
- Compressors
- Temporary Electrical Distribution Boards
- Scaffolding equipment
- Rigging equipment
- Man-cages/Personal Baskets
- Aerial Work Platforms

All remedial work (or replacement) on the inspected equipment shall be carried out at Contractor's own cost.

All equipment inspected and accepted for use on the work shall be clearly identified by a tagging system.

6. Confined Space

Confined space entry must be authorised through PTP's Permit to Work ("PTW") approval process. Contractor shall take precautions which include but not limited to gas/oxygen tests, PPE requirement, respiratory equipment, isolation of connections to confined space, provision of ventilation and making sure confined space is free from fumes, placing person on standby and ensuring the availability of rescue equipment and team.

The Contractor SHO or supervisor shall ensure that all necessary precautions and protective measures are strictly implemented.

Contractor's personnel shall be certified to be medically fit before they are allowed to work in any confined space.

The Contractor and Subcontractor shall adhere to all confined space work rules and regulations including but not limited to the Industrial Code of Practice for Safe Working in Confined Space, 2010.

7. Permit to Work

Contractor shall adhere to PTP's PTW procedure should the Contractor's activities require the application of such Job Permits and PTW. This includes any general work by a Contractor; as well as specific signoff for high risk activities such as hot work, cold work, lifting, excavation, confined space entry, electrical permit and abnormal liftings.

PTP's area owner shall acknowledge the work activity and authorized PTP personnel shall approve the PTW. The Contractor shall continuously enforce the conditions of such permits including renewing its validity. Contractor's supervisors shall attend PTW training. Any costs incurred in the application of PTW shall be borne by Contractor.

8. Tools and Equipment

Contractor shall ensure that all Contractor's machinery, tools and equipment, facilities, and other items associated with the works whether purchased or rented are maintained in a safe condition and

to be operated by competent operators. Tools shall only be used for the job they were designed to perform. All guards must be fitted and shall be in good condition at all times. All grinding discs must be checked for correct size and allowable speed as well as for any pre-existing damages prior to fitting.

Electrically powered tools shall meet the hazardous zones requirement where applicable. All electric cables shall be industrial type. Use of domestic electric cables is prohibited.

Contractor shall repair or replace defective tools and equipment at its own cost.

Appropriate personal protective equipment must be worn at all times when using any tool or equipment.

9. Compressed Gas Cylinders

Contractor shall ensure that:

- Compressed gas cylinders are stored, transported or used shall be in an upright position and secured to some substantial object or structure by a chain or other suitable means capable of supporting the weight of the cylinder. This applies to all cylinders, whether empty or full.
- Cylinder valves shall be closed, and hoses depressurized when cylinders are not in use.
- Cylinders shall have protective valve caps in place while they are being transported/stored.
- Cylinders shall be returned promptly to a suitable storage area after use. They shall not be left at any worksite.
- Cylinder storage areas should be kept away from general traffic paths and must not be adjacent to vehicle paths.
- Flammable gases and oxygen cylinders must not be stored in close proximity unless separated by a non-combustible wall.
- Cylinders may only be hoisted when enclosed in an approved box or cradle within which they are securely fastened.
- Cylinders must be identified by a colour code in accordance with Malaysian or respective national standards.
- Gas welding cylinders shall have hose check valve (non-return valves), which allow gases to the blowpipe, but not back from it.
- Flashback arrestors shall be installed to quench flashback flames and cut off the gas flow automatically, in both oxygen and fuel gas outlet lines.

10. Welding and Cutting

Contractor shall ensure only competent, authorized workers be allowed to use welding equipment.

Hard hats are required to be worn by welders during actual process of welding. However, if there is restriction due to narrow space, Contractor shall conduct risk assessment with PTP's HSE Department to determine whether not wearing the hard hats may not cause head injury and determine other control which deem effective to reduce the probability of accident to occur.

Contractor shall ensure suitable precautions against exposure of welding hazards such as excessive ultraviolet radiation, fire, or dusts.

Welding, and/or flame cutting without exception of areas shall only be done under the control of a PTW.

Contractor shall provide adequate number of suitable fire extinguishers and welding blankets at a welding site. Welders must be competent to use these extinguishers.

11. Abrasive Wheels

Contractor shall ensure that safety protection in the form of goggles and /or shields are provided and utilised by the personnel working with grinding machines and abrasive wheels. When changing discs on a portable grinder, it is imperative that a suitable replacement disc is fitted and placed in the correct manner. Contractor shall ensure only trained and competent personnel are permitted to carry out this task.

12. Blasting/High Pressurized Blast

Blasting in general is a high-risk activity due to stored energy presence inside the operating unfired pressure vessel, Thus, Contractor shall in advance submit the method of statement and risk assessment to PTP. PTP will then advice on the necessary safe measures which include PTW needed for any blasting activity. Contractor shall provide the blaster with an approved air mask and oil free air supply.

Associated workers and any other personnel within the blasting area must wear approved respiratory protection. The blasting gun must have a 'dead man' safety device operated by the blaster. Under no circumstances shall the device be tied back.

Contractor shall made efforts to minimize the exposure of the blasting works to the surrounding environment. Protective shield shall be erected, and notice board shall be posted in order to prevent exposure of the blasting grit.

13. Chemicals

Contractor shall ensure all requirements for storage, handling and personal protection outlined in the material safety data sheet are followed. When in doubt concerning these requirements, the Contractor shall consult PTP's HSE personnel.

Solvents, cleaners and cleaning agents must not be stored or used in unventilated areas or in immediate proximity to any sources of ignition. Quantities of such materials greater than needed for one day's work must be stored outside the work area in a proper storage facility. Smoking (including the use of e-cigarette or vaping devices) is not permitted at all time while using or in the vicinity of any such chemical.

14. Electrical Safety/Power Source

Contractor's equipment and facilities of electrical nature shall be fit for purpose and appropriate for the environment in which it shall be used. All portable electrical equipment shall be properly maintained and visibly display a valid SIRIM (or equivalent) sticker and "electrical test" label.

The Contractor shall pay particular attention to the safety of access on land and the danger from electrical cables being led to the Works/Services. Suitable tripping devices shall be installed and maintained regularly by an approved electrician. No earth connections to handrails shall be made.

Contractor shall also verify energy isolation through lockout tagout (LOTO) prior services or maintenance of electrical equipment and facilities.

15. Excavation

Contractor shall ensure that all excavation works shall meet the following requirements as a minimum:

- Excavations work shall be subjected to a PTW.
- Prior to embarking excavation work, proper design and plan shall be drawn up taking into account the soil type and the weather conditions and proximity to facilities as well as any existing underground services.
- Walkways between trenches should be kept clear of obstruction.
- A competent person must inspect all excavations, shafts, tunnels and earthworks of any description each day when persons are working.
- A standby person shall be made available at all times equipped with all necessary safety equipment.
- All excavation exceeding 1.5 meters shall be shored. For excavation exceeding 2 meters deep, a confined space permit shall be secured.
- No mechanical excavation within 1 meter of the existing service is allowed. All underground services must be hand exposed and identified.

16. Barricade, Platforms, Guardrails & Signage

Contractor shall provide adequate hard barricades, covers, guardrails, signal flag persons or other appropriate warning devices to protect personnel near any hazardous operations or overhead work. Temporary covers for floor openings shall be firmly fastened and clearly identified by warning signs. All elevated work areas, walkways, platforms etc. whether permanent or temporary, shall be protected by an approved guardrail (consisting of an upper and intermediate rail and toe board) and shall provide a sturdy working space. The contractor shall provide all the necessary signs, barriers, flag persons, etc. to protect the general public from exposure to injury from the work.

