

## JSW Jaigarh Port Limited - Tariff

Annexure I - Applicable for Vessel having GRT more than 7500

Description	Scale of Rates	
	Mechanized Berth / LNGC Vessels	Non-Mechanized Berth
<b>Berth Type / No.</b>		
<b>Vessel Related Charges (Per G.T.)</b>		
<b>J-1 Port Dues (Per G.T. in USD)</b>		
Upto 30000	0.33	0.21
30000 - 60000	0.33	0.33
60000 and above	0.33	0.33
Minimum Charges Rs. 50000 per vessel is applicable (Port dues applicable per call and maximum validity is 30 days)		

<b>J-2 Pilotage &amp; Towage (Per G.T. in USD)</b>		
Upto 30000	0.36	0.36
30000 - 60000	0.48	0.48
60000 and above	0.60	0.60
Minimum Charges Rs. 50000/- per vessel G.T. upto 30000 & Rs. 75000/- for Others Includes one time Berthing and Un-berthing		

<b>J-3 Pilot Attendance Charges in USD/Hr.</b>		
Pilot attendance	100	
When a Pilot is required to stay on board the vessel on request of the Master/Terminal or When the port decides to post pilot for Safety of Vessel/Port.		

<b>J-4 Berth Hire Charges (Per G.T. / Per Hour in USD) ( First line to all Cast off)</b>		
Upto 30000	0.015	0.010
30000 - 60000	0.020	0.015
60000 and above	0.020	0.015
Minimum Charges Rs. 25000/- per vessel G.T. upto 30000 & Rs. 50000/- for Others		

<b>J-5 Anchorage Charges (Per G.T. / Per Day in USD)</b>		
Upto 30000	0.06	
30000 - 60000	0.09	
60000 and above	0.09	
{A} Includes vessel occupying in anchorage for purpose of bunkering, taking ship's supplies or changing members of crew, but without loading or discharging cargo.		
{B} If a vessel arrives at Jaigarh Port and in spite of an availability of berth, the Master does not choose to berth the vessel for any reason (i.e. Option of Master / Charter / Agent / Shipper / Receiver), then Anchorage charges as per Port Tariff is applicable.		
{C} Anchorage charges will be applicable from the time of vessel dropping anchor till the time pilot board the vessel for berthing, for all vessel anchoring within port limits other than the below:		
Those vessels which are governed by individual service contract.		

<b>J-6 Cancellation OR Amendment of an application for Port Clearance</b>	
Application for Port Clearance	NIL
1st Re-application / Amendment	\$ 50
Each subsequent Re-application / Amendment	\$ 100

<b>J-7 Fees payable by Bunker Craft Operator / Supplier</b>	
Bunkering License (Bunker Supplier Fee)	\$ 150 per year
Bunkering License (Bunker Craft Operator Fee)	\$ 150 per year
Reinspection fee for Bunker Tanker	\$ 160 per inspection
Administrative fee for retrieval of tank calibration table	\$ 15 per retrieval

<b>J-8 Shifting / Warping</b>		
Shifting Charges (Per Shifting Berth to Berth)	\$ 0.30 per G.T.	Minimum Pilotage Charges applicable
Warping Charges (One Warping)	\$ 0.15 per G.T.	

<b>J-9 Barge Entry Charges</b>	<b>Rs. 1,00,000 per Activity</b>
<p>The rate mentioned above is in addition to port dues / pilotage charges  Activity includes berthing / un-berthing  Any Tug used for Berthing / Un-berthing to be charged as per Port Tariff  Pilotage will start / complete only when the barge is secured as a hip tow to the towing tug.  If LOA &gt; 70 mtrs. and beam &gt; 25 mtrs, then acceptance will be on case by case basis.</p>	

<b>J-10 Berthing Process Charges -</b>	
<b>Pilotage Cancellation Charges (Berthing)</b>	\$ 500 - if cancelled between One Hr.till pilot boarding
	\$ 1500 - If cancelled after pilot boarding
<b>Pilotage Detention Charges (Berthing)</b>	NIL - First 30 min. delay from the nominated pilot boarding time
	\$ 1500 - Per 30 min. slab or part thereof and applicable when delay is more than 30 minutes.

<b>J-8 Un-Berthing Process Charges - Vessel should be ready in all respect for sailing at the nominated Pilot boarding time. In exceptional cases, a maximum delay up to 30 minutes after Pilot boarding time will be allowed if the unberthing of the vessel is delayed beyond 30 minutes after POB timing due to non-readiness of the vessel, pilot detention charges will become applicable for the entire duration of delay including first 30 minutes</b>	
<b>Pilotage Cancellation Charges (Unberthing)</b>	\$ 500 - if cancelled between One Hr. till pilot boarding
	\$ 1500 - If cancelled after pilot boarding
<b>Pilotage Detention Charges (Unberthing)</b>	\$1500 - For first 30 minutes delay from pilot boarding time
	\$ 1500 - for Subsequent delays on a slab of 30 minutes.

