



PORT REGULATIONS

PORT REGULATIONS

Revision N° 14

Effective from 01st February 2026

PUERTO NUEVO PORT COLOMBIA



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INTRODUCTION

The information set out in this section is provided for those using Puerto Nuevo Facilities and to the best of PNSA's knowledge it is true and correct at the time of writing. However, this information is subject to change.

It contains regulations and guidance for the safe and efficient operations during your Vessels visit to Puerto Nuevo.

A PNSA supervisor will be present during loading operations as Puerto Nuevo representative. You are kindly requested to grant him access on board whilst at the pier and fully cooperate.

All operations aboard are the responsibility of the master without exception.

Any inquiries regarding these regulations should be referred to agenciasyop@puertonuevo.com.co or +57 3215187744

All matters related to navigation, pilotage, towage, Vessel handling, Vessel safety, marine regulations and marine pollution should be referred through the Registered Shipping Agent.

Masters of Vessels are requested to sign the receipt form to acknowledge receipt of these Port Regulations as per Annex A1.

0. DEFINITIONS

The following terms shall have the meanings as specified below for the purpose of these Regulations, unless the context indicates otherwise:

Access Channel	Access to the berth is through an 8.0 Km long, 240 meter wide and 20.3 meters deep channel at the end of which is a turning basin in front of the Pier.
Ballast	Vessels are required to exchange Ballast prior to arriving at Puerto Nuevo. Therefore, only Ballast taken in Caribbean and in the Atlantic Center Sea may be pumped out.
Berth	The fendered berth is 347 meters long and is located at the end of a 1.7 Km long trestle where vessels can moor either port or starboard side of the pier.
Bill of Lading	Means the document that is prepared by PNSA and confirmed by the master of the Vessel and the Registered Shipping Agent once the loading has been completed and which, among other things, evidences the receipt of the Cargo by the Ship, evidences the provision of the port operation service, the registration of Coal exported for the determination of the value of the <i>contraprestación</i> and is the support for PNSA'S invoicing.
Cargo Trimming	By spout
Charter Party	Is the contract in writing between the Owner and the User for the transportation of the cargo from Puerto Nuevo to the port of destination.
Coal	Combustible black sedimentary rock, the commodity exported at the specialized Puerto Nuevo Coal Terminal.
Colombian Authorities	Refers as a whole to the Customs Authority, the Environmental Authority, the Maritime Authority, the Port Authority, and any other entity or officer that has the power to enact administrative decisions in the Republic of Colombia.
Concession Contract	Means Concession Contract No. 001 of 2011 for the term of thirty (30) years entered into on the 31 st of March of 2011 between the National Concessions' Institute –INCO- (now the National Infrastructure Agency – ANI-) and PNSA, as amended by Addendum 1 entered into by the ANI and PNSA on the 27 th of February of 2012, and its future amendments.

Customs Authority	Means the National Taxes and Customs Directorate – DIAN.
Demurrage	Means the amount payable by PNSA to the Vessel for the permanence of the Vessel at Puerto Nuevo for a time in excess of the available Laytime, apart from the exceptions agreed upon in these Port Regulations.
DIMAR	Means the General Maritime Directorate of the Republic of Colombia.
Dispatch	Means the amount that the Vessel must pay to PNSA for loading the Vessel in a period shorter than that of the available Laytime.
Draft	Depth of the vessel in the water, i.e. vertical distance between waterline and the keel.
Draft Survey	Means the procedure carried out by the Independent Marine Surveyor to determine the weight of the respective Cargo. The Draft Survey will be comprised of up to three surveys: initial, intermediate and final. The cost of the Draft Survey shall be borne by the User and will be included in the tariffs charged by PNSA.
Drop	The amount of Coal, expressed in Tonnes, that is poured/loaded in one hold without interruption.
DWLTHC (Air Draft)	Means the distance from water line to top of hatch cover. In case of Puerto Nuevo, it cannot exceed 21.30 meters.
Environmental Authority	Means the Ministry of the Environment and Sustainable Development and the Environmental Licenses' National Authority – ANLA -
Environmental License	Means the Environmental License granted by Ministry of the Environment, housing and Territorial Development (now Ministry of the Environment and Sustainable Development), in Resolutions 435 and 729 of 2009; 447, 759 and 2765 of 2010; and 1493 and 1817 of 2011 for the construction, operation and maintenance of Puerto Nuevo.
ETA	English acronym that indicates the estimated time of arrival of the Vessel at port limits of Puerto Nuevo.
Facilities	Are Puerto Nuevo's port facilities formed by the elements included in article 5.11 of Law 1 st , 1991 and the Concession Contract which include, among other things, by the railway loop, the train offloading system, the stockpiling yard, the coal in bulk handling system, which includes stacker-reclaimers, silo, coal sampler, magnetic separator, conveyor belts, and Shiploader, the

Fourteen (14) day notice	All vessels are required to give a 14-day ETA notice to PNSA to be included in the line-up. Without the 14-day ETA notice, the Vessel will be considered a Spot Vessel.
Force Majeure	Means any kind of interruption, or suspension temporary or definitive of the rendering of the services, due to events, such as, but not limited to, actions of the Colombian Authorities, civil or international war, revolution, riot, coup, strike, Acts of God, lockout, contractual default of PNSA's Users, or when there are weather conditions that, in PNSA's opinion, affect the safety of the operation of PNSA.
Free Pratique by PNSA	Means, in addition to the clearance from the Colombian Authorities confirming a Clean Bill of Health and being satisfied as to the state of health of those on board on arrival, for them to make physical contact with the shore, the authorization given to a Vessel to enter Puerto Nuevo and start loading operations once it has passed all inspections of the Customs, Maritime and Port Authorities.
IMO	Means the International Maritime Organization.
IMSBC Code	Means the International Maritime Solid Bulk Cargoes Code which is the code of practice to facilitate the safe stowage and shipment of solid bulk cargoes by providing information on the dangers associated with the shipment of certain types of solid bulk cargoes and instructions on the procedures to be adopted when the shipment of solid bulk cargoes is contemplated.
ISM Code	Means the International Safety Management Code for the ships and the prevention of pollution enacted by the IMO.
ISPS Code	Means the International Ship and Port Facility Security Code adopted by a Conference of Contracting Governments to the SOLAS Convention and the SOLAS Amendments 2002, as amended or replaced from time to time.
Laycan	Means laydays/cancelling, a period of time agreed with PNSA that corresponds to ten (10) calendar days, in which a Vessel should arrive at the berth or, if same is occupied at the designated anchorage, and tender a valid NOR.
Laytime	Means the period of time agreed for the loading of a Vessel, without paying Demurrage. Laytime will be calculated by dividing the weight stated in the Bill of Lading by the guaranteed loading rate stated herein and will be expressed in days, hours and minutes.

Loading Plan and Sequence	Means the procedure agreed between PNSA and the master of the Vessel to carry out the operation of loading of the Vessel and the loading sequence, which will establish the conditions necessary to perform the loading with the maximum safety for the Vessel, its crew and PNSA, preventing damages thereof, occupying the smallest possible time allowing the Vessel to always remain in a seaworthy condition, allowing the vessel to promptly leave the berth if so ordered or required, and keeping the congestion in Puerto Nuevo to a minimum.
Maritime Authority	Means the General Maritime Directorate – DIMAR – and the Santa Marta’s Port Captaincy.
MARPOL Convention	Means the International Convention for the Prevention of Pollution from Ships, of the 2 nd of November 1973 including the London Protocol of the 17 th of February of 1978 and its subsequent amendments.
Minimum Drop Size	Is three hundred (300) Tonnes.
MT	Metric Tons.
Nautical Chart	A graphic representation on a plane surface of the section of the earth's sea surface covering the Puerto Nuevo Facilities constructed to include known dangers and aids to navigation.
NOR	English acronym that stands for Notice of Readiness and which means the written notification given by the master, confirming the Vessel has arrived and is in all respects ready to accept the intended cargo of Coal.
Nomination	Means the notification that the Users must make to PNSA regarding a given Vessel that shall arrive in Puerto Nuevo within a determined Laycan.
Office hours	Means Monday to Friday from 09.00 until 17.00 hours LT (Local Time = COT (Colombia Time) = GMT – 5 hours)
Independent Marine Surveyor	Means the independent person authorized by the Maritime Authority in charge, among other things, of performing the inspection of holds and the Draft Survey to determine the weight of the Cargo. The Independent Marine Surveyor will be appointed by a certifying laboratory engaged by PNSA.
MOU	Memorandum of Understanding. Several countries sharing common waters have grouped together under a Memorandum of Understanding to coordinate and execute PSC programs.

