

## 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.

## CONTAINERS TRAFFIC

1) <u>Loading/unloading services in ordinary working hours</u>	FLAT-RATE PRICES
	€/unit
<b>Lo-Lo system</b>	
20' full containers	158,89
20' empty containers	127,11
40' full containers	204,78
40' empty containers	176,55
The above-mentioned prices include:	
- loading or unloading	
- positioning on the yard	
- loading onto or redelivery from vehicle	
- seal application (if necessary)	
- surcharge for extra working hours (beyond the ordinary working hours)	
2) <u>Shifting in ordinary working hours</u>	
<b>Lo-Lo system</b>	
In the hold (1 movement)	88,24
Via quay (2 movements)	162,40
3) <u>Additional liftings (movements) not included in the loading/unloading flat-rate price</u>	
For filling/emptying	24,71
Other liftings	31,78
4) <u>Reductions (per container)</u>	
Reshipment, for transloading	35,30
Loading/unloading directly onto vehicle	7,06
5) <u>Surcharges</u>	%
- 2nd shift on Saturdays	+20%
- night shift	+60%
- Sunday shift	+100%
- holidays shift	+150%
- containers placed under coaming	+100%
- non standard containers	+100%
- containers with dangerous goods inside	+30%
6) <u>Inactivity</u>	€/team
stowing/unstowing operations	1.025,00
7) <u>Weighing service (per vehicle)</u>	€/unit
Weighing and calibration (per vehicle)	22,61
8) <u>Storage rights</u>	days of stoppage

<b>On the yards</b>	after the 20th	
	free storage	€/unit
20' containers	20	2,12
40' containers	20	4,25
Empty containers	20	1,76

Stored containers that are not loaded in the M.S. terminal will not benefit from any free storage period.

#### 9) Liabilities

For containers introduced into port yard whose declared value is higher than 51,645.69 €, a daily price of 54,23 €/cent will be applied for each million exceeding the 51,645.69 €.

M.S.'s responsibilities will be limited to the customer's declarations, or up to 61,645.69 € in the absence of such declaration the terminal will take delivery of the containers at the time of unloading/loading without checking the content, taking care of the inspection of the seal of origin and of the external conditions of the container.

The terminal accepts no responsibility for damages and/or flaws regarding the goods inside the containers that, by their own nature or flaw, cannot be considered closed.

## ROLL ON/ROLL OFF TRAFFIC

### 1) Loading/unloading services in ordinary working hours

#### FLAT-RATE PRICES

€/unit

#### **Mafi and trailers**

- full, up to 20'	67,08
- empty, up to 20'	55,79
- full, over 20'	96,74
- empty, over 20'	74,86
- 20' full containers	123,58
- 40' full containers	158,89
- 20' empty containers	101,58
- 40' empty containers	125,01

Prices include the cost of rolling vehicles towing. Should this operation be carried out by one's own means, the above-mentioned prices will be reduced by **3.80 €** per item or unit, depending on the number of one's own means used during the shift.

#### **Trucks, articulated lorries, transporters**

- full, up to 20'	56,50
- empty, up to 20'	56,50
- full, over 20'	74,15
- empty, over 20'	74,15

#### **Other vehicles**

- up to 3 tons	35,30
- from 3 to 30 tons (up to 20')	56,50
- from 3 to 30 tons (over 20')	74,15

For vehicles over 30 tons (tare included), the following surcharges are applied:

€/ton

- from 30 to 150 tons	18,72
- over 150 tons	7,21

Rates for the unloading of vehicles by one's own means and/or labour.

For the unloading of vehicles by one's own labour and means:

- over 30 tons (per unit)	15,83
- over 30 tons (per ton from the 1st ton)	2,12
- cars, lorries and the like (per unit)	11,29

For the unloading of vehicles by the M.S. personnel:

- over 30 tons (per unit)	49,43
- over 30 tons (per ton from the 1st ton)	4,25
- cars, lorries and the like (per unit)	23,30

The prices for the unloading/loading services during ordinary working hours include:

- the transfer of vehicles from the storing area to the garage or ship's deck, or vice versa, in sequence according to the ship master's (or other person in authority's) instructions;
- driving and use of the necessary means to carry out the operations;
- use of chief stevedor and tallyman;
- stacking and unstacking of mafi;
- surcharge for any extra hour beyond the working hours (see art. 22 of the GENERAL PROVISIONS);
- surcharge for operations carried out in adverse climatic conditions.

## 2) Inactivity

Operations on Ro/Ro vehicles 1.025,00 €/hour per team

## 3) Surcharges

	%
night shift	+60%
Sunday shift	+100%
holidays shift	+150%

## 4) Weighing and calibration services

	€/unit
Land vehicle calibration (per weighing)	7,06
Gross weight weighing (per weighing)	14,12

## 5) Storage rights

	free storage	up to 20th	21st to 30th	after the 30th
<b>In the warehouses</b>				
Vehicles with cargo				
up to 20'		6,36	12,72	16,24
over 20'		13,14	25,43	32,14
<b>In enclosed yards (1)</b>				
Vehicles with cargo				
up to 20'	8	4,25	7,13	8,48
over 20'	8	8,48	13,42	16,24
cars (2)	8		5,56	6,36
other vehicles	8		6,00	9,17

## **In enclosed yards**

Vehicles with cargo				
up to 20'	8	2,83	6,36	7,76
over 20'	8	3,53	6,36	7,76
cars (2)	8		5,29	5,29
other vehicles	8	3,53	6,36	7,76
empty vehicles	8	3,53	6,36	7,76

On top of the provisions under the last paragraph of art. 30 "Free storage" of the General Provisions, in the event of the unloading of vehicles by one's own personnel and means, a charge of 15.50 €/unit will be applied for assistance.

- (1) In case of rolling vehicles introduced into the enclosed yards and destined to or originating from ships whose cargo has not been taken delivery by M.S., instead of the period of free storage, a demurrage amounting to 3.10 € per unit/day will be applied, starting from the day after the introduction.
- (2) This rate can only be applied to (new and second-hand) cars arrived by land and paying the corresponding rate for unloading from land vehicles (even when one's own means are used). The other cars are subject to the payment of demurrage as specified in "Other vehicles". This rate will also be applied to lorries or the like weighing up to 3 tons. Should the failure to unload depend on M.S.'s organisational factors, no demurrage will be applied for rolling vehicles whose cargo is going to be stored in a warehouse.  
Export rolling vehicles coming from the hinterland of a foreign country benefit from a free storage period of 15 days, except for the specifications in note (1) above.

6) Liabilities: causes of exclusion

The storage of rolling vehicles in the areas belonging to M.S. is possible by way of concession of the parking area at the customer's risk, excluding any form of storage of the rolling vehicles themselves and their cargo.

M.S. therefore accepts no responsibility for the loss of or damage to the vehicles and the goods they contain.

## **TRAFFIC OF MISCELLANEOUS GOODS**

**The following prices are applied for handling parcels weighing at least 10 kg.**

### **PACKAGING NOMENCLATURE**

Case: wooden or iron packaging;

Crate: wooden or iron packaging with walls made of strips or bars;

Binder: two or more items bound together by iron bands or some other material;

Pallet: platform that can be moved through fork lifts on four sides measuring up to 150 cm in length and endowed with fork lifting spaces at least 8 cm high.

Piece: item with no packaging;

Skids: one or more bound-up items secured to a specific platform that can be lifted and fork lifted on one side.

### **MISCELLANEOUS GOODS NOMENCLATURE**

#### **CLASS A**

- Unpressed BALLS of goods not mentioned elsewhere;
- COILS, ROLLS, SKEINS weighing from more than 200 kg to 30 tons;
- Loose or fastened IRON STRUCTURAL WORK weighing from more than 200 kg to 30 tons;
- Rolls of PAPER up to 900 kg.
- CASES and CRATES weighing over 200 kg to 30 tons;
- ITEMS not mentioned elsewhere weighing over 200 kg to 30 tons;
- Palletized DRUMS;
- Loose DRUMS 1);
- Loose or bound-up non-ferrous METALS weighing from more than 200 kg to 1 ton;
- PALLETS up to 900 kg.
- Frozen, refrigerated or conditioned FOOD PRODUCTS;
- BAGS weighing from more than 100 to 900 Kg;
- Loose or fastened INSULATED METAL TUBES;
- Loose or fastened TUBES up to 500 kg;
- REFACTORY/ELECTRODES in cases/crates weighing from more than 200 to 900 Kg.

#### **CLASS B**

- Rolls or coils of PAPER up to 900 kg;
- BLOCKS OF MARBLE for non-full cargo ships or holds 2);
- Loose or fastened NON-FERROUS METALS weighing more than 1 ton;
- PALLETS over 900 kg.
- IRON AND STEEL PRODUCTS in solutions up to 5 tons;
- Slung BAGS with disposable slings;
- BAGS over 900 kg.
- Loose or fastened TUBES over 500 kg;
- REFACTORY/ELECTRODES in cases/crates weighing over 900 Kg.

#### **CLASS C**

- Loose or fastened IRON AND STEEL PRODUCTS and TUBES in the same quantities weighing more than 1000 tons/ship, on ships carrying movable miscellaneous cargos in solutions over 5 tons;

#### **CLASS D**

- ITEMS not mentioned elsewhere weighing less than 200 Kg;
- Straw and cane MANUFACTURES, baskets and the like (conditioned);



- FRUIT AND VEGETABLE PRODUCTS in cartons, crates, baskets, bags;
- BAGS of goods not mentioned elsewhere weighing up to 100 Kg.

#### **CLASS E**

- PRESSED BALES in general weighing over 120 Kg;
- CELLULOSE and PAPER in bales (either unitized or not) up to 800 Kg.

#### **CLASS F**

- PRESSED BALES of goods not mentioned elsewhere weighing less than 120 Kg;

#### **CLASS G**

- CELLULOSE and PAPER in unitized bales weighing over 800 Kg;
- PLYWOOD in packs;
- HARDBOARD in panels.

#### **CLASS H**

- WOOD in LOGS weighing over 300 Kg.

#### **CLASS I**

- SAWN WOOD in packs or strings;
- WOOD IN LOGS up to 300 kg.

#### **CLASS L**

- ITEMS belonging to Class A whose weight/volume ratio is more than 6 times higher (i.e.: 1 ton = m<sup>3</sup> 6.100). Any differences encountered with items belonging to this group will be communicated by fax before the beginning of the operations of loading or redelivery to the Firm in question;

#### **CLASS P**

- ITEMS weighing more than 30 tons excluding logs, coils, plates, marble and containers;

<sup>1)</sup> For loose drums a surcharge amounting to 40% of Class A will be applied.

<sup>2)</sup> For consignments regarding full-cargo holds or ships, see the corresponding rate.

### **3.1 STOWING/UNSTOWING SERVICES ON SHIP OR BARGE**

	€/ton
Class A	25,43
Class B	12,72
Class C	7,76
Class D	77,67
Class E	17,66
Class F	23,30
Class G	11,80
Class H	17,66
Class I	16,24
Class L	45,90

Class P (heavy items, see art. 1 of the Applicable regulations)

With the terminal's means:

	€/ton
from more than 30 to 80 tons	25,43
from more than 80 to 160 tons	70,61
from more than 160 to 240 tons	93,02
from more than 240 tons	to be agreed upon

With the ship's cranes:

	€/ton
from more than 30 to 120 tons	25,43
from more than 120 to 240 tons	33,83
over 240 tons	12,73

The prices of the stowing/unstowing services include:

- the use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- the surcharge for extra working hours (see the GENERAL PROVISIONS).

### **3.2 UNDER BARGE/SHIP'S DERRICK**

	€/ton
Class A	14,84
Class B	9,53
Class C	4,25
Class D	42,37
Class E	16,24
Class F	20,49
Class G	7,06
Class H	9,17
Class I	9,53
Class L	24,71

Class P (heavy items, see art. 1 of the Applicable regulations)

With the terminal's means:

	€/ton
from 30 to 80 tons	14,84
from 80 to 160 tons	42,37
from 160 to 240 tons	68,21
from 240 tons	to be agreed upon

With the ship's cranes:

	€/ton
from more than 30 to 120 tons	14,84

from more than 120 to 240 tons	16,91
over 300 tons	8,84

The above-mentioned prices include:

- the use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- the separation of stored goods per bill of lading;
- the surcharge for extra working hours (see the GENERAL PROVISIONS).

