



**Standard Terms and Conditions
of Cooperation
Gdynia Container Terminal
Sp. z o.o.**

GCT/2023/1

Valid as of January 1, 2023

Regulations approved by the Management Board of Gdynia Container Terminal Sp. z o.o.
Resolution No. 13/2022 dated 21 November, 2022

I. General provisions

§ 1.

1. All entities participating in port trade at Gdynia Container Terminal Sp. z o. o., hereinafter referred to as "GCT", undertake to comply with the provisions hereof.
2. Any arrangements different from those contained herein shall be admissible provided that they are agreed in writing by the parties and that they comply with the mandatory legal regulations.

§ 2.

1. The basis for any commercial settlements shall be:
 - a) Tariff for the Services of Gdynia Container Terminal Sp. z o. o.;
 - b) detailed contracts and agreements entered into by the parties, as well as documents confirming their performance.
2. The ordering party shall be the payer for the services performed, unless the contracting parties have agreed otherwise.

§ 3.

Third parties or institutions shall be entitled to act on behalf of the ordering party only under its written authorization delivered to GCT.

II. Rules of ordering services

§ 4.

1. All services included in the GCT computer system shall be rendered on the basis of electronic orders, with the exception of the situation described in § 6, point 7 and in § 7, point 4.
2. Offer inquiries should be directed to e-mail address: lsd@gct.pl, along with a technical drawing or a photo of the cargo in question attached.
3. In order to have the option of submitting electronic orders, the ordering party shall place a request with GCT for allocating him the user name, company code, and password.
4. The ordering party is obliged:
 - a) not to disclose the user name, company code, and/or password to unauthorised parties;
 - b) to notify GCT immediately in case it is discovered or suspected that an unauthorised party has gained access to the data enabling unauthorised submission of the electronic order.
5. The order, submitted with the use of the user name, company code, and password allocated to the ordering party by GCT, constitutes the basis for GCT to claim remuneration for the service performed.
6. Services not covered by the GCT computer system shall require written orders.

7. Should the completion of any order require the presence and/or operations of/by external entities, including inspection/controlling companies, the ordering party shall be obliged to indicate this and state:
 - a) the details of an external entity or inspection company,
 - b) the scope of operations performed by a given entity or inspection/controlling company.
8. In the case of standard warehouse handling (i.e. e.g. stuffing or stripping of a container, cross-docking and inspections) - the ordering party shall provide the information specified in point 7 above in the form of an entry in an express system order (CFS) or in an ABC paper form.
9. In the case of an order for stevedoring - the ordering party shall provide the information specified in point 7 above in the form of a prior notification by email, taking into account additional commercial arrangements.
10. The consent of the Terminal shall be required on each occasion for external entities indicated in the order, including inspection companies, to participate in the completion of the order. However, in case of standard warehouse handling (i.e. e.g. stuffing or stripping of a container, cross-docking and inspections) the acceptance of a CFS or ABC order without comments shall also be considered as the acceptance of the participation of the indicated external company in the completion of the order.
11. External entities or inspection companies present during the handling are obliged to comply with all safety rules and the provisions of the regulations in force on the premises of GCT.
12. Should the supervising inspection company find any irregularities in the work carried out or the loss of cargo, the inspection company shall, in order to eliminate any irregularities on an ongoing basis, immediately report its objections to the Terminal employee present during the works.
13. Any objections concerning the work carried out, including the correctness of the work or the lost cargo, shall also be included in writing in the final report of the supervising inspection company. Such report shall be countersigned by a representative of GCT Terminal.
14. The inspection companies supervising the work carried out shall on each occasion provide the Terminal with a copy of the report on the progress of the aforementioned work promptly after the completion of the work.
15. Should the aforementioned report contain no comments as to the work carried out, GCT shall not be liable for any possible current and future damages caused by improper performance of the work ordered.
16. Any claims for damage to cargo caused during the works or for lost cargo shall be reported in writing during the current working shift. Failure to report this during the current working shift may result in GCT rejecting the claim.
17. Upon receipt of a report on damage to cargo or lost cargo, the GCT representative, with the participation of the cargo representative, shall draw up the damage report containing a detailed description of the damage and, if possible, its cause.

18. Orders relating to goods under the customs supervision are completed on consent from the Customs Office's, confirmed in the following form:
- a) by making an entry by the Customs Office of the release number in GCT's computer system or
 - b) confirmation of the written order with the Customs Office seal.

§ 5.

1. The grounding/pickup of containers shall be performed from 22:30 on Sunday to 14:30 on Saturday. Service provision at any other time specified by the ordering party shall require separate arrangements with GCT.
2. The ordering party should make an entry in the GCT computer system or submit its written service order at least one hour before the onset of the working shift during which the service is to be completed. The same applies to suspensions, recalls or alterations of the order content. The time frame valid for services other than grounding/pickup of containers is specified hereinafter.
3. GCT operates in the following working shifts:
 - a) Shift I – from 06:30 to 14:30
 - b) Shift II – from 14:30 to 22:30
 - c) Shift III – from 22:30 to 6:30
4. The decision to accept an order for performance rests with GCT. GCT shall give its notification of refusal to perform an order by email.
5. The handling of non-standard items (i.e. heavy, non-containerised cargoes of over 40 tons, over-sized containers etc.) shall be performed on the terms and within the time frame agreed separately between the ordering party and GCT.
6. Any orders requiring performance later than at 14:30 on Saturdays, on Sundays and holidays should be placed on or before 11:00 of the preceding working day. The same applies to order cancellation or alteration.
7. GCT shall notify the ordering party immediately of any circumstances making timely service completion difficult or impossible (i.e. adverse weather conditions).
8. In any disputable and/or extraordinary situation affecting the manner and time of service performance, the decisions of the GCT President or Managing Director of the Management Board shall be binding, upon earlier notification given to the parties.

III. General rules for cargo/container grounding and pickup

A. Grounding/pickup of a container/cargo

§ 6.

1. The cargo/container register is operated electronically; the register specifies the current status of the cargo/container and is the proof of its acceptance/release. The participants in port trade have access to the computer records within the authority granted to them.
2. Full containers should have locks and numerical seals. The construction, condition and application thereof shall guarantee proper security preventing access to the goods. Dangerous cargo/containers with dangerous cargo (dangerous cargo shall be construed as the cargo named in the currently valid classification of the IMO, contained in the IMDG) delivered to the terminal shall be properly marked, documented, packed, labelled, and placarded in accordance with IMO recommendations and templates in the IMDG.
3. Any empty container grounded in the terminal should be clean of: any remains of goods, dunnage and/or unnecessary warning labels. Removal of the above may be ordered from GCT.
4. During the container grounding on the GCT estate, a GCT employee shall perform an external inspection of the container's sidewalls (without checking its content), the IMDG labelling; he shall also check and confirm the seal's presence and if the seal is missing or damaged he shall secure the container with GCT seal.
5. Should any damage, deficiencies, inconsistencies in the technical condition of the container/cargo, seals, or inconsistencies in the notification data be discovered while accepting the container/cargo on the GCT estate, such flaws shall be entered instantly in the GCT computer system and be available for display by the authorised parties via the GCT eXpress transaction system. Notes on the condition of the container at acceptance are also made on the EIR document issued to the driver upon the grounding of the container.
6. GCT reserves the right not to accept any container the condition of which raises justified doubts as to the possibility of ensuring its safe storage (the same applies to sealing and closing).
7. In case GCT finds any damage to a full container (i.e. a hole, cut, or another breakage of the panelling, etc.) which may prove dangerous to the cargo, the damage shall be secured without any undue delay at the expense of the ordering party without the need to obtain an order from the ordering party.
8. A container which fails to pass the inspection specified in points 4 and 5 above satisfactorily may be accepted on the GCT estate upon supplementation of its marking, documentation, and in the event it was found damaged – upon having all necessary safeguarding works which will ensure satisfaction of the safety prerequisites performed on explicit order from the ordering party and at its expense.

9. Should any damage, deficiencies, inconsistencies in the technical condition of the container/cargo, lack of seals or incorrect seal numbers, or inconsistencies in the notification data be discovered in storage or picking up the container/cargo from the GCT estate, the picking up party should immediately notify a GCT employee thereof. In such a case the parties shall jointly agree the course of actions to be taken and prepare the relevant report. The pickup of cargo/containers without adhering to the above procedure shall release GCT from any liability for all damage, costs and inconvenience.

B. Storage of containers

§ 7.

1. The party grounding containers under the Entry Summary Declaration (hereinafter referred to as "ENS") at GCT customs time-limited storage facilities is obliged to assign a customs-approved treatment or use to the containers within 90 days from the date of submission of the ENS without the option of extending the term.
2. After the lapse of the above mentioned period, the Terminal will commence explanatory actions, based on the data in the GCT computer system, and call on the party grounding containers to immediately pick up the container or apply to the customs authority for the possibility of extending the storage, in accordance with the applicable customs regulations. The party grounding the container shall be liable for all costs borne by GCT as a result of the failure to fulfil the relevant customs formalities.
3. The ordering party shall bear full liability for all losses and damages arisen in connection with the handling of the cargo/container at GCT resulting from circumstances under control of the ordering party, its representatives, intermediaries, and any persons acting in its name and on its behalf.
4. The ordering party is obliged, on first demand from GCT, to remove the containers or cargo from the terminal and port, if their further storage carries a threat to human lives, health, or to the environment, the Company's property, the property of its customers, or the property of third parties or violates the storage rules set forth in the "Technological Manual for Handling and Storage of Hazardous Cargoes of Classes 1 through 9 according to the IMDG Code in Cargo Units, Bulk Packages and Bulk."
5. Should the ordering party fail to comply, GCT reserves the right to notify the relevant services and take actions aimed at removing the source of risk from the terminal estate as soon as possible. All actions undertaken to eliminate the threat (e.g. rescue action, evacuation, cargo disposal, etc.) shall be carried out at the ordering party's expense.
6. GCT shall not be held liable for any damages to the cargo or containers, arisen in the course of the operations indicated in pt. 5 above.
7. Due to limited storage yard capacity, in case of lack of storage place, GCT reserves the right to refuse to accept empty containers on the terminal premises and apply restrictions on the time limits for storing full export containers destined for the ship. Appropriate announcements concerning temporary non-acceptance of empty containers are published on the GCT website www.klient.gct.pl. GCT will not be held responsible for any additional costs incurred by the cargo owner or other entities acting on its behalf in connection with non-acceptance of empty containers on GCT premises.

C. Storage of reefers

§ 8.

