
TLP TERMINAL SDN BHD
(Company No: 916389-W)

TERMS AND CONDITIONS OF BUSINESS

TLPT Terminal Sdn Bhd (here in after referred to as ('TLPT') is licensed by the Johor Port Authority to carrying on the business of operating, managing and providing the Services and/or Facilities at the TLPT Terminal.

These Terms and Conditions shall apply to, and form an integral part of, the Contract between TLPT and the Customer in accordance with which TLPT makes its Services and/or Facilities available to the Customer at the TLPT Terminal.

The Customer shall comply with these Terms and Conditions together with all acts, ordinances, by-laws, (including but not limited to by-laws on hazardous cargo) regulations, policies and operating standards as may from time to time be specified by the Johor Port Authority, any other relevant government authorities, all international conventions ratified by the Government of Malaysia relating to port operations and any directions stipulated by TLPT from time to time for the safe and convenient use of TLPT Premises and the Services and/or Facilities at the TLPT Terminal.

In the absence of express acceptance by the Customer of these Terms and Conditions, acceptance shall be implied in the following events:

1. Upon receipt of an Application or other form of notification by TLPT from the Customer of their intention to berth a vessel and/or use the Services and/or Facilities at the TLPT Terminal;
or
2. Upon the Customer engaging TLPT or transacting business with TLPT for the use of the Services and/or Facilities whether by agreement or otherwise and the Customer shall thereafter be bound by these Terms and Conditions of Business.

PART I
DEFINITIONS AND CONDITION

1. DEFINITIONS

1.1. In these Terms and Conditions and in any contract entered into by TLPT which includes these Terms and Conditions by reference, the following words and expressions shall, unless the context of the Contract requires otherwise, have the following meanings:

- “ATA”** means the Actual Time of Arrival;
- “Applications”** means the submission to TLPT by the Customer of a properly completed form in the manner prescribed by TLPT or by other mode accepted by TLPT for the use of the Services and/or Facilities by or for the Customer; *Alternatively* - means the application by the Customer to use the Services and/ or Facilities made in writing to TLPT or by any other mode required or accepted by TLPT;
- “Authority”** means the Johor Port Authority established under the Port Authorities Act 1963 including its employees and agents or any successor authority established under any Act to regulate port operations at TLPT Terminal;
- “Agent”** includes unlicensed agents, representatives, brokers, freight forwarders, persons acting in their capacities as total logistics providers, direct and indirect subcontractors and their respective servants, agents and/or representatives;
- “Berth”** means any dock, pier, jetty, quay, berth, marine terminal or similar structure (whether floating or not) at which a vessel may tie up. It includes any plant or premises other than a vessel, used for the purposes ancillary or incidental to the loading or unloading of goods;
- “Business”** refers to any dealings by electronics means or otherwise between TLPT and the User, for the provision of services granted by TLPT to the User at the User's request whether with considerations or otherwise or transacted with or without a formal contract documents;
- “Cargo”** includes livestock, minerals, wares, vehicles, passenger luggage and effects, merchandise and articles of every kind and descriptions whatsoever whether in bulk or break bulk or otherwise, and includes any part thereof. For the purposes of this Terms and Conditions, the word "cargo" shall be interchangeable with “goods”, wherever the context permits;
- “Claim”** means any loss, damage, cost and expenses due to any circumstances, including but not limited to the following:
- (a) any loss, destruction or damage of any property (including the property of the person suffering such loss, damage or expense);
 - (b) any damage to the environment;
 - (c) death or injury of any person; or
 - (d) any economic or consequential loss or loss of profits suffered by any person and any demand or legal proceedings made or instituted in respect of such loss, damage or expense (including solicitor and client costs);
- “Contract”** means the contract formed upon the acceptances by TLPT of the Application which shall be deemed to include these Terms and Conditions and any other document expressly agreed between TLPT and the Customer as forming part of such contract, together with all acts, ordinances, by-laws, regulations, policies and operating standards as may from time to time be specified by the Authority

and any other relevant government authorities, all international conventions ratified by the Government of Malaysia relating to port operations and any directions stipulated by TLPT from time to time for the safe and convenient use of the Services and/or Facilities;

Alternatively · means the contract formed upon the execution of the Form by the Customer;

“Contract Sum” means all or any sums payable by or for the Customer to TLPT under the Contract or at law in accordance with the rate stipulated in the Contract or in the absence of such stipulation, in accordance with the rate stipulated in TLPT Terminal Tariff and Charges;

“Customer” means the person whose Application has been accepted by TLPT and includes any persons, owners of goods, equipment or vessel, or operators, including their respective representatives, successors and permitted assigns of such person or any persons, firms and vessels who entered into any relationship with TLPT or avails itself or seeks to avail itself of any Services or Facilities, and shall include any Customer’s Representative;

"Customer's Representatives “ means any one or more persons authorized by the Customer Representative” and approved by TLPT to deal with TLPT, its servants and agents for the purposes of the Contract and shall include but not limited to, any agent of a vessel owner;

"Dangerous cargoes” means any of the following cargoes whether packaged, carried in bulk packaging or in bulk within the scope of the following regulations: oils covered by Annex 1 of MARPOL 73/78;

- (a) gases covered by the Codes for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk;
- (b) noxious liquid substances or chemical including wastes covered by the Codes for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk and Annex II of MARPOL73/78;
- (c) dangerous, hazardous and harmful substances, materials and articles including environmentally hazardous substances (marine pollutants) and wastes, covered by the International Maritime Dangerous Goods Code; and
- (d) solid bulk materials possessing chemical hazard and solid bulk materials hazardous only in bulk (MHBs) including wastes, covered by Appendix B of the Code of Safe Practice for Solid Bulk Cargoes,

and includes any empty uncleaned packaging (such as tank-container, receptacles, intermediate bulk containers(IBC), bulk packaging, portable tanks or tank vehicles)which previously contained dangerous cargoes, unless the packaging have been sufficiently cleaned of residue of the dangerous cargoes, and purged of vapours, so as to nullify any hazard, or have been filled with non-dangerous substance

“Dangerous Goods” means dangerous cargoes in packaged form or otherwise and includes the goods defined and classified as dangerous goods as set out in the Johore Port Authority By-Laws 1979or the Authority’s Port Notices, as may be amended from time to time;

“Day” means the period from 0700 hours on one day to 0700hours on the next day;

“ETA” means the Estimated Time of Arrival;

“Facilities” means all or any part of the facilities described in the Application or any facilities provided by TLPT in replacement therefore in the event that the

Facilities become damaged or destroyed or shall become unfit for use due to the willful intent or recklessness of TLPT, whether for use in themselves or for use in connection with the provision of Services;

- “Force Majeure”** means any act of God, act of public enemies, war, restraint of governments, princes or peoples of any nation, riots, strikes, blockade or embargo, action to work to rule, lock-outs, sabotage, insurrections, terrorist attacks, civil commotion, floods, landslides, general bad weather, restrictions due to quarantines, epidemics, storms, peril of the sea, earthquake, tsunami, or any fire, explosion, atomic or nuclear reaction, breaking adrift of any vessel from TLPT Terminal, damage by vessel or aircraft, obstruction to shipping or roads that provide access to or egress from TLPT Terminal or interruption of use of the Services/ Facilities due to any cause whatsoever or any other causes or circumstances the occurrence or extent of which TLPT could not reasonably have controlled, foreseen, avoided, prevented or forestalled;
- “Goods”** includes livestock, minerals, wares and merchandise of any description whether containerized or otherwise, and includes any passenger luggage and effects brought into TLPT Terminal by the Customer or for the Customer for the purpose of the Contract;
- “Goods Handling”** means all or any of the following services and facilities provided by TLPT which are subject of the Application:
- (a) shifting goods between any vessel and TLPT Terminal;
 - (b) shifting goods from place to place within TLPT Terminal;
 - (c) shifting container from place to place within any vessel;
 - (d) loading or unloading dangerous goods in break bulk form;
 - (e) lashing/unlashing goods;
 - (f) storing goods within TLPT Terminal;
 - (g) delivery of any goods by or through any medium of transport including vehicles and/or pipelines
- “Hazardous Cargo”** means cargo of any kind classified by the International Maritime Organisation or local regulations as hazardous cargo;
- “IMDG Code”** means the 1977 edition of the International Maritime Dangerous Goods Code published by IMO as amended from time to time;
- “IMO”** means the International Maritime Organization;
- “ISPS Code”** means the International Ship and Port Facility Security Code which became mandatorily applicable on 1st July 2004 on the following:
- (a) vessels engaged on international voyages;
 - (b) passenger vessels including high-speed passenger craft;
 - (c) cargo vessels including high-speed craft of 500 gross tonnage and above and
 - (d) mobile offshore drilling units.
- “MARPOL 73/78”** means the International Convention for the Prevention of Pollution from Vessels 1973 (including its protocols, annexes and appendices) which constitutes attachments 1 to the formal act of the International Conference on Marine Pollution in London on 2nd November, 1973 as modified and amended by the Protocol of 1978 relating thereto;

“Master”	including every person, except a pilot, having for the time being the command or charge of any vessel;
“Package”	includes any box, basket, barrel, case, receptacle, sack, bag, wrapper, envelope or other covering or thing in which good is placed for the purpose of carriage, consignment, freight, importation or exportation;
“Johore Port Authority”	means the Johore Port Authority By-Laws 1979 [P.U (A) By-Laws” 50/79] and includes its amendments thereof;
“Party”	means TLPT or the Customer;
“Pilot”	means any person not belonging to a vessel who has conduct thereof;
“Port Pilotage District”	means the Pasir Gudang Port Pilotage District declared District” under section 29 A of the Port Authorities Act 1963;
“Services”	means any operation; work or services described as such in the Application, including but not limited to Goods Handling and Terminal Services and Facilities;
“Services/ Facilities”	means the Services and/or the Facilities provided by TLPT, as the case maybe;
“Terminal Services and Facilities”	means all or any of the following services and facilities and Facilities” provided by TLPT and which are subject of the Application: <ul style="list-style-type: none"> (a) Goods Handling; (b) Berthing or un-berthing of any vessel; (c) Shifting or hauling of a vessel; (d) Survey or inspection of any goods and their contents to ascertain the nature its value and extent of any loss or damage of the same; (e) Ship supplies to any vessel; (f) Supply of fresh water to any vessel; (g) Distribution of power supply to any vessel; (h) Supply of mechanical equipment and manpower; (i) Lifting and moving of any goods; and (j) Warehousing.
“Terms and Conditions”	means the terms and conditions of business contained herein as may be amended from time to time;
“TLPT”	means TLP Terminal Sdn Bhd (Company No. 916389-W) and includes its successors and its permitted assigns;
“TLPT Premises”	means all or any part of any land or places owned, occupied, operated, managed or controlled by TLPT, including the TLPT Terminal;

“TLPT Tariff and Charges”	means the rates imposed or charged by TLPT for the use of the Services and/or Facilities or the channel, in accordance with TLPT’s tariff published or circulated from time to time, or the Contract or any agreement between TLPT and the Customer and any other charges imposed by TLPT from time to time;
“TLPT Terminal”	means all or any part of any land, place, structure or building, in which the Services/Facilities shall be provided by TLPT, or appropriated by it for the landing and shipping of goods, irrespective of whether or not such land, place, structure or building shall be owned, operated, managed or controlled by TLPT, including any jetty, berth, wharf or any other landing place;
“User”	includes any persons, customers, owners, operators and their respective representatives, successors and permitted assigns, having or transacting Business with TLPT in any manner whatsoever;
“Unprotected Goods”	goods not placed in a carton or any form or packaging and both bulk and break bulk goods, the packing, stuffing or storage is such that the goods are exposed in such a manner that will result in their loss in weight, value or quality or in their damage;
“Vehicle”	means a structure capable of moving or being moved or used for the conveyance of any person or thing and which maintains contact with the ground when in motion;
“Vessel”	includes every description of watercraft, non-displacement crafts capable of being used as means of transportation on water, barges, lighters and any mechanically propelled ship or boat or any seagoing or inland water craft, oil rig, semi-submersible, jack-up rig, drill vessel including any floating objects used in navigation for the carriage of cargo or passengers;
“Wharf”	includes any quay, pier, jetty, ramp, landing place and any wall and building adjoining the foreshore, seabed or river bed;
“Warehouse”	means the land and premises used by TLPT at the TLPT Premises where amongst other things; goods are packed, unpacked and cleared;
“Warehousing”	means all or any of the following services or facilities provided by TLPT and which are subject of the Application: <ul style="list-style-type: none"> (a) Provision of space, either open or covered, for the storage, loading, unloading, stuffing, unstuffing, repair, fumigation or inspection of any goods; (b) Distribution of any goods; (c) Quality testing of any goods; (d) Survey of any goods; (e) Repacking of any goods; (f) Re-labeling of any goods.

2. INTERPRETATION

- 2.1. Where the context permits singular includes the plural and male gender includes female and neuter gender.
- 2.2. Whenever in these Terms and Conditions there is a reference to more than one person it shall be construed as reference to such persons or any one of them.

- 2.3. A reference to a person or party includes a reference to a body corporate and to an unincorporated body of persons.
- 2.4. A reference to any statute or statutory provision includes a reference:
 - (a) To such statute or provisions in force from time to time, amended, modified or re-enacted;
 - (b) To any repealed statute or statutory provision which it re-enacts (with or without modification).
- 2.5. All agreements and undertakings on the part of either party which comprise more than one person or entity shall be joint and several.
- 2.6. All applications, orders, instructions, notices, requests, descriptions, directions, declarations, permissions, consents and other communication required or permitted under the Contract to be made or given to TLPT shall be made or given in writing or by such other mode as may be accepted by TLPT.
- 2.7. If the whole or any part of any provision of the Contract or shall be or become illegal or held to be invalid or unenforceable for any reason whatsoever including by reason of any statutory provision or by reason of any decision of any Court or any other body or authority having jurisdiction over the Parties or the Contract, such whole or part of such provision shall be deemed to be deleted from the Contract and the remaining provisions contained herein and the application of such provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision shall be valid and enforceable to the extent permitted by law Provided that if any such delete on substantially affects or alters the commercial basis of the Contract, the Parties shall negotiate in good faith to amend the provisions of the Contract as shall be necessary or desirable in the circumstances.
- 2.8. All business is conducted by TLPT subject to the exclusions and limitations of liability as set out in these Terms and Conditions. The liability of TLPT and the Customer under these Terms and Conditions shall be deemed to operate in addition to and in no way derogate from any liability which but for these Terms and Conditions would arise by contract, in tort, by statute or otherwise on the part of TLPT or the Customer.
- 2.9. All headings of the provisions contained in these Terms and Conditions are for reference and the convenience of the Parties only and do not define, limit or enlarge the meaning, interpretation or scope of the provisions.

3. APPLICABLE LAWS

- 3.1. These Terms and Conditions shall be governed, construed and interpreted in all respects according to the laws in force in Malaysia.
- 3.2. All claims or disputes arising out of or related to these Terms and Conditions shall be submitted to the jurisdiction of the Malaysian courts, provided that TLPT shall have the right, as claimant, to initiate proceedings against the Customer either:
 - (a) in the jurisdiction of the courts of the country of the principal domicile of the Customer; or
 - (b) in the jurisdiction of the courts of the country in which any vessel or other asset (including bank account) of the Customer is or might at the instigation of TLPT be detained or frozen.

PART II CONTRACT

4. CONTRACT

- 4.1. An Application shall be deemed to be an offer by the Customer to use the Services and/or Facilities pursuant to these Terms and Conditions. These Terms and Conditions form part of the Contract between TLPT on the one part and the Customer on the other part.
- 4.2. Unless expressly provided otherwise in the Contract, TLPT shall select the Facilities in its absolute discretion.
- 4.3. TLPT shall provide and the Customer shall accept the Services and/or Facilities in consideration of the payment of the rates and charges, all in accordance with the terms and conditions of the Contract.
- 4.4. Subject to Clause 4.10, no terms or conditions whether express or implied which are at variance with these Terms and Conditions shall apply. These Terms and Conditions shall constitute the entire agreement between TLPT and the Customer and supersede any previous agreement or arrangement between them relating to the subject matter here of and it is expressly declared that no variation to these Terms and Conditions shall be effective unless made in writing and signed by the duly authorised representatives in writing.
- 4.5. The Customer shall ensure that only itself or the Customer's Representative shall deal with TLPT for the purposes of the Contract.
- 4.6. Any undertaking by TLPT under the Contract to do any act may be carried out by its authorised servants or agents, in which event all acts omissions which may be permitted of TLPT under the Contract shall also be permitted of such persons and all protection from liability afforded to TLPT by the Contract shall also be afforded to such persons.
- 4.7. When entering into a Contract TLPT, to the extent of the terms of the Contract, does so not only on its behalf but as an agent and trustee for employees, servants and agents.
- 4.8. No party shall disclose to any other person any information related to the Contract without the prior consent of the other party.
- 4.9. Notwithstanding Clause 4.8, either party may disclose information related to the Contract to:
 - (a) such party's agents or contractors who have a need to know the same provided that such agents and contractors are first subject to the same confidentially restrictions contained herein;
 - (b) any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure; or
 - (c) any other person to the extent that such information is already known to such party.
- 4.10. TLPT may issue separate terms and conditions governing the provision of any specialise services or facilities. Unless specified otherwise in writing, such additional terms and conditions shall apply in respect of the specialize services or facilities and these Terms and Conditions shall continue to apply to the extent there are applicable.

5. EARLY TERMINATION FOR URGENT REASON

- 5.1. Notwithstanding the other provisions under any Contract or these Terms and Conditions, TLPT may terminate the Contract forthwith at any time without any claim or charge by the Customer if TLPT, in its sole opinion, has an urgent reason for doing so.
- 5.2. Such urgent reason shall include but shall not be limited to:

- (a) if the Customer shall fail to observe or perform any of its obligations under these Terms and Conditions and shall not remedy its failure within a reasonable time after TLPT has notified the Customer of such failure;
- (b) if TLPT shall be of opinion that the presence of the goods (whether dangerous goods or otherwise) at any TLPT Terminal may lead to any Claim against TLPT;
- (c) if TLPT shall be prevented from providing the Services and/or Facilities or if the Services and/or Facilities shall become unsuitable in any way for use due to any Event of Force Majeure.

6. LAW AND STATUTORY OBLIGATIONS

Law

- 6.1 This Terms and Conditions of Business is governed by, and shall be construed in accordance with the Laws of Malaysia.
- 6.2 The parties hereby agree that any legal action or proceedings arising out of or in connection with this Terms and Conditions of Business against them or any of their assets may be brought in the Courts of Malaysia and hereby irrevocably submit to the jurisdiction of such courts.

Compliance with Laws and Regulations and by Laws

- 6.3 The parties shall at all times and in all other respects comply with all laws, regulations and by-laws of any local or other duly constituted authority which may be applicable to perform its obligations under this Terms and Conditions of Business and each party shall be liable for all fines, penalties and liabilities of every kind for breach of any such provisions.
- 6.4 All other amounts and payments to be rendered under this Terms and Conditions of Business are exclusive of any tax (including but limited to Government Tax and/or Goods and Services Tax ("GST") where applicable. If any amount payable is determined to be subject to tax in accordance with any legislation in force or any of its regulations made thereunder, TLPT, in addition to such amount stated or computed under this Agreement, is entitled to charge such tax and recover an amount equal to the tax properly chargeable in accordance with the legislation in force or any of its regulations made thereunder.

7 SURVIVAL OF OBLIGATIONS

- 7.1 Notwithstanding the complete performance of the Contract or the termination of the Contract in so far as it relates to the Customer, the terms and conditions of the Contract shall remain in full force and effect between TLPT and the Customer in so far as such terms and conditions shall remain unfulfilled or relevant.

