TERMINAL SERVICES
STANDARD TERMS AND CONDITIONS
("STANDARD CONDITIONS")

THE USER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE TERMINAL OPERATOR'S LIABILITY AND THOSE WHICH REQUIRE THE USER TO INDEMNIFY THE TERMINAL OPERATOR IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME BEING CLAUSES Błąd! Nie można odnaleźć źródła odwołania.**,** Błąd! Nie można odnaleźć źródła odwołania. **AND** Błąd! Nie można odnaleźć źródła odwołania.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Agent" shall have the meaning given to it in Condition 8.1;

"**Berth**" means a safe mooring place along-side the quay used for stevedoring operations;

"Cargo" means goods of any kind, size or weight/measurement whatsoever, transported or to be transported in a Container, or an Out of Gauge Container and includes any Non-containerised Cargo carried on a Container Ship;

"Charges" shall have the meaning given to it in Condition 9.1;

"Confidential Information" means the provisions of these Standard Conditions and all information in any form or medium which is secret or otherwise not publicly available (either in its entirety or in part including the configuration or assembly of its components) including commercial, financial, marketing, or technical information, know-how, trade secrets, business methods and other information in any form or medium whether disclosed orally or in writing, together with any and all reproductions of such information in any form or medium or any part(s) of this information;

"Container" means any full, partly loaded or empty standard ISO container 20', 30', 40', 45' in length, 8' in width and 8'6"/9'6" in height including, but not limited to, dry, flat rack, open top, artificial 'tween-deck, pallet-wide, platform, bolster, reefer, tanks and other with ISO recommended lifting arrangements and consistent with the safety requirements of CSC (Convention for Safe Containers), and which can be handled by means of a container spreader;

"Container Ship" means a ship appropriately fitted for the carriage of Containers, Out of Gauge Containers and/or Noncontainerised Cargo whether above or below deck, including all lashing

equipment required for the proper securing of Containers in the ship hold and on board;

"**Terminal**" means the terminal facilities at BCT - Bałtycki Terminal Kontenerowy Sp. z o.o. in Gdynia;

"Custody" means:

(a) in respect of import Containers (laden or empty) or Non-containerised Cargo: (i) the period which begins when the Container or Non-containerised Cargo is physically lifted off from the Container Ship's deck, hold or from the top of other Containers on the Container Ship and ends when the Container or Non-containerised Cargo is loaded onto the means of land transport by the Terminal Operator's cargo handling equipment for delivery to consignee, or if shorter, (ii) the period during which the User is responsible for the Cargo under the bill of lading or other transport document if one has been issued;

(b) in respect of export Containers (full or empty) or Non-containerised Cargo the period which begins when the Container or Non-containerised Cargo is physically lifted off from the means of land transport by the Terminal Operator's cargo handling equipment for stacking at the container yard of the Container Terminal and ends when the Container or Non-containerised Cargo is laid to rest on the Container Ship's deck, hold or on top of another container on the Container Ship;

(c) in respect of transhipment Containers (laden or empty) or Non-containerised Cargo the period which begins when the Container or Non-containerised Cargo is physically lifted off from one Container Ship's deck, hold or from the top of the Containers on one Container Ship and ends when the Container or Non-containerised Cargo is laid to rest on another Container Ship's deck, hold or on top of another container on another Container Ship;

"EDI" means electronic data interchange between the Parties;

"Health and Safety Rules" means the health and safety rules of the Terminal Operator notified to the User from time to time;

"Liabilities" mean any and all costs (including the costs of investigating and defending any claims), expenses, claims, demands, losses, damages, liabilities, orders, awards, fines, penalties, proceedings and judgments of whatsoever nature;

"Non-containerised Cargo" means Cargo not contained in a Container, accepted for transport/carriage on a Container Ship which cannot be handled by means of normal use of a container spreader even with special attachments;

"**Out of Gauge Container**" means a Container where Cargo protrudes beyond the standard dimensions of the Container which must be handled with the use of special attachments to a container spreader;

"**Port Act**" means Act on Ports and Marinas from 20th of December 1996 with subsequent amendments

"SDR" means Special Drawing Rights as defined by the International Monetary Fund;

"Services" mean any and all services that are provided by or arranged by the Terminal Operator, including without limitation the handling of Containers and Cargo;

" Tariff" means the Terminal Operator's tariff or charges e.g. BCT Services Tariff binding in a given year;

"**Terminal Operator**" means BCT - Bałtycki Terminal Kontenerowy Sp. z o.o. in Gdynia (hereinafter the “BCT”).;

"TEU" means twenty feet equivalent unit and in calculating TEUs, a 20' Container comprises one (1) TEU and a 30', 40' and a 45' Container each comprises two (2) TEUs respectively;

"User" means (i) any person who receives or benefits from the BCT Services, including, without limitation, the owner of, charterer (of whatsoever nature) of, or any other person who is or may become interested in a Container Ship calling at the Container Terminal, the Container Ship's master and any

person who has control of the operation of such Container Ship, the owner or any other person who is or may become interested in the Cargo, Containers, installation, machinery, packaging, case or pallet; (ii) the owner, or any other person who is or may become interested in any road or rail vehicle which enters the Container Terminal, and (iii) any person who drives or operates such a vehicle and who uses and/or enters the Container Terminal.

"**Freight forwarder"** means a freight forwarding entity which organises and supervises transport of a container and/or cargo in land operations.

"Ship" means any ship transporting Cargo to the Container Terminal, including Container Ships, other Cargo Ships and ro-ro ships;

"TOS" means Terminal Operating System e.g. IT system used at BCT for cargo operations.

1.2 The services provided by the BCT shall be settled based on:

1.2.1 These Standard Conditions;

1.2.2 Terminal procedures (Operations Regulations) which will provide detailed terms connected with cargo handling in scope not covered by the Standard Conditions, which constitute Attachment A hereto;

1.2.3 Terminal Operator's Tariff Regulations,

1.2.4 arrangements and trade agreements between the parties, as well as the documents to evidence their implementation; and

1.2.5 statutory provisions applicable to services provided by BCT.

1.3 In these Standard Conditions:

1.3.1 a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made or other thing done under the statutory provision or under such re-enactment;

1.3.2 a person includes a reference to a government, state, state agency, corporation, corporate body, association or partnership;

1.3.3 a person includes a reference to that person's legal personal representatives, successors and permitted assignees;

1.3.4 the singular includes the plural and vice versa (unless the context otherwise requires);

1.3.5 any and all words following the word **"including"** shall be interpreted without limitation to the generality of the preceding words;

1.3.6 a reference to a **Condition**, unless the context otherwise requires, is a reference to a clause of these Standard Conditions.

1.4 The headings in these Standard Conditions do not affect their interpretation.

2. SERVICES

2.1 The Terminal Operator will:

2.1.1 provide the Services subject to and in accordance with these Standard Conditions;

2.1.2 provide the Services using reasonable care and skill;

2.1.3 comply with all laws and regulations in force and applicable to the relevant Services;

2.1.4 obtain all necessary licences and permits required to operate as a terminal operator and provide the Services.

2.1.5 when applicable, use EDI on terms and procedures agreed between the Parties, and when financially practicable keeping pace with the current industry standards;

2.1.6 perform any other services agreed or to be agreed between the Terminal Operator and the User based on Rates in Condition 9, or as otherwise agreed upon in writing.

2.2 Subject to specific written instructions given by the User and accepted by the Terminal Operator in writing, the Terminal Operator reserves to itself complete freedom in respect of the means and procedures to be employed in the provision of the Services. The Terminal Operator may deviate from the User's instructions (whether or not accepted by the Terminal Operator) in any respect if the Terminal Operator considers it is necessary in the interest of the User and the User shall reimburse the Terminal Operator with any and all justified expenses incurred thereby.

2.3 The Terminal operates [twenty four (24)] hours a day, every day throughout the year.

2.4 Normal working hours are set out in BCT Service Tariff. Any Services required outside the normal working hours must be pre-agreed with the Terminal Operator and overtime rates will apply as per BCT Service Tariff .

3. SCOPE AND APPLICATION OF THESE STANDARD CONDITIONS

3.1 These Standard Conditions shall apply to:

3.1.1 all Services provided by BCT to the User;

3.1.2 the use by any User of the Container Terminal and/or the facilities at the Container Terminal;

3.1.3 all ships which berth at the Container Terminal;

and also shall be binding on all Users who receive or benefit from the Services, and those who use and/or enter the Container Terminal.

