



**REGULATIONS AND TARIFFS**  
**FOR LOADING/UNLOADING - HANDLING – STORING**  
**OF GARGO**  
**AND**  
**PROVISION OF SERVICES TO PASSENGERS AND VEHICLES**

**This translation in English is unofficial and for reference only. The Greek original supersedes in case of controversy or dispute.**

**2019**

## 1. Table of Contents

### I. SECTION ONE

#### **GENERAL RULES AND REGULATIONS**

- Article 1** - Power and jurisdiction of the PPA SA
- Article 2** - Division/distinction of operations
- Article 3** - Assignment of berth
- Article 4** - Disposal/Provision of personnel and means
- Article 5** - Obligations of vessels
- Article 6** - Performance of work
- Article 7** - Formalities

### II. SECTION TWO

#### **TARIFF PROVISIONS**

- Article 8** - Computing fees
- Article 9** - Distinction of means of transport
- Article 10** - Distinction of cargo (indoor- outdoor)
- Article 11** - Distinction of providing services
- Article 12** - Regular fees analysis
- Article 13** - Parties subject to the payment of dues for the providing services
- Article 14** - Απολογιστικές Χρεώσεις
- Article 15** - Special Charges
- Article 16** - Infringement –Penalties
- Article 17** - Exemption
- Article 18** - Dispute resolution at the new oil berth

### III. SECTION THREE

#### **GENERAL RULES FOR STORING SERVICES**

- Article 19-22** - Method and basis for calculation of the storing fees
- Article 23** - Parties subject and time for the payment of storing fees
- Article 24** - Formalities for good's receiving
- Article 25** - Exemptions - Reductions for storing fees
- Article 26** - Conducting expertise in stored goods

### IV. SECTION FOUR

- Article 27** - Tariffs for supplied services
- Tariff No 1** - Supplied Work for Loading/unloading, handling and storing of general goods
- Tariff No 2** - Supplied Work for Loading/unloading (through silos), handling and storing of bulk cargo
- Tariff No 3** - Supplied Work for Loading/unloading, handling and storing of containers
- Tariff No 4** - Supplied Work for Loading/unloading, handling and storing of wheeled cargo
- Tariff No 5** - Port use by passengers and supplied services to passengers.

**Tariff No 6** - Passing of vehicles (entering coastal lines ships) through quay.

**Special Tariffs**

**No 1:** Fees from work licensed to companies installed in the PPA SA port area.

**No 2:** Fees from the loading/unloading of mailbags licensed to ELTA SA .

**No 3:** Fees for port use by third parties that perform other works/ tasks in the PPA SA port area

**No 4:** Fees for hauling or launching of barges that are carried by LASH ships.

**ANNEX A**

Charges for Agencies

**ANNEX B**

Draft contract for the provision of port services for the use and operation of the terminals handling oil products of the new Oil Berth in the land port zone of OLP SA.

## **2. DEFINITIONS**

**1. On-board works**

The works that take place in the hold or the deck of the ship (unloading, loading, transshipment, shifting).

**2. On-land operations**

The delivery, the receiving and the shifting of goods.

**3. Direct delivery of goods**

The delivery of the goods directly from the ship to the transport means of the receiver, without deposition on the quay.

**4. Direct receiving of goods**

The receiving of the goods for loading on the ship or land transport means, without deposition on the quay.

**5. Shifting**

The shifting of goods on-board or through quay, or from warehouse to warehouse, or from place to place on quay.

**6. Transshipment**

The discharge from ship or land transport means and the loading on ship or another land transport means.

**7. Transit**

The unloading from ship or land transport means of goods coming from abroad and its loading on ship or land transport means to international destination.

**8. Operator of the Oil Berth: PPA SA.**

**9. Users of the Oil Berth:** Existing and / or potential future users of the petroleum product terminal facilities with the existing port infrastructure and superstructure of the New Oil Berth located at the southern tip of Pier III Piraeus Container Terminal.

**10. Co-ordinator:** The User, who uses most pipelines and is designated as the Coordinator of the use and operation of Oil Berth terminal facilities. In any case, PPA reserves the right to designate a new Co-ordinator (irrespective of the number of the pipelines that it uses) at any time, provided that it (PPA) justifiably decides that there is a significant reason for such thing.

## **SECTION ONE GENERAL RULES**

### **ARTICLE 1**

#### **Power and jurisdiction of the PPA SA**

1. All the works of loading-unloading and transport within the port area – as currently defined by applicable law – are exclusively performed by Piraeus Port Authority SA, with its staff and equipment .
2. Loading/unloading works are also possible to be performed by PPA SA outside its jurisdiction's areas, if this concerns military supplies of any kind. The works are provided after request/application.
3. PPA SA may –as an exceptional provision of paragraph 1 of this article-, following Board of Directors decision, to concede to third parties (legal or natural persons) the right to perform works of loading/unloading and transport with their means and staff, for a specific period of time, or for a specific work.
4. To provide incentives to attract cargo, PPA SA may – with the approval of the Board of Directors- enter into specific agreements with interested shipping companies or consortia and alliances of shipping companies, or define specific tariffs for big customers with a certain handling quantity commitment. These contracts can include special privileges and service provision standards and agreed tariffs different from the tariffs in this Regulation
5. More specific terms and conditions of the port services framework (Article 11.1 (a) (vi) and Article 11.2 (l) (g)) and the right of coordinated use of the terminal of the new oil petroleum products terminal in the port zone of PPA SA are defined in detail in Annex B.

### **ARTICLE 2**

#### **Division/Distinction of operations**

The works of loading-unloading and transport, according to this Regulation, are divided into on-board works and on-land operations.

#### **1. On-board works include:**

- a. **The unloading of the cargo** from the hold or the deck of the vessel to the wharf alongside the vessel. For containers and wheeled vehicles the unloading work also includes their transport to their place of deposition on the quay.
- b. **The loading of the cargo** from alongside ship to the hold or the deck of the vessel. The loading work also includes: for containers, their transport from their place of deposition on the quay to the wharf beside the vessel and, for wheeled vehicles, their transport from their place of deposition on the quay to the hold of the vessel.
- c. **Cargo transshipment** from the hold or the deck of the vessel to the hold or the deck of another vessel, directly or through quay.

- d. **Additional works**, which include works/services performed by PPA'S staff and means, not directly related to the cargo's loading/unloading and provided after request. Examples of additional work are: the opening and the closing of hatches, cargo shifting etc.

## 2. **On quay operations include:**

- a. **Cargo delivery**, ie its transport from alongside ship or from land transport means, either directly (direct delivery) to land transport means, or by prior deposition on the quay or in the storage areas of PPA (indirect delivery).

In the case of containers, their movement from deposition place and their loading on land transport means.

In case of cars, when are loaded on trailers, their transport from the storage area to the place for trailer loading or on to trailers.

- b. **The cargo receipt**, ie its movement from land transport means, either directly (direct receiving) to land transport means, or by prior deposition on the quay or in the storing places of PPA (indirect receiving).

In the case of containers, their unloading from land transport means and their transport to the storage area.

- c. **Additional works**, include works with order of the receiver or the shipper which are performed by PPA's staff and means.

Examples of additional work are: the movement from one place to another (shifting from place to place or from warehouse to warehouse, weighing, staffing or emptying of containers, charging car batteries or machinery, supply of electricity to cars, classification etc.

- d. **The storage** of cargo or other things that are deposited or inserted into indoor or outdoor storage areas of PPA SA, or just passing through such places.

## **ARTICLE 3**

### **Assignment of berth**

1. The port access, berthing, mooring or anchoring of vessel, in any port area, is designated by the competent (by law) Service. Movement of the ship from the original position without the permission of the relevant authority or any other arbitrary action is prohibited.

2.1. The priority for the above mentioned, port call, berthing, mooring or anchoring of vessel is determined by the order of arrival and according to the following distinctions of ship type and cargo:

- a. Passenger ships, foreign or domestic, carrying passengers to relevant embarking/disembarking docks.
- b. Cargo ships carrying special cargo such as: containers (loaded or empty, import / export / transit), RO/RO cargo (goods or means of transport, import / export / transit), to the corresponding area for each ship type, according to their order of arrival.

- c. Cargo ships carrying mixed cargo handled through RO/RO system to the general cargo handling docks, according to their order of arrival.
- d. Domestic cargo ships to the general cargo handling docks.

**2.2.** Ships carrying cargoes on behalf of the military authorities or the Greek Government may following an evaluation of the prevailing circumstance by PPA to be preferentially treated over others.

**3.** The priority in the order of arrival, as defined above, does not apply - with the exception of domestic passenger ships- a) to vessels for which a contract has been signed or a commitment has been made by the shipping company or alliance -with the conditions set out in paragraph 6- and which are served at the highest priority and b) to vessels which are served by predetermined date service system (rendez-vous), which are served by scheduled and approved date and work shift.

**4. a.** Cruise ships transferring cruise passengers or transit (passengers), are served at passengers' embarkation and disembarkation quays of PPA Cruise Terminals, according to the annual berth schedule which is submitted from 01/06 to 30/06 of every year for 2 years in advance. This schedule will be published on the PPA website in the 2<sup>nd</sup> week of July of the submission year for 2 years in advance. New applications, changes (cancellations – amendments) are submitted until 31/10 of the year of the initial submission for 2 years in advance. Schedule of these will be published on the PPA website in the 2<sup>nd</sup> week of November of the submission year for 2 years in advance.

According to the submitted schedules, the Labor Operation Department prepares the berthing schedule for 2 years in advance, which will be published on the PPA website.

Inability to service all scheduled ships in the submitted cruise ships program for specific dates, and after having exhausted all the possibilities for changes following consultation with the cruise shipping companies or their representatives, the ships are served in the following order:

**a.1.** Cruise ships using the port of Piraeus for embarkation/disembarkation (HOME PORT), taking into account -for priority among them - in order, the following criteria:

(i). Annual arrivals frequency

(ii). Number of embarking/disembarking passengers

(iii). Technical characteristics of vessels in conjunction with the port facilities

**a.2.** Cruise ships carrying transit passengers visiting the PPA SA on a regular basis, applying the criteria of the previous paragraph for the priority among them.

**b.** The final berthing schedule with the predefined cruise ship positions for the year that the arrival schedules have been submitted, will be published on the PPA S.A website in the 2<sup>nd</sup> week of January of the relevant year.

**c.** New arrival schedules, changes (cancellations – amendments) that will be submitted from 01/11 of the year of the initial submission to 31/12 of the next year for 2 years in advance are examined on a monthly basis and if the berthing schedule permits it, taking into consideration the above mentioned service criteria, they are approved and finalized until 31/12 of the next year of the submission for 2 years in advance

Cruise ship arrivals programs submitted after the deadlines and during the next year, are examined on case by case basis and ships are served, if possible.

**d.** In the event that the schedule is overturned due to force majeure reasons, extreme weather conditions or amendment or cancellation from shipping companies related to an important reason, priority shall be given to the already scheduled for each date ships and the unscheduled ones will follow, according to the above criteria.

e. The submission of the schedules (as well as of the cancellations – amendments) will be done exclusively electronically at the following e-mail address [berth.allocation@olp.gr](mailto:berth.allocation@olp.gr). PPA will send a confirmation e-mail to confirm the receipt of the e-mail within 2 working days.

5. For cellular container ships are served at the premises of the Container Terminal of PPA SA, in the order of their arrival, the number of quay cranes assigned to each ship is set at the sole discretion of the PPA's competent department, taking into account the following:

- Number of cargo movements
- Ship size
- Total demand for use of quay cranes by ships waiting for cargo handling
- Availability of quay cranes and berths
- The commitment of the shipping company to adhere to the requirements of the following paragraphs
- Specific agreements signed by the PPA
- Any other relevant factors.

6. Ships carrying containers that intend to use the PPA as a center of international transshipment hub on a regular basis, have service priority regarding the provision of berth, staff and handling means, over other awaiting ships carrying containers, as long as they meet all of the following conditions:

- Confirm the arrival at least seven days before
- Confirms 24 hours prior to the ship's arrival time for mother ships (capacity ships of 4.000 TEUS or more) and 12 hours for Feeder ships.
- The shipping company has committed to carry out annually a fixed number of transshipment container moves by depositing a bank guarantee or by signing a contract and provided the following:
  - a. Makes more than 150,000 transshipment containers moves, per year. For the calculation of the total number of moves per year, the loading and unloading moves of transshipment containers on the Company's ships are counted but not those of shifting, opening / closing hatches and loading/unloading toolkits.
  - b. Performs within ten (10) consecutive weeks at least one sixth (1/6) of the annual number of transshipment container moves for which the company has committed.
  - c. Performs per week the approach of at least one (1) mother ship and three (3) feeder ships.
  - d. Calls at PPA Container Terminal with its ships, and in each call carry out container moves of which 50% concern transshipment containers.
  - e. Has submitted a letter of guarantee of a creditworthiness bank equal to the difference between the basic tariff of Chapter A, paragraph I.3 and the applicable special tariff of Chapter E, both included in the PPA's Tariff No 3, multiplied by the indicated number of transshipment container moves which the company undertakes to carry out within one year with their ships.

Exceptionally, with justified decision of the PPA 's Board of Directors, it is possible to decrease the amount of security deposit or make an exception from the requirement to deposit a guarantee letter, if a shipping company has demonstrated consistent performance of any kind of financial obligations to the PPA SA and whose solvency is not in doubt.

7. For the signing of the contract or the making of the commitment, provided for in paragraph 6, an application / statement of the company is required denoting that it undertakes to respect the terms of this paragraph and to declare the ships belonging to the company or are chartered by it.



**8.** For ships of companies that meet the above requirements, PPA will make available, immediately or within time not exceeding the duration of one working shift, berth place for a mother ship and berth place for a feeder ship and the corresponding machinery. PPA is entitled to defer the provision of available berth to the feeder ship of the company, until the start of the shift after next, if at the time a mother ship of the company is served. The priority between ships of different companies serviced under the terms and conditions of paragraph 6, for which service is requested in the same shift, is determined according to transshipment moves as a percentage of all the moves to be made and the ship with the largest percentage of transshipment moves taking priority.

**9.** Liner ships with loads of origin or destination abroad, may be served by the rendez-vous system, after a) the submission of a request-declaration of the shipping company, or its legal representatives, for inclusion in the rendez-vous service system and b) its acceptance by the PPA SA.

**10.** Ships carrying merchandise cars have priority over the availability of berth, personnel and means of loading and unloading compared to other car carrier ships expected to arrive if they cumulatively meet the following conditions:

- Their arrival is announced for a specific date and shift at least 7 days before arrival
- The ship's arrival time for all shifts is confirmed 24 hours prior to arrival.
- Pre-ship announcements for the same management company in the previous quarter period have been accurate at least at 75% of the cases.
- If two ships qualify for priority of disposal of means and personnel for the same shift according to the above conditions, the first ship arriving at pilot station will have priority.

**11.** The competent department has the right to change the priority order of ships, if this is imposed by the respective general or specific needs for smooth and efficient operation of the port. This option, in the case of a company or consortium that has signed a contract or has made a commitment, is applied only after a reasoned decision of the CEO of PPA SA.

**12.** For the duration of the contract or commitment referred to in paragraph 6, the provisions of the "Regulations and Tariffs for Loading/Unloading - Handling – Storage of Goods and Provision of Services to Passengers and Vehicles" as applicable at the date of signature of the contract or request / statement of the company. The shipping company is entitled to request to be subject to any subsequent provisions.

**13.** In special cases, for the needs of smooth and efficient operation of the container terminal, it is possible to change the ship's berth place at the same or another pier, by decision of the CEO of the PPA SA, after a reasoned recommendation of the Container Terminal Directorate (SEMPO).

Similarly, instead of changing the ship's berth place, is possible to transfer the containers to be loaded on ship in another container terminal, from another pier, if this proves to be economically advantageous. In these cases the cost (vessel's shift or container transport) is borne by the PPA SA.

**14.** Ships carrying oil products arriving from domestic or overseas will load or discharge in the order of their arrival at the port area of PPA SA (First come, first served). As an exception where there are two or more ships to discharge and one of those is for cargo discharge to a shore

installation where a shortage of inventories is determined then this ship is served in priority. If there are more than one ships for cargo discharge to a shore facility where a shortage of inventories is determined then their service is based on their order of arrival (First Come First Served)

15. The berthing position of each ship at the new Oil Berth will be determined according to their type of cargo by the Coordinator and always in accord among the Users so that all Users can operate seamlessly and a written notification to the Operator will be provided.

## **ARTICLE 4**

### **Staff and resources allocation**

1. The staff and means for carrying out all kinds of -loading/unloading and transport- operations, is available from the competent department of the PPA SA.
2. The priority for staff and resources allocation is provided to vessels by the order of their arrival and according to the following order of preference:
  - a. Passenger ships travelling abroad
  - b. Passenger ships travelling within the country
  - c. Cargo ships travelling abroad
  - d. Cargo ships travelling within the country
3. Cargo ships travelling abroad transporting special loads (bulk, containers, vehicles served by RO/RO system) are preferred over other cargo ships, in compliance with the priority order among them.
4. The competent authority has the right to alter the order of priority in the allocation of staff and resources, if this is imposed by general or specific needs for smooth and efficient port operation.
5. The provisions mentioned in paragraphs 3,5,6,8 and 10 of Article 3 of this Regulation, apply accordingly for the allocation of staff and resources.

## **ARTICLE 5**

### **Ships' Obligations**

Ships that are berthed or stern berthe at port docks are obliged:

1. To perform continuous normal -loading and unloading- work, which is determined by the competent department of the PPA SA.
2. To immediately move away from the docks, after the completion of -loading and unloading- work or if the work is not taking place due to the ship or the cargo.  
Exceptionally, upon request of the interested parties and depending on the circumstances, the competent service of PPA may approve their further stay.

3. To make the movements indicated by the competent department of PPA to serve the port's needs.
4. To take all the appropriate measures for the proper and continuous conduct of work.
5. To ensure the good condition and the smooth operation of their stevedoring machinery.
6. To allocate the necessary and appropriate tools and lighting in the holds and on deck.
7. To take any safety measures necessary to prevent fire, damage and accidents for all employees and staff.
8. a. Cargo ships that are berthed to the commercial quays of the port, are required to perform normal work on Sundays and on public holidays if - at the discretion of the Office of P.P.A. S.A. – this is imposed by the port needs. The number of staff and means allocated on these days is determined by the competent department of PPA SA, in accordance with the operational needs of the port.  
In case that the party concerned does not comply with the above obligation, the vessels are obliged to move out of the port, otherwise they are forced to relocate, without the requirement to set any deadline for the execution of this decision.
- b. If the conditions mentioned in subparagraph (a) are fulfilled, representatives of cargo vessels calling at the port, are required to declare in writing the acceptance of conducting loading and unloading works during the above holidays, which will be submitted at least 48 hours before Sunday or holiday or when the ship arrives, if this takes place within the 48 hours, otherwise the provisions for the ships order of service (referred in this Regulation) will not apply.
9. Ships carrying oil and related products served at the Oil Berth of PPA SA, they will remain berthed for as long as their products are loaded and/or discharged. Upon completion of these operations, if there is another ship arriving at the Berth for a commercial operation, they are obliged to relinquish their position so that each user of the Berth can operate seamlessly.
10. Ships approaching the Oil Berth must apply the Environmental Facility Regulations and the corresponding Price and Charge Price Lists of reception and handling of ship-generated waste and deliver their waste to the port reception facility of PPA SA”
11. All Users in the Oil Berth must strictly abide by the terms of the applicable Environmental Law, the PPA environment facility regulations as applicable, and apply the approved Waste Ship Management Plan of the PPA and comply with any instructions and suggestions of PPA regarding the implementation of the latter.

## **ARTICLE 6**

### **Conduct of work**

#### **1. Duration of work**

The loading/unloading and transport operations are conducted on a 24-hour basis and during all days of the year - workdays or excepted days – except in cases of lack of workers or mechanical means, strikes, adverse weather conditions or events which constitute force majeure.

The operations are performed during three regular 7-hour shifts of continuous work, during all days or excepted days, as follows:

- a. Morning shift from 07.30 until 14.30 hours.
- b. Afternoon shift from 15.00 to 22.00 hours.
- c. Night shift from 22.00 until 05.00 hours.

Additional work after the end of each shift by the same workers is considered as overtime work and those who have applied for it are charged with the extra cost, if this is indicated in the respective tariffs.

## **2. Commercial Port Holiday**

The Commercial Port is not working the following days and shifts:

- In all shifts:
  - May 1st
  - Easter Sunday
  - December 25th
- During the night shift:
  - Good Friday
  - Holy Saturday
  - December 24th
  - December 31st

## **3. Work delays**

A work delay is considered as a late start of the work or an interruption of work during execution due to:

- a. the vessel, because of untimely/late arrival, damage to her mechanical equipment, failure to settle the winch, opening and closing of the holds, shifting of telescopic ducts, shifting etc.
- b. the cargo due to untimely receipt or delivery thereof, customs formalities, free pratique etc.
- c. the PPA SA because of failure of mechanical means and machinery and port facilities, untimely dispatch of workers machinery and supporting vessels at the place of work, etc.
- d. to force majeure, namely to unforeseen events (power failure, earthquake, fire, etc.)
- e. to extreme weather conditions (heat, frost, etc.) by reasoned decision of the competent committee, which will assess the existence or not of the conditions for the characterization of weather conditions as extreme.

## **4. Cancellation of work**

Considered the entirely non-performance of work by cranes or other means or from the planned gang, during the normal working hours of any shift, due to the reasons mentioned in the previous paragraph of this article.

## **5. Excepted days**

Considered the following:

- a. January 1st, Epiphany<sup>1</sup>, Clean Monday, March 25th, Orthodox Good Friday, Orthodox Easter Saturday, Orthodox Easter Monday, May 1st, the Holy Spirit day, August 15, October 28, St. Spyridon day<sup>2</sup>, Christmas, next day of Christmas.

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<sup>1</sup> (6/1)

<sup>2</sup> (12/12)

b. the days prescribed with extraordinary Governmental decisions.

## **ARTICLE 7**

### **Formalities**

In order to carry out any loading and transport operation and for any ship calling at port for any reason, it must be submitted or sent electronically by interested parties to the competent authority of the OLP. the required documents, as indicated below for each case and within the specified time limits:

#### **1. Announcement of arrival of a ship**

For ships from abroad it is required:

a. Deposit or electronic delivery of the arrival announcement, at least 24 hours before arrival, when arriving from a port of the Mediterranean, Red and Black Sea and at least 48 hours when arriving from other ports.

b. Confirmation of their arrival (in writing or electronically) for ships expected before 08.00, until 17.00 of the previous day and for ships expected at 14.00 until 12.00 of the same day.

Untimely confirmation entails the exclusion of the ship from scheduling and the provision of personnel and means, unless the circumstances permit immediate service.

c. Indication of the name of the ship, the shipping company or any other shipping company on whose behalf the ship is operating, shipping agent, day and time of arrival of the ship, and the operations to be performed.

d. Notice -24 hours before the announcement - of the complete ship's data, as well as electronically provision of the schematic plan and section of their hulls (profile), for ships to be served for the first time at the Container Terminal.

Failure to submit or dispatch the above items will result in a change in the ship's service order.

Shipping Companies or Agencies that do not have an electronic data transmission system in the Container Terminal Information System, should inform the competent services of the OLP.