PART III
ACCESS TO AND PRESENCE AT THE TLPT PREMISES

8 ENTRY AND EXIT

- 8.1 Except with the permission of TLPT, no person or vehicle shall enter or leave any part of TLPT Premises by any means other than an entrance or exit or means designated by TLPT for that purpose.
- 8.2 No person shall enter or remain in any part of TLPT Terminal or operational area unless he is in possession of a pass issued by TLPT.
- 8.3 No person shall cause or permit a vehicle to be placed at anywhere in TLPT Terminal or TLPT's operational area except at such place designated by TLPT for that purpose.
- 8.4 All Customers or any persons and vehicles entering TLPT Terminal at their own risk and TLPT shall not be liable for any injury, loss or damage to such Customers or person.

9 CLOSURE OR BARRIERS

- 9.1 TLPT may in its discretion without assigning any reason therefore, close TLPT Terminal or any part thereof for any period or erect or place any barriers thereat, in which event no person shall enter the same unless he has obtained the express permission of TLPT.

10 EVIDENCE OF PERMISSION

- 10.1 The grant of TLPT's permission under Clauses 8.1 and 9.1 above shall be evidenced by any permanent or temporary pass issued by TLPT subject to such conditions as TLPT may think fit to impose.

11 REFUSAL OR REMOVAL

- 11.1 TLPT may in its discretion without assigning any reason therefore, refuse entry or exit to or require the Customer to remove any person or property whether or not such person or property is in possession of or covered by a pass or passes issued by TLPT under Clause 10.1 above.

12 OBEDIENCE TO DIRECTIONS

- 12.1 The Customer shall obey all directions given by TLPT in respect of the Services and/or Facilities and the TLPT Premises or as indicated by any signboard placed by TLPT whilst the Customer remains at the TLPT Terminal or TLPT Premises.

13 DURING NORMAL WORKING HOURS AND FOR CONTRACT PURPOSES

- 13.1 Subject to the foregoing in this Part III, TLPT shall grant the Customer and the Customer's Representative, access to the Facilities or the TLPT Premises, as the case may be, during normal working hours or if applicable outside of the normal working hours only for the purposes of the Contract subject to their compliance with the operational safety, security and other requirements of TLPT from time to time.

PART IV ENVIRONMENT

14 ENVIRONMENT

14.1 The Customer shall not:

- (a) discharge, throw, deposit or permit or suffer to escape any dirt, ashes, exhaust, steam, oil, water, filth or waste matter whether liquid or solid onto any TLPT Terminal without the permission of TLPT; and
- (b) permit or cause smoke, soot, ash, grit or oil to be emitted from any Vessel at the TLPT Terminal in such quantity or density as may be deemed to be nuisance or annoyance in the opinion of TLPT pursuant to the guidelines provided by the IMO.

PART V PILOTAGE AND TOWAGE SERVICES

15 PILOTAGE SERVICES

Navigating in Port Pilotage District

15.1 No vessel for which pilotage is compulsory as specified by Authority from time to time shall navigate in the Port Pilotage District without the assistance of a Pilot.

Requirement to Use Pilotage Services

15.2 No vessel requiring pilotage for the purpose of approaching, leaving or operating within the TLPT Terminal shall engage a pilot other than a pilot provided or authorized by the Authority or pilot who is duly licensed to act as a pilot in the Port Pilotage District by the Pilotage Committee of the Authority.

15.3 Vessels requiring the services of any pilot shall comply with the Port Authorities Act 1963, the Johor Port Authority By-Laws 1979, all other rules and regulations issued and enforced by the Authority, the relevant government authorities and with all the international conventions ratified by the Government of Malaysia relating to pilotage and pilotage operation including any other direction stipulated by the Authority from time to time for the safe pilotage and convenience of pilotage operation.

16 TOWAGE SERVICES

Requirement to Use Towage Services

16.1 No vessel requiring towage for the purposes of approaching, leaving or operating within the TLPT Terminal shall make use of any towage services other than those provided by the Authority or persons authorised by the Authority.

PART VI
SERVICES IN RELATION TO VESSELS

17 APPLICATION FOR BERTHS

- 17.1 The user intending to call at the Port shall comply with the policy specified in "POLICY ON VESSEL ACCEPTANCE".
- 17.2 The Customer intending to call at TLPT Terminal shall, as early as possible and in any event not less than forty eight (48) hours prior to the estimated time of arrival, provide notice in writing (or by any other mode acceptable to TLPT) of the expected time and date of arrival and supply information relating to such vessel as TLPT may reasonably require (a "Notice to Berth").
- 17.3 The Customer warrants that all information provided to TLPT in the Notice to Berth shall be accurate.
- 17.4 The Customer shall be responsible for changes in berthing schedules and delays to the vessel or other vessels arising from inaccurate information and shall be liable for any damage whatsoever resulting there from and may be penalized in the manner determined by TLPT.

18 POLICY ON VESSEL ACCEPTANCE

- 18.1 The following policy on vessel's acceptance shall form part of the TLP Terminal Sdn. Bhd's (TLPT) Terms and Conditions of Business.
- 18.2 This policy shall immediately become applicable when the TLPT Terms and Conditions of Business which constitute a STANDNIG OFFER shall be deemed accepted either.
 - (a) Upon receipt of notification/application from the user to TLPSB of the intention to use and/or engage any of the facilities and/or services at the Port as provided or made available by TLPT, or
 - (b) When the user transacts any business with TLPT.
- 18.3 When the TLPT Terms and Conditions of Business are applicable, the User shall immediately be subjected to the TLPT Vessels Acceptance Policy and shall comply with the following requirements:
- 18.4 Applicable to all vessel and particularly to Tanker, a duly completed Form "Q88" that provides erroneous information shall disqualify a vessel from being accepted for berthing.
- 18.5 A thorough vetting/inspection shall be carried out on all vessels that have exceeded the age of twenty (20) years.
- 18.6 Vessel s that have exceeded the age of twenty five (25) years notably single hull and double bottom shall not be accepted to berth at any TLPT's wharves or jetties notably Petroleum Petrochemical and Chemical product.
- 18.7 The maximum period for dry docking of a vessel shall be two (2) years and six (6) months. We shall not consider any request for extension of this period unless the applicant furnishes a copy of the certificate indicating the reputable international vessel's Class under P & I that had been approved i.e. ABS, Lloyds Register & German Lyold on (IWS) in-water survey etc. and NOT from third world country survey company or classification body.
- 18.8 A vessel exceeding twenty (20) years age shall be required to undergo a conditional assessment program (CAP) 2 rating. The maximum validity period for CAP rating shall be thirty (30) months from the date of CAP survey. The CAP 2 rating shall include a comprehensive fatigue analysis and gauging record highlighting the maximum diminution of steel plating

- 18.9 A brand new vessel or a vessel that has been released from dry-docking shall be accepted only subject to conditions to be determined by TLPT.
- 18.10 All other documents to support vessel's integrity shall be accepted in good faith.
- 18.11 Pre-berthing inspection shall be carried out at User / Owner's cost when the need arises by qualified surveyor.
- 18.12 The cost for Pre-berthing Inspection shall be bill to the account of the vessel owner accordingly.
- 18.13 No Rig or Jack-up Rig or Semi-submersible or the like is allowed to be berthed at any of the oil jetties.
- 18.14 TLPT has absolute right to reject any vessel and shall have full discretion on the vessel's acceptance without giving any reasons.
- 18.15 Each vessel intending to call at the Port shall be ISPS code compliant, and shall not less than 48 hours prior to her entry, furnish to TLPT together with her notification of arrival, all information as required under the ISPS Code in particular the following:-
- (a) The vessel level of security which shall be declared to JPS' s Marine Control Tower via VHF Channel 11 and TLPT's Marine Control not less than one (1) hour before JPS's pilot boards the vessel at the Pilot Boarding Point;
 - (b) Whether the vessel requires the Declaration of Security;
 - (c) Whether the vessel possess a valid International Ship Security Certificate and
 - (d) The Flag of Administration applicable to the vessel.
- 18.16 Provided that TLPT reserves the right to take action as provided under the ISPS Code for non-compliant or high security risk vessel. Provided further that TLPT shall not be liable for any loss and or damage and for any suits, proceedings cost or claims whatsoever from the Owner or Operator or any third party arising in consequent of such rejection or action by TLPT.

19 ALLOCATION OF BERTHS

- 19.1 No vessel shall be berthed or unberthed or be placed alongside TLPT Terminal without the written approval of TLPT (or approval provided by any other mode acceptable to TLPT).
- 19.2 Following receipt of a Notice to Berth TLPT shall use its best endeavours to allocate a berth to the Customer in accordance with its requirements as set out in the said notice.
- 19.3 The allocation of berths shall be at the discretion of TLPT. TLPT may vary the order of berthing if it considers that it is advisable to do so from time to time.
- 19.4 TLPT shall not be responsible in the event that a vessel could not be berthed at TLPT Terminal.

20 REFUSAL OF BERTHS

- 20.1 TLPT reserves the right to reject any Notice to Berth or if it is of the opinion that a vessel should not be berthed at TLPT Terminal.

21 BERTHING AND UNBERTHING OF VESSELS

No Warranty Approaching, Leaving or Lying Alongside.

- 21.1 TLPT does not and shall not give any warranty or representation that a vessel will not ground whilst approaching, leaving or lying alongside the TLPT Terminal. Without prejudice to the foregoing, each vessel approaching or leaving or while lying alongside TLPT Terminal does so at the sole risk of the Customer.

Berthing and Un-berthing

- 21.2 A vessel shall be berthed and un-berthed to the satisfaction of TLPT by her master and at the sole risk and responsibility of the Customer and the master.
- 21.3 Without prejudice to Clause 20.2 above TLPT will provide berthing/un-berthing personnel and mooring crew at TLPT Terminal to render assistance under instruction from the master of the vessel for the sole purpose of making fast casting off the vessel's hawsers and mooring ropes. Every vessel which berths at TLPT Terminal shall remain under the charge of its master and TLPT shall not be responsible or liable in any way for any damage or loss suffered or incurred during the berthing and un-berthing of a vessel.
- 21.4 TLPT shall not be liable in any way for any latent defects in mooring, hooks bollards or posts, nor for any improper mooring of the vessels at TLPT Terminal.

