



PORT OF POINT LISAS



SUBJECT	PLIPDECO’S STANDARD OPERATING RULES, GUIDELINES AND PROCEDURES TO GOVERN THE PORT OF POINT LISAS	P.G. No. 1	2021 NEW
		ORIGINAL VERSION	

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Part 1 -Preamble

The Port of Point Lisas ("Port") is located in the Gulf of Paria halfway down the west coast of Trinidad, 32 k.m. south of Port-of-Spain, in position 10°24.2'N, 61°29.6'W, in the Island of Trinidad, in the twin-island Republic of Trinidad and Tobago. Trinidad lies about 20 k.m. north of Venezuela. Its location between North and South America allows easy convenient connections to all major shipping routes.

The Point Lisas Industrial Port Development Corporation Limited ("PLIPDECO") owns and operates the Port of Point Lisas. The facility consists of six (6) berths with cargo storage, administrative and maintenance support areas spread over 27 hectares. Statutory agencies such as Customs, Immigration, Port Health and Bureau of Standards have satellite offices at the Port.

PLIPDECO's Harbour and Marine Department coordinates all movement of vessels at the Port of Point Lisas by tracking arrivals at the Port, including those destined for the methanol, ammonia, urea and steel berths owned by the National Energy Corporation of Trinidad and Tobago (NE). This department also provides mooring and unmooring services for the safe berthing/un-berthing of vessels.

PLIPDECO's Cargo Handling Department provides cargo handling services to ensure accurate and timely receipt, storage and delivery of cargo for the Port's customers.

This document shall be referred to as "PLIPDECO's Standard Operating Rules, Guidelines and Procedures to Govern the Port of Point Lisas" ("PLIPDECO's Port Rules").

PLIPDECO's Port Rules will be published in the Trinidad and Tobago Gazette and can be accessed on the web-site of PLIPDECO – www.plipdeco.com.

All users and Customers of the Port shall be subject to PLIPDECO's Port Rules with effect from the **1st day of July 2021**.

PLIPDECO's Port Rules constitute the formal terms and conditions applicable to its published Port Tariffs and all Port-related transactions.



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Part 2 - Definitions

2.1 Unless the contrary intention appears from the context the following terms and abbreviations shall have the meaning assigned herein:

"Active Time" means the actual time in minutes spent handling cargo only and excludes time taken for stoppages, hatch cover moves, shifting of equipment, inclement weather conditions, changes in stowage plan and other similar activities;

"Agent" means a representative who is authorized to act on behalf of a Customer;

"Agreement" or **"Contract"** means PLIPDECO's Port Rules which shall constitute as a legally binding agreement between PLIPDECO and the Customer and/or Port User and shall be used interchangeably with the words "PLIPDECO's Port Rules";

"Berth" means the berthing space allotted by PLIPDECO to a vessel for the mooring of the vessel's line for the purpose of loading and unloading cargo onto or off the vessel or for any other purpose relating thereto;

"Berthing" means the activity to bring or guide a ship to berth;

"B/L" means the official Bill of Lading containing all contractual terms of the relevant shipping line;

"Break Bulk Cargo" means non-containerized general cargo stored in boxes, bales, pallets or other units to be loaded onto or discharged from ships or other forms of transportation. Examples include iron, steel, machinery, linerboard and lumber. This cargo is generally lifted on or is shipped in one piece or a bundle at a time;

"Bulk Cargo" means loose cargo (dry or liquid) that is loaded (shovelled, scooped, forked, mechanically conveyed or pumped) in volume directly into a ship's hold. Examples include Methanol, Urea, Salt, Sugar and Oil.

"Business Days" means any day between the hours of 7:00 and 23:00 hours excluding a Saturday, Sunday or public holiday in Trinidad and Tobago;

"Calendar Days" means days that run consecutively according to the Calendar applicable to Trinidad and Tobago regardless of public holidays and weekends (Saturdays and Sundays) therein;

"Cargo" or **"Freight"** means live animals, goods, products, liquids, materials or articles of any kind whatsoever (including any containers, crates or packaging within which such cargo may be contained but excluding fuel and ship stores loaded on or carried by a vessel for its own use) transported by sea for commercial gain;



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“Cargo Handling Services” means the Services of discharging, loading, receiving and delivering of cargo performed or provided by PLIPDECO at the Port and operations ancillary thereto;

“CBM” means Cubic Metre;

“Chassis” means a piece of equipment specifically designed for the movement of containers by road to and from the terminal;

“Claims Department” means the Finance Department of PLIPDECO that is responsible for processing claims made by Customers in respect of Services provided by the Port.

“Container” or “Box” or “CNTR” means any standard ISO container box made of aluminium, steel or fibreglass used to transport cargo by ship, rail, truck or barge varying in length - 20 feet, 40 feet or 45 feet – and width 8 feet (conventional), 8 feet 6 inches (standard) or 9 feet 6 inches (high cube). Variations include refrigerated containers (reefers), flat racks, collapsible containers, tank containers (for liquids), rag tops with ISO recommended lifting arrangements and consistent with the safety requirements of the Convention for Safe Containers (CSC) plates and which can be handled by means of a container spreader;

“Container ship/Container vessel” means a ship fitted for the carriage of containers, non-standard containers and non-containerised cargo;

“Customer” means any person (including a partnership, an association, a body corporate or an individual) for whom Services are performed or provided by the Port, including:

- a) where used in relation to any Cargo the owner, consignor, shipper, authorized local agent, consignee, receiver or other person in charge of the Cargo or other respective agents;
- b) where used in relation to any road vehicles, the owner, agent, operator, driver or other person in charge of the vehicle; and
- c) a ship-owner or shipping line or lines being the owner of any vessel utilising the Services of PLIPDECO and any part owner, charterer, master or other person in charge of the vessel, owner, disponent owner, consignee or mortgagee in possession and “owner of a ship” to be construed accordingly.

“Dangerous Cargo” or “Hazardous Cargo” means cargo deemed hazardous as defined by the International Maritime Organisation Dangerous Code;

“Drayage” means transport by a truck for a short distance for example from the terminal to the warehouse;

“Dues, Fees and Charges” means the dues, fees and charges levied by PLIPDECO for and in respect of the carriage, loading, discharge, storage and delivery of cargo, marine and cargo handling charges applicable to a vessel calling at the Port or any other



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service carried out at the Terminal of the Port that are more particularly described in PLIPDECO’s Tariff for the time being in force or for the performance of any other service;

“**Dunnage**” means wood or other material used in stowing ship cargo to prevent its movement and/or to ensure the proper storage of cargo;

“**FCL**” means Full Container Load;

“**Free Storage Period**” means the period of time during which cargo may remain in a designated storage area without accruing storage rent;

“**Gang**” means a group comprising of individuals employed by PLIPDECO to carry out cargo handling services. The composition of a Gang is commensurate with the services to be undertaken;

“**General Cargo**” means both containerized and break bulk cargo, in contrast to bulk cargo;

“**Gross Tonnage**” or “**GT**” means the total volume of a vessel, expressed in units of 100 cubic feet (equal to 1 gross tonne) with certain open structures, deckhouses, tanks, etc. Exempted;

“**Hazardous Cargo**” or “**Dangerous Cargo**” means articles of any kind classified by the International Maritime Organization as hazardous for man and the environment;

“**Heavy Lift Cargo**” means cargo weighing in at 40 MT and above, which require specialized lift equipment located either on board the vessel or on the shore to move the cargo to and from the vessel;

“**IMO**” means International Marine Organization, which facilitates cooperation on technical matters affecting merchant shipping and traffic including improved maritime safety and prevention of marine pollution;

“**ISO**” means International Standards Organization, which promotes the development of standards to facilitate the international carriage and exchange of goods and services;

“**kg**” means kilogrammes the unit of measurement

“**Land & Reload**” means the removal and replacement of containerized or break bulk cargo off a vessel to facilitate the off-loading, loading or re-loading of other cargo;

“**Launch Hire**” means tugs provided by NE to lines and agents for additional services to vessels;

“**LCL**” means Less Than Container Load. It refers to a partial container load that is usually consolidated with other goods to fill a container;

“**LOA**” means Length Overall, the linear measurement of a vessel from bow to stern;



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“**Lift**” means any one of the following:

- a) Loading a container (full or empty)
- b) Discharging a container (full or empty)
- c) Discharge a restow (Full or empty)
- d) Loading a restow (full or empty)
- e) Restow between hatches (full or empty)
- f) Transhipment (full or empty)

“**LO/LO**” means Lift On/Lift Off, a cargo handling technique involving the transfer of cargo to and from the ship using shore cranes or ship’s gear;

“**m**” means metres a unit of measurement

“**Marine Services**” means Services provided by PLIPDECO to a Customer with respect to a vessel calling at the Port, Savonetta Piers and ISCOTT Docks and which said Services are inclusive of but not limited to use of the terminals, mooring and un-mooring, water supply to vessels etc.

