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NOTICE

THIS ELECTRONIC FORM OF THE TERMINAL NOTICE WILL PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY PAPER FORM OF THE VGT NOTICE.

For complete information, please read the entire document. The terms and conditions contained in this notice are binding. If you have any questions, please e-mail Valletta Gateway Terminals Ltd at info@vgt.com.mt

1. BASIC AGREEMENT

Notice to the Public

This Schedule sets forth the general rules, regulations, policies, procedures and practices, and contractual terms and conditions, which shall apply whenever a Customer requests, is provided with and/or receives any access to and/or use of a terminal facility and/or terminal service of Operator whatsoever, as such terms are defined in section 2, below, including any providing of, access to and/or use of any personnel, labour, services, materials, supplies, tools, equipment, personal property or real property at and/or associated with a terminal facility of Operator and whether provided at such a terminal facility or elsewhere.

This Schedule is published and therefore serves as notice to the public, to shippers, consignees, freight forwarders and carriers that the rules, regulations, policies, procedures and practices and contractual

terms and conditions apply to all traffic, access and access and use without specific notice or written arrangement, and shall at all times be legally enforceable as an implied contract between Customer and Operator.

TERMS AND CONDITIONS EFFECTIVE:

The rules, policies, procedures, practices and regulations contained in these terms and conditions, additions & revisions thereto shall apply on all cargo received and services carried out at Operator's terminal facilities on and after effective date of this tariff or effective dates of additions & revisions or supplements thereto.

1.1 USE OF TERMINALS DEEMED ACCEPTANCE:

Use of berths, quay or facilities shall be deemed an acceptance of these terms and conditions contained herein.

All references to, including but not limited to, a tariff, schedule, service directory, service guide, of Operator shall be deemed to refer to this Schedule and the rates, regulations, policies, procedures and practices, and contractual terms and conditions, set forth herein. This Schedule may be changed by Operator from time to time without notice. The current version of this Schedule is available at each terminal facility offices and on the internet at www.vgt.com.mt.

2. DEFINITIONS AND INTERPRETATION

Words and expressions used in this Agreement shall have the following meanings unless the context requires otherwise:-

“Berth” means any berth in the Terminal operated by the Operator, including connecting linkspans and related infrastructure and shall include any quay, transit shed, or other area situated thereat.

“Bulk cargo” means cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics.

“Cargo handling services” means any operation or service performed or provided by the Operator in connection with the receiving, delivering, loading, discharging, stowing, handling or storage of goods into or from a Shipowner's vessel or which have been or are to be shipped on vessels using or intending to use the Berth or into or from a road vehicle upon the terms and conditions mentioned.

“Cargo owner” means the owner of any goods and any consignee, shipper consignee, or other respective agents in relation thereto, but shall not include the Operator;

“Checking” means the service of tally; counting and checking cargo (quantity & nature) discharged/loaded and thereafter verified against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

“Customer” refers to any vessel, vessel principal, vessel agent, freight forwarder, haulier, consignee, vehicle, conveyance, person and/or business entity who requests, is provided with and/or receives any terminal services whatsoever.

“Security & Administration Fee (SAF)” means the charge assessed against a vessel for berthing at a wharf, pier, quay, bulkhead structure, or bank or for mooring to a vessel so berthed.

“Effective date” means the date a schedule or an element of a schedule becomes effective. Where there are multiple publications on the same day, the last schedule or element of a schedule published with the same effective date is the one effective for that day.

“Expiration date” means the last day, after which the entire schedule or a single element of the schedule, is no longer in effect.

“Forest products” means forest products including, but not limited to, lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in rolls, wood pulp in unitized bales, paper and paper board in rolls or in pallet or skid-sized sheets, liquid or granular by-products derived from pulping and papermaking, and engineering wood products.

“Goods” refers to all cargo and other property items with respect to which Operator is requested to and/or does perform any terminal services, and all packing, packaging, crates, cradles, pallets, tanks, platforms, flatbeds, trailers, containers and other items, materials and supplies associated therewith.

“Handling” means the terminal service of physically moving goods.

“Heavy lift” means the service of handling cargo exceeding the deadweight of three tons as regulated in these terms and conditions and as further regulated in Part III of the Port Rates Regulations

“Discharging” and “Loading” means the service of discharging and loading of goods between a vessel, trucks/motor vehicle or other conveyance to a point of rest at the terminal facility and vice versa.

“New Customers” shall mean customers who have not hitherto used the services offered by the Operator.

“Owner” means the Shipowner and/or Cargo Owner, as appropriate.

“Transport Malta” refers to the Authority for Transport in Malta as established and defined under the Authority for Transport in Malta Act (Chapter 499 of the Laws of Malta).

“Operator” refers to Valletta Gateway Terminals Limited, a company registered under the laws of Malta, whose registered office is situated at Triq Belt il-Hazna Marsa having company registration number C38888, which operates the relevant terminal facility.

“Package” refers to the largest single unit used to transport the goods, including but not limited to a single container, flatbed, or trailer or a single machine or item of equipment and not the individual contents, pieces, boxes, parts or components thereon, therein or thereof.

“Person” includes individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives.

“Rate” means a price quoted by Operator in a schedule or otherwise for providing a specified level of marine terminal service or facility for a stated cargo quantity, on and after a stated effective date or within a definite time frame.

“Shipowner” means the owner of any vessel to which these Terms and Conditions relate, and any part owner, charterer, master, or other person in charge of the vessel, deponent owner, consignee or mortgagee in possession.

“Terminal facility” means one or more structures comprising a terminal unit operated by Operator, including, but not limited to, docks, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, grain elevators or other bulk cargo loading/unloading structures, landings and receiving stations used for the handling, transmission, care and convenience of cargo or passengers in the receipt, interchange and/or delivery of the same between shippers, carriers and/or consignees.

“Terminal services” includes checking, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, , as defined herein, as well as any other providing of, use of and/or access to a terminal facility whatsoever, including any providing of, use of and/or access to personnel, labor, services, materials, supplies, tools, equipment, personal property and real property at and/or associated with such terminal facility, and whether provided at such terminal facility or elsewhere.

“Terminal storage” means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo even after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, and refrigerated storage.

“Vessel” means the vessel the Customer uses to transport the Cargo, whether owned, chartered, operated or leased.

3. RIGHTS RESERVED

The Operator reserves all rights to furnish and charge all equipment, supplies, labour, services and material to perform cargo handling services in connection with the operations of VGT terminals, as specified in the Cargo Handling Concession awarded by the Malta Maritime Authority, as succeeded by The Authority for Transport in Malta hereinafter referred to as “TM”.

4. DAMAGE

Vessels are responsible and will be invoiced for damages to any of the Operator’s terminal facilities during their occupancy of such facilities. Damages identified during or after a vessel’s departure will be deemed to have occurred during the vessel’s berth, unless the Operator is notified in writing by the vessel’s agent of any pre-existing damage, prior to or at tie-up.

5. TARIFFS, RATES, CHARGES, INVOICING AND PAYMENT

5.1 TARIFFS, RATES AND CHARGES.

Customer shall pay for terminal services upon the tariffs, rates and charges on Operator's written quotation or other document, which quotation or other document from Operator shall be deemed accepted by Customer upon commencement of any performance by either party, including without limitation any access to and/or use of the terminal facility and/or terminal services of Operator whatsoever by or on behalf of Customer. Upon any such acceptance, Operator's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no tariff, rate or charge was quoted or otherwise identified to Customer for a particular terminal service, the applicable tariff/rate/charge shall be the Operator's standard tariff/rate/charge therefore, which standard tariff/rate/charge shall be provided to Customer upon request.

5.2 OTHER CHARGES.

Customer shall also be responsible for paying/reimbursing Operator for any advances made respecting the goods, expenses incurred due to any act, omission and/or failure to perform by or on behalf of Customer, and expenses incurred with respect to the goods resulting in whole or part from any unforeseen or extraordinary circumstance.

5.3 RECALCULATION.

Tariffs/Rates/charges based on inaccurate or incomplete descriptions, instructions or particulars may be recalculated at any time and without notice to Customer. Operator shall have the right to inspect the

goods and any manifests, bills of lading, receipts, cargo lists and other documents relating thereto in order to check, recalculate and/or confirm tariffs/rates/charges hereunder, and Customer agrees to fully cooperate with Operator to that end.

5.4 INVOICE, PAYMENT AND INTEREST.

Tariffs/Rates/charges hereunder shall be due and payable to Operator upon completion of the relevant terminal services and presentation of invoice. All payments shall be made in Euro without deduction or offset; in no event may amounts due to Operator hereunder be withheld to offset any claim of Customer against Operator. Sums which are due to Operator but which have not been paid for thirty (30) days or more shall accrue interest at the highest rate permissible under Maltese law per month from the date due until paid in full.

5.5 INVOICE DISPUTES.

Questions regarding the validity of any invoice from Operator must be submitted to Operator in writing within ten (10) days of presentation, failing which such invoice shall be deemed accurate, valid and accepted by Customer.

5.6 COLLECTION.

Should Operator engage a collection agent and/or lawyer to collect amounts due hereunder, Customer shall be responsible for paying/reimbursing Operator for all fees and costs relating thereto, including legal fees and costs, in litigation or otherwise.

5.7 CREDIT MANAGEMENT

The Operator shall process the Personal Data according to the Data Protection Act and applicable published legal guidelines and according to the principles, ethics and guidelines of The Malta Association of Credit Management (MACM), 86/2, Triq ta' Mellu, Mosta, of which the Operator is a member. In case of any default in payment by the Customer, the Operator has the right to pass on any information or references to MACM as well as to any third party legally entitled to receive such information

6. OPERATOR'S RIGHTS TO REGISTER SPECIAL HYPOTHEC

Customer grants Operator to the extent permissible at law a right to register a special hypothec on the goods while in the possession of Operator and a special hypothec against any vessel, container, chassis, etc. respecting such goods to provide security for the payment of amounts due Operator hereunder. As additional security for said amounts due Operator, Customer grants Operator a consensual privilege and/or special hypothec on all other goods, cargo and personal property of Customer subsequently in Operator's possession. Operator may assert its privilege and/or hypothec rights at any time, and in furtherance thereof may hold and/or store such goods, cargo and personal property until payment is received and/or sell such goods, cargo and personal property publicly or privately; in the event of sale,

proceeds shall first be applied to sale costs, then to amounts due to the Operator, with the balance, if any, to be remitted to Customer.

7. INDEPENDENT CONTRACTOR

Operator shall at all times perform as, and shall for all purposes hereunder be deemed, an independent contractor. Operator is not a common carrier, contract carrier, freight forwarder, freight broker or vessel charterer, nor an agent, employee, partner, joint venturer or landlord of Customer.

Operator reserves the right to enter into agreements with common carriers, shippers and/or their agents concerning rates and services, provided such agreements are consistent with existing national and international law governing the civil and business relations of all parties concerned.

Operator reserves the right to enter into agreement for the use of specific storage space, tracks, or other terminal facilities, at rates commensurate with their service rendered.

8. LIBERTIES AND PERFORMANCE

8.1 Operator shall perform services hereunder with due diligence but does not guarantee any particular speed or starting or completion dates or times. Operator shall have liberty with respect to selection of equipment, procedures and methods utilized for its performance, except to the extent such matters have been specifically agreed otherwise. Operator reserves the right to control and perform all weighing, sampling, measuring, loading, handling and discharging of goods at the terminal facility, but shall not be obligated to receive, handle or deliver goods unless and until all proper documentation has been presented.

8.2 The right is reserved by the Operator at its sole discretion and at the risk and expense of shipper, consignee, or carrier, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload or to permit vessel to discharge:

8.2.1 Cargo, trailers or containers for which previous arrangements for space, receiving, unloading or handling, has not been made by shipper, consignee, or carrier.

8.2.3 Cargo deemed extra offensive, perishable, hazardous, or which may present a risk to persons or property.

8.2.4 Conventional cargo not properly stored on board the vessel, or in the vessel hold, that is deemed by the Operator, its agents or contractors, such that it poses a likely danger to be off-loaded from the vessel.

8.2.5 Cargo which is exceptionally difficult to work due to unsoundness, bad or collapsed stowage, damage to the cargo or the vessel, or due to any other matter creating exceptionally difficult working conditions.

8.3 If the Operator elects to perform or continue to perform or provide cargo handling services, it shall not be liable for any loss or damage whatsoever, howsoever caused (including where the loss or damage is caused by the negligence of the Operator, its agents, employees or independent Contractors) to the cargo or the vessel, including any claim for loss of use, or loss of a particular market. In any such case, the Shipowner or Cargo Owner shall indemnify the Operator against all proceedings, claims and expenses arising out of or consequent on any such election by the Company including all proceedings claims and expenses relating to the handling of cargo on the quay or in a shed or store.

8.4 The Operator shall be the sole arbiter as to whether a cargo is exceptionally difficult to work or not. The Operator shall also 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.

8.5 Hazardous or offensive cargo which, by its nature, is liable to damage other cargo is subject to immediate removal, either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage for the account of the owner, shipper or consignee, unless the Operator is informed six (6) hours prior to arrival of vessel in writing of the nature and storage of these cargo. The Customer is to provide the Operator a copy of the Official Hazardous Cargo documentation as submitted to TM prior to the arrival of the vessel in Malta. If this document is not received, the Operator reserves the right not to handle the cargo.

8.6 Cargo remaining on wharf or wharf premises after expiration of free time and shut out at clearance of vessel may be stacked or re-stacked to make space, transferred to other locations or receptacle within the wharf premises, or after ninety days (90) removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear.

8.7 The Operator reserves the right to withhold delivery of cargo until all accrued terminal charges and/or advances against said cargo have been paid in full.

8.8 The cargo on which unpaid terminal charges have accrued may be sold to recover all terminal charges and costs as per Article XX in the Ports & Shipping Act. Cargo of a perishable nature or of a nature liable to damage other cargo may be sold at public or private sale without advertising, provided owner has been given proper notice to pay charges and to remove said cargo and has neglected or failed to comply.

8.9 The Operator shall not accept, handle or store explosive or excessively inflammable material, subject to the special arrangements made with terminal operators and governed by rules and regulations of TM and the European Union, herein known as "EU". The Operator may at its option and without notice, refuse, reject, move within and/or remove from the terminal facility any goods which it believes may present a risk to persons or property at Operator's sole discretion and Customer's sole risk and expense.

8.10 Glass, porcelain and other such fragile articles will be accepted only at the owner's risk for breakage, leaking or chafing.

8.11 The Operator shall not be under any obligation to receive or handle vessels or road vehicles at the Berth in any particular order.

8.12 The Operator shall be entitled not to commence cargo handling services until a suitable berth, quay and, if required, transit shed or storage area 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, the quay or in the transit shed or storage area. After the commencement of cargo handling services, they will be continued as and to the extent that plant and port operations workers and other employees are reasonably available in all the circumstances from time to time.

8.13 Extra charges may be levied by the Operator to handle unsound cargo and cargo that is exceptionally difficult to handle, and such extra charges and any costs and expenses incurred by the Operator hereby shall be repaid by the Shipowner of the vessel on which the cargo was or was to be consigned or the Cargo Owner.

8.14 The receiving of Cargo by the Operator into the Terminal does not imply that such Cargo will be shipped. The acceptance or refusal of Cargo for shipment is the responsibility of the Shipowner concerned, for whom the Operator acts as agent in such respect.

8.15 Where Cargo is not shipped, the Shipowner shall pay to the Operator such reasonable sum as the Operator shall determine in relation to the work performed by the Operator or in connection with the redelivery of such goods to the Cargo Owner who shall take delivery of the goods at the part of the Terminal at which they are lying but the Operator shall be at liberty nevertheless to transfer such Cargo at the expense of the Shipowner to another location if in the opinion of the Operator such Cargo could otherwise cause congestion at their existing location and to delay or decline to perform the work of redelivery until the reasonable sum aforesaid shall have been paid to the Operator.

9. SUBCONTRACTING AND EXTENSION OF BENEFITS

The Operator may subcontract all or any portion of the terminal services at its discretion and without notice, including without limitation to related/affiliated entities, with all benefits, defenses, exceptions, immunities and limitations upon liability set forth in this Schedule to remain applicable whenever claim is made against Operator and/or any servant, agent, contractor or any other whose services have been used to perform terminal services or otherwise respecting the goods.

10. COORDINATION ASSISTANCE

Upon request from Customer and with Operator's consent, Operator may assist Customer with the coordination between Customer and governmental authorities, and/or between Customer and carriers, vessels, trucks, etc. involved in the handling or transportation of Customer's goods, to expedite the performance of terminal services and transportation of Customer's goods as contemplated, with any additional charges/expenses incurred with respect thereto to be paid/reimbursed to Operator by Customer pursuant to section 5, above, if not otherwise specifically identified on Operator's written quotation. No such assistance from Operator shall increase Operator's responsibilities or liabilities as set forth in this Schedule.

11. GOVERNMENT INSPECTION ASSISTANCE

Unless otherwise specifically agreed by Operator in its written quotation, any assistance with government inspections (Customs etc.) from Operator will be billed to Customer on a time, equipment and materials plus Operator's standard overhead percentage basis, which standard overhead percentage shall be provided to Customer upon request. Customer shall be solely responsible for scheduling, paying/reimbursing all costs/expenses, and preparing, processing, completing, submitting and filing all documents associated with any such government inspection. Operator may, at its option and without notice, refuse, reject, move within and/or remove from the terminal facility any goods which it believes may present a risk to persons or property, at Operator's sole discretion and Customer's sole risk and expense.

12. CUSTOMER'S DESCRIPTION AND TENDER OF GOODS

12.1 As also provided in the Ports and Shipping Act, Customer shall be solely responsible for providing Operator with, and hereby warrants the completeness and accuracy of, all information, descriptions, particulars and instructions relating to the goods, including as to their nature, characteristics, markings, number, count, weight, dimensions, volume and quantity, as well as any special instructions or conditions applicable to the goods, their handling and/or transportation, upon all of which Operator shall be entitled to rely. Customer shall be responsible for, and agrees to indemnify and hold Operator harmless (including legal fees and costs) from and against, any loss, damage, expense, claim, liability, suit, fine and/or penalty resulting from any false, inaccurate and/or incomplete information, descriptions, particulars and/or instructions respecting the goods.

12.2 Upon the Operator's request, the Shipowner shall immediately provide all manifests, shipping notes, consignment notes, waybills, bills of lading or other carriage documentation, packing lists and/or all other relevant documents relating to the cargo.

12.3 Customer shall tender goods to Operator at the date, time and place agreed by Operator in good order, count and condition, and packaged, protected, packed and stowed sufficiently to withstand the contemplated terminal services, handling and subsequent transportation, including by vessel, motor vehicle, as applicable.

13. BILLS OF LADING

13.1 Customer specifically agrees that Operator's liability for loss/damage to or in connection with the goods shall at all times be subject to and limited by section 20, below and such other limitations as are laid down elsewhere herein, that the forum identified in section 36, below, shall apply to any dispute involving Operator, and that Operator does not and will not consent to the jurisdiction of any court or arbitration proceeding identified in, nor shall Operator otherwise be bound by, any forum selection clause in any bill of lading or transportation agreement applicable to the goods.

13.2 Without limitation upon the foregoing, Customer shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the goods incorporate the Carriage of Goods by Sea Act (COGSA) Chapter 140 of the Laws of Malta, as amended, and that all the benefits, defenses, exceptions, immunities and limitations upon liability granted under such regime for benefit of the carrier are extended to the periods of time prior to and during the loading of the goods, and during and following the discharging of the goods, and otherwise to and for the benefit of Operator as well as any and all of its employees, servants, agents and/or independent contractors used or employed in connection with the performance of any of Customer's obligations under its various Bills of Lading who shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. In addition, whenever any such benefits, defenses, exceptions, immunities and limitations have been waived, limited and/or omitted, as in the case of ad valorem or dangerous goods, for example, Customer shall be responsible for providing Operator with written notice thereof prior to tender of the goods to Operator.

13.3 It is hereby expressly agreed that as a condition and in consideration of using Operator's facilities, the Operator shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Operator shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves.

13.4 The respective owners, shareholders, members, directors, officers, employees and agents of the Operator or sub-contractors, all of whom shall be entitled to all benefits, defenses, exceptions, immunities and limitations upon liability available to Operator hereunder, by law, or otherwise.

13.5 Customer agrees to indemnify and hold Operator harmless (including legal fees and costs) of and from its failure, in whole or part, to meet the requirements of this section 13.

14. RULES FOR PARTICULAR GOODS

14.1 CONTAINERS:

Customer shall be responsible for assuring that all goods in containers are prepared, packaged, packed and secured so they do not shift or become damaged during handling and performance of other terminal services, and otherwise prepared, packaged, packed and secured sufficiently for safe transportation by - vehicle, flat rack and/or vessel, as applicable.

14.2 NO DUTY TO INSPECT:

Operator shall have no responsibility or duty to inspect the contents of containers from Customer, and no such inspection, or request to inspect, shall increase Operator's responsibilities or liabilities hereunder.

14.3 LOADING/DISCHARGING TO/FROM VESSELS:

Unless specified otherwise in Operator's written quotation, container crane terminal services for vessels includes the following:

- booming up container crane over vessel gear and house;
- movement of containers between vessel and point-of-rest ashore;
- lashing/unlashing and twisting/untwisting of locks;
- routine checking and tallying of containers, including checking of seals, and notification of evident discrepancies and container damage.

14.4 LOAD LISTS AND STOWAGE PLANS:

Upon request from Customer, Operator may assist with the completion of load lists and/or stowage plans, in which event additional charges may apply if not otherwise identified on Operator's written quotation. Stowage of containers aboard vessels shall be in accordance with the instructions and stability calculations from the vessel or carrier, and subject to Customer's review and approval.

14.5 NON-VESSEL CONTAINER SERVICES:

Operator shall receive and/or deliver containers to/from the terminal facility and other-than-vessels as requested by Customer and agreed by Operator, including but not limited to mounting/dismounting to/from motor vehicles, skeleton trailers and/or chassis or similar.

14.6 EQUIPMENT INSPECTION REPORTS AND INTERCHANGE DOCUMENTS:

Upon request from Customer, Operator may assist with the completion of equipment inspection reports or equipment interchange documents with respect to containers, in which event additional charges may apply if not otherwise identified on Operator's written quotation.

14.7 OVERHEIGHT, OVER WIDTH, OVER LENGTH CONTAINERS (OUT OF GAUGE):

If the goods are in a container which is not ISO fitted, over height, over width or over length, Operator may use special rigging and/or equipment to handle it, at its discretion, in which event additional charges may apply if not otherwise identified on Operator's written quotation.

14.8 SPECIAL ATTENTION:

Customer is to give advance notice to Operator should any type of container be it ISO fitted or Out of Gauge require any special attention both due to the nature of the cargo or out of gauge limitations whilst being handled. The Operator will not be held responsible for any damages without such prior notice.

14.9 REFRIGERATED GOODS AND CONTAINERS:

Customer shall give advance notice of any perishable, chilled, frozen or other goods requiring refrigeration, and shall be responsible for tendering such goods in appropriate refrigerated containers, properly stowed with thermostat set, and for providing Operator with appropriate instructions and temperature settings relating thereto. Operator shall not be responsible for freezing down or reducing the core temperature, nor for the long term storage, of any such goods. Operator shall plug/unplug refrigerated containers and/or check temperature settings to the extent specifically requested by Customer and agreed by Operator. In the event of discrepancy between the temperature setting provided to Operator and that observed on a given refrigerated container, Operator may request that Customer verify the correct setting but has no obligation to do so. If no request for verification is given, or if Customer does not respond to such request, Operator may set the unit according to information which has been provided to it or, if no information has been provided.

Operator may leave the unit at its current setting or adjust the setting to correlate with its setting upon arrival, at Operator's sole discretion. Operator shall not be liable, under any circumstances whatsoever, for any loss, damage, expense, claim, liability or suit relating to such goods when incorrect or inadequate information was provided to it, and/or when such goods were tendered with improper or inadequate

temperature protection, or with improper or inadequate wrapping, packing, packaging, and/or with improper or inadequate stowage within the container. Customer is to view the full procedure on the Operator's website www.vgt.com.mt under Public Notice number 26/13 dated 27th November 2013 and pre-advise operator of any reefer cargo that requires plugging on reefer@vgt.com.mt

14.10 *FOREST PRODUCTS:*

If the goods include logs, wood or forest products, Customer agrees as follows: Customer acknowledges that there are certain risks involved when a vessel is involved with the handling of such goods. It is necessary, therefore, that certain precautions be undertaken by Customer and the vessel.

Customer and the vessel shall protect and/or remove any vessel equipment, gear, fitting or other item or appurtenance which may be exposed to damage by virtue of the nature of such goods and/or their handling. In consideration of Operator loading/unloading a vessel which is not so protected, it is agreed that Operator shall not be liable for any loss/damages to such vessel, or any consequential damages arising from or occasioned by such loading/discharging, which loss or damages may have been avoided if such protected had been afforded as required herein, and that Customer shall indemnify and hold Operator harmless (including legal fees and costs) from and against any and all claims for such loss or damage, including without limitation those from Customer, the vessel or any other person or entity.

Operator shall be responsible for damage to the vessel during the handling of such goods only to the extent caused both solely and directly by its negligence. In such an event, Customer shall notify Operator immediately upon discovery, in writing or otherwise, and shall within eight (8) hours after such occurrence provide Operator with a full description of the occurrence and an explanation of why it believes Operator may be responsible.

Operator shall not be responsible for any damage to the vessel if the goods exceed the maximum lifting capacity of the vessel's gear, unless the excessive weight is specifically brought to the attention of Operator prior to attaching the loading slings.

All forest products should be protected so that the cargo is not damaged during the lifting/handling process.

Customer is to pre-advise on the type of packaging provided and how the packaging was done. Operator will not be held responsible for poor packaging and forest goods should be packaged without gaps or voids that could be a health and safety hazard. The Customer will be held solely responsible for any lack of information.

14.11 METAL GOODS:

If the goods include metal, scrap or otherwise, Customer shall be responsible for assuring the vessel is fully protected as required by Thomas' Stowage Guide and otherwise, including without limitation that the vessel is provided with dunnage boards or similar adequate protection for each of the following items: the hull structure; all fittings and appliances; all hatch covers and/or pontoons; the main deck; all ventilators; all winches, blocks and other tackle; all sounding pipes; all water lines; all electronic cable runs; all deck house windows/portholes; all ladders and stairways; all stanchions and accessories thereon; all handrails and guard rails; ballast tanks and fittings; any coils in deep tanks which are to be loaded; and all other components, appliances and appurtenances which may be effected by the use of magnetic cranes and/or damaged by the goods and/or their handling.

Operator shall not be responsible for, and Customer shall indemnify and hold Operator harmless (including legal fees and costs) from and against, any loss, damage, expense, claim, liability and/or suit resulting from its failure to provide such protection.

14.12 PROJECT CARGO:

Customer must secure Operator's assent before tendering for any goods transported in other than conventional, ISO fitted, dry containers and/or which require any special protection, services or other measures. Customer shall be solely responsible for providing complete and accurate information with respect to any such goods, including safety procedures and contact information, etc., prior to commencement of terminal services.

14.13 ANIMALS/LIVESTOCK:

The handling of livestock and animals shall be subject to Operator's advance written consent, and in such event Customer shall be solely responsible for compliance with applicable federal, state and local laws, regulations, rules and customs relating thereto.