Owner(s)	Registered Owner(s) or Operator of the Vessel as per IMO definitions.
PNSA	It is the acronym for Sociedad Portuaria Puerto Nuevo S.A., the holder of the Concession Contract and of the Environmental License.
PNSA supervisor	Representative of PNSA during loading operations also known as loading master.
Port Authority	Means the Transport Ministry, the Superintendence of Ports and Transportation and any other authority that, as per Colombian Law, is considered as port authority.
PSC	Port State Control (PSC) is a ship inspection program whereby foreign vessels entering a sovereign state's waters are boarded and inspected to ensure that vessels trading in their area are not substandard and are in compliance with various major international maritime conventions, namely: SOLAS Convention, MARPOL Convention, International Convention on Standards of Training Certification and Watchkeeping for Seafarer (STCW), Load Lines (LL), Convention on the International Regulations for Preventing Collisions at Sea (COLREG) and International Labour Organization Convention No. 147 Merchant Shipping (Minimum Standards) (ILO 147).
Puerto Nuevo	Means the public – service port for the export of coal subject of the Concession Contract.
Holiday	Is any bank holiday in the Republic of Colombia.
SATSHX	English Acronym meaning Saturdays, Sundays, Holidays Excluded. SSHINC English Acronym that means Saturdays, Sundays, Holidays Included. Shifting Passage between Anchorage and Berth (or v/v)
Shiploader	Means the equipment that performs the loading of coal onto the Vessels with a spoon or L-shaped spout and a clearance to the waterline of 17.10 meters.
Ship consignment	Nominated tonnage with 10% margin which is exercisable by the master and to be declared when submitting the Loading Plan and Sequence.
Registered Shipping Agent	Means the individual or legal entity that represents the Owner in the Republic of Colombia for all purposes related to the Vessel and that has been duly registered before PNSA.

Rightship & BMT De Beer	Are companies that render the service of vetting assistance and inspection of vessels.
Port Regulations	Mean these Puerto Nuevo Regulations.
SOLAS Convention	Means the International Convention for the Safety of Life at Sea.
Spot Vessel	Means a Vessel that does not have a Laycan confirmed by PNSA or that is nominated less than fourteen days before the start of the vessel's Laycan as confirmed by PNSA or a Vessel that has not given a 14-day ETA notice falling within the Laycan confirmed by PNSA.
Spout trim	Means that Cargo will be loaded spout trimmed.
Stevedore	Means a person employed by PNSA, but when on board a vessel, working under the direction and responsibility of the master.
Superholidays	Mean Christmas, New Year and Good Friday holidays that go, in that order, between 15:00 of the 24th of December until 08:00 hours of the 26th of December; from 15:00 of the 31st of December to the 08:00 hours of the 2nd of January, and from 15:00 hours of Easter Thursday until 08:00 hours of Easter Saturday.
Tonne	Means a metric system unit of mass equal to 1000 kilograms.
Trim	Means Vessel's position in the water. Head trim (bow is deepest point), Aft trim (stern is deepest point) or Even Keel (EK).
Trimming	Means optimizing Vessel's position in the water for departure at the end of loading operations by maximum 2 final Drops.
Tug Service Provider	Company established and registered as Tug Services Port Operator before the Superintendence of Ports in Colombia.
Turn Time	Means the maximum time available to PNSA to start the loading operation after the NOR is validly tendered and which, once expired, means the start of the Laytime. In the case of Puerto Nuevo, Turn Time is 12 hours.

User	Means the user of the Puerto Nuevo Facilities either of all or of part of the same, including the coal exporter.
Vessel	Means an Ocean-going ship complying with and accepted in line with these Port Regulations. Vessels are classified pursuant to their size and capacity from lower to higher in HANDY, PANAMAX, and CAPE.
Geared Vessel	Means a Vessel that has deck equipment fitted for cargo handling.
Tariff	Tariff or rate as published by PNSA for the Port Services supplied to Users or Vessels.
WIBON	English Acronym meaning whether in Berth or Not.
WCCON	English Acronym meaning whether Customs Cleared or Not.
WIFPON	English Acronym meaning whether in Free Pratique or Not.
WWD	English Acronym meaning Weather Working Day. A working day or part of a working day during which it is or, if the vessel is still waiting for her turn, it would be possible to load the cargo without interference due to weather conditions.

1. GENERAL INFORMATION

- a) Puerto Nuevo is located 22 km (12 NM) south of the city of Santa Marta, Colombia, in the municipality of Ciénaga, at approximately 11° 03' N and 74° 13' W.
- b) Puerto Nuevo is a port capable only of loading Vessels; there are no discharge and/or transshipment or reloading Facilities.
- c) Puerto Nuevo is a port in open sea affected by weather conditions at the time of loading.
- d) Puerto Nuevo will be ISPS Code Certified.
- e) Registered Shipping Agent as appointed by Owners must confirm to PNSA that they are in receipt of the remittance by Owners for the vessel's expected port costs latest 72 hours before vessel's ETA at Puerto Nuevo. In PNSA's sole discretion, and or Owners' account, vessel's berthing and/or loading may be delayed, awaiting such confirmation.

f) Puerto Nuevo operates 24/7/365, excluding Superholidays.

g) Vessels presented for loading at Puerto Nuevo are subject to the conditions set out below:

HARBOUR CONDITIONS	Meters/Description
Channel width	240 m
Channel depth at low water (LW)	20.3 m
Channel heading	291°
Berth length	347 m
Berth depth at LW	20.3 m
Turning basin depth at LW	20.3 m
Height of Berth above high water	6.6 m

BERTH CHARACTERISTICS	Meters/Description
Berth alignment	311°
Designed Berth depth	20.3 m
Maximum sailing Draft	18.4 m
Tide	Max 0.45 m Min -0.1 m
Maximum LOA	301 m
Maximum beam	50 m
Vessel size range	20,000 to 209,000 DWT
Maximum Displacement	240,000 MT
Berthing	Either SB or PS

AIR DRAFT	Meters/Description
Maximum DWLTHC	21.3 m

LOADING FACILITIES	Meters/Description
Number of Berths	TWO
Number of Shiploaders	1
Outreach	30 m from fenders
Travel distance	215 m
Nominal loading capacity	8,000 MT/h
Minimum tonnage Drop	300 MT

h) The following navigational aids are available at Puerto Nuevo.

The entrance to the Access Channel is marked by a Red/White Safewater buoy with a white Mo(A) light signal. The mandatory Colombian Pilot will board the Vessel at the Safewater buoy or on anchorage to assist the master of the vessel safely reach Puerto Nuevo Berth.

The Access Channel is marked by 7 pairs of buoys with 1S ON / 2S OFF light signal. The turning basin is marked by 2 green and three red buoys with 1S ON / 2S OFF lightsignal.

All navigational aids are IALA Region B compliant.

Nautical Charts with the approach to PNSA are published by CIOH – 611 Ciénaga a Isla Aguja.

Navigational Aids are set out in Annex A5.

i) A general layout of the coal loading Facilities can be found in Annex A4.

j) The Shiploader is designed to load up to wind speeds of 20m/s or 39kts. In excess of this windspeed, the shiploader will pause loading operations and if wind speed increases, go to storm position.

k) The Berth is designed to be safely moored to up to below critical meteorological conditions depending on the vessel type. Exceeding or when expecting to exceed these critical meteorological conditions, Vessels will be ordered by PNSA Port Authority and/or the Maritime Authority to leave the Berth and sail to anchorage. Such order will need to be executed without delay by the Vessel.

Vessel	Wind Limit	Wave Height Limit (H _s)		
	Safe Mooring	T _p ≤ 6 sec	6 s < T _p ≤ 8 s	T _p ≤ 10 sec
Capesize	23.5 m/s	1.6 m	1.6 m	1.3m
Panamax	20.0 m/s	1.6 m	0.7 m	0.0 m
Handymax	20.0 m/s	1.6 m	0.7 m	0.0 m

Notes:

- Wind limits are 2-minute gusts measured on the Shiploader's anemometer.
- Wave Height and period limits are for swell actually reaching Puerto Nuevo as opposed to swell forecasted for offshore unsheltered locations nearby.
- Limits in general are for Vessels in ballasted conditions (worst case).

l) It always remains the Master's responsibility to decide whether or not to vacate the berth if necessary for safety reasons, even in weather conditions inferior than noted under j) and k).

m) No berthing maneuvers will be allowed during reduced visibility <500m.

