

**SCHEDULE OF RATES FOR
CONTAINER HANDLING AT THE PORT OF GIJON APMT
GIJON FACILITIES**

Between

APM TERMINALS GIJON, S.L.
("APMT Gijon" or "Terminal Operator")

and

(or "Line")

VALID FROM 01.01.2021 UNTIL 31.12.2021

1. VESSEL OPERATIONS	Cost in €
1.1 Vessel delayed arrival beyond 60 minutes after agreed arrival within the shift shall be compensated by the Line to the Terminal Operator at the rate per hour or part thereof of	725,00
1.2 For delays in Vessel operations which are not caused by the Terminal Operator, a maximum period of cumulative delay time of 15 minutes during the shift in which Vessel operations were programmed will be granted without charge to the Line. Cumulative Vessel operations delay time above 15 minutes will be charged per hour or part thereof at the following rate	725,00
1.3 Early completion per hour. "Early termination" rate will be applied when as a consequence of a "vessel late arrival" ops cannot be completed within the booked gang/gangs booked. "Early termination" rate will be applied per hour and crane for all available working hours not used, with 1 hour free per vessel.	725,00
1.4 Gangs ordered and not used: If upon decision of the Line or for any other cause whatsoever and provided that the gangs could not be reused on another vessel, the terminal operator will charge the Line the amount Euros per gang not used. This will only apply if the unused gangs are not related to poor productivity of the terminal operator Day shift	3.625,00

1.5	Minimum charge per call 50 container moves (this will only apply when APMT cannot move the gang to another vessel)		8.425,00
1.6	Open or close of ISO hatches (or similar) per hatch		93,00
1.7	Shifting / Restowing Containers within same bay, per container	20'/40'	150,00
		IMDG Container	25% %Surcharge
1.8	Shifting / Restowing Containers through berth/shore, per container	20'/40'	250,00
		IMDG Container	25% %Surcharge
1.9	Lashing/unlashing, per container handled (when required by the lines)		N/A
1.10	When Lashing is required on vessels with a lashing system based on chains the service will be charged		N/A
1.11	Timetables and special conditions		See clause 8
2.	CONTAINER OPERATIONS		Unit
2.1	Full		
	<ul style="list-style-type: none"> FCL and LCL on cellular Vessel. From Vessel to yard stack or vice-versa. Does include gate charge/move. Day shift 	20' - 40'	207,26
		IMDG Container	100% %Surcharge
	<ul style="list-style-type: none"> ISPS charge (only full containers, import and export) 	As per official tariff	6,00
	<ul style="list-style-type: none"> Containers handled with slings FULL units 		279,80
2.2	Empties		
	On cellular Vessel. From Vessel to yard stack or vice-versa. Does include Gates Charge. Day shift	20' - 40'	141,32
	<ul style="list-style-type: none"> Containers handled with slings EMPTY units 		190,78
2.3	Transshipment		
	On cellular Vessel. From Vessel to yard stack or vice-versa. Day shift	20' - 40'	103,93

2.4	Non-cellular vessels	Full 20' / 40'	20% surcharge on container operations
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3.	HORIZONTAL MOVEMENTS		Euros
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3.1	From one chassis to another or any other horizontal move requested by the Line(s) or vice-versa per container, including changes in vessel or port of discharge details for export boxes	20'- 40' Full	37,68
		20' - 40' Empty	28,27

3.2	Where containers are moved at the request of the Line or the Line`s agents or Local Authority for the purpose of inspection, per move	20'- 40' Full	37,68
		20' - 40' Empty	28,27

3.3	Container change of status, change calls, per move	20' - 40' Full	37,68
		20' - 40' Empty	28,27

4.	REFRIGERATED CONTAINERS		Euros
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|--|---|------------|--------------|
| | <ul style="list-style-type: none"> • Connection, temperature monitoring in the terminal, including power consumption, per cont./day | 20' - 40' | 65,75 |
| | <ul style="list-style-type: none"> • Attaching/detaching electrical plugs on yard in any of the circumstances provided in clause 3.1 & 3.2 | Per reefer | 18,00 |

5.	GATE MOVEMENTS		Euros
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5.1	Full or empty including horizontal move from truck to yard/stack or vice versa	Full 20' -40'	56,53
		Empty 20'- 40'	37,68

6.	CONTAINERS OCUPPATION/STORAGE	SPACE/YARD	Euros/Teu/Day
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6.1	<ul style="list-style-type: none"> • Full free time 		7 days
	Thereafter per Teu per day	Full	2,4
		OOG	100% surcharge
6.2	<ul style="list-style-type: none"> • Empty containers free time 		7 days
	Thereafter per Teu per day	Empty	2,4
6.3	<ul style="list-style-type: none"> • Transshipment free time 		14 days
	Thereafter per Teu per day	Full / Empty	2,4

7. OTHER ITEMS

- Invoice printing surcharge when no electronic invoicing is applied, per invoice
- Invoice printing / Duplicate requested by customer
- Pallets, overseeing and tarpaulins

