

# **General Terms & Conditions Conventional Terminal**

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In effect from: 01/01/2026

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# **Terms & Conditions**

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## **1. Defined Terms & Interpretation**

### **1.1 Defined Terms**

In this document, the following defined terms have the meaning given to them:

**Ancillary Facilities:** all or any areas at the parts of the Conventional Port, allocated by THPA from time to time for the Customer's use under these General Conditions.

**Berth:** a berth at the Conventional Port or elsewhere within the limits of the port, allocated by THPA from time to time for the occupation of any Vessel under these General Conditions.

**Bulk Cargo:** Homogeneous items shipped loosely and unpackaged in large quantities. Bulk cargo is classified as either dry or liquid.

**Conventional Port:** The land and premises used for the handling of conventional cargo and Ro-Ro cargo (with the exception of coastal shipping).

Container handling operations (loading/discharge) may be accommodated at the Conventional Port.

**Concession Agreement:** The Concession Agreement between the Hellenic Republic and Thessaloniki Port Authority Société Anonyme regarding the use and exploitation of certain areas and assets within the Port of Thessaloniki (G.G. Issue 39A/07.03.2018 – Law 4522/2018)

**Customer:** any person or entity requesting, receiving or benefiting from the provision of services by THPA.

**Estimated Time of Arrival:** Date and time at which a vessel is expected to arrive at the port of Thessaloniki.

**Force Majeure:** as defined in clause 11.

**Free Zone:** The distinct area of the Land Port Facility Zone subject to Customs supervision and where the cargoes shall not be subject to import duties, other charges, or commercial policy measures.

**General Cargo:** Cargo not in containers nor on Ro-Ro, which is transported in bags, big bags, pallets, bundles, colli etc.

**General Conditions:** the conditions and the Appendices attached to it.

**Hazardous Cargo:** articles of any kind classified according to the IMDG Code (International Maritime Organization) as hazardous for man and the environment.

**Land Means of Transport (L.M.T.):** Road or train means.

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**Lo-Lo:** Any truck, car, trailer, or similar vehicle being handled with the use of a crane.

**Nearby Quay:** 45 – 80 meters from the edge of the quay.

**Operating Manual:** the operating manual provided by THPA to the Customer, as may be updated from time to time with prior notification to the Customer. The existing Operating Manual is attached as Schedule 2.

**Party/Parties:** THPA and/or the Customer

**Port Facility:** The designated area, where the IMO approved International Ship and Port Facility Security Code (ISPS) is implemented. The Port Facility is distinguished in the permanent port facility and the temporary one (activated on particular occasions).

**Project Cargo:** Refers to the transportation of large, heavy, complex, or high-value equipment that, due to its special dimensions and/or weight, requires specialized logistics solutions. Such cargo is typically associated with major industrial projects, including the construction or maintenance of vessels, wind turbines, oil and gas facilities, as well as other energy and industrial infrastructures.

### Characteristics of Project Cargo

- Size and Weight: Cargo that exceeds the standard dimensions and permissible weight for conventional containers.
- Complexity: Often equipment that cannot be divided into smaller parts, such as transformers, turbines, generators, or other heavy machinery.

**Services:** Those services set out in Clause 2 and Appendix 1 that THPA will provide to the Customer under these General Conditions.

**Shipping Agent:** The party representing the ship's owner and/or charterer (the Principal) in port.

**Tariffs:** the tariffs for the Services provided by THPA, as set out in the "Tariff Book"

**Transit:** Cargo transferred through the Port of Thessaloniki originating from a foreign country and having as destination another foreign country.

**Vessel:** A vessel served at the Conventional Port for the handling either of conventional cargo, Ro-Ro cargo or containers.

**Wheeled cargo (Ro-Ro):** Any truck, car, trailer, or similar vehicle on its own wheels or tracks capable of being "rolled-on or rolled-off" a vessel by means of a ramp.

## 1.2 Interpretation

a) All agreements established by THPA with a party, which consists of more than one entity, are binding for all the Parties and the resulting liabilities, will be joint and several for all of the Parties, unless expressly agreed otherwise.

- b) Any obligation by a party to perform or not to perform a specific act is deemed to include the obligation of its directors, employees and authorised agents to perform or not to perform the same act.
- c) If there is any discrepancy, inconsistency or ambiguity between the terms of these General Conditions and any Appendices, the terms of these General Conditions shall prevail and take precedence over the Appendices.
- d) Any invalidity of any part of the present terms shall not prejudice the validity of the rest. Any invalid term shall be replaced with another, which shall convey in the fullest possible manner THPA's true will and shall correspond to the general spirit of these terms. In the event of disagreement between the parties as to the actual content of the annulled provision, the parties will negotiate in good faith trying to reach an agreement that best reflects the purpose and content of the invalid, illegal or unenforceable provision.
- e) The original version is drafted in Greek and if a conflict or discrepancy occurs between the Greek and English version, the Greek one shall prevail and take precedence over the other.

## **2. Powers & Jurisdiction**

THPA according to the Concession Agreement with the Hellenic Republic, has the exclusive right to possess, use, manage, maintain, improve and exploit the Concession Assets as described in the Agreement (subject to the terms and conditions set out in this Agreement).

Within the port zone (land and sea zone) no natural or legal person shall be entitled to provide any operation or service that based on the Concession Agreement has been assigned to THPA, unless otherwise provided by a special consent and a written agreement with THPA.

THPA is entitled to use contractors, service-providers or any other third party, whether affiliated or unaffiliated to THPA, in order to fulfil its obligations under the Concession Agreement, as well as for any works and/or operations within the Port Area.

The Conventional Port Tariff Schedule sets out the tariffs for the provision of the corresponding services charged by the THPA to its customers.

In case a Customer introduces any vessel not fully fit for its purpose, resulting in THPA not being able to load/discharge it an appropriate manner, THPA retains the right either to refuse to provide its services to the particular vessel either to revise the tariff provided for the particular vessel operations.

THPA may upon its own discretion enter into special agreements with existing or new customers for volumes handled through the port.

### **3. Services & Facilities**

THPA provides the resources at its disposal to ensure proper execution of the operations.

THPA, at its own discretion, shall decide whether safety has been ensured and whether external and/or climatic conditions allow the proper execution of its operations.

THPA reserves the right to postpone its operations until the required safety conditions are met and appropriate external and / or climatic conditions are in place.

THPA will provide the following services and facilities to the Customer:

- a) allocate a berth for the occupation of any Vessel, the berth assignment is based on the sequence of arrival, as declared to the Anchorage Service of the Harbours office. The berthing allocation is determined by THPA's operational planning based on:
  - i) the technical specifications and on the land infrastructure for a safe loading/discharging of the vessel (depth, length and state of quay, ramp or land facilities, quay equipment, equipment manoeuvre space and other),
  - ii) the operation of service zones for the diverse categories of vessels and cargo (Ro-Ro, bulk cargo, general cargo, and other).

THPA is entitled to apply the above and/or any other criteria at any time, in order to accommodate efficient and proper port operations. THPA is entitled to change the berthing order as to ensure the port's efficient and proper operations and/or accommodate regular and frequent shipping services.

- b) services and facilities for the discharging, loading, handling, transporting, weighing, and storage of Customer's Cargoes at the Conventional Port.
- c) Implement the ISPS Code within the Port Facility (permanent or temporary).

THPA reserves the right to temporarily refuse or restrict access to all or parts of the facilities of the Port of Thessaloniki or services on reasonable grounds, such as during maintenance works or for safety reasons.

ThPA S.A. reserves the right to modify its operational procedures in accordance with the applicable Health and Safety regulations

### **4. Tariffs/Charges**

- a) THPA levies the Port Services Charges for the services provided within the port area and for ancillary services.
- b) THPA levies Port Infrastructure Charges for the provided infrastructure and superstructure.
- c) The Charges will be applied in accordance with THPA's Tariff Book. THPA has the right to provide a special written agreement to its Customers.
- d) THPA will issue all relevant invoices immediately after the services have been

provided or during the provision of these services.

- e) Any service that is not included in the present or/and the Conventional Port Tariff Schedule, will be charged according to a written agreement with the Customer, which will be concluded prior to the provision of the service.

## **5. Payments**

- a) The Customer shall pay for the services provided by the Conventional Port the respective charges as these are specified from time to time by THPA.
- b) Such charges shall be payable by the Customer within the payment deadline defined herein, unless otherwise agreed by THPA, without any possibility of reduction or deferment on account of any claim, counterclaim or set off.
- c) THPA can issue final or intermediate invoices at any time.
- d) The charges for the services to be provided are pre-estimated and the corresponding amount should be deposited by the Customer prior to the commencement of the operations, unless otherwise agreed in writing. The final invoicing of charges and financial set off are made after the completion of the provided services.
- e) If the Customer fails to fulfil the aforementioned obligation to make a deposit, THPA shall be entitled to refuse, suspend, interrupt or terminate the provision of the services without the requirement of any written warning or formal notice. The same applies if the Customer fails to perform any other obligation towards THPA. THPA does not bear and shall never accept any liability for any damage caused as a result of the above.
- f) THPA will issue invoices to the Customer detailing all Tariffs, charges, refund amounts and taxes payable by the Customer.
- g) Invoices shall be payable by the Customer within thirty (30) days from the issuing date of the invoice.
- h) Interest at the rate of 5 points above the current EURIBOR - 1 Week rate is payable on charges remaining unpaid thirty (30) days from the issuing date.
- i) In case of disputed amounts in an invoice, the Customer shall pay the undisputed invoice amount of the invoice and shall file a written complaint within fifteen (15) days of receipt of the invoice for the disputed amount. Failure to lodge a written report within the above deadline implies the acceptance of the full debt by the Customer.
- j) If any tax such as a consumption tax, a value-added tax, a goods and/or services tax or similar tax (the "Tax") is liable by law to the Customer and relates to the Services rendered under these General Conditions, is paid by the Customer, who is liable to reimburse to THPA an amount equal to the Tax, in addition to the current tariff rates.
- k) All Customer payments will be paid in the currency in which the Tariffs are levied. Payments/credits made on behalf of the Customer will be accompanied by relevant supporting documents, the submission of which to THPA will precede the payment/credit.

## **6. Operational Requirements**

- a) The operating procedures applicable at the Conventional Port are set out in the Operating Manual.
- b) In case the Customer has special operational requirements, the Customer shall notify THPA in writing about these special operational requirements. THPA will endeavor in good faith to fulfil the Customer's special operational requirements into THPA's operating procedures.

## **7. Obligations/Liabilities of the Parties**

### **7.1 THPA Obligations/Liabilities**

THPA must provide services in compliance with the rules of the port industry and good professional practice. THPA's responsibility is judged in compliance with the applicable provisions of the Greek legislation, the terms provide by these General Terms and Conditions, as well as the customary practices at the port of Thessaloniki. THPA's responsibility is strictly limited to any direct damage caused to its Customer or third parties in the premises of THPA for any proven fault committed by its employees, or sub-contractors acting under the full supervision and instructions of THPA. THPA is responsible for malfunctions or losses only when the latter directly result from its objectively proven fault. Indirect damages of loss of income or profits in no way shall be payable by THPA, which bears no responsibility. Indirect damages of any other kind whatsoever including indicatively the shut-down of any establishments, cancellation or deferral of contracts, obligation to pay lawyer fees, demurrage, imposition of fines or any other similar penalties in no way shall be payable by THPA, which bears no responsibility.

### **7.2 Customer Obligations/Liabilities**

The Customer shall be fully and exclusively responsible for any losses, damage and/or other harm caused to THPA, to the equipment and/or tools or materials thereof, in all instances where the above is the result of an action, omission or tolerance on the Customer's part, its employees, servants or emanates from the items placed under its guardianship or due to the employees or other servants thereof.

The following losses and/or damage fall under the responsibility of the Customer towards THPA:

- The losses and/or damages regarding THPA's tools, goods and/or equipment or those placed under its storage or/and guardianship. Such losses and/or damages will raise an immediate obligation for the Customer to the submission of a declaration and a right for THPA for a detailed report of the event and the conduct of a report by an adversarial third-party expert.

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- The losses and/or damages caused by the shut-down (temporary or permanent) of any equipment, tools, goods and/or other materials for repair and the operating losses resulting therefrom.

The Customer is obliged to use suitable and clean vehicles, which are faultless in operation. THPA shall not be responsible for any damage to cargo which occurred as a consequence of an unsuitable vehicle.

The Customer must report any damages to the vessel or the cargo immediately to THPA, and not later than the end of the working shift during which the damage occurred. The captain or the operator of the Vessel shall present to the Port a written damage report. THPA is responsible for the damage only if it was caused from willful misconduct or negligence of its employee or servant while performing their service and if the damage and its cause arise with certainty on the said damage report. THPA reserves the right to call for an independent surveyor working on behalf of its insurer.

The Customer, its representatives or sub-contractors are obliged to respect the security and safety instructions of the Conventional Port. They are responsible for any damage caused by their transport vehicles or the handling of their equipment (unless operated by THPA), in particular those used in conjunction with customs inspection.

The Customer will abide by the Port's operating regulations and/or any other obligation arising from the law and/or every other applicable rule.

The Customer warrants that its employees, sub-contractors, agents and servants in general will comply with the applicable legislation.

The Customer warrants that its employees, sub-contractors, agents and servants in general will comply with the instructions and/or the regulations as these are set out by THPA, of which he has become aware and accepts them in full.

The Customer will take all measures to comply with the environmental terms described in the Port's Approved Environmental Terms, as in force, and the relevant Legislation.

The Customer will take any and all safety measures necessary to prevent fire, damages and accidents for all its personnel and its partners on board of the vessel.

The Customer will be liable for any damage or loss caused by himself or his staff in the facilities and equipment of THPA during the exercise of his business activity in the port as well as by any act or omission for the required licenses, certifications, for the execution of its tasks, for which it bears sole responsibility. The Customer is obliged to comply with the provisions of the labor legislation, the insurance legislation both for his dependent persons, and for each servant, employee or worker he utilizes in any form of employment within the premises of THPA.

