

**CONDITION OF USE OF FACILITIES AND SERVICES AT DIGHI PORT**

The Business Head,  
Dighi Port Limited  
Dighi-Maharashtra (India).

Dear Sirs,

I, **Capt.** \_\_\_\_\_, Master ("**Master**") of M.V / M.T. \_\_\_\_\_ ("**Vessel**"), owned by \_\_\_\_\_ ("**Owner**") whose address is at \_\_\_\_\_

hereby acknowledge receipt of these Conditions of Use ("Conditions of Use") of Dighi Port ("**Port**") and to avail the Port Facilities\* and Port Services\* as detailed hereunder and agree that:

- (a) The Master shall at all times and under all circumstances be responsible for the safe and proper operation, navigation and berthing of the Vessel at the Port operated by Dighi Port Limited ("**Company**"). It is further agreed the Port Management shall not be responsible for delay in pilotage, berthing, ingress or egress, delay in cargo operation, etc., for any reasons whatsoever.
- (b) The Vessel shall abide by all rules, regulations, guidelines and recommendations with reference to prevention of pollution, including pollution due to bilges, ballast water, vessel waste, garbage and the like; in addition to any other laws, rules, regulations, or procedures, declared or issued by the Government of India, or the State of Maharashtra, or by the Company ("**Port Management**").
- (c) The Vessel will be held responsible for any loss or damage caused to the Port property and all costs, charges and expenses in that behalf, which shall be paid on a demand being made, without any demur and shall be responsible for, indemnify and hold harmless the Company from and against all claims, losses, damages, delays, costs (including legal costs), expenses and liabilities of every nature.
- (d) The Port endeavors that the berths, its facilities, equipment's, tugs and crafts are deployed and operated safely, but does not guarantee any such safety. The Port shall not be responsible for any damage, delay or loss (including cargo loss) sustained by the vessel for any such reasons.
- (e) If the Vessel or any person on board or any object, article, substance, equipment or installation on its board sinks, grounds or otherwise becomes or is likely to become, in the sole opinion of the Port Management, an obstruction, threat, hazard or danger to navigation, operations, safety, health, security or environment in or adjacent to the Port, then the Master shall upon receiving the Port Management request, without any delay allow the Port Management to remove or deal with the obstruction, threat, hazard, for which reasonable costs shall be paid by the Vessel / Owner.
- (f) It is mandated by Maharashtra Maritime Board that pilotage in this Port for all vessels is compulsory. The Master of a Vessel shall alone be answerable for any loss or damage caused by the Vessel or by any fault of the navigation of the Vessel in a manner as he would have been at pilotage.
- (g) A no due certificate shall be issued by the Port subject to clearance of all outstanding invoices by the Vessel / Owner.
- (h) All disputes between the Port and the Vessel, its Owner, Master, agents and charterers shall be subject to the exclusive jurisdiction of the Courts at Maharashtra in India.

Signature: .....

Name: Capt. ....

**(For and on behalf of) VESSEL OWNER/ MASTER (with Seal)**

**\* "Port Facilities" mean all facilities, assets, equipment and installations, whether the same are fixed or movable, including, without limitation, the channel, berths, bunkering, loading facilities including buoys or other channel markings;**

Dighi Port Limited  
At & Po Dighi  
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