

ISOLATION SUB-PLOT - TERMS AND CONDITIONS OF USE

(Updated as at 7 September 2009)

1 Whereas the applicant for the Isolation Sub-Plot (ISP) (hereafter referred to as the "ISP User") has successfully applied for the use of the ISP(s) as indicated by BCA in Portion B of his application form, BCA hereby grants the ISP User a permission to use the ISP for the isolation use under the "BCA Test Requirements For Imported Coarse And Fine Aggregates" published in BCA official website, subject to the terms and conditions set out herein for the period stated in Portion B of the application (the "Permission Period")

SCOPE OF USE

2 The ISP User shall be allowed to use the allocated ISP to isolate ONE consignment of sand and granite aggregates only. An ISP User of either Pulau Punggol Aggregate Terminal or Tuas Aggregate Terminal shall be entitled to unload sand and granite aggregates at BCA aggregate terminals for isolation of aggregates.

PAYMENT

3.1 The ISP User shall pay in advance an ISP Rental Fee for the entire period applied for at the rate of \$1.40/sqm/week (subject to GST). Besides the standard berthing and other charges imposed by BCA, a surcharge of \$0.25/tonne (subject to GST) shall also be payable by the ISP User (if he is not an existing storage plot user of BCA aggregate terminals) for use of waterfront landing facilities.

3.2 A late payment interest charge will be charged daily on any fees/charges that remain unpaid calculated from the due date specified by BCA, subject to a minimum of \$2.00 per billing of late payment interest. The interest charge will be based on the Government's current interest rate for late payments, subject to a maximum of 12% per annum. This interest rate is subject to change without prior notice.

AMENDMENT, CANCELLATION, NO-SHOW AND EXTENSION.

4.1 Without prejudice to clause 3.1 above, the ISP User may on his own accord apply to amend, extend or cancel the Permission Period of each ISP. The ISP User shall submit the proposed amendment, extension or cancellation and bring along the relevant payment in person to BCA. BCA shall be under no obligation whatsoever to accept or agree to such application to amend, extend or cancel the Permission Period.

4.2 For amendment of Permission Period, a notice of at least two (2) working days prior to the commencement of the Permission Period is required. The ISP User shall pay a processing fee of \$200 for each application for amendment of Permission Period regardless the outcome of the amendment application.

4.3 For cancellation of permission / use of allocated ISP(s), the following rates of refund of ISP rental will apply:

Notice of Cancellation Received by BCA	Refund of ISP Rental
More than 3 weeks before Permission Period	95%
More than 2 weeks before the Permission Period	75%
More than 2 working days* before the Permission Period	50%

**BCA's official working days*

4.4 In the event of no-show by the ISP User at the ISP, the ISP User shall pay to BCA the charge / charges set out herein. The ISP Users shall pay an upfront administrative charge of \$200 per ISP and a daily administrative charge of \$50 per day per ISP for each day of no-show up to a maximum of 3 days. In the event that there shall be no-show by the ISP User of more than 3 days, BCA shall revoke the permission without refund of ISP rental and without being liable or accountable to the ISP User in any way whatsoever.

4.5 For any application for extension of Permission Period made after commencement of the Permission Period, the ISP User has to apply in person at BCA's office with the cheque for the rental of the extension period applied for. Applications for extension shall only be made on the Wednesday of the week during which the Permission Period expires. Should the Wednesday be a Public Holiday, the ISP User shall be allowed to make his application the next earliest working day. Applications for extension made any earlier will not be considered. The existing Permission Period plus the proposed extension period shall not exceed 7 calendar weeks. The ISP User shall pay a processing fee of \$200 for each application for extension of Permission Period regardless the outcome of the application. BCA shall have the sole discretion to decide whether or not to grant the extension applied for and BCA's decision shall be final.

USE OF PLOT

5.1 In the event that BCA is unable to hand over the ISP to the ISP User at the outset of the Permission Period due to the previous ISP user's failure to hand over the same to BCA on time, BCA shall refund to the ISP User the ISP Rental Fee paid at the time of submission of the application, and the permission to use the ISP shall be deemed revoked and the ISP User shall have no claim whatsoever against BCA in respect of such revocation and / or inability to hand over the ISP.

5.2 The ISP User consents to the sharing of common access road with other ISP users within the isolation storage area as marked in the location and layout plan annexed hereto as Appendix 1 at Pulau Punggol Aggregate Terminal and Tuas Aggregate Terminal respectively.

5.3 Upon the ISP User meeting BCA's testing requirements for imported aggregates as set out in the BCA website the ISP User shall, at the direction of BCA, draw down his stock and vacate the ISP prior to the end of the Permission Period. A refund (pro-rata on a weekly-block basis) of paid rental will be made for the remaining unused Permission Period.

