

**GENERAL TERMS AND CONDITIONS OF  
COOPERATION WITH CUSTOMERS ORDERING  
SERVICES FROM OT PORT ŚWINOUJŚCIE S.A. AND  
THE TARIFF FOR OT PORT ŚWINOUJŚCIE S.A.  
SERVICES**

**2024**

## TABLE OF CONTENTS

	<b>Page</b>
<b>§ 1 GENERAL PROVISIONS</b>	<b>3</b>
<b>§ 2 COMMISSIONING OF SERVICES</b>	<b>3</b>
<b>§ 3 LIABILITY OF THE PARTIES</b>	<b>8</b>
<b>§ 4 VESSEL OPERATION</b>	<b>10</b>
<b>§ 5 CARGO HANDLING</b>	<b>11</b>
<b>§ 6 CARGO STORAGE</b>	<b>15</b>
<b>§ 7 ROAD TRANSPORT</b>	<b>15</b>
<b>§ 8 RAIL TRANSPORT</b>	<b>16</b>
<b>§ 9 ADDITIONAL CONDITIONS FOR NON-COMMUNITY CARGO HANDLING</b>	<b>16</b>
<b>§ 10 FINAL PROVISIONS</b>	<b>18</b>
<b>§ 11 OT PORT ŚWINOUJŚCIE S.A. TARIFF</b>	<b>18</b>

## § 1 GENERAL PROVISIONS

1. These General Terms and Conditions of Cooperation with Customers ordering services from the port terminal of OT Port Świnoujście S.A., hereinafter the **“GTC”**, constitute a contractual agreement model for the provision of port services, hereinafter referred to: **“Services”**, by OT Port Świnoujście S.A. with a registered office in Świnoujście, KRS: 700026, NIP: 8550003580, REGON: 810515378, hereinafter referred to as the **“OTPS”**, in particular, in the area of the maritime port terminal in Świnoujście, hereinafter referred to as the **“Terminal”**, the boundaries of which are indicated on the location map constituting Appendix No. 1 to the GTC.
2. All Appendices to the GTC shall form an integral part thereof.
3. The GTC shall apply to customers commissioning OTPS<sup>1</sup> to provide services, hereinafter referred to as **“Customers”**, as well as to entities acting on its behalf and for its account.
4. OTPS and the Customer shall hereinafter be referred to as the **“Parties”**.
5. The GTC were adopted by the OTPS Board by Resolution No. 356 dated 13/12/2023.
6. The GTC shall apply unless otherwise agreed by the Parties in their respective contracts.

## § 2 COMMISSIONING OF SERVICES

1. OTPS shall provide Services on the basis of an order from the Customer, hereinafter referred to as the **“Order”**, accepted by an authorised representative of OTPS, hereinafter referred to as the **“Representative”**.
2. At the moment of acceptance of the Order by OTPS, an agreement is concluded for the provision of Services under the Order by OTPS.
3. Unless OTPS agreed to different arrangements in this respect, the Order shall be placed and accepted in the documentary form of a legal transaction in the meaning of Article 77<sup>2</sup> of the Civil Code, i.e. by exchanging the Parties' statements by e-mail.
4. Unless otherwise agreed by OTPS, the Customer shall be liable for all obligations to OTPS under the Order.
5. Services may be provided in relation to cargo, hereinafter referred to as **“Cargo”**, and sea, land, inland means of transport, hereinafter referred to as **“Means of Transport”**.
6. In the Terminal area, the Services shall be provided exclusively by OTPS, unless the latter decides otherwise.

---

<sup>1</sup> OT Port Świnoujście S.A. acting on the basis of Article 4c of the Act of 8th March 2013 on counteracting excessive delays in commercial transaction, declares that it has the status of a large entrepreneur within the meaning of Article 4 point 6 of the aforementioned Act.

7. In addition to any other necessary regulatory approvals or permits, the Customer must obtain OTPŚ's approval to perform additional activities not related to the Handling Service and provided by entities other than OTPŚ. Information about additional activities referred to in the preceding sentence must be included in the Order.
8. The Terminal has a three-shift work system based on shift work, hereinafter referred to as **“Work Shifts”**:
  - **Work Shift I:** working from 11:00 p.m. to 07:00 a.m.,
  - **Work Shift II:** working from 07:00 a.m. to 3:00 p.m.,
  - **Work Shift III:** working from 3:00 p.m. to 11:00 p.m.All Saturdays, Sundays, and holidays shall be off days.
9. Subject to the acceptance of an Order, at least four (4) hours prior to the start of the relevant Work Shift, the Services shall be provided from the start of the relevant Work Shift unless OTPŚ agrees to provide the Services during an already ongoing Work Shift. In the event that no agreement is reached regarding the commencement of the Services during a Work Shift that is already in progress, OTPŚ may charge the Customer for the costs of waiting for the work groups at the rates resulting from the Tariff.
10. An Order for the provision of Services in relation to Cargo must contain at least the following information:
  - full details of the Customer, including those necessary for OTPŚ to issue an invoice,
  - weight, capacity, number of pieces of Cargo,
  - the name, type, and characteristics of the Cargo,
  - packaging type and characteristics,
  - specification of heavy and bulky Cargo pieces with dimensions specified,
  - IMO class,
  - Cargo data sheet,
  - country of origin of the Cargo,
  - port or country of destination of the Cargo,
  - the anticipated duration of Cargo storage,
  - for non-community Cargo – data indicated in § 9 section 3 of the GTC,
  - the scope of the Services (in particular transshipment relations),
  - Means of Transport,
  - the date on which the Service was provided,
  - consents or necessary documents from the relevant government departments,

- other relevant information without which Services may not be provided properly.
11. The Customer is solely responsible for the accuracy and completeness of the information contained in the Order.
  12. The Parties are obliged to co-operate in good faith in the execution of the Order.
  13. To be effective, any amendments or additions to an Order shall require their acceptance by OTPŚ in the procedure laid down in § 2(3) of the GTC and should be notified by the Customer in the procedure provided for the Order with reference to the date and number of the Order to which they relate.
  14. The OTPŚ should perform the Services within the agreed deadlines. In the event of failure to perform the Service of loading of ready-to-send Cargoes due to lack of technical capacity or staff, OTPŚ will not charge for the period from the date agreed in the Order for the commencement of the Service until the actual commencement of the Service.
  15. An Order for the provision of Services in respect of the Means of Transport in the form of a seagoing vessel, hereinafter referred to as **“Vessel”**, must contain at least the following information:
    - full details of the Customer, including those necessary for OTPŚ to issue an invoice,
    - the name of the Vessel, its flag, and call sign and IMO number,
    - type of Vessel and its parameters (overall length, maximum width, maximum fresh water draught),
    - the draught of the Vessel on entering and leaving the port,
    - gross tonnage of the Vessel (GT),
    - the name of the port from which the Vessel has sailed and the name of the port it is bound for,
    - quantity and type of Cargo to be unloaded or loaded by OTPŚ,
    - the name, address, and contact details of the shipowner or charterer and the agent,
    - a copy of the authorisation (“nomination”) of the agent from the shipowner or charterer,
    - information on the possible use of the Vessel’s cargo-handling facilities.
  16. An Order for the performance of Services with respect to Cargo (§ 2(10) GTC) as well as Vessel (§ 2(15) GTC) may be covered by the same Order.
  17. Unless otherwise agreed by OTPŚ, the provision of Services in relation to Vessels by OTPŚ is on a *“no despatch / no demurrage”* basis, so that OTPŚ is not entitled to additional remuneration for the performance of the Service in a shorter period of time than agreed in the Order (*“despatch”*), and the Customer is not entitled to a claim for the performance of the Service in a longer period of time than agreed in the Order (*“demurrage”*).

