

Application Requirement for Barge Identity Cards

The company who wishes to apply for a Barge Identity Card ("BID Card") shall provide the Barge Centre with the following documentation.

- i) A completed application form which has been duly signed by the applicant's authorized representative and chopped with a valid company chop.
- ii) A copy of terms and condition of issue and use of the BID which has been duly signed by applicant's authorized representative and chopped with a valid company chop in signifying the acceptance.
- iii) A copy of each of the following document.
 - a) Hong Kong Business Registration Certificate of the Barge Company which has applied for the Barge ID card on behalf of the barge. .
 - b) Barge License \ Certificate and Registration documents issued by HKSAR GOVT or PRC in respect of which a Barge ID Card is required.

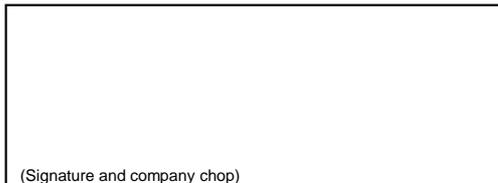
All of the above documents should be sent to:

The Barge Centre
Tower 2 G/F,
Hongkong International Terminals Ltd.
Container Port Road South
Kwai Chung
New Territories

Terms and Conditions of issue and use of the Barge Identity Card

1. **Obligations regarding the use of Barge ID Cards and berth to HIT**
 - 1.1 The Barge Identity Cards ("BID Cards") can be used at Hongkong International Terminals Limited (hereinafter referred to as (HIT) unless the context otherwise permits.
 - 1.2 Any barge wishing to berth at HIT Terminals must at all time produce, and use a valid BID Card which has been issued in respect of the barge seeking to berth.
 - 1.3 Any Barge which fails to produce a valid BID Card when required to do so, may be denied berthing at HIT and/or refused permission to deliver or collect a container or cargo.
 - 1.4 In the event of any unauthorized use of a BID Card (for instance, if that barge is not listed in the Barge Centre's records as a registered user), the barge company to which the relevant BID Card was issued may have all of its BID Cards revoked and canceled and all of its barges may be denied berthing in the future to HIT.
 - 1.5 In the event of any query arising in respect of, inter alia, the validity of any BID Card or a person's entitlement to use a BID Card or in relation to any other matter whatsoever, HIT may require satisfactory proof of identity or evidence of entitlement to hold the BID Card or whatever other proof may be required before permitting that barge to berth at HIT.
 - 1.6 Every Barge company which is issued with a BID Card(s) undertakes and shall procure its employees, agents, contractors, to undertake to ensure good care is taken of such BID Card(s) at all times and shall use all endeavors to ensure that they are not lost, damaged or forgotten when berthing at HIT is required and shall ensure that no improper use is made of the BID Cards and that all terms and conditions set out herein are complied with.
 - 1.7 Every Barge company which is issued with a BID Card(s) undertakes and shall procure its employees, agents, contractors, to undertake that they shall make themselves familiar with HIT code of practice for safe berthing within the terminals and shall undertake to observe and comply with such codes and any other regulations which HIT may require to be complied with from time to time.
 - 1.8 Notwithstanding any of the above terms and conditions, HIT in its absolute discretion reserves the right in all cases and at all times to refuse to allow barge or any other persons whatsoever to receive and/or release and/or handle any container and/or cargo and/or to admit any barge or any other person whatsoever to enter or exit its premises.
2. **Charges for BID Cards**
 - 2.1 There shall be no charge for the initial issue of a BID Card(s) to the barge companies.
 - 2.2 Where a BID Card is required to be replaced due to normal wear and tear, they shall be replaced free of charge provided the old BID Card has been returned to the Barge Centre before or at the same time as the new BID Card is issued.
 - 2.3 Where a BID Card is required to be replaced due to the original BID Card being lost or damaged due to neglect or carelessness, the barge company applying for the replacement Card shall be charged HK\$150.00.
In cases where the old BID Card has been damaged that Card shall be returned to the Barge Centre before a replacement BID Card will be issued.
In cases where the original BID Card has been lost, the barge company must notify HIT of such loss immediately and must submit a statement setting out, how the BID Card was lost, when it was last used or seen and the barge company must confirm that all efforts have been used in an attempt to find the lost BID Card before a replacement Card will be issued.
It is in the barge company's absolute interest to ensure that lost BID Cards are immediately reported to the Barge Centre. Until such time as a BID Card has been reported lost and notice of cancellation is given to the Barge Centre and a receipt of such notice has been acknowledged in writing by an authorized representative of the Barge Centre, the lost BID Card will continue to be registered in the name of the barge company and that barge company will continue to be liable in relation to such BID Card.
3. **Information relating to barge and barge companies**
 - 3.1 As one BID Card is required in respect of each barge intended by the barge company to berth at HIT, details of each barge (including, inter alia, the barge registration number, license details) will be required to be included on the relevant application form.
 - 3.2 An application form should be completed with all the relevant details and submitted to the Barge Centre for every additional barge in respect of which a BID Card is required.
 - 3.3 In cases where there has been or is intended to be any change to the barge company or the registered barge (for instance, if the company has changed its name, ownership or has ceased trading or if the barge has been destroyed, damaged or no longer intended to be used) then, the relevant barge company shall submit details of any such change to the Barge Centre immediately.
 - 3.4 The barge company warrants that all information and documentation provided by it (or its employees, agents or contractors) is valid, true and accurate.
 - 3.5 The barge company further authorizes the Barge Centre to furnish whatever information is available to the Barge Centre, in relation to the barge company, the barge used or owned by that company to any third party whatsoever.
4. **Liability**
 - 4.1 The barge company shall be liable for and shall indemnify HIT against all or any actions, claims, proceedings brought in respect of any loss, costs, charges or expenses incurred as a result of or arising directly or indirectly from or in connection with that barge company's personnel or bargemen being in HIT or the barge being berthed at HIT or as a result of or arising directly or indirectly from or in connection with the use by any person (whether improper or otherwise) of a BID Card which is registered in the name of that barge company or as a result of any act, omission, negligence or breach of any of these terms and conditions by the barge company, its employees, agents or contractors.
 - 4.2 To the extent permitted by law, HIT will not accept any responsibility or liability for any loss, injury or damage caused to any barge company or any person entering the premises of HIT (including, inter alia, barge crew or any other person whatsoever) or for loss or damage caused to any property belonging to such persons howsoever such loss, injury or damage may be caused, whether or not as a result of any act, omission or negligence on the part of HIT, its employees, agents or contractors.
5. **Miscellaneous**
 - 5.1 These terms and conditions shall take effect and bind each barge company (its employees, agents or contractors) from the date on which the first BID Card is issued to that barge company.
 - 5.2 These terms and conditions are issued in both English and Chinese and in the event that there is an inconsistency between the two versions, the English version will prevail and apply.
 - 5.3 These terms and conditions shall be governed and construed in accordance with Hong Kong laws.

I/we hereby agree to be bound by the above terms and conditions and whatever additions, amendments, variations or modifications as may be made to them from time to time.



(Signature and company chop)

Signed by (Name in block letter):

Title held:

For and on behalf of:

Barge company name:

Date: