

# **DP WORLD** **Empty Depot Services**

## **TARIFF LIST 2024**

VERSION 1

ISSUED ON: 01/03/2024

APPLICABLE FROM: 01/04/2024



**DP WORLD**

<b>OPERATIONS</b>	<b>EURO (€)</b>
A1 Truck move per container per move	26,50
A2 Barge move per container per move	45,00
A3 storage rate (per TEU/Day)	1,00
<b>NON REEFER REPAIR</b>	<b>EURO (€)</b>
B1 Repair container labour rate per hour	39,50
B2 Repair parts	POA
B3 Repair move per container per move	19,00
B4 Survey move per container per move	19,00
B5 Steam clean per 20' container	41,50
B5 Steam clean per 40' container	48,50
B6 Administration fee repairs per rejected estimate	54,00
<b>REEFER REPAIR</b>	<b>EURO (€)</b>
C1 PTI per container	54,00
C2 Repair reefer labour rate per hour (machinery and container)	48,50
C3 Reefer repair parts	POA
C4 Repair move per container per move	19,00
C5 Survey move per container per move	19,00
C6 Steam clean reefer per 20' container	48,50
C6 Steam clean reefer per 40' container	55,00
C7 Administration fee reefer repair per rejected estimate	144,00
<b>SHUNTING FROM AG TO EDS &amp; FROM EDS TO AG</b>	<b>EURO (€)</b>
D1 Shunt move per container per move	26,50
D2 Shunting from AG1700 Terminal to EDS Terminal or vice versa per TEU	26,50
D3 Transport from AG Terminal to EDS Terminal per chassis	110,00
<b>EXTRA SERVICES</b>	<b>EURO (€)</b>
E1 Service call fee	96,00
E2 Emergency Reefer Repair labour rate per hour	53,00
E2 Emergency reefer repair labour rate per hour night shift (as from 22h)	60,00
E3 Emergency reefer repair labour rate per hour Saturday	53,00
E4 Emergency reefer repair labour rate per hour Sunday (as from 22h Saturday)	71,00
E5 Parts Carrier	POA +35%
E6 Parts Thermoking	POA +20%
E7 Parts Daikin	POA +20%

E8 Parts Starcool	POA +20%
E9 External Transport (Left Bank to Left Bank) per chassis	180,00
E9 External Transport (Left Bank to Right Bank) per chassis	250,00
E10 Saturday of night work upon customers request on the base tariff of the requested service	+50%
E11 Sunday or Holiday work upon customers request on the base tariff of the requested service	+100%
E12 Bundling/unbundling of flats per container	50,00
E13 Photo's (per container)	25,00

POA (Price On Application)

PTI (Pre-Trip Inspection)

TEU (Twenty Feet equivalent Unit)

EDS (Empty Container Depot)

## **Operations – Load/discharge**

### **A1** Truck Move

- Load or discharge from truck and transport to and from stack.
- Full inspection of the container

### **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.

## **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 are listed a different spare parts list.

### **B3** Repair move per container per move

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

### **B4** Survey move per container per move

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

### **B5** Steam clean container

- Full inside cleaning of container

### **B6** 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.

## **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 Repair reefer labour rate per hour

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

C3 Reefer repair parts

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

C4 Repair move per container per move

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

C5 Survey move per container per move

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

C6 Steam clean reefer per container

- Full inside cleaning of reefer

C7 Admin fee reefer repair per rejected estimate

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

## **Shunting AG to EDS & EDS to AG**

D1 Shunt in move

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

D2 Shunting AG – EDS or EDS – AG

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

D3 Transport AG1700 – EDS

- Transport of containers on container number (CFR Off hire or Sale).

## **Extra services**

E1 Service call fee

E2 Emergency reefer repair labour rate per hour on 1st and 2nd shift on workdays

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

E2 Emergency reefer repair labour rate per hour on 3<sup>rd</sup> shift and Saturdays

- 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

E3 Emergency reefer repair labour rate per hour Saturday or Holiday

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

E4 Emergency reefer repair labour rate per hour Sunday (as from 22h Saturday)

E5 Parts Carrier

- Parts of Carrier needed to execute the emergency repairs

E6 Parts Thermoking

- Parts of Thermoking needed to execute the emergency repairs

E7 Parts Daikin

- Parts of Daikin needed to execute the emergency repairs

E8 Parts Starcool

- Parts of Starcool needed to execute the emergency repairs

#### E9.1 External Transport (Left Bank – Left Bank)

- Transport fee for a repositioning of a empty container from a depot or terminal on the left bank to a depot or terminal on the left bank. (Excl. Waiting Hours)

#### E9.2. External Transport (Left Bank – Right Bank)

- Transport fee for a repositioning of a empty container from a depot or terminal on the left bank to a depot or terminal on the right bank or vice versa. (Excl. Waiting Hours)

#### E10 Saturday work upon customer's request

- Resources made available on Saturday or nightshifts on demand of the customers, all rates will be gradually increased.

