



**CONTRACT FOR THE PROVISION
OF CONTAINER TERMINAL SERVICES**

TERMINAL CONTRACT

Between

“USER”

(Hereinafter referred individually as to the “User” and collectively as to the “Users”)

And

“Porto Industriale Cagliari S.p.A.”

Frazione Porto Canale - Palazzina Amministrativa
09124 Cagliari
Italy

(Hereinafter referred as to the “Terminal Operator”)

Contract Version **X.X** dated **XX.XX.XXXX**



Porto Industriale Cagliari S.p.A., a company duly incorporated and existing under the laws of Italy, having its principle place of business at Cagliari, Loc. Porto Canale, Italy, and represented by Andrea Cervia, in his capacity as General Manager, and Franco Nicola Cupolo, in his capacity as Director, (hereinafter referred to as the “Terminal Operator”), and

_____, a company duly incorporated and existing under the laws **.....**, having its principle place of business in **_____**, and represented by **_____**, in his capacity as **_____** (hereinafter referred individually as to the “User” and collectively as to the “Users”)

WHEREAS

- A. The Terminal Operator operates and manages the Container Terminal
- B. The User is desirous of availing of the Container Terminal Services and facilities of the Terminal Operator at the terms and conditions set forth in this Contract
- C. The Terminal Operator agrees to provide Container Terminal Services to the User at the terms and conditions of this Contract;
- D. The Parties have fully discussed and agree all the terms and conditions of this Contract.

It is hereby agreed as follows

1. SCOPE, RECITALS AND APPENDIXES

- 1.1. This Contract shall apply to and govern the provisions of Container Terminal Services by the Terminal Operator which operates and manages the Container Terminal.
- 1.2. Recitals above and Appendixes form an integral and substantial part of this Contract.

2. DEFINITIONS

- a) “Party” means either the User or the Terminal Operator as defined in this Contract.
- b) “Terminal Operator” means **Porto Industriale Cagliari S.p.A.** which performs Container Terminal Services, its management and personnel, as well as its servants, agents or subcontractors;
- c) “Container Terminal Services” means the Container Terminal Services, which the Terminal Operator provides, as defined in Appendix III and in Clause 4 of the Contract.
- d) “Container Terminal” means the facilities of the Terminal Operator at the port in which it manages and operates the Container Terminal, including land, berths and premises (used by the Terminal Operator to render services to the User), but excluding port waters, which are excluded from the Terminal and over which the Terminal Operator has neither powers nor liabilities;
- e) “Cargo” means articles of any kind whatsoever transported or to be transported in a Container;
- f) “Container” means any standard ISO Container 20', 40' or 45' in length, 8'in width and 8'6" /9'6" in height including e.g. flat racks, platforms, reefer and tank, with ISO recommended lifting arrangements and consistent with the safety requirements of CSC plates (Convention for Safe Containers) and CSC/ACEP plating, and which can be handled by means of a spreader;
- g) “Out of Gauge Container”: means any Container whose Cargo height and/or damaged Container structure, requires special attachment to the spreader, i.e. manual and/or automatic frames to handle it.



- h) “Non-Standard Container:” means any Container whose Cargo height and /or length and/or width or damaged Container structure , requires special attachment to the spreader, i.e. chains, slings, etc. to handle it
- i) “Uncontainerized Cargo (i.e. Break Bulk Cargo, Project Cargo, and General Cargo)”: means any Cargo whose height and/or weight and/or length forces to handle the Cargo separately from the Container.
- j) “Hazardous Cargo” means articles of any kind classified by the International Maritime Organization as Hazardous;
- k) “Container Moves” means any Container loaded or unloaded provided that where such Container is restowed or shifted via the quay such Container loading or unloading shall count as two Container Moves;
- l) “Ship” means a Containership or a Ro-Ro Ship or a Ro-Con Ship of which the User is the Owner, Charterer or Disponent Owner.
- m) “Containership” means a cellular Ship for the carriage of Containers, of which the User is the Owner, Charterer or Disponent Owner;
- n) “Ro-Ro Ship” means a Ship intended for the carriage of Containers (on ro-ro basis), vehicles and Uncontainerized Cargo, of which the User is the Owner, Charterer or Disponent Owner;
- o) “Ro-Con Ship” means a Ship intended for the carriage of Containers (on lo-lo and ro-ro basis), vehicles and Uncontainerized Cargo, of which the User is the Owner, Charterer or Disponent Owner;
- p) “Pre carrier ” means the Ship from which Containers are discharged
- q) “On carrier” means the Ship onto which Containers are loaded
- r) “Rates/Tariffs” means the tariffs or charges of the Terminal Operator in force at the time of performance of Container Terminal Services.
- s) “Transshipment” means Containers moving between any two Containerships, Mother Containership or feeder, employed or used by the User at the Container Terminal.
- t) “Cooling order” means reefer list containing reefer temperature/ventilation/humidity settings and commodity
- u) “MTO” means “Multimodal Transport Operator”

3. GENERAL DESCRIPTION OF SERVICES

- 3.1. Upon request of the User and consistent with berth availability, the Terminal Operator shall provide to the User the Container Terminal Services at the Container Terminal in an efficient and prudent manner and in accordance with the applicable rules in force in the port where the Container Terminal is located. It is understood that except where expressly mentioned otherwise, this Contract applies to all activities at the Container Terminal, including the receipt and delivery of Containers at off dock/land side depots managed by the Terminal Operator.
- 3.2. The Parties acknowledge and agree that terms and conditions of this Terminal Contract, have been agreed upon between the Parties on the basis (i) of the lines, services and the prospected volumes that the User intends to bring at the Container Terminal which are better described in Appendix I (ii) the Ships the User had declared shall call at the Container Terminal and which are better described in Appendix I. When the User acts only as slot charterer on Ships operated by third parties, the following clauses shall not be considered as applicable: 3.4 a – 3.6 – 4.2.3. Therefore, in order to allow the Terminal Operator an efficient planning of its activity, the User shall notify in writing to



the Terminal Operator with at least 45 days prior notice of any modification (i) in the services/lines calling at the Container Terminal, including but not limited to addition/cancellation of lines/services, timetable, frequency or any increasing/decreasing of volumes and (ii) in the Ships used for such lines and services.

- 3.3. The Parties agree and undertake that in case of substantial modification in the lines/services, volumes and or Ships employed by the User, the Parties shall meet and evaluate bona fide the implications of these modifications. In any case, Terminal Operator reserves the right, at its sole discretion, to not accept new lines or services of the User.
- 3.4. In order to perform the Container Terminal Services for the User, the Terminal Operator shall provide:
- (a) The use of a suitable berth for operating the Ship in common with Ships in other ownerships or used, chartered by persons different from the User. The scope of activities, risks and liabilities of the Terminal Operator shall commence only upon the Containership's safe mooring at such berth. For the purpose of this Contract, "suitable berth" means a berth, with draft as provided and managed by the local competent authority, having adequate cranes and equipment to operate the Ship. The berthing and unberthing time is granted to the Ship only for the time required to perform loading and discharging operation. Use of the berth for any other reasons as may be required by the User is not permitted unless previously and specifically agreed with the Terminal Operator. The Terminal Operator reserves the right to ensure that the Ship vacates the berth at Ship's expenses after completion of loading and discharging operations.
 - (b) The availability of sufficient handling area for Containers and Cargo to be loaded or unloaded as indicated by the User.
 - (c) A sufficient care for and control over the equipment of the User, provided that they are duly reported in accordance with the operational procedures of the Terminal Operator, and the supply of adequate equipment and manning for the handling of Cargo and Containers within the Container Terminal area.
 - (d) The documentation as specified in Appendix III
 - (e) That all equipment employed at the Container Terminal for the provisions of Container Terminal Services is technically compatible with Ship and the User equipment, provided that also the latter is based on ISO-standards.
- 3.5. In order to ensure an efficient planning of the operations of the Terminal Operator, the User shall provide all relevant documentation and information as indicated in Appendix III.
- 3.6. The User shall pay – or shall cause to be paid – the rate to be determined in accordance with Article 11 below for the Idle Time caused by the User.
- 3.7. The Terminal Operator shall permit the User to load and unload Ship's stores, to allow equipment alongside the Ship to accomplish this and to further allow minor repairs on the Ship, in accordance with the Terminal Operator's safety procedures and provided that terminal and/or Ship operations are not interfered.
- 3.8. Any orders, instructions and requests received by the Terminal Operator from the User, its personnel, its servants, agents or subcontractors (including Ship's Master, Agents, or MTO), with respect to the provisions of Container Terminal Services and connected operations and activities, shall be considered as orders, instructions and requests of the User.



