

TERMS AND CONDITIONS FOR APPLICATION AND USE OF SERVICES/FACILITIES

SECTION A: GENERAL APPLICABLE TO ALL APPLICATIONS AND USE OF SERVICES/FACILITIES

- 1.1 In these Terms and Conditions, the following terms shall have the following meanings unless the context requires otherwise: **DEFINITIONS**

“**Customer**” shall mean the entity whose Company Name is entered in the “Registration Form” or such other form or web page of the Consolidated Registration portal of PSA (which may be found via the hyper links from <https://www.portnet.com> or such other URL as may be designated by PSA from time to time);

“**PSA**” shall mean PSA Corporation, PSA Marine (Pte) Ltd and/or Portnet.com Pte Ltd, as the case may be;

“**PSA Corporation**” shall mean PSA Corporation Limited or any of its direct or indirect subsidiaries as designated by PSA Corporation Limited from time to time, as the context requires;

“**URL**” shall mean Uniform Resource Locator which is an address of a file (i.e. resource) accessible on the internet.

- 1.2 The following terms and conditions shall govern and apply to each and every service or facility requested by the Customer from PSA, and shall be deemed to be incorporated and accepted upon the submission of your application: **INCORPORATED TERMS**

- (1) for services and/or facilities provided by PSA Corporation, the General Conditions for Services and Facilities and Specific Conditions for Terminal Services and Facilities provided by PSA Corporation;
- (2) for services and/or facilities provided by PSA Marine (Pte) Ltd, the General Operating Conditions provided by PSA Marine (Pte) Ltd; and
- (3) for services provided by Portnet.com Pte Ltd, the Terms and Conditions for PORTNET® Services provided by Portnet.com Pte Ltd,

the latest versions/editions of which have been made available to the Customer and which are also available via the following:

- for Container terminal, by contacting the “Commercial Department”
- for multipurpose terminal (MPT), by contacting MPT at 6771 6191
- for PSA Marine, by visiting their website at the following URL:
<http://www.psamarine.com>
- for Portnet.com Pte Ltd, via a URL provided at the Portnet registration page

- 1.3 Any application or registration submitted via the Consolidated Registration portal or by any other mode required or accepted by PSA shall constitute the “**Application**” referred to herein and in the General Conditions for Services and Facilities provided by PSA Corporation and/or the General Operating Conditions of PSA Marine (S) Ltd. The Customer warrants that all information provided by the Customer in the Application is true accurate and complete.
- 1.4 The expressions used in these Terms and Conditions shall have the same meaning as ascribed to them in the said General Conditions for Services and Facilities and Specific Conditions for Terminal Services and Facilities of PSA Corporation, the General Operating Conditions of PSA Marine (Pte) Ltd and/or the Terms and Conditions for PORTNET® Services.
- 1.5 All services or facilities provided to the Customer by PSA shall be charged according to: **CHARGES**
- the PSA Price List; and/or
 - the PSA Marine (Pte) Ltd’s Price List; and/or
 - Terms and Conditions for PORTNET® Services; and/or
 - such prices imposed from time to time,
- as the case may be.
- 1.6 Save as otherwise provided for in the Application: **LAW & JURISDICTION**
- (1) the Application shall be governed by, and construed in all respects in accordance with, the laws of Singapore; and
 - (2) the Customer shall submit to the jurisdiction of the appropriate Court of the Republic of Singapore in respect of any claim arising under the Application and/or the account in question or any other matter hereunder, and to obey any order or judgement of the said court as if the registered office of the Customer were within the jurisdiction of the said court.
- 1.7 Any communication or notice shall be served on the Customer by leaving the same at the Customer's registered office or such other address in Singapore as shall have been notified to PSA in writing or sent by facsimile transmission or by electronic mail or by telex to the facsimile number or electronic mail number of the Customer as shall have been notified to PSA in writing or by posting on PORTNET® and shall be in all respects operative and effective if served thereat. **NOTICES**
- 1.8 All rights and remedies of PSA shall be cumulative and no exercise of any such rights and remedies shall restrict or prejudice the exercise of any other right or remedy hereunder or otherwise available to PSA under the law. **REMEDIES**
- 1.9 No waiver of any breach of any of the terms and conditions herein shall constitute a waiver of any prior concurrent or subsequent breach of the same or any other provision contained herein. **NO WAIVER**
- 1.10 Any change of or addition to these Terms and Conditions shall be binding upon the Customer upon notification by PSA. **AMENDMENTS**

SECTION B: TERMS AND CONDITIONS OF ACCOUNT
APPLICABLE TO APPLICATION AND USE OF ACCOUNT (IN ADDITION TO
SECTION A)