“**MUC**” means Marine User Charge, the fee chargeable directly to lines and agents for use of the channel, which is payable directly to NE;

“**Move**” means the activity to get general cargo/containerize cargo from one location to another, both on a vessel and in the yard.

“**MT**” means Metric Tonne (1 tonne = 1, 000 kilograms);

“**NE**” means the National Energy Corporation of Trinidad and Tobago Limited;

“**Non-Standard Containers and Un-containerised Cargo**” means Containers or Cargo accepted for transport/carriage on a container ship which cannot be handled by means of normal use of container spreader, even with special attachments;

“**Non-Standardised Vessels**” mean a vessel other than a general cargo vessel e.g. barges and/or work boats and tug boats;

“**OOG**” means Out of Gauge Cargo, a container or cargo which requires special Handling when neither Spreader nor Frame can be used by itself or the Spreader cannot facilitate container or cargo because it exceeds standard parameters. - This includes but is not limited to open Top/Flat Racks, Flatbeds and Containers using wires.

“**Overtime hours**” means 2300 to 0700 hours Monday to Friday, Saturday, Sundays and Public Holidays; save and except for vessel operations for which overtime is applicable on all shifts on Public Holidays.



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“**Pallet**” means a low wooden, metal or plastic platform on which packaged cargo is placed then handled by a forklift;

“**Party**” or “**Parties**” means PLIPDECO and/or the Customer/s

“**PLIPDECO**” means the Point Lisas Industrial Port Development Corporation Limited a company duly incorporated in accordance with the Companies Ordinance Chapter 31 No. 1 and continued under the Companies Act Chapter 81:01 of the Laws of Trinidad and Tobago;

“**PLIPDECO’s Port Rules**” means PLIPDECO’s Standard Operating Rules, Guidelines and Procedures to govern the Port of Point Lisas (as revised from time to time) and shall be utilised interchangeably with the words “Agreement” or “Contract”;

“**PLIPDECO’s Tariff**” also called “**the Tariff**” means the schedule dues, fees and charges for services rendered by PLIPDECO referred to and annexed herein in Appendix 6.1 in effect at the time of the request for services and as published from time to time on PLIPDECO’s web-site at www.plipdeco.com

“**Port**” means that portion of the Port of Point Lisas owned and managed by PLIPDECO inclusive of all of its facilities utilised in the provision of Services;

“**Port User**” means a person entering/interacting with the Port in any manner;

“**Productivity Rate**” means the rate of discharge/loading of both containers and general cargo;

“**Rail Vehicle**” means Mobile equipment running exclusively on **rails**, moving either under its own power (locomotives and railcars) or hauled by another **vehicle** (coaches, railcar trailers, vans and wagons).

“**R & D**” means Receiving and Delivery of cargo otherwise referred to as Direct Delivery;

“**R S & D**” means Receiving, Storing and Delivery for which cargo is regarded as a non-direct Delivery;

“**Reefer**” means a temperature-controlled container with refrigeration for transporting cargo;

“**Ro/Ro**” means Roll On/Roll Off which is a feature in ships where ramps are lowered to the docks or quay so forklifts and other vehicles can drive into the belly of the ship, rather than be lifted aboard;

“**RTG**” means Rubber-Tired Gantry, a travelling crane used for the movement and positioning of containers in a container storage yard;



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“**Services**” means any Port-related service or operation of any nature performed or provided by PLIPDECO inclusive of but not limited to stevedoring or Cargo Handling Services, Marine Services and Warehousing;

“**Special Services**” include any services provided by PLIPDECO at an additional handling fee to be agreed pursuant to the request of a Customer (**EXCEPT TIME CHARTERERS**) in writing including operations for which there may be a foreseeable degree of risk. The nature of the risk, if any, involved and particular services required shall be recorded in assigned and stamped Indemnity Letter in favour of PLIPDECO issued by a duly authorized representative on the letterhead of the Customer or its Agent (**EXCEPT TIME CHARTERERS**) in the form provided by PLIPDECO together with documentary evidence of requisite insurance coverage. PLIPDECO shall not be liable for any damage whatsoever that may occur during the relevant operations and shall not provide any special services unless these conditions are satisfied.

“**Shifting**” or “**Shift**” means the movement of a container or break-bulk cargo from one area to another area on the same vessel or shifting to access containers in the yard for inspections, seal cutting or special request for delivery or loading onto a vessel.

“**Ship Crane**” means the crane affixed to the respective vessel.

“**Shore Crane**” means rail/track-mounted or Harbour Mobile shore side crane utilized in the loading and unloading of break bulk cargo, containers and heavy lift cargo of tonnage between 40MT to 60MT and 61MT to 100MT.

“**Spreader**” means a device designed for lifting cargo at designated lifting points;

“**Stowage**” means the process of arranging and placement of cargo and/or items on a vessel;

“**Storage charge(s) also called “Storage rent” or “rent charges”**” means the rate payable in accordance with PLIPDECO’s Tariff for cargo remaining in a designated storage area after the applicable free storage period stated in the said Tariff expires.

“**Stuffing**” means the process of packing a container with loose cargo prior to inland or ocean shipment;

“**Stand-by**” or “**Labour stand-by**” means labour charge for port gang(s) made available to service a vessel but delayed from so doing for reasons caused or decisions made by the line or its agents; grace period of two (2) hours for accrual of standby charges will be applicable from commencement of the respective shifts (0700/1500, 1500/2300 and 2300/0700. Thereafter standby charges will be applicable as per Tariff. Delays thirty (30) minutes or later by Line or Agent including late vessel arrival other than the grace period; late cargo arrival; opening and closing hatch by Ship’s Crew; will incur the applicable charges as per the Tariff. Stand-by charges will not be considered in the event of severe



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weather conditions or should operations be concluded in a single operational shift or on public holiday.

“**Tandem Liff**” means the use of two cranes to discharge or load any single piece of cargo;

“**Terminal**” means the premises owned by PLIPDECO in the Port where cargo is handled;

“**TEU**” means Twenty Foot Equivalent Unit, a unit of measurement equal to the space occupied by a standard 20 feet container commonly used in calculating the capacity of a container vessel, a storage area or determining the volume of cargo operated at the Port;

“**Towage**” means a charge to a vessel that requires tug services;

“**Trailer**” means a vehicle without an engine that is specifically designed to be pulled by a terminal tractor truck in order to transport containers with or without cargo on tow to and from the Port;

“**Transshipment Cargo**” means cargo that is in transit through the port (which is not the final destination) and is unloaded at the port from one vessel to be loaded onto another vessel or to be delivered to another port or received from another port, to be loaded onto another vessel;

“**US\$**” means the lawful currency of the United States of America;

“**Unstuffing**” or “**Stripping**” means the process of removing cargo from a container;

“**V.A.T.**” means Value Added Tax prescribed by the Value Added Tax Act, Chap 75:06 of the Laws of the Republic of Trinidad and Tobago;

“**Vehicle**” means any vehicle, including any motor car, motor cycle, lorry, trailer, tractor or other machine on wheels or tracks;

“**Vessel**” or “**Ship**” means a sea going craft of any description used to carry persons and/or cargo by water but does not include a raft or float of timber;

“**Working hours**” means 24/07 hours for vessel operations and 0700 to 1500 to 2300 Monday to Friday for gate Operations.

