

SZCZECIN AND ŚWINOUJŚCIE SEAPORTS AUTHORITY

# General Conditions for the Provision of Services in the Ferry Terminal in Świnoujście

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Applicable from  
01 January 2021

Approved by Resolution No 13  
of the Board of Directors on 01 December 2020

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## I. GENERAL PROVISIONS

### Section 1. Definitions

1. Terms used in this document shall have the following meaning:
  - 1.1. **GCS** – means this document, entitled "*General Conditions for the Provision of Services in the Ferry Terminal in Świnoujście*" together with other documents attached or referred to in this document.
  - 1.2. **Quay Use Plan** — means a plan established by the Terminal Administrator according to the Schedule of Calls (the Schedule) and specifying details of each call, handling of individual ships in the Terminal and the provision of relevant services, as well as handling of passengers and cargo. The Plan sets out, among other things, the location determined by the Terminal Administrator at which the ship is to be berthed, the date and time of mooring and unmooring, and permitted berthing time.
  - 1.3. **Law** – means any law generally applicable in the territory of the Republic of Poland, including local laws, as well as other provisions in force in the seaport of Świnoujście. These include regulations issued by the maritime administration of the Republic of Poland, the Ports Authority, being the administrator of the seaport, or the Terminal Administrator.
  - 1.4. **Schedule** — means a schedule of calls set out in the Contract that specifies times of mooring and unmooring at the Terminal.
  - 1.5. **Port Tariff** – means a document entitled The "*Port Tariff*" in its wording on the date of its application, established by the Ports Authority pursuant to Article 8 of the Act of 20 December 1996 on ports and harbours.
  - 1.6. **Service Tariff** – means a document entitled "*Services Tariff, Ferry Terminal in Świnoujście*" valid on the date of its application, as established by the Ports Authority or the Terminal Administrator.
  - 1.7. **Terminal** — means the Ferry Terminal in Świnoujście, located within the area of the Świnoujście seaport.
  - 1.8. **Contract** — means a written agreement between the Client and the Ports Authority that defines terms *and conditions for liner shipping*, as referred to in the definition of the '*liner shipping*' in Section 1 **it.r** of the Port Tariff.
  - 1.9. **Services** – means services offered by the Ports Authority and provided by the Terminal Administrator in the Terminal for ships, vehicles, passengers or cargo, in particular those referred to in the Services Tariff.
  - 1.10. **Terminal Administrator** – means TERMINAL PROMOWY ŚWINOUJŚCIE SPÓŁKA z o.o. (Świnoujście Ferry Terminal) having its registered office in Świnoujście, address: ul. Dworcowa 1, 72-606 Świnoujście, Poland, registered Register of Entrepreneurs of the National Court Register, entry the number: KRS 0000025277, Registration Court: Szczecin-Centrum District Court in Szczecin, REGON Statistical Number: 812364920, VAT: 8551496018 or any other entity dealing with the day-to-day management of the Terminal on behalf of the Ports Authority.
  - 1.11. **Client**— means a ship operator in the meaning of Article 7 of the Maritime Code of 18 September 2001 or a party that manages a ship owned by another party or is involved in shipping on behalf of another party, or an authorized representative of any of the parties mentioned above.
  - 1.12. **The Ports Authority**— means ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE S.A., having its registered office in Szczecin, address: ul. Bytomska 7, 70-603 Szczecin, Poland,

entry to the Register of Entrepreneurs of the National Court Register number: KRS 0000033768, Registration Court: Szczecin-Centrum District Court in Szczecin, REGON Statistical Number: 811649448, VAT: 9551889161.

### **Section 2. Applicability**

1. The GCS are an integral part of all contracts made during the validity period of the GCS, unless the GCS expressly provide otherwise.
2. The GCS are an integral part of all service contracts other than those referred to in paragraph 1 of this Section, unless the GCS expressly provide otherwise.
3. Ships engaged in non-scheduled shipping, which call at the Terminal may be handled at Terminal quays solely on the basis of arrangements between the Client and the Terminal Administrator or the Ports Authority made before the ship is berthed at the Terminal, unless the Contract expressly provides otherwise. The handling of ships engaged in non-scheduled shipping depends on the technical and organizational capacity of the Terminal and should not have an adverse impact on the operation of liner ships or on the operation of the Terminal.

