Notice To All Users of Lumut Port

This **Standing Offer** dated 10 October 2025 shall become effective from 15 October 2025 and shall supersede the Standing Offer dated 01 December 2008 including any revisions thereto issued by Lumut Maritime Terminal Sdn. Bhd.

Lumut Maritime Terminal Sdn. Bhd. reserves the sole and absolute right and discretion to revise this Standing Offer whenever it considers necessary and any such revision shall become effective from the date it is posted on herein.

Any person or legal entity that applies or intends, expressly or otherwise, to access, engage or receive any services and/or facilities operated and/or provided by Lumut Port shall do so only in accordance with this Standing Offer inclusive of the Standard Operating Procedures and Tariffs as published by Lumut Maritime Terminal Sdn. Bhd.

For and On Behalf of
LUMUT MARITIME TERMINAL SDN BHD

DATO' HAJI MUBARAK ALI BIN GULAM RASUL
Chief Executive Officer

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Standing Offer

Lumut Maritime Terminal Sdn Bhd ("LMTSB") is a state government agency which principally is an entity involved in core businesses encompassing in port services including marine services, maritime terminal operations and project management. LMTSB also has contracted by Lekir Bulk Terminal Sdn Bhd to operate and provide port-related services and facilities at the Lumut Maritime Terminal and the Lekir Bulk Terminal respectively (hereinafter collectively referred to as the "PORT"). Either or both terminals operate under and are referred to by the business name "Lumut Port" for which contact details are as set out in Appendix II.

The terms and conditions herein including without limitation any and all appendices, annexes, forms and schedules referenced herein constitute a **STANDING OFFER** by LMTSB to any person or entity (hereinafter referred to as the "USER") who applies or intends, expressly or otherwise, to access, engage or receive the said services and/or facilities operated and/or provided by the PORT.

The STANDING OFFER shall be **accepted** by a USER when the PORT approves a USER'S application (express or otherwise) or the USER accesses, engages or receives any of the said services and/or facilities, whichever shall first happen.

Upon such acceptance a **binding Contract** (hereinafter referred to as the "CONTRACT") shall be created between the PORT and the USER and the parties shall be respectively bound by the terms, conditions and obligations stipulated in the STANDING OFFER.

Section 1 - Rules of Interpretation and Definitions

0101 Rules

Unless the text otherwise requires,

1.0 Words importing any gender include the other genders and references to the singular shall include the plural or vice versa where the context so requires.

2.0 References to persons include individuals, corporations, associations, partnerships, unincorporated entities, statutory authorities and bodies politic.

3.0 Whenever there is a reference to more than one person it shall be construed as a reference to such persons or any one of them.

4.0 The words "include or "including" shall mean "including but not limited to".

5.0 Where a word or phrase is defined in 0102 'Definitions' such definition shall apply to the whole STANDING OFFER or any part thereof, unless the context requires otherwise.

6.0 No clause or paragraph of any term and condition shall be taken to derogate from the generality of any other clause or paragraph.

7.0 Acceptance (expressly or otherwise) of the Standing Offer shall be deemed to create a distinct contract in respect of each clause or paragraph such that if any clause or paragraph is found void, unenforceable or otherwise bad, the same shall not affect any other clause or paragraph of such contract.

8.0 Suspension, cancellation or withdrawal of any part of the STANDING OFFER or CONTRACT shall only affect the specific item, part or portion in question; the remainder shall remain valid and enforceable,

9.0 Any reference to days or to a quantity of days shall mean calendar days unless specifically stated otherwise.

10.0 The STANDING OFFER, including the terms, conditions, limitations, warranties and TARIFF shall constitute the CONTRACT, once the PORT

approves the USER'S application to use the PORT'S facilities and/or obtain the SERVICES.

11.0 In the event of any conflict between the SOP and the STANDING OFFER, the latter shall take precedence.

12.0 Unless expressly stated otherwise any review, approval, acknowledgement or certificate given by the PORT shall not undermine, supersede or waive any part of or the whole STANDING OFFER or the CONTRACT.

13.0 The CONTRACT shall be governed, construed and interpreted in accordance with the laws of Malaysia and the PARTIES shall submit to the jurisdiction of the Malaysian courts.

0102 Definitions

In these terms and conditions the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"**AGENT**" shall be deemed to be any person or legal entity including any sub-agent and contractor and their respective PERSONNEL acting for and/or on behalf of the USER, whether under contract or otherwise;

"**CARGO**" includes livestock, minerals, wares, vehicles and merchandise of every description whether bulk, breakbulk, unitised, containerised or otherwise and, VALUABLE CARGO, DANGEROUS CARGO, OBNOXIOUS CARGO, UNPROTECTED CARGO, HEAVY PACKAGE, CONTAINER and PASSENGER;

"**CARGO OWNER** includes any consignor, consignee, shipper or AGENT having the care, custody, control, shipping, handling or landing of CARGO;

"**CARGO SERVICES** shall refer to the scope of services provided by the PORT and/or its CONTRACTORS as described in Section 5 hereof;

"**CONTAINER**" shall mean any box or article of transport equipment (including tanks, flats and reefers) having a permanent character and being specially designed for the transportation of cargo by one or more modes of transport, without intermediate reloading, and fitted with devices permitting its ready handling particularly its transfer from one mode of transport to another;

"**CONTRACT**" shall mean the agreement between the PARTIES for the SERVICES, including the use, access and engagement by the USER of any of the facilities provided by the PORT;

"**CONTRACTOR**" shall be deemed to be a person or legal entity that has

entered into a contract with LMTSB to perform work and/or provide materials, equipment or services (e.g. mooring pilotage, tuggage and lighterage) for and/or to and/or on behalf of the PORT and/or when such work, materials, equipment or services are for the benefit of and/or to be received by the USER;

The term "CONTRACTOR" shall, include sub-contractors of the CONTRACTOR;

"**DANGEROUS CARGO**" shall mean all goods and CARGO defined or described as dangerous or hazardous by any Statute, Statutory Instrument or Order, any Regulation or recommendation made by the Government or the RELEVANT AUTHORITY and shall include other goods and CARGO which, although not so defined or described, are known to have properties likely or known to endanger life or property;
"**ETA**" means the estimated time of arrival;

"**ETD**" means the estimated time of departure;

"**HEAVY PACKAGE**" shall mean any package of CARGO exceeding 2500 kgs per unit;

"**LBT**" means Lekir Bulk Terminal which location is set out in Appendix I; "**LMT**"

means Lumut Maritime Terminal which location is set out in Appendix I;

"**LMTSB**" shall mean Lumut Maritime Terminal Sdn Bhd (Company No. 198900103174/ 180480-D) a company incorporated in Malaysia with its business address at Lot 1 Lumut Port Industrial Park, Mukim Lumut, Jalan Kampung Acheh, 32000 Sitiawan, Perak Darul Ridzuan;

"**MARINE MANAGER**" shall mean any officer appointed by the PORT responsible for VESSEL SERVICES and includes any other officer acting under or with his authority;

