

SCHEDULE 1

General Terms and Conditions of Business

A. General Information

Article 1

General Information

These General Terms & Conditions of Business shall apply to container handling services, storage and all other container & cargo handling services which the Company performs for its Customers, unless otherwise required by statutory regulations.

Any orders, instructions and requests received from the Customer, its personnel, its servants, agents or subcontractors (including Ship's Master, Agents, or multimodal operator), with respect to the provision of Container Terminal Services, shall be considered as orders, instructions and requests of the Customer, unless the Customer clearly specifies who is authorized to send orders, instruction and requests.

The Company shall only acknowledge orders, instructions and requests that are in compliance with the required Data Interchange Requirements specified in Article 4 EDI Messages. Furthermore, the Company shall recognize updated information provided and is not liable to clarify any information that is in conflict and / or changes from the original provided by the Customer.

The Company shall have the right, but is not obliged, to check the authenticity of signatures on orders, instructions and requests, as well as the authorization of the signatory of the Customer and its' Servants, Agents or Subcontractors.

All orders, instructions and requests shall be submitted in writing and/or via E-mail or EDI messages (see Article 4 EDI Messages). In the event of same submitted verbally, by way of exception, the Company shall not be liable for any consequences resulting from the absence of a written order.

The verified gross mass (VGM) of Containers shall be received by the Company only from the Customer by EDI messages.

The Company shall not assume any liability with respect to Containers loaded, unloaded, shifted, transported, and handled at the Container Terminal and to their good order and condition where a wrong declaration of Cargo has been made (e.g. wrong IMO class, weight, insufficiency or inadequacy of marks or insufficiency of packing) or latent defects of the Containers or Cargo.

B. Services Provided

Article 2

Description of Services Provided

2.1. Receipt and Delivery of Containers:

Receiving or delivering of full or empty Containers to be loaded or unloaded into or from Ship, into or out of the Container Terminal on road chassis:

- a) Receipt and delivery of Containers at the gatehouse and all clerical work associated with receiving/delivering
- b) Reporting of external visible damage to Containers and preparing reports for such damaged Containers
- c) Inspection of seals, wiring, and presence of CSC/ACEP plates
- d) Reporting of Container movements into or out of the Container Terminal

2.2. Loading and Unloading of Containers from Ships:

For the loading and unloading of Containers, full or empty, into or out of Containerships:

- a) Loading or Unloading Containership plan of each Container accordingly with Customers Instructions
- b) Movement of Containers from Containership's cell/deck to wharf and vice versa
- c) Movement of Containers from wharf to stacking area and vice versa
- d) Tallying of Containers, completing stowage plan immediately after completion of operation and reporting
- e) Reporting of Container movements into and out of the Containership
- f) Reporting of external visible damage to Containers while loading and unloading

2.3. Transshipment Containers

- a) Loading and unloading of Containers into/from on carrier/pre-carrier Ship suitable for Container transport
- b) Movement of Containers from stacking area to wharf and vice versa
- c) Reporting of Transshipment Container movements in and out of Ships

2.4. Shifting of Containers - Restows

- a) Shifting Bay to Bay: Movement of Containers, full or empty, within the same bay of a Ship
- b) Restow: Movement of Containers, full or empty, from Ship cell/deck to quay and restowing in Ship cell/deck.

2.5. Internal Container Movements:

Containers are subject to extra container moves & transportation once received & stacked in the Container Terminal. Such extra moves may be as a result of:

- a) Inspection by the competent authority (e.g. Cyprus Customs, veterinary services).
- b) Transport to the Container Repair Yard Workshop
- c) Any other purpose agreed between the Customer and the Company
- d) Lack of documentation/information by the Customer
- e) Change of Weight and/or VGM status
- f) Status change, such as change of import delivery status, change from operating reefer to non-operating one or vice versa
- g) Change of Ship that the Container is scheduled to be loaded/Change of Destination
- h) Other causes, attributable to the Customer's acts or defaults

2.6. Reefer Container Services:

For reefer Containers under refrigeration at the Container Terminal, the following specific services are provided:

