

General terms and conditions

as of January 2020

**General Terms and Conditions
of Business**

General terms and conditions	1
I. General provisions.....	3
§ 1 Preamble.....	3
§ 2 Scope of application and supplementary regulations	3
II. Terminal and operating regulations.....	3
§ 3 Scope of application and purpose	3
§ 4 Duties of the users	4
§ 5 Handling of dangerous goods	4
§ 6 Operating hours	4
§ 7 Office.....	5
III. Terms and conditions for business	5
§ 8 Placing of order and content	5
§ 9 Fulfilment of contractual obligations / Involvement of third parties.....	5
§ 10 Cargo handling	6
§ 11 Handling restrictions.....	6
§ 12 Orders for or cancellation of workforce.....	7
§ 13 Vessel clearance	7
§ 14 Loading and unloading	8
§ 15 Loading of vessels	8
§ 16 Unloading of vessels.....	9
§ 17 Motor vehicle traffic	9
§ 18 Commercial road freight transport.....	9
§ 19 Forwarding and logistics	10
§ 20 Warehousing.....	10
§ 21 Workshop and service	10
§ 22 Charges.....	11
§ 23 Terms of payment	11
§ 24 Exclusion of set-off	11
§ 25 Liability of the Client	11
§ 26 Liability of MPT	12
§ 27 Notice of claim.....	14
§ 28 Limitation	14

§ 29 Final provisions 14**I. General provisions****§ 1 Preamble**

Mukran Port Terminals GmbH & Co.KG (hereinafter referred to as MPT) is a comprehensive port service provider and is active in particular as an operator of terminals, as a handling and warehouse company, as a company providing services for goods and means of transport, in the maintenance and repair of the company's own transport and handling technology. The following regulations do not apply to consumers within the meaning of the German Civil Code (BGB).

§ 2 Scope of application and supplementary regulations

1. The General Terms and Conditions (GTC) will apply to all business relationships of MPT as well as all contracts concluded within the scope of its activities.
2. Insofar as these GTC do not contain any deviating provisions, the German Freight Forwarders' Standard Terms and Conditions (ADSp) 2017 will apply in addition.
3. In addition to these GTC, all relevant regulations under public law must be observed when using the port facilities. In particular, the Ordinance on Ports in Mecklenburg-Vorpommern (HafVO M-V) of 17 May 2006 (Law and Ordinance Gazette (GVOBl.) M-V 2006, p. 355), the State Ordinance on the Handling of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (Port Dangerous Goods Ordinance - HGGVO M-V) of 22 January 2008 as well as the Port Usage Regulations of the City of Sassnitz as amended from time to time.

II. Terminal and operating regulations**§ 3 Scope of application and purpose**

1. Within the scope of these GTC, the following regulations apply to the use of the terminal facilities operated by MPT.
2. Terminal facilities include, in particular, the open spaces, loading lanes, ramps, entrances and exits, transshipment facilities, railway tracks as well as the facilities and structures on the terminal.

3. The terminal facilities serve the loading and unloading of vessels, conventional freight and rail traffic as well as the warehousing of goods associated with transshipment on the sites and areas prepared for this purpose.

§ 4 Duties of the users

1. Persons who are on the premises of MPT, drive on the premises with vehicles or use the premises in any other way must comply with the rules and prohibitions displayed by signage and follow the instructions of MPT employees appointed for supervision.
2. In the event of infringements, the stay on the premises of MPT may be prohibited permanently or for a certain period of time.
3. The same applies if there are facts against persons which justify the assumption that their stay on the premises of MPT endangers the safety or order of the operations.

§ 5 Handling of dangerous goods

1. Any person bringing dangerous goods onto the port premises of MPT shall ensure compliance with the State Ordinance on the Handling of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (HGGVO) referred to in § 2 No. 3 of these GTC.
2. Dangerous goods must be notified to MPT at least 24 hours before being brought onto the port premises. In the case of shipping, this notification must be made at the latest when leaving the port of departure for incoming dangerous goods and at the latest at the time of transfer to the port area for outgoing dangerous goods.
3. Goods that are not subject to the regulations of the State Ordinance on the Handling of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (HGGVO), but which may pose hazards due to their specific characteristics, must be labelled accordingly.
4. Goods that are hazardous to health or appear unsuitable for storage for other reasons may be excluded from storage.
5. Motor vehicles that are loaded with dangerous goods and are not immediately cleared or do not immediately leave the port premises after clearance are to be parked in the separately designated dangerous goods parking areas.