The Customer will be liable for any damage or loss occurs during the execution of his operations, due to defective machinery, owned or leased, which he uses at the premises

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of THPA. The liability of the Customer remains intact and exclusive in case of an accident, body injury, death of any person that may occur during the execution of his operations within the port.

The Customer will abide by the recommendations of the employees of THPA for his work and not leave his workplace, impeding the rest functions of the port.

Personal Protective Equipment (PPE) is mandatory for all persons entering the Port Facility area.

Vessels equipped with their own cranes are required to provide documents certifying their proper operation, as well as their maintenance certificates, which must be submitted to the planning and monitoring department upon the vessel's arrival notification

## **8. Liability and Indemnity**

### **8.1 Remedy**

Any legal remedy given by THPA is in full and final fulfilment of its entire obligation and the full and final settlement of its entire liability towards the Customer (under law or contract) for proven error.

THPA bears no responsibility for anything that happens to the cargo, goods and on the premises where the Customer keeps stock accounts approved by the competent Customs Authority and whose use has been conceded to the Customer, unless due to the fault of THPA's employees or servants. The same applies for accidents, deaths and injuries to people or things in these premises.

### **8.2 Physical loss or damage**

Subject to the compliance of the Vessel's operator and its crew with the safety rules and safe practices, THPA is liable for any direct loss or damage, including costs and expenses incurred by it, in respect of the following, which are proven to have been caused by negligence or willful misconduct:

- (a) loss of or damage to any Vessel berthed at the Conventional Port, including their gear and equipment.
- (b) loss of or damage to any cargoes or goods, whilst under THPA's custody or control, namely:
  - i) from its discharge from the Vessel until the time of loading onto the truck or rail wagon or
  - ii) from its delivery to THPA from the truck or rail wagon until the time of its loading onto the Vessel; and
- (c) death or injury suffered by any person on board of any Vessel berthed at the Conventional Port. However, THPA will not be liable for accidents to persons not

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complying with the THPA safety regulations and/or the instructions of its personnel as well as with the Safety Regulations of the Harbour's Office, unless it has expressly approved their non-compliance, as well as for accidents that occur to individuals who do not act (in the sense of action, omission or prevention) in the way that the average prudent person with the same specialty and profession acts, in the respective conditions. By the fact of entering the Port, the Customer expressly accepts and agrees to – in its own name and on behalf of its employees, agents, suppliers, sub-contractors and servants – the regulations, guidelines and notices, which are effective at the Port and to the Safety Regulations imposed by Legislation of which he became aware of.

### 8.3 Liability and Indemnity

- (a) The liability of THPA towards the Customer for physical loss of and/or damage to a Cargo, whilst in the custody of the Port (i.e. from the time of receiving up to and including the time of completion of loading onto any Ship or transporter, including loading completion time) exists only if such loss and/or damage was caused exclusively by a deliberate or negligent manner of THPA, its agents or servants acting in the course of their employment or any Sub-contractors acting under the full supervision and instructions of THPA, and shall be limited to the maximum amount of:

- (i) Conventional Cargoes Damage (except Project Cargoes)

**Three (3) times** the price of services related to the causation of damage, i.e., stevedoring, land side operations or storage, respectively. THPA'S liability is always limited to the actual volume of cargo damaged, and a maximum amount per incident of

**THREE HUNDRED THOUSAND EUROS (300,000€).**

- (ii) Project Cargoes Damage

**Five (5) times** the price of services related to the causation of damage, i.e., stevedoring, land side operations or storage, respectively. THPA'S liability is always limited to the actual volume of cargo damaged, and a maximum amount per incident of

**FIVE HUNDRED THOUSAND EUROS (500,000€).**

- (b) The limitation of liability per incident under this Term relates to the whole of any losses and damages which may arise upon per incident, even if such loss and/or damage is sustained by more than one person. The limitation of liability applies whether the liability arises from customary law or under any written law and notwithstanding any contrary provision in the legislation provided that the limitation of liability is not contrary in any case to mandatory provisions.

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- (c) THPA is liable to the Customer for any loss and/or damage to a Ship (including gear and all other equipment) only where such loss and/or damage was proven to have been caused by willful misconduct or negligence of THPA, its agents, servants acting in the course of their employment or any Sub-contractors acting under the full supervision and instruction of THPA. Notwithstanding anything contained in these General Conditions or elsewhere, the liability of THPA to the Customer per incident is limited to the maximum amount of
- i) **FIFTY EUROS (50.00€)/GRT** for vessels up to 10,000 GRT
  - ii) **SIXTY EUROS (60.00€)/GRT** for vessels exceeding 10,000 GRT.

Always limited to the maximum amount of **SEVEN HUNDRED FIFTY THOUSAND EUROS (750,000€)** per incident.

- (d) THPA is not liable to the Customer for any loss and/or damage to Hazardous Cargo or for any loss, delay, damage arising out of bad stowage, unless caused by proven negligence or willful misconduct of THPA, its agents, servants acting in the course of their employment or any sub-contractors acting under the full supervision and instructions of THPA. In that case, the liability of THPA towards the Customer per incident is limited to the maximum amounts of liability set out to this clause.
- (e) The Customer is liable for and must fully indemnify THPA, its servants, agents and sub-contractors against any claims or suits, including costs and expenses incidental thereto, which resulted from loss of or damage to any property and death or injury suffered by any person caused by the negligence or willful misconduct of the Customer, its servants or agents pursuant to these Terms of business or otherwise.
- (f) THPA is not, under any circumstances whatsoever, responsible for or liable to the Customer for:
- any consequential or indirect loss or/and damage or
  - any loss of profit or revenue.
  - loss of savings, cancellation, or deferral of contracts; damage to goodwill or reputation; or delay howsoever caused, even if the above are due to any breach by THPA of its obligations under these General Conditions or its breach of duty, negligence or gross negligence.
- (g) THPA is liable for any claim of the Costumer for indemnity contained in these General Conditions, with respect to any claim for physical loss or damage caused in a deliberate or negligent manner by THPA, its agents, servants, acting in the course of their employment or any Sub-contractors, acting under the full supervision and instructions of THPA, only if the Customer:
- within seven (7) days after becoming aware of the claim, notifies THPA in writing of its claim along with all the details of the Claim in the actual knowledge or possession of the Customer at the time. Details of the Claim becoming known to

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it at any time, thereafter, should be communicated immediately to THPA.

- take such other steps as may be necessary or as THPA may reasonably require in order to avoid or mitigate the Claim.
  - where the Claim relates to a claim by any third party against the Customer, not admit liability or make any offer, promise, compromise or settlement with the third party without the prior written consent of THPA (which consent shall not be unduly withheld or delayed), and
  - where the Claim relates to a claim by a third party against the Customer, at the request of THPA and at THPA cost, cooperate with THPA or its insurers, in the defence, settlement and/or counter claim of the Customer.
- (h) Notwithstanding the remaining provisions of these General Conditions, the maximum aggregate liability of the THPA to the Customer per calendar year regardless the number of the incidents shall in no circumstances exceed **ONE MILLION EUROS (1,000,000€)** for any physical loss or damage, caused by wilful misconduct or negligence by THPA, its agents, servants, acting in the course of their employment, or any Sub-contractors, acting under the full supervision and instructions of the THPA. THPA is also not liable for any claim or liability with a value of less than two hundred fifty Euros (€ 250).
- (i) Except as provided in this Clause, THPA is not under any liability to the Customer whether in contract, tort or otherwise for any damage or physical loss resulting from the use of the Port and the provision of the Port Services or from any work done in connection therewith unless caused by negligence or wilful misconduct.
- (j) THPA does not give any warranty or representation that the Vessel will not ground whilst approaching, leaving, or lying alongside the Port's quays. Each Vessel approaching, leaving and whilst lying alongside the Port's quays does so at the sole risk and responsibility of the Customer, who also carries the risk.
- (k) THPA is not liable in any way for any damage or losses suffered or incurred during the berthing and un-berthing of any Vessel which is not caused exclusively by the proved negligence or wilful misconduct of THPA, its agents, servants, acting in the course of their employment, or any Sub-contractors, acting under the full supervision and instructions of THPA, or where it is established that the Customer or the Master of the Ship has failed to take all the necessary measures so as to avoid damage or injury.
- (l) The Customer is solely responsible for any damage to the Wharf and or/to the Port, equipment, fenders, mooring bollards, vessels belonging to THPA or any third party, caused during or arising from the act of berthing or unberthing, whether by reason of incompetence, default or negligence of the Pilot in-charge of the ship belonging to, chartered to, used by the Customer, either as a result of insecure or improper mooring of the ship whilst alongside the wharf/berths, and shall hold THPA indemnified, by

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payment on demand, against all claims, when demands, losses, costs and expenses arising from any such damage are determined, except if the damage is solely caused by negligence or willful misconduct of THPA, its servants or sub-contractors.

- (m) The Customer and the Master of the ship are responsible for the ship whilst using any of the quays in the Port, and its safety is the sole responsibility of the Customer. The Customer is held responsible for any loss and/or damage that may arise from faulty navigation, or by reason of its breaking adrift from her moorings. No instruction or direction given, or act performed by THPA or its officers shall place any responsibility upon the THPA, with respect to the security or safety of such ship, unless it is proven beyond doubt that such instruction or direction was not reasonable under the particular circumstances of each incident.
- (n) In the event a ship drifts away from the Port while berthing or otherwise, it will be the sole responsibility of the Master of the ship and the Customer, unless it was caused by the THPA's or its employees acts or omissions.
- (o) THPA is not responsible or liable for the following events:
  - Any non-compliance with the ISPS code, or any other related and necessary requirements, which may prevent a ship from being permitted to berth at a Wharf in the Port.
  - Breakdown, fire, explosion, sinking or any accident or incident which occurs on the ship, caused solely due to the Customer, ship owner's or ship operator's fault resulting in the ship being denied permission to berth at a Wharf in the Port.
- (p) THPA is not responsible or liable for any incorrect or delayed delivery of any cargo, which is insufficiently, incorrectly, or otherwise not properly and completely marked and/or the full details in respect of such delivery have not been provided to THPA. THPA is not under any circumstances, responsible for or liable in any way for any damage to cargoes or diminution to their values caused by rust, rain, typhoon, flood, tempest, lightning, unforeseen or severe fire or any similar event or occurrence, unless the damage or diminution was caused by non-compliance of THPA with its Customers specific written instructions, the compliance with which would prevent, without any doubt, the damage to the cargoes or diminution to their values.

## **9. Insurance**

THPA is under no obligation to maintain insurance of cargo or any merchandise of the Customer.

### **The Customer shall:**

- (a) takeout and maintain adequate hull and machinery and P&I Insurance in respect of its Ships, the later from a Club being a member of the International Group of P&I Clubs, together with insurances adequate to cover its liabilities under these General Terms.
- (b) if so requested, in case of accident, pollution and damage, to provide the Conventional Port with a copy of the certificate of insurance confirming that these requirements have been complied with. Such request or absence of such a request

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shall in no way be construed as waiving by THPA of its requirements for the Customer to arrange insurance required by law or under these General Terms.

The Conventional Port reserves the right not to allow vessels to enter Port, if they do not have sufficient hull and machinery and P&I Insurance, the later from a Club being a member of the International Group of P& I Clubs, together with insurances adequate to cover its liabilities under these General Terms.

### **10. Safety, Security and Environment**

- (a) The Customers or their representatives, employees, or sub-contractors and generally its servants thereof must always act in compliance with the rules of security and safety in the Conventional Port perimeter and in all its actions must remain respectful of the environment.
- (b) All persons and goods must enter or exit the Conventional Port via designated entry or exit points. Access to the Conventional Port is controlled at the gate by staff and/or THPA representatives/sub-contractors etc.
- (c) The Customer must obey the instructions provided by THPA, as communicated verbally, written, or indicated on any sign affixed.
- (d) Every pedestrian must wear the safety high-visibility jacket/vest, helmet, and footwear. The vehicles authorized to enter shall be driven with the utmost care at a speed of a maximum of 30km per hour unless traffic signs indicate lower speed limit.
- (e) The work teams and the Customers are responsible for the safety, control and effective management of access on board. THPA declines all responsibility in the event of intrusion of a stowaway on board ships in any manner whatsoever.
- (f) For delivery or removal of cargo, the Customer must use at the Conventional Port vehicles in good condition, duly insured and at all compliant with the Greek and international regulations currently in force. The vehicles must be suitable for use, clean, without any problems to their operation.

THPA bears no responsibility for any damage during the delivery or removal of cargo, that is a result of an unsuitable vehicle.

Trucks, during bulk cargo transportation should use sideboards to minimize spillage and pollution, if this is deemed necessary from standard practice or imposed by THPA.

- (g) Vehicles carrying dry bulk cargo, while not operating discharge/loading services, must be covered during their stay at the port premises.
- (h) The Customer is required at any time to comply with the regulations of the Conventional Port and the Port in general and take all the measures necessary for any goods subject to a specific regime.
- (i) No person shall loiter at the quay area during loading/discharging operations, except on official duties.
- (j) By the fact of entering the Conventional Port, the Customer expressly accepts and agrees to – in its own name and on behalf of its employees, agents, suppliers, sub-

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contractors and generally its servants– the regulations, guidelines and notices, which  
are effective at the Conventional Port.

## **11. Force majeure**

- (a) Both parties are excused from performing their obligations under these General Conditions if and to the extent and for the duration that they are prevented from doing so by reason of Force Majeure, as specified in this article.

“Force Majeure”, as defined herein, constitutes an event, exceptional and unforeseen, or circumstance beyond the reasonable control of the Affected Party including, but not limited to, any act of God, act of public enemies, war, warlike acts, terrorism, restraint of governments, riots, all kinds of strikes, lockouts or other labour or industrial disputes, failure of a utility service, insurrections, civil commotion, civil disobedience, flooding, unforeseen or severe fire, restrictions due to quarantines, sanctions which may affect or hinder the conduct of trade or other operations or operations normally carried out in ports, radioactivity, epidemics, storms, tempest, typhoon, tsunami, or any other event or circumstance beyond the reasonable control of the Affected Party.

Notwithstanding the aforesaid, the following shall also be considered as Force Majeure within the meaning of these Terms:

- (i) Restrictions on imports imposed by any authorities,
  - (ii) Confiscation, expropriation or nationalization of Conventional Port assets.
  - (iii) Sudden requisition of Conventional Port assets.
  - (iv) Any law or governmental order, rule, regulation, or direction, in each case outlined in (i), (ii) and (iii), or
  - (v) Any event or circumstance of a nature analogous to any of the foregoing.
- (b) A party claiming Force Majeure must notify the other party setting out the details of the Force Majeure event and how this prevents it from performing its obligations, to the extent possible.
- (c) A party claiming Force Majeure must use its reasonable endeavours, at its own reasonable expense, to overcome the effects of the Force Majeure event preventing its performance of obligations.
- (d) As soon as possible after the Force Majeure event has ceased to prevent a party from performing its obligations, such party will recommence performance of those obligations.
- (e) No party will be liable for loss or damage arising by reason of Force Majeure.

## **12. Declaration & Auction of Unclaimed Goods**

Goods are declared as unclaimed according to THPA Unclaimed Goods Regulation and their auction is also conducted accordingly.

## **13. Miscellaneous**

- (a) The use of the Port shall constitute an acceptance of the terms and conditions herein, and evidence of agreement on the part of all vessels, their Owners, Operators, Charters, Mortgagees or Agents, the Cargo Owners and Customers (Shippers or Consignee), their servants and other users of the Port, that they accept to pay all charges specified, and to be governed by all rules and regulations **applicable in the Port**.
- (b) THPA reserves the right to alter, add new terms, change, amend, replace or remove from time to time any or all terms, conditions or interpretations contained in this document with or without prior notice.
- (c) Nothing under these General Conditions is intended nor shall be construed as granting to the Customer any lease, tenancy or the use of space or any other interest in a Berth, a Platform, the Ancillary Facilities or any part of the Conventional Port.
- (d) Neither party shall be construed or deemed to be or constitute the agent of the other, unless expressly stated herein.
- (e) Any party's rights under this General Conditions are cumulative with its rights under the law.
- (f) No partnership could be created out of this General Conditions and no provision of the latter should be construed on that way.
- (g) No party may assign its rights or obligations under these General Conditions without the prior written consent of the other party.
- (h) Failure by a party to insist upon the strict performance by the other party of any provisions of the General Conditions will not be construed to be a waiver of any right of such party to insist upon strict performance at all times.  
No act, delay or omission of any party shall be deemed to be a waiver of any right of such party unless the waiver is declared unequivocally and in writing. No waiver of rights under these Terms shall constitute a waiver of any other rights.
- (i) Any invalidity or invalid part of a Term shall not, for any reason, prejudice the validity of the rest, the validity of which the Parties accept.

## **14. Notices-Mail**

Notices will be sent to the attention of THPA, at following address:

Administration Building, Pier 1, Port of Thessaloniki, 54625, Greece

email: [secretariat@thpa.gr](mailto:secretariat@thpa.gr)

**15. Governing law and disputes**

- a) The General Conditions are governed by Greek law.
- b) If any dispute or difference arises between THPA and the Customer, they will attempt to resolve the issue amicably. If no such resolution is achieved within twenty-one (21) days of the date on which the issue was first notified by one party to the other parties in writing, any party may submit the issue for resolution by the courts in Thessaloniki, which have exclusive jurisdiction.

# Annex 1 – Conventional Port Services covered by Tariffs.

## 1. General Cargo Handling

### 1.1 Vessel Discharge/Loading, which includes:

- a) Cargo discharge from a vessel onto the quay or directly to awaiting L.M.T.
- b) Cargo loading onto the vessel from the quay or directly from L.M.T.
- c) Cargo discharge/loading from/to Ro-Ro vessels, with the usual stowage of conventional cargo on the vessel.

### 1.2 Cargo Delivery/Receipt to/from L.M.T., which includes:

- a) Cargo delivery to L.M.T. that are to exit the port zone.
- b) Cargo receipt from L.M.T.,

as defined in Section B of the Conventional Port Services Tariffs.

### 1.3 Cargo Transport, which includes:

- a) Cargo loading on the Customer's L.M.T. and its discharge in a new area within the Port Zone.

THPA does not own L.M.T. to provide to the Customer.

- b) Cargo transport to a new area within the Port Zone, with mechanical means.

**Note:** General cargo handling includes the handling of heavy cargoes, OGG cargo, as well as project cargoes. Cargo delivery/receipt and transport services of the specific cargoes is defined on a case-by-case occasion. Un/lashing services of the specific cargoes is defined and quoted on a case-by-case occasion after Customer's request.

The above indicatively described categories include structures or equipment that cannot be broken down into smaller pieces, such as turbines, generators, transformers, compressors, construction equipment, boilers, rolling stock and floating equipment among others.

## 2. Dry Bulk Cargo Handling

### 2.1 Direct cargo discharge/loading from/to a vessel, which includes:

- a) Cargo discharge from the vessel directly on awaiting L.M.T. with the use of a hopper or any other type of equipment suited for this purpose.
- b) Cargo loading on to a vessel directly from L.M.T. with the use of bolts or any other type of equipment suited for this purpose.

### 2.2 Cargo discharge/loading from/to a vessel via quay, which includes:

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- a) Cargo discharge from a vessel on to the quay.
- b) Cargo loading from the quay on to the vessel.

### 2.3 Cargo delivery/receipt, which includes:

- a) Cargo delivery to L.M.T. that are to exit the port zone.
- b) Cargo receipt from L.M.T. The L.M.T. will deliver and dump the cargo, as for the receipt to take place.

### 2.4 Cargo Transport, which includes:

- a) Cargo loading on the Customer's L.M.T. and its discharge by dumping it in a new area within the Port Zone.

THPA does not own L.M.T.

- b) Cargo transport to a new area within the Port Zone, with THPA mechanical means.

## 3. Liquid and Dry Bulk Cargo Handling, with pipelines

### 3.1 The handling includes:

- a) Cargo discharge with the use of pipelines from suitable vessels to L.M.T. tanks or to storage tanks.
- b) Cargo loading with the use of pipelines from L.M.T. tanks or storage tanks to suitable vessels.

### 3.2 Terms and Conditions for the liquid bulk cargo handling.

- a) The vessel berthing and the cargo handling takes place according to the terms and conditions of the Port's General Regulations, THPA relevant Bodies Decisions and the relevant legislation.
- b) THPA does not accept for handling Class V liquid chemicals (liquid chemical substances, which are flammable and toxic), as well as liquid fuels.

## 4. Wheeled Cargo Handling (Ro-Ro Operations, coastal shipping Ro-Ro excluded)

### 4.1 Wheeled Cargo handling (Ro-Ro Operations), which includes:

- a) Self-propelled vehicle loading/discharging, directly or via storage area, on/from Ro-Ro vessel.

A self-propelled vehicle is any vehicle that moves on its own motive power and is operated by THPA driver.

- b) Non-self-propelled units loading/discharging, directly or via storage area, on/from Ro-Ro vessel.

A non-self-propelled unit is any vehicle that is unable to move by its own motor power

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and has to be tugged, towed by THPA tug masters and drivers.

No cargo or trailers are allowed to be stationed/parked at the quay/near quay areas except where it is a trailer to be loaded directly (during loading operations) onto a ship or to be removed immediately (during unloading operations) after unloading from a ship.

## 5. Container Handling at the Conventional Port

It is noted that container handling at the Conventional Port is performed in accordance with the General Terms and Conditions of the Container Terminal, as described in the corresponding book, with the exception of the following terms that apply as set forth in this issue of the General Terms of the Conventional Port:

- Working hours when the vessel is not transporting exclusively containers.
- Operations planning and the corresponding deadlines for submission and cancellation.

For the services provided to containers handled at the Conventional Port are applied Container Terminal Tariff Book charges, with the exception of the services 5.2 (Handling of Ro-Ro transported containers) and 5.3.

### 5.1 Container handling with a use of a crane, which includes:

- a) Container discharge from the vessel onto the quay, under the crane tackle.
- b) Container loading from the quay, under the crane outreach, onto the vessel's deck.

### 5.2 Handling of Ro-Ro transported containers, which includes:

- a) Container Roll-off discharge/exit from the vessel (Roll-off).

The service includes, if required, the provision of THPA mechanical and other transport means for the following:

- (i) container's loading from deck onto a means of transport,
- (ii) transport mean's tug service from the vessel's stowage area to dock,
- (iii) container's discharge from a means of transport on dock.

- b) Container Roll-on loading/entry onto the vessel. (Roll off)

The service includes, if required, the provision of THPA mechanical and other transport means for the following:

- (i) container's loading from dock to transport means
- (ii) transport mean's tug service from dock to the vessel's stowage area
- (iii) container's discharge from a transport means on the vessel's stowage area.

### 5.3 Stuffing/Unstuffing Containers

- a) Stuffing/Unstuffing and loading/Unloading cargo services to/from truck
- b) Cargo Storage services
- c) All related or resulting services from the above (a & b), based on the General Terms and the Conventional Port Tariff book.

### 5.4 Other services, which include:

- a) Any other service to containers according to the Container Terminal 'sTariff Schedule.

## **6. Additional Services**

### **6.1 Mechanical means use, which includes:**

- a) Mechanical means use in the vessel's holds.
- b) Bulk cargo accumulation.
- c) Re-arranging/trimming of bulk cargo on the quay or the vessel.
- d) Bulk cargo transport.
- e) Mechanical means use during the Ro-Ro transport of General Cargoes, with the usual stowage method.

### **6.2 Cargo storage, which includes:**

- a) Storage per day and per tonne at open or closed storage areas.
- b) Storage per square meter and per month.

### **6.3 Truck weighing, which includes per weighing cycle:**

- a) Empty truck weighing for tare.
- b) Loaded truck weighing.

### **6.4 Wagon maneuvers (shunting), which includes:**

- (a) The use of shunting locomotive for the wagon manoeuvres (shunting) inside the port area.

### **6.5 ISPS**

- a) Implementation of the requirements of the International Ship and Port Security Code. Reference chapter XI-2 of SOLAS Convention 1974/1988 and the THPA's Port Facility Security Plan. The charge is levied against cargoes that berth/stern within the Port Facility – ISPS (permanent or temporary).

### **6.6 General cargo or Bulk cargo shifting, which includes:**

- a) Cargo shifting from the vessel's hold or deck directly to another hold or deck of the same vessel.
- b) Cargo shifting from the vessel's hold or deck through the quay to a hold or deck of the same vessel.

### **6.7 Additional security services, which include:**

- a) Provision of security personnel, following the Customer's application.

### **6.8 Opening/closing of hatch covers, which includes:**

- a) Opening of hatch covers and their shifting either on the quay or on top of another hatch.
- b) The shifting of a hatch covers from the quay or from another hatch cover and its closing.

## **7. Out of vessel Cargo operations**

### 7.1 Non vessel Cargo operations, which include:

- a) Cargo discharge from L.M.T. inside the port zone and the particular cargo subsequent loading on L.M.T. that are to exit the port zone.
- b) Trucks entering the Free Zone for Customs Formalities and direct exit.
- c) Trucks entering a designated area outside the Free Zone, for export Customs Formalities and direct exit.

# Annex 2 – Operations Manual

## 1. Working hours

The Conventional Port's working hours for vessel operations (loading/discharging) and landside operations, are as follows:

### 1.1 Normal Working hours schedule

Monday to Friday	07.00 hrs to 23.00 hrs
Saturday	07.00 hrs to 15.00 hrs

It is noted that the operations are carried out in two (2) shifts:

1<sup>st</sup> shift: from 07.00 hrs to 15.00 hrs

2<sup>nd</sup> shift: from 15.00 hrs to 23.00 hrs

### 1.2 Overtime Working hours schedule (Working hours outside normal working hours)

Monday to Friday	after 23.00 hrs
Saturday	after 15.00 hrs
Sunday & holidays	All shifts

The Over-time work for the weighing bridges and wagon maneuvers (shunting) for Saturday starts at 07.00 hrs.

The following holidays are observed by THPA as official holidays and will be considered as Overtime days at the Conventional Port:

- 6<sup>th</sup> of January (Epiphany)
- Shrove Monday
- 25<sup>th</sup> of March
- Good Friday
- Holy Saturday
- Pentecost
- 15<sup>th</sup> August
- 26<sup>th</sup> of October (Saint Demetrios)
- 28<sup>th</sup> of October

### 1.3 Schedule of Holidays (Non-Working Days)

The following holidays are observed by THPA as official holidays that no services and operations are provided by the Conventional Port:

- 1<sup>st</sup> of January
- Easter Sunday

- Easter Monday
- 1<sup>st</sup> of May
- 25<sup>th</sup> of December (Christmas day)
- 26<sup>th</sup> of December

## **2. Berthing/Unberthing Operations**

### **2.1 Estimated time of arrival (ETA) – Pre-Arrival General Declaration**

The Naval Agent of the vessel will provide a sailing schedule not later than 72 hours before Vessel's ETA, by sending an e-mail with the Vessel Pre-Arrival General Declaration to the competent department. Any subsequent changes will be promptly notified to THPA.

Changes to the ETA will be allowed until:

- a) The Vessel 's departure from the previous port, if the duration of the journey is less then 24hrs
- b) 24hrs before the Vessel's arrival, in any other case.

Non-compliance with the above will exclude the vessel from the planned berth allocation and the assignment of resources, unless conditions allow the service of the vessel and its cargo.

The Vessel Pre-Arrival General Declaration shall specify the following information at a minimum:

- a. Expected date & time of arrival
- b. Name of vessel
- c. Vessel's IMO number
- d. Length overall of vessel (LOA)
- e. Draught of vessel
- f. G.R.T.
- g. Flag
- h. Nature & quantity of cargo to be handled
- i. Vessel agent and/or authorized representative
- j. Cargo Agent(s)

### **2.2 Documentations**

a) The Agent of the Vessel or/and the Cargo will be responsible for the date and time of arrival. Amongst his obligations is the obligation to inform THPA in time, being liable fo any damage caused by such an omission.

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b) The Agent of the Vessel will, before the ETA of each Vessel or the corresponding deadline, ensure that s/he (the Customer) or persons authorised by him/her will submit by electronic means the following confirmations in respect of the Cargo on the Vessel within the following deadlines:

<b>Information</b>	<b>Deadline (hrs before ETA)</b>
<b>Cargo shipping documents (manifest)</b>	24 hours*
<b>The required information and drawings for the safe loading/discharge of vessels transporting dry bulk cargo according to the legislation in force</b>	24 hours*
<b>Discharge permit for fumigated cargo by the relevant Authority, where applied</b>	2 hours before the start of operations
<b>Notice of wastes and residues disposal</b>	24 hours*
The notice must include, among other details, the nature and quantity of wastes and residues the vessel intends to dispose of.	
<b>Notice of Bunkering</b>	8 hours before bunkering
<b>ISPS Notification Document</b>	24 hours*
<b>Any other document required by THPA (e.g. weighbridge operations application)</b>	24 hours*

\* For vessels that the duration of their journey is less than 24hrs, the deadline for submitting the relevant confirmations is no later than the departure of the ship from the previous port.

c) The cargo's import manifest must include all the data provided by the relevant legislation as well as the following:

- i) In transit goods per article.
- ii) Dangerous cargo, according to the IMDG Code, per article. The information will include the degree of hazardousness (IMO class) and the correct technical name.

THPA will be entitled to work on the Vessel in reliance on such confirmations.

d) The failure to comply with above deadlines entitles THPA to allocate the berth to another vessel.

e) The Vessel will unberth from the Conventional Port designated quay immediately after the loading/discharging operations are completed, under the responsibility of the Customer. Extension of stay at the berthing position can be approved, following a written application by the Customer, and under the strict condition of the unimpeded performance of operations of the vessels scheduled to be serviced.

### 2.3 Request for Resources (Gangs - Mechanical Equipment) – Deadlines

- a) Operations planning shall be carried out following the written submission of a request/application by the Customer or persons authorized by him/her to THPA's competent department, which at its absolute discretion, determines the operations, allocates the workforce and the required number of mechanical and/or other means. This request/application is mandatory for any vessel loading/discharging and any landside operation. The request/application is submitted electronically to the following e-mail address: [312@thpa.gr](mailto:312@thpa.gr) In cases of late requests made during an active shift, a 50% surcharge on the price of the provided service shall be applied, provided that the request is fulfilled and executed within the current shift.
- b) Priority for the allocation of personnel and means shall be provided to vessels, based on the order of commencement of the vessels' loading/discharging operations.
- c) The number of mechanical and other means and workforce allocated for operations is determined by THPA's competent department, taking into account vessel priority, mechanical means availability, quays availability, mechanical means overall demand, vessel size and cargo type, vessels waiting to be served/operated and other relevant factors.
- d) THPA's competent department supervises/monitors the smooth performance of the planned operations (including those performed by 3<sup>rd</sup> parties) and proceeds to additional measures for most efficient port operations.
- e) The deadlines for filing and cancelling the application/request are the following:

Scheduled work	Submission	Cancellation
Monday 1 <sup>st</sup> Shift	Up until 12.00 pm of Sunday	Up until 14.00 pm of Sunday
Tuesday to Friday 1 <sup>st</sup> Shift	Up until 15.00 pm of the previous day	Up until 20.00 pm of the previous day
Monday to Friday 2 <sup>nd</sup> Shift & 3 <sup>rd</sup> Shift	Up until 19.00 pm of the previous day	Up until 09.00 am of the same day
Saturday 1 <sup>st</sup> Shift	Up until 14.00 pm of Friday	Up until 20.00 pm of Friday
Saturday 2 <sup>nd</sup> Shift & 3 <sup>rd</sup> Shift	Up until 14.00 pm of Friday	Up until 20.00 pm of Friday
Sunday & Holidays after Sunday	Up until 14.00 pm on Friday	Up until 09.00 am of Saturday
Holidays	Up until 16.00 pm of the business day preceding the holiday	Cannot be revoked

### Continuity of Operations

THPA competent division can decide in its discretion to continue vessel operations without a relevant application by the customer at prevailing Terms and Conditions.

### 3. Work Delays – Gang Cancellation

- 3.1. A work delay during the vessel operations is charged for every employee per hour of delay when this is due, but not limited to:
- a) Delayed arrival/berthing of a vessel, as this is calculated from the starting shift of the scheduled operations.
  - b) Delays in opening/closing hatches, during operations of any shift.
  - c) Delays in vessel readiness/formalities.
  - d) Delays due to damaged/broken down vessel mechanical equipment.
  - e) Delays due to Customs formalities, sanitary control and similar.
  - f) Delayed vessel berth shifting.
- 3.2 The vessel sailing delay is charged per hour when:
- a) After one (1) hour from the completion of the loading/discharging operations, the vessel shall remain arbitrarily at the quay.
  - b) After the approval period, as defined in paragraph 2.2, the vessel remains in the quay.

**Note**

**No delays are charged if:**

- (a) THPA is responsible for the delay or early stop of the shift.**
- (b) Delays are caused by adverse weather conditions.**

- 3.3 Gang Cancellation is charged per employee when this is due to:  
Cancellation outside the time limits provided in paragraph 2.3.

### 4. Customers' & Vessels' Obligations

- a) The Customer shall comply with all applicable laws, rules and regulations.
- b) The Customer will at all times provide THPA with all information necessary for the proper performance and billing of the services in a timely manner.
- c) The Customer will grant all cooperation to THPA, including but not limited to:
  - ensure uninterrupted communication with THPA during operations;
  - instruct all employees regarding necessary safety requirements and ensure their compliance with work safety requirements and rules applicable.
- d) The Customer accepts the loading/discharging operations, as these are scheduled and defined by THPA.
- e) The Customer will perform overtime work in case the port's operational needs dictate

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it. The pricing for the above overtime work shall be made in accordance with the overtime increases provided by the “Conventional Port Services Tariffs”.

- f) The Customer will take all necessary measures for an unimpeded performance of loading/discharging operations.
- g) The Customer will ensure the timely completion of Customs Procedures and of Procedures related to other Public Authorities.
- h) The Customer will ensure a continuous and smooth receipt of its cargoes from the Port to minimize waiting time (downtime), avoid congestion and ensure optimum port operations.
- i) The Customer is liable for the correct attachment of the cargo to the trailer and its correct berth (lashing). In case of error regarding the attachment of the cargo, he must timely inform the competent officials, before departure. No cargo or trailer is allowed to be/park on the quays other than those scheduled for loading or discharging.
- j) The Customer will ensure that the vessel's loading/discharging equipment are in good state of operation.
- k) The Customer will ensure that the vessel can provide adequate lighting, particularly to all areas, where loading/discharging operations are being performed.
- l) The Customer warrants and undertakes to ensure that the vessels to be operated shall be in compliance with all applicable Laws and international standards with respect to safety, stability, seaworthiness, fit for purpose and security including, without limitation, regulations introduced pursuant to the ISPS Code.
- m) The vessel will immediately depart from the quay:
  - Upon completion of the loading/discharging operations.
  - When it is not performing loading/discharging operations for reasons attributable to the vessel or to the cargo.

THPA's competent department, upon written application by the Customer and depending on the relevant circumstances, may approve a longer stay of the vessel.