"**MASTER**" shall mean the person, other than the PORT'S PILOT, who has the command of and in charge of the VESSEL and acts for and on behalf of USER and/or VESSEL OWNER;

"**MINOR PORT OF LUMUT**" means the 'Minor Port of Lumut' gazetted under Section 6 of the Merchant Shipping Ordinance 1952;

"**OBNOXIOUS CARGO**" shall mean cargo described in Article 0507 headed 'Dangerous and Obnoxious Cargo';

"**OPERATIONS MANAGER**" shall mean any officer appointed by the PORT responsible for the SERVICES and includes any other officer acting under or with

such officer's authority;

"**PARTY**" shall mean either the USER or the PORT, as the context requires;

"**PARTIES**" shall mean both the USER and the PORT;

"**PASSENGER**" shall mean any person, including such person's luggage and effects, who has embarked, disembarked or travels in or on any VESSEL, whether or not specifically identified in the passenger list of such VESSEL;

"**PERSONNEL**" shall mean directors, officers, employees, servants and agents;

"**PILOT**" shall mean the person who has a contract of employment with either the PORT or CONTRACTOR but, when providing pilotage to a VESSEL, shall act as a servant to the MASTER of such VESSEL;

"**PORT**" includes the terminal and facilities in the care, custody and control of and/or operated by LMTSB on its own behalf and/or on behalf of Lekir Bulk Terminal Sdn. Bhd. and/or both, as the context requires. When the term "Lumut Port" is used it shall mean the PORT;

"**PORT PREMISES** shall mean all places administered, owned, managed, occupied or operated by or in the care, custody and control of the PORT including the TERMINAL LIMITS;

"**RELEVANT AUTHORITY**" shall mean any governmental body, which has vested legislative or regulatory powers to act in accordance with statute, regulation, by laws, rules or guidelines arising therefrom;

"**SERVICES**" shall mean both CARGO SERVICES and VESSEL SERVICES;

"**SHIPPING STEM**" means the list maintained by the PORT of VESSELS (named or otherwise) in both the order of ETA and provisional berth allocation and the

order of confirmed berth allocation intending to berth at LMT or LBT;

"**SOP**" shall mean Standard Operating Procedures including any changes thereto, published by and available from the PORT;

"**TARIFF**" shall mean current prices, rates and charges, which are levied by the PORT for the SERVICES, published by and available from the PORT;

"**TERMINAL LIMITS**" shall mean the shore and/or waters to facilitate the SERVICES and includes shore and/or waters set out in Appendix I, the MINOR PORT OF LUMUT and all such additional areas as determined by the RELEVANT

AUTHORITY at any time;

"THIRD PARTY" shall mean any person or entity that is not a party to the CONTRACT and shall include the PORT'S PERSONNEL;

"UNPROTECTED CARGO"

- For containerised cargo:

  'CARGO packed, stuffed or stowed in or on a flat rack or u-rack or placed in an open-sided or open-top CONTAINER or in a CONTAINER where the bottom is not sufficiently secured'.

- For bulk or breakbulk cargo:

  'CARGO not placed in a carton or any form of packaging'.

- For in all cases when they relate to both containerised, bulk and breakbulk CARGO, the packing, stuffing or storage is such that the CARGO is exposed and may result in a loss in weight, value or quality or be damaged;

"USER" includes AGENT, CARGO OWNER, VESSEL OWNER, MASTER and any of their respective PERSONNEL;

"VALUABLE CARGO" shall mean any package **either** containing bullion, precious stones and jewellery and the like **or** measuring less than 1 cu. metre with a value exceeding RM 2,000/-;

"VEHICLE" shall mean any type of land-based conveyance and/or craft including a carriage travelling on its own wheels or runners and used or intended to be used for the conveyance or carriage of CARGO;

"VESSEL" shall mean any type of vessel and/or waterborne craft whether or not navigable, mechanically propelled or capable of being steered on its own power and shall include barges, lighters, tugs and any floating objects used in navigation for the carriage of CARGO;

"VESSEL OWNER" includes any owner, charterer, consignee or mortgagee having the care, custody, control of and responsibility for a VESSEL;

"VESSEL SERVICES" shall refer to the scope of services provided by the PORT and/or its CONTRACTORS as described in Section 4 hereof;

"WHARF" includes any quay, pier, jetty, ramp, landing place and any wall and building adjoining the foreshore, seabed or riverbed within the PORT PREMISES;

Section 2 – General Conditions, Covenants and Liens

0201 General Conditions – Clauses Paramount

1.0 Notwithstanding any provision to the contrary in the CONTRACT, it is expressly understood and agreed that the MASTER shall always remain and be solely responsible and liable for and/or behalf of the USER and/or PILOT for the safe and proper navigation of the VESSEL including any acts, errors, omissions, fault, default, negligence and breach of duty (statutory or otherwise) arising from and/or in connection with and/or contributed to by such navigation.

2.0 The PILOT acts solely in an advisory capacity only and shall be deemed always to be a servant of the MASTER.

3.0 It is expressly understood and agreed that the USER shall and/or procure that the AGENT and/or MASTER shall, without exception, observe, strictly comply with and be bound by this STANDING OFFER or CONTRACT and SOP, including any rules, regulations and bye-laws legislated, promulgated, enforced, issued or published by the RELEVANT AUTHORITY which may be applicable directly or indirectly to the USER and/or VESSEL and/or CARGO.

0202 Covenants by the Port

1.0 In consideration of the payment or agreement to pay the TARIFF the PORT will, subject to operational exigencies, constraints and availability of resources and facilities, provide SERVICES to the USER in such manner as may be within the PORT'S capabilities.

2.0 The PORT will endeavour to provide proper care for and control of the USER'S CARGO, CONTAINER and equipment within the PORT PREMISES.

3.0 The PORT will endeavour to provide sufficient handling area for the volume of CARGO as indicated by the USER to be loaded or discharged.

4.0 The PORT will allow reasonable access to the USER to perform and carry out the business and agency requirements of the USER vis-à-vis the SERVICES.

5.0 The PORT is not obliged to accept VALUABLE CARGO unless the USER formalises special **prior** arrangements with the PORT in a timely manner.

6.0 The PORT may reject any DANGEROUS CARGO and/or OBNOXIOUS CARGO nor give any reasons for same.

0203 Covenants by User

1.0 In consideration of the provision of or agreement by the PORT to provide SERVICES, the USER shall pay the PORT in accordance with the TARIFF and terms stipulated.

2.0 The MASTER of the VESSEL shall comply with the directives of the MARINE MANAGER to move or remove such VESSEL. However, the PORT, CONTRACTOR and their respective PERSONNEL shall not be liable for any consequences arising from compliance with such directive.

3.0 The USER shall ensure that all CARGO presented for shipment by the USER shall be accompanied by complete documents containing all relevant details and accurate information as required by the PORT and RELEVANT AUTHORITY.

