

## GENERAL PROVISIONS

- Art. 1 The Port Sevedoring Company Multi Service s.r.l., thereafter M.S., carries out its activities in the Venice trading port.
- Art. 2 M.S. will perform the activities specified in this file "Prices and regulations" at the prices and terms currently in force (provided that there are available moorings) and accepts to carry out loading/unloading operations subject to the ordinary requirements of the harbour traffic within the Terminal, unless this is made impossible by particular circumstances or facts that cannot be attributed to it.
- Art. 3 The current "Prices and regulations" and any changes or additions will be released through the deposit by the Harbour Authorities of Venice.
- Art. 4 The prices specified in this file "Prices and regulations" include technical, administrative and organisational services in general, and also the use of the harbour infrastructures required to carry out the operations.
- Art. 5 The access to the terminal working areas (warehouses, yards and quays) is only allowed to people authorized by the M.S. Security Office, whose authorization will also be required for the use of mechanical means by third parties.

### 1. Settlements and payments

Art. 6 Payment of services

In general, services will have to be paid in cash beforehand. Exceptionally, services may be paid for at a later date upon production of the invoice only against warranty or some other guarantee considered acceptable by the unquestionable decision of M.S.  
With reference to outstanding debts, M. S. may resort at any time and with no formalities to established deposits and to stored goods and, if necessary, exercise on the latter the lien under art. 2756 of the Italian Civil Code.

Art. 7 Production of administrative documents and accounting records

Customers requesting loading and/or unloading operations will have to apply in writing to M.S., also by fax, undertaking to produce the "ship arrival notice" as soon as possible, confirm the date and time of arrival at least 48 hours in advance (specifying the characteristics of the ship), and carry out the following administrative procedures.

- a) Landing procedures:  
before the landing, the Ship's Agent sends the "ship arrival notice" by fax to the Operational Office at least 48 hours before the arrival, specifying the following information:
- a. ship name and journey number;
  - b. agency name and line;
  - c. type of ship;
  - d. main characteristics of the hull;
    - 1) length and width overall;
    - 2) length and width of hatches;
    - 3) length, width and height of holds and corridors, and load (stress) to enable its use on board with AF;
    - 4) depth of coamings;
    - 5) position of the propeller shaft tunnel (if pertinent);
  - e. if required, type and capacity of the ship's cranes;
  - f. list of the goods to be unloaded, item by item, with their respective Receivers, bill of lading

terms and whether the goods will be unloaded on the yard, in the warehouse or directly onto vehicle;

- g. loading plan and possible hatches to identify the bills of lading and marks for landing;
- h. for organizational purposes, discharging rates and/or maximum time of vessel's stay;
- i. if it is possible to operate in case of rain and on which holds;
- l. unloading priorities and restrictions.

The Agent will have to provide the Operational Office with the shipping specification of the goods to be unloaded (Exhibit 1) at least 36 hours before the beginning of the operations. The Agent will also have to hand in a copy of the Customs manifest to the Operational Office within the specified deadline.

Before the operations begin, the Receiver will have to produce to the Operational Office the clearance certificates to withdraw the goods unloading them directly onto vehicle, specifying the following information:

- a. name of the person on the heading of the invoice relating to the operations under ship's derrick and unstowing;
- b. customs reference number of goods and corresponding position number.
- c. Loading operations
  - production on the part of the ship's master (or other person in authority) of a copy of the "loading list" at least 48 hours before the beginning of the operations;
  - production on the part of the single shippers of the "packing list" at least 24 hours before the end of the operations.
  - production on the part of the person who has ordered the operations of a statement on the exact terms of the invoice heading and any compensation for expenses, at least 24 hours from the end of the operations.

The customer will have to act in compliance with art. 35 below.

If the above-mentioned administrative procedures are not complied with within the specified terms, M.S. accepts no responsibility for any delay or inconvenience arising during the operations, reserving the right to prevent the operations from starting or from continuing, and/or to proceed to statutory invoicing, by the unquestionable decision of M.S. itself.

#### Art. 8 Particular administrative and accounting procedures

It being understood that the requirements specified in the previous article hold valid, before moving containers and rolling vehicles, interested customers will have to fill in the appropriate form and hand it in to the competent offices otherwise the operations will not start.