### **3) A STORAGE/REDELIVERY SERVICES ON THE YARD, LOADING/UNLOADING OF MAFI**

	€/ton
Class A	5,65
Class B	5,65
Class C	2,83
Class D	35,30
Class E	11,29
Class F	14,12
Class G	2,83
Class H	2,83
Class I	2,83
Class L	14,12

Class P (heavy items, see art. 1 of the Applicable regulations)

With the terminal's means:

	€/ton
from more than 30 to 80 tons	14,12
from more than 80 to 160 tons	19,76
from more than 160 to 240 tons	68,21
from more than 240 tons	to be agreed upon

### **3) B WAREHOUSE STORAGE/REDELIVERY SERVICES**

	€/ton
Class A	7,06
Class B	7,06
Class C	5,28
Class D	36,73
Class E	11,29
Class F	14,12
Class G	4,25
Class I	4,25
Class L	15,53

The above-mentioned prices include:

- the use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- the surcharge for extra working hours (see the GENERAL PROVISIONS).

### 3 ) C - OPERAZIONI DI SCARICO/RICARICA E TRASFERIMENTO

Colli lunghezza da 14 a 20 metri con peso fino a 80 tonn	50,74 euro / t scarico con 1 gru
Colli lunghezza fino a 20 metri con peso da 80 a 160 tonn	62,01 euro / t
Colli lunghezza oltre 20 metri con peso da 0 a 30 tonn	50,74 euro / t
Colli lunghezza oltre 20 metri con peso da 30 a 80 tonn	56,38 euro / t
Colli lunghezza oltre 20 metri con peso da 80 a 160 tonn	67,65 euro / t
Colli con peso da 160 a 200 tonn	93,58 euro / t
Colli con peso oltre 200 tonn	da concordare

### 3 ) D - OPERAZIONE DI TRASFERIMENTO DA CALAGGIO A FAS

Colli lunghezza da 14 a 20 metri fino ad 80 tonn	24,81 euro / t
Colli lunghezza fino a 20 metri con peso da 80 a 200 tonn	29,32 euro / t
Colli lunghezza oltre i 20 metri fino ad 80 tonn	29,32 euro / t
Colli lunghezza oltre i 20 metri con peso da 80 a 200 tonn	33,83 euro / t

### 4) CONTAINERIZATION/DECONTAINERIZATION SERVICES

	€/ton
Class A	14,12
Class B	12,72
Class C	11,29
Class D	35,30
Class E	14,12
Class F	172,12
Class L	48,22

The above-mentioned prices include:

- the use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- the surcharge for extra working hours (see the GENERAL PROVISIONS).

### 5) RATES FOR MARBLE IN BLOCKS IN FULL-CARGO HOLDS/SHIPS

	€/ton
Marble in bolcks	12,01

The above-mentioned price is only applicable in case of full-cargo ships/holds and includes the costs of unstowing, under ship's derrick and reloading operations.

### 6) RATE FOR VEHICLES STORAGE AND REDELIVERY

For the loading and redelivery of vehicles with one's own human and mechanical resources:

	€/ton
up to 6 meters long	14,12
more than 6 meters long	28,25

For the loading and redelivery of vehicles with the terminal's human and mechanical resources:

up to 6 meters long	35,30
more than 6 meters long	70,61

## 7) POSITIONING INTO RO/RO SHIP'S HOLD BY MEANS OF FORK-LIFT

For the operations to/from vehicle positioned into Ro/Ro vessel, the following rates are applied:

	€/ton
Classes A - D - L 21,18	
Class B	16,94

The above-mentioned prices include:

- the use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- the surcharge for extra working hours (see the GENERAL PROVISIONS).

## 8) WEIGHING AND CALIBRATION SERVICES

	€/ton
Land vehicle calibration (per weighing)	5,09

Beam balance weighing (per ton)

Classes A-B-C-D-E-F-G-H-I-L	70,61 <b>€/cent</b>
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## 9) INACTIVITY

According to the GENERAL PROVISIONS the following prices apply:

	€/ton
for stowing/unstowing operations	666,25
for operations under ship's derrick	358,75

## 10) SURCHARGES AND PRICE REDUCTIONS

for work carried out on Sundays	+100%
for work carried out on holidays	+150%
for work carried out during the second shift of Saturdays	+20%
for work carried out at night	+100%

The above-mentioned surcharges are applied exclusively to the operations under ship's derrick for ships working with their own cranes/crew.

for stowing or unstowing operations from or into active refrigerator	+60%
for draft operations through the holds doors (in refrigerated holds too)	+60%
for the displacement of goods in the holds, from one hold to another, or on the deck (only on the draft performance)	+70%
for loading or redelivery operations of heavy items (Class P) carried out through jacks	-75%
for loading and redelivery operations requiring the use of vertical mechanical resources (Classes A and B)	+100%
for the handling of heavy items weighing less than 80 tons requiring, owing to their own nature or other characteristics, twin lift	+40%
for the handling of all the goods classified priceless by I.M.O. (International Maritime Dangerous Goods Code)	+30%

should the Harbour Authority's provisions entail specific operational methods (see art. 18 of the GENERAL PROVISIONS), a surcharge will be agreed upon with the customers depending on the required operational methods.

## **11) DISPLACEMENT OF GOODS**

It being understood that the requirements under article 27 of the GENERAL PROVISIONS hold valid, the displacement of any items weighing more than 30 tons or more than 14x4x4 m in size (even for just one dimension) will be carried out, provided that there are available tractors and rolling vehicles, at the following price:

201,77 € per rolling unit

Should, by M.S.'s unquestionable decision, the cargo transfer by mafi from/to the yard (disregarding their size and weight) require lashing operations for security reasons, the latter will be carried out at the receiver/shipper's expenses.

