PORT EVERGLADES TARIFF NO. 12

Item No. 400−Disclaimers of All Implied Warranties and Exclusions of Liability.

Issue No. 4

Effective Date: October 1, 2026

DISCLAIMERS OF ALL IMPLIED WARRANTIES

Broward 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 Broward County in connection with such use.

The implied warranties hereby disclaimed include, but are not limited to, the implied warranties of workmanlike performance, merchantability, or fitness for a particular purpose.

Use of Port Everglades property or facilities pursuant to this Tariff constitutes 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.

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

Broward County is not 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 (in such instances, subject to the limits set forth in Section 768.28. Florida Statutes).

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

Broward County is not responsible for any loss and/or damage sustained to cargo, vessels, or other property owned or used by Port Users as a result of Broward County billing a vessel 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 that are owned, controlled, and/or operated by Broward County, except in instances where loss and/or damage results from negligence of Broward County (in such instances, subject to the limits set forth in Section 768.28. Florida Statutes).

Broward County is not 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 (in such instances, subject to the limits set forth in Section 768.28. Florida Statutes).

Broward County is not 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 is not responsible for any injury to persons arising from services provided by Broward County Port Users or other independent third-party service providers at Port Everglades except in instances where the injury results from negligence of Broward County (in such instances, subject to the limits set forth in Section 768.28. Florida Statutes).

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GENERAL LIMITATION DISCLAIMER, LIMITATION OF LIABILITY, AND SOVEREIGN IMMUNITY

In addition to the foregoing disclaimers and limitations of liability, Broward County makes no representations or warranties of any kind, express or implied, as to the operations of the facilities, the information, content, materials, or services included on or otherwise made available to Port Users. Furthermore, Broward County shall not be liable for damages of any kind arising from the use of the facilities or services, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. This limitation of liability applies to all damages and injuries, including those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action except as required by Applicable Law. Nothing herein is intended to serve as a waiver of sovereign immunity by Broward County nor shall anything included herein be construed as consent by Broward County to be sued by third parties in any matter arising out of this Tariff.