

DP WORLD Empty Depot Services

TARIFF LIST 2025

VERSION 4.0.

ISSUED ON: 25/02/2025

APPLICABLE FROM: 01/03/2025



DP WORLD

OPERATIONS	EURO (€)
A1: Truck move (per container/move)	26,50
A2: Barge move (per container/move)	45,00
A3: Storage rate (per TEU/Day)	1,00
A4: Shunt move (per container/move)	26,50
A5: Shunting (transport) from Blockstack Q1700 to EDS (Per TEU) (or vice versa)	26,50
A6: Change of refused available container on chassis	53,00
A7: Move for extra inspection (per container)	40,00
A8: Extra shift move for delivering containers by number (per container)	79,50
NON-REEFER REPAIR	EURO (€)
B1: Repair container labour rate (per hour)	39,50
B2: Repair parts	POA
B3: Repair move (per move per container)	19,00
B4: Survey move (per move per container)	19,00
B5: Steam clean (per 20' container)	41,50
B6: Steam clean (per 40' container)	48,50
B7: Administration fee repairs (per rejected estimate)	54,00
B8: Inspection per container (excl. moves)	10,00
B9: Digital Photo's per container (Desk Survey)	25,00
B10: Creation of estimate (per container)	10,00
REEFER REPAIR	EURO (€)
C1: PTI per container	54,00
C2: Reefer box repair labour rate (per hour)	48,50
C3: Reefer machinery repair labour rate (per hour)	54,50
C4: Reefer repair parts	POA
C5: Repair move (per move per container)	19,00
C6: Survey move (per move per container)	19,00
C7: Steam clean reefer (per 20' container)	48,50
C8: Steam clean reefer (per 40' container)	55,00
C9: Administration fee reefer repair (per rejected estimate)	144,00
C10: Inspection per container (excl. moves)	10,00
C11: Digital Photo's per container (Desk Survey)	25,00
C12: Creation of estimate	10,00
C13: Reefer spare parts (Carrier)	POA + 35%
C14: Reefer spare parts (Thermoking)	POA + 20%
C15: Reefer spare parts (Daikin)	POA + 20%
C16: Reefer spare parts (Starcool)	POA + 20%
C17: Download	80,00

WATERSIDE OPERATIONS	EURO (€)
D1: Restow on barge (per container)	45,00
D2: Restow on quay (per container)	90,00
D3 : Idle time (Labour ordered not worked) Per gang per started hour	
D3.1.: Weekdays 1 st and 2 nd shift	250,00
D3.2.: Weekdays 3 rd shift, Saturday 1 st and 2 nd shift	+150%
D3.3.: Saturday 3 rd shift and all shifts on Sundays and Holidays	+200%
D4: Overtime supplement per gang per hour (maximum 2 hours)	
D4.1.: Per gang first started hour	500,00
D4.2.: Per gang second started hour	+50%
D4.3.: Weekdays 3 rd shift, Saturday 1 st and 2 nd shift	+150%
D4.4.: Saturday 3 rd shift and all shifts on Sundays and Holidays	+200%
D5: Load or discharge supported with chains (per container)	150,00
D6: Change of visit details (see details) (per container)	10,00
TRANSPORT SERVICES	EURO (€)
E1: Transport from left bank terminal to left bank terminal (per chassis)	180,00
E2: Transport from left bank terminal to right bank terminal (per chassis)	250,00
E3: Transport from right bank terminal to right bank terminal (per chassis)	180,00
E4: Transport from EDS to left bank	160,00
E5: Transport from EDS to right bank	230,00
E6: Waiting/Idle time (Per Started Hour)	150,00
SERVICES PERFORMED BY EDS AT ANTWERP GATEWAY	EURO (€)
F1: Service call fee	96,00
F2: Emergency Reefer Repair labour rate per hour (Workdays 1 st and 2 nd shift)	63,00
F3: Emergency Reefer Repair labour rate per hour (Workdays 3 rd shift and Saturday 1 st and 2 nd shift)	100,00
F4: Emergency Reefer Repair labour rate per hour (Saturday 3 rd shift and all shifts on Sunday and Holidays)	125,00
F5: Reefer spare parts (Carrier)	POA + 35%
F6: Reefer spare parts (Thermoking)	POA + 20%
F7: Reefer spare parts (Daikin)	POA + 20%
F8: Reefer spare parts (Starcool)	POA + 20%
EXTRA SERVICES	EURO (€)
G1: Bundling/unbundling of flats per container	50,00
G2: Shift Supplements for weekend operations (Friday 3 rd shift and Saturday 1 st and 2 nd shift) per container	10,00
G3: Shift supplements for weekend operations (Saturday 3 rd shift and all shifts on Sunday and Holidays) per container	20,00

