



20220628

TCP MONTEVIDEO THIRD PARTY RATES &amp; CONDITIONS – Effective 20th July 2022 - RATES IN USD - can be changed at any time with immediate effect.

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**TERMINAL CUENCA DEL PLATA MONTEVIDEO / THIRD PARTY TARIFFS EFFECTIVE 1<sup>st</sup> July 2022**  
**IMPORTS – EXPORTS - TRANSITS**

The following tariffs will be effective for Third Parties as of July 1<sup>st</sup>, 2022.

Concept		USD	Unit
<b>Fixed Costs</b>			
1	Gate "out" or "in" for full containers	29,14	per container
2	ISPS <sup>1</sup>	115	per container
3	Logistic fee <sup>1</sup>	231,50	per container / per transaction
<b>Common Storage</b>			
4	Standard Container storage from 1st day to 5th	62,31	per teu / per calendar day
5	Standard Container storage from 6th day onward	70,13	per teu / per calendar day
<b>Reefer Costs</b>			
6	Electricity supply and use of reefer infrastructure <sup>1</sup>	43,72	per teu / per started indivisible calendar day; no free allowance
7	Temperature monitoring for reefer containers <sup>1</sup>	75	per reefer / per started indivisible calendar day; no free allowance
8	Container plugging, including unplugging	103	per reefer
<b>IMO Additional</b>			
9	IMO storage surcharge <sup>1</sup>	191,40	per teu / per calendar day
10	Special administration & monitoring for IMO <sup>1</sup>	227,50	per IMO container, or leaking containers when entering the terminal by truck, barge, feeder or ocean vessel
<b>Oversized Container Additional</b>			
11	Surcharge for handling over-dimensioned containers	350	per container
12	Surcharge for storage of over-dimensioned containers	243,75	per teu / calendar day
<b>Customs Clearance</b>			
13	Compulsory direct delivery	310	per container
14	Gate "out" or "in" for empty containers	29,14	per container
15	Delivery of container to Customs for scanning, including re-entry into TCP (trucking / unplugging-plugging reefers / special tools for oversized units, not included)	173,28	per container / per move
<b>Terminal Hour Extensions</b>			
16	Terminal open outside of normal working hours (minimum 4 hours)	442,50	per hour
17	Terminal Open Sunday or holiday (minimum 4 hours)	553,50	per hour



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Container Cleaning			
18	Regular steam cleaning	165	per container
19	Special cleaning	285	per container -variable costs according to treatment - minimum charge per special cleaning USD 285,00
20	IMO cleaning	518,28	per container - variable costs according to treatment - minimum charge per IMO cleaning USD 518,28
Other Services			
21	Pre-allocation of empty containers	250	per container
22	Extra moves	29,14	per effective move; E.g. moving 5 containers to reach a 6th container =12 moves
23	Change of setpoint	34	per reefer
24	Attach / remove labels	75	per container (labels not included)
25	IMO Class label	40	per label, excluding labour
26	Sealing a container	40	per seal (seal not included) + "extra moves" if the container is in stack
27a	Checking of seals (Only if the first information provided by TCP proved to be correct) – (Unplugging/Plugging reefers // Special Tools for Oversized units, not included)	150	per Container + "extra moves"
28	Taking photos	10	per photo with a minimum of 30,00 usd (plus extra moves if the container is in stack)
29	Platform for container leakages	800	per container per day + special administration costs if cargo is IMO. All costs incurred in final disposal of the contents drained into the platform, according to applicable regulations, and platform cleaning, will be borne by the owner of the cargo or his representative.
30	Document amendment or MS	97,50	per correction or simplified message
31	Cancellation of booking	150	per container
32	Genset handling, withdrawal from incoming truck	86	per genset
33	Genset handling, later withdrawal and storage in TCP	202	per genset, with three days at no cost to withdraw
34	Technical Assistance / water connection	330	per connection
35	Depot Fee	65	per container

<sup>1</sup> A special reduced rate & free storage period (see table below) applies for (and to be paid by) shippers of export and land transit container(s) that enter(s) TCP by gate and leave(s) TCP by ship or barge (not transshipment FC and/or HC units)

