

**GENERAL CONDITIONS
FOR SERVICES AND FACILITIES**

Provided by Bharat Mumbai Container Terminals Private Limited ("BMCT")

August 2024 edition

1 DEFINITIONS

1.1 Each of the following expressions and their grammatical variations used in the Contract shall have the following meaning unless the context of the Contract requires otherwise:

- 1.1.1 **"Account Holder"** means a third party who has opened a customer account and/or has a separate terminal service agreement with BMCT and who shall be separately billed for Containers carried in slots operated by it or on its behalf under its own slot operator code.
- 1.1.2 **"Advance Payment Account"** means an account opened with BMCT by the Customer prior to the provision of Services/Facilities by BMCT.
- 1.1.3 **"Applicable Laws"** means, as to any person, all applicable constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules and regulations binding upon such person or to which such a person, Goods or Services is subject including, without limitation, any requirement imposed by the International Maritime Organization, or any extra-territorial laws that apply by virtue of a nexus to any particular jurisdiction, including the corporate residence, place of incorporation or nationality.
- 1.1.4 **"Application"** means the application for the Services/Facilities, made by or for the Customer to BMCT in writing or by any other mode required or accepted by BMCT and granted by BMCT.
- 1.1.5 **"BMCT"** means the party designated and/or defined as such in the Application, its successors and permitted assigns.
- 1.1.6 **"BMCT Safety Rules"** means the document titled as such and containing the rules set by BMCT from time to time governing the safety of activities and persons within the BMCT Terminal, the current edition of which is attached as Annexure - A (and which the Customer hereby acknowledges as having read and agreed to).
- 1.1.7 **"BMCT Security Rules"** means the document titled as such and containing the rules set by BMCT from time to time governing the security of persons and property within the BMCT Terminal, the current edition of which is attached as Annexure - B (and which the Customer hereby acknowledges as having read and agreed to).
- 1.1.8 **"BMCT Tariff"** means the scale of rates applicable for the BMCT Terminal notified by the Tariff Authority for Major Ports ("**TAMP**") or such other tariff-fixing regulatory authority as prescribed by Applicable Laws from time to time. The current edition of the applicable scale of rates is available on https://india.globalpsa.com/mumbai/wp-content/uploads/sites/3/2023/03/Tariff_FY_23-24.pdf (and which the Customer hereby acknowledges as having read and agreed to) and any amendments thereto (as notified or published by BMCT from time to time) which shall also be binding on the Customer. In the event that such tariff-fixing regulatory authority is abolished and there is no other tariff-fixing regulatory authority prescribed by Applicable Laws, then the applicable charges for the Services or Facilities provided by BMCT will be determined and notified by BMCT to the Customer from time to time and shall be binding on the Customer.

- 1.1.9 **"BMCT Terminal"** means all or any part of any land, place, structure or building in which the Services/Facilities shall be provided by BMCT irrespective of whether or not such land, place, structure, or building shall be owned, operated, managed or controlled by BMCT, including any berth, jetty or wharf.
- 1.1.10 **"BMCT Traffic Rules"** means the document titled as such and containing the rules set by BMCT from time to time governing the movement, use and parking of vehicles within the BMCT Terminal, the current edition of which is attached as Annexure - C (and which the Customer hereby acknowledges as having read and agreed to).
- 1.1.11 **"Claim"** means any loss, damage, cost, expense and/or liability incurred due to any circumstances, including but not limited to the following:
- (a) any loss, destruction or damage of any property (including the property of the person suffering such loss, damage, cost or expense);
 - (b) any damage to the environment;
 - (c) the death or injury of any person;
 - (d) any economic or consequential loss or loss of profits suffered by any person and any demand or legal proceedings made or instituted in respect of such loss, damage, cost or expense (including advocate/solicitor and client costs); and/or
 - (e) compliance and/or non-compliance with Applicable Laws and/or obligations, and shall include any claims in respect of any of the above matters.
- 1.1.12 **"Conditions"** means these General Conditions and any reference to a "Condition" is a reference to that relevant clause in these Conditions.
- 1.1.13 **"Container"** means (a) a receptacle 6.1 metres or more in length equipped with corner castings to facilitate handling by mechanical equipment constructed in accordance with International Organization for Standardization ("**ISO**") specifications; or (b) any other non ISO standard and/or out-of-gauge containers, save that the Customer shall not tender the Containers in (b) to BMCT for Services except with BMCT's prior written approval.
- 1.1.14 **"Contract"** means the contract constituted by the Application including the Conditions and any other document expressly agreed between the Parties as forming part of such contract.
- 1.1.15 **"Contract Period"** means the period of the Contract from the commencement date until the expiry date both stipulated in the Application or in the absence of such stipulation:
- (a) until the complete performance of the Contract; or
 - (b) until the termination of the Contract in accordance with the provisions of the Contract,
- whichever shall be earlier.
- 1.1.16 **"Contract Sum"** means all or any sums payable by or for the Customer to BMCT under the Contract or at law in accordance (where applicable) with the rate stipulated in the Contract or in the absence of such stipulation, in accordance with the rate stipulated in the BMCT Tariff, and shall include without limitation any and all interest due on the same.
- 1.1.17 **"Controlled Goods"** means any cargo, goods, services, technical assistance, information, data or other item, which is subject to trade or export control, customs, trade sanctions and embargoes of the Relevant Countries.

- 1.1.18 **"Customer"** means the party to the Application other than BMCT, and includes the successors and permitted assigns of such party.
- 1.1.19 **"Customer's Representative"** means any one or more persons authorised by the Customer and approved by BMCT under Condition 14.1.
- 1.1.20 **"Dangerous Goods"** means:
- (a) cargo falling into any of the classes of dangerous goods set out in the International Maritime Dangerous Goods Code and/or under Applicable Law; and
 - (b) any empty receptacles previously used for the carriage of such goods unless such receptacles have been rendered safe.
- 1.1.21 **"Export Controls"** means any prohibition or restriction on the import or export of Goods imposed by any state, country, supranational or international governmental organization or other governmental authority.
- 1.1.22 **"Facilities"** means all or any part of the facilities described as such in the Application or any facilities provided by BMCT, whether for use in themselves or for use in connection with the provision of the Services.
- 1.1.23 **"Force Majeure"** means any of the following events occurring beyond the affected party's reasonable control (but shall not include lack of financial capacity or inability to make payments for any reason):
- (a) any act of God; act of war, rebellion, riot or civil commotion, insurrection, looting, blockade or embargo, act of public enemy, strike, action to work to rule, occupation or lock-out; theft, acts of terrorism or cyber-terrorism or sabotage; compliance with any regulation, measure, direction, order or request of any competent authority (whether in or outside of India) or person purporting to act therefor, mobilisation or requisitioning; movement control order, public health emergency, quarantine measure, pandemic or epidemic, obstruction of access, prohibition or restriction of import, export or transit, attachment or arrest of any property used for the performance of the Contract; abnormally high prices or failure of or stagnation in the supply of power, fuel, transport or equipment affecting the availability of materials or labour necessary for the performance of the Contract to a degree not existing at the time of commencement of the Contract Period, or any other similar circumstances; or
 - (b) any fire, smoke, explosion, water used to extinguish fires, atomic nuclear reaction, haze, flood, storm, peril of the sea, breaking adrift of any vessel from BMCT Terminal, damage by aircraft or vessel, obstruction to shipping or roads that provide access to or egress from BMCT Terminal or interruption of use of the Services/Facilities due to any cause whatsoever; or
 - (c) any other circumstances the occurrence or extent of which BMCT could not reasonably have controlled, foreseen, avoided, prevented or forestalled, including, without limitation, a third party's interference with BMCT's computer systems, hacking, cyber-attack, ransomware, phishing, computer viruses, DDOS, malware, ransomware, the stability or availability of the internet or a portion thereof or a network or device failure, whether within or external to BMCT's systems and/or data centre.
- 1.1.25 **"Goods"** means all or any part of any property of any kind whatsoever brought into (or intended to have been brought into) any part of BMCT Terminal by the Customer or for the Customer for the purposes of the Contract including any Container.

- 1.1.26 “**Goods Handling**” means all or any of the following Services and Facilities provided by BMCT which are the subject of the Application:
- (a) shifting Goods between any Vessel and any part of BMCT Terminal;
 - (b) shifting Goods from place to place within any part of BMCT Terminal;
 - (c) shifting Containers from place to place within any Vessel;
 - (d) shifting Containers from any part of BMCT Terminal to another part of BMCT Terminal;
 - (e) loading or unloading Dangerous Goods in containerised or breakbulk form;
 - (f) lashing/unlashing Goods;
 - (g) stuffing/unstuffing Goods;
 - (h) stowage planning of any Vessel;
 - (i) storing Goods in any part of BMCT Terminal;
 - (j) storing Goods classified by BMCT as valuable articles;
 - (k) delivery of any Container; and
 - (l) pre-trip inspection/run test of any Container.
- 1.1.27 “**INR**” means Indian Rupees, the lawful currency of India.
- 1.1.28 “**JNPA**” means Jawaharlal Nehru Port Authority.
- 1.1.29 “**Party**” means BMCT or the Customer.
- 1.1.30 “**Person**” means any natural person, partnership, body corporate or other legal entity.
- 1.1.31 “**Prohibited Item**” means any cargo or item which is illegal or contraband under any Applicable Laws, subject to Export Controls or the import or export of which is prohibited or restricted under any Sanctions.
- 1.1.32 “**Prohibited Person**” means a Person on any list of individuals or entities with whom transactions are currently prohibited or restricted under any Sanctions.
- 1.1.33 “**PSA**” means PSA International Pte Ltd and its subsidiaries, and their successors and assigns.
- 1.1.34 “**PSA Group Customer and Partner Principles**” means the code of conduct reflecting PSA’s business principles and details PSA’s expectations and shared commitment to ethical performance helping to improve the reputation of PSA, our partners, and our customers, the latest version which may be found at: <https://www.globalpsa.com/psa-international/#thecode>.
- 1.1.35 “**Reefer Services**” means all or any of the following services and facilities provided by BMCT which are the subject of the Application:
- (a) connecting or disconnecting any refrigerated Container to or from power plugs in any reefer yard forming part of BMCT Terminal;
 - (b) supplying electricity to any refrigerated Container and monitoring the temperature within the Container;
 - (c) repairing the reefer machinery of any refrigerated Container; and
 - (d) pre-trip inspection/run test of any refrigerated Container.
- 1.1.36 “**Related Corporation**” of a party means:
- (a) the ultimate parent of such party (which in the case of BMCT, shall be PSA);
 - (b) any entity that is a subsidiary, whether directly or indirectly, of the ultimate parent of such party; and
 - (c) a subsidiary of such party, whether directly or indirectly.

1.1.37 **“Sanctions”** means any sanction, Export Controls, prohibition, or restriction imposed by any state, country, supranational or international governmental organization or other relevant governmental authority.

1.1.38 **“Services”** means any service described as such in the Application and/or any operation, work or services performed or provided by BMCT in connection with Goods or a Vessel, including without limitation:

- (a) Goods Handling;
- (b) berthing or unberthing of any Vessel;
- (c) shifting or hauling of Vessel;
- (d) repair of any Container;
- (e) survey or inspection of any Goods and their contents to ascertain the nature and extent of any loss or damage of the same;
- (f) ship supplies to any Vessel;
- (g) supply of fresh water via pipeline to any Vessel;
- (h) distribution of power supply to any Vessel;
- (i) fumigation of any Goods;
- (j) supply of mechanical equipment and manpower for the lifting and moving of any Goods;
- (k) Reefer Services;
- (l) weighing of Containers;
- (m) documentation processing; and
- (n) inspection and survey of containers and vessels.

