



REGULATIONS FOR COOPERATION WITH CONTRACTORS AT
PORT GDAŃSKI EKSPLOATACJA S.A.
EFFECTIVE AS OF 30 JUNE 2026
(ENG)

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I. SCOPE OF THE REGULATIONS

1. The Regulations for Cooperation with Contractors (hereinafter referred to as the Regulations) of Port Gdański Eksploatacja S.A. (hereinafter referred to as PGE or the Company) govern the rules for the performance by PGE, as a Maritime Cargo Handling Operator, of cargo handling services (main service), as well as related additional services.
 - 1.1. The Regulations also regulate the applicable customs handling rules for individual commodity groups – as part of the additional services provided by PGE. In this respect, the Customs Handling Regulations shall apply and have the same force as the provisions of these Regulations. Any reference to the Regulations shall apply accordingly also to the Customs Handling Regulations.
2. For the avoidance of doubt, the service provided by PGE is a comprehensive service, covering the main service, i.e. transshipment, and additional services. It is assumed that any concluded agreements (including offers) constitute an innominate contract within the meaning of the Civil Code. In particular, for the purposes of court disputes, there is no possibility of separating individual service elements into separate legal relationships, including no possibility of treating service elements based on storage as independent elements of the legal relationship between the parties, as PGE does not provide independent storage services within the meaning of the Civil Code in isolation from the main service.
3. Version 3.5/2026 of the Regulations entered into force on 30 June 2026 for an indefinite period. The Regulations were approved by the Management Board of Port Gdański Eksploatacja S.A. by Resolution No. 21/VI/2026 of 30 June 2026; the source document is stored at PGE's registered office.
4. Amendments to the Regulations are made pursuant to a resolution of the Company's Management Board and are effective on the terms and as of the date specified in that resolution.

5. The provisions of the Regulations relating to contractors shall apply accordingly to persons acting on their behalf and for their account.
6. The Regulations are available at www.pge.pl. Each Contractor / Client is obliged to review the Regulations each time before commencing cooperation with PGE, and thereafter to monitor any amendments to the Regulations.
7. To the extent that a contract, offer or commercial information refers to the Regulations, the version currently in force for the event that requires the application of the Regulations shall apply. It is hereby noted that the documents referred to in the Regulations, published on the websites of PGE and ZMPG S.A., may be amended without the need to amend the Regulations – in this respect, the first sentence shall apply accordingly.

II. ACCEPTANCE OF SERVICE ORDERS

GENERAL PROVISIONS

1. Upon request from Contractors in this respect, PGE provides commercial information containing the basic commercial terms and conditions for the planned cooperation.
2. For the purpose of preparing commercial information, PGE may require the prospective contractor to submit a transshipment plan specifying the type and quantity of cargo and the dates of planned operations.
3. Cooperation with contractors is based on concluded commercial agreements, comprehensively regulating the rights and obligations of the Parties. In matters not specifically addressed in the agreement, the provisions of the Regulations and applicable law shall apply.
4. In the absence of an agreement, cooperation with contractors may also take place on the basis of a commercial offer (hereinafter referred to as the Offer) submitted by PGE in response to an inquiry regarding the possibility of establishing cooperation. The Offer specifies the necessary scope of the Parties' rights and obligations, referring in all other respects to the provisions of the Regulations and applicable law.
5. Unless otherwise provided in the contract or the Offer, they are framework in nature, confirming the commercial terms of cooperation and requiring, in each case, agreement with PGE on the terms and dates of order execution.
 - 5.1. If the terms of the order are not agreed upon, neither the contract nor the Offer constitutes a guarantee for the performance of services by PGE. PGE's obligation to perform the service based on a Service Order arises upon PGE's confirmation of acceptance of the Order.

- 5.2. PGE provides services for a fee.
- 5.3. The contract or the offer regulates the scope of cooperation arising therefrom. If the contract or the Offer does not include a rate covering a specific service, PGE may, after informing the Contractor, proceed to provide an additional scope of service at the applicable currently rates, if this is necessary for the efficient handling of the cargo, including the avoidance of congestion.
- 5.4. The Free Storage Period (OWS) is a related component of transshipment services.
6. All services relating to cargo or to the maritime, road or inland-waterway means of transport carrying such cargo within PGE's area of operations shall be provided exclusively by PGE, unless PGE expressly decides otherwise. PGE may provide services through subcontractors.
7. Cargo handling operations shall commence at the beginning of work shifts (Chapter IX), or during an ongoing shift if the Contractor submits the relevant order at least four hours before the start of the work shift and agrees the costs of gang standby time. In the absence of separate arrangements, PGE shall charge the Contractor for the work gang standby time.
8. Unless otherwise agreed by the parties, PGE accepts vessels for handling on a "no despatch / no demurrage" basis. Any deviation from this rule requires PGE's prior written approval in each case.
9. The final decision regarding the acceptance of a vessel for service at a specified time and location rests with PGE's Chief Coordinator.
10. Within the scope of services provided by PGE, only PGE is authorised to submit Offers. Any correspondence constituting an offer addressed to PGE by Contractors shall not be binding upon PGE unless expressly confirmed by PGE. Any doubts in this respect shall be interpreted in favour of PGE.
11. Pursuant to Article 68¹ § 2 of the Polish Civil Code, PGE rejects the possibility for the Contractor to make changes to an Offer submitted by PGE. Any modification of an Offer shall be at the sole discretion of PGE.
12. Where the payer/purchaser of the service is an entity other than the Contractor requesting the offer/contract, such Contractor/Client shall inform PGE of this fact when submitting the request for quotation. The Contractor shall provide a power of attorney to represent the recipient/purchaser of the service. Where the ultimate purchaser of the service is an entity established outside the Republic of Poland or its beneficial owners are located outside the European Union, PGE may request additional verification of such purchaser.
13. During the quotation stage, the Contractor should notify PGE, at least in documentary form, of the value of the cargo. In particular, the Client shall promptly notify PGE, at least in documentary form, of any cargo components whose value exceeds PGE's liability limits specified in the Regulations.

The Contractor shall bear all consequences of failing to provide or providing inaccurate information at this stage.

14. The Contractor represents and warrants that it is legally entitled to dispose of the Goods whose handling is entrusted to PGE and that such Goods may be unloaded, transshipped, loaded, stored, transported, etc., by maritime, road or rail transport.
 - 14.1. In particular, the Client warrants that the Goods do not originate from the territory of the Russian Federation or the Republic of Belarus.
 - 14.2. PGE shall bear no liability whatsoever in the event that any entity asserts any claim in relation to the Goods the handling of which has been entrusted to PGE by the Contractor. In the event of such claims, the Contractor shall indemnify PGE against all losses incurred as a result.
 - 14.3. If, during the performance of the Services, it turns out that, contrary to the Contractor's declaration, the Goods actually originate from the territory of the Russian Federation or the Republic of Belarus, PGE shall be entitled to immediately discontinue the performance of the services covered by the Agreement or Offer and secure the Goods in order to make them available to the relevant authorities at the Contractor's cost and risk. PGE shall retain the right to remuneration for Services already performed and to compensation for any and all losses incurred.
 - 14.4. If any fines, penalties or sanctions are imposed on PGE due to the inaccuracy or falsity of any declaration made by the Contractor, the Contractor shall reimburse PGE for the full amount of such fines, penalties or sanctions and, within 7 (seven) days of the request, compensate PGE for any other losses suffered in connection therewith.
15. For the purpose of verifying, in particular, the circumstances referred to in Sections 14 and 17.2, PGE may require information concerning the owner of the Goods.

ORDERS

16. PGE performs services under the agreement or Offer on the basis of a written or electronic Order regarding the handling of specific cargo or means of transport (hereinafter referred to as the Order).
17. The entity to which the Offer has been issued, or with which the contract has been concluded, shall simultaneously be the recipient of, or payer for, the service.
 - 17.1. If written arrangements with PGE provide that a given entity may act on behalf of and for the benefit of other entities based on an offer or concluded agreement, in particular where the payer for the service is an entity other than the ordering party, the entity ordering the

service shall inform PGE of this fact no later than at the time of placing the Order. In addition, the ordering party shall, without separate request, provide a power of attorney to represent the payer. In the event of failure to comply with this obligation, PGE shall treat the entity placing the Order as the payer, recipient and purchaser of the service.

- 17.2. If the ultimate purchaser of the service is an entity established outside the Republic of Poland, PGE may request additional verification of such purchaser.
18. Unless the parties expressly agree otherwise, the ordering party shall simultaneously be the payer for the services provided by PGE.
19. The Contractor's obligation to timely settle the amounts due for services provided based on the Order arises upon PGE's confirmation of acceptance of the Order.
20. The Order should be sent to zlecenia@pge.pl and agreed with PGE well in advance to allow for proper coordination of the processes carried out by PGE, failing which PGE may refuse to accept the Order.
21. The Order must comply with the provisions of the contract or Offer on the basis of which it is submitted. In the event of any discrepancy between the content of the Order and that of the Offer or contract, the provisions of the contract, or, where applicable, the Offer, shall prevail. Any assessment of inconsistency in this respect shall be made in favour of PGE.
22. An Order shall become effective only upon acceptance and approval by PGE.
23. Acceptance of an Order by PGE is tantamount to PGE's commitment to perform the services specified therein. Should PGE raise any reservations regarding the contents of the Order during its execution, PGE shall notify the Contractor thereof without undue delay.
24. Unless otherwise agreed by the Parties, acceptance of an Order shall be effected by placing a stamp, signature, date and time by the person accepting the Order on the copy of the Order intended for the Contractor, or alternatively by confirmation sent by e-mail. Acceptance may also occur through commencement of the performance of the Order.
25. If, during the performance of the Order, obstacles or difficulties arise of which one or both Parties were unaware at the time of entering into the contract, the Parties shall determine further course of action. Any doubts in this regard shall be resolved by PGE, which shall be entitled to unilaterally modify the scope of the Order regarding the services necessary for the efficient completion of the Order, so as not to disrupt the Port's workflow.
26. Any proposed amendments or supplements to the Order shall be submitted by the Contractor in writing or electronically, in accordance with the procedure applicable to Orders, with reference to the date and number of the original Order.