All legislated and PTP requirements for warning signs and/or barriers adjacent to public roads must be strictly adhered to.

The Contractor shall, install and maintain the standard dimension of 300mm by 400 mm (minimum) safety warning signs. The signage must be in dual language of English and Bahasa Malaysia. The signage's must be visible and installed at proper locations.

17. Scaffold/Unprotected Edges

A safe means of access must be provided for any Works/Services to be carried out at a height greater than 2 meters above ground. If a suitable permanent access is not available, a well -designed, erected, inspected and maintained scaffold will provide a safe means of access and safe working areas.

Additionally, safe access to scaffold work platforms by ladder must be provided. All scaffoldings shall be constructed in accordance with B.S 5973 Code of Practice for Access and Working Scaffolds and Special Scaffold Structures in Steel or its equivalent.

All scaffolding materials and components shall be as follows:

a. Scaffold tubes

All tubes must be galvanized steel 48.3mm OD and wall thickness 4mm comply to BS 1139 Part 1, 1982 and free from cracks, splits or excessive corrosion and straight. Black steel or aluminum scaffold not allowed in offshore.

b. Coupling and fittings

They must be of sound construction, comply with BS 1139, Part 2. Do not mix tubular and fittings of different standards.

c. Board or decking

All timber scaffold boards shall meet the recommended BS 2842:1981 or regulation 87 of Factory and Machinery Act 1967, regulation 1986.

d. Ladders

Ladders shall meet BS 1129:1982.

e. Frame or tubular scaffold

Only proprietary steel frame or tubular scaffold of sound design and construction are allowed as per manufacturer specification.

f. Inspection

A scaffold inspector shall inspect all scaffold material. Every metal tube scaffold exceeding 40 meters in height and every other scaffold exceeding 15 meters in height shall be constructed in accordance with the design and drawings of a Professional Engineer.

g. Erection

Scaffolds must only be erected, altered or dismantled by competent scaffolder under supervision of a charge hand scaffolder. The erection area shall be isolated with hard type barricade with relevant safety signage. All inspection of any scaffold during erection, alteration or every severe weather changes shall be done by a scaffold inspector. After the inspection is confirmed safe, the scaffold inspector shall put the durable green tag or red tag for unsafe scaffolds. The scaffolds only valid for one week and shall be recorded on the green tag and scaffolds register. This register will alert the scaffold inspector for re-inspection and subject for audit.

For unprotected sides and edges the Contractor shall supply, install and erect guardrail, barricade and toe board (where required) to exposed edges/opening but not limited to:

- a) Building perimeter openings
- b) Lift shaft openings
- c) Floor openings
- d) Working platform
- e) Loading platform

18. Site Office and Welfare Facilities

Contractor shall maintain comfortable working condition in the site office and welfare facilities as follows:

- Temp 20-26 deg C
- Humidity 40-60%
- Adequate ventilation
- No smoking policy except at the designated smoking areas
- Adequate lighting comfortable to the eyes at 400 lux
- Office space at 6.25 sq.m per work station
- Welfare facilities e.g. portable toilets, eating area, drinking water
- Daily housekeeping
- Clear passage ways, remove tripping hazards
- Emergency plans for evacuation
- Ensure car park well-lit and control of vehicle movement e.g. reverse parking policy
- Keep first aid box

- Keep fire extinguisher

19. Storage/Warehouse

Contractor shall ensure an acceptable means for storing of material, chemical and fuel on sites. The requirements for storing of materials shall also include the following:

- Construction material shall be stored at the designated on site location.
- Written procedures on handling and disposal for all material must be made available.
- Good housekeeping must be practiced at all storage sites.
- Storage areas must be located away from vehicular traffic at areas.
- Storage floors and bins shall be labeled and constructed to safely support the loads that are to be imposed upon them with a posted appropriate maximum safe load limits provided.
- Storage facilitation must be provided with an approved lighting, well ventilated and constructed with a fire resistance or explosion proof facilities where appropriate for the chemicals or fuel stored.
- Welding, cutting or any other operations that create sparks must be prohibited inside a cabin or near the flammable/combustible material storage yards.
- Adequate number of fire extinguishers of appropriate type shall be made available at all storage areas and cabins.
- All personnel shall wear approved hard hats while in storage areas if stacking greater than 3 meters.
- Flammable and combustible liquids shall be stored separately preferably in storage buildings.
- Storage rooms shall be constructed to meet the required fire-resistant rating for their use.
- Approved safety cans/cabinets shall be used to store and transfer flammable and combustible liquids, with the name of the material clearly stamped
- “No Smoking” signs shall be posted at storage areas involving flammable and combustible liquids

20. Driving/Vehicle Safety

Contractor personnel traveling to and from worksite shall use proper means of transport with assigned seat and seatbelt for every person. No back of pickup transportation is allowed. Contractor shall be responsible to provide safe access and egress to the worksite. Contractor shall set allowable speed limit and place suitable road signs at the worksite.

Contractor shall maintain and enhance the awareness of safe driving among its employees and its subcontractors. This includes PTP top 10 hazard of wearing seat belt, observing speed limit, maintaining good vehicle condition, driving defensively and possessing valid driving license.

The Contractor carrying out construction or maintenance operations on roads shall take due care and diligence to minimize the risk of injury to terminal users or damage to their property as a result of such operations by preparing Traffic Management Plan (TMP) for all work zones and submit to PTP HSE for approval and disseminate information on TMP to terminal user via traffic signs, banner, etc. (Preferably 1 week in advance).

21. Transportation

Transportation coming into PTP shall at first obtain a port pass upon successfully inducted. Vehicles recommended to move along the terminals area are pickups or MPV's, minibus or shuttle bus in such only approved vehicles will be granted passes at certain areas not including wharf terminals.

22. Lifting

All cranes supplied by Contractor shall be tested before going into service. All associated lifting equipment shall be inspected. A valid Perakuan Kelayakan Mesin Angkat ("PMA") certificate is required.

Contractor shall maintain cranes in a safe condition and make repair or replace unsafe crane for works. Should there be any doubt to the safety of the crane, Contractor may be required to perform load test at its own cost.

A colour coding shall be used to identify inspected lifting appliances. Contractor shall seek approval from PTP on any heavy lifting of 15 tonnes and above. Contractor is responsible for ensuring that only a competent and authorised worker shall operates any lifting device and that a signaler is designated to signal the operator as necessary to properly place and control the loads.

Prior to performing any lift, the operator shall determine the weight of the object being lifted and ensure that cables, lifting device and any slings, wire rope, chains etc. used in the lift are of a sufficient strength to support the weight of the load.

No worker shall be allowed under the load. Tag lines must be used to guide and control the load where excessive movement is possible.

A competent worker shall inspect all wire rope, chains, and slings prior to performing any lift. Record of inspection shall be kept for PTP's review and shall be produced upon request. During winch or tow, all personnel must be clear of the 'whip area' of cable under tension.

23. Heavy Machinery

All Contractor's heavy machineries on any worksite must have proper insurance and in safe operating condition. They must be operated by a competent, properly licensed operator. It shall be operated in a safe manner and at a speed suited to the terrain and weather condition.

All cranes, stringing trucks, heavy and tracked equipment and machinery, welding rigs and all vehicles except passenger vehicles must be fitted with reverse alarms.

Any vehicle with restricted vision shall not operate in the vicinity of workers, except under the direction of a designated worker who is in a position to see that the way is clear and safe.