4. REQUEST FOR A BERTH

4.1 Berths shall be provided on a first come first served basis, subject to any berthing arrangements agreed with other users of the Container Terminal and Terminal Procedures.

4.2 The User shall give the Terminal Operator notice of its requirement to berth at the Container Terminal at least 36 hours before the estimated time of arrival of the Ship, and thereafter 18 and 12 hours notice prior to estimated time of arrival.

4.3 If a ship arrives at the Container Terminal within 4 hours of the agreed time of arrival, the Terminal Operator shall use endeavours to provide a berth within six (6) hours of the agreed time of arrival.

4.4 In respect of each Ship, the User shall also give the Terminal Operator all the relevant details of the Containers, Out of Gauge Containers and/or Non-containerised Cargo in respect of which the Services will be required before the estimated time of arrival of the Vessel (details to include number, type, weight and dimension) in accordance with Attachment A – Operations Regulations. The Terminal and the User will agree the maximum number of moves required prior to arrival of the Ship. Based on the agreed maximum number of moves, the Terminal Operator will allocate the Ship a berthing window during which the Services will be provided (in this Condition "**Berthing Window**"). The User shall procure that the Vessel shall vacate the berth at the end of the Berthing Window. User shall indemnify the Terminal Operator against any and all Liabilities howsoever assumed, incurred or suffered by the Terminal Operator in connection with the incapacity or inability to vacate at the end of the Berthing Window.

5. USER'S OBLIGATIONS AND WARRANTIES

5.1 The User shall provide any and all the required documents and information (below/in Attachment A – Operations Regulations) needed to prepare the ship handling operations at least 12 hours before the estimated time of arrival of the Ship.

5.2 At all times when a Ship is berthed at the Container Terminal, the User shall make sure that:

5.2.1 the ship furnishes adequate lighting and safe ingress and egress (for the Terminal Operator's personnel) have been ensured;

5.2.2 presence of appropriately qualified and experienced officers and crew is ensured aboard in order to maintain an alert watch and respond to emergencies and to enable the Terminal Operator to provide the Services;

5.2.3 engines of the ship are maintained in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth;

5.2.4 its crew members adhere at all times to all Health and Safety Rules;

5.2.5 its crew complies with all applicable laws and legal requirements relating to the Ship, Cargo, Containers, Ship operations and the use of the Container Terminal; and

5.2.6 shall not drift away from the Terminal while berthing or otherwise; and should this occur, it shall be the sole responsibility of the master of the ship and the User.

5.3 The User and the master of the ship shall be in sole charge of the ship while using any of the berths or wharves in the Terminal, and her safety shall be the sole responsibility of the User. The User shall be held responsible for any loss and/or damage that may arise from faulty navigation, or by reason of her breaking adrift from her moorings. No instruction or direction given, or act performed by the Terminal Operator or its officers, employees or sub-contractors shall place any responsibility upon the Terminal Operator, with respect to the security or safety of such ship.

5.4 The User will be solely responsible for complying with all formalities, procedures and regulations prescribed by the relevant customs authority and any governmental authority or other agency having legal jurisdiction over the relevant matter and which arises in connection with the Cargo, Containers and/or the Vessel and for obtaining all necessary licenses, and authorisations required for the transportation, exportation or importation of the Cargo. The Terminal Operator shall not be liable whatsoever in this regard. The User shall be solely responsible for taking actions to carry out the corresponding proceedings and obtaining the licenses and permits required by law. By virtue of the foregoing, the User agrees to hold the Terminal Operator harmless from any claims, fines, penalties, charges, payoffs or otherwise resulting from any breach to this provision.

5.5 The User shall:

5.5.1 take out and maintain adequate hull and machinery and protection and indemnity (P&I) Insurance in respect of its Vessel/s, the latter from a Club being a member of the International Group of P& I Clubs, together with insurances adequate to cover its liabilities under this Standard Conditions.

5.5.2 If so requested, provide the Terminal Operator with a copy of the certificate of insurance confirming that these insurance requirements have been complied with. Such request or absence of such a request shall in no way be construed as waiving the User's obligations to obtain insurance required by law or under this Standard Conditions.

5.5.3 The Terminal Operator reserves the right to not allow those vessels to berth, which have not complied with the insurance requirements herein.

5.6 User's Warranties

5.6.1 The User warrants and represents that:

(a) it is authorised to contract with the Terminal Operator on the terms of these Standard Conditions in respect of the Vessel, the Cargo and the Containers, and that it is accepting these Standard Conditions not only for itself, but also as agent for and on behalf of the owners of the Ship (if it is chartered by the User), Cargo and Containers or any other person who is or may become interested in the Cargo;

(b) all the documentation and information provided by the User or its representatives in relation to any Cargo and/or Containers is full and accurate.

5.6.2 In respect of all Cargo and Containers, the User warrants and represents that they:

(a) are properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Cargo and the Containers;

(b) are, for goods that need refrigeration, properly contained in reefer containers with the required temperature settings;

(c) are liable to give off any injurious dust, gas, fumes, liquid or radiation;

(d) are not infested, verminous, leaking, rotten or subject to fungal attack and not liable to become so while at the Terminal;

(e) are not over-heated or under-heated or liable to become so while at the Terminal;

(f) will not contaminate or cause danger, injury or pollution or damage to any person, the Terminal, any other cargo, equipment or ship or the environment adjacent thereto or generally;

(g) require for their safekeeping no special protection (other than as may be agreed in writing between the parties) arising from vulnerability to heat, cold, moisture, salt, pilferage or proximity to other cargo or from inflammability but will remain safe if left standing in the open or in covered accommodation at the Terminal if agreed in writing with the Terminal Operator;

(h) contain no drugs, prohibited or stolen goods, contraband, pornographic or other illegal matter; and

(i) are fit for their intended purpose and in a fit and proper condition to be handled or otherwise dealt with by the Terminal Operator.

5.7 Indemnity

5.7.1 The User shall promptly indemnify the Terminal Operator against any and all Liabilities howsoever assumed, incurred or suffered by the Terminal Operator (including its wharf, port, fender, mooring bollards, quay cranes as well as other infrastructure and equipment), its customers (including other Users, Vessel and third parties) its employees, servants, agents, insurers or re-insurers as a result of or in connection with any of the following:

(a) any breach by the User of the obligations, representations and/or warranties given in Condition **Błąd! Nie można odnaleźć źródła odwołania.**;

(b) the Terminal Operator acting in accordance with the User 's instructions;

(c) any damage to the wharf and or/to the port, Terminal, equipment, fenders, mooring bollards, ships, vessels belonging to the Terminal or any third party, caused during or arising from the act of berthing or unberthing, whether by reason of incompetence or negligence of the pilot in-charge of the ship belonging to the User, or as a result of improper mooring of the ship while alongside the wharf/berths, and shall hold the Terminal Operator indemnified, by payment on demand, against all claims, demands, losses, costs and expenses arising from any such damage, except it is solely and directly caused by gross negligence or wilful misconduct of the Terminal Operator, its servants or sub-contractors.

6. DANGEROUS CARGO

6.1 Except with the Terminal Operator's express prior consent in writing, the Terminal Operator will not accept to deal with Cargo which is or may become dangerous (whether or not so listed in international codes or manuals), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or person whatsoever. Where the Terminal Operator expressly accepts in writing to deal with Cargo of a dangerous nature:

6.1.1 the User shall promptly provide the Terminal Operator with such information as is necessary for it to perform its obligations in connection with such Cargo in accordance with all applicable laws, regulations and/or requirements, including without limitation information about the nature of the Cargo, the appropriate manner and method of storage, handling and transportation; and

6.1.2 the Container must be distinctly marked on the outside so as to indicate the nature and character of any such Cargo and so as to comply with all applicable laws, regulations and/or requirements.

6.2 If the User fails to provide such information and the Terminal Operator is unaware of the dangerous nature of the Cargo and the necessary precautions to be taken and if, at any time, it is deemed to be a hazard to life or property, it may be destroyed or rendered harmless, as circumstances may require, without compensation, and the User shall be liable for any and all Liabilities arising out of the Services, the destruction or rendering the Cargo harmless. The burden of proof that the Terminal Operator knew the exact nature of the danger constituted by the carriage of the Cargo shall rest upon the User.

6.3 The User shall indemnify and hold harmless the Terminal Operator against any Liability howsoever arising from any breach of the provisions of this Condition 6.

7. TERMINAL OPERATOR'S RIGHTS

7.1 The Terminal Operator may at any time inspect any Ship, vehicle, Cargo, Container, equipment or other property in the User's possession or control for the purposes of ensuring compliance with these Standard Conditions.

7.2 The Terminal Operator reserves the right to suspend the provision of any Services in the event of any breach of these Standard Conditions.

7.3 The Terminal Operator has the exclusive right to lash/unlash the Cargo on ships unless the parties agree otherwise. Fees for the aforementioned services shall be incurred by the business entity pre-lodging the Ship.

7.4 The Terminal Operator reserves the right to put a container with leakage into an emergency bath and to impose any and all costs onto the Shipper, which may arise in this respect.

7.5 The Terminal Operator may refuse acceptance of damaged or distorted Containers and general cargo or any Container which in its opinion is/are in an unsatisfactory condition.

7.6 The Terminal Operator may refuse to handle any Container or Cargo with a weight which exceeds its stated weight or the safe working load of any cargo handling equipment. Should any of the Terminal Operator's cargo handling equipment be used in handling an overweight Container or Cargo, the User shall indemnify and hold harmless the Terminal Operator against any Liability howsoever arising from any loss of or damage to property or death or personal injury arising out of or caused by the handling of the overweight Container or Cargo.

7.7 The Terminal Operator may install and operate any and all surveillance devices to protect the safety and security of its property and that of its customers and third parties and to assist in the investigation and/or prosecution of any illegal act or any alleged breach of these Standard Conditions.

8. AGENT

8.1 The User may, subject to prior notification in writing to the Terminal Operator, appoint an agent in respect of the Services (in these Conditions the **"Agent"**), in which event the User shall be deemed to have authorised the Agent to act on the User's behalf in respect of any and all matters hereunder including to pay to or receive from the Terminal Operator any and all sums due under these Standard Conditions unless the User notifies the Terminal Operator to the contrary at any time hereafter and:

8.1.1 the Terminal Operator shall be entitled at any time and from time to time hereafter, to act upon any instruction, request, notice or other communication from the Agent without prior reference to the User and to receive from and to pay to the Agent any sums due under these Standard Conditions (including any and all rebate);

8.1.2 any payment made by the Terminal Operator to the Agent pursuant to these Standard Conditions shall be held by the Agent in trust for the User and the receipt by the Agent of such a payment shall be a full and sufficient discharge of the Terminal Operator in respect of such a payment; and

8.1.3 the power granted to the Terminal Operator under Condition 8.1.1 above shall continue until the Terminal Operator receives written notice from the User to cease acting upon such communication or to cease the receipt and/or making of such payments from and to the Agent thereafter.

9. RATES AND PAYMENT

9.1 In consideration of the provision of the Services, the User will pay the charges calculated in accordance with the Tariff (**"Charges"**). The Terminal Operator shall be entitled to vary its Tariff at any time by

giving a minimum of 30 days' written notice to the User, effective on the last day of the calendar month.

9.2 Unless otherwise agreed in writing with the User all Charges are payable in advance prior to the provision of the Services.

9.3 All Charges are exclusive of value added tax and any other tax, duty or fee imposed from time to time by any government or other authority which shall be paid by the User at the rate and in the manner prescribed by law.

9.4 All payments due from the User under these Standard Conditions shall be made in full without any set-off, abatement, restriction or condition and without any deduction in respect of bank charges or otherwise or withholding for or on account of a counter claim.

9.5 The Terminal Operator reserves the right to charge interest based on the regulations of Polish Act on Counteracting Excessive Delays in Commercial Transactions with further amendments calculated on a daily basis, on all amounts not received by the due date for payment.

9.6 Without prejudice to any other rights and remedies the Terminal Operator may have under these Standard Conditions or otherwise, the Terminal Operator shall have a general as well as a specific lien on the Cargo, the Containers and any documents relating thereto for all sums whatsoever due at any time to the Terminal Operator under these Standard Conditions or otherwise. To enforce and satisfy the Terminal Operator's lien, the Terminal Operator shall have the right, at the User's expense, to sell the aforementioned Cargo, Containers and documents by public auction or private treaty, without notice to the User and without any liability towards the User and to apply the proceeds in or towards the payment of such sums. The Terminal Operator shall, upon accounting to the User for any balance remaining after payment of any sum due to the Terminal Operator, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Cargo, Containers or documents.

10. LIABILITY

10.1 Ship

10.1.1 The Terminal Operator shall only be liable for loss of or damage to any Ship including its gear and all other equipment to the extent the same was caused by the negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is responsible.

10.1.2 The Terminal Operator's liability under Condition 10.1.1 shall be limited to the lesser of: (a) the reasonable repair costs or replacement costs (with an item of the same age and in the same condition) of the Container Ship and (b) USD 5,000,000 per incident or series of connected incidents.

10.2 Containers

10.2.1 The Terminal Operator shall only be liable for loss of or damage to any Container to the extent the same was caused by the negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is responsible.

1.1.1 The Terminal Operator's liability under Condition 10.2.1 shall be limited to the lesser of:

(a) the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the Container; and

(b) US$ 5,000 per Container, unless the Container is either (i) a refrigerated Container, in which case the limit shall be US$ 10,000 per refrigerated Container or (ii) a tank Container, in which case the limit shall be US$ 7,000 per tank Container.

10.3 Cargo

10.3.1 The Terminal Operator (or any other party for whom Terminal Operator is responsible) shall be entitled to avail itself of the defences, limitations and exclusions of liability which are available to the User under the bill of lading or other transport documents, evidencing a contract of carriage, which has been issued in respect of Cargo carried by the User.

10.3.2 Where no bill of lading or other transport document as aforesaid has been issued in respect of the Cargo, the Terminal Operator shall only be liable for loss of or damage to any Cargo to the extent the same is caused by negligence or wilful misconduct of the Terminal Operator or any other party for whim the Terminal Operator is responsible, and such liability shall be limited to the lesser of: (a) the reasonable repair costs or replacement costs (with an item of the same age and in the same condition) of the Cargo; and (b) 2SDRs per kilo of gross weight of the Cargo lost or damaged.

10.3.3. However, Terminal Operator shall in no case be liable for the following Cargo: plants, trees, flowers, living creatures, Money, manuscripts, deeds, documents, lottery tickets, plans, designs, jewellery, precious stones, precious metals or objects made from them, works of art, when the Terminal Operator was not informed five (5) working days prior to arrival of the Vessel.

10.4 Delay

10.4.1 The Terminal Operator accepts no responsibility whatsoever and howsoever arising (including negligence) with regard to any failure to adhere to any timeframe or any delay in the performance of the Services (including to Containers, Cargo or Container Ships).

10.4.2 Without prejudice to Condition 10.4.1 above, if the Terminal Operator is found liable for loss or damage caused by delay or if the Terminal Operator fails to adhere to timeframes agreed under Condition 10.4.1, the Terminal Operator's liability for the same shall not in any circumstances whatever exceed a sum equal to the amount of the Charges in respect of the Services provided in relation to the relevant Containers, Cargo or Container Ships.

10.5 Exclusions

10.5.1 The Terminal Operator shall not be liable for loss of or damage to any Ship, Container or Cargo under the provisions of this Condition 10 unless the User can establish that the loss or damage was directly caused by the Terminal Operator or any other party for whom the Terminal Operator is responsible whilst (in respect of Cargo or Containers) the same was in the Custody of the Terminal Operator or any other party for whom the Terminal Operator is responsible. If the loss or damage was contributed to by the act or omission of the User or any other person, the Terminal Operator shall be exonerated from liability under Condition 10 to the extent that such act or omission contributed to the loss or damage.

10.5.2 The Terminal Operator shall not be liable for loss of or damage to any Ship, Container or Cargo under the provisions of this Condition 10 unless the Terminal Operator's cargo handling equipment was used.

10.5.3 Save as set out in Condition 10, the Terminal Operator shall not be liable for any loss of or damage to any Ship, Cargo or Container howsoever arising (whether caused by negligence or otherwise).

10.6 General liability

10.6.1 Processing of personal data the controller of which the Terminal Operator is shall take place in IT systems of the Terminal Operator in accordance with the requirements arising from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and the Act on the protection of personal data, as amended.

10.6.2 The User undertakes to familiarise its staff members and subcontractors with the procedures and instructions binding on the premises of the Terminal Operator available at the website: http://www.bct.gdynia.pl/dla-klientow/regulaminy-i-procedury as well as to respect these provisions and rules.

