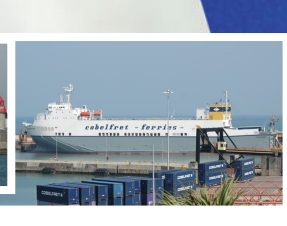
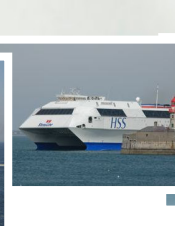
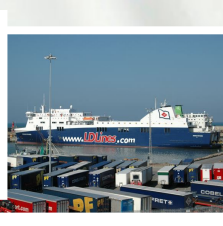
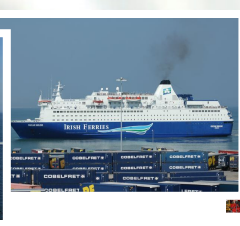
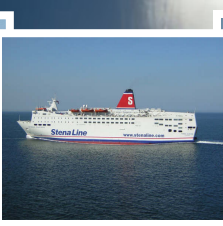
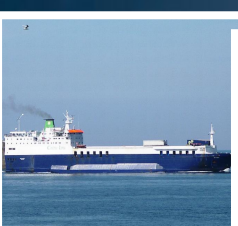


Terms & Conditions Of Trade

*Valid 1st January 2014
Until Further Notice*



**Rosslare
Europort**

Terms & Conditions

Valid 1st January 2014 Until Further Notice

General

1. Definitions:
 - 1.1 “Port Authority”: means Iarnród Éireann-Irish Rail of Connolly Station, Dublin 1, (Company Registration Number 119571). References to Rosslare Europort in this document shall, where appropriate, be construed as references to Iarnród Éireann-Irish Rail.
 - 1.2 “By-Laws”: means the Fishguard and Rosslare Railways and Harbours Company By-Laws of the Harbour of Rosslare of 1895 and the Fishguard and Rosslare Railways and Harbours Company Rosslare Harbour By-Laws of 1907 and any other By-Laws that may apply from time to time (collectively referred to as the “By-Laws”).
 - 1.3 “Customer”: means any person and/or vessel at whose request or on whose behalf the Port Authority undertakes any business or provides services as set out in clause 3 and Appendix 1 hereof.
 - 1.4 “Port”: means all waters, piers, quays, harbours, docks and wharves, buildings, roadways or land owned, administered or occupied by and lying within the control and/or jurisdiction of the Port Authority and shall include the jurisdiction of the Fishguard and Rosslare Railways and Harbour Company as defined in section 3 of the Fishguard and Rosslare Railways and Harbours Act, 1900 as “the limits of this Act”.
 - 1.5 “Schedule of Charges”: means the Schedule issued by the Port Authority to an individual Customer setting out the charges applicable to that customer.
2. All services as described in Appendix 1 shall be provided by the Port Authority, whether on a gratuitous basis or not, subject to these Terms & Conditions. The Port Authority shall be entitled to sub-contract to any third party or parties the provision of mooring, stevedoring or other port-related services to the Customer.
3. The services provided by the Port Authority are described in Appendix 1. The Port Authority will not provide nor is it obliged to provide any services not listed in Appendix 1, unless a written undertaking is given by the General Manager or the Harbour Master of Rosslare Europort to provide such additional service. The provision of any additional service by the Port Authority in accordance with any such written undertaking made by the General Manager or Harbour Master shall be subject to these Terms & Conditions.
4. These Terms & Conditions shall apply to all Customers operating to or from the Port, and such Customers shall be taken to have agreed to be bound by the same upon entry into the Port.
5. If any legislation is compulsorily applicable to the services provided by the Port Authority and/or the business it undertakes, these Terms & Conditions shall as appropriate be subject to such legislation. Nothing contained herein shall be construed as a surrender by the Port Authority of any rights or immunities available to it under such legislation and if any part of these Terms & Conditions conflicts with such

legislation to any extent such part shall be overridden by such legislation to that extent and no further.