## **II. PROVISION OF SERVICES**

### **Section 3. Provision of services**

1. Services are provided by the Terminal Administrator acting on behalf of the Ports Authority.
2. Services shall be based on a request filed by the Client or the crew.
3. Requests for services do not necessitate any special form, unless such a form is required by the law, subject to request invalidity.
4. Conditions for the performance of services shall be determined by the Terminal Administrator, unless the Terminal Administrator and the Client agree on such conditions in writing subject to their invalidity.

### **Section 4. Service fees**

1. Services are provided against a fee.
2. The value of services is determined by the Services Tariff or by a contract made between the Client and the Terminal Administrator. If the value of services has not been determined, as indicated in the preceding sentence, it shall be determined by the Terminal Administrator.
3. The payment for the service shall not affect the obligation to pay port dues in accordance with the Port Tariff or any other charges related to the use of infrastructure providing access to the port of Świnoujście or public port infrastructure in the port of Świnoujście, as well as the obligation to pay other statutory charges.
4. Unless otherwise provided by the law or the Contract with the Terminal Administrator, the obligation to pay dues based on the Services Tariff and charges for Services shall arise on the commencement of the Service.

### **Section 5. Handling of vessels**

1. Liner ships calling according to the Schedule shall have priority in access to Terminal quays and services before ships engaged in non-scheduled shipping or liner ships calling out of their Schedules, unless otherwise agreed by the Terminal Administrator or other authorized party.
2. The handling of ships in the Terminal shall be based on the Contract and the GCS, as well as port trade customs developed in the Terminal and the good port practice.

3. The handling of ships in the Terminal shall be provided in accordance with the Quayside Use Plan which shall be delivered by the Terminal Administrator to a person designated by the Client as soon as practicable.
4. The Client and the crew shall be obliged to follow instructions from the Terminal Administrator, according to the law and the Contract, concerning the movement of the ship or the place of mooring. In the event that the Client or the crew fail to comply with instructions of the Terminal Administrator, referred to in the preceding sentence, the Terminal Administrator shall have the right to refuse to continue handling of the client's ship, the crew of which does not comply with instructions or refuse to handle such a ship in the future, including future provision of services to that Client.
5. At any time, the Terminal Administrator shall have the right to request the ship to depart from the quay in the Terminal and then return to the quay within the time frame set by the Terminal Administrator, provided the Terminal Administrator's decision is justified by the occurrence or the threat of occurrence of the following: *force majeure*, safety of navigation, necessity to provide rescue operations, adverse weather conditions, construction accident, and accident or similar type of incident.
6. The issuance of requests by the Terminal Administrator in accordance with paragraph 4 or paragraph 5 of this Section or the use by the Terminal Administrator of its rights, as referred to in paragraph 4 or paragraph 5 above, shall not be considered as failure to perform the Contract or a delay by the Ports Authority or the Terminal Administrator, or a violation of the GCS or ship-handling rules applicable in the Terminal and the seaport of Świnoujście. Therefore, in case of any event specified above, the Client shall not claim any damages, remuneration, reimbursement of expenditure or any other compensation from the Ports Authority or the Terminal Administrator.

#### **Section 6. Change of the Schedule or the ship**

1. In case the Client intends to amend the Schedule, the Client shall send an inquiry regarding intended changes to the Terminal Administrator in writing subject to its invalidity. The inquiry referred to in the preceding sentence shall be submitted not earlier than 90 days before and not later than 45 days before the planned entry of changes into force. Otherwise, the Terminal Administrator may refuse to reply to such an inquiry.
2. The inquiry, referred to in paragraph 1, shall include at least:
  - a) proposed date of amendment to the Schedule,
  - b) proposal to change dates in the Schedule or a proposal for a new date of ship's arrival/departure to or from the quay in the Terminal.
3. The Terminal Administrator shall inform the Client in writing, within 14 days of the inquiry, referred to in paragraphs 6(1) and 6(2) of the GCS, about the possibility to make changes in the Schedule as intended by the Client or to suggest a different solution. Before responding to an inquiry, the Terminal Administrator shall have the right to request to provide additional or supplement existing information from the Client. In such a case, the deadline referred to in the preceding sentence shall be extended by a number of days proportional to the period during which the Client provides his response in writing, including all information requested by the Terminal Administrator, or supplements the inquiry in writing as requested by the Terminal Administrator.
4. The Terminal Administrator shall not be obliged to respond to an inquiry that does not contain full information, as specified in paragraph 2 of this Section, or to an inquiry for which the Terminal Administrator has requested the Client to supplement or provide additional information according to paragraph 3 of this Section and the Client failed to comply with the request of the Terminal Administrator.

5. The Terminal Administrator shall immediately forward to the Ports Authority copies of documents referred to in the paragraphs 1 to 3 of this Section.
6. After the amendment to the Schedule has been agreed with the Terminal Administrator in writing, subject to its invalidity, and according to par. 1 to 3 of this Section, the Client shall deliver to the Ports Authority an application made in writing, subject to its invalidity, requesting to amend the Schedule, and shall make a relevant annex to the Contract. If the content of the application, referred to in the preceding sentence, specifies that a change takes place in less than 14 days from the delivery of the application, the Ports Authority shall have the right to refuse to process such an application or to propose a different date for the amendment to become effective.
7. The amendment of the term specified in the Schedule shall require an annex to the Contract made in writing, subject to its invalidity, preceded by the procedure set out in paragraphs 1 to 6 of this Section.
8. In case an amendment applies to a vessel mentioned in the Contract, the Client shall send an inquiry to the Terminal Administrator in writing, subject to its invalidity, and list relevant parameters of the new ship that will replace the ship specified in the Contract. The inquiry, referred to in the preceding sentence, shall be submitted not earlier than 90 days before and not later than 45 days before the intended first call of the new ship.
9. The inquiry, referred to in paragraph 8 of this Section, shall include at least:
  - a) planned date on which the new ship is to replace the ship specified in the Contract (first call of the new ship),
  - b) The technical specification listing parameters the new ship:
    - i. Particulars of the new ship (length overall, breadth, draft),
    - ii. ramp parameters of the ship (weight, length overall, breadth, permissible working load, positioning),
10. Within 14 days of the delivery of the inquiry, referred to in 6(8) and 9(9), the Terminal Administrator shall inform the Client in writing about possibility to handle the new ship. Before sending its reply, the Terminal Administrator shall have the right to request additional information from the Client, or to supplement information included in the Client's inquiry. In such a case, the deadline referred to above shall be extended by a number of days proportional to the period during which the Client provides his response in writing, subject to its invalidity, including all information required by the Terminal Administrator, or supplements his inquiry in writing, subject to its invalidity, as required by the Terminal Administrator.
11. The Terminal Administrator shall not be obliged to respond to an inquiry that does not contain full information, as specified in paragraph 9 of this Section, or to an inquiry for which the Terminal Administrator has asked to supplement or provide additional information according to paragraph 10 of this Section and the Client failed to comply with the request of the Terminal Administrator.
12. The Terminal Administrator shall immediately forward to the Ports Authority copies of all documents referred to in paragraph 8 to 10 of this Section.
13. After the amendment to the Schedule has been agreed with the Terminal Administrator in writing, subject to its invalidity, and according to par. 8 to 10 of this Section, the Client shall deliver to the Ports Authority an application made in writing, subject to its invalidity, requesting an amendment to the Schedule, and the Client shall make a relevant annex to the Contract. If the content of the application, referred to in the preceding sentence, specifies that a change of the ship mentioned in the Contract takes place in less than 14 days from the delivery of the application, the Ports Authority shall have the right to refuse to process such an application or to propose a different date for the amendment to become effective.

14. The change of the ship specified in the Contract shall require an annex to the Contract made in writing, subject to its invalidity, preceded by the procedure set out in paragraphs 8 to 13 of this Section, unless the Contract specifies otherwise.
15. Subject to further provisions of this paragraph, the procedure for the change of a ship mentioned in the Contract, as set out in paragraphs 8 to 14 of this Section, shall not be required when the change of a vessel referred to in the Contract takes place due to: accident of the ship due to reasons beyond the control of the Client, prolonged repair of the vessel or other similar external factors independent of the Client. In case of events mentioned in the preceding sentence, the Ports Authority's decision to omit the procedure for the introduction of a new ship, as set out in paragraphs 8 to 14 of this Section, is made at the discretion of the Ports Authority or the Terminal Administrator, provided the Client substantiates relevant events. The application of the provisions of this paragraph shall require prior confirmation by the Terminal Administrator in writing, subject to its invalidity, that the handling of the new ship does not require changes of conditions for handling of other vessels at the Terminal or changes in the organization of Terminal operation, as well as there are no additional requirements for the handling of the new ship and the handling time of the new ship does not differ from that of the ship mentioned in the Contract.
16. Subject to paragraphs 17 and 18 of this Section, 30 days of the date of the event justifying the application of paragraph 15 of this Section, calls of any vessel other than the one mentioned in the Contract shall be treated as calls of a vessel engaged in non-scheduled shipping in the meaning of the GCS and the Contract.
17. Paragraph 16 of this Section shall not apply in case before the expiry of the period referred to in the first sentence of paragraph 16 of this Section, the Client submits an inquiry in writing, subject to its invalidity, for the confirmation by the Terminal Administrator that the handling of the new ship does not require changes in handling conditions for other vessels using the Terminal or changes in the organization of Terminal operation and that there are no additional requirements for the handling of the new ship and the handling time of the new ship does not differ from that of the ship mentioned in the Contract.
18. In case the Ports Authority refuses to omit the procedure to introduce a new ship, as set out in paragraphs 8 to 14 of this Section, the Client shall be obliged within 14 days of the decision notified to the Client to submit to the Terminal Administrator an inquiry referred to in paragraph 8 of this Section. If for reasons attributable to the Client, the procedure for the introduction of a new ship set out in paragraphs 8 to 14 of this Section is extend by more than 45 days from the date of the inquiry being delivered to the Terminal Administrator, referred to in paragraph 8 of this Section, and after the period indicated in the first part of this sentence has elapsed, calls of any other ships than the one mentioned in the Contract shall be considered to be calls of ships engaged in a non-scheduled shipping in the meaning of the GCS and the Contract.
19. The burden of proof for any circumstances referred to in this paragraph, in particular those justifying the application of paragraph 15 of this Section, shall be the responsibility of the Client.

#### **Section 7. Violation of the Schedule**

1. A ship which violates the Schedule will be authorized to enter the terminal and will be moored and handled at the terminal as far as actual technical, organizational and operational capabilities allow, while taking into account the principle set out in paragraph 5(1) of the GCS.
2. In case a ship violates of the Schedule, the Terminal Administrator shall have the right to determine different handling rules for that ship from those laid down in the Contract or the GCS.
3. Subject to prior agreement with the Terminal Administrator and obtaining relevant consents for the movement of the vessel, a violation of the Schedule involving the departure of a vessel from the quay before the time set in the Schedule shall not be a basis for the Terminal Administrator or the Ports Authority to impose fines or claim compensation from the Client.

