

P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0418 E-mail: info@om.steinweg.com

Website: steinweg.com

Office

C. Steinweg Oman LLC

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Customers with an enquiry on this Tariff or another commercial request are invited to approach

For Stevedoring and Shore Handling related activities: <u>Sales@om.steinweg.com</u> For Warehousing, CFS and Forwarding activities: General enquiries:

WTCSales@om.steinweg.com Sales@om.steinweg.com

Customer Registration: In case of doubt on correctness of invoices: For complaints and/or general feedback:

Customer.Registration@om.steinweg.com CustomerService@om.steinweg.com Feedback@om.steinweg.com

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://www.steinweg.com/countries/oman/

Signed by C. Steinweg Oman LLC authorized signatory:

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



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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, (bonded) Warehousing, a Container Freight Station and other Cargo related services for Break-Bulk, Project cargo, 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.
- **1.5** 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, <u>www.soharportandfreezone.com</u>
- 1.6 C. Steinweg Oman LLC is an ISO certified company. Our 9001:2015 (Quality Management) certification is a testimony that the Operator has a quality management system in place for the purpose of meeting the needs and expectations of its Users. The ISO 22301:2019 certification (Business Continuity Management) underscores our commitment to ensuring the continuity of our operations and our dedication to maintain the highest standards of resilience and preparedness.





1.7 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: https://www.steinweg.com/countries/oman/



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2. Definitions and interpretation

Clause	Clause Title
<u>2.1.1</u>	Agent
<u>2.1.2</u>	Cargo
<u>2.1.3</u>	CFS
2.1.4	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
<u>2.1.9</u>	Environmental Laws
<u>2.1.10</u>	Free Storage Time
<u>2.1.11</u>	Actual Time of Arrival or 'ATA'
<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
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<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
<u>2.1.24</u>	Storage Area
<u>2.1.25</u>	Tariff
<u>2.1.26</u>	Terminal
<u>2.1.27</u>	Terminal Facilities
<u>2.1.28</u>	Freight Ton / FRT
<u>2.1.29</u>	Transshipment Cargo or Transshipment Container
<u>2.1.30</u>	User
<u>2.1.31</u>	Vessel
<u>2.1.32</u>	Additional Handling (inspection, surveys, etc.)
<u>2.2</u>	Further definitions and interpretation

2.1 The following definitions apply in this Published Tariff:

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 in sound condition and livestock (alive animals) transported to, from, in or through the Terminal and involving the use of the Terminal Facilities.

2.1.2.1 Cargo Acceptance Date

Means the first day on which Cargo deliveries by, or on behalf of, the User to the Operator's Terminal will be accepted by the Operator, as mentioned on the Booking.

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;

- a) 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)
- b) Harmful substances in packaged form and dangerous substances, materials or articles (covered by the IMDG Code)
- c) 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, which previously contained Dangerous Cargo, unless the packaging has been sufficiently cleaned of residue of the Dangerous Cargoes and purged of vapors so as to nullify any hazard; or has 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 consignors or their agent from Road Gate In (on road transport or other mode arranged by the User) to Vessel's hook without landing at a place of rest. This Direct Delivery operation should take place in maximum 3 hours from moment of Road Gate In until the moment Cargo is loaded into Vessel; and
- b) For imports, Cargo is delivered directly from Vessel's hook (on to road transport or other mode arranged by the User) to Road Gate Out without landing at a place of rest in the Terminal. This Direct Delivery operation should take place in maximum 3 hours from moment of unhooking of Cargo until the moment of Road Gate Out.

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 to commencement of operation. Without written confirmation from Operator, operation will be treated as a 'Receive at 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:

- a) inform other parties,
- b) be informed of regulations,
- c) act and/or operate in accordance with such laws and its limitations, and
- d) deliver Cargo that is compliant with such laws and its limitations.

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2.1.10 Free Storage Time

Means the specified period during which Cargo or Containers may occupy assigned space in the Terminal, free of demurrage charges.

2.1.10.1 Free Storage Time for Cargo Imports via Vessels

А	First Day of Free Storage Time	Actual Time of Arrival (ATA)
В	Demurrage start to count on the	Day following the last day of Free Storage Time
С	Cargo considered delivered at the day/time	Cargo loaded onto means of transport of User
D	Demurrage for account	User, subject to <u>Clause 3.8</u>

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

А	First Day of Free Storage Time	ATA of the inbound Vessel	
В	Demurrage start to count on the	Day following the last day of Free Storage Time	
С	Cargo considered delivered at the day/time	Loaded onboard the connecting Vessel	
D	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 with 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:

-		
А	First Day of Free Storage Time	Cargo Acceptance Date
		For the avoidance of doubt: Cargo Acceptance Date starts
		counting, irrespective of the actual delivery of the Cargo.
В	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.
С	Demurrage start to count on the day	Following the Last Day of Free Storage Time.
D	Booking considered executed	Cargo of the Booking completely loaded onboard the Vessel.
F	Demurrage for account	The Vessel or its Agent, unless agreed otherwise.

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

** The Operator will, acting reasonably, extend this period in case of a delay attributable to the Operator.

In case of **re-export** Free Storage time is applicable in accordance with <u>Clause 2.1.10.1</u>.

2.1.10.3.2 Export Shipment agreed between consignor (or its agent) and Operator

Exceptions to Clause 2.1.10.3.1 are applicable in case of

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

In such case:

А	First Day of Free Storage Time	Cargo Acceptance Date
		For the avoidance of doubt: Cargo Acceptance Date starts
		counting, irrespective of the actual delivery of the Cargo.
В	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 consignor (or its Agent) and
		Operator.
С	Demurrage start to count on the day	Following the Last Day of Free Storage Time.
D	Booking considered executed	Cargo related to the Booking completely loaded onboard the
		Vessel.
F	Demurrage for account	Consignor (or his agent)

* The Operator will, acting reasonably, extend this period in case of a delay attributable to the Operator.

On <u>Clause 2.1.10.3.1</u> and <u>Clause 2.1.10.3.2</u>

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:

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For Ro-Ro and Break-Bulk:

Α	Cut-off time for	Cut-off
В	Submission bookings	At least 5 working days prior estimated time of arrival prior 12.00 AM Noon hours
D	Cargo documentation	At least 5 working days prior estimated time of arrival prior 12.00 AM Noon hours
С	Cargo delivery	Thursday 12.00 PM Noon hours for estimated time of arrival on Sunday or Monday
		Sunday 12.00 PM Noon hours for estimated time of arrival on Tuesday
		Monday 12.00 PM Noon hours for estimated time of arrival on Wednesday
		Tuesday 12.00 PM Noon hours for estimated time of arrival on Thursday
		Wednesday 12.00 PM Noon hours for estimated time of arrival on Friday
		Thursday 12.00 PM Noon hours for estimated time of arrival Saturday

For Dry Bulk:

-		
А	Cut-off time for	Cut-off
В	Submission bookings	At least 5 working days prior estimated time of arrival prior 12.00 PM Noon hours
С	Cargo documentation	At least 5 working days prior estimated time of arrival prior 12.00 PM Noon hours
D	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 (as per <u>Clause 10.1.8.1</u>) 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.

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



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2.1.10.4 Container Freight Station (CFS)

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:

SN	Cargo Only	IMPORT (STRIPPING)	EXPORT (STUFFING)
А	First Day of Free Storage	Cargo Acceptance Date	Cargo Acceptance Date
		For the avoidance of doubt:	For the avoidance of doubt:
		Cargo Acceptance Date starts	Cargo Acceptance Date starts
		counting, irrespective of the	counting, irrespective of the
		actual delivery of the Cargo.	actual delivery of the Cargo.
B1	Either Free Storage Time in Cargo Unit Days	Offered on case to case basis	Offered on case to case basis
	per shipment; or		
B2	In Calendar Days per shipment		
С	Cargo Unit considered to be delivered	Truck 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>
Е	Total Consumed Cargo Unit Days per	<u>E =Sum all Cargo Units (D)</u>	<u>E = Sum all Cargo Units (D)</u>
F	<u>shipment</u>	(<u>E-B1) x Demurrage Rate per</u>	<u>(E-B1) x Demurrage Rate per</u>
	Demurrage Charges per Shipment (if any)	<u>Cargo Unit Day</u>	<u>Cargo Unit Day</u>
F	In case of B2	As per Demurrage Rate per Slab	As per Demurrage Rate per
	Demurrage Charges per Demurrage Slab (if	applicable for balance Cargo	Slab applicable for balance
	any)		Cargo

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

SN	Shipping Line Containers Only	IMPORT	EXPORT (STUFFING)
		(STRIPPING)	
А	First Day of Free Storage per container	Lift off date	Lift off date
В	Free Storage Time in Container Days	Offered on case basis	Offered on case basis
С	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	Sum of all Containers (D)
		(D)	
F	Container Storage Charges per shipment (if any)	(E-B) x Container	(E-B) x Container Storage
		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.



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2.1.10.5 Warehousing

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.

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:

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

2.1.11 Actual Time of Arrival (or "ATA")

The Actual Time of Arrival is the date the Vessel arrives at a berth of the Operator, as defined in the Statement of Facts (SOF) of the Operator. 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:

- a) Receipt of Cargo/Container from the Vessel and from where it may be delivered to the User's means of transport, or loaded on a Vessel in the case of transshipment;
- b) Receipt of Cargo/Container from User's means of transport, for loading on board of a Vessel;
- c) Receipt of Cargo/Containers for the purpose of warehousing, for future delivery of Cargo/Containers onto a means of transport at the Operator's Terminal;
- d) Receipt of Cargo/Containers for the purpose of CFS, for consecutive delivery of Cargo/Containers on to a means 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;

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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>.

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 User'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 User'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 User's means of transport in case of import, and vice versa for export. For heavy-lifts or units with unsuitable configuration for Handling with standard equipment the User 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 User's means of transport 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 Vessel Gear is in a proper mechanical, hydraulic and operational condition. The Operator reserves the right to stop unloading operations, if Vessel Gear does not work in a safe, proper, efficient and productive manner and/or if Vessel Gear is technically malfunctioning, even if valid gear certificates are presented to the Operator. The consideration of the Vessel gear condition will be as per the sole discretion of the Operator.

In case the Operator deems Vessel Gear is 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 cranes of the derricks type 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 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.

2.1.31.1 Vessel Gear

Means any and all permanent and/or temporary equipment and/or structures, that are in any way related to the construction of the Vessel, appertaining or belonging to the Vessel to be constructed, and whether onboard or not onboard, related to lifting, such as but not limited to, cranes, grabs and spreaders.

2.1.32 Additional handling (inspection, surveys, etc.)

Stevedoring and Shore Handling rates are based on the scope as described in <u>Clause 6.9</u> and <u>6.8</u>. 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.



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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.

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.

2.2.11 Sanctions are the applicable trade embargoes, export control laws and regulations, or economic or financial sanctions (including secondary sanctions) laws or regulations imposed, administered, or enforced by relevant governments, including but not limited to the U.S. Government, the European Union or its Member States, the United Nations, Australia, Singapore, or the United Kingdom.

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For the purposes of this Clause, the following words are defined to mean:

Affiliate is any legal entity that directly or indirectly controls, is controlled by, or is under the common control with, a Party. For this purpose, "control" means (a) the direct or indirect ownership of, in aggregate, 50% or more of the voting capital, or (b) in the absence of such ownership interest, substantially having the power to direct or cause the direction of the management and set the policies of such legal entity.