FUEL SURCHARGE	EURO (€)
H1: Truck move surcharge 50% /per move	0,21
H2: Barge move surcharge 50% / per move	0,49
H3: Shunting surcharge 50% / per TEU	0,53

POA (Price on Application)

PTI (Pre-Trip Inspection)

TEU (Twenty Feet equivalent Unit)

EDS (Empty Depot Services)

Operations – Load/discharge

A1: Truck move

- Load or discharge from truck and transport to and from stack.

A2: Barge move.

- Load or discharge from barge to quay or vice versa

A3: Storage rate

- Containers held free of charge for the agreed free time. After exceeding the free pool, the storage charge will incur.

A4: Shunt move.

- Load or discharge from the internal truck and transport to and from stack.

A5: Shunting AG – EDS or EDS – AG

- Transport of the container from AG1700 Block stack to EDS or vice versa.

A6: Change of refused available container on chassis.

- If a container found available by the depot and still needs to be changed on behalf of the shipping company

A7: Move for extra inspection.

- A container must be cleared out for additional work of checks.

A8: Shift move for delivering containers by number.

- When EDS needs to move containers to meet a specific delivery requirement, we will charge the equivalent of three truck moves per container that needs to be shifted.

Non-Reefer Repair

In case the container is damaged and needs to be repaired, EDS will provide the customer with an estimate which includes the full repair of the container based on following items:

B1: Repair container labour rate per hour

- Labour rate per hour for the repair of the container.

B2: Repair parts

- The tariff of the different spare parts is listed a different spare parts list.

B3: Repair move

- Transport from the repair stack to the repair area or back in the stack.

B4: Survey move.

- Transport to and from the inspection zone for inspection by the liner.

B5: Steam clean 20' container

- Full inside cleaning of the 20' container

B6: Steam clean 40' container

- Full inside cleaning of the 40' container

B7: Admin fee repairs per rejected estimate

- For every rejected estimate for container repair made by EDS an admin fee will be charged to the customer.

B8: Inspection per container

- For each container EDS has to check whether the unit is damaged or available

B9: Digital photos or Desk Survey

- When EDS needs to provide photos of the container

B10: Creation of an estimate

- When EDS has to create a detailed estimate of the damaged container.

Reefer repair

In case the reefer is damaged and needs to be repaired, EDS will provide the customer with an estimate which includes the full repair of the reefer based on following items:

C1: PTI per container

- A Pre-Trip Inspection (PTI) is performed on every reefer that is brought to EDS. During the PTI the reefer is fully inspected (machinery and reefer container)

C2: Reeferbox repair labour rate per hour

- Labour rate per hour for the repair of the reeferbox items.

C3: Reefer Machinery labour rate per hour

- Labour rate per hour for the repair of reefer machinery items.

C4: Reefer repair parts

- The tariff of the different spare parts is listed a different spare parts list.

C5: Repair move per container per move.

- Transport from the repair stack to the repair area or back in the stack.

C6: Survey move per container per move.

- Transport to and from the inspection zone for inspection by the liner.

C7: Steam clean reefer per 20' container

- Full inside cleaning of 20' reefer

C8: Steam clean reefer per 40' reefer

- Full inside cleaning of 40' reefer

C9: Admin fee reefer repair per rejected estimate

- For every rejected reefer estimate made by EDS an admin fee will be charged to the customer (incl. PTI)

C10: Inspection per container

- For each container EDS has to check whether the unit is damaged or available

C11: Digital photos or Desk Survey

- When EDS had to provide photos of the container

C12: Creation of an estimate

- When EDS has to create a detailed estimate of the damaged container.

