



TCP TERMINAL CUENCA DEL PLATA MONTEVIDEO / THIRD PARTY TARIFFS EFFECTIVE 5th. July 2018

All prior negotiations, representations, understandings, discussions or agreements (whether verbal or in writing) are hereby cancelled or merged herein. The clauses of the present Contract, in its entirety, prevail on any other Agreement made between the Parties. Tariff increases will be applied, respecting the maximum allowed as per DECREE N° 137 / 001 of April 25 2001 by the Uruguayan MINISTRY OF TRANSPORT AND PUBLIC WORKS and the Uruguayan MINISTRY OF ECONOMY AND FINANCE.

INVOICING PROCEDURE

The Shippers/Receivers must pay the costs as hereunder described and for their account before the Container(s) is (are) received / delivered at/from "TCP" Terminal. Shipper's owned Containers (except empty tank Containers) full (laden) or empty are invoiced in the same way as full (laden) Line Containers, import or export as hereafter:

A. FULL CONTAINERS IMPORT:

Reefer monitoring	Receiver's account
Electricity supply & use of reefer infrastructure	Receiver's account
Plug/unplug at Terminal	Receiver's account
Full storage	Receiver's account
IMO storage	Receiver's account
Gate Moves Full Out	Receiver's account
ISPS	Receiver's account
Logistic Fee	Receiver's account

B. FULL CONTAINERS EXPORT:

Reefer monitoring	Shipper's account
Electricity supply & use of reefer infrastructure	Shipper's account
Plug/unplug at Terminal	Shipper's account
Full storage	Shipper's account
IMO storage	Shipper's account
Gate Moves Full in	Shipper's account
ISPS	Shipper's account
Logistic fee	Shipper's account

C. EMPTY TANK CONTAINERS

import, export owned / operated by the "SHIPPER/RECEIVER" and Shipper's owned empty tanks: are invoiced as herein specified.

D. FREE DAYS OF STORAGE:

Import: 3 calendar days, if collected within 3 calendar days.

Export: 3 calendar days free, counted down from and including "first ETA" date.

This free allowance does not apply for special, over dimensioned supplements, or IMO storage.

SOLAS "VGM"

Implementation of the International Maritime Organisation (IMO) amendments to the International Convention for the Safety of Life at Sea (SOLAS) into effect on 1 July 2016. The Shipper is the uniquely responsible party for timely providing the VGM data to the Line and/or its Agent. TCP will not be responsible for the lack of VGM data in a correct & timely manner.

- a) TCP will not receive the VGM data directly from the Shipper but from the Line and/or its Agent.
- b) TCP will discharge, stow and load all transshipment containers considering the VGM as per Arrival Baplie and/or Discharging List.



- c) Units received as per current estimation method that show a difference of more than 5% between this and the VGM sent **after "Gate IN"** are subject to restow costs in case said difference causes changes on the Stowage Plan by the Planning Office of the Line.
- d) All units without VGM data before Cut-off time will not be loaded and Rollover & Storage costs will be applied.
- e) In case that the Planning office of the Vessel Provider determines that the above described units can be loaded with Late VGM data, Re-planning cost will be applied.

GENERAL CONDITIONS

Article 1: Every assignment to "TCP" will be concluded according to the following conditions that govern the commercial relations between the Parties. These conditions form part of this Contract for all activities and facts between the Parties of this Contract, even if situated outside this Contract. These general conditions do not detract from the regulations and customs of the Port of Montevideo.

Article 2: The task consists of all activities of a manual or non-manual nature relating to the loading, unloading, handling, receiving, controlling, tallying, delivery of goods, warehousing, and transportation within the port area, including all related and subordinate activities. This enumeration is not limitative. "THE CUSTOMER" is the one who gives the order to "TCP". "TCP" is the one who accepts this order and executes it or has it executed.

Article 3: "TCP" is only liable for the damage and/or loss that are the direct consequence of his proven fault. The liability of "TCP" is limited to 875,- USD per package and 125 USD,- per ton for bulk Cargo. The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed 2.500,- USD with a deductible of 1.500 USD. For damage caused to the ship or means of transport, the compensation is based on the depreciated value and the maximum liability shall not exceed 50.000,- USD with a deductible of 15.000 USD. In case of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of goods or materials made available by "the Customer" or by third Parties, the total liability shall not exceed 50.000,- USD with a deductible of 15.000 USD, irrespective of the number of prejudiced Parties. "TCP" is not responsible for time lost for any reason.

Calculation formula (not for Containers: for Containers see below table) for "depreciated value": $DV = ((PV-RV) * (EL-AL)) / EL$

PV = purchase value
RV = residual value (minimum 10%)
EL = expected lifetime
AL = actual lifetime
DV = depreciated value

Article 4: All costs that are unknown at the time of writing this Contract, as well all costs arising from government decisions shall be borne by "THE CUSTOMER".

Article 5: "THE CUSTOMER" will insert in the Contracts with third Parties, that all discharge clauses and/or limitations in favour of "the Customer", will also apply in favour of "TCP", the sub-Contractor and/or the mandatories.

Article 6: Delay in payment will give rise ipso jure to the payment of interest for delay equal to the official lending rate of the National bank of Uruguay + 2%. Formal notice of payment shall give rise to the payment of Contractual damages equal to 10% of the amount invoiced, with a minimum of USD 125,- for administrative charges.

Article 7: "TCP" is exempt from all liability in the following cases: All indirect or immaterial damage such as but not limited to: delays, harbour dues, demurrage, loss of profits, fines and/or similar levies; Consequential damages, i.e. the material or immaterial damage, which is the consequence of the damage caused to the property of the other Party such as, but not limited to, business disruption costs and/or other loss of profits; Difference in weight of the Containers and their contents; Theft; All damage and loss occurring before or after the actual execution of the task by "TCP"; Force majeure; Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party for any failure to perform, or delay in the performance of that Party's obligations mentioned below, when such failure to perform or delay in performance is caused by an event of force majeure; provided, however, that the Party whose performance is prevented or delayed by such event of force majeure shall have given prompt notice thereof to the other Party and has made its best efforts to prevent such failure or delay. For the purpose of this article, the term "force majeure" shall include acts of God, lightning, earthquakes, fire, floods, epidemics, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, whether declared or undeclared, blockades, sabotage and/or other events that are completely out of the will and consent of "TCP". If either Party is affected by an event of force majeure, it will forthwith notify the other Party of the nature and extent of such force majeure and the Parties will enter into bona fide discussions with a view to alleviating its effects and to agreeing such alternative arrangements as may be fair, reasonable and practicable, the Party affected by a force majeure being under the obligation to give the full particulars thereof and to use its best efforts to minimize the effect of occurrence and to take the necessary remedial measures; Weather conditions; Defect in the goods and/or the packing; Flooding, natural disaster, explosion and fire, whoever or whatever may be the cause thereof; Error of third Parties and/or of "THE CUSTOMER"; Errors, delays, unforeseen costs, due to changes in the reporting systems by "non-TCP" parties; Failure to communicate or incorrect communication of data or instructions by "the Customer" and/or by third Parties; Any claim resulting from an unforeseeable defect of the equipment of "TCP"; Any liability arising out of the following operations: Dry-docking or ship repair; Dredging or related activities; Operation of ships, tugs, barges, dredgers and other similar vessels, passenger operations; Any liability arising in connection with following Cargoes: Bullion and precious metal object, Bank notes, coins, cheques, credit cards, Bonds, negotiable documents and securities, Jewellery, works of art, antiques or precious stones, High value cargoes, Live animals, birds, fish and reptiles; "TCP" is never liable for damages that have not been reported.

Article 8: "the Customer" is required to communicate in writing to "TCP" before the commencement of the task: The correct and accurate description of the goods, including type, number, weight, condition and risk category. All instructions and limitations connected with the protection, handling and storage of the goods and the execution of the assignment in general. The goods shall carry all necessary markings indicating their characteristics. "the Customer" shall pack the goods required for the execution of the assignment, unless it is customary not to pack the goods. The means of transportations to be made available shall be supplied so that the assignment to be executed can be started with immediately, according to the usual method of working. The installations, warehouses and equipment shall be checked by "the Customer" before being put to use, as to their suitability. In the absence of such a check or any motivated reserve, they shall be deemed to have been found suitable. "The Customer" shall safeguard "TCP" against all claims that could arise from a breach of the above obligations, even if the breach is attributable to a third Party.