4.0 The USER shall ensure that all CARGO is packed, shipped and stowed in a manner, which reflects the highest standards of safety and security and complies with international safety rules, regulations and best trade and all other lawful requirements for handling by the PORT.

5.0 The USER shall not deliver to the PORT any VALUABLE CARGO without the prior written approval of the PORT.

6.0 The USER shall observe all safety regulations and standing instructions and abide by the SOP and rules and regulations promulgated, published, issued or enforced by the PORT at that time.

7.0 The USER shall cooperate fully with the PORT to arrange for the expeditious receipt and delivery of CARGO.

8.0 The USER shall respect and maintain the confidentiality of information acquired as a consequence of dealing with the PORT and CONTRACTOR and shall not disclose any such information to a THIRD PARTY without specific authority or unless there is a legal or professional duty to do so.

9.0 The USER shall at all times provide its own PERSONNEL for the tallying of CARGO.

0204 General Conditions Relating To Relevant Authority

1.0 In respect to CARGO and/or VESSEL (including all matters relating thereto) which is or may be subject to the direct and/or indirect involvement and/or inspection by and/or requirements of any RELEVANT AUTHORITY, including Customs, shall be properly dealt with and at the USER'S sole risk, responsibility and expense and/or as provided by the SOP.

0205 Rights and Liens

1.0 The PORT shall be entitled to:

1.1 retain possession of any CARGO and/or VESSEL pursuant to directives from any RELEVANT AUTHORITY.

1.2 retain possession of CARGO and/or prohibit any VESSEL from leaving the PORT until payment is made for all charges for:

1.2.1 such CARGO or VESSEL and/or

1.2.2 any previous payment default by the USER.

1.3 inspect shipping documentation including all Bills of Lading, consignment notes, freight lists, manifests of CARGO and any other relevant records associated with any VESSEL, VEHICLE or CARGO which have used, are using or will be using or have been, are or will be present in the PORT.

2.0 The MARINE MANAGER shall have the right to board any VESSEL or enter any VEHICLE using the PORT in order to inspect such documents.

3.0 If in the PORT'S opinion there are any circumstances which may prevent or hinder the safe handling, storage, or transport of CARGO, the PORT reserves the sole right to refuse to handle, store or transport the same and shall give notice of such refusal to the USER and upon receiving such notice the USER shall remove the said CARGO from the PORT at its own risk and expense.

4.0 If the SERVICES or any part thereof initially ordered from the PORT are cancelled for any reason, save the default of the PORT, the USER shall be liable for all charges, as set out in the TARIFF, and any refunds or credits may be made at the PORT'S sole discretion.

5.0 All CARGO and/or VESSEL, including all documents relating thereto, shall be subject to a particular and general lien respectively for charges, as set

out in the TARIFF, due to the PORT in respect of such CARGO and/or VESSEL.

6.0 If any charges are not paid within seven (7) days of the date due then LMTSB shall be entitled, with or without notice to the USER, to **either** liquidate the security provided in accordance Section 6 Article 0602 headed 'Payment Arrangements' **or** if such security is insufficient, invalid or does not exist sell any CARGO and/or VESSEL retained in accordance with Sub-Clause 1.2 herein and any proceeds derived from such sale, less costs and expenses incurred, shall be applied towards satisfying the outstanding charges.

The sale of any CARGO and/or VESSEL may be conducted by private treaty or public auction or otherwise in a manner as may be solely determined by LMTSB.

7.0 The PORT shall be entitled to recover from the USER the amount of any fines, penalties and fees, including any costs and expenses incurred by the PORT in attending to the same, imposed upon the PORT by any RELEVANT AUTHORITY in connection with the CARGO and/or VESSEL and/or the USER'S omission or commission of any act which is against any law.

0206 Saving of Life and Property

1.0 The MARINE MANAGER may, verbally or otherwise, direct the MASTER to render all assistance necessary in the search and/or rescue operations involving life and property in distress.

The PORT shall reimburse the USER reasonable costs and expenses incurred as a consequence of the MASTER following such directive, provided always that such reimbursement shall **exclude** any costs and expenses incurred in respect of the VESSEL and CARGO.

2.0 In the event of an actual or imminent threat of loss of or damage to any property owned, operated, managed or hired by or in the care, custody or control of the PORT, the MARINE MANAGER may, verbally or otherwise, direct the MASTER to render all assistance necessary to mitigate or prevent such loss or damage.

The PORT shall reimburse the USER all reasonable costs and expenses incurred as a consequence of the MASTER following such directive provided always that such reimbursement shall exclude costs and expenses incurred as a result of the USER'S act, neglect, error, omission, default or breach of duty (whether statutory or otherwise).

Section 3 - Liabilities, Indemnities and Insurance

0301 Liabilities, Indemnities and Insurance of the User

1.0 Loss or Damage suffered by the Port

The USER shall be liable for and shall indemnify the PORT for any loss of or damage to any property owned, operated, managed or hired by or in the care, custody or control of the PORT, including consequential loss, loss of use and loss of profits caused by and/or arising from and/or contributed to by any act, neglect, error, omission, default or breach of duty (whether statutory or otherwise) of the USER unless such loss or damage was caused by the sole negligence of the PORT or CONTRACTOR or their respective PERSONNEL.

For the purpose of this Clause 1.0 the term "PERSONNEL" shall exclude the PILOT.

2.0 Loss or Damage suffered by the User

Except as specifically and only provided for in Article 0302 herein, the USER shall be liable for and save, defend, protect, indemnify and hold harmless the PORT, CONTRACTOR and their respective parents, affiliated, related and subsidiary companies and PERSONNEL harmless from and against any and all direct and/or indirect loss, including grounding, delay and detention of the VESSEL, consequential loss, loss of use, loss of contracts and loss of profits, damage, injury (including death) and/or other expense of any nature suffered by the USER and/or its PERSONNEL or sustained by the VESSEL and/or CARGO howsoever caused or arising, including the exercising by the PORT of its rights and liens in accordance with Section 2 Article 0205 Sub-Clause 1.2 and Clause 6.0.

3.0 Loss or Damage suffered by Third Parties

The USER shall be liable for and shall save, defend, protect, indemnify and hold the PORT, CONTRACTORS and their respective parents, affiliated, related, subsidiary companies and PERSONNEL harmless from and against any and all direct and/or indirect loss, including consequential loss, loss of use and loss of profits, damage, injury (including death) and/or other expense of any nature suffered by any THIRD PARTY caused by and/or arising from and/or contributed to by any act, neglect, error, omission, default or breach of duty (whether statutory or otherwise) of the USER, its PERSONNEL and the PILOT.

4.0 Loss, Damage or Liability caused by the Pilot

As stipulated elsewhere in this CONTRACT, the MASTER shall always remain and be solely responsible for the safe and proper navigation of the VESSEL and the PILOT shall act in an advisory capacity only.

