

**RULES AND REGULATIONS FOR COOPERATION
WITH PARTIES ORDERING SERVICES FROM
PORT GDAŃSKI EKSPLOATACJA SPÓŁKA AKCYJNA**

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§1

GENERAL PROVISIONS

1. The provisions of these Rules and Regulations shall apply to all customers of the company “Port Gdański Eksploatacja” S.A., further herein PGE.
2. The Rules and Regulations shall be in force in the year 2020.
3. The provisions of these Rules and Regulations relating to customers shall apply to persons acting on their behalf and account.
4. This document was approved by Resolution No. 01/XII/2019 by the Management Board of the company Port Gdański Eksploatacja, an original of which is on file at the company’s head office.

§2

CONTRACTING SERVICES

1. PGE renders services under a written or electronic order including a signature or a stamp/seal or submitted in another PGE approved form. The Counterparty’s obligation to make a timely payment to PGE for contracted services arises upon PGE’s confirming the order.
2. A contracting party is at the same time a payer for PGE services unless the parties have agreed otherwise.
3. All cargo services and/or sea/land/inland means of transportation carrying the cargo within the area of PGE operations shall be rendered by PGE only, unless PGE should decide otherwise.
4. Transshipment operations take place at the beginning of a work shift (pursuant to § 9.1) or during a work shift upon the Contracting party’s appropriate request placed at least four hours prior to the commencement of a work shift and upon agreeing on the costs of gang idle time. In absence of such agreements, PGE shall charge the contracting party with the costs of working groups’ idle time.
5. Acceptance of an order without reservations shall be tantamount to conclusion of an agreement for services specified in an order. If an objection is made, the Parties shall immediately agree on the final content of the order.

6. Unless the parties have agreed otherwise, an order is accepted when the party accepting an order has placed a stamp, signatures, date and time on the ordering party's copy of the order.
7. If obstacles or difficulties should occur in the course of performance of an order about which neither one of the parties or one of them knew at the time of conclusion of the agreement, then both parties shall be obligated to agree on a further course of action.
8. The ordering party shall make amendments or additions to orders in writing or electronically in the manner provided for orders including the date and reference number of the main order.
9. PGE shall be obligated to perform the commissioned activities within the deadlines agreed. In the case of non-performance of an order for loading the cargo that is ready for shipment due to lack of technical capability or staff, PGE shall not charge storage fees for the period between the agreed commencement time of the service and the actual commencement thereof.
10. An order for handling a ship (notification of arrival/departure) shall include:
 - the name of the vessel, and its flag and radio call sign;
 - the type of vessel and parameters thereof (overall length, maximum width, maximum draught in fresh water), the draught of the ship on entering the port and on departure;
 - the gross tonnage of the ship (GT);
 - the name of the port from which the vessel arrived and/or the name of the port which the vessel will enter;
 - the quantity and type of cargo to be unloaded/loaded by PGE;
 - the name and address of the owner or the charterer and of the agent, indicating the payer for the services ordered.
11. PGE shall accept a ship for handling based on "no despatch/ no demurrage" rules unless the parties should agree otherwise.
12. Ultimately, it is the General Coordinator who decides on accepting a ship for handling at a given time and place.
13. If a discrepancy is found between the technical parameters of a ship and the actual state, PGE shall have the right to refuse accepting an order for handling.

14. The agent of a ship shall hold a written power of attorney to act on behalf of a ship owner or a charterer and shall secure the amounts due to PGE relating to the handling of the ship prior to its departure from the port.
15. The party commissioning the service is obligated to provide in their order all information about the cargo (name, weight, capacity, quantity, type and description of the packaging, a specification of heavy or bulky goods together with their dimensions, if applicable, and in the case of the IMO class, a material safety data sheet in a local language (Polish) and: the cargo's country of origin, the cargo's destination country, the name of the vessel, its port of destination – this applies to orders A, C, and receipts B – described in **Attachment No. 2 to the Rules and Regulations**). In the case of reloading of chemical substances and mixtures, in particular those classified as hazardous, the ordering party shall be obligated to deliver prior to reloading a safety data sheet in a local language in which the reloading takes place.
16. At discharging from a vessel, the party ordering a service shall fill out an order for unloading with a manifest in Polish. At loading onto a vessel, the ordering party shall fill out in Polish an order for loading with a loading list in three counterparts. A manifest of cargo upon discharging and a cargo list upon loading shall constitute part of the order. Cargo lists shall include warehouse certificates reference numbers and a specification of places of unloading of the cargo.
17. If a cargo was declared without giving its characteristics, PGE shall store it without taking into account its characteristics. At the time of accepting a cargo, when requesting a dispatch according to characteristics, the ordering party should first request that the cargo be sorted in port warehouses. Sorting, weighing, and other works during reloading shall depend on PGE's technical capabilities.
18. Placement of a service order or a cancellation thereof shall be submitted within 4 hours prior to the commencement of a work shift to perform the work at the latest, however no later than 7 days prior to completion of the service. In the event of ordering work during shift 1, the order should be placed by 11:00 a.m. on the day preceding shift 1. The above shall not apply to heavy cargo being reloaded by a floating crane, the reloading time of which shall be each time agreed upon with PGE.

19. Orders or cancellations of orders for services to be performed on Saturdays, Sundays or holidays shall be made by 11:00 a.m. on Fridays or a day preceding a public holiday (when not preceded by days off work) – for other shifts.
20. The ordering party shall bear the costs of gang idle time and the costs of operation of cargo handling equipment in the event of their failure to cancel an order within the above-mentioned time limits or cancelling an order after the said deadlines and in the case of their failure to perform forwarding, customs, brokerage activities on time or in the event of a delay in the ship's arrival. A list of breaks drawn up by PGE shall constitute grounds for such charges.
21. An order for other services to be rendered by PGE shall include a detailed description of such services and the scope thereof.
22. An order for services to be rendered on Saturdays, Sundays and holidays shall become valid upon PGE's approval thereof expressed in writing.
23. If in order to secure the cargo it is necessary to use fumigated dunnage materials, the ordering party shall be obligated to notify PGE about the fact prior to handling the ship at least two weeks in advance.
24. The order performed by PGE must be signed by the ordering party within 3 (three) working days at the latest for servicing cargos in bulk and at servicing general cargos within 3 (three) working days from completion of an order. If this obligation is not fulfilled and reservations not reported (within the indicated deadline), PGE shall be entitled to issue an invoice for the performed services without confirmation (a signature).
25. Orders of cargo handling in import (in the case of lack of special terms and conditions of trade agreements) shall be closed upon discharging a B/L lot or on the last day of the month.
26. Receipts B for cargo handling in export shall be closed upon acceptance of a B/L lot or on the last day of a month.
27. Orders of land cargo handling shall be closed upon acceptance of a part of a cargo or on the last day of a month.

§3

LIABILITY OF THE PARTIES

1. Liabilities of PGE are set forth in the provisions of the Rules and Regulations. Generally applicable provisions of law shall apply to the matters that are not regulated herein.
2. PGE shall be liable for vessel's demurrage caused by PGE's proven fault only when PGE should take upon itself such a responsibility based on the established conditions.
3. PGE shall be obligated to unload/load a cargo pursuant to the stowage plan delivered and agreed upon with PGE and in consultation with the ship's management responsible for loading/unloading. In the case where a cargo in a hold / on a means of land transportation is mixed, then PGE shall have a right to suspend the cargo loading and shall be obligated to draw up an appropriate report on the mixed cargo in the vessel's holds/ on a land means of transportation. The report shall be signed by the party ordering the service, the ship owner/carrier or by a representative thereof, PGE, and other interested institutions engaged in the trading of goods in the port. PGE shall continue to service cargoes upon the receipt of a sorting order or upon their receipt of a mixed cargo service order. The sorting costs and possible other costs, *e.g.* storage costs, shall be covered by the ordering party.
4. PGE shall be liable for the losses and damages caused by its proven fault that occurred during handling of the cargo; the burden of proof, however, rests with the ordering party.
5. In particular, PGE shall not be liable when the losses and damages to the cargo are caused by:
 - a/ waste in weight, dissipation, breakage, corrosion, spoiling, penetration through the packaging, or a leak caused by the cargo's properties;
 - b/ lack of insufficient state of normal commercial packaging;
 - c/ the influence of weather or other external conditions if the cargo is stored normally or in accordance with an agreement outdoors or in partly open facilities (sheds), or when the operator of the cargo manipulates or repackages it;
 - d/ a change in physical-chemical properties preventing normal and correct service within the port area.
6. All damages must be reported in writing immediately and at the latest by the end of a shift during which the service was rendered. A representative of the ordering party shall sign the report.

7. The overall PGE's responsibility for damages to the goods shall be limited to the amount being an equivalent of EUR 10,000 unless the parties should agree otherwise.
8. PGE shall not be liable for:
- a/ damages and/or losses caused by force majeure;
 - b/ damages and/or losses caused by strikes of the port employees and/or contractors;
 - c/ losses caused by the delayed arrival of sea, land or inland waterways means of transportation participating in the transportation of a cargo;
 - d/ the effects caused by regulations or actions of the public administration authorities;
 - e/ possible damages caused by administration of first aid to which PGE was obligated in the interest of the port's safety to the extent necessary;
 - f/ the condition of the cargo stored outdoors in the case where the ordering party has not reserved a different way of storage (§ 3.5c);
 - g/ differences in the tonnage of cargos stored in bulk outdoors and taken into a warehouse based on a declared weight without an order to weigh;
 - h/ the effects that can take place in connection with the factually inaccurate information submitted by the party ordering services;
 - i/ downtimes stemming from the weather making it impossible or hindering correct and in compliance with agreements performance of the services;
 - j/ damages resulting from electric power, waterworks and heating system failure;
 - k/ timely handling of heavy lifts by means of floating cranes, in the event of:
 - adverse weather conditions,
 - without prior agreement with PGE of a time for handling pursuant to § 2.18 and § 2.19;
 - l/ damages involving loss of benefits which the ordering party or any other third person could have obtained if the damage had not been done and in the event of the ordering party's incorrect declaration of the weight, type, or physical properties of the cargo as well as other data that are necessary for proper performance of the service, and lack of an amendment thereto within 2 hours prior to the commencement of rendering the service;
 - m/ at handling bulk cargo and metal scrap, for damages to objects and equipment which are located in holds under the cargo, *e.g.* spare bolts, filler materials, protruding handles, tank and manhole covers, a shaft tunnel, unevenness of the floor in the hold, ladders, *etc.*;

