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GOVERNMENT OF RAS AL KHAIMAH

RAK PORTS

TERMS AND CONDITIONS
CARGO HANDLING SERVICES

RAK PORTS INTEGRATED MANAGEMENT SYSTEM

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The controlled current version is available on the website https://rakports.ae/wp-content/uploads/2026/10/Terms-and-conditions-cargo-handling-services.pdf

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Release, Approved & Version Control

1. Document Control

Version No.	Date	Revisions
V1.0	19-04-2024	First issue as RAK Ports document. Refer MOC item. 202400196.
V1.1	21-10-2026	Replacement of “Saqr Port” to cover all RAK Ports facilities. Minor grammar corrects, spelling errors. Refer MOC item. 202601452 for details.

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1. DEFINITIONS

For the purposes of these terms and conditions:

Act means the Ras Al Khaimah Ports Act No. 9 of 2008**;**

AED means the United Arab Emirates dirham;

Affiliate means in relation to a Party, any entity that directly or indirectly Controls, is controlled by, or is under common Control with that Party from time to time;

AML Laws has the meaning given to it in Clause 19;

Anti-bribery Laws has the meaning given to it in Clause 18;

Cargo means any cargo, merchandise, or other property whatsoever in respect of which the Service Provider provides the Services to a Client;

Cargo Handling Services means the services of loading, unloading, or handling of Cargo and any associated operations performed or provided by the Service Provider to the Client;

Charges means the charges quoted by the Service Provider for the Services;

Client means the person(s), company, firm, or organisation for whom Services are performed or provided by the Service Provider;

Confidential Information means all information relating to the Disclosing Party or any Relevant Person or in connection with the Services or these Terms and Conditions (save for Cargo details required for fee calculation) which is provided by the Disclosing Party or any of its Affiliates or advisers to the Receiving Party in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by the Receiving Party of these Terms and Conditions;

(ii) is identified in writing at the time of delivery as non-confidential by the Disclosing Party or its advisers;

(iii) is developed by the Receiving Party independently of the Disclosing Party's Confidential Information; or

(iv) is known by the Receiving Party before the date the information is disclosed to the Receiving Party by the Disclosing Party or any of its Affiliates or advisers or is lawfully obtained by the Receiving Party after that date, and which, in either case, as far as the Receiving Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality;

Disclosing Party means the Party disclosing the Confidential Information;

Force Majeure Event means any act of God, act of public enemies, war, warlike acts, terrorism, restraint or direction of governments, ruler or peoples of any nation, restraint, or direction from any relevant authority regarding emergency response, riots, strikes, lockouts, insurrections, civil commotion, civil disobedience, floods, fire, restrictions due to quarantines, epidemics, storms, or any other causes beyond the reasonable control of the Service Provider;

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Legal Requirements means, insofar as they may apply to a Client, all international, local or federal laws and conventions and all regulations, orders, codes of practice or delegated or subordinate legislation and any building or health and safety codes of practice so enacted or issued or which are customarily used in the United Arab Emirates made thereunder and the regulations, requirements and by-laws of the Government of Ras Al Khaimah, the Service Provider, RAK Customs or any other authority;

Permitted Purpose means, in respect of a Party, for the purpose of exercising its rights and performing its obligations under or in connection with the Services and these Terms and Conditions;

Port means any or all relevant port areas operated within the RAK Ports Group portfolio in Ras Al Khaimah, United Arab Emirates, as applicable;

Premises means the relevant area at the Port, within the RAK Ports Group portfolio, including the quay or other area within the Port at which the Services will be provided;

Receiving Party means the Party receiving the Confidential Information;

Relevant Person means, in relation to a Party, its officers, directors, employees, professional advisers and auditors;

Sanctioned Country means any country or territory that is the subject or target of comprehensive country-wide or territory-wide Sanctions which, as of the date hereof, comprise of Crimea, Cuba, Iran, North Korea, Syria and the non-government-controlled regions of Donetsk and Luhansk;

Sanctions means any financial or trade sanctions administered by the United States (including through the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, the United Kingdom or the United Arab Emirates;

Service Provider means RAK Ports Holding LLC, C/O Saqr Port, PO Box 5130, Khor Khwair, Ras Al Khaimah, UAE;

Services means the Cargo Handling Services;

Special Conditions means any special conditions agreed in writing between the Service Provider and the Client for the provision of the Services;

Tariff means the charges for Services as set out in the RAK Ports “Port Tariff” as amended from time to time and published by the Service Provider on its website (https://www.rakports.ae) and/or in any other media deemed appropriate by the Service Provider;

Taxes has the meaning given to it in Clause 8.1;

Terms and Conditions means these cargo handling services terms and conditions;

UAE means the United Arab Emirates;

Vessel means the vessel the Client uses to transport the Cargo, whether owned, chartered, operated, or leased by the Client; and

Vessel Equipment means the equipment on any Vessel (including but not limited to) lighting, cranes, gantries, winches, derricks, runners, tackle, and any other Vessel equipment that can be used to provide Services.

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2. SUPPLY OF THE SERVICES

2.1 The Service Provider will provide the Services to the Client in accordance with these Terms and Conditions, the Tariff and, where relevant, the Special Conditions. In the event of any conflict, or apparent conflict, between the Special Conditions and these Terms and Conditions, the Special Conditions shall prevail.

2.2 For the avoidance of all doubt, the Service Provider is not an agent or employee of the Client. All employees or other third parties employed in the performance of the Services are always either employees of the Service Provider or its subcontractors and have no direct employment relationship with the Client.

3. CLIENT WARRANTIES

3.1 The Client warrants that it has the requisite power to enter into the agreement for the Services based on these Terms and Conditions and that it has obtained all necessary approvals to do so either as principal or as agent, in which event the Client is fully authorised to legally bind both the Client and its principal and to accept these Terms and Conditions on behalf of itself and of its principal. Unless otherwise expressly agreed in writing with the Service Provider, any Client acting as agent for or on behalf of any other person shall accept joint and several liability with its principal for all charges, dues, and other sums payable to the Service Provider under these Terms and Conditions.

3.2 The Client shall ensure that any agreement, contract or other arrangement made between the Client and

(i) the owner or operator of any Vessel, road or rail vehicle;

(ii) the supplier of any transportation services;

(iii) the owner of (or person or persons interested in) any Cargo, or;

(iv) any other sub-contractor or agent of the Client in connection with which or to whom Services are performed or provided by the Service Provider contains identical terms, conditions and limitations of liability as are expressed herein, for the benefit of the Client both on its own behalf and as agent for the Service Provider. Where any Client fails to comply with this provision, the Client shall indemnify the Service Provider against all proceedings, claims, and expenses (including legal costs on a full indemnity basis) arising out of or pursuant to such failure to comply.

3.3 The Client agrees to comply and procure that its officers, employees, agents, subcontractors and any other persons who are involved in transactions relating to this agreement shall comply, at all times, with all Legal Requirements, rules, regulations, codes of practice, guidance and statutory requirements that from time to time come into force including, without limitation, those relating to export control laws.

3.4 The Client warrants that the Cargo shall be stored in compliance with all relevant Legal Requirements or official and recognised standards and in a fit and proper condition for the Service Provider to supply the Services.

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4. THE SERVICE PROVIDER'S OBLIGATIONS

4.1 Subject to these Terms and Conditions, the Service Provider will provide supervision, labour, plant, and equipment, as available, to provide the Services for the duration as agreed between the Service Provider and the Client in writing. Notwithstanding the time agreed for the commencement of Services, the Cargo Handling Services will commence once the Vessel is berthed safely at the Premises and all Legal Requirements have been complied with by the Client.

4.2 The Service Provider will perform or provide the Services as the Service Provider in its reasonable discretion considers appropriate and expedient for each Vessel or for the Cargo, unless instructed to the contrary in writing by the Client.

4.3 The Client acknowledges and agrees that the Service Provider will use such plant and equipment as it considers suitable, in its reasonable discretion, for the type of Cargo and/or Vessel being handled.

4.4 Without prejudice to the generality of the foregoing, where it becomes exceptionally difficult to provide the Services due to condition of the Cargo, damage to the Cargo, damage to the Vessel or other matter creating exceptionally difficult working conditions (including but not limited to adverse weather conditions) then the Service Provider may in its absolute discretion elect whether to perform or provide or continue to perform or provide the Services. If the Service Provider elects not to continue to perform or provide the Services, the Service Provider shall therefore be under no obligation to provide the Services and shall have the right to terminate the Services in accordance with Clause 13. Notwithstanding the foregoing, if the Service Provider elects to continue to perform or provide the Services it shall inform the Client, and the Service Provider will not be liable for any loss or damage whatsoever, howsoever caused (including where caused by the negligence of the Service Provider, its employees, agents or independent contractors), to the Cargo or the Vessel including any claim for loss of use or loss of a particular market and the Client shall indemnify the Service Provider against all proceedings, claims and expenses arising out of or consequent to any such election by the Service Provider including all proceedings, claims and expenses relating to the handling of Cargo on the quay. The Service Provider by reason of its specialised knowledge shall be the sole arbiter as to whether (i) Cargo is exceptionally difficult to work, or (ii) the prevailing weather conditions permit the Services to be provided.

4.5 The Service Provider shall notify the Client as soon as reasonably practicable of any property damage or of any illness, injury or death of any person which occurs because of the provision of the Services and shall cooperate fully with the Client in developing full and complete information about the facts and circumstances of the occurrence and the nature and extent of any resulting damage or injuries.

4.6 All times agreed for the performance or provision of the Services are approximate (notwithstanding any representation made by any employee or agent of the Service Provider) and the Service Provider will have no liability for its failure to meet any such timelines.

5. VESSEL'S EQUIPMENT

The Client shall indemnify the Service Provider against any claim in relation to any accident howsoever arising out of or caused or contributed to by any defect in the Vessel Equipment.

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6. CARGO

6.1 The Client shall be responsible for and shall indemnify the Service Provider against all injury, loss or damage, however and whenever caused, and against all claims whatsoever made against the Service Provider for which they may be or become liable in respect of death or injury to persons or loss of or damage to property or delay arising out of, caused or contributed to by a failure to comply with the conditions, directions and regulations referred to in these Terms and Conditions.

6.2 No Cargo of a dangerous, hazardous, poisonous, tainted, infested, or contaminated nature or other dangerous substances, as specified in the International Maritime Dangerous Goods (IMDG) Code, will be handled by the Service Provider except with the prior written consent of the Service Provider and in accordance with applicable laws and the Service Provider's directions and regulations governing the handling of any such Cargo.

6.3 All extra costs, charges and expenses incurred by the Service Provider in handling Cargo of a dangerous, hazardous, poisonous, tainted, infested, or contaminated nature or other Dangerous Substances shall be repaid by the Client as per the applicable Tariff.

7. PAYMENT TERMS

7.1 All Charges are due and payable within the timeframe set out in the Tariff or any Special Conditions. Such Charges must be paid without reduction or deferment on account of any claim, counterclaim or set off.

7.2 Where the Charges are not paid by the due date, the Service Provider may charge interest on the overdue amount in accordance with the Tariff.

7.3 Without prejudice to its rights under Clause 9, the Service Provider shall have the absolute right to suspend the provision of the Services until all amounts payable to the Service Provider by the Client have been paid in full.

8. TAXES

8.1 All payments under these Terms and Conditions or the Tariff are exclusive of all taxes (including, without limitation, any value added tax), duties, levies, fees, or charges imposed by any governmental authority on the income or profits derived from such payments ("**Taxes**").

8.2 The Client shall not deduct or withhold from any payments under these Terms and Conditions or the Tariff any Taxes unless it is required by applicable law to deduct or withhold, in which case it will promptly provide the Service Provider with official receipts or other evidence of such remittance.

8.3 If any Taxes are required to be deducted or withheld from any payments under these Terms and Conditions or the Tariff, the Client shall pay to the Service Provider such additional amounts as are necessary to ensure that the net amount received by the Service Provider after such deduction or withholding is equal to the amount that the Service Provider would have received if no such deduction or withholding had been required.

8.4 Each Party shall be responsible for filing any tax returns, reports, or declarations and paying any Taxes that are imposed on it by any governmental authority on the income or profits derived from the payments under these Terms and Conditions.

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8.5 The Client shall indemnify and hold harmless the Service Provider from and against any and all claims, liabilities, losses, damages, penalties, interest, expenses (including without limitation, reasonable attorneys' fees and expenses) and costs arising from or relating to any claim or assessment of Taxes, interest or penalties resulting from the Client's acts, omissions, or failure to comply with its obligations under this Clause or any applicable tax law, including any Taxes that are imposed on the Service Provider by any governmental authority as a result of the Client's status, residence, or activities.

8.6 The Parties shall cooperate fully with each other in connection with any audit, assessment, investigation, or other proceeding involving the Taxes of a Party in relation to the Services. Each Party shall provide the other Party with any assistance, information, documents, or certificates that may be reasonably requested or required to comply with such Party's obligations under this Clause or any applicable law, or to claim any exemptions, reliefs or credits that may be available under any applicable treaty, law, regulation, or agreement.

8.7 If there is any change in applicable law or regulation which affects the tax treatment of the transaction contemplated by these Terms and Conditions, either Party may request a modification to these Terms and Conditions. The Parties shall negotiate in good faith to implement Special Conditions as necessary to comply with the changed law or regulation, and any resulting modifications shall be in writing and signed by both Parties.

9. LIEN

9.1 All Cargo (and documents relating to Cargo) will be subject to a general lien for all monies due from the Client to the Service Provider.

9.2 If any monies due to the Service Provider are not paid within one calendar month after notice has been given to the Client that Cargo is being detained, such Cargo may be sold by auction or otherwise at the sole discretion of the Service Provider and at the expense of the Client. All proceeds of the sale will be applied in or towards the debt owed to the Service Provider.

9.3 Where the Cargo is liable to perish or deteriorate, the Service Provider will have the right to sell or dispose of or deal with the Cargo immediately subject only to the Service Provider taking reasonable steps to bring to the Client's attention its intention to sell or dispose of the Cargo before doing so.

10. INDEMNITIES

10.1 The Client undertakes to indemnify the Service Provider against all such actions, claims, costs, and demands in respect of any loss, injury, accident, or damage of whatsoever nature which may arise out of or in connection with:

(i) the presence of the Cargo and/or Vessel at the Premises; or

(ii) a breach of any of the Client's warranties and undertakings under these Terms and Conditions; or

(iii) the conditions of the Cargo and/or Vessels and/or Vessel's Equipment on presentation to the Service Provider in breach of these Terms and Conditions, except in so far as such personal injury or loss of life shall be proved to be due to the negligence of the Service Provider.

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11. LIMITATION OF LIABILITY

11.1 The Service Provider will not be liable under these Terms and Conditions for any loss or damage to any Vessel, Vessel's Equipment, any Cargo, or other property of the Client unless such loss or damage is caused by the gross negligence of the Service Provider, its employees, agents or representatives and such loss or damage exceeds a minimum claim threshold of **AED 100,000** (one hundred thousand UAE dirham) per occurrence. Further, the Service Provider will not be liable and takes no responsibility for damage to Vessel fixtures and fittings including, but not limited to ladders and hatch coamings if the damage occurs during Cargo Handling Services. This shall include, but is not limited to, any damage that occurs because such fixtures or fittings are covered by the Cargo and the Client, or the Vessel has not informed the Service Provider in advance of such obstacles.

11.2 For the avoidance of all doubt, in no case shall any liability of the Service Provider howsoever arising and notwithstanding that the circumstances or cause of loss or damage may be unexplained:

a) in respect to Cargo, exceed the value of the Cargo or a sum at the rate of **AED 2** (two UAE dirham) per metric tonne of that proportion of the Cargo in respect of which a claim may arise, whichever shall be the lesser;

b) in respect to any Vessel or Vessel's Equipment or to other property of the Client, exceed **AED 1,000,000** (one million UAE dirham), per occurrence or incident.

11.3 Without prejudice to the generality of the foregoing provisions, the Service Provider will not in any event have any liability for any delay or consequential or pecuniary loss or loss of market, howsoever caused or for any loss, damage or expense arising from or in any way connected with the marks, weights, quality, or description of any Cargo howsoever caused.