1.1.39 **“Services/Facilities”** means the Services and/or the Facilities, as the case may be.

1.1.40 **“TEU”** means twenty-foot equivalent unit and any Customer Container:

- (a) of 20 feet in length means 1 Customer TEU;
- (b) of 40 feet in length means 2 Customer TEUs; or
- (c) of 45 feet in length means 2.25 Customer TEUs.

1.1.41 **“Vessel”** means the vessel in respect of which any Service/Facilities is provided or to be provided under the Contract.

2 INTERPRETATION

2.1 Where the context so admits or requires, words denoting the singular number include the plural number and vice versa, and words denoting any gender include all genders.

2.2 The several documents or other modes of communication forming the Contract shall be taken as mutually explanatory of one another and unless expressly provided otherwise in the Contract:

- (a) in the event of any contradiction or inconsistency between any Condition and any other provision of the Contract, such other provision of the Contract shall prevail; and
- (b) in the event of any contradiction or inconsistency between any provision of the Contract (except the Conditions) and any other provision of the Contract (except the Conditions), the provision with a later date shall prevail.

2.3 All agreements and undertakings on the part of either Party which comprise more than one person or entity shall be joint and several.

2.4 All applications, orders, instructions, notices, requests, descriptions, directions, declarations, permissions, consents and all other communication under the Contract required or permitted to be made or given to BMCT shall be made or given in writing or by such other mode acceptable by BMCT.

- 2.5 Reference in the Contract to any statute includes a reference to such statute in force from time to time and any rules, regulations, notifications or orders made under such statute.
- 2.6 If the whole or any part of any provision of the Contract shall be or become illegal, invalid or unenforceable for any reason whatsoever including by reason of any statutory provision or by reason of any decision of any court or any other body or authority having jurisdiction over the Parties or the Contract, such whole or part of such provision shall be deemed to be deleted from the Contract provided that if any such deletion substantially affects or alters the commercial basis of the Contract, the Parties shall negotiate in good faith to amend the provisions of the Contract where necessary or desirable in the circumstances.
- 2.7 The headings of the provisions of the Contract are for reference and the convenience of the Parties only and do not define, limit or enlarge the meaning, interpretation or scope of the provisions.
- 2.8 Any trade term used, but not defined, in the Contract shall have (i) the meaning ascribed to the same under Applicable Law (including conventions and treaties having force of law) or (ii) in case no definition has been prescribed under Applicable Law, the meaning generally implied to such term under prevalent business/ trade practices.
- 2.9 BMCT RESERVES THE RIGHT TO REVIEW, REVISE, AMEND OR REPLACE ALL OR ANY PART OF THESE CONDITIONS FROM TIME TO TIME WITHOUT NOTICE. THE PREVAILING VERSION OF THESE CONDITIONS APPLICABLE FROM TIME TO TIME MAY BE FOUND AT <https://india.globalpsa.com/mumbai/>.

3 **CONTRACT**

3.1 The Contract

- 3.1.1 BMCT shall provide and the Customer shall accept the Services/Facilities during the Contract Period in consideration of the payment of the Contract Sum, all in accordance with the terms and conditions of the Contract.
- 3.1.2 Any undertaking by BMCT under the Contract to do any act may be carried out by its authorised employees, agents or contractors, in which event all acts or omissions which may be permitted of BMCT under the Contract shall also be permitted of such persons and all rights and protections from liability afforded to BMCT by the Contract in respect of such acts or omissions shall also be afforded to such persons.

3.2 Early Termination

- 3.2.1 Notwithstanding the other provisions of the Contract, BMCT may terminate the Contract forthwith at any time without any Claim or charge by the Customer if BMCT deems it necessary to do so for the protection of its legal, commercial, financial position and/or has any urgent reason for doing so.
- 3.2.2 Such urgent reasons shall include but not be limited to:
- (a) if the Customer shall fail to observe or perform any of its obligations under the Contract and shall not remedy its failure within a reasonable time after BMCT has notified the Customer of such failure;
 - (b) if BMCT shall be of the opinion that the presence of the Goods at any BMCT Terminal may lead to any Claim against BMCT, its servants or agents;
 - (c) if BMCT shall be of the opinion that the Goods at any BMCT Terminal are Prohibited Items and/or the Customer is a Prohibited Person which may

- result in BMCT facilitating and/or breaching any Applicable Laws or Sanctions; and/or
- (d) if BMCT shall be prevented from providing the Services/Facilities or if the Services/Facilities shall become unsuitable in any way for use due to any Force Majeure.

4. FACILITIES

4.1 Selection by BMCT

Unless expressly provided otherwise in the Contract, BMCT shall allocate the Facilities in its absolute discretion.

5. INFORMATION RELATING TO GOODS

5.1 General

- 5.1.1 The Customer shall on or before the delivery of any Goods to BMCT, and within timelines stipulated by BMCT, provide, or procure to be provided on its behalf, all information required by BMCT in respect of the Goods, including but not limited to:
- (a) information necessary for the compliance with Applicable Laws, the provision by BMCT of the Services and Facilities and/or for the safe, proper and efficient handling of the Goods;
 - (b) information knowledge of which are or may be of importance to BMCT; and
 - (c) information which is of such a nature that the Contract would not have been entered into or would not have been entered into on the same conditions, if BMCT had knowledge of those particulars.

5.1.2 BMCT shall be entitled (but shall not be obliged), at any time, to inspect, weigh and/or test the Goods and do any acts necessary or desirable in BMCT's opinion for the purposes of inspection or verification.

- 5.1.3 Charges, costs and expenses arising from the inspection, weighing and/or testing referred to in Condition 5.1.2, as determined by BMCT, shall be borne by the Customer if the inspection, weighing and/or testing:
- (a) shows that the information provided in respect of the Goods is incomplete and/or inaccurate;
 - (b) is requested by the Customer and/or any competent authority; or
 - (c) is conducted by BMCT for verification purposes or to comply with any Applicable Law or International Maritime Organization requirement.

Notwithstanding the foregoing, nothing relieves the Customer from its responsibility to ensure that all required information is provided to BMCT in accordance with Condition 5.1.1.

5.2 BMCT may accept delivery of the Goods and/or provide the Services/Facilities in connection therewith notwithstanding BMCT's knowledge of any incorrect or incomplete information relating to the Goods and in that event:

- (a) the Customer shall bear the risk and expense of any acts carried out by BMCT that BMCT considers necessary or desirable in respect of the Goods, Services and Facilities arising from such incorrect or incomplete information and shall indemnify BMCT against all Claims made by BMCT, its employees or agents, or any third party arising from such acts; and
- (b) BMCT shall not be liable for any Claim arising from BMCT's acceptance of delivery of the Goods and/or provision of the Services and Facilities in connection therewith, and BMCT's acceptance of such delivery shall not be deemed as an assumption of responsibility on the part of BMCT or waiver of BMCT's rights in

respect of the Customer's failure to comply with its obligations under Condition 5.1.1.

- 5.3 BMCT shall be entitled to refuse to accept delivery of the Goods, refuse to provide any Services/Facilities in respect thereof and/or take any necessary or desirable acts in connection therewith, without responsibility for any loss or any liability, consequential or otherwise, if in the opinion of BMCT:
- (a) the Customer fails to provide, in part or in full, any information required by BMCT pursuant to Condition 5.1.1 or the Goods do not conform with the information provided by the Customer under Condition 5.1.1;
 - (b) the Goods are delivered in an apparently damaged or defective condition; or
 - (c) the provision of such Services/Facilities may lead to a Claim against BMCT, its employees or agents.
- 5.4 BMCT shall be entitled to require payment from the Customer of any charges, cost or expense incurred by BMCT in respect of, and the Customer shall be liable to BMCT for and shall indemnify BMCT against all Claims suffered by or made against BMCT, its employees or agents arising from, BMCT's refusal to accept delivery of the Goods, BMCT's refusal to provide the Services/Facilities, any Services/Facilities provided prior and/or pursuant to BMCT's refusal to accept delivery of the Goods pursuant to Condition 5.3 and/or any necessary or desirable acts taken by BMCT in connection therewith.
- 5.5 BMCT shall be entitled in its absolute discretion to rely on and accept, prima facie, any information communicated to and received by BMCT from the Customer and/or the results of any inspection, weighing or testing carried out by BMCT under Condition 5.1.2, and the Customer shall be liable to BMCT for and shall indemnify BMCT against all Claims suffered by or made against BMCT, its employees or agents arising from such reliance by BMCT, or such inspection, weighing and/or testing, or any incorrect or incomplete description, statement, indication, information, notice, direction or instruction made or given by the Customer to BMCT, in addition to the charges, costs and expenses payable by the Customer under Conditions 5.1.3 and 5.2.
- 5.6 For duties, taxes and charges.
- 5.6.1 For Goods subject (or that may be subject) to duties, taxes or other charges by the competent authorities, the Customer shall, reasonably in advance, provide to BMCT all information and documents required by BMCT to enable BMCT to make the appropriate declarations to such authorities in respect of such Goods or to facilitate BMCT's dealings with such authorities.
- 5.6.2 The Customer shall be liable for and indemnify BMCT against any Claim, penalties, taxes or duties suffered or payable by BMCT arising from any delay in or any failure to provide the required information and/or documents under Condition 5.6.1 or any incorrect or incomplete information or documents that have been provided by the Customer to BMCT.
- 5.7 The Customer shall not deposit any arms, (as defined in Section 2(c) Arms Act, 1959), explosives (as defined in Section 4(d) of Explosives Act, 1884) or Dangerous Goods with BMCT unless the nature thereof has been declared or made known to BMCT and BMCT has provided written agreement to the same.

6. TRANSPORTATION, PACKING MATERIALS AND CONTAINERS

6.1 Standards

The Customer shall ensure at all times that the means of transportation, packing materials and containers and their accessories used in the delivery of the Goods to BMCT shall be in a sound, clean, tight and staunch condition, fit for use in respect of the Goods and in compliance with the requirements of the competent authorities or agencies. BMCT will not be liable for any Claim arising from such standards not being met and the Customer shall indemnify BMCT, its employees and agents against such Claim.

6.2 Inspection

BMCT shall be entitled (but shall not be obliged) at any time on, before or after accepting delivery of the Goods, to open, weigh, measure, test or examine such means of transportation, packing materials and containers for the purposes of inspection.

6.3 Refusal to accept delivery

If in the opinion of BMCT, such means of transportation, packing materials or containers are not as that described in Condition 6.1, BMCT is entitled to refuse to accept delivery of the Goods or if the Goods are then at any BMCT Terminal, remove or require immediate removal of the Goods forthwith at the risk and expense of the Customer.

7 GENERAL CONDITION ON ARRIVAL

7.1 Acceptance of delivery not proof of condition

Any acceptance of delivery of the Goods by BMCT shall be without prejudice to Condition 6 and shall not constitute proof that the Goods were delivered in a good and undamaged condition or that the means of transportation, packing materials or containers used in respect thereof conformed with the requirements of Condition 6.

7.2 Notice of damage, defect or deterioration

BMCT shall, as soon as practicable, notify the Customer of any damage or defect of the Goods or of such means of transportation, materials or containers which is apparent at the time of delivery thereof but the Customer shall not be entitled to make any claim against BMCT, its employees or agents by reason of the fact that it has not been so notified.

