



INTEGRATED MANAGEMENT SYSTEM DOCUMENT

**AD PORTS GROUP – STANDARD TERMS AND
CONDITIONS FOR PORT USERS**

SU-AR-GEN-TAC-001



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1 PURPOSE

These Standard Terms and Conditions are issued by Abu Dhabi Ports Company PJSC (hereinafter referred to as "AD Ports Group"), a public joint stock company incorporated under the laws of the United Arab Emirates and operating as AD Ports Group. They are intended to govern the access to and use of any Port, Port Channel, and/ or Terminal that is owned, operated, managed, or otherwise controlled by AD Ports Group, whether located within the United Arab Emirates or internationally.

The purpose of these Terms and Conditions is to establish a unified legal and operational framework that regulates the responsibilities, rights, liabilities, and obligations of Port Users and their Vessels when interacting with AD Ports Group infrastructure or receiving Marine Services. This framework supports AD Ports Group's commitment to safe, secure, efficient, and transparent port and terminal operations in accordance with applicable legal requirements and international maritime best practices.

These Terms are binding on all Port Users upon the entry of a Vessel into a Port, the use of Port infrastructure, or the receipt of any Marine Service provided directly by AD Ports Group or by its authorised Marine Services Providers.

2 SCOPE

These Terms and Conditions apply to all activities, operations, users, and services associated with Ports, Terminals, and Navigational Channels that are owned, operated, managed, or controlled by AD Ports Group, whether located within the United Arab Emirates or internationally.

This includes, without limitation, the provision and use of Marine Services, Vessel Traffic Services, pilotage, towage, cargo operations, port access, infrastructure usage, terminal handling, and any related services performed within the jurisdiction of AD Ports Group's facilities or under its operational oversight.

3 LEGAL AUTHORITY AND DISCLAIMER

These Terms and Conditions are issued under the authority vested in AD Ports Group, in accordance with its mandate to own, operate, manage, or otherwise control Ports, Terminals, and Navigational Channels both within the United Arab Emirates and internationally.

AD Ports Group exercises its regulatory, administrative, and operational authority through these Terms and Conditions, which are binding on all Port Users and Vessel operators upon entry into any Port or Terminal, or upon the use of Port infrastructure or Marine Services provided directly by AD Ports Group or by its authorised Marine Services Providers.

While AD Ports Group endeavours to provide its services and facilities in a safe, secure, and efficient manner, it makes no express or implied warranties regarding the uninterrupted availability, suitability, or fitness for a particular purpose of any Port, Terminal, Marine Service, or related infrastructure. Use of the Port and associated services is at the Port User's sole risk and subject to these Terms and Conditions.

These Terms and Conditions shall be interpreted in conjunction with any applicable local, national, or international laws, regulations, or directives issued by competent authorities. In the event of any inconsistency, such legal instruments shall prevail to the extent of the conflict.

Failure to comply with these Terms and Conditions may result in denial of access to any Port or Terminal, suspension or withdrawal of Marine Services, imposition of administrative penalties, or other enforcement measures deemed appropriate by AD Ports Group, without prejudice to any legal rights or remedies available under applicable law.

4 TERMS, DEFINITIONS AND ACRONYMS

The following terms shall have the meanings assigned below when used in these Terms and Conditions:

Term	Meaning
AD Ports Group	The entity operating and managing commercial ports, terminals and port facilities under the jurisdiction and control of Abu Dhabi Ports Company PJSC or its subsidiaries.

