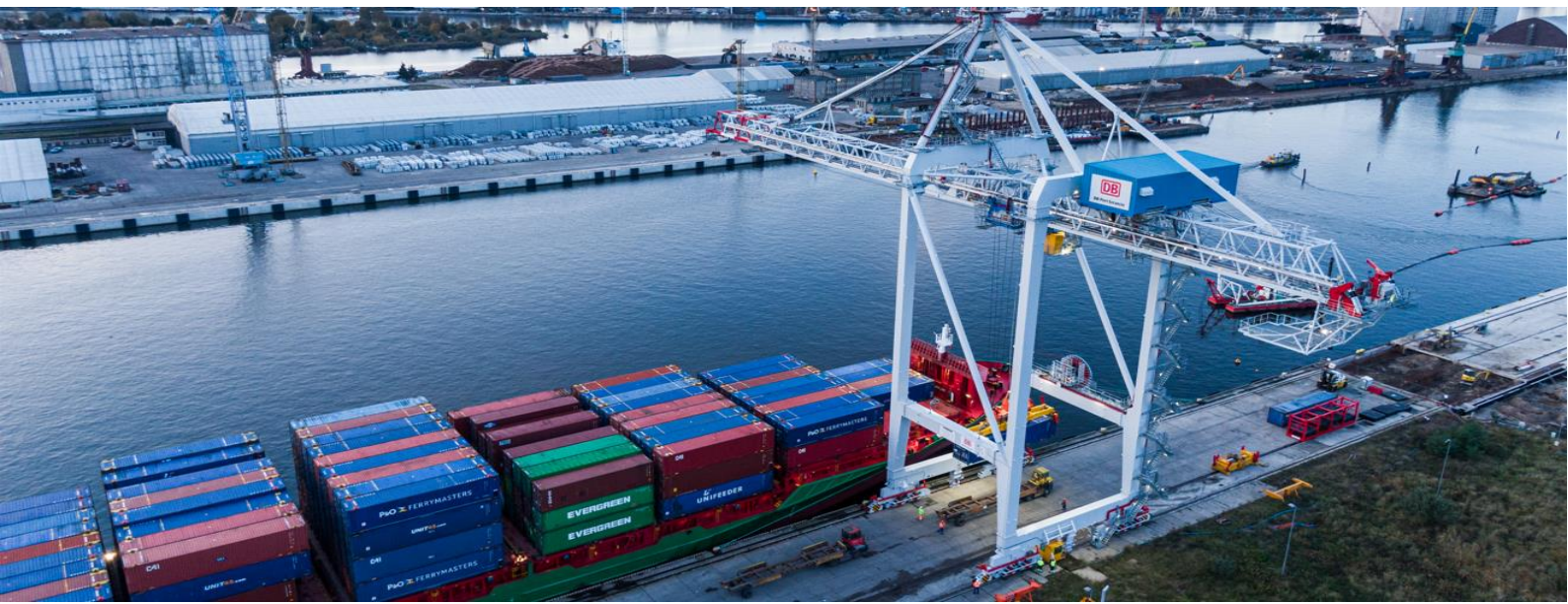




DB Port Szczecin



TARIFF - **GENERAL TERMS OF PROVIDING SERVICES**

applicable at DB Port Szczecin Sp. z o.o.
from 01.01.2024 to 31.12.2024.

DB Port Szczecin Sp. z o.o.

Ul. Bytomska 14

70 – 603 Szczecin, Poland



Table of contents:

1. General terms.....	3
2. Services.....	3
3. Terms used in Tariff.....	4
4. Orders of services and data transfer	4
5. Bulk cargoes.....	6
6. Handling of trucks	7
7. Handling of wagon depots	7
8. Settlements.....	8
9. Liability of the parties	8
10. Other terms of handling and settlements.....	10



1. General terms

- 1.1 The Tariff (hereinafter: “**the Tariff**”) is valid from 1 January 2024 to 31 December 2024, at the same time the previous version of the Tariff is no longer valid.
- 1.2 The Tariff is applied by DB Port Szczecin Sp. z o.o. (hereinafter: “**DB Port Szczecin**”) while providing services described herein as ordered by contractors (ordering parties) who are entrepreneurs within the meaning of the Civil Code. The Tariff does not apply in relation to consumers within the meaning of the Civil Code. Regulations, rules and procedures issued by DB Port Szczecin are an integral part of the Tariff. Relevant regulations, rules and procedures will be published on the website of DB Port Szczecin.
- 1.3 In matters not specified in the provisions of this Tariff, provision of services takes place in accordance with the Polish law as well as the rules and regulations in force in the area of the Sea Port of Szczecin. In the event that other definitions of port terms are given in the aforementioned acts, the interpretation contained in this Tariff shall prevail.
- 1.4 A contractor concluding an agreement for the provision of services by DB Port Szczecin (in particular, submitting an order for the provision of services accepted for performance by DB Port Szczecin) shall be obliged to comply with all provisions of the Tariff. Conclusion of an agreement (in particular, giving an order accepted for performance by DB Port Szczecin) is tantamount to acceptance of the provisions of the Tariff.