- a) Plugging and Unplugging of electrical plugs of the reefer Container at the reefer stacking area
- b) Costs of furnishing electric outlets and power consumed
- c) Recording and monitoring of temperature and air ventilation status of the reefer Container every 12 or 24 hours (special or standard reefer respectively) whilst in the Container Terminal
- d) Reporting faults immediately on discovery to the Customer's representative and general co-ordination of any requirements

Operational procedures for Reefer Containers are illustrated in Article 11 Reefer Containers

2.7. Hazardous Cargo Handling & Storage:

For Containers containing Hazardous cargo as classified by the IMDG Code the following services are provided:

- a) Yard space and facilities in accordance with regulations for handling & storing IMO Containers as specified by the local competent authority.
- b) Containers IMO Class 1 & 7 are not allowed to be stored at the Terminal and are only for Direct Delivery.
- c) Check at the gate & Quay for proper labelling
- d) Re-labelling or label removal on Customer's Request or due to wrong labelling

Operations procedures are Hazardous Cargo are described in Article 10 Hazardous Cargo.

2.8. Non-Standard Container Handling & Storage:

For Non-Standard Containers (Container whose cargo height and/or length and/or width or damaged Container structure), requires special attachment to the spreader, i.e. chains, slings, etc. to handle, the following services are provided:

- a) Yard space, facilities, equipment, staff, lashing devices, in accordance with the regulations & international standards for handling nonstandard containers
- b) OOG dimensional measures and reporting on Customer's request
- c) Checking and reporting of the lashing and securing of these Containers upon arrival at the Container Terminal

2.9. Other Services Offered by the Company:

The following services could also be offered by the Company:

- a) Reporting and Administration
- b) Lifting of Hatch Covers/Bin Racks
- c) Supply of fresh water to Ships – This service is available through the Limassol Water Board
- d) Mounting/Dismounting of Bundles or Mafi Bundles (flatracks, containers etc.)
- e) Special Loading Requirements – Operational Procedures illustrated in Article 25 Special Loading Requirements
- f) Berthing of Vessels – Layover for Ships with no loading/discharge operations

The Company can provide additional services not included in Schedules 1 & 2 of this Agreement subject to prior written agreement between the Parties.

C. General Procedures

Article 3

Data Transfer, time of Performance, Broker Clause

The Customer acknowledges and agrees that must use for the exchange of information those methods of data transfer established by the Company, especially pre-printed forms and Electronic Data Interchange. (EDI)

Should the Customer avail itself of a third party in establishing or managing its contractual relations with the Company, the said Third Party shall not be entitled, without a particular written authorisation by the Customer, to give declarations or instructions binding on the Customer or to receive payments.

Article 4

EDI Messages

The Customer must use for the exchange of information those methods of data transfer established by the Company, especially pre-printed forms and electronic data interchange. (EDI)

All EDI message standards shall follow UN/EDIFACT-EDI standard messages that may be found at www.smdg.org

If the Customer is unable to comply with the above resulting in the Company requiring to manually input the Customer data into its' systems, then the Company reserves the right to be reimbursed for expenses incurred via a "Manual Entry" Fee listed in Schedule 2.

Each EDI message shall include the minimum data elements as described elsewhere in the following Articles of these General Terms & Conditions.

The Company has the right to ask the Customer to adopt an electronic signature system so to check the authenticity of EDI orders and messages received from the Customer and its Servant, Agents or Sub-contractors.

If any EDI messages are incomplete / incorrect resulting in the Company requiring to manually correct / input The Customer data into its' systems, then The Company reserves the right to be reimbursed for expenses incurred via a "Manual Entry" Fee listed in Schedule 2.

Summary of Data Interchange Requirements

The list of information to be issued by the Company and the Customer to ensure the efficient planning of the container terminal operations and dispatch of a Containership as outlined in the clauses of the Agreement and the Articles of the General Terms & Conditions is:

