

Office

P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0419 Fax: +968 - 2685 0426 E-mail: info@om.steinweg.com

Website: oman.steinweg.com

C. Steinweg Oman LLC

Published Tariff – 2022 VERSION 1, ISSUED ON – 28 February 2022 EFFECTIVE FROM 1 April 2022 and subject to change

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Customers with an enquiry on this Tariff or another commercial request are invited to approach
For Stevedoring Related activities:

StevedoringSales@om.steinweg.com
CustomerServiceSales@om.steinweg.com

CustomerServiceSales@om.steinweg.com

For Warehousing, CFS and Forwarding activities: <u>WTCSales@om.steinweg.com</u>

General enquiries: CustomerServiceSales@om.steinweg.com
In case of doubt on correctness of invoices: CustomerServiceSales@om.steinweg.com
Customer Registration: CustomerServiceSales@om.steinweg.com
CustomerServiceSales@om.steinweg.com

For business development related enquiries please contact the Commercial Manager or Sales Manager (Contacts can be found on https://oman.steinweg.com/en/key-personnel/)

Note on Procedures, Contact Information and Guidance to Users:

The Operator has on its website made available a customer guidance document which provides details on procedures, contact information and the like. This information can be found on:

Customer Guidance: https://oman.steinweg.com/en/customer-guidance/

Signed	bv (C. Steinweg	Oman LLC	author	ized s	signat	orv:

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VATIN: OM1100006008 / Tax	Card No : 8064917	



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1. Introduction and application

- **1.1** C. Steinweg Oman LLC is hereafter called the Operator.
- **1.2** This Tariff includes all terms and conditions mentioned herein.
- 1.3 The Operator has been granted a concession to operate the general Cargo berths at the Port by the Port Authority. The Operator has been operating in Sohar since 2004 and offers Stevedoring, Shore Handling, warehousing, Container freight station and other Cargo related services for Break-Bulk, which includes Ro-Ro, and Dry Bulk Cargo at the Terminal. The Operator holds the concession to handle abovementioned Cargoes in the Port of Sohar, which has been granted by Sohar Industrial Port Company SAOC.
- 1.4 This Tariff applies to all Users. Use of the Terminal or acceptance of the services shall constitute consent of the Tariff/these terms and conditions, and furthermore shall act as evidence and consent to each User of the Terminal to pay all Rates specified, and to be governed by all rules and regulations appertaining to the Terminal. Any deviation from these terms and conditions shall be agreed upon in writing between the Operator and a User, in the form of a written service agreement or the like.
- These regulations have been made in accordance with the SIPC Rules and Regulations. The SIPC Rules and Regulations can be found on the website of the Port Authority, www.soharportandfreezone.com
- The Operator reserves the right to amend these terms and conditions from time to time, including the Rates, by uploading new terms and conditions to its website http://www.oman.steinweg.com



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- 2. Definitions and interpretation
- 2.1 The following definitions apply in this Published Tariff:

Clause	Clause Title
<u>2.1.1</u>	Agent
<u>2.1.2</u>	Cargo
<u>2.1.3</u>	CFS
<u>2.1.4</u>	Class
<u>2.1.5</u>	Container
<u>2.1.6</u>	Dangerous Goods and Hazardous Cargo
<u>2.1.7</u>	Direct Delivery
<u>2.1.8</u>	Dry Bulk Cargo
2.1.9	Environmental Laws
2.1.10	Free Storage Time
<u>2.1.11</u>	General Landing Date or 'GLD'
<u>2.1.12</u>	Government
<u>2.1.13</u>	Oman
<u>2.1.14</u>	Point of Rest
<u>2.1.15</u>	Port
<u>2.1.16</u>	Port Authority
<u>2.1.17</u>	Rates
<u>2.1.18</u>	Receive at Terminal
<u>2.1.19</u>	RO or OMR
<u>2.1.20</u>	Services
<u>2.1.21</u>	SIPC Rules and Regulations
<u>2.1.22</u>	Shore Handling
<u>2.1.23</u>	Stevedoring
2.1.24	Storage Area
2.1.25	Tariff
<u>2.1.26</u>	Terminal
2.1.27	Terminal Facilities
2.1.28	Freight Ton / FRT
2.1.29	Transshipment Cargo or Transshipment Container
2.1.30	User



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<u>2.1.31</u>	Vessel
2.1.32	Additional Handling (inspection, surveys, etc.)
2.2	Further definitions and interpretation

Click a clause number to be directed to the clause in this chapter.



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2.1.1 Agent

Means the authorized representative of the Vessel, unless otherwise specified in the Tariff.

2.1.2 Cargo

Means any solid, loose / bundled / packaged, containerized product and livestock (alive animals) transported to, from, in or through the Terminal and involving the use of the Terminal Facilities.

2.1.3 CFS

Means the container freight station located at the Operator's Terminal.

2.1.4 Class

Refers to the classification of cargoes as per the International Maritime Dangerous Goods Code (hereafter "IMDG") of the International Maritime Organization (hereafter "IMO").

2.1.5 Container

The term Container or Containerised when used in this Tariff refers to the standard ISO container, suitable for stacking and transportation of stowed Cargo, which confines its contents and must be capable of being handled as a unit and lifted by a crane with a Container spreader or similar lifting gear.

2.1.6 Dangerous Cargo and Hazardous Cargo

Hazardous Cargo means

Any substance that is listed, defined or otherwise designated as (a) hazardous substance under IMDG code; (b) any chemical or volatile organic compound; (c) any hydrocarbons, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under any Environmental Laws.

Dangerous Cargo means

Any of the following Cargoes, whether packaged, carried in bulk packaging or in bulk, within the scope of the following instruments;

- Solid bulk materials possessing chemical hazards and solid bulk materials hazardous only in bulk, including waste, as per the Code of Safe Practice for Solid Bulk Cargoes (BC Code)
- Harmful substances in packaged form and dangerous substances, materials or articles (covered by the IMDG Code)
- All other potential Hazardous and Dangerous Cargo not covered in above articles which will or may pose risk to health, safety, property or the environment during operations, storage and/or transportation.



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The term Dangerous Cargo includes without any restriction, any empty uncleaned packaging's, which previously contained Dangerous Cargo, unless the packaging's have been sufficiently cleaned of residue of the Dangerous Cargoes and purged of vapors so as to nullify any hazard or have been filled with substances not classified as being dangerous.

2.1.7 Direct Delivery

Direct Delivery is the operation where

- a) For exports, Cargo is delivered directly by shippers or their agent from Road Gate In (on road transport or other mode arranged by the shipper or its agent) to Vessel's hook without landing at a place of rest. This operation should take place in maximum 3 hours; and
- b) For imports, Cargo is delivered directly from Vessel's hook (on to road transport or other mode arranged by the consignee or his agent) to Road Gate Out without landing at a place of rest. This operation should take place in maximum 3 hours.

The mode of transport carrying the Cargo can also not remain on place of rest as this is considered 'Received at Terminal'.

Direct Deliveries are in principle only applicable for Special Break-Bulk Cargoes, Dry Bulk Cargoes and Dangerous Cargoes and Hazardous Cargoes, for reasons but not limited to;

(a) Handling capacity; (b) exposure to the Terminal, environment and other Cargoes or; (c) health and safety aspects. Special Break-Bulk Cargo means Cargo which due to its dimensions, weight, or sensitivity to handling damage requires a special handling method.

The User should request for a Direct Delivery operation minimum 7 working days in advance. The request should be made in writing, and needs to be confirmed by Operator 2 working days prior commencement of operation. Without written confirmation from Operator, operation will be treated as a 'Receive on Terminal' basis. The Operator, at its sole discretion, can demand from the User that the Cargo is or will be handled on Direct Delivery basis.

2.1.8 Dry Bulk Cargo

Means the dry Cargo suitable for being discharged/loaded loose from/to the carrying Vessel by means of grabs, conveying systems or vacuum equipment.

2.1.9 Environmental Laws

All governmental, SIPC, Operator and municipal laws, rules, regulations, statutes, ordinances, permits or orders, and any judicial or administrative interpretations thereof, relating to (a) the prevention, control, or management of pollution, (b) the protection of the environment, included but not limited to, air, water, groundwater, land, soil, sediments, humans, animals, and vegetation, (c) waste generation, handling, treatment, storage, disposal, release, emission or transportation, or (d) regulation or exposure to Hazardous and Dangerous products.

Users of the Terminal are obliged to

- inform other parties,
- be informed of regulations, and
- to act and/or operate in accordance of such laws and its limitations.



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2.1.10 Free Storage Time

Means either

- 1. For Vessel Imports/Exports/Transshipments: The specified period during which Cargo or Containers handled over the quay may occupy space assigned to it in the Terminal, free of demurrage charges; or
- 2. For CFS: A period during which Containers and Cargo handled at the Terminal may occupy space assigned to it in the Terminal, free of demurrage charges.

2.1.10.1 Free Storage Time for Cargo Imports via Vessels

First Day of Free Storage Time	GLD
Demurrage start to count on the	Day following the last day of Free Storage Time
Cargo considered delivered at the day/time	Cargo loaded onto truck-trailer of consignee (or his agent)
Demurrage for account	Consignee (or his agent), subject to Clause 3.8

2.1.10.2 Free Storage Time for Cargo Transshipments (Vessel to Vessel)

First Day of Free Storage Time	GLD of the inbound Vessel		
Demurrage start to count on the	Day following the last day of Free Storage Time		
Cargo considered delivered at the day/time	Loaded onboard the connecting Vessel		
Demurrage for account	Either 1. Agent of the connecting Vessel (if criteria* are met);		
	Or 2. Agent of the inbound Vessel (if criteria* are not met)		

^{*} Criteria: a) The Agent of the inbound Vessel has declared the connecting Vessel prior to arrival of the inbound Vessel at the Operator's Terminal; and b) The Agent of the inbound Vessel acts as Agent of the connecting Vessel or has obtained from other Agent of the connecting Vessel written confirmation that the other Agent of the connecting Vessel accepts demurrage charges (if any) on its account. This confirmation should be shared to the Operator minimum 5 Working Days before the last day of the Free Storage Time.



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2.1.10.3 Free Storage Time for Cargo Exports on Vessels

2.1.10.3.1 Common Export Booking by Vessel Agent

Under a common export booking procedure applied between the Agent of the Vessel and the Operator, basis the agreed export booking ('booking') between Agent and Operator:

First Day of Free Storage Time	Cargo acceptance date (as per booking), i.e. the day on		
	which Vessel Agent and Operator plan first Cargo deliveries		
	to the Operator's Terminal		
Last Day of Free Storage Time	As per booking *. The Agreed Day of an export booking,		
	based on the Free Storage Time applicable under the		
	Operator's Tariff, or as otherwise agreed between the Vessel		
	Agent and Operator.		
Demurrage start to count on the day	Following the last day of Free Storage Time.		
Cargo considered delivered at the day/time	Cargo completely loaded onboard the Vessel.		
Demurrage for account	The Vessel or its Agent, unless agreed otherwise.		

^{*} An earlier cargo acceptance date, if considerable, is to be discussed between the shipper and Operator and shall not affect the Last Day of Free Storage.

In case of re-export Free Storage time is applicable in accordance to Clause 2.1.10.1.

2.1.10.3.2 Export Shipment agreed between shipper (or shippers agent) and Operator

Exceptions to Clause 2.1.10.3.1 are applicable in case of

- Dry Bulk exports with FOB terms of shipment, where the Operator has entered into an export booking with a Shipper;
- If for other reasons that Operator and Shipper have entered into a booking.

In such case:

First Day of Free Storage Time	Cargo acceptance date (as per booking), i.e. the day on which	
	shipper and Operator plan first Cargo deliveries to the	
	Operator's Terminal	
Last Day of Free Storage Time	As per booking *. The Agreed Day of an export booking, based	
	on the Free Storage Time applicable under the Operator's	
	Tariff, or as otherwise agreed between the shipper (or	
	shippers Agent) and Operator.	
Demurrage start to count on the day	Following the last day of Free Storage Time.	
Cargo considered delivered at the day/time	Cargo completely loaded onboard the Vessel.	
Demurrage for account	Shipper (or his agent)	

^{*} The Operator will, acting reasonably, extent this period in case of a delay attributable to the Operator.

On Clause 2.1.10.3.1 and Clause 2.1.10.3.2

Unless specifically agreed otherwise by agreement or in the agreed export booking, the Operator will apply for each export booking cut-off times for Cargo delivery and documentation:

^{**} The Operator will, acting reasonably, extent this period in case of a delay attributable to the Operator.



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For Ro-Ro and Break-Bulk:

Cut-off time for	Cut-off	
Submission bookings	3 working days prior estimated time of arrival prior 12.00 AM Noon hours	
Cargo documentation	3 working days prior estimated time of arrival prior 12.00 AM Noon hours	
Cargo delivery	Thursday 12.00 AM Noon hours for estimated time of arrival on Sunday or Monday	
	Sunday 12.00 AM Noon hours for estimated time of arrival on Tuesday	
	Monday 12.00 AM Noon hours for estimated time of arrival on Wednesday	
	Tuesday 12.00 AM Noon hours for estimated time of arrival on Thursday	
	Wednesday 12.00 AM Noon hours for estimated time of arrival on Friday	
	Thursday 12.00 AM Noon hours for estimated time of arrival Saturday	

For Dry Bulk:

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ſ	Cut-off time for	Cut-off
Ī	Submission bookings	At least 5 working days prior estimated time of arrival prior 12.00 AM Noon hours
ſ	Cargo documentation	At least 5 working days prior estimated time of arrival prior 12.00 AM Noon hours
	Cargo delivery	24 hours prior estimated time of arrival

Cut-off time may be updated (preponed or postponed) between the Operator and booking party (upon agreement) based on the preponed or postponed arrival of the Vessel. Such change shall have no impact on the free storage and demurrage calculation. After Cargo delivery cut-off time, the Cargo not delivered to the Terminal at that time will not be accepted, unless the Operator and booking party agree on late delivery. For late delivery the Operator reserves the right to charge late delivery related charges at its discretion which will be informed upon the time of receiving a late delivery request from the booking party.

The Cargo delivery cut-off times advised in the tables above in general allow sufficient time for the Operator, Vessel and other parties involved to adequately prepare, amongst others, Vessel loading operations, conduct measurements, verify Cargo weight, verify availability of lifting gears and have pre-operational meetings where required.

Requests for late delivery will not be unreasonably withheld but will be considered by the Operator taking such factors into consideration.



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2.1.10.4 Container Freight Station (CFS)

The Operator will offer CFS Services to Users on a case to case basis based on the business case of the User.

For operations classified as CFS Services the Operator will in principle provide Free Storage Time for the Cargo and Containers. Unless specifically agreed otherwise the Operator will apply the following basis of storage and demurrage calculation for each import CFS shipment or export CFS booking:

Cargo Only	IMPORT (STRIPPING)	EXPORT (STUFFING)
A: First Day of Free Storage	Stripping (unpack) Date	Agreed Cargo Acceptance
		Date
B1: Either Free Storage Time in Cargo Unit Days per	Offered on case basis	Offered on case basis
shipment; or		
B2: In Calendar Days per shipment		
C: Cargo Unit considered to be delivered	Truck-trailer loading day	Stuffing (pack) Date
In case of B1		
D: Consumed Cargo Unit Days per Cargo Unit	<u>D = C-A</u>	<u>D = C-A</u>
E: Total Consumed Cargo Unit Days per shipment	E =Sum all Cargo Units (D)	E = Sum all Cargo Units (D)
F: Demurrage Charges per Shipment (if any)	(E-B1) x Demurrage Rate	(E-B1) x Demurrage Rate
	per Cargo Unit Day	per Cargo Unit Day
In case of B2	As per Demurrage Rate	As per Demurrage Rate
F: Demurrage Charges per Demurrage Slab (if any)	per Slab applicable for	per Slab applicable for
	balance Cargo	balance Cargo

Cargo demurrage charges shall be for account of the User having requested for the Services.

Shipping Line Containers Only	IMPORT (STRIPPING)	EXPORT (STUFFING)
A: First Day of Free Storage per container	Lift off date	Lift off date
B: Free Storage Time in Container Days	Offered on case basis	Offered on case basis
C: Container delivered	Lift on date	Lift on date
D: Consumed container storage days per container	C-A	C-A
E: Total Consumed Container Days per shipment	Sum of all Containers (D)	Sum of all Containers (D)
F: Container Storage Charges per shipment (if any)	(E-B) x Container Storage	(E-B) x Container Storage
	Rate per Day	Rate per Day

Container Storage charges shall be for account of the User having requested for the Services.

In General on Clause 2.1.10.1 up to Clause 2.1.10.4:

Free Storage Time is calculated in Calendar Days and shall not be affected by working days or national holidays. After expiry of Free Storage Time demurrage charges apply and will be charged accordingly.

2.1.10.5 Warehousing

The Operator will offer Warehousing Services to Users on a case to case basis based on the business case of the User. For Warehousing Services the Operator will in principle not offer Free Storage Time.

For Warehousing the Operator will not apply demurrage calculations and charges, but apply Warehousing calculations and Warehouse rent charges instead. The basis of calculation and Rates will be offered on a case to case basis.



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Cargo shall, in principle, be deemed received into warehouse (open storage or covered storage) or delivered out of Warehouse (open storage or covered Storage) on the following basis:

Delivery by Operator or User from/to the	Received into Warehouse	Delivered out of Warehouse
Operator's Terminal		
Land delivery (trailer)	Trailer Unloading Date	Trailer Loading Date
Land delivery (container)	Stripping (unpack) Date	Stuffing (pack) Date
Vessel Discharging at Operator's Terminal	General Landing Date	Not applicable
Vessel Loading at Operator's Terminal	Not applicable	Actual Time of Vessel sailing

2.1.11 General Landing Date (or "GLD")

The General Landing Date is the median date of the Stevedoring activities on board a Vessel. As from this date the free storage on the Terminal will be calculated. Demurrage starts to count as from the next day after the end of the free storage period.

2.1.12 Government

Means the Government of Oman or any agency, authority, department, Minister, Ministry or other element thereof: references to the Government shall be construed as references to the appropriate element thereof;

2.1.13 Oman

Means the Sultanate of Oman in its entirety;

2.1.14 Point of Rest / Place of Rest

An area at the Terminal, which is assigned for

- Receipt of inbound Cargo/Container from the Vessel and from which it may be delivered to the consignee (or its agent) or loaded on a Vessel in the case of transshipment;
- Receipt of outbound Cargo/Container from the Shipper (or its agent) for loading on board of a Vessel;
- Receipt of import Cargo/Containers for the purpose of warehousing, for future outbound delivery of Cargo/Containers on to a mode of transport at the Operator's Terminal;
- Receipt of import Cargo/Containers for the purpose of CFS, for consecutive outbound delivery of Cargo/Containers on to a mode of transport at the Terminal;

2.1.15 Port

Means the Port of Sohar, Oman;

2.1.16 Port Authority

Means Sohar Industrial Port Company SAOC;

2.1.17 Rates

Means the Operator's charges for the Services as set out in <u>Clause 10</u>. Rates and payment conditions can be found in <u>Clause 6</u>.



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2.1.18 Receive at Terminal

For import Cargoes: Rates include all normal Cargo handling as from Vessel's hook until delivery on to the consignee's (or its agent's) trailer with temporary outdoor storage on the Terminal (storage area, laydown area, etc.).

For export Cargoes: Rates include all normal Cargo handling as from arrival of the Cargo by the shipper's (or its agent's) trailer until delivered to Vessel's hook with temporary outdoor storage on the Terminal (storage area, laydown area, etc.).

In case the mode of transport carrying the Cargo remains on a Place of Rest, then this is considered 'Received at Terminal'.

The charges for storage of Cargo on the Terminal are not included in these rates. Transport from alongside the Vessel to 'Dedicated storage area' may be debited separately (at the Operators discretion). All services exceeding standard Cargo handlings will be debited separately, at the Operators discretion.

"Hooking on and hooking off are considered to be part of and included in Stevedoring"

2.1.19 RO or OMR

Means Rials Omani, the lawful currency of Oman;

2.1.20 Services

Means any and all services conducted within the Terminal facilities or container transports for CFS.

2.1.21 SIPC Rules and Regulations

Means the rules and regulations issued by the Port Authority from time to time which apply to all members, which includes but is not limited to Users, of the Port and Terminal.

2.1.22 Shore handling

2.1.22.1 Shore Handling for General Cargo (non Ro-Ro)

Shore Handling is the service charge for the movement of Cargo from the hook of the Vessel to the Storage Area or place of Rest, and up to presentation to/from consignee's/shippers transport in case of import, and vice versa for export. For heavy-lifts or units with unsuitable configuration for Handling with standard equipment the consignee or his agent must make separate arrangements with the Operator. In the general Cargo section of this Tariff the charges are based on 'received at Terminal'.

"Hooking on and hooking off are considered to be part of and included in Stevedoring"



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2.1.22.2 Shore handling for Ro-Ro Cargoes

Shore handling for Ro-Ro Cargoes is the service charge for the movement of Cargo from the ramp of the Vessel to the place of rest, or vice versa in case of export, and from the Vessel ramp to the place of rest and consecutively back from the place of rest up to the Vessel ramp in case of transshipment.

The move from the place of rest up to the consignee's/shipper's truck is considered a separate move and not part of the Shore Handling activity and related charge. If such move is executed by the Operator, a transfer fee is applicable as per <u>Clause 10.2.4</u>

2.1.23 Stevedoring

The physical handling of Cargo on-board of the Vessel from or to the Vessel's hook or point of discharge or load. This includes supervision and management. Stevedoring charges for Break Bulk and general Cargo are based on loading or discharging with Vessels' gear. Stevedoring rates include stevedores, winch/crane drivers, ships tally, foreman and signalmen (Vessel work only). Stevedoring rates exclude any lifting gears and equipment required inside Vessels' hatch/hold and/or all additional labors required due to extraordinary operational circumstances.

"Hooking on and hooking off are considered to be part of and included in Stevedoring"

Irrespective of the terms of shipment, payment of stevedoring and related service charges will be the responsibility of the Vessel and/or his Agent (exceptions are considerable for Dry Bulk as specified in <u>Clause 10.3.3</u> or in the event Vessel and/or his Agent have sought and received prior written approval from Operator's commercial department to deviate from the same.

Note: It is mandatory that ships gear are in a proper mechanical, hydraulic and operational condition. The Operator reserves the right to stop unloading operations, if cranes do not work in a safe, proper, efficient and productive manner and/or if cranes are technically malfunctioning, even if valid gear certificates are presented to the Operator. The consideration of the Vessel cranes' or gear condition will be as per the sole discretion of the Operator.

In case the Operator deems Vessel cranes' are not in an acceptable condition, it reserves the right to use the mobile shore crane(s) which will be debited to the Vessel or her Agent at published rates.

The Operator will not use, nor allows the use of Vessel cranes of the derricks type. A vessel equipped with such cranes is considered gearless and mobile shore crane(s) will be used and debited to the Vessel or Agent at published rates.

2.1.24 Storage Area

Means an open Storage Area at the Operator's Terminal, where Cargo or Containers may be held at the custody of the Operator as instructed by the User (or its agent) delivering Cargo to the Terminal. Storage requests shall be submitted prior arrival of Cargo at the Terminal and will be offered for subject to availability.

When storage is mentioned in this Tariff it shall mean outdoor storage.

2.1.25 Tariff

Means this Tariff and its terms and conditions as may be amended from time to time by the Operator.



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2.1.26 Terminal

Means the Operator's Terminal at the Port including Terminal Facilities;

2.1.27 Terminal Facilities

Meaning any wharves, docks, piers, sheds, warehouses, land, structures, buildings, pipelines and extensions thereof and appurtenances there to, equipment and appliances of all kinds situated within the jurisdiction of and/or owned, operated or leased by the Operator or which are in its care and custody.

2.1.28 Freight Ton / FRT

Unless otherwise specified, all 'Tons' shall be regarded as 'Freight Tons' and shall be determined by a weight of 1,000 kilograms or a measurement of one cubic meter at extreme measurements (one cubic meter = biggest length x biggest width x biggest height), whichever is higher.

2.1.29 Transshipment Cargo or Transshipment Container

"Transshipment Cargo or Transshipment Container" means Cargo landed from a Vessel and placed in the custody of the Operator for the purpose of shipment on another Vessel.

2.1.30 User

Includes (1) any person or entity using the Terminal Facilities or to/from whom any service, work or labour is furnished, performed, done or made available by the Operator or any other person using the Terminal Facilities, (2) any person or entity owning or having custody of Cargo moving in, over or through the Terminal, (3) all Vessels and their owners, operators, crew and agents, and (4) any other person, individual, firm or corporation that conducts business at the Terminal Facilities.

2.1.31 Vessel

Means floating craft of every description and shall include in its meaning the term owners, charterers, operators, managers and mortgagees thereof.

2.1.32 Additional handling (inspection, surveys, etc.)

Stevedoring and Shore Handling rates are based on a single Cargo manipulation. Any additional moves the Operator requires to execute are subject to additional handling charges at the discretion of the Operator. Such occasions may include but are not limited to the requirement for inspection, surveys, sorting and the like.

2.2 Further definitions and interpretation

- **2.2.1 Clause and schedule headings** shall not affect the interpretation of this Published Tariff.
- **2.2.2** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- **2.2.3** The **schedules and background** form part of this Published Tariff and shall have effect as if set out in full in the body of this Tariff. Any reference to this Tariff includes the schedules and background.



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- **2.2.4 Words in the singular** shall include the plural and vice versa.
- **2.2.5** A reference to writing or written includes faxes but not e-mail.
- **2.2.6** A reference to the masculine includes the feminine.
- **2.2.7** Where the words **include(s)**, **including** or **in particular** are used in this Tariff, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- **2.2.8** Any obligation in this Tariff on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 2.2.9 References to clauses and schedules are to the clauses and schedules of this Published Tariff.
- **2.2.10** References to days means to calendar days.



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3. Use of Terminal

Clause Number	Clause Title
3.1	Designation and Regulation
<u>3.2</u>	Acceptance of Cargo
3.3	Terminal access
3.4	Responsibility for damage to Facilities
<u>3.5</u>	3 rd Party Equipment
3.6	Vacate a Berth
3.7	Cargo Inspection moves and handling
3.8	Unclaimed Cargo
<u>3.9</u>	Direct Delivery
3.10	Lashing
3.11	Unlashing

Click a clause number to be directed to the clause in this chapter.

3.1 Designation and regulation

The Operator reserves the right to designate and regulate the use of the Terminal and all facilities of the Terminal.

3.2 Acceptance of Cargo

The Operator reserves the right to, at its sole discretion, handle and/or accept or reject any and all Cargo at the Terminal.

3.3 Terminal Access

Access to the Terminal will only be granted by the Operator after a written/faxed/e-mail request by the User. Any person expecting to dock a Vessel at the Terminal for the purpose of loading or discharging must give the Operator and the Port Authority such information as requested, including the information required by the SIPC Rules and Regulations.

3.4 Responsibility for damage to Facilities

Users are solely responsible for any damage to the Terminal or injury to any person resulting from their use of berths or any other Terminal facilities. The Operator reserves the right to repair, or otherwise cause to be repaired, such damage at the expense of such User.

3.5 3rd Party Equipment

The Operator prohibits the placing and/or use within the Terminal of any mechanical equipment not owned by the Operator without prior written approval of the Operator and payment of any applicable charges. Users are solely responsible for any liability arising from any damage to any property or injury to any person caused by such mechanical equipment.

3.6 Vacate a berth

The Operator reserves the right to instruct a User to vacate its Vessel from its allocated berth at the Terminal on completion of discharging and/or loading. The User is obliged to meet the request at its own expense.



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3.7 Cargo Inspection moves and handling

The Operator reserves the right to move, at the risk and expense of the User, any Cargo or Container to another location and/or inspect them, which in its judgment may pose a risk or is likely to damage other Cargo, Containers, Terminal Facilities or Users.

3.8 Unclaimed Cargo

Cargo remaining at the Terminal unclaimed for a period of more than:

- a) Six months for all
 - a. Dry bulk Cargo;
 - b. Timber and Plywood
 - c. Jumbo Bags and pre-slinged bags
 - d. All types of steel Cargoes
 - e. General Cargo and not otherwise specified Cargoes
 - f. Empty Containers (SOC's)
 - g. Project Cargo and any Cargo above 20 metric ton and/or out of gauge
 - h. Vehicles and other self-propelled Cargo;
 - i. Containerized Cargo
- b) Six months, or less when the situation requires for the same, for
 - a. Dangerous Cargo, Hazardous Cargo and distressed Cargo;
 - b. Refrigerated containerized Cargo;

and for which the Operator's charges and/or customs charges have not been paid, may be auctioned and sold by Omani Customs or by the Operator. The abovementioned periods start to count from the General Landing Date (for import and transhipments) or the date on which Cargo is received at the Terminal.

In case the Omani Customs authority intends to auction Cargo and provided that the Operator has received a notification of such intention, the Operator shall use best efforts to inform the 'Responsible Party' of such intention.



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'Responsible Party' is considered the Party having delivered Cargo to the Terminal, being for

Cargo arrived at For purpose		For purpose Responsible Until		
Terminal by				
Vessel	Import	Up to CRO Date, re-shipment or auction date	Vessel or its Agent	
Vessel	Import	From CRO Date up to the day of Cargo	The Consignee or its	
		removal	agent	
Vessel	Transshipment	Until transshipment, removal or auction date	Vessel or Agent of	
			inbound Vessel; or	
			Vessel or Agent of	
			outbound Vessel, *	
Land	Export	Until shipment, removal or auction date	Agent	
			(as export booking	
			Party)	
Land	and Export Until shipment, removal or auction da		Shipper (as export	
			booking Party)	
Land	CFS, Storage,	As per Agreement and	The requesting Party	
	Warehousing,	Until Cargo release date or Until Cargo		
		shipment date from the Terminal		
Any	Auction	From the day of auction until the moment of	Buyer of Cargo at	
		removal of Cargo	auction	

^{*} Shall be the Agent absorbing demurrage in accordance to Clause 2.1.10.2.

In the event the Cargo remains on the Terminal for a period longer then the above-mentioned periods, the Responsible Party may request the Operator and/or Omani customs authority to facilitate the auctioning of Cargo, it falls within the sole discretion of Omani customs authority to decide on such request. The Operator will not unreasonably withhold such request.

Notwithstanding any of the above and the below, the Operator acting reasonably, will not proceed to auction Cargo itself

- In the event there are no outstandings on the Cargo exceeding payment terms;
- If charges raised by the Operator are disputed by the Responsible Party and provided the Responsible Party acts reasonable to resolve such dispute and settles all non-disputed amounts within the agreed payment terms; and
- If charges raised by the Operator are paid within the agreed payment terms or are paid promptly after the Operator has notified the Responsible Party of a payment default; and
- Without notifying a Responsible Party of its intention and reasons to do so, and providing the Responsible Party with reasonable notice period allowing the Responsible Party to take actions within such notice period to satisfy the Operator's requirements to not auction the Cargo.



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In the event Cargo proceeds for auction either on Omani Customs order, Operator's decision or request of the Responsible Party, then the following charges and conditions are applicable to the buyer of auctioned Cargo:

		<u> </u>
Auctioned	Cargo	As per Clause 10.1.20 or Clause 10.2.10, for account of the buyer of Cargo from
Rates		the auction
Cargo Release	e Date	Following
		a) payment Receipt of Responsible Party for all outstandings up to the date of
		auction, or 10 days after auction date (subject to Omani customs Authorities
		consent) in case of payment failure by Responsible Party, whichever earliest,
		and
		b) payment Receipt of Auctioned Cargo Rates

The Responsible Party shall remain responsible for all charges accrued during and till the end of the period it is responsible for, as mentioned in the table in this Clause (on previous page), which responsibility shall commence:

- 1. For imports by Vessel at the Terminal, the Operator will commence to charge the Responsible Party (Vessel or its Agent) on notification and after 30 days from GLD if Cargo remains unclaimed (i.e. no CRO is issued by Operator) for all accrued charges from GLD.
- 2. For imports by Vessel at the Terminal, the Operator will commence to charge the Responsible Party (consignee or its agent) of claimed Cargo from GLD for all accrued charges from GLD.

The Operator will assume the consignee to claim Cargo on which basis it will initially debit the Consignee or its agent. In the event the Cargo remains unclaimed such raised Charges will be debited to the Vessel or Agent in accordance to the above paragraph 1.

- 3. For transshipments via the Terminal by Vessel, the Operator will commence to charge the Responsible Party from GLD of the inbound Vessel.
- 4. For exports via the Operator's Terminal by Vessel, the Operator will charge the Responsible Party from the Cargo Acceptance Date mentioned on the agreed export booking.
- 5. For CFS, Warehousing and other Services for which Cargo is delivered by Land, the Operator will charge the Responsible Party from the moment of Cargo receipt at the Terminal.

All of the above in this <u>Clause 3.8</u> shall be in accordance and subject to customs regulations applicable from time to time. Any User is responsible to inform himself on the latest applicable customs regulations.

3.9 Direct Delivery

The Operator may, at its sole discretion and capacity, handle Cargo on a Direct Delivery basis.

3.10 Lashing

Operator is not a certified lashing company. For lashing work onboard a Vessel, when the Operator **assists** with lashing, it will be (a) for and on behalf; and (b) for risk; and (c) for expense of the party requesting such service. It will remain the responsibility of the requesting party, and the master of the Vessel, that the work is executed as per required standards.



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Cargo lashing on trucks is always in the scope and responsibility of the transporter/receiver. If the Operator is requested to provide assistance, it will be (a) for and on behalf; and (b) for risk; and (c) for expense of the party requesting such service. It will remain the responsibility of the requesting party, and the transporter that the work is executed as per required standards.

3.11 Unlashing

Unlashing work on board a Vessel, which the Operator deems can be executed by its staff, will in principle be executed by the Operator. Where the Operator deems unlashing work, for reasons such as but not limited to its technicality, safety/quality aspects or equipment requirement(s), cannot be executed by the Operator, such unlashing work shall be executed by the Vessel or its appointed service provider.

The disposal of lashing material, dunnage and other waste from a Vessel will be at Vessel expense.

Unlashing (from trailer) of Cargo delivered to the Terminal for export or storage, shall in principle be executed by the shipper or its agent, its transporter or User appointed for such unlashing work. When the Operator is requested to assist with unlashing, it will be (a) for and on behalf; and (b) for risk; and (c) for expense of the party requesting such service.



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4. User's obligations

Clause Number	Clause Title
4.1	User Co-operation
4.2	Storage Requirements
<u>4.3</u>	Vessel Requirements
4.4	Cargo Requirements
4.5	Documentation
<u>4.6</u>	Licensing, Permits and Consent
<u>4.7</u>	Notice of Arrival
<u>4.8</u>	Berthing Criteria
<u>4.9</u>	Insurance
<u>4.10</u>	Insurance Certificate
4.11	User Liability (Fraud, negligence, a.o)
4.12	Environmental Laws
4.13	User Registration

Click a clause number to be directed to the clause in this chapter.

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4.1 User co-operation

All Users must co-operate with the Operator at all times when at the Terminal and in all matters relating to the Services.

4.2 Storage Requirements

Users shall ensure Cargo/Container is delivered to the Terminal packed so to be able to withstand natural and normal handling forces. Packing shall be marked sufficiently, clear and as per international standards. Users shall inform the Operator in writing at least 24 hours prior to delivery/arrival of the Cargo/Container of any special handling and storage requirements, upon receipt of such requirements Operator may advise additional terms under which it shall store the Cargo/Container. Such additional terms include but shall not be limited to:

- Rejection of the Cargo/Container
- Demand Direct Delivery Basis
- Demand a waiver of liability in favour of the Operator

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Operator by the User before or at the time of taking delivery of Cargo/Container from the Terminal, such removal shall be prima facie evidence of (a) the delivery by the Operator of the Cargo/Container as described in the cargo documents and (b) compliance of the Operator with the storage requirements.

Operator shall not be liable for any damage or loss of the Cargo/Container if no special handling and/or storage requirements have been provided/communicated in writing to the Operator 24hrs prior to arrival/delivery of Cargo/Container or when such information was unclear and/or inconsistent and/or late. For the interpretation of 24hrs, notice should be given latest 12.00 AM hours during office hours.



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4.3 Vessel requirements

All Users must ensure that Vessels are arranged as per the Vessel requirements notified to the User by the Operator from time to time. Vessels calling the Terminal shall have gear suitable to (off-)load Cargo on-board, unless agreed otherwise. Vessel gear shall have valid certification as per international standards being certified by a renowned maritime inspection and certification bureau. Such certification certificates may be requested by the Operator in advance of Cargo operations. Vessels calling the Terminal shall be properly classed and remain in class for the duration of its stay at the Terminal, in addition to being in class Vessel shall be covered for P&I (Protection and Indemnity Insurance) and no premium payments shall be outstanding. Vessel to further comply with applicable international, national and flag state standards and requirements. Vessel to ensure a safe working environment for the Operator. Upon the simple written request of the Operator the Vessel shall provide evidence of its compliance with the obligations contained in this article 4.3.

4.4 Cargo requirements

Break-bulk Cargoes should have suitable lifting points being directly accessible and clearly marked. Lashing points should be suitable for handling the Cargo. Central gravities and other instructions relevant for handling of the Cargo should be easily identifiable marked or provided to the stevedore before the commencement of Vessel and Terminal operations. Cargo or its packaging have to comply with international maritime standards for Cargo handling.

4.5 Documentation

All Users must provide, in a timely manner, such information, documents and materials as the Operator may require to execute its Compliancy checks (including, but not limited to checks on sanctions), to provide the Services, to take any safety or security measures as are required to enter the Port under the SIPC Rules and Regulations.

4.6 Licensing, permits and consent

Each User must obtain and maintain all necessary licences, permits and consents and comply with all relevant legislation in connection with its Cargo for using the Terminal.

4.7 Notice of arrival

Each User must give the Operator sufficient notice of a Vessel arriving, and the notice must include information as set out in <u>Clause 10.8</u>

4.8 Berthing Criteria

The Notice of Readiness (NOR) tendered by Vessels, and communicated by the Vessel Agents, is leading to determine the berthing order at CSO.

Once a berth (for the specific commodity) and CSO resources are available, vessels will be served on a first come first serve basis, the following berthing criteria are applicable:

- 1. NOR
 - Which can only be tendered after arriving at Sohar anchorage*
- 2. FINAL GO / NO GO
 - From the Vessel Agent to CSO, regarding berthing
- 3. CARGO READINESS SHIPPER
 - In case of export
- 4. COMMERCIAL APPROVAL



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(*) CSO can request the Vessel Agent to provide the official timestamp of arrival issued by SIPC to the Vessel.

In case a Vessel has arrived at anchorage and tendered NOR, it is allowed to leave anchorage temporarily (e.g. for bunkering purposes) as long as it is ready to berth immediately once CSO communicates its berthing schedule. In case the Vessel is not ready at such moment, the original NOR will not be accepted by CSO and a new NOR needs to be tendered.

Please note that it is upon the discretion of the Operator to deviate from the above berthing criteria in case the situation requires to do so.

4.9 Insurance

Each User should, at its own expense, obtain and maintain at least the following insurances with a reputable insurance company:

- a) insurance of its Cargo to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction, theft or accident;
- b) insurance for such amounts as a prudent owner of its Cargo would insure to cover any third party or public liability risks of whatever nature and however arising in connection with its Cargo;
- c) insurance against such other risks relating to its Cargo as may be required by law; and
- d) insurance which includes full coverage for any risk to and deriving from the Cargo during the stay of the Cargo on the Terminal (from arrival to up to departure from the Operators premises), which shall amongst other, but not be limited to, cover handling, storage, transport and all other risks of external calamities and contingencies;

Charges published in this Tariff do not include any expense for insurance covering the Cargo, containers, Vessels or other equipment. It is the Terminal user's responsibility to take out such insurance coverage.

4.10 Insurance Certificate

Each User shall, at the Operator's request, produce both the insurance certificate giving details of cover and the receipt for payment of the current premium in respect of the insurances.

4.11 User liability (Fraud, negligence, a.o)

Users shall be liable to pay to the Operator, on demand, all reasonable costs, charges or losses sustained or incurred by the Operator (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the User's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Tariff, these terms and conditions, subject to the Operator confirming such costs, charges and losses to the User in writing.

4.12 Environmental Laws

Users of the Terminal are obliged to act and/or operate in accordance with all applicable Environmental Laws in the Terminal jurisdiction.



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4.13 User Registration

Each User should register itself, and sign a Know Your Customer form, with the Operator prior receiving Services.

Users as an entity shall provide the Operator with the following details/documents for receiving Services:

- Commercial Registration Copy
- VAT Registration Certificate Company details
- Signed KYC forms (template provided by Operator)
- Contact details (incl. phone number and email address)

Users as an individual shall provide the Operator with the following details for receiving Services:

- Full name with passport or Omani resident card copy (front and back)
- Contact details (incl. phone number and email address)
- A signed CSO KYC form (template provided by Operator)

The Operator advises to provide above required information as early as possible. Questions and documents can be send to Customer.Registration@om.steinweg.com.

Without this information the Operator will not be able to issue you with a compliant tax invoice resulting in VAT becoming an additional cost for User, whereby charged at the standard rate; or might cause potential delays in the terminal operations.

Users visiting the Terminal for other reasons require to intimate their purpose of visiting in advance to the relevant department head which will advise further requirements for registration accordingly.



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5. Health and Safety (HSSE)

5.1 HSSE Compliance

Users must comply with all of the Operators' HSSE rules and regulations (HSSE means health, safety, security and environment). By entering the Terminal the User automatically and indisputably acknowledges full knowledge of and compliance with these rules and regulations.

Parties using the Port are required to conform with all of the current safety and security rules and regulations. Please contact our HSSE department for safety inductions when visiting our Terminal.

5.2 Submission of Dangerous Cargo information

All Users of the Port and Terminal have the obligation to report full details (including but not limited to the Materials Safety Data Sheet) of all Dangerous and Hazardous Cargo at least 5 days prior to arrival of such Cargo. Acceptance of Dangerous Cargo and Hazardous Cargo is subject the consent of the Port Authority and the Operator.

Users of the Port and Terminal failing to inform the Operator and Port Authority in advance of Dangerous Cargo and Hazardous Cargo arrival will be held liable and may face penalties for such late notifications.

More specific information and requirements of the Port Authority (SIPC Rules and Regulations), can be found on http://www.soharportandfreezone.com/en/hse/hse-policy.