7.3 Remedial measures

BMCT shall be entitled, at the expense of the Customer, to do all things deemed by BMCT to be necessary to remedy such damage or defect or to prevent or reduce further damage, defect or deterioration in the condition of the Goods or of such means of transportation, materials or containers and to arrange for a report to be made on the condition of the Goods or of such means, materials or containers without being liable for any Claim arising from doing such things and the Customer shall indemnify BMCT, its employees and agents against such Claim.

8 DELIVERY OR RE-DELIVERY

8.1 Point of delivery to BMCT

The Goods shall be deemed to have been delivered to BMCT at the Facilities:

- (a) if the Goods are unloaded by BMCT: immediately after the Goods have been lifted from a Vessel or a vehicle at the Facilities or any part of BMCT Terminal, as the case may be; or
- (b) if the Goods are not unloaded by BMCT: immediately after the Goods have been landed at the Facilities or any part of BMCT Terminal, as the case may be.

8.2 Point of re-delivery to Customer

The Goods shall be deemed to have been re-delivered to the Customer from the Facilities or any part of BMCT Terminal, immediately after such Goods are loaded onto or into the Vessel or vehicle or re-delivery accepted by the Customer whether expressly or by conduct at the Facilities or any part of BMCT Terminal.

8.3 Time and date to be notified

8.3.1 The Customer shall agree with BMCT on the time and date when the Goods shall be delivered to BMCT or re-delivered to the Customer, at the latest seven (7) days (or such other time as may be agreed by the Customer and BMCT) prior to such time and date.

8.3.2 If the Goods shall not be delivered or taken re-delivery of at the times and dates agreed under Condition 8.3.1:

- (a) the Customer shall be liable for any Claim suffered by BMCT, its employees and agents arising therefrom and indemnify BMCT, its employees and agents against such Claim; and
- (b) in the case of delivery of the Goods, BMCT shall no longer be required to make available the Facilities pursuant to the Contract or in the case of re-delivery of the Goods, BMCT shall be entitled to remove the Goods forthwith from the Facilities at the risk and expense of the Customer.

8.3.3 Time shall be of the essence for the purposes of this Condition 8.3 and the Customer shall not be entitled to any notice of such failure. If any time period specified herein is extended by the mutual consent of the Parties then such time period shall be of essence of this Condition. Consent by BMCT to any extension of time shall not prejudice in any way the rights, powers and remedies of BMCT contained in any contract or at law in respect of such delay.

8.4 Re-delivery requirements

8.4.1 Subject to Conditions 19.1 and 19.2, BMCT shall re-deliver the Goods to the Customer:

- (a) if so instructed by the Customer; or
- (b) against the presentation of a receipt in a form approved by BMCT and (if required by BMCT) duly signed and stamped by the Customer (the “**Re-delivery Form**”),

Provided that the Customer shall have performed and observed the provisions of the Contract and of any other contract made between BMCT and the Customer in respect of other goods at any part of BMCT Terminal, up to the date of such re-delivery.

8.4.2 BMCT shall be entitled but not obliged:

- (a) to demand from any person purporting to be entitled or authorised to take re-delivery of the Goods, satisfactory proof of the person's identity and of such entitlement and authority; and
- (b) to satisfy itself that the signature and stamp appearing on the instructions and receipts are correct and valid as at the date of re-delivery.

8.4.3 In the event of any partial or total loss or destruction of the Goods due to any cause whatsoever, the date of commencement of such loss or destruction shall be deemed to be the date of re-delivery of the Goods by BMCT to the Customer.

8.5 Discharge from liability

8.5.1 BMCT shall be discharged from all liability in respect of the Goods by re-delivery thereof to the Customer or other person presenting a bill of lading, letter of authorisation or a Re-Delivery Form as the case may be, relating thereto and shall not be bound to make any enquiry whatsoever as to the legal entitlement or otherwise of the Customer or such person to the Goods.

8.5.2 BMCT shall be discharged from all liability in respect of the Goods where the carrying Vessel advises BMCT that it is unable to discharge the Goods for whatever reason, and the Customer shall hold harmless and indemnify BMCT for any Claims, loss, damage, delay or additional cost or expenses arising therefrom.

8.5.3 BMCT shall not be bound to make any enquiry as to the correctness, proper authentication or otherwise of any endorsement appearing or purporting to have been made on any of the aforesaid bill of lading, letter of authorisation or Re-Delivery Form.

9 MOVEMENT OF GOODS

9.1 By BMCT

BMCT shall be entitled to move the Goods from the Facilities to any other part of any BMCT Terminal from time to time.

9.2 Storage of Goods

BMCT may store the Goods in the open if deemed appropriate and suitable by BMCT.

10 SPECIFIC MEASURES

10.1 Fixtures, fittings and measures

Notwithstanding the other provisions of the Contract, BMCT shall be entitled immediately, and at the risk and expense of the Customer, to install or modify any fixture or fitting to the Facilities and take every measure reasonably deemed by BMCT to be necessary (including the cessation of the provision of the Services/Facilities or the removal or disposal of Goods) as required by any Government or public authority, and/or in order to prevent or reduce any damage (including damage to property and the environment, personal injury or death) and/or to prevent or reduce the risk of any claim or potential claim against BMCT, its employees or agents. Such fixture or fitting shall be the property of BMCT.

10.2 Notification to Customer

BMCT shall as soon as possible, notify the Customer of such installation, modification and measures but any failure by BMCT to notify the Customer shall not entitle the Customer to make any Claim against BMCT in respect thereof.

11 INSPECTION AND WORKS

BMCT is entitled to conduct any inspection of or any works (including routine maintenance, repair, alteration and addition) to the Facilities which are required, in BMCT's opinion, due to or pursuant to any law (including any amendment or re-enactment thereof) which takes effect or is effective during the Contract Period. Such inspection or works shall be at the risk and expense of the Customer. The Contract Sum remains payable by the Customer in the event of such inspection/works even if the Customer is deprived of the use of the Services/Facilities. BMCT is entitled to do all acts necessary for such inspection or works

to take place and the Customer shall not be entitled to make any Claim arising directly or indirectly therefrom or from the deprivation of the use of the Facilities for any duration as a result of such works, save where there has been wilful intent or recklessness on the part of BMCT.

12 WORKING HOURS

The Services/Facilities shall be provided by BMCT during the normal working hours stipulated by BMCT from time to time. BMCT may, at its discretion, provide the Services/Facilities outside the normal working hours if BMCT shall reasonably deem it necessary to do so or if required by the competent authorities and any costs or expenses incurred by BMCT from providing any Services or Facilities outside the normal working hours pursuant this Condition shall be payable by the Customer to BMCT.

13 REMOVAL OF VESSELS

The Customer shall ensure that the Vessel shall be removed from the BMCT Terminal immediately upon completion of the discharge/loading of the Goods or at any time as deemed necessary by BMCT.

14 CUSTOMER'S REPRESENTATIVE

14.1 BMCT's approval

14.1.1 BMCT may grant approval for any one or more persons authorised by the Customer to deal with BMCT, its employees and agents for and on behalf of the Customer for the purposes of the Contract. All acts or omissions by such authorised person shall be deemed to be acts or omissions of the Customer.

14.1.2 Without prejudice to Condition 14.1.1, BMCT shall be entitled to deem that any person actually (whether expressly or impliedly by way of conduct, course of dealing, usage or custom, or otherwise) or ostensibly or apparently authorised by the Customer to deal with BMCT, its servants and agents for the purposes of or in connection with the Contract (including without limitation shippers, consignees, importers, exporters, container freight station, hauliers and truckers) is the Customer's Representative, in which event all acts or omissions by such person shall be deemed to be acts or omissions of the Customer.

14.2 Customer's responsibility

14.2.1 The Customer shall ensure that only the Customer itself or the Customer's Representative shall deal with BMCT for the purposes of the Contract. Notwithstanding the provisions of this Condition 14, the Customer remains responsible for the due observance of and compliance with provisions of the Contract.

14.2.2 Any undertaking by the Customer under the Contract shall be deemed to include an obligation to ensure that the same shall be carried out by the Customer's Representative.

14.3 Liability and indemnity for Customer's Representative

BMCT shall not be liable for any Claim suffered by any person due to any cause whatsoever arising from the act or omission of any Customer's Representative or any other person ostensibly or apparently engaged or authorised by the Customer to deal with BMCT

and the Customer shall absolve BMCT, its employees and agents in respect of such Claim and shall indemnify BMCT, its employees and agents in respect of such Claim.

15. ACCESS TO AND PRESENCE AT BMCT TERMINALS

- 15.1 Except with the written permission of the BMCT and subject to such terms and conditions as may be imposed by BMCT, all persons or property shall only enter or exit any BMCT Terminal through entrances or exits or means designated by BMCT for that purpose.
- 15.2 BMCT has the right to close or erect any barriers at any BMCT Terminal or any part thereof, to deny entry/exit to BMCT Terminal or any part thereof or revoke permission for the same, and to require the Customer to remove any person or property accordingly at any time.
- 15.3 The Customer shall, and shall procure that its officers, employees, agents, contractors and representatives will, while it remains at BMCT Terminal, obey all directions given by BMCT in respect of the Services/Facilities and the BMCT Terminals, including without limitation as indicated by any signboard placed by BMCT.

16. ENVIRONMENT

The Customer shall not cause or permit any dirt, ashes, exhaust, steam, oil, water, filth or waste matter to be discharged in any manner onto any part of BMCT Terminal and no Vessel shall emit smoke, soot, ash, grit or oil beyond levels deemed as reasonable in the opinion of BMCT at any part of BMCT Terminal.

17. PAYMENT FOR SERVICES OR FACILITIES

17.1 Advance Payment Account

17.1.1 The Customer will open the Advance Payment Account prior to the provision of Services/Facilities by BMCT and will maintain the Advance Payment Account for the duration of the Contract Period or until all sums payable by the Customer to BMCT under the Contract have been paid, whichever is later. The Customer will pay BMCT, on a dedicated Advance Payment Account, the estimated total invoice amount for the next two (2) incoming service calls three (3) days prior to BMCT commencing provision of Services/ Facilities to the Customer under the Contract.

17.1.2 If the Customer fails to pay the advances under this Condition 17 at least three (3) days prior to the Vessel berthing and/or Container arrival at the BMCT Terminal and/or provision of Services/Facilities (as the case maybe), BMCT shall not be obliged to perform the Services or provide the Facilities and BMCT may, at its option, delay the provision of the Services and Facilities until the advances are paid in full.

17.1.3 If, on the due date stated on the final invoice for the Services/Facilities rendered, BMCT is unable to draw the billed Contract Sums from the Advance Payment Account for whatever reason, BMCT shall, without prejudice to any other rights, be entitled to charge late payment interest on overdue Contract Sums at the rate of 2% above the Prime Lending Rate of State Bank of India (SBI) per month until the payment is made to the satisfaction of BMCT.

17.2 Charges and other sums

17.2.1 At the time or immediately upon submitting the Application, the Customer shall pay to and maintain with BMCT a security amount for such period as notified by BMCT,

for the prompt and proper performance and observance by the Customer of the Contract (including the obligation to pay the Contract Sum). BMCT shall have a right to set off outstanding payments against the said security amount.

- 17.2.2 In consideration of the provision of the Services/Facilities by BMCT, the Customer shall pay to BMCT all charges and other sums which shall be imposed by BMCT under the BMCT Tariff as updated from time to time or under the Contract or at law.
- 17.2.3 An additional shifting charge as prescribed under BMCT Tariff will be applicable for the refrigerated containers that have a variance of 5 degrees Celsius from the declared temperature.
- 17.2.4 The Customer shall bear or pay the goods and services tax or any other tax which may be chargeable in respect of any payment made and/or due by the Customer pursuant to the Contract.