2. VESSEL REQUIREMENTS

Acceptance of Vessels

To be acceptable to load at Puerto Nuevo Vessels must comply with the Colombian Port Authority requirements as well as comply in all respects with the requirements and regulations of PNSA as set out herein. It is the duty of the Owners to confirm compliance with the Port Regulations to PNSA, via the Registered Shipping Agent, at the latest two (2) days after the Vessel has been provisionally accepted at Puerto Nuevo for loading. Nomination acceptance remains subject to timely receipt of Owners' Compliance Confirmation.

a) The performing Vessels shall be single deck, self-trimming bulk carriers, suitable and certified for the carriage of coal in bulk. Vessels to be classed highest Lloyds or equivalent and ITF or equivalent approved. Vessel must be covered by an International Group P&I and must comply with ISM Code, IMSBC Code and ISPS Code.

b) The Vessel is neither to be twin hatched nor to have centre line beams or bulkheads in any hold or hatchway that may obstruct loading operations. The Vessel's bulkheads are not to be horizontally corrugated, must have hatch covers of the mechanical type and shall be of such design and construction as not to impede the operation of the Shiploader. Users wishing to submit an application for a Vessel that has not previously loaded at Puerto Nuevo must supply detailed information in order to determine the Vessel's suitability.

- c) The Vessel may be geared or gearless, but if it is a Geared Vessel, gears to be movable and be positioned in a way so they do not obstruct the normal operation of the Shiploader or otherwise reduce the loading rate of Puerto Nuevo or impede its normal operation. Geared vessels wishing to load at Puerto Nuevo for the first time are required to submit general arrangement drawings showing the dimensions of their hatches, deck structures and gear and gangway position.
- d) Vessels have to comply with the minimum requirements of PNSA at all times and satisfactorily pass PNSA's vetting.
- e) First lines should always be of synthetic or similar floating type. Quick release hooks are equipped with capstans. After the heaving line, the Vessel shall connect a pilot line of approximately 1" diameter for the mooring line to be pulled into the hooks by means of the capstan. Small diameter pilot lines may slip on the capstan.
- f) Vessels are only allowed to de-ballast waters from the Caribbean Sea and of the center of the Atlantic Ocean.
- g) It is the Vessel's responsibility to choose the mooring line configuration, to ensure the safe mooring of the Vessel and that all mooring lines are adequate and in good condition. Mooring lines shall be kept taut and secure at all times. Vessel is to maintain a watch at all times to tend the lines. All mooring lines must be equipped with rat shields. In the event of excessive or abnormal movement of the vessel relative to the Berth, the PNSA supervisor will pause the loading operation and Laytime counting will cease (even if on demurrage) until the situation is remedied by the vessels crew to the satisfaction of PNSA.
- h) The Vessel must have a valid Safety Management Certificate and a valid copy of the relevant Document of Compliance issued in terms of the ISM Code.
- i) The Vessel must carry an International Ship Security Certificate indicating that it complies with the requirements of the SOLAS Convention chapter XI-2 and part A of the ISPS Code.
- j) The Vessel cannot be banned nor be listed substandard under any MOU nor be included in the list of Vessels that have been considered by PNSA as not compatible with loading in Puerto Nuevo.
- k) The Vessel, or its Owner cannot be or have been included in the lists of the Department of the Treasury of the United States as available on the link: <http://www.ustreas.gov/offices/enforcement/ofac/sdn/>, European Union, the United Nations, or of any other official entity that regulates or enforces international sanctions, as amended from time to time.

All Vessels shall provide adequate working light, workplace, and lavatory facilities for PNSA operations personnel that is required to work on board the Vessel.

l) The Owner / Vessel shall be responsible for and pay all port charges, tonnage dues, light dues and other taxes, assessments and charges which are customarily and mandatory payable by the Owner / Vessel on or with respect to, the Vessel in Colombia.

PNSA may accept in its sole discretion Vessels that are outside the above given requirements, on a case by case basis.

3. VESSELS NOMINATIONS AND LAYCAN PERIODS

a) A ten (10) day Laycan period, for the loading of coal cargo shall be agreed at least thirty (30) days in advance of the first day of the Laycan.

b) Not less than fourteen (14) days prior to the commencement of the Laycan, the User shall make the Nomination of the intended Vessel. Any Vessel nominated less than Fourteen (14) days prior to the commencement of the Laycan shall be declared a Spot Vessel. Notices supplied for a Vessel before such Vessel is nominated to PNSA will only be considered to have been received at the time of Nomination acceptance of the Vessel.

c) When nominating a performing Vessel to PNSA for the loading of coal, the User shall supply the following information:

- i. Vessel name (including former name(s) if any)
- ii. IMO Number
- iii. Vessel type, class and classification society, P&I club, year built and flag
- iv. DWT, LOA, NRT, GRT, beam, Draft and DWLTHC (Air Draft), number of holds and hatches (and dimensions and type of hatches)
- v. Ballast capacity and deballast pump rate
- vi. Daily Demurrage/Despatch rate
- vii. ETA at port limits of Puerto Nuevo and current position
- viii. Estimated cargo intake
- ix. If it is a Geared Vessel, deck gear type, location and number of gears
- x. PNSA vessel nomination questionnaire as per Annex A7 duly filled out
- xi. Registered Shipping Agent appointed by Owners
- xii. Any other information and/or certificates as may be required by PNSA

d) Nominated Vessels, and any substitute Vessels, that are less than fifteen (15) years of age are to be provisionally accepted or rejected by PNSA within twenty-four (24) hours SATSHEX after receipt of the Vessel Nomination, provided that all required information of the Vessel, detailed in this document, has been made available. The Nomination will be accepted by PNSA within twenty-four (24) hours SATSHEX after provisional acceptance, if no further issues have arisen during the vetting process. If the Vessel is in excess of fifteen (15) years of age, PNSA shall have the right to call for current class records, PSC records, previous twelve (12) months loading records and any other document related to the Vessel PNSA deems to require to evaluate the Nomination and/or ask for a condition survey by a Maritime Authority appointed surveyor to be paid by the Owner. Vessel acceptance is at PNSA's discretion, but acceptance is not to be unreasonably withheld. PNSA's determination of the suitability of the vessel to call at the port is final.

e) The User of the PNSA shall only be able to request the substitution of a previously accepted Vessel at latest five (5) days prior to the ETA of the originally nominated Vessel. PNSA will always have five (5) days after the substitution before it has to accept the NOR of the substitute Vessel. Such substitution shall be immediately notified to PNSA and in any event, the substitute Vessel shall have similar characteristics and Cargo Size to be loaded to the Vessel being substituted. For the effects of clarity, if the ETA of the accepted Vessel was after the Laycan and the Owner wishes to remain within the Laycan, the Owner has to nominate the substitute Vessel at least five (5) days prior to the last day of the Laycan. PNSA's determination of the suitability of the vessel to call at the port is final.

f) A Spot Vessel or a Vessel which arrived after expiring of the Laycan confirmed by PNSA, shall be loaded pursuant to PNSA's best efforts as scheduling provides.

4. NOTICES AND PRE-ARRIVAL INFORMATION

a) The master of each Vessel is required to send immediately upon receiving instructions from the Owner or charterer (or upon departure from the previous port), the first ETA notice to PNSA via the Registered Shipping Agent.

b) Further ETA notices are to be sent ten (10), seven (7), five (5), three (3), two (2) and one (1) day(s) prior to arrival of the Vessel at Puerto Nuevo, in addition to any other ETA notice required in the Charter Party. Furthermore, the master shall immediately inform of any deviation in excess of twenty-four (24) hours to the aforementioned ETA. The master is required to notify of their Loading Plan and Sequence as soon as possible but no later than seventy-two (72) hours prior to arrival at Puerto Nuevo. The Loading Sequence must take into consideration a maximum of two (2) rotations per hold.

5. CONDITION FOR ARRIVAL

Vessels loading at Puerto Nuevo shall comply with the following:

- a) Pilot ladders shall be placed at the location of amidships and stern Draft marks on the offshore side of the Vessel and the master shall ensure that a safety harness and lifeline are provided for the pilots and Independent Marine Surveyor's use and that there is sufficient lighting for night loading operations.
- b) All Vessels are required to arrive under conditions to meet Puerto Nuevo's DWLTHC requirements. Any delays in the commencement of loading operations as a result of a Vessel exceeding the required DWLTHC shall not be for PNSA's account. If a Vessel is unable to maintain DWLTHC and this causes a delay and/or damage to the Vessel or the loading appliance, an improper Cargo Trimming or a reduced loading rate, all resulting delays and/or damages and/or demurrages will be for the account of the Owner.
- c) Vessels berthing speed and angle are displayed and logged electronically by the Berthing Aid System (BAS). The maximum berthing speed and angle allowed are 12cm/s and 10 degrees respectively.
- d) Manifold drip trays to be clean, dry and without any traces of oil. Unused bunker connections must be closed and secured/blanked.
- e) All vessels firefighting equipment should be pressurized and ready to be used at all times while the vessel is alongside.
- f) Crew changes and other migration formalities are to be coordinated through the Registered Shipping Agents directly with the relevant Colombian authority. National Airport Santa Marta and International Airport Barranquilla are within driving distance of the terminal. Change of the crew(s) which is(are) directly involved with loading operations to be notified to PNSA and the PNSA Supervisor to allow for proper handover.