Term	Meaning
Applicable Law	All laws, statutes, regulations, codes, orders, directives, official guidance and other requirements issued by any competent authority having legal jurisdiction over the Port, Terminal, Marine Services, or the parties to these Terms and Conditions.
Berth	A designated location alongside a quay, jetty, or pier in a port or terminal where a vessel is moored or secured to load or unload cargo, embark or disembark passengers, or receive services.
BIMCO	The Baltic and International Maritime Council.
Competent Authority	Any national, regional, or local government body, regulatory agency, maritime authority, or other entity lawfully empowered to issue regulations, directives, or statutory requirements applicable to a Port, Terminal, or Marine Services location in the relevant jurisdiction.
Cargo	Any goods, wares, merchandise, materials, or other property carried on board a Vessel, including but not limited to containers, crude oil, refined products, LPG, LNG, bulk products, vehicles, or any similar cargo.
Contract of Carriage	Any bill of lading, sea waybill or other document of carriage issued by the carrier in respect of the Cargo.
Force Majeure	Any event beyond the reasonable control of AD Ports Group or the Terminal Operator, including but not limited to acts of God, earthquakes, storms, floods, any failure, outage or other interruption of the power supply to the Port or Terminal, war, acts of foreign enemies, armed conflict, invasion, civil unrest, terrorism, sabotage, epidemics, pandemics, cyber-attacks, strikes, lockouts, industrial actions, boycott, sanctions, blockade, embargoes, expropriation, nationalization, requisition, ruling or other interference or actions by any government authority that prevent or delay the performance of obligations under these Terms and Conditions.
Hazardous Cargo	Any cargo classified as hazardous under Applicable Law and/ or the International Maritime Dangerous Goods (IMDG) Code or other applicable regulations.
H&M Cover	Means hull and machinery insurance covering physical loss of or damage to the Vessel, obtained from a reputable underwriter with reinsurance in the Lloyd's market, for an amount not less than 120% of the Vessel's insured value.
IMDG	International Maritime Dangerous Goods.
Insurance	Means all marine and non-marine insurance policies applicable to the Vessel and/or the Port User, including, without limitation, Protection & Indemnity (P&I) Cover, Hull & Machinery (H&M) Cover, and any other insurance required under these Terms or by Applicable Law.
Losses	All losses, damages, liabilities, claims, costs, expenses (including reasonable legal fees), penalties, fines, loss of profit, and all other forms of financial harm, whether direct, indirect, consequential, special, or incidental, and whether arising under contract, tort (including negligence), statute, or otherwise.
Marine Services	Services provided to vessels or port users either directly by AD Ports Group or through its authorized agents or contractors. These include, but are not limited to, pilotage, towage, mooring, bunkering, waste collection, diving, and emergency response.
Marine Services Provider / Operator	Means Abu Dhabi Marine Services Safeen LLC, or any other person or entity licensed, authorized, or designated by AD Ports Group to provide marine-related services at the Port or Terminal, including but not limited to local subsidiaries, affiliates, or third-party contractors, whether acting directly, under AD Ports Group's supervision, or within its operational control.
P&I Cover	Means Protection & Indemnity insurance obtained through a P&I Club that is a member of the International Group of P&I Clubs, providing coverage for all

Term	Meaning
	liabilities consistent with international best practices for prudent vessel owners and operators.
Port	Any port owned, operated or managed by AD Ports Group, including its waters, terminals, channels, berths, anchorages, and supporting infrastructure.
Port Channels	Designated navigable waterways, fairways, or approaches within or leading to the port, used by vessels to enter or exit the port limits.
Port Regulations	Any rules, notices, or directives issued by AD Ports Group or a competent authority that govern the operations, safety, and security of port activities.
Port User	Any individual or legal entity, including Vessel owners, operators, shipping agents, cargo owners or any other person who may become interested in, or entitled to possession of the Cargo, terminal operators, contractors, or service providers, who accesses or uses any AD Ports Group port, facility, or service. Port Users are deemed jointly and severally liable for the payment of all applicable port charges, tariffs, dues, and fees incurred in relation to their activities within the port.
Port Charges	All fees, dues, costs, losses, and expenses imposed by AD Ports Group or the relevant Port Authority in connection with the use of port infrastructure, navigational channels, marine services, or arising from any incident involving the Vessel, including but not limited to collision, grounding, allision, oil pollution, fire, or any event causing or threatening damage to the Port or environment.
Terminal Charges	All charges related to cargo handling, terminal storage, stevedoring, reefer connection, and other terminal or landside services, whether imposed by AD Ports Group or any other Terminal Operator.
Pollution	Any introduction into the environment of oil, chemicals, sewage, ballast water, garbage, or any other substances that may cause harm to the environment, human health, marine life, natural resources, or infrastructure, and that are classified as pollutants or prohibited discharges under Applicable Law.
Terminal Operator	Any entity of AD Ports Group, or any of its sub-contractors, managing, operating, and maintaining the Port, Terminal, or facility within a Port.
Terminal	A designated terminal area within the port used for loading, unloading, handling, storage, or transfer of Cargo or passengers owned, leased or occupied by AD Ports Group.
Tariff Schedule	The official schedule published by AD Ports Group listing applicable port charges, dues, and fees for the use of its facilities and services.
Towage Services	The provision and operation of tugboats or similar vessels for the purpose of assisting Vessels in berthing, unberthing, manoeuvrings, or navigating within the Port or Terminal limits.
Vessel	Any ship, boat, craft, or floating structure of any type whatsoever used in navigation or port activities, whether self-propelled or not, including barges, tugs, and service crafts.

5 COMMENCEMENT OF CONTRACTUAL RELATIONSHIP

These Terms and Conditions govern the access to and use of any Port, Port Channel, or Terminal operated, managed, or controlled by AD Ports Group, whether located within the United Arab Emirates or internationally.

From the moment a Port User or its Vessel enters a Port or utilizes any Port infrastructure or Marine Services provided directly by AD Ports Group or through an authorized Marine Services Provider, the Port User shall be deemed to have accepted and agreed to be legally bound by these Terms and Conditions, including all rights, responsibilities, and obligations stated herein.

