

FUJAIRAH TERMINALS

TARIFF – CONTAINER HANDLING

AUGUST 1, 2017

ISSUED ON 1ST AUGUST 2017

EFFECTIVE FROM 1ST AUGUST 2017



TARIFF INDEX

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SECTION I: GENERAL CONDITIONS

101 ADMINISTRATION

This Tariff is issued by Fujairah Terminal Operating Company – Fujairah Terminals LLC , (Hereinafter referred to as "**Fujairah Terminals**")

102 JURISDICTION

This Tariff shall apply to the terminal and facilities managed by Fujairah Terminals located within Fujairah Port (hereinafter called "the **Terminal**").

Fujairah Port Authority (hereinafter referred to as the "**Authority**") has jurisdiction over Fujairah Port.

103 APPLICATION AND INTERPRETATION OF TARIFF

Rates, rules and regulations contained in this Tariff shall apply from the date of its issue, and at the sole discretion of Fujairah Terminals.

These rates, rules and regulations shall apply equally to all users of Fujairah Terminals (and to any individual, person, firm or corporation engaged in and/or responsible for the handling of a vessel and/or the movement of its cargo, including, but not limited to; vessel and/or Cargo Agents, Brokers, Freight Forwarders and Shippers or Consignees) and generally shall apply to all traffic at the Terminal.

The terms and conditions of Fujairah Terminals are applicable to its fullest and where any item(s) are not covered in this tariff then the Fujairah Port Authority's Tariff items shall be applicable.

Where there is a contradiction between this Tariff and the Fujairah Port Authority Tariff then the former will apply.

104 CONSENT TO TERMS OF TARIFF

The use of the Terminal shall constitute a consent to the terms and conditions of this Tariff, and evidences agreement on the part of all vessels, their Owners, Operators, Charterers, Mortgagees or Agents, the Cargo Owners and Agents (Shippers or Consignees) and other users of the Terminal, to pay all charges specified, and to be governed by all rules and regulations contained herein.

105 ACCESS TO RECORDS

Fujairah Terminals reserves the right of access to all cargo manifests, documents and other information relating to vessels or cargo for the purpose of audit and verification of reports filed and assessment of charges. Any such information so acquired shall not be disclosed to any person other than a member of Fujairah Terminals or its staff in carrying out official duties required by law.



106 CURRENCY

All rates are stated and are payable in U.A.E. Dirhams.

107 PAYMENT

Fujairah Terminals may at its sole discretion estimate and collect in advance all charges which may accrue against cargo or vessels. Use of the Terminal, or permission to sail, may be denied until such advance charges have been paid.

All invoices are issued as due on presentation. Failure to pay will cause a lien to be placed on the goods handled at the Terminal and the responsible party may be denied further use of the Terminal until all outstanding charges have been paid.

108 VAT

Value Added Tax (VAT)

Definitions and Conditions: The following schedule of charges, definitions and conditions shall apply in addition to the Fujairah Terminals Standard Terms and Conditions which shall form an integral part of the schedule of charges and govern the use of the port or provision of services by Fujairah Terminals.

"**VAT**" means any Value Added Taxes or similar excise taxes, sales added or use taxes (as defined in any relevant legislation in the relevant territory, as amended or re-enacted from time to time, and legislation supplemental to it) imposed or to be imposed upon any payment due to Fujairah Terminals pursuant to this Tariff, at the rate in force when the relevant supply is made and includes any tax or taxes of a similar nature substituted for, or levied in addition to, such tax or taxes.

- i. VAT
- ii. All amounts in this tariff are VAT exclusive, any services provided or performed shall be subject to 5% VAT rate according to the applicable Laws and regulations.
- iii. Any Services related to the international transportation of goods or Passenger shall be subject for Zero rated VAT as per the Federal Decree-Law No. (8) Of 2017 on Value Added Tax
- iv. International transportation means (transporting passengers or Goods, either or both, if the first place of departure, or the final place of destination, is outside UAE) according to the Federal Decree-Law No. (8) Of 2017 on Value Added Tax
- v. This is subject to change without prior notice depending on interpretation of the Federal Decree-Law No. (8) of 2017 on Value Added Tax



109 WORKING HOURS - NORMAL

The normal working hours from Saturdays to Thursdays inclusive (but excluding Public Holidays) will be 0700 to 1200 hours and 1300 to 1600 hours.

Any activity outside of normal working hours must be arranged with Fujairah Terminals and overtime rates may apply. Working hours are subject to change during the Holy month of Ramadan.

110 SAFETY

Parties using the Terminal are required to conform with all of the current safety rules and regulations.

111 RESPONSIBILITY FOR DAMAGE TO FACILITIES

All users of the Terminal, or their agents, shall be responsible for the damage resulting from their use of berths or any of the Terminal's facilities and Fujairah Terminals reserves the right to repair, or otherwise cause to be repaired, any and all such damage at the expense of such users.

112 PORT AUTHORITY & FUJAIRAH TERMINALS HELD HARMLESS

Each vessel Owner, Operator or Charterer whose vessel calls at the Terminal and each Owner or Agent of cargo handled there as a condition to receiving services at the Terminal hereby agrees to indemnify and hold harmless the Authority, any of its agents, servants or employees and any other person, firm or corporation engaged by the Authority to furnish labour, materials or equipment relating to the receipt or handling of unit loads or containers, their cargoes or vessels at the Terminal from and against all losses, claims, demands and suits for damages (including court costs and counsel fees), for death or personal injury or property damage that may be imposed upon the Authority or any of its agents, servants, employees or contractors by any such vessel Owner, Operator or Charterer or such Cargo Owner (or their agents or employees) as a consequence of services received at the Terminal.

113 NOTICE OF ARRIVAL

Each vessel Owner, Operator or Charterer expecting to dock a vessel at the Terminal shall give the Authority & Fujairah Terminals 72 hours prior notice of the arrival of such vessel and furnish draft, LOA and details of cargo operations. Reconfirmation of the vessel's arrival shall be made by the vessel's Master on the day prior to arrival. Vessels should contact Fujairah Port Control on VHF Channel 16 when in range.



114 DOCUMENTATION

The following documentation must be presented to the Authority by the vessel on arrival or by Ship's agent earliest prior to arrival of vessel.

| To | Name of the Document | Number of Copies |
|---------------------|---------------------------------------|---------------------------|
| Immigration | Crew List | 2 |
| | Passenger List | 2 |
| | Clearance Certificate from Last Port | 1 |
| Customs | Crew List | 2 |
| | Passenger List | 2 |
| | Bonded Stores List | 2 |
| | Cargo Manifests | 2 |
| Terminal Operations | Cargo Manifests | 2 |
| | Stowage Plans / Hatch List | 2 |
| | Dangerous Cargo List | 2 |
| | Transshipment Cargo | 2 |
| | Heavy lift list (in excess of 5 tons) | 2 |
| | Refrigerated cargo list | 2 |
| Also required | Certificate of Registry | For inspection on request |
| | Classification Certificate | |
| | Radio Safety Certificate | |
| | Gear Test Certificate | |

Vessels will be entered in and out by the Harbour Master and an endorsed Terminal dues certificate will be required for completion of entry out. See also Item 107.

*In the absence of any hazardous or dangerous cargo on the vessel, a '**NIL**' **Hazardous or Dangerous Declaration** must be submitted.

Late submission of each of the above documents will result in a payment of AED 700.00 per document.



115 CARGO HANDLING RIGHTS

Fujairah Terminals reserves the right to control and perform the loading, unloading and handling of all cargo.

116 DANGEROUS, HAZARDOUS OR OBNOXIOUS CARGO

Articles of a dangerous, hazardous or obnoxious nature will only be received by advance arrangement with the Authority & Fujairah Terminals.

The handling of such goods will be governed by the International Maritime Dangerous Goods Code published by the International Maritime Organization (IMO), London, as listed below:

Class:

1. Explosives.
2. Gases, compressed, liquefied or dissolved under pressure.
3. Inflammable liquids.
4. Inflammable solids.
5. Oxidizing substances and organic peroxide.
6. Poisonous and Infectious substances.
7. Radioactive substances.
8. Corrosives.
9. Miscellaneous dangerous substances.

