



Tariff 2019



## TARIFF

## GENERAL TERMS

The Tariff and General Conditions of providing services at DB Port Szczecin valid  
01.01.2019 - 31.12.2019

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DB Port Szczecin Sp. z o.o.

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## 1. General terms

- 1.1 Tariff is valid from January 1st, 2019, at which time DB Port Szczecin Tariff 2018 and its previous versions become invalid.
- 1.2 The Tariff is applied by DB Port Szczecin (the Port) for services ordered by the clients.
- 1.3 Only DB Port Szczecin has the right to interpret the Tariff.
- 1.4 DB Port Szczecin is authorised to issue regulations and procedures, which constitute an integral part of the Tariff. The rules will be published on DB Port Szczecin website.
- 1.5 For the matters not stipulated in the Tariff, the following rules and regulations will apply:
  - "Port Regulations" (valid edicts of Maritime Office in Szczecin)
  - "Polish Maritime Code"
  - "Polish Civil Code"
  - "Regulations for rail services for Port of Szczecin"
  - Work Safety regulationsIn case port terms are defined differently in these regulations, interpretation given in this Tariff is valid.

## 2. Services

- 2.1 DB Port Szczecin performs the services only after receiving a written order. The orders can be submitted electronically or on paper. The forms are a rider to the Tariff.
- 2.2 A contractor who concludes an agreement for services in accordance to this Tariff is obliged to follow all regulations of the Tariff.
- 2.3 The services are offered 24 hours a day, from Monday to Friday. Weekend work can be agreed upon with Chief Despatcher and ordered separately. There are three shifts:
  - shift 1: 22:00 - 06:00
  - shift 2: 06:00 - 14:00
  - shift 3: 14:00 - 22:00
- 2.4 For services listed in the Tariff, an additional rate for work during nights, Saturdays, Sundays and holidays is charged, unless otherwise agreed:
  - Nights 15%
  - Saturdays 75%
  - Sundays and holidays 100%
  - Official public holidays 200%The surcharges are for General Cargo only.
- 2.5 An order for a night or holiday work must each time be accepted by Chief Despatcher of DB Port Szczecin. DB Port Szczecin can, for convenience, refuse the work or do it during workweek.
- 2.6 The additional rate for work during nights, Saturdays, Sundays and holidays is charged only for work done during the above mentioned periods.
- 2.7 Official public holidays are:
  - January 1<sup>st</sup>, New Year,
  - January 6<sup>th</sup> (Epiphany)
  - April 21<sup>st</sup> and 22<sup>nd</sup> (first and second day of Easter)
  - May 1<sup>st</sup> (International Workers' Day)
  - May 3<sup>rd</sup> (Constitution Day)



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- June 9<sup>th</sup> (Pentecost),
  - June 20<sup>th</sup> (Feast of Corpus Christi),
  - August 15<sup>th</sup> (Assumption of the Virgin Mary),
  - November 1<sup>st</sup> (All Saints' Day),
  - November 11<sup>th</sup>, (Independence Day),
  - December 24<sup>th</sup> (Christmas Eve) from 14:00,
  - December 25<sup>th</sup> and 26<sup>th</sup> ( first and second day of Christmas),
  - December 31<sup>st</sup> (New Year's Eve) from 14:00.
- 2.8 A holiday starts at 22:00 the previous day and ends at 22:00 of holiday.
- 2.9 The night shift is between 22:00 and 6:00.
- 2.10 Handling of cargo starts at the beginning of a shift. Commencement of work at another time must be agreed by both parties.

### 3. Terms used in Tariff

- 3.1 „**Loading**” or „**unloading**” means moving the cargo from board of a ship to the ship's hold or vice versa.
- 3.2 „**Direct reloading**” means moving cargo from land or river means of transport to board of a ship or vice versa.
- 3.3 „**Indirect reloading**” means moving cargo from land or river means of transport to a port warehouse or storage yard and, later, from warehouse to board of a ship or vice versa.
- 3.4 The **completion** of service:
- for loading/unloading services, it is the date on the confirmation of ending work on the ship;
  - for reloading services in import (for each reloading operation, storage, lashing materials delivery and handling completed during reloading)- date of the confirmation of loading/unloading/reloading;
  - for reloading services in export (for each reloading operation and lashing materials delivery)- date of completion, which is the date of confirmation of loading/unloading/ lashing securing dunnage (L/S/D) or confirmation of lashing materials delivery;
  - for handling services (e.g. segregation, bagging etc.)- date of completion of handling a given lot of cargo;
  - for the rest of reloading/handling/storage operations, it is dispatch date of a particular lot of cargo, subject to points 8.6 and 8.7 of the Tariff;
  - for mooring services, material and energy delivery- date of the service/ delivery.
- 3.5 Indirect reloading comprises of two operations (mode of transport/yard and yard/mode of transport), for each of them 50% of the rate is charged.

### 4. Orders and data transfer

- 4.1 The Ordering Party is obliged to include the following data in the order:
- name, number, gross weight, volume in cubic meters and special properties of the cargo;
  - type and markings of the package or wrapping;
  - for heavy loads: specification including all dimensions;
  - for hazardous goods: special properties of the cargo and IMO class, Material Safety Data Sheet in polish, package certificate of container/means of transport, and other information if needed.
- 4.2 For container handling, for orders for loading, unloading and other container handling, electronic form should be used – Autostore CMS. If the Ordering Party fails to enter the necessary data, forcing the Port to do it by themselves, DB Port Szczecin has right to charge customer according to service price-list of Container Terminal.



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- 4.3 Written orders for holiday work must be placed by 10:00 on the preceding working day.
- 4.4 Cancellation of orders for work on Saturdays, Sundays or holidays must be placed in writing by 14:00 on the preceding working day.
- 4.5 On weekdays, orders should be placed no later than 8 hours before the start of the shift. The order may be cancelled 4 hours before the start of the shift.
- 4.6 The Ordering Party bears the costs of waiting time of stevedores and equipment.
  - if the order is not cancelled within above mentioned periods of time;
  - if duties of forwarder or shipbroker are not carried out in proper time."Confirmation of stoppages", signed by both parties, is the basis for charging the Ordering Party in such cases. If the Ordering Party refuses to sign the confirmation, DB Port Szczecin is entitled to charge for the work anyway, basing on self-signed confirmation.
- 4.7 All changes in the order must be given in written form and confirmed by warehouse despatcher or other authorised employee of DB Port Szczecin.
- 4.8 The Ordering Party is fully responsible for all consequences of declaring wrong weight or wrongly declaring other important properties of the cargo.
- 4.9 DB Port Szczecin can refuse to comply with an accepted order in case of discrepancy between declared and real properties of the cargo.
- 4.10 DB Port Szczecin has a right to charge extra in case of impediments in normal reloading, caused by shape of ship's hold, state of cargo or other factors. The amount of extra charge will be settled with the orderer in advance.

### 5. Truck movements within the terminal

- 5.1 All trucks must come to the buffer parking at Hryniewieckiego street. The parking operator lets the trucks into a port and gives them a map which also serves as a pass.
- 5.2 Drivers of trucks advised for service during the 3<sup>rd</sup> shift are obliged to report to a buffer yard staff of DB Port Szczecin by 18:00 at the latest. Should they fail to do this, the Port has the right to postpone the performance of service till 2<sup>nd</sup> shift on the following day or, at forwarding agent's additional order, perform the service during night shift and charge a relevant extra fee.
- 5.3 All persons present on yards and in warehouses of DB Port Szczecin are obliged to wear safety high-visibility vests and helmets.
- 5.4 DB Port Szczecin accepts trucks for handling according to advice notes sent in advance. The advice notes must be sent by 15:00 of preceding working day. The Port has right to refuse service to unannounced vehicles or to charge the Ordering Party with the costs resulting from idle time of scheduled gangs when previously announced means of transport does not arrive.

### 6. Settling of payments

- 6.1 All rates in the Tariff are in Polish zlotys (PLN).
- 6.2 The basis of calculations is one metric ton of gross weight unless otherwise indicated.
- 6.3 For calculation of due charges, the weight of cargo will be rounded up to 100 kg
- 6.4 The basis for calculation of charges for loads in import is the weight stipulated in an order, which should be the same as the weight in the Bill of Lading or, if there is no Bill of Lading - on Cargo Manifest.



