

TAURANGA CONTAINER TERMINAL – CARRIER ACCESS ARRANGEMENT (CAA)

Overview

1. The Tauranga Container Terminal (**TCT**) situated at Sulphur Point, Tauranga is owned and operated by Port of Tauranga Limited (**POTL**). POTL is committed to the highest principles and standards of safety, environmental and operational excellence, customer focus and continuous improvement.

Site Safety, Environmental and Traffic Management Requirements

2. POTL places the utmost importance on site safety and environmental responsibility for all employees, contractors and visitors who access the TCT facility (**Terminal**). POTL takes a stance of zero tolerance to behaviours that contribute to work place incidents which have a negative impact on TCT's business or the environment. Safety and environmental responsibility is a fundamental component of operations and it will be incorporated into all business relationships and processes. All personal entering the Terminal must have firstly successfully completed POTL's access induction, and secondly all drivers using TCT's truck exchange(s) at the Terminal (**TCT's Truck Exchange**) must have completed site specific safety training from their employer (inclusive of a site familiarisation visit) as well as TCT's Truck Exchange induction.
3. All Container Transport Operators (**CTOs**) operating on or within the Terminal or TCT's roadways and operational areas must be aware of and adhere to all of POTL's safety, environmental, security, NZ Customs and Ministry of Primary Industries (**MPI**) policies and procedures. TCT's Truck Exchange specific safety requirements include, but are not limited to, the requirements set out in these CAA terms.
4. Intoxicants, illegal narcotics and persons under the influence of such substances are not permitted within POTL's operational areas. This also extends to prescribed drugs where medical and/or prescription advice is not to operate equipment or operate trucks on the road whilst under the effects of such prescription medicines.
5. All truck and/or trailer equipment accessing the Terminal must be registered, road worthy and maintained to at least those minimum standards as per NZTA's/manufacture's recommendations. Truck and trailer units as well as drivers must be compliant with all required and relevant legislative requirements, registrations, certificates, licenses and log books.

Fatigue Management / Driver Responsibilities

6. CTOs are required by law to ensure drivers do not exceed their maximum regulated hours for driving and working and must change over drivers who have worked their maximum number of work time hours. If maximum driver hours are reached whilst the truck and driver are located at the Terminal, and the CTO is unable to change drivers, then the CTO must

withdraw and move the truck away from the Terminal so as not to impede access for other CTOs and Terminal users.

7. All truck drivers employed or contracted by CTOs must:
 - (a) Be licensed to operate the truck and its configurations;
 - (b) Adhere to TCT's traffic management plans and follow all internal traffic signs;
 - (c) Strictly adhere to all speed limits as stipulated at TCT's access induction;
 - (d) Give way to TCT straddles and all equipment operating when entering TCT's Truck Exchange;
 - (e) When using TCT's Truck Exchange, drivers must exit the cab and remain in the green safety zones, remaining visible to the straddle drivers at all times whilst being loaded and unloaded;
 - (f) Ensure refrigerated containers are disconnected from generators prior to entering TCT's Truck Exchange;
 - (g) Ensure all container locking pins are in the ready position for container loading or unloading. Damage resulting from failure to correctly position container locking pins will be the responsibility of the CTO/driver; and
 - (h) Report any equipment or property damage immediately to TCT's R&D office.

8. Any damage to POTL or TCT property or other CTO cargo and equipment resulting from failure to adhere to TCT's policies or procedures will be the responsibility and liability of the CTO/driver concerned.

Personal Protective Equipment (PPE) Requirements

9. Drivers entering the Terminal are required to wear steel cap boots compliant with current NZ safety standards (currently AS/NZS 2210.3:2019).
10. Drivers entering the Terminal are required to wear 'Hi Visibility Garments', with the minimum being a vest to be worn as an outer layer of clothing compliant with current New Zealand standards (currently AS/NZS 4602.1:2011).
11. Upon entering, and at all times while within, the Terminal, compliant PPE must be worn by all drivers and other CTO personnel.

VBS Notification Requirements and Information

12. In order to improve efficiencies for CTOs and to avoid congestion, TCT has installed Containerchain's vehicle booking system (**Containerchain's VBS**) at the Terminal to assist with the coordination of truck flows into and out of TCT's Truck Exchange.
13. CTO access for its trucks and drivers to TCT's Truck Exchange is only by way of a pre-transacted "notification time" (**Notification**) issued through Containerchain's VBS as displayed on its website – www.containerchain.co.nz (**Containerchain's Website**).
14. CTO's will be required to have an active commercial account with Containerchain, opened via its website, in order to pre-transact Notifications at TCT.
15. Notification times will be in 30 minute periods. A buffer period either side of the selected Notification time will make up a "Notification Window" and will be applied as per the time limits indicated on Containerchain's Website (**Notification Window**). Transactions will be

determined as “On Time” if a truck arrives within the Notification Window. A Notification Window is determined as up to 30 minutes prior to the commencement of, or up to 30 minutes after, the selected Notification time.

