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[www.speed.gdynia.pl](http://www.speed.gdynia.pl)

## **General Terms and Conditions**

### **1. General provisions.**

- 1.1. These General Terms and Conditions [hereinafter: "**GTC**"] shall regulate the sale of services by Speed Sp. z o.o. [hereinafter: "**Speed**"]..
- 1.2. The GTC constitute an integral part of contracts, offers, orders and order confirmations and to that extent shall be binding on Speed and its Client [hereinafter: "**Client**"], unless both contracting parties decide otherwise.
- 1.3. The GTC shall apply to all contracts concluded between Speed and the Client and to all factual and legal actions undertaken by Speed and the Client in order to perform the concluded contracts.
- 1.4. The application of any general terms and conditions (contract templates) of the Client is hereby excluded.
- 1.5. Any changes to the terms of the contract require the express consent of Speed, expressed, under pain of being declared null and void, in documentary form (in writing, by e-mail or by fax). The amendment of the terms and conditions of the contract through messaging services such as Whatsapp, Viber and Telegram and others is hereby excluded.

### **2. Awarding of the contract.**

- 2.1. The contract is concluded by the Client submitting an order to Speed to perform a service by Speed on the basis of Speed's offer or without such an offer, which integral part is the GTC, and then confirming the acceptance of the Client's order by Speed. The possibility of placing a service order to Speed via messaging services such as Whatsapp, Viber and Telegram and others is hereby excluded.
- 2.2. The Client's order shall be deemed accepted if Speed confirms acceptance of the order in documentary form (written, e-mail) or without such confirmation by Speed, if Speed proceeds to execute the order. In any case, Speed has the right to refuse acceptance of the order or postpone its execution date to the next business day.
- 2.3. The conclusion of the contract shall mean acceptance of the GTC by the Client.

### **3. Performance of an order to provide services.**

- 3.1. Speed performs services at the terminal from Monday 7:00 a.m. to Friday 11:00 p.m., and at the office on weekdays from 8:00 a.m. to 4:00 p.m., under SSHEX conditions excluding holidays and non-working days.
- 3.2. The following holidays are agreed upon: January 1 - New Year's Day, January 6 - Epiphany, the first and second days of Easter, May 1 - Labor Day, May 3 - Third May Constitution Day, June 5 - Pentecost, June 16 - Corpus Christi, August 15 - Assumption of the Blessed Virgin Mary, November 1 - All Saints' Day, November 11 - National Independence Day, December 24 - Christmas Eve (from 2:00 pm. 14:00), December 25 and 26 - Christmas Day, December 31 (from

- 14:00) - New Year's Eve. The time from 23:00 on the day preceding the day off work to 7:00 on the day following the day off work is considered as time off work.
- 3.3. Speed's services on days and hours other than those specified in Cl. 3.1. above, require prior arrangements and confirmation in an order accepted by Speed.
  - 3.4. In the event that a notice of a vessel is submitted by 12:00 p.m., Speed shall begin providing services to the vessel on the same day at 3:00 p.m. In the event that a notice of a vessel is submitted between 12:00 p.m. and 4:00 p.m., Speed shall begin providing services to the vessel on the following day at 7:00 a.m. In the event that a notice of a vessel is submitted between 4:00 p.m. and 12:00 a.m. on the following day, Speed shall begin providing services to the vessel at 3:00 p.m. on the following day.
  - 3.5. In the event that Speed commences services earlier than specified Cl. in 3.4 above, the time before the deadline for the commencement of services shall not be included in the vessel's service time.
  - 3.6. The Client or the entity designated by him is obliged to advance means of transport through the Śrutex system, access to which will be granted by Speed after the establishment of cooperation. Advisories must be entered into the Śrutex system no later than 1:00 p.m. on the day preceding the planned substitution of the means of transport. The Client is responsible for the correct and reliable entry of the required data into the Śrutex system.
  - 3.7. Speed shall perform the services within the time specified in the accepted order. Speed guarantees the performance of the services within the agreed time provided that the Client performs all the necessary actions for the proper execution of the order by Speed, in particular, provides the relevant documentation, as well as provided that there are no events beyond Speed's control that prevent the execution of the order within the agreed time.
  - 3.8. The Client shall cooperate fully with Speed in order for Speed to properly perform the services.
  - 3.9. If, in the event of the Client's delay in fulfilling its obligations provided for in Cl. 3.7. - 3.8. above, Speed was unable to provide services despite its readiness, the Client shall pay Speed's rates in the amount established in the order.
  - 3.10. If the delay referred to in Cl. 3.9. above exceeds 2 days, Speed is entitled, but not obliged, to withdraw from the contract. In such case, the Client shall pay Speed the rates for the period of readiness to provide services in the amount established in the order, as well as reimburse Speed for the expenses incurred.
  - 3.11. In any case, Speed is entitled to entrust part or all of its services to subcontractors.
  - 3.12. If, in the course of providing services, the need arises to perform additional work that was not included in the order, Speed shall provide the Client with a list of the additional work necessary to be performed and the compensation due to Speed on this account. The Client's acceptance of the offer to perform additional work implies its consent to the additional compensation. If the Client does not agree to the additional work, which in Speed's opinion is necessary for a proper execution of the order, Speed shall be entitled to withdraw from the contract. The provision of Cl. 3.10. above shall apply accordingly.
  - 3.13. If, in the course of providing services, Speed encounters difficulties not foreseen at the stage of concluding the contract (in particular, defective stowage, specific ship's hold, different types of goods in one hold, condition of goods), Speed shall be entitled to discontinue the provision of services and inform the Client of the difficulties encountered, providing Client with proposed solutions and rates for the provision of services under these new conditions. The continuation

of service provision will take place after the Client accepts the new rates and service provision conditions. In case of the Client's non-acceptance, Cl. 3.12. and 3.10. above shall apply accordingly.

- 3.14. The date of completion of the order is:
  - 3.14.1. for loading and unloading services: the date on the confirmation of completion of work on the vessel;
  - 3.14.2. for import transshipment services: the date on the confirmation of the performance of these activities;
  - 3.14.3. for export transshipment services: the date of completion of loading, included in the confirmation of these operations;
  - 3.14.4. for manipulation services: the date of completion of the manipulation of a batch of goods;
  - 3.14.5. for other transshipment relations, handling, storage: the date of shipment of individual batches of goods;
  - 3.14.6. mooring services, supply of materials, energy - the date of performance of the service or supply.
- 3.15. At any time, the Client may request a change in the subject of the order, which shall be subject to Speed's prior approval under pain of nullity in documentary form (written, e-mail). In such case, in addition to the agreed rates, the Client shall be obliged to pay the compensation increased in accordance with the extended scope of services and to cover any additional costs associated with the change in the subject of the order. In the event of a change in the subject of the order resulting from a decrease in the value of services or no increase in the value of services, the Client is obliged to pay the agreed compensation and cover any additional costs associated with the change in the subject of the order.
- 3.16. The basis for accounting for the quantity of goods handled by Speed is the following:
  - 3.16.1. for export transshipment services: draft survey performed by Speed survey;
  - 3.16.2. for import transshipment services - weight measurement made by Speed on a legalized scale prior to storage of goods. If such weighing is performed, its result will be considered as leading against the draft survey measurement or the value from the B/L.
- 3.17. Client shall specify in the order the name, number of gross weight, capacity and special requirements of the goods, the type and characteristics of their packaging.
- 3.18. The period of storage of goods at Speed's terminals shall not exceed 30 days. For a longer storage period, Speed's prior approval is required. After this period, Speed may carry out an operation on the goods to check their quality - the cost of this operation (in the amount of half of the handling rate) shall be borne by the Client.
- 3.19. Subject to contrary arrangements made on a documentary basis, Speed shall accept vessels for service on a *no despatch / no demurrage* basis.

#### **4. Rates.**

- 4.1. The rate of compensation due to Speed and the date of its payment shall be specified each time in the accepted order or other document accepted by Speed. These rates do not include the cost of materials, fixing and other costs necessary for the proper execution of the order.



- 4.2. The rates agreed upon by the parties apply to cargo in normal commercial condition. In case of service difficulties resulting from a different condition of cargo, Speed is entitled to additional compensation corresponding to the additional costs incurred. These rules apply accordingly to the handling of a vessel with a type of hold in which the hatch dimensions are smaller than the dimensions of the hold.
- 4.3. In settlements, cargo weight shall be rounded up to the nearest 10 kg.
- 4.4. Speed shall be entitled to the compensation specified in the order for its readiness to perform the work, which is the subject of the order, even if the Speed's inability to provide its services was caused by the Client or persons to whom the Client is responsible and who are his subordinates or are related to him.
- 4.5. The amount due shall be payable within 14 days of the date of the invoice.
- 4.6. In the event of a delay in payment, the Client shall pay Speed the maximum interest within the meaning of Article 481 § 2<sup>1</sup> of the Polish Civil Code, calculated until the date of payment of the total debt.
- 4.7. In the event of a delay in payment of compensation, Speed shall be entitled to withhold further orders of the Client until full payment is received. Speed's liability in such case is excluded.
- 4.8. The costs of bank transfers shall be borne by the Client.
- 4.9. In the event that the validity period of the order exceeds 30 days, it is possible to issue invoices for partial payments on terms agreed between the parties.
- 4.10. If the order is of a permanent or continuous nature, after the end of each year, Client and Speed shall meet to negotiate to determine the amount of Speed's compensation applicable in the following year, and if within one month from the start of negotiations the new amount of compensation cannot be determined, the existing rates shall be subject to valorisation according to the index of growth of consumer prices for the previous calendar year published by the President of the Central Statistical Office.
- 4.11. Speed's offer is valid for 14 days. In the case of acceptance of the offer by the Client after this period, the conclusion of the contract may take place only after acceptance of such offer of the Client by Speed.
- 4.12. Any set-off of the Client's receivables with Speed's receivables shall require Speed's prior consent under pain of nullity, in documentary form.

## 5. Liability.

- 5.1. Speed undertakes that the quality of the services performed will be in accordance with applicable regulations and standards.
- 5.2. Speed shall only be liable for the compliance of the services provided with the contract and the mandatory provisions of law. Speed's liability is limited to the value of the services purchased by the Client. The Parties hereby exclude, pursuant to Article 558 § 1 of the Polish Civil Code, Speed's liability under warranty.
- 5.3. Speed's liability shall be limited to the value of the actual damage suffered by the Client, excluding any indirect damages, in particular loss of profits and pure property loss.
- 5.4. Speed's liability is excluded if the damage is caused by the use of documentation provided by the Client. The Client shall be responsible for the accuracy and reliability of the data in the documentation and shall be liable in this respect for incorrect data, in particular regarding the

- weight, type and physical properties of the goods. If Speed finds any irregularities in the data provided by the Client, Speed shall be entitled to correct such data, which shall not release the Client from liability for providing defective data.
- 5.5. In the event that the Client gives a guaranteed volume of transshipment or warehousing in the order, if during the period of performance of the contract or in a given quarter (in the case of contracts exceeding a quarter), the Client orders for handling goods with a smaller weight than declared in the order, it shall be obliged to pay to Speed additional compensation corresponding to the remuneration for transshipment or warehousing of the difference between the quantity of goods declared and the quantity of goods actually handled during the contract or in a given quarter. Settlement of the difference in the tonnage guarantee will be made quarterly in relation to the quantity of guaranteed volume for the quarter in question.
- 5.6. Speed shall not be liable for losses occurring during handling or storage resulting from the physical and chemical properties of the goods (in particular, such as dusting and loss, admission or changes in initial moisture), as well as those resulting from handling technology, unless caused solely by Speed's gross negligence.
- 5.7. Permissible natural losses that may occur during transshipment or storage operations for which Speed is not responsible are set at 0.3% for each of these operations.
- 5.8. Speed's liability for damages caused by Speed shall in each case be limited to the amount of the business liability policy held by Speed.
- 5.9. Speed shall not be liable for:
- 5.9.1. damage or loss caused by force majeure;
  - 5.9.2. damage or loss caused by the untimely arrival of sea or land transport;
  - 5.9.3. damage or loss caused by orders or actions of state or local government authorities or the port management entity;
  - 5.9.4. damage or loss caused by the actions of third parties of a criminal nature, including, in particular, theft and cases of cybercrime;
  - 5.9.5. interruptions due to atmospheric factors preventing or hindering proper and as agreed service performance;
  - 5.9.6. damages and delays resulting from the characteristics of the goods, their condition, in particular the way they are packaged or stowed, or from the usual way of handling or storing the goods in question and moreover from the unusual construction of the cargo hold;
  - 5.9.7. goods that have not been insured by the Client;
  - 5.9.8. damage and delays caused by the failure of the electricity, water and heat networks;
  - 5.9.9. lost benefits, loss of contracts, consequential or indirect losses that may occur on the part of the Client.
- 5.10. The Client shall be responsible for all consequences of any misdeclaration of the weight or characteristics of the goods or the conditions of their transportation and storage. Speed shall be entitled to refuse to execute the accepted order if the Client's declared parameters listed in the preceding sentence prove to be false.

## **6. Withdrawal of the execution of the order.**

- 6.1. In the event that the Client's performance is uncertain due to the Client's financial condition, Speed shall be entitled, at its sole discretion, to withhold performance until the Client has made full or agreed prepayment for Speed's services or has provided Speed with appropriate payment security.
- 6.2. Speed shall be entitled to withdraw from the contract if the Client fails to perform the necessary actions for the proper execution of the order by Speed, in particular, fails to provide appropriate documentation. In the event of withdrawal from the contract, the Client shall reimburse Speed for all costs incurred by Speed for the execution of the order.

## **7. Force Majeure.**

- 7.1. Neither party shall be liable for non-performance or improper performance of its obligations under the contract if such non-performance or improper performance is caused by force majeure.
- 7.2. Force majeure shall be understood as an external event of extraordinary nature, beyond the control of the parties, which cannot be prevented with the use of the utmost diligence, in particular but not exclusively:
  - 7.2.1. decisions of the authorities;
  - 7.2.2. epidemics or pandemics, including the COVID-19 pandemic;
  - 7.2.3. war, including civil war;
  - 7.2.4. riot, acts of sabotage, civil commotion;
  - 7.2.5. natural disasters such as storms, hurricanes, earthquakes, floods.
- 7.3. Each party undertakes, as far as possible, to inform the other party of any events having the characteristics of force majeure that may affect the performance of obligations under the contract so as to enable the other party to take measures to minimize the consequences of such event.
- 7.4. If force majeure causes a party to fail to perform or improperly perform its obligations under the contract then:
  - 7.4.1. that party shall immediately notify the other party in writing at the address indicated as the party's registered address of the occurrence of such an event, and shall furthermore inform the other party of the relevant facts affecting the course of such an event, in particular the anticipated date of its termination and the anticipated date of the resumption of performance of the obligations under the contract and the termination of such an event, if possible providing documentation in this respect;
  - 7.4.2. the parties shall agree on how to deal with the event;
  - 7.4.3. that party shall commence remediation of the event without delay;
  - 7.4.4. each party shall exercise the utmost diligence for the proper performance of its obligations under the contract and shall promptly fulfil its obligations under the contract once the causes of the event and/or its consequences have been remedied.
- 7.5. If a delay in performance continues for more than three months, the other party may terminate the contract with immediate effect.

## **8. Miscellaneous.**

- 8.1. The Client agrees to indemnify and hold Speed harmless from and against all claims, liabilities, costs, expenses and penalties of third parties, including authorities, relating to any damage and/or loss, including property, environmental, personal injury and/or death, howsoever arising out of or in connection with the performance of the contract and the obligations undertaken by the Client thereunder. In the event that a third party makes claims or liabilities, or imposes liabilities or penalties on Speed by a competent authority, arising out of the performance of the contract, the Client shall indemnify Speed from all liability in connection therewith and agrees to immediately reimburse Speed for all costs and expenses incurred by it in connection therewith.
- 8.2. The Client undertakes to take all possible measures to protect the environment from pollution and assumes full responsibility in this regard, undertaking to indemnify Speed from this liability.
- 8.3. In the case of handling and storage of waste within the meaning of the Act of 14<sup>th</sup> December 2012 on Waste [hereinafter: "**Act**"], including in particular scrap metal, the Client, as the owner of goods that are waste within the meaning of the Act, shall be obligated to conduct waste management (in particular, collection, storage and processing of waste) in accordance with the provisions of the Act, for which it shall be liable under the contract and the provisions of the Act. The Client agrees to indemnify and hold Speed harmless against all claims, liabilities, costs, expenses and penalties of third parties, including authorities, related to any damage and/or loss, including property, environmental, personal injury and/or death, regardless of how they arise out of or in connection with the performance of the contract and the obligations undertaken by Speed thereunder. In the event that a third party makes claims or liabilities or imposes liabilities or penalties on Speed by a competent authority arising out of Speed's performance of the contract, the Client shall indemnify Speed against all liability in connection therewith and agrees to reimburse Speed promptly for all costs and expenses incurred by Speed in connection therewith. The obligation referred to in the preceding sentence shall apply in particular to the administrative fines provided for in the Act. In the event that such penalties are imposed on Speed, the Client undertakes to reimburse Speed for the equivalent of the penalty imposed on Speed within 7 days of the Client's notification of the imposition of such penalty on Speed. In order to secure Speed's claims referred to above, the Client creates a lien on the goods and authorize Speed to: (1) sell, on terms and conditions selected by Speed, the goods to secure Speed's costs that have not been duly paid in accordance with the contract; (2) collect the price from the sale of the pledged goods; and (3) deduct from the price from the sale of the pledged goods the amounts due to Speed under the contract, including, but not limited to, claims for overdue interest and reimbursement of expenses incurred by Speed in connection with the pledged goods. The Client irrevocably waives the right to revoke the above-mentioned power of attorney and in the case of a Client that is an individual, the power of attorney shall not expire upon the death of the Client, and agrees that Speed may be the other party to the legal action. Any surplus arising from the sale or other disposition of the goods, after deduction of all amounts due to Speed, shall be transferred to the Client
- 8.4. Speed shall have a general lien on any goods (and related documents) in Speed's possession as security for all existing and future indebtedness and obligations of the Client to Speed. This lien shall be in addition to any other rights and remedies Speed may have under other contracts or applicable law and shall continue in effect even after delivery or delivery of any item. Speed