§ 6 Operating hours

1. Work is regularly carried out at the terminals on weekdays between 06:00 and 15:30.

2. If necessary, the regular working hours may be deviated from by individual contract. In this case, unloading and loading work outside the regular working hours mentioned in No. 1 must be notified within 12 hours before the planned implementation.

§ 7 Office

The MPT office and the office for dangerous goods can be reached from Monday to Friday from 08:00 to 16:30, except on public holidays:

Office

Phone: +49(0)38392 / 55 370

Fax: +49(0)38392 / 55 372

Dangerous Goods Office

Phone: +49(0)38392 / 55 378

Mobile: +49(0)173 - 403 5042

III. Terms and conditions for business

§ 8 Placing of order and content

1. The services of MPT shall be provided on the basis of orders placed in writing and confirmed in writing by MPT.
2. The orders placed must contain all information required for the proper fulfilment of the order by MPT.
3. The order shall also include any instructions on the handling of the goods.
4. The Client shall guarantee the correctness of all its information.
5. Any changes to the order must be notified to MPT in writing without delay.

§ 9 Fulfilment of contractual obligations / Involvement of third parties

Unless expressly agreed otherwise, MPT shall be entitled to transfer the performance of contractually assumed services to third parties.

§ 10 Cargo handling

1. Handling work is always carried out with the company's own handling and transport equipment using MPT's operating personnel.
2. In exceptional cases, handling work may also be carried out by technology and personnel provided by the vessel, in particular if MPT is unable to carry out such activities due to a lack of its own technical equipment or skilled personnel. This requires an express individual contractual agreement in each case.
3. The use of third-party handling and transport equipment requires the approval of MPT. Approval may be granted in particular if the relevant equipment cannot be provided by MPT.
4. If the Client carries out handling and transport work on its own or has it carried out by third parties, MPT shall be entitled to demand a fee which includes the profit lost due to the self-execution or execution by third parties.
5. After the handling and transport work has been carried out by the Client or a third party, the terminal facilities must be cleaned and tidied up. If the Client does not comply with the above obligations immediately despite being requested to do so, MPT may carry out the clearance and cleaning work itself or have it carried out by third parties at the Client's expense.

§ 11 Handling restrictions

1. Excluded from handling are goods which are unsuitable for reception due to their properties, condition and / or packaging and / or which endanger safe cargo handling.
2. For the handling of valuables, works of art, precious metals, money and securities, live animals as well as fragile, temperature-sensitive, easily perishable or other goods, the handling of which requires special precautions at the terminals of MPT, the reception and handling conditions shall be agreed separately. The Client shall obtain the agreement. In the absence of a separate agreement, MPT shall not be liable for damage caused by the special nature of these goods. At the request of MPT, the aforementioned goods must also be insured by the Client at its expense. A confirmation is then to be presented without being asked.
3. Goods that endanger the terminal facilities or other goods stored or handled on the company premises must be removed from the company premises immediately at the request of MPT. If the Client will not comply with the instructions issued in this regard,

MPT shall be entitled to carry out the measures ordered itself or have them carried out by third parties at the expense and risk of the Client.

§ 12 Orders for or cancellation of workforce

1. Orders for or cancellations of workers must be made in writing to MPT during daily office hours in accordance with § 7. If the orders and cancellations of workers are made orally or by telephone, they must be confirmed in writing without delay.
2. The order of workers for work outside MPT's regular working hours on weekdays must be made at least 36 hours before the start of work.
3. If an order is not placed within the period specified in No. 2, MPT shall be entitled, but not obliged, to provide the relevant labour at the time requested.
4. The cancellation of workers ordered for work outside the regular working hours pursuant to § 6 No. 1 shall be made at least 24 hours before the scheduled start of work.
5. If an order for work outside regular working hours is cancelled at a later time, the Client shall bear the additional costs for the contractually agreed provision of workforce outside regular working hours. In this case, the Client shall also pay a lump sum of 21.00 euros net/hour per ordered worker.
6. The cancellation of workers ordered for work within the regular working hours pursuant to § 6 No. 1 shall be made at least 6 hours before the scheduled start of work.