- n/ downtime and wagon demurrages non-attributable to PGE;
 - o/ in the case where PGE receives an order for work on public holidays, PGE shall not bear liability for insufficient flow of information between the ship owner and forwarder concerning the content of the order for PGE services on a day off;
 - p/ damages and / or losses resulting from non-performance or improper performance of obligations due to reasons related to the state of the epidemic / epidemic threat / state of emergency;
9. The service ordering party shall be liable for the correctness of data in the order, in particular for all damages caused by erroneous or insufficient data in documents or provided in a different manner and for the damages caused by the fault of his employees or authorized persons.
 10. The party ordering the service shall be liable for financial effects resulting from lack of readiness and/or malfunction of a vessel, *e.g.* workers' idle time, transportation, *etc.*
 11. The party ordering the service shall be liable for observing traffic rules, especially maximum authorized capacity of the means of land transport and containers. The ordering party shall have a duty to specify in the order sent to PGE the gross authorized mass. In the case of his failure to fulfil the above duty or in the case of lack of the duty to weigh the cargo being reloaded onto the means of land transport departing from the PGE area, all costs relating to exceeding the authorized total weight of the means of transport/containers shall be borne by the ordering party.

§4

VESSEL HANDLING

1. A sea carrier shall be obligated to give the PGE's Main Coordinator advance notice of the ship's arrival date and obtain from him a written acceptance concerning the time the vessel will approach, the technical conditions, and handling conditions.
2. To ensure smooth unloading of the vessel, the sea carrier shall be obligated to give PGE and the forwarder appropriate advance notice about the heavy and/or bulky goods that the vessel can unload with its own equipment and about hazardous cargoes that should be unloaded according to the regulations being currently in force in ports and Polish regulations concerning transshipment of hazardous cargo.

3. Upon PGE's request, a sea carrier shall be obligated to provide information about whether the vessel has its own transshipment equipment and cargo handling fittings that are ready for use in individual holds. Furthermore, a sea carrier should inform PGE about the cargo on board the vessel and in the upper layers of individual holds to be transhipped as the first one.
4. When taking a vessel carrying hazardous cargo into the port, the carrier should submit to PGE the name of the vessel, the quantity and properties of hazardous goods, and specify the IMO class up to 7 (seven) days in advance.
5. A vessel may submit a Notice of Readiness (NOR) only when it is ready for cargo handling and after inward clearance and upon receipt of competent authorities' permission to commence cargo handling unless the agreement provides otherwise. PGE accepts NORs on working days from 08:00 a.m. to 04:00 p.m.
6. PGE and/or the vessel manager in consultation with the shipper / consignee and/or PGE shall take a decision on ceasing loading due to adverse weather conditions.
7. Upon prior acceptance of a vessel agent, PGE can engage the vessel's loading facilities and the necessary loading fittings unless the agreement provides otherwise. Accountability for their technical capacity and readiness to work shall rest on the sea carrier. PGE shall not be liable for any damages resulting from malfunctions or non-readiness to use the vessel's throughput facilities or its loading fittings.
8. Carrier's claims for damages of the vessel during loading should be communicated to PGE as soon as they become known not later, however, than before the end of a shift during which the damages took place. The case and extent of the damage should be established in a bilateral report. PGE shall be obligated to repair any damage caused (exclusive of § 3.8-m) immediately after it has been reported and, if it is not possible due to the on-going throughput works, immediately after their completion no later than by the vessel's departure from the port unless the parties agreed otherwise.
9. PGE shall immediately notify the ship manager, the Chief Port Dispatcher, the agent, and the Port Master about the identified damages to the quay or port facilities caused by a ship, in either case prior to the ship's departure from the port. Further proceedings shall be conducted by ZMPG's or PGE's damage officer depending on the owner of the damaged property.

§5

CARGO HANDLING

1. Loading onto a vessel and landing from a vessel shall mean moving a cargo from the inside/ of one vessel to the ship's side of another vessel (excluding mounting and securing costs) or *vice versa*.
2. Direct transshipment works shall mean moving a cargo from a land or inland means of transportation to the side of a vessel or *vice versa*.
3. Indirect transshipment works shall mean moving a cargo from a land or inland means of transportation to a yard/port warehouse and then from the yard/port warehouse to the side of a vessel or *vice versa*.
4. Handling operations shall mean additional works usually performed in ports during or outside of cargo handling.
5. Services paid by the hour and provided using mechanical equipment or on-shore devices belonging to PGE shall be possible after placing a separate order and obtaining the approval of PGE. Fees for these services and the manner of placing orders are set forth in **Attachments No. 3 to the Rules and Regulations**.
6. When taking the means of land and inland transport carrying hazardous cargo into the port, the forwarder shall provide PGE with the quantity of the means of transport, the quantity and properties of hazardous goods, and shall specify their IMO classes 7 (seven) days in advance.
7. The duration of interruptions caused by weather conditions shall be increased by the time necessary to cover and uncover the hold.
8. The persons who discharge and accept and the controlling entities acting on their behalf shall state on an on-going basis the quantity of handled goods during a given work shift and countersign the results of their calculations in the documents/tally sheets issued. The parties shall cooperate in this respect and the initiative to obtain a countersignature rests on the person discharging the goods and/or on the controlling entity acting on behalf of the discharger. Countersigning shall be carried out successively, during every break and after the end of a shift or completion of a given work at the latest. Control entities shall submit to the ordering party tally sheets immediately after completion of the count.
9. If the count is made on a vessel by its crewmembers, then the same rules of countersigning shall apply to the crewmembers as to the employees of the control entity.

10. Counting of goods under customs supervision shall take place with the participation of customs officers unless the Customs Office should waive their participation in the counting activities.
11. In the event of a dispute between the parties concerning the condition of the goods and packaging thereof, each of the parties shall have a right to summon a professional valuer.
12. In the event where outside damages were found to the goods or packaging on board of a vessel prior to their unloading or in the course thereof, then, prior to unloading from the vessel of the damaged pieces, PGE shall be obligated to write up a report on the damages. The report shall be agreed with the representatives of the vessel, customs office, and the recipient of the cargo if PGE acts on his behalf. PGE shall notify the forwarder about the disclosed damage of goods.
13. In the event where there are discrepancies between the information in the manifest (or bill of landing) and the factual state in the direct handling, the forwarder shall, prior to the vessel departing the port, together with representatives of the vessel manager and the customs office, draw up a report. In the case of indirect handling, the report shall be drawn up by PGE.
14. Handing a report on damages to the carrier shall be tantamount to his being notified about damage to the cargo. Such a notification on visible damages or losses in the cargo should take place immediately, and a report on damages or losses that are not visible on the surface – within five working days from the receipt of the cargo. A copy of the report on damages or a report on discrepancies delivered to the interested party shall be tantamount to one's lodging a preliminary complaint.
15. Based on the submitted documents, a sea carrier together with the customs office and PGE shall sign immediately, no later prior to moving the vessel to another place of work or prior to its departure from the port, a report concerning the cargos that:
 - a) were unloaded in the quantity exceeding or lower than the ones declared in the manifest;
 - b) were not unloaded from the vessel but were listed in the manifest or were unloaded outside the manifest.

In the case where a vessel should place in the warehouse goods that were not listed in the manifest, then PGE shall draw up a warehouse receipt and relevant minutes. Representatives of the vessel, PGE, and of the customs office shall sign such documents.

16. A report shall also be written in the event of discovery of pieces with an unknown contents, with differences in markings and numbering of individual pieces, and in respect of weight of the cargo; the person depositing goods in the warehouse shall be obligated to identify the cargo prior to unloading it in the storage yard.
17. Reports shall be drawn up by PGE (this shall not apply to direct cargo for which the reports are written by the forwarder).
18. When loading goods onto railcars/vehicles, the forwarder shall submit to PGE an order together with a specification of the goods to be loaded onto railcars/vehicles. The specification shall include identification numbers and characteristics of the wagons as well as the quantity of units and/or weight of the goods.
19. When loading goods onto wagons/vehicles, the forwarder shall submit the same data to the controlling entity, if the forwarder commissioned such an entity, in order to control the PGE's appropriate loading of the wagons/vehicles. In such a case, the controlling entity, which states the quantity or transported weight of the cargo loaded to individual wagons/vehicles, shall communicate to the working crew about the completion of loading the wagons/vehicles.
20. PGE shall agree with the sea carrier (cargo officer) and the forwarder a loading schedule based on a cargo list and the order received to load individual volumes of the cargo on the bill of landing.
21. Preparing a volume of a cargo shall mean:
 - a) grouping together of a cargo covered by one bill of landing;
 - b) carrying out necessary handling (storing, repairs of damaged packing, *etc.*);
 - c) carrying out standardization;
 - d) drawing up export documents;
 - e) obtaining customs and sanitary clearance, *etc.*;
 - f) completing all other formalities allowing immediate loading of the cargo.
22. In the case where loads of mixed cargo should arrive, PGE shall perform segregation upon the forwarder's request, which PGE should receive in due time in order to complete the segregation before loading the cargo onto the vessel.
23. Upon completion of loading of a part of a B/L lot, the forwarder or a controlling entity acting upon the forwarder's request in direct handling and PGE in indirect handling shall be obligated to communicate the fact to the cargo officer or the controlling entity acting

upon the sea carrier's request in order to proper separate individual lots of the cargo on the vessel.

24. In the case where a B/L lot is handled in instalments, which can take place only upon the consent of a sea carrier, the forwarder in direct handling and PGE in indirect handling shall be obligated to notify the cargo officer about the quantity loaded in a given part of the lot.
25. The cargo officer shall not accept any part of a cargo for which he has not received a mate's receipt and which is not on the loading list. The cargo officer shall be obligated to write on the copy of the mate's receipt intended for PGE a place in the hold in which the cargo to be located and issue the copy to PGE. Immediately upon loading a given lot of the goods onto a vessel, a cargo officer shall confirm on the mate's receipt the loading of the goods and issue an original thereof to the loader and a copy to PGE.
26. The goods that are not on a loading list may be loaded and accepted only upon prior agreement with the sea carrier who is obligated to inform PGE about this additional cargo.
27. The forwarder shall attach the PGE's copy of the mate's receipt to the receipt of the acceptance and to the order to load a cargo onto a vessel.
28. Upon an agreement with the cargo officer regarding the sequence and time of loading, PGE shall discharge from the warehouse individual B/L lots, reporting to the cargo officer or to a controller working upon a sea carrier's request the commencement and completion of discharging each of the lots from the warehouse onto the vessel.
29. If loading of one B/L lot from the yard should take more than one work shift, then the sea carrier shall confirm with PGE the quantity of the load accepted during a given work shift by countersigning the calculation thereof.

In direct handling when loading one lot takes longer than one work shift, the sea carrier shall confirm with the forwarder the quantity of the cargo accepted during a given work shift by countersigning a proof of calculations.

The above shall also apply during all breaks in cargo handling that occur during a work shift.
30. The forwarder shall sign a mate's receipt immediately after completion of a work shift and after signing the mate's receipt, copying from the mate's receipt onto the acceptance receipt possible notes from the mate's receipt.

31. The recipient of dunnage and protective materials shall confirm their receipt on the receipt submitted by PGE when the materials are delivered.
32. PGE shall be obligated to submit a receipt confirming his performance of the additional works he was commissioned with or breaks in work that are not included in the agreement or an offer immediately upon their occurrence no later than during a given work shift.
33. Upon request, PGE shall perform direct handling of appropriately prepared dunnage or protective separation materials. Storage of such materials in the port can take place under an agreement between PGE and a carrier or a freight broker.

§6

STORAGE OF CARGO

1. PGE shall accept a cargo to a warehouse / storage yard in compliance with the regulations concerning safety of the port and a cargo.
2. PGE shall confirm to the storing party on Receipt B the cargo's actual state immediately after depositing a given lot to the warehouse / storage yard.
3. If a cargo was counted by the depositing party, the parties shall countersign proofs of its counting.
4. PGE shall accept to the warehouse / storage yard mass loads according to their weight provided in their bills of landing.
5. In the case where a cargo that was picked up from a given Receipt B should return to the warehouse, it shall be stored on the basis of a new Receipt B making a reference to the previous Receipt B.
6. PGE does not insure cargos stored within the port area.
7. PGE shall be obligated to discharge a cargo from the warehouse/storage yard in accordance with the order received.
8. The forwarder or a recipient of a cargo shall have a duty to present to PGE a customs bill of landing as proof of the right to handle the load during storage. In the case where a B/L lot should be collected in full or in a few instalments, the forwarder shall present an appropriate proof of customs clearance upon collection of each lot.

§7

ROAD TRANSPORT

1. The ordering party shall give a notification of means of transport for services to be rendered after 03:00 p.m. before 11:00 a.m. on the same day and before 07:00 p.m. for services after 07:00 a.m. on the following day. PGE shall confirm the acceptance and implementation of the notification in writing.
2. A written notification shall include all information PGE needs to prepare the documentation of accepting a cargo to the warehouse/storage yard or to load the cargo onto a vessel.
3. In the absence of the transportation means given in the notification and the occurrence of gang idle time, PGE shall draw up an appropriate report stating the cause and the duration of the downtime. PGE shall inform the service ordering party in writing about the fact and charge the party with idle time costs.

§8

RAIL TRANSPORT

1. The rules of cooperation are based on the Act on Rail Transport, the Rules and Regulations of railway sidings operation, and agreements between the carrier, PGE, and forwarders.
2. The party ordering the services has a duty to send to PGE notifications on the arrival of a train set 48 hours in advance.
3. In the case of lack of a timely provision of a train set mentioned in the notification and the occurrence of gang idle times, PGE shall draw up an appropriate report confirming the downtime. PGE shall notify the party ordering the services in writing about the said fact and charge the party with idle time costs.
4. From the time of accepting the wagons under transfer notes until handing them over to the rail carrier under the notification on ready wagons, the wagons shall remain under PGE supervision.
5. PGE shall secure the loaded wagons in compliance with the order received.

6. The handover of wagons shall take place in the presence of representatives of a rail carrier and PGE and, in the case of loads being under customs supervision, also in the presence of a representative of the customs office.
7. In the case where PGE should find during acceptance of the wagons that there are damages to the wagons, leakages or other outwardly visible traces of loss or damage to the cargo, broken or missing seals, PGE shall place appropriate remarks in the transfer note.
Such a wagon can be opened and unloaded only in the presence of the rail carrier who shall make an official record of the state of the shipment.
8. Customs seals shall be removed in the presence of a customs officer. In the event of one's noticing – upon opening of a wagon or during the unloading – any damages, leakages, lacks in quantity *etc.*, PGE shall immediately put the unloading on hold and shall notify the forwarder about the fact, who shall call upon the rail carrier to prepare a report on partial loss or damage to the shipment. Until the arrival of a representative of the rail carrier and the drawing up of a report stating a partial loss or damage to the shipment, the cargo should remain in the wagon in the condition in which it was at the time at which the damage was noticed. PGE and the controlling entity acting on behalf of the forwarder shall inform each other about every case of a located damage to the cargo.
9. As a user of rail sidings: WOC/Nabrzeże Oliwskie, and as a manager of rail sidings: Nabrzeże Wiślane/Szczecińskie and Basen Górniczy, PGE does not charge fees for their use by rail carriers to deliver or collect wagons “to” or “from” loading and unloading tracks located in the rail sidings area.
10. All derogations from these provisions must be agreed upon and confirmed in a form that will allow a resolution of possible disputes.
11. A rail carrier can enter the PGE area only with the “Declaration of a co-user of rail sidings” approved by PKP PLK and PGE.

§9

GENERAL INFORMATION AND PROVISIONS

1. At PGE a three shift work system is in place:

- shift 1: work from 11:00 p.m. to 07:00 a.m.,
- shift 2: work from 07:00 a.m. to 03:00 p.m.,
- shift 3: work from 03:00 p.m. to 11:00 p.m.

At PGE all Saturdays, Sundays, and public holidays are days off work.

2. Public holidays are:

- *January 1st – New Year*
- *January 6th – Three Wise Man*
- *Easter Sunday*
- *Easter Monday*
- *May 1st – public holiday*
- *May 3rd – Constitution Day*
- *First day of Pentecost*
- *Corpus Christi*
- *August 15th – Assumption of Mary*
- *November 1st – All Saints' Day*
- *November 11th – Independence Day*
- *December 24th from 03:00 p.m. – Christmas Eve*
- *December 25th – Christmas Day*
- *December 26th – Boxing Day*
- *December 31st from 03:00 p.m. – New Year's Eve*

3. Handling operations commence upon the beginning of work shifts. Work can start at a different time upon mutual agreement only.

§10
SETTLEMENTS

1. The rates of charges expressed in EUR shall be calculated into PLN or another payment currency based on the table of average exchange rates at the National Bank of Poland on the day of completion of the service.
2. VAT tax shall be added to the fees for PGE services at the rate being in force on the day of completion of a service.
3. All fees expressed in percentages shall be charged at the agreed commercial rates or at the rates agreed upon in separate agreements or arrangements.
4. Charges for PGE services shall depend on the type of cargo, the size of a lot, a contract, and shall stem from the agreements with the Sales Department (written form is required).
5. All rates for PGE's services offered or performed shall be in writing as an offer or constitute part of an agreement between and by the parties.
6. Unless the parties agree otherwise, PGE's receivables shall be paid immediately upon the receipt of an invoice no later than within 14 days from the date of issue.
7. PGE reserves the right to request a prepayment of 100% from the ordering party to make prior to PGE's acceptance of an order.
8. For the purposes of calculating charges, the cargo weight shall be rounded up to full 100 kg.
When calculating charges when the cargo weight is expressed in measurement units other than the weight in tonnes, each 1/10 part of a given measurement unit shall be deemed as a full unit.
9. The basis for calculating charges for general cargo during loading and handling shall be the gross weight given in the order, which should be in line with the weight given in the bill of landing, and failing that, in the manifest or in the bill of landing.
10. The basis for establishing weight of general cargo during loading and handling shall be the gross weight given in the order.
11. For bulk cargo, the basis for establishing weight of a cargo during loading/unloading and handling shall be the weight indicated in the bill of landing, land transport documents, or on weighing receipts from a PGE calibrated scale.

12. Mooring charges shall be collected on the vessel's gross tonnage (V) obtained by multiplying the vessel's overall length (L), width (B) and draught as per summer mark (D) expressed in metres and centimetres included in the tonnage certificate or a certificate of register; for calculating charges, the vessel's gross tonnage (V) shall be rounded up to full 1m³. In the case of a dispute, the data of Lloyd's Shipping Register shall prevail.
13. PGE reserves the right to collect 100% of a prepayment for mooring. In the case where there is a need to provide space at a quay for another vessel, the vessel that extends its berth shall be shifted to another berth under a decision of PGE General Coordinator in consultation with the Port Chief Dispatcher. The costs connected with the change of berth (towing, pilotage, mooring) shall be paid by the party ordering a ship service or the ship owner depending on which party is at fault.
14. PGE reserves the right to refuse to provide the service of mooring/unmooring on Saturdays, Sundays, and public holidays.
15. Charges for mooring/unmooring (base rate) shall depend on the tonnage of a vessel according to the "Table of Charges for mooring and unmooring of a vessel" included in **Attachment No. 1 to the Rules and Regulations**.
16. Gang idle time for reasons independent of PGE shall be subject to a charge based on the number of work-hours.
17. PGE reserves the right to change the rates in these Rules and Regulations as well as in offers and agreements.

§11

FEE STRUCTURE

1. If the fees for PGE services do not include labour costs and costs of materials used for stowage and protection of a cargo, then the charges for actual use of dunnage shall be settled based on the rates provided by the PGE Sales Department.
2. Handling fees shall be invoiced regardless of whether a service is rendered with the use of ship's cranes or port equipment.
3. Stoppages and the costs stemming from malfunctions of ship's equipment, *e.g.* gang idle time, transportation, removing hatch covers, *etc.* shall be borne by the party ordering services.

4. Short-term storage fees, *i.e.* for storage not exceeding one month, shall be invoiced upon the pick-up of the cargo from the storage yard or the warehouse. In the case of storage for more than one month, the storage fees shall be charged on the last day of a calendar month that constitutes a billing month. No public holiday surcharge shall be invoiced for storage services.
5. A storage period runs from the day from the first day of storing up to the day of delivery of the cargo from the warehouse or the yard. The last day of discharge of a B/L lot from the vessel shall be considered as the first day of storing.
The day of commencement of loading a vessel shall be the day of delivery in export. When loading onto or unloading from another means of transport, the quantities of goods received or delivered in a given day shall apply.
6. The gross weight of a cargo shall be the base for calculating the charges.
7. When loading onto or unloading from the vessel, the storage periods shall be counted without interruptions.
8. Covering cargoes stored in yards with tarps or foil shall be settled according to the costs of effectively used materials and labour.
9. PGE handling charges apply to loads in an undamaged condition that do not cause additional difficulties in work and are transported in standard holds. Otherwise, additional charges shall be invoiced in accordance with § 12 points 4 and 5.
The parties shall determine whether a cargo is in a non-trading condition or difficult to load/unload by way of a report signed by both parties and in the event of a dispute on the basis of the results of a test carried out by an expert.
10. In the case of handling small tonnage lots, PGE reserves the right to charge fees based on the cost of man-hours and/or tonnage.

§12

ADDITIONAL CHARGES

1. For PGE services rendered on Saturdays, Sundays and holidays, the following surcharges shall be added to the agreed rates:
 - a. servicing mix cargo together with ordered handling operations (with servicing a load of at least 400 tones/commenced work shift):
 - 80% for work on Saturdays;

- 100% for work on Sundays;
- 150% for work on public holidays;
- b. handling works settled on the basis of effectively used man-hours only:
the rates for additions shall be agreed upon separately;
- c. servicing cargo in bulk with the assumption of servicing a minimum load of 600 tonnes/commenced work-shift (pertains to bulk cargo resistant to weather conditions only):
 - 40% for work on Saturdays;
 - 60% for work on Sundays;
 - 150 % for work on public holidays.

In the case of servicing bulk cargos servicing of which is impossible due to adverse weather conditions, separate holiday rates shall apply.

2. A holiday surcharge for activities performed by PGE on days off work shall be calculated as an aggregate fee, *i.e.* including other surcharges.
3. PGE shall charge a fixed fee of PLN 2,000.00 for engaging a so-called “night gang” to provide commissioned services of a load of less than 100 tonnes and performed during shift 1 on working days.

The above pertains to handling a cargo in land transport only (means of land transport—warehouse/storage yard or *vice versa*).

4. For work in rooms with difficult access PGE shall charge a 25% surcharge on loading or unloading fees. The hard-to-access areas shall mean: bow hatches, baggage holds, holds with uneven floor levels in relation to the hatch square, holds with tank lids in the floor, holds smaller than 20 m² or holds whose dimensions are smaller than 2.30 m x 2.70 m (except for wood carrier vessels where the minimum hatch dimension is 2.6 m x 3.05 m), bunker tanks, deep tanks, chilled storage areas located laterally and separately closed, stern superstructures, upper decks and places which have not been designed for a regular cargo transport or the places which make it impossible to operate handling facilities in a regular mode.
5. For handling cargoes unfit for trade and for difficult loading/unloading (§11.9) in the meaning of port transshipment technology, PGE shall collect a surcharge of 30% of relevant rates on the total quantity of a cargo in a given room (wagon, hold, barge)

regardless of the degree of difficulty in relation to bulk cargoes or a specific bill of lading lot in relation of general cargoes.

6. In the case of significant handling difficulties arising from the cargo specificity, PGE reserves the right to charge a surcharge covering the costs of labour and PGE loading equipment (agreed on separately according to effective usage).
7. For handling a cargo from one vessel to another vessel (moored ship's side – ship's side) or from one hold to another hold (next to each other), a loading and unloading fee with a 20% surcharge will be charged.
8. For handling a cargo within one hold, a loading fee with a surcharge of 15% shall be charged.
9. For servicing general cargoes whose cubic factor exceeds 5, PGE reserves the right to charge a 20% surcharge to basis rates.
10. For handling hazardous cargo (IMO cargo in classes 1-9), basic rates shall be increased by 100%.
11. Separate regulations of order by the State Authorities apply to loading, unloading, transshipments, and storing as well as transport of hazardous cargo within the port.
12. Loading, unloading, and transshipment of load failure shall be made based on separate arrangements.



Appendix No 1

TARIFF 2021

Mooring and unmooring of vessel

Rates valid from 01.01.2021

Surcharges for working on weeknds and holidays:

Saturday - 60%
Sunday - 80%
Solemn and Public
Holidays - 100%

No	Vessel capacity [m3]		Currency EUR
	from	to	rates for working days /excluded VAT tax
1.	0	2 000	37
2.	2 001	3 000	54
3.	3 001	4 000	63
4.	4 001	5 000	68
5.	5 001	6 000	84
6.	6 001	7 000	92
7.	7 001	8 000	101
8.	8 001	9 000	118
9.	9 001	10 000	128
10.	10 001	11 000	137
11.	11 001	12 000	144
12.	12 001	13 000	152
13.	13 001	14 000	171
14.	14 001	15 000	188
15.	15 001	16 000	205
16.	16 001	17 000	210
17.	17 001	18 000	243
18.	18 001	19 000	259
19.	19 001	20 000	268
20.	20 001	22 000	285
21.	22 001	24 000	300
22.	24 001	26 000	315
23.	26 001	28 000	331
24.	28 001	30 000	346
25.	30 001	32 000	365

