

COMPANHIA PORTUÁRIA BAÍA DE SEPETIBA

**RULES
OF THE
COMPANHIA PORTUÁRIA BAÍA DE
SEPETIBA
(CPBS)**

2022

COMPANHIA PORTUÁRIA BAÍA DE SEPETIBA

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1.0 GENERAL RULES

Art. 1 – The Specific Rules for Terminal Operation at the Companhia Portuária Baía de Sepetiba (CPBS) aims to regulate, discipline and organize the operations, activities and services performed at the Terminal under the terms of Law Nº 12,815/13, the terms of the Port Authority Regulation, in the respective Lease Agreement, as well as in the Port Operator Qualification Certificate, for the exploitation of the Terminal within the Port of Itaguaí- RJ.

Art. 2 – For the purposes of this Rules, the following definitions are applied:

I – Terminal Administration: Companhia Portuária Baía de Sepetiba (CPBS), as the leaseholder, within the limits of the lease agreement;

II – Port Administration: Companhia Docas do Rio de Janeiro (CDRJ);

III - Organized Port Area: Area delimited by an act of the Executive Branch comprising the port facilities and protection infrastructure and access to the organized port.

IV - Terminal Area - comprises the land and waterway port infrastructure under management, control, or property of the Terminal Administration, including yards, inner roadway, conveyors, railways, warehouses, piers, mooring areas, loading and unloading equipment, access channel, anchorage area(s), evolution basin, beaconing, Operational Control Center - CCO, among other goods or services necessary for the operation of the Terminal.

V – Maritime Authority: the Brazilian Navy;

VI – Lease Agreement: the instrument C-DEP JUR No. 155/96, its amendments and annexes, entered into with CDRJ, which authorizes the leasing of an area in the Port of Itaguaí, for exploiting port activities by CPBS;

VII – Port Operator Qualification Certificate: the instrument issued by CPBS;

VIII – Port Authority Regulation: applicable rules and regulations issued by the Port Administration;

IX – Special Drawing Rights (SDR): the currency unit of the International Monetary Fund;

X – *Estimated Time of Arrival* (ETA): estimated arrival time at the Terminal;

XI – Rules: This Rules of the Companhia Portuária Baía de Sepetiba (CPBS) and its annexes;

XII – Terminal – is the Terminal of the Companhia Portuária Baía de Sepetiba (CPBS), leased by CDRJ, pursuant to the Lease Agreement; and

XIII - Port Operator: quality attributed by CDRJ to CPBS, for the purposes set out in paragraph 3, article 40, of Law 12,815, of June 5, 2013.

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Art. 3 – The Terminal Administration must, without prejudice to other competences defined in the legislation and in this Rules:

- I – comply with and enforce the laws, the Port Authority Regulation, the Lease Agreement and other rules applicable to the port sector;
- II – homologate service providers in the Terminal Area;
- III – charge the prices of services related to its activities;
- IV – ensure that activities are carried out in accordance with legal principles and the Lease Agreement, such as operational safety and respect for the environment;
- V – request authorization for entrance and exit, including mooring and unmooring, anchoring and vessel traffic in the Terminal Area, respecting the Port Authority Regulation, and, if applicable, the other competent authorities;
- VI – act or allow action in situations to assistance and salvage of vessels and wreck removal in accordance with the competence of the Maritime Authority, consulting, if applicable, other competent authorities;
- VII – disclose the maximum draft for vessels operation established by the Port Administration under the coordination of the Maritime Authority;
- VIII – under the coordination of the Maritime Authority and under the responsibility of the Port Administration, establish and disclose the maximum deadweight and the maximum size of the vessels that will be in traffic, due to limitations and particularities of the access to the Port and its docking facilities;
- IX – suspend the port operations that may hinder the operation of the Terminal, except for the aspects of interest of the Maritime Authority;
- X – establish the working hours of the Terminal, under legal and regulatory provisions;
- XII – apply the penalties provided in this Rules;
- XIII – organize the safety of the Terminal facilities.

