

**TERMS AND CONDITIONS OF COOPERATION WITH COUNTERPARTIES
ORDERING PORT OF GDANSK CARGO LOGISTICS S.A. SERVICES**

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§1

GENERAL PROVISIONS

1. The provisions of these Terms and Conditions are binding for all Counterparties of Port of Gdansk Cargo Logistics S.A., hereinafter referred to as PGE.
2. These Terms and Conditions shall be effective on 2019 .
3. The provisions of these Terms and Conditions pertaining to Counterparties shall be applied to persons acting on their behalf and account.
4. An integral part hereof is PGE S.A. TARIFF.
5. The present document was confirmed by the Board of PGE – resolution no 2/IX/2015 from the 19th of November 2015, the source of document is kept in the seat of PGE.

§2

ORDERING SERVICES

1. PGE provides services on the basis of orders containing signature and stamp, placed in writing or in an electronic, or any other form approved by PGE. The Ordering Party shall be obliged to pay PGE the amounts due for provided services, in due time, and such an obligation shall arise the moment PGE accepts the order.
2. The Ordering Party is simultaneously a PGE services payer, unless otherwise agreed by the Parties.
3. All services pertaining to cargo and/ or maritime/ land/ inland means of transport carrying this cargo on the PGE service area, are provided solely by PGE, unless PGE stipulates otherwise.
4. Throughput work shall be performed at the beginning of shifts (as stipulated in §9, clause 5) or during shifts, provided that the Ordering Party places an appropriate order no later than four hours before the shift commences and negotiates the cost of working groups' waiting time. If no provisions have been made, PGE has the right to charge the Ordering Party with the cost of the working groups' waiting time (as stipulated in §11, clause 5).
5. Acceptance of the order without reservations shall be tantamount to concluding a service agreement pertaining to services specified in the order. Should any reservations occur, the Parties shall immediately agree the ultimate and binding order.

6. Orders shall be accepted, if not stipulated otherwise by the Parties, by stamping, signing, and writing the date and time by a person accepting the Order on the order copy intended for the Ordering Party.
7. If, during order fulfilment, any obstacles or difficulties arise that neither or one of the Parties is aware of when the Agreement is signed, both Parties shall be obliged to establish further course of action.
8. Order amendments or complements shall be notified by the Ordering Party in writing, in the mode specified for orders and shall include the date and number of the main order.
9. PGE is obliged to perform services ordered within stipulated deadlines. If an order for loading of ready-for-shipment cargo is not fulfilled due to the shortage of technical capacities or workforce, PGE shall not charge any storage fees for the period from the agreed service commencement time to the actual service commencement.
10. Order for service of a ship (notification of arrival/ departure) shall include:
 - vessel's name, its flag and call sign,
 - vessel type and its parameters (length overall, maximum breadth, maximum draught in fresh water), ships draught during on arrival and departure,
 - vessel's gross tonnage (GT),
 - name of the port the ship has come from and/ or name of the port of destination,
 - quantity and type of cargo to be unloaded/ loaded by PGE,
 - name and address of the vessel operator or charterer and the agent – with the indication of the payer for the services ordered.
11. PGE accepts vessels for service under "no despatch/ no demurrage" rules, unless stipulated otherwise by the Parties.
12. The final decision of vessel acceptance at a specified time and place, shall belong to PGE Chief Coordinator.
13. If inconsistencies in the vessel's technical parameters in relation to the actual state are discovered, PGE shall have the right to reject a service order.
14. The ship's agent shall have written powers of attorney in order to act on behalf of the ship operator or charterer and shall secure all PGE dues connected with the ship's service, before the ship's departure.
15. The Ordering Party is obliged to include in the order all information on the cargo (name, weight, volume, number of pieces, type and characteristics of packaging, specification of heavy and bulky lifts together with their dimensions, IMO class if applicable, and in the case of IMO class - a cargo data sheet and specify cargo's country of origin, country of destination, vessel's name, port of destination – pertains to orders A, C and B notes – specified in **Appendix no. 2 hereto**).

16. During unloading activities, the Ordering Party should supplement the unloading order with a ship's manifest in Polish in triplicate. During loading aboard, the Ordering Party shall supplement the loading order with a cargo list made in triplicate, in Polish. The ship's manifest (with unloading) and the cargo list (with loading) constitute integral parts of the order. Cargo lists shall comprise warehouse receipt numbers and specify cargo storage places.
17. If cargo is declared without specifying its features, PGE shall store it not considering its features. If, on cargo collection, the Ordering Party requires cargo to be discharged according to features, he should order cargo segregation in the dock's warehouse in advance. Segregating, weighing and other handling activities during throughput are subject to PGE's technical capacities, and with side to side throughput, also to the consent of the vessel operator/ charterer.
18. Work order or order cancellation shall be placed no later than 4 hours before the start of the shift during which specified work is to be performed, however, no earlier than 7 days prior to service performance. If the order pertains to work during shift 1, the order should be placed by 1 p.m. one day prior to the day of the aforesaid shift 1. The above does not pertain to heavy lifts reloaded using a floating crane, and whose throughput date should always be agreed with PGE.
19. Placing or cancelling an order for services to be performed on Saturdays, Sundays or official holidays should be notified by Friday 1 p.m. or by 11 a.m. one day before an official holiday (unless it is preceded by non-working days) – for other shifts.
The aforesaid does not pertain to orders for handling incoming wagons and vehicles, which shall be placed in PGE no later than by 1 p.m. on Fridays or one day before holidays. Failure to place an order, which is the basis for ordering working groups, releases PGE from responsibility for the lay-time of means of transport.
20. The Ordering Party shall incur the cost of working groups' waiting time and the cost of throughput facilities' and equipment's operation if the order is not cancelled by deadlines stipulated hereinabove or else cancelled after the specified terms expire; and if forwarding activities, customs-related, brokerage activities fail to be completed within deadlines; or if the vessel entry is delayed. The base for these charges is a list of disruptions drawn up by PGE.
21. An order for other services to be performed by PGE shall include a detailed description and the scope of services ordered.
22. An order for Saturday, Sunday and holiday services shall be binding upon written acceptance by PGE.
23. If load resting requires the use of dunnage materials after fumigation, the Ordering Party is obliged to notify PGE of this fact prior to the commencement of ship servicing, at least 3 weeks in advance.
24. An order fulfilled by PGE should be signed by the Ordering Party no later than 2 (two) working days for bulk cargo and 3 (three) working days for general cargo as of order fulfilment. Unless the aforesaid

obligation is fulfilled and reservations are made (by a specified date), PGE shall be entitled to issue an invoice for the services performed, without payer's acknowledgement (signature).

25. Orders concerning handlings into inland means of transport in import (without any special conditions in contracts) will be "close" after release of a last bill's of lading lots, or on the last day of month. For the next services the Ordering Party is obliged to place a next order.
26. B notes concerning handlings in export will be "close" after receiving of a last bill's of lading lots.
27. Orders concerning handlings in inland turnover will be "close" after receiving of lading lots, or on the last day of month. For the next services the Ordering Party is obliged to place a next order.

§3

PARTIES' LIABILITIES AND OBLIGATIONS

1. PGE's liabilities are stipulated in the provisions hereof, and to any matters not settled herein – generally binding regulations shall apply.
2. PGE shall be held liable for culpable and proven demurrage solely if it has accepted such a liability on the basis of the agreed terms.
3. PGE is obliged to load/ unload cargo according to the delivered stowage plan approved by PGE and in agreement with the commanding officers of the ship, responsible for loading/ unloading. If the cargo in a hold/ on a land means of transport is mixed, PGE has the right to withhold cargo handling and is obliged to prepare an appropriate report on the state of cargo (mixed) in the vessel's holds/ on a land means of transport. The report shall be signed by the Ordering Party and the ship's operator/ carrier or his representative, PGE and other interested institutions involved in commodity turnover in the port. PGE shall attend to further cargo handling upon the receipt of order for segregation or upon the receipt of order for mixed cargo handling. The cost of segregating and other contingent costs e.g. that of storage shall be incurred by the Ordering Party.
4. PGE shall be held liable for culpable and proven cargo losses and damages which occur during cargo handling. However, it is the Ordering Party that shall satisfy the burden of proof.
5. PGE shall not be held liable – especially if cargo loss or damage occur due to the following:
 - a/ decrement, draftage, breakage, corrosion, decay, penetration through the packaging or leakage caused by cargo characteristics,
 - b/ lack or shortage of standard commercial packaging,
 - c/ weather or other external factors if the cargo is stored customarily, or as per agreement – stacked in the open air or in semi-protected spaces (umbrella roofs), or if cargo is handled and repacked by a cargo disposer,
 - d/ change of physical and chemical properties preventing normal, proper handling on the port's premises.

6. Any damage shall immediately be notified by means of a report, no later than by the end of the shift during which the service was performed. The report should be signed by an Ordering Party's representative.
7. Total liability of PGE for damage to goods is limited to the amount of € 10,000, unless Parties stipulate otherwise.
8. PGE shall not be held liable for:
 - a/ damage or loss caused by Force Majeure, or one which occurred because of counterparties and/ or port staff's strike,
 - b/ losses resulting from the delay in the arrival of maritime, land or river means of transport, cooperating in the process of cargo transportation,
 - c/ any results caused by decisions or activities of the state administration,
 - d/ contingent losses sustained due to the provision of aid, which PGE was obliged to in the interest of the port, within the necessary scope,
 - e/ the condition of cargo stacked in the open air, if the Ordering Party did not reserve a different stacking method (§3, clause 5c),
 - f/ differences in the weight of cargo stacked in bulk, and accepted on the basis of declared weight, if weighing has not been ordered,
 - g/ contingent results of the Ordering Party providing information inconsistent with the factual state,
 - h/ disruptions connected with the influence of the weather conditions preventing or hampering proper service performance in compliance with the agreement,
 - i/ losses sustained due to power, water or heat supply failure unless the Ordering Party proves that the aforesaid failures occurred as a result of failure to maintain due diligence,
 - j/ timely throughput of heavy lifts with the use of floating cranes, if:
 - adverse weather conditions occur,
 - the throughput date has not been agreed with PGE beforehand, pursuant to §2, clause 18 and 19,
 - k/ PGE shall not, by any means, be held liable for losses consisting in lost profits, that could be generated by the Ordering Party or any other third party if the damage was not sustained, and for losses resulting from declaring by the Ordering Party incorrect weight, type or physical properties of cargo and other data required for proper service provision and failure to correct the aforementioned information 2 hours before service commencement,
 - l/ during loose and scrap cargo handling, for damage to objects and machines located underneath the cargo in a ship's holds e.g. stand-by propellers, dunnage materials, protruding handles, tank and hatchway covers, shaft tunnel, unevenness of a hold's floor, ladders, etc.
 - l/ work stoppages and wagon demurrage, not being the fault of PGE,

m/ in the case of PGE receiving an order for holiday work, PGE shall not be held liable for insufficient flow of information pertaining to the content of the order, occurring between a ship operator and forwarder, which is later provided to PGE,

9. The Ordering Party shall be responsible for the accuracy of data contained in the order, and especially for any losses resulting from improper or insufficient data provided in documents or otherwise, or for the losses caused by his workers or persons authorised by him.
10. The Ordering Party shall incur financial costs resulting from the ship not being ready and/ or its malfunction e.g. for workers' waiting time, transportation etc.
11. The Ordering Party shall be responsible for applying to the valid road regulation, especially for permissible load capacity of the inland means of transport and containers. The Ordering Party shall specify the permissible gross weight. In case of failure to above mentioned duty, or if weighing in PGE is not ordered, financial costs resulting from overload shall be incurred by The Ordering Party.

§4

SERVICE OF A SHIP

1. Maritime carriers are obliged to provide PGE Chief Coordinator with information on vessel's arrival date in advance and obtain his written consent pertaining to approach date, technical specifications and service specifications.
2. In order to enable efficient ship unloading, a maritime carrier is obliged to notify PGE and the forwarder well in advance of all heavy and/ or bulky lifts present on the ship, which cannot be unloaded using the ship's own facilities, as well as of dangerous cargo whose throughput should be carried out in compliance with Polish regulations on dangerous cargo throughput, binding in ports.
3. At PGE's request, a maritime carrier is obliged to provide information on whether the ship has its own throughput facilities and cargo gear ready for use in individual holds. Moreover, a maritime carrier should advise PGE of any cargo present on the deck and in upper parts of individual holds, which are supposed to be handled first.
4. If a vessel carries dangerous goods, upon its entry to the port, the carrier should submit advance notification to PGE of: the vessel's name, quantity and specifications of dangerous goods and specify cargo's IMO class, in order to obtain permissions of appropriate authorities.
5. A vessel may only submit a Notice of Readiness (NOR) when it is ready for throughput - after inward clearance completion and upon receipt of appropriate authorities' permits for throughput work commencement, unless the agreement provides otherwise. PGE receives NOR from 8.00 am to 4.00 pm.
6. If the ship is not ready for un/ loading at the time agreed beforehand, or if throughput work has been completed and berth is needed – provisions of §11, clause 3 shall apply.

7. A decision on loading cessation due to foul weather may be made by PGE and/ or the vessel's captainship in agreement with the shipper/ consignee and/ or PGE.
8. A maritime carrier is obliged to make the ships throughput facilities and necessary cargo gear available to PGE, unless the agreement provides otherwise. The maritime carrier is responsible for the operational readiness and fitness of the aforesaid equipment.
9. A maritime carrier or its agent shall advise PGE of any situation when the use of the ship's throughput facilities is impossible or if there are any deficiencies in cargo gear, which would hamper/ prevent the throughput. In the aforesaid situation, PGE shall propose possible alternative solutions.
10. Carrier's claims pertaining to vessel damage during throughput shall be reported to PGE immediately after they are noticed, but no later than by the end of the working shift during which the damage occurred. Damage cause and scope shall be specified in a bilateral damage certificate. PGE is obliged to repair any damage caused (exclusive of §3, clause 8-L) immediately after it has been notified, and if the aforesaid is not possible due to on-going throughput work – immediately after its completion, no later than by the ship's departure, unless otherwise agreed by the Parties.
11. PGE shall advise the ship's captain, Main Port Dispatcher, the agent and Harbourmaster's Office of any damages caused to berth or port machinery by the ship - immediately or prior to ship's departure at the latest. Further investigation is carried out by a ZMPG or PGE damage inspector, depending on the ownership of the damaged property.

§5

CARGO HANDLING

1. Loading and unloading means moving the cargo from the inside/ the deck of a ship to the ship's board (exclusive of the cost of rest or support), or vice versa.
2. Throughput work in direct relation means moving cargo from the inside of a land or inland means of transport to the ship's board, or vice versa.
3. Indirect throughput work means moving cargo from the inside of a land or inland means of transport to the yard/ to the port warehouse, and subsequently from the yard/ port warehouse to the ship's board, or vice versa.
4. Handling activities in ports customarily mean additional work conducted during or apart from throughput.
5. It is possible to perform services paid by the hour using mechanical equipment or quay facilities owned by PGE upon PGE approval.
6. **Unitised bulk cargo** is understood as cargo in cargo units (e.g. on pallets, in packets, on slings, in big bags, boxes weighing over 500 kg a piece, grates weighing over 500 kg a piece) whose throughput and loading/ unloading is possible in a mechanical manner (with forklifts up to 4 tons capacity) without additional handling activities or materials and not hampering the pace of throughput work. The

aforementioned does not pertain to off-gauge cargo, project cargo, constructions and catalogue metallurgic products.

7. **Non-unitised cargo** is understood as all cargo in bulk (without packaging) such as: bags, cardboard boxes, boxes weighing below 500 kg a piece, packages weighing below 500 kg a piece.
8. Bringing land or inland means of transport transporting hazardous goods into the port, the forwarder transporting hazardous goods should notify to PGE the means of transport number, quantity and properties of hazardous goods providing IMO class in advance, in order to allow PGE the time for obtaining permissions of appropriate authorities.
9. The duration of disruptions caused by weather conditions shall be extended by the time required to cover and uncover holds.
10. Cargo discharger or receiver or a controlling company acting on their behalf shall constantly control the quantity of cargo reloaded on a given shift and mutually countersign their calculation results in the documents issued – tally sheets. The Parties shall mutually cooperate in this respect; however, it is the cargo discharger and/ or the controlling company acting on his behalf that should show initiative in obtaining countersignature. Countersigning shall be performed regularly, at the latest during each work break and after the end of the shift or completion of particular work. Controlling companies should provide the Ordering Parties with tally sheets immediately after the calculations have been completed.
11. If crew members are responsible for calculation on a vessel, the same rules of tally sheet countersigning apply to them as to the employees of a controlling company.
12. Calculation activities with regard to goods under customs supervision shall be assisted by Customs Office representatives, unless Customs Office decides not to participate in these activities.
13. Should any dispute arise between the Parties with regard to the condition of goods or the packaging, each Party is entitled to call in a cargo surveyor.
14. If any goods with externally visible damages or with damaged packaging are spotted seen aboard a ship before or during throughput, PGE shall be obliged to draw up a damage certificate before the damaged pieces are unloaded. The certificate shall be agreed by PGE, vessel representatives, Customs Office and cargo consignee provided that PGE acts on his behalf. The forwarder shall be advised of the goods' damage.
15. If the goods have been damaged during direct throughput, the damage certificate shall be drafted together with PGE, the captain and Customs Office, provided the damage occurred before the sling was released from the hook.
16. The forwarder makes the decision whether to continue direct throughput of the damaged cargo or place it in a stacking yard/ warehouse.

17. If there are any divergences between the data included in the manifest (or bill of lading) and the factual state, in direct relation – the forwarder shall draw up a record immediately (at the ship) together with the ship's captaincy and Customs Office representatives. In indirect relation the certificate mentioned hereinabove shall be drawn up by PGE.
18. Handing the damage certificate to the carrier is tantamount to notifying him of damage to goods. Such a notification in respect of externally visible damage or loss in cargo shall be submitted immediately, and notification in respect of damages not visible externally shall be submitted within three days of cargo collection. The delivery of a copy of damage certificate or record of divergences to the interested Party is tantamount to lodging a preliminary warranty claim.
19. On the basis of documents presented, the maritime carrier, Customs Office and PGE shall immediately (before the ship moves to another work place or before the ship's departure) sign a report concerning cargo which:
 - a) has been unloaded in larger/ smaller amount than that declared in the manifest,
 - b) was not unloaded although it was listed in the manifest or was unloaded outside the manifest.Should any cargo not included in the manifest be discharged by the ship to the warehouse, PGE shall issue a warehouse receipt and a report pertaining to the aforesaid situation. These documents shall be signed by vessel, PGE, and Customs Office representatives.
20. A report shall also be drawn up if any of the following: pieces with unknown content, labelling and number inconsistencies of particular pieces, as well as cargo weight inconsistencies, are noticed. The Party ordering stacking shall be obliged to identify the cargo prior to its transfer onto a stacking yard.
21. The reports shall be devised by PGE; however, that does not pertain to shipments in direct relation, since it is the forwarder that shall draw up reports for them.
22. The forwarder shall hand the carrier the original bill of lading in exchange for the customs bill of lading and additionally a warehouse receipt with indirect throughput.
23. While loading goods onto wagons/ vehicles, the forwarder shall submit an Order to PGE together with a specification of goods' quantities to be loaded onto wagons/ vehicles. The specification must include numbers or characteristics of wagons/ vehicles, as well as number of units and/ or goods' weight,
24. While loading goods onto wagons/ vehicles, the forwarder shall provide the controlling company, if it works at the forwarder's request, with the same data so that it could control whether PGE loads wagons/ vehicles in an adequate manner. In such cases, the controlling company checking the quantity or weight of cargo loaded onto individual wagons/ vehicles, shall inform the working group about a given wagon/ vehicle loading completion.
25. PGE shall agree with the maritime carrier (cargo officer) and forwarder as to the loading schedule based on the cargo list and received order for loading particular bill's of lading lots.
26. The forwarder is obliged to prepare each lot before loading commencement and organise the procedure of bringing vehicles close to the ship in such an order as specified by cargo officer. If any alterations to the

set loading schedule occur, PGE is obliged to notify the above to the cargo officer and to obtain appropriate instructions from him.

27. Preparation of a cargo lot is understood as:

- a) grouping the cargo covered according to individual bills of lading,
- b) performing necessary handling activities (relabeling, repair of damaged packaging etc.)
- c) standardising,
- d) preparing export documents,
- e) dealing with clearance, pratique etc.,
- f) completing any other formalities to enable immediate cargo loading.

28. If mixed cargo arrives, PGE shall segregate the cargo at the forwarder's order. The order should be placed at such time so as to allow for segregation completion before ship loading commences.

29. A forwarder or the controlling company acting on his behalf (in direct relation) or PGE (in indirect relation) are obliged to notify the cargo officer or the controlling company acting at the request of the maritime carrier, of loading completion of each bill's of lading lot in order to separate particular cargo lots on the ship.
30. If a bill's of lading lot is loaded in parts (which may only take place upon the maritime carrier's consent) the forwarder (in direct relation) and PGE (in indirect relation) is obliged to notify the cargo officer of the quantities loaded in a given lot.
31. If goods of particular value are to be loaded (and if they have been reported as such while booking, and specified in cargo quantity document), the forwarder is obliged to notify them to the cargo officer. Such cargo must be loaded in the presence of the cargo officer and the forwarder or a controlling company acting on his behalf. The forwarder is obliged to emphasise in the order for PGE that the order concerns goods of particular value.
32. Cargo officer may not accept any cargo lot for which he has not received a mate's receipt and which has not been included on the cargo list. Cargo officer is obliged to indicate - in writing on the mate's receipt copy intended for PGE - a place in the hold, where cargo is to be located, and submit these copies to PGE. Immediately after loading a particular lot aboard, the cargo officer confirms the loading completion on the mate's receipt and provides the master copy to the shipper and a copy to PGE.
33. Any goods not included in cargo lists may be loaded and received upon prior consent of the maritime carrier, which is obliged to advise PGE of additional cargo booking.
34. The forwarder shall attach the mate's receipt copy for PGE to the lifting note and cargo loading order.
35. Upon establishing the course and time of loading by PGE and the cargo officer, PGE shall discharge particular bill's of lading lots. Commencement and completion of discharge of each bill's of lading lot shall be notified to the cargo officer or a controller working at the request of the maritime carrier.

36. If loading of one bill's of lading lot from a stacking yard lasts longer than the duration of one shift, the maritime carrier shall acknowledge (for PGE) the quantity of cargo received during a particular shift by countersigning its tally sheets.

In direct throughput, if loading of one bill's of lading lot lasts longer than the duration of one shift, the maritime carrier shall acknowledge (for the forwarder) the quantity of cargo received during a particular shift by countersigning its tally sheets.

The above shall also apply in the event of any throughput disruptions which occurred during the shift.

37. The forwarder shall sign the mate's receipt immediately after his work shift ends. He shall also copy any comments from the mate's receipt onto the collection note.

38. The consignee of dunnage and securing materials shall acknowledge their receipt by signing a note provided by PGE together with the materials.

39. PGE is obliged to submit documents concerning: confirmation of completion of additional works ordered, or work disruptions, which have not been covered by the agreement or offer, immediately after they occur but no later than during a given work shift.

40. PGE shall conduct the ordered throughput (in direct relation) of ready dunnage or separation materials. Storage of these materials in the port is possible if agreed between PGE, and the carrier or the affreighter.

§6

CARGO STORAGE

1. PGE shall accept cargo for storage in a warehouse/ on a stacking yard pursuant to regulations on port and cargo safety.

2. PGE shall acknowledge cargo's actual condition (for the Party ordering storage) on a B note immediately after placing the lot in a warehouse/ on a stacking yard.

3. If the cargo was counted by the Party ordering storage, the Parties shall countersign their tally sheets.

4. PGE acknowledges the receipt (in a warehouse/ on a stacking yard) of all cargoes in bulk according to their weight declared by the Party ordering storage or provided in shipping documents.

5. If the cargo collected on the basis of a given B note, returns to the warehouse, it shall be stored on the basis of a new B note with reference to the previously issued B note.

6. PGE does not insure cargoes stacked on the port's premises.

7. PGE is obliged to discharge cargo from warehouse as per order received.

8. Only a B note holder may collect cargo from a stacking yard.

9. A forwarder (or consignee) is obliged to submit customs bill of lading to PGE for inspection to prove the right to dispose of the cargo during storage. If a bill's of lading lot is collected in its entirety or in parts - the forwarder shall submit outward clearance certificate when collecting each part.

§7

MOTOR VEHICLE TRANSPORTATION

1. Notice of vehicle arrival should be submitted by the Ordering Party at such time so as to allow PGE to plan work.
2. The notice should include all data necessary for PGE to prepare documents pertaining to cargo receipt in the warehouse/ on stacking yard or to loading the cargo aboard a ship.
3. If working groups must wait, PGE has to draw up an appropriate report stating the reason and stoppage time and present it to the Ordering Party to obtain signature.

§8

RAILWAY TRANSPORTATION

1. Cooperation terms shall be based on the Railway Transportation Act, railway siding rules of operation, and agreements between a carrier, PGE and forwarders.
2. PGE shall secure loaded wagons as per order.
3. Wagon surrender activities shall be assisted by a railway carrier representative and PGE, and in the case of cargo under customs supervision – also by a Customs Office representative.
4. If any of the following: damage to wagons, leakage, other externally visible cargo damage or loss, absence of seals or their damage, are discovered during wagon surrender, PGE shall include appropriate comments on the surrender list. Such a wagon may only be unlocked and unloaded in the presence of the railway carrier who then draws up a report on the shipment condition.
5. Customs seals shall be removed in the presence of a Customs Office representative. If any damage, leakage, cargo shortage etc. are noticed upon wagon opening or during unloading, PGE shall immediately cease unloading and notify that to the forwarder, who in turn, shall call in the railway carrier to draw up a report on part of the shipment missing or on shipment damage. The cargo shall remain in the wagon in such condition as it was at the moment the damage was noticed, until a railway carrier representative arrives and draws up a report on part of the shipment missing or on shipment damage. PGE and the controlling company acting at the forwarder's request shall advise each other of any noticed cargo damage.
6. The timetable of wagon arrivals should be adjusted and confirmed by PGE in writing. Notice of wagon arrival should be submitted by the Ordering Party at the time according to the confirmed timetable.
7. From the moment wagons are received (on the basis of a surrender list) by the time they are surrendered to the railway carrier (on the basis of notice of wagons' readiness), they shall remain under PGE's care.
8. PGE as the user of railway side tracks: WOC/Nabrzeże Oliwskie, Nabrzeże Wiślane/ Szczecińskie and Basen Górniczy, does not charge for usage of those side tracks by rail carriers, in order to transfer wagons (to/ from PGE) in the area of transfer rails, located in the PGE railway side tracks.

9. Any exceptions from the provisions specified hereinabove must be agreed and confirmed in such a form so as to enable contingent dispute resolution.

THE TARIFF

Port Gdański Eksploatacja S.A.

§9

THE TARIFF – GENERAL PROVISIONS AND INFORMATION

1. The Tariff of Port Gdański Eksploatacja S.A regulates the terms and dues for services provided by PGE.
2. This Tariff shall be binding on 2019.
3. PGE shall charge dues for throughput services, stacking, dunnage work, handling activities, office space rental, vessel lay-time, vessel supervision, auxiliary ship service, mooring, supply of dunnage materials and other ordered services accepted by PGE.
4. The dues contained herein shall apply if Parties have not stipulated different payment conditions for services provided by PGE by concluding separate agreements.
5. PGE's three shift work system is broken down into the following working hours:
 - Shift 1: work from 11 p.m. to 7 a.m.,
 - Shift 2: work from 7 a.m. to 3 p.m.,
 - Shift 3: work from 3 p.m. to 11 p.m.All Saturdays, Sundays and public holidays are considered days of rest in PGE.
6. Public holidays are understood as:
 - *The New Year – January 1st,*
 - *The first day of Easter (Easter Sunday),*
 - *The second day of Easter (Easter Monday),*
 - *Bank Holiday – May 1st,*
 - *May the Third State Holiday – May 3rd,*
 - *Corpus Christi day,*
 - *All Saints' Day – November 1st,*
 - *National Independence Day – November 11th,*
 - *Christmas Eve – December 24th, - from 3 p.m.,*
 - *The first day of Christmas - December 25th,*
 - *The second day of Christmas - December 26th,*
 - *New Year's Eve – December 31st, - from 3 p.m.,*

6. Throughput activities shall commence with the start of work shifts as established and announced by PGE. Commencing work at other times requires mutual agreement.

§10.

THE TARIFF - SETTLEMENT

1. The dues included in the Tariff denominated in EUR currency are translated into PLN or other currencies of payment based on the National Bank of Poland chart – average exchange rate – binding on the day of service completion.
2. VAT shall be added to PGE service prices at the rate binding on the day of service completion.
3. Minimum invoice total is EUR 10.00.
4. Any percentage dues shall be calculated as a percentage of tariff rates or shall be agreed upon in separate agreements.
5. Payment calculation for PGE services is subject to cargo type, lot volume and agreement, and should always be agreed with marketing division of PGE in writing. Contact with marketing division of PGE is in www.pge.pl
6. Any rates negotiated for services offered or performed by PGE shall be rendered in writing – as a quote, or shall constitute a part of an agreement between Parties.
7. Unless Parties decide otherwise, any dues owed to PGE shall be paid immediately upon invoice receipt, no later than 14 days of its issue.
8. PGE reserves the right to request a down payment of 100% from the Ordering Party before accepting the order.
9. To calculate the required dues, cargo weight shall be rounded up to 100 kg. If dues are calculated for cargo weighs expressed in units of measurement other than tonne, each 1/10 of a given unit shall be considered a full unit.
10. The base for calculation of dues for general cargo handling (for unloading and throughput) shall be the gross weight specified in the order, which should be the same as the weight specified in the bill of lading, and in the absence thereof – in the manifest or waybill.
11. The base for defining general cargo weight (for throughput and loading) shall be the gross weight specified in the order.
12. For cargoes in bulk, the basis for defining cargo weight (for loading/unloading and throughput) is the weight specified in the bill of lading or shown by scales (PGE's), specified in legalization lists, and/ or defined in any other way, as agreed by Parties.
13. When handling scrap metal (in import) the weight is considered such as declared in the ship's manifest.

14. Mooring are charged against vessel's gross volume (V) which is a product of the vessels length overall (L), its breadth (B) and draught as per summer mark (D) expressed in metres and centimetres, included in the tonnage certificate or vessel certificate, however in order to calculate these dues, vessel's gross volume (V) shall be rounded up to full 1 sq. m. If any dispute shall arise, the data contained within Lloyd's Register of Shipping shall be binding.
15. PGE reserves the right to charge 100% down payment for vessel's mooring and lay-time.

§ 11

The Tariff – the PGE Service Fees

1. Whenever the necessity to free the berth for another ship arises, the ship which has overstayed its lay-time will be towed to another waiting location – the decision is made by the Head PGE Coordinator in conjunction with the Main Port Dispatcher. The mooring place change associated costs (towing, pilot and mooring) are covered by the Party which has ordered the ship service or the ship's operator; depending which Party is held responsible for the situation.
2. Fees are charged for mooring / unmooring of a vessel (standard rate) depending on the vessel's gross volume; the fees are calculated in accordance with the "Mooring and unmooring dues" provided as the **Attachment 1 to the Terms and Conditions**.
 - 4a. Tourist vessels are entitled to the 20% discount of the standard rate.
 - 4b. Tramp service vessels are entitled to the 10% discount of the standard rate starting from the 11th call-in a calendar year.
 - 4c. Additional discounts are possible to be establish.
 - 4d. In the case wharf-man services have been ordered and the waiting time of the wharf-men exceeds 1 hours by the fault of the vessel, each commenced hour or a part thereof is charged 25% of the respective fee listed in the "Mooring and unmooring dues" provided as the **Attachment 1 to the Terms and Conditions**.
3. All the services provided with the PGE equipment and appliances against the hour-fee are settled in the operational manner (upon PGE approval as upon the § 5 clause 5) .
4. Welding services rate – 30.00 EUR / each commenced hour or a part thereof / 1 person on a working day
5. The man-hour rate for all other services – 18.00 EUR / each commenced hour or a part thereof / 1 person on a working day
The rate as stated above is also applicable to the waiting time of workmen's groups.
6. The waiting time of workmen's groups not caused by PGE, will be paid based on the quantity of commenced hours, according to the rate as in § 11 clause 5. The payment is valid when the waiting time is more than 1 hour, or in case of the considerable differences, between the average handling rate and the rate got in the shift with the waiting of workmen's groups.
7. PGE reserves the right to introduce changes to the rates specified in this Tariff and its offers as the adjustment for high inflation.

§ 12

The Tariff – the PGE fee structure

1. All services which fall beyond the regular scope, provided at the request of the Ordering Party are calculated upon the hour rate.
2. If the rates specified by the PGE do not cover the costs of workmanship and materials used for load rest and support, the fees for actual consumption of dunnage materials are calculated against the price from marketing division of PGE. The workmanship cost is calculated as stated in the § 11 clause 4 and 5.
3. The service fee is charged regardless whether provided with the use of the vessel's cranes or the port handling facilities.
4. Costs associated with unplanned suspension of work as well as the unavailability of the vessel's equipment; e.g. workmen's waiting time, transport, hatchway cover removal, etc. are covered by the Ordering Party.
5. Cargo handling rate in the intermodal transport is composed of the two relations, namely:
 - the relation: land transport / inland waterways means of transport – staking yard / warehouse or vice versa, and
 - the relation: staking yard / warehouse – ship's side or vice versaand each relation is charged 50% of the intermodal rate.
6. Short term storage charges, i.e. when the storage time does not exceed one month are calculated after the cargo has been collected from the staking yard or warehouse. If the storage time exceeds one month, the charges are calculated on the last day of a calendar month which is defined as the settlement period.
7. The storage period is calculated starting from the day the cargo is deposited until it is collected from the staking yard or warehouse. In the case of import, the last day of a particular consignment batch unloading is regarded the deposit day. In the case of export, the day loading starts is regarded as the cargo release. When cargo is loaded or unloaded to and from other means of transport, the amounts released or deposited on a particular day are applicable.
8. The cargo gross weight is the basis for calculation.
9. In the case the cargo is loaded on the vessel and then unloaded from the very same vessel, the prior storage period continues.
10. The cargo located in the storage yard and covered with canvas covers or plastic sheet covers – the cost of actual material consumption and workmanship is calculated effectively.

11. The PGE rates are applicable to the regular commercial cargo types which do not cause additional handling difficulties and to the cargo transported in regular cargo holds. Otherwise, surplus charges are applicable as stated in the § 13 clause 6 and 7. Non-commercial condition of the cargo as well as difficult cargo unloading / loading is specified in the record signed by both parties; in the case of disputes the cargo condition is specified in the expert's report.
12. In the case small tonnage batches are handled, PGE reserves the right to calculate the fees based on man-hour and/or the tonnage.

§13

The Tariff – surplus charges

1. The dues for the PGE services provided on Saturdays, Sundays and holidays are accrued with holiday surplus charges:
 - a) general cargo handling and additional handling activities as ordered (providing that the minimum 300 tons / each commenced working shift is handled)
 - 80% for services provided on Saturday
 - 100 % for services provided on Sunday
 - 150% % for services provided on official holidays
 - b) the cargo manipulation works calculated upon effective man-hour – surplus charges to be settled in the operational manner
 - c) bulk cargo handling (applicable only to the bulk cargo insensitive to the weather conditions)
 - 40% for services provided on Saturday
 - 60 % for services provided on Sunday
 - 150% % for services provided on official holidays

In the case of bulk cargo handling which cannot be performed in adverse weather conditions – separate surplus charges will be settled.

2. The surplus holiday charge for the PGE's services provided on official days off is calculated with regards to the specific relation and the number of tons or hours handled on the particular day.
3. The surplus holiday charge for the PGE's services provided on official days off is calculated with regards to the total amount, so it includes all other surplus charges
4. The Party which has ordered cargo loading or unloading services also bears the costs of the surplus holiday charge for extra services such as transport, manipulation, etc.
5. PGE will charge the surplus lump-sum fee of 2,000.00 PLN for making so called "night working group" operational for the cargo handling order smaller than 100 tons and performed during the 1st shift on a working day.

The condition described above is applicable to cargo handling in land transport relation (the means of transport – warehouse / stacking yard or vice versa)

6. In addition to regular cargo loading and unloading dues, PGE charges the 25% surplus charge for work in hard-to-access areas. The hard-to-access areas are defined as: bow hatches, baggage holds, holds with uneven floor levels in relation to the hatch square, holds with tank lids in the floor, holds smaller than 20m² or hold whose dimensions are smaller than 2.30mx2.70 m (with the exception for wood carrier vessels where the minimum hatch dimension is 2.6x3.05m), bunker tanks, deep tanks, chilled storage areas located laterally and separately closed, stern superstructures, upper decks and the places which have not been designed for a regular cargo transport or the places which make it impossible to operate handling facilities in a regular mode.
7. Handling of commercially irregular cargo as well as difficult loading or/and discharging (§ 12, clause 11) in the view of port throughput technology, is charged by PGE with the 20% surplus charge in addition to the regular dues calculated with regards to the total amount of the cargo in a particular storage area (a railway carriage, a hold, a barge) regardless the level of difficulty. It applies to bulk cargo or a specific consignment batch of general cargo.
8. In the case of exceptional difficulties with cargo handling which result from the cargo specificity, PGE reserves the right to incur extra charge in order to cover labour costs (as specified in §11 clause 4 and 5) and use of PGE handling facilities (settled in the operational manner upon the equipment effective runtime).
9. In the case two pieces of handling equipment are required for a single cargo handling operation (e.g. required by the insurer, because of the cargo length) the service dues increase by 50%.
10. Ship-to-ship cargo transfer (positioned alongside) or hold-to-hold (neighbouring cargo holds) is charged with the loading and unloading due plus extra 15%
11. Cargo transfer in one hull is charged at the cargo loading rate plus 10%.
12. PGE reserves the right to increase the regular rate by 20% for the general cargo handling of stowage factor greater than 5.
13. The regular rate is increased by 100% for dangerous cargo handling (classes 1 through 9)
14. Separate public administration regulations are applicable in respect of dangerous cargo loading, unloading, relocation and storage as well as in-port transport of dangerous goods.
15. Average freight is loaded, unloaded and relocated upon separate, non-contractual agreements

Attachment no 1
Ship mooring and unmooring dues (effective on working days, Saturdays, Sundays and holidays)

No.	Vessel's gross tonnage (V) in m3		Dues in EURO /VAT not included/
	From	To	
1.	0	2 000	33.00
2.	2 001	3 000	49.00
3.	3 001	4 000	57.00
4.	4 001	5 000	65.00
5.	5 001	6 000	80.00
6.	6 001	7 000	88.00
7.	7 001	8 000	96.00
8.	8 001	9 000	112.00
9.	9 001	10 000	122.00
10.	10 001	11 000	130.00
11.	11 001	12 000	137.00
12.	12 001	13 000	145.00
13.	13 001	14 000	163.00
14.	14 001	15 000	179.00
15.	15 001	16 000	195.00
16.	16 001	17 000	200.00
17.	17 001	18 000	231.00
18.	18 001	19 000	247.00
19.	19 001	20 000	261,00
20.	20 001	22 000	278.00
21.	22 001	24 000	293.00
22.	24 001	26 000	307,00
23.	26 001	28 000	323,00
24.	28 001	30 000	338.00
25.	30 001	32 000	356,00
26.	32 001	34 000	373.00
27.	34 001	36 000	389.00
28.	36 001	38 000	405.00
29.	38 001	40 000	437.00
30.	40 001	42 000	470.00

31.	42 001	44 000	503.00
32.	44 001	46 000	535.00
33.	46 001	48 000	567.00
34.	48 001	50 000	599.00
35.	50 001	52 000	648.00
36.	52 001	54 000	680.00
37.	54 001	56 000	713.00
38.	56 001	58 000	745.00
39.	58 001	60 000	778.00
40.	60 001	62 000	810.00
41.	62 001	64 000	842.00
42.	64 001	66 000	902.00
43.	66 001	68 000	940.00
44.	68 001	70 000	972.00
45.	70 001	75 000	1004.00
46.	75 001	80 000	1036.00
47.	80 001	85 000	1069.00
48.	85 001	90 000	1101.00
49.	90 001	95 000	1134.00
50.	95 001	100 000	1166.00
51.	100 001	110 000	1215.00
52.	110 001	120 000	1264.00
53.	120 001	130 000	1312.00
54.	130 001	140 000	1360.00
55.	140 001	150 000	1409.00
56.	150 001	160 000	1458.00
57.	160 001	170 000	1507.00
58.	170 001	180 000	1555.00
59.	180 001	190 000	1620.00
60.	190 001	200 000	1684.00
61.	200 001	250 000	1750.00
62.	250 001	300 000	1814.00
63.	300 001	350 000	1879.00
64.	350 001	Over	To be negotiated

Attachment no 2

Service definitions

A Order – the order placed for throughput in direct relations; the vessel – land / water means of transport and for loading and unloading (stevedorage / trimming) – the vessel interior, vessel side – warehouse / stacking yard as well as for indirect relation if the settlement of charges takes place after the cargo has been deposited in the port (means of transport – warehouse / stacking); and for manipulation and stowing works, services for the benefits of the vessel and work on Saturday – Sunday or on holidays, internal transport of cargo in the port with the use of all kinds of land and water means of transport, cargo handling equipment and facilities lease, waterborne vessel lease

B Receipt – receipt for cargo throughput and storage (cargo throughput in a direct relation, from maritime / land means of transport to the stacking yard / warehouse). This document is simultaneously the confirmation of the storage. The B receipt is delivered with information about the cargo by The Ordering Party, and then it is fulfilled by PGE, based on cargo manifest.

C or A/C Order – order for cargo reception (used also as the commodity release / reception receipt) and the order for throughput in non side-to-side relations and for throughput and loading in indirect side-to-side relations.