18. The final decision as to the acceptance, at a given time and place, of a Vessel under an Order shall be taken, in each case, by OTPŚ.
19. In case of inconsistencies between the data or parameters of the Vessel or Cargo contained in the Order and the actual state, OTPŚ has the right to refuse to accept the Order or to terminate with immediate effect the Order already accepted, or to continue its execution subject to a change in the terms of the Order.
20. The Vessel Agent must present an authorisation (“nomination”) from the shipowner or charterer to act in their name and on their behalf, and secure all OTPŚ receivables relating to the handling of the Vessel, prior to its departure from the Terminal.
21. The Customer shall submit the OTPŚ at:
  - a) the Contractor shall submit Declaration B to OTPŚ at the time of placing the Cargo at the Terminal, which constitutes Appendix No. 2 to these GTC,
  - b) and upon receiving (taking over) of Cargo from the Terminal – Declaration A/C, which constitutes Appendix No. 3 to these GTC.
22. In the event of placing, by a Customer, an Order for the provision of Vessel Unloading Services (unloading stowage), it must additionally include a manifest in Polish or English, which constitutes an integral part of the Order.
23. In the event that the Customer places an Order for the provision of Vessel Loading Services (loading dunnage), it must additionally include, in the case of General Cargo – the lashing instruction and a copy of the cargo list in Polish or in English, containing: numbers of declaration B, Cargo location, and in the case of direct reloading also the numbers of Means of Transport. The cargo list is an integral part of the Order.
24. OTPŚ shall perform unloading and storage according to bill of lading lots declared in the Order, unless the Customer indicates in the Order a different method of unloading or storage, e.g. with separation according to its type or characteristics, including packaging. When taking over the cargo, the Ordering Party, requesting the release of the cargo according to bill of lading lots or features, should, in the Order submitted before the start of unloading and storage, order OTPŚ to sort (segregate) the Cargo on the Terminal premises. Sorting, weighing, and other handling operations during transshipment depend on the technical capacity of the Terminal, and, in the case of side trips, also on the prior consent of the shipowner or charterer.
25. The placing or cancellation of an Order shall be delivered to OTPŚ no earlier than seven (7) days prior to the start date of the Order and no later than eight (8) hours prior to the start of the Work Shift during which the Service covered by the Order was to be provided. Where an Order relates

- to the provision of Services during the Work Shift I (first), it should be placed by 1:00 p.m. on the preceding day.
26. Orders covering provision of the Services on Saturdays, Sundays should, at the latest, be placed by 1:00 p.m. on Thursday (cancellation of an Order may take place at the latest by 1:00 p.m. on Friday), and in the case of a solemn holiday by 1:00 p.m. on the penultimate working day preceding the solemn holiday (cancellation of an Order may take place at the latest by 1:00 p.m. on the last working day preceding the festive holiday).
  27. To avoid any doubt, it is stipulated that failure to submit an Order as referred to in paragraph 25 or 26 shall relieve OTPŚ from any liability for downtime of the Means of Transport.
  28. In the case of:
    - failure to cancel the Order by the Customer in the procedure specified in paragraph 25 or 26,
    - failure to perform forwarding, customs, or brokerage services on time, or delay in embarkation of the Vessel, lack of readiness of the Vessel for loading/unloading, lack of Cargo, lack of Means of Transport, as well as on public holidays, in the event of precipitations,
    - other reasons beyond the control of OTPŚ,
    - the Customer shall bear the costs, according to the rates indicated in the Tariff, of waiting for the work crews and reloading facilities and equipment with their operation, according to the list of interruptions drawn up by OTPŚ.
  29. An Order for the performance of Services other than those specified in § 2(10) of the GTC and § 2(15) of the GTC shall include their detailed description and scope.
  30. If fumigated dunnage material (with ISPM 15 certification) is required to secure the Cargo, you must submit an Order at least three (3) weeks prior to the start date of the Service.
  31. The confirmation of Order completion prepared by OTPŚ shall be the basis for OTPŚ to issue an invoice to the Customer for the Services performed as part of the Order, unless the Customer submits a documented complaint to OTPŚ within a deadline of 2 (two) days from the receipt of the confirmation of Order completion, in which case the decision of OTPŚ regarding the complaint shall be final.
  32. Orders shall be settled upon fulfilment. If the fulfilment of an Order takes more than seven (7) days, the fulfilled part of the Order shall be settled at least once a week.

### § 3

#### LIABILITY OF THE PARTIES

1. Any liability of OTPŚ, regardless of its legal basis, shall be governed solely by the provisions of these GTC, unless otherwise provided by mandatory provisions of Polish law.
2. The OTPŚ shall not be liable for downtime of the Means of Transport unless it has separately accepted such liability.
3. OTPŚ is obliged to reload the Cargo, as part of the Services covered by the Order, in accordance with the stowage plan provided and agreed with the OTPŚ and the orders of the Vessel's command. If the Cargo in the hold of a Vessel or on a land Means of Transport is mixed, OTPŚ has the right to suspend the provision of Services in relation to the Cargo by drawing up an appropriate report on that circumstance. The OTPŚ shall submit this record for acceptance by the Customer or the shipowner, or the carrier, a refusal to accept shall be ineffective without simultaneously providing a justifiable reason for the refusal. OTPŚ will continue to provide Services in relation to the mixed Cargo upon receipt of an Order to sort or continue to provide Services in relation to the mixed Cargo. All costs, whether or not arising from the Order, shall be borne by the Customer.
4. OTPŚ shall be liable at fault for any loss or damage arising during the provision of the Services, the burden of proof in this respect being solely on the Customer.
5. The Terminal shall not be liable – in particular if loss or damage to the Cargo is caused by:
  - a) loss, chipping, breakage, corrosion, spoilage, penetration through packaging or leakage due to the nature of the cargo,
  - b) the absence or insufficiency of standard commercial packaging,
  - c) the effects of the weather or other external factors if the Cargoes are stored customarily or in accordance with the Order or the contract in the open air or in incompletely closed spaces (sheds), or if the Cargoes are handled or repacked by the Customer,
  - d) a change in physical or chemical properties which prevents normal and correct handling within the Terminal,
  - e) natural properties of the Cargo (*"inherent vice"*).
6. Any loss or damage shall be reported immediately to OTPŚ – in any case by the end of the Work Shift during which the loss or damage occurred. The report shall be signed by the Customer's representative. Failure to report loss or damage in the manner referred to in the preceding sentence shall relieve the OTPŚ from any liability therefor.



7. The liability of OTPŚ for any loss or damage shall be limited to EUR 10,000.00 (in words: ten thousand Euro) unless otherwise agreed by OTPŚ.
8. In any event, OTPŚ shall not be liable for any damage or loss caused by:
  - a) acts of (i) natural forces, including atmospheric conditions; (ii) war; (iii) terrorism; (iv) civil unrest; (v) threat of epidemic, outbreak of epidemic or other event related to or resulting from epidemic; (vi) quarantine; (vii) strikes; (viii) lock-outs; (ix) any other event which cannot be avoided or protected against
  - b) untimely arrival of the Means of Transport,
  - c) orders or actions of the Szczecin and Świnoujście Seaports Authority S.A., public or municipal authorities, and state services,
  - d) providing assistance that the OTPŚ was obliged to provide in the interests of port security or social safety, within the limits of necessity,
  - e) the condition of the Cargo stored outdoors unless the Customer stipulated a different storage method in the Order,
  - f) the difference in weight between Cargo stored in bulk and that taken into storage on the basis of its declared weight, without a Cargo Weighing Order,
  - g) inconsistent with the facts or incomplete information provided by the Customer, in particular regarding incorrect declaration by the Customer of the weight, type, or physical properties of the Cargo or other data necessary for the proper performance of the Service,
  - h) interruptions due to atmospheric factors, which prevent or hinder the correct and orderly fulfilment of the Service,
  - i) due to failure of the electricity, water, and heating networks,
  - j) any cause whatsoever and including lost profits which the Customer or any other third party could have obtained if the damage had not occurred,
  - k) damage to objects or equipment which are under the Cargo in the holds of the Vessel, e.g. stand-by bolts, dunnage, protruding handles, tank and hatch covers, shaft tunnel, uneven hold floors, ladders, etc.,
  - l) interruptions or stoppages of railcars, unless these are the sole fault of OTPŚ,
  - m) time consumed by servicing vehicles or railcars - unless the Parties have agreed on a separate time limit in this respect, and if they have agreed on it, it shall be subject to the proviso that the exceeding of the agreed time was the sole fault of OTPŚ; in any event, OTPŚ shall be liable on this account to an amount not exceeding **PLN 10.00 per vehicle** and **PLN 3.50 per railcar** for each hour of culpable exceeding of the agreed time.

9. You shall bear the risk and liability and the costs caused by the lack of readiness or technical problems of the Means of Transport.

## **§ 4**

### **VESSEL OPERATION**

1. The Customer shall obtain the approval of the OTPŚ concerning the date of approach and handling of the Vessel, its technical data and the conditions for servicing the Vessel.
2. Vessels of regular lines are served by the OTPŚ in accordance with the agreed timetable or contracts concluded, and in the case of delays in arrival on the basis of operational arrangements with the OTPŚ, taking into account current operational capacity.
3. In order to ensure an efficient unloading of the Vessel, the Customer shall, at the latest at the time of the Order for the provision of Services with respect to the Vessel referred to in § 2(15) of the GTC, notify OTPŚ of the heavy or bulky items on the Vessel, which cannot be unloaded with its own devices, as well as hazardous or polluting materials which should be reloaded in accordance with relevant regulations, technological instructions and necessary permits concerning the reloading of these materials.
4. The Customer shall inform OTPŚ that the Vessel has its own transshipment equipment and transshipment accessories (ready for use) in individual cargo holds of the Vessel. In addition, the Customer shall inform the OTPŚ about the Cargoes on board and in the upper layers of the individual cargo holds of the Vessel to be transhipped first.
5. The Customer shall immediately notify the OTPŚ of any inconvenience to the OTPŚ which may occur in connection with the provision of the Services.
6. A Vessel may lodge a NOR (*"Notice of Readiness"*) only if it is in every respect ready to commence transshipment, in particular after completion of border and customs clearance and after having received permission from the competent authorities to commence transshipment operations. To be effective, the NOR must be submitted on working days during OTPŚ office hours (i.e. 7:00 a.m. to 3:00 p.m.).
7. The decision to stop transshipment due to unsuitable weather conditions shall be taken by the OTPŚ or the Vessel's management.
8. The Contractor shall ensure that the Vessel places at the disposal of OTPŚ the Vessel's transshipment facilities and the necessary transshipment equipment. The Customer shall be responsible for their technical fitness and readiness for operation. The Vessel's equipment used for transshipment should be in good working order - confirmed by a current certificate - and have

- appropriate operating instructions.
9. The Customer shall immediately inform OTPŚ about the impossibility of working with the notified vessel's transshipment equipment and about deficiencies in the equipment. In such a situation, OTPŚ may propose alternative solutions – if it has the capacity to do so.
  10. Any claims by the Customer or the shipowner for damage to the Vessel during transshipment should be reported to OTPŚ, under pain of loss, immediately after their discovery, but not later than before the end of the Work Shift during which they occurred. The causes and extent of damage should be established by a bilateral certificate signed by the Vessel's management and the OTPŚ.
  11. If any damage is found to quay or port equipment by the Vessel, the OTPŚ shall immediately notify the Vessel's management, the Chief Dispatcher of the Szczecin and Świnoujście Seaports Authority S.A., the Vessel's agent and the Harbour Master, but no later than before the Vessel's departure from the Terminal. Further investigation is conducted by representatives of the Szczecin and Świnoujście Seaports Authority S.A. or OTPŚ.
  12. If it is necessary to free the berth for another Vessel – the Vessel extending the berth at the quay may be towed to another berth based on the decision of the OTPŚ representative. Costs related to the change of berth – towing, pilotage, and mooring services shall be paid by the Customer.
  13. Transshipment and lashing shall always take place as indicated and under the supervision of the Vessel's management, including pursuant to Article 62 § 1 of the Maritime Code.

## § 5

### CARGO HANDLING

1. Loading onto a Vessel (loading dunnage/trimmers) and unloading from a Vessel (unloading dunnage/trimmers) means moving the Cargo from the inside/deck of the Vessel to the Vessel's board (without the cost of lashing, securing, etc.) or vice versa.
2. Transshipment services in direct reloading refer to the movement of Cargo from the land or inland Means of Transport to the Vessel's board or vice versa.
3. Indirect transshipment services refer to the movement of Cargo from the land or inland Means of Transport to the yard/port warehouse and then from the yard/port warehouse to the Vessel's board or vice versa.
4. Handling activities refer to: Services customarily performed in ports which do not involve transshipment.
5. "Unitised cargo" is understood as Cargo in loading units (e.g. on pallets, bundles, slings, big bags, gratings weighing more than 500 kg/piece), which can be handled and loaded/unloaded in a

- mechanised manner by means of a stacker with a lifting capacity of up to 4 tonnes, without additional handling or materials and without slowing down the handling work. The above does not apply to: oversized items, *project cargo* items and structures and catalogue steel products.
6. “Non-unitised cargo” is understood as Cargo in bulk such as: unpacked or in bags, cartons, bales, drums, crates, parcels weighing less than 500 kg/piece, etc.
  7. When introducing land or inland Means of Transport carrying hazardous or polluting materials into the Terminal, the Customer shall provide OTPŚ with the registration number of the Means of Transport, the quantity and properties of the hazardous or polluting materials with the specification of the hazard class according to IMO, ADR, or RID classification – in advance to allow OTPŚ to receive permits from relevant services, however no shorter than 7 days.
  8. The duration of interruptions due to weather conditions shall be extended by the time necessary to close and open the holds of the Vessel.
  9. The Customer or the controlling company acting on its behalf ascertains on an ongoing basis the quantity of goods (cargo) transshipped during a given Work Shift and confirms the counting results in the applicable documents with OTPŚ. The Parties should co-operate with each other in this regard, with the initiative of obtaining confirmation resting with the issuer of the goods (Cargo) or the controlling company on behalf of the issuer. Confirmation shall be made consecutively, at the latest at each work break or at the end of a shift or job. Control companies should provide the Customer and OTPŚ with the applicable documents immediately after the count is completed.
  10. If the counting on the Vessel is carried out by members of the crew, they are bound by the same rules for confirming applicable documents referred to in § 5(9) of the GTC.
  11. Counting activities with respect to Cargo under customs supervision shall take place with the participation of representatives of the customs office, unless the customs office waives its attendance.
  12. In the event of a dispute between the Parties as to the condition of the Cargo or its packaging, either Party shall have the right to call in an expert.
  13. In the event that externally damaged Cargo or its packaging is found on the Vessel, before or during the unloading process, the OTPŚ shall prepare a damage report before the damaged units are unloaded from the Vessel. This report shall be submitted by the OTPŚ to the Customer.
  14. If the Cargo is damaged during direct handling, a damage report shall be drawn up.
  15. The Customer decides whether to continue the direct handling of the damaged Cargo or to deposit it in a storage yard or warehouse.

16. In case of discrepancies between the data contained in the manifest or bill of lading and the actual state, the OTPŚ shall prepare a discrepancy report, which it shall forward to the Customer and, if required, to the Customs Office.
17. The handing over of the damage report to the Customer shall be deemed to be notification of the damage to the Cargo. Such notification, in respect of visible damage or loss to the Cargo, shall be handed over immediately. A copy of the damage report or of the discrepancy report served on the Party concerned shall be deemed to constitute the lodging of the complaint.
18. On the basis of the submitted documents, the Customer and the OTPŚ, together with the competent customs authority (if required by law and in compliance with the formal conditions resulting from these regulations), shall sign immediately, and at the latest before the Vessel passes to another place or before leaving the Terminal, a report for the Cargoes which:
  - a) have been unloaded in a quantity greater or smaller than that declared in the manifest or the Order,
  - b) were not discharged from the Vessel and were listed on the manifest or Order or were discharged outside the manifest or Order.

In the event that the Vessel delivers to the warehouse Cargo not included in the manifest or Order, the OTPŚ completes declaration B and prepares a report for this circumstance. These documents shall be signed by the Customer, the OTPŚ and in addition, if required by law, these documents shall also be signed and stamped by the competent customs authority.
19. A report shall also be drawn up in the event of discovering Cargo pieces with unknown content, differences in marks and numbers of particular Cargo pieces and Cargo weight, whereby the Customer is obliged to identify the Cargo before placing it in a storage yard or warehouse. The reports shall be drawn up by the OTPŚ. This does not apply to direct shipments for which the reports are drawn up by the Customer.
20. When loading Cargo onto railcars/vehicles, the Customer shall provide OTPŚ with an Order with a specification of the quantity of Cargo to be loaded onto railcars/vehicles. The specification must include the numbers or characteristics of the railcars/vehicles and the number of units or weight of the Cargo.
21. The OTPŚ shall arrange with the Vessel's management the loading schedule of the Vessel on the basis of the cargo list and the received Order.
22. The Customer shall prepare, prior to commencement of loading, each consignment of Cargo in a manner enabling it to be placed on board the Vessel – in the order established by the Vessel's management. In the event of deviations from the agreed loading plan, the OTPŚ shall notify the

Customer and the Vessel's management in order to obtain appropriate instructions.

