

JURONG PORT PTE LTD

**GENERAL RULES AND REGULATIONS
FOR JURONG PORT
(2014 Edition, wef 1 Feb 2014)**

SECTION I DEFINITION AND INTERPRETATION

1. Definition

In these Rules, the following words and expressions shall have the meanings set out below:

“Application” means the application for a berth or Services/Facilities, made by or for the Customer to JPPL in writing through JP-Online or by any mode in writing as may be accepted by JPPL from time to time.

“berth” any dock, jetty, quay, wharf or similar structure (whether floating or not) within Jurong Port, at which a vessel may tie up, and include any premises used for loading or unloading of goods or marine or port-related activities.

“break-bulk cargo” means any cargo which is not containerised but shall include cargo which has been removed from or is intended to be packed into a container.

“bulk commodity” means an unpacked homogeneous liquid or solid such as ink, oil, detergent, sugar or sand.

“cargo” includes any package, loose goods, bulk commodities whether containerised or otherwise including without limitation, break-bulk cargo, live animals, passenger luggage and effects.

“container” means any freight container designed for the carriage of goods without intermediate reloading and equipped with corner castings for handling by mechanical equipment and complying with all relevant prevailing ISO standards.

“Contract” means any contract entered into between JPPL and the Customer (whether by way of Application or otherwise) for the provision of Facilities/Services by JPPL.

“Customer” means any person who directly or indirectly enters into any contract, agreement or arrangement with JPPL in relation to the Facilities/Services or any matter connected therewith, and includes without limitation any shipping agents, exporters, importers, consignors and consignees.

“dangerous goods” includes all substances, materials or articles which are, has become or likely to be—

- (a) classified as dangerous or hazardous goods by the IMDG Code and the Rules on the International Transport of Dangerous Goods in International Seas” issued by the IMO, or the competent authorities, applicable laws, rules, regulations or bye-laws for the time being in force; or
- (b) in the opinion of JPPL, a risk to the health or safety or security of any person or property.

“equipment” means any machine, appliance, apparatus such as mobile cranes, forklift, slings, shackles, power tools etc.

“Facilities” means all or any of the facilities described in the Application or any facilities provided by JPPL.

“hotwork” means the riveting, welding, flame cutting or burning and includes any other work involving the use or generation of heat or production of sparks.

“JP-Online” means JPPL’s on-line web-based system pertaining to vessel and cargo operations at Jurong Port including but not limited to berth application, declaration and delivery of cargo and container etc.

“JPPL” means Jurong Port Pte Ltd, a company incorporated in the Republic of Singapore.

“Jurong Port” includes all or any part of the land, place, structure, property, building, terminal, berth, jetty, or wharf belonging to, or operated or administered by JPPL.

“loose cargo” does not include goods in a package, bulk commodities, and live animals.

“MOM” means the Ministry of Manpower of Singapore.

“MPA” means the Maritime Port Authority of Singapore.

“Operational areas” means the wharves, container yards, storage yards, warehouses, gates, entry or exit points, workshops and other hazardous installation within Jurong Port.

“package” includes a bag, bale, bundle, carton, cage, case, cask, carboy, crate, cylinder, drum, jar, net, roll, tank, or other receptacle. It also includes an empty package.

“reefer container” means any container designed or used for the transportation of refrigerated Cargo.

“Rules” means these General Rules and Regulations and “Rule” means any of them.

“S\$” means Singapore dollars.

“Services” means any operation or provision of facilities or services by JPPL in connection with a vessel, container or cargo and in particular with the berthing, unberthing, storage space, cranes equipment, appliance, apparatus, machinery, system or accessory, stevedoring services and any other services as may be provided by JPPL or its authorised contractors.

“Specific Conditions” means the terms and conditions in the Application (other than the printed terms) specifically agreed between JPPL and Customer.

“tariff” means the fees, charges set or imposed by JPPL from time to time for the provision of the Services/Facilities to the Customer.

“uncontainerised cargo” means any cargo which is not packed into a container.

“vehicle” means a motor car, motor cycle, lorry, trailer, tractor, machine, or other things on wheels or tracks.

“vessel” includes:

- (a) ships or boats, or any other description of craft used in navigation;
- (b) a rig, raft or floating platform, or any other moveable thing constructed or adapted for floating on, or partial or total submersion in water; and
- (c) a seaplane, a hovercraft or any other amphibious vehicle.

2. **Interpretation**

- 2.1 Unless the context otherwise requires or permits, references to the singular shall include the plural number and vice versa; reference to natural persons shall include bodies corporate and vice versa; and words denoting the masculine gender shall include the feminine gender or neuter gender.
- 2.2 Unless expressly agreed otherwise, any acknowledgment, consent, approval, notice or request to be given or made by either party shall be given or made in writing.
- 2.3 The headings in these Rules are inserted for convenience only and shall be ignored in construing these Rules.

3. **Specific Conditions shall prevail in the event of conflict**

In the event of any contradiction or inconsistency between any Specific Condition and any other provision of these Rules, the Specific Conditions shall prevail.

4. **Contract shall prevail in the event of conflict**

In the event of any contradiction or inconsistency between these Rules and any other provision of the Contract, the Contract shall prevail.

5. **Application of these Rules**

- 5.1 Unless otherwise agreed in writing, these Rules shall –

- (a) apply to all persons and activities in Jurong Port; and

- (b) are deemed to be incorporated into any Application, Contract or arrangement between JPPL and its Customer, including any Contract or arrangement concluded by means of Electronic Data Interchange.
- 5.2 JPPL will enforce these Rules against any person who is in violation of all or any of these Rules.
- 5.3 Any person who is bound by these Rules shall be responsible and liable to JPPL for the adherence to these Rules by their agents, contractors and/or employees.

SECTION 2 ACCESS TO AND PRESENCE AT JURONG PORT

6. Access to Jurong Port

- 6.1 No person or property shall enter into or leave Jurong Port unless prior permission has been obtained from JPPL. The grant of JPPL's permission shall be evidenced by any permanent or temporary entry pass issued by JPPL subject to conditions as JPPL may think fit to impose.
- 6.2 Notwithstanding the issuance of the pass, JPPL may at its discretion without assigning any reason whatsoever disallow any person or property to enter into or leave Jurong Port.

7. Entry and Exit by Crew

- 7.1 Crew joining the vessel shall produce his valid passport at the gates of Jurong Port. The passport must be endorsed by the Immigration and Checkpoints Authority (or such other relevant regulatory authority) and should clearly indicate the name of the vessel/voyage number he is reporting to.
- 7.2 Crew leaving Jurong Port must produce the following documents to JPPL security at the gates of Jurong Port –
 - (a) Valid passport with the landing pass endorsed by the Immigration and Checkpoints Authority (or such other relevant regulatory authority); and
 - (b) Crew list endorsed by the master of the vessel.

8. Entry by Contractors

Contractors whether engaged by JPPL or its customers to work in Jurong Port or on board vessels alongside JPPL's berths at Jurong Port must apply for a contractors' permit from JPPL.

9. Photography

- 9.1 Prior written permission shall be obtained from JPPL for the recording of any kind (visual, audio or otherwise) in any medium whatsoever (such as film, magnetic tape, digital memory devices or otherwise) ("Recordings") within Jurong Port.
- 9.2 No Recordings shall be used as evidence against JPPL in any action or proceeding.
- 9.3 Such Recordings shall be surrendered to JPPL without demand for inspection and JPPL reserves the sole right to edit amend forfeit confiscate or destroy the Recordings, including its copies without cost and liability.

SECTION 3 ENTRY OF VESSEL INTO JURONG PORT

10. Entry of Vessel

No vessel shall enter into Jurong Port without prior written approval from JPPL.

11. Berth Application

- 11.1 In the case of conventional and bulk vessel, application for a berth shall be made at least 2 working days before the arrival at Jurong Port.
- 11.2 If a vessel carries containers, application for a berth at Jurong Port shall be made at least 3 working days before the arrival of the vessel at Jurong Port.
- 11.3 Application for a berth shall be made by way of electronics application, namely JP-Online or by any mode in writing as may be accepted by JPPL from time to time. The application shall include information as may be requested by JPPL including but not limited to vessel details; cargo details, such as its weight description and nature; and particulars pertaining to information such as over size, over length and heavy lifts cargo or goods.
- 11.4 Prior to application for a berth at Jurong Port, the Customer shall obtain approval from the relevant authority in respect of –
 - (a) vessel which is not powered by its own engine (dead vessel); or
 - (b) vessel which has involved in a collision; or
 - (c) any matter or vessel or goods which require acknowledgement or clearance by the relevant authority.
- 11.5 JPPL shall have the sole right and discretion to grant approval of the Customer's berth application and shall be entitled to reject such application without any liability whatsoever or furnishing any reason.
- 11.6 Approval of the berth application by JPPL shall not amount to a warranty or representation that the berth shall be available or an undertaking by JPPL to complete discharge and loading of the cargo/containers within the

stipulated/designated time. JPPL shall only be obliged to use reasonable efforts to provide such berths or complete the discharge and loading (if required to do so) and shall, notwithstanding prior approval, not be liable for non-availability or delay in availability of the berths; or delay in the completion of the discharging or loading of the cargo/containers.

12. Cancellation of Berth Application and Changes

12.1 Customer shall give JPPL written notice of cancellation of berth application or change to estimated time of berthing within the stipulated time, otherwise a late cancellation/amendment fee will be levied by JPPL.

12.2 Notwithstanding any approval granted by JPPL under Rule 11 above, JPPL shall be entitled to cancel or revoke the approval or vary the terms of the approval or amend the berth allocation schedules for any reason whatsoever, in particular, in the event that the information provided or requested for under Rule 11 above is inaccurate, incomplete or not forthcoming. In the event, JPPL shall not be liable for any loss or damages arising from such cancellation, revocation, variation or amendment.

**SECTION 4
ENVIRONMENT IN JURONG PORT**

13. Prohibitions

13.1 No person shall, by act or omission, do anything or permit anything to be done in Jurong Port that has or is likely to have any of the following results, notwithstanding approval granted by JPPL for such act or omission –

- (a) to jeopardize the safety or health of persons in Jurong Port and its surrounding areas;
- (b) to endanger or obstruct navigation or any part of Jurong Port;
- (c) to interfere with an authorized activity in Jurong Port;
- (d) to divert the flow of a river or stream, cause or affect currents, cause silting or the accumulation of material or otherwise reduce the depth of the waters of Jurong Port;
- (e) to cause a nuisance;
- (f) to cause direct or indirect damage to vessel or other property in Jurong Port;
- (g) to adversely affect soil, air or water quality;
- (h) to pollute a berth or the port waters in the conduct of any activities, in particular while performing dangerous goods handling operations or delivering waste from a vessel;

- (i) to moor a vessel at other than the appropriate places;
- (j) to adversely affect port operations or property in Jurong Port;
- (k) to discharge, throw, deposit or permit or suffer to escape any dirt, ashes, exhaust, steam, oil, water, filth or waste matter whether liquid or solid onto Jurong Port;
- (l) to cause smoke, fumes, soot, ash, grit or oil to be emitted at Jurong Port in such quantity or density as may be deemed to be a nuisance or annoyance in the opinion of JPPL; or
- (m) to repair any vessel at Jurong Port.

14. Instructions to Cease, Remove, Return and Restore

14.1 JPPL may direct a person to take any of the actions prescribed under Rule 14.2 hereof if –

- (a) the person conducts an activity that is prohibited or unlawful or improper;
- (b) the person conducts an activity for which an authorisation is required without first obtaining the authorisation; or
- (c) the person or any person covered by an authorisation fails to comply with a condition of the authorisation;

14.2 The actions are –

- (a) to cease the activity or comply with conditions for conducting the activity; and
- (b) if the person is instructed to cease the activity –
 - (i) to remove anything brought into Jurong Port in connection with the activity;
 - (ii) to return to JPPL anything that was removed from it in connection with the activity; and
 - (iii) to restore the property affected by the activity to its former state.

14.3 The person shall immediately comply with the direction of JPPL.

14.4 If the person fails to remove the thing or to restore the property immediately, JPPL may conduct the removal or restoration and may store the thing at the risk and expense of the person.

- 14.5 The person shall in any case indemnify JPPL for any costs incurred, or loss or damage arising from the prohibited acts under Rule 13 or activities under Rule 14.1 (a) to (c).

SECTION 5

CUSTOMER DUTIES IN RELATION TO VESSELS, CONTAINERS AND CARGO

15. Law Compliance

The Customer shall comply with and observe all applicable laws, rules and regulations, and directions by JPPL or under any statutory or regulatory bodies/instrument in respect of the following –

- (a) Vessels and/or their operation;
- (b) Containers and/or their operation;
- (c) Cargo; and
- (d) Use of the Services and Facilities

16. Insurance

Customer shall, at its own costs and expense, effect adequate insurance of the vessels, containers, cargo, vehicles, handling equipment and its personnel/manpower.

17. Engine Operation and Movement of Vessel

The Customer shall procure that during the period from completion of berthing of any vessel until commencement of unberthing, its engines shall not be operated other than by turning gear, except as agreed in writing by JPPL, and that during this period the vessel shall not be moved by any means.

18. Vacating of Vessel

The Customer shall procure that its vessel is vacated immediately from the berth upon being requested to do so by JPPL.

19. Gangways, Safety and Illumination

Customer shall be responsible for the supply of all gangways, their safety and illumination and shall ensure that all gangways are properly installed and fit for operational use and do not obstruct the passage of JPPL's quayside equipment.

20. Access to Vessels at Berth

The Customer shall be solely responsible to control access to/from the vessel while the vessel is berthed. The Customer is solely and exclusively responsible for all aspects of the vessel.

21. Inspection of Vessel

The Customer shall permit JPPL and/or its servants, agents and contractors including surveyors, full and unrestricted access at any time to inspect all vessels and any part or machinery thereof berthed or to be berthed.

22. Abandonment of Vessel

No vessel shall be left or abandoned in Jurong Port. JPPL may cause every such vessel to be removed to some other place as JPPL shall deem fit and at the costs and expenses of the Customer.

23. Container and Cargo Responsibility

23.1 An inbound container is received by JPPL when it is lifted from the vessel, and is delivered to the Customer when it is loaded onto the Customer's collection vehicle.

23.2 An outbound container is received by JPPL when it is offloaded from the Customer's vehicle and is delivered to the Customer when it is loaded onto the vessel.

23.3 The Customer shall be solely responsible for the proper stowage of containers or cargo in the vessel and the Customer shall provide JPPL with the necessary stowage plan or instructions and within a reasonable time or such time as stipulated by JPPL if required.

23.4 No cargo or container will be accepted by JPPL for handling or storage until JPPL is satisfied that adequate space reservation arrangements have already been made to permit the onward carriage thereof within a period acceptable to JPPL. Where JPPL is not satisfied, receipt of any cargo or container may be subject to such additional conditions as JPPL shall consider appropriate.

23.5 JPPL shall not be bound to receive cargo (whether in a container or otherwise) which, in the reasonable opinion of JPPL, requires special care or security arrangement, and in the event that such cargo is accepted by JPPL, JPPL shall be entitled to impose such further terms and conditions (including but not limited to the effecting of appropriate insurance and the provision of appropriate security services) as JPPL may in its sole discretion deem fit.

23.6 The Customer shall give JPPL an advance notice to enable JPPL to decide whether or not it will receive the cargo. The length of notice shall be agreed between JPPL and the Customer and in the absence of agreement, at least 24 hours, of an intended delivery of such cargo to JPPL. The Customer shall not deliver the container or cargo to the berth or any part of Jurong Port without the prior written approval of JPPL.

23.7 JPPL may, in its absolute discretion, refuse to ,for any reason whatsoever without any liability or cost to JPPL, –

- (a) receive and/or handle any container and/or cargo;
- (b) admit any truck or container and/or cargo to or from Jurong Port; or
- (c) receive, handle, or admit the container and/or cargo subject to such requirements as may be imposed by JPPL.

