

**TERMINAL SERVICES
STANDARD TRADING CONDITIONS
("STANDARD CONDITIONS")
OF BCT - BAŁTYCKI TERMINAL KONTENEROWY SP. Z O.O. IN GDYNIA, WHOSE REGISTERED
ADDRESS IS KWIATKOWSKIEGO 60 STR., 81-127 GDYNIA,
TAX IDENTIFICATION NUMBER NIP PL: 586 10 19 759;
REGISTERED IN THE REGISTER OF ENTREPRENEURS BY LOCAL COURT GDAŃSK – PÓŁNOC IN
GDAŃSK, VIII NATIONAL COURT REGISTER DIVISION
REGISTRATION NUMBER KRS 0000024234**

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;

"**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 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', 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, reefer and tank containers 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 fitted for the carriage of Containers, Out of Gauge Containers and/or Non-containerised Cargo whether above or below deck, including all lashing equipment required for the proper securing of Containers on board;

"**Container Terminal**" or "**BCT**" means the container terminal facilities at BCT - Bałtycki Terminal Kontenerowy Sp. z o.o. in Gdynia, whose registered address is Kwiatkowskiego 60 str., 81-127 Gdynia, tax identification number NIP PL: 586 10 19 759; registered in the Register of Entrepreneurs by Local Court Gdańsk – Północ in Gdańsk, VIII National Court Register Division registration number KRS 0000024234;

"**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 mounted onto the withdrawing truck 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 (laden or empty) or Non-containerised Cargo the period which begins when the Container or Non-containerised Cargo is physically lifted off from the truck 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 transshipment 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;

"Health and Safety Rules" means the statutory health and safety provisions applicable to the Terminal Operator's business;

"Liabilities" means 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;

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

"Services" means any 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 of charges e.g. BCT Tariff Regulations;

"Terminal Operator" means BCT - Bałtycki Terminal Kontenerowy Sp. z o.o. in Gdynia, whose registered address is Kwiatkowskiego 60 str., 81-127 Gdynia, tax identification number NIP PL: 586 10 19 759; registered in the Register of Entrepreneurs by Local Court Gdańsk – Północ in Gdańsk, VIII National Court Register Division registration number KRS 0000024234;

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

"User" means (i) any person who receives or benefits from the 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; (ii) the owner, or any other person who is or may become interested in, the Containers, or in any plant, machinery, package, case, pallet; (iii) the owner, or any other person who is or may become interested in, any road or rail vehicle which enters the Container Terminal; and (iv) any person who drives or operates such vehicle and any person who uses and/or enters the Container Terminal.

"Ship" means any ship transporting Cargo to the Container Terminal, including Container Ship, 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 thereto;

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, body corporate, association or partnership;

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

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

1.3.5 any 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.

2.2 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 all reasonable expenses incurred thereby.

2.3 The Container Terminal operates twenty four hours a day, every day throughout the year.

3. **SCOPE AND APPLICATION OF THESE STANDARD CONDITIONS**

3.1 These Standard Conditions shall apply to:

3.1.1 all Services provided 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 Container Ships which berth at the Container Terminal;

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

4. **REQUEST FOR A BERTH**

4.1 Berths will 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 Container Ship arrives at the Container Terminal within 4 hours of the agreed time of arrival, the Terminal Operator shall use reasonable endeavours to provide a berth within six (6) hours of the agreed time of arrival subject to berthing availability.

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 at least 12 hours before the estimated time of arrival of the Ship (details to include number, type, weight and dimension). The Container 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. The User shall procure that the Ship shall vacate the berth at the end of the berthing window referred to in previous sentence.