Art. 4 – The Terminal Administration, in light of its duties and legal assignments for provision of terminal services, is the terminal authority in exercise at the geographic area of the Terminal, being vessels, clients and users subject to its resolutions.

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2.0 INFORMATION ABOUT THE PORT

2.1 INTRODUCTION

Art. 5 – Information contained in this Rules has the purpose of providing guidance to the owners, shipowners, operators, charterers, masters and shipping agents of the vessels regarding facilities and general conditions of the Terminal, and do not replace or change any of the provisions defined in Brazilian or international official publications destined to the seafarers. Other information regarding conditions of the Terminal may be obtained upon consultation with the Terminal Administration and/ or Port Administration.

Art. 6 – The Terminal Administration is not liable for delays, expenses, costs, losses, accidents or damages arising out of errors in using this information or from omission in consulting other publications, which may be necessary, national or international.

2.2 PANORAMIC VIEW OF THE PORT

Figure 1 - Panoramic view, in the foreground, of the CPBS Terminal



Note. Illustrative image only.

2.3 LOCATION

Art. 7 – The Port of Itaguaí is located at Latitude 22° 56.15' South, Longitude 043° 49.76' West on the south side of Madeira Island, about 20 nautical miles from the Sepetiba Bay, between Ponta de Castelhanos at Ilha Grande and Ponta do Arpoador at Marambaia Island.

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2.4 VESSEL NOMINATION AND ACCEPTANCE

Art. 8 – The main port requirements of the Terminal Administration for vessel nomination and acceptance are found in the document entitled **Summary of CPBS Port Requirements for Vessel Nomination and Acceptance** (“Summary”), set out in Annex A.

Art. 9 – The Terminal Administration will have the right, at its sole discretion, to reject the nomination or to stop the loading of any ship that:

- I. is not, in all respects, ready to receive cargo shipment at the Terminal.
- II. has not been approved in the shipper's verification system (*vetting*) contained in the Summary of CPBS Port Requirements for Vessel Nomination and Acceptance (“*Summary*”) of the Terminal, set out in Annex A.
- III. has not complied with the provisions of this Rules on the installation of the geotextile on board, or has previously refused permission for its installation or reinstallation;
- IV. does not meet operational requirements of suitability for de-ballasting time compatible with loading rates;
- V. does not meet the specifications of the mooring cables recommended in relation to the vessel Deadweight (DWT) and the scheduled Pier.

2.5 NAUTICAL CHARTS

Art. 10 – The access channel, evolution basin, anchoring areas and berths are represented in the following nautical charts, which must be consulted, being the master of the ship responsible for knowing them in advance:

- Charts No. 23100(INT2124), 1621, 1622, 1623 1401 issued by the Brazilian Directorate of Hydrography and Navigation (DHN);
- Chart No. 3970 issued by the British Admiralty.

2.6 METEOROLOGICAL CONDITIONS

Art. 11 – About meteorological conditions:

- The weather in the region is of tropical type, with an average humidity of 77%, with an average temperature of 23.5°C.
- Average summer rainfall is 200 mm monthly on approximately 10 rainy days per month. In winter, average rainfall is 100 mm per month and 8 days of rain per month.
- The predominant winds are NE during spring and summer, and NW or SW during autumn. The speed ranges from 6 to 14 knots.

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Sole paragraph: The information on meteorological conditions reported in this document is for informative purposes only and should not, by itself, support or justify the taking of any decision regarding safety and navigability conditions at the Terminal, which is the sole responsibility of the vessel's master.

2.7 CURRENTS, TIDES AND WAVES

Art. 12 – On currents, tides and waves:

- The Port of Itaguaí is located in the central part of Sepetiba Bay.
- Currents within the bay have a general direction W/E during high tide, and E/W during ebb tide.

Sole Paragraph: The information on currents, tides and waves contained above is for informative purposes only and should not support or justify the taking of any decision regarding safety and navigability conditions at the Terminal, which is the sole responsibility of the vessel's master.

