National Terminal Carrier Access Terms and Conditions

IMPORTANT

Your attention is specifically drawn to the following elements of these terms and conditions:

1. Fees payable for accessing and using the Terminal are set out in the Public Tariff Schedule, available on the Customer Portal, which DP World may amend from time to time on 30 days' notice (see clause **3** and the Public Tariff Schedule).
2. We may close a Terminal at our discretion and on short notice if there is an Unforeseen Event (see clause 7.3). We may also cancel a Slot in certain circumstances.
3. You must notify us of any damage to person or property (including to a Container or Truck) before departing the Terminal and comply with the claims notification and time limitation requirements set out in clause 18.6 (see clauses 12.1(d), 14.2 and 18.6).
4. You acknowledge that you enter into this Agreement with the knowledge that there are terms which limit the liability of DP World or its related parties, and which impose restrictions on the type and quantum of claims which the Carrier or its Employees may make.

DP World Australia National Terminal Carrier Access Terms and Conditions

INTRODUCTION

Contents of this Agreement

For ease of reference, this Agreement is separated into the following parts:

- INTRODUCTION
- PART 1 – Vehicle Booking System
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- PART 3 – General Terms and Conditions
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- PART 5 – Default and Termination
- DEFINITIONS AND INTERPRETATION
- APPENDIX 1 – Contact Details & Provisions Applicable to PBT
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- APPENDIX 4 – Contact Details & Provisions Applicable to FRT

Recitals

A. DP World Australia Limited ACN 129 842 093 (**DP World**), through its wholly-owned subsidiaries, provides container stevedoring services at the Terminals

B. Each of the Terminals is operated by a Terminal Operating Entity.

C. This Agreement outlines the terms and conditions on which DP World, as agent for the relevant Terminal Operating Entity, agrees to allow Carriers and their Employees to use and access the relevant Terminal.

D. The Carrier agrees to be bound by the terms of use and access under this Agreement.

Agreed Terms

1. Agency

(a) The Parties acknowledge that:

(i) DP World is a party to this Agreement in its own right and as agent for the relevant Terminal Operating Entity;

(ii) DP World may enforce this Agreement in its own right and for and on behalf of each relevant Terminal Operating Entity; and

(iii) the relevant Terminal Operating Entity is bound by, and must comply with, the terms of this Agreement.

(b) DP World warrants that it has authority to enter into this Agreement as agent for the relevant Terminal Operating Entity.

2. Access Agreement and Carrier Warranty

(a) Subject to DP World's acceptance of a Carrier's application for credit (if any) and for use of the Vehicle Booking System (VBS) (including, if applicable, any security provided in connection with that application), the Carrier may use and access the Terminals on and subject to the terms set out in this Agreement.

(b) By using the VBS, the Carrier will be deemed to have accepted and agreed to this Agreement.

(c) The Carrier warrants that it has obtained (or will obtain) all necessary authorisations and consents and taken (or will take) all other actions necessary to ensure that it has full authority to enter into this Agreement on its own behalf and on behalf of, and to bind, each of its Employees, successors and permitted assigns.

3. Variations, Amendments. Precedence and Inconsistency

(a) A Carrier acknowledges and agrees that DP World may vary or amend the provisions of this Agreement and the Fees (including the imposition of New Fees) from time to time, provided any such variation or amendment is communicated to the Carrier via publication on the OneStop Site and the Customer Portal at least 30 calendar days before the variation takes effect (**Notice of Change**).

(b) If a Carrier continues to use the VBS after a Notice of Change is made then the Carrier will be deemed to have accepted and agreed to such variation or amendment.

(c) The Parties agree to be bound by the terms of this Agreement, and all of its constituent parts.

(d) In the event of an inconsistency, ambiguity or discrepancy between any of the parts of this Agreement, the parts shall take precedence in the order in which they are numbered and appear in this Agreement.

Part 1 – Vehicle Booking System
(Clauses 4-10)

4. Overview

The Carrier may access the Terminal by booking a Slot through the VBS using a unique Carrier Access Code, as described more fully in clause 6.3 and in the Appendix relating to each Terminal. A Carrier wishing to use the VBS must be registered (or re-registered, if applicable) as a VBS user. Clause 6 sets out registration requirements.

5. VBS Access

The VBS is accessible through the OneStop Site. A Carrier's VBS usage rights will be determined in accordance with the Carrier Matrix.

6. Registration Requirements

6.1 Registration

(a) The VBS may be used by bona fide Carriers only. For the purposes of this Agreement, a "bona fide" Carrier is a person engaged in a business of transporting Containers to or from a Port by Truck. By registering with the VBS, a Carrier warrants that it is a bona fide Carrier.

(b) To register as a VBS user, the Carrier must complete and submit a registration form on the OneStop Site. https://www.1-stop.biz/signup2/vbs.

(c) If DP World has reasonable grounds to suspect that a person seeking access to the VBS or an existing VBS user (in each case, a ***relevant person***) is not a bona fide Carrier:

(i) the relevant person must provide such information as may be reasonably requested by DP World to verify the relevant person's status as a bona fide Carrier;

(ii) DP World may suspend the relevant person's VBS registration application or VBS usage rights (as applicable) and Terminal access pending receipt by DP World of the information referred to in (i); and

(iii) if the relevant person fails to supply the information in (i) or DP World determines (acting reasonably) that the information supplied under (i) does not verify the relevant person's status as a bona fide Carrier, DP World may terminate the relevant person's registration application or usage rights (as applicable) and any Terminal access rights.

6.2 Registration Fee

(a) Access to the VBS is conditional upon, among other things, payment of the Annual Registration Fee to DP World.

(b) The Annual Registration Fee will be charged on 1 July each year.

6.3 Carrier Access Codes

(a) Upon successful VBS registration, a Carrier is issued with a unique carrier access code (**Carrier Access Code**) for the purpose of accessing and using the VBS. The Carrier is responsible for safeguarding its Carrier Access Code and must not allow any other person, organisation or entity to use the Carrier's unique Carrier Access Code. DP World is entitled to assume that any person who accesses the VBS using a Carrier Access Code is duly authorised by the relevant Carrier to do so and does so for and on behalf of that Carrier.

(b) A Truck Trip must only be made by a Carrier using its own unique Carrier Access Code.

(c) A Carrier must ensure that it and its Related Entities together use no more than one Carrier Access Code to make Bookings through the VBS. A Carrier must not use the Carrier Access Code issued to any other Carrier.

(d) A Carrier can make a Booking during the Carrier's relevant "Class Booking Period" (as defined in the relevant Terminal Appendix).

7. Time Zone Information

7.1 Time Zones

Each Working Day is split into 24 periods within which a Truck is required to arrive at a Terminal for the purpose of being provided with Truck Servicing pursuant to a Booking (each period being a Time Zone, as specified in the Definitions section of this Agreement).

7.2 Additional Slots

Additional Slots may be advertised from time to time on the OneStop Site. In the event an additional Slot is made available, the relevant Carriers will be notified accordingly via the OneStop Site. Additional Slots will be available on a first come first served basis.

7.3 Notified Closures

(a) DP World may (acting reasonably) close a Terminal by giving Carriers not less than 24 hours' prior notice. Slots will be removed over the closed period.

(b) Notwithstanding sub-clause (a), DP World may close a Terminal by giving Carriers less than 24 hours' prior notice if an Unforeseen Event occurs.

Where possible, DP World will use all reasonable endeavours to:

(i) ensure that the Slots immediately prior to closure will have a reduced Truck Servicing period to enable completion of Truck Servicing by the end of the relevant Time Zone and/or to adjust to any restrictions imposed by the Unforeseen Event; and

(ii) make available replacement slots to any Carriers affected by a notified Terminal closure.

7.4 Slot Pooling and Resale

Carriers must not pool or aggregate Slots or attempt to resell those Slots to other Carriers. Carriers must comply with the provisions of the relevant Terminal Appendix governing the Booking and Listing of Slots.

7.5 Stack Run In & Out

(a) A Carrier may apply on the OneStop Site for a Stack Run In and/or Stack Run Out. Any Stack Run approval issued by DP World (at its sole discretion) will be subject to the relevant Terminal's specific operational requirements including but not limited to minimum number requirements, Carrier class booking periods, and to payment of the "Stack Run In/Out" fees specified in the Public Tariff Schedule (**Stack Run In/Out Fee**).

(b) DP World may impose a No-Show Fee for each unused slot if a Carrier does not utilise all the allocated slots for a Stack Run.

7.6 Listing of Slots

(a) A Carrier may List a Slot in accordance with the procedure described in the OneStop Terms.

(b) If a Carrier (**Transferee**) acquires a Booking that has been Listed by another Carrier (**Transferor**), the responsibility for complying with the terms and conditions relating to that Slot vests in the Transferee on transfer.

(c) If a Carrier seeking to transfer a Booking by Listing a Slot is unable to transfer that Booking, the Carrier will remain liable for complying with the terms and conditions relating to that Slot including, if the Carrier does not utilise the Slot, the payment of a No Show Fee.

(d) A Carrier may not List a Slot after the relevant Time Zone has commenced.

8. Information Requirements

8.1 Information

The Carrier must provide all correct information specified in the VBS by no later than ten (10) minutes before the Truck arrives at the Terminal. Such information may without limitation include the following:

(a) the Truck Identification Number of the Truck and the identity of the driver of the Truck that will complete a Truck Trip in respect of a Booking at the Terminal;

(b) with respect to the relevant Container, details about the relevant vessel including the ship code and voyage number;

(c) the commodity group (e.g. Reefer, General, Empty, Out of Gauge, Hazardous);

(d) the length of the Container (e.g. 20', 40', 45');

(e) the Container number;

(f) whether the Container is full or empty;

(g) the Electronic Import Delivery Order (**EIDO**) PIN (if applicable); and

(h) in the case of packed Export Containers, the verified gross mass of the Container together with any other information required to be provided in accordance with the SOLAS Requirements.