6 APPLICATION OF TERMS AND AGREEMENT FORMATION



- 6.1 These Terms and Conditions constitute a legally binding agreement between AD Ports Group and each Port User, including Terminal Operators, Vessel Operators, Agents, and any other party accessing or using Port Facilities.
- 6.2 The use of any Port, Terminal, or Navigational Channel operated, managed, or controlled by AD Ports Group or the Terminal Operator, or the receipt of Marine Services by a Vessel, shall be governed by these Terms and Conditions and any location-specific requirements issued by AD Ports Group or the Terminal Operator or the competent port authority.
- 6.3 These Terms and Conditions shall constitute full, unconditional, and irrevocable acceptance of by the Port User as follows:
 - (a) where a Vessel accesses the Port or Terminal or receives Marine Services on behalf of a Port User;
 - (b) any services provided, or made available, by the Terminal Operator; and
 - (c) any Vessel berthing the Terminal.
- 6.4 The Port User represents and warrants that it will bring these terms and Conditions to the attention of any person who the Port User may instruct to enter upon the Port or the Terminal or otherwise deal with AD Ports or the Terminal Operator including any subcontractor, agent, employee or other party instructed by the Port User.
- 6.5 No amendment, waiver, or modification of these Terms and Conditions shall be valid or enforceable unless expressly agreed to in writing and signed by an authorized representative of AD Ports Group or the Terminal Operator (as the case may be).
- 6.6 No other terms, conditions, or agreements whether oral, implied, or written shall govern the relationship between AD Ports Group or the Terminal Operator (as the case may be) and any Port User in connection with the use of Port infrastructure or Marine Services, unless expressly agreed in writing between AD Ports Group or the Terminal Operator (as the case may be) and the Port User.

7 JOINT AND SEVERAL OBLIGATIONS

Any obligation or liability imposed on a Port User under these Terms and Conditions shall be deemed to apply jointly and severally to that Port User, its owners, operators and its Insurance underwriters and to any other Port User whom they represent, whether as an agent, employee, representative, principal, or otherwise. AD Ports Group reserves the right to enforce such obligations or recover any dues from any one or more of the responsible parties as it deems appropriate, without prejudice to its rights against others

8 AUTHORITY OF AGENTS, EMPLOYEES, AND REPRESENTATIVES

Where a Port User accesses a Port or receives Marine Services in the capacity of an agent, employee, or representative of another Port User, they warrant and represent that they are duly authorized to act on behalf of, and legally bind, such principal, employer, or represented entity to these Terms and Conditions.

9 PORT CHARGES, TERMINAL CHARGES, AND PAYMENT TERMS

- 9.1 Port Users shall be liable to pay all applicable Port Charges and, where applicable, Terminal Charges in accordance with the relevant published Tariff Schedules. Port Charges relate to the use of port infrastructure, marine services, and vessel-related facilities. Terminal Charges relate to cargo handling and terminal operations. Such Tariff Schedules may be published by any method, including on the Port Authority's website, and may be updated from time to time.
- 9.2 The Port User is solely responsible for, and shall indemnify and hold AD Ports Group and the Terminal Operator harmless from, all and any duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any competent authority and/or any expenses incurred in complying with the requirements of any authority in relation to the Cargo and/or Vessel.



- 9.3 All such charges shall be payable immediately upon demand unless alternative payment terms have been formally agreed in writing.
- 9.4 AD Ports Group and/ or the Terminal Operator reserves the right to require a deposit or advance payment from any Port User prior to providing Marine Services or, where applicable, facilitating access to AD Ports Group-operated Terminals or infrastructure within a Port. Where such deposit or payment is not made, AD Ports Group and/ or the Terminal Operator may suspend services, deny Terminal access, or withhold port clearance for any Vessel owned, hired, operated, or represented by the Port User.
- 9.5 Right of Lien and Disposal of Cargo: AD Ports Group and/or the Terminal Operator (as the case may be) may detain, sell, dispose of, or otherwise deal with such Cargo as agents for and at the Port User's expense, without liability and without being under any duty of care or responsibility to obtain the best price, after providing 28 days' written notice. In the case of perishable Cargo, Dangerous Goods, or if AD Ports Group or the Terminal Operator considers the Cargo to pose a danger or hazard to life, property, or the environment, the right to sell, dispose of, or otherwise deal with the Cargo shall arise immediately, without notice.
- 9.6 After the disposal, sale or deal of any Cargo, AD Ports Group and/ or the Terminal Operator (as the case may be) shall account to the Port User for any remaining balance, after deducting costs and charges. AD Ports Group and/ or the Terminal Operator (as the case may be) shall not be liable for any loss, damage, or claim arising from the lawful exercise of its lien.