23. The preparation of a Cargo batch is understood as:
  - a) a grouping of Cargoes covered by a single bill of lading,
  - b) carrying out the necessary handling (re-stuffing, repairing damaged packaging, intra-port transport, sorting, etc.),
  - c) carrying out standardisation,
  - d) drawing up export documents,
  - e) carrying out customs clearance, sanitary clearance, etc.,
  - f) completing all other formalities to enable the cargo to be loaded without delay.
24. In the event of arrival of a batch of mixed Cargo, the OTPŚ shall segregate it on the Customer's Order communicated to the OTPŚ in such time that segregation can be completed before the loading on the Vessel begins.
25. On completion of loading of each bill's of lading batch in direct reloading, the Customer or the controlling company commissioned by him, and in indirect reloading, the OTPŚ, shall notify the Vessel's management or the controlling company commissioned by the Customer in order to properly separate the individual batches of Cargo on the Vessel.
26. In the event of partial loading of a bill of lading batch of Cargo, which may only take place with the Customer's consent, the Customer shall, under direct reloading terms, and OTPŚ under indirect reloading terms, notify the Vessel's management of the quantity of Cargo loaded on the Vessel within a given bill of lading batch.
27. The Vessel may not accept any consignment of Cargo not included in the Cargo list. The Vessel's management shall write on the helmsman's copy of the receipt intended for the OTPŚ the places in the hold where the Cargo is to be placed and issue these copies to the OTPŚ. Immediately after loading a given batch of Cargo on a Vessel, the Vessel's management shall confirm the loading of the Cargo on the helmsman's receipt, issuing the original to the Customer and a copy to the OTPŚ.
28. Cargo not included in the cargo lists can only be loaded after prior agreement with the Customer and the Vessel's management.
29. The Customer shall attach a copy of the helmsman's receipt intended for OTPŚ to the A/C declaration and to the Order for loading the Cargo on the Vessel.
30. The Customer shall acknowledge receipt of the dunnage and securing materials on a receipt submitted by the OTPŚ.
31. The OTPŚ shall submit a receipt to the Customer confirming the performance of contracted additional work or work stoppages not covered by the contract or tender.

32. The OTPŚ performs, upon request, the direct handling of suitably prepared dunnage and securing materials. These materials may be stored in the Terminal on the Customer's Order.

## **§ 6**

### **CARGO STORAGE**

1. OTPŚ shall store the Cargo in the warehouse/storage yard in accordance with applicable regulations, including internal regulations, and the Order.
2. The OTPŚ shall confirm to the Customer, on declaration B, the declared quantity or weight of the Cargo, the place and date of deposit – immediately after depositing in the warehouse/storage yard the given batch of Cargo. If the Cargo has been counted or weighed by the OTPŚ then the actual quantity or weight shall be stated in declaration B.
3. When the Cargo taken from a given declaration B returns to the warehouse/storage yard, it shall be placed on the basis of a new declaration B with reference to the previous declaration B.
4. OTPŚ will not insure cargo stored at the Terminal.
5. The OTPŚ shall release the Cargo from the warehouse/storage yard as per the Order received.
6. Cargo can only be collected from the storage yard by the holder of declaration B, after delivery of declaration A/C.
7. The Customer shall provide appropriate proof of customs clearance before taking delivery of each batch or all of the Cargo.

## **§ 7**

### **ROAD TRANSPORT**

1. The Contractor shall give notice of the arrival of the vehicle in sufficient time to allow OTPŚ to schedule the work, but no less than 24 hours.
2. The notice should contain all data necessary for the OTPŚ to draw up documentation of Cargo receipt at the warehouse/yard or loading onto the Vessel.
3. When work crews are waiting, the OTPŚ shall draw up a report stating the cause and duration of the downtime, which it shall forward to the Customer.
4. The Customer is responsible for providing a vehicle suitable for transporting the type of Cargo in question.
5. The Customer shall be responsible for compliance with the applicable traffic regulations, in particular, unless it has previously submitted a Weighing Order, for exceeding the permissible load capacity of Land transport vehicles and containers; in particular, the Customer shall indicate

the permissible total weight in the Order. The Customer shall be liable for any damage caused to OTPŚ due to a breach of the provisions of the preceding sentence, including in particular, but not limited to, any fines or administrative penalties imposed on OTPŚ by the competent state authorities.

6. The OTPŚ shall charge the Customer with a demurrage fee of **PLN 10.00/vehicle** for each commenced hour of a vehicle remaining on the Terminal area after the hour when reloading of a given vehicle has been completed.
7. Within the terminal area, there are binding Instructions concerning the General Principles of Safe Movement and Behaviour on the ZMPSiŚ S.A. premises, which are available on the website: <http://bip.port.szczecin.pl/>. The Customer shall be responsible for the failure of the drivers of vehicles entering the Terminal area covered by its Order to comply with the provisions referred to in the preceding sentence.

## **§ 8**

### **RAIL TRANSPORT**

Principles:

1. cooperation in providing railway services is regulated by the Rules for providing railway services on the Świnoujście railway siding by OT Port Świnoujście S.A.,
2. access to the railway siding of OT Port Świnoujście S.A. is regulated by the Rules of access to the service infrastructure facility managed by OT Port Świnoujście S.A., which are available to download on OT Port Świnoujście S.A. website: [www.otport.swinoujście.pl](http://www.otport.swinoujście.pl).

## **§ 9**

### **ADDITIONAL CONDITIONS FOR NON-COMMUNITY CARGO HANDLING**

1. For the purposes of these GTC, “non-community Cargoes” shall mean Cargo moved into the community area of the European Union from the territory of a country which is not a member of the European Union.
2. In the case that OTPŚ is commissioned to handle non-community Cargoes, the Customer shall provide OTPŚ, within the deadlines set by OTPŚ, with the following documents:
  - 2.1. a copy of the *Bill of Lading* or the *Sea Waybill* evidencing the conclusion of the contract for the carriage of the non-community Cargo by sea,
  - 2.2. a copy of the declaration for temporary storage of non-community Cargo endorsed by the competent customs authority,
  - 2.3. a copy of the customs import declaration confirming the customs clearance of the non-community Cargo,



- 2.4. a copy of customs document T1 or T2 or T2L relating to the non-community Cargo or - in the event that it is objectively impossible for the Customer to have access to such a document - a declaration by the Customer that the non-community Cargo has been placed under a transit procedure with an indication of the principal,
- 2.5. copies of road or rail waybills confirming the export of non-community Cargo from the Terminal Area.
3. Irrespective of the documents specified in § 9(2) of the GTC, in the case of an Order for non-community Cargoes, the Customer shall provide OTPŚ - together with the Order - with a statement about the relevant Combined Nomenclature (CN) code for non-community Cargo, the customs value of non-community Cargo, the amount of duty due on import of non-community Cargo and the country of origin of non-community Cargo.
4. OTPŚ reserves the right to require the Customer also to receive other documents than those specified in this § 9 of the GTC, in particular but not exclusively in case OTPŚ is required by law or any administrative act of a customs authority to submit them to the competent customs authority.
5. In the event that OTPŚ does not receive from the Customer any of the documents referred to in § 9(2–4) of the GTC, OTPŚ reserves the right to refuse to execute the Order for non-community Cargo at the Customer's sole risk.
6. In the case of placing non-community Cargoes under the temporary storage procedure in the Temporary Storage Facility of OT PORT ŚWINOUJŚCIE S.A. no. PLTST428000190027 ("**Facility**"), the Customer shall ensure customs clearance of these non-community Cargoes within 90 days from the day of their placement in the Facility.
7. In the event that, within 90 days of the non-community Cargoes being placed under the Warehouse temporary storage procedure, these non-community Cargoes are not declared for customs clearance, OTPŚ reserves the right, at the sole cost and risk of the Customer: (i) to clear such non-community Cargoes or (ii) to re-export it.
8. Notwithstanding OTPŚ's entitlements set out in § 9(7) of the GTC, the Customer shall be unlimitedly liable for any damage caused to OTPŚ in connection with its failure to clear non-community Cargoes under the Warehouse temporary storage procedure, including in particular but not exclusively any customs debt attributable to OTPŚ, any fines or administrative penalties imposed on OTPŚ by the competent state authorities, and lost profits, including those caused by the loss of its permit to operate the Warehouse.