8.2 Import Delivery Times

(a) Import Containers must be collected within the first three (3) Working Days commencing on and from the date specified on the OneStop Site (**Free Storage Period**).

(b) The Carrier must pay the charge specified in the Import Storage Fee Schedule available on the Customer Portal in respect of any Import Container that remains stored after the Free Storage Period.

8.3 Export Receival Times

Slots for the receipt of Export Containers are available during a set receival period prior to the arrival of the relevant vessel. These periods will be advertised on the OneStop Site.

8.4 Manual Processing Fee

(a) The Manual Processing Fee will apply to any Container which is not manifested correctly via the VBS auto gate screen for the corresponding Slot.

(b) The Manual Processing Fee will not apply to the processing of break bulk cargo and other transactions not supported by the VBS.

9. VBS Fees

9.1 Fees - General

In consideration of DP World allowing a Carrier to access and use the Terminal in accordance with this Agreement, the Carrier must pay DP World the fees:

(a) as specified in this Agreement;

(b) as set out in the Public Tariff Schedule; and

(c) as notified by DP World to the Carrier from time to time pursuant to clause 3(a) of this Agreement.

(collectively, the **Fees**)

The Fees may include, but shall not be limited to the following:

(i) **OneStop Carrier Cancellation/ Reconnection Fee**, which will be payable in circumstances where a Carrier's access is cancelled in accordance with this Agreement, and subsequently re-instated;

(ii) **Annual Registration Fee**, as described in clause 6.2;

(iii) **Container Turning Fee**, which will be payable if a Truck arrives with Container doors facing the incorrect way for loading into the modules or if a Carrier wishes to turn a Container after having been loaded at the modules;

(iv) **Chain of Responsibility Fee**, which is payable per full import Container;

(v) **Chain of Responsibility Overweight Fee**, which will be payable when a Truck departing the Terminal is shown to be overweight at the exit gate weighbridge and the Truck is re-directed into the Terminal to have a Container removed;

(vi) **Direct Return of Empty Booking Fee**, which will be payable for each confirmed Slot regardless if the Slot is subsequently listed or swapped by the Carrier ;

(vii) **Late Arrival/Wrong Zone Fee**, as defined in clause 13.1 below;

(viii) **Manual Processing Fee**, as described in clause 8.4;

(ix) **No Show Fee**, which will be payable in the circumstances described in clauses 7.5(b), 7.6, 13.1 and 16.2(b);

(x) **Late Import Container Collection Fee**, as described in clause 8.2;

(xi) **PBLIS Administration Fee**, which is payable in connection with the PBLIS Mandatory Standards (PBT only);

(xii) **RFID Tag Fee**, which will be payable in respect of radio frequency identification tags fitted on Trucks entering the Terminal;

(xiii) **Side-loader Fee**, which will be payable by the Carrier on side-loader trailers collecting and dropping off Containers;

(xiv) **Stack Run In/Out Fee**, as described in clause 7.5; and

(xv) **VBS Administration Fee – Electronic**, which will be payable for each confirmed Slot regardless if the Slot is subsequently listed or swapped by the Carrier;

(xvi) **VBS Administration Fee – manual intervention,** which will be payable for each confirmed Slot booked with manual intervention (for example email, phone, text) by the relevant Terminal. A Terminal may permit export and import Slots booked by the same Carrier to be swapped, in which case this fee will be payable for facilitating the swap in addition to the original VBS Administration Fee;

(xvii) **Stack Run In & Out Fee (Full)**, which will be payable for each confirmed Slot regardless if the Slot is subsequently listed or swapped by the Carrier;

(xviii) **Stack Run In & Out Fee (Empty),** which will be payable for each confirmed Slot regardless if the Slot is subsequently listed or swapped by the Carrier.

10. Carrier Class Rules

The Carrier Matrix is used by DP World to determine a Carrier's Carrier Class and is more fully described in the Terminal Appendices.

Part 2 – Conditions of Access
(Clauses 11 to 16)

11. Driver Access

11.1 Training and Induction

(a) The Carrier's access to the relevant Terminal is conditional upon each of its Employees:

(i) having successfully completed the relevant Terminal's Driver Induction and Training; and

(ii) holding and maintaining a current, valid licence to operate the Truck in the Jurisdiction.

Driver Induction and Training must be conducted every 2 years unless refresher training is required earlier as determined by DP World, in its absolute discretion.

11.2 MSIC

The Carrier's Employees must:

(i) obtain and maintain a valid MSIC; and

(ii) present their MSIC at the security gate at the entrance and exits to the Terminal (and at such other times as may be requested by DP World or Maritime Security Guards from time to time).

11.3 Access Rules

Entry to the Terminal is subject to compliance by the Carrier and its Employees with the DP World conditions of entry detailed on the signage at the entrance to the Terminal. By entering the Terminal, the Carrier and its Employees are deemed to have accepted such conditions.

11.4 No liability

No member of the DP World Group will be liable for any delay incurred or suffered by the Carrier, any of the Carrier's Employees or any third party as a result of any failure of, or delay by, the Carrier or any of its Employees to comply with the requirements in clause 11.

12 General Safety and Security Obligations

12.1 General Safety and Security Obligations

At all times when on site at a Terminal, the Carrier must, and must ensure that its Employees, conduct themselves in a safe manner and comply with:

(i) all applicable Laws; and

(ii) the DP World induction, policies and procedures applicable to the Terminal and with all directions issued by DP World or the relevant Terminal Operating Entity (together, the **DP World Systems**) including with respect to health and safety matters, and DP World agrees to make the DP World Systems reasonably available to the Carrier and its Employees on request. The DP World Systems include, without limitation, DP World's Alcohol and Other Drugs Policy (**AOD Policy**).

(b) The Carrier acknowledges that by accessing a Terminal the Carrier and its Employees have read and agreed to comply with the DP World Systems.

(c) The Carrier must:

(i) implement, maintain and enforce its own systems, policies and procedures (**Carrier OHS Systems**) to ensure its compliance, and the compliance of its Employees, with all applicable Laws;

(ii) ensure that the Carrier OHS Systems are drafted (and regularly reviewed) by appropriately experienced and qualified persons based on recent and relevant risk assessments undertaken by similarly appropriately experienced and qualified persons;

(iii) ensure that its Employees understand and are adequately trained in the Carrier OHS Systems and the DP World Systems; and

(iv) provide DP World with copies of the Carrier's OHS Systems if requested.

(d) The Carrier must:

(i) report to DP World immediately (and in any event prior to the Carrier's departure from the Terminal) any incident involving any damage or injury to any property or person or any hazard or potential hazard which occurred or was identified by the Carrier or any of its Employees at the Terminal. The Carrier must complete an incident statement detailing what occurred;

(ii) co-operate and make itself or its Employees reasonably available for investigations into incidents;

(iii) where the Carrier intends to make a Claim against any member of the DP World Group or any of its Employees, comply with the notification and time limitation requirements set out in clause 18.6. The claim must be submitted via email to CCT.claims@dpworld.com.au attaching all supporting documentation including photographs;

(iv) ensure that its Trucks are maintained in good, suitable and roadworthy condition and comply with all Laws, including in respect of road registration and speed limiting devices;

(v) ensure that it has a sufficient number of Trucks and Employees to adequately and safely perform its obligations in this Agreement; and

(vi) without limiting any other obligation in this clause 12, ensure that its Employees take all reasonable steps to ensure that all Containers and/or loads are transported in a safe and secure manner and in accordance with applicable Laws.

If DP World reasonably determines that a Carrier's Employee is not acting in accordance with the requirements set out in this Agreement including the MSIC, Safety and Security obligations, DP World may, acting reasonably, prohibit the Employee from accessing the Terminal and/or require the Carrier or the relevant Employee to complete refresher training, suspend the Carrier or the relevant Employee's access to the Terminal.

12.2 Code of Conduct

(a) The Parties must at all times when accessing a Terminal or otherwise communicating with each other:

(i) act with honesty, integrity and fairness;

(ii) show respect for others;

(iii) not improperly use any information, funds, equipment, property or facilities belonging to the other Party;

(iv) avoid real or apparent conflicts of interests; and

(v) carry out work in a safe, conscientious and competent manner.

(b) Each Party must ensure that its Employees comply with the obligations in clause 12.2(a).

12.3 Drug and Alcohol Testing

(a) Carriers and their Employees may be required to participate in Drug and Alcohol testing carried out by or on behalf of DP World at the Terminal in accordance with DP World Alcohol and Other Drugs (AOD) Policy. By accessing the Terminal, the Carrier and its Employees have read and accepted the AOD Policy and consent to Drug and Alcohol testing. Without limiting the obligations set out in clause 12, Carriers and their Employees must not:

(i) drink alcohol, or smoke or consume illicit drugs at the Terminal; or

(ii) enter the Terminal with a breath alcohol exceeding 0.00 or with drug level exceeding Australian Standards cut off levels;

(b) If a Carrier's Employee fails to comply with any requirement relating to Drug and Alcohol testing, DP World may refuse Terminal entry, or suspend or permanently prohibit Terminal access, to the relevant Employee.

(c) If a Carrier's Employee undergoes a drug or alcohol test and returns a positive result inside a DP World property (***Relevant Employee***), the Carrier must:

(i) replace the Relevant Employee in order for the Carrier to be permitted by DP World to continue to operate the Truck at the Terminal; and

(ii) arrange for the safe transportation of the Relevant Employee from the Terminal.

(d) Without limiting the obligations of the Carrier or any of its Employees under the AOD Policy, if DP World, acting reasonably, believes that an act or omission of a Carrier's Employee amounted to, or may amount to, an actual or potential breach of the AOD Policy:

(i) DP World may require the Employee to participate in Drug and Alcohol testing;

(ii) Where testing identifies a failure to comply with the AOD Policy by an Employee, the Carrier to whom the Employee relates must on demand pay DP World the costs incurred by DP World in conducting the testing, including in respect of the labour and time of any DP World Employee in procuring or carrying out such testing.

13. Arrival Procedures at the Terminal

13.1 Arrival Procedures

(a) A Carrier must make a Booking for every Container it wishes to collect from or deliver to a Terminal.

(b) A Carrier is required to arrive at the Terminal for Truck Servicing within the relevant Time Zone. For example, a Carrier that has booked the Time Zone "08" Slot must arrive at the Terminal between 0800hrs and 0859hrs.

(c) Access to the Terminal by a Carrier for a Booking prior to the commencement of the Time Zone for that Booking will be at DP World's discretion and, if such access is granted, the Carrier may be required to pay DP World the "Early Arrival/ Wrong Zone Fee" applicable to the relevant Terminal, specified in the Public Tariff Schedule (**Early Arrival /Wrong Zone Fee**).

(d) Access to the Terminal for a Booking after the conclusion of the Time Zone for that Booking will be at DP World's discretion and, if such access is granted, the Carrier may be required to pay DP World the "Late Arrival/ Wrong Zone Fee" applicable to the relevant Terminal, specified in the Public Tariff Schedule (**Late Arrival/Wrong Zone Fee**).

(e) If a Carrier fails to attend a Booking (including where such failure is the result of the Carrier's compliance with the requirement of any government authority for customs or biosecurity matters), the Carrier will be charged a "no show fee" at the rate applicable to the relevant Terminal, as specified in the Public Tariff Schedule (**No Show Fee**).

(f) The Carrier must verify the Container number of any loaded Containers before they depart the Terminal.

(g) The Carrier's Employees must present their MSIC at the security gate at the entrance and exits to the

Terminal (and at such other times as may be requested by DP World or Maritime Security Guards from time to time).

14. Departure Procedures at the Terminal

14.1 Import and Export

(a) The Carrier must ensure that the correct Container is loaded onto the Truck prior to departure from the Terminal by verifying the Container number.

(b) The Carrier must secure twistlocks to the Container and ensure that the Container is correctly seated in all four corners.

(c) The Carrier must ensure that all Export Containers to be unloaded have been removed from the Truck prior to the Truck's departure from the Terminal.

14.2 Damage Notification Procedure

(a) Prior to departing a Terminal, the Carrier must notify the relevant Terminal Operating Entity of any:

(i) damage to the Container that would prevent the safe or efficient handling or transportation of the Container;

(ii) damage to the Truck which should reasonably have been noticed by the Carrier or that would prevent the safe or efficient handling or transportation of the Container;

(iii) injury to any person; or

(iv) hazard or potential hazard

(each, a **Claim**)

in accordance with the procedure outlined in clause 12.1(d) (**Damage Notification Procedure**).

(b) To the extent permitted by law, the Carrier and any of its Employees will not be entitled to make any Claim, whether under or in connection with this Agreement or at law, against the DP World Group or any of its Employees unless and to the extent that the Claim was notified to DP World in accordance with the Damage Notification Procedure and the requirements of clause 18.6 have been satisfied.

(c) If any damage to the Container or Truck is discovered by the Carrier that could not have been reasonably noticed by the Carrier after departure from the Terminal, the Carrier must notify the relevant Terminal Operating Entity of the damage to the Container or Truck within three (3) days of its discovery. Such notification will also constitute notification for the purposes of clause 18.6(a), provided it contains the particulars required by that clause.

15. Documentation Requirements

15.1 Obligation to provide information

(a) The Carrier must comply with any applicable legal and regulatory obligations with respect to the provision of information relating to Containers and their cargo.

(b) The Carrier warrants that all information supplied to DP World under this clause 15 is complete and accurate in all respects.

15.2 Export Containers

With respect to Export Containers, the Carrier must upload a pre-receival advice (**PRA**) to the OneStop Site for all Export Containers (whether full or empty) prior to their arrival at the Terminals.

15.3 Import Containers

An EIDO must be lodged electronically through the VBS before being manifested.

15.4 Hazardous Imports & Exports

(a) Prior to completion of the Truck manifest process on the VBS and to entry into the Terminal, a Carrier authorised to deliver or collect a Container carrying hazardous or dangerous materials must lodge all relevant documents required, and comply with all rules and regulations issued, by the relevant government authority in respect of that Container and its cargo, including the Dangerous Goods Law.

(b) Without limiting the Carrier's obligations under any other provision in this Agreement, including with respect to compliance with Laws, a Carrier must not deliver or collect a Container unless it has complied with its obligations under sub-clause (a) and the Carrier's Employee has received all appropriate training, and is duly qualified and authorised, to handle hazardous or dangerous materials.

16. Container Availability

16.1 No holds

The Carrier is responsible for verifying that each Import Container is available and clear of any holds for delivery prior to the arrival of the Carrier at the Terminal.

16.2 Unpaid storage fees

(a) A Carrier will not be able to manifest a Container on the VBS if the Container is subject to unpaid storage fees.

(b) In circumstances where a Carrier attempts to manifest a Container on the VBS with unpaid storage fees, the Carrier may elect to either:

(i) pay all such fees to DP World via Compay prior to being able to manifest the Container on the VBS; or

(ii) not pay the unpaid storage fees, in which case the Carrier will:

(A) not be permitted to manifest the Container on the VBS; and

(B) be required to pay to DP World the No Show Fee.

Part 3 – General Terms and Conditions (Clauses 17 - 28)

17. Payment Terms

17.1 Payment Terms

The Carrier must pay each invoice issued by DP World in connection with this Agreement within:

(a) twenty-eight (28) calendar days after the date of the relevant invoice; or

(b) if the credit limit is exceeded, such earlier time period as is reasonably specified by DP World.

Failure to comply with these payment terms will constitute a material breach of this Agreement and will entitle DP World to terminate this Agreement or suspend the Carrier's access rights in accordance with clause 35. Required payment method is set out on the invoice.

17.2 Time is of the essence

Time is of the essence in respect of the Carrier's obligations to make any payment to DP World in connection with this Agreement.

18. Liability and Indemnity

18.1 Indemnity

The Carrier indemnifies the DP World Group and its Employees (each, a **DP World Indemnified Person**) and DP World indemnifies the Carrier and its Employees (each, a **Carrier Indemnified Person**) in respect of any Loss which a DP World Indemnified Person or a **Carrier Indemnified Person** as the case may be (each, an **Indemnified Person**) pays, suffers, incurs or is liable for in connection with:

(a) a breach of any Law by the other Party or any of its Employees;

(b) personal injury (including sickness or death) caused by an act or omission of the other Party or any of its Employees;

(c) loss of, or damage to, any tangible property caused by an act or omission of the other Party or any of its Employees;

(d) any breach of this Agreement by the other Party or any of its Employees;

(e) any wrongful act or wrongful omission (whether negligent or not) of the other Party or any of its Employees;

(f) any health, safety, environmental or pollution claim by the other Party or any of its Employees; or

(g) any claim by a third party arising out of any act or omission of the other Party or any of its Employees in any way connected with this Agreement,

except to the extent that the Loss is directly attributable to the negligence or wrongful act or wrongful omission of the Indemnified Person or any of its Employees

18.2 Liability Floor

Neither Party will be entitled to make a claim against the other Party under or in connection with this Agreement, whether in contract, tort (including negligence), statute, equity or otherwise in respect of any event or occurrence for an amount less than the Liability Floor Amount.

18.3 Liability Cap

Subject to clause 18.5, the maximum liability of a Party to the other Party arising out of any single event or occurrence under or in any way connected with this Agreement, whether in contract, tort (including negligence), statute, equity or otherwise, is limited to:

(a) in so far as the liability relates to the loss of or damage to the Carrier's Truck:

$100,000; and

(b) in so far as the liability relates to any Loss not covered in (a), including in respect of:

(i) the loss of or damage to any tangible property not specified in (a), including any third party claim brought by another Carrier; or

(ii) personal injury or death:

$20,000,000.

18.4 Consequential loss

Subject to clause 18.5, neither Party will be liable to the other Party for any Consequential Loss under this Agreement except for any amounts:

(i) recoverable by either Party from a third party; or

(ii) recoverable by one Party under any policy of insurance (or would have been recoverable had the policies required under this Agreement been in effect).

18.5 No limitation

Nothing in this Agreement operates to limit or exclude:

(a) liability that cannot by Law be limited or excluded; or

(b) a party's liability resulting from its fraud, wilful misconduct or reckless act or omission.

18.6 Notification and Time Limits for Claims

(a) Subject to clause 18.5 and to the extent permitted by Law, no member of the DP World Group or any of its Employees will be liable for any Claim made by the Carrier or any of its Employees arising out of or in connection with this Agreement, the provision of Truck Servicing or access to or use of a Terminal, unless written notice of the Claim, including reasonable particulars of the circumstances giving rise to the Claim, is provided to DP World within fourteen (14) days of the date of the relevant incident or, where the circumstances giving rise to the Claim could not reasonably have been discovered within that period, within fourteen (14) days of the date on which the Carrier first became aware, or ought reasonably to have become aware, of those circumstances.

(b) Subject to clause 18.5 and to the extent permitted by Law, each member of the DP World Group and its Employees will be discharged from all liability in respect of any Claim referred to in clause 18.6(a) unless court proceedings or arbitration proceedings in respect of that Claim are commenced within twelve (12) months of the date on which notice of the Claim was given in accordance with clause 18.6(a), subject to any applicable extension under clause 33.

(c) This clause 18.6 does not apply to any Claim for personal injury or death, or to the extent that its application would exclude, restrict or modify any right, remedy or liability that cannot lawfully be excluded, restricted or modified.

(d) The requirements of this clause 18.6 are in addition to the Carrier's obligations under clauses 12.1(d) and 14.2 in relation to the notification of incidents, damage and Claims.

(e) Nothing in this clause 18.6 limits or otherwise affects any right or entitlement of DP World, any member of the DP World Group or any of their Employees to bring a Claim against the Carrier or any of its Employees, whether under this Agreement or otherwise at Law.

19. Insurance

19.1 Types of insurance

The Carrier must:

(a) at its own expense effect or cause to be effected the following minimum insurances with a reputable insurer(s) on or before the commencement of this Agreement until its cessation:

(i) third party general liability insurance (including in respect of third party property damage and injury to persons) for an amount of not less than $20,000,000 for any one occurrence and unlimited in the aggregate;

(ii) motor vehicle insurance in respect of all Trucks;

(iii) employer's liability and workers' compensation insurance (including common law liability) as required under any applicable workers' compensation Law and the Carrier must ensure that each of its contractors and subcontractors also effects and maintains insurance under any such Law; and

(iv) any other insurances required by Law, good industry practice or as otherwise reasonably directed by DP World; and

(b) produce evidence of valid insurance to DP World upon request.

19.2 General requirements of insurance

(a) All insurances which the Carrier is required to effect under this Agreement must, with the exception of the insurances required by clauses 19.1(a)(ii) and 19.1(a)(iii), include as a named insured all contractors and subcontractors of the Carrier, and note DP World's interest on the policies.

(b) If, after being requested to do so, the Carrier fails to provide evidence of compliance with its insurance obligations under this Agreement to the reasonable satisfaction of DP World, without prejudice to other remedies available to DP World, DP World may subject to clause 35 suspend the Carrier's access to the VBS and the Terminals until the Carrier produces evidence of current insurance at the required level to DP World.

(c) The insurance does not limit the liabilities or obligations of the Parties to each other under the other provisions of this Agreement, including under clause 18.1.

(d) Each Party must give all such information and assistance to the other Party as may be reasonably practicable in relation to an insurance or other claim by either Party in connection with this Agreement.

20. Unforeseen Events

(a) If either DP World or the Carrier (**Affected Party**) is prevented from or delayed in performing an obligation under this Agreement (other than an obligation to pay money) by an Unforeseen Event, then the relevant obligation of the Affected Party is suspended for the duration of the delay.

(b) An Affected Party seeking to rely on this clause 20 must provide notice to the other Party as soon as possible after the relevant event or circumstance becomes known to the Affected Party.

21. Assignment

21.1 Assignment

The Carrier may not assign or otherwise deal with this Agreement without the prior written consent of DP World, which consent must not be unreasonably withheld.

21.2 Sub-contracting

(a) Despite clause 21.1, the Carrier may subcontract the performance of any or all of its obligations under this Agreement, but the Carrier remains liable for the performance subcontracted and the acts or omissions of the subcontractor and warrants that all subcontractors are aware of and agree to comply with the DP World Systems and AOD Policy and that they consent to Drug and Alcohol Testing.

(b) The Carrier shall:

(i) Ensure that each subcontractor is contractually bound to comply with all the terms, conditions, obligations, and restrictions set out in this Agreement as if such subcontractor were the Carrier;

(ii) ensure that each subcontractor shall not be entitled to make any claim, demand, or bring any legal claim directly against the DP World Group and its Employees, whether in contract, tort (including negligence), equity, or otherwise, arising out of or in connection with this Agreement or the subcontractor's access to DP World terminals; and

(iii) indemnify and hold harmless DP World from and against any and all losses, claims, liabilities, damages, costs, and expenses (including legal fees) arising out of or in connection with any act or omission of any subcontractor, including any breach by a subcontractor of the obligations described in this clause.

22. Change in Law

(a) For the purposes of this clause 22, "**Change in Law**" means a change to any existing Law applicable to the Jurisdiction, including the imposition of a new law or regulation.

(b) The Parties agree that:

(i) the Law regulates how DP World can perform the Truck Servicing and otherwise perform its obligations under this Agreement;

(ii) DP World will not be liable for any failure to comply with any of its obligations under this Agreement to the extent that any such failure is necessary in order to comply with those Laws; and

(iii) if a Change in Law occurs then, subject to clause (c), DP World may amend this Agreement.

(c) Prior to amending this Agreement under clause (b), DP World must, to the extent permissible having regard to the nature and scope of the Change in Law:

(i) provide the Carrier with prior notice in writing of the Change in Law and the proposed amendment to this Agreement (**Proposed Amendment**); and

(ii) use its reasonable endeavours to ensure that the Carrier is not materially adversely affected by the Proposed Amendment.

23. Trustee

(a) This clause 23 applies in circumstances where the Carrier is the trustee of a trust (**Trust**).

(b) Notwithstanding that the Carrier is the trustee of a trust, the Carrier enters into this Agreement personally and in its capacity as a trustee of the Trust.

(c) The Carrier must cause any successor of the Carrier and any person who becomes a trustee of the Trust jointly with the Carrier to execute all documents required by DP World to ensure that this Agreement is binding on them.

(d) The Carrier warrants that:

(i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;

(ii) it has power under the trust deed constituting the Trust (**Trust Deed**) to execute and perform its obligations under this Agreement;

(iii) all necessary action has been taken to authorise the execution and performance of this Agreement under the Trust Deed and the constitution of the Carrier;

(iv) this Agreement is executed and all transactions relating to this Agreement are or will be entered into as part of the due and proper administration of the Trust and are or will be for the benefit of the beneficiaries;

(v) it is not in default under the Trust Deed;

(vi) no vesting date for the Trust fund has been determined;

(vii) it has complied with all fiduciary obligations directly or indirectly imposed on it;

(viii) it has a right to be indemnified out of the assets of the Trust in respect of all of its obligations and liabilities incurred by it under this Agreement; and

(ix) each of the warranties contained in this clause 23 will remain true as long as this Agreement remains in force.

24. GST

(a) Words or expressions used in in this clause 24 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

(b) Unless GST is expressly included, the consideration to be paid or provided under any clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.

(c) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.

(d) The Parties acknowledge their understanding that the supply made by DP World under this Agreement is a taxable supply.

(e) A Party's right to payment under clause (c) is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.

25. No third party rights

No person other than a party to this Agreement will have any rights to enforce any term of this Agreement.

26. Waiver

A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing.

27. Entire agreement

The Agreement is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement and supersedes any prior written agreement or understanding on anything connected with that subject matter.

28. Governing Law and Jurisdiction

This Agreement, and any Dispute (as defined in clause 33) arising under it, will be governed by the laws of the Jurisdiction. The Parties submit to the non-exclusive jurisdiction of the Courts of the Jurisdiction or any competent Federal Court exercising jurisdiction in the Jurisdiction.

Part 4 – Compliance with Laws
(Clauses 29 – 32)

29. Chain of Responsibility & SOLAS Requirements

29.1 Chain of Responsibility Law

(a) The Carrier acknowledges and agrees that DP World takes its responsibilities under the Chain of Responsibility Law seriously.

(b) Without limiting any other provision in this Agreement, the Carrier must:

(i) comply with, and ensure that its Employees comply with, the Chain of Responsibility Law and retain proper, complete and accurate records of such compliance; and

(ii) comply with DP World's 'Chain of Responsibility & SOLAS Policy' (as may be amended from time to time), a link to which can be found on the Customer Portal; and

(iii) comply with the 'National Transport Commission Load Restraint Guide' (as may be amended from time to time), a link to which can be found on the Customer Portal.

(c) The Carrier must maintain policies, procedures and systems in relation to compliance with and management of the Carrier's and its Employees' obligations under the Chain of Responsibility Law (**Carrier COR Systems**), including in respect of the following:

(i) Container and axle group weights;

(ii) fatigue management;

(iii) driver schedules and log books, including work and rest hours;

(iv) mass management, dimension requirements and load restraints;

(v) speed;

(vi) presence and condition of Container seals; and

(vii) hazardous placards.

(d) The Carrier must provide evidence of its compliance with the requirements of this clause if requested by DP World from time to time.

(e) A Carrier must ensure that the Carrier COR Systems are drafted (and regularly reviewed) by appropriately experienced and qualified persons based on recent and relevant risk assessments undertaken by appropriately experienced and qualified persons.

(f) A Carrier must ensure that its Employees understand and are adequately trained in:

(i) the Carrier COR Systems; and

(ii) any policies, procedures or systems of DP World relating to Chain of Responsibility Laws.

(g) A Carrier must provide the appropriate Truck combinations having regard to the size and nature of the relevant Container including with respect to dimensions, mass and load restraint.

(h) The Carrier must immediately report to DP World any instance where the Carrier has received a penalty, notice, direction or Court Attendance Notice from a relevant road authority relating to non-compliance or potential non-compliance with the Chain of Responsibility Law.

(i) If, in DP World's reasonable opinion, a Carrier has failed to comply with an obligation under the Chain of Responsibility Law, DP World may:

(i) suspend the Carrier's right to access the Terminal until such time as the Carrier has demonstrated to the satisfaction of DP World that such failure has been remedied; and/or

(ii) notify the relevant regulator in the event of becoming aware of a breach.

29.2 Truck Mass Limits

Without limiting its obligations under clause 29.1, the Carrier:

(a) must ensure that the individual axle group weights and gross mass of its Trucks are within the legal limits required for the transport of goods by road;

(b) must ensure that all equipment used to transport cargo to and from the Terminal complies with all legal requirements and weight restrictions and is adequately and appropriately maintained and fit for purpose;

(c) must ensure that any goods packed in a Container do not exceed the Container's gross weight or safety approval rating and Container's gross weight inscribed on the Container's Convention for Safe Containers Plate;

(d) must provide a "complying container weight declaration" (as defined in the Heavy Vehicle National Law) to DP World; and

(e) acknowledges that DP World:

(i) relies on cargo weight advices supplied by other parties in the supply chain, including the Carrier and its Employees, as being true and correct; and

(ii) will not be liable for any inaccuracies or omissions in such advices.

29.3 Dimension

Without limiting its obligations under clause 29.1, the Carrier must ensure that:

(a) the dimensions of its Trucks are within the legal limits required for the transport of goods by road; and

(b) all over-dimensional cargo is transported in compliance with all Laws, including any requirement to seek the prior approval of any relevant authority.