16. TCT will use best endeavours to notify CTOs of current and possible delays with Notification times in relation to anticipated truck arrivals. These notifications will be sent via Containerchain’s “Message Alert System” and / or TCT’s own messaging functionality.

Access to TCT’s Truck Exchange – Export Containers

17. All export containers being delivered to TCT’s Truck Exchange will require a valid “Notification” to be issued to the CTO from Containerchain’s Website prior to the truck arriving at the Terminal.
18. All export containers being delivered to TCT’s Truck Exchange will be required to have a valid export pre-advice received electronically.
19. All Notifications will require the truck number to be recorded by the CTO prior to the arrival of the truck at the Terminal.

Delivering an Export MT Container

20. All MT export containers must be electronically pre-advised prior to requesting a valid Notification.
21. All MT export containers being delivered to TCT’s Truck Exchange will require a valid Notification to be issued to the CTO from Containerchain’s Website prior to the truck arriving at the Terminal.

Collecting an Import Container

22. All import containers being removed from TCT’s Truck Exchange will require a valid Notification to be issued to the CTO from Containerchain’s Website prior to the truck arriving at the Terminal.
23. All Notifications will require the truck number to be recorded by the CTO prior to the arrival of the truck at the Terminal.
24. Drivers must check the container or consignment number they are collecting matches that represented on the gate out docket or Containerchain’s E-gate application prior to exiting the Terminal.

E-gate Notifications

25. Driver’s utilising the Containerchain’s E-gate application are not permitted to enter TCT’s Truck Exchange whilst they have a “red-lane” indicated on the application. All drivers arriving at TCT’s Truck Exchange with a red-lane scenario must call into TCT’s R&D office to have their container transaction processed by a TCT R&D operator.

Truck Arrival Procedure

26. Trucks arriving without a valid Notification, will not be processed or permitted to enter TCT's Truck Exchange.
27. Based on safety and operational considerations, TCT have an expectation for trucks to arrive during the nominated Notification Window.
28. On arrival at the Terminal, drivers must ensure they do not cause unnecessary queuing as a result of their arrival. For CTOs not utilising E-gate, a driver arriving at TCT's R&D office will be required to quote either the "Notification number" or the relevant "truck ID number" to the R&D operator. This information is used to identify and activate the transaction in the Terminal's operating system. Upon verification of a valid Notification, the driver will then be directed to the appropriate truck exchange location.
29. If a truck arrives during the nominated Notification Window, Containerchain's VBS will indicate the performance of the CTO in respect of that Notification as being "On Time".
30. If a truck arrives earlier than the nominated Notification Window, based on safety and operational considerations, TCT may request the driver to exit the Terminal and return during the nominated Notification Window.
31. Early arriving trucks are not permitted to wait unnecessarily in the Terminal approach road or truck lanes. Although transacting early arrivals are at TCT's discretion, drivers should only proceed with an early arrival should they be requested to do so by TCT. An early arrival transaction fee may be applicable.
32. If a trucks' gate transaction is completed before the commencement of the nominated Notification Window, Containerchain's VBS will indicate the performance of the CTO in respect of that Notification as being "Early".
33. If a truck arrives later than the nominated Notification Window, based on safety and operational considerations, TCT may request the driver to exit the Terminal and re-notify for a subsequent Notification time. In this case, additional Notification Fees will apply.
34. If a trucks' gate transaction is processed after the expiration of the nominated Notification Window, Containerchain's VBS will indicate the performance of the CTO in respect of that Notification as being "Late". In this case, further Notification Fees may apply.
35. If a truck fails to arrive after four hours from closing of a Notification Window, for reporting purposes, the performance of the CTO in respect of that Notification will be considered "Unutilised" or "Expired". In this case, further Notification Fees will apply.

Cancelled Notifications

36. A Notification can be cancelled by a CTO up to the time indicated on POTL's tariffs and Containerchain's Website prior to the commencement of a Notification Window and the applicable Notification Fee will not be charged.
37. If a Notification is cancelled by a CTO after this time, the applicable Notification Fee will still be charged.

38. TCT may be required to cancel Notifications on behalf of a CTO due to internal operational issues. If this occurs, the CTO will be notified and the applicable Notification Fees will not be charged.

Notification Fees

39. A Notification Fee is payable for each Notification (**Notification Fee**).
40. A comprehensive list of Notification Fees are available for viewing on both POTL's tariffs and Containerchain's Websites. Such fees will be reviewed periodically and may be increased from time to time. Such increased fees will be payable in respect of all Notifications booked after the date such increases are posted to POTL's tariffs/Containerchain's Website.

Invoicing

41. Notification Fees and other container movement charges will be invoiced to CTOs by Containerchain on behalf of TCT.
42. Invoices are raised monthly and represent all activity of that CTO for the preceding month.
43. Invoice payment terms are strictly 20th of the month following the date of invoice.
44. Invoices outstanding after their due date for payment will result in a CTO's Containerchain account being suspended, or at the discretion of Containerchain or POTL, cancelled.

Dispute Resolution

45. If the intended container return or pick up from a Notification does not occur due to a contributing factor caused by or at the fault of TCT, the CTO is required to log the issue with the Help Desk on Containerchain's Website (Help Desk) as soon as possible after the truck departs the Terminal. In any event, this should be logged no later than 24 hours after time of the truck departure.
46. Disputes or enquiries directly related to invoicing by Containerchain can be taken up with Containerchain's Help Desk This is to enable any potential invoice dispute regarding a Notification to be promptly addressed.

Terminal Opening Hours

47. TCT Terminal trading hours are generally 24 hour a day, 7 days a week (except Christmas day). Amendments to Terminal opening hours will be as per that posted on POTL's website from time to time.

Alterations to these Carrier Access Arrangements

48. In order to meet safety and operational requirements, these CAA terms may be amended from time to time by POTL. All amendments will be communicated to registered account holders via Containerchain's VBS and will be posted on POTL's and Containerchain's Website from time to time as such changes occur.

Indemnities

49. The CTO indemnifies and keeps POTL indemnified in respect of any loss or damage to POTL's property or equipment, and for death or injury to any person, as a consequence of:
- (a) any breach of these CAA terms by the CTO; or
 - (b) any negligent act or omission or wilful misconduct of the CTO,
- except to the extent that such loss, damage, death or injury is caused by any act or omission constituting negligence or wilful misconduct by POTL.
50. POTL indemnifies and keeps the CTO indemnified in respect of any loss or damage to the CTO's equipment, and for death or injury to the CTOs personnel, as a consequence of:
- (a) any breach of these CAA terms by POTL; or
 - (b) any negligent act or omission or wilful misconduct of POTL,
- except to the extent that such loss, damage, death or injury is caused by a breach of these CAA terms, or any act or omission constituting negligence or wilful misconduct by the CTO.
51. Any damage to truck or container equipment incurred within the Terminal must be reported to TCT's R&D office prior to the driver leaving the Terminal. Liability will not be accepted by POTL for any damage reported after the truck or container equipment has left the Terminal.

Limitation of Liability

52. Subject to clause 50, but to the fullest extent allowed by law, POTL excludes all liability to the CTO for any loss or damage, including liability arising in contract or tort (including negligence), which arises out of or is in any way connected with any use of the Terminal and its facilities or with any delay or inability to use the Terminal, or for any information or Notification services obtained or provided through the Containerchain VBS.
53. Notwithstanding any other clause of these CAA terms, POTL will not be liable to a CTO for:
- (a) any indirect, consequential or special loss or damage, any loss of business opportunity, or damage to goodwill, suffered or incurred by the CTO;
 - (b) any loss to the CTO caused by a breach of these CAA terms by another CTO or other Terminal user;
 - (c) any event or circumstance beyond the reasonable control of POTL, such as an act of God;
 - (d) a network or power outage of the Containerchain VBS;
 - (e) for any demurrage, delay or other costs of transportation of any kind howsoever caused due to a fault, delay or malfunction of Containerchain's VBS;
 - (f) any injury or loss arising out of a failure by the CTO or its driver to properly and adequately secure any cargo or container on any truck, or on any other form of transport;
 - (g) any costs, charges, expenses, damages, compensation or any other moneys whatsoever for any injury or loss arising from any failure to inspect containers, any failure to note or report damage thereto (whether apparent damage or not) or any failure to take steps necessary to protect the contents of any container and POTL undertakes no responsibility to inspect containers for damage or to report any damage to the CTO. POTL will make reasonable endeavours to refer all apparent

- damage to containers to the CTO and to take any appropriate steps necessary to protect the contents of any container noted to be damaged; or
- (h) improper or insufficient or erroneous marking or addressing of any cargo or containers, or for any inherent vice or quality of cargo presented to TCT.

Obligations as to Hazardous Cargoes

54. A CTO must comply with any rules and directions outlined within POTL's "Dangerous Goods & Hazardous Substances Code of Practice", as amended and published from time to time by POTL in respect of the handling of dangerous, hazardous and noxious cargo and will also comply with any statute, statutory regulations or other legal requirement that may be in force whether prescribed by the New Zealand government and all other local or government authorities whatsoever, and also with rules, requirements or procedures set by owners of cargo as appropriate.
55. POTL shall not be liable for hazardous cargo that does not meet the requirements outlined within POTL's Dangerous Goods & Hazardous Substances Code of Practice and such cargoes may be removed or rendered harmless without compensation to the CTO. In the event the CTO has not complied with its responsibilities either under law or those outlined within POTL's Dangerous Goods & Hazardous Substances Code of Practice, the CTO shall indemnify and keep POTL indemnified against all loss, damage or expense arising out of such hazardous cargo being tendered for Terminal services at TCT.

CTO responsible for safe management:

56. The CTO undertakes and warrants to POTL that it will at all times fully comply with:
- (a) its duties and obligations under all applicable Acts and that it will not do or omit to do anything which breaches any one of them or is likely to breach any duty or obligation under such Acts which is likely to result in enforcement proceedings or other penalties; and
 - (b) all directions, requirements and instructions notified to it by TCT, in respect of security, traffic movements, health and safety or in respect of any duties or obligations of any person under such Acts. The CTO acknowledges that this may include producing, on demand, evidence that it is satisfying its obligations under such Acts.
57. If at any time a CTO becomes aware that it is in breach of any applicable Act, or is likely to be in breach, of any such duty or obligation, the CTO agrees to immediately notify POTL and follow all directions to avoid, remedy or mitigate any such breach or anticipated breach. The CTO will ensure that its agents, contractors and employees are aware of these terms and will abide by them.

General

58. All notices concerning TCT operations or disputes under these CAA terms (other than disputes relating to Containerchain's VBS and invoicing) should be given by personal delivery or by ordinary mail or email transmission:

To: Tauranga Container Terminal
 Private Bag 12504
 Tauranga Mail Centre
 Tauranga 3143

66 Mirrilees Road, Sulphur Point
 Tauranga 3110

Email: martyn@port-tauranga.co.nz

To: CTO
 at any of the CTO's last known places of business or contact details in New Zealand; or
 at the last known address or contact details of the CTO's agent in New Zealand.

59. The CTO represents and warrants that it is using or purchasing Terminal services provided by POTL under these CAA terms solely for business purposes and POTL and the CTO agree that nothing in the Consumer Guarantees Act 1993 shall apply to the supply of such Terminal services to the CTO.

Definitions

60. For the purposes of these CAA terms:

"**Acts**" means all enactments, regulations, rules and requirements made by any Governmental or Local Authority and which govern the activities carried on by POTL or the CTO on or about the Terminal or adjoining waterways, (including those necessary for POTL to continue to operate as an international port), including but not limited to all MPI requirements, the Resource Management Act 1991, the Building Act 2004, the Health and Safety at Work Act 2015, the Customs and Excise Act 2018 and all similar legislation, regulations, rules, plans or similar and all statutes in amendment of or in substitution for, and all regulations, rules, plans or similar made under those Acts. A reference to any enactment, regulation or rule includes any amendments or substitutions of any particular Act;

"**cargo**" means any goods, merchandise or other property whatsoever whether or not within a container in respect of which POTL provides or is requested to provide Terminal services hereunder;

"**container**" means any article of transport, equipment (including lift, movable tank, flat or otherwise similar structure);

"**Containerchain**" means Containerchain New Zealand Limited and includes its employees, agents and contractors;

"**contractor**" includes direct and indirect subcontractors and their respective servants, employees and agents;

"**CTO**" means the relevant road carrier of a container or cargo and includes its employees, agents and contractors;

"**dangerous**" in respect of cargo means cargo which, or the escape of which, could cause injury to persons, property or the environment and includes dangerous, hazardous or noxious cargo as defined, or in respect of which particular care is required for, in the Maritime Rules and/or

in the International Maritime Organisation's Dangerous Goods Code and/or the Maritime Transport Act 1994 and/or the Land Transport Act 1998 and/or the Land Transport Management Act 2003 or other relevant New Zealand legislation for dangerous cargo; and

"POTL" means the Port of Tauranga Limited and includes its employees, agents and contractors.