## § 10

### FINAL PROVISIONS

1. In the event of transshipment on the Terminal's premises of Cargo subject to customs procedures (in accordance with customs regulations), the Customer shall comply with the procedures of the Customs Office.
2. In matters not regulated by the GTC, the following shall apply in the order indicated:
  - 1) generally applicable provisions of Polish law, including European Union law,
  - 2) Rules for Dispatch Information Flow in the field of coordination of ship traffic on the seaway from anchorages in the sea to the Port of Świnoujście – Szczecin,
  - 3) Technological instructions for handling dangerous and polluting goods,
  - 4) trade agreements,
  - 5) A set of practices and principles for cooperation between port traders. Document adopted by the resolution of the Council of the National Chamber of Maritime Economy No. 24/R/2013 dated 10/10/2013,
  - 6) Port Facility Security Plan of OT Port Świnoujście.

## § 11

### TARIFF FOR OT PORT ŚWINOUJŚCIE S.A. SERVICES

#### 1. Application of the tariff.

1. The tariff is effective from 1 January 2024 and will be referred to as: the **"Tariff"**.
2. The Tariff shall apply insofar as the Parties, in documentary form (under pain of invalidity), have not agreed otherwise.

#### 2. Settlements.

1. Tariff rates are expressed in EUR or PLN. Conversion of rates into other payment currencies shall be based on the National Bank of Poland's table - average exchange rate - in force on the day preceding the day of issuance of the VAT invoice covering a given Service.  
The basis for billing for all Services shall be, (in the order given):
  - a) commercial offers if accepted by both Parties after the date on which the commercial agreements referred to in item (b) below have entered into force or if no such commercial agreements have been concluded between the Parties,
  - b) specific commercial agreements concluded between the Parties,
  - c) the Tariff in force at the date of termination of the Service.
2. Charges and costs for Services performed under orders of the Szczecin and Świnoujście Seaports

- Authority S.A., state administration, self-government administration or state services shall be borne by the Customer unless the provisions of mandatory legislation state otherwise.
3. Any rates expressed as a percentage shall be calculated on the basic rates.
  4. The charges shall be calculated on the basis of the gross weight of the Cargo rounded up to the nearest 100 kg, which is stated in the Order. In case of doubts about the gross weight of the Cargo stated in the Order, the OTPŚ is entitled to weigh it without the need to obtain an additional Order for this from the Customer. If, as a result of the weighing referred to in the preceding sentence, it turns out that the actual gross weight of the Cargo is higher than stated in the Order, the costs of such weighing shall be borne by the Customer and any fees for the Services shall be calculated on the basis of the actual gross weight of the Cargo. The time needed for the previously described weighing shall not be included in the operating time of the Means of Transport.
  5. Irrespective of the provisions of commercial contracts or binding commercial offers, in the case of handling small tonnage batches (less than 100 tonnes) or the need to use additional equipment, OTPŚ reserves the right to charge for the service according to the actual man-hours of work of the work crews and handling equipment.
  6. If the spatial ratio declared in the Order is missing or under-declared, OTPŚ is entitled to apply a surcharge of 100% of the contractual rate for the Service in question.
  7. The dunnage and safety materials used in the performance of the Service shall be billed according to their actual consumption, or according to the commercial agreement concluded or the binding offer. The dunnage materials shall be charged according to the *“Price list for dunnage materials of OT Port Świnoujście S.A.”* valid on the day of the Service provision included in the Tariff.
  8. The rates included in the Tariff are net values, to which VAT shall be added at the rate valid on the day of issuing the VAT invoice. The basic rates indicated in the Tariff shall cover the Services provided on working days. The allowances for working on Saturdays, Sundays, and public holidays are set out in Section 6, item 4 of the Tariff.
  9. Payment terms shall be up to 7 days from the date of issue of the VAT invoice. OTPŚ has the right to request an advance payment or payment in full prior to the performance of the Service.

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

1. Within the meaning of the Tariff, containers shall be standard load units such as:
  - a) universal containers,
  - b) platform containers (flats, bolsters),
  - c) special containers.

Empty panel containers stacked up to 4 layers are treated as one full container during loading (loading stowage)/unloading (unloading stowage), handling, and manipulation.

2. Tariff rates apply to technically operational containers.
3. Each sealed container shall be considered full, except for bolsters and flats.
4. The Tariff rates shall be valid for the settlement of loading (loading stowage)/unloading (unloading stowage) and handling services and refer to 1 tonne, 1 container – regardless of the content or value of cargo contained therein or thereon.
5. The handling shall not include the costs of securing/unsecuring the Cargo on Means of Land Transport.
6. Ancillary services and goods handling are activities performed in addition to the Loading and Unloading Services during these Services or at another time.
7. The rate for the Services shall be charged irrespective of whether the Service is performed with ship's cranes or port facilities.
8. The OTPŚ handling equipment and facilities shall operate up to the wind force permitted by the manufacturer or regulations and in accordance with the applicable regulations.

<b>SCALE B WIND STRENGTH</b>	<b>WIND SPEED IN M/S</b>	<b>WORK ESPECIALLY CAREFUL WHEN THE DOOR (BRIDGE) IS ANCHORED</b>	<b>STOP WORK, SECURE CRANE WITH OTHER CLAMPING AND LOCKING DEVICES</b>
up to 5°B	up to 10.7	REGULAR OPERATION OF ALL EQUIPMENT	
up to 6°B	up to 13.8	U-1, D-143e, D-144e	
up to 7°B	up to 17.1	D-1, D-2, D-361e, D-1309 LHM-500, LHM-550, STS-1	
up to 8°B	up to 20.7		U-1, U-2, U-3, U-4, U-5, U-6, U-107, D-143e, D-144e, D-1, D-2, D-361e, D-1309, STS-1
up to 9°B	up to 24.4		LHM-500, LHM-550

9. The Customer shall place at the disposal of the OTPŚ the necessary quantity of fixing equipment for containers (container couplers, bridges, etc.) at the loading points – holds, decks.
10. The lodging, taking, and all manipulations related to the Cargo are carried out in accordance with the applicable customs regulations, on the basis of the Orders accepted by OTPŚ. The Cargo shall be lodged on the basis of declaration B and taken on the basis of declaration A/C, other Cargo manipulations shall be carried out on the basis of the Order.

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

1. Before taking a dispute to court, it is necessary to conduct a complaint procedure. In all matters arising from the GTC, the common court in Szczecin shall have jurisdiction.
2. In the event that handling difficulties are identified in the performance of the Service, OTPŚ reserves the right to charge the Customer additional fees.
3. The provision of Services in relation to Cargo in a condition which makes it difficult to conduct transshipment work in accordance with the capacity of the transshipment equipment or Cargo in a non-commercial condition shall take place under conditions agreed separately between the Parties. In such a case, the OTPŚ is not bound by the provisions of commercial contracts or binding commercial offers. The non-commercial condition of the Cargo and obstructed unloading/loading shall be ascertained by means of a report drawn up by OTPŚ or, in case of dispute, by an expert's certificate. Until the actions indicated in the preceding sentence are completed, the provision of the Services shall not commence or shall be suspended.
4. The Customer, upon acceptance of the Order by OTPŚ, until the Cargo is released by OTPŚ, shall grant OTPŚ a power of attorney (while waiving the right to revoke it) to:
  - a) sell the Cargo on which a statutory lien has been established to secure the receivables due to OTPŚ by virtue of the fulfilment of the Order or any other Order of the Customer concerned, on terms left to the discretion of OTPŚ,
  - b) receive the Cargo sales price referred to in item (a) above,
  - c) deduct from the obtained sale price the amounts due to OTPŚ by virtue of claims related to the fulfilment of the Order or any other Orders from a given Customer, including, in particular, claims for unpaid interest and reimbursement of expenditures made by OTPŚ for the cargo which is the subject of the pledge.

#### **5. Port Services:**

##### **A. Mooring Services**

1. The basis for charging for Mooring Services is the gross tonnage (GT) of the Vessel - in accordance with the current international tonnage certificate of the Vessel issued under the "International Convention on Tonnage Measurement of Ships" of 1969. For Vessels with a tonnage certificate specifying their gross registered tonnage in GRT, the fee shall be calculated as 1 GRT = 1 GT. In cases of dispute, the basis for calculating charges shall be the tonnage of vessels on [www.equasis.org](http://www.equasis.org).

