

**Jordan Industrial Ports Company**  
**Industrial Terminal Services Charges List (2018)**  
**Issued by ASEZA**

**Article (1):**

1. This list called Industrial Terminal services list for the year of (2018) issued upon a resolution by ASEZA commissioners No. (803/2018) dated 30/05/2018.
2. This list and attached schedules (1, 2, 3, and 4) are starting from applicable (August, 31<sup>th</sup> 2018).
3. This list is applicable on terminal services provided at Industrial Terminal.
4. Any provision of this list does not affect any law or regulation regarding customs charges or any other fees or taxes applied in ASEZA or any law or legal order issued according to that law.
5. This list applies to all the agreements endorsed between Jordan Industrial Ports Company (JIPC) and its customers regarding services provided by JIPC excluding Services that had been mentioned in appendix 14 in D&O Agreement, unless otherwise agreed upon in writing between the parties of these agreement with the consent of ADC.
6. Provisions of this list do not apply to the services presented by APMSCO, as a Special List issued by ASEZA applied to such services.
7. Attached schedules are considered a part of this list.
8. All charges in the attached schedules are in Jordan Dinar.
9. This List is substitute to Aqaba Port service charges list (2009) as for Industrial Terminal at the mentioned Date above in Clause 1.2.

**Article (2):**

Definitions:

In this document unless context otherwise requires, the following terms shall have the following meanings:-

- Kingdom: The Hashemite Kingdom of Jordan.
- ASEZA: Aqaba Special Economic Zone.
- JIPC: Jordan Industrial Ports Company.
- Board of Directors: JIPC Board of Directors.
- General Manager: JIPC General Manager.
- Regulations: laws, orders, regulations and international agreements applied in the zone and/or in the Kingdom and their amendments.
- Industrial Terminal: Industrial Terminal including West, East, New (North) berths, and all JIPC facilities, handling systems, storage facilities, as defined by D&O Agreement.
- Handling Systems: All the Equipment used to Load and/or Unload Cargo up to Terminal Users tie points including conveyor belts, pipeline as described in battery limit "Appendix 3 D&O".
- Storage facilities: JIPC's Stores that used to store Cargo and all its related Equipment and tools.
- Anchorage areas: vessels anchorage areas within Jordan's territorial waters.
- Vessel: includes any ship or boat or barge or air cushioned vehicle or floating rig or platform used in any form of operations at the sea or in the port, or any description of a vessel.
- Gross Registered Tonnage (GRT): means the internal capacity of the enclosed spaces of the Vessel. For the purpose of calculating charges, GRT shall be the figure indicating the volume capacity of the Vessel shown on the official registration papers carried by the Vessel.

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- Gross Tonnage (GT): means the Gross Register Tonnage plus the vessel's essential spaces. For the purpose calculating charges. GT shall be the figure indicating the volume capacity of the Vessel shown on the official registration papers carried by the Vessel.
- Barge: means any floating platform tugged by a boat or a tug boat.
- Equipment: includes any appliances, apparatus, machinery, system or accessory used or intended to be used for the purpose of providing marine services and facilities.
- Terminal Services: services provided by JIPC, and that stated in article (4) of this list.
- Terminal Services Charges: any charges, fees, revenues, expenses, dues, fines or compensations regarding terminal services, including any rental charges for using terminal facilities or equipment as stated in the list and attached schedules.
- Goods: includes any natural materials, animal, agricultural, or industrial products solid, liquid or gaseous either exported or imported through the port, including but not limited MOP, Sulphur, all type of Fertilizers, And liquid bulk including PA, liquid ammonia, oil fuel or mining related material whether its natural materials or industrial Products as per the Allowed Products mentioned in D&O agreement.
- Dangerous goods: goods defined in the International Maritime Dangerous Goods (IMDG) code.
- Transit goods: the transport of goods via the terminal destined for or originated from a country other than Jordan labeled as transit goods in the customs index and the vessel's manifest.
- Transshipment: means the transport by ship via the terminal destined or originated from a country outside Jordan accessible only by sea route. Transshipment is evidenced by the Importer or exporter, as the case may be, both being a person located outside Jordan. Transshipment goods are stored, delivered and exported as imported goods and need the consent of the customs authority and the corporation through an application presented by the agent.
- Discharge: unloading of goods from vessel to the port berths or to lighters or from one vessel to another in any means.
- Loading: loading cargo from the Terminal berths or from lighters, from one vessel to another in any means.
- Direct Delivery: means the discharging or loading of goods from vessel to trucks or vice versa directly without the cargo touching the ground or berth.
- Handling: the processes of transfer goods from berths to terminal users tie points using JIPC handling systems or vice versa within terminal battery limit as described in D&O appendix3.
- Storage: Keeping goods in terminal storage facilities.
- Mooring: line up and moor vessels and lighters to the berth.
- Vessel rigger: Any person, who invests the vessel as owner or charter. The owner is considered a rigger.
- Shipping agent: Any person, licensed by the authorities to handle the agency of a vessel in the Kingdom and is appointed by the owner.
- Customs Clearance agent: Any natural or theoretical person, licensed by the authorities to clear the goods in customs and is assigned by the exporter or importer.
- Importer: Any natural or theoretical person whose name appears in the vessel's manifest as consignee.
- Exporter: Any person whose name appears in the vessel's manifest as shipper.