24. Working at Height

When working at height above 2 meters, the Contractor shall put appropriate control measures or methods to reduce or maintain the risk of falling from heights. The control measures shall be carefully assessed and implemented to ensure its effectiveness. The approach to control measures should be attempted from the top of the hierarchy onwards. The hierarchy of controls shall be as followings:

- Hazard elimination - Preferred solution is to eliminate exposure to fall hazard.
- Fall restraint system - Physical barriers, like guardrails around unprotected edges and covers over holes.
- Passive fall protection - Use personal protective equipment to restrict the worker's range of movement so they cannot fall. Contractor shall provide to the workers with fall protection devices such as full harness with double lanyards, etc. Personnel using fall protection shall be instructed on its use with a proper fall protection training.
- Fall arrest system - Design for situation where exposure to a fall is not preventable. A fall is arrested within acceptable force and clearance. When working at height more than 7.5 meters, Contractor shall provide suitable safety nets, which extends to 2.5 meters beyond the edge of work level. The nets shall be sufficiently anchored using steel hooks or shackle. The net shall be inspected daily.
- Administrative controls - Least preferred solution is the work practices or procedure that increases a worker's awareness of a fall hazard. A working at height rescue plan is mandatory.

25. Air hose

Air hose should not be used to clean any part of the body or clothing or used to blow off dirt on the floor. It shall not also be laid on ground and shall be winded properly or stored at proper place after Works/Services has finished.

26. Job Safety Analysis (JSA)

Prior to performance of Works/Services, Contractor shall implement JSA as a safety precaution to eliminate or guard against hazards on a specified job. The JSA methodology shall include the following:

- Study the job and develop basic job steps
- Identify the hazards on each job step

- Identify the safety precautions to be taken against each job step
- Record the JSA and inform all workers of the hazards and precautions to be taken.

This JSA shall be established for all activities within the Contract. It shall be revised in case of changes due to accident, new compliance obligations, new process and changes related to workers, material and technology. Contractor shall follow the JSA template as published in the PTP's website (www.ptp.com.my/services/hse) when developing the JSA.

PTP has the right not approve the PTW should no JSA is established and attached with the hard PTW document on site during the Works/Services.

27. Safety Inspection/Audits

Prior to commencement of works, Contractor is required to inspect the worksite and equipment involved to ensure that Works/Services will be performed under safe conditions. In addition, Contractor shall maintain and perform continuous safety inspection throughout the works and shall promptly implement all recommendations made pursuant to the said inspection. PTP shall have the right to conduct its own safety audit/inspection at the worksite. Contractor shall comply with all recommendations arising from such audit/Inspection.

28. Safety Induction "PTP Client – Introduction"

Contractor shall identify its employees who will be required to attend PTP's safety induction training conducted by PTP HSE Team or any PTP appointed personnel. This training shall be applicable to all contractor's and its subcontractor's personnel which requires access to the terminal areas. Each personnel who has attended the safety induction training and successfully passed the assessment will be issued with a port pass subject to having met all other port pass requirements.

28.1. Contractor Own Induction Program

Contractor shall implement a safety induction for the site. Contractor shall identify its employees who will be required to attend the safety induction program. The induction briefing shall be applicable to all Contractor and its subcontractor's employees as well as to any visitors to the site. Briefing shall be done at site prior to the commencing of the construction activities.

Each person who has attended and completed the safety induction program shall be issued with a sticker to indicate that he has completed the safety induction course. The sticker shall be displayed on the safety hat and worn at site.

29. Toolbox HSE Meeting

Contractor shall ensure that his appointed works supervisor hold 'toolbox' safety meeting for about 5-10 minutes daily and/or prior to each shift. Specific topics shall include hazards relevant to current work, review of accidents and near misses and deficiencies and any new equipment or machinery. Contractor shall maintain records of attendance and submit to PTP as and when required.

30. HSE Meetings

Contractor shall form a Safety Committee at work site and shall hold regular meetings (minimum monthly) to create and maintain an active interest in safety. The meeting shall be attended by Contractor's management and workers representatives and chaired by Contractor's site project management. A copy of the minutes of every meeting of a safety and health committee shall be furnished to every member of the committee and to PTP within two weeks after the meeting has taken place. PTP representative may upon invitation from Contractor joining this forum and monitor the implementation and compliance as required by legal.

31. Occupational Health

Contractor shall ensure that all its employees and subcontractor employees engaged in the work are medically fit and healthy. Any medical diseases or disabilities which Contractor may consider will not adversely influence the employee's ability to perform his role in the work, should be reported to PTP prior to start of the work.

Contractor shall, at no cost to PTP, be responsible for the medical welfare of its own and subcontractor employees and shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies.

In case of emergencies, PTP may provide for necessary emergency arrangement, the cost of which shall be reimbursed to PTP by Contractor.

Contractor shall at its own expense have a fully equipped first aid station on site to treat minor injuries. This station shall be manned during all working hours. Contractor shall ensure that its personnel and subcontractor's personnel shall maintain a high standard of hygiene in connection with the performance of the work.

The Contractor shall provide, where necessary, sufficient hygienic drinking fluids and toilet facilities to meet health regulations and all other legislated requirements.

32. Drugs and Alcohol

The use, sale, dispensing or possession of drugs, narcotics and alcoholic beverages is prohibited on the location and at any place at all times where the Works/Services is performed.

Contractor shall ensure that its personnel do not at any time, during the performance of the work, partake, brought onto the worksite, or be under the influence of any alcoholic liquor, drug or other intoxicating substance. This prohibition also covers all legal or prescription drug which may impair an employee's ability to perform his job safely. Employees who are caught using or in possession of drugs, on the job site shall be discharged. PTP reserves the right to randomly require contractor employee, to undergo drug test at any time. Drugs test may be used in the event of accident investigation. Contractor undertakes that each and every person engaged by it or on its behalf to perform any element of the work (including sub-contractor) shall be advised of the local laws relating

to the importation and/ or possession of drugs. PTP recommends the Contractor or its Subcontractor to establish its own Drug & Alcohol Policy, where applicable.

33. Environmental Management

Contractor shall outline and implement an environmental quality management plan that details the practices, procedures and countermeasures for effective management of environmental impact, as required by both Malaysian Department of Environmental (“DOE”) and PTP’s requirements.

Contractor will develop a waste management plan as required by DOE and PTP. The plan will inventorise all wastes and states their method of disposal. A draft of the plan will be available before the commencement of any Works/Services. The plan will be regularly updated as conditions change. Contractor shall handle, sort and dispose all wastes in conformance with the plan.

34. Security

Contractor’s appointed security personnel shall be equipped with communication equipment and shall able to contact PTP’s port police and other emergency units as required. Contractor may install CCTV cameras at their work site to monitor stores and equipment’s at site. This will also ensure workers monitoring of safety at workplace. The CCTV installation will be at Contractor’s own cost.

Contractor shall provide shelter, facilities and amenities to enable such functions or duties to be performed properly and to the satisfaction of safety officer.

35. Emergency Response Preparedness

Contractor, at its own cost, shall ensure adequate provision for emergency response at site, which as a minimum includes the following;

- fire fighting
- fire prevention
- first aid medical facilities

Contractor’s personnel shall be trained and competent in the use of firefighting equipment effectively. Contractor shall also ensure its first aiders are trained and competent to render such services effectively. Contractor shall call in PTP’s emergency assistance where and when required based on the severity of the event.