10 ACCESS RIGHTS, SUSPENSION, AND OPERATIONAL DISCRETION

- 10.1 Subject to these Terms and Conditions, AD Ports Group and/ or the Terminal Operator (as the case may be) agrees to:
- (a) facilitate, where within its authority, access to and use of any Port, Terminal, or facility operated, managed, or controlled by AD Ports Group and/ or the Terminal Operator (as the case may be) by any Vessel owned, operated, represented by, or otherwise associated with a Port User; and
 - (b) facilitate or provide Marine Services to such Vessel during its call at the Port, in accordance with the relevant port or Terminal regulations (as the case may be), operational, legal, and safety requirements of the jurisdiction where the Port or Terminal is located.
- 10.2 AD Ports Group and/ or the Terminal Operator (as the case may be) reserves the right, at its sole discretion, to:
- (a) engage subcontractors to perform any or all parts of the Marine Services or other services, without the prior consent of the Port User.
 - (b) suspend or withhold access to any AD Ports Group-operated Terminal or facility, or refuse to provide or facilitate Marine Services, in the event of any breach of these Terms and Conditions by the Port User.
 - (c) refuse entry to a Port or Terminal or deny the provision of Marine Services where necessary for reasons of safety, security, environmental protection, or non-compliance with any applicable port regulations, Applicable Law or international law, regulation, directive, or requirement issued by any competent authority.
 - (d) refuse to accept, handle, move, or otherwise deal with any Cargo which, in the opinion of AD Ports Group or the Terminal Operator, appears to be or may become Hazardous Cargo, or which may pose a danger or hazard to life, property, or the environment.
 - (e) reserves the right to refuse entry to a Port or Terminal, or suspend or withhold the provision of Marine Services, where any amounts owed by the Port User to AD Ports Group, its affiliated marine services provider, or any other associated entity remain unpaid beyond the agreed credit period. Such suspension shall remain in effect until full settlement of all outstanding



amounts, without prejudice to any other rights or remedies available under these Terms and Conditions.

- 10.3 AD Ports Group and/ or the Terminal Operator (as the case may be) may refuse or suspend provision of any services unless complete information has been provided by the Port User in accordance with these Terms and Conditions.
- 10.4 If AD Ports Group and/ or the Terminal Operator (as the case may be) exercises any of the rights set out in Clauses 10.2 or 10.3, it shall not be liable for any delay, loss, or damage incurred or suffered by the Port User, its Vessel, or any third party.
- 10.5 The Port User acknowledges that AD Ports Group, and any Terminal Operator acting on its behalf, retains sole discretion in the allocation of Berths, quay cranes, port equipment, labour resources, and storage space at any Port or Terminal, and that such allocations shall not be subject to challenge or liability.
- 10.6 AD Ports Group and/or the Terminal Operator (as the case may be) shall not be responsible for the security or safety of any Vessel while berthed at the Terminal and reserves the right to take any action deemed necessary to ensure the safety of the Port, Vessels, and persons.

11 TERMS OF MARINE SERVICES

- 11.1 Where AD Ports Group provides Marine Services at a Port, such services are provided to the Port User's Vessel strictly on the understanding and as acknowledged by the Port User on its own behalf and on behalf of any other Port User it represents as agent, employee, or representative that AD Ports Group shall have no responsibility or liability whatsoever and howsoever to the Port User or to any third party in respect of such Marine Services.
- 11.2 Without prejudice to Clause 11.1, AD Ports Group shall not be liable for any claim, delay, non-performance, error or omission, damage, loss of any nature and howsoever caused (whether directly or indirectly):
 - (a) to or by a Vessel, or to or by any Cargo or property on board, being loaded, discharged, or stored in connection with the Vessel;
 - (b) of a Vessel, Cargo, or any other property or equipment, regardless of cause or timing;
 - (c) by a third party not a party to these Terms and Conditions, arising out of or in connection with the provision or non-provision of Marine Services, including but not limited to arising from the negligence of persons performing Marine Services, their servants, subcontractors, or agents;
 - (d) from any consequences arising from unseaworthiness, mechanical failure, or unsuitability of a Vessel or its systems, including but not limited to breakdowns of machinery, boilers, towing equipment, lines, ropes, wires, or deficiencies in speed, fuel, or manning;
 - (e) blockade or closure of the Port or Terminal;
 - (f) shortage of Berth space, labour, fuel or power or insufficient depth of water at any Berth or the approaches thereto;
 - (g) strikes, lock-out or other industrial action affecting the Port and/ or the Terminal and/or any services; and
 - (h) an Force Majeure Event affecting AD Ports Group and or the Terminal Operator.
- 11.3 Where Marine Services are provided by a Marine Services Provider (other than AD Ports Group), the Port User shall contract directly with such provider and agree on the terms and conditions for those services. The Marine Services Provider shall act in its own capacity and shall have no authority to bind or represent AD Ports Group in any way.
- 11.4 Where Marine Services are provided by AD Ports Group, the parties may, at their discretion, enter into additional or separate written agreements to govern the provision of such services.