27. Should PGE fail to perform an Order for the loading of ready-to-ship cargo due to technical or staffing shortages, PGE shall not charge storage fees for the period from the agreed date of commencement of handling until the actual commencement of handling.
28. An Order for vessel handling (arrival/departure notification) shall include:
 - 28.1. the vessel's name, flag and call sign
 - 28.2. the vessel type and its parameters (total length, maximum beam, maximum freshwater draught), as well as the vessel's draught on arrival at and departure from the port
 - 28.3. the vessel's gross tonnage (GT)
 - 28.4. the name of the port from which the vessel arrived and/or the name of the port to which it is bound
 - 28.5. the quantity and type of cargo to be unloaded/loaded by PGE
 - 28.6. the name and address of the shipowner or charterer and of the vessel agent, together with an indication of the payer for the ordered services
 - 28.7. information on the customs status of the goods to be handled, including, in particular, where customs documentation is required, the Contractor shall provide such documentation without a separate request; if the goods are subject to a customs procedure, the Contractor shall indicate the relevant customs procedure without a separate request, even if such procedure does not directly apply to PGE; additionally, the Contractor shall provide the customs clearance number
 - 28.8. the customs value of the goods to be handle.
29. If any discrepancies are identified between the declared technical parameters of the vessel and its actual condition, irregularities are found in the Order submitted for execution, or if the required information and documents are not provided, PGE shall be entitled to refuse to perform the Order. The Contractor shall bear full responsibility for providing any information, data or documents that are inaccurate or inconsistent with the actual state of affairs.
30. The vessel agent shall have a written power of attorney to act on behalf of the shipowner or charterer, be authorised to receive correspondence addressed to the shipowner or vessel owner, secure all amounts due to PGE in connection with the vessel's handling and any damage caused by the vessel to infrastructure and equipment, and, upon PGE's request, provide details of the vessel's owner and shipowner before the vessel departs from the port.
31. Irrespective of the scope specified in Section 28, the Contractor shall provide in the Order all information relating to the cargo, including its name, weight, capacity, number of units, type and characteristics of packaging, specifications of heavy-lift and bulky/oversized items together with their dimensions, the applicable IMO class (if any), and, in the case of IMO-classified cargo, the

cargo safety data sheet in the local language (Polish), as well as the country of origin, country of destination, vessel name and port of destination. This requirement applies to Orders A and C and to Warehouse Receipts B, as described in Appendix 2 hereto.

- 31.1. In the case of transshipment of chemical substances and mixtures, particularly those classified as hazardous, the Contractor shall, prior to transshipment, provide a safety data sheet in the local language of the country where the transshipment operation is carried out, together with all other information required under the Port Regulations.
- 31.2. For cargo requiring a permit for transportation by an oversized vehicle, the Contractor shall provide the relevant permit prior to loading.
32. For cargo discharged from a vessel, the Contractor shall supplement the Discharge Order with a cargo manifest in Polish. For cargo loaded onto a vessel, the Contractor shall supplement the Loading Order with a cargo list in three copies, drawn up in Polish. The discharge manifest and the loading cargo list shall form an integral part of the Order. Cargo lists shall include the numbers of the warehouse receipts and indicate the cargo storage locations.
33. Where cargo has been declared without specifying its distinguishing characteristics, PGE shall store it without regard to such characteristics. If, upon collection of the cargo, the Contractor requests its release according to specific characteristics, the Contractor shall first have the cargo sorted at the port storage facilities. Sorting, weighing, and other handling operations during transshipment shall be carried out only upon PGE's approval.
34. PGE may unilaterally decide to carry out cargo segregation at the Contractor's expense and shall notify the Contractor thereof without undue delay if PGE considers such action necessary for the proper performance of the service, particularly where the condition of the cargo in the hold justifies such action, including cases where cargo has not been properly marked or separated within the hold, thus making discharge according to the specified characteristics impossible (this right is reserved exclusively for the benefit of PGE and shall not give rise to any claim against PGE). The fee for cargo segregation within a hold, railway wagon or vehicle shall be calculated by PGE on the basis of the total quantity of cargo located in the relevant space (wagon, hold or barge), regardless of the degree of segregation required.
35. A work order, or a cancellation thereof, shall be submitted no later than four (4) hours before the start of the shift during which the work is to be performed, but not earlier than seven (7) days before the scheduled date of the service. For work scheduled for the first shift, the Order must be submitted by 11:00 a.m. on the day preceding the first shift. The foregoing shall not apply to heavy-lift cargo handled by a floating crane, for which the transshipment date shall be agreed with PGE on a case-by-case basis.

36. The submission or cancellation of an Order for services to be performed on Saturdays, Sundays or public holidays shall be notified by 11:00 a.m. on Friday or on the day preceding the so-called "special holiday" (provided that such day is not itself preceded by non-working days) with respect to other shifts.
37. The ordering party shall bear the costs of standby time of work crews, cargo-handling equipment and machinery if the Order is not cancelled within the time limits specified above, is cancelled after the expiry of those time limits, or where forwarding, customs or brokerage formalities are not completed on time, or if the vessel's arrival is delayed. The basis for charging such costs shall be a list of interruptions prepared by PGE.
38. An order for services to be performed on Saturdays, Sundays and public holidays shall become effective only upon PGE's prior written approval.
39. If the use of fumigated lashing materials is required for securing the cargo, the Contractor shall notify PGE of this fact at least two (2) weeks before the commencement of vessel handling operations.
40. An Order completed by PGE shall be signed by the Contractor no later than three (3) business days following completion of the Order.
41. If the obligation specified in Section 40 is not fulfilled, or if the Client fails to raise any objections within the specified time limit, PGE shall be entitled to issue an invoice without the Contractor's consent and shall not be obliged to consider late complaints. Any complaints submitted after the expiry of the prescribed deadline shall be rejected. Any complaint submitted by the Client regarding an Order performed by PGE may be submitted only within the time limit specified in Section 40.
42. Orders concerning the release of imported cargo (unless otherwise provided in the relevant commercial agreements) shall be closed upon release of the bill-of-lading lot, following the end of each week.
43. Warehouse Receipts B relating to export cargo handling shall be closed upon receipt of the relevant bill-of-lading lot or on the last day of the month.
44. Orders for handling cargo transported by land shall be closed upon receipt of the relevant cargo lot or upon completion of each week.
45. Orders relating to cargo-handling operations involving cargo transported by land shall be closed upon completion of each week.
46. If a customs procedure requires cargo to be placed in a temporary storage warehouse and/or customs warehouse, and the amount of customs duty exceeds or is close to the limit of the general

security, PGE shall be entitled to refuse to accept the cargo under customs supervision until the available security balance permits such acceptance.

47. PGE shall be entitled to relocate goods as required by operational needs.

III. LIABILITY OF THE PARTIES

1. PGE's liability under the contracts it performs shall be governed by the provisions of the relevant agreements, Offers, Regulations, and, in matters not regulated therein, by generally applicable provisions of Polish law.
2. PGE shall not be liable for vessel demurrage or detention, including culpable demurrage, unless it has expressly assumed such liability under the terms of the agreement.
3. PGE shall unload/load cargo in accordance with the stowage plan provided to and agreed with PGE, and in coordination with the vessel's commanding officers responsible for loading and unloading operations.
 - a. PGE may refuse to operate a means of transport where the cargo has been improperly secured, is mixed, flooded, caked, etc.
 - b. PGE shall have the right to refuse to handle cargo or any part thereof in the event of a biological threat, a threat to occupational safety or other justified circumstances.
4. If cargo within a vessel's hold or a land-based means of transport is found to be mixed, PGE shall have the right to suspend cargo handling operations and shall prepare an appropriate report documenting the mixing of the cargo in the vessel's hold or on the land-based means of transport. PGE shall notify the Contractor of the preparation of such report. Chapter II Section 29 shall apply accordingly.
5. Within the limits and on the terms set out in the Regulations, PGE shall be liable for culpable loss of or damage to cargo caused by its own fault, provided that such liability is limited to cases of wilful misconduct. The burden of proof shall rest with the Contractor.
6. PGE shall not be liable for lost profits or indirect damage.
7. In particular, PGE shall not be liable where loss of or damage to cargo results from or is due to:
 - a. shortage, draftage, breakage, corrosion, spoilage, seepage through packaging, or leakage resulting from the inherent characteristics of the cargo;
 - b. lack or insufficiency of normal commercial packaging;
 - c. degradation, crumbling, weather conditions, including changes in humidity, or other external factors where the cargo is stored normally or pursuant to the agreement outdoors

- or in partially enclosed facilities (such as shelters), or where the cargo is manipulated or repacked by the cargo operator;
- d. any change in the physical and/or chemical properties of the goods that prevent normal and proper handling within the port area;
 - e. PGE is not responsible for changes in the properties of the stored goods, unless liability for such changes arises from the terms of the relevant agreement.
8. The Contractor acknowledges that various cargo-handling operations involving different types of cargo, in particular scrap metal and coal, are conducted within the Port area, which may pose a risk of contamination. The Client shall be responsible for providing appropriate materials to secure or cover the Goods. Securing the Goods using material supplied by the Client may be performed by PGE only on the basis of a separate offer or agreement.
9. In particular, PGE shall not be liable for:
- a. events, losses or damage caused by force majeure;
 - b. events, losses or damage resulting from strikes by PGE employees or PGE contractors, business partners or subcontractors;
 - c. losses resulting from the untimely arrival or departure of sea, land or river means of transport involved in the transportation of cargo;
 - d. consequences resulting from decisions, orders or actions of public authorities and state administrative bodies;
 - e. any damage arising from assistance rendered by PGE where such assistance was required in the interest of port safety and security and provided within the limits of necessity;
 - f. the condition of cargo stored in outdoors where the ordering party has not stipulated a different method of storage,
 - g. tonnage differences between cargo stored in bulk and accepted for storage based on declared weight without a weighing order;
 - h. any consequences that may occur in connection with information provided by the Contractor that is inconsistent with the actual state of affairs;
 - i. interruptions related to weather conditions preventing or hindering the proper performance of the service in accordance with arrangements;
 - j. damage caused by failures of electrical, water supply or heating systems, or failures of cargo-handling equipment;

- k. compliance with handling schedules for heavy-lift cargo using floating cranes where delays result from adverse weather conditions or failure to agree the transshipment date with PGE in advance;
 - l. damage consisting in lost profits or other benefits that the Contractor or any third party could have obtained had the damage not occurred, as well as in the event of the Contractor's incorrect declaration of the weight, type or physical properties of the cargo or other information necessary for proper performance of the service, where such information is not corrected at least two (2) hours prior to commencement of the service;
 - m. situations when handling bulk cargoes and scrap metal, damage to items and equipment located beneath the cargo within the vessel's hold, such as spare propellers, lashing materials, protruding fittings, tank covers, hatch covers, shaft tunnels, uneven hold flooring, ladders, and similar items;
 - n. the condition or quantity of goods where the vessel's hold is found to be flooded or where the cargo has become caked in the hold, irrespective of any subsequent weighing ordered upon receipt or release of the cargo. PGE may refuse to handle the cargo due to the condition of the hold;
 - o. damage to cargo where the Contractor knowingly chooses a storage method that does not protect it from the effects of external factors;
 - p. shortages and changes in the physicochemical quality of goods resulting from caking or flooding of the cargo within the hold;
 - q. work interruptions and railway wagon detention not attributable to PGE;
 - r. where PGE receives an order for services to be performed on a public holiday, PGE shall not be liable for any insufficient flow of information between the shipowner and the freight forwarder regarding the content of the service order on that non-working day;
 - s. damage arising from non-performance or improper performance of an obligation for reasons related to a state of epidemic/epidemiological threat/state of emergency, wartime circumstances, or due to PGE's special obligations arising from considerations of the State's economic interests or national defence requirements;
 - t. damage, delays, failure to meet agreed transshipment rates or deadlines where such circumstances are caused by a collision of a vessel with a quay or transshipment facilities, or by any other failure of first-line equipment or infrastructure.
10. The Contractor shall be responsible for the accuracy of the data contained in the Order and, in particular, for any loss or damage resulting from incorrect or insufficient information contained

in documents or communicated otherwise, as well as for any loss or damage caused by its employees or authorised representatives.

11. The Contractor shall bear all financial consequences arising from the vessel's lack of readiness and/or operational incapacity, waiting time of staff, transport, etc.
12. PGE shall bear no liability whatsoever in the event that any third party asserts any claim in relation to the Cargo that PGE has been commissioned to handle.
13. PGE shall not be liable for any obligations of Contractors arising from, or incurred in connection with, agreements or contracts concluded with third parties.
14. The Client shall bear the costs of restoring the warehouse/storage yard to its original condition following (e.g. fumigation, floor cleaning etc.) following the completion of the storage of goods.
15. After sixty (60) days of storage, PGE may require the Client to provide quality test results for the cargo (and subsequently after every additional twenty (20) days of storage). If the cargo is no longer suitable for loading onto a vessel or other intended means of transport (i.e. the goods have become non-marketable), PGE may request the Client to remove such goods from the warehouse/storage yard at the Client's expense within fourteen (14) days from the date on which such condition is established. Should the Client fail to comply with this obligation, PGE shall be entitled to terminate all agreements with immediate effect, charge fees for unauthorised use of warehouse and yard space, and remove the goods at the Contractor's own cost and risk without the need to obtain prior court approval.
16. PGE's liability for damages shall be limited to the scope of its insurance policies. Unless otherwise agreed in writing, PGE's aggregate liability arising out of the services provided, including liability for damage to cargo and without prejudice to any other limitations set forth in the Regulations, shall be limited to the amount of compensation actually paid by PGE's insurer, but not more than EUR 200,000. Any deviation from these liability limits shall require separate written arrangements with PGE.
17. If PGE does not have adequate insurance coverage, indemnification under the relevant insurance policy has been denied, or if the Client fails to declare the value of the goods at the quotation stage in accordance with these Regulations, PGE's maximum liability shall be limited to EUR 10,000.

IV. CARGO RECONCILIATION

1. If cargo quantities are accounted for on the basis of the weight declared in the vessel's bill of lading, PGE shall not be liable for any discrepancies between the quantity of cargo shown in the

vessel documentation or determined by draft survey as received by PGE and the quantity shown in road or rail transport documents as released from PGE.

2. If cargo quantities are accounted for on the basis of the weight declared in transport consignment notes, PGE shall not be liable for any discrepancies between the quantity of cargo shown in such consignment notes as received by PGE and the quantity shown in vessel documentation determined by draft survey as released from PGE.
3. Release of the entire cargo shall mean that the storage area has been completely emptied ("cleared to zero").
 - 3.1. If, at the stage of the final release of the goods, it turns out that the quantity of goods stored at PGE is lower than that indicated in the vessel's cargo manifest, and the cargo was not weighed upon receipt, or circumstances occurred that exclude PGE's liability for cargo quantity, then any adjustment to storage charges shall apply only to the last inventory accounting period (calendar month). Accordingly, the Client shall have no right to request an adjustment of any other existing fees and charges, including those relating to cargo-handling services, in any further respect.
4. Any irregularities, damage or quantity shortages shall be reported by the Contractor immediately and no later than by the end of the shift during which the service was performed, failing which the Contractor shall forfeit any further rights or claims in this regard.
5. Where weighing is ordered during the discharge of an import vessel or during the receipt of export cargo into storage, the weight determined in this fashion shall constitute the basis for settlement, and PGE shall be liable for any cargo shortages, excluding Normal Losses.
6. Unless the Offer or agreement specifies otherwise, the following limits shall apply as Normal Losses per operation where weighing has been ordered both upon receipt and release of the cargo:
 - a) grains and grain products – up to 0.3% of the cargo weight;
 - b) biomass (including pellets, wood chips and sawdust) – up to 0.5% of the cargo weight, taking into account the hygroscopic nature of the cargo and the impact of weather conditions on moisture content;
 - c) mineral and chemical fertilizers – up to 1.0% of the cargo weight;
 - d) other bulk commodities – up to 2.0% of the cargo weight.
7. For goods not listed in Section 6, the applicable Normal Loss allowance shall be specified in the Offer or the agreement.
8. Normal Loss shall be calculated separately for each cargo lot.
9. Where cargo lots are combined, PGE shall not be responsible for cargo quantity where any of the combined lots have not been weighed.

10. Where goods are transferred to a storage yard leased by the Client, PGE shall bear no responsibility for the quantity of the goods.
11. PGE shall not be responsible for the quantity of the goods where the Client performs any operations on the goods, including, in particular, sorting, transportation, bundling. In such cases, the weight stated in the road or rail transport documents evidencing the release of the goods from PGE shall be deemed binding.

V. VESSEL HANDLING

1. The maritime carrier/Contractor shall notify PGE's Chief Coordinator 21, 14 and 7 days in advance of the vessel's expected arrival date and shall obtain the Chief Coordinator's written approval regarding the vessel's berthing schedule, technical conditions and, where applicable, handling conditions (in particular demurrage arrangements and SSHINC/SHEX/SSHEX) for PGE's approval.
2. In order to ensure the efficient discharge of the vessel, the maritime carrier shall notify PGE and the freight forwarder, well in advance, of any heavy-lift or bulky/oversized cargo that cannot be discharged using the vessel's own equipment, as well as any dangerous goods that must be handled in accordance with the provisions of the applicable Polish regulations governing the handling of dangerous cargo in ports.
3. Upon PGE's request, the maritime carrier shall provide information as to whether the vessel is equipped with its own cargo-handling equipment and whether such cargo-handling equipment is operational and ready for use in the respective cargo holds. The maritime carrier shall also inform PGE of any cargo located on deck or in the upper layers of individual cargo holds intended to be handled as a priority.
4. Prior to the entry into the Port of a vessel carrying dangerous goods, the carrier shall notify PGE, at least seven (7) days in advance, of the vessel's name, the quantity and characteristics of the dangerous goods, including their applicable IMO Classes, as well as any additional information required under the Port Regulations.
5. A vessel may tender a NOR (Notice of Readiness) only when it is ready for transshipment and after completion of inward clearance formalities and receipt of the relevant authorities' permission to commence transshipment operations, unless otherwise provided in the agreement. Unless otherwise provided in the agreement, PGE accepts NORs between 8:00 a.m. and 4:00 p.m. on business days.
6. The decision to suspend loading operations due to adverse weather conditions may be made by PGE and/or the vessel's management, in consultation with the shipper, consignee or PGE.

7. Subject to the prior approval of the vessel agent, PGE may use the vessel's cargo-handling equipment and any necessary cargo-handling gear for cargo operations, unless otherwise provided in the agreement. The maritime carrier shall be responsible for ensuring the technical capability and operational readiness of such equipment. PGE shall not be liable for any loss or damage resulting from the malfunction or lack of operational readiness of the vessel's cargo-handling equipment or cargo-handling gear. PGE requires the provision of valid and current certificates confirming the technical condition of the vessel's cargo-handling equipment.
8. Any claims by the maritime carrier relating to damage to the vessel sustained during cargo operations shall be reported to PGE immediately upon discovery and, in any event, no later than by the end of the work shift during which the damage occurred. The cause and extent of such damage shall be documented in a bilateral report. PGE shall repair any damage caused by it promptly following notification thereof; if immediate repair is not possible due to ongoing cargo operations, repairs shall be carried out promptly upon completion of such operations, but in any event no later than before the vessel's departure from the port, unless the parties agree otherwise.
9. Where a vessel causes damage to the quay or port facilities, the Contractor shall promptly notify PGE, ZMPG, the Port Chief Dispatcher, the vessel agent and the Harbour Master's Office, and in any event before the vessel departs from the port. Further proceedings shall be conducted by the ZMPG Emergency Inspector or an authorised representative of PGE, depending on the ownership of the damaged property.
10. The currently applicable maximum draughts for vessels at individual quays within the Port of Gdańsk are specified in the Official Bulletin of the Maritime Office in Gdynia, available at: https://www.umgdy.gov.pl/?page_id=1998.

VI. CARGO HANDLING

1. Loading onto a vessel and unloading from a vessel shall mean the movement of cargo from the vessel's interior/deck to the ship's rail, or vice versa (excluding the costs of lashing or securing the cargo).
2. Direct cargo-handling operations shall mean the movement of cargo between a land-based or inland-waterway means of transport and the ship's rail, or vice versa.
3. Indirect cargo-handling operations shall mean the movement of cargo from a land-based or inland-waterway means of transport to a port storage yard or warehouse, and subsequently from the storage yard or warehouse to the ship's rail, or vice versa.