C13: Parts Carrier

- Parts of Carrier needed to execute the repairs.

C14: Parts Thermoking

- Parts of Thermoking needed to execute the repairs.

C15: Parts Daikin

- Parts of Daikin needed to execute the repairs.

C16: Parts Starcool

- Parts of Starcool needed to execute the repairs.

C17: Download

- When we need to take a download from a particular reefer container.

Waterside Operations

D1: Restow on barge

- Restow of a container on barge (not via quay) on demand of the barge company or shipper. This can also be applied due to safety matters.

D2: Restow on Quay

- Restow of a container via quay on demand of the barge company or shipper. This can also be applied due to safety matters.

D3.1.: Idle time per started hour

- Charge levied for labour ordered, not worked, charged per gang per hour not worked and charged per hour started on weekdays 1st and 2nd shift.

D3.2. Idle Time surcharge on weekdays 3rd shift and Saturday 1st and 2nd shift.

- Surcharge on tariff D3.1. levied for labour ordered, not worked, charged per gang per hour not worked and charged per hour started on weekdays 3rd shift and Saturday 1st and 2nd shift.

D3.3. Idle time surcharge on Saturday 3rd shift and all shifts on Sunday and Holidays

- Surcharge on tariff D3.1. levied for labour ordered, not worked, charged per gang per hour not worked and charged per hour started on Saturday 3rd shift and all shifts on Sundays and Holidays and 3rd shift preceding a Holiday.

D4.1.: Overtime supplement (First started hour)

- In exceptional cases gangs can be ordered to work overtime with a maximum of two hours. These overtime charges to be paid as agreed within consortia. Charged as per local port regulations. This charge will be applied on weekdays 1st, 2nd or dayshift on the first started hour.

D4.2.: Overtime supplement (second started hour)

- In exceptional cases gangs can be ordered to work overtime with a maximum of two hours. These overtime charges to be paid as agreed within consortia. Charged as per local port regulations. This charge will be applied on weekdays 1st and 2nd or dayshift on the second started hour.

D4.3.: Overtime supplement (Weekdays 3rd shift and Saturday 1st, 2nd or dayshift)

- In exceptional cases gangs can be ordered to work overtime with a maximum of two hours. These overtime charges to be paid as agreed within consortia. Charged as per local port regulations. This charge will be applied on weekdays 3rd shift and Saturdays 1st, 2nd or dayshift, on every started hour.

D4.4.: Overtime supplement (Saturday 3rd shift and all shifts on Sunday or Holidays)

- In exceptional cases gangs can be ordered to work overtime with a maximum of two hours. These overtime charges to be paid as agreed within consortia. Charged as per local port regulations. This charge will be applied on Saturdays 3rd shift and all shift on Sunday or Holidays and 3rd shift preceding a Holiday, on every started hour.

D5: Load of discharge supported with chains.

- If we need to load or discharge a container using chains

D6: Change of visit details.

- If we receive a change of load- and/or discharge list (within 24hours of arrival), an administration fee will be applied per container.
- If a late cancellation (within 8 hours of arrival) an administration fee per container will be applied.

Transport Services

E1: Transport left bank terminal to left bank terminal.

- Transport fee for a repositioning of an empty container from a depot or terminal on the left bank to a depot or terminal on the left bank. (Excluding any additional idle time or waiting hours beyond the first free hour)

E2: Transport from left bank terminal to right bank terminal

- Transport fee for a repositioning of an empty container from a depot or terminal on the left bank to a depot or terminal on the right bank, or vice versa. (Excluding any additional idle time or waiting hours beyond the first free hour)

E3: Transport from right bank terminal to right bank terminal

- Transport fee for a repositioning of an empty container from a depot or terminal on the right bank to a depot or terminal on the right bank. (Excluding any additional idle time or waiting hours beyond the first free hour)

E4: Transport from EDS to Left Bank terminal.

- Transport fee for a repositioning of an empty container from EDS to a depot or terminal on the left bank, or vice versa. (Excluding any additional idle time or waiting hours beyond the first free hour)

E5: Transport from EDS to right bank

- Transport fee for a repositioning of an empty container from EDS to a depot or terminal on the right bank, or vice versa. (Excluding any additional idle time or waiting hours beyond the first free hour)

E6: Waiting time.