29.4 Fatigue Management

(a) Without limiting the Carrier's obligations under clause 29.1, the Carrier must ensure that its Employees do not exceed their maximum regulated hours for driving and working.

(b) DP World will use its reasonable endeavours to provide notifications via the OneStop Site of any excessive delays within the Terminal gates. In circumstances where DP World believes, acting reasonably, that:

(i) activity within a Terminal may cause or contribute to delays; and

(ii) as a result of the delays, cancellation of the relevant Slots is required for fatigue management in respect of the Carrier's Employees,

DP World may, subject to compliance with Laws and this Agreement, cancel the relevant Slots.

(c) Notwithstanding DP World's obligation in clause 29.4(b), the Carrier remains responsible for managing its fatigue-related obligations under the Chain of Responsibility Law.

29.5 Terminal Traffic Regulations

(a) The Carrier acknowledges that DP World has policies and procedures for the regulation of traffic within the Terminals (**Terminal Traffic Regulations**). The Terminal Traffic Regulations include, among other things:

(i) the Terminal's specified speed limits;

(ii) a requirement to remain in the Truck cabin while inside the Terminal yard at all times unless the Truck and relevant Employees are in a designated safe zone and the Employees are wearing appropriate personal protective equipment (**PPE**) as outlined in the site safety induction;

(iii) a requirement to give way to all Terminal vehicles or emergency vehicles at all times;

(iv) a prohibition on driving under suspended loads;

(v) a prohibition on driving through Container stacks and cutting corners;

(vi) a requirement to remain on the main roadways;

(vii) a prohibition on parking in the long travel path of rubber tyred gantries (RTG's);

(viii) a prohibition on parking or making U-turns in the area adjacent to the rear (wharf side) track of the quay cranes where ship lids are stowed; and

(ix) a requirement to maintain awareness of heavy machinery in the Terminal yard.

(b) The Carrier must ensure that it and its Employees comply with the Terminal Traffic Regulations, as they may be amended from time to time.

(c) Without limiting clause 29.5(b), the Carrier must not bring any weapons, children or animals into the Terminal.

29.6 Trucks must use In Gates and Out Gates

(a) Without limiting clause 29.5, a Carrier must ensure that all its Trucks:

(i) only enter a Terminal by joining the service line for entry into that Terminal and by passing through a designated "In Gate" for that Terminal;

(ii) only exit a Terminal by passing through a designated "Out Gate" for that Terminal; and

(iii) do not enter or exit a Terminal by any means other than as set out in this clause 29.6.

(b) Truck passengers will not be permitted entry to the Terminal other than in accordance with clause 29.6(c)

(c) A Truck passenger seeking entry to the Terminal for the purpose of driver training must:

(i) obtain the prior written approval of DP World's Port Facility Security Officer (PFSO) (please refer to the relevant Terminal Appendix for contact details);

(ii) hold a valid MSIC; and

(iii) comply at all times with this Agreement and the applicable policies and procedures in place at the relevant Terminal.

29.7 Safety Clothing and Personal Protective Equipment

The Carrier must ensure that its Employees wear Australian Standards compliant required PPE as outlined at the relevant Terminal induction and in the relevant Terminal's policies and procedures.

29.8 Availability of DP World policies

Where DP World requires a Carrier or any of its Employees to comply with a DP World policy that has been recorded in written form, DP World must:

(a) make available a copy of that policy (as may be amended from time to time) on the Customer Portal; and

(b) communicate any amendments to the policy via publication on the OneStop Site and the Customer Portal.

30. Dangerous Goods

(a) The Carrier acknowledges and agrees that DP World takes its obligations in relation to the transport of dangerous goods seriously.

(b) Without limiting the Carrier's obligations set out in clauses 14.1 and 15.4 or anywhere else in this Agreement or at Law, the Carrier must, and must ensure that its Employees:

(i) comply with the Dangerous Goods Law;

(ii) understand and adhere to DP World's policies and procedures with respect

to the transport of dangerous goods at the Terminals;

(iii) comply with all reasonable requests of and directions by DP World with respect to compliance with Dangerous Goods Law; and

(iv) provide evidence of compliance with this clause 30 and the Dangerous Goods Law, if requested to do so from time to time by DP World.

(c) The Carrier must:

(i) implement, maintain and enforce policies, procedures and systems to ensure its compliance with the Dangerous Goods Law (**Carrier DG Policies**);

(ii) ensure that the Carrier DG Policies are drafted (and regularly reviewed) by appropriately experienced and qualified persons based on recent and relevant risk assessments undertaken by appropriately experienced and qualified persons; and

(iii) ensure that its Employees understand and are adequately trained in the Carrier DG Policies

31. Anti-Bribery and Corruption Laws

31.1 The Carrier must:

(a) comply with all Laws relating to anti-bribery and corruption including but not limited to extra-territorial laws such as the Bribery Act 2010 (UK) and Foreign Corrupt Practices Act (US) (Relevant Requirements);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (UK) or the Foreign Corrupt Practices Act (US) or any other form of bribery or corruption that would constitute an offence in either Australia or any other jurisdiction;

(c) comply with DP World's global Anti-bribery and Corruption Policy (as may be amended from time to time) a link to which can be found on the Customer Portal;

(d) have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to Adequate Procedures to ensure compliance with the Relevant Requirements and 31.1(b) above, and will enforce them where appropriate;

(e) promptly report to DP World any request or demand for any undue financial or other advantage of any kind received by the Carrier or any of its Employees in connection with this Agreement; and

(f) immediately notify DP World (in writing) if a foreign public official becomes an officer or employee of the Carrier or acquires a direct or indirect interest in the Carrier (and the Carrier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement).

31.2 Carrier to ensure compliance by associated persons

(a) The Carrier must ensure that any person associated with the Carrier (including but not limited to any subcontractor of the Carrier) who is procuring access to the Terminal or Truck Servicing in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Carrier this clause 31 (Relevant Terms).

(b) The Carrier will be responsible for the observance and performance by such persons of the Relevant Terms, and will be directly liable to DP World for any breach by such persons of any of the Relevant Terms.

32. Anti-Slavery and Human Trafficking Laws

32.1 The Carrier must:

(a) comply with all Laws relating to anti-slavery and human trafficking including, but not limited to, the Modern Slavery Act 2018; and

(b) comply with any DP World policy relating to Modern Slavery and Human Trafficking (as may be amended from time to time), which can be found on the Customer Portal.

32.2 The Carrier represents and warrants that as of the date of this Agreement:

(a) it has investigated its labour practices, to satisfy itself that there is no modern slavery or human trafficking used anywhere in its business or by any such direct contractors; and

(b) neither the Carrier nor any of its Employees or other persons associated with it:

(i) has been convicted of any offence involving slavery and human trafficking; or

(ii) to the best of its knowledge, has been or is the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with slavery and human trafficking.

32.3 Due Diligence Procedures

The Carrier must implement anti-slavery and human trafficking due diligence procedures for its subcontractors and contractors.

Part 5 – Default and Termination
(Clauses 33 - 35)

33. Dispute Resolution

33.1 Notice

(a) A Party (**Disputing Party**) claiming that a dispute has arisen under or in any way in connection with this Agreement (**Dispute**) must give the other Party a written dispute notice setting out the details of the Dispute and requiring its resolution under this clause 33 (**Dispute Notice**).

(b) For the avoidance of doubt, neither Party is obliged to enter into any form of dispute resolution with the other Party if the Disputing Party fails to provide a Dispute Notice.

33.2 Good faith negotiations

(a) Subject to clause 33.2(b), within 5 Business Days after receipt of a Dispute Notice, the Parties must, through their respected nominated representatives, attempt in good faith to negotiate a resolution of the Dispute.

(b) If the Dispute relates to any damage or injury allegedly caused to any property or person (**Damages Claim**), the negotiations referred to in clause 33.2(a) must be chaired by DP World's General Manager Customer Centre.

33.3 Mediation

If the Dispute is not resolved within 10 Business Days after the Dispute Notice is given to the other Party, the Disputing Party may submit the Dispute to mediation (**Mediation**) in accordance with and subject to The Resolution Institute Mediation Rules. The Mediation must be conducted in Sydney, Australia.

33.4 Arbitration

If the Dispute is not resolved within 28 calendar days after the mediation process referred to in 33.3 is closed, the Disputing Party may submit the Dispute to arbitration (**Arbitration**) in accordance with and subject to The Resolution Institute Arbitration Rules. The Arbitration must be conducted in the Jurisdiction by a single arbitrator.

33.5 Preservation of Claims

Notwithstanding any other provision of this clause 33, the commencement of negotiations or mediation under this clause will not, of itself, constitute the commencement of proceedings for the purposes of clause 18.6(b). However, where a Dispute Notice has been given in accordance with clause 33.1 before the expiry of the period specified in clause 18.6(b), that period will be extended by the duration of any mandatory negotiation or mediation process conducted in accordance with this clause 33, up to a maximum extension of sixty (60) days. Nothing in this clause prevents a Party from commencing proceedings to preserve a Claim where reasonably necessary to avoid the expiry of a limitation period.

33.6 Interlocutory relief

Nothing in this Agreement prevents a Party from seeking urgent interlocutory relief.

34. Interest

In the event that the Carrier fails to pay any amount payable under this Agreement when due, the Carrier must pay to DP World interest on any overdue amount at the rate of the then current Cash Rate Target published by the Reserve Bank of Australia, plus 5 per cent p.a., calculated daily, computed from the due date until the amount is paid in full (both before and after any judgment).

35. Default and Termination

35.1 Default and termination

Without prejudice to its other rights and remedies against the Carrier under this Agreement or otherwise at law, DP World may at any time after an Event of Default occurs, or where DP World reasonably considers it necessary for safety, security or regulatory compliance:

(a) terminate this Agreement with immediate effect; or

(b) de-activate the Carrier's VBS access and suspend access to some or all of the Terminals (together, ***suspend the Carrier's access rights***),

in each case by giving notice in writing to the Carrier (**Default Notice**).