- 11.5 Tug and towage services provided by AD Ports Group shall be carried out in accordance with AD Ports Group's operational requirements, tug capabilities, and prevailing port regulations. Such services shall be performed in line with internationally recognized maritime safety standards and industry best practices, including those issued by the International Maritime Organization (IMO), BIMCO, and other relevant bodies. AD Ports Group shall have full discretion in determining the suitability, number, and type of tugs assigned to each operation, based on the Vessel's characteristics, environmental factors, and navigational risk. The Port User acknowledges and accepts all terms of towage upon requesting or receiving such services and shall remain liable for any charges, risks and liability resulting therefrom howsoever caused.
- 11.6 Where Marine Services are provided by a Marine Services Provider/Operator (including but not limited to Abu Dhabi Marine Services Safeen LLC), such services shall be deemed to be provided on behalf of AD Ports Group, and the Marine Services Provider/Operator shall enjoy the same limitations of liability, indemnities, and protections afforded to AD Ports Group under these Terms and Conditions.

12 UNDERTAKINGS OF THE PORT USER

The Port User and/ or the Terminal Operator (as the case may be) hereby undertakes to fully comply with the following obligations when using any Port, Terminal, Port Channel, or receiving Marine Services operated, managed, or facilitated by AD Ports Group:

- 12.1 The Port User undertakes, represents and warrants that:
- (a) any of its Vessels calling at a Port is seaworthy and is fully certified, holding valid ship and certificates for the Vessel and the crew and personnel on board comply with all applicable international maritime conventions and standards and are all at or above legal working age.
 - (b) all such Vessels are covered by valid insurances in accordance with Clause 14, for the entire duration of the Vessel's presence in the Port or while receiving Marine Services, until she departs the ports area.
 - (c) it shall maintain (i) appropriately qualified and experienced officers and crew onboard the Vessel in order to maintain an alert watch and respond to emergencies and to enable AD Ports group or the Terminal Operator to provide the services, and (ii) engines in a state of readiness to respond to emergency situations and to avoid delays in vacating the Berth.
 - (d) it shall comply with the obligations set out in these Terms and Conditions and ensure full compliance by its crew, agents, contractors, and representatives.
 - (e) it shall obtain and maintain, at its own expense, all necessary licenses, permits, and authorizations, and comply with all Applicable Law, conventions, regulations, rules, and codes of practice issued by competent authorities.
 - (f) it shall comply with all lawful and reasonable instructions issued by AD Ports Group and/or any Terminal Operator for the safe, secure, and efficient operation of the Port or Terminal, or as required by the laws of the relevant jurisdiction.
 - (g) it shall promptly notify AD Ports Group and any relevant Terminal Operator of any incident, occurrence, or condition that may affect the safety, operational efficiency, or environmental integrity of the Port or Terminal, including any risk to public health, and shall, at its own expense, take all reasonable measures, as may be directed, to mitigate or eliminate any such hazard or disruption.
 - (h) it shall complete and submit all required documentation to AD Ports Group, or the Terminal Operator as mandated by applicable laws, regulations, by-laws, or operational procedures before accessing the Port or receiving Marine Services.
- 12.2 The Port User further undertakes, represents and warrants that:
- (a) all the documentation and information provided by or on behalf of the Port User in relation to the Cargo and Vessel is full and accurate and is sufficient to enable AD Ports Group and



Terminal Operator to handle them safely and in full compliance with Applicable Laws and international maritime conventions and standards.

- (b) the Cargo does not include, or is not, Hazardous Cargo.
- (c) the Cargo is not infested, verminous, rotten or subject to fungal attack and not liable to become so while at the Port or Terminal.
- (d) the Cargo does not contain any unauthorised controlled drugs, contraband, prohibited or stolen goods or other illegal material or substances.
- (e) the Cargo is properly and sufficiently packed in accordance with all Applicable Law and international maritime conventions and standards.

12.3 Sanctions and Regulatory Restrictions. The Port User undertakes, represents, and warrants that:

- (a) Neither the Vessel, nor its crew or personnel, nor the Cargo, are subject to any sanctions, embargoes, or restrictive measures imposed by the United Nations, the UAE Government, the European Union, the United States, or any other competent sanctions authority.
- (b) The Vessel, its owners, operators, and beneficial owners are not listed on any sanctions or denied party lists maintained by competent authorities.
- (c) The Cargo is not subject to seizure orders, injunctions, export restrictions, or other regulatory or judicial prohibitions that would impede lawful port entry, discharge, or handling.
- (d) The Port User shall immediately notify AD Ports Group in writing upon becoming aware of any circumstances that may result in a breach of this Clause or render the warranties above untrue.

13 LIABILITY, INDEMNITY AND RISK ALLOCATION

13.1 AD Ports Group and/ or the Terminal Operator (as the case may be) shall notify the Port User without undue delay upon becoming aware of any adverse matter that may give rise to a claim for loss or damage against the Port User in connection with Marine Services. Such notice shall include, where practicable, details of the event and any estimated claim value.

13.2 The Port User shall be responsible for and shall fully indemnify, defend and hold harmless AD Ports Group and/ or the Terminal Operator (as the case may be) for any damage and/ or loss caused to port infrastructure, facilities, equipment, or property resulting from its activities or the actions of its Vessels, crew, personnel, contractors, or representatives. AD Ports Group and/ or the Terminal Operator (as the case may be) may conduct or arrange any necessary inspections, repairs, or replacements and recover all related costs from the Port User.

13.3 The Port User shall be responsible for and shall fully indemnify, defend, and hold harmless AD Ports Group and/ or the Terminal Operator (as the case may be) from and against any and all liabilities, claims, losses, damages, pollution, delays, deficiencies, costs, and expenses (including legal fees) and causes of action of any kind, whether direct or indirect, arising from or connected to:

- (a) damage or loss to any Vessel, cargo, equipment, or property of the Port User, AD Ports Group and/ or the Terminal Operator (as the case may be) (whether owned, hired or financed) or any third party.
- (b) loss of life, personal injury, illness, or legal liability to any person, however caused, including due to defects in facilities or equipment or negligence by AD Ports Group and/ or the Terminal Operator, its personnel, agents, or contractors.
- (c) pollution or contamination and clean-up resulting from any Vessel, operation, or property of the Port User.

Such indemnity shall apply whether the liability arises in contract, tort (including negligence), breach of statutory duty, or otherwise.



- 13.4 The above liabilities and indemnities shall apply regardless of the cause of loss or damage and shall not be diminished by any act, omission, or negligence by AD Ports Group and/ or the Terminal Operator, its contractors and their respective personnel.
- 13.5 The Port User's liability shall be joint and several with any other Port User it represents or has nominated or engaged, whether as principal, agent, or otherwise, and AD Ports Group and/ or the Terminal Operator (as the case may be) shall not be required to exhaust claims against others before seeking redress from the Port User.
- 13.6 The Port User waives all implied warranties and representations and acknowledges that use of the Port or Terminal is at its own risk. AD Ports Group and/ or the Terminal Operator (as the case may be) shall not be liable for any damage, delay, or loss or caused of action of any kind.
- 13.7 Under no circumstances shall AD Ports Group and/ or the Terminal Operator (as the case may be) be liable for any (i) indirect or consequential loss, or (ii) loss of profits or anticipated profits, loss of revenue, production, market share, goodwill, business interruption, or liability to third parties, in each case whether direct or indirect.
- 13.8 Without prejudice to Clauses 11 and 13, and unless otherwise agreed in a separate agreement between AD Ports group or the Terminal Operator and the Port User, the total liability of AD Ports Group and the Terminal Operator for any claim under these Terms shall be limited to (i) the total Port Charges paid by the Port User related to the specific incident giving rise to the claim, or (ii) as may be limited by the terms of the relevant Contract of Carriage, whichever is the lesser.
- 13.9 Unless applicable law provides for a different mandatory threshold or conditions, the Port User shall not make any claim against AD Ports and/or the Terminal Operator where the value of the damage or loss suffered by the Port User arising from the incident or event giving rise to a claim does not exceed ten thousand United States Dollars (USD \$10,000) (or the equivalent in any other currency).
- 13.10 The Port User agrees, for and on behalf of itself, and the Vessel and its owner and operator, to waive any statutory right to limit liability for personal injury or property damage by establishing a limitation fund under any applicable international convention or Applicable Law governing the liability of owners and/or operators of seagoing vessels. The Port User hereby warrants that it has the authority to bind the Vessel, its owner and operator to such waiver of limitation.
- 13.11 The Port User agrees, for and on behalf of itself, and the Vessel, its owner and operator, that in the event of any damage or loss to the Port and/ or Terminal or any of AD Ports Group's or Terminal Operator's facilities or property, the Port User and the Vessel owner will provide security, in a form acceptable to AD Ports and/ or the Terminal Operator (as the case may be), for AD Ports Group's and/ or the Terminal Operator's (as the case may be) worst case damages or losses, as determined by AD Ports and/ or the Terminal Operator (as the case may be). In the event that such security is not provided, AD Ports and/ or the Terminal Operator (as the case may be) shall, without prejudice to any other remedies available to it, have the right to arrest or detain the Vessel at the Port or Terminal or elsewhere until such time as the security have been provided by the Port User or Vessel owner.
- 13.12 All indemnities and limitations of liability in favor of AD Ports Group and/or the Terminal Operator shall extend equally to the Marine Services Provider/ Operator and its personnel, contractors, and agents engaged in the provision of Marine Services on behalf of AD Ports Group.