In consequence thereof the USER shall be liable for and shall save, defend, protect, indemnify and hold the PORT, CONTRACTORS and their respective parents, affiliated, related, subsidiary companies and PERSONNEL harmless from and against any and all direct and/or indirect loss, including consequential loss, loss of use and loss of profits, damage, injury (including death) and/or other expense of any nature caused by and/or arising from and/or contributed to by any act, neglect, error, omission, default or breach of duty (whether statutory or otherwise) of the MASTER and/or the PORT'S and/or CONTRACTOR'S PILOT.

5.0 Removal of Wreck

If the VESSEL and/or CARGO sinks, grounds, lists or otherwise become, in the sole opinion of the PORT, an obstruction or danger within the PORT PREMISES and the OWNER fails to comply with the directive of the MARINE MANAGER, issued in accordance with Section 2 Article 0203 Sub- Clause 1.0, to move or remove such VESSEL then the PORT may take all such measures as may be deemed necessary to remove such obstruction or danger.

In consequence thereof the USER shall be liable for and shall save, defend, protect, indemnify and hold the PORT, CONTRACTORS and their respective parents, affiliated, related, subsidiary companies and PERSONNEL harmless from and against any and all direct and/or indirect loss, including consequential loss, loss of use and loss of profits, damage, injury (including death) and/or other expense of any nature caused by and/or arising from and/or contributed to by the PORT'S action to move or remove the said VESSEL under the circumstances stated herein.

6.0 Prevention, Removal & Clean Up of Pollution and Debris

The USER shall be liable for and shall save, defend, protect, indemnify and hold the PORT, CONTRACTORS and their respective parents, affiliated, related, subsidiary companies and PERSONNEL harmless from and against any and all direct and/or indirect loss, including consequential loss, loss of use and loss of profits, damage, injury (including death) and/or other expense of any nature caused by and/or arising from and/or contributed to by pollution and contamination arising from the VESSEL and/or CARGO and/or removal of debris from the sea howsoever caused.

7.0 Port Acts As Agent and Trustee for Personnel and Contractors

It is expressly understood and agreed the foregoing indemnity provisions, exceptions, exemptions, limitations of liability, defences and immunities provided by Sub-Clauses 1.0 – 3.0 shall also apply to and be for the benefit of the PORT, CONTRACTOR and their respective parents, affiliated, related and subsidiary companies and PERSONNEL and their underwriters as if such provisions, exceptions, exemptions, limitations, defences and immunities were expressly for their benefit.

In entering into this CONTRACT, the PORT, to the extent of those provisions, does so not only on its behalf, but also as agent and trustee for its PERSONNEL and CONTRACTOR.

8.0 Insurance by User

Prior to commencement of the CONTRACT, the USER shall be deemed to have obtained and maintained or shall cause to obtain and maintain in full force and effect all such insurances as are relevant or may be applicable (statutory or otherwise) to the USER, VESSEL and/or CARGO.

The USER shall ensure or cause to ensure that the underwriters thereof shall waive all rights of recourse against the PORT, CONTRACTOR and their respective parents, affiliated, related, subsidiary companies and PERSONNEL.

0302 Liabilities and Indemnities of the Port

1.0 Port's Limited Liability

The PORT shall indemnify the VESSEL OWNER and/or CARGO OWNER for **only direct physical loss of and/or damage** to the VESSEL and/or CARGO if such physical loss or damage was caused by the **sole negligence** of the PORT or CONTRACTOR or their respective PERSONNEL as follows:

1.1 Cargo

In respect of CARGO shipped in Bulk or Breakbulk, the PORT'S liability shall not exceed **RM 50,000** for any one incident or series of related incidents occurring in connection with or consequent upon one event.

1.2 Container

In respect of CONTAINER, including contents, the PORT'S liability shall be limited to the depreciated value of the CONTAINER or the reasonable costs of its repair, whichever is the lesser, but in no event to exceed the following amounts for any one incident or series of related incidents occurring in connection with or consequent upon one event:

1.2.1 **RM 2,500** for a 6.1 metres (twenty-foot equivalent) dry container;

1.2.2 **RM 5,000** for any other dry container exceeding 6.1 metres;

1.2.3 **RM 10,000** for an insulated, refrigerated or any tank container.

1.3 Vessel

In respect of VESSEL including its equipment, the PORT'S liability shall be limited to the depreciated value of such VESSEL including its equipment or the reasonable costs of repair, whichever is the lesser, but in no event to exceed **RM 50,000** for any one incident or series of related incidents occurring in connection with or consequent upon one event.

1.4 Other Property

In respect of any property, not otherwise referred to in Sub-Clauses 1.1 – 1.4 above, the PORT shall pay the depreciated value of such property or the reasonable costs of repair, whichever is the lesser, PROVIDED ALWAYS that the liability of the PORT shall not exceed the aggregate of **RM 25,000** in respect of any one incident or series of related incidents occurring in connection with or consequent upon one event.

2.0 Aggregate Liability

The PORT'S total liability and indemnity under this Article 0302 Sub- Clauses 1.1 – 1.4 shall be limited to **RM 100,000** in the aggregate for any one occurrence or series of occurrences arising out of any one event.

If the physical loss of and/or damage is or are sustained by both VESSEL and CARGO in the same incident or series of related incidents occurring in connection with or consequent upon one event then the PORT shall, up to the said aggregate liability of **RM 100,000**, indemnify the VESSEL

OWNER and/or CARGO OWNER in proportion to the insured values of their respective interests in the said VESSEL and CARGO.

3.0 When Port Not Liable

Notwithstanding the PORT'S liability and indemnity as stated in Clause 1.0 and 2.0 above, it is expressly understood and agreed that the PORT, CONTRACTOR and their respective PERSONNEL shall not be liable, even if caused by the sole negligence of any such party, for loss of and/or damage sustained by the VESSEL and/or CARGO and/or USER directly and/or indirectly caused by, arising from or contributed to by or in connection with:

(a) the use of any equipment and plant including cranes and grabs provided by and/or operated by the PORT, CONTRACTOR and their respective PERSONNEL;

(b) strikes, riots and labour disputes involving PERSONNEL of the PORT and/or CONTRACTOR;

(c) terrorism and sabotage;

(d) acts of God, including perils of nature;

(e) acts of government or any RELEVANT AUTHORITY.

4.0 Undertaking Not To Claim

Except as provided for above the USER expressly undertakes not to claim against the PORT and/or CONTRACTORS and their respective PERSONNEL and shall waive any and all rights to do so in tort, contract or breach of duty (statutory duty or otherwise) in any other circumstances and/or for any other type of direct and/or indirect loss or damage or quantum.

0303 Notification of Loss or Damage and Intention to Claim

1.0 Timely Notice

The USER shall, within forty-eight (48) hours from the occurrence of an incident and accompanied with adequate evidence, notify the PORT in respect of damage to the VESSEL and/or CARGO or disputes or discrepancies on the conditions, markings and quantities of CARGO.

The PORT'S acknowledgement, expressly or otherwise, of such notification shall always be based on 'Without Prejudice' or 'Without Admission of Liability'.