2. Payments

PAYMENT METHODS

- 2.1 (a) PSA reserves the right in its discretion to bill the Customer on or before rendering or continuing to render any Services/Facilities to the Customer.
- (b) An administrative charge as reasonably determined by PSA may be incurred by the Customer under one or more of any of the following circumstances:
- (i) a failure in payment (save for the first such failure) by the Customer via GIRO;
 - (ii) any change or reversal of charge or invoice due to the Customer's actions or request;
 - (iii) any customisation of the invoice, payment advice or such similar document at the Customer's request;
 - (iv) any amendments to the GIRO batch after PSA has submitted such GIRO batch to the relevant bank; and/or
 - (v) any other Customer request beyond the reasonable scope of the billing services contemplated under these Terms and Conditions.
- 2.2 The Customer shall pay all bills¹ rendered by PSA as follows:
- (a) if the Customer is on GIRO, in accordance with the terms of GIRO; or
 - (b) if the Customer is not on GIRO, in accordance with the terms as agreed separately between PSA and the Customer; and:
 - (c) subject to sub-paragraphs (a) and (b) above, within 30 days from the date of the bill.
- 2.3 For hardcopy bills, the Customer shall identify and accompany payments with copies of the original bill stubs, payment advice or such similar documents. For Electronic Bills, the Customer shall identify and accompany payments with payment details on bill date, bill number and bill amount. If the payments are not so identified, PSA reserves the right to offset such unidentified payments against the Customer's earliest bills without reference to the Customer.

¹ Including bills rendered electronically ("**Electronic Bills**") which will be deemed rendered when the Electronic Bills are sent to the Customer and irrespective of whether they are downloaded by the Customer.

3. Enquiries

ENQUIRIES

3.1 The Customer shall direct any enquiries on any bill to:

for PSA Corporation:

“Accountant (Billing)”, Finance Division, PSA Corporation, through the following means:

- Address: 1 Harbour Drive, #13-00, PSA Horizons, Singapore 117352
- Email: billquery@globalpsa.com
- Telephone: 6279 4175

for Portnet.com Pte Ltd:

enquiries on payment:

via “Accountant (Accounts Receivable)”, Finance Division, PSA Corporation, through the following means:

- Address: 1 Harbour Drive, #13-00, PSA Horizons, Singapore 117352
- Email: psac-adc-arquery@globalpsa.com
- Telephone: 6279 5375

other enquiries via Portnet Helpdesk through the following means:

- Email: csc@portnet.com
- Telephone: 6321 1173/6771 7711

for PSA Marine (Pte) Ltd:

“Bill Enquiry Team”, through the following means:

- Address: 70 West Coast Ferry Road, Finance Department (Level 7), Singapore 126800
- Email: PSAM_ENQUIRIES@globalpsa.com
- Telephone: 6379 9820

not later than 14 days from the date of the bill, failing which the bill shall be deemed to be correct.

3.2 Notwithstanding any enquiries on the bill the Customer shall nevertheless settle payment as in clause 2 and pay the interest charge as in clause 4 without prejudice to PSA's rights herein and under the law.

3.3 If any enquiries are settled in favour of the Customer, PSA's liability to the Customer is limited only to the refund of payments made to PSA pursuant to the Application and PSA shall not be obliged to pay to the Customer any interest charge whatsoever on all such payments.

4. Interest

INTEREST

The Customer shall pay an interest charge at the rate of 1% per month or such other rate as may be notified to the Customer and imposed from time to time on all bills which are due and payable but which remain unpaid, without prejudice to the Customer's obligation to settle all bills as provided in clause 2.

5. Security

SECURITY

5.1 If requested by PSA, the Customer shall furnish to PSA cash deposits/advance payments and/or "payable on demand" securities issued by banks or financial/insurance companies acceptable to PSA, for such amounts and in such number of instruments as specified by PSA and in the forms as prescribed by PSA.

5.2 If PSA decides at any time hereafter that the security furnished pursuant to clause 5.1 is inadequate, the Customer shall on demand, furnish additional securities to PSA and/or make immediate payment of the deficit sum to PSA.

6. Cross-Contract Payments

**CROSS-CONTRACT
PAYMENTS**

6.1 Notwithstanding any other agreement entered into for the time being between PSA and the Customer, the sums due to PSA under the account may in each case at PSA's (but not the Customer's) option be deducted from or reduced by any sum due or to become due at any time from PSA/its related corporation to the Customer/its agent/related corporation under this or any other contract/account between the Customer/its agent/related corporation and PSA/its related corporation (including any rebate granted by PSA under the account) or may be recovered by PSA/its related corporation from the Customer/its agent/related corporation as a debt.

6.2 Notwithstanding any other agreement entered into for the time being between PSA and the Customer, the sums due to the Customer under the account may in each case at PSA's (but not the Customer's) option be used by PSA to pay or reduce any sum due or to become due at any time from the Customer/its agent/related corporation to PSA/its related corporation under the account or any other contract/account between the Customer/its agent/related corporation and PSA/its related corporation.

7. Customer's Obligations

If the Customer shall fail to observe or perform any of its obligations under any contract between PSA and the Customer (including, but not limited to any failure by the Customer to make payment to PSA in accordance with clause 2.1 and/or any failure by the Customer to comply with any health, safety or security rule or any other requirement imposed by PSA at any time), PSA shall be entitled to take all necessary steps to mitigate its risks and losses (including, but not limited to such steps to suspend its provision of all or any of the Services/Facilities supported by the account to the Customer and/or to suspend or close the account and/or to invoke any or all securities provided by the Customer or any other person in respect of the account).

8. Changes

CHANGES

8.1 The Customer shall inform PSA at least one week in advance of:

- (a) any expected increase in the volume of the activity (e.g. increase in the number of vessel calls, tonnage handled); and/or
- (b) any change in the Customer's particulars (e.g. change in company's/business' name, address, the principal the Customer is acting for or agent appointed by Customer),

through the following means:

for PSA Corporation and Portnet.com Pte Ltd:

- Attention: the Accountant (Accounts Receivable)
- Address: 1 Harbour Drive, #13-00, PSA Horizons, Singapore 117352
- Email: psac-adc-arquery@globalpsa.com
- Telephone: 6279 5375

for PSA Marine (Pte) Ltd:

- Attention: the Accountant (Accounts Receivable) of PSA Marine (Pte) Ltd.
- Address: 70 West Coast Ferry Road, Finance Department (Level 7), Singapore 126800
- Email: psamreceivable@globalpsa.com
- Telephone: 6379 9862

SECTION C: REGISTRATION OF SHIPPING LINE CODE AND CONTAINER OPERATOR CODE

APPLICABLE TO APPLICATION OF REGISTRATION AND USE OF SHIPPING LINE CODE AND CONTAINER OPERATOR CODE (IN ADDITION TO SECTION A)

- 9.1 The shipping line and/or code/container operator code are issued at the absolute discretion of PSA and may be subject to a charge payable by the Customer as reasonably determined by PSA. The Customer must furnish the relevant Agency appointment letter (where necessary).
- 9.2 PSA shall be at liberty at any time without prior notice to cancel, suspend or delete any shipping line code/container operator code, or to do the same in respect of specific services/facilities provided by PSA without being obliged to provide any reason. For the avoidance of doubt, PSA shall be at liberty at any time to reassign the shipping line code/container operator code.

SECTION D: APPLICATION FOR AND USE OF HAULIER CODE

APPLICABLE TO APPLICATION AND USE OF HAULIER CODE

- 10.1 The haulier code is issued at the absolute discretion of PSA and may be subject to a charge payable by the Customer as reasonably determined by PSA. The Customer must be a haulage contractor licensed by PSA. In addition to the licence, the Customer must furnish prime mover Vehicle Registration Cards for creation of vehicle data base in PSA's system.
- 10.2 The Customer shall inform the Gate Customer Service Unit, Haulier Services Department, of PSA, immediately:
- (i) when a prime mover is no longer in use by the Customer; and/or
 - (ii) when the Customer ceases, for any reason whatsoever, to continue operations.
- 10.3 PSA shall be at liberty at any time without prior notice to cancel, suspend or delete any haulier code, or to do the same in respect of specific services/facilities provided by PSA without being obliged to provide any reason. For the avoidance of doubt, PSA shall be at liberty at any time to reassign the haulier code.

USE OF HAULIER CODE

SECTION E: PERSONAL DATA PROTECTION

- 11.1 For the purposes of these Terms and Conditions and unless the context requires otherwise, “**Personal Data**” means data, whether true or not, about an individual who can be identified:
- (a) from that data; or
 - (b) from that data and other information to which PSA and/or the Customer has or is likely to have access.
- 11.2 In the event that the Customer provides Personal Data to PSA in the course of exercising any rights, fulfilling any obligations, or doing anything related to or arising out of the Application, the Customer undertakes and warrants that it has obtained all necessary consents required under the Personal Data Protection Act 2012 for PSA to collect, use and/or disclose such Personal Data for all the relevant purposes which PSA requires.
- 11.3 The Customer agrees to fully indemnify PSA against any and all actions, claims, legal costs, damages and/or other expenses which may arise out of the Customer's breach of clause 11.2.