For the avoidance of doubt, a suspension imposed under this clause 35.1 for safety, security or regulatory compliance reasons, where no Event of Default has occurred, is not subject to the remedy procedure in clause 35.3.

35.2 Suspension for Operational Reasons

DP World may, at any time and without prior notice, suspend or restrict a Carrier's access to the VBS or any Terminal where reasonably necessary to address safety risks, congestion, operational inefficiencies, regulatory requirements, or any conduct of the Carrier or its Employees that may adversely impact Terminal operations. Any suspension or restriction imposed under this clause 35.2 is not subject to the notice or remedy requirements in clause 35.3 and may remain in effect for so long as DP World reasonably considers it necessary to address the relevant circumstances.

35.3 Suspension for Default

(a) If DP World elects to suspend the Carrier's access rights under clause 35.1 following an Event of Default which is capable of remedy, the Default Notice must state:

(i) the reason that DP World has elected to suspend the Carrier's access rights; and

(ii) acting reasonably, the date (**Remedy Date**) by which the Carrier must remedy the breach in order for the suspension to be removed.

(b) If the Carrier remedies the breach to DP World's reasonable satisfaction by the Remedy Date, DP World must remove the suspension immediately, in which case DP World will re-activate the Carrier's access to the VBS and Terminals, and may charge the Carrier the Reconnection Fee.

(c) If the Carrier fails to remedy the breach to DP World's reasonable satisfaction by the Remedy Date, this Agreement will automatically terminate at midnight on the Remedy Date.

35.4 After termination

If DP World terminates this Agreement under this clause 35.1, the Carrier must, without prejudice to any other rights or remedies of DP World, immediately pay DP World all outstanding amounts owing in connection with this Agreement.

35.5 No prejudice

On termination of this Agreement under this clause 35.1, each Party retains the rights it had against the other Party in respect of any past breach, in addition to any other rights, powers or remedies provided by Law.

35.6 Clauses surviving termination

This clause 35, the Introduction, the Definitions and Interpretation, and clauses 17 (Payment Terms), 18 (Liability and Indemnity), 25 (No Third Party Rights), 26 (Waiver), 27 (Entire Agreement), 28 (Governing Law and Jurisdiction), 33 (Dispute Resolution), 34 (Interest) survive the termination of this Agreement.

DEFINITIONS AND INTERPRETATION

Interpretation

In this Agreement, the following rules of interpretation apply unless the context requires otherwise:

(a) the singular includes the plural and conversely;

(b) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(c) a reference to legislation or to a provision of legislation includes a modification, re-enactment of or substitution for it and a regulation or statutory instrument issued under it;

(d) unless stated otherwise, one word or provision does not limit the effect of another;

(e) where the Carrier is prohibited from acting or omitting to act in a certain way, the Carrier must ensure that each of its Employees complies with such prohibition;

(f) "including" and similar expressions are not words of limitation;

(g) no provision of this Agreement will be construed adversely to a Party because that Party was responsible for the preparation of this Agreement;

(h) if a provision or part of a provision of this Agreement is illegal, invalid or unenforceable, then that provision or part is severed from this Agreement and this Agreement otherwise remains unaffected; and

(i) in the event of any inconsistency between the body of this Agreement and a Terminal Appendix, the Terminal Appendix will prevail.

Definitions

Adequate Procedure means adequate procedures as referred to in section 7(2) of the Bribery Act 2010 (UK) and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010 (UK) or steps and actions undertaken by a Party which is substantially similar to those set out under the Bribery Act 2010 (UK) to prevent the use of bribery and corruption within the Party's organisation.

Agreement means the agreement comprising these terms and conditions (including the introduction, Sections, any schedules or appendices) as may be amended from time to time.

Annual Registration Fee means the annual registration fee set out in the Public Tariff Schedule, which is payable in advance by the Carrier on 1 July and on each anniversary thereof.

AOD Policy has the meaning given to that expression in clause 12.

Booking means an arrangement between a Carrier and DP World for DP World to provide Truck Servicing at a Terminal for a Truck operated by the Carrier.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Jurisdiction.

Carrier means a person engaged in the business of transporting Containers to or from a Port by Truck and who makes a Booking or a Truck Trip using the Carrier's unique Carrier Access Code, or otherwise accesses a Terminal.

Carrier Access Code has the meaning given to that expression in clause 6.3.

Carrier Class means the level of VBS access allocated to a Carrier from time to time, as determined in accordance with the Carrier Matrix.

Carrier COR Systems has the meaning given to that expression in clause 29.1(c).

Carrier Matrix means the Terminal-specific system for the classification of Carriers into Carrier Classes, as more fully described in Appendices 1 through 4.

Carrier OHS Systems has the meaning given to that expression in clause 12.1(c)(i).

Chain of Responsibility Law means, in so far as it applies to the Jurisdiction, any Law relating to chain of responsibility obligations, including in relation to driver fatigue, fatigue management, vehicle mass and dimension, vehicle maintenance, loading requirements (including load restraint), speed management, towing and coupling requirements, vehicle permits, transport documentation for goods, Container weight declarations, dangerous goods and/or any other matters relating to the safe operation of vehicles, and includes the Heavy Vehicle National Law.

Compay means the payment system available to Carriers to process payments to DP World.

Consequential Loss means any loss or damage which, although it may be in the contemplation of the parties at the time they entered into this Agreement, is not a loss or damage which may fairly and reasonably be considered to arise naturally (that is, in the usual course of things) from the breach or other act or omission, and includes but is not limited to:

(a) special or economic loss;

(b) loss of opportunity (including but not limited to loss of actual or potential business opportunity);

(c) loss of reputation or goodwill;

(d) loss of contract;

(e) loss of income or revenue;

(f) loss of rental or other benefit;

(g) loss of production;

(h) loss of profit; or

(i) loss of sales.

Container means any shipping, freight or intermodal container or other like transport and storage unit for moving products or materials between locations.

Control has the meaning given to that term in the Corporations Act.

Corporations Act means *Corporations Act 2001* (Cth).

Customer Portal means the online customer portal for Carriers, which is available at https://customer.dpworld.com.au/caremore/login.

Dangerous Goods Law means, in so far as it applies to the Jurisdiction, any Law relating to the carriage or storage of dangerous goods or hazardous substances.

Damage Notification Procedure has the meaning given to that expression in clause 14.2.

DP World has the meaning given to that expression in paragraph A in the Introduction.

DP World Group means DP World and any of its Related Entities, including any of the Terminal Operating Entities.

DP World Systems has the meaning given to that expression in clause 12.

Driver Induction and Training means the Terminal-specific safety and access training provided by DP World and required to be completed by the Carrier's Employees on the OneStop Site.

EIDO has the meaning given to that expression in clause 8.1(g).

Employee means:

(a) in relation to a Carrier and in so far as such persons may access a Terminal or have any dealing with DP World:

(i) any of its employees, officers, agents, contractors or subcontractors; and

(ii) any of the employees or contractors of such agents, contractors or subcontractors; and

(b) in relation to the DP World Group and in so far as such persons may have any dealing with the Carrier, any of its employees, officers, agents, contractors or subcontractors, other than the Carrier.

Event of Default means any one or more of the following:

(a) the Carrier breaches any provision of this Agreement (including but not limited to payment of the Annual Registration Fee and any other fees advertised on the Public Tariff Schedule), the breach is capable of remedy and the Carrier does not remedy that breach within 7 calendar days after receipt of written notice to the Carrier requiring it to be remedied;

(b) the Carrier breaches all or any part of clause 6.3(c) (Carrier Access Codes);

(c) the Carrier breaches all or any part of clause 7.4 (Slot Pooling and Resale);

(d) the Carrier breaches any material provision of this Agreement and the breach is not capable of remedy;

(e) there is a change in Control of the Carrier, in respect of which DP World (acting reasonably) has not provided prior consent to;

(f) the Carrier is subject to an Insolvency Event; and

(g) any other event occurs or circumstance arises which, in the reasonable opinion of DP World, is likely to affect materially and adversely the ability of the Carrier to perform all or any of its obligations under or otherwise to comply with the terms of this Agreement, and that event or circumstance continues for at least 7 calendar days after receipt of written notice to the Carrier from DP World.

Export Container means a Container that is to be unloaded from a Truck at a Terminal and which enters or is to enter that Terminal in respect of a Booking.

FIT means DP World's Brisbane Terminal at Fisherman

Islands.

Free Storage Period has the meaning given in clause 8.2.

FRT means DP World's Fremantle Terminal.

Health and Safety Law means in so far as it applies to the Jurisdiction, any Law relating to workplace health and safety including any Chain of Responsibility Law and any SOLAS Requirement.

Heavy Vehicle National Law means the Heavy Vehicle National Law applicable in the relevant Jurisdiction.

Import Container means a Container that is to be loaded on to a Truck at a Terminal and which exits or is to exit that Terminal in respect of a Booking.

Insolvency Event means any of the following, or any analogous, events:

(a) the Carrier disposes of the whole or any part of the Carrier's assets, operations or business other than in the ordinary course of business;

(b) the Carrier ceases, or threatens to cease, carrying on its business;

(c) the Carrier suspends payment of its debts;

(d) where the Carrier is a body corporate:

(i) the Carrier becomes (or steps are taken by any person towards making the Carrier become) an externally-administered body corporate under the Corporations Act; or

(ii) a controller (as defined in the Corporations Act) is appointed over any of the property of the Carrier or any steps are taken for the appointment of a controller; or

(e) where the Carrier is a natural person:

(i) any step is taken for the Carrier to enter into any arrangement or compromise with, or assignment for the benefit of, the Carrier's creditors or any class of the Carrier's creditors; or

(ii) the Carrier commits an act of bankruptcy.

Jurisdiction means the Australian state or territory in which the relevant Terminal is located.

