

## 1. TERMS

- 1.1. **RCT:** a limited liability company "Rīgas Centrālais termināls", registration No. 40103626836.
- 1.2. **CLIENT:** a physical or legal entity or their authorised representative having a valid Contract concluded.
- 1.3. **General Conditions:** general conditions of services approved at the meeting of the Board, according to which RCT operates rendering services to the CLIENT.
- 1.4. **Contract:** an agreement in writing between RCT represented by the Board and the CLIENT for Cargo handling. The Cargo handling is only performed when there is a Contract concluded between RCT and the CLIENT for particular Cargo handling. The Contract shall be based on information supplied by the CLIENT.
- 1.5. **Cargo:** any things or goods having any package (which secures and supports the Cargo) and are determined in the Contract.
- 1.6. **Accepted Cargo:** any cargo (in or off a vehicle), which is accepted for storage at the RCT territory according to relevant acceptance documents signed by both parties at the time of such storage.
- 1.7. **Dangerous Cargo:** any goods specified in the International Maritime Dangerous Goods Code (IMDG Code).
- 1.8. **Transport Vehicles:** any vessel, barge, motor vehicle, railcar, trailer, container, tank or other vehicle or transport accessory to be used for the Cargo carriage.
- 1.9. **RCT Territory:** a territory (incl. territory of the customs warehouse status), at which RCT renders its services and the manager of which it is.
- 1.10. **RCT Services:** any services rendered by RCT to the CLIENTS under the Contract, including as follows:
  - 1.10.1. Cargo handling and storage;
  - 1.10.2. Use of berths and ship's supply;
  - 1.10.3. Cargo securing, packing, marking, weighing, sorting and tally as well as transportation and other similar Cargo handling operations;
  - 1.10.4. Processing of the Cargo forwarding, transportation and customs documents.

## 2. APPLICATION OF THE GENERAL CONDITIONS

- 2.1. RCT has rights unilaterally to make amendments to the General Conditions informing in written the CLIENT about it as soon as possible. A consolidated edition of the General Conditions is available on RCT homepage:
  - 2.1.1. Text in Latvian language: <http://www.rto.lv/lv/pakalpojumi/terminalu-operacijas/rigas-centralais-terminalis/>
  - 2.1.2. Text in English language: <http://www.rto.lv/en/services/terminal-operations/rigas-centralais-terminalis/>
- 2.2. The General Conditions are relevant to all services carried out by RCT, unless another understanding in writing is stated between RCT and the CLIENT.
- 2.3. The General Conditions are binding upon the CLIENT. When the CLIENT or its representative delivers any Cargo or any transport vehicles to the RCT territory, it means that the General Conditions are observed and applied tacitly.

## 3. PROCEDURE OF REQUESTING FOR SERVICES

- 3.1. Before 11.00, the CLIENT submits a precise written request (giving the Contract number, Cargo description, size, amount of transport units and time of delivery as well as required services) for the next 24 hours. Before 16.00, in addition to the request, the CLIENT supplies to RCT a detailed specification of the request. RCT shall approve the request within 12 hours (as of the request receiving moment). RCT has rights to refuse the Cargo handling, if this condition is not met.
- 3.2. Unless different procedure is stipulated in the Contract, the CLIENT notifies RCT about the Cargo delivery and release schedule for the next month before the 20th date of each month. This schedule consists of Cargo nomenclature and amount.
- 3.3. RCT disclaims any responsibility for the requests, which are not approved in writing, nor for consequences of the fulfilment of an incorrect request.
- 3.4. All operative correspondence on approved Cargo handling between RCT and the CLIENT can be performed by fax or electronic mail address stated in the Contract providing for an opportunity to follow up the documents by reference. This form of correspondence shall not be applicable, if another procedure is stipulated by normative acts or a special agreement.
- 3.5. The CLIENT issues a written power of attorney to RCT for the persons who are entitled for the CLIENT to request for a service, approve the documents prepared by RCT and carry out any other required formalities at the RCT territory.

## 4. RENDERING OF SERVICES

- 4.1. RCT shall provide Cargo handling services according to the internal technologies of Cargo handling with proper personnel, equipment and facilities not causing damages to the Cargo and following to the handling technology scheme.

