

**GENERAL TERMS AND CONDITIONS OF COOPERATION  
WITH COUNTERPARTIES ORDERING  
OT PORT GDYNIA LTD. SERVICES  
AND  
TARIFF FOR SERVICES OF OT PORT GDYNIA LTD.**

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## **§1**

### **GENERAL PROVISIONS**

1. The provisions of these GENERAL TERMS AND CONDITIONS OF COOPERATION WITH COUNTERPARTIES ORDERING OT PORT GDYNIA LTD. SERVICES, hereinafter referred to as OWW, are valid for all contractors of the Port Terminal, hereinafter referred to as the Terminal, taking part in the port and maritime trade on this Terminal.
2. The provisions of these document pertaining to Counterparties shall be applied to persons acting on their behalf and account.
3. The present document was confirmed by the Board of Terminal – resolution no 11/23 from the 29.11.2023, the source of document is kept in the seat of Terminal.

## **§2**

### **ORDERING SERVICES**

1. Terminal provides services on the basis of orders containing signature and stamp, placed in writing or in an electronic (within OTPG's IT systems), or any other form approved by authorized representatives of Terminal. The Ordering Party shall be obliged to pay Terminal the amounts due for provided services, in due time, and such an obligation shall arise the moment authorized representatives of Terminal accepts the order.
2. The Ordering Party is simultaneously a Terminal services payer, unless otherwise agreed by the Parties.
3. All services pertaining to cargo and/or maritime/land/inland means of transport carrying this cargo on the Terminal service area, are provided solely by Terminal, unless Terminal stipulates otherwise.
4. There is a three-shift work system at the Terminal:
  - I shift: work from 23:00 to 07:00,
  - II shift: work from 07:00 to 15:00,
  - III shift: work from 15:00 to 23:00.All Saturdays, Sundays and holidays at the Terminal are non-working days.
5. Throughput work shall be performed at the beginning of shifts or during shifts, provided that the Ordering Party places an appropriate order no later than four hours before the shift

commences and negotiates the cost of working groups' waiting time. If no provisions have been made, Terminal has the right to charge the Ordering Party with the cost of the working groups' waiting time, according to Tariff rates.

6. Order for service of a cargo have to include:

- type of cargo,
- a kind of package,
- range of service (handling relations),
- means of transport,
- date of service,
- consent of relevant services (including sanitary and veterinary documents),
- other important information,
- clausula on the application of these OWW (this clausula is included on the orders generated on website [www.otpg.pl](http://www.otpg.pl)).

The Ordering Party is responsible for the data entered to the order in paper form and to the IT systems. Acceptance of the order without reservations have to be tantamount to concluding a service agreement pertaining to services specified in the order. Should any reservations occur, the Parties shall immediately agree the ultimate and binding order.

7. Orders shall be accepted, if not stipulated otherwise by the Parties, by stamping, signing, and writing the date by an authorised representative of the Terminal accepting the Order on the order copy intended for the Ordering Party.

8. The positions of Terminal representatives authorised to accept orders for handling services are as follows:

Chief Terminal Dispatcher - in full scope;

Operating Director - in full scope;

Manager of the Bulk and Manager of the Cargo Division – in full scope:

Shift Dispatcher - authorised only by e-mail;

Senior Foreman- authorised only by e-mail.

9. The positions of Terminal representatives authorised to accept orders for the lease of handling equipment or work of handling equipment or sling accessories are as follows:

Chief Terminal Dispatcher - in full scope;

Operating Director - in full scope;

Development Director - in full scope;

Senior Foreman- authorised only by e-mail.

10. If, during order fulfilment, any obstacles or difficulties arise that neither or one of the Parties is aware of when the Agreement is signed, both Parties shall be obliged to establish further course of action.
11. Order amendments or complements have to be notified by the Ordering Party in writing or in electronic form, in the mode specified for orders and shall include the date and number of the main order.
12. Terminal is obliged to perform services ordered within stipulated deadlines. If an order for loading of ready-for-shipment cargo is not fulfilled due to the shortage of technical capacities or workforce, Terminal shall not charge any storage fees for the period from the agreed service commencement time to the actual service commencement (excepted land means of transport).
13. Order for service of a ship (notification of arrival/departure) have to include:
  - vessel's name, its flag and call sign,
  - vessel type and its parameters (length overall, maximum breadth, maximum draught in fresh water),
  - ships draught during on arrival and departure,
  - vessel's gross tonnage (GT),
  - name of the port the ship has come from and/or name of the port of destination,
  - quantity and type of cargo to be unloaded/loaded by Terminal,
  - name and address of the vessel operator or charterer and the agent – with the indication of the payer for the services ordered.
14. Terminal accepts vessels for service under "no despatch/no demurrage" rules, unless stipulated, otherwise by the Parties in writing . In case of Terminal acceptance for "demurrage/dispatch", the order have to include additional information (apart from the elements indicated in items 6 and 13 of this paragraph):
  - daily handling rate,
  - the time allowed for the service to be performed (lay-time) or the general conditions previously agreed for counting the lay-time,
  - demurrage/dispatch rate.

Lack of any of the above information automatically results in accepting the vessel for service on the "no despatch/no demurrage" basis.

At the same time, giving all the above information in the order does not automatically cause the vessel to be accepted for handling under the "despatch/demurrage" rules. Acceptance of a ship for handling under the "despatch/demurrage" rules must be accepted by the representatives of Terminal in writing.

Terminal accepts vessels for service under „Free Despatch” rules, only after this rule has been accepted by the representatives of Terminal.

In the case of handling vessel's combined with other Terminals, as a rule, handling shall be on a "no despatch/no demurrage" basis, unless the Parties agree in writing on other settlement principles.

15. The final decision of vessel acceptance at a specified time and place, shall belong to Terminal Chief Coordinator. In addition, if the vessel does not arrive at the previously agreed date ( "laycan") and confirmed by the Terminal Chief Coordinator, the vessel will be operated on a "no despatch/no demurrage" basis unless the Employer and the Chief Terminal Dispatcher confirm in writing that previous arrangements are maintained.
16. If inconsistencies in the vessel's technical parameters in relation to the actual state are discovered, Terminal shall have the right to reject a service order.
17. The ship's agent have to have written powers of attorney in order to act on behalf of the ship operator or charterer and shall secure all Terminal dues connected with the ship's service, before the ship's entry/departure.
18. The Ordering Party is obliged to include in the order, writing or electronic form, all information on the cargo: name, weight, volume, number of pieces, type and characteristics of packaging, specification of heavy and bulky lifts together with their dimensions, IMO class if applicable, and in the case of IMO class - a cargo data sheet and specify cargo's country of origin, country of destination, vessel's name, port of destination – pertains to orders A, A/C and system document confirming of cargo submitting.
19. During unloading activities, the Ordering Party should supplement the unloading order with a ship's manifest in Polish in triplicate. During loading aboard, the Ordering Party shall supplement the loading order with a cargo list made in triplicate, in Polish. The ship's manifest (with unloading) and the cargo list (with loading) constitute integral parts of the order. Cargo

lists shall comprise warehouse receipt numbers and indicate cargo storage places, and in case of direct relation – numbers of means of transport.

20. If cargo is declared without specifying its features, Terminal have to store it not considering its features. If, on cargo collection, the Ordering Party requires cargo to be discharged according to features, he should order cargo segregation in the dock's warehouse in advance. Segregating, weighing and other handling activities during throughput are subject to Terminal's technical capacities, and with side to side throughput, also to the consent of the vessel operator/charterer.
21. Work order or order cancellation have to be placed no later than 4 hours before the start of the shift during which specified work is to be performed, however, no earlier than 7 days prior to service performance. In the order pertains to work during shift I, the order should be placed by 1 p.m. on the day the shift starts ( 10 hours before the shift starts).
22. Placing an order for services to be performed on Saturdays, Sundays or official holidays have to be notified by Thursday 3 p.m. (cancelling an order have to be notified by Friday 11 a.m.) or by 9 a.m. one day before an official holiday, unless it is preceded by non-working days (cancelling an order have to be notified by one day before an official holiday 11 a.m.).  
The aforesaid does not pertain to orders for handling incoming wagons and vehicles, which have to be placed in Terminal no later than by 11 a.m. on Fridays or one day before holidays. Failure to place an order, which is the basis for ordering working groups, releases Terminal from responsibility for the lay-time of means of transport.
23. The Ordering Party shall incur the cost of working groups' waiting time and the cost of throughput facilities' and equipment's operation if the order is not cancelled by deadlines stipulated hereinabove or else cancelled after the specified terms expire, and if forwarding activities, customs-related, brokerage activities fail to be completed within deadlines, or if the vessel entry is delayed, lack of readiness of the ship for loading/unloading, lack of cargo, lack of means of transport, as well as on non-working days in case of precipitation and other reasons independent of the Terminal. The base for these charges is a list of disruptions drawn up by Terminal.
24. An order for other services to be performed by Terminal have to include a detailed description and the scope of services ordered.

25. An order for Saturday, Sunday and holiday services shall be binding upon written acceptance by Terminal.
26. If load resting requires the use of dunnage materials after fumigation, the Ordering Party is obliged to notify Terminal of this fact prior to the commencement of ship servicing, at least 2 weeks in advance. Information should include vessel's name, type of cargo and weight of cargo. Orders for using dunnage materials should be confirmed in order for loading and/or lashing. Information necessary to issue a certificate confirming the use of materials after fumigation (according to ISMP 15) the Ordering Party should be sent electronically on working days not later than 24 hours before the ship leaves the port, and on Fridays and working days before holidays until 10:00 a.m. If the Ordering Party orders fumigated wood within a period of less than 2 weeks, both the price and the possibility of its delivery will be each time determined individually.
27. An order confirmed by Terminal have to be signed by the Ordering Party no later than 2 working days for bulk cargo and 3 working days for general cargo as of order fulfilment. Unless the aforesaid obligation is fulfilled and reservations are made (by a specified date), Terminal shall be entitled to issue an invoice for the services performed, without payer's acknowledgement (signature).
28. Orders concerning handlings into inland means of transport in import (without any special conditions in contracts) will be "close" after release of a last bill's of lading lots, or on the last day of month. For the next services the Ordering Party is obliged to place a next order.
29. System document confirming of cargo submitting concerning handlings in export will be „close" after receiving of a last bill's of lading lots.
30. Orders concerning handlings in inland turnover will be "close" after receiving of a last bill's of lading lots, or on the last day of month. For the next services the Ordering Party is obliged to place a next order.



## §3

### **PARTIES' LIABILITIES AND OBLIGATIONS**

1. Terminal's liabilities are stipulated in the provisions hereof, and to any matters not settled herein – generally binding regulations shall apply.
2. Terminal shall be held liable for culpable and proven demurrage solely if it has accepted such a liability on the basis of the agreed terms.
3. Terminal is obliged to load/unload cargo according to the delivered stowage plan approved by Terminal and in agreement with the commanding officers of the ship, responsible for loading/unloading. If the cargo in a hold/on a land means of transport is mixed, Terminal has the right to withhold cargo handling and is obliged to prepare an appropriate report on the state of cargo (mixed) in the vessel's holds/on a land means of transport. The report shall be signed by the Ordering Party and the ship's operator/carrier or his representative, Terminal and other interested institutions involved in commodity turnover in the port. Terminal shall attend to further cargo handling upon the receipt of order for segregation or upon the receipt of order for mixed cargo handling. The cost of segregating and other contingent costs e.g. that of storage shall be incurred by the Ordering Party.
4. Terminal shall be held liable for culpable and proven cargo losses and damages which occur during cargo handling. However, it is the Ordering Party that shall satisfy the burden of proof.
5. Terminal shall not be held liable – especially if cargo loss or damage occur due to the following:
  - a) decrement, draftage, breakage, corrosion, decay, penetration through the packaging or leakage caused by cargo characteristics,
  - b) lack or shortage of standard commercial packaging,
  - c) weather or other external factors if the cargo is stored customarily, or as per agreement – stacked in the open air or in semi-protected spaces (sheds), or if cargo is handled and repacked by a cargo disposer,
  - d) change of physical and chemical properties preventing normal, proper handling on the port's premises.
6. Any damage shall immediately be notified by means of a report, no later than by the end of the shift during which the service was performed. The report should be signed by an Ordering Party's representative.

7. Combined OTPG liability for cargo damages shall be limited to the value of the cargo and shall not exceed PLN 9.00 for 1 kg, up to a maximum of PLN 100 000.00 for the entire damage, unless the parties stipulate otherwise.
8. Terminal shall not be held liable for:
  - a) damage or loss caused by Force Majeure, or one which occurred because of counterparties and/or terminal staff's strike,
  - b) losses resulting from the delay in the arrival of maritime, land or river means of transport, cooperating in the process of cargo transportation,
  - c) any results caused by decisions or activities of the state administration,
  - d) contingent losses sustained due to the provision of aid, which Terminal was obliged to in the interest of the port, within the necessary scope,
  - e) the condition of cargo stacked in the open air, if the Ordering Party did not reserve a different stacking method (§3, clause 5c),
  - f) differences in the weight of cargo stacked in bulk, and accepted on the basis of declared weight, if weighing has not been ordered,
  - g) contingent results of the Ordering Party providing information inconsistent with the factual state,
  - h) disruptions connected with the influence of the weather conditions preventing or hampering proper service performance in compliance with the agreement,
  - i) losses sustained due to power, water or heat supply failure unless the Ordering Party proves that the aforesaid failures occurred as a result of failure to maintain due diligence,
  - j) damage according to lost profits the Principal or any other third party could have earned had the damage not been incurred, and for any additional costs generated in result of the Principal's incorrect declaration of the weight, type or physical properties of the cargo, or any other data required for proper service performance and for the absence of correction of the said values at 2 hours before the commencement of the service at the latest,
  - k) damage to objects and machines located underneath the cargo in a ship's holds e.g. stand-by propellers, dunnage materials, protruding handles, tank and hatchway covers, shaft tunnel, unevenness of a hold's floor, ladders, etc.
  - l) work stoppages and wagon demurrage, not being the fault of Terminal.

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

#### **§4**

#### **SERVICE OF A SHIP**

1. Maritime carriers are obliged to provide Terminal Chief Coordinator with information on vessel's arrival date in advance and obtain his written consent pertaining to approach date, technical specifications and service specifications.
2. On vessels of regular lines, Terminal performs transloading in accordance with the defined timetable, or according to concluded agreements, and in the case of delay this vessels regarding to operational agreements and actual possibilities of the Terminal.
3. In order to enable efficient ship unloading, a maritime carrier is obliged to notify Terminal and Ordering Party well in advance of all heavy and/or bulky lifts present on the ship, which cannot be unloaded using the ship's own facilities, as well as of dangerous cargo whose throughput have to be carried out in compliance with Polish regulations on dangerous cargo throughput, binding in ports, and also according to valid "Technological Manual of OT Port Gdynia on the Handling of Hazardous Cargo, Classes 1 to 9", on the day the service is provided.
4. At Terminal's request, a maritime carrier is obliged to provide information on whether the ship has its own throughput facilities and cargo gear ready for use in individual holds. Moreover, a

- maritime carrier have to advise Terminal of any cargo present on the deck and in upper parts of individual holds, which are supposed to be handled first.
5. If a vessel carries dangerous goods, upon its entry to the port, the carrier have to submit advance notification to Terminal of: the vessel's name, quantity and specifications of dangerous goods and specify cargo's IMO class, in order to obtain permissions of appropriate authorities.
  6. The Ordering Party is obliged to inform all interested parties about any possible difficulties before starting to handle the vessel.
  7. A vessel may only submit a Notice of Readiness (NOR) when it is ready for throughput and is at the handling wharf - after inward clearance completion and upon receipt of appropriate authorities' permits for throughput work commencement, unless the agreement provides otherwise. The terminal accepts the submitted NOR for acceptance during official hours (i.e., 7:00 a.m. to 3:00 p.m.). If no time counting rules have been agreed with the counterparty the following rules shall apply:
    - time of vessel service has been started from 3:00 pm on working days, if NOR has been submitted and confirmed before 12:00 am and from 7:00 am on the next working day, if NOR has been submitted and accepted between 12:00 am and 15:00 pm,
    - time of handling/loading/unloading: from 23:00 pm on Friday, or the day before the holiday, until 23:00 on Sunday or holiday day, is not counted for time of the vessel service, unless the Terminal has performed work based of the order form working on holidays.
  8. A decision on loading/unloading cessation due to foul weather may be made by Terminal and/or the vessel's captainship in agreement with the shipper/consignee and/or Terminal.
  9. A maritime carrier is obliged to make the ships throughput facilities and necessary cargo gear available to Terminal, unless the agreement provides otherwise. The maritime carrier is responsible for the operational readiness and fitness of the aforesaid equipment. Transloading devices of a vessel used for transloading have to be in an adequate technical condition confirmed by valid attestation, and be accompanied by relevant operation's manuals.
  10. A maritime carrier or its agent shall advise Terminal of any situation when the use of the ship's throughput facilities is impossible or if there are any deficiencies in cargo gear, which would hamper/prevent the throughput. In the aforesaid situation, Terminal shall propose possible alternative solutions.

11. Carrier's claims pertaining to vessel damage during throughput have to be reported to Terminal immediately after they are noticed, but no later than by the end of the working shift during which the damage occurred. Damage cause and scope shall be specified in a bilateral damage certificate. Terminal is obliged to repair any damage caused (exclusive of §3, clause 8 k) immediately after it has been notified, and if the aforesaid is not possible due to on-going throughput work – immediately after its completion, no later than by the ship's departure, unless otherwise agreed by the Parties.
12. Terminal shall advise the ship's captain, Dispatcher of the Port of Gdynia Authority, the agent and Harbourmaster's Office of any damages caused to berth or port machinery by the ship - immediately or prior to ship's departure at the latest. Further investigation is carried out by a Port of Gdynia Authority MPG or Terminal damage inspector, depending on the ownership of the damaged property.
13. Whenever the necessity to free the berth for another ship arises, the ship which has overstayed its lay-time will be towed to another waiting location – the decision is made by the Head Terminal Coordinator in conjunction with the Main Port Dispatcher. The mooring place change associated costs (towing, pilot and mooring) are covered by the Party which has ordered the ship service or the ship's operator; depending which Party is held responsible for the situation.
14. Loading/unloading dunnage work and fastening is carried out according to instructions and under the supervision of the vessel management.

## **§5**

### **CARGO HANDLING**

1. Loading and unloading means moving the cargo from the inside/the deck of a ship to the ship's board (exclusive of the cost of lashing or support), or vice versa.
2. Throughput work in direct relation means moving cargo from the inside of a land or inland means of transport to the ship's board, or vice versa.
3. Indirect throughput work means moving cargo from the inside of a land or inland means of transport to the yard/to the port warehouse, and subsequently from the yard/port warehouse to the ship's board, or vice versa.

4. Handling activities in ports customarily mean additional work conducted during or apart from throughput.
5. Bringing land or inland means of transport transporting hazardous goods into the port, the forwarder transporting hazardous goods have to notify to Terminal the means of transport number, quantity and properties of hazardous goods providing IMO class in accordance with the Technological Instruction on the Handling of Dangerous Goods of IMO Classes 1-9 in OT Port Gdynia Sp. z o.o. in force on the day the service was performed.
6. The duration of disruptions caused by weather conditions shall be extended by the time required to cover and uncover holds.
7. Cargo discharger or receiver or a controlling company acting on their behalf shall constantly control the quantity of cargo reloaded on a given shift and mutually countersign their calculation results in the documents issued – tally sheets. The Parties shall mutually cooperate in this respect; however, it is the cargo discharger and/or the controlling company acting on his behalf that should show initiative in obtaining countersignature. Countersigning shall be performed regularly, at the latest during each work break and after the end of the shift or completion of particular work. Controlling companies should provide the Ordering Party with tally sheets immediately after the calculations have been completed.
8. If crew members are responsible for calculation on a vessel, the same rules of tally sheet countersigning apply to them as to the employees of a controlling company.
9. Calculation activities with regard to goods under customs supervision shall be assisted by Customs Office representatives, unless Customs Office decides not to participate in these activities.
10. Should any dispute arise between the Parties with regard to the condition of goods or the packaging, each Party is entitled to call in a cargo surveyor.
11. If any goods with externally visible damages or with damaged packaging are spotted seen aboard a ship before or during throughput, Terminal shall be obliged to draw up a damage certificate before the damaged pieces are unloaded. The certificate shall be agreed by Terminal, vessel representatives, Customs Office and cargo consignee provided that Terminal acts on his behalf. The forwarder shall be advised of the goods' damage.

12. If the goods have been damaged during direct throughput, the damage certificate shall be drafted together with Terminal, the captain and Customs Office, provided the damage occurred before the sling was released from the hook.
13. The Ordering Party makes the decision whether to continue direct throughput of the damaged cargo or place it in a stacking yard/warehouse.
14. If there are any divergences between the data included in the manifest (or bill of lading) and the factual state, in direct relation – the Ordering Party shall draw up a record immediately (at the ship) together with the ship's captaincy and Customs Office representatives. In indirect relation the certificate mentioned hereinabove shall be drawn up by Terminal.
15. Handing the damage certificate to the carrier is tantamount to notifying him of damage to goods. Such a notification in respect of externally visible damage or loss in cargo shall be submitted immediately, and notification in respect of damages not visible externally shall be submitted within three days of cargo collection. The delivery of a copy of damage certificate or record of divergences to the interested Party is tantamount to lodging a preliminary warranty claim.
16. On the basis of documents presented, the maritime carrier, Customs Office and Terminal shall immediately (before the ship moves to another work place or before the ship's departure) sign a report concerning cargo which:
  - a) has been unloaded in larger/smaller amount than that declared in the manifest,
  - b) was not unloaded although it was listed in the manifest or was unloaded outside the manifest.Should any cargo not included in the manifest be discharged by the ship to the warehouse, Terminal shall issue a warehouse receipt (system document confirming of cargo submitting) and a report pertaining to the aforesaid situation. These documents shall be signed by vessel, Terminal, and Customs Office representatives.
17. A report shall also be drawn up if any of the following: pieces with unknown content, labelling and number inconsistencies of particular pieces, as well as cargo weight inconsistencies, are noticed. The Party ordering stacking shall be obliged to identify the cargo prior to its transfer onto a stacking yard.
18. The reports shall be devised by Terminal. That does not pertain to shipments in direct relation, since it is the Ordering Party that shall draw up reports for them.

19. The Ordering Party shall hand the carrier the original bill of lading in exchange for the customs bill of lading and additionally a warehouse receipt with indirect throughput.
20. While loading goods onto wagons/vehicles, the Ordering Party shall submit to Terminal and the control company, if it acts on the Ordering Party's, the same data for controlling the proper loading of wagons/cars by the Terminal and order together with a specification of goods' quantities to be loaded onto wagons/vehicles. The specification must include numbers or characteristics of wagons/vehicles, as well as number of units and/or goods' weight.
21. In case of disputes concerning the loading/unloading of land means of transport, the final decision to change the quantity or tonnage to be loaded/unloaded is made by the Freight Forwarder.
22. Terminal shall agree with the maritime carrier (vessel management) and Ordering Party as to the loading schedule based on the cargo list and received order for loading particular bill's of lading lots.
23. The Ordering Party is obliged to prepare each lot before loading commencement and organise the procedure of bringing vehicles close to the ship in such an order as specified by vessel management. If any alterations to the set loading schedule occur, Ordering Party is obliged to notify the above to the vessel management and to obtain appropriate instructions from him.
24. Preparation of a cargo lot is understood as:
  - a) grouping the cargo covered according to individual bills of lading,
  - b) performing necessary handling activities (relabeling, repair of damaged packaging etc.),
  - c) standardising,
  - d) preparing export documents,
  - e) dealing with clearance, pratique etc.,
  - f) completing any other formalities to enable immediate cargo loading.
25. If mixed cargo arrives, Terminal shall segregate the cargo at the Ordering Party's order in writing. The order have to be placed at such time so as to allow for segregation completion before ship loading commences.
26. An Ordering Party or the controlling company acting on his behalf (in direct relation) or Terminal (in indirect relation) are obliged to notify the vessel management or the controlling company acting at the request of the maritime carrier, of loading completion of each bill's of lading lot in order to separate particular cargo lots on the ship.



27. If a bill's of lading lot is loaded in parts (which may only take place upon the maritime carrier's consent) the Ordering Party (in direct relation) and Terminal (in indirect relation) is obliged to notify the vessel management of the quantities loaded in a given lot.
28. Any goods not included in cargo lists may be loaded and received upon prior consent of the maritime carrier, which is obliged to advise Terminal of additional cargo booking.
29. Upon establishing the course and time of loading by Terminal and the cargo officer, Terminal shall discharge particular bill's of lading lots. Commencement and completion of discharge of each bill's of lading lot shall be notified to the cargo officer or a controller working at the request of the maritime carrier.
30. If loading of one bill's of lading lot from a stacking yard lasts longer than the duration of one shift, the maritime carrier shall acknowledge (for Terminal) the quantity of cargo received during a particular shift by countersigning its tally sheets. In direct throughput, if loading of one bill's of lading lot lasts longer than the duration of one shift, the maritime carrier shall acknowledge (for the Ordering Party) the quantity of cargo received during a particular shift by countersigning its tally sheets. The above shall also apply in the event of any throughput disruptions which occurred during the shift.
31. The consignee of dunnage and securing materials shall acknowledge their receipt by signing a note provided by Terminal together with the materials.
32. Terminal is obliged to submit documents concerning: confirmation of completion of additional works ordered, or work disruptions, which have not been covered by the agreement or offer, immediately after they occur but no later than during a given work shift.
33. Terminal shall conduct the ordered throughput (in direct relation) of ready dunnage or separation materials. Storage of these materials in the port is possible if agreed between Terminal, and the carrier or the affreighter.

## **§6**

### **CARGO STORAGE**

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

2. Terminal shall acknowledge cargo's actual condition (for the Party ordering storage) on a system document confirming of cargo submitting immediately after placing the lot in a warehouse/on a stacking yard.
3. If the cargo was counted by the Party ordering storage, the Parties shall countersign their tally sheets.
4. Terminal acknowledges the receipt (in a warehouse/on a stacking yard) of all cargoes in bulk according to their weight declared by the Party ordering storage or provided in shipping documents.
5. If the cargo collected on the basis of a given B note, returns to the warehouse, it shall be stored on the basis of a new system document confirming of cargo submitting with reference to the previously issued system document confirming of cargo submitting.
6. OTPG insures cargo stored on the terminal's premises, on the basis of the third party liability policy in force on the day the damage occurs, against damage to stored cargo resulting only if the damage is caused by OTPG's fault (the insurance does not cover damage not caused by OTPG, e.g. force majeure, theft, etc.).
7. Terminal is obliged to discharge cargo from warehouse as per order received.
8. Only a system document confirming of cargo submitting holder may collect cargo from a stacking yard.
9. The Ordering Party is obliged to submit customs bill of lading to Terminal for inspection to prove the right to dispose of the cargo during storage. If a bill's of lading lot is collected in its entirety or in parts - the Ordering Party shall submit outward clearance certificate when collecting each part.

## **§7**

### **MOTOR VEHICLE TRANSPORTATION**

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

## §8

### RAILWAY TRANSPORTATION

1. Cooperation terms shall be based on the Railway Transportation Act, railway siding rules of operation of Port of Gdynia Authority, and agreements between Terminal and Ordering Party.
2. Notice of wagon arrival have to be submitted by the Ordering Party at such time so as to allow Terminal to plan work.
3. The notice have to include all data necessary for Terminal to prepare documents pertaining to cargo receipt in the warehouse/on stacking yard or to loading the cargo aboard a ship.
4. The time of wagon handling is counted from the moment of placing them on the taking-over/collection tracks located on the quays used by the Terminal. The arrival of wagons at "Gdynia Port" station is not tantamount to accepting them for handling by the Terminal. The Terminal shall accept wagon placement only at the beginning of each work shift.

## § 9

### TARIFF FOR SERVICES OF OT PORT GDYNIA LTD. (OTPG)

#### 1. Application of Tariff.

1. Tariff is valid from **1<sup>st</sup> January 2024**.
2. The charges indicated in this tariff remain in force, if the parties contracting the performance of particular services fail to specify other terms in writing.

#### 2. Settlements.

1. The Tariff rates set forth herein are expressed in **PLN (polish zloty)**, unless agreed otherwise in agreements and offers.
2. The basis for commercial settlements for every services of OTPG are: this Tariff for services of OT Port Gdynia Ltd., Dunnage price list in OT Port Gdynia compulsory as at the date of rendering the service, detailed commercial contracts and price agreements between Parties, and also commercial price offers in writing form via e-mail.
3. The costs of operations connected with the performance of services rendered under order of the state administration authorities, shall rest upon the party for whom the services have been performed.

4. All fees expressed in per cents are charged from basic fees.
5. For the purpose of calculation, the weight of the goods shall be rounded up to full 100 kilograms, unless otherwise agree.
6. Fees for break bulk loads unloaded from the ship shall be calculated on the basis of gross weight specified in the order, verified in terms of the gross weight specified in the shipment note or the manifest, unless otherwise agree.
7. The weight of goods loaded onto the vessel shall be established on the basis of the gross weight specified in the order, unless otherwise agree.
8. Fees for bulk loads unloaded/loaded from/into the ship and handling, shall be calculated on the weight specified in the shipment note or based on OTPG's scales for road vehicles, which is included in the legalization sets and/or based on another ways agreed by both Parties.
9. When handling small tonnage batches (Order batch below 10 tons) or when the use of additional equipment is necessary, OTPG reserves the right to settle the service according to the actual man-hours completed by service teams and handling equipment.
10. In the event the weight of cargo declared in the orders is underestimated by the Principals or in the absence of information on the stowage factor or its underestimation when the rates depend on the three-dimensional factor of the cargo, OTPG shall have the right to charge a surplus of 100% of the service rate.
11. Dunnage and securing materials used to provide the service shall be settled in accordance with their factual wear and tear, or in accordance with a trade agreement or a price agreement. Dunnage is settled in accordance with the "Dunnage Price List" of OT Port Gdynia Sp. z o.o., applicable as at the day of provision of the service.
12. The minimum value of invoiced service is **PLN 280,00**.
13. The Rates set forth herein are net rates, to which a pertinent VAT rate must be added. The Tariff Rates apply to works performed on business days. Allowances for works performed on Saturdays, Sundays and official holidays are specified in point 8 of this Tariff.
14. The date of payment for services completed by OTPG is 7 days from the invoice issue date, unless the parties have agreed on a different payment date. OTPG shall have the right to demand the payment of advance or 100% of the contractual fee before the services are performed.
15. As of the acceptance of an order by OTPG, the Principal shall be obligated to settle all payments on time.

16. Any entities operating for and on behalf of ship owners shall be obligated to hold a pertinent letter of attorney from their Principals and to settle all liabilities with OTPG for the services provided to them before the vessel leaves the port.

### **3. General provisions.**

1. Within the meaning of these Rates, containers shall be construed as standard handling units, such as:

- a) general purpose containers,
- b) flat-rack containers (flats, bolsters),
- c) special containers.

Empty Flat-rack containers stacked up to 6 layers shall be treated as a single, full container in the course of loading (loading stowage)/unloading (unloading stowage) and handling operations.

2. Within the meaning of these rates, rolling units shall be construed as roll-trailers, trailers, construction trailers, vehicles and PGUs on wheels but without their own drives, handled in the ro-ro system.

3. The Rates shall apply to: fully functional containers, cases and rolling units.

4. Each sealed container, apart from bolsters and flats, shall be deemed full.

5. The rates shall apply to vessel loading settlements (loading stowage)/vessel unloading (unloading stowage) and handling (onto/from means of land transport and to/from a warehouse/yard). The rates shall apply to 1 ton, 1 container, 1 rolling unit or 1 vehicle, regardless of the content and value of their load.

6. Loading/unloading stowage shall be construed as cargo relocation from the vessel board to the vessel interior/from the vessel interior to its board. The stowage rate does not include the costs of lashing and unlashings the cargo and load support.

7. Indirect handling shall be construed as cargo relocation from the vessel board through the yard/warehouse onto a means of land transport or vice versa.

8. Rate for indirect handling included two parts:

- relation: means of land transport – yard/warehouse or vice versa and,
- relation: yard/warehouse – vessel board/pontoon/barge or vice versa,

The rate for every relation is 50% of indirect rate.

9. Direct handling shall be construed as cargo relocation from the vessel board/pontoon/barge directly onto the means of land transport and vice versa.
10. The rates for direct and indirect handling shall not include the costs of lashing/unlashing the cargo on the means of land transport.
11. Additional fees and commercial handling shall be construed as activities performed in addition to handling and loading/unloading operation in the course of these services or otherwise.
12. The service fee is charged regardless of whether the service is carried out with the use of vessel equipment or port equipment.
13. Handling devices and equipment will operate up to the maximum wind strength indicated by the manufacturer.
14. The Ordering Party is obliged to make available to OTPG necessary quantities of lashing equipment for containers (container connectors, bridges, etc.) at loading stations – cargo holds, board.
15. Parameters of OTPG's gantry crane shall arrange containers on a vessel:
  - up to the maximum height of 22 m from the water level,
  - up to a maximum quayside distance of 22,5 m.The standard arrangement of containers on-board a vessel means an arrangement enabling their loading/unloading with the gantry crane lifter. When loading/unloading of containers/trailers from below the deck, or oversize cargo items, requires additional devices and mechanized equipment, extra charges shall apply in accordance with point 11.2. this Tariff or pursuant to the agreement concluded or a price agreement.
16. On ro-ro vessels, the registered tonnage (RT) or cargo cases rolled into or out of the lower hold, may not exceed 70 tones.
17. Depositing, collecting and all additional handling involving cargo are carried out in accordance with the applicable regulations of the Customs Law, based on OTPG's orders. Depositing cargo is based on system document confirming of cargo submitting, collecting cargo based on Order A/C, additional manipulation of cargo based on Order A.

#### **4. Miscellaneous provisions.**

1. Regardless of the provisions in points 1-4, the provisions of the "Explanations", included in particular sections of these Tariff shall also apply.

2. Placement of a dispute in court shall be made after the parties have exhausted the complaint procedure.
3. In the case of exceptional difficulties with cargo handling which result from the cargo specificity, OTPG reserves the right to incur extra charge in order to cover labor costs (as specified in point 11.1) and use of OTPG handling facilities (settled in the operational manner upon the equipment effective runtime).
4. Handling of commercially irregular cargo as well as difficult loading or/and unloading in the view of port throughput technology, is charged by OTPG with the **50%** surplus charge in addition to the regular rates. Non-commercial condition of the cargo as well as difficult cargo unloading/loading is specified in the record signed by both parties; in the case of disputes the cargo condition is specified in the expert's report.
5. Loading, unloading and handling of emergency cargo shall be carried out under separate, non-contractual agreements.
6. All services pertaining to cargo on the OTPG service area, are provided solely by OTPG, unless OTPG stipulates otherwise.
7. The Ordering Party is obliged to inform OTPG about additional activities not connected with the transloading service and carried out by entities other than OTPG. The additional activities should be described in orders.
8. Each vehicle to take cargo/vehicle with cargo should report to the external parking area, called "Parking 0" at 32 Polska Street. At the external parking area, a gate report should be collected which will constitute a pass authorizing entry to OTPG Terminal and exit from it.
9. Vehicles to be handled directly (lories enter/exit to/from ro-ro vessels) enter and exit OTPG Terminal on the basis of a ferry ticket.
10. Each vehicle which deposit/collect cargo shall enter/exit the area of the Basin V through the gate scanner (gate no. 2). Any vehicle exceeding 3 m in width or 4,5 m in height (maximum parameters of the gate scanner) shall go through gate no. 1 (Rumuńska Street).
11. Each vehicle which deposit/collect cargo shall enter/exit the area of the Basin IV through the designated gate number 5 (Rotterdamka Street) and gate number 6.

## 5. HANDLING SERVICES IN LO-LO AND RO-RO SYSTEM:

### 5.1 LO-LO CONTAINERS HANDLING:

#### 5.1.1 Loading (loading stowage) or unloading (unloading stowage) a container in lo-lo and sto-ro system, per unit:

a) full	20' .....	448,00
	40', 45' .....	560,00
b) empty	20' .....	336,00
	40', 45' .....	390,00

#### Rates include:

1. opening, closing the cargo hold hatch
2. ordinary lashing and unlashings on the vessel

#### 5.1.2 Container handling in the relation: means of land transport – yard – board or vice versa, per unit:

a) full	20' .....	448,00
	40', 45' .....	560,00
b) empty	20' .....	336,00
	40', 45' .....	390,00

#### 5.1.3 Container handling, per unit:

a) Within the cargo hold: .....	250,00
b) In the relations: vessel – quay - vessel: .....	590,00

### 5.2 LO-LO GENERAL CARGO HANDLING:

#### 5.2.1 Loading (loading stowage) or unloading (unloading stowage) of conventional general cargo in the lo-lo system, for cargo with stowage factor of up to 5 m<sup>3</sup>/t, per 1 tone:

1. loose general cargo (without packaging or in packaging as barrels, cardboard boxes, chests, bales, sacks, etc.)
  - a) Packaging of unit weight up to 1000 kg: ..... 145,00
  - b) Packaging of unit weight above 1000 kg, heavy items, elements for investments deliveries, project cargo handling by OTPG's equipment 156,00
2. general cargo in units in package of unit weight above 500 kg (pallets, packets, slings, big-bags, grates): ..... 84,00
3. paper, wood pulp (rolls, pallets, packs, cardboard boxes):..... 100,00



4. steel products:
  - a) sheets and plates (coils, bundles, packages, loose pieces): ..... **84,00**
  - b) bulk steel cargo, i.e. wire rod, coils, profiled steel, billets, rails  
(bundles or loose pieces): ..... **78,00**
  - c) steel coils, slabs:.....**45,00**
  - d) other steel products: ship propellers, cast ingots, casts, anchor  
chains, etc.: ..... **100,0**
  - e) long steel elements above 12 m – to be determined
  
5. Heavy items handled without OTPG's equipment/vessel cranes. Lease and  
payment for crane performed by the Principal ordering the loading (loading  
stowage) or unloading (unloading stowage): ..... **125,00**

**REMARK!** For cargoes with a stowage factor of 5.01 m<sup>3</sup>/t to 15.00 m<sup>3</sup>/t, allowances of 30% of the basic rates will be charged, unless such cargoes have individual arrangements. For cargoes with stowage factor above 15,00 m<sup>3</sup>/t - the allowances will be determined operatively.

**5.2.2 Handling of general cargo in the relation: means of land transport – warehouse/  
yard-board or vice versa, for cargo of up to 5 m<sup>3</sup>/t in stowage factor, per 1 tone:**

1. loose general cargo (without packaging or with packaging such as barrels,  
cardboard boxes, chests, bales, sacks, etc.):
  - a) packing of unit weight up to 1000 kg:..... **156,00**
  - b) packing of unit weight above 1000 kg, heavy items, elements for  
investments deliveries handling by OTPG's equipment ..... **168,00**
  
2. general cargo in units in package of unit weight above 500 kg (pallets, packets,  
slings, big-bags, grates): ..... **90,00**
  
3. paper, wood pulp (rolls, pallets, packs, cardboard boxes):..... **102,00**
  
4. steel products:
  - a) sheets and plates (coils, bundles, packages, loose pieces): ..... **90,00**
  - b) bulk steel cargo, i.e. wire rod, coils, profiled steel, billets, rails  
(bundles or loose pieces): ..... **78,00**
  - c) steel coils, slabs:..... **45,00**
  - d) other steel products: ship propellers, cast ingots, casts, anchor  
chains, etc.: ..... **100,00**
  - e) long steel elements above 12 m – to be determined
  
5. Heavy items handled without OTPG's equipment/vessel cranes. Lease and  
payment for crane performed by the Principal ordering the loading (loading  
stowage) or unloading (unloading stowage): .....**168,00**

**REMARK!** For cargoes with a stowage factor of 5.01 m<sup>3</sup>/t to 15.00 m<sup>3</sup>/t, allowances of 30% of the basic rates will be charged, unless such cargoes have individual arrangements. For cargoes with the stowage factor above 15,00 m<sup>3</sup>/t - the allowances will be determined operatively.

**5.2.3 Loading (loading stowage) or unloading (unloading stowage) of vehicles in lo-lo system – to be determined**

**5.2.4 Vehicles handling in the relation: means of land transport – yard – board and vice versa – to be determined**

**EXPLANATIONS:**

1. In the case of direct handling, i.e. from a means of land transport to the vessel board and vice versa, the rate is **70% of the rate for indirect handling**, i.e. from the means of land transport to the warehouse/yard to the vessel board and vice versa. OTPG shall decide on whether to accept a direct handling order.
2. In case of using vessel's cranes, loading/unloading rates are the same such as in case of using OTPG's equipment, provided they can be used. If the use of OTPG's cranes is not possible, rates for services using vessel's/outside cranes will be set operationally (not applicable to heavy items).
3. Heavyweight and oversized cargo and elements for investment deliveries must have clearly marked fastening points. At the request of OTPG, the Principal shall be obligated to provide technical drawings and/or photographs of the cargo. If a specialist spreader boom is required, the Principal shall provide it. The Ordering Party is obliged to obtain the consent for the submission and untypical reloading (e.g. movement) from the Department of Hydrotechnics of the Port of Gdynia Authority SA.
4. The stacking and handling site and the handling conditions must be agreed on before the cargo is accepted in the port.
5. The parameters of the mobile cranes, that will work on the OTPG's terminal, leased by the Ordering Party must be agreed on with the Hydrotechnical Department of the Port of Gdynia Authority SA (in the case of handling heavy loads).

**5.3 LO-LO DRY BULK CARGO:**

**5.3.1 Handling, storage and other manipulation of agro bulk cargo, dry bulk cargo and liquid – to be determined.**

## 5.4 RO-RO GENERAL CARGO HANDLING:

### 5.4.1 Loading (loading stowage) or unloading (unloading stowage), per unit:

1. rolling unit, semi-trailer, tractor .....	550,00
1. cassettes.....	650,00

#### Rates included:

1. rolling the cargo from the vessel board onto the OTPG stacking yard,
2. ordinary lashing or unlashng on the vessel.

### 5.4.2 Loading (loading stowage) or unloading (unloading stowage) of vehicles, per unit:

1. passenger cars, VANs, SUVs, micro-buses (up to 9 passengers):
  - a) with OTPG driver: ..... 190,00
  - b) without OTPG driver: ..... 145,0
2. trucks, buses or other vehicles on wheels and on a truck chassis, which do not require any additional unloading/loading activities:
  - a) with OTPG driver: ..... 380,00
  - b) without OTPG driver: ..... 291,00
3. specialist machinery on wheels or caterpillar (farming, construction, transport) of up to **42 tons** in unit weight:
  - a) with OTPG driver: ..... 571,00
  - b) without OTPG driver: ..... 425,00
4. specialist machinery on wheels or caterpillar (farming, construction, transport) of **42 – 80 tons** in unit weight:
  - a) with OTPG driver: ..... 2 350,00
  - b) without OTPG driver: ..... 1 790,00
5. other vehicles – to be determined

#### Rates included:

1. vehicle unloading in the ro-ro system from the vessel deck and their relocation to the stacking yard and vice versa,
2. ordinary lashing/unlashng on the vessel (i.e. without the use of OTPG stowage materials).

### 5.4.3 Loading (loading stowage) or unloading (unloading stowage) of break bulk cargo of stowage factor up to 5 m<sup>3</sup>/t in the sto-ro system, per 1 tone:

1. loose general cargo (incl. in units) .....	202,00
2. paper .....	84,00

#### Rates included:

1. loading/unloading break bulk cargo in sto-ro system, it means: loading/unloading in ro-ro vessel hold from/on OTPG's rolling units

**5.4.4 Container handling in relation: means of land transport-yard-rolling unit or vice versa, per unit:**

1. full	20' .....	<b>400,00</b>
	40', 45' .....	<b>500,00</b>
2. empty	20' .....	<b>300,00</b>
	40', 45' .....	<b>350,00</b>

**5.4.5 Pick-up of vehicle, a semi-trailer from the yard and vice versa without OTPG driver, per unit:**

1.	passenger cars, VANS, SUVs, micro-busses (up to 9 passengers), semi-trailers, tractors: .....	<b>170,00</b>
2.	trucks, busses or other vehicles on wheels or on truck chassis .....	<b>240,00</b>
3.	specialist machinery on wheels or caterpillar covers (farming, construction, transport), of up to 42 tons in unit weight: .....	<b>350,00</b>
4.	specialist machinery on wheels or caterpillar covers (farming, construction, transport) of 42 – 80 tons in unit weight:.....	<b>680,00</b>
5.	other vehicles – to be determined.	

**EKSPLANATIONS according to points 5.4.2 and 5.4.5:**

1. When loading/unloading/handling specialist vehicles, the Principal shall be obligated to supply instruction manuals for the vehicles in Polish. Otherwise, OTPG shall not be held liable for the correct performance of the service.
2. OTPG driver participation will be possible only after rendering a technically operational semi-trailer with parameters guaranteeing safe vehicle entry.
3. Vehicles without their own or fully operational drive – rates as per point 5.4.2 with a **50%** bonus on the basic rates listed above.
4. Vehicle start from an additional power source (OTPG battery) – **PLN 202,00/unit.**
5. Pick-up with the participation of an OTPG driver – rates as in pertinent items in point 5.4.5, with a **50%** bonus on the basic rates listed above.
6. In the event of exceeding the road limiting outline (above 2.56m) – rates as for pertinent items in point 5.4.5, with a **25%** bonus on the basic rates listed above.
7. Vehicles of unit weight exceeding 42 tons can be only unloaded or loaded onto the main deck of a ro-ro vessel.

**6. ADDITIONAL SERVICES:**

**6.1 Placing and collecting a rolling unit, semi-trailer, cassette (within one OTPG basin) for stuffing, stripping, customs and sanitary inspection, customs clearance, content count, sampling, technical inspection, repair, per unit:**

1. container	20' .....	<b>459,00</b>
	40', 45' .....	<b>595,00</b>
2. rolling unit, semi-trailer	.....	<b>168,00</b>
3. cassette	.....	<b>258,00</b>

**Rates included:**

1. opening and closing the container door

**6.2 Stuffing or stripping of container with general cargo:****6.2.1** of stowage factor up to 5 m<sup>3</sup>/t, per 1 tone:

1. loose ..... 123,0
2. in units ..... 100,0

**6.3 Stuffing or stripping of rolling unit, cassette with general cargo and vehicles:****6.3.1** of stowage factor up to 5 m<sup>3</sup>/t, per 1 tone:

1. loose ..... 106,0
2. in units ..... 84,00

**EKSPLANATIONS to the points 6.2 and 6.3:**

**REMARK!** For cargoes with a stowage factor of 5.01 m<sup>3</sup>/t to 15.00 m<sup>3</sup>/t, allowances of 30% of the basic rates will be charged, unless such cargoes have individual arrangements. For cargoes with stowage factor above 15,00 m<sup>3</sup>/t - the allowances will be determined operatively.

**Rates not included:**

1. external inspection of the condition of packaging of the cargo stored in the warehouse/on the OTPG storage yard,
2. drawing up a damage report with the participation of interested parties in the case of claiming damage,

**Rates included:**

1. ordinary lashing or unlashng (without the use of OTPG stowage materials) of the cargo in the rolling unit or cassette.

**6.4 Reefers containers and semi-trailer:**

- 7.4.1 plug in and plug out a reefer, per unit ..... 145,00
- 7.4.2 for work of aggregate, for each commenced hour, per reefer: ..... 20,00
- 7.4.3 for controlling reefer work and temperature, for each commenced working man-hour: ..... 145,00

**6.5 Pilling up in sets, including lashing and vice versa, per 1 set:**

1. Bolsters (4 – 6 units): ..... 370,00
2. Rolling units, semi-trailers (4 units): ..... 224,00
3. Cassette:..... 258,00

**6.6 labeling or removing labels, per container/semi-trailer/other loading unit**

- (max 8 labels):** ..... 95,00  
Cost of labels according to the current pricelist of OTPG stowage materials on the day of service provided.

## 7 ADDITIONAL FEES:

1. For services ordered and performed on Saturdays, Sundays and official holidays, the fees shall be increased by:
  - a) **50%** for Saturday,
  - b) **100%** for Sunday and official holidays,
  - c) **200%** for solemn holidays.
  
2. The bonus for works carried out on Saturdays, Sundays and official holidays shall be charged on the relation and the number of tons or hours worked on these days.
  
3. Solemn holidays shall be construed as:
  - a) New Year - January 1
  - b) Three Kings' Day – January 6
  - c) First day of Easter (Easter Sunday)
  - d) Second day of Easter (Easter Monday)
  - e) State Holiday – May 1
  - f) National Holiday – May 3
  - g) Corpus Christi
  - h) Mary, Mother of God – August 15
  - i) All Saints' Day – November 1
  - j) Independence Day – November 11
  - k) Christmas Eve – December 24 – from 3.00 p.m.
  - l) First day of Christmas – December 25
  - m) Second day of Christmas – December 26
  - n) New Year's Eve – from 3.00 p.m.
  
4. A bonus of **100%** of the basic fee shall be charged on any handling, loading (loading stowage) and unloading (unloading stowage) operations carried out on class 1 to 9 dangerous cargo, excepted dangerous cargo IMO classes 1, 6.2., 7 and UN 1131 class 3. Rates for handling particularly dangerous cargoes class 1, 6.2, 7 and UN 1131 class 3 will be determined operationally on the basis of the consent obtained by the Ordering Party from the Port of Gdynia Captain's Office and in accordance with the terms of service (e.g. partial or total suspension of traffic at the place of handling these cargoes). The costs of ordering onshore Fire Brigade assistance (if necessary) shall be settled by Ordering Party. When handling hazardous cargo, the valid Technological Manual of OT Port Gdynia on the Handling of Hazardous Cargo, classes 1 to 9, shall be applied.
  
5. Not less 50% bonus shall be charged on any hindered in every case, on the basis of the difficulty and the work load handling, loading (loading stowage) and unloading (unloading stowage) operations  
**Hindered handling, loading (loading stowage) and unloading (unloading stowage)** shall be construed as the incorrect delivery of cargo to the port on a means of transport/in a cargo unit (vessel cargo hold, railway car, vehicle, barge, container, RT, case), which does not allow

for efficient and safe and/or non-damaging handling to be carried out by OTPG (e.g. the absence of separators, the absence of marked fastening points, loads exceeding the load-bearing capacity of the crane required for handling the equipment, loading on means of transport with loads other than those arriving at the port, and the equipment to be changed, etc.).

6. OTPG shall charge a not less **50%** bonus of the loading or unloading fee for works to be performed in hard-to-access vessel cargo holds.
7. A **35%** bonus shall be charged for relocating the cargo within the cargo hold.
8. A **30%** bonus of the basic fee shall be charged on any handling, loading (loading stowage) and unloading (unloading stowage) operations carried out on cargo of stowage factor from 5.01 m<sup>3</sup>/t to 15.00 m<sup>3</sup>/t, unless such cargo has a specific rate. Bonuses charged on cargo of stowage factor above 15.00 m<sup>3</sup>/t shall be determined in the progress of operations.
9. For the re-issue of a certificate which confirms the using the fumigated dunnage material (on request of freight forwarder, agent, shipowner):  
**PLN 325,00/per unit**
10. For scanning vehicles, semi-trailers, containers, etc. charges in the following amount shall be charged:  
**PLN 33,60/per unit**
11. All bonuses specified in this Chapter 8. ADDITIONAL FEES shall be based on basic fees.