- An amount that will be charged when a driver must wait, for any reason beyond our control. The surcharge will be applied for any started hour after the first hour has elapsed.

Services performed by EDS at Antwerp Gateway

F1: Service call fee

- A service call fee will be charged when EDS offers assistance to a malfunction loaded reefer on the terminal.

F2: Emergency Reefer Repair labour rate per hour (Workdays 1st and 2nd shift)

- Labour rate for emergency reefer repair performed between 06:00am and 22:00pm on normal working days.

F3: Emergency Reefer Repair labour rate per hour (Workdays 3rd shift and Saturday 1st and 2nd shift)

- Labour rate for emergency reefer repairs performed between 22:00pm and 06:00am on normal working days and between Friday 22:00pm and Saturday 22:00pm

F4: Emergency Reefer Repair labour rate per hour (Saturday 3rd shift and all shifts on Sunday and Holidays)

- Labour rate for emergency reefer repairs performed between Saturday 22:00pm and Monday 06:00am and Holiday's and 3rd shift preceding a Holiday.

F5: Parts Carrier

- Parts of Carrier needed to execute the emergency repairs.

F6: Parts Thermoking

- Parts of Thermoking needed to execute the emergency repairs.

F7: Parts Daikin

- Parts of Daikin needed to execute the emergency repairs.

F8: Parts Starcool

- Parts of Starcool needed to execute the emergency repairs.

Extra Services

G1: Bundling/unbundling of flats.

- Price per flat when an order is received for bundling of unbundling flat racks.

G2: Shift Supplements for weekend operations (Friday 3rd shift and Saturday 1st and 2nd shift) per container.

- If EDS needs to provide resources over the weekend (Friday 3rd shift and Saturday 1st and 2nd shift) to perform operational tasks, a surcharge will be applied per processed container (with a minimum of 125 containers).

G3: Shift supplements for weekend operations (Saturday 3rd shift and all shifts on Sunday and Holidays) per container.

- If EDS needs to provide resources over the weekend (Saturday 3rd shift and all shifts on Sunday and Holidays and 3rd shift preceding a Holiday) to perform operational tasks, a surcharge will be applied per processed container (with a minimum of 125 containers).

Fuel Surcharge

I1 – I3: fuel surcharge for truck, barge and shunting move

We work with 3 different stages:

100% fuel surcharge

- Truck move surcharge: 0.43EUR/Move
- Barge move surcharge: 0.99EUR/move.
- Shunting move surcharge: 1.07EUR/TEU

50% fuel surcharge

- Truck move surcharge: 0.21EUR/Move
- Barge move surcharge: 0.49EUR/move.
- Shunting move surcharge: 0.53EUR/TEU

0% fuel surcharge

Below you can find a link of the official energy (fuel) price and the evolution of it. Our calculation starts at 01/01/2021 (the average fuel price of the last couple of years) till today.

We will quarterly (week 1, week 14, week 27 and week 40) look at the fuel prices as per below link. As from the moment the fuel price has reached below mentioned level over a complete quarter, we will change the fuel surcharge as such:

1. 100% fuel surcharge: average fuel price of the past quarter is equal to or above 0.8600EUR/litre.
2. 50% fuel surcharge: average fuel price of the past quarter is between 0.5000EUR/litre and 0.8600EUR/litre.
3. 0% fuel surcharge: average fuel price of the past quarter is below 0.5000EUR/litre.

Evolutie | Energia (energiafed.be)

Terms and conditions

DP World Antwerp Empty Depot Services NV, a company duly incorporated and existing under the laws of Belgium with its business address at **Sint-Antoniusweg Haven 1791, 9130 Doel, Belgium** (hereinafter referred to as the “EDS”) acting as a depot operator in Doel, Belgium for the handling, storage, transportation and maintenance of the Customer’s owned, leased, managed or operated containers (hereinafter referred to as the “Container” individually or the “Containers” collectively) and other related equipment/services as required from time to time in connection with the container inventory as maintained at EDS’s depot (hereinafter referred to as the “Depot”).