#### SPECIAL TARIFFS AND FREE DAYS EFFECTIVE 25<sup>th</sup>. July 2022

Concept		USD	Unit
2	ISPS	85	per container
3	Logistic fee	172	per container / per transaction
6	Electricity supply and use of reefer infrastructure	18	per teu / per started indivisible calendar day; no free allowance
7	Temperature monitoring for reefer containers	20	per reefer / per started indivisible calendar day; no free allowance
9	IMO storage surcharge	60	per teu / per calendar day
10	Special administration & monitoring for IMO	10	per IMO container, or leaking containers when entering the terminal by truck, barge, feeder or ocean vessel
27	Checking of seals by differences between DUA declared seals and physical seals in the unit. (Unplugging/Plugging reefers // Special Tools for Oversized units, not included)	40	Per Container



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Free days Export: 5 calendar days, counted down from and including "first ETA" date.

This free days of storage only apply to normal storage, they do not apply to special supplements such as refrigerated cargo, dangerous cargo, etc.

### **INVOICING PROCEDURE**

The Shippers/Receivers must pay the costs as hereunder described and for their account before the container(s) is (are) received / delivered at/from "TCP" Terminal. Shipper/Receiver owned containers full or empty and empty tank containers are invoiced in the same way as full Line containers, import or export as indicated below. Services rendered by KTN TERMINAL TCP will be invoiced in US Dollars. Invoices issued by TCP shall include costs for services effectively rendered until the date the invoice is issued, or until the date previously and expressly determined. Services will be charged to Customers and/or Lines operating in KTN TERMINAL TCP, without discrimination of any kind, and payment for these services will be obligatory as per the terms set forth herein. Nevertheless, the values of the Tariffs and their application may be modified at any time, with immediate effect, as per the terms set forth by Decree 137/2001. The Customers will receive their e-invoices (CFE) via e-mail to the address informed upon registration as Customer on the web page of KTN TERMINAL TCP. Sending the CFE to this e-mail address will be the only notice the Customer will receive from TCP about an invoice issued in his name.

#### **A. FULL CONTAINERS IMPORT – SERVICES TO BE PAID BY THE RECEIVER**

- Reefer monitoring
- Electricity supply & use of reefer infrastructure
- Plug/unplug at Terminal
- Full storage
- Special administration & monitoring IMO
- IMO storage
- OOG storage
- OOG handling
- Gate Moves Full Out
- ISPS
- Logistic Fee

#### **B. FULL CONTAINERS EXPORT – SERVICES TO BE PAID BY THE SHIPPER**

- Reefer monitoring
- Electricity supply & use of reefer infrastructure
- Plug/unplug at Terminal
- Full storage
- Special administration & monitoring IMO
- IMO storage
- OOG storage
- OOG handling
- Gate Moves Full in
- ISPS
- Logistic fee

#### **C. FREE DAYS OF STORAGE:**

Import: 3 calendar days, if collected within 3 calendar days. If not collected on day 3, storage will be invoiced since day 1.

Export: 3 calendar days, counted down from and including "first ETA" date.

This free days of storage only apply to normal storage, they do not apply to special supplements such as refrigerated cargo, dangerous cargo, etc.



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### GENERAL CONDITIONS

Article 1: Every assignment to "TCP" will be concluded according to the following conditions that govern the commercial relations between the Parties. These general conditions do not detract from the regulations and customs of the Port of Montevideo.

Article 2: The task consists of all activities of a manual or non-manual nature relating to the loading, unloading, handling, receiving, controlling, tallying, delivering goods, warehousing, and transportation within the terminal area, including all related and subordinate activities. This enumeration is not limitative. "The Customer" is the one who gives the order to "TCP". "TCP" is the one who accepts this order and executes it or has it executed.