Restricted Party is any person or entity that is the target of Sanctions, including but not limited to:

- a) any government, person, entity, or vessel listed on, or owned or controlled by a person identified in any list of designated parties maintained by the U.S. Treasury Department's Office of Foreign Assets Control or any other U.S. or non-U.S. government entity under its Sanctions: or
- any person or entity resident or organized in any country or territory that is the target of comprehensive Sanctions (including but not limited to Cuba, Iran, North Korea, South Sudan, Syria, Russia, Belarus, and the Crimea region of Ukraine and subject to change in the Sanctions); or
- c) any entity 50% or more owned (individually or in aggregate) or controlled by a Restricted Party or someone acting on behalf of a Restricted Party;
- d) otherwise, the target of Sanctions.



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

Users are only allowed to take photos, videos or the like on the Terminal if approved in writing by the Operator.

3.4 Responsibility for damage to Terminal Facilities

Users are solely responsible for any damage and/or loss to the Terminal, inability by the Operator to fully use the Terminal Facilities, limited provision of Services and/or injury to any person resulting from User's 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.



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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.

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 total chargeable storage period starts to count from the Actual Time of Arrival Date (for import and transhipment); or from the date on which Cargo is delivered to the Terminal (for export). The total chargeable storage period end on the date Cargo is collected from the Terminal (for import), or the date Cargo is loaded onto Vessel (for export and transhipment).

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 reasonable efforts to inform the 'Responsible Party' of such intention.



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

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

* Shall be the Agent absorbing demurrage in accordance to <u>Clause 2.1.10.2</u>.

In the event that the Cargo remains on the Terminal for a period shorter or longer than the above-mentioned periods, the Responsible Party may request the Operator and/or Omani customs authority to initiate and 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

- a) In the event there is no financial outstanding related to the Cargo, exceeding payment terms (if any); and
- b) 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
- c) 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
- d) 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 that the 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:

А	Auctioned Cargo	As per <u>Clause 10.1.20</u> or <u>Clause 10.2.10</u> , for account of the buyer of Cargo from		
	Rates	auction		
B Cargo Release 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, which responsibility shall commence:

1. For imports by Vessel at the Terminal, the Operator will commence to charge (in retrospect) the Responsible Party on notification, and after 45 days from ATA if Cargo remains unclaimed (i.e. no CRO is issued by Operator) for all accrued charges from ATA.

2. For imports by Vessel at the Terminal, the Operator will commence to charge the Responsible Party of claimed Cargo from ATA for all accrued charges from ATA. The Operator will assume the User (in this case consignee or its agent) to claim Cargo on which basis it will initially debit the User. In the event the Cargo remains unclaimed such raised Charges will be debited to the Responsible Party 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 ATA 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.



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3.9 Direct Delivery

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

3.10 Lashing

The Operator is not a certified lashing company. Upon request of User, the Operator can assist User with lashing. When the Operator **assists** with lashing, it will be (a) for and on behalf; and (b) for risk; and (c) for expense of the User requesting such service. User is responsible for providing lashing instructions. The User shall bear the responsibility and risk of the lashing.

3.11 Unlashing

Upon request of the Vessel, and under Vessel's supervision and instruction, the Operator can assist in unlashing work on board of a Vessel. 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 User requesting such service.

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, shall in principle be executed by the User (being a consignor or its agent, its transporter or any other User appointed for such unlashing work). Upon request the User, the Operator can assist in unlashing (from trailer) of Cargo. 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 User requesting such service.



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4. User's obligations

Clause Number	Clause Title
<u>4.1</u>	User Co-operation
<u>4.2</u>	Storage Requirements
<u>4.3</u>	Vessel Requirements
<u>4.4</u>	Cargo Requirements
<u>4.5</u>	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
<u>4.11</u>	User Liability (Fraud, negligence, a.o.)
<u>4.12</u>	Environmental Laws
<u>4.13</u>	Sanctions & Embargoes
<u>4.14</u>	Modern Slavery
<u>4.15</u>	User Registration

Click a clause number to be directed to the clause in this chapter. Click here to go back to content page

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:

- a) Rejection of the Cargo/Container
- b) Demand Direct Delivery Basis
- c) Demand a waiver of liability in favor 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.



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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 PM hours during office hours.

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. Vessels to further comply with applicable international, national and flag state standards and requirements. Vessels to ensure a safe working environment for the Operator. Upon the 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 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 Clause 10.8

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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 the Operator.

Once a berth (for the specific commodity) and the Operator 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 the Operator, regarding berthing
- 3) CARGO & DOCUMENTS READINESS
 - In case of export
- 4) COMMERCIAL APPROVAL

(*) the Operator 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 the Operator communicates its berthing schedule. In case the Vessel is not ready at such moment, the original NOR will not be accepted by the Operator 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
- e) keep the Vessel insured against any possible liabilities towards the Operator.

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.



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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..

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.

4.13 Sanctions & Embargoes

User represents and warrants that neither it nor any of its directors or Affiliates (as mentioned in <u>Clause 2.2.11</u>):

- a) is or will become a Restricted Party (as mentioned in Clause 2.2.11); and/or
- b) has sourced or will source any goods or services, directly or indirectly, from a Restricted Party; and/or
- c) has sourced or will source any goods, which can be labelled as dual goods and technology; and/or
- d) will violate any applicable Sanctions and/or Embargo.

User shall have appropriate due diligence procedures to ensure compliance with applicable sanctions, embargoes and export control laws and regulations and will keep adequate records of this compliance process.

Operator has the right (without incurring any liability of any nature) to terminate or suspend all or any part of the Services with immediate effect in case of breach by the User of any of the provisions of this Clause.

4.14 Modern Slavery

4.14.1 Compliance

User shall ensure, in respect of its own businesses and conduct, that User and its subcontractors (and, to the extent practicable, its other suppliers and business partners) will comply with all applicable laws, statutes, and regulations in force pertaining to modern slavery (which is deemed to include forced labour, human trafficking, and child labour).

4.14.2 Prevention

User shall take reasonable steps to ensure adequate procedures and policies to prevent and address involvement in modern slavery, including through its subcontractors, in line with recognized international standards, including the UN Guiding Principles on Business and Human Rights.



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4.15 User Registration

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

Users <u>as a business entity</u> shall provide the Operator with the following details/documents for receiving Services:

- a) Signed KYC form (template provided by Operator), including:
 - i. Email address to receive informative circulars from the Operator
 - ii. Email address to receive invoices from the Operator. It is the responsibility of the User to distribute invoices to their representing Agents / third parties, if User deems necessary.
- b) For Omani companies (companies incorporated in the Sultanate of Oman), the latest CR-certificate and VATregistration certificate will be derived by the Operator directly from the governmental websites. Please make sure that the latest updates are reflected on the various governmental websites.
- c) For Non-Omani companies (companies incorporated in countries outside of the Sultanate of Oman), the following additional supporting documents are required together with the KYC form:
 - i. Commercial Trade License including shareholders and authorized signatories; and
 - ii. VAT registration certificate/confirmation.

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

- a) Signed KYC form (template provided by Operator).
 - i. Email address to receive informative circulars from the Operator
 - ii. Email address to receive invoices from the Operator. It is the responsibility of the User to distribute invoices to their representing Agents / third parties, if User deems necessary.
- b) Passport copy or Omani resident card copy (front and back).

Based upon the document review performed by the Operator, the Operator reserves the right to request for additional and/or supporting documentation on a regular basis.

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

Without this information the Operator will not be able to register the User. This might cause delays in the terminal operations, which can be avoided upfront.



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5. Health and Safety (HSSE)

Clause Number	Clause Title
<u>5.1</u>	HSSE Compliance
<u>5.2</u>	Submission of Dangerous Cargo information
<u>5.3</u>	Change of services

Click a clause number to be directed to the clause in this chapter. Click here to go back to content page

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 https://soharportandfreezone.om/en/who-we-are/hsedocs

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.



P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0418 E-mail: info@om.steinweg.com

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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
<u>6.8</u>	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
<u>6.14</u>	Value Added Tax
<u>6.15</u>	Fuel surcharge
<u>6.16</u>	Unworkable Vessel / Berth Overstay / Vessel Hindrance

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

Click here to go back to content page

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 amend 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 <u>http://www.oman.steinweg.com</u>.

The Operator endeavours to amend the Rates once per year only, but in exceptional cases the Rates may need to be amended more often. Reasons include, but are not limited to, land lease contract revision(s) initiated by the port authority and landlord 'Sohar Industrial Port company' (SIPC).



Office

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.

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 <u>Clause 6.12</u>

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), <u>10.3.8.7</u> (Aggregates and Limestone), <u>10.4.7</u> to <u>10.4.10</u> (non-RoRo) and <u>10.5.5</u> (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 User'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 User'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

- a) Cargo requiring multi-handling to receive in 'Dedicated storage area'
- b) Cargoes which require special handling exceeding standard Cargo handlings;
- c) 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 <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).

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 Cargo is loaded 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 to arrival of inbound or outbound Cargo and prior to 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 and charged as per Clause 6.16.

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 User 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.

Such costs, 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



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Such costs will be for account of:

- a. The Vessel or its Agent for imports and transshipments*;
- b. The Vessel or its Agent if an export booking has been entered into by the Vessel or its Agent;
- c. The consignor or its agent if an export booking has been entered into by the consignor or its agent;
- d. 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.

(*) Unless Vessel or its Agent provides a signed and stamped letter from the consignee accepting the additional costs for misdeclaration <u>prior to arrival of vessel</u>. A template of an acceptance letter can be provided by the Operator to the Agent.

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 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 Published Tariff.

6.15 Fuel surcharge

The Operator uses fuel for its handling equipment during its operations. A Fuel Surcharge - as cost compensation for the increase in the fuel purchase prices - has been implemented on the 15th of September 2022. This cost component is updated every 15th of the month and published at the website of the Operator. The surcharge is charged per (freight/metric) ton and is indicated separately on stevedoring invoices.



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6.16 Unworkable Vessel / Berth Overstay / Vessel Hindrance

The Operator is entitled to charge the rates related to Unworkable Vessel / Berth Overstay / Vessel Hindrance in the following events:

- a) When Unworkable Vessel is applicable. Unworkable Vessel means when a Vessel is deemed unworkable when the Stevedoring operation is stopped or completed and the Vessel is technically and/or operationally not moveable, due to blackout, strike, dispute, or the like.
- b) When Berth Overstay is applicable. Berth Overstay means when a Vessel is not sailed within 3 hours after completion of Vessel discharge/loading operation outside of the control of the Operator. This is including, but not limited to, delay in arrival of pilots, an oil spillage. A Vessel (for Dry Bulk) shall be deemed to have completed the discharge/loading operation upon the actual time of completion (of the operation) as per the Statement of Facts (SOF) of the Operator. The final draft survey(s) needs to be executed within this period.
- c) When Vessel Hindrance is applicable. Vessel Hindrance means that the Operator (potentially) cannot use its Terminal and/or Facilities in whole or in part in a manner that it prevents and/or delays the Operator from benefiting its granted concession in the Port of Sohar due to the Vessel, regardless the reason, unless Vessel Hindrance is directly caused by gross negligence or willful misconduct of the Operator.
- d) 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 and/or Berth Overstay is always debited to the Vessel or his Agent.



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7. Working hours

The Terminal working hours and overtime policies are as set out in <u>Chapter 11</u>.

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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:

- a) Loss of profits; and/or
- b) Loss of sales or business; and/or
- c) Loss of contracts; and/or
- d) Loss of or damage to goodwill; and/or
- e) Punitive damage; and/or
- f) Exemplary damage; and/or
- g) Any indirect or consequential loss; and/or
- h) 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:

- a) 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;
- b) 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;
- c) terrorist attack, civil war, civil commotion or riots;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) fire, explosion or accidental damage;
- f) loss at sea;
- g) extreme adverse weather conditions;
- h) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- i) any labour strikes, industrial action or lockouts; and
- j) 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 direct loss or direct damage to the extent the same was caused by the gross negligence or willful misconduct, like intoxication or a deliberate act, of the Operator or any other party for whom the Operator is responsible.

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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 rates (Non Ro-Ro)	
<u>10.2</u>	Shore handling rates for Ro-Ro Cargoes	
<u>10.3</u>	Dry Bulk and minerals (Shore Handling and stevedoring) rate	
<u>10.4</u>	Stevedoring rates (non Ro-Ro)	
<u>10.5</u>	Stevedoring rates (Ro-Ro)	
<u>10.6</u>	Equipment Charges and Administration Charges	
<u>10.7</u>	Container Freight Station and Warehousing	
<u>10.8</u>	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
<u>10.1.1</u>	Shore Handling (Non-RoRo) Rate Table
<u>10.1.2</u>	Volume Discounts
<u>10.1.3</u>	Heavy Lifts and Oversized Cargo
<u>10.1.4</u>	Dangerous, Hazardous and (ob)noxious Cargoes
<u>10.1.5</u>	Distressed Cargo
<u>10.1.6</u>	Damaged or Defective Goods
<u>10.1.7</u>	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
<u>10.1.12</u>	Misdeclaration of Cargo Measurements
<u>10.1.13</u>	Weighing Charges
<u>10.1.14</u>	Cargo Handling on Terminal with Mobile Shore Cranes
<u>10.1.15</u>	Cargo Sorting & de-nesting of Cargo
<u>10.1.16</u>	VAT (Value Added Tax)
<u>10.1.17</u>	Operator's Mafi Rental
<u>10.1.18</u>	Administration Fees
<u>10.1.19</u>	Intimation of Cargo collection/delivery
<u>10.1.20</u>	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 $- m^3$) 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	Received at Terminal (OMR per FRT)		Direct Delivery (OMR per FRT)		
		Incl. 0%	Incl. 5%	Incl. 0%	Incl. 5%	
		VAT	VAT	VAT	VAT	
Α	Timber	2.345	2.462	N/A		
В	Plywood Bundles	2.475	2.599		/A	
С	Jumbo Bags and pre-slinged bags	1.900	1.995	On request		
	i. Charged on MT basis.					
	ii. Minimum 1 MT per unit average, lower					
	average will result in an increased Pro					
	Rated adjustment of the Rate.					
	iii. Minimum stacking height of bags: Tier 3					
D	Steel Coils, Billets, Wire rod, Plates, Angles, etc.	3.505	3.680	N/A		
E	Steel Rebar	3.505	3.680	N/A		
F	Steel Pipes (coated and uncoated)		3.450 3.623		N/A	
G	Ro-Ro Cargoes		<u>use 10.2.1</u>	As per <u>Clause 10.2.1</u>		
Н	General Cargo and not otherwise specified	2.345	2.345 2.462		On request	
	Cargoes (including Palletized Cargo)					
Ι	Dry Bulk solid Cargo and minerals		ause 10.3	As per <u>Clause 10.3</u>		
J	Aggregates and Limestone	As per <u>Cla</u>	use 10.3.8	N/A		
K	Aluminium and other non-ferrous metals	On Re	equest	N/A		
L	Livestock	N/A		On Request		
М	Any Unit over 20 Metric Ton	200% of A-F, H		200% of A-F, H		
	(unless having a weight exception as					
	mentioned in <u>Clause 10.1.3</u>)					
Ν	Any Unit out of gauge, exceeding one or more	200% of A-F, H		200% o	f A-F <i>,</i> H	
	of the following dimensions in meters: length >					
	12.0, width > 2.40, height > 3.0					
	(unless having a dimension exception as					
	mentioned in <u>Clause 10.1.3</u>)					
L	ISO Containers	As <u>Clause</u>	<u>e 10.1.1.1</u>	As <u>Clause</u>	<u>e 10.1.1.1</u>	

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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 User.

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)
А	Import	Non-IMDG	20 ft	THC 20 ft Laden IMP	Each	68.880	72.324
					Unit		
В	Import	IMO 1	20 ft	THC 20 ft IMO Class 1	Each	110.215	115.726
				Direct delivery IMP	Unit		
С	Import	IMO	20 ft	THC 20 ft IMO Class 2-	Each	137.765	144.653
		2,3,4,5,6,8,9		6,8,9 IMP	Unit		
D	Import	Non-IMDG	40 ft	THC 40 ft Laden IMP	Each	79.905	83.900
					Unit		
Е	Import	IMO 1	40 ft	THC 40 ft IMO Class 1	Each	165.320	173.586
				Direct delivery IMP	Unit		
F	Import	IMO	40 ft	THC 40 ft IMO Class 2-	Each	165.320	173.586
		2,3,4,5,6,8,9		6,8,9 IMP	Unit		
G	Export	Non-IMDG	20 ft	THC 20 ft Laden EXP	Each	82.665	86.798
					Unit		
Н	Export	IMO 1	20 ft	THC 20 ft IMO Class 1	Each	110.215	115.726
				Direct delivery EXP	Unit		
I	Export	IMO	20 ft	THC 20 ft IMO Class 2-	Each	137.765	144.653
		2,3,4,5,6,8,9		6,8,9 EXP	Unit		
J	Export	Non-IMDG	40 ft	THC 40 ft Laden EXP	Each	93.680	98.364
					Unit		
К	Export	IMO 1	40 ft	THC 40 ft IMO Class 1	Each	165.320	173.586
				Direct delivery EXP	Unit		
L	Export	IMO	40 ft	THC 40 ft IMO Class 2-	Each	165.320	173.586
		2,3,4,5,6,8,9		6,8,9 EXP	Unit		



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10.1.1.2 Container Weighing

Rate chargeable to User. For imports this includes weighing of containers upon delivery at gate. CRO fee is charged to User.

For exports this includes weighing of containers upon receipt at gate. CDO fee collected from User.

SN	IMEX	Class	Container Type	Category / Invoice Line description	Rate Basis	Charge in OMR (incl. 0% VAT)	Charge in OMR (incl. 5% VAT)
A	Any	Any	Any	Container weighing charges	Each Unit	5.500	5.775

10.1.2 Volume discounts

Volume discounts will be granted for items in <u>Clause 10.1.1</u> for item A-F, H, M and N, as follows per shipment:

SN	Shipment size	Volume discount
А	Up to 5,000 FRT	NIL
В	Between 5,001 – 10,000 FRT	10%
С	Between 10,001 – 15,000 FRT	20%
D	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'):

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



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Units with excessive dimensions and/or with weights above 30 Metric Ton and/or 100 CBM 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 <u>Clause 10.1.14</u>

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

For all units over 30 Metric Ton and/or 100 CBM (and/or with excessive dimensions) pre-permission is required from the Operator to receive units on 'Receive at Terminal' basis. Units which cannot be handled on shore with either mobile shore cranes or other Terminal equipment should generally be taken on Direct Delivery Basis.

When Units can be received by the Operator but cannot be handled by Terminal equipment, the User 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. The below surcharges are applicable.

Overtime hours can be found in <u>Clause 11.</u>

SN	Item	Charge in OMR	Charge in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
А	Overtime during normal working days	25% of shore handling	25% of shore handling
		charges	charges
В	Overtime during weekends and holidays	50% of shore handling	50% of shore handling
		charges	charges
С	Minimum Order Value	85.000 per delivery	89.250 per delivery

10.1.8.1 Late Delivery of Export Cargo

For Export Cargo, the Cargo not delivered to the Terminal at the agreed Cargo delivery cut-off time, will not be accepted, unless the Operator and booking party agree on late delivery.

For late Cargo deliveries, below surcharges are applicable.

SN	Item	Charge in OMR	Charge in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
А	Late delivery during weekdays	25% of shore handling	25% of shore handling
		charges	charges
В	Late delivery during weekends and/or holidays	50% of shore handling	50% of shore handling
		charges	charges



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10.1.9 Storage / Demurrage Charges

10.1.9.1 Import / Export

Calculation of Storage and Demurrage in accordance with <u>Clause 2.1.10.1</u> and <u>Clause 2.1.10.3</u>

SN	Demurrage Period Import / Export	Demurrage Slab	Demurrage Charge in OMR (incl. 0% VAT)	Demurrage Charge in OMR (incl. 5% VAT)
А	First 10 days	N/A	Free of charge	Free of charge
В	Next 10 days, per 10 days or part thereof	1	0.600 per FRT	0.630 per FRT
С	Next 10 days, per 10 days or part thereof	2	0.900 per FRT	0.945 per FRT
D	Next 10 days, per 10 days or part thereof	3	1.205 per FRT	1.265 per FRT
Ε	Thereafter, per 10 days or part thereof	4,5,6,etc.	1.800 per FRT	1.890 per FRT

10.1.9.2 Transhipment

Calculation of Storage and Demurrage in accordance with <u>Clause 2.1.10.2</u>

SN	Demurrage Period Transshipment	Demurrage Slab	Demurrage Charge in OMR (incl. 0% VAT)	Demurrage Charge in OMR (incl. 5% VAT)
А	First 20 days	N/A	Free of charge	Free of charge
В	Next 5 days, per 5 days or part thereof	1	0.600 per FRT	0.630 per FRT
С	Thereafter, per 5 days or part thereof	2,3,4,etc.	0.900 per FRT	0.945 per FRT

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 User account (in this case consignee). Export demurrage for User account (in this case the Vessel or its Agent). 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)
А	Import	Non-	20 ft	Container	10	Per 5 days	Each	11.020	11.571
		IMDG		demurrage 20		or part	Unit per		
				ft IMP			slab		
В	Import	Non-	40 ft	Container	10	Per 5 days	Each	16.540	17.367
		IMDG		demurrage 40		or part	Unit per		
				ft IMP			slab		
С	Import	2,3,4,5,	20 ft	Container	5	Per 5 days	Each	55.100	57.855
		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	82.665	86.798
		6,8,9		demurrage		or part	Unit per		
				IMO 40 ft IMP			slab		
Е	Export	Non-	20 ft	Container	10 *	Per 5 days	Each	11.020	11.571
		IMDG		demurrage 20		or part	Unit per		
				ft EXP			slab		
F	Export	Non-	40 ft	Container	10 *	Per 5 days	Each	16.540	17.367
		IMDG		demurrage		or part	Unit per		
				40 ft EXP			slab		
G	Export	2,3,4,5,	20 ft	Container	5 *	Per 5 days	Each	55.100	57.855
		6,8,9		demurrage		or part	Unit per		
				IMO 20 ft EXP			slab		
Η	Export	2,3,4,5,	40 ft	Container	5 *	Per 5 days	Each	82.665	86.798
		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.

SN	Dangerous Cargo Class	Storage Slab	Storage charges in OMR (Per day, incl. 0% VAT)	Storage charges in OMR (Per day, incl. 5% VAT)
А	Class 1 and 7	Each Day	On request	On request
В	Other classes, packed in Jumbo Bags	Each Day	2.520 per FRT	2.646 per FRT
С	Other classes, packed on pallets	Each Day	3.250 per FRT	3.413 per FRT
D	Other classes, not specified above	Each Day	3.295 per FRT	3.460 per FRT

10.1.9.6 Covered Storage

Rates for covered storage will be provided on request.

10.1.10 Other Services

SN	Service	Charges in OMR	Charges in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
А	Assistance during inspection of Oman Customs authority	50.000	52.250
	of General Cargo 'In Gauge' (opening boxes, crates and the	per inspection*	per inspection*
	like) while cargo is on Place of Rest (incl. manpower and		
	equipment).*		
В	Assistance during inspection of Oman Customs authority	200% of SN 10.1.10.A	200% of SN 10.1.10.A
	of General Cargo 'Out of Gauge' (opening boxes, crates	per inspection*	per inspection*
	and the like) while cargo is on Place of Rest (incl.		
	manpower and equipment).*		

For each call out an administrative fee of OMR 10.500 (incl. 0% VAT) or OMR 11.025 (incl. 5% VAT) is charged.