117 REMOVAL OF OBJECTIONABLE CARGO

The Authority & Fujairah Terminals reserves the right to move the cargo, which in its judgment is likely to damage other cargo or property, to another location, at the risk and expense of the Owner or Agent of the cargo or vessel.

118 INSURANCE

Charges published in this Tariff do not include any expense for insurance covering the cargo, containers, vessels or other equipment, since Fujairah Terminals maintains no responsibility for loss or damage to the same.

119 DISPOSAL OF UNDELIVERED CARGO

The Authority & Fujairah Terminals reserves the right to remove cargo upon which no dues or charges have been paid. Such goods may be sold by public auction to recover costs on such dues and charges, after a period of 6 months in port storage.

120 VACATION OF BERTH

Fujairah Terminals reserves the right to instruct a vessel to vacate its allocated berth on completion of discharging or loading or on receipt, from the Authority, of a Notice of Readiness to sail.

121 FREE ZONE

The Port is operated as a Duty Free Zone, all movements of cargo, either transshipment or to hinterland are subject to Customs regulations. Consignees, Shippers and Agents should comply with any and all such regulations.



122 CUSTOMS

Customs Duty is payable on all goods imported into the country in accordance with published tariff and regulations (Customs Ordinance 1983).

123 IMMIGRATION

Immigration procedure must be followed as described by the Laws of the Emirate of Fujairah and the U.A.E. Shore leave is permitted for crew members, provided Immigration Authorities have authorized entry.

124 HEALTH

Normal quarantine regulations apply. Radio pratique can be obtained, via the vessels agent, providing the Master can state that no serious illness has occurred on board during the preceding thirty days. All crew members should be in possession of valid smallpox and Cholera certificates. The Health Officer will board when vessel is alongside.

125 POLLUTION

The provisions of the Port Rules & Regulations (1982) apply. Garbage disposal services are compulsory.

126 LIABILITY

Fujairah Terminals shall not be liable for any loss, detention, delay, miss-delivery, damage, personal injury or death, howsoever, whatsoever and whosoever caused or of the result of any act, neglect or default of it or its servants, or for any person for whom it may be responsible see also item 112.

127 WASTE DISPOSAL

The usage of garbage skips for garbage disposal is mandatory for all the vessels calling at the Terminal, Charges & terms shall be applicable as per Port Authority's tariff.

128 MARINE RELATED SERVICE

All Marine related operations & services remain the responsibility of the Port Authority of Fujairah. All related charges and terms conditions applicable as per Port Authority's tariff.



SECTION II: CONTAINER HANDLING

LOADING/DISCHARGING OF CONTAINERS :

- a) That the vessel is constructed in a manner that permits the Terminal Operator to load and discharge containers by the use of a gantry type container crane.
- b) That the loading or discharging is not delayed or interrupted by cargo not ready for handling
- c) That reporting and documentation is in accordance with existing rules and regulations.
- d) Volume discount figures do not include shifting on board.
- e) Transshipment containers loaded or empty count as one move only
- f) Direct delivery is not allowed except under special circumstances, with the prior approval of the Terminal Operator.
- g) Discharging - Movement of containers from stowed position in vessel to point of rest in marshalling yard and one move to consignee's transport.
- h) Loading - One move from trailer to point of rest in marshalling yard and movement from point of rest in marshalling yard to stowed position in vessel.
- i) Transship - One move from stowed position in vessel to point of rest in marshalling yard and one move from point of rest in marshalling yard to position in vessel.
- j) Lashing and unlashings, provided that all lashings are of quick release type and are supplied by the vessel and excessive underdeck lashing is not required.

| LOADING/DISCHARGING OF CONTAINERS | | UPTO 20' | OVER 20' |
|--|----------------------|----------|----------|
| 601.1 | Loaded | 420.00 | 615.00 |
| 601.2 | Loaded Transship | 495.00 | 675.00 |
| 601.3 | Empty | 200.00 | 270.00 |
| 601.4 | Empty transship | 330.00 | 450.00 |
| 601.5 | Conventional vessels | 500.00 | 550.00 |
| Containers loaded with Hazardous Cargo will be charged applicable THC + 50% of the respective handling charge. Hazardous cargo acceptance subject to prior approval from terminal manager | | | |

| 602 | RESTOWS | UPTO 20' | OVER 20' |
|-------|-----------------|----------------------|----------|
| 602.1 | On board vessel | 120.00 Per Container | |
| 602.2 | Via quay | 170.00 Per Container | |



| | | | |
|-------|--------------|---|-------------------------------------|
| 603.1 | HATCH COVERS | Including stacking frames and pontoons | 170.00 Per Hatch Cover (Two moves). |
| 603.2 | SPECIAL GEAR | The following surcharge will be made for use of special gear for container lifts to or from a vessel and subsequent movements in Yard i.e. where a standard spreader 20 ft or 40 ft is unusable | 300.00 |
| 603.3 | LASHING | | 50.00 per gang per hour |

| 604 | CONTAINER STORAGE | Remarks | UPTO 20' | OVER 20' |
|--------|---|---------------|---|----------|
| 604.1 | FCL Import | First 20 days | - | - |
| 604.2 | | Day 21 to 30 | 15.00 | 30.00 |
| 604.3 | | Thereafter | 20.00 | 40.00 |
| 604.4 | Empty & Transshipment | First 30 days | - | - |
| 604.5 | | Thereafter | 20.00 | 40.00 |
| 604.6 | FCL Export | First 30 days | - | - |
| 604.7 | | Day 31 to 40 | 15.00 | 30.00 |
| 604.8 | | Thereafter | 20.00 | 40.00 |
| 604.9 | For Security barrier-Empty(Shifting will be additional) | | 20.00 | 40.00 |
| 604.10 | Received via road (not originally discharged via terminal) – Storage will be applicable from first day – Laden or Empty | | 20.00 | 40.00 |
| 604.11 | Out of gauge Containers – All Sizes | | Additional 50% surcharge over and above storage charges | |

| 605 | SHIFTING | UPTO 20' | OVER 20' |
|---|--|----------|----------|
| 605.1 | WITHIN TERMINAL | | |
| 605.1.1 | Including grounding | 125.00 | 150.00 |
| 605.1.2 | To CFS for Customs inspection each way | 125.00 | 150.00 |
| 605.1.3 | For Rework / Security barrier / Quay (roundtrip) | 210.00 | 260.00 |
| 605.2 | OUTSIDE TERMINAL | | |
| 605.2.1 | To Free Zone - no grounding | 300.00 | 400.00 |
| 605.2.2 | To Free Zone - grounding(equipment hire will apply) | 300.00 | 400.00 |
| 605.2.3 | To Duty Free Area – no grounding | 250.00 | 300.00 |
| 605.2.4 | To Duty Free Area-grounding(equipment hire will apply) | 250.00 | 300.00 |
| Refer to tariff item 800 for equipment hire for grounding | | | |



| 606 | OTHER CONTAINER TERMINAL RELATED SERVICES | | |
|--------------|--|-----------------|-----------------|
| 606.1 | CLEANING | UPTO 20' | OVER 20' |
| 606.1.1 | Dry boxes | 50.00 | 75.00 |
| 606.2 | SEALS | | |
| 606.2.1 | Affixing of seal (provided by Line/Agent) – Per Seal | | 20.00 |
| 606.2.2 | Affixing of seal (provided by Port) – Per Seal | | 30.00 |
| 606.2.3 | Removal of seal for inspection of contents at agents/consignee/consignors request – Per Seal | | 20.00 |
| 606.3 | PLACARDS | | |
| 606.3.1 | Application – Per Placard | | 25.00 |
| 606.3.2 | Removal – Per Placard | | 25.00 |
| 606.4 | FLATRACK | | |
| 606.4.1 | Knocking Down (per unit) | | 35.00 |
| 606.4.2 | Fitting (per unit) | | 35.00 |
| 606.4.3 | Bundling (per unit) | | 35.00 |
| 606.5 | LIFT ON / LIFT OFF | UPTO 20' | OVER 20' |
| 606.5.1 | Lift On | 62.50 | 75.00 |
| 606.5.2 | Lift Off | 62.50 | 75.00 |
| 606.6 | Weighing of Containers inside the Terminal | | |
| 606.6.1 | Verified gross mass (VGM) – Per Container | | 65.00 |
| 606.7 | Inspection | | |
| 606.7.1 | Container Inspection (Customer request) – Per Container | | 20.00 |

