



# General Terms and Conditions of Business

EUROGATE CONTAINER TERMINAL LIMASSOL LTD

NOVEMBER 2024 VERSION 1.5

## General Terms and Conditions of Business

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following words have the following meanings:

**“Applicable Laws”** means all applicable international, European, and national laws, SOLAS Conventions, regulations, regulatory requirements, codes of practice, practice directions of the International Maritime Organisation or the Director of the Department of Labour Inspection, sanctions and by laws.

**“Tariffs or Charges”** includes:

- (a) all charges set out in the Company’s published tariff book.
- (b) costs incurred because of a change in Applicable Laws; and
- (c) any other charges imposed by the Company from time to time in respect of any Services and includes ship dues within the meaning of the Cyprus Port Authority Law 38/1973 (as amended);

**“Customer”** includes any person who:

- (a) visits the Container Terminal.
- (b) is the Owner of Goods or Equipment delivered, brought into or come howsoever to be upon the Port Premises.
- (c) is the Owner, master or crew of a Ship which enters the Container Terminal.
- (d) by itself, its employees, contractors, or agents avails itself of any facility or Services provided by the Company.
- (e) is the VGM Declarant.

**CPA Port Manager** means the port manager at the Limassol Port, having powers of a port manager under Cyprus Port Authority Law 38/1973 (as amended).

**Customs & Excise** means the Republic of Cyprus Department of Customs & Excise

**EUROGATE CONTAINER TERMINAL LIMASSOL LTD**, a private limited company formed pursuant to Companies Law Cap 113 (registered under number HE 351804, whose registered office is at Karaiskaki, 13 3032, Limassol, Cyprus) (hereinafter referred to as the “Company” or “Container Terminal Operator)

**“Customers Port Agent”** means the person(s) the Customer appoints and/or nominates by Power of Attorney from time to time to act as the Customers agent.

**“Concession Agreement”** means the Agreement entered between the Company and the Republic of Cyprus on 25<sup>th</sup> April 2016 for the operation of the Container Terminal in the Limassol Port.

**“Containership”** means a cellular Ship for the carriage of Containers, of which the Customer is the owner, charterer, or operator.

**“Services” or “Container Terminal Services”** means the container terminal services, which the Company provides, as defined in Article 2 below.

**“Container Terminal”** means the facilities of the Company at the Limassol port in which it manages, exercises full control and provides the Container Terminal Services, and it includes land, berths and premises (used by the Company to render Container Terminal Services to the Customer), but excluding port waters, which are excluded from the Container Terminal and over which the Company has neither powers nor liabilities.

**“Cargo”** means articles of any kind whatsoever transported or to be transported in a Container or as break bulk on a fully cellular containership.

**“Container”** means any standard ISO Container 20’, 40’ or 45’ in length, 8’ in width and 8’6” /9’6” in height including e.g. flat racks, OD containers, platforms, reefer and tank, with ISO recommended lifting arrangements and consistent with the safety requirements of CSC plates (Convention for Safe Containers) and CSC/ACEP plating, and which can be handled by means of a spreader.

**“Hazardous Cargo”** means Cargo of any kind classified by the International Maritime Organization or by applicable law as hazardous and which needs to be handled & stowed as per IMDG code guidelines.

**“Ship”** means a Containership or a Ro-Con Ship of which the Customer is the Owner, Charterer or Despondent Owner.

**“Uncontainerized Cargo (i.e. Break-Bulk Cargo, Project Cargo, and General Cargo)”**: means any Cargo whose height and/or weight and/or length forces to handle the Cargo separately from the Container.

**“Transshipment”** means Containers moving between any two Containerships, mother Containership or feeder, employed or used by the Customer at the Container Terminal.

**“Non-Standard Container”** means a Container where the Cargo protrudes outside the standard frame.

**ISPS Code** means the International Ship and Port Facility Security Code forming part of the SOLAS Convention.

**SOLAS Convention** means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

**SOLAS Guidelines** means the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organisation.

**VGM or Verified Gross Mass** means the total gross mass of each and every packed container which is either provided by the Customer or the Company (as the case may be) prescribed by the SOLAS Convention and these Terms and Conditions.

**VGM Procedures** shall mean the procedures which the Company has published at and are included in its General Terms and Conditions for Business for the production and provision of the VGM in accordance with applicable laws.

## **A. General Information**

### **Article 1**

#### **General Information**

These General Terms & Conditions of Business shall apply to container handling services, storage, and all other container & cargo handling services which the Company performs for its Customers, unless otherwise required by statutory regulations.

Any orders, instructions and requests received from the Customer, its personnel, its servants, agents, or subcontractors (including ship's master, agents, or multimodal operator), with respect to the provision of Container Terminal Services, shall be considered as orders, instructions and requests of the Customer, unless the Customer clearly specifies who is authorized to send orders, instruction and requests.

The Company shall only acknowledge orders, instructions and requests that are in compliance with the required Electronic Data Interchange Requirements specified in Article 5 EDI Messages. Furthermore, the Company shall recognize updated information provided and is not liable to clarify any information that is in conflict and / or changes from the original provided by the Customer.

The Company shall have the right, but is not obliged, to check the authenticity of signatures on orders, instructions and requests, as well as the authorization of the signatory of the Customer and its' Servants, Agents or Subcontractors.

All orders, instructions and requests shall be submitted in writing and/or via E-mail or EDI messages (see Article 5 EDI Messages). In the event of the same being submitted verbally, by way of exception, the Company shall not be liable for any consequences resulting from the absence of a written order.

The verified gross mass (VGM) of Containers shall be received by the Company only from the Customer by EDI messages.

The Company shall not assume any liability with respect to Containers loaded, unloaded, shifted, transported, and handled at the Container Terminal and to their good order and condition where a wrong declaration of Cargo has been made (e.g. wrong IMO class, weight, insufficiency or inadequacy of marks or insufficiency of packing) or latent defects of the Containers or Cargo.

## **B. Services Provided**

### **Article 2**

#### **Description of Services Provided**

The Company provides the following Container Terminal Services as defined in these Terms & Conditions and in accordance with the rules and procedures described in this document. The Customer shall pay for services rendered in accordance with the published Tariffs of the Company as the same may be amended from time to time. The Company has the right to amend its tariff book based on the terms of its Concession Agreement with the Republic of Cyprus.

#### **2.1. Receipt and Delivery of Containers:**

Receiving or delivering of full or empty Containers to be loaded or unloaded into or from Ship, into or out of the Container Terminal on road chassis:

- a) Receipt and delivery of Containers at the gatehouse and all clerical work associated with receiving/delivering.
- b) Reporting of external visible damage to Containers and preparing reports for such damaged Containers
- c) Inspection of seals, wiring, and presence of CSC/ACEP plates
- d) Reporting of Container movements into or out of the Container Terminal

#### **2.2. Loading and Unloading of Containers from Ships:**

For the loading and unloading of Containers, full or empty, into or out of Containerships:

- a) Loading or Unloading based on Containership plan of each Container accordingly with Customers Instructions
- b) Movement of Containers from Containership's cell/deck to wharf and vice versa.
- c) Movement of Containers from wharf to stacking area and vice versa
- d) Tallying of Containers, completing stowage plan immediately after completion of operation and reporting
- e) Reporting of Container movements into and out of the Containership
- f) Reporting of external visible damage to Containers while loading and unloading

#### **2.3. Transshipment Containers**

- a) Loading and unloading of Containers into/from on carrier/pre-carrier Ship suitable for Container transport
- b) Movement of Containers from stacking area to wharf and vice versa.
- c) Reporting of Transshipment Container movements in and out of Ships

- d) Reporting of external visible damage to Containers while loading and unloading

#### 2.4. Shifting of Containers - Restows

- a) Shifting Bay to Bay: Movement of Containers, full or empty, within the same bay of a Ship
- b) Restow: Movement of Containers, full or empty, from Ship cell/deck to quay and restowing in Ship cell/deck.

#### 2.5. Internal Container Movements:

Containers are subject to extra container moves & transportation once received & stacked in the Container Terminal. Such extra moves may be as a result of:

- a) Inspection by the competent authority (e.g., Cyprus Customs, veterinary services).
- b) Transport to the Container Repair Yard Workshop
- c) Any other purpose agreed between the Customer and the Company
- d) Lack of documentation/information by the Customer
- e) Change of Weight and/or VGM status
- f) Status change, such as change of import delivery status, change from operating reefer to non-operating one or vice versa.
- g) Change of Ship that the Container is scheduled to be loaded/Change of Destination
- h) Other causes, attributable to the Customer's acts or defaults

#### 2.6. Reefer Container Services:

For reefer Containers under refrigeration at the Container Terminal, the following specific services are provided:

- a) Plugging and unplugging of electrical plugs at the reefer stacking area
- b) Costs of furnishing electric outlets and power consumed.
- c) Recording and monitoring of temperature and air ventilation status of the reefer Container every 12 or 24 hours (special or standard reefer respectively) whilst in the Container Terminal
- d) Reporting faults immediately on discovery to the Customer's representative and general co-ordination of any requirements

Operational procedures for Reefer Containers are illustrated in Article 12 Reefer Containers

### 2.7. Hazardous Cargo Handling & Storage:

For Containers containing Hazardous cargo as classified by the IMDG Code the following services are provided:

- a) Yard space and facilities in accordance with regulations for handling & storing IMDG Containers as specified by the local competent authority.
- b) Containers IMDG Class 1 & 7 are not allowed to be stored at the Container Terminal and are only for Direct Delivery.
- c) Containers IMDG Class 2.1 (UN 1049, UN 1001 only), 2.3 (UN 1017, UN 1005 only), 5.1 & 5.2 (UN 2880, UN1748, UN3487, UN 2468, UN 3149 only), 6 (UN 3293, UN 2078, UN 1689 only) are not allowed to be stored at the Container Terminal and are only for Direct Delivery.
- d) The Company has the right to add more IMDG classes or specific UN numbers to a direct delivery status by communication via message to the Customers.
- e) Checks at the gate & Quay for proper labelling.
- f) Re-labelling or label removal on Customer's Request or due to wrong labelling

Operations procedures for Hazardous Cargo are described in Article 11 Hazardous Cargo.

### 2.8. Non-Standard Container Handling & Storage:

For Non-Standard Containers (Container whose cargo height and/or length and/or width or damaged Container structure), requires special attachment to the spreader, i.e. chains, slings, etc. to handle, the following services are provided:

- a) Yard space, facilities, equipment, staff, lashing devices, in accordance with the regulations & international standards for handling nonstandard containers.
- b) OOG dimensional measures and reporting on Customer's request.
- c) Checking and reporting of the lashing and securing of these Containers upon arrival at the Container Terminal

### 2.9. Other Services Offered by the Company:

The following services are also offered by the Company:

- a) Reporting and Administration
- b) Lifting of Hatch Covers/Bin Racks
- c) Supply of fresh water to Ships – This service is available through the Limassol Water Board
- d) Mounting/Dismounting of Bundles or Mafi Bundles (flat racks, containers etc.)
- e) Special Loading Requirements – Operational Procedures illustrated in Article 27 Special Loading Requirements
- f) Berthing of Vessels – Layover for Ships with no loading/discharge operations



- g) Discharge / Loading of Break Bulk Cargoes from Containerships
- h) Destuffing of Single Units

The Company can provide additional services to the Customer not defined in this Article subject to prior written agreement between the Parties.

### **Article 3**

#### **Provision of Services**

The Company warrants that the Services will be carried out with reasonable skill and care. The Company shall exercise reasonable dispatch in executing orders for its Services but shall not be liable for any delay whatsoever, howsoever caused.

Goods and Equipment which for any reason cannot be delivered at the time of landing ex-ship will be placed on the quays, in a transit shed or elsewhere within the Container Terminal at the expense and sole risk of the Customer. Charges for transit shed and quay rental will be made where appropriate.

The Company reserves the right to: (a) appoint sub-contractors to perform part of the Services; (b) transfer any of its functions in accordance with the provisions of the Concession Agreement; (c) at any time before it commences the performance of any Services, serve written notice on the Customer declining to undertake the performance of such Services and giving valid reasons for so declining; (d) suspend the provision of any Services in the event of any breach of these Terms and Conditions by the Customer; (e) suspend the provision of any Services in the event that the Company reasonably believes the Customer is attempting to damage or disrupt the Community System or any other electronic system provided by or on behalf of the Company.

In the event the Company declines to perform the Services or suspends performance of the Services in accordance with points (c) to (e) respectively, the Company will not have any liability for any loss or damage to Ships, Goods or Equipment arising out of the non-performance or cessation of performance of the Services.

In the event that the Company declining to perform any Services by written notice in accordance with point (c), for any reason other than its own inability to perform the Services, the Customer must, at its own expense, remove any Goods or Equipment or both from the Container Terminal within 30 days of the date of said notice. Should the Customer fail to remove the Goods or Equipment within the specified thirty (30) day period, the Company may so remove them at the expense and risk of the Customer.

In the event the Company suspends provision of the Services in accordance with points (c) to (e) and declines to recommence the provision of the Services, the Company will notify the

Customer and the Customer must, at its own expense, remove any Goods or Equipment from the Container Terminal within 30 days of the date of said notice. Should the Customer fail to remove the Goods or Equipment within the specified thirty (30) day period, the Company may remove them at the expense and risk of the Customer.

## **C. General Procedures**

### **Article 4**

#### **Data Transfer, time of Performance, Broker Clause**

The Customer acknowledges and agrees that must use for the exchange of information those methods of data transfer established by the Company, especially pre-printed forms and Electronic Data Interchange. (EDI)

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 or instructions binding on the Customer or to receive payments.

### **Article 5**

#### **EDI Messages**

The Customer must use for the exchange of information those methods of data transfer established by the Company, especially pre-printed forms and electronic data interchange. (EDI)

All EDI message standards shall follow UN/EDIFACT-EDI standard messages that may be found at [www.smdg.org](http://www.smdg.org)

If the Customer is unable to comply with the above resulting in the Company requiring to manually input the Customer data into its' systems, then the Company reserves the right to be reimbursed for expenses incurred via a "Manual Entry" Fee listed in its published tariff book.

Each EDI message shall include the minimum data elements as described in the following Articles of these General Terms & Conditions.

The Company has the right to ask the Customer to adopt an electronic signature system in order to check the authenticity of EDI orders and messages received from the Customer and its Servant, Agents or Sub-contractors.

If any EDI messages are incomplete / incorrect resulting in the Company requiring to manually correct / input The Customer data into its' systems, then The Company reserves the right to be reimbursed for expenses incurred via a "Manual Entry" Fee listed in its published tariff book.

Summary of Data Interchange Requirements

The list of information to be issued by the Company and the Customer to ensure the efficient planning of the container terminal operations and dispatch of a Containership as outlined in the Articles of the General Terms & Conditions is:

<b>Customers Responsibility</b>	<b>CTL Responsibility</b>
<b><u>Reception of Containers</u></b> Booking Order for All Export Full Containers before the arrival of container at the Gate Customs Documents (if any at the time of entrance at the gate)	Gate In Movement Report (CODECO)
<b><u>Delivery of Containers</u></b> Delivery Order / Customs Documentation Release Order	Gate Out Movement Report (CODECO)
<b><u>Loading Operations into Containership</u></b> Stowage Instructions (EDI MOVINS) Final E.T.A Notice Loading Order (Load COPRAR) Departure Hazmat Declaration Load Summary (by Line, POL, Type, Status)	Final Bayplan (EDI BAPLIE)  Loading Report (COARRI)
<b><u>Discharging Operations from Containership</u></b> Final E.T.A Notice Arrival Hazmat Declaration Manifest - Special Cargoes Discharge Order (Discharge COPRAR) Discharge Summary (by Line, POL, Type, Status)	Discharging Report (COARRI)

## **Article 6**

### **Participation in port community system for purposes of statutory customs requirements**

Information on containers to be handled at the Container Terminal will normally be input by the Customer 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 it shall not be liable for the correctness of the information inputted in PCS by the Customer. 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.

## **Article 7**

### **Mode of Handling**

Containers shall be always handled using the Company's container handling equipment operated by the Company's staff. Any ancillary work connected with the handling of Containers and cargo will always be carried out by the Company unless there is a prior and written agreement between the Parties.

The Customer and its agents, servants or subcontractors shall have a duty to collaborate in ensuring the efficient planning of operations as far as it is required by the Company.

Any work using the Ship's gear inside the Container Terminal Area shall require the Company's prior written permission.

Orders must be issued in EDI in accordance with the contents stipulated on the forms or templates issued and approved by the Company. Only declarations, instructions or notices which have been expressly approved by the Company should be contained in these form or templates.

## **Article 8**

### **Berthing, Shifting**

The Customer shall comply with the Company's specified berthing requirements for their Ship. Upon the completion of operations, the Customer's Ship shall vacate the berth without undue delay.

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 the smooth operational functioning of the Container Terminal.

The Customer agrees that the Company shall have no responsibility for changes which are made to the scheduled berthing requirements by the Marine Service Provider at the Limassol Port.

## **Article 9**

### **Monitoring of Container Weight**

The Company shall be entitled to weigh the Containers at the Customer's expense, if the VGM statement is lacking information or if justified suspicion arises regarding the weight declaration of the Container. In such cases all costs relating to the weigh including any necessary internal movements shall be on the Customer's account.

## **Article 10**

### **Special Goods, Return of Goods**

Should any Containers/goods require special handling or storage due to their nature or characteristics (e.g. valuables, fragile, loose stowage, overweight, over width, over height) the Customer must inform the Company at least 24 hours in advance stating precisely the particular features & characteristics of the Cargo.

Should statutory regulations or official directives by local competent authorities prohibit the storage of such goods in the Container Terminal Area, the Customer shall have a duty to remove these goods from the Container Terminal Area immediately and at its own cost. Should the Customer fail to perform this obligation the Company shall be entitled to arrange the necessary measures to remove or destroy the goods. All expenses shall be on the Customer's account.

The Company reserves the right to refuse acceptance of goods in the Container Terminal Area if no proof has been provided by the Customer that these goods are designated for further carriage. (either by Ship or Truck)

Should it transpire that following the delivery and acceptance of the goods in the Container Terminal due to their condition they could cause a hazard to persons, property or the environment, should the Company so require, the Customer must immediately arrange for the Container to be removed from the Container Terminal Area. Should the Customer fail to do so, the Company shall be entitled to have the requisite measures undertaken at the Customer's expense.

The Customer shall fully indemnify and keep the Company harmless against any claim made against the Company by third parties, including local authorities, in relation to prohibited or hazardous goods.

## Article 11

### Hazardous Goods

Prior to the delivery of Containers which due to their specific properties or characteristics are considered Hazardous Cargo the Company must be notified per EDI at least 24 hours before the Container's expected arrival. The Customers request for the acceptance or delivery of Hazardous Cargo shall be sent to the Company's Planning Office at least 24 hours before the Container's expected arrival or 12 hours before the start of the weekend for Ships arriving on Saturdays, Sundays or holidays, using the information and communication channels established.

The EDI message must include all relevant information such as:

- a) Container Number, Customer Booking Number IMO Class, UN Number, Flash Point, Weight
- b) IMO Dangerous Goods Declaration as per IMDG-Code.
- b) Pre-Carrier Ship Name or on carrier Ship
- c) Port of Loading or Port of Discharge
- d) Voyage Number
- e) Delivery Mode and Time
- f) MSDS for the direct delivery goods (to be send via separate message to the Company's HSSE Department)

The Company reserves the right not to accept any Hazardous Cargo in the Container Terminal Area where any information is missing / incorrect until the information is corrected/provided, or the information has not been received within the timeframes stipulated in this Article. The Customer is solely responsible for the correctness and accuracy of the information provided and the Company shall not be held responsible or liable for incorrect information.

The Company has the right to add or designate specific IMDG classes or specific UN numbers to a direct delivery status by communication via message to the Customers.

As per the IMDG Code all Hazardous Cargo must bear on all four external sides the relevant labels indicating the correct IMO Class of the Container. This must be reconciled with all pre-registration of booking information and documentation accompanying the Containers.

## **Article 12**

### **Reefer Containers**

The Customer or its representative shall issue the booking/delivery order to the Company by EDI to the competent office stating the following compulsory information at least 24 hours before the Container is delivered or discharged at the Container Terminal.

For each Reefer Container, a "Booking Order" for export shipments and COPRAR Discharge order for import shipments shall be sent directly to the Company's competent office 24 hours before the Container's arrival at the Container Terminal and not later than 16:00 hrs the day prior to the expected receipt or delivery at the Container Terminal.

The Booking Order or COPRAR Discharge shall contain:

- a) Customer Booking Number
- b) Container ID Number
- c) Size and Type of Container, Weight
- d) Characteristics of the Cargo
- e) Set temperature and range (Min/Max)
- f) On carrier Ship and Voyage or Pre-Carrier Ship Name and Voyage Number
- g) Port of Discharge or Port of Loading

If the above information is not sent in time, the Company reserves the right not to accept the Container. The Customer is solely responsible for the correctness and accuracy of the information and the Company shall not be held responsible or liable for incorrect information.

Containers for which pre-acceptance booking information is not available, the Company reserves the right to not accept such Containers into the Container Terminal until the time that the information is corrected / provided.

## **Article 13**

### **Empty Container Management**

In principle, empty Containers may not be stored in the Container Terminal except those empty containers unloaded from and awaiting loading into the Customers Ship. Empty Containers are stacked in the Container Terminal mostly in block stowage, segregated by size and type only.

Any specific segregation requirement by the Customer must be communicated and agreed with the Company before the arrival in the Container Terminal of the Unloading Ship or prior to the Receipt of a Container through the gate.

For any segregation in the yard (i.e. equipment off hired, for sale, damaged, cold treatment etc.) a request shall be sent to the Company's competent office specifying the requirements. The Company shall make its best endeavors to accommodate such requests at its sole discretion and any restow moves to accommodate such requests shall be on the Customer's account.

The Customer acknowledges that empty Containers are delivered from the Container Terminal on a random basis. In case a numerical delivery is required, the Customer shall give notice to the Company at least 24 hours in advance following the operational procedures specified in these Terms & Conditions and shall bear the cost of any restow moves to accommodate the request in accordance with the Company's published tariff book.

#### **Article 14**

##### **Mounting/Dismounting of Bundles or Mafi Bundles**

The services regarding the mounting/dismounting of bundles can be provided only after confirmation from the Company's competent office. The Customer shall send a specific request no later than 13:30 hrs. the day prior to the required service.

#### **Article 15a**

##### **Customs Handling for Incoming Goods**

In a customs port as per the governing laws of the Customs & Excise Department goods can only be delivered to the entitled party when the said goods have received customs-approved treatment in accordance with the relevant regulations.

The Customer shall have an absolute duty to:

- a) Transmit to the Company in electronic form all the information required by the regulations of the Cyprus Customs and Excise Department for incoming Containers.

The Customer shall be solely responsible in any case for ensuring that all the procedures & documentation required by the Cyprus Customs and Excise Department regulations are arranged and provided in good time. The Company shall not be liable for any delays that may be caused resulting from the Customer failing to arrange the necessary procedures & documents to deliver the Container.



An import Container can be stored in the Company's operating premises for a period of up to 90 days. Containers remaining in the Company's operating premises for a period over 90 days shall be transferred to the Customs Republic Warehouse as per the regulations of the Cyprus Customs and Excise Department.

#### **Article 15b**

##### **Customs Handling for Outgoing Goods**

Export Containers with the status of non-EU goods under customs law, shall be received for temporary storage by the Company. All Containers, either Community or non-community, shall only be transferred to the Ship for loading, only when the Customer has obtained all export permits required by the Cyprus Customs and Excise Department Regulations. The Company is not responsible for the short shipment of Containers that are not customs cleared (defined as being the time reported that the local competent authority releases the Container for export). The Customer acknowledges and accepts that the Company cannot load any Container and cargo without this clearance as provided for by applicable statutory law and regulations.

#### **Article 16**

##### **Sale**

In case goods stored need to be auctioned in accordance with applicable law 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 local newspapers. The sale must not take place prior to expiry of one week following the advertisement.

The Company shall not be bound to the foregoing deadlines, nor shall it have a duty to inform regarding the 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.

#### **D. Operations/Planning**

##### **Article 17**

##### **Requested Ship Information**

To ensure the efficient planning of the operation in the Container Terminal the Customer shall have the duty to provide the following information by means of an EDI message to the Company's competent office, or in exceptional cases in text form within the timeframes specified in Articles 17, 18, 20, 22 and 23:

Preliminary Ship Information

The Customer shall provide all relevant technical details, including a complete general arrangement plan with a minimum information of “Bay, Row, Tier” of each Ship no later than 7 days in advance of the first call of such Ship at the Container Terminal in addition to the specified information below

SHIP INFORMATION	DIMENSIONS	CAPACITY
a) Ship's name	a) L.O.A	a) Max. Container Cap (teus)
b) Owner	b) Breadth Moulded	b) Max. Container Cap (feus)
c) Nationality	c) Depth Moulded	c) Reefer Socket
d) Port of registry	d) Max. Height Above Keel	d) Haz. Cargo Hold (bay): (i.e. 1,2 e 3)
e) Official N°	e) Upper Deck Line Above Keel	e) Max. 20' on deck
f) Classification society	f) Load Line Draft	f) Max. 40' on deck
g) Type of Ship (i.e. 6,900 Teus Class Container Carrier)	g) Top Fresh .....	g) Max. 20' under deck
h) Call Sign	h) Fresh .....	h) Max. 40' under deck
i) IMO id n° (L.R. n°)	i) Tropical .....	i) Max. 40' HC under deck (without losing space)
j) Satellite Tel/fax	j) Summer .....	j) Container stack weight. • On deck 20' – 40' • Under deck 20' – 40' • Max 45 on Deck • AT Bays
k) @mail	k) Winter .....	k) Hatch Cover Stack Weights
	l) International G.R.T.	l) Stack Weights Hold
	m) International N.R.T.	
	n) Bow Thruster	

Information for Each Voyage:

The Customer shall send preliminary information in writing via email or via EDI to the Company's competent office no later than 72 hours prior to the Ships arrival or 24 hours before start of weekend for Ships arriving on Saturdays, Sundays or holidays regarding the schedule and planning information of Containerships as follows:

- a) Name and Address of the 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) Number of Empty or Full Containers
- h) Next Port of Discharge
- i) Final Port of Destination
- j) IMO Dangerous Goods Declaration as per IMDG-Code
- k) Cooling Order for Reefer Containers
- l) Information regarding nonstandard containers over Height, over Width Containers etc.
- m) Preliminary Containers / TEUs quantities to be loaded, discharged and restowed.
- n) Booking Number

## Article 18

### Discharge Instructions

The Customer must submit the final discharge instructions to the Company no later than 24 hours prior to the Ships arrival (except for tight connections see Article 22) or 12 hours before start of weekend for Ships arriving on Saturdays, Sundays, or holidays.

Discharge instructions send must contain the following information:

- a) ETA (Expected time of arrival) if changed
- b) The number of Containers for Discharging, Hazardous Containers, Reefer Containers, OOG, Uncontainerized Cargo, shifting and restows
- c) Vessel draft expected on arrival and departure
- d) Security information

Import bayplan on a bay, row and tier basis (BAPLIE File. See Article 5 EDI Messages), complete with all the vital details regarding Containers on board. The following is an indication of the minimum information required by the Company:

- a) Position on board of each single Container (bay, row and tier).
- b) Container ID number, type, size, weight of Container and VGM qualifier
- c) Discharge port, with confirmation of Containers that shall be discharged by the Company, both for import and Transshipment Containers.
- d) Confirmation of Containers to be shifted on board or restowed (a list of Container to be shifted or restowed is also required)
- e) In case of Hazardous Container: IMO class, UN number (See also Article 11 Hazardous Cargo).
- f) In case of Reefer or insulated Containers: temperature, ventilation, humidity, settings, for reefers or insulated Containers to be connected to the Reefer plug. (See also Article 12 Reefer Containers).
- g) For OOG Container confirmation of over width/over length/over height details.
- h) For any Uncontainerized Cargo all relevant information that will allow the Company to safely handle such cargo.

If the required information is not received within the indicated timeframe as set out in this Article, then the Company reserves the right to direct the Customer's Ship to wait in turn.

The Customer acting as Vessel Operator shall send these communications through its central planning office, or other authorized agent, consolidating all information from third party slot charterers or other third parties. The Company will exclusively look to communications received from the Vessel Operator to carry out its obligations under this Agreement.

## **Article 19**

### **Reception**

A Container shall be deemed to have been received by the Company following its discharge from the Ship.

## **Article 20**

### **Loading Instructions**

The Customer must submit the final loading instructions to the Company according to the following timelines:

1. For Ships commencing operation on the morning shift (07:30 am) loading instructions must be submitted by 17:00 pm the afternoon on the previous calendar day.
2. For Ships commencing operation in the afternoon shift (16:30 pm) loading instructions must be submitted by 10:00 am the same day.
3. For Ships commencing operation on the night shift (00:00 am) loading instructions must be submitted by 12:00 pm the previous calendar day.
4. For Ships arriving on Saturdays, Sundays or holidays loading instructions must be submitted by 13:00 pm on Friday before the start of the weekend.

Loading instructions must contain the following information:

- a) ID number and type of Container.
- b) The Customer booking number.
- c) Size, type, weight and VGM qualifier
- d) Final Port of discharge.
- e) Port of Transshipment, if any.
- f) In case of Hazardous Container: IMO class, UN number (See also Article 11 Hazardous Cargo).
- g) In case of Reefer or insulated Containers: temperature, ventilation, humidity, settings, for Reefers Containers to be connected to the Reefer plug. (See also Article 12 Reefer Containers).
- h) For Uncontainerized Cargo all relevant information to allow the terminal to safely handle such cargo.

Updated Export stowage plan intended for the specific call on a bay, row and tier basis complete with all the information needed by the Company to prepare the Containership loading plan.

- a) Stow Position on board where to stow the cargo to be loaded complete with POD and weight class indication.

- b) Stow Position for Containers to be shifted or restowed.
- c) Stow Position of Hazardous Containers with full compliance of segregation rules.
- d) Stow Position for Reefer Containers.
- e) Stow Position for OOG Containers.

If the required information is not received within the indicated timeframe as set out in this Article, then the Company reserves the right to direct the Customer's Ship to wait in turn.

The Customer acting as Vessel Operator shall send these communications through its central planning office, or other authorized agent, consolidating all information from third party slot charterers or other third parties. The Company will exclusively look to communications received from the Vessel Operator to carry out its obligations under these General Terms & Conditions of Business.

All Containers declared for loading should be compliant with all legal and customs obligations as defined by the local competent authority. Should there be Containers for which no compliance by the competent authority is available, or compliance is incomplete then such Containers will not be planned for loading or loaded on board the Ship. If no such instructions are received from the Customer, then the Containers shall not be loaded on board the nominated Ship, at the sole risk and responsibility of the Customer. See also Article 26 Late Arrivals.

## **Article 21**

### **Transfer to Ship**

Containers shall be transferred and loaded to the Ship designated by the Customer pursuant to the stowage plan. They shall be deemed to have been received by the Ship upon being loaded on board the Ship. Any externally identifiable damage must be notified to the Company immediately in writing upon loading of the Container on board otherwise the Company shall not be held liable.

## **Article 22**

### **Containership's arrival within a regional schedule latest 12 hours prior**

If based on the vessels normal service speed the distance time from the vessel's previous port of call is less than 24 hours, the Customer shall provide the required final information (see Article 18 & 20) no later than 10 hours prior to the scheduled arrival of the Ship or 12 hours before start of weekend for Ships arriving on Saturdays, Sundays or holidays. Any consequences for changes in the agreed Containership working schedule shall be for the account of the Customer.

## Article 23

### Resource Planning

The Company at its sole discretion shall plan the required resources and shall provide confirmation of the Containership working schedule, indicating the agreed Start/End of operations time and the Estimated Departure Time (EDT). Once the Containership working schedule has been defined:

- For any amendment requiring a change of planned resources, Penalty Volumes may be applied for late or incorrect declarations.
- For any delay in either in the arrival of a Containership or delays during the agreed Containership working schedule, then Article 25 (“Idle Time”) clause may be applied.

The Customer must submit a final and reasonable Estimated Time of Arrival (ETA) for the Ship to the Company’s berth planning department no later than 24 hours before the arrival of the Ship or 12 hours before the start of the Weekend for Ship’s arriving on Saturdays, Sundays, or Holidays. For the avoidance of doubt the Weekend starts Saturday 12:01 am and ends on Monday 07:29 am. The Company shall arrange the berth and the resources necessary to operate the Ship as close as possible to the ETA declared by the Customer.

In case of changes to the ETA later than 24 hours before the arrival of the Ship or delayed Actual Time of Arrival the Company will berth and commence operations on the Ship subject to berthing availability that does not interfere with the operations of other scheduled Ships. For Ships scheduled to operate on Weekends the next available berth availability shall be Monday morning and the Customer shall be liable for any costs incurred by the Company.

For Ships that do not complete their operations due to late arrival compared to the declared ETA the Ship shall remain idle until the next available shift that does not interfere with the scheduled operations of other Ships. The Customer acknowledges and agrees that in the event of late arrival of their Ship, the Customer shall be liable for any additional costs incurred by the Company as a direct result of this delay. This includes but is not limited to, costs associated with labor (gangs) that were arranged for servicing subsequent Ships which are impacted by the delay. Such costs may include fees for idle labor, rescheduling charges, and any penalties or fees levied by third parties due to the disruption of scheduled operations. For Ships scheduled to operate on Weekends the next available shift shall be Monday morning and the Customer shall be liable for any costs incurred by the Company.

The Customer agrees that in case of late arrival of the Ship the Company shall have the right in coordination with the Customer to cut off empty containers scheduled for loading and ask

the Customer Ship to vacate the berth in order not to delay the scheduled servicing of subsequent Ships.

In the event a Ship is unable to receive a berth by the scheduled time due to external factors beyond the Company's control (including but not limited to adverse weather conditions, port congestion or regulatory actions) or due to unforeseen circumstances that prevent standard operation, the Company shall make every reasonable effort to allocate the Ship to receive a gang for operations at the next available shift. The Company shall communicate any such delays and the expected rescheduling timeline to the Customer as promptly as possible. The Company shall not be liable for any losses or damages arising from such berthing delays.

For Ships that declare an ETA for the same berth slot, priority shall be allocated by the Company based on the below criteria.

1. Services with an agreed berth window for a particular slot for which they meet on a consistent basis.
2. ETA of Ship at Limassol Anchorage. (First come/first served)

The Company reserves the right to review and revise the Ships working sequence depending on the operational needs of the terminal. (Number of moves, stevedore gangs engaged on a shift, berthing availability etc.)

The berthing and unberthing time is granted to the Ship only for the time required to perform the loading and discharging operations. Any time beyond this time that the Ship wishes to remain alongside will not be accepted unless previously and specifically agreed with the Company.

## **Article 24**

### **Unlashing / Lashing of Containers**

The Company at present does not offer the service of Container Unlashing / Lashing for Bays designated for operation on the Customer's Ship. The Company grants the Customers the option to employ their preferred method either by Ship's Crew or an external certified contractor. The Company expects the utmost care, effort and diligence by the Customer when assigning this activity. It is incumbent upon the Customer to make all necessary arrangements to ensure that the Ship's bays are unlashed and ready for operation at the designated commencement time. Contractors engaged by the Customer must maintain insurance coverage and possess the necessary training certificates for performing the Lashing / Unlashing activity. The Company reserves the right to refuse entrance to any contractor appointed by the Customer that fails to comply with the above criteria. The free

time allowed for terminal gangs' idleness for Unlashing is outlined in the Company's published Tariff book.

## **Article 25**

### **Idle Time**

Idle Time shall be considered on the account of the Customer on the following cases:

- a) The Ship arrives after the commencement of ordered shifts/agreed start operation's time
- b) Due to any incident beyond the control of the Company on board the Customer's Ship hindering operations including Unlashing delays.
- c) Waiting for Cargo and discharge/loading instructions after the timeframes stipulated in Articles 18 & 20
- d) Due to incorrect or incomplete information provided by the Customer regarding the operations of the Ship

## **Article 26**

### **Cut-off Times/Late Arrivals/Declarations**

#### Cut-Off Times

The cut-off times for Export Containers (either Full or Empty) declared for loading within the timeframes stipulated in Article 20 are:

1. For Ships commencing operation on the morning shift (07:30) the cut-off time is the truck gate closing time (17:30) on the previous day.
2. For Ships commencing operation in the afternoon shift (16:30) the cut-off time is by 15:00 pm the same day.
3. For Ships commencing operation on the night shift (00:00) the cut-off time is the truck gate closing time (17:30) on the previous calendar day.
4. For Ships commencing operation on Saturday afternoon, Sunday and Monday morning the cut of time is by truck gate closing time on Saturday morning. (12:00 pm)

#### Late arrivals via Road

For Ships commencing operation on the morning shift (07:30 am) the Company may accept late arrivals of Reefer Export Containers already declared on the final loading instruction on a case-by-case basis. An allowance of up to 5% of total Containers planned is granted for reefer exports to arrive at the terminal latest one (1) hour before the start of loading provided that:



- a) Containers designated for late arrival must be notified by the Customer to the Company's designated office by 16:30 pm the previous calendar day.
- b) Containers are compliant with all legal and customs obligations as required by the local competent authority and ready for loading within the above-mentioned deadline.
- c) The Customer request contains all data needed to enable receiving of the Container into the Container Terminal.
- d) Specific Stowage instructions are provided by the Customer and do not delay the agreed Containership working schedule.

The cut of times only for Export Full Reefers with Potatoes declared for loading within the timeframes stipulated in Article 20 are:

1. For Ships commencing operation on the morning shift (07:30) the cut of time is by 09:00 the same day.
2. For Ships commencing operation in the afternoon shift (16:30) the cut of time is by 15:00 the same day.
3. For Ships commencing operation on the night shift (00:00) the cut of time is by 17:30 gate closing time.
4. For Ships commencing operation on Saturday afternoon, Sunday the cut of time is by truck gate closing time on Saturday morning. (12:00)

#### Late arrivals/Declarations by Ship

The Company at its sole discretion may accept late arrivals already declared on the final loading instructions send by Customer, provided that:

- a) Containers are discharged for a maximum of 6 hrs. prior to the commencement of operations of the on-carriage Ship. (Applies for Transshipment Containers only)
- b) Containers are compliant with all legal and customs obligations as required by the local competent authority and the declaration was within the time frame specified in Articles 17,18,20 and 22.
- c) Specific stowage instructions are provided by the Customer that do not delay the agreed Containership working schedule
- d) Late Containers do not exceed 3% of total number of Containers planned for loading.

The Company may accept late declarations not included in the final loading instructions provided by the Customer to the Ship already under operation, on a case by case basis, provided that:

- a) Containers are compliant with all legal and customs obligations as required by the local competent authority.

- b) Specific stowage instructions are provided by The Customer and do not delay the agreed Containership working schedule
- c) Late Containers do not exceed 3% of total number of Containers planned for loading

Furthermore, the Customer is responsible for sending the final changes to the load instructions to the Company, at the latest 6 hours before the Ship's arrival. All Containers declared for loading should be compliant with all legal and customs obligations required by the local competent authority.

### **Article 27**

#### **Special Loading Requirements**

Special remarks such as late arrival, under deck stowage, on deck stowage, far away from hot/cold, under sea level, protected stowage etc., shall be sent no later than 24 hours prior Ship' arrival / before the Container arrives in the Container Terminal. The message shall be sent by the Customer and must contain the Customer booking number, Container ID number, Ship, POD and weight. In case of discrepancies between orders sent by the Customer and their agency, the instructions sent by the Customer shall prevail.

### **Article 28**

#### **Dispatch in return for Customer's declaration of release**

The Company reserves the right to refuse the delivery of a Container 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.

Following release by customs, discharged goods shall be delivered to the party which submits a declaration of release in its favor given by the Customer in electronic form or text form or which has demonstrated an authorization to that effect. The recipient must provide evidence of its identification should the Company so desire.

Containers/goods should be considered as accepted and without any discrepancies upon delivery on the Customer's appointed transport and gated out from the Terminal.

## **E. Common provisions**

### **Article 29**

#### **Customer's Warranties**

Each Customer which avails itself of any Services provided by the Company in respect of any Goods, Equipment or Ship warrants to the Company that it has the authority of all Owners having any title to or interest in Goods, Equipment or Ship. (without limitation)

The Customer warrants that its employees (and those of any agents or contractors it may engage including without limitation haulers) are properly trained and competent (which for this purpose, includes the ability competently to read and speak English to carry out the tasks at any time assigned to them including in relation to the giving of any instructions to the Company or the inputting of any information into any electronic service or system operated or managed by or on behalf of the Company whether such instruction or input of information is given in writing, orally, electronically or by any other means. The Customer further and separately warrants that such persons have the full authority to give such instructions or input such information.

The Customer warrants that it has obtained or will obtain and maintain at its own expense, all necessary licenses and authorizations and has complied or will comply with all Applicable Laws relating to the carriage, handling, storage and movement of Goods and or Equipment.

The Customer warrants (unless otherwise specified in writing to the Company) that any Goods, Equipment or Ship which it delivers, directs to or causes to be upon the Container Terminal: (a) are not dangerous or hazardous to health, property or the environment or poisonous, flammable or liable to become so in the form in which they are delivered and/or in which they are to remain while on the Container Terminal; (b) are not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation; (c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Container Terminal; (d) are not over-heated or under-heated or liable to become so while on the Container Terminal; (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods, Equipment or Ship or the Container Terminal or the environment adjacent thereto or more generally; (f) do not require for their safekeeping any special protection (other than as may be agreed in writing between the Company and the Customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their flammability but will remain safe if left standing in the open on the Container Terminal or in covered accommodation (if agreed in writing with the Company); (g) contain no unauthorized controlled drugs, contraband, pornographic or other illegal matter; (h) are properly and sufficiently packed, marked, documented and labelled, in accordance with all Applicable Laws for all shipping,

cargo handling, dispatch, customs and like purposes; (i) are fit for their intended purpose and are in a fit and proper condition to be handled or otherwise dealt with by the Company, its equipment and its employees, agents and contractors (j) all Containers to have valid CSP / ACEP plate and (k) All containers to have visible clearly written marks .

The Customer warrants that it will immediately inform and keep informed the Company of any occurrence or incident which might affect the safe and efficient operation of the Container Terminal or other persons at the Container Terminal or result in adverse environmental impact.

The Customer must take, at its own cost, such reasonable steps with respect to Goods, Equipment or Ship to prevent, minimize, control or eliminate any danger, inconvenience or adverse environmental impact.

In respect of any Ship of which the Customer is the Owner, the Customer warrants and undertakes to ensure that the Ship is operated in compliance with all Applicable Laws and international standards in relation to safety, stability, seaworthiness, fitness for purpose and security, including any regulations introduced pursuant to the ISPS Code.

### **Article 30**

#### **Customer Liability**

Notwithstanding any provisions herein, the Customer shall bear full responsibility to the Company, without any requirement of culpability, for all losses, damages and expenses arising from insufficient / inadequate packaging or designation of cargo, from provision of incorrect, unclear or incomplete information pursuant to Articles 9,10,11,12,13,14,15,17,18,20,21 and 22 or in other notifications, or from failure to notify on hazardous goods. Should a particular time has been agreed for the services of the Company, or should a particular time has been agreed for the acceptance of a service from the Company, and the Customer fails to accept the said service at the agreed time on grounds for which it is responsible, the Customer shall bear all associated costs and expenses incurred thereby by the Company, including but not limited to any costs of providing staff and operating resources.

The Customer shall be solely liable for any damage to the Quay Walls, fenders and/or any port installation and/or terminal equipment and/or any other damage caused by the Customer's vehicles, staff, or any other means whatsoever for which the Customer is accountable.

## **Article 31**

### **Customer Liability Equipment**

In relation to any Goods or Equipment: (a) whose gross weight or VGM (as applicable) is incorrectly stated; (b) whose gross weight or VGM (as applicable) exceeds the maximum gross weight appropriate for any handling equipment used (irrespective of whether or not the Supplier knows at the time of such handling that the gross weight exceeds the appropriate gross weight for such handling equipment); or (c) whose weight distribution does not facilitate the safe onward transportation of such Goods or Equipment, whether by road or otherwise the Company reserves the right not to handle such Goods or Equipment, but, in the event that the Company does handle such Goods or Equipment this shall be at the sole risk and cost of the Customer or Owner(s) of the Equipment or Goods.

In the circumstances described above the Company will be exempt from all liability whatsoever for deficiency, loss, damage, delay, taint, or mis delivery of or to the Goods or to the Equipment or for delay arising out of, caused or contributed to by the handling by the Company of the Goods or the Equipment.

The Customer must notify the Company as soon as the Customer becomes aware of any overloading or uneven loading or any failure of a load bearing part of any lifting appliance or of the Equipment.

## **Article 32**

### **Customer Container Ship Warranty**

The Customer represents and warrants that the Containerships notified in accordance with these Terms & Conditions are operated in compliance with all applicable laws and international standards with respect to safety, stability, seaworthiness, for purpose and security including without limitation, regulations introduced pursuant to the ISPS Code. If during or after the term of the Agreement the Customer introduces a new Containership not originally disclosed, the Customer shall inform the Company at least fourteen (14) days prior to the Ship's arrival. The Customer represents and warrants that its Containerships are technically compatible with the Company berth, (draft etc.) Quay Wall and equipment utilized at the Container Terminal.

The Customer represents and warrants that any Container used by the Customer is in compliance with all applicable laws and international standards, including but not limited in respect to safety, stability, worthiness, fitness for purpose and security. The Customer also warrants the accuracy of any information relating to the Containers, including but not limited to, length, weight, dimensions. Markings, seals, number and count.

## **Article 33**

### **Stowaways**

The Customer shall enforce strict access controls at the gangway on all Ships while berthed at the Container Terminal to prevent unauthorized access to those Ships. The Company will not be liable for any loss or damage suffered or incurred by the Customer (including, without limitation, to any fines or penalties or the payment of expenses by the Customer on account of care, lodging, medical attention, security, and repatriation) arising from the presence on board the Ships of stowaways or other unauthorized personnel.

## **Article 34**

### **Combating Terrorism**

The Customer hereby warrants that it is not a terrorist, criminal or anti-constitutional association, organization or person and maintains no contracts, whether commercial or otherwise with terrorists.

The Customer further hereby warrants that in its business operations follows and complies all relevant regulations for combating terrorism, particularly the relevant EU Directives, by means of suitable organizational measures.

## **Article 35**

### **Company Liability**

The Company shall only be liable for any damage and/or loss to the Ship including its gear while the Ship is berthed at the Container Terminal or arising out of operations at the Container Terminal, when the Customer proves that the damage and/or loss was caused by act, breach, negligence or willful default of the Company, its servants, agents, or subcontractors. The Customer acknowledges that when acting as slot charterer on Ships operated by third parties, the Company shall not be liable vis-à-vis to the Customer for damages and/or loss to the Ship, its gear and other Ship's equipment.

The Company shall only be liable for loss of and/or damage to a Container, chassis and all other equipment belonging to or being under the responsibility of the Customer while in the Container Terminal or in the custody of the Company, when the Customer proves that the loss and/or damage was caused by the act, breach, negligence or willful default of the Company, its servants, agents or subcontractors and to the extent the loss and/or damage was not the result of instructions given by the Customer. Containers, Chassis and / or any other equipment should be certified by competent authorities for the Company to be liable.

The Company shall only be responsible for loss and/or damage to the Cargo or Uncontainerized Cargo whilst in its custody, when the Customer proves that the loss and/or

damage was caused by the act, breach, negligence or willful default of the Company, its servants, agents, or subcontractors.

Each party accepts responsibility and liability for the death or personal injury arising out of accidents on the Container Terminal or on board a Ship while berthed at the Container Terminal to persons lawfully admitted to the Container Terminal and/or the Ship when the other party proves that the death or personal injury was caused by the act, breach, negligence or willful default of the other party, its servants, agents or subcontractors.

Each Party shall indemnify the other party against all claims made against the other party by third parties (being those individuals and entities for whom neither party is responsible under this Contract) in any way related to this Agreement, where such claims are due to, or to the extent they are contributed to by the indemnifying party's negligence or willful default and that cause injury to or death of any person or damage to or loss of property. The indemnifying party shall bear all reasonable expense of investigations and defenses of all claims against which the other party is indemnified and all lawsuits arising therefrom including the legal costs of the indemnified party.

The Company shall not have any responsibility or liability, regardless of nature of whatsoever nature with respect to Containers loaded, unloaded, shifted, transported, and handled at the Container Terminal and to their good order and conditions, with respect to any liability that lies on the Customer or the Container lessor under the provisions of the International Convention for Safe Containers (CSC), adopted in Geneva on 2 December 1972.

The Customer shall hold the Company harmless and free from any request, claim, liability of whatsoever nature or action of third parties, including workers and employees of the Company, arising from breakage, loss of tightness and reliability of Containers which fail to comply with the provisions of the CSC.

With respect to injury, damage or loss as provided for in this Article, the Company shall in any event be exempt from any liability for injury, loss and damage to the extent arising in connection with Containers which, under the provisions of the CSC, are defective and/or bear an expired or invalid Safety Approval Plate.

In case Container(s) is (are) loaded on the ship by mistake, the liability (ies) of the Company is limited to pay, at market rate, the direct costs (including but not limited to terminal handling charge) of repositioning the Container. The Company is expressly excluded from any other liability of whatsoever nature.

Notwithstanding any provisions herein, in no circumstances shall either Party shall never be liable for indirect loss and/or for any consequential damage arising out of or in connection

with this Terms & Conditions, nor for damage to the extent resulting from any latent defect or from normal wear or tear or inherent vice.

The Customer acknowledges and agrees that any claims for loss of or damage to the Container and/or Cargo must be submitted to the Company in writing within forty five (45) days from the date the Container is loaded onto the Ship at the Container Terminal for carriage. This notification period is essential for the effective investigation and resolution of any such claims. Failure to notify the Company within this specified timeframe shall result in the Company being fully discharged from any liability or obligation.

## **Article 36**

### **Company Liability Limits**

The Liability & indemnity of the Company as defined in Article 35 shall be limited as follows:

- A. For loss of and/or damage to the Ship, its gear and other ancillary equipment: Euro 1 million per incident.
  
- B. For loss of and/or damage to watercraft and road vehicles in charge of the Customer: Euro 1,000,000 (one million) per incident.
  
- C. For loss of and/ or damage to Cargo, including all items, in particular Containers which are subject to services performed by the Company: Euro 1 million per occurrence regardless of the number of Containers and/or the quantity of Uncontainerized Cargo involved in the occurrence.
  
- D. For loss of and/or damage to Containers per occurrence the liability of the Company shall not exceed either the depreciated value of the Container or the actual cost of the repair, whichever is less, subject to the following limits for:
  - i. 20' Dry Container: Euro 2,000 (two thousand) per unit
  - ii. 40' Dry Container: Euro 3,000 (three thousand) per unit
  - iii. 45' Dry Container. Euro 4,000 (four thousand) per unit
  - iv. 20' OT-Container/Flat Rack: Euro 3,000 (three thousand) per unit
  - v. 40' OT-Container/ Flat Rack: Euro 5,000 (five thousand) per unit
  - vi. 20' Reefer Container: Euro 15,000 (twelve thousand) per unit
  - vii. 40' Reefer Container: Euro 21,000 (fourteen thousand) per unit
  - viii. Tank Container: Euro 18,000 (eighteen thousand) per unit

The depreciated value of the container will be calculated on the basis of the established values set forth above as the maximum liability for each type of Container with a straight-line depreciation of five percent (5%) per annum from the date of manufacturing per the



Container's safety certificate until the date of damage or loss. However, the depreciated value will in no circumstances be less than thirty percent (30%) of the value set forth above.

E. For death or personal injury claims: Euro 1,500,000 (one million and five hundred thousand) per occurrence regardless the number of people involved in the occurrence.

### **Article 37**

#### **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.

The Customer shall comply with the directions imposed by the Company pursuant to the laws of the jurisdiction where the Container Terminal is situated; Regulations and Directives of the Cyprus Port Authority; or as otherwise agreed with the Customer for the use of the Container Terminal. The Customer shall comply with due care and diligence as established by standard industry practice in carrying out its obligations.

### **Article 38**

#### **Partial invalidity**

Should one of the provisions of these Terms & Conditions be invalid, illegal or unenforceable either wholly or partially, this shall not affect the validity, legality or enforceability of the remaining provisions of these Terms & Conditions.

### **Article 39**

#### **Governing Law & Jurisdiction**

These Terms & Conditions and any dispute arising out of, or in connection with these Terms & Conditions, shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

In case of any dispute arising out of or in connection with these Terms & Conditions, including their validity, the Courts of the Republic of Cyprus shall have exclusive jurisdiction.