HOLD CLEANLINESS

- a) Before commencement of loading, PNSA shall appoint an Independent Marine Surveyor to perform a hold cleanliness inspection for the purposes of providing a certificate that the Vessel is clean and free of contaminants, and that its holds are clean of residues from any previous cargo, heavy rust or loose materials which might contaminate the coal. All hatches must be open upon arrival to facilitate Vessel inspection by the Independent Marine Surveyor who will certify the Vessel's hold cleanliness.

b) The Vessel shall not be cleaned at the coal Berth.

c) If berthed on arrival and the holds are not passed as clean, the Vessel may be ordered to vacate the Berth at the Owner's expense and the Vessel will only be accepted for loading after receipt of a certificate issued by an Independent Marine Surveyor at Puerto Nuevo that the Vessel holds are clean, dry and free of contaminants and ready in all respects for loading whereupon NOR shall be retendered.

d) If, due to congestion, Vessel is sent to anchorage on arrival, PNSA shall endeavour to perform the hold cleanliness inspection within twenty-four (24) hours from tendering valid NOR during Laycan. If such hold cleanliness inspection is performed within twenty four (24) hours of tendering valid NOR and holds are not passed as clean, the Vessel will only be accepted for loading after receipt of a certificate issued by the Independent Marine Surveyor at PNSA that the Vessel holds are clean, dry and free of contaminants and ready in all respects for loading whereupon NOR shall be re-tendered.

If such hold cleanliness inspection is performed later than twenty four (24) hours after tendering valid NOR during Laycan and the holds are not passed as clean, time stops counting from discovery that the holds are not clean and will only resume counting after receipt of a certificate issued by the Independent Marine Surveyor at PNSA that the Vessel holds are clean, dry and free of contaminants and ready in all respects for loading.

For clarity and in addition to the other requirements as stated, should the hold cleanliness inspection under this clause d) be performed at the Berth and holds are not passed, the Vessel may be ordered to vacate the Berth at Owners' expense.

e) All costs and consequences resulting from holds not passing the cleanliness inspection, including but not limited to (where applicable) vacating the Berth, re-inspection, launch-hire and losing loading turn are for Owners' account.

At PNSA's discretion PNSA may deviate from above requirements and commence loading applying certain conditions, if the above requirements are not met in full.

7. IMO CARGO COAL DECLARATION

An IMO coal cargoes declaration will be issued by PNSA, on behalf of the User, to the master prior to commencement of loading.

8. LOADING

Vessels loading at Puerto Nuevo shall comply with the following:

- a) A Vessel receiving more than one (1) parcel shall complete each parcel entirely before proceeding to the next cargo parcel. The Guaranteed Loading Rate shall correspond to the Cargo Size (MT) of the parcel and not the total Cargo Size loaded.
- b) PNSA guarantees the following loading rates for a WWD of twenty-four (24) consecutive hours. Notwithstanding the nominal loading rate of PNSA is 8000 T/h. It is recorded that Demurrage and Despatch are calculated solely on the guaranteed load rates set out below:

Cargo Size (MT)	Guaranteed Loading Rate (MT PER WWD)
< 25,000	Same cargo size per WWD
25,000 to 35,000	20,000
35,001 to 50,000	25,000
50,001 to 70,000	30,000
70,001 to 90,000	35,000
90,001 to 120,000	40,000
120,001 to 150,000	45,000
Over 150,000	50,000

- c) The above loading rates are per WWD of twenty-four (24) consecutive hours SSHINC, excluding Superholidays, for full vessel loads.
- d) At the Vessel Trimming stage, PNSA will not load quantities of coal in less than the Minimum Drop Size.
- e) All first passes within a hatch should be as large as possible, rounded to the nearest thousand Tonne ('000) where possible, unless completing the hatch.
- f) All first passes should be the same size, unless completing hatch.
- g) A maximum of two (2) passes per hatch.
- h) To complete the Vessel the master can request 1'200 Ton to trim up to two (2) holds.
- i) Trim tonnage shall be of one coal type and meet the Minimum Drop Size.

8.1 VESSEL TRIMMING AND CARGO TRIMMING

Masters of Vessels are advised that the procedure below shall be followed to assist in achieving an efficient loading operation.

- a) The Vessel shall be loaded in accordance with its own instructions and as per Loading Plan and Sequence agreed to with PNSA.
- b) The calculation of the final trim tonnage requirement will be determined, and the Vessel is expected to load this trim tonnage of approximately 1'200 Ton in no more than two (2) Drops always respecting the Minimum Drop Size.

8.2 ENGAGEMENT OF AN INDEPENDENT MARINE SURVEYOR

PNSA will engage an Independent Marine Surveyor, with the prior consent of the User, to certify hold cleanliness and the loaded weight according to a Draft Survey of the Vessel.

8.3 LOADING

Loading of the Vessel will be under supervision and responsibility of the master.

PNSA is not required to but may, at its sole discretion, start loading a Vessel prior to such Vessel's Laycan.

PNSA may deliver additional coal requested by the Vessel after the completion of loading above master's requested tonnage, provided that it does not interfere with other Vessel loading programs. No tonnage less than the Minimum Drop Size will be supplied.

PNSA will not be held responsible for any short shipments as a result of the Vessel calling for additional coal that cannot be delivered to the Vessel.

8.4 DRAFT SURVEY AND SAILING DRAFT

The weight of coal loaded into a Vessel shall be the mass determined by Draft Survey of the Vessel. To facilitate the conduct of the Draft Survey, access ladders shall be placed at the location of the Draft marks on the outboard side of the Vessel, and the master of the Vessel should also ensure that a safety harness and adequate lighting is in place for the Independent Marine Surveyor use. Draft marks on all Vessels must be legible.

Each morning, if loading then continues, the master shall determine the coal quantity already loaded as at 07:00 as well as the balance of cargo to be loaded.

The official maximum sailing Draft at Puerto Nuevo is eighteen point four (18.4) meters unless any particular restriction is stated by Maritime Authorities. Consideration will be given to load to a deeper Draft if all parties, PNSA, the Vessel master, the User and the Maritime Authorities, are all in agreement and weather conditions are suitable, on a case-by-case basis.

8.5 COAL LOADING PLAN GUIDELINE

PNSA's procedure for communicating the preparation of Loading Plan and Sequence for Vessels visiting its Berths require that the master of the Vessel:

- a) Submit a Coal Loading Plan as per standard format published on the website of PNSA no later than seventy-two (72) hours prior to the Vessel's ETA and;
- b) Reach agreement with PNSA on the Coal Loading Plan no later than two (2) days prior to Vessel berthing.
- c) Any special loading instructions are to be included in the loading plan for consideration by PNSA.

Vessels will be loaded in line with IMSBC Code under master's supervision and responsibility and in accordance with the shipment contract between PNSA and the User

All coal contained on the out-loading conveying system (approx. 1'200 Mt) must be run off into the Vessel at the completion of loading. The supervisor appointed by PNSA will provide an estimate of the quantity to be expected.

8.6 WATER DENSITY AT PUERTO NUEVO

The master of the Vessel is responsible to check the water density using the appropriate standard practices during the loading process.

8.7 CASES OF ARREST OR SEIZURE BY AUTHORITIES

In the event that the Vessel is arrested or detained, or for which an arrest or detention is threatened, by Authorities for any reason whatsoever, whether in Berth or at anchor, Owners are to obtain the release of the Vessel as soon as possible. Such

Vessel shall then be required to re-tender NOR as she will have lost her Turn. In addition, at PNSA's discretion the Vessel may be required to vacate the Berth and will have to issue receipt or confirmation of the cargo loaded, if any.

In addition, any Vessel that occupies or becomes an obstruction of the loading Berth due to judicial or administrative order because of seizure, arrest, or any other action of a legal, police or judicial nature, shall pay to PNSA the sum that PNSA determines per hour or fraction of one (1) hour and that will be published in the website of PNSA. The total sum payable shall be calculated throughout the entire term that the Vessel obstructs the berth under judicial order, and it will be additional to any other legal or other cost caused to PNSA as a consequence of the occupation or obstructing of berth.

PNSA reserves the right to unberth the Vessel on which there is a judicial order because of seizure, arrest, or otherwise, and direct the subject vessel to the anchorage, employing the resources and methods that it considers as necessary. The relevant costs shall be payable by the Vessel and in that case the Vessel will have to issue a receipt or confirmation of the Cargo loaded, if any.

Likewise, PNSA reserves the right to refuse the berthing of the Vessel if it is aware that it is the subject or that it may be the subject of seizure, arrest or court order.

In any case, PNSA shall not be obliged to load any Vessel which has been attached or is subject to any other legal process or for which an attachment or similar is threatened.