36. Contractor Training Records

Contractor shall provide adequate training to all its personnel to ensure that they have sufficient knowledge and skill to undertake assigned tasks. Contractor’s training records shall be maintained and controlled.

37. Safety Performance Target

In line with PTP’s objective to promote safety consciousness and safe working practices among the working employees, Contractor shall implement and establish a safety management award program to recognize the achievement and milestone for safe working performance for its employees.

38. Contractor HSE Performance Reports

Contractor shall compile and maintain HSE performance records pertaining to its works with PTP. These records shall be updated and submitted to PTP representative monthly or as and when required. The records shall be presented in any format that the Contractor may think suitable.

39. Incident Notifications and Investigation

Contractor shall develop an accident/incident reporting system, which shall be compatible with PTP’s reporting system. Any occurrence of hazardous incident involving in PTP’s work site, Contractor’s or any third-party personnel, plant or equipment, shall be immediately reported to PTP, irrespective of whether there is any injury to personnel or damage to plant or equipment.

All incidents that result in or have the potential to cause serious injuries or property damage must be suitably investigated by Contractor and PTP. Contractor shall keep a copy of the report at site. Contractor is required to investigate and report major accident to the Malaysian Department of Occupational Safety and Health (“DOSH”) in accordance with the regulatory requirements. The investigation and report shall not preclude any similar investigations and reports required by the governmental authority in accordance with any relevant laws and regulations and maybe handled concurrently with them.

Upon completion of the work under the contract and/or on an annual basis, whichever is more frequent, Contractor shall prepare a summary report of its HSE performance together with an accident statistics JKPP 8 submission before 31st January of the following year.

40. Statistics Board

In line with PTP’s objective to promote safety consciousness and safe working practices among the working employees, the Contractor is required to install a Loss Production Scoreboard to highlight achievement/milestone for safe working hours of employees.

The Contractor shall install the above at each site office. The Loss Production Scoreboard shall be of acceptable material and shall contain the following information as a minimum (in English and Bahasa Malaysia):

Name of company _____
Date Start of Work. Month _____ **Day** _____ **Year** _____
Safety Target (Man-hours, Year) _____
Best Record Achieved (Man-hours, Year) _____
Current Man-hours Achieved (Man-hours, Year) _____
Date of Last Loss Time Accident (Man-hours, Year) _____
Total Number of Loss Time Accidents _____

Attachment 1 - PPE Standards & Technical Specifications

1.	Safety Glasses	<p>Frame: Wide vision, clear plastic eye shield with side protection which can be worn over spectacles</p> <p>Lenses: Clear polycarbonate affording BS2092 Grade 2 impact protection</p> <p>Marking: all eye shields shall be appropriately and distinctly stamped with the authentic trademarks of the Manufacturer's monogram and standards.</p> <p>Accessories: Neck strap only Certificate: Manufacture's Certificate of compliance to standards.</p> <p>ANSI Z 87.1-1979 ANSI ZZ 87.1-1979 AS 1337-1981 BS 2092, BS1542, BS679, DIN 4646/58211</p>
2.	Safety shoes	<p>Hazard control: Crush from heavy objects (steel toe), Cuts and Puncture, Slip (oil resistant sole), Trip & Fall and Electrocution.</p> <p>ANSI Z 41.1-1967 AS 2210 EN 345</p>
3.	Chemical use	<p>Hazard control: Crush from heavy objects(steel toe), Slip(oil resistant sole), Trip & Fall and Chemical contact</p> <p>BS 1870/3 , DIN 4843</p>
4.	<p>Hand Protection</p> <p>Cotton Glove</p> <p>Leather Cotton Glove</p> <p>PVC Glove</p>	<p>All types of gloves, cotton, leather or PVC conforming to BS 1651 are acceptable.</p> <p>Knitted Cuffs, palm, thumb and forefinger with anti-slip, PVC Dots. Overall length 250mm</p> <p>Cotton drill knitted cuffs with chrome leather palm. Overall length 250mm</p> <p>PVC over knit cotton interlocks standard weight and smooth surface. Length 400 mm.</p>
5.	Head Protection	<p>Peak type, Chemical resistance complete with hot press branding adjustable headband, Clip and Elastic chin straps</p> <p>Material: ABS (Acrylic Butadiene Styrene Added with Nitrile)</p> <p>ANSI Z 89.2-71, ANSI Z 89.1-86 class B, AS 1808-81, BS 5240, DIN 4840</p>

6.	<p>Eye/face protection Chemical splash goggle</p> <p>Face shield</p> <p>Welding goggles</p>	<p>Goggles with hooded ventilation - 2 (face shield (9) in combination with safety glasses - 4, 5) ANSI Z87.1-68</p> <p>Goggles or Safety glasses - 1,3, 4, 5 (for severe exposure face shield - 9) ANSI Z 89.1</p> <p>Welding goggles with tinted lenses 6, 7, 8 (for severe exposure face shield - 9) ANSI Z 87.1-68, ANSI Z 87.1-79</p>
7.	Safety harness	<p>The harnesses shall be constructed of shock-absorbing material e.g. Webbing manufactured from synthetic fibre. Similar, safety lanyards shall also be of synthetic fibres e.g. Polyamide, nylon or polyester.</p> <p>To reduce possible injuries to the users from decelerating forces, safety harnesses, the leg and shoulder load-carrying straps at least 38mm (1.5 inches) wide.</p> <p>Each safety harness must be provided with one or more D-rings suitably positioned for attachment to two safety lanyards. They shall withstand a 5000 lb (2300 kg) force without breaking or cracking.</p> <p>Buckles should be of a universal-friction type. Harnesses with load-bearing single-insertion type buckles are not permitted. Snap hooks for safety lanyards shall be of the self-closing type and shall be designed so that disengagement of each of the latches requires a deliberate action.</p> <p>All harnesses and safety lanyards shall carry test certificates or certificates of compliance to the standards to which they are manufactured.</p> <p>Two types of safety harnesses are recommended and they are classified according to their intended use:- Chest Harness - Class II</p>
8.	Personnel floatation devices (PFD's) Life Jackets	<p>It is intended as an aid to turn an unconscious person in the water from a face down position to a vertical and slightly backward position which greatly increases the chance of Survival. Type 1 PFD USGC/Type V PFD USGC</p>
9.	Breathing apparatus	BS 4667, NIOSH
10.	Self-contain breathing apparatus	NIOSH, ANSI, AS, BS

11.	Other respirator for protection from dust, vapour ,etc.	BS 2091, NISOH, EN 149
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Attachment 2: HSE Policy



HEALTH, SAFETY, AND ENVIRONMENT POLICY

It is the commitment of the Port of Tanjung Pelepas to conduct all its activities to a policy of zero harm to people and the environment.

We will conduct our activities in a manner that protects the health and safety of our employees and that the actions of the company and its employees do not harm the health and safety of others.

Our Policy Commitment:

- Continual improvement of HSE performance
- Compliance with HSE related regulations and legislation
- Prevention of injuries and illnesses
- Minimizing any negative impact on environment
- Providing a framework for setting and reviewing HSE objectives & targets
- Providing a healthy and safe work facility & environment
- Protection of employees, labour, contractors, customers and visitors

The Policy will be implemented by:

- Zero tolerance of unsafe work behavior
- Visible and active demonstration of leadership by the entire management team
- Promoting HSE culture and awareness throughout the entire organization
- Providing required resources and support to achieve the HSE objectives and targets
- Providing adequate and relevant HSE training to all staff at all levels
- Reporting and investigating of all accidents and incidents
- Identifying and mitigating all HSE hazards and managing risk to acceptable levels
- Communicating progress on HSE performance to all stakeholders
- Adopting best practices and industry standards to improve the HSE performance

The management will visibly and consistently uphold the principles and requirements of this policy and regularly review the HSE performance.