2.8 COMMUNICATIONS

Art. 13 – Vessels must adjust their receivers to receive and comply with communications on the following VHF channels:

- General call, CHANNEL 16
- Ship maneuvering/pilotage/Terminal, CHANNEL 13
- Ship docked/Terminal, Digital CHANNEL CN/CCO

2.9 PILOTAGE AND TUGBOATS

Art. 14 – The use of pilots and tugboats in the maneuvers of ships in the Terminal is mandatory under the Brazilian Maritime Authority Rules (NORMAM 12) and under the Rules and Procedures of the Port Captancy of Rio de Janeiro (NPCP-RJ) and the clients, users, shipowners, operators, agents and/or masters are responsible for hiring such services and for the respective payment.

Sole Paragraph: In the event of adverse weather or sea conditions, including, but not limited to, rain, waves, tide or waves and winds during mooring, returning from the anchorage, loading or unloading and the vessel cannot remain safely moored by its own means, the vessel's master must request pilotage and towing services in order to immediately remove the vessel from the quay. If the master does not proceed accordingly, the Terminal will request pilotage and towing services, in order to avoid any risk to the Terminal, vessel and/or vessel's crew, in which case all costs related to pilotage and towing services will be on account of and paid directly by the vessel/owner.

2.10 ANCHORAGES

2.10.1 External Anchorage Area

Art. 15 – At anchorage area (without specific demarcation) located off Ponta de Castelhanos at Ilha Grande and pilot boarding position contained in nautical chart 1623

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2.10.2 Internal Anchorage Area

Art. 16 – Under the jurisdiction of the Port Administration and in accordance with the Port Authority Regulation, the following are:

- Anchorage A1
Latitude 22 ° 59, 92' S Longitude 43° 58, 00' W
Maximum Draft 9.60 meters
- Anchorage A2
Latitude 22° 59,63' S Longitude 43° 57,51' W
Maximum Draft 12.80 meters
- Anchorage B1:
Latitude 22° 58,54' S Longitude 043° 57,70' W
Maximum Draft: 11.30 meters
- Anchorage B2:
Latitude 22° 58,01' S Longitude 043° 57,70' W
Maximum Draft 8.90 meters
- Anchorage B3:
Latitude 22° 58,27' S Longitude 043° 57,20' W
Maximum Draft 11.80 meters
- Anchorage B4:
Latitude 22° 58,01' S Longitude 043° 56,71' W
Maximum Draft 11.50 meters
- Anchorage B5:
Latitude 22° 57,90' S Longitude 043° 56,08' W
Maximum Draft 10.90 meters
- Anchorage C1:
Latitude 22° 57,52' S Longitude 043° 50,60' W
Maximum Draft 7.10 meters
- Anchorage C2:
Latitude 22° 57,22' S Longitude 043° 50,11' W
Maximum Draft 7.10 meters
- Anchorage D:
Latitude 22° 56,50' S Longitude 043° 49,16' W
Maximum Draft 6.50 meters
- Anchorage E1:
Latitude 23° 00,43' S Longitude 043° 59,23' W
Maximum Draft 10.50 meters (34' 45')
- Anchorage E2:
Latitude 23° 00,43' S Longitude 043° 58,64' W
Maximum Draft 10.40 meters (34' 12')

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- Anchorage F1:
Latitude 22° 59,32' S Longitude 043° 56,66' W
Maximum Draft 11.20 meters
- Anchorage F2:
Latitude 22° 59,23' S Longitude 043° 56,85' W
Maximum Draft 11.20 meters

Sole paragraph – Anchorage at area F2 requires express authorization from the Maritime Authority and Companhia Docas do Rio de Janeiro, respecting the Port Authority Regulation, , if applicable, the other competent authorities; and additional precautions that will be determined at the time of the request.