<b>J-9 Additional Tug Hire Charges other than Pilotage and Towage</b>	
<b>\$750 per Hour or part thereof per Tug</b>	Tug hire charges for any activity (berthing / un-berthing / shifting / warping / tug assistance at berth/Standby on vessel account due to Port requirement /Personal transfer/ transfer of provision, Store or any other purpose within the safe operating limit of the Tug)

<b>J-10 Cold Move Charges</b>	
<p>1. Planned Cold move for berthing of vessel will be carried out only on prior approval with the concerned agency, however no Prior approval will be necessary for cold move of a vessel which is already at berth. Port decision to vacate the berth (to accommodate any waiting vessel) will be final. Charges for each process of berthing / un-berthing / shifting will be in addition to the pilotage charges and will be as follows.</p> <ul style="list-style-type: none"> <li>➤ 5 times the pilotage charges (subject to minimum clause).</li> <li>➤ All Tugs used for the planned cold move will be charged extra on hourly basis as per port Tariff.</li> </ul>	
<p>3. Whenever the engine /Steering gear fails during berthing / un-berthing / shifting / warping - It will be treated as cold move &amp; will be charged at twice the normal pilotage charges (subject to minimum clause) and any additional tug/tugs used due to above failure for the movement will be charged as per port tariff on an hourly basis. Cold Move charges will be over and above the normal pilotage and Towage charges.</p>	

<b>J-11 Penal Berth Hire(Over and above the berth hire as mentioned under Point no. J-4)</b>	
<b>\$1000 per Hour</b>	Applicable when Vessel is unable to commence cargo operations within 2 hours of All Fast time ( <b>For Molasses vessels the mentioned 2 hrs. to be read as 4 hrs.</b> )
	Applicable when Vessel is not ready to sail (i.e. Fail to book outward pilot memo) after 2 hours from the time of completion of cargo. ( <b>For Molasses vessels the mentioned 2 hrs. to be read as 4 hrs.</b> )
	Applicable when Vessel discontinues cargo operations (loading / discharging) for vessel's own reasons.

<b>J-12 Additional Charges as per requirement</b>	
<p>1. Immobilization at berth - Permission will be granted at port's discretion. An immobilization charge of Rs. 30000/- per day for the 1st day is payable, and thereafter at the rate of Rs. 15,000/- per 12 hour slab. (Please note charges would not be applicable if same is carried out at anchorage, However permission for the same would be required from Marine Control Tower in writing)</p>	
<p>2. For vessels entering at Jaigad Port limits &amp; not using the berth facilities of JSW Jaigarh Port will be charged as follows :</p>	
<p>a. Port dues at \$0.24 per G.T. (subject to minimum clause).</p>	
<p>b. Anchorage charges at \$0.12 per G.T. per day.</p>	
<p>3. If the vessel has any defects with machinery or any equipment (Other than Main Engine / Steering System), same will be considered for berthing only with Prior approval from Port. Port will have full right to provide any additional resources (Extra Pilot /Tug) for any movement (Berthing /Unberthing / Warping) and same will be charged extra as per Port tariff.</p>	

<b>J-13 Miscellaneous Service Charges (Subject to Prior approval and permission from Port)</b>	
<b>Security</b>	Rs. 3000/- per Calendar Day / Guard
<b>Garbage</b>	USD 150 / trip (Subject to max qty per trip 2.5M3)

Shore Gangway	Rs. 4500/- per Calender Day
Hydra	Rs. 8000/- per 4 hour slab (minimum)
Ship Chandelling	Rs. 5000/- per shipping bill
Fresh Water	Rs. 225/- per MT
Invoice Revise	Rs. 20000/- per cancellation of Invoice
NDC Revalidation	Rs. 1000/- per revalidation or changing NDC
Hot-work Permission	Rs. 5000/- per 4 hour slab (minimum)
Permission for under Water Survey and Inspection	Rs. 10,000/ 12 Hrs slab
Life Boat /Rescue Boat lowering permission at Berth (Only for 1 hr)	Rs. 10,000
Service Boat if it is acceptable to the vessel	Rs. 8000/hour or part

**J-15 Tariff for Equipments / Gear Handling**

Equipment	Rate	Slab Chgs(Min. chargeable - one slab - 4 hrs.)
1. Shore Crane	Rs. 40500/-	04 Hrs.
2. Forklift 32 MT SWL	Rs. 12500/-	04 Hrs.
3. Forklift shifting by Shore Crane	Rs. 3500/-	Every Shifting per activity
		(jetty to hatch - 1 shifting)
		(hatch to jetty - 1 shifting)
		(one hatch to another hatch - 2 shiftings)
4. Shore Power Supply	Rs. 50/-	Per Unit / Hrs.
5. Excavator EX-200/210	Rs. 9500/-	04 Hrs.
6. Weigh Bridge Charges	Rs. 80/-	

**J-16 Wharfage Charges (As per Maharashtra Maritime Board)**

Commodity	Unit Per	Rate (Per MT)
Chemicals		
Soda Ash, Caustic Soda	M.Ton	60
Salt and Gypsum (Unprocessed)	M.Ton	15

Fertiliser and Fertiliser Raw Materials	M.Ton	90
<b>Agri Products</b>		
Food grains and pulses	M.Ton	90
Seeds, Vegetable Oil (Bulk)	M.Ton	90
Fruits, Betel Nuts, Vegetables	50 Kgs.	21
Molasses, Sugar, Onions, Guar Gum, Coconuts, Others	M.Ton	45
Oil Cakes, de-oiled extractions	M.Ton	45
<b>Iron, Steel, Machinery</b>		
Scrap, Shredded - Steel, Metal, Iron	M.Ton	150
Scrap - HMS, Others	M.Ton	150
Sponge Iron	50 Kgs.	45
HR / CR Coils	M.Ton	90
Pig Iron	M.Ton	60
Steel Pipes, Plates, Sheets, Cement Coated pipes	M.Ton	100
Machinery and parts	M.Ton / CBM	150
<b>Minerals and Ores</b>		
Bauxite, Bentonite	M.Ton	45
Calcinated Bauxite	M.Ton	45
Coal, Coke, Charcoal, Firewood	M.Ton	30
Lignite, Limestone	M.Ton	45
Flourspar	M.Ton	75
<b>Other Commodities</b>		
Cement, Clinker	M.Ton	45
Coal Ash / Fly Ash	M.Ton / CBM	25
All non hazardous solid cargo not listed in above	M.Ton	60

## **PORT RULES AND PORT CHARGES**

### **JSW JAIGARH PORT, JAIGAD - PORT RULES**

#### **1. Authority**

Indian Ports Act 1908 (No.15) sections 5, 6 & 21; MMB Act 1981

#### **2. Definitions**

**ACT** - means the Indian Ports Act 1908 as amended.

**MMB** - means Maharashtra Maritime board.

**MOS** - means Ministry of Shipping, Government of India

**IMO** - means International Maritime Organization (an UN agency)

**ISPS Code** - means International Ships and Ports Security Code

**ICS** - means International Chamber of Shipping in London.

**Navigable channel** - means charted waters free of obstruction and adequate depth above chart datum for safe navigation

**SOLAS** - means International Convention on Safety of Life at Sea

**Port Officer** - means conservator of the port limits applicable as appointed by the MMB

**Port Limits** – Jaigad Port Limits notified under the provision of Indian Port act 1908.

**Approved** - means approved by JSW port and / or MMB.

**MCT** – Marine Control Tower, JSW Jaigarh Port

**Port** – JSW Jaigarh Port

**OHC**- Occupational health Centre available at JSW Jaigarh Port.

#### **3. Application**

These Regulations apply to all ships entering; berthing and sailing from the JSW Jaigad port limit at all times covered by port operator's quality manual and are subject to international, national and local Rules with respect to carriage and handling of cargos with due regard to the hazards associated with such cargo.

These Regulations shall also apply to vessels at anchor with in the port limits and to vessels waiting for other than entry to the terminal except due to act of God.

Ships desirous of entering port limits shall communicate to MCT ([mct.jpl@jsw.in](mailto:mct.jpl@jsw.in)) with all available means at intervals not exceeding 7 days / 5 days / 3 days / 2 days and 24 hours prior to arrival. The communication shall include but not limited to the Estimated Time of Arrival, Vessel particulars including last port of call, health questions for free pratique as per International Code of Signals, cargo details, name of consignee and consignor and name of ship's local agent responsible for port dues, indemnity for damage / wreck removal and Government levy as applicable. These Regulations shall also apply to vessels at anchor with in the port limits and to vessels waiting for other than entry to the terminal except due to act of God.

#### **4.**

The said indemnity for wreck removal may be in the form of P&I cover. Central Government may issue Gazette notification appointing receiver of wrecks with powers conferred by Part XIII of Merchant Shipping Act 1958 as amended. Vessels may also be subject to inspection from the authorities from Maritime Security point of view as per approved security plans.