2. The obligation to use Mooring Services is set out in port regulations. Vessels not subject to the obligation to use the Mooring Services shall pay the mooring fee only when using the Mooring Services.
3. The fee for berthing or unberthing of sea, port, and inland waterway vessels shall be: **EUR 0,05/GT**
4. **20%** discount shall be granted on the fee mentioned in item 3 of this section for sea ferries and tourist vessels
5. For waiting for ordered berths for reasons attributable to the Vessel, lasting over 1 hour - for each additional hour of waiting, **25%** of the fee mentioned in item 3 shall be charged.

## **B. Supervision Services**

1. Tonnage, berthing, and passenger charges are calculated and collected by the Szczecin and Świnoujście Seaports Authority S.A. based on the valid Szczecin and Świnoujście Seaports Authority Tariff.
2. The basis for calculation of the supervision fees is the length of the Vessel's mooring line and the supervision time.
3. Fees for supervision of a moored and not transshipping Vessel:
  - a) Vessels entering the port for non-commercial purposes (e.g. other than for transshipment) and mooring at berths operated by OTPŚ, shall pay supervision fees to OTPŚ for the period of their stay - for each running meter of the mooring line (= length of the vessel + 10%) and for each started hour of the stay.

Rates of supervision fees for vessels occupying:

- 1 to 150 linear metres of mooring line	EUR <b>0,20</b> /hour/linear metre
- 150 to 200 linear metres of mooring line	EUR <b>0,25</b> /hour/linear metre
- 200 to 250 linear metres of mooring line	EUR <b>0,30</b> /hour/linear metre
- over 250 linear metres of mooring line	EUR <b>0,35</b> /hour/linear metre

- b) Vessels entering the OTPŚ for commercial purposes (e.g. for transshipment) shall be exempted from the supervision fees during the performance of transshipment services and during 4 hours before and after completion of loading or discharging. From the fifth hour of stoppage after completion of the Transshipment services or after the Transshipment services have not been commenced for reasons attributable to the Vessel or the Customer, the charges specified in paragraph 3a of this section shall be levied with a 50% surcharge. If it is necessary to free up space at the berth for another vessel, a Vessel extending its berth at the berth after completion of the Transshipment services shall be towed to another berth based on the

decision of the Customer. The costs related to the change of berth (towing, pilotage, and mooring) shall be borne by the Customer or the Vessel.

## **6. ADDITIONAL CHARGES:**

1. The supplement for operations carried out on Saturdays, Sundays, and public holidays shall be calculated on the basis of the number of transshipment operations and the number of tonnes or working hours/shifts carried out on those days.
2. The following shall be established as public holidays:
  - a) **New Year – 1 January**
  - b) **Epiphany – 6 January**
  - c) **First day of Easter (Easter Sunday)**
  - d) **Second day of Easter (Easter Monday)**
  - e) **National Day – 1 May**
  - f) **3 May Constitution Day – 3 May**
  - g) **Pentecost**
  - h) **Corpus Christi Day**
  - i) **Assumption of Mary – 15 August**
  - j) **All Saints' Day – 1 November**
  - k) **National Independence Day – 11 November**
  - l) **Christmas Eve – 24 December – from 3:00 p.m.**
  - m) **First Christmas Day – 25 December**
  - n) **Second Christmas Day – 26 December**
  - o) **New Year's Eve – 31 December – from 3:00 p.m.**
3. Transshipment, loading (loading stowage), and unloading (unloading stowage) of dangerous goods of class 1 to 9 shall be charged with a surcharge of 100% of the basic charge. The cost of land-based fire brigade assistance (if required) shall be charged on the basis of the price list of the Port Fire Brigade. The current technological instructions apply when handling dangerous goods.
4. Allowances for services provided on public holidays shall be calculated from 11:00 p.m. on the working day preceding the holiday or public holiday until 11:00 p.m. on the holiday or public holiday which is also the beginning of the first shift of the working day following day off and are:

- on Saturdays	allowance	50% rate
- on Sundays and public holidays	allowance	80% rate
- festive holidays	allowance	100% rate

5. The transshipment, loading (loading stowage), and unloading (unloading stowage) of containers with oversize cargo (requiring change of equipment) will be charged at an increased rate of 25%.
6. For work in hard-to-reach holds of the Vessel, the OTPŚ charges a 50% supplement to the loading or unloading rates.

**Difficult access areas** – difficult access areas are understood to be upper decks and spaces that are not normally designated for cargo, or that do not permit the normal manipulation of cargo handling equipment, and holds having floors at various levels in relation to the beam, holds with tank lids on the floor, holds of less than 200 m<sup>2</sup>, or holds having a hatch size of less than 6.00 x 10.00 m.

7. An increased loading fee of 10% will be charged for the movement of goods in one load.
8. Transshipment, loading (loading stowage), and unloading (unloading stowage) of cargoes with a capacity factor of 5.01 m<sup>3</sup>/mt to 15.00 m<sup>3</sup>/mt will be charged with a 25% surcharge on the basic rates, unless such cargoes have individual arrangements. For cargoes with a cubic factor of more than 15.00 m<sup>3</sup>/mt – bonuses shall be determined on an operational basis.
9. For re-issuing a certificate confirming the use of fumigated dunnage (change at the request of the shipper/agent/shipowner): **PLN 300,00**
10. Any additions covered by this Section 6. ADDITIONAL CHARGES shall be calculated on top of the basic charges.



## ADDITIONAL ACTIVITIES

<b>VESSEL</b>		
1	external works on the breakwater	100% of the transshipment rate in an indirect reloading
2	cargo hold cleaning	EUR 0,20/m <sup>3</sup> cargo hold
3	cargo hold washing	EUR 0,20/m <sup>3</sup> cargo hold
4	collection and removal of residues from cargo hold	EUR 0,20/m <sup>3</sup> cargo hold
5	the movement of goods from vessel to vessel, cargo hold to cargo hold or within one hold	payment as for direct reloading
<b>RAILCARS according to "Price list for providing services on the railway siding in Świnoujście by OT Port Świnoujście S.A." which constitutes Appendix B to "Rules for providing services on the railway siding in Świnoujście by OT PORT ŚWINOUJŚCIE S.A."</b>		
<b>VEHICLES, WAGONS</b>		
1	vehicle weighing and tare	EUR 9,00/vehicle
2	wagon weighing and tare	EUR 16,00/wagon
3	wagon tara	EUR 13,00/wagon
4	cargo anti-freeze to the sides of the wagon (type Ea)	EUR 25/wagon
<b>STEEL PRODUCTS</b>		
1	winding coils	EUR 4,00/t
2	refilling of tapes	EUR 10,00/piece
3	handling loading instruments (support handling)	EUR 12,00/t
4	bundling	EUR 6,00/t
5	profile rotation	EUR 6,00/t
<b>BIG BAGS</b>		
1	filling of big bags (bb of approx. 1 ton)	EUR 12,00/t
2	adjusting (adding/removing and weighing of big bags)	EUR 7,00/big bag
3	dumping of big bags	EUR 5,00/t
4	labelling	EUR 2,00/big bag

## 7. EQUIPMENT RENTAL WITH OPERATOR, EQUIPMENT RENTAL

### 1. Rates for use of OTPŚ S.A. equipment and facilities:

#### a) for each half-hour of operation of quay cranes/derricks started

- with a lifting capacity of up to 10 tonnes      EUR    **120,00**
- with a lifting capacity of 20–40 tonnes      EUR    **250,00**
- with a lifting capacity of 40–70 tonnes      EUR    **350,00**
- with a lifting capacity of up to 140 tonnes    EUR    **450,00**

b) for each commenced hour of equipment operation:

TYPE	Payload Capacity	Price in EUR per hour
Ursus C-360 road tractor		45,00
Ursus U-912 road tractor		45,00
Sisu TT-160 ALS tractor unit		75,00
PC16 Mini excavator	0,5m <sup>3</sup>	35,00
CATERPILLAR 320D excavator	0,5m <sup>3</sup>	80,00
LIEBHERR A-904 excavator	1,5m <sup>3</sup>	80,00
LIEBHERR LH-60 excavator	2m <sup>3</sup> - 3m <sup>3</sup>	95,00
VOLVO EW 240 excavator	1,9 - 2,2m <sup>3</sup>	75,00
Small wheel loader	1.5 m <sup>3</sup>	55,00
Medium wheel loader	2.5 m <sup>3</sup>	65,00
Large wheel loader	4,5m <sup>3</sup> - 11m <sup>3</sup>	70,00
KALMAR DRF 420-60-S5 Reachstacker	45 T	125,00
TD-25 C/E caterpillar dozer		200,00
VALMET TD-1612 forklift truck	16 T	75,00
VALMET TD-2112 forklift truck	21 T	90,00
HYSTER H-9.00XL-D forklift truck	9 T	50,00
HYSTER H-7.00XL forklift truck	7 T	45,00
HYSTER H-5.00XL forklift truck	5 T	40,00
"BD DT-20" forklift truck	2 T	35,00
Locomotive SM-42		160,00
Manitou 160 ATJ aerial work platform	16 m	70,00
Manitou 1840 telehandler	18 m	65,00

c) The cost of hiring the equipment includes service, and the rental time is counted from the time the equipment leaves its base until it returns to its base, including meal breaks.

d) Requests for locomotive work must be notified to OTPŚ no later than 10:00 a.m. on the working day before the work is to be performed.