23.8 The Customer shall ensure that all cargo which he brings or delivers in Jurong Port or vessel –

- (a) are not dangerous or flammable or liable to become so;
- (b) are not toxic or liable to give off any injurious dust, gas, fumes, liquid or radiation;
- (c) are not infested, verminous, rotten or subject or fungal attack and not liable to become so while in Jurong Port;
- (d) are not over-heated or liable to become so while in Jurong Port;
- (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other goods or property in Jurong Port or the water or air adjacent thereto;
- (f) contain no unauthorised controlled drugs, contraband, pornography, arms or other illegal matter;
- (g) are properly and sufficiently packed in accordance with the Rules and all relevant laws, directions and regulations prevailing from time to time;
- (h) are properly and sufficiently marked, accurately documented and labelled for all shipping, cargo handling, despatch, customs and like purposes;
- (i) are properly marked with any warning as to the hazardous nature of any contents and the precautions to be taken in handling the same and (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the goods and in accordance with all laws; and
- (j) are in a fit and proper condition to be handled.

24. **Information Provided by Customer**

24.1 The Customer shall provide all information necessary or as required by JPPL under these Rules or otherwise, including:

- (a) the cargo or container including, without limitation, its description, nature, weight, condition, quantity and quality, load port, discharging port etc
 - (b) the time of arrival and departure of the vessel, container or cargo
- 24.2 JPPL shall be entitled to rely on such information and shall not be bound to verify the accuracy of such information. Neither shall JPPL be deemed to have any knowledge of such information if it is not so provided.
- 24.3 The Customer acknowledges that third parties may rely on such information whether or not it is obtained through JPPL.
- 24.4 The Customer acknowledges that information on vessels, containers and cargo obtained through JPPL is, unless indicated to the contrary, provided by other customers or third parties and as such JPPL is not responsible for the accuracy of such information.
- 24.5 The Customer shall indemnify and hold harmless, JPPL against any claims losses or damages arising from the inaccuracy of such information unless it is proven that JPPL is grossly negligent or in willful default.

25 Measurements, readings, schedules provided by JPPL

Measurements, readings and schedules provided by JPPL are for information only and JPPL does not warrant the accuracy of the same. The Customer shall obtain independent verification of such information and shall rely on the same at its own risk.

26. Inaccurate information

Notwithstanding the generality of these Rules, JPPL shall be entitled, but not obliged, to refuse to allow entry of the vessel, refuse to handle the cargo or container or otherwise take any action necessary including terminating the relevant Contract, in the event of inaccuracy of any information provided and shall be reimbursed any cost, held harmless and indemnified against any loss or damages, arising therefrom.

27. Receipt and delivery of Container or Cargo

- 27.1 JPPL shall have no responsibility or liability for any damage to or loss of container or cargo received at Jurong Port. Notwithstanding the aforesaid, JPPL shall not be concerned or obliged to note, notify or inform the Customer the condition of or damage to any container and/or cargo upon discharge or upon receipt for handling of such container or cargo.
- 27.2 Acknowledgements are for identification purposes only and receipt of the container or cargo shall not amount to a certification warranty or representation as to its condition nor the accuracy of the information relating to it. JPPL may receive the container or cargo notwithstanding knowledge of the condition or the inaccuracy of the information of the container or cargo. In so doing, JPPL shall

be indemnified and held harmless by the Customer against any claims losses or damages arising from such receipt.

- 27.3 JPPL shall deliver the cargo or container if instructed by the Customer or against presentation/surrender of receipt or delivery/shipment note in a form approved by JPPL and duly endorsed by the Customer and in accordance or compliance with the provisions agreed between JPPL and the Customer and/or these Rules.
- 27.4 In the event that JPPL is requested to issue a delivery/shipment note, JPPL shall do so in the form as determined by JPPL with the information as provided by the Customer. JPPL shall not be responsible or liable for the accuracy or completeness of the information contained in the delivery/shipment note. In addition, JPPL shall be entitled to refuse to issue such delivery/shipment note in the event of non-compliance or breach of any provisions agreed to between the Customer and JPPL or these Rules.

28. Damaged Container or Cargo

JPPL shall not be responsible for, and the Customer shall indemnify and hold harmless JPPL against all loss, damage, expense, and liability arising from handling or acknowledgement of receipt of cargo or container, including but not limited to:-

- (a) any defect or fault in any cargo (including the packaging thereof) or container and/or the contents; or
- (b) the exercise of its right, in its sole discretion to detain, shut out, refuse to handle such container or cargo or take any such necessary action;

unless it is wholly caused by JPPL's gross negligence, willful default or omission.

29. Transfer of interest in cargo or container

JPPL shall not be bound by or required to inquire into the transfer of ownership or the right of delivery or possession or other right/interest in the cargo or container and shall be indemnified by the Customer for claims loss or damages arising from the delivery of the container or cargo in accordance with the Customer's instructions, receipt or delivery/shipment note.

30. Cargo in Reefer Container

- 30.1 Specific arrangements must be made with JPPL for the receipt and delivery of any reefer container, and in any event instructions in writing with detailed refrigeration requirement specifications shall be accurately given to JPPL within a time to be agreed between JPPL and the Customer, and, in the absence thereof, at least 24 hours in advance of delivery.
- 30.2 Unless otherwise agreed, JPPL has the right to refuse receipt of any reefer container.

- 30.3 If so instructed, reefer containers will within a reasonable time after delivery be connected by JPPL to the main power supply, but there shall be no obligation on the part of JPPL to maintain any main or auxiliary power supply.
- 30.4 Under no circumstances shall JPPL be responsible for any failure, discontinuance or interference in the power supply or for any failure to give notice of any such occurrence or for any failure to check or report upon temperatures or for any failure in the temperature reading equipment employed by the Customer or JPPL.
- 30.5 If JPPL is instructed by or on the behalf of the Customer to open or unpack any reefer container for any purpose whatsoever, JPPL shall in carrying out such instruction be deemed to be acting as agent of the Customer, and shall, in the absence of the fraud or wilful misconduct of JPPL or its servants or agents being proved, not be responsible for any deterioration of contents thereof or for any contamination to other cargo which shall be the sole responsibility of the Customer.

SECTION 6 BREAK-BULK CARGO

31. Before any break-bulk cargo is landed from a vessel, Customer shall furnish to JPPL full particulars of the gross weight, measurements, marks and contents of each packets, and if any cargo is unitized or palletized, particulars against each item of the unit number or pallet number thereof.
32. JPPL shall not be responsible for damage caused to break-bulk cargo due to any cause.
33. JPPL shall only receive or deliver break-bulk cargo after full covering documentation is made available to JPPL as herein elsewhere stipulated to permit receipt or delivery.
34. JPPL will, if obliged to do so in writing, to ensure the correct packing and/or delivery of all cargo, but in the absence of the fraud or wilful misconduct of JPPL or its servants or agents being proved, by exercising reasonable endeavours, JPPL shall not be liable for any error in tallying, packing and/or delivery of cargo.
35. **Third Party Charges on Cargo**
- 35.1 The Customer shall ensure that the cargo is delivered to JPPL free of any charges or claims or sums due to third parties (the "third parties' charges").
- 35.2 JPPL shall be entitled to refuse to take delivery of any cargo in respect of which JPPL is not satisfied that all such charges and sums have been paid.
- 35.3 JPPL shall not be liable for nor be obliged to recover any such unpaid charges or sums or other charges or sums which have been overpaid or mistakenly paid by the Customer to any third party.

35.4 Notwithstanding that JPPL may have taken delivery of the cargo or goods, Customer shall be liable for such unpaid charges and sums and shall indemnify JPPL, its servant or agents against any claims against JPPL, its servants or agents in respect of such unpaid charges and sums together with all legal and other costs, charges and expenses (on a full Indemnity basis) incurred or to be incurred by JPPL.

36. Movement of Cargo

JPPL shall be entitled to move the cargo to any part of Jurong Port at its discretion without any claim whatsoever from Customer unless such claim has arisen from the gross negligence of JPPL. Even so, if JPPL is held liable, JPPL's liabilities are subject to the limits set out in Section 19 of these Rules.

**SECTION 7
DANGEROUS GOODS**

37. Dangerous Goods

37.1 All dangerous goods exported/imported/transhipped through JPPL shall be subject to prior approval by JPPL and the relevant competent authority and comply with all applicable law, regulations, directions and codes issued by JPPL or by a statutory or regulatory body.

37.2 In the case of container loaded with dangerous cargo, the container must be clearly and indelibly marked and in accordance with all applicable local and/or international codes.

37.3 In the event of any spillage or discharge of any dangerous, hazardous or poisonous substances or any contaminant or pollutant, the Customer shall immediately inform JPPL and take all necessary steps to limit the extent of, clean and otherwise deal with such spillage or discharge, including providing relevant information and expertise.

37.4 Where a vessel in Jurong Port is loading or unloading dangerous goods or has on board such goods, that vessel should not engage in any operation that might cause an explosion or a fire or endanger persons or property.

37.5 The Customer shall be responsible for ensuring that all necessary measures are taken to ensure that the dangerous cargo is rendered safe for handling and storage.

37.6 Notwithstanding receipt or prior approval of the dangerous cargo, JPPL may, at its sole discretion,

- (a) destroy or dispose of;
- (b) detain or refuse to handle; and
- (c) take any steps to contain, prevent, limit or otherwise deal with any effects of;

the whole or any part of the dangerous goods at the sole risk and expense of the Customer, if JPPL is of the opinion that it is necessary or advisable to so do. In the event JPPL shall be fully indemnified and held harmless by the Customer for any cost incurred; or loss, damages and claims arising therefrom.

- 37.7 Notwithstanding the generality of the foregoing, the Customer shall bear the tariffs and charges incurred for the handling and storage of the dangerous cargo until the date of its destruction, discharge or spillage.

SECTION 8 RIGHTS OF JPPL OVER CARGO, CONTAINERS AND VESSELS

38. Inspection of Cargo and Directions by JPPL

38.1 JPPL shall be entitled at any time –

- (a) to open, weigh, measure, test or examine the means of transportation for the purpose of inspection;
- (b) to request the Customer to amend weight/measurement and/or pay the cost of inspection and verification incurred or to be incurred by or on behalf of JPPL;
- (c) to refuse entry of cargo through gate at Jurong Port or discharge of any cargo from Vessel if –
 - (i) the Customer fails or omits or neglects to provide any information as may be deemed necessary by JPPL; or
 - (ii) the cargo does not conform with the information provided by the Customer; or
 - (iii) the cargo does not comply with the requirements of the competent authority.
 - (iv) the cargo are in an apparently damaged or defective condition.
- (d) to remove the cargo forthwith at the risk and expense of the Customer; or
- (e) to request Customer to remove the cargo immediately.

38.2 Notwithstanding Rule 38.1 above, any Customer who makes an incorrect declaration by omitting or understating the weight / measurement of any cargo handled within Jurong Port shall pay a penalty charge to JPPL which will be calculated as the omitted or understated weight / measurement of the cargo multiplied by S\$5/- per ton. This penalty charge is in addition to any other port charges payable by the Customer for the cargo handled.

39. Perishable Cargo

JPPL shall be entitled to request that all perishable cargo be removed by the Customer immediately upon discharge and if the Customer fails to do so to remove such cargo JPPL may remove or cause the same to be removed and the cost thereof shall be paid by the Customer to JPPL.

40. Right of Lien and Retention

40.1 JPPL shall, in addition to any of its rights under these Rules, have the sole option but without any obligation to exercise a lien over and may refuse to deliver to the Customer any cargo or properties, sums (including any sums collected by JPPL from third parties on behalf of the Customer) and all documents deposited with JPPL unless all charges or all sums accrued and due and owing to JPPL shall have been previously paid by the Customer to JPPL.

40.2 JPPL's lien shall have priority over all other liens and claims in respect of such property, sums and documents.

41. Right to Dispose of Cargo Remaining in Jurong Port

JPPL shall, in addition to any of its rights under these Rules, have the right to dispose, auction, remove, or destroy all of any cargo upon the occurrence of any of the following events –

- (a) If the cargo are (in the opinion of JPPL) unclaimed or abandoned in Jurong Port or not delivered within the stipulated period upon notice given by JPPL to Customer; or
- (b) If Customer fails or neglects or omits to pay any outstanding sum due and payable to JPPL.

42. Recovery and Enforcement of Outstanding Sum

If a charge or sum is not paid on its due date or within the prescribed time, JPPL may, in addition to any other remedy which JPPL may be entitled to use, distrain, arrest, seize and detain the vessel and its appurtenances including its tackle, apparel or furniture or any part thereof until the amount so due is paid.

43. Right to Retain Sale Proceeds

43.1 Upon fourteen (14) days' prior written notice, JPPL may sell any container cargo or vessel or its appurtenances detained pursuant to any Rule of these Rules, or, if any property detained is in the opinion of JPPL unsaleable, JPPL may dispose of the property as it thinks fit. Upon the sale, JPPL shall be entitled to retain the sale proceeds and apply it in the manner set out below and in Rule 44 in particular.

43.2 If the proceeds of sale are insufficient to reimburse JPPL, JPPL may recover the deficiency from the person liable to pay the unpaid charge on account of which the property was sold as a debt in any court of competent jurisdiction.

- 43.3 Any surplus proceeds of sale in hand will be released by JPPL on demand to the person appearing to JPPL to be entitled thereto.
- 43.4 Any cargo or vessel detained by JPPL and not disposed of by them will, on payment of the charges due thereon, be released by JPPL to the person appearing to the JPPL to be entitled thereto.
- 43.5 If the place of business or abode of the person to be notified is not known to JPPL, or is outside Singapore, the notice may be given by displaying it at the head office of JPPL for seven days before the sale.
- 43.6 If the owner or master of a vessel cannot be ascertained the notice shall be given by affixing it in a conspicuous position on the vessel.
- 43.7 JPPL shall not be responsible nor liable for any liability, loss, damage, costs or expense incurred or to be incurred by JPPL in connection with the unclaimed goods.

44. **Application of Sale Proceeds**

The proceeds from the sale of any goods or cargo or vessel shall be applied in the following order –

- (a) in payment of the expenses of seizure, detention and sale and of expenses incurred by JPPL in assessing or recovering the unpaid charge in respect of which seizure or detention was effected including the amount of any costs ordered to be paid to JPPL;
- (b) in payment of the outstanding sum due to JPPL.

45. **Power to Move Vessel Sunk**

- 45.1 If, in the opinion of JPPL, a vessel sunk, stranded or abandoned in Jurong Port, or is likely to become, an obstruction, impediment or danger to the safe and convenient navigation or use of Jurong Port or any part thereof, JPPL shall be entitled to cause the vessel to be removed, blown up or destroyed.
- 45.2 JPPL may cause the vessel or its goods or cargo or anything associated with the vessel which may be removed or saved from the vessel to be sold in such manner as JPPL thinks fit and may out of the proceeds of such sale retain the expenses incurred by JPPL and will on demand pay the surplus, if any, to the person entitled thereto.
- 45.3 If the proceeds of sale are insufficient to reimburse JPPL for the expenses, JPPL may recover the deficiency, or if there is no sale, the whole of the expenses from the person who is or was the owner of the vessel at the time of the sinking, stranding or abandonment thereof as a debt in any court of competent jurisdiction.

SECTION 9
Properties, Equipment AND Manpower

46. Equipment and Manpower

- 46.1 Unless JPPL has agreed otherwise, the Customer shall use equipment and manpower supplied by JPPL for handling the cargo.
- 46.2 Customer handling bulk commodity and cargo in conventional form shall provide their own trucking equipment for the movement of cargo from vessel to wharf or vice versa and shall ensure that the cargo are properly stored at the designated storage areas.
- 46.3 Subject to prior written approval by JPPL, Customer handling bulk commodity and cargo in conventional form may be allowed to use heavy mobile shore crane upon the terms and conditions as JPPL may deem fit.
- 46.4 Movement of heavy lifts discharged or for loading onto vessel on the wharf deck shall be on vehicular transportation designed for such operation subject to JPPL's written approval.

47. Liability of Customer for Damage to Port Equipment or Property

Anyone who causes damage to any part of Jurong Port or equipment or machinery or property (which includes berths and warehouses, roads, lighting, lighting masts) belonging to or leased, operated, managed by JPPL shall be responsible for any direct and indirect loss and damage suffered by JPPL.

48. Liability of Customer for Damage Caused by Hired Vehicle or Equipment

Customer shall be liable to JPPL or indemnify JPPL in respect of any loss or damage or claim or proceeding notwithstanding that the crane or forklift or vehicle or equipment is hired from JPPL or is driven by servant or agent of JPPL.

SECTION 10
FACILITIES, FIXTURES AND FITTINGS

49. Selection of Facilities by JPPL

Unless agreed otherwise by JPPL and Customer in writing, JPPL may select the Facilities in its absolute discretion.