4. Cargo-handling ancillary operations (“manipulation activities”) shall mean additional services customarily performed in ports during or outside of transshipment.
5. Hourly-rated services performed using mechanised equipment or quay-side installations owned by PGE may be provided only upon submission of a separate Order and approval thereof by PGE. The tariff for these services and the procedure for submitting Orders are set out in Appendix 3 hereto.
6. Prior to the entry into the port of land-based or inland means of transport carrying dangerous goods, the freight forwarder shall notify PGE, at least seven (7) days in advance, of the identification number of the means of transport, the quantity and characteristics of the dangerous goods, and their applicable IMO Classes.
7. The duration of interruptions caused by weather conditions shall be extended by the time necessary to cover and uncover the holds.
8. The consignor, consignee, or the inspection company acting on their behalf shall continuously verify the quantity of cargo handled during a given shift and shall mutually countersign the counting results recorded in the relevant documents/tally sheets. The parties shall cooperate in this regard; however, responsibility for obtaining the countersignature shall rest with the consignor of the cargo and/or the inspection company acting on the consignor’s behalf. Countersigning shall be performed successively, no later than during each work break and upon completion of the shift or the relevant task. Inspection companies shall provide the tally sheets to the Ordering Parties promptly following completion of the count.
9. Where cargo counting on board the vessel is performed by crew members, the same tally sheet countersignature requirements applicable to employees of the inspection company shall apply to them.
10. Counting activities relating to goods under customs supervision shall be carried out in the presence of representatives of the Customs Office, unless the Customs Office waives its participation in such activities.
11. In the event of a dispute between the parties regarding the condition of the goods or their packaging, either party shall be entitled to appoint an expert.
12. If, before the commencement of discharge operations or during discharge, cargo or packaging showing external damage is identified on board the vessel, PGE shall prepare a damage report before the damaged items are discharged. PGE shall agree the contents of such report with representatives of the vessel, the Customs Office, and the cargo consignee, where PGE is acting on the consignee’s instructions. PGE shall notify the freight forwarder of any identified cargo damage.

13. In the event of discrepancies between the data contained in the cargo manifest (or bill of lading) and the actual condition of the cargo, in the case of direct operations, the freight forwarder shall, before the vessel departs from the port, prepare a report jointly with representatives of the vessel's management and the Customs Office. In the case of indirect operations, such report shall be prepared by PGE.
14. Providing the carrier with a damage report shall constitute notification of cargo damage. Such notification shall be made immediately in the case of externally visible damage or cargo shortages and, in the case of damage or shortages not externally apparent, within five (5) business days from receipt of the cargo. A copy of the damage report or discrepancy report delivered to the stakeholder shall constitute a preliminary complaint.
15. Based on the submitted documents, the maritime carrier, together with the Customs Office and PGE, shall promptly, and no later than before the vessel proceeds to another work location or departs from the port, sign a report concerning cargo that:
 - a) was discharged in a quantity greater or smaller than that declared in the cargo manifest;
 - b) was not discharged from the vessel despite being listed in the cargo manifest, or was discharged although not listed in the cargo manifest.Where cargo not included in the manifest is delivered from the vessel to a warehouse, PGE shall issue a warehouse receipt and prepare a report documenting the circumstances. Such documents shall be signed by representatives of the vessel, PGE and the Customs Office.
16. A report shall also be prepared where packages with unknown contents are discovered, or where discrepancies are identified regarding marks, numbering of individual packages, or cargo weight. In such cases, the depositing party shall be required to identify the cargo before it is placed in the storage yard.
17. Reports shall be prepared by PGE; however, this shall not apply to cargo handled in direct operations, for which the freight forwarder shall prepare the reports.
18. When loading goods into rail wagons or trucks, the freight forwarder shall provide PGE with an Order together with a statement specifying the quantity of cargo to be loaded into the wagons/trucks. The statement shall include identification numbers and characteristics of the wagons/trucks, as well as the number of units and/or the weight of the cargo.
19. When loading goods into rail wagons/trucks, the freight forwarder shall provide the same information to the inspection company, as long as such company is acting on the freight forwarder's instructions, for the purpose of verifying the proper loading of the wagons/trucks by PGE. In such cases, the inspection company determining the quantity or weight of cargo loaded

into individual wagons/trucks shall notify the work gang upon completion of loading of the respective wagon/truck.

20. PGE shall agree with the maritime carrier (Cargo Officer) and the freight forwarder a vessel loading schedule based on the cargo list and the Order for loading individual bill-of-lading lots.
21. Preparation of a cargo lot shall be understood as:
 - a) grouping cargo covered by a single bill of lading;
 - b) performing necessary handling operations (re-marking, repair of damaged packaging, etc.);
 - c) standardisation procedures;
 - d) preparation of export documentation;
 - e) completion of customs, sanitary and other clearance procedures;
 - f) completion of any other formalities enabling immediate loading of the cargo;
22. In the event that a mixed cargo lot arrives by land transport, PGE shall carry out segregation at the Contractor's expense. Such cargo shall be delivered to PGE for handling in sufficient time to allow segregation to be completed before the commencement of vessel loading operations.
23. Upon completion of loading of each bill-of-lading lot in direct operations, the freight forwarder or an inspection company acting on its behalf, and in indirect operations PGE, shall notify the Cargo Officer or the inspection company acting on behalf of the maritime carrier in order to ensure proper separation of individual cargo lots on board the vessel.
24. Where a bill-of-lading lot is loaded in instalments (which may only occur with the consent of the maritime carrier), the freight forwarder in direct operations, or PGE in indirect operations, shall inform the Cargo Officer of the quantity loaded in the respective instalment.
25. The Cargo Officer may not accept any cargo lot for which no mate's receipt has been issued or which is not included in the cargo list. The Cargo Officer shall enter on the copy of the mate's receipt (intended for PGE) the stowage locations where the cargo is to be placed and shall provide such copy to PGE. Immediately after loading a given cargo lot onto the vessel, the Cargo Officer shall confirm loading on the mate's receipt, issuing the original to the shipper and a copy to PGE.
26. Cargo not included in the cargo lists may only be loaded and accepted upon prior agreement with the maritime carrier who shall inform PGE of the additional cargo.
27. The freight forwarder shall attach a copy of the mate's receipt intended for PGE to the cargo collection receipt and to the document confirming loading of the cargo onto the vessel.
28. After agreeing with the Cargo Officer on the sequence and timing of loading, PGE shall release individual bill-of-lading lots from the storage yard, notifying the Cargo Officer – or the inspection company acting on behalf of the maritime carrier – of the commencement and completion of release of each lot from storage to the vessel.

29. If loading of a single bill-of-lading lot from the storage yard lasts longer than one shift, the maritime carrier shall confirm to PGE the quantity of cargo received during the relevant shift by countersigning the tally records.
30. In direct transshipment operations, where loading of a single bill-of-lading lot lasts longer than one shift, the maritime carrier shall confirm to the freight forwarder the quantity of cargo received during the relevant shift by countersigning the tally records. The same shall apply to any interruptions in transshipment occurring during a shift.
31. The freight forwarder shall sign the mate's receipt immediately after the end of the work shift and shall transfer any remarks from the mate's receipt onto the cargo collection receipt.
32. The recipient of lashing and securing materials shall confirm their receipt on the receipt document provided by PGE at the time of delivery of such materials.
33. PGE shall issue, immediately upon occurrence and no later than within the relevant work shift, acknowledgements confirming the execution of additional works or work interruptions not covered by the agreement or Offer.
34. PGE shall carry out direct transshipment of properly prepared lashing or separation materials. The storage of such materials within the Port may take place based on an agreement between PGE and the carrier or charterer.
35. The agreed handling rates apply to situations where no operational constraints occur, in particular those arising from cargo characteristics, e.g. caked or wet cargo, difficult-to-access cargo holds, etc. In the event of such constraints, PGE reserves the right to reduce the handling rate proportionally to the level of difficulty and current technical handling capabilities. Unless expressly stated otherwise, the stated handling rates are for informational purposes only.
36. Definition of segregation:
 - the arrangement/organisation of cargo into groups according to selected characteristics indicated by the ordering party for the purpose of enabling discharge/loading in accordance with the client's instructions;
37. Where the Contractor performs sorting operations on the cargo, they shall submit to PGE a daily report specifying the quantity of sorted cargo, together with the quantities of individual sorted fractions, on each consecutive day.

VII. CUSTOMS HANDLING

1. PGE shall provide customs services for the handled cargo groups for a fee.

2. Port Gdański Eksploatacja S.A., as an ancillary service, ensures the organisation of processes enabling the performance of customs-related activities connected with cargo handling, in particular with regard to temporary storage, customs inspections and customs procedures.
3. As part of its operations, Port Gdański Eksploatacja S.A. also provides paid access to customs infrastructure, including in particular:
 - temporary storage warehouses (MCS),
 - dedicated infrastructure for customs and inspection activities (DSK),
 - organisational and IT systems supporting customs handling,
 - a general customs debt guarantee held by Port Gdański Eksploatacja S.A.
4. Where the Contractor uses PGE's customs infrastructure and customs handling services, the fee for access to the infrastructure referred to in Section 3 shall be agreed by the parties and provided for in a contract. The customs handling offer constitutes part of the pricing for services requiring customs clearance of goods.
5. Where the Contractor intends to use PGE's customs infrastructure or the general customs guarantee without simultaneously using PGE's customs services, Port Gdański Eksploatacja S.A. shall be entitled to charge a fee for the use of the customs infrastructure and the general customs guarantee.
6. Operating fees in the scope referred to in Section 5 above shall be determined by a resolution of the PGE Management Board.
7. Any use of the customs infrastructure of Port Gdański Eksploatacja S.A. shall take place in compliance with obligations arising from customs law, in particular the responsibility of the operator of the temporary storage warehouse for the proper flow of goods and the performance of customs obligations relating to goods under customs supervision.
8. The rules governing the operation of temporary storage warehouses and liability for goods under customs supervision arise in particular from customs law.
9. PGE may perform customs handling of goods either directly or through a subcontractor appointed for this purpose.
10. The Customs Handling Regulations, containing detailed provisions regarding the provision of customs services by PGE and access to customs infrastructure, are available at www.pge.pl.
11. To the extent regulated therein, the Customs Handling Regulations shall have the same force and effect as these Regulations.
12. The Contractor acknowledges that a lack of proper cooperation in customs handling may affect the timeliness of other services provided by PGE.

13. PGE reserves the right to suspend further services for the Contractor, including withholding the release of goods, for as long as the Contractor remains in default of its documentary or customs and tax obligations relating to goods handled under customs supervision within PGE's premises.
14. It is strictly prohibited, under penalty of liability under applicable law, to perform any operations on goods that have not completed the customs clearance procedure.

VIII. CARGO STORAGE

1. PGE shall accept cargo into warehouses/storage yards in accordance with port and cargo safety regulations. Storage or keeping of cargo constitutes an ancillary element of the main service. PGE does not provide a standalone warehousing service.
2. PGE shall confirm to the depositing party, on B Receipt, the actual condition of the cargo immediately after the relevant lot has been placed in the warehouse or storage yard.
3. Where the cargo has been counted by the depositing party, the parties shall mutually countersign the tally records.
4. PGE shall accept bulk cargo into warehouses/storage yards based on the weight specified in the consignment documents.
5. Where cargo released under a given B Receipt is subsequently returned to the warehouse, it shall be deposited under a new B Receipt referencing the previous B Receipt.
6. PGE does not insure cargo stored within the Port area.
7. The freight forwarder or cargo consignee shall present to PGE, for inspection, the original bill of lading as evidence of the right to dispose of the cargo during the storage period. Where a bill-of-lading lot is collected either in full or in several instalments, the freight forwarder shall present the appropriate customs clearance documentation upon collection of each instalment.
8. PGE shall have a lien over the Contractor's goods stored in PGE's warehouses or storage yards as security for payment for Services performed by PGE and shall be entitled to withhold release of the goods until the Contractor has settled any and all amounts due to PGE, irrespective of the legal basis thereof. In such circumstances, PGE shall remain entitled to continue charging fees, including storage charges, in accordance with the applicable price list.
9. Until notification of a change in ownership of cargo stored at PGE is received, PGE shall continue to charge fees to the last known owner or party entitled to dispose of the cargo.
10. The Contractor shall provide PGE with information regarding any change in, expiry of, or transfer to another entity of its legal title to the goods, including any change of ownership of goods located within PGE's premises, in accordance with the template set out in Appendix 6.

11. Notification of a change of owner or party entitled to dispose of the cargo must include acceptance of the commercial terms of cooperation previously agreed with the Contractor. Otherwise, PGE shall present new commercial terms to the purchaser or new party entitled to dispose of the cargo. The Contractor shall be responsible, under its own liability, for informing the purchaser or new cargo controller of the provisions of these Regulations.
12. In every case of termination or expiry of the Agreement or Offer, the Contractor shall remove all stored goods. If the Client fails to perform or improperly performs this obligation by the date of termination or expiry of the Agreement or Offer, PGE shall charge the Client a fee for unauthorised use of storage space equal to 200% (two hundred percent) of the daily flat-rate storage charge applicable under the current tariff for each commenced day. PGE may also seek additional damages from the Contractor and may clear the storage area at the Contractor's risk and expense.
13. The Free Storage Period (FSP) shall be agreed with PGE on a case-by-case basis. Storage charges shall accrue upon expiry of the FSP.
14. The FSP applies to a specific cargo and is calculated from the date that cargo enters PGE's facilities. The FSP may not be granted again in respect of the same cargo, including in the event of a transfer of ownership of that specific cargo.
15. PGE shall issue inventory-based storage invoices at the end of each calendar month.
16. Unless expressly agreed otherwise, cargo-handling services do not include storage costs.

IX. OHS

1. The Contractor shall be responsible for providing PGE with Safety Data Sheets (SDSs) for materials and substances in the Polish language. If a Safety Data Sheet is provided in another language, the Contractor shall bear the cost of translating the Safety Data Sheet into Polish.
2. The Contractor shall be responsible for providing a lifting and handling plan for non-standard and bulky/oversized structures with a centre of gravity that is difficult to determine. If such documentation is not provided, any additional costs associated with preparing the lifting and handling plan shall be borne by the Contractor.
3. The Contractor shall notify PGE of any suspected or confirmed infectious disease affecting a crew member.
4. The Contractor shall be responsible for ensuring safe access to PGE workstations, if such workstations are located on board a vessel, i.e. the Contractor shall bear the costs of providing additional equipment where the vessel does not provide safe access routes meeting the requirements of Polish regulations.

5. Any Contractor whose employees, associates, subcontractors or counterparties assign specific individuals to perform work or provide services within areas managed by PGE shall, prior to allowing such persons to commence work or services, request PGE for the execution of an appropriate OHS coordination agreement pursuant to Article 208 of the Polish Labour Code. The template agreement provided by PGE shall apply.
6. The Contractor shall be responsible for ensuring, both on its own behalf and through persons acting under its authority, compliance with the regulations of PGE, the regulations of ZMPG, and applicable legal regulations concerning occupational health and safety.

X. CAR TRANSPORT

1. Notification of transport units for handling operations commencing from 3:00 p.m. must be submitted by the Contractor by 11:00 a.m. on the same day, and by 7:00 p.m. for handling operations scheduled from 7:00 a.m. on the following day. Acceptance and execution of the notification shall be confirmed by PGE in writing.
2. The written notification shall contain all information required by PGE to prepare the documentation necessary for receiving cargo into a warehouse or storage yard, loading cargo onto a vessel, and loading cargo onto a means of transport for removal of the cargo from PGE's premises.
3. If the means of transport specified in the notification fail to arrive and this results in waiting time for work gangs, PGE shall prepare an appropriate report specifying the cause and duration of the downtime. The Contractor shall be informed by PGE in writing of the above circumstance and shall be charged the costs of such waiting time.
4. Prior notification is required for the entry of a road vehicle into the area of the Port of Gdańsk managed by PGE.
5. Entry to PGE's premises shall be granted upon presentation of a permanent pass. If no permanent pass is available, a one-time pass shall be issued following confirmation of the notification.
6. Vehicle traffic within PGE's premises shall be conducted in accordance with the provisions of the Regulations on vehicle and pedestrian traffic within PGE Premises.
7. Activities related to granting vehicles access to and exit from PGE's premises, as well as traffic control and safety- and security-related activities, may be performed by a PGE subcontractor, namely a security company.
8. PGE shall not be liable for refusal of entry to or exit from PGE's premises where the requirements set out in the Regulations or other applicable provisions have not been met.

9. The Contractor, or an entity with which the Contractor has concluded a forwarding, transport or similar agreement, undertakes to provide PGE with information necessary for planning and performing cargo loading services onto road transport vehicles and shall be responsible for ensuring that cargo transport operations comply with applicable laws and regulations.
 - 9.1. In particular, the Contractor is required to specify in the order submitted to PGE the gross weight and dimensions of any cargo requiring a permit for transportation by an oversized vehicle. The Contractor shall also submit the relevant permit prior to loading. PGE shall verify whether the permit is consistent with the cargo details specified in the order.
 - 9.2. Road transport vehicles may leave PGE's premises only after weighing has been carried out. Where PGE lacks the technical capability to perform such weighing, the Contractor shall be responsible for arranging it independently. Failure to carry out weighing may, in each case, constitute grounds for the Contractor to obtain a permit for the operation of an oversized vehicle.
 - 9.3. PGE shall not be obliged to obtain, on behalf of the Contractor, a permit for the operation of an oversized vehicle.
10. Unless separately notified, it shall be prohibited to transport cargo requiring a permit for movement by an oversized vehicle onto a public road without the driver being in possession of the documents authorising such transport. Failure of the driver of the vehicle leaving the PGE's premises to possess the documents authorising the removal of the cargo from the PGE's premises, including documents confirming that the road transport operation is being carried out in compliance with applicable law, may constitute grounds for notifying the competent authorities.
11. In the case of an Order for loading onto or unloading from a road transport vehicle, the Contractor shall in each case be deemed the consignor of the goods/shipment. The Parties hereby agree that, for the purposes of this Agreement, the Contractor or the agent or freight forwarder acting on its behalf shall, pursuant to Article 43(2) of the Polish Transport Law, be responsible for ensuring that the transport of the consignment (with respect to loading performed by PGE) complies with road traffic regulations and public roads regulations, and in particular does not endanger road safety, exceed the permissible gross vehicle weight, dimensions or permissible axle loads. At the same time, pursuant to Article 47(2) of the Polish Transport Law, the Contractor or the agent or freight forwarder acting on its behalf shall be deemed the person providing the consignment to the carrier for transportation.
 - 11.1. The Contractor shall bear all liability and costs related to exceeding the permitted payload capacity of transport vehicles or exceeding permissible cargo dimensions, the absence of the required permit, or any violation of road transport regulations. If a competent authority determines that PGE is liable, including in its capacity as the shipper, for any

breach of road transport regulations, the Contractor shall reimburse PGE for the full amount of penalties imposed on PGE within 7 days from receipt of the payment request.

XI. RAILWAY TRANSPORT

1. The principles of cooperation shall be based on the Railway Transport Act, railway siding regulations, and agreements concluded between the railway carrier, PGE, and freight forwarders.
2. The Contractor shall provide notification of the arrival of a train set at least 48 hours in advance.
3. If a train set specified in the notification is not delivered on time and this results in waiting time for work gangs, PGE shall prepare an appropriate report specifying the cause and duration of the downtime. The Contractor shall be informed by PGE in writing of the above circumstance and shall be charged the costs of such waiting time.
4. From the moment the wagons are accepted on the basis of a handover list until they are handed over to the railway carrier on the basis of a notice of wagons ready for dispatch, they shall remain under the supervision of PGE.
5. PGE shall secure loaded wagons in accordance with the requirements specified in the Order.
6. The handover of wagons shall take place in the presence of a representative of the railway carrier and PGE, and, in the case of goods under customs supervision, also in the presence of a representative of the Customs Office.
7. If, upon acceptance of wagons, damage to a wagon, leakage, or other externally visible signs of loss of, or damage to, the cargo, or missing or tampered seals are identified, PGE shall record appropriate remarks on the handover list. Opening and unloading of such a wagon may take place only in the presence of the railway carrier, who shall formally determine the condition of the consignment by means of an appropriate report.
8. Customs seals shall be removed in the presence of a customs officer. If, after opening the wagon or during unloading, any damage, leakage, shortages or other irregularities are discovered, PGE shall immediately suspend unloading operations and notify the freight forwarder, who shall request the railway carrier to prepare a report concerning the partial loss of or damage to the consignment. Until the arrival of the railway carrier's representative and the official recording of the partial loss of or damage to the consignment, the cargo shall remain in the wagon in the condition in which it was found when the damage was first identified. PGE and the inspection company acting on behalf of the freight forwarder shall inform each other of any observed cargo damage.

9. As the operator of the “Basen Górniczy” railway siding, PGE charges railway carriers fees for access to the above Service Facility in accordance with the rules set out in the Regulations for Access to the Service Facility of Port Gdański Eksploatacja S.A. – “Basen Górniczy” Area (hereinafter referred to as the “Service Facility Regulations”), in the wording effective on the date the infrastructure is made available.
10. The Service Facility Regulations, including the operating fees referred to in Section 9 above, are available at www.pge.pl.
11. To the extent regulated therein, the Service Facility Regulations shall have the same force and effect as these Regulations.

XII. ADDITIONAL INFORMATION AND PROVISIONS

1. As part of services performed for Contractors, PGE operates a three-shift work system:
 - Shift I: from 11:00 p.m. to 7:00 a.m.
 - Shift II: from 7:00 a.m. to 3:00 p.m.
 - Shift III: from 3:00 p.m. to 11:00 p.m.

All Saturdays, Sundays and public holidays shall be considered non-working days at PGE.

2. The following days shall be deemed “special holidays”:

- *New Year’s Day – 1 January*
- *Epiphany – 6 January*
- *Easter Sunday*
- *Easter Monday*
- *Labour Day – 1 May*
- *Constitution Day – 3 May*
- *Whit Sunday*
- *Corpus Christi*
- *Assumption of the Blessed Virgin Mary – 15 August*
- *All Saints’ Day – 1 November*
- *National Independence Day – 11 November*
- *Christmas Eve – 24 December*
- *Christmas Day – 25 December*

- *Second Day of Christmas (Boxing Day) – 26 December*
 - *New Year's Eve – 31 December, from 3:00 p.m.*
3. Cargo handling operations shall commence at the beginning of each work shift. Commencement of operations at any other time shall require mutual agreement between the Parties.

XIII. SETTLEMENTS

1. Charges expressed in EUR shall be converted into Polish zloty or another payment currency on the basis of the average exchange rate published by the National Bank of Poland applicable on the date of completion of the service.
2. VAT at the rate applicable on the date of completion of the service shall be added to the charges for services provided by PGE.
3. All charges expressed as percentages shall be calculated on the basis of the agreed commercial rates or rates agreed in separate contracts or arrangements.
4. The calculation of charges for PGE services depends on the type of cargo, the size of the cargo lot, the contract, and the arrangements made with the Commercial Department (written form required).
5. All rates agreed by the Parties for services offered or performed by PGE shall be specified in writing, either in the form of an offer or as part of an agreement concluded between the Parties.
6. Unless otherwise agreed by the Parties, any and all amounts due to PGE shall be paid immediately upon receipt of the invoice, but no later than within 14 days from the invoice date.
7. PGE reserves the right to require an advance payment from the Contractor equal to 100% of the amount due before accepting an Order.
8. PGE reserves the right to require the Contractor to provide security for the proper performance of the agreement / Offer / order in the form of cash, a bank guarantee, an insurance guarantee, a promissory note, or a declaration of voluntary submission to enforcement proceedings.
9. For the purpose of calculating charges, the weight of the cargo shall be rounded up to the nearest 100 kg. Where charges are calculated based on units of measurement other than tonnes, each one-tenth of a given unit shall be deemed a full unit.
10. For the handling of general cargo during discharge and transshipment operations, the basis for calculating charges shall be the gross weight specified in the Order, which should correspond to the weight stated in the bill of lading and, in the absence thereof, in the cargo manifest or consignment note.

11. For transshipment and loading operations involving general cargo, the basis for determining cargo weight shall be the gross weight specified in the Order.
12. For bulk cargo, the basis for determining cargo weight during loading, discharge and transshipment operations shall be the weight stated in the bill of lading, inland transport documents, or weight certificates issued by a certified PGE weighbridge.
13. Mooring charges shall be calculated based on the vessel's gross volume (V), determined as the product of its overall length (L), breadth (B) and summer draft (D), expressed in metres and centimetres, as stated in the vessel measurement certificate or ship certificate. For the purpose of calculating such charges, the vessel's total volume (V) shall be rounded up to the nearest whole cubic metre (1 m³). In the event of a dispute, the vessel particulars contained in the Lloyd's Register of Shipping shall prevail.
14. PGE reserves the right to require full (100%) advance payment for mooring services. Where it is necessary to vacate a berth for another vessel, a vessel extending its stay at the berth shall be shifted to another berth based on a decision of the Chief Coordinator of PGE, in consultation with the Chief Port Dispatcher. Any costs associated with the change of berth (including towing, pilotage and mooring) shall be borne by the party ordering the vessel handling services or by the shipowner, depending on which party is responsible for the matter at hand.
15. PGE reserves the right to refuse to provide mooring/unmooring services on Saturdays, Sundays, public holidays, and special holidays.
16. Charges for mooring/unmooring (basic rate) shall be collected according to the vessel's capacity in accordance with the table entitled "Charges for Mooring or Unmooring a Vessel" set out in **Appendix 1 hereto.**
17. Waiting time of work gangs resulting from causes beyond PGE's control shall be charged based on the number of man-hours involved.
18. PGE reserves the right to amend the rates set out in these Regulations as well as in offers and agreements.
19. PGE reserves the right, at its sole discretion, to allocate payments received to any outstanding amounts due as selected by PGE.

XIV. CHARGES AND FEES

1. If the agreed rates for PGE services do not include the cost of labour and materials used for securing and lashing the cargo, charges for the actual consumption of lashing and securing materials shall be settled based on the rates provided by PGE's Commercial Department.

2. Charges for services shall be applied regardless of whether the service is performed using the vessel's cranes or port equipment.
3. Downtime and costs resulting from the malfunction of the vessel's equipment, including, but not limited to, waiting time of work gangs, transportation operations, removal of hatch covers, etc., shall be borne by the party ordering the service.
4. Charges for short-term storage, i.e. storage not exceeding one month, shall be levied upon removal of the cargo from the storage yard or warehouse. In the case of storage exceeding one month, storage charges shall be accrued on the last day of each calendar month constituting the relevant settlement period. No holiday surcharge shall be added to storage charges.
5. The storage period shall be calculated from the date of placing the cargo into storage until the date of its release from the warehouse or storage yard. For import cargo, the date of storage shall be deemed to be the last day of discharge of the relevant bill-of-lading lot from the vessel. For export cargo, the date of release shall be deemed to be the date on which vessel loading commences. In the case of loading onto or unloading from other means of transport, the quantities of cargo received or released on a given day shall apply.
6. The gross weight of the cargo shall be used as the basis for calculation.
7. Where cargo is loaded onto a vessel and subsequently discharged from the same vessel, the storage period shall be calculated on a continuous basis.
8. Covering cargo stored in open yards with tarpaulins or foil shall be charged on the basis of the actual cost of materials used and labour involved.
9. The rates for PGE services shall apply to cargo in normal merchantable condition which does not cause any additional operational difficulties and is carried in standard cargo holds. Otherwise, additional charges shall apply.
10. The non-merchantable condition of cargo and any impeded loading/unloading operations shall be determined by means of a report prepared by PGE.
11. PGE shall be entitled to charge the Client additional costs resulting from loading instructions applicable to land transport operations that exceed standard cargo handling activities.
12. In the case of handling small cargo lots, PGE reserves the right to calculate charges on the basis of man-hours worked and/or tonnage handled.
13. The charges specified in this Section shall apply irrespective of the provisions of any agreement.

XV. ADDITIONAL CHARGES

1. For services provided by PGE on Saturdays, Sundays and public holidays, the following holiday surcharges shall be added to the agreed rates:
 - a. For handling general cargo together with ordered cargo-handling operations (provided that at least 400 tonnes of cargo are handled per commenced work shift):
 - 80% for work performed on Saturdays;
 - 100% for work performed on Sundays;
 - 150% for work performed on special holidays.
 - b. For handling general cargo together with ordered cargo-handling operations (where less than 400 tonnes of cargo are handled per commenced work shift): surcharges subject to operational arrangements;
 - c. For cargo-handling operations charged solely on the basis of actual hours worked: surcharge rates shall be subject to operational arrangements.
 - d. For handling bulk cargo, where at least 600 tonnes of cargo are handled per commenced work shift (applicable only to bulk cargo not sensitive to weather conditions):
 - 40% for work performed on Saturdays;
 - 60% for work performed on Sundays;
 - 150% for work performed on special holidays.
 - e. For handling bulk cargo, where less than 600 tonnes of cargo are handled per commenced work shift (applicable to both weather-sensitive and weather-insensitive bulk cargo): surcharges subject to operational arrangements.
2. In the case of handling bulk cargo that cannot be handled under adverse weather conditions, separate holiday surcharge rates shall be agreed.
3. The holiday surcharge for activities performed by PGE on non-working days shall be calculated based on the total charge, including any other applicable surcharges.
4. For ordered handling of cargo in a quantity of less than 100 tonnes carried out during the first shift on working days, PGE shall charge an additional fee for the so-called "night shift gang" in the lump-sum amount of PLN 4,000.00.

The above applies only to cargo handling in a land transport operation (land transport vehicle – warehouse/storage yard or vice versa).

5. For work performed in difficult-to-access spaces, PGE shall charge a surcharge of 25% on the applicable loading or unloading rates. Difficult-to-access spaces shall include, in particular: forepeak tanks, baggage holds, holds with floors at different levels relative to the hatch opening, holds with tank covers on the floor, holds with an area of less than 20 m², or holds with hatch dimensions smaller than 2.30 × 2.70 m (except for vessels loading timber, for which the minimum hatch dimensions shall be 2.60 × 3.05 m), bunker compartments, deep tanks, separately closable side refrigerated compartments, aft superstructures, upper decks, and spaces not normally intended for cargo or not permitting normal operation of cargo-handling equipment.
6. For handling cargo in a non-merchantable condition and for impeded unloading and/or loading operations (§14, item 10), as understood under port cargo-handling technology, PGE shall charge a surcharge of 30% of the cost of the entire handling operation for the quantity of cargo located in the relevant compartment (wagon, cargo hold, barge), irrespective of the degree of difficulty involved. This shall apply to bulk cargoes or, in the case of general cargo, to the relevant bill-of-lading lot.
7. In the case of significant cargo-handling difficulties arising from the specific nature of the cargo, PGE reserves the right to charge additional fees covering the costs of labour and PGE cargo-handling equipment (agreed operationally based on actual usage).
8. For cargo movement in a vessel-to-vessel relation (side-to-side) or hold-to-hold (adjacent holds), a loading and unloading charge shall apply with an additional 20% surcharge.
9. For cargo movement within a single cargo hold, a loading charge shall apply with an additional 15% surcharge.
10. For handling general cargo with a stowage factor higher than 5, PGE reserves the right to apply a 20% surcharge to the base rates.
11. For handling dangerous goods (IMO Classes 1 to 9), the base charges shall be increased by 100%.
12. In respect of loading, unloading, transshipment, storage, and port transport of dangerous goods, separate regulatory provisions issued by state administration authorities shall apply.
13. Loading, unloading, and transshipment of emergency cargo shall be carried out on the basis of separate arrangements.
14. Additional charges shall apply irrespective of the provisions of any agreement.