10.6.3 Notwithstanding any other provisions of these Standard Conditions, the Terminal Operator shall have no liability for any loss of profit, loss of sales, loss of business, loss of goodwill or

reputation, third party claims (in each and every case whether direct or indirect) or for any indirect or consequential loss in respect of all claims, losses or damages, whether arising from tort (including negligence), bailment, breach of contract, breach of statutory duty or otherwise under or in connection with these Standard Conditions, performance or any failure or delay in performance of the Services or any obligation under these Standard Conditions (including delay to a Container Ship or Cargo) or termination of the agreement constituted by these Standard Conditions.

10.6.4 Nothing in these Standard Conditions shall exclude or restrict the Terminal Operator's liability for death or personal injury caused by its negligence or any other act or omission, liability for which may not be excluded or limited under applicable law.

10.7 Applicability to actions in tort

10.7.1 The defences, exclusions and limits of liability provided for in these Standard Conditions shall apply in any action against the Terminal Operator whether the action be found in tort, bailment, contract, breach of express or implied warranty or otherwise.

10.8 Notification of claims

10.8.1 Any and all claims by the User against the Terminal Operator arising in respect of any Services provided for the User, or which the Terminal Operator has undertaken to provide must be made and notified in writing or by electronic mail to the address: reklamacje@bct.gdynia.pl to the Terminal Operator within a reasonable time, but in any event within thirty (30) days from the date of the event or occurrence alleged to have given rise to a cause of action against the Terminal Operator.

10.8.2 The Terminal Operator has the right to demand additional documents from an entity lodging a complaint and their certification within 14 days from a complaint date.

10.8.3 The parties agree that any and all claims not made and notified in accordance with Condition 10.7.1 shall be deemed to be waived and absolutely barred.

10.9 Time limit for claims

10.9.1 Notwithstanding the provisions of Condition **Błąd! Nie można odnaleźć źródła odwołania.**, the Terminal Operator shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Service provided for the User, or which the Terminal Operator has undertaken to provide, unless legal proceedings be brought and written notice thereof given to the Terminal Operator within twelve (12) months from the date of the event or occurrence alleged to give rise to a cause of action against the Terminal Operator.

10.10 De-minimis

10.10.1 The User shall not be entitled to bring any claim howsoever arising (including negligence) unless and until the amount of any such individual claim exceeds US$[***500***].

10.11 Indemnity for excess liability

10.11.1 The User shall promptly indemnify the Terminal Operator against any and all Liabilities howsoever assumed, incurred or suffered by the Terminal Operator, its employees, servants, agents, insurers or re-insurers as a result of or in connection with any claim made by any third party (including without limitation a claim made by the owner of the Cargo or any other person who is or may become interested in the Cargo or any customs authority) (in this Condition a "**Third Party Claim**"):

(a) when the Third Party Claim arises from or in connection with the Services (whether caused by the Terminal Operator's negligence or otherwise); and

(b) to the extent the Third Party Claim exceeds the Terminal Operator's liability to the User under the Standard Conditions.

10.12 Without prejudice to any other provisions of these Standard Conditions, the User shall incorporate into the bill of lading and other transport documents evidencing contracts of carriage issued in respect of Cargo carried by the User, a clause to the effect that while acting in the course of or pursuant to these Standard Conditions, the Terminal Operator shall be entitled to the benefit of any and all provisions or clauses in the bill of lading or other transport document to the extent such provisions and clauses benefit the User, but no further, and the Terminal Operator for itself and any party for whom it is responsible hereby accepts such a benefit.

10.13 The Terminal Operator authorises, empowers and directs the User to act, and the User hereby agrees to act, as the Terminal Operator's trustee and/or agent for the limited purpose only of complying with Condition 10.9.

11. INSURANCE

11.1 The Terminal Operator is under no obligation to maintain property insurance for Containers, Cargo or Container Ships.

11.2 The Terminal Operator shall, at its own expense, procure and maintain policies of insurance covering:

11.2.1 any and all liabilities assumed by it under these Standard Conditions; and

11.2.2 any and all requirements by law, including public and third party liability.

12. FORCE MAJEURE

12.1 A Party shall not be liable for any failure of or delay in the performance of its obligations under this Agreement to the extent that such performance is prevented or delayed by Force Majeure.

12.2 An event of Force Majeure means any event which could not be foreseen or which is foreseeable but inevitable, including any act of God or man such as fire, flood, typhoon, earthquake, outbreak, strike or other grave labour problem, riot, war, or a change in law, order, rule or regulation by the government.

12.3 As soon as practicable but no less than 24 hours from the occurrence of the Force Majeure, the affected Party shall notify the other Party of the occurrence through a written notice, e-mail, or, if the affected Party has limited means of communication, by any available means of sending a notice; provided, however, that the affected Party shall continue to use commercially reasonable efforts to remove or mitigate the cause and/or impact of the Force Majeure.

12.4 Within seven (7) days from the notice of Force Majeure, the affected Party shall submit to the other Party a written explanation on the (i) particulars of the Force Majeure and its connection with the failure or delay in the performance by the affected Party; (ii) actions being taken to remove or mitigate the cause and/or effect of the Force Majeure after its occurrence; (iii) expected duration of the Force Majeure; and (iv) undertaking to provide a notice of termination of Force Majeure and immediate resumption of the affected obligation or a notice of extension of Force Majeure, as the case may be.

12.5 The other Party shall review the explanation from the affected Party for satisfaction with the above requirements and when so satisfied, shall approve the same.

12.6 The payment of any invoices due and owing under this Agreement shall in no event be delayed by the affected Party.

12.7 If the Terminal Operator is prevented by Force Majeure from providing the Services either at all or to a substantial extent and the period of Force Majeure exceeds two (2) months, then at any time on or after the expiry of that period either Party may terminate this Agreement immediately by serving fourteen (14) days written notice on the other.

12.8 Irrespective of the affected party's obligations, if an event of Force Majeure is invoked by Terminal Operator, Terminal Operator shall not be entitled to charge for any Services whether

such Services are provided by Terminal Operator during the event of Force Majeure including but not limited to fees for demurrages and re-nominations

12.9 During any period of Force Majeure, if the Terminal Operator incurs any additional costs in complying with its obligations under these Standards Terms and Conditions, the User shall pay the same to the Terminal Operator.

13. CONFIDENTIALITY

13.1 The parties undertake that they shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Condition 13.2.

13.2 Each party may disclose the other party's Confidential Information:

13.2.1 to its employees, officers, agents, representatives or professional advisers who need to know such information for the purposes of carrying out the party's obligations under these Standard Conditions; and

13.2.2 as may be required by law, court order or any governmental or regulatory authority.

13.3 If either party breaches this Condition 13, the other party shall have the right to immediately obtain an injunction to prevent the further disclosure of any confidential information, in addition to any other right it may have at law or otherwise.

13.4 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under these Standard Conditions.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 The Terminal Operator may assign any or all of its obligations under these Standard Conditions.

14.2 The User may not assign, novate or otherwise dispose of its rights or obligations under these Standard Conditions or any part thereof without the prior written consent of the other party (such consent not to be unreasonably withheld or unduly delayed).

14.3 The Terminal Operator may sub-contract any part of its obligations under these Standard Conditions.

15. SAFETY OF LIFE AT SEA (SOLAS)

15.1 The International Maritime Organization (IMO) has amended the Safety of Life at Sea (SOLAS) Convention to require that a packed Container’s gross weight be verified before the Container can be loaded on board a ship. The SOLAS amendment provides that no Container without a verified gross mass (VGM) can be loaded on board a ship.

15.2 The responsibility for obtaining and documenting the verified gross weight of a packed Container (or containerized cargo) lies with the shipper. Unless otherwise directed by the relevant government authority, the shipper shall provide this information before or by the time the Container is delivered to the Terminal. The shipper shall indemnify and shall hold the Terminal Operator free and harmless from any liability, loss or damage arising from an erroneous VGM of a packed Container (or containerized cargo).

15.3 However, if the Terminal Operator addresses an uncertainty about the gross mass of a packed Container by weighing the Container, the weight obtained by the Terminal Operator shall be

used for vessel stowage planning. The shipper recognizes that, if he fails to provide a verified container weight as called for by the SOLAS amendments, the Terminal Operator may refuse gate-in of the Container subject to the regulations of the local port authority. In the event that the Terminal Operator is mandated to be the official VGM source by the relevant authority or is contracted to obtain a verified container weight, there shall be a cost for such services that the affected parties will need to address.

15.4 SOLAS regulation VI/5 requires that a Container not be packed to more than the maximum gross mass indicated on the Safety Approval Plate under the IMO's Convention for Safe Containers (CSC), as amended. A Container with a gross mass exceeding its maximum permitted gross mass may not be loaded onto a ship.

