



Apapa Ports Terminal

Tariff Charges



Apapa Terminals 'C' & 'D'
Port of Lagos

TABLE OF CONTENTS

CHAPTER 1..... 2
GENERAL TERMS & CONDITIONS 2

CHAPTER 2..... 12
TERMINAL TARIFFS..... 12
 Cargo Dues: General Cargo 12
 Cargo Dues: Bulk Cargo 13
 Cargo Dues: Container Handling 14
 Cargo Dues: Vehicles 15
 Delivery Charges: General Cargo 16
 Delivery Charges: Bulk Cargo 16
 Delivery Charges: Container Handling 17
 Delivery Charges: Vehicles 18

Storage Charges: General Cargo 19

Storage Charges: Bulk Cargo 20
 Storage Charges: Containers 21
 Storage Charges: Vehicles 22
 Terminal Handling Charges 23
 Fast Track /Barge 24
 Mechanical Equipment Charges: Forklift Lifts (On Board) 25
 Mechanical Equipment Charges: Fork Lifts (Ashore) 26
 Mechanical Equipment Charges: Container Handling 27
 Vehicle Entry Permit 27

Document Processing And Additional Charges 28
 Additional Services 29

CHAPTER 3..... 30
PENALTIES/SURCHARGE 31

CHAPTER 4..... 32
TERMINAL TARIFF STRUCTURE..... 32

CHAPTER 5..... 33
BUSINESS PROCESSES & DOCUMENTATION..... 33
DELIVERY PROCEDURE 39

CHAPTER 6..... 40
DEFINITIONS..... 40

CHAPTER 1

GENERAL TERMS & CONDITIONS

ITEM 1. APPLICATION OF TARIFF:

Except as otherwise provided herein, the rules, regulations, rates and charges in this tariff will apply on all cargo delivered to or discharged from vessels at Apapa Terminals 'C' and 'D'.

ITEM 2. ARRANGEMENTS FOR BERTHS:

All vessels, or their owners or agents desiring berths at Apapa Terminals 'C' and 'D' shall apply for berth application at least five (5) days in advance of vessels arrival, furnishing ENL Consortium Ltd, with the vessels length overall, draft, Cargo Manifests and Bill of Lading and any other specific requirements.

ITEM 3. RESPONSIBILITY FOR LOSS OR DAMAGE:

ENL Consortium Ltd, its officers, agents or employees shall not be responsible and not be held liable for loss or damage, by whomsoever caused, to vessels, merchandise or any other property handled at or upon Apapa Terminals 'C' and 'D', or stored thereon, either by fire, water, flood, action of the elements, collision, explosion, theft, negligence, riot, strike or other cause, except where it is due to ENL Consortium Ltd's own negligence. Any damage done to the premises, buildings, utilities, other structures or equipment at Apapa Terminals 'C' and 'D' by a vessel or otherwise, must be immediately reported to ENL Consortium Ltd, together with the name of the person causing such damage. The expense of the repair of such damage shall be paid by said vessel or person, or agent of said vessel or person, except where it is due to ENL Consortium Ltd's own negligence.

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ITEM 4. DANGEROUS CARGO:

No gunpowder, explosives, firearms or other dangerous cargo may be placed within the boundaries of Apapa Terminals 'C' and 'D' piers except by permission of the ENL Consortium Ltd.

ITEM 5. ACCESS TO SHIPPING RECORDS:

Vessel owners, agents and masters will be required to permit ENL Consortium Ltd to have access to the cargo manifest and any other transportation documents for the purpose of obtaining the data necessary for the correct assessment of charges.

ITEM 6. INSPECTION OF CARGO:

ENL Consortium Ltd is authorized to enter upon and inspect any vessel in a berth to ascertain the kind and quantity of merchandise of cargo thereon and no person or persons shall hinder, molest or refuse entrance upon such vessel for the purpose specified.

ITEM 7. ARRANGEMENTS FOR USE OF THE FACILITIES:

When shippers, consignees, motor freight forward business to Apapa Terminals 'C' and 'D' port, arrangements must be made in advance for the handling or storage of same, otherwise it is optional to ENL Consortium Ltd as to whether or not such business is accepted.

The use of the facilities under the jurisdiction of ENL Consortium Ltd shall constitute a consent to the terms and conditions of this tariff and evidence of agreement on the part of all vessels, their owners or agents and other users of such facilities to pay all charges specified in this tariff and be governed by all rules and regulations contained herein.

ITEM 8. COMMERCIAL CONTRACTORS:

All outside maintenance contracted by leases, vessels, vessels owner or agents must receive clearance through ENL Consortium Ltd prior to entering into any work at Apapa Terminals 'C' and 'D'.

ITEM 9. ADMINISTRATIVE BUSINESS HOURS:

The hours of business are between 8:30 A.M. and 4:30 P.M. Monday to Friday and between 8:30 A.M and 12: A.M on Saturday, exclusive of Sundays and Public Holidays. Administrative services performed during other than business hours shall be subject of special agreement with ENL Consortium Ltd.

ITEM 10. CAPACITY OF FACILITIES:

ENL Consortium Ltd does not obligate itself to provide berthage, storage, equipment, labour, or other form of service beyond the reasonable capacity of its facilities.

ITEM 11. VESSEL REQUIRED TO USE BERTH ASSIGNED:

All vessels are required to use berth assigned. Assignments of berth are not transferable and in the event of failure to use berths as and when assigned, ENL Consortium Ltd reserves the right to use such unoccupied berth for other purposes.

ITEM 12. CREW ABOARD AT ALL TIMES:

All vessels berthed at quays controlled by ENL Consortium Ltd shall at all times have sufficient crew to comply with orders issued by the NPA and ENL Consortium Ltd and to observe all rules and regulations of the NPA and ENL Consortium Ltd.

ITEM 13. REMOVAL OF REFUSE MATERIAL:

Rubbish, refuse or other material must not be placed on the quay side or other areas within the confines of Apapa Terminals 'C' and 'D' or other property controlled by ENL Consortium Ltd. Rubbish, refuse or other material identified as being from subject vessel will be removed at the expense of the party responsible and liable party will be subject to \$500.00 fine.

ITEM 14. REMOVAL OF OBJECTIONABLE FREIGHT:

ENL Consortium Ltd reserves the right to move freight or other material which in its judgment is liable to damage other goods, to another location on the quays, or to private facilities, at the risk and expense of the owner.

ITEM 15. ABANDONED CARGO:

The cargo owners' agent shall bear the expense of removing from quays and storage areas abandoned cargo, such as damaged or unsaleable goods and shall be responsible for payment of wharfage, storage and other accrued charges on such cargo.

ITEM 16. DUMPING OF OIL OR REFUSE:

It shall be unlawful for any person to pump, discharge or deposit or to cause or permit to be pumped, discharged or deposited or to pass or allow to escape in or into the waters of the harbour any oil, spirits, or inflammable liquid or any coal tar, or refuse, or residuary product of coal or any petroleum asphalt, bitumen, or other carbonaceous material or substance, or any product or compound thereof, or any bilge water containing any of said materials or substances.

ITEM 17. RESPONSIBILITY FOR DEMURRAGE OR DETENTION:

ENL Consortium Ltd does not assume responsibility for delays of any nature, demurrage to vessels, or detention of vessels, arising from any cause whatsoever.

ITEM 18. STEVEDORING:

All stevedoring (loading or discharging of vessels) will be subject to the rules and regulations of ENL Consortium Ltd and must be performed in a manner satisfactory to ENL Consortium Ltd, but ENL Consortium Ltd assumes no responsibility for such work, unless otherwise provided.

All stevedoring companies performing work at the Apapa Terminals 'C' and 'D' shall be required to file with ENL Consortium Ltd a certificate of Insurance showing proper coverage for legal liability for damage to Apapa Terminals 'C' and 'D' property, cargo and/or other personal injuries (see Item 27).

ITEM 19. INSURANCE NOT INCLUDED:

The charges provided for herein do not include any expense of insurance covering owner's interest in the cargo of any kind, nor will such insurance be covered by ENL Consortium Ltd under their policies.

