



Aden Ports Development Company

Tariff Book

**Applicable At Aden Container Terminal and
Ma'alla Container Terminal**

EFFECTIVE FROM 1 NOVEMBER 2020

Administration Office:

**Aden Ports Development Company
ACT Business Centre
P O Box 6116
Aden
Republic of Yemen
www.act-aden.com**

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SECTION A

DEFINITIONS, APPLICATIONS AND GENERAL CONDITIONS

1 DEFINITIONS

- 1.1 "ACT" means Aden Container Terminal And "MCT" means Ma'alla Container Terminal
- 1.2 Aden Ports Development Company is the operator of the terminals ACT & MCT
- 1.3 "**Aden Ports Development Company – Tariff**" means the document titled as such and listing charges payable to Aden Ports Development Company from time to time for the use of the Services and/or Facilities, the current edition of which has been made available to the Customer (and which the Customer hereby acknowledges as having read and agreed to).
- 1.4 "**Application**" means the application for the services and/or facilities, made by or for the Customer to Aden Ports Development Company in writing or by any other mode required or accepted by ACT and MCT and granted by Aden Ports Development Company .
- 1.5 "**Conditions**" means these General Conditions.
- 1.6 "**Container**" means freight container complying with all relevant prevailing ISO standards. Generally, it is designed to facilitate the carriage of goods by one or more modes without intermediate reloading; fitted with corner castings to facilitate handling by mechanical equipment.
- 1.7 "**Contract**" means the contract constituted the provision of the Services and/or Facilities by and/or by the Application including the Terms and Conditions of Aden Ports Development Company account and/or any other document expressly agreed between the Parties as forming part of such contract.
- 1.8 "**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 other provisions of the Contract
- whichever shall be earlier.
- 1.9 "**Contract Sum**" means all or any sums payable by or for the Customer to Aden Ports Development Company under the Contract or at law in accordance with the rate stipulated in the Contract or in the absence of such stipulation, in accordance with the rate stipulated in the Aden Ports Development Company – Tariff.
- 1.10 "**Customer**" means the person whose Application has been granted by Aden Ports Development Company or the successors and permitted assigns of such person
- 1.11 "**Customer's Representative**" means any one or more persons authorised by the Customer and approved by Aden Ports Development Company under General Condition 3.8.1.
- 1.12 "**Facilities**" means all or any part of the facilities described as such in the Application or any facilities provided by Aden Ports Development Company whether for use in themselves or for use in connection with the provision of the Services.

- 1.13 "**Force Majeure**" means any of the following events:

- 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, lock-out, sabotage, compliance with any regulation, measure, direction, order or request of any competent authority in the Republic of Yemen or person purporting to act therefore, mobilization, requisitioning, quarantine measure, 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, failure of or stagnation in the supply of power, fuel, transport or equipment affecting the availability of materials or labor 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;
- b) any fire, smoke, explosion, water used to extinguish fires, atomic nuclear reaction, flood, storm, peril of the sea, breaking adrift of any vessel from ACT and MCT, damage by aircraft or vessel, obstruction to shipping routes or roads that provide access to or egress from ACT and MCT or interruption of use of the Services and/or Facilities due to any cause whatsoever;
- c) any defect, inherent vice or natural property of the Goods, change in quality of the Goods through leakage, loss of weight, deterioration, decay, damage by vermin, damage caused by other goods, any defect whether or not latent of the Facilities or defective packaging, containers or means of transport used in respect of the Goods, delay in the delivery of the Goods to or from ACT & MCT on the part of any person other than Aden Ports Development Company its servants or agents, failure in or delayed arrival of packing materials, containers or means of transport used in respect of the Goods or a third party's interference with the Services and/or Facilities; or
- d) any other circumstances the occurrence or extent of which Aden Ports Development Company could not reasonably have controlled, foreseen, avoided, prevented or forestalled.
- 1.14 "**Goods**" means all or any part of any property of any kind whatsoever brought into ACT or MCT by the Customer or for the Customer for the purposes of the Contract including any Container.
- 1.15 "**LOA**" means the length of a Vessel measured from the extreme point forward of the Vessel to the extreme point aft of the Vessel.
- 1.16 "**Nearest Hour**" means that subject to a minimum of one hour, a period of less than 30 minutes in excess of a complete hour shall not be considered for the computation of charges, whilst a period of 30 minutes or more in excess of a complete hour, shall be rounded up to the next hour.
- 1.17 "**Nearest Tonne**" means that subject to a minimum of one Tonne, cubic measurement or gross weight (whichever is the greater) of less than 0.5 Tonne in excess of a complete Tonne shall not be considered for the computation of charges, whilst weight of 0.5 Tonne or more in excess of a complete Tonne, shall be rounded up to the next Tonne.
- 1.18 "**Over width Container**" means Container with over width dimensions of more than 15.0 cm or 6.0 inch (with direct delivery/loading treatment).
- 1.19 "**Over height Container**" means Container with over height dimensions with direct delivery/loading treatment.
- 1.20 "**Per Shift**" means per period of 8 hours.
- 1.21 "**Reefer**" means any Container constructed for the purpose of the carriage of goods which require refrigeration.

- 1.22 “**Services**” means any service described as such in the Application.
- 1.23 “**Tariff**” means all charges and sums which shall be paid to Aden Ports Development Company against service / facilities extended by (ACT & MCT terminals)
- 1.24 “**Tonne**” means one metric Tonne of 1,000 kilograms or one cubic meter, whichever is greater.
- 1.27 “**Transshipment Container**” means Containers discharged from a Vessel and placed in the custody of the Aden Ports Development Company for the purposes of shipment on another vessel declared on a transshipment manifest with the ultimate port of destination marked on each Container lodged with the Aden Ports Development Company prior to or at the time such containers are placed in its custody.
- 1.28 “**Uncontainerised Goods**” means Goods or Container that can only be handled with a Container quay crane or transfer equipment spreader with special attachments or manual slings.
- 1.29 “**Vessel**” means the vessel in respect of which any Service and/or Facilities is provided or to be provided under the Contract.
- 1.30 “**Completion of Discharge**” (COD) time means the time the last container is discharged from the vessel

2 APPLICATIONS

- 2.1 The rates to be levied by Aden Ports Development Company to its customers or customers' representatives for the use of premises, works or appliances and for services or facilities provided are in the following sections:

SECTION B - CHARGES FOR CONTAINER OPERATIONS

SECTION C - CHARGES FOR CONVENTIONAL OPERATIONS

SECTION D - HIRE OF EQUIPMENT

SECTION E - OTHER SERVICES

- 2.2 Full Container Load (FCL) Rates shall apply:
- when a loaded container is discharged from a Vessel, delivered directly out of ACT & MCT, or moved and stored in the container yard and eventually delivered out of ACT & MCT or;
 - when a loaded container is shipped and the reverse operations to (a) are performed.
- 2.3 *Transshipment Container Rates shall apply to a loaded container which fulfil the following conditions :*
- when it is discharged from the first carrier onto ACT or MCT and remained in the custody of Aden Ports Development Company until it is transhipped in its original status by Aden Ports Development Company*

 - when the declaration of the container status is submitted as "TRANSSHIPMENT" and the second carrier nominated or confirmed at least :*
 - 6 hours before berthing of the first carrier where the last port of call of the first carrier before berthing at ACT & MCT is Djibouti, Barbara or Assab.*
 - 12 hours before berthing of the first carrier where the last port of call of the first carrier before berthing at ACT & MCT is Hodeidah, Mukalla or Massawa.*
 - 24 hours before berthing of the first carrier where the last port of call of the first carrier before berthing at ACT & MCT is all other ports other than those covered under (i) and (ii) above.*
 - when the declaration of the container status is submitted for shipment at least:*
 - 6 hours before berthing of the second carrier where the last port of call of the second carrier before berthing at ACT & MCT is Djibouti, Barbara or Assab.*
 - 12 hours before berthing of the second carrier where the last port of call of the second carrier before berthing at ACT & MCT is Hodeidah, Mukalla or Massawa.*
 - 24 hours before berthing of the second carrier where the last port of call of the second carrier before berthing at ACT & MCT is all other ports other than those covered under (i) and (ii) above.*
- 2.4 Re-export container rates shall apply to a loaded container which fulfills the following conditions:

- a) when it is discharged from the first carrier onto ACT or MCT and remained in the custody of Aden Ports Development Company until it is re-exported by Aden Ports Development Company ;
- b) when it is declared for Re-export within 72 hours of completion of discharge from the first carrier; and
- c) when Aden Ports Development Company is informed of the Re-export at least 24 hours before the berthing of the second carrier.

Aden Ports Development Company shall at its discretion vary the conditions on Re-export containers as it deems necessary.

2.5 Where charges are payable by the Agent or Owner of the Vessel, Aden Ports Development Company shall be informed in advance of any change of agency or ownership of the Vessel including the name and address of the new agent or owner. For the purpose of this paragraph, the change of agency shall be effective from the date such notification is received by Aden Ports Development Company or such later date if Aden Ports Development Company has been notified in advance.

3 GENERAL CONDITIONS

3.1 ADMINISTRATION

The administration of Aden Ports Development Company is under the direction of the ADEN PORTS DEVELOPMENT COMPANY.

3.2 INTERPRETATION OF TARIFF

- 3.2.1 Words importing the singular number shall include the plural number and vice versa.
- 3.2.2 Words importing the masculine gender shall include the feminine or neuter gender.
- 3.2.3 All Agreements and undertakings on the part of either Party which comprise more than one person or entity shall be joint and several.
- 3.2.4 All applications, orders, instructions, notices, requests, descriptions, directions, declarations, permissions, consents and other communication required or permitted under the Contract to be made or given to Aden Ports Development Company shall be made or given in writing or by such other mode as may be accepted by Aden Ports Development Company .
- 3.2.5 Reference in the Contract to any statute or law includes a reference to such statute or law in force from time to time and any regulations or orders made under such statute or law.
- 3.2.6 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 as shall be necessary or desirable in the circumstances.

3.2.7 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.

3.3 **ALTERATIONS TO TARIFF**

Aden Ports Development Company reserves the rights to alter, change, or amend from time to time any or all charges, terms, conditions or interpretations contained in this publication with or without prior notice.

3.4 **CONTRACT**

3.4.1 The Contract

- a) Aden Ports Development Company shall provide and the Customer shall accept the Services and/or 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.
- b) Any undertaking by ADEN PORTS DEVELOPMENT COMPANY under the Contract to do any act may be carried out by its authorized servants or agents, in which event all acts or omissions which may be permitted of ADEN PORTS DEVELOPMENT COMPANY under the Contract shall also be permitted of such persons and all protection from liability afforded to ADEN PORTS DEVELOPMENT COMPANY by the Contract shall also be afforded to such persons.

3.4.2 **Sooner termination for urgent reasons:**

- a) Notwithstanding the other provisions of the Contract, Aden Ports Development Company may terminate the Contract forthwith at any time without any claim or charge by the Customer if Aden Ports Development Company has an urgent reason for doing so.
- b) Such urgent reasons shall include but not limited to :
 - i) 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 Aden Ports Development Company has notified the Customer of such failure;
 - ii) if Aden Ports Development Company shall be of the opinion that the presence of the Goods at ACT & MCT may lead to any claim against Aden Ports Development Company , its servants or agents;
 - iii) if Aden Ports Development Company shall be prevented from providing the Services and/or Facilities or if the Services and/or Facilities shall become unsuitable in any way for use due to any Force Majeure.

3.5 **WORKING HOURS**

3.5.1 **Normal working hours:**

- a) Container handling operations are available 24 hours a day throughout the year.
- b) Administration hours are from 0800 hrs to 1700 hrs Saturday to Wednesday, and 0800 hrs to 1300 hrs on Thursday. The administration offices will be closed on Fridays and Public Holidays.

Except where expressly agreed otherwise, the Services and/or Facilities shall be provided by ADEN PORTS DEVELOPMENT COMPANY during the normal working hours stipulated by Aden Ports Development Company from time to time.

3.5.2 Outside normal working hours:

- a) Notwithstanding the other provisions of the Contract, Aden Ports Development Company may at its absolute discretion provide any Services and/or Facilities outside the normal working hours if Aden Ports Development Company shall reasonably deem it necessary to do so or if required by the competent authorities.
- b) Any cost of expense incurred by Aden Ports Development Company arising from providing any Services and/or Facilities outside the normal working hours pursuant to General Condition 3.5.4 shall be payable by the Customer to Aden Ports Development Company .

3.6 REMOVAL OF VESSELS

The Customer shall ensure that the Vessel shall be removed from ACT & MCT immediately upon completion of the discharge or loading of the Goods or sooner where deemed necessary by Aden Ports Development Company to facilitate other operations at ACT & MCT.

3.7 INSPECTION AND MOVEMENT OF GOODS

3.7.1 If in the reasonable opinion of Aden Ports Development Company :

- a) any inspection of the Facilities;
- b) any works for the routine maintenance or repair or alteration or addition to the Facilities;
or
- c) any other works

shall become necessary as a result of any amendment or re-enactment of any law taking effect during the Contract Period, Aden Ports Development Company shall be entitled to carry out such inspection or such works at the risk and expense of the Customer.

3.7.2 Aden Ports Development Company shall be entitled to move the Goods from the Facilities to any other part of ACT or MCT if Aden Ports Development Company shall deem such movement to be necessary or desirable for Aden Ports Development Company to carry out such inspection or works and in such event the Customer shall not be entitled to make any claim against Aden Ports Development Company that has either directly or indirectly arisen from such works or from the deprivation of the use of the Facilities for any duration as a result of such works unless such claim has arisen from the willful intent or recklessness of Aden Ports Development Company .

3.7.3 Without prejudice to General Condition 3.7.2, Aden Ports Development Company shall be entitled to move the Goods from the Facilities to any other part of ACT & MCT from time to time and in such event the Customer shall not be entitled to make any claim against Aden Ports Development Company by reason that he has not been notified of the movement Aden Ports Development Company shall as soon as practicable, notify the Customer of the location of the Goods and Aden Ports Development Company may store the goods in the open if in the opinion of Aden Ports Development Company the Goods are suitable for such storage.

3.8 CUSTOMER'S REPRESENTATIVE

3.8.1 **Aden Ports Development Company approval;**

Aden Ports Development Company may in its absolute discretion, grant approval for any one or more persons authorized by the Customer to deal with Aden Ports Development Company , its servants and agents for the purposes of the Contract, in which event all acts or omissions by such authorized person shall be deemed to be acts or omissions of the Customer.

3.8.2 **Customer's responsibility;**

- a) The Customer shall ensure that only itself or the Customer's Representative shall deal with Aden Ports Development Company for the purposes of the Contract.
- b) Any undertaking by the Customer under the Contract to do or not to do or not to omit any act shall be deemed to include an obligation to ensure that such undertaking shall be carried out by the Customer's Representative.
- c) Notwithstanding the provisions of this General Condition, the Customer shall at all times be responsible for the due observance of and compliance with the provisions of the Contract.