9. TENDERING NOTICE OF READINESS (NOR)

- a) A Vessel shall be considered to have arrived only when she has made all fast to the Berth of Puerto Nuevo and is in all respects ready to load the cargo for which she has been accepted in accordance with these Port Regulations. This is the position at which a valid NOR may be tendered. For the effects of clarity, if at any time a Vessel is prevented from entering port because of the Vessel's inefficiency or other cause or hindrances, except in the case of point b) below, which constitutes Owner's hazards, NOR cannot be tendered.
- b) If on arrival of a Vessel the Berth is occupied, the Vessel will be directed to anchorage where a valid NOR to load may be tendered, WICCON, WIFPON and WIBON, subject to the Laycan confirmed by PNSA.
- c) NOR to be tendered at any time, day or night SSHINC, excluding Superholidays, once the Vessel is in full readiness to load, with clean and dry holds, free of contaminants, free of residues from any previous cargo, free of heavy rust or loose materials which might contaminate the coal and free of dunnage.

d) If the Vessel is found not ready in all respects for loading, and/or hold(s) don't pass holds cleanliness inspection, please refer to clause 6 above.

e) Notices supplied for a Vessel before a Vessel is nominated to PNSA will only be considered to have been received at the time of vessel's acceptance by PNSA.

10. TURN TIME, LAYTIME AND DEMURRAGE

10.1 TURN TIME

Turn time shall last for twelve (12) hours and shall commence on receipt of Vessel's valid NOR within the Laycan confirmed by PNSA, unless the Vessel arrives:

a) Before the agreed Laycan when Turn Time shall not commence before 00h01 on the first day of the Laycan;

b) Within five (5) days of the substitution by the performing Vessel when Turn Time shall not commence before 00h01 on the fifth day after the day of substitution;

c) Within seventy-two (72) hours of receipt by PNSA of the information on the Loading Plan and Sequence required in terms of these Port Regulations when Turn Time shall not commence before the seventy-two (72) hours has elapsed.

d) If more than one of the above exceptions are applicable, then Turn Time will not commence before such time as per a) or b) or c), whichever later.

10.2 LAYTIME AND DEMURRAGES

Laytime shall commence to count on completion of Turn Time, unless the Vessel is a Spot Vessel, or has tendered a NOR after Laycan has expired, when Laytime will count from commencement of loading. Such Vessels shall wait at anchorage until summoned to Berth, as other Vessels arriving within their Laycan shall have berthing priority. For clarity, if loading on a late vessel has started before 12.00 hours on the first day after Laycan, only actual time used shall count until 12.00 hours on that day.

Demurrage commences on the expiration of Laytime.

Laytime or Demurrage shall cease counting on completion of loading.

10.3 EXCEPTIONS

The following exclusions apply to Turn Time and Laytime:

- a) During the Superholidays and before first day of Laycan the only time that will count will be the time actually used for loading.
- b) If loading has started before the completion of Turn Time, only actual time used shall count until expiration of Turn Time.
- c) In the event of adverse weather conditions, which in the opinion of either PNSA or the master, make shiploading perilous, and/or if vacating the berth is required for the same reason, PNSA shall cease loading and all such time lost shall not count.

The following exclusions apply to Turn Time, Laytime and Demurrage:

- a) The time taken from (i) anchor aweigh or (ii) pilot on board, whichever is earlier, until the Vessel is all fast alongside, and ready in all respects to load, shall not count.
- b) Time lost due to inefficiency or any other cause attributable to the Vessel, hermaster, her crew or the Owners or the Owner's nominated Registered Shipping Agent, or the charterer of the Vessel which affects loading or berthing of the Vessel, shall not count.
- c) If loading is interrupted by the Vessel in order to conduct business on behalf of the Owner any time spent shall not count.
- d) Time required to conduct the draft surveys.
- e) The Vessel shall have included in the Vessel Loading Plan and Sequence sufficient deballasting capacity to allow PNSA to achieve the Nominal loading rates. If deballasting is unable to keep up with loading, then loading may cease until the Vessel is then able to resume loading until completion without further stoppages. Anytime lost as a consequence thereof shall not count and PNSA may transfer loading operations to another Vessel if the Vessel intends to stop loading to continue deballasting.
- f) If inspection has rejected hold(s), clauses 6 and 9 are applicable.
- g) The Owner / master or charterer of the Vessel prohibit loading at any time, unless such loading prohibition is as a result of unsafe conditions arising from the application of the loading equipment at the Vessel, provided that the Vessel is within the maximum dimension characteristics set out in these Port Regulations.
- h) Any event constituting Force Majeure such as strikes or external energy cuts.

i) Any police, judicial or governmental visits for inspections of the Vessel, where loading operations are forced to cease.

j) Any judicial arrest or seizure of the Vessel, as under section 8.7.

k) Accidents beyond the control of PNSA which prevent or delay loading.

11. DEMURRAGE/DESPATCH

Laytime calculations will be presented within fourteen (14) days of the Bill of Lading date.

Demurrage is payable by PNSA for all time lost after expiring of Laytime at the Demurrage rate as per Nomination and Despatch is payable to PNSA for Laytime saved at half Demurrage rate.

Demurrage rate of Vessels is required to be in line with the market for the vessel size at the time of nomination.

12. STEVEDORES

a) Stevedores, although appointed by PNSA, shall be under the direction and supervision of the master whilst on board the Vessel. Therefore, PNSA shall not be responsible for any negligence, default or error in judgment of the stevedore, or for damages caused by the stevedore on board.

b) The Owner shall indemnify PNSA against all damage, loss or costs howsoever arising from any act or omission by the stevedore on board.

13. TUG SERVICES

Tug services providers must present a file with proof of insurance, ships particulars, all certificates, and a general condition survey report of each tug to Puerto Nuevo for acceptance of the equipment prior to operation of the equipment in Puerto Nuevo. The file on each tug must be renewed annually and sent to Puerto Nuevo for acceptance. Puerto Nuevo reserves the right to perform additional inspections on tugs. All the information provided by the port operators must comply with the law and with the security regulations of PNSA. PNSA reserves the right to decline any port operator request that puts in danger the Facilities' security and the maritime operations of PNSA, situation that PNSA will notify to the Maritime Authority.

A minimum number of tugs must stay available at a maximum sailing distance of 15 minutes from Puerto Nuevo, continuously while the vessel is within Puerto Nuevo to

assist with the departing maneuver from Puerto Nuevo. The minimum number shall be determined by the master of the Vessel but can never be inferior to two units.

This precaution serves to be able to vacate the berth on short notice such as may be required for example in the event of adverse weather.

Tugs service providers will pay Puerto Nuevo a fee per maneuver per tug to compensate for the use of the installations.

14. COMMUNICATIONS

Any event or issues related to the cargo that affect the loading operation or port stay must be immediately communicated by the master of the Vessel via the Registered Shipping Agent in writing to PNSA Operations Department using this e-mail address, PortOperations@prodeco.com.co.

See also Annex A2 - Contacts list.

15. GENERAL REGULATIONS

a) All Vessels deballasting alongside the Berth shall ensure that adequate screening is provided over the outlet ports to ensure that no water is allowed to fall on the Berth which could adversely affect PNSA equipment, the environment or cause injury to personnel.

b) A Vessel alongside the Berth shall not immobilize main engines at any time. Also, it shall not do any work involving the turning of the propeller or causing the vessel to become unable to leave the berth on short notice (15' maximum) in the event of an emergency. Sufficient crew must always be on standby on board to carry out such emergency maneuvers including closing cargo holds to protect the Cargo.

c) Before, during and after loading, the master shall ensure that no burning, cutting, welding or any other type of hot work or source of ignition and open fire or flames will be performed or allowed in the vicinity of cargo holds or adjacent spaces, as same is not allowed.

d) These and other maintenance and repair works will require prior clearance from PNSA and from the Maritime Authorities, who may appoint a surveyor to inspect and/or supervise the works.

e) Vessels shall provide sufficient lights on board for night loading and shall be responsible to open and close hatch covers.

f) The Facilities do not include gangway between Vessel and Berth. Safe access between the Vessel and the Berth is the Vessel's responsibility at all times. The handrail height must be minimum 85 cm and the non-skid steps must be equally spaced. The gangway must be fitted with dock-rollers to allow for free movement. An effective safety net must also be rigged keeping the walkway free from obstructions. Lighting of the gangway corresponds to the Vessel. If it is not possible to safely deploy at least one of the Vessels gangways or it does not meet the safety requirements, then boarding and leaving the ship shall be performed by boat at the seaside of the Vessel. All related expenses caused by not being able to use the gangway are borne by the Vessel.

