



# **GENERAL CONDITIONS**

## **Container Terminal**

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Table of Contents

Table of Contents	2
<b>Terms &amp; Conditions</b>	4
<b>1. Defined Terms &amp; Interpretation</b>	4
1.1 Defined terms	4
1.2 Interpretation	5
<b>2. Powers &amp; Jurisdiction</b>	5
<b>3. Services and facilities</b>	6
<b>4. Tariffs</b>	6
<b>5. Payments</b>	6
<b>6. Customer's agent</b>	8
<b>7. Operating requirements</b>	8
<b>8. Responsibilities of the Parties</b>	8
8.1 Customer responsibility	8
8.2 Responsibility of THPA	9
<b>9. Liability and Indemnity</b>	9
9.1 Operational error	9
9.2 Physical loss or damage	10
9.3 Liability and Indemnity	11
<b>10. Insurance</b>	14
<b>11. Safety, Security and Environment</b>	14

<b>12. Force majeure</b>	14
<b>13. Miscellaneous</b>	15
<b>14. Notices</b>	16
<b>15. Governing law and disputes</b>	16
<b>Appendix 1 - Services covered by Tariffs</b>	17
<b>Appendix 2 - Operation Manual</b>	20

## 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:

**Affiliate:** means with respect to a person, any person or entity Controlling, Controlled by or under common Control with that person.

**Agent:** has the meaning assigned in clause 6 .

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

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

**Container:** any 20', 30', 40' or 45' freight container designed or used for the carriage of goods and equipped with corner castings for handling by mechanical equipment and complying with all relevant prevailing ISO standards.

A Container loaded or discharged at the Berth:

(a) from a Customer Vessel, other than an Excluded Container; or

(b) from a slot allocated to the Customer on a Partner Line Vessel or third-party feeder

**Container Terminal:** the land and premises used by THPA, as defined in the concession agreement granted to THPA.

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

**Customer Vessel:** a vessel fitted for the carriage of Containers, Non-standard Containers and Uncontainerised Cargo, which the Customer owns and/or operates.

**Force Majeure:** as defined in clause 12.

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

**Hazardous Cargo:** articles of any kind classified by the International Maritime Organisation as hazardous for man and the environment.

**Non-standard Containers and Un-containerised Cargo:** Containers or cargo accepted for transport/carriage on a Customer Vessel which cannot be handled by means of normal use of Container spreaders, even with special attachments.

**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.

**Out of Gauge Cargo (OOG):** a Container which has not the standard dimensions and can only be handled with the use of special attachments (including over-height frames) to the Container spreader.

Partner Line: a shipping line which, at the time of allocation of a Container slot to it or by it, is party to a consortium or partner slot billing agreement with the Customer with respect to such Container.

Partner Line Vessel: a vessel which a Partner Line owns or charters and operates or manages.

Services: those services set out in Appendix 1 that THPA will provide to the Customer under these General Conditions.

Shipping Agent: is the Agent appointed by any shipping line or Customer vessel.

Tariffs: the tariffs for the Services provided by THPA, as set out in separate document.

Term: the duration of these standard conditions as per page 1 of this document.

Transshipment: means the discharge of a Container from a Customer Vessel and placement in the custody of THPA for the purposes of shipment on another Customer Vessel declared on a transshipment manifest with the ultimate port of destination marked on the Container lodged with THPA prior to the Container is placed in its custody, excluding re-export.

Transit: containers discharged from vessel at the Port of Thessaloniki and carried by truck or rail to foreign countries or vice versa.

## **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).

## GENERAL CONDITIONS CONTAINER TERMINAL

Within the Container Terminal and the Free Zone area, 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 fulfill its obligations under the Concession Agreement, as well as for any works and/or operations to be undertaken within the Container Terminal and the Free Zone area.

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

THPA may upon its own discretion enter into special agreements with existing or new customers for volumes handled through its Container Terminal and Free Zone area.

### **3. Services and facilities**

THPA provides the resources and means at its disposal to ensure proper execution of the services. At its own discretion, THPA shall determine whether safety has been ensured and whether external and/or climatic conditions allow the proper execution of its operations.

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

- (a) allocate a berth for the occupation of any Vessel. In this respect, as standard practise, THPA will allocate a berth on "first come, first served basis" based on the sequence of arrival, except if operational constraints require certain modifications and/or if the customer vessel does not follow the berth allocation or directions given by THPA.

THPA is entitled to apply above and/or any other criteria according to its operational needs..

- (b) license and authorise the Customer to enter and use the Ancillary Facilities for the purpose of storing Customer Containers after their discharge from or prior to their loading into the Customer Vessel
- (c) provide services and facilities for the discharging, loading, handling, transporting, weighing, (un)stuffing and storage of Customer's Containers at the Container Terminal or within the Free Zone area, subject to the conditions and restrictions imposed by legislation.

### **4. Tariffs**

- (a) The Tariffs will be applied as per THPA's tariff book.
- (b) The Tariffs cover the Services provided in respect of Customer Containers and Customer Vessels, regardless of whether these Services have been ordered by the Customer or its Agent, or by any legal representative of the Customer even In case of no specific tariff for any service, a quotation will be provided by THPA, prior to the provision of such service.

### **5. Payments**

- (a) The Customer shall pay for the services provided by the terminal the respective charges as shall be specified from time to time by the terminal.
- (b) Such charges shall be payable by the Customer within the deadline defined by the terminal, unless otherwise agreed by the terminal, without reduction or deferment on account of any claim, counterclaim or set off.