§ 13 Vessel clearance

1. The notified loading or unloading operations will be carried out in accordance with the order confirmation.
2. During vessel clearance, scheduled vessels that regularly call at the ferry port of Sassnitz on dates announced in good time have priority over all other vehicles.
3. For loading and unloading, the cargo manifests (cargo lists, etc.) are to be submitted in good time so that MPT can make the necessary transshipment arrangements. Loading and unloading vessels shall arrange their operations in such a way that handling operations are not delayed or interrupted.
4. MPT shall be entitled to stop cargo handling and to demand that the vessel moves to another berth if this is necessary for cargo-specific reasons or if the vessel or the stevedores deployed on the vessel's side do not properly fulfil their obligations due to a

lack of personnel, refusal of ordered overtime hours or for other reasons including force majeure. MPT shall not be responsible for any disadvantages resulting therefrom.

5. If the Client uses a supercargo or a vessel's own stevedore on its own account, the latter shall be solely responsible for the proper loading of the vessel.

§ 14 Loading and Unloading

Insofar as MPT undertakes the handling of delivered goods, the loading or unloading of each cargo unit shall be deemed as handover to the person authorized to dispose of the respective means of transport.

§ 15 Loading of vessels

1. Cargo units shall be moved by MPT to the stowage location specified by the vessel in accordance with the order placed.
2. Conventionally transported cargo shall be placed on board the vessel by MPT using suitable equipment. Each heave shall be deemed to have been taken over by the vessel when it has passed the vessel's rail completely.
 - a) The lifting gear of MPT shall operate in the vessel's area from and up to the railing in accordance with the instructions of the person in charge of the vessel. The vessel shall provide responsible signalling by a signalman to this extent.
 - b) The vessel is responsible for carrying out any necessary assistance, such as guiding the goods and removing them from the crane hook. If the vessel does not fulfil this obligation, MPT may provide its own personnel. This service will be charged separately.
 - c) Upon request, the employees of MPT shall be granted access to the areas of the vessel in which MPT is working with its lifting gear. The individual responsibility of the personnel deployed on the vessel's side for the activities incumbent upon them, such as signalling, remains unaffected by this.
3. Rolling cargo units that are moved with MPT handling equipment are deemed to have been taken over by the vessel when they are parked in the parking space specified by the vessel. In the vessel's area, stowage shall be carried out in accordance with the instructions and signalling of the person in charge of the vessel.
4. The vessel shall be liable for all damage caused by the incorrect instruction or signalling of those appointed by the vessel.

§ 16 Unloading of vessels

1. Cargo units are unloading by MPT in accordance with the order placed and brought ashore.
2. Conventionally transported goods are to be attached to the lifting gear of MPT for the purpose of unloading through the vessel's stevedores in the hatch or on deck in such a way that the crane hook and crane rope are vertical when lifting. The goods shall be deemed to have been loaded - subject to further ascertainment of the number of units, condition, etc. - are deemed to have been taken over by MPT when they pass the vessel's rail.
3. Rolling cargo units that are moved with MPT handling equipment are deemed to have been taken over by MPT when they are attached to the respective handling equipment. In the vessel's area, the unloading process is carried out in accordance with the instructions and signalling of the person in charge of the vessel.
4. MPT shall retain custody of the discharged goods until delivery to the consignee or until further loading onto the connecting means of transport. Upon delivery or onward loading onto the connecting means of transport, the goods shall be deemed to have been taken over by the consignee or the person authorised to dispose of the respective connecting means of transport.
5. In all other respects, § 15 no. 2 to no. 4 shall apply mutatis mutandis.

§ 17 Motor vehicle traffic

1. Goods arriving or departing on motor vehicles shall be unloaded or loaded by MPT in accordance with the orders placed with it.
2. If loading is carried out by MPT, the goods arriving on motor vehicles are stowed according to the driver's instructions. The driver of the vehicle is responsible for sufficient fastening to protect the goods as well as the operational safety of the motor vehicle.

§ 18 Commercial road freight transport

A separate transport order must be concluded between MPT and the Client for the transport of goods which are transported with the Client's own means of transport.

The order shall specify all services to be provided.