14 INSURANCE

The Port User shall, at its sole cost and expense and as applicable to its scope of operations, obtain and maintain at all times adequate insurance coverage, including:

- Insurance covering its Vessels, equipment, and personnel;
- Protection & Indemnity (P&I) insurance with a club that is a member of the International Group of P&I Clubs, covering liabilities arising out of or in connection with these Terms and Conditions, including liabilities in respect of Cargo, pollution, wreck removal, personal injury, and third-party claims;



- Hull & Machinery (H&M) insurance for the Vessel, consistent with internationally recognized maritime standards, for an amount not less than 120% of the Vessel's insured value and placed with reputable underwriters having reinsurance in the Lloyd's market.

Such insurance shall remain valid and effective for the full period during which the Vessel, the Port User's equipment, or personnel are present within the Port or Terminal, or while receiving Marine Services, and shall comply with all Applicable Law and international conventions, regulations, and directives issued by competent maritime, port, and environmental authorities. The Port User shall, upon request by AD Ports Group and/or the Terminal Operator (as the case may be), promptly provide satisfactory evidence of such insurance coverage.

15 WAIVER OF RIGHTS AND REMEDIES

The failure of AD Ports Group and/ or the Terminal Operator (as the case may be) to enforce, exercise, or insist upon strict performance of any right, remedy, or provision under these Terms and Conditions at any time shall not be construed as a waiver of such right or provision, nor shall it impair or restrict AD Ports Group's and/ or the Terminal Operator's (as the case may be) ability to enforce it in the future.

No waiver shall be effective unless expressly provided in writing and signed by an authorized representative of AD Ports Group and/ or the Terminal Operator (as the case may be). Any single or partial exercise of any right or remedy shall not preclude any further exercise or enforcement thereof.

16 CLAIMS NOTIFICATIONS AND LIMITATION PERIODS

- 16.1 Unless stated differently under Applicable Law, any claim by the Port User against AD Ports Group and/or the Terminal Operator (as the case may be) arising out of or in connection with the use of a Port, Terminal, Port Channel, or Marine Services must be submitted in writing within thirty (30) calendar days from the date of the event or incident giving rise to such claim.
- 16.2 Failure by the Port User to submit a claim within this time period shall result in the claim being time-barred and AD Ports Group and/ or the Terminal Operator shall be discharged from any liability whatsoever in connection with the claim.
- 16.3 In all cases, AD Ports Group and/ or the Terminal Operator (as the case may be) shall be discharged from any and all liability unless formal legal proceedings are initiated, and written notice of such proceedings is served on AD Ports Group within twelve (12) months from the date of the event giving rise to the cause of action.
- 16.4 This Clause 16 applies to all claims, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise.

17 SEVERABILITY, NO PARTNERSHIP OR AGENCY

- 17.1 If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by any court or competent authority, such provision shall be severed, and the remaining provisions shall remain in full force and effect.
- 17.2 The invalid or unenforceable provision shall, to the extent permitted by Applicable Law, be replaced with a valid and enforceable provision that most closely reflects the intended purpose and effect of the original.
- 17.3 These Terms and Conditions do not create a relationship of employer and employee, principal and agent or partnership between AD Ports and /or the Terminal Operator (as the case may be) and the Port User.

18 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which the relevant Port, Terminal, or facility is located, unless otherwise agreed in writing between the Port User and AD Ports Group or the Terminal Operator (as the case may be).

The parties agree to submit to the exclusive jurisdiction of the competent courts of the jurisdiction in which the relevant Port or Terminal is located for the resolution of any disputes, unless otherwise agreed in writing.

19 SUPPLEMENTARY AND PREVAILING REGULATORY PROVISIONS

These Terms and Conditions are supplementary to, and do not override, any Applicable Law, international laws, port regulations, directives, or statutory instruments issued by competent authorities.

In the event of any conflict or inconsistency between these Terms and Conditions and such legal or regulatory provisions, the latter shall prevail to the extent of the inconsistency.

Port Users shall remain fully responsible for complying with all relevant legal and regulatory requirements in the jurisdiction of the Port, Terminal, or Marine Services location, including but not limited to safety, environmental, customs, security, and maritime obligations.

Where any jurisdiction requires additional formalities or procedures to give legal effect to these Terms and Conditions or their specific provisions, AD Ports Group and/or the relevant Terminal Operator shall undertake reasonable efforts to comply with such requirements to ensure enforceability.

20 ANTI-BRIBERY AND CORRUPTION & COMPLIANCE WITH PORT'S POLICIES

- 20.1 The Port User shall fully comply with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to those enforced in the jurisdiction where the relevant Port or Terminal is located, and any international conventions applicable to AD Ports Group or the Terminal Operator (as the case may be) operations.
- 20.2 The Port User shall not offer, promise, give, request, solicit, or receive, directly or indirectly, any bribe, improper payment, undue advantage, or anything of value that could be perceived as a means to influence a decision or secure improper business advantage in relation to Port or Marine Services.
- 20.3 AD Ports Group or the Terminal Operator (as the case may be) reserves the right to immediately suspend services or terminate the Port User's access to the Port or Terminal in the event of any suspected or proven violation of this clause, without prejudice to any other rights or remedies available under law or contract.
- 20.4 The Port User shall promptly notify AD Ports Group or the Terminal Operator (as the case may be) if it becomes aware of any breach or suspected breach of this clause and shall cooperate fully in any internal or external investigation.
- 20.5 AD Ports Group further reserves the right to report any actual or suspected breach of this clause to the appropriate regulatory, law enforcement, or governmental authority, either in the jurisdiction where the violation occurred or where AD Ports Group is incorporated, without prior notice to the Port User.