17.3 Conditions of payment

17.3.1 Except as expressly agreed otherwise between the Parties, the Contract Sum shall be:

- (a) payable without demand and without deduction not later than the date for payment stipulated in the BMCT Tariff as updated from time to time or under the Contract, as the case may be; and
- (b) recoverable against the Goods and any other property delivered by the Customer to BMCT under any other contract made between BMCT and the Customer.

The sums due from the Customer or any of its Related Corporations to BMCT or any of its Related Corporations may be set off against any sum due from BMCT to the Customer or any of its Related Corporations, including sums due pursuant to the Contract or otherwise. Each Party shall procure that its Related Corporations comply with the terms of this Condition 17.3.1.

17.3.2 Notwithstanding the period for payment stipulated pursuant to Condition 17.3.1(a) above:

- (a) if the Customer is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) if the value of the assets of the Customer is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) if a moratorium is declared in respect of any indebtedness of the Customer;
- (d) if any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer (other than a solvent reorganisation of the Customer);
 - (ii) a composition or arrangement with any creditor of the Customer, or an assignment for the benefit of creditors generally of the Customer or a class of such creditors;
 - (iii) the appointment of a liquidator, receiver, trustee, judicial manager, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Customer or any of its assets; or
 - (iv) enforcement of any mortgage, charge, pledge, lien or other security interest (or any other agreement or arrangement having a similar effect)

- over any assets of the Customer (including the Goods), or any analogous procedure or step is taken in any jurisdiction;
- (e) if the Customer ceases or threatens to cease to carry on the whole or any substantial part of its core business as at the date of the Application; or
 - (f) if the Customer shall fail to perform or observe any term or condition of the Contract,

the Contract Sum shall become immediately due and payable and BMCT shall be entitled to take all necessary steps to mitigate its risks and losses, including without limitation such steps to suspend its provision of Services or Facilities to the Customer.

17.3.3 Without prejudice to the generality of Condition 17.3.2 above, if due to any reason whatsoever (except the default of BMCT) the Customer does not pay the Contract Sum on or before the due date for payment:

- (a) BMCT shall be entitled to engage the services of any person(s) to recover such sum from the Customer, at the Customer's cost;
- (b) Regardless of whether BMCT has engaged the services of any person as described in Condition 17.3.3(a) above, the Customer shall in addition to the Contract Sum and the costs described in Condition 17.3.3(a) above (if any), pay to BMCT interest on such sums at the rate of 2% above the Prime Lending Rate of State Bank of India (SBI) per month or such other rate as may be notified to the Customer and the costs at the rate equivalent to the rate stipulated in the BMCT Tariff or in the Contract (as the case may be), which interest shall be payable on a day to day basis from the date immediately after the due date for payment to the date of actual payment of such sums, the costs and interest thereon or to the date of expiry or sooner termination of the Contract, whichever is earlier; and
- (c) BMCT shall be entitled to suspend forthwith upon notice to the Customer any or all of BMCT's obligations under the Contract including, without prejudice to the generality of the foregoing, the provision of Services/Facilities; and/or terminate the Contract forthwith upon notice to the Customer.

In the event that BMCT elects to suspend any or all of its obligations under the Contract, such suspension shall subsist unless otherwise notified by BMCT. For the avoidance of doubt, BMCT's rights of suspension and termination are cumulative and not in the alternative, and BMCT's exercise of its right of suspension shall not in any way be construed as a suspension and/or waiver of BMCT's rights, the Customer's obligations under the Contract and/or the Customer's breach(es) of the Contract.

17.3.4 Time shall be of the essence for the purposes of this Condition 17.3. If any time period specified herein is extended by the mutual consent of the Parties then such time period shall be of essence of this Condition. Consent by BMCT to any extension of time shall not prejudice in any way the rights, powers and remedies of BMCT contained in any contract or at law in respect of such delay.

18 THIRD PARTY CHARGES AND SUMS ON GOODS

18.1 Goods to be free of third party charges or sums

- 18.1.1 The Customer shall ensure that the Goods are delivered to BMCT free of any charges or sums due to third parties including any freight, port charges, customs, taxes, duties, contributions, fines and any other costs.
- 18.1.2 BMCT shall be entitled to refuse to take delivery of any Goods in respect of which BMCT is not satisfied that all such charges and sums have been paid.

18.1.3 BMCT shall not be liable for nor be obliged to recover any such unpaid charges or sums or other charges or sums which have been overpaid or mistakenly paid by the Customer to any third party.

18.2 Cost of professional services

If BMCT, in its absolute discretion, deems it necessary to seek professional services or to commence legal proceedings or to take other legal measures in relation to such unpaid charges or sums payable to the third parties, all costs and expenses incurred by BMCT in respect of such services, proceedings and measures shall be borne by the Customer.

18.3 Customer's liability

Notwithstanding that BMCT may have taken delivery of the Goods, the Customer shall be liable for such unpaid charges and sums and shall indemnify BMCT, its employees and agents against any claims against BMCT, its employees or agents arising in respect of such unpaid charges and sums, regardless of the location of the Goods at that point in time. In the event that any legal proceedings are taken against BMCT in respect of Claims for such charges and sums, the Customer consents to and shall take reasonable steps to being joined or added to such proceedings by BMCT.

19 RIGHTS OVER GOODS AND VESSELS

19.1 Right of lien and retention

19.1.1 BMCT shall have the right of lien and retention over all property (including the Goods) and all sums (including any sums collected by BMCT from third parties on behalf of the Customer) and all documents which BMCT shall now or hereafter hold of or for the Customer or which is now or hereafter due to the Customer, to secure the payment of the Contract Sum and the discharge of all liabilities of the Customer to BMCT under the Contract or at law.

19.1.2 In the exercise of BMCT's right of lien and retention, BMCT shall be entitled to seize and detain such property, sums and documents until the sums due from the Customer to BMCT are fully paid.

19.1.3 BMCT's lien shall have priority over all other liens and Claims in respect of such property, sums and documents.

19.2 Power to dispose of Goods remaining in custody

19.2.1 If the Goods are not removed from the Facilities within the period stipulated by BMCT under the Contract or if the Customer fails to pay to BMCT the Contract Sum for any reason, BMCT may dispose of the Goods by sale or in such other manner as it thinks fit, provided that in the case of a hazard or an emergency or if the Goods are of a perishable nature BMCT may direct or effect their removal or disposal immediately or within such shorter period as BMCT deems fit. Such removal or disposal may be done without further notice or demand to the Customer and it shall be at the risk and expense of the Customer.

19.2.2 If BMCT shall decide to dispose of the Goods by sale by private treaty or public auction:

(a) BMCT shall be entitled to open or break open without being liable for any damage caused thereby, any container or nay other package containing the Goods; and

(b) any proceeds of sale shall be applied by BMCT in the following manner:

(i) firstly, in payment of the Contract Sum or any other sum due from the Customer to BMCT under any other contract between BMCT and the Customer;

- (ii) secondly, in payment of the expenses of the removal and disposal and any storage of the Goods in the period between such removal and disposal;
- (iii) thirdly, in payment of any sums due from the Customer to the competent authorities;
- (iv) fourthly, in payment of other claims or liens of which notice has been given by third parties to BMCT; and
- (v) lastly by rendering any surplus to the Customer on demand.

In case no such demand is made within one year from the date of the sale of such property the surplus shall be paid to the account of BMCT, whereupon all rights to the same by such person shall be extinguished.

19.2.3 If the proceeds of sale of the Goods by BMCT pursuant to Condition 19.2.2 is insufficient to satisfy in full any Claim of BMCT under the Contract, under any other contract made between BMCT and the Customer or at law, BMCT shall be entitled to recover the balance from the Customer as a debt in any court of competent jurisdiction.

19.3 Power to distrain for non-payment of Contract Sum

19.3.1 If the Customer fails to pay the Contract Sum in accordance with the Contract, BMCT may, in addition to any other remedy, distrain or arrest the Vessel in respect of which such Contract Sum is payable and the tackle, apparel or furniture belonging thereto or any part thereof, and detain the same until the amount so due is paid.

19.3.2 In case any part of the Contract Sum or of the costs of the distress or arrest, or of the keeping of the Vessel, tackle, apparel or furniture, remains unpaid for a period of not less than fourteen (14) days after any such distress or arrest has been so made, BMCT may cause the Vessel or other thing so distrained or arrested to be sold, and with the proceeds of the sale may satisfy those charges, other sums and costs, including the costs of sale remaining unpaid, rendering the surplus, if any, to the master or owner of the Vessel on demand.

20 TRANSFER OF RIGHT OR INTEREST IN GOODS

20.1 BMCT not bound by such transfer

20.1.1 BMCT shall not be obliged to recognise nor be bound by any transfer of ownership or the right to delivery or possession or other right or interest in respect of the Goods.

20.1.2 The Customer shall be liable for all Claims arising from any refusal of BMCT to recognise or to be bound by the intended transfer of ownership or other interest in the Goods and shall indemnify BMCT, its employees and agents in respect of such Claims. In the event that any legal proceedings are taken against BMCT in respect of Claims for such Claims, the Customer consents to and shall take reasonable steps to being joined or added to such proceedings by BMCT.

20.2 Responsibility of Customer

Notwithstanding the transfer of any right or interest in the Goods, until and unless BMCT shall have agreed to recognise and be bound by such transfer, the Customer shall continue to perform and observe the conditions of the Contract (including the obligation to pay the Contract Sum and all Claims) even insofar as they relate to any Services/Facilities provided after the transfer.

20.3 When transferee deemed to be Customer

Upon BMCT's recognition and contract to be bound by the transfer, the transferee shall be deemed to be the Customer for the purposes of the Contract and shall also be jointly and severally liable with its predecessor in title for the performance and observance of the Contract as described.

20.4 Disputes over ownership of Goods

20.4.1 If there shall be any dispute between BMCT and the Customer or between BMCT and any third party relating to the ownership of or other right, title or interest in the Goods or if the Goods shall be attached, detained or seized by a third party in any way, BMCT shall be entitled to detain the Goods until the dispute is resolved by a competent court, under Condition 36 or by any other competent judicial authority or settlement, as may be the case.

20.4.2 BMCT shall be entitled:

- (a) to seek any legal and other professional services or to commence any legal proceedings or to take any measure which it deems necessary to protect its interest in such dispute, attachment, detention or seizure or to resolve such dispute, in which event the risk and expense of such services, proceedings and measure shall be borne by the Customer; and
- (b) to detain the Goods and such other goods forming part of the Goods at the risk and expense of the Customer until the resolution or settlement of such dispute to BMCT's satisfaction.

21 REMOVAL OF GOODS

Notwithstanding the other provisions of the Contract, BMCT may require the Customer to remove any Goods at any time by giving fourteen (14) days' prior notice or shorter notice (as determined by BMCT) for perishable/hazardous Goods. The Customer shall remove all Goods from the Facilities upon expiry or termination of the Contract or as required by BMCT.

22 NO LIABILITY

BMCT shall not be liable for any Claim arising from the removal, disposal, destruction and intermediate storage of the Goods and the Customer shall indemnify BMCT, its employees and agents against such Claims.

23 OPERATING REQUIREMENTS, BMCT RULES AND THE PSA GROUP CUSTOMER AND PARTNER PRINCIPLES

23.1 Operating Requirements

The Customer shall comply, and shall ensure that its employees, subcontractors and agents comply, with BMCT's operating requirements including without limitation as set out from time to time in port circulars available to the Customer (which the Customer hereby acknowledges as having read and agreed to) or hereafter notified to the Customer, as well as all rules, conditions, policies and directions set by BMCT in respect of the BMCT Terminal and activities therein.