14.14 BREAKBULK AND/OR UNITIZED GOODS:

The receiving and/or delivering of breakbulk and other goods not in containers shall be performed during normal working hours and does not include the costs of truck/loading/unloading unless specifically agreed by Operator in its written quotation. All terminal services applicable to breakbulk and/or unitized goods, including the packing of such goods into containers if requested by Customer and agreed by Operator, shall be performed at the rates/charges contained in Operator's written quotation or, if no rates/charges were included, at Operator's current standard rates/charges therefore, which rates/charges shall be provided upon request. If materials such as skids, pallets, bands, etc., and/or special lift equipment for handling such goods, becomes necessary, at the discretion of Operator, additional charges may be incurred without prior notice to Customer.

14.15 YACHTS:

Unless otherwise agreed by Operator in advance and in writing, if the goods include a boat, yacht or other vessel, the single boat, yacht or vessel shall be deemed a single "package," as defined in section 2, above, and referenced in section 19, below. Operator may require additional shoring/bracing/lashing to handle such goods, at its discretion, in which event additional charges may apply if not otherwise identified on Operator's written quotation. In addition, the following provisions shall be applicable.

Customer acknowledges that the presence of others during handling operations may increase safety hazards and/or interfere with handling operations. Customer's guests, visitors, friends and/or relatives are not allowed on the boat or at the terminal facility at any time during such operations without Operator's prior permission; any such individuals allowed at the terminal facility must wear hard hats, safety vests and other personal protective equipment as required by Operator.

Boats being discharged directly to the docks in their cradles do not need to be specially prepared by Customer, and any inspection by or on behalf of Customer shall be performed after handling operations have been completed.

Boats being discharged to the water will require prior preparation by Customer and must be supervised by the Customer.

Any preparation work by Customer must be completed before handling operations have commenced.

Operator recommends that all Customer preparation work be coordinated in advance to prevent unnecessary delay.

No one will be allowed to ride the boat down to the water, as that is a direct violation of applicable regulations.

Customer must arrange for a tender vessel to be present to accept the boat upon being placed in the water, and that tender vessel must be available to assist in removing the boat from the slings. Tender vessels are strongly recommended for the safety of the boat as well as people on/about the boat and/or terminal facility. Customer may request and approve of alternative means of handling boats being discharged to the water, such as using a Jacob's ladder or ship's companionway, in which event Operator shall not provide any such equipment or be involved with any such decisions. Operator's responsibilities respecting the boat ends when the boat hits the water; after that, Customer may put a person or persons aboard and/or arrange for towage, at its sole discretion and expense.

All access to and/or use of Operator's facility or services by or on behalf of Customer shall be subject to the provisions of this Schedule, including without limitation the security provisions of section 15, below, and the access and use provisions of section 27, below.

14.16 MOTOR VEHICLES:

Unless otherwise agreed by Operator in advance and in writing, if the goods include one or more motor vehicle(s), a single motor vehicle shall be deemed a single "package," as defined in section 2, above, and referenced in section 19, below. Operator may require additional shoring/bracing/lashing/towing/battery booster to handle such goods, at its discretion, in which event additional charges may apply if not otherwise identified on Operator's written quotation.

Should any motor vehicle cannot (after various attempts) be discharged from a vessel, the Operator reserves the right to refuse handover of this cargo and hence, cargo will remain on board after informing the Customer accordingly.

14.17 MACHINERY:

Unless otherwise agreed by Operator in advance and in writing, if the goods include machine(s) or machinery(ies), each part of the machine shall be deemed a single "package,". Operator may require additional shoring/bracing/lashing to handle such goods, at its discretion, in which event additional charges may apply if not otherwise identified on Operator's written quotation.

Should any machinery cannot (after various attempts) be discharged from a vessel, the Operator reserves the right to refuse handover of this cargo and hence, cargo will remain on board after informing the Customer accordingly.

14.18 HAZARDOUS GOODS:

Definitions:

As used herein, the term "hazardous goods" refers to any goods which have any hazardous, dangerous, explosive, flammable, poisonous, infectious, noxious, spontaneously combustible, radioactive, corrosive or oxidizing character or effect whatsoever, or otherwise identified by any HazMat law as being a marine or other pollutant, an explosive, a dangerous or hazardous material, or a hazardous waste. The term "HazMat laws" refers to any international treaty, law, statute, regulation, rule or ordinance relative to the transportation of hazardous goods.

Availability and Right of Refusal:

The handling of hazardous goods shall at all times be subject to availability of equipment deemed sufficient and appropriate by Operator in its sole discretion. Operator may refuse to handle any hazardous goods which it believes, in its sole discretion, may present an unreasonable risk of damage to any vessel, vehicle, equipment or property, and/or unreasonable risk of injury or illness to any person; in

such an event, Operator shall notify Customer, and Customer shall promptly thereafter, at its risk and expense, alleviate Operator's concerns to Operator's satisfaction or promptly retrieve and remove the hazardous goods from the terminal facility.

Offeror Responsibility:

Customer shall be solely responsible for offering, describing, identifying, naming, classifying, documenting, packing, packaging, marking and labeling all hazardous goods tendered in strict compliance with HazMat laws. Each bill of lading respecting the goods must contain a shipper certification as required by HazMat laws. Should Customer default from informing the Operator that cargo is hazardous, additional charges will apply.

Shipping Papers:

Customer shall be solely responsible for providing Operator with complete, comprehensive and approved shipping papers with respect to any hazardous goods tendered hereunder, which papers shall include all information, descriptions, instructions, disclosures and documentation required by HazMat laws and a full description and identification of the hazardous goods, including their type, quantity, proper shipping name, classification, packing group, chemical group, identification number(s) and hazardous and subsidiary hazardous nature(s).

Hazardous Waste:

If the hazardous goods include hazardous waste, Customer must give prior written notice to Operator and obtain express authorization from Operator at least thirty (30) days in advance of tender of such hazardous waste goods. In addition, the shipping papers must include original Manifest(s) and all other paperwork required by HazMat laws and/or any government, terminal and/or port agency or authority applicable to the transportation of hazardous waste. Customer shall be solely responsible for the ultimate disposal/destination of any hazardous waste shipment.

Permits, etc.:

Customer shall be responsible for obtaining and providing any and all transit or movement notices, permits, authorizations and confirmations for the hazardous goods and/or their handling and transportation, in accordance with and as required by applicable HazMat laws and/or any government, terminal and/or port agency or authority.

Liability and Indemnity:

Operator shall be liable only for physical loss/damage occurring to the hazardous goods themselves, to the extent set forth in section 20, below, and elsewhere herein, and Customer agrees to be responsible for, and to indemnify and hold Operator harmless (including legal fees and costs) from and against, any and all other loss, damage, expense, claim, liability, suit, fine and/or penalty resulting from or in any way relating to such hazardous goods and/or their handling and/or transportation, including without

limitation any loss, damage, expense, claim, liability, suit, fine and/or penalty resulting from or in any way relating to Customer's failure to comply with the requirements and responsibilities allocated to it above and/or under HazMat laws. The foregoing allocation of responsibility and agreement to indemnify specifically includes, but is not limited to, property damage and bodily injury, illness and/or death claims as well as all pollution and/or environmental matters such as response, clean-up, mitigation, remediation, alleviation, removal and restoration.

14.19 WEIGHING:

Upon request from Customer, Operator may assist with the weighing of containers and reporting to Customer, carrier or vessel, in which event additional charges may apply if not otherwise identified on Operator's written quotation. Furthermore, the Operator may itself require containers to be weighed at the cost of the Customer.

15. FACILITY SECURITY

15.1 FACILITY SECURITY:

Customer understands and acknowledges the importance of security at the terminal facility and agrees to fully cooperate with all Operator security directives as well as all training, drills, exercises, screenings, sweepings, surveys, examinations and assessments of Operator and/or any law enforcement official at the terminal facility designed to identify, protect against, alleviate and/or eliminate threats to security.

15.2 FACILITY SECURITY OFFICER:

The name and contact information for Operator's facility security officer (PFSO), or officers, shall be provided upon request from Customer. Operator's PFSO(s) shall be responsible for the development, maintenance and implementation of a security plan for the terminal facility and shall act as Operator's liaison with the master of the port and all vessel security officers. Operator's PFSO(s) shall cooperate with vessel security officers in the development of procedures for issuing and approving vessel-to-facility declarations of security, as applicable.

16. VESSEL RULES

Any vessel having business at the terminal facility, including its owner, operator, master and crew, shall be considered a Customer receiving access to and/or use of the terminal facility and/or terminal services of Operator subject to the provisions of this Schedule, including without limitation the security provisions set forth in section 15, above, and the access and use provisions referred to in section 27, below. In addition, all such vessels must abide by the following rules:-

16.1 VESSELS REQUIRED TO OBTAIN ALLOCATIONS:

No vessel will be permitted to berth at a wharf or berth facility of the VGT without having first made application for a berth allocation and without such an assignment met the regulatory requirements by the TM. Applications for allocation, in the form specified in paragraph (g) hereunder, must be made as

far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged, as well as specific information of the vessel concerned. The Operator does not guarantee berthing availability generally or the availability of any particular berth. Vessels arriving without prior arrangements may incur extra charges.

16.2 BERTH ALLOCATIONS:

Berth allocations are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the terminal operator to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel.

16.3 BERTH ASSIGNMENTS CONDITIONAL:

Berth assignments made by the terminal operator are subject to alteration and revocation in the following conditions:

Any vessel assigned a berth for any purpose other than to load or discharge cargo may be ordered to vacate such berth when the Terminal Operator, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo, or when it may disrupt the operations of the terminal operator.

Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Operator, at its sole discretion, determines congestion, operational disruption or excessive operational cost is threatened by reason of the delay and may be reduced or avoided by use of the berth by another vessel which is capable of cargo loading or discharge at the berth.

Whenever the Operator assesses a current or prospective berth congestion, conflict or disruption to the terminal operations, any vessel on berth may be required to work around-the-clock or at over-time expense. Should any vessel refuse to comply, the Operator may order the vessel to vacate the berth.

Any vessel ordered to vacate a berth in such circumstances will be assigned at Operator's discretion another berth if a satisfactory alternative is available at such time or shall be permitted to return to the original berth immediately after the second vessel has completed cargo operations or has vacated the berth for any other reason, provided the conditions which caused the original issuance of the order to vacate are deemed by the terminal operator to exist no longer.

All costs of extra or overtime labour, pilotage, shifting, tug-hire, linesmen or those of any description rising from the requirement of the TM under these rules shall be for the vessel's account.

16.4 VESSELS REQUIRED TO VACATE BERTHS:

The terminal operator, when issuing orders to vacate a berth shall provide the vessel with a reasonable period in which to comply. In no case, the Head Operations shall issue an order to the vessel no less than six (6) hours from the point the vessel is required to vacate the berth, unless an emergency circumstance requires vessel to vacate immediately.

16.5 REFUSAL TO VACATE BERTH:

Whenever an order to vacate a berth is made by the Operator under these rules and conditions, such order is refused or not complied with in the time specified, Customer hereby designates Operator as its agent for the limited purpose of removing the vessel and mooring it elsewhere, at Customer's risk and expense. The Terminal Operator may charge a penalty of €175.00 per hour for each hour, or part thereafter that the vessel remains on berth after such order has been issued or tendered to the vessel. In instances where the LOA of the vessel does not exceed 75 meters, a penalty charge of €46.00 per hour, or part thereof will be charged for such time that the vessel remains on berth after such order has been issued or tendered to the vessel. If the vessel fails to vacate when and as ordered by Operator, Customer shall be responsible for, and agrees to indemnify and hold harmless Operator from and against (including legal fees and costs), any loss, damage, expense, claim, liability, suit, fine and/or penalty resulting from such delay and/or failure to vacate.

16.6 ASSIGNEES LIABLE FOR DAMAGE:

All persons to whom berths have been assigned shall be responsible and liable to the Operator for any damage occurring to such assigned property while a vessel is berthing or departing, or any damage occurring during their tenancy and occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the Head Operations may immediately revoke the assignment to any such person without notice, and may refuse the use of any wharf, berth or other facility to any such person until the terminal operator has been fully reimbursed for any such damage.

16.7 LIABILITY OF THE TERMINAL OPERATOR ON BERTH ASSIGNMENTS:

The Operator does not warrant the depth of the water alongside the assigned or substitute berth when issuing berth assignments nor the safety of any berth. Operator shall not be responsible for providing charts or maps. Customer shall be solely responsible for all such matters, and all vessels shall proceed to berth solely at their own option, risk and expense.

Granting berth assignments to assignees does not guarantee labour or equipment to be provided to work vessels, nor allocation of sufficient labour or equipment for a maximum desired operation. Such assignment of labour and equipment is subjected to commercial arrangements with the terminal operator.

16.8 APPLICATION FOR VESSEL BERTH ALLOCATION:

All New Customers are requested to utilize the on-line application berthing system available on the Operator's website by completing and submitting the *On Line Berth Application Access Control* and *Shipping Line Details* (image of website shown below). On approval by the Operator, the New Customer will be given a user name and a password. A request for Vessel Berth Allocation shall be directed at the Operator's registered office and the Customer shall submit the application for vessel berth allocation by not later than four (4) days prior to vessel's arrival. Once such application has been processed, the Operator will inform the Customer via short message service (SMS) giving the Customer general details about the berth allocation, the time of arrival and the estimated duration of the berth allocation.

The Customer may also request the Operator to apply for Vessel Berth Allocation on its behalf, in which case the Operator reserves the right to charge the Customer additional expenses for such service.

Special Crane or Cargo Handling Equipment Required: The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for herein on this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of terminal operator charges as enumerated, and party responsible therefore. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestations to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Terminal operator for any financial loss suffered by the Terminal operator as a result of the agent's failure so to inform the terminal operator accurately.

Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Operator, it shall immediately notify the Operator. The Operator shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of terminal operator charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.

16.9 CANCELLATION OF BERTH:

Any Customer request for cancellation of berth must be given to the Operator in writing at least twenty four (24) hours in advance of when the vessel was expected to arrive; any failure to do so may result in extra charges.