### Section 8. Introduction of a new liner ship

1. In case the Client intends to introduce a new liner ship and agree a new Schedule for that ship, the Client shall provide the Terminal Administrator with an inquiry made in writing, subject to its invalidity, which specifies relevant parameters of a new ship. The inquiry referred to in the preceding sentence shall be filed in line with the following deadlines:
  - a) at least 60 days before the first call of the new liner ship, provided the Client has made the Contract,
  - b) at least 120 days before the first call of the new liner ship, provided the Client has not made the Contract.
2. The inquiry, referred to in paragraph 1, shall include at least:
  - a) planned date of the introduction of the new liner ship,
  - b) technical specification of new liner ship parameters:
    - i. parameters of the new ship (length overall, breadth, draft),
    - ii. new ship ramp parameters (weight, length overall, breadth, permissible working load, positioning).
3. Within 14 days from the delivery to the Terminal Administrator of the inquiry, referred to in paragraphs 8(1) and 8(2) of the GCS, the Terminal Administrator shall inform the Client in writing about the possibility of handling the new liner ship, while indicating the time frames as at the date of the reply in which it is possible to handle a new liner ship at the Terminal. Before sending its reply, the Terminal Administrator shall have the right to request additional information from the Client, or to supplement information in the Client's inquiry. In such a case, the deadline referred to above shall be extended by a number of days proportional to the period during which the Client provides his response in writing, subject to its invalidity, including all information required by the Terminal Administrator, or supplements his inquiry in writing, subject to its invalidity, as required by the Terminal Administrator.
4. The Terminal Administrator shall not be obliged to respond to an inquiry that does not contain all information referred to in paragraph 2 of this Section or to an inquiry for which the Terminal Administrator has requested additional or supplementary information in accordance with paragraph 3 of this Section and the Client failed to comply with the request of the Terminal Administrator.
5. The Terminal Administrator shall immediately forward to the Ports Authority copies of all documents referred to in paragraph 1 to 4 of this Section.
6. Upon receipt of a reply from the Terminal Administrator, referred to in paragraph 2, the Client shall propose the Schedule for the new liner ship in accordance with the reply of the Terminal Administrator, and the Client shall forward to the Terminal Administrator such a proposal in writing, subject to its invalidity. The final version of the Schedule for a new liner ship and its submission for the approval by the Ports Authority shall be made no later than:
  - a) at least 30 days before the first call of the new liner ship, provided the Client has made a Contract,
  - b) at least 60 days before the first call of the new liner ship, provided the Client has not made a Contract.
7. The introduction of a new liner ship shall require an annex to be made to the Contract in writing, subject to its invalidity, or a separate Contract for the new liner ship, preceded by the procedure set out in paragraphs 1 to 6 of this Section. The development of an annex to the Contract or of a new Contract, referred to in the preceding sentence, shall take place not earlier than 90 days before the first call of the new liner ship.
8. The burden of proof for any of circumstances listed in this paragraph shall be borne by the Client.

9. In the event that inquiries concerning the introduction of a new liner ship with simultaneous determination of the Schedule for that ship apply to a period for which no Schedule have yet been established for all liner ships **using the Terminal** on the date of the inquiry, ~~the~~ Terminal Administrator or the Ports Authority shall have the right to refrain from responding or taking action on such an inquiry until Schedules **for all liner ships using the Terminal on the date of submission of the inquiry** are agreed upon for the period in question. **(amendment marked red made on 24.03.2021 in order to comply with the original text in Polish)**

#### Section 9. Lay-up of vessels in the Terminal

1. The possibility of ship's lay-up at a quay in the Terminal shall be determined by the Terminal Administrator in the Quay Use Plan.
2. Unless otherwise provided by the GCS, in particular 5(6) and 9(3) of the GCS, after disembarkation of passengers or unloading of cargo, or before embarkation or loading, the ship can stay at the quay in the Terminal provided the Terminal Administrator has expressed its prior consent and indicated a mooring location. Consent, referred to in the preceding sentence, may be given by specifying mooring and unmooring dates for the ship in the relevant Quay Use Plan.
3. At any time, the Terminal Administrator shall have the right to request the ship to leave the quay after disembarkation of passengers or unloading of cargo, and then request the ship to return to the quay at a time set by the Terminal Administrator, provided, in the opinion of the Terminal Administrator, it is necessary to make the quay available to another ship or ships.
4. The exercise by the Terminal Administrator of its rights, referred to in paragraph 3 of this Section above, shall not be considered as an incorrect performance of the Contract or a delay by the Ports Authority or the Terminal Administrator, or a violation of the GCS or ship-handling rules applicable in the Terminal and in the seaport of Świnoujście. Therefore, in case of any event referred to above, the Client shall not claim any damages or compensation or reimbursement of expenses or other benefits from the Ports Authority or the Terminal Administrator.

#### Section 10. Amendment of ship handling conditions

1. The amendment of conditions for the handling of ships set out in the Contract may be caused in particular by the following events or their possible consequences, which potentially prevent or impede the performance of the Contract: extension, rebuilding or modernization of infrastructure providing access to the seaport of Świnoujście or public port infrastructure in the seaport of Świnoujście, including Terminal facilities.
2. At any time, in the case of events related to circumstances referred to in paragraph 1 of this Section, which prevent or impede the implementation of the Schedule, in particular: construction accidents, other accidents or limitation or the lack of possibility to use the Terminal unforeseen by the Terminal Administrator due to events referred to in par. 1 of this Section, upon the request of the Ports Authority or the Terminal Administrator, the Client shall immediately make changes to the Schedule corresponding to those indicated by the Ports Authority or the Terminal Administrator.
3. The Terminal Administrator undertakes to act in good faith pursuant to paragraphs 1 and 2 of this Section to ensure that all Terminal users can maintain their liner shipping operation and make all reasonable efforts to minimize consequences of changes to the Schedule resulting from the application of this paragraph and reduce impact on previously agreed Schedules while taking into account interests of all Terminal users.
4. None of the events referred to in paragraphs 1 and 2 of this Section shall be considered an incorrect performance of the Contract or a delay by the Ports Authority or the Terminal Administrator, or the violation of the GCS or ship-handling rules applicable at the Terminal and the seaport of Świnoujście. Therefore, in case of events referred to in paragraphs 1 and 2 of this

Section, the Client shall not claim damages or compensation or reimbursement of expenses or other benefits from the Ports Authority or the Terminal Administrator.

#### Section 11. Access to premises

1. Based on separate contracts and subject to current availability and organizational capacity, the Ports Authority or the Terminal Administrator may provide access for the Client to cash or clearance desks at the Terminal whenever the presence of Client's representatives is required due to the organization of the operation of the Terminal.

#### Section 12. Liability

1. The liability of the Terminal Administrator and the Ports Authority is limited to actual damage only.
2. The Client and the crew of the vessel shall be liable on a risk bearing basis for:
  - a) safe approach and safe departure of the ship to/from the Terminal quay;
  - b) safety of loading and unloading of self-propelled vehicles with drivers (ro-ro);
  - c) correct mooring and unmooring of the ship;
  - d) safety of embarkation and disembarkation of passengers, in so far as passengers use the ship or equipment operated by the crew.
3. The Ports Authority, Terminal Administrator or persons whose services are used by the Ports Authority or the Terminal Administrator in the performance of Services shall be liable as far as they are responsible for:
  - a) readiness of the Terminal quay (from land and water sides) to handle the ship according to a relevant Quay Use Plan;
  - b) correct condition of mooring equipment at the quay and the activity of mooring personnel;
  - c) correct installation and removal of loading platforms;
  - d) organization of loading and unloading of semi-trailers using a tractor owned by the Ports Authority or the Terminal Administrator or other wheeled vehicles operated by a person contracted by the Ports Authority or the Terminal Administrator;
  - e) safety of embarkation and disembarkation of passengers in so far as passengers use Terminal facilities or equipment operated by the Ports Authority or the Terminal Administrator.
4. The Ports Authority, Terminal Administrator or persons contracted by the Ports Authority or the Terminal Administrator for the provision of services shall not be liable for any damage:
  - a) resulting from natural forces or force majeure;
  - b) resulting from decisions or rulings by public authorities or administration or from decisions or orders made by the VTS;
  - c) caused by the provision of assistance to which the Ports Authority or the Terminal Administrator or other entity are obligated to ensure general safety, shipping safety, the security of the seaport of Świnoujście or its users;
  - d) resulting from incomplete or incorrect information provided to the Ports Authority or the Terminal Administrator;
  - e) arising out of defects in object which are not the property or in possession of the Ports Authority or the Terminal Administrator;
  - f) resulting from the incorrect technical condition of vehicles, semi-trailers, devices or their components or equipment, unless the Ports Authority or the Terminal Administrator bears statutory liability for such events;
  - g) resulting from poor maritime stowage practice; and
  - h) caused by passengers or the crew of the ship.
5. The compliance by the Ports Authority or the Terminal Administrator with the law, decisions or rulings of authorities or public administration, decisions or orders by the VTS, instructions or decisions made by other authorized parties etc. shall not be considered as incorrect