2.0 Joint Surveys

2.1 The USER shall facilitate reasonable time for any party related to the claim to conduct joint-surveys where applicable to ascertain the cause and extent of loss and/or damage.

2.2 CARGO, CONTAINERS and other property, which is or are the subject of the claim, dispute or discrepancy, shall not be removed or its state and conditions altered by the USER before the joint-survey is conducted.

2.3 Whereas the parties to a joint-survey may reach consensus on the quantum or extent of loss or damage, the observation on the possible or actual cause of loss or damage may remain confidential.

Section 4 – Vessel Services

0401 Mooring, Pilotage, Tuggage and Additional Services

1.0 The PORT will coordinate the movement of VESSEL to and from the WHARF and within the PORT PREMISES.

2.0 The PORT shall have the right to assign the PORT'S and/or CONTRACTOR'S PERSONNEL to perform VESSEL SERVICES comprising Mooring, Pilotage, Tuggage and Additional Services as described herein.

1.0 Mooring

1.1 The PORT will provide mooring personnel and mooring launches to render assistance under instruction from the MASTER for the purpose of making fast or casting off the VESSEL'S hawsers and mooring lines or for such other miscellaneous services as may be required by the VESSEL and/or the USER under such terms and rates as the PORT may determine at its sole discretion.

2.0 Pilotage

2.1 The USER shall not navigate in the PORT PREMISES without the assistance of a PILOT who shall be, in the first instance, only provided by and authorised by the PORT.

2.2 The PORT may either assign PILOTS, who are employees of the PORT, or PILOTS subcontracted through approved CONTRACTORS for the purpose of providing Pilotage Services.

2.3 The PORT will provide suitable launches for the purposes of ferrying PILOTS to and from a VESSEL and from and to the base pilot launch station respectively.

2.4 Pilotage Services shall be undertaken by the PORT upon the following terms and conditions:

(a) Pilotage Services in respect of an incoming VESSEL shall commence when the PILOT properly boards the VESSEL and shall end when the VESSEL has been anchored, moored or otherwise secured to the satisfaction of the MASTER.

(b) Pilotage Services in respect of an outgoing VESSEL shall commence only when the PILOT has properly boarded the VESSEL and shall end when he leaves the VESSEL.

(c) Pilotage Services in respect of any other movement of a VESSEL shall commence when the PILOT has properly boarded the VESSEL and shall end when he actually leaves the VESSEL.

(d) The PILOT shall be deemed to be the servant of the MASTER or VESSEL OWNER for the entire duration of the Pilotage Services.

(e) The USER shall be liable for and save, defend, protect, indemnify and hold the PORT, CONTRACTOR and their respective PERSONNEL harmless from and against any direct and/or indirect loss, damage or injury (including death) suffered by the PORT, CONTRACTORS and their respective PERSONNEL and any THIRD PARTY caused by and/or arising from and/or contributed to by any act, neglect, error, omission, default or breach of duty (whether statutory or otherwise) of such PILOT.

(f) If for any reason the PILOT finds that the VESSEL is not, in his opinion, fit to proceed in her existing condition, the PILOT may refuse to continue the services for which he has been engaged and may anchor or otherwise proceed to safely secure such VESSEL.

(g) If, in the opinion of the PILOT, the VESSEL is overloaded he shall have the right not to undertake the pilotage thereof.

(h) In cases where the VESSEL requires the services of a PILOT the USER shall comply with the relevant Acts, Guidelines, Rules and Regulations issued and enforced by the RELEVANT AUTHORITY and also all International Conventions ratified by the Government of Malaysia, relating to pilotage and pilotage operation, including any other directives of the PORT which may be issued from time to time for the safe pilotage and convenience of pilotage operation.

3.0 Tuggage

3.1 The USER shall not, when within the PORT PREMISES, make use of any tuggage services other than that provided by and/or authorised by the PORT.

3.2 Tuggage Services, including assistance connected with the tuggage of VESSELS, undertaken by the PORT shall be subject to the following terms and conditions:

(a) Tuggage Services shall commence from the time a tug required departs the tug base berth and shall cease at the time when last of the tugs required ties up at the tug base WHARF.

(b) The PORT may at any time substitute one tug for another and may tow or otherwise assist in matters connected with the tuggage with more than one VESSEL at a time. The PORT shall be at liberty to employ a tug belonging to other tug owners for the whole or any part of the tuggage services.

(c) The master and crew of any tug shall be deemed to be the servants of and under the order and control of the MASTER or VESSEL OWNER, receiving the service, for the entire duration of the Tuggage Services.

(d) The USER shall be liable for and save, defend, protect, indemnify and hold the PORT, CONTRACTOR and their respective PERSONNEL harmless from and against any direct and/or indirect loss, damage or injury (including death) suffered by the PORT, CONTRACTOR and their respective PERSONNEL and any THIRD PARTY caused by and/or arising from and/or contributed to by any act, neglect, error, omission, default or breach of duty (whether statutory or otherwise) of the said master and/or crew of the tug and/or condition or capability (or otherwise) of the tug, including its equipment or towing gear.

4.0 Additional Services

4.1 The PORT may provide the following under such terms and rates as the PORT may solely determine:

(a) potable water
(b) vessel/shore telecommunication
(c) domestic garbage removal and disposal services
(d) bunkers
(e) miscellaneous gear and labour
(f) pilot and/or mooring launches for purposes other than that already provided by Mooring or Pilotage Services as per Clauses 2.0 and 3.0.
(g) repairs to VESSEL and/or CONTAINER
(h) VESSEL Clearance
(i) other services to be mutually agreed

4.2 Subject to the PORT'S receipt of an application in a timely manner, the PORT will endeavour to provide the Additional Services requested.

However, such endeavour shall not be construed that the PORT is legally or contractually obliged to do so.

4.3 If urgent Additional Services are identified by the PORT or the USER and such services have to be carried immediately, prior to the PARTIES reaching an agreement as to the charges applicable, then the USER shall not unreasonably withhold consent to the charges that the PORT may raise.

4.4 The charges to be raised for Additional Services are as set out in the TARIFF.

4.5 It is expressly understood and agreed that repairs to the VESSEL and/or CARGO are carried out at the sole risk and responsibility of the USER. The PORT, CONTRACTOR and their respective PERSONNEL shall not, under any circumstance, be liable for any loss of and/or damage sustained during and/or following such repairs notwithstanding that the PORT, CONTRACTOR and their respective PERSONNEL may have rendered services or assistance in this regard.

0402 Wharf

1.0 Notice and Application

A USER shall give such notifications and applications in writing to the PORT as required by and in compliance with the SOP.

2.0 Allocation of Berth

2.1 The USER shall not berth or unberth any, or position any VESSEL alongside any WHARF of the PORT or place such VESSEL within the PORT PREMISES without the prior written approval of the MARINE MANAGER.

2.2 The MARINE MANAGER shall be authorised, for expediency, to allocate the USER a **provisional** berth at a WHARF. However, such allocation shall not be interpreted or construed that the USER and/or VESSEL has been allocated a **confirmed** berth at a WHARF at any terminal unless and until the MARINE MANAGER has expressly approved such in accordance with the SOP.