16.10 VESSEL SECURITY OFFICERS:

The vessel's nominated vessel security officer (VSO), or officers, shall be identified to Operator, including to Operator's PFSO(s), prior to arrival of the vessel at the terminal facility. The VSO(s) shall liaison and cooperate with Operator's FSO(s) in the development of procedures for issuing and approving vessel-to-facility declarations of security, as applicable. Any plan deviations, security concerns and/or security incidents shall be reported fully and immediately by the vessel's VSO(s) to Operator's PFSO(s).

16.11 TRANSPORT MALTA COMPLIANCE:

All vessels must be in compliance with TM rules and regulations. If at any time the vessel is determined by TM to be nonstandard and/or not in compliance, and/or if terminal services are interrupted, delayed or cancelled by TM and/or master of the Port, Customer shall be liable for, and agrees to indemnify and hold harmless Operator from and against (including legal fees and costs) any resulting delay, loss, damage, expense, claim, liability, suit, fine and/or penalty.

16.12 CREW MEMBERS:

Vessel crewmembers must be ready to show valid identification including appropriate evidence of citizenship as required by Operator, Operator's facility security, TM, the law enforcement agencies of Malta, and the Malta Customs Service. Any shore leave or crew change-out at the terminal facility shall be subject to Operator's advance approval and the access and use provisions of section 27, below.

16.13 PASSENGERS ON BOARD:

Although the facilities are predominantly for Cargo Operations, the Operator is aware that the vessel owners allow passengers on board to accompany their cargo. The Customer is obliged to present to the Operator a complete and updated list of all passengers with accompanied cargo that will be discharged at the terminal prior to arrival. Similarly a complete and updated list of all passengers with accompanied cargo that will be loaded from the terminal must be submitted to the Operator prior to departure.

The Operator will not be held responsible for any errors or omissions in the passenger list. It is the responsibility of the Ship Owner to ensure that the list is correct.

It is the responsibility of the Ship Owner and Ship's Agent to ensure that Immigration Police and/or other Authorities as necessary, is informed of any passengers on board and follow the instructions that the same Immigration Police may issue from time to time.

16.14 READY TO LOAD/DISCHARGE:

Unless otherwise agreed in writing by Operator, all vessels shall, upon arrival, be fully prepared for loading and/or discharging, as applicable, without delay.

16.15 INSTRUCTIONS AND INFORMATION:

Customer shall provide to Operator prior to arrival of the vessel all information and instructions necessary for Operator's performance, including without limitation pre-stow plans, dock receipts and similar documents, information and instructions covering vessel loading, discharging, stowage and lashing, and information and instructions respecting the condition of any goods which require any special care and/or handling whatsoever.

16.16 SAFETY RULES AND GUIDELINES:

In addition, Customer and the vessel shall abide by the following safety rules and guidelines of Operator.

- All cargo gear certificates, including wire rope certificates, must be current, valid and available for inspection.
- The vessel's standing and running gear shall be inspected by Customer or the vessel's officers before Operator's performance of any terminal services, to insure that all such gear, including safety limit switches and alarms, is in safe and proper working order.
- Wire safety straps of not less than ¾" (three quarters of an inch) diameter shall be in place where required on swinging booms.
- A safe gangway equipped with stanchions and handrails and a safety net shall be maintained at all times. If approach steps are needed, they shall be fitted with rope stanchions or handrails a minimum of 33" (thirty three inches) high.
- Lighting must be adequate in all work and walking areas, including gangways.

- Decks and walkways must be kept unobstructed and free of debris, dunnage, oil, grease and all other potential slipping or tripping hazards. All walkways aboard the vessel must be solid and safe to walk on and without any hidden defects.
- Pontoons or hatch covers left in place must be properly secured. When stacked on deck, they shall have dunnage or other suitable material placed between tiers and be properly lashed with a 3' (three foot) clearance from hatch coverings.
- Folding hatch covers must be securely locked when open.
- All hatch and escape/access ladders/passageways must be in good condition with no bent or missing rungs or abnormal space between ladder sections. No cargo or goods must be blocking the ladders/passageways that need to be utilized by Operator. Customer will be held responsible for any delays should access for Operator's personnel be blocked and additional costs could be applicable to remove any obstructions especially if such obstructions could endanger the life of or cause any other harm or damage to the Operator's personnel.
- Ships' gear including ship gear boxes containing twist locks or other items provided by the Customer to the Operator and/or his contractors/employees for use during vessel operations must be safe, free from any potential hazards, not rusty, and without sharp edges that could constitute a hazard to the Operator and/or his contractors/employees.
- Any goods/cargo lifts/elevators aboard vessels should be clearly identified with proper luminescent markings and signage.
- An officer of the vessel shall be in attendance at all times during operations to monitor vessel trim and stability and to observe and/or be notified of any accident or damage. Customer shall be responsible for reporting any claim for Operator damage to the Operator's attending supervisor immediately and for acknowledging receipt of reports. If Operator has additional requirements for the vessel to improve working conditions, Customer and the vessel shall fully cooperate.
- Operator, at its sole discretion, reserves the right to refute any claims for accidents or damages occurring aboard vessels allegedly done by Operator's personnel if the Customer does not report the damage to the Operator's attending supervisor immediately and pass on the relevant reports.

16.17 GANGWAYS PROVIDED BY OPERATOR:

In consideration of Operator providing to Customer or the vessel a gangway for its/their use, Customer and the vessel agree as follows.

The equipment rental terms and conditions set forth in section 30, below, shall be applicable to the gangway(s) provided by Operator.

Customer shall be responsible for compliance with applicable laws and regulations.

Customer shall be responsible for all loss/damage to the gangway while being rented to and/or used by Customer, except to the extent such loss/damage is caused both solely and directly by the negligence of Operator, and shall promptly pay/reimburse Operator for the actual costs of repair/replacement.

Customer agrees to indemnify Operator (including legal fees and costs) from and against any loss, damage, expense, claim, liability and/or suit which in any way relates to and/or arises out of its rental and/or use of the gangway.

16.18 SECURITY & ADMINISTRATION FEE (SAF):

Customer shall be allowed free time and charged SAF as set forth on Operator's written quotation or, if no free time or SAF was given, at Operator's standard amounts and rates applicable thereto, which shall be provided upon request.

16.19 UTILITIES/SERVICES:

Operator does not guarantee the providing and/or continuity of any utilities or services to the vessel, nor their characteristics or compatibility with the vessel. Owner disclaims all liability arising from electrical service, including electrolytic action on the vessel.

16.20 WORK ON VESSEL:

Customer may perform minor maintenance work on the vessel while moored at the terminal facility, including through contractors upon consent from Operator, provided that all such work shall consist only of minor maintenance normally performed by the vessel's crew. No other work, including no "hot work," may be done on the vessel without Operator's prior written permission and Customer's full compliance with applicable permits, regulations and laws.

16.21 OILS, NOXIOUS SUBSTANCES AND GARBAGE:

The discharge of ballast, bilge or oil contaminated water, or any noxious liquid, sewage, garbage or debris, into slips, channels, rivers or other waters, or on land, at or around the terminal facility is strictly prohibited. Violators shall be subject to charges, penalties and fines, and in the event of a violation

Customer shall be solely responsible for coordination with TM and any other agencies and for all removal, clean-up and restoration in a manner consistent with applicable laws.

16.22 DAMAGE FROM OTHER VESSELS/FIRE:

Customer acknowledges that other vessels may be moored at the terminal facility and that Customer's vessel, goods and other personal property may become damaged thereby. Fire may originate on other vessels and/or at the terminal facility and spread to Customer's vessel, goods and other personal property. Customer shall be solely responsible for providing fire fighting equipment and for protecting its vessel, goods and personal property from any damage that might occur from fire, including from other vessels or the terminal facility. Notwithstanding anything herein to the contrary, it is specifically agreed that Operator shall not be responsible or liable for any loss/damage to the vessel caused by fire.

16.23 LOSS/DAMAGE TO VESSEL:

Operator is not responsible for loss or damage to vessels or other watercraft berthed at Operator's facilities, which shall at all times remain at owner's risk. Operator is not responsible for inspecting or caring for any vessel at the terminal facility, nor for securing or watching any such vessel. Operator is not responsible for providing any tie ropes, bumpers, fenders or other gear used for berthing, does not accept the vessel for storage and shall not otherwise be held responsible for the vessel under bailment or any other legal theory. All responsibility for watching, securing and protecting the vessel, and all liability for any loss/damage to the vessel, shall rest solely with Customer, except to the extent such loss/damage is caused both solely and directly by the negligence of Operator.

16.24 REPORTING:

Customer shall notify Operator of any instance of property damage or bodily injury relating in any manner to the berthing/moorage of any vessel and/or otherwise relating to Customer's access to and/or use of the terminal facility and/or terminal services of Operator. Customer shall promptly provide written accident reports and cooperate fully with Operator as to any investigation, including allowing the inspection of property and access to personnel.

16.25 ORDERS TO COMPLETE LOADING/DISCHARGING:

Operator may order any vessel to work continuously and complete loading/discharging promptly in order to alleviate current or prospective congestion at the terminal facility. Reassignment of berth, if any, shall be subject at Operator's discretion.

16.26 PARTICULAR TYPES OF VESSELS:

RO-RO VESSELS:

The parties agree that the loading/unloading of roll-on-roll-off vessels requires special experience, training and expertise, and that all such loading/unloading shall be performed under the direction and

control of Customer, in accordance with instructions, stability information, stow plans and cargo stability plans furnished by Customer, and subject to Customer's final review and approval. Customer shall be responsible for the fitness/suitability of all equipment rolling on and off the vessel and the setting, shifting and removal of loading/unloading ramps to/from the vessel. No act, comment or recommendation with respect thereto from Operator shall increase Operator's responsibilities or liabilities hereunder.

PASSENGER VESSELS:

All access to and/or use of Operator's terminal facility shall be subject to the provisions of this Schedule, including the security provisions of section 15, above, and the access and use provisions of section 27, above. Without limiting the foregoing, Customer, including the passenger vessel owner/operator, shall be responsible for assuring that all passengers stay within designated areas at the terminal facility and have been made aware of and obey Operator safety and other rules at all times. In addition, Customer, including the passenger vessel owner/operator as well as any passenger, specifically agrees that all benefits, defenses, exceptions, immunities and limitations upon liability available to the passenger vessel and/or its owner/operator with respect to any passenger baggage/luggage and/or injury, illness and/or death claims shall be extended to and for the benefit of Operator.

OTHER VESSEL TYPES:

Tugs, barges, lighter aboard ships, scows, lighters, fishing vessels, rafts, river craft, pleasure boats and yachts, etc. may not moor at the terminal facility without advance notice and the written permission of Operator. After completion of loading a vessel and Customer's inspection of the loading, stowing, lashing, securing, etc., Operator may request that Customer sign a separate, written Statement of Satisfactory Loading in which event such statement shall be deemed incorporated herein and applicable concurrently with this Schedule.

17. MOTOR VEHICLE RULES

Any truck/motor vehicle having business at the terminal facility, including its owner, operator and driver, shall be considered a Customer requesting and/or receiving access to and/or use of the terminal facility subject to the provisions of this Schedule, including without limitation the security provisions set forth in section 15, above, and the access and use provisions set forth in section 27, below. In addition, all such trucks/motor vehicles must abide by the following rules:

17.1 REGISTRATION, LICENSE AND INSURANCE:

All trucks/motor vehicles and their drivers, must be properly registered, licensed and insured by Customer to enter the port area and as required by the laws and regulations of Malta.

17.2 SAFETY RULES:

All trucks/motor vehicles, and their drivers, must abide by the following safety rules at all times while at the terminal facility:

- the speed limit within the terminal facility is 15kph, unless posted otherwise;
- come to a complete stop at all crossings and yield at unmarked crossings/intersections;
- yard equipment has the right of way at all times;
- do not try to pass behind yard equipment that is backing up;
- do not drive immediately next to containers in stacking rows;
- do not cut through container stacking rows;
- do not drive on the waterway apron and stay clear of vessel operations;
- stay back at least one container length when top pick/sidepick is in stacking row retrieving the container, and move forward only after top pick/sidepick backs out of the row;
- drivers must unlock chassis at the gate and remain inside their vehicle while in the yard;
- absolutely no passengers allowed in the vehicle;
- do not use electronic devices while driving, i.e. cellular phones, walkmans, headphones etc.;
- do not park motor vehicles other than in designated areas or in areas assigned by the Operator's security personnel as parking areas;
- do not enter or park within the Terminal facility with any non-cargo vehicles unless Customer has obtained prior permission from the Operator. Permissions for entry must be sent to permissions@vgt.com.mt. Entries are not always guaranteed;

- if you experience any problems or have any questions, seek assistance at the office or maintenance building, as applicable.
- Operator will not be held responsible for any damages to vehicles not parked in the designated areas or visitors' parking area.

17.3 LOSS/DAMAGE TO EQUIPMENT AND PROPERTY:

Customer shall be responsible for, and shall indemnify and hold Operator harmless (including legal fees and costs) from and against, all loss/damage to Customer's owned/leased equipment and personal property, including all of its owned/leased materials, supplies, tools, equipment, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds and other equipment and/or personal property, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other fault of Operator.

17.4 LOADING/DISCHARGING:

Customer shall be responsible for assuring that all trucks/motor vehicles, and chassis, trailers, etc., are fit and suited for safe loading and unloading, and that the goods are situated such that loading/discharging can be performed continuously and without interruption. The Operator reserves the right to charge the Customer extra costs incurred when vehicles fail to start and require towing. Unless otherwise agreed by Operator in advance and in writing, all loading/discharging shall be performed by Operator. The Customer shall stay in those areas designated by the Operator and is prohibited from boarding vessels unless they have obtained prior permission from the ship owner.

17.5 LOSS/DAMAGE TO PRIVATE-OWNED MOTOR VEHICLES:

Operator assumes no responsibility or liability whatsoever for privately owned vehicles loaded/unloaded through Operator's facilities, accompanied by their owner and not handled by the Operator.

18. NO INSURANCE FOR THE BENEFIT OF CUSTOMER

Operator does not provide any insurance whatsoever for the benefit of Customer, nor any insurance whatsoever covering Customer's goods, property or personnel.