#### Art. 9 Date of payment of invoices

- The minimum amount for invoicing is 30,000 liras.

Invoices are issued by M.S. for prompt payment: they will have to be paid within fifteen days from the issuing date. After that period, default interests will accrue being calculated solely on the effective number of days of delay at an annual rate amounting to the "official discount rate" increased by 2 points, or the corresponding rate that will be determined after the adoption of the Euro.

Complaints do not exempt from payment within the above-mentioned terms.

#### Art. 10 Complaints relating to the invoicing of harbour services

Complaints against invoices issued by M.S. will have to be lodged against M.S. itself together with the receipted invoice, or evidence of payment, through registered letter within 15 days from the date on the invoice.

Refunds will be made within 30 days and, if this is not possible, the customer will receive, starting from the 31st day from the lodging of the complaint, an interest on the amount in question amounting to the "official discount rate" increased by 2 points, or the corresponding rate that will be determined after the introduction of the Euro.

Art. 11 Application of surcharges

The different surcharges provided for in this file "Prices and regulations", or other surcharges determined to compensate for working conditions that entail a poorer performance (i.e. dustiness, mineral denseness, uncomfortable working conditions in the hold) will be applied to base prices.

Art. 12 Working methods

Prices displayed or in any case established by M.S. refer to the standard working methods used by specialised terminals.  
Different methods will have to be agreed upon in advance.

Art. 13 Refusal to serve customers in default

M.S. may refuse to serve customers who in the past did not fulfill their commitments, those who were placed in default, or those who refused to make a deposit in cash amounting to the total value of the services to be invoiced.

Art. 14 Activities not included

The activities not included in the present file "Prices and regulations" will have to be agreed upon separately in advance.

## **2. Liabilities**

Art. 15 Limits

With reference to activities and services in general requested to M.S., the latter acts to third parties within the limits under the laws in force.

Art. 16 Liability for damages: causes of exclusion

M.S. accepts no responsibility for damages caused by fortuitous circumstances or by force majeure, public authorities provisions, packing defects, the nature or faults of the goods themselves (deterioration, weight loss, leakage, breaking, spilling, drying, dispersion, etc.), wrong or inadequate specification of the nature of the goods or the weight of parcels, or by the customer. M.S. accepts no responsibility either for delays that may occur in customs operations, or delays due to an excessive demand of services, inadequacy of transport means or any other cause beyond its control.

Moreover, M.S. accepts no responsibility for delays and damages caused by the breaking or the late preparation of machinery, or by the exercise of the right to strike or other trade union rights on the part of the personnel, including third parties.

Art. 17 Responsibilities in the storage of particular goods

The customer releases M.S. from all responsibilities for the contamination of stored goods, unless he had explicitly specified, before storing the goods, that owing to their own nature, the goods could not get in contact with different materials, and had accepted to pay the corresponding surcharge (agreed upon every single time), it being understood that M.S. has the right to refuse that cargo, notwithstanding the general trade agreements.  
However, the acceptance on the part of the customer (or his legal representative) of the storage place proposed by M.S. exempts the latter from any responsibility.

Art. 18 Responsibilities in the storage of goods in the open air

Unless explicitly specified by the customer, the goods will be stored outside, therefore M.S. accepts no responsibility for goods that ought to be stored indoors unless this kind of storage is explicitly requested.

The goods that ought to be stored indoors that cannot fit in the warehouse may be discharged on the yard against production of a letter of indemnity (collection order) exempting M.S. from any responsibility for that kind of storage. Without that letter, M.S. may refuse to store the goods.

Art. 19 Inspections and reserves

As soon as the goods arrive, M.S. will inspect the packing and, in case of repeated irregularities, it will make the necessary cross-inspections, assessing the conditioning and possibly the weight, and expressing its reserves on the document of goods receipt or in any case in writing.

M.S. has no responsibility whatsoever for any flaws or damage of the goods, unless these are specified in writing within the date of redelivery to those entitled to it.

Art. 20 Effects of reserves

The reserves expressed by M.S. when accepting to store the goods hold valid also for any flaw and damage originating from the flaws and damage that were object of the reserves.

### **3. Working methods and working hours**

Art. 21 Working hours

The working hours at the Terminal are the following:

- Monday to Friday

morning 08.00 - 12.00

afternoon 13.00 - 17.00

(a) evening shift 17.00 - 23.30

(b) night shift 23.30 - 05.30

- Saturday

(c) first shift 08.00 - 14.30

(d) second shift 14.30 - 21.00

- Sunday

(e) first shift 08.00 - 14.00

(e) second shift 14.00 - 20.00

- holidays

(e) first shift 08.00 - 14.00

(e) second shift 14.00 - 20.00

(a) To be considered ordinary working hours, at customer's request, only with reference to ship's operations.

(b) The night shift is provided for ship's operations only at customer's request, subject to the provisions of the following Article.

(c) To be considered ordinary working hours, except for the traffic of cereals and meal, for which it

- is only provided for redelivery operations and, at customer's request, for ship's operations.
- (d) To be considered ordinary working hours for Ro/Ro vessels.
- (e) Only provided for ship's operations and at customer's request.

Art. 22 Applicable regulations

In order to complete both ship's and non-ship's operations, it is possible to ask for the continuation of the works within the following limits:

- one hour for work in shifts.
- two hours for working days with a lunchtime break.

No night shift is allowed on Saturdays, Sundays, holidays and the day before holidays.

Operations will be allowed in half days (afternoons), evening and night shifts, on Saturdays, Sundays and holidays only if general working conditions (assessed during the planning stage) allow them.

Work in the evening and night shifts, on Saturdays, Sundays and holidays can only be requested according to the terms provided for each working shift and subject to the corresponding regulations and charges.

Art. 23 Holidays

The following dates are to be considered holidays:

- 1st January - New Year's Day
- 6th January - Epiphany
- Easter Monday
- 25th April - Liberation Day
- 1st May - Labour Day
- the 1st Sunday of June - Republic Day
- 15th August - the Assumption
- 1st November - All Saints' Day
- the 1st Sunday of November - Victory Day
- 21st November - Madonna della Salute
- 8th December - the Immaculate Conception
- 25th December - Christmas
- 26th December - Boxing Day

On the above-mentioned days, the holidays surcharge will be applied.

Art. 24 Announcement of non-working day

Should M.S. announce, by its unquestionable decision, that no work can be performed on account of the adverse climatic conditions or other events of force majeure, the activities at the terminal will be stopped for the period considered necessary.

#### **4. Required and cancelled services**

Art. 25 Regulation of required and cancelled services

M.S. fulfills, as much as possible, the services required daily in order to accomplish the most rational use of machinery and workers and fulfill the undertaken trade commitments.

The requested services will have to be consistent with the amounts of goods to move.

If the requested services exceed the necessary ones, M.S. may charge the rates commensurate with the inactivity value specified under each chapter.

During the direct discharge of goods onto vehicles, customers must assure a constant flow of vehicles alongside the ship for the withdrawal of the goods. In case of interruptions or delays in the above-mentioned operations, owing to the inadequate number of vehicles or to other causes that cannot be attributed to M.S., all corresponding expenses for inactivity will be charged.

In all operations to/from storage, customers have to comply with the ordered amounts. Should the

difference between the ordered and the handled amounts exceed 5%, the charge will be calculated on the larger amount. Moreover, should the handled amount exceed the ordered amount by more than 5%, M.S. may enforce the provisions that it will deem necessary in order to guarantee the regular execution of the planned operations. The request and cancellation of the services supplied by M.S. have to be produced by fax or in writing.

Requests have to be presented to M.S. within the following hours:

- for the operations to be carried out from Tuesday to Saturday, by 4 p.m. of the previous working day;
- for the operations to be carried out on Sundays and Mondays, by 4 p.m. of the previous working Friday.

#### Requests of services with the "barring rain" clause

In order to resort to the power of cancellation and inactivity of one or more teams on account of adverse climatic conditions, at the time of request of manpower the "barring rain" clause will have to be called. However, the teams are entitled to continue the operations should the command of the vessel judge that the climatic conditions are not adverse enough to hamper the operations.

Such clause also enables to postpone for all practical purposes the terms for cancellation provided for in the previous paragraph, even at the sixtieth minute from the beginning of the working shift. The conditions to resort to the above-mentioned clause in order to cancel the requested services at any time during the first hour from the beginning of the working shift are the following:

- the adverse climatic conditions must be acknowledged at the beginning of the working shift;
- no operation has been started;
- the adverse climatic conditions have not stopped.