Liability for Damage to Property

- 21.5 The master of the vessel shall be responsible for any damage to TLPT Terminal and to the TLPT Premises, equipment, fender or mooring bollards, hooks and other property belonging to TLPT or any third parties caused during or arising from the act of berthing or un-berthing whether by reason of incompetence or negligence of TLPT or a pilot in charge of the vessel or as result of insecure or improper mooring of the vessel whilst lying alongside the TLPT's berth and shall hold TLPT fully indemnified, by payment on demand, against all claims, demands, losses, costs and expenses arising from any such damage.

22 VESSELS BERTHED ALONGSIDE

Responsibilities of the Master of the Vessel

- 22.1 Every vessel whilst using any of the berths at TLPT Terminal shall be deemed in-charge of, and her safety shall be at the sole risk of the Customer. The Customer shall be held responsible for any loss and damage that may arise in consequence of her faulty navigation or by reason of her breaking adrift from her moorings, provided always notices of danger shall be given to the vessel when the need arises. No instruction or direction given, or act performed, by TLPT or its officers or servants shall place any responsibility upon TLPT with respect to the security or safety of such vessel.
- 22.2 When a vessel is berthed the Customer shall comply with all relevant laws of Malaysia and TLPT operating procedures and safety requirements.

Vessels Discharging and Loading

- 22.3 Every vessel shall discharge or load with reasonable dispatch and where the berth it occupies is required or shall shortly be required, or appears to be required for another vessel, shall work overtime, including working during meal hours as maybe required by the Operation Manager or any other authorised person in charge of operation.
- 22.4 Where a vessel fails to effect such dispatch or work such overtime as the Operation Manager or any other authorised person in charge of operation may require, the Operation

Manager or any such other authorised person as the case may be, may, after due warning has been given to the Customer, order the vessel to vacate the berth and the Customer shall obey such order.

PART VII SERVICES IN RELATION TO GOODS

23 RECEIPTS AND DELIVERY OF GOODS

Application for Loading/Unloading

23.1 In addition to the Notice to Berth, the Customer intending to call at TLPT Terminal shall, as early as possible and in any case not less than forty-eight (48) hours prior to the arrival of the vessel submit a notification of the vessel's arrival to TLPT and the Authority.

Information on Goods

23.2 The Customer shall not less than twenty four (24) hours before delivery of any goods to TLPT for the purposes of the Contract (either for loading or discharge), furnish to TLPT all information as may be necessary for the safe, proper and efficient handling of the goods including all information as may be required by TLPT, the Authority and other relevant authorities such as:

- (a) information of the physical properties of the goods (including but not limited to their gross weight, measurement, marks, numbers, contents and any other information as may be required of each package;
- (b) information knowledge of which are or may be importance to TLPT and the Authority;
- (c) information which are of such a nature that the Contract would not have been entered into or would not have been entered into on the same conditions, if TLPT had knowledge of those particulars.

23.3 Any alteration to the information contained in the documentation after presentation by the Customer and any additional Services and/or Facilities required by the Customer shall be advised to TLPT and the Authority.

23.4 The Customer shall provide TLPT with all necessary information and instructions including adequate notice relating to the conditions of goods or packages and their contents, which require special handling.

23.5 The Customer shall further undertake to co-operate fully with TLPT in arranging speedy receipt and delivery of such goods in accordance with the requirements of TLPT, the Authority and all other relevant persons.

23.6 TLPT shall not be deemed to have knowledge of such information relating to the goods, if the information referred to in Clause 22.2 shall not be complete or correct.

23.7 TLPT shall be entitled whether by themselves or by other person authorised by TLPT, on or before taking delivery of the goods:

- (a) to open packages or containers of the goods for the purpose of inspection if it suspects that the contents have been incompletely or incorrectly informed; and
- (b) to tally, weigh, measure, test or examine the goods for the purposes of verification.

- 23.8 If TLPT shall find that the contents of packages or containers of the goods or the number, weight, measurement or nature of the goods have been incompletely or incorrectly informed, the Customer shall bear the cost of inspection and verification by or on behalf of TLPT.
- 23.9 The Customer shall be liable to TLPT for any loss, damage, claim or expense arising from inaccurate, incomplete or an absence of information relating to weight, measurement or nature of the goods and/or the contents of the packages or the nature of the goods.
- 23.10 TLPT may accept delivery of the goods notwithstanding TLPT's knowledge of any incorrect or incomplete information relating to the goods and if TLPT shall choose to accept delivery of the goods for any reason whatsoever:
- (a) the Customer shall bear the risk and expense of any necessary or desirable measures carried out by TLPT in respect of the Goods arising from such incorrect or incomplete information and shall indemnify TLPT against all Claims made by TLPT, its servants or agents arising from such measures; and
 - (b) TLPT shall not be liable for any Claim arising from TLPT's acceptance delivery of the goods.
- 23.11 Notwithstanding the other provisions of the Contract, TLPT shall be entitled to refuse delivery of the goods or refuse to provide any Terminal Services or Facilities in respect thereof at TLPT Terminal:
- (a) if in the opinion of TLPT, the goods delivered purportedly as the goods do not conform with the information thereof provided by the Customer under Clause 22.2:
 - (b) if the goods are delivered in an apparently damaged or defective condition; or
 - (c) if in the opinion of TLPT, the provision of such Terminal Services and Facilities may lead to a Claim against TLPT, its servants or agents.
- 23.12 TLPT shall be entitled to require payment from the Customer of any cost or expense incurred by TLPT in respect of the Terminal Services or Facilities provided prior to TLPT's refusal to accept delivery of the goods pursuant to Clause 23.11.
- 23.13 The Customer shall be liable to TLPT for and shall indemnify TLPT against all Claims suffered by or made against TLPT, its servants or agents arising from any incorrect or incomplete description, statement, indication, information, notice, direction or instruction made or given by the Customer to TLPT, in addition to the costs payable by the Customer under Clause 23.8.

When Goods are Considered Landed

- 23.14 The delivery of goods shall not be considered to have been made to TLPT until the goods have been landed or disconnected from the vessel's gear. "Landed" means landed on any berth, deck, trailer or other vehicle or mode of transport designated for such use by TLPT whether owned by, or being used with permission of TLPT.

Damage During Cranage

- 23.15 Where TLPT undertakes the cranage of goods to and from vessels or vehicles, TLPT shall not be responsible for the loss or damage in consequence of:

- (a) any of the cranes or the load attached thereto colliding with the rigging, spars or other equipment of the vessel or resulting from the shifting or movement of the vessel or any of its equipment:
- (b) faulty slinging or improper loading of any goods by persons, other than the servants of TLPT acting within the scope of their employment; or
- (c) the vessel having improperly or insecurely moored.

Loading or Discharging in Rain

23.16 No goods that are likely to be damaged by rainwater shall be loaded or discharged during rain. The master of the vessel shall ensure that all hatches are closed during rain.

Disposal of Dunnages

23.17 All stages, dunnages, planks and other articles not provided by TLPT shall, after use in discharging or loading a vessel, be removed from the TLPT Premises within 30 minutes of the completion of loading or discharging.

Refusal of Objectionable Goods

23.18 TLPT may prohibit the landing of, or refuse to receive any goods (including but not limited to dangerous goods) which TLPT's opinion is detrimental to the safety of TLPT Terminal, or of all goods or things within the TLPT Premises.

Unprotected Goods

23.19 TLPT shall not be liable in respect of breakage, loss of contents, damage or complete destruction of Unprotected Goods.

Insurance

23.20 The Customer shall effect adequate insurance of all goods for so long as they remain on TLPT Terminal except where agreed otherwise between TLPT and the Customer.

Goods to be Free of Third Party Charges

23.21 The Customer shall ensure that goods delivered to TLPT are free of any charges or sums due to third parties including any freight, port charges, taxes, duties, contributions, fines and any other costs.

23.22 TLPT shall be entitled to refuse to take delivery of any goods in respect of which TLPT is not satisfied that all charges or sums have been paid. TLPT shall not be liable for nor obliged to recover any such unpaid charges or sums or other charges or sums which have been

Customer's Liability

23.23 Notwithstanding that TLPT may have taken delivery of the goods, the Customer shall be liable for such unpaid charges or sums and shall indemnify TLPT, its servants and agents against any Claims against TLPT, its servants or agents arising in respect of such unpaid

charges and sums regardless of whether or not the goods shall then be present at any TLPT Terminal.

Customer to Obtain Permits or Licenses

- 23.24 The Customer shall be responsible to obtain all permits or licenses if required by law from the relevant authorities for the import or export of any goods to or from the TLPT Terminal and TLPT may prohibit the landing of or refuse to receive any goods which in TLPT's opinion the provision of Terminal Services and Facilities may lead to TLPT committing an offence under the law or in the opinion of TLPT, the importation or exportation of the goods is considered illegal under the law.
- 23.25 The Customer shall be liable to TLPT for and shall indemnify TLPT against any suits or claims from or penalties imposed by the relevant authorities arising from TLPT handling any of the Customer's goods in respect of which either no permits or licenses has been obtained by the Customer in respect of such goods or the importation or exportation of such goods is considered an illegal act by the relevant authorities under the law.

PART VIII HANDLING OF DANGEROUS GOODS

24 DANGEROUS GOODS

Interpretation

24.1 For the purpose of this Part–

- “berth operator”** means any person or body of person who has for the time being the day-to-day control of the operation of the berth;
- “bulk”** means cargo which are intended to be carried without any intermediate form of containment in a cargo space which is a structural part of a vessel or in a tank permanently fixed in or on a vessel;
- “flexible hose”** means a flexible hose and its end fittings, which may include means of sealing the ends, used for the purpose of transferring dangerous cargo;
- “installation”** includes any tank, pipelines or other fixtures erected for the purpose of handling, storing, conveying or transporting dangerous goods or cargoes or dangerous substances in the TLPT Premises;
- “installation operator”** includes a tenant, a lessee, a sub-lessee of TLPT or a cargo owner handling and/or storing dangerous goods or cargoes and/or conducting or operating any installation whether in TLPT Premises or otherwise;
- “loading arm”** means an articulated hard pipe system and its associated equipment, which may include quick-release couplings, emergency release systems or hydraulic power pack, used for the purpose of transferring dangerous cargo;
- “inerting”** means the introduction of inert gas into a space to reduce and maintain the oxygen content at a level at which combustion cannot be supported
- “pipeline”** means all pipes, connections, valves and other ancillary plant, apparatus and appliances in TLPT Terminal or TLPT Premises provided or used for, or in connection with, the handling of dangerous cargo, but does not include a flexible pipe, loading arm or any part of the vessel's pipes, apparatus or equipment other than the termination of those parts of the

vessel's pipes, apparatus or equipment to which a flexible pipe is connected; and

“responsible person” means a person appointed by a shore-side employer or by the master of the vessel who is empowered to take all decision relating to his specific task, who has adequate knowledge of the national and international legal requirements for that purpose and, where required, is suitable certificated or otherwise recognized by the TLPT and the Authority.

“SOLAS” means the International Convention for the Safety of Life at Sea, 1974, which entered into force on the 25th of May, 1980, its Protocol of 1978, which entered into force on the 1st of May, 1981, and other amendments as may be made from time to time.

Application

24.2 The following shall apply to dangerous goods tendered to TLPT:

- (a) the provisions of the Port Authorities Act 1963;
- (b) the provisions of the Johor Port Authority By-Laws 1979;
- (c) the provisions of the Federation Port Rules 1953 and any related matters as set out in the Merchant Shipping Ordinance 1952;
- (d) the IMDG Code and any other provisions relating to the carriage of goods by road, rail or sea, contained in any Statutory Instrument or Order made pursuant to the above Acts, Rules and Regulations or in any international conventions or regulations and recommendations made by the Government or other relevant Authorities or in any local by-laws which may include the following:
 - I. Occupational Safety and Health Act 1994;
 - II. Occupational Safety and Health (Control of Industrial Major Accident Hazard Regulations) 1996;
 - III. Occupational Safety and Healthy (Classification, Packaging and Labeling of Hazardous Chemicals Regulations) 1997;
 - IV. Atomic Energy Licensing Act 1984;
 - V. Environmental Quality Act 1974;
 - VI. Environmental Quality (Scheduled Wastes) Regulations 1989; and
 - VII. Other relevant regulations.

24.3 No dangerous goods shall be presented to TLPT without TLPT's prior written permission. Applications for such permission shall be made to TLPT by the Customer not less than forty-eight (48) hours before the estimated time of arrival of the goods by submitting to TLPT in the forms prescribed by TLPT stating clearly the nature of the goods, International Maritime Organisation Code, Class Number, UN Number (if applicable), the flashpoint (if any), the method of packing, Material Safety Data Sheet and any other material details which may be required by TLPT or by any lawful authority pertaining to the carriage of dangerous goods.

24.4 The Customer shall be liable and accountable for any loss or damage caused to the goods, TLPT Premises or property or personal injury or death to persons, due to the Customer's omission to disclose to TLPT or false declaration or misstatements made by the Customer to TLPT of any dangerous goods delivered to TLPT or discharged at any berth within TLPT Terminal.

24.5 TLPT reserves the right to reject any dangerous goods if it is of the opinion that there are no suitable facilities or expertise available to render a safe and proper handling, storage or transportation of such dangerous goods and the Customer shall have no claim or any right of recourse against TLPT for its refusal to accept such dangerous goods.

Liquid Bulk Dangerous Cargoes

24.6 No Customer, owner, agent or master of a vessel shall cause or permit any liquid bulk dangerous cargoes including liquefied gas be carried on board a vessel within the TLPT Terminal and no employer of a person engaged in the handling of dangerous cargoes and no installation operator, shall cause or permit liquid bulk dangerous cargoes to be handled or stored within the TLPT Terminal or TLPT Premises unless the following particulars concerning the liquid bulk dangerous cargo is readily available:

- (a) the proper shipping name of the cargo, UN number (where available), quantity, stowage location and the description of the relevant physical and chemical properties necessary for the safe containment and handling of the cargo;
- (b) the procedures for cargo transfer, slop transfer, gas freeing, inerting, ballasting, deballasting and tank cleaning;
- (c) the special equipment needed for the safe handling of a particular cargo;
- (d) the emergency response procedures to be taken when emergency arises, Including:
 - I. action to be taken in the event of a spillage or leakage;
 - II. counter measures against accidental contact; and
 - III. fire-fighting procedures and suitable fire-fighting media.

24.7 When a vessel carrying liquid bulk dangerous cargoes arrives for the first time the master or its agent, the Customer, the berth operator and the installation operator within their respective areas of responsibility shall exchange such information necessary for the safe berthing and handling of such vessel cargo transfer operation.

24.8 No vessel carrying or intending to load or discharge, dangerous cargoes in bulk shall berth alongside any berth within TLPT Terminal unless:

- (a) ropes and hawsers capable of being cut readily with an axe are used for mooring the vessel, and a steel wire suitable for towing is made fast at the side away from the berth;
- (b) engines are kept in such a condition that the vessel is ready and able to move instantaneously;
- (c) all precautionary measures satisfactory to TLPT and the Authority for dealing promptly with an outbreak of fire are taken and shall include:
 - I. fire-fighting appliances to be rigged and ready for instantaneous use; and
 - II. competent watchmen to be employed continuously night and day; and
- (d) the master of the vessel or his agent signs and deliver undertaking in the form as determined by TLPT.

Safety Check-List

- 24.9 The Customer, master of a vessel, the berth operator and the installation operator shall:
- (a) complete and sign a safety check-list as determined by TLPT before the commencement of any transfer of liquid bulk dangerous cargoes; and
 - (b) retain one copy of the safety check-list for inspection throughout the duration of the operation.

Pipelines Used for Liquid Bulk Dangerous Cargoes

- 24.10 The Customer, master of a vessel, the berth operator and the installation operator within their respective areas of responsibility, shall ensure that a pipeline or flexible hose:
- (a) is not used for cargo other than those for which it is suitable, having regard to the temperature and compatibility of such cargo;
 - (b) is suitably protected if it is liable to be damaged by impact;
 - (c) is under constant supervision when used; and
 - (d) is regularly maintained and checked.

Flexible Hose

- 24.11 The Customer, master of a vessel onto which liquid bulk dangerous cargoes are intended to be loaded, the berth operator and the installation operator within their respective areas of responsibility, shall ensure that:
- (a) no flexible hose is used for cargo other than those for which it is suitable, having regards to the temperature and compatibility of such cargo or at any working pressure for which it is unsuitable;
 - (b) each type of flexible hose, complete with end fittings, has been prototype tested and a certificate provided to show the bursting pressure. Prototype hoses shall not be used in service;
 - (c) before being placed in any operation, each new flexible hose supplied shall be hydraulically tested in accordance with the requirements as determined by the relevant authorities;
 - (d) before being put into use on any day, a flexible hose, other than one being used at a monobouy or other offshore facility is visually inspected. Flexible hose used at monobouy and other offshore facilities shall be inspected at frequent intervals;
 - (e) a flexible hose is permanently and legibly marked, showing the type of hose, its specified maximum working pressure and its month and year of manufacture;
 - (f) there are adequate electrical insulation flanges;
 - (g) the length of each flexible hose is sufficient to operate satisfactorily within the defined operating envelope without overstressing the terminal connection;
 - (h) flexible hose rigged for the handling of liquid bulk dangerous cargo is kept under adequate supervision;
 - (i) there are adequate procedures for the disconnection of the flexible hose in the event of an emergency; and

- (j) any flexible hose, after use is drained and purged of the liquid bulk dangerous cargo and that in cases where this is not possible or has not been carried out, the flexible hose is provided at each free end with a suitable means to prevent the escape of vapour or admission of air. Such equipment shall always be provided on flexible hose used for the handling of highly toxic liquids or liquefied gases.

Loading Arms

24.12 The master of a vessel onto which liquid bulk dangerous cargoes are intended to be loaded, the Customer, the berth operator and the installation operator within their respective areas of responsibility shall ensure that:

- (a) there are adequate procedures for the operation, supervision and disconnection of loading arms in the event of emergency, to protect the environment, personnel safety and equipment;
- (b) no loading arm is used for the substances other than those which it is suitable, having regard to the temperature and compatibility of such substances and the working pressure or flow rate for which it is suitable;
- (c) in an emergency there are adequate means for draining the inner and outer arms after normal use and before disconnection;
- (d) the operating envelope of the loading arm is suitable for the vessel;
- (e) the manifold spacing is satisfactory when more than one loading arm is connected;
- (f) each loading arm has been periodically maintained and has a current certificate for its fitness use; and
- (g) there are adequate electrical insulation flanges.

Pumping

24.13 The master of a vessel onto which liquid bulk dangerous cargoes are intended to be handled, the Customer, the berth operator and the installation operator within their respective areas of responsibility shall ensure that:

- (a) frequent checks are made to ensure that the agreed back pressures and loading and unloading rates are not exceeded;
- (b) all reasonable care is taken to prevent all relevant pipelines, loading arms, flexible pipes and associated equipment on board the vessel and ashore from developing a leak, and that they are kept under adequate supervision during the handling of liquid bulk dangerous cargoes;
- (c) effective communication between the vessel and the shore installation is maintained throughout the handling operation;
- (d) simultaneous working of vessel stores with the handling of dangerous cargoes, gas freeing, purging or tank cleaning is only carried out when permitted by TLPT, and all practical precautions are taken to avoid damage to connecting loading arms, flexible pipes or associated equipment or any other hazard;

- (e) during the handling of liquid bulk dangerous cargoes, arrangement are made for gauging of vessel's tanks and shore tanks to ensure that no tank is overfilled;
- (f) responsible persons are present during operations on board vessel and shore; and
- (g) appropriate safety equipment and clothing are used.

Emergency Shutdown System

- 24.14 The master of a vessel carrying liquid bulk dangerous cargoes, the Customer, the berth operator and the installation operator within their respective areas of responsibility shall ensure that an emergency shutdown system are available during cargo transfer operation.
- 24.15 The provision of any emergency shutdowns systems shall be of safe type and that no pressure surge shall be transmitted in the system when the emergency shutdown systems are activated.
- 24.16 Where cargo transfer operation is carried out by using dedicated loading arm not belonging to TLPT, TLPT may impose such periodical testing of emergency release of the dedicated loading arm.

Completion of operation

- 24.17 The master of a vessel carrying liquid bulk dangerous cargoes, the Customer, the berth operator and the installation operator within their respective areas of responsibility shall ensure that;
- (a) after the completion of every transfer of liquid bulk dangerous cargoes, the valves of the discharging and receiving cargo spaces and tanks are closed and any residual pressure in the relevant pipelines, loading arms and flexible hose is released, unless the same valves are required to be open for normal vessel or plant operations;
 - (b) prior to the disconnection of the shore pipelines from the vessel, the loading arms, flexible hose and piping are drained of liquids, the pressure is relieved and the piping is vented;
 - (c) all safety precautions are taken, including the blanking of the vessel manifold connection and the shore pipeline; and
 - (d) appropriate safety equipment and clothing are used.

Vessel to Vessel Transfer

- 24.18 No person shall cause or permit liquid bulk dangerous cargoes to be transferred from vessel to vessel within the TLPT Terminal without the prior written permission from TLPT.

Source of Ignition

- 24.19 The master of a vessel, the Customer, the berth operator and the installation operator within their respective areas of responsibility shall ensure that all sources of ignition are eliminated during the handling of dangerous cargo and whilst the vessel is alongside berth.

Solid Bulk Dangerous Cargoes

24.20 No owner, agent or master of a vessel shall cause or permit any solid bulk dangerous cargoes to be carried on board and no Customer, berth operator and installation operator within their respective areas of responsibility shall cause or permit solid bulk dangerous cargoes to be handled or stored within TLPT Terminal or TLPT Premises unless the following information concerning the solid bulk dangerous cargoes is readily available -

- (a) for vessel built on or after 1st September 1984 and carrying solid bulk dangerous cargoes are required to carry on board a document of compliance in accordance with the relevant provisions of SOLAS, as evidence that the vessel complies with the special requirements for vessel carrying dangerous cargoes stipulated in SOLAS. The document of compliance provides information on the classes of dangerous cargoes that may be carried on deck and in each compartment;
- (b) a list, a manifest or a detailed stowage plan detailing the dangerous cargo and its location on board;
- (c) the special equipment needed for the safe handling of the cargo; and
- (d) the procedure to be taken when an emergency arises, including the action to be taken in the event of a spillage or fire.

Incompatible Materials

24.21 The master of a vessel, the Customer, the berth operator or cargo owner or cargo interest shall ensure that solid bulk dangerous cargoes are to be carried, handled and stowed in manner that prevents any dangerous interaction with incompatible materials. This shall apply between bulk dangerous cargoes mutually as well as between solid bulk dangerous cargoes and dangerous cargoes in packaged form.

Additional Conditions

24.22 Subject to these Terms and Conditions, TLPT may impose any additional conditions for loading, discharging, transporting, storing, depositing or handling of dangerous goods as it deems fit in the circumstances.

PART IX PAYMENT FOR SERVICES OR FACILITIES

25 PAYMENT FOR THE SERVICES OR FACILITIES

In consideration of the provision of the Services/Facilities by TLPT, the Customer shall pay to TLPT all charges and other sums which shall be imposed by TLPT under TLPT Tariff and Charges or under the Contract or at law.

26 CONDITIONS OF PAYMENTS

26.1 Except as expressly agreed otherwise between the Parties:

- (a) all sums of whatever nature due from the Customer to TLPT under the Contract shall be :-

- I. payable without demand and without deduction not later than the date for payment stipulated under TLPT Tariff and Charges or under the invoices or under the Contract, as the case may be; and
 - II. recoverable against the goods and any other property delivered by the Customer to TLPT under any other contract made between TLPT and the Customer.
 - (b) TLPT may at any time and from time to time require the Customer to open and maintain for the duration of the Contract Period an account with TLPT subject to the terms and conditions provided by TLPT.
 - (c) The Customer when making application for credit facilities shall furnish security for a sum and in a form approved by TLPT for the prompt and proper performance and observance by the Customer of the Contract (including the obligation to pay the Contract Sum).
- 26.2 Prior to approval of credit facilities by TLPT, the Customer shall be deemed as a cash customer of TLPT and will be required to pay for Services and/or Facilities in advance of the provision of the Services and/or Facilities.
- 26.3 The Customer maintaining an account with TLPT shall be granted on approval, credit facilities for up to fourteen (14) days.
- 26.4 The Customer with approved credit facilities shall be responsible and liable to pay TLPT in Ringgit Malaysia on receipt of an invoice from TLPT and within their approved credit limits for:
- (a) all dues and charges payable by the Customer to TLPT as specified in the TLPT Tariff and Charges for all Services and/or Facilities rendered by TLPT;
 - (b) any costs and expenses which may be incurred by TLPT in complying with any governmental or Authority regulations requiring the movement, treatment, removal or destruction of dangerous goods, infested, contaminated or condemned goods or the treatment of the TLPT Terminal as a result of any infestation or contamination arising from such goods; and
 - (c) all costs and expenses incurred by TLPT arising out of or incidental to the failure by the Customer to observe these Terms and Conditions.

27 PAYMENT OF TARIFF AND OTHER CHARGES

- 27.1 In the event due to any reason whatsoever the Customer shall not pay the Contract Sum on or before the due date for payment referred to in clause 25.1 (a)(i) above :-
- (a) TLPT shall be entitled to immediately recover from the Customer (including TLPT entitled to engage the service of any person) such sum from the Customer, in which event the Customer shall also be liable for all costs and expenses (including legal costs) incurred by TLPT (including the costs of engaging for such services); and
 - (b) regardless of whether or not TLPT shall have engaged the services of any person as described in paragraph (a) above, the Customer shall in addition to the Contract Sum and the costs described in paragraph (a) above (if any), pay to TLPT interest on such sums

and the costs at the rate equivalent to the rate as stipulated in TLPT Tariff and Charges or such other rates as determined by TLPT, which interest shall be payable on a day to day basis from the date immediately after the due date for payment to the date of actual payment of such sums, the costs and interest thereon or to the date of expiry or sooner determination of the Contract, whichever is earlier; and

- (c) for as long as the Contract Sum remain unpaid in full, TLPT shall have the right to demand payment in advance for each vessel of the Customer calling at TLPT, from the respective dates of notification or may refuse further services to the vessel.
- 27.2 If the Customer ceases to trade (either in whole or as to any part involved in the performance of these Terms and Conditions), or becomes insolvent, has a receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, or an order or resolution is made for its dissolution or liquidation or the Customer (being individual) shall become bankrupt or make composition or arrangement with its creditors, then TLPT shall be entitled to immediately recover from the Customer or any other person liable for TLPT's charges (notwithstanding that the periods stated above or any period of credit extended to the Customer may have expired) all sums then due to TLPT (including any accrued interest and other charges properly levied in accordance with these Terms and Conditions) and all losses arising to TLPT as a result of such circumstances arising.
- 27.3 TLPT shall be entitled forthwith upon giving the Customer notice in writing, to withdraw any period of credit extended to the Customer and to require payment of all such charges forthwith upon receipt of the said notice or subsequent invoice if TLPT reasonably considers that the charges levied or to be levied will not be paid within the period stipulate in Clause 26.1(a) herein.
- 27.4 Time shall be of the essence for the purposes of this Part IX.

PART X RIGHTS OVER GOODS AND VESSELS

28 RIGHT OF LIEN AND DETENTION

- 28.1 TLPT shall have a general as well as a particular lien on all property (including any goods and equipment) and documents relating to the property in its possession, custody or control and all sums (including any sums collected by TLPT from third parties on behalf of the Customer) which TLPT shall now or hereafter hold of or for the Customer or which is now or hereafter due to the Customer, to secure the payment of all sums due to TLPT at any time from the Customer or any other person interested in the property and the discharge of all liabilities of the Customer to TLPT under the Contract or at law.
- 28.2 In the exercise of TLPT's right of lien and retention, TLPT shall be entitled to seize and detail such property, sums and documents until the sums due from the Customer to TLPT are fully paid.
- 28.3 TLPT's lien shall have priority over all other liens and claims in respect of such property, sums and documents.

29 POWER TO DISPOSE OF GOODS/GOODS REMAINING IN CUSTODY

- 29.1 If any goods is not removed from the TLPT Premises within the period stipulated by TLPT under the Contract, TLPT may at the expiration of such period dispose of the goods by sale or in such other manner as it thinks fit PROVIDED THAT if the goods is of a perishable nature TLPT may direct its removal within such shorter period as TLPT deems fit and if not removed then, TLPT may dispose of the goods as it deems fit.
- 29.2 TLPT shall render the surplus proceeds of sale, if any, to the Customer and any other period entitled thereto on demand, and, in case no such demand is made within one year from the date of the sale of such property the surplus shall be paid to the account of TLPT, whereupon all rights to the same by such person shall have extinguished.
- 29.3 TLPT may order the removal of any goods in its custody if TLPT believes that such goods is or could become a danger to the environment and/or persons. Any costs or expenses incurred by TLPT in the removal of such Goods shall be for the account of the Customer.

30 POWER TO DISTRAIN FOR NON PAYMENT OF RATES AND CHARGES

- 30.1 If the Customer fails to pay the rates and charges in accordance with the Contract, TLPT may, in addition to any other remedy which TLPT may be entitled to use, distain or arrest the vessel in respect of which such rates and charges as are payable and the tackle, apparel or furniture belonging thereto or any part thereof, and detail the same until the amount so due is paid.
- 30.2 In case any part of the rates and charges or the cost of distress or arrest, or the keeping of the vessel, tackle, apparel or furniture, remains unpaid for a period of not less than fourteen (14) days after any such distress or arrest has been so made, TLPT may cause the vessel or other thing so distained or arrested to be sold, and with the proceeds of the sale may satisfy those charges, other sums and costs, including the costs of sale remaining unpaid, rendering the surplus, if any, to the master of the vessel or Customer on demand.

PART XI LIMITATION OF LIABILITY

31 LIMITATION F LIABILITY

Extend of Liability

- 31.1 Except where expressly agreed otherwise between the parties:
- (a) TLPT shall have no liability whatsoever nor shall TLPT be liable for any Claim arising from :-
 - I. Force Majeure;
 - II. any delay in the delivery of the goods to TLPT or re-delivery of the goods to the Customer;
 - III. improper, insufficient, indistinct or erroneous marking or addressing of goods;
 - IV. any inherent vice or quality of the goods handled by TLPT;
 - V. any act of TLPT, its employees, agents or contractors reasonable necessary for the safety or preservation of persons, property or vessels;
 - VI. theft or willful damage;

- VII. vermin, insects, fungal attack, rot or corrosion;
- VIII. shortage of berthing space, labour, equipment or machinery deficiency, electricity or water shortage or interruption or shortage of secured storage area;
- IX. insufficient depth of water at any berth, jetty or approaches thereto;
- X. failure of TLPT's electronic services or systems offered at any time by or on behalf of TLPT including failure of any communication links with those services or systems;
- XI. human error on the part of TLPT, its employees, agents or contractors in imputing any information into any electronic service or system operated or managed by TLPT or its contractors;
- XII. the provision of any services or facilities by TLPT, its employees or agents;
- XIII. any other cause or event which TLPT is unable to avoid and the consequences of which TLPT is unable to prevent by the exercise of reasonable care, unless it is first proven by the Customer that such Claim has arisen from or was caused by the gross negligent or willful act of TLPT.

(b) In the event of any Claim against TLPT, TLPT shall not be liable for:-

- I. any sum exceeding Ringgit Malaysia Twenty Five Thousand (RM25,000.00) in aggregate per incident; or
- II. any loss of profit, consequential loss or any indirect loss or damage whatsoever.

- 31.2 TLPT shall not be liable for any claim arising before delivery of the goods to for loading through TLPT wharf and jetties or after confirmed delivery of the goods to the Customer's premise from port's wharf or checkpoint.
- 31.3 The Claim shall be void if the Customer shall not have notified TLPT thereof within seven (7) days after the occurrence of the event giving rise to the Claim or within seven (7) days after the redelivery of the Goods to the Customer, whichever is earlier.
- 31.4 TLPT shall not be responsible for failing to note any damage to cargo or its contents or to any other cargo upon discharge-, receipt or handling such.
- 31.5 TLPT shall not be liable to the inherent loss and damage of the contents of the cargo, subsequent loss, damage and deterioration of the contents or cargo while in the custody of TLPT.
- 31.6 If any Claim shall have been notified to TLPT In accordance with clause 31.3, the Claim shall become void and TLPT shall be discharged of all liability whatsoever howsoever arising unless legal proceedings are brought within the period of six (6) months from the date of such notice.

Limited Liability

31.7 Neither TLPT nor its servant or agent shall be liable whatsoever:

- (a) for any loss caused to any person by reason of misdelivery, short delivery or non-delivery of any goods deposited with or placed in the custody of TLPT;

- (b) for damage to or destruction of any goods which have been acknowledged by TLPT to be in its custody in the sum of more than Ringgit Malaysia One Thousand (RM1,000.00) per packaged or unit of such goods;
- (c) for any loss caused to any person for short deliver or damage to or destruction of or deterioration of, any goods arising from or resulting from direct delivery to the Customer whether by vehicle, pipeline or other mode of transportation or conveyance.

31.8 In any case, the liability of TLPT shall be limited to the goods referred to in the receipt issued by TLPT upon reception of the goods for warehouse storage and TLPT shall not be responsible for any damage, deterioration, destruction or loss of other goods not comprised therein; and, the liability of TLPT in respect of any damage, deterioration, destruction or loss of the goods shall not in any case exceed Ringgit Malaysia One Thousand (RM1,000.00) only.

31.9 The limitation of liability granted under these Terms and Conditions shall be subject to Clause 30.1(b) and shall relate to the whole of any losses and damages which may arise upon any one distinct occasion, although such losses or damages may be sustained by more than one person, and shall apply whether the liability arises at common law or under any written law and notwithstanding anything contained in such written law.

Apportionment of Compensation

31.10 If any Claim shall be made against TLPT by more than one person and TLPT shall decide to pay compensation in respect of the Claim, TLPT shall be entitled to apportionment such compensation among such persons according to the extend of the proven loss or damage suffered by each of them.

Personal Liability

31.11 Notwithstanding the other provisions of the Contract, no matter or thing done and no contract of any kind entered into by TLPT and no matter or thing done by any servant of TLPT or any person whomsoever acting under the direction of TLPT shall, if the matter or thing was done or the contract was entered into bona fide for the purpose of providing the Services/Facilities, subject any such person personally to any action, liability, claim or demand whatsoever in respect thereof.

Indemnity

31.12 The Customer shall be liable for and shall indemnify TLPT against any and all fines, claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by TLPT, its employees, servants, agents or sub-contractors which arise out of or in connection with:

- (a) the failure of the Customer to comply with any of these Terms and Conditions or taking any step which TLPT shall consider to have been reasonably required to remedy the same or to comply with the requirements of any authority;
- (b) any act, omission or instruction, misrepresentation, negligence, fraud, willful misconduct or breach of statutory duty of the Customer or any other person interested in the goods, equipment or vessel.

Hiring of Equipment or Vehicle

31.13 Notwithstanding the other provisions of the Contract, if the Customer shall hire any crane or other vehicle or equipment from TLPT, the Customer shall notwithstanding that the same be driven or operated by the servant or agent of TLPT be liable for any injury, loss or damage how so ever caused by the vehicle or equipment and such person shall indemnify TLPT in respect of any Claim against TLPT by any person on that account.

When Liability Attaches To More Than One Party

31.14 Where liability attaches to more than one party which can be deemed as the "Customer", such liability shall be joint and several and may be enforced against any one or more party.

31.15 Without prejudice to the foregoing, every such employee, servant or agent of TLPT shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into a Contract, TLPT, to the extent of the terms of the Contract, does so not only on its behalf, but as an agent and trustee for its employees, servants and agents.

Joint-Survey

31.16 Upon notification of the claims for damages and loss referred to in these Terms and Conditions, the Customer must give reasonable time for all parties related to the claims to conduct joint-surveys where applicable to ascertain the cause and extent of loss and damage.

31.17 Goods and containers and other property related to the claims shall not be removed or its state and condition altered by the Customer before the joint-survey is conducted.

31.18 While all parties related to the claim during the joint-survey may reach consensus on the extent of loss and damage, the observation on the cause of damage shall remain confidential with each individual party related to the claim.

Defenses and Limits for TLPT

31.19 The defenses and limits of liability provided for in these Terms and Conditions shall apply in any action against TLPT for any loss, damage, costs, expenses, death and injury whether the action be founded in contract or in tort.

Cost for Suit or Action

31.20 If any damages have been ascertained by agreement between the party claiming them and TLPT, any other person interested, may require by notice at any time within the period referred to in Clause 30.3 that such damages shall be ascertained by suit or action, and shall in such suit or action be joined as a party thereto and shall be solely liable for any costs which, but for this provision, might have been awarded against TLPT.

31.21 The Customer shall be responsible for insuring all good and/or equipment for any loss or damage which they may sustain within TLPT Terminal.

PART XII
EXCLUSION OF LIABILITY FOR TLPT

32 EXCLUSION OF LIABILITY FOR TLPT

32.1 Notwithstanding anything to the contrary contained in these Terms and Conditions, TLPT shall not in any event be liable to the Customer for any death or injury or illness to person or loss or damage to any vessel, property, plant, equipment, goods or containers or any consequential loss therefrom, arising as a result of:

- (a) An Event of Force Majeure;
- (b) Any act of God, act of war, public enemy, whether to person or property;
- (c) any criminal or tortuous acts by persons known or unknown other than TLPT or its employees and/or servants; or
- (d) inherent liability due to wastage in bulk weight, latent defects, contamination or inherent defects, vice or natural deterioration of goods; or
- (e) spillage or leakage from any tanks or pipelines; or
- (f) any act omission of any Customer or the owner of the goods or their respective employees, servants, agents or sub-contractors; or
- (g) vermin, white ants or other rodents, pests and insects; or
- (h) any rust, damage or deterioration caused by rain, exposure or other action of climatic conditions, or by any other gradually operating cause; or
- (i) any act or omission of TLPT, in preparing a sequence plan or stability calculations for the loading or discharge of goods; or
- (j) any failure or any consequential loss resulting from failure to forward, misforwarding and delaying in forwarding or misdelivery, non-delivery or delay in delivery of goods; or
- (k) any loss of any particular market; or
- (l) any latent defects not discoverable by due diligence; or
- (m) any saving or attempting to save life or property at sea or on land; or
- (n) acts or omission of any port authority or of any governmental or semi-governmental body or any other authority.
- (o) any detention of the vessel, cargo ;or
- (p) any delays in discharging or loading cargo caused by inclement weather, mechanical failure in any cranes or other equipment; or
- (q) for any breakage, loss of content, damage or complete destruction of unprotected cargo; or
- (r) the dangerous/hazardous/obnoxious nature of such cargo; or
- (s) by any other gradually operating cause.
- (t) Any loss or damage to any property or death or injury to persons in premises occupied and facilities controlled by the Users within TLPT's premises.

- (u) Any injury loss or damage to person life or property resulting from improper or inapplicable or irrelevant input of data given by the User in relation to the business operations undertaken in TLPT.

Industrial Action

- 32.2 Notwithstanding anything to the contrary contained in these Terms and Conditions, TLPT shall not in any event be liable to the Customer for any loss or damage to goods or delay in connection with a vessel or goods or their delivery or any detention of the vessel or goods arising as a result of any industrial action, including (without prejudice to the generality of the foregoing) strikes, lockouts, stoppage and restraint of labour, combination or scarcity of labour, labour bans, overtime and work band and limitations, demarcation in disputes, go-slow and work to rule).

Premises of the Customer

- 32.3 Notwithstanding anything to the contrary contained in these Terms and Conditions, TLPT shall not in any event be liable to the Customer for any loss or damage to any property or death or injury to persons in premises occupied and facilities controlled by the Customers within TLPT Premises where such loss, damage, death or injury is not caused by TLPT, its employees, servant, agents or subcontractors and the occupiers of such premises hereby indemnify and shall keep indemnified TLPT, its employees, servants, agents and subcontractors against any claims for such loss, death or injury.