19. LOSS/DAMAGE TO GOODS (CLAUSE PARAMOUNT)

The Carriage of Goods By Sea Act (Chapter 140 of the Laws of Malta) is fully incorporated into this Schedule and shall be applicable at all times the goods are, or are deemed, in the care, custody and/or control of Operator. Operator shall not be liable for any loss/damage to or in connection with the goods in an amount exceeding two hundred and fifty euro per package (as defined in section 2, above), or in the event of goods not in such packages per customary freight unit, unless a higher value for the goods has been declared in writing to Operator prior to the commencement of any terminal services whatsoever and Customer has paid increased rates/charges resulting from such declaration of higher value. Operator shall not be responsible in any event for any loss/damage to or in connection with the goods if the nature or value thereof has been knowingly misstated. Operator shall not be liable to Customer or any other respecting the goods except as set forth in this section 19, whether for loss,

damage, delay, shortage, misdelivery, failure to deliver or otherwise, and/or in tort, contract or other theory.

20. UNCONTROLLABLE CAUSES OF LOSS/DAMAGE/DELAY

Operator shall not be liable for any loss or damage or delay of goods, or any other injury which arises and/or results from any of the following: unseaworthiness, unless caused by want of due diligence; act, neglect or default of master, mariner or pilot in the navigation or management of a vessel; fire, unless caused by the actual fault and privity of Operator; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; any act of public enemies (including terrorism); arrest or restraint of rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Customer, its agent or representative; strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general whether or not the agents or employees of the Operator are involved; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; animals, insects, rodents or vermin; from wastage or decay, deterioration, evaporation, shrinkage or loss of quantity, quality, or value from inherent vice of product; or from fire, frost, heat, dampness, leakage, the elements, discharge or leakage from fire protection system, oxidation or rusting, collapse of buildings or structures, breakdown of plant or machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf; storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; failure of a utility service or transport network; or any loss, damage or delay arising as a result of insufficient notification, and any other cause arising without the actual fault and privity of Operator.

21. LIMITATION OF LIABILITY

The Operator shall not be responsible for any damage to cargo, containers, trailers and cars loaded at the facilities covered by this document after the cargo containers, trailers and cars are transferred and moved/shifted/removed from the holding areas by customer, consignees, shippers or their agents.

The Operator will not be responsible for any loss, damage or delay of merchandise, which may arise from any cause beyond its direct authority or control.

If and when others persons, other than the Operator, are permitted to perform services on the berths or premises of the Operator, they shall be liable for the injury of persons in their employment and shall also be held responsible for loss, damage or malicious acts or thefts by themselves or persons in their employment.

All such persons, corporations associations and the like shall be strictly liable and responsible for damage to property or for bodily or personal injury to, or for the death of, any person or persons, which may be caused or occasioned by any act or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Operator for any such loss, or damage to persons or property for which a claim is or may be, made against the Operator, and all such persons shall save and hold the Operator harmless from any and all such liability, together with all costs and expenses incurred by the Operator in investigating or defending claims therefore, including, but not limited to, court costs, expert's fees, and attorney's fees.

All parties using the Operator's berth facilities and equipment agree to do so entirely at their own risk, regardless of conditions, and agree to indemnify and hold the Operator harmless against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by the Operator, its agents and employees on account of any claim, suit or action made or brought against the Operator, its agents and employees, for the death of or injury to persons or destruction of property, its employees, agents and representatives, sustained in connection with the use of said berth facilities and equipment, except to the extent that any damage, loss or injury results from the negligent acts or omissions of the Operator, its employees or agents.

22. NO CONSEQUENTIAL DAMAGES

Operator shall not under any circumstances be liable to Customer or any other for any indirect, consequential or special damages of any type or nature whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

23. LOSS/DAMAGE CLAIMS

The following are agreed to be conditions precedent to any recovery from Customer for loss/damage to or in connection with the goods.

There shall be no right to recover until all amounts due to the Operator have been paid in full.

The goods must be carefully inspected by Customer immediately upon completion of terminal services and delivery (prior to the request for the Electronic/Manual Gate Pass Out) from Operator and any loss/damage evident at such time must be identified to Operator in writing and with particularity.

Unless written notice of loss/damage and the general nature thereof is given in writing to Operator upon completion of terminal services and delivery of the goods from Operator, or within three (3) days

thereafter if the loss/damage is not apparent at such time, delivery of goods from Operator shall be prima facie evidence of the delivery from Operator in good order, count and condition.

In the event of goods which have been delayed, lost or otherwise not delivered by Operator as contemplated, Operator must be given written notice of such delay, loss or non-delivery within fifteen (15) days from the date upon which the goods should have been so delivered.

Operator shall have a reasonable opportunity to inspect the goods, including their packing, packaging, etc., in the same condition as upon completion of terminal services and before any repair, alteration or destruction.

Operator will accept no responsibility for concealed damage nor for condition of packages, cases or other container whether or not receipts issued so state.

No responsibility shall be accepted beyond what is stated in the interchange report.

Interchange report 1 – -VGT Tally Sheet/Vessel Damage Notification Report

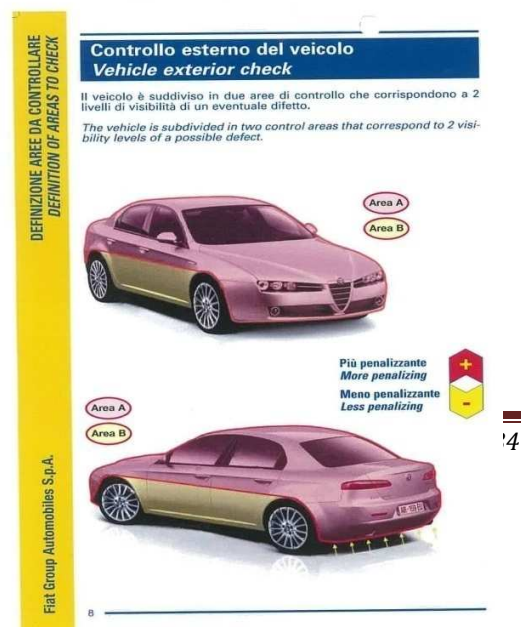
Interchange report 2 – Electronic/Manual Gate Pass out

In any event, Operator shall be forever discharged from liability for any loss/damage to or in connection with the goods unless a claim in writing is given to the Operator not later than six (6) months after date on which the goods are accepted by the Operator, giving such particulars of the claim as may be reasonably necessary, and the action is commenced within twelve months from the date aforesaid as provided in the Ports and Shipping Act.

24. PARTICULAR RULES RELATED TO NEW VEHICLES

24.1 CLAIMS FOR MISSING ITEMS

Consignees and Importers or their agents or representatives shall provide the Operator with a Specifications List at least 48 hours prior to any planned discharge of new vehicles at the terminal facility in order to enable the Operator to verify any claim of missing items during discharge and/or handling. Such list shall be provided for each vessel call when new vehicles are planned to be discharged at the terminal facility, and shall contain the specifications for each vehicle/model including but not limited to such items that are visible and can be easily removed. VGT will not accept any liability for missing items unless the Consignees and Importers or their agents or



representatives provide such Specification List for each new vehicle/model.

24.2 CLAIMS FOR DAMAGES

Shipping Agents or their representatives shall inform shipping lines that new vehicles shall not be parked at a side-by-side distance of less than sixty centimeters (60cm) and a front-to-rear distance of not less than thirty centimeters (30cm) during sea transportation.

24.2.1 The Consignee and the Importer or their agent or representative shall provide the bill of lading from the previous port of loading for each new vehicle to VGT before the issue of Interchange Report 1 (Tally Sheet) and Interchange Report 2 (Electronic/Manual Gate Pass Out).

24.2.2 Any external inspection carried out by the owner, importer or consignee or their representative at the compound of the terminal facility shall be carried out without cleaning, washing or rubbing off dirt, wax or dust the vehicle, at a distance of not less than fifty centimeters (50cm). Should the position of the damage be situated in area A, (view picture on previous page- upper part) then the damage must be visible beyond 50cm from at least one point. If the damage is situated in area B (lower part in yellow), then the damage must be visible beyond 50cm from at least 3 points. Any external inspection so carried out shall not be longer than 3 minutes. Any damage not visible without prior cleaning or washing, not visible at such distance and/or not visible within such timeframe shall be considered as not having been noticed during the external inspection prior to the release of Interchange Report 1 (the Tally Sheet).

24.3 PHOTOGRAPHS OF DAMAGES:

Customer make take time-stamped photographs of any damages as specified in 24.2.2 above only with the permission of the Operator's representative who must be present in the compound during the inspection. All photographs must be taken from a similar distance to the ones specified above. For damages in area B, three photographs must be taken from the three different angles. Customer is to include the time-stamped photographs with their subsequent claim.

24.4 The Operator will not accept liability for damages noticed after the vehicle has been moved by the consignee or importer or his agent or representative from its originally parked place in the compound of the terminal facility.

24.5 The Operator shall not accept liability for missing items or damaged new vehicles unless the Operator's representative is present on site to accompany the importer or consignee or their representative when importer / consignee or their representative is checking the vehicle at the terminal facility, and in all cases it shall be the responsibility of the importer / consignee or their representative or agent to request that Operator's representative be present during such inspection. Such request must be done in writing stating the date, time and details of the

representative present, through email at operations@vgt.com.mt in good time to ensure response and availability of Operator's representative.

24.6 Before the issue of a complete Interchange Report 1, VGT will inspect vehicles at their first point of rest, that is, the compound at the terminal facility, immediately after termination of vessel operation. If discharge is carried out in the dark or during the night time, such vehicles may be inspected by VGT up to 1200 (mid day) of the following working day.

24.7 The Operator hereby informs the Customer that the car compound and facilities are covered by CCTVs and any damages or incidents that occur whilst the new vehicles are within the facilities could be visible via CCTVs. The Operator will not be held responsible for any power failures or technical difficulties that could result in missing footage.

24.8 STRICTLY NO LIABILITY SHALL ATTACH TO VGT IN THE FOLLOWING CASES:-

24.8.1 Fine hairline scratches which can be polished out.

24.8.2 Scratches obviously resulting from manufacturing such as inside door openings extended beneath the weather strip.

24.8.3 Chips and scratches (not to bare metal) in low visibility areas that are small and can easily be rectified by brush touch-up; chips clearly resulting from broken paint nibs or runs; inside lower and leading edges of doors; forward portion of doors opening; side and inner edges of hoods, luggage or compartment lids; panel joints (such as spoiler) to lower side panel.

24.8.4 Welding, tool or grinder marks; outward dents or high spots; repetitive dents in same location of all vehicles except when associated with open doors of adjacent vehicles; dents which could not be caused without damage to other components such as behind bumpers.

24.8.5 Discolouration or cracks starting below the windscreen rubber caused by stress; interior scratches on window glass, lights, indicators or windscreen stress cracks from under the screen.

24.8.6 Adhesive and sealing materials; contaminants penetrating the wax or paint damage; normal industrial fallout or dirt.

24.8.7 Slight bumper misalignment without evidence of contact; misaligned body strips or other ornamentation; misaligned body panels without evidence of damage; bad finish or installation.

24.8.8 Dents and scratches on alloy wheels that are fitting damages; generally scratches/chips/dents to the inner rim of an alloy wheel that could not have occurred with an impact.

24.8.9 Punctures and flat tyres;

24.8.10 Damages in the internal areas of a vehicle that are security sealed.

25. SECOND HAND VEHICLES AND BOATS

25.1 The Operator accepts second hand vehicles and boats as is (*tale quale*). The Operator shall not be held responsible for missing items from second hand vehicles and boats and dents, scratches and damages (major or minor) whether these are exterior or interior items and damage to mechanical/electrical/electronic parts.

25.2 The Operator will not be held liable for missing personal effects placed within the second hand vehicles or boats by the Owner. The Customer is responsible to advise the Owner not to place any personal effects within the second hand vehicles or boats whilst same are in transit and unaccompanied by the Owner.

25.3 The Operator shall not be held liable for any damages, scratches and dents; whether major or minor, suffered by the vehicle during the discharge or loading of the unit on the vessel unless the Ship Owner or Customer can provide evidence that that the damages, scratched or dents occurred whilst being handling by the Operator whilst the unit was still on board – by providing the vessel's damage report.

25.4 Customer must ensure that all boat cradles are fitted with tow fixtures that are compatible to EU standards. Should Operator be unable to discharge due to incompatibility with terminal machinery, the vessel's representative will be informed to advise the Cargo Owner accordingly.

26. VEHICLES THAT FAIL TO START

The Customer is to ensure that all vehicles are able to start upon arrival to the Terminal or on the vessel berthed at the Terminal. The Operator will do its utmost to discharge such vehicles and additional charges could be applicable to the Customer for this service. The Operator will not be held responsible for vehicles that are unable to be discharged from a vessel because they were unable to start due to a mechanical/electronic/electrical failure, lack of fuel or lack of electrical charge if the vehicle is electrical. In such cases the Operator will inform the vessel's representative who in turn is responsible to inform the Cargo Owner accordingly.

27. CLAIM DOCUMENTATION

Customer's written notice of loss/damage to or in connection with the goods must include and attach copies of the following, as applicable: all bill(s) of lading, transportation agreement(s), receipt(s) and other document(s) identifying the goods, consignor, consignee, vessel, voyage, shipping date, etc.; all manifests, packing lists, stow plans, loading/discharge reports, tally/count sheets, cargo receipts, etc.; all agreements, invoices and receipts respecting any sale of the goods; all correspondence respecting the goods and/or their transportation; all inspections, surveys, time-stamped photographs, claim bills, invoices and statement of losses respecting the goods and/or the loss/damage being claimed, including documents supportive of any mitigation, salvage, market analysis and disposition efforts; and all other documents, instruments, records, data, drawings, time-stamped photographs and information of any kind or nature whatsoever which may be pertinent or helpful to an understanding of the nature of the goods, the particulars of their transportation and/or the loss/damage being claimed.

28. DUTY TO ACCEPT GOODS

Customer shall be responsible for accepting the goods, or having the goods accepted, from Operator upon completion of services and any inspection thereof requested by Operator, even if such goods are claimed to have suffered loss/damage. Customer shall not abandon any goods at the terminal facility or otherwise with Operator for any purpose or under any circumstances whatsoever.

29. REFUSED/ABANDONED GOODS

Operator reserves the right to hold, store, warehouse, register hypothecary rights, sell (publicly or privately) and/or dispose of any goods which are abandoned and/or refused by Customer or any shippers, carriers, consignees, etc., after due notice has been sent to relevant persons known to Operator and time for pick-up has passed, without further notice, at Operator's discretion and Customer's sole risk and expense.

30. ASSUMPTION OF RISK AND INDEMNITY

Customer specifically understands, acknowledges and agrees that any and all providing of, access to and/or use of the terminal facility and/or terminal services of Operator by or on behalf of Customer shall be at Customer's sole risk and expense. Aside from loss/damage to the goods themselves, as addressed in section 20, above, and elsewhere herein, Customer assumes sole responsibility for, and agrees to indemnify and hold Operator harmless from and against (including legal fees and costs), all other loss, damage, expense, claim, liability, suit, fine and/or penalty of any type or nature whatsoever which in any way arises out of and/or relates to any providing of, access to and/or use of the terminal facility and/or terminal services of Operator by or on behalf of Customer, including, without limitation, those respecting any loss/damage to the property of Operator, Customer or any other as well as those respecting the personal injury, illness and/or death claims of any person, including without limitation of

any agent, employee, representative, guest, invitee, vendor and/or subcontractor of Operator, Customer or any other, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other legal fault of Operator. In furtherance of the foregoing, Customer shall waive any immunity from suit, exclusivity of remedy and limitation upon liability which would have otherwise been afforded pursuant to any workers compensation act or similar law.

31. ACCESS AND USE

Any access to and/or use of the terminal facility and/or terminal services of Operator whatsoever by or on behalf of Customer shall be deemed Customer's express agreement with the provisions set forth in this Schedule, including without limitation the security provisions of section 15, above, and the access and use provisions of this section 27. Operator may request that Customer sign a separate, written Access Agreement, prior to such access/use or otherwise, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

31.1 NON-EXCLUSIVE:

All access to and/or use of the terminal facility and/or terminal services of Operator by or on behalf of Customer is agreed to be non-exclusive and for the limited purpose requested by Customer and agreed by Operator. Customer understands and acknowledges that activities by Operator and others will be ongoing at the terminal facility, and that such activities may be dangerous to those participating and others. Customer, including its employees, subcontractors, agents and invitees, agrees to not interfere with any operations being conducted at the terminal facility and to not create any danger or safety hazard whatsoever at the terminal facility. Unless otherwise specifically agreed by Operator in advance, all access and use of the terminal facility shall be restricted to normal working hours.

31.2 INSPECTION:

Operator makes no warranties whatsoever with respect to the terminal facility or Customer's access or use thereof. If Customer believes there is any problem as to safety or suitability, and/or if any such problem develops during Customer's access or use, Customer shall immediately cease all of its operations and notify Operator. If the condition cannot be changed by mutual agreement so as to assure safety and suitability to Customer's satisfaction, Customer shall promptly withdraw its materials, supplies, tools, equipment, personal property, employees and subcontractors and its requested access/use shall be deemed voluntarily terminated. Once Customer begins any access or use of the terminal facility whatsoever, or continues to conduct operations at the terminal facility, it shall be irrevocably presumed that the terminal facility was inspected and accepted by Customer as both safe and suitable for its operations.

32. COMPLIANCE

Customer, including its employees, subcontractors and invitees, shall conform with all laws and regulations and standard operating practices and procedures applicable to Customer's operations, and shall be responsible for any violation of the same.

33. OBSERVANCE OF HEALTH AND SAFETY REGULATIONS APPLICABLE BY LAW AND IMPLEMENTED BY THE OPERATOR

Customer shall be fully responsible for assuring that all of its employees, subcontractors and invitees learn and obey Operator's safety and other rules, whether posted, given in writing, set forth herein and/or advised verbally, and that all such persons otherwise wear hard hats, safety vests and other personal protective equipment as required by Operator. Non-observance of the above could lead to the Operator requesting the Customer to leave the premises immediately.

34. CLEAN UP

Customer shall remove all of its materials, supplies, tools, equipment, personal property, employees and subcontractors from the terminal facility daily, and shall otherwise keep all areas used by Customer clean and free of debris. Customers are to fully observe the Environment Protection Act 2016 and to provide the Operator with a waste management plan as and when required.

35. NO SECURITY

Operator does not provide any security for the materials, supplies, tools, equipment or personal property of Customer or any others at the terminal facility. Customer shall be solely responsible for the security of all such items, including those of its employees, subcontractors, agents and invitees, and is cautioned to watch the same carefully and remove all such items on at least a daily basis and store them safely elsewhere.

36. DAMAGE TO PROPERTY

Customer shall be responsible for, and shall indemnify and hold Operator harmless (including legal fees and costs) from and against, all loss/damage to Customer's owned/leased equipment and personal property, including all of its owned/leased materials, supplies, tools, equipment, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds and other equipment and/or personal property (but not the "goods" as defined in section 2, above, the loss/damage of which goods is addressed in section 19, 23 and 24 above, and elsewhere herein), howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other fault of Operator. In addition, Customer shall be responsible for, and shall indemnify and hold Operator harmless (including legal fees and costs) from and against, any loss/damage to the personal property of others at the terminal facility, including the personal property of Operator, which in any way arises out of and/or relates to Customer's access and/or use of

the terminal facility or terminal services. Customer agrees that in the event such loss/damage to the property of Operator or others occurs, it shall immediately notify Operator and, after obtaining Operator's consent to proceed, repair/restore the damaged property to its pre-existing condition with no reduction for depreciation. If Customer fails to do so, Operator may, in which event Customer shall pay/reimburse actual costs to accomplish this plus fifteen percent (15%).

- i. A sample copy of the Operator's standard waiver form relating to hire of equipment is being provided hereunder.

"Agreement dated today	of	20--
Between on the one part:-		
Valletta Gateway Terminals Limited (C 38888) having its registered office at Triq Belt il-Hazna Marsa hereinafter referred to as "the Hirer";		
And		
[-]		
hereinafter referred to as "the Owner";		
The Hirer hereby agrees to hire from the Owner equipment upon the terms and subject to the conditions hereinafter:		
The Owner shall be solely responsible for and hold the Hirer fully indemnified against all claims, demands and liabilities, losses, damages, proceedings, costs and expenses, which may be brought against or incurred by the Hirer as a result of any accident involving the equipment so hired (other than death or personal injury resulting from the negligence of the Hirer, its employees or agents);		
The Owner shall provide equipment to the Hirer which has the necessary certifications from the relevant authorities and which is regularly serviced and maintained in accordance with manufacturers' recommendations and other norms and standards having regard to the purpose for which it will be used by the Hirer; pay or reimburse to the Hirer the cost of any necessary or immediate repairs or replacements; provide and pay for all parts and accessories which require to be replaced while it is being so hired; and in the even that the equipment becomes temporarily in-operative, make available equipment within 24 hours;		
The Owner shall during such time as the equipment is hired to the Hirer keep the equipment (including any replacement equipment) insured against loss or damage from all risks.		
[-]		

on behalf of the Hirer
[-]
on behalf of the Owner”.

37. PERSONAL INJURY

Customer assumes responsibility for any bodily/personal injury, illness and/or death of its employees (including those of its subcontractors), and agrees to indemnify and hold Operator harmless (including legal fees and costs) of and from the same. In addition, Customer assumes responsibility for, and agrees to indemnify and hold Operator harmless (including legal fees and costs) of and from, any bodily/personal injury, illness and/or death of any other person at the facility which arises out of or is in any way connected with Customer's access and/or use of the terminal facility or terminal services. The foregoing indemnification shall be deemed to include any claim or suit by any employee (present or former) of Customer, and in furtherance thereof Customer waives any immunity from suit, exclusivity of remedy and limitation of liability under any workers compensation act or similar law.

38. NOTIFICATION

Customer shall notify Operator immediately of any bodily and/or personal injury, illness and/or death, or of any property damage, related in any way to its access to or use of the terminal facility or terminal services. Customer shall promptly provide Operator with written accident reports and shall cooperate fully with Operator with respect to any investigation, including allowing inspection of personal property and access to personnel.

39. EMPLOYERS' LIABILITY INSURANCE

Customer shall be responsible for maintaining employers' liability insurance, on all of its employees (including those of its subcontractors and upon himself or herself if Customer is an individual), but neither Customer nor its workers compensation insurer shall have any right of action against Operator for subrogation or reimbursement of any payments made pursuant to that policy (including within any policy deductible).

40. PUBLIC LIABILITY INSURANCE

Customer shall also be responsible for procuring and maintaining public liability insurance for personal injuries and property damage with respect to Customer's access to or use of the terminal facility and/or terminal services, including contractual liability coverage for Customer's liabilities and obligations as set forth above. Such insurance shall name Operator as an additional insured and be endorsed to waive

subrogation against Operator and to be primary to any insurance of Operator. Customer shall evidence this insurance by providing Operator with a certificate of insurance prior to any access to or use of the terminal facility and/or terminal services.

41. WAIVER OF SOVEREIGN IMMUNITY

Customer, in partial consideration for the terminal services being performed, agrees to waive any right to claim and/or defense of sovereign immunity with respect to any monetary amount, loss, damage, expense, claim, liability, suit, fine and/or penalty due from Customer to Operator hereunder.

42. CONSENT AUTHORIZATION AND GRANT

Customer acknowledges that, from time to time, the Operator may wish to take photographs, video, audio or other recordings which may capture the Customer or its employees, agents or representatives or property pertaining to or in the possession of the Customer which images may be used both internally and externally, for administrative purposes and/or for purposes associated with, but not limited to, claims or potential claims against the Operator. Customer unconditionally and irrevocably consents, authorizes and grants to the Operator the right to collect, use and disclose such images for the purpose aforementioned or for any other purpose connected therewith or ancillary thereto. Further more Customers may not take any photographs, video, audio or other recordings without the express written permission of the Operator.

43. EXTRA HEAVY LIFTS

Extra heavy lifts are intended for cargo with a deadweight over 50 tons. Super heavy lifts are lifts intended for cargo with deadweight over 1000 tons.

The following terms and conditions shall apply with respect to all heavy lift services provided by Operator:

43.1 PORT CAPTAIN/SUPERVISION:

It is a condition precedent to Operator assisting with any extra heavy lift project that Customer provides, at its expense, a port captain or other representative with knowledge and expertise regarding the items to be lifted as well as any vessel involved and its equipment/gear and stevedoring practices respecting the loading/unloading of such extra heavy and/or unique items. Customer's representative shall inspect all equipment and gear to be used for the lift (including those from Operator), shall ascertain whether or not all such equipment and gear is safe and suitable, shall direct the placement of all lifting bars, spreaders and slings, shall inform Operator in advance of any special requirements applicable to such items and/or their handling, and shall be present at all times during the lift.

43.2 COMPLIANCE WITH RECOMMENDATIONS:

If Operator makes any recommendations, suggestions or proposals regarding the lift, Customer understands and agrees that Customer and its representative shall nonetheless be responsible for reviewing all such recommendations, suggestions and proposals of Customer and otherwise for the inspection and approval of all equipment, gear and procedures being used. Customer shall be solely responsible for the final selection of all equipment, gear and procedures, for identifying all weights, lifting points, balances and centers of gravity, and for giving final approval upon all such matters before commencement of the lift.

43.3 ACCESS/USE:

All Customer access to and/or use of Operator's facility or services, for purposes of extra heavy lift or otherwise, shall be subject to the provisions of this Schedule, including without limitation the security provisions of section 15, above, and the access and use provisions of section 27, above.

43.4 RATES AND CHARGES:

Customer shall pay for extra heavy lift services as identified on Operator's written quotation or other document, which quotation or other document from Operator shall be deemed accepted by Customer upon commencement of any performance by either party, including without limitation any access to and/or use of the terminal facility and/or terminal services of Operator whatsoever by or on behalf of Customer. Upon any such acceptance, Operator's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Customer for a particular terminal service, the applicable rate/charge shall be Operator's standard rate/charge therefore, which standard rate/charge shall be provided to Customer upon request.

43.5 PERSONNEL, LABOUR, EQUIPMENT AND GEAR:

Operator shall provide personnel, equipment and gear as requested by Customer and agreed by Operator on its written quotation or otherwise. The charges set forth on Operator's written quotation are based upon information provided by Customer; if any such information proves to be inaccurate or incomplete, if Customer's actions cause delay and/or if the project otherwise requires additional time, personnel or equipment to be safely or efficiently accomplished, Operator shall have the right to take additional time and/or employ such additional personnel, equipment and/or gear as Operator deems necessary, and Customer shall pay for such additional time, equipment, gear and/or personnel at Operator's current standard charges for the same. In addition, Customer may request additional equipment, gear and/or personnel from Operator at any time, with all such additional equipment, gear and personnel to be provided subject to the terms and conditions set forth herein.

43.6 INVOICE, PAYMENT AND INTEREST:

Unless otherwise agreed by Operator, payment shall be made in Euro without deduction or setoff thirty (30) days from the date of Operator's invoice. Sums which are due Operator but which have not been paid shall accrue interest at the highest rate applicable under Maltese law from date due until paid to Operator in full.

43.7 OPERATOR'S WARRANTIES:

Customer acknowledges that all equipment and gear provided shall be used and provided strictly on an as-is basis. Operator warrants only that the equipment and gear it provides shall be in good working order and condition at the commencement of the project. Customer specifically waives all other warranties respecting the equipment and gear of Operator and agrees that Operator shall not be held to any other warranty whatsoever regarding its equipment and gear, express or implied, including, without limitation, any warranty that the equipment and gear is free from latent defect and/or any warranty of merchantability, fitness/suitability for any particular purpose/use and/or workmanlike service.