Full details of all Dangerous Cargo and Hazardous Cargo must be submitted to the Operator by Users prior to arrival at the Terminal. The Operator has the right to reject or delay access to the Terminal or handling of Dangerous Cargo and Hazardous Cargo. Rules and regulations of IMDG, BC Code, SIPC and/or Omani national legal bodies to apply.

5.3 Change of services

The Operator may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements. The Operator may, from time to time, change the Services provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the User at least one month notice of any change.



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6 Rates and payment

Clause Number	Clause Title
<u>6.1</u>	Rate Schedule
<u>6.2</u>	Invoicing of Services
<u>6.3</u>	Rate Increase - A
<u>6.4</u>	Rate Increase - B
<u>6.5</u>	Weight verification
<u>6.6</u>	Volume measurement
<u>6.7</u>	Gang Idle Time / Detention
6.8	Shore Handling Rates
<u>6.9</u>	Stevedoring Rates
<u>6.10</u>	Payment of Invoices and advance collection of funds
<u>6.11</u>	Failing to Pay
<u>6.12</u>	Misdeclaration
<u>6.13</u>	Overlanded / shortlanded cargo
6.14	Value Added Tax

Click a clause number to be directed to the clause in this chapter.

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6.1 Rate Schedule

Users shall pay the Rates as set out in the chapters of <u>Clause 10</u>. Users must comply with all applicable requirements or obligations contained in <u>Clause 10</u> concerning the provision of Services by the Operator or the User's use of the Terminal.

6.2 Invoicing of Services

The Operator shall invoice the User for all Services after or before, subject payment terms and <u>Clause 6.10</u>, in the event that:

- a) the Operator has loaded or unloaded all booked Cargo on/from a Vessel; or
- b) the Operator has been ordered to stop Cargo operations by the User, Vessel captain or the Government; or
- c) the Operator has stopped Cargo operations for User's breach of these terms and conditions; or
- d) Free Storage Time has expired.

6.3 Rate Increase A

The Operator may at its sole discretion review the Rates by a change to this Tariff. The Operator shall give notice of any such change to the Rates by amending these terms and conditions on its website http://www.oman.steinweg.com

6.4 Rate Increase B

The Operator may immediately increase the Rates by giving notice if unforeseen additional costs are imposed on the Operator in performing the Services, including, but not limited to, statutory salary increases for the Operator's employees.



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6.5 Weight verification

When the Operator weighs and finds the weight to be more than the weight declared by the User, by either weighbridge or draft survey, then the highest weight will be charged at the applicable Rate.

6.6 Volume measurement

Freight Tons will be normally considered based on the Cargo manifest. However, the Operator may carry out random or full verification of measurement of any Cargo and consider the highest volume for the purpose of calculating the Rates. Measurements shall be made based on extreme measurements.

Cost involved, in case of misdeclaration, will be charged in accordance to Clause 6.12

6.7 Gang idle time / detention

Costs arising from obstructed or delayed operations due to matters beyond the control of the Operator will be charged to the User as further described in <u>Clause 10.3.4</u> (Dry Bulk), $\underline{10.3.8.7}$ (Aggregates and Limestone), $\underline{10.4.7}$ to $\underline{10.4.10}$ (non-RoRo) and $\underline{10.5.5}$ (RoRo), regardless the source of such obstruction or delay.

Note: this includes, but is not limited to, idle time related to obstructed or delayed operation due to adverse weather conditions ("weather delay"). In case of adverse weather conditions it is upon the discretion of the Operator to (temporarily) stop the operation.

6.8 Shore Handling Rates

For import Cargoes: Rates include all normal Cargo handling as from Vessel's hook until Delivery on to the consignee's (or its agent's) trailer with temporary outdoor storage on the Terminal (storage area, laydown area, etc.)

For export Cargoes: Rates include all normal Cargo handling as from arrival of the Cargo by the shipper's (or its agent's) trailer until delivered to Vessel's hook with temporary outdoor storage on the Terminal (storage area, laydown area, etc.)

"Hooking on and hooking off are considered to be part of and included in Stevedoring"

The Rates for storage of Cargo on the Terminal are not included in these Rates.

The Operator reserves the right to charge separately/additionally for

- Cargo requiring multi-handling to receive in 'Dedicated storage area'
- Cargoes which require special handling exceeding standard Cargo handlings;
- All Services provided extra



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6.9 **Stevedoring Rates**

Irrespective of the terms of shipment, payment of stevedoring and related service charges stevedoring rates will be the responsibility of the Vessel and/or his Agent, (exceptions are considerable for Dry Bulk as specified in Clause 10.3.3 or in the event Vessel and/or his Agent have sought and received prior written approval from Operator's commercial department to deviate from the same).

To qualify for the Transshipment Cargo Rates the Cargo must be discharged by the first Vessel onto the Terminal and remain in the custody of the Operator until it is transshipped on board the on-carrying Vessel at the Terminal.

6.10 Payment of invoices and advance collection of funds

The Operator may at its sole discretion, estimate and collect in advance all expected cost which may accrue against Cargo operations. Use of the Terminal, and/or permission to sail, and/or release of Cargo may be denied until such advance charges have been paid.

The User shall pay each invoice submitted to it by the Operator, in full and in cleared funds, prior arrival of inbound or outbound Cargo and prior the start of the physical handling operation, or within 7 days after invoice receipt to a bank account nominated in writing by the Operator, whatever earliest.

6.11 Failing to pay

Without prejudice to any other right or remedy that it may have, if the User fails to pay the Operator on the due date, the Operator may:

- a) Charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded quarterly until payment is made; and/or
- b) Suspend all Services until payment has been made in full; and/or
- c) Suspend receiving or delivering Cargo and the use of the Terminal; and/or
- d) Place a lien on the Users' Cargo; and/or
- e) Use a financial guarantee provided by the User, such as, but not limited, security cheque, bank guarantees, or the like.

Vessels which are awaiting commencement of handling operations or which cannot sail due to absence of payment will be considered as unworkable Vessel.

6.12 Misdeclaration

In case of misdeclaration as per <u>Clause 6.5</u> (weight verification) and <u>Clause 6.6</u> (volume measurement) the Operator will charge all additional costs to the Party responsible for such misdeclaration (the declaring party) or if such Party cannot be identified to any other User who is connected to the Cargo, unless agreed otherwise in writing.



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Such charges, include but are not limited to Vessel related activity;

- a) Labor and equipment charges;
- b) Extra Freight Tons for Weighing charges;
- c) Extra Freight Tons for Shore handling and Stevedoring related charges;
- d) Extra Freight Tons for other Services been provided
- e) Overtime surcharges

Such charges will be for account of

- The Vessel or its Agent for imports and transshipments;
- The Vessel or its Agent if an export booking has been entered into by the Vessel or its Agent;
- The Shipper or its agent if an export booking has been entered into by the Shipper or its agent;
- For non-Vessel related Services, the Operator reserves the right in case of misdeclaration to charge the User having requested for the Services for extra Tons and verification/measurement cost involved.

6.13 Overlanded / shortlanded cargo

Overlanded cargo refers to the cargo not included in the documentation e.g. bill of lading(s), manifest, packing lists declared by the Vessel Agent, however the cargo is discharged by the Operator on instruction of the Master of the Vessel.

Shortlanded cargo refers to the cargo included in the documentation e.g. bill of lading(s), manifest, packing lists declared by the Vessel Agent, which was not found on board or not discharged as per instruction of the Master of the Vessel.

The cargo documentation will be used for preliminary invoicing by the Operator. A correction on the amount of units, FRT, CBM and/or MT which is actually discharged (overlanded or shortlanded cargo) shall be made in the form of a final debit invoice, or a credit note.

6.14 Value Added Tax

In this Tariff, "VAT" means "Value added tax" or any equivalent tax chargeable in Oman or any equivalent tax or duty which may be imposed in substitution for it or in addition to it at the rate applicable from time to time. The Oman VAT Law and Executive Regulations make a specific distinction between the international transport of goods and passengers and related services thereto (zero rated), versus local transport of goods and passengers and related services thereto (standard rated). The rates in the CSO Published Tariff are published including VAT (either zero rated or standard rated) in the respective column heads.

Changes in VAT Law and Executive Regulations with future or retrospective impact will be applied, in case applicable to the services/supplies and the rates set out in this publication and the rates set in the CSO Published Tariff.

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7. Working hours

The Terminal working hours and overtime policies are as set out in Chapter 11.

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8. Limitation of liability

8.1 Indemnity (Operator held harmless)

Each User, Vessel owner, operator, charterer or their agents whose Vessel calls at the Terminal and each Owner or agent of Cargo handled thereat as a condition to receiving services at the Terminal hereby agrees to indemnify and hold harmless the Operator, any of its agents, servants or employees (and any other person, firm or corporation engaged by the Operator to furnish labour, materials or equipment relating to the receipt or handling of Cargo or Containers, their Cargoes or Vessels at the Terminal) from and against all losses, claims, demands and suits for damages (including court expenses and counsel fees), for death or personal injury or property damage that may be imposed upon the Operator or any of its agents, servants, employees or contractors by any User, Vessel owner, operator or charterer or such Cargo owner (or their agents or employees) as a consequence of the use of the Terminal or the Operator providing Services at the Terminal.

- 8.2 The Operator shall not be liable to any User under or in connection with the Services or the User's use of the Terminal for:
 - Loss of profits;
 - Loss of sales or business;
 - Loss of contracts;
 - Loss of or damage to goodwill;
 - Any indirect or consequential loss; or
 - The weight, volume, moisture levels or quality of the Cargo.
- 8.3 The Operator's total liability to a User under or in connection with the Services or the User's use of the Terminal shall, in respect of all claims (connected or unconnected) in any consecutive three month period, be limited to the equivalent of the total charges paid by the User to the Operator in that period.
- 8.4 If the Operator's performance of the Services is prevented or delayed by any act or omission of a User, agents, subcontractors, consultants or employees, then the Operator shall not be liable for any costs, charges or losses sustained or incurred by the User that arise directly or indirectly from such prevention or delay.



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8.5 If the Operator's performance of the Services is prevented or delayed by any event of Force Majeure, then the Operator shall not be liable for any failure or delay in performance or the costs, charges or losses sustained or incurred by the User that arise directly or indirectly from such failure or delay. Where the Operator is subject to an event of Force Majeure, the Operator will promptly inform User(s) of the Terminal of the occurrence and nature of the relevant event or circumstance of **Force Majeure** and will use its reasonable endeavours to resume its services as soon as reasonably possible.

"**Force Majeure**" means any event or circumstance not within the Operator's reasonable control including, but not limited to:

- acts of God, including but not limited to fire, flood, atmospheric disturbance, lightning, windstorm, typhoon, tornado, earthquake, landslide, tsunami, tempest, soil erosion, subsidence, washout or pandemic, epidemic, endemic and quarantine restrictions, shipwreck, navigational and maritime perils or other natural disasters;
- war (whether declared or undeclared), threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- terrorist attack, civil war, civil commotion or riots;
- nuclear, chemical or biological contamination or sonic boom;
- fire, explosion or accidental damage;
- loss at sea;
- extreme adverse weather conditions;
- collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- any labour strikes, industrial action or lockouts; and
- interruption or failure of Port service, including but not limited to electric power, gas or water.

8.6 The Operator shall only be liable for loss or damage to the extent the same was caused by the gross negligence or willful misconduct of the Operator or any other party for whom the Operator is responsible.

9. Governing law

- 9.1 Any dispute or claim arising out of or in connection with the Tariff shall be governed by, and construed in accordance with, the laws of Oman.
- 9.2 The parties irrevocably agree that the Oman courts shall have jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions.



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10. Rate Schedules

Clause Number	Clause Title
<u>10.1</u>	Shore Handling (Non Ro-Ro)
10.2	Shore Handling (Ro-Ro)
10.3	Dry Bulk and Minerals (Shore Handling and Stevedoring)
10.4	Stevedoring Rates (Non Ro-Ro)
10.5	Stevedoring Rates (Ro-Ro)
10.6	Equipment Charges and Administration Charges
10.7	Container Freight Station and Warehousing
10.8	Vessel Documentation

Click a clause number to be directed to the clause in this chapter.



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10.1 Shore Handling rates (Non Ro-Ro)

Clause Number	Clause Title
10.1.1	Shore Handling (Non-RoRo) Rate Table
10.1.2	Volume Discounts
10.1.3	Heavy Lifts and Oversized Cargo
10.1.4	Dangerous, Hazardous and (ob)noxious Cargoes
10.1.5	Distressed Cargo
10.1.6	Damaged or Defective Goods
10.1.7	Misdeclaration of Cargo Weights
<u>10.1.8</u>	Overtime
<u>10.1.9</u>	Storage / Demurrage Charges
<u>10.1.10</u>	Other Services
<u>10.1.11</u>	Transshipment
10.1.12	Misdeclaration of Cargo Measurements
<u>10.1.13</u>	Weighing Charges
10.1.14	Cargo Handling on Terminal with Mobile Shore Cranes
<u>10.1.15</u>	Cargo Sorting
<u>10.1.16</u>	VAT (Value Added Tax)
<u>10.1.17</u>	Operator's Mafi Rental
10.1.18	Administration Fees
<u>10.1.19</u>	Intimation of Cargo collection/delivery
10.1.20	Auctioned Cargo Charges

Click a clause number to be directed to the clause in this chapter.



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10.1.1 Shore Handling (Non Ro-Ro) Rate Table

Each Ton is considered a Freight Ton (FRT), and is unless otherwise specified

Calculated on volume (CBM - m³) at extreme measurements (calculated by biggest length x biggest width x biggest height - all in meters) or metric ton (referred to in this Tariff as "Metric Ton", "MT" or "Mton", whatever highest.

SN	Category	Tern	ved at ninal per FRT)	Direct Delivery (OMR per FRT)		
		Incl. 0%	Incl. 5%	Incl. 0%	Incl. 5%	
		VAT	VAT	VAT	VAT	
Α	Timber	2.210	2.320	N,		
В	Plywood Bundles	2.330	2.447	N,		
С	Jumbo Bags and pre-slinged bags (minimal 1 MT per unit average, lower average will result in an increased Pro Rated adjustment of the Rate)	1.790	1.880	On re	quest	
D	Steel Coils, Billets, Wire rod, Plates, Angles, etc.	3.300	3.465	N,	′ A	
Е	Steel Rebar	3.300	3.465	N,	′ A	
F	Steel Pipes (coated and uncoated)	3.245 3.407		N/A		
G	Ro-Ro Cargoes	As per Clause 10.2.1		As per <u>Cla</u>	use 10.2.1	
Н	General Cargo and not otherwise specified	2.210	2.320	On request		
	Cargoes (including Palletized Cargo)					
ı	Dry Bulk solid Cargo and minerals	As per Cla	ause 10.3	As per Clause 10.3		
J	Aggregates and Limestone	As per Cla	use 10.3.8	N/A		
K	Aluminium and other non-ferrous metals	On Re	equest	N/A		
L	Livestock	N,	/A	On Re	quest	
M	Any Unit over 20 Metric Ton (unless having a weight exception as mentioned in Clause 10.1.3)	200% of A-F, H		200% of A-F, H		
N	Any Unit out of gauge, exceeding one or more of the following dimensions in meters: length > 12.0, width > 2.40, height > 3.0 (unless having a dimension exception as mentioned in Clause 10.1.3)	200% o	f A-F, H	200% o	f A-F, H	
L	ISO Containers	As Clause	10.1.1.1	As <u>Clause</u>	10.1.1.1	



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10.1.1.1 Shore handling ISO Containers

Rates apply to 20' and 40' containers regardless of IMO Class and regardless of IMEX status.

A 20' container shall be a container up to 20', and a 40' container shall be a container exceeding 20' up to 45'. All rates chargeable to Consignee / Consignor.

IMO 1 requires to be received/delivered from/to the Vessel on a direct delivery basis. IMO 7 is prohibited. Other IMO Class storage requests will be reviewed upon receiving suitable information.

SN	IMEX	Class	Container	Category / Invoice	Rate	Charge in OMR	Charge in OMR
			Туре	Line description	Basis	(incl. 0% VAT)	(incl. 5% VAT)
Α	Import	Non-IMDG	20 ft	THC 20 ft Laden IMP	Each	64.835	68.077
					Unit		
В	Import	IMO 1	20 ft	THC 20 ft IMO Class 1	Each	103.740	108.927
				Direct delivery IMP	Unit		
С	Import	IMO	20 ft	THC 20 ft IMO Class 2-	Each	129.670	136.154
		2,3,4,5,6,8,9		6,8,9 IMP	Unit		
D	Import	Non-IMDG	40 ft	THC 40 ft Laden IMP	Each	75.210	78.971
					Unit		
E	Import	IMO 1	40 ft	THC 40 ft IMO Class 1	Each	155.605	163.385
				Direct delivery IMP	Unit		
F	Import	IMO	40 ft	THC 40 ft IMO Class 2-	Each	155.605	163.385
		2,3,4,5,6,8,9		6,8,9 IMP	Unit		
G	Export	Non-IMDG	20 ft	THC 20 ft Laden EXP	Each	77.805	81.695
					Unit		
Н	Export	IMO 1	20 ft	THC 20 ft IMO Class 1	Each	103.740	108.927
				Direct delivery EXP	Unit		
ı	Export	IMO	20 ft	THC 20 ft IMO Class 2-	Each	129.670	136.154
		2,3,4,5,6,8,9		6,8,9 EXP	Unit		
J	Export	Non-IMDG	40 ft	THC 40 ft Laden EXP	Each	88.175	92.584
					Unit		
K	Export	IMO 1	40 ft	THC 40 ft IMO Class 1	Each	155.605	163.385
				Direct delivery EXP	Unit		
L	Export	IMO	40 ft	THC 40 ft IMO Class 2-	Each	155.605	163.385
		2,3,4,5,6,8,9		6,8,9 EXP	Unit		

10.1.1.2 Container Administration

Rate chargeable to Consignee / Consignor. For imports this includes administrative charges for BL's and the weight of containers upon delivery at gate. CRO fee collected from consignee.



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For exports this includes administrative charges for bookings and the weight of containers upon receipt at gate. CDO fee collected from consignor.

SN	IMEX	Class	Container Type	Category / Invoice Line description	Rate Basis	Charge in OMR (incl. 0% VAT)	Charge in OMR (incl. 5% VAT)
Α	Any	Any	Any	Container administration	Each	5.350	5.618
				charges	Unit		

10.1.2 Volume discounts

Volume discounts will be granted for items in Clause 10.1.1 for item A-F, H, M and N, as follows per consignee shipment

Shipment size	Volume discount	
Up to 5,000 FRT	NIL	
Between 5,001 – 10,000 FRT	10%	
Between 10,001 – 15,000 FRT	20%	
More than 15,001 FRT	30%	

10.1.3 Heavy lifts and oversized cargo

Single units weighing over 20 Metric Ton and/or with dimensions exceeding one of the maximums of length (12.0 meter), width (2.4 meter) or height (3.0 meter) will be charged at 200% of the rates as mentioned in <u>Clause 10.1.1</u> item M and N.

Exception to the above i.e. special criteria are (in case no special criteria the above mentioned criteria is applicable, in which case this is mentioned in the below table as 'Not applicable'):

Cargo	Considered heavy	Considered	Considered	Considered
	lift when weight	oversized when	oversized when	oversized when
	exceeds	length exceeds	width exceeds	height exceeds
Steel Pipes	Not applicable	18 meters	1.65 meters	1.65 meters
Steel Rails	Not applicable	18 meters	Not applicable	Not applicable
Steel Rebar and	Not applicable	15 meters	Not applicable	Not applicable
Steel Billet				
Steel Coils	40 Metric Ton	Not applicable	Not applicable	Not applicable
Steel Plates	30 Metric Ton	15 meters	4 meters	Not applicable
Steel Poles	Not applicable	18 meters	1.65 meters	Not applicable
Steel Sheets	30 Metric Ton	15 meters	4 meters	Not applicable



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Units with excessive dimensions and/or with weights above 40 Metric Ton have to be co-ordinated between Agent's and Terminal operations well in advance of shipment arrival. Mobile shore cranes have to be requested in advance and are subject to availability. Charges are applicable in addition to shore handling charges for Units delivered with mobile shore cranes, as mentioned under Clause 10.1.14

Units which cannot be handled with mobile shore cranes should arrive in Vessels with sufficient lifting gear.

Units which cannot be handled on shore with either mobile shore cranes or other Terminal equipment should generally be taken on Direct Delivery Basis. For all units over 40 Metric Ton (or with excessive dimensions) pre-permission is required from the Operator to receive units on 'Receive at Terminal' basis.

When Units can be received by the Operator but cannot be handled by Terminal equipment, the receiver/ shipper or its appointed transporter shall arrange for the transport from hook up to delivery (and vice versa for export) and for suitable storage means (such as stools, beams, elephant legs).

10.1.4 Dangerous, Hazardous and (ob)noxious Cargoes

Full details of all Dangerous and Hazardous Cargo should be submitted to the Terminal Operator prior actual operations. Dangerous Cargo and Hazardous Cargo will only be received at the Terminal by advance arrangement / prior approval of the Operator. The Operator reserves the right to refuse or handle any Cargo or provide storage which in its judgement is likely to damage human health, other Cargo or property.

Shore handling charges shall be 150% of applicable Shore Handling rates. Class 1 (explosives) and Class 7 (radioactive material) on request.

10.1.5 Distressed Cargo

Cargo that has been subjected to fire, water, shifting, or other causes that will cause the Cargo to be handled in another than the normal efficient manner, shall be subject to special rates.