#### **2. Cargo Manifest**

For all ships, irrespective of their origin or destination, it is required:

a. Submission or electronic delivery of an Import or Export Declaration, as required by the competent authority of the OLP, within the following deadlines:

aa. for ships originating from or destined to Mediterranean, Black Sea and Red Sea ports, the Import Declaration within 6 hours of arrival and the Export Declaration within 48 hours of departure.

ab. for ships from or to other ports, the Import Declaration 24 hours in advance of arrival, and the Export Declaration within 48 hours of departure.

- ac. for ships of domestic origin or destination, the Import Declaration within 2 hours of arrival and the Export one within 48 hours of departure.
- ad. for import containers forwarded from other ports and entering the Container Terminal premises for customs clearance only.

In any case, the import declaration shall be lodged prior to the ship's departure.

- b. The Export -Import Declaration must be a true copy of the submission (electronically or by paper form) to the Customs Authorities. In the case of disputes, the electronically deposited Declaration prevails over the printed version.

The import declaration must clearly indicate the following:

- ba. the term by which the cargo (S.P. or F.I.O.) is handled, which can be changed only before the start of the loading / unloading.
- Bb. the goods intended for transshipment, by verse, which may, in the absence of an indication on the manifest, be declared - by supplementary letter - and ex post, provided that their discharge has not yet begun.
- Bc. transit goods by verse with clear indication of how they are transported (by road or transshipment via the waterfront).
- bs. explosives, flammable and other dangerous goods by verse, with their exact technical designation, hazard class (IMO class) and UN distinguishing number. This must also be indicated on the Export Declaration.

### **3. Ship's Stowage Plan**

For cargo ships from abroad it is required:

- Deposit or upload the Stowage Plan electronically at least 12 hours prior to the start of the discharge.

For ships carrying containers, the submission or sending of the Stowage Plan should be done 12 hours before the estimated arrival of the ship.

In addition to the stowage Plan, within the same deadlines, the container discharge List is deposited or sent electronically, in the case of discharge, or the container Load List and the Pre-Plan, in the case of ship loading.

- Especially for ships from Mediterranean, Red or Black Sea ports, it is possible to submit - within the above-mentioned time limit - a detailed table of goods carried by ship by hold.

### **4. Load Declaration for payment of the fee**

a. This declaration shall be made for all ships prior to the start of the loading / unloading operations in order to collect the fee corresponding to the 'on-board work' stage and to properly schedule the loading and unloading operations.

b. The shipowner concerned or the shipping agent representing same is obliged to submit to the competent authority of the OLP the registered Cargo Manifest indicating the type, packaging, quantity and weight of the cargo to be loaded or transhipped or shifted (SHIFTING) and the condition by which this cargo is transported (SP or FIO) in order to determine the party obliged to pay the corresponding fees.

Especially for vessels carrying containers, this statement should state the number, type, status and dimensions of the transshipment to be transhipped, shifting loading and unloading of empty or empty containers.

It is understood that, in addition to the above, the PPA's competent authority may request any other relevant information deemed necessary for the accurate collection of the PPA's dues and charges or for the rational planning of the cargo-handling operations.

Specifically for the planning needs of the port facility of the oil berth, each User will notify the Coordinator in writing, by the 20th day of each month, of the indicative quantities per product to be delivered / received in the following month.

## **6. Request for workers' gangs, cargo handling and work start**

The submission of an application for the provision of work gangs and cargo handling equipment for any loading and unloading operation on board the ship or on the waterfront shall be made within the following deadlines and shall be binding as of its dispatch:

- A) The request for work gangs and cargo handling equipment for work planned for the morning shift of weekdays will be made until 19:00 hours of the previous day. In the event of cancellation of the scheduled shift work, the cancellation deadline will be until 19:00 hours of the previous day and in case of cancellation due to force majeure or weather conditions until 06:00 hour of the same day.
- B) The request for work gangs and cargo handling equipment for work planned for the evening shift of weekdays will be made until 12:00 hours of the same day. In the event of cancellation of the scheduled shift work, the cancellation deadline will be until 12:00 hours of the same day and in case of cancellation due to force majeure or weather conditions until 12:00 hour of the same day.
- C) The request for work gangs and cargo handling equipment for work planned for the night shift of weekdays will be made until 12:00 hours of the same day. In the event of cancellation of the scheduled shift work, the cancellation deadline will be until 17:00 hours of the same day and in case of cancellation due to force majeure or weather conditions until 19:00 hour of the same day.
- D) For work during Sundays or holidays, until 12:00 of Friday or of the working day before the holiday, without the possibility to cancel.
- E) As an exemption, in cases of cancellation or delay of scheduled or non-scheduled work on Sunday or scheduled to run from the second 24hour period and beyond 24 hours, with the submission of the application until 12.00 hrs of Saturday, exempts the shipping company from the relevant charges for cancellations of a work shift, which will not exceed 10% of the number of monthly ship calls.

## **7. Request to perform additional works**

The application is required for the provisions of paragraph 1 (subparagraphs d) and 2 (subparagraph c) of Article 2 of this Regulation and is filed within the time limits set out in paragraph 5 of this Article.

In case of an emergency, the application is filed prior to the start of work.

## **7. Other Documents**

- a. For ships handled at grain SILOS

- Fumigation Certificate
  - Discharge permit of fumigated cargo from the competent port Authority (Decree. 2122/02/2001- GG 101/B/2/02/2001)
- β.** For containers incoming from the Gate of Container Containers or for Car Terminal to be loaded onto a ship, pre-notification of entry of container or wheeled goods that are being transported by inland means of transport.
- The Pre-Announcement is submitted or sent electronically 12 hours prior to the arrival of the ship on which the cargo is to be loaded.
  - Delay of deposit or dispatch may be a reason to exclude the loading but not for entering the port area of PPA SA.



## **PART SECOND**

### **TARIFFS**

#### **ARTICLE 8**

##### **Calculation of Charges**

For the calculation of charges and dues for loading, transport, delivery, storage, etc. account shall be taken of the official documents of each form of cargo carried and of the weight, volume, etc. stated in them. as follows:

#### **1. Documentation**

These are on a case by case:

Goods manifest.

