

Timbúes, 30 of August 2018



For: Maritime Agents

Dear Sirs:

We are writing to you in order to communicate the new Terms and Conditions for all berthing operations and cargo loading in the terminals of Cofco International Argentina S.A. (hereinafter, the "Terminal"), which we trust will contribute to improve our services for the benefit of all the users of the Terminal.

The following terms and conditions are the product of the experiences we have shared with you over the past few years. They reflect the concerns that have been transmitted to us by the different market players and offer solutions that we trust will increase the efficiency of all Terminal operations. The objective is to make the most of the capabilities of our Ports, so that the ships that berth and load their cargoes can complete their operations as quickly as possible.

We are committed to working with you and we are confident that the new Terms and Conditions will help us achieve our common goal of getting each ship to Port, load and continue on its way without unnecessary difficulties or delays.

We appreciate your support and we take the opportunity to greet you attentively.

Cofco International Argentina S.A.

## **Terms and Conditions for berthing and loading operations in the Terminal**

### 1 – PRICE

The price for the use of the Terminal for loading cargoes is set at USD 0.30 per day, multiplied by the net tonnage of the vessel. Any change in the referred price, which will be opportunely reported to the market, will not affect the binding nature of these Terms and Conditions.

### 2 – PAYMENT

All invoices issued by Cofco International Argentina S.A. must be paid within forty-eight (48) hours of receipt. Payment of all amounts owed must be made in Argentine pesos at the exchange rate for the sale of US dollars set by the Argentine National Bank at the close of the day prior to the date of payment.

### 3 - "LINE-UP"

The enlistment of ships in queue waiting to load in the Terminal (hereinafter, "line-up") will be established according to the day, hour and minute of arrival of each vessel, ready for loading, in "Recalada." Vessels that, having entered by "Recalada", load cargoes in another "Up-River" port (s) before loading it in the Terminal, will keep their place in the original "line-up", except that the vessel immediately prior to them in the "line-up" had vacated the berth of the Terminal before the ship that was loading in the other port "Up-River" had finished its loading operations and was ready for loading in Terminal, in which case the ship loading in the other port "Up-River" will lose its turn in the "line-up" and a new turn will be assigned immediately afterwards.

Those ships that enter by Recalada to unload cargoes in ports "Up-River" and are then able to load in the Terminal will be assigned a turn, after the last vessel located in the "line-up" in Recalada, as soon as the unloading operations at the other "Up-River" port have been completed and the ship is ready for loading at the Terminal's Port.

The Terminal may modify the shifts of the ships in the "line-up" for operational reasons related to the goods to be loaded.

### 4 – HOLDS READY FOR LOADING.

No vessel shall have the right to berth at the terminal Port until it has submitted sufficient documentation to demonstrate that its holds are clean, ready and approved for loading by the control company and / or competent authority (depending on the specific requirements for the cargo in question). Notwithstanding, and in any case, the

Terminal may order the immediate berthing of the vessel at any time. In the event that said order is not fulfilled, the Terminal may decide that the vessel loses its turn in the "line-up" and, whether or not it has taken this decision, the vessel must pay Cofco International Argentina SA, as a clause criminal (art. 790 of the Civil and Commercial Code of the Nation), the sum of USD 1,900 per hour, or fraction, for as long as the Terminal is left unoccupied and / or idle as a result of the refusal of the ship to comply with the berth order. The same consequences will be applicable to any delay in the berthing of the ship that is not attributable to the Terminal.

## 5 - LOAD RATE

All ships that intend to perform cargo operations in the Terminal must be able to receive cargoes in accordance with the following minimum rates of continuous cargo:

- For grains: 3,000 metric tons per hour
- For sub-products: 1,800 metric tons per hour
- For vegetable oils: 900 metric tons per hour

## 6 - NOT RECEIVING THE CARGO

In the event that, for any reason, a vessel is unable to receive cargo, or is unable to do so in accordance with the load rates indicated in clause five, or decides to interrupt cargo operations, Cofco International Argentina S.A. may order him to vacate the pier immediately, thus allowing the next ship in line to occupy it. Exercise or not your right to order the vessel to immediately vacate the dock, Cofco International Argentina S.A. will have the right to charge the sum of USD 1,900 for each hour or fraction of delay resulting in loading operations. If a ship vacates the dock under the conditions of this clause, the Terminal will assign a new place in the "line-up" as if the ship had arrived at "Recalada" at the moment in which its problems for the adequate reception of the cargoes are solved.

## 7 - DRAFT SURVEY

When the buying party requests the completion of a draft survey on the vessel, the same must inevitably be done in "rada" (Roads) before the vessel proceeds to the mooring in the Terminal so as not to use productive loading times in the realization of the same.

In no way will it be possible to carry out the "draft survey" with a ship moored in the Terminal, unless it is contractually established between the parties.

If the aforementioned draft survey is done at the pier, the Terminal will charge a penalty for unproductive time at a rate of USD 1900 per hour or fraction.

## 8 – HOLDS INSPECTIONS AND / OR DELAYS

In case the ship rejects the inspection or there are other delays in loading or unloading the corresponding merchandise, Cofco International Argentina SA will be entitled to receive, as a penalty clause (art. 790 of the Civil and Commercial Code of the Nation), the sum of USD 1900 for each hour or fraction of delay.

## 9 - REQUEST FOR PILOTAGE SERVICE

It is a requirement of the Terminal that the pilots service request for a vessel's departure be made at least one hour before the end of loading or at the beginning of the trim.

## 10 - PRESENCE OF CLIENT REPRESENTATIVES IN PORT FACILITIES

For those cases in which the client (buyer of the merchandise) requests authorization to enter a representative to Cofco International Argentina S.A. to witness the loading of the merchandise with Argentine and / or foreign personnel (either in the Terminal or on the ship), the maritime agent must manage before Prefectura Naval Argentina (Coastguard Authority) the documentation according to the requirements of PBIP in force for our territory.

## 11 - DEBALLAST

Any ship that considers it necessary to carry out deballasting tasks should plan such tasks well in advance, in order to avoid delays in berthing operations, loading and leaving the ship. The Ship Agent must notify the Terminal of any need to discharge ballast before 48 (forty eight) hours prior to its berthing at the terminal's dock. Once the notification of shedding has been received by the Terminal, it may alter the ship's turn in the "line-up" in order to avoid general delays. In the event that the aforementioned notification is not received by the Terminal within the aforementioned period, or in the event that the ship performs deballasting tasks in a manner different from that accepted by the Terminal, the consequences established in clause six shall apply to all the time lost as a consequence of the deballasting tasks.

## 12 – TIME DEFINITION

"Working Hours" of work: those hours of work during which the salary is paid in basic conditions; that is, Monday through Friday from 7:00 am to 7:00 pm and Saturdays from 06:00 am to 12:00 noon, excluding local and national holidays and holidays.

"Extraordinary Hours" of work: those hours of work not included in the concept of Working Hours.

### 13 - SHIP REQUESTS FOR WORK AT EXTRAORDINARY HOURS

The orders of the vessel to carry out work (loading/unloading) in Extraordinary Hours must be addressed in writing to the Terminal. If the ship requests that the work be carried out between 7:00 p.m. and 12:00 p.m. of a working day, the written request must be submitted before 1:00 p.m. on the same day. If the ship requests that the work be carried out between 00:00 a.m. and 07:00 a.m. a day of work, the written request must be submitted before 1:00 p.m. on the previous working day. If the ship requests that the work be done during the weekend, the written request must be submitted before 10:00 am the previous Friday. The decision to load or not to load merchandise in Extraordinary Hours will be exclusive of the Terminal. The costs of the work done in Extraordinary Hours must be assumed by the vessel.

### 14 - LOADING REQUIREMENT AT EXTRAORDINARY HOURS

In order to expedite the movement of ships and maximize the use of their facilities, if there are more ships waiting to berth than can be accommodated, or in the event of risk of congestion in ship traffic, the Terminal may require any ship carrying out load tasks in Extraordinary Hours and the ship in question must bear the resulting costs. In the event that a vessel refuses to work in Extraordinary Hours, that vessel will lose its place in the "line-up" for the benefit of the next vessel in a row that does wish to work in Extraordinary Hours. This last vessel must remain on the dock during the Working Hours and Extraordinary Hours of work that requires the completion of loading operations. The Terminal may order any docked vessel that refuses to pay the costs of work in Extraordinary Hours to vacate the dock immediately, in which case the consequences established in clause six shall apply.

### 15 – UNBERTHING ONCE THE LOAD IS COMPLETED

All ships must vacate the dock within the time of completion of the cargo. In the event that a vessel does not vacate the pier within the aforementioned period, and beyond the occurrence of any circumstance of any nature, Cofco International Argentina S.A. will have the right to receive, as a penalty clause (art. 790 of the Civil and Commercial Code of the Nation), the sum of USD 1900 for each hour that the ship delays in vacating the dock.

## 16 – AGREEMENT

These terms and conditions will be considered accepted by any vessel that makes use of the services of the Terminal and will link both the Shipowner and the Agent (s), who will be jointly and severally liable for all costs incurred by a ship by application of the foregoing terms.