5. **USER'S OBLIGATIONS AND WARRANTIES**

5.1 The User shall provide all the [documents] and information detailed in the Terminal Procedures 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 ensure that the Ship:

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

5.2.2 maintains appropriately qualified and experienced officers and crew 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 maintains engines in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth;
- 5.2.4 and its crew members adhere at all times to all Health and Safety Rules; and
- 5.2.5 complies with all applicable laws and legal requirements relating to them, the Cargo, the Containers, their activities and the use of the Container Terminal;
- 5.3 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 Ship and for obtaining all necessary licenses, and authorisations required for the transportation, exportation or importation of the Cargo.
- 5.4 User's Warranties
- 5.4.1 The User shall warrant and represent that:
- (a) it is authorised to contract with the Terminal Operator on the terms of these Standard Conditions in respect of the Ship, 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 r 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.
- 5.4.2 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 liable to give off any injurious dust, gas, fumes, liquid or radiation;
 - (c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while at the Container Terminal;
 - (d) are not over-heated or under-heated or liable to become so while at the Container Terminal;
 - (e) will not contaminate or cause danger, injury or pollution or damage to any person, the Container Terminal, any other cargo, equipment or ship or the environment adjacent thereto or generally;
 - (f) 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 Container Terminal if agreed in writing with the Terminal Operator;
 - (g) contain no drugs, prohibited or stolen goods, contraband, pornographic or other illegal matter; and

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

5.5 Indemnity

5.5.1 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 of the following:

- (a) any breach by the User of the obligations, representations and/or warranties given in Condition 5;
- (b) the Terminal Operator acting in accordance with the User 's instructions.

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 obligation 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 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 may refuse acceptance of damaged or distorted Containers or of any Container which in its opinion is in an unsatisfactory condition.
- 7.4 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 or damage to property or death or personal injury arising out or caused by the handling of the overweight Container or Cargo.
- 7.5 The Terminal Operator may install and operate any surveillance device 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 this Condition 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 all matters hereunder including to pay to or receive from the Terminal Operator 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 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 payment shall be a full and sufficient discharge of the Terminal Operator in respect of such 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 All payments are made on the basis of invoices within 14 days after issuance date, unless agreement between parties provides for different terms.
- 9.3 In the event that the User fails to make any payments for Services within the prescribed time limit or fails to comply with these Terms, the Terminal Operator shall be entitled to, at its option, immediately withdraw from any additional agreements between the Terminal Operator and the User and/or also to refuse to accept requests from the User and/or to suspend any further services for the User. In case the User consistently fails to pay on time to the Terminal Operator, the Terminal Operator is entitled to request pre-payment for services, or deposit or provide another security, without prejudice to the availment by the Terminal Operator, under such circumstance, of its other rights in these Terms and other relevant agreements.

- 9.4 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.
- 9.5 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.
- 9.6 The Terminal Operator reserves the right to charge interest at statutory rate, on all amounts not received by the due date for payment.
- 9.7 The User shall authorise the Terminal Operator to send invoices in electronic format and shall provide the Terminal Operator with any contact data necessary to issue and send such invoices. The User shall be responsible for the correctness of the data and their update status. In the event of any changes in the contact data, the User shall be required to provide updated data within 7 days as of the change.
- 9.8 Without prejudice to any other rights and remedies the Terminal Operator may have under these Standard Conditions or applicable laws, rules and regulations, 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 applicable laws, rules and regulations, and the Terminal Operator shall exercise and enforce such lien in accordance therewith.

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 cost or replacement cost (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.
- 10.2.2 The Terminal Operator's liability under Condition 10.2.1 shall be limited to the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the 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 whom the Terminal Operator is responsible, and such liability 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 Cargo; and (b) 2SDRs per kilo of gross weight of the Cargo lost or damaged.

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 any 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, 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 Container 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 Container 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 loss of or damage to any Container Ship, Cargo or Container howsoever arising (whether caused by negligence or otherwise).

10.6 General liability

10.6.1 Notwithstanding any other provision 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 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.

10.6.2 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 Notification of claims

10.7.1 Any claim by the User against the Terminal Operator arising in respect of any Service provided for the User, or which the Terminal Operator has undertaken to provide must be made and notified in writing 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.

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

10.8 Indemnity for excess liability

10.8.1 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.

10.9 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 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 benefit.

10.10 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 liabilities assumed by it under these Standard Conditions; and

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

12. **FORCE MAJEURE**

12.1 Neither party shall be liable to the other for any loss or damage to any Cargo, Container or Container Ship, delay or non-performance of its obligations under these Standard Conditions to the extent that such delay or non-performance is due to any acts of God, flood, severe weather condition, storm, tempest, epidemic, pandemic compliance with any law, order, rule or regulation of any governmental or other authority, acts of any governmental or super-national authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, heat or cold (including heat within the Cargo itself and unintended exposure to natural or artificial light) criminal acts, computer viruses, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) shortages of labour, materials and services and inability or delay in obtaining supplies and other events beyond a party's reasonable control.