XVI. OPERATING FEES

1. PGE may introduce, by resolution of the Management Board or directly under these Regulations, Operating Fees relating in particular to:

- 1.1. handling of stored cargo, including: polymerisation, relocation of cargo within storage areas, temperature measurement, firefighting;
 - 1.2. customs and forwarding services, including: arrival/discharge notification, warehouse status reporting, preparation of DSK documentation, entry to/exit from temporary storage warehouse, customs declarations ZC299;
 - 1.3. access to customs infrastructure;
 - 1.4. access to the Service Facility Regulations;
 - 1.5. blending, mixing, internal cargo movement, stacking during sorting or crushing operations, sorting or crushing;
 - 1.6. rail wagon handling services;
 - 1.7. use of PGE assets, including sorting, crushing, blending, execution of inspections and equipment repairs, and acceptance of cargo from another terminal;
 - 1.8. enabling entry onto PGE's premises of the Contractor's own machinery and cargo-handling equipment (e.g. loaders, excavators, screeners, stackers, etc.);
 - 1.9. parking of Contractor's own equipment and vehicles on PGE's premises;
 - 1.10. energy charge – a fee compensating for increases in PGE's operating costs related to services provided, resulting from rising prices of electricity and liquid fuels.
2. Operating Fees shall apply irrespective of the provisions of any agreement.

XVII. FINAL PROVISIONS

1. In matters not regulated by these Regulations or separately in agreements and Offers, the following shall apply in particular:
 - 1.1. applicable Customs Regulations,
 - 1.2. Maritime Code,
 - 1.3. Civil Code,
 - 1.4. Act on Maritime Areas and Maritime Administration.
 - 1.5. Maritime Safety Act,
 - 1.6. Port Regulations,
 - 1.7. Order No. 11 of the Directorate of the Maritime Office in Gdynia regarding the introduction of compulsory pilotage (as amended),
 - 1.8. Occupational Health and Safety (OHS) instructions at Port Gdański Eksploatacja S.A.,
 - 1.9. Rules for safe access and stay of visitors within the area of Port Gdański Eksploatacja S.A.,

- 1.10. Regulations on vehicle and pedestrian traffic within PGE Premises,
- 1.11. internal regulations,
- 1.12. OHS alerts,
- 1.13. Instructions on the movement of persons, goods, and vehicles within the port areas of ZMPG S.A., available at: <https://www.portgdansk.pl/biznes/tereny-inwestycyjne/>
- 1.14. Environmental conditions for tenants of real estate located in areas belonging to Zarząd Morskiego Portu Gdańsk S.A., available at: <https://www.portgdansk.pl/biznes/tereny-inwestycyjne/>
- 1.15. General Rules for the Use of Port Infrastructure of Zarząd Morskiego Portu Gdańsk S.A., available at: <https://www.portgdansk.pl/biznes/tereny-inwestycyjne/>
- 1.16. Instructions regarding rules for goods turnover and the obligations of the manager, operator and entrepreneur in the Free Customs Zone in Gdańsk, available at: <https://www.portgdansk.pl/biznes/tereny-inwestycyjne/>
- 1.17. Rules for carrying out investment and construction works by users of assets of ZMPG S.A. in facilities and on land properties, available at: <https://www.portgdansk.pl/biznes/tereny-inwestycyjne/>
- 1.18. Regulations of the Chief Port Dispatcher, available at: <https://www.portgdansk.pl/biznes/tereny-inwestycyjne/>
- 1.19. General rules for the supply and settlement of electricity and heat carriers, water supply and wastewater disposal, as well as ICT services. The electricity distribution licence of ZMPG S.A. for the period from 21 May 2020 to 31 December 2030, together with all price lists, tariffs, consolidated fee schedules, notices, etc., available at: <https://www.portgdansk.pl/zmpg-sa/dane-osobowe#kontrahenci>
- 1.20. ZMPG damage guidelines, available at: <https://www.portgdansk.pl/biznes/tereny-inwestycyjne/>
- 1.21. Act of 12 September 2002 on port reception facilities for ship-generated waste and cargo residues (Journal of Laws No. 166 of 2002, item 1361),
- 1.22. Port waste and cargo residue management plan, approved by decision of the Marshal Office of the Pomeranian Voivodeship No. DROŚ-SO.7240.10.2017 dated 3 October 2017.
- 1.23. KGK Draft Atlas,

- 1.24. other current instructions, regulations, terms and conditions, guidelines, etc., issued by PGE, ZMPG S.A., the Harbour Master's Office, the Maritime Office in Gdynia and other competent entities.
2. The cost of activities related to services performed pursuant to orders issued by state administrative authorities shall be borne by the party for whose benefit the service was performed.
3. The Contractor shall present, for inspection, the customs bill of lading as evidence of the right to dispose of the cargo during storage. Where a bill-of-lading lot is collected in full or in several instalments, the ordering party shall present the relevant customs clearance documentation upon collection of each instalment.
4. Any disputes arising out of or in connection with cooperation between the Parties shall be resolved by the court in Gdańsk having subject-matter jurisdiction under Polish law.
5. Any information obtained by Contractors during cooperation with PGE shall be treated as confidential information and shall be kept secret under penalty of liability stipulated by applicable law.
6. In the event of any doubts concerning the contents of these Regulations, PGE shall have the exclusive right to provide a binding interpretation thereof.
7. In the course of cooperation with PGE, the Contractor shall comply with all generally applicable laws and regulations.
8. The Contractor shall act in accordance with PGE's Sustainable Development Strategy (2025-2030) and the policies and regulations adopted thereunder and published on the website of PGE S.A.
9. The Contractor shall cooperate with PGE in order to enable PGE to fulfil its statutory non-financial reporting obligations. For this purpose, the Contractor shall provide PGE with available information concerning the environmental impact of the performance of the Agreement.
10. These Regulations have been prepared in two language versions: Polish and English. In the event of any discrepancy between the two language versions, or in the event of any doubt as to the meaning of any provision, the Polish-language version of the Regulations shall prevail.

XVIII. GDPR

1. Acting in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ EU L 119/1 of 4 May 2016; hereinafter referred to as the "GDPR"), the Parties shall mutually disclose personal data comprising contact and identification details of their employees, associates, and

- representatives. Such disclosure and processing of the aforementioned data shall take place pursuant to Article 6(1)(f) of the GDPR, as the processing is necessary to ensure the efficient day-to-day performance of the Agreement and the reliable identification of the Parties.
2. Upon execution of the Agreement, each Party shall become the controller of the personal data of the employees, associates, and representatives whose data have been disclosed to it in connection with the conclusion and performance of the Agreement.
 3. PGE's Information Clause is attached as Appendix 5 hereto. The Contractor declares that it shall provide the aforementioned information clause to persons designated to perform the Agreement, and thereby PGE shall fulfil its information obligation regarding the processing of personal data of the Contractor's employees and associates, where such processing is necessary for the proper performance of the Agreement and for identifying and preventing potential corruption.
 4. Where the subject matter of the Agreement requires the conclusion of a data processing agreement, the Parties shall enter into such an agreement.
 5. The Contractor undertakes, in accordance with the principles set out in Section 3 above, to fulfil the information obligation on behalf of and for the benefit of ZMPG S.A.. The information clause of ZMPG S.A. is available at: <https://www.portgdansk.pl/zmpgsa/daneosobowe#kontrahenci>

*Regulations for Cooperation with Contractors v.3,5 /2026_260630 ENG,
effective as of 30 June 2026.*



APPENDIX 1
MOORING TARIFF

Service: Mooring or unmooring of a vessel.
Tariff effective from: 30 June 2026.

Surcharges applicable on Saturdays, Sundays and special holidays:
Saturday: 80%; Sunday and public holidays: 100%; special holidays: 150%

No.	Vessel's total volume (V) in m ³		Fees in EUR
	From	To	Rate on working days /excluding VAT/
1.	0	10,000	172
2.	10,001	11,000	183
3.	11,001	12,000	194
4.	12,001	13,000	204
5.	13,001	14,000	229
6.	14,001	15,000	251
7.	15,001	16,000	275
8.	16,001	17,000	294
9.	17,001	18,000	323
10.	18,001	19,000	346
11.	19,001	20,000	367
12.	20,001	22,000	388
13.	22,001	24,000	410
14.	24,001	26,000	431

15.	26,001	28,000	454
16.	28,001	30,000	475
17.	30,001	32,000	505
18.	32,001	34,000	527
19.	34,001	36,000	547
20.	36,001	38,000	569
21.	38,001	40,000	620
22.	40,001	42,000	663
23.	42,001	44,000	706
24.	44,001	46,000	750
25.	46,001	48,000	794
26.	48,001	50,000	842
27.	50,001	52,000	907
28.	52,001	54,000	959
29.	54,001	56,000	1009
30.	56,001	58,000	1052
31.	58,001	60,000	1095
32.	60,001	62,000	1140
33.	62,001	64,000	1183
34.	64,001	66,000	1255
35.	66,001	68,000	1327
36.	68,001	70,000	1370
37.	70,001	75,000	1413
38.	75,001	80,000	1455
39.	80,001	85,000	1501
40.	85,001	90,000	1544
41.	90,001	95,000	1600
42.	95,001	100,000	1652
43.	100,001	more	subject to negotiation

APPENDIX 2
DEFINITIONS OF ORDERS, INTERACTIVE ORDERS

Order A – relates to:

Cargo handling operations between storage yards, warehouses and means of transport, including:

- unloading/loading operations (stevedoring, trimming) within the vessel's hold or from the vessel's side, and vice versa;
 - direct transshipment between the vessel's side and inland or waterborne means of transport, and vice versa;
 - cargo handling and stevedoring operations;
 - services provided to vessels, as well as work performed on Saturdays, Sundays and public holidays;
- intra-port transport of cargo by all land and waterborne means of transport;
hire of cargo handling equipment, machinery and floating vessels. (**Interactive Order A**)

Receipt B – storage order.

