

Yantian Express

Door End Inspection of Containers– Freeport, Bahamas

All parties wishing to send a surveyor to take part in the door end inspection of the 460 containers designated by General Average and Salvage Adjusters Richards Hogg Lindley (RHL) shall review and complete this document. Containers which are likely a total loss as determined by RHL (198 in total) as well as any container not designated by RHL will not be subject to inspection in Freeport (see RHL website for container lists [<https://rhlclientarea.ctplc.com>] Password: YE119GA).

Scanned copies of the completed form should be sent to:

Adrian.Scales@brookesbell.com

Mariel.Kagiorgi@hilledickinson.com

Alexander.Bramwell@hilledickinson.com

Once the completed form has been received, the named surveyor will be added to the authorised access list. Thereafter, RHL (Gianluca Rolff gr@tmcmarine.com) will provide surveyors with notice as to when their respective container(s) will be subject to door end inspection.

Kindly note that only those named on the authorised access list will be permitted to enter the secure area where the cargo/containers will be available for inspection as set forth herein.

Container identification numbers:	
Surveyor's name:	
Surveyor's instructing party:	
Contact details of surveyor's instructing party, (including address, telephone and email):	
Surveyor's email:	
Surveyor's cell / mobile number:	

In CONSIDERATION of the owners of Yantian Express, (the "Owners") agreeing to door end inspections of containers, I (the "Surveyor") acknowledge and agree:

Part A – The Survey Protocol

1. Door end inspections (as more fully described herein) will be undertaken following the landing of cargo/containers ashore. Cargo surveyors will not be provided access to the vessel.
2. Door end inspections will involve representatives from the Salvor, the General Average Adjuster, the Owner and its trading partners to include ONE and/or Yang Ming. Cargo surveyors will be invited to attend as well.
3. Surveyors shall identify themselves and their purpose to an Owners' representative upon arrival at the designated area for door end inspections. Permission to enter the area will be based on timing of containers subject to inspection and confirmation of appropriateness for the planned inspections each day.
4. Full and appropriate PPE equipment must be worn by all personnel on site (Hard Hat, Safety Glasses, Coverall, Steel Toe-capped working Boots/Shoes, High-Visibility Jacket or Vest). Persons without appropriate working gear will not be permitted to enter the working area.
5. Door end inspections will be carried out in a specified location clear of the working area of the vessel. Cargo surveyors will be accompanied to and from the inspection area and will not be given access to other work areas due to safety and operational concerns.
6. Door end inspections will be arranged for daylight hours only. No access to the area will be permitted during darkness.
7. Door end inspections will follow a standard format and process as implemented by RHL, the basic elements of which follow:
 - a) The external perimeter of each container will be initially inspected;
 - b) Confirmation of container and related seal number;
 - c) Container seal broken for purposes of a door end visual inspection of the cargo;
 - d) Agreement on cargo status (Sound/Partial Loss/Total Loss) by and among the Salvor, GA Adjuster, Owner and its applicable trading partner for that container as well as additional steps, if any, to be taken;
 - e) New Seal applied where required;
 - f) Cargo surveyors will be permitted to attend the door end inspection and may provide input as to the status of the cargo. **However, final decisions as to the disposition of the cargo will be jointly and exclusively determined by the Salvor, GA Adjuster, Owner and its applicable trading partner for that container;** and
 - g) Cargo surveyors will waive their right to the door end inspection if not present in a timely manner. Door end inspections are final and will not be repeated.
8. Based upon the door end inspection, a decision will be taken by and among the Salvor, GA Adjuster, Owner and its applicable trading partner for that container as to whether the condition of the cargo is APPARENTLY SOUND, a PARTIAL LOSS, or a TOTAL LOSS.

9. Any assessment of extent of PARTIAL LOSS will be made solely for the purposes of GA and Salvage security, and will be determined by the GA Adjuster and Salvor. Where there is an agreement on potential for retained value, a new seal will be applied.
10. Subject to the condition of the container and the cargo, one of the following alternatives will apply:
 - a) Apparently sound cargo and partial loss cargo will be designated for movement forward contingent upon terms and conditions yet to be determined;
 - b) Where there is damage to the container alone, devan and restow the cargo into a replacement container as appropriate which will thereafter be designated for movement forward as per "a)" above;
 - c) Cargoes and/or containers deemed a total loss will be assigned for disposal unless otherwise required to be preserved by fire experts as evidence in relation to the fire investigation.
11. Failure of any Surveyor to comply with (a) any requirement of this Part A, or (b) any reasonable instruction of the Owner or its representative will result in ejection from the site and being barred from further inspections.
12. The terms set forth herein are without prejudice to or waiver of any and all rights, remedies, defences or limitations available to the vessel, Owner, its trading partners, or any other bill of lading or sea way bill of lading issuers, all of which are expressly reserved.
13. Owner reserves the right to modify, amend and/or supplement this protocol without notice as may be necessary under the circumstances.
14. The Surveyor has irrevocable instructions to sign this Part A on behalf of his Principal named above.

Part B – Surveyor Indemnity

15. It is acknowledged that the container handling and inspection area is not in a fully safe condition, and that there is no warranty of safe access or the continued safety of the Surveyor whilst in the container handling and inspection area.
16. The Surveyor undertakes to hold harmless and indemnify the Owners and/or its trading partners and/or Salvors (and any subsidiary or holding company of any of them, their co- or sub-contractors, servants or agents) in respect of any and all claims against them arising from any injury, death, loss or damage suffered by the undersigned or any loss or damage to the property of the undersigned arising as a result, direct or indirect, of the Survey, except to the

extent that such injury, death, loss or damage has been caused by or contributed to by the causative negligence, recklessness or wilful default of the Owners.

17. If any claim is made by a third party against either the Surveyor or the Owners (and/or their subsidiaries, servants, agents and sub-contractors), then the party who, by error or omission, caused that claim, will be responsible for defending and settling that claim.

18. If any part hereof is held to be invalid, illegal or unenforceable, every other part shall remain in full force and effect.

19. The Surveyor will carry government issued photo ID and present it on demand to the Owner's representative.

20. This agreement and indemnity is subject to and governed by English law. Any dispute arising out of, or in connection with, this Indemnity shall be subject to the exclusive jurisdiction of the High Court in London.

**Parts A and B
hereby signed by
the Surveyor:**

**Printed name of the
Surveyor:**

**Company of the
Surveyor:**

Date: