

**GENERAL CONDITIONS OF SERVICES  
(effective from 28.09.2023.)**

**1. TERMS**

**1.1. ROT:**

Name:	SIA "Rīgas Ogļu Termināls"
unified registration number:	40103543661
VAT registration number:	LV40103543661
legal address:	Eksporta iela 15 k-1, Rīga, Latvia, LV-1045
e-mail address for Applications and exchange of operative information:	<a href="mailto:rot.dispecers@rigaport.lv">rot.dispecers@rigaport.lv</a>
e-mail address regarding customs formalities:	<a href="mailto:customs@rigaport.lv">customs@rigaport.lv</a>
e-mail address for notifications/letters, etc. signed with a secure electronic signature and containing a time stamp:	<a href="mailto:info@rigaport.lv">info@rigaport.lv</a>
email address for billing information:	<a href="mailto:rekini@rigaport.lv">rekini@rigaport.lv</a>

1.2. **the CUSTOMER:** any natural or legal person who requests/receives ROT services or with whom there is concluded a valid Agreement and its authorised representative.

1.3. **ROT services:** any services provided by ROT to the CUSTOMER, for example:

- 1.3.1. Cargo transshipment;
- 1.3.2. Cargo storage;
- 1.3.3. use of ROT berths and ship supply;
- 1.3.4. securing, packing, marking, weighing, sorting and accounting of cargo, as well as transportation and other similar cargo operations;
- 1.3.5. rent/use of premises/territory;
- 1.3.6. provision of equipment (with equipment operator);
- 1.3.7. freight forwarding;
- 1.3.8. services related to customs formalities.

1.4. **General Conditions:** these general conditions of services, according to which ROT provides its services to the CUSTOMER.

1.5. **Agreement:** written agreement between ROT and the CUSTOMER on the provision of an ROT service. Agreement is prepared on the basis of the information submitted by the CUSTOMER. ROT is entitled not to provide ROT services if no Agreement has been concluded with the CUSTOMER.

1.6. **Commercial offer:** ROT's offer to the CUSTOMER for the provision of ROT services requested by the CUSTOMER, which is expressed before the conclusion of Agreement or the start of cooperation and specifies tariff rates and terms of ROT services, regardless of whether it is expressed in an e-mail or paper form. Commercial offer is valid (1) until the end of the term specified in it or (2) until the date of entry into force of Agreement (3) or, if the term is not specified in Commercial offer and Agreement has not been concluded - 1 month from the day of sending Commercial offer to the CUSTOMER (taking into account which circumstance occurs earlier).

If the CUSTOMER or its representative delivers any Cargo or any Vehicles to ROT territory (including to ROT berths) or receives any ROT service, this automatically confirms that the CUSTOMER has recognized General Conditions and Commercial offer as binding on the CUSTOMER and undertakes to comply with them even if no Agreement is concluded or

CUSTOMER's approval of Commercial offer has not been received.

- 1.7. **General ROT tariffs:** tariffs for provided ROT services, which are published on the website [www.rigaport.lv](http://www.rigaport.lv) and which are binding on the CUSTOMER (1) in cases determined in General Conditions, Agreement and elsewhere, (2) in the case no Agreement has been concluded with the CUSTOMER and no Commercial offer has been sent to the CUSTOMER, and (3) in the case when Commercial offer/Agreement does not specify the tariffs for ROT services.
- 1.8. **Cargo:** any type of items or goods with any packaging that strengthens and supports Cargo specified in Agreement, Commercial offer and/or Application.
- 1.9. **Dangerous Goods:** any type of items or goods specified in Agreement, Commercial offer and/or Application which are referred to in the International Maritime Dangerous Goods Code (IMDG Code), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), the Convention concerning International Carriage by Rail (COTIF) Appendix C "Regulations concerning the International carriage of Dangerous Goods by Rail" (RID).
- 1.10. **Vehicle:** any ship (including barge and other floating craft), car, wagon, trailer, container, tank or other vehicle or other means of transport used for the carriage of Cargo.
- 1.11. **ROT territory:** area in which ROT provides its services, including ROT berths and ROT warehouses.
- 1.12. **ROT berths:** a berth, which is located in the port of Riga and from which ROT service is provided.
- 1.13. **Application:** CUSTOMER's request to provide ROT services.
- 1.14. **Laytime:** laytime of the ship at ROT berth where the ship is loaded/unloaded or otherwise serviced.
- 1.15. **Laycan:** a period of four days during which the CUSTOMER must submit a notice of the ship's readiness to moor at ROT berth for loading/unloading of Cargo.
- 1.16. **LR:** the Republic of Latvia
- 1.17. **Working Day:** a day from Monday to Friday, unless the relevant day is a holiday or public holiday specified in the regulatory enactments of LR.
- 1.18. **Holiday:** Saturday, Sunday and a holiday and public holiday specified in the regulatory enactments of LR.
- 1.19. **Sanctions:** any commercial, economic or financial sanctions, embargoes or restrictive measures imposed or administered by the United Nations Security Council, the European Union, LR, the Government of the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control (OFAC)), an Member State of the European Union or of the North Atlantic Treaty Organization and/or the authorities of the above-mentioned organisations
- 1.20. **Party:** ROT or the CUSTOMER.
- 1.21. **Parties:** ROT and the CUSTOMER.

## 2. APPLICATION OF GENERAL CONDITIONS

- 2.1. These General Conditions are binding on the CUSTOMER. If the CUSTOMER or its representative delivers any Cargo or any Vehicles in ROT territory or receives any ROT service, this automatically means that the CUSTOMER has recognized General Conditions and Commercial offer as binding on the CUSTOMER and undertakes to comply with them even if no Agreement is concluded.
- 2.2. ROT has the right to unilaterally amend General Conditions by notifying the CUSTOMER thereof in writing 30 (thirty) days in advance and indicating where the new General

Conditions can be read or by sending the new General Conditions to the CUSTOMER. The new General Conditions are binding for the new CUSTOMER from the start of cooperation, but for the existing CUSTOMER from the 31<sup>st</sup> day from the day of sending ROT's notification on amendments to General Conditions.

In case the CUSTOMER disagrees with the new General Conditions, the CUSTOMER is obliged to inform ROT in writing within 14 (fourteen) days from the day of sending ROT's notification on amendments to General Conditions, and in this case Agreement/cooperation is considered terminated on the 31<sup>st</sup> day from the day of sending ROT'e notification on amendments to General Conditions, unless Parties agree otherwise. If the CUSTOMER does not respond to ROT's notice, it is considered that the CUSTOMER has tacitly approved the new General Conditions and undertakes to comply with them.

### **3. PROCEDURE FOR REQUESTING ROT SERVICES**

- 3.1. ROT shall not be liable for the non-execution of Application that has not been approved by ROT in writing, nor for the consequences arising from execution of an erroneous Application.
- 3.2. All operational correspondence between ROT and the CUSTOMER in connection with Application, its approval, conditions, execution, ROT services, ship processing, etc. takes place using the e-mail addresses specified in Agreement, but if Agreement is not concluded, the e-mail addresses used for sending Application to ROT and for sending ROT reply to the CUSTOMER. Relevant e-mail correspondence is considered as evidence of the will expressed by the CUSTOMER and ROT in connection with the sending, approval of Application, ROT services and their conditions, processing and execution. This type of correspondence is not applicable if the laws and regulations of LR or a special agreement stipulate other procedures, as well as do not apply to any changes in Agreement and its integral parts and tariffs (changes) to be approved (concluded) by signatures of ROT and the CUSTOMER.
- 3.3. ROT shall review Application within 2 (two) Working Days from its receipt and, if ROT agrees to provide ROT service specified in Application, send the CUSTOMER a confirmation and the conditions for providing ROT service (if any). The CUSTOMER must confirm the conditions of providing ROT service with a reply e-mail, otherwise it will be considered that the CUSTOMER has rejected them and ROT service will not be provided.
- 3.4. The CUSTOMER is obliged to submit a written power of attorney to ROT regarding the persons who are entitled to submit Application on behalf of the CUSTOMER, approve the documents prepared by ROT, resolve operational issues and complete the necessary formalities in ROT territory. In the event that the CUSTOMER does not submit the relevant power of attorney, ROT at its own discretion is entitled to (1) refuse to provide ROT service to the CUSTOMER or (2) consider as authorized representatives those persons specified in the e-mail with which Application and other information related to Application was sent, and in this case the CUSTOMER is obliged to recognize the actions of the relevant persons as binding to the CUSTOMER.
- 3.5. The CUSTOMER is not entitled to attract third parties for the provision of services related to Cargo handling and necessary for the CUSTOMER in ROT territory without prior written consent of ROT.
- 3.6. The CUSTOMER is obliged to submit all information and documents necessary for the performance of ROT services or facilitate it, immediately, but not later than within 1 (one) Working Day from the receipt of ROT's request.
- 3.7. When applying for ROT services, the CUSTOMER must comply with the laws and regulations of LR related to Cargo handling and customs law. ROT, without submitting an additional claim to the CUSTOMER, is entitled to issue an invoice to the CUSTOMER, and the CUSTOMER is obliged to pay the invoice issued by ROT for the actual costs of ROT incurred due to the fact the CUSTOMER did not comply with the requirements of this paragraph.

## **4. TERMS OF PROVISION ROT SERVICES**

### ***General terms***

- 4.1. ROT services are provided in accordance with ROT's internal technologies (technological schemes), which ROT determines independently. ROT is entitled, without prior coordination with the CUSTOMER, to involve third parties in the provision of ROT services and in this case ROT is fully responsible for the performance of the involved third parties.
- 4.2. Vehicles are serviced in accordance with Application, which has been approved by ROT. If a specific Cargo handling time has not been agreed prior to the commencement of Cargo handling, ROT shall not be liable for any costs or expenses related to Cargo handling time (duration) and/or incurred due to non-timely provision of ROT services.
- 4.3. ROT is not responsible for ordering a Vehicle, unless ROT and the CUSTOMER have agreed otherwise.
- 4.4. When accepting or issuing Cargo, the CUSTOMER has the right to participate in Cargo handling process.
- 4.5. The CUSTOMER is obliged to submit ROT all certificates/measurements made in ROT territory and related to Cargo or ROT and issued by the CUSTOMER or its authorized representative (appointed surveyor) within 3 (three) Working Days after the measurement is made or the certificate is issued. The CUSTOMER must inform ROT about the relevant measurements in advance and ROT is entitled to attend the measurement process. The results of measurements of which ROT has not been notified in advance shall not be considered as evidence of improper performance or non-performance of ROT's obligations.
- 4.6. By concluding Agreement, the CUSTOMER coordinates with ROT non-standard cargo transshipment technological schemes, mechanisms and auxiliary devices to be used. If the provisions of this paragraph are not coordinated when concluding Agreement, ROT is entitled to independently determine the technological schemes of non-standard Cargo transshipment, the mechanisms and auxiliary devices to be used.
- 4.7. ROT is not responsible for possible damage to Cargo and Vehicles if the actual weight, centre of gravity or slings of Cargo do not comply with the CUSTOMER's documents, as well as if the CUSTOMER's additional materials do not meet the standard. In this case, the CUSTOMER assumes full responsibility for covering any losses of the CUSTOMER, third parties and ROT.
- 4.8. ROT secures Cargo or removes the fastenings for Cargo only if it is specified in Agreement/Commercial offer and the CUSTOMER has requested this in writing in Application, providing instructions for securing Cargo/removing the fastenings.

### ***The time when ROT services are provided***

- 4.9. ROT service "ship loading/unloading" is provided continuously (24/7) except on such public holidays of LR: 1<sup>st</sup> January, 1<sup>st</sup> May, 4<sup>th</sup> May, Good Friday, Easter Sunday, Easter Monday, 23<sup>rd</sup> June, 24<sup>th</sup> June, 18<sup>th</sup> November, 24<sup>th</sup> December, 25<sup>th</sup> December, 26<sup>th</sup> December and 31<sup>st</sup> December.

ROT services regarding customs formalities are provided on Working Days from 7:00 to 21:00 and Holidays from 8:00 to 20:00.

Other ROT services are provided on Working Days from 8:00 to 20:00.

- 4.10. If ROT and the CUSTOMER agree on the provision of ROT services outside the time specified in paragraph 4.9 of General Conditions, the following coefficients shall be applied to the tariffs of ROT services:
  - 4.10.1. if ROT service is provided on Working Days, Saturdays and Sundays - 1.5.
  - 4.10.2. if ROT service is provided on public holidays and holidays specified in the regulatory enactments of LR - 2.0.

***ROT's rights to suspend the provision of ROT services***

- 4.11. ROT has the right to suspend the provision of ROT services, without indemnifying the CUSTOMER for any losses:
- 4.11.1. if the wind speed exceeds the regulations of the Freeport of Riga (10 meters per second) or the air temperature is lower than -25 degrees Celsius, as well as in case of precipitation (rain, snow) if precipitation can damage Cargo;
  - 4.11.2. if the CUSTOMER delays the payment of the invoice issued;
  - 4.11.3. if the CUSTOMER does not prove its right to Cargo and/or Vehicle within 1 (one) Working Day from the receipt of ROT's request;
  - 4.11.4. if the CUSTOMER has not signed the general form act in cases specified in paragraph 4.14. of General Conditions;
  - 4.11.5. if, after mooring the ship at ROT berths, the type or amount of cargo is changed and in ROT's opinion it affects safety or poses a danger or adversely affects the provision of ROT services to another CUSTOMER. In this case ROT has right to request the ship to leave ROT berth immediately;
  - 4.11.6. In other cases specified in General Conditions/Agreement/Commercial offer.
- 4.12. In all cases when ROT suspends the provision of ROT services in accordance with Agreement/Commercial offer and/or General Conditions, ROT is not responsible for any losses of the CUSTOMER and third parties caused by the suspension of ROT service. Cargo storage is not interrupted/suspended and the fee for it is calculated and payable in accordance with the provisions of Commercial offer or Agreement, its annexes and General Conditions.
- 4.13. The provision of ROT services is resumed within 1 (one) Working Day from the moment when the cases specified in paragraph 4.11 of General Conditions cease to exist.

***Preparation of the General form act***

- 4.14. ROT immediately informs the CUSTOMER through e-mails if, upon acceptance of Cargo or before the start of Cargo processing, ROT determines that:
- 4.14.1. Cargo is damaged (including in case of obvious shortages of Cargo/inconsistency with Cargo weight specified in Cargo accompanying documents), has inappropriate packaging or similar, and/or;
  - 4.14.2. Cargo cannot be transhipped using technological schemes determined by ROT, which is why it is necessary to provide unforeseen ROT services to ensure Cargo transshipment, and/or;
  - 4.14.3. ROT services cannot be started or cannot be fully and/or qualitatively provided due to the CUSTOMER's fault (untimely delivery of Vehicle, unprepared documents, etc.) and/or;
  - 4.14.4. Cargo waste or waste left by the CUSTOMER has occurred in ROT territory and it is necessary to determine its quantity, and/or;
  - 4.14.5. it is necessary to determine an event/fact related to Cargo handling.

If the CUSTOMER does not participate in Cargo transshipment process, the CUSTOMER must immediately, but not later than within 1 (one) hour from the moment of sending ROT's notification, arrive in ROT territory to determine the relevant fact and sign the General form act.

ROT has the right to suspend cargo processing until the General form act is signed.

If the CUSTOMER does not arrive in ROT territory within the term specified in this paragraph to determine the relevant fact, ROT has the right at its own discretion (1) either to unilaterally draw up and sign a General form act, which is binding on the CUSTOMER

and cannot be disputed, and to start Cargo processing, including providing unforeseen ROT services by charging the CUSTOMER for unforeseen ROT services, or (2) wait for the arrival of the CUSTOMER without providing ROT services, in which case the CUSTOMER shall pay ROT for downtime.

The downtime period starts from the 2<sup>nd</sup> (second) hour from the moment of sending ROT's notification specified in this paragraph.

### ***Waste management***

- 4.15. The CUSTOMER is obliged to pay ROT the fee specified in General ROT tariffs for the management of Cargo waste and waste left by the CUSTOMER (a third party engaged by it) in ROT territory.
- 4.16. To determine the quantity of Cargo waste or waste left by the CUSTOMER (a third party engaged by it) in ROT territory, ROT and the CUSTOMER sign the General form Act on the quantity of waste (if any):
  - 4.16.1. each time after Cargo is loaded in Vehicle and taken out from ROT territory;
  - 4.16.2. each time after Cargo is unloaded from Vehicle in ROT territory;
  - 4.16.3. once a month no later than by the last date of the relevant month (regardless of whether Cargo has/has not been taken out of ROT territory in the relevant month);
  - 4.16.4. each time ROT determines the waste left by the CUSTOMER (a third party engaged by it).

If the CUSTOMER refuses to sign General form act on the quantity waste or does not arrive at ROT territory within a specified time to determine the quantity of waste, ROT is entitled to unilaterally determine the quantity of waste and draw up and sign a General form act, which is binding on the CUSTOMER and cannot be disputed.

## **5. TARIFFS AND PAYMENT TERMS**

- 5.1. The amount of payment for ROT services is calculated according to the tariff rates specified in Commercial offer or Agreement, its annexes. The amount of payment for (1) unforeseen ROT services, for (2) ROT services which tariffs are not indicated in Commercial offer or Agreement, its annexes, and for (3) downtime of ROT, is formed by multiplying the actual time of provision of ROT services/downtime, the number of employees involved, the number and type of technical units involved and relevant General ROT tariffs. ROT independently determines and records the duration of said ROT services/downtime and the number/type of people and technical units involved.
- 5.2. The tariffs indicated in Commercial offer, Agreement, its annexes as well as in General ROT tariffs are exclusive of the value added tax (VAT) rate specified in the normative acts of LR and the CUSTOMER is obliged to pay the calculated VAT simultaneously with the fee for ROT services.
- 5.3. ROT is entitled not more often than once in a calendar year and not earlier than 12 months from the date of concluding Agreement to unilaterally change ROT service tariffs/fees specified in Agreement and set them in accordance with inflation rates and average wage increase rates in the LR, notifying the CUSTOMER in writing 30 (thirty) days in advance.
- 5.4. ROT has the right to unilaterally amend General ROT tariffs by notifying the CUSTOMER 30 (thirty) days in advance and publishing the new General ROT tariffs on the website [www.rigaport.lv](http://www.rigaport.lv). The new General ROT tariffs are binding for the new CUSTOMER from the start of cooperation, but for the existing CUSTOMER from the 31<sup>st</sup> day after ROT's notification on amendments of General ROT tariffs is sent.

In case the CUSTOMER disagrees with the new General ROT tariffs, the CUSTOMER has the right to terminate the cooperation/Agreement in accordance with the procedures specified in General Conditions, unless Agreement provides for other procedure for termination of Agreement. If Agreement provides for other procedures for termination of

Agreement and the increase in General ROT tariffs does not exceed 10%, the CUSTOMER does not have the right to unilaterally terminate Agreement based on the amendment of General ROT tariffs.

General ROT tariffs are an integral part of General conditions.

- 5.5. ROT shall issue invoices to the CUSTOMER in electronic or paper form. An invoice shall be deemed submitted in electronic form and without the "signature" detail shall be equivalent to the submission of the original invoice referred to in Agreement, if ROT indicates the details specified in the Law on Accounting, as well as other details within the meaning of the Value Added Tax Law in the invoice, and if ROT sends the invoice to the CUSTOMER's e-mail address specified in Agreement, but if Agreement has not been concluded - to the e-mail address from which ROT received Application. An invoice shall be deemed received on the day when ROT has sent it to the CUSTOMER to its e-mail address.
- 5.6. If the CUSTOMER does not agree with the invoice issued by ROT, then the CUSTOMER is obliged to submit a written justified claim to ROT within 5 (five) Working Days from the date of receipt of the invoice. If ROT does not receive the CUSTOMER's claim within the specified term, it is considered that the CUSTOMER has no claim regarding the respective invoice and the information specified therein.
- 5.7. The CUSTOMER is obliged to pay all invoices issued and submitted to it within 5 (five) Working Days from the date of receipt of the invoice.
- 5.8. Invoices for Cargo storage ROT issues and submits to the CUSTOMER once a month for the current calendar month. If Parties have agreed on a fixed fee for the storage of Cargo (which does not depend on the amount of the stored Cargo), ROT shall issue and submit to the CUSTOMER an invoice for the first and last month of Cargo storage, but subsequent invoices for Cargo storage ROT shall issue and submit to the CUSTOMER once a month for the current calendar month (except for the last month of Cargo storage term).
- 5.9. In case it is planned to remove (ship) the whole amount of Cargo (or one type of Cargo) from ROT territory or in case the value of the remaining Cargo in ROT territory will be less than the amount of the CUSTOMER's payment obligations to ROT, the CUSTOMER is obliged to make an advance payment for the storage of Cargo to be removed from ROT territory as well as for ROT services related to the removal of Cargo and to cover all payment obligations to ROT. ROT has the right not to provide ROT services related to Cargo removal (including, but not limited to Cargo loading services) if the CUSTOMER has not fulfilled its payment obligations stated herein.
- 5.10. For delay of payment of an invoice issued by ROT, the CUSTOMER shall pay ROT late interest: 0.5% per day of the unpaid amount for each day of delay.
- 5.11. The CUSTOMER's payment shall be deemed made when the funds have been received in ROT's account.
- 5.12. Any payment of the CUSTOMER shall first be directed to the repayment of late interest, contractual penalty, and then to the repayment of the principal debt.

## **6. SHIP APPLICATION, ACCEPTANCE, HANDLING AND LAYTIME CALCULATION**

### ***Ship pre-handling activities:***

- 6.1. The CUSTOMER is obliged to submit to ROT the planned time of arrival of ships at ROT berths in the next month (hereinafter – Ship plan) no later than the 25<sup>th</sup> date of the month. ROT approves or rejects the Ship plan within 5 (five) Working Days from its receipt. In case of non-response, it is assumed that the Ship plan has not been approved by ROT (has been rejected).
- 6.2. The CUSTOMER no later than 7 (seven) days before the day when the ship plans to arrive in the port of Riga, must coordinate with ROT ship's Laycan and submit a ship assignment stating the ship name, ship description, name of Cargo to be unloaded/loaded, its quantity, weight and other necessary information.

The CUSTOMER's request to coordinate the ship's Laycan times may be submitted on Working Days from 08.00 to 17.00. If the CUSTOMER's request is submitted outside the specified time, it will be considered that the CUSTOMER has submitted the request on the next Working Day at 8:00.

ROT coordinates the Laycan time of the ship not later than within 2 (two) Working Days from the day of receipt of the CUSTOMER's request. ROT is entitled not to coordinate the ship's Laycan if the CUSTOMER has not fulfilled the obligation specified in paragraph 6.1 of General Conditions or if it does not comply with the Ship plan approved by ROT.

- 6.3. Agents for ships to be unloaded/loaded through ROT berths are nominated by ROT. ROT guarantees that the ship agent nominated by ROT will (1) perform its ship agent duties in such a way as to ensure the arrival of each ship nominated by the CUSTOMER in the port of Riga, (2) duly and in the best interests of the CUSTOMER complete all necessary formalities and comply with the requirements of the laws and regulations of LR and the customs of the Port of Riga regarding the activities of the ship agent, (3) process the documents related to Cargo and ship entering the Port of Riga, staying in the Port of Riga and leaving the Port of Riga (4) provide the necessary assistance to the master of the ship and will protect the interests of the shipowner, (5) pay the amounts payable in connection with the ship's stay in the Port of Riga in accordance with the instructions of the ship's master or shipowner, (6) keep all interested parties informed of the progress of the ship's loading operations at ROT berths, (7) perform other maritime agency activities.
- 6.4. The CUSTOMER is obliged to send the following information to ROT at least 72 (seventy-two) hours before the arrival of the ship at ROT Berths:
  - 6.4.1. the name of the ship;
  - 6.4.2. the planned date and time of arrival of the ship;
  - 6.4.3. the name, quantity, weight and other necessary information of Cargo to be unloaded/loaded;
  - 6.4.4. a statement regarding the nature of the Dangerous Goods;
  - 6.4.5. Cargo plan;
  - 6.4.6. an independent surveyor/an authorized representative of the CUSTOMER attracted by the CUSTOMER to assess the condition and volume of Cargo or perform other actions;
  - 6.4.7. the maximum draught of the ship before and after unloading/loading;
  - 6.4.8. accompanying document certifying the customs status of Cargo and applied customs declarations (if any);
  - 6.4.9. accompanying document confirming Cargo purchase - sale or Cargo owner and the value of Cargo;
  - 6.4.10. compliance of Cargo with the status of strategic cargo;
  - 6.4.11. for strategic Cargoes - dual Use license;
  - 6.4.12. Cargo fumigation plan (if fumigation is planned).
- 6.5. The CUSTOMER is obliged to send to ROT an updated information specified in paragraph 6.4 of General Conditions or a confirmation that there are no changes in the previously provided information at least 48 hours before the arrival of the ship at ROT berths.
- 6.6. The CUSTOMER is obliged to provide ROT with additional information related to the planned ship and its handling immediately upon receipt of ROT's request.
- 6.7. ROT has the right to amend Cargo plan by notifying the CUSTOMER thereof no later than within 2 (two) days from the receipt of Cargo plan. The CUSTOMER is obliged to coordinate the ship's Cargo plan amended by ROT with the master of the ship, otherwise ROT has the right to refuse to handle the ship.



ROT is entitled to disagree with the changes to the previously agreed Cargo plan, if they adversely affect the provision of ROT services to another CUSTOMER.

- 6.8. Before starting the ship loading (processing), the CUSTOMER is obliged to inform ROT about the ship's readiness for loading/unloading and to submit the ship's master's notice of readiness for cargo operations, hereinafter - NOR.

NOR may be submitted to ROT on any day and at any time (including Saturdays, Sundays and public holidays (SSHINC)) (24 hours a day, 7 days a week), regardless of whether the ship is at the Riga port roadstead/external Riga port roadstead or not, moored or not, and whether or not the ship has received a bill of health.

The CUSTOMER is obliged to ensure that loading/unloading of the ship ROT can start no later than at 14:00 on the first Laycan day agreed with ROT. If in order to start loading/unloading of the ship, ROT must receive the permission of the CUSTOMER, an independent surveyor (attracted by the CUSTOMER), or the captain of the ship (hereinafter referred to as "the Permission"), but the Permission is not given until 14:00 on the first Laycan day agreed with ROT, then:

- (1) ROT is entitled to charge the CUSTOMER the fee specified in the General ROT tariffs for the use of ROT berth;
- (2) At ROT's request, the CUSTOMER must ensure the removal of the ship from ROT berth no later than by the time specified by ROT (in case of non-compliance with the deadline, the fee for berthing the ship after the specified deadline shall be determined and calculated in the fivefold amount);
- (3) The CUSTOMER/the ship shall lose its right to ROT berths and ship loading/unloading operations. In this case, ROT accepts the relevant ship for loading/unloading Cargo as soon as possible and handles the ship without applying Cargo loading/unloading norms (even if such are pre-determined/agreed), and ROT is not liable for the CUSTOMER's losses;

ROT starts loading/unloading the ship in the next ROT shift that follows ROT shift in which the Permission was received, but in any case no sooner than after 8 (eight) hours from the receipt of the Permission and re-mooring of the ship (if the ship in accordance with terms of paragraph (2) had left ROT berth). ROT shift means the time period from 08:00 to 20:00 and the time period from 20:00 to 08:00.

- 6.9. Prior to the commencement of ship loading (handling), the CUSTOMER is obliged to submit the following documents to ROT (ROT is entitled not to start ship handling until all documents specified in this paragraph are received and the relevant document waiting time is excluded from Laytime):

- 6.9.1. Ships particulars;
- 6.9.2. Bill of Lading (only if Cargo is unloaded from the ship);
- 6.9.3. A copy of the ship's International tonnage certificate;
- 6.9.4. Cargo Loading Order.

- 6.10. ROT accepts ships for unloading/loading (handling) of Cargo only in the Laycan period agreed with the CUSTOMER. If the estimated time of arrival of the ship is outside the agreed Laycan period and/or the estimated time of arrival of the ship or other changes in the ship's information adversely affect the provision of ROT services to another ship, the ship whose information/estimated time of arrival has changed shall lose its right to ROT berths and ship loading/unloading operations. In this case, ROT accepts the relevant ship for loading/unloading Cargo as soon as possible and handles the ship without applying Cargo loading/unloading norms (even if such are pre-determined/agreed), and ROT is not liable for the CUSTOMER's losses.

***Laytime calculation:***

- 6.11. The Laytime begins 12 hours after ROT has received the NOR, but not earlier than 14:00

on the first Laycan day agreed with ROT. If ROT starts loading/unloading the ship earlier, as well as if the Permission has not been received (see paragraph 6.8. of General Conditions) Laytime starts at the time, when loading/unloading actually began. Laytime ends when ROT has finished loading/unloading the ship.

6.12. The following time periods must be excluded from Laytime (regardless of whether ROT performs or not loading/unloading of the ship during the relevant periods):

6.12.1. time spent for the ship to enter/leave the port of Riga (including entry and mooring/transfer from/to ROT Berth);

6.12.2. the time spent on customs formalities, as well as the working time of other public authorities on board the ship in connection with the border opening/closing procedure or other inspections/operations;

6.12.3. the time taken to determine the initial, intermediate and final weights by draught survey;

6.12.4. the time when the loading works has been stopped, if (1) the wind speed is 10 m/s and more or (2) when the air temperature is below -25 degrees Celsius, or (3) when there is precipitation during which loading of Cargo is not possible/allowed. The fact of such adverse weather conditions which interfere with loading operations shall be reflected in the Act of statement, signed by the master of the ship and ROT;

6.12.5. the duration of force majeure circumstances;

6.12.6. the time when during the suspension of the ship movement by the Port of Riga Traffic Control Service due to meteorological conditions and/or force majeure circumstances there has been a forced suspension of loading/unloading works;

6.12.7. the time during which the ship was not handled (1) through the fault of the shipowner or (2) due to damage to the ship as well as (3) other ship-related reasons affecting the operation of ROT;

6.12.8. the time spent on ballasting or de-ballasting the ship, lifting and opening hatches.