ITEM 20. OBSTRUCTION OF ROADWAYS, QUAYS AND STORAGE/STACKING AREAS:

The roadways, quays, storage and stacking areas on the property of ENL Consortium Ltd shall be kept clear for traffic. No materials, cars or trucks shall be allowed to remain or be stowed thereon unless by prior arrangement. Any property allowed to remain on said roadways, quays, storage and stacking areas may be removed by ENL Consortium Ltd at the expense and risk of the owner of the property so removed.

ITEM 21. PARKING REGULATIONS:

It shall be unlawful to park vehicles in other than approved parking areas. All persons violating this restriction shall have the vehicles towed away at the sole expense and risk of owner or operator of vehicle.

ITEM 22. APAPA TERMINALS 'C' & 'D' NOT PUBLIC THOROUGHFARE:

The quays and other property controlled by ENL Consortium Ltd is not a public thoroughfare and all persons entering thereon do so at their own risk.

ENL Consortium Ltd reserves the right to refuse admittance to the area and to require the removal from the premises of any person for any reason whatsoever.

ITEM 23. SMOKING ON PREMISES:

No person shall smoke or light any matches or use or carry any open flame or lighted lantern, or permit any smoking or the lighting of any match or the use or carrying of any open flame or lantern in the sheds or in the open storage area.

ITEM 24. STORAGE CHARGES:

Storage charges are applicable for each day during which the goods remain with Terminals 'C' and 'D' demarcated area after the specified free period has expired.

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ITEM 25. CLEANING OF OPERATIONAL AREAS:

It will be the responsibility of stevedoring division to take such action as shall be deemed necessary to return all operational areas, including but not limited to, quay property, transit sheds or open storage areas to a condition considered acceptable. The consignee will be billed by ENL Consortium Ltd immediately upon completion of the action at Tariff book rate.

ITEM 26. STANDBY DOCKAGE:

The term standby dockage is used to define those vessels berthed at Apapa Terminals 'C' and 'D' and not in process of discharging or loading cargo. Berthing facilities will be allocated to vessels in this category on an "as available" basis and in all cases these vessels will carry a lesser priority than those destined to load or unload at the terminal berths. Vessels requesting standby dockage will be subject to the same provisions as all vessels at the berths.

ITEM 27. PENALTIES:

Penalty for noncompliance with the provisions of Item 16 will be \$1,000.00 per incident assessed against the vessel for each violations noted by ENL Consortium Ltd plus the cost of clean-up by a contractor designated by ENL Consortium Ltd.

ITEM 28. PAYMENT OF INVOICE:

- A) The responsibility for Cargo Dues Charges assessed against a vessel shall rest with the local agent and/or owner of such vessel unless other arrangements have been made.
- B) Failure to pay respective invoices within seventy two (72) hours will cause the name of the responsible party to be placed on a delinquent list and such party will be denied further use of the facilities until all outstanding charges have been paid.
- C) ENL Consortium Ltd reserves the right to estimate and collect in advance all charges which may accrue against cargo or vessels if parties representing such cargo or vessel have habitually been on the delinquent list.

ITEM 29. LIMITS OF LIABILITY:

No provision contained in this tariff shall limit or relieve ENL Consortium Ltd from liability for its own negligence nor require any person, or vessel, to indemnify or hold harmless ENL Consortium Ltd from liability for its own negligence.

ITEM 30. FREE TIME PERIOD:

- A) Export: Break bulk cargo may be assembled in Apapa Terminals 'C' and 'D', without charge for three (3) days, inclusive of Saturdays, Sundays and legal holidays, before the arrival of vessel on which it is to be loaded.
- B) Import: Break bulk cargo unloaded from a vessel may remain at Apapa Terminals 'C' and 'D', without charge for three (3) days, inclusive of Saturdays, Sundays and legal holidays after discharge from a vessel. Free time will commence with the first 8:00 A.M. after receipt.
- C) Unless agreed otherwise, free storage time for import containers, export containers and containers in transit to neighboring countries shall be permitted to remain at Apapa Terminals 'C' and 'D', without charge for a period of 72 hours. Empty containers, either landed or delivered to the terminals for export, will be allowed no free time.
- D) In the event the consignee or owner of the cargo should make application for delivery of the cargo or portion thereof during the

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free time period and the Terminal should be unable for any reason to make available to the consignee or owner such cargo or portion thereof, the free time shall be extended for a period equal to the Terminal's inability to make the cargo available.

- E) Undelivered Cargo: Cargo which is undelivered and remains on the Terminal property beyond the expiration of the free time may be removed to make space or transferred to other locations within the facility or removed to a public warehouse with all expenses and risk of damage for the account of the owner, shipper, consignee or carrier as responsibility may lie. ENL Consortium Ltd is to have a lien on all such cargo, including that which may be placed in public storage for all terminal charges accrued.
- F) Cargo remaining on the terminal facility in excess of ninety days (90), unless prior arrangements have been agreed to, shall be considered abandoned and will be sold subject to agreements between ENL Consortium Ltd and integrated Government bodies (Customs) to satisfy any terminal charges that might be due to ENL Consortium Ltd. Fifteen (15) days prior to such sale, a reasonable attempt will be made to inform the cargo owner of the pending sale.

ITEM 31. REGISTRATION REQUIRED

All firms conducting business with ENL Consortium Ltd or operating on ENL Consortium Ltd facilities and all firms operating within the Consortium Terminals under the jurisdiction of ENL Consortium Ltd that provide a service to vessels by September 1 2005 and each proceeding year are required to register with ENL Consortium Ltd on July 1 of each year. Firms shall include all corporations, partnerships or individual proprietorships. Registration will consist of completing a form to be furnished and filed with ENL Consortium Ltd. Information to be furnished shall include the name and address of the firm and its principals or senior corporate officers, the location of all offices, a listing of business licenses in effect and credit references. In addition, all firms shall furnish to ENL Consortium Ltd certificates of insurance evidencing coverage requirements stated on the annual registration form. The registration form must be signed by a principal or senior corporate officer of the firm and ENL Consortium Ltd may deny use of its facilities to any firm furnishing false, incomplete or misleading information. All new firms must

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register and furnish certificate of insurance prior to conducting any business or operations as defined in this rule. Subsequent registration shall take place on September 1 of each year.

ITEM 32. RESPONSIBILITY FOR DAMAGE TO FACILITIES

All users of ENL Consortium Ltd facilities, including vessels, their owners and agents, shall be held responsible for all damage resulting from their use of ENL Consortium Ltd facilities and ENL Consortium Ltd shall reserve the right to repair or replace or contract for repair or replacement of such damaged facilities. Such users damaging ENL Consortium Ltd facilities shall be liable for actual cost of repair or replacement of the damaged facilities plus fifteen percent (15%) of such costs for ENL Consortium Ltd overhead and supervision, plus such other damages recoverable under the laws of the Federal Republic of Nigeria.

ENL Consortium Ltd may detain any vessel responsible for damage until security has been given in the amount of one and one-half times the estimated cost of repair or replacement of the damaged facilities, or, if repairs or replacement have been completed, the actual cost to repair the damage or replace the damaged facilities, plus fifteen percent (15%) for ENL Consortium Ltd overhead and supervision.

If legal action is necessary to collect the cost of repair or replacement of the damaged facilities, ENL Consortium Ltd shall be entitled to recover the costs of collection, including reasonable attorneys' fees, which fees shall not be less than fifteen (15%) of the amount of the actual costs of repair or replacement and ENL Consortium Ltd overhead and supervision, which collection costs shall be made part of any judgment obtained.