Law means any requirement of any applicable standard, code of practice, award, statute, ordinance, proclamation, by-law, rule or regulation, as amended from time to time

Liability Floor Amount means the amount of $1,000.

List or **Listing** means a process used by Carriers through the VBS to return a Slot for which the Carrier has previously made a Booking to:

(a) make it available to other Carriers for Booking; or

(b) make a new Booking in the same Slot or Time Zone for the purpose of changing the specification of the Booking as import, export, import/export or unspecified.

Loss means loss, damage, liability, charge, outgoing, cost, payment or expense of any nature or kind, including in relation to any claim.

MSIC means a Maritime Security Identification Card.

No Show Fee has the meaning given to that expression in clause 13.1(e).

OneStop Site means http://www.1-Stop.biz, the website platform through which DP World operates the VBS.

OneStop Terms means the terms and conditions set out in the User Guide located on the OneStop Site.

Parties means DP World and the Carrier.

PBT means DP World's Port Botany Terminal.

Port means the port at which the Terminal is located.

Personal Protective Equipment (PPE) has the meaning given to that expression in clause 29.5(a)(ii).

Pre-receival Advice (PRA) has the meaning given to that expression in clause 15.2.

Public Tariff Schedule means the schedule of tariffs published on the Customer Portal as varied from time to time.

Reconnection Fee has the meaning it is given in clause 9.1.

Related Entity has the meaning given to that expression in the Corporations Act.

Slot means an opportunity for the making of a Booking within a Time Zone.

SOLAS Requirement means any Law introduced pursuant to the Safety of Life at Sea (SOLAS) Convention of the International Maritime Organisation.

Stack Run means a bulk delivery or drop-off of Containers by a single Carrier in quantities required by the relevant Terminal Operating Entity.

Terminal means each of the following port terminals set out below and from which DP World or a Terminal Operating Entity conducts business:

TERMINAL	ACRONYM
Port Botany, NSW	PBT
West Swanson, VIC	WST
Fisherman Islands, QLD	FIT
Fremantle, WA	FRT

Terminal Appendix means any of the Terminal-specific appendices attached to this Agreement.

Terminal Operating Entity, in respect of a Terminal, means the DP World subsidiary which operates that Terminal, as shown in the following table:

TERMINAL	ACRONYM	RELEVANT TERMINAL OPERATING ENTITY
Port Botany, NSW	PBT	DP World Sydney Limited (ACN 001 351 159)
West Swanson, VIC	WST	DP World Melbourne Limited (ACN 000 049 301)
Fisherman Islands, QLD	FIT	DP World Brisbane Pty Limited (ACN 130 876 701)
Fremantle, WA	FRT	DP World (Fremantle) Limited (ACN 009 106 763)

Terminal Traffic Regulations has the meaning given to that expression in clause 29.5(a) and are commonly known as Terminal Traffic Management Plans.

Time Zone means any one of the following 24 periods. Slot numbers consist of 9 alpha-numeric characters. The first 2 numeric characters indicate the relevant Time Zone based upon the 24-hour clock system. These characters are followed by 1 alphabetical character to indicate whether the Slot is an import Slot (I) or an export Slot (E). The last 6 numeric characters are the sequential Slot numbers:

Daily Time Slot Times	Zone ID	Full Prefix Codes	
		IMP	EXP
0000 – 0059	00	00I	00E
0100 - 0159	01	01I	01E
0200 - 0259	02	02I	02E
0300 – 0359	03	03I	03E
0400 – 0459	04	04I	04E
0500 – 0559	05	05I	05E
0600 – 0659	06	06I	06E
0700 – 0759	07	07I	07E
0800 – 0859	08	08I	08E
0900 – 0959	09	09I	09E
1000 – 1059	10	10I	10E
1100 – 1159	11	11I	11E
1200 – 1259	12	12I	12E
1300 – 1359	13	13I	13E
1400 – 1459	14	14I	14E
1500 – 1559	15	15I	15E
1600 – 1659	16	16I	16E
1700 – 1759	17	17I	17E
1800 – 1859	18	18I	18E
1900 – 1959	19	19I	19E
2000 – 2059	20	20I	20E
2100 – 2159	21	21I	21E
2200 – 2259	22	22I	22E
2300 – 2359	23	23I	23E

Truck means a vehicle used to transport a Container to or from a Terminal by road and includes any trailers or other equipment or parts attached to the vehicle. A Truck is operated by a Carrier if the Truck is used for the purposes of the business of the Carrier by the Carrier or by any of its Employees.

Truck Identification Number or BAT means the unique identifier of a Truck as registered with DP World and/or the number of a Truck as displayed on the registered number plates of that Truck.

Truck Servicing means the loading or unloading of Containers onto or from Trucks at a Terminal, and includes any service that is incidental to that loading or unloading.

Truck Trip means the entry and subsequent exit of a Truck into a Terminal pursuant to a Booking for the purposes of receiving Truck Services from the relevant Terminal Operating Entity.

Unforeseen Event has the following meaning:

(a) in the case of PBT, has the meaning given to that expression in PBLIS Mandatory Standards (as defined in Terminal Appendix 1); and

(b) in the case of FIT, FRT and WST, means anything outside DP World's reasonable control, including without limitation, fire, flood, drought, storm (or other adverse weather conditions), lightning, act of God, peril of sea or air, explosion, radioactive or chemical contamination, sabotage, accident, embargo or trade restriction, blockade, labour dispute, strike or shortage, civil commotion, curfew, act of war, actual or threatened act of terrorism, pressure waves caused by aircraft or other devices, meteorites, epidemic, plague, quarantine or expropriation, confiscation or nationalisation of container park assets by government authority.

Vehicle Booking System or **VBS** means the vehicle booking system operated for the relevant Terminal by DP World through the OneStop Site.

Working Day in relation to a Port, means that part of the day during which work is carried on in the Port.

WST means DP World's West Swanson Terminal.

APPENDIX 1: PROVISIONS APPLICABLE TO PBT (Port Botany Terminal, Sydney)

1. Terminal Contact Details

Transport office:	02 9394 0110 or: pbt.transport@dpworld.com.au
Shift Supervisor:	02 9394 0911 or: pbt.supervisors@dpworld.com.au
Landside Superintendent:	02 9394 0943
PBLIS Email:	pbt.pblis@dpworld.com.au
Yard Planner:	02 9394 0951 pbt.yardplanners@dpworld.com.au
PFSO:	Peter Armenis 0402 889 162

2. Port Botany Landside Improvement Strategy (PBLIS)

(a) DP World and the Carrier must comply with the Port Botany Landside Operations Mandatory Standards under Part 6 of the *Ports and Maritime Administration Regulation 2021* (NSW) (as amended, repealed or replaced from time to time) (**PBLIS Mandatory Standards**).

(b) If a PBLIS Mandatory Standard is inconsistent with any provision in this Agreement, the PBLIS Mandatory Standard will prevail to the extent of any such inconsistency.

3. Carrier Class

(a) A Carrier will be allocated one of the below listed Carrier Classes. A Carrier's Carrier Class may change from time to time pursuant to the quarterly re-classification referred to below in sub-clause (c) below. The Carrier Class determines the level of VBS access allocated to a Carrier. A Carrier may not be registered in multiple Carrier Classes.

(b) The Carrier Classes are as follows:

(i) Small Carriers (A Class Carriers); and

(ii) Large Carriers (B Class Carriers).

(c) Each Carrier's Carrier Class classification is reviewed (and may be amended) on a quarterly basis in accordance with the PBLIS Mandatory Standards.

4. Allocation of Slots

(a) A pool of Slots (**Allocation**) is made available to Carriers during the relevant Booking Period (as described further in clause 5 of this Appendix 1).

(b) DP World must make available no less than the minimum number of Slots (as specified on the OneStop Site) during each Time Zone.

5. Booking of Slots

Bookings for each Carrier Class will be available in accordance with and subject to the OneStop Terms and in accordance with this Agreement.

(a) Bookings open at least two (2) Working Days prior to the relevant Slot (**Booking Period**) as per below.

Slot drop day	Slot drop time	Days in advance	Released day
Mon	9:00	2	Wed
Tues	9:00	2	Thurs
Wed	9:00	2	Fri
Thurs	9:00	2	Sat
Thurs	11:30	3	Sun
Fri	9:00	3	Mon
Fri	11:30	4	Tues

(b) Changes to the Booking Period due to public holidays or an Unforeseen Event will be announced to Carriers on the OneStop site.

(c) During the relevant Booking Period, a Carrier may book a maximum number of Slots per Time Zone (**Maximum Carrier Allotment**).

(d) At the expiry of a Booking Period, all Carriers will have access to book unused Slots on a first come first served basis with no Carrier Class restrictions.

(e) Booking times may be implemented and amended from time to time by DP World by giving notice to the Carriers and in accordance with PBLIS.

(f) Booking of Slots is at Carrier's responsibility–An estimate discharge time is supplied as an aid for Carriers to have more insight into when their imports are ready. For avoidance of doubt, estimate times identified on the OneStop Site are merely approximate times.

6. Cancellation & Listing of Bookings

6.1 Cancellation & Listing of Bookings by a Carrier

(a) A Carrier must not cancel a Booking for a Slot other than by Listing that Booking.

(b) A Booking for a Slot that is Listed is not a cancelled Booking unless:

(i) the Carrier Listed the Booking within 12 hours prior to the commencement of the Time Zone in which the Booking occurs; or

(ii) the Carrier Listed the Booking within 24 hours and not less than 12 hours prior to the commencement of the Time Zone in which the Booking occurs and, before the commencement of that Time Zone, that Slot is not Booked again by the Carrier or is not Booked by another Carrier.

(c) For the avoidance of doubt, a Carrier who changes the details of the Truck Identification Number and/or driver details for a Booking by no later than ten (10) minutes prior to entry to the Terminal is not deemed to have Listed the Booking.

6.2 Cancellation & Listing of Bookings by DP World

(a) If a Carrier fails to provide:

(i) in the case of a Booking for an Import Container, the relevant Container number; or

(ii) in the case of a Booking for an Export Container, the details of the relevant vessel,

by no earlier than four (4) hours and by no later than four and a half (4 ½) hours after the Booking was made, or within such other timeframe notified by Transport for NSW from time to time in accordance with the PBLIS Mandatory Standards, in which case that notified timeframe will prevail, then DP World must cancel the Booking.

(b) DP World must not cancel a Booking unless:

(i) the Carrier has failed to specify the relevant Container number or the details of the vessel (as applicable) in accordance with clause 6.2(a) of this Appendix 1;

(ii) that Booking has not been made by or at the request of a Carrier;

(iii) it has received the prior approval of Transport for NSW; or

(iv) as otherwise permitted under clause 7.3 (Notified Closures).

6.3 DP World must make certain cancelled Slots available

If:

(a) a Carrier cancels a Booking in accordance with clause 6.1 of this Appendix 1; or

(b) DP World cancels a Booking in accordance with clause 6.2 of this Appendix 1,

then DP World must:

(c) immediately make the relevant Slot available to all Carriers for Booking; and

(d) accept a Booking for the relevant Slot before accepting a Booking for any other Slot which occurs in the same Time Zone as the cancelled Slot.

7. Truck Identification Number

The Carrier must ensure that the Truck Identification Number is:

(a) clearly and prominently located on both doors (driver & passenger) and on the cabin roof of the relevant Truck; and

(b) at least 30cm long and 20 cm high (A4 Landscape size).

8. Engaging/Disengaging Trailer/Tray Twistlocks

The Carrier must ensure that twistlocks are rotated to allow loading/unloading of the Container in the Truck parking area prior to the Truck entering the Terminal yard. Trucks requiring a change of the configuration of the twistlocks on the trailer/tray must proceed to the designated Truck pinning area. Prior to departing the Terminal, the Carrier must ensure that all Containers are correctly secured, twistlocks are to be secured only in the designated area.

9. Damage Notification Procedure

Without limiting clause 14.2 of this Agreement, prior to departing a Terminal, the Carrier must notify the relevant Terminal Operating Entity of any damage to the Container which should reasonably have been noticed by the Carrier, in accordance with the procedure outlined in clause 12.1(d) of Part 2 of this Agreement.

APPENDIX 2: PROVISIONS APPLICABLE TO WST (West Swanson Terminal, Melbourne)

1. Terminal Contact Details

Receival & Delivery Coordinator:	03 9680 0817 or WST.RD@dpworld.com.au
Landside Manager	03 9680 0830
Shift Manager	03 9680 0754
PFSO:	Brian Mason 03 9680 0802

2. Allocation of Slots

Slots will be made available to Carriers in accordance with the OneStop Terms.

3. Carrier Classes – Rules & Terms

Bookings for each Carrier will be available in accordance with and subject to One-Stop Terms and in accordance with this Agreement.

The VBS usage of all Carriers is reviewed and ranked on a quarterly basis. This may result in changes to a Carrier from quarter to quarter.

4. Cancellations

DP World reserves the right to cancel Time Zones and Slots. In the event DP World cancels a Time Zone, DP World will exercise reasonable endeavours to provide at least one (1) hour's notice and to assist the relevant Carriers in securing replacement Slots.

APPENDIX 3: PROVISIONS APPLICABLE TO FIT (Fisherman's Island Terminal, Brisbane)

1. Terminal Contact Details

VBS Coordinator:	07 3895 9360
Landside Manager:	07 3895 9113
Production Team 24/7 & VBS after hours:	07 3895 9124
VBS Email:	fit.vbs@dpworld.com.a u
PFSO:	Robert Burns 07 3895 9324

2. Allocation of Slots

Slots will be made available to Carriers in accordance with the 1-Stop Terms.

3. Import and Export Slot Swapping

(a) Subject to sub-clauses (b) and (c), a Carrier may swap its own import and export Slots to facilitate back loading (**Slot Swaps**).

(b) Slot Swaps may only be for the same category of Container. For example, a Slot for an import may only be exchanged for another import Slot.

(c) Slot Swapping must be conducted in accordance with the OneStop Terms.

4. Changing a Booking

A Carrier may change a Slot if the booking information specified in clause 8.1 is provided prior to the relevant Truck's arrival at the Terminal. The Carrier cannot change a Booking for an import container for an export container, and vice versa.

5. Engaging/Disengaging Trailer/Tray Twistlocks

(a) The Carrier must ensure that twistlocks are rotated to allow loading/unloading of the Container:

(i) in the truck lane at the Auto Stacking Cranes (**ASC**); or

(ii) once on the truck grid, in the old Terminal yard parking area prior to entering the Terminal yard.

Trucks requiring a change of the configuration of the twistlocks on the trailer/tray may do so only after the ASC has departed the truck lane or after the yard machine has departed from the vicinity of the truck grid and the driver has confirmed the area is clear.

(b) Carriers operating side loader Trucks must ensure that lifting chains have been removed from the Container, and are stowed well clear of the Container, to avoid damage during unloading operations.

6. Cancellations

(a) A Carrier may not cancel a Booking once it has been entered in the VBS.

(b) In the event DP World cancels a Time Zone, DP World will use its reasonable endeavours to provide at least one (1) hours' notice and to assist the relevant Carriers in securing replacement Slots.

7. Vehicle Identification / BAT Numbers

All Carriers must have a DP World authorised BAT number, which number must be:

(a) clearly and prominently located on both doors (driver & passenger) and on the cabin roof of the relevant vehicle; and

(b) at least 30cm long and 20 cm high (A4 Landscape size).

APPENDIX 4: PROVISIONS APPLICABLE TO FRT (Fremantle Terminal, Fremantle)

1. Terminal Contact Details

Customer Service – Switchboard:	08 9430 0111
Transport Coordinator:	08 9430 0131
Operations Supervisor:	08 9430 0155
VBS Email:	frt.vbs@dpworld.com.au
PFSO:	Kalon Hankinson - 08 9430 0129

2. Carrier Classes

The top 10 Carriers based on volume moved through FRT in a 12-month period will be allocated "Major Carrier" status. Carrier Classes for all Carriers will be reviewed (and may be amended) by DP World on an annual basis.

(a) A Carrier will be allocated one of the below listed Carrier Classes from time to time. As noted above, a Carrier's Carrier Class may change on an annual basis. The Carrier Class determines the level of VBS access allocated to a Carrier. A Carrier may not be registered in multiple Carrier Classes.

(b) The Carrier Classes are:

(i) Standard Carrier: Standard Booking times and exclusivity periods – Refer to Part A of clause 4 of this Appendix 4 for further details.

(ii) Major Carrier: Enhanced Booking times and exclusivity periods – Refer to Part B of clause 4 of this Appendix 4 for further details.

3. Allocation of Slots

(a) A pool of Slots (**Allocation**) is made available to each Carrier Class during the relevant Carrier Class Booking Period (as described in clause 4 of this Appendix 4). The Carrier Class Booking times may be amended from time to time by DP World by notice to Carriers.

(b) During the relevant Carrier Class Booking Period, a Carrier may book a maximum number of Slots per Time Zone (**Maximum Carrier Allotment**). The Maximum Carrier Allotment may vary between Time Zones.

(c) At the expiry of a Carrier Class Booking Period, all Carriers will have access to book unused Slots on a first come first served basis with no Carrier Class restrictions.

4. Carrier Classes – Rules & Terms

Bookings for each Carrier Class will be available in accordance with and subject to the OneStop Terms and in accordance with this Agreement.

Part A – Standard Carriers

(a) Bookings open from 1000 hrs to 1050 hrs one (1) Working Day prior to the relevant Time Slot (**Standard Carrier Booking Period**). For example, Bookings for a Slot on Wednesday open at 1000 hrs on Tuesday.

(b) During the Standard Carrier Booking Period, each Standard Carrier has exclusive access to the Standard Carrier Allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the Standard Carrier Booking Period, there are any remaining available Slots showing on the VBS, any Carrier (including a Major Carrier) may book such Slots.

Part B – Major Carriers

(a) Bookings open from 0900 hrs to 0950 hrs one (1) Working Day prior to the relevant Slot (**B Class Booking Period**). For example, Bookings for a Slot on Wednesday open at 0900 hrs on Tuesday.

(b) During the B Class Booking Period, each 'B' Class Carrier has exclusive access to the B Class Allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the B Class Booking Period, there are any remaining Slots showing on the VBS, any Carrier (including a Standard Carrier) may book such Slots.

5. Cancellations

(a) A Carrier may not cancel a Booking once it has been entered in the VBS. DP World reserves the right to cancel Time Zones and Slots within Time Zone.

(b) In the event DP World cancels a Time Zone, DP World will use its reasonable endeavours to provide at least one hour's notice and to assist the relevant Carriers in securing replacement Slots.

6. Vehicle Identification/BAT numbers

All Carriers must have a DP World authorised vehicle identification/BAT number, which must be:

(a) clearly and prominently located on both doors (driver & passenger) and on the cabin roof of the relevant vehicle; and

(b) at least 30cm long and 20 cm high (A4 Landscape size).

7. Engaging/Disengaging Trailer/Tray Twistlocks

The Carrier must ensure that twistlocks and side lifter chains are disengaged to allow loading/unloading of the Container in the Truck green zone prior to the Truck entering the Terminal operational area. Trucks requiring a change of the configuration of the twistlocks on the trailer/tray must do so in the designated green zone. Prior to departing the Terminal, the Carrier must ensure that all Containers are correctly secured.

8. Damage Notification Procedure

Without limiting clause 14.2 of this Agreement, prior to departing a Terminal, the Carrier must notify the relevant Terminal Operating Entity of any damage to the Container which should reasonably have been noticed by the Carrier, in accordance with the procedure outlined in clause 12.1(d) of Part 2 of this Agreement.