

**Oil**tanking

— ANTWERP —

**Stolthaven**

# JETTY INFORMATION BOOKLET

Barges





**OILTANKING STOLTHAVEN ANTWERP NV**

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## **2. JETTY CONDITIONS OF OILTANKING STOLTHAVEN ANTWERP NV**

Conditions under which Oil tanking Stolthaven Antwerp makes available quaysides, jetties, pontoons and premises (installation or installations) for mooring, berthing, and deberthing of ships, as well as personnel and equipment needed to conduct services in connection with ships and/or cargo, whether on its own installations or outside.

### **Section 1: Definition Ship**

The conditions below are applicable in relation to any barges which is berthed alongside an installation (the Ship). The quotation 'Ship' likewise denotes any barges which is in any way connected to the Ship.

### **Section 2: Perusal of rules and agreements**

The Master should take care that he and all other members of the crew whilst on board the Ship as well as on the installation's premises, carefully follow all rules, regulations, formalities, measures and directions given or to be given by or on behalf of the authorities or the Storage Company. In addition, the Master is responsible for the carrying out of all agreements made between the Ship and the Storage Company.

### **Section 3: Responsibility of the Master**

The responsibility for safe implementation of all manipulations on board the Ship rests with the Master at all times. In case the installation carries out any operations on board the Ship relative to the Ship and/or the cargo, these operations are deemed to be executed under surveillance of the Master or his deputy and for the Ship's account and risk.

### **Section 4: Ban of fire and smoking**

The use of open fire - which includes welding, smoking, use of matches, lighters and non-officially approved illumination - is forbidden under all circumstances on board the Ship as well as on the installation, in the open air or in enclosed areas where the construction or the ventilation system does not give protection against penetration of inflammable gases.

### **Section 5: Water pollution**

The Master shall observe that no substances, such as oil, chemicals, slops and other waste materials unless officially approved, in any way or for any reason including overfilling are discharged on the installation or into the water.

### **Section 6: Commencement and progress of operations**

When the installation has declared itself ready for delivery respectively receipt of the cargo, the loading respectively discharging of the Ship shall commence and continue non-stop, irrespective of day and night, Sundays and holidays included (provided permission has been granted by the authorities) until the complete cargo has been loaded respectively discharged. During this period, the Ship is bound to receive respectively discharge the cargo without interruption and/or delay, with due observance of the relative agreements made with the Storage Company, and with observance of safety regulations and rules applicable to the cargo and the installation in question.

### **Section 7: Overtime**

Costs incurred by overtime made by the Storage Company on request or on behalf of the Ship, shall be for account of the Ship against the Storage Company's current tariffs.

### **Section 8: Leaving the berth**

The Ship is bound to leave the berth as soon as possible, after termination of loading respectively discharging. The Storage Company has the right to demand that the Ship be removed from her berth when the Storage Company deems this necessary for reasons of safety, compliance with safety regulations and of directions from the harbour authorities or other authorities, the smooth continuation of activities or for any other valid reason; all of this within the discretion of the Storage Company. Likewise, the Storage Company has the right to demand that the Ship, which has taken berth alongside an assigned mooring location and which - for whatever reason - is not able to or does not commence loading respectively discharging cargo, or which discontinues any of these activities for more than 6 hours in spite of the installation's readiness, clears her berth instantly, all of this notwithstanding the right of the Storage Company to compensation for losses suffered due to the above.

If the Ship does not clear her berth on first request from the Storage Company, then the Storage Company has the right to shift (have shifted) or to remove (have removed) the Ship for the Ship's account and risk.

### **Section 9: Remainder on berth**

It is within the discretion of the Storage Company to decide whether the Ship is permitted to remain on her mooring after loading respectively discharging. This takes place for the Ship's account and risk and against a compensation imposed by the Storage Company on the understanding that these jetty conditions remain applicable.

### **Section 10: Availability of berth**

The Storage Company shall not be liable for any damage, loss, demurrage or other costs made or suffered by the Ship, as a result of the fact that the Ship has had to wait due to the mooring not being available, attainable or serviceable, whether in the case where prior reservations were made or when the Ship's expected arrival time was announced. Neither is the Storage Company liable for damage, loss, demurrage or other costs suffered or otherwise made by the Ship, which has taken mooring at the assigned mooring facilities, as a result of the installation not being ready for delivery respectively receipt of cargo due to delay or discontinuation of loading or discharging.

### **Section 11: Direct transfer from Ship to Ship**

For any manipulation of goods which is to take place between the Ship and any other vessel, prior permission from the Storage Company is required. Any activities in connection with this transshipment are for the Ship's account and risk, unless agreed upon differently, in writing, with the Storage Company.

### **Section 12: Damage inflicted by the Ship**

The Ship is answerable for all the damage or loss inflicted upon the Storage Company, its personnel and/or third parties, by the Ship or resulting from the incorrect actions by or negligence of the Ship's personnel. The Ship shall indemnify the Storage Company against all claims from third parties, which might be lodged against it as a result of the above.