<i>Document</i>	<i>Issued by the Customer</i>	<i>Issued by CTL</i>
<u><i>Reception of Containers</i></u>		
Booking List	*	
Receiving Order	*	
Shipping Order	*	
Customs Documents	*	
Hazardous/Reefer/Overheight Documentation	*	
Interchange Receipt		*
Gate Movement Report		*
<u><i>Delivery of Containers</i></u>		
Arrival Notice (24 hours before Delivery)	*	
Customs Documentation	*	
Release Order	*	
Interchange Receipt		*
Gate Movement Report		*
<u><i>Loading Container into Containership</i></u>		
Stowage Instructions (EDI MOVINS)	*	
Final Bayplan (EDI BAPLIE)		*
Final E.T.A Notice	*	
Loding Order (Load COPRAR)	*	
Load Summary (by Line, POL, Type and Status)	*	
Loading Report (COARRI)		*
<u><i>Discharging Container From Containership</i></u>		
Final E.T.A Notice	*	
Containership's Bayplan (EDI BAPLIE)	*	
Manifest - Special Cargoes	*	
Discharge Order (Discharge COPRAR)	*	
Discharge Summary (by Line, POL, Type and Status)	*	
Discharging Report (COARRI)		*

Article 5

Participation in port community system for purposes of statutory customs requirements

Information on containers to be handled at the Container Terminal will normally be input by the Customer into the port community system (PCS) for purposes of statutory customs legislation. The Company shall not be liable for any statements made in the PCS, and in particular it shall not be liable for the correctness of the information inputted in PCS by the Customer. The Customer shall have a duty to check the information contained in the PCS prior to its further use, to ensure that it is full and correct.

Article 6

Mode of Handling

Containers shall be always handled using the Company's container handling equipment operated by the Company's staff. Any ancillary work connected with the handling of Containers and cargo

will always be carried out by the Company unless there is a prior and written agreement between the Parties.

The Customer and its agents, servants or subcontractors shall have a duty to collaborate in ensuring the efficient planning of operations as far as it is required by the Company.

Any work using the Ship's gear inside the Container Terminal Area shall require the Company's prior written permission.

Orders must be issued in EDI in accordance with the contents stipulated on the forms or templates issued and approved by the Company. Only declarations, instructions or notices which have been expressly approved by the Company should be contained in these form or templates.

Article 7

Berthing, Shifting

The Customer shall comply with the Company's berthing requirements. The Customer's Ship shall vacate the berth without undue delay upon completion of operations.

Ships must occupy the berth allocated to them by the Company. They must shift immediately should the Company so require, particularly if this is necessary to ensure the smooth operational functioning of the Container Terminal.

Article 8

Monitoring of Container Weight

The Company shall be entitled to weight the Containers at the Customers expense if the VGM statement is lacking information or if justified suspicion arises regarding the weight declaration of the Container. In such cases all costs relating to the weighting including any necessary internal movements shall be on the Customer's account.

Article 9

Special Goods, Return of Goods

Should any Containers/goods require special handling or storage due to their features or characteristics (e.g. valuables, fragile, loose stowage, overweight, over width, over height) the Customer must inform the Company by EDI at least 24 hours in advance stating precisely the particular features & characteristics of the Cargo.

Should statutory regulations or official directives by local competent authorities prohibit the storage of such goods in the Container Terminal Area, the Customer shall have a duty to remove these goods from the Container Terminal Area immediately and at its own cost. Should the Customer fail to perform this obligation the Company shall be entitled to arrange the necessary measures to remove or destroy the goods. All expenses shall be on the Customer's account.

The Company reserves the right to refuse acceptance of goods in the Container Terminal Area if no proof has been provided by the Customer that these goods are designated for further carriage. (either by Ship or Truck)

Should it transpire that following the delivery and acceptance of the goods in the Container Terminal that due to their condition they could cause a hazard to persons, property or the environment, should the Company so require, the Customer must immediately arrange for the Container to be removed from the Container Terminal Area. Should the Customer fail to do so, the Company shall be entitled to have the requisite measures undertaken at the Customer's expense.

The Customer shall fully indemnify and keep the Company harmless against any claim made against the Company by third parties, including local authorities, in relation to prohibited or hazardous goods.

Article 10

Hazardous Goods

Prior to the delivery of Containers which due to their specific properties or characteristics are considered Hazardous Cargo the Company must be notified per EDI at least 24 hours before.

The Customer's request for the acceptance or delivery of Hazardous Cargo shall be sent to the Company's Planning Office at least 24 hours before the Container's expected arrival or 12 hours before the start of the weekend for Ships arriving on Saturdays, Sundays or holidays, using the information and communication channels established.