15.5 As used in this Standard Condition on SOLAS, the term "*shipper*" is the party named on the ocean carrier's bill of lading, which may at the same time be the "*User*" under (i) and (ii) of its definition in Condition 1.1.

16. COMPLIANCE CLAUSES

16.1 Parties shall at all times comply with all laws, rules, regulations, and orders of any governmental authority as well as possession of all required permits, licenses, and other authorizations for the conduct of its business.

16.2 User acknowledges access to copies of ICTSI's Code of Business Conduct (https://cdnweb.ictsi.com/s3fs-public/inline-files/ictsi_-_code_of_business_conduct.pdf) and Global Principles on Human Capital (https://cdnweb.ictsi.com/s3fs-public/2020-11/hcb1_10.23_0.pdf). The User agrees to inform each of its employees, sub-contractors (if any, as may be allowed herein), agents dealing with the Terminal Operator of these policies and undertakes that the performance of the Services shall be consistent with the same.

16.3 The User further represents and warrants that it has not, nor any of its directors, officers, employees or representatives, taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government or public official/candidate or any officer or employee of the Terminal Operator to unlawfully influence official action or secure an unlawful advantage. The User conducts its business in compliance with applicable anti-corruption laws and maintains policies and procedures designed to promote and achieve compliance with such laws and, furthermore, the anti-bribery obligations under ICTSI's Code of Business Conduct.

16.4 The ICTSI Group is committed to uphold the principles of sustainable development in its operations and corporate stewardship of its people, customers, corporate resources, and the environment. These thrusts are documented in ICTSI's Annual Sustainability Report available at https://www.ictsi.com/what-we-do/sustainability. User undertakes to observe the foregoing or analogous principles and commitment and shall cooperate with the Terminal Operator in its sustainability efforts in the Terminal-and its community.

16.5 The User in all its dealings with the Terminal Operator operate safely so as to protect person and property based applicable laws as well as the Health, Safety, Security and Environment (HSE) Policies of the ICTSI Group. User shall provide the CLIENT HSE documentations that may include:

a) Risk assessments;
b) Work methodologies;
c) Training records;
d) Licenses and certificates; and
e) Standard Operating Procedures.

The User shall immediately notify the Terminal Operator of any health and safety and/or environmental incident (e.g. injury, property damage, oil spill, etc.) by the quickest practicable means (e.g. by phone call). The User shall follow this notice with a formal incident report in writing within eight (8) hours from the occurrence.

16.6 Both Parties agree that each of their employees, directors, affiliates, subcontractors, and any other person or entity acting on their behalf (hereinafter referred to as the "**Related Parties**") shall comply with all applicable anti-corruption laws including but not limited to the Parties' respective codes of business conduct and anti-bribery policies, and where applicable the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (hereinafter referred to as "**Anti-Corruption Laws**").

17. GENERAL PROVISIONS

17.1 These Standard Conditions (together with any document expressly incorporated by the parties (if any)) comprise the entire agreement between the parties with respect to the provision of the Services and any representations or statements whether made orally or written elsewhere are hereby excluded (including without limitation where such representations or statements were made negligently) provided always that this Condition shall not exclude or limit any liability or any right which any party may have in respect of precontractual statements made or given fraudulently supersede all previous agreements and arrangements between the parties with respect to the provision of the Services. If the User's documentation contains terms or conditions additional to or at variance with these Standard Conditions every such additional or varying term or condition shall be of no legal effect.

17.2 If any provision of these Standard Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then these Standard Conditions will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Standard Conditions, valid and enforceable. If a court declines to amend these Standard Conditions as provided herein, the invalid, illegal or unenforceable provision will be severed and the remainder of the provisions hereof will continue in full legal force and effect as if these Standard Conditions had been executed with the invalid, illegal or unenforceable provision eliminated.

17.3 In the event of any such severance as described in Condition 17.2 the parties will negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.

17.4 The failure of either party to insist upon strict performance of any provision of these Standard Conditions, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Standard Conditions.

17.5 A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract.

17.6 No waiver of any of the provisions of these Standard Conditions shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Condition 17.12.

17.7 Except as expressly stated in these Standard Conditions, no right or remedy conferred upon any party by these Standard Conditions shall be exclusive of any other right or remedy howsoever arising and any and all such rights and remedies shall be cumulative.

17.8 Any modification, variation, amendment or addition to these Standard Conditions must be in writing and signed by a duly authorised representative of each party.

17.9 Any party for whom the Terminal Operator is responsible shall have the benefit of the exclusions of liability contained in, and shall have the right to enforce, the provisions of these Standard Conditions

17.10 Except as stated in Condition 17.1017.9, a person who is not a party may not enforce, or otherwise have the benefit of, any provision of these Standard Conditions

17.11 The Terminal Operator is an independent contractor under these Standard Conditions. Nothing in these Standard Conditions shall be construed or interpreted to constitute a partnership, association or joint venture between the parties, or to make one party an agent or representative of the other party. Neither party shall hold itself out as an agent of or in a joint venture with the other party. The User shall have no authority to act on behalf of the Terminal Operator, and the Terminal Operator shall have no authority to act on behalf of the User, except to the extent necessary for the Terminal Operator to accomplish its obligations under these Standard Conditions.

17.12 Notices which serve to alter or revise the terms of or to terminate the agreement constituted by these Standard Conditions, or notices in respect of claims or legal actions or which otherwise have a material impact on these Standard Conditions shall be in writing in Polish or English, as the case may be, and served to the registered office of the other party by:

17.12.1 registered mail, or courier service, and shall be deemed served if sent by courier, on the date and at the time of signature of the courier's delivery receipt, or if sent by registered mail, 9:00 am on the fifth (5th) day after posting; or

17.12.2 fax (confirmed without undue delay by courier service or registered mail), and shall be deemed served when the sender receives one or more transmission reports showing the whole of the notice to have been transmitted to the correct fax number.

17.15. These Standard Conditions and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Poland.

17.16. Any and all claims under these Standard Conditions or otherwise arising from the Services shall be determined exclusively by the courts of Poland competent for Terminal Operator's seat to which jurisdiction the User irrevocably submit.

17.17. The Terminal Operator shall be entitled to bring legal proceedings against the User in the courts of Poland or in any other jurisdiction (including jurisdiction(s) where the User has a place of business or assets) and legal proceedings by the Terminal Operator in one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.

Attachment A to the Terminal Services Standard Trading Conditions

OPERATIONS REGULATIONS

At Bałtycki Terminal Kontenerowy Sp. z o.o. (BCT) in Gdynia

I. GENERAL

1. These Regulations shall apply to any and all persons involved or engaging in port and maritime trade in / with Bałtycki Terminal Kontenerowy Sp. z o.o. in Gdynia (hereinafter the "BCT").
2. These Regulations shall constitute an appendix to the Terminal Services Standard Trading Conditions (hereafter referred to as the "Standard Conditions") and are intended to specify the details thereof. These Regulations are not intended to change or modify the Standard Conditions and in case of conflicts between the provisions of these Regulations and the provisions contained in the Standard Conditions, the latter shall prevail, and these Regulations shall be interpreted in accordance with the provisions of the Standard Conditions.

   For the avoidance of doubt, these Regulations may create additional requirements and obligations between the parties involved. Additional requirements and obligations that are specified in these Regulations and are not included in the Standard Conditions shall not be considered as discrepancies and are to be observed by the parties.
3. The party which benefits from the BCT Services is absolutely obliged to familiarise its staff members and subcontractors with the procedures and instructions binding at BCT available at the website: https://bct.gdynia.pl/procedury as well as to respect these provisions and rules.
4. In the event of a conflict of interests between the contracting parties or in exceptional circumstances which could affect the performance and date of the services, the decision of the BCT Management shall apply subject to prior notification to the interested parties.
5. The parties involved in the cargo handling activities and/or manipulation of containers semi-trailers, less-than- container loads and vehicles in the BCT shall plan the works so as to ensure efficient handling of goods, vessels and means of land transport.
6. All persons involved shall provide the interested parties, within the time limits prescribed in these Regulations, with information and documents necessary to carry out the requested services.
7. Any and all services provided by BCT shall be carried out based on the data entered by the User in the BCT's IT system or upon a written request.
8. The User shall inform the BCT of any additional services and activities to be carried out concurrently with the BCT's services by any other institutions and companies.
9. BCT shall keep in its IT system an electronic record of all the goods being subject to handling. The information in the system will show the current status of the goods and provide evidence of their acceptance / delivery.
10. BCT reserves the right to modify the implementation schedule of the requested services.
11. During the submission of containers / semi-trailers, BCT shall check their technical condition in general, without checking the contents, in terms of potential damage to the goods and difficulties in further transport of the Container. Roofs and floors of the Containers are not subject to the assessment. BCT shall also confirm presence of a seal/seals.
12. In the event that full containers are found to be without a seal, unsealed or with a damaged seal during the unloading of the ship, BCT shall put on a seal in order to secure the cargo (without checking the contents) and such a seal shall be accepted by the parties.

