

## GENERAL CONDITIONS OF SERVICES (effective from 01.01.2022.)

### 1. TERMS

- 1.1. **RCT:** Limited Liability Company "RĪGAS CENTRĀLAIS TERMINĀLS", unified registration number 40103626836, legal address: Eksporta iela 15 k-1, Riga, LV-1045, e-mail address for CUSTOMER's applications and exchange of operative information: [forwarding@rto.lv](mailto:forwarding@rto.lv) and [customs@rto.lv](mailto:customs@rto.lv) (regarding customs formalities), e-mail address for notifications/letters, etc. signed with a secure electronic signature and containing a time stamp: [info@rto.lv](mailto:info@rto.lv), email address for billing information: [rekini@rto.lv](mailto:rekini@rto.lv).
- 1.2. **CUSTOMER:** any natural or legal person who requests/receives RCT services or with whom there is concluded a valid Agreement.
- 1.3. **General Conditions:** these General Conditions of Services, according to which RCT operates in providing RCT Services to the CUSTOMER.
- 1.4. **Agreement:** Written agreement between RCT and the CUSTOMER on the provision of an RCT service. The Agreement is prepared on the basis of the information submitted by the CUSTOMER. RCT is entitled not to provide RCT Services if no Agreement has been concluded with the CUSTOMER.
- 1.5. **Cargo:** Any type of items or goods with any packaging that strengthens and supports the cargo specified in the Agreement and/or the CUSTOMER's Application.
- 1.6. **Dangerous Goods:** Any type of items or goods specified in the Agreement and/or the CUSTOMER's Application which are referred to in the International Maritime Dangerous Goods Code (IMDG Code), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), the Convention concerning International Carriage by Rail (COTIF) Appendix C "Regulations concerning the International carriage of Dangerous Goods by Rail" (RID).
- 1.7. **Vehicle:** any ship (including barge and other floating craft), car, wagon, trailer, container, tank or other vehicle or other means of transport used for the carriage of Cargo.
- 1.8. **RCT Territory:** area in which RCT provides its services, including RCT Berths.
- 1.9. **RCT Berths:** a berth, which is located in the port of Riga and from which the RCT service is provided.
- 1.10. **Application or CUSTOMER's Application:** CUSTOMER's request to provide RCT services, sent to RCT at least 5 (five) days before the day of starting the required RCT service.
- 1.11. **Laytime:** laytime of the ship at the RCT berths where the ship is loaded/unloaded or otherwise serviced.
- 1.12. **Laycan:** a period of four days during which the CUSTOMER must submit a notice of the ship's readiness to moor at the RCT Berths for loading/unloading of Cargo.
- 1.13. **Working Day:** day from Monday to Friday, unless the relevant day is a holiday or public holiday specified in the regulatory enactments of the Republic of Latvia.
- 1.14. **Holiday:** Saturday, Sunday and a holiday and public holiday specified in the regulatory enactments of the Republic of Latvia.
- 1.15. **Party:** RCT or CUSTOMER.
- 1.16. **Parties:** RCT and CUSTOMER.
- 1.17. **RCT Services:** any services provided by RCT to the CUSTOMER, for example:
  - 1.17.1. cargo transshipment;
  - 1.17.2. cargo storage;
  - 1.17.3. use of RCT berths and ship supply;
  - 1.17.4. securing, packing, marking, weighing, sorting and accounting of cargo, as well as

transportation and other similar cargo operations;

1.17.5.rent/use of premises/territory;

1.17.6.provision of equipment (with equipment operator);

1.17.7.freight forwarding;

1.17.8.services related to customs formalities.

## **2. APPLICATION OF GENERAL CONDITIONS**

- 2.1. These General Conditions are binding on the CUSTOMER. If the CUSTOMER or its representative delivers any cargo or any Vehicles in the RCT Territory (including at RCT Berths) or receives any RCT Service, this automatically means that the CUSTOMER has recognised General Conditions as binding on the CUSTOMER and undertakes to comply with them even if no Agreement is concluded.
- 2.2. RCT has the right to unilaterally amend General Conditions by notifying the CUSTOMER thereof in writing at least 30 (thirty) days in advance and indicating where the new General Conditions can be read or by sending the new General Conditions to the CUSTOMER. In case the CUSTOMER does not agree with the new General Conditions, the CUSTOMER is obliged to inform RCT within 14 (fourteen) days from RCT's notification of amendments to General Conditions and in this case the Agreement/cooperation is considered terminated on the day the new General Conditions enter into force, unless the Parties agree otherwise. If the CUSTOMER does not inform RCT that it does not agree with the new General Conditions, it is considered that the CUSTOMER has tacitly approved them and undertakes to comply with them.

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

- 3.1. RCT shall not be liable for the CUSTOMER's Applications that have not been approved by RCT in writing, nor for the consequences of executing any erroneous CUSTOMER's Application.
- 3.2. All operational correspondence between RCT and the CUSTOMER in connection with the CUSTOMER's Application, its approval, conditions, execution, RCT Services, ship processing, etc. takes place using the e-mail addresses specified in the Agreement, but if the Agreement is not concluded, the e-mail addresses used for sending the CUSTOMER's Application to RCT and for sending RCT approval/conditions to the CUSTOMER. Relevant e-mail correspondence is considered as evidence of the will expressed by the CUSTOMER and RCT in connection with the sending, approval of the CUSTOMER's Application, RCT Services and their conditions, processing and execution. This type of correspondence is not applicable if the laws and regulations of the Republic of Latvia or a special agreement stipulate other procedures, as well as do not apply to any changes in the Agreement and its integral parts and tariffs (changes) to be approved (concluded) by signatures of RCT and CUSTOMER's authorised representatives.
- 3.3. RCT shall review the CUSTOMER's application within 2 (two) Working Days from its receipt and, if RCT agrees to provide the RCT service specified in the CUSTOMER's Application, send the CUSTOMER a confirmation and the conditions for providing RCT Service (if any). The CUSTOMER must confirm the conditions of providing the RCT Service with a reply e-mail, otherwise it will be considered that the CUSTOMER has rejected them and the RCT Service will not be provided.
- 3.4. The CUSTOMER is obliged to submit a written power of attorney to the RCT regarding the persons who are entitled to submit the CUSTOMER's Application on behalf of the CUSTOMER, approve the documents prepared by the RCT, resolve operational issues and complete the necessary formalities in the RCT Territory. In the event that the CUSTOMER does not submit the relevant power of attorney, RCT at its own discretion is entitled to (1) refuse to provide RCT Service to the CUSTOMER or (2) consider as authorised persons the persons indicated in the e-mail sending the CUSTOMER's Application, etc. with the CUSTOMER's Application related information, in which case the CUSTOMER is obliged to recognise the actions of the respective persons as binding on it.

- 3.5. The CUSTOMER is not entitled, without the prior consent of RCT, to attract third parties for the provision of services in the RCT Territory related to the Cargo handling and necessary for the CUSTOMER.
- 3.6. The CUSTOMER is obliged to submit all information and documents necessary for the performance of RCT services immediately, but not later than within 1 (one) Working Day from the receipt of RCT's request.
- 3.7. When applying for RCT services, the CUSTOMER must comply with the laws and regulations of the Republic of Latvia related to Cargo handling and customs law. If the CUSTOMER does not comply with the requirements of this paragraph, RCT is entitled to issue an invoice for the actual costs incurred by RCT due to the non-compliance of the requirements of this paragraph to CUSTOMER without submitting an additional claim to the CUSTOMER.

#### **4. PROVISION OF RCT SERVICES AND TARIFFS**

- 4.1. RCT Services are provided in accordance with RCT internal technologies (technological schemes), which RCT determines independently. RCT is entitled to involve third parties in the provision of RCT services without prior coordination with the CUSTOMER, and in this case RCT is fully responsible for the performance of the involved third parties.
- 4.2. The amount of payment for RCT Services is calculated according to the tariff rates specified in the Agreement, its annexes and General Conditions. If the Agreement, its annexes and General Conditions do not specify a fee (tariffs) for unforeseen RCT Services, then payment for these RCT Services shall be made in accordance with the special tariffs specified by RCT (see paragraph 4.10. and 4.11. of General Conditions). The RCT Service tariffs (fees) specified in the Agreement, its annexes, e-mails of RCT and General Conditions are without the value added tax (VAT) rate specified in the regulatory enactments of the Republic of Latvia and the CUSTOMER is obliged to pay the calculated VAT simultaneously with the RCT Service fee.
- 4.3. RCT Service "ship loading/unloading" is provided continuously (24/7) except on such public holidays of the Republic of Latvia: 1<sup>st</sup> January, 1<sup>st</sup> May, 4<sup>th</sup> May, Good Friday, Easter Sunday, Easter Monday, 23<sup>rd</sup> June, 24<sup>th</sup> June, 18<sup>th</sup> November, 24<sup>th</sup> December, 25<sup>th</sup> December, 26<sup>th</sup> December and 31<sup>st</sup> December. RCT services regarding customs formalities are provided on Working Days from 7:00 to 21:00 and Holidays from 8:00 to 20:00. Other RCT Services are provided on Working Days from 8:00 to 20:00.
- 4.4. If RCT and the CUSTOMER agree on the provision of RCT Services outside the time specified in paragraph 4.3 of General Conditions, the following coefficients shall be applied to the RCT Service tariff rates:
  - 4.4.1. if the RCT Service is provided on Working Days, Saturdays and Sundays – 1.5.
  - 4.4.2. if the RCT Service is provided on public holidays and holidays specified in the regulatory enactments of the Republic of Latvia – 2.0.
- 4.5. RCT has the right to suspend the provision of RCT Services "Cargo handling" if the wind speed exceeds the regulations of the Freeport of Riga (10 meters per second) or the air temperature is lower than -25 degrees Celsius, as well as in case of precipitation (rain, snow) if precipitation can damage the Cargo.
- 4.6. If the CUSTOMER delays the payment of the invoice issued, RCT has the right to suspend the provision of RCT Services to the CUSTOMER until full payment of the unpaid invoice. In this case, the cargo storage time is not suspended and a fee is calculated for it.
- 4.7. Vehicles are serviced in accordance with the CUSTOMER's Application, which has been approved by RCT. If a specific Cargo handling time has not been agreed prior to the commencement of Cargo handling, RCT shall not be liable for any costs or expenses related to Cargo handling time and/or incurred due to non-timely provision of RCT Services.
- 4.8. RCT is not responsible for ordering a Vehicle, unless RCT and the CUSTOMER have agreed otherwise.
- 4.9. RCT has the right to request the CUSTOMER to prove its right to the cargo and the Vehicle. If the CUSTOMER does not prove its right to the cargo and/or the Vehicle within 1 (one)

Working Day from the receipt of RCT's request, RCT has the right to terminate the provision of RCT services.

- 4.10. Special tariffs are applied to the CUSTOMER for unforeseen and received RCT Services. Unforeseen RCT Services are services (1) not specified in the Agreement, its annexes and General Conditions and CUSTOMER's Application or (2) to be performed within the cargo handling specified in the Agreement its annexes and CUSTOMER's Application, if the Cargo is damaged, has inappropriate packaging or similar and such Cargo cannot be transhipped using RCT technological schemes.

If the CUSTOMER or its authorised representative does not participate in the cargo transshipment process, the CUSTOMER or its authorised representative must immediately, but not later than within 1 (one) hour from the moment of sending the RCT's notification, arrive in the RCT Territory to record the relevant fact and sign the General Form Act.

RCT has the right to suspend cargo processing until the General Form Act is signed.

If the CUSTOMER or the CUSTOMER's authorised representative does not arrive in the RCT Territory within the term specified in this paragraph to record the relevant fact, RCT has the right at its own discretion (1) either to unilaterally draw up and sign a General Form Act, which is binding on the CUSTOMER and cannot be disputed, and to start providing unforeseen RCT Services by charging the CUSTOMER for unforeseen RCT Services, or (2) wait for the arrival of the CUSTOMER or its authorised representative without providing RCT Services, in which case the CUSTOMER shall pay RCT for downtime.

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

- 4.11. The amount for (1) unforeseen RCT Services, (2) RCT Services which tariffs are not specified in the Agreement, its annexes and General Conditions, as well as for (3) RCT's downtime is formed by multiplying the actual time of provision of these services/downtime, the number of persons involved and the number and type of technical units, and special tariffs. The special tariffs are as follows:

4.11.1. Man-hour (one working hour of RCT employee): EUR 25.00;

4.11.2. Running equipment working hour, including working hours of running equipment driver:

4.11.2.1. Forklift with a lifting capacity up to 5.0t: EUR 30;

4.11.2.2. Forklift with a lifting capacity over 5.0t and up to 10.0t: EUR 45;

4.11.2.3. Forklift with a lifting capacity over 20.0t: EUR 45;

4.11.2.4. Frontal wheel loader with a bucket capacity up to 3.9m<sup>3</sup>: EUR 50;

4.11.2.5. Frontal wheel loader with a bucket capacity over 5.9m<sup>3</sup>: EUR 70;

4.11.2.6. Bulldozer, with its weight up to 16t, and telescopic loader: EUR 45;

4.11.3. Crane equipment working hour, including crane operator's working hour:

4.11.3.1. Mobile crane -manipulator: EUR 80;

4.11.3.2. Crane Mantsinen: EUR 170;

4.11.3.3. Portal crane with a lifting capacity up to 20t: EUR 80;

4.11.3.4. Portal crane with a lifting capacity up to 60t: EUR 100;

4.11.3.5. Portal crane with a lifting capacity over 60t: EUR 170.

- 4.12. When accepting or issuing Cargo, the CUSTOMER or its authorised representative has the right to participate in the Cargo handling process.

- 4.13. If RCT finds damage to the Cargo (including obvious shortage/non-compliance of the Cargo with the weight of the Cargo specified in the documents accompanying the Cargo), upon acceptance of the Cargo or before starting the Cargo handling, RCT shall immediately inform the CUSTOMER or its authorised representative.

If the CUSTOMER or its authorised representative does not participate in the cargo handling process, the CUSTOMER or its authorised representative must immediately, but not later than within 1 (one) hour from the moment of sending the RCT notification, arrive in the RCT Territory to record the relevant fact and sign the General Form Cargo Damage Act.

RCT has the right to suspend cargo processing until the General Form Act is signed.

If the CUSTOMER or the CUSTOMER's representative does not arrive in the RCT Territory within the deadline specified in this paragraph to record the relevant fact, RCT has the right (1) either to unilaterally draw up and sign a General Form Cargo Damage Act (2) or wait for the arrival of the CUSTOMER or its authorised representative, not to provide RCT Services and in this case the CUSTOMER pays RCT for downtime (see paragraph 4.11. of General Conditions).

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

- 4.14. If RCT Services cannot be started or cannot be fully and/or qualitatively provided due to the CUSTOMER's fault (untimely delivery of the Vehicle, unprepared documents, etc.), RCT notifies the CUSTOMER thereof. In this case, RCT is not liable for any losses of the CUSTOMER.

If the CUSTOMER does not eliminate the reasons due to which the RCT services cannot be started or cannot be fully and/or qualitatively provided within 1 (one) hour from the moment of receiving the RCT notification, the CUSTOMER shall pay RCT for downtime (see paragraph 4.11. of General Conditions).

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

- 4.15. The CUSTOMER is obliged to pay RCT the fee for the management of Cargo waste and other waste left by the CUSTOMER in the RCT Territory. Each time after (1) loading of the Cargo in the Vehicle and removal of the Cargo from RCT Territory, (2) unloading of the Cargo from Vehicle (if during the unloading of the Cargo or storage of the Cargo waste has appeared), as well as (3) once a month no later than the last date of the respective month (regardless of whether the Cargo has been removed from RCT Territory in the respective month), RCT and the CUSTOMER or the CUSTOMER's authorised representative shall sign General Form Act on the amount of Cargo and other waste (if any).

If the CUSTOMER refuses to sign General Form Act on the amount of Cargo and other waste or does not arrive at RCT Territory within a specified time to record the amount of Cargo and other waste, RCT is entitled to unilaterally determine the amount of Cargo and other waste and draw up and sign a General Form Act, which is binding on the CUSTOMER and cannot be disputed.

The fee for Cargo waste management is EUR 50.00 for each cubic meter of waste, but not less than EUR 50.00. The fee for hazardous waste management is determined taking into account the actual costs of hazardous waste management.

- 4.16. If RCT approves the CUSTOMER's (including ships' agent) application for RCT Service "laytime of the ship (including barge or other floating craft) at RCT Berths without performing cargo operations" the fee for laytime of the ship is EUR 0.001 per gross ton (GT) per hour, but not less than EUR 70.00 per ship per day.

RCT has the right to revoke its approval (consent) for berthing at the RCT Berths at any time and in this case the CUSTOMER (including ships' agent) must ensure the removal of the ship from the RCT Berth no later than by the time specified by the RCT (in case of non-observance of the deadline, the fee for laytime the ship after the specified deadline shall be determined and calculated in the fivefold amount).

- 4.17. RCT applies the following tariff rates for the following RCT Services related to the use of the Berths requested by the CUSTOMER in writing and approved by RCT:

4.17.1. Electricity connection fee (connection and disconnection together): EUR 50.00

4.17.2. Payment for electricity consumption: according to the RCT's actual costs

4.17.3. Payment for the amount of water supplied (per 1 tonne): EUR 2.50

4.17.4. RCT water supply services:

4.17.4.1. water supply connection (connection and disconnection together): EUR 50.00

4.17.4.2. using the ship's water supply pipes (per 1 tonne): EUR 1.50

4.17.4.3. using RCT's water supply pipes (per 1 tonne): EUR 2.50

4.17.5. Fee for ship mooring – unmooring services (tariffs are indicated for each operation (mooring or unmooring) separately):

4.17.5.1. for ships with deadweight tonnage of up to 500 GT – EUR 50.00;

4.17.5.2. for ships with deadweight tonnage above 501 to 2,000 GT – EUR 60.00;

4.17.5.3. for ships with deadweight tonnage above 2,001 to 4,000 GT – EUR 70.00;

4.17.5.4. for ships with deadweight tonnage above 4,001 to 6,000 GT – EUR 85.00;

4.17.5.5. for ships with deadweight tonnage above 6,001 to 10,000 GT – EUR 95.00;

4.17.5.6. for ships with deadweight tonnage above 10,001 to 15,000 GT - EUR 115.00;

4.17.5.7. for ships with deadweight tonnage above 15,001 to 20,000 GT – EUR 135.00;

4.17.5.8. for ships with deadweight tonnage above 20,001 to 30,000 GT – EUR 155.00;

4.17.5.9. for ships with deadweight tonnage above 30,001 to 40,000 GT – EUR 180.00;

4.17.5.10. for ships with deadweight tonnage above 40,001 to 50,000 GT – EUR 205.00;

4.17.5.11. for ships with deadweight tonnage above 50,001 GT – EUR 230.00.

When re-mooring a ship between RCT Berths for the first time, no fee is set for mooring-unmooring services. For each subsequent mooring operation, the fee is set at 50% of the above-mentioned mooring-unmooring tariff rates.

4.18. The CUSTOMER is obliged to submit RCT all certificates and measurements made in RCT Territory and related to the Cargo or RCT, and issued by the CUSTOMER or its authorised representative (appointed surveyor) within 3 (three) Working Days after the measurement is made or the certificate is issued. The CUSTOMER must inform RCT about the relevant measurements in advance and RCT is entitled to attend the measurement process. The results of measurements of which RCT has not been notified in advance shall not be considered as evidence of improper performance or non-performance of the RCT's obligations.

4.19. RCT is entitled not later than once a calendar year and not earlier than 12 months from the date of concluding the Agreement to unilaterally change RCT service tariffs/fees and set them in accordance with inflation rates and average wage increase rates in the Republic of Latvia, notifying the CUSTOMER in writing at least 30 (thirty) days in advance.

4.20. In all cases when RCT suspends the provision of RCT service in accordance with the Agreement and/or General Conditions, the storage of the Cargo shall not be terminated and the fee for it shall be calculated and paid in accordance with the terms of Agreement and General Conditions.

## **5. TECHNOLOGICAL SUPPORT**

5.1. By concluding the Agreement, the CUSTOMER coordinates with RCT non-standard cargo transshipment technological schemes, mechanisms and auxiliary devices to be used. If the provisions of this paragraph are not coordinated when concluding the Agreement, RCT is entitled to independently determine the technological schemes of non-standard Cargo transshipment, the mechanisms and auxiliary devices to be used.

- 5.2. RCT is not responsible for possible damage to the Cargo and Vehicles if the actual weight, centre of gravity or slings of the Cargo do not comply with the CUSTOMER's documents, as well as if the CUSTOMER's additional materials do not meet the standard. In this case, the CUSTOMER assumes full responsibility for covering any its losses, losses of third parties and RCT.
- 5.3. RCT secures the Cargo or removes the fastenings for the Cargo only if it is specified in the Agreement and the CUSTOMER has requested this in writing in the CUSTOMER's Application, providing instructions for securing the Cargo/removing the fastenings.

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

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

- 6.1. The CUSTOMER is obliged to submit to RCT the planned time of arrival of ships at RCT berths in the next month no later than the 25<sup>th</sup> date of the month.
- 6.2. The CUSTOMER no later than 7 (seven) days before the day when the ship plans to arrive in the port of Riga, must coordinate with the RCT ship's Laycan and submit a ship assignment stating the ship name, ship description, name of Cargo to be unloaded/loaded, its quantity, weight and other necessary information;

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

RCT coordinates the Laycan time of the ship not later than within 2 (two) Working Days from the day of receipt of the CUSTOMER's request. RCT is entitled not to coordinate the ship's Laycan if the CUSTOMER has not fulfilled the obligation specified in paragraph 6.1 of General Conditions.

Agents for ships to be unloaded/loaded through ROT berths are nominated by ROT. ROT guarantees that the ship agent nominated by ROT will (1) perform its ship agent duties in such a way as to ensure the arrival of each ship nominated by the CUSTOMER in the port of Riga, (2) duly and in the best interests of the CUSTOMER complete all necessary formalities and comply with the requirements of the laws and regulations of the Republic of Latvia and the customs of the Port of Riga regarding the activities of the ship agent, (3) process the documents related to the Cargo and ship entering the Port of Riga, staying in the Port of Riga and leaving the Port of Riga (4) provide the necessary assistance to the master of the ship and will protect the interests of the shipowner, (5) pay the amounts payable in connection with the ship's stay in the Port of Riga in accordance with the instructions of the ship's master or shipowner, (6) keep all interested parties informed of the progress of the ship's loading operations at ROT berths, (7) perform other maritime agency activities.

- 6.3. The CUSTOMER is obliged to send the following information to RCT at least 72 (seventy-two) hours before the arrival of the ship at the RCT Berths:
  - 6.3.1. the name of the ship;
  - 6.3.2. the planned date and time of arrival of the ship;
  - 6.3.3. the name, quantity, weight and other necessary information of the Cargo to be unloaded/loaded;
  - 6.3.4. a statement regarding the nature of the Dangerous Goods;
  - 6.3.5. Cargo plan;
  - 6.3.6. an independent surveyor/an authorised representative of the CUSTOMER attracted by the Customer to assess the condition and volume of the Cargo;
  - 6.3.7. the maximum draught of the ship before and after unloading/loading;
  - 6.3.8. accompanying document certifying the customs status of the Cargo and applied customs declarations (if any);
  - 6.3.9. accompanying document confirming Cargo purchase – sale or Cargo owner and the

value of the Cargo;

6.3.10. compliance of Cargo with the status of strategic cargo;

6.3.11. For strategic Cargoes – dual Use license;

6.3.12. Cargo fumigation plan (if fumigation is planned).

6.4. The CUSTOMER is obliged to send to RCT an updated information specified in paragraph 6.3 of General Conditions or a confirmation that there are no changes in the previously provided information at least 48 hours before the arrival of the ship at RCT Berths.

6.5. The CUSTOMER is obliged to provide RCT with additional information related to the planned ship and its handling immediately upon receipt of RCT's request.

6.6. The ship loading rate is not determined, unless RCT and the CUSTOMER agree on it separately.

6.7. RCT has the right to amend the Cargo plan by notifying the CUSTOMER thereof no later than within 2 (two) days from the receipt of the Cargo plan. The CUSTOMER is obliged to coordinate the ship's Cargo plan amended by RCT with the master of the ship, otherwise RCT has the right to refuse to handle the ship.

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

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

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

6.9. Prior to the commencement of ship loading (handling), the CUSTOMER is obliged to submit the following documents to RCT (RCT is entitled not to start ship handling until receipt of all documents specified in this paragraph and the respective time is excluded from Laytime):

6.9.1. Ships particulars;

6.9.2. Bill of Lading (only if the cargo is unloaded from the ship);

6.9.3. A copy of the ship's International tonnage certificate;

6.9.4. Cargo Loading Order.

6.10. RCT accepts ships for unloading/loading (handling) of Cargo only in the Laycan period agreed with the CUSTOMER. If the estimated time of arrival of the ship is outside the agreed Laycan period and/or the estimated time of arrival of the ship or other changes in the ship's information adversely affect the provision of RCT Services to another ship, the ship whose information/estimated time of arrival has changed shall lose its right to RCT Berths and ship loading/unloading operations. In this case, RCT is not liable for the CUSTOMER's losses and, as far as possible, RCT accepts the respective ship for loading/unloading Cargo as soon as possible.

6.11. If, after mooring the ship at RCT Berths, the type or amount of cargo is changed and in RCT's opinion it affects safety or poses a danger or adversely affects the provision of RCT Services to another customer, RCT has the right to suspend/not provide RCT Services and request the ship to leave RCT Berths. RCT is not liable for any damages incurred in this case.

***Laytime calculation:***

6.12. The Laytime begins 12 hours after the RCT has received the NOR, but not earlier than 14:00 on the first Laycan day agreed with the RCT. If the RCT starts loading/unloading the ship earlier, Laytime starts at the time, when loading/unloading actually began. Laytime ends when the RCT has finished loading/unloading the ship.