GENERAL CONDITIONS CONTAINER TERMINAL

- (c) The terminal is at all times entitled to demand an advance payment from the Customer, a prepayment, an interim payment or a security that is adequate in its discretion for all claims by the terminal against the Customer now or in the future. If the Customer fails to fulfil such a request immediately, the terminal shall be entitled to refuse, suspend, interrupt or terminate the service without requiring any written warning or notice of default. The same also applies for THPA, if the Customer fails to perform any other contractual obligation towards the terminal. The terminal shall never accept any liability, resulting by the exercise of any right deriving from this article.
- (d) THPA can issue final or interim/intermediate invoices at any time, including for containers still stacked in the Port.
- (e) For amounts remaining unpaid thirty (30) days after the date of the invoice, the terminal can charge interest at the rate of 5 points above the prevailing EURIBOR - 1 Week once the amount is due.
- (f) THPA will issue invoices to the Customer detailing all Tariffs, charges, reimbursable disbursements and taxes payable by the Customer.
- (g) If any tax in the nature of a consumption tax, a value-added tax , a goods and/or services tax or similar tax (the "Tax") is, or becomes payable in relation to these General Conditions under applicable law, and in case the Services rendered under these General Conditions, come directly under the purview of such an enactment/ amendment and the Tax becomes payable by or is recoverable from the Customer in terms and in accordance with such law, then the Customer shall, in addition to the applicable public tariff rates also be liable to reimburse the Terminal for an amount equal to the Tax.
- (h) All Customer payments will be paid in the currency in which the Tariffs, charges, disbursements or tax are levied. Disbursements made on behalf of the Customer will be substantiated by relevant supporting documents.
- (i) The Shipping Agent will be liable for the handling cost of any containers, for power supply to reefers, for destruction cost of any abandoned cargo but not for the storage costs of abandoned cargo above the equivalent of 2 months of empty container storage cost.
- (j) THPA will charge its services according to the following conditions:

CYCLE	SERVICE	INVOICING PARTY
<b>DISCHARGE</b>	Discharge from Vessel to Quay under Crane	Shipping Agent
	<b>Yard services:</b> Lift-on truck/rail (including horizontal transport from vessel's side to stacking area.), storage, reefer, ISPS, and other yard-related services	Shipping Agent or Cargo owner representative
	<b>Loading from Quay under Crane to Vessel</b>	Shipping Agent

<b>LOADING</b>	<p><b>Yard services:</b></p> <p>Lift-off truck/rail (including horizontal transport from stacking area to vessel's side), storage, reefer, ISPS and yard- related services</p>	Shipping Agent
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## 6. Customer's agent

- (a) The Customer may, subject to prior written notification to THPA, appoint representative(s) ("the Agent") to act on the Customer's behalf in liaising with THPA in connection with the Services provided under these General Conditions prior to the provision of the service.
- (b) THPA can act based on the Shipping Agent's instructions as being given on the Customer's behalf even without the verification of the Customer, unless such instructions are patently outside the scope of authority expressly notified by the Customer to THPA, at an earlier stage.
- (c) Any communication made by THPA to the Shipping Agent will be considered as communication made to the Customer.
- (d) The Shipping Agent will have access to the Container Terminal in the same manner as access would have been given to the Customer.
- (e) Any service performed on the instructions of the Shipping Agent will be billed to the Customer.
- (f) THPA will cease to act on the instructions of the Shipping Agent if it receives 7 days prior written notice from the Customer that the Shipping Agent is no longer authorized to act on the Customer's behalf.
- (g) THPA will not be liable for, and the Customer will fully indemnify THPA against any demands, claims, proceedings, losses, damages, costs (including solicitor and client costs) and expenses suffered or incurred by THPA as the result of any act, omission of the Shipping Agent.

## 7. Operating requirements

- (a) The operating procedures applicable at the Container Terminal are set out in the Operating Manual.
- (b) Where the Customer has special operational requirements, it may notify THPA in writing, who will endeavor in good faith to fulfill the Customer's requirements into THPA's operating procedures. Any changes agreed between the parties as a result will be observed by THPA as part of its performance obligations.

## 8. Responsibilities of the Parties

### 8.1 Customer responsibility

The Customer is responsible for proper packaging and placement of the goods inside a container or on items of specialized equipment including uniform balancing and adherence to weight conditions. The weight of the containers must not exceed the maximum working load.



The responsibility of the Customer for any losses, damage and/or other harm caused to THPA, to the equipment and/or tools or materials thereof is fully implicated in all instances where the said responsibility is the result of an action or omission on the part of the Customer, or his employees-servants, or emanates from the items placed under its guardianship or due to the employees-servants thereof.

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

- The losses and/or damages affecting tools, goods and/or equipment of THPA or those placed under its guardianship. The said losses and/or damages will give immediate rise to the production of a declaration and detailed report and a specific expertise.
- The losses and/or damages caused by the shut-down of any equipment, tools, goods and/or other materials for repair as well as any form of operating losses resulting therefrom, due to any wrongful act or omission committed by of the Customer or/and his servants.

The Customer, its representatives or sub-contractors are called upon to respect the security and safety instructions in the Terminal. They are responsible for any damage caused by their removal vehicles or handling equipment, in particular the means and equipment used in conjunction with customs inspection procedures.

## **8.2 Responsibility of THPA**

THPA must provide services in compliance with the rules of the port industry and good professional practice. The responsibility of THPA will be judged in compliance with the provisions of Greek laws currently in force, the stipulations of these general terms and conditions, as well as the customary practices at the Port of Thessaloniki. The responsibility of THPA will be strictly limited to any direct damage caused to THPA's Customer or third parties by any proven error committed by its employees, or subcontractors and only to the amount of the direct consequential damages inflicted. THPA is responsible for malfunctions or losses only when the latter directly result from its objectively proven fault. Indirect damage of any kind whatsoever including loss of income or profits, the shut-down of any assets, loss of contracts, lawyer fees, demurrage, fines or any other similar penalties in no way shall be payable by THPA.

## **9. Liability and Indemnity**

### **9.1 Operational error**

- (a) If the Customer has observed the deadlines for the submission of confirmation to THPA and if because of THPA's proven negligence, it commits the operational errors set out in the first column below, THPA will remedy such errors in the manner set out in the second column below:

GENERAL CONDITIONS CONTAINER TERMINAL

	<b>Error</b>	<b>Remedy</b>
(i)	Wrong stowage of Containers in a Customer Vessel	Reimburse the Customer for reasonable stevedoring charges (if any) paid by the Customer at the port of discharge reasonably chosen for the additional handling of the Containers, but not above the same charge paid by the Customer at THPA.
(ii)	Failure to load a Container onto a Customer Vessel in accordance with the Customer's confirmation	Waive any extra yard handling and storage charges (if any) for the Container.
(iii)	Failure to discharge a Container from a Customer Vessel in accordance with the Customer's confirmation	Reimburse the Customer for reasonable stevedoring charges (if any) paid by the Customer at the port of discharge reasonably chosen for the additional handling of the Container; but not above same charge paid by the Customer at THPA.
(iv)	Load a Container onto a Customer Vessel in the absence of or contrary to the Customer's confirmation	Reimburse the Customer for reasonable stevedoring charges (if any) paid by the Customer at the port of discharge reasonably chosen for the additional handling of the Container; but not above same charge paid by the Customer at THPA.
(v)	Discharge any Container from a Customer's Vessel in the absence of or contrary to Customer's confirmation	Waive any extra handling and storage charges (if any) for the Container.

(b) Any remedy given by THPA as set out in the table above will be in full and final settlement of its entire liability towards the Customer (under law or contract) for such error,

(c) THPA bears no responsibility for anything that happens to the containers, cargo, and on the premises where the Customer handles and manages containers, due to acts or omissions of the Customer. The same applies for accidents, deaths and injuries to people or things in these premises during the performance of the above services.

## 9.2 Physical loss or damage

Subject to compliance of the Vessel operator and its crew with safety rules and safe practises, THPA will be liable for any direct loss or damage, including costs and expenses incidental thereto, in respect of the following which are proven to have been caused by an error of THPA's employees :

(a) loss of or damage to any Vessel berthed at the Container Terminal, including their gear and equipment

- (b) loss of or damage to any Container or its contents 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 Customer Vessel; and
- (c) death or injury suffered by any person on board any Vessel berthed at the Container Terminal. However, THPA will not be liable for accidents to individuals that are not complying with the Container Terminal and the Harbour Office's safety regulations. By the fact of entering the Container Terminal, the Customer expressly and fully accepts and agrees to – in its own name and on behalf of its employees, agents, suppliers and sub-contractors – the regulations, guidelines and notices, which are effective at the Container Terminal, of which he has become previously aware of.

### **9.3 Liability and Indemnity**

- (a) The maximum liability of the Terminal towards the Customer for loss of and/or damage to Containers in the custody of the Terminal (i.e. from the time of receiving up to and including the time of completion of loading onto any Container Ship or Container-transporter), where such loss and/or damage was proven to have been caused exclusively by a proven error of the Terminal, its agent, servants or Sub-Contractors, in relation to each incident for each Container, shall be the lesser of either the depreciated value of the Container or the actual cost of the repair provided always that under no circumstances shall the claim exceed the following amounts:
- depreciated value of the Container or Euros 500, whichever is less in the case of any
  - 20' dry Container
  - depreciated value of the Container or Euros 750, whichever is less in the case of any dry Container of more than 20' in length
  - depreciated value of the Container or Euros 3,000, whichever is less in the case of any 20' Reefer Container, and
  - depreciated value of the Container or Euros 4,500, whichever is less in the case of any Reefer Container of more than 20' in length

and for the avoidance of doubt, in the absence of proven gross negligence or wilful default, the Terminal shall have no liability whatsoever for such loss and/or damage.

- (b) The maximum liability of the Terminal to the Customer for loss of and/or damage to all Cargo in the charge of the Customer, its Sub-contractors, agents or their assignees, whilst in the custody of the Terminal, where such loss and/or damage was caused by a proven error of the Terminal, its agents, servants or Sub-contractors, in relation to each incident for such Cargo, shall be limited to the following:
- EUROS 2,500 in the case of any 20' dry Container
  - EUROS 7,500 in the case of any dry Container of more than 20' in length; and
  - EUROS 15,000 in the case of any Reefer Container

and for the avoidance of doubt, in the absence of proven error, the Terminal shall have no liability whatsoever for such loss and/or damage.

- (c) Without prejudice to what is stated in this clause in no circumstances shall the Terminal's liability exceed the limits of liability in accordance with the terms and conditions contained within

## GENERAL CONDITIONS CONTAINER TERMINAL

the Customer's Contract of Carriage or, if applicable, the Container Ship's limitation fund except to the extent the Terminal agrees in writing to a higher limit on liability in a particular case.