6. These Terms & Conditions may not be varied and/or amended in whole or in part, except by the General Manager of Rosslare Europort or by the Chief Executive Officer of Iarnród Éireann, in which case the General Manager of Rosslare Europort or the Chief Executive of Iarnród Éireann will notify the Customer of any such variation in writing and the variation will take effect from the date the notification in writing is sent to the Customer. Save for any variations as provided for under this clause and/or by virtue of an undertaking provided by the General Manager or the Harbour Master of Rosslare Europort under clause 3 hereof, these Terms & Conditions, Appendices and the By-Laws and Schedule of Charges as incorporated herein shall constitute the entire contractual relationship between the parties and shall supersede all communications understandings and agreements relating to the subject matter hereof, whether oral or written, express or implied.
7. All Customers, their employees, servants and/or agents are bound by the By-Laws as amended from time to time. The By-Laws are deemed to be incorporated as part of these Terms & Conditions. If there is any conflict between these Terms & Conditions and the By-Laws, the By-Laws will take precedence and shall be deemed to apply.

Access To Rosslare Europort

8. All vessels will call at and depart from the Port at times agreed with the Harbour Master of Rosslare Europort. The normal operating hours of the Port are 0600 hours to 2200 hours, 363 days a year (closed 25th & 26th December). Services outside these times may be provided upon prior agreement of the Harbour Master.
9. The Customer will use reasonable endeavours to keep to the times agreed under Clause 8, and where this is not possible due to weather or other reasons, the Customer will give the Harbour Master as much notice as possible of delays.
10. Every Customer shall provide, where applicable, full and timely information to the Harbour Master about the following:
 - (a) Vessels' arrivals and sailings;
 - (b) Anticipated delays/cancellations;
 - (c) A copy of the vessel's manifest and details of the import and export loads by category of traffic per Irish Central Statistics Office standards;
 - (d) Any other information which is reasonably necessary or relevant to the efficient turnaround of the vessel.
11. Rosslare Europort is a common-user terminal and the Harbour Master of Rosslare Europort retains the final decision in relation to all operational matters in the running of the Port, including, but not limited to the scheduling of services, allocation of berths, access to berths, access to trailer, container and other compounds and prioritisation of loading and unloading of vessels.

Payment of Rates

12. In addition to the terms set out herein, all Customers, their employees, servants and/or agents are bound by the Schedule of Charges as amended from time to time. In the absence of any specification to the contrary in the Schedule of Charges, the Port Authority and/or Rosslare Europort shall be entitled to increase the rates, or part thereof, as set out in the Schedule of Charges in line with any increase in inflation. The Schedule of Charges is deemed to be incorporated as part of these Terms & Conditions. If there is any conflict between these Terms & Conditions, the Schedule of Charges will take precedence and shall be deemed to apply.
13. It is the responsibility of all Customers to obtain the Schedule of Charges from the General Manager of Rosslare Europort prior to calling at the Port. Any Customer which fails to do so shall be liable for charges at a level determined solely by the General Manager.
14. A surcharge for provision of services outside Rosslare Europort's normal working day may be applied to charges at a rate determined by the General Manager.
15. The Port Authority and/or Rosslare Europort reserve the right to demand payment in advance of the provision of service under these Terms & Conditions at the rates set out in the Schedule of Charges and/or request a bond or other form of financial security in advance of the provision of services if and as deemed necessary.
16. Rosslare Europort shall invoice the Customer or its agent, and each such invoice shall be payable within 28 days from the date of the invoice. Rosslare Europort reserves the right in the event that the Customer or its agent fails to settle any invoice within 28 days of the date of the invoice to charge interest at a daily rate of EURIBOR plus 2% on the principal sum due.
17. All charges are subject to VAT at the rates prevailing in the Republic of Ireland from time to time.
18. In the event that a dispute arises whereby the Customer seeks damages or other compensation from Rosslare Europort, no deduction, counterclaim or set-off shall be made against any invoices issued in accordance with clause 16 hereof.
19. In the event that the Customer and/or its agents fails to pay any invoice(s) within 28 days from the date of the invoice, the Port Authority and/or Rosslare Europort shall be entitled, in addition to the right to charge daily interest in accordance with Clause 16 of the Terms & Conditions and to exercise a lien on unaccompanied freight under clause 30 of the Terms & Conditions, to take any actions, without any further notice to the Customer, which in the opinion of the General Manager are necessary to protect the commercial interests of the Port Authority and/or Rosslare Europort including, but not limited to, the right to terminate the provision of services pursuant to these Terms & Conditions, to temporarily refuse access to any vessel of the Customer, to suspend the provision of services as described in Appendix 1 of these Terms & Conditions and to detain any vessel or goods of the Customer until any outstanding invoices are settled together with accrued interest to the satisfaction of the Port Authority and/or Rosslare Europort. In the event that the Port Authority and/or Rosslare Europort detain a vessel and/or goods in accordance with this clause and a Customer and/or its agent fails to pay the outstanding invoice(s) within a further 28 days from the first day of detention

