

## **REGULATION FOR THE DECLARATION AND SALE OF UNCLAIMED GOODS OF THE SOCIÉTÉ ANONYME “THESSALONIKI PORT AUTHORITY S.A. (ThPA S.A.)**

### **Article 1**

#### **Goods Declared Unclaimed - Deadlines**

Goods that were unloaded and received by the société anonyme ThPA S.A. and were placed in the warehouses it manages within the Free Zone of Thessaloniki Port, in the case that their owner does not show up to receive them three months after their unloading, or he/she has not filed any documents to determine a new customs destination and pay for the fees/tariffs or other dues owed to ThPA S.A., or in case their owner shall submit a written statement to ThPA S.A. that he/she abandons them, shall be declared unclaimed.

The CEO, or under his mandate, the General Manager of ThPA S.A. shall declare these goods unclaimed after the expiry of thirty (30) days from the date of written notice to their owner or the date of register of ThPA S.A. regarding their incoming abandonment document and following relevant recommendation by the competent director. In case of abandonment, the owner of the goods shall be obliged to pay all the fees/tariffs or other dues owed to ThPA S.A., as well as any other cost that may arise due to their abandonment.

### **Article 2**

#### **Lists and Protocols of Unclaimed Goods**

Three (3) months after their unloading, and within thirty (30) from that date, the manager of goods that remain in ThPA S.A. warehouses of must submit to the competent Division a list, where article 1 goods will be accounted. The above three-month deadline is indicative and shall have no impact on the legality of recovery of the respective storage and other ThPA S.A. fees/tariffs of for the period beyond this deadline. The competent Division shall prepare the unclaimed goods' lists with the relevant documents and the related unclaimed goods' protocols. A debit note for the fees/tariffs or any other dues owed to ThPA S.A. shall be attached to each issued unclaimed goods' protocol. The unclaimed goods' protocols shall include all the relevant documents, as well as any other information, which may be useful for the recovery of the fees/tariffs or any other dues owed to ThPA S.A.

The competent Division shall issue the unclaimed goods' protocols in four (4) copies, according to the manifest and the bill of lading. One (1) copy shall be kept by the management of unclaimed goods and is filed with serial number and shall constitute a book for monitoring them. The remaining three (3) copies shall be returned and one (1) of them is placed in the manifest file of the relevant department for the payment of the corresponding line item.

The other two (2) copies are forwarded to the Administration concerned. The unclaimed goods' protocols are numbered in numerical order for each financial year.

The goods, if possible, are transferred to an unclaimed goods' warehouse, with the incurring costs. A delivery-reception protocol shall be prepared for goods transferred to the warehouse.

Goods, which are impossible to be transferred to an unclaimed goods' warehouse or in case their transfer is uneconomic or impossible due to special reasons or not deemed appropriate, shall remain in their initial storage area by a decision of the competent Directors on the protocol. The goods are received in writing by the unclaimed goods' Manager. Such a Manager may be appointed both at the Conventional Port Division and at the Container Terminal of ThPA S.A. After the issuance of the unclaimed goods' protocol, the competent Committee shall verify the goods, in accordance with article 3.

The lists with the unclaimed goods are submitted to the Supervising Customs Office.

### **Article 3**

#### **Verification Committee and Verification Documents**

The Verification Committee shall be appointed according to the regulations and provisions governing the organization and operation of ThPA S.A. The Verification Committee shall verify the goods for which an unclaimed goods' protocol was issued.

In cases where, in the reasonable opinion of the Verification Committee, special knowledge is required (of an Engineer, a Chemist or other) in order to ascertain the type of goods, their properties, their use and/or condition, an additional member may participate. The additional member may be an employee of ThPA S.A. or a special scientist with the adequate knowledge. The additional member shall be appointed under decision of the CEO or by his mandate, by the General Director following recommendation of the competent Division.

A special expert or advisor may assist the works of the Verification Committee. The Committee recommends to the competent Division the necessity to be assisted to its tasks by a special expert or advisor. The CEO, or by his mandate, the General Director, following a relevant recommendation of the competent Division, assigns to a special expert or advisor the provision of assistance to the Committee.

The Committee may also recommend to the competent Division the drafting of technical surveys, technical analyses, chemical analyses, other studies and/or analyses pertaining to the fulfilment of its duties. The CEO or, by his mandate, the General Director, following a relevant recommendation by the competent Division assign the drafting of such studies and/or analyses. The appointment of more than one Committees may be required, in cases of numerous verifications.

The Unclaimed Goods' Manager cannot participate in the Verification Committee.

The Verification Committee shall certify, in a document attached to the unclaimed goods' protocol, the identity of the goods and the condition of their packaging materials. The document shall describe the contents of the packages (according to the transport documents), the type, the quantity, the conditions of the goods and the weight of the contents shall be ascertained, if necessary. After the end of the verification, the minutes of the relevant deed shall be signed in duplicate by all the members of the Committee. An original shall be maintained by the Unclaimed Goods' Management and the other shall be submitted by the Chairman of the Committee to the Division handling the unclaimed goods, along with all related documents.

#### **Article 4**

##### **Tender- Sale of Goods**

As soon as the formalities of the previous article have been completed, the CEO of ThPA S.A., or by his mandate, the General Director, shall approve the tender for the sale of unclaimed goods with auction, in accordance with the provisions of this Regulation.

The auction shall be held for maximum three (3) consecutive weeks, on the day and at the time specified in the tender, and offers will be submitted before the Committee.

The tender shall include the starting price, information of the goods auctioned, the place and time of the auction, as well as any other information facilitating the procedure.

A summary of the approved tender document shall be published at least ten (10) days prior to the auction day in at least two (2) daily newspapers, one (1) of which must be local, as well as on the website of ThPA S.A. The publication costs shall burden the highest bidder or the owner of the goods, in case of receipt by latter, after its declaration as unclaimed. A copy of the tender shall be sent to the competent Division to be posted at the Shipping Agents Association of Thessaloniki, the Customs Brokers Association of Thessaloniki, the Thessaloniki Chamber of Commerce and Industry, the Thessaloniki Chamber of Handicrafts, the Chamber of Tradesmen of Thessaloniki, the Economic Chamber of Thessaloniki, the Municipality of Thessaloniki, the 1st Customs Office of Thessaloniki, and anywhere else it is deemed appropriate.

A copy of the tender shall also be affixed out of the hall, where the auction shall take place.

## Article 5

### List of Goods - Obligations of the Interested Parties

ThPA S.A. shall assume no responsibility regarding the quality and actual condition of the sold goods. ThPA S.A. shall assume no responsibility for any inaccurate description of the type and the qualities of goods. The responsibility of ThPA S.A. shall be limited to their proper storage. The goods are auctioned as to the quantities and the weight declared in the transfer documents, unless the Verification Committee considers it necessary to weight them, in accordance with article 3 hereof.

The interested party may examine the goods only visually at their storage spaces, if possible, within the last five days prior to the auction. This examination takes place in the presence of the unclaimed goods' Manager and the warehouse Manager.

The unclaimed goods are sold at the same condition as at the time of their auction to the storage area.

ThPA S.A. following a decision of the CEO or by his mandate, the General Director reserves the right to postpone or cancel the auction or modify the timetable of its completion or repeat it at its discretion, without engaging any responsibility towards the participants. Participation is done under the responsibility of the participants, who are not entitled to any right to compensation or other right, beyond those provided for herein. All participants accept the terms of the auction by submitting their offer.

Unclaimed goods to be sold, which are subject to duties, taxes, fees, and rights of the Public Sector, shall be delivered only after the bidder presents the original completed customs documents, in accordance with the applicable provisions (as they shall apply) before the competent Division. The bidder shall also be obliged to pay any fees/tariffs or others costs due to ThPA S.A. from the day of notification of the auction award decision until the day of receipt of the goods, in accordance with the current List of Tariffs of ThPA S.A.

All relevant provisions regarding prohibition and import limitation shall apply during the sale of unclaimed goods.

## Article 6

### Starting Price

The starting price for each good shall be determined by the Verification Committee according to a market research, based on storage and other fees/tariffs and dues as well as any other costs due until the date of sale.

The price for the sale of unclaimed goods, which are stored as surplus, shall also be determined by the Verification Committee, in accordance with the provisions of this Regulation.

## **Article 7**

### **Right to Participate**

Any natural or legal entity, with the exclusion of any person employed by ThPA S.A. in any form of employment relationship may participate in the unclaimed goods auctions . ThPA S.A. may participate in auctions for the sale of unclaimed goods via the Procurement Department, following decision of the CEO.

## **Article 8**

### **Submission of Offers - Guarantees**

The submission of Good Participation Warranty, bank or financial, amounting to one thousand (€1,000) euros is a prerequisite in order to participate in an ThPA S.A. unclaimed good auction. If the Good Participation Warranty is a Bank Letter, its duration must be at least thirty (30) days. The Good Participation Warranty shall be submitted to the Cashier's Office of ThPA S.A. or as deposit to a ThPA S.A. Bank Account , before the commencement of the tendering procedure and a relevant note/document shall be submitted to the Auction Committee.

Any offers without the appropriate participation warranty shall be rejected as unacceptable.

The warranty shall be returned in case of award to another bidder. In case of award, the warranty letter of the bidder shall be returned upon delivery of the goods, while, in case it is an amount, it may be deducted from the auction price.

For the participation in auctions, as well as for the identification of the participants' information, it is possible to demand the submission within the tender dossier of an Identity Card or Passport, a Notice of Tax Assessment for the immediately previous year, VAT Registration Certificate, Certified Authorisations, Certified Solemn Declarations, Updated Articles of Association or any other document that may be deemed necessary.

## **Article 9**

### **Auction Committee - Sale's Minutes**

The CEO, or by his mandate, the General Director shall appoint the employees of the Auction Committee and their substitutes, as well as the Chairman of this Committee. The written and sealed offers, in default of which they are void, shall not include a condition, they shall be irrevocable and shall be submitted to the Committee on the day and place set out by the tender.

On that date, they are registered on the auction's minutes. The offers shall be signed and stamped by the participant for the corresponding protocol number of unclaimed goods.

Upon the launch of the auction, the Committee shall record on its minutes the identity information of all participants, who have submitted offers and their warranties.

Immediately after declaring the time set for the submission of offers closed, according to the Tender, the Committee shall open the offers and shall record their content into its minutes.

If only one written offer was submitted, the goods are sold to the only bidder. If two or more written offers were submitted, the auction continues through the submission of oral offers between the two bidders, who offered the highest price with the written offers. In case that: a) two or more bidders submitted written offers with an equivalent higher price, the procedure of the oral offers continues between them, b) the written offer with the higher price is only one and two or more bidders have submitted equivalent written offers with the next lower price, these bidders shall participate in the oral procedures. Immediately after, the oral offers are submitted to the Committee. The award will be to the bidder who offers the highest oral offer after having previously done a three (3) times Call for a greater verbal offer. Unless there is an oral offer, the auction goods are awarded to the person who submitted a written offer with the highest price. In case of equivalent written offers with the highest price without submitting an oral offer, the auction employee shall carry out a draw to appoint the bidder.

The Chairman of the Committee shall publicly announce the designated bidder's identity, as well as the price he/she offered. The minutes shall be signed by all the Committee members.

The award of each auctioned good shall be effectuated in accordance with the Unclaimed Goods reference number .

The bidder shall endorse the auction minutes and he/she must immediately deposit a financial or bank guarantee, amounting at least to 25% of his/ her offer or the whole amount thereof. The minutes shall include therein the number of the issued payment note or the information of the respective financial/ bank guarantee.

If the designated bidder does not show up for the signature of the auction minutes and the immediate deposit of the aforementioned financial or bank guarantee, or if no offer is submitted in the first week of the auction, the starting price for the second week of the auction shall be reduced and set to eighty per cent (80%) of the initial one.

If in the second week, the designated bidder does not show up for the signature of the auction minutes and the deposit of the above financial or bank guarantee, or if no offer is submitted to the auction, the starting price for the third week of auction shall be reduced and set to seventy per cent (70%) of the initial one.

If in the third week, the designated bidder does not show up for the signature of the auction minutes and the deposit of the above financial or bank guarantee or if no offer is submitted, the goods shall be auctioned again, in accordance with the relevant article of this Regulation.

The participation guarantee submitted by the highest bidder in the auction shall be forfeited without prejudice to other rights in favour of ThPA S.A. Following recommendation by the Auction Committee and approval by the Council of the Division, according to available information, any person systematically inconsistent with his/ her obligations resulting from this Regulation shall be excluded from the auction for one year.

## Article 10

### Auction Results - Award - Certificate

The sale minutes along with the related documents shall be submitted to the CEO of ThPA S.A. or by his mandate, to the General Director who shall reasonably award or reject its results.

The award Decision shall be immediately notified to the bidder and shall be affixed at the auction site. The natural or legal entity, to the name of whom the auction was awarded, shall be obliged within five (05) working days from the receipt of the award Decision to pay any remaining amount of auction proceeds, as well as the publication costs of the tenders.

In case of a Decision rejecting the offer, the guarantee shall be returned interest-free, without any further rights for the bidder.

If the bidder does not pay any remaining amount of the auction proceeds within the above time limit, the deposited guarantee shall directly forfeit in favour of ThPA S.A. The goods shall either be auctioned in a future auction, if possible, or shall be again declared unclaimed, in accordance with the respective article hereof, without offsetting the guarantee with the result of the following auction.

The unclaimed goods that are sold in accordance with the provisions of this Regulation must be received by the bidder within a time limit set out in the auction notification. This time limit may be extended up to thirty (30) days, following written request of the interested party, which shall be submitted before the expiry of the time limit set out in the relevant tender. If the above time limits expire without receipt and without settlement of the fees/tariffs and other dues of ThPA S.A., the goods shall again be considered unclaimed and a new auction shall follow. The auction proceeds paid shall forfeit in favour of ThPA S.A. The time of receipt of flammable and dangerous goods shall be reduced to ten (10) days from the day of notification of the auction result.



## Article 11

### Reauction of Goods

Goods for which no offer was submitted for three (3) consecutive weeks or goods that the bidder has not paid the whole auction proceeds or goods the bidder did not receive, shall be again declared unclaimed.

These goods shall be auctioned on the following scheduled auction, in accordance with the procedure referred in the articles of this Regulation.

The starting price in the new auction shall be reduced to sixty per cent (60%) of the price fixed by the Verification Committee for the initial auction.

If the designated bidder does not show up for the signature of the sale minutes and the direct deposit of the above financial or bank guarantee or if no offer has been submitted in the first week of the repetitive auction, the starting price for the second week of the repetitive auction shall be reduced to fifty per cent (50%) of the initial one.

If in the second week of the repetitive auction, the designated bidder still does not show up for the signature of the sale minutes and the direct deposit of the above financial or bank guarantee or if no offer has been submitted, the starting price for the third week of the repetitive auction shall be reduced to forty per cent (40%) of the initial one.

In case after the reauction the goods are not sold, then article 14 of this Regulation shall apply.

## Article 12

### Payment of the Auction Proceeds - Default of Receipt of Goods

The beneficiary owner of the goods must pay the auction proceeds to the ThPA S.A. Cashier or to the ThPA S.A. bank account, which shall issue the relevant document of receipt. A copy of the receipt document shall be placed amongst the other documents of the auction in the file of the sold goods. The beneficiary of the goods shall pay the expenses for the publication of the tender. The publication costs are estimated at ten percent (10%) on the bidder's offer, for up to 300 euros and at four percent (4%) for bids of over 300 euros, at a maximum of 60 euros.

ThPA S.A., along with the competent Divisions, shall ensure the financial settlement of any kind of fees/tariffs or any other dues. From the achieved auction proceeds, the claims of ThPA S.A. shall be preferentially satisfied regarding any due fees/tariffs, regarding the unloading, receipt, storage, and any other services for the said goods.

If within one (1) year from the auction date, the owner of the goods that were declared unclaimed and sold submits a relevant request and produces titles proving that he owns them (e.g. delivery order), the competent Division recommends to the Financial Division to pay the remaining amount of the auction proceeds.



If the owner of the goods sold do not submit a request alongside with the ownership titles asking for the return of the remaining auction proceeds, it shall be granted to ThPA S.A. as unpredictable revenue.

In case the competent Division during the settlement of fees/tariffs or any other dues finds out that the achieved auction proceeds are not sufficient to cover all the amounts owed from the sold goods, it shall reduce to the amount said all ThPA SA fees/tariffs, stemming from the ThPA SA Tariff List, which must be collected, and shall issue all legal documents. Then the file shall be set to the archives.

In case of default of receipt of the goods due to the fact that the applicable Customs provisions do not allow the competent Authority to grant a license, the auction proceeds shall be returned interest-free to the beneficiary owner, without any liability of ThPA S.A.

In such case, the beneficiary owner must submit a request within thirty (30) days from the award date. The beneficiary owner must attach to the request all relative supporting evidence of the above Authority.

Then, the provisions of article 14 of this Regulation shall apply.

### **Article 13**

#### **Actions of the Owner of the Goods**

The owner of the goods auctioned as unclaimed, shall be entitled, by way of exception, to request in writing its receipt after the notification of award to the highest bidder in accordance with article 10, in case:

- He/she presents the title deeds.
- He/ she pays all the fees/tariffs and dues owed to ThPA S.A., along with the publication cost for the related tenders, by producing the required documents.
- The whole auction proceeds has not been paid by the highest bidder, to whom the auction was awarded.

The auction procedure shall come to a standstill by itself in this case, without the bidder to whom the goods were awarded to be entitled to any compensation. Any advance payment made by the bidder, to whom the auction was awarded, shall be immediately returned interest-free.

The above right of the beneficiary owner of the goods shall be excluded, in case the beneficiary owner to whom the goods were awarded has paid the whole amount of the auction proceeds, as it is certified by the legal documents prior to the date of the written request, as it is certified by the ThPA S.A. receipt register number.

### **Article 14**

## **Goods not Auctioned**

The competent Agency or the consignee shall be invited to receive within ten (10) days any unclaimed goods that were not possible to sale in the repeated auction. The Agency or the consignee shall be exempted from the fees/tariffs or other dues of ThPA S.A., which are owed for the said goods. If the Agency or the consignee do not proceed to the receipt of goods for reexport within thirty (30) days from its written notification, ThPA S.A. shall proceed to the destruction of their contents and the owner of the goods shall bear the storage fees for one (1) month, the destruction costs, and any other fees/tariffs.

Regarding the goods that are apparently of no commercial value, or their value is very little, or they have become unusable due to damage, so as their disposal is impossible for the coverage of the fees/tariffs or other dues of ThPA S.A., they shall be either re-exported or destroyed by the owners of the goods, as mentioned above.

The destruction of any kind of goods shall be effectuated following recommendation by the competent Division and Decision of the CEO or, by his mandate, of the General Director of ThPA S.A.

The destruction of goods shall be carried out in accordance with the applicable Customs Provisions.

It should be stressed that the goods which, in whole or in part, consist of edible parts or need to go through a phytosanitary or veterinary control, shall not be sold but are destroyed in accordance with the provisions of this Regulation.

## **Article 15**

### **Abandoned Goods**

The owner of any goods may in writing declare that he/she abandons them, mentioning the reasons for that and at the same time depositing their title deeds to ThPA S.A. In such case, the goods are sold off, in accordance with the provisions of this Regulation.

The owner who abandons the goods must pay the fees/tariffs or any other dues to ThPA S.A., until the day of abandonment, as it is certified by his/her written declaration.

ThPA S.A. does not accept the abandonment of goods in case that these goods, in whole or in part, consist of edible commodities or in case that a phytosanitary or veterinary control is required. In such case, their destruction is decided, while their owner must pay in advance to ThPA S.A. their destruction costs. Their destruction shall be carried out in accordance with the above.

ThPA S.A. reserves the right to deny the abandonment of goods:

- in case all of them or part thereof are edible or other goods, for which there is a risk of deterioration and/or a phytosanitary or veterinary control is required,
- in case it is considered dangerous or particularly dangerous in accordance with international codes and conventions
- for special reasons and in case it is considered that, indicatively but not limited to, they are a danger to public health, safety, environment etc.
- for any other reason, justifiably.

## **Article 16**

### **Containers**

Loaded containers which have not been received within three (3) months after their unloading and the fees/tariffs or any other dues have not been paid to ThPA S.A., shall be declared unclaimed in accordance with the provisions of this Regulation. These containers must remain in the storage area or they shall be transferred to a special area, as per the Container Terminal Management judgement, for the entire period needed until their final sale.

If their sale is not achieved after an auction and the repetition of the auction, the competent Agency shall be invited in writing to undertake the container's re-export or its destruction. In such case, the Agency or the consignee shall be subject to the storage fees/tariffs for empty container for one (1) month. If the agency does not proceed to the receipt of the container to be destroyed within twenty (20) days from its written notification, ThPA S.A. shall proceed to the destruction of its contents and the Agency shall bear the storage fees of empty container for two (2) months, the costs of unloading and the destruction costs.

The Agency or the consignee may, by way of exception, demand the emptying of the container after three (3) months in a warehouse of ThPA S.A. or in a private warehouse, located within the Free Zone of Thessaloniki Port holding a permit of custom procedures by the competent Customs Authority. In such case, the Agency shall pay all the fees/tariffs or any other dues of ThPA S.A., until the day of emptying.

The container shall be delivered to the Agency after its emptying. The goods are sold, in accordance with the provisions of this Regulation. If the auction of goods is not possible in two (2) auctions, the goods shall be destroyed at the expense of ThPA S.A., in accordance with the provisions of the Customs Code in case the evacuation is made in the ThPA S.A. warehouses.

By way of exception, are not emptied containers which, in accordance with their manifest, contain goods subject to deterioration or the consumption of which may be dangerous or the competent authorities do not allow their import in the Territory or which are of no commercial

value or which are unpacked or bulk or frozen or goods that may not be transferred to a warehouse.

## **Article 17**

### **Transfer of Property of Sold Unclaimed Goods**

The transfer of property of unclaimed sold goods shall be performed following written request of the beneficiary to whom they were awarded, accompanied by the relevant official invoice, certifying the full payment of the auction proceeds or any other required document.

The beneficiary owner to whom the goods were awarded may in no case be the initial owner of the sold goods.

## **Article 18**

### **Exceptions**

Alcohol, alcoholic beverages and several tobacco products for which it cannot be proven that they comply with the national and Community legislation, are safe and/or suitable for marketing and/or consumption in the European Union and the hazardous IMDG goods are excepted by the provisions of this Regulation.

These goods shall not be declared unclaimed; they shall either be re-exported under the responsibility of the owners of the goods or they shall be destroyed immediately, in accordance with the provisions of the Customs Code. The destruction costs shall be borne by the agency or the consignee.

## **ARTICLE 19**

### **ENTRY INTO FORCE**

The regulation shall enter into force on 22.12.2016.

This decision shall be published on the Government Gazette.

The BoD Chairman

KONSTANTINOS MELLIOS