Article 9: Subject to written obligation to insure, "the Customer" undertakes in respect of "TCP" to bear all risks itself, and waives recourses against itself and/or its insurers. "TCP" waives all recourses against "the Customer" in the case of fire damage to the installations.

Article 10: "TCP" shall carry out the assignment to the best of its ability and in conformity with the customs, usages and regulations of the port.

Article 11: All liability of "TCP" lapses if any claim by "the Customer" is not lodged in writing at the conclusion of the task. Transfer of risk: "TCP" will be liable from the moment "TCP" has accepted the Containers at the gate (for Valuable goods: from the moment the container is taken from the truck) until the loading on board of the vessel or from the moment of placing in stack (for Valuable goods, from the moment of placing the Container on the designated



truck with chassis) after discharging until loading on vehicle leaving the Terminal. All assessments of damage, measures taken, destructions or replacements if any, have to take place jointly with "TCP", respectively its insurance company, in order to be admitted.

Article 12: Without prejudice to the preceding stipulations, any claim against "TCP" expires one year after the determination of the damage and/or, in case of dispute, one year after the date of invoice, unless an earlier date is fixed by law.

Article 13: Should any article of these general conditions be in conflict with compelling legal stipulations that article shall be regarded as not written, so that the validity of the remaining articles shall be unaffected.

Article 14: All legal disputes between "the Customer" and "TCP" shall be settled according to these special conditions and Uruguayan law. The Tribunal of Montevideo is the sole competent legal venue. Any translation of this Contract is for convenience only and in the event of disparity the English text shall prevail.

Article 15: Insurance. "TCP" will insure its property related to the Contract against FLEXA (fire, lightning, explosion, air vehicles) including a waiver of recourse against "the Customer" and all other third Parties. "The Customer" will insure their goods stored under "TCP"'s custody against FLEXA (fire, lightning, explosion, air vehicles) including a waiver of recourse against "TCP" and/or their affiliated companies. In case of damage of "the Customer" property, due to FLEXA or any other cause from which "TCP" is exempt from all liability, "the Customer" will remove the remains of these damaged goods stored at "TCP" for their own account. Both "TCP" and "the Customer" will carry general third Party insurance, as it is customary in Uruguay.

Article 16: "the Customer" shall be fully liable and hold "TCP" and / or its affiliates harmless for any and all damages, losses, fines, taxes, levies, dues, duties and/or any other costs or consequences, due to non-compliance with the procedures

Article 17: "the Customer" is liable for any damage caused by inherent vice or defect of any object, placed by "the Customer" at "TCP"'s disposal, without considering the cause of or the moment giving rise to that vice or defect.

Article 18: Solely by entering the Terminal, the Contracting Parties accept explicitly – in their own name and for account of their employees, suppliers and subcontractors – the regulations, guide lines and notices, which are effective on the Terminal and which exempt "TCP" of all liability for damages in case of accidents concerning persons, goods and vehicles, which occur on the Terminal, outside the scope of the present Contract.

Article 19: "TCP" to insure their labourers in accordance with the Uruguayan Law. Normal labour insurance is included in the "Rate(s)/Tariff(s)". "The Customer" to pay extra labour insurance, if imposed, for e.g. ammunition, explosives & other dangerous and/or corrosive goods.

Article 20: The Parties hereby agree that default will be automatic, by the mere expiration of the deadlines or by doing or failing to do something against the agreed terms (article 1336 of the Uruguayan Civil Code). The legal situation of the Containers and the Cargo is responsibility of "the Customer". The intervention of legal, judicial, or administrative Authorities due to the legal situation of the Containers and/or the Cargo shall not be considered as a case of force majeure or as a hypothesis of exemption of responsibility for "the Customer", who will be responsible for all the costs while the Containers are kept in the Terminal, even if they are retained at the request of the abovementioned Authorities.

Article 21: "the Customer" is liable for all damages caused by all "Container Ships" and/or their crews, of which "the Customer" is the Owner, Charterer, Operator or Disponent Owner, which shall include dedicated feeder ships owned or operated or chartered by "the Customer", even if acting pursuant to orders or instructions of officers (such as pilots) of the port authority.



20180705
TCP MONTEVIDEO THIRD PARTY RATES & CONDITIONS

Effective 05th July 2018

ALL RATES ARE IN USD and can be changed at any time with immediate effect.