the Port Authority and/or Rosslare Europort shall have the right to sell the detained vessel and/or goods.

Force Majeure and Liability

20. The Port Authority shall not be liable for a failure to perform or a delay in the provision of services as detailed in Appendix 1 where such failure or delay is caused by an act of God, storm, flood, fire, explosion, act of war, act of terrorism and enemies of the State, insurrection, riots, blockade, intervention of government authorities, seizure under legal process, quarantine restrictions, strikes, lock-outs, restraints of labour, sabotages, civil commotions, nuclear radiation or fallout, or any other cause beyond its reasonable control.
21. If any *force majeure* event or any other cause beyond a Customer's reasonable control arises in accordance with clause 20 of these Terms & Conditions, the Customer shall inform the Harbour Master immediately of such circumstance and shall keep him informed. The Customer shall take all reasonable steps to overcome any operational difficulties and to resume service as soon as practicable. The Customer will in addition provide whatever alternative service may be practicable in the meantime.

Damage To Property

22. The Port Authority and/or Rosslare Europort shall have no liability whatsoever for any damage to accompanied freight, passenger vehicles, passenger property and/or injury sustained by passengers, and for any damage to or loss arising from fragile cargoes or cargoes that are not properly stowed or packed.
23. Notwithstanding the provisions contained in clause 25 to 28 inclusive hereof which will apply in full, the Customer shall give the Port Authority and/or Rosslare Europort notice in writing in advance of any reefer/heated containers arriving at the port for either loading or discharging. Such notice must include full details of the nature of the goods stowed within the refrigerated or heated container, the particular temperature and/or temperature range the goods and/or refrigerated/heated containers are to be maintained at and, in the case of refrigerated/heated containers, the Customer warrants and undertakes that the goods contained therein have been properly stowed in the container at the required temperature and that the container's thermostatic controls have at all material times been appropriately set by the Customer and maintained. If such notice is not provided and/or in breach of such undertaking and warranty, the goods have not been stowed properly and/or the container's thermostatic controls have not been properly maintained, the Port Authority and/or Rosslare Europort shall not be liable for any loss or damage to the goods and/or refrigerated/heated container. Notification by facsimile or e-mail is deemed to be written notice for the purposes of this clause.
24. The Port Authority and/or Rosslare Europort shall not be liable for any loss or damage to the goods and/or refrigerated/heated container arising from latent defects, derangement, breakdown, stoppage of the refrigerating or heating machinery, plant insulation and/or any apparatus of the refrigerated/heated container provided the Port Authority and/or Rosslare Europort exercise reasonable care to maintain the refrigerating or heating controls of a refrigerated/heated container at the agreed temperature or agreed temperature range whilst such refrigerated/heated container is under their care and control.

25. Where the Port Authority and/or Rosslare Europort or its employees, contractors or agents damage vehicles or other equipment, other than passenger vehicles, passenger property and accompanied freight, whether the property of the Customer or a third party, the notice provisions set out in clauses 25 (a) to (d) hereof shall apply. Any damage not notified as aforesaid shall be deemed to be waived and absolutely barred. Notification by facsimile or e-mail is deemed to be written notice for the purposes of Clauses 25 (a) to (d) hereof.
- (a) In relation to any damage to unaccompanied freight being imported into Ireland written notice to the Harbour Master of such damage must be provided immediately upon the removal of such freight from the Port. A report of damage to Rosslare Europort personnel at the "Import Gate" leading to the completion of an "Iarnród Éireann Damage Incident Report" is deemed to be written notice to the Harbour Master for these purposes.
 - (b) In relation to any damage to unaccompanied freight being exported from Ireland written notice to the Harbour Master, or a person authorised by him to receive notice under this clause, of such damage must be provided within 72 hours of the removal of such freight from the port of destination.
 - (c) In relation to any damage to trade vehicles written notice to the Harbour Master, or a person authorised by him to receive notice under this clause, of such damage must be provided within 72 hours of the removal of such vehicles from the Port.
 - (d) In relation to any damage to vessels, the Master of the vessel shall issue a written note of protest at such damage to the Harbour Master within 72 hours of the occurrence of such damage.
26. Notwithstanding the provisions of Clause 25 hereof, the Port Authority and/or Rosslare Europort shall be discharged of all liability whatsoever unless suit in relation to any damage to vehicles or other equipment, whether the property of the Customer or a third party, is brought within twelve months from the date of the occurrence of the damage.
27. Where claims for damage are properly notified in accordance with Clause 25 of these Terms & Conditions, the Port Authority and/or Rosslare Europort will be liable only for the costs of making good the damage and not for any indirect loss or consequential loss suffered by the Customer or any third party.
28. Notwithstanding anything contained in Clauses 22 to 28 inclusive hereof, where a Customer and/or owner of a vessel is entitled to limit its liability for damage to property by reason of the application of the Hague-Visby Rules, CMR, the London Convention (including the 1996 Protocol), the Athens Convention, the Rotterdam Rules or any other mandatory liability regime, then the Port Authority's and/or Rosslare Europort's liability shall be similarly limited, whether or not the Customer and/or owner of a vessel actually invokes such mandatory regime or not. Where such mandatory regime provides for liability limits or notification periods to be extended, any such extension of notification periods and/or higher levels of liability shall not apply to the Port Authority's and/or Rosslare Europort's liability.
29. Where the Customer, or its employees, contractors or agents, damage the port infrastructure or any property in the Port, whether the property of the Port Authority,

Rosslare Europort or a third party, the Customer will be liable for all direct, indirect and consequential losses suffered by the Port Authority, Rosslare Europort and/or a third party.

Lien

30. Rosslare Europort shall have a general lien on all unaccompanied freight in its possession, custody or control for all sums outstanding at any time from the Customer to Rosslare Europort and Rosslare Europort shall be entitled to store, sell and/or dispose of such unaccompanied freight as agent for, and at the expense of, the Customer; the proceeds of which it shall apply in settlement of or towards the settlement of such outstanding sums. Rosslare Europort will remit the balance, if any, after such storage, sale and/or disposal to the Customer. In exercising its rights under this Clause, Rosslare Europort accepts no liability whatsoever in respect of unaccompanied freight. This contractual right of lien shall be in addition to, and not in substitution for, any other lien Rosslare Europort may have against such freight.

Termination

31. Without prejudice to Clauses 19 and 30 of these Terms & Conditions, the Port Authority and/or Rosslare Europort may terminate the provision of services to any Customer as provided for under these Terms & Conditions forthwith if a Customer:
- i. calls a meeting of creditors or makes or executes any assignment for the benefit of or compounds with creditors; or
 - ii. being a company, an order is made or an effective resolution is passed for its winding up (save for winding up for the purposes of reconstruction or amalgamation) or being an individual, commits an act of bankruptcy; or
 - iii. commits any breach of these Terms & Conditions and continues such breach or permits such breach to be continued for a period of 14 days or more.

Security, Health & Safety, Navigation

32. No Customer shall do or omit to do anything, the doing or omission of which shall be a contravention of any International, European Union or National Security, Safety, Health and Welfare at Work legislation and or codes of practice or standards issued that apply to Terminal or Marine operations.
33. In its use of the Port, all Customers will operate in accordance with the highest and best standards of practice, including the adoption of the best seamanship practice in connection with navigation when approaching, lying alongside or sailing from Rosslare Europort, and will comply with all local notices and procedures that are designed to enhance and/or ensure safety and security.
34. All Customers will comply with all applicable regulations imposed, or directions given, by the Port Authority and all statutory and other requirements in connection with the Port Authority and the use of the facilities provided to the Customer under these Terms & Conditions. Without prejudice to the foregoing, all vessels that call at the Port will be in a seaworthy condition and all vessels will fully comply with the requirements of the ISM Code and upon request shall provide evidence of compliance with same.

35. Every Customer shall use pilots or other services whenever directed to do so by the Harbour Master of Rosslare Europort.

Insurance

36. All vessels that call at the Port shall be entered in a mutual P&I Club. Evidence of such entry and insurance must be produced for inspection upon the request of the Harbour Master of Rosslare Europort.
37. In respect of shore-based representatives using the Port, Customers, and/or vessel owners, agents or managers, shall put in place public liability and employers liability insurance cover for any claims arising in respect of events occurring with specific indemnities to Córas Iompair Éireann/Iarnród Éireann-Irish Rail or both. The said insurance cover and limits will be those specified from time to time by Rosslare Europort. Details of the cover currently required should be obtained from the General Manager and/or Harbour Master. If requested by the General Manager or the Harbour Master the Customer shall promptly provide details of such cover to Rosslare Europort's insurance advisers. The Port Authority may refuse to provide services to a Customer if details of cover are not promptly provided upon request.

Environmental Issues

38. The Customer, without prejudice to any defences, exclusions for liability and rights of limitation that may be provided by applicable law and conventions, shall indemnify the Port Authority and/or Rosslare Europort for all direct, indirect and consequential losses and damages and costs incurred and/or arising from any pollution incident caused by the Customer or their servants, agents, employees or contractors including all crew and all personnel engaged by it or in relation to the vessel.
39. Whilst accessing or using Rosslare Europort, the Customer, its servants, agents, employees and contractors, including all crew and all personnel engaged by it in relation to the vessel, must comply with all environmental legislative requirements including all relevant and applicable pollution and waste disposal legislation, regulations, codes of practice and standards.

Employment Law

40. In relation to any employees the Customer, including a vessel's owners, agents or managers, has engaged or shall engage in Ireland, that Customer shall as an employer fully observe and comply with all relevant employment law and pensions law (both statute and common law) and regulations applicable to such employees, where obligations under this Agreement are performed in Ireland, and including any employment regulation orders issued by the Joint Labour Committee pursuant to Section 42 of the Industrial Relations Acts 1946 – 1994, registered employment agreements as provided by Section 27 of the Industrial Relations Acts 1946 – 2004, the National Minimum Wage Act 2000, the Safety, Health and Welfare at Work Act, 2005, the Payment of Wages Act 1991 and any regulations, codes of practices, legally binding determinations of the Labour Court. The employer shall maintain written records evidencing its compliance with all such employment and pension law and regulation and shall provide copies of such records to Rosslare Europort promptly upon request.

41. The Customer shall be responsible for the observance of the obligations set out in Clause 40 by any third parties, persons, contractors, agents, subcontractors engaged or appointed by it in Ireland other than Rosslare Europort, its employees, contractors, agents or sub-contractors.