ITEM 33. SAFETY AND WORKMANLIKE PERFORMANCE

All users of ENL Consortium Ltd's leased facilities shall conduct their operations and activities at ENL Consortium Ltd's facilities in a safe manner, shall comply with all safety rules and regulations of the National Port Authority and shall comply with the safety regulations imposed by applicable Federal, State and Local rules and regulations. Also all users shall require the observance of these safety rules and regulations by all employees, contractors, business invitees and all other persons transacting business with

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or for such users or in any way related to user's business in or upon ENL Consortium Ltd's leased facilities. Each user agrees, for itself and any employee, contractor or other person working for or on behalf of the user, to observe due care at all times as required by the circumstances of its operations on the Consortium's facilities. Also neither the user nor its employees nor any contractor nor any person engaged in the performance of user's operations shall require any person working for or on behalf of such user to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to anyone's health or safety

ITEM 34. SHIPPERS REQUESTS AND COMPLAINTS

Requests and complaints from shippers on matters relating to charges, rules and regulations published in this tariff should be addressed to:

The Executive Director
(Port Operation)
26 Burma Road,
Apapa,
Lagos,
Nigeria.

Email: info@enlconsortium.com

Website: <http://port.enlconsortium.com>

CHAPTER 2

TERMINAL TARIFFS

Cargo Dues: General Cargo

The unit measure will be assessed on gross weight. A ton equivalent to 1,000kg's/measurement tonne 1 cbm whichever is higher.

| B.C. | Application | Unit | Rate (US\$) |
|-------------|--------------------------|-------------|--------------------|
| | General Cargo: | | |
| 111 | General Cargo Import | cbm/ton | \$ 9.15 |
| 112 | General Cargo Export | cbm/ton | \$ 6.00 |
| 113 | General Cargo Import TWA | cbm/ton | \$ 4.50 |
| 114 | General Cargo Export TWA | cbm/ton | \$ 4.50 |

CONTINGENCY DEPOSIT

10% contingency deposit will be added to the provisional bill, which deposit will be refunded on finalization of vessel account. This deposit applies to manifest cargo declaration and is applicable to all break bulk and container cargo dues.

NOTE: All rates are subject to 20% - 50% hazardous cargo surcharge when applicable.

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Cargo Dues: Bulk Cargo

| BC | Application | Unit | Rate US (\$) |
|-----------|------------------------|-------------|---------------------|
| | BULK CARGO | | |
| 121 | Dry Bulk Import | ton | 6.00 |
| 122 | Dry Bulk Export | ton | 3.76 |
| 123 | Dry Bulk Import TWA | ton | 2.99 |
| 124 | Dry Bulk Export TWA | ton | 2.99 |
| 125 | Liquid Bulk Import | ton | 6.00 |
| 126 | Liquid Bulk Export | ton | 3.76 |
| 127 | Liquid Bulk Import TWA | ton | 2.99 |
| 128 | Liquid Bulk Export TWA | ton | 2.99 |

NOTE: All rates are subject to 20% - 50% hazardous cargo surcharge when applicable.

| BC | Application | Unit | Rate US (\$) |
|-----------|-----------------------|-------------|---------------------|
| | OIL BASE CARGO | | |
| 129 | General Cargo | ton | 19.77 |
| 129a | Container (Laden) | 20 | 227.69 |
| 129b | Container (Laden) | 40 | 347.91 |
| 129c | Container (Empty) | 20 | 110.67 |
| 129d | Container (Empty) | 40 | 113.81 |

Cargo Dues: Containers

| B.C. | Application | Unit | Rate (US\$) |
|------|--------------------|------|-------------|
| 131 | Laden Import | 20' | \$ 134.93 |
| 132 | | 40' | \$ 194.90 |
| 133 | Laden Export | 20' | \$ 104.93 |
| 134 | | 40' | \$ 149.90 |
| 135 | Empty Import | 20' | \$ 37.48 |
| 136 | | 40' | \$ 59.96 |
| 137 | Empty Export | 20' | \$ 37.78 |
| 138 | | 40' | \$ 59.96 |
| 139 | Laden Export (TWA) | 20' | \$ 104.90 |
| 140 | | 40' | \$ 149.90 |
| 141 | Laden Import (TWA) | 20' | \$ 104.93 |
| 142 | | 40' | \$ 149.90 |
| 143 | Empty Import (TWA) | 20' | \$ 37.48 |
| 144 | | 40' | \$ 59.96 |
| 145 | Empty Export (TWA) | 20' | \$ 37.48 |
| 146 | | 40' | \$ 59.96 |

All rates are subject to 20% - 50% Hazardous Cargo surcharge.
 Above rate are inclusive of overtime, holiday, gang lashing and unlashng charges and labor service fee.
 All laden exports, empty imports & exports charges are paid by the line (Shipping Agent).

Cargo Dues: Vehicles

| BC | Application | Unit | Rate US (\$) |
|------|--|--------------|--------------|
| | Vehicles: Import per Vehicle | | |
| 147 | Up to 15cbm | Unit | 21.43 |
| 148 | 16 to 25cbm | Unit | 38.68 |
| 149 | Over 25-50cbm Self propelled | Unit | 83.66 |
| 150 | Over 50-75 cbm | Unit | 109.07 |
| 151 | Over 75-100 cbm | Unit | 144.58 |
| 152 | Over 100-120 cbm | Unit | 180.10 |
| 153 | Trailer | Unit | 166.10 |
| 154 | Heavy duty/Tractor/ Plant | Unit | 293.37 |
| 155 | Over 120 cbm | Unit | 293.37 |
| 156 | Flat bed/bundled Track | Unit | 171.32 |
| | Export per vehicle | | |
| 158 | Up to 15cbm | Unit | 19.94 |
| 159 | 16 to 25cbm | Unit | 20.69 |
| *160 | Over 25cmb-50cmb Self propelled | Unit | 26.69 |
| 161 | Over 50-75cbm | Unit | 109.07 |
| 162 | Over 75-100cbm | Unit | 144.58 |
| 163 | Over 100-120cbm | Unit | 180.10 |
| 164 | Over 120 cbm | Unit | 293.37 |
| 165 | Flat bed/bundled Track | Unit | 171.32 |
| 166 | Trailer | Unit | 67.17 |
| 167 | Trailer/ MafiWagon(TWA)Import | Unit | 67.17 |
| 168 | Trailer/MafiWagon(TWA)Export | Unit | 67.17 |
| 169 | Trailer/MafiWagon(TWA)Import Or Export | Up to 15 CBM | 19.94 |
| 170 | Trailer/MafiWagon(TWA)Import Or Export | 16 - 25 CBM | 20.69 |
| 171 | Tractor / Heavy duty /Plant | Unit | 290.71 |
| 172 | Security | Day | 142 |
| 173 | Documentation | | 124.00 |

NOTE:

Stacked trailers will be assessed per cbm per unit.

Any unit without head or trailer body without engine number or chassis number will be regarded as general Cargo

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Delivery Charges: General Cargo

| BC | Application | Unit | Rate N |
|-----|-----------------------|---------|---------|
| 211 | Import (Direct) | cbm/ton | ₦134.00 |
| 212 | Import - Indirect | cbm/ton | ₦253.00 |
| 213 | Export (Direct) | cbm/ton | ₦134.00 |
| 214 | Export - Indirect | cbm/ton | ₦253.00 |
| 215 | Delivery Import (TWA) | cbm/ton | ₦134.00 |
| 216 | Export (TWA) | cbm/ton | ₦253.00 |
| 217 | Pipes (Direct) | cbm/ton | ₦174.00 |
| 218 | Pipes -Indirect | cbm/ton | ₦329.00 |
| | | | |

NOTE: Export charges are paid by the line (Shipping Agent), while import charges are paid by the consignee.

Delivery Charges: Bulk Cargo

| BC | Application | Unit | Rate (Naira) |
|-----|-----------------------------|------|--------------|
| | Dry Bulk Cargo | | |
| 241 | Dry Bulk Import direct | ton | ₦ 134.00 |
| 242 | Dry Bulk Import indirect | ton | ₦ 253.00 |
| 243 | Dry Bulk Export (Direct) | ton | ₦ 134.00 |
| 244 | Dry Bulk Export (Indirect) | ton | ₦ 253.00 |
| | Liquid Bulk Cargo | | |
| 245 | Liquid Bulk Import | ton | ₦ 74.00 |
| 246 | Liquid Bulk Export | ton | ₦ 74.00 |

| BC | APPLICATION | Unit | Rate |
|-----|--|------|-------------|
| 247 | Custom Examination | 20' | ₦ 42,525.00 |
| | | 40' | ₦ 76,545.00 |
| 248 | Stuffing & Unstuffing Charges | 20' | ₦ 33,750.00 |
| | | 40' | ₦ 66,825.00 |

Delivery Charges: Containers

| B.C. | Application | Unit | Rate (Naira) |
|------|--|------|--------------|
| 251 | Laden Import - Indirect | 20' | ₦ 10,238.00 |
| 252 | Laden Import - Indirect | 40' | ₦ 12,796.00 |
| 253 | Laden Import Flat Rack Indirect | 20' | ₦ 10,589.00 |
| 254 | Laden Import Flat Rack Indirect | 40' | ₦ 13,692.00 |
| 255 | Laden Import Open Top Container Indirect | 20' | ₦ 14,439.00 |
| 256 | Laden Import Open Top Container Indirect | 40' | ₦19,457.00 |
| 257 | Laden Import Reefer Container - Indirect | 20' | ₦ 13,810.00 |
| 258 | Laden Import Reefer Container - Indirect | 40' | ₦ 18,514.00 |
| | | | |
| | | | |
| 261 | Laden Export | 20' | ₦ 7,528.00 |
| 262 | Laden Export | 40' | ₦ 11,366.00 |
| 263 | Empty Import | 20' | ₦ 10,238.00 |
| 264 | Empty Import | 40' | ₦ 12,796.00 |
| 265 | Empty Export | 20' | ₦ 2,582.00 |
| 266 | Empty Export | 40' | ₦ 3,872.00 |
| 267 | Import Laden TWA | 20' | ₦ 10,238.00 |
| 268 | Import Laden TWA | 40' | ₦ 12,796.00 |
| 269 | Export Laden TWA | 20' | ₦ 7,528.00 |
| 270 | Export Laden TWA | 40' | ₦ 11,362.00 |
| 271 | Empty Import TWA | 20' | ₦ 10,238.00 |
| 272 | Empty Import TWA | 40' | ₦ 12,796.00 |
| 273 | Empty Export TWA | 20' | ₦ 7,528.00 |
| 274 | Empty Export TWA | 40' | ₦ 11,366.00 |

Note: All laden export empty imports & exports charges are paid by the line (Shipping Agent).

Delivery Charges: Vehicles

| B.C. | Application | Unit | Rate (Naira) |
|-------------|------------------------------|-------------|---------------------|
| | <i>Direct</i> | | |
| 281 | Up to 15cbm | unit | ₦ 6,888.00 |
| 282 | 16 to 25cbm | unit | ₦ 8,265.00 |
| 283 | 26cbm to 140 cbm (Trucks) | unit | ₦ 10,875.00 |
| 284 | Over 140 cbm (Trailer) | unit | ₦ 12,398.00 |
| 285 | Tracked | unit | ₦ 15,950.00 |
| | | | |
| | <i>Indirect</i> | | |
| 291 | Up to 15cbm | unit | ₦ 7,250.00 |
| 292 | 16 to 25cbm | unit | ₦ 8,555.00 |
| 293 | 26cbm to 140 cbm (Trucks) | unit | ₦ 10,875.00 |
| 294 | Over 140 cbm (Trailer) | unit | ₦ 13,195.00 |
| 295 | Tracked | unit | ₦ 23,200.00 |

Rates Quoted Are Exclusive of 7.5% VAT

Storage Charges: General Cargo

| BC | Application | Unit | Rate (Naira) |
|-----|----------------------------|-------------|--------------|
| 306 | First 3 Days / 72 Hours | Cbm/ton/day | Free |
| 307 | (Day 4-8) Next 5 Days | Cbm/ton/day | =N= 300.00 |
| 308 | (Day 9-13) Next 5 Days | Cbm/ton/day | =N= 462.00 |
| 309 | (Day 14-18) Next 5 Days | Cbm/ton/day | =N= 639.00 |
| 310 | Day 19 Upwards | Cbm/ton/day | =N= 852.00 |
| | <i>Enclosed Shed: Shed</i> | | |
| 311 | First 3 Days | Cbm/ton/day | Free |
| 312 | (Day 4-8) Next 5 Days | Cbm/ton/day | =N= 360.00 |
| 313 | (Day 9-13) Next 5 Days | Cbm/ton/day | =N= 555.00 |
| 314 | (Day 14-18) Next 5 Days | Cbm/ton/day | =N= 765.00 |
| 315 | Day 19 Upwards | Cbm/ton/day | =N= 1,020.00 |

Notes: *Export cargo storage charges will apply to cargo delivered to ENL Consortium Ltd terminals with free time consideration as applicable to import break bulk cargo and containers.*

Storage Charges: Bulk Cargo

| B.C. | Application | Unit | Rate (Naira) |
|-------------|--|-------------|---------------------|
| | Bulk Cargo: Imports & Exports | | |
| | <i>Open Area: Stacking Area</i> | | |
| 360 | First 3 Days / 72 Hours | ton/day | Free |
| 361 | Next 5 Days: 4-8 | ton/day | =N= 126.00 |
| 362 | Next 5 Days: 9-13 | ton/day | =N= 195.00 |
| 363 | Next 5 Days: 14-18 | ton/day | =N= 315.00 |
| 364 | Each Day Thereafter: Day 19 Upwards | ton/day | =N= 420.00 |
| | <i>Enclosed Shed: Shed</i> | | |
| 365 | First 3 Days | ton/day | Free |
| 366 | Next 5 Days: 4-8 | ton/day | =N= 186.00 |
| 367 | Next 5 Days: 9-13 | ton/day | =N= 330.00 |
| 368 | Next 5 Days: 14-18 | ton/day | =N= 540.00 |
| 369 | Each Day Thereafter: Day 19 Upwards | ton/day | =N= 717.00 |

Storage Charges: Containers

| BC | Application | | Tonnage/Rate(Naira) | |
|-----|--|---------|---------------------|-------------|
| | Containers: Import & Export (Laden) | | | |
| | | | 20" | 40" |
| 370 | First 3 Days / 72 Hours | teu/day | Free | |
| 371 | (Day 4-8) Next 5 Days | teu/day | ₦ 5,230.00 | ₦ 10,460.00 |
| 372 | (Day 9-13) Next 5 Days | teu/day | ₦ 26,935.00 | ₦ 53,930.00 |
| 373 | Each Day Thereafter | teu/day | ₦ 36,150.00 | ₦72,765.00 |
| | | | | |

Empty container stored will attract 50% of the above Rate as graduated

Shifting Charges: Containers

Request by consignee or their appointed representative/agent for container shifting within the terminal after initial stowage will incur a charge of 20' =N=6,200 per container. 40" =N=7,000 per container.

Shifting Charges – Customs Inspection(Examination)

Request by consignee or their appointed representative / Agent for container shifting within the terminal for customs inspection will incur a charge of 20" =N=42,525 per container 40 =N=76,545 per container.

This charge is applicable whether container is ultimately inspected or not.

Export storage rates for loaded containers will attract similar charges and conditions.

Containers exceeding 20' in length will be charge as two TEU's.