g) External accesses to the vessel are to be placed by vessels crew in such way they allow clear passage of the Shiploader and do not obstruct loading operations. During berthing the pilot can advise on the landing point location for gangways and/or ladders. Vessels fitted with midship gangways may be required to submit gangway positioning data to aid the planning of the loading. Any apparatus used to support the gangway shall not extend past the extreme breadth of the Vessel unless authorized by the supervisor appointed by PNSA.

h) Once the gangway is in position and safe for access any apparatus used for the positioning shall be retracted so that it does not extend outside the Vessel limits.

i) The master of the Vessel is responsible for the safety of all personnel using the gangways and must prevent damage to it and/or the Berth structure. The master of the Vessel shall also be held responsible for any damage or loss to the pier or shiploader.

j) The Supervisor appointed by PNSA must be informed before any delivery to the vessel operation is to commence. No Vessel equipment including store cranes, deck cranes and deck machinery shall at any time extend beyond the extreme breadth of the Vessel on the berthed side unless authorized by the PNSA supervisor. Taking Stores should not interfere with loading operations nor delay the Vessel departure after completion of loading. For the purpose of taking stores, the Vessel will inform the PNSA supervisor of the need to use the Vessel's stores crane. Taking Stores will remain the responsibility of the Vessel's crew, and no PNSA labour or crane assistance will be supplied. Any Vessel lifting device shall be used for vertical lifts only. Time berthed for taking stores on board after completion of loading will be charged at the Tariffs.

k) A duly filled and executed copy of the Bill(s) of Lading must be released to the department of operations of PNSA and proof of delivery is the responsibility of the Owner's Registered Shipping Agent.

- l) The departure formalities shall be arranged by the Vessel's Registered Shipping Agent in order that the Vessel does not sail later than two (2) hours after the completion of loading.
- m) As per Colombian law and PNSA regulations, it is strictly prohibited to pollute Colombian ports, anchorages and territorial waters. No bilge water shall be discharged once a Vessel has entered into Colombian territorial waters. If a Vessel appears to be pumping polluted water or other contaminated residue, all operations shall be suspended until the matter is properly investigated and all time lost and all costs, damages or consequences of the same shall be for the account of the Owner. All Vessels shall comply with MARPOL Convention 73/78 (Annex's I to VI). At no time shall a Vessel discharge a substance that will contravene this legislation.
- n) It is strictly prohibited to discharge any solid waste into bay waters. Garbage arrangements may be organized through consultation with the Vessel's Registered Shipping Agent.
- o) After permission from PNSA, only emergency repairs of a very minor nature can be executed at Puerto Nuevo. These must be proven to be of an emergency nature and absolutely necessary to safely move the vessel to anchorage or repair facilities. Masters must keep in mind that no shore facilities are available and hot works is not allowed due to the nature of the Cargo handled.
- p) PNSA has the right to unilaterally interrupt the access rights to the port Facilities and interrupt the rendering of port services to any user or third party that is not in compliance with this Port Regulations or the Colombian Laws.
- q) PNSA has the right to deny or suspend access rights to the port Facilities to any Vessel or to any third party that puts at risk personnel, efficiency of the Port and security of the operations of the Facilities, including the Access Channel and the environment.
- r) Except for by PNSA authorized vessels, it is strictly forbidden for any other boat or launch or vessel or craft to approach the Berths or berthed vessels and secure thereto.
- s) It is forbidden to take pictures or video, unless authorized by PNSA.
- t) The use of a Colombian Pilot is mandatory to arrive to and depart from Puerto Nuevo.
- u) The use of tug boats is mandatory to berth at and depart from Puerto Nuevo and is coordinated through the vessel's Registered Shipping Agent.

15.1 CREW

Vessels crew is not allowed to walk around in the Facilities other than on the Berth. Crew transfer between Berth and the gate need to be coordinated through the Registered Shipping Agent.

Crew must wear the appropriate PPE when walking on the berth: hardhat, safetyglasses, coal dust mask, safety shoes, long sleeves and high visibility (reflective)clothing.

15.2 VISITORS

Visitors are not allowed on the Vessels unless provided in PNSA's published facilities access policy.

15.3 BUNKERING

Bunkering is not a service currently provided by PNSA.

15.4 FRESH WATER

At PNSA's discretion freshwater (not potable, not treated) may be made available at Puerto Nuevo. Any freshwater hoses used for provision of freshwater are to be provided and handled by the Vessel and are to be removed prior to the Vessel leaving the Berth.

Fresh water may be delivered to the Vessel per tanker truck organized through the Registered Shipping Agent. A fee for use of the installations applies.

15.5 BILGE WATER & WASTE OIL

Bilge water and waste oil disposal is not a service provided by PNSA.

Service can be provided only via tanker truck arranged through the Registered Shipping Agent. Any interruption to the loading or additional required berthed time will be for vessel's account. A fee for use of the installations applies.

15.6 VESSEL SECURITY

In addition to the ports ISPS compliant protection measures, to ensure the safety of the Vessel, crew, and cargo, it is strongly recommended to the Vessel to have security personnel on board of the Vessel whether on anchorage or alongside the pier.

Deck and holds inspections with or without canines and underwater inspections may be carried out by antinarcotics police upon the arrival of the Vessel, prior to its sailing and at any time during its stay. During underwater inspections the propeller of the Vessel must be stopped and no pumping or overboard discharge may occur, a code Alpha flag indicating divers underwater shall be displayed. The above security measures will also apply for Vessels anchored outside of PNSA's designated loadingzone waiting to be berthed.

Notwithstanding the above, the Owners and master are ultimately responsible for ensuring the safety of the Vessel and all crew and full compliance with these Port Regulations all other regulations applicable to PNSA and the laws of the Republic of Colombia.

15.7 RESPONSIBILITY FOR DAMAGE CAUSED

The parties acknowledge and agree that:

a) The Owners, masters of the Vessels, Shipping Agents, Users, and other individuals or legal entities that carry out activities within the Puerto Nuevo Facilities, will be responsible before PNSA for the accidents, injuries, damages of the Cargo, as well as for the damages to the Facilities, when those occurrences are caused by unsafe conditions, poor conditions or deficiency of the equipment, rigging, and mooring lines in their custody or provided by them, as well as by the conditions of the Cargo, the poor visibility and obstacles that prevent their correct handling, or due to errors or lack of skills of its personnel, without prejudice to the provisions of the Colombian civil code and other applicable provisions in this regard. Therefore, the Owners, masters of the Vessels, contractors, or their representatives, Shipping Agents, Users, and other individuals or legal entities that carry out activities within the Puerto Nuevo Facilities must indemnify, protect, defend and hold harmless PNSA from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with the carrying out of their activities within Puerto Nuevo's Facilities.

b) To the extent any damage is caused to a Vessel by PNSA equipment PNSA will, on request from the Owner of that Vessel, at PNSA's discretion, (i) repair the damage or (ii) reimburse the cost of the repairs of the Vessel that are directly related to the action of PNSA that caused the respective damage. Vessel damage caused by PNSA equipment must be reported by the master of the Vessel through the Registered Shipping Agent within twenty-four (24) hours of occurrence and in all cases prior to departing PNSA. Notification also to be made directly to the loading master.

c) To the extent any damage is caused to Puerto Nuevo Berths or associated equipment (including but not limited to wharf fenders, wharf decking, Shiploader, etc.) by a Vessel (whether during or after the berthing process) the Owner of that Vessel will, on request from PNSA, immediately (i) reimburse PNSA the full value of the cost of any repairs to the Berth required as a result of that damage or (ii) provide to PNSA an International Group P&I form of guarantee or other guarantee acceptable to PNSA.

ANNEXES

A1. RECEIPT AND ACKNOWLEDGEMENT OF THE PORT REGULATIONS BY MASTERS

Dear Captain,

Responsibility for the safe conduct of operations whilst your vessel is at the pier rests jointly with you, as master for the vessel and with the loading master. Therefore PNSA seeks your full cooperation and understanding to comply with the Port Regulations and particularly the safety, security and environmental chapters thereof.

By signing the sheet you acknowledge receipt and full understanding of the Port Regulations ref. to Latest Version in force at the time of signing and commit your crew and yourself to strictly adhere to all the Port Regulations during your visit to Puerto Nuevo.

Date: _____

Vessel name: _____

Received on behalf of the vessel by:

Name: Cpt. _____

Signature: _____

Vessel stamp:

A2. CONTACT LIST

Port Captaincy of Santa Marta

Telephone: +57 605 4311876

E-mail: jefcp04@dimar.mil.co

VHF: Channel 16 (Vessel Traffic Information Centre, 24 hours service)

Port Operations Department / Port Authority:

Telephone: +57 322 6745921 & +57 321 5187744

E-mail: agenciasyop@puertonuevo.com.co

PNSA supervisor (24h):

Telephone: +57 311 4131570

E-mail: supervisor.operacionespnsa@puertonuevo.com.co

Emergencies (24h):

Telephone: +57 323 2689999

Port Security Officer OPIP (24h):

Telephone: +57 310 6422955

PNSA Website

www.puertonuevo.com

A3. EMERGENCY RESPONSE PROCEDURE

The emergency response procedure covers safety or environmental incidents aboard ships while moored to the PNSA berth and on the berth itself complementary to the ships own emergency response plan.