Each person is responsible and accountable for their own safety as well as personnel under his/her management. Through active participation and commitment of all our staff, we will strive to meet and exceed the requirements of this Policy.

A handwritten signature in black ink, appearing to read 'Marco Neelsen', is written over a white rectangular area.

Marco Neelsen
Chief Executive Officer
Port of Tanjung Pelepas
December 2016

Attachment 3: Security Policy



A Member of  MMC Group

SECURITY POLICY

The Port of Tanjung Pelepas is committed to providing a secure workplace ensuring that our business activities are conducted in a manner that complies with local and international law, regulations, including requirements of the ISPS code.

The policy has been established on the basis that concern for the security of our employees, customers and assets are essential to the successful conduct and future growth of our business.

Policy objectives:

- Continual improvement of security performance and processes through regular audits
- Identification and evaluation of all security issues or aspects and establishment of controls to manage and reduce all risks to an acceptable level
- Compliance with all applied International and National governmental security legislative requirements
- Adoption of other security initiatives as deemed operationally and commercially necessary
- Safeguarding company employees, commercial and operational assets and our client's interests
- Intolerance of the conditions and behaviors that contribute to breaches of security
- Promote security awareness amongst all employees
- Communicate relevant content of the policy, where applicable to third party organizations, visitors and contractors
- Recording and communicating security performance throughout the organization

The Management will visibly uphold the principles of this policy and integrate them throughout the company and will regularly review security management performance.

Every employee whose work may create a significant security impact will be trained and held accountable for complying with the policy and related procedures, practices, instructions and rules.

Through the active participation and commitment of all our staff, we will strive to meet and exceed the requirements of this policy and demonstrate our commitment to security excellence.

A handwritten signature in white ink, appearing to read 'Marco Neelsen', is written over a faint circular watermark.

Marco Neelsen
Chief Executive Officer
Port of Tanjung Pelepas
December 2016

ANNEXURE E

MEMORANDUM OF ACCEPTANCE

To,

PELABUHAN TANJUNG PELEPAS SDN BHD

Wisma PTP, Block A,
Jalan Pelabuhan Tanjung Pelepas,
TST 507, 81560 Gelang Patah,
Johor Darul Ta'zim, Malaysia

Attn: ***[please insert details]***
Chief Executive Officer

Sir,

ACCEPTANCE OF THE TERMS AND CONDITIONS OF BUSINESS

We, the undersigned, hereby fully understand and agree with the provisions of the Terms and Conditions of Business including all schedules and annexures attached hereto and we hereby confirm our unconditional acceptance and agreement to be bound by the same.

.....
Company's name
(Company No: *)

.....
Witness's Signature

Company Stamp :

Company Stamp :

Address :

Address :

.....

.....

.....

.....

Name :

Name :

ANNEXURE F

BANK GUARANTEE (General)

[BANKERS' LETTERHEAD & ADDRESS]

GUARANTEE NO.: _____
[To Be Stamped]

Date:

CHIEF EXECUTIVE OFFICER

Pelabuhan Tanjung Pelepas Sdn Bhd
Blok A, Wisma PTP
Jalan Pelabuhan Tanjung Pelepas
TST 507, 81560 Gelang Patah
Johor Darul Ta'zim

Dear Sir,

BANK GUARANTEE

WHEREAS

- A. [please insert details] (Company No.: [please insert details]) ("Customer") has entered into an agreement with Pelabuhan Tanjung Pelepas Sdn Bhd (Company No.: 328719-K) ("PTP") for the provision of the Port Services and/ or Facilities; and
- B. **Clause 10.4(a)(ii)** of the Terms and Conditions of Business oblige the Customer to furnish a guarantee as a Security Deposit.

In consideration of your accepting our obligations herein contained in discharge of the Customer's to provide such guarantee we, (**bank**) hereby irrevocably and unconditionally agree to pay you Ringgit Malaysia [please insert amount] (RM*) ("**Guaranteed Amount**") and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand made by you upon us at our address, (**please insert address**) from time to time or at any time and without the need for you to take legal action against or to obtain the consent from the Customer, notwithstanding any objection by the Customer and without any further proof or conditions and without any right of set-off or counterclaim, we shall forthwith pay to you the amount or amounts specified in such demand or demands, not exceeding the Guaranteed Amount. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct in your written demand.
2. Our obligation hereunder shall not be affected by act, omissions, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without limitation and whether or not to us or you:
 - (a) any time or waiver granted to the Customer or any other person, the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Customer or any other person;
 - (b) any unenforceability, invalidity or frustration of any obligations of the Customer or any other person under the Terms and Conditions of Business, contract or any other document or security;
 - (c) any variation of or amendments to the Terms and Conditions of Business, contract or the Port Services and/ or Facilities to be performed thereunder or any other document or

security, so that references to the Terms and Conditions of Business or contract in this guarantee shall include each such variation and amendment;

- (d) any legal limitation, disability or incapacity relating to the Customer or any other person;
 - (e) the validity period of this guarantee shall be from **(please insert date)** to **(please insert date)** and shall remain in effect throughout the validity period. We shall have no liability in respect to any claims made by you under this guarantee which are:
 - (i) received by us after the expiry of this guarantee, whether or not this guarantee is returned to us for cancellation. All demands under this guarantee must be received by us on or before the expiry of the guarantee; and
 - (ii) the date we receive the original of this guarantee for cancellation; and
 - (f) any other fact, circumstance, provision of statute or rule of law which might, were our liability be secondary rather than primary, entitle us to be released in whole or in part from our undertaking.
3. We shall extend the guarantee for a period as requested by you in your written notice only upon receipt by us of your written request for the extension on or before the expiry of the validity period. In the event of renewal, a fresh guarantee shall be deposited to you **one (1) month** before the expiry of the existing guarantee.
 4. This guarantee cannot be assigned without our prior written consent which shall not be withheld and/or delayed.
 5. Any payment made hereunder shall be made free and clear of and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
 6. All payments under this guarantee shall be made in an amount equivalent to the value of the Malaysian Ringgit specified in your letter of demand.
 7. This guarantee shall be governed by and construed in accordance with the laws of Malaysia and we hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia over any claim arising out of this guarantee.
 8. Time wherever mentioned shall be of the essence of this guarantee.

IN WITNESS WHEREOF this guarantee has been executed on **[please insert date]**

Signed for and on behalf)
of the said Guarantor)
in the presence of)

Name :
Designation :

.....
Witness

ANNEXURE F

BANK GUARANTEE (By Group of Company)

[BANKERS' LETTERHEAD & ADDRESS]

GUARANTEE NO.: _____
[To Be Stamped]

Date:

CHIEF EXECUTIVE OFFICER

Pelabuhan Tanjung Pelepas Sdn Bhd
Blok A, Wisma PTP
Jalan Pelabuhan Tanjung Pelepas
TST 507, 81560 Gelang Patah
Johor Darul Ta'zim

Dear Sir,

BANK GUARANTEE

WHEREAS

- A. [please insert details] (Company No.: [please insert details]) ("Customer") has entered into an agreement with Pelabuhan Tanjung Pelepas Sdn Bhd (Company No.: 328719-K) ("PTP") for the provision of the Port Services and/ or Facilities;
- B. Clause 10.4(a)(ii) of the Terms and Conditions of Business oblige the Customer to furnish a guarantee as a Security Deposit; and
- C. [please insert details] (Company No.: [please insert details]) is the holding company/subsidiary company/related company of the Customer ("Related Company") and has agreed to provide the requisite guarantee to satisfy the requirement of the Contract in lieu of the Customer.

In consideration of your accepting our obligations herein contained in discharge of the Customer's to provide such guarantee we, (**bank**) hereby irrevocably and unconditionally agree to pay you Ringgit Malaysia [please insert amount] (RM*) ("**Guaranteed Amount**") and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand made by you upon us at our address, ([please insert address]) from time to time or at any time and without the need for you to take legal action against or to obtain the consent from the Customer, notwithstanding any objection by the Customer and without any further proof or conditions and without any right of set-off or counterclaim, we shall forthwith pay to you the amount or amounts specified in such demand or demands, not exceeding the Guaranteed Amount. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct in your written demand.
2. Our obligation hereunder shall not be affected by act, omissions, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without limitation and whether or not to us or you:
 - (a) any time or waiver granted to the Customer, Related Company or any other person, the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Customer, Related Company or any other person;
 - (b) any unenforceability, invalidity or frustration of any obligations of the Customer, Related Company or any other person under the Terms and Conditions of Business, contract or any other document or security;

- (c) any variation of or amendments to the Terms and Conditions of Business, contract or the Port Services and/ or Facilities to be performed thereunder or any other document or security so that references to the Terms and Conditions of Business, or contract in this guarantee shall include each such variation and amendment;
 - (d) any legal limitation, disability or incapacity relating to the Customer, Related Company or any other person;
 - (e) the validity period of this guarantee shall be from **(please insert date)** to **(please insert date)** and shall remain in effect throughout the validity period. We shall have no liability in respect to any claims made by you under this guarantee which are:
 - (i) received by us after the expiry of this guarantee, whether or not this guarantee is returned to us for cancellation. All demands under this guarantee must be received by us on or before the expiry of the guarantee; and
 - (ii) the date we receive the original of this guarantee for cancellation; and
 - (f) any other fact, circumstance, provision of statute or rule of law which might, were our liability be secondary rather than primary, entitle us to be released in whole or in part from our undertaking.
3. We shall extend the guarantee for a period as requested by you in your written notice only upon receipt by us of your written request for the extension on or before the expiry of the validity period. In the event of renewal, a fresh guarantee shall be deposited to you **one (1) month** before the expiry of the existing guarantee.
 4. This guarantee cannot be assigned without our prior written consent which shall not be withheld and/or delayed.
 5. Any payment made hereunder shall be made free and clear of and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
 6. All payments under this guarantee shall be made in an amount equivalent to the value of the Malaysian Ringgit specified in your letter of demand.
 7. This guarantee shall be governed by and construed in accordance with the laws of Malaysia and we hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia over any claim arising out of this guarantee.
 8. Time wherever mentioned shall be of the essence of this guarantee.

IN WITNESS WHEREOF this guarantee has been executed on **[please insert date]**

Signed for and on behalf)
 of the said Guarantor)
 in the presence of)

Name :
 Designation :

.....
 Witness

ANNEXURE G

EXCEPTED ARTICLES

1. Gold
2. Silver
3. Bullion, coins and currency notes
4. Precious stones
5. Precious metals
6. Securities for cash and stamps
7. Documents and title deeds
8. Opium, essential oils and similar valuable drugs
9. Lace, fur and feathers
10. Works of art and paintings
11. Scientific instruments of all kinds
12. Revenue of postal stamps
13. Gold, silver and platinum watches
14. Precious metal jewellery
15. Antiques
16. All other specially valuable articles

ANNEXURE H

MARINE INFORMATION GUIDELINES

GENERAL DIRECTIONS FOR NAVIGATION PELABUHAN TANJUNG PELEPAS MARINE INFORMATION GUIDELINE

Position : *Lat. 01° 21'. 4 N, Long. 103° 33'. 0 E*
Charts : *MAL 5123, BA 2570, BA 2587, BA 3833*
Local Time : *GMT + 8*

1.0 GENERAL INFORMATION

Port of Tanjung Pelepas is managed and operated by Pelabuhan Tanjung Pelepas Sdn Bhd (PTP).

The port has a linear wharf with 360 meters length per berth and a total of 14 berths with total length of 5040 meters.

The declared depth of the channel, wharf and the turning basin is as follows:

BERTH NO	DISP TONNAGE	BERTH LENGTH/ CHANNEL WIDTH	DECLARED DEPTH(ACD)
ACCESS CHANNEL TO TG PELEPAS PORT		420 M X 7,000 M	18.0 METRES
BERTH 1	119 300 t	360 METRES	15.3 METRES
BERTH 2	119 300 t	360 METRES	15.3 METRES
BERTH 3	119 300 t	360 METRES	15.3 METRES
BERTH 4	119 300 t	360 METRES	15.3 METRES
BERTH 5	119 300 t	360 METRES	16.5 METRES
BERTH 6	119 300 t	360 METRES	16.5 METRES
BERTH 7	250 000 t	360 METRES	18.4 METRES
BERTH 8	250 000 t	360 METRES	18.4 METRES
BERTH 9	250 000t	360 METRES	18.4 METRES
BERTH 10	250 000t	360 METRES	18.4 METRES
BERTH 11	250 000t	360 METRES	18.4 METRES
BERTH 12	250 000t	360 METRES	18.4 METRES
BERTH 13	250 000t	360 METRES	19.0 METRES
BERTH 14	250 000t	360 METRES	19.0 METRES
TURNING BASIN PHASE I PHASE 2		600 X 2160 M 600 X 3250 M	18.0 METRES 18.0 METRES

1.1 GENERAL DIRECTIONS FOR NAVIGATION

1.1.1 This General Directions are in compliance with the Port Authority Act 1963, Port By- Laws 2000 and Notices to Mariners.

1.2 APPROACHES AND PILOT BOARDING AREA

1.2.1 Port of Tanjung Pelepas can be approached via the Southern entrance. Tanjung Pelepas dredged channel. This channel is 420 meters wide and 10,000 meters in length. The declared depth is 18.0 meters ACD at approach channel and 18 meters at Phase 2 turning basin.

1.2.2 The pilot boarding area is located at **Lat. 01°13.93 N, Long 103°31.87 E**. A vessel waiting for the pilot can drift about 1 mile south of the above position.

1.3 PORT AND PILOTAGE LIMIT

1.3.1 The areas enclosed by the following imaginary lines:

- A) From a point at Latitude 01° 15'.9 North., Longitude 103° 31'.1 East, directly to
- B) Latitude 01° 15'.45' North, Longitude 103° 30'.65 East, thence directly to
- C) Latitude 01° 14'.50' North, Longitude 103° 29'.60 East, thence directly to
- D) Latitude 01° 13'.50' North, Longitude 103° 33'.57 East, thence directly to
- E) Latitude 01° 15'.35 North, Longitude 103° 33'.94 East, thence directly to
- F) Latitude 01° 15'.95 North, Longitude 103° 35'.11 East, thence directly to
- G) Latitude 01° 18'.00 North, Longitude 103° 36'.00 East, thence directly to
- H) Latitude 01° 21'.15 North, Longitude 103° 37'.65 East, thence directly to
- I) Latitude 01° 21'. 45 North, Longitude 103° 37'. 25 East, thence along coastline westward returning to position (A), including all rivers and tributaries flowing into these waters navigable by seagoing vessels and all piers, jetties, landing places, wharves, quays, docks and other similar works whether within or without the high water mark and any portion of shore or bank within 45.72 meters of high water mark, subject to any rights of existing private properties.

