

Australian Amalgamated Terminals

Notice and proposed 2026-27 Tariff Schedule

Issued by AAT in accordance with clause 5 of Schedule 1 and clause 2.2 of Schedule 5 of the AAT Undertaking¹

Issue date: 3 March 2026

Summary

Approach and objectives for this price review

- 1 Australian Amalgamated Terminals Pty Ltd (**AAT**) proposed a new s87B undertaking (the **Undertaking**) to apply to its terminals as part of obtaining ACCC clearance for its acquisition of the Webb Dock West terminal in Melbourne. The ACCC accepted the Undertaking on 9 April 2025. The Undertaking was given by AAT, Melbourne International RoRo & Auto Terminal Pty Ltd (**MIRRAT**, now referred to as AAT), and Qube Holdings Limited.
- 2 The Undertaking establishes a regime that regulates compulsory tariffs and charges levied on Service Providers that use any of the AAT Terminals (these tariffs and charges are defined in the Undertaking as “**Charges**”). Other tariffs, fees and charges levied on other users of the Terminals are not regulated under the Undertaking. The Undertaking also does not apply to certain cargo types (i.e., containers and bulk).
- 3 The Undertaking permits AAT to review its Charges once per year and requires us to notify stakeholders by no later than 3 March of any changes we propose to make to the Charges, including the introduction of any new Charges or changes in the way that Charges will be determined or applied.
- 4 This is the first price review process which AAT has undertaken under the Undertaking following its acquisition of MIRRAT.
- 5 In response to ACCC and stakeholder feedback during the development and approval of the Undertaking, our objectives in undertaking this first price review and updated Tariff Schedule include the following:
 - (a) To seek to reduce disputes and uncertainty by providing clarity and certainty around those charges and tariffs that are regulated under the Undertaking (i.e. Charges) and those other tariffs or charges that are not, as well as explaining how this decision has been made by reference to the Undertaking.
 - (b) For those Charges that are subject to price review, AAT has established a robust, transparent regulatory-style cost model to govern Charges for each Terminal. This approach offers a rigorous, cost-based approach to setting Charges having regard to the pricing principles set out in Schedule 5 of the Undertaking.
 - (c) We have also taken the opportunity to simplify and clarify the Tariff Schedule to address areas that have historically raised stakeholder confusion or concern.

¹ The Undertaking refers to the undertaking given to the ACCC under section 87B of the *Competition and Consumer Act 2010* by Australian Amalgamated Terminals Pty Ltd, Melbourne International RoRo & Auto Terminal Pty Ltd, and Qube Holdings Limited dated 9 April 2025.

- (d) Finally, we have taken the opportunity to remove some old tariff types that are no longer used and to align other features of the Tariff Schedule across all four Terminals to ensure consistency for AAT and our customers.

More detail on the cost model and associated approach is set out on pages 5 – 6 of this Notice.

What has changed for Charges?

- 6 As part of more rigorously accounting for the cost of providing our regulated services, AAT has identified that we have failed historically to reflect several of our capital costs, and particularly the value of our premises costs, in our Charges. This is particularly relevant for those Charges for services that involve significant use of land or capital equipment, such as the Facilities Access Charges (**FAC**) and Reveal and Delivery (**R&D**) Charges.
- 7 The FAC and R&D Charges have therefore been increased for FY27 across all Terminals in order to reflect our costs of providing these services. A new category of R&D Charge has also been introduced and applied to wheeled or tracked vehicles, including cars.
- 8 For all other charges, including the Stevedore Access Charge and our unregulated tariffs (such as Quarantine cleaning and storage), we have proposed to increase tariffs by inflation (per clause 3.4(b)(vii) of Schedule 5 of the Undertaking).
- 9 A full list of the changes proposed to individual Charges at each Terminal is set out in Attachment A, as required by clause 2.3(a) of Schedule 5 of the Undertaking.

What other changes have been proposed?

- 10 As well as changes to the Charges (and other tariffs), we have also made some other changes to the Tariff Schedule. The reasons for these changes are explained on pages 8 – 9 of this Notice. However, in summary:
- An Export Handling Fee has been introduced at Webb Dock West.
 - At Webb Dock West, the number of free storage days has changed from 4 calendar days to 3 business days, to align with the approach at the other AAT Terminals and to enhance the efficient operation of the Terminal – particularly to encourage timely processing of vehicles through the Terminal.
 - Following a concern raised by a user during 2026, the position in relation to wharf storage fees at Webb Dock West has also been clarified for vehicles requiring quarantine cleaning.
 - A number of redundant tariffs have been removed.

Your right to seek a review

- 11 Under the Undertaking, Dispute Applicants have a right to dispute any Changes made to Charges. Dispute Applicants at Webb Dock West can also dispute how tariffs have been characterised in this proposed Tariff Schedule.
- 12 More information on the dispute process and your rights in this regard is set out at pages 10 - 11.

Replacement Terms and Conditions

- 13 Alongside the establishment of a more transparent and robust approach to regulated pricing, AAT has also undertaken a full review of its standard terms and conditions. These have been

consolidated and updated to better reflect the operations of the Terminal and to ensure a common set of conditions apply across all types of users.

- 14 A copy of the new AAT Terms and Conditions is set out in Attachment 3. These will take effect from 1 July 2026.

Commencement

- 15 The Charges specified in the proposed Tariff Schedule will take effect from 1 July 2026.

The AAT Undertaking

How the AAT Undertaking regulated Charges

The Undertaking applies to each of AAT's Terminals at Webb Dock West, Appleton Dock, Port Kembla and Fisherman Islands.

The Undertaking was put in place to address competition concerns raised by the ACCC that, without it, AAT may have the incentive and ability to provide pricing of services to its own related downstream operations (such as stevedoring), which were preferable to those offered to downstream competitors.

One way in which the Undertaking addresses these concerns is a price review and dispute resolution process set out in Schedule 5. This provides a process under which AAT must:

- specifically identify those Charges that relate to compulsory services supplied to its own downstream operations and specify these in a published Tariff Schedule;
- ensure that prices for these regulated Charges comply with certain regulatory pricing principles;
- only review its Charges once each year and notify stakeholders of any changes proposed to those Charges (including any new tariffs or changes to the way in which Charges are calculated or applied), together with reasons for doing so; and
- offer stakeholders an opportunity to refer any dispute to an Independent Price Expert.

What are the regulated Charges?

Importantly, the price dispute process under the Undertaking does not apply to every tariff or charge levied by AAT at its Terminals. There are three important limitations placed on the scope of the Undertaking in this regard.

(a) First, some types of cargo are not covered by the Undertaking

The Undertaking applies only to automotive and RoRo cargos, general cargo and break bulk cargo (such as steel, machinery and project cargoes).

However, it does not apply to containerised or bulk cargos (clause 2.4(c)). This means that tariffs or charges levied in relation to these types of cargo are not subject to the price dispute process.

(b) Charges must be levied on a "Service Provider"

First, because of the competition concern described above, the Undertaking is designed only to regulate tariffs levied by AAT on service providers who operate in downstream markets where Qube also competes, such as stevedoring or PDI operations (through its stake in PrixCar). The Undertaking therefore only regulates fees or charges payable by a Service Provider for Access Services.

The term Service Provider is defined in the Undertaking and means any stevedore, PDI operator, mooring services provider or any other user or Applicant which operates at a Terminal, or which intends to operate at a Terminal, in competition with Qube.

This means that where charges are levied directly on consignees or shipping lines are not subject to the price dispute process.

(c) *A tariff or charge must be 'compulsory'*

Finally, the Undertaking is not designed to regulate tariffs or charges levied at an AAT terminal where a user has a competitive alternative for the relevant service (see the definition of Charge in clause 22 of the Undertaking)

This ensures that the regulated pricing does not act to prevent AAT from being able to compete with alternative service providers offering an equivalent service (e.g. standard storage and vehicle washing services).

Principles that apply under the Undertaking to the determination of regulated Charges

You are able to refer a dispute to the Independent Price Expert about either:

- (a) a proposed Change to a Charge; or
- (b) a proposed designation by AAT of a new fee, charge, tariff or duty (howsoever described) as not a Charge that is the subject of the Undertaking.

A *Change* to a Charge means:

- a new Charge that AAT proposes to introduce;
- an increase to an existing Charge; or
- a variation to the methodology used to levy, calculate or apply a Charge.

In determining whether a Change to a Charge is reasonable and appropriate, the Independent Price Expert must apply certain principles outlined in Clauses 3.4 and 3.5 of Schedule 5 of the Undertaking.

Charges should:

- be set so as to generate expected revenue for Access Services that is at least sufficient to meet the efficient costs of providing those Access Services; and
- include a reasonable rate of return on the amount of funds invested commensurate with the commercial risks involved.

A range of other specific principles are also relevant, set out in clause 3.4 of Schedule 5.

Clearer distinction between Charges and Other Tariffs

In response to feedback from stakeholders and the ACCC around the need for more certainty in which charges are regulated, we have amended each terminal Tariff Schedule to include a column that sets out whether each type of tariff has been designated as a Charge (and is regulated by the Undertaking) or a tariff (i.e., not a Charge and is therefore unregulated). Regulated Charges have "C" in this column and other tariffs have an "OT".

As outlined above, parties can challenge any of these proposed designations in accordance with Schedule 5 of the Undertaking, if they believe that AAT has wrongly designated a tariff as not regulated.

The three primary types of Charges remain the following:

- *Facility Access Charge (FAC)*, which is charged to stevedores for the access to, and use of, the Terminal and its infrastructure when delivering and collecting cargo. The only type of FAC that is not regulated is the FAC applicable to ISO Containers and bulk cargoes (because containers and bulk cargoes are types of cargo not regulated by the Undertaking).
- *Stevedoring Access Charge (SAC)*, which is charged to stevedores for handling and processing cargo through a Terminal. Similar to the FAC, all SAC charges are regulated except for those applicable to handling of ISO Containers.
- *Receival & Delivery Charge (R&D)*, which is a fee for processing cargo as it enters and exits the Terminal. Whether the R&D is a Charge or tariff is depending on (i) the commodity type and (ii) who it is charged to, as the R&D is charged to stevedores, shipping lines, shippers, transport operators or consignees.

The Vehicle Booking System (**VBS**) Charges that had previously been applied at MIRRAT are also Charges that are regulated, although the VBS is no longer in operation at Webb Dock West (and there is no VBS at the other Terminals) so this is no longer relevant. There are a small number of other incidental Charges as shown on the Tariff Schedule, such as the RoRo Loading Assistance Fee.

Development of a cost model for the future pricing of Access Services

As part of improving the rigour and long-term transparency around proposed Charges, AAT has developed a detailed cost model that supports its Charges as set out in the proposed Tariff Schedule.

The cost model has been developed by Incenta Economic Consulting and applies conventional regulatory principles and in accordance with the principles specified in Schedule 5. An overview of the approach and principles is set out in Figure 1 below.

Where applicable, the model adopts the approach applied by the ACCC and the Australian Energy Regulator, in their rate of return guidance.

Step 1. Cost allocation

AAT has undertaken a detailed, line by line allocation of costs between its Access Services and other services.

The following costs have been allocated to Access Services:

- (a) costs which are directly attributable to the provision of those services;
- (b) costs which are not directly attributable to the provision of those services but which are incurred in providing those services, in which case such costs are allocated by applying a causal allocation method (or a proxy general allocator where a causal allocator cannot be determined for a particular cost item).

Costs are then further allocated between different types of Access Service (for example, as between SAC, FAC and R&D) applying the same principles. By way of example:

- the FAC is charged to cover the cost of access to and use of the terminal by cargo in the yard after they are discharged from a vessel and throughout the 3-day free storage period. A higher proportion of total lease and premises costs have therefore been allocated for recovery through the FAC;
- the R&D charges are associated with managing entry and exit from the Terminal and associated handling of vehicles or other cargo. This can typically involve more variable operating costs, and equipment and so a greater share of the capital cost of this equipment has been allocated for recovery through the R&D Charges.

Step 2. Determining a revenue requirement for each Access Service.

The revenue requirement for each Access Service has determined using a conventional 'building block' method. For the purposes of the building block calculations:

- (a) Physical assets have been valued at their depreciated actual cost.
- (b) Lease assets have been valued by applying a conventional Right of Use (**ROU**) approach in line with accounting standards and regulatory precedent.
- (c) The required rate of return on assets has been calculated as a weighted average cost of capital, applying standard regulatory assumptions (including the capital asset pricing model for the return on equity, a market risk premium in line with the latest Rate of Return Instrument published by the Australian Energy Regulator (**AER RORI**), and a return on debt reflecting observed corporate bond yields).
- (d) An annuity-based depreciation profile has been chosen with a view smoothing price changes over time. This involves deferring recovery of some depreciation to later in the life of AAT's assets (effectively reducing Charges in the immediate term).
- (e) The cost of corporate income tax has been calculated applying a standard regulatory method, including a deduction for the value of imputation credits in line with the AER RORI.
- (f) Operating expenses have been forecast by AAT based on historical expenditure and expected cost escalation over the forecast period.

Step 3 Converting revenue requirements to Charges.

The building block revenue requirements are converted to Charges based on a forecast of volumes for each Access Service for the 2026-27 year.

Initially, AAT has adopted a conservative approach to volume forecasts and has assumed flat 2% volume growth rate over 2026-27 – which is a higher growth rate than current FCAI forecasts for this period, effectively reducing tariffs.

Changes to Charges (clause 2.3(a))

Increases to the FAC and R&D Charges

Applying the outputs of the cost model described above, AAT has identified that the current FAC and R&D Charges do not recover sufficient revenue to cover the cost of supplying these Access Services and so increases are proposed to both the FAC and R&D Charges, as set out in the Attachment.

While some of these increases are large, this reflects a single 'step change' to ensure historical under-recovery is rectified and a more predictable and stable revenue model has been put in place for regulated Charges moving forward.

The SAC currently recovers sufficient revenue to cover the costs of the service and so is proposed to be increased by CPI only for 2026-27.

Introduction of an R&D Charge for wheeled and tracked vehicles

The proposed Tariff Schedule incorporates a new form of R&D Charge applicable to wheeled and tracked vehicles.

Historically, the R&D Charge has been applied to a limited number of cargo types, such as ISO Containers, General Cargo and heavy or project cargos, but was not levied on automotive cargo.

As set out in the definition of the R&D Charge (on page 5 above), the R&D Charge is intended to recover costs associated with the handling and processing required to facilitate entry and exit of cargo from a terminal, including wheeled and tracked vehicles. As such, in order to ensure that the costs associated with this Charge are equitably shared across different cargo types and consignees, an additional tariff type for R&D Charge has been introduced and is applicable per unit.

New tariffs which AAT identifies as not being a Charge (clause 2.3(b))

New Export Handling Fee at Webb Dock West

The Export Handling Fee is the only new tariff AAT proposes to introduce. The export handling fee is a service fee for preparing and handling export cargo. This fee is proposed to be levied on consignee or shippers prior to delivery or receipt of export cargo(s).

Because it is levied on consignees (and not on stevedores or transport operators), AAT does not consider it to be a regulated Charge and so it has been designated in the Tariff Schedule as an Other Tariff.

AAT introduced an export vehicle handling fee at its Port Kembla and Fisherman Island terminals on 1 July 2023 and proposes to introduce the same fee in relation to Webb Dock West. Webb Dock West historically did not charge R&D for used vehicles for export despite it being a more difficult, costly and time consuming to process than import vehicles. Rather than continue to cross-subsidise between export and import vehicles, AAT considers that it is more efficient to introduce a separate fee in relation to export vehicles.

For completeness, AAT notes that there is a separate fee for imported second hand vehicles so this also ensures an even-handed approach between import and export vehicles.

Other Tariffs (i.e. tariffs that are not Charges)

Designation of Other Tariffs

The reasons for designating Other Tariffs in the Webb Dock West Tariff Schedule are set out in the table below.

Other Tariff type	Reasoning
All tariffs associated with ISO Containers	These are not regulated due to containers not being subject to the Undertaking.
R&D administration charge	This charge is levied directly on to the shipping line, shipper or consignee and so is not a charge paid by a Service Provider.
Wharf Storage Fees	<p>These are charged by AAT for storage of undelivered cargo left at a Terminal beyond the specified free period (being three working days). This tariff is principally levied directly on cargo owners. However, even when it is at times be levied on transport operators (who are Service Providers in the Undertaking), this service is not compulsory and there are a variety of competitive substitutes for on-port storage.</p> <p>At each of AAT's Terminals, there are PDI operators with land adjoining the terminal and/or warehouses within a reasonable proximity to the terminal who have capacity to store a significant number of vehicles for short- or long-term periods. Some OEMs also have their own storage facilities within a reasonable proximity to terminals so can readily avoid this charge.</p> <p>The imposition of a wharf storage fee is also to discourage terminal users from prolonged storage of vehicles at the terminal, which can cause yard congestion and impede the ability for incoming vessels to discharge new cargo.</p>
Quarantine Service Fees (including washing and other quarantine services)	<p>These tariffs are charged for the inspection and treatment of cargo to ensure compliance with local government biosecurity and quarantine regulations.</p> <p>These fees are designated as Other Tariffs on the basis that they are not levied on a Service Provider (rather on consignees or agents). Cleaning is also not a compulsory charge given the alternatives that are available to an OEM, including providing for cleaning at the point of origin before shipping.</p> <p>AAT notes that the surge in quarantine service requirements across Australian RoRo terminals occurred during the COVID-19 period, following prolonged storage of vehicle on fields overseas resulting in seed contamination. Since that time, the demand for quarantine services and the application of quarantine service fees have significantly declined. Importantly, these fees are designed to encourage responsible behaviour by terminal users, ensuring that any cargo brought into Australia complies with biosecurity standards and does not pose a significant risk.</p>
Multi Forklift Handling Charge	This tariff is applied where standard handling equipment is insufficient and multiple forklifts are required to handle cargo. This charge is levied directly on shippers or consignees, which are not Service Providers.

Crane Fees	Similarly, crane fees are charged for handling cargo with AAT's gantry crane. This is typically for cargo that is too heavy, oversized or otherwise unsuitable for standard forklift handling. Similar to the Multi Forklift Handling Charge, this fee is levied on shippers or consignees and is therefore unregulated.
Service Fees	<p>There are a range of ancillary service charges applicable for additional operational, administrative, or support services provided by AAT to facilitate cargo handling and management. This includes fresh water supply, jump start service, electric vehicle charging, security, cargo staging etc.</p> <p>The majority of these tariffs are levied directly on consignees and so are unregulated.</p> <p>There are a small number of these fee types that are levied on transport operators and, where this is the case and no competitive alternative exists, AAT has designated them as a regulated Charge.</p>

Other Tariffs

Other Tariffs not regulated by the pricing principles in Schedule 5 of the Undertaking, have increased by CPI in the 2026-27 Tariff Schedule.

This is consistent with the principle at clause 3.4(b)(vii) of Schedule 5.

Other changes to the Tariff Schedule

In addition to the various Changes discussed above, AAT has made several other amendments to the Tariff Schedule to simplify its approach to levying tariffs and standardise its approach across its terminals.

Some additional notes and explanations have also been included to improve clarity particularly in relation to issues that have historically been the source of customer disputes or complaints.

The substantive changes that have been made are:

- At Webb Dock West, the number of free storage days has changed from 4 calendar days to 3 business days, to align with the approach at the other AAT Terminals. After this period, wharf storage fees apply per the Tariff Schedule.
- Following a concern raised by a user during 2025, the position in relation to wharf storage fees at Webb Dock West has also been clarified for vehicles retained for quarantine cleaning. Consistent with current practice, vehicles that are held for standard washing associated with quarantine will not be charged wharf storage fees. However, vehicles that are held in order to undertake other quarantine service treatments (e.g, fumigation, salt ringing, insecticide flushing and wet downs) and all other cargo types (except cars but inclusive of Quarantine held cargo), will be subject to wharf storage fees for any period beyond the standard free storage period.
- The following tariff types have been removed because they were redundant. In cases where they are used only rarely, they will be charged as general cargo.

Terminal	Tariff Removed	Why?
Port Kembla Appleton Fisherman Island	Timber Jumbo Packs (FAC, SAC, R&D, Storage)	This cargo is no longer handled at these terminals. It has been proposed that this would be treated as 'general cargo' in the event that an export supply chain returned at any stage in the future.
Port Kembla Appleton	Passenger Vessels (FAC)	AAT terminals are not cruise ship terminals. This line item is not required.

AAT Terms and Conditions

In parallel with the development of a more robust and transparent pricing approach, AAT has also undertaken a full review of its standard terms and conditions. These have been consolidated and updated to better reflect the operations of the Terminal and to ensure a common set of conditions apply across all types of users.