10.1.6 Damaged or defective Goods

Damaged or defective Cargo which are likely to deteriorate must be cleared from the Terminal within 30 days of the date of discharge. The Terminal Operator will not assume any further responsibility for loss or damage. Any goods not cleared in accordance with the above may be removed by the Terminal Operator at Cargo Owner's and/or agent's risk and expense.

10.1.7 Misdeclaration of Cargo Weights

The Operator will not permit its equipment be used in any way to lift, move or transport Cargo unit(s) weighing in excess of the Safe Working Load. Should the Operator's equipment be used in handling an overweight Cargo unit, the party or parties causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damages including death and personal injury, legal and court expenses, directly or indirectly resulting from such unauthorized use.

Misdeclared Cargo unit(s) tendered to the Port Authority will be rejected.

The contents of <u>Clause 6.12</u> shall apply logically to the circumstances contained in this clause.



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10.1.8 Overtime

Overtime charges are applicable for Cargo deliveries during overtime hours. Overtime deliveries require to be requested on a business day before 12.00 hours.

Overtime hours can be found in Clause 11.

Item	Charge in OMR	Charge in OMR	
	(incl. 0% VAT)	(incl. 5% VAT)	
Overtime during normal working days	25% of shore handling charges	25% of shore handling charges	
Overtime during weekends and holidays	50% of shore handling charges	50% of shore handling charges	
Minimum Order Value	80.000	84.000	

10.1.9 Storage / Demurrage Charges

10.1.9.1 Import / Export

Calculation of Storage and Demurrage in accordance with Clause 2.1.10.1 and Clause 2.1.10.1

Demurrage Period Import / Export	Demurrage	Demurrage Charge in	Demurrage Charge in
	Slab	OMR	OMR
		(incl. 0% VAT)	(incl. 5% VAT)
First 10 days	N/A	Free of charge	Free of charge
Next 10 days, per 10 days or part	1	OMR 0.565 per FRT	OMR 0.593 per FRT
thereof			
Next 10 days, per 10 days or part	2	OMR 0.845 per FRT	OMR 0.887 per FRT
thereof			
Next 10 days, per 10 days or part	3	OMR 1.135 per FRT	OMR 1.192 per FRT
thereof			
Thereafter, per 10 days or part	4,5,6,etc.	OMR 1.695 per FRT	OMR 1.780 per FRT
thereof			

10.1.9.2 Transshipment

Calculation of Storage and Demurrage in accordance with Clause 2.1.10.2

Demurrage Period Transshipment	Demurrage Slab	Demurrage Charge in OMR	Demurrage Charge in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
First 20 days	N/A	Free of charge	Free of charge
Next 5 days, per 5 days or part	1	OMR 0.565	OMR 0.593
thereof		per FRT	per FRT
Thereafter, per 5 days or part thereof	2,3,4,etc.	OMR 0.845	OMR 0.887
		per FRT	per FRT



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10.1.9.3 Long Term Storage

Cargo storage on Terminal 'on long term basis' will be charged and quoted for separately on a case to case basis. Storage requirements must be known to the Terminal in advance. For Cargo stored on long term basis Free Storage Time is not applicable.



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10.1.9.4 ISO Container Demurrage/Storage

Import demurrage for consignee account. Export demurrage for Vessel Agent account. Import and export demurrage conditions as set out in <u>Clause 2.1.10</u> are applicable.

SN	IMEX	Class	Container	Category /	Free	Demurrage	Rate	Charge in	Charge in
			Туре	Invoice Line	Storage	slabs	Basis	OMR	OMR
				description	Time			(incl. 0%	(incl. 5%
								VAT)	VAT)
Α	Import	Non-	20 ft	Container	10	Per 5 days	Each	10.375	10.894
		IMDG		demurrage 20		or part	Unit per		
				ft IMP			slab		
В	Import	Non-	40 ft	Container	10	Per 5 days	Each	15.565	16.343
		IMDG		demurrage 40		or part	Unit per		
				ft IMP			slab		
С	Import	2,3,4,5,	20 ft	Container	5	Per 5 days	Each	51.865	54.458
		6,8,9		demurrage		or part	Unit per		
				IMO 20 ft IMP			slab		
D	Import	2,3,4,5,	40 ft	Container	5	Per 5 days	Each	77.805	81.695
		6,8,9		demurrage		or part	Unit per		
				IMO 40 ft IMP			slab		
Е	Export	Non-	20 ft	Container	10 *	Per 5 days	Each	10.375	10.894
		IMDG		demurrage 20		or part	Unit per		
				ft EXP			slab		
F	Export	Non-	40 ft	Container	10 *	Per 5 days	Each	15.565	16.343
		IMDG		demurrage		or part	Unit per		
				40 ft EXP			slab		
G	Export	2,3,4,5,	20 ft	Container	5 *	Per 5 days	Each	51.865	54.458
		6,8,9		demurrage		or part	Unit per		
				IMO 20 ft EXP			slab		
Н	Export	2,3,4,5,	40 ft	Container	5 *	Per 5 days	Each	77.805	81.695
		6,8,9		demurrage		or part	Unit per		
				IMO 40 ft EXP			slab		

^{*} Cargo acceptance date, last day of free storage and cut-off times subject to booking. Cut-off shall in principle be at least 48 hours and during normal working hours unless it is agreed or required that the containers are delivered on a direct delivery basis.



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10.1.9.5 Dangerous Cargo and Hazardous Cargo Storage

Storage of Dangerous Cargo and Hazardous Cargo is subject to possibility, the Operator has the right to decide which Cargoes may be stored with respect to the Port Regulations.

Storage of Dangerous Cargo and Hazardous Cargo is not entitled to Free Storage Time, unless agreed otherwise in writing.

		Storage charges (per FRT per day, incl. 0% VAT)	Storage charges (per FRT per day, incl. 5% VAT)
		,	· · · · · · · · · · · · · · · · · · ·
Class 1 and 7	Each Day	On request	On request
Other classes, packed in	Each Day	OMR 2.375	OMR 2.494
Jumbo Bags			
Other classes, packed on	Each Day	OMR 3.060	OMR 3.213
pallets			
Other classes, not specified	Each Day	OMR 3.100	OMR 3.255
above			

10.1.9.6 Covered Storage

Rates for covered storage will be provided on request.

10.1.10 Other Services

The Operator will quote separately for other requested and non-specified services.

10.1.11 Transshipment

Transshipment related Rates can be found in Clause 10.4.14

For transshipment shipments of significant size, the Operator may offer special transshipment Rates on request.

10.1.12 Misdeclaration of Cargo Measurements

The Operator will, randomly or in full, verify declared Cargo measurements as per submitted packing list by the Vessel, Agent, shipping line or booking party. In the event the Operator finds measurements being under declared, cost will be charged in accordance to Clause 6.12.

10.1.13 Weighing Charges

Weighbridge charges include weighing full and empty trucks to determine delivered weight and include a delivery of weight receipt to the truck driver. In principle all Cargoes, exclusive Ro-Ro units, are weight upon delivery/collection of Cargo as required by law, unless physically not being able to go over the Operator's weighbridge. Weighbridges are calibrated up to 100 MT.

Service	Relevant charge in OMR (incl. 0% VAT)	Relevant charge in OMR (incl. 5% VAT)
Weighment of Cargoes	0.205 per FRT	0.215 per FRT
Weighbridge record per shipment	10.500 per report	11.025 per report

Note: Misdeclared weight will be charged in accordance to Clause 6.12



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10.1.14 Cargo Handling on Terminal with Mobile Shore Cranes

Cargo requested by Users or Cargo required to be handled with mobile shore cranes are subject to additional charges per move per Unit. Multiple moves may be required during Terminal Operations in connection to the Vessel and delivery operations (from quay up to delivery or vice versa).

Unit Weight	Delivery Charges by mobile shore	Delivery Charges by mobile shore	
	crane (incl. 0% VAT)	crane (incl. 5% VAT)	
Units up to 60 Metric Ton (single lift)	OMR 372.115 per Unit per move	OMR 390.720 per Unit per move	
Units between 60 and 100 Metric Ton	OMR 479.165 per Unit per move	OMR 503.123 per Unit per move	
(single lift)			
Units between 100 and 130 Metric	OMR 581.115 per Unit per move	OMR 610.171 per Unit per move	
Ton (single lift)			
Units above 130 Metric Ton or Twin-	On request	On request	
Lifts			
Deliveries exceeding 3 hours	OMR 165.670 per hour extra	OMR 173.954 per hour extra	

Note: Delivery rates include per move (a) maximum of 1 hour for the mobilization and demobilization of mobile shore cranes and (b) 2 hours provision of shore cranes, lifting gears, crane operators and riggers. For Cargo deliveries with mobile shore cranes, a prior delivery appointment is required to be made with the Operator.

Note: Cargo Handling on Terminal with mobile shore cranes require prior appointment which is to be requested at least 24 hours prior requirement, and always during office day before 12.00 AM hours.

10.1.15 Cargo Sorting & de-nesting of Cargo

Cargo will in principle be stored per bill of lading (imports) or booking (exports), unless specifically agreed otherwise. An alternative agreement should be agreed between the User and Operator in writing.

The declaring party shall provide the Operator with sorting requirements/instructions prior to arrival of Cargo with at least 24 hour notice and always during office hours before 12.00 AM hours.

If Cargo cannot be landed and segregated per bill of lading (or an alternative agreed segregating method) or in case of another sorting requirement by a User, Cargo sorting will be executed and charged to the User for the total amount of handled Cargo FRT.

Cargo landing mixed, due to absence of clear marks, stowage or any other reasons, are subject to sorting charges.

Cargo Sorting Charges 40% of applicable shore handling rates (Clause 10.1.1)

For Cargo (as per 10.1.3) which is subject to a 200% Rate, the above should be read as 40% of the 100% Rate or 20% of the 200% Rate.

De-nesting Charges 60% of applicable shore handling rates (Clause 10.1.1)

For Cargo (as per 10.1.3) which is subject to a 200% Rate, the above should be read as 60% of the 100% Rate or 30% of the 200% Rate.



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10.1.16 VAT (Value Added Tax)

→ VAT (Value Added Tax) is applicable as described in Clause 6.14.

10.1.17 Operator's Mafi Rental

Mafi trailers of the Operator can be rented for storage requirements upon request and subject to availability. Rental of Mafi trailers requires to be agreed between the Operator and the User prior commencement of Vessel and Terminal operations.

Relevant Storage Charges

Mafi rental per calendar day (up to Day 1-5: OMR 25.995 per unit per		Day 1-5: OMR 27.295 per unit per
100 MT)	(incl. 0% VAT)	day (incl. 5% VAT)
Mafi rental per calendar day (up to	Day 6+: OMR 51.740 per unit per day	Day 6+: OMR 54.327 per unit per day
100 MT)	(incl. 0%. VAT)	(incl. 5%. VAT)

No free time shall be applicable for the equipment rental.

10.1.18 Administration Fees

Documentation Charge Cargo Removal Order (CRO)	As per Clause 10.6.3
Documentation Charge Cargo Delivery Order (CDO)	As per Clause 10.6.3
Data Amendment	As per Clause 10.6.3
Terminal Entry Pass (Gate Pass)	As per Clause 10.6.4

10.1.19 Intimation of Cargo collection/delivery

For the purpose of efficient planning, co-ordination and truck turnaround times Users collecting or delivering Cargo are requested to intimate their plans to <u>delivery@om.steinweg.com</u>, preferably 24 hours prior requirement. Users not intimating their plans will be served, however it is to be noted that delays, if any, can occur.

10.1.20 Auctioned Cargo Charges

For account of the buyer of Cargo at auction:

Type of Charge	Charge in OMR	Charge in OMR
	(incl. 0% VAT)	(incl. 5% VAT)
Auctioned Cargo Charge	2.595 per FRT	2.725 per FRT
Demurrage Charges per slab of	1.695 per FRT	1.780 per FRT
10 days or part thereof		

Demurrage for the buyer of auctioned Cargo starts to count 10 days from the date of auction. Click here to go back to content page



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10.2 Shore handling rates for Ro-Ro Cargoes

Clause Number	Clause Name
<u>10.2.1</u>	Shore Handling Rate table for Ro-Ro Cargoes
10.2.2	Free Storage Time Ro-Ro Units and Demurrage Charges
10.2.3	Special Services
<u>10.2.4</u>	Transfer from place of rest to road carrier loading area
10.2.5	VAT (Value Added Tax)
<u>10.2.6</u>	Working Hours
10.2.7	Administration Charges
10.2.8	Weighing Fees
10.2.9	Misdeclaration
10.2.10	Auctioned Cargo Charges

Click a clause number to be directed to the clause in this chapter.

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10.2.1 Shore Handling Rate table for Ro-Ro Cargoes

SN	Unit type	Unit Range	Unit Rate	Unit Rate
			(OMR incl. 0%	(OMR incl. 5%
			VAT)	VAT)
A1	Self-propelled, wheeled units (New units)	Up to 3 MT	13.435	14.107
A2	Self-propelled, wheeled units (New units)	Above 3 MT up to 10	16.395	17.215
		MT		
А3	Self-propelled, wheeled units (New units)	Above 10 MT up to 20	21.810	22.901
		MT		
A4	Self-propelled, wheeled units (New units)	Above 20 MT up to 30	43.560	45.738
		MT		
A5	Self-propelled, wheeled units (New units)	Above 30 MT	2.050 per MT	2.153 per MT
В	Trailers (truck/trailer combination)	As per Below B1 to B6	As per below	As per below
	Note: Loaded trailers discharged from			
	Vessel and re-shipped empty are not subject			
	to further charges			
B1	Truck without trailer (dolly)	As per SN A	As per SN A	As per SN A
B2	Trailer without truck, inclusive towing	In Gauge Trailer	85.415	89.686
	(SEMI-trailer)			
В3	Trailer without truck, inclusive towing	Out of Gauge Trailer	200%	200%
	(SEMI-trailer)			
В4	Truck + Trailer combination	Up to 30 MT	43.560	45.738
B5	Truck + Trailer combination	Above 30 MT	2.050 per MT	2.153 per MT
В6	Truck + Trailer combination	Out of Gauge	200%	200%
		combination		
С	Tracked vehicles – Minimum charge	Surcharge over rates	35.080	38.587
	For protection of Vessel and quay-wall rope	mentioned in 10.2.1		
	to be used around tracks when driving units.	A1 to 10.2.1 A5		
	It is the responsibility of relevant Vessel's			
	agent to arrange suitable ropes for			
	discharge			

Remarks:

- 1. Vehicles, trailers and other wheeled or tracked units loaded on top of other units shall be considered as individual units (SN A1 to A5, B1 to B6 and C)
- 2. Other Cargo loaded on any wheeled or tracked unit, including Mafi trailer, shall be charged as general and Break-Bulk Shore Handling Rates (Clause 10.1.1).
- 3. General Cargo imported, exported or transshipped from/to Ro-Ro Vessel is charged as mentioned in (Clause 10.1.1).





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4. Shore handling charges for Transshipment vehicles / Ro-Ro units will be charged at 100% of the rates mentioned in SN – A1 to A5, B1 to B6 and C for the inbound movement (ship side to place of rest) and at 50% of the rates mentioned in SN – A1 to A5, B1 to B6 and C for the outbound movement (place of rest to ship side).

Conditions:

The before mentioned rates in 10.2.1 do not include Stevedoring charges and are based on the following conditions and services:

- a) All self-propelled units must start at once and be able to be driven under its own power.
- b) All wheeled units shall have sufficient air in their tires to be safely driven from/to Vessel and from/to Point of Rest. The Operator will not be responsible for damaged tires for those units which are removed or shifted with flat or under-inflated tires.
- c) Above rates cover movement of vehicle from ship-side to a Point of Rest in the marshaling yard for import units and vice/versa for export units, and from ship-side to marshaling yard and back to ship-side for transshipment units.

OUT OF GAUGE DIMENSIONS TRAILERS AND TRUCK TRAILER COMBINATIONS:

Туре	Considered oversized	Considered oversized	Considered oversized	
	(OOG) when length	(OOG) when width	(OOG) when height	
	exceeds	exceeds	exceeds	
Dolly New/ Used	15.00 meters	3.20 meters	4.50 meters	
SEMI Trailer New/Used	15.00 meters	3.20 meters	4.50 meters	
Truck + Trailer New/Used	20.00 meters	3.20 meters	4.50 meters	
(Dolly + Semi Trailer)				

10.2.2 Free Storage Time Ro-Ro Units and Demurrage Charges

Provided the Cargo is handled over the quay 10 days free storage is provided for imports and exports. Basis of storage and demurrage calculation in accordance to Clause 2.1.10.1 and Clause 2.1.10.3

Demurrage charges will be charged as per below schedule:

Demurrage Slab	1		2		3,4,5,	
Unit range	First 5	days of	Second 5 days of		Thereafter charged	
	demurrage, charged		demurrage, charged		per slab of 5 days	
	per slab of 5 days		per slab of 5 days		(OMR/Unit)	
	(OMR/Unit)		(OMR	/Unit)		
	0% VAT	5% VAT	0% VAT	5% VAT	0% VAT	5% VAT
Up to 3 MT	11.115	11.671	11.115	11.671	16.530	17.356
Above 3 MT up to 10 MT	15.465	16.238	15.465	16.238	23.040	24.192
Above 10 MT up to 20	19.530	20.506	19.530	20.506	29.270	30.733
MT						
Above 20 MT up to 30	25.205	26.465	25.205	26.465	37.670	39.553
MT						
Above 30 MT	33.610	35.291	33.610	35.291	50.400	52.920

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For transshipment units:

In case of transshipment or in transit, the first 20 days from GLD are free of storage charges.

Storage calculation as per Clause 2.1.10.2. Demurrage charges thereafter will be charged as per below schedule:

Unit range	Demurrage per calendar day (OMR/Unit, incl. 0% VAT)	Demurrage per calendar day (OMR/Unit, incl. 5% VAT)
Up to 3 MT	2.710	2.846
Above 3 MT up to 10 MT	3.255	3.418
Above 10 MT up to 20 MT	4.065	4.268
Above 20 MT up to 30 MT	5.150	5.407
Above 30 MT	6.780	7.120

10.2.3 Special services:

Service	Charges in OMR (incl. 0% VAT)	Charges in OMR (incl. 5% VAT)
Towing of Ro-Ro Cargo	40.635 per unit	42.670 per unit
Shifting of Ro-Ro units in yard	11.415 per unit	11.986 per unit
Assistance to start units due to	16.355 per hour or part thereof	17.173 per hour or part thereof
Mechanical defect		
Assistance to start units due to battery	20.750 per unit	21.787 per unit
deficiency		
Where work other than simple starting is	Labor, material and fuel at cost +	Labor, material and fuel at cost +
required	10%	10%
Support with loading of Ro-Ro units	15.295 per unit	16.060 per unit
truck client*		
Cargo condition Report	OMR 27.500 per unit	OMR 28.875 per unit
(On request)		

For each call out an administrative fee of OMR 10.000 (incl. 0% VAT) or OMR 10.500 (incl. 5% VAT) is charged.

(*) Client needs to sign a waiver of liability prior to this Operation.

10.2.4 Transfer from place of rest to road carrier loading area

In case of a dedicated area concept being applicable for a User:

The Operator will provide, on request and subject to availability and Operator's discretion, regular importers and/or exporters with a dedicated yard with adjacent truck loading areas. The shippers/consignees shall arrange for the move from the place of rest up to the truck loading areas and load the unit on truck for import shipments, and shall arrange unloading of units from truck at an appointed off-loading area and move the units up to place of rest for export shipments. Such a move is considered a 'transfer'.

In case no dedicated area concept is applicable for a User:



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For parties without a dedicated yard facility, the transfer from the place of rest up to the appointed truck loading point (in case of import) will be executed by the Operator, and vice versa in case of export. The loading or unloading of a truck will remain the responsibility of the transporter.

Such transfers are charged as follows:

Unit range	Transfer rate (OMR/Unit, incl. 0%	Transfer rate (OMR/Unit, incl. 5%
	VAT)	VAT)
Up to 3 MT	OMR 3.215 per unit	OMR 3.376 per unit
Above 3 MT up to 10 MT	OMR 3.740 per unit	OMR 3.927 per unit
Above 10 MT up to 20 MT	OMR 4.800 per unit	OMR 5.040 per unit
Above 20 MT up to 30 MT	OMR 6.385 per unit	OMR 6.704 per unit
Above 30 MT	OMR 10.660 per unit	OMR 11.200 per unit

Special rates for such transfer will be considered upon request by the Operator for regular importers/exporters.

10.2.5 VAT (Value Added Tax)

→ VAT (Value Added Tax) is applicable as described in <u>Clause 6.14</u>.

10.2.6 Working Hours

As per Clause 11.

Alternative working times for collection or delivery of RoRo units can be considered upon request.

10.2.7 Administration Charges

Documentation Charge Cargo Removal Order (CRO)

Documentation Charge Cargo Delivery Order (CDO)

Data Amendment

Terminal Entry Pass (Gate Pass)

As per Clause 10.6.3

As per Clause 10.6.3

As per Clause 10.6.4

10.2.8 Weighing Fees

→ Weighing fees will be charged as per Clause 10.1.13.

Note:

- General Cargoes off-loaded from or loaded on Ro-Ro Vessel are subject to weighing charges.
- Ro-Ro units off-loaded from or loaded on Ro-Ro Vessel are not subject to weighing charges.