11.4 Subject to Clause 11.1, the Service Provider shall be freed and discharged from all liability in respect of any loss or damage to any Vessel or Vessel's Equipment or any other similar matter unless:

a) notification of a claim in respect of such loss or damage is made by the Client in writing to the Service Provider prior to the Vessel's departure from the Port and the Client ensures the Service Provider and its contractors are granted full access to the Vessel to survey all such loss or damage prior to departure from the Port; and

b) proceedings are brought within twelve (12) months of the said occurrence of any such loss.

11.5 In the case of latent loss or damage to Cargo, the Service Provider shall be discharged from all liability unless notice of such loss or damage and the particular nature thereof has been given to the Service Provider, where the Service Provider is responsible, immediately after the Client has been notified of or becomes aware of or should reasonably have become aware of such loss or damage but in any event not later than thirty (30) days after the loading or discharging of the Cargo, has been completed by the Service Provider or fourteen (14) days after delivery of the Cargo to the final consignee, whichever is earlier.

11.6 Notwithstanding the above, the Service Provider shall in addition have the right in any circumstances to rely on any relevant statutory provisions providing for limitation or exclusion of liability.

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11.7 The employees, independent contractors and agents of the Service Provider shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. The Service Provider, in undertaking the Services, does so on its own behalf and as an agent for all its employees and agents.

11.8 For the purposes of this Clause, the value of the Cargo shall be taken to be the market price of Cargo of the same kind and quality immediately before the deficiency, loss, damage, mis-delivery or delay arose or took place, as determined by the declared customs value at the time of import or export of such Cargo or by any other manner elected by the Service Provider.

12. INSURANCE

All Cargo at or on the Premises are the sole responsibility of the Client in every respect and shall always remain at the entire risk of the Client. The Client is advised to obtain insurance cover for the Cargo and shall procure that any Vessel using the Port pursuant to these Terms and Conditions is insured against all risks of loss or damage to their full replacement value and to cover their legal liability.

13. TERMINATION

13.1 If the Client breaches its obligations under these Terms and Conditions, then the Service Provider may serve a notice requiring the Client to remedy the breach within fifteen (15) days. If the breach is not remedied within the aforesaid period of fifteen (15) days, then the Service Provider shall be entitled to terminate the Services with immediate effect by written notice to the Client and without the need to obtain a court order.

13.2 The Service Provider may terminate the Services immediately by written notice to the Client and without the need to obtain a court order if the Client:

13.2.1 repeatedly breaches any provision of these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms and Conditions;

13.2.2 ceases, or threatens to cease, to carry on all or substantially the whole of its business;

13.2.3 experiences a deterioration in its financial position so far as to reasonably justify the opinion that its ability to give effect to these Terms and Conditions;

13.2.4 becomes insolvent or admits its inability to pay its debts generally as they become due;

13.2.5 becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

13.2.6 is dissolved or liquidated or takes any corporate action for such purpose;

13.2.7 makes a general assignment for the benefit of creditors;

13.2.8 has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

13.2.9 encounters a Force Majeure Event which affects the performance of any of its obligations for more than thirty (30) days; or

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13.2.10 undermines by any act (or omission), directly or indirectly, the safety at the Vessel, Premises and/or the Port.

13.3 Furthermore, the Service Provider may terminate the Services with immediate effect without further notice, formality or court order in the event of any breach or alleged breach by the Client of any of the Client's obligations, undertakings, responsibilities, representations, or warranties under Clauses 18, 19 and 20.

13.4 Either Party may at its sole and absolute discretion terminate the Services, without the need for a court order, by serving thirty (30) days prior written notice to the other Party.

14. EFFECT OF TERMINATION

14.1 Where the Services are terminated in accordance with Clause 13, prior to the intended expiry of the agreed duration pursuant to Clause 4.1, then the Client will:

14.1.1 use all reasonable endeavours to enable the Service Provider to terminate its provision of the Services by the due date of termination;

14.1.2 continue to pay all sums due hereunder in accordance with these Terms and Conditions for so long as the Services continue to be provided; and

14.1.3 pay the Service Provider any costs reasonably incurred by the Service Provider in terminating the Services earlier than the agreed date, such cost will include, without limitation, vehicle and plant leased by the Service Provider to provide the Services provided the Service Provider uses reasonable endeavours to minimise such costs.