5. Immobilization in port limits is strictly prohibited without prior approval from port. Port is exposed to southwest seas. Minimum 12 good polypropylene mooring ropes of 56-mm size are required for berthing and maintaining vessel alongside
6. Pilotage is compulsory within the port limits. Pilot station is located and marked on Indian Hydrographic Chart No. 2011. Approach to port is from deep water.
7. Pilot on boarding shall exchange information pertaining to the vessel characteristics and hand over to the master a check list duly signed with approved passage plan and latest data of depths in the navigable channel provided the vessel has communicated all the required information at least 72 hours in advance of ETA.
8. Master is always in command of his vessel and pilot is only advisor to help berth the vessel at suitable berth.
9. The vessel at the time of docking and undocking should be free of all obstructions and provided with suitable fenders and free of discharging scuppers.
10. The vessel is responsible to provide safe access to the pilot when boarding and disembarking. The vessel is also responsible for providing safe access to terminal persons and port officials when alongside. The vessel should rig a duly approved gangway with suitable safety net and lights.
11. The vessel may anchor within port limits with prior permission to MCT. Anchor position is to be communicated to MCT after anchoring.
12. Movement of vessels is controlled by the JSW Port Control. The vessels shall therefore maintain VHF watch on the assigned channels 11/16 or any other channel assigned by MCT.  
  
3 Tugs of 65t ton bollard pull are available to assist vessels for operation. Port movement is governed by prevailing weather conditions. The terminal is open for business full calendar year provided sustained wind is less than 26 knots and significant wave height is less than 1.5 meters.  
  
Copy of tide tables applicable for the day can be obtained from MCT/ Shipping Agent.
13. No hot work is permitted on the vessel without prior permission from MCT.
14. Every vessel shall provide marine pollution control measures including contingency plan. Exchange of ballast water or discharge of dirty water ballast and bilges is prohibited. All vessels may be required to show logbook / oil record book to demonstrate compliance with international oil pollution measures and tier 1 oil contingency manual.
15. It is mandatory for vessel and port operator to report any incident of oil pollution to port officer and the nearest MMB / Coast Guard office by quickest means of communication and commence containment measures immediately. Dispersants if any should be of the approved type.

16. Mercantile Marine Department or its authorised representative may carry out port state control inspection, detention and arrest of vessels as permitted by law.
17. Port clearance may be granted by Superintendent of Customs on duty in Consultation with Port, provided the vessel has valid statutory certificates, endorsements and clean bill from the Port with respect to dues, levies, indemnity and cargo out turn.
18. All vessels when approaching to port limits shall keep clear of fishing grounds. They shall keep their movement known to MCT to facilitate the traffic management in the vicinity.
19. Pilotage and other Marine services when sub contracted by Port shall be such as to generally comply with a recognised quality system.
20. The JSW Port, shall provide adequate life saving and fire fighting appliances at the site of cargo work and in accordance with applicable rules and codes of practices. Communication between ship and shore agreed as part of mandatory IMO ship shore checklist Procedure.
21. Personal injury or death shall be reported to MCT. Basic medical facilities are available at Port in OHC.
22. Strict provisions of access control measures are in force. Seaward patrolling is undertaken periodically by craft on duty under the instructions of the Port Facility Security Officer. The Port is also subject to periodical Ship / Shore Security drills and security briefings.
23. Offenses and penalties under these Regulations are subject to the provisions of Merchant Shipping Act, Indian Ports Act, MMB Act and Factories Act as amended.
24. Latest Port charges / Tariff may be obtained from registered shipping agents /MCT.
25. This port is governed by approved Port Facility Security Plan and all vessels are subject to entry approval procedure in force including calling for details of International Ship Security Certificate (ISSC) issued by the Flag State. Continuous Synopsis Record (CSR), Declaration of Security (DoS) as appropriate.
26. The Penalty for non-compliance of above rules and regulations are mentioned in Port Tariff structure.



**SAFETY**

The Master,

\_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

Responsibility for the safe conduct of operations whilst your ship is at this terminal rests jointly with you, as Master of the ship, and the responsible terminal representative. We wish, therefore, before operations start, to seek your full co-operation and understanding on the safety requirements set out in the Ship / Shore Safety Check List which are based on safe practices widely accepted by the oil and tanker industries.

We expect you, and all under your command, to adhere strictly to these requirements throughout your stay at the terminal and we, for our part, will ensure that our personnel do likewise, and co-operate fully with you in the mutual interest of safe and efficient operations.