10.2.9 Misdeclaration

Misdeclaration by the declaring party shall be charged to the declaring party in accordance to Clause 6.12

10.2.10 Auctioned Cargo Charges

→ Auctioned Cargo Charges will be charged as per Clause 10.1.20.

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10.3 Dry Bulk and minerals (Shore Handling and stevedoring) rates

Clause Number	Clause Name
<u>10.3.1</u>	Indicative Dry Bulk Rates
10.3.1.1	Indicative Stevedoring Rate Table
10.3.1.2	Indicative Shore Handling Rate Table
10.3.2	Free Storage Time and Demurrage Charges
<u>10.3.3</u>	Stevedoring Related Charges
<u>10.3.4</u>	Permissible time and Gang Idle Time
<u>10.3.5</u>	Working hours for Cargo delivery and Cargo Receiving (Shore Handling)
<u>10.3.6</u>	Vessel Related Charges
<u>10.3.6.1</u>	Quay Dues
<u>10.3.6.2</u>	Garbage Collection and Garbage Skips
<u>10.3.6.3</u>	Crew Changes
<u>10.3.6.4</u>	Supplies
<u>10.3.6.5</u>	Others
<u>10.3.7</u>	Unworkable Vessel
10.3.8	Aggregates and Limestone Export Tariff
<u>10.3.8.1</u>	Cargo Conditions
<u>10.3.8.2</u>	Aggregates and Limestone Stevedoring Tariff
<u>10.3.8.3</u>	Aggregates and Limestone Cargo Receiving Service (Shore Handling)
10.3.8.4	Free Storage Time and demurrage
<u>10.3.8.5</u>	Excess delivered Cargo (Cargo Leftovers)
10.3.8.6	Storage Laydown Areas
10.3.8.7	Stevedoring Gang Idle Time
10.3.8.8	In-warehouse cargo release
10.3.8.9	Vessel Related Charges
<u>10.3.9</u>	VAT (Value Added Tax)

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Dry bulk Cargo means the dry Cargo suitable for being discharged/loaded loose from/to the carrying Vessel by means of grabs, conveying systems or vacuum equipment. Dry Bulk or minerals handling concept for 'Received at Terminal' or 'Direct delivery' will be quoted for on a 'Case by Case' basis, taking in to account the specifications of the service and the nature of the Cargo.

The Operator needs to be in the possession of the following information in respect of the required service;

- 1) A MSDS (Material Safety Data Sheet) of the Cargo; and
- 2) Bulk density of the Cargo (metric ton per cubic meter); and
- 3) The required scope of service, including Vessel handling and storage requirements information; and
- 4) Particle sizes and moisture information; and
- 5) Any potential measures to be taken to avoid environmental pollution, cross-contamination, dust generation or other to be avoided events; and
- 6) Whether a special method of storage is required; and
- 7) Hazardous characteristics (if any) in relation to people, equipment, storage area and/or other goods; and
- 8) Special handling instructions

10.3.1 Indicative Dry Bulk Rates

10.3.1.1 Indicative Stevedoring Rate table:

Stevedoring Related Activity	Charge in OMR (incl. 0% VAT)	Charge in OMR (incl. 5% VAT)
Stevedoring	0.865/MT	0.908/MT
Stevedoring Overtime	Quoted on case by case basis	Quoted on case by case basis
Provision of Grabs	Quoted on case by case basis	Quoted on case by case basis
Shore Crane surcharge	0.315/MT	0.330/MT
Vessel hatch cleaning/clearing	Quoted on case by case basis	Quoted on case by case basis
Stevedoring Gang Idle Time	As per Clause 10.3.4	As per Clause 10.3.4

10.3.1.2 Indicative Shore Handling Rate table:

Shore Handling Related Activity	Charge in OMR (incl. 0% VAT)	Charge in OMR (incl. 5% VAT)
Terminal transportation from/to quay from/to	0.365 / MT	0.383 / MT
place of rest		
Shore handling	0.815 / MT	0.855 / MT
Free Storage and Demurrage Charges	Quoted on case by case basis	Quoted on case by case basis
Weighbridge charges	0.205 / MT	0.215 / MT
Gate Pass Charges (Terminal Entry Pass)	As per Clause 10.6.4	As per Clause 10.6.4
CRO Charges	As per Clause 10.6.3	As per Clause 10.6.3
CDO Charges	As per Clause 10.6.3	As per Clause 10.6.3
Environmental Surcharge (if any)	Determined basis Cargo	Determined basis Cargo
	characteristics	characteristics



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Notes on Clause 10.3.1.1 and Clause 10.3.1.2:

The Indicative Rates are on indicative basis only and the Operator will quote on case by case basis (unless a service level agreement or the like is entered into with a User) after having received the information set out above in the beginning of <u>Clause 10.3</u>.

Rates of conveying systems or vacuum equipment, if and subject to availability, is not included in the Indicative Rates and shall be added by Operator.

The Indicative Rates are based on:

- a) Dry Bulk Cargo with a minimal (loose) bulk density of 1.0 MT / CBM; and
- b) Dry Bulk Cargo which is not lumpy and which allows for easy grab access and manipulation; and
- c) Dry Bulk Cargo allowing for grab operations without the use of other machinery; and
- d) Dry Bulk Cargo for which Cargo manipulations can be executed without dust emissions and which (based on the Operator's assessment) do not require the deployment of dust suppressing measures and machinery to mitigate dust emissions; and
- e) Dry Bulk Cargo is not considered Dangerous Cargo or Hazardous Cargo, nor having potential side effects to HSSE (health, safety, security and environment), Terminal Facilities or Cargoes of other Users. Dry Bulk Cargo deemed (based on the Operator's assessment) to (may) have such side effects or which is classified as Dangerous Cargo or Hazardous Cargo may be rejected by the Operator at the Operator's discretion.
- f) Dry Bulk Cargo that is in free flow conditions, with sizes not larger than 60 mm.

The Operator is at liberty to deploy shore cranes when and where deemed to be required for the optimization, efficiency and other reasons in the field of HSSE.

Rates exclude any cost related to the cleaning/clearing up during Vessel operations and cleaning of residue after completion of Vessel operations in the Vessel and on the quay-wall, which are charged separately based on equipment's and manpower used (unless quoted for). It is the sole decision of the Operator to decide whether quay-wall requires being cleaned/cleared.

Subject to the nature of the Cargo an environmental surcharge might be applicable.

10.3.2 Free Storage Time and Demurrage Charges

Free Storage Time and Demurrage Charges will be considered by the Operator on a case basis taking into consideration the Cargo, shipment size and Cargo delivery/receiving patterns.

Basis of Calculation as per Clause 2.1.10.1 and Clause 2.1.10.3

10.3.3 Stevedoring Related Charges

Taken into consideration the common characteristics of the Dry Bulk trade (with terms of shipment often/regular being FOB or Free Out), the Operator will accept as an exception to <u>Clause 2.1.23</u> and in specific to "Irrespective of the terms of shipment, payment of stevedoring and related service charges will be the responsibility of the Vessel and/or his agent", to debit Stevedoring related Charges to the shipper (under FOB terms of shipment) or to the consignee (under Free Out terms of shipment) or their agent. This includes Stevedoring Gang Idle time related to the



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Vessel (including but not limited to hatches not opening, Vessel cranes not working); unless agreed otherwise between Shipper, Vessel Agent and Operator.

With regard to Stevedoring Gang Idle Time, the following Gang Idle Time shall be debited to the Vessel or his Agent:

- a) The delayed arrival of a Vessel (in accordance to Clause 10.4.10)
- b) The delayed period until the Operator can commence the loading or discharging of a Vessel (i.e. till free pratique, completion of initial draft survey and the Vessel being ready in all aspects to receive or deliver Cargo);
- c) Excess time consumed by the Vessel to take draft surveys, including intermediate and final draft surveys;
- d) The delayed period related to disputes of any kind causing an obstructed or delayed operation. For example disputes between Consignee, Consignor, Charterer, Vessel Owner or the like.

For the purpose of Unworkable Vessel (<u>as per Clause 10.4.26</u>), Unworkable Vessel related charges are not deemed by the Operator to be Cargo related delays and, irrespective of the terms of shipment, will be debited to the Vessel or her Agent.

10.3.4 Permissible time and Gang Idle Time

Permissible time for	Grace Period
Vessel Arrival (up to all lines fast)	As per Clause 10.4.10
All lines fast up to the moment the Vessel is ready in all aspects to commence	120 minutes
delivery or receipt of Cargo, which includes obtaining free pratique and	
conducting initial draft survey by the Vessel	
Total time for intermediate draft surveys and final draft survey	90 minutes
(to the extent not executed during break hours of the Operator)	
Other delays during Cargo operations which are undisputable attributable to the	30 minutes
Vessel	

Gang Idle Time Rates:

Indicative Gang Idle Time Rate: OMR 520.000 (incl. 0% VAT) or OMR 546.000 (incl. 5% VAT) per Gang hour or part thereof.

In case of Free In/Free Out shipping terms, the idle time/delay caused by the Vessel, for reasons such as but not limited to:

- a) Vessel crane failure (idle time)
- b) Vessel power failure not allowing all cranes to be used simultaneously (lost time)
- c) Hatches not opening
- d) Other reasons attributable to the Vessel

will be charged to the Consignor or Consignee as common to the dry bulk trade, unless agreed otherwise prior to berthing of the vessel.

Unless agreed otherwise or unless the Operator has informed the Vessel or his Agent 72 hours prior Vessel estimated time of arrival of a different Gang Idle Time Rate, the Indicative Gang Idle Time Rate will apply for that Vessel only.

10.3.5 Working hours for Cargo delivery and Cargo Receiving (Shore Handling)

Shall be standard working Hours or otherwise agreed working hours between the Operator and User.

10.3.6 Vessel Related Charges

Vessel Related Charges are irrespective of the terms of shipment debited to the Vessel or his Agent.

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10.3.6.1 Quay Dues

Quay dues are applicable as per Clause 10.4.27

10.3.6.2 Garbage Collection and Garbage Skips

- Garbage skips will be made available to all Vessels berthing alongside the Terminal.
- Skips may be used for general household garbage and for removed lashing material and dunnage.
- It is strictly prohibited to use the garbage skips for the disposal of Hazardous Substances (cfr. IMDG regulations). A separate authorization has to be obtained for the removal of such substances.
- Minimum one garbage skip will be provided for each Vessel berthing alongside the Terminal. For each waste category, a separate skip will be provided.
- Rental charges for the provided skip(s) include cost to remove the environmental harmless and not as dangerous good classified garbage will be debited at OMR 54.545 (incl. 0% VAT) or OMR 57.272 (incl. 5% VAT) per skip and will be debited to the Vessel and/or Agent.

10.3.6.3 Crew Changes

Crew changes are allowed by the Operator for Cargo operating Vessels.

For non-Cargo operating Vessels crew changing services will be offered on request.

For Cargo operating Vessels such crew changes should be executed in between berthing and prior completion of discharge/loading operations.

Charges for crew changes are as follows;

- → Gate Pass Charges as per Clause 10.6.4
- → Administrative Charges of OMR 35.000 (incl. 0% VAT) or OMR 36.750 (incl. %5 VAT) per Vessel call.

10.3.6.4 Supplies

Supply of water, bunkering (foodstuff) and/or fuel trucks to Vessels

For all parties wanting to bring in water, bunkering (food) and/or fuel trucks to Vessels, the following charges per truck apply, which will be debited to the agent or relevant party:

Type of supply	Charges in OMR per truck	Charges in OMR per truck
	(incl. 0% VAT)	(incl. 5% VAT)
Water	23.295	24.459
Bunkering (food and other supplies)	23.295	24.459
Fuel	67.440	70.812
Above services per barge or the like	155.475 per call	163.248 per call

10.3.6.5 Others

Offered on request.

10.3.7 Unworkable Vessel

Vessels are deemed unworkable when one of the following cases occur;

Vessels on which the Stevedoring is stopped or completed and is technically or operationally not moveable, due to blackout, strike, dispute, or the like.



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- Vessels are not sailed within 3 hours after completion of Vessel discharge/loading operation. A Vessel shall be deemed (for Dry Bulk) to have completed Vessel discharge/loading upon completion of final draft survey.
- Regardless the before mentioned, the Operator reserves the right to move/shift the Vessel away from her berths at all times at Vessel/owners expense.

Irrespective of the terms of shipment, Unworkable Vessel is always debited to the Vessel or his Agent.

Unworkable Vessel Charges: OMR 2.165 (incl. 0% VAT) or OMR 2.273 (incl. 5% VAT) per hour multiplied by the Vessels LOA.

10.3.8 Aggregates and Limestone Export Tariff

10.3.8.1 Cargo Conditions

For Aggregates: This Tariff is based on coarse aggregates standard cargo sizes, inclusive 0 – 5mm, 5-10mm, 10-20mm, 20-40mm, 40-60mm particle sizes. Crushed Sand (0-5mm) and cargo sizes exceeding 60mm on request and subject to Operator's acceptance, other conditions, scope and tariffs.

For Limestone: This Tariff is based on standard cargo sizes, inclusive 0 – 5mm, 5-10mm, 10-20mm, 20-40mm, 40-60mm particle sizes. Size 0-5mm and cargo sizes exceeding 60mm on request and subject to Operator's acceptance, other conditions, scope and tariffs.

10.3.8.2 Aggregates and Limestone Stevedoring Tariff

Rates inclusive of:

- a) Cargo handling from the Point of Rest at the Terminal
- b) Cargo transportation to quay
- c) Quay handling
- d) Stevedoring
- e) The supply of lifting and loading equipment as available at the Terminal.

Working hours; 24/7, Friday morning and officially declared holidays excluded unless used.

Shipment Size (metric tons)	Stevedoring Rate Aggregates (OMR per MT)		Stevedoring R (OMR p	
	Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT
Up to 30,000	On request	On request	On request	On request
30,001 to 45,000	0.700	0.735	0.700	0.735
45,001 to 80,000	0.675	0.709	0.675	0.709
80,001 and above	0.650	0.683	0.650	0.683

Above rates are applicable for loading of complete vessels. Rates can vary in case of parcel shipments and/or operating on one hatch or a limited number of hatches.



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10.3.8.3 Aggregates and Limestone Cargo Receiving Service (Shore Handling)

Shore Handling Charges Aggregates: OMR 0.175 (incl. 0% VAT) or OMR 0.184 (incl. 5% VAT) per Metric Ton.

Shore Handling Charges Limestone: OMR 0.175 (incl. 0% VAT) or OMR 0.184 (incl. 5% VAT) per Metric Ton.

Inclusive in the service

- a) Administration: issuing CDO (cargo delivery order)
- b) Cargo delivery coordination
- c) Issuance of gate passes (first 50 '10 day-passes' included, extra passes as per Tariff)
- d) Weight registration (as per requirements Oman authorities)
- e) Receiving and stockpiling Cargo into storage areas (using wheel loaders or the like)
- f) Provision of dust suppressing machinery
- g) Cargo delivery during normal aggregate delivery hours (up to 24 hours per day, holidays excluded unless used)
- h) Provision of storage space during the free time, as specified in 10.3.8.4

10.3.8.4 Free Storage Time and demurrage

Shipment Size (metric tons)	Free Storage Time allocation in Calendar Days for Cargo Delivery Aggregates	Free Storage Time allocation in Calendar Days for Cargo Delivery Limestone
0 to 30,000	On request	On request
30,001 to 45,000	8	8
45,001 to 60,000	10	10
60,001 and above	12	12

Basis of Calculation as per Clause 2.1.10.3.2

Note: Users must reasonably spread Cargo delivery to the Terminal throughout the day and arrange transportation as such that trucks do not cluster and arrive in large quantities simultaneously.

Failure to spread transportation throughout the free storage period may result in delayed delivery of the shipment to the Terminal which shall not constitute a delay to have been caused by the Operator neither an argument for a waiver of demurrage charges. The Operator can provide the User on request with Cargo delivery reports, free of charge, allowing it to monitor and manage its transportation to the Terminal.

Demurrage Charges: OMR 0.025 (incl. 0% VAT) or OMR 0.026 (incl. 5% VAT) per day multiplied by the shipment size.



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Extension of Storage period:

On request, subject to possibilities and to be agreed between the User (entering into the export booking) and Operator. Granted extension of delivery days shall be charged as follows unless specifically agreed otherwise.

Extended period	Storage Charge in OMR for Aggregates and Limestone (incl. 0%. VAT)	Storage Charge in OMR for Aggregates and Limestone (incl. 5%. VAT)
Each extended Calendar	0.010 x shipment size in MT	0.011 x shipment size in MT
Day		

10.3.8.5 Excess delivered Cargo (Cargo Leftovers)

Users are allowed to deliver up to 2% extra Cargo in addition to the shipment size (basis quarry weight slips/records) for the purpose of ensuring sufficient Cargo availability and off-setting any differences between scale and draft survey weight. Any remaining Cargo will be kept separate and should be collected within 3 days from the date of Vessel's loading is completed.

The Operator will at its discretion shift the Cargo to a suitable storage area for collection by the User in the event leftovers block storage areas assigned for shipments.

Shifting, weighing and re-loading Cargo leftovers:

Storage Charges Cargo leftovers:

OMR 0.275 (incl. 0% VAT) or OMR 0.289 (incl. 5% VAT) per MT *

OMR 0.025 (incl. 0% VAT) or OMR 0.026 (incl. 5% VAT) per MT per Day*, after an initial 3 days free period (date of sailing as

first day of free period)

<u>Yard cleaning Charges on Client's request:</u>
OMR 125.000 (incl. 0% VAT) per 1,000 square meters or

OMR 131.250 (incl. 5% VAT) per 1,000 square meters

10.3.8.6 Storage Laydown Areas

Operator and User may agree on the provision of a laydown area based on the business case and periodic tonnages of the User. Rates and conditions will be agreed bilaterally.

10.3.8.7 Stevedoring Gang Idle Time

Gang Idle Time Charges for Aggregates and Limestone in case of Mobile Harbour Crane usage:

- a) OMR 650 (incl. 0% VAT) or OMR 682.500 (incl. 5% VAT) per Gang hour or part thereof.
- Gang Idle Time Charges for Aggregates and Limestone in case of Vessel Crane usage:
 - a) OMR 450.000 (incl. 0% VAT) or OMR 472.500 (incl. 5% VAT) per Gang hour or part thereof.

In case of Free in/Free out shipping terms, the gang idle time charges related to the vessel (including but not limited to vessel crane breakdown, hatches not opening) will be charged to the Consignor of Consignee as common to the dry bulk trade, unless agreed otherwise prior to berthing of the vessel.

Calculated in accordance to Clause 10.3.4

^{*} charged over leftover quantity



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10.3.8.8 In-warehouse cargo release

In-warehouse cargo releases from one User to another User at the CSO premises are subject approval by the Operator, and only effected as per the official release process. An in-warehouse cargo release is subject to an administrative fee of OMR 150.000 (incl. 0% VAT) or OMR 157.500 (incl. 5% VAT)

10.3.8.9 Vessel Related Charges

As per Clause 10.3.6 (and sub-clauses) and Clause 10.3.7

10.3.9 VAT (Value Added Tax)

→ VAT (Value Added Tax) is applicable as described in Clause 6.14.



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10.4 Stevedoring rates (non Ro-Ro)

Clause Number	Clause Name
<u>10.4.1</u>	Rate Table Stevedoring (non Ro-Ro)
10.4.2	Volume Discounts
10.4.3	Heavy Lifts and Oversized Cargo
10.4.4	Dangerous, Hazardous and (ob)noxious Cargoes
10.4.5	Distressed Cargo
<u>10.4.6</u>	Discharging and Loading
<u>10.4.7</u>	Readiness to work on Arrival
<u>10.4.8</u>	Detention of Stevedoring Gangs and equipment (Gang Idle Time)
<u>10.4.9</u>	Detention of handling equipment
<u>10.4.10</u>	Gang and shift assignment
<u>10.4.11</u>	Gang Allotment
<u>10.4.12</u>	Rigging Vessel cranes
<u>10.4.13</u>	Opening and closing of hatches
10.4.14	Transshipment Cargo
<u>10.4.15</u>	Shifting Cargo on board (re-stow)
<u>10.4.16</u>	Fresh Water for Labor
10.4.17	Specialized Cargo Gear / Terminal Tackle ('Lifting gears' or 'gears')
10.4.18	Loading / Discharge Report
<u>10.4.19</u>	Delay Report
10.4.20	Cargo Sorting
10.4.21	Locker / Deep Tank and Cabin Cargo
<u>10.4.22</u>	Shift Identification
10.4.23	Extra Services
<u>10.4.24</u>	Overtime Surcharge
<u>10.4.25</u>	Bad Stowage
<u>10.4.26</u>	Unworkable Vessels
10.4.27	Quay Dues
<u>10.4.28</u>	Operational Vessel delays endangering delays of other Vessel arrivals
10.4.29	Unlashing and Lashing
10.4.30	Shore Crane Usage
10.4.31	Unclaimed Cargo
10.4.32	VAT (Value added Tax)
10.4.33	Crew Changes
10.4.34	Dhows and Country Crafts
10.4.35	Supplies
10.4.36	Garbage Collection and Garbage skips
<u>10.4.37</u>	Misdeclaration of Weight and/or Measurements

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10.4.1 Rate Table Stevedoring (non Ro-Ro)

Each Ton is considered a Freight Ton (FRT), and is unless otherwise specified

Calculated on volume (CBM - m³) at extreme measurements (calculated by biggest length x biggest width x biggest height - all in meters) or metric ton (referred to in this Tariff as "Metric Ton", "MT" or "Mton", whatever highest.