- b. Load orders (bona fide or pre-orders) or delivery orders (enforceable).
- c. Weighing manifest of PPA.
- d. Customs document (Clarification, Community Certificate, Delivery License, T1, etc.).
- e. Labor Force Provision Form (DEDEO).

#### **2. Calculation Units**

These are, on each of the invoices and for each cargo category, the following:

- a. Metric tone (1000 kg), with a minimum weight per tonne (1000kg)
- b. Number of items (staks, containers, wheeled vehicles, etc.).
- c. Number of passengers (landed or embarked)
- d. Number of workers
- e. Hour
- f. Work shift
- g. Day

#### **3. Verification of true weight**

α. Where there is doubt about the accuracy of the declared weight, the following shall be done:

- aa. By weighing.
- ab. By correlating the weight indicated on the Goods Declaration to that entered in the customs documents and in the case of military cargo due to the absence of customs documents - to the military documents.

b. Where the weight exceeds that declared, the fees for loading and unloading are payable - irrespective of any other legal consequence.

If the verification was carried out - by weighing - the fee for weighing, calculated over the entire weighed quantity, is also paid.

#### **4. Charges and dues Calculation method**

- a. It is clarified that the surcharges and discounts provided for in this Regulation are calculated at the basic prices of the invoices. In the case of surcharges and discounts for the same load, the algebraic sum of these (surcharges and discounts, positive or negative) is calculated at the basic tariff rates.
- b. For the application of charges for Transit or transshipment cargoes a prerequisite is the indication as Transit or Transshipment in the import declaration or in a corrigendum to be deposited by no later than the next business day following the completion of the unloading. Characterization of loads as Transit or transshipment is not taken into account for the calculation of fees when it is done with a letter correcting the manifest to be deposited after the above deadline.

### **ARTICLE 9**

#### **Distinction of means of transport**

Port-related means of transport, in terms of pricing, are distinguished as follows:

1. Ships: any self-propelled vessel, carrying passengers or cargo, or both.

Ships are divided into passenger ships and cargo ships:

- Cargo ships are subdivided according to their type into:

- a. Container ships
- b. RoRO (loaded with the Roll-on / Roll-off system)
- c. Conventionally, general cargo transport (dry cargo, bulk cargo, etc.)

- Passenger ships are divided into:

- a. Passenger and Passenger Ferries
- b. Cruise ships

2. Land means: any type of vehicle, whether self-propelled or not, used for the carriage of cargo.

Land means are subdivided into:

- a. rail
- b. road

## **ARTICLE 10**

### **Cargo Distinction between domestic and foreign**

1. **Foreign.** These are:

- a. Of origin or destination abroad.
- b. of domestic origin or destination subject to customs duties.
- c. All types of fishery and by-products thereof caught in open seas by freezer vessels whose refrigeration system is in operation.

2. **Domestic.** These are cargoes of domestic origin or destination.

## **ARTICLE 11**

### **Distinction of Service Provision**

**A. The services provided by PPA SA are divided into the following categories::**

1. General Cargo (Tariff N° 1)
2. Bulk Cargoes (Tariff N° 2)
3. Containers (Tariff N° 3)
4. Merchandise vehicles (Tariff N° 4)
5. Passengers (Tariff N° 5)
6. Transit vehicles through yard inbound for ships with domestic destination (Tariff No 6)

**B. Special Tariffs:** They refer to the charging of specific works conceded by PPA SA and executed by third parties or rights to use the port facilities.

**C. Appendix A´ - Charges of Agents**

**D. Appendix B – Draft contract for the provision of port services for the use and operation of the terminals handling oil products of the new Oil Berth in the land port zone of OLP SA.**

**E. Charges for these services are referenced in the corresponding Service Invoices Invoices included in Part Four of this Regulation.**

## **ARTICLE 12**

### **Analysis of Regular Charges**

The regular charges include:

**1. Works on board the ship**

- a. Remuneration of workers in all cases of tariffs
- b. Supervision and coordination in all cases of tariffs

- c. Use of cranes in Tariff 1 for loading and unloading of general cargo weighing up to 10 tonnes, except for the special case of invoice 1, Section II, Regular Remuneration, subsection c.
- d. Payments of winch operators
- e. The use of forklift trucks in tariff 1 for palletised goods
- f. Use of cranes or mobile cranes in Tariff 3
- g. Use of cargo handling and container handling equipment in Tariff 3
- h. Use of the means of transporting containers in Tariff 3
- i. Use of small forklifts for the transfer of toolkits in Tariff 3
- j. Emergency work on container and merchandise vehicle services
- ja. Weighing of inbound or outbound transport vehicles in / from ships abroad
- ib. Use of loading apparatus in tariffs 1 and 5
- ic. The cost of running and operating the port, calculated as a percentage of works

## **2. Works at yard**

- a. Remuneration of workers in all tariffs
- b. Supervision and coordination in all cases of invoices
- c. Use of loading and unloading machinery (excluding quay cranes and cranes – mobile and electricity powered - and lifting equipment for general cargo over 10 tonnes in weight), transport means, loading and unloading equipment and tools on all tariffs
- d. The cost of running and operating the port, calculated as a percentage of work
- e. Classification of merchandise vehicles with up to two criteria

## **ARTICLE 13**

### **OBLIGATION FOR PAYMENT OF THE PROVIDED SERVICES OF CARGO HANDLING/TRANSPORT/AND ADDITIONAL AND OTHER DUES, TARIFFS AND CHARGES**

The shipowners or ship managers, or the shipping companies or shipping alliances on whose behalf the goods are transported or the shipping agents or shippers and consignees on the request and on whose behalf the operations of loading, transporting, delivering, receiving, storing etc. are requested are responsible to pay the fees provided for in this Regulation as follows:

1. The shipowners or ship managers, or the shipping companies or shipping alliances on whose behalf the goods are transported or the shipping agents that represent same, are responsible in full for the payment of the following charges and/or dues:

#### **a. The regular charges**

- aa. for charges in tariff 1 for consignments of foreign origin or destination to be transported under the term S.P. for shipboard operations
- ab. for charges in tariff 3 and 4 for work on board, irrespective of the transport condition (F.I.O. or S.P.)
- ag. For tariff 5 and 6 regarding the charges for services provided to passengers and vehicle services, which are levied by shipping companies or shipping agents when issuing the ticket and attributed to PPA with the procedure foreseen by the relevant legislation (KOD/PPA SA)

**b. Charges for extraordinary works**

- ba. for charges in tariff 1 for consignments of foreign origin or destination to be transported under the term S.P. for shipboard operations.
- bb. for the cargoes in tariff 1, of domestic origin or destination for works on board the ship.

**c. Charges for delays or cancelations:**

In accordance with the provisions of article 6 and the relevant tariffs of this Regulation, as follows:

- c.a. Due to the ship's fault, for workers and operators of ship and waterfront machinery.
- c.b. Due to force majeure or extreme weather, for workers and machine operators on board (including the crane operator).

The charges of this paragraph shall be borne by the ship and shall be paid by the shipowner or his representative shipping agent.

**2. The shipper or consignee for:**

**a. Regular Charges**

- aa. For the tariffs of 1 and 3 of foreign origin or destination for work on the waterfront and for tariff 1 for ship and waterfront operations, provided that the goods are transported under the term F.I.O.
- ab. For the Container tariff 3 for work on the waterfront. In particular, when empty containers are loaded with a Free State of Account, the shipowner or the shipping agent who represents it or the company to which they belong, each in full, shall be liable for the payment of the fees, and shall receive them from those responsible for their payment.
- ac. For the cargoes of Tariff 1 of domestic origin and destination, for ship and waterfront operations.
- ad. For bulk cargoes Tariff 2, for suction and drainage operations through the Silos.

**b. Extraordinary charges**

- ba. For cargoes in Tariff 1, of foreign origin or destination, transported under the terms F.I.O., for shipboard operations.
- bb. For bulk cargoes in Tariff 2 for suction and Drainage (Delivery) operations.
- bc. For the charges for work on the waterfront/yard
  - Indirect delivery / receipt of cargo from a quay or warehouse to land transport means and vice versa
  - Immediate delivery or receipt of goods from land to inland means of transport.
  - Direct or indirect emptying or staffing of containers.

**c. Charges for delays - cancellations:**

In accordance with the provisions of article 6 and the relevant tariffs of this Regulation, as follows:

- ca. Those that are due to the cargo for all workers and machine operators on board and on the waterfront.
- cb. Especially for domestic products, which are loaded for export, they obligation to pay lies with the shipowner or shipping agent who represents same, who then collects them from the respective shippers.

### **3. Those requesting work**

For the charges for extraordinary work and for the charges for delays and cancellation during cargo handling or due to the cancellation of the additional works (transportation, stripping-staffing of containers etc)

- 4. By exception of paragraphs 1 and 2 of this article**, with regard to works for container carrying military supplies transported with foreign ships under FIO, the obligation of the payment of charges lies with the receiving military authorities.

## **ARTICLE 14**

### **Charges on demand**

1. Charges on demand according to the current regulation are those that are undertaken and are applied based on cost for the provision of the works and are not included in the tariffs.
2. Charges on demand are accrued in the following cases:
  - a. For work performed with workers and staff of OLP SA, on request, on behalf of the interested parties (shipowners, consignees, agencies, travel agencies, etc.).
  - b. For carrying out cargo handling and transport operations outside the port area on behalf of the military authorities.
3. Charges on demand include :
  - All kinds of remuneration of the technical personnel (workers, technicians, chief engineers, supervisors) of OLP. SA, including all charges for the payment of fees, allowances, insurance contributions, etc.
  - The rents of the available loading and unloading equipment (machines, tools, etc.) provided for in the Regulation for the Use and Hire of Engineering Tools and Instruments.

## **ARTICLE 15**

### **SPECIAL CHARGES**

They apply in the case of a special agreement between the General Manager and the customer, approved by the CEO of OLP. SA in the following cases:

- a. Ships and cargoes under general or partial average .
- b. Handling and transport operations carried out under particularly unfavorable conditions, which entail an excessive financial burden on OLP due to the type of cargo and / or the way it travels within the port areas.

## **ARTICLE 16**

### **Infringement - Penalties**

Any failure to comply with the provisions of this Regulation shall result, where appropriate, in the failure to plan any work and any other legal consequence.

## **ARTICLE 17**

### **Charge exemptions**

Landings of machinery or parts of ships intended for repair and reloading as well as the loading of materials for the use of the vessels may be made by the crew or by the workers on the site doing the repairs or the contractor then no loading or unloading fees are paid .

## **ARTICLE 18**

### **Dispute resolution at the new oil berth**

PPA SA, upon written notice from the Coordinator or from any User, will resolve the disputes that arise between the Users, as long as those cannot be resolved by the Coordinator, as well as any disputes between Users and the Coordinator.

## **PART THREE**

### **GENERAL PROVISIONS ON STORAGE SERVICES**

#### **ARTICLE 19**

For all commodities or other things deposited or imported into the covered or open-air storage areas of PPA SA, as well as for those passing through these premises, the recipients or other beneficiaries of them, are obliged to pay, as per type of cargo, storage charges from the first day (including) of their unloading.

#### **ARTICLE 20**

1. After the expiry of 90 days from the unloading of the goods, each consignee or other recipient shall be defrauded in receipt of the goods and, in addition to the other legal consequences of the delay, shall be obliged to pay the storage charges until the goods or other things have been removed or disposed, per storage unit and day.

2. In accordance with the Unclaimed Goods Regulation, goods which have been unclaimed after 90 days from their storage, are either delivered to the highest bidder or received by the original consignee upon deposit of the order, are charged with the corresponding storage charges.