3.9. For the purpose of carrying out instructions as envisaged in sub-clause 3.8, the Terminal Operator shall recognize updated information provided and is not liable to clarify any information conflict originating from the User.

4. OPERATIONS

4.1. The Terminal Operator provides the following Container Terminal Services as better described and defined in Appendix III in accordance with the rules and procedures described in the same Appendix III. The User shall pay for services rendered in accordance with Article 11 below.

- a. Receipt and Delivery, Storage of full or empty Containers;
- b. Loading and Unloading of Containers into or out of Containerships;
- c. Loading and Unloading of Containers into or out of Ro-Ro and Ro-Con Ship;
- d. Transshipment of Containers;
- e. Shifting of Containers;
- f. Movement of Containers, full or empty, within the same bay of a Containership;
- g. Restow of Containers;
- h. Container Inspection;
- i. Refrigerated Containers. For reefer units under refrigeration at the Container Terminal, the User shall pay the rate in accordance with Article 11 below. This rate shall cover the cost of furnishing electric outlets and power consumed and the services of attaching detaching, monitoring and reporting as described in Appendix III;
- j. Hazardous Cargo Handling and Storage;
- k. Non-Standard Containers Handling and Storage. For handling of over height, over width or other Non-Standard Containers, involving the use of special spreader or equipment, the User shall pay the rate in accordance with Article 11 below;
- l. Uncontainerized Cargo Handling and Storage. For loading/discharging and receiving/delivering of Uncontainerized Cargo, the User shall pay the rate mutually agreed between the User and the Terminal Operator.
- m. Reporting and administration;
- n. Other ancillary and accessory services as indicated in Appendix II and III;

4.2. Time of Loading and Unloading Operations.

- 4.2.1 (a) Unloading and/or loading operations shall commence at the agreed start operation's time and can be carried out according to the shift periods of the respective Terminal Operator
- (b) Holidays, non-working days and Overtime periods are listed in the Appendix III Operational Guide of Terminal Operator.

4.2.2 An overtime premium, in accordance with Article 11 below, shall apply on all handling rates for work carried out during the overtime periods on Saturdays and Sundays and holidays.

4.2.3 In cases where other Ships are scheduled to arrive or are already waiting for operations at the berth occupied by it, the Terminal Operator cannot permit a Ship to lie idle. In such cases, the Ship must either work in overtime or vacate the berth at the User's discretion.

4.3. Extra Moves / Status Changes



The Terminal Operator shall apply the rates to be determined in accordance with Article 11 below per Container for Containers subject to extra moves / status changes once Containers have been received on the Container Terminal.