- (d) The limitation of liability per incident under this Clause shall relate to the whole of any losses and damages which may arise upon any one distinct occasion, although such loss and/or damage may be sustained by more than one person and shall apply whether the liability arises at common law or under any written law.
- (e) The Terminal shall only be liable to a Customer for any loss or damage - (including gear and all other equipment) where such loss and/or damage was proven to have been caused by a proven error of the Terminal, its agents, servants or Sub-contractors and notwithstanding anything contained in these General Conditions or elsewhere, the maximum liability of the Terminal to the Customer in relation to each incident per Customer shall be limited to One Million Euros (€ 1,000,000).
- (f) The Terminal shall not be liable to the Customer for any loss or damage to Hazardous Cargo or for any loss, delay, damage or personal injury (including death) arising out of bad stowage in Containers unless caused by a proven error of the Terminal, its agents, servants or sub-contractors and provided that the maximum liability of the Terminal to the Customer in relation to each incident shall be within the limits of liability in accordance with this clause.
- (g) The Customer shall be liable for and shall fully Indemnify the Terminal, its servants, agents and sub-contractors against any liability for claims or suits, including costs and expenses incidental thereto, in respect of loss of or damage to any property and death or injury suffered by any person caused by the negligence or default of the Customer, its servant or agents pursuant to these Terms of Business or otherwise.
- (h) The Terminal shall not, under any circumstances whatsoever, be responsible for or liable to the Customer for:
  - any consequential or indirect loss or damage or
- (i) loss of profit, revenue, savings or contracts; injury to goodwill or reputation; or delay howsoever caused. In respect of any claim arising under any indemnity in favour of the Customer contained in these General Conditions, the Terminal will not be liable unless the Customer:
  - within seven (7) days after becoming aware of the claim, notifies the Terminal in writing of the claim (the "Terminal Claim") against which the Customer is seeking to be indemnified together with all the details of the Terminal Claim in the actual knowledge or possession of the Customer at the time and becoming known to it at any time thereafter and is clear and detailed, broken down in various items which are evidenced in writing.
  - takes such other steps as may be necessary or as the Terminal may reasonably require avoiding or mitigate Terminal's Claim
  - where the Terminal Claim relates to a claim by any third party against the Customer, and the Customer does not admit liability or make any offer, promise, compromise or settlement with the third party without the prior written consent of the Terminal (which consent not to be unreasonably withheld or delayed) and
  - where the Terminal Claim relates to a claim by any third party against the Customer, and the Customer, at the request of the Terminal and at Terminal's cost, cooperate with the Terminal or its insurers, in the defence, settlement and/or counter claim of such Customer Claim.
- (j) Notwithstanding the remaining provisions of these General Conditions, the maximum aggregate liability of the Terminal to the Customer in any calendar year regardless of the cause of such claim and number of incidents shall in no circumstances exceed Two Million Euros (€

2,000,000). The Terminal shall also not be liable for any claim or liability with a value of less than two hundred fifty Euros (€ 250).

- (k) Save as provided in this Clause, the Terminal shall not be under any liability to the Customer whether in contract, tort or otherwise in respect of the use of the Container Terminal and the provision of the Container Terminal Services for any death, personal injury, damage or loss resulting from the use of the Container Terminal and the provision of the Container Terminal Services or from any work done in connection therewith.
- (l) The Terminal does not provide any warranty or representation that the Container Ship will not ground whilst approaching, leaving or lying alongside the Container Terminal. Each Container Ship approaching, leaving and whilst lying alongside the Container Terminal does so at the sole risk and responsibility of the Customer.
- (m) The Terminal shall not be responsible for or liable in any way for any damage or loss suffered or incurred during the berthing and un-berthing of a Container Ship.
- (n) The Customer shall be solely responsible for any damage to the Wharf and or/to the Port, Container Terminal, equipment, fenders, mooring bollards, container ships, vessels belonging to the Terminal or any third party, caused during or arising from the act of berthing or unberthing, whether by reason of incompetence or negligence of the Pilot in-charge of the ship belonging to the Customer, or as a result of insecure or improper mooring of the ship whilst alongside the wharf/berths. In all the above cases, the Terminal shall be held indemnified, by payment on demand, against all claims, demands, losses, costs and expenses arising from any such damage, except it is solely caused by a proven error of the Terminal, its servants or sub-contractors.
- (o) The Customer and the Master of the ship shall be in sole charge of the ship whilst using any of the Wharves in the Container Terminal, and safety of the ship shall be the sole responsibility of the Customer. The Customer shall be held responsible for any loss and/or damage that may arise from faulty navigation, or by reason of her breaking adrift from her moorings. No instruction or direction given, or act performed by the Terminal or its officers shall place any responsibility upon the Terminal that may arise from faulty navigation,
- (p) In the event a ship drifts away from the Container Terminal while berthing or otherwise, that act will be under the sole responsibility of the Master of the ship and the Customer.
- (q) The Terminal shall not be responsible for the following events:
  - Any non-compliance of the Customer 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 Terminal.
  - 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 Terminal.
- (r) The Terminal will not be responsible or liable for any incorrect or delayed delivery of any Container which is insufficiently, incorrectly or otherwise not properly marked and/or in respect of which full and complete particulars in respect of such delivery have not been provided to the Terminal. The Terminal shall not, under any circumstances, be responsible for or liable in any way for any damage to Containers or their contents caused by rust, rain, typhoon, flood, tempest, lightning, fire or any similar event or occurrence.
- (s) For claims made after the Containership has left the berth the Line shall prove that the loss or damages have been caused by a proven error of ThPA.

## 10. Insurance

The Terminal is under no obligation to maintain insurance of Containers, Cargo or contents of Containers of the Customer.

The Customer shall:

- (a) take out and maintain adequate hull and machinery and P&I Insurance in respect of its Container 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 this TOB
- (b) if so requested, in case of accident, pollution and damage, provide the Terminal with a copy of certificate of insurance confirming that these requirements have been complied with. Such request or absence of such a request shall in no way be construed as waiving the Customer's obligations to arrange insurance required by law or under this TOB.