shall have the right to withhold delivery or release of any item if Client fails to timely pay Speed's compensation due in connection with any service provided to Client. By entering into a contract with Speed, the Client authorizes Speed to: (1) sell, on terms and conditions selected by Speed in its sole discretion, the pledged goods to secure Speed's expenses that have not been duly paid in accordance with the contract; (2) collect the price from the sale of the pledged goods; and (3) deduct from the price from the sale of the pledged goods the amounts due to Speed under the contract, including, but not limited to, claims for overdue interest and reimbursement of expenses incurred by Speed in connection with the pledged goods. The Client irrevocably waives the right to revoke the aforementioned power of attorney, and in the case of a Client that is an individual, the power of attorney shall not expire upon the death of the Client. In addition, the Client irrevocably agrees that Speed may be the other party to the legal action. Any surplus arising from the sale or other disposition of the goods, after deduction of all amounts due to Speed, shall be transferred to the Client.

## **9. Confidentiality.**

- 9.1. Each party undertakes to keep strictly confidential all confidential information and facts of which it becomes aware in connection with the conclusion and performance of the contract. This obligation also applies to documents, materials and any other information carriers. Confidential information is any information not disclosed to the public, irrespective of its legal, economic, organisational or any other nature, concerning the party and entities related to it by capital, contract or organisation. Confidential information also includes data and information concerning current, former and future employees, collaborators, suppliers and contractors of the parties. Confidential information includes, in particular, the business confidentiality referred to in Article 11 Cl. 4 of the Act of 16 April 1993 on Combating Unfair Competition.
- 9.2. The information referred to in clause 11.1 above may be disclosed only with the prior consent of the other party expressed in writing under pain of invalidity. The obligation of confidentiality shall also apply for 3 years after the termination of the contract.
- 9.3. It shall not be a breach of confidentiality obligations to disclose information under mandatory provisions of law or a decision or order of a state authority or institution binding on one of the parties.

## **10. Contact.**

- 10.1. Contact persons, as well as the means of contact (address, e-mail, etc.) are provided by the Parties in the contract, i.e. the Client provides them in the order, and Speed in the order confirmation.
- 10.2. The other party shall be informed of any change in the contact information of the contact persons. Otherwise, any information provided to the last known address or last known contact person will be considered successfully delivered.

## **11. Final provisions.**





- 11.1. The GTC shall apply exclusively in contracts between Speed and Clients who are entrepreneurs within the meaning of the Polish Civil Code.
- 11.2. In the event that any provision of the GTC was contrary to the provisions of law, the remaining provisions of the GTC shall remain binding.
- 11.3. Any changes to the order shall be made in accordance with the specifications established by the parties in the order (in the Client's order and in Speed's order confirmation).
- 11.4. All contracts concluded between Speed and the Client shall be governed by Polish law. In matters not regulated in the GTC and contract between Speed and the Client, the relevant provisions of Polish law shall apply.
- 11.5. Any disputes arising between Speed and the Client shall be resolved by a common court of competent jurisdiction for the registered office of Speed.
- 11.6. The Polish version of the GTC is the binding version.
- 11.7. The current version of the GTC is always available at: <http://www.speed.gdynia.pl/>.