## **12) STORAGE RIGHTS**

### **Merce a Piazzale**

Cat. A-B-L franchigia giorni 15 – dal 16° giorno euro 0,55 / tonn / giorno

Cat. B siderurgico franchigia 15 giorni – dal 16° giorno euro 0,33 / tonn / giorno

Cat. P ( 30-80 tonn ) franchigia giorni 15 – dal 16° giorno euro 0,88 / tonn / giorno

Cat. P ( oltre 80 tonn ) franchigia giorni 15 – dal 16° giorno euro 1,65 / tonn / giorno

Colli eccedenti 14x4x4 anche per una delle tre dimensioni franchigia giorni 15 – dal 16° giorno euro 1,65 / tonn / giorno

Colli depositati sui calaggi franchigia giorni 15 – dal 16° giorno euro 0,88 / tonn / giorno

### **Colli che sostano sui trailers per imbarco diretto**

Cat. P ( 30-80 tonn ) franchigia 15 giorni – dal 16° giorno euro 0,55 / tonn / giorno

Cap. P ( oltre 80 tonn ) franchigia giorni 15 – dal 16° giorno euro 0,88 / tonn / giorno

Colli eccedenti 14x4x4 anche per una delle tre dimensioni franchigia giorni 15 – dal 16° giorno euro 0,88 / tonn / giorno

**For all goods loaded at our terminal which will be loaded on ships moored in other terminals, the corresponding redelivery rate will be applied and they will benefit from no free storage period.**

## **APPLICABLE REGULATIONS**

### **Art. 1 REGULATIONS FOR THE HANDLING OF HEAVY ITEMS**

In case of displacement of heavy items, the customer will have to communicate in advance (at least 10 days before the beginning of the operations) the following information:

- drawings of the cargos indicating the sizes, the barycentre and the lifting points;
- ship's sizes and characteristics: type, length, width, draft, and any other information that may be useful to the stowing/draft of the cargo (rail height from quay limit or water limit, hold and hatch sizes, etc.);
- characteristics of the mechanical vehicle through which the cargo is transported or received under ship's derrick;
- nature of cargo, with particular reference to any instructions on the use of the lifting equipment.

For heavy items, the under ship's derrick rate only refers to the hooking of the goods alongside the ship. For any liftings for the reloading of items previously stored before shipping, the storage/redelivery rate will be applied.

This also applies in case of unloading to warehouse.

#### **Art. 2 SECOND-HAND CARS OR OTHER EQUIPMENT NOT COVERED WITH PROPER BILL OF LADING AND CREW**

The ship's agents must inform the Command of the vessel in advance regarding the obligation to declare to the Operational Office the number of items that are to be introduced into port yard for loading not covered with proper bill of lading. All requests for unloading and loading will have to be produced in writing to the relevant cargo berth.

A free storage period is allowed within the time of vessel's stay in port.

For such operations a rate of **17,66 €** per item and **63,55 €** per car will be applied for expense sharing.

Unless this amount is settled in advance, it will be invoiced to the command of the vessel through the ship's agent.

#### **Art. 3 - Responsabilità**

In riferimento all'art. 17 Parte Prima – Disposizioni Generali, verrà perfezionata ed emessa a breve idonea normativa che sarà resa pubblica attraverso la prevista comunicazione all'Autorità Portuale.



## **TRAFFIC OF IRON AND STEEL PRODUCTS**

### **WARNING**

The prices applied in this chapter are applied in the loading/unloading operations on/from ships with full cargo of goods in bulk or in parcels, or raw, semi-manufactured or manufactured products destined to or originating from iron and steel industries or metallurgical industries, only for the following groups of commodities.

For all other cases, please see Chapter 3 MISCELLANEOUS GOODS.

The acceptance of scrap iron from non-Community countries is subject to art. 4 of the Harbour Authorities' order n. 57 of 08.06.1998.

### **NOMENCLATURE OF STEEL AND IRON BULK GOODS**

#### **CLASS A**

- SCRAP IRON less than 1,520 x 610 m/m in size and with a density of more than 1,000 kg per cubic meter.
- SCRAP PIG IRON less than 1,520 x 610 m/m in size and with a density of more 1,000 kg per cubic meter.

#### **CLASS B**

- PIG-IRON CAST MATERIAL less than 600 x 500 x 200 m/m in size;
- PROLER with a density of more than 1,120 Kg per cubic meter.

#### **CLASS C**

- PIG IRON not mentioned elsewhere.

#### **CLASS D**

- PIG-IRON MANHOLE COVERS.

#### **CLASS E**

- LARGE PLATES and similar;
- PROLER not mentioned elsewhere;
- SCRAP IRON not mentioned elsewhere;
- SCRAP PIG-IRON not mentioned elsewhere;
- TRIMMINGS of boards, billets, iron slabs, ingots.

**The classification of products refers to "EURONORMS" 79 82**

### **NOMENCLATURE OF IRON AND STEEL PRODUCTS IN PARCELS**

#### **CLASS F**

- IRON SLABS weighing more than 10 tons and/or workable in solutions of more than 10 tons per lift;
- ROD IRON in bundles workable in solutions of more than 10 tons per lift.

#### **CLASS G**

- BILLETS in bundles longer than 5 m workable by hook;
- BLOOMS weighing more than 10 tons and/or workable in solutions of more than 10 tons per lift;
- COILS weighing more than 10 tons workable by nose;
- ROUND BEAMS weighing more than 10 tons and/or workable in solutions of more than 10 tons per lift;

## **CLASS H**

- BILLETS in bundles up to 5 m long workable by hook;
- COILS weighing less than 10 tons workable by nose;
- COILS on pallets weighing more than 5 tons and/or workable in solutions of more than 5 tons per lift;
- SECTIONS in bundles workable by hook;
- WIRE ROD rolls.