Every ship that enters the port must have all the necessary Insurances required by law to ensure the smooth functioning of the Port.

## 11. Safety, Security and Environment

- (a) The customers or their representatives, employees, or sub-contractors thereof must always act in compliance with the rules of security and safety in the Container Terminal perimeter and in all its actions must remain respectful of the environment.
- (b) 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 20 km per hour.
- (c) The work teams and shipping lines shall be responsible for the safety 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.
- (d) For delivery or removal of goods, the Customer must use at the terminal trucks in good condition, duly insured and compliant with the Greek and international regulations currently in force. It is responsible for correct twist locks cargo fastening of the container on the trailer and proper lashing. In the event of error concerning the goods, which can be easily identified, it must promptly advise the relevant employees before departure.
- (e) The Customer is required at any time to comply with the regulations of the Terminal and Port and take all the measures necessary for parking and direct exiting of any goods subject to a specific regime.
- (f) By the fact of entering the Container Terminal, the Customer expressly accepts and agrees to – in its own name and on behalf of its employees, agents, suppliers and sub-contractors – the regulations, guidelines and notices, which are effective at the Container Terminal.

## 12. 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) 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) The 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 extend possible.
  - (c) The 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.

### **13. Miscellaneous**

- (a) Nothing under these General Conditions is intended nor shall be construed as granting to the Customer any lease, tenancy or any other interest in a Berth, the Ancillary Facilities or any part of the Container Terminal.
- (b) Neither party shall be construed, deemed to be, or constitute the agent of the other, unless expressly stated.
- (c) A party's rights under this General Conditions are cumulative with its rights under the law.
- (d) No partnership should be construed as being created out of this General Conditions.
- (e) No party may assign its rights or obligations without the prior written consent of the other party.
- (f) 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.
- (g) If any provision under the General Conditions is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part to that extent will be deemed

not to form part of it but the enforceability of the remainder will not be affected. The parties will negotiate in good faith to try to agree on such a provision as best reflects the purpose and contents of the invalid, illegal or unenforceable provision.

#### **14. Notices**

(a) 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 will be governed by Greek law.
- (b) If any dispute or difference arises between the parties, the parties will attempt to resolve the issue amicably. If no such resolution is achieved within 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 shall have exclusive jurisdiction.



## **Appendix 1 - Services covered by Tariffs**

**ALL SERVICES TO BE PROVIDED DURING WORKING HOURS OF 24 HOURS A DAY AND 361 DAYS PER YEAR FOR VESSEL OPERATIONS AND FROM MONDAY TO FRIDAY FROM 07:00 TILL 23:00 HRS and SATURDAYS FROM 07:00HRS TILL 15:00HRS FOR YARD OPERATIONS WORK (NORMAL WORKING HOURS)**

1. Receiving or delivering of full or empty Containers into or out of the Container Terminal, including:
  - (a) receiving/delivering Containers at the Container Terminal Gate, and all administrative work directly related to operational matters
  - (b) reporting of visible external damage to Containers (excluding top and tarpaulins), for Containers received or delivered by truck and/or rail
  - (c) checking the presence of seal, placement of seals on Containers on instruction and/or removal (or over labelling) of invalid labels (at extra cost for attachment and removal of labels and overlabelling), after contact with the Customer's Agent
  - (d) reporting of Container activities on the Container Terminal when entering or leaving the Container Terminal
  - (e) moving Containers off chassis or rail car from receiving to stacking area or loading Containers onto chassis or rail car, and transport to delivery area
  - (f) movement of Containers from quay to stacking area or vice versa.

No internal inspection of Containers will be performed.

2. Loading/discharging of Containers full or empty into or out of Containerships including:
  - (a) movement of Containers from the Vessel to quay or vice versa
  - (b) opening and closing (but excluding securing and un-securing) of hatches and movement of hatch-covers from bay to bay or to quay and vice versa
  - (c) tallying of Containers, completing stowage plan as soon as possible after completion of operation and reporting;
  - (d) reporting of Container activities in and out of the Customer Vessel
  - (e) checking intact seals, placement of seals on Containers on instruction and/or removal (or over labelling) of invalid labels (at extra cost for attachment and removal of labels and over- labelling) under the crane when discharging a Container (no check when loading Containers)
  - (f) reporting of visible external damage, excluding top and tarpaulins
  - (g) in accordance with the Operation Manual:
    - stowage planning
    - preparing information and reporting
    - completing stowage plan, preparing information and reporting
  - (h) For idle time in excess of three (3) hours (added free time per call) on account of the following causes only, the Customer will pay a Tariff per gang/per hour as per Tariff Book:
    - Vessel's arrival after last agreed estimated time of arrival of Customer Vessel

## GENERAL CONDITIONS CONTAINER TERMINAL

- (i) For any idle time on account of the following causes only, the Customer will pay a Tariff per gang/per hour as per Tariff Book:
- waiting for cargo or instructions from the Customer or its Agent
  - breakdowns on board the Vessel or delays caused by Customer Vessel's crew
  - damage to or defects in Containers

No internal inspection of Containers will be performed.