**Attention:** The aforementioned fees apply to working days only.

In the case of the need to carry out work on public holidays, an Order for such work should be delivered to OTPŚ no later than 11:00 a.m. on the working day preceding the public holiday. The surcharge for a job accepted for execution on a holiday shall be EUR 20.00 per working hour (excluding public holidays). This applies to equipment operators whose work on working days is included in the equipment rental rate.

The minimum time for a Work Order for a holiday - allowing it to be accepted for execution - is 4 hours.

2. Equipment rental:

a) **Rental rates for equipment:**

- Yokohama-type bouncers	EUR	<b>300,00</b> /pc/day
- slings	EUR	<b>70,00</b> /pc/day
- manual signode	EUR	<b>40,00</b> /pc/day
- pneumatic signode	EUR	<b>120,00</b> /pc/day
- measuring weights (one set up to 10 tonnes)	EUR	<b>100,00</b> /pc/day

## 8. PRICE LIST OF DUNNAGE MATERIALS

Item	Material	Unit of measurement	Net price PLN
1	Acetylene	kg	85,00
2	Technical oxygen	m <sup>3</sup>	12,00
3	Sheet steel, black	kg	11,10
4	Sealing wire	kg	44,00
5	Semi-hard, processed steel wire, fi 1–6 mm	kg	17,00
6	Chlorinated rubber paint	litre	65,00
7	Oil paints, any	litre	49,00
8	Construction nails	kg	25,00
9	Wooden wedges	pcs	40,00
10	“Hercules” ropes 12 mm diameter	linear metre	10,00
11	Galvanised steel wire ropes fi 16–18	linear metre	75,00
12	M-8 nuts	kg	22,00
13	M10–M12 nuts	kg	26,00
14	Stihl oil	litre	70,00
15	Polypropylene tarpaulins 11x15 m	pcs	From 850,00
16	SIGNODE 117 HDG buckle	pcs	6,50
17	Shackles 2.5 t	pcs	80,00
18	Shackles 3.2 t	pcs	100,00
19	Shackles 6.3 t	pcs	120,00
20	Polypropylene cords fi 3 mm 220 m	pcs	150,00
21	M-30 port pullers	pcs	170,00
22	M-20 port pullers	pcs	160,00
23	Pullers DOR = 3.2 t	pcs	160,00
24	Sawn timber 25	m <sup>3</sup>	3500,00
25	Sawn timber 42	m <sup>3</sup>	3500,00
26	Hardwood squares 8x8 cm	m <sup>3</sup>	3800,00
27	Hardwood beads 10x10 cm	m <sup>3</sup>	3900,00
28	8x8 cm squares	m <sup>3</sup>	3500,00
29	10x10 cm squares	m <sup>3</sup>	3500,00
30	Signode steel strip USLM 32x1.27	kg	35,00
31	Warning tape 100 B	pcs	30,00
32	Corrugated cardboard/carton	szt.	56,00
33	Wire rope clamps 16 mm	pcs	6,00
34	Welding electrodes 4–5 mm	kg	35,00
35	Car transport belt	12m	100,00

## 9. LABOUR

- |   |                      |
|---|----------------------|
| 1. The rate for an OTPŚ welder is   | EUR 40,00/1 man-hour |
| 2. Rates for equipment, cranes operators                                    | EUR 35,00/1 man-hour |
| 3. The rate for other port workers, for other work ordered and accepted, is | EUR 30,00/1 man hour |
| 4. Waiting rate for working crews   | EUR 25,00/1 man-hour |

## 10. TRANSSHIPMENT AND STORAGE SERVICES

### OTPŚ provides transshipment services:

1. When apportioning the direct reloading rate, it is assumed that:
  - **40%** is the cost of transshipment at the section: Means of land or river transport board of the Vessel, or vice versa,
  - **60%** is the cost of transshipment between the Vessel's board and the Vessel's interior, or vice versa.
2. When apportioning the rate for an indirect reloading, it is assumed that:
  - **45%** is the transshipment cost at the section: Means of land or river transport
    - warehouse/storage yard of OTPŚ, or vice versa,
  - **55%** is the cost of transshipment between the warehouse/storage yard of OTPŚ and the inside of the Vessel, or vice versa.

or

- **60%** is the transshipment cost at the section: Means of land or river transport
  - warehouse/storage yard of OTPŚ - Vessel's board, or vice versa,
- **40%** is the transshipment cost between the Vessel's board and the Vessel's interior, or vice versa.

**Storage fees** shall be charged after the expiry of the non-payment period, referred to as the "NPP". Fees for short-term storage (not exceeding 1 month) are charged when the Cargo is taken from the warehouse or storage yard.

Storage fees exceeding one month's duration shall be charged on the last working day of each calendar month – constituting a billing period. No holiday allowance is levied on fees for Storage services. Charges for storage in shelters are calculated as for storage in covered warehouses.

The **storage period** is counted from the date of deposit to the date of release of the Cargo from the warehouse or storage yard. The day of deposit of the Cargo for import is the last day of

unloading of the bill of lading batch in question from the Vessel. The day of issue in export is the day of commencement of loading of the Vessel. When loading or unloading to or from other Means of Transport, the quantities of Cargo issued or accepted on the day in question shall apply.

When Cargo is loaded on the Vessel and unloaded again from the same Vessel, the counting of previously started storage periods shall not be interrupted.

## **11. SIDING ACCESS SERVICES**

1. Access services to the railway siding in Świnoujście shall be provided by OTPŚ in accordance with the “Rules of access to the service infrastructure facility managed by OT Port Świnoujście S.A.”
2. OTPŚ charges all railway operators a service fee for using the railway siding maintained by OTPŚ in the amount of **PLN 45,00/railcar** + VAT. The service fee shall be calculated each time a railcar enters the siding.
3. The OTPŚ provides shunting services between the OTPŚ Siding and the Świnoujście Station, Towarowa “SiA” area. For introduction and departure of full train sets with minimum 20 railcars, OTPŚ shall charge a shunting fee of **PLN 105,00/railcar** + VAT. The service shall be provided on working days. On public holidays, a supplement of **PLN 75,00/railcar** + VAT shall apply.
4. OTPŚ shall charge a demurrage fee in the amount of **PLN 4000,00 per train set (min. 25 wagons) or PLN 300,00/wagon** for each started 24 hours of each train set staying at the OTPŚ Siding, above the first 24 hours starting from the moment of the first train set entering the OTPŚ Siding.

