

CONDITIONS OF USE

(Applicable for all vessels)

All facilities and assistance of any kind whatsoever provided by the Company or the Company Representatives to vessels visiting the Port for any purpose whatsoever are subject to the following conditions of use (“**Conditions**”). These Conditions are applicable regardless of whether or not any or all charges / costs are paid or are actually or impliedly due from or on account of any visiting vessels, whether of Indian or foreign flag. Without prejudice to the generality of the foregoing, the following shall be deemed to have been specifically accepted by any vessel visiting the Port regardless of whether such acceptance is specific, in writing or otherwise.

For the purpose of these Conditions the following definitions shall apply:

“**Affiliate**” means Hazira LNG Private Limited, which is incorporated under the Companies Act, 1956 having their registered office at 101-103, “Abhijeet-II”, Mithakhali Circle, Ahmedabad 380 006, Gujarat, India.

“**Company**” means either or both of Hazira Port Private Limited a company incorporated under the Companies Act, 1956 having its registered office at 101-103, “Abhijeet-II”, Mithakhali Circle, Ahmedabad 380 006, Gujarat, India and Adani Hazira Port Private Limited a company incorporated under the Companies Act, 1956 having its registered office at Adani House, Navrangpura, Ahmedabad 380 009, Gujarat, India.

“**Company Representative**” means (collectively and severally) the Affiliate or any of its or its Affiliates employees, contractors, servants, consultants, advisors, agents or representatives in whatever capacity they may be acting or Company’s employees or authorized persons.

“**Government Authority**” shall include (as the context may require) any relevant department of the Government of Gujarat or mean (a) any court with the relevant jurisdiction or, (b) any local, national or supra-national agency, authority, council, department, inspectorate, ministry, municipality, official or public or statutory person or any other executive, legislative or administrative entity of, or under the control of, the Government of Gujarat or the Government of India.

“**Master**” mean the master of the vessel.

“**Owners**” mean the owners of the vessel.

“**Port**” means the Hazira (Surat) Port notified as a minor port under the Indian Ports Act, 1908.

“**Port Facilities**” means all the infrastructure, equipment and installation at the Port which includes, but is not limited to, tugs, channels, channel markings, buoys, jetties, berths lines, gangways and bunkering facilities or the unloading facilities at (i) the regasification terminal of Hazira LNG Private Limited and (ii) the bulk/general cargo terminal of Adani Hazira Port Private Limited.

“**Port Services**” means any service rendered by the Company or Company Representative which includes, but is not limited to, mooring or unmooring or raising or lowering of the loading lines or loading or discharging or otherwise, including towage services.

- 1** The Master of a vessel shall under all circumstances remain responsible on behalf of the Owners for the safety and proper navigation of the vessel at the Port and shall at all times comply with all applicable law, applicable port regulations and directions and instructions issued by the Company and Company Representatives from time to time to the Master. The vessel shall abide by all rules, regulations, guidelines and recommendations with reference to prevention of pollution, including pollution due to bilges, ballast water, ship waste, garbage and the like.
- 2** Whilst the Company has undertaken all reasonable care, skill and diligence to ensure that Port Services are safe, the Company does not represent or warrant that the Port Services are safe or suitable for any vessel. Any vessel using Port Services at the Port shall do so at its sole and exclusive risk. The Company or Company Representative shall not be responsible for any loss or damage to the vessel, actual or consequential, which is in any manner related to the use of the Port Services regardless of any act, omission, fault or neglect of the Company or the Company Representative, including pilot’s neglect, error or mistake. This clause 2 (two) shall apply irrespective of whether or not the vessel is within the notified limits of the Port. Whilst the Company has undertaken all reasonable care and diligence to ensure that the Port and Port Facilities are safe, the Company or the Company Representative does not represent or warrant that the Port or the Port Facilities are safe or suitable for any vessel. Any vessel using the Port or the Port Facilities shall use the Port and the Port Facilities at its sole and exclusive risk. The Company or the Company Representative shall not be responsible for any loss or damage to the vessel, actual or consequential, which is in any manner related to the use of the Port and the Port Facilities regardless of any act, omission, fault, neglect, error or mistake of the Company or the Company Representatives. The Port, its officials or contractors shall not be responsible for delay in pilotage, berthing, ingress or egress, for any reasons whatsoever. The Port endeavors that the berths, its facilities, equipments, tugs and crafts are deployed and operated safely, but does not guarantee any such safety and shall not be responsible for any loss, damage or delay sustained by the vessel for any such reasons.

- 3** All vessels visiting the Port must themselves ensure whether or not they are capable of operating within the physical limitations of the Port's dimensions, unloading arm envelopes and mooring equipment.
- 4** Neither the Company nor the Company Representatives shall be responsible for any loss, damage, injury or delay from whatsoever cause arising out of any assistance, advice or instruction whatsoever given / tendered, in writing or otherwise, in respect of any vessel. In all circumstances the Master and/or the Owners shall remain solely responsible for the safety and proper navigation of such vessel.
- 5** Neither the Company nor the Company Representatives shall in any event be responsible for the acts or defaults of any of their employees or servants or agents or of any Government Authority for any loss, damage, injury or delay howsoever caused or arising that may occur to the vessel or her cargo or equipment or personal injury to the Master or any member of her crew whether on board or otherwise whilst visiting the Port.
- 6** Neither the Company nor the Company Representatives shall in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether the Company or the Company Representatives or their employees are a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Company or the Company Representatives.
- 7** The vessel and Owners shall, jointly and severally, in all circumstances hold harmless and indemnify the Company against all losses, claims, damages, costs and expenses the Company may incur or has incurred arising from:

 - (a)** any loss suffered by the Company arising out of any damage to the Port or Port Facilities which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation;
 - (b)** any loss suffered by the Company arising out of death or injury to the personnel which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation;
 - (c)** any loss suffered by third parties, including by Company Representatives, arising out of damage to their property which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation;
 - (d)** any loss suffered by third parties, including by Company Representatives, arising out of death or injury to their personnel which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation;

- (e) any loss suffered by the vessel while at the Port, including any consequential losses and damages, regardless of any act, omission, fault or neglect on part of the Company or Company Representatives.
- (f) any loss suffered due to death or personal injury to the Master, officers or crew of the vessel while at the Port, including any consequential losses and damages, regardless of any act, omission, fault or neglect on part of the Company or Company Representatives.

The vessel will be held responsible for any loss or damage caused to the Port's or Port Facilities' or Port Services' or Company's property and all such cost, charges and/or expenses in that behalf shall be paid on a demand being made, without any demur. Company shall have the right to directly raise demand of all such cost, charges and/or expenses to the vessel Master and/or Owners. Demand can be also made to the vessel Master and/or Owners.

- 8** If the vessel is or is likely to become an obstruction threat or danger to navigation, operations, safety, health, environment or security of the Port ("a hazard") the Master and the Owners shall, if required by the Company take immediate action to clear, remove or rectify the hazard in such a manner as the Company may direct. Alternatively, the Company may take such steps itself, as it deems fit and proper in its sole discretion, and the Owner shall be responsible for and indemnify the Company against all costs and expenses associated therewith.
- 9** The aggregate liability of the vessel, Master and Owners to the Company under these Conditions in respect of all claims arising from any one accident or occurrence shall be limited to US\$ 150,000,000 and, to the fullest extent permissible by law, the Owners and their insurers hereby waive any rights they may otherwise have under applicable law or any applicable Convention to limit their liability at any lower limit.
- 10** Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights, which the Company or the Company Representative may have against the Owner or Master of the vessel. The Owner or Master of the vessel, to the fullest extent permissible by law, undertake not to take or cause to be taken any proceedings against the Company or the Company Representative or their personnel, in respect of any negligence or breach of duty or other wrongful act on their part, but for this present provision, it would be competent for the Owner or the Master so to do.
- 11** The Master of the vessel represents that he is authorized to sign these Conditions and makes this agreement for and on behalf of the Owners of the vessel.

12 These Conditions shall be construed in accordance with the laws of India and if so required by the Company, the vessel, her Master and her Owners shall submit to the jurisdiction of the Indian Courts.

I, the undersigned, being the Master of;

M.T./ S.S. _____ **Flag** _____

Built _____

Owned / Operated by _____

I do hereby on behalf of the Owners, operators and charterers accept these “**Conditions of Use**” of installations and services at Hazira (Surat) Port” detailed above.

Master’s Name _____

Master’s Signature _____