Before the start of operations, and from time to time thereafter, for our mutual safety, a member of the terminal staff, where appropriate together with a responsible officer, will make a routine inspection of your ship to ensure that the questions in the Ship / Shore Safety Checklist can be answered in the affirmative. Where corrective action is needed we will not agree to operations commencing, or should they have started, we may require them to be stopped until such action is taken.

Similarly, if you consider safety is endangered by any action on the part of our staff or by any equipment under our control you should demand immediate cessation of operations.

**There is no compromise with Safety**

Please acknowledge receipt of this letter by countersigning the attached copy.

Call Port Control Office on VHF Channel 16 and 67 or

Telephone : +91 2357 242551 / 2 / 3

Signed \_\_\_\_\_

for JPL

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signed \_\_\_\_\_

MV \_\_\_\_\_

**Terminal information and Safety requirements**

The following terminal information should be made available to all personnel, on board, involved in the cargo and / or ballast handling operations at JSW Jaigarh Port.

**Emergency Procedures**

**Fire in the Terminal**

Siren of three short blasts of 10 seconds each with 5 seconds break.

i.e. \_\_\_\_\_

**Major emergency requiring evacuation of Terminal**

Siren of two short blasts of 10 seconds and one long blast of 60 seconds

i.e. \_\_\_\_\_

**Action**

On hearing both of these signals all operations will cease, gears to be rested in position and preparations to be made for immediate evacuation of the berth.

**Fire onboard**

Succession of three short blasts on ship's whistle and continuous sounding of alarm bells. Advise JSW Port Control Tower by VHF Radio.

**Action**

Cease all operations, preparations to be made for immediate evacuation of the berth. Ship's crew to fight fire and take such action as required preventing fire from spreading.

**Medical Emergency On Board**

Advise MCT immediately by VHF radio. The MCT will advise the OHC.

**Emergency Escape Route**

Primary escape route is by gangway to jetty. A secondary means of escape must be provided on vessel's offshore side.

1. Ship's accommodation ladder to be rigged and ready for lowering.
2. Ship's lifeboat lowered to embarkation deck.

**Safety Clothing**

All ship's personnel working on deck must wear the appropriate personal protective equipment.

**All Clear**

One long blast of 30 seconds will be sounded from marine control centre

**Emergency Contact Numbers**

Sr. No.	Official Telephone No.	Telephone Nos.
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**Fire Brigade Service**

1	JSW Jaigarh Port Fire Brigade	+91 2357 242501/05 +91 8380062954
2	JSW Energy Limited, Jaigarh	+91 2357 242501 - 05
3	Ratnagiri Municipal Fire Services	+91 2352 220101, 238040
4	Finolex Fire Services	+91 2352 238027 – 30

**Ambulance**

1	JSW Jaigarh Port	+91 2357 242501/05, +91 9987107369 / 9766358497
2	JSW Energy Limited, Jaigarh	+91 2357 242501 - 05 *400
3	Ambulance, Ratnagiri	+91 2352 222 222

**Emergency**

1	Control Room - Collectorate, Ratnagiri	+91 2352 222301/222139
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**JSW Jaigarh Port**

1	Port Contact Nos.	+91 2357 242551 / 2 / 3 +91 8380007179
2	Unit Head , JSW Jaigarh Port	+91 9552 577 164
3	Head HSE - JSW Jaigarh Port	+91 8380 007 162

**Health**

1	Primary Healthcare Centre, Jaigad Dr. Bhatkar Dr. Kumbhar Dr. Amit	+91 9552 577 360 +91 9552 577 015 +91 9552 577 035 +91 9960 129 487
2	Primary Health Care Centre, Khandala	+91 2357 243 475
3	District Civil Hospital, Ratnagiri	+91 2352 222 363
4	Resident Medical Officer, Ratnagiri	+91 2352 222106
5	Casualty Ward - Govt. Civil Hospital, Ratnagiri	+91 2352 222166

**Police**

1	Asst. Police Inspector (Jaigad Coastal Police Station)	+91 2357 242 233
2	Police Control Room	+91 2352 222 222

**Port**

1	Light House - Jaigad	+91 2357 242 239
2	Port Officer - Ratnagiri	+91 2352 222 160

**Private Hospitals**

1	Dr. Lotlikar, Ratnagiri	+91 2357 221 195 +91 9422 052 209
2	Dr. Kamble, Khandala	+91 2357 243 402 +91 9423 047 309
3	Dr. Chintamani Jog	+91 2357 242 166 +91 9422 382 779
4	Dr. Patwardhan (Orthopaedic), Ratnagiri	+91 2352 226 269
5	Chirayu Hospital, Ratnagiri	+91 2352 230 565 / 820
6	Parkar Hospital, Ratnagiri	+91 2352 222 942 / 220 089