A copy of the new AAT Terms and Conditions is set out in Attachment 3. These will take effect from 1 July 2026.

The AAT Terms and Conditions have been published at the same time as the proposed Tariff Schedule to enable both pricing and other terms to be modernised and updated together from 1 July 2026. However, for clarity, dispute processes under the Undertaking do not apply to the commercial terms set out in the AAT Terms and Conditions, unless those terms involve non-compliance with the Undertaking.

What to do if you wish to raise a Price Dispute? (clause 2.3(e)-(f))

The Undertaking allows a Dispute Applicant to raise a dispute (in accordance with Clause 3 of Schedule 5 of the Undertaking) about the Terminal Operator's:

- proposed Change to a Charge; or
- proposed introduction of any new fee, charge, tariff or duty (howsoever described) that has not been designated as a Charge.

In order to bring a dispute, the applicant needs to be a person with a genuine direct or indirect economic interest to the disputed Charge or new tariff. This means that they do not necessarily need to be the person who is directly charged a tariff, provided that they can demonstrate that they have an economic interest in the charge. For example, if a Charge is routinely passed on to a consignee by a shipping line, then the consignee would have a sufficient interest to raise a dispute in relation to a change to that Charge.

To raise a Price Dispute, the Dispute Applicant must provide an Objection Notice to the Independent Price Expert, AAT and the ACCC by **no later than 24 March 2026** outlining:

- the relevant Charge(s) or new tariff(s) in respect of which the dispute is raised;

- the genuine economic interest that the Dispute Applicant claims to hold in respect of the new tariff or Charge; and
- the reasons for objecting to the proposed Change or new tariff. These can include:
 - whether it has been characterised correctly (i.e., that the new fee, charge, tariff or duty (howsoever described) is actually a Charge);
 - any changes to the way an existing Charge is levied, calculated or applied; and/or
 - how much an existing Charge has been increased by.

The Independent Price Expert must provide a copy of their determination and supporting reasons to AAT, the applicant and the ACCC by 31 May 2026 (subject to any confidentiality claims).² The Independent Price Expert's decision is final and binding and will subsequently be published on AAT's website.

The cost of the Independent Price Expert's determination will be shared equally between AAT and the applicant unless the Independent Price Expert determines, or the parties agree, otherwise.

The Independent Price Expert's details are as follows:

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² There are grounds for the Independent Price Expert, acting reasonably, to seek an extension of time to make his determination, provided it is not later than 15 June 2026.

Attachment 1 – Changes proposed to Charges for 2026-27

Port Kembla

Charge type	Unit of Measure	2025-26	2026-27
Facility Access Charge			
General Cargo	per revenue tonne	\$ 4.65	\$ 5.21
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per revenue tonne	\$ 3.42	\$ 3.84
Wheeled & Tracked Vehicles loaded/discharged from LoLo vessels	per revenue tonne	\$ 4.65	\$ 5.21
General Cargo on MAFI	per revenue tonne	\$4.65	\$5.21
Boats to or from water		\$ 3.42	\$3.84
on trailers (loaded/discharged)	per revenue tonne	\$ 3.42	\$3.84
on cradles (loaded/discharged)		\$ 4.65	\$5.21
Stevedore Access Charge			
General Cargo	per revenue tonne	\$ 3.41	\$ 3.54
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit	\$ 12.62	\$ 13.09
Wheeled & Tracked Vehicles loaded/discharged from LoLo vessels	per unit	\$ 12.62	\$ 13.09
General Cargo on MAFI	per MAFI	\$ 31.49	\$ 32.68
Receival and Delivery Charge			
General Cargo	per revenue tonne	\$ 5.01	\$ 9.86
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit		\$4.30
Any Vessel Direct to/from truck deliveries	per revenue tonne	\$ 2.50	\$ 4.93
General Cargo on MAFI	per revenue tonne	\$5.01	\$ 9.86
Boats to or from water		\$ -	\$ -
on trailers (loaded/discharged)	per unit	\$ -	\$ 4.30
on cradles (loaded/discharged)	per revenue tonne	\$ 5.01	\$ 9.86
Late Receival Gate Passes			
General cargo/RoRo cargo	per instance or load	\$ 154.57	\$ 304.29
Cars	per car	\$ 29.72	\$ 58.51

Services Fees			
Side Gate Security	per hour (min charge of 4 hours applies)	\$ 74.40	\$ 77.20
Stevedoring Establishment Fee	per new stevedore prior to commencement of operations	\$ 61,692.42	\$ 64,012.78

Fisherman Islands

Charge type	Unit of Measure	2025-26	2026-27
Facility Access Charge			
General Cargo	per revenue tonne	\$ 12.57	\$ 16.23
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per revenue tonne	\$ 3.74	\$ 4.83
Wheeled & Tracked Vehicles loaded/discharged from LoLo vessels	per revenue tonne	\$ 12.57	\$ 16.23
General Cargo on MAFI	per revenue tonne	\$ 12.57	\$ 16.23
Boats to or from water		\$ 3.74	\$ 4.83
on trailers (loaded/discharged)	per revenue tonne	\$ 3.74	\$ 4.83
on cradles (loaded/discharged)		\$ 12.57	\$ 16.23
Stevedore Access Charge			
General Cargo	per revenue tonne	\$ 3.93	\$ 4.07
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit	\$ 13.53	\$ 14.04
Wheeled & Tracked Vehicles loaded/discharged from LoLo vessels	per unit	\$ 13.53	\$ 14.04
General Cargo on MAFI	per MAFI	\$ 38.34	\$ 39.78
Boats to or from water		\$ -	\$ -
on trailers (loaded/discharged)	per unit	\$ 13.53	\$ 14.04
on cradles (loaded/discharged)	per revenue tonne	\$ 3.93	\$ 4.07
Receival and Delivery Charge			
General Cargo	per revenue tonne	\$ 7.43	\$ 10.00

Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit	-	\$ 7.24
Any Vessel Direct to/from truck deliveries (Approved by AAT) *	per revenue tonne	\$ 3.71	\$ 5.00
General Cargo on MAFI	per revenue tonne	\$ 7.43	\$ 10.00
Boats to or from water		\$ -	\$ -
on trailers (loaded/discharged)	per unit	\$ -	\$ 7.24
on cradles (loaded/discharged)	per revenue tonne	\$ 7.43	\$ 10.00
Late Reveal Gate Passes			
General cargo/RoRo cargo	per instance or load	\$ 158.16	\$ 213.02
Cars	per car	\$ 30.41	\$ 40.96
Services Fees			
Stevedoring Establishment Fee	Per new stevedore prior to commencement of operations	\$ 61,692.42	\$ 64,012.78

Appleton Dock

Charge type	Unit of Measure	2025-26	2026-27
Facility Access Charge			
Steel Cargo	per revenue tonne	\$ 21.76	\$ 31.36
General Cargo	per revenue tonne	\$ 16.74	\$ 24.13
Boats to or from water		\$ 6.04	\$ 8.70
on trailers (loaded/discharged)	per revenue tonne	\$ 5.92	\$ 8.53
on cradles (loaded/discharged)		\$ 15.89	\$ 22.89
Stevedore Access Charge			
General Cargo	per revenue tonne	\$ 3.54	\$ 3.67
Boats to or from water		\$ -	\$ -
on trailers (loaded/discharged)	per revenue tonne	\$ 13.00	\$ 13.49
on cradles (loaded/discharged)		\$ 3.54	\$ 3.67
Reveal and Delivery Charge			
General Cargo	per revenue tonne	\$ 9.16	\$ 9.78

Any Vessel Direct to/from truck deliveries	per revenue tonne	\$4.58	\$ 4.89
Boats to or from water		\$ -	\$ -
on trailers (loaded/discharged)		\$ -	\$ -
on cradles (loaded/discharged)	per revenue tonne	\$ 7.55	\$ 9.78
Twin Lift Surcharge	per revenue tonne	\$ 7.33	\$ 7.82
Late Reveal Gate Passes	per instance or load	\$ 173.56	\$ 185.28
Service Fees			
Stevedoring Establishment Fee	Per new stevedore prior to commencement of operations	\$ 61,692.42	\$ 64,012.78

Webb Dock West

Charge type	Unit of Measure	2025-26	2026-27
Facility Access Charge			
General Cargo	per revenue tonne	\$ 8.28	\$ 13.20
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per revenue tonne	\$ 3.97	\$ 6.33
Boats to or from water		\$ 3.97	\$ 6.33
on trailers (loaded/discharged)	per revenue tonne	\$ 3.97	\$ 6.33
on cradles (loaded/discharged)		\$ 8.28	\$ 13.20
Dangerous Goods (class 2-5 & 8-9) ***	per unit	\$ 250.79	\$ 399.66
Dangerous Goods (class 1, 6 & 7) ***	per unit	\$ 627.00	\$ 999.19
Stevedore Access Charge			
General Cargo	per revenue tonne	\$ 4.28	\$ 4.44
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit	\$ 14.55	\$ 15.10
General Cargo on MAFI	per MAFI	\$ 45.04	\$ 46.73
Reveal and Delivery Charge			
General Cargo	per revenue tonne	\$ 6.13	\$ 7.99
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit	-	\$ 3.65

Nesting Bolsters / Roll-trailers	per next	\$ 273.97	\$ 357.10
Late Receival Fee	Per unit	\$ 67.93	\$ 88.54
Service Fees			
Non -Agreement Holder Access Fee	per visit	\$ 116.94	\$ 121.34
RoRo Loading Assistance	per hour	\$ 179.11	\$ 185.85

Attachment 2 – Proposed 2026-27 Tariff Schedule – all Terminals

Attachment 3 AAT Terms and Conditions



Australian Amalgamated Terminals Pty. Limited
Fisherman Islands Cargo Terminal
Berths 1 to 3
Port of Brisbane
Tariff Schedule
For Cargoes Other than ISO Containers

CONTENTS

Schedule 1	FACILITY ACCESS CHARGE	3
Schedule 2	STEVEDORING ACCESS CHARGE	3
Schedule 3	RECEIVAL & DELIVERY CHARGE	4
Schedule 4	MAFI NEST CHARGE	4
Schedule 5	QUARANTINE SERVICES FEES	5
Schedule 6	WHARF STORAGE FEES	5
Schedule 7	SERVICES FEES	6
Schedule 8	VESSEL LAY UP FEES	6

All rates contained herein are exclusive of Goods and Services Tax and denominated in Australian Dollars

Effective Date: 1 July 2026

The following tariff schedule is applicable at operations carried out at Fisherman Islands Terminal operated by Australian Amalgamated Terminals Pty Limited.

The schedule is due to be reviewed on or before 1 July 2027.

Version Control

Vers No.	Details	Effective Date
1.0	Original Notice of Tariffs effective 1 July 2026	1 July 2026



Definitions:

Project Cargo is defined as bulky or heavy items of cargo that require specific equipment, planning and expertise to discharge from or load onto a vessel or Transport Vehicle. Project Cargo includes but is not limited to windfarm blades, other windmill componentry and tunnel boring machines.

LoLo (Lift On/Lift Off). Type of vessel where cargo is loaded and unloaded using cranes (either the ships own cranes or terminal cranes).

RoRo (Roll on/Roll Off). Type of vessel where cargo is loaded and unloaded via the ship's ramp. In these instances, cargo is generally wheeled or tracked. Automotive and RoRo Cargo means cargo that is cars or that is wheeled or tracked, self propelled or towed units that are not cars. This includes but is not limited to Buses, Trucks, Mobile Homes, Motorcycles, Mining and Agricultural Machinery, Trailers and Caravans. RoRo Cargo which are not cars are charged on a revenue tonne basis (see Schedule 6).

Note:

Where capitalised terms are used in this Tariff Schedule, but are not otherwise defined, they have the meaning given to those terms in the AAT Terms and Conditions.

Charge has the meaning given to that term in the AAT Undertaking.

Other Tariff means any fee, charge, tariff or duty levied by AAT that is not a Charge.

Revenue Tonnes means the greater of the metric tonnes or the cubic metres of the cargo, based on the cargoes maximum dimensions (width at widest point, multiplied by length at the longest point, multiplied by height at the highest point).

Minimum Surcharge: AAT's minimum charge in a 24hrs period for a working vessel alongside is the Vessel Layup Rate (see Schedule 8). Slow or unproductive vessels will be charged a surcharge if the combined total of the cargoes FAC and SAC worked in that 24hrs period are not greater than the Vessel Layup Rate.

All Battery Energy Storage Systems (BESS) units will be treated as General Cargo under this tariff schedule, irrespective of if the units arrive in containerised form.



Schedule 1 FACILITY ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 16.23
Wheeled & Tracked Vehicles * loaded/discharged from RoRo vessels	per revenue tonne		C	\$ 4.83
Wheeled & Tracked Vehicles * loaded/discharged from LoLo vessels	per revenue tonne		C	\$ 16.23
General Cargo on MAFI	per revenue tonne		C	\$ 16.23
Boats to or from water on trailers (loaded/discharged) on cradles (loaded/discharged)	per revenue tonne		C	\$ 4.83
			C	\$ 4.83
			C	\$ 16.23
Bulk Cargo	per revenue tonne		OT	POA
Heavy Lifts/Project Cargoes direct delivery to/from road transport under hook		OT	POA	

* Wheeled & Tracked Vehicles rates include all self-propelled and towable units, towable units must have approved towage fittings.

The basis of the FAC rates includes three (3) Business Days free storage time for export cargoes prior to the time of scheduled departure and three (3) Business Days free storage time for import cargoes following arrival at the Terminal. Storage fees (per Schedule 6) will apply to export cargoes received before and import cargoes that remain after these storage free periods, unless otherwise agreed in writing with AAT.

FAC Charge on General Cargo, Wheeled & Tracked Vehicles loaded/unloaded from LoLo vessels, and Boats on cradles includes AAT crane hire for lifts up to 90 tonnes. Crane lifts over 90 tonne and dual lifts will be a POA

Schedule 2 STEVEDORING ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 4.07
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit		C	\$ 14.04
Wheeled & Tracked Vehicles loaded/discharged from LoLo vessels	per unit		C	\$ 14.04
General Cargo on MAFI	per MAFI		C	\$ 39.78
Boats to or from water (by ships gear) on trailers (loaded/discharged) on cradles (loaded/discharged)	per unit per revenue tonne		C	\$ -
			C	\$ 14.04
			C	\$ 4.07
Bulk Cargo	per revenue tonne		OT	POA
Heavy Lifts/Project Cargoes direct delivery to/from road transport under hook		OT	POA	



Schedule 3 RECEIVAL & DELIVERY CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo**	per revenue tonne	Stevedore	C	\$ 10.00
Wheeled & Tracked Vehicles * loaded/discharged from RoRo vessels	per unit		C	\$ 7.24
Any Vessel Direct to/from truck deliveries (Approved by AAT) *	per revenue tonne		C	\$ 5.00
General Cargo on MAFI	per revenue tonne	Stevedore	C	\$ 10.00
Boats to or from water (by ships gear) on trailers (loaded/discharged) on cradles (loaded/discharged)	-	Stevedore	C	\$ -
	per unit			\$ 7.24
	per revenue tonne			\$ 10.00
R&D Crane Lifts		Consignee	OT	POA
Heavy Lifts/Project Cargoes		Stevedore or Consignee	OT	POA
Late Receival Gate Passes General cargo/RoRo cargo Cars	per instance or load	Transport Operator or Consignee	C	\$ 213.02
	per car			\$ 40.96
Administration Charge For Amendments to Incorrect ERA (Export)/PRA (Pre Receival) Advice Information Includes: <ul style="list-style-type: none"> • Incorrect weight • Change in Port of Discharge • Change in Operator Codes • Incorrect ISO Code • Change in Customer Requirements • Incorrect container number • Change ID/VIN number 	Per Instance	Shipping line or consignee	OT	\$91.48

* Any vessel direct to/from truck deliveries not approved by AAT will incur 100% Receival & Delivery charge at General Cargo rates.

** Any wheeled and tracked vehicles loaded/discharged from LoLo vessels will be charged at General Cargo rate.

Schedule 4 MAFI NEST CHARGE

Type of MAFI	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
MAFI Nest	Per nest	Stevedore	OT	\$ 408.46



Schedule 5 QUARANTINE SERVICES FEES

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Used Cars				
External Clean	per unit	Consignee	OT	\$ 155.58
Internal Clean	per unit			\$ 93.77
Other				
Yard Move	per move			\$ 83.88
Yard Jump Starts	per start			\$ 155.49
Other Quarantine related services (Hoist or in situ)*				POA

* Other Quarantine related services refers to all services required for quarantine clearance, including standard quarantine cleaning & de-seeding, panel removal, cleaning on hoist, fumigation, salt ringing, insecticide flushing, wet downs and any other quarantine services as required.

Schedule 6 WHARF STORAGE FEES

Unless otherwise agreed in writing with AAT, the following storage fees are payable on all cargo (including all Quarantine and Customs held cargo) stored at the Terminal for any period outside the free storage periods referred to in Schedule 1. Payment of any storage fees is payable prior to the release of cargo.

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo (including RoRo cargo)		Consignee	OT	
Day 1 to 3 of storage	per revenue tonne per day			\$ 7.75
Day 4 to 6 of storage	per revenue tonne per day			\$ 10.38
After Day 6 of storage	per revenue tonne per day			\$ 12.88
Consolidation Fee	per revenue tonne per day			POA
New Cars up to 20m³* #				
Day 1 to 3 of storage	per unit per day			\$ 37.38
Day 4 onwards	per unit per day			\$ 60.87
New Cars in excess of 20m³* #				
Day 1 to 3 of storage	per unit per day			\$ 85.29
Day 4 onwards	per unit per day			\$ 147.10
Second Hand Cars #				
Day 1 to 3 of storage	per unit per day	\$ 85.29		
Day 4 onwards	per unit per day	\$ 147.10		

* For all new cars, all wheeled and tracked machinery Saturday will be considered a Business Day and Sunday will be a free storage day if it falls inside of the 3 free day availability.

Yard Move fee (refer Schedule 5) may be charged if cargo on storage is required to be moved or consolidated for efficient terminal operations.

Schedule 7 SERVICES FEES

ITEM	Service	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Fresh Water	Supply	Per kilolitre	Shipping line or agent	OT	\$ 8.18
	Service Fee	Per instance		OT	\$ 324.04
Second Hand Cars	Handling Fee To be paid by Beneficial Cargo Interest (consignee) prior to delivery or receipt of the car(s).	Per Import car	Consignee	OT	\$ 123.44
Export Fee	Handling Fee To be paid by Beneficial Cargo Interest (consignor) prior to delivery or receipt of cargo(s).	Per car, wheeled or tracked unit	Consignor	OT	\$ 123.44
Stevedoring Establishment Fee	For establishment of facilities and services for any new stevedoring entity proposing to work at Terminal	Per new stevedore prior to commencement of operations	Stevedore	C	\$ 64,012.78

Schedule 8 VESSEL LAY UP FEES

TYPE OF LAY UP	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Vessel Lay Up Vessel occupying a berth otherwise than for the purpose of cargo operations, in accordance with permission granted by AAT (refer to clause 5.7 of the Standard Terms and Conditions, set out in full below and at https://www.aaterminals.com.au/terms-conditions-2/)	Per calendar day or part thereof	Shipping line or agent	OT	\$ 7,074.70
Unauthorised Occupation Vessel remains on the berth after a direction to vacate (refer to clause 5.7 of the Standard Terms and Conditions, set out in full below and at https://www.aaterminals.com.au/terms-conditions-2/)	Per calendar day or part thereof	Owner, operator and vessel	OT	\$ 26,175.46

Note:

Vessel Lay Up Fees may be levied (at AAT's discretion, acting reasonably) on a vessel loading or discharging Project Cargo (as defined in this document) in the following circumstances:

- where an area adjacent to the designated berth of the incoming vessel is being prepared for the cargo exchange preventing its use by other vessels to load or discharge cargo and/or,
- during non-working periods while vessel is at berth.



Australian Amalgamated Terminals Pty. Limited
Port Kembla Cargo Terminal

Berths 103,105,106,107

Port Kembla

Tariff Schedule

CONTENTS

Schedule 1	FACILITY ACCESS CHARGE.....	2
Schedule 2	STEVEDORING ACCESS CHARGE.....	3
Schedule 3	RECEIVAL & DELIVERY CHARGE.....	4
Schedule 4	MAFI PACK/UNPACK CHARGE.....	4
Schedule 5	QUARANTINE SERVICES FEES.....	5
Schedule 6	WHARF STORAGE FEES.....	5
Schedule 7	SERVICES FEES.....	7
Schedule 8	VESSEL LAY UP FEES.....	7

All rates contained herein are exclusive of Goods and Services Tax and denominated in Australian Dollars.

Effective Date: 1 July 2026

The following tariff schedule is applicable at operations carried out at Port Kembla Cargo Terminal operated by Australian Amalgamated Terminals Pty Limited.

The schedule is due to be reviewed on or before 1 July 2027.

Version Control

Vers No.	Details	Effective Date
1.0	Original Notice of Tariffs effective 1 July 2026	1 July 2026



Cargo Definitions:

Project Cargo is defined as bulky or heavy items of cargo that require specific equipment, planning and expertise to discharge from or load onto a vessel or Transport Vehicle. Project Cargo includes but is not limited to windfarm blades, other windmill componentry and tunnel boring machines.

LoLo (Lift On/Lift Off). Type of vessel where cargo is loaded and unloaded using cranes (either the ships own cranes or terminal cranes).

RoRo (Roll on/Roll Off). Type of vessel where cargo is loaded and unloaded via the ship's ramp. In these instances, cargo is generally wheeled or tracked. RoRo Cargo can include self-propelled or towed units that are not cars. This includes but is not limited to Buses, Trucks, Mobile Homes, Motorcycles, Mining and Agricultural Machinery, Trailers and Caravans. RoRo Cargo which are not cars are charged on a revenue tonne basis (see Schedule 6).

Note:

Where capitalised terms are used in this Tariff Schedule, but are not otherwise defined, they have the meaning given to those terms in the AAT Terms and Conditions.

Charge has the meaning given to that term in the AAT Undertaking.

Other Tariff means any fee, charge, tariff or duty levied by AAT that is not a Charge.

Revenue Tonnes means the greater of the metric tonnes or the cubic metres of the cargo, based on the cargoes maximum dimensions (width at widest point, multiplied by length at the longest point, multiplied by height at the highest point).

Minimum Surcharge: AAT's minimum charge in a 24hrs period for a working vessel alongside is the Vessel Layup Rate (see Schedule 8). Slow or unproductive vessels will be charged a surcharge if the combined total of the cargoes FAC and SAC worked in that 24hrs period are not greater than the Vessel Layup Rate.

All Battery Energy Storage Systems (BESS) units will be treated as General Cargo under this tariff schedule, irrespective of if the units arrive in containerised form.



Schedule 1 FACILITY ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 5.21
ISO Containers	per TEU		OT	\$ 69.72
Wheeled & Tracked Vehicles * loaded/discharged from RoRo vessels	per revenue tonne		C	\$ 3.84
Wheeled & Tracked Vehicles * loaded/discharged from LoLo vessels	per revenue tonne		C	\$ 5.21
General Cargo on MAFI	per revenue tonne		C	\$ 5.21
Boats to or from water on trailers (loaded/discharged) on cradles (loaded/discharged)	per revenue tonne		C	\$ 3.84 \$ 3.84 \$ 5.21
Bulk Cargo	per revenue tonne		OT	POA
Heavy Lifts/Project Cargoes direct delivery to/from road transport under hook			OT	POA

* Wheeled & Tracked Vehicles rates include all self-propelled and towable units, towable units must have approved towage fittings.

The basis of the FAC rates includes three (3) Business Days free storage time for export cargoes prior to the time of scheduled departure and three (3) Business Days free storage time for import cargoes following arrival at the Terminal. Storage fees (per Schedule 6) will apply to export cargoes received before and import cargoes that remain after these storage free periods, unless otherwise agreed in writing with AAT.

Schedule 2 STEVEDORING ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 3.54
ISO Containers	per unit		OT	\$ 32.68
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit		C	\$ 13.09
Wheeled & Tracked Vehicles loaded/discharged from LoLo vessels	per unit		C	\$ 13.09
General Cargo on MAFI	per MAFI		C	\$ 32.68
Bulk Cargo	per revenue tonne		OT	POA
Heavy Lifts/Project Cargoes direct delivery to/from road transport underhook			OT	POA



Schedule 3 RECEIVAL & DELIVERY CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 9.86
Wheeled & Tracked Vehicles * loaded/discharged from RoRo vessels	per unit		C	\$4.30
ISO Containers	per unit		OT	\$ 71.17
Any Vessel Direct to/from truck deliveries (Approved by AAT) *	per revenue tonne		C	\$ 4.93
General Cargo on MAFI	per revenue tonne		C	\$ 9.86
Boats to or from water (by ships gear) on trailers (loaded/discharged) on cradles (loaded/discharged)	per revenue tonne per unit per revenue tonne		C	\$ - \$ 4.30 \$ 9.86
Heavy Lifts/Project Cargoes		Stevedore or Consignee	OT	POA
R&D Crane Lifts		Consignee	OT	POA
Late Receival Gate Passes General cargo/RoRo cargo Cars	per instance or load per car	Transport Operator or Consignee	C	\$ 304.29 \$ 58.51
Administration Charge For Amendments to Incorrect ERA (Export)/PRA (Pre Receival) Advice Information Includes: <ul style="list-style-type: none"> • Incorrect weight • Change in Port of Discharge • Change in Operator Codes • Incorrect ISO Code • Change in Customer Requirements • Incorrect container number • Change ID/VIN number 	Per Instance	Shipping line or consignee	OT	\$ 89.40

* Any vessel direct to/from truck deliveries not approved by AAT will incur 100% Receival & Delivery charge at General Cargo rates.

Schedule 4 MAFI NEST CHARGE

Type of MAFI	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
MAFI Nest	Per nest	Stevedore	OT	\$ 399.19

NB: Excludes use of AAT crane if required



Schedule 5 QUARANTINE SERVICES FEES

COMMODITY	Unit of Measure	Account charged to	Charge (C) or Other Tariff (OT)	AUD (\$)
ISO Containers				
Inspection *	per unit	Shipping Line		\$ 109.47
Wash – Internal	per unit		OT	\$ 71.04
Wash – Roof	per unit			\$ 71.04
Wash – External	per unit			\$ 71.04
Container Move	per unit			\$ 58.25
Cars				
Inspection	per unit	Consignee		\$ 88.67
Wash	per unit			\$ 232.77
Internal Clean	per unit		OT	\$ 86.46
Yard Move	per move			\$ 57.47
Yard Jump Starts	per start			\$ 115.91
Other Quarantine related services (Hoist or in situ)**	per unit			POA

* Inspection services includes container move to stand and inspection. Additional move charged to move back to stack.

** Other Quarantine related services refers to all services required for quarantine clearance, including de-seeding, panel removals, cleaning on hoist, fumigation, salt ringing, insecticide flushing, wet downs and any other quarantine services as required.

Schedule 6 WHARF STORAGE FEES

Unless otherwise agreed in writing with AAT, the following storage fees are payable on all cargo (including all Quarantine and Customs held cargo) stored at the Terminal for any period outside the free storage periods referred to in Schedule 1. Payment of any storage fees is payable prior to the release of cargo.

COMMODITY	Unit of Measure	Account charged to	Charge (C) or Other Tariff (OT)	AUD (\$)
ISO Containers				
Day 1 to 3 of storage	per TEU per day			\$ 69.91
Day 4 to 6 of storage	per TEU per day			\$ 104.01
After Day 6 of storage	per TEU per day			\$ 170.89
Consolidation Fee	per ISO container			\$ 55.48
Reefers*				
Day 1 to 3 of storage	per TEU per day	Consignee	OT	\$ 242.11
Day 4 to 6 of storage	per TEU per day			\$ 399.69
After Day 6 of storage	per TEU per day			\$ 435.21
Consolidation Fee	per unit			\$ 55.48
Dangerous Goods**				
Day 1 to 3 of storage	per TEU per day			\$ 262.25
Day 4 to 6 of storage	per TEU per day			\$ 419.70
After Day 6 of storage	per TEU per day			\$ 455.23



Consolidation Fee	per unit			\$ 55.48
General Cargo (including RORO cargo) Day 1 to 3 of storage Day 4 to 6 of storage After Day 6 of storage Consolidation Fee	per revenue tonne per day per revenue tonne per day per revenue tonne per day		OT	\$ 5.20 \$ 6.98 \$ 8.60 POA
New Cars up to 20m³*** # Day 1 to 3 of storage Day 4 onwards	Per unit per day Per unit per day		OT	\$ 36.49 \$ 49.76
New Cars between 20m³ and 50m³*** # Day 1 to 3 of storage Day 4 onwards	Per unit per day Per unit per day		OT	\$ 56.24 \$ 71.88
New Cars in excess of 50m³*** # Day 1 to 3 of storage Day 4 onwards	Per unit per day Per unit per day		OT	\$ 78.91 \$ 93.99
Second Hand Cars # Day 1 to 3 of storage Day 4 onwards	per unit per day per unit per day		OT	\$ 36.49 \$ 56.24

* The Reefer storage rates do not include reefer monitoring fees, which are payable separately (refer Schedule 7).

** Dangerous Goods means the substances, materials and articles that are covered by the International Maritime Dangerous Goods Code or that are otherwise considered hazardous because of noxious, flammable, explosive, flammable, corrosive, volatile or radioactive nature or properties.

*** For all new cars, all wheeled and tracked machinery Saturday will be considered a Business Day and Sunday will be a free storage day if it falls inside of the 3 free day availability.

Yard Move fee (refer Schedule 5) may be charged if cargo on storage is required to be moved or consolidated for efficient terminal operations.

Schedule 7 SERVICES FEES

ITEM	Service	Unit of Measure	Account charged to	Charge (C) or Other Tariff (OT)	AUD (\$)
Fresh Water	Supply	Per kilolitre	Shipping line or agent	OT	\$ 5.88
	Service Fee	Per instance		OT	\$ 324.66
Second Hand Cars	Handling Fee To be paid by Beneficial Cargo Interest (consignee) prior to delivery or receipt of the car(s).	Per Import car	Consignee	OT	\$ 55.22
Export Fee	Handling Fee To be paid by Beneficial Cargo Interest (consignor) prior to delivery or receipt of cargo(s).	Per car, wheeled or tracked unit	Consignor	OT	\$ 120.64
Reefer Services	First 3 days	per ISO container/day	Shipping Line	OT	\$ 44.71
	After 3 days	per ISO container/day		OT	\$ 62.23
	Monitoring Services	per ISO container/day		OT	POA
Side Gate Security	On charge of additional security costs for access to terminal side gate	Per hour (min charge of 4 hours applies)	Stevedore or consignee	C	\$ 77.20
Stevedoring Establishment Fee	For establishment of facilities and services for any new stevedoring entity proposing to work at Terminal	Per new stevedore prior to commencement of operations	Stevedore	C	\$ 64,012.78

Schedule 8 VESSEL LAY UP FEES

TYPE OF LAY UP	Unit of Measure	Account charged to	Charge (C) or Other Tariff (OT)	AUD (\$)
Vessel Lay Up Vessel occupying a berth otherwise than for the purpose of cargo operations, in accordance with permission granted by AAT (refer to clause 5.7 of the Standard Terms and Conditions, set out in full below and at https://www.aaterminals.com.au/terms-conditions-2/)	Per calendar day or part thereof	Shipping line or agent	OT	\$ 7,074.70
Unauthorised Occupation Vessel remains on the berth after a direction to vacate (refer to clause 5.7 of the Standard Terms and Conditions, set out in full below and at https://www.aaterminals.com.au/terms-conditions-2/)	Per calendar day or part thereof	Owner, operator and vessel	OT	\$ 26,175.46

Note:

Vessel Lay Up Fees may be levied (at AAT's discretion, acting reasonably) on a vessel loading or discharging Project Cargo (as defined in this document) in the following circumstances:

- where an area adjacent to the designated berth of the incoming vessel is being prepared for the cargo exchange preventing its use by other vessels to load or discharge cargo and/or,
- during non-working periods while vessel is at berth.



Australian Amalgamated Terminals Pty. Limited
Webb Dock West Automotive Terminal
(formerly MIRRAT)
Melbourne
Tariff Schedule

CONTENTS

Schedule 2	STEVEDORING ACCESS CHARGE	3
Schedule 3	RECEIVAL & DELIVERY CHARGE	4
Schedule 4	WHARF STORAGE FEES	3
Schedule 5	QUARANTINE SERVICES FEES	6
Schedule 6	MULTI FORKLIFT HANDLING CHARGE	6
Schedule 7	CRANE FEES	7
Schedule 8	SERVICES FEES	8

All rates contained herein are exclusive of Goods and Services Tax and denominated in Australian Dollars

Effective Date: 1 July 2026

The following tariff schedule is applicable at operations carried out at Melbourne Terminal operated by AAT Webb Dock West Pty Ltd, formerly Melbourne International RoRo and Auto Terminal Pty Limited (MIRRAT).

The schedule is due to be reviewed on or before 1 July 2027.

Version Control

Vers No.	Details	Effective Date
1.0	Original Notice of Tariffs effective 1 July 2026	1 July 2026



Definitions:

LoLo (Lift On/Lift Off). Type of vessel where cargo is loaded and unloaded using cranes (either the ships own cranes or terminal cranes).

RoRo (Roll on/Roll Off). Type of vessel where cargo is loaded and unloaded via the ship's ramp. Automotive and RoRo Cargo means cargo that is cars or that is wheeled or tracked, self propelled or towed units that are not cars. This includes but is not limited to Buses, Trucks, Mobile Homes, Motorcycles, Mining and Agricultural Machinery, Trailers and Caravans. RoRo Cargo which are not cars are charged on a revenue tonne basis (see Schedule 4).

ETA. Estimated Time of Arrival

ATD. Actual Time of Departure

Note:

Where capitalised terms are used in this Tariff Schedule, but are not otherwise defined, they have the meaning given to those terms in the AAT Terms and Conditions.

Charge has the meaning given to that term in the AAT Undertaking.

Other Tariff means any fee, charge, tariff or duty levied by AAT that is not a Charge.

LoLo vessels calling AAT Webb Dock West will be charged at the Appleton Dock Tariff Schedule and any RoRo vessel calling Appleton Dock will be charged AAT Webb West Tariff Schedule.

Revenue Tonnes means the greater of the metric tonnes or the cubic metres of the cargo, based on the cargoes maximum dimensions (width at widest point, multiplied by length at the longest point, multiplied by height at the highest point).

Minimum Surcharge: AAT's minimum charge in a 24hrs period for a working vessel alongside is the Vessel Layup Rate (see Schedule 8). Slow or unproductive vessels will be charged a surcharge if the combined total of the cargoes FAC and SAC worked in that 24hrs period are not greater than the Vessel Layup Rate.



Schedule 1 FACILITY ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo *	per revenue tonne	Stevedore	C	\$ 13.20
ISO Containers	per TEU		OT	\$ 78.07
Wheeled & Tracked Vehicles ** loaded/discharged from RoRo vessels	per revenue tonne		C	\$ 6.33
Boats to or from water on trailers (loaded/discharged) on cradles (loaded/discharged)	per revenue tonne		C	\$ 6.33
				\$ 6.33
				\$ 13.20
Dangerous Goods (class 2-5 & 8-9) ***	per unit		C	\$ 399.66
Dangerous Goods (class 1, 6 & 7) ***	per unit	C	\$ 999.19	

* General Cargo means all cargo that is not a Wheeled & Tracked Vehicle, or an ISO Container. As noted above, LoLo is charged as per Appleton Dock's Tariff Schedule.

** Wheeled & Tracked Vehicles rates include all self-propelled and towable units, towable units must have approved towage fittings.

*** Dangerous Goods means the substances, materials and articles that are covered by the International Maritime Dangerous Goods Code or that are otherwise considered hazardous because of noxious, flammable, explosive, flammable, corrosive, volatile or radioactive nature or properties. This Dangerous Goods Fee charged in addition to standard FAC.

The basis of the FAC rates includes five (5) Business Days free storage time for export cargoes prior to the time of scheduled ETA and three (3) Business Days free storage time for import cargoes following arrival at the Terminal. Storage fees (per Schedule 4) will apply to export cargoes received before and import cargoes that remain after these storage free periods, unless otherwise agreed in writing with AAT.

Schedule 2 STEVEDORING ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 4.44
ISO Containers	per unit		OT	\$ 46.73
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit		C	\$ 15.10
General Cargo on MAFI	per MAFI		C	\$ 46.73



Schedule 3 RECEIVAL & DELIVERY CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 7.99
ISO Containers *	per container		OT	\$ 56.30
Wheeled & Tracked Vehicles loaded/discharged from RoRo vessels	per unit		C	\$ 3.65
Nesting Bolsters / Roll-trailers	per nest		C	\$ 357.10
Late Receival Fee	per unit	Shipper or Transport Operator	C	\$ 88.54
Failed Shipment Fee (Wheeled Vehicles)	per cbm	Shipping line, Shipper or consignee	OT	\$ 4.14
Failed Shipment Fee (Break Bulk / General Cargo)	per revenue tonne		OT	\$ 12.71
Administration Charge ** For Amendments to Incorrect ERA (Export)/PRA (Pre Receival) Advice Information Includes: <ul style="list-style-type: none"> • Incorrect weight • Change in Port of Discharge • Change in Operator Codes • Incorrect ISO Code • Change in Customer Requirements • Incorrect container number • Change ID/VIN number 	Per instance		OT	\$ 93.39

* Rate is based on container being able to be lifted and moved safely by forklift.

** Administration charged for amendments to incorrect ERA's and PRA's. Printing of ERA's and PRA's will also attract this charge.

Receival & Delivery charge includes cargo transfer to/from transport. Additional handling is subject to the additional handling fee.

Charges are valid for announced day shift only. For services outside of day shift hours, please contact AAT R&D.

Racks, cradles or fittings that come with cargo must be collected or disposed by shipper/customer.

Failed shipment (return to shipper) is defined as cargo that is gated in the facility for export but does not load onto a vessel and instead exists the facility via road.

See storage tariffs (Schedule 4) for demurrage fees associated to failed shipment.



Schedule 4 WHARF STORAGE FEES

Unless otherwise agreed in writing with AAT, the following storage fees are payable on all cargo (including all Quarantine and Customs held cargo) stored at the Terminal for any period outside the free storage periods referred to in Schedule 1. Payment of any storage fees is payable prior to the release of cargo.

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Wheeled Vehicles < 20 CBM	per unit per day	Consignee, Shipper or Transport operator	OT	\$ 63.43
Wheeled Vehicles 20 - 50 CBM	per unit per day			\$ 90.77
Wheeled Vehicles > 50 CBM	per cbm per day			\$ 2.27
Tracked Unit < 25 CBM	per unit per day			\$ 71.66
Tracked Unit > 25 CBM	per unit per day			\$ 102.53
Break Bulk / General Cargo	per revenue tonne per day			\$ 11.10
Flat – rack or bolster	per unit per day			\$ 116.50
20 FT ISO Containers	per unit per day		OT	\$ 116.50
40 FT ISO Containers	per unit per day			\$ 233.01
Contract storage				OT

For all new cars, all wheeled and tracked machinery Saturday will be considered a Business Day and Sunday will be a free storage day if it falls inside of the 3 free day availability.

All rates are advertised at the per day rate.

Wharf Storage Fees do not apply in respect of Quarantine held cars where those cars are undertaking a Standard Clean by AAT (per Schedule 5) in respect of any period prior to such clean occurring. From the time that a car is cleaned and released from Quarantine, Wharf Storage Fees will apply. For the avoidance of doubt, standard Wharf Storage Fees under this Schedule 4 will apply in the following circumstances:

- (a) During the period that Cars are held to facilitate Other Quarantine Services including but not limited to fumigation, salt ringing, insecticide flushing, wet downs or any other treatment type.
- (b) When any Cars that are, or are intended to be, either removed from the Terminal for cleaning or treatment offsite by a contractor other than AAT.
- (c) When all other cargo types are held for Quarantine purposes, other than Cars.

Charges are payable on all cargo delivered (including all Customs held cargo) delivered > 120 hours prior to vessel loading for export cargo.

Free time is calculated from vessel ETA/ATD.

Failed shipments will attract 50% of the daily listed storage rate calculated from Cargo Gate In until Cargo Gate Out. All accounts must be settled before cargo will be released.



Schedule 5 QUARANTINE SERVICES FEES

SERVICE	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Washbay		Consignee or Agent	OT	
New Agricultural, Construction, Trucks < 50 cbm	per cbm			\$ 77.82
New Agricultural, Construction, Trucks > 50 cbm*	per cbm			\$ 25.94
Used Agricultural, Construction, Trucks < 50 cbm	per cbm			\$ 98.57
Used Agricultural, Construction, Trucks > 50 cbm**	per unit			\$ 31.13
New Units				
Standard Clean Passenger, Utility and Vans ***	per unit			\$ 644.36
Non Standard Clean Passenger, Utility and Vans				POA
Second hand units				
Wheeled Vehicles < 25 cbm	per unit			\$ 518.81
Wheeled Vehicles > 25 cbm	per unit	\$ 622.57		
General				
Movement to/from designate inspection/washing area	per move	\$ 74.09		
Inspection Fee ****	per inspection	\$ 98.42		
Other Quarantine Services		POA		

* First 50 cbm is charged at \$75.00 each, additional cbm above 50 cbm \$25.00 is applied.

