

STANDARD STEVEDORING CONDITIONS

1 – Port services are provided and carried out in accordance with the “TCGL Exploration Regulation”, better known as “Regulamento de Exploração do TCGL”, which has been approved by the Port Authority of Leixões.

2 – Berthing of vessels as well as the beginning of operations will be in accordance with the order of arrival, whereby TCGL will not assume responsibility for any costs which may occur as a result of delays due to berth awaiting time. Nevertheless, all efforts will be made to avoid such inconveniences.

3 – The normal operating period in TCGL, runs on weekdays (Monday to Friday) with the normal working hours as follows:

- 1st shift - from 8 am to 5 pm
- 2nd shift – from 5 pm to 12 midnight
- (Excluding meal hours: 12 noon – 1pm and 8 pm – 9 pm)

Exceptionally and pending agreement, TCGL can operate beyond the days and times indicated above, namely Saturdays, Sundays and Public Holidays. There is also the possibility of working during the extension of the 2nd shift from 12 midnight to 8 am (relative to the day of the shift to be extended).

4 – Time count and beginning of operations, will start in the normal working period, immediately after the berthing of ship, once ready to operate without interruptions, unless otherwise agreed between TCGL and the Client.

5 – The underlying described service conditions are valid for normal working conditions, in port of Leixões. TCGL agrees to inform the Client of any unforeseen problems as soon as they become aware of them.

6 – Operations time count will stop as result of the following cases: strikes or workers meetings (including plenary and general assembly meetings), summoned under the terms of the legislation in force.

7 – If for reasons unrelated to TCGL, port operations do not start – in accordance with the start (date/time) agreement – or are interrupted even for short periods, the cost of stevedore gang and the stoppage of equipment, will be charged as Idle Time. Included in these periods among others are:

- Delay to berth the vessel
- Lack of documentation and stoppages imposed by the authorities
- Lack of cargo
- Rain and bad weather conditions
- Lack of open hatch covers
- Holds not approved
- Other faults as a result of ship or client responsibility
- Stoppages determined by the vessel’s crew
- Stoppages imposed by the Port Authority for environmental reasons
- Lack of cars in direct load/discharge, if not from TCGL’s responsibility.

8 – The selection of the equipment and shifts for an operation after agreement are managed solely by TCGL.

9 – In order to permit TCGL to plan the various services and equipment involved in operations, the client must report in time the dates of the vessels arrival, their names and cargo types, procedure that may be carried out through the shipping agent.

10 – Tender’s include the manpower and the equipment needed for a normal operation, unless otherwise referred in the specific conditions. Port taxes applicable to vessel or goods are not included.

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11 – Unless otherwise specified, the terms of the described services, are applicable to "Box-shaped" or "Single-deck" ships; guaranteeing the necessary conditions to access, charge or discharge cargo with shore cranes; with holds who's dimensions and configuration permit cleaning, without frames, bilges or covers, that require additional cleaning or require additional manpower to remove or load the cargo.

If the above mentioned is not verified, additional manpower and extra equipment costs will be charged, and TCGL will not be held responsible in case of damages resulting from improper ship configuration.

12 – Unless specified, it is the Client's responsibility to transport the product for loading or discharging, as well as fulfil the minimum rate established in order to have enough cargo available alongside the crane for the operation. The equipment used for moving the cargo needs to be adequate to avoid compromising the operation rate.

13 – For invoice purposes it'll be taken into consideration the weight readings (ton) obtained from Port of Leixões Authority (APDL) scale. If it does not happen, the weight from other recognized scales may be considered. At the end, the criteria considered will be the weight in the cargo manifest or any other criteria agreed upon between TCGL and Client.

14 – TCGL is not responsible for any deviations in weight neither for insurance of the cargo during transport or storage of goods.

15 – When handling simultaneously different types of cargo in the same vessel, TCGL will only be responsible for the average weighted rate calculated.

16 – Unless specified from Pilot Station of port of Leixões, vessels must have compatible dimensions with the access conditions to TCGL, which currently are:

	Max. LOA	Max. Beam	Depth CD
Quay 1:	250 m	32.30 m	-10 m
Quay 2:	220 m	32.30 m	-11 m
Quay 4:	215 m	32.30 m	-12 m

17 – When the contracted rates for loading/discharging rates for operations are not accomplished due to Client's responsibility, and this results in loss for other vessels' operations, like demurrages", TCGL is entitled to shift the vessel, per Client' account, in order to comply with other Clients' obligations.

18 – When there are two or more types of cargo with different characteristics in the same hold, they should be suitably separated and permit when discharging one of them that the crab does not move over and above of the other cargo in order to prevent contamination. TCGL will never be responsible for contaminations if the above mentioned is not respected.

19 – The NOR (Notice of Readiness) can be signed by TCGL under Client request but as stevedore only, and not binding on any other contractual terms between shippers/owners/receivers, which means the reception but not the acceptance of the terms and conditions established in the "Charter Party".

20 – Insurance

The services provided by TCGL are covered by an insurance policy in accordance with applicable legal rules.

21 – Storage

TCGL warehouses and yards are destined for short term storage, which means the storage of cargo must be coordinated in advance and it is subject to availability. In any case, TCGL cannot be responsible for goods quality deterioration resulting from long term storage.

TCGL's storage areas are registered as temporary storage warehouses authorized by the AT, with the number DTP00000261340PT, being able to exercise the right to retain goods, until delivery of the corresponding customs clearance.

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22 – Lifting Points

General cargo should have well defined lifting points in order to lift it vertical and horizontally in safety conditions, namely for workers, equipment and the cargo itself.

23 – Any lashing or unlashng operations and supply of material for this task, are not included in the described service and are subject to an additional proposal.