**PASSAGE PLAN AGREEMENT BETWEEN MASTER AND PILOT****Applicable to all vessels other than FSRU and FSU within Port**

Following has been discussed in detail and agreed by the Master for the safe passage:

- Tides, currents, minimum depths in the channel and at berth, minimum under keel clearance in channel and at berth.
- Master confirms that 1) Navigation equipment 2) Main engines and machinery 3) Steering gear 4) Mooring equipment are tested (must be tested) and all are in working condition before any maneuvering to and from berths.
- Master must notify the pilot of any special conditions or peculiarities such as defective equipment, lines or gear that might impose special hazards in connection with handling mooring and/or loading/discharging of cargo.
- Master confirms that vessel shall be able to provide 12 consecutive start of Main engine while maneuvering.
- Pilot will refuse to berth any vessel with unsatisfactory equipment. Full main engine power must be available for maneuvering ahead and astern.
- Both anchor stoppers must be in place to prevent accidental release of anchors while transiting the channel between buoys, but they should be ready for immediate deployment.
- Anchors shall be available for use.
- Tugs to be made fast by Tug's/ship's lines as decided by Pilot and master. Normally two tugs are used for Panamax /Handy max, 3 to 4 tugs are used for Cape size /LNG/LPG vessels.
- If required standby tug/s may be used for turning around at turning basin / off the berth.
- "NO" mixed moorings are allowed.
- Mooring pattern will be as follows: First line to go will be springs, followed by breast lines and head / stern lines. All lines will be passed by heaving line and messenger line.
- Only synthetic fibers material (i.e. polypropylene/Nylon) ropes are to be used. In case wires are to be used, they should have been provided at least 22 meter long polypropylene tails.
- Pilot and the Master both have discussed together and satisfied and agreed themselves as to berthing, un-berthing and passage plans for the vessel.

- MASTER sign \_\_\_\_\_
  
- PILOT sign \_\_\_\_\_

## **CONDITIONS OF USE**

### **JSW Jaigarh Port Limited, Maharashtra**

All facilities and assistance of any kind whatsoever provided by the Terminal Interests to vessels visiting the Port for any purpose whatsoever are subject to the following conditions of use (“**Conditions**”). These Conditions are applicable regardless of whether or not any or all charges / costs are paid or are actually or impliedly due from or on account of any visiting vessels, whether of Indian or foreign flag. Without prejudice to the generality of the foregoing, the following shall be deemed to have been specifically accepted by any vessel visiting the Port regardless of whether such acceptance is specific, in writing or otherwise.

For the purpose of these Conditions the following definitions shall apply:

"**Company**" means JSW Jaigarh Port Limited a company incorporated under the Companies Act 1956 and having its registered office at JSW Centre, Bandra Kurla Complex Bandra East Mumbai 400051 India.

"**Company Representative**" means (collectively and severally) the affiliate or any of its or its affiliates employees, contractors, servants, consultants, advisors, agents or representatives in whatever capacity they may be acting or Company’s employees or authorized persons.

"**FSRU Interests**" means owners of the LNG facility and its respective affiliated companies, operating at the Port, including their respective directors, officers, agents, employees, servants and sub-contractors of any tier.

"**FSU Interests**" means owners of the LPG facility and its respective affiliated companies, operating at the Port, including their respective directors, officers, agents, employees, servants and sub-contractors of any tier.

"**Government Authority**" shall include (as the context may require) any relevant department of the State Government of Maharashtra and/ or the Central Government and shall include (a) any court with the relevant jurisdiction or, (b) any local, national or supra-national agency, authority, council, department, inspectorate, ministry, municipality, official or public or statutory person or body or any other executive, legislative or administrative entity of, or under the control of, the Government of Maharashtra or the Government of India.

"**LNG Facility**" means Vessel “Hoegh Giant” the Floating Storage and Regasification Unit (FSRU) owned by Hoegh LNG and its paraphernalia used in STS Operation located within the Port;

"**LPG Facility**" means [Vessel], the Floating Storage Unit (FSU) owned by [XXXX] and its paraphernalia used in STS Operation located within the Port.

"**Master**" mean the master of the vessel.

“**Owners**” mean the owners of the vessel.

“**Port**” shall mean the JSW Jaigarh Port and Jaigad Port notified under the provisions of Indian Ports Act, 1908.

“**Third Party**” means any entity other than the “**Company**”, operating within Port Limits, their property movable or immovable, whether on land or in water.

“**Terminal Interests**” means the Port, Company, Company Representatives, FSRU Interests and FSU interests.