14.2 Without prejudice to Clause 14.1, upon any termination of the Services howsoever arising:

14.2.1 unless expressly stated otherwise in these Terms and Conditions, neither Party shall be liable to the other Party for any loss of profit, loss of contracts or other costs, losses or expenses arising out of or in connection with such termination or suspension; and

14.2.2 the expiry or termination of the Services shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms and Conditions which existed at or before the date of termination or expiry.

15. FORCE MAJEURE

15.1 The Service Provider shall not be held liable for any delays in the completion or performance of the Services due to a Force Majeure Event.

15.2 A Force Majeure Event shall not apply to any payments due by the Client under these Terms and Conditions.

16. CONFIDENTIALITY

16.1 Each Party may have access to Confidential Information of the other Party in relation to the Services and these Terms and Conditions. The Receiving Party undertakes:

16.1.1 to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 16.3 below and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information, but not less than the reasonable degree of care required to prevent disclosure of the Confidential Information; and

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16.1.2 to use the Confidential Information only for the Permitted Purpose.

16.2 The Receiving Party shall take all necessary steps to prevent the unauthorised use, disclosure, reproduction, or publication of the Confidential Information.

16.3 The Receiving Party may disclose the Confidential Information:

16.3.1 to its Relevant Persons, but only on a need-to-know basis insofar as such persons are aware of its confidential nature, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by equivalent requirements of confidentiality in relation to the Confidential Information;

16.3.2 to any person to whom information is required or requested to be disclosed by any governmental, taxation or other competent regulatory authority, the rules of any relevant stock exchange or pursuant to any applicable laws; or

16.3.3 with the Disclosing Party's prior written consent.

16.4 The obligation to maintain the confidentiality of the Confidential Information shall continue to apply for a period of five (5) years from the expiry or termination of the Services in accordance with these Terms and Conditions.

16.5 The Receiving Party agrees (to the extent permitted by law and regulation) to inform the Disclosing Party promptly:

16.5.1 where legally allowed to do so, of the circumstances of any disclosure of Confidential information made pursuant to Clause 16.3.2 above; or

16.5.2 upon becoming aware that Confidential Information has been disclosed in breach of these Terms and Conditions.

16.6 The Receiving Party will, within seven (7) days upon receipt of a written demand from the Disclosing Party:

16.6.1 return to the Disclosing Party the Confidential Information (and all and any copies thereof or of any part thereof);

16.6.2 destroy or permanently erase the Confidential Information from any computer, USB, or other similar device into which it was entered by it or on its behalf, by its representatives and employees; and

16.6.3 destroy all notes, reports, analysis, or records of the Confidential Information including materials created by the Receiving Party or on its behalf or by its employees or representatives or on their behalf.

17. NOTICES

17.1 Any notice given under these Terms and Conditions shall be in writing in the English language and shall be delivered by an internationally recognised courier addressed to the CEO of the relevant Party as follows:

Client's Address: Such address as declared in writing by the Client for this purpose; and/or, such address from which the Client's business is known to be usually conducted (whether global, regional, or local headquarters); and/or such return address from where previous Client's correspondence has originated; and/or, the address of their known local agents;

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Service Provider's Address: RAK Ports Holding LLC, C/O Saqr Port, PO Box 5130, Khor Khwair, Ras Al Khaimah, United Arab Emirates.

17.2 Notices given under these Terms and Conditions shall be deemed to have been received on the next day after delivery by courier for which a receipt is obtained.

17.3 Notwithstanding Clause 17.1, if the whereabouts of the Client is unknown or if service of a notice cannot be affected in accordance with Clause 17.1 notwithstanding reasonable efforts, pasting the notice at a reasonably prominent place in the Port, or on the company website (https://www.rakports.ae) shall be sufficient and serve as proper service of the notice, update or communication.