3.8.3 **Liability and indemnity for Customer's Representative;**

Aden Ports Development Company 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 authorized by the Customer to deal with Aden Ports Development Company and the Customer shall absolve ADEN PORTS DEVELOPMENT COMPANY , its servants and agents in respect of such claim and shall indemnify Aden Ports Development Company , its servants and agents in respect of such claim.

3.9 ACCESS TO AND PRESENCE AT ACT & MCT.

3.9.1 **Entry and exit;**

Except with the permission of ADEN PORTS DEVELOPMENT COMPANY , no person or property shall enter or leave ACT & MCT by any place or by any means other than an entrance or exit or means designated by Aden Ports Development Company for that purpose

3.9.2 **Closure or barriers**

Aden Ports Development Company may at its sole discretion without assigning any reason therefore, close ACT & MCT or any part thereof for any period or erect or place any barriers thereat, in which event no person shall enter the same unless he has obtained the express permission of Aden Ports Development Company .

3.9.3 **Evidence of permission;**

The grant of ADEN PORTS DEVELOPMENT COMPANY permission under General Condition 3.8.1 or 3.8.2 shall be evidenced by any permanent or temporary pass issued by Aden Ports Development Company subject to such conditions as Aden Ports Development Company may think fit to impose.

3.9.4 **Refusal or removal:**

Aden Ports Development Company may at its discretion without assigning any reason therefore, refuse entry or exit to or require the Customer to remove any person or property whether or not such person or property is in possession of or covered by a pass or passes issued by Aden Ports Development Company under General Condition 3.8.3

3.9.5 **Obedience to directions**

The Customer shall obey all directions given by Aden Ports Development Company in respect of the Services and/or Facilities at ACT & MCT or as indicated by any signboard placed by Aden Ports Development Company while the Customer remains at ACT or MCT.

3.10 **ENVIRONMENT**

The Customer shall not:

- a) discharge, throw, deposit or permit or suffer to escape any dirt, ashes, exhaust, steam, oil, water, filth or waste matter whether liquid or solid onto ACT or MCT without the permission of YPA; or
- b) cause smoke, soot, ash, grit or oil to be emitted from any vessel at ACT or MCT in such quantity or density as may be deemed to be a nuisance or annoyance in the opinion of YPA.

3.11 **PAYMENT FOR SERVICES AND/OR FACILITIES**

3.11.1 **Currency**

All rates are stated and are **payable in United States Dollars**, unless otherwise specified.

3.11.2 **Charges and other sums**

In consideration of the provision of the Services and/or Facilities by Aden Ports Development Company, the Customer shall pay to Aden Ports Development Company all charges and other sums which shall be imposed by Aden Ports Development Company under the Aden Container Terminal & Ma'alla Container Terminal – Tariff or under the Contract or at law.

3.11.3 **Conditions of payment**

Except as expressly agreed otherwise between the Parties:

- a) All sums of whatever nature due from the Customer to Aden Ports Development Company under the Contract shall be:
 - i) payable without demand and without deduction not later than 30 days from the invoice date unless otherwise specified or under the Contract, as the case may be; and

- ii) Recoverable against the Goods and any other property delivered by the Customer to Aden Ports Development Company under any other contract made between Aden Ports Development Company and the Customer.
- b) Interest will be chargeable at predetermined rates from time to time on the outstanding balance of overdue invoices.
- c) Aden Ports Development Company may at any time and from time to time require the Customer to open and maintain for the duration of the Contract Period an account with Aden Ports Development Company subject to the Terms and Conditions of Aden Ports Development Company Account.
- d) The Customer may be required to furnish security for a sum and in a form approved by Aden Ports Development Company for the prompt and proper performance and observance by the Customer of the Contract (including the obligation to pay the Contract Sum)
- e) Notwithstanding the period for payment stipulated pursuant to paragraph (a)(i) above, the Contract Sum shall become immediately due and payable:
 - i) if legal proceedings shall be commenced by any person for the bankruptcy, liquidation or winding up of the Customer;
 - ii) if the Customer shall make any offer of composition to its creditors;
 - iii) if any order of distress or attachment or similar order shall be made against any property of the Customer (including the Goods); or
 - iv) if the Customer shall fail to perform or observe any term or condition of the Contract.
- f) If due to any reason whatsoever (except the default of Aden Ports Development Company) the Customer shall not pay the Contract Sum on or before the due date for payment referred to in paragraph (a)(i) above:
 - i) Aden Ports Development Company shall be entitled to engage the services of any person to recover such sum from the Customer, in which event the Customer shall also be liable for all costs incurred by Aden Ports Development Company for such services (including the legal costs); and
 - ii) Regardless of whether or not Aden Ports Development Company shall have engaged the services of any person as described in sub-paragraph (i) above, the Customer shall in addition to the Contract Sum and the costs described in sub-paragraph (i) above (if any), pay to Aden Ports Development Company interest on such sums and the costs at the rate equivalent to the rate stipulated in the Terms and Conditions of Aden Ports Development Company account, 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.
- g) Time shall be of the essence for the purposes of this General Condition.

3.12 **RIGHTS OVER GOODS AND VESSELS**

3.12.1 **Right of lien and retention**

- a) Aden Ports Development Company shall have the right of lien and retention over all property (including the Goods) and all sums (including any sums collected by Aden

Ports Development Company from third parties on behalf of the Customer) and all documents which Aden Ports Development Company 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 all sums due from the Customer to Aden Ports Development Company and the discharge of all liabilities of the Customer to Aden Ports Development Company under the Contract or at law.

- b) In the exercise of Aden Ports Development Company right of lien and retention, Aden Ports Development Company shall be entitled to seize and detain such property, sums and documents until the sums due from the Customer to Aden Ports Development Company are fully paid.
- c) Aden Ports Development Company lien shall have priority over all other liens and claims in respect of such property, sums and documents.

3.12.2 **Power to dispose of Goods remaining in custody**

- a) If the Goods are not removed from the Facilities within 6 months or stipulated in the Contract, as the case may be, Aden Ports Development Company may at the expiration of such period dispose of the Goods by sale or in such other manner as it thinks fit **Provided that** if the Goods are of a perishable nature Aden Ports Development Company may direct their removal within such shorter period as Aden Ports Development Company deems fit, and if not removed then, Aden Ports Development Company may dispose of the Goods in such manner as it deems fit.
- b) Aden Ports Development Company shall render the surplus proceeds of sale, if any, to the Customer and any other person entitled thereto on demand, and, 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 Aden Ports Development Company, whereupon all rights to the same by such person shall be extinguished.

3.12.3 **Power to distraint for non-payment of Contract Sum**

- a) If the Customer fails to pay the Contract Sum in accordance with the Contract, Aden Ports Development Company may, in addition to any other remedy which Aden Ports Development Company may be entitled to sue, distraint 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.
- b) 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 14 days after any such distress or arrest has been so made, Aden Ports Development Company 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
- c) of sale remaining unpaid, rendering the surplus, if any, to the master or owner of the Vessel on demand.

3.13 **OPERATING REQUIREMENTS**

3.13.1 **General requirements**

- a) Aden Ports Development Company may impose operating requirements for the maintenance, control, operation and management of ACT & MCT and generally carrying out the purposes of the Contract.
- b) The Customer shall comply with the operating requirements as contained in the existing port circulars which will be made available to the Customer and other users of services

and facilities provided by Aden Ports Development Company from time to time, insofar as such requirements are applicable to the Goods and/or the Services and/or Facilities.

3.13.2 **Insurance**

The Customer shall effect adequate insurance of the Goods for so long as they remain at ACT or MCT, except where expressly agreed otherwise between Aden Ports Development Company and the Customer.

3.13.3 **Safety**

Parties using ACT & MCT are required to conform to all of the current safety rules and regulations.

3.13.4 **Notice of Arrival**

Each vessel owner, operator or charterer expecting to dock a vessel at ACT or MCT for the purpose of loading or discharging cargo shall give Aden Ports Development Company **at least 48 hours prior notice** of the arrival of such vessel and furnish such information as Aden Ports Development Company may require (Please refer to Item 3.13.4 for details). Reconfirmation of the vessel's arrival shall be made by the vessel's agent 24 hours prior to arrival.

3.13.5 **Documentation**

The following documents should be delivered to Aden Ports Development Company **at least 48 hours prior to the vessel's arrival**. Failure to do so may result in the withholding of vessel's clearance to sail into the port or out of the port until such time as they are made available.

a) Discharging Vessels

i)	Cargo Stowage Plan	3 copies
ii)	LCL Cargo Manifest	3 copies
iii)	Hatch List	3 copies
iv)	Hazardous and Dangerous Cargo Declaration	3 copies
v)	Passenger Manifest	3 copies

b) Loading Vessels

i)	Customs Endorsed Export Declaration (for each consignment)	1 copy
ii)	Cargo Stowage Plan	3 copies
iii)	Cargo Loading List	3 copies
iv)	Hazardous and Dangerous Cargo Declaration	3 copies
v)	Passenger Manifest	3 copies

c) Cargo Handling Gear

All vessels not registered with an approved Society using their own gear for cargo operations should deliver to Aden Ports Development Company , **at least 48 hours prior to vessel's arrival**, the following information:

- i) Type of cargo handling gear
- ii) Capacity of cargo gear (swing boom/union purchase)
- iii) Date of last quadrennial and annual inspection

3.13.6 **Dangerous or Hazardous Goods**

- a) Goods of a dangerous or hazardous nature will only be received at ACT & MCT by advance arrangement between the shipping lines agents with Aden Ports Development Company .
- b) The handling of such goods will be governed by the International Maritime Dangerous Goods Code published by the International Maritime Organisation (IMO) as listed below:
 - Class: 1 - Explosives
 - 2 - Gases: compressed/liquefied/dissolved under pressure
 - 3 - Flammable liquids
 - 4 - Flammable solids/substances liable to spontaneous combustion
 - 5 - Oxidising substances and organic peroxide
 - 6 - Poisonous and infectious substances
 - 7 - Radioactive substances
 - 8 - Corrosives
 - 9 - Miscellaneous dangerous substances

3.14 **FORCE MAJEURE**

3.14.1 Affecting performance or observance by Customer

- a) 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 Aden Ports Development Company thereof and identify the Force Majeure, whereupon the Customer shall be released from such performance or observance to the extent that for so long as such performance or observance shall be prevented by the Force Majeure and such undue hardship.
- b) The Customer shall perform and observe its other obligations under the Contract insofar as they shall not be affected by the Force Majeure.
- c) Notwithstanding General Condition 3.13.1(a), the Customer shall fulfill 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.
- d) Notwithstanding General Condition 3.13.1(b), if the Force Majeure shall continue for a period longer than that which Aden Ports Development Company considers reasonable for the release of the
- e) Customer from such performance or observance, Aden Ports Development Company shall be entitled to terminate the Contract immediately by notice to the Customer.

3.14.2 Affecting performance or observance by Aden Ports Development Company

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

3.15 **Aden Ports Development Company LIABILITY**

3.15.1 Standard of performance

Aden Ports Development Company shall provide the Services and/or Facilities with reasonable care.

3.15.2 Extent of liability

- a) Except where expressly agreed otherwise between the parties, Aden Ports Development Company shall not be liable for any claim arising from:
 - i) Force Majeure;
 - ii) Any delay in the delivery of the goods to Aden Ports Development Company or re-delivery of the goods to the Customer;
 - iii) The provision of any services or facilities in the open; or
 - iv) Any other cause unless it is first proven by the customer that such claim has arisen from the gross negligence or the willful act of Aden Ports Development Company .
- b) In the event of any claim against Aden Ports Development Company , Aden Ports Development Company shall not be liable for:
 - i) Any sum exceeding United States Dollars Fifteen Thousand (US\$15,000) in aggregate per incident; or
 - ii) Any loss or profit, consequential loss or any indirect loss or damage.
- c) Aden Ports Development Company shall not be liable for any claim arising before delivery of the goods to Aden Ports Development Company or after re-delivery of the goods to the customer.
- d) The claim will be void if the customer shall not have notified Aden Ports Development Company thereof within one week after the occurrence of the event giving rise to the claim or within one week after the re-delivery of the goods to the customer, whichever is earlier.
- e) If any claim shall have been notified to Aden Ports Development Company in accordance with clause 3.14.2(d), the claim shall become void if the customer shall not commence legal proceedings in respect thereof within the period of 6 months after the date of such notice.

3.15.3 Apportionment of compensation

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

3.15.4 Personal liability

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

3.15.5 Limited liability

- a) Neither Aden Ports Development Company nor its servant or agent shall be liable:
- i) for any loss caused to any person by reason of misdelivery, short delivery or non-delivery of any Goods deposited with or placed in the custody or control of Aden Ports Development Company ;
 - ii) for damage to or destruction of any Goods which have been duly acknowledged by Aden Ports Development Company to be in its custody (other than Goods referred to in sub-paragraph (iii)) in the sum of more than United States Dollars One Thousand (US\$1,000) per package or unit of such Goods;
 - iii) for damage to or destruction of any Goods contained in any Container which have been duly acknowledged by Aden Ports Development Company to be in its custody, in the sum of more than United States Dollars Two Thousand Five Hundred (US\$2,500) in the case of a Container up to 6.1 meters in length or United States Dollars Five Thousand (US\$5,000) in the case of a Container exceeding 6.1 meters in length or the actual cost of repair or replacement of such Container and the Goods packed in such container, whichever is less.
- b) Where Aden Ports Development Company prepares the plan for the stowage of the Goods on board any Vessel, Aden Ports Development Company shall not be liable beyond a sum of United States Dollars Five Thousand (US\$5,000) for any loss or damage whatsoever arising out of any error in such stowage plans whether caused by any act, neglect or default of Aden Ports Development Company , its servants or agents.
- c) In any case, the liability of Aden Ports Development Company shall be limited to the Goods referred to in the receipt given by Aden Ports Development Company upon reception of the Goods for warehouse storage and Aden Ports Development Company shall not be responsible for any damage, deterioration, destruction or loss of other goods not comprised therein; and, the liability of Aden Ports Development Company in respect of any damage, deterioration, destruction or loss of the Goods shall not in any case exceed United States Dollars Two Hundred Fifty (US\$250)
- d) The limitation of liability granted under this Condition shall be subject to General Condition 3.15.2(b) and shall relate to the whole of any losses and damages which may arise upon any one distinct occasion, although such losses or damages may be sustained by more than one person, and shall apply whether the liability arises at common law or under any written law and notwithstanding anything contained in such written law.