- 2.2 The headings to Clauses are inserted for ease of reference and convenience only and shall not affect the construction of these Terms and Conditions.
- 2.3 Unless otherwise stated herein the singular shall include the plural and vice versa and words importing gender shall include any other gender.
- 2.4 References to persons include references to bodies corporate and unincorporated.



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- 2.5** All Reference to Clauses and sub-clauses are references to the Clauses of these Terms and Conditions and references to any document, statutes or statutory instruments include references to any amendment, variation, or supplement from time to time.



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Part 3 - General Terms and Conditions

3.1 General Conditions

3.1.1 The use of the Port by Port Users and/or Customers are subject to PLIPDECO's Port Rules as set out herein and as published and revised from time to time. The Port User and/or Customer upon being granted entry onto the Port shall be required to accept PLIPDECO's Port Rules, that are available on request and published on PLIPDECO's website www.plipdeco.com in order to conduct port-related business with PLIPDECO and access Services at the Port.

3.1.2 PLIPDECO's Port Rules as published and revised from time to time shall apply to all Services and/or Special Services provided by PLIPDECO at the Port except where there is a formal services contract in place between PLIPDECO and the relevant Customer or Port User as the case may be. Where there is any conflict between the terms contained in relevant bills of lading and/or other shipping documents in respect of any Services provided at the Port, then PLIPDECO's Port Rules shall prevail.

3.1.3 The Customer whether by themselves or their Agent by payment of the deposit set out in the Advance Deposit Note shall have accepted PLIPDECO's Port Rules, that are available on request and published on PLIPDECO's website www.plipdeco.com which shall constitute as the Agreement between the Customer and PLIPDECO and shall govern the performance of the Services.

3.1.4 The following documents shall be deemed to form and be read and construed as part of PLIPDECO's Port Rules: -

- [Appendix 6.1](#) - PLIPDECO's Tariff
- [Appendix 6.2](#) - PLIPDECO's Berthing Application Form
- [Appendix 6.3](#) - PLIPDECO's Health, Safety and Environmental Handbook
- [Appendix 6.4](#) - PLIPDECO's Berthing Procedures
- [Appendix 6.5](#) - Port Rules and Safety Regulations
- [Appendix 6.6](#) - Procedure for Express Processing Service
- [Appendix 6.7](#) - Credit Application Form – Express Processing Service
- [Appendix 6.8](#) - Claim Advice Form
- [Appendix 6.9](#) - Cargo delivery procedure – Less than Container Load Warehouse
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- 3.1.5 PLIPDECO's Port Rules as published and revised from time to time shall prevail over and apply to the exclusion of any terms and conditions proposed by the Port User and/or Customer (whether in writing or otherwise) and any terms implied by trade, custom or practice unless specifically agreed to in writing by PLIPDECO. Any variations to PLIPDECO's Port Rules are of no effect unless confirmed in writing by PLIPDECO.
- 3.1.6 Special Conditions may be made by PLIPDECO from time to time relating to specific cargo, vessels, Services or events. Any such Special Conditions inclusive of the Special Conditions – Marine Services and Special Conditions – Cargo Handling Services shall be supplemental to and apply in conjunction with PLIPDECO's Port Rules unless otherwise provided therein.
- 3.1.7 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other (indulgent Party) in respect of the performance of any obligation or the enforcement of any right arising from PLIPDECO's Port Rules, may be construed to be an implied consent by the indulgent Party or to operate as a waiver or a novation of, or otherwise affect, any of that indulgent Party's rights in terms of or arising from PLIPDECO's Port Rules or stop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision hereof by the defaulting Party.

3.2 PLIPDECO's Tariff

- 3.2.1 PLIPDECO shall be paid by the Customer, as appropriate, such dues, fees and charges for Services performed by PLIPDECO in accordance with PLIPDECO's Tariff ([Appendix 6.1](#)) as published online on PLIPDECO's formal website www.plipdeco.com and revised from time to time, or such other rates as shall be agreed from time to time by PLIPDECO in its own discretion provided that such agreement is in writing in the form of a terminal services agreement or another contract duly executed by duly authorized representative(s) of PLIPDECO or notices that may be published from time to time.
- 3.2.2 The dues, fees and charges published in PLIPDECO's Tariff are exclusive of V.A.T.
- 3.2.3 PLIPDECO's Tariff refers to Services performed or provided during PLIPDECO's normal working hours, overtime hours and in the normal manner. If by reason of an emergency or the nature and condition of any cargo, the construction, condition and readiness of any vessel or road or rail vehicle, the availability of crew, or for any other reason PLIPDECO performs or provides Services that, in its opinion, are beyond or in a different manner to those for which the standard dues, fees and charges in PLIPDECO's Tariff refer, the Customer shall pay an additional charge to cover the increased or additional costs thereby incurred by PLIPDECO.



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3.3 Payment Terms

- 3.3.1 PLIPDECO shall without undue delay submit to the Customer an Advance Deposit Note upon the request for Services and in advance of the performance of the Services. The dues, fees and charges published in PLIPDECO's Tariff are payable in United States of America Dollars currency. However, payment may also be made in Trinidad and Tobago Dollars equivalent to the amount payable converted at the selling rate as published by the Central Bank of Trinidad and Tobago that shall be quoted by PLIPDECO fixed at the date of issue of the Advance Deposit Note.
- 3.3.2 Unless credit facilities have been granted in writing by PLIPDECO the Customer shall, immediately upon receipt of the Advance Deposit Note, pay in advance 100% of the value of the Service to be provided for each vessel call, but no later than twenty-four (24) hours prior to the arrival of the vessel.
- 3.3.3 Within two (2) working days of the departure of each vessel, PLIPDECO shall submit to the Customer a final invoice which if undisputed shall be settled within seven (7) working days from the date of receipt of the final invoice. All disputed invoices shall be settled within fourteen (14) working days from the date of receipt of the final invoice. Written notice with respect to a disputed invoice is to be addressed to Invoicing Department as set out in Clause 3.15.2 herein. In the event that the Customer has overpaid on any invoice, a credit note will be issued by PLIPDECO equal to the amount by which the Customer has overpaid. The said credit note will be applied to the next invoice of the Customer. In case no additional Services are expected to be performed by PLIPDECO, PLIPDECO shall promptly return any overpayment to the Customer.
- 3.3.4 All invoices shall be properly supported by receipts, worksheets or vouchers and/or other supporting documents as applicable and as reasonably directed by the Customer.
- 3.3.5 In the event that the final invoices are not settled within fourteen (14) working days from the date of receipt of the final invoice, the Customer shall pay PLIPDECO interest for late payment at 2% per month or part thereof on the outstanding amount of the late invoice and/or all undisputed amounts.
- 3.3.6 Any disbursement account shall, unless otherwise mutually agreed upon, be computed and settled in the same currencies as those in which the expenses were incurred. Any disbursement must be properly accounted for port call by port call and duly supported. All supporting vouchers and sub-vouchers shall be in English and shall clearly state the services rendered and the purpose of same.

3.4 Right to Off-Set

Unless PLIPDECO and the Customer agree otherwise in writing, all claims for payment pursuant to Clause 3.10 herein shall be processed through the Claims Department of PLIPDECO and the Customer shall not make any deductions and/or offset any outstanding claims against payments due and owing to PLIPDECO for the performance or provision of Services.



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3.5 Cancellation

In the event that the Customer wishes to cancel the Services, the Customer shall give PLIPDECO notice of same at least four (4) hours prior to the start of any scheduled shift.

- 3.5.1 PLIPDECO at its sole discretion shall be entitled to issue an invoice to the Customer with the full agreed charge or any lesser amount, which charge or amount shall be due and payable on the date of the invoice inclusive of all costs incurred as a result of the cancellation.

3.6 Risk and Insurance

All cargo at or on the Docks/Port are the sole responsibility of the Customer in every respect and shall at all times remain at the entire risk of the Customer, except in cases of negligence on the part of PLIPDECO, in which case the limits of liability shall be as set out at Clause 3.10 below unless the Customer applied for and paid for additional insurance coverage. The Customer is advised therefore to make appropriate comprehensive insurance arrangements in respect thereof.