** First 50 cbm is charged at \$95.00 each, additional cbm above 50 cbm \$30.00 is applied.

*** Standard Clean includes one movement from the terminal storage area to the wash bay, and a return movement back into the terminal storage area. Any additional moves are to be charged at General Movement rate.

**** Maximum inspection time of 1 hour. Inspection exceeding 1 hour will attract an additional charge for \$94.85 per hour.

Consumables will be charged on a consumption basis in addition to above rates.

Charges are valid for announced day shift only. For services outside of day shift hours please contact AAT R&D.

Schedule 6 MULTI FORKLIFT HANDING CHARGE

SERVICE	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Dual Forklift	per lift	Shipper or Consignee	OT	\$ 185.32
Tri Forklift *	per lift			\$ 371.92
Quad Forklift *	per lift			\$ 557.33

* Tri and Quad Forklifts will also attract the OH&S induction, supervision & administration.



Schedule 7 CRANE FEES

SERVICE	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Gantry Crane up to 20 tonnes	per lift	Shipper or Consignee	OT	\$1,792.36
Gantry Crane > 20 tonnes	per tonne			\$ 114.94
Crane Lifts > 120 tonnes				POA
Late cancellation fee *		Shipper or Consignee		50% of the lift fee

* We require 24 hours notices of cancellation. Crane lifts which are cancelled or abandoned within 24 hours of the scheduled lift will attract the Late cancellation fee.

EXTERNAL CRANE ACCESS	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Access fee	per cbm	Shipper or Consignee	OT	\$ 5.81
OH&S induction, supervision & admin	per hour			\$ 324.37

EXTERNAL CRANE FEES	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
25 – 35 tonne Franna	per crane	Shipper or Consignee	OT	\$ 272.73
50 – 60 tonne Crane	per crane			\$ 1,115.15
80 – 100 tonne Crane	per crane			\$ 1,259.61
130 tonne Crane	per crane			\$ 1,332.41
200 tonne Crane	per crane			\$ 1,489.56
300 tonne Crane	per crane			\$ 1,768.07
>301 tonne Crane				POA

Crane lift rates are subject to cargo being suitable for lifting with AAT's gantry crane based on confirmation of lifting points and centre of gravity.

Cargo requiring special lifting gear, spreader bars or jigs must accompany the cargo(s).

Packing or handling cargo without approved lashing or lifting points will not be accepted.

The shipper/ consignee is responsible for identify safe lifting points, including certification if required.

Charges are valid for announced day shift only. For services outside of day shift hours please contact AAT R&D.

Terminal access is subject to crane operator holding a valid access agreement with AAT. Additional charges apply for crane operators whom don't hold a valid access agreement.



Schedule 8 SERVICES FEES

ITEM	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Fresh water supply		Service requestor	OT	POA
Yard Jump Start	per unit		OT	\$ 124.80
Electric Vehicle Charging	per KWH		OT	\$ 0.59
Dedicated Security Services/Escort *	per hour		OT	\$ 124.80
Elevated Work Platform	per day		OT	\$ 785.47
Terminal Transfers			OT	POA
Disposal of Boat Cradle	per cradle	Consignee	OT	\$ 1,248.05
Additional handling fee	per lift	Shipper or Consignee	OT	\$ 74.87
Vessel Lay Up	per day	Shipping Line or agent	OT	\$ 5,491.21
Unauthorised Berth Occupation **	per day	Owner, Operator and Vessel	OT	\$ 25,940.29
Non -Agreement Holder Access Fee	per visit	Service requestor	C	\$ 121.34
Spill Clean Up ***	per person per hour	Shipper or Consignee	OT	\$ 121.34
Export Fee Handling Fee To be paid by Beneficial Cargo Interest (consignor) prior to delivery or receipt of cargo(s).	Per unit	Shipper or Consignee	OT	\$ 118
Second Hand Cars Handling Fee	per unit	Shipper or Consignee	OT	\$ 62.40
RoRo Loading Assistance	per hour	Transport operator	C	\$ 185.85
Cargo Staging		Transport operator	OT	POA
Cargo Consolidation Fee	per unit	Shipper or Consignee	OT	\$ 10.79
Movement Fee	per move	Shipper or Consignee	OT	\$ 77.42

* Minimum 1 hour applicable

** Fee applies if vessel remains on the berth after being directed to vacate

*** Minimum 1 hour applicable, rate does not include consumables which are also to payees account.



Australian Amalgamated Terminals Pty. Limited
Appleton Dock Cargo Terminal
Berths 1 (D&E) and 2 (B&C)
Melbourne
Tariff Schedule

CONTENTS

Schedule 1	FACILITY ACCESS CHARGE	3
Schedule 2	STEVEDORING ACCESS CHARGE	3
Schedule 3	RECEIVAL & DELIVERY CHARGE.....	4
Schedule 4	QUARANTINE SERVICES FEES.....	4
Schedule 5	WHARF STORAGE FEES	5
Schedule 6	SERVICES FEES	6
Schedule 7	VESSEL LAY UP FEES	7

All rates contained herein are exclusive of Goods and Services Tax and
denominated in Australian Dollars.

Effective Date: 1 July 2026

The following tariff schedule is applicable at operations carried out at Appleton Dock Cargo
Terminal operated by Australian Amalgamated Terminals Pty Limited.

The schedule is due to be reviewed on or before 1 July 2027.

Version Control

Vers No.	Details	Effective Date
1.0	Original Notice of Tariffs effective 1 July 2026	1 July 2026



Definitions:

Project Cargo is defined as bulky or heavy items of cargo that require specific equipment, planning and expertise to discharge from or load onto a vessel or Transport Vehicle. Project Cargo includes but is not limited to major infrastructure projects that require approval from Port of Melbourne to be discharged at Appleton Dock.

LoLo (Lift On/Lift Off). Type of vessel where cargo is loaded and unloaded using cranes (either the ships own cranes or terminal cranes).

Note:

Where capitalised terms are used in this Tariff Schedule, but are not otherwise defined, they have the meaning given to those terms in the AAT Terms and Conditions.

Charge has the meaning given to that term in the AAT Undertaking.

Other Tariff means any fee, charge, tariff or duty levied by AAT that is not a Charge.

Revenue Tonnes means the greater of the metric tonnes or the cubic metres of the cargo, based on the cargoes maximum dimensions (width at widest point, multiplied by length at the longest point, multiplied by height at the highest point).

LoLo vessels calling AAT Webb Dock West will be charged Appleton Dock tariff rates and any RoRo vessel calling Appleton Dock will be charged AAT Webb West tariff rates (see website for tariffs).

Minimum Surcharge: AAT's minimum charge in a 24hrs period for a working vessel alongside is the Vessel Layup Rate (see Schedule 8). Slow or unproductive vessels will be charged a surcharge if the combined total of the cargoes FAC and SAC worked in that 24hrs period are not greater than the Vessel Layup Rate.

All Battery Energy Storage Systems (BESS) units will be treated as General Cargo under this tariff schedule, irrespective of if the units arrive in containerised form.



Schedule 1 FACILITY ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Steel Cargo Structural, rebar 12m and over, Plate, Pipe, Rail	per revenue tonne	Stevedore	C	\$ 31.36
General Cargo Incl Other Steel and Envelopes *	per revenue tonne		C	\$ 24.13
ISO Containers	per TEU		OT	\$ 142.39
Boats to or from water on trailers (loaded/discharged) on cradles (loaded/discharged)	per revenue tonne		C	\$ 8.70 \$ 8.53 \$ 22.89
			OT	POA
			OT	POA
Heavy Lifts/Project Cargoes direct delivery to/from road transport under hook			OT	POA

* Wheeled vehicles loaded/discharged from LoLo vessels are classified as general cargo.

The basis of the FAC rates includes three (3) Business Days free storage time for export cargoes prior to the time of scheduled departure and three (3) Business Days free storage time for import cargoes following arrival at the Terminal. Storage fees (per Schedule 5) will apply to export cargoes received before and import cargoes that remain after these storage free periods, unless otherwise agreed in writing with AAT.

Schedule 2 STEVEDORING ACCESS CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo *	per revenue tonne	Stevedore	C	\$ 3.67
ISO Containers	per unit		OT	\$ 37.42
Boats to or from water on trailers (loaded/discharged) on cradles (loaded/discharged)	per revenue tonne		C	\$ - \$ 13.49 \$ 3.67
			OT	POA
			OT	POA
Heavy Lifts/Project Cargoes direct delivery to/from road transport under hook			OT	POA

* Wheeled vehicles loaded/discharged from LoLo vessels classified as general cargo.



Schedule 3 RECEIVAL & DELIVERY CHARGE

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
General Cargo	per revenue tonne	Stevedore	C	\$ 9.78
ISO Containers	per unit		OT	\$ 79.91
Any Vessel Direct to/from truck deliveries (Approved by AAT) *	per revenue tonne		C	\$ 4.89
Boats to or from water on trailers (loaded/discharged) on cradles (loaded/discharged)	per revenue tonne		C	\$ - \$ - \$9.78
Twin Lift Surcharge	per revenue tonne		C	\$ 7.82
Bulk Cargo	per revenue tonne		OT	POA
Heavy Lifts/Project Cargoes		Stevedore or Consignee	OT	POA
R&D Crane Lifts		Consignee	OT	POA
Late Receival Gate Passes General Cargo	per instance or load	Transport Operator or Consignee	C	\$ 185.28
Administration Charge For Amendments to Incorrect ERA (Export)/PRA (Pre Receival) Advice Information Includes: <ul style="list-style-type: none"> • Incorrect weight • Change in Port of Discharge • Change in Operator Codes • Incorrect ISO Code • Change in Customer Requirements • Incorrect container number • Change ID/VIN number 	Per Instance	Shipping line or consignee	OT	\$ 92.09

* Any vessel direct to/from truck deliveries not approved by AAT will incur 100% Receival & Delivery Charge at General Cargo rates.

Schedule 4 QUARANTINE SERVICES FEES

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
ISO Containers Inspection *	per unit	Consignee	OT	\$ 118.21
Container Move	per unit			\$ 62.92
Other Quarantine related services (Hoist or in situ)**	per unit		OT	POA

* Inspection services includes container move to stand and inspection. Additional move charged to move back to stack.

** Other Quarantine related services refers to all services required for quarantine clearance including standard cleaning, cleaning on hoist, fumigation, salt ringing, insecticide flushing and wet downs.



Schedule 5 WHARF STORAGE FEES

Unless otherwise agreed in writing with AAT, the following storage fees are payable on all cargo (including all Quarantine and Customs held cargo) stored at the Terminal for any period outside the free storage periods referred to in Schedule 1. Payment of any storage fees is payable prior to the release of cargo.

COMMODITY	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
ISO Containers				
Day 1 to 3 of storage	per TEU per day			\$ 191.31
Day 4 to 6 of storage	per TEU per day			\$ 353.62
Day 7 onwards	per TEU per day			\$ 393.50
Consolidation Fee	per ISO container			\$ 68.58
Reefers*				
Day 1 to 3 of storage	per TEU per day			\$ 309.10
Day 4 to 6 of storage	per TEU per day			\$ 486.03
After Day 6 of storage	per TEU per day			\$ 525.92
Consolidation Fee				POA
Dangerous Goods**		Consignee	OT	
Day 1 to 3 of storage	per TEU per day			\$ 331.71
Day 4 to 6 of storage	per TEU per day			\$ 508.50
After Day 6 of storage	per TEU per day			\$ 548.39
Consolidation Fee				POA
General Cargo				
Day 1 to 3 of storage	per revenue tonne per day			\$ 8.28
Day 4 to 6 of storage	per revenue tonne per day			\$ 10.48
Day 7 onwards	per revenue tonne per day			\$ 12.50
Consolidation Fee				POA

* The Reefer storage rates do not include reefer monitoring fees, which are payable separately (refer Schedule 6).

** Dangerous Goods means the substances, materials and articles that are covered by the International Maritime Dangerous Goods Code or that are otherwise considered hazardous because of noxious, flammable, explosive, flammable, corrosive, volatile or radioactive nature or properties.



Schedule 6 SERVICES FEES

ITEM	Service	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Machinery	Yard Jump Starts	Per start	Consignee	OT	\$ 122.11
Fresh Water	Supply	per kilolitre	Shipping line	OT	\$ 5.45
	Service Fee	per instance		OT	POA
Reefer Services (excluding monitoring)	First 3 days	per ISO container/day	Shipping line or consignee	OT	\$ 48.26
	After 3 days	per ISO container/day		OT	\$ 67.23
External Cranes Access	External Crane establishment and Administration Fee WHS Supervision/Administration fee payable once per crane establishment onsite	Per Instance	Consignee	OT	POA
	External crane usage fee Fee charged for the use of a third-party crane on AAT's facility, charged on the revenue tonnes of the cargo handled by the crane	Per revenue tonne	Consignee	OT	POA
Waste Services	Delivery/Collection (per skip bin)	Per skip bin	Shipping line or consignee	OT	\$ 624.73
	General Waste	Per tonne		OT	\$ 406.04
	Deep Burial Waste	Per tonne		OT	\$ 628.05
	All other waste services			OT	POA
Stevedoring Establishment Fee	For establishment of facilities and services for any new stevedoring entity proposing to work at Terminal	Per new stevedore prior to commencement of operations	Stevedore	C	\$ 64,012.78



Schedule 7 VESSEL LAY UP FEES

TYPE OF LAY UP	Unit of Measure	Account charged to:	Charge (C) or Other Tariff (OT)	AUD (\$)
Vessel Lay Up Vessel occupying a berth otherwise than for the purpose of cargo operations, in accordance with permission granted by AAT (refer to clause 5.7 of the Standard Terms and Conditions, set out in full below and at https://www.aaterminals.com.au/terms-conditions)	Per calendar day or part thereof	Shipping line or agent	OT	\$ 7,074.70
Unauthorised Occupation Vessel remains on the berth after a direction to vacate (refer to clause 5.7 of the Standard Terms and Conditions, set out in full below and at https://www.aaterminals.com.au/terms-conditions)	Per calendar day or part thereof	Owner, operator and vessel	OT	\$ 26,175.46

Note:

Vessel Lay Up Fees may be levied (at AAT's discretion, acting reasonably) on a vessel loading or discharging Project Cargo (as defined in this document) in the following circumstances:

- where an area adjacent to the designated berth of the incoming vessel is being prepared for the cargo exchange preventing its use by other vessels to load or discharge cargo and/or,
- during non-working periods while vessel is at berth.

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Australian Amalgamated Terminals

General Terms

Effective from 1 July 2026



1	Background	2
2	Commencement of these General Terms	3
3	Terminal Services	3
4	Personnel	6
5	Site Access Rules	7
6	Compliance	10
7	Charges and Payment	11
8	Disputes	12
9	Insurance	13
10	Liability	14
11	Force Majeure	15
12	Termination	16
13	Confidentiality	16
14	General	17
	Schedule 1 Dictionary and interpretation	21
	Schedule 2 Cargo Services	28
	Schedule 3 Quay Side Services	36
	Schedule 4 Transport Operator Services	37

1 Background

1.1 Terminal Agreement

- (a) AAT operates and provides Terminal Services at each Terminal.
- (b) These General Terms govern the provision of Terminal Services supplied to Users at each Terminal. They are structured with a set of General Terms that apply to all Users, followed by service-specific terms set out in the Service Schedules.

Type of User	Must review:
all Users, including those that receive Site Access Services	Clauses 1 to 14 of these General Terms
any User that receives Cargo Services or handles Cargo at the Terminal	Clause 1 to 14 of these General Terms and the Cargo Schedule (Schedule 2)
a Shipping Line	Clause 1 to 14 of these General Terms and the Quay Side Schedule (Schedule 3)
a Transport Operator	Clause 1 to 14 of these General Terms and the Transport Operator Schedule (Schedule 4)

These General Terms do not currently apply to Stevedores, who remain subject to separate agreements entered into with AAT.

- (c) AAT agrees to provide the Terminal Services on the basis set out in:
 - (i) any Quote or special terms specified in a Quote, or otherwise as agreed in writing between AAT and a User, including any agreed scope of work (as applicable);
 - (ii) the Tariff Schedule;
 - (iii) where the User is a Shipping Line, the Berthing Protocols;
 - (iv) these General Terms, including Schedule 1;
 - (v) any applicable Schedule to these General Terms other than Schedule 1; and
 - (vi) the AAT Procedures and Policies,
 (together, the **Terminal Agreement**).
- (d) If there is any inconsistency between the documents referred to in paragraph (c), the first-listed document prevails.
- (e) If AAT is presented with any further or alternate terms or conditions in relation to the matters the subject of the Terminal Agreement, including in connection with the User's access or use of any Terminal or receipt of Terminal Services, those alternative terms are of no effect and the User unconditionally and irrevocably waives and releases AAT and its Personnel from all obligations under them.

1.2 Undertaking and Open Access Conditions

AAT acknowledges that it must also comply with the Undertaking, including the Open Access Conditions, when performing its obligations under the Terminal Agreement, to the extent that they relate to the provision of Terminal Services to a User. Nothing in the Terminal Agreement will be taken to limit or restrict the rights or obligations of AAT or the User under the Undertaking.

1.3 Definitions and Interpretation

- (a) A term or expression starting with a capital letter which is defined in section 1 of Schedule 1 (Dictionary and interpretation) has the meaning given to it in the Dictionary.

- (b) Section 2 of Schedule 1 (Dictionary and interpretation) sets out rules of interpretation for these General Terms.
-

2 Commencement of these General Terms

- (a) These General Terms come into effect on 1 July 2026 and replace the previous terms and conditions applicable to terminal services provided by AAT.
- (b) A User will be taken to have accepted these General Terms when that User:
- (i) directly communicates its acceptance of these General Terms to AAT, for example if the User signs a form accepting these General Terms when accessing the Terminal or attending a Terminal induction;
 - (ii) communicates its acceptance by engaging in conduct that indicates its acceptance of these General Terms, for example if the User accesses the Terminal or acquires Terminal Services on or after 1 July 2026 after having been made aware of these General Terms; or
 - (iii) consents to these General Terms through any sub-bailment on terms.
-

3 Terminal Services

3.1 Terminal Services

- (a) Subject to clause 3.2 and the User's compliance with clause 5, AAT grants the User and its nominated Personnel, physical access to each Terminal site as is reasonably required by the User in order to:
- (i) be able to receive services listed in paragraph (b) from AAT; and/or
 - (ii) enable the User to perform services, duties or functions at the relevant Terminal which are of a kind that AAT allows to be performed at the Terminal from time to time,

(Site Access Service).
- (b) AAT may also provide a User the following Terminal Services:
- (i) Cargo Services;
 - (ii) Quay Side Services;
 - (iii) Transport Operator Services;
 - (iv) such other management, supervision, labour, materials handling equipment and clerical services as it deems necessary or desirable (acting reasonably) in relation to:
 - (A) the services listed in paragraphs (i) to (iii); and
 - (B) any Transport Vehicle or Vessel using the relevant Terminal; and
 - (v) any other services not referred to above but as set out in a Tariff Schedule from time to time, (together with the Site Access Services, the **Terminal Services**).
- (c) Terminal Services may be requested, booked or scheduled by the User in accordance with any processes or procedures used by AAT for that purpose, or will otherwise be provided by AAT as specified in these General Terms.
- (d) Subject to the other provisions of these General Terms, including clause 3.2, AAT will provide Terminal Services with reasonable skill and care and in accordance with Laws applicable to AAT.
- (e) Nothing in the Terminal Agreement, or in the provision of Terminal Services to a User by AAT, creates in favour of the User any interest in any Terminal.

3.2 Refusal of service

- (a) AAT may at any time refuse to provide Terminal Services to a User:
- (i) where AAT reasonably considers the User is creating, or is likely to create, a risk to persons, property or the environment;
 - (ii) where AAT reasonably considers the User has breached, or is likely to breach, the Terminal Agreement other than in a trivial manner;
 - (iii) due to Operational Constraints, provided that AAT will use all reasonable endeavours to mitigate the impact of Operational Constraints;
 - (iv) in accordance with applicable Law or the directions of a Regulator, the Port Lessor, the Harbour Master or a Government Official;
 - (v) if the User fails to provide information requested by AAT under clause 6(b)(ii);
 - (vi) if any invoice issued by AAT to the User is more than 30 days overdue;
 - (vii) if AAT reasonably believes that the User will be unable to pay the Forecast Charges in accordance with the Terminal Agreement, including on the basis of information provided by the User, or information that the User has failed to provide, under clause 6(b)(ii)(D);
 - (viii) that are Site Access Services:
 - (A) where the User has failed to obtain approval from AAT for the specific services, duties or functions that the User intends to perform at the relevant Terminal (which approval may not be unreasonably withheld by AAT); or
 - (B) where AAT reasonably considers that the User or any User Personnel has breached, or are likely to breach, the Site Access Rules;
 - (ix) in respect of any particular Terminal Services, in accordance with a provision of these General Terms or the applicable Services Schedule which outlines the circumstances in which AAT can refuse to provide those Terminal Services for the purposes of this clause 3.2(a)(ix); and
 - (x) on any other reasonable grounds.
- (b) Where AAT is entitled to refuse to provide Terminal Services to a User under paragraph (a), AAT may in its discretion agree to provide Terminal Services on the condition that the User remedies or meets certain conditions imposed by AAT in respect of the circumstances giving rise to AAT's right to refuse service (**Conditions of Service**). Conditions of Service may be:
- (i) set out in these General Terms; or
 - (ii) reasonably determined by AAT and notified to the User.
- If the User meets the Conditions of Service, AAT agrees that it will recommence providing Terminal Services to that User.
- (c) For the purposes of paragraph (b), if AAT refuses to provide Terminal Services in the circumstances described in:
- (i) paragraph (a)(vi), the User may remedy those circumstances by promptly making payment of any outstanding invoices and any interest payable under clause 7.2(e); or
 - (ii) paragraph (a)(vii), AAT may require the User to provide:
 - (A) a pre-payment of some or all of the Forecast Charges, being such proportion that AAT reasonably considers is necessary to address any associated credit risk; and/or
 - (B) a report concerning the User's creditworthiness and financial position.

3.3 Hours of Operation

- (a) Each Terminal will be operational and AAT will provide Terminal Services on the days and at the times published on the AAT website for that Terminal (**Hours of Operation**).

- (b) The Hours of Operation may be amended at any time, subject to this clause 3.3.
- (c) Subject to paragraph (d), AAT will use reasonable endeavours to provide impacted Users with 48 hours' prior notice of any change to reduce the planned Hours of Operation, in accordance with clause 14.1.
- (d) AAT may close a Terminal or any part of the Terminal (and cancel or defer any booked or scheduled Terminal Services affected by the closure) on less than 48 hours' notice (which may include immediately, where necessary in the circumstances) if:
 - (i) a Force Majeure Event occurs which impacts AAT's ability to open the Terminal or provide Terminal Services in accordance with the Terminal Agreement; or
 - (ii) AAT considers it reasonably necessary to do so for the safe and efficient operation of the Terminal, including for unscheduled and urgent maintenance, in which case AAT will provide Users as much notice as is reasonable in the circumstances.
- (e) A User may request AAT to provide Terminal Services, including Site Access Services, outside of AAT's normal hours of operation (**Request for Service Out of Hours**). AAT may accept or reject a Request for Service Out of Hours in its discretion and may provide its acceptance subject to conditions, including the payment of additional amounts (**Conditions of Acceptance**). AAT will not be required to provide any Terminal Services out of hours until the User has agreed to any such Conditions of Acceptance.

3.4 Terminal operations and delays

- (a) The User acknowledges and agrees that:
 - (i) operations at each Terminal are complex and involve the interaction of many persons, including Other Terminal Parties, and that the activities of those other persons may impact upon the User's use of the site and access to Terminal Services;
 - (ii) each Terminal operates under constraints from time to time due to limited capacity and variable demand (**Operational Constraints**) and, subject always to the Undertaking, operational decisions at each Terminal need to be made by AAT in a manner that facilitates and promotes safe, efficient, timely and productive operation and utilisation of the Terminal, having regard to such constraints;
 - (iii) there are factors outside of AAT's control which may cause delays and may impact the timely provision of, or cause changes to, Terminal Services (**Delays**), which factors may include:
 - (A) changes in vessel arrival or departure times;
 - (B) failure of a vessel to pass quarantine, stability and ship worthiness inspections;
 - (C) vessel congestion;
 - (D) failure of Cargo to pass quarantine or customs requirements;
 - (E) where Users vary the Required Information that they have submitted for relevant Cargo;
 - (F) Cargo being deemed Unsuitable Cargo;
 - (G) acts or omissions of the User, any other User, Other Terminal Parties or a third party;
 - (H) any action taken or decision made by AAT in respect of the acts, omissions or delay of the User, any Other Terminal Parties or a third party;
 - (I) Operational Constraints;
 - (J) periods of high volume at the Terminal;
 - (K) supply chain issues associated with Transport Operators;
 - (L) Weather; and
 - (M) Force Majeure Events.

- (b) The User must carry out any services, duties and functions at the Terminal in such a way that facilitates the safe, efficient, timely and productive operation and utilisation of the Terminal for all Other Terminal Parties and that does not unduly impede or interfere with the ability for AAT or any Other Terminal Party to carry out services, duties and functions at the Terminal.
- (c) AAT will use reasonable efforts, working with the User, to mitigate the effect of any delays and timing impacts, including by making reasonable efforts to advise the User of likely delays where these are identified by AAT.
- (d) AAT is not liable for any Losses suffered or incurred by the User arising from any Delay, except to the extent such delay is caused by AAT's fraud, or wilful or criminal misconduct.

3.5 Weather

The Terminal is primarily an outdoor facility that has limited undercover areas and is subject to the effects of Weather. AAT has implemented procedures to help manage the safe operation of the Terminal, however the User agrees that where it receives Terminal Services it does so acknowledging the risks that may arise from Weather.

4 Personnel

- (a) Each party:
 - (i) must ensure that its Personnel comply with that party's obligations under the Terminal Agreement to the extent relevant to the work they are engaged to perform; and
 - (ii) will be liable for the acts and omissions of its Personnel in connection with the Terminal Agreement as fully as if they were its own acts and omissions, including where that party is the User, the use and operation of any equipment or vehicle by the User or the User's Personnel within each Terminal.
- (b) The User must:
 - (i) using appropriately qualified persons, develop and implement Safety Documentation and systems of work in respect of the services, duties and functions it performs and undertakes, or will perform and undertake, at the Terminal and must:
 - (A) regularly review, update and audit; and
 - (B) ensure that its Personnel understand, are appropriately trained in and comply with, such Safety Documentation and systems of work;
 - (ii) provide appropriate supervision of its Personnel at the Terminal;
 - (iii) adequately control all of its activities which may impact on the health or safety of other Users at the Terminal, or the environment.
- (c) The User must ensure that User Equipment and any vehicles it brings to the Terminal:
 - (i) are maintained in good, suitable and (where relevant) roadworthy condition; and
 - (ii) comply with all applicable Laws and relevant safety standards, including that (where required) they are appropriately certified, registered or licensed,

and that any person involved in the operation of any such User Equipment or vehicle has the requisite skill, training, competence and experience and is appropriately licensed, authorised, accredited and certified (as applicable) to operate that User Equipment or vehicle.
- (d) The User must, at AAT's direction:
 - (i) promptly clean-up any mess, pollution or contamination caused by the User or its Personnel at the Terminal, at the User's cost; or
 - (ii) pay to AAT the costs incurred by AAT to clean-up mess, pollution or contamination caused by the User or its Personnel at the Terminal.

For these purposes, mess, pollution or contamination includes any tracking of bulk material from a Transport Vehicle, fugitive dust which may be generated during Cargo handling, and spillage of liquids or materials.

- (e) Without limiting paragraph (a), the User acknowledges and agrees that it is responsible for ensuring that its Personnel comply with the Site Access Rules.
- (f) Where AAT refuses to provide Site Access Services to User Personnel under clause 3.2(a)(viii)(B):
 - (i) the User must immediately at its cost ensure the relevant Personnel safely leave the Terminal; and
 - (ii) if the User wishes to continue to operate at the Terminal (for example, if the User wishes to continue to receive Site Access Services and operate any vehicle or item of equipment at the Terminal), the User may replace the relevant Personnel with Personnel who comply with the Site Access Rules.

5 Site Access Rules

5.1 Site Access Rules

- (a) The terms in this clause 5 are the **Site Access Rules**, which form part of the General Terms.
- (b) The Site Access Rules apply to:
 - (i) the User; and
 - (ii) any User Personnel that physically access the Terminal site in connection with the User's receipt of Terminal Services,(each such person being **Site Attendee**).
- (c) In consideration for complying with these Site Access Rules, AAT will grant a Site Attendee access to the Terminal.

5.2 Conditions of Entry

The provision of Site Access Services to a Site Attendee is subject to compliance with any applicable conditions of entry detailed on signage at the Terminal's entrance or otherwise displayed or notified throughout the Terminal from time to time (**Conditions of Entry**).

5.3 Compliance

- (a) Before physically accessing any Terminal site, a Site Attendee must:
 - (i) hold and maintain a completed and current 'Safety Assessment' (Rapid Global Contractor e-form);
 - (ii) successfully complete any induction required to receive certification from AAT relevant to that Site Attendee and the services, duties or functions they intend to perform at the Terminal, to access the Terminal site, and undertake any re-certification as required by AAT;
 - (iii) where the Site Attendee will perform high risk work, such as any work that will be performed at height or hot work:
 - (A) hold an authority to perform high risk work, issued by AAT; and
 - (B) complete and be compliant in 'Rapid Induct'; and
 - (iv) have reviewed the AAT Policies and Procedures (including having checked for any updates as contemplated by clause 14.2(b)); and
 - (v) notify AAT at least 2 Business Days in advance of any arrival to the Terminal and provide any details or copies of documentation requested by AAT, which may include relevant Safety Documentation.

- (b) On arrival at the Terminal site, a Site Attendee must notify an AAT representatives of their arrival using the relevant sign in procedure and, if the Site Attendee does not hold a MSIC, must collect an AAT identification badge which must be worn and clearly visible at all times whilst at the Terminal.
- (c) Before leaving the Terminal site, a Site Attendee must sign out and (where relevant) return the AAT identification badge provided to them.
- (d) While on site at any Terminal, a Site Attendee must comply at all times with:
 - (i) applicable Law, including the MTOFS Act as described in clause 5.7, all Chain of Responsibility Laws and all Laws relating to maritime safety and security, occupational health and safety, environmental protection, access and security;
 - (ii) the Conditions of Entry;
 - (iii) AAT's policies and procedures provided during induction, or (if they are different, including because they have been updated including as provided by clause 14.2) provided on arrival at the Terminal or published on the AAT website, including policies and procedures relating to:
 - (A) health, safety, emergency response procedures and environment;
 - (B) any rail interface or related rail operating arrangements at the Terminal;
 - (C) operating conditions for AAT rail facilities; and
 - (D) access and operating conditions for road movements at or within any Terminal, including:
 - (E) the AAT Traffic Management Plan;
 - (F) the AAT Prescribed Site Rules;
 - (G) the AAT Mobile Phone Safety Policy;
 - (H) the AAT Drug and Alcohol Policy;
 - (I) the AAT Code of Conduct; and
 - (J) the AAT Workplace Surveillance Standard; and
 - (iv) all directions given by AAT's representatives, a Regulator, the Port Lessor, Harbour Master or a Government Official:
 - (A) in respect of health, safety, environment, security and the efficient operation of the Terminal;
 - (B) in respect of the handling of any Dangerous Goods; and
 - (C) in any emergency.

5.4 Conduct

- (a) A Site Attendee must at all times while on site at or within the Terminal:
 - (i) be fit for duty;
 - (ii) be suitably skilled, trained, competent and experienced to perform their services, duties and functions at the Terminal;
 - (iii) hold all licences, authorisations, accreditations, competencies and certifications required to perform services or exercise the duties or functions that they undertake at the Terminal, including to operate equipment;
 - (iv) be medically fit for work;
 - (v) not bring on site, consume or be under the influence of alcohol or illicit drugs;
 - (vi) not be impaired by fatigue or other judgement-impairing factor;

- (vii) carry out any services, duties and functions in such a way that facilitates the safe, efficient and timely operation and utilisation of the Terminal and that does not unduly impede or interfere with the ability for AAT or any other user to carry out services, duties and functions at the Terminal;
- (viii) attend and remain on the Terminal site only in those areas required for the services, functions or duties they are to perform at the Terminal and for only so long as is necessary to perform those services, functions or duties;
- (ix) wear appropriate safety clothing, including high visibility and protective clothing, enclosed safety footwear and other personal protective clothing or equipment;
- (x) keep its work area at the Terminal clean and tidy;
- (xi) not obstruct, cause or contribute to the obstruction of, any firefighting or other safety or emergency equipment in the Terminal;
- (xii) not engage in:
 - (A) any unauthorised photography or video recording;
 - (B) any threatening, abusive, coarse, offensive or disruptive behaviour;
 - (C) any conduct that is negligent or unsafe; and
 - (D) workplace discrimination or harassment and not endorse or tolerate such discrimination or harassment;
- (xiii) not smoke, except in designated outdoor areas;
- (xiv) not bring pets on site; and
- (xv) participate in drug and alcohol testing carried out by or on behalf of AAT at a Terminal.

5.5 Dangerous Goods and equipment

- (a) A Site Attendee must not create or bring on site any Dangerous Goods, unless AAT has provided its written approval (including, with respect to Dangerous Cargo, in accordance with the Cargo Schedule).
- (b) AAT may refuse entry to, or request the removal from, the Terminal any vehicle or other equipment, if AAT reasonably considers that it is unsafe, defective or creates a risk to persons, property or the environment, and the Site Attendee must immediately comply with any such refusal or request.

5.6 Incident notification

A Site Attendee must:

- (a) immediately notify the Terminal guardhouse after becoming aware of any circumstance or incident that has caused damage or risks causing damage to persons, property or the environment at any Terminal, including potential health, safety and environmental risks or hazards;
- (b) at all times follow the emergency response procedures for a Terminal in the AAT Policies and Procedures; and
- (c) report all other incidents or matters to AAT as soon as practicable (and in any event before leaving the Terminal site).

5.7 Maritime Transport and Offshore Facilities Security Act

- (a) The *Maritime Transport and Offshore Facilities Security Act 2003* (Cth) (**MTOFS Act**) is a Law that establishes security requirements for maritime operations and offshore facilities.
- (b) A Site Attendee acknowledges and agrees that:
 - (i) it is aware of and understands:
 - (A) the requirements of the MTOFS Act;

- (B) that failure to comply with the MTOSF Act and certain requirements of the MTOSF Act may constitute an offence; and
- (C) that the MTOSF Act contains offences of strict liability, which may expose the Site Attendee to penalty (including imprisonment);
- (ii) a land-side restricted zone is in force at each Terminal, and access to each Terminal is controlled (and unauthorised entry to a Terminal is an offence);
- (iii) persons with an operational need to have unmonitored access to a maritime security zone (as this term is defined in the MTOFS Act) at least once per year are required to hold a valid Maritime Security Identification Card (**MSIC**). A person who holds a MSIC must clearly display the whole front of the MSIC on the outer clothing above the waist at all times when entering or remaining within a maritime security zone. Failure to correctly display a valid MSIC in a maritime security zone is an offence of strict liability and penalties apply;
- (iv) persons without a valid MSIC must be escorted inside a maritime security zone by a person with a valid MSIC. AAT may provide an escort where required. Security escort fees may be applicable and if so, must be paid prior to entry;
- (v) the MTOSF Act restricts the possession and carrying of weapons (as this term is defined in the MTOSF Act) in maritime security zones, through screening points and vessels, except in very limited circumstances (including where the person is a law enforcement officer). Failure to comply with such restrictions is an offence of strict liability; and
- (vi) AAT may report breaches of the MTOSF Act to a Government Official or the Department of Home Affairs.

5.8 Breaches of the Site Access Rules

- (a) Consistent with clause 3.2(a)(viii)(B), where AAT reasonably considers any Site Attendee has breached, or is likely to breach, the Site Access Rules, AAT may refuse to provide Site Access Services to that Site Attendee and may require the Site Attendee to leave the relevant Terminal immediately.
- (b) If at any time a Site Attendee becomes aware that it or any other Site Attendee has breached or is likely to breach, the Site Access Rules, the Site Attendee must immediately notify AAT and follow all directions to avoid, remedy or mitigate any such breach or anticipated breach.

6 Compliance

- (a) The User must:
 - (i) comply with all applicable Laws relating to its receipt of Terminal Services, the performance of its obligations and exercise of its rights under the Terminal Agreement; and
 - (ii) obtain and hold all licences, authorisations, accreditations and certifications required to perform services or exercise the duties or functions that the User undertakes at the Terminal.
- (b) The User must:
 - (i) maintain accurate books, records and documentation in connection with the User's receipt of Terminal Services, including any Site Access Services received by the User or any Personnel;
 - (ii) promptly provide AAT with:
 - (A) any information reasonably required by AAT to allow AAT to comply with its obligations under any applicable Law or any request by a Regulator, the Port Lessor, Harbour Master or a Government Official, including in connection with any work health and safety investigation;
 - (B) copies of, and allow AAT to inspect, any Safety Documentation (including any audits conducted in respect of the Safety Documentation) and any licences, authorisations,

accreditation and certifications referred to in clauses 4(c)(ii) or 6(a)(ii), if requested by AAT;

- (C) a certificate of currency for the Required Insurance upon request;
 - (D) independent credit checks or other evidence reasonably requested by AAT to verify the User's creditworthiness; and
 - (E) reporting as reasonably required by AAT as to the User's compliance with Modern Slavery Laws;
- (iii) demonstrate, on AAT's reasonable request, the User and its Personnel's compliance with any aspect of these General Terms; and
- (iv) notify AAT if:
- (A) the User receives a notice from a Regulator or Government Official concerning the User's access and use of a Terminal or any Terminal Services, unless doing so is prohibited by Law;
 - (B) it becomes aware that the User or its Personnel have engaged in Modern Slavery or any breach of Anti-Bribery and Corruption Laws; or
 - (C) it is or will be subject to any Sanctions.

7 Charges and Payment

7.1 Charges

- (a) The User must pay to AAT the Tariffs for the Terminal Services provided to the User, in accordance with any terms and as set out in:
 - (i) the Quote provided by AAT; or
 - (ii) if there is no applicable Quote, the applicable Tariff Schedule in force at the time of the provision of the Terminal Services.
- (b) AAT will publish the current Tariff Schedules on its website and will provide a copy to the User upon request.
- (c) The User must also pay any:
 - (i) Third Party Costs that are reasonably incurred by AAT in providing the Terminal Services; and
 - (ii) taxes, duties and government charges payable or in connection with the provision of the Terminal Services.
- (d) Unless expressly stated or agreed otherwise, all Charges are exclusive of GST.
- (e) AAT does not pay taxes, duties or government charges in respect of Cargo or Third Party Costs on behalf of Users and payment of these amounts remain the sole responsibility of the User.

7.2 Payment terms

- (a) Unless otherwise agreed with the User, AAT will invoice the User after any applicable Terminal Services have been provided. AAT will use its reasonable endeavours to issue any invoice within 4 Business Days of the completion of Terminal Services associated with a Vessel.
- (b) The User must pay each invoice within 14 days from the date of receipt of the invoice.
- (c) The User must pay AAT in full the amount invoiced without any deduction, set-off or counterclaim, provided that the User may withhold payment of an invoice or part of an invoice that the User genuinely disputes in good faith.
- (d) Where an invoice or part of an invoice is genuinely disputed by the User, the User must notify AAT of such payment dispute before the due date for payment and must pay any undisputed portion of the

invoice by the due date. If the User fails to notify of any such dispute before the due date for payment, or AAT (acting reasonably) notifies the User that AAT believes the dispute has not been raised genuinely and in good faith, the User must still make payment of the disputed amount by the due date (without affecting the right of the User to later dispute the payment). The parties must attempt to resolve any dispute regarding an invoice in good faith within 7 days and otherwise either party may refer the matter to be resolved in accordance with clause 8.1. The User will promptly (within no less than 2 days) pay any disputed amount that is subsequently found to be correctly payable or any revision to that amount as determined in accordance with that process or agreed with AAT.

- (e) If the User fails to pay any amounts when due under paragraph (b), including if the User withholds payment of any amount which is subsequently found to be correctly payable by the User, the User must pay interest on the unpaid amounts at the Default Rate, from the date that amount was due under paragraph (b) until the date the amount is paid.