(*) Operator is not liable for condition of Cargo. User needs to sign a waiver of liability for Operator, prior to this Operation.

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 as per <u>Clause 6.5</u> and <u>6.6.</u> In the event the Operator finds measurements being under declared, cost will be charged in accordance to <u>Clause 6.12</u>.

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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.

SN	Service	Relevant charge in OMR (incl. 0% VAT)	Relevant charge in OMR (incl. 5% VAT)
А	Weighment of Cargoes	0.210 per FRT	0.221 per FRT
В	Weighbridge record per shipment	10.500 per report	11.025 per report

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

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 are subject to availability and assessment of Operator, and shall incur 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).

SN	Unit Weight	Delivery Charges by mobile shore crane in OMR (incl. 0%	Delivery Charges by mobile shore crane in OMR (incl.
		VAT)	5% VAT)
Α	Units up to 60 Metric Ton (single lift)	395.505 per Unit per move	415.280 per Unit per move
В	Units between 60 and 100 Metric Ton (single lift)	509.245 per Unit per move	534.707 per Unit per move
С	Units between 100 and 125 Metric Ton (single lift)	617.300 per Unit per move	648.165 per Unit per move
D	Units above 125 Metric Ton or Twin-Lifts	On request	On request
Е	Deliveries exceeding 3 hours	186.120 per hour extra	195.426 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.





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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 <u>Clause 10.1.3</u>) 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 <u>Clause 10.1.3</u>) which is subject to a 200% Rate, the above should be read as 60% of the 100% Rate or 30% of the 200% Rate.

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.

SN	Mafi rental per calendar day (up to 100 MT)	Charge in OMR (incl. 0% VAT)	Charge in OMR (incl. 5% VAT)
А	Day 1-5	27.625 per unit per day	29.006 per unit per day
В	Day 6+	55.245 per unit per day	58.007 per unit per day

No free time shall be applicable for the equipment rental.

10.1.18 Administration Fees

- a) Documentation Charge Cargo Removal Order (CRO)
- b) Documentation Charge Cargo Delivery Order (CDO)
- c) Data Amendment
- d) Terminal Entry Pass (Gate Pass)
- e) Late documentation fees

As per Clause 10.6.3 As per Clause 10.6.3 As per Clause 10.6.3 As per Clause 10.6.4 As per Clause 10.8.3

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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:

SN	Type of Charge	Charge in OMR (incl. 0% VAT)	Charge in OMR (incl. 5% VAT)
А	Auctioned Cargo Charge	2.755 per FRT	2.893 per FRT
В	Demurrage Charges per slab of	1.800 per FRT	1.890 per FRT
	10 days or part thereof		

Demurrage for the buyer of auctioned Cargo starts to count 10 days from the date of auction.

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10.2.1 Shore Handling Rate table for Ro-Ro Cargoes

SN	Unit type	Unit Range	Unit Rate	Unit Rate
			in OMR	in OMR
			(incl. 0% VAT)	(incl. 5% VAT)
A1	Self-propelled, wheeled units (New units)	Up to 3 MT	14.275	14.989
A2	Self-propelled, wheeled units (New units)	Above 3 MT	17.415	18.286
		up to 10 MT		
A3	Self-propelled, wheeled units (New units)	Above 10 MT	23.170	24.329
		up to 20 MT		
A4	Self-propelled, wheeled units (New units)	Above 20 MT	46.275	48.589
		up to 30 MT		
A5	Self-propelled, wheeled units (New units)	Above 30 MT	2.175 per MT	2.284 per MT
В	Trailers (truck/trailer combination)	As per Below	As per below	As per below
	Note: Loaded trailers discharged from	B2 to B6		
	Vessel and re-shipped empty are not			
	subject to further charges			
B1	Truck without trailer (truckhead)	As per SN A	As per SN A	As per SN A
B2	Trailer without truck, inclusive towing	In Gauge	90.750	92.288
	(SEMI-trailer/dolly)	Trailer		
B3	Trailer without truck, inclusive towing	Out of Gauge	200% surcharge on B2	200% surcharge on B2
	(SEMI-trailer/dolly)	Trailer		
B4	Truck + Trailer combination	Up to 30 MT	46.275	48.589
B5	Truck + Trailer combination	Above 30 MT	2.175 per MT	2.284 per MT
B6	Truck + Trailer combination	Out of Gauge	200% surcharge on B4	200% surcharge on B4
		combination	or B5	or B5
C1	Tracked vehicles – Minimum charge	Surcharge	37.270	39.134
	For protection of Vessel and quay-wall	over rates		
	rope to be used around tracks when	mentioned in		
	driving units. It is the responsibility of	10.2.1 A1 to		
	relevant Vessel's agent to arrange suitable	10.2.1 A5		
	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 (<u>Clause 10.1.1</u>).

3. General Cargo imported, exported or transshipped from/to Ro-Ro Vessel is charged as mentioned in (<u>Clause 10.1.1</u>). 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 C1 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 C1 for the outbound movement (place of rest to ship side).



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Conditions:

The before mentioned rates in <u>10.2.1</u> 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.

5. Ro-Ro units loaded or unloaded onto User's means of transport, during delivery via Lo-Lo operation (lift on – lift off), will be charged as Ro-Ro whereby the additional required lifting equipment and manpower needed for the Lo-Lo operation will be charged on actual basis.

SN	Туре	Considered oversized (OOG) when length exceeds	Considered oversized (OOG) when width exceeds	Considered oversized (OOG) when height exceeds
A	Truckhead New/ Used	15.00 meters	3.20 meters	4.50 meters
В	SEMI Trailer/dolly New/Used	15.00 meters	3.20 meters	4.50 meters
С	Truck + Trailer (truckhead + Semi Trailer/dolly) New/Used	20.00 meters	3.20 meters	4.50 meters

OUT OF GAUGE DIMENSIONS TRAILERS AND TRUCK TRAILER COMBINATIONS:

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 <u>Clause 2.1.10.1</u> and <u>Clause 2.1.10.3</u>

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	Demurrage Slab	:	1		2	3,4	4,5
SN	Unit range		days of e, charged		5 days of e, charged		er charged of 5 days
		-	of 5 days	-	of 5 days	-	/Unit)
		(OMR/Unit)		(OMR/Unit)			
		0% VAT	5% VAT	0% VAT	5% VAT	0% VAT	5% VAT
А	Up to 3 MT	11.810	12.401	11.810	12.401	17.560	18.438
В	Above 3 MT up to 10 MT	16.430	17.252	16.430	17.252	24.480	25.704
С	Above 10 MT up to 20 MT	20.745	21.782	20.745	21.782	31.095	32.650
D	Above 20 MT up to 30 MT	26.780	28.119	26.780	28.119	40.020	42.021
E	Above 30 MT	35.710	37.496	35.710	37.496	53.545	56.222

Demurrage charges will be charged as per below schedule:

For transshipment units:

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

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

SN	Unit range	Demurrage per calendar day (OMR/Unit, incl. 0% VAT)	Demurrage per calendar day (OMR/Unit, incl. 5% VAT)
Α	Up to 3 MT	2.880	3.024
В	Above 3 MT up to 10 MT	3.460	3.633
С	Above 10 MT up to 20 MT	4.315	4.531
D	Above 20 MT up to 30 MT	5.470	5.744
E	Above 30 MT	7.200	7.560



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SN	Service	Charges in OMR	Charges in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
А	Towing of Ro-Ro Cargo	43.170 per unit	45.329 per unit
В	Shifting of Ro-Ro units in yard	12.130 per unit	12.737 per unit
С	Assistance to start units due to Mechanical defect	17.375 per hour or	18.244 per hour or
	(manpower, excl. equipment)	part thereof	part thereof
D	Assistance to start units due to battery deficiency	20.000 per unit	21.000 per unit
E	Where technical support other than above is required	Labor, material and	Labor, material and
		fuel at cost + 10%	fuel at cost + 10%
F	Support with loading of Ro-Ro units on User's truck*	16.250 per unit	17.063 per unit
G	Cargo condition Report	27.500 per unit	28.875 per unit
	(On request)		
Н	Assistance during inspection of Oman Customs authority of	20.000 per	21.000 per
	RORO units while cargo is on Place of Rest (manpower, excl. equipment).*	inspection	inspection

For each call out an administrative fee of OMR 10.500 (incl. 0% VAT) or OMR 11.025 (incl. 5% VAT) is charged.

(*) Operator is not liable for condition of Cargo. User needs to sign a waiver of liability for Operator, 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 User 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:

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.



As per Clause 10.6.3

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Such transfers are charged as follows:

SN	Unit range	Transfer rate	Transfer rate
		(OMR, incl. 0% VAT)	(OMR, incl. 5% VAT)
Α	Up to 3 MT	3.415 per unit	3.586 per unit
В	Above 3 MT up to 10 MT	3.970 per unit	4.169 per unit
С	Above 10 MT up to 20 MT	5.095 per unit	5.350 per unit
D	Above 20 MT up to 30 MT	6.785 per unit	7.124 per unit
E	Above 30 MT	11.325 per unit	11.891 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 Clause 6.14.

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**

- a) Documentation Charge Cargo Removal Order (CRO)
- b) Documentation Charge Cargo Delivery Order (CDO) As per Clause 10.6.3 c) Data Amendment As per Clause 10.6.3 d) Terminal Entry Pass (Gate Pass) As per Clause 10.6.4 As per Clause 10.8.3
- e) Late documentation fees

10.2.8 **Weighing Fees**

Weighing fees will be charged as per Clause 10.1.13.

Note:

- a) General Cargoes off-loaded from or loaded on Ro-Ro Vessel are subject to weighing charges.
- b) 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
<u>10.3.1.1</u>	Indicative Stevedoring Rate Table
<u>10.3.1.2</u>	Indicative Shore Handling Rate Table
<u>10.3.2</u>	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 / Berth overstay / Vessel Hindrance
<u>10.3.8</u>	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)
<u>10.3.8.4</u>	Free Storage Time and demurrage
<u>10.3.8.5</u>	Excess delivered Aggregate or Limestone Cargo (Cargo Leftovers)
<u>10.3.8.6</u>	Storage Laydown Areas
<u>10.3.8.7</u>	Stevedoring Gang Idle Time
<u>10.3.8.8</u>	In-warehouse cargo release
<u>10.3.8.9</u>	Vessel Related Charges
<u>10.3.9</u>	VAT (Value Added Tax)

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C. Steinweg Oman LLC

P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0418 E-mail: info@om.steinweg.com

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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;

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

10.3.1 **Indicative Dry Bulk Rates**

10.3.1.1 **Indicative Stevedoring Rate table**

SN	Stevedoring Related Activity	Charge in OMR (incl. 0%	Charge in OMR (incl. 5% VAT)
		VAT)	
Α	Stevedoring	0.920 /MT	0.966/MT
В	Stevedoring Overtime	Quoted on case by case basis	Quoted on case by case basis
С	Provision of Grabs	Quoted on case by case basis	Quoted on case by case basis
D	Shore Crane surcharge	0.335/MT	0.352/MT
E	Vessel hatch cleaning/clearing	Quoted on case by case basis	Quoted on case by case basis
F	Cargo shifting between hatches	Quoted on case by case basis	Quoted on case by case basis
G	Stevedoring Gang Idle Time	As per Clause 10.3.4	As per Clause 10.3.4
Н	Inaccessible cargo (e.g. sticky cargo on	Quoted on case by case basis	Quoted on case by case basis
	sides of hatches / staircase)		



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10.3.1.	2 Indicative Shore Handling Rate table		
SN	Shore Handling Related Activity	Charge in OMR (incl. 0%	Charge in OMR (incl. 5% VAT)
		VAT)	
А	Terminal transportation from/to quay	0.385 / MT	0.404 / MT
	from/to place of rest		
В	Shore handling	0.865 / MT	0.908 / MT
С	Free Storage and Demurrage Charges	Quoted on case by case basis	Quoted on case by case basis
D	Weighbridge charges	0.210 / MT	0.220 / MT
E	Gate Pass Charges (Terminal Entry Pass)	As per Clause 10.6.4	As per Clause 10.6.4
F	CRO Charges	As per Clause 10.6.3	As per Clause 10.6.3
G	CDO Charges	As per Clause 10.6.3	As per Clause 10.6.3
Н	Environmental Surcharge (if any)	Determined basis Cargo	Determined basis Cargo
		characteristics	characteristics

Notes on <u>Clause 10.3.1.1</u> and <u>Clause 10.3.1.2</u>:

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) A Vessel being able to receive minimum 3,000 MT per hour in case of a loading operation; and
- c) The fact that the Vessel needs to be workable for Operator on minimum 3 hatches/holds at all times, from start to completion; and
- d) Dry Bulk Cargo which is not lumpy and which allows for easy grab access and manipulation; and
- e) Dry Bulk Cargo allowing for grab operations without the use of other machinery; and
- f) 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
- g) 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.
- h) 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.