2. Services

- 2.1 The services are offered 24 hours a day, from Monday to Friday. A three-shifts work system is applied:
 - shift I: 10:00 p.m. – 06:00 a.m.,
 - shift II: 06:00 a.m. – 2:00 p.m.,
 - shift III: 2:00 p.m. – 10:00 p.m.
- 2.2 For services performed during night hours, on Saturdays, Sundays and holidays, the following surcharges will be added to the respective rates, unless otherwise agreed by the parties:
 - nights 15%,
 - Saturdays 75%,
 - Sundays and holidays 100%,
 - official public holidays 200%.

In the event of an overlap of two or more surcharges, the highest surcharge will be added.
- 2.3 An order for work during night, on Saturday, Sunday or holiday must be accepted each time by the Chief Despatcher of DB Port Szczecin. DB Port Szczecin has the right to refuse to accept an order or postpone its performance to a working day without giving reasons.
- 2.4 The surcharge for work during nights, on Saturdays, Sundays and holidays is calculated with regard to the specific relation and work performed during this time.
- 2.5 Official public holidays are:
 - January 1st - New Year,
 - January 6th - Epiphany,
 - March 31st and April 1st - the first and second day of Easter,
 - May 1st - International Workers’ Day,
 - May 3rd - Constitution Day,
 - May 19th - Pentecost,
 - May 30th - Feast of Corpus Christi,
 - August 15th - Assumption of the Virgin Mary,
 - November 1st - All Saints’ Day,
 - November 11th - Independence Day,
 - December 24th - Christmas Eve from 2:00 p.m.,



- December 25th and 26th - the first and second day of Christmas,
 - December 31st from 2:00 p.m.
- 2.6 The following is considered as the time off work : the time from 10.00 p.m. of the day preceding the day off work to 10.00 p.m. of the day off work, except for agro goods in which case the time from 10:00 p.m. of the day preceding the day off work to 06:00 a.m. of the first following working day is considered as the time off work.
- 2.7 The night shift is considered as the time from 10:00 p.m. to 6:00 a.m.
- 2.8 Handling operations of ships and wagons commence with the beginning of working shifts. Commencement of work at another time needs to be separately agreed by the parties.

3. Terms applied in the Tariff

- 3.1 The term **loading** or **unloading** shall be understood as the movement of cargo from ship's board to the ship's hold or vice versa.
- 3.2 The term **direct reloading** shall be understood as the movement of cargo from land or river means of transport to board of a ship or vice versa.
- 3.3 The term **indirect reloading** shall be understood as the movement of cargo from land or river means of transport to a port warehouse or storage yard and then, from port warehouse or storage yard to board of a ship or vice versa.
- 3.4 The term **completion of service** shall be understood as:
- for loading/unloading services: the date on the confirmation of completion of work on the ship;
 - for reloading services in import (for each reloading operation, lashing materials delivery and any manipulation performed during handling) - the date appearing on the confirmation of loading/unloading/reloading;
 - for reloading services in export (for each reloading operation and lashing materials delivery): the date of completion, which is the date appearing on the confirmation of loading/lashing/securing or delivery of lashing materials;
 - for manipulation services (e.g. segregation, bagging etc.): the date of completion of manipulation of the consignment,
 - for the remaining reloading relations, manipulations: the date of the dispatch of a particular consignment, subject to points 10.4 - 10.6 of the Tariff;
 - for mooring services, delivery of materials, energy: the date of completion of the service/delivery.
- 3.5 In the event that the cargo approaches DB Port Szczecin by land and is subsequently dispatched from DB Port Szczecin by land as well, as the date of commencement of the service shall be considered the date of delivery of the cargo to DB Port Szczecin, and as the date of completion of the service shall be considered the date on which the cargo is taken from DB Port Szczecin.
- 3.6 Indirect reloading rate consists of two relations, each of which amounts to 50% of the rate.