The message must include all relevant information such as:

- a) Container Number, Customer Booking Number IMO Class, UN Number, Flash Point, Weight
- b) IMO Dangerous Goods Declaration as per IMDG-Code.
- b) Pre-Carrier Ship Name or On carrier Ship
- c) Port of Loading or Port of Discharge
- d) Voyage Number
- e) Delivery Mode and Time

The Company reserves the right not to accept any Hazardous Cargo in the Container Terminal Area where information is missing / incorrect until the information is corrected/provided. The Customer is solely responsible for the correctness and accuracy of the information provided and the Company shall not be held responsible or liable for incorrect information.

Any Hazardous Cargo must bear on all four external sides the relevant labels indicating the correct IMO Class of the Container. This must be reconciled with all pre-registration of booking information and documentation accompanying the Containers.

Article 11

Reefer Containers

Regarding Reefer Containers the Customer or its representative shall issue the booking/delivery order to the Company by EDI or e-mail to the competent office stating the following compulsory information at least 24 hours before the Container is delivered or discharged at the Container Terminal.

For each Reefer Container, a “Cooling Order” shall be send directly to the Company’s competent office 24 hours before the Container’s arrival at the Container Terminal and not later than 18:00 hrs the day prior to the expected receipt or delivery at the Container Terminal.

The Cooling Order shall contain:

- a) Customer Booking Number
- b) Container ID Number
- c) Size and Type of Container, Weight
- d) Characteristics of the Cargo
- e) Set temperature and range (Min/Max)
- f) On carrier Ship and Voyage or Pre-Carrier Ship Name and Voyage Number
- g) Port of Discharge or Port of Loading

If the above information is not send in time, the Company reserves the right not to accept the Container. The Customer is solely responsible for the correctness and accuracy of the information and the Company shall not be held responsible or liable for incorrect information.

Containers for which pre-acceptance booking information is not available, such Containers will not be accepted into the Container Terminal until the time that the information is corrected / provided. For export reefer Containers, the cut off time is 6 hrs. prior to the start of loading.

Article 12

Empty Container Management

In principle, empty Containers may not be stored in the Container Terminal except those empty containers unloaded from and awaiting loading into the Customers Ship. Empty Containers are stacked in the Container Terminal mostly in block stowage, segregated by size and type only.

Any specific segregation requirement by the Customer must be communicated and agreed with the Company before the arrival in the Container Terminal of the Unloading Ship or prior to the Receipt of a Container through the gate.

For any particular segregation in the yard (i.e. equipment off-hired, for sale, damaged, cold treatment etc.) a request shall be sent to the competent office specifying the requirements. The

Company shall make best endeavors to accommodate such requests and any restow moves to accommodate such requests shall be on the Customer's account.

Article 13

Mounting/Dismounting of Bundles or Mafi Bundles

The services regarding the mounting/dismounting of bundles can be provided only after confirmation from the Company's competent office. The Customer shall send a specific request no later than 13:30 hrs. the day prior the required service.

Article 14a

Customs Handling for Incoming Goods

In a customs port, the goods will only be delivered to the party entitled to obtain them when the said goods have received customs-approved treatment in accordance with the regulations of the Cyprus Customs and Excise Department.

The Customer shall have a duty to:

- a) Transmit to the Company in electronic form the information required by the regulations of the Cyprus Customs and Excise Department for incoming Containers.

The Customer shall be solely liable in every case for ensuring that all the procedures required under Cyprus Customs and Excise Department regulations are arranged out in good time.

An import Container can be stored in the Company's operating premises for a period of up to 90 days. Containers remaining in the Company's operating premises for a period over 90 days will be transferred to the Customs Warehouse as per the regulations of the Cyprus Customs and Excise Department.

Article 14b

Customs Handling for Outgoing Goods

Export Containers with the status of non-community goods under customs law, shall be received for temporary storage by the Company. All Containers, either Community or non-community, shall only be transferred to the Ship for loading, only when the Customer has obtained all export permits required by the Cyprus Customs and Excise Department Regulations. The Company is not responsible for the short shipment of Containers that are not customs cleared (defined as being the time reported that the local competent authority releases the Container for export). The Customer acknowledges and accepts that the Company cannot load any Container and cargo without this clearance as provided for by applicable statutory law and regulations.

Should export Containers be stored for more than 60 days at the Company's operating premises, the Company may cause the said Containers/goods to be publicly auctioned or sold by private

auction at their market value if despite the prior threat of sale, the due charges for these Containers/goods have not been paid or the party which owns the Containers/goods is unknown.

Article 15

Sale

The Party entitled to the goods shall be notified of the intended sale. Should a Party so entitled be unknown and undiscoverable, the intended sale shall be advertised in local newspapers. The sale must not take place prior to expiry of one week following the advertisement.

The Company shall not be bound to the foregoing deadlines, nor shall it have a duty to inform regarding the sale if the goods in question are easily-perishable or low-value goods and the charges due cannot in its opinion be covered by the proceeds.

D. Operations/Planning

Article 16

Requested Ship Information

To ensure the efficient planning of the operation in the Container Terminal the Customer shall have the duty to provide the following information to the Company's competent office in EDI, or in exceptional cases in text form within the timeframes specified in Articles 16, 17, 19, 21 and 22:

Preliminary Ship Information

The Customer shall provide all relevant technical details, including a complete general arrangement plan with a minimum information of "Bay, Row, Tier" of each Ship no later than 7 days in advance of the first call of such Ship at the Container Terminal in addition to the specified information below.

SHIP INFORMATION	DIMENSIONS	CAPACITY
a) Ship's name	a) L.O.A	a) Max. Container Cap (teus)
b) Owner	b) Breadth Moulded	b) Max. Container Cap (feus)
c) Nationality	c) Depth Moulded	c) Reefer Socket
d) Port of registry	d) Max. Height Above Keel	d) Haz. Cargo Hold (bay): (i.e. 1,2 e 3)
e) Official N°	e) Upper Deck Line Above Keel	e) Max. 20' on deck
f) Classification society	f) Load Line Draft	f) Max. 40' on deck
g) Type of Ship (i.e. 6,900 Teus Class Container Carrier)	g) Top Fresh	g) Max. 20' under deck
h) Call Sign	h) Fresh	h) Max. 40' under deck
i) IMO id n° (L.R. n°)	i) Tropical	i) Max. 40' HC under deck (without losing space)
j) Satellite Tel/fax	j) Summer	j) Container stack weight.
k) @mail	k) Winter	• On deck 20' – 40'
	l) International G.R.T.	• Under deck 20' – 40'
	m) International N.R.T.	• Max 45 on Deck
	n) Bow Thruster	• AT Bays
		k) Hatch Cover Stack Weights
		l) Stack Weights Hold

Information for Each Voyage:

The Customer shall send preliminary information in writing via email or via EDI to the Company's competent office no later than 72 hours prior to the Ships arrival (except for tight connections see Article 21) or 24 hours before start of weekend for Ships arriving on Saturdays, Sundays or holidays regarding the schedule and planning information of Containerships as follows:

- a) Name and Address of the Customer
- b) Name of Ship
- c) Voyage Number
- d) Container Number
- e) Size and Type of Container under the ISO Code
- f) Verified Gross Mass as prescribed by the SOLAS Convention
- g) Empty of Full Containers
- h) Next Port of Discharge
- i) Final Port of Destination
- j) IMO Dangerous Goods Declaration as per IMDG-Code
- k) Cooling Order for Reefer Containers
- l) Information regarding nonstandard containers over Height, over Width Containers etc.
- m) Preliminary Containers / TEUs quantities to be loaded, discharged and restowed
- n) Booking Number

Article 17

Discharge Instructions

The Customer must submit the final discharge instructions to the Company no later than 24 hours prior to the Ships arrival (except for tight connections see Article 21) or 12 hours before start of weekend for Ships arriving on Saturdays, Sundays or holidays.

Discharge instructions send must contain the following information:

- a) ETA (Expected time of arrival) if changed
- b) The number of Containers for Discharging, Hazardous Containers, Reefer Containers, OOG, Uncontainerized Cargo, shiftings and restows
- c) Vessel draft expected on arrival and departure
- d) Security information

Import bayplan on a bay, row and tier basis (BAPLIE File. See Article 4 EDI Messages), complete with all the vital details regarding Containers on board. The following is an indication of the minimum information required by the Company:

- a) Position on board of each single Container (bay, row and tier).
- b) Container ID number, type, size, weight of Container and VGM qualifier
- c) Discharge port, with confirmation of Containers that shall be discharged by the Company, both for import and Transshipment Containers.
- d) Confirmation of Containers to be shifted on board or restowed (a list of Container to be shifted or restowed is also required)
- e) In case of Hazardous Container: IMO class, UN number (See also Article 10 Hazardous Cargo).
- f) In case of Reefer or insulated Containers: temperature, ventilation, humidity, settings, for reefers or insulated Containers to be connected to the Reefer plug. (See also Article 11 Reefer Containers).
- g) For OOG Container confirmation of over width/over length/over height details.
- h) For any Uncontainerized Cargo all relevant information that will allow the Company to safely handle such cargo.

If the required information is not received within the indicated timeframe as set out in this Article then the Company reserves the right to direct the Customer's Ship to wait in turn.

The Customer acting as Vessel Operator shall send these communications through its central planning office, or other authorized agent, consolidating all information from third party slot charterers or other third parties. The Company will exclusively look to communications received from the Vessel Operator to carry out its obligations under this Agreement.

Article 18

Reception

A Container shall be deemed to have been received by the Company following its discharge from the Ship.

Article 19

Loading Instructions

The Customer must submit the loading instructions to the Company no later than 6 hours prior to the Ships arrival or 12 hours before start of weekend for Ships arriving on Saturdays, Sundays or holidays.

Loading instructions must contain the following information:

- a) ID number and type of Container.
- b) The Customer booking number.
- c) Size, type, weight and VGM qualifier
- d) Final Port of discharge.
- e) Port of Transshipment, if any.
- f) In case of Hazardous Container: IMO class, UN number (See also Article 9 Hazardous Cargo).
- g) In case of Reefer or insulated Containers: temperature, ventilation, humidity, settings, for Reefers Containers to be connected to the Reefer plug. (See also Article 10 Reefer Containers).
- h) For Uncontainerized Cargo all relevant information to allow the terminal to safely handle such cargo.

Updated Export stowage plan intended for the specific call on a bay, row and tier basis complete with all the information needed by the Company to prepare the Containership loading plan.

- a) Stow Position on board where to stow the cargo to be loaded complete with POD and weight class indication.
- b) Stow Position for Containers to be shifted or restowed.
- c) Stow Position of Hazardous Containers with full compliance of segregation rules.
- d) Stow Position for Reefer Containers.
- e) Stow Position for OOG Containers.

If the required information is not received within the indicated timeframe as set out in this Article then the Company reserves the right to direct the Customer's Ship to wait in turn.

The Customer acting as Vessel Operator shall send these communications through its central planning office, or other authorized agent, consolidating all information from third party slot charterers or other third parties. The Company will exclusively look to communications received from the Vessel Operator to carry out its obligations under this Agreement.

All Containers declared for loading should be compliant with all legal and customs obligations as defined by the local competent authority. Should there be Containers for which no compliance by the competent authority is available, or compliance is incomplete then such Containers will not be planned for loading, or loaded on board the Ship. If no such instructions are received from the Customer, then the Containers shall not be loaded on board the nominated Ship, at the sole risk and responsibility of the Customer. See also Article 24 Late Arrivals.

Article 20

Transfer to Ship

Containers shall be transferred and loaded to the Ship designated by the Customer pursuant to the stowage plan agreed between the Parties. They shall be deemed to have been received by the Ship upon being loaded on board the Ship. Any externally identifiable damage must be notified to the Company immediately in writing upon loading of the Container on board.

Article 21

Containership's arrival within a regional schedule latest 12 hours prior

If the time and distance from a previous port is less than 24 hours, the Customer shall provide the final information (see Article 17 & 19) no later than 12 hours prior to the scheduled arrival of the Ship or 12 hours before start of weekend for Ships arriving on Saturdays, Sundays or holidays. Any consequences for changes in the agreed Containership working schedule shall be for the account of the Customer.

Article 22

Resource Planning

The Company shall plan the required resources and shall provide confirmation of the Containership working schedule, indicating the agreed Start/End of operations time and the Estimated Departure Time (EDTD). Once the Containership working schedule has been defined:

- For any amendment requiring a change of planned resources, Penalty Volumes may be applied for late or incorrect declarations
- For any delay in either in the arrival of a Containership or delays during the agreed Containership working schedule, then Article 23 ("Idle Time") clause may be applied.