3.7 Representation and Warranties

- 3.7.1 The Customer warrants its power to enter into this Agreement and that it has obtained all necessary approvals to do so either as principal or as agent in which event the Customer is fully authorised to legally bind both the Customer and its principal and to accept PLIPDECO's Port Rules on behalf of itself and of its principal. Unless otherwise expressly agreed in writing with PLIPDECO, any Customer acting as agent for or on behalf of any other person shall accept joint and several liabilities with his principal for all dues, fees and charges and other sums payable to PLIPDECO.
- 3.7.2 The Customer shall ensure that any agreement, contract or other arrangement made between the Customer and (i) the Ship owner, (ii) the owner or operator of any road or rail vehicle, (iii) the supplier of any transportation services, (iv) the owner of (or person or persons interested in) any Cargo, or (v) any other sub-contractor or agent of the Customer in connection with which or to whom Services and/or Special Services are performed or provided by PLIPDECO contains similar terms, conditions and limitations of liability as are expressed herein, for the benefit of the Customer both on its own behalf and as agent for PLIPDECO. **Where any Customer fails to comply with this provision, the Customer shall indemnify PLIPDECO against all proceedings, claims and expenses (including legal costs on a full indemnity basis) arising out of or pursuant to such failure to comply.**

3.8 Incorporation of Bill of Lading

- 3.8.1 Without prejudice in any matter to the provisions and limitations contained in PLIPDECO's Port Rules, the applicable Customer agrees that PLIPDECO, its employees, agents or sub-contractors will have the benefit of the provisions of any bill of lading or other contract of carriage and any limitation of liability provided therein and PLIPDECO for itself, its employees, agents and sub-contractors hereby accepts such benefit;



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3.8.2 Where any cargo or container is received at or delivered from PLIPDECO prior to the establishment of a bill of lading or other contract of carriage, the benefit of the intended bill of lading or contract of carriage (and in particular as set out in sub-clause [3.8.1.] above) will apply in all respects and will bind all persons interested in the cargo or container as though such bill of lading or contract of carriage had then been established;

3.8.3 In respect of cargo to be received at PLIPDECO for export or delivered to its facilities for import, the applicable Customer shall ensure that the bill of lading applies to the land transport to and from the PLIPDECO regardless of origin and destination.

3.8.4 If such Bills of Lading or other shipping documents do not provide and PLIPDECO cannot hereunder or otherwise be treated as agent or principal in court and, as such, cannot take the benefit of exemption or limitation clauses applicable to the Customer as a defence, then the Customer shall, without prejudice to any other rights of PLIPDECO herein, indemnify PLIPDECO against all proceedings, claims and expenses (including legal costs on a full indemnity basis) arising out of or in consequence of the failure of such Bills of Lading or other shipping documents so to provide.

3.9 Indemnity

3.9.1 The applicable Customer in respect of the vessel or the cargo as the case shall be responsible for and provide against all risks and contingencies including death or personal injury of any person or damage to any property whatsoever howsoever arising from the use of or presence of his vessel or cargo at the Port and will indemnify PLIPDECO against all proceedings and claims by third parties and expenses incidental thereto (including legal costs on a full indemnity basis) arising out of such use or presence or of any act, neglect or default of the Customer as the case may be, their respective contractors, agents or servants (other than PLIPDECO) or of any inherent quality or defect of any vessel, or of any cargo at the Port or on the Vessel.

3.9.2 The Customer shall pay to PLIPDECO full compensation for all damage done to or suffered by the Port and any other property of PLIPDECO and arising as aforesaid upon a written request for compensation within fourteen (14) working days of the date of such request.

3.10 Limitation of Liability

3.10.1 **PLIPDECO shall only be liable under PLIPDECO's Port Rules for damage to any person, or damage to any vessel or damage to and/or physical loss of cargo or other property to the extent that:-**

- (i) **PLIPDECO's liability in respect of damage to any vessel or physical loss and/or damage to any other property of the Customer shall not exceed One Million Trinidad and Tobago Dollars (TT\$1,000,000.00) per occurrence or incident; and**



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(ii) PLIPDECO's liability in respect of physical loss or damage to any cargo shall not exceed One Hundred Thousand Trinidad and Tobago Dollars (TT\$100,000.00) per occurrence or incident;

except in respect of personal injuries; provided that liability arising out of PLIPDECO's negligence and *quantum* have been both satisfactorily proved by documentary evidence.

3.10.1.1 In respect of all claims liability shall be limited to occurrences proved to be caused solely by the negligence of PLIPDECO or its employees acting in the course of their employment during the performance or provision of the Services.

3.10.1.2 In relation to cargo received for shipment by or otherwise handled by PLIPDECO, PLIPDECO shall not be liable to the Customer as bailee of the cargo for:

- (i) any mis-delivery due to misleading or faint markings or absence of markings, or
- (ii) any loss or damage arising from defects in the cargo or the packaging thereof; or
- (iii) cargo found to be short-shipped.

3.10.1.3 PLIPDECO shall be freed and discharged from all liability in respect of any physical loss or damage to any vessel or cargo or equipment or any other matter or thing unless notification of a claim in respect of such loss or damage be made by completing and submitting a **Claim Advice Form (Appendix 6.8)** to PLIPDECO (see Clause 3.15.3 as to whom this notice is to be addressed) within thirty (30) days of the date when the Customer has or ought reasonably to have learned of the occurrence causing such loss or damage or from which such loss or damage arose (so as to enable PLIPDECO to forthwith commence investigations into the alleged loss or damage) and the amount of the said loss or damage be submitted in writing to PLIPDECO within twelve (12) months after the said occurrence.

3.10.1.4 In the case of latent physical loss or damage to Cargo, PLIPDECO shall be discharged from all liability unless notice of such loss or damage and the particular nature thereof has been given to PLIPDECO immediately after the Customer has been notified of or becomes aware of or should reasonably have become aware of such loss or damage but in any event not later than forty (40) calendar days after the loading or discharging of the cargo by PLIPDECO or fourteen (14) calendar days after delivery of the cargo to the final consignee whichever shall be earlier;



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- 3.10.2 Notwithstanding the above, PLIPDECO shall in addition have the right in any circumstances to rely on any relevant statutory provisions, international rules and regulations or document providing for limitation or exclusion of liability.
- 3.10.3 PLIPDECO's Tariff is determined on the basis of the limits of liability set out in PLIPDECO's Port Rules. If any Customer requires a higher limit of liability, the value of the additional coverage required shall be endorsed on the **Advance Deposit Note**. In such case, PLIPDECO will endeavour to arrange additional insurance cover, and the costs of such additional insurance shall be paid by the applicable Customer.
- 3.10.4 PLIPDECO's employees, independent contractors and agents shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. PLIPDECO in undertaking the Services, does so on its own behalf and as agent for all its employees and agents.

3.11 Reservation of rights

PLIPDECO reserves the right:

- (i) to refuse to carry out any directions, requests or orders from the Customer, or to accept cargo, or to provide Services where it is deemed by PLIPDECO within its reasonable discretion, to do so would be illegal in accordance with the Laws of Trinidad and Tobago and/or inconsistent with the provisions of PLIPDECO's Port Rules and/or unsafe and/or not in compliance with PLIPDECO's **Health, Safety and Environmental Handbook annexed herein as [Appendix 6.3](#)** and as published on PLIPDECO's web-site at www.plipdeco.com
- (ii) to amend, revise or vary PLIPDECO's Port Rules and/or PLIPDECO's Tariff from time to time in such a manner and in such respects as PLIPDECO may consider desirable without formal notice;
- (iii) to recover such legal and other costs incurred in the recovery of monies outstanding to PLIPDECO for Services rendered;
- (iv) to withhold the performance or provision of Services if the advance payment referred to in Clause 3.3.2 herein is not received by the stipulated date or the sum received is lower than the amount on the Advance Deposit Note without mutual written agreement;
- (v) to suspend the provision of all or any Services to a Customer until all amounts due and payable to PLIPDECO, by such Customer, have been paid in full. Where such a right is exercised, charges (including interest for late payment pursuant to clause 3.3.5) shall continue to accrue until payment in full is made to PLIPDECO.