18. ANTI-BRIBERY AND ANTI-CORRUPTION

18.1 The Client shall, and shall procure that the Client's employees, directors, officers and agents shall, comply with all applicable laws relating to anti-bribery and anti-corruption, including, but not limited to, Articles 275 to 287 of Federal Law No. (31) of 2021 the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977 (each as amended from time to time) (the "**Anti-bribery Laws**") during the agreed term. The Client shall notify the Service Provider in writing if it becomes aware of any breach of any Anti-bribery Laws in connection with these Terms and Conditions or has reason to believe that it or any of its employees, directors, officers or agents have received a request or demand for any undue financial or other advantage in connection with these Terms and Conditions.

19. ANTI-MONEY LAUNDERING

19.1 The Client shall, and shall procure that the Client's employees, directors, officers and agents shall, in connection with these Terms and Conditions, comply with all applicable laws relating to anti-money laundering, including, but not limited to, Federal Decree-Law No. 20 of 2018 On Anti-Money Laundering and Combating the Financing of Terrorism and Financing of Illegal Organisations and Cabinet Decision No. (10) of 2019 Concerning the Implementing Regulations of Decree Law No. (20) of 2018 On Anti-Money Laundering and Combating the Financing of Terrorism and Illegal Organisations as may be amended from time to time (the "**AML Laws**") during the agreed term. The Client shall notify the Service Provider in writing if it becomes aware of any breach of any AML Laws in connection with these Terms and Conditions.

20. SANCTIONS

20.1 The Client represents and warrants that neither the Client, nor, to the best knowledge of the Client, any of its directors, officers or employees, affiliates, agents or other persons acting on its behalf, is

(i) controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that is a designated target of Sanctions; or

(ii) is located, organised or resident in a Sanctioned Country.

20.2 The Client shall not, and shall procure that the Client's employees, directors, officers and agents shall not, in connection with these Terms and Conditions, directly or indirectly, engage in any conduct or activity

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(i) involving any person that is currently controlled or 50% or more owned in the aggregate by or who is acting on behalf of, one or more individuals or entities that is a designated target of Sanctions;

(ii) involving any person or entity currently located, organized or resident in a Sanctioned Country; or

(iii) that will result in a violation by any person of applicable Sanctions.

21. MISCELLANEOUS PROVISIONS

21.1 These Terms and Conditions may be altered or varied at any time by the Service Provider as it may be considered appropriate from time to time in such manner and in such respects as the Service Provider may consider desirable. Any such alterations or variations of the Terms and Conditions shall be published by the Service Provider on its website (https://www.rakports.ae) (and/or in any other media deemed appropriate by the Service Provider), and/or notified to the Client by any means elected by the Service Provider.

21.2 Subject to Clause 2.1 above:

a) these Terms and Conditions prevail over and apply to the exclusion of any terms and conditions proposed by the Client (whether in writing or otherwise) and any terms implied by trade, custom or practice unless specifically agreed to in writing by the Service Provider;

b) the Act applies in full to the Client. In the event of any conflict, or apparent conflict, between these Terms and Conditions, the Special Conditions and/or the Act, the Service Provider by reason of its specialised knowledge shall be the sole arbiter as to which applies.

22. ACCEPTANCE

Use of the Services by the Client shall be deemed to constitute notice of and acceptance of these Terms and Conditions.

23. GOVERNING LAW AND JURISDICTION

23.1 These Terms and Conditions and any non-contractual obligations arising out of or in connection with them or these Terms and Conditions it shall be governed by the laws of the United Arab Emirates as applied in the Emirate of Ras Al Khaimah.

23.2 The Courts of Ras Al Khaimah shall have exclusive jurisdiction to settle any dispute, claim, difference, or controversy arising out of, relating to or having any connection with these Terms and Conditions (including a dispute relating to its existence, validity, interpretation, performance, breach, or termination or the consequences of its nullity), and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

23.3 The Parties agree that the Courts of Ras Al Khaimah are the most appropriate and convenient courts to settle any Dispute and accordingly each Party waives any objection to the Courts of Ras Al Khaimah on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

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Retention	@ Office	@ Archives
	0-2 years	3-5 years