The Customer must submit a final and reasonable Estimated Time of Arrival (ETA) for the Ship to the Company's berth planning department no later than 24 hours before the arrival of the Ship or 12 hours before the start of the Weekend for Ship's arriving on Saturdays, Sundays or Holidays. For the avoidance of doubt the Weekend starts Saturday 12:01 am and ends on Monday 06:30 am.

The Company shall arrange the berth and the resources necessary to operate the Ship as close as possible to the ETA declared by the Customer.

In case of changes to the ETA later than 24 hours before the arrival of the Ship or delayed Actual Time of Arrival the Company will berth and commence operations on the Ship subject to berthing availability that does not interfere with the scheduled operations of other scheduled Ships. For Ships scheduled to operate on Weekends the next available berthing availability shall be Monday morning and the Customer shall be liable for any additional costs incurred by the Company.

For Ships that do not complete their operations due to the late arrival compared to the declared ETA the Ship shall remain idle until the next scheduled available shift that does not interfere with the scheduled operations of other scheduled Ships. For Ships scheduled to operate on Weekends the next available shift shall be Monday morning and the Customer shall be liable for any additional costs incurred by the Company.

The berthing and unberthing time is granted to the Ship only for the time required to perform the loading and discharging operations. Any time beyond this time that the Ship wishes to remain alongside, will not be accepted unless previously and specifically agreed with the Company.

Article 23

Idle Time

Idle Time shall be considered on the account of the Customer on the following cases:

- a) The Ship arrives after the commencement of ordered shifts/agreed start operation's time
- b) Due to any incident beyond the control of the Company on board the Customer's Ship hindering operations
- c) Waiting for Cargo and discharge/loading instructions after the timeframes stipulated in Articles 17 & 19
- d) Due to incorrect or incomplete information provided by the Customer regarding the operations of the Ship

Article 24

Late Arrivals/Declarations

Late arrivals/Declarations by Ship

The Company may accept late arrivals already declared on the final loading instructions send by Customer, provided that:

- a) Containers are discharged maximum 6 hrs. prior to the commencement of operations of the on-carriage Ship. (Applies for Transshipment Containers only)
- b) Containers are compliant with all legal and customs obligations as required by the local competent authority and the declaration was within the time frame specified in Articles 16,17,19 and 21.

- c) Specific stowage instructions are provided by the Customer that do not delay the agreed Containership working schedule
- d) Late Containers do not exceed 4% of total number of Containers planned for loading.

The Company may accept late declarations not present on the final loading instructions provided by the Customer to the Ship already under operations, on a case by case basis, provided that:

- a) Containers are compliant with all legal and customs obligations as required by the local competent authority.
- b) Specific stowage instructions are provided by The Customer and do not delay the agreed Containership working schedule
- c) Late Containers do not exceed 4% of total number of Containers planned for loading

Furthermore, the Customer is responsible for sending the final changes to the load instructions to the Company, the latest 6 hours before the Ship's arrival. All Containers declared for loading should be compliant with all legal and customs obligations required by the local competent authority

Late arrivals via Road

The Company may accept late arrivals of Containers already declared on the final loading instruction on a case by case basis, provided this does not interfere with the agreed Containership working schedule, and may upon the Customer's specific request, receive Containers bound to the nominated Ship beyond the agreed gate closing times, provided that:

- a) Containers are scheduled to arrive no later than 2 hours prior to the start of loading.
- b) Late Containers do not exceed 4% of total number of Containers planned.
- c) Containers are compliant with all legal and customs obligations as required by the local competent authority and ready for loading within the above-mentioned deadline.
- d) The Customer request contains all data needed to enable receiving of the Container into the Container Terminal.
- e) Specific Stowage instructions are provided by the Customer and do not delay the agreed Containership working schedule.

Article 25

Special Loading Requirements

Special remarks such as late arrival, under deck stowage, on deck stowage, far away from hot/cold, under sea level, protected stowage etc., shall be sent no later than 24 hours prior Ship' arrival / before the Container arrives in the Container Terminal. The message shall be sent by Customer and must contain the Customer booking number, ID number, Ship, POD and weight. In case of discrepancies between orders sent by the Customer and their agency, the instructions sent by the Customer shall prevail.