Reorganisation of CIÉ Group

42. Notwithstanding anything to the contrary in these Terms & Conditions, if Iarnród Éireann-Irish Rail or the Government of Ireland or any Department thereof or Córas Iompair Éireann should re-organise the business and/or legal structure of Iarnród Éireann-Irish Rail (whether by dividing its business between two or more corporate bodies or otherwise), the obligations of Iarnród Éireann-Irish Rail may be divided between such bodies and the Customer shall thereafter deal with such bodies as if the parts of these Terms & Conditions relevant to the business of such bodies formed Terms & Conditions between the Customer and such corporate bodies.

Severability

43. Each and every obligation under these Terms & Conditions shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being found by any authority of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms & Conditions, all of which shall remain in full force and effect.

Law & Jurisdiction

44. These Terms & Conditions shall be governed by and construed in accordance with Irish law, and any dispute, suit or action or proceedings arising under and out of this Agreement shall be submitted to the exclusive jurisdiction of the Irish Courts. Each Customer and the Port Authority and/or Rosslare Europort submits to the jurisdiction of the Courts of Ireland.

Non Waiver

45. No act, omission, course of dealing, approval or delay by the Port Authority and/or Rosslare Europort in exercising its rights under or enforcing any terms of these Terms & Conditions (whether pursuant to any default or otherwise) shall prejudice or affect or be in derogation of its rights and remedies under these Terms & Conditions and no matter shall be treated as evidence, or constitute a waiver, of any rights of either party or terms of these Terms & Conditions.

Appendix 1

In consideration of the charges payable to the Port Authority and/or Rosslare Europort, the Port Authority and/or Rosslare Europort shall offer the following services to vessels calling at the Port, provided that the call has been agreed with the Harbour Master in accordance with clause 8:

- Vessel Traffic Service;
- Mooring and unmooring vessels;
- Allow the use of the Port's berths, linkspans, and other infrastructure;
- Operate the Port's linkspans;
- Discharge vessels to the satisfaction of the Master – the vessel is responsible for removing securing arrangements and ensuring the complete discharge. Stevedores provided by the Port Authority and/or Rosslare Europort are to operate in a safe and professional manner applying current applicable Health & Safety legislation;
- Load vessels to the satisfaction of the Master – the vessel is responsible for stowage and securing arrangements;
- Discharge and Load vessels to/from the areas designated for the temporary storage of road trailers/containers/other miscellaneous RORO units and or trade vehicles as appropriate;
- Short term storage (up to 36 hours) for unaccompanied freight;
- Accept unaccompanied trailers arriving by road into the designated storage area during operating hours of the port;
- Record unaccompanied trailers leaving the designated temporary storage area by road during the normal operating hours of the port;
- Facilitate the removal of trade vehicles from the designated temporary storage area by the authorised receiving agent (Rosslare Europort reserves the right to require evidence of such authorisation) during the normal operating hours of the port;
- Provide terminal building facilities for Foot and Vehicle passengers;
- Provide access to and from vessels for foot passengers;
- Ensure Port Facility compliance with ISPS Code;
- Ensure Port compliance with EU Port Security Directive;
- Ensure Port compliance with Port Waste Reception Legislation;
- Independent Weighbridge Facility for all RORO Freight > 7 tonnes;
- Driver facilities for accompanied freight;

- Safe and reasonably efficient marshalling of all incoming and outgoing traffic during the normal operating hours of the port, and outside these hours at the discretion of Rosslare Europort.
- In cases where rates for rolltrailers have been quoted for, the Port Authority will provide the following services:
 - Prior to the vessel's arrival, the Rolltrailers will be prepared for loading by the reachstacker and stowed in the trailer spaces available in the Trailer Compound.
 - The discharge and loading of Rolltrailers (1-high & 2-high) between the vessel and the Rosslare Unaccompanied Trailer Compound and/or the Container Storage Area.
 - Upon discharge - delivery of the Rolltrailers to the Trailer Compound. The trailers will be delivered to the Container Storage Area as soon as practicable.
 - Collection and delivery from road vehicles – to be carried out within or adjacent to the Container Storage.