3.12 Sub-contractors

PLIPDECO shall be free to subcontract the full Services or any part thereof to be performed hereunder. Such subcontracting shall in no way relieve PLIPDECO of any of its obligations hereunder and PLIPDECO shall at all times remain responsible and liable for such subcontractors and their performance hereunder.



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3.13 Matters affecting performance beyond the parties' reasonable control

- (a) No responsibility or liability shall attach to a Party where its failure, fully or partly, to perform any Services is due to an unforeseeable event beyond its reasonable control. This may include but is not limited to acts of God, blockades, insurrection, riots, landslides, earthquakes, storms, floods, washouts, civil disturbances, explosion, industrial action, and other similar unforeseeable events, not within the control of either Party;
- (b) No responsibility or liability shall attach to PLIPDECO for damages or delays caused by adverse weather conditions.

3.14 Applicable Law

- 3.14.1 All claims under PLIPDECO's Port Rules shall be determined according to the Laws of Trinidad and Tobago to the exclusion of the jurisdiction of the courts of any other country.
- 3.14.2 Where PLIPDECO's Port Rules are silent on the rights and liabilities of PLIPDECO and the Customer, these shall be determined according to the Laws of Trinidad and Tobago.
- 3.14.3 All Customers shall at all times comply with and ensure that all cargo, vessels and vehicles and persons under their control and using the Port comply with:
 - (i) All Bye-Laws, Regulations and Directions made by PLIPDECO as are from time to time in force in respect of the Port;
 - (ii) All instructions and directions given by PLIPDECO from time to time in connection with the proper, efficient and safe operation and management of the Port.

3.15 Notices

- 3.15.1 Notices shall be served by convenient and agreed means such as electronic mail, telefax, ordinary mail services, registered mail or courier service to the addresses set on below.
- 3.15.2 Notices to PLIPDECO in respect of all disputed invoices referred to in Clause 3.3.3 herein are to be addressed to:-

**The Invoicing Department
Financial Services**

Point Lisas Industrial Port Development Corporation Ltd.
 PLIPDECO House
 Orinoco Drive
 Point Lisas Industrial Estate
 Couva.



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Notices to PLIPDECO in respect of damage to any person, or damage to any vessel or damage to and/or physical loss of cargo or other property referred to in Clause 3.10.1 herein are to be submitted by filling out a **Claim Advice Form** – [Appendix 6.8](#) available on PLIPDECO's website and addressed to:-

The Insurance Claims Officer

Finance Department
Point Lisas Industrial Port Development Corporation Ltd.
PLIPDECO House
Orinoco Drive
Point Lisas Industrial Estate
Couva
Additional contact to PLIPDECO:
Telephone: 636-2201, Ext. 3280
Facsimile: 636-4008

3.15.3 The chosen address for service of notices from PLIPDECO to Customers shall be deemed to be that set out in the Advance Deposit Note.

3.15.4 A notice sent by either Party to the other Party at their chosen address is deemed to be received:

- (i) on the same day, if delivered by hand (provided that a receipt or confirmation of receipt is obtained);
- (ii) on the fourteenth day after posting; or
- (iii) on the next Business Day after the date of dispatch, if dispatched by telefax or email correspondence (provided that the correct telefax number or email address of the addressee has been used).

3.15.5 The respective Party shall within a reasonable time formally notify the other Party in writing of any change in the chosen address for service.

3.16 Confidentiality

3.16.1 Both PLIPDECO and the Customer undertakes that it shall not at any time during or after completion of Services, disclose to any person the details of the Services or any confidential information concerning the business affairs, customers, clients or suppliers of the other party except as provided by Clause 3.16.2;

3.16.2 Either PLIPDECO or the Customer may disclose the other Party's confidential information:



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- (i) to those of its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out that party's obligations under this Agreement. PLIPDECO and the Customer shall ensure that its employees, officers, representatives or advisers to whom it discloses another Party's confidential information comply with Clause 3.1.6.1; and
- (ii) as may be required by law, court order or any Governmental or Regulatory Authority.

- 3.16.3 Neither PLIPDECO nor the Customer shall use any of the other Party's confidential information for any purpose other than to perform its obligations under PLIPDECO's Port Rules.
- 3.16.4 The provisions of this Clause shall in no way modify any undertaking of confidentiality given by either of the parties hereto prior to the provision of the Services or any part thereof.
- 3.16.5 The parties shall advise their employees, servants and agents who may be exposed to Confidential Information of their obligation to keep confidential and shall promptly advise the other in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees, servants or agents present or former.
- 3.16.6 Both Parties agree to cooperate fully with the other Party and provide any assistance necessary to ensure the confidentiality of the confidential information and further agree that in the event of a breach of this Clause or any part thereof, damages may not be an adequate remedy and the other Party may be entitled to injunctive relief to restrain such breach or threatened breach.
- 3.16.7 That the disclosure of any Confidential Information to any customer or actual or potential competitor of either of the Parties or their affiliates or subsidiaries would place PLIPDECO at a serious competitive disadvantage and would cause significant financial and other damage to the Parties.
- 3.16.8 The provisions of this Clause shall survive completion or termination, for whatever reason of the Services.
- 3.16.9 The Parties hereby agree to immediately turn over to the other Party all such confidential information existing in tangible or intangible form, and the Parties shall, retain no copies without the prior written consent of the other Party. A certificate evidencing compliance with this provision and signed by a duly authorized officer of the Party shall accompany such materials.

3.17 Conflict of Interest

The Customer represents that:

- (i) No officer, director, employee or agent of the Customer or a member of the



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- immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the Services;
- (ii) There are no undisclosed persons or entities interested with the Customer in this Agreement. This Agreement is entered into by the Customer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee or agent of the PLIPDECO, or a member of the immediate family or household of PLIPDECO is interested on behalf of or through the Customer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Works, to which PLIPDECO’s Port Rules relates or in any portion of the revenues or is an employee, agent or advisor to the Customer or to the best of the Customer’s knowledge any Sub-contractor or supplier to the Customer;
 - (iii) Neither the Customer nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Customer shall have an interest which is in conflict with the Customer’s faithful performance of its obligation under this Agreement; provided that PLIPDECO, in its sole discretion, may consent in writing to such a relationship, provided the Customer provides PLIPDECO with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in PLIPDECO’s best interest to consent to such relationship;
 - (iv) The provisions of this Clause are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under PLIPDECO’s Port Rules and those provided by statute, the stricter standard shall apply; and
 - (v) In the event the Customer has no prior knowledge of a conflict of interest as set forth above and acquires information, which may indicate that there may be an actual or apparent violation of any of the above, the Customer shall promptly bring such information to the attention of PLIPDECO. The Customer shall thereafter cooperate with PLIPDECO’s review and investigation of such information, and comply with the instructions the Customer receives from PLIPDECO in regard to remedying the situation.

3.18 Corruption

The Customer declares and undertakes that in connection with this Agreement it has not engaged in any act and/or omission constituting corruption, including but not limited to the following:

- (i) It has acted, and will continue to act, at all times honestly and fairly;
- (ii) It has not offered or given, and will not offer or give, directly or indirectly any bribe or other improper benefit or advantage to any individual, elected or appointed officer or official, director, employee or agent of PLIPDECO, or a member of the immediate family or household of PLIPDECO;
- (iii) It has not demanded or accepted, and will not demand or accept, directly or indirectly, any bribe or improper benefit or advantage for itself or any individual or organization;



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- (iv) It has not made, and will not make, directly or indirectly, any payment except to the extent that such payment is legitimate compensation for legitimate Services as required under this Agreement;
- (v) It has not received, and will not receive, directly or indirectly, any payment except to the extent that such payment is legitimate compensation for legitimate services;
- (vi) It has not provided to PLIPDECO, and will not provide to PLIPDECO, any written or oral information which it knows to be false, inaccurate or misleading, or where it is wilfully blind or reckless as to whether the information is false, inaccurate or misleading;
- (vii) It has not dishonestly withheld from PLIPDECO, and will not dishonestly withhold from PLIPDECO any written or oral information;
- (viii) It has not conspired, and will not conspire, with any party dishonestly to cause loss to the Purchaser or to deprive PLIPDECO of its rights;
- (ix) It has not authorized to, acquiesced in or turned a blind eye to, and will not authorize or acquiesce in or turn a blind eye to, any corruption;
- (x) The Customer hereby confirms that no employee or officer of PLIPDECO or its subsidiary Point Lisas Terminals Limited has any interest mutual or otherwise including shareholding or family relations in the Customer and if so it must be declared.