3.15.6 No liability:

Notwithstanding the other provisions of the Contract, Aden Ports Development Company shall not be liable for any damage, destruction or deterioration or loss of any Goods:

- a) contained in any package, container, crate or carton unless the same shall have been packed by Aden Ports Development Company ;
- b) Aden Ports Development Company shall not be responsible for the Goods if they shall comprise valuable articles delivered to ACT & MCT for storage unless the Goods are contained in a sealed package and notice of the contents and value thereof given to Aden Ports Development Company before the article is deposited;
- c) Delivered to and accepted by Aden Ports Development Company for warehouse storage in package form where Aden Ports Development Company has issued a receipt to

the effect that the package is in apparent good condition at the time of such delivery and acceptance unless Aden Ports Development Company has inspected and examined the contents of the said package prior to the issue of such receipt;

3.15.7 Per package or shipping unit:

For the purposes of this General Condition 3.15, where a container, pallet or similar article is used to consolidate the Goods, notwithstanding that the packages or other shipping units have been separately enumerated in the bill of lading as having been packed in such container, pallet or article the resultant consolidation shall be deemed and shall count as one package or shipping unit.

3.16 CUSTOMER'S LIABILITY

3.16.1 Damage to ACT, MCT and other Aden Ports Development Company property:

If any damage is caused to ACT or MCT or other property arising out of the provision of the Services and/or Facilities, Aden Ports Development Company may at its discretion carry out such repairs as it thinks necessary, in which event the cost of such repairs shall be borne by the Customer responsible for the damage.

3.16.2 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 Aden Ports Development Company, the Customer shall notwithstanding that the same be driven or operated by the servant or agent of Aden Ports Development Company be liable for any injury, loss or damage howsoever caused by the vehicle or equipment and such person shall indemnify Aden Ports Development Company in respect of any claim preferred against Aden Ports Development Company by any person on that account.

3.17 COMPLIANCE WITH STATUTES

3.17.1 By Parties:

The Parties shall comply with the provisions of all statutes, and all rules and regulations made there under affecting the Contract.

3.17.2 Permission, etc and indemnity:

The Customer shall obtain all requisite permissions, approvals and consents from the competent authorities and shall indemnify Aden Ports Development Company against any fines, penalties, losses, costs or expenses incurred by Aden Ports Development Company in respect of any non-compliance with the provisions of such statutes.

3.18 ASSIGNMENT OF CONTRACT;

The rights and obligations of the Customer under the Contract are personal to the Customer only and save as expressly permitted by the Contract, shall not be assigned or shared in any way to or with any person without the prior consent of Aden Ports Development Company.

3.19 CONFIDENTIALITY:

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

3.20 NO GRANT OF INTELLECTUAL PROPERTY RIGHT

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

3.21 CONSENT OR WAIVER:

No consent or expressed or implied waiver by Aden Ports Development Company to or of any breach of any General Condition or any covenant or duty of the Customer shall be construed as a consent or waiver by Aden Ports Development Company to or any other breach of the name or any other General Condition, covenant or duty by the Customer and shall not prejudice in any way the rights, powers and remedies of Aden Ports Development Company contained in the Contract or at law.

3.22 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 Aden Ports Development Company and the Customer insofar as such terms and conditions shall remain unfulfilled or relevant.

3.23 ACCESS TO RECORDS:

Aden Ports Development Company reserves the rights of access to all cargo manifests, documents and other information relating to vessels or cargo for the purpose of audit or verification of reports filed and assessment of charges. Any such information so acquired shall not be disclosed to any person other than an authorized officer of Aden Ports Development Company in carrying out official duties required by law.

3.24 STEVEDORING SERVICES AGREEMENT:

Aden Ports Development Company may at its discretion enter into Stevedoring Services Agreement with its customer to give special rates or discounts on the Tariff to attract higher throughput, new markets, longer term commitment to use the terminal and/or more shipping services.

SECTION B

CHARGES FOR CONTAINER OPERATIONS:

1 DOCKAGE:

Except as provided there under, a dockage charge shall apply for every vessel from the time such vessel occupies a berth at ACT & MCT until the time it departs from the berth at the following rates:-

- | | | | |
|----|---|-----|---|
| A) | Where the LOA does not Exceed 150 meters: | i) | US\$ 32.00 per hour or part thereof for the first 100 meters of LOA; and |
| | | ii) | US\$ 1.00 per meter per hour or part thereof for any LOA in excess of 100 meters; or |
| B) | Where the LOA exceeds 150 meters: | i) | US\$ 53.00 per hour or part thereof for the first 150 meters of LOA; and |
| | | ii) | US\$ 1.00 per meter per hour or part thereof for any LOA in excess of 150 meters. |

Dockage charge shall be imposed at the rate of US\$ 3.00 per meter of LOA or part thereof per hour or part thereof during the period a vessel overstays at a berth.

A vessel shall be deemed to have overstayed at a berth if it continues to occupy a berth after 30 minutes following completion of lashing of containers or taking bunkers over side (subject to availability of berth). The higher dockage charge shall commence one hour before the vessel's Estimated Time of Unberthing (ETU).

2 MOORING/UNMOORING SERVICES

Per mooring or unmooring operation US\$ **35.00**

3 LASHING/UNLASHING OF CONTAINERS :

A) Cellular vessels

per lashing or unlashng operation US\$ **6.00**

Only containers above deck of cellular vessels will incur this charge.

B) Non-cellular vessels

per lashing or unlashng operation US\$ **6.00**

Containers above and below deck of non-cellular vessels will incur this charge.

4 STEVEDORING CHARGES FOR LOCAL IMPORT AND EXPORT LADEN CONTAINERS

An export container shall be accepted by ACT & MCT for loading if such container is delivered to ACT & MCT at least 18 hours before the berthing of the loading vessel.

Loading or discharging a loaded Import or Export container at ACT & MCT	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$
	178.00	237.00

5 STEVEDORING CHARGES FOR LOCAL/RE-EXPORT/TRANSSHIPMENT EMPTY CONTAINERS

Loading or discharging an Empty container at ACT & MCT	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$
	82.00	102.00

6 STEVEDORING CHARGES FOR LESS THAN FULLY LOADED (LCL) CONTAINERS

Loading or discharging a LCL container At ACT & MCT	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$
	327.00	445.00

7 STEVEDORING CHARGES FOR TRANSSHIPMENT/RE-EXPORT LADEN CONTAINERS

Loading or discharging a loaded Transshipment/Re-Export container at ACT & MCT	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$
	139.00	208.00

Nomination of the loading carrier for the Re-export container shall be made within 3 days after the discharge of the container.

8 STEVEDORING CHARGES FOR DANGEROUS GOODS CONTAINERS

a) Loading or discharging a Local Import or Export DG* container at ACT & MCT	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$
	327.00	491.00
b) Loading or discharging a Transshipment DG* container at ACT & MCT	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$
	208.00	313.00

* A charge equivalent to 50 % of the Stevedoring charge on the goods or container shall be added if the Customer or Customers' Representatives fails to provide his own trailer or chassis with a tow-head to effect delivery at the time of discharging or loading of the goods or container.