1. SCOPE OF SERVICES

1.1. EDS shall undertake to provide the following services (hereinafter referred to as the “Services”):

- 1.1.1. Upon receiving information via EDI from the Customer, receive/deliver all Containers/equipment/chassis (hereinafter referred to as the “Equipment”) to or from the shipper or consignee, as case may be, at the Depot including unloading or loading to or from trucks or the other conveyance. Any other form of communication may lead to extra costs.
- 1.1.2. Inspect the Equipment and make Equipment Interchange Receipt (EIR) for all Equipment in/out of the Depot. EDS shall keep all EIRs well filed and upon receiving the Customer’s request, submit for the Customer’s reference.
- 1.1.3. Supply necessary and adequate workmen, repair materials, equipment, machinery, etc. all the time, to perform maintenance, repair, cleaning or sweeping to the Equipment as per the Customer’s request. EDS will provide the necessary sub c exclusively.
- 1.1.4. Prompt reporting via EDI of the Equipment in and out of the Depot and the format shall be pursuant to the Customer’s requirement to fit in the process of the Customer’s computer.
- 1.1.5. Arrange, based on the first in/first out basis, the Containers flow in and out of the Depot smoothly and not render the Containers being idled.
- 1.1.6. Undertake, upon mutual agreement, any other services within the Depot premises the Customer may require which may lead to extra cost.
- 1.1.7. Provide inventory list, including but not limited to equipment number, in-gate date and activity upon request from Customer.
- 1.1.8. The reefer M&R work shall be performed in accordance with the standard EDS procedures, such as but not limited to the follows:
 - a) The PTI must be carried out, and the PTI is only valid for 30 days and need to be rerun if it has expired and once authorized by the Customer.
 - b) The date and time of the controller are correctly calibrated during the P.T.I.
 - c) The reefer machine is thoroughly inspected against any leakage or noise during the P.T.I.
 - d) All the drain holes / pipe / kazoo / beneath the Containers are checked, cleaned, repaired, and confirmed in good shape before releasing.
 - e) The reefer container interior is clean, odor free and the baffle plate behind the reefer machine is checked and cleaned without residue before releasing.
 - f) The setting temperature, vent opening, and any other required setting made on reefer container should match to the booking data.
 - g) The data log of the controller is retrieved before the controller is replaced or rebuilt.
 - h) EDS shall have sufficient reefer spare parts in stock. EDS will only use these spare parts to

carry out any repair.

- i) EDS shall not use any contaminated, impure refrigerant or the refrigerant which the source is unknown for the service work including but not limited to repair leaks, replace a compressor, a valve, or a filter drier, etc. Only certified and recognized refrigerant supplier such as: Dupont, Kalton, A-Gas, Forane, Honeywell, Klea, etc. is acceptable for our refrigeration system

Any other special request regarding M&R of reefer container may lead up to extra costs.

- 1.2. Tariff sheet is part of these Terms and Conditions and are incorporated as an integral part which may be amended by EDS from time to time.
- 1.3. Nothing in these Terms and Conditions shall operate to limit or deprive EDS of any statutory protection, defense, exception, or limitation of liability authorized by Applicable Laws, and EDS shall have the full benefit of such.

2. SERVICES AND RESPONSIBILITIES

- 2.1. EDS shall diligently provide the specified services, including but not limited to receiving/delivering containers, conducting inspections, and performing maintenance activities.
- 2.2. Customer may request additional services within the Depot premises, subject to mutual agreement.