3.19 Press Release and other Public Communication

Under no circumstances shall the Customer without the express written consent of PLIPDECO:

- (i) Issue or permit to be issued any press release, advertisement or literature of any kind, which refers to PLIPDECO, or the Services being performed, unless the Customer first obtains the written approval of PLIPDECO. Such approval may be withheld if for any reason PLIPDECO believes that the publication of such information would be harmful to the public interest or is in any way undesirable;
- (ii) Communicate in any way with any other Customer, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of PLIPDECO.

3.20 Security

3.20.1 PLIPDECO shall be responsible for the provision of security services at the Port which said services will be charged to the Customer in accordance with the Tariff. The said services and costs incurred relate to the provision of gate passes for entry into the Port, load escort on the Industrial Estate and provision of security for Class 1 IMO Dangerous Cargo Containers and the provision of security for a ship gangway. The Customer in the request for said services are to ensure that:-

- (i) Requests for a wide load escort must be done at least 8 hours in advance. All heavy lift cargo/wide cargo will be moved during the following scheduled times: Mondays to Fridays 9:00 a.m. to 10:15 a.m. 1:00 p.m. to 2:15 p.m. and 5:00 p.m. to 6:00 a.m. Weekends (Saturdays and Sundays) and Public Holidays as per applicant's request. Prior to transport, the Applicant is responsible for the



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following: Obtaining approval from both the Telecommunications Services of Trinidad and Tobago (TSTT) and the Trinidad and Tobago Electricity Commission (T&TEC) for all cargo over fifteen (15) feet in height. The Applicant will be responsible for coordinating with any Tenant/s of the Industrial Estate who would be affected by the move. There must be minimum disruption to any operations on the Industrial Estate;

- (ii) IMO Class 1 Dangerous cargo containers not taken by Direct Delivery and stored on Port a Minimum of four (4) hours or part thereof is applicable;
- (iii) Gangway/security requests must be made at least twelve (12) hours in advance of vessel's arrival; and
- (iv) Payment shall be made at the port cashier during the hours of 0800 to 1800 Monday to Friday.

3.20.2 All unauthorised docking will be subject to charges as set out in the Tariff.

3.20.3 The provision of any security services in respect of a vessel save and except the ship's gangway shall be the responsibility of the relevant Customer. PLIPDECO undertakes to abide by and conduct all its operations in keeping with the local laws, ISPS Code, General Security rules, regulations and international guidelines as far as reasonably practicable.

3.20.4 All Port Users shall comply with the requirements of the ISPS Code.

3.20.5 All cargo that are classified as wide load cargo shall only be removed from the port under the escort of the Trinidad and Tobago Police Service.

3.21 Dispute Resolution

In case of any dispute, attempts will be made to settle the matter amicably without recourse to any court of law by way of negotiation firstly and then by Alternative Dispute Resolution preferably by mediation with a local mediator chosen by both parties and related costs shall be borne by both parties 50:50. Should the dispute remain unresolved for six (6) months, the parties shall proceed to litigation before the courts of Trinidad and Tobago only.

3.22 Governing Law

PLIPDECO's Port Rules shall be governed and construed in keeping with the Laws of the Republic of Trinidad and Tobago.



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**Part 4 - Specific Terms and Conditions –
Marine Services**

4.1 Customer's Obligations

Without derogation from any other obligations and duties the Customer may have under PLIPDECO's Port Rules, the Customer shall have the following obligations: -

4.2 Procedural Guidelines and Regulations

All vessels calling at the Port shall be bound by the following procedural guidelines and regulations: -

- (i) The relevant Customer by completion and submission of the Berthing Application Form ([Appendix 6.2](#)) shall have accepted this Agreement and Specific Terms and Conditions – Marine Services herein;
- (ii) Berthing Procedures ([Appendix 6.4](#)) as published and revised from time to time and published on PLIPDECO's website www.plipdeco.com
- (iii) Port Rules and Safety Regulations ([Appendix 6.5](#)) as published and revised from time to time and published on PLIPDECO's website www.plipdeco.com

4.3 Vessel requirements

The applicable Customer shall ensure that the vessels calling at the Port shall:-

- (i) have its applicable certification and its equipment including ships, crane, twist locks and cell guides are in good working condition;
- (ii) ensure the operability of the vessel's engine;
- (iii) assume all responsibilities for the suitability of the vessel's lashing ropes.

4.4 Liability for non-adherence

PLIPDECO shall not be held liable for any damages howsoever caused should the Customer fail to adhere to the Procedural Guidelines and Regulations set out in Clause 4.2 and Clause 4.3 herein. The applicable Customer shall be responsible for any loss or damages incurred as a result inclusive of damages to berth; equipment belonging to PLIPDECO; and/or personal injury.



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Part 5 - Specific Terms and Conditions – Cargo Handling Services

5.1 Customer's Obligations (Declaration of Description)

5.1.1 Without derogation from any other obligations and duties the Customer may have under PLIPDECO's Port Rules, the Customer shall have the following obligations: -

(a) **Declaration of shipping documents:** The Customer shall ensure that all cargo for delivery handled by PLIPDECO is accompanied by the following supporting documentation to be lodged with the Cargo Handling Department: -

- (i) Manifest, vessel's name, shipping notes/advices, mate's receipts;
- (ii) Bill of Lading, consignment notes, packing lists;
- (iii) Marks, quantity and description of cargo;
- (iv) Customs Release Order (permit to remove);
- (v) A sub-delivery order (for consolidated shipment);
- (vi) Trans-shipment Bill (for trans-shipment cargo);
- (vii) CES appointment form (for CES containers); and
- (viii) Shipping Bill (where applicable).

(b) **Declaration of Other Documents:** The Customer shall ensure that all cargo for received by PLIPDECO is accompanied by the following supporting documentation: -

- (i) Written request outlining type, quantity and weight of cargo, name of vessel and voyage number assigned to the cargo to be loaded, the truck and/or trailer number transporting the cargo;
- (ii) Customs Export Container Shipment Slip;
- (iii) Weighbridge Ticket;
- (iv) Shipping Bill;
- (v) Permit to Remove;
- (vi) Routing Slip (if applicable); and
- (vii) Port Pass.

All documents must bear the signature and Company stamp (where applicable) of the Customer or its Agent. Any alterations to the documents must be validated by appending the signature and stamp to same.

(c) **Waiver:** PLIPDECO will not be responsible for the accuracy of the weighbridge or for any error in entering on the ticket the weight of any Goods weighed. The Customer's representative in charge of the cargo shall examine the ticket and ascertain that it gives the correct weight as shown by the scale of the weighbridge.

(d) **Quality Checks:** PLIPDECO may check the validity of any declarations and if the weight or bulk proves to be in excess of that declared, all charges will be based on



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actual gross weight. The Customer will also be liable for the costs of weighing or checking the measurement of the cargo in question.

- (e) **Indemnity:** The Customer shall be deemed to warrant the accuracy of all descriptions values weights and other particulars of any cargo handled by PLIPDECO for any purpose whatsoever or marked thereon and shall indemnify PLIPDECO against all proceedings claims expenses and pecuniary penalties that PLIPDECO may suffer or incur as a result of any inaccuracy or omission therein.

5.1.2 Protection of Cargo

- (a) Customers should take reasonable measures to protect the cargo from loss or damage and shall ensure that at all times their cargo is packed in a proper manner in accordance to international standards with particular care being taken to protect fragile cargo.
- (b) Customers shall ensure that any third-party transport provider shall secure and strap cargo in a proper manner.
- (c) PLIPDECO shall not be held liable resulting in loss for the Customer's failure to comply with 5.1.2 (a) and 5.1.2(b) either during discharge or loading or movement.

5.1.3 Marks and Numbers

The Customer shall ensure that each package has visibly stencilled on it all identifying marks and numbers in characters of not less than 10 cm. in height and the port of discharge which shall be visibly stencilled immediately below the shipping mark.

5.1.4 Clearance of goods through Trinidad and Tobago Customs and Excise Division

It shall be the Customer's responsibility to prepare the necessary documentation for the clearance of cargo through the Trinidad and Tobago Customs and Excise Division; to obtain such clearance and to comply with all Customs' formalities and the Laws of Trinidad and Tobago.

5.1.5 Release of Cargo

- (a) No cargo shall be available for delivery by PLIPDECO until such time as Trinidad and Tobago Customs and Excise Division's clearance has been obtained in respect thereof;
- (b) On no account will cargo be delivered by PLIPDECO without production of a Delivery Note issued by PLIPDECO in its usual form authorising such delivery;
- (c) If the document of title is lost, or there is an irregularity, PLIPDECO will not deliver the cargo until it is satisfied that the person claiming delivery is entitled to delivery and against an indemnity by a bond or otherwise as PLIPDECO may require by or on behalf of the person taking delivery of the cargo.



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5.1.6 Tally of Goods

Any tally of cargo handled by the PLIPDECO in connection with the loading or discharging of any vessel or vehicle or railway wagon shall be the property of PLIPDECO which shall not be under any obligation to disclose such document to any other party. The accuracy of any document based whether wholly or partially upon such tallies shall not be presumed by any other party unless and until such accuracy is confirmed in writing by PLIPDECO in respect of the document in question.

5.2 Customer's Obligations (Acceptance of Goods)

5.2.1 Acceptance of Goods

(a) The Customer shall ensure that the vessel receiving cargo for shipment shall accept same if tendered for loading.

(b) The receiving by PLIPDECO for and on behalf of the Customer of cargo for shipment does not imply that such cargo will be shipped. All arrangements in order to obtain the acceptance of cargo for shipment are the responsibility of the Customer concerned, for whom PLIPDECO accepts such cargo as agent of the shipping line. PLIPDECO shall not be responsible if such cargo were to be refused for shipment.

5.2.2 Provision and Use of Gear

(a) The Customer shall permit PLIPDECO the full use of all lighting, cranes, gantries, winches, derricks, runners and tackle on the vessel and shall supply full power thereof and for lighting at all times without charge. The Customer shall provide all necessary standing and running gear, hatch and winch tents, gear and dunnage.

(b) All the equipment and gear referred to in Clause 5.2.2 (a) shall be maintained in good working order by the Customer and meet the requirements of any statute, order or regulation in force within Trinidad and Tobago and in accordance to the International Marine Organisation standards.

(c) To the extent that the equipment and gear referred to in Clause 5.2.2 (a) is not available to PLIPDECO or is not maintained or certified in the manner specified in Clause 5.5.5 (a), PLIPDECO shall be at liberty at its discretion and subject to availability to supply the same at the expense of the Customer in accordance with PLIPDECO's current standard rates.

(d) The Customer shall indemnify PLIPDECO against any claim in relation to any accident howsoever arising out of or caused or contributed to by any defect in the equipment or gear referred to in Clause 5.2.2 (a).

5.3 Storage of Cargo on PLIPDECO's Premises

5.3.1 The Customer shall be responsible for the payment of storage charges in accordance with the Tariff.



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- 5.3.2 All outstanding storage charges are to be paid promptly by the Customer.
- 5.3.3 In the event of delays in responding to any request by the Customer to waive storage charges PLIPDECO shall not accept any liability for the delay
- 5.3.4 PLIPDECO is under no obligation to reduce storage charges due to delays caused by other parties.

5.4 Warehousing

- 5.4.1 All warehousing undertaken by PLIPDECO are to be guided by the following procedures annexed herein and set out as follows and are subject to the fees as set out in PLIPDECO's Tariff:
 - 1. Cargo delivery procedure – Less than Container Load Warehouse – **Appendix 6.9**;
 - 2. Less than Container Load Export Service – Operational Procedure – **Appendix 6.10**;
 - 3. Full Container Load Service – Operational Procedure – **Appendix 6.11**; and
 - 4. Offsite Storage Facility for Containers on Chassis, Chassis and Break Bulk Cargo- **Appendix 6.12**.
- 5.4.2 The Customer is to complete the Request Forms available on PLIPDECO's website www.plipdeco.com
- 5.4.3 The Container Load Service is provided for dry containers save and except for the following types of cargo: -
 - (i) Glass Sheets;
 - (ii) Completely knocked down vehicles/un-assembled vehicles and car parts;
 - (iii) Cargo requiring special storage conditions;
 - (iv) Explosive type materials; and
 - (v) Any cargo that requires Plant Quarantine approval or fumigation.
- 5.4.4 Direct delivery will be required for assembled vehicles.
- 5.4.5 For Hazardous Cargo a Material Safety Data Sheet must be provided in advance and is subject to approval for un-stuffing by PLIPDECO's Health, Safety and Environment Department;
- 5.4.6 Cargo on flat rack or open top containers will be handled at the Port of Point Lisas as directed by PLIPDECO's personnel;
- 5.4.7 Customers are to inform PLIPDECO's Warehouse Personnel in advance of delivery of the container to PLIPDECO's warehouse if any single piece of cargo is in excess of three (3) tonnes. Any single piece of cargo in excess of eight (8) metric tonnes will not be handled at PLIPDECO's warehouse;



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5.4.8 The costs of clean-up for all spillages caused by poor packaging will be for the account of the Customer.

5.4.9 PLIPDECO may, upon written notice of not less than thirty (30) days to the applicable Customer and any other person known by PLIPDECO to claim an interest in the cargo, require the removal of any cargo from the Port or any other facility controlled by PLIPDECO. If the cargo is not removed before the end of the notice period, PLIPDECO may sell the Goods in accordance with applicable law. If PLIPDECO in good faith believes that the cargo is about to deteriorate or decline in value to less than the amount of PLIPDECO's lien before the end of the 30-day notice period, PLIPDECO may specify in the notification any reasonable shorter time for removal of the cargo and if the cargo is not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law and subject to the provisions of the Customs Act Chapter 78:01.

5.4.10 If PLIPDECO, after a reasonable effort, is unable to sell the cargo, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition or sale, PLIPDECO may remove the cargo from the Port and shall incur no liability by reason of such removal.

5.4.11 Upon expiration of the notice period provided in Clause 5.4.9 PLIPDECO shall not be held responsible for any loss or damage to the cargo including depreciated value, deterioration, replacement costs, value of the cargo, loss of profit and/or special and/or direct and/or indirect and/or consequential damages of any kind or any damages whatsoever.

5.5 Un-Stuffing

5.5.1 A "Customs Approved Letter" will be required prior to un-stuffing a container; and

5.5.2 The Customer is required to make advanced payment for un-stuffing charges in accordance with PLIPDECO's Tariff.

5.6 Handling of reefer containers

The following additional conditions are applicable to Cargo stored in reefer containers:

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- (a) PLIPDECO will not accept Cargo that require any special treatment unless by prior agreement with PLIPDECO and then only if the Cargo is accompanied by written instructions. Customers requiring special treatment for any Cargo must specify in the written instructions exactly what treatment is required. PLIPDECO will not be liable for any damage caused to the Cargo from following such instructions;



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- (b) The Customer is to notify PLIPDECO in advance of handling of dry reefers that are not required to be plugged-in via submission a completed Dry Reefer Notice. Any damages as a result of failure to notify PLIPDECO of same shall be the sole responsibility of the Customer;
- (c) PLIPDECO shall not be liable for any damage caused to cargo as a result of circumstances beyond its control such as faulty reefers, extended power outages and/or improper settings caused by the Customer.