The cancellation through the "barring rain" clause is not granted during night shifts, Sundays and holidays.

The above-mentioned respite of the cancellation terms is also applicable in cases of force majeure (including the breaking of machinery, fog, Customs strikes, haulers' or harbour tugs operators' strikes), occurred between the time limit of the ordinary cancellation of the request for workmen and the beginning of the shift, and preventing the operations from starting within the first 60 (sixty) minutes of the shift itself and during which it may be assumed that such hindrance will last for the whole working period.

In case of cancellation the customer will be charged the rate of one hour of inactivity for each team.

#### Variations to and cancellations of requested services

The variations to and cancellations of the requested services may be done according to the following timetable:

- working day with a lunchtime break, half a day (morning or afternoon), first shift on Saturdays by 06.30 a.m. of the same day;
- second shift on Saturdays by 11.30 a.m. of the same day;
- half a day (afternoon) by 11.30 a.m. of the same day only for ships under completion and on which causes of force majeure have occurred;
- evening and night shifts by 02.30 p.m. of the same day;
- first and second Saturday shifts by 06.30 a.m. of the same day;
- no cancellations are admitted on holidays shifts.

In case of cancellation of the first and second shifts on Saturdays made on the same day, a rate of 1,500,000 Liras will be charged for each ship.

Such charge will not be applied if the cancellation originates from - completed ship - in the evening or night shift of Friday (or day before Saturday).

The cancellation of the evening shift made on the same day entails a charge of 516.46 euros per ship. Such clause does not apply for ships under completion or extended loading/unloading ship's operations and in proved cases of force majeure.

## **5. Inactivity**

Should the operations be delayed, interrupted, fail to start, or end beforehand owing to events beyond M.S.'s control, on top of the prices for the performed services, an hourly rate liable to possible additional charges will be applied.

Such rate will not be applied in case of early dismissal of the teams for ship/hold under completion, provided that the requested services do not exceed the real requirements. To this end, a ship moving from one quay to another within M.S. may still benefit from the "ship/hold under completion" status.

Should a ship arrive later than the requested time of beginning of the operations, the rate under the first paragraph will be applied starting from:

- 10.00 a.m. for services to be performed during the day;
- 07.00 p.m. for services to be performed during the evening shift;

Shouldn't the amount of displaced goods or goods to be displaced justify all the personnel and means employed or to be employed to carry out the operations (for reasons depending on the ship, the load or the instructions given by the ship's master and/or the receiver/docker), M.S. reserves the right to apply the following prices per shift/team:

- for ships with miscellaneous cargos € 8,000.00
- for all other ships € 6,000.00

#### Art. 27 Calculation methods

The calculation of the hours of inactivity includes all periods of inactivity over 15 minutes occurred in each shift. The total amount is rounded up or down to the closest hour.

The hourly rates for inactivity for each type of traffic are displayed in the corresponding chapter.

### **6. Transfer and storage of goods**

#### Art. 28 Allocation of places

Subject to the provisions under the previous articles. M.S. allocates the places for the storage of goods according to its organisational and executive requirements.

The customer has to withdraw the whole cargo that has been stored, apart from -obviously- any deductions or weight losses.

Six months after the storage of goods, subject to specific agreements with the person entitled to them, the goods will be deemed abandoned and M.S. will be entitled to sell or destroy them charging the consignor with the expenses for the sale, removal and disposal of the abandoned goods or their waste, it being understood that M.S. will continue to receive payments for storage until the date of removal.

M.S. reserves the right to remove the goods and objects laying outside the allocated areas charging the involved party with any consequent expense.

#### Art. 29 Charges for the removal of goods

The prices specified in these "General terms of sale" do not include, unless explicitly stated, the removal of the goods alongside the ship or barge and their transfer to the storage areas or vice versa.

Should the goods be moved according to the instructions of the relevant authorities or for reasons of force majeure, any expenses incurred by M.S. for such events will have to be reimbursed by the consignor of the goods at the time of the instructions and M.S. reserves the right to ask for suitable guarantees. Such movements will be subject to economic conditions to be established on the basis of the expenses really faced by M.S. The above provisions also apply to goods subject to possible regulations and instructions by the relevant authorities.