§ 19 Forwarding and logistics

If goods transports are offered to third parties, the handling shall be carried out in accordance with the scope of services agreed with the Client.

The order shall specify all services to be provided.

§ 20 Warehousing

1. A separate warehouse contract must be concluded with MPT for warehousing. This does not apply to intermediate storage for transport purposes.
2. MPT may reject goods that do not appear suitable for warehousing.
3. Dangerous goods may only be brought into the port area with the express permission of MPT.
4. The first storage day is the day on which the warehouse is occupied, the last storage day is the day on which the stored goods are loaded. The calculation of the storage fee is based on the required area size.
5. MPT may terminate an existing storage contract without notice for reasons of average or force majeure or for exceeding the agreed storage time or the agreed storage quantities.
6. MPT shall only release stored goods upon presentation of the consignment documents issued or signed by the person authorised to dispose.
7. The MPT is entitled to verify the authenticity of signatures or the authority of the signatory.
8. MPT does not insure the stored goods.
9. If MPT asserts a statutory lien in the case of storage transactions, the waiting period of Section 1234 German Civil Code (BGB) shall be reduced to 10 days after the dispatch of the notice of sale.

§ 21 Workshop and service

1. Maintenance, servicing and repair of the vehicles and terminal technology located in the port area are carried out by MPT in accordance with legal and type-specific requirements.
2. An order must be issued for each maintenance, servicing or repair on vehicles/technology.
3. All work, material prices and service fees must be listed in detail in this order. If faults or defects become apparent during the repair/maintenance that were not known or recognisable when the order was placed, MPT will send a supplemented order for approval. The work will then be interrupted until release, if necessary.

§ 22 Charges

The fees and charges for the services offered by MPT are based on the tariffs of MPT as amended from time to time.

§ 23 Terms of payment

1. Invoices issued by MPT are to be paid without deductions within 14 days of receipt of the invoice. Complaints against the invoice shall not release the Client from compliance with this payment deadline. The Client's obligation to pay the invoice amount is fulfilled when the amount has been received by MPT as a cash deposit or in its bank accounts.
2. MPT may demand advance payments from the Client. This shall apply in particular if
 - if it is a Client unknown to MPT until then,
 - the Client falls into arrears or is in arrears with its current payment obligations to MPT or part thereof,
 - MPT has other concerns about the Client's solvency.
3. If MPT demands an advance payment in accordance with No. 2, it shall be entitled to defer agreed or outstanding services to be rendered by it until receipt of the advance payment. Instead of the advance payment, the Client may provide security in the form of a directly enforceable, unlimited and unconditional guarantee of a major German bank corresponding in amount to the advance payment. The guarantee must not contain an escrow clause.
4. Insofar as MPT has already begun with the fulfilment of the contract and demands a security during the ongoing fulfilment of the contract and this has not been received within one week, MPT is entitled to withdraw from the contract.

§ 24 Exclusion of set-off

Offsetting against claims of MPT is only permissible with undisputed or legally established counterclaims.

§ 25 Liability of the Client

1. The Client shall be liable for all damage resulting from incorrect, inaccurate or delayed information, in particular concerning the number of units, weight or nature of the goods, due to defective or inadequately packed goods to the goods themselves, to the facilities of MPT, to the goods stored or handled there or to third parties.

2. The Client shall also be liable to MPT for all damages incurred by MPT as a result of non-compliance with instructions and offers issued.
3. In all other respects, the Client shall be liable in accordance with the statutory provisions.