3. Unclaimed goods which - according to the provisions of the Unclaimed Goods Regulation - have been owned by the State, if they cannot be transferred to the Customs Warehouses because of their volume or weight or because of lack of space, they remain in the premises of PPA until they are disposed of by the State, in accordance with the law.

4. The State In case the goods are not received from the warehouses of the Free Zone of PPA, within 180 days of the date of ownership, is obliged to pay the charges for the period after the 180 days and until their receipt.

#### **ARTICLE 21**

For the shifting of goods from a warehouse to another warehouse or an outdoor space, and vice versa, the recipient or other beneficiaries shall receive a fee equal to the anticipated shifting charges, depending on the category of the goods.

#### **ARTICLE 22**

### **WAY AND BASIS OF CALCULATION OF STORAGE CHARGES**

1. Payment of the storage charges shall commence on the day when the goods are unloaded from the ship or on the day the transport means enters the port area of the OLP.



2. Goods received directly (direct unloading) or delivered immediately (indirect loading) are also levied with one-day storage charge.
3. The weight of the goods or other goods shall be taken to be the weight of the goods in kilograms unless the official Customs or other public service documents show that it is greater than or equal to the reference value in the Bill, in which case they are calculated on the higher or lower weight found.

## **ARTICLE 23**

### **OBLIGATION TO PAY – TIME TO PAY STORAGE CHARGES**

1. The storage charges of each category of goods shall be paid to PPA prior to receipt by the consignee or other beneficiary. The goods remain in lien until the full payment of the charges provided for in this or other Regulation of PPA.

By way of exception, the goods received or other supplies for State Services may be delivered "on credit".

2. In case the recipients or other beneficiaries of the goods or other things submit to the OLP. the documents required in each case for customs clearance or transshipment, and then abandon them, without submitting a declaration of abandonment, are obliged to pay to PPA the charges due for loading / unloading, additional work, other charges and storage fees, up to the date of filing of the documents if the goods were to be loaded or up to the date of filing of the order plus 28 days if the goods were to be customs cleared.  
The 28-day period shall be interrupted if the debtor submits - in the meantime - a declaration of abandonment of the goods and pays the corresponding charges up to the date of submission.
3. If submitted to PPA a request from an interested party accompanied by a bill of lading or Agent's Certificate for verification or sampling, etc. of a commodity, and the commodity is then abandoned, without submission of a Declaration of abandonment, PPA is entitled to require for the party filling the documents the payment of the charges corresponding to the goods for loading, handling, storage for 90 days from the date of unloading of the goods during which they cannot be declared unclaimed etc
4. The period of 90 days shall be interrupted if a declaration of abandonment of the goods has been filed and the debts due shall be paid until the date of filing.

## **ARTICLE 24**

1. When depositing the documents required to receive the goods, ie the request for picking, loading, etc. , the consignee is taken to declare on these documents that he accepts the payment of all the charges borne by the goods due to PPA, even in the case of non-receipt, loading, etc.
2. If, due to an incorrect calculation of the anticipated charges, fees are paid less than those due, the debtors are obliged to pay the remaining amount due to the PPA within three days of their invitation from PPA.

## **ARTICLE 25**

### **EXEMPTIONS - DISCOUNTS**

1. No storage charges are paid during the strike days of PPA staff, provided that the goods are received within a reasonable time after the end of the strikes.

The reasonable period of time shall be determined by decision of the Managing Director, taking into account existing circumstances.

2. At the request of the debtor and following a decision of the Board of Directors, PPA may reduce the actual storage time of a certain commodity or other property and consequently the corresponding storage charges, for the period during which its delivery was delayed due to the fault of the services of PPA.
3. By decision of the competent management body of PPA and at its discretion, goods or other supplies received by Public Services, Charities, domestic or foreign, or by other recipients - provided that they are intended for free distribution or for the fulfillment of charitable or social purposes - may be exempted partially or totally from the storage charges.
4. By decision of the Board of Directors of OLP and at its discretion, the storage charges of goods stored in PPA may be reduced if they are intended for humanitarian aid to state or state-owned foreign bodies of interest, provided that there are reasons of substantial public interest of a national or social nature.
5. By decision of the competent authority of the OLP, at the request of the interested party and with the consent of the Legal Service, it is possible to reduce the storage charges due if there are reasons of proven force majeure.
6. Suppliers or transporters of goods (machinery, supplies or supplies) which are or are destined for assets of PPA SA and are deposited or imported into the temporary warehouses of its port Zone shall be fully exempted from the storage charges.

## **ARTICLE 26**

1. In cases where an expert's opinion is made in the warehouses of PPAR from an insurance company for damage evaluation, at the invitation of the principal of the commodity, a representative of PPA, who is always called in writing, must also be present.
2. After the expert's report, the Insurance Company is obliged to report to PPA - expressly and in writing - the amount of compensation ultimately due to the injured recipient of the goods.

## **PART FOUR**

### **ARTICLE 27**

#### **I. SERVICE TARIFFS**

**1. TARIFF No 1**

Cargo handling, transport and storage of general cargo.

**2. TARIFF No 2**

Provision of cargo handling services to bulk cargoes through (SILOS), transportation and storage.

**3. TARIFF No 3**

Cargo handling, transport and storage of containers.

**4. TARIFF No 4**

Cargo handling, transport and storage of merchandise vehicles

**5. TARIFF No 5**

Use of port by passengers and works of luggage handling

**6. TARIFF No 6**

Transit of vehicles through the yard inbound to coastal ships.

**7. SPECIAL TARIFFS**

**No 1:** Charges for works under concession to companies situated within the port zone area of PPA

**No 2:** Charges for the works to mail sacks under concession to Hellenic Post

**No 3:** Charges on third parties undertaking work in the relevant port zone area of PPA

**No 4:** Charges for handling LASH ships

#### **II. ANNEX A' CHARGES OF AGENTS**

#### **ANNEX B**

Draft contract for the provision of port services for the use and operation of the terminals handling oil products of the new Oil Berth in the land port zone of OLP SA.