2.11 ACCESS CHANNEL

Art. 17 – The access channel to the Port of Itaguaí:

Access to the CPBS at the Port of Itaguaí is made, initially, by two beacons channels, near of Ponta dos Castelhanos, at Ilha Grande and Ponta do Arpoador, at Ilha da Marambaia, with 18 or 22 nautical miles to the CPBS maneuvering basin, depending on the initial stretch of channel navigated, namely:

The first is the Derivative Channel, 13 meters deep, about 4 nautical miles long, with 4 pairs of buoys up to the final stretch of the TIG evolution basin.

The second is the access channel to the Ilha Guaíba Terminal (TIG Private Channel) with approximately 9 nautical miles in length, comprising two straight sections and a curve between them. The entire channel and the maneuvering basin are perfectly marked out in a total of 20 light buoys, two channel axis alignments and two flashlights at the ends of the pier.

The initial stretch, from buoys 1/2 to 7/8, is 4 nautical miles in length and 280.00 meters wide and is dredged to 22.50 meters at the level of reduction of the soundings (average of low tides of syzygy).

A sharp curve follows, approximately 2.00 nautical miles in length and width ranging from 310.00 meters on the 7/8 buoys to a maximum of 700.00 meters; the depths along the curve are greater than 24.00 meters. This curve is well marked by buoys 7/8 to 11/14.

The final stretch, 3 nautical miles long, begins at buoy 11/14 and extends to buoy 15 and the dolphin at the beginning of the ore pier, which has a width of more than 320.00 meters and a minimum depth of 23.00 meters, followed by the TIG maneuvering basin with 1,600.00 meters in length, 1,000.00 meters in width and depths greater than 24.00 meters, whose limits are marked by 3 light buoys.

The second channel is about 10.50 nautical miles in length, continuing in the NE direction and starting from a North Cardinal buoy that is 0.50 nautical mile after the TIG maneuvering basin, passing through the first pair of buoys 1/ 2 (1.3 nautical mile from the Cardinal Norte buoy) which belongs to the access channel to the Organized Port of Itaguaí (under the jurisdiction of Rio de Janeiro Docks Company), passing through the south of Martin's Island (comprised of a white flashlight from 8 nautical miles in range).

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The Organized Port Channel of Itaguaí was dredged to a depth of 20.00 meters and a width of 200.00 meters throughout its length (in 2009), and is composed of a total of 26 light buoys including the evolution basin that begins after buoy 23.

Art. 18 – The minimum depth of the channel is 19.50 meters.

2.12 EVOLUTION BASIN

Art. 19 - Centered on geographical coordinates position:

Latitude 22° 56,4' S Longitude 043° 49,8 W

It is signaled by buoys 23, 25 and 27 and is approximately 700.00 meters long and 600.00 meters wide, with a minimum depth of 20.00 meters.

2.13 MOORING AREAS

Art. 20 – Pier Particularities: Unique (One Quadrant)

- Length of 143.00 meters composed of 04 mooring dolphins (D) (D1, D8, D9 D3) and connected via walkways to 04 mooring dolphins: D4, D5 at the east end and D6 and D7 at the west end.
- Pier operating Length: 230.00 meters
- Maximum berth: 120.00 meters
- Maximum total length: 300.00 meters
- Minimum total length: 111.50 meters
- Maximum breadth: 50,00 meters
- Minimum breadth: 24,50 meters
- Maximum Draft: 17.80 meters
- Maximum deadweight (DWT) 208,000 meters

3.0 WORKING HOURS OF THE PORT

Art. 21 – The working hours in the Terminal facilities is currently 24 hours and may change without prior notification by the Terminal Administration, under the legislation in force.

4.0 USE OF THE ANCHORING AREAS AND BERTHING FACILITIES

Art. 22 – Authorization for berthing in the public facilities, as well as definition of priorities, shall be granted by the Port Administration upon Terminal's request.

Art. 23 – Clients and users of the Terminal shall comply with the determinations of the Terminal Administration and competent authorities regarding the priority of service to vessels.