## **CLASS I**

- TIN PLATE;
- BARS;
- POSTS;
- IRON AND STEEL PRODUCTS mentioned in the previous groups lacking the specified technical characteristics;
- Loose RAILS;
- BEAMS;
- TUBES (loose or fastened);
- PLATES (loose or in packs);

### **TRAFFIC OF IRON OR STEEL BULK GOODS**

#### **1) UNLOADING DIRECTLY ONTO VEHICLE OR VIA WAREHOUSE WITHIN THE RANGE OF THE CRANE IN ORDINARY WORKING HOURS**

	€/ton
Class A	12,72
Class B	10,60
Class C	7,06
Class D	12,72
Class E	14,12

The choice to stock the goods within the range of the crane is subject to the availability of space and depends exclusively on the Terminal on the basis of its technical and operational conditions and on the expected number of arriving ships. The customer resorting to this method must withdraw the goods within six days from the date of the last unloading, otherwise the Terminal reserves the right to move the goods at the customer's expenses.

In the event of the size of the goods not allowing unloading by grab and reloading onto vehicle by caterpillar, and requiring the displacement of the goods by hook or through additional machinery, the extra expenses will be agreed upon with the customer.

**Any expenses for the displacement and stacking of goods are excluded.**

The above-mentioned prices include:

- The use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- the separation of stored goods per bill of lading (on storage);
- manoeuvre for the movement of trucks (excluding those due to reordering);
- calibration and weighing of vehicles (only one weighing per vehicle except for the provisions under the GENERAL PROVISIONS);
- surcharge for extra working hours (see the GENERAL PROVISIONS).

## **IRON AND STEEL PRODUCTS IN PARCELS**

## **2) STOWING/UNSTOWING SERVICE IN ORDINARY WORKING HOURS**

	€/ton
Class F	3,87
Class G	4,95
Class HC	5,29
Class I	7,41

## **3) UNDER BARGE/SHIP'S DERRICK**

	€/ton
Class F	2,12
Class G	2,47
Class HC	3,53
Class I	4,60

## **4) STORING/REDELIVERY SERVICE ON/FROM YARD**

	€/ton
Class F	1,06
Class G	1,06
Class HC	2,12
Class I	2,83

## **5) STORING/REDELIVERY SERVICE ON/FROM WAREHOUSE**

	€/ton
Class F	2,47
Class G	2,47
Class HC	3,53
Class I	4,25

The iron and steel products in parcels have to be properly dunnaged so as to allow the regular carrying out of operations and heavy lifts, and in order to be directly loaded on and unloaded from land vehicle, as long as that method does not entail any reduction in the delivered weight as compared to the method via yard/warehouse. Should the goods to be loaded/redelivered require handling by hook, the surcharges will be agreed upon with the customer.

The mentioned prices include:

- the use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- the use of the necessary machinery for the ordinary carrying out of the operations (in the Terminal's opinion);
- the separation of stored goods per bill of lading (in storage);
- manoeuvre for the displacement of trucks;
- the calibration and weighing of vehicles (only one weighing per vehicle except for the provisions under the GENERAL PROVISIONS);
- surcharge for extra working hours (see the GENERAL PROVISIONS).

## 6) SURCHARGES AND PRICE INCREASES

- for work carried out on Sundays +60%
- for work carried out on holidays +100%
- for work carried out during the second shift of Saturdays:
  - Classes A B C D E +30%
  - Classes F G H I +60%
- for work carried out during the night shift +60%
- for the displacement of goods in the holds, from one hold to another, or on the deck +60%
- for work carried out on ships with corridors or propeller shaft tunnels with reference to classes A B C D E +30%

## 4.7 WEIGHING AND CALIBRATION SERVICES

	€ per weighing
Land vehicle calibration (per weighing)	5,09
Beam balance weighing (€/ton)	38,85 €/cent

## 8) WAGON REORDERING

	€/ton
Classes A - B - C - D - E	4,95
Class G	2,47
Class HC	3,53
Class I	4,25

## 9) INACTIVITY

According to the GENERAL PROVISIONS the following prices apply:

	€/hour per team
for stowing/unstowing operations	410,00
for operations under ship's derrick	307,50

For iron and steel bulk products, the rate regarding the inactivity of other bulk goods (see page 58) will be applied.

## 10) STORAGE RIGHTS

			days of stoppage	
	free storage	16th to 30th	31st to 45th - €	after the 45th - €
			€/cent/ton/day	
Yards	15	7,06	14,12	17,66
Warehouses	10	21,19	from the 11th day	

## TRAFFIC OF MEAL

### 1) Unloading and redelivery services:

	€/ton
Unloading from self-trimmer onto land vehicle of	
soya meal (in pellets too)	9,39
gluten (in pellets too)	10,57
tapioca and manioc (in pellets too)	10,57
sliced potatoes	12,82
Unloading of the following goods from self-trimmer to warehouse with railway connection	
gluten (in pellets too)	12,45
tapioca and manioc (in pellets too)	12,82
soya meal (in pellets too)	11,41
Reloading from warehouse to land vehicle of	
soya meal (in pellets too)	2,09
gluten (in pellets too)	2,09
tapioca and manioc (in pellets too)	2,75
sliced potatoes	2,75

(The prices for flours that have not been mentioned will be defined every time depending on their specific gravity and on other characteristics of the goods).

	€/unit
Redelivery to tank-vehicle or tank-truck with use of auger	56,50
plus corresponding price per ton	
The above-mentioned prices include:	

- use of the harbour labour;
- use of the necessary machinery for the ordinary carrying out of the operations (in M.S.'s opinion);
- use of additional shovels (if necessary);
- vehicle calibration and weighing (only one weighing per vehicle and subject to the provisions under art. 33 of the GENERAL PROVISIONS with the exception of the surcharge with reference to wagon weighing);
- surcharge for the holds sweeping operations;
- surcharge for any extra hour beyond the working hours (see art. 22 of the GENERAL PROVISIONS);
- surcharge for work carried out in the evening shift (for unloading operations only).

Prices do not include in particular:

- the costs for the transfer of goods from alongside the ship to a warehouse without railway connection by means of a shuttle truck;
- the costs of the stacking of goods in a warehouse without railway connection;
- the costs of the calibration/weighing of wagons.

2)	<u>Surcharges</u>	%
-		
	for work carried out on Sundays	+100%
	for work carried out on holidays	+150%
	for work carried out at night	+100%
	for work carried out during the first shift of Saturdays (redelivery only)	+10%
	for work carried out during the second shift of Saturdays	+37%
	for work carried out in extra working hours beyond the ordinary working hours (redelivery only)	+37%
	for operations carried out in adverse climatic conditions (*)	+35%
	for work carried out on ships with corridors or propeller shaft tunnels	+15%
	for work carried out on ships with goods separated through removable bulkheads and tarpaulins	+15%
	for the use of an additional workman	+15%

(\*) Only for the goods really handled in the period in question.