## **8 STORAGE FEES:**

### **8.1 Storage of containers and semi-trailers:**

#### **8.1.1 Storage time included in the cargo-handling rate:**

- 1) containers empty, full - **7 days**,
- 2) semi-trailers - **3 days**,

#### **8.1.1** During the next **7 days** after expiry of period included in the cargo-handling rate, the following rates shall be applied per container/semi-trailer and per commenced day in amount:

1) container 20' .....	<b>19,00</b>
2) container 40', 45' .....	<b>37,00</b>
3) semi-trailer .....	<b>40,00</b>

#### **8.1.2** After the expiry of periods specified in points 8.1.1 and 8.1.2, the daily fees will be increased by **50%**.

#### **8.1.3** For cargo of IMO class 1-9 the aforementioned charges shall be calculated from the first day of delivery and shall be increased by **100%**. When storage hazardous cargo,

the valid Technological Manual of OT Port Gdynia on the Handling of Hazardous Cargo, classes 1 to 9, shall be applied.

## **8.2 Storage of vehicles:**

**8.2.1** Storage time included in the cargo-handling rate - **5 days**.

**8.2.2** After expiry of time periods specified in point 9.2.1 for the following **15 days** fees per vehicle and per day (24h) to be applied in amount of:..... **27,00**

**8.2.3** After expiry of periods specified in points 9.2.1 and 9.2.2, the daily fees will be increased by **50%**.

## **8.3 Storage of general cargo:**

**8.3.1** Storage time included in the cargo-handling rate:

1. Cargo on cassette/RT:

- a) unloaded from vessel - **3 days**,
- b) to be loaded to vessel - **3 days**,

2. Other cargo storage on yard/in warehouse - **10 days**.

**8.3.2** After expiry of periods specified in point 8.3.1 for the following **20 days** per each tonne/piece and day fees in the following amounts shall be charged:

1. for elements of stowage factor of up to 5 m<sup>3</sup>/t:

- a) loose general cargo in the yard, per each ton, per 24 hours: .... **3,40**
- b) loose general cargo on the warehouse, per each ton, per 24 hours: .. **5,60**
- c) cargo on RT/cassettes, per each item, per 24 hour ..... **40,00**

**REMARK!** For cargoes with a stowage factor of 5.01 m<sup>3</sup>/t to 15.00 m<sup>3</sup>/t, allowances of 30% of the basic rates will be charged, unless such cargoes have individual arrangements. For cargoes with stowage factor above 15,00 m<sup>3</sup>/t - the allowances will be determined operatively.

**8.3.3** After expiry of periods specified in points 8.3.1 and 8.3.2, charges shall be increased by **50%**.

**8.3.4** For cargo of IMO class 1-9 the aforementioned charges shall be calculated from the first day of delivery and shall be increased by **100%**. When storage hazardous cargo, the valid Technological Manual of OT Port Gdynia on the Handling of Hazardous Cargo, classes 1 to 9, shall be applied.

**8.3.5** For the use of temporary warehouse per each ton.....**0,35**

OTPG has the right to refuse to place non-customs cargo in temporary storage due to the risk of exceeding the customs security limit.

## **EKSPLANATIONS:**

1. Within the meaning of these tariff, storage services assume the storage of cargo in warehouses and on stacking yards.
2. Sheds and tent warehouses are considered roofed warehouses.



3. Any activities to be performed by the Ordering Party or their authorized parties, involving cargo stored by OTPG, shall require a written notification of OTPG and its approval.
4. The storage period shall be counted from the date of placement in storage to the date of release of cargo from the warehouse or a stacking yard. The date of placement in import is the last day of unloading a given shipment batch from the vessel. The date of placement in export is the day of commencing vessel loading. The cargo quantities accepted or released on a given day shall apply to the loading or unloading on/from other means of transport
5. The gross weight of the cargo shall be the basis for all calculations.
6. Invoices for storage costs shall be issued after cargo leaving from the terminal.
7. OTPG reserves the right to invoice any receivables for storage for long-outstanding cargo (storage exceeding 30 days) as of the end of every calendar month. Invoices shall be issued until the 7<sup>th</sup> day of each month following the calendar month in question.
8. The change of payer for storage services is admitted. However, such change will not re-commence the count of withholding periods.
9. Possible lease of storage space shall be performed under a separate contract.
10. A bonus on official holidays shall not be charged from storage fees.
11. In the case of loading export cargo on a vessel and its further unloading from the same vessel, the count of already commenced storage periods will not be interrupted.
12. In the case of loading and/or unloading to/from a container cargo, which was previously stored in an OTPG warehouse, the principles and fees listed in point 8.3 shall apply from the date of placing in storage to the release date. In turn, the provisions and fees stipulated in point 8.1 of these Rates shall apply to containers.
13. If, in the case of cargo export, after loading on the vessel, part of the cargo remains for further storage on the yard or in the warehouse, and the remaining cargo will not be destined for another vessel but will be received by land means of transport, then the storage period included in the handling rate (OWS), regardless of its length, ends when the loading of the vessel is completed.

## **9. VARIOUS MANIPULATIONS OF GOODS:**

The Terminal has the right to introduce an additional ISPS (International Ship and Port Facility Security Code) fee, which will be determined operatively, especially in the event that port facility security levels 2 and above are announced by the Maritime Office in Gdynia.

Other manipulations of goods ( sorting, every relocation cargo, weighing and taring vehicles) – to be determined.

### **EXPLANATIONS:**

1. In the case of sorting a batch of the cargo only, the fee shall be charged on the entire batch tonnage
2. Relocation fees set operatively shall be calculated:
  - a) for partial relocation – on 50% of the cargo batch weight,
  - b) for total relocation – on the tonnage of the entire cargo batch,
  - c) for relocation involving sorting – on the tonnage of the entire batch, regardless of the sorted quantity.

## 10. LABOUR AND LEASE OF HANDLING EQUIPMENT:

### 10.1 Man-hour rates for labour, per man-hour:

1. OTPG's employee: .....	220,00
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#### EKSPLANATIONS:

- The hourly rates shall apply to:
  - breaks in handling, loading and unloading operations and manipulations,
  - in case of waiting for gangs (working groups) referred to in § 2 pt. 5 and 23 of these Regulations,
  - the execution of works which are not covered by these Rates.
- Fees shall be charged for each commenced half an hour.

### 10.2 Lease of handling equipment and means of land transport with operator, for each commenced hour:

1. Mobile and quay crane, gantry crane .....	1 570,00
2. Reach Stacker, heavy forklifts over 16 tons of lifting capacity .....	785,00
3. Diesel stacker:	
a) up to 8 tons of lifting capacity .....	500,00
b) over 8 tons to 16 tons of lifting capacity .....	670,00
4. Terminal tractor with a semi-trailer, wheeled loaders .....	560,00
5. Other equipment – to be determined	

## § 10

### FINAL PROVISIONS

- If OTPG trades in cargoes subject to a customs procedure (in accordance with the provisions of the Customs Code), the Ordering Party is obliged to abide by the procedures of the Customs Office.
- In matters not regulated hereunder, the following provisions shall apply:
  - Customs Code,
  - Maritime Code,
  - Civil Code,
  - Mutual agreements, commercial contracts,
  - Technological Manual of OT Port Gdynia Sp. z o.o. on the Handling of Hazardous Cargo, Classes 1 to 9,
  - Regulations for External Car Park at 32 Polska Street, introduced by Order no. 14/2021
  - Cooperation practices and guidelines for port traffic participants. Document adopted by resolution of the Council of the Polish Chamber of Maritime Commerce no. 24/R/2013 of 10.10.2013,
  - General principles of use of port infrastructure of Port of Gdynia Authority of 16.12.2008,
  - OHS provisions,
  - ISPS - International Ship and Port Facility Security Code.
- Forms of orders are available on OTPG's web site <http://otpg.pl/en/customers-zone> .