- 4.2. RCT provides services and processes Cargo and customs documents on weekdays, at 8.00 to 20.00. The documents shall be executed within 24 hours after the Cargo handling (except for weekends), unless otherwise agreed by the CLIENT and RCT.
- 4.3. RCT has rights to stop the Cargo handling, when the wind speed exceeds 10 metres per second or the air temperature is lower than -25 centigrade degrees.
- 4.4. If the CLIENT fails paying an invoice of RCT services in time in accordance with the General Conditions and Contract, RCT has rights to stop rendering services to the CLIENT until full payment of the invoice. The Cargo storage period is not stopped in that case.
- 4.5. Transport vehicles will be maintained as approved by RCT. If the Cargo handling period is not agreed, RCT shall not be responsible for any costs or expenses arisen because of the services not provided in good time.
- 4.6. It is not a responsibility of RCT to order transport vehicles, unless otherwise agreed by RCT and the CLIENT.
- 4.7. RCT has rights to ask the CLIENT to prove its rights to the Cargo and transport vehicle.
- 4.8. Special tariffs will be applied to the unforeseen services provided to the CLIENT (not stipulated in the Contract). Previously unforeseen services are services, which are not stipulated in the Contract and which are carried out in accordance with the handling of the Cargo specified in the Contract (the Cargo is damaged, has improper package or similar and cannot be handled under the technological scheme specified in the Contract). RCT will provide such contractually unstipulated services upon receipt of the CLIENT's request in writing.
- 4.9. The charge of the unstipulated services forms by multiplication of the actual time of providing the services and special tariff. Special tariffs of unstipulated services for the RCT personnel and units of machinery involved in the Cargo handling are as follows:
  - 4.9.1. Man-hour (one working hour of RCT worker): EUR 25.00;
  - 4.9.2. Mobile equipment hour (one working hour of RCT equipment unit, not crane), incl. a mobile equipment operator's working hour: EUR 50.00;
  - 4.9.3. Crane equipment hour (one working hour of crane), incl. a crane equipment operator's working hour: EUR 150.00.
- 4.10. If additional Cargo handling service, requested from CLIENT in written, is not stipulated in Contract and charge of this service according to RCT internal calculation is not more than EUR 500.00 (without value-added tax), RCT has rights to confirm provision of this service (without amendments in Contract) after guarantee letter with defined service and charge from CLIENT is received.
- 4.11. When the Cargo is being accepted or released, the CLIENT or its authorised representative has rights to attend to the Cargo handling procedure.
- 4.12. When the Cargo is being accepted or released, a Cargo Receive Report or Cargo Release Report is executed for the CLIENT. Mentioned reports shall be executed by RCT and signed by the CLIENT within 24 hours after performance of the handling operations. No claims for the Cargo condition shall be admitted by RCT after the reports have been signed.
- 4.13. If RCT detects any damage to the Cargo upon Cargo receive or prior to the Cargo handling, RCT and the CLIENT sign a General Form of Cargo damage report. RCT has rights to stop the Cargo handling until the General Form of report is signed.
- 4.14. If the CLIENT or its authorised representative does not participate to the Cargo handling procedure and Cargo damage is detected, it shall be an obligation of the CLIENT or its authorised representative to arrive in the Cargo handling location within 1 hour. Otherwise, the CLIENT shall pay to RCT for idle-time.
- 4.15. If the services under the CLIENT's request cannot be started due to the CLIENT's fault (delayed transport vehicle, not executed documents, etc.), the CLIENT shall pay to RCT for idle-time and RCT shall render services within its possibilities. In that case, RCT will not be responsible for the CLIENT's losses.
  - 4.15.1. If the CLIENT fails to submit a written cancellation of the Cargo handling within 2 hours as of the time fixed in the request, the CLIENT shall lose its turn. If any other cargo handling is approved within these two hours, RCT will service (within its possibilities) the CLIENT who has exceeded the time limit approved by RCT.
  - 4.15.2. If the CLIENT fails to submit a written cancellation within 2 hours, the CLIENT shall pay to RCT for idle-time. The idle-time period starts in 2 hours after the time in approved request.
- 4.16. The idle-time charge is formed by multiplication of the actual idle-time and special tariff. Special tariff of idle-time for the RCT personnel and units of machinery involved in the Cargo handling are as follows:
  - 4.16.1. Man-hour (one working hour of RCT worker): EUR 9.00;
  - 4.16.2. Mobile equipment hour (one working hour of RCT equipment unit, not crane) working hour, incl. a mobile equipment operator's working hour): EUR 15.00;
  - 4.16.3. Hoisting equipment hour (one working hour of crane), incl. a hoisting equipment operator's working hour: EUR 50.00.
- 4.17. After the Cargo handling it is an obligation of the CLIENT to take out any packing (which has been used for the Cargo support or security and become unfit or empty) from the RCT territory within 1 working day as of the Cargo handling date. If the CLIENT fails to comply the requirement within above period (or its extension, if so allowed by RCT), RCT has rights to get rid of the packing at its discretion (selling or destroying thereof), and the CLIENT shall compensate RCT for any expenses thus arisen.
- 4.18. RCT and the CLIENT must sign a General Form of Cargo garbage amount report as soon as possible after the Cargo handling. The CLIENT's Cargo garbage management charge is EUR 100.00 per cubic metre of garbage.