- n) The vessel will shift along the same quay, when THPA's competent department decides it as a necessary measure to accommodate the operations of another vessel.

Shifting along the same quay is not considered a change of berth.

Expenses for change of berth or shifting along the same quay using tug services – mooring services are borne by the vessel that is going to be serviced and not by the vessel being shifted or changed berth.

- o) The vessel must immediately and fully abide by the decisions of THPA's competent division, regarding the change of berth to another quay or departing out of port at their own expenses in case of court injunction upon the vessel or the cargo, should this be imposed by port operational needs.

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- p) The Customer will be responsible for the safety of his/her employees when they are in the Port Area.
- q) The Customer shall ensure that its employees and agents follow the applicable health, safety, security and environmental laws, rules and regulations and comply with the respective procedures set forth by THPA.
- r) The Customer shall take all required safety and security measures in order to prevent fire, damages and accidents to:
  - working personnel,
  - port facilities and infrastructure,
  - equipment and superstructure,
  - third parties.

## 5. Cargo Receipt / Delivery

### 5.1 Cargo Receipt

- a) THPA is considered to have received the cargo when:
  - (i) The cargo discharged from a vessel is placed on the quay or is directly received by L.M.T. without the cargo being deposited on the quay.
  - (ii) The cargo discharged from L.M.T. is placed in outdoor or indoor storage areas.
- b) The cargo is received and delivered as externally packed. THPA does not conduct any control or inspection in relation to the content of the packaging, condition, or weight, save for packaging (pallets, boxes, bundles, drums, bags, etc.) that presents obvious external signs of violation or leaks or which is empty of content.
- c) Receipt is based on cargo transportation documents, which are accompanied by a certified translation in the Greek language.
- d) Any cargo mentioned on the shipping documents as “bulk” or “batch” is received and delivered without THPA being liable for the declared quantity and weight, unless, when received by THPA, it is weighed further to the request of the shipper or the owner of the consignment.
- e) When violations, breakings and other any other similar event is established upon receipt, the provisions of the relevant current legislation apply.
- f) If the Customer has not provided complete and /or correct information about the cargo, the Customer will bear any costs arising from an inspection and verification that will be performed by or on behalf of THPA.
- g) THPA will have the right to refuse to receive any cargo or refuse to provide any service or facility:
  - (i) if the Customer has not provided complete and /or correct information about the nature and/or the content of such cargo.

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- (ii) if the cargo is delivered in obviously damaged or defective condition.
- (iii) if, in the reasonable opinion of THPA, the provision of services or facilities may lead to a claim against THPA or
- (iv) if the Customer fails to perform or fulfil any of his/her obligations under the General Conditions.

### 5.2 Cargo Delivery

- a) THPA considers that it has delivered cargo to the Customer when:
  - (i) It has been loaded onto a vessel.
  - (ii) It has been loaded onto L.M.T. in order to exit the Port land gates.
- b) The delivery of cargo takes place further to the submission of the foreseen documents and the payment of tariffs.

### 6. Storage of Cargo

- a) Cargo is stored at Free Zone outdoor and indoor areas, as well as at areas outside the Free Zone, in cases that is permitted by the regulations and provisions in force.
- b) THPA reserves the right to refuse to receive a cargo that raises serious doubts about its safe handling and storage.
- c) No hazardous cargo or wastes may be stored. In the particular instance, the cargo will be accepted by THPA only if it is directly discharged from a vessel (not to be deposited on the quay) or to be loaded directly onto a vessel (not to be deposited on the quay), according to the relevant provisions of the present.

### 7. Transfer of cargo for operational needs

Any cargo discharged from a vessel shall be removed from the quay as soon as possible in order to allow the normal and smooth operation of the other vessels.

In the case of delayed removal of stored cargo, THPA has the right to transfer this cargo to another place at the expense of the Customer, in order to accommodate the port's operational needs, by informing the Customer three (3) working days prior to the start of the transfer. The transfer expenses will burden the Customer.

### 8. Hazardous Cargoes

- a) Hazardous, according to IMDG Code, cargo storage and stay is not allowed in the port. The Customer will ensure that Hazardous Cargoes are delivered directly after discharging from a vessel or loaded directly onto a vessel. For class 1 goods (explosives) only their direct movement by/or under the auspices of the Hellenic Armed Forces is allowed. An exception is the cargoes that belong to 1.4s class, which is generally allowed to be handled directly.
- b) Waste storage or stay, hazardous or not, is not allowed in the port. The Customer will ensure that wastes are delivered directly after discharging from a vessel or loaded

directly onto a vessel.

- c) Hazardous Bulk Cargo Handling is allowed in the port only if it is permitted by the International Maritime Organisation Bulk Cargo Code.

## 9. Cargo Destruction

In the event of cargo being destroyed, this shall be done by written agreement with the Customer, taking into account the relevant legislation.

## 10. O.O.G./Heavy lifts/Project Cargo

- a) The Customer should inform THPA regarding operational requirements for the handling of such cargo, general view of the cargo and other. The customer will provide information pertaining but not limited to mass and size characteristics, transportation drawings, showing the center of gravity and hooking points.
- b) THPA reserves the right to refuse to handle OOG/heavy lift/project cargoes. For THPA to operate such cargo, it should be within the lifting capacity of its cranes.
- c) If the cargo protection and safe handling requires use of specific frames, crossbeams,

- d) slings, cordage hooks, specific stations and keel-blocks and other means, and if

THPA does not have the necessary equipment, the Customer shall ensure supply of such equipment. The supplied equipment shall conform to all applicable safety requirements and the Customer shall provide to THPA all necessary documentation.

- e) The Customer is obliged to notify THPA in writing at least five (5) days prior to the transport and storage of O.O.G / heavy cargoes/project cargoes at the Port. THPA reserves the right to refuse the storage of such consignments if the above deadline is not met or if there is no available space.

## 11. Machinery & Tools

1. The costs of repairing damage and/or defects to machinery and tools caused by the customer's fault shall be borne by the customer.
2. The usage period begins from the moment the readiness of the machinery and/or tools is requested, even if the customer delays their acceptance, or from the moment of the actual readiness of the machinery and/or tools, if the delay is due to Thpa S.A.
3. The usage period ends at the moment the machinery and/or tools are returned to their permanent location (or to the warehouse) where they are normally kept, or at the moment they are delivered to another customer.

## 12. Other

- a) Any additional service rendered necessary due to Customer's inability to comply with

#### GENERAL CONDITIONS CONVENTIONAL PORT

the Operations Manual will result in an additional charge from THPA. In addition, any direct or indirect damage caused by the Customer's failure to comply with the aforementioned obligations will be subject to an additional charge to the Customer.

- b) ThPA retains the right to invoice additional charges in the event of a false or erroneous statement.
- c) ThPA S.A. reserves the right to provide services within the Port using its own equipment and personnel, unless prior written consent has been granted by its competent departments for such services to be provided by a third party. In the event that equipment or machinery is found to be operating within the Port without authorization, ThPA S.A. reserves the right to charge the customer the amount corresponding to the relevant service as stipulated in the tariff book.

Every operation of the General Terms, as well as the general management of the conventional port, are under the approval of THPA, under the Concession Agreement (Law 4522/2018).