50. Fixtures, Fittings and Measures

JPPL shall be entitled immediately and at the risk and expense of the Customer –

- (a) to install or modify any fixture or fitting to the Facilities; and/or

- (b) to take every measure reasonably deemed by JPPL to be necessary for the prevention or reduction of risk of any claim against JPPL, its servants or agents.
- 51. Notwithstanding that the Customer may be deprived of the use of Services/Facilities from such works, Customer shall pay the charges for the period.
- 52. **Notification to Customer**

JPPL shall as soon as possible, notify the Customer of such installation, modification and measures but any failure by JPPL to notify the Customer shall not entitle the Customer to make any Claim against JPPL in respect thereof.
- 53. **Property of JPPL**

Notwithstanding that the cost of such installation, modification or measures shall have been borne by the Customer, such fixture or fitting shall be the property of JPPL.
- 54. **Inspection and Works**

JPPL shall be entitled to carry out inspection of the Facilities or any works for the maintenance or repair or alteration or addition to the Facilities at the risk and expense of the Customer.

SECTION 11 STORAGE SPACE

- 55. **At the Berth and Storage Space**
 - 55.1 Immediately upon arrival of the vessel at the berth, the Customer shall, in the absence of any express agreement to the contrary –
 - (a) ensure the provision of adequate and proper carriage and storage of cargo;
 - (b) remove or ensure the removal of the cargo completely out of the Jurong Port after or ensuring the payment of all outstanding fees, port charges, tariffs and costs due in respect of the cargo and goods;
 - (c) ensure the provision of adequate and proper supervision, labour, mechanical and other equipment, pallets and gears etc to carry out stevedorage, cargo-handling e.g. stacking, shifting etc., storage, receipt and delivery of the goods handled by Customer, its contractors, sub-contractors, clients, or agents in the storage space to the satisfaction of JPPL;
 - (d) ensure effective supervision for the proper and safe working of the cargo without causing any damage or injury whatsoever;

- (e) ensure effective supervision and safe working environment for the proper and safe stacking and storage of the cargo in the storage space. The cargo shall be sorted out in accordance with the markings, sizes and types of packages prior to storage as aforesaid, and shall be stored at least one (1) meter away from all walls and doors and Customer shall ensure that all firefighting equipment, systems, facilities and apparatus shall not at any time be obstructed by the goods;
- (f) comply all instructions given by the shipper of the cargo;
- (g) ensure that the servants and workmen employed by Customer or its contractors, sub-contractors, clients or agents or its or their visitors do not indulge in any hazardous or unlawful activities in or around the vessel, the storage space or any part of Jurong Port;
- (h) ensure that smoking inside, outside or near the hatches of the vessel is absolutely prohibited;
- (i) ensure that no damage or loss will be caused by Customer, its servants, workmen, contractors, sub-contractors, clients or agents to any goods, vehicles, articles or equipment belonging to or handled or used by those other Jurong Port users;
- (j) be responsible for all its operations and shall ensure that all aspects of its operations are carried out properly, safely and in good workmanlike manner as may be prescribed by JPPL from time, and all applicable laws;
- (k) be responsible for the safety and safekeeping of the cargo, articles, vehicles, machinery and equipment handled or used or in any way connected with Customer's operation;
- (l) be responsible for the regular housekeeping of the storage space;
- (m) keep the storage space and every part thereof clean, and in the fullest possible hygienic conditions to the satisfaction of JPPL; and
- (n) be responsible for all consequential claims, actions and proceedings caused directly or indirectly by any sole act, default or negligence of Customer, its servants, workmen, contractors, sub-contractors, visitors, clients or agents, and shall fully indemnify JPPL in relation thereto.

55.2 Without prejudice to any right or remedy JPPL may have against Customer, Customer shall be responsible for all claims from shippers and consignees.

56. **Disclaimer of Liability**

56.1 Cargo, equipment and goods are stored at the sole risk, liability and responsibility of the Customer and no bailment relationship between JPPL and the Customer will thereby be created.

- 56.2 The Customer shall make its own assessment as to the suitability of the storage spaces available in Jurong Port and JPPL does not make any representation or warranty as to the suitability of the storage space for the storage of the cargo or container and in no case shall JPPL be responsible for any loss and damage to cargo kept in storage space or reefer containers.

SECTION 12 SAFETY

57. Head Protection

Safety helmet with chin strap must be worn at all times at the wharves, on board vessels, container yards and other Operational areas or any other places where there is a risk of falling objects.

58. Footwear

Safety shoes must be worn at all Operational areas at all times. Sandals, slippers and high heels are strictly prohibited.

59. Working at Heights

- 59.1 Every person shall equip themselves with a fall arrest system, (including but not limited to a full-body harness, an energy absorbing device and a lanyard) wear safety belts or harness when working at heights and ensure proper anchor to a secure anchorage point.

- 59.2 Every person who works on raised platform shall be provided with secure handhold and foothold.

- 59.3 Every person working at height shall comply with the Workplace Safety and Health (Working at Heights) regulations and all other requirements such as the approved code of practices relating to safe and sound practices for fall prevention.

60. Eye protection and Respiratory mask

Eye protection such as safety glasses, welding shields must be worn in any work that may present a risk of injury to the eyes against flying particles or harmful rays. Respiratory mask shall be worn, where any process or work carried in JPPL is likely to give off any hazardous dust, fumes, gas, vapour, mist, fibre, or other contaminants, all reasonable measures shall be taken to prevent accumulation in the workplace and protect persons at work against exposure.

61. Open fires, Smoking and Hot works

- 61.1 Except with the written approval of JPPL, no open fires shall be carried out at Jurong Port.

- 61.2 Smoking is strictly prohibited at all Operational areas.
- 61.3 Hotworks is strictly prohibited in the engine room of the vessel.
- 61.4 No hot work shall be carried out on board the vessels and on land unless prior written approval has been first obtained from JPPL.

62. FireFighting Equipment and Facilities

- 62.1 All firefighting equipment/structures (eg, hose reels, hoses, fire extinguishers, wiring systems) and facilities (eg, call points, hydrants) should not be tampered with, altered or removed from their assigned locations unless there is a true fire emergency.
- 62.2 Notification shall be given to JPPL immediately for any defective or damaged firefighting equipment and facilities.
- 62.3 Except for firefighting activities, no person shall use firewater for any other purposes.
- 62.4 Block valves for fire mains shall be kept open at all times.
- 62.5 There should not be any obstruction to the access of the firefighting equipment, systems, facilities alarm call points or fire escape routes.

63. Housekeeping and Flammable/Combustible Materials

- 63.1 Except with the approval of JPPL, no storage of highly combustible/flammable materials at the Operational areas is allowed.
- 63.2 Gas cylinders used in hot works must be clearly colored/marked for its identity and firmly secured to prevent tip over.

64. Fire

In case of fire, immediate actions should be taken to –

- (a) try to put out the fire whenever possible with the use of the firefighting equipment provided without endangering your own safety; and
- (b) alert other personnel in the vicinity by shouting “fire”, break the call point and call JPPL . When reporting, please state clearly the location of the incident.

65. General Conduct

- 65.1 Every person within Jurong Port shall –
 - (a) not consume alcoholic drinks at all times;

- (b) not sleep at the Operational areas;
- (c) not fish or swim in the port waters;
- (d) observe all traffic signs and directions by persons in charge of traffic in Jurong Port;
- (e) not carry out operational work during severe weather conditions (storms, heavy downfalls, fog, haze, lightning, typhoon etc);
- (f) not bring or keep pets such as dogs or cats etc; and
- (g) wear reflective vests at the Operational areas at all times.

66. Accident Reporting

All accidents relating to health, safety and environment and inclusive of near misses should be promptly reported to JPPL.

67. Oil and Chemical Spill

67.1 Incidents involving oil or chemical spillage into port waters must be reported promptly to the MPA and JPPL. In order to mitigate and control the spillage, JPPL shall be entitled to, whether by itself or through the engagement of third party service providers, salvage any spillage which JPPL deems necessary. Any costs or fees incurred shall be borne by and recoverable from the Customer and/or the person causing the pollution.

67.2 No person shall handle dangerous goods roughly or carelessly or while he is impaired by alcohol or drugs, or do or omit to do anything that might damage the dangerous goods or cause an explosion or a fire in Jurong Port, in any other manner endanger persons or property.