4. Orders for services and data transfer

- 4.1 DB Port Szczecin performs services on the basis of an order taken over for execution on the terms accepted by DB Port Szczecin. Orders may be submitted in writing on special forms or electronically. The applicable forms are available on the website <https://portszczecin.deutschebahn.com/dbportszczecin-pl>. Cancellation of an order should be made in the form prescribed for the submission of an order.
- 4.2 The ordering party shall be obliged to make an effective notification of request for ship handling at least two weeks in advance setting a two-day timeframe (laydays) during which the ship would be fully ready at the quay to commence handling by DB Port Szczecin. Each notification of request, in order to be effective, must be accepted (directly approved) by the Chief Despatcher of DB Port Szczecin.
- 4.3 The ordering party is obliged to specify in order for reloading services:
- name, number, gross weight, volume in cubic meters and special properties of the cargo,
 - type and characteristics of cargo packaging,
 - specification of heavy loads including all dimensions, along with designated points for hitching up the cargo,



- by dangerous cargo, the characteristics of the cargo and the class of danger according to the classification of the International Maritime Organization (IMO) should be specified, one should provide a safety data sheet in Polish language, a packing certificate for the container/means of transport and others, if necessary.
- 4.4 In container handling, by notifying orders related to dropping, picking up and other container handling activities, electronic format with the use of Autostore CMS system or written format is compulsory.
- 4.5 Orders for work on non-working days as well as on Sundays and holidays shall be submitted by 10:00 a.m. of the day preceding the non-working day.
- 4.6 Cancellation of orders for work on non-working days and Sundays and holidays shall be submitted by 2:00 p.m. of the day preceding the non-working day.
- 4.7 On weekdays orders shall be submitted at least 24 hours before commencement of a shift. Cancellation of the order shall be submitted 8 hours before commencement of the respective shift.
- 4.8 The ordering party shall bear the costs of waiting of the work crews in case of:
 - failure to cancel the order within the aforementioned time limits,
 - failure to perform forwarding or brokerage activities or other activities on time, which cause the downtime of the loading crew.
- The basis for charging on this basis should be a mutually signed confirmation of stoppages. In case of refusal of signing such confirmation of stoppages by the ordering party, DB Port Szczecin has the right to issue an unilaterally signed statement, which would be the basis for charging the ordering party.
- 4.9 An order must be consistent with the content of the agreement binding the parties or offer of DB Port Szczecin on the basis of which it is submitted and the Tariff. In the event of a discrepancy between the content of the order and the content of the agreement, DB Port Szczecin's offer or the Tariff, then the provisions of the agreement, offer or Tariff shall prevail.
- 4.10 Lack of response by DB Port Szczecin to an offer to conclude an agreement (in particular, to perform an order) made by the contractor, or to an offer to amend previously agreed terms, shall not be deemed as acceptance of such offer by DB Port Szczecin. The application of Article 68(2) of the Civil Code is excluded.
- 4.11 All changes to orders for services (and other documents) must be explicitly approved in writing or electronically by an authorized employee of DB Port Szczecin .
- 4.12 The ordering party shall bear full responsibility for any consequences of incorrect declaration of weight or other relevant parameters of the cargo, as well as incorrect condition of the cargo (in particular, packaging / stowing in a manner that does not comply with the applicable standards).
- 4.13 In the event of a failure to effectively notify a request for ship handling, as required under point. 4.2, above, as well as in case of a subsequent amendment to the previously made notification or the actual lack of readiness of the ship for handling at the previously notified time slot at the quay indicated by the Chief Dispatcher of DB Port Szczecin, any liability of DB Port Szczecin due to untimely handling of the ship, in particular, due to a failure to commence handling the ship on the specified date, to comply with un-/re-/ loading rates, demurrage, etc., is excluded. The ship may be then handled according to the currently existing operational possibilities in accordance with each decision of the Chief Dispatcher of DB Port Szczecin.
- 4.14 DB Port Szczecin has the right to refuse to perform the accepted order in case of discrepancy between declared and real parameters of the cargo.
- 4.15 DB Port Szczecin reserves the right to raise objections to the arrangements, in particular to change the reloading date (L / D) by +/- 2 days.
- 4.16 DB Port Szczecin has the right to charge additional fees in case of difficulties in cargo handling related to, in particular, the shape of the cargo hold, the condition of the cargo, the manner of stowing and packaging of the cargo or other factors. The amount of these fees will be agreed in advance with the ordering party. In case of submitting an order by DB Port Szczecin to perform the handling despite of the disagreement with the ordering party on the amount of additional fees (or in case of maintaining the previously submitted order despite of obtaining information on the occurrence of difficulties), the ordering party will reimburse DB Port Szczecin additional fees which will be charged by DB Port Szczecin according to the costs which will be related to handling of the cargo as a result of the occurrence of such difficulties.