### **Section 13: Indemnity in connection with activities carried out by the Storage Company on board the Ship**

The Ship is bound to hold the Storage Company indemnified against all claims lodged against it by third parties - cargo-interests included - in case of damage suffered by them as a result of or in connection with activities being carried out on board the Ship relating to the Ship and/or cargo by the Storage Company's personnel, unless demonstrable guilt on the part of the Storage Company can be proved.

A condition for this holding harmless is that the installation will not accept any liability without prior authority from the Ship, and that the Storage Company when defending itself against filed claims, will enable the Ship to conduct the defense for account of the Ship, in which case the Storage Company will give the Ship its co-operation.

#### **Section 14: Entering the installation's premises**

Any of the Ship's crew being present on the installation's premises, as well as those who enter these premises on request of the Ship and/or crew, do this at their own risk, also when this happens with permission of or under the attendance of the Storage Company. The Storage Company is never liable for damage or loss suffered by those who set foot on the premises. The rules contained by this clause also apply to vehicles with which crew or persons previously mentioned enter the premises. The Ship shall hold the Storage Company indemnified against all claims lodged by the crew or by above mentioned persons in this context.

#### **Section 15: Refusal of access**

The Storage Company is entitled, at all times, to refuse entrance to the premises to persons considered by it as undesirable, and to expel or have expelled these people from the premises.

#### **Section 16: The Ship's liability**

The Ship is liable for all consequences resulting from the breach of any obligation resting upon her or her crew, or of any agreement made on behalf of the Ship with the Storage Company.

#### **Section 17: Limitation of the Ship's liability**

These conditions leave unimpeded the limitations of liability of the Ship as settled by or by force of law or convention in those cases, where the Ship can appeal to such limitation.

#### **Section 18: Applicable law and competent court**

Belgium law shall govern these conditions and all disputes arising from the enforcement of these conditions and from agreements made between the Ship and the Storage Company. All disputes will be heard by the competent Court of Antwerp. The Storage Company shall, however, be entitled to institute claims against the Ship or anyone else in another Court of Law, in particular the Court of Law having jurisdiction at the place of establishment of the party against whom the Storage Company wishes to institute the claim in question.







#### **Section 19: Registration, translation and nullity**

These conditions have been filed of record at the Kamer van Koophandel en Nijverheid at Antwerp on 24<sup>th</sup> March 1997. In the event of the Dutch text of these Jetty Conditions being at variance with any translation made thereof or in the event of the Dutch text or any translation made thereof being capable of interpretation in a different way, then the Dutch text and/or the interpretation to be given to the Dutch text shall be decisive.

Should any of these articles of these Jetty Conditions be or become invalid and/or be declared null and void, then the validity of the other articles shall not be affected thereby.

### 3. BASIC SAFETY RULES

- The minimum PPE (Personal Protective Equipment) consisting of antistatic safety shoes or boots with product resistant soles, antistatic fire-retardant clothing (covering arms and legs fully), safety helmet and safety goggles must be worn at all times.
- Where indicated through signposting or upon request, additional PPE (e.g. ear protection, safety gloves) must be worn.
- Smoking is prohibited within the entire terminal premises, in buildings and in the truck parking area located near the entrance. Smoking areas (shelters) are provided OUTSIDE the terminal. This prohibition is extended to the holds and loading decks of your vessel.
- Possession of ignition sources (e.g. matches, lighters) within the terminal premises is prohibited.
- Non spark/explosion-proof equipment (e.g. mobile phones, cameras, calculators, battery-powered devices) is not permitted within the terminal premises.
- Any activity that could create a source of ignition (e.g. hot work: chipping, grinding, ...) is strictly prohibited.
- Mobile phones or laptops can be used only while seated in the fully enclosed cabin of your vehicle.
- Photography or videotaping in any form or manner is prohibited.
- Possession of weapons is prohibited within the terminal and in the parking area.
- Possession or consumption of drugs, alcohol or narcotics at the terminal or in the parking area is strictly prohibited. Persons under the influence of drugs, alcohol or narcotics are not allowed within the terminal premises.
- If you are taking medication that may affect your work performance you must notify the OTSA personnel.
- Cooking, eating or drinking is not permitted at the terminal except in designated areas.
- It is forbidden to enter the installation without permission from the control room.
- The legal traffic regulations are applicable. The speed limit is 40 km/h and at some locations 20 km/h. Railway traffic has absolute priority. Wearing a seatbelts is mandatory.
- All accidents, injuries, incidents, near misses or damage must be reported to OTSA personnel.
- Visitors and suppliers for vessels/barges must follow the terminal ISPS procedure.
- During the period our personnel is carrying out operations in connection with the loading or discharging of a barges, the Master or his deputy should be available on board at all times.
- Each indication given by OTSA personnel must be followed implicitly.
- When these guidelines are not fulfilled entrance to our installation will be refused.