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. **GENERAL PROVISIONS**

- 15.1 These Standard Conditions (together with any document expressly incorporated by the parties (if any)) comprises 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 pre-contractual statements made or given fraudulently supersedes 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 effect.
- 15.2 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 force and effect as if these Standard Conditions had been executed with the invalid, illegal or unenforceable provision eliminated.

- 15.3 In the event of any such severance as described in Condition 15.22, 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.
- 15.4 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.
- 15.5 A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract.
- 15.6 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 15.100.
- 15.7 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 all such rights and remedies shall be cumulative.
- 15.8 Any modification, variation, amendment or addition to these Standard Conditions must be in writing and signed by a duly authorised representative of each party.
- 15.9 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.
- 15.10 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:
- 15.10.1 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
- 15.10.2 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.
- 15.11 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.
- 15.12 Any 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.
- 15.13 Where applicable, 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 “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 using BCT services is obliged to present to its employees and subcontractors all BCT procedures and instructions placed on the website <http://www.bct.gdynia.pl/dla-klientow/regulaminy-i-procedury> and to respect these regulations 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 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 will 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 its 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 based on a visual inspection of their lateral walls, without checking the contents, and it shall confirm / update numbers of seals.

12. In the event that full containers are found to be without a seal, unsealed or with damaged seal during the unloading, BCT shall put on a seal in order to secure the cargo (without checking the contents) and such 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 Customs Authorities. Any and all goods stored in BCT shall be subject to supervision by the national border authorities.
14. The person 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 and SES systems administered by BCT. The submitting person shall exclusively bear the costs incurred by BCT due to the non-observance of the formalities set out in the applicable customs regulations.

15. BCT will 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.
3. 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.
4. The User is obliged to notify BCT without delay of any damage to the vessel or cargo, 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.
5. In the event of any damage to BCT's cargo handling equipment – caused by the vessel, BCT will immediately inform the persons in charge of the vessel and the relevant agent by way of a protocol.
6. In the event of any damage to the berth – caused by the vessel, BCT will immediately inform ZMP Gdynia SA, Gdynia Harbor Master's Office, the persons in charge of the vessel and the relevant agent by way of a protocol.
7. 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 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 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 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, Fridays and Saturdays – to 12:00 noon on the previous day; and
 - (b) services requested for Sundays and Mondays – at 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 the berthing crane of at least 150 loading/unloading movements, otherwise, BCT may, at its sole discretion, arrange the berthing services in accordance with the operational requirements.
- 5. Cargo must be fully ready within 12 hours before the commencement of the services.
- 6. The User shall provide BCT, at latest within 12 hours before the commencement of the berthing services, with any and all relevant documents required by BCT both in electronic and paper format (including load/unload lists, 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 such repairs on board of the vessel and/or any such services must be agreed to by BCT in advance.
- 9. All regulations applicable to containers will 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 Baplie" message which must be acknowledged and accepted by BCT's Berthing Services Department on receipt thereof. The terminal may offer 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 latest within 12 hours before the arrival of the vessel.

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

Every change or modification to the Final Baplie message must be sent as a full corrected Baplie message within the above-specified time limit. Any 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 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 or container location
- Owner
- Size/Type
- Status
- Port of unloading
- Port of loading
- Contents
- 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 (can be indicated in another window): name of the exporting vessel, number of voyage and Stowage Port of Discharge (SPOD)

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 Planner 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 Berthing Services Department – as an Import Bay Plan. This document must provide 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 Berthing Services Department as a printout or sent by e-mail or by fax 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 Oversize Containers (including detailed dimensions), and List of Containers to Handle (on board or on a vessel-to-shore-to-vessel basis), as well as any relevant information relating to any other containers requiring special services.

The Import Bay Plan must contain the following information:

- Detailed information about the location of each container on board
- Detailed information about the restowage 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 oversize containers
- 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 via Mainsail Online for the specific vessel, and it must be confirmed as ready at latest within eight hours before the vessel arrives at BCT. The terminal may offer a possibility of uploading an electronic file in coprar-loading format to the TOS system.