3. Shifting Containers and other moves at the request of the Customer, at extra charge per move set by Tariff Book, including:
- (a) movement of Containers within the same bay
- (b) movement of Containers from the Vessel to quay and re-stowing in the Vessel, including attaching/detaching electrical plugs of integral reefer units and power supply for reefer Containers while left on the Container Terminal.
4. Each handling of reefer Containers at the Tariff Book, including:
- (a) attaching and detaching of electrical plugs for integral reefer Containers at the stacking area. Checking thermostat setting is at the required temperature
- (b) cost of furnishing electric outlets and power consumed
- (c) checking and recording temperature of cargo three times a day whilst in the Container Terminal and also on receiving and delivering
- (d) reporting faults immediately on discovery to the Customer's representatives.
5. Each handling of non-standard Containers at surcharge levied per Tariff Book:
- (a) for loading/discharging over-height, over-width, over-length or other non-standard Containers, involving the use of special spreaders or equipment (where appropriate).
6. Storage of Containers at the Tariff Book, including:
- (a) storage of full/empty operational Containers. The Customer will organise that damaged Containers and Containers which are out of lease will be evacuated from the Terminal as soon as possible
- (b) use of Container Terminal for free storage of Transshipment Containers as per conditions set out at the Tariff Book.

### **DUTIES OF THPA**

THPA will provide the Services as follows:

1. Handling and storage capacity
- (a) The availability of handling and storage capacity according to the volume of Containers indicated by the Customer for the cargo to be loaded and/or discharged, but within the capacity limits of the Container Terminal.
2. Daily Operations
- (a) Care for and control over the Customer's equipment (Containers, hatch covers, ships).
- (b) Reporting of any damage that might occur and taking all reasonably necessary measures to safeguard the Customer's equipment.

3. Refrigerated Containers

- (a) The provision of facilities/power connections for the continuous cooling of integral refrigerated Containers, within the capacity limits of the Container Terminal.
- (b) Attaching and detaching of electrical plugs for integral reefer Containers at the stacking area.
- (c) Checking and recording temperature of cargo three times a day whilst in the Container Terminal.
- (d) Reporting malfunctions immediately on discovery to the Customer's representative.

4. Reporting and documentation

- (a) The delivery of the documentation and reporting to the Customer:
  - (i) Reception/Delivery of Containers
  - (ii) Loading/discharging Containers into/from Customer Vessels According to: EDIFACT and/or XML message scenario Lists of all Containers loaded and discharged.
  - (iii) Issuance of master bay-plan for Customer Vessels
- (b) For Customer Vessels not using EDI the following are required, but its use will be mandatory after relevant notification by THPA:
  - (i) An export bay-plan (with forwarding to the next port as required)
  - (ii) A dangerous goods stowage plan
  - (iii) A reefer cargo list including cell positions

THPA undertakes to render this reporting in a correct and timely manner.

5. Miscellaneous

- (a) All Container Terminal equipment is based on ISO standards and is technically compatible with the Customer's equipment.
- (b) Where Containers are moved at the request of the Customer and/or a competent Authority for the purpose of dangerous goods inspection, customs inspection, sanitary inspection or veterinary inspection, the actual number of moves will be charged.

## **Appendix 2 - Operation Manual**

### **1. Working hours**

(a) The Container Terminal is operative 24 hours per day, 7 days per week for vessel operations. For yard operations, normal working hours will be between Monday and Friday 07:00hrs to 23:00hrs, and Saturdays between 07:00 and 15:00hrs (except holidays).

(b) It is hereby specified that loading and discharging operations shall be carried out in shifts as follows:

- 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.
- 3<sup>rd</sup> Shift: from 23:00 hrs to 07:00 hrs.

The Terminal shall work 24 hours per day, seven days a week, with the following exceptions:

- Jan 1<sup>st</sup> not workable the whole day
- Easter Sunday not workable the whole day
- May 1<sup>st</sup>: not workable the whole day
- Dec. 25<sup>th</sup>: not workable the whole day

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

#### **2.1 Estimated time of arrival (ETA)**

The Customer will provide a sailing schedule not later than 7 days before Vessel's ETA, by sending an electronic message (CALINF). Any subsequent changes will be promptly notified to THPA. No change to the ETA will be allowed thereafter:

- (a) for the weekend or a Monday morning shift, Friday noon or
- (b) In any other time, 36 hours before the Customer Vessel's arrival.

#### **2.2 Confirmations**

- (c) The Customer, or persons authorised by it, will be responsible for the date and time of arrival. Amongst his obligations is the obligation to inform THPA in time, being liable for any damage caused by such an omission
- (d) he Customer will, before the ETA of each Customer Vessel, ensure that it or persons authorised by it will submit the following confirmations in respect of Containers on the Vessel within the following deadlines:

<b>Information</b>	<b>Deadline (hours before ETA)</b>
Special cargo list (Approved by relevant Authority when necessary)	24 hours*/**
Electronic Import Manifest	24 hours*

GENERAL CONDITIONS CONTAINER TERMINAL

Arrival bay plan (Baplie file)	24 hours*
Electronic Export Manifest	24 hours**
Stowage instructions (movins)	24 hours**
Discharge information pursuant to clause 3 of Operating Manual	24 hours*
Loading information pursuant to clause 4 of Operating Manual	24 hours**

(d) \* For vessels arriving to THPA for unloading from the Port of Piraeus, Volos, Izmir or Istanbul, (for discharging) the deadline for submitting the relevant confirmations is 18 hours before ETA.

\*\* For vessels arriving from the Port of Piraeus, Volos, Izmir or Istanbul, (for loading) the deadline for submitting the relevant confirmations is 16 hours before ETA.

(e) THPA will be entitled to work on the Vessel in reliance on such confirmations. The Customer will indemnify THPA against any delay, claims, losses, damages, costs and/or expenses arising from THPA acts or omissions in reliance upon such documentation.

(f) The Customer will remove any Vessel from the Container Terminal immediately after the commercial operation is completed (**loading/unloading**).