“**Port Facilities**” means all the facilities, assets, equipment and installations of whatever nature existing at the Port as of the date hereof, whether the same are fixed or movable, including, without limitation, the channel, Tugs, Port Flotilla, berths, discharging facilities including buoys or other channel markings, and any such or like facility, asset, equipment or installation; and

“**Port Services**” means any service, advice, instruction or assistance tendered or provided by Company to the vessel, including, without limitation, by way of pilotage, towage, tug assistance, mooring or other navigational services.

1 The Master of a vessel shall under all circumstances remain responsible on behalf of the Owners for the safety and proper navigation of the vessel at the Port and shall at all times comply with all applicable law, applicable port regulations and directions and instructions issued by the Company, Company Representatives, and/or FSRU Interests and /or FSU interests from time to time to the Master. It is the responsibility of the Vessel Master to prevent pollution and to ensure that the vessel complies with all applicable laws and regulations in relation to cargo, bunker, bilge water, sewage, dirty ballast, plastics, garbage, or any other materials that may cause pollution of the sea or atmosphere. The vessel shall abide by all rules, regulations, guidelines and recommendations with reference to prevention of pollution, including pollution due to bilges, ballast water, ship waste, garbage and the like.

The vessel and Owners shall, jointly and severally, hold harmless and indemnify the Terminal Interests against any losses, liabilities, damages, cost arising out of any pollution or contamination or environmental hazard arising from the vessel while within Port limits.

2 If there is any escape or discharge of oil or oily mixture or other pollution of any kind from the vessel within the Port limits area, the Owner shall take immediate action to clean-up such discharge and if the Owner in the opinion of Terminal Interests fails to take such action (as soon as reasonably practicable then the Terminal Interests shall be entitled to take such steps as they consider reasonably necessary to clean up and fully remedy the resulting pollution of any kind. The cost of steps taken to clean up and fully remedy any such pollution shall be for Owners’ account.

3 Whilst the Terminal Interests, respectively, has undertaken all reasonable care, skill and diligence to ensure that the Port, Port Services, Port facilities and/or LNG Facility and/or LPG Facility are safe, the Company, Company representative and / or FSRU Interests and /or FSU interests does not represent or warrant so. Any vessel using the Port, Port Services, Port facilities, LNG Facility and LPG facility at the Port shall do so at its sole and exclusive risk. The Terminal Interests shall not be responsible for any loss or damage to the vessel, actual or consequential, which is in any manner related to the use of the Port, Port Services, Port facilities, LNG Facility and LPG facility regardless of any act, omission, fault or neglect of the Terminal Interests, including Pilot’s neglect, error or mistake. This clause 3 (three) shall apply irrespective of whether or not the Vessel is within the notified limits of the Port. The Port, its officials or contractors shall not be responsible for any delay in pilotage, berthing, ingress or egress, for any reason whatsoever. The Port endeavors, that the berths, its facilities, equipment, tugs and crafts are deployed and operated safely, but does not guarantee any such safety and shall not be responsible for any loss, damage or delay sustained by the vessel for any such reasons.

4 All vessels visiting the Port must themselves ensure whether or not they are capable of operating within the physical limitations of the Port’s dimensions, unloading arm envelopes and mooring equipment.

5 The Terminal Interests shall not be responsible for any loss, damage, injury or delay from whatsoever cause arising out of any assistance, advice or instruction

whatsoever given / tendered, in writing or otherwise, in respect of any vessel. In all circumstances the Master and/or the Owners shall remain solely responsible for the safety and proper navigation of such vessel.

**6** The Terminal Interests shall not, in any event be responsible for the acts or defaults of any of their employees or servants or agents or of any Government Authority for any loss, damage, injury or delay howsoever caused or arising that may occur to the vessel or her cargo or equipment or personal injury to the Master or any member of her crew whether on board or otherwise whilst visiting the Port.

**7** The Terminal Interests shall not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether the Terminal Interests or their employees are a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Terminal Interests.

**8** The vessel and Owners shall, jointly and severally, in all circumstances hold harmless and indemnify the Company and/or FSRU Interests and/or the FSU interests against all losses, claims, damages, costs and expenses the Company and/or FSRU interests and/or the FSU interests may incur/ suffer or has incurred/ suffered arising from:

**(a)** any loss suffered by the Terminal interest (as applicable) arising out of any loss or damage to the Port, Port Facilities, LNG Facility and LPG facility which involves any fault, default either wholly or partially of the Master or the crew of the vessel, including inter alia negligent navigation;

**(b)** any loss or damage suffered by the Terminal interest (as applicable) arising out of death or injury to any personnel which involves any fault, default either wholly or partially of the Master or the crew of the vessel, including inter alia negligent navigation;