- 4.4. The rates applicable under Article 4.1.e, 4.1.f, 4.1.g and 4.3 shall be paid by the User if such movements have been necessitated (i) as a result of a request of the User and/or (ii) as a result of incorrect/missing instruction or information issued by the User and/or (iii) as a result of a change in the instructions/information previously transmitted by the User in accordance with the requirements as specified in Appendix III and/or (iv) as a result of other causes attributable to the User's acts or default and/or (v) as a result of a request of the competent authority for Cargo inspection.
- 4.5. For sake of clarity, the User shall always pay extra moves under Article 4.3 above resulting from change of destination of the Container and/or change of connecting Ship and/or change of Container status and/or missing or corrected/incorrect information and/or change of instructions/information issued by the User with respect to the instructions/information previously transmitted by the same according to Appendix III.
- 4.6. Longstanding Cargo (A4 warehouse is described in Appendix III)
- Cargo (whether containerized or not) remaining in the Terminal for more than 45 days (hereinafter the "long-standing Cargo") may be considered as being of the status of "unclaimed/abandoned" by the relevant competent customs authority and the Terminal Operator shall move the longstanding Cargo to the "Warehouse A4". The User shall continue to remain fully responsible to comply with any requirement arising from relevant competent customs authority either directly or indirectly, including, but not limited to the payment upon demand of any additional expenses that may be incurred by any party when complying with these requirements.
- 4.6.1 The User acknowledges that there may be a requirement to have long-standing Cargo transferred to the customs jurisdiction of the relevant competent customs authority as provided for by Article 95 of T.U.L.D.
- 4.6.2 The User acknowledges that, in accordance with local practise, being at the option of either the Terminal Operator or any other judicial body in exercising jurisdiction over services rendered, any such long-standing Cargo can be removed and/or rendered destroyed at the sole risk and expense of the User.
- 4.7. Storage of the User's equipment
- 4.7.1 In principle, empty Containers may not be stored at the Container Terminal except those empty Containers unloaded from and awaiting loading into the User's Ships. Deposit of any empty Container stored at the Container Terminal for more than 3 days shall be charged in accordance with Article 11 below.
- 4.7.2 The User acknowledges and accepts that empty Containers are delivered on random basis. In case a numerical delivery is required, the User shall give notice to the Terminal Operator well in advance following the operational procedures specified in Appendix III and shall bear possible restow moves in accordance with Article 11 below.
- 4.8. Other services
- 4.8.1 Unless otherwise specified in this Contract, all activities/services other than those specified in this Article 4 may be performed, upon User's request, by Terminal Operator, at its sole discretion, and shall be subject to the payment by the User of the tariffs filed by the Terminal Operator before Port Authority and/or Local Competent Authority or of the tariffs to be agreed between the Parties from time to time in accordance with Clause 4.8.2 below.



- 4.8.2 For Container Terminal Services to be performed by the Terminal Operator on request of the User for which no rate has been agreed by the Parties, the Terminal Operator shall provide the said Container Terminal Services for the User at cost plus 15 % on labour costs, or at the rates published at the Port Authority and/or Local Competent Authority, whichever the lower.
- 4.9. Upon request of the User, the Terminal Operator will move empty Containers to the storehouse/depot indicated by the User. For this service the User shall pay the rate in accordance with Article 11 below. The Terminal Operator shall be discharged from all liabilities in respect of such Containers with the delivery of the same Containers to the storehouse/depot indicated by the User. Rules on liabilities provided for in Article 5 below always apply.
- 4.10. For the needs of the operation of the Container Terminal, the Terminal Operator reserves the right to move at its sole discretion empty Containers to its off-dock and/or land side depot. Rules on liabilities provided for in Article 5 below always apply.

5. LIABILITIES

- 5.1. The Terminal Operator shall be liable for any damage and/or loss to the Ship including its gear, all other equipment and Cargo or Uncontainerized Cargo on board, while the Ship is berthed at the Container Terminal, when the User proves that the damage and/or loss was caused by negligence or default of Terminal Operator, his servants, agents or subcontractors. The Parties agree that when the User acts as slot charterer on Ships operated by third parties, the Terminal Operator shall not be liable vis-à-vis the User for damages and/or loss to the Ship, its gear and other Ship's equipment
- 5.2. The Terminal Operator shall be liable for loss of and/or damage to Container, chassis and all other equipment belonging to or being under the responsibility of the User while in the Container Terminal or in the custody of Terminal Operator, unless the Terminal Operator proves that the loss and/or damage was not caused by the negligence or default of himself, his servants, agents or subcontractors, or resulted from instructions given by the User.
- 5.3. The Terminal Operator shall be responsible for Cargo or Uncontainerized Cargo whilst in his custody, unless the Terminal Operator proves that the loss and/or damage was not caused by the negligence or default of himself, his servants, agents or subcontractors.
- 5.4. The Terminal Operator shall hold harmless and indemnify the User against death and personal injury claims made against the User by third parties arising out of accidents on the Container Terminal or on board a Ship while berthed at the Container Terminal to persons lawfully admitted to the Container Terminal and/or the Ship when the User proves that the death or personal injury was caused by negligence or default of Terminal Operator, his servants, agents or subcontractors. In case the above accidents occur during activities carried out under Article 3.7 above, a presumption shall operate which excludes liability of Terminal Operator.
- 5.5. The User shall include in Bill of Lading a provision to the effect that every subcontractor including of theirs shall have the benefit of all provisions therein benefiting the User, and the Terminal Operator as subcontractor hereby accepts such benefit. The User shall be liable towards the Terminal Operator for any failure to properly implement this provision.
- 5.6. The liability of the Terminal Operator as defined in this Article 5 shall be limited as follows, subject a deductible of Euro 400 (four hundred) for any one occurrence:
- 5.6.1 For loss of and/or damage to the Ship, its gear and other equipment: Euro 6.500.000 (six million and five hundred thousand) per occurrence
- 5.6.2 For loss of and/or damage to Dry Container:
- (a) 20' Dry Container: Euro 2.000 (two thousand) per unit



- (b) 40' Dry Container: Euro 3.000 (three thousand) per unit
 - (c) 40' HC Container: Euro 3.500 (three thousand five hundred) per unit
- 5.6.3 For loss of and/or damage to OT-Container/Flat Racks:
- (a) 20' Container: Euro 3.500 (three thousand five hundred) per unit
 - (b) 40' Container: Euro 5.000 (five thousand) per unit
- 5.6.4 For loss of and/or damage to reefer and other special Container:
- (a) 20' Container: Euro 12.000 (twelve thousand) per unit
 - (b) 40' Container: Euro 14.000 (fourteen thousand) per unit
- 5.6.5 For loss of and/or damage to Chassis including accessories: Euro 7.000 (seven thousand) per unit.
- 5.6.6 For loss of and/or damage to Cargo, and Uncontainerized (conventional) Cargo: Euro 65.000 (sixty five thousand) per occurrence regardless the number of Containers and/or the quantity of Uncontainerized Cargo and involved in the occurrence.
- 5.6.7 For death or personal injury claims: Euro 1.500.000 (one million and five hundred thousand) per occurrence regardless the number of people involved in the occurrence.
- 5.6.8 For sake of clarity, the Parties agree and understand that the amounts indicated in this Clause 5.6 are the maximum amounts payable by the Terminal Operator in case of losses or damages and hence, in case of losses or damages, the Terminal Operator shall pay only the amounts of the losses or damages to be determined taking into account the effective value of Containers, goods or equipment at the place and time at which they were in the custody of the Terminal Operator. In no case the liability of the Terminal Operator shall exceed the limitation of liability set forth herein.
- 5.7. With respect to injury, damage or loss as provided for in this Article 5, the Terminal Operator shall never be liable for any loss of profit, hire and demurrage and/or for consequential damage, nor for damage resulting from any latent defect or from normal wear or tear or inherent vice.
- 5.8. The Parties agree and understand that in case Container(s) is (are) loaded on the Ship by mistake, the liabilities of the Terminal Operator is limited to pay, at market rate, the costs (including terminal handling charge) for the returning by sea of such Container(s) at the Container Terminal. It is expressly excluded any other liability of the Terminal Operator.
- 5.9. Notwithstanding anything to the contrary provided for in this Contract, the Parties expressly agree as follows:
- 5.9.1 The Terminal Operator shall not assume any liability with respect to Containers loaded, unloaded, shifted, transported, and handled at the Container Terminal and to their good order and conditions, with respect to any liability under the provisions of Art. 14.2 of D.P.R. 4 June 1997, no. 448, implementing the International Convention for Safe Containers (CSC), adopted in Geneva on 2 December 1972.
 - 5.9.2 The User shall hold the Terminal Operator harmless and free from any request, claim, liability or action of third parties, including workers and employees of Terminal Operator, arising from breakage, loss of tightness and reliability of Containers which fail to comply with the provisions of D.P.R. 4 June 1997, no. 448 and/or of the CSC.
 - 5.9.3 With respect to injury, damage or loss as provided for in this Article 5.9, the Terminal Operator shall in any event be presumed exempt from any liability for injury, loss and damage arising in



connection with Containers which, under the provisions of D.P.R. 4 June 1997, no. 448 and/or of the CSC, are considered to be defective and/or bear an expired or invalid Safety Approval Plate.