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

No further changes or modifications shall be made or entertained after the Export Load List is closed by BCT.

Movins & Baplie (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 latest within 12 hours before the arrival of the vessel at the Terminal.

ii. Loading Stowage Plan

The Container Ship Owner (CSO) / Agent of the Shipping Line must submit the Prestow Plan for a specific vessel at latest within 12 hours before the arrival of the vessel at the Terminal (by fax or by e-mail in PDF format). This applies when the EDI format is unavailable.

After checking the final Export Load List and final Loading Instructions, BCT's Planner from the Berthing Services Department will prepare a detailed plan for each 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.

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 latest to 12:00 on the preceding day. Port services request for Sundays and Mondays – at 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 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 will only be sent if BCT receives all the required documents.

v. Estimated Time of Completion

The captain or the agent of the vessel will be informed of the estimated time of completion (ETC) of the berthing services during the visit of BCT's 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 or will provide 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 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, in 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 will 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 will be provided to the persons in charge of the vessel and the Customs.
3. BCT will 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 will be provided to the agent who will file it with the Customs.
5. After the vehicles are accepted in the vehicle yard, BCT will 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. BCT will offer efficient handling services for 45 vehicles within one hour in single relations.
3. 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.

4. Companies involved in the transport of containers by land are required to observe the absolute vehicle weight limit of 40 tons (legal basis – Law on Road Transport - Journal of Laws of 2007 no. 19, item 115 as amended – Article 40c (1) of the Public Roads Act of 21 March 1985).

In case of any requests for delivery of containers whose weight, together with the vehicle, exceeds 40 tons, BCT may refuse to carry out loading operations.

5. If containers / semi-trailers are found to be damaged, or insufficiencies, incompatible technical status, markings or seals, as compared to the condition at the time of acceptance, are identified during their storage / delivery, the parties shall agree on how to resolve the issue. In such a case, BCT will 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.
6. 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, as well as with a container loading 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.
7. 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).
8. In the event that damaged goods and/or goods within 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.
9. In the event that goods are taken from the storehouse, the driver must report first to the storehouse dispatcher with the documents from the forwarding agent, and then to the shipping agent who will hand over the goods in accordance with the request.
10. 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 day preceding the day of services.
11. The services of container forming and dismantling will be provided within 3 days after their acceptance.
12. The requested services may be cancelled or modified by the User by 6:00 p.m. on the 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.
13. 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.
14. 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,
 - (d) information about customs clearance (non-EU vehicles), and
 - (e) scope of the requested services and the inspection company.
2. The User shall remove any 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 makes payments to BCT with respect to the handling carriages for train services arranging container rail delivery to terminal for the Users by contracting services of Railway Companies. The Train Operator may be considered by BCT as a customer, and BCT may be considered a provider of cargo handling services and be responsible for organizing efficient train and cargo handling services in the terminal
 - b) Railway Company shall mean the organization that transport wagons by rail complying with all legal regulations at this respect defined by the national and local rail infrastructure owner. Railway Company is contracted by Train Operator to perform wagon delivery to the Terminal.
3. .
2. BCT will organize handling of goods on rail carriages upon agreement with the Train Operator and according to BCT's planning.
3. 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 36, 24 and 12 hours before the estimated time of arrival, including any relevant information about the cargo and train arrival.
 - b) BCT will plan train services in consultation with the customer as follows:
 - 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 public 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:
 - 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 perform with full contact data for coordination.
 - e) BCT will plan train services based on the information provided 36 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 that correct advance notices for containers and carriages are recorded in the Terminal Operating System (TOS) on 12-hours notification.
4. Rail order placement and operations sequence
 - a) Train services must be requested in accordance with the specific procedure – a written request for each train and related services. The request must be delivered electronically or by mail. When not possible BCT may accept delivery by fax or in person, . The documents will be used to calculate the amounts due and payable to BCT.