Article 3: "TCP" is only liable for the damages and/or losses that are the direct consequence of its proven fault. The liability of "TCP" is limited to USD 875 per package and USD 125 per ton for bulk Cargo. Maximum liability, regardless of the number of packages for each claim of damage, shall in no case exceed USD 2.500 with a deductible of USD 1.500. For damages caused to the ship or means of transport, the compensation is based on the depreciated value and the maximum liability shall not exceed USD 50.000 with a deductible of USD 15.000. In case of convergence of several claims relating to damages caused to the ship or means of transport, losses and/or damages of goods or materials made available by "the Customer" or by third Parties, the total liability shall not exceed USD 50.000 with a deductible of USD 15.000, irrespective of the number of prejudiced Parties. "TCP" is not responsible for time lost for any reason. TCP will only be liable for damages caused to containers after it is proven that said damages were the direct consequence of TCP's actions. TCP's responsibility for damages to containers will not exceed the amounts indicated in the schedule below.

AGE IN YEARS	DEPRECIATED VALUE								
	20DRY	40DRY	40HCD	20REF	40HCR	20FRK	40FRK	20OTP	40OTP
0	USD 3.000	USD 4.300	USD 4.400	USD 19.000	USD 24.000	USD 5.000	USD 7.500	USD 4.000	USD 6.400
1	USD 2.475	USD 3.548	USD 3.630	USD 15.675	USD 19.800	USD 4.125	USD 6.188	USD 3.300	USD 5.280
2	USD 2.250	USD 3.225	USD 3.300	USD 14.250	USD 18.000	USD 3.750	USD 5.625	USD 3.000	USD 4.800
3	USD 2.025	USD 2.903	USD 2.970	USD 12.825	USD 16.200	USD 3.375	USD 5.063	USD 2.700	USD 4.320
4	USD 1.800	USD 2.580	USD 2.640	USD 11.400	USD 14.400	USD 3.000	USD 4.500	USD 2.400	USD 3.840
5	USD 1.575	USD 2.258	USD 2.310	USD 9.975	USD 12.600	USD 2.625	USD 3.938	USD 2.100	USD 3.360
6	USD 1.350	USD 1.935	USD 1.980	USD 8.550	USD 10.800	USD 2.250	USD 3.375	USD 1.800	USD 2.880
7	USD 1.125	USD 1.613	USD 1.650	USD 7.125	USD 9.000	USD 1.875	USD 2.813	USD 1.500	USD 2.400
8	USD 900	USD 1.290	USD 1.320	USD 5.700	USD 7.200	USD 1.500	USD 2.250	USD 1.200	USD 1.920
9	USD 675	USD 968	USD 990	USD 4.275	USD 5.400	USD 1.125	USD 1.688	USD 900	USD 1.440
10	USD 450	USD 645	USD 660	USD 2.850	USD 3.600	USD 750	USD 1.125	USD 600	USD 960
SALVAGE VALUE / SCRAP VALUE									
	20DRY	40DRY	40HCD	20REF	40HCR	20FRK	40FRK	20OTP	40OTP
	USD 300	USD 430	USD 440	USD 1.900	USD 2.400	USD 500	USD 750	USD 400	USD 640

Article 4: Invoices must be paid in full before the deadline, following the "Payment Instructions" indicated below. Invoices are due in cash. Delay in payment will give rise ipso jure to the payment of interests equal to the official lending rate of the National Bank of Uruguay + 2%. Should payment not be credited in TCP's account 14 (fourteen) calendar days after the invoice's due date, formal notice shall be sent, and this will carry a penalty equal to 10% of the amount invoiced, with a minimum of USD 125 for administrative charges. The net amount credited to the bank account of Terminal Cuenca del Plata will be acknowledged as payment by the client. Any local or foreign expenses, including but not limited to correspondence expenses, bank expenses for sending or receiving funds, courier expenses, will be borne by the client. KTN TERMINAL TCP hereby reserves the right to suspend services to Customers who do not pay their invoices before their due date. In this case, services may be suspended since the due date of the unpaid invoice. In case of differences or discrepancies about invoices, the clients may submit their claim in writing, and the matter shall be reviewed and resolved by the company as soon as possible.