performance of the Service or the Contract or a delay by the Ports Authority or the Terminal Administrator, or a violation of ship-handling rules applicable in the Terminal and the seaport of Świnoujście. Therefore, in case of events referred to above in this paragraph, the Client shall not claim any damages or compensation or reimbursement of expenses or other benefits from the Ports Authority or the Terminal Administrator.

6. The Client shall immediately and proportionally to the degree of his fault or negligence indemnify and hold harmless the Ports Authority or the Terminal Administrator, their employees, personnel or persons whom the Ports Authority or the Terminal Administrator use for the performance of the Contract or Services or the handling of the Client's ship in relation to damage caused, also partially, due to the negligence or omission by the Client or other person for whom the Client is liable at law.
7. The Client shall immediately notify to the Terminal Administrator in writing, subject to its invalidity, any damage connected with the operation of the Terminal or Services. A report shall be made immediately to determine the damage and its size. The report should be signed on behalf of the Terminal Administrator and the Client.

### **Section 13. Rules and procedures**

1. The Client shall comply with provisions or regulations applicable in the Terminal, in particular those set out in Annex 1 to the GCS, and instructions given by representatives of the Terminal Administrator or the Ports Authority, in particular related to safety of ship, passengers and cargo handling, as well as customs and good port practice, to the extent they are in line with the law.
2. The Terminal Administrator wants to emphasize the fact that the list of provisions, tariffs and regulations in paragraph 1 of this Section is not exhaustive and closed. Relevant documents containing binding provisions in their current version are available at the website of the Terminal Administrator: <http://www.sft.pl/do-pobrania>.

## **III. FINAL PROVISIONS**

### **Section 14. Interpretation of GCS provisions**

1. Services and the implementation of the GCS provisions shall be governed by the law of the Republic of Poland.
2. The GCS provisions shall be interpreted in compliance with the law. If any of the GCS provisions becomes invalid or, by law or final decision of any court or authority or public administration, is declared invalid or ineffective, all other provisions of the GCS shall remain binding. Such an event shall not affect the validity, enforceability or the performance of the other GCS provisions.
3. Titles of sections are of no legal significance and do not affect the interpretation of GCS provisions.
4. References in this document to particular sections of the text (paragraphs, sub-paragraphs etc.) are references to those sections only.
5. Where the GCS uses plural forms, the same provisions shall apply to singular forms. Where the GCS uses singular forms, the same provisions shall apply to plural forms.
6. The Annex is an integral part of the GCS. In the case of a discrepancy between the content of annexes and the GCS, the content of the GCS shall decide.
7. References included in the GCS to regulations set by other laws, tariffs, price lists or documents refer to provisions applicable on the date of the Service or the application or performance by the Terminal Administrator of provisions of law, other regulations, tariffs, price lists or documents (including those created after the GCS, deletions, additions, and other changes become effective).

### 15. Entry into force

1. The provisions of the GCS contained in this document shall enter into force on 01 January 2021.
2. This GCS shall repeal the earlier version of the GCS contained in the document entitled: *'Tariff and General Conditions for the Provision of Services Related to the Use of Port Infrastructure in the Ferry Terminal of Świnoujście'*, valid from 01 July 2016.
3. By commissioning of the service or ship, passenger or cargo handling, or the commencement of the use of a quay by a ship, passengers or cargo, the Client accepts without reservations the GCS and the Client, persons acting on behalf of the Client, persons whom the Client uses for the performance of the Contract and crews accept all provisions of the GCS and the obligations of the above-mentioned persons arising from the GCS as binding.