43.8 LIABILITY AND INDEMNITY:

Operator shall be liable only for the following matters:

- loss/damage to its owned/leased crane(s) to the main hook up but not down;
- bodily injury, illness and/or death of its employees to whom it issues paychecks; and
- loss/damage to the goods being lifted/handled hereunder, as set forth in above, and elsewhere herein.

Other than the points directly above, Customer shall be liable for, and agrees to indemnify and hold Operator harmless (including legal fees and costs) from and against, any loss, damage, expense, claim, liability, suit, fine and/or penalty in any fashion arising out of or relating to the lift regardless of how caused. The foregoing specifically includes but is not limited to indemnification for the bodily injury, illness and/or death claims of Customer's employees and the employees of Customer's subcontractors, and to that end Customer agrees to waive any immunity from suit and/or exclusivity of remedy afforded under any workers compensation act or similar law. In no event shall Operator be responsible for special or consequential damages of any type or nature whatsoever, even if the possibility of such damages may have been foreseeable.

43.9 INSURANCE:

It is a further condition precedent to this agreement and a direct factor in the rates being charged that Customer provides, at its expense including deductibles, the following insurances from commencement until completion of the project, to cover the allocation of liability set forth above and to otherwise protect the parties:

43.9.1 First party property/cargo or cargo legal liability upon the item(s) being lifted to its/their full actual market value plus freight and insurance, with such policy to be specifically endorsed to provide a waiver of subrogation in favour of Operator;

43.9.2 Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Customer's obligations hereunder, with minimum limits of Eur 1,000,000 and waiver of subrogation in favor of Operator;

43.9.3 Employers' liability insurance upon its employees and the employees of its subcontractors, if any. In addition, Customer shall also arrange for the owner/operator of any vessel utilized to receive transport and/or delivery goods to provide a waiver of subrogation in favor of Operator on the vessel's hull and machinery and protection & indemnity insurances. Customer shall indemnify and hold Operator harmless (including legal fees and costs) from and against any loss, damage, expense, claim, liability and/or suit resulting from Customer's failure to provide an insurance as required and/or resulting from the failure of any such insurance, including without limitation exposure to loss, damage, expense, claim, liability and/or suit which would have been covered had insurances been procured and maintained as required.

44. EQUIPMENT INTERCHANGE

44.1 BASIC AGREEMENT:

Operator owns/leases containers, platforms, flatracks, chassis, trailers and other such equipment used in the transportation of cargoes with respect to its business, and from time to time has the need to exchange such equipment to the care, custody and control of motor and other carriers. Operator shall release to Customer, and Customer shall accept from Operator, full care, custody and control over such equipment as identified on the relevant interchange certificate, inspection report, equipment receipt or other, similar, written instrument executed by the parties pursuant to the terms and conditions set forth herein.

44.2 ACCESS/USE:

All Customer access to and/or use of Operator's facility or services, for purposes of equipment interchange or otherwise, shall be subject to the provisions of this Schedule, including without limitation the security provisions of section 15, above, and the access and use provisions of section 31, above.

44.3 RATES AND CHARGES.

Customer shall pay for use of the equipment upon the rates and charges on Operator's written quotation or other document, which quotation or other document from Operator shall be deemed accepted by Customer upon commencement of any performance by either party, including without limitation any access to and/or use of the terminal facility and/or terminal services of Operator whatsoever by or on behalf of Customer. Upon any such acceptance, Operator's written quotation or

other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Customer for a particular terminal service, the applicable rate/charge shall be Operator's standard rate/charge therefore, which standard rate/charge shall be provided to Customer upon request.

44.4 OTHER CHARGES; PENALTIES, FINES, ETC.:

Customer shall be responsible for all charges, penalties, fines, tax and any other amounts accruing subsequent to delivery of equipment from Operator and prior to redelivery, which in any way relate to and/or arise out of Customer's use or operation of such equipment.

44.5 TITLE AND OWNERSHIP:

Equipment exchanged hereunder shall at all times remain the property of Operator, and Customer shall not acquire any ownership right, title or interest to the equipment.

44.6 INSPECTION AND WAIVER OF WARRANTIES:

Customer acknowledges that all equipment from Operator is used and exchanged strictly on an "as-is" basis. Customer shall have full opportunity to inspect the equipment (or have equipment inspected by a technician of its choice) prior to delivery, and shall be solely responsible for determining its fitness and suitability for Customer's intended use and operation. Any comment, recommendation or advice from Operator with respect to the equipment or its use, written or oral, is agreed to be informal and shall not create any responsibility or warranty of Operator other than as set forth herein.

Customer specifically waives all warranties respecting the equipment and operator shall not be held to any warranty whatsoever regarding the equipment, its condition and/or use, express or implied, including, without limitation, any warranty that the equipment is free from latent defect as well as any warranty of seaworthiness, merchantability and fitness/suitability for any particular purpose/use.

44.7 DELIVERY:

After inspection and upon acceptance of equipment by Customer, the parties shall execute the delivery portion of a interchange certificate, inspection report, equipment receipt or other, similar, written instrument (a "Certificate") with such Certificate to thereafter be deemed fully incorporated herein. By execution of such a Certificate, Customer specifically acknowledges acceptance of equipment in good and safe condition, and waives any right it may have to claim against Operator thereafter in any way relating to the condition or suitability of delivered equipment. Equipment shall be deemed delivered on the date and time and at the place set forth on the Certificate, with full care, custody, control and responsibility for the equipment and associated liabilities to pass from Operator to Customer on said date and time.

44.8 REDELIVERY:

Customer shall return equipment in the same good condition as when received and at the place designated on the Certificate, less normal wear and tear. Upon return, the parties shall jointly inspect the equipment and note deficiencies in condition and/or damages which may have occurred subsequent to delivery. Upon acceptance of returned equipment by Operator, the parties shall execute the redelivery portion of the Certificate, with equipment deemed redelivered on the date, time and at the place set forth on the Certificate once executed by both parties.

44.9 RESPONSIBILITIES:

44.9.1 Care, Custody and Control.

Immediately upon delivery, full responsibility, care, custody and control of the equipment, including without limitation duty to insure and responsibility for associated liabilities, losses and claims as set forth herein, shall pass from Operator to Customer. Thereafter, Customer shall maintain complete care, custody and control over equipment until Operator has accepted the equipment at redelivery by execution of the redelivery portion of the Certificate.

44.9.2 Maintenance.

Customer shall be responsible for the maintenance and repair of the equipment delivered to it, and shall redeliver equipment in the same good condition as when received, less normal wear and tear.

44.9.3 Compliance.

Customer shall at all time comply with all applicable laws regulations, procedures and health & safety instructions with respect to equipment provided hereunder, and, further, shall operate/use equipment in accordance with applicable principals of carrier responsibility to the public and government authority.

44.9.4 Notification.

Immediately following any casualty, accident, damage and/or loss relating in any way with equipment exchanged hereunder, Customer shall furnish Operator with the full particulars thereof, including copies of reports available.

44.9.5 Hazardous Cargo.

Customer shall not use equipment for the transportation of cargoes hazardous or dangerous in nature without the prior consent of Operator.

44.9.6 Lost or Destroyed Equipment.

In the event equipment is lost or destroyed following delivery thereof to Customer, Customer shall immediately inform Operator in writing of the incident, including all details relating thereto. Operator shall advise Customer as to the equipment's replacement value and charges accrued hereunder, with

such charges to run up until redelivery or acceptable replacement/reimbursement. Any failure of Operator to so advise shall not lessen Customers responsibilities hereunder.

44.9.7 Passing On.

Customer shall not permit equipment to go out of its care, custody and control without the prior written permission of Operator, and then only to the extent so allowed. Customer shall be fully and solely responsible for equipment provided hereunder, regardless of whether it passes equipment to others.

44.9.8 Liability and Indemnity.

Customer shall be responsible for, and shall indemnify and hold Operator harmless of and from (including legal fees and costs), any loss, damage, expense, claim, liability, suit, fine and/or penalty caused by or in any way arising out of and/or relating to Customer's use, operation, maintenance, storage, repair, care, custody, control and/or possession of equipment provided to Customer hereunder, including, without limitation, any damage to or loss of property (including, without limitation, the equipment and any cargoes being transported therein or therewith) and any personal injury, illness and/or death relating in any way to such equipment. The foregoing shall include, without limitation, Customer's obligation to indemnify Operator of and from personal injury, illness and/or death claims of Customer's employees (including former employees and employees of its subcontractors); in furtherance of the foregoing, Customer agrees to waive any exclusivity of remedy or limitation of liability provided under any workers compensation act or similar law.

44.9.9 No Hypothecs:

Customer shall place nor allow any hypothec whatsoever upon the equipment, and shall indemnify and hold Operator harmless (including legal fees and costs) of and from any hypothec upon the equipment arising out of the acts or omissions of Operator.

45. EQUIPMENT RENTAL

The following terms and conditions shall apply with respect to the rental of any equipment to Customer, other than equipment interchanged.

45.1 ACCESS/USE:

All Customer access to and/or use of Operator's terminal facility and/or services, whether for delivery, use, redelivery of the equipment or otherwise, shall be subject to the provisions of this Schedule, including without limitation the security provisions of section 15, above, and the access and use provisions of section 27, above.

45.2 RATES AND CHARGES:

Customer shall pay rent for the equipment as identified on Operator's written quotation or other document, which quotation or other document from Operator shall be deemed accepted by Customer

upon commencement of any performance by either party, including without limitation any access to and/or use of the terminal facility and/or terminal services of Operator whatsoever by or on behalf of Customer. Upon any such acceptance, Operator's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Customer for a particular terminal service, the applicable rate/charge shall be Operator's standard rate/charge therefore, which standard rate/charge shall be provided to Customer upon request.

45.3 INSPECTION:

Customer acknowledges that all equipment from operator is used and exchanged strictly on an "as-is" basis. Customer shall have full opportunity to inspect the equipment (or have equipment inspected by a technician of its choice) prior to delivery, and shall be solely responsible for determining its fitness and suitability for Customer's intended use and operation. Any comment, recommendation or advice from Operator with respect to the equipment or its use, written or oral, is agreed to be informal and shall not create any responsibility or warranty of Operator other than as set forth herein.

Customer specifically waives all warranties respecting the equipment and operator shall not be held to any warranty whatsoever regarding the equipment, its condition and/or use, express or implied, including, without limitation, any warranty that the equipment is free from latent defect as well as any warranty of seaworthiness, merchantability and fitness/suitability for any particular purpose/use.

45.4 DELIVERY:

The equipment shall be deemed delivered to Customer, and the rental term shall commence, upon any use of the equipment whatsoever by Customer, wherever it shall be. Customer shall be solely responsible for arranging, supervising and paying for any loading, transportation and/or unloading of the equipment and during all such periods of time the equipment shall be deemed used by Customer and in Customer's care, custody and control. All transportation and related services arising during the rental term shall be deemed for Customer's benefit, regardless of whether provided and/or arranged by Operator, in which event it is agreed that Operator is acting as Customer's agent. All risk of loss and damage arising during and/or related to such transportation and related services (including stowage, securing and transit) shall be deemed included within the risk of loss/damage transferred to Customer upon delivery.

45.5 RISK OF LOSS:

Upon delivery of the equipment to Customer, all risk of loss of and/or damage to the equipment and all liabilities arising from the use and/or operation of the equipment shall pass to Customer and shall thereafter remain with Customer until the equipment is redelivered to Owner as set forth herein, regardless of how such loss and/or damage arises or occurs.

45.6 REDELIVERY:

The equipment shall be returned to Operator for redelivery at the redelivery location identified by Operator, at Customer's sole risk and expense, including loading, transportation and unloading, etc., as applicable. Redelivery shall not be deemed to have occurred, and the rental term and accrual of rent shall continue, until the equipment is redelivered to Operator in the same condition as upon delivery, less ordinary wear and tear not correctible through routine maintenance; routine maintenance shall include inspection, corrosion protection, lubrication, repair and replacement of worn parts with new parts of like kind. Should Customer fail to redeliver the equipment or any part thereof as required, Customer shall be obligated to immediately pay Operator the full actual market value for such equipment.

45.7 OPERATION AND MAINTENANCE:

At all times during the rental term and until redelivery, Customer shall be solely responsible for providing trained operators for the equipment and assuring that the equipment is at all times operated properly and are not subjected to any careless, rough or improper use whatsoever. Customer shall be solely responsible for maintaining the equipment and all parts thereof during the rental term at its sole risk and expense and in conformity with factory recommendations as well as good industry practice. Customer shall not alter or modify the equipment without Operator's prior written consent.

45.8 OWNERSHIP AND HYPOTHECS:

Title to and ownership of the equipment shall remain with Operator at all times. Customer shall not impair such title, shall not represent to any person that it owns or has ownership rights to the equipment, nor shall Customer attempt to mortgage, pledge or use the equipment as collateral under any circumstance. Customer shall not remove, deface or conceal any signs or markings which identify the equipment as being owned by Operator, and Customer shall maintain any such signs and markings on the equipment at the time of delivery at its expense. Customer shall not allow any levy, hypothecs or encumbrance upon the equipment and shall immediately notify Operator if any levy or seizure is threatened or occurs; in such an event, Customer shall also, at its expense, either promptly cause any such levy or seizure to be released and/or shall cooperate with Operator to effect such prompt release, at Operator's option but Customer's expense including legal fees and costs.

45.9 INSURANCE:

Customer shall, at its expense including deductibles, procure and maintain the following insurances for the full rental term:

45.9.1 all risk direct property insurance upon the equipment to its full actual market value(s), providing coverage while on land, afloat, in transit or at rest anywhere in the world, and for particular and general average risks; and

45.9.2 broad form public liability insurance covering bodily injury and property damage risks, with such insurance to be specifically endorsed to include contractual liability coverage for this agreement and to have minimum limits of Eur 1Million

45.9.3 Each insurance shall name Operator as an insured and be endorsed to waive subrogation against Operator and to be primary to any insurance of Operator. The insurance identified at (1), above, shall name Operator as co-loss payee and sole loss payee in the event of a total or constructive total loss. Customer shall provide Operator with certificates confirming its compliance with the foregoing prior to delivery of the equipment.