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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 consignor (under Free In 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 Vessel (including but not limited to hatches not opening, Vessel cranes not working); unless agreed otherwise between consignor, 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 with <u>Clause 10.4.10</u>)
- 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/Berth Overstay/Vessel Hindrance (as per <u>Clause 6.16</u>), Unworkable Vessel/Berth Overstay/Vessel Hindrance 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.

SN	Permissible time for	Grace Period
Α	Vessel Arrival (up to all lines fast)	As per Clause 10.4.10
В	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	
С	Total time for intermediate draft surveys and final draft survey	90 minutes
	(to the extent not executed during break hours of the Operator)	
D	Other delays during Cargo operations which are undisputable attributable to	30 minutes
	the Vessel	

10.3.4 Permissible time and Gang Idle Time



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Gang Idle Time Rates:

SN	Indicative Dry Bulk Gang Idle Time Rate		
	(OMR per Gang hour or part thereof)		
	Incl. 0% VAT Incl. 5% VAT		
А	677.270	711.134	

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 User (in this case the consignor or consignee), as common to the dry bulk trade, unless agreed otherwise prior to berthing of the Vessel.

In case of Liner In/Liner 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 User (in this case the Vessel or its Agent), unless agreed otherwise prior to berthing of the Vessel.

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

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.

10.3.6.1 Quay Dues

Quay dues are applicable as per Clause 10.4.27

The General Terms and Conditions of C. Steinweg Oman LLC ('Steinweg Oman Tariff') are applicable to all our activities.



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10.3.6.2 Garbage Collection and Garbage Skips

- a) Garbage skips can be made available to all Vessels berthing alongside the Terminal.
- b) Skips may be used for removed lashing material and dunnage
- c) It is strictly prohibited to use the garbage skips for the disposal of Hazardous Substances (cfr. IMDG regulations). A separate authorization must be obtained for the removal of such substances.
- d) For each waste category, a separate skip will be provided.
- e) Rental charges for the provided skip(s) include cost to remove the, environmental harmless and not as dangerous good classified, garbage will be debited per skip and will be debited to the Vessel and/or Agent, as follows:

SN	Garbage skip rental charges		
	(in OMR, per skip)		
	Incl. 0% VAT	Incl. 5% VAT	
А	57.950	60.848	

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.

- a) Gate Pass Charges as per Clause 10.6.4
- b) Administrative Charges as follows:

SN	Administrative Charges Crew Changes (in OMR, per Vessel call)			
	Incl. 0% VAT Incl. 5% VAT			
А	35.500	37.275		



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10.3.6.4 Supplies

Supply of water, bunkering (foodstuff), spare parts 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:

SN	Type of supply	Charges in OMR per truck (incl. 0% VAT)	Charges in OMR per truck (incl. 5% VAT)
А	Water	24.750	25.988
В	Bunkering (food and other supplies)	24.750	25.988
С	Fuel	71.650	75.233
D	Spare parts*	24.750	25.988
E	Above services (Clause 10.3.6.4 SN – A, B, C, D)	103.400 per call	108.570 per call
	per barge		
F	Waste collection per barge	103.400 per call	108.570 per call

(*) In case the Operator needs to load / discharge spare parts, Cargo will be charged as General Cargo according to the rates mentioned in <u>Clause 10.1.1</u> SN – H, M and N.

If Supplies are ordered by User and cancelled after cut-off time, a charge of 10.500 OMR per truck (incl. 0% VAT) will apply.

10.3.6.5 Others

Offered on request.





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10.3.7 Unworkable Vessel / Berth Overstay / Vessel Hindrance Tariff

	Unworkable Vessel Charges		Berth Over	Berth Overstay Charges		Vessel Hindrance Charges	
SN	•	r, multiplied by sels LOA)		r, multiplied by sels LOA)		multiplied by the y length (in m ¹))	
	Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT	
А	2.630	2.762	2.630	2.762	2.630	2.762	

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.

SN	Shipment Size	Stevedoring Rate Aggregates		Stevedoring Rate	Limestone (OMR
	(Metric tons)	(OMR per MT)		per	MT)
		Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT
А	Up to 30,000	On request	On request	On request	On request
В	30,001 to 45,000	0.720	0.756	0.720	0.756
С	45,001 to 80,000	0.695	0.730	0.695	0.730
D	80,001 and above	0.670	0.704	0.670	0.704

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

Above rates are based on:

- a) loading of complete vessels. Rates can vary in case of parcel shipments and/or operating on one hatch or a limited number of hatches; and
- b) Vessel being able to receive minimum 3,000 MT per hour in case of a loading operation*; and
- c) The fact that the Vessel needs to be workable for Operator on minimum 3 hatches/holds at all times, from start to completion.

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(*) In case a Vessel can load less than the minimum loading rate due to reasons including, but not limited to, slow(er) de-ballasting, a pro-rata stevedoring surcharge will apply because of loss of productivity.

SN	Shore Handling Rate Aggregates (OMR per MT)		Shore Handling F (OMR p	
	Incl. 0% VAT Incl. 5% VAT		Incl. 0% VAT	Incl. 5% VAT
А	0.180	0.189	0.180	0.189

10.3.8.3 Aggregates and Limestone Cargo Receiving Service (Shore Handling)

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

	5 5				
SN	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		
А	0 to 30,000	On request	On request		
В	30,001 to 45,000	8	8		
С	45,001 to 60,000	10	10		
D	60,001 and above	12	12		

10.3.8.4 Free Storage Time and demurrage

Basis of Calculation as per Clause 2.1.10.3.2.

Note 1: On the last day of Free Storage, the full cargo needs to be loaded on board of the Vessel and/or collected from terminal by truck. Demurrage charges will count on the first day after the last day of Free Storage.

Note 2: 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.



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Demurrage Charges for Aggregates and Limestone Cargo

SN	Demurrage	Charges in OMR		
		(per Day)		
		Incl. 0% VAT	Incl. 5% VAT	
A	Each Calendar Day of demurrage	0.026 x shipment size in MT	0.027 x shipment size in MT	

Extension of Storage period for Aggregates and Limestone Cargo

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.

SN	Extended Storage	Charges in OMR (per Day)		
		Incl. 0% VAT	Incl. 5% VAT	
A	Each extended Calendar Day	0.010 x shipment size in MT	0.011 x shipment size in MT	

10.3.8.5 Excess delivered Aggregate or Limestone 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.

SN	Service	Rate (OMR per MT)	
		Incl. 0% VAT Incl. 5% VAT	
А	Shifting, weighing and re-loading Cargo leftovers	0.280	0.294
В	Storage Charges Cargo leftovers per day; after an initial 3	0.026	0.027
	days free period (date of sailing as first day of free period)*		
С	Yard cleaning Charges on User's request per 1,000 square	125.000	131.250
	meters		

* charged over leftover quantity

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.



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10.3.8.7 Stevedoring Gang Idle Time

SN	Service	Rate Gang Idle Time Charges Aggregates & Limestone (OMR per hour or part thereof)	
		Incl. 0% VAT	Incl. 5% VAT
Α	In case of Mobile Harbour Crane Usage	667.500	700.875
В	In case of Vessel Crane usage	462.500	485.625

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 User (in this case 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

10.3.8.8 In-warehouse cargo release

In-warehouse cargo releases (or ownership transfer) from one User to another User at the Operator premises are subject to approval by the Operator, and only effected as per the official release process. An in-warehouse cargo release is subject to an administrative fee as follows:

SN	Administrative fee (OMR)				
	Incl. 0% VAT Incl. 5% VAT				
А	150.000	157.500			

10.3.8.9 Vessel Related Charges

As per <u>Clause 10.3.6</u> (and sub-clauses) and <u>Clause 10.3.7</u>

10.3.9 VAT (Value Added Tax)

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

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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)
<u>10.4.2</u>	Volume Discounts
<u>10.4.3</u>	Heavy Lifts and Oversized Cargo
<u>10.4.4</u>	Dangerous, Hazardous and (ob)noxious Cargoes
<u>10.4.5</u>	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
<u>10.4.14</u>	Transshipment Cargo
<u>10.4.15</u>	Shifting Cargo on board (re-stow)
<u>10.4.16</u>	Fresh Water for Labor
<u>10.4.17</u>	Specialized Cargo Gear / Terminal Tackle ('Lifting gears' or 'gears')
<u>10.4.18</u>	Loading / Discharge Report
<u>10.4.19</u>	Delay Report
<u>10.4.20</u>	Cargo Sorting
<u>10.4.21</u>	Locker / Deep Tank and Cabin Cargo
<u>10.4.22</u>	Shift Identification
<u>10.4.23</u>	Extra Services
<u>10.4.24</u>	Overtime Surcharge
<u>10.4.25</u>	Bad Stowage
<u>10.4.26</u>	Unworkable Vessel / Berth Overstay / Vessel Hindrance
<u>10.4.27</u>	Quay Dues
<u>10.4.28</u>	Lay-by operations
<u>10.4.29</u>	Operational Vessel delays endangering delays of other Vessel arrivals
<u>10.4.30</u>	Unlashing and Lashing
<u>10.4.31</u>	Shore Crane Usage
<u>10.4.32</u>	Unclaimed Cargo
<u>10.4.33</u>	VAT (Value added Tax)
<u>10.4.34</u>	Crew Changes
<u>10.4.35</u>	Dhows and Country Crafts
<u>10.4.36</u>	Supplies
<u>10.4.37</u>	Garbage Collection and Garbage skips
<u>10.4.38</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 $- m^3$) 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 (OMR per FRT incl.	Stevedoring (OMR per FRT incl.
-		0% VAT)	5% VAT)
Α	Timber	2.215	2.326
В	Plywood Bundles	2.340	2.457
С	Jumbo Bags and pre-slinged bags (minimal 1 MT per	2.140	2.247
	unit average, lower average will result in an increased		
	Pro Rated adjustment of the Rate)		
D	Steel Coils, Billets, Wire rod, angles, etc.	2.215	2.326
Ε	Steel Rebar	2.885	3.029
F	Steel Pipes (coated and uncoated)	3.720	3.906
G	Ro-Ro Cargoes	As per Clause 10.5.1	As per Clause 10.5.1
Н	General Cargo and not otherwise specified Cargoes	2.595	2.725
	(Including Palletized Cargo)		
I	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
К	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 <u>Clause 10.4.3</u>)		
М	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>)		
Ν	Livestock	On Request	On Request
L	ISO Containers	As per <u>Clause</u>	As per <mark>Clause</mark>
		10.4.1.1	10.4.1.1



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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	16.540	17.367
				Containers (normal			
				hours)			
В	Any	Any	Any	Stevedoring Charges	Each Unit	24.800	26.040
				Containers (overtime			
				hours)			
С	Any	Any	Any	Stevedoring Charges	Each	336.150	352.958
				Containers	Gang		
				- Gang Idle Time	Hour or		
					part		
D	Any	Any	Any	Restow Containers -	Each Unit	16.540	17.367
				Vessel-Vessel			
E	Any	Any	Any	Restow Containers -	Each Unit	33.060	34.713
				Vessel-Quay-Vessel			
F	Any	Any	Any	Mobile Harbor cranes	Hour	As per Tariff	As per Tariff
				If gearless or used at the	Tariffs	<u>10.6.1.1</u>	<u>10.6.1.1</u>
				Operator's discretion	Mob		
					De-Mob		
G	Any	Any	Any	Provision of container	-	Included	Included
				spreaders			
Н	Any	Any	Any	Unlashing	-	Included	Included
Ι	Any	Any	Any	Stevedoring Container	Per Unit	5.685	5.969
				Lashing assistance			

<u>Lashing</u>

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 <u>Clause 10.4.1</u> items A-F, H, and L-M as follows per call:

SN	Shipment size	Volume discount
А	Up to 5,000 FRT	NIL
В	Between 5,001 – 10,000 FRT	10%
С	Between 10,001 – 15,000 FRT	20%
D	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 <u>Clause 10.4.1</u> L and M).