3) Weighing and calibration services € per weighing

- Land vehicle calibration (per weighing) 6,00  
 Beam balance weighing 45,90 €/cent

For the weighing of wagons, a surcharge of 6.51 € per weighing is applied.

4) Inactivity

As provided for by paragraph 5 of the GENERAL PROVISIONS, the following prices are applied:

€/hour per team  
 for ship's operations 581,89

The above-mentioned prices include the surcharge for work in adverse climatic conditions.

5) Storage rights (in warehouses)

	free storage	up to 15th	days of stoppage			
			16th to 30th	31st to 45th	46th to 60th	after the 60th
			€/cent/ton per day			
<b>Soya meal</b>	8	6,36	8,83	12,01	14,84	23,31
<b>Gluten, manioc, tapioca, sliced potatoes, peelings, etc.</b>	8	8,83	11,31	16,24	22,59	38,85

- When the goods are stored in warehouses without railway connection the former will be piled in a 5 meter's stack (usually).
- In case of unloading from ship of overheated material (over 45° C), the latter will have to be withdrawn as soon as possible and will benefit from no free storage.
- Should the overheating occur during the storage period, the goods will have to be withdrawn within 8 days from the time the event is reported to the consignor or his representative.
- In general, the goods will have to be withdrawn completely and always from the same stack or the same area from which the redelivery operation has started.

## APPLICABLE REGULATIONS

### Art. 1 Activities not included

The customer will have to pay for all expenses stemming from extraordinary operations (transport, pest control operations, etc.) caused by anomalies in the goods (admitted and kept in storage) or by goods that by their own nature may damage other products following modification processes (spontaneous combustion, infestation, etc.).

## **Art. 2 Conditions of the cargo in the holds**

With reference to the conditions of the cargo in the holds, the provisions under art. 32 of the GENERAL PROVISIONS hold valid.

## **Art. 3 Expense sharing**

The total expense may be shared between the ship and the receiver, should the latter be entitled to withdraw the goods under ship's derrick, in the amounts of three fifths and two fifths respectively.

## **Art. 4 Delivery weight of stored goods**

Considering the weight losses due to the volatilisation of powders on account of the present methods of storage of goods in the harbour warehouses, the partitioning of weight at the time of redelivery, and the natural weight loss of goods, M.S. accepts no responsibility for weight differences due to the above-mentioned reasons.



## TRAFFIC OF CEREALS GRAIN GROUPINGS

### Group A

Wheat  
Corn  
Barley (over 64 Kg/hl)  
Rice  
Soybeans  
Other seeds  
(excluded the above-mentioned seeds)

### Group B

Oat  
Millet  
Barley (up to 64 Kg/hl)  
Canary-grass  
Rye  
Sunflower seeds  
Linseed  
Coleseed

#### 1) Unloading, loading and redelivery services

##### **Group A cereals**

	€/ton
Unloading from self-trimmer with crane/bucket	9,17
Redelivery from warehouse	1,62
	€/unit
Redelivery from warehouse to tank-vehicle or tank truck with use of auger plus corresponding price per ton	56,50

##### **Group B cereals**

	€/ton
Unloading from self-trimmer with crane/bucket	11,37
Redelivery from warehouse	1,62
	€/unit
Redelivery from warehouse to tank-vehicle or tank truck with use of auger plus corresponding price per ton	56,50

The prices for unloading, loading and redelivery services include the following services:

- use of the harbour labour;
- use of the necessary machinery for the ordinary carrying out of the operations (in M.S.'s opinion);
- use of additional shovels (if necessary);
- vehicle calibration and beam balance weighing (subject to the provisions under art. 33 of the GENERAL PROVISIONS with the exception of the surcharge with reference to wagon weighing);
- surcharge for any extra hour beyond the ordinary working hours (see art. 22 of the GENERAL PROVISIONS), redelivery excluded;
- surcharge for operations carried out in adverse climatic conditions.

#### 2) Other operations

	€/cent/unit
String-cutting operations aboard ship	98,88

#### 3) Surcharges and reductions

	%
for work carried out on Sundays	+100%
for work carried out on holidays	+150%
for work carried out at night	+100%
for work carried out during the first shift of Saturdays (redelivery of goods excluded)	+10%
for work carried out during the second shift of Saturdays	+60%
for unloading operations from:	
ships with corridors or shaft tunnels	+15%
tankers	+15%

	barge	-8%
	for unloading operations from holds containing goods separated through removable bulkheads and tarpaulins	+15%
	The operations of partial unloading of the ship (lightening) will only be allowed, by the unquestionable decision of M.S., in case of a minimum unloading of 6,000 tons. For smaller amounts, the unloading rate will be marked up by 15%.	
4)	<u>Weighing and calibration services</u>	€ per weighing
	Land vehicle calibration (per weighing)	6,00
	Beam balance weighing (€/ton)	45,90 €/cent
5)	<u>Inactivity</u>	
	As provided for by paragraph 5 of the GENERAL PROVISIONS the following prices are applied:	
		€ per hour
		machinery
	for ship operations	529,63
	The above-mentioned prices include the surcharge for work in adverse climatic conditions.	
6)	<u>Storage rights</u>	
		days of stoppage
	free storage	up to the 20th
		21st to 30th
		31st to 60th
		61st to 90th
		after the 90th
		€/cent/ton per day
	Group A	8
	Group B	8
		5,30
		9,53
		19,07
		27,89
		33,19
		6,00
		10,95
		23,31
		35,30
		44,13

## APPLICABLE REGULATIONS

### Art. 1 Price increases for seeds that do not appear in the list

Usually seeds in general are subject to the Group A cereals prices.  
For the seeds that haven't been mentioned and whose specific gravity is inferior to that of wheat, prices will be subject to an increase to be established every time.