Article 5: "TCP" is exempt from all liability in the following cases: all indirect or immaterial damages such as but not limited to: delays, harbour dues, demurrage, loss of profits, fines and/or similar levies; consequential damages, i.e. the material or immaterial damage, which is the consequence of the damage caused to the property of the other Party, such as, but not limited to, business disruption costs and/or other loss of profits; difference in weight of the containers and their contents; theft; all damages and losses occurring before or after the actual execution of the task by "TCP"; Force Majeure. Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party for any failure to perform, or delay in the performance of that Party's obligations mentioned below, when such failure to perform or delay in performance is caused by an event of force majeure; provided, however, that the Party whose performance is prevented or delayed by such event of force majeure shall have given prompt notice thereof to the other Party and has



made its best efforts to prevent such failure or delay. For the purpose of this article, the term "Force Majeure" shall include acts of God, lightning, earthquakes, fire, floods, epidemics, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, whether declared or undeclared, blockades, sabotage and/or other events that are completely out of the will and consent of "TCP". If either Party is affected by an event of force majeure, it will forthwith notify the other Party of the nature and extent of such force majeure and the Parties will enter into bona fide discussions in an attempt to alleviate its effects and to agree upon such alternative arrangements as may be fair, reasonable and practicable, the Party affected by a force majeure being under the obligation to give the full particulars thereof and to use its best efforts to minimize the effect of said occurrence and to take the necessary remedial measures. Weather conditions; defect in the goods and/or the packing; flooding, natural disaster, explosion and fire, whoever or whatever may be the cause thereof; error of third Parties and/or of "the Customer"; errors, delays, unforeseen costs, due to changes in the reporting systems by "non-TCP" parties; failure to communicate or incorrect communication of data or instructions by "the Customer" and/or by third Parties; any claims resulting from an unforeseeable defect of the equipment of "TCP"; any liability arising out of the following operations: dry-docking or ship repair; dredging or related activities; operation of ships, tugs, barges, dredgers and other similar vessels, passenger operations; any liabilities arising in connection with the following cargoes: bullions and precious metal objects, bank notes, coins, cheques, credit cards, bonds, negotiable documents and securities, jewellery, works of art, antiques or precious stones, high value cargoes, live animals, birds, fish and reptiles; "TCP" is never liable for damages that have not been reported.

Article 6: "the Customer" is required to communicate the following in writing to "TCP" before the commencement of the task: the correct and accurate description of the goods, including type, number, weight, condition and risk category; all instructions and limitations connected with the protection, handling and storage of the goods and the execution of the assignment in general. The goods shall carry all necessary markings indicating their characteristics. "The Customer" shall pack the goods required for the execution of the assignment, unless it is customary not to pack the goods. The means of transportations to be made available shall be supplied so that the assignment to be executed can be started immediately, according to the usual method of working. Installations, warehouses and equipment shall be checked by "the Customer" as to their suitability, before being put to use. In the absence of such a check or any motivated reserve, they shall be deemed to have been found suitable. "The Customer" shall safeguard "TCP" against all claims that could arise from a breach of the above obligations, even if the breach is attributable to a third Party.

Article 7: Subject to written obligation to insure, "the Customer" undertakes in respect of "TCP" to bear all risks itself, and waives recourses against itself and/or its insurers. "TCP" waives all recourses against "the Customer" in the case of damages to the installations caused by fire.

Article 8: "TCP" shall carry out the assignment to the best of its ability and in conformity with the customs, usages and regulations of the port.

Article 9: All liability of "TCP" lapses if any claim by "the Customer" is not lodged in writing at the conclusion of the task. Transfer of risk: "TCP" will be liable from the moment "TCP" has accepted the containers at the gate (for valuable goods: from the moment the container is taken from the truck) until the loading on board of the vessel or from the moment of placing in stack (for valuable goods, from the moment of placing the container on the designated truck with chassis) after discharging until loading on vehicle leaving the Terminal. All assessments of damage, measures taken, destructions or replacements if any, have to take place jointly with "TCP", respectively its insurance company, in order to be admitted.

Article 10: Without prejudice to the preceding stipulations, any claim against "TCP" expires one year after the determination of the damage and/or, in case of dispute, one year after the date of invoice, unless an earlier date is fixed by law.

Article 11: Should any article of these general conditions be in conflict with compelling legal stipulations, that article shall be regarded as not written, so that the validity of the remaining articles shall be unaffected.