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Art. 24 – Clients and users of the Terminal shall provide all documentation and information required by legal rules and by the Terminal Administration, subject to the penalty of not being authorized to enter or exit, including mooring or unmooring and moving/shifting of vessels in the Terminal area.

Art. 25 – The Terminal Administration may suspend or cancel any activity or operation which is not in accordance with the current legislation, the Port Authority Regulation, this Rules, or that, in any other way impairs the operation of the Terminal, thus causing failure to comply with its obligations as lessee by Public Administration

Sole paragraph – The determinations of the Terminal Administration, for the exit or unmooring of a vessel, must be complied with, except in special situations, never exceeding the period of 24 (twenty four) hours.

Art. 26 – Vessels anchored or moored shall not perform repairs in its engine and/or equipment that prevent them from moving, except in special situations previously authorized by the Terminal Administration and, if applicable, after consultation to the Maritime Authority.

Art. 27 – In the event of vessels transporting hazardous cargo and/or products, the owner, the shipowner, operator, charterer, shipping agent or master must provide the following data at least 48 hours in advance:

I – the technical name of the products, in Portuguese, according to the classification of the International Maritime Dangerous Goods Code (IMDG), the flash point, when applicable, and its UN number (identification number established by the United Nations Committee);

II – the quantity of hazardous cargo and/ or products on board, indicating the amount that must be unloaded at the Terminal and the amount that will remain on board the vessel with its localization on deck or inside the holds;

III – the type of package;

IV – the status of the hazardous cargo and/or product and the likelihood of a potential incident to occur;

V – information of whether the vessel has or not any insurance certificates for carriage of hazardous cargo;

VI – other relevant information regarding precautions while handling the cargo and concerning appropriate PPEs.

Sole paragraph - Vessels carrying hazardous cargo must be in full compliance with applicable international and national regulations, including, but not limited to, the provisions of the International Maritime Dangerous Goods Code (IMDG) and NORMAM 29 (Rule of Maritime Authority for Dangerous Goods).

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Art. 28 – Vessels and their crew members are subject to the present Rules during the time in which they remain in the Terminal area.

Art. 29 - Vessels while berthed must readily fulfill the orders given by the Terminal Administration, including immediate unmooring and to vacate the berth and exit the Terminal, especially in case of abnormal situations which may compromise the safety of the personnel, facilities and the vessels themselves or which may hinder the good operation of the Terminal. Any non-compliance will subject the owner, shipowner, operator or charterer to a daily fine or equivalent fraction of a non-compensatory nature, based on the order/notice given by the Terminal Administrator, in the amount of 58,000 (fifty-eight thousand) SDR, without prejudice to the others administrative, civil, criminal liabilities/consequences, among others to which it gives rise.

Art. 30 – The master must perform loading and/or unloading operations as scheduled and immediately unmooring the vessel after the completion of the operations.

Art. 31 – The master must follow the best marine and shipping practices during the period of mooring and loading of ore, including, but not limited to, the:

I – perform the proper mooring arrangements for the vessel, observing the influence of meteorological and hydrographic conditions or in the cases indicated by the Terminal Administration;

II – installation of geotextiles in bilge wells, as provided for in article 34 et seq. of this Rules.

Art. 32 – In the event of rainfalls, at any intensity, during loading or unloading operations, the master of the ship must keep closed all hatches which are not being operated by the Terminal.

Sole paragraph – In the event of hard rainfalls, the Terminal Administration may determine that all hatches, without exception, must be closed.

Art. 33 – The vessels' bilge wells must be completely drained before mooring for loading, in order not to add humidity to the cargoes that will be loaded and to enable the drainage as from the loading operation.

Sole Paragraph – The drainage of bilge wells is not allowed in the mooring areas.

5.0 GEOTEXTILE INSTALLATION

Art. 34 – For loading of ore fines at the Terminal, the installation of geotextiles on the vessels is mandatory, for navigation safety reasons.

§ 1º – The vessel must carry out, by its crew and under its responsibility, the previous installation of geotextile that it has on board, to allow the vessel to berth with holds ready to start loading operations.

§ 2º – The Terminal Administration can arrange for the supply of geotextiles if the vessel does not have them on board, for installation after the ship's mooring and before loading begins.

Art. 35 – Masters of the vessels scheduled to operate at the Terminal must provide to the Terminal Administration, within a minimum of seven (7) days prior to the ETA:

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- I. his acceptance with the installation on board of geotextile according to Annex B of this Rules;
or
- II. his confirmation that the geotextile device is already available on board

Art. 36 – Removal of the geotextile device and the resulting costs after the completion of ore fines transportation is responsibility of the vessel's master.

Art. 37 – The Terminal Administration will not be liable for any direct or indirect damage, loss or expense resulting from the inefficient operation of the geotextile.

Art. 38 – If the master refuses to proceed with or complete the loading operation as scheduled, the Terminal Administration, at its own discretion and on account of the vessel, under the provisions of article 25, may order the immediate unmooring of the vessel and its shifting to one of the anchoring areas of the Terminal or any other designated area, until the impasse which caused the refusal is solved, with a view to preventing prejudice to the regularity, effectiveness, environment and safety of port operations.

§ 1º – A refusal by the master in promptly complying with the order for shifting/moving the ship to the anchoring area or to any other designated area shall subject the shipowner, operator or charterer to a daily non-compensatory fine or equivalent fraction, applicable as from the unmooring order, in the amount equivalent to 58,000 (fifty-eight thousand) SDR, without prejudice to criminal and civil liabilities for damages arising from the master's refusal.

§ 2º - In the event of the master does not proceed accordingly, the Terminal Administration will request the services of pilotage and towing to avoid any risk for the Terminal, vessel and/or crew, in which case all costs related to pilotage and towing services will be for the account of and paid directly by the vessel/owner.

§ 3º – In the event of refusal to comply with the shifting/moving order to anchoring area or any other designated area, the Terminal Administration may seek the fulfillment of its order before the Courts, the resulting losses, damages and costs incurred by the Terminal, inclusive of administrative, legal and judicial expenses, shall be borne by the shipowner.

6.0 PRICES OF PORT SERVICES

Art. 39 – Prices for terminal services and public infrastructure, maintained by the Terminal Administration, will be informed and charged by the Terminal Administration itself.

Art. 40 – Services with specific characteristics, adjusted to attend the particular need of the clients and users of the Terminal are to be agreed between them and the Terminal Administration.

Art. 41 – The Terminal Administration is not responsible for services hired by clients and users of the Terminal with third parties. Prices shall be negotiated by clients and users of the Terminal directly with such third parties, without any liability, participation or legal relationship involving the Terminal Administration.

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7.0 PORT SECURITY

Art. 42 – The Terminal operates according to international safety standards and rules of International Ship and Port Facilities Security Code (ISPS), in Level 1. The master must be aware of and adapt to any level of security protocol under which the Terminal is operating.

8.0 ENVIRONMENT PROTECTION

Art. 43 – Vessels, their masters and crew must observe, during their stay in the Terminal, the rules of harmonious relationship and preservation of the sea environment contemplated in this Rules and the applicable legislation.

Art. 44 – Vessels are prohibited to release oil, residues, garbage or any other material that may harm or contaminate the waters in the Terminal area.

§ 1º - The discharge of ballast water will be allowed inside the Terminal Area, as long as the requirements of the competent authorities and applicable regulations are respected, in order to avoid environmental pollution or changes in the balance of marine fauna and flora.

§ 2º - Vessels on cabotage voyages must comply with the exchange of ballast water in accordance with the applicable rules of public authorities and avoid, within the Terminal Area, the discharge of water whose color and/or composition (muddy water, with corrosion residues in suspension, etc.) may cause a visual environmental impact, giving rise to the Terminal's assessment by the competent authorities, in which case the respective owners, shipowners or operators must take all appropriate measures in order to defend the Terminal and to avoid any aggression, danger or risk of damage to the environment, without prejudice to the duty to repair the damage and/or imposed penalties

Art. 45 – Diving services to clean vessels' hulls or propellers are not allowed in the Terminal area.

Art. 46 – The Terminal Administration authorizes, through registered companies, that the waste collection service (garbage, sediment and oily residues) take place on 7 (seven) days a week during the day, and the Terminal Administration may authorize such service during the night, in exceptional situations.

§ 1º – The companies that provide the waste collection service can be consulted on the official website of the Port Administration and the International Maritime Organization – IMO. The request for this service must avoid delays and impacts on port handling operations carried out by the Terminal Administration.

§ 2º - The Terminal annually discloses to the unions of local maritime agencies the table with registered companies.

9.0 CONTROL OF EFFLUENTS FROM EXHAUST GAS CLEANING SYSTEMS (EGCS)

Art. 47 – It is mandatory, during navigation in the maritime area adjacent to the Terminal and operation in the waters of the Terminal Area, in particular in the access channel, anchorage areas, berths and docking areas, that vessels use fuel with a lower sulfur content or equal to 0.5% and/or exhaust gas cleaning systems (EGCS), or scrubbers, which do not cause any effluent discharge into the sea.

§ 1º - If a breach of these terms and/or any and all applicable implementation measures is identified, the Terminal Administration will have the right to reject the docking or interrupt the ship's operation already started, being the shipowners responsible for any incidents and to indemnify the Terminal Administration for losses and damages.

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§ 2º - Vessels must have a sufficient quantity of fuel with a sulfur content less than or equal to 0.5% to be used during the period of operation and stay in the Terminal Area. The lack of this fuel or the use of exhaust gas cleaning systems (EGCS), or scrubbers, which cause the discharge of any effluent from its washing into the sea, will result in the attribution of responsibility to the vessel, leaving the vessel to Terminal Administrator, the right to order the vessel to vacate the Terminal Area, with the shipowner being liable for expenses, including losses and damages.

10.0 BALLAST WATER MANAGEMENT AND CONTROL

Art. 48 – In the event of vessels need to discharge ballast water, pursuant to article 44, paragraph 1 of this Rules, this must be made in accordance with the International Convention for the Control and Management of Ships' Ballast Water and Sediments (“BWM Convention”) and any and all applicable implementation measures.

§ 1 – If it is found that the vessel does not comply with the terms of the applicable BWM Convention, the Terminal Administration will have the right to reject the mooring or interrupt the operation if it has already started. In this event, the shipowners will be responsible for any delays in the operation, indemnifying the Terminal Administration for the losses and damages caused.

§ 2 – In the event of a written request from the Terminal Administration, at any time, the master or shipowner must immediately provide an electronic copy of the valid International Ballast Water Management Certificate for the ship.

Art. 49 – The vessels must always have sufficient ballasting or deballasting capacity in relation to the loading or unloading capacity, and the master is responsible for ensuring that the loading or unloading and the respective ballasting or deballasting are properly synchronized at all times, to maintain the vessel within limits of stress and stability.

§ 1 – In the event of the loading/unloading has to be interrupted or delayed continuously for more than six (6) consecutive hours due to insufficient ballasting/deballasting capacity in relation to cargo loading capacity, non-compliance with the BWM Convention or to any other reason attributable to the vessel, the Terminal Administration shall have the right to order the vessel to vacate the pier determining the time of exit and eventual return to the berth, being the master or shipowner responsible for this movement costs, including related expenses, and indemnification to the Terminal for losses and damages.

11.0 FINAL PROVISIONS

Art. 50 – All clients, users, service providers and their representatives and agents must comply with the rules of:

I – this Rules;

II – the *Summary of CPBS Port Requirements for Vessel Nomination and Acceptance* (“*Summary*”), set out in Annex A;

III – the guidelines on the installation of geotextile, according to the instructions in Annex B;

IV – the safety and environment rules and guidelines established by competent bodies and the Terminal Administration, the operational procedures of the Terminal and other information provided in the *Operational Port Guidelines*, sent to the shipping agent before the mooring of the ship, according to model Annex C;

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V – other procedures for the exit of the ship set out in the *Checklist for Sailing*, according to Annex D;

VI – Port Authority Regulation: applicable rules and regulations issued by the Port Administration;

VII - other documents and operational procedures presented, at any time, by the Terminal to the shipping agents or to the crew of the vessels;

VIII – rules and definitions of regulatory bodies, of the Maritime Authority, environmental, customs, sanitary and health bodies, maritime police and others as established by the legislation in force;

Art. 51 – Conditions for cargoes to enter, be moved, stay or be stored shall be established by the Terminal Administration, according to the particulars of each cargo.

Art. 52 – Entrance and flow of vehicles, equipment, cargo or personnel in the Terminal Area are subject to previous authorization by the Terminal Administration. Clients, users, service providers and their representatives and agents must check with the Terminal Administration regarding applicable rules, reasonably in advance before performing any operation.

Sole paragraph – Vehicles and their drivers must be in conformity with the traffic and transportation current legislation, as well as the provisions of the Terminal Administration and other applicable laws and regulations.

Art. 53 – Clients and users of the Terminal are aware that the Terminal Administration shall inform the competent governmental authorities about the conditions of services provided and operational data, notably regarding the removal of wastes and omissions of the vessels.

Art. 54 – In the event of an incident involving the foreign vessel that causes damage to the land or waterway port infrastructure at the Terminal Area or hindering its activities, the Terminal Administration may require from the respective shipowner, owner or operator, without assets in the country, the provision of security, in the form of an idoneous guarantee that ensures eventually the reparation of damages, loss of earnings and applicable fines.

§ 1 – The security must be presented within forty-eight (48) hours after its request by the Terminal Administration, however always before the departure of the vessel from the Terminal.

§ 2 – In the event of refusal or failure to provide the security, the Terminal Administration may judicially apply for the seizure/arrest of the vessel until the security is provided, without prejudice to the duties imposed in this Rules on owners, shipowners, operators, charterers and masters, especially to vacate the loading berth.

Art. 55 – The Terminal Administration shall not be liable for any delays, expenses, costs and damages to shipowners, operators, charterers, ship masters due to their failure to comply with the provisions of this Rules.

Art. 56 – Shipowners, operators, charterers, ship masters are liable before the Terminal Administration and shippers for the failure to comply with the provisions of this Rules.

Art. 57 – If the vessel fails to comply with any obligation provided for in this Rules for which there is no specific penalty, such non-compliance will subject the vessel, its master, owner, shipowner, operator and/or charterer to the payment of a daily fine of up to 58,000 SDR at the sole discretion of the Terminal

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Administration, of a non-compensatory nature, calculated from the date of non-compliance until the effective fulfillment of the obligation, without prejudice to other administrative, civil, criminal liabilities/consequences, among others to which it gives rise.

Art. 58 – This Rules is issued in two versions, one in Portuguese and another in English. In the event of any inconsistency between them, the Portuguese version shall prevail.

Art. 59 – Updated versions, in Portuguese and English, of this Rules and its annexes are available on the official website of Vale S.A.

Art. 60 – In the event of conflict between the provisions of the Port Authority Regulation and this Rules, the provisions of the Port Authority Regulation shall prevail.

§ 1º – In the event of conflict between the provisions of the Rules and its annexes, the provisions of the Rules shall prevail, except in the event of conflict with the provisions of Annex A - Summary.

§ 2º – The omitted cases will be definitively resolved by the Terminal Administration.

Art. 61 – The Terminal Administration reserves the right to change, unilaterally and at any time, the provisions of the present Rules and its annexes, without the need to communicate to clients, users and service providers and their representatives and agents.