

*TERMS AND CONDITIONS FOR THE
PROVISION OF SERVICES*

PART- A

1 In these term and conditions:-

(1) "Company shall mean Qasim International Container Terminal (Pakistan) Limited

(2) "Subcontractor" Shall mean and include any person including but not limited to wherever appearing in these terms and conditions a body corporate who provides or agrees to provide the Services or any part thereof pursuant to any contract or arrangement with any other person.

(3) "User" means the owner, lessee, character (including but not limited to a demise or voyage or slot character) operator (whether a vessel or container operator) agent or manager of any vessel of the representative of any of the parties previously referred to which uses the Services of the Company and any person whosoever which uses the Services of the Company and any other person acting for or on behalf of or as subcontractor to the Company or for which the Company acts as Subcontractor.

(4) "Goods" means cargo of any description whatsoever whether containerized, breaks bulk, dry or liquid bulk, livestock, freight free items, passenger baggage or ship stores or equipment.

(5) "Container" means any packages case pallet, container or other unit or other article of transport which conveys carries, contains protects or supports cargo or is designed or made to do so.

(6) "Services" mean the Services as defined in Clause 1 of Part B herein.

(7) "User Visitor" mean all servants, agents, subcontractors of the User (including any employee thereof), all persons having any interest in the vessel or the cargo or any

other person whom the User may direct or invite to enter the Premises.

(8) "Tariff" means the Company's tariff of charges or rates as applicable or quoted from time to time all rates of which are expressed in PAK Rupees unless otherwise stated.

(9) "Premises" means those areas wherever the Company provides the Services pursuant to these terms and conditions.

2 No person has any power to alter or vary any o these terms and conditions unless such variation is in writing and signed by a competent authority of the company.

(1) All Services are provided by the Company subject only to these terms and conditions.

3(1) Nothing in these terms and conditions whether express or implied shall affect the authority of the Master of the vessel nor his responsibility for the stowage, trim, stability or any other aspect of the vessel over or for which apart from these terms and conditions he would have such authority or responsibility.

PART- B

1(1) The Company shall provide management, supervision labor and clerical Services which the Company deems necessary to control or perform the Services in respect of the Goods and/or Containers provided by the Company and the vessel using the Premises.

(2) The Company shall provide material handling equipment which the Company deems necessary to adequately handle the Goods and or Containers for the Company and the vessel.

(3) Unless otherwise agreed the Company shall perform the following Services in respect of the User's vessel at the rates set out in the Tariff.

Receive, deliver and consolidate Goods and/or Containers in the Premises.

(a) Plan the arrangement of Goods and/or Containers within the Premises.

(b) Load onto or discharge from or re stow or reposition within vessel Goods and/or Containers.

(c) Make every reasonable endeavor by liaising with the User Visitors or User Clients to achieve the orderly transportation of Goods and/or Container into and from the Premises by road, rail or water whichever is applicable. However, the Company shall not be liable for any demurrage which occurs or for any failure in the securing of Goods and/or Containers on road vehicles, rail wagons or barges or lighters.

(d) Storage goods and/or Containers subject to all applicable laws and regulations and in accordance with the Tariff.

(4) The Company may at its sole discretion extend to the user services not prescribed within the Tariff or these terms and conditions. Such other services shall be provided on the terms and conditions and rates as mutually agreed between the Company and the User.

(5) Instructions whether communicated electronically or otherwise and contained in the User's bill of Lading, delivery order or the document evidencing the contract of carriage shall entitle the Company to deliver to the bearer thereof notwithstanding that such bill of lading, delivery order or other document provides for delivery to named party or to his order. The Company is entitled to assume that the person presenting such bill of lading delivery order or other document is the personal lawfully entitled to take delivery. The Company is not required to verify signatures appearing on such bill of lading, delivery order or other document.

2 (1) The Company does not accept any responsibility for the accuracy and correctness of the description of the Goods as provided by any party.

(2) The User undertake to provide the Company prior to delivery of the Goods at the Premises whether communicated electronically or otherwise with

(a) A full correct, accurate and timely description of the Goods and their particulars including but not limited to packaging, weight, content, measure, quality, quantity, condition, marks and numbers and where applicable written instructions as to the care and control of any Goods.

(b) Particular instructions concerning the handling care and control of the Goods having regard to their nature and packing And shall indemnify the Company in respect of all liability whatsoever and howsoever arising (including without limiting the forgoing arising from negligence, breach of contract willful act or default of the Company or others) against any loss, fine damage, cost and expense arising from a breach of the above undertaking howsoever caused.

(3) The User warrants,

(a) That all Goods are properly packed labeled and if received already packed in Containers are properly stowed and secured therein.

(b) That all Goods and/or Containers are in a fit and proper condition to be or otherwise dealt with in the ordinary course of business by the equipment operating procedures employed.

(c) That all Goods and/or Containers comply with the requirements of all applicable laws and regulations relating to the carriage, handling and storage of such Goods and or Containers and further the Company in consultation with the User may expand monies it considers necessary in order to comply with any such laws and regulations in order to put the Goods and/or Containers in a condition considered suitable for their proper carriage handling and storages and the User shall upon demand refund to the

Company any amounts so expended in this respect

(d) That all laws and regulation in relation to the vessel and/or Goods and/or Container relevant to their carriage handling and storage are observed by the User

(e) That each User Visitor to the Premises shall at all times abide by the rules and regulations including the observation of safety procedures promulgated from time to time by the port authority and/or the Company regarding the conduct of persons within the Premises.

And shall indemnify the Company in respect of all liability whatsoever and howsoever arising for any breach of the above warranties.

(3) (1) The User will be responsible for the cost of labor in the following circumstances;

(a) Where labor is ordered to work on any shift in accordance with the instructions of the User and the labor is unable to work and

(b) Where the provision of the Services is prevented and or interrupted results from any cause for which the vessel and or Goods is/are responsible

(2) Subject to any applicable regulations of the port authority all Goods and/or Containers shall be removed from the Premises three (3) normal working days after completion of discharge of the vessel failing compliance with this clause 3(2) the Company at its discretion may charge for storage and/or may handle remove to warehouse or bond store or otherwise deal with such Goods and/or Containers at the risk and expense of the User.

(3) Without prejudice for the foregoing the Company may at its sole discretion and in consultation with the appropriate authorities and the User may dispose of move quarantine, fumigate, render harmless or otherwise treat Goods whichever hazardous and/or in danger of

deterioration at the risk and expense of the User.

(4) (1) The User authorizes the Company if the Company so chooses to subcontract under any terms and conditions the whole or any part the Services undertaken by the Company in relation to the Good and/or containers.

(2) Every exemption and limitation herein contained and every right exemption from liability, defense and immaturity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect all Subcontractors, every servant or agent of the Company of the Subcontractor and every other person (other than the company by whom the Services or any part thereof provided and all persons who may be vicariously liable for the acts of omission of any person falling within the before mentioned description and without prejudice to anything herein contained and for the purpose of this clause 4 the Company is or shall be deemed to be acting as trustee or agent on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to the extent be or deemed it to be parties to these terms and conditions

(5) (1) The Tariff is issued subject to these terms and conditions into which it is incorporated and of which it forms a part

(2) Unless otherwise agreed payment for the service provided shall be on the basis of eighty percentage (80%) of the estimated disbursement no less than twenty four (24) hours prior to the commencement of the Service and the remaining balance of the account shall be payable within fourteen (14) days of the receipt of the invoices for the Services at the User or the User's representative office.

(3) The User shall not withhold payment of money due and payable by reason of any

dispute that exists between the User and the Company or by reason of any set-off or counter claim by the User.

PART- C

1 The Company shall not be liable for any loss, damage, costs, expenses, injury or death of whatsoever nature or kind and howsoever sustained or occasioned and whether to property or persons unless it can be proved that such loss, damage, costs, expense, injury or death of the type specified in clauses 1 (1) to (5) below was caused by the fault or negligence of the company or Subcontractors (and any employee thereof) and in that event the liability of the Company shall in no case exceed the financial limits.