2.3 The MARINE MANAGER shall be authorised to alter the timing of berthing of a VESSEL or direct the USER to commence

loading/discharging "out of turn" and make such consequential changes to the SHIPPING STEM.

2.4 The allocation of a berth at a WHARF shall be the sole prerogative of the MARINE MANAGER who may refuse a berth, reject an application, and vary the SHIPPING STEM and berth allocation for a VESSEL if and/or when he considers it appropriate to do so without having to disclose any reasons to the USER.

3.0 No Warranty for Wharf

The PORT provides no warranty in any manner, shape or form that the berth allocated for the VESSEL at a WHARF shall be safe and/or fit for the purpose intended. It is expressly understood that the VESSEL approaches, leaves, lies alongside and uses the berths at a WHARF at the sole risk and liability of the MASTER and/or VESSEL OWNER.

Section 5 – Cargo Services

0501 Provisions by the Port

1.0 The PORT will provide the following services:

(a) coordinate the movement of VESSEL to and from the berths in accordance with the SHIPPING STEM;

(b) load CARGO into the VESSEL after receiving CARGO into the PORT PREMISES;

(c) discharge of CARGO from the VESSEL and delivery within the PORT PREMISES to the USER;

(d) provide transit storage of CARGO within the PORT PREMISES in dedicated storage areas (covered or uncovered) or in common storage areas (covered and uncovered);

(e) weigh CARGO where required;

(f) the implementation of pollution control and environmental protection measures as appropriate;

(g) maintain security of the PORT PREMISES

(h) provide lighterage services

0502 Additional Services

1.0 If the USER requires services, which are not included in Article 0501 headed 'Provisions by the Port' then the PORT may offer Additional Services under such terms and rates as the PORT may determine on a case by case basis.

2.0 These Additional Services include

(a) sampling of CARGO;

(b) blending;

(c) bagging and/or labelling;

(d) provision of specialized dedicated storage structures;

(e) port area under tenancy arrangements;

(f) repacking;

(g) special treatment of CARGO;

(h) repairs to CARGO and/or CONTAINER;

(i) formalities of the RELEVANT AUTHORITY, including Customs clearance;

(j) other services to be mutually agreed

3.0 Subject to the PORT'S receipt of an application in a timely manner, the PORT will endeavour to provide the Additional Services requested. However, such endeavour shall not be construed that the PORT is legally or contractually obliged to do so.

4.0 If urgent Additional Services are identified by the PORT or the USER and such services have to be carried immediately, prior to the PARTIES reaching an agreement as to the charges applicable, then the USER shall not unreasonably withhold consent to the charges that the PORT may raise.

5.0 The charges to be raised for Additional Services are as set out in the TARIFF.

6.0 It is expressly understood and agreed that repairs to the CARGO and/or VESSEL are carried out at the sole risk and responsibility of the USER. The PORT, CONTRACTOR and their respective PERSONNEL shall not, under any circumstance, be liable for any loss of and/or damage sustained during and/or following such repairs notwithstanding that the PORT,

CONTRACTOR and their respective PERSONNEL might have rendered services or assistance in this regard.

0503 Cargo Discharge and Loading

1.0 The PORT may at its sole discretion prohibit and/or cease the loading, discharge, landing, of and/or refuse to receive any CARGO which, in the sole opinion of the OPERATIONS MANAGER, is or may be detrimental to the safety of life and/or property.

2.0 The PORT shall have the right to determine the method of discharging or loading CARGO, from or into a VESSEL in consultation with the MASTER.

3.0 CARGO shall not be deemed delivered to the PORT until it is first landed on any WHARF, storage area, premises or VEHICLE designated for such purpose by the PORT.

4.0 The Port may at its discretion prohibit and/or cease loading or discharging operations of any cargo which in the sole opinion of the OPERATIONS MANAGER is not being achieved by the Vessel's own equipment to a performance level as may be described in the Standard Operating Procedure (SOP).
In the event of undue delay by Vessel to complete its loading or discharging operation, the Port may charge over-staying charges as per the Tariff.

0504 Documentation for Cargo

1.0 The USER shall, in a timely manner, provide the PORT all necessary and correct documentation and information, in accordance with the SOP and requirements of the RELEVANT AUTHORITY, prior to handling (special or otherwise), landing, discharging, loading or transshipping any CARGO.

2.0 The PORT shall be entitled at any time and at the expense of the USER to reject any CARGO for which documentation and information does not conform to the requirements of the SOP and/or RELEVANT AUTHORITY.

0505 Condition of Cargo and Packing

1.0 The USER shall, at its own cost and expense, ensure that CARGO is in every sense properly packed and stowed (including all slings and lashings) on board the VESSEL, within the PORT PREMISES or on any VEHICLE in compliance with Malaysian and International safety rules and good practices.

0506 Conveyance of Cargo by Lighters

1.0 The USER expressly accepts that the receipt, conveyance and delivery of CARGO by lighters is undertaken by the PORT at the USER'S sole risk and responsibility and the PORT'S liability for any loss or damage shall be in accordance with Section 3 Article - 0302 headed 'Liabilities and Indemnities of the Port'.

2.0 The foregoing risk and responsibility shall apply in all circumstances whether or not the lighter deviates or departs, for any reason whatsoever, from the intended transit of the CARGO and/or the goods have been loaded in the lighter with other cargo.

0507 Dangerous and Obnoxious Cargo

1.0 The USER shall not present DANGEROUS CARGO and/or OBNOXIOUS CARGO unless the PORT'S prior written permission has been obtained in accordance with the SOP. In this regard the PORT reserves the right to reject any application to present DANGEROUS CARGO and/or OBNOXIOUS CARGO without having to disclose any reasons whatsoever.

2.0 'OBNOXIOUS CARGO' means any of the following kinds of cargo which are not included in the category of DANGEROUS CARGO:

(a) substances which can cause discomfort to or adversely affect personnel handling them;

(b) substances which will taint or contaminate other cargo or containers in close proximity;

(c) substances which will damage other cargo by contact or by shifting e.g. carbon, graphite, white pigments, greases and other 'dirty cargo';

(d) hydroscopic or deliquescent goods or goods in a moist or wet condition such as hides;

(e) cargo liable to infestation by insects, mites, weevils or grubs or any other cause which might require fumigation;

(f) cargo of liquid or semi-solid nature and goods liable to qualify with a rise in temperature such as reasonably could be foreseen; or

(g) any CARGO, which is likely to adversely affect other cargo or containers or presents special difficulties in handling.