DB Port Szczecin

- 4.17 DB Port Szczecin implements an electronic system for submitting orders and electronic records of stored general cargo, "iWMS system", functioning under the following principles:
- DB Port Szczecin provides access to iWMS system free of charge;
 - ordering party is obliged to indicate persons who will be authorised to place orders on ordering party's behalf in iWMS system. The authorised persons will be assigned a login and password which shall not be transferred to third parties. Contractor is obliged to update the list of authorised persons;
 - all commercial terms and conditions (rate, settlement method, etc.) shall be agreed upon before arrival of the means of transport at the port, except as described in point 4.16 of Tariff;
 - contractor is responsible for entering the data correctly in iWMS system;
- 4.18 DB Port Szczecin has the right to charge an additional fee to the contractor in case of necessity to enter into the electronic system of DB Port Szczecin a change of data concerning the goods due to reasons attributable to the contractor, in particular, such as the contractor's failure to enter data into the system, erroneous entry of data, etc. By electronic system, in accordance with the preceding sentence, shall be understood all electronic systems supporting DB Port Szczecin operations, such as Autostore CMS, iWMS, etc.
- 4.19 DB Port Szczecin shall not be liable for any loss of non-unitized cargo, stored in storage yards or warehouses, if the cargo put into storage has not been weighed by DB Port Szczecin. Settlement of reloading takes place on the basis of declared weights or draft survey, depending on mutual arrangements.
- 4.20 The condition for commencement of ship handling in export is prior submission of the entire consignment required for loading at DB Port Szczecin. The contractor is obliged to reimburse DB Port Szczecin the costs that will arise due to the non-submission of the entire consignment required for loading at DB Port Szczecin, in particular those related to the ship's demurrage, its relocation, etc. The decision on the need to relocate the ship to another quay in such a situation rests solely with DB Port Szczecin. If, despite the non-submission of the entire consignment required for loading at DB Port Szczecin, the parties agree on the commencement of loading, DB Port Szczecin's liability in this respect for failure to comply with the loading/unloading/reloading rate, including demurrage, is excluded.
- 4.21 The decision to accept a ship for handling in a direct relation rests solely with the Chief Dispatcher of DB Port Szczecin. DB Port Szczecin shall not be obliged to handle a ship in a direct relation unless the Chief Dispatcher of DB Port Szczecin agrees to handle a ship in such a relation.

5. Bulk cargoes

- 5.1 If the cargo is found to be contaminated or in a condition inconsistent with the quality specification provided by the ordering party, DB Port Szczecin shall draw up a discrepancy report placing the cargo at the disposal of the ordering party or the forwarder.
- 5.2 The period of storage of bulk cargoes (also in flexible packaging, such as big bags) at DB Port Szczecin should not exceed 30 days.
- 5.3 DB Port Szczecin may agree to store cargo in excess of 30 days for a fixed period of time.
- 5.4 After the expiry of time limits referred to in point 5.2, DB Port Szczecin will carry out compulsory reloading of cargoes (grains and feeds) in order to check and preserve their quality at the expense of the ordering party. For the aforementioned activities, the ordering party will be charged half of the rate adopted for the indirect reloading.
- 5.5 DB Port Szczecin shall not be liable for damages arising as the result of the ordering party's failure to meet the time limits referred to in point 5.2, especially in case of changes in the physical and chemical parameters resulting from long-term storage (both for cargoes stored in bulk and packed).
- 5.6 The settlement of the received and issued consignment is carried out according to the indications of the scales of DB Port Szczecin.
- 5.7 After completion of the reloading of a given consignment, DB Port Szczecin, together with the ordering party / forwarder, makes a settlement of storage losses.
- 5.8 The permissible storage loss for cargo reloaded by DB Port Szczecin is specified in detail in the cooperation agreement concluded between the parties.
- 5.9 If the acceptable storage loss is not specified in the agreement (in particular, in the order accepted for performance), it shall be assumed that the permissible storage loss acceptable to the parties is 0,5 % for



each storage operation (for grains and feeds, fertilizers, wood pellets). The above also applies to the maintenance movements referred to in point. 5.4.

- 5.10 The provisions contained in this point 5 of the Tariff do not apply to bulk cargoes handled at Free Customs Area ("WOC").

6. Handling of trucks

- 6.1 DB Port Szczecin handles trucks from Monday to Friday from 06:00 a.m. to 10:00 p.m., with the exception of trucks with containers, which are handled from Sunday 10:00 p.m. to Friday 10:00 p.m. and on Saturday from 06:00 a.m. to 2:00 p.m.
- 6.2 The order for truck handling for the following day must be submitted by the contractor no later than by 12:00 a.m. of the day preceding the scheduled day of handling. In an order, the contractor is obliged to provide data such as: the name of the ordering party, the total number of trucks scheduled for the next day, the type of cargo, the shift(s) during which truck handling is to take place.
- 6.3 To become effective, a truck handling order must be accepted (confirmed) by the Chief Dispatcher of DB Port Szczecin. An order not accepted (not confirmed) by the Chief Dispatcher of DB Port Szczecin has no legal effect. The so-called tacit acceptance is excluded in accordance with point. 4.10 of the Tariff.
- 6.4 The contractor is obliged to pre-advise trucks for handling, based on the order accepted (confirmed) by the Chief Dispatcher, within the following deadlines:
- for 2nd shift by 3:00 p.m. of the preceding day;
 - for 3rd shift by 10 p.m. of the preceding day.
- In the pre-advise notification, the contractor is obliged to provide all data necessary for the handling of the means of transportation in accordance with applicable regulations.
- 6.5 Drivers of trucks pre-adviced for handling during 2nd shift are obliged to appear before an employee of the buffer yard of DB Port Szczecin no later than by 10:00 a.m. Otherwise, DB Port Szczecin has the right to postpone performance of the service to 3rd shift or, upon an additional order from the contractor accepted (confirmed) by the Chief Dispatcher of DB Port Szczecin, perform the service in 1st shift (night) with charging an appropriate surcharge.
- 6.6 Drivers of trucks advised for handling during 3rd shift are obliged to appear before an employee of the buffer yard of DB Port Szczecin no later than 6:00 p.m. Otherwise, DB Port Szczecin has the right to postpone performance of the service to 2nd shift on the following day or, upon an additional order from the contractor, accepted (confirmed) by the Chief Dispatcher of DB Port Szczecin, perform the service in 1st shift (night) with charging an appropriate surcharge.
- 6.7 The provisions in points. 6.5 and 6.6 apply unless DB Port Szczecin agrees with the contractor in writing or electronically on other deadlines for drivers to appear before DB Port Szczecin buffer yard employees.
- 6.8 DB Port Szczecin has the right to refuse to handle trucks not included in the order accepted (confirmed) by the Chief Dispatcher of DB Port Szczecin, incorrectly advised, unnotified or to charge the contractor, in case of failure to place previously ordered and advised trucks, with the costs resulting from the downtime of the scheduled reloading crews.
- 6.9 If the handling of trucks takes place within the pre-agreed handling time of the so-called booking window, the contractor is obliged to place the truck within the agreed booking window in the location indicated by DB Port Szczecin. Cancellation of a pre-agreed booking window is possible at no cost 24 hours prior to the start of the booking window and, in order to be effective, should be notified electronically to the Planning and Coordination Department and the Terminals and Warehouse Department. In the event of cancellation of a booking window within a period shorter than the one referred to in the preceding sentence, or failure to place a car within the agreed booking window, DB Port Szczecin has the right to impose on the contractor a fee of PLN 300 net.
- 6.10 All trucks must arrive at the buffer parking lot at Hryniewieckiego Street. The parking lot operator allows entry to the port and gives the driver a map which also serves as a pass.



7. Handling of wagon depots

- 7.1 The detailed terms and conditions of cooperation between the parties in connection with handling of wagon depots by DB Port Szczecin are specified in the relevant regulations.

8. Settlements

- 8.1 The Sales Department of DB Port Szczecin is exclusively authorized on behalf of DB Port Szczecin to agree the financial conditions based on which agreements for the performance of services (in particular, orders accepted for performance) are concluded by DB Port Szczecin.
- 8.2 All rates in the Tariff are expressed in Polish zlotys (PLN).
- 8.3 The basic unit of weight of cargo is 1 gross ton, unless otherwise noted.
- 8.4 The gross cargo weight is taken into account for the purpose of calculation of due charges.
- 8.5 The basis for the calculation of charges for general cargo in import is the gross weight stated in an order, which has to be consistent with the weight stated in a bill of lading, and in the lack thereof - in a manifest.
- 8.6 The basis for calculation of charges for cargo in export is the gross weight given in an order.
- 8.7 If the cargo weight is verified and discrepancies between the declared and actual weight are found, DB Port Szczecin has the right to charge for the higher of the cargo weights.
- 8.8 The rates in the Tariff are binding, unless otherwise agreed by the parties.
- 8.9 The payer for the services performed is the ordering party, unless otherwise mutually agreed upon, in which case the payer's data must be provided the latest at the time of the conclusion of the agreement (in particular, ordering a service by DB Port Szczecin).
- 8.10 All rates in the Tariff are net rates, to which VAT tax rate must be added in the amount applicable on the date of service completion.
- 8.11 The rates in the Tariff are applicable unless the parties have agreed in other agreements or settlements a different method of remuneration for the services of DB Port Szczecin.
- 8.12 Tariff rates apply to cargo in normal commercial condition that does not create additional handling difficulties with port equipment and to cargo carried in regular ship's holds that does not hinder reloading operations.
- 8.13 Invoices are sent electronically, unless otherwise agreed by the parties.
- 8.14 The payment period starts from the date of issuance of the invoice.
- 8.15 Unless otherwise agreed by the Parties, receivables due to DB Port Szczecin shall be paid within 14 days from the date of the issuance of the invoice. Failure to meet this deadline shall be the basis for charging interest in accordance with applicable regulations.