Rates Quoted Are Exclusive of 7.5% VAT

Storage Charges: Vehicles

| B.C. | Application | Unit | Rate (Naira) |
|-------------|--|-------------|---------------------|
| | Vehicles: Import & Export (Laden) | | |
| | | | |
| 380 | <i>First 3 Days / 72 Hours</i> | unit\day | Free |
| | | | |
| | <i>Next 5 Days</i> | | |
| 381 | Up to 15cbm | unit\day | =N= 10,000.00 |
| 382 | 16 to 25cbm | unit\day | =N= 12,500.00 |
| 383 | 26 to 140cbm | unit\day | =N= 17,500.00 |
| 384 | Over 140cbm Trailers | unit\day | =N= 30,000.00 |
| 385 | Tracked | unit\day | =N= 45,000.00 |
| | | | |
| | <i>Next 5 Days</i> | | |
| 386 | Up to 15cbm | unit\day | =N= 15,000.00 |
| 387 | 16 to 25cbm | unit\day | =N= 20,000.00 |
| 388 | 26 to 140cbm | unit\day | =N= 32,500.00 |
| 389 | Over 140cbm Trailers | unit\day | =N= 58,500.00 |
| 390 | Tracked | unit\day | =N= 100,000.00 |
| | | | |
| | <i>Each Day Thereafter</i> | | |
| 391 | Under 15cbm | unit\day | =N= 30,000.00 |
| 392 | 15 to 25cbm | unit\day | =N= 35,000.00 |
| 393 | 25 to 140cbm | unit\day | =N= 60,000.00 |
| 394 | Over 140cbm Trailers | unit\day | =N= 105,000.00 |
| 395 | Tracked | unit\day | =N= 180,000.00 |

Rates Quoted Are Exclusive of 7.5% VAT

TERMINAL HANDLING CHARGE GENERAL CARGO

| B.C. | Application | Unit | Rate (Naira) |
|-------------|-------------------------------------|-------------|---------------------|
| 400 | THC General Cargo (Direct) | Tons | 1,588 |
| | | | |
| | | | |
| | | | |
| 410 | THC General Cargo (Indirect) | Tons | 1,852 |
| | | | |
| | | | |

TERMINAL HANDLING CHARGES VEHICLES

| B.C. | Application | Unit | Rate (Naira) |
|-------------|----------------------|-------------|---------------------|
| 411 | Up to 15 cbm | unit | =N= 30,305.00 |
| 412 | 16 to 25 cbm | unit | =N= 45,458.00 |
| 413 | 26 to 140 cbm Trucks | unit | =N= 59,095.00 |
| 414 | Over 140 cbm Trucks | unit | =N= 80,910.00 |
| 414b | TRACKED | | =N= 152,250.00 |

TERMINAL HANDLING CHARGES CONTAINER IMPORT

| B.C. | Application | Unit | Rate (Naira) |
|-------------|--------------------|-------------|---------------------|
| 415 | THC Import | 20 | ₦ 119,070.00 |
| | THC Import | 40 | ₦ 187,110.00 |

TERMINAL HANDLING CHARGES CONTAINER EXPORT

| B.C. | Application | Unit | Rate (Naira) |
|-------------|--------------------|-------------|---------------------|
| 416 | THC Export | 20 | ₦ 59,535.00 |
| | THC Export | 40 | ₦ 93,555.00 |

Rates Quoted Are Exclusive of 7.5% VAT

| TERMINAL HANDLING CHARGES PIPES | | | |
|--|--------------------|---------------------|--------------|
| B.C. | Application | Rate (Naira) | |
| | | Direct | Indirect |
| 417 | Pipes | =N= 2,152.00 | =N= 2,539.00 |
| | | | |
| | | | |

OTHERS CHARGES

| DOCUMENTATION | Per B/L | RATE |
|--|----------------|-------------|
| Documentation Charges per B/L Consignee | | ₦ 10,875.00 |
| Documentation Charges per B/L Rent | | ₦ 5,075.00 |
| Documentation Charges per Bill Miscellaneous | | ₦ 5,075.00 |
| Manifest Amendment per B/L | | \$ 91.26 |
| Tally Sheet | | ₦ 1,160.00 |
| Tally Sheet(For Fish Only) | | ₦ 1,450.00 |
| Stamp Duty | | ₦ 50.00 |
| VAT (COMPULSORY) | | 7.5% |
| Weigh- Bridge | | ₦ 43.00 |

Royalty on bagging equipment minimum of =N=216 per Ton

| BC | APPLICATION | Unit | Rate |
|-----------|-------------------------------------|---------------------|-------------|
| 417A | FAST TRACK-BLUE CHANNEL | 20' | 40' |
| | | ₦13,050 | ₦20,300 |
| 417B | BARGE CHARGES | 20' | 40' |
| | | ₦37,500 | ₦75,000 |
| 417C | BARGE OCCUPANCY | N180,000 PER VOYAGE | |
| | RAIL LOADING CHARGES | 20' | 40' |
| | TO NRC STATIONS | DRY | ₦28,125 |
| 417D | | FULL | ₦28,125 |
| | | EMPTY | ₦28,125 |
| | GENERAL CARGO 1,000 PER TONS | | |

Rates Quoted Are Exclusive of 7.5% VAT

Mechanical Equipment Charges: (On Board)

Plant Hire Rates Per Hour or Part thereof (Minimum of 4Hours)

| B.C. | Equipment Description | Unit | Rate (US \$) |
|------|--------------------------|------|--------------|
| | Fork Lift: | | |
| | | | |
| | On Board: | | |
| | | | |
| 418 | Under 5 Tones | Hour | \$ 56.88 |
| | Minimum Charge | 4Hrs | \$ 227.56 |
| | | | |
| 419 | 5 Ton to under 10 Tons | Hour | \$ 85.33 |
| | Minmum Charge | 4Hrs | \$ 341.31 |
| | | | |
| 420 | 10 Tons to under 15 Tons | Hour | \$ 130 |
| | Minmum Charge | 4Hrs | \$ 520.01 |
| | | | |
| 421 | 15 Tons to under 20 Tons | Hour | \$ 195.02 |
| | Minmum Charge | 4Hrs | \$ 780.04 |
| | | | |
| 422 | 20 Tons to under 25 Tons | Hour | \$ 292.52 |
| | Minmum Charge | 4Hrs | \$ 1170.06 |
| | | | |
| 423 | 25 Tons to under 30 Tons | Hour | \$ 439.90 |
| | Minmum Charge | 4Hrs | \$ 1759.60 |
| | | | |

Mechanical Equipment Charges Fork Lifts (Ashore)
Plant Hire Rates Per Hour Or Part Thereof (Minimum Of 4 Hours)

| B.C. | Equipment Description | Unit | Rate (Naira) |
|------|---------------------------------|---------|----------------|
| | Fork Lifts: | | |
| | <i>Ashore:</i> | | |
| 424 | <i>Under 5 Tons</i> | hour | =N= 8,736.00 |
| | Minmum Charge | 4 hours | =N= 34,944.00 |
| 425 | <i>5 Tons to under 10 Tons</i> | hour | =N= 18,000.00 |
| | Minmum Charge | 4 hours | =N= 72,000.00 |
| 426 | <i>10 Tons to under 15 Tons</i> | hour | =N= 22,000.00 |
| | Minmum Charge | 4 hours | =N= 88,000.00 |
| 427 | <i>15 Tons to under 20 Tons</i> | hour | =N= 26,000.00 |
| | Minmum Charge | 4 hours | =N= 104,000.00 |
| 428 | <i>20 Tons to under 25 Tons</i> | hour | =N= 35,000.00 |
| | Minmum Charge | 4 hours | =N= 140,000.00 |
| 429 | <i>Over 25 Tons</i> | hour | =N= 40,000.00 |
| | Minmum Charge | 4 hours | =N= 160,000.00 |
| | MOBILE CRANE | | |
| 430 | <i>Under 25 Tons</i> | hour | =N= 40,000.00 |
| | Minmum Charge | 4 hours | =N= 160,000.00 |
| 431 | <i>25 Tons to under 40 Tons</i> | hour | =N= 55,000.00 |
| | Minmum Charge | 4 hours | =N= 220,000.00 |
| 432 | <i>40 Tons and over</i> | Hour | =N= 65,000.00 |
| | Minmum Charge | Hour | =N= 260,000.00 |

Additional Equipment Requested by Agent or Consignee.

These tariffs will apply additional to terminal handling charge only on customer's request.

Rates Quoted Are Exclusive of 7.5% VAT

Mechanical Equipment Charges: Container Handling
Plant Hire Rates Per Hour Or Part Thereof (Minimum Of 4 Hours)
Additional Equipment Requested by Agent or Consignee.

| | | | | |
|-----|----------------------|------|-----|------------|
| 433 | 10 to 15 Tons | hour | =N= | 20,000.00 |
| | Minimum Charge | | =N= | 80,000.00 |
| 434 | 15 to 20 Tons | hour | =N= | 30,000.00 |
| | Minimum Charge | | =N= | 120,000.00 |
| 435 | 20 to 25 Tons | hour | =N= | 40,000.00 |
| | Minimum Charge | | =N= | 160,000.00 |
| 436 | Over 25 Tons | hour | =N= | 50,000.00 |
| | Minimum Charge | | =N= | 200,000.00 |
| | REACH STACKER | | | |
| 437 | Over 40 Tons | hour | =N= | 60,000.00 |
| | Minimum Charge | | =N= | 240,000.00 |

Vehicle Entry Permit

| B.C. | Application | Unit | Rate (Naira) |
|------|--|---------|--------------|
| 501 | Tally Sheet/Vehicle Entry Permit & ATL | vehicle | =N= 800.00 |
| 502 | Extra Tally Sheet (VEP) | | =N= 1,000.00 |

Rates Quoted Are Exclusive of 7.5% VAT

Document Processing and Additional Charges

| B.C | Application | Unit | Rate | |
|-----|--|-------|------|--------|
| | Amendment | | | |
| 601 | Provisional Cargo dues Documentation | Order | \$ | 124.00 |
| 602 | Terminal Security Tariff | day | \$ | 142.00 |
| | | | | |
| 603 | Additional Security requirements on Board Vessel | | | P.O.A |
| | | | | |
| | Royalty Fees | | | |
| 604 | Forklift Onboard | hour | \$ | 11.74 |
| 605 | Front-end Loader | hour | \$ | 11.74 |

| | | | | |
|-----|--|------------|------------------|------------|
| 606 | Environmental Levy (Bulk Cargo, non edible | ton' | =N= | 200.00 |
| 607 | Weekend, PH Services | day | =N=40,000/80,000 | |
| 609 | Wharfage | ton' | =N= | 250.00 |
| | | | | |
| | Royalty Fees | | | |
| | | | | |
| 614 | Shore Crane/Other Equipment | day/part | =N= | 75,600.0 |
| | | | | |
| 615 | Supply of fresh water (Tanker) \$10.00 | Ton' | =N= | 200.00 |
| | | | | |
| 616 | Ship Chandling /Petroleum Products | Per/Truck | =N= | 50,000.00 |
| | | | | |
| 617 | Terminal Charges | Ton | =N= | 133.00 |
| | Bulk - in bagged - out | Ton | =N= | 500.00 |
| | Pollution Charge | Per Vessel | N= | 500,000.00 |

Note: Heavy Duty/Over Weight Cargo = 50% Enhancement of Delivery Charge on General Cargo

Additional Services

| B.C. | Application | Unit | Rate | |
|------|---|-----------|------|-----------|
| 701 | Unstuffing/Stuffing of Containers | 20' | =N= | 33,750.00 |
| 702 | | 40' | =N= | 66,825.00 |
| 703 | Stripping Charges | 20' | =N= | 25,000.00 |
| 704 | | 40' | =N= | 49,000.00 |
| 705 | Stamp Duty | Per Bill | =N= | 50.00 |
| 706 | Stamp Duty | Per Bill | \$ | 0.34 |
| | Where Dock Labour is used for Services not Assessed on Tonnage Base: | | | |
| 711 | On Board | mang/hr | \$ | 7.50 |
| 712 | Ashore | man/hr | =N= | 756.00 |
| 713 | Delivery by Special Labour | Per Lorry | =N= | 6,000.00 |
| | Loading, & Unloading Shifting Cargo at Vessels Request: | | | |
| 720 | Binding/repackage of Cargo | Ton | \$ | 2.50 |
| 721 | Containers - Landing and reloading | 20' | \$ | 237.40 |
| 722 | | 40' | \$ | 342.81 |
| 723 | Container - Shifting on board | 20' | \$ | 52.76 |
| 724 | | 40' | \$ | 79.12 |
| 725 | General Cargo - Landing and reloading | ton | \$ | 15.77 |
| 726 | Shifting on board | ton | \$ | 6.06 |
| 727 | Application for hot work permit | ton | \$ | 203.13 |
| 728 | Fire Protection | ton | \$ | 88.03 |
| 729 | Hatch Cover | ton | \$ | 176.06 |

Note: Services not assessed on tonnage basis and on request, is considered to be for trimming activity, discrepancy, sweeping of holds, lashing/unlashing break bulk and rigging.

CHAPTER 3

PENALTIES/SURCHARGE

| B.C. | Application | Unit | Rate (US\$) | |
|------|---|------|-------------|----------|
| 801 | Amendment - After intial submission | B/L | \$ | 91.26 |
| | Additional Manifest | B/L | \$ | 691.12 |
| | LATE SUBMISSION(AFTER 72 HOURS) | B/L | \$ | 1,382.23 |
| 802 | Under Declaration of Tonnage Shall | | | |
| | Attract a Surcharge Penalty on Cargo | | | |
| | Dues of undeclared tonnage | | | 50% |
| | Cancellation Of Dollar Bill | | \$ | 124.00 |
| | *Note: addtion manifest will be accepted up to vessel berthing (801) | | | |
| | | | | |
| | Berthing Penalties: | | | |
| 811 | If a fish Vessel is berthed alongside and is not working due to non-compliance | | | 3,000.00 |
| | with regulations in force/attaches a berthing penalty per day or part thereof will be levied | day | | |
| | | | | |
| | | | | |
| 812 | If a Dry bulk cargo Vessel is berthed alongside and is not working due to non-compliance with regulations in force/attaches a berthing penalty per day or part thereof will be levied | day | \$ | 5,500.00 |
| | | | | |
| 813a | If a G/C & Rice Vessel is berthed alongside and is not working due to non-compliance with regulations in force/attaches a berthing penalty per day or part thereof will be levied | day | \$ | 6,000.00 |
| | | | | |

Rates Quoted Are Exclusive of 7.5% VAT

| | | | | |
|------|------------------------------|---------|----|--------|
| 813B | Vessels on Diplomatic Visits | | | P.O.A |
| 813C | Vessels Idle at Berth | Per day | \$ | 20,000 |

PENALTIES FOR CANCELLED BILLS

| B.C. | Application | Unit | Rate (Naira) |
|------|-----------------------------|----------|---------------|
| 814 | Penalties on Cancelled Bill | PER BILL | =N= 10,000.00 |
| | | | |
| | | | |

PENALTIES (Continued)

| B.C. | Application | Unit | Rate (Naira) |
|------|---|-------------|---------------|
| | Vehicle Penalties & Charges: | | |
| 821 | Major Pollution Caused | | =N= 20,000.00 |
| 822 | Towing of Vehicle parked at non-parking space | | =N= 20,000.00 |
| 823 | Removal of Broken-Down Vehicle | | =N= 20,000.00 |
| 824 | Overnight Trailer Parking Rate/ Load and Park | Per day | =N= 20,000.00 |
| | Load and Park on APPLICATION | Per day | =N= 30,000.00 |
| 825 | Load and Park without APPLICATION | Per day | =N= 60,000.00 |
| 825 | Transfer of Agency (<i>per Application / per Bill Laden</i>) | Per | =N=10,000.00 |
| | Non-Compliance with Direct Delivery Instructions | | |
| | | | |
| 826 | Cleaning Fees: Plywood | Per tonnage | 20 Cents |
| | Cleaning Fees: Fish | Per Vessel | \$250 |
| | Cleaning Fees: Chemical | Per Vessel | \$2,000 |
| | Cleaning Fees: Bulk Cargo | Per Vessel | \$5,000 |
| 831 | Non-Compliance with Direct Delivery Instructions, which results in Cargo being stored, will not qualify for free time and will attract a surcharge on storage | | |
| | Charges in addition to handling charges | | 10% |

Note:

Rates Quoted Are Exclusive of 7.5% VAT

A pollution clean-up charge will be assessed according to actual charges involved determined by ENL Consortium Ltd

CHAPTER 4

TERMINAL TARIFF STRUCTURE

| component/type of device | Charging System | | | |
|--------------------------------------|------------------------|--------------------|---------------|----------|
| | Basic | Unit | Payer | Currency |
| Cargo Dues | weight / Size of Cargo | Tones /cbm TEU's | Shipping Line | US\$ |
| Delivery charges | weight / Size of Cargo | Tones / cbmTEU's | Cargo Owner | Naira |
| Equipment Hire (on Board) | Hours of use by item | Hours | Shipping Line | US\$ |
| Equipment Hire (on Shore) | Hours of use by item | Hours | Cargo Owner | Naira |
| Storage | Day | Tones /cbm TEU's | Cargo Owner | Naira |
| Stuffing/ Un-stuffing of container | weight / Size of Cargo | Tones /cbm TEU's | Cargo Owner | Naira |
| Weekend surcharge | Day | Flatrate | Cargo Owner | Naira |
| Security Tariff | Days | Vessel | Shipping Line | US\$ |
| Green House Levy | Environment | Tones | Cargo Owner | Naira |
| Facility | Weight/TEU | Tones /cbm TEU's | Cargo Owner | Naira |
| Terminal Handling Charge | Weight/TEU | 20', 40' | Cargo Owner | Naira |
| Restow | weight / Size of Cargo | Tones /cbm TEU's | Cargo Owner | Naira |
| Provisional Cargo Dues Order (Amend) | Manifest | Per Vessel | Shipping Line | US\$ |
| Cargo Delivery Invoice | Manifest | Per Bill of Lading | Cargo Owner | Naira |
| Tally Sheets | Manifest | Per Bill of Lading | Cargo Owner | Naira |
| Manifest (Amend) | Rules and Regulations | Submission | Shipping Line | US\$ |
| Berthing | Rules and Regulations | Occupations | Shipping Line | US\$ |
| Vehicle | Rules and Regulations | Non-Compliance | Truk Owner | Naira |
| Delivery Instructions | Rules and Regulations | Non-Compliance | Cargo Owner | Naira |

CHAPTER 5

BUSINESS PROCESSES & DOCUMENTATION

VESSEL CALL INFORMATION

1. Shipping Agents give Seven Days (7 days) notice before arrival of ship.
2. The under listed documents must be submitted:
 - a) Manifest (Duly registered with Customs and allocated with rotation number) 3 Days prior to vessel berthing
 - b) Stowage Plan (Duly stamped and signed by the Master of the vessel)
 - c) Cargo/Container Arrival List
 - d) Ship Entry Notice (SEN)
 - e) Other information such as Expected Time of Arrival (ETA)
3. On receipt of information as in (2) above, a PROVISIONAL BILL will be raised by ENL.
4. Operational meeting will be held at ENL Terminal daily by 9.00am to discuss the handling of vessels including Stevedoring issues.
5. Shipping Agents must obtain sailing clearance certificate from NPA, NMA, CUSTOMS and ENL before the vessel departs.

Rates Quoted Are Exclusive of 7.5% VAT

6. EXPORT

- a) The exporter brings customs export bill of entry
- b) ENL gives the Exporter a shipping Note and a job order sheet to fill.
- c) The exporter takes the shipping note to customs for approval.
- d) The job order sheet is sent to the Stevedores for supply of Labor and Equipments.
- e) Export Bill is raised by ENL
- f) The customs endorsed shipping Note payment receipt which is then used to issue Export Tally Sheet.
- g) Export Manifest must be submitted by the Shipping Agents within 48hrs after departure of the Vessel.

7. VOYAGE MEETINGS

Voyage meetings are attended by the following:

- (a) ENL Consortium Ltd.
- (b) Nigerian Ports Authority
- (c) Shipping Companies
- (d) Independent Cargo Surveyor(Where Necessary)

Rates Quoted Are Exclusive of 7.5% VAT

8. Cargo Clearing at ENL Terminals: Consignees can clear their cargoes at any time whether direct or indirect delivery.

The following documents will be required for delivery:

- a) Custom Release Note (SGD)
- b) E-Routing to **GREEN** by Customs
- c) Delivery order from ship's agent
- d) ENL payment to date

The consignee will have to pay for daily storage whether in the stacking area or shed and there will be a three days free period allowed after discharge is completed. Please refer to the tariff book for more information.

A SGD (final release) would have to be issued again by custom for the remaining 100% to be released by ENL.

- e) Form 194B for bonded.
- f) Shipping company's debit note and receipt.
- g) Shipping company's release slip.
- h) An ENL Indemnity form with postage stamp must be completed in respect of 100% concession by the Agent or Consignee and must be approved by ENL.

DOCUMENTATION PROCEDURE

A clearing Agent goes through the following procedures:

- a) Consignee bill is raised and audited.
- b) Clearing Agent collects bill to pay at ENL designated bank.
- c) Clearing Agent brings the payment slip to ENL for receipts.
- d) Customs Release, Delivery Order and ENL payment are used to Release
- e) Delivery tally sheet is issued out for general cargo and terminal delivery order for container.
- f) Clearing Agent takes ATL (authority to load) and VEP (vehicle entry permit) to bring in trucks to clear his / her cargoes.
- g) The truck leaves transit area for the exit gate for security checks.
- h) The cargo is exited

A. REQUIREMENT FOR CLEARING AGENTS TO OPERATE AT ENL TERMINAL C & D

- a) Application letter
- b) Customs clearing license
- c) Certificate of incorporation
- d) Letter of Authority of not more than four (4) members of staff of the clearing company in quadruplicate

Rates Quoted Are Exclusive of 7.5% VAT

B. REQUIREMENT FOR SHIPPING AGENTS TO OPERATE AT ENL TERMINAL C & D

- a) Application letter
- b) NPA registration
- c) Company registration certificate
- d) NIMASA certificate

C. BONDED TERMINAL OPERATORS

- a) Application letter
- b) NPA License
- c) Certificate of incorporation.
- d) Customs License to operate as a bonded terminal.

ENL RATES ON PAYLOADERS/BULLDOZERS/MOBILE CRANE

| PAY LOADERS | PER SHIFT (12HRS) ASHORE (=N=) | PER HOUR ASHORE (=N=) | PER SHIFT (12HRS) ONBOARD(\$) | PER HOUR ONBOARD (\$) |
|-------------|--------------------------------|-----------------------|-------------------------------|-----------------------|
| 920` s | 80,000.00 | 6,667.00 | 702.00 | 58.50 |
| 930` s | 90,000.00 | 7,500.00 | 804.00 | 67.00 |
| 950` s | 98,000.00 | 8,167.00 | 852.00 | 71.00 |
| 950` s | 130,00.00 | 10,834.00 | 1,104.00 | 92.00 |

All agents must book for it before it can be made available.

ROYALTY ON PAYLOADERS

| | =N= | \$ |
|-----|---------------------|---------------|
| 920 | 30,000.00 per shift | 384 per shift |
| 930 | 35,000.00 per shift | 444 per shift |
| 950 | 40,000.00 per shift | 504 per shift |
| 960 | 45,000.00 per shift | 564 per shift |

Rates Quoted Are Exclusive of 7.5% VAT

MOBILE CRANE

=N=125, 000.00 per shift of 12 hours

=N=250, 000.00 per day (24hours)

BULL-DOZERS

D-4 N140, 000.00 per day

D-6 N150, 000.00 per day

D-7 N160, 000.00 per day

The above are the conventional categories. Other higher categories are negotiable on demand

Storage Charges: Hazardous General Cargo (G.C)

| PERIOD | OPEN AREA (₦) (PER TON PER DAY) | CLOSED AREA (₦) (PER TON PER DAY) |
|------------------------|--------------------------------------|--|
| 1 st 5 DAYS | 39.00 | 59.00 |
| 2 nd 5 DAYS | 69.00 | 137.00 |
| Each Day Thereafter | 117.00 | 225.00 |