- 5.10. The User shall indemnify the Terminal Operator against all possible claims by third parties including the Users' servants, which might exceed liability of the Terminal Operator under this Article 5.
- 5.11. Any claim for indemnity by the User against the Terminal Operator or by the Terminal Operator against the User shall be valid if notified in writing to the Terminal Operator or, as in the case may be, to the User, within 12 months, running as follows: (a) after delivery of Cargo, Uncontainerized Cargo or Containers from the Container Terminal or the day the Cargo and/or the Uncontainerized Cargo should have been delivered, or (b) after the occurrence for all other cases of loss, damage, injury and death. Any damage and/or loss to any Ship and equipment on board thereof must be notified to the Terminal Operator immediately and in any case prior to such Ship has left the berth; for damage and/or loss reported after the event and/or after the Ship has left the berth, a presumption shall operate which excludes liability of Terminal Operator
- 5.12. Notwithstanding any provisions contained in this Contract, it is agreed that the liability of the Terminal Operator in respect of Cargo intended to be, being or having been handled on a conventional (Uncontainerized) basis shall be governed by the provisions of this Article 5.

6. DISPOSAL OF WASTE ORIGINATING FROM LEAKING CONTAINERS OR FROM CARGO OR UNCONTAINERIZED CARGO

- 6.1. In case it accepts to receive leaking Containers or Cargo/Uncontainerized Cargo generating waste, the Terminal Operator shall provide the disposal of such waste in compliance with relevant rules imposed by Italian law or by the competent public authorities. It is understood that all costs and expenses, incurred by the Terminal Operator in connection with the above activities, shall be reimbursed by the User within 15 days from the request of payment issued by the Terminal Operator. Upon request, the Terminal Operator shall provide to the User reasonable evidences of the said costs and expenses. The above includes anyway the right of the Terminal Operator to have the Containers or Cargo/Uncontainerized Cargo immediately removed from the Terminal at the expense of the User.

7. RIGHTS GRANTED. ISPS CODE

- 7.1. The rights and obligations of either Party are subject to any licence, approval and authorisation which may be required by any competent authority.
- 7.2. The User acknowledges and agrees that operations provided for in this Contract fall within the scope of application of Regulation EC/725/2004 (or any subsequent amendment of it), as implemented by competent Italian authorities and by the Terminal Operator (for the purpose of this Clause 7.2, the "ISPS Code"). The User declares that, prior to the signature of this Contract, it has had full knowledge of existing rules and procedures applicable to the Container Terminal and to the port facility the User shall therefore fully abide by all terms and conditions regarding security as covered by this provision, and shall be liable vis-à-vis the Terminal Operator for any breach of the above undertaking. The User shall further hold the Terminal operator harmless and free from any liability in case of damage to third party arising out of the violation by the User of the above undertaking. Terminal operator shall not be liable for any damage to the User or to any third party if such damage arises from the violation by the User of the ISPS Code.

8. FORCE MAJEURE



- 8.1. No liability shall attach to the Terminal Operator if Container Terminal Services cannot be performed due to Force Majeure including but not limited to Acts of God, War, Government regulations, Civil Commotion, Strikes, Riots, Lockouts, Electricity, severe weather and other disturbances beyond the reasonable control of the Parties.
- 8.2. In the event of force majeure, the Terminal Operator affected by force majeure shall give advice in writing containing full particulars of such force majeure and shall use all reasonable efforts to remedy the effect and the consequences thereof.

9. APPLICABLE LAW AND JURISDICTION

- 9.1. The Contract between the Terminal Operator and the User for the provision of Container Terminal Services is construed and shall be governed by Italian Law.
- 9.2. All disputes arising out of the present Terminal Contract, shall be referred to and finally settled by an arbitral tribunal consisting of three arbitrators (one being the president), unless the Parties in dispute agree upon a sole arbitrator, according to the International Arbitration Rules of the Chamber of National and International Commerce of Milan. The place of arbitration shall be Genoa and the language of arbitration shall be English. However, in case the claim regards non-payment of any money or tariff due to the Terminal Operator, then the Terminal Operator shall be also entitled to sue the User before any competent court of law.

10. BANKRUPTCY

- 10.1. In the event, that either Party makes an assignment for the benefit of their creditors or shall become bankrupt or insolvent or shall become subject to any legislative enactment relating to liquidation or winding-up either voluntary or compulsory (except for the purpose of amalgamation or reconstruction), the other Party may terminate the contract and provision of Container Terminal Services.

11. RATES/TARIFFS

- 11.1. For the provisions of Container Terminal Services to fully cellular Containerships, the User shall pay to the Container Terminal the Rates/Tariffs as per the schedule filed by the Container Terminal before Port Authority and/or Local Competent Authority, in force at the time of the performance of the services. Copy of the schedule of rates is made available to the User upon request.
- 11.2. The Rates/Tariffs shall be applicable exclusively to the provisions of Container Terminal Services to fully cellular Containerships. The tariffs for the provisions of Container Terminal Services to Ro-Ro Containerships and Ro-Con Containerships shall be agreed between the Parties for each calling at the Container Terminal at least 5 days prior to the arrival of the Ro-Ro or Ro-Con Ship at the Container Terminal. Tariffs and tariffs agreed for Ro-Ro and Ro-Con Containerships are exclusive of any further surcharge that the Terminal Operator may apply as a consequence of any regulation or arrangement regarding Container security, port congestion or related matters that could enter into force in the Container Terminal.
- 11.3. Notwithstanding Article 11.1 above, the User and the Terminal Operator may agree specific rates for each of the Container Terminal Services, always consistent with sub-clause 3.2 and subject to an agreement in writing (to be attached to the present Contract as Appendix II) stating the provision of a term of validity of the agreed rates, upon which expiration the rates filed by the Container Terminal before the Port Authority competent for the Port and/or Local Competent Authority shall apply.

12. CONDITIONS OF PAYMENT



- 12.1. The User shall pay invoices issued by the Terminal Operator within thirty (30) days after the date of invoicing, whereby disputed amounts of an invoice, if any, may be deducted from the total invoice amount.
- 12.2. Interests for late payment shall accrue in accordance with the provisions of Decreto Legislativo of October 9, 2002, no. 231 implementing Directive no. 2000/35/CE.
- 12.3. In the event of non-payment of invoices by the User within the term set out in Clause 12.1, and without prejudice to claim for interests, the Terminal Operator may consider the following actions:
- 12.3.1 The Terminal Operator shall be entitled to request a cash payment in advance for each and every subsequent Ship arriving at their quay equal to the estimated billing for the port call.
- 12.3.2 The Terminal Operator shall furthermore be entitled to enforce right of retention on Containers, gears, equipment belonging to the User up to the outstanding amount and as long as the amount has not been paid in principal and interests.
- 12.4. In case of disputed amounts of an invoice, the following shall be applicable:
- 12.4.1 If the User notifies the Terminal Operator within the term of payment, the User may deduct the disputed amount from the total invoice by paying the remaining amount straight after clarification.
- 12.4.2 Following the expiration of the term of payment, the User shall settle the invoice in full. This will not restrict right of the User to dispute the invoice.

13. DURATION

- 13.1. This Terminal Contract in its entirety will come into force on the ... of ... 20... and will be valid for an indefinite period of time.
- 13.2. Either Party has the right to terminate this Terminal Contract subject to at least 3 months' notice by registered letter return receipt.

14. ELECTRONIC DATA INTERCHANGE

- 14.1. The Parties to this Contract will set up an electronic data-link based on the message structures as developed by the officially recognised the User Development Groups (e.g. SMDG, ACOS) and based on UN-EDIFACT standard. The Parties will adhere to the terms and conditions and the SMDG-Interchange EDI understanding.

15. ARCHIVING OF DOCUMENTS

- 15.1. The Terminal Operator will archive all documentation related to the individual Containerships' call and Services for a period of some 12 months counted from the date of call. The User acknowledges that possible enquiries are to be performed within this time and that the Terminal Operator is relieved thereafter.