1.4 ANCHORAGES

Anchoring within the Tanjung Pelepas Port Limit shall be at the designated anchorage areas bounded by the following coordinates:

1.4.1 General Purpose Anchorage Area

The area enclosed by the following imaginary lines:

A	From Latitude 1°16'.67 North	103° 34'.96 East to
---	------------------------------	---------------------

B	1°15'.16 North	103° 34'.96 East to
C	1°13'.50 North	103° 34'.65 East to
D	1°15'.36 North	103° 33'.00 East to
E	Hence North East to position A	

1.4.2 Explosives and Hazardous Cargo Anchorage

The area enclosed by the following imaginary lines:

A	From Latitude 1°16'.67 North	103° 34'.96 East to
B	1°16'.67 North	103° 35'.59 East to
C	1°15'.46 North	103° 35'.59 East to
D	1°15'.16 North	103° 34'.96 East
E	Hence North to position A	

1.5 **MOVEMENT OF VESSELS IN PORT**

Prior permission must be obtained from the Tanjung Pelepas Port Control office for any vessel movement. All vessels operating within the port limit are under the surveillance of the Vessels Traffic Management System (VTMS) and pilotage is mandatory for ship LOA more than 15 metres.

1.6 **PILOTAGE**

1.6.1 Pilotage is compulsory within the limit of the Tanjung Pelepas Port and the service is provided by Port of Tanjung Pelepas Sdn Bhd round the clock. Minimum 7 days notification of ETA shall be given to Port Control Centre. Vessel call are to be registered in the Marine Resource Management System (MRMS) for berthing and unberthing arrangement.

1.6.1.1 For arrival vessel: 3 hours minimum notice required for pilot booking

1.6.1.2 For vessel departure: 3 hours minimum notice required for pilot booking.

1.6.1.3 Vessel particulars for pilots shall be submitted by every vessel only once for PTP's Marine Services records through email.

1.6.1.4 Request for pilot services is through MRMS.

1.7 **CHARTS**

1.7.1 PTP Charts published by British Admiralty namely BA 2570, BA 2587, BA 3833 and BA 4038 can be purchase at following address,

1) Motion Smiths
 Lot 20, Jalan 225
 46100 Petaling Jaya
 Tel: 03-78743422
 Fax: 03-78743414

2) Motion Smiths
 6 Jurong Pier Road
 Singapore 619158
 Tel: +65-6220 5098
 Fax: +65-62254902

- 3) DPM (Singapore) Pte. Ltd.
1, Maritime Square # 13-02-04, World Trade Centre
Singapore 099253
Tel: +65-62704060
Fax: +65-62719569

- 4) Midland Publications
No.530 Blok A3, Pusat Dagangan Setia Jaya
9, Jalan PJS 8/9
Bandar Sunway 46150, Petaling Jaya
Tel: 03-7873 6323
Fax: 03-7873 6424

- 5) Trinity Navigation Sdn. Bhd.
1st Floor, No7, Taman Seri Berembang,
Jalan Kem, 42000 Port Klang
Tel: 03-31662414
Fax: 03-31662479

1.7.2 Chart MAL 5123 published by Royal Malaysian Navy can be purchased directly from,

Pusat Hidrografi Nasional
Bandar Armada Putra,
Pulau Indah,
42009, Pelabuhan Klang,
Selangor, Malaysia
Tel: 603-21694400
Fax: 603-31013111

2.0 COMMUNICATIONS

VHF radio communication can be established with “PTP PORT CONTROL” as follows:

Channel 1	PTP emergencies / standby
Channel 83,76	PCC (port control center) to ships, Piloting
Channel 60,64,66,75	Port Operations, Tugs, Pilots
Channel 16	Calling, Distress and Safety
Channel 6	Ship to Ship

3.0 MARINE CRAFTS

3.1 PILOT BOAT

3.1.1 Port of Tanjung Pelepas operates with 3 pilot boats with 1 spare boat and this number will be gradually increased.

3.2 TUGBOAT

3.2.1 Port of Tanjung Pelepas operates with 9 tugboats. All tugboats are fitted with fire-fighting equipment and 45 - 80 tons bollard pull with 3600 - 6800 horsepower.

3.2.2 The shipmaster upon the advice of the pilot, shall determine the number of tugs to be employed, but the port operator may stipulate a minimum number of tugs to be employed based on the LOA and draft of the vessels.

4.0 TERMS AND CONDITIONS OF BUSINESS (As published in PTP Website)

5.0 CHARGES FOR ACCOUNT OF VESSEL (Simplified Tariff as published in PTP Website)

6.0 AUTHORITIES

6.1 Port Health:

All vessels must obtain health clearance from the port health officer before commencing cargo works. Relevant information will have to be furnished at least 24 hours prior to vessel arrival.

6.2 Immigration:

Vessels to provide Crew list and stowaway declaration.

6.3 Marine Department:

Ship clearance will have to be obtained by the agents from the Southern Region Marine Department.

6.4 Customs:

Relevant information such as Personal effects list, cargo manifest, general declaration list and bond store list shall be made available to the customs officers for inspections for the purpose of port clearance.

7.0 FRESH WATER SUPPLY

7.1 AT BERTH

Fresh water supply via pipelines can be arranged at PTP berths via PTP's Port Police Department.

7.2 OFF BERTH

Supply can be obtained from private company.

8.0 WHARF PARAMETERS

8.1 Water Levels

<i>Pos</i>	<i>Parameter</i>	<i>Data/Size/Dimension</i>	<i>Source</i>
14.1.1	Adopted Sounding Datum (ASD)	Lowest Astronomical Tide (L.A.T)	Geosurveys-EEC Report
14.1.2	L.A.T (Chart Datum – CD)	+1.82 m below LSD	Masterplan Volume 1, Main Report Table 7.2
14.1.3	Highest Astronomical Tide (HAT)	+4.05 m CD	Masterplan Volume 1, Main Report Table 7.2
14.1.4	Mean Higher High Water (MHHW)	+3.34 m CD	Masterplan Volume 1, Main Report Table 7.2
14.1.5	Mean Lower High Water (MLHW)	+2.84 m CD	Masterplan Volume 1, Main Report Table 7.2
14.1.6	Malaysian Land Survey Datum (LSD)	+1.82 m CD	Masterplan Volume 1, Main Report Table 7.2
14.1.7	Mean Sea Level (MSL)	+2.05 m CD	Masterplan Volume 1, Main Report Table 7.2
14.1.8	Mean Higher – Low Water (MHLW)	+1.32 m CD	Masterplan Volume 1, Main Report Table 7.2
14.1.9	Mean Lower-Low Water (MLLW)	+0.86 m CD	Masterplan Volume 1, Main Report Table 7.2
14.1.10	Sea level rise during lifetime of structure	0.36 m in next 60 years	IPCC best scenario 1995