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- Customer: Vessel rigger, shipping agent, exporter, importer, customs clearance agent and other customers or users of the port services.
- Force Majeure: Means any event or circumstance or combination of events whenever occurring which cannot be avoided or prevented, that prevents the corporation from presenting the terminal services according to the law.

**Article (3):**

1. JIPC Provide all the terminal services using the machinery, equipment, materials, workers and good facilities with the right use.
2. JIPC is not responsible for any damages, break downs, resulting from stopping, and delaying, suspending terminal operation as a result of Force Majeure.
3. Using terminal by vessels and customers implies that they accepting terminal services type and charges and all conditions related to it.
4. The Agent is committed to provide JIPC with all the necessary information and documentation at least (24) hours before the time of presenting the service to insure the best performance and issue the service bills, if the documents and information are in complete or not presented in time, the corporation has the right to stop or delay the services ordered until the required documents are presented by the customer.
5. JIPC has the right to examine all the documents of vessels, goods, passengers and vehicles in order to perform its services and to calculate the terminal services charges accordingly.
6. Within 24 hours form requesting service; JIPC with Justifying Reasons has all the rights to not providing the services listed herein excluding Services mentioned in D&O Appendix 3 or in other users Agreements.
7. Agent obliged to submit all the real documents related to any services that had been provide by other parties, as JIPC has the right to Apply 15% margin. 24 hour prior to providing such service Agent shall submit the Approval Request, to arrange security Related data.

**Article (4):**

JIPC presents the following terminal services:-

1. Vessels mooring services.
2. Water supply and waste disposal services for vessels.
3. Goods stevedoring, handling and storing of cargo.
4. Goods counting, stocking, inspection and weighing.
5. Trucks weighing and covering.
6. Leasing machinery, equipment, vehicles, workers and terminal facilities for presenting terminal services.
7. Aid and rescue, firefighting, oil pollution combat and all the related services.
8. Terminal services related to vessels, cargo and vehicles in the port.

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**Article (5):**

1. JIPC Collect the charges of terminal services as in attached schedules (1, 2, 3, 4), tariffs subjected to modification as the case may be, according to a previous notification and ASEZA Approval. Any modification on charges shall not be before 90 days from Services list Issuance date.
2. All charges in this list are in Jordan Dinar and shall be paid in Jordan Dinar.
3. Any Charges on a services that had not been mention in the list or the attached schedules can be made upon JIPC's General Manager, then it shall be submitted to ASEZA to obtain the approval from ASEZA board of commissioners by ADC.
4. JIPC has the right to conclude agreements with its customers for special rating of terminal services if the customers commit to exporting or importing fixed quantities of goods within fixed dates, or any other commitments after taking the authority's consent and the prior approval of ASEZA's board of commissioners.

JIPC has all the right to set special agreements with its costumer, to collect charges based on agreed rate if the customer grantee to JIPC a determined Quantity to import or export during a specifics time period or any other obligation subjected to ASEZA approval as ADC is the entitled party to submit such agreements.

**Article (6):**

1. Any charges adopted according to special agreements between JIPC and any other third party before the approbation of this list shall be approved accordingly, as explained in Clause (5) of Article (1).
2. In case of special agreements expiring as provided in Clause (1) of this Article and when it is renovation, then all provisions of these list and attached schedules shall be applied to the port services to be provided to the parties to these agreements.

**Article (7):**

- 1- The goods received to His Majesty the King shall be exempted from port services allowances.
- 2- It is not allowed to obtain more than one reduction on handling allowances per shipment.
- 3- Storage charges are exempted according to the General Manager decision if delivery of goods is delayed because of JIPC for the period of the delay provided that the procedures of transfer the goods are ready.

**Article (8):**

1. Vessels' anchorage and mooring is considered complete when the vessel's anchor is thrown in the sea or the first rope is tightened to the berth or its boundaries.
2. Vessels' egression of the port is considered complete when the vessel's anchor is pulled out of the sea or the last rope is loosened from the berth.
3. All service charges are calculated based on the GRT, but if the vessel doesn't have a GRT, the charges are calculated using the GT, if the vessel has a double GT, charges are

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calculated on the higher one, if the vessel is towing another vessel or lighter, charges are calculated on the GRT of both vessels or/and the vessel and the lighter.

4. Port services are not presented to any vessel which does not have a maritime agent to represent it in the port.
5. JIPC bears the vessel's marine services charges if the vessel's anchorage or alignment place is changed upon a request from JIPC. The agent bears such charges if the vessel's anchorage or alignment place is changed upon a request from the agent or the vessel's captain or if the vessel's productivity is low or has many break downs provided that JIPC is not the reason for such low productivity or break downs.

**Article (9):**

1. The day is calculated from the first minute of the day for the purpose of calculating the port service charges.
2. The shipping agent must present an irrevocable bank bond acceptable to the JIPC issued by an authorized Jordanian bank stating the amount set by JIPC –if it is not possible to provide the bank bond– another financial guarantee acceptable by JIPC. The shipping agent is granted a permission period of (15) days from the date of ending the discharging or loading of the vessel to pay the total amount of the charges. Otherwise, and if the shipping agent delayed in payback the required amount, JIPC is entitled for (9%) yearly of the charges amount as a delay charge calculated from the end of the permission period until the date of paying the charges in full. JIPC has the right to take all the legal procedures to keep its rights including liquidizing the bank bond or the financial guarantee to equal the required amount plus the delay charges after notifying the shipping agent.
3. JIPC pays refunds to its customers the raise or fault amount, within (10) days from the date of presenting a written notification stating the raise or fault amount with the approval of the General Manager.
4. Without breaching article (2/9) above, JIPC is entitled stop or suspend of port services in case of failure to provide an acceptable guarantee to JIPC or in case of failing to settle the payments required on time.

**Article (10):**

1. Extra service charges are added for any extra service or workers needed for the benefits of the vessel or the cargo or considered important by the JIPC or necessary for presenting port services. These extra services are charged according to attached schedule (4) of this list, for presenting services working hands are as follows:

**A. Stevedoring:**

- Winch operator:(2)
- Hold observer:(1)
- Counting clerk:(1)
- Workers :(4) except bagged cargo / (7) workers in the holds.

**B. Cargo handling:**

- Workers: (4)

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2. If the agent presents a request for canceling the working hands ordered, the following charges are collected:
  - a. Vessel operations orders: (80) J.D per hand/ per shift.
  - b. Handling orders in the yards: (40) J.D per hand/ per shift.

**Article (11):**

- 1- The customer commits to the requirements of port safety, security and environmental protection and bears any charges assumed by JIPC as a result of his un-commitment.
- 2- Hazardous cargo entry for the port requires the previous consent of JIPC and the specialized authorities.
- 3- The customer is responsible for providing the necessary equipment for discharging, loading, transporting and handling heavy cargo (in size and/or weight) which are beyond the JIPC's capabilities provided that the previous approval of the JIPC shall be taken.
- 4- The weighing on JIPC's scale is obligatory for all trucks entering the industrial port for purpose of loading or discharging, excepting trucks which cannot be weighed on the scales for technical reasons related to JIPC or to the truck itself, so that alternative methods of weighing are used.
- 5- Metric ton is the interpolation unit for the port service allowances specified in this list, part of a hundred kilograms in each bill of lading is considered as a metric ton.
- 6- For the purpose of determining the weight of the cargo, according to the vessel's weight index or the port scales, or the report of the handling system, or the weight report which is better for JIPC. JIPC has the right to check the accuracy of these weights in the manner it deems appropriate, the customer is considered responsible for the precision of the information he presents.
- 7- If the customer requests sorting the cargo according to its specification, he is charged according to the set charges in schedule (4) attached to this list. The customer shall provide the necessary materials and equipment and obtain the approval from the specialized authorities.
- 8- It is not permissible to store the cargo in the port's storage facilities for more than one month in accordance with the allowances specified in schedule (3) attached in this list. Upon expiration of this period, and after presenting a notification to the cargo owners, JIPC have the right to dispose of the cargo in its favor or to sell them for service charges, JIPC has no responsibility in this regard.
- 9- Port service charges on cargo sold on auction are taken from the selling prices of the goods after deducting the customs charges on such goods.
- 10- The customer is charged for equipment, and workers needed for other services according to schedule (4) attached to this list.