Persons other than TLPT

- 32.4 Notwithstanding anything to the contrary contained in these Terms and Conditions, TLPT shall not in any event be liable to the Customer for any injury to or death or any person or loss or damage to any property otherwise than in the circumstances and to the amount not exceeding the limits respectively set out in these Terms and Conditions and without prejudice to the generality of the foregoing, any injury to or death of any person caused or contributed to by goods or inherent vice thereof or caused or contributed to by the storage, carriage, handling or other dealings with a good by persons other than TLPT or its employees, servants or agents or sub-contractors and any employed thereof against all actions, proceedings or claims whatsoever made against them in connection with or arising out of or in any way incidental to such injury, death, loss or damage in the aforementioned circumstances.

Inclement Weather and Mechanical Failure

- 32.5 Notwithstanding anything to the contrary contained in these Terms and Conditions, TLPT shall not in any event be liable to the Customer for any loss of profits or otherwise whatsoever, for any detention or delay of the vessel howsoever caused including but not limited to, any delays in discharging or loading of goods caused by inclement weather or mechanical failure in any cranes or other equipment.
- 32.6 "Climatic condition" include storm, typhoons, tornadoes, tidal waves, tempest, flood or any rust, damage or deterioration caused by rain, exposure or other action of climatic conditions.

Unprotected Goods

- 32.7 Notwithstanding anything to the contrary contained in these Terms and Conditions, TLPT shall not in any event be liable to the Customer for any breakage, loss of content, damage or complete destruction of Unprotected Goods.
- 32.8 Notwithstanding anything to the contrary contained in these Terms and Conditions, TLPT shall not in any event be liable to the Customer for any of the circumstances described in Clause 31.1, arising as a result of:
- (a) any cause arising without the actual fault or privity of TLPT or without any fault or neglect of its employee, agent or servant; or
 - (b) any other acts or circumstances beyond the reasonable control of TLPT.

PART XIII GENERAL CONDITIONS, COVENANTS AND RULES

33 COVENANTS BY TLPT

- 33.1 In providing the Services and/or Facilities TLPT shall as far as possible carry out its operations in an efficient manner and provide appropriate and adequate operational labour and related facilities.
- 33.2 TLPT shall endeavour to provide proper care and control of the Customer's goods, and vessel equipment within the TLPT Terminal.
- 33.3 TLPT shall endeavour to provide sufficient handling area for the goods as indicated by the Customer to be loaded or discharged.
- 33.4 TLPT will allow reasonable access to the Customer for the purpose of performing and carrying out the business and agency requirements of the Customer relating to the Services and/or Facilities supplied by TLPT to the Customer PROVIDED ALWAYS that such Customer or persons shall observe all safety regulations and standing instructions made by TLPT which may be operative at that time.

34 CONDITIONS OF SERVICES

- 34.1 TLPT shall not be responsible for the wrong or non-delivery of goods which is not marked erroneously or deficiently marked or which has numerous old or imperfectly erased marks thereon not in cases where more than one consignment of goods or apparently similar character or appearance in the same vessel bear the same or similar marks.

Customs Examination Requirement

- 34.2 Goods and containers, which are subjected to Customs Examination requirement, shall be advised to TLPT in the prescribed form. Any content taken for samples shall be declared to TLPT and shall be taken out from TLPT. Clear notification shall be endorsed on the packages with the number of samples taken. In the case of containers, the door of container must be closed and padlocked after completion of Customs Examination. TLPT shall not be responsible for shortages of contents for packages where samples were taken without their declaration made known to TLPT.
- 34.3 Where TLPT provides adequate storage in the Warehouse or open shed, it shall be the responsibility of the Customer to provide tally clerks for the tallying of goods during the stuffing/un-stuffing into/from the containers or other form or containment.

TLPT Entry Requirements

- 34.4 Customers entering the TLPT Premises must be in possession of a valid pass issued by TLPT and shall at all times abide by the rules and regulations promulgated or enforced from time to time by TLPT regarding conduct of persons within the TLPT Premises and shall indemnify and keep indemnified TLPT at all times from and against all actions, proceedings and claims whatsoever brought against TLPT and/or costs and expenses incurred by TLPT which arise directly or indirectly from the actions or omissions of any Customer's visitor causing or relating to any of the following matters:
- (a) loss of life or personal injury to any Customer's visitor;
 - (b) loss of or damage to the property of any Customer's visitor;
 - (c) loss of life or personal injury to any person which may be directly or indirectly attributable to the negligence of any Customer's visitor;
 - (d) loss of or damage to the property of any person which may be directly or indirectly attributable to the negligence of any Customer's visitor; or
 - (e) consequential loss arising from any of the above sub-clauses.

Goods Handling Requirements

- 34.5 TLPT shall be entitled to:
- (a) retain possession of any goods passing through or stored in the TLPT Terminal; and
 - (b) retain possession of goods or prohibit any vessel from leaving TLPT Terminal until payment of all charges in respect of such goods or vessel is made.
- 34.6 TLPT shall be entitled to inspect all Bills of Lading, consignment notes, freight lists, manifests of goods and any other documents whatsoever relating to any vessel, vehicles or goods which have been used, are using or will be using or have been, are, or will be present in the TLPT Terminal. Any TLPT authorized personnel may board any vessel or enter any vehicles in TLPT Terminal in order to inspect such documents.

Vessels Not to Lie Idle Alongside Berth

- 34.7 Unless TLPT otherwise authorises, no vessel shall remain alongside a berth or wait alongside a berth for cargo after it has finished loading and unloading.
- 34.8 The master of any vessel shall at all times obey the direction of TLPT and shall shift or remove such vessel upon request without compensation.
- 34.9 If, in TLPT's opinion, there are any circumstances which may prevent or hinder the safe handling, storage or transport of goods, TLPT may refuse to handle, store or transport the same and shall give notice of such refusal to the Customer and upon receiving such notice the Customer shall remove those Goods from TLPT at its own risk and expense.
- 34.10 If any services are ordered from TLPT and are cancelled for any reasons other than because of a default of TLPT, all fees for the same shall remain payable to TLPT and refunds or credits shall be at TLPT's discretion.
- 34.11 A Customer intending to bring into TLPT vehicles, equipment or machinery or a weight or size that might exceed the limit set by TLPT, shall first obtain permission in writing from TLPT. Failure to obtain such permission shall make the Customer liable for any damage arising as a result.

34.12 All goods and all documents relating to goods shall be subject to a particular and general lien respectively for charges due to TLPT in respect of such goods and/or containers from the Customer.

34.13 The Customer shall procure that its employees, contractors, agents and customers, with whom it has entered into any arrangement shall observe, comply with and be bound by these Terms and Conditions and all rules and regulations applicable directly or indirectly in relation to any Goods handled by TLPT for or on its behalf or at its request or which the Customer is Instrumental in delivering to TLPT for handling.

Photography

34.14 No Customer shall take a photograph or record moving pictures of TLPT Terminal or any part of it or record in the TLPT Terminal using camera, video or similar devices without the permission of TLPT.

35 COVENANTS BY CUSTOMER

35.1 The Customer shall ensure that –

- (a) all export and import of goods by the Customer shall be accompanied by documents containing all relevant details as required by TLPT, the Authority and relevant government authorities;
- (b) all goods shipped by the Customer is in every manner safe and secure in accordance with all lawful requirements for handling by TLPT;
- (c) the goods packing and stowage comply with the International safety rules and regulations and best trade; and
- (d) any information given as required shall be accurate. The Customer shall not hold TLPT liable and shall indemnify TLPT for any wrongdoing as a result of any inaccuracies contained in the information supplied.

36 CUSTOMER'S WARRANTIES

36.1 Each Customer which avails itself of any Services or Facilities provided by TLPT in respect of any goods, equipment or vessel warrants to TLPT that it has the authority of all persons having any title to or interest in such goods, equipment or vessel to accept these Terms and Conditions on their behalf as well as on its own behalf as principal and has specifically notified these Terms and Conditions to such persons. Any persons having or claiming to have title to or an interest in such goods, equipment or vessel are advised that unless TLPT is notified in writing of their title or interest in any particular goods, equipment or vessel prior to the commencement of any relationship between TLPT and the Customer, these Terms and Conditions shall be deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the goods, equipment or vessel shall be subordinated to the rights of TLPT here under.

36.2 The Customer warrants that the rights, exceptions, defenses and limits available to the Customer either by statute or by contractual terms are extended to TLPT (whether as employee, agent or contractor).

36.3 The Customer warrants that it shall obtain and maintain at its own costs and expenses, all necessary licenses and authorizations and comply with all applicable laws, regulations, conventions or codes of practice relating to the carriage or handling of goods.

36.4 The Customer warrants (unless specified in writing to TLPT) that any good, equipment or vessel which it delivers, directs to or causes to be upon TLPT Terminal:

- (a) are not dangerous, hazardous, poisonous or flammable or liable to become so in the form in which they are delivered and/or in which they are to remain on TLPT Terminal or TLPT Premises;
- (b) are not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;
- (c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while at TLPT Terminal;
- (d) will not contaminate or cause danger, injury, pollution or damage to any person or any other goods, equipment or vessel or TLPT Terminal or the water or air adjacent to it;
- (e) do not require for their safekeeping any special protection (other than as may be agreed in writing between TLPT and the Customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their flammability but will remain safe if left in the open or in covered area at TLPT Terminal or TLPT Premises;
- (f) contain no unauthorised controlled drugs, contraband, pornographic or other illegal matter or substance;
- (g) are properly and sufficiently packed and marked in accordance with all applicable laws, regulations and codes of practice and accurately documented and labeled for all shipping, cargo handling, customs and like purposes.

37 GENERAL

37.1 The failure of TLPT to enforce or exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect TLPT's right later to enforce or to exercise it.

37.2 Subject only to these Terms and Conditions of Business, all Port Circulars which has been circulated to the Customers before 1st January 2017 remain in full force and effect. All references to covenants or obligations shall be undertake by TLPT as new Port Operator.

Issued No.1/2017 and authorized by
CHIEF OPERATING OFFICER
TLP TERMINAL SDN BHD
Dated 1st January 2017