23.2 BMCT Rules

The Customer shall comply with BMCT Safety Rules, the BMCT Security Rules, the BMCT Traffic Rules and all other rules and conditions set by BMCT from time to time in respect of the BMCT Terminal and activities therein.

23.3 Anti-Corruption, Anti-Bribery and The PSA Group Customer and Partner Business Principles

The Customer shall respect and as far as practicable, commit to implementing an internationally recognized standard within the areas of anti-corruption and anti-bribery. The Customer acknowledges it has read and has full knowledge of the PSA Group Customer and Partner Business Principles (the “**CP Principles**”). The CP Principles reflect BMCT’s business principles and details BMCT’s expectations and shared commitment to ethical performance helping to improve the reputation of BMCT, our partners, and our customers. The Customer shall respect the CP Principles and agrees to work with BMCT to comply with the CP Principles.

23.4 Sanctions and Export Controls

The Customer warrants that it shall adhere with all Applicable Laws in relation to Goods and procurement of Services from BMCT and that:

- (a) the Goods (i) are lawful, do not contravene any Applicable Laws or Sanctions, (ii) do not include any Prohibited Items, and (iii) do not expose BMCT to any loss, damage or expense, or risk thereof;
- (b) neither the Services nor any payment (or other transaction) relating to the Goods or Services, would or might expose BMCT, its agents, or any of its subcontractors or any of their respective employees, servants, agents, insurers or re-insurers, to any Sanctions (or any risk thereof);
- (c) none of the Persons, within the meaning of Customer, is a Prohibited Person or is, whether in part or in whole, owned or controlled by or is acting on behalf of a Prohibited Person, and the Customer shall have performed all necessary denied party screenings of the Persons that may be involved in its transactions; and
- (d) if, in the sole opinion of BMCT, any Goods are (or risk being) subject to any Sanctions or in breach of any Applicable Laws, BMCT may (and the Customer irrevocably authorises BMCT to do as such) at any time or place, reject, destroy, dispose of, abandon or render harmless such Goods, or release such Goods to the relevant governmental authority.

Any applications for licenses or declarations for the purposes of any Export Controls, statute, convention or contract as to the Goods or Services shall remain the obligation and responsibility of the Customer. BMCT shall not be responsible for, or obliged to perform, the same unless (i) otherwise accepted in writing by BMCT and (ii) upon execution of an appropriate power of attorney, letter of authorisation or such document as BMCT may require. Any foregoing applications or declarations are made by BMCT on the Customer’s behalf and in reliance upon information provided by the Customer.

In the event of the Customer’s breach of its obligations under this Condition 23.4, BMCT shall be entitled to terminate the Services immediately, by giving notice to the Customer.

24 **FORCE MAJEURE**

24.1 Affecting performance or observance by BMCT

BMCT shall be released from performing or observing its obligations under the Contract if such performance or observance shall be prevented by any Force Majeure.

24.2 Affecting performance or observance by Customer

If the Customer shall be prevented by any Force Majeure from performing or observing its obligations under the Contract and shall suffer undue hardship due to such Force Majeure, the Customer shall immediately notify BMCT thereof and identify the Force Majeure, whereupon the Customer shall be released from such performance or observance to the extent that and for so long as such performance or observance shall be prevented by the Force Majeure and such undue hardship.

- 24.3 The Customer shall perform and observe its other obligations under the Contract insofar as they shall not be affected by the Force Majeure.
- 24.4 Notwithstanding Condition 24.2, the Customer shall fulfil such obligation immediately upon the cessation of the Force Majeure regardless of whether or not the Force Majeure shall cease during or after the Contract Period.
- 24.5 Notwithstanding Conditions 24.2 and 24.3, if the Force Majeure shall continue for a period longer than that which BMCT considers reasonable for the release of the Customer from such performance or observance, BMCT shall be entitled to terminate the Contract immediately by notice to the Customer.

25 LIABILITY AND INDEMNITY

25.1 Extent of liability

25.1.1 Except where expressly agreed otherwise between the Parties, BMCT shall not be liable:

- (a) for any damage to or loss of goods in a sum exceeding:
 - (i) INR 10 Lakhs (Indian Rupees Ten Lakhs) in the case of a Vessel;
 - (ii) INR 5 Lakhs (Indian Rupees Five Lakhs) in the case of a Container of up to 20 feet in length;
 - (iii) INR 10 Lakhs (Indian Rupees Ten Lakhs) in the case of a Container exceeding 20 feet in length;
 - (iv) INR 10 Lakhs (Indian Rupees Ten Lakhs) in the case of a package or shipping unit of such Goods; or
 - (v) the actual cost of repair or replacement of such Vessel, Container or Goods, whichever is less;
- (b) for any loss of profit, consequential loss or any indirect loss or damage;
- (c) for any third party Claim made against BMCT;
- (d) for any error in stowage plans prepared by BMCT in respect of the Goods on board any Vessel, in any sum exceeding INR 5 Lakhs (Indian Rupees Five Lakhs);
- (e) for any Claim where the amount of that Claim is less than INR 1 Lakh (Indian Rupees One Lakh); or
- (f) for any death or injury suffered by any person on board any Vessel while at berth,

provided that in any case BMCT's liability shall be limited to the Goods referred to in the receipt given by BMCT upon reception of the Goods for warehouse storage and BMCT shall not be responsible for any damage, deterioration, destruction or loss of other goods not comprised therein.

The aggregate liability of BMCT, its employees and agents shall be limited to the lower of:

- (A) INR 5 Lakhs (Indian Rupees Five Lakhs) for any one incident; and

- (B) INR 50 Lakhs (Indian Rupees Fifty Lakhs) in each Contractual Year (i.e. a period of twelve (12) months from the date of the commencement of the Contract and each successive twelve (12)-month period thereafter).

25.1.2 BMCT shall not be liable for any Claim arising before delivery of the goods to BMCT or after re-delivery of the goods to the Customer.

25.1.3 The limitation of liability granted under this Condition 25 shall relate to the whole of any losses and damages which may arise upon any one incident or series of connected incidents arising out of a common cause, although such losses or damages may be sustained by more than one person, and shall apply whether the liability arises at common law (whether based on a claim or action in contract, tort (including negligence), warranty, indemnity, statutory duty or other legal or equitable grounds) and/or under any written law and notwithstanding anything contained in such written law. These remedies are exclusive in nature and the Customer agrees that the Customer shall waive its right to any other remedies that may be arise under any and all Applicable Laws.

25.1.4 The Claim will be void if the Customer shall not have notified BMCT thereof in writing:

- (a) of damage alleged to have been caused to a vessel or any goods, and to permit inspection thereof, prior to such vessel or goods leaving the Facilities or the BMCT Terminal;
- (b) within one week after the occurrence of the event giving rise to the Claim;
- or
- (c) within one week after the re-delivery of the Goods to the Customer, whichever is earliest.

Such notified Claim will become void if no legal proceedings in respect thereof are commenced by the Customer within 6 months after the date of such notice.

25.2 Apportionment of compensation

If any Claim shall be made against BMCT by more than one person and BMCT shall decide to pay compensation in respect of the Claim, BMCT shall be entitled to apportion such compensation among such persons according to the extent of proven loss or damage suffered by each of them.

25.3 Per package of shipping unit

For the purposes of this Condition 25, where a container, pallet or similar article is used to consolidate goods, notwithstanding that the packages or other shipping units have been separately enumerated in the bill of lading as having been packed or consolidated in such container, pallet or article, the resultant consolidation shall be deemed and shall count as one package or shipping unit.

25.4 Customer indemnity

The Customer shall be liable for and shall fully indemnify BMCT, its employees and agents against any liability for any Claim, including charges, costs and expenses, in respect of:

- (a) any non-compliance by the Customer with Condition 29;
- (b) loss of or damage to any property, death or injury suffered by any person caused by any act or omission or misrepresentation, negligence, fraud, wilful default or misconduct of or breach of the Contract or breach of statutory duty by the Customer, its employees or agents;
- (c) any failure by the Customer to perform duly and punctually any obligation, covenant, agreement or undertaking on the part of the Customer under the Contract;

- (d) compliance by BMCT with any law or obligation in respect of the Goods or Vessel;
- (e) compliance by BMCT with any instructions issued by the Customer, its employees or agents; and
- (f) the exercise by BMCT of any of its rights in the event of any of the foregoing or any misrepresentation, negligence, fraud, wilful default or misconduct of or breach by the Customer, its employees or agents.

25.5 Hired vehicle or equipment

Notwithstanding the other provisions of the Contract, if the Customer shall hire any crane, forklift or other vehicle or equipment from BMCT, the Customer shall notwithstanding that the same be driven or operated by the employee or agent of BMCT be liable for any injury, loss or damage howsoever caused by the vehicle or equipment and such person shall indemnify BMCT in respect of any Claim against BMCT by any person on that account.

25.6 Personal liability

Notwithstanding the other provisions of the Contract, no matter or thing done and no contract of any kind entered into by BMCT and no matter or thing done by any employee or agent of BMCT or any other person whomsoever acting under the direction of BMCT shall, if the matter or thing was done or the Contract was entered into bona fide for the purpose of providing the Services/Facilities, subject any such person personally to any action, liability, Claim or demand whatsoever in respect thereof.

25.7 Reasonableness

The Customer expressly acknowledges that Condition 25 satisfies the requirements of reasonableness under any Applicable Law relating to the effectiveness of contractual provisions that seek to exclude or limit liability and that it shall be estopped from claiming the contrary at any future date in the event of any dispute with BMCT concerning BMCT's liability hereunder. Nothing in the Contract shall exclude or in any way limit BMCT's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

25.8 Pollution

BMCT shall not be liable to the Customer, the Customer's Related Corporations and Customer's Representatives, or any third party for any Claim arising from pollution, contamination, and/or fouling occurring in or about and/or originating from the waters in and/or around BMCT Terminal(s) and/or from any Vessel(s) or barge(s), boat(s), ship(s), Vessel(s), and/or marine-based craft(s) ("**Pollution Claim**") even if caused by negligence on the part of BMCT. The Customer undertakes that no Pollution Claim shall be made or otherwise advanced against BMCT by any person and/or the Customer and if any such Pollution Claim should nevertheless be made against BMCT by any person, the Customer shall defend, indemnify and hold BMCT harmless from all liabilities, costs and expenses so occasioned.

25.9 No Liability

25.9.1 Notwithstanding the other provisions of the Contract, BMCT shall not be liable for any damage, destruction or deterioration or loss of any Goods caused by:

- (a) any Force Majeure;
- (b) seizure under any legal process;
- (c) any act, omission or default of the owner or carrier of such goods;
- (d) saving or attempting to save life or property;
- (e) insufficient or improper packing, defective or insufficient marks or leakage from defective drums, containers or packages;
- (f) any inherent liability to wastage in bulk or weight, latent or inherent defect or natural deterioration;

- (g) change in quality of the Goods through loss of weight, deterioration, decay, damage by vermin or damage caused by other Goods;
- (h) any deficiency in the contents of unbroken packages;
- (i) delay in the delivery of the Goods to or from any BMCT Terminal on the part of any person other than BMCT, its servants or agents;
- (j) any third party's interference with the Services/Facilities;
- (k) the dangerous nature of such goods; or
- (l) power failure or mechanical failure of any equipment or apparatus unless caused by the actual fault or privity of BMCT.

25.9.2 In the event of any inconsistency with the other provisions of these Conditions, the following shall apply:

- (a) If the Goods have been packed by the Customer in any carton, Container or other packaging ("Packaging"), BMCT shall not be liable for loss, damage or deterioration to the Goods caused by such acts of the Customer, including but not limited to: (i) the manner in which the Goods are packed; (ii) the unsuitability of the Packaging of the Goods; or (iii) the unsuitability or defective condition of the Packaging. Further, if the Packaging is sealed by the Customer, BMCT shall not be liable for any shortage of the Goods whilst the Customer's original seal is affixed intact.
- (b) If Goods delivered to BMCT for the rendering of Services are of high value, disproportionate to their size or weight, regardless of BMCT's knowledge of such Goods, BMCT shall not be subject to any additional obligations or higher limits of liability other than in accordance with the provisions of the Contract, unless agreed otherwise in writing.
- (c) If Goods are delivered to BMCT in any specific Packaging and if:
 - (i) such Packaging was in apparent good condition (without any damage to the Packaging that is reasonably and patently observable) at the time of delivery and re-delivery; and
 - (ii) no markings to the contrary were made on the relevant receipts or transport documents in respect of the Goods,

it shall be deemed that the contents of the Packaging were re-delivered by BMCT in good condition, and any loss or damage to the contents of the Packaging (if any) occurred prior to such delivery and/or subsequent to such re-delivery.

26 **DAMAGE TO BMCT TERMINAL OR OTHER BMCT PROPERTY**

If any damage is caused to any BMCT Terminal or other property arising out of the provision of the Services/Facilities, BMCT may in its discretion carry out such repairs or replacements as it thinks necessary, in which event the cost of such repairs or replacements, together with all interests, expenses and legal fees that may be incurred in the collection of such costs, shall be borne by the Customer.

27 **CUMULATIVE RIGHTS AND REMEDIES**

BMCT's rights and remedies under the Contract are cumulative and shall not prejudice any other rights or remedies of BMCT contained in the Contract or at law, or the right of action or other remedy of BMCT for the recovery of any sums due to BMCT from the Customer or in respect of any breach of the Contract by the Customer.

28 **INSURANCE**

The Customer shall effect adequate insurance of the Goods for so long as they remain at any BMCT Terminal, except where expressly agreed otherwise between BMCT and the Customer.

29 COMPLIANCE WITH LAW

29.1 The Parties shall comply with all Applicable Laws affecting the Contract. The Customer shall obtain all requisite permissions, approvals and consents from the competent authorities and indemnify BMCT against any fines, penalties, losses, costs or expenses incurred by BMCT in respect of any non-compliance with such Applicable Laws.

29.2 Notwithstanding any inspection, verification, testing or any other right in relation to the Goods provided under the Contract to BMCT (whether such rights are exercised or not by BMCT), all obligations and liabilities in respect of any Goods or actions related thereto not being in compliance with Applicable Law shall lie with the Customer.

29.3 The Customer represents and warrants that:

- (a) neither the Customer nor any of its contractors or sub-contractors involved with the Agreement is a Sanctioned Party or is subject to Sanctions;
- (b) it will not in the performance of the Agreement breach any Sanctions;
- (c) no Controlled Goods will be carried, stored or transported within any of the Customer Containers, except in accordance with the Applicable Laws of the Relevant Countries and all required licenses, approvals and permissions to carry all items and cargo will be obtained from the relevant Authority;
- (d) no request will be made for the provision of services to move items or cargo, which would be deemed as prohibited, illegal or contraband under any Applicable Laws or subject to export controls, where the import or export is prohibited or restricted under any applicable Sanctions;
- (e) it will notify BMCT in writing if it becomes aware of any Controlled Goods or receives any notice of any claim, action, proceedings, investigations or inquiry against it with respect to any Sanctions that it becomes aware of;
- (f) it will comply at all times with applicable Sanctions and will not take any action that causes BMCT or its Related Corporations to violate or become exposed to applicable Sanctions; and
- (g) it will indemnify and hold BMCT and its Related Corporations harmless for any liability arising from or in connection with any breach of applicable Sanctions or terms of this clause.

29.4 BMCT may suspend or terminate its Agreement with immediate effect in the event that any applicable Sanctions or terms of this Clause 4 are breached. BMCT may decide to continue to work with the Customer and both Parties may determine a mutual agreement on a way forward, provided it does not cause BMCT or its Related Corporations to breach any applicable Sanctions of the Relevant Countries.

30 ASSIGNMENT OF CONTRACT

Save as expressly permitted by the Contract, the rights and obligations of the Customer shall not be assigned to or shared in any way with any person without BMCT's prior written consent. BMCT may assign or transfer all or any of its rights or obligations to any other person, which includes its affiliates, successors, administrators, executives and permitted

assigns, with prior notification to the Customer and such assignment or transfer shall be effective from the date of the notification.

31 CONFIDENTIALITY

31.1 No Party shall disclose to any other person any information related to the Contract without the prior written consent of the other Party.

31.2 Notwithstanding Condition 31.1, either Party may disclose information related to the Contract to:

31.2.1 such Party's agents or contractors who have a need to know the same provided that such agents and contractors are first subject to the same confidentiality restrictions contained herein;

31.2.2 any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure; or

31.2.3 any other person to the extent that such information shall already be known to such Party not due to a breach of this Condition 31 or is already a matter of public knowledge through no fault of the disclosing Party.

32 NON-DEMISE AND NO GRANT OF INTELLECTUAL PROPERTY RIGHT

32.1 The Contract shall not confer on the Customer any lease, tenancy or other interest in or possession of the Facilities or any BMCT Terminal, which possession is retained by BMCT.

32.2 No intellectual property right or licence belonging to either Party is hereby expressly or impliedly granted to the other Party.

33 COMMUNICATION

33.1 Definitions

For the purposes of this Condition, the following expressions shall have the following meanings unless the context requires otherwise:

(a) "Data Message" means a notice or information generated, sent, received or stored by electronic, optical or similar means acceptable to BMCT, including but not limited to Electronic Data Interchange, electronic mail, telegram or telex;

(b) "Electronic Data Interchange" means the electronic transfer from computer to computer of information using an agreed standard to structure the notice or information; and

(c) "Originator" in relation to a Data Message means the Customer or any Customer's Representative by whom or on whose behalf the Data Message purports to have been sent or generated prior to storage.

33.2 Other forms of writing

Where the Contract requires any notice or information to be in writing, that requirement is met by electronic mail if the notice or information contained therein is accessible so as to be useable for subsequent reference.

33.3 Original

33.3.1 Where the Contract requires any notice or information to be presented or retained in its original form, that requirement is met by a Data Message if:

- (a) there exists a reliable assurance as to the integrity of the notice or information from the time when it was first generated to its final form, as a Data Message or otherwise; and
 - (b) where it is required that notice or information be presented, that notice or information is capable of being displayed to the person to whom it is to be presented.
- 33.3.2 For the purposes of Condition 33.3.1:
 - (a) the criteria for assessing integrity shall be whether the notice or information has remained complete and unaltered, apart from the introduction of any endorsement and any change which arises in the normal course of communication, storage and display; and
 - (b) the standard of reliability required shall be assessed in the light of the purpose for which the notice or information was generated and in the light of all the relevant circumstances.
- 33.4 Signature and attribution
 - 33.4.1 Where the Contract requires a signature of the Originator, that requirement is met in relation to a Data Message if:
 - (a) a method is used to identify the Originator and to indicate their intention in respect of the notice or the information contained in the Data Message; and
 - (b) that method is as reliable as appropriate for the purpose for which the Data Message was generated or communicated, in the light of all the circumstances, including the Contract or is proven in fact to have fulfilled the functions described in Condition 33.4.1(a), by itself or together with further evidence.
 - 33.4.2 A Data Message is that of the Originator if it was sent by the Originator itself.
 - 33.4.3 As between the Originator and BMCT, a Data Message is deemed to be that of the Originator if it was sent:
 - (a) by a person who had the actual, ostensible or apparent authority to act on behalf of the Originator in respect of that Data Message; or
 - (b) by a system for generating, sending, receiving, storing or otherwise processing data messages, programmed by or on behalf of the Originator to operate automatically, and such Data Message shall not be denied validity or enforceability solely on the ground that no natural person reviewed or intervened in each of the individual actions carried out by the automated systems.
 - 33.4.4 As between the Originator and BMCT, its servants and agents, BMCT, its servants and agents are entitled to regard a Data Message as being that of the Originator and to act on that assumption, if the Data Message as received by BMCT, its servants or agents resulted from the actions of a person whose relationship with the Originator enabled that person to gain access to a method used by the Originator to identify Data Messages as its own.
 - 33.4.5 Condition 33.4.4 shall not apply as of the time when BMCT, its servants or agents have both received notice from the Originator that the Data Message is not that of the Originator and BMCT, its servants or agents had reasonable time to act accordingly.
 - 33.4.6 Where a Data Message is that of the Originator or is deemed to be that of the Originator, BMCT, its servant or agent is entitled to act on that assumption, then, as between the Originator, and BMCT, its servants or agents, BMCT, its servants or agents is entitled to regard the Data Message as received as being what the Originator intended to send and to act on that assumption.

33.4.7 BMCT, its servant or agent is entitled to regard each Data Message received as a separate Data Message and to act on that assumption, except to the extent that it duplicates another Data Message and BMCT, its servant or agent knew that the Data Message was a duplicate.

33.5 Acknowledgement of receipt

Except where expressly agreed otherwise, BMCT, its employee or agent is deemed to have received a Data Message when it acknowledges receipt by any communication in writing by BMCT, its employee or agent sufficient to indicate to the sender that the Data Message has been received.

33.6 Service

33.6.1 Subject to Conditions 33.1 to 33.5 (inclusive), any notice or other document to be given by either Party under the Contract shall be deemed to be received by the other Party:

- (a) after seven (7) business days if sent by hand or local urgent mail or express mail or other fast postal service, or registered post, to the registered or representative office of the recipient in India; or
- (b) if sent by telex, facsimile or other electronic media, when actually received in readable form; provided that any notice or other document sent by such means shall be followed immediately by a copy sent by post.

34 PERSONAL DATA PROTECTION

34.1 Definitions

For the purposes of this Condition 34 and unless the context requires otherwise, "Personal Data" means data, whether true or not, about an individual who can be identified:

- (a) from that data; or
- (b) from that data and other information to which BMCT and/or the Customer has or is likely to have access,

and shall include such data which, under Section 43A of the Information Technology Act, 2000 read with The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("**IT Laws**"), , constitute "personal information" or "sensitive personal data" (including but not limited to financial information such as any payment instrument details and any of the information received under the Contract).

34.2 In the event that the Customer provides Personal Data to BMCT in the course of exercising any rights, fulfilling any obligations, or doing anything related to or arising out of the Contract, the Customer undertakes and warrants that it has obtained all necessary consents required under the IT Laws in India for BMCT to collect, process, store, use and/or disclose (with prior permission) such Personal Data for all the relevant purposes which BMCT requires.

34.3 The Customer agrees to fully indemnify BMCT against any and all actions, Claims, legal costs, damages and/or other expenses which may arise out of the Customer's breach of Condition 34.2.

35 CONSENT OR WAIVER

No consent or express or implied waiver by BMCT to or of any breach of any Condition or any covenant or duty of the Customer shall be construed as a consent or waiver by BMCT to or of any other breach of the same or any other Condition, covenant or duty by the

Customer and shall not prejudice in any way the rights, powers and remedies of BMCT contained in the Contract or at law.

