

PORT EVERGLADES TARIFF NO. 12

Item No. 400–Disclaimers of all implied warranties and exclusions of liability.

Issue No. 1

Effective Date: October 1, 2006

DISCLAIMERS OF ALL IMPLIED WARRANTIES

Broward County ("County"), which controls the operations and facilities of Port Everglades, hereby disclaims, to the full extent permitted by applicable law, all implied warranties arising from, related to or in connection with:

1. Any use, pursuant to this Tariff, of Port Everglades facilities or property; and
2. Any and all work performed or services provided by the County in connection with such use.

The implied warranties hereby disclaimed include, but are not limited to, the implied warranty of workerlike performance recognized in *Ryan Stevedoring Co. v. Pan-Atlantic Steamship Corp.*, 350 U.S. 124 (1996) and *Vierling v. Celebrity Cruises, Inc.*, 339 f.3d 1309 (11th cir.2003).

Use of Port Everglades property or facilities pursuant to this Tariff shall constitute acknowledgment and acceptance of this disclaimer.

This disclaimer is a material inducement to Broward County allowing use of the Port Everglades facilities or property pursuant to the terms of this Tariff.

Note: The term "workerlike" is used in this Tariff item as a gender neutral term and shall have the same meaning as that ascribed to the legal term "workmanlike" as used by the court in the aforesaid Ryan Stevedoring Co. case.

Item No. 400–Disclaimers of all implied warranties and exclusions of liability. (cont.)

EXCLUSION OF LIABILITY FOR LOSS AND/OR DAMAGE TO VEHICLES AT PORT EVERGLADES' FACILITIES

Broward County shall not be responsible for any loss and/or damage to a vehicle, its accessories or contents, located at Port Everglades' facilities, resulting from theft, vandalism, fire or other cause, except in instances where loss and/or damage results from negligence of Broward County.

EXCLUSION OF LIABILITY FOR LOSS AND/OR DAMAGE TO CARGO, VESSEL, AND OTHER PROPERTY

Broward County shall not be responsible for any loss and/or damage sustained to cargo, vessel(s) and other property owned or used by Port Everglades tenants or Port users as a result of Broward County billing a vessel and/or its agent, tenant or Port user applicable Tariff charges.

Further, Broward County assumes no responsibility for any loss, damage or repair to goods, furniture, fixtures, equipment or other merchandise or property stored and/or handled in or through any Port Everglades' facilities which are owned, controlled and/or operated by Broward County, except in instances where loss and/or damage results from negligence of Broward County.

Broward County shall not be responsible or liable for any loss or damage to any vessel, cargo or other property stored, handled, used, kept or placed upon any wharf or other structure or property owned or controlled by Broward County occasioned by or on account of pilferage, rodents, insects, natural shrinkage, wastage, decay, seepage, leakage, heating, evaporation, fire, earthquakes, rain, floods, or the elements, war, riots, strikes, or other acts or actions beyond the control of Broward County or from discharge from sprinkler systems or collapse of a wharf or other structure unless the loss or damage is occasioned by the negligence of Broward County.

Broward County shall not be held liable for demurrage claimed by vessels.

EXCLUSION OF LIABILITY FOR INJURY TO PERSONS

Broward County does not provide services for handling cargo or processing cruise vessel passengers and shall not be responsible for any injury to persons arising from services provided by Broward County franchised and/or permitted entities, tenants, Port users or other independent third-party service providers at Port Everglades except in instances where injury results from negligence of Broward County.