Article 26

Dispatch in return for Customer's declaration of release

The Company reserves the right to refuse the delivery of a Container until the Ship is fully discharged if in its judgement due and proper handling operations and the requisite oversight of batches for delivery would be impeded thereby.

Following release by the customs, discharged goods shall be delivered to the party which submits a declaration of release in its favor given by the Customer in electronic form or text form or which has demonstrated an authorization to that effect. The recipient must provide evidence of its identification should the Company so desire.

Containers/goods should be considered as accepted and without any discrepancies upon delivery on the Customer's appointed transport and gated out from the Terminal.

E. Common provisions

Article 27

Liability of Customer

Notwithstanding any provisions herein, the Customer shall always be liable to the Company, even without culpability, for all losses and expenses arising from insufficient packaging or designation of cargo, from provision of incorrect, unclear or incomplete information pursuant to Articles 9,10,11,14,15,17,19,21 and 22 or in other notifications, or from failure to submit a notification that goods are hazardous.

Should a particular time has been agreed for the services of the Company, or should a particular time has been agreed for the acceptance of a service from the Company, and should the Customer fail to accept the said service at this time on grounds for which it is responsible, the Customer shall be liable for all the costs and expenditure incurred thereby by the Company, including but not limited to any costs of providing staff and operating resources.

The Customer shall be solely liable for any damage to the Quay Walls and/or any port installation and/or terminal equipment and/or other damage through its vehicles or staff or in any manner whatsoever caused by the Customer, or those of whom the Customer is responsible.

Article 28

Customer Container Ship Warranty

The Customer represents and warrants that the Containerships notified in accordance with the Agreement and these GT&C are operated in compliance with all applicable laws and international standards with respect to safety, stability, seaworthiness, fitness for purpose and security including without limitation, regulations introduced pursuant to the ISPS Code. If during or after the term of the Agreement the Customer introduces a new Containership not originally disclosed, the Customer shall inform the Company at least fourteen (14) days prior to its arrival. The Customer represents and warrants that its Containerships are technically compatible with the Company equipment utilized at the Container Terminal.

The Customer represents and warrants that any Container used by the Customer is in compliance with all applicable laws and international standards, including but not limited in respect to safety, stability, worthiness, fitness for purpose and security. The Customer also warrants the accuracy of any information relating to the Containers, including but not limited to, length, weight, dimensions. Markings, seals, number and count.

Article 29

Stowaways

The Customer shall enforce strict access controls at the gangway on all Ships while berthed at the Container Terminal in order to prevent unauthorized access to those Ships. The Company will not be liable for any loss or damage suffered or incurred by the Customer (including, without limitation, any fines or penalties or the payment of expenses by the Customer on account of care, lodging, medical attention, security and repatriation) arising from the presence on board the Ships or stowaways or other unauthorized personnel.

Article 30

Combating Terrorism

The Customer hereby warrants that it is not a terrorist, criminal or anti-constitutional association, organization or person and maintains no contracts, whether commercial or otherwise with terrorists.

The Customer further hereby warrant that in its business operations it obeys all relevant regulations for combating terrorism, particularly the relevant EU Directives, by means of suitable organizational measures.

Article 31

Specific local regulations

Unless regulated otherwise in these Terms & Conditions, the provisions of the Health Safety Environment Regulations for Vessels and Tenants issued by the Cyprus Ports Authority shall apply hereto by way of supplement.

The Customer shall comply with the directions imposed by the Company pursuant to the laws of the jurisdiction where the Container Terminal is situated; Regulations and Directives of the Cyprus Port Authority; or as otherwise agreed with the Customer for the use of the Container Terminal. The Customer shall comply with due care and diligence as established by standard industry practice in carrying out its obligations.

Article 32

Partial invalidity

Should one of the provisions of these Terms & Conditions be invalid, illegal or unenforceable either wholly or partially, this shall not affect the validity, legality or enforceability of the remaining provisions of these Terms & Conditions.

Article 33

Governing Law & Jurisdiction

These Terms & Conditions and any dispute arising out of, or in connection with these Terms & Conditions, shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

In case of any dispute arising out of or in connection with these Terms & Conditions, including their validity, the Courts of the Republic of Cyprus shall have exclusive jurisdiction.