- 4.19. It is an obligation of the CLIENT to release the RCT railway access tracks within 4 hours after the Cargo handling is performed and Cargo accompanying documents are executed. If RCT approves the CLIENT's request for unplanned keeping of railway cars at the RCT territory without the Cargo handling operations, the RCT railway infrastructure usage charge is EUR 1.00 per railway car in an hour.
- 4.20. If RCT approves the CLIENT's request for a berth usage of cargo vessel without the Cargo handling operations, the berth usage charge is EUR 0.003 per vessel's gross tonnage (GT) in an hour, but not less than EUR 70.00 per vessel in 24 hours.

## 5. CUSTOMS FORMALITIES

- 5.1. In spite of realization order of the customs Cargo clearance procedure (stipulated in the Contract), the CLIENT must present the following documents to RCT upon Cargo delivery to the RCT customs warehouse:
  - 5.1.1. Affirmative documents of the Cargo origin and customs status;
  - 5.1.2. Dual-purpose licence for strategic Cargo.
- 5.2. RCT provides general (single) guarantee of possible customs debt and the Cargo clearance formalities, unless otherwise agreed by RCT and the CLIENT. In that case, the CLIENT must present the following to RCT upon Cargo delivery to the RCT customs warehouse:
  - 5.2.1. Documents of customs clearance;
  - 5.2.2. Cargo related documents;
  - 5.2.3. Transport related documents.
- 5.3. If the customs formalities are concluded by the CLIENT and the status of Cargo is non-Community goods:
  - 5.3.1. Bringing the Cargo to the RCT customs warehouse, the CLIENT must submit (before the Cargo unloading) cleared customs declaration Admission to Customs Warehouse (IM7) or Pre-declaration document (PMD) and Cargo related documents with copies of previous customs procedure documents, to the RCT Customs Department as soon as possible;
  - 5.3.2. After the Cargo loading and before the Cargo release from the RCT customs warehouse, the CLIENT shall present copies of all the Cargo related documents and customs declarations (documents under which the Cargo is to be taken out from the RCT customs warehouse) to the RCT Customs Department;
  - 5.3.3. On RCT request, the CLIENT must submit additionally required Cargo related documents and information necessary for the verification of use of a proper customs procedure.
- 5.4. The CLIENT is responsible for the precision and correctness of the customs clearing documents, Cargo related documents and supplementary information relevant to above documents.
- 5.5. Accepting the CLIENT's Cargo to the customs warehouse, RCT notifies the CLIENT and customs authority of the Republic of Latvia of inconsistency of the Cargo or customs seal and further shall act according to instructions from customs authority of the Republic of Latvia notifying thereof to the CLIENT. In that case, RCT shall make a Cargo inspection report in accordance with the existing normative acts.
- 5.6. The CLIENT compensates to RCT any costs or expenses arisen in the case stipulated in Article 5.5. above.

