

DRY-DOCKS' REGULATION AND RATES

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supersedes in case of controversy or dispute.**

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DEFINITIONS OF THE REGULATION

1. **Aft:** Near or towards the stern of a vessel
2. **Awaiting vessel:** Vessel awaiting to enter the dry-dock
3. **Axle tamper:** Temporary closing of the axle hole after its removal
4. **Ballast plates:** Metallic plates used to perform the stability test
5. **Ballast water:** Sea water used to maintain vessel's stability
6. **Baulk / Balk:** wooden piece used as a means of supporting
7. **Block:** Support for the berthing of the vessel in the dry-dock (side or central support)
8. **Boats:** Craft for limited transfer, cargo discharging etc
9. **Bollard:** A short post on a ship/wharf round which ropes are secured
10. **Breakdown Hull Damage:** Hull and other equipment damage
11. **Cancellation:** Cancellation of the scheduled dry-docking
12. **Co-dry-docking:** Simultaneous dry-docking of two or more vessels in the same dry-dock
13. **Compulsory date shifting:** Change of the vessel's dry-docking date to a further date than the initially requested one due to breach of schedule
14. **Davit:** Usually steel structure for restraining the liferafts of the vessel
15. **Days increase:** Increase of the scheduled dry-docking days according to free/available dates, prior to the vessel's entrance to the dry-dock
16. **Days reduction:** Reduction of dry-docking days
17. **Dead Weight:** The difference in a vessel's displacement loaded and light
18. **Dispatch:** Change in the dry-docking dates of the vessel at earlier date than the scheduled one
19. **Dock axle:** An intelligible line with equal distance from both sides of the dry-dock
20. **Docking Engagement - Penalty Clause:** In case the dry-dock is not to be used according to the scheduled plan, the client has the duty to pay the amount of money for all the days that applied
21. **Docks' Cranes:** Lifting machinery used for the transfer of large objects from one place to another. In drydocks, cranes are used for the transfer of heavy loads during ship repairs of a vessel
22. **Dry-Dock arrangement:** The process of placing supports in the dry-dock, in order to enable the dry-docking of the vessel
23. **Dry-Dock inlet:** The aft part of the floating dry-dock where the vessel enters
24. **Dry-docking priority:** The right of the vessel to be dry-docked, by way of the dry-docking schedule for safety and navigation reasons
25. **Dry-Docking restoration:** The process following a dry-docking of a vessel (for which the dry-dock was relatively adjusted) in order for the dry-dock to return to a normal status
26. **Extension/Breach:** Dry-docking of the vessel for further period of time than the scheduled plan
27. **Extra charges:** Optional charges applying for benefits and facilitation of PPA to the vessel
28. **Gangway:** An opening in the bulwark of a ship through which crew/passengers may embark/disembark
29. **Liabile vessel:** A vessel that is responsible for causing delays in the scheduled plan of dry-docking. It is usually responsible for the delayed entry of the next vessel operationally ready for dry-docking
30. **Liners:** Vessel with regular routing and special destination and (approximately) known times departure, arrival and approaching intermediate ports
31. **Minimum Safe Manning Certificate:** Certificate to ensure the safe management of the vessels and to prevent pollution
32. **Outrigger:** Wooden supports for the vessel in the graving docks
33. **Regular charges:** Charges applying to every scheduled vessel for dry-docking
34. **Scaffoldings:** Rough scaffolds for vessel's and workshops' needs
35. **Schedule of dry-docks:** Special schedule per dry-dock, including all vessels for dry-docking that comply with the conditions of this Regulation
36. **Scuppers:** Vessel's gunwale

37. **Shift:** Change in vessel's dry-docking dates at a later than the initially requested date
38. **Ship caissons:** Metal caisson for blocking or deb locking of the graving dock with the sea
39. **Sleepers:** Horizontal beam supporting and spreading a weight
40. **Special charges:** Charges applying for the entry and works of the contractors and the cleaning of the dry-docks
41. **Stability test:** Test to determine vessel's stability (center of gravity)
42. **Subbase:** Special construction used as a supporting base of a vessel during its overlay
43. **Vessel's bow/fore:** The forepart of the vessel
44. **Vessel's longitudinal tilt:** List of the vessel to the side
45. **Vessel's transverse tilt:** List of the vessel to the aft or to bow
46. **Watercraft:** Boats collectively
47. **Weigh:** Hauling up of the vessel's anchor
48. **Winch:** Equipment used to weigh / drop anchors
49. **Wire ropes:** Ropes made of spinning wires

CHAPTER A' – REGULATORY PROVISIONS

ARTICLE 1

Dry-Dock categories – Temporal limit of dry-dock operation

1. In Piraeus Port Authority S.A. the following dry-docks are in operation:
 - a. Graving docks in Vasiliadi Coast – Drapetsona.
 - I. Large Graving Dry-Dock of 140m long and 18,5m internal breadth
 - II. Small Graving Dry-Dock of 85m long and 12,5m internal breadth
 - b. Floating docks in Perama Ship Repair Yard.
 - I. FD Piraeus III of 22.000t lifting capacity, 240m long, 35m internal breadth
 - II. FD Piraeus II of 4.000t lifting capacity, 113 m long, 18m internal breadth
 - III. FD Piraeus I of 15.000t lifting capacity, 202m long, 31m internal breadth
2. The Docks are manned by competent personnel who ensure their safe operation and use the equipment necessary to receive and support the vessels.
3. Repair works performed by contractors on the dry-docked vessels can be performed 24hours a day throughout the year. The 24 hour period begins at 09.00 am and ends at the same time the next day, during which PPA provides all of the mechanical equipment.

ARTICLE 2

Dry-Dock use

1. In the Floating and Graving Dry-Docks of the Piraeus Port Authority S.A., vessels and seaborne craft of any category and nationality can be dry-docked according to the Law, for hull cleaning or painting or their inspection and repair, on condition that the regular rules of the dry-dock function will be followed.
2. Vessels in Floating and Dry-Docks are allocated by the Ship Repair department of PPA, at the request of concerned parties, based on the vessels' technical features and the dry-docks' technical equipment capabilities.
3. The vessel's date of entry and its duration of stay in the dry-docks depend on the availability of the suitable dry-dock, the date of the submission of the request, the special terms and conditions of the present regulation.
4. No request for dry-docking will be examined, in case there are any overdue debts of the vessel or the shipowning company or its agent to PPA

ARTICLE 3

Dry-Dock use conditions – Schedule Planning

1. The parties wishing to use the dry-docks, either ship owners, ship managers or their designated legal representatives, are obliged to supply the Piraeus Port Authority S.A. with the following information:
 - a. Application in three copies (Annex A')
 - b. Declaration of acceptance of obligations (Annex B')
 - c. Technical features of the vessel
 - d. Bill of advance payment of PPA S.A. charges, according to Article 8 as well as the pricing provisions (Chapter B')

In particular:

2. Application in three copies (form in Annex A')
 - a. The application form is provided by the appropriate department of PPA or it can be downloaded from the official website (www.olp.gr).
 - b. The applications for dry-dock disposal can be submitted by the interested parties, stating the preferred date within a six (6)-month period and for a duration of up to ten (10) days. The docking application of less than 4 days and more than 10 days, will be evaluated for approval and relevant quotation by the Ship Repair Department.
 - c. Dry-Dock availability is updated daily in the published 'Dry-Dock Schedule' on the website of PPA SA.
 - d. In the event that the requested dry-dock is reserved for the preferable period, the application cannot be approved.
3. Declaration of acceptance of obligations (specific form in Annex B')

By this declaration, the applicants who apply for the use of the dry-dock, state that they are informed of the relevant provisions in this Regulation and commit themselves to fulfilling the obligations that emanate from it as well as any other condition laid down by PPA or by the legislation in force and that they become entirely responsible for the accuracy of the information written in the application (Annex A').