3.0 The following shall apply to DANGEROUS CARGO and OBNOXIOUS CARGO tendered to the PORT:

(a) provisions of the International Maritime Dangerous Goods Code (IMDG Code) Standards as amended from time to time;

(b) provisions (as may be amended by the Port) of the SOP;

(c) provision of any Federation Port Rules 1953 and any matters related in accordance with the Malaysian Merchant Shipping Ordinance 1952;

(d) provision of the Rules and Regulations as stated in the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk;

(e) 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 and in any International Conventions or Agreements or otherwise regulations and recommendations made by the Government or other RELEVANT AUTHORITY and Local By-Laws which may include the following Acts, Rules and Regulations:

(f) provision of the Occupational Safety and Health Act 1994;

(g) provision of the Occupational Safety and Health Act 1994 (Control of Industrial Major Accident Hazard Regulations 1996);

(h) provision of the Atomic Energy Licensing Act 1984 Radiation Protection (Transport Regulations 1989) and amendments made therein after;

(i) provision of the Environmental Quality Act 1974;

(j) provision of the Environmental Quality (Schedule Wastes) Regulations 1989;

(k) provision of the other relevant Acts, Rules and Regulations pertaining to Malaysia.

Section 6 – Tariffs and Payments

0601 Liability to Pay for Services

1.0 The USER shall pay or cause to pay the PORT as follows:

1.1 all dues and charges payable by the USER as set out in the TARIFF;

1.2 all fines; penalties, dues, levies, imports and taxes as may be imposed by any RELEVANT AUTHORITY or statute;

1.3 any fees, costs and expenses which may be incurred by the PORT in complying with any Government or the RELEVANT AUTHORITY regulations requiring the movement, treatment, removal or destruction of CARGO or the treatment of the PORT PREMISES as a result of any infestation, contamination or otherwise.

1.4 all fees, costs and expenses incurred by the PORT arising out of or incidental to the failure by the USER to comply with this CONTRACT;

1.5 late payment penalty interest as stated in Article 0603 headed 'Interest for Late Payments';

1.6 costs and expenses incurred by the PORT in exercising its rights under Section 2 Article 0205 'Rights and Liens'.

2.0. The tabulation of principle charges is contained in Annexure A and the rates may be revised by Lumut Maritime Terminal Sdn Bhd from time to time and at any time at Lumut Maritime Terminal Sdn Bhd sole discretion. The Principal Charges may vary depending on the volume of cargo contracted.

0602 Payment Arrangements

1.0 Ledger Account

The USER shall, in a timely manner, apply for a Ledger Account with the PORT in accordance with the SOP. The PORT shall, if such application is approved, set out payment arrangements that will apply to business to be conducted between the PARTIES.

2.0 Security

2.1 The PORT may, in its sole discretion, require the USER to provide a bank guarantee or bond of such value determined solely by the

PORT to be used as a form of security for the provision of SERVICES. However such security shall neither be construed as valuable consideration for provision of the said SERVICES nor as payment of any sum due to the PORT.

2.2 The PORT may, in its sole discretion, liquidate the security for its own benefit in the event the USER defaults its payment obligations to the PORT (under this CONTRACT or otherwise) and/or breaches any part of any previous contract.

3.0 Issuance of Invoices

3.1 The PORT shall be entitled to issue a pro forma invoice to the USER for an estimated amount based on the SERVICES expected to be provided and the USER shall pay or cause to pay such amount into the nominated bank account of the PORT within the period stipulated.

3.2 After provision of the SERVICES has been completed the PORT shall carry out an adjustment of the actual amount chargeable. If such adjustment results in:

3.2.1 an additional amount to be paid, the PORT shall issue a final invoice and the USER shall pay or cause to pay such amount into the nominated bank account of the PORT within the period stipulated.

3.2.2 a refund to be made, the PORT shall hold the refund to the credit of the USER for future contracts. However, if the USER does not prefer the PORT to hold such refund, the USER shall advise the PORT in writing accordingly. The PORT shall then pay or cause to pay the said refund into the nominated bank account of the USER within fourteen (14) days from the receipt of such written advice from the USER.

4.0 Dispute of Invoices

4.1 In accordance with the PORT'S practice of **'Pay-First-Dispute-Later'** the USER shall always pay the amounts stated in all invoices in full and that any dispute arising in connection with such invoices shall not constitute a valid reason to withhold payment.

4.2 In the event the USER wishes to dispute the amounts charged in either the pro forma and/or final invoice, referred to in Article 0602

headed 'Payment Arrangements' Sub-Clauses 3.1 and 3.2 herein, the USER shall do so in writing within three (3) working days of the issuance of the relevant invoice and specify the reason(s) for the dispute.

4.3 In the event the USER fails to dispute the accuracy of the PORT'S invoice(s) within the grace period as stipulated in Sub-Clause 4.2 herein the invoice(s) shall be deemed correct and accurate.

4.4 Neither the issuance nor payment or non-payment of any invoice shall constitute settlement of:

4.4.1 dispute and/or an accord and satisfaction;
4.4.2 a remedy of account stated;
4.4.3 a waiver;
4.4.4 affect the rights of the PARTIES.

The PORT may correct or modify any sum previously paid or refunded to the USER incorrectly.

5.0 Payment of Invoice

5.1 Unless the PARTIES agree otherwise, all payments to the PORT shall be made by telegraphic transfer to the PORT'S nominated bank account in Malaysian Ringgit.

5.2 In cases where foreign currencies are due the amount of equivalent Malaysian Ringgit shall be converted at the average of the buy and sell rates quoted by Malayan Banking Berhad on the due date.

0603 Interest for Late Payments

If for any reason whatsoever the PORT'S invoices are not paid within the time stipulated the USER shall pay the PORT a late payment penalty interest at a rate one point five percent (1.5 %) per month or part thereof, calculated on the amounts outstanding and not paid.

TABULATION OF PRINCIPLE TARIFFS AT LMT TERMINAL

1. BERTH OCCUPANCY

RATE PER TONNE OR PART THEREOF

ACTIVITY	RATE
i) Vessel	RM3.00
ii) Barge	RM1.50
iii) Special Vessel/Barge	RM5.00
iv) Double banking vessel	RM3.00
v) Double banking barge	RM1.50

***The Principal Tariff may vary depending on the volume/type of cargo contracted and subjected to any related agreement between both parties and /or any revision from time to time**

2. DRY BULK CARGO

RATE PER TONNE OR PART THEREOF

ACTIVITY	MAIN BERTH Lowest	MAIN BERTH Highest	BARGE BERTH Price Range
i) Wharf Handling	RM3.00	RM5.00	Consolidated charge of
ii) Transit Charge	RM3.50	RM5.00	RM4.50 – RM6.00
iii) Stevedorage	RM3.00	RM4.00	
iv) Grab/Gears	RM2.00	RM2.00	
v) Trimming	RM0.50	RM1.00	

***The Principal Tariff may vary depending on the volume/type of cargo contracted and subjected to any related agreement entered between both parties and /or any revision from time to time**

3. LIQUID BULK CARGO

	Non-Dangerous Goods	Dangerous Goods
i) Wharf Handling	RM5.00	RM7.50

***The Principal Tariff may vary depending on the volume/type of cargo contracted and subjected to any related agreement entered between both parties and /or any revision from time to time**