## 6. FORWARDING FORMALITIES

- 6.1. When signing a Contract of forwarding services, the CLIENT authorises RCT to conclude any formalities related to Cargo forwarding and transportation and other services related to the Cargo transportation.
- 6.2. Prior to commencement of the forwarding service, the CLIENT submits timely to RCT an application, instruction, and documents and information about organisation of carriage as requested additionally by RCT. The CLIENT assures that such information complies with the submitted Cargo related documents.
- 6.3. RCT disclaims responsibility:
  - 6.3.1. for any consequences of the fulfilment of an incorrect application;
  - 6.3.2. for idle-time of transport vehicles due to their non-acceptance at the railway stations or terminals, if:
    - 6.3.2.1. the transport vehicles do not meet technical requirements of the railway, marine or motor transport, or
    - 6.3.2.2. the Cargo related documents (incl. invoice, certificates, specifications etc.) do not meet requirements fixed by the carrier or in the applied normative acts.
  - 6.3.3. if the Cargo carrier (a third person) has not fulfilled contractual obligations between RCT and the Cargo carrier;
  - 6.3.4. for the Cargo delivery date or the Cargo condition during transportation.

## 7. TECHNOLOGICAL SUPPORT

- 7.1. When concluding the Contract, the CLIENT and RCT must coordinate the Cargo handling technological scheme for non-standard Cargo and usable mechanisms and auxiliaries.
- 7.2. Whenever required (on RCT request), the CLIENT provides extra required materials for the performance of special works.
- 7.3. RCT shall be not responsible for any eventual damages to the Cargo or transport vehicles, if the actual Cargo weight, centre of gravity or lifting points differs from what is designated in the CLIENT's documents, and if the CLIENT's extra materials are non-compliance with standards. In that case, the CLIENT bears full responsibility for the compensation of any losses.

- 7.4. RCT shall provide for inspection of the technical condition of railway cars before and after the railway car unloading or loading. If there are any damages to the railway cars, a railway car technical condition report shall be made. RCT is not responsible for damages to the railway cars arisen before the railway cars are accepted at the RCT territory or after they leave the RCT territory. The CLIENT is responsible for any damages arisen after the railway cars are taken out of the RCT territory.
- 7.5. RCT shall secure the Cargo and remove the fastenings, when so it is determined in the Contract and requested in writing by the CLIENT.

## **8. ADMISSION OF VESSELS**

- 8.1. Vessels shall be only admitted for discharge or loading at the time coordinated with RCT and solely after approval in writing by RCT. RCT shall approve the vessel admission for handling at 08.00 to 17.00 on working days or at 08.00 to 12.00 on Saturdays or Sundays.
- 8.2. To have the vessel admission time coordinated, it is an obligation of the CLIENT to send the following information to RCT 72 hours before the vessel's arrival:
  - 8.2.1. a copy of the International Tonnage Certificate;
  - 8.2.2. estimate time and date of arrival;
  - 8.2.3. information about the Cargo onboard and its positioning (Cargo plan);
  - 8.2.4. description, amount, weight and other required information of the Cargo to be loaded or discharged;
  - 8.2.5. notice of the nature of the Dangerous Cargo;
  - 8.2.6. independent surveyor for the Cargo condition and amount assessment;
  - 8.2.7. maximum draught of the vessel before and after the Cargo discharge and loading;
  - 8.2.8. planned schedule of Cargo discharge or loading;
  - 8.2.9. affirmative documents of the Cargo customs status and relevant customs procedure (if any);
  - 8.2.10. affirmative documents of the Cargo purchase-selling fact, or Cargo holder and Cargo invoice value;
  - 8.2.11. the Cargo conformity to the strategic cargo status;
  - 8.2.12. dual-purpose licence for strategic Cargo.
- 8.3. The CLIENT shall send in advance any changes of information referred to in Article 8.2. hereof or approval of non-changes 48 hours before the vessel's arrival. The CLIENT shall supply supplementary information on RCT request.

