



ANCHORAGE TERMS AND CONDITIONS AGREEMENT			
DOCUMENT CODE: AP-ATC-F06		PAGE: 01	
ISSUE DATE: 03//10//2019	REV. DATE: 21/05/2023	REV.: 2	

TERMS AND CONDITIONS

FOR SUPPLY OF SERVICE AT PORTS MANAGED BY ASYAD PORTS LLC

ASYAD PORTS L.L.C

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**Terms and conditions for the registered service providers supply of various port services at Ports
Managed by ASAYD PORTS LLC, Sultanate of Oman**


....., a company incorporated under the laws of sultanate of Oman, whose registered office is at, here by acknowledge and abide by the following terms and conditions in performing the various port services permitted to perform at ports managed by ASYAD PORTS LLC.

1. SERVICE QUALITY AND QUANTITIES

- 1.1. The quality and the quantity of service supplied by the registered contractor is a totally an affair to be agreed between the contractor and the service receiver.
- 1.2. While the affair of any guarantees, conditions or warranties, expressed or implied, as to the satisfactory quality, merchantability, fitness or suitability of the service are totally a matter between the contractor and the service receiver, the contractor is expected to maintain the proper service quality and quality of the service agreed without short falls maintaining the reputation of the port.
- 1.3. The contractor shall apply a reasonable quality management system in services and goods supply taking into consideration safety, health and environment issues as well as implementing improvements to the procedures and requirements for services and goods supply within the ports managed by ASYAD PORTS LLC.

2. COMPLIANCE OF THE REGULATORY REQUIREMENTS

- 2.1. The contractor shall carry out the activity of supply of goods and services at the Ports managed by ASYAD PORTS LLC, including anchorages those ports in accordance with the rules and regulations imposed by the governmental authorities listed below:
 - I. Ministry of Environment and Climate Affairs (General Directorate of Environmental Affairs, Pollution Control Center) of Sultanate of Oman;
 - II. Ministry of Oil and Gas of Sultanate of Oman;
 - III. Royal Oman Police General Administration of Customs; and
 - IV. Royal Oman Police Command of Coast Guard Police.
- 2.2. The contractor is responsible to comply with all regulatory requirements of all above authorities and be obliged by their rules, regulations and requirements related to goods and services supplied

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ISSUE DATE: 03//10//2019	REV. DATE: 21/05/2023	REV.: 2	

3. STANDARD OPERATING PROCEDURES AND INTERNATIONAL BEST PRACTICES


- 3.1. The contractor shall follow standard operating procedures according to international best practices of the industry regarding the supply of goods and services at ports managed by ASYAD PORTS LLC.
- 3.2. ASYAD PORTS LLC or any other competent authority may ask for explanations or clarifications on the Standard Operating Procedures to which the contractor shall be obliged to respond.

4. RISKS, ENVIRONMENTAL PROTECTION AND COMPENSATION

- 4.1. The contractor is liable for damage and harm caused solely by the contractor in respect of pollution resulting from leakage, mishandling, collisions, capsizing, equipment and apparatus incompetency and failure, human errors or whatsoever the reason or in any other manner during the supply of goods and services at ports managed by ASYAD PORTS LLC.
- 4.2. The contractor shall compensate the affected parties, engage its full capability for environmental and other recovery operations, remedy the reasons for such incidents, and improve the safe practices. The contractor shall obtain and keep in force a coverage insurance, to cover the compensation of any affected parties, including but not limited to ASYAD PORTS LLC, third parties, the environment and any other affected parties whatsoever during the supply of goods and services.
- 4.3. The contractor shall maintain a Safety data sheet and will present to all Receiving Vessels for their knowledge and compliance of the shipboard persons for the preservation of health, safety and environment during bunkering operation.

5. INDEMNITY BY THE CONTRACTOR

The contractor shall bear all loss, expense and damage and agrees to fully defend, indemnify and hold ASYAD PORTS LLC and its affiliates, and their respective directors, officers and employees, harmless from and against any and all losses, claims, suits, demands, liabilities, costs, expenses (including legal, court, experts' and investigative fees) and causes of action howsoever, arising from (a) illness of, injuries to or death of all or any of the Second party's directors, officers or employees, and of its sub-contractors directors, officers or employees, and (b) damage to, destruction or loss of property (including removal of wreck/debris required by legislation, which for the purposes of this Agreement shall include vessels and pollution control equipment) belonging to the Second party, its directors, officers or employees, or its

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sub-contractors, their directors, officers or employees, in either case (a) or (b) as may be caused by arising out of or incidental to any occurrence in any manner connected with the performance of this Agreement, whether or not such losses, claims, suits, demands, liabilities, costs, expenses and causes of action are occasioned by or are a result in whole or in part of one or more of the following:

- 5.1. The negligence or fault, whether sole, concurrent, active, passive or vicarious of Second party its affiliates and its subcontractors (or all or any of them), or of the directors, officers and employees of the Second party or of any of the foregoing (or all or any one of them);
- 5.2. The unseaworthiness of any vessel or the non-airworthiness of any aircraft owned, chartered or operated by Second party, its affiliates or its or their subcontractors;
- 5.3. Liability imposed upon Second party, its affiliates, its or their subcontractors by reason of any applicable statute, law, rule or regulation;
- 5.4. The use or furnishing by the Second party, its affiliates, its or their subcontractors of any design data, drawings, material, equipment or supplies which are defective or improperly designed; or
- 5.5 Any counterclaim, third party action or independent action brought by any person or entity whomsoever or whatsoever, against all or any of the First party, its affiliates, or subcontractors and its and their respective directors, officers and employees, whether predicated upon contractual indemnity, negligence or strict liability, in which defense, protection, recovery, indemnity or contribution is sought, directly or indirectly, by reason of illness of, injury to or death of the First party's subcontractors directors, officers or employees, or by reason of damage to, destruction of or loss of property belonging to or used by the Second party or its subcontractors or its or their respective directors, officers or employees,


Provided Always that this Clause 5 shall not apply in the event that any such losses, claims, suits, demands, liabilities, costs, expenses (including legal, court, experts' and investigative fees) or causes of action were caused or contributed by, or arose out of the fraud, negligence or willful misconduct on the part of the First party or its affiliates or any of its or their respective directors, officers and employees.

6. FEES

The contractor agrees to pay following tariff to ASYAD PORTS LLC for the various services provided by the contractor at the ports managed by ASYAD PORTS LLC, in addition to the fees applicable as of the published tariff.

Item no	Tariff	Rate RO
1	Sales of Lubrication Oil – per ton	0.400

2	Sales of Fresh Water – royalty per ton (water purchased form ASYAD will be charged at the normal tariff rate separately)	free
3	Supply of Stores items and Ship chandelling services – Royalty per ton	0.500
4	Crew exchanges / Marine personnel /technicians exchanges – per permission	25.000
5	Marine Security Transfer Services – per permission	25.000
6	Emergency Medical Evacuation Services	Free
7	Technical Repairs (Minor, underwater repairs) – per permission	100.000
8	Auxiliary equipment repair and maintenance services – per permission	100.000
9	Various survey services – per permission	100.000
10	Hull Cleaning and tank cleaning – per permission	100.000
11	Garbage disposals – per permission	50.000
12	Slop collection and disposals – per permission	100.00
13	Cargo and Fuel sample courier service – per permission	50.000
14	Bilge collection – per permission	50.000
15	“other services” (permission will be granted subject to harbor master’s discretion) – per permission	25.000

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Contractor Name & Authorized Signatory

ASYAD Authorized Name & Signatory

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Company stamp

ASYAD stamp

Date

Date.....