4. Technical features of the vessel
 - a. The interested parties are obliged to submit together with their application the following technical elements and the approved scaled plans, which should be certified true copies of

the originals and remain in Ship Repair Department files in order to assure both the dry-docks and the vessels that are going to be dry-docked:

- I. Dry-docking Plan.
 - II. Capacity Plan & Dead Weight Scale.
 - III. Stowage Plan, in case the vessel is fully loaded while being in dry-dock.
 - VI. Inventory with a description of the works to be performed during dry-docking.
- b. In the event that the plans cannot be submitted at the application stage, these may be submitted five (5) days before the dry-docking at the latest. Any application, which is submitted within five (5) days before the dry-docking, should in any case be submitted along with the necessary plans.
 - c. Vessels, which have already submitted the above-mentioned plans at a previous dry-docking, are not obliged to resubmit them (this does not apply to the stowage plan), unless five (5) years have passed since their last submission and/or any modification has been performed. Non existence of any modifications is ensured with a statutory declaration of the ship-owner or the company's manager or their designated legal representative.
 - d. In case the Ship Repair Department evaluates that further data need to be examined for the safe drydocking, i.e. Lines Plan or Trim & Stability Booklet, etc., then these should be immediately submitted.
 - e. If, after examining the technical features and the complementary plans and the technical specifications of the vessel, an issue of safe docking is posed for the requested dry-dock, then Ship Repair Department either proposes another suitable dry-dock or docking is cancelled for safety reasons.
 - f. In the event that the plans necessary for vessel's dry-docking are not submitted, then the application is declared non-existent, the scheduled dry-docking is cancelled and the liable party is charged with the costs of the dry-dock's engagement [Article 7 (1), case c' of the present regulation].
 - g. Special dry-docking cases:

- I. Dry-docking of damaged vessel:

In this case, the check may be expanded to any sector deemed necessary, and the presentation of any further items may be requested from the ship-owning company – including the demand for the participation in the dry-docking procedure of a third party which may be a natural or legal entity (naval architect, classification society, state authority and so on) – in order to ensure the safe drydocking of the damaged vessel and the protection of the aquatic environment from pollution.

After auditing the plans and the technical features of the damaged vessel, a Special Audit Sheet is drafted, including but not limited to, the entry condition of the vessel in the dry-dock, the supporting points and any requirements for special arrangement. The sheet is cosigned by the agent of the vessel and the appropriate technical employee of PPA

II. Vessel’s dry-docking with a deviation between the submitted plan and the dry-docking plan:

In the event that the dry-docking plan deviates significantly from the submitted one (for instance in case of extensive damage or special necessary arrangement, for which PPA does not have the necessary supporting equipment) further information, studies and the suitable technical equipment may be required.

III. Entry of vessel without plan submission but with the use of divers:

In the event of utterly inability to submit the requested information according to each case, except for the stowage plan, the vessel’s dry-docking may be permitted, after an inspection of its hull by divers authorized by PPA

IV. If the dry-docking comes under those ‘special cases’, additional requirements non-explicitly mentioned in this regulation may be determined, and their non-fulfillment may constitute reason for rejecting the dry-docking application.

Furthermore, in order to perform the dry-docking, a statutory declaration is required by the vessel’s agent to assume responsibility (divers’ compensation, compensation for any damage to the vessel or the dry-dock and so on), to pay twice the amount charged in the docking and undocking process as well as to accept the extra-special supports that may be required (extra charges).

5. Bill of advance payment of PPA S.A.’s regular charges

The application is accompanied by a bill of advance payment of PPA charges, which is equivalent to the daily rent of the dry-dock for the requested dates, as is stipulated in Article 8 of this regulation.

6. Drawing up the Schedule

a. After the above conditions are met, the application is granted and registered in the special per drydock schedule, which is updated on a daily basis, is distributed to the interested parties and published on PPA’s website.

b. The file (schedule), in electronic or hardcopy format, per dry-dock, is depicted in a 10 column-table, as follows:

- Name of the vessel
- Type of the vessel
- Dates of initial application and changes
- Requested dates

-
-
-
-
-

Scheduled dates
No. of requested days for dry-docking
Dates of breach/extension
No. of days of breach/extension
Date of dry-docking

Comments

- c. After registering the application, the scheduled dry-docking date shall become final, unless a problem at the stage of submitting and examining the vessel's plans arises or there are reasons to qualify for exemption – an automatic change in the schedule – from Articles 4 and 5 and reasons for the permitted changes in Articles 6 and 7.

ARTICLE 4

Exceeding the initially requested dry-docking period – Consequences

1. If during the appropriate authorities' inspection, after the vessel's overlay in the Dry-Dock, it is ascertained that there is a need to perform further works which could not have been foreseen during the requested time, then the time of the vessel's stay in the dry-dock may be exceeded, as follows:
 - a. The masters, ship owners, ship managers or their legal representatives are obliged, in case of presumed excess of the scheduled dry-docking period, to submit an extension application no later than the following working day after the vessel's entry, stating the days required for the completion of the new works.
 - b. On the excess dates the daily rent of the dry-dock is calculated incrementally by 50% for the first and second day and by 100% for the following days.
2. A delayed submission of the extension application and of the relevant advance payment, within the prescribed time limit, is considered overdue and imposes on the liable person the obligation to pay the daily rent, increased by 100% for the first two (2) days beyond the time limit and 200% for the following days.
3. PPA S.A. charges for the extension within the prescribed time limit are paid in advance along with the submission of the extension application, while those of the overdue extensions at least one working day before the vessel's exit from the dry-dock. The level of the advance charges (regular-special-extra) is analyzed in the Invoicing provisions of this regulation (Chapter B', Articles 26 and 30).
4. a. As an exception to the above and since the requested days of extending the vessel's stay in the dry-dock do not affect the dry-docking schedule so as the awaiting vessels are not 'displaced', the above additional surcharges, regarding either on time or overdue extensions are not applicable.

5. The docking application with an estimated extension of stay of less than four (4) days or more than ten (10) days will be evaluated for approval based on the most beneficial economically for PPA and relevant quotation by the Ship Repair Department of PPA S.A.

ARTICLE 5

Entry priority in docks

1. The daily published dry-docking schedule may deviate, apart from the exemptions stated in Article 4 as well as when immediate and without delay dry-docking is imperative either for the vessels' safety or for the passengers' service operations.
2. More specifically, priority is given to the following vessels, in deviation to the sequentially registered dry-docking applications, upon request from the interested parties and approval from the Ship Repair Department of PPA S.A.:
 - a. To any vessel of the Greek Navy.
 - b. To passenger vessels or liners, scheduled for dry-docking and whose dry-docking has been necessarily shifted, provided that they submit their routing certification from the appropriate authority.
 - c. To damaged vessels of any type, that affects their seaworthiness and safety or may result in marine pollution or to passenger vessels if the damage can affect the vessels' operation in any way possible.

Precondition in order to acquire dry-docking priority is the damage certification from the appropriate body or Shipping Register.

- d. To vessels that need to be re-dry-docked, owing to additional works of plugging the axle. The relevant application should be submitted within 10 days from the vessel's exit from the dock.
3. In case more than one vessels submit applications regarding priority entry, then the entry order in the dock is determined by Ship Repair Department.

ARTICLE 6

Change in vessels' dry-docking schedule (compulsory shift)

1.
 - a. In the event that the preconditions provided in Articles 4 and 5 apply, then the docking schedule automatically changes and dry-docking dates of the displaced vessels are sequentially rescheduled, according to Ship Repair Department's schedule.
 - b. If, due to inevitable changes (breach of previous vessel – priority – or even temporary unavailability of the dock), the specified dry-docking date that has been shifted to a later than the requested date, does not serve the interested parties, then they are entitled to request on application either the cancellation of the dry-docking, claiming the return of the deposited advance payments or the shifting of the dry-docking date on a new date the dry-dock is available, or the increase/decrease of the number of the originally requested days.

The application is submitted on the date that the preferred vessel enters the dock or during the created excess period.

