



EUROGATE Container Terminal Limassol Limited

General Terms & Conditions of Business

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I. General terms

Article 1 Scope

- (1) These Terms & Conditions shall apply to goods handling, storage and all other performances which the Company undertakes for its Customers, unless otherwise required by statutory regulations.
- (2) Remuneration for the Company's performances shall be determined by the Company's List of Tariffs and Terms of Payment in its latest version.
- (3) Any agreements deviating from these Terms & Conditions must be in writing. Such of the Customer's terms and conditions as conflict therewith shall not be accepted.
- (4) Along with these Terms & Conditions, the Customer must observe those regulations under public law governing use of the ports and governing customs handling.

Article 2 Data transfer, time of performance, broker clause

- (1) The Customer must use for exchange of information those methods of data transfer established by the Company, especially pre-printed forms and electronic data interchange (EDI).
- (2) The Customer and the Company are committed to the maximum use of EDI to improve the efficiency of their operations via faster and more accurate information and the removal of paper documents. In case of Customer-specific EDI-solution, all necessary Company's efforts will be charged as per cost basis.
- (3) The Company shall be entitled, but shall have no duty, to check that signatures on orders and notices are genuine and that the signatories are authorised persons.
- (4) The Company may at any time require acceptance of its performances at a time determined by operational considerations.
- (5) Should the Customer avail itself of a third party in establishing or managing its contractual relations with the Company, the said Third Party shall not be entitled, without a particular written authorisation by the Customer, to give declarations binding on the Customer or to receive payments.

II. Goods handling

1. General

Article 3 Mode of handling

- (1) Goods shall be handled by the Company's employees and with their equipment.

- (2) The Customer and its assistants shall have a duty to collaborate in the handling as far as required.
- (3) Ancillary work connected with the goods handling will also usually be carried out by the Company's staff and with its equipment. The Company may, however, permit the Customer to carry out such work under its supervision.
- (4) Any work using the ship's on-board gear in the area of the Company's operating facilities shall require the Company's permission.
- (5) The Company shall be entitled to carry out orders by means of Third Parties working to its instruction or by using outside equipment.
- (6) The Company will carefully process the orders in sequence at its discretion. Execution within a certain period of time can only be demanded when explicitly confirmed in writing.
- (7) Orders must be issued by EDI in accordance with the contents stipulated on the forms or templates. They may only contain such declarations or notices by the Customer as are generally allowed or which have been expressly approved by the Company.
- (8) An order for direct handling requires the Company's prior, express, written permission.

Article 4 Berthing, shifting

Ships must occupy the berth allocated to them by the Company. They must shift immediately should the Company so require, particularly if this is necessary to ensure smooth operational working; should they fail to obey this requirement, the Company may cause such action to be undertaken as is necessary, at the Customer's cost and risk.

Article 5 Monitoring of container weight

(1) The Company shall be entitled to weigh the goods at the Customer's expense if a statement of weight is lacking or if justified suspicion exists that it is incorrect. In this case the Customer shall pay the costs of the weighing.

Article 6 Special goods, return of goods

(1) Should goods require special treatment in handling and storage due to their particular features or characteristics (e.g. valuables, easily broken, unwieldy or loose goods, container's centre of gravity, excess width, excess height), the Customer must inform the Company thereof by EDI or in text form in good time, stating the particular features or characteristics precisely. In the case of reefer containers and in the case of perishable goods, the Customer must take or arrange the measures necessary for safe handling.

(2) Should statutory regulations or official directives prohibit goods, once delivered or discharged, from being further provided, loaded or dispatched, the Customer shall have a duty to take them back immediately. Should it fail to meet this call for return at once, the Company shall be entitled to destroy the said goods at the Customer's expense.

(3) The Company may refuse to accept goods or require that goods be taken back if no proof is supplied that they are definitely designated for further carriage.

(4) Should it transpire following acceptance of any item of goods that due to its condition it is a hazard to persons, other property or the environment, the said item of goods must be immediately repaired, refilled in other receptacles, or removed from the operating premises by the Customer, should the Company so require. Should the Customer fail to meet this requirement immediately, the Company shall be entitled to have the requisite measures undertaken at the Customer's expense.

Article 7 Hazardous goods

(1) Prior to the delivery of goods which, due to their specific properties or characteristics, may cause hazards when being handled, provided for further carriage, or stored, the Company must be notified per EDI, in writing or other legible form of the precise nature of the hazard and, as far as requisite, the preventive measures which must be taken; damaged hazardous-goods containers, in particular, must be reported in detail and in advance.

(2) Should treatment of hazardous goods be subject to particular statutory and official provisions, the Customer shall have a duty to ensure that these provisions are met. Containers or trailers containing hazardous goods must fulfil the regulations governing the transport of hazardous goods.

(3) For the handling and provision of hazardous goods, the Company must in particular be supplied with the IMO Dangerous Goods Declaration as per IMDG-Code. The container number must be stated in addition.

(4) The Company may destroy or otherwise render harmless any item of hazardous goods which has been supplied to it without the information set out in Paragraphs 2 and 3, nor shall it be liable to the Customer for compensation thereby insofar as a hazard is created by the said goods. The Customer must pay the costs of these measures.

Article 8 Provision, temporary storage, public warehouse

(1) Goods received by the Company shall be kept ready on the Company's premises until, having been received from the ship by way of incoming transport, they are dispatched to a party entitled to receive them or, having been received by the company for outgoing transport, they are transferred to the ship. Reception from and transfer to another mode of transport in the case of other than seaward handling services shall be equivalent to reception from ship and transfer to ship

(2) Should goods be in store for longer than 2 days, they shall be treated as stored goods (Articles 17ff.).

(3) Following expiry of the term set out in Paragraph 2, however, the Company shall be free to require the party so entitled to collect the said goods. Should this requirement not be met within a period set by the Company, which must be at least 3 days, or should the party so entitled be unknown or undiscoverable, the Company may relocate the goods, or store them with a Third Party, for the entitled party's account.

(4) Should the Company undertake temporary storage of an item of goods in a customs seaport, the Company shall transfer the said goods to a public warehouse 5 days prior to expiry of the storage period, pursuant to statutory customs regulations.

(5) The Customer must reimburse the Company for all costs of performances which the Company has undertaken pursuant to this Article.

Article 8a

Customs handling for incoming goods

(1) Incoming goods entering a customs port shall be presented by the Company in the customs port in the Customer's name, following reception from the ship, and taken into temporary storage. In a customs port the goods will only be dispatched to the party entitled to dispose of them when the said goods have received customs-approved treatment in accordance with the Customs Code.

(2) The Customer shall have a duty to

1. supply a ship report no later than 24 hours prior to arrival of the ship, using the information and communication channels established;
2. transmit to the Company in electronic form the information required for presentation in the customs port.

(3) Should the Customer fail to provide the ship report required under Paragraph 2, No. 1, or should the information required under Paragraph 2, No. 2 be incorrect or incomplete, it shall be liable to the Company for all loss and expenditure arising consequentially therefrom, even if it is not culpable. The Customer shall be liable in every case for ensuring that one of the procedures stipulated under customs law is arranged and carried out in good time pursuant to the Customs Code and Customs Code Implementation Order. Article 28, Paragraph 1 shall apply.

Article 8b

Customs handling for outgoing goods

Outgoing goods exiting the customs seaport with the status of non-Community goods under customs law, having been received by the Company, shall be received into temporary storage. All goods, Community goods and non-Community goods, shall only be transferred to the ship, when permission for export has been received from the customs authority. Outgoing goods exiting the customs seaport by land shall only be released following the end of ancillary customs proceedings. Article 8a, Paragraph 2, No. 2 and Paragraph 3 shall apply correspondingly.

Article 9

Sale

(1) Should goods be stored for more than two months on the Company's operating premises, or should they be stored on the premises of a third party under Article 8, Paragraph 3 for longer than 2 months, the Company may cause the said goods to be publicly auctioned or sold by private treaty at their market value if

despite warning and threat of sale, the due charges have not been paid, or

the party entitled to the goods is unknown or not discoverable.

(2) The party entitled to the goods shall be notified of the intended sale. Should a party so entitled be unknown and undiscoverable, the intended sale shall be advertised in the Politis and Phileleftheros newspapers. The sale must not take place prior to expiry of one week following the advertisement.

(3) The Company shall not be bound to the foregoing deadlines, nor shall it have a duty to threaten sale if the goods in question are easily-perishable or low-value goods and the charges due cannot in its opinion be covered by the proceeds.

(4) Should no purchaser be found for the goods put on sale, the Company may remove or destroy them at the entitled party's expense.

(5) The Company may use the proceeds of the sale to satisfy its claims for storage charges and other expenditure on the item of goods. It shall further have a right of lien upon the goods and the proceeds for all other receivables due from the Customer. Should the party entitled to the goods be unknown, its claims to payment of such proceeds as exceed the Company's claims under Clauses 1 and 2 shall expire after one year.

2. Cargoes

Article 10 Required information

(1) Prior to the receiving of containers the Customer and the deliverer shall have a duty to state the following in particular, in electronic form, or in the exceptional case in text form:

- a) Name and address of Customer
- b) Name of ship
- c) Voyage number
- d) Container number
- e) Size and type of container under the ISO Code
- f) Verified Gross Mass as prescribed by the SOLAS Convention
- g) Empty or full (for containers)
- h) Port of discharge
- i) IMO Dangerous Goods Declaration as per IMDG-Code
- j) Set temperature of temperature-controlled container
- k) Information on excess height, excess width, excess length
- l) Booking number

(2) Prior to delivery of non-containerised cargoes the following additional information must be available:

- a) Quantity, markings and numbers
- b) Type of packaging
- c) Dimensions
- d) List of contents, cargo designation as per IMDG Code (valuables, flammable or otherwise hazardous goods, narcotics, weapons, and goods subject to export and transit prohibitions and restrictions must be designated as such).

(3) Prior to loading the following data must be available both for containers and non-containerised cargoes:

- a) Stowage position, special loading instructions
- b) Export-release information by the customs.

(4) Prior to delivery of containers by truck, the Customer and the deliverer shall have a duty to transmit all requisite data and documents to the Company, using the information and communication channels established at the locality in question.

(5) The Customer is obliged, in good time prior to reception of the goods by the ship, to undertake such handling of the goods as is stipulated legally or officially.

(6) Should the Customer fail to supply the information set out in Paragraphs 1, 2 and 3, or fail to supply it in good time, or should it fail to meet its duties under Paragraphs 4 and 5, loading may not take place; the Customer shall be liable for any costs which the Company may incur thereby.

(7) Containers and other goods shall be loaded onto the ship, in accordance with the Customer's order in electronic form, particularly in accordance with the CAL (Container Announcement List). Prior to loading hazardous-goods containers the Company must be notified in text form of the correct stowage position.

(8) The Company may refuse the reception of cargo, if safe handling or operations cannot be ensured with regard to this cargo, its reception, handling or storage.

Article 11 Transfer to ship

Goods shall be transferred to the ship designated in accordance with Article 10, Paragraph 1, Section b, pursuant to the stowage plan agreed between the Parties. They shall be deemed to have been received by the ship if they are deposited on the ship. Any externally identifiable damage must be notified to the Company in writing by the ship's command at reception of goods; should this fail to be done, the goods shall be deemed to have been received in accordance with contract.

Article 12 Stoppage, return

Goods accepted for shipping will be stopped should the Customer, or deliverer working to the Customer's order, so require in writing or in the form stipulated by the Company.

3. Containers to be discharged

Article 13 Discharge instructions

(1) The Customer must submit the discharge instructions to the Company no later than 48 hours prior to start of discharging.

(2) Discharge instructions must contain the following information in particular:

- a) Name and address of Customer
- b) Quantity, markings and numbers of packages

- c) Type of packaging
- d) Dimensions
- e) List of contents, cargo designation as per IMDG Code (valuables, flammable or otherwise hazardous goods, narcotics, weapons, oversize dimensions, container's centre of gravity, and designation of goods subject to export and transit prohibitions and restrictions).
- f) Name of ship
- g) Voyage Number
- h) Container number
- i) Size and type of container under the ISO Code
- j) Gross weight for full containers
- k) Empty or full (for containers)
- l) Mode of transport for onward carriage
- m) Stowage position
- o) Set temperature of temperature-controlled container
- p) Information on excess height, excess width, excess length

Prior to the discharge of non-containerised cargoes the precise measurements must also be available.

Article 14 Discharge

The ship must release the containers to the Company in accordance with the discharge instructions.

Article 15 Reception

A container shall be deemed to have been received by the Company following its reception on the ship. .

Article 16 Dispatch in return for Customer's declaration of release

(1) The Company may refuse dispatch until the ship is fully discharged if in its judgement due and proper handling operations and the requisite oversight of batches for delivery would be impeded thereby.

(2) Following release by the customs, discharged goods shall be dispatched to the party which submits a declaration of release in its favour given by the Customer in electronic form (e.g. PIN) or text form or which has demonstrated an authorisation to that effect. The recipient must provide evidence of its identification should the Company so desire. Article 10, Paragraph 4 of these General Terms & Conditions of Business shall apply to transshipment transport correspondingly.

(3) Receipt of goods must be confirmed to the Company by the recipient or Customer in writing

Article 16 a
Participation in port community system for purposes of
statutory customs requirements

Information on containers due for handling will normally be input by the Company into the port community system (PCS) for purposes of statutory customs legislation. The Company shall not be liable for any statements made in the PCS, and in particular shall not be liable for ensuring that they are full and correct. The Customer shall have a duty to check the information contained in the PCS prior to its further use, to ensure that it is full and correct.

III. Storage

Article 17
Storage

(1) Should storage be agreed, and in the cases set out in Article 8, Paragraph 2, the Company shall have a duty to store and keep the containers. They shall be guarded in the way usual in the industry.

(2) The Company may remove the stored containers to another storage location within its operating premises. The Company shall be entitled to store them in a Third Party facility only with the Customer's permission, whether given expressly or tacitly.

(3) The Customer shall be entitled to inspect the containers, or to have them inspected by parties so authorised, during business hours following consultation and agreement with the Company; such inspection must fulfil operational safety regulations and shall be subject to a charge.

(4) The Company shall have no duty without particular agreement to undertake work for purposes of maintaining or improving the containerised or non-containerised goods. It shall be entitled to undertake such measures at the Customer's expense, however, if they should appear necessary in order to avert damage to other goods or to the storage premises.

Article 18
Confirmation of receipt

Following receipt of containers to store, the Company may issue a confirmation of receipt. It will indicate therein any externally identifiable damage to the container.

Article 19
Period of storage

(1) The storage contract may be terminated by either Party by giving notice of one week. Should good cause be present, termination may be made without giving notice. Good cause shall be present in particular if the Customer is in default of more than six weeks in payment of the storage charge.

(2) Following termination of the contract, the Company may require the Customer – or, if a warehouse warrant was issued, the last certified holder of the warehouse warrant of whom it

has cognizance – to take back the container. Should the Party subject to the said duty fail to meet this requirement within one month, the Company shall enjoy the rights set out in Article 9.

IV. Liability

1. Liability of the Company

Article 20

Liability in container handling for loss or damage

(1) The Company is liable for loss of and damage to

- a) the Containership and its equipment
- b) watercraft and road vehicles in charge of the Customer
- c) cargo, including all items, in particular Containers which are subject to services performed by the Company

if the Customer proves that the loss or damage was caused by acts or omissions of the Company or its servants or agents acting within the scope of their employment, unless the Company proves that the loss or damage was not due to its fault or neglect or to fault or neglect of its servants or agents.

This liability includes consequential damage with the exception of loss of earnings, hire and demurrage.

(2) The liabilities set out above are limited as follows:

- a) as to damage under (1) a):
Costs of replacement or repair, whichever is the less, but not to exceed for the total of damages, including consequential damage, EURO 5.000.000 per incident
- b) as to damage under (1) b):
Costs of replacement or repair, whichever is the less, but not to exceed for the total of damages, including consequential damage, EURO 1.000.000 per incident
- c) as to damage under (1) c):
EURO 100.000 per occurrence regardless the number of Containers and / or the quantity of uncontainerized Cargo involved in the occurrence.

Article 21

Liability towards Third Parties

(1) Should the Customer use vehicles which are the property of a Third Party to receive or collect goods, it shall have a duty to release the Company from any liability towards the said Third Party beyond the liability set out in Article 21.

(2) The Customer shall have a duty to release the Company from any liability beyond the liability set out in Article 21 towards a Third Party with whom the Customer has concluded a contract of carriage, a contract of sea carriage or a freight-forwarding contract.

Article 22

Liability in storage

(1) Liability for loss or damage shall be restricted to the fair market value of the stored goods and to the maximum amounts set out in Article 21, Paragraph 2 c). No compensation shall be payable for further pecuniary loss, especially loss of profit or other consequential loss.

- (2) Should loss be attributable to
- the natural characteristics of the goods,
 - inadequate packaging or lack of packaging,
 - vermin attack, internal spoilage, shrinkage, rust, mould or rot
 - the agreed type of storage in special stores or in the open, or
 - instructions by the Customer or a third party instructed by the Customer

it shall be assumed that it has been caused thereby.

(3) The limitations mentioned above are not valid if the damage was caused with the intention to cause such damage or recklessly and with knowledge that damage would probably result.

Article 23

Notification of damage

(1) Should any loss or damage to Cargo be externally identifiable, and should the recipient or Customer fail to notify the Company of such loss or damage upon delivery of the Cargo at the latest, it shall be presumed that the Cargo was transferred in its proper contractual condition. The notification must specify the damage sufficiently clearly.

(2) The presumption under Paragraph 1 shall also apply if the loss or damage was not externally identifiable and has not been notified within seven days following delivery.

(3) A claim following delivery must be issued in text form. It need not contain a signature if the issuer is identifiable from the notice. Dispatch in good time shall be sufficient to meet the deadline.

(4) Should loss or damage be notified upon handover, a notice in text form to the party handing over the goods shall suffice.

Article 24

Minor Loss

Neither Party shall make a claim against the other party for an amount less than EUR 1.000 for any single incident or series of incidents arising from a common cause.

Article 25

Limitation of claim

All claims against the Company save as otherwise provided by applicable law, are time-barred after one year.

(1) The limitation period shall begin to run upon the expiry of the day on which the Cargo was delivered. Should the Cargo not have been delivered, the limitation period shall begin to run upon expiry of the day on which the goods ought to have been delivered

(2) In the case of claims for damage to a material possession of the Customer or of a Third Party working to the Customer's instruction, particularly to road or sea-borne vehicles which the Customer is using to hand over or collect goods, the expiry period in accordance with Paragraph 1 shall begin to run upon the act of damage.

(3) The limitation period for other claims shall begin to run upon creation of the claim.

Article 26

General Liability Provisions

(1) The Customer acknowledges that the Company has calculated the Tariffs on the basis that the Company will exclude or limit its liability and the Customer agrees and warrants that:

(a) the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability, and

(b) the Company shall have no further liability to the Customer.

(2) The express terms and conditions of the Terminal Services Agreement and the GT&C shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

2. Liability of Customer

Article 27

Liability of Customer

(1) The Customer shall be liable to the Company, even without culpability, for all losses and expenses arising from insufficient packaging or designation of cargo, from provision of incorrect, unclear or incomplete information pursuant to Articles 6, 7, 10, 13 and 18 or in other notifications, or from failure to submit a notification that goods are hazardous.

(2) Should a particular time have been agreed for the performances of the Company, or should a particular time have been agreed for the acceptance of a performance of the Company, and should the Customer fail to accept the said performance at this time on grounds for which it is responsible, it shall be liable for all the costs and expenditure incurred thereby by the Company, particularly costs of providing staff and operating resources.

(3) The Customer shall be liable for damage to the Quay Walls and/or any port installation which the Company is responsible to maintain and/or terminal equipment or other damage through its vehicles or staff or in any manner whatsoever caused by the Customer, unless the latter are not culpable.

V. Common provisions

Article 28

Right of lien and retention, offset

(1) The Company shall have a right of lien on all receivables due to it from performances for the Customer, and a right of lien on the Customer's property transferred to it or on that of a Third Party, which has consented to the transfer to the Company. The right of lien on the Customer's property shall also extend to all undisputed receivables due under other contracts concluded with the Customer.

(2) The right of lien under Paragraph 1, Clauses 1 and 2 shall also extend to accompanying papers.

(3) The Company must warn the Customer of the sale in advance and at the same time specify the sum of money for which the sale is to take place. The warning may be given only after the right of sale has arisen; it may be omitted if it is impracticable. The sale may not be effected until after the expiry of two weeks after the warning. .

(4) An offset or retention against claims by the Company under the handling or storage contract, and extra-contractual claims connected therewith, shall only be allowed with due counterclaims against which no protest has been made.

Article 29

Combating terrorism

(1) The Customer hereby warrants that it is not a terrorist, criminal or anti-constitutional association, organisation or person and maintains no contacts, whether commercial or otherwise, with terrorists.

(2) The Customer further hereby warrants that in its business operations it obeys all relevant regulations for combating terrorism, particularly the relevant EU Directives, by means of suitable organisational measures.

Article 30

Specific local regulations

Unless regulated otherwise in these Terms & Conditions, the provisions of the Health Safety Environment Regulations for Vessels and Tenants issued by the Cyprus Ports Authority shall apply hereto by way of supplement.

Article 31

Partial invalidity

Should one of the provisions of these Terms & Conditions of Business be invalid, either wholly or in part, this shall not affect the validity of the remaining provisions.