6.13. The following time periods must be excluded from Laytime (regardless of whether RCT



performs or not loading/unloading of the ship during the relevant periods):

- 6.13.1.time spent for the ship to enter/leave the port of Riga (including entry and mooring/transfer from/to the RCT Berth);
- 6.13.2.the time spent on customs formalities, as well as the working time of other public authorities on board the ship in connection with the border opening/closing procedure or other inspections/operations;
- 6.13.3.the time taken to determine the initial and intermediate weights by draught;
- 6.13.4.the time when the loading works has been stopped, if (1) the wind speed is 10 m/s and more or (2) when the air temperature is below -25 degrees Celsius, or (3) when there is precipitation during which loading of the Cargo is not possible/allowed. The fact of such adverse weather conditions which interfere with loading operations shall be reflected in the Act of statement, signed by the master of the ship and RCT;
- 6.13.5.the duration of force majeure circumstances;
- 6.13.6.the time when during the suspension of the ship movement by the Port of Riga Traffic Control Service due to meteorological conditions and/or force majeure circumstances there has been a forced suspension of loading/unloading works;
- 6.13.7.the time during which the ship was not handled through the fault of the shipowner or due to damage to the ship, including ballasting or de-ballasting time, hold hatch lifting and opening time, and other ship-related reasons affecting the operation of RCT;
- 6.13.8.the time for which the ship's loading time has been extended by (1) reducing the Cargo handling speed agreed with the CUSTOMER due to the shipowner's fault, ship's technical parameters or ship damage, including ballasting or de-ballasting time, hold hatch lifting and opening time, and/or (2) due to the changes in the previously agreed Cargo plan prior to or during the loading and/or (3) other ship-related reasons affecting the operation of RCT;
- 6.13.9.Waiting time for the arrival of the Cargo required for the full batch of the ship at the RCT Territory (after the receipt of the Cargo at the railway station "Zemitāni (3km Rīga-Krasta)");
- 6.13.10. Time spent balancing/compacting the Cargo loaded in the holds of the ship at the request of the ship's master/CUSTOMER;
- 6.13.11. Period of waiting for the CUSTOMER's authorised representative/independent surveyor engaged by the CUSTOMER to perform draft survey or other measurements and when the ship draft survey or other measurements are performed;
- 6.13.12. Period during which pilotage services are provided to the ship;
- 6.13.13. Public holidays of the Republic of Latvia specified in paragraph 4.3. of General Conditions.

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

- 6.14. Upon completion of loading/unloading of the ship, the CUSTOMER is obliged to send to RCT immediately, but not later than within 3 (three) hours after the completion of loading of the ship:
  - 6.14.1.Bill of Lading;
  - 6.14.2.Statement of facts;
  - 6.14.3.Cargo fumigation certificate (if cargo fumigation has been performed);
  - 6.14.4.Intermediate/final draft survey;
  - 6.14.5.Cargo manifest – 1 copy;
  - 6.14.6.Other documents requested by RCT.
- 6.15. Unless otherwise agreed between RCT and the CUSTOMER, RCT shall not cover the ship's downtime costs related to untimely cargo transshipment, and the CUSTOMER shall not cover

additional fees for faster cargo handling (no demurrage/no dispatch).

- 6.16. The CUSTOMER is obliged to ensure that the ship leaves the RCT Berth within 4 (four) hours after the completion of loading/unloading of cargo and after completion of all relevant documents. The CUSTOMER shall pay RCT EUR 0.03 per GT for the use of RCT Berths for each exceeded hour and shall also be liable to RCT for losses incurred by RCT in this regard, unless RCT Berths could not be vacated due to unsuitable navigational conditions, as evidenced by information provided by the Hydrometeorological Service, due to a fire or accident on board.
- 6.17. If, upon an order of any state institutions of the Republic of Latvia (customs, police, border control, Captain's Service of the Freeport of Riga Authority), the ship is required to remain at RCT Berths due to the ship's failure to comply with any formalities or due to any inspections, this shall not be considered Force majeure.

## **7. CUSTOMS FORMALITIES**

- 7.1. RCT ensures the completion of customs formalities in the clearance of the Cargo, if the Cargo is stored in the RCT Territory and if the RCT and the CUSTOMER have not agreed otherwise.
- 7.2. The CUSTOMER, delivering the cargo to the RCT territory (as custom's warehouse), submits to the RCT:
- 7.2.1. Cargo customs documents;
  - 7.2.2. Cargo accompanying documents (e.g. Packing slips, Specifications, etc.);
  - 7.2.3. Transport accompanying documents:
    - 7.2.3.1. Bill of Lading, if the cargo crossed the economic space of the Republic of Latvia by ship;
    - 7.2.3.2. SMGS convention railway transport accompanying document, if the cargo crossed the economic space of the Republic of Latvia in a railway wagon;
    - 7.2.3.3. CMR convention road transport accompanying document, if the cargo crossed the economic space of the Republic of Latvia by car, or a transport consignment note for European Union cargo;
  - 7.2.4. accompanying documents confirming Cargo purchase – sale or Cargo owner and the value of the Cargo;
  - 7.2.5. other information and documents necessary for completion or simplifying completion of customs formalities (for example, permits, licenses, certificates, specifications).
- 7.3. The CUSTOMER is responsible for the accuracy and truthfulness of the customs documents, documents accompanying the cargo and additional information related to these documents, as well as the information on the cargo (compliance with the actual situation) submitted to RCT. The CUSTOMER pays the administrative penalties, customs debts applied by the customs authority to RCT, as well as indemnifies RCT for losses incurred/applied due to the documents submitted by the CUSTOMER containing false or inaccurate information or data about the cargo.
- 7.4. If the CUSTOMER submits to RCT derivatives of original customs documents or Cargo accompanying documents (instead of originals), the CUSTOMER is responsible for keeping the original customs documents and documents accompanying the cargo submitted to RCT in accordance with the laws and regulations of the Republic of Latvia and the CUSTOMER is obliged to submit the originals of the documents requested by RCT within 1 (one) Working Day upon receipt of a request (this provision is valid even after the expiration of the Agreement (but if the Agreement is not concluded – after the end of cooperation) as long as the relevant documents must be kept in accordance with customs regulations).
- 7.5. The CUSTOMER is responsible for the customs status of the cargo indicated in the Vehicle accompanying documents. If the CUSTOMER is unable to prove the customs status of the Cargo, RCT performs tax calculation for the RCT Service in accordance with the regulatory enactments of the Republic of Latvia.
- 7.6. When accepting the CUSTOMER's cargo in the RCT Territory (as custom's warehouse), RCT

informs the CUSTOMER and the customs authority of the Republic of Latvia about discrepancies in the Cargo or customs security and further acts in accordance with the instructions of the customs authority of the Republic of Latvia. In this case, RCT prepares the Cargo Inspection Act in accordance with the regulatory enactments in force in the Republic of Latvia.

- 7.7. If the customs authority has made a decision to perform the Cargo inspection, the CUSTOMER is obliged to cover all RCT's expenses related to the Cargo inspection, incl. expenses for Cargo transportation, weighing, reloading, sampling, unless RCT and the CUSTOMER agree otherwise.
- 7.8. RCT may refuse to process or accept the Cargo or provide RCT Services in cases where the CUSTOMER is unable to present the correct documents accompanying the Cargo within 24 hours from the arrival of the Vehicle in the RCT territory.
- 7.9. The CUSTOMER shall cover all RCT's expenses and losses arising from improper performance or non-performance of the CUSTOMER's obligations specified in Chapter 7 of General Conditions, as well as RCT shall not be liable for any losses of the CUSTOMER incurred in such cases.
- 7.10. If the Cargo is not stored in the RCT Territory (i.e. direct transshipment "Vehicle – Vehicle" is performed), the CUSTOMER shall independently and at its own expense ensure all customs formalities related to the Cargo (until RCT accepts the Cargo for storage). The CUSTOMER is responsible for the accuracy and truthfulness of the customs documents, the documents accompanying the Cargo and additional information related to these documents for the entire Cargo. The Customer is obliged to submit the information and documents requested by RCT in connection with the Cargo imported into and exported from the RCT Territory immediately, but not later than within 1 (one) Working Day from the receipt of RCT's request.
- 7.11. RCT is entitled not to allow the Cargo to be removed from the RCT Territory until all the requested information and documents related to the Cargo imported into and exported from the RCT Territory have been received from the CUSTOMER.

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

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

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

- 9.1. If RCT performs Cargo storage within the RCT Service, then:
  - 9.1.1. RCT accepts and accounts the Cargo in the RCT warehouse accounting system in the amount specified in the documents accompanying the Cargo without re-weighing the

## Cargo.

Writing down of the Cargo loaded on the ship from the RCT warehouse is performed taking into account the draft survey of the respective ship. Writing down of the Cargo laden into other Vehicles from the RCT warehouse is performed taking into account the information specified in the accompanying documents of the Cargo exported from RCT Territory.

If after the Cargo is loaded into the Vehicle, Cargo shortage is detected, RCT shall be liable for cargo losses only if the CUSTOMER submits to RCT documents confirming:

9.1.1.1. The conformity of the weight of the Cargo indicated in the document accompanying the Cargo to the actual weight (accepted in the RCT warehouse);

9.1.1.2. Cargo weight unloaded from the relevant Vehicle at the place of unloading;

9.1.1.3. other documents requested by RCT.

If the CUSTOMER does not submit the above-mentioned documents to RCT within 10 (ten) days from the moment when the Cargo shortage is detected, the CUSTOMER shall pay the administrative penalties and customs debts imposed on RCT by the customs authority.

9.1.2. RCT is responsible for maintaining the condition of the Cargo from the time of acceptance of the Cargo until the dispatch of the Cargo.

9.1.3. RCT is responsible for maintaining the quantity of the Cargo from the time of acceptance of the Cargo until the dispatch of the Cargo, only if at the moment of the arrival of the Cargo at RCT Territory the Cargo is re-weighted (see paragraph 9.1.1. of General Conditions for the cases when the Cargo is not re-weighted), taking into consideration permissible limits of Cargo losses.

The permissible limits of Cargo losses resulting from RCT Services are determined the same as they are indicated for the specific Cargo type in column 4 of Annex 3 to Cabinet Regulation No. 861 of 20 December 2016 "Procedure for Determining the Amount of Loss for Bulk Goods Under Customs Supervision", unless otherwise provided in the Agreement or annexes to the Agreement.

9.1.4. In any case, RCT's maximum liability for the loss of Cargo above the permissible limit of Cargo losses or for damaged Cargo is equal to the value of the Cargo specified in the invoice, if it does not exceed the market value of the Cargo on the day of loss/damage, but not more than EUR 870.00 per package or unit; EUR 0.25 per gross kilogram of Cargo. Any container or other transport equipment, together with the conditional contents of the cargo, shall be considered as a single package or unit.

9.2. If the Cargo is not stored in the RCT Territory within the RCT Service (i.e. direct transshipment "Vehicle – Vehicle"):

9.2.1. it is assumed that the amount of Cargo accepted by RCT for handling is equal to the amount of Cargo handled (transhipped) by RCT, which is determined according to the information specified in the accompanying documents of the Cargo exported from RCT Territory (e.g. Statement of facts and/or intermediate/final draft survey, railway accompanying documents);

9.2.2. RCT is not responsible for Cargo losses;

9.2.3. RCT is responsible for maintaining the condition of the Cargo during transshipment, but in any case RCT's liability for damaged Cargo is equal to the value of the Cargo specified in the invoice, if it does not exceed the market value of the Cargo on the day of loss/damage, but not more than EUR 870.00 per package or unit; EUR 0.25 per gross kilogram of Cargo. Any container or other transport equipment, together with the conditional contents of the cargo, shall be considered as a single package or unit.

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

10.1. The CUSTOMER is responsible for the compliance of the work performed by the CUSTOMER

and/or the persons involved by the CUSTOMER in the RCT Territory with the safety, labour protection, environmental protection, electrical safety and fire safety regulations. The CUSTOMER is obliged to provide the CUSTOMER's involved persons and employees located in the RCT Territory with collective and personal protective equipment, as well as to ensure its use. The CUSTOMER undertakes to attract only such persons and employees to perform the work to be performed in the RCT Territory, who are acquainted with the risk factors of the work environment and whom the CUSTOMER has briefed on appropriate labour protection, fire safety, environmental safety, etc. In addition, before starting any works in the RCT Territory and before the CUSTOMER and/or the CUSTOMER's involved persons/employees visit the RCT Territory, to designate respective persons for receiving a single induction briefing from the Labour Protection Department of SIA "RTO Management" (tel. 29446442). In case RCT's persons responsible for labour protection or safety find that the CUSTOMER's involved persons or employees performing work specified in the Agreement in the RCT Territory/visiting the RCT Territory do not comply with labour protection, fire safety and other regulations in force in the RCT Territory, RCT's persons responsible for labour protection or safety have the right to request explanations from the person concerned and to expel him/her from the RCT Territory, depriving of the issued personal/car pass for the RCT Territory. RCT is not liable for losses incurred by the CUSTOMER in this case (including, but not limited to, RCT is not responsible for delay/non-performance of the RCT Services) and for non-performance or improper performance of RCT obligations.

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

- 10.2. The CUSTOMER and/or the CUSTOMER's authorised representatives/employees/attracted persons are prohibited from filming or photographing in the RCT Territory without prior written consent of RCT.
- 10.3. RCT is not responsible for:
  - 10.3.1. Damage and losses of the Cargo or Vehicle that have occurred before or after the provision of RCT Services in the RCT Territory;
  - 10.3.2. Damage and loss of the Cargo or Vehicle, if the CUSTOMER has provided erroneous, inaccurate or incomplete data on the applicable technological schemes;
  - 10.3.3. Services provided to the CUSTOMER by third parties independently attracted by the CUSTOMER;
  - 10.3.4. Losses that occur due to the CUSTOMER or its related third parties not contacting RCT and/or providing RCT with erroneous data or instructions or not providing data and instructions for the execution of the CUSTOMER's Application in accordance with the needs of the CUSTOMER and/or third parties;
  - 10.3.5. any claims caused by an unforeseen defect of the equipment provided/delivered by the CUSTOMER;
  - 10.3.6. for the CUSTOMER's lost profit/any indirect losses and any liabilities of the CUSTOMER and a third party (contractual or legal).
- 10.4. The CUSTOMER and RCT are responsible for drawing up a General Form Act in cases when the damage of the Cargo or any other decrease in the property value belonging to the CUSTOMER or RCT has occurred, which has occurred in the RCT Territory. For the preparation of a General Form Act, the provisions of paragraph 4.10 of General Conditions regarding the recording of a fact and the preparation of a General Form Act shall apply.
- 10.5. The CUSTOMER is responsible for the removal of the Cargo from the RCT Territory by the last day of the Agreement, but if the Agreement is not concluded – by the deadline specified by RCT, otherwise the CUSTOMER is deemed to have deposited the Cargo not removed from the RCT Territory for safe-keeping with RCT from the day following the last day of the Agreement/the deadline specified by RCT. In such case:
  - 10.5.1. RCT is entitled to transport the Cargo to another storage location and the CUSTOMER must reimburse RCT the costs related to the Cargo transportation. The fee for the

Cargo transportation is determined in accordance with the tariffs specified by RCT (see paragraph 4.11. of General Conditions), RCT independently determining and recording the duration of the Cargo transportation and the number/type of people and equipment involved;

10.5.2. if the Agreement was concluded – the CUSTOMER must pay RCT such fee for the storage of the Cargo (for the period from the day following the expiry of the Agreement until the day when the Cargo is removed from RCT territory): Cargo storage fee specified in the Agreement in the triple amount;

10.5.3. if the Agreement has not been concluded or if the Agreement does not provide for a storage fee (including if it is included in another tariff) – the CUSTOMER must pay RCT 1.50 EUR/m<sup>2</sup>/per month for the storage of the Cargo (for the period from the day following the expiry of the Agreement/the expiry of Cargo storage period specified by the RCT until the day when the Cargo is removed from RCT territory).

The CUSTOMER or its authorized representative must immediately, but not later than within 1 (one) hour from the moment of sending the RCT's notification, arrive in RCT Territory to record the storage area and sign the General Form Act. If the CUSTOMER or the CUSTOMER's authorised representative does not arrive in the RCT Territory within the term specified in this paragraph to record the relevant fact, RCT has the right to unilaterally draw up and sign a General Form Act, which is binding on the CUSTOMER and cannot be disputed.

10.6. Claims for which a General Form Act signed by the CUSTOMER and RCT (in the cases specified in General Conditions signed only by RCT) has not been drawn up shall not be recognised as valid.

10.7. Payment of any losses, fines or penalties shall not release from fulfilment of obligations.

10.8. If the CUSTOMER independently accounts the amount of the Cargo incoming in/outgoing from RCT Territory and/or independently controls the amount of Cargo balance:

10.8.1. RCT is not responsible for the compliance of the imported and exported Cargo quantity with the quantity indicated in the Cargo accompanying documents as well as for the CUSTOMER'S expenses/losses related to the shortage (loss) or surplus of the Cargo, regardless of the circumstances in which the shortage or surplus and the respective expenses/losses have occurred, except to the extent that it occurred as a result of the conduct of the RCT;

10.8.2. The CUSTOMER is obliged to submit RCT the following reports (in the form of a table) without a separate request from RCT, sending them to RCT e-mail [forwarding@rto.lv](mailto:forwarding@rto.lv):

10.8.2.1. every day until 14:00 for the previous day:

10.8.2.1.1. about each wagon: wagon number, number of consignment, date of acceptance, volume of the Cargo;

10.8.2.1.2. about each truck: number of truck, number of consignment, date of acceptance/shipment, volume of the Cargo;

10.8.2.2. on the next Working Day after the Cargo is loaded on the vessel: the amount of the Cargo loaded on the vessel, also submitting accompanying documents of vessel's Cargo;

10.8.2.3. prior the unloading of the vessel: accompanying documents of vessel's Cargo must be submitted.

10.9. RCT is entitled to impose a fine of EUR 250.00 on the CUSTOMER for each case of non-performance or improper performance of the CUSTOMER's obligations specified in the Agreement, its annexes or General Conditions.

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

## **11. PAYMENT CONDITIONS**

11.1. RCT shall issue invoices to the CUSTOMER in electronic or paper form. An invoice shall be

deemed submitted (sent) in electronic form and without the "signature" detail shall be equivalent to the submission of the original invoice referred to in the Agreement, if the RCT invoice indicates the details specified in the Law on Accounting, as well as other details within the meaning of the Value Added Tax Law, and is sent to the CUSTOMER to the CUSTOMER's e-mail address specified in the Agreement, but if the Agreement has not been concluded – to the e-mail address from which RCT received the CUSTOMER's Application. An invoice shall be deemed received on the day when RCT has sent it to the CUSTOMER to its e-mail address.

- 11.2. If the CUSTOMER does not agree with the invoice issued by RCT, then the CUSTOMER is obliged to submit a written justified claim to RCT within 5 (five) Working Days from the date of receipt of the invoice. If RCT does not receive the CUSTOMER's claim within the specified term, it is considered that the CUSTOMER has no claim regarding the respective invoice and the information specified therein.
- 11.3. The CUSTOMER is obliged to pay all invoices issued and submitted to it within 5 (five) Working Days from the date of receipt of the invoice.
- 11.4. Invoices for Cargo storage shall be issued by RCT and submitted to the CUSTOMER once a month for the current calendar month. If the Parties have agreed on a fixed fee for the storage of the Cargo (which does not depend on the amount of the stored Cargo), RCT shall issue and submit to the CUSTOMER an invoice for the first and last month of the Cargo storage, but subsequent invoices for Cargo storage RCT shall issue and submit to the CUSTOMER once a month for the current calendar month (except for the last month of the Cargo storage term).
- 11.5. The CUSTOMER shall pay RCT late payment interest for the delay in payment of the invoice issued by RCT: 0.5% per day of the outstanding amount for each day of delay.
- 11.6. The CUSTOMER's payment shall be deemed made when the funds have been received in the RCT's account.
- 11.7. Any payment of the CUSTOMER shall first be directed to the repayment of late interest, contractual penalty, and then to the repayment of the principal debt.

## **12. FORCE MAJEURE**

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

## **13. SETTLEMENT OF DISPUTES**

- 13.1. Disputes and disagreements that may arise as a result of or in connection with the performance of this Agreement shall be settled by the Parties through mutual negotiations. If the Parties cannot reach an agreement within 30 (thirty) days, the dispute shall be considered in a court of the Republic of Latvia in accordance with the laws and regulations in force in the Republic of Latvia. If the CUSTOMER is not a legal entity registered in the Republic of Latvia or is a natural person who does not have a declared place of residence in the Republic of Latvia, RCT is entitled to bring an action against the CUSTOMER in any court

of first instance of the Republic of Latvia.

#### **14. PROCESSING OF PERSONAL DATA**

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

#### **15. CONFIDENTIALITY PROVISIONS**

15.1. The Parties are obliged not to disclose to third parties in any way the content of the Agreement or other documents related to its performance, as well as technical, commercial or any other information about the other's activities that are not publicly available and have become available to them in the course of fulfilment of liabilities under the Agreement/General Conditions, with the exception of the cases provided for in laws and regulations of the Republic of Latvia. The Parties have an obligation to ensure the non-disclosure of such information by their employees/involved persons and the Parties are mutually materially responsible for non-compliance with this confidentiality provision. This provision has no time limit and is not limited by the term of the Agreement. Violation of the confidentiality provisions gives the right to immediately unilaterally terminate the Agreement/suspend the provision of RCT Services by notifying the other in writing. SIA "Rīgas tirdzniecības osta", unified registration No. 40003755064, group companies (subsidiaries, affiliates and parent companies), as well as professional consultants of the Parties shall not be considered third parties, provided that the persons who will have access to this information have read the confidentiality provisions and will undertake to comply with the same confidentiality provisions as set out in General Conditions. The fact of concluding the Agreement, its number, date of conclusion, term until which the Agreement is valid shall not be considered confidential information.

#### **16. CUSTOMER DUE DILIGENCE AND TERMINATION OF THE AGREEMENT/RCT SERVICES**

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

16.2. The Agreement may be terminated unilaterally before the term by notifying the other Party at least 30 days in advance. Termination of the Agreement does not release the Parties from the obligations incurred during the term of the Agreement.



- 16.3. RCT has the right to immediately unilaterally terminate the Agreement by notifying the CUSTOMER in writing and/or terminate the provision of RCT Services, without indemnifying the CUSTOMER for any losses:
- 16.3.1. In the case and in accordance with the procedure specified in paragraph 2.2 of General Conditions;
- 16.3.2. if RCT becomes aware that the CUSTOMER has not fulfilled its obligations to LLC "Rīgas tirdzniecības osta", unified registration number 40003755064, or its subsidiaries/affiliates, as well as if the CUSTOMER has provided false information or fails to fulfil its obligations stated in the Agreement, its annexes or General Conditions. In any case, the CUSTOMER is obliged to pay for the provided RCT services.
- 16.3.3. if the CUSTOMER violates the provisions of paragraph 10.2. of General Conditions;
- 16.3.4. if Sanctions (any commercial, economic or financial sanctions, embargoes or restrictive measures imposed or administered by the United Nations Security Council, the European Union, the Republic of Latvia, the Government of the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control (OFAC)), an Member State of the European Union or of the North Atlantic Treaty Organization and/or the authorities of the above-mentioned organisations) are imposed against the CUSTOMER, or any or its officials (including the procurist), owners or beneficial owners. RCT is also not liable for non-performance or improper performance of its obligations if RCT's non-performance or improper performance is due to the imposition of Sanctions against the CUSTOMER or any of its officials (including the procurist), owners or beneficial owners;
- 16.3.5. in other cases specified in the Agreement, its annexes and General Conditions

## **17. OTHER PROVISIONS**

- 17.1. Any Party is obliged to inform the other Party of changes in its details and such changes shall become binding on the day when the notification is deemed to have been received, unless a later date of the change is indicated in the notification.
- 17.2. A Party shall send all notifications (except invoices) to the other Party in writing by personal or courier delivery or by registered mail to the other Party's legal address, but all notifications signed with a secure electronic signature and shall contain a time stamp as well as operational information (see paragraph 3.2 of General Conditions) – to the e-mail address specified in the Agreement, but if the Agreement has not been concluded – to the e-mail address from which the CUSTOMER's Application/its confirmation has been received. The notification shall be deemed to have been received:
- 17.2.1. on the day on which the notification is delivered to the addressee in person;
- 17.2.2. on the 5<sup>th</sup> (fifth) day after the day when the notification is handed over to the postal service provider by sending a registered letter to the other Party to its legal address;
- 17.2.3. on the day of dispatch, if the notification to the e-mail address is sent on a Working Day before 17:00, or on the next Working Day after sending, if the notification to the e-mail address is sent on a Working Day after 17:00 or on a Holiday.
- 17.3. The titles of the sections of General Conditions are used to make the text easier to read and are not to be used to interpret the paragraphs of General Conditions. The concepts used in General Conditions, the Agreement, its annexes and its integral parts expressed in the singular shall be deemed to be expressed in plural and vice versa if it follows from the text and meaning of General Conditions, the Agreement, its annexes and its integral parts.
- 17.4. Unless otherwise provided in the Agreement, its Annexes and its integral parts, all terms and explanations used therein shall have the same meaning as the same terms and explanations used in General Conditions.
- 17.5. The Agreement, all its annexes, General Conditions, as well as the Applications form a set of contractual obligations between the Parties in relation to the subject matter of the Agreement and cover the entire agreement between the Parties. The documents constituting the Agreement shall be interpreted as inseparable and mutually complementary components

of the Agreement. If there is a conflict between the Application, the Agreement, its annexes and the provisions of General Conditions, the priority shall be determined as follows (from highest to lowest) – the Agreement, its annexes, General Conditions and the Applications.