Notwithstanding the other provisions of this clause the Company will accept no responsibility or liability for any loss or damage whatsoever or howsoever arising caused by grab equipment, front end loaders or other mechanical equipment to any unprotected wing tank deep or double bottom tank or to any other protrusion or obstruction that is insufficiently protected (whether because its scantlings are too light or insufficient to withstand far wear and tear or have no wood sheathing or other protection, or for any other reason including but not limited to container shoes, container cleats and ladders, whether or not any such loss or damage arises from negligence breach of contract, or default of the company or others.

The User shall indemnify the Company in respect of all liability whatsoever and howsoever arising (including without limiting the foregoing arising from negligence, breach of contract or default of the Company or others) pursuant to this clause 1 to the extent that such liability exceed the financial limits herein prescribed

(1) The User undertakes that no claim or allegation shall be made whether by the

User or any other person who is or may be interested in the Goods and/or Containers or in the provision of Services against the Company or Subcontractor (and any employee thereof) of the Company (hereinafter referred to in this clause 2(1) as "such persons") other than by the User against the Company which imposes or attempts to impose or demands to impose upon the Company or any such persons any liability whatsoever or howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the Company or such persons) in connection with the Goods/or Containers or the provision of Services. In the event of any such claim or allegation nevertheless being made the User shall indemnify and shall keep indemnified the Company and all such persons against the consequences thereof. Without prejudice to the foregoing and for the purposes of this clause the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons shall to this extent be or be deemed to be parties to these term and conditions.

(2) Without prejudice to this clause 2(1) the Company authorizes empowers and directs the User to act and the User hereby agrees to act as the Company's trustee and/or agent to stipulate for the Company to have against any other party the benefit of any immunity exemptions or limitations in all bills of lading or other contracts of carriage entered into by the User regarding Goods and/or Containers and their carriage or handling. However the user shall have no authority to make any contract imposing any obligation upon the Company in connection with the Goods or Containers or their carnage or handling.

(3) Without prejudice in any manner to the provisions and limitations contained in these terms and conditions, the User shall incorporate in its bills of lading or other

contracts of carriage to be issued on Goods carried or to be carried on any of the User's vessels a clause to the effect that the Company and its Subcontractors shall have the benefit of the provisions of the bill of lading or other contract of carriage and any limitation of liability provided therein and the Company for itself and Subcontractor hereby accepts such benefit and where the User fails to incorporate such a clause in their bill of lading or contract of carriage the User shall indemnify the Company for any liability whatsoever or howsoever arising (including without limiting the foregoing arising from negligence breach of contract or default of the Company or others) for any excess liability thereby imposed upon the Company.

(4) Where any Goods and/or Containers are received by the Company prior to the issue of a bill of lading or other contract of carriage the benefit of the intended bill of lading or contract of carriage (and in particular as set out in this clause 2(3)) shall apply in all respect and shall bind all Users though such bill of lading or contract of carriage had then been established.

(5) The User shall be liable for any damage done by any vessel or by any plant or equipment owned or operated by the User or User Visitor or by any persons employed on or about such plant or equipment to any installation structure or fixed or movable property of any kind vested in or in the possession of the Company the crown or any port authority and situated at the premises and for all costs and expenses reasonably incurred in the repair and reinstatement of the installation structure or property so damaged and the User hereby indemnifies and shall keep indemnified the Company and such persons for any liability whatsoever or howsoever arising against all consequences of such damage.

(6) The User shall be liable for damage done and loss suffered as a result of any repairs of whatsoever nature to any vessel and hereby indemnifies and shall keep

indemnified the Company and such persons for any liability whatsoever or howsoever arising against all consequences of such damage and loss.

(7) The User shall indemnify and keep indemnified at all times the Company and such persons for any liability whatsoever or howsoever arising from and against all actions proceeding and claims whatsoever brought against the Company and/or costs and expenses incurred by the Company which arise directly or indirectly from the actions or omissions of any User Visitor causing or relating to any of the following matters.

(a) Loss of life or personal injury to any User Visitor.

(b) Loss of or damage to the property of any User Visitor or the Company.

(c) Loss of life or personal injury to any person which may be directly or indirectly attributable to the negligence of any User

Visitor, Loss of or damage to the property of any person which may be directly or indirectly attributable to the negligence of any User Visitor.

(8) In the event of any accident claim expense damage or loss resulting from the failure of the User to comply with rules in respect of dangerous and obnoxious cargo and/or to obtain the appropriate certificates, the User hereby indemnifies and shall keep indemnified the Company and such persons for any liability whatsoever or howsoever arising in respect thereof and as set out in the rules.

(3) The User shall indemnify the Company from any liability whatsoever or howsoever arising from and against any liability for duty, sale tax penalties or other charges whatsoever and howsoever arising in respect of any Goods within the custody of the Company and all costs and expenses incurred in connection with or incident to any claim and/or liability which might arise in

respect of such Goods or for such duty sales tax, penalties or charges.

(4) (1) all defenses, limitations, immunities, exclusions and exemptions of liability shall apply to all claims whether any such claim be founded to contract or tort.

(2) In any case where liability case where liability attaches pursuant to these terms and conditions to more than one party which can be defined as the "User" such liability shall be joint and several and may be enforced against any one or more parties to the exclusion of other parties.

(3) All claims in respect of any loss, damage, costs, expense, death or injury must be made to the Company by the User in writing setting out particulars thereof. In any event the Company shall be discharged from all liability in respect of such loss, damage, costs, expenses, death, or injury unless suit is brought within twelve months of the before mentioned incident.

(5) Notwithstanding anything herein and in any event.

(1) The Company shall not be liable for indirect or consequential loss whatsoever and howsoever arising and

(2) The Company shall be released from its obligations hereunder to the extent that performance is delayed, hindered or prevented by any circumstances beyond its control.

(6) (1) these terms and conditions are governed by the laws in the State or Territory in which the Services are provided.

(2) All disputes whatsoever between the Company and the User arising out of or in connection with the provision of Services shall be held in the city of the State or Territory in which the Services are provided and in accordance with and subject to the laws of the State or Territory.

(3) Where Services are provided in more than one State Territory, all disputes as before mentioned shall be referred to arbitration which will be held in the capital

city of the State or Territory in which the Company is incorporated.

Refund Procedure

Refund Procedure of Excess Wharfage, Storage & any Other Waivers with Immediate Effect.

Refund of Excess PO amount under 20,000/- will Paid Cash directly at Collection Counter, Over Rs.20,000/- will process with our procedure, (((To Avoid Refund procedure please pay through PO or PO with cash if short Pay Order)))

Following mention item(s) are necessary requirement of QICT to process any refund case.

1. Request letter from import /Export /Clearing Agent on original letter head. Following must be included in the request:
 - a. Date of Request
 - b. QICT Invoice No.
 - c. Refundable amount
 - d. Name & Designation of person signing the request letter
 - e. Rubber Stamp
 - f. Contact No. & E-mail address
2. QICT original invoice (**With return after endorsement along with cheque**).
3. All payment should be is required in favor of importer/Exporter in whose name QICT invoice(s) is issued. No refund should be entertained in favor of clearing forwarding agent.
4. No refund case will be entertained without above mention requirements.
5. All refund case will be process with in 30 days after receiving of request (along with the above mention documents).
6. In case of waiver please submit "**Waiver Form**" duly approve by authorized person

on behalf of QICT (along with the above mention documents).

7. Cheque only handover on showing QICT receiving copy.

Note: Billing Ph # **34739100** Ext # **261** & **260**.

Finance Ph # **34739100** Ext # **269**. For refund cases only

Customer care:

1. Help Desk: helpdesk@qict.com.pk
2. If you need to know the status of your shipment, simply type your container number and send SMS on 0300-8227033 you will receive necessary information from our SMS based automatic system immediately.

3. You can also get your mobile number registered in our system to take the advantage of our automatic SMS Service. Our system will automatically notify you through SMS as soon as your consignment will be cleared by customs for loading or delivery. Please contact HelpDesk for your registration.

QICT will always welcome your suggestion for serving our valued costumers with reliability.

Tank you for your support

DP World Karachi Terminal

**QASIM INTERNATIONAL CONTAINER
TERMINAL**

Bert 5-7 Marginal Wharves, PMBQ