

## GENERAL TERMS OF STORAGE AND RELOADING OF GOODS

### 1. GENERAL PRINCIPLES

- 1.1 The general terms of storage and reloading of goods are binding from 9 June 2017 (hereinafter referred to as "**GTSTG**").
- 1.2 GTSTG are applied by Alfa Terminal Szczecin Sp. z o.o. based in Szczecin, ul. Nad Odrą 10, 71-833 Szczecin, KRS no.: 0000234279 (hereinafter referred to as "**ATS**"), when providing the services described in herein.
- 1.3 In any cases not specified in the provisions of GTSTG, the services are provided in accordance with the following provisions and regulations:
  - "OHS Principles" for drivers staying within the premises of ATS - placed at the entrance to ATS and constituting Appendix no. 1 to GTSTG,
  - Ordinance no. 3 of the Maritime Office Director of 26 July 2013 "Port Regulations" (Official Journal of the Zachodniopomorskie Voivodship of 2013, item 2932, as amended),
  - Act of 18 September 2001 - Maritime Code (Journal of Laws Dz. U. of 2001, No. 138, item 1545, as amended),
  - Act of 23 April 1964 - Civil Code (Journal of Laws Dz. U. of 1964, No. 16, item 93, as amended)
  - General Conditions of Sale and Supply ([http://kronospan-express.com/terms\\_and\\_conditions/files/General\\_Terms\\_PL\\_sales\\_2015\\_II.pdf](http://kronospan-express.com/terms_and_conditions/files/General_Terms_PL_sales_2015_II.pdf)).

### 2. PLACEMENT OF ORDERS AND ACCEPTANCE FOR EXECUTION

- 2.1. Placement of orders and acceptance of reloading and storage services for execution takes place only on the basis of the present GTSTG.
- 2.2. Upon receipt of an offer inquiry from a client, ATS prepares and sends back the Offer Card, in which it determines the main terms of a given reloading, including the date of its completion, the price, the number of acceptable losses in goods.
- 2.3. These GTSTG are sent to the client as an appendix, along with the Offer Card.
- 2.4. After accepting the offer presented in the Offer Card and the terms specified in GTSTG, the client places an order for service provision in writing to the address of ATS or in the form of an e-mail to authorised persons indicated in the Offer Card.
- 2.5. Placement of an order is tantamount to acceptance of the conditions resulting from the Offer Card and GTSTG.
- 2.6. According to the present GTSTG, a client may be a natural or legal person or another entity without legal personality who is granted legal capacity by separate regulations.
- 2.7. In the case of an order placed by a legal person or another organisational unit, the person placing an order on their behalf is obliged to each time demonstrate a relevant power of attorney or other authorisation to place the order and to enter into a contract for provision of reloading and storage services, issued and signed by persons authorised to represent them.

2.8. ATS provides services on weekdays, from 06: 00 AM to 06:00 AM of the next day, even if the next day is a statutory holiday. ATS does not provide services in formal holidays, i.e.:

- New Year - from 10:00 PM of the preceding day,
- Easter,
- November 1st,
- Christmas holidays - from 2:00 PM on December 24th.

On other statutory holidays, ATS provides services on the basis of separate arrangements dependent on specific relations and work performed in this period.

2.9. The client is obliged to specify the following in the order for reloading services:

- name, quantity, gross weight, capacity in m3, and special requirements of goods,
- type and features of the packaging of goods,
- specification of heavy and bulky items, along with their dimensions,
- in the case of hazardous goods, the client has to specify special properties of goods and the hazard class according to the classification of the International Maritime Organization (IMO), provide a product data sheet in Polish, and indicate any possible other scope of responsibilities of the client and the contractor, specified in separate regulations concerning a given group of goods.

2.10. During reloading of goods in bulk/loose goods, losses in the quantity of goods are acceptable and are each time determined in the Offer Card, as a fraction of the total mass of goods. For losses so specified no destruction certificates or other documents concerning reduction in mass are prepared.

2.11. During provision of goods for reloading or storage, the goods should be correctly secured or packaged, the responsibility for which is borne by the client. ATS is not liable for any damage arising during and after the reloading, which has been caused by incorrect packaging or securing of goods, in particular if the product is in damaged packaging, bags, etc.

2.12. Any changes in service orders (order forms and other documents) must be approved in writing and signed by an authorised ATS employee.

2.13. The client bears full responsibility for any consequences of declaring incorrect weight or other significant parameters of goods.

2.14. ATS has the right to refuse execution of an accepted order, if the declared material parameters of goods differ from the actual ones.

### **3. FEES, TARIFFS, PAYMENTS**

3.1. All fees for ATS services are net rates, which must be increased by Value Added Tax and other fees collected by public authorities in relation to particular goods, their reloading and/or storage.

3.2. Unless agreed otherwise, the payment deadline amounts to 14 calendar days calculated from the date of issuing the invoice. Delays in payment cause automatic charging of statutory interest.

3.3. Any payments may not be set-off against liabilities of ATS towards the client without prior approval of ATS expressed in writing.

- 3.4. Delays in commencement, performance and/or completion of orders, regardless of the cause, do not exempt the client from timely payment of receivables.

#### **4. VESSEL NOMINATIONS**

- 4.1. Before confirmation of any vessel, which is to be loaded or unloaded at the wharf of ATS, the client should report the vessel to ATS and obtain a written confirmation of its nomination, along with the approximate date of handling. Without such confirmation, no vessel may be brought to the wharf of ATS.
- 4.2. The vessel may be reported electronically.
- 4.3. Any change of the nominated vessel is not possible without a written consent of ATS.
- 4.4. Every vessel nomination must contain at least:
- the vessel's name/flag/IMO no.,
  - tonnage/length/width/draft/GT,
  - number and dimensions of decks,
  - type of decks,
  - number and dimensions of cargo hold,
  - vessel layout,
  - agent's name,
  - other important information.
- 4.5. The party nominating the vessel is fully responsible for consistency of the abovementioned information, and ATS is relieved of any consequences resulting from any possible inconsistencies therein. In the case of any glaring differences, ATS may refuse to handle such a vessel, regardless of whether the vessel is at the wharf and regardless of whether the nomination has been previously confirmed.
- 4.6. The Notice of Readiness (hereinafter: **"the Notice of Readiness"**) of the vessel may be submitted only after mooring at the wharf of ATS. Should the wharf be occupied, the vessel has the right to submit the Notice from the roadstead, within 2 hours from dropping the anchor in the customary anchor berth.
- 4.7. ATS will not collect additional fees for early completion of vessel loading, other than the ones agreed, and, at the same time, will not be responsible for any delays in release/loading of the vessel, unless the parties have agreed otherwise (no despatch/no demurrage).

#### **5. VESSEL HANDLING**

- 5.1. During loading or unloading of vessels with methanol, it is forbidden to conduct other loading, unloading, reloading works and other port operations. Approaching vessels with methanol/coming for methanol take priority and are handled first. Nevertheless, these vessels must apply for confirmation of the handling time window (of two days at most) at least 7 days prior to the expected arrival, and after obtaining confirmation of ATS - must submit 7/5/3-day and 48/24/12/6-hour notices of the anticipated time of arrival.

- 5.2. Should the vessel not fit in the confirmed handling time window, ATS may guarantee its handling no sooner than after completion of works carried out on vessels located in the wharf. In such a case, the waiting time of the vessel with methanol is not included in the agreed handling time of the vessel.
- 5.3. If the vessel with methanol arrives within the agreed 2 days, any reloading operations on other vessels are suspended, and the time from mooring until completion of handling of the vessel with methanol is not included in the handling time of those vessels, even if the agreed loading date has already been exceeded.
- 5.4. All vessels arriving with/for cargo other than methanol must check the methanol handling program through their agents. If they fail to do so, ATS will not be responsible for the resulting delays and other consequences.
- 5.5. After the completed reloading, the vessel may dock at the loading wharf without additional fees for up to 4 hours. After this time, ATS is authorised to charge docking fees and, should it be necessary to free space in the wharf for another awaiting vessel, to tow the vessel to the mooring quay at the expense and risk of the client.
- 5.6. Should the newly arrived vessel be unable to commence reloading operations for reasons lying beyond the control of ATS, ATS will have the right to force the vessel to leave the wharf. In such a case, the Notice of Readiness is automatically cancelled, no time is counted, and all costs and consequences are borne by the vessel. The Notice of Readiness must be re-submitted when the vessel is ready for unloading in the wharf.

## **6. FORCE MAJEURE, EXCLUSION OF LIABILITY**

- 6.1. ATS is in no way responsible for losses caused by Force Majeure, including war, riots, orders of government authorities and/or other public authorities, sabotage, strike (organised or not), lockout and other employee unrest, break-in and/or other crimes, fires and explosions, nuclear reaction, lack of power and/or water, computer system failure, water/ice level, and any other unpredictable event that cannot be prevented.
- 6.2. Failures and the related necessity of repair/replacement of ATS's equipment and/or other devices are also treated as a result of Force Majeure.

## **7. FINAL PROVISIONS**

- 7.1. All contractual and non-contractual relations between the parties are governed by the law of the Republic of Poland.
- 7.2. Any disputes generated in the course of performance of the contract concluded on the basis of GTSTG will be settled by the court of competent jurisdiction and proper venue for ATS.
- 7.3. Should any provisions of GTSTG be or become invalid, the validity of other provisions will remain unaffected. The parties to the contract are obliged to agree on a new provision, according to which the goals intended in the invalid provision will be pursued in the best possible manner. The same

applies in the case of legal loopholes in the contract.

- 7.4. Changes and deviations from GTSTG are deemed invalid unless made in writing.
- 7.5. Should the Terms differ from the provisions of a specific concluded contract, the provisions of that contract will prevail.
- 7.6. Assignment of rights and obligations resulting from the contract concluded on the basis of GTSTG requires prior consent of ATS expressed in writing.
- 7.7. GTSTG are also published on the website, at [www.alfaterminal.pl/warunki-obslugi/](http://www.alfaterminal.pl/warunki-obslugi/)

Appendices:

- OHS Principles for drivers staying within the premises of ATS