### Art. 2 Activities not included

The customer will have to pay for all expenses stemming from extraordinary operations (transport, pest control operations, etc.) caused by anomalies in the goods (admitted and kept in storage) or by goods that by their own nature may damage other products through modification processes (spontaneous combustion, infestation, etc.).

### Art. 3 Delivery weight of stored goods

M. S. determines the delivery weight of stored goods according to the weighing operations carried when the goods are first stored reducing the measurement respectively by 1.0 per thousand for grains from the Levante and Plata areas, and by 0.5 per thousand for grains from other areas. The resulting delivered weight is then rounded up or down to the closest 20 kg.  
This decrease is due to the weight loss due to the volatilization of powders following the partitioning of weight at the time of redelivery.

### Art. 4 Conditions of the cargo in the holds

With reference to the conditions of the cargo in the holds, the provisions under art. 32 of the GENERAL PROVISIONS hold valid.

## TRAFFIC OF BULK GOODS OTHER BULK GOODS

### 7.1 LOADING/UNLOADING SERVICE IN ORDINARY WORKING HOURS

	€/ton
Bulk goods in general	7,06
Direct-reduced (sponge iron)	7,06
Chrome mineral, zinc, iron alloys	7,06
Reloading from stack to land vehicle or barge	1,41
Unolading onto yard from dumper truck	1,41

The prices for unloading, loading and redelivery services include the following services:

- the use of human and mechanical resources that the Terminal deems necessary to carry out the operations;
- one calibration and weighing per vehicle (except for the provisions under GENERAL PROVISIONS);
- mechanical shovel for the piling of goods (only in unloading operations onto yard);
- yard mechanical shovel for the preparation and feeding of the stack (for loading operations only);
- onboard/land mechanical shovel (for unloading operations only);
- surcharge for extra working hours (see the GENERAL PROVISIONS).

The price of loading operations does not include the costs of goods heeling operations in the hold.

### 7.2 SURCHARGES

for work carried out on Sundays	+60%
for work carried out on holidays	+100%
for work carried out during the second shift of Saturdays:	+30%
for work carried out at night	+60%

For the work carried out on ships with propeller shaft tunnels or classified in the "Lloyd Register" 2 dks, the following surcharge is applied only to the amounts present in the holds in question:

€. 0,70 per ton

### 7.3 WEIGHING AND CALIBRATION SERVICES

	€ per weighing
Vehicle calibration (per weighing)	5,09
Vehicle weighing (€/ton)	49,43 €/cent

### 7.4 STORAGE RIGHTS

For the goods stored on the yard and for each day of stoppage:

free storage	Days of stoppage after the 21st	€/cent/ton/day
20		7,06

## 7.5 INACTIVITY

According to the GENERAL PROVISIONS the following prices apply:

	€/hour per team
for loading/unloading operations	282,47

## 7.6 VEHICLE REORDERING OPERATIONS

	€/ton
Reordering operations of loaded land vehicles	4,25

## APPLICABLE REGULATIONS

With reference to the conditions of the cargo in the holds, the provisions under the GENERAL PROVISIONS hold valid.

### TRAFFIC OF BULK GOODS BULK COAL IN GENERAL

1)	<u>Unloading, loading and redelivery services</u>	€/ton
	Unloading from self-trimmer onto land vehicle or yard:	
	Fossil and petroleum coke	7,95
	Metallurgical coke	9,47
	Loading from quay to self-trimmer hold	5,70
	Reloading from stack to truck	1,36
	Reloading from stack to wagon	1,76

The prices for unloading, loading and redelivery services include the following services:

- use of the harbour labour;
- use of the necessary machinery for the ordinary carrying out of the operations (in M.S.'s opinion);
- calibration and weighing of vehicles (excluding the weighings following the reordering and with the exceptions of the provisions under art. 33 of the GENERAL PROVISIONS with the exception of the surcharge with reference to wagon weighing);
- surcharge for any extra hour beyond the working hours (see art. 22 of the GENERAL PROVISIONS);
- surcharge for work carried out in the second shift of Saturdays (only for unloading operations);
- reloading from stack onto land vehicle or barge (only if performed in compliance with paragraph 2 underneath);
- surcharge for operations carried out in adverse climatic conditions.

The price of the loading operations does not include the following:

- the costs of stack preparation and feeding;
- the costs of goods heeling operations in the hold.

2) Surcharges and reductions

	%
- for work carried out on Sundays	+100%
for work carried out on holidays	+150%
for work carried out at night	+40%
for work carried out during the second shift of Saturdays (for loading operations only)	+37%

For work on ships endowed with corridors or tunnels the following surcharge is applied for each ton stowed in the hold in question:

2,34 € per ton

Sharing in the expenses in case of withdrawal of the goods within the period of free storage

3) Weighing and calibration services

	€ per weighing
- Land vehicle calibration (per weighing)	6,00
Beam balance weighing (€/cent/ton)	45,90 €/cent

4) Storage rights

The following storage rights (in Euros per ton per day) are applied to the goods lying within the unloading area:

days of stoppage				
free storage	31st to 45th	46th to 60th	10th to 90th	after the 90th
			€/cent/ton per day	
30	3,87	4,59	8,84	14,84

The goods may only wait within the unloading area in extraordinary cases, provided that they do not hamper the regular carrying out of the unloading operations. Their displacement from the unloading area to the storage, stacking or compression areas will be arranged by the customer and at his expenses.

5) Inactivity

As provided for by paragraph 5 of the GENERAL PROVISIONS, the following prices are applied:

	€/hour per team
for unloading operations	402,53
for loading operations	261,28

The above-mentioned prices include the surcharge for work carried out during the evening shifts in adverse climatic conditions.

**APPLICABLE REGULATIONS**

**Art. 1 Conditions of the cargo in the holds**

With reference to the conditions of the cargo in the holds, the provisions under art. 32 of the GENERAL PROVISIONS hold valid.