| 607 | ADMINISTRATION CHARGES | | |
|------------|---|-----------------|-----------------|
| 607.1 | Change of status transshipment to import or vice versa (per unit) | | 50.00 |
| 607.2 | Change of status shut outs already moved or at Shiplside (per unit) | | 100.00 |
| 607.3 | Data amendments at Agent's request. (per unit) | | 15.00 |
| 608 | GATE FEE | | |
| 608.1 | In Gate (per unit) Full or Empty | | 50.00 |
| 608.2 | Out Gate (per unit) Full or Empty | | 50.00 |
| 609 | REMOVAL OR FITTING TARPULINS | UPTO 20' | OVER 20' |
| | | 50.00 | 100.00 |
| 610 | REFRIGERATED CONTAINERS | | |
| 610.1 | Received by the terminal and requiring power will be charged a connection, temperature and equipment checks – per container per 24 hour period | | 120.00 |
| 610.2 | Pre-trip inspection of internal cleaning, machinery, check cooling, fitting recorder charts and temperature checking (exclusive of fuel/lube or parts) – per container | | 150.00 |
| 611 | Gate Pass for Truck Driver | | 10.00 |

Note :-

The terminal will notify the agent if any reefer container malfunction is observed with the equipment. The terminal will not assume responsibility for power failures.



No maintenance will be performed on malfunctioning reefers. Fujairah Terminals will Notify the Agent and report malfunctions as soon as discovered. Terminal shall arrange Reefer repairs to the machinery on request at an additional cost.

Usual dry Container storage rates shall apply for Refrigerated Containers, refer to tariff item 604.

SECTION III: CONTAINER FREIGHT STATION

700 CONTAINER FREIGHT STATION:

| 701.1 | STRIPPING AND STUFFING | UPTO 20' | UPTO 40' | OVER 40' |
|-------|--|-----------------|-----------------|-----------------|
| 701.2 | Stripping or stuffing containers to terminal storage excluding shifting | 250.00 | 400.00 | 450.00 |
| 701.3 | LCL handling charges - received or delivered Goods from Port Storage (per freight ton) | 8.00 | | |

| 702 | Storage | Remarks | FT |
|---|-----------------------------------|----------------|-----------|
| 702.1 | Covered Storage (Import / Export) | First 10 days | - |
| 702.2 | | Thereafter | 7.00 |
| 702.3 | Covered Storage Transshipment | First 15days | 0.00 |
| 702.4 | | Day 16 to 25 | 3.50 |
| 702.5 | | Thereafter | 4.00 |
| Open storage will be calculated as per prevailing General Cargo rates | | | |

SECTION IV: HIRE OF CONTAINER EQUIPMENT

800 HIRE OF CONTAINER EQUIPMENT:

| | | |
|--|---|---------|
| 801.1 | Gantry crane for non-container use | 1250.00 |
| 801.2 | Emergency gear for non-container use | 400.00 |
| 801.3 | Hook Beam / Spreaders - Other than Gantry Fitted. | 400.00 |
| 801.4 | Rubber Tire Gantry (RTG) | 1250.00 |
| 801.5 | Fork Lift Trucks | |
| 801.5.1 | Up to 3T | 100.00 |
| 801.5.2 | 3T - 5T | 185.00 |
| 801.5.3 | 5T - 10T (including Empty Handler) | 275.00 |
| 801.5.4 | Over 25T (incl. Top Loader) | 450.00 |
| 801.6 | Tractor | 300.00 |
| 801.7 | Trailer or Mafi | 125.00 |
| Equipment Hire time from equipment leaving terminal until returned | | |

Note :-Charges for the handling of non-containerized cargo hire equipment, cleaning or repair of containers, provision of equipment interchange reports or any other services which are not mentioned in this tariff shall be provided on request