45.10 LIABILITY AND INDEMNITY:

Customer shall be responsible for, and shall indemnify and hold Operator harmless (including legal fees and costs) from and against, any loss, damage, expense, claim, liability and/or suit of any nature whatsoever and howsoever caused relating to the equipment and/or its use and/or operation during the rental term or otherwise as a result of Customer's obligations hereunder. In furtherance thereof, Customer shall waive any immunity from suit and exclusivity of remedy afforded by any workers compensation or similar law.

45.11 DEFAULT:

Customer shall be deemed in default hereunder if any one or more of the following occur: Customer fails to pay rent when and as due; the equipment or any part thereof is damaged and not promptly repaired/restored/replaced as required; Customer files or has filed against it any sort of bankruptcy, enters into any general assignment for the benefit of creditors or has a receiver appointed for it; and/or Customer breaches any term or condition hereof. In the event of default, Customer shall be obligated to immediately redeliver the equipment. If Customer fails to do so, Owner may retake the equipment wherever it shall be, as Customer's agent and at Customer expense and Customer shall cooperate fully with respect thereto.

46. STORAGE AND WAREHOUSING

The following terms and conditions shall apply with respect to any storage or warehousing terminal services. Operator may request that Customer sign a separate, written Warehouse Receipt, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

46.1 ACCESS/USE:

All Customer access to and/or use of Operator's facility or services, for purposes of storage/warehousing or otherwise, shall be subject to the provisions of this Schedule, including without limitation the security provisions of section 15, above, and the access and use provisions of section 27, above.

46.2 RATES AND CHARGES:

Customer shall pay for storage and/or warehousing services upon the rates and charges on Operator's written quotation or other document, which quotation or other document from Operator shall be deemed accepted by Customer upon commencement of any performance by either party, including without limitation any access to and/or use of the terminal facility and/or terminal services of Operator whatsoever by or on behalf of Customer. Upon any such acceptance, Operator's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Customer for a particular terminal service, the applicable rate/charge shall be Operator's standard rate/charge therefore, which standard rate/charge shall be provided to Customer upon request.

46.3 WARRANTIES:

Customer warrants that it is the owner and/or has lawful possession of the goods and that it has sole legal right to store and thereafter direct the release and/or delivery of the goods. Customer agrees to indemnify and hold harmless (including legal fees and costs) Operator of and from any claim by others relating to the ownership, storage and release of the goods, and/or any other services provided by Operator.

46.4 HYPOTHEC:

Operator shall have the right to register a special hypothec, subject to the application of the laws of Malta, upon all goods and property deposited with it by Customer hereunder and upon the proceeds from the sale thereof for all charges provided herein, including charges for storage, handling, processing, transportation and/or labor and all other charges and expenses relating to all lots of the Customer's goods stored any time in the terminal facility, and also for all reasonable charges and expenses for notice, advertisement and sale of the goods where default has been made, and for all costs, including legal fees and costs, incurred in enforcing such hypothec, collecting charges or defending itself in the event Operator is made party to any litigation concerning such goods and/or property. This hypothec may be enforced at any time. In addition, Customer grants a security interest to Operator in the goods and all proceeds derived from the goods in a maximum amount of Eur 12,000 for all charges and expenses other than described above (including money advanced and interest), whether incurred before or after delivery, and Customer agrees to execute and deliver all such documents as may be required to perfect such security interest. If goods are transferred from one party to another, and should the charges relating to such goods not be paid in full on the date of such transfer, the hypothec for such charges shall attach to the goods retained by the transferor and to goods transferred to the transferee. Operator may require a transferee to acknowledge such hypothecary rights prior to such transfer. In the event a proceeding is brought by one party against the other to enforce any provisions herein, the substantially prevailing party shall be entitled to legal fees and costs.

46.5 TERMINATION:

Operator may, upon thirty (30) days notice to Customer, with or without cause, require removal of the goods or any portion thereof and payment of all charges, whether or not there has been default. If the goods are not removed, Operator may sell the goods and exercise any other rights it may have by law. Without limiting the foregoing, Operator may require the removal of the goods or any portion thereof upon ten (10) days notice if in its opinion the goods have or may have deteriorated in value to less than the amount of Operator's hypothec on such goods.

46.6 LIABILITY OF OPERATOR:

Operator shall be responsible for exercising reasonable care under the circumstances with respect to stored/warehoused goods, and shall not be liable for any loss, damage or injury to the goods that could not have been avoided by the exercise of such reasonable care. In the event of loss, damage, shortage, failure to deliver and/or misdelivery involving any such goods for which Operator is liable, Operator shall be responsible only to the extent of the actual cost to repair, restore and/or replace such goods or a maximum of Eur232.94 per unit or package for such goods, whichever is less. If Customer has declared a higher value in writing, on the warehouse receipt or otherwise, and Customer has accepted the same, Operator shall be responsible only to the extent of such declared higher value for such goods or the actual cost to repair, restore and/or replace such goods, whichever is less. An excess valuation charge shall be assessed in the event a higher value is declared by Customer. Customer agrees that the foregoing shall be its exclusive remedy against Operator for any claim or cause of action whatsoever relating to the goods or services hereunder. In no event shall Customer be entitled to receive any special, incidental or consequential damages of any type or nature.

46.7 INSURANCE:

Stored goods are not and shall not at any time be insured by Operator. Charges do not include any insurance coverage for goods stored or warehoused at the terminal facility.

46.8 DELIVERY:

The goods shall be ready for delivery upon forty-eight (48) hours notice to Customer upon presentation of a release order executed by Customer, provided that all charges have been paid in full. Operator shall not be responsible for any delay in delivery caused by conditions beyond its control. An additional charge will also be assessed for any access to or partial delivery of goods. If Operator has been unable to remove/deliver the goods due to causes beyond its control, the goods shall be automatically subject to storage charges for the next succeeding storage period. Customer shall be responsible for all shipping, handling and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the goods, and Customer agrees to indemnify and hold harmless (including legal fees and costs) Operator of and from any liability, expenses and cost arising out of and/or relating to any claim made by any such carrier and/or third party.

47. SALE OF USED EQUIPMENT

47.1 The following terms and conditions shall apply to the sale of any equipment by Operator. The sale of equipment shall be registered by a written sale agreement for such equipment, in which event the written agreement shall be deemed to be incorporated herein and applicable concurrently with this Agreement. The provisions of the signed written agreement shall supersede the provisions of this Agreement to the extent of any direct conflict but no further.

47.2 Customer shall at its own risk and expense pick up and remove the equipment from pick-up location on or before the agreed pick-up date. Customer shall be fully responsible for all arrangements, costs, risks, and/or liabilities in any way arising out of and/or relating to Customer's pick-up of the equipment.

47.3 Equipment shall be deemed delivered to Customer when Customer (or his agent/representative) enters the pick-up location to commence pick-up. Risk of loss or damage to the equipment and all liabilities associated with or arising out of the equipment shall pass to Customer upon delivery.

47.4 Purchase price shall be paid by Customer without deduction or set-off at or prior to said delivery. Without prejudice to any other remedy available to Operator, Operator may at its option terminate the sale agreement and refuse to allow Customer to pick-up the equipment if Customer fails to pay for the equipment on the established dates. Interest on amounts due but not paid shall accrue at the highest rate permissible under Maltese law from date due until paid in full.

47.5 Customer acknowledges that any equipment sold by Operator is used and therefore is sold strictly on "as-is, where-is basis".

48. CONDITIONS OF PURCHASE OF GOODS BY OPERATOR (STANDARD CONDITIONS)

Interpretation

In these Conditions:

'Buyer' means Valletta Gateway Terminals Ltd. (registered in Malta under number C38888)

'Conditions' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

'Contract' means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services.

'Delivery Address' means the address stated on the Order.

'Goods' means the goods (including any installment of the goods or any part of them) described in the Order.

'Order' means the Buyer's purchase order to which these Conditions are annexed.

'Price' means the price of the Goods and/or the charge for the Services.

'Seller' means the person so described in the Order.

'Services' means the services (if any) described in the Order.

'Specification' includes any plans, drawings, data or other information relating to the Goods or Services.

'Writing' includes telex, cable, facsimile transmission and comparable means of communication.

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Basis of Purchase

The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

The Order will lapse unless unconditionally accepted by the Seller in Writing within seven (7) days of its date.

No variation to the Order of these Conditions shall be binding unless agreed in Writing between the authorized representatives of the Buyer and the Seller.

Specifications

The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven (7) days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

Price of the Goods and Services

The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery address and any duties, imposts or levies other than value added tax.

No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

Terms of Payment

The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the Services within thirty (30) days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.

The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

Delivery

The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.

The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

If the Goods are to be delivered, or the Services are to be performed, by installments, the Contract will be treated as a single contract and not severable.

The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, with a reasonable time after any latent defect in the Goods has become apparent.

The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price of (if the buyer has paid the Price) to claim from the Seller by way of liquidated damage for delay 2 per cent of the Price for every week's delay, up to a maximum of 20 per cent.

Risk and Property

Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

Warranties and Liability

The Seller warrants to the Buyer that the Goods:

will be of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;

will remain free from defects in design, material and workmanship for a period of twelve months from the date of delivery, or such other time as agreed in writing between the Buyer and the Seller;

will correspond with any relevant Specification or sample; and

will comply with all statutory requirements and regulations relating to the sale of the Goods.

The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven (7) days; or

at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

breach of any warranty given by the Seller in relation to the Goods or the Services;

any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

any liability under the Consumer Protection Act in respect of the Goods;

any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

any act or omission of any of the Seller's personnel in connection with the performance of the Services.

Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

Act of God, explosion, flood, tempest, fire or accident;

war or threat of war, sabotage, insurrection, civil disturbance or requisition;

acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

import or export regulations or embargoes;

strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Seller or the Buyer or of a third party);

difficulties in obtaining raw materials, labour, fuel, parts or machinery;

power failure or breakdown in machinery.

Termination

The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right to cancellation, less the Seller's net saving of cost arising from cancellation.

The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

the Seller makes any voluntary arrangement with its creditors (within the meaning of the Companies Act) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

the Seller ceases, or threatens to cease, to carry on business; or

the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

General

The Buyer is a member of the group of companies whose holding company is Portek International and Tumas Group, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.

The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the Malta Arbitration Centre, in accordance with the rules of voluntary arbitration in force in Malta.

The Contract shall be governed by the laws of Malta.

49. NON-DISCRIMINATION

Operator does not discriminate based upon race, colour, religion, sex, age, national origin or any sensory, mental or physical disability, or upon any other basis prohibited by applicable law.

50. QUALITY CONTROL

Operator will understand and conform to the requirements of its customers, and will utilize work processes which are the most efficient methods in the industry. This commitment is one of our key business strategies. It is aimed at further strengthening our ability to satisfy customer requirements and to continually improve our operations. We intend to be the leader in our industry. The fulfillment of that vision depends on continual efforts to improve our work processes and understand the needs of our customers. It also depends on everyone's effort and participation. To Operator, quality is not a program, it is an ongoing process.

51. ELECTRONIC DATA INTERCHANGE

Operator and Customer agree to cooperate and use their best efforts to utilize electronic data, documentation and interchange to the extent feasible and allowable under law.

52. COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the Financial Director of the Operator. Any interested party may initiate request of complaints on matters relating to operations, berths, storage facilities, services provided by the Operator, its agents and employees by filing a statement fully documenting the request or complaint with the Head Operations of the Operator on the email info@vgt.com.mt.

53. TERMINATION

53.1 The Operator may terminate the services at any time and without any liability whatsoever, by giving five (5) days prior written notice to the Customer, where the Customer is in breach of its obligations under these Terms and Conditions and has persistently failed to remedy same on being notified by the Operator.

53.2 Where the services are terminated by the Operator by reason of the Customer being in breach of his obligations under these Terms Conditions as specified above, or if provision of the services is terminated by the Customer without cause before the intended expiry of the agreed duration, then the Customer will:

53.2.1 use all reasonable endeavours to enable the Operator to terminate its provision of the services by the due date of termination;

53.2.2 continue to pay all sums due hereunder in accordance with these Terms and Conditions for so long as the services continue to be provided; and

53.2.3 pay the Operator any costs reasonably incurred by the Operator in terminating the services earlier than the agreed date, such cost will include, without limiting, vehicle and plant leased by the Operator to provide the services provided the service provider uses reasonable endeavours to minimise such costs.

54. LAW, VENUE AND LEGAL FEES

This Schedule shall be governed by the laws of Malta. Any dispute arising out of or in any way relating to this Schedule must be brought before the Courts of Malta.

55. CONSTRUCTION AND INTEGRATION

55.1 The foregoing conditions/provisions may be altered or varied at any time and from time to time in such respects, and in such manner as the Operator may consider desirable.

55.2 This Schedule shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against a party. If any provision of this Schedule is found to be legally unenforceable, it is agreed that such provision shall be deemed deleted from this Schedule as if never made a part hereof, with the remaining provisions of this Schedule to not be effected thereby and to remain in full force and effect. Any failure of Operator to enforce a provision of this Schedule shall not be deemed to waive such provision or any other provision in this Schedule.

55.3 Operator may request that Customer sign a separate, written agreement for any one or more terminal services, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

55.4 This Schedule, together with Operator's written quotation and any separate, written agreements between Operator and Customer as identified directly above, represents the entire agreement between Operator and Customer and supersedes all prior and contemporaneous agreements, written or oral.

56. MACM DISCLAIMER

The Company shall process the Personal Data according to the Data Protection Act and applicable published legal guidelines and according to the principles, ethics and guidelines of The Malta Association of Credit Management (MACM), 86/2, Triq ta' Mellu, Mosta, of which the Company is a member. In case of any default in payment by the Client the Company has the right to pass on any information or references to MACM as well as to any third party legally entitled to receive such information.

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