- c. The interested parties are considered to have accepted changes in dates of dry-docking if they have not informed PPA in writing at least 10 working days before the originally scheduled dry-dock dates. In this case, Article 7 paragraph 1 cases b' and c' will be in effect.
2. The gaps that occur during the automatic rescheduling due to cancellation or shifting of the docking date of the displaced vessels are covered by the automatic dispatch of the docking period of the remaining displaced vessels sequentially up until the date of their initial application. The automatic dispatch cannot apply for a date prior to the requested one.

ARTICLE 7

Right of changing the docking order

1. Voluntary cancellation – shifting – increase/decrease of dry-docking time

- a. The ship owners or their legal representatives may request with an application the cancellation, and the deferment of the scheduled date or extension of the initially scheduled docking dates, on vacant available dates of the docking schedule, on condition that the written request shall be submitted no later than ten (10) working days before the vessel's docking date.
- b. In case of cancellation within the prescribed time limit, the advanced payment charges are refunded.
- c. In the event of an overdue cancellation application, shifting or reduction in the docking days, the vessel's agent is liable to ensure the dock's commitment – for paying the daily rent for every day that the dock remains vacant and until the total of the requested dates is covered.
- d. An application for voluntary shifting of the scheduled docking date can be submitted up to five (5) times within a six (6)-month period from the initially requested docking date, for the same vessel, for the same docking. After the fifth shift, the docking application is considered invalid, bearing the consequences of the above-mentioned case c' of this Article.
- e. A vessel's priority to dry-docking may be conceded to another vessel, from those listed in the schedule of the dry-docking applications, only once a year, for each of the involved vessels, on condition the docking is of equal duration and applies to the same dock, following concurrent submission of applications by the ship owners or their representatives, wherein the change and the justification shall be explicitly stated and as long as the Ship Repair Department of PPA consents.

2. Dispatch

- a. The emerging gaps during the execution of the vessel's dry-docking Scheduling, owing to the cancellation or deferment of the scheduled docking date or simply owing to available vacant docking dates, can be covered by the next scheduled vessels, on condition they show their interest by submitting a relevant request, in order of request of dispatch.

- b. The dispatch application is submitted upon the publication of the electronic docking schedule on PPA's website which serves as a notification site.
- c. Not applying for dispatch procedures automatically shows lack of interest in a docking date that is earlier than the scheduled one.

ARTICLE 8

Deposit of advance payments

1. The dry-docking charges are paid in advance to PPA S.A. by the liable parties, i.e. shipowners, ship managers or their agents, according to the pricing provisions stipulated in Chapter B', Article 30 of the present regulation. Clearance of the advance payment within twenty (20) days from the date of issuance of the invoice. In case of non-payment of the advance payment, the repayment of the invoice will be made one day from its issuance.
 - a. Along with the application, the first advance payment is deposited and concerns the total of the docks' daily regular rent, for the requested dry-docking period. Failure to deposit the first advance payment entails the non-acceptance of the dry-docking application.
 - b. The second advance payment is deposited at least one day before the vessel's entry into the dry-dock. The advance payment is calculated on the basis of the relevant regular dry-docking and undocking charges, in addition to the amount equal to the total of the daily rent against the extra charges and the special charges that may arise. Non-deposit of the second advance payment entails the vessel's nonentry into the dock.
 - c. In the event that the time of vessel's stay in the dock is exceeded, additional advance payments, as stipulated in Article 4 and detailed in Article 30 of the pricing terms of this Regulation, are deposited.

The deposited advance payments are cleared from the appropriate revenue department of PPA within one (1) month from the vessel's undocking date and any refundable difference is paid to the beneficiaries. Within the same time limit, any additional charges to the liable parties are invoiced.

2. The following vessels are exempt from the liability for advance payment of the regular, special and extra dry-docking charge:
 - a. all vessels under the sole ownership or management of the Greek State.
 - b. warships of any nationality.

ARTICLE 9

Entering the dock – Exit of dry-docked vessels

1. a. The vessel has the right to enter the dock from 09.00 a.m. on the scheduled dry-docking date and exit at any time on the last scheduled date of stay or at the latest at 09.00 a.m. on the next day.

- b. The period of the vessel's stay in the dock starts at the time the dock's arrangements begin in order for the dock to receive the ship. Time of entry into the dock is considered the moment the vessel's bow enters the dock inlet.
- c. The agent of the vessel to be dry-docked should – at the latest until noon of the day prior to the scheduled docking date – receive from the appropriate employee of PPA relevant orders and the exact time that the vessel should be before the dock's inlet and ought to also ensure that:

I. The vessel has the skeleton crew on the Bridge and at the Engine for the maneuvering

on the docking date. This is certified with a copy of the Safe Manning Certificate and a copy of the crew list.

The vessel has winches, relevant machinery, the necessary ropes, wire ropes and other equipment in a state of preparedness for the maneuvering at the entry and exit. In case the vessel to be drydocked does not have the above-mentioned items necessary for maneuvering in a state of preparedness, it is obliged to notify the Dock Department one day prior to the docking date, so that these should be supplied by the PPA

III. The vessel does not have a transverse tilt.

IV. Its longitudinal tilt is the minimum possible: 1% of vessel's overall length.

VI. The boats, davits, ladders and so on do not protrude from the sides of the vessel.

- d. During dry-docking, the Master is obliged to steer the vessel and under his responsibility it should be steered up to the inlet of the dock and per the dock axle.
 - e. From the inlet of the dock and onwards, the authorized PPA employee shall be in charge of the vessel's maneuvering and the Master shall precisely and promptly follow his orders, being liable only for the faulty and different maneuverings from those suggested by the authorized docking employee.
2. The agent of the vessel is liable to report, on the morning of the last scheduled day of the vessel's stay in the dock, the exact undocking time and receive the relevant instructions from the dockmaster of Ship Repair Department for the vessel's exit.
- a. Time of exit from the dock is considered the moment that the vessel's bow exits the dock outlet, while undocking time is when all the supports that may have been placed at the dock for the vessel's reception, are removed.
 - b. If the vessel exits the dock earlier than the last scheduled dry-docking date, for the days that the dock was originally scheduled to be engaged but was not actually utilized, the liable party will bear the consequences of this engagement, as stipulated in Article 7, paragraph 1, case c' of the present regulation.
 - c. Any vessel exiting on the last scheduled dry-docking day, without making use of the 24-hour period, is not entitled to any reduction of PPA S.A. charges.

3. During the vessels' entry into and exit from the docks, there is an absolute prohibition against the movement of the propeller, when their aft side is within the Dock.
4. The vessel's entry into and exit from the floating docks is performed by the electric winches of the dock, while regarding the graving dry-docks, vessels enter and exit by their own means.
5. The exact time of entry – exit and docking – undocking of the vessels is confirmed in the provided 'Docking Log', which is cosigned by the Master or other agent of the dry-docked vessel.
6. The vessel's stay in the dock and the delays in docking and undocking due to hindrances or liability of vessels, are regulated in Articles 10, 11, 12 and 13 of this regulation.

ARTICLE 10

Hindrances to a vessel's entry into and exit from the dry-dock

1. In the event that the vessel's docking process (the term includes the entry and the arrangement works) is hindered due to 'force majeure' (fire, power cut, adverse weather conditions such as stormy sea conditions, hail-storm, snow and so on) or due to reasons of the dock station (strike of the workforce of PPA, simultaneous docking of two or more vessels in the adjacent docks, damage to the dock or the machinery), then the awaiting for dry-docking vessel is granted the invoicing discounts as well as the rights provided in Article 12 (2b) and in the pricing provisions of Chapter B' of the present regulation.
2.
 - a. The vessel, which is ready for undocking at a specified time (exit and rehabilitation works) and whose exit may be hindered for any of the above-mentioned reasons, is not charged for the period during which its exit was prevented.
 - b. If the hindrance is restored until 13.00 p.m. on the declared undocking date, then the vessel oughts to exit the dock.
 - c. In the event that the hindrance lasts later than 13.00 p.m. then the vessel awaiting for its undocking is entitled to request in writing the cancellation of exit on this day and exit on the next until 09.00' a.m., exempted from reimbursing the daily rent, even if the prevention is restored within the day. If, however, the vessel wishes to exit upon the termination of the hindrance, then the agent of the vessel is exempted from the obligation of reimbursing the rent for the specific day and is obliged to pay only the amount of the required overtime of the dry-docking's team.
3. In all the aforementioned cases of hindrances to the entry-exit of a vessel owing to force majeure, besides the above-mentioned rights, the vessel is not entitled to make any other claim against the Piraeus Port Authorities.
4. Delays due to difficulties in unmooring, shortage of tugboats, inability of navigation, maneuvering and other works, crew's strikes and so on that concern the relationship between the vessel and third parties are not considered force majeure, therefore any delay in a vessel's entry or exit from the dock due to the above-mentioned reasons is chargeable to the vessel.

5. In the event that the vessel to be dry-docked is ready to enter the dock and on the same day – priority of entry is given to a vessel that is entitled to it, the dry-docking of the originally scheduled vessel is postponed until the entitled vessel has exited the dock, without the former vessel having the right to claim compensation or discount for this reason, applying the clauses of article 6 of the present regulation.

ARTICLE 11

Delays of vessels' entrance into the dry-docks – Non-entrance of vessel

1. If the vessel, due to its own fault or due to the extremely time-consuming arrangement of the dry-dock for its safe reception, enters the dry-dock late and its dry-docking works last

until after 14:30' p.m., then it will bear apart from the regular daily rent - the charges of the overtime work of the dry-docking team.

2. a. If the vessel, due to its own fault (late arrival, wrongful or inaccurate declaration of its own or its cargo's dimensions, existence of a transversal list, shortage of the necessary crew, failure of depositing the amount of the second advance payment and so on) has not started the entry procedure into the dry-dock by 13:00' p.m. on the scheduled day, it is entitled – with its written request – to suspend the dry-docking and request to enter the very next day, obliged to pay the whole daily rent, for the engagement of the dry-dock. In this case it is not entitled to remain in the dry-dock for an extra day, without this constituting a breach, therefore the vessel is obliged to deposit the pricing surcharges of article 4 of the present regulation.
 - b. In the event that the vessel does not enter for dry-docking on the scheduled day without notifying PPA – in writing – regarding cancellation or shift or reduction in the dry-docking days, PPA is able - after the lapse of 24 hrs - to offer the dry-dock to another vessel. The representative of the vessel which did not proceed for the dry-docking is obliged, as a penalty clause, to pay the whole daily rent owing to the breach of the schedule for each day that the scheduled dry-docking did not take place, regardless of whether those dates are covered by another vessel.
3. When the dry-docking is hindered due to the delay of the undocking of the previous vessel, the appropriate discounts and rights are granted to the held-up vessel, whilst a vessel that delays to undock due to its own fault is subject to the pricing charges of the below-mentioned article.

ARTICLE 12

Delay in the undocking of a vessel – Rights of awaiting vessel

1. Delay in the undocking of a vessel due to its own fault

- a. The vessel is considered responsible for a delay, if its undocking has not ended by 09.00' a.m. of the day after the declared and scheduled last day of dry-docking, and is subject to surcharges. The time it takes for the restoration works of the dry-dock to be carried out will also be added to the undocking time.

- b. If the liable, as mentioned above, vessel is undocked with delay, then it is surcharged for the duration of its delay, according to the time delay, as follows:

For the undocking time that falls under the following periods:

- 9.01' a.m. - 11.00' a.m.: a charge of 50% of the (regular) daily rent.
 - 11.01' a.m. - 13.00' p.m.: a charge of the whole regular daily rent.
 - 13.01' p.m. – 17.00' p.m.: a charge of the whole regular daily rent of that day, plus a 100% surcharge, if there is an awaiting vessel, or 50% if the schedule is not being breached.
 - 17.01' p.m. - 09.00' a.m. of the next day: a charge of the whole regular daily rent of that day, plus a 200% surcharge, if there is an awaiting vessel, or 100% if the schedule is not being breached.
- c. Delay in exiting beyond 24 hrs, without the submission of a request – even a request for an overdue extension – is charged with a daily rent surcharged by 200% for every day that it remains in the dock, regardless of the time of the vessel's exit and whether the schedule is being breached or not.
- d. If the undocking of the liable vessel is carried out after 15.00' then – apart from the above-mentioned surcharges – it is also obliged to pay the overtime of the dry-docking team, for the period that its exit and the restoration of the dry-dock last.

2. Rights of the awaiting vessel

- a. To the vessel awaiting dry-docking, due to the delay of the exit of the previous vessel, discounts are provided on the daily rent and rights for the duration of its awaiting and delay of entering the drydock, as follows:

Start of dry-docking during the following periods:

- 09.01' a.m. - 11.00' a.m.: a 25% discount on the (regular) daily rent.
- 11.01' a.m. - 13.00' p.m.: a 50% discount on the (regular) daily rent.
- After 13.01' p.m.: a 75% discount on the daily (regular) rent.

It is clarified that the discount concerns the rent of the day of entrance only.

- b. If by 13.00' p.m. the previous liable vessel has not completed its undocking, the awaiting vessel is entitled to request the suspension of the dry-docking for that day, and the transfer of its entrance to the very next day without any financial surcharge.
- c. If the awaiting vessel chooses to be dry-docked after 13.01' p.m., it is obliged to pay the required overtime of the dry-docking team (which starts after 15.00') and until the completion of its drydocking.

- d. The awaiting vessel is not entitled to further discounts or any other claims for its entrance delay, apart from the above-mentioned, as they are analyzed in the pricing provisions of article 24 paragraph 2 of chapter B’.
3. The above-mentioned exemptions and rights of the awaiting dry-docking vessel are also valid in cases of hindrances in entering the dry-dock, which are regulated in article 10.

ARTICLE 13

Co-dry-docking of vessels

1. a. The simultaneous dry-docking of two or more vessels in the same dry-dock can be allowed, on the basis of the technical & labor capabilities of the dry-dock.
- b. For the concurrent entry or exit of ships in the same drydock it is required that all interested parties submit an application at the same time.
- c. In the event of co-dry-docking of two or more vessels, the one that completes its works first is obliged to wait for the completion of the other’s or others’ works, for their simultaneous undocking.
- d. In the above-mentioned case, the awaiting vessel – from the time it is ready to be undocked – is exempted from its waiting time in excess of the time agreed in the dry-dock and the anticipated surcharges, are paid in whole, without any discount, by the vessel responsible for the delay of the undocking vessel (pricing provisions, article 24, in chapter B’ of the present regulation).

ARTICLE 14

Obligations – Responsibility of dry-docked vessels – Vessel’s stay in dry-dock

1. a. The vessels coming into floating dry-docks are obliged to be tugged, by at least two tugboats, up to the inlet of the dry-dock on entering and from its outlet on exiting.
 - b. The vessels exiting the graving docks are obliged to be removed from the outlet of the docks with the use of tugboats.
 - c. For the hiring of pilots during the vessels’ entry into and exit from the dry-docks, the regulations regarding navigation of the Piraeus Central Port Authority are applied.
2. For the exact compliance with the agreement between the Navigational Service and the representatives of the vessel, PPA has no liability, but only affirms the exact time of entry-exit of the vessel into / out from the dry-dock.
3. a. The pumping of the water into the dry-dock as well as the support of the vessel inside it, are carried out by the staff of the dry-docks.
 - b. The outriggers that are necessary for the support of the vessel, are provided by PPA, and their hauling up is carried out by the vessel’s crew and under their responsibility.

- c. All equipment, the scaffolds, ship repairing residues and so on that exist or produced by the private teams of workers inside the dry-docks, and not provided by PPA , their dismantling and removal from the interior of the dry-dock must be carried out by the vessel's crew or the private teams of workers under the vessel's responsibility before undocking.
4. For any additional jobs regarding the arrangement of the dry-dock, which are deemed necessary for the smooth dry-docking of the vessel and as long as this is deemed technically feasible, an application from the vessel's representative and the payment of the extra fees that are set out in the Pricing provisions are required.
5. During the vessel's stay in the dry-dock, its Master is liable for maintaining order among the crew, for any misconduct, as well as for any wear or damage to the dry-docks equipment caused by them.
6. The personnel of the private teams of workers and the crew of the dry-docked vessels, come under the provisions of the Piraeus Port Regulations and are obliged to provide any requested assistance to the responsible person in charge of the dry-docks of PPA, and to act under his instructions.
7. During its stay in the dry-dock the vessel undergoes repairs to its hull below water line and other ship repair works with private teams of workers selected by the vessel's representative who owes to PPA the payment of the special charge for the use of the dry-dock. This charge includes PPA's fee for the entry and use of the dry-dock by contractors and the fee for the cleaning of waste from the dry-dock that results from the repair works.
8. With the expiration of the requested scheduled time of the vessel's stay in the dry-dock, as it was declared in the initial or subsequent requests for extension, no other work on the vessel's hull below water line is allowed and the vessel is obliged to be removed from the dry-dock. For this purpose, PPA requests the intervention of the Port Police for the immediate termination of the works on the vessel and its removal from the dry-dock.
9. A vessel is wholly liable for any damage caused to the dry-dock when it enters the dry-dock under conditions of damage or of irregular loading or under any other conditions that are contrary to the provisions of the present Regulation.

ARTICLE 15

Third Party Obligations - Liabilities

1. Shipowners, representatives, managers and all parties involved in the vessel's repair (contractors – private teams of workers) in the dry-dock ought to take all necessary measures so that:
 - All conditions of the national, European and international environmental legislation in force as well as the Environmental Regulation of PPA are upheld.

- It is ensured that the waste produced during the repairs on the vessel is properly managed, in cooperation with relevant licensed agencies, so that any type of waste is not accumulated in the work areas and in PPA areas in general.
- It is assured that no form of pollution of the terrestrial or marine area is incurred and that the appropriate mechanisms for the tackling and restriction of pollution are provided.
- The air emissions in the atmosphere are free from paint droplets and volatile organic compounds (VOC), airborne particles, dust, odors and toxic substances.
- The maintenance of the marginal limits of noise and vibration levels is ensured.

Ship-owners, representatives, managers and all parties involved in the vessel's repair (contractors – private teams of workers) in the dry-dock, in the event of a breach of any of the above-mentioned obligations, as well as of any others that arise from the provisions of the related PPA's "Regulations", the provisions of the current environmental legislation and the Environmental Regulation of the Port's Operation, take on the obligation – as the vessel's representatives – to reimburse PPA, its personnel and any third party, for any material damage or injuries or any other damage that may occur to the abovementioned, inside or outside of the port area, as well as to pay any administrative fine that may be imposed on PPA due to the aforementioned reason. In case of non-compliance of the above persons with the current Regulations or response plans of the OLP, including but not limited to "Regulation for the organization and operation of the Ship Generated Waste Reception facilities", "Regulation for the organization and operation of the Liquid Ship Generated Waste Reception Facilities and Cargo Residues", "Issue of Fees and Charges for the provision of Ship Generated Waste Reception Facilities", "Issue of fees and Charges for the provision of Liquid Ship generated Waste Reception Facilities", "Ship generated waste management plan", and without prejudice to the rights of PPA, the advance payment of Article 30 shall be withheld as a minimum compensation

3. In the event of the pollution of the dry-dock with mineral oils or petroleum or any other impurities, the aforesaid liable parties must proceed immediately to its complete cleaning, otherwise they are obliged to pay the expenses made by PPA for the cleaning.
4. Contractors of any kind, private teams of workers that take on the execution of repair works or the cleaning and anti-fouling of the vessels that enter the dry-docks of PPA, must also:
 - a. Abide to all the labour and social insurance legislation with regard to their personnel during the execution of the above mentioned works for which PPA bears no responsibility, and also abide to all health and safety rules, which are set out in the present provisions of the existing legislation, for the avoidance of accidents.
 - b. Take all necessary safety measures for the avoidance of fire or damage that may result from their works.
 - c. Return – after the completion of their works – all the materials and tools that might have been provided by the Dry-Dock Department, and in the event of their damage or destruction, they are obliged to replace them or pay their value, as that is estimated by the appointed Committee according to article 17, paragraph 2 of the present Regulation.

ARTICLE 16

PPA's Liability

1. PPA S.A. has absolutely no liability for compensation due to any kind of damage that might occur to a loaded vessel that is being dry-docked or to a vessel that is being dry-docked under provisions that are contrary to those of the present regulation.
2. The P.P.A S.A. has absolutely no liability for delays that might occur to the vessel in the dry-dock, due to its transversal or longitudinal list.
3. a. PPA S.A. has absolutely no liability for compensation to interested parties, for any delay in the entry or exit of the vessel into and from the dry-docks, due to serious malfunctions of the ship caissons or to the mechanical installations of the dry-docks or for other reasons that concern PPA S.A. .

b. In this case PPA S.A. proceeds with the following facilitations:

c. If the vessel did not enter the dry-dock and the relevant hindrance is expected to last for more than 24 hrs, then it can request to be dry-docked on another available day or in another available dry-dock, that is able to accommodate it, or to cancel the dry-docking, having the whole amount of the advance refunded.

In case there are delays in the entry-exit of the vessel, due to hindrances owing to PPA S.A. that last less than 24 hrs, the rights that are provided above in article 10 paragraphs 2 and 3 are rendered.

4. PPA S.A. has absolutely no liability and no discount is granted, if the performed works on the hull below water line of the dry-docked vessel are interrupted for reasons not due to its fault, but due to reasons related to the vessel's condition or its agreements and relations with third parties or to random factors (e.g. work stoppages – crew's or private teams of workers' strikes, shortage of repair materials, power cut by the PPC, extreme weather conditions and so on).
5. If the vessel is inside the dry-dock and a malfunction occurs to the latter, which demonstrably prevents the ship's repair work, the daily rent is discontinued for as many days or parts of a day that the malfunction-hindrance lasts, as this is set out in the Pricing provisions of Chapter B' of the current regulation (article 24, paragraph 2).

ARTICLE 17

Liability due to damage to the dry-docks

1. The vessel is liable for every damage that is caused to the dry-docks or to material or to a piece of equipment (subbases, sleepers, balks, ropes, wire ropes) and to the facilities and the equipment of the dry-docks and ship caissons in general, due to the fault of the persons working for the vessel, or to that of the employees of the contractors of the private teams of workers during its entrance, stay or departure, or due to the deterioration of the "cable" provided by the vessel, or due to the inefficiency of its crew.

2. The aforementioned damages are evaluated by an authorized committee, that is assembled by the decision of the Chief Executive Officer of PPA and comprises of a naval architect, the head of the docks and the representative of the vessel, in order to decide by compiling a relevant record, on the level of the expenditure needed to repair the damage, which is charged to the liable party and is chargeable to the vessel.
3. In the event of a fire on the dry-docked vessel, PPA S.A has no liability, but provides every possible assistance and every means that it has at its disposal, for its extinguishing. The vessel is liable for any positive or consequential loss that will be caused to the dry-dock or to PPA in general due to this.

ARTICLE 18

Prohibitory Provisions

1. a. Vessels that carry ammunition, explosives, gases, acids, inflammable material in general or dangerous material are prohibited from entering the dry-docks.
- b. Tankers and bulk carriers are prohibited from entering the dry-docks, if they do not produce a Certificate of Exemption from Noxious Gases Type II (GAS FREE certificate for permit to entry). Tankers of all types – gas carriers – oil tankers and liquified gas carriers are obliged, at least one day prior to their dry-docking, to produce a GAS FREE certificate for permit to entry to PPA, otherwise, apart from their prohibition from entering the dry-dock, the relevant advance for the charges of the daily rent is forfeited, as an engagement of the dry-dock, to the amount as it is defined in article 7 paragraph 1 case c' of the present regulation.
- c. The loading, unloading or shifting of the cargo or of heavy objects is prohibited, as long as the vessel is in dry-dock, as well as any other work capable of causing the redistribution of the load or fuel or drinking water or ballast, to avoid unpleasant consequences during the filling of the dry-dock and the exit of the vessel.
- d. The use of the passengers' boarding-embarkation gangways is prohibited, prior to the final overlay of the vessel and the support of its sides.
- e. The mooring of water craft in the area in front of the caissons of the graving dock is prohibited.
- f. The disposal of any kind of petroleum products inside the docks and of any objects or impurities, liquid or not is prohibited. The scuppers of the vessel should be properly secured, during the cleaning process of the vessel's bottom.
- g. The use of the lavatories, WCs or laundries of the vessel is prohibited, for the whole duration of the vessel's stay in the dock.
- h. The deposition on the quay and on the adjacent to the docks open spaces, of any object, piece of equipment or other moveable object, belonging to the vessel that has been dry-docked, is being

drydocked or is awaiting to be dry-docked is allowed only after a written permission is given from the person in charge of the dock and for a period not exceeding 5 days.

After the expiration of the above-mentioned five-day deadline, the subject pieces of equipment or other moveable objects, are considered abandoned and can be sold off according to the provisions regarding the sale of PPA's waste materials, notifying the interested parties and the responsible Custom Authority in writing.

- i. The cleaning of the vessel's bottom by sandblasting inside the dock is prohibited.

ARTICLE 19

Cases of entry of loaded vessels into the docks

1. Every vessel is obliged to enter the docks (Floating or Graving) without any cargo and with the minimum fuel weight, drinking water and ballast.
2. The cargo carried by the vessel, during its dry-docking, is responsibly declared by the vessel's Master with the attachment of the Stowage Plan.
3. In the event of vessels' inability to enter the dry-docks in an unloaded condition, the following restrictions are in force per dock.

a. Dry-Docks:

- I. If the vessel, during its entry into one of the two dry-docks, is loaded with cargo (counting in the fuel, the drinking water and the ballast) up to 15% of its Dead Weight, while the load distribution is in such a way so that it does not put weight on the shoring elements (subbases) violating their limits of strength, then the vessel is dry-docked without any further charges.
- II. If the vessel cannot proceed with the above-mentioned indicated load redistribution, it is drydocked after being appropriately shored, if this is deemed feasible.
- III. If the cargo being transported ranges between 15-30% of the vessel's Dead Weight, and the load distribution is appropriate according to the above, the vessel can be dry-docked, after being appropriately shored, and is characterized as a special case of dry-docking.
- IV. In a very exceptional and "special" case, the vessel can be dry-docked even with a load, which exceeds the maximum limit (30%), if that is technically feasible (special shoring) and the shipowning company undertakes, in writing, the liability of any positive or consequential damage that may arise during the dry-docking.

In the above III and IV situations which are characterized as "special", apart from the extra charges for the special shoring, the charges of Docking-Undocking should be paid in double.

b. Floating Docks:

The dry-docking of a loaded vessel in each of the floating docks is permitted, if from the reduction of the vessel's displacement per subbase during dry-docking, the loading of the subbases is done in such a way, so that it can be within the maximum allowed limit. In these cases, the vessel pays the equivalent compensation that is in force for the floating docks.

ARTICLE 20

Dry-Dock Engagement – Advance Payment Forfeiture

1. Wherever in the present regulation it is defined that the vessel engages the dock or is required to pay a penalty, then it is charged with the regular (simple) daily rent as provided for in the present regulation. As far as the engagement of the dock is concerned, the special and extra charges or the docking - undocking charges are waived, but they are imposed only if the vessel is dry-docked.
2. Wherever in the present regulation the forfeiture of an advance payment is provided for, the forfeiture concerns the regular charge of the daily rent only and no other charge, regular, special or extra.

ARTICLE 21

PPA S.A.'s charges on the dry-docking vessels

In the Pricing provisions (Chapter B' of the present regulation) PPA's regular, extra and special charges, their method of calculation and payment are analyzed, according to the rules determined by the present regulation.

CHAPTER B' – PRICING PROVISIONS

ARTICLE 22

Meaning of Regular-Extra-Special Charges

1. Regular charges are the ones that burden every dry-docked vessel or floating craft, and include:
 - I. The Daily Rent for the Use of the Dry-Dock.
 - II. The charge for the docking-undocking procedure of the vessel.
2. Extra charges are the ones that burden the dry-docked vessel or floating craft and are related to the services and facilities provided by PPA to the vessel.
3. Special charges are the ones that burden every dry-docking vessel and are related to the entry and work of the contractors and to the cleaning of the docks.

ARTICLE 23

Regular dry-docking charges

1. Regular daily dry-dock rent (regular rent per day)

- a. This charge concerns the stay of the vessel in the dock. The daily rent is calculated per 24 hrs of use or engagement of the dock, which begins at 9.00' a.m. and ends at 9.00' a.m. of the next day.
- b. The charge starts from 9.00' a.m. of the first scheduled dry-docking day and is concluded on the day of the undocking. The rent is defined according to the type and size of the dock, as follows:
 - Floating Dock Piraeus I: **€ 3,675.00**
 - Floating Dock Piraeus III : **€4,500.00**
 - Large Graving Dock: **€ 1,950.00**
 - Floating Dock Piraeus II: **€ 1,850.00**
 - Small Graving Dock: **€ 800.00**

The above-mentioned daily rent is surcharged in the foreseen events the time stay is exceeded and is used as a basis for the calculation of charges in case of unjustifiable delays in the exit of the vessel from the dock and as a basis for the granting of discounts, as is referred in the below mentioned articles 23, 24 and 25 of the Pricing provisions.

2. Charges for the docking – undocking procedures:

They are imposed on every type of vessel during its docking and undocking, depending on the dock and the duration of the provided service, as follows: For docking and undocking on weekdays:

- Floating Dock Piraeus III: **€ 1.200.00**
- Floating Dock Piraeus I and Large Graving Dock: **€ 1.000.00**
- Floating Dock Piraeus II and Small Graving Dry-Dock: **€ 800.00**

For docking or undocking on Saturday, Sunday or holidays: **€ 3,600.00** for all docks regardless of their size. The charges of docking – undocking are doubled in case of special docking conditions, which are specifically described in Article 3, paragraph 4 case g and 19 paragraph 3 of the present regulation.

ARTICLE 24

Discounts on the daily rent

PPA

1. Delay in vessel's entry (not due to vessel's fault):

The vessel awaiting to be dry-docked is eligible for discount, when the dry-docking is hampered due to delay of exit from the dock of the previous vessel, or due to hindrances, according to the terms and conditions of articles 10 and 12 of the present regulation, as follows:

Start of dry-docking:

- From 9.00' a.m. to 11.00' a.m. (up to 2 hours delay): a 25% discount on the daily rent of the day of entry of the vessel.
- From 11.00' a.m. to 13.00' p.m. (from 2 to 4 hours delay): a 50% discount on the daily rent of the day of entry of the vessel.
- From 13.00' p.m.: (over 4 hours delay): a 75% discount on the daily rent of the day of entry of the vessel.

Hindrances to vessel's works owed to PPA S.A.:

The above-mentioned discounts also apply in the event the repair works on a dry-docking vessel are prevented due to PPA S.A.'s culpability and the requirements of article 16 paragraph 5 of the present regulation are met. These discounts are rendered according to the duration of the delay, regardless of the time it started.

ARTICLE 25 **Surcharge for vessel's exit delay**

1. The delayed undocking of the vessel is burdened with the surcharges of the daily rent as it is set out in article 12 paragraph 1 of the present regulation, depending on the time delay, which are analyzed as follows:

Undocking:

- From 9.00' a.m. to 11.00' a.m. (up to 2 hours delay): a surcharge of 50% of the daily (regular) rent.
- From 11.00' a.m. to 13.00' p.m. (from 2 to 4 hours delay): a surcharge of the whole regular daily rent.
- From 13.00' p.m. to 17.00' p.m. (from 4 to 8 hours delay): a surcharge of the whole regular daily rent, plus a 100% surcharge, if there is an awaiting vessel, or 50% if the schedule is not being breached.
- From 17.00' p.m. to 9.00' a.m. of the next day (from 8 till 24 hours delay): a charge of the whole regular daily rent of that day, plus a 200% surcharge, if there is an awaiting vessel, or 100% if the schedule is not being breached.
- A delay of over 24 hours: a surcharge of the whole regular daily rent surcharged by 200% for every day the vessel stays, regardless of the time of exit.

ARTICLE 26

Daily rent with surcharges

In cases of extension of the initially requested dry-docking time, the daily regular dry-docking rent is surcharged as stipulated in article 4 of the present regulation. The surcharged daily rent is modulated as follows:

1. Extension within the prescribed time limit:

- 1st and 2nd day in excess: a 50% surcharge on the regular daily rent.
- For any day that follows: a 100% surcharge on the regular daily rent.

2. Overdue extension:

- 1st and 2nd day in excess: a 100% surcharge on the regular daily rent.
- For any day that follows: a 200% surcharge on the regular daily rent.

3. There are no surcharges on the daily rent when the schedule is not breached.

4. In the event of a combination of a breach and a non-breach of the schedule, the surcharges are calculated for the time period a scheduled vessel is “displaced” the charging continues with the whole surcharge.

ARTICLE 27

Special Charges

1. These are paid, firstly, for the entry and utilization of the docks by private teams of workers selected by the ship owner and, secondly, for the cleaning of the docks from waste, resulting from the repair works on the vessel, as provided for in article 14 paragraph 7 of the present regulation.
2. The special dry-dock utilization charges are calculated overall at 35% of the dock’s daily rent for every day that the vessel stays in it and are paid by the person liable for PPA S.A.’s charges for the vessel.
3. There is no right to a discount in the event of hindrance to the private teams of workers or inability to work on the hull below water line for any reason that is not due to PPA’s fault.
4. The above-mentioned charges are calculated on the configured, depending on the case, daily rent (regular, discounted or charged due to delay in exit).
5. Exemption is granted in case of engagement of the dry-dock and in the event that a non-payment of daily rent is provided by the present regulation.

ARTICLE 28

Extra charges

The extra charges are imposed for the following provisions by PPA towards the dry-docked vessel after the request of its representative or in the opinion of the relevant Department for the safety of the dry-docking, as follows:

1. Water Supply:

- a. The charge for the supply of seawater for the needs of the dry-docked vessel amounts to **€ 7.50** per hour. The time is indivisible.
- b. The charge per cubic meter (m³) for the supply of drinking water, as long as this is feasible, is set out in the Tariff of the Vessels' Water Supply.

2. Electricity Supply:

The charge, for the supply of electricity for the lighting of the vessel or the movement of its machinery or for other works, amounts to **€ 0.60** per kilowatt-hour (kwh).

The charge of the fixed fee is applied in accordance with the Tariff of PPA for the usage and rental rights of mechanic equipment and cargo handling tools.

3. Crane Utilization:

For the utilization of a crane at any time (weekdays, holidays and after normal working hours), the charge amounts to **€ 80.00** per hour, at a minimum charge of 4 hours per shift.

4. Special arrangement

- a. The charge for the central and lateral support of the vessel amounts to **€ 200.00** per block.
- b. If a construction for the support of a vessel, which exceeds 1,5 meters in height, is required then an extra charge of **€ 200.00** per block is paid, for all the docks.
- c. The charge for the removal of the subbases for the execution of the works on the hulls below water line of the vessels, amounts to **€ 220.00** for each subbase.
- d. The charge for the removal of side blocks of floating docks for the facilitation of the docking and of the works on the hulls below water line of the vessels, amounts to **€ 300.00** for each side block.
- e. The charge for the disposal of a team of divers amounts to **€ 400.00** per hour. The divers are used for the safe dry-docking in the evaluation of the dockmaster.

- f. Connection – disconnection of seawater supply hose amounts to € 100.00 per time
- g. Connection – disconnection of electricity cables € 100.00 per time
- h. Fire watchman € 300.00 per day
- i. Ladder € 150.00 per ladder

ARTICLE 29

Overtime work of the dry-docks personnel and work during exceptive days

1. The working hours of PPA’s dry-docks technical personnel are from 07.00’ a.m. to 15.00’ p.m. .

Any activity of the dry-docking team before or after the regular working hours is charged as overtime as follows:

- Monday – Friday:15.00’ p.m. - 23.00’ p.m.: **€ 1,000.00 per hour**
- Monday – Friday:23.00’ p.m. - 07.00’ a.m.: **€ 1,500.00 per hour**
- Saturday:15.00’ p.m. - 24.00’ p.m.: **€ 2,000.00 per hour**
- Sunday - Holidays:00.01’ a.m. - 07.00’ a.m.: **€ 2,200.00 per hour**
- Sunday - Holidays:15.00’ p.m. - 24.00 p.m.: **€ 2,200.00 per hour**

2. Overtime work of a member of the dry-docking team after the request of the interested party for the execution of any additional work, during the vessel’s stay in the dry-dock, as follows: Monday – Friday: 15.00’ p.m.

– 22.00’ p.m.: **€ 50.00 per hour**

- Monday – Friday: 22.00’ p.m. - 07.00’ a.m.: **€ 75.00 per hour** Saturday
- Sunday – Holidays: charge **€ 230.00 per shift**

3. If with the above-mentioned overtime work more than one vessels are served in the dry-docks, the charge will burden each vessel, according to the personnel that was occupied in it.

4. The holidays of PPA’s personnel, apart from Sundays, are set out as follows:

- 1st of January
- 6th of January (of the Epiphany Day)
- Shrove Monday (first day of Lent)
- 25th of March
- Good Friday
- Easter Monday
- 1st of May

- Holy Spirit Day
- 15th of August
- 28th of October
- 12th of December (St. Spyridona's Day)
- 25th of December (Christmas)
- 26th of December (Boxing Day)

Any other day that will be characterized as a public holiday

ARTICLE 30 **Prepaid charges**

1. Prior to the docking, PPA's charges are paid in advance, by the liable party that is declared on the application, as stipulated in article 8 of the regulation and are broken down as follows:
 - a. Along with the dry-docking application the regular PPA's charge is deposited, which consists of the daily dry-docking rent multiplied by the requested dry-docking days

(Advance A').
 - b. At least one day prior to the vessel's entry into the dry-dock, Advance B' is deposited, which includes the following:
 - I. The regular charges of docking – undocking (per move) of the above-mentioned article 23 paragraph 2.
 - II. The extra and special charges of an amount equal to the overall daily rent. In detail:

The extra charges of the above-mentioned article 28 that are likely to occur during the days of the vessel's stay in the dry-dock, correspond to an amount equal to 65% of the overall daily rent. The special charges of the above-mentioned article 27 correspond to an amount equal to 35% of the overall daily rent.
2. In the event that the vessel's stay in the dry-dock exceeds the time limit, the following charges have to be deposited by the liable party, together with the filed application:
 - I. The daily rent, plus surcharges according to the number of exceeded days, as set out in articles 4 and 26 of the present regulation.
 - II. The deposit of the regular and special charges amounts, equal to the sum total of the rent of the extra days of the vessel's stay in the dry-dock.

3. In any case the advances for extra and special remunerations are calculated on the basis of the simple daily rent and on its total depending on the requested days.
4. The deposited, against extra charges advances, are cleared within a month from the date of the vessel's undocking.

ARTICLE 31

Liabe parties for the Payment of Dry-docking Charges

1. Liabe for the payment to PPA of all the charges provided for by this regulation, that burden and follow the craft, are the ship owners, the ship managers or their representatives, the shipping agent they had at the time of the creation of the claim or the person acting as legal representative of the craft, each jointly and severally liabe.
2. At the time of the submission of the dry-docking application the person liabe for payment should be declared, against whom the relevant invoices are issued, without lessening the liability of the abovementioned natural or legal persons, in the event of breach of the financial obligations of the vessel.

Annex A
DRY-DOCKING APPLICATION
TO: PIRAEUS PORT AUTHORITY S.A.
Customer Service Division – Dry-docking Department

APPLICANT'S INFORMATION

Company: _____
Name: _____
Street: _____ No. _____
Telephone: _____ Fax: _____

Headquarters: _____
T.I.N: _____ Tax Office: _____
Town: _____ Zip Code: _____
e-mail: _____

Acting as _____ after having read PPA S.A.'s Regulation and Docks' Rates which I unconditionally accept, **I request that the suitable**

_____ **dry-dock is made available to me** for the dry-docking of the vessel _____ **on the dates** _____, number of days _____ and I declare the following details:

SHIPOWNER'S DETAILS

Company: _____
Name: _____
Street: _____ No. _____
Telephone: _____ Fax: _____

Headquarters: _____
T.I.N: _____ Tax Office: _____
Town: _____ Zip Code: _____
e-mail: _____

DETAILS OF THE SHIP-OWNING COMPANY'S REPRESENTATIVE OR MANAGER IN GREECE

Name: _____
Street: _____ No. _____
Telephone: _____ Fax: _____

T.I.N: _____ Tax Office: _____
Town: _____ Zip Code: _____
e-mail: _____

DETAILS OF THE VESSEL TO BE DRY-DOCKED

Name: _____ ex: _____ Type: _____

Port & Registry No.: _____ IMO: _____ Flag: _____
Overall Length (precise figures): _____ Overall Breadth (precise figures): _____

Gross Tonnage (register ton): _____ Height from the keel up to the main deck: _____

Unloaded Bow Draft: _____ Unloaded aft Draft: _____

Estimated average draft during docking : _____ Dead Weight: _____

Provision of continuous power supply (110/220 D.C.): _____

Master's name: _____

Actual displacement on the day of docking tons: _____

SUBMISSION OF THE REQUIRED BY THE REGULATION VESSEL'S PLANS:

[Public]
A) No plans are being submitted owing to the fact that the vessel has been dry-docked in the same dock within the last 5 years, that is on _____ and under my responsibility I declare that the vessel has not undergone any kind of modification.

B) I submit the following plans according to the Regulation:

Docking Plan _____

Capacity Plan Dead Weight Scale _____

Stowage Plan provided that the vessel is carrying cargo during the dry-docking _____

I reserve the right to submit any further clarification plan / item requested regarding the vessel's condition for the sake of safe docking.

DRY-DOCKING PURPOSE – WORKS

De rusting
Plating Works

Hydro blasting / Painting Survey

Underwater Cleaning Shaft

Other works _____

THE APPLICANT

(stamp – signature)

Annex B
PIRAEUS PORT AUTHORITY S.A.
SHIP REPAIR DEPARTMENT

DECLARATION OF OBLIGATIONS ACCEPTANCE

(DOCUMENT ATTACHED TO THE DRY-DOCKING APPLICATION)

1. The application is submitted in three (3) copies.
2. It is declared that the vessel's representatives have read the present regulation and are committed to abiding by the liabilities arising from it, as well as any other precondition set by PPA or that is required by the existing legislation and that they are held absolutely liable for the accuracy of the details written in the application (Appendix A').
3. At the latest one (1) day prior to the dry-docking, the Master is obliged to communicate with the person in charge of the dry-dock, in order to receive instructions for the dry-docking. He is also obliged to fill in and sign a special document, regarding the condition of the vessel, which will be provided to him from the person in charge of the dry-dock. This document constitutes a supplementary document to the application and is kept in the vessel's file.
4. Tankers of any kind are obliged to produce, both to the dry-docking department as well as to the dry-dock, the Gas Free certificate for permit to entry at the latest one (1) day prior to the date of the docking.
5. In the event that supplementary plans or technical characteristics of the vessel are required, these have to be immediately submitted, in order for them to be examined for the sake of safe docking.
6. The applicant can be kept informed daily from PPA S.A.'s web page (www.olp.gr) regarding the availability, as well as any changes that might occur in the docking schedule.

[Public]

7. The Regulation and Dock Rates and the dry-docks' schedule have been received in photocopies for our information.

8. For the payment of the remuneration of PPA S.A., all of the mentioned on the application shipowners, managers, representatives etc., are liable jointly, indivisibly and severally, whilst the relevant Invoices and the Advance payments of the present dry-docking will be issued against

(Greek representative with headquarters in Greece).

Piraeus,.....20.....

THE APPLICANT

---- To be filled in by the Office of PPA S.A. ----

Debts owed to PPA by a vessel belonging to natural or legal entities listed in the application:

Yes _____

No _____

Settlement _____

The following registration fees for docking T.E.E./N. _____ have been deposited in euros.

- 1. Bill for collection10/ _____ / _____ / € _____ - Advance a'
- 2. Bill for collection10/ _____ / _____ / € _____ - Advance b'
- 3. Bill for collection10/ _____ / _____ / € _____ - _____
- 4. Bill for collection10/ _____ / _____ / € _____ - _____
- 5. Bill for collection10/ _____ / _____ / € _____ - _____

NOTES _____

PRICELIST OF PPA S.A.'s DRY-DOCKING FEES

DOCKS	LENGTH IN METERS	BREADTH IN METERS
FD PIRAEUS III	240	35
FD PIRAEUS II	113	18,0
FD PIRAEUS I	202	31,5
SMALL DRY	85	12,5
LARGE DRY	140	18,5

REGULAR COSTS

A) DAILY DRY-DOCKS' RENT

Surcharges, charges and discounts are defined by the Regulation per case:

FD PIRAEUS III	4.500,00	€
FD PIRAEUS I	3.675,00	€
LARGE DRY	1.950,00	€
FD PIRAEUS II	1.850,00	€
SMALL DRY	800,00	€

B) DOCKING – UNDOCKING CHARGES (PER MOVE)

This charge is doubled in special circumstances according to the Regulation

FD PIRAEUS III	1,200.00	€
FD PIRAEUS I / LARGE DRY	1.000,00	€
FD PIRAEUS II / SMALL DRY	800,00	€
Saturday, Sunday & Public Holidays	3.600,00	€

SPECIAL CHARGES

Remuneration for the utilization of the docks by contractors + Remuneration for cleaning (for the cleaning and maintenance of the docks from the execution of ship repair work)

35% on the daily rent per day

EXTRA CHARGES

Supply of seawater per hour	7.50	€
Supply of electricity per kilowatt per hour*	0.60	€
Utilization of electrical crane per hour (minimum charge 4 hrs/shift)	80.00	€
Vessel's Central/ Lateral support per block	200.00	€
Dismantling and removal of side blocks (for floating docks)	300,00	€
Removal of the subbases for the execution of the works on the hull per item	220.00	€

[Public] Support of a vessel, which exceeds 1,5 meters in height for all the docks per block	200.00	€
Divers' team per hour	400.00	€
Supply of winches/wire ropes/ropes	Free of charge	
New water pumping due to leakage and vessel's support	Free of charge	
Connection – disconnection of seawater supply hose per time	100.00€	
Connection – disconnection of electrical cables per time	100.00€	
Fire watchman per day	300.00 €	
Ladder	150.00 €	

* The charge of the fixed fee is applied in accordance with the Tariff of PPA for the usage and rental rights of mechanic equipment and cargo handling tools.

OVERTIME (PER TEAM)

Monday – Friday from 15:00 till 23:00	1,000.00 € / hour
Monday – Friday from 23:00 till 07:00	1,500.00 € / hour
Saturday from 15:00 till 24:00	2,000.00 € / hour
Sunday & Public Holidays from 00:01 till 07:00	2,200.00 € / hour
Sunday & Public Holidays from 15:00 till 24:00	2,200.00 € / hour