5.4 In the event that the ISP User fails to meet BCA Test Requirements for imported aggregates, the ISP User shall propose in written form the manner and timelines for disposing the failed material for non-concreting use, the cost and expense of such disposal to be borne solely by the ISP User. BCA shall have the sole discretion to accept or reject such proposal. In the event that BCA rejects the proposal, BCA shall direct the manner and timelines in accordance with which the said failed material shall be disposed and the ISP User shall comply with such direction. In the event of failure to comply with BCA's direction or failure to adhere to a proposal accepted / agreed by BCA, BCA may dispose of the failed material in any manner it deems fit and all costs and expenses incurred by BCA shall be borne by the ISP User and shall be recoverable by BCA from the ISP User as debts. The

bearing of such costs and expenses or the discharge of such debts by the ISP User shall not affect or diminish any other liability of the ISP User. For the avoidance of doubt, BCA shall not, under any circumstance, be accountable / liable for any cost and expense for disposing of failed material.

5.5 The ISP User shall make good any damage done to roads, turfed areas, drains, fence, boundary concrete blocks, sewer, utility and other such public or private services or property whether by accident or otherwise. He shall indemnify BCA for all costs and expenses incurred by BCA in respect of repairing or reinstating the same.

5.6 BCA shall not in any manner whatsoever be responsible or accountable for losses or expenses incurred or sustained by the ISP User arising from or relating to the contamination of its isolated material while stored at the ISP. The ISP User shall comply with any order or direction by BCA for the disposal of the contaminated material (either in part or in its entirety) as required under the BCA 3-Stage Test of the BCA Test Requirement.

COMPLIANCE WITH STATUTORY OBLIGATIONS

6 The ISP User shall at his own expense comply with all existing laws, regulations, and by-laws and any laws, regulations and by-laws which may subsequently come into force.

ASSIGNMENT AND SUB-LETTING

7 Neither the whole nor any part of the ISP, nor the permission granted to the ISP User may be sub-let or assigned to any person without the prior written consent of BCA.

ADMINISTRATIVE CHARGE

8 In the event of any breach by the ISP User of its obligations under this Terms & Conditions of Use, the ISP User shall pay to BCA the charge / charges set out herein for the period during which the ISP User is in breach. The ISP Users shall pay an upfront administrative charge of \$200 per ISP and a daily administrative charge of \$50 per day per ISP for each day during which the breach subsists. The payment of such administrative charges shall not relieve the ISP User from his liability in respect of such breach, nor from the performance of all his obligations under this Terms & Conditions of Use.

INSURANCE

9 The ISP User shall be solely liable for, indemnify BCA against, and at all times insure against himself any liability, loss, claim or proceedings arising or relating to his use of the ISP whatsoever arising under any statute or at common law.

EXPIRY OF PERMISSION PERIOD

10 On the expiry of the Permission Period, the ISP User shall forthwith reinstate the ISP to the satisfaction of BCA, peacefully vacate and deliver up the ISP to BCA.

OTHERS

11 Without prejudice to the rights of BCA at common law, BCA shall be entitled to terminate the permission granted herein and the ISP User's use of the ISP by giving 3 days' written notice in the event of any breach of the terms set out

herein. BCA shall not in any event be liable for any damages, expense and/or losses suffered/incurred by the ISP User in respect of or arising out of his application for the ISP, the use of the ISP, the vacating and the surrender of the ISP to BCA (whether on or before the expiry of the Permission Period), as well as any termination of the permission granted herein or the ISP User's use of the ISP.

SUMMARY OF CHARGES

Note:- This section provides a summary of the charges payable by the ISP purely for ease of reference. The contents of this section does not in any way affect, diminish or prejudice the ISP User's liability as set out in clauses 1 to 11 above of this document. In the event of any inconsistency between the contents of this section and the contents of clauses 1 to 11 above, the contents of clauses 1 to 11 above shall prevail.

Types of Charges*	ISP (Sea)
Rental Fee	\$1.40/sqm/week
Berthing Charges	\$0.50/tonne
MPA Wharfage Charge	\$0.20/tonne
Surcharge (non-storage plot user)	\$0.25/tonne for use
Extension Processing Fee	\$200
No-Show Penalty	\$200 min admin fee + additional admin fee \$50 per day for 3 days. Forfeit of rental after 3 days.
Amendment Fee	\$200
Late Payment Interest	minimum of \$2.00 per billing subject to a maximum of 12% p.a.

*All charges/fees are subject to GST