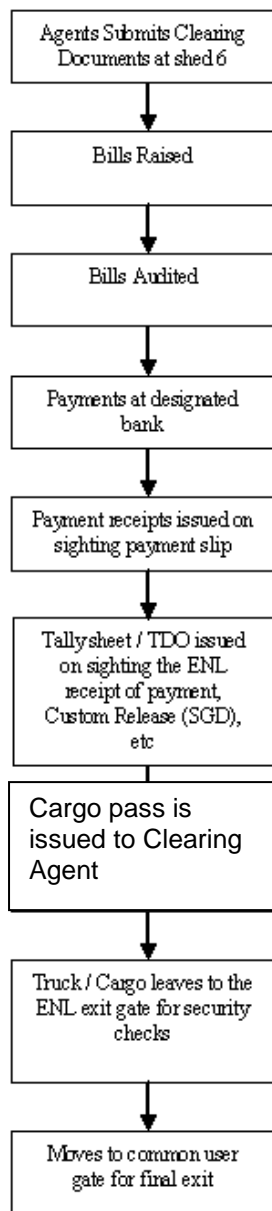
Rent for appropriated Stacking Area (Clinker, Gypsum & Related Cargo)

| | | | |
|-----|------------------------|-----|-----------|
| 622 | 1 st 5 Days | Ton | =N=52.00 |
| | 2 nd 5 Days | Ton | =N=78.00 |
| | Each Day Thereafter | Ton | =N=156.00 |

Rent for appropriated Shed Area (Clinker, Gypsum & Related Cargo)

| | | | |
|-----|------------------------|-----|-----------|
| 623 | 1 st 5 Days | Ton | =N=78.00 |
| | 2 nd 5 Days | Ton | =N=104.00 |
| | Each Day Thereafter | Ton | =N=234.00 |

DELIVERY PROCEDURE



CHAPTER 6

DEFINITIONS

ITEM 1. CONTINGENCY DEPOSIT/PROVISIONAL BILLING

The amount in US\$ required to be paid to ENL Consortium Ltd by the vessel owner and/or their registered agent prior to commencement of cargo operations based on value of cargo dues and berth rent.

ITEM 2. FREE TIME

The specific period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading on or subject to the discharge of such cargo off the vessel.

ITEM 3. CHECKING

The service of counting and checking cargo against appropriate documents.

ITEM 4. HANDLING

The service of physically moving, receiving, or delivering cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

ITEM 5. HEAVY LIFT

The service of providing heavy lift cranes and equipment for lifting cargo.

ITEM 6. LOADING AND UNLOADING

The service of loading or unloading cargo between any place on the terminal, trucks or any other means of conveyance to or from the terminal facility.

ITEM 7. POINT OF REST

The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

ITEM 8. PORT TERMINAL FACILITIES

One or more structures comprising a terminal unit and including, but not limited to, wharves, warehouses, covered or open storage space, unloading structures and receiving stations used for the transmission, care and convenience of cargo or passengers in the interchange of same between land and water carriers.

ITEM 9. DEMURRAGE

A charge assessed against cargo (including containers) remaining in or on ENL Consortium Ltd leased property after the expiration of free time unless arrangements have been made for storage.

ITEM 10. TERMINAL SECURITY SURCHARGE

Vessel owners and/or their agents will be assessed a Terminal Security Surcharge as per item 602.

ITEM 11. TERMINAL STORAGE

The service of providing warehouse or other terminal facilities for the storing of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage.

ITEM 12. TONNE

A net ton is 2,000 pounds and a gross ton is 2,240 pounds. One tonne in metric measurements is equal to 1,000kg. Where charges are assessed on gross weight, a ton means 1,000kg. Where charges are assessed by measurement, a tonne shall mean 1 cbm.

ITEM 13. DELIVERING

Delivering is the delivery of Cargo to an inland carrier or any designated area.

ITEM 14. GROUNDING

Grounding is the physical lifting of Cargo to the ground. Grounding does not include any other service.

ITEM 15. HANDLING (TERMINAL)

Handling is the physical movement of Cargo from one location to another location at the same terminal. Handling does not include any other service.

ITEM 16. HOLDING AREA

Holding Area is any area designated by the Authority for the holding of Cargo .

ITEM 17. RESTOW

Restow is the handling of a loaded or empty container or any other piece(s) of equipment from the original cell location to a point of rest on the dock or vessel and then back to that same cell location, or another cell location on the same vessel. Restow is also a direct movement of a loaded or empty container or cargo from one storage location to another. Restow does not include any other service.

ITEM 18. BERTHAGE / BERTH RENT

The amount levied on vessel owners and/or their registered agent for occupation of berth space at ENL Consortium Ltd terminal. The rate charged will equate to LOA x Rate x days.

ITEM 19. INSPECTION STATION

Is any area designated by ENL Consortium Ltd within the leased area for the inspection of containers by customs.

ITEM 20. SHIFT

Shift is the handling of a loaded or empty container, chassis or any other piece(s) of equipment from the original cell location to another cell location within the same bay on the same vessel. Shifting does not include any other service.

ITEM 21. SWITCHING

Switching is the physical lifting of a loaded or empty container from a chassis or other type of conveyance to another chassis or other type of conveyance or repositioning a loaded or empty container on the same chassis or other type of conveyance. Switching does not include any other service.

ITEM 22. TERMINAL TARIFF

Terminal tariffs quoted in this publication are subject to review at management discretion

ITEM 23. TRANSSHIPPED CONTAINER

Transshipped Container is a container landed from a vessel and reloaded on a vessel without being removed from the terminal

ITEM 24. DAY

This shall mean a period of 24 hours or any part thereof commencing one (1) hour after berthing. (A new day starts at 12:00 midnight).

ITEM 25. WHARFAGE (FACILITY CHARGE)

A charge assessed against the consignee on all cargo passing or conveyed over or on the wharfs. Wharfage is solely a charge for use of wharf and does not include charges for any other service.

ITEM 26. ROYALTY

A charge applicable to all shipping companies and/or their agents, registered with ENL Consortium Ltd and operating their plant or equipment within ENL Consortium Ltd leased area.

ITEM 27. DOCUMENTATION TARIFF

A charge levied by ENL Consortium Ltd and payable by the consignee or their registered representative for the processing of documents. The tariff applicable is per bill of lading .

ITEM 28. VEHICLE ENTRY PERMIT

A charge levied by ENL Consortium Ltd and payable by the consignee and/or registered clearing and forwarding agent for vehicle entry to ENL Consortium Ltd leased area. The charge levied includes tenure parking rate and truck clearance certificate.

ITEM 29. COASTAL CHARGES

Applicable to vessels engaged in trade within Nigerian Territorial Waters. Goods previously landed at any terminal within the Ports of Lagos and subsequently transshipped to another Nigerian Port, will rank as coastal traffic and attract coastal charges.

ITEM 30. TROPICAL WEST AFRICA CHARGES (TWA)

Applicable to vessels engaged in trade within the West Coast of Africa lying between latitude 15°N and 15°S.

ITEM 31. DIRECT DELIVERY

The service of import cargo being discharged from a vessel to quayside and then onto a vehicle for direct dispatch from the terminal. Official request for direct delivery of cargo should be received 72 hours prior to arrival of a vessel and supported by all relevant documentation.

ITEM 32. TERMINAL HANDLING CHARGE

A charge levied against the Consignee for handling of containers / break bulk cargoes when Terminal Handling Mechanical Equipment is used. Terminal Handling charge for break bulk Cargoes is raised by differential for direct and indirect per cargo handling.

ITEM 33. ENVIROMENTAL LEVY

A charge levied by ENL Consortium Ltd and payable by the consignee on bulk cargo landed at the terminal for pollution of the terminal environment.

Key To Abbreviations

| | |
|------|------------------------------|
| % | Percent |
| US\$ | United States Dollar |
| =N= | Naira |
| AM | Before Noon |
| B/L | Bill of Lading |
| BC | Billing Code |
| CBM | Cubic Meters |
| GRT | Gross Registered Tonnage |
| KG | Kilogram |
| LOA | Length Over All |
| MOU | Memorandum Of Understanding |
| NPA | Nigerian Ports Authority |
| PM | After Noon |
| POA | Price On Application |
| TEU | Twenty foot Equivalent Units |
| TPR | Trailer Parking Receipt |
| TWA | Tropical West Africa |
| VAT | Value Added Tax |
| VEP | Vehicle Entry Permit |
| WM | Weight or Measurement |

Rates Quoted Are Exclusive of 7.5% VAT