The person discovering an emergency shall immediately sound the alarm and report to the PNSA supervisor either direct or via his responsible Officer aboard.

In the event of an emergency use any operating mobile phone and dial: +57 323 2689999

STATE:

- Vessel Name
- Name of the crew member
- Type of Emergency
- Type of Assistance Required

1. Procedure for fire on the Berth

- Sound the fire alarm.
- Dial emergency number and report.
- Stop all Cargo / bunkering / storing operations and close all relevant valves.
- Advise PNSA supervisor who will coordinate with PNSA fire brigade.
- If possible, start and assist with firefighting using fire hoses, extinguishers and/or cannons aboard the Vessel.
- Unberth if instructed by PNSA supervisor or master of the vessel.
- Once fire brigade arrives, allow them to direct the firefighting and cooperate as required.

2. Procedure for fire aboard a vessel

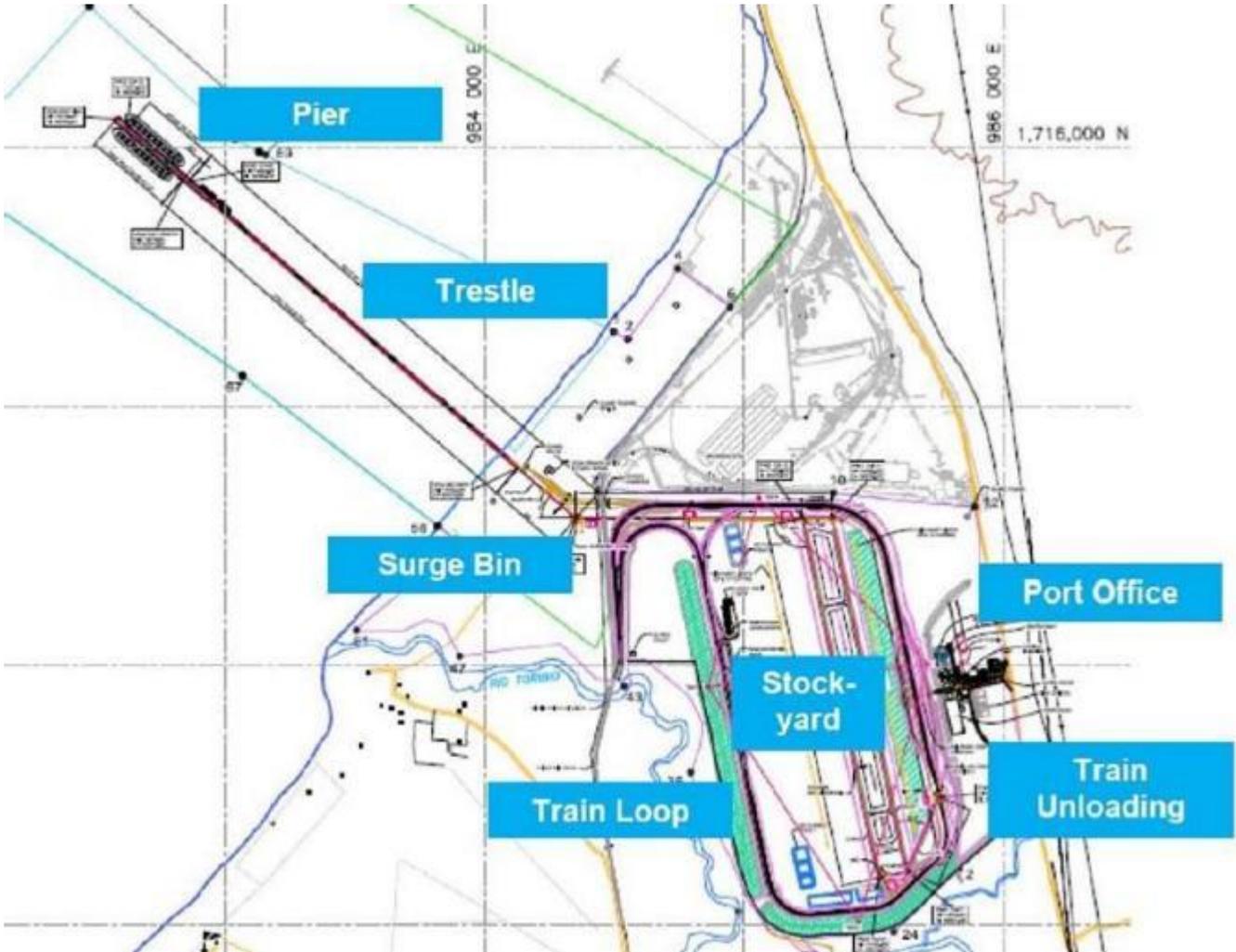
- Sound the fire alarm.
- Activate shipboard emergency plan.

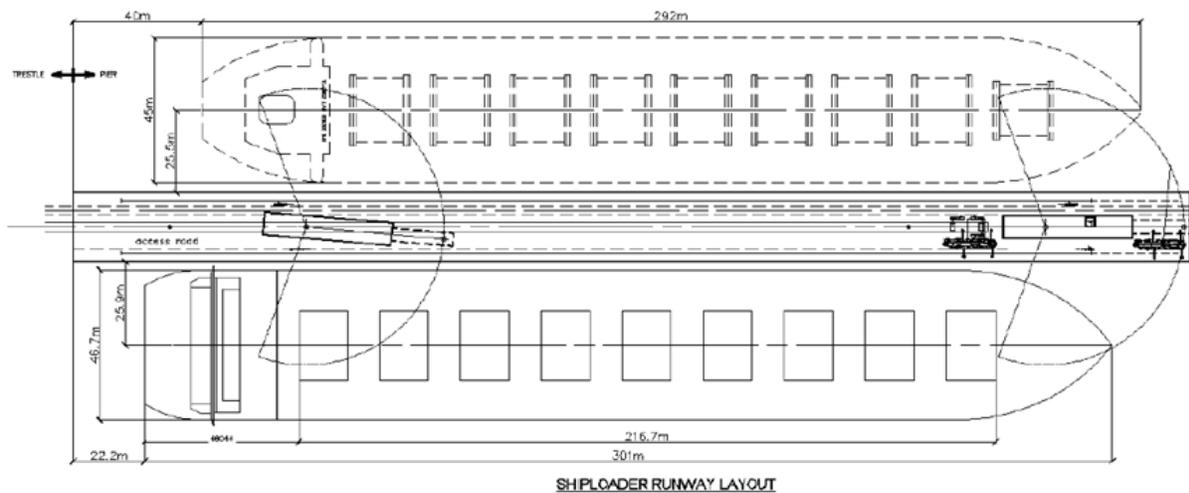
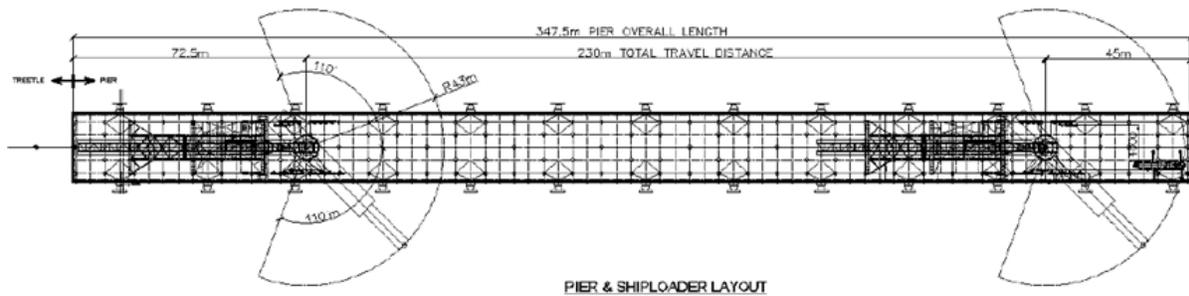
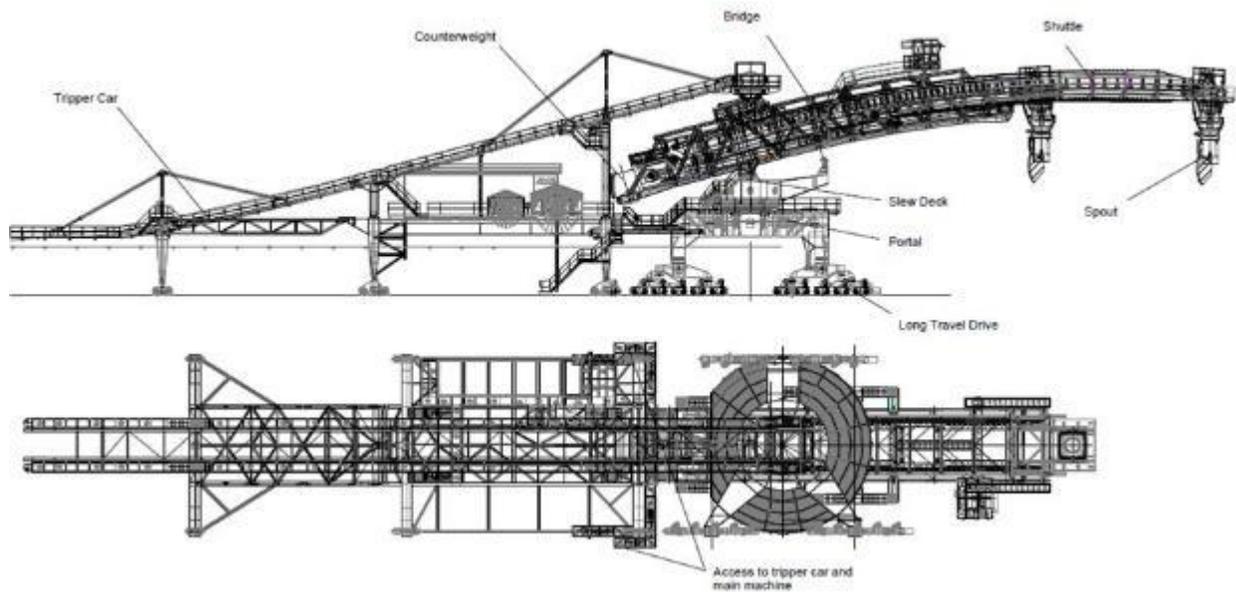
- Stop all Cargo / bunkering / storing operations and close all relevant valves.
- Dial emergency number and report.
- Advise PNSA supervisor who will coordinate with PNSA fire brigade.
- If possible, start and assist with firefighting using fire hoses, extinguishers and/or cannons aboard the Vessel
- Unberth if instructed by PNSA supervisor or master of the vessel.

3. Procedure for oil spill on the Berth or in the water

- Stop flow
- Close relevant valves
- Eliminate any source of ignition.
- Dial emergency number and report.
- Advise PNSA supervisor who will coordinate with PNSA brigade.
- Contain and clean oil spill as much as possible.
- Ensure that spill is contained with booms, removed and disposed of correctly.

A4. GENERAL LAYOUT OF THE COAL LOADING FACILITIES





A6. SHIP – SHORE SECURITY INTERFACE CHECKLIST – ISPS

LATEST VERSION TO BE PROVIDED BY THE PORT SECURITY OFFICER OPIP


Formato

Formato De Interfaz Buque Puerto Vessel-Port Interface Format

Código: FR-PI04-037
Versión: 07
Vigencia: 19-07-2022

MOTONAVE:		VESSEL:	
FECHA:		DATE:	
No.		No.	

Versión en Español	English Version
Como OPIP (Oficial de Protección de la Instalación Portuaria) es un placer dar la bienvenida a usted y su tripulación a Puerto Nuevo S. A.	As PFSO (Port Facility Security Officer), it is my pleasure to welcome you and your crew to Port Nuevo S.A.
De acuerdo con el Derecho Internacional y la Organización Marítima Internacional es importante que usted conozca acerca de nuestra situación actual y la forma en que se están cumpliendo Los requisitos del código de Protección PBIP/ISPS.	In accordance with the International law and the International Maritime Organization, it is important for you to know about our current situation, and how we are fulfilling the requirements of the ISPS code.
Según declaración de cumplimiento de la instalación portuaria" N° 40011, expedida por las autoridades del Gobierno de Colombia (DIMAR), Puerto Nuevo S.A. ha sido certificado y cumple todas las normas internacionales para garantizar la seguridad de todas las Motonaves que llegan a nuestro Puerto.	With the "Statement of compliance of a Port Facility" N° 40011, from Colombian government (DIMAR), Puerto Nuevo S.A. has been certified and fulfills all international regulations to guarantee security to all vessels that arrive at our Port.
Para su información, las medidas de seguridad más importantes que estamos aplicando son las siguientes:	For your information, the most important security measures we are applying are the following:
- 01 Lancha de Seguridad en el área de Operaciones.	- A security boats in the operations area.
- Restricciones para abordar la Motonave.	- Restrictions to board the vessel
- En caso de solicitar provisiones, las bebidas alcohólicas están prohibidas.	- If you are applying provisions, alcoholic beverages are prohibited

Título	Código	Vigencia	Vence	Versión	Pág.
Formato De Interfaz Buque Puerto/ Vessel-Port Interface Format	FR-PI04-037	19-07-2022	19-07-2024	07	1 de 3

ESTE DOCUMENTO ES PROPIEDAD DE SOCIEDAD PORTUARIA PUERTO NUEVO S.A.
PROHIBIDA SU REPRODUCCIÓN TOTAL O PARCIAL.

A7. SHIP – SHORE SAFETY CHECKLIST

LATEST VERSION TO BE PROVIDED BY THE PORT OPERATIONS SUPERVISOR

CODE: F-PNS-OPP-SUB-0001-4 VERSION: 02		FORM		TERM: 2018-08-24 PAGE: 1 OF 4	
SHIP SHORE SAFETY CHECKLIST (LISTA DE VERIFICACIÓN DE SEGURIDAD ENTRE PUERTO Y BUQUE)					
SHIP'S NAME (Nombre del buque)		TOTAL TO BE LOADED (Cantidad a cargar)			
BERTH (Muelle)		DATE AND TIME OF ARRIVAL (Fecha y hora de arribo)			
AVAILABLE DEPTH OF WATER AT BERTH (Profundidad disponible en muelle)		20,3 m		MAXIMUM AIR DRAFT: (Air draft máxima) 17,1 m	
ARRIVAL INFORMATION (Información de arribo)			DEPARTURE INFORMATION (Información de despacho)		
Arrival draft (read/calculated) (m): Calado de arribo (lectura/cálculo) (m)		Calculated departure draught (m): Calado de despacho calculado (m)			
Air Draft (m):		Air Draft (m):			
<p>The Master and Terminal Manager, or their representatives, should complete the check list jointly. The safety of operations requires that all questions are answered affirmatively and the boxes ticked. If this is not possible, the reason should be recorded and an agreement reached upon precautions to be taken between ship and terminal. If a question is considered not applicable, write "N / A" and explain why. The code "A" refers to the agreements between the ship and the terminal. The "R" code is for points that must be reviewed periodically.</p> <p><i>El Capitán y el Gerente de la Terminal, o sus representantes, deben completar la lista de verificación conjuntamente. La seguridad de las operaciones requiere que todas las preguntas se contesten afirmativamente y que las casillas estén marcadas. Si esto no es posible, se debe registrar el motivo y se debe llegar a un acuerdo sobre las precauciones que deben tomarse entre el buque y la terminal. Si se considera que una pregunta no es aplicable, escriba "N/A" y explique por qué. El código "A" se refiere a los acuerdos entre el buque y la terminal. El código "R" es para puntos que deben revisarse periódicamente</i></p>					
General		Ship (Buque)	Terminal	Remarks (Comentarios)	
1. Is the depth of water at the berth, and the air draft, adequate for the cargo operations to be completed? ¿Es la profundidad del agua en el muelle y el calado aéreo adecuada para completar las operaciones de carga?					
2. Are mooring arrangements adequate for all local effects of tide, current and weather and traffic? ¿Los arreglos de amarre son adecuados para todos los efectos locales de la marea, la corriente, el clima y el tráfico?					
3. In emergency, is the ship able to leave the berth at any time? En caso de emergencia, ¿puede el buque salir del muelle en cualquier momento?					
4. Is there safe acces between the ship and shore? ¿Hay un acceso seguro entre el barco y tierra?				See F-PNS-OPP-SUB-0001-2 Gangways and accommodation ladders checklist (Ver F-PNS-OPP-SUB-0001-2 lista de verificación de escala de acceso a buque)	
5. Is the agreed ship/shore communication system operative? ¿El sistema de comunicación acordado buque/tierra está operativo?				Communication method: In order of preference: presential on deck, VHF, phone. (Método de comunicación: en orden de preferencia: presencial en cubierta, VHF, teléfono.)	
				Language (Idioma)	English (Inglés)
				Radio channels (canales de radio): VHF Ch.10	



PORT REGULATIONS

Revision N° 14

PUERTO NUEVO PORT COLOMBIA