1. Reefers are connected to power supply on written instruction from the advising party or ship operator who orders their unloading. In performance of the above instruction, the following is done:
 - a) connection of the reefer to a source of power supply,
 - b) maintenance of the temperature specified in the instruction,
 - c) monitoring of the reefers by taking the temperature readings every 4 hours.
2. Reefers requiring power supply and maintained pre-set temperature are disconnected from the source of power only at the time they are picked up from the terminal or loaded onto a ship, or when a handling operation/their shifting within the yard is necessary.
3. The reefer requiring that the pre-set temperature is maintained before its pick-up or loading onto the ship can only be disconnected from power supply in justified cases, on written consent from the ship operator. In such a case, GCT shall be released from liability for any potential consequences of early reefer disconnection.
4. The reefers requiring that the pre-set temperature is maintained during their temporary unloading from board of a ship to the quay are connected to the source of power and monitored without any additional instruction, at the expense of the party ordering the re-stowage, until they are reloaded onto the ship.
5. GCT has a limited number of connection slots for refrigerated containers. In case of lack of available connection slots GCT reserves the right to refuse to accept refrigerated containers on the terminal premises. Appropriate announcements concerning temporary non-admission of refrigerated containers due to lack of available connection sockets are published on GCT website www.klient.gct.pl. GCT shall not be liable for any additional costs incurred by the cargo owner or other entities acting on his behalf due to the non-acceptance of a refrigerated container on GCT premises.
6. GCT is not responsible for the lack of possibility to cool refrigerated containers as a result of a power outage. In such a case GCT reserves the right to request immediate removal of the reefers to secure the cargo.

D. Storage of containers with dangerous cargo

§ 9.

1. Containers holding dangerous cargo are subject to external inspection at their acceptance on the GCT estate, pursuant to the stipulations of § 6 pt. 4 hereof.
2. Should a container be marked incorrectly, or should it miss the warning stickers, the cargo custodian (forwarder, maritime carrier) shall complement the marking or order the marking from GCT before the container is let onto the GCT estate.
3. The container marking must not diverge from its content.
4. Should it be discovered that the content of the container has been concealed (e.g. the container with dangerous cargo declared as a container with neutral cargo) this shall be deemed an attempted fraud. On each such occasion, GCT shall notify the relevant services of having been misled.

5. The ordering party discharging containerised dangerous cargo is obliged to submit the 'Dangerous Cargo Declaration' and 'Container Packing Certificate', or the 'Dangerous Cargo Declaration with the incorporated Container Packing Certificate', issued by the packer, plus technological card.
6. Depositing with GCT materials of the following IMO classes: 1, 4.2, 5.2, 6.2, and 7, and those itemised in the list of particularly dangerous materials, requires prior submission by the ordering party of the written consent issued by the Gdynia Harbour Master's Office and, in the case of classes 4.2, 5.2, and 7, the same consent appended with an expert opinion issued by the appropriately qualified appraiser.
7. The quantity of dangerous cargo which can be reloaded is limited. In order to make sure whether GCT will be able to accept the specific dangerous cargo, the entity wishing to ground it shall be obliged to notify their intention to ground the cargo 24 hours in advance.
8. GCT reserves the right to refuse acceptance at the terminal of any damaged cargo units, or units in a condition raising reasonable doubt as to the possibility of ensuring their safe storage. No such units shall be received by the terminal.
9. A container which has failed to pass the inspection specified in § 6 pt. 4 hereof successfully may be accepted upon complementation of its marking or documentation. Should the assessment of the container condition be negative, GCT may, on order from the forwarder and on consent from the Harbour Master, under expert supervision, make it possible to have the necessary works performed in an emergency mode on its own estate, provided safety prerequisites are met.
10. Any units which have suffered damage and are a source of threat shall be grounded in the area set out by the officer on duty in charge of the dangerous cargo storage yard, and further steps shall be determined by the Rescue Service upon their arrival on site.
11. Should the need to inspect the condition of the dangerous cargo arise, GCT shall, upon prior notification given to the Customs Office and custodian of the cargo, have the right to make the container accessible for inspection by the competent services, including enabling its opening, provided the services believe this will not create any additional threat.
12. Detailed rules for the storage of containers with IMO goods of each class are set forth in the "Technological Manual for Handling and Storage of Hazardous Cargoes of Classes 1 to 9 according to the IMDG Code in Cargo Units, Bulk Packages and Bulk," approved by the Maritime Administration, which is available at: www.terminal.gct.pl/instrukcje and www.gct.pl.

E. Storage and handling of general cargo

§ 10.

1. Should general cargo arrive in mixed condition, the ordering party shall decide about the way it is to be deposited. Segregation shall require a separate order.
2. General cargo intended for securing and fastening should be delivered at least 72 hours (including Saturdays and Sundays) before commencement of the vessel service, together with the container in which the cargo is to be fixed.
3. Any damaged general cargo shall be accepted at the presence of the ordering party and the Customs Office. Should any differences as to the assortment, quantity, weight, or marking be discovered compared to the declared status, the ordering party shall be obliged to correct the declaration submitted upon identification of the goods.

4. GCT reserves the right to refuse to accept cargo the condition of which triggers reasonable doubt as to the possibility of ensuring its safe storage (the same applies to the sealing and locking method). The delivered general cargo should be packed as appropriate so as to ensure its comprehensive protection, it should show no leaks or tips, it should be clean and carry no risk to the environment or human safety.
5. The delivered general cargo should bear markings showing its centre of gravity, the point and method of lifting, its fixing and handling, plus information on its dimensions and gross weight. In case such information is missing, GCT reserves the right to halt or refuse the handling.
6. Should any shortfalls, damage, inconsistent seals or markings be discovered at the time the cargo is stored or picked up, the parties shall agree the actions and repairs to be taken and produce the respective record. If the cargo is picked up without any such agreement in place, GCT shall be free of any liability for the consequences arising therefrom.
7. In any damaged machines or appliances are accepted, or heavy item markings are missing, the ordering party shall, on GCT's request, be obliged to ensure the presence of an expert at the handling operations at its own expense.
8. Vehicles shall be accepted upon their external inspection. The terminal may accept an order to perform their detailed external and internal inspection and the inspection of their equipment in accordance with the specifications enclosed to the order. The inspection shall be performed upon admission into GCT's custody. Any objects found inside the deposited vehicle, which do not constitute its standard equipment (spare parts, personal belongings, etc.) shall require the placement of a separate order.
9. Any instructions on storage operations connected with the handling of general cargo (handling, inspections, grounding, picking up, etc.) should be given by email sent to the following address: cfs@gct.pl one day in advance, by 13:00 hours the latest. The works performed on any specific day shall be carried out in the order of the instructions received. Should compliance with the handling instruction on the following day prove impossible, the ordering party shall be notified of the nearest available term for the performance of the service. GCT reserves that the proposed service offer is not tantamount to confirmation of the order execution.
10. The party depositing general cargo/goods with GCT to be held in customs time-limited storage under the Entry Summary Declaration is obliged to assign the customs-approved treatment or use to that general cargo/goods within 90 days following the ENS submission date.
11. After the lapse of the 90-day period on the time-limited facilities without the customs treatment or use assigned, the Customs Office shall commence explanatory actions based on the data in the GCT computer system. The party grounding such general cargo/goods shall be liable for all costs borne by GCT as a result of the failure to fulfil the relevant customs formalities.
12. Acceptance, handling and storage by GCT of cargoes such as domestic and foreign currency cash, securities, and other valuables, including in particular: precious metals, jewellery, other valuables and items of scientific, artistic, or historical value, requires a separate agreement signed in writing between the ordering party and GCT.
13. Should the ordering party direct any cargo referred to in point 12 above to GCT for grounding without prior conclusion of a separate agreement with GCT, laying down the terms of handling and storage of cargo of the type, GCT shall be entitled to refuse to handle the cargo.
14. The Parties agree that GCT shall be free from any liability for any damages to the goods referred to in point 12, or any damage related thereto, if the ordering party has consciously concealed the type and

value of the goods, and therefore no written agreement between the ordering party and GCT has been signed to confirm the acceptance and handling of the cargo.

15. Costs incurred in connection with the presentation of goods for customs inspection at the request of the customs authority will be invoiced to the ordering party.

F. Other provisions

§ 12.

It is forbidden to place any elements, announcements, packages, crates, etc. on the GCT estate without obtaining written consent from the Port Facility Security Officer (PFSO).

IV. Rules for vessel handling services

A. General rules

§ 13.

1. GCT shall ensure the use of all necessary cargo handling equipment at the Terminal's disposal to accept and provide handling services to vessels.
2. The scope of GCT's vessel-related services includes:
 - a) loading/discharging and loading/discharging stowage operations;
 - b) customary cargo securing and lashing;
 - c) cargo transport on GCT's estate.
3. Additional services:
 - a) Handling;
 - b) container refrigeration;
 - c) stripping and stuffing containers/bolsters/flats and roll-trailers;
 - d) identifying the container VGM.
4. For each ship accepted, GCT shall designate a vessel planner who will be obliged to arrange the handling operations and supervise its course, as well as to keep on-going contacts with the ordering party's representatives.
5. The GCT terminal performs vessel services 24/7, except for solemn public holidays, as defined in the Tariff for the Services of Gdynia Container Terminal Sp. z o.o..
6. The ordering party undertakes it shall keep GCT informed of the vessel's arrival time. The ordering party shall be obliged to confirm the vessel's arrival 24 hours in advance and immediately upon the vessel's leaving the last port prior to Gdynia.
7. The ordering party is fully responsible for the vessels moored at GCT's quay, those mooring, and those leaving the quay after unmooring.
8. GCT performs vessel mooring services under the direction of the vessel's master. The entire liability and risk related to vessel mooring is borne by the ordering party.

9. The ordering party shall be responsible for safe mounting of the gangway in a way not hindering the operation of the cargo handling equipment. The space below the gangway and the gap between the gangway and the vessel side should be secured with a safety net.
10. Any port dues and charges related to the vessel's arrival at the GCT quay shall be borne by the ordering party.
11. The vessel is obliged to leave the GCT quay immediately after the vessel service has been completed, though no later than 1 hour after its completion. The vessel's stay for a time longer than specified above is possible on GCT's consent and on separately agreed terms.

B. Preliminary proceedings

§ 14.

1. Vessel berthing locations are allocated in consideration of the following:
 - a) right of priority for regular lines;
 - b) type of cargo and special requirements;
 - c) order determined by the ship operator for its vessels;
 - d) detailed terms of the contracts and commercial agreements.
2. The decision as to the priority rests with GCT with the above taken into consideration.

§ 15.

1. The vessel's own cargo handling equipment used in the handling operations should have valid technical certifications.
2. The opening and closing of the ship's hatch covers is the ship's duty.
3. GCT participates in the opening and closing of those hatch covers only which, for construction-related reasons and only under the supervision of the ship's crew, require the use of a quay crane.
4. The ordering party is obliged to leave the lashing accessories in the necessary quantity and assortment at the places of loading in the holds and on deck at GCT's disposal.
5. Any shortages in the accessories and/or no possibility to use the ship's cargo handling equipment should be notified by the ordering party in advance of the planned ship handling operations by the time specified in §17 point 1b) below the latest.
6. The passages between the holds and the hold access ladders should be adequately lit and free of ice, snow, oil, grease, etc.
7. The need to use any equipment other than the standard container gripper shall carry an additional charge in accordance with the service tariff.

§ 16.

1. Any claims for damage to the vessel inflicted by GCT equipment should be reported in writing within the time span of the current working shift. Having received a report on damage to the vessel

inflicted by GCT equipment, a GCT representative with the vessel's representative attending, drafts the damage report containing damage description and its cause.

2. Any damage to the port equipment and the quay caused by the vessel shall be immediately reported in writing to the ship management. Upon submission of the report, a GCT representative with the ship's representative participating will draft the damage report containing damage description and its cause.

C. Notification and service planning

§ 17.

1. The ordering party shall be obliged to specify the vessel's arrival time in advance:
 - a) with a notice given a week in advance (anticipated arrival, preliminary information on the cargo and other particulars related to service)
 - b) with a notice given 24 hour in advance (time of the vessel's arrival, information on the cargo, special requirements, ship parameters: dimensions, draught, location of the ramps, etc.).
2. Ship service is planned no later than until 12:00 on the preceding working day.
3. Should the vessel be late or unprepared for service, the ordering party shall bear the cost of standby of the ordered gangs.
4. GCT reserves the right to service container vessels before general cargo vessels. GCT is not responsible for any idle time caused by the delay of container vessels.

D. Discharge operations

§ 18.

No later than 8 hours before the planned arrival of the ship, the ordering party is obliged to deliver:

- a) the cargo list in the electronic format (COPRAR EDI message, or CUSCAR message, or MS Excel file),
- b) the discharge manifest in any form (preferably in the PDF electronic format)
- c) the list of refrigerated containers with the required temperature expressed in Celsius scale stated, or information that no connection to the power supply is required for the specific container,
- d) the list of any oversized containers and heavy non-containerised items (these shall also be marked as such in the system),
- e) the list of flatrack container sets (these shall also be marked as such in the GCT electronic system),
- f) the list of containers with dangerous cargo designated for unloading (cargo manifest) stating:
 - i. the name of the vessel;
 - ii. the proper technical name of the goods, their classes according to the IMDG, their UN numbers, flash point, and other information required under the said Code;
 - iii. the cargo quantity and weight

- iv. any defect found, which may affect safety of the discharge operations or storage.
- g) the discharge stowage plan in the PDF and EDI formats (Baplie), with other requirements applicable to the discharge of containers in need of special treatment satisfied;
- h) whenever the manifest /cargo list changes, the current version of the document should be delivered and the data in the GCT electronic system updated. Should data amendment in the GCT electronic system prove impossible, the respective note should be emailed to the GCT Operations Department.

E. Loading operations

§ 19.

No later than 8 hours before the planned vessel arrival, the ordering party shall be obliged to deliver:

- a) the cargo list in the electronic format (COPRAR EDI message or, if previously agreed, in the form of a specially prepared Excel spreadsheet available on request from the GCT Operations Department),
- b) the loading manifest in any form (preferably the electronic PDF format),
- c) the list of refrigerated containers with the required temperature expressed in Celsius scale stated,
- d) the list of oversized containers and heavy-lift non-containerised items,
- e) the list of flatrack container sets,
- f) the list of dangerous cargo (§ 9 points 5 & 6 applicable as appropriate),
- g) the loading stowage plan in the PDF format (binding) and in the EDI format (Baplie), and
- h) all other requirements applicable to the loading of the containers with cargo in need of special treatment satisfied,
- i) information on the Verified Gross Mass of the container (VGM).

F. Handling operations

§ 20.

1. The preliminary loading plan (prestow plan) prepared by the planners of the ship operator is forwarded to GCT on the pre-agreed communication channel. Based on the preliminary plan received, GCT produces the loading plan which, before its implementation, is sent back for approval by the planners of the vessel operator (or should contact with the planners be impossible – to the ship management). No reply from the ship operator by the time the loading operations commence shall be deemed to denote plan approval.
2. Any containers not included in the discharge list (but unloaded in accordance with the received discharge plan), which are not in the manifest or the Baplie will be grounded on the quay for

clarification of their status by the ship agent. As the agent will indicate, the containers will be grounded on the terminal or re-loaded onto the vessel. The agent must make the decision before the handling operations are completed – if no reply from the agent is received, the container in question will be loaded into the same bay from which it was discharged, in a position chosen at random or indicated by the crew. In such case, the ship operator shall be charged according to the Tariff.

3. During the discharge, each container is subject to visual inspection for its technical condition (except for the roof and floor) before it is transferred to the stacking yard. If a container marked full in the system is found: to be devoid of the seal, or having the seal tampered with or illegible, it will be sealed with a GCT bolt seal, its number introduced into the GCT computer system, and the ordering party shall be obliged to respect it. The number of the bolt seal entered into the GCT computer system shall replace the earlier declared numbers or be added to the earlier numbers, depending on the situation. Seal inspection does not apply to tank or specialist containers, if the seals are on the roof or in a hardly accessible place.
4. During the container loading onto the ship, the duty of inspecting the condition of the container, the seals, and protective measures rests with the vessel crew.
5. During the discharge operation, all side walls of containers are visually checked before they are transferred to the stacking yard. In case the dispatcher discovers a serious damage, the damage report is produced. The dispatcher notifies the vessel representative of each damage discovered. If no vessel representative inspects the container within 5 minutes, the container shall be transferred to the stacking yard. Upon completion of the handling operations, the damage reports are delivered to the vessel's management for signature. If the authorised representative of the vessel refuses to sign the report, a note to that effect is made in the report and the ship agent notified of the fact.
6. Should the authorised representative of the vessel notifies (verbally or in writing) of the need to perform additional cargo handling operations or changes introduced to the loading plan, such operations shall be carried out and settled at the tariff rates. The document confirming the execution of additional moves will be presented to the authorised vessel representative for signing on completion of the service.
7. Each container with dangerous cargo admitted to the terminal must bear the correct IMDG stickers (consistent with the booking and the manifest).
8. IMDG stickers are permissible on empty containers of the tank type.
9. The stowing plan/loading instruction must specify the exact locations reserved for the containers with dangerous cargo.
10. Should a container notified as carrying neutral cargo be found bearing IMDG stickers, the container shall be put aside on the quay to enable its verification by the vessel crew. Should no verification be performed within 5 minutes following the call therefor, GCT shall be entitled to remove the incorrect stickers and record the fact in the system. GCT shall confirm the remedying of the irregularity in the relevant report presented to the vessel management for signing.
11. As concerns full and empty containers loaded onto a ship, IMDG stickers are attached or removed by the GCT personnel in accordance with a written order from the ship management, upon prior verification of availability of the stickers required.
12. The stipulations of § 9 (Storage of containers with dangerous cargo) apply as appropriate.

13. Containers with the TF or TM status (transshipment full and transshipment empty) must have the port of transshipment and port of destination identified correctly in the terminal system. The containers which, by the decision of the ship operator/forwarder, are not to be loaded onto the vessel but remain on the terminal must be specially marked in the terminal system - stop, hold, etc.
14. The containers which, by the decision of the ship operator/forwarder, are not to be loaded onto the vessel but remain on the terminal must be specially marked in the terminal system - stop, hold, etc.
15. Once the cargo handling operations have been completed the vessel management confirms compliant container loading and stowage by signing the declaration of proper loading and discharge supplied by GCT's dispatcher. Should signing of the document be refused, a note to that effect shall be made on the document and the ship agent notified of the fact.

G. Verified Gross Mass of the container (hereinafter referred to as 'VGM')

§ 21.

1. Each container to be loaded onto a ship must have information on its VGM available. The responsibility for providing the VGM information rests with the shipper, i.e. according to the guidelines of the Ministry of Maritime Economy and Inland Navigation (MGMiZŚ) the entity named in the bill of lading or sea waybill, or another document of multimodal transport.
2. The obligation of forwarding the VGM to the GCT operating system rests with the following: the forwarder with respect to the containers arriving at the terminal by road and railway and when the containers are picked up/delivered by the forwarder; the ship operator/shipping line with respect to transit containers arriving by sea (transshipment) and whenever the ship operator delivers/picks up the containers.
3. GCT offers the following options for the ordering party to provide the VGM information:
 - a) before the container is deposited in the terminal – together with the notification of the grounding (an additional rubric to be completed),
 - b) after the container has been deposited in the terminal, via an EDI transmission (VERMAS message),
 - c) Once the container has been stacked away in the terminal, GCT offers the ordering party the following options of updating the VGM information, via an EDI transmission (VERMAS message),
4. Once the container is deposited in the terminal, GCT offers the following options for the ordering party to update the VGM information:
 - a) via an EDI transmission (VERMAS message),
 - b) via VGM Declaration form.
5. Export containers grounded at GCT without their VGM specified are put on hold and marked 'VM'. With the VGM supplemented, the special operating halt status (VM) is lifted.

6. In the event a container is deposited from a truck or railway car, the notifying party can, when resolving to have the container grounded without the VGM specified, order the service of identifying its VGM from the terminal at the time of placing the notification. When making the decision to deposit the container without its VGM specified and without placing the order to have it identified, the ordering party accepts the risk of having the container not loaded onto the ship.
7. The orders for weighing the containers deposited with the terminal are accepted no later than 24 hours before the mooring of the vessel onto which the said containers are to be loaded.
8. Should an order to weigh containers be placed later than the time specified in point 7, GCT shall do its best to perform the service of VGM identification, though it cannot guarantee its actual performance, which, if not performed, may result in barring the container from loading onto the vessel.
9. If the VGM is identified by GCT, the weight measured shall be entered into the container data card as its VGM, and the person identifying the weight shall be the responsible person designated by GCT. The container card with the VGM identified by GCT, plus the given name and surname of the person who identified the VGM, will be stored in the electronic format for 8 years.
10. The GCT-obtained VGM measurement result shall not be subject to updating from external sources, EDI included.
11. Export containers sequenced by GCT will have their VGM identified under method No. 1.
12. GCT does not verify the VGM stated by the ordering parties. The duty of complying with the container's permissible loading capacity rests with the loader. The VGM given in the notification shall be entered in the container data, appended with the name of the company and the given name and surname of the notifying person.
13. GCT considers the VGM data declared, if the electronic document stating the VGM is delivered, verified with the electronic signature of the person in charge designated by the loader to confirm/identify the VGM.
14. Should the terminal find that the actual gross weight of a container is higher than the permissible gross weight indicated on the container, GCT shall not load the container onto the vessel; moreover, it will be obliged to notify of the situation arisen.
15. Introducing changes to the VGM information is possible until the 'VGM CUT-OFF' time, i.e. the moment GCT receives the final and complete loading list. Thereupon, any containers devoid the VGM shall automatically be struck off the loading list and shall not be loaded onto the ship.

V. Rules relating to the service of trucks

§ 22.

1. The truck driver is obliged to prove his identity and personal authorisation to pick up the cargo. Moreover, the driver is obliged to present vehicle registration documents so as to verify the permissible total weight of the vehicle.
2. The 'Regulations of Passenger, Vehicle and Technological Equipment Traffic at Gdynia Container Terminal Sp. z o.o.' are binding on the premises of the terminal. The Regulations are available at the GCT entry gate and on the website: <https://terminal.gct.pl>.

3. When moving on the GCT estate, the truck driver is obliged to comply strictly with the stipulations of the above indicated Regulations.

VI. Rules relating to rail service

§ 23.

1. GCT has a rail siding with the status of a service infrastructure facility, based on the "Statute of the Railway Service Infrastructure Facility of Gdynia Container Terminal Sp. z o.o.". The statute is available at: <https://terminal.gct.pl> under the tab Tariff/Regulations.
2. Detailed rules of rail service are specified in "Regulations of access to the object of rail service infrastructure of Gdynia Container Terminal Sp. z o.o.", which is available at: <https://terminal.gct.pl> under the tab Tariff/Regulations.
3. Charges for access to GCT rail infrastructure are regulated by current GCT Tariff.
4. Handling of trains on the GCT rail siding is based on the allocated handling windows.
5. Handling window is the capacity to handle trains on the GCT rail siding within a particular timeframe.
6. Handling windows are allocated to the party ordering train handling (intermodal operator or rail forwarder) depending on the declared volume.
7. Handling windows are allocated on a weekly basis, with each window defined by the following information:
 - day of the week
 - start time of the service
 - time of end of service
 - dedicated siding
8. The handling window includes the time necessary for the rolling-in and rolling-out of the train.
9. Both the Ordering Party and the terminal are obliged to inform each other about all changes that may affect the date or time of the service; this also applies to situations when one or the other party is ready for an earlier service.
10. The Ordering Party is fully responsible for the timely use of the allocated window. The Ordering Party is obliged to inform GCT Duty Officer - kolej@gct.pl (+48) 58 78 55 405 - about any delays in arrival of train sets.
11. Loading list must be provided to GCT latest 24 hours before the agreed service window (containers with customs detention are allowed on it). It is not possible to change containers to be loaded on a particular train during the commencement of operations. Any changes should be made no later than 6 hours before the agreed handling window begins.
12. GCT reserves the right to refuse to accept a train if its handling may take longer than the agreed handling window, such as when the Ordering Party is not able to roll the train in

according to the agreed plan or when the volume to be handled has significantly increased in relation to the declared and mutually confirmed quantities and exceeds the time for handling the train. In such a case, GCT will offer the Ordering Party to handle the train in the earliest available window.

13. If the train, after completion of handling, is not withdrawn by the Ordering Party before the end of agreed timeframe, GCT may charge a fee for railcar parking according to applicable GCT Tariff.
14. GCT reserves the right to change the organization of handling windows depending on the level of utilization of the rail siding by particular Ordering Parties.
15. The timely placement of a train at the agreed time is required for handling it within the service window.
16. A charge for an idle stay of a rail handling gang shall be applicable in case the information about cancelling a booked capacity is not provided at least 24 hours before the planned arrival of a train. It shall be charged per hour of rail handling gang's work, according to the current GCT tariff.
17. A reservation fee for unused booked capacity of the GCT rail siding shall be charged in case the information about cancelling the booked capacity is not provided at least 48 hours prior to the agreed arrival time. The fee will be charged per hour of unused capacity of rail siding according to current GCT tariff. In case of charging the Ordering Party with a fee for idle time of rail handling game, the reservation fee shall not be charged.
18. The condition of handling dirty, snowy or icy wagons by the terminal is to place an order for their cleaning in advance.

VII. Rules of performing handling, additional, and transport orders

§ 24.

1. Any service requiring employment of a working gang must be reported no later than at 11:00 on the preceding working day.
2. Any opening of a full container is allowed upon the ordering party's obtaining the Customs Office consent.
3. The company taking cargo samples issues the receipt. The receipt countersigned by the GCT authorised employee serves as the pass to be presented at the exit gate.
4. Whenever the cargo is left in the container, the ordering party must seal it. GCT may fix the seal on order from and in the presence of the ordering party.
5. Any operations of stripping, packing, or inspecting containers, or any other cargo-related operations (e.g. repacking, segregation, weighing, etc.) are performed against the electronic order entered in the LCL computer system.
6. Containers placed on the marshalling yard are stacked in the yard before they are picked up to be loaded onto a vessel or means of land transportation.

§ 25.

1. An order for pick-up and transport to outside depots or warehouses should be submitted no later than 4 hours before the onset of the working shift during which it is to be performed. The ordering party is obliged to state the date and time of cargo delivery to the indicated address.
2. The ordering party bears the costs of:
 - a) redundant travels unnecessary terminal tractor trip,
 - b) the tractor waiting time for reasons beyond GCT's control,
 - c) waiting for the required forwarding and Customs documents.
3. The ordering party is obliged to see to all documentation and Customs formalities.
4. GCT undertakes that in case of in-port transport, it shall collect the Customs documents in the presence of the ordering party and submit them to the competent Customs Office Branch.

§ 26.

1. The operation of weighing a container on a truck requires driving twice on the GCT scales: with the weighed container and without it.
2. The ordering party must inform the truck driver of the weighing type ordered and the operations related thereto. The weighing procedures are detailed in: the 'The GCT Container Terminal eXpress Computer System Manual'.
3. GCT shall not be liable for failure to perform the service of weighing the cargo on the truck, if the truck has not made the necessary drives onto the scales.

VIII. Scope of liability

§ 27.

1. GCT shall be liable for the vessel demurrage (above the agreed time):
 - a) only if the liability has been assumed by GCT under a separate agreement;
 - b) to the extent defined in such separate agreement.
2. GCT shall be liable for any loss of and damage to the containers and non-containerised cargo handled, arisen during the handling service, unless it proves that the damage arose due to any cause other than GCT's failure to exercise the due care in its performance of the service. GCT's liability shall be limited to claims arising from direct and normal cause-and-effect relation between GCT's action (omission) and the arisen damage. GCT shall not be liable for any loss of profit or benefits, or any indirect losses suffered by the ordering party.
3. GCT shall not be liable for:
 - a) any damage and/or loss caused by natural disasters or any Force Majeure events;

- b) any damage and/or arisen as a result of strikes involving GCT and/or contracting parties' and port companies' employees, or lockouts;
 - c) any damage and/or loss arisen as a result of war, riot, civil commotion, etc.;
 - d) any damage and/or loss caused by orders or actions of administrative authorities;
 - e) any damage and/or loss caused by unavailability labour and/or other services necessary for the operation of the GCT business, including electricity supply;
 - f) any damage and/or loss arisen as a result of fire, explosion, or theft, unless the damage resulted from GCT's negligence;
 - g) any damage and/or loss caused by actions of the ordering party and its servants;
 - h) any damage and/or loss resulting from the properties and faults of the cargo in transport and/or its packaging;
 - i) any damage and/or loss resulting from failure or malfunction of the gantries and/or other machines, unless they were caused by fault or error of GCT or its servants;
 - j) any damage to the roof and floor of containers, revealed in storage;
 - k) any loss caused by untimely cargo arrival and the waiting time of the means of transport;
 - l) the condition of weather-sensitive cargo stored in the open, unless the ordering party has decided otherwise;
 - m) any shortage of and damage to the cargo inside a properly sealed container and an intact shipment (if the container had several seals, it is enough for one of them to remain intact – the same refers to GCT's seal applied to the containers accepted at the vessel side);
 - n) any damage caused by improper stowage or lashing of the cargo inside the container stuffed outside GCT;
 - o) any damage the discovery of which requires specialist technical inspection, while no such inspection was ordered by the ordering party;
 - p) any latent defects of shipments, even if discovered while storing, handling or picking up;
 - q) any damage and shortage found after the picking up of the cargo from GCT without reservations;
 - r) any effects caused by insufficient or incorrect compilation of the order;
 - s) any damage caused by physical, chemical, and biological properties of the goods.
4. GCT's liability extends to claims relating to direct and normal causality relationship.
5. The amount of the liquidated damages GCT is liable for in accordance with these Rules in respect of any single event cannot exceed USD 500,000.00. and in any event it will be the lowest of the following:
- a) In case of a loss suffered by the vessel:
 - i. the usual value of the part or parts of the vessel damaged, where GCT is liable for the damage,
 - ii. the reasonable cost of repairs GCT is liable for, as agreed between surveyors appointed by GCT and the ship representative.
 - b) In case of damage to equipment:

- i. the reasonable cost of repair of the damage to the equipment GCT is liable for;
- ii. the usual value of the equipment at the time the damage GCT is liable for occurred;
- iii. in any other case, the liquidated damages GCT is liable for cannot exceed:
 - USD 4,000.00 per dry van/general purpose container;
 - USD 10,000.00 per refrigerated container; or
 - USD 6,000.00 per any other piece of equipment.

c) In case of damage to the goods:

- i. the usual value of the goods damaged GCT is liable for; if the claim concerns a part the consignment, the liquidated damages must not exceed the usual value of that part of consignment in proportion to the usual value of the whole consignment;
- ii. the liquidated damages GCT is liable for cannot exceed the reasonable cost of repairs;
- iii. In any other case, the liquidated damages GCT is liable for cannot exceed USD 2,500.00 per tonne (or pro rata for any part of a tonne), unless the nature, type, and value of the goods were declared to GCT, and GCT agreed (in writing) to assume a higher limit of liability before such goods were accepted at the terminal.

6. In the case of loss of or damage to goods, arising out of the performance of a contract of carriage, the liability limits and defences available to the carrier under the said contract of carriage shall also apply to GCT.
7. The decision about insuring the goods and/or equipment against any loss or damage they may suffer whilst at the GCT terminal rests with the ordering party or its principals.
8. GCT shall not be liable for any delay of the vessel, delay in the delivery of the goods, or delay in availability of the equipment. GCT shall not be liable either for any consequences of the above delays such as loss of income, loss of profit, or loss of contracts, the labour hire costs, survey costs, or for any indirect or consequential loss or damage of any kind.
9. If any applicable regulations of the law provide for different limitations of GCT's liability, the selection of the applied limitation shall rest with GCT.
10. Any damage should be notified in writing immediately, though no later than by the end of the shift during which the service was performed. The notification should be signed by the representatives of the ordering party. Damage notification forms the basis for producing damage report by GCT with the participating representatives of the ordering party. The report should be signed by representatives of GCT and representatives of the ordering party.

§ 28.

1. The ordering party shall bear the costs of the working gangs' waiting time, if the ordering party is at fault, and in particular in the case of:
 - a) resignation from the service without prior notification to GCT or delaying the start of the service without notifying GCT at least 4 hours in advance of the agreed time of commencement of the service performance;
 - b) failure to fulfil all forwarding and Customs formalities.

§ 29.

No arrest or seizure of the deposited cargo by state authorities shall affect GCT's claim against the ordering party under the contract of storage.

IX. Final Provisions

§ 30.

Any matters not regulated in these Regulations shall be governed by the provisions of the Civil Code and other commonly binding acts of law.