9 **STEVEDORING CHARGES FOR HANDLING UNCONTAINERISED GOODS, OVERHEIGHT/OVERWIDTH CONTAINERS AND CONTAINERS STORED ATHWARTSHIP**

The following charges shall apply to the handling of any load or container that can only be handled with a container quay crane or transfer equipment spreader with special attachments or manual slings

		Per Load Per Hour or part thereof US\$				
a)	Uncontainerised Goods* (Loading, discharging or shifting)	491.00				
b)	Stevedoring for an Over height or Over width container or A container stored athwart ship*					
i)	Loading or discharging a FCL container at ACT & MCT	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Container NOT Exceeding 20 Feet In Length US\$</td> <td style="width: 50%;">Container Exceeding 20 Feet In Length US\$</td> </tr> <tr> <td style="text-align: right;">327.00</td> <td style="text-align: right;">491.00</td> </tr> </table>	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$	327.00	491.00
Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Length US\$					
327.00	491.00					
ii)	Loading or discharging a Transshipment container at ACT & MCT	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Container NOT Exceeding 20 Feet In Length US\$</td> <td style="width: 50%;">Container Exceeding 20 Feet In Lengths</td> </tr> <tr> <td style="text-align: right;">208.00</td> <td style="text-align: right;">313.00</td> </tr> </table>	Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Lengths	208.00	313.00
Container NOT Exceeding 20 Feet In Length US\$	Container Exceeding 20 Feet In Lengths					
208.00	313.00					
<p>In lieu of the above charges if an Over width container is capable of being handled like any normal container without the use of special attachments or manual slings and that the container is designed to fit a single purpose-built cell in the hold of the vessel, it shall be liable for stevedoring charges under items 4, 5, 6 or 7 as the case may be.</p>						
<p>* A charge equivalent to 50% of the stevedoring charge on the goods or container shall be added if the Customer or Customer's Representative fails to provide his own trailer or chassis with a tow-head to effect delivery at the time of discharging or loading of the goods or container. This does not apply to containers stored athwart ship.</p>						
c)	Charges for Vehicles discharged/loaded from/onto RORO vessel					
		<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Stevedoring US\$ per vehicle</td> <td style="width: 50%;">Storage US\$ per vehicle per day</td> </tr> <tr> <td style="text-align: right;">20.00</td> <td style="text-align: right;">1.00</td> </tr> </table>	Stevedoring US\$ per vehicle	Storage US\$ per vehicle per day	20.00	1.00
Stevedoring US\$ per vehicle	Storage US\$ per vehicle per day					
20.00	1.00					
	ii) Others	40.00				
		1.00				

The Storage Period shall be from the first day of the COD till the shipment or till delivery outside

10 RENOMINATION CHARGE

Where the nominated second carrier of a transshipment container is subsequently amended or changed

- less than 18 hours before the berthing of the first carrier or ;
- at least 18 hours before the berthing of the ex-nominated carrier and at least 18 hours before the berthing of the re-nominated carrier,

the following charges shall be payable by the container operator:

Re-nomination of second carrier	Container Not Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
	52.00	78.00

Aden Ports Development Company shall bill the charge to the carrier in the absence of a container operator.

A shut out charge as per item 16 shall apply if the change of nominated carrier is amended or changed less than 18 hours before the berthing of the ex-nominated carrier or the re-nominated carrier.

11 WHARFAGE CHARGES

Loading or discharging any container at ACT & MCT whether over side to/from another vessel berthed alongside or passing over the wharves, where no stevedoring charge is levied under Items 4 to 7	Container Not Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
		39.00

12 CHARGES FOR HATCH COVER/SHIFTING CONTAINERS

		Per Shifting Operation <u>US\$</u>
	Per shifting operation	
a)	Opening and closing hatch cover	52.00
b)	Shifting a container on-board vessel	52.00
c)	Shifting a container by landing and re-shipping	78.00

13 FREE STORAGE PERIOD FOR CONTAINERS

a) Local Import and Export

Container type	Free Storage Period
Loaded container	7 Days
Over height / Over width container	7 Days
Uncontainerised goods	3 Days

FCL Import containers (including Over height /Over width and Uncontainerised containers) :-

The free storage period shall commence from the COD of the vessel.

If the free storage period is exceeded, the store rent shall be calculated from the period of exceeding till the time of delivery. The charges shall be calculated on 24-hour basis.

FCL Export Containers (including Overweigh t/ Over width and Uncontainerised containers) :-

The free storage period shall commence from the time such a container is received.

If the free storage period is exceeded, the store rent shall be calculated from the time of exceeding till the time of the vessel berths. The charges shall be calculated on 24-hour basis.

b) Re-export containers

Container type	Free Period
Loaded container	7 Days
Over height /Over width container	7 Days
Uncontainerised goods	3 Days

The free storage period shall commence from the time of COD of the first carrier to the time of berthing of the second carrier. If the period exceeds of the free storage period, store rent shall be charged from the period exceeding from the time of COD of the first carrier to the time of the berthing of the second carrier.

c) Transshipment containers

Container type	Free Period
Loaded container	10 Days
Over height/ Over width container	10 Days
Uncontainerised goods	7 Days

The free storage period shall commence from the time of COD of the first carrier to the time of berthing of the second carrier. If the period exceeds the free storage period, store rent shall be charged from the period exceeding from the time of COD of the first carrier to the time of the berthing of the second carrier.

d) Empty containers

The free storage period for all empty containers is **7 day** whether the containers are in ACT & MCT for transshipment, re-export, import or export.

The basis of calculating the Free Storage Period will be in accordance to the status of the container as per (a), (b) and (c) above.

e) **Reefer containers**

The free storage period for all reefer containers is 7 days whether the containers are in ACT & MCT for re-export, import or export.

The free storage period for all transshipment reefer containers is 7 days

The basis of calculating the Free Storage Period will be in accordance to the status of the container as per (a), (b) and (c) above.

f) **Dangerous Goods container**

No Dangerous Goods is allowed to stay in the port without prior approval being granted. Dangerous Goods not permitted for storage within the port must be delivered immediately upon discharge.

Free storage period for Dangerous Goods permitted to stay

The following free storage shall be granted to a DG container, provided prior approval has been granted for the storage of such a container within the port in the first instance:

<u>Container status</u>	<u>Free Period</u>
Import FCL container	2 Days
Export FCL container	2 Days
Transshipment/Re-export container	7 Days

Import FCL

Free storage period for an import Container shall commence from the time of COD of the vessel to the time of delivery. If free storage period is exceeded, store rent shall be calculated from the time of exceeding to the time of delivery.

Export FCL

Free storage period for export Container shall commence from the time such container is received. If the free storage period is exceeded, store rent shall be calculated from the time of exceeding to the time of the vessel berths.

Transshipment/Re-export

Free storage period for a Transshipment/Re-export container shall commence from the time of COD of such a container from the first carrier. Storage charges, if applicable, shall be computed from the period exceeding the free storage period from the time of COD of the first carrier to the time of berthing of second carrier.

14 **STORAGE CHARGES OF CONTAINERS:**

For the purpose of this Item, storage charges will be applicable for period exceeding free storage period to various categories as contained in Item 13.

Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
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a) **Charge for the storage of a Local FCL container, Export & Re - Export (including Over height and Over width container)**

i)	For the first 168 hours	No Charge	No Charge
ii)	For the next 169 up to 336 hrs	4.00 per period of 24 hours or part thereof	8.00 per period of 24 hours or part thereof
iii)	For the next 337 - 505	8.00 per period of 24 hours or part thereof	16.00 per period of 24 hours or part thereof
v)	For the next 505 - 672	12.00 per period of 24 hours or part thereof	24.00 per period of 24 hours or part thereof
iv)	For more than 672 hrs	20.00 per period of 24 hours or part thereof	40.00 per period of 24 hours or part thereof

b) **Charge for the storage of a Transshipment container (including Over height and Over width container)**

i)	for the first 240 hours	No Charge	No Charge
ii)	For the next 241 up to 600 hrs	4.00 per period of 24 hours or part thereof	8.00 per period of 24 hours or part thereof
iii)	For more than 600 hrs	6.00 per period of 24 hours or part thereof	11.00 per period of 24 hours or part thereof

c) **Charge for the storage of an Empty container**

i)	for the first 168 hours	No Charge	No Charge
ii)	For the next 169 up to 528 hours	4.00 per period of 24 hours or part thereof	8.00 per period of 24 hours or part thereof
iii)	For more than 528 hours	6.00 per period of 24 hours or part thereof	11.00 per period of 24 hours or part thereof

Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
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d) **Charge for the storage of an Import or Export Reefer container**

i)	for the first 168 hours	No Charge	No Charge
ii)	For the next 169 hours up to 336 hours	4.00 per period of 24 hours or part thereof	8.00 per period of 24 hours or part thereof
Iii)	For more than 336 hours	8.00 per period of 24 hours or part thereof	16.00 per period of 24 hours or part thereof

e) **Charge for the storage of a Transshipment or Re-export Reefer container**

i)	for the first 168 hours	No Charge	No Charge
ii)	For the next 169 hours up to 528 hours	4.00 per period of 24 hours or part thereof	8.00 per period of 24 hours or part thereof
Iii)	For more than 528 hours	6.00 per period of 24 hours or part thereof	11.00 per period of 24 hours or part thereof

f) **Charge for the storage of an**

Import or Export Dangerous Goods container

i)	for the first 24 hours	No Charge	No Charge
ii)	For more than 24 hours	14.00 per period of 24 hours or part thereof	27.00 per period of 24 hours or part thereof

Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
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g) **Charge for the storage of a Transshipment/Re-Export Dangerous Goods container**

i)	for the first 168 hours	No Charge	No Charge
ii)	For more than 168 hours	6.00 per period of 24 hours or part thereof	11.00 per period of 24 hours or part thereof

h) **Charge for the storage of Import or Export Uncontainerised Goods**

i)	for the first 72 hours	No Charge	No Charge
ii)	For more than 72 hours	10.00 per period of 24 hours or part thereof	20.00 per period of 24 hours or part thereof

i) **Charge for the storage of Re-Export Un-containerized Goods**

i)	for the first 72 hours	No Charge	No Charge
ii)	For more than 72 hours	10.00 per period of 24 hours or part thereof	20.00 per period of 24 hours or part thereof

j) **Charge for the storage of Transshipment Uncontainerised Goods**

i)	for the first 168 hours	No Charge	No Charge
ii)	For more than 168 hours	10.00 per period of 24 hours or part thereof	20.00 per period of 24 hours or part thereof

15 **EXTRA MOVEMENTS CHARGES**

Per Container per movement	Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
	38.00	57.00

16. **LCL TRANSFER CHARGES**

Service charge for LCL transfer for stuffing and unstuffing	Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
	105.00	210.00

17 **STUFFING AND UNSTUFFING**

a)	Service charge for stuffing and unstuffing	Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
		96.00	191.00
b)	Use of space for stuffing and unstuffing of Goods	Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
		35.00	69.00

18 **CHARGES FOR REEFER CONTAINER AND SERVICES**

Per container
US\$

a)	Pre-trip inspection (including the supply of electricity)	18.00
b)	Connecting or disconnecting Services On board a Vessel	6.00

c) Supply of electricity (including connecting and disconnecting, monitoring at Reefer yard) for Reefer containers

i)	Not exceeding 20' in length	Per container Per hour <u>or</u> <u>part thereof</u> US\$
		3.00
ii)	Exceeding 20' in length	Per container Per hour <u>or</u> <u>part thereof</u> US\$

		4.00
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- d) Supply of electricity (including connecting and disconnecting, monitoring at Reefer yard) for Fantainer Containers

i)	Not exceeding 20' in length	2.00
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ii)	Exceeding 20' in length	3.00
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19 **CHARGES FOR SHUT-OUT CONTAINER**

- a) "Where a Export Container or a Transshipment container or a Re-Export container released for loading and subsequently requested by the Agent or Chief Officer to cancel or shut out from the Loading due to any reasons whatsoever, the following rates shall apply" All the other clauses remain the same.

Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
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Per Container	172.00	258.00
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- b) Where a container is shut-out by one vessel and subsequently shipped via another vessel, in addition to the stevedoring charge:
- i) the charge as per item a) above shall also apply.
- ii) The free storage shall be given to the container in accordance with item 1.14 from the time the container is first received. If the free storage period is exceeded, store rent shall be calculated from the time the container is first received up to the time of berthing of the vessel by which the container is shipped.

20 **CHARGES FOR CHANGE OF STATUS**

Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
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The following additional charges shall apply for any change in container status :

Per Container	35.00	52.00
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The stevedoring rates payable as listed in items 4, 5, 6 or 7 shall be adjusted according to the change in container status.

The above charge shall not be imposed provided Aden Ports Development Company is informed of the change of status at least 24 hours before the berthing of the first carrier.

21 LIFT ON OR LIFT OFF CHARGE

The following charges shall apply for all containers

	Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Container Exceeding 20 Feet <u>In Length</u> US\$
Movement from container yard to hauler's chassis	19.00	30.00
Movement from hauler's chassis to container yard	19.00	30.00

22 STANDBY CHARGE FOR LABOUR AND EQUIPMENT

Standby charge per quay crane

(i)	For the first 30 minutes or part thereof	No Charge
(ii)	For every subsequent hour or part thereof	86.00

23 CANCELLATION OR AMENDMENT OF BERTH APPLICATION

All applications for a berth must be made at least 24 hours before the time the berth is required. There will be no charge for the 1st and 2nd amendment. Subsequent amendments should be made with more than 24 hours advance notice failing which there will be a cancellation or amendment of Berth application charge of US \$ **66.00** per amendment.

24 WEIGHING OF CONTAINERS

per weighing	US\$ 10.00
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25 CHARGES FOR STOWAGE AMENDMENT

i)	Per stowage amendment request	US\$ 10.00
ii)	Per Container involved per amendment	US\$ 2.00

The above charge shall be applicable for the following stowage amendments arising from :

- Customer's or Customer's Representative's request within 4 hours of the expected berthing time of the vessel;
- Changes requested by the master of the vessel while the vessel is alongside;
- Instructions to shut out containers after vessel stowage has been planned;
- Customer's or the Customer's Representative's request for additional loading;

- e) Request for change of destination of discharging containers after vessel stowage planning has been completed;
- f) Changes in the condition of containers for loading, e.g. port of discharge, undeclared Over width/ Overweight

26 RAMADAN CHARGE

For the month of Ramadan only, a surcharge of **US\$53.00** per quay crane per shift is applicable.

27 CONTAINER FOR EMPTY CONTAINER WITHHOLD STATUS

The following charges are applicable for with hold for any empty container from the load plan and cancelling withhold status of any empty container according to shipping line's or shipping line agent's request;

Per Container NOT Exceeding 20 Feet <u>In Length</u> US\$	Per Container Exceeding 20 Feet <u>In Length</u> US\$
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Request for hold of Empty containers	2.00	2.00
Request for cancelling hold status of Empty containers	2.00	2.00

SECTION C

CHARGES FOR CONVENTIONAL OPERATIONS

1 DOCKAGE

Except as provided there under, a dockage charge shall apply for every vessel from the time such vessel occupies a berth at ACT until the time it departs from the berth at the following rates:-

- | | | | |
|----|---|------|---|
| A) | Where the LOA does not Exceed 150 meters: | i) | US\$ 32.00 per hour or part thereof for the first 100 meters of LOA; and |
| | | iii) | US\$ 1.00 per meter per hour or part thereof for any LOA in excess of 100 meters; or |
| B) | Where the LOA exceeds i) 150 meters: | i) | US\$ 53.00 per hour or part thereof for the first 150 meters of LOA; and |
| | | iii) | US\$ 1.00 per meter per hour or part thereof for any LOA in excess of 150 meters. |

Dockage charge shall be imposed at the rate of US\$ 3.00 per meter of LOA or part thereof per hour or part thereof during the period a vessel overstays at a berth.

