



BULK CARGO TARIFF - PORT SZCZECIN

GENERAL PROVISIONS

CHAPTER I.

APPLICATION OF THE TARIFF

1. This Tariff specifies the general conditions of service and settlement of services provided by BulkCargo - Port Szczecin Sp. z o.o. (hereinafter referred to as "BC-PS"). BC-PS provides services on the premises of the Szczecin and Świnoujście Seaports Authority, in the area of the Gorniczny Basin. The service conditions and fees included in the Tariff shall apply unless the parties have agreed otherwise.
2. The provision of port services by BC-PS is in accordance with the following regulations:
 - Cooperation Agreement between BC-PS and the Service Ordering Party with attachments;
 - Port Regulations - order no. 3 of the Director of the Maritime Office in Szczecin of July 26, 2013, i.e. as amended;
 - Maritime Code;
 - Work Regulations of the ZMPSiŚ S.A. Railway Siding " Rejon Przeładunków Masowych" and " Rejon Basenu Górnośląskiego";
 - Port Customs - Collection of practices and principles of cooperation between participants of port trading, elaboration of KIGM Resolution No. 10/10/2013;
 - Regulation No. 1 of the Director of the Maritime Office of April 5, 2004 on additional requirements and procedures for the safe loading and unloading of bulk carriers, as amended;
 - Civil Code.
3. The tariff was introduced into application by the Order of the President of the BC-PS Company No. 1/2015 of 08/01/2015 and is valid from 08/02/2015 until further notice.



CHAPTER II

GENERAL RULES

1. BC-PS provides services on business days, and on non-working days, i.e. Saturdays, Sundays and public holidays, in accordance with the supplement specified in the Price Appendix to the Tariff or under separately agreed conditions. BC-PS decides on accepting an order for services on holidays and public holidays. Non-working days are defined as the time from 10.00 p.m. on the day preceding the holiday or from 2.00 p.m. on 24 and 31 December to 6.00 a.m. on the working day following the holiday.
2. List of festive events at BC-PS in accordance with applicable regulations:
 - January 1 - New Year
 - The first day of Easter - Easter Sunday
 - The second day of Easter - Easter Monday
 - May 1 - Labor Day
 - May 3 - Anniversary of the Constitution
 - November 1 - All Saints' Day
 - November 11 - Independence Day
 - December 24 from 2 p.m. - Christmas Eve
 - First and second day of Christmas
 - December 31 from 2 p.m. - New Year's Eve
3. BC-PS works in a three-shift system:
 - Shift I from 22.00 to 06.00
 - Shift II from 06.00 to 14.00
 - Shift III from 14.00 to 22.00
4. BC-PS charges a night allowance for services performed in the night shift from 22.00 to 06.00, unless the parties have agreed otherwise in other contracts.
5. The Office of the Chief Dispatcher is open on weekdays from 7.00 to 15.00.
6. Service applications for the day-shift work plan are accepted by e-mail at the address dyspozycja@bulkcargo.com.pl no later than 10.00 on the day preceding the day on which the daily-shift plan is established.
7. The reloading activities commissioned for BC-PS start from the beginning of the work shifts. The commencement of works on a different date requires mutual agreement.
8. BC-PS reserves the exclusive right to all work related to the securing of cargo and the delivery of dunnage materials, unless the parties have agreed otherwise. The prices of dunnage materials applicable in BC-PS are available in the "Price Appendix to the Tariff".



9. If the cargo is declared without specifying the features, BC-PS also stores it without taking into account the features. When picking up the cargo, the Ordering Party, requesting individual pieces of cargo according to characteristics, should have previously ordered the cargo to be sorted in port warehouses. The order of sorting, weighing and Rother manipulation works during reloading is subject to the technical capabilities of BC-PS, and in the case of sideways also the consent of the shipowner. Ordering the above-mentioned additional services during side relations excludes the liability of BC-PS from the previously accepted reloading installments.
10. Any damage to the cargo should be reported in a protocol immediately, and at the latest by the end of the shift in which the service was performed. The relevant protocol should be signed by the Ordering Party and the representative of BC-PS.
11. Any breakdowns or damage to means of inland or sea transport resulting from reloading work must be reported in writing in the Polish language with a damage report (in the form of a protest) and submitted to the quay administrator immediately after finding its occurrence, at the latest by the end of the working shift. Exceptionally, in justified cases, after completion of loading works in a given ship's hold. Acceptance by the Administrator of the report on failure or damage is only a confirmation that the report has been accepted for verification and consideration by the relevant technical services of BC-PS and the ship's representative as soon as possible. Determining the legitimacy of the reported claims between the representative of the shipowner and BC-PS and the date of possible repair or the method of settlement between the parties should be completed before the vessel leaves the port.
12. BC-PS may receive notices of incoming wagons on behalf of the Ordering Party and perform the activities of their acceptance and delivery in technical terms. The settlement for the above-mentioned activities will be made on a monthly basis, at the rate specified in the Price Appendix to the Tariff.
13. The service time for wagons - without costs for BC-PS - is 24 hours / wagon. The costs resulting from exceeding the above-mentioned time are borne by the party that is at fault. The 24-hour handling time does not apply to wagons with cargo in a non-commercial condition, i.e. frozen, wet, dirty or damaged.
14. Waiting of working teams and reloading devices for more than 1 hour from the scheduled start of the shift, resulting from the lack of means of transport ordered for a given shift, shall be charged to the Customer.
15. If the ship is not ready for loading / unloading without specifying the date of readiness or when the reloading works have already been completed, and the berth is needed to service the next planned vessel, BC-PS has the right after four hours to request that the ship be towed at the shipowner's expense to other the designated place or, in the event of refusal, charge it with all



- the costs of stoppage of wagons, cars and vessels agreed in the day-shift plan for reloading in the place occupied by the ship.
16. Separate regulations of the state administration apply to reloading, storage and port transport of dangerous goods.
 17. Ordering reloading works for all means of sea and inland transport requires, on the basis of the manifest or cargo list, arrangements with BC-PS of the order of loading / unloading and with the representative of the shipowner on the method of storing and securing the cargo. After completing the above-mentioned works, the captain confirms to the BC-PS representative the correctness of the dunnage / trimmer before the vessel leaves the port. Lack of confirmation of the correctness of the loading / unloading works and cargo securing by the representative of the vessel and the decision to leave the port is tantamount to accepting the cargo without comments.
 18. The base rate is charged irrespective of whether the service commissioned for BC-PS is performed with ship or port cranes. In the case of using ship cranes, BC-PS ensures the operation of these devices.
 19. All disputes that may arise during the execution of the order will be settled amicably by the Parties. The dispute should be brought to court after all possibilities of a settlement have been exhausted.

CHAPTER III

CONTRACTING SERVICES

1. BC-PS performs port services on the basis of a general order, delivered to the Chief Dispatcher's Department in writing. Orders for BC-PS should be delivered at least 24 hours before the expected date of service commencement - bulk cargo and 48 hours general cargo.
2. BC-PS accepts ships for service on the terms "no despatch / no demurrage", unless the contracts agree otherwise.
3. By ordering BC-PS services, you accept the terms of this Tariff.
4. Orders for work on non-working days and the working day following the days off are accepted into the daily - shift work schedule until 10:00 on the preceding working day, and for night shifts on non-working days - no later than two days before the holiday.
5. Acceptance by BC-PS of an order for the day-shift plan is tantamount to a commitment to perform the reloading service resulting from this plan, provided that the Ordering Party provides the conditions enabling BC-PS to perform this service.
6. Failure to report the service by the Ordering Party to the day-shift plan will be implemented within the available reloading capacity or accepted, if possible, in the shift plan for the next day, without incurring the costs of downtime for means of transport on the part of BC-PS.



7. If the Ordering Party does not provide the conditions enabling BC-PS to perform the service, except in the event of force majeure and situations over which the Ordering Party has no control, the reloader has the right to freely use his reloading possibilities reserved in the plan for the Ordering Party. In such a case, BC-PS may reserve the acceptance of a given cargo batch for handling only within available reloading capacity.
 8. The person ordering the service, with the exception of general orders, should deliver the order in writing no later than 4 hours before the commencement of the shift in which the service is to be performed, but no earlier than 5 days before the date of the service.
 9. The cancellation of the order on working days should be reported 4 hours before the beginning of the shift.
 10. The cancellation of an order for services to be performed on non-working days should be reported at least to:
 - 26 hours before the start of the first work shift on bank holidays;
 - Until 1:00 p.m. on the day preceding the performance of the service for other shifts.
 11. The Ordering Party shall bear the costs of waiting for the ordered working teams and the operation of reloading devices and equipment in the event of:
 - the order is not canceled in accordance with the agreed rules described in the BC-PS tariff,
 - failure to timely perform forwarding activities or other activities related to the cargo that prevent the ordered reloading activities.
- The basis for this charge is a bilaterally signed list of breaks prepared by a BC-PS employee. In the event that the Ordering Party refuses to confirm the breaks, BC-PS has the right to charge it with the costs of the resulting downtime on the basis of a unilaterally confirmed list.
12. The order for loading, unloading or reloading of emergency cargo is made on the basis of a separate contract / order.

CHAPTER IV

SETTLEMENT OF SERVICES

1. The rates given in the Tariff are expressed in Polish zlotys PLN and are net rates.
2. We charge VAT in accordance with applicable regulations.
3. The rates in the Tariff apply to transshipment on working days and cargo in normal commercial condition, which does not cause any additional difficulties, when transported in "A" trim class (bulk) and "box shaped" type ships. Otherwise, additional fees are charged according to the Price Appendix to the Tariff.



4. The loading / landing rates apply only to self-pacing and / or single-deck vessels. For loading / unloading to / from ships with inter-decks and for work in hard-to-reach spaces, the supplement according to the Price Appendix to the Tariff shall apply. Hard-to-reach spaces are understood as bow tanks, holds with floors of different levels in relation to the hatch clearance, holds having dimensions less than 100 m² or having hatches less than 2.5 x 3.0 m, and spaces not normally intended for cargo and not allowing for normal manipulation of the loading equipment.
5. The non-commercial condition of the cargo is determined by a protocol signed by both parties, and in the event of a dispute - with an expert's certificate. Reloading of cargo in a non-commercial condition will be charged with additional fees according to the Price Appendix to the Tariff.
6. All fees expressed in the Tariff as a percentage are collected from the basic rate.
7. Settlement of the work of port workers and reloading equipment in man-hours will be calculated in accordance with the Price Appendix to the Tariff.
8. The cost of activities related to services performed as a result of an order of state administration authorities shall be borne by the party for whom the service was performed.
9. The basis for calculating the fees for groupage and bulk unit loads is the gross weight specified in the order, which should be consistent with the weight specified in the shipping documents.
10. The basis for calculating the fees for bulk cargoes is the weight according to the weight shown on the bill of lading or determined during weighing on port scales (road or rail), or as otherwise agreed by the contracting parties.
11. BC-PS provides mooring services on the Company's premises in accordance with the Port Regulations. Fees for mooring services performed with BC-PS brigades are settled in accordance with the table presented in the Price Appendix to the Tariff.
12. Tonnage and berth fees for ships handled at BC-PS terminals are collected by the Szczecin and Świnoujście Seaports Authority based on the currently applicable Tariff.
13. Ships mooring at the BC-PS quays and covered by the surveillance fee are billed in accordance with the Price Appendix to the Tariff. The agreement of the supervision rate by the representative of the shipowner does not release him from the obligation to determine the rules of parking with the BC-PS Chief Dispatcher and from the obligation to comply with the provisions of the Tariff General Rules Chapter II, point 15.
14. Unless the parties have agreed otherwise in separate agreements, the payment deadline is 14 days from the date of invoice. BC-PS has the right to demand an advance payment or full payment of the amount due from the Customer before the service is performed.
15. The client may not make any deductions or offsets of its receivables with liabilities towards BC-PS without the written consent of BC-PS.



16. If the payment deadline for the already performed services is exceeded, BC-PS may refuse to perform them further until the payments are settled with interest. BC-PS also reserves the right to make a lien on the cargo.
17. BC-PS settles services in PLN or in foreign currencies agreed in contracts with customers. The conversion of receivables into PLN will be made according to the average exchange rate of the relevant currency from the NBP table, applicable on the day the service is completed. The term "termination of service" means:
- for all ship services (mooring, berthing and other charges) - the ship's departure date included in the departure declaration, except for ships headed to a shipyard, when the "service completion" date will be the shipyard exit;
 - for towing and mooring services, water, material, energy supply - service / delivery date;
 - for import services (unloading, direct transshipment and possible manipulations during transshipment) - unloading completion date confirmed by the signature of the ship's representative or agent;
 - for other reloading activities: manipulation, additional activities - date of dispatch of individual cargo lots;
 - for the export service (for all reloading activities, including handling and delivery of materials) - the date of completion of loading, included in the confirmation of dunnage / cargo securing / trimmer or delivery of materials.
18. For ships operated by several operators, the start and end of service are counted separately for each of them. It is necessary for the Customer to submit a separate order to each operator taking part in the loading / unloading of the ship, as well as to sign the necessary documents by the Customer, without delay, i.e. within 24 hours after the end of the service by the specified operator.

OBLIGATIONS AND LIABILITY OF THE PARTIES

CHAPTER I

OBLIGATIONS OF THE ORDERING PARTY

1. The Ordering Party is obliged to order services in writing within the time limits provided for in the Tariff. An order for port services must include:
 - date of issue, name and address of the Ordering Party;
 - name of the load, its quantity, gross weight and empty weight (kg / m³);
 - reloading relationship, stowage, trimmer;



- cargo properties, type of packaging and marking, and in the case of dangerous goods, additionally:
 1. information whether the load is dangerous in transport,
 2. UN number,
 3. name of the cargo in accordance with the safety data sheet,
- contract number (if known);
- content of orders for other companies that affect BC-PS's order execution;
- an order for additional activities (if any);
- the name of the service payer;
- ship service conditions previously agreed with BC-PS (start of counting time, method of counting time on non-working days, amount of charge / unload installment, amount of demurrage / despatch rate, etc.);
- the payer of additional dunnage, fastening and securing services and materials (if any).

In the event of reloading of dangerous goods, the Freight Forwarder is obliged to provide a material safety data sheet in accordance with the current regulations.

2. The ordering party on the premises of BC-PS is obliged to use unified forms accepted in the port trade. This applies to the declaration of submitting "B", receiving "AC" and handing over of railway documents. The forms are listed in Annex 1.
3. The Ordering Party is obliged to report the approach of the cargo to the port on all vessels and current corrections to the daily work plan, in accordance with the rules provided for in this Tariff.
4. The person contracting the service under this Tariff is obliged to comply with all the provisions contained therein.
5. Additional required documents by relation:
 - manifest - landing relation,
 - loading list / loading plan - loading relation.
 - stowage plan / cargo plan with a list of obstructions in the hold (if any) - regardless of the relationship,

The loading list / plan should contain the quantity, tonnage, cargo characteristics and the destination port. After completing the loading activities, the Customer is obliged to immediately deliver the bill of lading (or the helmsman's receipt) for the entire ship / barge batch.

6. The ordering party is obliged to create appropriate conditions for the handling of ships to enable the reloader to maintain the daily reloading rates agreed in the contracts. For full-load groupage loads, the following conditions should be met:



- ships up to 1,000 DWT - cargo distributed under at least two normal hatches or in the hold with one double hatch enabling the operation of two cargo handling devices,
- ships from 1,001 DWT to 6,000 DWT - cargo distributed under at least three normal hatches,
- ships over 6,000 DWT - cargo distributed under at least four normal hatches.

The following conditions should be met for full-weight bulk loads ships up to 6,000

- DWT - cargo distributed under at least two normal hatches or in the hold with one double hatch allowing the operation of two cargo handling devices,
- ships from 6,001 DWT to 15,000 DWT - cargo distributed under at least three normal hatches,
- ships over 15,000 DWT - cargo distributed under at least four normal hatches.

In the event that the ships do not meet the above conditions, the port has the right to a proportional reduction of the transshipment rate or other individual arrangements.

CHAPTER II

RESPONSIBILITY OF THE ORDERING PARTY

1. The Ordering Party's liability resulting from the performance of services covered by this Tariff is determined by the provisions and provisions of the Tariff and the regulations in force in the port area, and in all unregulated cases by the provisions of the Civil Code.
2. The client is responsible for the correctness of the data contained in the order. The client is responsible for errors in the documentation.
3. The client bears the financial consequences of improper declaration of the weight, type or other physical properties of the cargo, significant during the reloading or storage process, if he has not corrected and supplemented the relevant documents two hours before the start of the service. In the event of a discrepancy with the declaration, BC-PS has the right to inspect the declared cargo, and then the Customer bears the costs of the inspection.
4. The Ordering Party is obliged to pay its obligations immediately after receiving the invoice, but not later than 14 days from the date of its issue, unless other agreements provide otherwise. If the payment deadline is exceeded, BC-PS has the right to charge statutory interest on overdue receivables.



CHAPTER III

OBLIGATIONS OF BC-PS

1. BC-PS is obliged to carry out the order in accordance with the agreed terms of service, with due diligence and care for the cargo accepted for reloading and storage.
2. BC-PS is obliged to implement the accepted contracts and the approved day-shift plan in accordance with the accepted reloading installments and on the agreed terms of service. The exclusion from this obligation takes place when there are other - unknown in the course of previous arrangements - circumstances beyond the control of BC-PS, including those resulting from the fault of other entities involved in the transshipment process.
3. BC-PS is obliged to unload the cargo with bills of lading. In the event that the cargo in the ship's holds is mixed up, BC-PS has the right to suspend the reloading and is obliged to prepare an appropriate report for these circumstances. The report should be signed by the shipowner or his representative, BC-PS employee and other interested persons on the part of the Customer. BC-PS proceeds to further unloading after receiving an order for sorting or after receiving an order for unloading mixed cargo. Sorting costs related to the unloading of mixed bill of lading batches in the ship's holds and any other related costs are covered by the Ordering Party.

CHAPTER IV

BC-PS LIABILITY

1. BC-PS is not responsible for losses and damage of the reloaded loads, caused by circumstances caused by independent loads.
2. BC-PS is responsible for culpable and proven downtime of a ship only if it has assumed such responsibility on the basis of agreed conditions.
3. If the fault is not proven, BC-PS shall not be liable if the cargo losses and damages are caused by:
 - Natural loss, dusting, crumbling, fracture, corrosion, deterioration, penetration through the packaging or leakage caused by the properties of the cargo or the action of pests,
 - improper or missing normal commercial packing,
 - influence of the weather or other external activities, if the loads are usually stored - according to the agreement - outdoors or in not completely closed rooms (shelters),
 - change of physico-chemical properties that prevent normal and proper handling of the cargo.



4. BC-PS secures the load on the yards with tarpaulins in appropriate weather conditions, when wind not exceeding 3 Beaufort scale (3.4-5.4 m / s) and in the condition of the cargo in which this work can be safely performed.
5. BC-PS bears the costs of stoppages of wagons provided for reloading at its own fault, within the amounts agreed with the Ordering Party at individual reloading places. BC-PS is obliged to load or unload the agreed number of wagons in relations to the warehouse, storage yard or vice versa, within the time specified in the applicable regulations, unless the parties agree otherwise. This provision does not apply to reloading in ship relations.
6. BC-PS guarantees the transshipment installments confirmed in the contracts. Installments are established for cargo carried in commercial condition on "A" trim class ships for bulk cargoes and for box shaped cargoes for unit cargoes. Installments refer only to the transshipment itself and do not include:
 - preparing the hold to accept the cargo,
 - interruptions caused by the ship for ballasting or cargo calculation,
 - securing loads requiring special protection,
 - handling work with loads during reloading,
 - picking out the remains of the load manually,
 - cleaning the hold,
 - other activities not covered by the reloading order,
 - lack of means of transport to collect cargo or cargo on means of transport in direct relation to / from the ship.
7. The liability of BC-PS for damage caused to the cargo is limited to the value of the cargo not exceeding PLN 0.50 per 1 kg, but not exceeding PLN 35,000 for the entire damage. BC-PS's liability covers claims with direct and normal causation.
8. BC-PS is not responsible:
 - for damages and / or losses caused by natural disasters or other force majeure, or resulting from strikes of employees and / or contractors;
 - for losses caused by the untimely arrival of sea, river or land transport means involved in the logistics process of the cargo;
 - for financial consequences caused by orders or actions of state administration authorities;
 - for lost profits that the Ordering Party or third parties could have obtained if the damage had not been done;
 - for the condition of cargo stored in the open in the event that the Ordering Party orders the service so. This does not release BC-PS from proper and careful securing of the cargo as well as from immediate notification of the Ordering Party in the event that the



cargo begins to deteriorate or if it cannot be properly protected against the negative effects of weather conditions;

- for any damage caused by the provision of assistance, to which BC-PS is obliged in the interests of port security - within the limits of necessity;
- when reloading bulk cargo, for damage to items and devices that are under the cargo in the ship's holds, e.g. reserve bolts, stowage materials, protruding handles, tank and manhole covers, uneven floors and holds, etc., if the client has not reported them.
- for breaks in work, for stoppages of carriages not caused by oneself, in particular for atmospheric factors, i.e. fog, heavy rain and snowfall limiting visibility or too strong wind threatening the safety of the port equipment operation, preventing work in the port in accordance with the requirements of health and safety regulations and instructions operation of equipment and devices;
- for the effects of floods, fire, theft and other factors beyond the control of BC-PS;
- for action or omission of the client and any damage or lost benefits of third parties who are not the client.