9. Liability of the parties

- 9.1 The liability of DB Port Szczecin related to the performance of services under this Tariff shall be determined by the provisions of the concluded agreement (in particular, the order accepted for performance) and the provisions of the Tariff.
- 9.2 DB Port Szczecin is not a party to agreements concluded by contractors with third parties and shall not bear liability under the terms specified in those agreements.
- 9.3 DB Port Szczecin shall be liable for faulted and proven demurrage of a ship only if, on the basis of the agreed terms, it has assumed such a liability.
- 9.4 DB Port Szczecin shall be liable for loss and damage to reloaded cargo, ship's holds and equipment as well as other means of transport incurred during the performance of the service, if it is proven that the damage occurred through the fault of DB Port Szczecin. The burden of proof rests with the ordering party. DB Port Szczecin shall not be liable for damages consisting in loss of benefits, which the ordering party or any other third party could have obtained if the damage had not been caused, in case of incorrect declaration by the ordering party of the weight, type or physical properties of the cargo and other data



necessary for proper performance of the service, as well as due to incorrect stowage and packaging of the cargo.

- 9.5 Unless fault is proven with regard to DB Port Szczecin, DB Port Szczecin shall not be liable, in particular, if losses and damages to cargo, ship's hold and equipment, as well as other means of transport, is caused by:
- shortage, dissipation, breakage, corrosion, spoilage, permeation through packaging, or leakage caused by the characteristics of the cargo or the action of pests,
 - lack or insufficiency of normal commercial packaging,
 - the influence of weather or other external factors, if the cargo is stored customarily, or in accordance with the agreement, in open air or in incompletely closed spaces (sheds) or if the cargo is manipulated or repacked by the holder of cargo and the packaging is again closed properly.
- 9.6 Any damages shall be immediately notified by means of a protocol, the latest at the end of a shift in which the service was performed. The respective protocol shall be signed by an authorized representative of DB Port Szczecin. If the damage is not reported within the specified time, DB Port Szczecin has the right to refuse to examine the complaint.
- 9.7 DB Port Szczecin shall not be liable for demurrage of wagons, unless otherwise agreed by the parties.
- 9.8 The liability of DB Port Szczecin for damage caused by the fault of DB Port Szczecin in connection with its business operations is limited to the value of the cargo, but in each case up to a maximum of PLN 100.000,00.
- 9.9 DB Port Szczecin accepts orders for service under the assumption that the cargo is properly packaged and stowed on the means of transport in accordance with applicable standards and that safe access to cargo and safe working environment is ensured. DB Port Szczecin reserves the right not to proceed with or withdraw from the service performance (including unloading of ship or other means of transport) without incurring any liability and financial consequences thereof. The above is justified if the cargo, its stacking, method of packaging or stowing, condition of the ship's hold or means of transport or contamination of the cargo or changes in its physical and chemical properties may constitute a threat to human life and health, a threat of damage to the ship or other means of transport, cargo handling equipment or a threat to the environment. The threat shall be stated in a protocol by qualified employees of DB Port Szczecin. DB Port Szczecin shall inform the ordering party about any found irregularities.
- 9.10 In the situation referred to in point. 9.9, above, DB Port Szczecin may refuse to perform the service (including unloading) excluding its liability for any damage that may occur and the financial consequences related thereto, and to charge the ordering party with additional costs arising in this respect. In such case, the service may be provided on the basis of an additional order after agreeing on the terms and amount of additional charges. In the event that, despite the ordering party has been informed about an identified threat, the ordering party does not order discontinuation of the service, or orders continuation of the service despite the occurrence of a threat of which it has been informed about, DB Port Szczecin, in accordance with its own decision, may continue to perform the service or to refuse to perform the service, in both cases, any liability of DB Port Szczecin related to the identified threat and the resulting damage is excluded.
- 9.11 If, at the beginning or during unloading, the working conditions change in a way that affects the cost of handling, DB Port Szczecin has the right to stop the work, inform the representatives of the shipper and/or shipowner, and set rates for the performance of the service under the new conditions. These difficulties may include poor stowage, unusual construction of the ship's hold, handling of another cargo in the same hold, non-commercial condition of the cargo, etc. The service will be continued on the basis of an additional order after agreeing on the terms and amount of additional charges or in accordance with the procedure provided for in point 4.16 of the Tariff. The non-commercial condition of the cargo shall be established by means of a protocol signed by both parties, and in case of a refusal to sign the protocol by the ordering party, DB Port Szczecin has the right to issue an unilaterally signed statement form, which is the basis for charging the ordering party.
- 9.12 DB Port Szczecin shall not be liable:
- for the consequences related to the occurrence of force majeure, which shall be understood as extraordinary circumstances beyond DB Port Szczecin's reasonable control, foreseeable or