3. EDS'S LIABILITIES

- 3.1. The Customer undertakes to inspect the Container on redelivery to the Customer or such other person as is required e.g., Truckdriver at Gate out. EDS shall not be liable, and the Customer shall defend, indemnify, and hold harmless EDS against any loss, damage, liability, cost and expense in respect of or arising from improper or non-performance of EDS's services which would have been apparent upon reasonable inspection of the Container at the time of redelivery and was not brought to EDS's attention in writing at the time of redelivery.
- 3.2. EDS is exempt from all liability whatsoever for deficiency, loss, damage, taint, delay, accuracy, failure or misdelivery of Containers or damage or delay to a Ship, train, road vehicle or aircraft or in the performance of the Services, however or whenever caused except upon proof by the Customer (otherwise than by evidence only of such deficiency, loss, damage, delay, or misdelivery) that the deficiency, loss, damage, delay, misdelivery, accuracy or failure was caused by the negligent or unlawful act or omission of EDS.
- 3.3. EDS is under no liability whatsoever (whether for negligence or otherwise) for any loss, or deferment, including (but not limited to) loss or deferment of income, loss of profits, loss of use, loss of interruption or contracts or business, hire costs, transport costs, storage costs, survey costs, legal expenses, stowing or re-stowing costs, de-vanning or re-vanning costs, packing or unpacking costs, customs fees and other associated storage costs or for any indirect (including but not limited to customs fees or fines of any nature whatsoever, and other associated storage costs) or consequential loss or damage of any kind, in each case howsoever arising and of whatsoever nature and whether caused by tort (including negligence), breach of statutory duty, contract or otherwise.

3.4. Nothing in these Terms and Conditions excludes or in any way limits EDS's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

In the event of any loss or damage sustained to the Customers Equipment is beyond EDS's control, EDS may exempt from liability of indemnification but will assist Customer to take proper actions and proceeding to claim against the liable party for the interests of the Customer. EDS is only liable for any loss or damage sustained to the Customer's Equipment while in the possession or custody or under the responsibility and / or control of EDS. EDS shall only in this case indemnify the Customer for full amount of the cost of such loss or damaged. In case of Container total loss, EDS shall give notice in writing of such total loss to the Customer and pay the Customer the depreciated replacement value of the Container.

3.5. In Case of damage to the containers of the Client as described sub clause 3.e the indemnification to be paid by Depot shall never exceed the fair market value of such container. The fair market value of a container is the amount for which a similar container of the same age can be bought on the open market and is to be calculated as follows:

Purchase price of Container – 10% ("Scrap Value") = basis value of calculation (referred to as 'X')

The remainder of the life cycle of the Container (referred to as 'Z')

=

Accepted life cycle of the Container (referred to as 'Y') MINUS the months that the Container has been in use.

Fair Market Value of the Container = ((X * Z)/Y) + Scrap Value

The purchase price for the Containers in full property shall have to be proven by the Client by submitting the original purchase invoice.

Parties agree that the accepted life cycle of containers is set at:

Standard Container: 12 years or 144 months.

Reefer Container: 15 years or 180 months.

Tank containers: 18 years or 216 months.

4. LIABILITY OF CUSTOMER

4.1. Liability

The Customer shall indemnify and keep indemnified EDS (and its employees, officers, contractors, subcontractors and agents) in respect of any death, personal injury, loss or damage suffered or incurred as a consequence of any breach of the Services by the Customer constituting negligence or willful misconduct or any act or omission of the Customer (or any of its employees, officers, contractors, subcontractors or agents) constituting negligence or willful misconduct except to the extent that such death, personal injury, loss or damage is caused by a breach of the Services or an act or omission of the Operator (or any of its employees, officers, contractors, subcontractors or agents).

4.2. Temporary storage and customs liability

As approved and licensed by the customs authorities EDS's premises are a temporary storage facility as per article 148 of the EU Customs Code ('the **Temporary Storage Facility**'). When the Customer stores goods in this Temporary Storage Facility ('the **Temporary Storage**'), it is the Customer's exclusive responsibility to present the goods to the customs authorities, to lodge the Temporary Storage Declaration with the customs authorities, to provide the customs authorities all documents pertaining to such goods in Temporary Storage as may be required by them and to comply in general with all obligations imposed by law on goods in Temporary Storage.

Moreover, the Customer shall not give any orders or instructions to EDS which if complied with would result in the removal from customs supervision of the goods in Temporary Storage.

The Customer warrants that within 90 days after placing goods in Temporary Storage, non-Union goods that entered EDS's terminal as import goods shall either be placed under a Customs Procedure or be re-exported.