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

### 3. Discharging operations

(a) THPA will only accept information submitted by the Shipping line or agent. The information to be submitted to THPA will include following details of cargo to be discharged from the Vessel:

(a1) Discharging List, with the following:

- (i) Box Operator
- (ii) Container number(s)
- (iii) Type & size of Containers
- (iv) Gross weight of cargo
- (v) Status of Containers (full/empty)
- (vi) Seal number(s)
- (vii) IMO classes for Hazardous Cargo, IMO Waste and Non IMO Waste
- (viii) Desired temperature (for reefers)
- (ix) Details of Non-standard Containers and Un-containerised Cargo or Out of Gauge Cargo
- (x) Port of destination (in case of transhipment)
- (xi) Nominated 2<sup>nd</sup> vessel (in case of transhipment)

(a2) Electronic Import Manifest including the following:

- (i) Vessel Operator

## GENERAL CONDITIONS CONTAINER TERMINAL

- (ii) Shipping Agent / Box Operator
  - (iii) Container number(s)
  - (iv) Type and size of Containers (ISO Code)
  - (v) Customs Status
  - (vi) IMO classes for Hazardous Cargo (UNNO), IMO Waste and Non IMO Waste
  - (vii) Gross weight of cargo
  - (viii) Container Tare
  - (ix) Cargo description, type of cargo packing, number of cargo units
  - (x) Status (full/empty) of Containers
  - (xi) Seal number(s)
  - (xii) Bill of lading
  - (xiii) Port of origin
  - (xiv) Previous port of loading
  - (xv) Inland destination
  - (xvi) Destination (for rail-bound Containers)
  - (xvii) Port of destination
  - (xviii) Nominated 2<sup>nd</sup> vessel (in case of transshipment)
  - (xix) Desired temperature (for reefers)
  - (xx) Details of Non-standard Containers and Un-containerised Cargo or Out of Gauge Cargo
  - (xxi) Country of container registration (in case it is a SOC)
- (b) Outbound mode of transportation (by rail or road):
- Import Containers should be pre-advised 24 hours before the Vessel's ETA regarding their ongoing way of transport to allow a proper stack organisation.
- (c) Such other information as may be required by THPA from time to time and notified to the Customer.
- (d) THPA will determine the goods discharge sequence stipulated in the discharge list and crane sequence.
- (e) The goods after being unloaded at the quay will be considered as having been received by THPA.

Extra moves caused by lack of information will be charged as per Tariff Book.

### **4. Loading operations**

- (a) THPA will only accept information submitted by the Shipping line or agent. The information to be submitted to THPA will include details of goods to be loaded on the Vessel as set out in clause 4 (b) and a stowage plan.
- (b) The Customer will submit THPA the following information on export goods, that is, goods not previously discharged at the Container Terminal and to be loaded at the Container Terminal:

(b1) Loading List, with the following:

- (i) Box Operator
- (ii) Container number(s)
- (iii) Type & size of Containers
- (iv) Gross weight of cargo
- (v) VGM
- (vi) Status of Containers (full/empty)
- (vii) Seal number(s)
- (viii) IMO classes for Hazardous Cargo, IMO Waste and Non IMO Waste
- (ix) Desired temperature (for reefers)
- (x) Details of Non-standard Containers and Un-containerised Cargo or Out of Gauge Cargo
- (xi) Next port of destination

(b2) Electronic Export Manifest including the following:

- (i) Vessel Operator
- (ii) Shipping Agent / Box Operator
- (iii) Container number(s)
- (iv) Type and size of Containers (ISO Code)
- (v) Customs Status
- (vi) IMO classes for Hazardous Cargo (UNNO), IMO Waste and Non IMO Waste
- (vii) Gross weight of cargo
- (viii) VGM
- (ix) Cargo description, type of cargo packing, number of cargo units
- (x) Status of Containers (full/empty)
- (xi) Seal number(s)
- (xii) Bill of lading
- (xiii) Next port of discharge
- (xiv) Final port of destination
- (xv) Inland origin
- (xvi) Method of import (by rail or road)
- (xvii) Desired temperature (for reefers)
- (xviii) Details of Non-standard Containers and Un-containerised Cargo or Out of Gauge Cargo

(c) Such other information as may be required by THPA from time to time and notified to the Customer.





- (d) The Customer will give THPA the following information on Transshipment goods:
  - (i) Container number(s)
  - (ii) next port of discharge and final port of destination
- (e) THPA will determine the loading sequence of the goods to be loaded onto any Vessel at the Container Terminal.

**5. Reception /Delivery of goods**

- For receiving and delivering Containers, the working hours are as follows:
  - Monday to Friday .....from 07:00 hrs to 23:00 hrs
  - Saturdays .....from 07:00 hrs to 15:00 hrs
  - Saturdays after 15:00 hrs, Sundays and Holidays .....operative subject to application on overtime surcharge
- except for the following days during which the Terminal is not operative:
  - Jan.1<sup>st</sup>, Easter Sunday, May 1<sup>st</sup>, December 25<sup>th</sup>.

The Customer will accept the providence of overtime work, upon decision of THPA's competent division, in case the port's operational needs dictate it and prior notification of the Customer. The pricing for the above overtime work shall be made in accordance with the overtime increases provided by the "Container Terminal's Tariffs"

- (a) The goods will be deemed to have been delivered to THPA at the Container Terminal at the following times:
  - (i) if the goods are delivered by a Vessel and are unloaded, immediately after the goods have been unloaded at the Container Terminal or
  - (ii) if the goods are delivered by a vehicle, immediately after the goods have been unloaded from the vehicle at the Container Terminal.
- (b) The goods will be deemed to have been re-delivered to Customer from the Container Terminal at the following times:
  - (i) if the goods are re-delivered to any Vessel, immediately after the goods have been loaded onto the Customer Vessel; or
  - (ii) if the goods are re-delivered to a train or a truck, immediately after the goods have been loaded onto the train or truck at the Container Terminal.
- (c) The Customer will ensure that any goods to be loaded onto any Vessel at the Container Terminal will be received by THPA at the Container Terminal not less than 24 hours in advance of ETA of the vessel at the Pilot Station. THPA may in its discretion agree to load such goods received less than 24 hours from ETA, except for cargo requested by THPA to be delivered directly onto the vessel. For Reefer will be accepted until 8 hours before the ETA of the vessel at Pilot station.
- (d) Any acceptance of goods by THPA will not constitute proof that the goods were delivered in a good and undamaged condition.