4. **GENERAL BREAKBULK CARGO**

	MAIN BERTH Lowest	MAIN BERTH Highest	BARGE BERTH Price Range
i) Wharf Handling	RM4.00	RM6.00	Consolidated charge of
ii) Transit Charge	RM4.00	RM6.00	RM14.00 – RM20.00
iii) Stevedorage	RM4.00	RM6.00	
iv) Gears (Spreader/Sling)	RM2.00	RM2.00	

***The Principal Tariff may vary depending on the volume/type of cargo contracted and subjected to any related agreement entered between both parties and / any revision from time to time**

5. **PROJECT CARGO**

i) Wharfage charges

The consolidated port charges will range between RM18.00 - RM22.00 per ton/m3 (whichever is greater)

***Every project cargo shipment will be provided with agreed working hours timeframe**

***The Principal Tariff may vary depending on the volume/type of cargo/render services contracted and subjected to any agreement between both parties and/or any revision from time to time**

a) Equipment Hire Charges

i) RHL
- RM1.00 (Vessel above 15 years old)
- RM2.00 (Vessel Crane Breakdown)
- RM3.00 (Gearless Vessels/Allowable crane capacity SWL)

b) Weighing Charges (in/out) RM5.00 per weighing

c) Cleaning Charges

	DRY BULK	LIQUID BULK
i) Vessel	RM 1000.00 per call	RM 500.00 per call
ii) Barge	RM 500.00 per call	

***The principal allowable crane capacity SWL vary depending on the type of cargo density**

6. **STORAGE**

AREA IS BASED ON SHIPMENT SIZE

ACTIVITY	OPENYARD	WAREHOUSE
i) First month (1 days to 30 days)	RM2.00	RM2.00
ii)Second month (31 days to 60 days)	RM4.00	RM5.00
iii)Third month onwards (61 days to 90 days)	RM5.00	RM7.00

***The storage rate based on per square meter/per month basis**

***The Principal Tariff may vary depending on the volume/type of cargo contracted and subjected to any related agreement between both parties and/any revision from time to time**

7. **OTHER CHARGES**		
i.	Vessel Overstaying Charges	- LOA x RM20 x No of hours overstayed/part thereof
ii.	Lost tonnage hours	- Delay hours x loading/discharge rate per hour x RM17

8. **MARINE CHARGES**

LMT TERMINAL

	CHARGES	CATEGORIES	NIGHT FEES
a) PILOTAGE (Ship & Barge)			
i) Pilot Station - Wharf	RM337.50 per trip	<100m	
	RM420.00 per trip	100m – 125m	
	RM510.00 per trip	125m – 150m	
	RM592.50 per trip	150m – 175m	
	RM675.00 per trip	175m – 200m	
ii) Pilot Station - Anchorage	RM255.00 per trip	<100m	+ 50%
	RM337.50 per trip	100m – 125m	
	RM420.00 per trip	125m – 150m	
	RM510.00 per trip	150m – 175m	
	RM592.50 per trip	175m – 200m	
iii) Anchorage - Wharf	RM172.50 per trip	<100m	
	RM187.50 per trip	100m – 125m	
	RM210.00 per trip	125m – 150m	

	RM232.50 per trip	150m – 175m	
	RM255.00 per trip	175m – 200m	
iv) Shifting Berth at Wharf	RM112.50 per trip	<100m	
	RM135.00 per trip	100m – 125m	
	RM157.50 per trip	125m – 150m	
	RM187.50 per trip	150m – 175m	
	RM210.00 per trip	175m – 200m	
v) Pilotage – LOA > 200 m	1 meter x RM3.00 per trip		
vi) Pilotage Cancellation & Detention	RM100.00 per cancellation		

b) PILOT LAUNCH

	PILOT STATION	**ANCHORAGE**
i) Pilot Launch	RM394.00 per trip	RM225.00 per trip
ii) Pilot Launch Cancellation	RM394.00 per cancellation	RM225.00 per cancellation

c) TUG BOAT

i) Assist Berthing / Unberthing < 100 M (Barge)		RM1,000.00 per tug per hour
ii) Assist Berthing / Unberthing < 100 M (Vessel)		RM1,100.00 per tug per hour
iii) Assist Berthing / Unberthing > 100 M (Vessel/Barge) * Additional LOA RM1.50 per additional meter		RM1.50 per LOA per hour
iv) Shifting / Cancellation Charges (Barge)		RM1,000.00 per tug per hour
v) Shifting / Cancellation Charges (Vessel)		RM1,100.00 per tug per hour
vi) Towing Charges	**PILOT STATION**	**ANCHORAGE**
	RM7,500.00 per tug per hour	RM7,500.00 per tug per hour

d) BERTHING & UNBERTHING

i) Mooring Gang	RM240.00
ii) Cancellation Charges	RM120.00 per operations

e) Mooring Boat

i) Vessel	RM300.00 per operations

9. **SHORE CRANE USAGE**			
CRANE CAPACITY	**PER SHIFT**	**PER HALF SHIFT**	**HALF SHIFT On 01st SHIFT Only**
16 tonnes	RM440.00	RM300.00	RM345.00
35 tonnes	RM990.00	RM715.00	RM790.00
50 tonnes	RM1,650.00	NIL	

Note:-
Usage/rental less than 2 hours shall be charged at per half shift and any usage exceeding 2 hours shall be considered as full shift.

10. **FRESH WATER**	
Fresh Water	RM9.00 per MT

Appendix I – Terminal Limits and Terminal Location Coordinates

All shores and waters within the following coordinates.

TERMINAL LIMITS shall be as follows:

TERMINAL LIMITS	Latitude	Longitude
Lumut Port	A : 04° 18.0′ N	100° 35.0′ E
	B : 04° 18.0′ N	100° 28.0′ E
	C : 04° 0.60′ N	100° 28.0′ E
	D : 04° 0.60′ N	100° 45.0′ E

Terminal Location Coordinates shall be as follows:

Terminal Location Coordinates	Latitude	Longitude
LMT	04° 15.3″ North	100° 39.6″ East
LBT	04° 08.7″ North	100° 37′ 3 East

Appendix II – Business Contact Information

Business Address

Lot 1, Lumut Port Industrial Park, Mukim Lumut, Jalan Kampung Acheh, 32000 Sitiawan, Perak Darul Ridzuan.
Telephone : 605-698-3333, Fax: 605-698-1256
Email : general@lumutport.com

Lekir Bulk Terminal, Pulau Lekir Satu, Jalan Teluk Rubiah, 32040, Sri Manjung, Perak Darul Ridzuan.
Telephone : 05-6889166, Facsimile:05-6889800/05-6884561
E-mail : general@lumutport.com

Website

www.lumutport.com

Working Hours

Administrative

0800 – 1800 hrs	:	Monday to Friday
Closed	:	Weekend (Saturday and Sunday) and Public Holidays declared and/or gazetted in the State of Perak, Malaysia

Operations

24 hours daily every day of each year