6.12.9. the time for which the ship's loading time has been extended by (1) reducing Cargo handling speed agreed with the CUSTOMER due to the shipowner's fault, ship's technical parameters or ship damage and/or (2) due to the changes in the previously agreed Cargo plan prior to or during the loading and/or (3) other ship-related reasons affecting the operation of ROT;

6.12.10. Waiting time for the arrival of Cargo required for the full batch of the ship at ROT territory (after the receipt of Cargo at the railway station "Zemitāni (3km Rīga-Krasta)");

6.12.11. the time when the removal of the CUSTOMER's Cargo from ROT territory is expected in order to place Cargo to be unloaded from the ship (in case storage volumes are limited);

6.12.12. the time spent balancing/compacting Cargo loaded in the holds of the ship at the request of the ship's master/the CUSTOMER;

6.12.13. the time of waiting for the CUSTOMER/independent surveyor engaged by the CUSTOMER to perform Cargo related or other measurements and when the relevant measurements are performed/when Permission is awaited;

6.12.14. the time during which pilotage services are provided to the ship;

6.12.15. the time when the provision of ROT services has been suspended due to the CUSTOMER's failure to fulfill his obligations;

6.12.16. Public holidays of LR specified in paragraph 4.9. of General Conditions.

***Actions after ship loading/unloading activities:***

- 6.13. Upon completion of loading/unloading of the ship, the CUSTOMER is obliged to send to ROT immediately, but not later than within 3 (three) hours after the completion of loading of the ship:
- 6.13.1. Bill of Lading;
  - 6.13.2. Statement of facts;
  - 6.13.3. Cargo fumigation certificate (if cargo fumigation has been performed);
  - 6.13.4. Intermediate/final draft survey;
  - 6.13.5. Cargo manifest - 1 copy;
  - 6.13.6. Other documents requested by ROT.
- 6.14. The CUSTOMER is obliged to ensure that the ship leaves ROT berth within 4 (four) hours after the completion of loading/unloading of Cargo and after completion of all relevant documents. The CUSTOMER shall pay ROT the fee specified in General ROT tariffs for the use of ROT berths for each hour exceeded and shall also be liable to ROT for losses incurred by ROT in this regard, unless ROT berths could not be vacated due to unsuitable navigational conditions, as evidenced by information provided by the Hydrometeorological Service, due to a fire or accident on board.
- 6.15. If, upon an order of any state institutions of LR (customs, police, border control, Captain's Service of the Freeport of Riga Authority), the ship is required to remain at ROT berths due to the ship's failure to comply with any formalities or due to any inspections, this shall not be considered Force majeure.

#### ***Dispatch/demurrage rules***

- 6.16. The norm of loading/unloading the ship is not determined except if ROT and the CUSTOMER have agreed on it in writing.
- 6.17. If ROT and the CUSTOMER have agreed on ship loading/unloading rates in writing, ROT covers the CUSTOMER ship's demurrage expenses related to untimely ship handling, and the CUSTOMER shall pay ROT an additional fee for faster ship handling (dispatch), subject to the following:
- 6.17.1. The CUSTOMER has declared to ROT the ship's demurrage rate and Cargo plan at least 72 (seventy-two) hours before the acceptance of the ship at ROT berth and ROT has confirmed the declared ship's demurrage rate by sending the confirmation e-mail to the CUSTOMER. If ROT's confirmation e-mail is not sent, it is assumed that ROT has not approved the ship's demurrage rate. Confirmation of the ship's demurrage rate cannot be identified as confirmation of Application.  
  
If the CUSTOMER fails to comply with the provisions of this paragraph (fails to submit the ship's demurrage rate and/or Cargo plan within the relevant term) as well as in case if ROT does not confirm the ship's demurrage rate declared by the CUSTOMER, it is assumed that within the handling of the relevant ship, ROT shall not be liable for the ship's demurrage nor other losses of the CUSTOMER related to the untimely handling of the ship, and the CUSTOMER shall not pay ROT additional fee for faster ship handling (free dispatch/free demurrage);
  - 6.17.2. The ship's dispatch rate is 50% of the ship's demurrage rate declared and confirmed in accordance with the procedure specified in paragraph 6.17.1 of General Conditions.

## **7. CUSTOMS FORMALITIES**

- 7.1. ROT ensures the completion of customs formalities in the clearance of Cargo, if Cargo is stored in ROT territory and if ROT and the CUSTOMER have not agreed otherwise.
- 7.2. The CUSTOMER, delivering Cargo to ROT territory (as custom's warehouse), submits to ROT:

- 7.2.1. Cargo customs documents;
  - 7.2.2. Cargo accompanying documents (e.g. Packing slips, Specifications, etc.);
  - 7.2.3. Transport accompanying documents:
    - 7.2.3.1. Bill of Lading, if Cargo crossed the economic space of LR by ship;
    - 7.2.3.2. SMGS convention railway transport accompanying document, if Cargo crossed the economic space of LR in a railway wagon;
    - 7.2.3.3. CMR convention road transport accompanying document, if Cargo crossed the economic space of LR by car, or a transport consignment note for European Union cargo;
  - 7.2.4. accompanying documents confirming Cargo purchase - sale or Cargo owner and the value of Cargo;
  - 7.2.5. other information and documents necessary for completion or simplifying completion of customs formalities (for example, permits, licenses, certificates, specifications, information on the origin of Cargo, buyer, sellers, etc.).
- 7.3. The CUSTOMER is responsible for the accuracy and truthfulness of the customs documents, documents accompanying Cargo and additional information related to these documents, as well as the information on Cargo (compliance with the actual situation) submitted to ROT. The CUSTOMER pays the administrative penalties, customs debts applied by the customs authority to ROT, as well as indemnifies ROT for losses incurred/applied due to the documents submitted by the CUSTOMER containing false or inaccurate information or data about Cargo.
- 7.4. If the CUSTOMER submits to ROT derivatives of original customs documents or Cargo accompanying documents (instead of originals), the CUSTOMER is responsible for keeping the original customs documents and documents accompanying Cargo submitted to ROT in accordance with the laws and regulations of LR and the CUSTOMER is obliged to submit the originals of the documents requested by ROT within 1 (one) Working Day upon receipt of a request (this provision is valid even after the expiration of Agreement (but if Agreement is not concluded - after the end of cooperation) as long as the relevant documents must be kept in accordance with customs regulations).
- 7.5. The CUSTOMER is responsible for the customs status of Cargo indicated in Vehicle accompanying documents. If the CUSTOMER is unable to prove the customs status of Cargo, ROT performs tax calculation for ROT service in accordance with the regulatory enactments of LR.
- 7.6. When accepting the CUSTOMER's cargo in ROT territory (as custom's warehouse), ROT informs the CUSTOMER and the customs authority of LR about discrepancies in Cargo or customs security and further acts in accordance with the instructions of the customs authority of LR. In this case, ROT prepares Cargo Inspection Act in accordance with the regulatory enactments in force in LR.
- 7.7. If the customs authority has made a decision to perform Cargo inspection, the CUSTOMER is obliged to cover all ROT's expenses related to Cargo inspection, incl. expenses for Cargo transportation, weighing, reloading, sampling, unless ROT and the CUSTOMER agree otherwise.
- 7.8. ROT may refuse to process or accept Cargo or provide ROT services in cases where the CUSTOMER is unable to present the correct documents accompanying Cargo within 24 hours from the arrival of Vehicle in ROT territory.
- 7.9. The CUSTOMER shall cover all ROT's expenses and losses arising from improper performance or non-performance of the CUSTOMER's obligations specified in Chapter 7 of General Conditions, as well as ROT shall not be liable for any losses of the CUSTOMER incurred in such cases.

- 7.10. If Cargo is not stored in ROT territory (i.e. direct transshipment "Vehicle - Vehicle" is performed), the CUSTOMER shall independently and at its own expense ensure all customs formalities related to Cargo (until ROT accepts Cargo for storage). The CUSTOMER is responsible for the accuracy and truthfulness of the customs documents, the documents accompanying Cargo and additional information related to these documents for the entire Cargo. The Customer is obliged to submit the information and documents requested by ROT in connection with Cargo imported into and exported from ROT territory immediately, but not later than within 1 (one) Working Day from the receipt of ROT's request.
- 7.11. ROT is entitled not to allow Cargo to be removed from ROT territory until all the requested information and documents related to Cargo imported into and exported from ROT territory have been received from the CUSTOMER.

## **8. SPECIAL RULES FOR FREIGHT FORWARDING SERVICES**

- 8.1. If the provisions set forth in this Chapter 8 of General Conditions conflict with the provisions set forth in other Chapters of General Conditions, the provisions set forth in this Chapter 8 of General Conditions shall prevail in matters related to freight forwarding services.
- 8.2. Freight forwarding services are provided in accordance with the regulatory framework set forth in Chapter 3 of Commercial Law and the provisions of General Conditions.
- 8.3. ROT provides freight forwarding services only for Cargo located in the territory of LR. In case of freight forwarding, the CUSTOMER is considered to be Cargo shipper.
- 8.4. ROT does not perform and is not responsible for insurance, customs clearance, packing and marking of Cargo handed over for forwarding.
- 8.5. As part of the freight forwarding service, ROT:
- 8.5.1. does not assume the responsibility of Cargo carrier;
  - 8.5.2. does not determine the fee for Cargo transportation and it is covered by the CUSTOMER in the amount specified by the carrier (unless this fee is included in the tariff of freight forwarding services set by ROT);
  - 8.5.3. does not issue Cargo transport documents on its own behalf;
  - 8.5.4. does not organise Cargo transporting by road.
- 8.6. ROT is entitled to request a prepayment for freight forwarding service and the CUSTOMER is obliged to pay it before the start of freight forwarding service.

## **9. CARGO ACCOUNTING, CARGO LOSS AND CARGO CONDITION MAINTENANCE**

- 9.1. **If Cargo is stored in ROT territory:**
- 9.1.1. ROT accepts and accounts for the imported Cargo in ROT accounting system in the amount specified in the accompanying documents of Cargo brought into ROT territory, without re-weighing Cargo.
  - 9.1.2. Writing off Cargo loaded on the ship from ROT accounting system is performed taking into account the weight of Cargo as indicated in the draft survey of the relevant ship, but if draft survey is not carried out, taking into account the weight of Cargo, as indicated in the accompanying documents of the imported Cargo. Writing off Cargo loaded into other Vehicles from ROT accounting system is performed taking into account the weight of Cargo, as indicated in the accompanying documents of Cargo exported from ROT territory.
  - 9.1.3. ROT is responsible for maintaining the amount of Cargo (i.e., for Cargo losses) only if Cargo is re-weighted on ROT railway/truck scales when imported and exported into/from ROT territory (in case of ship handling – if Cargo weight is determined on the ship's draft survey) and if the CUSTOMER submits ROT documents certifying:

9.1.3.1. Cargo weight unloaded from the relevant Vehicle at the place of unloading (destination);

9.1.3.2. the physical properties (moisture, density etc.) of Cargo at the time when Cargo was imported into ROT territory and exported from ROT territory and which was recorded (measured) by an independent surveyor at the time of import/export of Cargo into/from ROT territory;

9.1.3.3. other documents requested by ROT.

ROT is responsible for maintaining the amount of Cargo from the moment Cargo is imported into ROT territory and lasts until Cargo is loaded into Vehicle to export it from ROT territory.

Permissible limits of Cargo losses should be considered to determine the extent of ROT's responsibility (see paragraph 9.1.5 of General conditions).

9.1.4. If the CUSTOMER does not submit ROT the documents specified in paragraph 9.1.3. of General Conditions within 10 (ten) days from the moment when Cargo shortage is detected, the CUSTOMER shall pay the administrative penalties and customs debts imposed on ROT by the customs authority.

9.1.5. The permissible limits of Cargo losses resulting from ROT services, for which ROT is not responsible, are determined the same as they are indicated for the specific Cargo type in column 4 of Annex 3 to Cabinet Regulation No. 861 of 20 December 2016 "Procedure for Determining the Amount of Loss for Bulk Goods Under Customs Supervision", unless otherwise provided in Agreement or annexes to Agreement.

9.1.6. ROT is responsible for maintaining the condition of Cargo from the moment Cargo is imported into ROT territory and lasts until Cargo is loaded into Vehicle to export it from ROT territory.

9.1.7. In any case, ROT's responsibility for Cargo losses above the permissible limits of Cargo losses and for damaged Cargo is equal to the value of Cargo specified in the invoice, if it does not exceed the market value of Cargo on the day of loss/damage, but not more than EUR 870 per package or unit or EUR 0.25 per gross kilogram of Cargo (maximum amount of responsibility). Any container or other transport equipment, together with the conditional contents of Cargo, shall be considered as a single package or unit.

9.2. **If Cargo is not stored in ROT territory** (i.e., direct transshipment "Vehicle - Vehicle"):

9.2.1. It is assumed that the amount of Cargo handled (transshipped) by ROT is equal to the amount of Cargo indicated in the accompanying documents of Cargo exported from ROT territory (for example, in the ship's Statement of facts and/or intermediate/final draft survey, railway accompanying documents, etc.);

9.2.2. ROT is not responsible for Cargo losses;

9.2.3. ROT is responsible for maintaining the condition of Cargo during Cargo transshipment. In any case, ROT's responsibility for damaged Cargo is equal to the value of Cargo specified in the invoice, if it does not exceed the market value of Cargo on the day of loss/damage, but not more than EUR 870 per package or unit or EUR 0.25 per gross kilogram of Cargo (maximum amount of responsibility). Any container or other transport equipment, together with the conditional contents of Cargo, shall be considered as a single package or unit.

## **10. CUSTOMER'S AND ROT'S LIABILITY**

10.1. The CUSTOMER is responsible for the compliance of the work carried out by the CUSTOMER and/or the persons engaged by the CUSTOMER (including the employees of the CUSTOMER and its engaged persons) in ROT Territory with safety, labor protection, environmental

protection, electrical safety and fire safety regulations, as well as with regulations of JSC "Riga Port" occupational safety instruction "Induction for subcontractor's employees" (published on the website <https://rigaport.lv/en/about-us/documentation/safety-and-security-in-riga-port>), hereinafter - Induction. The CUSTOMER is obliged and the CUSTOMER undertakes:

- 10.1.1. to provide the persons engaged by the CUSTOMER and located in ROT Territory with collective and personal protective equipment, as well as to ensure its use;
- 10.1.2. to ensure that the persons engaged by the CUSTOMER before visiting ROT territory and starting any work in the ROT territory have been introduced to the risk factors of the work environment and Induction, and that the CUSTOMER has carried out appropriate labor protection, fire safety, environmental safety and other briefings for the persons engaged by the CUSTOMER. The CUSTOMER is obliged to ensure that the persons engaged by the CUSTOMER are repeatedly informed and introduced to the Induction at least once a year, and within 3 (three) Working Days after the request of the person responsible for work protection or safety of ROT to submit to ROT evidence of the fulfillment of the obligations mentioned in this paragraph;
- 10.1.3. to ensure that the persons engaged by the CUSTOMER before visiting ROT territory and starting any works in ROT territory are assigned to receive a single induction from the Labor protection department of SIA "Riga Port Management" (phone number +371 29446442).

In case the person responsible for work protection or safety of ROT determines that the person engaged by the CUSTOMER, who performs works in ROT territory/visits ROT territory, does not comply with labor protection, fire safety, Induction or other regulations in force in ROT territory or is not introduced to Induction, the person responsible for work protection or safety of ROT has the right to request explanations from the person concerned and to expel him/her from ROT territory, taking away issued ROT territory person/car pass, as well as suspend the provision of ROT services. ROT is not liable for losses incurred by the CUSTOMER or persons engaged by the CUSTOMER in this case (including, but not limited to, ROT is not responsible for delay/non-performance of ROT services) and for non-performance or improper performance of ROT obligations.

The CUSTOMER shall be liable for the consequences of non-compliance with the obligations specified in this paragraph and undertakes to indemnify ROT and any third party for the losses incurred due to the non-fulfilment of the respective obligations.

- 10.2. ROT is entitled to impose penalty on the CUSTOMER for the violations listed below (for each time):

<b>VIOLATION</b>	<b>Penalty (EUR)</b>
Being or working in ROT territory without a protective helmet, protective shoes, or signal vest (outside Vehicle)	100
Crossing the border of ROT territory in places not intended for it	100
Violation of work safety regulations/Induction	100
Arbitrary demolition of safety railings/fences of dangerous areas	500
If the said violation is committed repeatedly	1500
Violation of instructions of the person responsible for labor protection, fire safety, or safety in ROT territory	500
If the said violation is committed repeatedly	1500
Littering of ROT territory, damage to greenery, violation of environmental protection requirements	300
If the said violation is committed repeatedly	1500
Smoking in ROT territory outside specially designated areas	100

Non-fulfillment or improper fulfillment of the CUSTOMER's obligations specified in Commercial offer, Agreement, its annexes, or General Conditions	250
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- 10.3. The CUSTOMER and/or the CUSTOMER's representatives/employees/engaged persons are prohibited from filming and taking photographs in ROT territory without prior written consent of ROT. If the CUSTOMER wants to film or photograph in ROT territory, ROT and the CUSTOMER must conclude an agreement on the procedure for coordination of filming and photography. In the event of not concluding an agreement, it is prohibited to publish or otherwise distribute photos and videos taken on ROT territory.
- 10.4. ROT is not responsible for:
- 10.4.1. damage and losses of Cargo or Vehicle that have occurred before or after the provision of ROT services in ROT territory;
  - 10.4.2. damage and loss of Cargo or Vehicle, if the CUSTOMER has provided erroneous, inaccurate or incomplete data on the applicable technological schemes;
  - 10.4.3. services provided to the CUSTOMER by third parties independently attracted by the CUSTOMER;
  - 10.4.4. losses that occur due to the CUSTOMER or its related third parties not contacting ROT and/or providing ROT with erroneous data or instructions or not providing data and instructions for the execution of Application in accordance with the needs of the CUSTOMER and/or third parties;
  - 10.4.5. any claims caused by an unforeseen defect of the equipment provided/delivered by the CUSTOMER;
  - 10.4.6. for the CUSTOMER's lost profit/any indirect losses and any liabilities of the CUSTOMER and a third party (contractual or legal).
  - 10.4.7. non-fulfilment/improper fulfilment of ROT's obligations if it is due to non-fulfilment/improper fulfilment of the CUSTOMER's obligations.
- 10.5. The CUSTOMER is responsible for the removal of Cargo from ROT territory by the last day of the validity of Commercial offer/Agreement, but if Commercial offer has not been sent and Agreement has not been concluded – by the deadline specified by ROT, otherwise it is considered that the CUSTOMER has handed over Cargo not removed from ROT territory to ROT for storage on the next day following the last day of the validity of Commercial offer/Agreement or deadline specified by ROT. In such case:
- 10.5.1. ROT is entitled to transport Cargo to another storage location and the CUSTOMER must reimburse ROT the costs related to Cargo transportation. The fee for Cargo transportation is determined in accordance with General ROT tariffs, ROT independently determining and recording the duration of Cargo transportation and the number/type of people and equipment involved;
  - 10.5.2. if Agreement has been concluded or if Agreement has not been concluded but the tariff for Cargo storage was indicated in Commercial offer – the CUSTOMER must pay ROT such fee for the storage of Cargo (for the period from the day following the expiry of Agreement/Commercial offer until the day when Cargo is removed from ROT territory): Cargo storage tariff specified in Agreement/Commercial offer in the triple amount;
  - 10.5.3. if Agreement has not been concluded or if Agreement/Commercial offer does not provide for a storage tariff (including if it is included in another tariff), – the CUSTOMER must pay ROT such fee for the storage of Cargo (for the period from the day following the expiry of Agreement/Commercial offer/the expiry of Cargo storage period specified by ROT until the day when Cargo is removed from ROT territory): 2.50 EUR/m<sup>2</sup>/per month.
- The CUSTOMER must immediately, but not later than within 1 (one) hour from the



moment of sending ROT's notification, arrive in ROT territory to record the storage area and sign the General Form Act. If the CUSTOMER does not arrive in ROT territory within the term specified in this paragraph to record the relevant fact, ROT has the right to unilaterally draw up and sign a General Form Act, which is binding on the CUSTOMER and cannot be disputed.

- 10.6. Claims for which a General Form Act signed by the CUSTOMER and ROT (in the cases specified in General Conditions signed only by ROT) has not been drawn up shall not be recognized as valid.
- 10.7. Payment of any losses, fines or penalties shall not release from fulfilment of obligations.
- 10.8. If the CUSTOMER independently accounts the amount of Cargo incoming in/outgoing from ROT territory and/or independently controls the amount of Cargo balance:
  - 10.8.1. ROT is not responsible for the compliance of the imported and exported Cargo quantity with the quantity indicated in Cargo accompanying documents as well as for the CUSTOMER'S expenses/losses related to the shortage (loss) or surplus of Cargo, regardless of the circumstances in which the shortage or surplus and the respective expenses/losses have occurred, except to the extent that it occurred as a result of the conduct of ROT;
  - 10.8.2. The CUSTOMER is obliged to submit ROT the following reports (in the form of a table) without a separate request from ROT, sending them to ROT e-mail [rwops@rigaport.lv](mailto:rwops@rigaport.lv):
    - 10.8.2.1. every day until 14:00, information on the volume of Cargo that is planned to be imported into and out of ROT territory by trucks in the next day, indicating also truck numbers;
    - 10.8.2.2. every day until 14:00 for the previous day:
      - 10.8.2.2.1. about each wagon: wagon number, number of consignment, date of acceptance, volume of Cargo;
      - 10.8.2.2.2. about each truck: number of truck, number of consignment, date of acceptance/shipment, volume of Cargo;
    - 10.8.2.3. on the next Working Day after Cargo is loaded on the ship: the amount of Cargo loaded on the ship, also submitting accompanying documents of ship's Cargo;
    - 10.8.2.4. prior the unloading of the ship: accompanying documents of ship's Cargo must be submitted.

## 11. FORCE MAJEURE

- 11.1. Parties shall be released from liability for non-performance or improper performance of Agreement if the non-performance or improper performance has arisen as a result of force majeure. "Force majeure" means an event that has occurred after the conclusion of Agreement which could not have been foreseen at the time of the conclusion of Agreement, and the consequences of which cannot be overcome and which did not occur due to the actions of Party or a person under its control and which makes fulfilment of liabilities under Agreement not only cumbersome but also impossible. In the event of Force Majeure, Party referring to it shall immediately notify the other Party in writing of the occurrence of the Force Majeure and within a reasonable time after such notification shall submit to the other Party a Force Majeure Certificate issued by the Latvian Chamber of Commerce and Industry or other competent authority of the country, where the Force Majeure has occurred, which confirms the statement of Party that the non-performance or improper performance of the obligations under Agreement has arisen as a result of Force Majeure.
- 11.2. If force majeure lasts for more than a month, Party has the right to unilaterally terminate Agreement/cooperation, by notifying the other party in writing and fulfilling the obligations

arising during the term of Agreement/cooperation.

## **12.SETTLEMENT OF DISPUTES**

12.1. Disputes and disagreements that may arise as a result of or in connection with the performance of Agreement/cooperation shall be settled by Parties through mutual negotiations. If Parties cannot reach an agreement within 30 (thirty) days from the day the dispute arose, each Party has the right to refer the dispute to the court LR in accordance with the laws and regulations in force in LR. If the CUSTOMER is not a legal entity registered in LR or is a natural person who does not have a declared place of residence LR, ROT is entitled to file a claim against the CUSTOMER in any court of first instance of LR.

## **13.PROCESSING OF PERSONAL DATA**

13.1. Parties have the right to process the personal data obtained from each other only for the purpose of ensuring the fulfilment of their obligations specified in Agreement/General Conditions, observing the requirements for the processing and protection of such data specified in regulatory enactments. Parties agree to transfer the data of natural persons to each other for processing within the General of provisions of Agreement/General Conditions. The representatives of Parties who transfer personal data for processing are responsible for providing a legal basis for the transfer of the personal data. Parties are prohibited from transferring the obtained data of natural persons to third parties, except in cases when Agreement/General Conditions provide otherwise or the regulatory enactments provide for the transfer of such data. If, in accordance with regulatory enactments, a Party is obliged to transfer to third parties the data of natural persons obtained from each other, then, prior to the transfer of such data, the other must be informed, unless the regulatory enactments prohibit it. Parties are obliged to ensure a level of protection of the personal data submitted by each other in accordance with the applicable laws and regulations. Parties shall keep the data of natural persons obtained from each other specified in Agreement/General Conditions, as well as data of natural persons obtained and stored to ensure the fulfilment of obligations under Agreement/General Conditions, no longer than the statutory limitation period. Party is obliged to immediately destroy the personal data obtained from each other as soon as the need to process them to ensure the fulfilment of the obligations under Agreement/General Conditions ceases to exist.

## **14.CONFIDENTIALITY PROVISIONS**

14.1. Parties are obliged not to disclose to third parties in any way the content of Commercial offer/Agreement or other documents related to cooperation/Agreement, as well as technical, commercial or any other information about the other's activities that are not publicly available and have become available to them in the course of fulfilment of liabilities under Agreement/General Conditions, with the exception of the cases provided for in laws and regulations of LR. Parties have an obligation to ensure the non-disclosure of such information by their employees/involved persons and Parties are mutually materially responsible for non-compliance with this confidentiality provision. This provision has no time limit and is not limited by the term of Agreement/Commercial offer. Violation of the confidentiality provisions gives the right to immediately unilaterally terminate Agreement and suspend cooperation and the provision of ROT services by notifying the other in writing. JSC "Riga Port", unified registration No. 40103523241, group companies (subsidiaries, affiliates and parent companies), as well as professional consultants of Parties shall not be considered third parties, provided that the persons who will have access to this information have read the confidentiality provisions and will undertake to comply with the same confidentiality provisions as set out in General Conditions. The fact of concluding Agreement, its number, date of conclusion, term until which Agreement is valid shall not be considered confidential information.

## **15. CUSTOMER DUE DILIGENCE AND TERMINATION OF AGREEMENT**

15.1. The CUSTOMER is obliged to submit a CUSTOMER identification form and other documents necessary for the CUSTOMER's due diligence within the term specified by ROT, which cannot be shorter than 5 (five) days from the receipt of ROT's request. In case the CUSTOMER does not submit the completed CUSTOMER identification form to ROT and the documents necessary for the CUSTOMER's due diligence within the term specified by ROT, ROT has the right (1) to immediately terminate provision of ROT services until the CUSTOMER submits the completed CUSTOMER identification form and the requested information/documents related to CUSTOMER due diligence, or (2) to immediately unilaterally terminate Agreement/cooperation. ROT shall not indemnify the CUSTOMER for any losses incurred in this connection.

15.2. Agreement may be terminated unilaterally before the term (including cooperation, if Agreement has not been concluded), by notifying the other Party at least 30 days in advance.

ROT is entitled to terminate a part of Agreement in accordance with the procedure specified in this paragraph (by terminating the provision of ROT service(s) specified in Agreement) and in this case Parties are bound by the terms of General conditions/Agreement, which refer to the termination of Agreement/cooperation.

15.3. ROT has the right to immediately unilaterally terminate Agreement/cooperation by notifying the CUSTOMER in writing and/or terminate the provision of ROT services (except Cargo storage), without indemnifying the CUSTOMER for any losses:

15.3.1. if ROT becomes aware that the CUSTOMER has not fulfilled its obligations to JSC "Riga Port", unified registration number 40103523241, or its subsidiaries/affiliates, or;

15.3.2. if the CUSTOMER has provided false information, or;

15.3.3. if the CUSTOMER fails to fulfil its obligations stated in Agreement, its annexes or General Conditions, or;

15.3.4. if the CUSTOMER violates the provisions of paragraph 10.3. of General Conditions;

15.3.5. if Sanctions have been imposed against the CUSTOMER or any of its officials (including the procurator), owner, or beneficial owner, or if further cooperation/fulfillment of obligations is impossible without violating the Sanctions. Likewise, ROT is not responsible for non-fulfillment or improper fulfillment of its obligations if the cause of non-fulfillment or improper fulfillment is due to the imposition of Sanctions to Cargo or against the CUSTOMER or any of its officials (including the procurator), owner, or beneficial owner. In case of imposition of Sanctions, ROT's responsibility for maintaining the condition of Cargo is limited to the validity of Agreement/cooperation;

15.3.6. in other cases specified in Agreement, its annexes and General Conditions.

15.4. Termination of Agreement/cooperation does not release Parties from the obligations incurred during the term of Agreement/cooperation.

## **16. OTHER PROVISIONS**

16.1. The CUSTOMER is not entitled to assign claims arising from Agreement, its annexes or General Conditions against ROT to a third party.

16.2. Any Party is obliged to inform the other Party of changes in its details and such changes shall become binding on the day when the notification is deemed to have been received, unless a later date of the change is indicated in the notification.

16.3. Party shall send all notifications (except invoices) to the other Party in writing by personal or courier delivery or by registered mail to the other Party's legal address, but all

notifications, which are signed with a secure electronic signature and contain a time stamp as well as operational information (see paragraph 3.2 of General Conditions) - to the e-mail address specified in Agreement, but if Agreement has not been concluded - to the e-mail address from which Application/its confirmation has been received. The notification shall be deemed to have been received:

16.3.1. on the day on which the notification is delivered to the addressee in person;

16.3.2. on the 5<sup>th</sup> (fifth) day after the day when the notification is handed over to the postal service provider by sending a registered letter to the other Party to its legal address;

16.3.3. on the day of dispatch, if the notification to the e-mail address is sent on a Working Day before 17:00, or on the next Working Day after sending, if the notification to the e-mail address is sent on a Working Day after 17:00 or on a Holiday.

16.4. The titles of the sections of General Conditions are used to make the text easier to read and are not to be used to interpret the paragraphs of General Conditions. The concepts used in General Conditions, Agreement, its annexes and its integral parts expressed in the singular shall be deemed to be expressed in plural and vice versa if it follows from the text and meaning of General Conditions, Agreement, its annexes and its integral parts.

16.5. Unless otherwise provided in Agreement, its annexes and integral parts, all terms and explanations used therein shall have the same meaning as the same terms and explanations used in General Conditions.

16.6. Commercial offer (if Agreement has not been concluded), Agreement and all its annexes, General Conditions, General ROT Tariffs as well as Applications constitute a set of contractual obligations between Parties in connection with the subject matter of Agreement/cooperation and cover the entire agreement of Parties. The documents constituting the contractual obligations shall be interpreted as inseparable and mutually complementary components of the contractual obligations. If there is a conflict among the provisions of Application, Agreement (but if Agreement has not been concluded – Commercial offer), its annexes, General ROT Tariffs and General Conditions, the priority shall be determined as follows (from the highest to lowest) –Commercial offer (if Agreement has not been concluded), Agreement, its annexes, General Conditions, General ROT Tariffs and Applications.