## 12. CONTAINER HANDLING

OT Port Świnoujście S.A., ul. Bunkrowa 1, 72-602 Świnoujście, NIP 855-000-35-80 KRS 0000700026, Sąd Rejonowy Szczecin Centrum w Szczecinie, XIII Wydział Gospodarczy www.otport.swinoujscie.pl, tel. +48 91 321 52 92, e-mail: info@otport.swinoujscie.pl		OTPS Container Tariff	Tariff for container services Rates expressed in PLN (Polish zloty) Valid from 01/01/2024			
Item	Services	Unit	Full containers ISO		Empty containers ISO	
			20'	40'/45'	20'	40'/45'
1.0	Cuma - see General Tariff of the OTPS - Gross Registered Tonnage - 1 GRT = 1 GT x Euro 0.0	per wrapping	to be agreed with ship's operator			
2.0	Lashing/unlashing of containers on board / crew The vessel is responsible for unlashing and lashing the containers	per hour	to be agreed with ship's operator			
2.1	Twist-lock on/off regardless of fios or liner conditions for containers transshipped on board	per container	25			
2.2	Installation/removal of container bridges (by the shipowner)	per wrapping	250			
2.3	Waiting on the ship's crew (first hour for the ship's arrival free of charge)	per hour	1200			
2.4	Crane assistance (by the shipowner)	per hour	3250			
2.5	Removal and fitting of hold covers (pontoons) - full cycle - vessel > quay > vessel	per piece	1000			
3.0	Loading/unloading ship/barge > storage yard or vice versa	per container	450	600	300	400
4.0	Container handling within the vessel	per container	250			
4.1	Container manoeuvring through a quay	per container	390			
4.2	Reloading of transshipment containers - vessel > yard > vessel	per container	650	850	430	620
5.0	Reloading between yard > vehicle / railcar or vice versa	per container	250	300	200	250
6.0	Container handling - both ways - for customs clearance, veterinary control, phytosanitary control, dumping, filling, sampling, etc.	per container	400			
6.1	Additional one-way movement of the container in the yard	per container	200	230	200	230
6.2	Opening the container doors and affixing seals	per container	60			
6.3	Incorrect information making it necessary to move a container within the yard	per container	200			
6.4	Entry of container data into the OTPS system on an order of / on behalf of the client	per container	25			
6.5	Waiting for the yard's crew	per hour	800			
7.0	Refrigerated containers - connection and disconnection including monitoring and electric power for the first day	per container	350	400	-	-
7.1	Refrigerated containers - monitoring and power per day	per container	250	280	-	-
7.2	Refrigerated containers - installation/removal of generator (gen-set)	per container	200			
7.3	PTI - (Pre Trip Inspection)	per container	-	-	250	250
8.0	Container storage at import/export					
8.1	1-7 days	per container	0	0	0	0
8.2	8-14 days	per container	7	15	7	15
8.3	15-21 days	per container	15	30	15	30
8.4	22-28 days	per container	20	40	20	40
8.5	from day 29	per container	30	55	30	55
8.6	IMO import/export container storage per day	per container	-	-	-	-
9.0	Removing labels or labelling a container	per container	40			
9.1	Bundling of containers	4-6 pieces	-	-	260	260
9.2	Sweeping of refuse containers with waste disposal	per container	-	-	65	80
9.3	Washing of containers - washing of containers on the client's trailer	per container	-	-	130	210
9.4	Open top container tarpaulin installation	per container	130			
9.5	Weighing of containers already loaded on the carrier's own trailers / tractors, without VGM (verified gross mass of the container)	per container	60			
9.6	Weighing of containers in the yard (empty or full when loaded), without VGM (verified gross mass of the container)	per container	510			
10.0	Operation of container trains with OTPS locomotives including (substitution / withdrawal plus R25/R27/R7 documentation plus waybill) - at the terminal	per platform	65			
11.0	Allowance for "OOG and non-ISO" containers requiring equipment changeover	per container	30%			
11.1	IMO container allowance included:	per container	50%			
11.2	Allowance for IMO Class 1.2/1.3/4.1/7 containers	per container	150%			
11.3	Allowance for IMO Class 2/4.2/5/8/9 containers	per container	100%			
11.4	Saturday work allowance	per container	30%			
11.5	Sunday work allowance	per container	50%			
11.6	Allowance for work on public holidays	per container	150%			
12.0	Other charges - man-hour of the port employee (per commenced hour)	per hour	130			

### 13. CONTAINERISED CARGO HANDLING

OT Port Świnoujście S.A., ul. Bunkrowa 1, 72-602 Świnoujście, NIP 855-000-35-80 KRS 0000700026, Sąd Rejonowy Szczecin Centrum w Szczecinie, XIII Wydział Gospodarczy www.otport.swinoujscie.pl, tel. +48 91 321 52 92, e-mail: info@otport.swinoujscie.pl		OTPS CONTAINER TARIFF		Tariff for general cargo and containerised cargo rates in PLN (Polish zloty) valid from 01/01/2024		Remarks
Item	Services	Unit	Direct relation (g/h)	Indirect relation (i)		
20.0	Container stacking/unstacking					a/b/d/f
20.1	Unitized cargo	tonne	55	80		a/b/d/f/k
20.2	Unitized cargo with cubic factor over > 5 m <sup>3</sup> per ton	tonne	80	160		a/b/c/d/f/k
20.3	Bulk cargo	tonne	55	105		a/b/d/e/f/l
20.4	Bulk cargo (batches from 1 kg to 1,000 kg) and pallet stacking/unstacking	100 kg	45	95		a/b/d/e/f/l
20.5	Bulk cargo with a cubic factor greater than > 5 m <sup>3</sup> per tonne	tonne	105	210		a/b/c/d/e/f/l
20.6	Bulk cargo (coal, coke, ore)	tonne	-	80		a/b/d/e/f/l
21.0	Heavy items from 5 to 20 tonnes	tonne	65	130		a/b/d/f
21.1	Vehicles including:					a/b/d/f/j
21.2	Motorbikes, scooters, quads	pcs	75	105		a/b/d/f/j
21.3	Passenger cars, vans, (trailers) and light commercial vehicles up to 3.5 tonnes	pcs	260	365		a/b/d/f/j
21.4	Heavy goods vehicles over 3.5 tonnes	pcs	455	625		a/b/d/f/j
21.5	Other specialised vehicles (and semi-trailers)	pcs	390	535		a/b/d/f/j
21.6	Other specialised vehicles over 6 tonnes (military, agricultural, construction, etc.)	according to separate individual arrangements				
22.0	Additional works:					
22.1	Banding	per hour	120			
22.2	Labeling	per hour	120			
22.3	Foiling	per palette	55			
22.4	Lashing	per hour	120			
22.5	Sampling	per hour	120			
22.6	Sorting	per hour	120			
22.7	Weighting	per tonne	65			
23.0	Other conventional general cargo in lo-lo loading system	according to separate individual arrangements				b/d/f
23.1	Boats, Yachts, Barges	according to separate individual arrangements				b/d/f
23.2	Heavy lifts with weight up to 200 tons and over plus "project cargo"	according to separate individual arrangements				b/d/f
24.0	Storage of general cargo - import / export ( CFS - warehouse or yard )					
24.1	From day 1 - to day 14	per tonne	0			
24.2	From day 14 per each day	per tonne	4			
25.0	Saturday work allowance	per tonne	30%			
25.1	Sunday work allowance	per tonne	50%			
25.2	Allowance for work on public holidays	per tonne	150%			
26.0	Other fees:					
26.1	Man-hour/port worker	per hour	120			
26.2	Stacker with operator up to 5 tonnes	per hour	192			

- a/ - Manipulation charges - in /out ( as per point 6 of OTPS Container Tariff ) will be added to above rates in case of stuffing / unstuffing at the terminal
- b/ - One metric ton is assumed as a minimal lot of the cargo for counting purposes whereas for stuffing / stripping of the pallets 100 kg only
- c/ - "Cubic factor" being the ratio of cargo space to weight is calculated by multiplying maximum external dimensions of the cargo ( LxWxH ) / per metric ton
- d/ - Costs of stowage materials, effectively used will be charged / added on top of handling expenses general cargo
- e/ - As a rule non-unitized cargo is not acceptable for handlings in "direct relations". "Direct relation" is subject to separate agreement of the parties
- f/ - Dangerous cargo or others which requires special treatment are subject to separate agreement of the parties
- g/ - Fourteen days "free of storage" period on yard or at warehouse is granted for handling of the general cargo in "in-direct relation".  
-Time is counted as from the moment of receipt the cargo ( yard or warehouse ) until the moment of release.
- h/ - Handlings in "direct relation" means: container-container, container-truck, truck-truck
- i/ - Handling "indirect" relation means: container-warehouse/yard- container, truck-warehouse/yard-container, truck-warehouse/yard-truck
- j/ - For damaged or not self driven vans which requires additional handling equipment surcharge of 100% will be added on to of above rates.
- k/ - "Unitized" cargo in terms of above tariff means: all cargo on pallets, big bags, barrels, drums, crates, cartons, packages, roles, bundles, rolls,  
- coils and sheet-steel in sheet form, bundles, coils, vertebrae, rods, tubes, bundles and other that can be discharged / moved from container  
- using conventional - conventional equipment i/e forklift, stacker
- l/ - "Non-unitized" cargo in terms of above tariff means: all break bulk general cargo as parcels, boxes, rods, barrels, bales, granite blocks which requires  
- additional labour assistance, workers and usage of special equipment, slings stripping and stuffing.