The Customer shall indemnify and hold harmless EDS for any customs debt and/or fine EDS incurs as a result of the Customer's failure to comply with any of his obligations listed herein. This indemnification and hold harmless obligation shall extend to all interests and arrears accessory to such customs debt and/or fine imposed on the Operator by the customs authorities or by a court, as well as to all costs and expenses incurred by EDS when defending itself against and/or when negotiating the imposition of such debt, fine, interests and arrears. The Customer grants EDS the right to invoice him such debts, fines, interests and arrears without seeking the Customer's prior approval.

4.3. Himalaya Clause

The Customer:

- a) must include in all its contracts of carriage for containers, cargo or equipment loaded or discharged at the Depot, provisions whereby every sub-contractor of the Customer (including EDS and each of EDS's sub-contractors):
 - (i) shall have the benefit of any provision in such contract which limits the Customer's liability relating to such carriage (including, without limitation, any liability caps or limitation periods), and EDS, hereby appoints the Customer as its agent only for such limited purpose; and
 - (ii) shall not be liable to any party other than the Customer, and, without prejudice to the liability of the Operator to the Customer and the Customer's rights of indemnity under the Services, the Customer hereby indemnifies EDS and each of EDS's sub-contractors and shall hold them harmless against any claim by a third party.
- b) acknowledges that EDS has agreed with its sub-contractors that they will enjoy the benefit of the exclusion and limitation of liability terms with the Customer pursuant to the Services and accordingly agrees that:

- (i) the exclusions and limitations of EDS's liability in clause 3 shall benefit EDS's sub-contractors, all employees and agents of EDS or of any sub-contractor and anyone else who is vicariously liable for acts or omissions of any such person; and
- (ii) for the purposes of this sub-clause (b) only, EDS enters into the Services as agent for all such persons who shall be treated as if they were parties to the Services.

4.4. Defences and Indemnities

The Customer:

a) acknowledges that in its relation to EDS and EDS's subcontractors, as of the moment EDS and or EDS's subcontractor performs any service or any part thereof, EDS and EDS's subcontractors will enjoy and have the full benefit of all exclusions and limitations of liability under the Services, irrespective:

- Any other provisions and/or contractual arrangements to the contrary in place between the Customer and the Customer's client or any other party and parties related to the Containers, cargo or equipment;
- Any other provisions to the contrary in the contract of carriage, the B/L or any similar document, whether or not this document was issued;
- Any statutory provision unless mandatory applicable;
- Any local regulation if applicable;
- The INCO terms if applicable;

b) agrees to indemnify EDS, defend and hold harmless from any, and against any and all actions, liabilities, claims, penalties, damages, costs and expenses of any kind arising in any way directly or indirectly out of any claims by third parties arising out of the Services.

As such the Customer agrees that EDS shall not be liable to any other party than the Customer and the Customer will fully indemnify EDS and EDS's sub-contractors and shall hold them harmless against any claim by a third party who would be able to reject the applicability of the defences, of the exclusions and limitations of liability and of all clauses in favor of EDS foreseen in the Services.

c) shall have the right to assume the defence of claim covered by this indemnity on behalf of EDS.

4.5. Liability Cap

The liability of the Customer under the Services arising out of any single incident or series of incidents arising from a common cause shall not exceed 50000000,00EUR.

4.6. Liability Floor

EDS shall make no claim against the Customer for an amount less than 500,00EUR.

4.7. Waiver of Limitation

To the extent permitted by law, the Customer hereby agrees to waive any statutory right to limit liability for personal injury or property damage by establishing a limitation fund under any applicable international convention or national law governing the liability of owners and/or operators of seagoing ships, including, without limitation, the limitation conventions. The Customer hereby warrants that it has the authority to bind the vessel owner to such waiver of limitation set out in this clause. In case the Customer would appear not to have had such authority or did not take the necessary steps to bind the vessel owner to such waiver of limitation the Customer will be fully liable towards EDS for the difference between the total extent of the damages and the applicable limitation of liability.