21 ELECTRONIC DATA AND COMMUNICATION

- 21.1 Where AD Ports Group and a Port User engage in electronic communication or data exchange (including, but not limited to, Electronic Data Interchange - EDI, email, online platforms, or digital portals), both parties shall take reasonable measures to ensure the accuracy, security, and confidentiality of the transmitted information.
- 21.2 All electronic communications shall be considered legally binding and admissible, subject to applicable law, and may serve as formal evidence of contractual arrangements, instructions, or operational exchanges.
- 21.3 AD Ports Group shall not be liable for any direct or indirect loss or damage resulting from data corruption, interception, system delays, or failures in electronic communication, except where such events are directly caused by its gross negligence or wilful misconduct.



- 21.4 Each party shall retain electronic records and communication logs related to port and terminal transactions for a minimum period of twelve (12) months, or longer where required under applicable legal or regulatory requirements.
- 21.5 When using third-party communication platforms or digital service providers, each party is responsible for implementing appropriate cybersecurity controls, access safeguards, and business continuity measures.
- 21.6 Port Users acknowledge and agree that the collection, handling, and processing of operational or personal data by AD Ports Group shall be conducted in accordance with AD Ports Group's applicable Data Privacy and Protection Policy. By engaging with AD Ports Group systems or submitting data, the Port User consents to such processing and confirms that the data shared complies with applicable local and international data protection laws.

A copy of AD Ports Group's Data Privacy and Protection Policy is available at www.adportsgroup.com or may be provided upon written request.

22 NO PERSONAL LIABILITY

No director, officer, employee, agent, or contractor of AD Ports Group shall have any personal liability whatsoever for any act or omission in connection with the provision of Port access or Marine Services. All claims shall be directed solely against AD Ports Group.

23 CARRIER RESPONSIBILITY FOR THIRD PARTY CLAIMS

Where the Port User acts as a carrier, it shall ensure that its contracts of carriage include appropriate terms limiting liability for claims that may otherwise be passed to AD Ports Group. The Port User shall indemnify and hold AD Ports Group harmless from any such third-party claims not covered under its own contracts.

24 FORCE MAJEURE

AD Ports Group or the Terminal Operator shall not be liable for any failure or delay in performance under these Terms and Conditions if and to the extent such failure or delay is caused by Force Majeure. AD Ports Group or the Terminal Operator (as the case may be) shall notify the Port User as soon as reasonably practicable and resume performance as soon as conditions allow.

25 LANGUAGE

These Terms and Conditions are issued in English. In the event of any conflict or inconsistency between this English version and any translated version, the English version shall prevail.

26 CONTINUAL IMPROVEMENT

These Standard Terms and Conditions for Port Users shall be reviewed on a bi-annual basis as part of AD Ports Group's commitment to continual improvement and alignment with industry best practices and regulatory developments. Where amendments are deemed necessary, the document shall be revised accordingly, and the updated version will be circulated to the relevant clusters, authorities, and stakeholders for review and approval. All substantive changes will be clearly highlighted for ease of reference.

27 REFERENCE

These Terms and Conditions have been developed in accordance with, and are intended to align with, applicable regulatory, legal, and operational frameworks, including the following:

- Applicable local, national, or regional legislation governing port operations, marine services, navigational safety, maritime security, and environmental protection in the jurisdiction where the relevant port is located.
- Regulatory directives and statutory requirements issued by competent governmental or port authorities in each applicable jurisdiction.

- International maritime conventions, codes, and best practices relevant to port and terminal operations, including internationally recognized standards issued by bodies such as the International Maritime Organization (IMO).

These references provide the legal and operational context for the interpretation and application of these Terms and Conditions.

28 DISTRIBUTION OF DOCUMENT

No	Receivers of document
01	This document is publicly available and applicable to all port and terminal users, including vessel operators, shipping agents, terminal operators, contractors, and other parties accessing or using facilities or services provided by AD Ports Group.

29 DOCUMENT REVISION HISTORY

Revision	Date	Change description
01	Feb-2011	Initial issue – Standard Terms and Conditions applicable to Abu Dhabi Commercial Ports.
02	Feb-2026	Updated Terms and Conditions applicable to all AD Ports Group ports and terminals, superseding the February 2011 version.