## **LIQUID GOODS IN BULK**

### Unloading, loading and redelivery services:

- with M.S.'s equipment 5,65 € / ton
- with customer's equipment or self-unloader 4,25 € / ton

### Weighing and calibration services:

- vehicle calibration (per weighing) € 4,95
- beam balance weighing (per ton) €./cent 42,38

## ADDITIONAL SERVICES MISCELLANEOUS RIGHTS

### FIXED-TERM SERVICES

- Human and mechanical resources
- Measurement, monitoring and assistance
- Hiring of machinery in additional operations

Machinery in additional operations will have to be used for at least four hours.

	euros/hour
Gottwald crane up to 80 tons	494,33
Reggiane up to 40 tons	564,96
Reggiane from 40 to 80 tons	706,18
Italgru from 40 to 80 tons	706,18
Lifting trucks with capacity:	
up to 2.5 tons	70,61
up to 6.8 tons	84,75
up to 12 tons	98,87
up to 20 tons	105,93
over 20 tons	112,99
Mechanical shovels:	
small	70,61
medium	91,81
large	105,93
Bobcat:	
small	77,67
medium	84,75
large	91,81
Tractors	120,06
Skilled labour	
complete shift	282,47
half a shift	176,55
1) Customs papers	
a. For the filling up of the unloading cargo permission form IM/7 (ex A/4), its handing in to Customs, assessments, register-keeping, contacts with shipping and forwarding agents, etc.: per document	<b>204,78 €</b>
b. For papers relating to abandoned goods entailing a cross-check of the goods by Customs with the clearing agent in order to classify them and assess their value: per paperwork	<b>130,65 €</b>
c. For assistance in case of destruction of the goods entailing finding out, in concordance with the relevant authorities, the most suitable methods of destruction, a presence during the destruction by the appropriate body, and making a written record: per paperwork	<b>324,84 €</b>
d. For further interventions with other authorities required for the complete application of the procedures under paragraphs a, b and c: per intervention	<b>70,61 €</b>
e. For each assignment or change of warehouse for some or all the consignments of goods already stored with M.S.: for each operation	<b>149,42 €</b>
f. Introduction in VAT tax deposit system	<b>€/cent 42,37/t.</b>
g. Use of rail tractor with crew for special operations	<b>€ 84,75/hr</b>



- h. For any other service, out-of-the-pocket costs will be marked up by 25%.

2) Opening and closing hatches

The inactivity rates marked up by 25% will be applied.

3) Other services

- a. Issuing of certifications, documents or copies
  - for the issue of each piece **31,78 €**
  - for any requests for the splitting of charges according to specific operational conditions, for the necessary completion of accounting and administrative procedures **35,30 €**
- b. for assistance in sampling, visits or supervision/assistance by the M.S. personnel in extraordinary operations or activities (per unit/hour) **49,43 €**

The prices under letter b) include the surcharge for any operations carried out in the second shift on Saturdays, in the extended hour, in the Sunday and holiday shifts, and in adverse climatic conditions.

4) Services not included

The cost for each service not included will amount to the out-of-the-pocket costs incurred by M.S. marked up by 25%.

5) Non-operating ships moored at the trading port

The following rates apply for non-operational ships and/or barges waiting at the M.S. quays for the occupation of operational space calculated according to the length overall (L.O.A.) of the ship:

non-pleasure crafts **€ 3,38/meter per day**

The above-mentioned rate is applicable to ships and/or barges that, once completed the commercial operations (loading and/or unloading of goods) should require a period of non-operational waiting inferior to 10 days. In this case, ships and/or barges benefit from a free storage period of 2 continuative solar days starting from the day after the last loading/unloading. From the 11th day, the indivisible day rate of **€ 1.059,28** will be applied.

Such free storage right may only be exercised once per call and does not apply for ships and/or barges making no trade operations at all, in which case an indivisible day rate of **€ 1.059,28** will be applied (provided that M.S. accepts them).

This rate will also be applied in the event of the ship/barge not starting the loading/unloading operations within the day after the mooring (Sundays and holidays excluded) and/or should the ship/barge stop the operations, for reasons beyond M.S.'s control, for more than 24 hours.

In any case, non-operational moorings require M.S.'s authorization.

Ships calling for non-operational purposes must leave the moorings at their own expenses and at M.S.'s unquestionable request.

6) Lashing and dunnaging

Prices will be agreed upon every time.

## 8 ) PORT FACILITIES & SERVICE FEE

**Attività di vigilanza e servizi conseguenti alle regolamentazioni previste dal codice ISPS con addebito che sarà a carico del comando nave c/o l'agente marittimo.**

Al fine di dare agli agenti marittimi un costo massimo certo è stato deciso per il porto di Venezia di considerare agli effetti dei tempi di sosta della nave una rata giornaliera di riferimento relativa ad una operatività media per le varie tipologie di merce, da lunedì a sabato, come di seguito riportato:

Tipo di merce	Rata giornaliera
• Rinfusa in genere tipo fertilizzanti, sale , sabbia	1.783,50 t
• Minerale di cromo, zinco, ferroleghe	2.378,00 t
• Rottami di ferro	1.486,25 t
• Rottami di ferro tipo proler	2.972,50 t
• Ghisa in pani	2.972,50 t
• Brame di sbarco	2.972,50 t
• Tondino di imbarco	2.229,38 t
• Billette, blumi, coils, tondoni	2.229,38 t
• Vergella	1.486,25 t
• Lamiera in pacchi	2.229,38 t
• Marmo in blocchi su navi a carico completo	2.229,38 t

**L'addebito verrà applicato secondo i seguenti principi:**

**-Navi con carichi solidi alla rinfusa e non ( escluse merci varie in colli )**

a) **lunghezza nave:** metri totali fuori tutto

b) **durata della permanenza:** ore totali di occupazione banchina da inizio a fine ormeggio

applicazione principio : **0,15 euro x " lunghezza nave " x ore di permanenza**

L'addebito risultante sarà portato a carico dell'agenzia marittima a consuntivo conto comando nave

**-Navi di merci varie / project cargo:**

Euro 0,83 per tonnellata sul carico imbarcato e / o imbarcato a carico dell'agenzia marittima a consuntivo conto comando nave

**- Navi roll on / roll of:**

Euro 5,13 per rotabile movimentato a carico dell'agenzia marittima a consuntivo conto comando nave

**- Navi full containers:**

Euro 13,33 per contenitori pieni movimentati a carico dell'agenzia marittima a consuntivo conto comando nave