7.3 GST

- (a) Words and expressions used in this clause 7.3 which have a defined meaning in the A New Tax System (Goods and Services Tax) Act (**GST Act**) have the same meaning in this clause as in the GST Act.
- (b) If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**receiving party**) must also pay to the supplying party an amount (**GST amount**) equal to the GST payable in respect of the supply.
- (c) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (d) If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, where the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, it will be increased under paragraph (a) if the payment is consideration for a taxable supply.
- (e) If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under paragraph (a) will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8 Disputes

8.1 Disputes

- (a) Nothing in this clause 8 restricts or limits any rights that a User has to bring a dispute under and in accordance with the Undertaking, provided that if a User has had a dispute determined under the Undertaking it may not raise a dispute in respect of substantially the same subject matter under this clause 8.
- (b) A party must not commence any court proceedings relating to a Dispute unless it has complied with the provisions of this clause 8.1, except where a party seeks urgent injunctive relief.
- (c) A party claiming that a Dispute has arisen must give notice to the other party with reference to this clause and setting out the nature of the Dispute (**Dispute Notice**).
- (d) Following receipt of a Dispute Notice, the parties will attempt to resolve the Dispute by negotiation using the following procedure:
 - (i) within ten (10) Business Days after the date of a Dispute Notice, representatives of each party must meet in person or via video conference and use their best efforts to resolve the Dispute by negotiation;

- (ii) if those representatives are unable to resolve the Dispute within fourteen (14) Business Days after the date of their first meeting under paragraph (i), senior representatives of each party must promptly meet to discuss, and use their best efforts to resolve, the Dispute; and
- (iii) if the senior representatives are unable to resolve the Dispute within fourteen (14) Business Days of their meeting under paragraph (ii), then either party may have recourse to litigation or other dispute resolution processes.
- (e) All aspects of the meetings referred to in paragraph (d), except the fact of their occurrence, must be kept confidential and all communications between representatives at the meeting are made on a without prejudice basis.

8.2 Performance of obligations pending resolution of Dispute

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under the Terminal Agreement to the extent that those obligations are not the subject matter of the Dispute.

9 Insurance

- (a) As between the User and AAT, the User is solely responsible for maintaining appropriate and adequate insurance in connection with its access to and use of the Terminal.
- (b) The User must, and must ensure that its Personnel (to the extent such Personnel are not covered under the User's insurance policies), maintain in force with a reputable insurance company the following insurance policies:
 - (i) public and products liability insurance covering the potential liability of the User and its User Personnel at the Terminal, including sudden and accidental pollution occurrences, with a minimum cover per claim of \$20 million (and in the aggregate, in respect of products liability);
 - (ii) if the User or its Personnel operate any motor vehicle at a Terminal, comprehensive motor vehicle insurance, to cover damage to third party property and for personal injury or death arising out of the use of such motor vehicle with a minimum cover per claim of \$20 million;
 - (iii) insurance to cover loss or damage to any User Equipment, Cargo, Transport Vehicles and Vessels of the User or its Personnel, which may include appropriate marine insurance, with each item of User Equipment and Cargo and each Transport Vehicle and Vessel being insured for not less than its full replacement value; and
 - (iv) all insurances required by Law, including any relevant workers or accident compensation legislation,
(the **Required Insurance**).
- (c) Any public liability insurance policy under paragraph (b)(i) must:
 - (i) include an extension to cover liabilities arising from registered motor vehicles while being used as a tool of trade and liabilities arising out of the operation of non-registered plant and equipment;
 - (ii) note AAT as an interested party, or provide principal's liability cover, for any AAT liability arising out of the acts or omissions of the User and, to the extent permitted by Law, waive all express and implied rights of subrogation against AAT and its Personnel (but only to the extent of AAT's vicarious liability arising out of the acts or omissions of the User); and
 - (iii) provide that a breach of a condition by the User must not impact or affect the rights and interests of AAT.
- (d) The User must immediately notify AAT if any Required Insurance policy is cancelled or an event occurs at the Terminal which may allow a claim or affect the rights of AAT under such policy.

10 Liability

10.1 Disclaimer of warranties and guarantees

- (a) Subject to any Non-Excludable Provision, all express or implied guarantees, warranties, representations, or other terms and conditions relating to the Terminal Agreement or its subject matter, not contained in the Terminal Agreement, are excluded from the Terminal Agreement to the maximum extent permitted by Law.
- (b) Nothing in the Terminal Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited (a **Non-Excludable Provision**).
- (c) If any Non-Excludable Provision is implied or imposed in relation to the Terminal Agreement and AAT is able to limit the User's remedy for a breach of the Non-Excludable Provision, then the liability of AAT for breach of the Non-Excludable Provision is limited to one or more of the following at AAT's option:
 - (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

10.2 General liability cap

- (a) Subject to any Non-Excludable Provisions, clauses 10.2(b) and 10.5, and to the maximum extent permitted by Law, AAT's maximum aggregate liability for all Losses suffered or incurred by the User in relation to physical loss or damage to any item of the kind set out in the first column of the following table, is in respect of any single event or series of related events limited to the maximum amount set out in the second column for that item:

Item	Maximum liability
Cargo	\$20,000, per item of Cargo For clarity this cap applies in respect of an item of Cargo and its related parts. For example, each Container and its contents will be considered one item of Cargo; each piece of Project Cargo will be considered one item; and each packaged item of General Cargo (e.g. a pallet and its contents, or a box and its contents) will be considered one item. For the purposes of Bulk Cargo, the Bulk Cargo in: (i) one cell of a shed, (ii) one silo, (iii) one hold in a vessel, or (iv) one truckload, or any similarly identifiable quantity of Bulk Cargo in one confined space, will be treated as one item of Bulk Cargo.
Transport Vehicles and User Equipment	\$150,000 per Transport Vehicle or item of User Equipment
Vessels	\$250,000 per Vessel

- (b) Subject to any Non-Excludable Provisions, clause 10.5, and to the maximum extent permitted by Law, AAT's maximum aggregate liability for all Losses suffered or incurred by the User under or in relation to the Terminal Agreement or its subject matter (including under paragraph (a)), whether in contract,

tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is in respect of any single event or series of related events limited to \$500,000.

10.3 Consequential Loss

Subject to any Non-Excludable Provisions, clause 10.5 and to the maximum extent permitted by Law, AAT will not be liable to the User for, and no measure of damages will include, any Consequential Loss, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

10.4 Exclusion of liability

Subject to the Non-Excludable Provisions, clause 10.5 and to the maximum extent permitted by Law, AAT will have no liability to the User for:

- (a) the acts and omissions of any other User, Other Terminal Party, Regulator or third party (other than AAT Personnel);
- (b) loss or damage to tangible property (including User Equipment, Cargo, Transport Vehicles and Vessels) arising from Weather, except to the extent caused by any grossly negligent act or omission of AAT or its Personnel; or
- (c) Losses suffered or incurred by the User as a result of the exercise by AAT of any of its rights in respect of any Other Terminal Party, under and in accordance with the Terminal Agreement.

10.5 Uncapped matters

The exclusions and limitations in clauses 10.2, 10.3 and 10.4 do not limit AAT's liability for:

- (a) any personal injury, sickness or death that is caused by any negligent act or omission of AAT or its Personnel; or
- (b) fraud, or wilful or criminal misconduct.

10.6 User indemnities

- (a) The User indemnifies AAT and its Personnel (**AAT Indemnified Persons**) against any and all Losses suffered or incurred by the AAT Indemnified Persons in connection with:
 - (i) any Claim made against the AAT Indemnified Persons by any other User, Other Terminal Party or third party arising from the User's breach of the Terminal Agreement;
 - (ii) any Claim made against the AAT Indemnified Persons by User Personnel, excluding any Claim made against AAT in respect of AAT's negligent act or omission; and
 - (iii) the User, or the User Personnel's, failure to comply with Law,except to the extent caused or contributed to by any wrongful act or omission of the AAT Indemnified Persons.
- (b) The User indemnifies AAT for any and all Losses suffered or incurred by AAT as a result of any wrongful act or omission of the User that prevents AAT from providing Terminal Services to any other User.

11 Force Majeure

- (a) A party will not be liable for a failure or delay (other than an obligation to pay money) under the Terminal Agreement to the extent caused by a Force Majeure Event.
- (b) The impacted party must promptly notify the other party of the Force Majeure Event, and its likely impact. The impacted party must also take reasonable steps to avoid, minimise and overcome the impact.

12 Termination

12.1 Termination

Either party may terminate the Terminal Agreement with immediate effect by giving written notice to the other party where:

- (a) the other party becomes subject to an Insolvency Event;
- (b) the other party commits a material breach of the Terminal Agreement which is incapable of remedy;
- (c) the other party commits a material breach of the Terminal Agreement and fails to rectify the breach within 14 days;
- (d) a Force Majeure Event affecting either party has not ceased after 30 Business Days; or
- (e) the other party is the User, any invoice issued by AAT and payable by the User is more than 60 days overdue and there is no genuine dispute between AAT and the User in respect of the overdue amounts.

12.2 Effect of termination

- (a) On termination of the Terminal Agreement:
 - (i) AAT will be entitled to invoice for any Charges owed which have not been invoiced prior to termination;
 - (ii) AAT may direct the User to collect or remove any User Equipment, Cargo and Transport Vehicles of the User or its Personnel, by a date nominated by AAT (which must be no less than 7 days after the date of AAT's notice). If any such Cargo has not be removed by that date, AAT may exercise its rights of sale or disposal under section 7.4 of Schedule 2; and
 - (iii) subject to paragraph (ii), the provision of Terminal Services at each Terminal will cease.
- (b) Termination of the Terminal Agreement does not affect any accrued rights or remedies of either party.
- (c) This clause 12 and clauses 4, 6(b), 7, 8, 9, 10, 13, 14.1, 14.4, 14.5, 14.6, 14.9 and 14.11 survive termination of the Terminal Agreement, and any other provisions (including in the Schedules) which by their nature survive termination or expiry of this Terminal Agreement.

13 Confidentiality

- (a) The User may only use Confidential Information it accesses, obtains or learns in connection with this Terminal Agreement, which includes any Confidential Information of AAT, another User and any information contained in a ship manifest, for the purposes of performing its obligations, and exercising its rights, under the Terminal Agreement, and subject to the following must keep such Confidential Information confidential.
- (b) The User may only disclose Confidential Information it accesses, obtains or learns in connection with this Terminal Agreement:
 - (i) to its Personnel and professional advisors who need to know such Confidential Information, in which case the User must ensure that any such recipient keeps such information confidential on the same basis as required by this clause 13;
 - (ii) to the Independent Auditor or any Independent Price Expert or Independent Non Price Expert appointed under the Undertaking;
 - (iii) if and to the extent required by Law, provided that the User must consult with AAT in relation to the manner and timing of that disclosure; or
 - (iv) with the prior written consent of AAT.

- (c) AAT may only use the Confidential Information of the User for the purposes of performing its obligations, and exercising its rights, under the Terminal Agreement, and subject to the following must keep such Confidential Information confidential.
 - (d) AAT may only disclose the Confidential Information of the User:
 - (i) in accordance with paragraphs (b)(i) to (b)(iii) (as though references to the User in those paragraphs were to AAT, and references to AAT in those paragraphs were to the User);
 - (ii) to a Regulator, the Port Lessor, Harbour Master, or a Government Official where necessary to provide a report to or respond to a request made by that person to AAT; and
 - (iii) with the prior written consent of the User.
 - (e) A party must immediately inform the other party if the first party becomes aware of any actual or suspected disclosure by the first party or its Personnel of Confidential Information in breach of this clause.
-

14 General

14.1 Notices and electronic communications

- (a) A notice, consent or approval given under the Terminal Agreement must be in writing and in legible English.
- (b) AAT provides a subscribe function on the AAT website which allows a person to elect to receive email alerts from AAT. A person can elect to receive email alerts relating to topics nominated by the person in the relevant web form.
- (c) The User acknowledges that in order to receive notices from AAT about the Terminal Agreement and Terminal operations, the User must:
 - (i) provide AAT with an email address that is monitored by the User and able to receive email notifications from AAT; and
 - (ii) subscribe to receive email alerts on topics relevant to the User (including this Terminal Agreement and any Terminal Services relevant to the User), using the subscribe function on the AAT website.
- (d) AAT may provide notice to the User by:
 - (i) sending an email to the User's email address;
 - (ii) where the notice is of general effect (i.e. may impact the User and other kinds of Users), publishing a notice or document on AAT's website and sending a notice by email to subscribers who have elected to receive email alerts on that topic or a related topic; or
 - (iii) in respect of any notice of variation to the Terminal Agreement:
 - (A) publishing the amended or updated Terminal Agreement on AAT's website and sending a notice by email to subscribers who have elected to receive email alerts in connection with the Terminal Agreement and its subject matter; or
 - (B) providing a reference to the amended Terminal Agreement in any further or subsequent correspondence with a User, including any notification or direction issued by AAT to the User,

provided that operational communications (for example, the communication of Labelling Requirements), may be provided to the User using the User's operational channels or the contact details of User representatives that are provided to AAT.

- (e) The User may provide notice to AAT by sending by post or email to:

AAT

Address: Level 27, 45 Clarence St, Sydney, NSW, 2000

Email address: [to be inserted]

provided that:

- (i) operational communications (for example, the submission of Required Information), may be provided to AAT using AAT operational channels or the contact details of AAT representatives that are provided to the User; and
 - (ii) non-price disputes may be notified using the web form set up for this purpose on AAT's website.
- (f) A notice given in accordance with paragraphs (d) or (e) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
- (i) if sent by post, 2 Business Days after the date of posting;
 - (ii) if sent by email, 10 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives a message that the email has not been delivered; and
 - (iii) if submitted in accordance with paragraph (e)(ii), 10 minutes after the time the AAT website confirms the web form has been successfully submitted (as recorded on AAT's web server).

14.2 Variation of the Terminal Agreement

- (a) Subject to paragraph (c), AAT may vary the Terminal Agreement at any time by providing at least 90 days' notice to the User, provided that:
- (i) where there is a change in Law, or if the ACCC or the Independent Auditor, makes a legally binding direction to AAT, which AAT considers requires a variation to be made to the Terminal Agreement, AAT may vary the Terminal Agreement to take into account that change or direction on less than 90 days' notice, by providing as much notice as reasonably possible to affected Users (which may include immediate notice);
 - (ii) in relation to any variation to a Tariff which is a Charge as defined in the Undertaking, AAT may only vary the relevant Tariff each year in accordance with the Undertaking;
 - (iii) AAT may vary the AAT Policies and Procedures by publishing the updated AAT Policies and Procedures on the AAT website and sending a notice by email to subscribers who have elected to receive email alerts in connection with the Terminal Agreement and its subject matter; and
 - (iv) if any alternate process for variation applies to the variation of a document comprising the Terminal Agreement (other than these General Terms), then that process will apply to the variation of that document.
- (b) The User acknowledges that the AAT Policies and Procedures are living documents which outline operational procedures and processes including for health, safety, security and environmental protection at each Terminal. The AAT Policies and Procedures are updated regularly (and in some cases, such as the AAT Traffic Management Plan, can be updated daily). The User acknowledges its responsibility to:
- (i) subscribe to receive email alerts on topics relevant to the User (including this Terminal Agreement and any Terminal Services relevant to the User), as described above; and
 - (ii) review, and ensure that its Personnel review, the AAT Policies and Procedures, and any relevant subscriber email alerts, in accordance with the Site Access Rules before physically attending the Terminal site.
- (c) Amendments made to Tariffs applying to matters governed by the Undertaking, will be made in accordance with the Undertaking.

14.3 Privacy

- (a) AAT may collect personal information of the User and User Personnel, including in the course of providing Site Access Services, such as identification information, video surveillance footage and information collected in connection with any drug and alcohol testing that is carried out.
- (b) Where the User discloses or provides AAT or its Personnel with access to personal information (of the User or User Personnel) under or in connection with the Terminal Agreement, the User must take all steps required under the Privacy Act to allow the collection and use of that personal information by AAT and AAT Personnel for purposes related to the Terminal Agreement and the conduct of AAT's business without AAT needing to provide any additional notices or obtain any additional consents.

14.4 Intellectual Property Rights

- (a) AAT, its licensors, supplier or subcontractors, remain the owner of all AAT Materials, including all Intellectual Property Rights in them.
- (b) AAT grants the User a non-exclusive, non-transferable, limited licence to use the AAT Materials for the purposes of receiving Terminal Services. Except as expressly provided in the Terminal Agreement, the User does not obtain any right, title or interest in or to the AAT Materials.

14.5 Entire Agreement

- (a) Nothing in the Terminal Agreement limits any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the term of the Terminal Agreement, where such liability cannot be excluded (including under the Australian Consumer Law).
- (b) Subject to paragraph (a) and the terms of the Undertaking, the Terminal Agreement forms the entire agreement between AAT and the User in relation to its subject matter and to the maximum extent permitted by Law, replaces and supersedes all past discussions, representations, agreements or understandings, whether written or oral.

14.6 No waiver

- (a) The failure by any party at any time to exercise or enforce any of its powers, remedies or rights under the Terminal Agreement will not constitute a waiver of those powers, remedies or rights or affect that party's rights to exercise or enforce those powers, remedies or rights at any time.
- (b) Any single or partial exercise of any power, remedy or right does not preclude any other or further exercise or partial exercise of any other power, remedy or right under the Terminal Agreement.

14.7 Assignment

- (a) The User may not assign its rights under the Terminal Agreement except with the prior written consent of AAT, not to be unreasonably withheld.
- (b) AAT may by notice to the User assign its rights or novate its rights and obligations for the purposes of an internal restructure or in connection with the sale of some or all of its assets. AAT may not otherwise assign its rights under the Terminal Agreement without the User's consent, not to be unreasonably withheld.

14.8 Subcontracting

AAT may use subcontractors to perform its obligations under the Terminal Agreement. AAT remains responsible for the performance of its obligations, except as set out in the Terminal Agreement.

14.9 Relationship of the parties

Except as expressly provided in the Terminal Agreement, nothing in the Terminal Agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust, and neither party has authority to bind the other party.

14.10 Severability

Any provision of the Terminal Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the Terminal Agreement enforceable, unless this would materially change the intended effect of the Terminal Agreement.

14.11 Governing Law:

The laws in New South Wales apply to the Terminal Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule 1 Dictionary and interpretation

1 Dictionary

AAT means Australian Amalgamated Terminals Pty Ltd ABN 13 098 458 229.

AAT Equipment means equipment at the Terminal that is owned or leased by AAT.

AAT Materials means any material, software documents, reports, data, information, logos, designs, trademarks, names and symbols provided to the User under the Terminal Agreement, including the AAT Policies and Procedures.

AAT Policies and Procedures means the policies and procedures referred to in clause 5.3(d)(iii).

ACCC means the Australian Competition and Consumer Commission.

Anti-Bribery and Corruption Laws means:

- (a) the Australian *Criminal Code Act 1995* (Cth);
- (b) the United States of America Foreign Corrupt Practices Act of 1977;
- (c) the United Kingdom Bribery Act 2010; and
- (d) any other applicable Law which has as its objective the prevention of bribery and corruption.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Automotive and RoRo Cargo means cargo that is a car, or that is a wheeled or tracked, self propelled or towed unit that is not a car, including a bus, truck, mobile home, motorcycle, mining and agricultural machinery, trailer and caravan.

Berthing Protocols means the berthing priority rules and protocols at the relevant Terminal.

Bill of Lading means a bill of lading and any other contract for carriage for the relevant Cargo.

Bulk Cargo means cargo that is unpackaged or loose (such as grain, mineral sand or fertiliser) or which constitute liquids (such as oil), that are not containerised.

Business Day means Monday to Friday excluding public holidays in the State of the relevant Terminal.

Cargo means cargo in respect of which the User receives Cargo Services, which may include Automotive and RoRo Cargo, Bulk Cargo, General Cargo or Project Cargo, and Container Cargo.

Cargo Schedule means Schedule 2.

Cargo Services has the meaning given in section 1.2(a) of Schedule 2.

Carrier means any person who is responsible for the transport or carriage of Cargo, including a Shipping Line or Transport Operator, but for clarity, excludes AAT.

Chain of Responsibility Laws means the laws concerning chain of responsibility in the Heavy Vehicle National Law implemented in each jurisdiction in Australia (including the *Heavy Vehicle National Law (ACT) Act 2013* (ACT), *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW), *Heavy Vehicle National Law Act 2012* (Qld), *Heavy Vehicle National Law (South Australia) Act 2013* (SA), *Heavy Vehicle National Law (Tasmania) Act 2013* (Tas), *Heavy Vehicle National Law Application Act 2013* (Vic) and associated regulations).

Charges means the Tariffs and any Third Party Costs.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against that party, however arising and whether present, unascertained, future or contingent.

Conditions of Entry has the meaning given in clause 5.2.

Confidential Information means information (including information in the form of documents or any other form of media, and information that is learned in the form of observable techniques, processes and know-

how) about a person which is by its nature confidential, designated by as confidential, or which the recipient of the information ought reasonably to know in the circumstances is confidential, and which is not otherwise publicly known.

Consequential Loss means:

- (a) demurrage;
- (b) loss of income and profit; and
- (c) any loss or damage which does not arise naturally (that is, according to the usual course of things) from the breach or other act or omission giving rise to the relevant liability.

Container means any package, case, vehicle, container, trailer, railcar, transportable tank, flat, pallet, bolster or other article of transport or other thing used or designed to be used to convey, carry, contain, consolidate, protect or support, and that may contain, goods, including any contents.

Contaminants means chemical, physical or other contaminants which present or may present a quality risk, food safety risk or processing hazard, including any residue of such contaminants.

Corporations Act means the *Corporations Act 2001* (Cth).

Dangerous Goods means the substances, materials and articles that are covered by the International Maritime Dangerous Goods Code or that are otherwise considered hazardous because of noxious, flammable, explosive, flammable, corrosive, volatile or radioactive nature or properties.

Dangerous Cargo means Cargo that is damaged, structurally unsound, is otherwise dangerous or potentially damaging Cargo that might injure or damage people, property or the environment, or is Cargo that constitutes Dangerous Goods.

Default Rate means a rate that is 4% above the cash rate target determined by the Reserve Bank of Australia applicable during the period that the amount is overdue.

Departure Time means the time nominated for a Vessel to depart from the berth, including as that time is amended in accordance with section 3(a) or 3(c) of Schedule 3.

Dispute means a dispute in connection with the Terminal Agreement.

Dispute Notice has the meaning given in section 8.1(c).

Force Majeure Event means:

- (a) an act of God, Weather, explosion or fire;
- (b) strikes or other industrial action, other than strikes or other industrial action primarily involving some or all of a party's employees;
- (c) expropriation, restraint, prohibition or other frustrating or restraining act or occurrence directed at or affecting a party and prohibiting or restraining the conduct of that party effected by Act of Parliament, legally enforceable order of any Regulator, or court of competent jurisdiction whether local, State, Federal or in any other jurisdiction;
- (d) war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil disorder, civil commotion, martial law, national emergency (whether in fact or law), pandemic or epidemic; or
- (e) any other event which is beyond the reasonable control of the affected party.

Forecast Charges means AAT's reasonable estimate of the Charges that will be payable by a User in respect of the Terminal Services AAT expects are likely to be provided by AAT, having regard to any information provided by the User and AAT's experience of providing Terminal Services to the User or other Users.

General Cargo means cargo that is transported as one packaged item, for example, a pallet or a box, excluding Project Cargo and Container Cargo.

General Terms means clauses 1 to 14 of, and the Schedules to, these General Terms.

Government Official means:

- (a) an officer, employee, agent or representative of:
 - (i) a government department or agency, or Regulator;
 - (ii) a government-owned instrumentality (such as a state-owned enterprise); or
 - (iii) a public international organisation;
- (b) a person who holds or performs the duties of an appointment, office or position under a Law or pursuant to local custom or convention; or
- (c) a legislative or judicial office holder, military appointee, or authorised intermediary (or persons who hold themselves out as being authorised intermediary) of officials,

including a Harbour Master.

Handling Services has the meaning given in section 1.2(a)(ii) of Schedule 2.

Harbour Master means the harbour master or their delegate engaged for the relevant Terminal pursuant to applicable Law.

Hours of Operation has the meaning given in clause 3.3(a).

Independent Auditor means an Independent Auditor appointed under the Undertaking.

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order appointing a liquidator or provisional liquidator to that person or its business, or one of them is appointed, whether or not under an order;
- (b) an application is made to a court for an order, or an order is made, that the person or its business be wound up;
- (c) that person enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium, or other administration (other than a solvent reconstruction) involving any of them;
- (d) that person resolves to wind itself up or otherwise dissolve, or gives notice of an intention to do so;
- (e) that person is unable to pay its debts when they fall due;
- (f) as a result of the operation of section 459F(1) of the Corporations Act or any corresponding legislation, that person is taken to have failed to comply with a statutory demand;
- (g) that person makes a statement from which it may be reasonably deduced that it is subject to an event described in section 459C(2)(b) or section 585 of the Corporations Act or any corresponding legislation;
- (h) that person takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to that person;
- (i) it ceases to carry on business or threatens to do so; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Labelling Requirements means the notification, documentation, description or labelling requirements specified by AAT for Cargo.

Law means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by any central government (including any State or Territory governance), Commonwealth, or any local government, and includes common law and the principles of equity as applicable from time to time, and any applicable industry codes of conduct or codes of practice, including port regulations, Modern Slavery Laws, Sanctions, Anti-Bribery and Corruption Laws.

Loss means all losses, liabilities, fines, penalties, damages, claims and interest, and all related costs and expenses (including labour costs and any and all legal costs), and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties, and labour costs).

Modern Slavery means conduct defined as “modern slavery” in the *Modern Slavery Act 2018* (Cth).

Modern Slavery Laws means the:

- (a) *Modern Slavery Act 2018* (Cth);
- (b) Divisions 270 and 271 of the *Criminal Code 1995* (Cth); and
- (c) any other Laws or regulations in respect of anti-Modern Slavery Laws, in Australia or anywhere else in the world.

MSIC has the meaning given in clause 5.7(b)(iii).

MTOSF Act means the *Maritime Transport and Offshore Facilities Security Act 2003* (Cth).

Non-Excludable Provision has the meaning given in clause 10.1(b).

Open Access Conditions has the meaning given to this term in the Undertaking.

Operational Constraints has the meaning given in clause 3.4(a)(i).

Other Terminal Parties means parties other than AAT that provide services or perform duties or functions at the relevant Terminal, which other parties may also be other Users and may include stevedores, shipping lines, transport operators, other service providers and Government Officials such as quarantine officers.

PDI Operator means a pre-delivery and inspection operator.

Personnel of a party means officers, employees, agents and subcontractors of that party, and includes officers, employees, agents and subcontractors of any subcontractor.

Port Lessor means the lessor of the Terminal.

PPSA means the *Property Properties and Securities Act 2009* (Cth).

Privacy Act means the *Privacy Act 1988* (Cth).

Project Cargo means bulky or heavy items of cargo that require specific equipment, planning and expertise to discharge from or load onto a vessel or Transport Vehicle, including windfarm blades, other windmill componentry and tunnel boring machines.

Quarantine Services has the meaning given in section 1.2(a)(iii) of Schedule 2.

Quay Side Schedule means Schedule 3.

Quay Side Services means the allocation of a berth to a Vessel and the provision of facilities to enable a Vessel to arrive and depart from a berth.

Quote means a quote provided by AAT in respect of Terminal Services that has been accepted by a User (in writing, electronically (including by email) or by conduct, including where the User proceeds to receive relevant Terminal Services the subject of the quote).

Receival and Delivery Services has the meaning given in section 1.2(a)(i) of Schedule 2.

Receival Standards means any receival standards in place at the relevant Terminal that are applicable to a particular kind of Cargo.

Regulator means any government or any regulatory, supervisory, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or

entity, including the Australian Competition and Consumer Commission, the Australian Border Force, Department of Agriculture Water and the Environment and the Australian Maritime Safety Authority.

Release Request means a system generated document produced by AAT containing information relevant to Cargo that is cleared to be collected by a User.

Required Information means:

- (a) a complete description of the Cargo, including packaging, weight, content, dimensions (being length at longest point, width at widest point and height at highest point), quality, quantity, condition, marks and numbers;
- (b) any instructions concerning the receipt, handling (including lifting instructions and prescribed lifting points), care, control or storage of the Cargo having regard to the nature and packaging of the Cargo and whether the Cargo is Weather Sensitive Cargo;
- (c) information about the condition of the Cargo;
- (d) in respect of any Dangerous Cargo, the fact that the Cargo is Dangerous Cargo and a full description of the Cargo and stowage instructions (including the chemical and physical properties);
- (e) in respect of Automotive or RoRo Cargo, the vehicle identification number where applicable;
- (f) in respect of Containers:
 - (i) an accurate VGM declaration; and
 - (ii) whether the Containers are temperature controlled and any instructions concerning the receipt, handling, care, control or storage of the Containers having regard to the nature and packaging of the Containers (including any temperature range and instructions relating to refrigerated Containers);
- (g) in respect of Bulk Cargo, the material safety data sheet; and
- (h) any other information, specifications or instructions that a reasonable person in the position of the User would provide to AAT having regard to the Cargo to be delivered to the Terminal and the Cargo Services that may be performed by AAT in respect of that Cargo.

Required Insurance has the meaning given in clause 9(b).

Safety Documentation means safe work method statements, risk assessments, job safety analyses, incident investigation and reporting procedures, drug and alcohol procedures, employee assessment and competency training and any other documentation relating to the safety of any services, duties or functions to be performed at the Terminal.

Sanctions means any sanctions, prohibitions, guidance, directions, orders, 'Restricted Persons List' or other similar list issued by a Regulator in relation to import/export control laws, regulations or any other trade compliance which adversely affects either the exercise of rights or the performance of obligations by AAT or the User under the Terminal Agreement.

Scanners means the handheld scanners provided by AAT, which provide access to the Terminal Operating System.

Security Interest has the meaning given in the PPSA.

Services Schedules means, where the User has received or will receive:

- (a) Cargo Services, the Cargo Schedule; and
- (b) Quay Side Services, the Quay Side Schedule; and
- (c) Transport Operator Services, the Transport Operator Schedule.

Shipping Line means the person who owns, charters or operates a Vessel that:

- (a) has been engaged by a person to transport Cargo to or from a Terminal; or
- (b) is a cruise or navy ship.

Site Access Rules has the meaning given in clause 5.1(a).

Site Access Services has the meaning given in clause 3.1(a).

Site Attendee has the meaning given in clause 5.1(b).

Stevedore means a stevedore that is licensed to operate at the Terminal.

Stacking Area means a part of the Terminal that AAT has from time to time allocated to a Stevedore to facilitate the discharge of a Vessel.

Storage Services has the meaning given in section 1.2(a)(iv) of Schedule 2.

Tariff means the amount payable for any Terminal Service as set out in the Tariff Schedule or any Quote.

Tariff Schedule means the tariff schedule that is in effect at the relevant Terminal and available at the AAT website.

Terminal means each terminal, including the terminal site and facilities, and each berth, at which the User is receiving, or wishes to receive, Terminal Services, which may be:

- (a) Appleton Dock in Victoria;
- (b) Port Kembla in New South Wales;
- (c) Fisherman Islands in Queensland; or
- (d) Webb Dock West in Victoria.

Terminal Agreement has the meaning given in clause 1.1(c).

Terminal Operating System means the computerised system used by AAT, Users and Other Terminal Parties to manage Cargo movements through the Terminal.

Terminal Services has the meaning given in clause 3.1(b).

Third Party Costs means the costs, charges, fees, imposts or levies that are payable by AAT to any third party arising from the provision of the Terminal Services to the User, but excluding those costs that AAT becomes liable to pay in connection with the ordinary operation of its business, including wages, salaries and fees for AAT Personnel.

Transport Operations means the operations of a Transport Operator at the Terminal, including the movement of Cargo by a Transport Operator within the Terminal, and the collection and surveying of Cargo.

Transport Operator means the person owning or operating a Transport Vehicle that has been engaged by a User to transport Cargo to or from a Terminal, including a PDI Operator.

Transport Operator Schedule means Schedule 4.

Transport Operator Services means the services provided by AAT specifically to Transport Operators under Schedule 4.

Transport Vehicles means a truck, train, road vehicle or rail wagon, but excludes any such transport vehicle that arrives at the relevant Terminal as Cargo and any Vessel.

Undertaking means the Undertaking to the Australian Competition and Consumer Commission given under section 87B of the Competition and Consumer Act 2010 (Cth) by Australian Amalgamated Terminals Pty Ltd ACN 098 458 229, Melbourne International RoRo & Auto Terminal Pty Ltd ACN 163 814 364 and Qube Holdings Limited ACN 149 723 053, dated 9 April 2025.

Unsuitable Cargo has the meaning given in section 2.4(a) of Schedule 2.

User means any of the following persons:

- (a) a Shipping Line;
- (b) a consignee (being any person to whom Cargo is consigned);
- (c) a Transport Operator; and
- (d) any other person who accesses a Terminal, other than a Stevedore.

User Equipment means equipment owned by the User or equipment that the User brings to and is responsible for at the Terminal (excluding AAT Equipment).

VBS means the vehicle booking system made available by AAT.

Vessel means a vessel that has berthed or intends to berth at the Terminal.

Weather means all weather conditions, including sun exposure, air temperature, atmospheric pressure, humidity, precipitation, wind, rain, storm (including thunderstorm and hailstorm), lightning strike, meteor strike, abnormally high or low tidal events (including king tides and the lowest astronomical tide), storm surge, tsunami, flood, earthquake, landslide, cyclone, typhoon or hurricane.

Weather Sensitive Cargo means Cargo that is at risk of damage, spoiling, contamination, decay or destruction due to general weather, such as rain and sun.

2 Interpretation

In these General Terms, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the General Terms;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly', 'for example' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to these General Terms;
 - (vi) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
 - (vii) a monetary amount is in Australian dollars; and
- (g) in determining the time of day, where relevant to this Agreement, the relevant time of day is (for the purposes of giving or receiving notices) the time of day where a party receiving a notice is located, or (for any other purpose under this Agreement) the time of day in the place where the party required to perform an obligation is located.

Schedule 2 Cargo Services

1 General

1.1 Application of this Schedule

This Schedule 2 sets out the terms that apply where a User receives Cargo Services or handles Cargo at any Terminal.

1.2 Cargo Services

- (a) **Cargo Services** refers to any services provided by AAT in respect of Cargo, including:
- (i) **Receival and Delivery Services** – services provided by AAT for:
 - (A) the receival of Cargo delivered to the Terminal by a Shipping Line or Transport Operator; and
 - (B) facilitating the collection of Cargo from the Terminal by a User (typically a Shipping Line or Transport Operator);
 - (ii) **Handling Services** – services provided by AAT for the handling, movement or processing of Cargo at the relevant Terminal, including crane lifts, jump starts (in respect of Automotive or RoRo Cargo) and actions taken in respect of Unsuitable Cargo under section 2.4;
 - (iii) **Quarantine Services** – services provided by AAT in respect of Cargo to meet quarantine, customs or export requirements applicable to that Cargo, including inspection services, washing, fumigation, application of salt rings and cleaning services (**Quarantine Services**); and
 - (iv) **Storage Services** – services provided by AAT in respect of the storage of Cargo at the relevant Terminal.
- (b) The Cargo Services supplied by AAT to a User may be more specifically defined or agreed with the User, from time to time, for example, in a Tariff Schedule or Quote.
- (c) The User agrees that it will acquire those Cargo Services that AAT reasonably determines are necessary to provide in order for the Cargo to be processed through the Terminal efficiently. For example, AAT may determine that Cargo Services are necessary:
- (i) based on the condition of particular Cargo, i.e. in accordance with section 2.4 or for example if Automotive or RoRo Cargo requires a jump start in order to move that Cargo throughout the Terminal, AAT will provide those Handling Services;
 - (ii) to preserve the Cargo or secure the safety, storage, carriage or shipment of the Cargo;
 - (iii) based on Operational Constraints, i.e. if the User has failed to remove Cargo from the Terminal, AAT may provide Handling Services to move the Cargo from one storage area of the Terminal to another in order to accommodate new Cargo received at the Terminal;
 - (iv) due to information (including the Required Information) provided by the User being inaccurate, misleading or incomplete; and
 - (v) based on the directions or decisions of a Regulator or Government Official, i.e. if a Government Official notifies AAT that Automotive or RoRo Cargo delivered to the Terminal requires Quarantine Services in order to be collected from the Terminal, AAT will provide those Quarantine Services.
- (d) The User may also request that AAT provide particular Cargo Services, in which case section 2.1 may apply.

1.3 Limitations

AAT is not:

- (a) a common carrier, and does not have the obligations of or liability as a common carrier; and
- (b) the consignor in relation to the transport of any Dangerous Goods under applicable Law and does not have the liability or obligations of a consignor of Dangerous Goods. Where the User is a consignor of Dangerous Goods, the User authorises AAT to nominate the User as the consignor in any documentation.

2 Receival and delivery of Cargo

2.1 Quotes

- (a) Where a Cargo Service is not covered by a published Tariff or is listed as 'POA' in the Tariff Schedule, the User may request a quote for AAT's performance of those Cargo Services and must provide AAT with the Required Information and any other information reasonably requested by AAT.
- (b) A quote may be accepted in writing, electronically (including by email) or by conduct, including where the User proceeds to receive relevant Cargo Services the subject of the quote.
- (c) Any quote by AAT may be withdrawn by AAT at any time prior to acceptance by the User and any quote is not to be construed as an obligation on AAT to supply Cargo Services in accordance with the Terminal Agreement or otherwise, until that quote has been accepted.
- (d) While AAT takes care in preparing quotes, AAT is entitled to vary any quote to account for any cost increases in providing the Cargo Services at any time prior to the quote being accepted by the User. Where quotes include Third Party Costs, the User acknowledges that AAT cannot control the quantum of Third Party Costs, and agrees that the User must pay any variation in Third Party Costs (even if the variation occurs after the quote is accepted by the User). A quote is deemed to be withdrawn upon the issuance of a varied quote, and only the latest varied quote is capable of acceptance.
- (e) After a Quote is accepted by a User, it cannot be cancelled or deferred by the User without AAT's prior written agreement and then only on terms that the User will be responsible for any Loss suffered by AAT as a result of that cancellation or deferral. AAT will take reasonable steps to mitigate its Loss. The User's liability for AAT's Losses under this clause does not apply where the cancellation or deferral is reasonably attributable to an act or omission of AAT or AAT Personnel.

2.2 Notification of Cargo to be delivered

- (a) If the User wishes to have Cargo delivered to a Terminal, the User must at least 7 days prior to the delivery of Cargo to the Terminal:
 - (i) notify AAT that the User wishes to deliver Cargo to the Terminal and request AAT approval for such delivery; and
 - (ii) provide AAT with the Required Information for the Cargo.
- (b) If the User notifies AAT that Cargo it wishes to deliver to the Terminal is Dangerous Cargo, the User must ensure that all documentation, including permits and approvals, required for the delivery of Dangerous Cargo to the Terminal, is delivered with the Cargo.
- (c) The User declares and represents that any Required Information provided to AAT under paragraph (a)(ii) is true, accurate and complete.
- (d) The User acknowledges and agrees that AAT is:
 - (i) entitled to rely on the Required Information provided to AAT by the User or any other User and is not required to make any enquiries of the User or any other User in respect of the Cargo; and
 - (ii) not responsible and has no liability for errors, omissions or inaccuracies in the Required Information provided by the User or any other User.

- (e) Following receipt of a notification under paragraph (a), where AAT approves the delivery of the Cargo to the Terminal, AAT will notify the User of:
 - (i) the Labelling Requirements in respect of the Cargo;
 - (ii) the receival window for the Cargo; and
 - (iii) any other relevant requirements.
- (f) Without limiting section 7.1, if the User instructs AAT to use a particular method of handling, care, control or storage in respect of the Cargo, AAT will give consideration to such instructions, but the User authorises AAT to use any method for handling, care, control or storing the Cargo if AAT, in its discretion, considers it reasonably necessary to deviate from the method instructed.

2.3 Refusal of service

- (a) For the purposes of clause 3.2(a)(ix), AAT may refuse to provide Cargo Services to the User:
 - (i) in accordance with section 2.4;
 - (ii) where the Cargo does not meet the Receival Standards for that Cargo;
 - (iii) where the Required Information provided by the User is found to be inaccurate, misleading or incomplete; or
 - (iv) where the weight or dimensions of Cargo materially varies from the weight or dimensions as declared in the Required Information provided by the User or any other User.
- (b) For the purposes of clause 3.2(b), where AAT refuses to provide Cargo Services in the circumstances described in paragraph (a)(iv) above, the User may remedy those circumstances by redeclaring the correct weight and dimensions and amending the appropriate documentation, at the User's cost.