26.	32 001	34 000	382
27.	34 001	36 000	399
28.	36 001	38 000	415
29.	38 001	40 000	446
30.	40 001	42 000	482
31.	42 001	44 000	513
32.	44 001	46 000	546
33.	46 001	48 000	578
34.	48 001	50 000	611
35.	50 001	52 000	661
36.	52 001	54 000	694
37.	54 001	56 000	727
38.	56 001	58 000	760
39.	58 001	60 000	794
40.	60 001	62 000	822
41.	62 001	64 000	855
42.	64 001	66 000	916
43.	66 001	68 000	954
44.	68 001	70 000	987
45.	70 001	75 000	1 019
46.	75 001	80 000	1 052
47.	80 001	85 000	1 085
48.	85 001	90 000	1 118
49.	90 001	95 000	1 151
50.	95 001	100 000	1 183
51.	100 001	110 000	1 233
52.	110 001	120 000	1 283
53.	120 001	130 000	1 332
54.	130 001	140 000	1 380
55.	140 001	150 000	1 430
56.	150 001	160 000	1 480
57.	160 001	170 000	1 530
58.	170 001	180 000	1 578
59.	180 001	190 000	1 644
60.	190 001	200 000	1 709
61.	200 001	250 000	1 776
62.	250 001	300 000	1 841
63.	300 001	350 000	1 907
64.	350 001	more	negotiable

ATTACHMENT No. 2

ORDERING SERVICES - DEFINITIONS

Order A – an order for:

- unloading (stowage, trimming), inside of the vessel – ship’s side,
- direct handling: ship’s side – means of inland/waterway transport,

- Handling and dunnage work:

service work on account of the vessel and work on Saturdays, Sundays, and holidays; transporting goods within the port by all means of land and waterways transport; hiring cargo handling equipment and floating units (**Interactive Order A**).

Receipt B – Order for handling and storage (indirect handling works from ship’s side to storage yard/warehouse or from land means of transport to storage yard/warehouse).

The document constitutes a storage receipt / warehouse receipt.

Receipts B shall be delivered by the ordering party and include information about the cargo and then filled out by PGE based on the manifest or B/L (**Interactive Receipt B**).

Order C or A/C – An order for discharging a cargo from the storage (it constitutes proof of discharge/release and receipt of the cargo) and reloading in landing relation. (Interactive Order AC).



APPENDIX NO. 3

**HOURLY SERVICE FEES FOR OPERATION OF PGE S.A. POWER MACHINES
& EQUIPMENT**

Valid from 01/04/2020

#	MACHINE TYPE	Fee PLN/H /w/o VAT/
1.	Stacker, 2.5 tons	250
2.	Stacker, cap. 2.5 to 10 tons	300
3.	Stacker, cap. 10 to 16 tons	340
4.	Stacker, cap. 16 to 25 tons	420
5.	Stacker, cap. 25 to 32 tons	500
6.	Loader, cap. 1.5 m ³	290
7.	Loader, cap. 1.5 m ³ to 6 m ³	360
8.	Mobile crane, min. cap. 30 tons	450
9.	Mobile crane, cap. 30 to 60 tons	650
10.	Mobile crane, cap. 60 to 100 tons	850
11.	Fixed crane, cap. 3 to 6 tons	350
12.	Fixed crane, cap. 6 to 8 tons	450
13.	Fixed crane, cap. 8 to 16 tons	550
14.	Fixed crane, cap. 16 to 40 tons	750
15.	Container gantry	950
16.	Container straddle carrier	450
18.	Reachstacker (max container weight 10 tons)	450
19.	Reachstacker (max container weight 40 tons)	650
20.	Trailers and semis	100
21.	Tractor	250
22.	Sweeper, washer	250
23.	Rail engine	500

Conditions:

- The unit fee is billed per every hour of operation on working days;
- Service availability and pricing on weekends and official public (state and church) holidays: to be negotiated individually;
- The fees include the operator's labour.



The availability of service with the listed power equipment from 7:00 a.m to 10:00 p.m on working days depends on prior confirmation and approval by PGE S.A.

Each service request shall be made by phone or e-mail as follows:

- a) By 3:00 p.m, call Quay Managers at: tomasz.jarosz@pge.pl +48 603 776 719;
kamil.salamucha@pge.pl +48 691 981 968, gosp_nab_bg@pge.pl;
+48 58 737 78 21, +48 691 912 176
or the Chief Coordinator at: koordynator@pge.pl +48 691 912 207;
- b) After 03:00 p.m by e-mail to the following addresses as follows:
- For ship's side relation service requests:
koordynator@pge.pl +48 691 912 207;
gospodarze.woc-oliwskie@pge.pl +48 58 737 73 28;
gospodarze.szczecinskie@pge.pl +48 58 737 79 59;
gosp_nab_bg@pge.pl +48 58 737 78 21;
 - For land relation service requests:
koordynator@pge.pl +48 691 912 207,
sklady.oliwskie@pge.pl
sklady.wislane@pge.pl

For services to be provided on working days:

- From 7:00 a.m: request the service by 07:00 p.m on the previous day;
- From 3:00 p.m: request the service by 11:00 a.m. on the same day;

For other arrangements, consult the Quay Managers.