No open fires	No smoking	No mobile phones	No pictures	No acces to unauthorized personnel
				
Helmet and safety goggles mandatory	Antistatic safetyshoes mandatory	Antistatic clothing (covering arms & legs) mandatory	No food or drinks allowed	Speed limit 40 km/h
				

## 4. EMERGENCY INSTRUCTIONS

### ALWAYS PUT YOUR OWN SAFETY FIRST

#### Notifications procedure for (potential) emergency situations:

- Report to our control room: via telephone at +32-3-5611-555 or via radio channel “NOOD” (emergency)
- Say WHO you are, WHAT happened and WHERE (and repeat).
- In case of casualties:
  - o If providing first aid assistance, wear appropriate PPE.
  - o Do not move casualties unless there is a threat or to provide first aid assistance.
- In case of fire:
  - o Immediately stop all activities in a safe manner. Extinguish all heat and spark sources.
  - o Put your own safety first.
- Only attempt to extinguish the fire if you have been trained to do so.
- In case of spills or gas leaks:
  - o Immediately stop all activities in a safe manner. Extinguish all heat and spark sources.
  - o Keep upwind of the leak. Put your own safety first.

#### When the OTSA alarm sounds:

- Immediately stop all activities in a safe manner. Extinguish all heat and spark sources.
- Close doors and holds and stop all ventilation and air-conditioning systems.
- Keep radio silence (OTSA radio) and keep all communication channels open.
- When the situation is safe or under control, a monotone signal will sound to give the “all clear”.

Our personnel will bring themselves in safety and can leave your barges without supervision.

If your barge is connected to the shore due to manipulation, uncoupling will be done in presence of OTSA personnel when safety permits.

You will be contacted in case we want you to evacuate your ship. In all other cases remain indoors.

#### Alarm signal at neighboring companies:

A comprehensive safety procedure will be activated and if action is required at OTSA, you will be informed. Leave all communication channels open.




#### Alarm signal at jetties 613 and 615:

When the warning signal at Evonik (modulated wail siren, repeated for one minute) sounds following actions must be taken:

- All manual operations are to be stopped safely.
- Personnel ashore will muster at jetty 617 if practicable. An alternate escape route is available at jetty 613.
- Personnel on board will stay indoors and await instructions.

#### In case of external sirens indicating a NBC alarm (Nuclear, Biological, Chemical):

A modulated wail siren that is repeated after a brief interval, together with a spoken announcement. Stay inside the accommodation, close all windows and doors and await further instructions.

FIRE ALARM	GAS ALARM	ALL CLEAR
		

#### Alarm tests:

- OTSA: conducted every Thursday at 11:00 LT.
- Neighboring company Evonik: every first Thursday of the month at 12:00 LT.
- Neighboring company Monsanto: every Thursday at 13:00 LT.
- NBC alarm: every first Thursday each quarter.





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## 5. SECURITY

### Compliance ISPS

Our facility is in compliance with the provisions of Chapter XI-2 of SOLAS 1974, as amended, and part A of the ISPS (International Ship and Port Facility Security) code. The relevant security regulations, which will be strictly enforced, are as follows:

- Only authorized personnel are allowed access into the terminal.
- No unauthorized persons are permitted on the jetty.
- Unless authorized, no boat, launch or other craft may approach the jetty or barges secured thereto without the prior approval of the Terminal Management.

For questions or remarks concerning ISPS please contact the Port Facility Security Officer (HSSE Manager and HHSE Supervisor) via the control room:

- radio channel: "OPS"
- phone: +32-3-5611-917
- in case of power failure: +32-473-731-885

### Access to the jetty for ship's crew

Before arrival the ship will provide a list with people that wish to (dis)embark. Permission to (dis)embark is given, after verification by the guard, by the control room.

Before leaving and/or entering the terminal premises, persons (dis)embarking are to present themselves at the guardhouse for registration.

All persons (dis)embarking require an escort and minimal PPE (safety helmet, safety goggles and safety shoes). Entering the terminal on foot is strictly prohibited.

### Access to the ship for visitors, agents, surveyors and other third parties

Visitors, surveyors and other third parties are to be pre-announced by the ship. After registration and check-in at the guard house, the control room will verify if the person is expected on board. After approval from the ship, the person can access the jetty and board the vessel. Upon return the person will check-out at the guard house.

### Deliveries to the vessel

Taking on deliveries via the terminal is to be pre-announced by the ship. After registration and check-in at the guard house, the control room will verify if the delivery is expected on board and do not interfere with cargo operations. Only after approval from both ship and control room the supplier will be allowed on the premises.

For ship/ship deliveries explicit permission from the control room is required.

**All pre-announcements to be made via on line web portal.**