SN	Category	Stevedoring	Stevedoring
	<i>,</i>	(OMR per FRT incl.	(OMR per FRT incl.
		0% VAT)	5% VAT)
Α	Timber	2.090	2.195
В	Plywood Bundles	2.205	2.315
С	Jumbo Bags and pre-slinged bags (minimal 1 MT per	2.015	2.116
	unit average, lower average will result in an increased		
	Pro Rated adjustment of the Rate)		
D	Steel Coils, Billets, Wire rod, angles, etc.	2.090	2.195
E	Steel Rebar	2.715	2.850
F	Steel Pipes (coated and uncoated)	3.505	3.680
G	Ro-Ro Cargoes	As per Clause 10.5.1	As per Clause 10.5.1
Н	General Cargo and not otherwise specified Cargoes	2.445	2.567
	(Including Palletized Cargo)		
ı	Dry Bulk and minerals	As per Clause 10.3	As per Clause 10.3
J	Aggregates and Limestone	As per Clause 10.3.8	As per Clause 10.3.8
K	Aluminium and other non-ferrous metals	On Request	On Request
L	Any Unit over 20 Metric Ton (unless of a weight	200% of A-F,H	200% of A-F,H
	exception as mentioned in Clause 10.4.3)		
M	Any Unit out of gauge, exceeding one or more of the	200% of A-F,H	200% of A-F,H
	following dimensions in meters: length > 12.0, width >		
	2.40, height > 3.0 (unless of a dimension exception as		
	mentioned in <u>Clause 10.4.3</u>)		
N	Livestock	On Request	On Request
L	ISO Containers	As per <u>Clause</u>	As per <u>Clause</u>
		<u>10.4.1.1</u>	<u>10.4.1.1</u>



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10.4.1.1 Stevedoring ISO Containers

Rates apply to 20' and 40' containers regardless of IMO Class and regardless of IMEX status. A 20' container shall be a container up to 20', and a 40' container shall be a container exceeding 20' up to 45'. All rates chargeable to Vessel Agent.

SN	IMEX	Class	Container	Category / Invoice Line	Rate	Charge in OMR	Charge in OMR
			Туре	description	Basis	(incl. 0% VAT)	(incl. 5% VAT)
Α	Any	Any	Any	Stevedoring Charges	Each Unit	15.565	16.343
				Containers (normal			
				hours)			
В	Any	Any	Any	Stevedoring Charges	Each Unit	23.345	24.512
				Containers (overtime			
				hours)			
С	Any	Any	Any	Stevedoring Charges	Each	316.395	332.215
				Containers	Gang		
				- Gang Idle Time	Hour or		
					part		
D	Any	Any	Any	Restow Containers -	Each Unit	15.565	16.343
				Vessel-Vessel			
Е	Any	Any	Any	Restow Containers -	Each Unit	31.120	32.676
				Vessel-Quay-Vessel			
F	Any	Any	Any	Mobile Harbor cranes	Hour	As per Tariff	As per Tariff
				If gearless or used at CSO	Tariffs	<u>10.6.1.1</u>	<u>10.6.1.1</u>
				discretion	Mob		
					De-Mob		
G	Any	Any	Any	Provision of container	-	Included	Included
				spreaders			
Н	Any	Any	Any	Unlashing	-	Included	Included
I	Any	Any	Any	Stevedoring Container	Per Unit	5.355	5.622
				Lashing assistance			

Lashing

Container lashing assistance is based on the provision of labour only and assistance is offered on behalf, for risk and expense of the Vessel only.



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10.4.2 Volume discounts

Volume discounts will be granted for cargo specified in Clause 10.4.1 items A-F, H, and L-M as follows per call:

Shipment size	Volume discount
Up to 5,000 FRT	NIL
Between 5,001 – 10,000 FRT	10%
Between 10,001 – 15,000 FRT	20%
More than 15,001 FRT	30%

10.4.3 Heavy lifts and oversized Cargo

Single units weighing over 20 Metric Ton and/or with dimensions exceeding one of the maximums of length (12.0 meter), width (2.4 meter) or height (3.0 meter) will be charged at 200% of the rates (as specified in Clause 10.4.1 L and M).

Exception to the above i.e. special criteria are (in case no special criteria this is mentioned as not applicable):

Cargo	Considered heavy	Considered	Considered	Considered
	lift when weight	oversized when	oversized when	oversized when
	exceeds	length exceeds	width exceeds	height exceeds
Steel Pipes	Not applicable	18 meters	1.65 meters	1.65 meters
Steel Rails	Not applicable	18 meters	Not applicable	Not applicable
Steel Rebar and	Not applicable	15 meters	Not applicable	Not applicable
Steel Billet				
Steel Coils	40 Metric Ton	Not applicable	Not applicable	Not applicable
Steel Plates	30 Metric Ton	15 meters	4 meters	Not applicable
Steel Poles	Not applicable	18 meters	1.65 meters	Not applicable
Steel Sheets	30 Metric Ton	15 meters	4 meters	Not applicable

Note: Units with excessive dimensions and/or with weights above 40 MT have to be co-ordinated between agents and Operator well in advance of shipment arrival. The use of mobile shore cranes has to be requested in advance and are subject availability.

Units, which cannot be handled with mobile shore cranes, should arrive in a Vessel with self-sustained lifting gear. In case a Vessel is not self-sustained to (off-)load Cargo, arrangements should be made with the Operator prior loading on board or Delivery of Cargo to Terminal. It remains the sole responsibility of the Vessel or Agent to ensure Cargo can be lifted from/to the Vessel.

Units which cannot be handled on shore with either mobile shore cranes or other Terminal equipment should generally be taken on Direct Delivery Basis. For all units over 40 MT pre-permission is required from the Operator to receive units on 'Received at Terminal' basis.



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10.4.4 Dangerous, Hazardous and (ob)noxious Cargoes

Full details of all Dangerous Cargo and Hazardous Cargo should be submitted to the Operator prior actual operations. Dangerous Cargo and Hazardous Cargo will only be received at the Terminal by advance arrangement / prior approval with the Operator. The Operator reserves the right to refuse or handle any Cargo or provide storage, which in its judgement is likely to damage human health, other Cargo or property.

Stevedoring charges shall be 150% of applicable Stevedoring rates.

Class 1 and 7 on request.

10.4.5 Distressed Cargo

Cargo that has been subjected to fire, water, shifting, or other causes that will cause the Cargo to be handled in another than the normal efficient manner, shall be subject to special rates at the discretion of the Operator.

10.4.6 Discharging and Loading

This shall include supplying Stevedoring gangs, winch men, signalmen and foremen for the performance of handling Cargo onboard the Vessel.

10.4.7 Readiness to work on arrival

Vessels berthing are deemed to be willing and workable to commence Cargo operations not later than 2 hour after being berthed. The Operator will allocate gangs on the Vessel based on the estimated time of arrival (24 hours' notice) provided by the Vessel owner or its agent.

Requests submitted during office hours to deviate from the above will be considered on case by case basis but shall not be unreasonably withheld.

Detention of stevedoring gangs is applicable for Vessels which cannot commence discharge or loading operations from 2 hours after berthing till commencement of operations as per detention rates of Clause 10.4.8.



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10.4.8 Detention of Stevedoring Gangs and Equipment (Gang Idle Time)

Gangs kept waiting for the arrival of the Vessel and/or commencement of work, opening or replacing hatch covers, shifting Cargo, cleaning holds, dunnaging or other reasons attributable to the Vessel, are for the account of the Vessel, with a minimum of 1 hour per shift. Overtime surcharge is applicable to this expense.

Detention of Gang	Gang Idle Time charge per gang per hook (in OMR, incl. 0% VAT)	Gang Idle Time charge per gang per hook (in OMR, incl. 5% VAT)
Timber / Plywood	220.000	231.000
Jumbo Bags and pre-slinged Bags	275.000	286.650
Palletized Cargo	220.000	231.000
Steel Coils, Billets, Wire Rods, Plates,	235.000	246.750
Angles, Pipes, etc.		
Steel rebar	375.000	393.750
Ro-Ro Cargoes	As specified in Schedule 10.5.5	As specified in Schedule 10.5.5
General Cargo and not otherwise	315.000	330.750
specified Cargoes		
Dry Bulk and Minerals	As per <u>Clause 10.3.4</u>	As per <u>Clause 10.3.4</u>
Gang detention during overtime	135% of above rates	135% of above rates

Note: Material and equipment expenses are included in the above.

Note: Detention (Gang Idle Time) due to late Vessel arrival and commencement of operations is always for account and chargeable to the Vessel or its Agent.

Note: Vessels on which the Stevedoring is stopped by the Vessel master or Vessel Agent at any time, due to for instance the nature of the Cargo, are subject to detention (Gang Idle Time) charges, unless an operational plan is agreed in writing between the Vessel or its agent and the Operator prior commencement of the operation which is waiving these costs.

10.4.9 Detention of handling equipment

In line with Clause 10.4.8, detention of equipment is included.



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10.4.10 Gang and shift assignment

The Operator allocates its gangs for Vessel operations basis

- The ETA notice received 24 hours prior Vessel arrival for Vessel arrivals during weekdays.
- The latest available ETA update submitted before weekend overtime cut-off time for Vessel arrivals during weekends.

The Vessel agent shall advise the Operator in case of changes in ETA prior cut-off times for gang planning.

Gang Planning	Cut-off time
Morning shift during weekdays	Previous day before 12.00 hours
Afternoon shift during weekdays	Previous Day before 12.00 hours
Night shift during weekdays	Same day before 12.00 hours
Weekend overtime	Thursday before 12.00 hours
Holiday overtime	The Previous Business day (Sunday-Thursday)
	before 12.00 hours prior a holiday

Grace shall be given if ETA updates are given prior the applicable cut-off time.

In the event a Vessel is delayed and such change is not informed in writing prior to the cut-off time, the Operator will charge a full shift detention (Gang Idle Time) of 8 hours multiplied by the number of gangs planned by the Operator. For the consecutive shifts the Operator will endeavor to allocate the gangs to other operations if possible. Where not successful the remaining costs will be charged per full gang hour to the Vessel and/or its Agent.

Specific instructions can be given by the Agent to the Operator not to plan berthing and/or deploying gangs till further notice.

10.4.11 Gang allotment

The Operator is responsible for allotting gangs onboard the Vessel. Agent or Master is not allowed to switch gangs from one hatch to another unless prior consent from the Operator is obtained. It is at the discretion of the Operator to deploy the number of gangs to work on the Vessel. In overtime hours overtime charges will be applicable and chargeable to the Vessel owner or its agent as per Tariff, unless specifically agreed otherwise in writing.

10.4.12 Rigging Vessel cranes

Ship's crew is responsible for rigging Vessel cranes, opening and closing hatches or any other gear. Time lost during such operation, shall be charged as per Clause 10.4.8



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10.4.13 Opening and closing of hatches

Opening and closing of hatches (hatches mean pontoons, Upper Tween Deck, Lower Tween Deck, etc.,) is the responsibility of the Vessel.

Charges for pontoons will be as follows:

Operation Executed	Pontoons landed	Grace time per pontoon	Charge per pontoon OMR		Detention charges after
			0% VAT	5% VAT	grace time
By Vessel crew	Not ashore	15 minute average	No C	harge	As per 10.4.8
By Vessel crew	ashore	15 minute average	51.865	54.458	As per 10.4.8
By Operator	ashore or not ashore	Not applicable	51.865	54.458	Not applicable

The Operator may execute such operation at its discretion. If the Operator deploys shore cranes for its own convenience when it executes handling of pontoons, no shore crane rental charges will be levied for the period the Operator is handling pontoons with shore cranes.

10.4.14 Transshipment Cargo

Cargo transshipped Vessel to Vessel via quay-wall will be charged as per the below table:

Charge Item	Rate	Rate Clause
Shore Handling for inbound transshipment Cargoes	100% of Shore Handling Rate	<u>10.1.1</u>
Shore Handling for outbound transshipment Cargoes	50% of Shore Handling Rate	<u>10.1.1</u>
Stevedoring for inbound transshipment Cargoes	100% of Stevedoring Rate	<u>10.4.1</u>
Stevedoring for outbound transshipment Cargoes	100% of Stevedoring Rate	<u>10.4.1</u>

Note: For significant transshipment volumes the Operator will/may offer special transshipment Rates upon request of the Vessel or Agent.

10.4.15 Shifting Cargo on-board (re-stow)

Operation	Stevedoring Rate	Shore Handling Rate
Shifting within hatch	100% of <u>Clause 10.4.1</u>	Not applicable
Shifting hatch to hatch without landing on quay	150% of <u>Clause 10.4.1</u>	Not applicable
Re-stow via quay	150% of <u>Clause 10.4.1</u>	100% of <u>Clause 10.1.1</u>

10.4.16 Fresh Water for Labour

A supply of potable water shall be made available by the Vessel or Agent to the laborers onboard the Vessel, free of cost. In summer season the water supplied shall be cold or with ice.



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10.4.17 Specialized Cargo Gear / Terminal Tackle ('Lifting gears' or 'gear')

The Operator will supply the standard gear needed to effect discharge/loading of Cargo at the rates mentioned below. However, in the instance of specialized gear required for discharging/loading of special Cargo or lifts, appropriate gear has to be supplied by the Vessel or its representative. Any such gear must have up to date certification pertaining to the safety of the gear and such certification shall be provided to the Operator. If no such information is available the Operator reserves the right to reject such gear and shall, if possible, supply suitable gear at Vessel's / Agent's expense.

Cargo	Lifting Gear Charges (incl. 0% VAT)	Lifting Gear Charges (incl. 5% VAT)
General and Project Cargo	As per actual, as per equipment charges	As per actual, as per equipment
	in <u>Clause 10.6.2</u>	charges in Clause 10.6.2
Dry Bulk	As per <u>Clause 10.3.1</u>	As per <u>Clause 10.3.1</u>
Timber, Plywood Bundles	OMR 0.095 per FRT	OMR 0.099 per FRT
Jumbo Bags	OMR 0.165 per FRT	OMR 0.173 per FRT
Palletized Cargo	OMR 0.165 per FRT	OMR 0.173 per FRT
Steel Pipes, Plates, Coils,	OMR 0.075 per FRT	OMR 0.079 per FRT
Billets, Wire Rods		
Steel Rebar	OMR 0.165 per FRT	OMR 0.173 per FRT

10.4.18 Loading / discharge report

The daily Loading / Discharging report will be provided by the Operator to the Vessel and/or Agent. Such report should give full details of Cargo loaded / discharged per hatch the previous day plus all other details affecting the working on the Vessel.

10.4.19 Delay report

Any delay factors, which shall be recorded by foreman onboard the Vessel shall be certified by Agent/Master. Any dispute shall be resolved at the same time without delay. Refusal to sign does not invalidate the report.

10.4.20 Cargo Sorting

On board: The Cargo shall be discharged on 'as is where is basis'. In case Cargo sorting is required onboard the Vessel, OMR 3.755 / FRT (excl. VAT) will be applicable.

On Terminal: The declaring party shall provide the Operator with sorting requirements/instructions prior to arrival of Cargo with at least 24 hour notice and always during office hours before 12.00 AM hours.

10.4.21 Locker / Deep tank and Cabin Cargo

Any Cargo to be discharged / loaded from/to lockers, deep tanks, Vessel accommodation or any other space not recognized as a genuine Cargo hatch then a surcharge will apply in addition to the Normal Tariff Rate.

10.4.22 Shift identification

Stevedoring is performed in 3 shifts. Details are provided in Clause 11 and on the Operator's website.



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10.4.23 Extra Services

Extra Service	Charge Basis	Charge in OMR Cha			ge in OMR	
		(Normal Hours)		(Overtime Hours)		
		incl. 0% VAT	Incl. 5% VAT	incl. 0% VAT	Incl. 5% VAT	
Removing of lashing material	Per manhour	8.300	8.715	12.450	13.072	
and dunnage from						
Vessels/hatches						
Disposal of dunnage, lashing	Per Cubic Meter	11.155	11.712	11.155	11.712	
material and the like						
Bundling dunnage	Per manhour	8.300	8.715	12.450	13.072	
Cleaning of Hatches	Per manhour	8.300	8.715	12.450	13.072	
Collection/Laying Dunnage	Per manhour	8.300	8.715	12.450	13.072	
Rigging gear	On request	On request		On request		
Repacking on board	On request	On request		On request		
Other Services	On request	On re	quest	On request		
Supervision of such Services	Per manhour	13.485	14.159	20.225	21.236	
Re-bundling of Steel Wire Rods	Per Unit	28.525	29.951	38.900	40.845	
Re-bundling of Timber/Plywood	Per bundle/crate	20.000	21.000	27.000	28.350	
bundles/crates						
Re-bagging of Jumbo Bags	Per unit	25.000	26.250	33.750	35.438	
(On board/Vessel,						
excl. bag provision)						
Re-bagging of Jumbo Bags	Per unit	15.000	15.750	20.250	21.263	
(On terminal,						
excl. bag provision)						
Provision/supply of Jumbo Bags	Per unit	10.000	10.500	10.000	10.500	
(1 MT x JB)						

Services are subject to a minimal of 1 hour per occasion and 1 hour per shift.

10.4.24 Overtime surcharge

On Friday, Saturday and Public Holidays a surcharge of 50% of Stevedoring rates will be applicable. More information on the Operators working schedule can be found in <u>Clause 11</u>.

The Operator works in general on a first come first served basis. Vessels not willing to work on overtime lose their berthing slot, and will be rescheduled by the Operator in the next available free slot.

10.4.25 Bad Stowage

Bad Stowage and other events attributable to the Vessel or Cargo restricting discharge productivity:



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Where the Operator deems that Cargo is poorly stowed it reserves the right to charge in addition to the normal Stevedoring Tariff.

Such surcharge will be calculated either in lost gang hours (at the detention / Gang Idle Time Rates mentioned in Clause 10.4.8) or in productivity loss (at stevedoring charges mentioned in Clause 10.4.1), as found appropriate by Operator for the Vessel the event occurs with.

The Operator will act reasonable when calculating a surcharge by considering the event against discharge rates it minimally foresees to perform in case of what it deems normal stowage.

10.4.26 Unworkable Vessels

Vessels are deemed unworkable when one of the following cases occur:

- Vessels on which the Stevedoring is stopped or completed and is technically or operationally not moveable, due to blackout, strike, dispute, or the like.
- Vessels are not sailed within 3 hours after completion of Vessel discharge/loading operation, unless a preagreed operational plan is agreed upon in writing not less than 2 business days prior Vessel arrival between the Vessel's Agent and the Operator. In case of such agreed plan an alternative sailing window time may be agreed upon.
- Regardless the before mentioned, the Operator reserves the right to move/shift the Vessel away from her berths at all times at Vessel/owners expense.

Note: special requests can be made by the Vessel Agent regarding Heavy Lift stevedoring operations.

10.4.27 Quay dues

Quay dues are charged to the Vessel for the use of Operators berths as per the following rates and conditions

- For working Vessels, quay dues are charged at OMR 2.165 per day (incl. 0% VAT) or OMR 2.273 (incl. 5% VAT) multiplied by the Vessels LOA.
- Vessels calling for other reasons than Cargo handling will be subject to quay dues, which will be quoted for on case basis.
- For Unworkable Vessels (See definition under <u>Clause 10.4.26</u> above) quay dues are charged at the rate of OMR 2.165 (incl. 0% VAT) or OMR 2.273 (incl. 5% VAT) per hour multiplied by the Vessels LOA.

10.4.28 Operational Vessel delays endangering delays of other Vessel arrivals

For sake of maintaining and safeguarding the port's and Terminal's operational efficiency and protecting the interest of the trade being served in general, the Operator reserves the right to shift a Vessel away from the Terminal. Such action can be made in case sincere operational delays are faced or foreseen without reasonable doubt. Such expenses are for account of the Vessel.



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10.4.29 Unlashing and Lashing

10.4.29.1 Unlashing

Cargo	In principle Unlashed by
Timber Bundles and Plywood Crates	Operator
Jumbo Bags and pre-slinged bags	Operator
General Cargo and Palletized Cargo	Operator
Steel Cargoes such as Coils, Billets, Plates, Sheets, Rebar, Wire Rod, angles	Operator
Project Cargo and any other cargo type *	Vessel crew
Cargo with special or technical lashing the Operator deems unsafe to unlash	Vessel crew
for reasons not limited to the safety of its own staff	

^{*} unlashing shall in principle be executed by the vessel. The operator can assist with unlashing on request but always under the responsibility and account of the vessel its charterer or its agent.

Rates for unlashing work required prior commencement or during Stevedoring operations restricting the Operator to commence or continue discharge operations until the unlashing work event is completed.

	O 1		•	•	
Cargo	Charge Basis	Charge in OMR		Charge in OMR	
		(Standard Hours)		(Overtime Hours)	
		Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT
Timber Bundles and	Per Gang Hour	215.000	225.750	35% extra	35% extra
Plywood Crates				(290.250)	(391.838)
Jumbo Bags and pre-	Per Gang Hour	265.000	278.250	35% extra	35% extra
slinged bags				(357.750)	(375.637)
General Cargo and	Per Gang Hour	317.500	333.375	35% extra	35% extra
Palletized Cargo				(428.625)	(450.056)
Steel Cargoes	Per Gang Hour	215.000	225.750	35% extra	35% extra
				(290.250)	(391.838)

The first 15 minutes per hatch (not Cargo on deck) shall be free of unlashing charges. Total unlashing work shall be summed (separately during Standard Hours and separately during Overtime Hours) per Vessel and rounded up in hours.

Rates for unlashing work which has a repetitive and continuous nature throughout the Stevedoring operations (where all or a significant amount of Cargo is to be individually unlashed, such as for example Steel Coils) the Operator will assign extra labour to its gangs in order to avoid (as much as possible) gangs standing idle.

Service	Charge Basis	Charge in OMR (Standard Hours)		Charge in OMR (Overtime Hours)	
		Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT
Provision of extra Labor for	Per manhour	8.300	8.715	50% extra	50% extra
unlashing work with				(12.450)	(13.072)
repetitive/continuous nature					

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In the event the Vessel carries out unlashing work, the gangs of the Operator waiting will be charged as Gang Idle Time (detention) in accordance with <u>Clause 10.4.8</u> after an initial grace period of 15 minutes per hatch (not for deck Cargo).

10.4.29.2 Lashing

Cargo	Lashing In principle executed by: *
Any	Vessel crew

^{*} Lashing shall in principle be executed by the Vessel. The Operator can assist with lashing on request but always under responsibility and for account of the Vessel or its Agent.

Extra Service	Charge Basis	Charge in OMR (Normal Hours)		Charge in OMR (Overtime Hours)	
		Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT
Provision of labor for lashing assistance	Per manhour	8.300	8.715	12.450	13.072

Notes on lashing:

- 1. No special lashing/unlashing material are available on the Terminal. The Operator can only assist as much as possible, but special lashing/unlashing activities have to be carried out by third parties
- 2. Operator's gangs waiting for lashing work shall be charged as per Gang Idle Time (detention) Rates specified in Clause 10.4.8
- 3. Requests for lashing after completion of the loading operation, need to be submitted by the Vessel Agent minimum 2 working days prior to arrival. Without agreement between Vessel Agent and Operator on the terms and conditions, the lashing time after completion of the loading operation (and outside of the grace period as described in clause 10.3.4) will be considered as unworkable vessel.

10.4.30 Shore Crane Usage

Note: It is mandatory that Vessel's gear are in a proper mechanical, hydraulic and operational condition. The Operator reserves the right to stop loading/unloading operations, if cranes do not work in a safe, proper, efficient and productive manner and/or if cranes are technically malfunctioning, even if gear certificates are presented to the Operator. The consideration of the Vessel cranes' condition will be as per the sole discretion of the Operator. In case

the Operator deems Vessel cranes' are not in an acceptable condition, it reserves the right to use the mobile shore crane(s) which will be debited to the Vessel or her Agent at published rates.

In case the Operator deems the handling of Cargo with Vessel gear results in an unacceptable risk for the Cargo, Vessel or stevedores, due to for instance but not limited to stowage conditions, then the Operator also reserves the right to use the mobile shore crane(s) which will be debited to the Vessel or her agent at published rates.

When shore cranes are requested or deemed required by the Operator, the same will be provided and charged to the Vessel for a minimal period of 5 hours per shift.

10.4.31 Unclaimed Cargo

Unclaimed Cargo will be charged to the responsible Party as defined in Clause 3.8



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10.4.32 VAT (Value Added Tax)

→ VAT (Value Added Tax) is applicable as described in Clause 6.14.

10.4.33 Crew Changes

→ Crew Changes will be charged as per Clause 10.3.6.3

10.4.34 Dhows and Country Crafts

Handling of Dhows and Country Crafts is not allowed in the Port of Sohar.

10.4.35 Supplies

→ Supplies will be charged as per Clause 10.3.6.4.

10.4.36 Garbage Collection and Garbage skips

→ Garbage Collection and Garbage skips will be charged as per Clause 10.3.6.2.

10.4.37 Misdeclaration of Weight and/or Measurements

Measurements

The Operator will, randomly or in full, verify declared Cargo measurements as per submitted packing list by the Vessel Agent or the shipping line. In the event the Operator finds measurements being under declared, the Stevedoring Charges (and others) will be adjusted and charged in addition to the Vessel or its Agent. In an event of misdeclaration, the expenses made for verification will be charged. Misdeclaration by the declaring party shall be charged to the declaring party in accordance to <u>Clause 6.12</u>

Weight

The Operator will not permit its equipment be used in any way to lift, move or transport Cargo unit(s) weighing in excess of the Safe Working Load. Should the Operator's equipment be used in handling an overweight Cargo unit, the party or parties causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damages including death and personal injury, legal and court expenses, directly or indirectly resulting from such unauthorized use.

Misdeclared Cargo unit(s) tendered to the Port Authority will be rejected.

When the Operator weighs and finds the weight to be more than the weight declared by the User, by either weighbridge or draft survey, then the highest weight will be charged at the applicable Rate.

Misdeclaration by the declaring party shall be charged to the declaring party in accordance to <u>Clause 6.12</u>

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10.5 Stevedoring (Ro-Ro)

Clause Number	Clause Title
10.5.1	Stevedoring (Ro-Ro) Rate Table
10.5.2	Special Services
10.5.3	Overtime
10.5.4	Gang Allotment
10.5.5	Detention of Stevedoring Gangs and equipment
10.5.6	Working on Arrival
10.5.7	Discharging Ro-Ro
10.5.8	Loading Ro-Ro
<u>10.5.9</u>	(Un)lashing
<u>10.5.10</u>	Liner Mafi Operations
<u>10.5.11</u>	Shipping Line Transshipment Rates
10.5.12	Quay Dues
10.5.13	Skip Charges
10.5.14	Supplies
<u>10.5.15</u>	Documentation
<u>10.5.16</u>	VAT (Value Added Taxes)
10.5.17	Crew Changes
10.5.18	Unclaimed Cargo
<u>10.5.19</u>	Misdeclaration of weights and/or measurements

Click a clause number to be directed to the clause in this chapter.

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10.5.1 Stevedoring (Ro-Ro) Rate Table

SN	Unit type	Unit Range	Unit Rate	Unit Rate
			(OMR incl. 0%	(OMR incl. 5%
			VAT)	VAT)
A1	Self-propelled, wheeled units (New units)	Up to 3 MT	14.560	15.288
A2	Self-propelled, wheeled units (New units)	Above 3 MT up to 10 MT	20.000	21.000
А3	Self-propelled, wheeled units (New units)	Above 10 MT up to 20 MT	25.445	26.717
A4	Self-propelled, wheeled units (New units)	Above 20 MT up to 30 MT	43.570	45.749
A5	Self-propelled, wheeled units (New units)	Above 30 MT	2.055	2.158
			per MT	per MT
В	Trailers (truck/trailer combination)	As per Below B1 to B6	As per below	As per below
	Note: Loaded trailers discharged from			
	Vessel and re-shipped empty are not			
	subject to further charges			
B1	Truck without trailer (dolly)	As per SN A1 to SN A5	As per SN A1 to	As per SN A1
			SN A5	to SN A5
B2	Trailer without truck, inclusive towing	In Gauge Trailer	85.415	89.686
	(SEMI-trailer)			
В3	Trailer without truck, inclusive towing	Out of Gauge Trailer	200%	200%
	(SEMI-trailer)			
B4	Truck + Trailer combination	Up to 30 MT	43.855	46.048
B5	Truck + Trailer combination	Above 30 MT	2.055	2.158
			per MT	per MT
В6	Truck + Trailer combination	Out of Gauge	200%	200%
		combination		
С	Tracked vehicles – Minimum charge	Surcharge over rates	35.090	36.845
	For protection of Vessel and quay-wall rope	mentioned in 10.2.1 A1 to		
	to be used around tracks when driving	10.2.1 A5		
	units. It is the responsibility of relevant			
	Vessel's agent to arrange suitable ropes for			
	discharge			



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Remarks:

- 1. Vehicles, trailers and other wheeled or tracked units loaded on top of other units shall be considered as individual units (SN A1 to A5, SN B1 to B5 and SN C)
- 2. Other Cargo loaded on any wheeled or tracked unit, including Mafi trailer, shall be charged as general and break-bulk Stevedoring rates (<u>Clause 10.4.1</u>).
- 3. General Cargo imported, exported or transshipped from/to Ro-Ro Vessel is charged as mentioned in (Clause 10.4.1).
- 4. Stevedoring charges for Transshipment vehicles / Ro-Ro units will be charged at 100% of the rates mentioned in (SN A1 to A5, SN B1 to B5 and SN C) for the inbound movement (parked position on board the Vessel up to ships ramp) and at 100% of the rates mentioned in (SN A1 to A5, SN B1 to B5 and SN C) for the outbound movement (ships ramp to parked position on board the Vessel).

Special transshipment rates are applicable for shipping lines as mentioned in Clause 10.5.11

Conditions:

The above rates do not include Shore Handling charges and are based on the following conditions and services:

- All self-propelled units must start at once and be able to be driven under its own power.
- All wheeled units shall have sufficient air in their tires to be safely driven from/to Vessel and from/to Point of Rest.
 The Operator will not be responsible for damaged tires for those units which are removed or shifted with flat or under-inflated tires.
- Above rates cover the operations for movements of wheeled and tracked units from the stowed position in Vessel
 up to ship ramp for import, and vice versa for export, and from the stowed position on Vessel till ship rail for the
 inbound movement and later outbound movement from ship rail till parked in stowed position in case of
 transshipment.

OUT OF GAUGE DIMENSIONS TRAILERS AND TRUCK TRAILER COMBINATIONS:

Туре	Considered oversized	Considered	Considered oversized
	(OOG) when length	oversized (OOG)	(OOG) when height
	exceeds	when width exceeds	exceeds
Dolly New/ Used	15.00 meters	3.20 meters	4.50 meters
SEMI Trailer New/Used	15.00 meters	3.20 meters	4.50 meters
Truck + Trailer New/Used	20.00 meters	3.20 meters	4.50 meters
(Dolly + Semi Trailer)			

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10.5.2 Special services:

Service	Charges in OMR (incl. 0% VAT)	Charges in OMR (incl. 5% VAT)
Towing of Ro-Ro Cargo	31.605 per unit	33.185 per unit
Shifting of Ro-Ro units on board or	75% of Stevedoring rates	75% of Stevedoring rates
via quay		
Assistance to start units due to	16.315 per hour or part thereof	17.130 per hour or part thereof
Mechanical defect		
Assistance to start units due to	20.745 per unit	21.782 per unit
battery deficiency		
Where work other than simple	Labor, material and 76.500 at cost +	Labor, material and 80.325 at
starting is required	10%	cost + 10%

For each call out an administrative fee of OMR 10.000 (incl. 0% VAT) or OMR 10.500 (incl. 5% VAT) is charged.

For large amount of shifting a request for special rates can be made, per call, which may be considered at the Operator's discretion provided shifting requirements and enquiry is submitted at least 2 business days in advance.

10.5.3 Overtime

Overtime charges are applicable during weekends and public holidays, for which a surcharge of 50% on Stevedoring charges is applicable. Timings are further described in <u>Clause 11</u>.

10.5.4 Gang allotment

The Operator will endeavor to achieve a fair discharge rate, but also considers the efficiency of its staff deployment. Alternative arrangements to increase the discharge rate, hence causing extraordinary Gang Idle Time / detention, may be requested by the Vessel or its Agent.

10.5.5 Detention of Stevedoring gangs and equipment

Conditions are applicable as mentioned in <u>Clause 10.4.7 up to 10.4.10</u>, with the exception that the Gang Idle Time (detention) rate of Stevedoring Ro-Ro gangs are charged as per below table.

Gang Size Based on deployed drivers	Gang Idle Time Rate per hour in OMR (incl. 0% VAT)	Gang Idle Time Rate per hour in OMR (incl. 5% VAT)
Up to 15 drivers	240.000	252.000
16-25 drivers	290.000	304.500
26-35 drivers	370.000	388.500
Above 35 drivers	425.000	446.250

Note; Gang Idle Time Rate includes labour other than drivers.

10.5.6 Working on arrival

The Vessel is in all events expected to prepare herself for Cargo operations immediately upon arrival (See <u>Clause 10.4.7</u>)



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As per custom of the port, Cargo operations commence shortly after Vessel berthing, save the availability of gangs.

If no gangs are available the operator will endeavour to commence Cargo operations as soon as possible after Vessel readiness. In such case the Vessel or its Agent will be informed on the Operators intended start time.

During overtime periods, such as weekends and (national) holidays;

The Operator will inform the Vessel or its agents whether to commence shortly after Vessel arrival, or to start the operations in the first shift following Vessel readiness to commence Cargo operation. This will be planned at the Operators discretion.

- In the event the Vessel does not want to commence her operations during overtime hours the Operator needs to be informed timely in writing (See <u>Clause 10.4.10</u>). After such request the Operator will review the working schedules, and inform the requestor about the operational implications. Not working during overtime periods can have consequences for berthing prospects and/or Vessel line-up sequence.
- In the event the Vessel does want to work upon arrival, even halfway a shift period, the Operator needs to be timely informed in writing. The Operator will endeavour to honour such request. Subject to the total operational situation at that time, the expected duration of the specific operation, etc., the Terminal might request the Vessel for a contribution for incurred idle time (loss time) while waiting for the Vessel, and/or in case the operation during a shift-period is shorter than 6 hours to compensate the difference between the actual duration of the operation and 6 hours against the applicable idle/detention rate.

10.5.7 Discharging Ro-Ro

This shall include unlashers, breakers, drivers, taxis, signalman and tally man.

10.5.8 Loading Ro-Ro

This shall include drivers, taxis, signalmen and tally man.

10.5.9 (Un)-lashing

Unlashing is complimentary, lashing of handled (loaded, shifted, ...) units is charged as follows;

Unit range	Lashing charges	Lashing charges
	(OMR/Unit, incl. 0% VAT)	(OMR/Unit, incl. 5% VAT)
Up to 3 MT	2.750	2.888
Above 3 MT up to 10 MT	3.800	3.990
Above 10 MT up to 20 MT	8.130	8.537
Above 20 MT up to 30 MT	10.290	10.805
Above 30 MT	13.560	14.238

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10.5.10 Liner Mafi operations

Service	Cost Inbound Movement		Cost Outbound Movement		
	(in OMR per unit)		(in OMR	per unit)	
	Incl. 0% VAT Incl. 0% VAT		Incl. 0% VAT	Incl. 5% VAT	
Mafi discharge and re-load	40.575	42.604	0	0	
on same Vessel*					
Mafi re-loading on later call*	0	0	40.575	42.604	
Mafi lashing and unlashing assistance	8.410 OMR per	8.831 OMR per	8.410 OMR per	8.831 OMR per	
on board of the Vessel	manhour or	manhour or	manhour or	manhour or	
	part thereof	part thereof	part thereof	part thereof	

^{*} No further Shore Handling charges will be raised for Mafi movements. Cargo loaded on top of Mafi trailers are charged as per general Cargo (Clause 10.4.1). Pulling with tugmasters is included in the shore handling charges.

Yard operations

Service	Charges in OMR per unit (incl. 0% VAT)	Charges in OMR per unit (incl. 5% VAT)		
(un)stacking Mafi's	10.635 per move	11.167 per move		
Lashing stacked empty Mafi's	5.705 per stack	5.990 per stack		
(With liner lashing material)				
Unlashing stacked empty Mafi's	3.630 per stack	3.812 per stack		

Stripping and Stuffing of Liner Mafi's

When the shipping line or its agent request the Operator to stuff or strip Liner Mafis prior delivery/Vessel operation, then stripping and stuffing charges will be charged at **50% of applicable shore handling charges** to the Vessel or its Agent. (As per <u>Clause 10.1.1</u>)

Cargo lashing on Liner Mafi's

Where the Operator is requested to supply lashing material to the shipping line, it will, subject to availability, advise the cost and rate of lashing material Rate equals cost + 10%.



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Storage of Mafi trailers

The following storage charges are applicable for full and empty Liner Mafi trailers after expiry of an initial 10-day free storage period. Calculation of storage in accordance to <u>Clause 2.1.10.2</u>

Trailer length	Daily storage charges in OMR per storage	Daily storage charges in OMR per storage
	slot (incl. 0% VAT)	slot (incl. 5% VAT)
20 feet	0.780	0.819
40 feet	1.555	1.633
60 feet	2.335	2.452
80 feet	3.115	3.271
Above 80 feet	Every extra 20 feet equivalent x 1.020	Every extra 20 feet equivalent x 1.071

Above storage rates are based on a max trailer width of 2.44 meters. A width beyond this dimension will be subject to a surcharge of 25%. Multiple Mafi's stacked on each other will be considered one (1) storage slot.

10.5.11 Shipping Line Transshipment Rates

10.5.11.1 Storage Charges

After expiry of an initial free storage period of 20 calendar days the following storage charges are applicable per calendar day (calculation as per <u>Clause 2.1.10.2</u>);

Unit range	Demurrage per calendar day	Demurrage per calendar day
	(OMR/Unit, incl. 0% VAT)	(OMR/Unit, incl. 5% VAT)
Up to 3 MT	2.710	2.845
Above 3 MT up to 10 MT	3.250	3.413
Above 10 MT up to 20 MT	4.070	4.274
Above 20 MT up to 30 MT	5.150	5.408
Above 30 MT	6.780	7.119



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10.5.11.2 Handling Charges

The following transshipment rates are applicable and include

- Unlashing of Units
- Inbound Discharging of Units and handling up to place of rest
- Handling from place up rest up to Outbound loaded on board of a connecting Vessel
- Unlashing and Lashing of transshipment units, except for general Cargoes

Category	Rate per Unit in OMR	Rate per Unit in OMR
	(incl. 0% VAT)	(incl. 5% VAT)
A. Wheeled self-driven vehicles		
Units up to 3 MT	26.235	27.547
Units above 3 MT up to 10 MT	36.945	38.792
Units above 10 MT up to 20 MT	47.500	49.875
Units above 20 MT up to 30 MT	63.330	66.497
Units above 30 MT	3.170 OMR per Metric Ton	3.329 OMR per Metric Ton
B. Tracked units	As per above rates + 41.495	As per above rates + 43.570
C. Truck/Trailer Combinations	84.440	88.662
D. Empty Trailers	116.180	121.989
E. General Cargo	As per Tariff unless agreed	As per Tariff unless agreed
	otherwise	otherwise
F. General Cargo above 20 MT per Unit	As per Tariff unless agreed	As per Tariff unless agreed
	otherwise	otherwise
G. General Cargo out of gauge with one or	As per Tariff unless agreed	As per Tariff unless agreed
more of the lengths exceeding; length >	otherwise	otherwise
12.0 meters, width > 2.4 meters, height > 3.0		
meters		

Note; Overtime surcharge is applicable at 25% of the above Rates for Vessel operations executed during overtime hours.

10.5.12 Quay Dues

Quay dues are applicable as per Clause 10.4.27

10.5.13 Skip Charges

→ Garbage Collection and Garbage skips will be charged as per Clause 10.3.6.2

10.5.14 Supplies

→ Supplies will be charged as per Clause 10.3.6.2

10.5.15 Documentation

Documentation requirements and associated fees can be found in <u>Clause 10.8</u>

10.5.16 VAT (Value Added Taxes)

→ VAT (Value Added Tax) is applicable as described in Clause 6.14.



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10.5.17 Crew Changes

→ Crew Changes will be charged as per Clause 10.3.6.3.

10.5.18 Unclaimed Cargo

Unclaimed Cargo will be charged to the responsible Party as defined in Clause 3.8

10.5.19 Misdeclaration of weights and/or measurements

Misdeclaration by the declaring party shall be charged to the declaring party in accordance to Clause 6.12

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10.6 Equipment and Administration Charges

Clause Number	Clause Title		
10.6.1	Terminal Equipment Charges		
10.6.2	Lifting Gears / Terminal Tackle		
10.6.3	Administration Charges		
10.6.4	Terminal Entry Pass (Gate Pass)		
10.6.5	Weighbridge Charges		
10.6.6 Tarpaulin Charges			
10.6.7	VAT (Value Added Tax)		

Click a clause number to be directed to the clause in this chapter.

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10.6.1 Terminal Equipment Charges

10.6.1.1 Mobile Shore Cranes

Crane no.	Shore Crane Model + SWL (below capacities are about and without guarantee and for crane indication purposes only)	Mob Charge OMR		Demob Charge OMR		Hourly Rental Rate OMR	
		0% VAT	5% VAT	0% VAT	5% VAT	0% VAT	5% VAT
C2	70 MT SWL Liebherr LHM 400	105.000	110.250	105.000	110.250	105.000	110.250
C3 + C5 + C7	100 MT SWL Gottwald HMK6407	130.000	136.500	130.000	136.500	130.000	136.500
C6	206 MT SWL Liebherr LHM 600	260.000	273.000	260.000	273.000	260.000	273.000
C8	100 MT SWL Gottwald HMK8410B	300.000	315.000	300.000	315.000	300.000	315.000
C9	100 MT SWL Gottwald HMK8410B	300.000	315.000	300.000	315.000	300.000	315.000

Minimal usage to be 3 hour including mob/demob, charges are non-dividable per hour.

The Operator reserves the right to allocate a higher capacity shore crane at its convenience.

For Cargo handling on Terminal the charges as set out in <u>Clause 10.1.14</u> are applicable.

10.6.1.2 Reach Stacker

Equipment Rental	OMR 83.000 per hour (incl. 0% VAT)	OMR 87.150 per hour (incl. 5% VAT)
------------------	------------------------------------	------------------------------------

Minimal usage to be 1 hour, charges are non-dividable per hour.