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

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

Note: Units with excessive dimensions and/or with weights above 30 MT and/or 100 CBM must be coordinated between agents and Operator well in advance of shipment arrival. The use of mobile shore cranes must be requested in advance and are subject availability. User to share technical drawing(s) and photos with Operator prior to arrival of the Cargo, indicating the centre of gravity and Cargo details.

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 30 MT and/or 100 CBM pre-permission is required from the Operator to receive units on 'Received at Terminal' basis.



C. Steinweg Oman LLC

P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0418 E-mail: info@om.steinweg.com

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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 hours 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 <u>Clause 10.4.8.</u>





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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.

SN	Detention of Gang	Gang Idle Time charge per gang	Gang Idle Time charge per gang
		per hook (in OMR, incl. 0% VAT)	per hook (in OMR, incl. 5% VAT)
А	Timber / Plywood	233.735	245.422
В	Jumbo Bags and pre-slinged Bags	292.165	306.773
С	Palletized Cargo	233.735	245.422
D	Steel Coils, Billets, Wire Rods, Plates,	249.670	262.154
	Angles, Pipes, etc. And/or mixed		
	Cargoes on same Vessel		
Ε	Steel rebar	398.410	418.331
F	Ro-Ro Cargoes	As specified in Schedule 10.5.5	As specified in Schedule 10.5.5
G	General Cargo, not otherwise	334.665	351.398
	specified Cargoes		
Н	Dry Bulk and Minerals	As per <u>Clause 10.3.4</u>	As per <u>Clause 10.3.4</u>
Ι	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 <u>Clause 10.4.8</u>, detention of equipment is included.

10.4.10 Gang and shift assignment

The Operator allocates its gangs for Vessel operations basis below cut-off times

- a) The ETA update submitted before cut-off time during for Vessel arrivals weekdays, as mentioned below.
- b) The latest available ETA update submitted before weekend overtime cut-off time for Vessel arrivals during weekends, as mentioned below.



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

SN	Gang Planning	Cut-off time
А	Morning shift during weekdays	Previous day before 12.00 PM hours
В	Afternoon shift during weekdays	Previous Day before 12.00 PM hours
С	Night shift during weekdays	Same day before 12.00 PM hours
D	Weekend overtime	Thursday before 12.00 PM hours
E	Holiday overtime	The Previous Business Day (Sunday-Thursday)
		before 12.00 PM 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 <u>Clause 10.4.8</u>

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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:

SN	Operation Executed	Pontoons landed	Grace time per pontoon	Charge per pontoon in OMR		Detention charges
				0% VAT	5% VAT	after grace
						time
А	By Vessel crew	Not ashore	15-minute	No C	harge	As per 10.4.8
			average			
В	By Vessel crew	ashore	15-minute	55.100	57.855	As per 10.4.8
			average			
С	By Operator	ashore or not	Not applicable	55.100	57.855	Not
		ashore				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:

SN	Charge Item	Rate	Rate Clause
А	Shore Handling for inbound transshipment Cargoes	100% of Shore Handling Rate	<u>10.1.1</u>
В	Shore Handling for outbound transshipment Cargoes	50% of Shore Handling Rate	<u>10.1.1</u>
С	Stevedoring for inbound transshipment Cargoes	100% of Stevedoring Rate	<u>10.4.1</u>
D	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)

SN	Operation	Stevedoring Rate	Shore Handling Rate
А	Shifting within hatch	100% of <u>Clause 10.4.1</u>	Not applicable
В	Shifting hatch to hatch without landing on quay	150% of <u>Clause 10.4.1</u>	Not applicable
С	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 must 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.

SN	Cargo	Lifting Gear Charges in OMR	Lifting Gear Charges in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
А	General and Project Cargo	As per actual, as per equipment	As per actual, as per equipment
		charges in <u>Clause 10.6.2</u>	charges in <u>Clause 10.6.2</u>
В	Dry Bulk	As per <u>Clause 10.3.1</u>	As per <u>Clause 10.3.1</u>
С	Timber, Plywood Bundles	0.100 per FRT	0.105 per FRT
D	Jumbo Bags	0.175 per FRT	0.184 per FRT
E	Palletized Cargo	0.175 per FRT	0.184 per FRT
F	Steel Pipes, Plates, Coils, Billets,	0.075 per FRT	0.079 per FRT
	Wire Rods		
G	Steel Rebar	0.175 per FRT	0.184 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'.

SN	Service	Charge in OMR	
		Incl. 0% VAT	Incl. 5% VAT
А	Cargo sorting onboard the Vessel	3.990 per FRT	4.190 per FRT

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 <u>Clause 11</u> and on the Operator's website.



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10.4.23 **Extra Services** SN **Extra Service Charge Basis** Charge in OMR Charge in OMR (Normal Hours) (Overtime Hours) incl. 0% Incl. 5% incl. 0% Incl. VAT VAT VAT 5% VAT А 8.820 9.261 13.230 Removing of lashing material and Per manhour 13.892 dunnage from Vessels/hatches Disposal of dunnage, lashing В Per Cubic Meter 11.850 12.443 11.850 12.443 material and the like С **Bundling dunnage** Per manhour 8.820 9.261 13.230 13.892 (or part thereof) Laying of dunnage wood for Per manhour 8.820 9.261 13.230 13.892 D L/S/D purposes on trailer* (or part thereof) Е **Cleaning of Hatches** Per manhour 8.820 9.261 13.230 13.892 (or part thereof) F Collection/Laying Dunnage Per manhour 8.820 9.261 13.230 13.892 (or part thereof) On request On request G **Rigging gear** On request Н Repacking on board On request On request On request Т **Other Services** On request On request On request J 14.325 Supervision of such Services Per manhour 15.041 21.485 22.559 (or part thereof) Κ Re-bundling of Steel Wire Rods Per Unit 30.305 31.820 45.460 47.733 L Re-bundling of Timber/Plywood Per bundle/crate 21.250 22.313 31.875 33.469 bundles/crates 26.560 27.888 Μ **Re-bagging of Jumbo Bags** Per unit 39.835 41.827 (On board/Vessel, excl. bag provision) Ν **Re-bagging of Jumbo Bags** Per unit 15.935 16.732 23.900 25.095 (On terminal, excl. bag provision) Provision/supply of Jumbo Bags Per unit 10.625 11.156 0 10.625 11.156 (1.0 MT capacity)

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



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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:

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 <u>Clause 10.4.8</u>) or in productivity loss (at stevedoring charges mentioned in <u>Clause 10.4.1</u>), 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 Vessel / Berth Overstay / Vessel Hindrance Tariff

	Unworkable Vessel Charges		Berth Overstay Charges		Vessel Hindrance Charges		
SN	•	r, multiplied by sels LOA)	(OMR per hour, multiplied by the Vessels LOA)		(OMR per hour, multiplied by the unusable quay length (in m ¹))		
	Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT	Incl. 0% VAT	Incl. 5% VAT	
А	2.630	2.762	2.630	2.762	2.630	2.762	

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 as follows:

SN	Quay dues per day (or part thereof) multiplied by the Vessels LOA			
	Incl. 0% VAT Incl. 5% VAT			
А	2.630	2.762		

Vessels calling for other reasons than Cargo handling will be subject to quay dues, which will be quoted for on case basis.

10.4.28 Lay-by operations

Lay-by operations are subject to availability. Applicable Rates can be requested to the Commercial department of the Operator and are quoted on a case-to-case basis.



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10.4.29 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.

10.4.30 Unlashing and Lashing

10.4.30.1 Unlashing

SN	Cargo		
		Unlashed by	
Α	Timber Bundles and Plywood Crates	Operator	
В	Jumbo Bags and pre-slinged bags	Operator	
С	General Cargo and Palletized Cargo	Operator	
D	Steel Cargoes such as Coils, Billets, Plates, Sheets, Rebar, Wire Rod, angles	Operator	
Е	Project Cargo and any other cargo type *	Vessel crew	
F	Cargo with special or technical lashing the Operator deems unsafe to unlash for reasons not	Vessel crew	
	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.

SN	Cargo	Cargo Charge Basis Charge in OMR		n OMR	Charge i	n OMR
			(Standard	d Hours)	(Overtime	e Hours)
			Incl. 0% VAT	Incl. 5%	Incl. 0% VAT	Incl. 5% VAT
				VAT		
А	Timber Bundles and Plywood	Per Gang	228.420	239.841	308.370	323.789
	Crates	Hour				
В	Jumbo Bags and pre-slinged	Per Gang	281.540	295.617	380.080	399.084
	bags	Hour				
С	General Cargo and Palletized	Per Gang	337.320	354.186	455.385	478.154
	Cargo	Hour				
D	Steel Cargoes	Per Gang	228.420	239.841	308.370	323.789
		Hour				

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 to avoid (as much as possible) gangs standing idle.

SN	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
A	Provision of extra Labor for unlashing work with repetitive/continuous nature	Per manhour	8.820	9.261	13.230	13.892

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).

10.4.30.2 Lashing

SN	Cargo	Lashing In principle executed by: *
А	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.

SN	Extra Service	Charge Basis	Charge in OMR		Charge in OMR	
			(Normal Hours)		(Overtime Hours)	
			Incl. 0%	Incl. 5%	Incl. 0%	Incl. 5%
			VAT	VAT	VAT	VAT
А	Provision of labor for lashing assistance	Per manhour	8.820	9.261	13.230	13.892

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 must 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 <u>Clause 10.4.8</u>
- 3. Requests for lashing, securing, dunnaging 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 <u>Clause 10.3.4</u>) will be considered as Berth Overstay.

10.4.31 Shore Crane Usage

Note: It is mandatory that Vessel's gear is 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.



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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.

10.4.32 Unclaimed Cargo

Unclaimed Cargo will be charged to the responsible Party as defined in <u>Clause 3.8</u>

10.4.33 VAT (Value Added Tax)

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

10.4.34 Crew Changes

Crew Changes will be charged as per Clause 10.3.6.3

10.4.35 Dhows and Country Crafts

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

10.4.36 Supplies

Supplies will be charged as per <u>Clause 10.3.6.4.</u>

10.4.37 Garbage Collection and Garbage skips

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

10.4.38 Misdeclaration of Weight and/or 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 as per <u>Clause 6.5</u> and <u>6.6.</u> In the event the Operator finds measurements being under declared, cost will be charged in accordance with <u>Clause 6.12</u>.