**(c)** any loss or damage suffered by any Third Parties, arising out of any damage to their property which involves any fault, default, either wholly or partially of the Master or the crew of the vessel, including inter alia negligent navigation;

**(d)** any loss or damage suffered by any Third parties, arising out of death or injury to their personnel which involves any fault, default, either wholly or partially of the Master or the crew of the vessel, including inter alia negligent navigation;

**(e)** any loss or damage suffered by the vessel while at the Port, including any consequential losses and damages, regardless of any act, omission, fault or neglect on part of the Terminal Interests;

**(f)** any loss or damage suffered due to death or personal injury to the Master, officers or crew of the vessel while at the Port, including any consequential losses and damages, regardless of any act, omission, fault or neglect on part of the Terminal Interests;

The vessel shall be held responsible and liable for any loss or damage caused by the vessel to the Port, Port Facilities, Port Services, LNG Facility, LPG Facility and/ or the Terminal Interests property and all such cost, charges and/or expenses in that behalf shall be paid forthwith on a demand being made, without any demur, and in any event prior to the vessel leaving the Port. The Company shall have the right to directly raise a demand of all such costs, charges and/or expenses on the vessel Master and/or Owners. The Demand can also be made to the vessel Master and/or Owners.

**9** If the vessel is or is likely to become an obstruction threat or danger to navigation, operations, safety, health, environment or security of the Port (“a hazard”) the Master and the Owners shall, if required by the Company, take immediate action to clear, remove or rectify the hazard in such a manner as the Company may direct. Alternatively, the Company may at the vessel Owner’s costs and risks, take such steps itself, as it deems fit and proper in its sole discretion, and the Owner shall be responsible for and indemnify the Company against all costs and expenses associated therewith.

**10** The aggregate liability of the vessel, Master and Owners to the Company under these Conditions in respect of all claims arising from (i) any one accident or occurrence of Oil pollution shall be limited to US\$ 1000,000,000 (U.S. Dollar one Billion) and (ii) for any other type of accident or occurrence shall be limited to US\$ 350,000,000 (U.S. Dollar Three Hundred Fifty Million), and to the fullest extent permissible by law, the Owners and their insurers hereby waive any rights they may otherwise have under applicable law or any applicable Convention to limit their liability at any lower limit.

**11** Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights, which the Terminal Interests may have against the Owner or Master of the vessel. The Owner or Master of the vessel, to the fullest extent permissible by law, undertake not to take or cause to be taken any proceedings against the Terminal Interests or their personnel, in respect of any negligence or breach of duty or other wrongful act on their part, but for this present provision, it would be competent for the Owner or the Master so to do.

**12** The Owners shall keep the vessel fully entered/ registered with a P & I Association, which is a member of the International Group of P & I Associations. and shall pay all premiums, fees, dues and other charges of such P & I Association and comply with all of its rules, terms and warranties. Upon request from the Terminal Interests, the Owners will produce to the Terminal Interests a copy of such P & I Association's current rules, P&I Certificate of Entry and reasonable written evidence that the P & I Association has agreed to cover the Owners as a member of the Association against the liabilities and responsibilities provided for in these Conditions, including pollution cover to the highest limit available. To the extent requested by the Terminal Interests, the Owners will give the Terminal Interests reasonable evidence that the Vessel remains fully covered in accordance with this clause 12 at all times while calling at the Port and/or the Port Facilities. The Terminal Interests shall be entitled to refuse entry by the vessel into the Port if (i) the vessel does not have, or (ii) the Owners are unable to provide when reasonably requested by Terminal Interests, reasonable written evidence that the vessel has P& I cover as required by the terms of this clause 12.

**13** The Master of the vessel represents that he is authorized to sign these Conditions and makes this agreement for and on behalf of the Owners of the vessel.

**14** These Conditions shall be construed in accordance with the laws of India and the vessel, her Master and her Owners hereby submit to the jurisdiction of the Indian Courts.

**15** The vessel will be issued a 'No Dues' certificate and be permitted to leave the port only on settlement of all the dues, charges, expenses on vessel account and the vessel shall pay all applicable charges mentioned in the port tariff published on port's website or as per the specific contract with the port.

I, the undersigned, being the Master of; [NAME OF VESSEL AND IMO NUMBER]

**MV/MT** \_\_\_\_\_ **Flag** \_\_\_\_\_ **Built** \_\_\_\_\_

**Owned by** \_\_\_\_\_ **Operated by** \_\_\_\_\_

**Classification Society** \_\_\_\_\_

I do hereby on behalf of the Owners, operators and charterers accept these "Conditions of Use".

**Master's Name** \_\_\_\_\_ **Master's Signature** \_\_\_\_\_