8.2 Wharf

Pos	Parameter	Data/Size/Dimension	Source
14.2.1	14 Berths x 360	5040 m	UPSB / HPC/ DPI
14.2.2	Displacement Berth 1 – Berth 6 Berth 7 – Berth 14	119,300 t 250,000 t	UPSB / HPC ODENSE STEEL SHIPYARD Ltd Denmark
14.2.3	Berthing Velocity Transverse to Berth Berth 1 – Berth 6 Berth 7 – Berth 14	Berthing Velocity Transverse to Berth 0.12 m / sec 0.08 m / sec	BS 6349.P4.1994 Sec 4.6 Fig 1
14.2.4	Area load on wharf	55 kN/m ² (5.5 ton / m ²)	EAU 1990
14.2.5	Bollard Pull Force Berth 1 – Berth 6 Berth 7 - Berth 14	1500 kN (150 ton) 2000 kN (200 ton)	BS 6349. P4. 1994
14.2.6	Structural Design Depth of Wharf Berth 1 – Berth 4 Berth 5 – Berth 6 Berth 7 – Berth 14	15.30 m 16.50 m 18.50 m	UPSB / DPI
14.2.7	Container crane outreach	72.00 m	UPSB
14.2.8	Mooring force	1336 kN.	DPI

8.3 Environmental Criteria

Pos	Parameter	Data/Size/Dimension	Source
14.3.1	Max wind speed during vessel berthing	22 m/s	Masterplan Volume 111-6
14.3.2	Max wind speed, vessel at berth	27.7 m/s	Masterplan Volume 111-6 / DPI
4.3.3	Max significant wave height- Wave period -	H _{s max} = 1.2 m T _s = 4 – 5 seconds	Sellhorn wind wave calculation / DPI design Final Report
14.3.4	Max river current	1.0 m /s	Masterplan Vol II, 11-6 / DPI

8.4 TABLE OF COURSE AND DISTANCE

Pilot Boarding Area (PBA) to Buoy No. 9

From	To	Course	Distance
PBA	Buoy No. 1	25° (T)	1.3 N.M.
Buoy No. 1	Buoy No. 7	16° (T)	3.0 N.M.
Buoy No. 7	Buoy No. 9	01° (T)	0.6 N.M.
Buoy No. 10	Buoy No. 12	338° (T)	0.8 N.M.
Buoy No. 12	Buoy No. 14	328° (T)	0.55 N.M.
Buoy No. 14 (SP2)	Buoy No. 15 (SP1)	344° (T)	0.58 N.M

9.0 TELEPHONE DIRECTORY

PTP Port Control Center:

Tel: 07-5042299 / 019-7566311

Fax: 07-5071407

E-mail: marinevtms@ptp.com.my

Emergency Services

No.	Service	Office	Mobile
1.	Fire	07-5042222	019-779 7884
2.	Ambulance	07-5042222	019-779 7884
3.	Port Police	07-5042222	019-779 0952
4.	Manager, HSE	07-5042231	019-775 5784
5.	Hot Line		019-723 3252

Government Agencies

No.	Agency	Office
1.	Southern Region Marine Department	07-5072313
2.	General Hospital Johor Bahru	07-2231666 or 999-GH JB
3.	Bomba, Johor Bahru	07-2243444
4.	MRCC Port Klang	03-31670530
5.	PDRM, Marine Police Tampoi	07-2372222
6.	PDRM, Central Johor Bahru	07-2232222
5.	PDRM, Kulai	07-6632222
6.	Johor Port Authority	07-2514494
7.	Southern Region Maritime Enforcement Agency	07-2236100

TERMS AND CONDITIONS OF BUSINESS

PILOTAGE AND TOWAGE SERVICES

1. PILOTAGE SERVICES

Navigating in Port Pilotage District

- 1.1 No Ship for which pilotage is compulsory as specified by Authority from time to time shall navigate in the Port Pilotage District without the assistance of a Pilot.

Requirement to Use PTP Pilotage Services

- 1.2 No Ship requiring pilotage for the purpose of approaching, leaving or operating within the Port shall engage a Pilot other than a Pilot provided or authorised by PTP and who is duly licensed to act as a Pilot in the Port Pilotage District by the Pilotage Committee of the Authority.

Use of Pilotage Services

- 1.3 Pilotage services shall be undertaken by PTP upon the following terms and conditions:
- (a) pilotage services in respect of an incoming Ship shall be deemed to commence only when the Pilot has boarded the Ship and shall be deemed to end when the Ship has been anchored, moored or otherwise secured to the satisfaction of the Master;
 - (b) pilotage services in respect of an outgoing Ship shall be deemed to commence only when the Pilot has boarded the Ship and shall be deemed to end when he leaves the Ship; and
 - (c) pilotage services in respect of any other movement of a Ship shall be deemed to commence when the Pilot has boarded the Ship and shall be deemed to end when he leaves the Ship.
- 1.4 A Pilot supplied by PTP whilst engaged in any pilotage act shall be deemed to be the servant only of the Port User contracting for the services of the Pilot and neither PTP nor the Pilot shall be liable for any loss or damage occasioned by any act, omission or default of such Pilot.
- 1.5 The Port User employing the services of a Pilot to navigate in circumstances in which pilotage is compulsory shall be answerable for any loss or damage caused by the Ship by fault of the navigation of the Ship in the same manner as he would be if the pilotage were not compulsory.
- 1.6 When a Pilot taking over the conduct of a Ship finds that for any reason such Ship is not, in his opinion, fit to proceed in her existing condition, he may refuse to continue the services for which he has been engaged and may anchor or otherwise secure such Ship as safely as possible.
- 1.7 If a Pilot finds that a Ship of which he has the conduct appears to be overloaded, he shall have the right not to undertake the pilotage of that Ship.
- 1.8 Ships requiring the services of any Pilot shall comply with the Port Authorities Act 1963, the Johore (Tanjung Pelepas) Port Authority By-Laws 1999, all other rules and regulations issued and enforced by the relevant government authorities and with all the international

conventions ratified by the Government of Malaysia relating to pilotage and pilotage operation including any other direction stipulated by PTP from time to time for the safe pilotage and convenience of pilotage operation.

2. TOWAGE SERVICES

Requirement to Use PTP Towage Services

- 2.1 No Ship requiring towage for the purposes of approaching, leaving or operating within the Port shall make use of any towage services other than those provided by PTP.

Use of Towage Services

- 2.2 Towage and assistance connected with the towage of Ships shall only be undertaken by PTP upon the following terms and conditions:

- (a) the towage services shall be deemed to commence when the tug receives orders from PTP to leave the base to proceed and is deemed to end when the tug arrives at the base after final orders to cease attending are given by PTP;
- (b) the Master and crew of any tug whilst performing towage services shall be deemed to be the servants of and shall be under the order and control of the Port User using the towage services.

- 2.3 PTP shall not be liable to the Port User for any damage or loss, which it may suffer during the provision of towage services. The Port User shall bear, pay and indemnify PTP against any damage or loss which it may suffer during the course of, or in connection with towage services from any cause whatsoever including unseaworthiness, unfitness or breakdown of the tug, its equipment or towing gear, lack of fuel, stores or speed or otherwise but not including gross negligence at any time of PTP.
- 2.4 PTP may at any time, whether before or after the commencement of the towage services substitute one tug for another and tow or otherwise assist in matters connected with the towage of more than one Ship at a time. PTP shall be at liberty to employ a tug belonging to other tug owners for the whole or any part of the towage services.
- 2.5 No sum payable by the Port User shall be discharged or diminished by any sums recovered by PTP from its insurers in respect of the same damage or loss, and the Port User shall not be entitled to be subrogated to any rights of PTP or have any rights of contribution from PTP insurers.
- 2.6 In the event of PTP employing a tug belonging to other tug owners, for the whole or any part of the towage services, the Port User shall not bring any suit against the other tug owners in respect of any matter arising out of such towage services rendered in connection with the towage services.
- 2.7 These Terms and Conditions shall remain in force notwithstanding any deviation or interruption or failure in the performance of the towage services and whether there has been any substitution of tugs.