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- 6.5 The basis for calculation of charges for loads in export is the weight given in the order.
- 6.6 If the weight of cargo is verified and found different than declared, DB Port has right to charge for the higher weight.
- 6.7 The rates of the Tariff are valid unless otherwise agreed by both concerned parties.
- 6.8 The Ordering Party is the payer for services.
- 6.9 All rates in the Tariff are net rates and do not include mandatory VAT.
- 6.10 Minimum amount of invoice is 50,00 PLN.
- 6.11 The charges stipulated herein are valid in the cases when the parties have not agreed other terms of settlement for the services provided by DB Port Szczecin in separate contracts or agreements.
- 6.12 The Tariff rates refer to cargoes in normal commercial condition that do not create additional difficulty when handling with port reloading equipment, and to cargoes transported in regular ships' holds that do not hinder reloading operations.

### **7. Liability of the parties**

- 7.1 Liability of the Port, resulting from performance of services stipulated in the Tariff, is determined by rules and provisions of the Tariff.
- 7.2 DB Port Szczecin is not liable for ship's demurrage resulting from a proven fault of the Port unless the liability was accepted beforehand based on agreed conditions.
- 7.3 DB Port Szczecin is liable for the losses and damages to transhipped cargo that arose during reloading when it is proven that the damage was caused by factors within its control. The burden of proof falls on the Ordering Party. DB Port Szczecin shall not be liable for any losses involving loss of benefits that the Customer or any other third party could have gained should the loss had not occurred. DB Port Szczecin is not responsible in the case of the Customer's incorrect declaration of weight, physical properties of the cargo or other information necessary for proper performance of the service.
- 7.4 If the guilt of the Port is not proven, the Port is not liable, in particular, if the damage or loss to the cargo is caused by:
  - shortage, dissipation, breakage, corrosion, deterioration or leakage caused by properties of the cargo or activity of pests,
  - lack or insufficiency of usual commercial packaging of the cargo,
  - weather or other external factors, if the cargo is, by custom or mutual agreement, stored in open air or in semi-closed spaces (sheds) or if, after the goods are repacked or manipulated by the owner/consignee, the package is properly closed.
- 7.5 All damages and losses must be reported in writing immediately or before the end of the shift. A relevant report must also be signed by an authorised representative of DB Port Szczecin. If damage is not reported in stipulated time, DB Port Szczecin has right to refuse to consider a complaint.
- 7.6 DB Port Szczecin is not liable for demurrage of wagons unless otherwise mutually agreed by both parties.
- 7.7 For damages to the goods which occurred at the area of activity of DB Port Szczecin and for which the Port is guilty, the liability of the Port is limited to the value of the cargo, but not higher than 100 000 PLN.
- 7.8 DB Port Szczecin reserves right to withdraw from unloading a ship or other means of transport, if cargo, stowage or contamination of the cargo create a hazard for the workers or environment. The hazard is attested by qualified employees of Environmental Protection and Quality Department in DB Port Szczecin or government agencies. DB Port Szczecin might either refuse the unloading or might carry the service out excluding any liability for possible damages, or additionally charge the Ordering Party. The service can be carried out only based on an additional order which stipulates extra rates.
- 7.9 If, at the beginning of discharging or during discharging, the conditions of work are found to be more difficult in a way that has an impact on cost of reloading, DB Port Szczecin has the right to stop the work, inform



representatives of the forwarder and/or ship owner and settle for new conditions and prices of service.

Such difficulties may include, but are not limited to, bad stowage, structures in ship's hold, other cargo held in the same hold, non-commercial state of cargo etc. The service can be carried out only based on an additional order which stipulates extra rates.

Non-commercial state of cargo is stated by protocol/confirmation signed by both parties. If the Ordering Party refuses to sign the confirmation, DB Port Szczecin is entitled to issue the document single-handedly and make it a basis for additional charges.

7.10 DB Port Szczecin is not liable for:

- damages and/or losses caused by natural disaster, force majeure or strike (of the Port's stevedores and/or Port's contractors),
- losses caused when a means of transport (see, river or land) that carries the goods does not arrive on time,
- for stoppages of work not caused by the Port,
- for financial results of orders or activities of national and local government authorities,
- for any possible damage that occurred when providing help which DB Port Szczecin is obliged to perform in the interest of port security, within the boundaries of necessity,
- for consequences of untrue information submitted by the ordering party,
- stoppages connected with weather conditions making reloading operations impossible or difficult to perform properly and according to arrangements
- losses and delays that result from the cargo properties or from customary method of reloading or storing of a given cargo,
- effects of fire, flood, theft or other factors that are beyond the Port's control,
- action or nonfeasance of the Orderer,
- any losses or lost benefits of third parties.