68. Certification of Equipment & Servicing

68.1 No equipment is allowed to be used in Jurong Port unless it has been certified fit by competent authority for operation and statutory requirements in respect of usage and conditions of such usage have been complied with.

68.2 Equipment must be subject to regular servicing programs to ensure its operational integrity.

68.3 Owner or person in charge of or in possession of the equipment shall produce all relevant certification pertinent to the operations of the equipment e.g. insurance coverage, registration with the competent authority, lifting certificates (for lifting machines), inspection certificates etc upon request from time to time.

69. Equipment Operation

- 69.1 Equipment should only be operated by personnel who are trained and hold valid certificates/licenses for its operation.
- 69.2 All equipment must never be left unattended when it is in operation.
- 69.3 Equipment must be turned off when refueling or when left unattended. Access to the equipment must be restricted so as to prevent unauthorized person from operating the equipment.
- 69.4 Every operator of the equipment should check and ensure that the equipment and its safety guards are in good operational condition before use. Inspection of lifting equipment (including ship's lifting gears) by an authorised examiner shall be carried out at least once every 12 months for those lifting goods and materials or 6 months for those lifting personnel. For ship lifting gears, class surveyor is deemed to be an authorised examiner.
- 69.5 Equipment should only be used for its intended purpose and in accordance with its specifications.
- 69.6 Equipment headlights, blinker lights etc must be switched on when operating in warehouses, between 7 p.m. and 7 a.m. and during situations where visibility is poor.
- 69.7 Prior approval shall be obtained from JPPL for the entry, parking and operation of equipment (forklift or mobile crane etc) within Jurong Port.
- 69.8 Safety device such as wheel locks or proper support stands should be used when vehicle or equipment is under repairs.
- 69.9 All equipment including but not limited to tools, spares and parts shall not be stored or parked in any part of Jurong Port without prior written approval.

70. **Confined Space Work**

Work in confined space should be carried out in compliance with MOM's Code of Practice for "Entry into and Safe Working in Confined Spaces" as amended from time to time.

71. **Lifting and Crane Operations**

The guidelines and required practices imposed by JPPL and MOM concerning the safe use of mobile cranes must be strictly complied with including the provision of a Lifting Supervisor.

72. **Lock-Out and Tag out Procedures**

- 72.1 "Lock out procedures" shall be carried out to ensure that no equipment or machinery is activated while repair/maintenance work is being carried out. Lock out procedures involve securing the switch control against any accidental activation of the equipment.

72.2 Besides isolating the energy sources to the equipment, the switch control shall also be tagged to inform other operators of the status of the equipment.

73. Movement at Wharf Areas

73.1 No cargo or trailers are allowed to be stationed/parked at the wharf areas except for the purpose of loading or unloading operations.

73.2 No person shall loiter at the wharf area during loading and unloading operations except on official duties.

74. Vessel Berthing and Alongside Operations

74.1 Derricks and cranes of vessels must be fixed in position to face seaward side before berthing.

74.2 Vessel must be secured to the bollards when alongside to prevent drift of vessel from berth Gangway, safety net, save all nets must be installed and properly secured.

74.3 Rat guards should be affixed on all mooring ropes.

74.4 Every vessel master must monitor the gangway and the mooring rope for necessary adjustments during the vessel's operations.

74.5 All cargo holds should be adequately ventilated and tested before entry.

74.6 For discharging and loading operations of all vessels, the ship crew and the vessel agent or his designate shall monitor and provide directions to the operator and ensure no listing of the vessel.

74.7 For municipal refuse disposal from vessels, the vessel master shall declare that such refuse does not contain any toxic, radioactive or harmful and illegal substances that are hazardous to human health and the environment.

75. Stevedoring Operations

75.1 Only trained, qualified and/or competent personnel are allowed to carry out lashing, unlash and other stevedoring work. There must also be sufficient manpower for each stevedoring operation.

75.2 There shall be proper and safe means to gain access to and from high work places.

75.3 No tools or equipment shall be thrown/dropped from a high workplace.

76. Operations at Container Terminals (wharves)

- 76.1 Wharf controller must be present at the quay crane's workstation at all times during ship operations to coordinate and supervise the vessels operations. He shall not perform any other duties outside his scope of work.
- 76.2 Prior to unloading operations, all equipment and personnel are to keep clear of the landing areas. The areas shall be demarcated with safety cones.
- 76.3 No vehicles, equipment or personnel shall be stationed along the equipment gantry path at all times.
- 76.4 Warning signals and siren shall be raised when traversing along the cranes' gantry path to warn of moving equipment or during crane operations.
- 76.5 Every driver of prime mover chassis shall ensure that twist locks of containers are unlocked before offloading or locked after loading.
- 76.6 Traffic directions at the wharves must be strictly observed at all times.

77. **Operations at Container Terminals (Yards)**

- 77.1 No equipment or personnel are allowed to be stationed within the container yards when crane operation is in progress.
- 77.2 No vehicles, equipment or personnel are allowed to be stationed along the equipment gantry path at all times.

78. **Handling of Cargo**

- 78.1 Cargo must be stacked within safe height limits against any falling hazard and properly secured against any free movements.
- 78.2 There should be a proper segregation between incompatible materials at the storage areas e.g. foodstuff and industrial materials etc
- 78.3 There should be adequate space clearance between stacks and between stacks and walls.
- 78.4 Cargo at storage areas must be stacked neatly so as not to cause obstruction to the flow of traffic.
- 78.5 There should not be overloading of trucks for the transport of bulk cargo and sideboards should be used to minimize spillage.
- 78.6 All cargoes must be removed as practically possible from the wharf side after discharge from the vessels so as not to cause obstruction to other port users.
- 78.7 Operational areas must be kept clear of cargoes other than those at designated storage areas.

- 78.8 Containers shall comply with weight limitations imposed or directed by the relevant laws, directives and regulations as well as the recommended weight limits of the container. In the event of a breach, JPPL shall be entitled to refuse to receive, handle or deliver the container; and/or take any action necessary (but not obliged to) to ensure compliance and shall be held harmless and indemnified for the same.

SECTION 13 SECURITY

79. Entry pass and identification documents shall be produced for inspection as and when required by JPPL or the competent authority.
80. Vessels' crew shall be restricted to move directly between vessels and port gates.
81. No illegal immigrants or stowaways are allowed in Jurong Port. Immediate attention shall be brought to the relevant authority for the presence of any illegal immigrants or stowaways.
82. All warehouses and offices shall be locked and secured after working hours whenever applicable.
83. It is the responsibility of the Customer, users of Jurong Port and contractors to ensure good behaviour of their workers under their charge while working in Jurong Port.
84. All persons in Jurong Port shall cooperate with the State Police and/or JPPL's appointed/designated security personnel and provide accurate information for the purpose of facilitating the investigation work.
85. Report shall be made immediately to JPPL's appointed/designated security personnel should suspicious persons be found loitering around Jurong Port.

SECTION 14 TRAFFIC IN JURONG PORT

86. **Compliance with Traffic Rules and Directions**

All vehicles in Jurong Port shall conform to traffic rules and laws in all aspects, and directions given by Jurong Port or the relevant authority. Drivers must produce valid licence upon request.

87. **Parking at Jurong Port**

- 87.1 Vehicles may be parked only in designated parking spaces and parking areas.
- 87.2 Vehicles parked at Jurong Port are at the risk and expense of their owners or the persons apparently in possession of the vehicle.

87.3 Under no circumstances shall JPPL be liable, whether directly or indirectly, for any loss of or damage to any vehicle or property or any damage or injury to any person howsoever arising.

88. Transport of Cargo

88.1 All cargo must be secured properly before moving off to prevent the cargo from falling off the vehicles during transportation. For container trailers, all twist locks must be engaged after loaded onto the chassis.

88.2 For bulky cargo and heavy equipment movements within Jurong Port, arrangements for escort must be made to direct the load and equipment safely to its assigned location or out of Jurong Port.

88.3 No transport vehicle will be allowed to overload.

88.4 In the case of transport of cement, sulfur, debris, soil by bin trucks, port user shall ensure that there is no overfilling and sideboards should be used at all times.

89. Motorcycle and Bicycle

No motorcycle and bicycle shall be driven or operated in Jurong Port.

90. Heavy Equipment

90.1 No heavy equipment (mobile crane, forklift etc) may be entered into Jurong Port unless prior written permit has been obtained from JPPL.

90.2 Owner or person apparently in possession of the heavy equipment shall comply with and observe all applicable laws, and terms and conditions set out in the permit, and directions as may be given by JPPL from time to time.

**SECTION 14A
ENFORCEMENT BY JPPL**

90A. Notwithstanding the generality of these Rules, JPPL may impose further terms and conditions, issue any directive, instructions or orders, as it shall deem as necessary to ensure the safety and security of Jurong Port.

90B. The Customer shall be obliged to comply with such Rules or the terms and conditions, issue any directive, instructions or orders issued under Rule 90A at its own cost.

90C. JPPL shall be entitled to take any steps or measures necessary to ensure compliance including imposing fines, penalties, suspending operations, revoking permits or approvals and restricting access.

90D. JPPL shall not be liable and shall be held harmless and the Customer shall indemnify JPPL for any loss or damage arising from the compliance, breach or

enforcement of such Rules or terms and conditions, directives, instructions or orders.

SECTION 15 ELECTRONIC DATA INTERCHANGE

91. Purposes

These Rules are intended to facilitate the provision of Services/Facilities by JPPL to its Customers through the use of Electronic Data Interchange by electronically sending and receiving data in agreed formats in substitution for conventional paper-based documents. These Rules seek to assure that such transactions are not legally invalid or unenforceable by reason only of their being effected by means of available electronic technologies for the benefit of the parties.

92. Definitions

For the purposes of these Rules, the following expressions shall have the following meanings unless the context requires otherwise:

- (a) **“Data Message”** means a notice or information generated, sent, received or stored by electronic, optical or similar means acceptable to JPPL, including but not limited to Electronic Data Interchange, electronic mail, telegram or telex;
- (b) **“Electronic Data Interchange”** means the electronic transfer from computer to computer of information, commercial or administrative transaction using agreed standard to structure the transaction or message data. Such Electronic Data Interchange may include but not limited to JP-Online;
- (c) **“Originator”** in relation to a Data Message means the Customer or any Customer’s Representative by whom or on whose behalf the Data Message purports to have been sent or generated prior to storage.

93. Other Forms of Writing

Where the Contract or transaction requires any notice or information to be in writing, that requirement is also met by a Data Message if the notice or information contained therein is accessible so as to be useable for subsequent reference.

94. Original

94.1 Where the Contract requires any notice or information to be presented or retained in its original form, that requirement is met by a Data Message if –

- (a) there exists a reliable assurance as to the integrity of the notice or information from the time when it was first generated to its final form, as a Data Message or otherwise; and

- (b) where it is required that that notice or information be presented, that notice or information is capable of being displayed to the person to whom it is to be presented.

94.2 For the purposes of these Rules –

- (a) the criteria for assessing shall be whether the notice or information has remained complete and unaltered, apart from the addition of any endorsement and any change which arises in the normal course of communication, storage and display; and
- (b) the standard of reliability required shall be assessed in the light of the purpose for which the notice or information was generated and in the light of all the relevant circumstances.

95. **Signature and Attribution**

95.1 Where the transaction or Contract requires a signature of the Originator, that requirement is met in relation to a Data Message if –

- (a) a method is used to identify the Originator and to indicate their receipt of the notice or the information contained in the Data Message; and
- (b) that method is as reliable as was appropriate for the purpose for which the Data Message was generated or communicated, in the light of all the circumstances, including the Contract.

95.2 (a) A Data Message is that of the Originator if it was sent by the Originator itself.

(b) As between the Originator and JPPL, a Data Message is deemed to be that of the Originator if it was sent –

- (i) by a person who had the actual, ostensible or apparent authority to act on behalf of the Originator in respect of that Data Message; or
- (ii) by a system for generating, sending, receiving, storing or otherwise processing data messages, programmed by or on behalf of the Originator to operate automatically.

95.3 As between the Originator and JPPL, its servants and agents, JPPL, its servants and agents are entitled to regard a Data Message as being that of the Originator and to act on that assumption, if the Data Message as received by JPPL, its servants or agents resulted from the actions of a person whose relationship with the Originator enabled that person to gain access to a method used by the Originator to identify Data Messages as its own.

95.4 Rule 95.3 shall not apply as of the time when JPPL, its servants or agents have both received notice from the Originator that the Data Message is not that of the

Originator and JPPL, its servants or agents had reasonable time to act accordingly.

95.5 Where a Data Message is that of the Originator or is deemed to be that of the Originator, JPPL, its servant and agent is entitled to act on that assumption, then, as between the Originator, and JPPL, its servants or agents is entitled to regard the Data Message as received as being what the Originator intended to send and to act on that assumption.

95.6 JPPL, its servant or agent is entitled to regard each Data Message received as a separate Data Message and to act on that assumption, except to the extent that it duplicated another Data Message and JPPL, its servant or agent knew that the Data Message was a duplicate.

96. **Acknowledgement of receipt**

Except where expressly agreed otherwise, JPPL, its servant or agent is deemed to have received a Data Message when it acknowledges receipt by any communication in writing by JPPL, its servant or agent or any conduct of JPPL, its servant or agent sufficient to indicate to the Originator that the Data Message has been received.

97. **No Warranty**

The information and materials are provided by JPPL “as-is” and “as available” without warranty or representation of any kind, either express or implied.

98. **Disclaimer**

Under no circumstances shall JPPL be liable to the Customer or any other party for –

(a) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with the Data Message Interchange even if JPPL had been advised as to the possibility; and

(b) any direct, indirect, consequential, incidental, or special damage or loss of any kind (including without limitation loss of profits, loss of contracts, business interruptions, loss of opportunity or corruption to data) however caused and arising in connection with the use of Date Message Interchange, regardless of the form of action and even if JPPL had been advised as to the possibility of such damages.

(c) Inaccuracy of information and the Customer shall obtain independent verification of the same and/or rely on such information at its own risk.

**SECTION 16
CUSTOMER’S REPRESENTATIVE OR AGENT**

99. **Relations between Customer, Its Agent and JPPL**

- 99.1 Customer may, subject to the prior approval of JPPL, appoint an agent (hereinafter called the "Agent") in connection with the Services/Facilities, and in the event of such appointment, Customer shall be deemed to have authorised the Agent to act on the Customer's behalf in respect of such Services/Facilities.
- 99.2 JPPL shall be entitled but not obliged at any time and from time to time hereafter, to act upon any instruction, request, notice or other communication from the Agent without prior reference to the Customer and to pay to the Agent any sums due under the Contract.

**SECTION 17
FINANCIAL PROVISIONS**

100. **Payment for Services and Facilities**

In consideration of the provision of the Services/Facilities by JPPL, the Customer shall pay to JPPL all charges and other sums which shall be imposed by JPPL under the relevant rates table, tariff or price list, under the Contract or at law.

101. **Payment of Costs incurred by JPPL**

The Customer shall be responsible for –

- (a) Any cost, expense or liability which may be incurred by JPPL in complying with Government regulations including but without limitation to movement, treatment, removal, or destruction of any cargo or container, dutiable goods, dangerous goods, infested, contaminated, condemned or abandoned cargo etc; and
- (b) All the legal costs and fees on the solicitors and clients basis incurred by JPPL in consulting solicitors and/or in enforcing any provision of the Contract of these Rules in the event of a breach by the Customer or user of Jurong Port of any of the provisions hereof.

102. **Goods and Services Tax**

The Customer shall bear or pay the goods and services tax or levies or charges whatsoever are now or hereafter required by law to be paid on or in respect of any sums payable by the Customer to JPPL.

103. **Interest**

On all amounts overdue to JPPL, the Customer shall pay to JPPL interest, calculated from the date such amounts are overdue until full payment thereof, at the rate as may be specified by JPPL from time to time.

104. **Account**

JPPL may at any time and from time to time require the Customer to open and maintain an account with JPPL subject to the terms and conditions as may be imposed.

105. Security Account

The Customer shall furnish security for a sum and of a form approved by JPPL for the due and punctual performance and observance by the Customer of the Contract.

106. Immediate Payment

The Contract sum shall become immediately due and payable –

- (a) if the Customer fails to make payment on its due date or fail to perform or observe any term or condition under the Contract or these Rules;
- (b) if legal proceedings have been commenced by any person for the bankruptcy, liquidation or winding up of the Customer;
- (c) if any order of distress or attachment or similar order has been made against any property of the Customer (including the cargo).