unforeseeable, the occurrence of which DB Port Szczecin could not have prevented with due diligence,

- for damages and interruptions caused by strikes of company's employees and/or contractors' employees,
- for damages caused by untimely arrival of sea, land or river transportation means, which are involved in cargo shipment,
- for work stoppages not caused by itself,
- for financial consequences caused by orders or actions of state or local administration authorities,
- for consequences related to a state of emergency, a state of pandemic, epidemic or a state of epidemic emergency,
- for any damage caused while rendering of assistance DB Port Szczecin was obligated to render in the interest of port security, within the limits of necessity,
- for the consequences of criminal behaviour undertaken by persons other than DB Port Szczecin, such as cases of cybercrime,
- for consequences that may take place in connection with false information provided by the ordering party,
- for damages and interruptions related to the occurrence of natural disasters,
- for damages and interruptions related to atmospheric factors preventing or hindering the proper and agreed performance of the service (including reloadings), such as: strong wind, fog restricting visibility, heavy rain and snow, icing, storm, significant temperature deviations,
- for damages and delays resulting from the characteristics of the cargo, the condition of the cargo, in particular the method of packaging or the manner it was stowed or the customary manner of handling or storing the cargo and from the unusual construction of the ship's hold,
- for the results of fire, flood and other factors beyond the control of DB Port Szczecin,
- for damages and delays caused by the failure of the electrical, water and heating networks,
- for lost profits, loss of contracts, consequential or indirect losses that may occur on the part of the ordering party,
- for act or omission of the ordering party or third parties acting on behalf of the ordering party,
- for any damages or lost profits of third parties.

9.13 The ordering party shall be liable for the accuracy of data contained in an order, in particular, for any damage caused by incorrect or insufficient data contained in documents entered into electronic systems or otherwise transferred as well as for damage caused by the fault of its employees or authorized persons. The ordering party shall bear the liability and financial consequences for incorrect declaration of the weight, type or physical properties of the cargo, if it has not adjusted and supplemented relevant documents the latest 1 hour before the commencement of handling. Any amendment of the declaration must be approved by DB Port Szczecin.

9.14 In case of discrepancies between the actual state and the declaration, DB Port Szczecin has the right to correct the declaration. If in case of discrepancies with the declaration it will be necessary to use the services of inspection companies or supercargo, then the declarant shall bear the costs of such inspection.

9.15 In the event of interruption of services due to weather conditions, the costs resulting from the standby of the crews shall be borne by the parties in equal shares.

9.16 All persons present in the area of quays, storage yards or warehouses of DB Port Szczecin are obliged to wear reflective vests and helmets.

10. Other terms of handling and settlements

10.1 Rates in the Tariff do not include costs of lashing, lashing materials and stowage materials.

10.2 The handling rates apply to cargo in normal commercial condition, which does not cause additional difficulties in its handling (which means, in particular, the need to use additional human or equipment resources, the use of other than standard handling technology, greater workload than a standard one, etc.). Otherwise, i.e. in the event of occurrence of additional difficulties, additional fees will be charged taking into account the incurrance of additional costs. The non-commercial condition of the cargo shall be



stated by means of a protocol signed by both parties, however, if the ordering party refuses to sign the protocol, DB Port Szczecin has the right to issue such a document unilaterally and accept it as the basis for charging other rates.