- b) The final confirmation of train services will be delivered to the User by an on-call employee of BCT's Train Operations Planning Team after obtaining a dossier of information necessary for BCT to perform the services.
- c) The Train Operator is informed about the expected time for completion of the train services after commencing cargo handling operations.
- d) 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 BCT's Train Operations Planning Team. If User fails to cancel any services requested in accordance with the above procedure, it shall be required to pay the costs of demurrage of the requested operational gang. BCT shall not be liable for additional payments connected with cargo remaining on railcars for a longer time.
- e) BCT serves trains in order of arrival to Gdynia Port station: first arrived - first served.
- f) Trains with time slots reserved at BCT take precedence over those with non-reserved time slots.
- g) BCT may change the sequence and priority of carriages to be rolled in and out due to lack of cargo readiness to be transshipped, its urgency and/or reserved slots with no liability for any costs caused by carriage waiting
- h) BCT shall be entitled to refuse to roll out carriages not ready for the requested services – e.g. due to the lack of cargo readiness, delays, bad technical conditions of the locomotive or wagons – on the loading tracks. In such a case BCT shall not be held responsible for any demurrage.
- i) In any event, any train arriving at BCT should be ready for cargo handling operations. Otherwise the train will be stopped at Gdynia Port Station or at waiting area in front of BCT rail gate and will not be admitted into BCT loading rail tracks. BCT will not be responsible for any waiting costs.

5. Loading/Discharging list closure and cargo readiness

- a) The Train Operator shall provide BCT with all necessary documents at latest within 12 hours before the commencement of train services.
- b) All goods information has to be properly provided in BCT'S IT system (TOS) 8 hours before the commencement of the rail transshipment services by Users.
- c) The load list shall be closed within 8 hours before the commencement of the requested services.
- d) No goods or carriages without proper information in TOS shall be accepted for services after the loading/discharging list closure.

6. Rail transshipment operations

- a) After the carriages are rolled into the terminal, BCT will inspect the containers arrived. In case of any damages noted BCT produce Damage Report and informs Train Operator.
- b) BCT does not inspect technical condition of the wagons or locomotive.
- c) If any deficiencies or damages detected of the wagon and or the container prevents for safe and proper loading or discharging operations, BCT shall deny to transship.
- d) The Train Operator shall deliver the loading instructions and other important requirements needed for proper wagons loading to BCT's Train Operations Planning Team.
- e) BCT prepares loading plan according to Train Operator's instructions.
- f) BCT does not accept external train loading plan.
- g) The Train Operator will be informed of the completion of the loading operations and then BCT will give an instruction to roll out the train.
- h) After the train departs from BCT provides to the Train Operator loading confirmation.
- i) The conventional and/or normally accepted time limits for train services shall not apply if above regulations are not respected.
- j) BCT Planning Team creates loading plan based on loading instructions. BCT shall not accept numeric loading plans.

7. Loading empty containers with specific goods

The User shall specify empty container pool from which BCT will select a certain quantity to be assessed. To enable the assessment before loading onto wagons, the containers will be removed from the sector into the handling yard. An employee of an inspection company contracted by the User will select from among the containers amount of containers suitable for loading with specific goods. A list of the selected containers will be provided to BCT and to User to proceed with loading order at TOS. . The containers unsuitable for loading will be taken back to the sector. The costs of the yard-yard shift shall be exclusively borne by the User.

8. Acceptance of vehicles from rail wagons:

- a) The User shall provide BCT with the request of acceptance “B” at latest within 12 hour before wagons’ arrival to BCT, in case non-EU vehicles arrival this has to be confirmed by the Customs officer;
- b) The Train Operator shall notify arrival of their train with vehicles as per point 4-6. He shall provide BCT a numerical discharging list to roll in a loaded rail carriage at latest within 12 hour before wagons’ arrival to BCT;
- c) The visual inspection of vehicles shall be organized at BCT before the carriages are unloaded in the obligatory presence of BCT and the User or the inspection company acting on its behalf;
- d) If the vehicles are found to be damaged or missing, BCT shall produce Damage Report which is immediately provided to User, Train Operator and Railway Company for their further clarification between each other with no liability to BCT whatsoever. The unloading operations are not stopped and vehicles continue being transferred to storage yard unless the damage enables discharging the vehicle from the wagon.
- e) The User may request BCT to carry out a detailed external and internal visual inspection of the vehicles and to check their equipment by submitting request “A” together with specifications. The requested inspections is carried out after the completion of cargo unloading and acceptance of vehicles in the storage yard;