#### E11 Sunday work or Holiday work upon customer's request

- Resources made available on Sunday or holiday shifts on demand of the customers, all rates will be gradually increased.

#### E12 Bundling/unbundling of flats

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

#### E13 Photo's

- Digital photos will be issued upon customers request.

## **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**

- a. EDS shall undertake to provide the following services (hereinafter referred to as the **“Services”**):
  - a) 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.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) 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.
  - f) Undertake, upon mutual agreement, any other services within the Depot premises the Customer may require which may lead to extra cost.
  - g) Provide inventory list, including but not limited to equipment number, in-gate date and activity upon request from Customer.
  - h) The reefer M&R work shall be performed in accordance with the standard EDS procedures , such as but not limited to the follows:
    - 1. 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.
    - 2. The date and time of the controller are correctly calibrated during the P.T.I.
    - 3. The reefer machine is thoroughly inspected against any leakage or noise during the P.T.I.
    - 4. All the drain holes / pipe / kazoo / beneath the Containers are checked, cleaned, repaired and confirmed in good shape before releasing.
    - 5. The reefer container interior is clean, odor free and the baffle plate behind the reefer machine is checked and cleaned without residue before releasing.
    - 6. The setting temperature, vent opening and any other required setting made on reefer container should match to the booking data.
    - 7. The data log of the controller is retrieved before the controller is replaced or rebuilt.
    - 8. EDS shall have sufficient reefer spare parts in stock. EDS will only use these spareparts to carry our any repair.

9. 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 upto extra costs.

b. tariff sheets is part of these Terms and Conditions and are incorporated as an integral part which may be amended by EDS from time to time.

c. Nothing in these Terms and Conditions shall operate to limit or deprive EDS of any statutory protection, defence, exception or limitation of liability authorised by Applicable Laws, and EDS shall have the full benefit of such.

## **2. SERVICES AND RESPONSIBILITIES**

a. EDS shall diligently provide the specified services, including but not limited to receiving/delivering containers, conducting inspections, and performing maintenance activities.

b. Customer may request additional services within the Depot premises, subject to mutual agreement.

## **3. EDS'S LIABILITIES**

- a) The Customer undertakes to inspect the Container on redelivery to the Customer or such other person as is required i.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 the EDS's services which would have been apparent upon reasonable inspection of the Container at the time of redelivery and was not brought to the EDS's attention in writing at the time of redelivery.
- b) 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.
- c) 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.
- d) Nothing in these Terms and Conditions excludes or in any way limits the 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 the 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.

- e) 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 =  $((X * Z)/Y) + \text{Scrap Value}$

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. GENERAL DESCRIPTION OF REPAIRING SERVICES AND OBLIGATIONS

- a) All repairs of the Containers will be carried out according to the Customer's 'seaworthiness standard', and estimates will be similarly based.
- b) 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.
- c) 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.
- d) Upon receiving the Containers found in damaged conditions, EDS must submit "Container Damage Report" to the Customer within Three (3) working days via EDI.
- e) 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).
- f) In all cases of damaged Containers, photographs must be taken by digital camera.
- g) 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.



- h) 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.

## **5. FORCE MAJEURE**

- a) No liability shall be attached to or imposed on EDS or the Customer, if the terms of this Agreement can not 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.

## **6. EDS'S RESPONSIBILITY FOR INSURANCE AND INDEMNITY**

- a) 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.
- b) 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.

## **7. DURATION, TERMINATION AND AMENDMENT OF AGREEMENT**

This Agreement shall remain in full force effective from April 1 2024. EDS reserves the right to change these terms and conditions.

## **8. RATES**

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

## **9. 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.

## 10. 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.

## 11. 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.

## 12. 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 into 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 as a result 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 April 2024.*