    In the event that full containers are found to be without a seal, unsealed or with a damaged seal while putting down from the truck, BCT shall put on a seal in order to secure the cargo (without checking the contents) and such a seal shall be accepted by the parties.

13. The trade of non-EU goods in BCT's temporary storage warehouses shall be subject to supervision by the National Revenue Administration. Any and all goods stored in BCT shall be subject to supervision by the national border authorities and shall be subject to valid customs and fiscal provisions.

14. The entity submitting goods which are subject to a summary declaration (e.g. User, Agent) at BCT shall specify customs-approved treatment of such goods within the following time limits:

    (a) 45 days as from the date of submission of the summary declaration for goods transported by sea; or

    (b) 20 days as from the date of submission of the summary declaration for goods transported otherwise than by sea.

    Following the expiry of the storage time limit, customs authorities shall commence customs procedure in accordance with the applicable customs regulations, based on the electronic records in the TOS/Tideworks systems administered by BCT. The submitting person shall exclusively bear any and all costs incurred by BCT due to the non-observance of the formalities set out in the applicable customs regulations.

15. BCT shall offer space for 120 TEU for containers released for customs clearance, phytosanitary inspection, sample taking, counting, etc.

II. VESSEL HANDLING SERVICES

A. General provisions

1. The vessel's cargo handling equipment which could reduce the time of berthing services must be in proper technical condition as confirmed by a valid certificate.

2. The opening and closing of the vessel's hold as well as the provision of any necessary functional equipment for fixing containers at the designated locations shall be the sole responsibility of the vessel unless the opening/closing of the vessel's hold requires the use of the BCT's cargo handling equipment.

3. Lashing/unlashing of the Containers on the ship shall lie within the exclusive competence of BCT unless the parties agree otherwise.

4. The User shall inform BCT of any technical difficulties or any other limitations which could affect vessel operations as soon as it becomes aware of any such circumstances.

5. The User is obliged to notify BCT without delay of any damage to the vessel or cargo caused by BCT staff members, at latest before the end of the shift when the damage occurred. The persons in charge of the vessel should provide BCT with a written damage report. BCT will be considered responsible for the damage if the reported findings are clearly confirmed. BCT reserves the right to appoint an independent expert.

6. BCT shall immediately notify persons in charge of the ship and a relevant agent in the form of a protocol of any and all damage to the BCT's cargo handling equipment, caused by the ship.

7. In the event of any damage to the berth - caused by the vessel, BCT shall immediately inform ZMP Gdynia SA, Gdynia Harbour Master's Office, the persons in charge of the vessel and the relevant agent by way of a protocol.

8. In case of break-bulk cargo vessels and other non-standard cargo, all commercial and operational details shall be provided to BCT for approval at least 48 hours before arrival of the cargo/vessel. This includes vessel details, technical drawings, procedure of handling, points to attach lifting equipment, requirements about cargo stowage and all other applicable details.

B. Cargo handling operations at berths

1. The User shall inform BCT of the date of arrival of the vessel in advance in the manner provided herein:

    (a) WEEKLY NOTICE - may provide information about the estimated time of arrival and advance information on cargo, as well as any other information related to berthing services;

    (b) DAILY NOTICE - submitted 36, 24 and 12 hours in advance, provides information about the estimated time of arrival as well as any and all information related to the arrival of the vessel and cargo.

Cargo handling operations are scheduled by BCT based on the information on loading and unloading operations provided in the notice which shall be submitted 36 hours in advance. Any and all subsequent modifications thereto must be accepted by BCT. The vessel's agent shall be responsible for updating the relevant data in BCT's IT system in a timely manner.

2. Berthing services are scheduled by BCT in consultation with the User according to the following schedules:
   (a) for Tuesdays, Wednesdays, Thursdays and Fridays - to 12:00 noon on the previous day;
   (b) for Saturdays, Sundays and Mondays - to 12:00 noon on Friday; and
   (c) on bank holidays and other non-working days - not later than at 12:00 noon on the last working day immediately preceding the non-working day.
3. The requested berthing services may be cancelled as follows:
   (a) services requested for Tuesdays, Wednesdays, Thursdays and Fridays - to 12:00 noon on the previous day; and
   (b) services requested for Saturdays, Sundays, Mondays and bank holidays and other non-working days - at the latest within 12 hours before the commencement of the shift when the services would be started.
4. The User may request a vessel working team (gang), if it guarantees for each and every berthing crane of at least 150 handling movements, otherwise, BCT may, at its sole discretion, arrange the berthing services in accordance with the operational requirements.
5. Cargo must be fully ready before the commencement of the services.
6. The User shall provide BCT, at the latest within 12 hours before the vessel mooring to the quay, with any and all relevant documents required by BCT both in electronic and paper format (including load/unload list, manifest, stowage plan, etc.).
7. In the event of late arrival of the vessel or if the vessel is not ready for the requested services, the User shall exclusively bear the costs of waiting.
8. BCT may give consent to repairs on board of the vessel by the crew, supply of goods or bunker, provided that, any such activities will not cause any delay in the cargo handling operations of BCT. In any event, any and all such repairs on board of the vessel and/or any and all such services must be agreed to by BCT in advance.
9. Any and all regulations applicable to containers shall respectively apply to general cargo declarations and any other cargo.
10. Detailed operations procedures for import cycle:

i. Baplie (EDI Import Bay Plan)

The terminal requires that all customers shall provide, within the prescribed time limit, a complete "Final Arrival Baplie" message which must be acknowledged and accepted by BCT's Planning Department on receipt thereof. The terminal offers a possibility of sending the manifest data (coprar import) in an electronic file via Mainsail Online.

A vessel coming from a port located outside Poland is required to send the "Final Baplie" message at the latest within 12 hours before the arrival of the vessel.

A vessel coming from a port located from BCT within up to 12 navigation hours is required to send the "Final Arrival Baplie" message as soon as it leaves the port.

Every change or modification to the "Final Arrival Baplie" message must be sent as a full corrected Baplie message within the above-specified time limit. Any and all delays in providing this information may result in changes in the plan of berthing services.

ii. Import Bay Plan via Mainsail Online

If User is unable to send a Baplie message, the Container Ship Owner (CSO) (or the CSO's agent) shall enter the data included in the Import Bay Plan to the TOS system via Mainsail Online, including any containers in the vessel - the "Stowplan Entry" window, at the latest within 12 hours before the arrival of the vessel.

The information relating to the containers may be modified or deleted in the "Stowplan Entry" window until the import bay plan is arranged with BCT, provided that, any information relating to the unloaded containers shall not be modified.

Import Container data have to be entered accurately and saved in the "Container Stowplan Entry" window:

- Location in the vessel
- Owner
- Size/Type
- Status
- Port of unloading
- Port of loading
- Goods name
- EU (check if EU Status)
- Seals
- Forwarding agent
- Line
- Agent
- Gross weight
- Oversize parameters
- Reefer temperature (indicate whether connected or not)
- Bill of lading
- Dangerous cargo / according to IMDG codes (can be indicated in another window)
- Cargo reloaded / restowed (can be indicated in another window)
- Cargo in transit: the same data is required as in the case of the import containers. The list of cargo in transit must be sent to BCT in the form of an email, with the indication of the loading ship and target port. The EDI Coprar message ensures a possibility of marking the containers in transit and it should be used along with sending of the list of containers in transit to BCT in the form of an email.

The foregoing information which originate from the EDI-Coprar, EDI-Baplie input message or manually entered via Mainsail Online will be automatically transferred to the Mainsail and Spinnaker applications.

When the incoming containers appear in the Spinnaker Vessel Planning window for discharge operations, BCT's Shift Manager may prepare an optimal unloading plan and crane usage schedule.

Compliance with the final time limits for sending the data to Mainsail Online or providing an EDI-Baplie message shall be an essential precondition to preparing all operational plans.

iii. Import Bay Plan

When a vessel bound for BCT leaves the previous port, the up-to-date plan of containers from that port must be immediately sent to BCT's Planning Department - as an Import Bay Plan. This document must provide any and all information relating to the containers to be unloaded on arrival at BCT.

The Import Bay Plan must first be approved by BCT and thereafter delivered to BCT's Planning Department in the form of a printout or sent by electronic mail at least within 12 hours before the arrival of the vessel.

The document must contain a List of Dangerous Cargo, List of Refrigerated Containers (and/or Temperature Controlled Container List (TCCL), List of Containers in Transit, List of Non-Containerised Cargo, List of Special Containers, List of Out of Gauge Container (including detailed dimensions), and List of Containers to Restow (on a broadside-broadside or broadside-yard-broadside basis), as well as any relevant information relating to any other containers requiring special services.

The Import Bay Plan must contain the following information:

- Location of each container on the ship broadside
- Detailed information about the location of non-containerised cargo
- Prefix and number of the container
- ISO code or detailed dimensions of the container
- Port of loading
- Port of unloading
- Dangerous cargo / according to IMDG codes (can be indicated in another window)
- Temperature settings - for refrigerated, connected containers
- All detailed dimensions of **Out of Gauge Container**
- For international cargo in transit: name of the exporting vessel, number of voyage and Stowage Port of Discharge (SPOD)

11. Detailed operations procedures for export cycle:

i. Export Load List

The final Export Load List shall be submitted by the Shipping Line or its agent by electronic means for the specific vessel, and it must be confirmed as ready at the latest within four hours before the vessel arrives at BCT. The terminal may offer a possibility of uploading an electronic file in EDI COPRAR-loading format to the TOS system.

The option of transferring containers for loading shall be available only to users with an agent account.

After blocking the loading list by BCT, further changes or modifications will not be able to be entered. A modification of the data can be made only by the BCT Planning Department, only and exclusively upon a written request of the vessel Agent.

Movins (EDI - Loading Instructions)

Systems operated by BCT support Movins and Baplie formats. BCT requires that Container Ship Owners (CSOs) operating these formats shall comply with the procedure of delivering messages at the latest within 4 hours before the ship mooring to the quay.

ii. Loading Stowage Plan

The Container Ship Owner (CSO) / Agent of the Shipping Line must submit the Prestow Plan for a specific vessel at the latest within 4 hours before the arrival of the vessel at the Terminal (by e-mail in PDF). This applies when the EDI format is unavailable.

After checking the final Export Load List and final Loading Instructions, BCT's Ship Planner will prepare a detailed plan for each and every container included in the Spinnaker Vessel Planning application and submit it to the CSO's planner or to the loading officer before the commencement of cargo handling operations in order to check and potentially correct the plan and in order to obtain a consent from the cargo officer to conduct the loading operations.

BCT will not accept any changes to the container data or loading instructions after the commencement of cargo handling operations.

iii. Request for Port Services

Requests for port services (gangs) must be submitted to BCT in accordance with the following time restrictions:

(a) for Tuesdays, Wednesdays, Thursdays and Fridays - to 12:00 noon on the previous day;

(b) for Saturdays, Sundays and Mondays - to 12:00 noon on Friday; and

(c) for public holidays - to 12:00 on the preceding working day.

Port services requested for Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays may be cancelled at the latest to 12:00 on the preceding day. Port services requested for Sundays, Mondays and bank holidays - at the latest within 12 hours before the commencement of the shift.

Requests for port services must be submitted in accordance with the prescribed procedure - a written request for services for each and every vessel, stowage services and other requests. These documents may form part of the settlement process.

iv. Final Berth Confirmation

The final berth confirmation in response to the advance notice of arrival from the representative of the vessel is sent by BCT's Operations Division after receiving a dossier of information about the planned cargo handling operations.

If the vessel is more than two hours late from the reported estimated time of arrival (ETA) - the permission for mooring has to be re-confirmed by BCT. The confirmation shall only be sent if BCT receives all the required documents.

v. Estimated Time of Completion

The captain or the agent of the vessel shall be informed of the estimated time of completion (ETC) of the berthing services during the visit of BCT's Ship Planner on board and before the commencement of cargo handling operations.

vi. Customer Information

Basic Data

All Shipping Lines / Agents working with the BCT shall provide the below-listed information in the Basic Data window in the Mainsail and Spinnaker Vessel Planning System.

BCT has provided its current customers with appropriate forms and is in the process of preparing such forms for new customers.

- Partners (official co-loaders)
- Local agents
- Carriers and types of voyages
- Port rotations or line ports
- Country codes / UN Locodes
- Explained codes other than UN Locodes

Shipping Lines or Agents wishing to exchange electronic data (e.g. BAPLIE, COARRI, CODECO, etc.) must contact BCT's IT Department in order to set out appropriate procedures.

Additionally, all Shipping Lines or Agents shall provide a supplement to and/or update the data in the system in advance to enable trouble-free berthing services.

Vessel Information - New Vessel

At least within 7 days before the estimated time of arrive, the Shipping Line or the Agent must provide BCT with the following information / documents:

- Current name of the vessel,
- Call sign
- IMO number
- Line and service codes
- Vessel parameters
- Cargo hold plan
- Cargo anchorage plan
- Example of a loading stowage plan
- Loading/unloading stowage instructions

All the foregoing data will be used for registering the vessel in the Spinnaker - Vessel Class Editor application and form an integral part of the vessel documentation.

Arrival and Departure Reports

The User or its Agent should inform BCT, on an ongoing basis, of the positions of vessels bound for BCT. For this purpose, the Users must inform their agents in ports preceding BCT that the arrival and departure reports from these ports shall be sent directly to BCT (by fax or by e-mail). Any additional information must be respectively sent to BCT's Operations Division and Berthing Services Department. This will help organize all additional services related to the vessel's stopover at BCT

After the departure of the vessel from BCT, the Bay Plan or the outgoing EDI-Baplie message (in UN/EDIFACT format) will be delivered to the Representative of the Vessel. After the departure of the vessel from BCT, a copy of said message may also be sent, if requested, to the next port of call - to the Agent or to the terminal.

C. Acceptance of vehicles from vessels

1. Vehicles from vessels are accepted by BCT only after a visual inspection is conducted. The User may request BCT to carry out a detailed external and internal inspection of vehicles and to check their equipment by submitting the "A" request together with specifications. The services shall be provided after the completion of unloading operations and acceptance of vehicles in the vehicle yard.
2. Vehicles found to be damaged during the unloading shall be recorded in a protocol prepared by BCT. A copy of the signed protocol shall be provided to the persons in charge of the vessel and the Ship Agent.

3. BCT shall prepare the protocol based on a computer report containing the relevant information if the unloading manifest is found to be inconsistent with the actual cargo in the following respects:
   (a) missing vehicles on board of the vessel compared to the unloading manifest;
   (b) inconsistent VIN numbers, models, etc; or
   (c) additional vehicles on board of the vessel compared to the unloading manifest.
4. The summary of discrepancies prepared by BCT shall be provided to the Agent who will file it with the Customs.
5. After the vehicles are accepted in the vehicle yard, BCT shall give an instruction to submit the "B" request.

III. CARGO HANDLING OPERATIONS ON LAND

A. Containers and less-than-container loads (LCLs)

1. Full containers / semi-trailers at the time of acceptance at BCT must have number seals whose construction, condition and method of installation guarantee proper security.

2. Vehicles coming into the premises of BCT to receive / deliver a container must have a legible number plate as seen from above by the operator of the yard overhead crane.
3. Companies involved in the transport of containers by land are required to observe the provisions laid down in the Regulation of the Minister of Infrastructure and Construction of 6 May 2016, amending the Regulation on technical conditions of vehicles and scope of their necessary equipment (OJ of 2016 item 8580).