§ 26 Liability of MPT

1. The following liability provisions shall apply irrespective of the contractual or non-contractual basis on which a claim for damages may be based.
2. Further liability limitations in other provisions of these GTC and / or in individual agreements remain unaffected.
3. MPT shall be liable for any culpable injury to life, limb and health attributable to it.
4. Furthermore, MPT shall be liable for any culpable breach of such obligations attributable to it, the fulfilment of which is a prerequisite for the proper performance of the contract and on the adherence of which the Client may regularly rely (cardinal obligations).
5. In all other respects, MPT's liability is excluded unless it is based on an intentional or grossly negligent breach of duty on the part of MPT or its legal representatives or vicarious agents. This applies in particular in the following cases:
 - a) for damage occurring during handling with cranes and other handling equipment, in particular
 - aa) for property damage to items improperly stowed under or directly next to the goods to be handled;
 - bb) for property damage in the hold or to the vessel if the vessel is used for the agreed handling method is not suitable;
 - cc) in the event of material damage to parts, equipment or accessories of the vessels which are exposed to contact by handling equipment and which are not secured by appropriate protective devices in good condition;
 - dd) in the event of material damage caused by third parties, in particular by improper fastening of the goods or operation of the gripper or by improper configuration of the handling equipment
 - ee) in the case of material damage to other objects caused by the falling of suspended loads;
 - ff) in the case of material damage to rolling cargo units caused in particular by faulty instruction or signalling by the vessel's agents or other third parties;
 - b) for damage caused by force majeure, natural disasters, war and civil war or warlike events, in particular acts of terrorism, strikes, lockouts, labour unrest, political acts of

violence, riots, other civil disturbances, sabotage, seizure or intervention by public authorities or official orders;

- c) for damages resulting from an incorrect order placing by the Client and / or are caused by the Client's property, this includes in particular wagon demurrage, demurrage on vessels and other costs;
 - d) for damage caused by missing or inadequate documentation, including in particular customs documents, commercial invoices, certificates and certificates of origin, as well as specifications for exceptional goods (heavy and oversize) and dangerous goods;
 - e) in the event of robbery, theft, vandalism, fire, flood, inundation, frost or other damage, storm and explosion damage;
 - f) for damage caused by wastage, shrinkage, breakage, rust, internal spoilage, puncture or leakage due to the nature of the goods and vermin;
 - g) for defects in the seaworthy packaging;
 - h) for weathering or other external influences if goods are stored outdoors as is customary in the trade or as agreed;
 - i) for damage during assistance provided by MPT in the event of accidents of any kind.
6. MPT's liability for damage to property is limited to the extent of the damage normally incurred in the realisation of the risk typical for the industry. It shall not be liable for atypical indirect or consequential damage.
7. If MPT is liable to pay compensation for damage to or loss of goods, the liability to pay compensation shall be limited to the fair market value or, in the absence thereof, to the value of goods of the same type and quality at the time of the damaging event at the place of loading, unloading or storage.
8. In the event of liability, MPT's obligation to pay compensation for personal injury and/or property damage shall be limited to a maximum amount of Euro 10,000,000.00 and for financial loss to a maximum amount of Euro 1,000,000.00 per claim. If the sum of the individual claims per claim is higher than the specified maximum amounts, these shall be distributed proportionately among the calculated individual claims.
9. In commercial road freight transport, MPT is liable in accordance with German Freight Forwarders' Standard Terms and Conditions (ADSp) 2017.

§ 27 Notice of claim

1. Damage must be reported to MPT in writing without delay, at the latest within 48 hours of becoming aware of the damage.
2. The Client must notify MPT of the loss of or externally recognisable damage to goods or a motor vehicle at the latest when the goods are handed over. Otherwise it shall be assumed that the goods or motor vehicle have been handed over in a condition in accordance with the contract.

§ 28 Limitation

1. Claims against MPT for loss of or damage to the goods or for exceeding the delivery period, which are based on an intentional or reckless act and are committed in the knowledge that damage is likely to occur, or are based on omission, shall become time-barred after three years.
2. Section 439 (2) German Commercial Code (HGB) shall apply to the commencement of the limitation period according to No. 1.
3. In the event of liability due to intent or due to injury to limb, life or health, the statutory limitation period shall apply. Otherwise, all claims against MPT shall become statute-barred within one year.
4. In other cases, the limitation period shall commence at the end of the year in which the claim arose and the Client became aware of the circumstances giving rise to the claim and the person of the debtor, namely MPT, or should have become aware without gross negligence.

§ 29 Final provisions

1. German law shall apply to all legal relationships between MPT and its Clients or third parties, including any legal successors.
2. The place of performance is Sassnitz.
3. All disputes arising from the contractual relationship, if the Client is a merchant, a legal entity under public law or a special fund under public law, shall be brought before the court which has jurisdiction for the registered office of MPT. This place of jurisdiction is exclusive for claims against MPT. MPT is also entitled to take legal action at the respective competent court in Hamburg.

Sassnitz, this