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10.6.1.3 Heavy Duty Forklift (up to 42 MT)

Equipment rental OMR 83.000 per hour (incl. 0% VAT)	OMR 87.150 per hour (incl. 5% VAT)
---	------------------------------------

Minimal usage to be 1 hour, charges are non-dividable per hour.

10.6.1.4 16 MT capacity forklift

Equipment rental OMR 33.750 per hour (incl. 0% VAT)		OMR 35.438 per hour (incl. 5% VAT)	
Minimal usage to be 1 hour, charges are non-dividable per hour.			

Low duty forklift (up to 7 MT)

		Equipment rental	OMR 23.500 per hour (incl. 0% VAT)	OMR 24.675 per hour (incl. 5% VAT)
--	--	------------------	------------------------------------	------------------------------------

Minimal usage to be 1 hour, charges are non-dividable per hour.

10.6.1.6 **Bob Cat / Shovel**

10.6.1.5

Equipment rental Shovel	OMR 23.500 per hour (incl. 0% VAT)	OMR 24.675 per hour (incl. 5% VAT)
(bucket up to 2.5 CBM)		
Equipment Rental Bob Cat	OMR 23.500 per hour (incl. 0% VAT)	OMR 24.675 per hour (incl. 5% VAT)

Minimal usage to be 1 hour, charges are non-dividable per hour.

10.6.1.7 **Dump trucks**

The Operator can arrange dump trucks for intercarting dry bulk Cargoes on the Terminal from shipside to temporary lay-down area (import), or vice versa (export).

This service is quoted for separately.

Mafi trailer rental for handling of general Cargo and/or storage purpose

Mafi rental per calendar day	Day 1-5: OMR 26.000 per unit per day	Day 1-5: OMR 27.300 per unit per day
(up to 100 MT)	(incl. 0% VAT)	(incl. 5% VAT)
Mafi rental per calendar day	Day 6+: OMR 52.000 per unit per day	Day 6+: OMR 54.600 per unit per day
(up to 100 MT)	(incl. 0% VAT)	(incl. 5% VAT)

10.6.1.9 Sweeper truck

Equipment rental OMR 25.500 per hour (incl. 0% VAT) OMR	26.775 per hour (incl. 5% VAT)
---	--------------------------------

Minimal usage to be 1 hour, charges are non-dividable per hour.

10.6.1.10 Fog Canon

Equipment rental	OMR 30.000 per hour (incl. 0% VAT)	OMR 31.500 per hour (incl. 5% VAT)
------------------	------------------------------------	------------------------------------

Minimal usage to be 3 hour, charges are non-dividable per hour.



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10.6.1.11 Equipment charges (inside ships' holds)

Equipment used inside Vessels for discharging / loading, cleaning and/or any other operations will be charged for as per Tariff as brought forward in <u>Clause 10.6.1</u>. The Operator does not require a written approval from relevant party (e.g.: shipping agent) for usage of equipment inside ships' hold prior lifting same equipment inside ship's hold(s). Usage of equipment inside holds will be noted and brought forward in final loading/discharging report(s).

10.6.2 Lifting Gears / Terminal tackle

Terminal tackle meaning all required equipment's outside of the ones mentioned above in <u>Clause 10.6.1.1 to 10.6.1.8</u>, to carry out Stevedoring and/or yard operations at the Operators Terminal.



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All charges here below are per calendar day unless otherwise mentioned.

Type	Per	Capacity	Fee in OMR	Fee in OMR
			(incl. 0% VAT)	(incl. 5% VAT)
Shackles	Piece	Up to 10 MT	1.405	1.475
	Piece	Between 10 MT - 25 MT	3.570	3.748
	Piece	Over 25 MT	6.755	7.092
Spreader Bars	Each	Up to 15 MT	11.930	12.526
	Each	Between 15 MT – 30 MT	18.145	19.052
	Each	Over 30 MT	25.410	26.680
	Each	20' Container spreader	36.320	38.136
	Each	40' Container spreader	41.500	43.575
	Each	110 MT spreader	77.815	81.706
	Each	140 MT spreader	129.655	136.137
	Each	130 MT Frame	207.470	217.843
	Each	Big Bag Frame (12 BB cap)	41.500	43.575
Hooks	Per Set of 2	Pipe Hooks	9.330	9.796
	Per Set of 2	Plate Hooks (incl chain)	12.435	13.056
	Per Set of 2	Container Hooks	9.330	9.796
	Per Set of 2	Safety Hooks	9.330	9.796
Steel Wire Slings	Per Set of 2	Up to 12.5 MT	12.435	13.056
	Per Set of 2	Between 12.5 MT – 25 MT	18.145	19.052
	Per Set of 2	Over 25 MT	25.410	26.680
Chains	Per Set of 2	Up to 15 MT	18.145	19.052
	Per Set of 2	Above 15 MT	25.410	26.680
Nylon Slings	Each	Up to 3 MT	6.220	6.531
	Each	Between 3 MT – 10 MT	10.120	10.626
	Each	Over 10 MT	18.145	19.052
Grab (8-10 CBM)	Each	Per shift or part thereof per unit	88.185	92.594
Grab (16 CBM)	Each	Per shift or part thereof per unit	129.680	136.164
Grab (30 CBM)	Each	Per shift or part thereof per unit	155.600	163.380
Steel cage	Each	Up to 10 MT	20.400	21.420
	Each	Up to 20 MT	29.055	30.507

The Steinweg Oman Tariff can be downloaded from https://oman.steinweg.com/en/published-tariff/
The General Terms and Conditions of C. Steinweg Oman LLC ('Steinweg Oman Tariff') are applicable to all our activities.



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10.6.3 Administration Charges

Documentation Charge Cargo Removal Order (CRO) OMR 10.500 (incl. 0% VAT) or OMR 11.025 (incl. 5% VAT) per

document

Documentation Charge Cargo Delivery Order (CDO) OMR 10.500 (incl. 0% VAT) or OMR 11.025 (incl. 5% VAT) per

document

Data Amendment Charges OMR 45.000 (incl. 0% VAT) or OMR 47.250 (incl. 5% VAT) per

document

Invoicing fee (if applicable) OMR 10.500 (incl. 0% VAT) or OMR 11.025 (incl. 5% VAT) per

document

CRO: All Cargo will be delivered only on presentation of relevant CRO. CRO's are issued by the Operator (Tally Department) upon submission of Agents Delivery Order and Customs Declaration (Custom Clearance). Delivery order and Customs Declaration require to include relevant copies of the Bills of Lading and packing list(s). CRO documents are issued separately per bill of lading.

<u>CDO</u>: All Cargo will be received only on presentation of relevant CDO. CDO's are issued by the Operator (Tally Department) after completion of the export booking process and submission of Customs Declaration, booking reference and packing list(s). CDO documents are issued per booking.

10.6.4 Terminal Entry Pass (Gate Pass)

Length of Entry Pass validity	Fee in OMR per Gate pass
	(incl. 5% VAT)
1 day	2.140
2 to 5 days	3.745
10 days	5.350
1, 2,3 months	On request

Note: Gate passes to be requested to gatepass@om.steinweg.com Gate passes are issued during office opening hours as per Clause 11.

10.6.5 Weighbridge charges

→ Weighbridge Charges as described in Clause 10.1.13

10.6.6 Tarpaulin Charges

Туре	Per	Dimensions	Fee in OMR (incl. 0% VAT)	Fee in OMR (incl. 5% VAT)
Tarpaulin rental	Piece	18.3 meter x 18.3 meter (or 60 feet by 60 feet)	75.000	78.750

Note: Above charges exclude manpower/equipment's charges during execution of job and to be charged as per clause 10.4.23 and 10.6.1.5.



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10.6.7 VAT (Value Added Tax)

→ VAT (Value Added Tax) is applicable as described in Clause 6.14.

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10.7 Container Freight Station and Warehousing

Besides the Stevedoring and Shore handling related Services specified in this Tariff the Operator offers a variety of other Services on request to Users. Such Services include amongst others but are not limited to

- The CFS Service (Container Freight Station) at the Terminal;
- Bonded Warehousing at the Terminal;
- Non-Bonded Warehousing at the Terminal;
- Collateral management in connection to Warehousing Services;
- Value added Services (VAS);
- Logistics and Forwarding Services, generally in connection to CFS and/or Warehousing Services;
- Contract Logistics and similar longer term dedicated solutions agreed upon with a User, which may include tailor made solutions requiring investments.

A more detailed outlay of Services will be shared on the Users request.

The Operator invites Users to approach the Operator with enquiries, requests for information (RFI), request for quotations (RFQ) or for an appointment to discuss the User's business allowing the Operator to determine (and advise) what Services it can offer to the User (or to the Parties / stakeholders the User is involved with) and where it deems it can be of value to the User (either in Oman or within the Steinweg Group. An idea of the worldwide presence of Steinweg can be found on https://oman.steinweg.com/en/worldwide-offices/. The Operator will also be pleased to introduce Users to overseas/foreign offices of the Steinweg Group.)

Enquiries may be submitted to <u>WTCSales@om.steinweg.com</u>



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10.8 Vessel documentation

Clause Number	Clause Title
<u>10.8.1</u>	Notice of Arrival
<u>10.8.2</u>	Documentation and Notifications
<u>10.8.3</u>	Timely Submission of Documentation
<u>10.8.4</u>	Late Documentation Fees
10.8.5	VAT (Value Added Tax)

Click a clause number to be directed to the clause in this chapter.

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10.8.1 Notice of Arrival

Each Vessel agent, Vessel owner, Operator or Charterer expecting to dock a Vessel at the Port/Terminal for the purpose of loading or discharging Cargo shall give the Port authority and the Operator notice of the arrival of such Vessel and furnish such information as the Port Authority may require. See SIPC regulations.

10.8.2 Documentation and Notifications

The following documentation should be delivered to the Operator by the Vessel, Vessel agent, owner, operator or charterer:

10.8.2.1 Discharging Vessels

- a) Cargo Stowage Plan
- b) Cargo Manifest
- c) Hazardous and Dangerous Cargo Declaration (a NIL declaration in case not applicable)
- d) Passenger Manifest
- e) Bills of Lading
- f) Packing List in excel in the Operator's format or an alternative agreed format (templates can be provided by the Operator)
- g) Vessel Particulars
- h) ETA updates
- i) Overtime request: advise if Vessel/owner wants to work on overtime basis (to be requested on Thursdays before 12:00 hours)
- j) Additional orders: Any additional request beyond a normal scope of work, such as provisions, special equipment requirement, collection of dunnage, Vessel cleaning, etc.
- k) Lifting plans: A lifting diagram for heavy and oversized Cargoes
- I) Operating status Vessel: Performance of Vessel's gear or any other Vessel's status which might have an impact on discharge or loading operations.
- m) IMO Cargo acceptance requests (mentioning Cargo to be discharged in the port as well as Cargo on board destined for other ports)
- n) Request for permits to work (hot work, bunkering, supplies, etc..)
- o) Additional information: Any additional information deemed valuable to share/request.



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- p) Work Information List as per the Operator's format
- q) Valid Vessel gear certificates

10.8.2.2 Loading Vessels

- a) The same items are to be provided as per Clause 10.8.2.1 A/C/D/E/F/G/H/I/J/K/L/M/N/O/P/Q, and furthermore
- b) Customs Endorsed Export Declaration (for each consignment)
- c) Cargo Loading List

10.8.2.3 Cargo Handling Gear

All Vessels not registered with an approved Society using their own gear for Cargo operations should deliver to the Port Authority (and the Operator) the following information:

(Details as per SIPC regulations)

- a) Type of Cargo handling gear
- b) Capacity of Cargo gear (swing boom / union purchase)
- c) Date of last quadrennial and annual inspection

10.8.3 Timely Submission of documentation

The documents under this <u>Clause 10.8</u> should be submitted to the Operator electronically prior cut-off time. Failure to do so may result in the postponement of Vessel berthing or withholding of Vessel's clearance to sail from the Port until such time as they are made available. Documentation submitted after cut-off time is subject to late data submission charges as stipulated in <u>Clause 10.8.4</u>

Any change in information, including added, cancelled or revised bills of lading provided after cut-off time shall be subject to a processing fee of OMR 17.500 (incl. 0% VAT) or OMR 18.375 (incl. 5% VAT) per document. In case master bills of lading are split into house bill(s) of lading, a processing fee shall be applicable of for the master bill of lading as well for each generated house bill of lading, at the cost of 17.500 (incl. 0% VAT) or OMR 18.375 (incl. 5% VAT) per document.

10.8.4 Late documentation fees

Cut-off time Pre-arrival information and documentation

Agents require to provide the Operator with full sets of adequate and complete documentation prior cut-off time. Documentation is requested to be delivered in parts as and when it becomes available to Agent and any change in such documentation shall be free of administrative charges provided revised documentation is delivered prior cut-off time. Documentation provided after cut-off time and/or delivered inadequate or incomplete shall be subject to late documentation fees.



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Cut-off times for data submission will be as per the below table:

Last Port of Loading Cargo destined for discharge at the Operator's Terminal	Documentation Cut-Off Time
All Oman Ports, All Qatar Ports, Bandar Abbas Port,	1 Calendar Day before arrival day before noon
Jebel Ali Port, Port Khalifa, Mumbai	hours, but never less than 30 hours prior ETA.
All other Ports, unless agreed otherwise bilaterally	2 Calendar Days before arrival day before noon
in writing between Agent and Operator	hours

Example Cut-Off Time (all other Ports);

Vessel 'ABC' has an estimated time of arrival (ETA) of Wednesday 10.00 AM hours and a last port of loading (with Cargo loading designated for discharge at the Terminal) not listed in above table. Data submission cut-off time will be Monday 12.00 AM hours.

Important note on Vessel operations commencing during weekends and Sunday morning shifts:

Overtime confirmation and sharing of information which require special attention/preparation (such as but not limited to special/exceptional Cargoes, heavy lifts, oversized Cargo notable Vessel and stowage related information) must be shared with Operator prior weekend cut-off time (Thursday 12.00 AM hours). Such crucial information requires review on Thursday afternoon to allow for proper planning. Failure to do so may result in delayed berthing, delayed commencement of operations or other inefficiencies which are in all Parties interest to avoid.

Request for grace: For Vessels where Agents anticipate on the requirement of late document submission, Agents may request for a 36-hour cut-off time. Such request will be considered only if made prior the normal cut-off time. In case such grace period is accepted and data processing requires to be executed during overtime hours, the Operator will apply an administrative overtime fee of OMR 10.500 (incl. 0% VAT) or OMR 11.025 (incl. 5% VAT) per Bill of Lading with a minimal of OMR 50.000 (incl. 0% VAT) or OMR 52.500 (incl. 5% VAT) per vessel.

A request for grace will only be considered by Operator provided sufficient ground for postponement is given and subject to the delivery of minimal draft documents (such as but not limited to pre-stowage plan and preliminary packing list).



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Late Documentation Charges:

Provided documentation, corrections or additional details after cut-off time, shall be subject to the following late administration charges.

Document	Charge Basis	Rate	Rate
		(OMR, incl. 0% VAT)	(OMR, incl. 5% VAT)
- Cargo Stowage Plan	Each	72.500	76.125
- Cargo Manifest			
- Hazardous/DG Cargo declaration			
- Vessel Particulars			
- IMO Cargo acceptance Requests			
- Work Information List			
- Packing List in CSO Format			
Passenger Manifest	Each	17.500	18.375
Bills of Lading	Per BL	17.500	18.375
HL/OOG Cargo lifting plans (if applicable)	Per Diagram	72.500	76.125
Change of information, including	Per document	17.500	18.375
- Added or cancelled bills of lading	requiring data		
	amendment		

[Further Info on data requirements will be provided on request]

The total amount of late documentation charges is capped at OMR 400.000 (incl. 0% VAT) or OMR 420.000 (incl. 5% VAT) per call.

Other documentation/administration:

Document	Charge Basis	Rate	Rate
		(OMR, incl. 0% VAT)	(OMR, incl. 5% VAT)
Packing List in CSO Format, if the Operator	Per Line Item	2.750	2.888
has to generate a packing list			
Permits to Work	Per Permit	52.500	55.125
House Bill of Lading, Split & Revised Bill of	Per BL	42.500	44.625
Lading requests			

Late, missing or incomplete data may possibly result in berthing delays or restrictions.

10.8.5 VAT (Value Added Tax)

→ VAT (Value Added Tax) is applicable as described in <u>Clause 6.14</u>.



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11 Contact and Working Hours

General Note

Stated working hours and contact information may change from time to time. Please update yourself through the Operator's website to find the latest working hours and contact details. In case you require to find the right contact, please do not hesitate to contact the sales department or reception desk to get further directed.

Directions to the Operator's Terminal and Operator's Office in the Port can be found on https://oman.steinweg.com/en/directions-cso/

Office Working Hours

General administration hours on the Terminal as well as administration hours in the administration office are

- Sunday to Thursday from 07.15 AM Hours to 17.00 PM Hours;
- Break Time 12.00 AM Hours to 13.00 PM Hours;
- Office remains closed on Fridays, Saturdays and Holidays (exceptions applicable).

Departments/functions which are open 24 hours per day:

- Pre-Gate Registration, Gates and weighbridge
- Security

Stevedoring working hours

Standard working period for the Stevedoring operations is as follows:

Working days: From Sunday 07.30 AM Hours to Thursday 11.30 PM Hours (24/5)

Weekend Overtime hours: Thursday 11.30 PM Hours – Sunday 07.30 AM Hours

Friday morning shifts (07.30 AM -3.30 PM) on request but without guarantee. Operations during holidays declared by the Operator are considered Overtime hours.

Stevedoring Overtime

Overtime applicable: Weekend Overtime Hours and Holidays as described in this chapter

Stevedoring rate: Normal Stevedoring rate at 150%



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Note:

- 1. Agent shall submit a request for Weekend Overtime latest 12.00 AM (Noon) Hours on Thursdays.
- 2. Agent shall submit a request for Holiday Overtime latest 12.00 AM (Noon) Hours on the office day prior to the start of a Holiday.
- 3. The Operator reserves the right both to allocate gangs to Vessels at their discretion and decide the extent of overtime to be worked. Overtime to be worked at Vessel's expense.
- 4. The working hours during the holy month of Ramadan will change according to local regulations.
- 5. If overtime is requested by the Vessel or his Agent, overtime charges for Shore handling will not be applied.
- 6. Overtime charges for Shore handling will only be debited for loading from the Terminal on to trailers (or unloading from trailer on the Terminal) on special request of the receiver (or shipper) or his agent.
- 7. Overtime is applicable during public holidays over the complete timeline of such holiday.

Shore Handling: Standard Cargo delivery/receiving working hours

Standard working period for Cargo delivery and Cargo receiving operations (at land side via shore) is as follows:

Working days: Sunday to Thursday 07.30 AM Hours to 5.30 PM Hours Weekend Overtime hours: Thursday 11.30 PM Hours to Sunday 07.30 AM Hours

Week day Overtime hours: 1) 00.00 AM Hours to 07.30 AM Hours (Monday to Thursday); and

2) 5.30 PM Hours to 11.30 PM Hours (Sunday to Thursday)

Operations during holidays declared by the Operator are considered Overtime hours.

Note: For Cargo delivery and Cargo receiving beyond standard hours as mentioned above, the User must submit a prior overtime order before 12.00 AM (Noon) hours on a business day to the tally delivery department and the sales department. Without overtime approved by the Operator, trucks will not be offloaded or loaded even if trucks have been gated in during the standard working period.

Note: For Stevedoring activities executed on a Direct Delivery Basis, Cargo handling alongside the Vessel will proceed in accordance with the shipper or the receiver and Cargo will be delivered from/to the Terminal during Stevedoring Hours.

Note:

- During the holy month of Ramadan alternative working hours will be applicable.
- In case of excessive heat (summer months) alternative working hours will be applicable at the sole discretion of Operator.
- Honoring overtime requests will be subject to Operator's discretion.

Overtime Charges are applicable for Cargo handled during Week day Overtime Hours and Weekend Overtime Hours, unless specifically agreed otherwise.

Overtime on Shore Handling is applicable on Cargo receiving and Cargo delivering from/to truck.



and/or loading operation.

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Overtime on Shore Handling is not applicable for operations executed in direct conjunction with a Vessel discharge

Overtime on weekdays: Normal Shore Handling Rate at 125%

Overtime on weekend and public holidays: Normal Shore Handling Rate at 150%

A minimal charge of OMR 80.000 (incl. 0% VAT) or OMR 84.000 (incl. 5% VAT) per order/event will be applicable.

Daily break hours for Stevedoring, Terminal handling and Cargo delivery/receiving:

Morning Break: 5.00 AM Hours to 6.00 AM Hours Afternoon Break: 12.00 AM Hours to 1.00 PM Hours Evening Break: 7.00 PM Hours to 8.00 PM Hours

Overtime hours

Overtime will be charged for all hours worked outside normal working hours, which shall include break/meal Hours, at the discretion of the Operator.

Notice of Terminal visits

The Operator request a User wishing to visit the Terminal to provide at least 24 Hours advance notice – during working days - of its intention to visit to the respective department/employee of the Operator.

Procedures, Contact Information and guidance to Users

The Operator has on its Website made available a customer guidance document which provides details on procedures, contact information and the like. This information can be found on:

Customer Guidance: https://oman.steinweg.com/en/customer-guidance/