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10.5 Stevedoring rates (Ro-Ro)

Clause Number	Clause Title
<u>10.5.1</u>	Stevedoring (Ro-Ro) Rate Table
<u>10.5.2</u>	Special Services
<u>10.5.3</u>	Overtime
<u>10.5.4</u>	Gang Allotment
<u>10.5.5</u>	Detention of Stevedoring Gangs and equipment
<u>10.5.6</u>	Working on Arrival
<u>10.5.7</u>	Discharging Ro-Ro
<u>10.5.8</u>	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
<u>10.5.12</u>	Quay Dues
<u>10.5.13</u>	Skip Charges
<u>10.5.14</u>	Supplies
<u>10.5.15</u>	Documentation
<u>10.5.16</u>	VAT (Value Added Taxes)
<u>10.5.17</u>	Crew Changes
<u>10.5.18</u>	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. Click here to go back to content page





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10.5.1	Stevedoring (Ro-Ro) Rate Table			
SN	Unit type	Unit Range	Unit Rate	Unit Rate
			in OMR	in OMR
			(incl. 0% VAT)	(incl. 5% VAT)
A1	Self-propelled, wheeled units (New units)	Up to 3 MT	15.470	16.244
A2	Self-propelled, wheeled units (New units)	Above 3 MT	21.250	22.313
		up to 10 MT		
A3	Self-propelled, wheeled units (New units)	Above 10 MT	27.035	28.387
		up to 20 MT		
A4	Self-propelled, wheeled units (New units)	Above 20 MT	46.290	48.605
		up to 30 MT		
A5	Self-propelled, wheeled units (New units)	Above 30 MT	2.180	2.289
			per MT	per MT
В	Trailers (truck/trailer combination)	As per Below	As per below	As per below
	Note: Loaded trailers discharged from	B2 to B6		
	Vessel and re-shipped empty are not			
	subject to further charges			
B1	Truck without trailer (truckhead)	As per SN A1	As per SN A1 to SN A5	As per SN A1 to SN A5
		to SN A5		
B2	Trailer without truck, inclusive towing	In Gauge	90.750	95.288
	(SEMI-trailer/dolly)	Trailer		
B3	Trailer without truck, inclusive towing	Out of Gauge	200% surcharge on B2	200% surcharge on B2
	(SEMI-trailer/dolly)	Trailer		
B4	Truck + Trailer combination	Up to 30 MT	46.590	48.920
B5	Truck + Trailer combination	Above 30 MT	2.180	2.289
			per MT	per MT
B6	Truck + Trailer combination	Out of Gauge	200% surcharge on B4	200% surcharge on B4
		combination	or B5	or B5
C1	Tracked vehicles – Minimum charge	Surcharge	37.280	39.144
	For protection of Vessel and quay-wall	over rates		
	rope to be used around tracks when	mentioned in		
	driving units. It is the responsibility of	10.5.1 A1 to		
	relevant Vessel's agent to arrange suitable	10.5.1 A5		
	ropes for discharge			



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Office P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0418 E-mail: info@om.steinweg.com

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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 C1)
- 2. Other Cargo loaded on any wheeled or tracked unit, including Mafi trailer, shall be charged as general and breakbulk 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 (<u>Clause</u> <u>10.4.1</u>).
- 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 C1) 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 C1) for the outbound movement (ships ramp to parked position on board the Vessel).
- Ro-Ro units loaded or unloaded from/onto a Vessel (e.g., a Breakbulk Vessel) via Lo-Lo operation (lift on lift off), will be charged as per General Cargo (<u>Clause 10.4.1</u>).

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:

- 6. 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.
- 8. 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:

SN	Туре	Considered oversized (OOG) when length exceeds	Considered oversized (OOG) when width exceeds	Considered oversized (OOG) when height exceeds
A	Truckhead - New/ Used	15.00 meters	3.20 meters	4.50 meters
В	SEMI Trailer/dolly - New/Used	15.00 meters	3.20 meters	4.50 meters
С	Truck + Trailer - New/Used (Truckhead + Semi Trailer/Dolly)	20.00 meters	3.20 meters	4.50 meters

10.5.2 Special services:

SN	Service	Charges in OMR (incl. 0% VAT)	Charges in OMR (incl. 5% VAT)
А	Towing of Ro-Ro Cargo	43.170 per unit	45.329 per unit
В	Shifting of Ro-Ro units on board or via quay	75% of Stevedoring rates	75% of Stevedoring
			rates
С	Assistance to start units due to Mechanical defect	17.375 per hour or part	18.244 per hour or
	(incl. manpower, excl. equipment)	thereof	part thereof
D	Assistance to start units due to battery deficiency	20.000 per unit	21.000 per unit
Е	Where technical support other than above is required	Labor, material and fuel at	Labor, material and
		cost + 10%	fuel at cost + 10%

For each call out an administrative fee of OMR 10.500 (incl. 0% VAT) or OMR 11.025 (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</u> up to <u>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.



SN	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)
А	Up to 15 drivers	254.880	267.624
В	16-25 drivers	308.130	323.537
С	26-35 drivers	394.990	414.740
D	Above 35 drivers	451.340	473.907

Note: Gang Idle Time Rate includes labor 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</u> <u>10.4.7</u>)

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.

- a) 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.
- b) 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 units (loaded, shifted, ...) is charged as follows;

SN	Unit range	Lashing charges (OMR/Unit, incl. 0% VAT)	Lashing charges (OMR/Unit, incl. 5% VAT)
Α	Up to 3 MT	2.920	3.066
В	Above 3 MT up to 10 MT	4.035	4.237
С	Above 10 MT up to 20 MT	8.640	9.072
D	Above 20 MT up to 30 MT	10.930	11.477
E	Above 30 MT	14.405	15.125
F	SEMI-trailer/dolly	8.640	9.072

10.5.10 Liner Mafi operations

SN	Service	Cost Inbound	Movement	Cost Outbour	d Movement
		in O	MR	in OMR	per unit
		Incl. 0% VAT	Incl. 0% VAT	Incl. 0% VAT	Incl. 5% VAT
А	Mafi discharge and re-load	43.105 per	45.260 per	0 per unit	0 per unit
	on same Vessel*	unit	unit		
В	Mafi re-loading on later call*	0 per unit	0 per unit	43.105 per unit	45.260 per unit
С	Mafi lashing and unlashing assistance	8.935 per	9.382 per	8.935 per	9.382 per
	on board of the Vessel	manhour or	manhour or	manhour or part	manhour or
		part thereof	part thereof	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 (<u>Clause 10.4.1</u>). Pulling with tugmasters is included in the shore handling charges.

Yard operations

SN	Service	Charges in OMR per	Charges in OMR per
		unit	unit
		(incl. 0% VAT)	(incl. 5% VAT)
А	(un)stacking Mafi's	11.295 per move	11.860 per move
В	Lashing stacked empty Mafi's	6.060 per stack	6.363 per stack
	(With liner lashing material)		
С	Unlashing stacked empty Mafi's	3.855 per stack	4.048 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>)



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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%.

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 with <u>Clause 2.1.10.2</u>

SN	Trailer length	Daily storage charges in OMR per storage slot (incl. 0% VAT)	Daily storage charges in OMR per storage slot (incl. 5% VAT)
А	20 feet	0.825	0.866
В	40 feet	1.650	1.733
С	60 feet	2.480	2.604
D	80 feet	3.310	3.476
E	Above 80 feet	Every extra 20 feet equivalent x 1.050	Every extra 20 feet equivalent x 1.103

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>);

SN	Unit range	Demurrage per calendar day (OMR/Unit, incl. 0% VAT)	Demurrage per calendar day (OMR/Unit, incl. 5% VAT)
Α	Up to 3 MT	2.880	3.024
В	Above 3 MT up to 10 MT	3.455	3.628
С	Above 10 MT up to 20 MT	4.320	4.536
D	Above 20 MT up to 30 MT	5.470	5.744
Е	Above 30 MT	7.200	7.560



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10.5.11.2 Handling Charges

The following transshipment rates are applicable and include:

- a) Unlashing of Units
- b) Inbound discharging of Units and handling up to place of rest
- c) Handling from place up rest up to Outbound loaded on board of a connecting Vessel
- d) Lashing of transshipment units
- e) Note: For transshipment of General Cargoes the Unlashing and Lashing is excluded

SN	Category	Rate per Unit in OMR	Rate per Unit in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
Α	Wheeled self-driven vehicles		
A1	Units up to 3 MT	27.870	29.264
A2	Units above 3 MT up to 10 MT	39.250	41.213
A3	Units above 10 MT up to 20 MT	50.465	52.988
A4	Units above 20 MT up to 30 MT	67.280	70.644
A5	Units above 30 MT	3.365 per Metric Ton	3.533 per Metric Ton
В	Tracked units	As per above rates +	As per above rates +
		44.085	46.289
С	Truck/Trailer Combinations	89.710	94.196
D	Empty Trailers	123.435	129.607
Е	General Cargo	As per Tariff unless	As per Tariff unless
		agreed otherwise	agreed otherwise
F	General Cargo above 20 MT per Unit	As per Tariff unless	As per Tariff unless
		agreed otherwise	agreed otherwise
G	General Cargo out of gauge with one or more of	As per Tariff unless	As per Tariff unless
	the lengths exceeding; length > 12.0 meters, width > 2.4 meters, height > 3.0 meters	agreed otherwise	agreed otherwise

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 <u>Clause 10.4.27</u>

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 <u>Clause 10.3.6.4</u>

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10.5.15 Documentation

Documentation requirements and associated fees can be found in Clause 10.8

10.5.16 VAT (Value Added Taxes)

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

10.5.17 Crew Changes

Crew Changes will be charged as per <u>Clause 10.3.6.3</u>.

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 with Clause 6.12

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C. Steinweg Oman LLC

P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0418 E-mail: info@om.steinweg.com

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10.6	Equipment and Administration Charges			
Clause	Number	Clause Title		
<u>10.6.1</u>		Terminal Equipment Charges		
<u>1</u>	0. <u>6.2</u>	Lifting Gears / Terminal Tackle		
<u>1</u>	<u>0.6.3</u>	Administration Charges		
<u>1</u>	0. <u>6.4</u>	Terminal Entry Pass (Gate Pass)		
<u>1</u>	0. <u>6.5</u>	Weighbridge Charges		
<u>10.6.6</u>		Tarpaulin Charges		
<u>10.6.7</u>		VAT (Value Added Tax)		
		•		

Click a clause number to be directed to the clause in this chapter. Click here to go back to content page

10.6.1 Terminal Equipment Charges

10.6.1.1 Mobile Shore Cranes

SN	Crane no.	Shore Crane Model + SWL (below capacities are about and without guarantee and for crane indication purposes only)		ion Charge DMR		ilization in OMR	in C	ental Rate DMR or or part reof)
			0% VAT	5% VAT	0% VAT	5% VAT	0% VAT	5% VAT
A	C3* + C5*	100 MT SWL	139.590	146.570	139.590	146.570	139.590	146.570
В	C7 + C8 + C9	100 MT SWL	320.540	336.567	320.540	336.567	320.540	336.567
С	C10	125 MT SWL	356.730	374.567	356.730	374.567	356.730	374.567

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

(*) In principle are cranes C3 and C5 only deployed for general cargo operations; not for (loose) dry bulk operations.

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 88.180 per hour (incl. 0% VAT)	OMR 92.589 per hour (incl. 5% VAT)
Minimal usage to be 1 hour, ch		



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10.6.1.3	Heavy Duty Forklift (up to 42 MT)	
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Equipment rental	OMR 88.180 per hour (incl. 0% VAT)	OMR 92.589 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 35.860 per hour (incl. 0% VAT)	OMR 37.653 per hour (incl. 5% VAT)		
Minimal usage to be 1 hour, charges are non-dividable per hour.				

10.6.1.5 Low duty forklift (up to 7 MT)

Equipment rental	OMR 24.965 per hour (incl. 0% VAT)	OMR 26.213 per hour (incl. 5% VAT)	
Minimal usage to be 1 hour, charges are non-dividable per hour.			