   In case of failure to observe the foregoing provisions, BCT reserves the right to refuse to load the goods or to unload the overloaded set at the expense of the principal.
4. If containers / semi-trailers are found to be damaged, or insufficiencies, incompatible technical status, as compared to the condition at the time of acceptance, are identified during their storage / loading, the parties shall agree on how to resolve the issue. In such a case, BCT shall prepare an appropriate protocol. If the containers / semi-trailers are taken up without such prior arrangements, BCT shall be released from responsibility for any resulting consequences.
5. The User shall provide BCT with a written consent of the Gdynia Port Authority to the handling and storage of dangerous materials, IMO class: 1, 6.2 and 7 before taking them to BCT's premises and DGD Certificate at the time of taking dangerous materials to BCT's premises. This restriction does not apply to cisterns. The requirements regarding the documents for dangerous cargo are set out in the International Maritime Dangerous Goods (IMDG) Code and the Instruction: Handling containers with dangerous goods in Bałtycki Terminal Kontenerowy Sp. z o.o. (BCT) in Gdynia.
6. BCT reserves the right not to accept cargo which raises serious doubts regarding the possibility of ensuring safe storage (this also applies to the sealing and closing method).
7. In the event that damaged goods and/or goods without the required marking (weight, dimensions, center of gravity, anchorage points, etc.) are accepted for storage, the User shall determine any necessary procedures and provide the missing information and marking on the goods upon BCT's request.
8. In the event that goods are taken from the storehouse, the driver must report first to the driver service point with the documents from the forwarding agent, and then to the warehouser who will hand over the goods in accordance with the request.
9. Advance notices for additional requests for any cargo handling and storage operations on land shall be accepted at the latest at 11:00 a.m. on the working day preceding the day of services.

10. The services of container forming and dismantling shall be provided within 3 days after their acceptance.
11. The requested services may be cancelled or modified by the User by 6:00 p.m. on the working day preceding the day of the requested services. If the relevant information is not provided within the specified time limit, BCT may charge the costs of reserving of the assigned working teams.
12. BCT is entitled to destroy / dispose of the cargo / goods stored in the warehouse / storage yard for more than 6 months without customs-approved treatment - in accordance with the applicable maritime, transport and customs regulations.
13. If the User makes no claims about the performance of the services before the end of the relevant shift, it will be considered that the services have been accepted.

B. Vehicles

1. The User delivering / receiving a vehicle shall specify the following information:
   (a) make of the vehicle, quantity and unit net weight,
   (b) marking, i.e. full chassis number and the port of destination,
   (c) specifications of the vehicle's equipment and information on additional protections in a vehicle,
   (d) information about customs clearance (non-EU vehicles), and
   (e) scope of the requested services and the inspection company.
   (f) collection of used vehicles is possible from Monday to Friday from 07:30 a.m. to 02:30 p.m.
2. The User shall remove any and all items from the vehicle which do not belong to the vehicle's standard equipment (replacement parts, personal items, etc.) and deposit them in the storehouse based on a separate request.

C. Train services

1. The definitions used in this chapter shall have the following meaning:
   a) Train Operator shall mean the organization that organises transport of goods by rail, consisting in organization of railway delivery of the container/goods to the Terminal for the cargo consignees by contracting services of railway companies, settling with BCT in view of charges connected with operation and coordination of trains and wagon groups within the railway services.

      The Train Operator may be treated by BCT as a customer and BCT may be treated as a provider of handling services, responsible for organising efficient railway services and handling services at the Terminal.
   b) Railway Carrier shall mean the organization that transports wagons by rail complying with any and all legal regulations at this respect defined by the national and local rail infrastructure owner. The Railway Carrier is contracted by Train Operator to perform wagon delivery to the Terminal. The Railway Carrier is not a customer of BCT and BCT does not have trade relations with the carrier. Responsibility for any and all problems and costs due to the carrier's fault at the Terminal shall be borne by the operator contracting it.
2. BCT shall organize handling of goods on rail carriages based on the operation/service regulations and according to BCT's planning.
3. Rules, conditions of and safe railway traffic operations on tracks of BCT Terminal both on internal tracks and on the stopover and manoeuvring track in front of the gate are regulated by the "Working Regulations of Side-Track of the Port of Gdynia Authority - ZMPG" - an owner and manager of the track. Transport of wagons between the station and BCT Terminal may be carried out only by a carrier authorised by the ZMPG.
4. Notification and operational planning:
   a) The Train Operator shall inform BCT of the arrival of its train in accordance with the following timeframe:
      - ONE WEEK IN ADVANCE (estimated time of arrival, preliminary information about the

quantity of cargo to handle and any other information related to train services); or

- ONE DAY IN ADVANCE - coordination within 24 and 12 hours before the estimated time of arrival, including any relevant information about the cargo and train arrival.

b) BCT shall accept requests for train operation from the Railway Operators in the following manner:

- for Tuesdays, Wednesdays, Thursdays and Fridays - to 12:00 noon on the previous day,
- for Saturdays, Sundays and Mondays - to 12:00 noon on Fridays,
- on bank holidays and additional non-working days - to 12:00 noon on the working day preceding the non-working day.

c) The User may cancel the requested train services in the following manner:
   - train services requested for Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays - to 12:00 noon on the previous day,
   - train services requested for Sundays and Mondays - within 12 hours before the scheduled commencement of the services.

d) The Train Operator shall inform BCT of the wagons' planned arrival to terminal and Railway Company to provide full contact data for coordination.

e) BCT shall plan train services based on the information provided 24 hours in advance. Train Operator shall inform BCT of the expected number of wagons and containers and the estimated time of arrival, in accordance with the relevant procedures.

f) The train operator must ensure presence of notices for delivery/collection of containers in the Terminal Operating System (TOS) on 12-hour notification.

5. Rail order placement and operations sequence

a) Train services must be requested in accordance with the specific procedure - for each and every train and related services. The request must be delivered electronically or by post. When not possible, BCT may accept delivery by fax or in person. The relevant documents shall be used to calculate the amounts due and payable to BCT.

b) The final confirmation of train services shall be delivered to the User by an on-call employee of BCT after obtaining a dossier of information necessary for BCT to perform the services.

c) In the event that a train fails to arrive at BCT on the specified schedule as set out in the 12-hour advance notice, a new plan of train services must be agreed with the BCT's Railway Department. If the User fails to cancel any services requested in accordance with the above procedures, it shall be required to pay the costs of demurrage of the requested operational gang. BCT shall not be liable for additional payments charged by railway carriers, connected with cargo remaining on railcars.

d) BCT serves trains in order of arrival to Gdynia Port station: first arrived - first served.

e) Trains with time slots reserved at BCT take precedence over those with non-reserved time slots.

f) BCT may change the sequence and priority of carriages to be rolled in and out due to lack of cargo readiness to be handled, its urgency and/or reserved time slots with no liability on account of waiting of the carriages on the station tracks or in other locations.

g) BCT shall be entitled to refuse to roll in carriages onto the cargo tracks not ready for the requested services - e.g. due to the lack of cargo readiness, delays, bad technical condition of the locomotive or wagons. In such a case BCT shall not be held responsible for any demurrage.

h) In any event, any train arriving at BCT should be ready for cargo handling operations. Otherwise the train shall be stopped at Gdynia Port Station or at waiting area in front of BCT rail gate and shall not be admitted into BCT loading rail tracks. BCT shall not be responsible for any waiting costs.

6. Loading/Discharging list closure and cargo readiness

a) The Train Operator shall provide BCT with any and all necessary documents at the latest within 12 hours before the commencement of train services. The loading list and any and all necessary documents/information required for loading should be delivered not later than 4 hours prior to the planned operations.

b) Notices for delivery of containers/cargo have to be properly provided in the BCT'S IT system (TOS) 8 hours before the commencement of the rail handling services by the Users. Notices for collection - not later than 4 hours before the planned operations.

c) The unload list shall be closed within 8 hours before the commencement of the requested services and the load list - 4 hours prior to the planned operations.

d) No goods or carriages without proper information in TOS shall be accepted for services after the loading/discharging list closure.

7. Rail handling operations

a) After the carriages are rolled into the terminal, BCT shall visually inspect the containers arrived (visible walls, without an inspection of the roof and floor). In case of any visible damage, making further handling impossible or threatening to the cargo, noticed by BCT staff member, BCT shall produce a Damage Report and shall inform the Train Operator. BCT does not inspect technical conditions of the wagons or locomotives

b) In case of any deficiencies of or damage to the wagons or containers, making safe loading/unloading impossible, BCT may refuse to handle.

c) The Train Operator shall deliver the loading instructions and other important requirements needed for proper wagons loading by BCT's Train Operations Planning Team not later than 4 hours before the planned operations.

d) BCT shall prepare a loading plan according to Train Operator's instructions.

e) BCT shall not accept any external loading plan.

f) The Train Operator shall be informed of the completion of the loading operations and then BCT shall give an instruction to roll out the train. If the carrier fails to comply with the BCT staff member's instructions and in case of delayed roll-out of the wagons, there shall be charged a fee for detaining the wagons on tracks in line with the BCT tariff. The fee shall be imposed upon the Train Operator that hires a given carrier.

g) After the loading, BCT shall provide the Train Operator with loading confirmation.

h) The conventional and/or normally accepted time limits for train services shall not apply if the above regulations are not respected.