107. Set-Off

JPPL may set off or transfer any sum standing to the credit of any accounts in or towards satisfaction of any of the Customer's liabilities to JPPL and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency.

**SECTION 18
FORCE MAJEURE**

108. Force Majeure Events

108.1 A party shall not be deemed to be in breach of these Rules by reason of any delay in performance or non-performance of any of its obligations due to Force Majeure (as defined below in Rule 108.4) PROVIDED ALWAYS THAT any party invoking this Rule shall immediately notify the other party and identify the Force Majeure.

108.2 Customer shall fulfill such obligation immediately upon the cessation of the Force Majeure regardless of whether or not the Force Majeure shall cease during or after the Contract period.

108.3 If the Force Majeure shall continue for a period longer than that which JPPL considers reasonable for the release of the Customer from such performance or observance, JPPL shall be entitled to terminate the Contract immediately by notice to the Customer.

108.4 Force Majeure shall mean act of God, explosion, flood, tempest, act of public enemy, labour dispute involving complete or partial stoppage of work or delay in the performance of work, severe haze, strike, lock-out, sabotage, compliance with any regulation, measure, direction, order or request of any competent authority in Singapore, quarantine measure, riots, acts of terrorism, prohibition or restriction of import, export or transit or any cause beyond the reasonable control of JPPL.

SECTION 19 LIMITATION OF AND EXCLUSION FROM LIABILITY

109. Disclaimer of Liability

109.1 Notwithstanding the generality of the Rules, except where expressly agreed otherwise between the parties, JPPL shall not be liable for any loss, damage, action, demand, proceeding, claim, cost and expenses however caused and of any nature; in particular

- (a) unavailability of labour and/or Services/Facilities;
- (b) delay;
- (c) seizure under legal process;
- (d) fire, theft or explosion;
- (e) act, neglect or omission of the Customer;
- (f) latent or inherent vice of goods, vermin, white ants, rust, dry rot, wastage due to natural deterioration or contamination by other goods;
- (g) failure of the Customer, its agents or servants to take delivery of the cargo;
- (h) breakdown failure or malfunction of equipment or facilities;
- (i) radioactive materials or contamination;
- (j) any other cause outside the reasonable control of JPPL

unless it is first proven by the Customer or affected party that such loss, damage, destruction, death or injury is caused wholly by the gross negligence or wilful misconduct of JPPL or its servants or agents. JPPL shall not in any case be liable for indirect or consequential losses or damages.

109.2 Subject to Rule 109.1 and in the event of any claim against JPPL, JPPL's liability shall not exceed the lesser of –

- (a) the actual loss of damage incurred or suffered by the Customer or affected party; or

- (b) (i) in the case of physical loss or damage to an empty container and its ancillary equipment, the lesser of its depreciated value or reasonable cost of repairs which in any case shall not exceed:

S\$1,000 for a dry container, up to twenty feet in length
S\$2,000 for a dry container, more than twenty feet in length
S\$8,000 for a reefer container, up to twenty feet in length
S\$10,000 for a reefer container, more than twenty feet
S\$20,000; tanker, including iso-tank, of any size; and

- (ii) in the case of physical loss or damage to a laden container and its ancillary equipment, the lesser of its depreciated value or reasonable cost of repairs and the value of the cargo which in any case shall not exceed S\$5.00 per kilogramme of gross weight of the cargo (inclusive of container) up to a maximum of:

S\$30,000 container, up to twenty feet in length
S\$45,000 container, more than twenty feet in length
S\$45,000 reefer container or tanker, including iso-tank of any size

- (iii) in the case of uncontainerised cargo, S\$5.00 per kilogramme of gross weight of the cargo.

110. Notwithstanding Rules 109.1 and 109.2, JPPL shall not be liable for any claim of less than Singapore dollars one thousand (S\$1,000) and not more than Singapore dollars fifty thousand (S\$50,000) in aggregate per incident.

111. The limitation of liability per incident under these Rules shall relate to the whole of any losses or damages which may arise upon any one distinct occasion, although such losses or damages may be sustained by more than one person, and shall apply whether the liability arises at common law or under any written law and notwithstanding anything in such written law.

112. Notwithstanding any other provision of these Rules or of the Contract or any other provision agreed between JPPL and the Customer from time to time, JPPL shall not be liable for any indirect or consequential losses (including but not limited to any economic loss or to loss of turnover, profits, business or goodwill) or any indirect loss of damage.

113. The Customer expressly acknowledges that this clause satisfies the requirements of reasonableness specified in the Unfair Contract Terms Act 1977 and that it shall be estopped from claiming the contrary at any future date in the event of any dispute with the JPPL concerning JPPL's liability hereunder.

114. Time Limit for Claims

114.1 JPPL shall not in any event be liable for any loss or damage or expenses unless JPPL is advised thereof in writing of the claim within seven days from the earlier of:-

- (a) date of actual discovery of the incident by the claimant; and
- (b) date by which incident ought to have been discovered by the claimant.

114.2 If any claim shall have been notified to JPPL in accordance with Rule 114.1, the claim shall become void if the Customer or claimant shall not commence legal proceedings in respect thereof within the period of 6 months after the date of such notice.

SECTION 20 INDEMNITY

115. Remedies of JPPL

JPPL shall be held harmless and indemnified at all times from and against any and all actions, claims, charges, losses, demands, damages, costs, expense (including without limitation legal costs on an indemnity basis), proceedings and liabilities whatsoever suffered or incurred by JPPL arising directly or indirectly from –

- (a) any breach of these Rules by any person, or the Customer, its employees, servants, agents, contractors and customers, including consignors and consignees, with whom it has entered into any arrangement;
- (b) any matter or thing which it is provide herein shall be the responsibility or risk of the Customer or for or in respect of which it is provided that the Customer shall be responsible or liable.

116. Without prejudice to any provision in these Rules and in the event that any person fails to observe, or comply with or perform any of the terms of the Contract or these Rules, JPPL shall be entitled to adopt all or any of the following actions (but shall not be under any obligation to do so) –

- (a) request such person to rectify any/or remedy all or any of the defaults;
- (b) proceed to rectify any/or remedy all or any of the defaults as JPPL may think fit or necessary and all costs and expenses thereby incurred shall be payable forthwith by such person to JPPL as a debt;
- (c) expel such workmen, servant and other persons from Jurong Port.

117. The action or measure taken by JPPL shall not prejudice to any other rights for loss and damages and remedies that JPPL may have against such person.

118. JPPL shall not be liable to any person for any claim, loss, damage or inconvenience arising from or caused by the rectification or remedial measures or works.

SECTION 21

TERMINATION OF SERVICES/FACILITY

119. Earlier Termination

Without prejudice to any provision in these Rules, JPPL may terminate the provision of the Services/Facility forthwith at any time without any claim or charge by the Customer –

- (a) if the Customer fails to observe or perform any of its obligations and, if in the opinion of JPPL that the default is capable of remedy and is not remedied to the reasonable satisfaction of JPPL; or
- (b) if JPPL is of the opinion that the presence of the cargo or vessel or cargo at Jurong Port may lead to any claim against JPPL, its servants or agents; or
- (c) if JPPL is prevented from performing the Service/Facility by Force Majeure or cause beyond the reasonable control of JPPL.

SECTION 22 MISCELLANEOUS

120. Consent or Waiver

No failure on the part of JPPL to exercise, and no delay on its part in exercising, any right or remedy under these Rules will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in these Rules are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

121. Notice

121.1 Any notice or other document to be given by either party under these Rules or Contract shall be deemed to be received by the other party if sent by –

- (a) hand or local urgent mail or express mail or other fast postal service; or
- (b) registered post to the registered or representative office of the recipient in Singapore, or by telex, facsimile or other electronic media, followed immediately by a posted confirmation copy.

121.2 Notwithstanding the provisions of Rule 121.1, JPPL may in its absolute discretion where JPPL considers appropriate or conducive to efficiency or expediency, choose to give any notice to the Customer required under the Contract, by writing addressed to users of the Services/Facilities generally or by posting a copy of such notice at the JPPL Pass Centre or at the site office of any JPPL terminal.

122. Law and Jurisdiction

122.1 The governing law shall be the laws of Singapore.

122.2 Any dispute arising out of or in connection with these Rules, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this Rule.

122.3 The language of the arbitration shall be English.