36 GOVERNING LAW AND DISPUTE RESOLUTION

- 36.1 This Contract will be governed by, and construed in all respects in accordance with, the laws of India.
- 36.2 If and to the extent that amicable settlement of any dispute arising hereunder or in connection with the Contract, including any question regarding its existence, validity or termination, has not been agreed upon within thirty (30) days after the commencement of consultation between the Parties on such dispute, such dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this Condition. The seat of the arbitration shall be Mumbai, India.
- 36.3 Notwithstanding anything to the contrary, the provisions of Part I of the (Indian) Arbitration and Conciliation Act, 1996, shall apply to this Contract.
- 36.4 The tribunal shall consist of three arbitrators. The language of the arbitration shall be English.
- 36.5 When and so far as it may be necessary that any award, instrument or order issued by the arbitrators or any appeal therefrom should be served on the Customer in any proceedings to be taken for the enforcement of the Contract, the Customer hereby agrees and consents that the service of such award, instrument or order on the Customer in accordance with Condition 33.6, shall be in all respects as operative and effective as if the same were its office.

37. SURVIVAL OF OBLIGATIONS

Notwithstanding the complete performance of the Contract or the termination of the Contract insofar as it relates to the Customer, the terms and conditions of the Contract shall remain in full force and effect between BMCT and the Customer insofar as such terms and conditions shall remain unfulfilled or relevant.

38. STAMP DUTY

The Customer shall bear the costs of and incidental to the stamping of all documents evidencing the Contract and the duplicate thereof.

39 MERGERS AND ACQUISITIONS

- 39.1
- (a) If any person or entity ("**Target**") is the subject of any agreement for merger with, or acquisition by, the Customer whereby the Customer will be in Control, directly or indirectly, of the management of the Target; or
 - (b) if the Customer is the subject of a merger with or acquisition by any other person or entity ("**Acquiror**") whereby the Acquiror will be in Control, directly or indirectly, of the management of the Customer entity,

the Container vessels and/or the throughput of the Target or Acquiror (as the case may be) may be included in this Contract, subject to BMCT's prior review and consent.

39.2 Upon the occurrence of any event set out in Condition 39.1(a) or (b) above, the Contract will continue in force unless BMCT decides otherwise.

39.3 For the purposes of this Clause, "**Control**" means, in relation to a party, where a person (or persons acting in concert) has, or has a right to acquire, by equity ownership, contract or otherwise:

- (a) control over the affairs of that party;
- (b) more than 50% of the total issued equity shares of that party;
- (c) majority voting rights (able to carry ordinary majority voting) of that party; and/or
- (d) control of the composition of the board of directors of that party.

40 FURTHER ASSURANCE

The Parties agree to do all such further acts and things, execute and deliver all such additional documents, so as to give full effect to the terms of these Conditions.

ANNEXURE - A
BMCT SAFETY RULES
February 2024 edition

SAFETY RULES (INDIVIDUAL)

1. Proper Protective Apparel

- 1.1 To ensure that a safety helmet is properly worn in compulsory “Safety Helmet” areas at all times.
- 1.2 To ensure that suitable protective footwear acceptable to BMCT are properly worn at all times.
- 1.3 To ensure that a safety belt/harness is properly worn at all times when working from heights or when riding on quay crane spreaders.
- 1.4 To ensure that a seat belt is properly worn at all times when driving any equipment/vehicle.
- 1.5 To ensure that a high visibility vest acceptable to BMCT is properly worn at all times.
- 1.6 To ensure that a life jacket acceptable to BMCT is properly worn at all times when working at all ship edge/wharf edge.
- 1.7 To ensure that all other suitable protective apparels acceptable to BMCT are properly worn at all times.

2. Safe Lifting Equipment/Slinging Operations

- 2.1 To ensure that proper guide ropes of adequate length are used when handling heavy or lengthy loads.
- 2.2 To ensure that only lifting machines/appliances/gear marked with “SWL” and with valid test certificates are used.
- 2.3 To ensure that appropriate lifting machines/appliances/gear/method e.g. self-locking spreaders, etc. are used for container-handling.
- 2.4 To ensure that lifting machines/appliances/gear and pallets used for the slinging, loading and stacking of goods/materials are free from defects and properly used.
- 2.5 To ensure that the 3-step lifting operational procedure is properly observed and that loads are lifted with due care and attention.
- 2.6 To ensure that lifting operations are properly guided by a signaller, lifting supervisor and/or Ship Traffic Assistant and Wharf Operations Supervisor.
- 2.7 To ensure that any person performing the duties of a signaller, lifting supervisor, Ship Traffic Assistant or Wharf Operations Supervisor is stationed at the proper vantage position.
- 2.8 To ensure that the handling of heavy equipment, including overheight containers, hatch cover, etc., is properly supervised.

- 2.9 To ensure that no lifting equipment/gear/machine is to be loaded beyond the safe working load.
- 2.10 To ensure that no load is suspended over or near any person at all times and that no person is allowed to work under or near a suspended load.
- 2.11 To ensure that lifting machines/appliances/gear are operated in a safe manner and compliant with relevant safety requirements at law and/or stipulated by BMCT.

3. Safe Equipment Operations

(Including Prime Movers, Forklifts, Mobile Cranes, etc.)

- 3.1 To ensure that any equipment used is installed with proper and standard safety features e.g. brakes, horns, meter gauges, blinker lights, reverse buzzer, etc.
- 3.2 To ensure that headlights of all equipment are switched on when operating in or around the warehouse/freight station/vessel between 7.00 p.m. and 7.00 a.m. and whenever visibility is poor.
- 3.3 To ensure that only proper equipment for the intended work purpose is used and that such equipment is used carefully according to its function and operational instructions.
- 3.4 To ensure that the engine of a piece of equipment is promptly switched off and the hand brake is engaged during refuelling or before leaving the cabin.
- 3.5 To ensure that loads are lifted or transported in a stable and safe manner and within the load limit.
- 3.6 To ensure that all equipment are driven or operated with due care and attention and compliant with safety procedures/guidelines/instructions of the law and/or stipulated by BMCT.

4. Safe Work Method/Procedures

- 4.1 To ensure that means of access and fire/life-saving appliances are free from obstruction at all times.
- 4.2 To ensure that work areas are kept free from obstruction and tripping hazards at all times.
- 4.3 To ensure that work areas or any unguarded openings are adequately illuminated/barricaded before work.
- 4.4 To ensure that safety warning signs/devices, including traffic cones/blinkers, etc., as required by BMCT are placed in appropriate places.
- 4.5 To ensure that prompt action is taken to rectify any unstable stacking, obstruction to firefighting/lifesaving equipment and means of access, and any other sub-standard condition.
- 4.6 To ensure that wheel chocks and/or proper support stands are used for vehicles or other equipment under repair.
- 4.7 To ensure that there is compliance with all fire safety requirements, safety instructions, permit to work system and hot work procedures required at law and as stipulated by BMCT.

- 4.8 To ensure that safe work practices are adopted when working at a height.
- 4.9 To ensure that signallers, Ship Traffic Assistants or Wharf Operations Supervisors are to remain at the relevant workstations during operation at all times unless there are suitable and proper replacement.
- 4.10 To ensure that all trailer twistlocks are properly unlocked before offloading of containers and properly locked after loading of containers.
- 4.11 To ensure that no person is to perform work for more than 12 continuous hours.
- 4.12 To ensure that save-all nets are properly rigged at the shipside as required by BMCT.
- 4.13 To ensure that safety devices are not tampered with and suitable and proper tools and equipment are used.
- 4.14 To ensure that proper and safe means are used to access to and from high workplaces.
- 4.15 To ensure that no tool, gear or equipment and means of access (e.g. ladder, platform, man-cage, gondola, scaffold, etc.) which is defective, untested or uncertified is put into use, and any such item is immediately removed from BMCT premises.
- 4.16 To ensure that proper tools, receptacles and aids for lashing/unlashing are used.
- 4.17 To ensure that there is a sufficient number of trained workers to handle lashing operation.
- 4.18 To ensure that all loose items on the surfaces of, or which are not properly secured to, the hatch covers or containers are removed before such hatch covers or containers are handled.
- 4.19 To ensure that no equipment or tool is thrown or dropped from any worksite at a height.
- 4.20 To ensure that only quay crane spreaders are used to get to and from container tops and workers using such spreaders are properly secured within the man-cage by safety belt/harness before such spreaders are activated. No more than 2 workers are to use one such spreader at any one time.
- 4.21 To ensure that confined spaces are properly ventilated and certified safe before allowing workers to enter.
- 4.22 To ensure that all necessary precautionary measures are taken at all times when working in BMCT premises.

5. Safe Stacking/Unstacking Operations

- 5.1 To ensure that goods are stacked within safe height limits.
- 5.2 To ensure that adequate space clearance is provided between stacks and between stacks and walls.
- 5.3 To ensure that adequate space clearance is provided between incompatible goods/materials.
- 5.4 To ensure that goods/materials are properly stacked and compliant with safe work practices required by BMCT.

6. Authorised/Trained Workers

- 6.1 To ensure that the requisite authorisation is obtained before any person performs or is permitted to perform wharfinger duties and/or berthing/unberthing.

- 6.2 To ensure that the requisite authorisation is obtained before any person performs or is permitted to perform the duties of a Safety Supervisor, Foreman or Ship Checker.
- 6.3 To ensure that any person who performs or is permitted to perform plug/unplug jobs onboard vessel and/or in the yard is properly trained and has obtained the prior requisite authorisation.
- 6.4 To ensure that the requisite authorisation is obtained before any person performs or is permitted to perform the duties of Ship Traffic Assistant or Wharf Operations Supervisor.
- 6.5 To ensure that the requisite authorisation is obtained before any person performs or is permitted to perform engineering or hot work only after obtaining the requisite authorisation.
- 6.6 To ensure that the requisite authorisation is obtained before any person drives or operates or is permitted to drive or operate forklifts, machines, vehicles, prime movers or other port equipment.
- 6.7 To ensure that the requisite authorisation is obtained before any person operates or is permitted to operate winches, cranes or other lifting equipment.
- 6.8 To ensure that any person who performs or is permitted to perform stevedoring works, including lashing/unlashing works, etc., is properly trained and obtains the requisite authorisation before performing such works.
- 6.9 To ensure that only persons authorised by BMCT perform or are permitted to perform work in BMCT premises.

7. Submission of Documents

- 7.1 To ensure that an accurate and current checklist of safety measures and other requisite measures is submitted in the form, and within the time, required by BMCT.
- 7.2 To ensure that an accurate and current Labour Attendance Sheet is submitted in the form, and within the time, required by BMCT.
- 7.3 To ensure that any safety document, report or plan as required by BMCT is promptly updated at all times.

8. Safety Behaviour/Conduct

- 8.1 To ensure that a safe distance from equipment gantry paths is maintained at all times.
- 8.2 To ensure no two wheelers are used in operational areas.
- 8.3 To ensure that discipline and order are properly maintained at the work areas at all times.
- 8.4 To ensure that rest is taken only at places authorised by BMCT.
- 8.5 To ensure that any person who climbs ladders, stairs, containers, stacks, spreaders or equipment does so in a proper and safe manner.
- 8.6 To ensure that a safe distance from a container which is lifted or lowered is maintained.
- 8.7 To ensure that a safe position is maintained at the edge of ships, hatches, cargo stacks, container tops, unguarded openings, wharf aprons, equipment or work areas at all times.
- 8.8 To ensure that all persons are kept clear from all areas between suspended load and stationary object.

- 8.9 To ensure that all persons are kept clear from any suspended load, path of suspended load, unstable stack or path of moving equipment at all times.
- 8.10 To ensure that persons who are permitted to work are not under the influence of alcohol or drug or any substance which may impair their judgment or action at work.
- 8.11 To ensure that no smoking is allowed in operational areas except in admin building designated smoking areas.
- 8.12 To ensure that no port or other property is vandalised or otherwise tampered with, damaged, impaired or destroyed.
- 8.13 To ensure that there is no littering or spitting at all times.
- 8.14 To ensure that there is no sitting or sleeping under any vehicle.
- 8.15 To ensure that a safe position is maintained in and around the operational areas at all times.

SAFETY RULES (COMPANY)

1. Proper Protective Apparel

- 1.1 To ensure that sufficient quantities of safety helmets are provided to workers.
- 1.2 To ensure that sufficient quantities of other protective apparel, including high visibility clothing, etc., acceptable to BMCT are provided for workers.
- 1.3 To ensure that safety belts/harnesses are provided to workers working from a height or riding on quay crane spreaders.
- 1.4 To ensure that life jackets acceptable to BMCT are provided for workers working at all ship edge/wharf edge.
- 1.5 To ensure that all other requisite personal protective apparel acceptable to BMCT are adequately provided for workers.

2. Safe Lifting Equipment/Slinging Operations

- 2.1 To ensure that guide ropes of adequate length and strength are used for handling heavy and lengthy loads.
- 2.2 To ensure that only lifting machines/appliances/gear marked with "SWL" and with valid test certificates are used.
- 2.3 To ensure that appropriate lifting machines/appliances/gear, including self-locking spreaders, etc., are used for container handling operations.
- 2.4 To ensure that proper and defect-free lifting machines/appliances/gear, including pallets, etc., are used.
- 2.5 To ensure there is compliance with all safety requirements of the law and as stipulated by BMCT regarding the use of lifting machines/appliances/gears.

3. Safe Equipment Operations

(Including Prime Movers, Forklifts, Mobile Cranes, etc.)

- 3.1 To ensure that only equipment installed with proper and standard safety features, e.g. brakes, horns, meter gauges, blinker lights, reversed buzzer, good tyres, etc., are used.

- 3.2 To ensure that any equipment which is not in use is properly parked and secured to prevent any unauthorised use.
- 3.3 To ensure that only lifting machines/appliances/gears with valid statutory certificates are used.
- 3.4 To ensure that only proper and defect-free equipment are used.

4. Safe Work Method/Procedures

- 4.1 To ensure that workers are not deployed for more than 12 continuous hours.
- 4.2 To ensure that proper save-all nets are used for rigging at shipside.
- 4.3 To ensure that only proper and defect-free tools/gears/appliances are used.
- 4.4 To ensure only proper and safe means of access to and from worksites at a height, e.g. cargo stacks, container tops, etc., are used.
- 4.5 To ensure that any tool, gear, appliance, machine, equipment and means of access (e.g. ladder, platform, man-cages, gondola, scaffold, etc.) which is defective and/or without valid test certificates is immediately removed from BMCT premises.
- 4.6 To ensure that only proper lashing/unlashing tools, receptacles and aids in lashing/unlashing operations are used.
- 4.7 To ensure that there is at all times a sufficient number of properly trained workers as required by BMCT to perform cargo handling/lifting operations or other services.
- 4.8 To ensure that all workers strictly comply with all necessary precautionary measures at all times when working in BMCT premises.
- 4.9 To ensure that all workers strictly comply with all safety requirements of the law and as stipulated by BMCT at all times when working in BMCT premises.

5. Safe Stacking/Unstacking Operations

- 5.1 To ensure the stacking of goods/materials is within the height limits.
- 5.2 To ensure that adequate space clearance is provided between stacks and between stacks and walls.
- 5.3 To ensure that adequate space clearance is provided between incompatible goods/materials.
- 5.4 To ensure that goods/materials are properly and safely stacked in compliance with all safety requirements of the law and as stipulated by BMCT.

6. Authorised/Trained Workers

- 6.1 To ensure that only duly authorised/trained workers who are within the authorised age limits are employed to perform stevedoring work.
- 6.2 To ensure that only duly authorised/trained persons are employed to perform Wharfinger duties and/or berthing/unberthing operations.

- 6.3 To ensure that only duly authorised/trained persons are employed as Safety Supervisors, Foremen or Ship Checkers.
- 6.4 To ensure that only duly authorised/trained persons are employed to perform stevedoring works and/or lashing/unlashing.
- 6.5 To ensure that only duly authorised/trained persons are employed as Ship Traffic Assistants and/or Wharf Operations Supervisors.
- 6.6 To ensure that only duly authorised/trained persons are employed to perform engineering and/or hot works.
- 6.7 To ensure that only duly authorised/trained persons are employed to drive/operate forklifts, vehicles, machines, prime movers or other port equipment.
- 6.8 To ensure that only duly authorised/trained persons are employed to operate winches, cranes and/or other lifting equipment.
- 6.9 To ensure that only persons who are duly authorised by BMCT are employed to perform work in BMCT premises.

7. Submission Of Documents

- 7.1 To ensure that an accurate and current checklist of safety measures or other measures, that is to BMCT's satisfaction, is submitted in the form, and within the time, stipulated by BMCT.
- 7.2 To ensure that an accurate and current Labour Attendance Sheet, that is to BMCT's satisfaction, is submitted within the time stipulated by BMCT.
- 7.3 To ensure that accurate and current information, e.g. weight of equipment, load, container, etc., is provided promptly to BMCT and whenever required by BMCT.
- 7.4 To ensure that any safety document, report or plan as required by BMCT, and that is to BMCT's satisfaction, is submitted within the time stipulated by BMCT.

ANNEXURE – B
BMCT SECURITY RULES
February 2024 edition

BMCT SECURITY RULES

A. Goods, Cargoes and/or Containers

1. To ensure that only the correct quantity or weight of goods, cargoes and/or containers are taken delivery of.
2. To ensure that only goods, cargoes and/or containers of the correct markings are taken delivery of.
3. To ensure that no goods, cargo and/or container is removed from BMCT's restricted areas without due authority or permission.
4. To ensure that all dutiable goods, cargoes and/or containers are properly declared to the relevant authority and their requisite duties are duly paid before they are brought into or removed from BMCT's restricted areas.
5. To ensure that there is no dealing whatsoever of contraband, smuggled or unauthorised goods, cargoes and/or containers within BMCT's restricted areas.
6. To ensure that no seal or other security device of any goods, cargo and/or container is tampered with, damaged or otherwise dealt with without authority or permission.

B. Port Property and Other Properties

1. To ensure that no port property or other property is removed from BMCT's restricted areas without due authority or permission.

C. Persons

1. To ensure that no person enters or causes another to enter and/or remains or causes another to remain in BMCT's restricted areas without a valid personal BMCT Pass.
2. To ensure that no person enters and/or remains in BMCT's restricted areas for purposes other than purposes for which such person is issued with a BMCT Pass.
3. To ensure that there is no stowaway on board any vessel.
4. To ensure that no person engages in any act of nuisance, coercion or harassment, or any act using force or any act which causes or may cause fear or hurt to any other person.
5. To ensure that no person engages in any act which disrupts or interferes or may disrupt or interfere with any operation in or around BMCT's restricted areas.
6. To ensure that no person engages in any betting, wagering, gambling or moneylending activity in or around BMCT's restricted areas.

D. Environment

1. To ensure that there is no pollution of, or harmful emission to, the environment within or around BMCT's restricted areas at all times.

2. To ensure that there is no photo-taking, video-taping or capturing of images, using electronic equipment, of any part of BMCT's restricted areas or of any activity within or around such restricted areas without authority or permission.

E. Illegal and/or Prohibited Dealings or Conduct

1. To ensure that no person deals or engages in or assists or abets the dealing or engagement of any other act or conduct which contravenes any legislation, rule stipulated by BMCT or other written law.
2. To ensure that no person deals or engages in or assists or abets the dealing or engagement of any activity which is or may be prohibited by BMCT from time to time.
3. To ensure that no person brings into and/or possess and/or use within BMCT's restricted areas any article, item, device, equipment or property which is or may be used in any illegal or prohibited dealing or engagement or in the assistance or abetment thereof.
 - I. Any person who infringes any of the aforesaid Security Rules shall be subject to the following:-
 - (i) immediate eviction from BMCT's restricted areas and revocation of such person's BMCT Pass, irrespective of the number of infringements; and/or
 - (ii) ban from entering BMCT's restricted areas for:-
 - (a) in respect of the 1st infringement, 1 to 3 months as BMCT deems fit;
 - (b) in respect of the 2nd infringement, 6 to 12 months as BMCT deems fit; and
 - (c) in respect of the 3rd and any subsequent infringement, permanent ban and/or termination as BMCT deems fit.
 - II. In the event of a breach of Rule E.3, BMCT may remove, confiscate and/or detain any such prohibited articles, items, devices, equipment or property from anyone or anywhere within BMCT's restricted areas, and dispose of them as BMCT deems fit.

F. Clamping and Towing of Vehicles

BMCT Pass holders shall park their vehicles at designated parking lots and, failing which, their vehicles shall be wheel clamped and/or towed away.

ANNEXURE – C
BMCT TRAFFIC RULES
February 2024 edition

BMCT Traffic Rules

1. To ensure compliance with all traffic signs and markings, traffic lights and height restrictions at all times.
2. To ensure compliance with all traffic directions given by any authorised officer in and around BMCT premises at all times.
3. To ensure that loads are properly secured when being conveyed by vehicles.
4. To ensure that passengers are carried on motor and/or goods vehicles only when authorised to do so and in a safe manner.
5. To ensure that passengers are carried on prime movers only when authorised and in a safe manner.
6. To ensure that the driver and all passengers in a four wheeler wear seat belts.
7. To ensure no two wheelers operate in operational areas and crash helmets are worn by two wheeler riders outside operational areas.
8. To always ensure compliance with the speed limit of 20 kmph.
9. To ensure that unbroken white lines are not crossed.
10. To ensure that there is no obstruction to the flow of traffic at all times.
11. To ensure that no accident is caused by any obstruction to the flow of traffic.
12. To ensure that there is no obstruction at box junctions at all times.
13. To ensure that there is no obstruction on gantry paths at all times.
14. To ensure that no accident is caused by any obstruction on gantry paths.
15. To ensure that there is no overtaking at emerging lanes.
16. To ensure that vehicle lights are switched on when driving at night or when visibility is low.
17. To ensure that there is no driving at the wharf and in the operational areas unless permission is granted.
18. To ensure that ambulances, fire brigades and/or police vehicles are given way to.
19. To ensure that persons on pedestrian crossings are given way to.
20. To ensure that only vehicles with tyres in good condition are used.
21. To ensure that vehicles are parked only at authorised or designated parking areas.
22. To ensure that there is no driving against the flow of traffic.
23. To ensure that there is no driving under the backreach of quay cranes.
24. To ensure that there is no cutting across from any yard block to another.

25. To ensure that there is no driving between any 2 quay cranes, except for the purpose of entering the wharf and where there is at least 80 feet clearance between any 2 such quay cranes.
26. To ensure that yard cranes engaging in cross-gantrying are given way to.
27. To ensure that accurate and current information, e.g. weight of equipment, load, container, etc., as required by BMCT is provided promptly.
28. To ensure that all drivers maintain road discipline in congested areas and avoid unnecessary honking.
29. To ensure that there is no reckless and/or dangerous driving at all times.
30. To ensure that all drivers carry with them valid driving licences at all times.
31. To ensure that all drivers drive with due care and attention at all times.
32. To ensure that no accident is caused by careless, negligent or inattentive driving.