This document also serves as a warehouse receipt. Receipt B forms are submitted by the Ordering Party together with cargo information and are subsequently completed by PGE on the basis of the cargo manifest or consignment note. (**Interactive Receipt B**)

Order C or A/C – an order for the release of cargo from storage (which also constitutes confirmation of the release and receipt of the cargo) (**Interactive Order A/C**)

APPENDIX 3

**TARIFF OF SERVICES CHARGED ON AN HOURLY BASIS AND
PERFORMED USING THE EQUIPMENT OR MACHINERY OF PGE
S.A.**

NO.	EQUIPMENT NAME	From 10 April 2026 Rates in PLN/HOUR (excluding VAT)
1.	Forklift truck with a lifting capacity of up to 2.5 tonnes	402
2.	Forklift with a lifting capacity of 2.6 to 10 tonnes	474
3.	Forklift with a lifting capacity of 11 to 15 tonnes	540
4.	Forklift with a lifting capacity of 16 to 24 tonnes	662
5.	Forklift with a lifting capacity of 25 to 32 tonnes	794
6.	Forklift with a lifting capacity of over 32 tonnes	937
7.	Loader with a capacity of up to 1.5 m ³	458
8.	Loader with a capacity of 1.6 m ³ to 3.5 m ³	573
9.	Loader with a capacity of 3.6 m ³ to 5.4 m ³	653
10.	Loader with a capacity of 5.5 m ³ to 8.0 m ³	695
11.	Loader with a capacity of 8.1 m ³ to 10.5 m ³	739
12.	Mobile crane with a lifting capacity of up to 30 tonnes	722
13.	Mobile crane with a lifting capacity of 31 to 60 tonnes	1047
14.	Mobile crane with a lifting capacity of 61 tonnes to 100 tonnes	1808
15.	Mobile crane with a lifting capacity of 101 tonnes to 128 tonnes	2029
16.	Rail-mounted crane with a lifting capacity of 6 to 8 tonnes	904
17.	Rail-mounted crane with a lifting capacity of 9 tonnes to 15 tonnes	1114
18.	Rail-mounted crane with a lifting capacity of 16 tonnes to 40 tonnes	1389
19.	Container gantry crane	1808
20.	Front-end container handler	761
21.	Reach stacker (containers up to 10 tonnes)	695
22.	Reach stacker (containers up to 45 tonnes)	1180

- 9) Irrespective of item (8), you have the right to object to the processing of personal data where such processing is not based on your consent, a contract, or a legal regulation. If you lodge an objection, following consideration of your request, the Controller will cease processing the personal data covered by the objection, unless compelling legitimate grounds for processing exist which override your interests, rights and freedoms, or where processing is necessary for the establishment, exercise or defence of legal claims.
- 10) You have the right to lodge a complaint with the supervisory authority, namely the President of the Personal Data Protection Office, if you believe that the processing of your personal data infringes applicable laws.
- 11) The Controller has appointed a Data Protection Officer (DPO). Contact with the Controller or the Data Protection Officer regarding matters related to the processing of personal data may be made via e-mail at iodo@pge.pl or by post to: Port Gdański Eksploatacja S.A., ul. Roberta de Plelo 6, 80-548 Gdańsk, Poland.
- 12) Provision of personal data is voluntary; however, refusal to provide data necessary for the performance of the Agreement may result in refusal to enter into the Agreement.
- 13) Personal data will not be subject to automated decision-making, including profiling.

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- 5) The personal data provided by you will not be transferred to a third country or an international organisation.
- 6) Recipients of personal data include public authorities, including law enforcement, which request access to personal data pursuant to powers granted under applicable law or to which the Controller is required by law to disclose such data. Recipients may also include courts of general jurisdiction in connection with legal proceedings initiated by the Controller. Your personal data may also be processed by entities providing services to the Controller, including, among others, services relating to: financial settlements, protection of property and persons, accounting services, legal, advisory and consulting services, archiving services, maintenance of IT equipment and computer programs in which personal data are stored, and any other services supporting the Controller's business operations in connection with agreements concluded by the Controller with third parties or with you. Where personal data processing is entrusted to other entities, such entities and their authorised employees shall also be recipients of personal data.
- 7) The Controller retains personal data only for the period necessary to achieve the purposes for which the data were collected, provided that at least one of the legal bases for processing described in item (4) remains applicable. Detailed information regarding the retention periods applicable to personal data is set out below.

Purposes of personal data processing	Personal data retention periods
a) performance of the Agreement and processing activities undertaken at the Contractor's request prior to entering into the Agreement	For the duration of the Agreement
b) to the extent that, pursuant to proceedings conducted before competent public authorities, including law enforcement, relating to the purposes or legal bases for processing personal data referred to in item (4), the Controller is required to process personal data	For the duration of such obligation
c) the Controller's legitimate interest in participating in judicial and out-of-court proceedings initiated: <ul style="list-style-type: none"> – on the basis of claims brought by the Controller against the Contractor; or – on the basis of claims brought by the Contractor against the Controller, for the purpose of clarifying or settling such claims, or protecting the Controller's rights in such proceedings. 	The personal data retention period corresponds to the limitation period applicable to contractual claims.
8) You have the right to request access to your personal data, rectification, erasure or restriction of processing, the right to data portability, and, where processing is based on consent, the right to withdraw such consent at any time.	

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APPENDIX 5

PGE INFORMATION CLAUSE

In fulfilment of the obligation set out in Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the "GDPR"), we hereby inform you that:

- 1) The controller of your personal data, as Contractor, is Port Gdański Eksploatacja S.A., with its registered office in Gdańsk (80-548), ul. Roberta de Plelo 6, Poland, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, KRS 0000365475, NIP: 5830004774, REGON: 190562236, e-mail: sekretariat@pge.pl (hereinafter referred to as the "Controller").
- 2) The Controller shall process the following categories of your personal data: first and last name, PESEL number, Tax Identification Number (NIP), address, e-mail address, phone number, image.
- 3) The Controller shall be responsible for using your personal data in a secure manner and in compliance with applicable laws and regulations.
- 4) The Controller shall process personal data for the following purposes and on the following legal bases:

Purposes of personal data processing	Legal basis for processing
a) performance of the Agreement and processing activities undertaken at the Contractor's request prior to entering into the Agreement	Article 6(1)(b) GDPR
b) to the extent that, pursuant to proceedings conducted before competent public authorities, including law enforcement, relating to the purposes or legal bases for processing personal data referred to in item (4), the Controller is required to process personal data	Article 6(1)(c) GDPR
c) the Controller's legitimate interest in participating in judicial and out-of-court proceedings initiated: <ul style="list-style-type: none">- on the basis of claims brought by the Controller against the Contractor; or- on the basis of claims brought by the Contractor against the Controller, for the purpose of clarifying or settling such claims, or protecting the Controller's rights in such proceedings.	Article 6(1)(f) GDPR

APPENDIX 4

NOTIFICATION OF HANDOVER OF GOODS

Seller of the goods:		Purchaser of the goods:	
name:		name:	
address:		address:	
Tax Identification No. (NIP):		Tax Identification No. (NIP):	
Contact person		Contact person	
phone:		phone:	
e-mail:		e-mail:	
type of goods		quantity	
date of sale:		goods weighing document:	
Customs status of the goods:			
location of the goods before the purchase/sale transaction:			
location of the goods after the purchase/sale transaction:			
storage commencement date (date of discharge of the relevant cargo lot from the vessel onto the premises of PGE S.A.):			
cargo release/removal costs invoiced to:			
cargo transport costs invoiced to:			
cargo extinguishing/fire-fighting costs invoiced to:			
cargo lamination costs invoiced to:			

23.	Trailers and semi-trailers	168
24.	Tractor	402
25.	Sweeper	551
26.	Water tanker	529
27.	Locomotive	904
28.	Waiting time for a vehicle for the transport of bulk cargo	66
29.	One employee – labour for securing/unsecuring cargo	105
30.	One employee – welder's work with welding equipment, including electricity consumption, for securing cargo in/on a vessel's hold or deck (where technical consumables are used, e.g. welding rods, electrodes, etc., charges shall be based on current prices).	209
31.	One employee – fire watch attendant (fire protection during welding operations);	209
32.	One road vehicle on working days – weighing/taring of a vehicle, per single pass;	41
33.	One rail wagon on working days – weighing/taring of a wagon, per single pass;	55
34.	One rail wagon on working days – wagon shunting for weighing purposes;	77
35.	One rail wagon on working days – wagon shunting for transshipment purposes;	43
36.	One rail wagon on working days – receipt/delivery of wagons (R25 and R27);	21
37.	1 m ³ – disposal of residue/waste generated during cargo handling; wood;	236
38.	1 m ³ – disposal of residue/waste generated during cargo handling; foil/plastic;	236
39.	1 m ³ – disposal of residue/waste generated during cargo handling; general construction waste;	313
40.	1 m ² – rental of office space	87

– The above charges shall apply for each commenced hour on working days;

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- The availability of services and pricing levels for weekends, public holidays, and special holidays shall be subject to individual arrangements;
- The rates include the cost of the equipment operator.

The provision of services using the above-mentioned mechanised equipment on working days between 7:00 a.m. and 10:00 p.m. is subject to prior confirmation and acceptance by PGE S.A. Requests for services should be submitted by phone or e-mail:

- a) until 3:00 p.m. – requests may be submitted to the Quay Managers/Coordinators:

koordynator.bg@pge.pl + 48 603 776 719

koordynator.szczecinskie.wislane@pge.pl + 48 603

776 876 koordynator.woc.oliwskie@pge.pl +48 601

786 889 gospodarz.bg@pge.pl +48 58 737 78 21, +

48 691 912 176 or Chief Coordinator:

koordynator@pge.pl +48 691 912 207,

- b) after 3:00 p.m. – requests should be submitted to the following addresses: where the request concerns services performed in a ship-side operation;

koordynator@pge.pl + 48 691 912 207,

gospodarz.woc.oliwskie@pge.pl + 48 58

737 73 28, gospodarz.szczecinskie@pge.pl

+ 48 58 737 79 59, gospodarz.bg@pge.pl

+ 48 58 737 78 21,

where the request concerns services performed in a land-side operation.

koordynator@pge.pl +48 691 912 207,

sklady.oliwskie@pge.pl +48 691 912 195,

sklady.wislane@pge.pl +48 603 371 558,

For services to be provided on working days:

- from 7:00 a.m. – the request must be submitted by 7 p.m. on the preceding day;
- from 3:00 p.m. – the request must be submitted by 11:00 a.m. on the same day;

The above arrangements may also be agreed directly with the relevant Quay Managers/Coordinators.