#### Art. 30 Free storage

For goods stored in the M.S. warehouses (except for traffics of cereals and meal) the free storage period starts from the day of completion of the discharging of the ship or from the first day of storage, whereas for goods originating from or destined to containers or rolling vehicles, it starts from the moment they are stored.

As regards the traffics of cereals and meal, the free storage starts from the day after the completion of the discharge or, in case of goods to be shipped arrived by land, from the day after their storage. The free storage periods relating to each traffic are specified in the corresponding chapters.

Any stored goods that will not be shipped on a ship operating for M.S. will not benefit from any free storage.

Art. 31 Payment of storage rights

Invoices relating to storage rights will be issued fortnightly and payments will have to be made within the terms specified under art. 8 above.

The rates for the rights of storage for each type of traffic are displayed in the corresponding chapter.

## **7. Limits of prices applicability**

Art. 32 Conditions of the cargo in the holds

The prices for the discharge of bulk goods apply for goods stored in full cargo holds for which ordinary operations are enough. If this condition is not met (in case of half cargo holds, holds under completion, goods that are not perfectly stowed, too cohesive goods, presence of foreign bodies, damaged cereals, etc.) surcharges will be applied (to be established every time).

As regards holds in which goods are stowed in parcels, the latter have to be in good conditions so as to enable the ordinary discharge operations.

In the event of a mixed cargo, or in any case a cargo that requires more than ordinary operations, surcharges will be applied (to be established every time). All unexpected expenses due to anomalies in the cargo will be debited to the customer.

## **8. Weighing, differences in weight and specific obligations**

Art. 33 Weighing, differences in weight (consequent charges and reimbursements)

The weighing machines used by M.S. have a minimum division of 20 Kg, hence the indicated weight can only be a multiple of the latter.

As regards invoicing, for goods stored according to the weight declared by the customer M.S. applies charges calculated according to such weight. If, once the goods are withdrawn, their weight exceeds the weight declared by the customer, M.S. will proceed to the statutory invoicing for the difference in weight. Should the weight prove inferior to the weight declared by the customer, M.S. will refund, at the customer's request, the amount in excess only as regards the "ship's stage". For the purposes of attributing the responsibility for any missing goods, M.S. will not be bound by the weight declared by the customer, unless it was cross-checked at the time of storage of the goods, at the customer's request and at the latter's expenses.

## **9. Regulations on the goods customs status**

Art. 34 Regulations on the customs status of goods stored in the harbour warehouses

The withdrawal of the stored goods is subject to the production of a copy of the customs certificate issued for each consignment of goods (specifying the number identifying the consignment assigned by M.S.) to M.S. or its customs representative.

In any case, any change to the goods customs status will have to be communicated to M.S. (or its customs representative) attaching a copy of the document authorising such change.

## **10. Suitability of the ship and dangerous goods**



Art. 35 Suitability of the ship and dangerous goods

Whereas the acceptance of the goods will occur depending on the unquestionable decision of M.S.,

- the captain will have to provide, as soon as possible and in any case before the arrival of the ship at the port, the information specified in Exhibit n. 2. Moreover, he will have to prepare all the documents required by the IMO Blue Code for the loading/unloading operations of bulk carriers;
- as regards the ship, it will only be loaded/unloaded once the captain has produced (through his ship's agent and before the operations begin) the appropriate declaration on a specific form provided by M.S. (Exhibit n. 3) certifying the conditions of security of the ship and cargo;
- dangerous goods will only be accepted if the security information sheet is produced at least 48 hours before their arrival, together with the permit to load/unload the ship issued by the Harbour Office under order 87/88 and following amendments and additions.

If materials are found to include war surpluses, radio-active elements, containers of solid, liquid or gaseous hazardous substances, unadmitted hazardous substances (i.e. asbestos), or containers that supposedly contain hazardous substances (i.e. unused pressurized containers) M.S. may:

- a) if the above-mentioned findings are still on board, suspend the discharging operations and have the berthage freed.
- b) if they have already been discharged, in part or completely, suspend the discharging of the cargo still on board and have the berthage freed.

In any case, all expenses stemming from the finding of the above-mentioned objects or substances will be debited to the goods disponent party, including, but not limited to, the expenses for the disposal of goods, inactivity, fencing in, gardening and waiting.