Article 12: All legal disputes between "the Customer" and "TCP" shall be settled according to these special conditions and Uruguayan law. The Tribunal of Montevideo is the sole competent legal venue. Any translation of this Contract is for convenience only and in the event of disparity the English text shall prevail.

Article 13: Insurance. "TCP" will insure its property related to the Contract against FLEXA (fire, lightning, explosion, air vehicles) including a waiver of recourse against "the Customer" and all other third Parties. "The Customer" will insure its goods stored under "TCP"'s custody against FLEXA (fire, lightning, explosion, air vehicles) including a waiver of recourse against "TCP" and/or their affiliated companies. In case of damage of property of "the Customer" due to FLEXA or any other cause from which "TCP" is exempt from all liability, "the Customer" will remove the remains of these damaged goods stored at "TCP" for his own account. Both "TCP" and "the Customer" will carry general Third Party insurance, as it is customary in Uruguay.

Article 14: "the Customer" shall be fully liable and hold "TCP" and / or its affiliates harmless for any and all damages, losses, fines, taxes, levies, dues, duties and/or any other costs or consequences, due to non-compliance with the procedures.



Article 15: "the Customer" is liable for any damages caused by inherent vices or defects of any object, placed by "the Customer" at "TCP"'s disposal, without considering the cause of or the moment giving rise to that vice or defect.

Article 16: Merely by entering the Terminal, the Parties accept explicitly – in their own name and for account of their employees, suppliers and subcontractors – the regulations, guide lines and notices, which are effective on the Terminal and which exempt "TCP" of all liability for damages in case of accidents concerning persons, goods and vehicles, which occur on the Terminal, outside the scope of this document.

Article 17: "TCP" must insure its labourers in accordance with the Uruguayan Law. Normal labour insurance is included in the "Rate(s)/Tariff(s)". "The Customer" is to pay extra labour insurance, if imposed, for e.g. ammunition, explosives & other dangerous and/or corrosive goods.

Article 18: The Parties hereby agree that default will be automatic, by the mere expiration of the deadlines or by doing or failing to do something against the agreed terms (article 1336 of the Uruguayan Civil Code). The legal situation of the containers and the cargo is responsibility of "the Customer". Intervention of legal, judicial, or administrative authorities due to the legal situation of the containers and/or the cargo shall not be considered as a case of force majeure or as a hypothesis of exemption of responsibility for "the Customer", who will be responsible for all the costs while the containers are kept in the Terminal, even if they are retained at the request of the abovementioned authorities.

Article 19: The Shipper is the sole responsible party for timely providing the VGM data to the Line and/or its Agent. TCP will not be responsible for the lack of VGM data in a correct & timely manner. TCP will not receive the VGM data directly from the Shipper, but from the Line and/or its Agent.

- a) TCP will discharge, stow and load all transshipment containers considering the VGM as per Arrival Baplie and/or Discharging List.
  - b) Units received as per current estimation method that show a difference in excess of 5% between this and the VGM sent **after "Gate IN"** are subject to restow costs in case said difference causes changes on the Stowage Plan by the Planning Office of the Line.
  - c) Units without VGM data before Cut-off time will not be loaded and Rollover & Storage costs will be applied.
  - d) In case that the Planning office of the Vessel Provider determines that the above described units can be loaded with Late VGM data, Re-planning cost will be applied.
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### **PAYMENT INSTRUCTIONS**

#### **For Local Payments:**

Bank	BBVA- Montevideo Uruguay
Account No.:	999015424
Branch office:	Casa Central – Sucursal N° 50

#### **For Payments from Abroad – SWIFT Message:**

##### **FIELD 56 : Intermediary**

Intermediary Name	WELLS FARGO BANK NA, USA
SWIFT:	PNBPUS3NNYC

##### **FIELD 57 A: Account with institution**

Beneficiary Bank	BBVA, MONTEVIDEO-URUGUAY
SWIFT:	BBVAUYYM

##### **FIELD 59 : Beneficiary Customer**

Account Number	999015424
Name	Terminal Cuenca del Plata S.A.
FIELD 71 A : Detail of Charges	OUR
FIELD 72 : Sender to Receiver information	NO DEDUCT