16. OTHER PROVISIONS

- 16.1. Neither the Terminal Operator nor the User may sell, assign or transfer all or any part of its rights or obligations hereunder to any third party, firm or corporation without prior written consent of the other Party.



- 16.2. Any waiver hereto of any right or interest hereunder shall be strictly limited to its terms and shall not be deemed as a waiver or precedent for waiver of any subsequent default or breach of any other right or interest.
- 16.3. The Terminal Operator may employ subcontractors to perform any or all of its obligations, but at all times the Terminal Operator shall remain fully responsible towards the User for the performances of its obligations under this Contract.
- 16.4. All records of the Terminal Operator in so far as they relate to the Services shall be made available for inspection by the User or their nominated representative, at any time during normal business hours.
- 16.5. Neither Party shall knowingly use or permit the use of any information obtained during their relationship to the disadvantage of the other Party for the profit of its own or any third Party's interest.
- 16.6. The Terminal Operator shall invoice the User for services provided under the terms of this Contract. The User shall inform in writing if any costs for services provided are to be invoiced to other parties and shall issue instructions accordingly. The Terminal Operator reserves the right not to accept such instructions.

[date]

Porto Industriale Cagliari S.p.A.

Name: Andrea Cervia

Position: General Manager

Name: Giuseppe Fumelli

Position: Director

[The User]

Name:

Position:



Pursuant to Article 1341 paragraph 2 of the Italian Civil Code the undersigned [redacted] in his capacity as [redacted] declares to have read and specifically approves the following clauses: **3.3** (right of the Terminal Operator not to accept new lines or services); **4.6** (rules on liabilities of the User and of the Terminal Operator for Long-standing Cargo); **4.9** (rules on liabilities of the Terminal Operator for move of empty Container to storehouse/depot indicated by the User); **4.10** (rules on liabilities of the Terminal Operator for move of empty Container to its off-dock and/or land side depot) **5.1** (rules on liabilities of the Terminal Operator for damage and/or loss to the Ship including its gear, all other equipment and Cargo or Uncontainerized Cargo on board); **5.4** (rules on liabilities of the Terminal Operator for death and personal injury claims made against the User); **5.5** (obligation of the User to include in Bill of Lading a provision to the effect that every subcontractor shall have the benefit of all provisions therein benefiting the User); **5.6 and its sub clauses from 5.6.1 to 5.6.7** (limitation of the liability of the Terminal Operator for loss and/or damages to Ship, equipment, goods and Container and for death or personal injury claims) **5.7** (with respect to injury, damage or loss as provided for in Article 5, the Terminal Operator shall never be liable for any loss of profit and/or for consequential damage, nor for damage resulting from any latent defect or from normal wear or tear or inherent vice); **5.8** (limitation of liabilities of the Terminal Operator in case Container(s) is (are) loaded on the Ship by mistake); **5.9.3** (the Terminal Operator shall in any event be presumed exempt from any liability for injury, loss and damage arising in connection with Containers which, under the provisions of D.P.R. June 1997, no. 448 and/or of the CSC, are considered to be defective and/or bear an expired or invalid Safety Approval Plate); **5.10** (obligation of the User to indemnify the Terminal Operator against all possible claims which might exceed liability of the Terminal Operator under Article 5); **5.11** (time limit for notifying claim for indemnity; time limit for notifying damage and/or loss to any Ship and equipment on board; for damage and/or loss reported after the event and/or after the Ship has left the berth, a presumption shall operate which excludes liability of the Terminal Operator); **5.12** (rules on liabilities of the Terminal Operator in respect of conventional-Uncontainerized Cargo); **6.1** (disposal of waste originating from leaking Containers or Cargo/Uncontainerized Cargo); **9.2** (Arbitration); **12.3.1** (right of the Terminal Operator to ask to the User cash payment in advance for the services in the event of non-payment of invoices by the User); **12.3.2** (right of the Terminal Operator to enforce right of retention on Containers, gears equipment belonging to the User in the event of non-payment of invoices by the User).

[The User]

Name: _____

Position: _____



APPENDIX

Appendix I: Description of Services/Volume;

Appendix II: Tariff;

Appendix III: Reporting and Documentation / Operational Guide