7.11 The Ordering Party is responsible for correctness of data stipulated in the order, and especially is liable for all damages caused by improper or insufficient data presented in documents or by other means. The Ordering Party is also responsible for damages caused by their employees or other authorized persons. The Ordering Party bears all costs and liabilities resulting from incorrect declaration of weight, physical properties of the cargo, unless they corrected the declaration and supplied missing documentation at least an hour before commencement of work. All changes in the declaration must be accepted by DB Port Szczecin.

7.12 If a discrepancy in the declaration is found, the declarer bears the costs of its verification. DB Port Szczecin has the right to correct the declaration.

### **8. Other terms of servicing and settling accounts.**

- 8.1 Placing an order with DB Port Szczecin is tantamount to stating that the client has become familiar with the DB Port Szczecin Tariff and accepts the terms and conditions stipulated.
- 8.2 Rates in the Tariff do not include costs of fastening/stowage and materials used for it.
- 8.3 The rates are for goods in normal commercial condition that do not require additional effort in handling. Otherwise, an additional rate or amount is charged to cover extra costs. The non-commercial state of the cargo is established by a written statement signed by both parties. If the Ordering Party refuses to sign the confirmation, DB Port Szczecin is entitled to issue the document single-handedly and make it a basis for additional charges.



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- 8.4 The rates of the tariff are for box-shaped vessels, i.e., ships with the holds where dimensions (width x length) of a hatchway are at least the same as those of a ship's hold. For other types of ships, the rates are determined on an individual basis.
- 8.5 The rates are the same for operations in import and export.
- 8.6 DB Port Szczecin will issue a debit invoice at the end of a month for goods handled during the month, even if the loading declaration (A/C) is not complete.
- 8.7 Storage charges are calculated upon the expiry of free storage term - "FST". Charges for short term storage (not exceeding 1 month) are calculated once the cargo is issued from a warehouse or storage yard. Charges for storage exceeding 1 month are calculated on the last business day of each calendar month constituting the settlement period. In case of storage of goods over 60 days, rates for storage increase progressively to the rate as per Tariff - Rates for Services.
- 8.8 DB Port Szczecin reserves the exclusive right to perform all fastening/stowage works and to supply lashing materials.
- 8.9 For hazardous goods of class 1 - 9, an additional rate, if any, is calculated after the "Material Safety Data Sheet" is delivered.
- 8.10 DB Port Szczecin has the right to charge the Ordering Party half the amount for full indirect reloading on account of partial performance of reloading service upon the lapse of the shorter of the two terms: free storage period or period of 30 days.
- 8.11 DB Port Szczecin has the right to charge additional fee for 'rail car/vehicle - warehouse' reloading service in the situation when one means of transport carries more than one lot of cargo. The additional charge will be calculated on an individual basis, depending on the number of lots and the degree of difficulty in reloading operations.
- 8.12 DB Port Szczecin accepts ships for service on principles of „no despatch / no demurrage" unless the parties agree otherwise in writing under pain of nullity.
- 8.13 Unless the parties agree differently in a contract or agreement, any amounts due for DB Port Szczecin should be settled within 14 days of the invoice issue date. Failure to meet this deadline shall result in charging statutory interest.
- 8.14 Failure to make payments on time for any services ordered by the Ordering Party, entitles DB Port Szczecin to suspend accepting and executing orders from the client. Specifically including, but not limited to, DB Port Szczecin has right to refuse release of client's goods until outstanding amounts are paid together with statutory interest, regardless which order was not paid. Further cooperation (after payment of overdue amounts) would then be possible based on orders for single services with a pre-payment.
- 8.15 Regardless of other rights stipulated in the Tariff, In order to cover outstanding dues, DB Port Szczecin has the right:
  - a) of lien upon stored goods according to Civil Code
  - b) to sale the goods according to Civil Code
- 8.16 Unless parties agree otherwise, the Orderer may not, without prior written permission of DB Port Szczecin, make deductions or netoffs of their receivables against DB Port Szczecin.
- 8.17 If an Act of God, administrative decision or other important factors will cause a major change in functioning of the Port, DB Port Szczecin has the right to change rates, settlements or clauses of the Tariff.
- 8.18 The Tariff is published in two language versions: Polish and English. In case of any discrepancies between the two versions, Polish version is binding.