2.4 Unsuitable Cargo

- (a) If Cargo is delivered to any Terminal and in AAT's reasonable opinion the Cargo:
 - (i) is or is likely to become Dangerous Cargo, and AAT was not notified that the Cargo was Dangerous Cargo at least 48 hours prior to the delivery of the Cargo to the Terminal or did not provide its approval to the delivery of the Dangerous Cargo;
 - (ii) does not comply with all applicable Laws, including any Laws applicable relating to carriage, handling or storage; or
 - (iii) is unsuitable to be handled or otherwise dealt with in the normal course of business at that Terminal, including by using the facilities, equipment and operating procedures at that Terminal,

(Unsuitable Cargo), AAT may:

 - (iv) refuse to provide Terminal Services (including Cargo Services) or may agree to provide Terminal Services (including Cargo Services) on conditions (in accordance with clause 3.2);
 - (v) take whatever measures it considers to be reasonably necessary to ensure that the Unsuitable Cargo is no longer Unsuitable Cargo, which may include opening, weighing or measuring the Cargo (including the contents of a Container), requiring the Cargo to be repacked or reloaded, testing or analysing the Cargo, delaying or rescheduling the loading and carriage of the Cargo, or disposing of, destroying or rendering harmless the Cargo; and/or
 - (vi) require the User to promptly remove the Cargo from the Terminal within a reasonable time period nominated by AAT (which will normally not exceed 48 hours).
- (b) If AAT takes action in respect of Unsuitable Cargo under these General Terms (including under section 7.4):
 - (i) the User acknowledges and agrees that such actions will be undertaken by AAT at the User's cost, except where such actions are only required to be taken due to the acts or omissions of AAT; and

- (ii) without limiting clause 10.5, AAT will have no liability for any Losses suffered or incurred by the User arising from such actions of AAT, except to the extent that Losses are caused by AAT's fraud, or wilful or criminal misconduct.
- (c) AAT will use reasonable endeavours to provide notice to the User before taking action in respect of Unsuitable Cargo, but the User acknowledges that in some circumstances it will not be practicable to provide advance notice, including where action must be taken to preserve safe operating conditions at the Terminal.

2.5 Warranties

- (a) The User warrants that at all times while the Cargo is at the Terminal, the Cargo:
 - (i) is properly packed:
 - (C) to withstand the risks of, or incidental to, handling, transport and storage; and
 - (D) where the Cargo is Container Cargo, in a manner to ensure balance across and along a container or trailer, and that it is adequately restrained to prevent movement during transport;
 - (ii) complies with any Labelling Requirements;
 - (iii) does not exceed its rated gross capacity;
 - (iv) complies with all applicable Laws, including any Laws applicable to the particular Cargo type in question or relating to carriage, handling, packaging or storage and does not contain goods that are illegal, sanctioned or contraband;
 - (v) where the Cargo is temperature controlled, has been delivered to the Terminal in the correct temperature range; and
 - (vi) is:
 - (E) safe for carriage by sea, road or rail; and
 - (F) suitable to be handled or otherwise dealt with in the normal course of business at the Terminal, including by using the facilities, equipment and operating procedures at the Terminal.
- (b) The User represents and warrants that it is the owner, or authorised agent of the owner or person who has an interest in, the Cargo.

2.6 Cargo delivered to the Terminal

- (a) Subject to section 2.8, AAT acts as a bailee of any Cargo delivered to the Terminal and does not have any title or ownership in that Cargo.
- (b) AAT is entitled to deliver the Cargo to the bearer of the appropriate Bill of Lading (or delivery order issued pursuant to a Bill of Lading).
- (c) AAT is not responsible for verifying Bills of Lading or delivery orders and will not be liable for any delivery of Cargo to an incorrect recipient, provided that AAT has complied with paragraph (b), except to the extent the incorrect delivery is caused by AAT's fraud, or wilful or criminal misconduct.
- (d) For clarity, except where AAT provides inspection services as part of Quarantine Services, AAT has no obligation to inspect any cargo delivered to the Terminal and no inspection undertaken by AAT will increase AAT's liability under the Terminal Agreement.

2.7 Cleanliness

- (a) Where the User is a Carrier, the User must ensure that its Transport Vehicles and Vessels (as applicable) that arrive at each Terminal to collect or deliver Cargo, arrive in a clean, empty and well-maintained condition, free from Contaminants.

- (b) AAT has no obligation to inspect Transport Vehicles or Vessels, however AAT may in its discretion inspect a Transport Vehicle or Vessel and if having done so it reasonably determines that the Transport Vehicle or Vessel does not meet the conditions described in paragraph (a), having regard to the Cargo to be transported, AAT may reject the Transport Vehicle or Vessel as unfit to transport Cargo and may refuse to load or unload Cargo to the Transport Vehicle or Vessel.
- (c) If a Transport Vehicle or Vessel is rejected by AAT under paragraph (b), the Carrier must remove the Transport Vehicle or Vessel from the Terminal, unless AAT provides its approval for the Transport Vehicle or Vessel to be cleaned at the Terminal (which approval may be given or withheld in its discretion and subject to conditions).

2.8 Lien

- (a) In addition to any statutory rights or remedies available to AAT and to the extent permitted by Law, the Cargo is delivered to the Terminal subject to a general and particular lien for all charges due, or which may become due, to AAT by the User in respect of the Cargo Services.
- (b) If AAT intends on exercising its lien over, and power of sale of, the Cargo, AAT must first notify the User of that intention, identify the matters to which the User must attend in order to avoid that outcome, and allow the User at least 7 days to attend to those matters.
- (c) If at the conclusion of the 7-day period under paragraph (b), the lien has not been satisfied or the Cargo has not been collected, then subject to Law, AAT may at its option, in the case of perishable Cargo, immediately, and in any other case upon the expiration of a further 7 days' notice:
 - (i) remove such Cargo or part of such Cargo at the risk and cost of the User and store it in such place and manner as AAT reasonably considers proper; and
 - (ii) exercise its rights under section 7.4.

2.9 Personal Property Security Regime

- (a) The User must not register a Security Interest against AAT without first notifying AAT in writing.
- (b) The parties agree that the subject matter referred to in section 275(1) of the PPSA is Confidential Information of each party.

2.10 Bills of Lading

- (a) Where the User is a Carrier, the User represents, warrants and must ensure that:
 - (i) AAT and its Personnel have the benefit (as against the consignor, consignee and any other person with an interest in the Cargo, whether by way of Himalaya clause or otherwise) of each exemption, limitation, defence, immunity and other benefit contained in the Bills of Lading in respect of acts or omissions occurring from the earlier of the time that the Cargo or Carrier for the Cargo arrives at the Terminal, until the later of the time that the Cargo or Carrier for the Cargo leaves the Terminal; and
 - (ii) it obtains from any consignor of Cargo (on the consignor's own behalf, and on behalf of the consignee and any other person with an interest in the Cargo), through its Bill of Lading or otherwise, consent to the sub-bailment of the Cargo on these General Terms, including by providing notice of these General Terms,

and for clarification, each of paragraphs (i) and (ii) are intended to apply separately and additionally to each other.

- (b) If a Bill of Lading is issued after any Cargo is delivered to the Terminal (or if a Bill of Lading was intended to be issued but for whatever reason was not) and it contains (or would have contained) the term(s) referred to in paragraph (a), the term(s) will be deemed to apply to AAT and its Personnel from the earlier of the time that the Cargo or Carrier for the Cargo arrives at the Terminal.

3 Weight and dimensions

- (a) The User acknowledges that AAT may in its discretion use weighing and measurement systems, equipment and processes at each Terminal to determine the weight and dimensions of Cargo.
- (b) The User agrees to be bound by any determination (including maximum permissible errors) made by AAT under paragraph (a) in the absence of manifest error. The User agrees that it is not a manifest error if the relevant determination is within the maximum permissible error as permitted by Law or through generally accepted industry practice.

4 Quarantine Services

- (a) The User acknowledges and agrees that AAT will make Cargo available for inspection by Government Officials, including for quarantine, customs or quality testing or sampling, in accordance with applicable Law.
- (b) AAT will not be liable for any failure of Cargo to be processed through a Terminal due to the decision of a Government Official, except where the failure is caused by AAT's fraud, or willful or criminal misconduct in the provision of Quarantine Services.

5 Bulk Cargo

5.1 Admixture

The User acknowledges and accepts that:

- (a) each Terminal receives and is used to load and unload different types of bulk commodities; and
- (b) there is an inherent risk of admixture in such Terminals.

5.2 Contaminants

- (a) The User must not deliver to any Terminal any Bulk Cargo that is known or suspected to contain Contaminants.
- (b) The User acknowledges that each Terminal receives Cargo (including grain) from other Users and AAT has no obligation to inspect Cargo delivered to any Terminal for Contaminants.
- (c) AAT will have no liability for Loss suffered or incurred by the User as a result of Contaminants being delivered to the Terminal by any other User or Other Terminal Party, except to the extent caused by AAT's fraud, or willful or criminal misconduct.

5.3 Refusal of Service

- (a) For the purposes of clause 3.2(a)(ix), AAT may refuse to provide Receival and Delivery Services to the User in respect of Bulk Cargo where the User has previously delivered Bulk Cargo to any Terminal and that Bulk Cargo was found to contain Contaminants.
- (b) For the purposes of clause 3.2(b), where AAT refuses to provide Receival and Delivery Services in the circumstances described in paragraph (a), AAT may require the User to provide evidence to AAT that there is no further risk of contamination arising from deliveries by the User to any Terminal, which may include evidence of sample inspections, verification or certification provided by an independent expert that contamination is manageable or has been removed, or an inspection of Vessels or Transport Vehicles conducted by AAT or its delegate.

6 Container Cargo

6.1 Temperature controlled Containers

If the Required Information submitted in respect of any Containers advises AAT that the Containers are temperature controlled (whether the Required Information is submitted by the User or any other User), AAT will:

- (a) on delivery of the Containers, ensure the Containers are plugged into electric power supply;
 - (b) monitor the temperature of the Containers twice each 24 hour period that the Containers are stored at the Terminal;
 - (c) ensure that the User who provided the Required Information is able to remotely monitor the set temperature and ventilation settings for the Containers;
 - (d) on discovering any malfunction in temperature control or any other damage to the Containers, promptly report those matters to the User who provided the Required Information and take all reasonable measures to mitigate or minimise the malfunction and any further damage; and
 - (e) in the event of any power outage or failure, use all reasonable endeavours to connect the Containers to an alternative power source.
-

7 Storage

7.1 Storage and Weather Sensitive Cargo

- (a) If the Required Information submitted in respect of the Cargo does not advise AAT that the Cargo is Weather Sensitive (whether the Required Information is submitted by or on behalf of the User), the Cargo will be stored in designated outdoor areas of a Terminal.
- (b) If the Required Information submitted in respect of the Cargo advises AAT that the Cargo is Weather Sensitive, AAT will use reasonable endeavours to store the Cargo in designated undercover areas of the Terminal, if and to the extent that such areas are available at the Terminal and have capacity to enable storage of the Cargo.
- (c) The User acknowledges and agrees that each Terminal has limited undercover areas for storage, and due to Operational Constraints, AAT may not be able to provide undercover storage for Cargo that it is advised is Weather Sensitive Cargo, for any or all of the time that the Cargo is stored at the Terminal.

7.2 Security interest

- (a) If AAT receives notice from a person claiming to hold a Security Interest over the Cargo, then provided that the person provides reasonable evidence to substantiate the existence of that Security Interest, AAT is not required to release the Cargo from the Terminal until:
 - (i) the person holding or claiming to hold the Security Interest has consented to the release; or
 - (ii) AAT receives a court order requiring it to release the affected Cargo.
- (b) AAT may charge the User all reasonable costs that AAT incurs associated with tracking and maintaining records related to Security Interests held or claimed over Cargo.
- (c) The User will indemnify AAT against all Losses that AAT incurs as a result of a claim made against AAT by any person holding a Security Interest over Cargo held at the Terminal on behalf of the User relating to that Cargo.

7.3 Cargo not removed

- (a) In respect of Cargo delivered to the Terminal, the User must collect and remove the Cargo from the Terminal:
 - (i) within 3 days of delivery of the Cargo to the Terminal or, where the Cargo has been unloaded from a Vessel, 3 days from discharge of the Bill of Lading); or
 - (ii) any other period of time in respect of specific Cargo as set out in the Tariff Schedule, agreed with AAT in writing or as specified or required under any applicable Law.
- (b) If Cargo is not collected and removed from a Terminal by the User within the time period specified in section 2.4(a)(vi) or paragraph (a) (as applicable):
 - (i) the User:
 - (A) will be required to pay for Storage Services and Handling Services provided by AAT in accordance with the Tariff Schedule until the Cargo is collected and removed from the Terminal, regardless of the reasons for failing to collect and remove the Cargo (except and to the extent that the User is unable to take delivery of quarantine-held Cargo due to AAT's fraud, or wilful or criminal misconduct);
 - (B) acknowledges that, where the Cargo is Weather Sensitive Cargo stored in designated undercover areas, AAT may relocate the Weather Sensitive Cargo to designated outdoor areas (including for the reasons given in section 7.1(c)); and
 - (C) acknowledges that the risk of damage being caused to the Cargo by Weather may increase the longer that Cargo is stored at the Terminal; and
 - (ii) AAT may notify the User that AAT intends to sell or dispose of the Cargo, if the Cargo is not collected or removed by a date nominated by AAT (which must be no less than 7 days after the date of AAT's notice). If the User does not collect or remove the Cargo by the nominated date, AAT may exercise its rights under section 7.4.

7.4 Sale or disposal of Cargo

Subject to applicable Law, where AAT is entitled to satisfy a lien, or otherwise sell or dispose of Cargo under the Terminal Agreement, AAT may:

- (a) sell by public auction or private sale such Cargo or any part of it, acting reasonably, and apply the proceeds for discharge of the lien or amounts owing to AAT for Terminal Services provided by AAT without being liable to any person for any Loss caused as a result; or
- (b) adopt a reasonable method of disposal of Cargo (having regard to the nature of the Cargo and any need to destroy or render harmless the Cargo) at the expense of the User,

without compensation being payable to the User other than accounting to the User for any balance of proceeds from sale of the Cargo in accordance with paragraph (a) after any money owed to AAT (including recovery costs and the costs of sale), and the User will be liable to AAT for all costs reasonably incurred by AAT in the exercise of these rights to the extent such costs are not recovered from the sale proceeds.

Schedule 3 Quay Side Services

1 General

1.1 Application

- (a) This Schedule 3 applies where the User is a Shipping Line.
 - (b) The Berthing Protocols apply at each Terminal and the Shipping Line must comply with the Berthing Protocols. As set out in clause 1.1(c)(iii), the Berthing Protocols will prevail to the extent of any inconsistency with the General Terms or this Schedule 3.
-

2 Refusal of service

For the purposes of clause 3.2(a)(ix), AAT may refuse to provide Quay Side Services to a Shipping Line where AAT reasonably considers that the provision of those Quay Side Services would:

- (i) be restricted or prohibited under AAT's lease agreement in respect of the Terminal;
 - (ii) significantly exacerbate Operational Constraints at the Terminal; or
 - (iii) adversely impact AAT's ability to comply with, or manage berths in accordance with, the Berthing Protocols.
-

3 Departure

- (a) Berths are allocated in accordance with the Berthing Protocols. AAT may at any time give directions for the Shipping Line to depart a berth by a specific time and the Shipping Line must comply with any such directions.
 - (b) The Shipping Line must depart the berth by the Departure Time.
 - (c) A Shipping Line may request that AAT extend its Departure Time (**Request for Extension of Departure Time**). AAT may accept or reject any Request for Extension of Departure Time in its discretion, subject to the Berthing Protocols, and may provide its acceptance subject to conditions (**Conditions of Acceptance**). AAT will not be required to accept any Request for Extension of Departure Time made by a Shipping Line until the Shipping Line has agreed to the Conditions of Acceptance (if any are imposed). If AAT and the Shipping Line agree to an extension, the agreed new time will become the Departure Time.
 - (d) If a Shipping Line fails to depart the relevant berth by the Departure Time (for any reason), the Shipping Line:
 - (i) will in addition to any Charges already applying, be responsible for Charges payable in respect of the period of time that the Vessel was at the berth beyond the Departure Time; and
 - (ii) without limiting clause 10.6(a)(i), may be subject to claims made directly against the Shipping Line in respect of this failure, including by other Users who are unable to avail themselves of Terminal Services at the Terminal as a result.
-

Schedule 4 Transport Operator Services

1 Application

This Schedule 4 applies where the User is a Transport Operator.

2 AAT obligations

Where the Transport Operator accesses the Terminal for Transport Operations, AAT will provide the Transport Operator with details regarding:

- (a) the location of Cargo in designated Terminal laydown areas; and
 - (b) daily traffic flow and traffic flow variations in the Stacking Area for Cargo; and
 - (c) provide the PDI Operator (and any other Transport Operator who is required to perform scanning) with access to the Terminal Operating Systems via web-based applications on the Scanners at the Terminal.
-

3 Cargo documentation

- (a) Prior to delivery of any Cargo to the Terminal, the Transport Operator must provide AAT with the Required Information in accordance with section 2.2 of the Cargo Schedule (Schedule 2).
 - (b) Prior to collection of any Cargo from the Terminal, the Transport Operator must provide AAT a delivery order specifying Cargo to be collected (**Delivery Order**).
 - (c) Following receipt of a Delivery Order, AAT will provide the Transport Operator with a Release Request, which will include Cargo that is customs and quarantine cleared and available for collection, and information regarding the yard location that Cargo. The Release Request must be signed by the Transport Operator.
 - (d) The Transport Operator must not collect any Cargo from the Terminal:
 - (i) that has not been assigned to a Release Request signed by the Transport Operator; and
 - (ii) until it has been successfully scanned using a Scanner.
-

4 Scanning

- (a) AAT may require the Transport Operator to perform scanning of Cargo, noting that PDI Operators will be required to perform their own scanning in all instances.
- (b) Where a Transport Operator performs scanning, the Transport Operator must:
 - (i) use Scanners to scan all Cargo delivered into, or collected from, the Terminal;
 - (ii) handle the Scanners with reasonable skill and care and return each Scanner to AAT before leaving the Terminal;
 - (iii) ensure that all Cargo collected from the Terminal is progressively scanned, on a 'load by load' basis, in real time just before that Cargo leaves the Terminal;
 - (iv) inform AAT of any failures that occur in the scanning process; and
 - (v) provide AAT with a daily movement report of Cargo (which may be provided by email) for the purposes of reconciliation, which contains details relating to Vessel, voyage, make and quantity of Cargo.

- (c) AAT will use reasonable endeavours to ensure that the Terminal Operating Systems are available via the Scanners at all relevant times (except for scheduled outages) for the Transport Operator to carry out scanning.
 - (d) In the event of any planned or unplanned systems outage or technical malfunction in respect of the Scanners or the Terminal Operating System, the Transport Operator must ensure that all records for Cargo (including records that would otherwise be captured by the Scanners or Terminal Operating Systems) are captured manually and provided to AAT at the end of each shift.
-

5 Information requests and updates

- (a) The Transport Operator must provide AAT with information regarding the following matters, as requested by AAT from time to time:
 - (i) scheduled daily compound and transport movements, including the Transport Operator's planned movements within the Terminal and any changes to those planned movements;
 - (ii) volume of Cargo to be collected, moved or delivered and the areas from which the Cargo is collected, moved or delivered;
 - (iii) forecast volumes and storage requirements; and
 - (iv) yard consolidation.
 - (b) The Transport Operator must:
 - (i) promptly inform AAT if it receives any information that may adversely affect the quantity of Cargo to be removed from the Terminal; and
 - (ii) keep AAT informed of any changes in its work program.
-

6 Stacking of Cargo and storage

- (a) Unless otherwise agreed with AAT, the Transport Operator must not park any Transport Vehicle or place Cargo in any location except the areas specified by AAT at the Terminal.
 - (b) The Transport Operator acknowledges its obligations under section 7.3 of the Cargo Schedule, including its obligations to pay for Storage Services and Handling Services in respect of Cargo that remains at the Terminal beyond the times nominated in that section.
-

7 Health, safety and environment

Without limiting the Transport Operator's obligations under the General Terms, the Transport Operator must:

- (a) ensure that at all times it:
 - (i) has operational control over; and
 - (ii) provides and supervises systems of work in the conduct of its Transport Operations which ensure the safety of its Transport Operations at the Terminal and for all persons accessing, its work area at the Terminal;
 - (b) on request by AAT, provide AAT with copies of, and allow AAT to inspect, any statistics maintained or compiled by the Transport Operator regarding health, safety and incidents in respect of the Transport Operations at the Terminal; and
 - (c) ensure that all traffic cones and bollards used by the Transport Operator are collected and returned to the relevant storage area on the completion of yard operations.
-