## GENERAL CONDITIONS CONTAINER TERMINAL

- (e) THPA will, as soon as reasonably practicable, notify the Customer of any damage or defect of the goods which is apparent at the time of delivery thereof, but the Customer will not be entitled to make any claim against THPA by reason of the fact that it has not been so notified.
- (f) If the Customer has failed to provide complete and/or correct information regarding the contents of any goods, the Customer will bear any cost of inspection and verification incurred by or on behalf of THPA.
- (g) THPA will be entitled to refuse to accept delivery of the goods or refuse to provide any of the services or facilities:
  - (i) if the Customer has failed to provide complete and/or correct information regarding the nature and/or contents of such goods
  - (ii) if the goods are delivered in an apparently 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 observe or perform any of its obligations under the General Conditions.
- (h) The discharged goods will only be delivered to the Customer or its Agent.
- (i) Where any goods are to be delivered directly to or directly from the wharf side of the Container Terminal for loading onto or after discharge from any Customer Vessel, the Customer will be responsible for such transportation to or from the wharf side, failing which THPA reserves the right not to provide any services and facilities in respect of such goods, or to impose an additional charge for undertaking the transport of such goods on behalf of the Customer, as the case may be.

### **6. Storage and stuffing/un-stuffing**

- (a) Any goods which cannot be stored in open areas will not be accepted by THPA, unless such goods are to be directly discharged from or directly loaded onto any Customer Vessel.
- (b) The Customer will not stuff or unstuff any Containers inside the Container Terminal without the prior written consent of THPA.

### **7. Reefer Containers**

THPA will provide the following services for reefer Containers to the Customer:

- (a) connecting and disconnecting of reefer Containers in the yard
- (b) supply of electricity to the reefer Containers in the yard
- (c) reefer monitoring at the yard
- (d) reporting of malfunctions for reefer Containers in the yard and
- (e) such other Reefer services as may be agreed between THPA and the Customer.

### **8. Hazardous Cargo**

- (a) The Customer will ensure that Hazardous Cargo listed below, which are not permitted to store, is directly delivered from or directly loaded onto the Customer Vessel.
  - IMO 1 classes from the army forces

- IMO 1.4s and IMO 7 classes

(b) THPA will not handle nor store Hazardous Cargo which are not permitted under prevailing Greek law and regulations.

## **9. Non-standard Containers and Un-containerised Cargo/Out of Gauge Cargo**

- (a) Non-standard Containers and Un-containerised Cargo/Out-of-Gauge Cargo are those units that cannot be handled by means of normal spreaders. The handling of such Containers/cargo involves the application of a surcharge as detailed in Tariff Book.
- (b) The Customer shall inform THPA, at least 24 hours in advance, of all foreseen movements of Out-of-Gauge Containers, detailing their number, the name of the loading vessel and the port of destination. The details of all import Out-of-Gauge Containers shall be submitted together with the stowage plan of any vessel
- (c) THPA is entitled not to handle Non-standard Containers and Un-containerised Cargo or Out of Gauge Cargo.
- (d) THPA is entitled not to store Non-standard Containers and Un-containerised Cargo or Out of Gauge Cargo: such goods are directly delivered from or directly loaded onto the Customer Vessel.
- (e) If THPA agrees to handle or store Non-standard Containers and Un-containerised Cargo or Out of Gauge Cargo, it may charge the Customer for special equipment required for such services.

## **10. Documentation**

The Customer will submit the following documents to THPA before trucking in or out any goods:

1. shipping notes
2. delivery order
3. Approved customs documents allowing export and/or import
4. such other documents as may be required by THPA from time to time.

## **11. Removal of goods**

THPA may at any time give to the Customer:

- (i) where the goods are not perishable goods, 14 days' prior notice requiring the Customer to remove the same or
- (ii) where the goods are perishable goods, prior notice of removal as is reasonable in the circumstances.

## **12. Security and safety**

- (a) All persons and property must enter or leave the Container Terminal through an entrance or exit or means designated by THPA for that purpose.
- (b) Access to the Container Terminal will be controlled at the gate by staff or representatives of THPA.
- (c) Passenger cars are not allowed into the Container Terminal unless otherwise authorized by THPA.
- (d) The Customer will obey directions given by THPA as indicated by any signboard placed by THPA within the Container Terminal.



**13. Miscellaneous**

- (a) Any additional service made necessary due to failure by the Customer to adhere to the obligations of the Operations Manual shall give rise to an additional bill by THPA. Further, any consequence either directly or indirectly harmful caused by the failure of the Customer to adhere to the above-mentioned obligations shall be subject to a supplemental charge to the Customer.
- (b) THPA reserves the right to invoice penalties in the event of a false or erroneous declaration.
- (c) The Customer must settle all costs, expenses and taxes relative to the services provided prior to the execution thereof, unless stipulated otherwise.
- (d) At the time of withdrawal of the goods from the terminals or storage areas annexed thereto, the Customer must check the status of the goods and the compliance thereof with the information on the transit titles.