5. GENERAL DESCRIPTION OF REPAIRING SERVICES AND OBLIGATIONS

- 5.1. All repairs of the Containers will be carried out according to the Customer's 'seaworthiness standard', and estimates will be similarly based.
- 5.2. All maintenance and repairs (M&R) shall be performed at rates specified in the attached appendixes. Material costs are excluded, and the pricelist can be provided by EDS upon request of the Customer.
- 5.3. The Customer shall provide EDS with a release number for any delivery required by the Customer. No Containers shall be released by EDS without such a release number.
- 5.4. Upon receiving the Containers found in damaged conditions, EDS must submit "Container Damage Report" to the Customer within Three (3) working days via EDI.
- 5.5. Upon receiving repair approval/authorization from the Customer, EDS must proceed and complete the repair in accordance with the Customer's approval/authorization EDS shall guarantee all the repairs being carried out to meet the safety requirement and quality standard of International Convention for Safe Containers (CSC).
- 5.6. In all cases of damaged Containers, photographs must be taken by digital camera.
- 5.7. EDS shall provide a sufficient handling area with adequate power facilities to cater for the Pre-Trip Inspection (PTI) of the Customer's refrigerated Containers in an acceptable turnaround time.
- 5.8. When PTI of the refrigerated Container has been confirmed finished by EDS and then the aforesaid container has been picked up by shipper, EDS will be responsible for the costs of any call out service and the invoice for the already performed PTI will also be borne by EDS, if any malfunction of the unit happens, unless EDS can prove the damage is caused by shipper or other liable party.

6. FORCE MAJEURE

- a) No liability shall be attached to or imposed on EDS or the Customer, if the terms of this Agreement cannot be performed due to Acts of Government War (declared or undeclared), Civil Commotion, Strikes, Riots, Storms, exceptional weather conditions or other such circumstances beyond the control of either Party. However, each Party hereto shall promptly notify the other of the occurrence of each such Force Majeure condition. In case Force Majeure condition continues for more than Ninety (90) days, the Parties hereto shall consult with each other about the continuation of this Agreement.

- b) The foregoing as specified in Article 5. a) above shall not exempt either Party from its duty to perform the obligations under this Agreement as soon as practicable immediately after a Force Majeure condition ceases to exist.

7. EDS'S RESPONSIBILITY FOR INSURANCE AND INDEMNITY

7.1. EDS shall at its own costs and expenses maintain sufficient public liability insurance and property damage insurance covering all risks of whatsoever nature for protection against loss of or damage to property or injury or death to persons and/or to the Equipment belonging to, hired by or under the charges of the Customer, occurring at the Depot and indemnify the Customer for all its losses resulting from any incident having occurred at the Depot.

7.2. EDS shall furnish insurance policies/certificates to the Customer and in the event of any cancellation of the insurance, EDS shall provide the Customer a substitution of new insurance certificate with the same terms and conditions at least Two (2) weeks prior to such cancellation.

8. DURATION, TERMINATION AND AMENDMENT OF AGREEMENT

This Agreement shall remain in full force effective from March 1, 2025. EDS reserves the right to change these terms and conditions.

9. RATES

The Customer shall pay to EDS the fees as mentioned above for the Services rendered by EDS under this Agreement

10. PAYMENT OF INVOICE

EDS shall submit invoices together with supporting documents, showing the Services performed to the Customer for its payment. The Customer shall make payment to EDS within **Thirty (30) days** after receipt of the invoices by the Customer. If the Customer disagrees with any part of the statement, such disagreement and reason therefore shall be promptly communicated to EDS for readjustment.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Belgium and under the competence of the Courts of Belgium.

12. CONFIDENTIALITY

No public announcement of any kind shall be made by either Party in relation to the subject matter of this Agreement without the consent of the other Party as to the form, content, and timing of the announcement.

13. REPRESENTS AND WARRANTIES OF ANTI-CORRUPTION

Operator represents and warrants that Operator has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any government official or any other person of Customer in order to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment. Customer may terminate this Agreement if Operator breaches the above representations and warranties. In the event of termination, Operator shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered prior to termination, and Operator shall be liable for damages or remedies as provided by law. Further, Operator will indemnify and hold Customer harmless from any claim, liability, fine, penalty, loss or damage that arises because of Operator's failure to comply with its obligations under this Agreement.

Disclaimer:

- (a) *This tariff list is a binding on the customer unless there is an existing agreement with a different price setting. The prices are exclusive of VAT. DP World reserves the right to adjust or change the rates at any time.*
- (b) *Tariffs valid from 1 March 2025.*