10.6.1.6 Bob Cat / Shovel

Equipment rental Shovel	OMR 24.965 per hour (incl. 0% VAT)	OMR 26.213 per hour (incl. 5% VAT)		
(bucket up to 2.5 CBM)				
Equipment Rental Bob Cat	OMR 24.965 per hour (incl. 0% VAT)	OMR 26.213 per hour (incl. 5% VAT)		
Minimal waara ta ba 4 bawa abayaa ayo yaa di idabla wax bawa				

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.

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

Applicable as described in Clause 10.1.17.

10.6.1.9 Sweeper truck

Equipment rental	OMR 27.090 per hour (incl. 0% VAT)	OMR 28.445per 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 31.875 per hour (incl. 0% VAT)	OMR 33.469 per hour (incl. 5% VAT)		
Minimal usage to be 3 hours, charges are non-dividable per hour.				

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).

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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</u> to <u>10.6.1.8</u>, to carry out Stevedoring and/or yard operations at the Operators Terminal.

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

SN	Туре	Per	Capacity	Fee in OMR	Fee in OMR
				(incl. 0% VAT)	(incl. 5% VAT)
A1	Shackles	Piece	Up to 10 MT	1.495	1.570
A2		Piece	Between 10 MT - 25 MT	3.795	3.985
A3		Piece	Over 25 MT	7.175	7.534
B1	Spreader Bars	Each	Up to 15 MT	12.675	13.309
B2		Each	Between 15 MT – 30 MT	19.280	20.244
B3		Each	Over 30 MT	26.995	28.345
B4		Each	20' Container spreader	38.590	40.520
B5		Each	40' Container spreader	44.090	46.295
B6		Each	110 MT spreader	82.675	86.809
B7		Each	140 MT spreader	137.750	144.638
B8		Each	130 MT Frame	220.420	231.441
B9		Each	Big Bag Frame (12 BB cap)	44.090	46.295
C1	Hooks	Per Set of 2	Pipe Hooks	9.910	10.406
C2		Per Set of 2	Plate Hooks (incl chain)	13.210	13.871
C3		Per Set of 2	Container Hooks	9.910	10.406
C4		Per Set of 2	Safety Hooks	9.910	10.406
D1	Steel Wire Slings	Per Set of 2	Up to 12.5 MT	13.210	13.871
D2		Per Set of 2	Between 12.5 MT – 25 MT	19.280	20.244
D3		Per Set of 2	Over 25 MT	26.995	28.345
E1	Chains	Per Set of 2	Up to 15 MT	19.280	20.244
E2		Per Set of 2	Above 15 MT	26.995	28.345
F1	Nylon Slings	Each	Up to 3 MT	6.605	6.935
F2		Each	Between 3 MT – 10 MT	10.750	11.288
F3		Each	Over 10 MT	19.280	20.244
G1	Grab (8-10 CBM)	Each	Per shift or part thereof	93.690	98.375
			per unit		
G2	Grab (16 CBM)	Each	Per shift or part thereof	137.775	144.664
			per unit		
G3	Grab (30 CBM)	Each	Per shift or part thereof	165.315	173.581
			per unit		
H1	Steel cage	Each	Up to 10 MT	21.670	22.754
H2		Each	Up to 20 MT	30.870	32.414



10.6.3 Administration Charges

SN	Charge	Rate (in OMR per Document)	
		incl. 0% VAT incl. 5%	
А	Documentation Charge Cargo Removal Order (CRO)	10.500	11.025
В	Documentation Charge Cargo Delivery Order (CDO)	10.500	11.025
С	Data Amendment Charges invoice (HBL/RBL/SBL and the like)	45.000	47.250
D	Invoicing fee (if applicable)	10.500	11.025
E	Oil spillage administration fee (e.g. User's truck / Cargo)	25.000	26.250

<u>CRO</u>: All Cargo will be delivered only on presentation of relevant CRO. CROs are issued by the Operator (Tally Department) upon submission of Agent's 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.

Cut-off time for a User to deliver the Delivery Order and Customs Declaration is 4.30 PM on working days, in order for Operator to issue the CRO on the same day (or in weekends). After that, if User requests receiving CDO at the same working day (or in weekends), late documentation charges apply as per <u>Clause 10.8.4.2F</u>. Issuance of CRO in such cases is subject to availability of office staff after working hours or during weekends.

<u>CDO</u>: All Cargo will be received only on presentation of relevant CDO. CDOs 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.

Cut-off time: for a User to complete the export booking process of Operator and submit the Customs Declaration is 4.30 PM on working days or in weekends, in order for Operator to issue the CDO on the same day. After that, if User requests receiving CDO at the same working day (or in weekends), late documentation charges apply as per <u>Clause</u> <u>10.8.4.2F</u>. Issuance of CDO in such cases is subject to availability of office staff after working hours or during weekends.

10.6.4 Terminal Entry Pass (Gate Pass)

SN	Length of Entry Pass validity	Fee in OMR per Gate pass
		(incl. 5% VAT)
Α	1 day	2.273
В	2 to 5 days	3.980
С	10 days	5.681
D	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.



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10.6.5 Weighbridge charges

Weighbridge Charges as described in <u>Clause 10.1.13</u>

10.6.6 Tarpaulin Charges

SN	Туре	Per	Dimensions	Fee in OMR (incl. 0% VAT)	Fee in OMR (incl. 5% VAT)
A	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 Clauses 10.4.23 and 10.6.1.5.

10.6.7 VAT (Value Added Tax)

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

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10.7 Container Freight Station (CFS) 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

- a) The CFS Service (Container Freight Station) at the Terminal;
- b) Bonded Warehousing (covered) at the Terminal;
- c) Non-Bonded Warehousing at the Terminal;
- d) Collateral management in connection to Warehousing Services;
- e) Value added Services (VAS);
- f) Logistics and Forwarding Services, generally in connection to CFS and/or Warehousing Services;
- g) 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
<u>10.8.5</u>	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.
- p) Work Information List as per the Operator's format
- q) Valid Vessel gear certificates





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10.8.2.2 Loading Vessels

a) The same items are to be provided as per <u>Clause 10.8.2.1</u> 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>

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.

10.8.4.1 Cut-off times

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

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

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.



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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.

<u>Request for grace</u>: 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 as follows:

SN	Item	Charge in OMR (incl. 0% VAT)	Charge in OMR (incl. 5% VAT)
А	An administrative overtime fee per document	10.500	11.025
В	Minimum Order Value per Vessel	50.000	52.500

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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10.8.4.2 Late Documentation Charges

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

SN	Document	Charge Basis	Rate	Rate
			(OMR, incl.	(OMR, incl.
			0% VAT)	5% VAT)
Α	Cargo Stowage Plan	Each	75.000	78.750
	Cargo Manifest			
	Hazardous/DG Cargo declaration			
	Vessel Particulars			
	IMO Cargo acceptance Requests			
	Work Information List			
	Packing List in Operator's Format			
В	Passenger Manifest	Each	18.000	18.900
С	Bills of Lading	Per BL	18.000	18.900
D	HL/OOG Cargo lifting plans (if applicable)	Per Diagram	75.000	78.750
Е	Change of information (including adjustments related	Per document requiring	18.000	18.900
	to misdeclared cargo information,	data amendment		
	added or cancelled bills of lading)			
F	Request for issuance of CRO/CDO after cut-off as	Overtime fee per	25.000	26.250
	described in Clause 10.6.3 (subject to availability of	document		
	office staff)			

Note: Further Info on data requirements will be provided on request

SN	The maximum total amount of late documentation charges (in OMR, per Vessel		
	call)		
	(Incl. 0% VAT)	(Incl. 5% VAT)	
А	400.000	420.000	



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10.8.4.3 Other documentation/administration:

SN	Document	Charge Basis	Rate	Rate
			(OMR, incl. 0%	(OMR, incl. 5%
			VAT)	VAT)
А	Packing List in Operator's Format, if the Operator	Per Line Item	2.750	2.888
	has to generate a packing list			
В	Permits to Work issued by the Operator	Per Permit	45.000	47.250
С	House Bill of Lading, Split & Revised Bill of Lading	Per BL	45.000	47.250
	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/

11.1 Office Working Hours

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

SN	Period		
А	Working hours	Sunday to Thursday, every day: 07.30 AM Hours to 05.00 PM Hours	
В	Break Time	Sunday to Thursday, every day: 12.00 PM Hours to 01.00 PM Hours	
С	Office remains closed on Fridays, Saturdays and Holidays (exceptions applicable)		

Departments/functions which are open 24 hours per day:

- a) Pre-Gate Registration, Gates and weighbridge
- b) Security

11.2 Stevedoring working hours

Working hours for the Stevedoring operations are as follows:

SN	Period	
А	Working days - Normal working hours	From Sunday 07.30 AM Hours until Thursday 11.30 PM Hours (24/5)
В	Weekend – Overtime working hours	Thursday 11.30 PM Hours until Sunday 07.30 AM Hours.
		Friday morning shifts (07.30 AM - 03.30 PM) on request but without
		guarantee.
С	Operations during holidays declared by the Operator, are considered Overtime hours as per Clause 11.3.	



C. Steinweg Oman LLC

P.O. Box 338, PC 325, Liwa Sohar - Sultanate Of Oman Phone: +968 - 2685 0418 E-mail: info@om.steinweg.com

Website: steinweg.com

Office

11.3 Stevedoring Overtime hours

- a) Overtime applicable:
- b) Stevedoring rate:
- Weekend Overtime Hours and Holidays as described in this chapter Normal Stevedoring rate at 150%

Note:

- 1. Agent shall submit a request for Weekend Overtime latest 12.00 PM (Noon) Hours on Thursdays.
- 2. Agent shall submit a request for Holiday Overtime latest 12.00 PM (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 consignee (or consignor) or his agent.
- 7. Overtime is applicable during public holidays over the complete timeline of such holiday.

11.4 Shore Handling Working Hours - Cargo delivery/receiving

Working hours for Cargo delivery and Cargo receiving operations (at land side via shore) is as follows:

SN	Period	
А	Working days - Normal working hours	Sunday to Thursday, every day: 07.30 AM Hours to 05.30 PM Hours
В		1) 05.30 PM Hours to 07.30 AM Hours (every day, up to Thursday
	Weekday - Overtime working hours	morning)
С		2) 05.30 PM Hours Thursday until 11.30 PM Hours Thursday
D	Weekend – Overtime working hoursThursday 11.30 PM Hours until Sunday 07.30 AM Hours	
E	Operations during holidays declared by the Operator, are considered Overtime hours as per Clause 11.5.	

Note 1: 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 2: For Stevedoring activities executed on a Direct Delivery Basis, Cargo handling alongside the Vessel will proceed in accordance with the consignor or the consignee and Cargo will be delivered from/to the Terminal during Stevedoring Hours.

Note 3:

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



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11.5 Shore Handling: Overtime Cargo delivery/receiving working hours

Overtime Charges are applicable for Cargo handled during Weekday 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.

Overtime on Shore Handling is not applicable for operations executed in direct conjunction with a Vessel discharge and/or loading operation.

SN	Item	Charge in OMR	Charge in OMR
		(incl. 0% VAT)	(incl. 5% VAT)
А	Overtime during normal working days	125% of shore handling	125% of shore handling
		charges	charges
В	Overtime during weekends and public holidays	150% of shore handling	150% of shore handling
		charges	charges
С	Minimum Order Value	85.000	89.250

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

Morning Break	05.00 AM Hours to 06.00 AM Hours
Afternoon Break	12.00 PM Hours to 01.00 PM Hours
Evening Break	07.00 PM Hours to 08.00 PM 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.

11.7 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.

11.8 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 Document: <u>https://www.steinweg.com/countries/oman/</u>