- For services to be performed by the Terminal Operator following the Line's request, for which no rate has been agreed by the parties

**according to
official tariff**

**Quotation upon
demand**

8 TIMETABLE AND CONDITIONS

8.1 Working shifts

8.1.1 Intensive shift - Monday to Friday

- From 0800 to 1200 Day Shift
- From 1300 to 1700 Day Shift
- From 1700 to 2300 Night Shift
- From 2300 to 0500 Night Shift

8.1.2 Holiday shift – Saturdays, Sundays and holidays

- From 0800 to 1400 Day Shift
- From 1500 to 2100
- From 2200 to 0400

8.1.3 Increases on 8.1.1 and 8.1.2

- Night Shift Working Day
Shifts from 1700 to 2300 and from 2300 to 0500 **30%**
- Day Shift Weekend (Saturdays, Sundays, Holidays)
Shift from 0800 to 1400 **55%**
- Night Shift Weekend (Saturdays, Sundays, Holidays)
Shifts from 1500 to 2100 and from 2200 to 0400 **65%**

8.3 Gate

Monday to Friday, from 08.00 hours to 20.00 hours

8.4 Contracting gangs

Gangs must be ordered:

- At 0700 and 1600 hrs. from Monday to Friday
- At 1600 hrs. on Friday for Saturday and Sunday

- At 1600 hrs. the day before a holiday for the holiday

Consequently, a real ETA should be given to the Terminal before those times in order to nominate accordingly. Information about special cargoes (OOG, etc) should also be given so that extra personnel can be nominated to complete the work required, otherwise the standard group will be requested without the possibility of handling the cargo.

Ordered the gangs by the Terminal Operator, the Line, even occurring any event of force majeure, shall be obliged to reimburse the Terminal Operator of any amount charged by and paid to stevedore labour pool in this regard, unless can be reused as provided in clause 1.3

8.5 Public holidays (non-working days)

January 1, January 6, July 16, May 1, December 25

8.6 Notification of arrival

This should be given together with a prevision of movements in writing 8 hours in advance with confirmation 2 hours prior to the actual arrival and always keeping in mind the deadline for ordering the gangs stated in clause 8.4

8.7 Documentation required 24 hours in advance

- Discharge list.
- Discharge plan
- Cargo list.
- Cargo plan
- Specific instructions for OOG cargo, etc.
- Reefer instructions.
- Dangerous goods instructions.
- Special stowages, 48 hours before operations start

8.8 Export load lists (consolidated load lists in case of joint services) and related documentation is required latest 8 hours prior to the start of the operations of the vessel.

8.9 Export Cargo/Containers acceptance for loading

8.9.1 Export Cargo/Containers to be loaded shall only be accepted whenever are in the Terminal within the following time frame:

Not earlier than 5 Working Days (7 working days for traffics to U.S.A) from the start of the scheduled vessel's operations, and

Not later than 8 hours prior to the start of the scheduled operations of the vessel.

8.10 Late runners

**100%
surcharge on
container
operations**

8.11 Prior notification of services

A prior notification with at least 24 hours is required for services such as inspections, OOG raves, deliveries, or any other service that require prior planning (extra labour requirements, etc.)

8.12 Weighting of packed containers

This rate is only chargeable upon receiving the Line's written request to weight the container when the shipper has not provided the Terminal Operator with the shipping document stating the verified gross mass of the container to be loaded on to the Line's vessel as provided by SOLAS Chapter VI, Part A.

No receiving the verified weight or the request to weight the container, the Terminal Operator shall not load it on to the vessel.

The Terminal Operator shall not be responsible for or liable in any way, and shall be indemnified by the Line against all damages, claims, costs and expenses suffered or incurred by the Terminal Operator resulting directly or indirectly from the lack of the verified weight.

Weighting of packed containers service is subject to the Schedule of Rates and General Conditions for VGM Services at APMT Gijón facilities as published and duly updated at any time at <https://www.apmterminals.com/en/gijon/services/tariffs-and-terms>

8.13 General Terms and Conditions.

This Schedule of rates & Special Conditions regulate the provision of the Container Port Handling Services at the port of Gijón, APMT Gijón facilities at Muelle La Osa (hereinafter, the "Services").

These Special Conditions supplement, as far as the Services are concerned, the Standard Terms of Business applicable to any services provided by APMT Gijón to a Customer and to any other terminal user using the terminal as published at any time duly updated for the general knowledge and transparency at APMT Gijón Website: <https://www.apmterminals.com/en/gijon/services/tariffs-and-terms> and attached hereto as Appendix I.

In case of contradiction between the terms and conditions of these Schedule of Rates & Special Conditions and the Standard Terms of Business, the Special Conditions will always prevail with respect to those incompatible terms.

The unreserved acceptance of these Schedule of Rates & Special Conditions becomes indispensable for the provision and execution by APMT Gijón of the Services. The Line representative declares, in this sense, to have received, read, understood, and accepted the Standard Terms of Business, made available to him.