A vessel shall be deemed to have overstayed at a berth if it continues to occupy a berth after 30 minutes following completion of lashing of containers or taking bunkers over side (subject to availability of berth). The higher dockage charge shall commence one hour before the vessel's Estimated Time of Unberthing (ETU).

2 MOORING/UNMOORING SERVICES

Per mooring or unmooring operation US\$ **35.00**

3 WHARFAGE CHARGES FOR CONVENTIONAL CARGO

Per Tone or Part thereof US\$

Loading or discharging any cargo at ACT & MCT whether overside to/from another vessel berthed alongside or passing over the wharves, where no stevedorage charge is levied under Item 4	2.00
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4 **STEVEDORING CHARGES (Including Wharfage)**

Non Palletized/
Non Unitized
Cargo Per Tonne US\$

Palletized/
Unitized
Cargo Per Tonne US\$

Where cargo is loaded or discharged alongside ACT & MCT wharves, charges shall be payable at the following rates:

a)	Loading or discharging Transshipment cargo	11.00	8.00
b)	Loading or discharging Import/Export cargo	11.00	8.00
c)	Shifting any cargo on the same level in the same hold of vessel	8.00	8.00
d)	Shifting any cargo in the same hold of vessel from one level to another	15.00	15.00

Note: The above charge does not include the provision of forklifts which shall be payable in accordance with Section D item 3.

5 **WHARF HANDLING CHARGE**

		Non Palletized/ Non Unitized Cargo Per Tonne US\$	Palletized/ Unitized Cargo Per Tonne US\$
a)	Import/Export Cargo Where cargo is removed from ACT & MCT wharf apron to a transit shed or an adjacent open storage area where the vessel is berthed or vice versa, or where cargo is loaded on a vessel from a vehicle or vice versa	6.00	4.00
b)	Transshipment Cargo Loading or discharging such cargo from a vessel at ACT & MCT wharf	6.00	4.00

6 **FREE STORAGE PERIOD FOR CONVENTIONAL CARGO**

Cargo type	Free storage period
Transshipment Cargo	7 Days
Import/Export Cargo	3 days

7 **STORAGE CHARGES ON CONVENTIONAL CARGO**

Per Tonne or Part
thereof
US\$

a) **Charge for the storage of a Import/Export Conventional Cargo**

i)	For the first 3 days	No Charge
ii)	For the period exceeding 3 days	4.00 per period of 24 hours or part thereof

b) **Charge for the storage of a Transshipment Conventional Cargo**

i)	For the first 7 days	No Charge
ii)	For the period exceeding 21 days	4.00 per period of 24 hours or part thereof

SECTION D**HIRE OF EQUIPMENT****1 HIRE OF PRIME MOVER**

The hire of prime mover is chargeable at US\$ **16.00** per hour or part thereof.

2 HIRE OF TRAILER

The hire of a 45 foot long trailer is chargeable at US\$ **11.00** per hour or part thereof.

3 HIRE OF FORKLIFT

- i. The hire of forklifts with lifting capacity up to **3** tones is chargeable at US\$ **10.00** per hour or part thereof,
- ii. The hire of forklifts with lifting capacity up to **5** tones is chargeable at US\$ **15.00** per hour or part thereof,
- iii. The hire of forklifts with lifting capacity up to **12** tones is chargeable at US\$ **20.00** per hour or part thereof.

NEW SECTION E**SECTION E : OTHER SERVICES**

1 Supply of Water through pipeline shall be charged at the rate of US \$ 15.00 - per cubic metre.

2 Removal of Garbage shall be charged at the rate of US \$ 138.00 per vessel.

GENERAL ENQUIRIES

For any queries or clarification please contact our Customer Service at the following Address:

Customer Service - Commercial Department:

Tel: 00967 – 2 – 383383 Exch. 3085

Email: Customercare@ACT-ADEN.com

info@act-aden.com

Website: www.act-aden.com

TERMS AND CONDITIONS OF ADEN PORTS DEVELOPMENT COMPANY ACCOUNT

1. The expression "Aden Ports Development Company " means ADEN PORTS DEVELOPMENT COMPANY ADEN

2. **Payments**

2.1 The Customer shall pay all bills rendered by Aden Ports Development Company **within 30 days** from the date of the bills unless otherwise agreed upon.

2.2 The Customer shall identify bills for payment. If the payments are not so identified, Aden Ports Development Company reserves the right to offset such unidentified payments against the Customer's earliest bills without reference to the Customer.

2.3 Aden Ports Development Company will from time to time, update the Customer on the payee name and bank account number for payments made via cheque and telegraphic transfer respectively.

3. **Enquiries**

3.1 The Customer shall direct any enquiries on any bill to the Chief Finance Officer, Aden Ports Development Company **not later than 14 days** from the date of the bill, failing which the bill shall be deemed to be correct.

3.2 Notwithstanding any enquiries on the bill the Customer shall nevertheless settle payment as in clause 2 and pay the interest charge as in clause 4 without prejudice to ADEN PORTS DEVELOPMENT COMPANY 's rights under these terms and conditions and under the law.

3.3 If any enquiries are settled in favour of the Customer, Aden Ports Development Company liability to the Customer is limited only to the refund of payments and Aden Ports Development Company shall not be obliged to pay to the Customer any interest charge whatsoever on all such payments.

4. **Interest**

The Customer shall pay to Aden Ports Development Company an **interest charge** at the rate notified to the Customer from time to time on all bills which remain unpaid after the period of 30 days from the date of the bills up to the date of payment in full, without prejudice to the Customer's obligation to settle all bills as provided in clause 2.

5. **Security**

5.1 The Customer may have to furnish to Aden Ports Development Company a "payable on demand" security, in a sum specified by Aden Ports Development Company and in the form prescribed by Aden Ports Development Company .

5.2 If Aden Ports Development Company decides at any time hereafter that the security furnished pursuant to clause 5.1 is inadequate, the Customer shall on demand, furnish additional security to Aden Ports Development Company and/or make immediate payment of the deficit sum to Aden Ports Development Company .

6. **Suspension or closure**

Notwithstanding clause 2.1, Aden Ports Development Company may suspend or close the account and demand immediate settlement either from the Customer or the organisation providing the security set out in clause 5

7. **Changes**

- 7.1 The Customer shall inform the Chief Financial Officer, Aden Ports Development Company at least one week in advance of:
- (a) Any expected increase in the volume of the activity (e.g. increase in the number of vessel calls, tonnage handled)
 - (b) Any change in company's particulars (e.g. change in company's name, address).
- 7.2 Any change of or addition to these terms and conditions shall be binding on the Customer upon notification by Aden Ports Development Company.

8. **Notice**

The Customer shall submit to the jurisdiction of the appropriate Court of the Republic of Yemen in respect of any claim arising under the account in question and to obey any order or judgement of the said Court as if the registered office of the Customer were within the jurisdiction of the said Court.

9. **General**

- 9.1 Any communication, notice or legal document should be served on the Customer by leaving the same at the address given in the application form to which these terms and conditions are attached or such other address in the Republic of Yemen as shall have been notified to Aden Ports Development Company in writing and shall be in all respects operative and effective if served thereat as if it had been served on the Customer.
- 9.2 All rights and remedies of Aden Ports Development Company shall be cumulative and no exercise of any such rights and remedies shall restrict or prejudice the exercise of any other right or remedy under these terms and conditions or otherwise available to the Aden Ports Development Company under the law.
- 9.3 No waiver of any breach of any of these terms and conditions shall constitute a waiver of any prior concurrent or subsequent breach of the same or any other provision contained in these terms and conditions.

10 **Other Conditions**

The Customer is deemed to have read and accepted the General Conditions set out in the Aden Ports Development Company –Tariff.