5.7 Removal of Cargo

- 5.7.1. Cargo which in the reasonable opinion of PLIPDECO appear either not to be in good and wholesome condition or to be likely to cause personal injury or damage to other Cargo or property, must be removed by the Customer forthwith on receipt of notice requiring the same;
- 5.7.2 Where removal is required, the Customer at its own risk and expense and as directed by PLIPDECO is required to arrange alternative storage or disposal or, if appropriate, destruction of such Cargo. The Customer will be liable to the PLIPDECO for, and shall indemnify PLIPDECO in respect of all claims against and damage, cost and expenses suffered or incurred by PLIPDECO in consequence of the condition of the Customer's Cargo;
- 5.7.3 If as a result of the presence or handling of the Customer's Cargo any other statutory duties are imposed from time to time in relation to the Cargo, then PLIPDECO shall notify the Customer and the Customer will be required to comply with the said statutory duties at their own risk and expense

5.8 Hazardous Goods and Live Animals

- 5.8.1 No Cargo of a dangerous, hazardous, poisonous, tainted, infested or contaminated nature or other Dangerous Substances will be handled by PLIPDECO except with the consent of PLIPDECO and in accordance with statutory regulations and PLIPDECO's directions governing the handling of such Cargo and save and except as set out in Clauses 5.8.4 to 5.8.6 below.
- 5.8.2 All extra costs charges and expenses incurred by PLIPDECO in handling Cargo of a dangerous, hazardous, poisonous, tainted, infested or contaminated nature or other Dangerous Substances shall be paid by the Customer.
- 5.8.3 The Customer shall be responsible for and shall indemnify PLIPDECO against all injury, loss or damage however and whenever caused and against all claims whatsoever made against PLIPDECO for which they may be or become liable in respect of death or injury to persons or loss of or damage to property or delay arising out of, caused or contributed to by:-
 - (i) a failure to comply with the conditions, directions and regulations referred to in Clause 5.5 (a); or



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- (ii) live animals exported, or intended to be exported, or imported by the Customer.
- 5.8.4 All explosives, ammunition and or any hazardous cargo be it substance or material or otherwise shall be handled through direct delivery.
- 5.8.5 Should the Consignee not be able to initiate direct delivery for any explosives, ammunition and or any hazardous cargo be it substance or material or otherwise the hazardous cargo shall be under Security Supervision until the hazardous cargo is cleared. All costs incurred for Security Supervision shall be for the account of the Consignee and shall be paid prior to delivery.
- 5.8.6 Any explosives, ammunition and or any hazardous cargo be it substance or material or otherwise shall only be removed from the port under the escort of the Trinidad and Tobago Police Service.
- 5.9 Containerised Cargo**
Any Containerised Cargo handled by PLIPDECO shall be subject to PLIPDECO's Port Rules as set out herein.
- 5.10 Express Processing Service**
The Express Processing Service eliminates the requirement for a Customer to visit the Pre-Gate. The requirements are set out in **Procedure for Express Processing Service – Appendix 6.6** herein. Customers are also required to submit a **Credit Application Form – Appendix 6.7** to apply for this service.
- 5.11 Performance of Cargo Handling Services**
 - (a) Subject to PLIPDECO's Port Rules, PLIPDECO shall provide supervision labour plant and equipment as available for the discharging, loading, receiving and delivering of Cargo at the Port and operations ancillary thereto, as requested by the Customer and agreed by PLIPDECO.
 - (b) PLIPDECO shall be entitled not to commence Cargo Handling Services until a suitable berth and suitable plant and equipment are available and sufficient port operations workers and other employees are available to perform Cargo Handling Services on the vessel. After the commencement of Cargo Handling Services, they will be continued as and to the extent that the necessary plant and port operations workers and other employees are reasonably available in all the circumstances from time to time bearing in mind PLIPDECO's obligations to meet the requirements of other customers of the Port.
 - (c) No liability shall attach to PLIPDECO in consequence of its not commencing or continuing Cargo Handling Services for the reasons specified in Clauses 5.7 and 5.8.



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- (d) PLIPDECO shall perform or provide such Cargo Handling Services as PLIPDECO in its reasonable discretion considers appropriate and expedient for each vessel and its cargo or for particular cargo unless instructed to the contrary in writing by the Customer.
- (e) Without prejudice to the generality of the foregoing when cargo is exceptionally difficult to work due to unsoundness of the cargo, bad or collapsed stowage, damage to the cargo or the vessel or other matter creating exceptionally difficult working conditions, then PLIPDECO may in its absolute discretion elect whether or not to perform or provide or continue to perform or provide Cargo Handling Services and if it should so elect and informs the Customer thereof then PLIPDECO shall not be liable for any loss or damage whatsoever howsoever caused (including where caused by the negligence of PLIPDECO, its servants, agents or independent contractors) to the Cargo or the vessel, including any claim for loss of use or profit or the loss of a particular market, and the said Customer shall indemnify PLIPDECO against all proceedings claims and expenses arising out of or consequent to any such election by PLIPDECO, including all proceedings claims and expenses relating to the handling of the Cargo. PLIPDECO, by reason of its specialised knowledge, shall be the sole arbiter as to whether a cargo is exceptionally difficult to work or not.
- (f) Any containerized cargo which exceeds the maximum gross weight of the container shall not be accepted or handled by the port.
- (g) No cargo shall be handled which exceeds the safe work load of any port equipment.
- (h) PLIPDECO shall have the right, having made an election, to subsequently reverse that election in the light of circumstances then prevailing and no liability shall attach to it thereby.
- (i) All extra costs charges and expenses incurred by PLIPDECO hereby shall be repaid by the Customer.
- (j) The charges for Cargo Handling Services specified by PLIPDECO's Tariff from time to time cover the provision of such of the Services as are specified by PLIPDECO in relation thereto (other than the provision of plant, gear and equipment except as expressly stated) where the cargo is sound general cargo under normal conditions on a normal vessel such that a reasonable rate of receiving loading discharging or delivering in relation to that particular vessel or cargo is achievable.
- (k) Where cargo is not sound cargo able to be worked under normal conditions on a normal vessel or, at the discretion of the PLIPDECO, for any other reason such that a reasonable rate of receiving loading or discharging delivering is not achievable, and in such regard PLIPDECO by reason of its specialised knowledge shall be the sole arbiter, then the rates per tonne specified from



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time to time by PLIPDECO Tariff shall not be applicable but shall be substituted by PLIPDECO's standard charges for labour plant gear and equipment and, in addition, all extra costs charges and expenses incurred by PLIPDECO shall be repaid by the Customer.

- (l) Notwithstanding the provisions above, if any Statute or Statutory Instrument shall become compulsorily applicable to the Cargo Handling Services performed hereunder, the Customer will reimburse PLIPDECO any extra cost occasioned thereby for the duration that such Statute or Statutory Instrument shall apply or until such time as the extra costs shall be incorporated in PLIPDECO's charges for such Cargo Handling Services.
- (m) All times agreed for the performance or provision of Services are approximate only (notwithstanding any representation made by any servant or agent of PLIPDECO) and PLIPDECO shall have no liability for its failure to meet any such times.
- (n) Any appointment made with the owner of a vehicle or with the Customer or their respective employees servants or agents for the receipt from vehicle of Cargo for shipment, or for the delivery of Cargo to vehicle, at any particular time or within a particular interval of time shall (notwithstanding any representation made by any servant or agent of PLIPDECO) be construed merely as the anticipated time when the Cargo may be received or delivered and shall not oblige PLIPDECO to accept such Cargo (nor refrain from accepting other Cargo) at that time nor determine the order in which vehicles may unload or load.
- (o) No liability shall attach to PLIPDECO in consequence of any failure to permit the loading or unloading of any vehicle at or within a particular time or interval of time, including any time or interval of time expressly stated in PLIPDECO's Port Rules notwithstanding any representation made by any servant or agent of PLIPDECO, and the Customer shall release and indemnify PLIPDECO from and against such liability.
- (p) PLIPDECO reserves the right to refuse to perform the Services and no liability will be attached for said refusal.

Signed:

Ashley Taylor
President

Dated: July 1st, 2021



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N.B. This Instrument contains the formal terms and conditions applicable to PLIPDECO's published Port Tariff (www.plipdeco.com) and all Port-related transactions and shall be binding on all Customers.