- 10.3 The rates contained in the Tariff are valid for the handling of "box shape" type ships (a type of hold where the dimension of the hatchway is not less than the dimension of the hold). For other types of ships the rates for handling will be determined operatively.
- 10.4 The basis for charging storage fees for cargo in import relation shall be the date on which the last consignment is stored on Declaration B. Storage fees shall be charged until the date of collection of the cargo.
- 10.5 The basis for calculating storage fees for cargo in export relation is the actual date on which the cargo was stored at DB Port Szczecin, regardless of whether the entire consignment specified in Declaration B was stored. Storage fees are charged up to the date of commencement of loading of the ship. DB Port Szczecin issues a debit invoice at the end of the month for cargo released in a given month, despite the fact that A/C declaration has not been completed, unless the parties agree otherwise.
- 10.6 Storage fees are charged after the expiration of the free storage term, referred to in an abbreviated form as "FST". Short-term storage fees (not exceeding 1 month) are charged after the cargo is collected from the warehouse or storage yard. Storage fees in excess of 1 month are charged on the last working day of each calendar month constituting the settlement period, unless otherwise agreed by the parties. In case of storage of cargo for more than 60 days, the rates of storage fees increase progressively to the amount indicated in the Tariff.
- 10.7 Unless otherwise agreed, settlement of handling, storage and any manipulation services to the extent relating to a respective consignment, regardless of the time of commencement and the period of performance of services, shall take place at the rates in effect on the date of collection of the respective consignment.
- 10.8 DB Port Szczecin reserves the exclusive right for all lashing works and for the supply of lashing materials.
- 10.9 With regard to dangerous cargoes cl. 1 - 9 a surcharge shall be charged in the amount operatively determined after delivery of the cargo data sheets.
- 10.10 DB Port Szczecin has the right to charge the ordering party half of the rate for the entire indirect relation due to partial performance of the reloading service after the expiry of the shorter of the free storage term or 30 days.
- 10.11 DB Port Szczecin has the right to charge a surcharge for the reloading service in the wagon/truck - warehouse relation, if there is more than one consignment on one means of transport. The surcharge will be charged depending on the number of consignments and the degree of difficulty in reloading operations.
- 10.12 Trucks must have the possibility of side loading. The possibility and conditions for handling a truck loaded from the top or only from the rear must be agreed in each case with the Operations and Sales Department.
- 10.13 DB Port Szczecin accepts ships for handling in accordance with the principle of "no despatch / no demurrage", unless DB Port Szczecin (Sales Department Management) expressly accepts and agrees the application of the "despatch" or "demurrage" principle in writing under pain of nullity. In the event that an unloading/loading/reloading rate is agreed without accepting and agreeing on the application of the "despatch" or "demurrage" principle, the agreed rate has exclusively an indicative character (forecast).
- 10.14 Any changes in designation of a person authorized to dispose of the cargo handled by DB Port Szczecin which affect settlements with DB Port Szczecin, require for their validity explicit consent of DB Port Szczecin expressed in electronic format. The transfer of goods between contractors shall be carried out in accordance with the rules set forth in the "Instructions for the transfer of goods between customers and their settlement" and by using the template of the "Protocol for the transfer of goods between customers", which shall be made available at the request of the contractor.
- 10.15 Failure to make payment on time entitles DB Port Szczecin to suspend acceptance of orders and to withhold performance of orders from the contractor without bearing any liability and financial consequences in this respect. In particular, DB Port Szczecin has the right to detain and to refuse to release the contractor's cargo until full settlement of all overdue receivables plus statutory interest, irrespective of which order has not been settled. Further cooperation will be possible only after settlement



of all overdue receivables and on the basis of separate orders for each service and under condition of providing a pre-payment.

- 10.16 In order to settle overdue fees and receivables DB Port Szczecin has the right:
- to make a lien on the stored cargo within the meaning of the Civil Code;
 - to sale the cargo within the meaning of the Civil Code.
- 10.17 Unless otherwise agreed by the Parties, a party ordering the service shall not, without the prior consent of DB Port Szczecin expressed in writing under pain of nullity, make adjustments, deductions or compensations of its receivables against DB Port Szczecin. Any adjustment, deduction or compensation made without DB Port Szczecin's consent expressed in the form reserved in the preceding sentence shall have no legal effect.
- 10.18 The possibility of amending the Tariff is reserved for DB Port Szczecin, in particular, if as a result of circumstances beyond the control of DB Port Szczecin, force majeure, decisions of public administration, amendments to the law or the occurrence of any other factors - the conditions for the provision of services will or may change, DB Port Szczecin has the right to make changes in the amount of rates, method of settlement or other provisions of this Tariff.
- 10.19 In case of different interpretation of the Tariff by DB Port Szczecin and the contractor, the interpretation of DB Port Szczecin shall be only binding.
- 10.20 Any claims related to the performance of services by DB Port Szczecin shall be resolved exclusively by the common court having jurisdiction over the registered office of DB Port Szczecin under the provisions of Polish law.
- 10.21 The Tariff is published in two language versions, Polish and English. In cases of discrepancies, the provisions of the Polish version shall prevail.