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	Tarifas válidas desde el 5 de Julio 2018	Tariffs effective from 5th. July 2018	USD		
1	Almacenaje normal de contenedor desde día 1ro. al 5to	Standard Container storage from 1st day to 5th	62,31	por teu / por día	per teu / calendar day
2	Almacenaje normal de contenedor desde día 6to.	Standard Container storage from 6th day onward	70,13		
3	Suplemento de Almacenaje de contenedor sobredimensionado	Over-dimensioned container storage surcharge	243,75		
4	Suplemento almacenaje de contenedor IMO	IMO storage surcharge	191.40	por teu / por día + tasa de administración especial IMO	per teu per calendar day + special IMO administration fee
5	Despacho directo	Compulsory direct delivery	310,00	por contenedor	per container
6	Pre - asignación de contenedores	Empty container pre-allocation	250,00		
7	Manipuleo de contenedores con sobredimensión	Handling over-dimensioned containers surcharge	350,00		
8a	Recepción o Entrega de contenedor lleno	Gate "out" or "in" per full	29,22	por contenedor	per container
8b	Recepción o Entrega de contenedor vacío	Gate "out" or "in" per empty container	29,22	por contenedor	per container
9	PBIP	ISPS	115.00		
10	Movimiento extra	Extra moves	28,65	por movimiento efectivo; ej. Moviendo 5 contenedores para alcanzar un 6to. Contenedor = 12 movimientos	per effective move; E.g. moving 5 Containers to reach a 6th Container = 12 moves
11	Habilitación de Terminal: fuera del horario normal de funcionamiento M/M 4 horas	Gate open at non-working hours (m/m 4 hours)	472,50	por hora + tasa logística	per hour + Logistic fee
12	Habilitación de Terminal: DOMINGOS Y FERIADOS, mínimo 8 horas	Gate allowance Sunday or holiday (m/m 8 hours)	553,50		
13	Suministro de electricidad y uso de infraestructura de reefers	Electricity supply and use of reefer infrastructure	43,84	por teu, por día calendario indivisible, sin días libres	per teu per started indivisible calendar day; no free allowance
14	Monitoreo de temperatura de contenedores reefers	Reefer Container temperature monitoring	75,00	por reefer, por día calendario indivisible, sin días libres	per reefer, per started indivisible calendar day; no free allowance
15	Cambio de seteo	Change of setpoint	34,00	por reefer	per reefer
16	Enchufe, incluido desenchufe de contenedor	Container plugging, including unplugging	103,00		



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17	Colocar / remover etiquetas	Attaching, removing, masking labels	75,00	por contenedor	per container
18	Etiquetas IMO	IMO Class label	40,00	por etiqueta, no incluye colocación	per label, excluding labour
19	Precintar contenedor	Sealing a container	40,00	por precinto, no incluye precinto + "movimientos extras", si el contenedor está apilado.	per seal excluded seal + to add the "extra moves" if the container is stacked
20	Lavado común	Regular steam cleaning	165,00	por contenedor + tasa depósito + "movimientos extra", si el contenedor es apilado	per container + Depot fee+ to add the "extra moves" if the container is stacked
	Lavado especial	Special cleaning	as per layout – depende del tratamiento minimum: special cleaning: 285,00 / IMO cleaning: 395,00		
21	Lavado IMO	IMO cleaning			
22	Tomar fotografías	Making pictures	10,00	por foto, con un mínimo de usd 30,00 (si el contenedor esta apilado: se agregan los movimientos extra)	per picture with a minimum of 30,00 usd (if the container is in stack: plus extra moves)
23	Uso de batea para contenedores con derrames y/o IMO	Tray for container leakages and/or IMO	800,00	por contenedor, por día calendario + tasa administrativa imo	per container per day + special IMO administration
24	Tasa logistica	Logistic fee	231,50	por contenedor, por transacción	per container, per transaction
25	Corrección documentaria	Document amendment	97,50	por corrección	per correction
26	Administración especial & monitoreo de contenedores IMO o con derrame, cuando ingresan en la terminal: vía camión, barcaza, feeder o buque oceánico	Special administration & monitoring for IMO or leaking containers when entering the terminal, by truck, barge, feeder or ocean vessel	227,50	por contenedor	per container
27	Tasa depot	Depot fee	65,00	por contenedor	per container

*** the above tariffs can be adjusted with immediate effect