## **9. ACTIVITIES BEFORE THE VESSEL HANDLING**

- 9.1. Prior to the commencement of handling works, the CLIENT shall notify RCT of the vessel readiness for loading or discharging and give a Notice of Readiness to be approved by RCT within one hour upon conclusion of any other formalities.
- 9.2. The CLIENT shall submit the following documents to RCT after the Cargo loading to or discharging from the vessel:
  - 9.2.1. Bill of Lading – 1 copy;
  - 9.2.2. A copy of the International Tonnage Certificate – 1 copy;
  - 9.2.3. Statement of Facts – 1 copy;
  - 9.2.4. Cargo Plan – 1 copy;
  - 9.2.5. Loading Order – 4 copies.
- 9.3. Prior to the commencement of loading, the CLIENT prepares the Cargo Plan and makes coordination with its approval by RCT and the master.
- 9.4. If the Cargo requisites designated in the Loading Order are changed or extra Cargo appear not in accordance with what is designated in the Loading Order, the CLIENT submits to RCT an application bearing a note by a customs or any other competent public authority prior to the commencement of relevant handling operations.

## **10. VESSEL HANDLING**

- 10.1. Unless any other agreement is concluded, RCT shall provide a safe and suitable berth to the vessel. If the estimated time of arrival exceeds the previously determined limit after RCT has approved the admission or there are any changes in information affecting adversely the rendering of services to another vessel, the vessel which information has changed shall lose its turn to a berth and crane. In that case, RCT shall do its utmost to provide for a suitable berth at the RCT territory as soon as possible.
- 10.2. It shall not be an obligation of RCT to accept the vessel loading or discharging changes after the vessel has been berthed, if such changes would affect adversely the rendering of services to another CLIENT. If the vessel type is different or Cargo amount is not notified and RCT decides that it would affect security or give rise to peril, RCT has rights to cancel the vessel discharge and even demand that the vessel should leave the RCT berth. RCT shall not be responsible for any direct or indirect losses in that case.
- 10.3. In case of emergency or if demanded by public authorities, the vessels could be requested to leave the occupied berths. Such request can be only made if the weather conditions allow for safe navigation in Riga Port.
- 10.4. Unless otherwise agreed by RCT and the CLIENT, RCT shall not compensate for demurrage because of untimely Cargo handling, and the CLIENT shall not pay dispatch for Cargo handling (no demurrage/no dispatch).

**11. DRY-BULK CARGO HANDLING**

- 11.1. Weight of the dry-bulk Cargo loaded to the vessel shall be determined on the basis of the Bill of Lading signed by the master, and draught statements.
- 11.2. Weight of the dry-bulk Cargo loaded to the railway cars shall be determined on the basis of the re-weighted Cargo supplied by the CLIENT.
- 11.3. On RCT request, the CLIENT shall provide for required documentary support of the Cargo excess or shortage.
- 11.4. RCT shall not be responsible for the dry-bulk Cargo excess or shortage.
- 11.5. While being handled, the dry-bulk Cargo should be in a normal loose condition not asking for additional loosening or grinding; otherwise, the handling tariff could be recalculated and the handling could be suspended until the relevant issue is brought to a close.
- 11.6. The CLIENT provides that the dry-bulk Cargo storage area is cleaned from waste and cleaned up within 1 day after the Cargo was released from the RCT territory. If the CLIENT fails doing it at the mentioned time (or its prolongation, if so allowed by RCT), RCT shall be entitled to dispose of the waste at its own discretion, and the CLIENT shall compensate for any expenses thus incurred by RCT.
- 11.7. When dry-bulk Cargo is being discharged from the vessel, the vessel should be suitable for dry-bulk Cargo carriage with sufficiently wide hold hatches so that the discharging could be carried out freely with the technological methods determined by RCT.

**12. BERTH USAGE CHARGE RATES AND PAYMENT PROCEDURE**

- 12.1. RCT applies the following tariffs for the following services requested in writing by the CLIENT and approved by RCT:
 

12.1.1.	Electrical power connection (connection and disconnection in total)	EUR	25.00
12.1.2.	Consumed electrical power charge: according to RCT actual expenses		
12.1.3.	Payment for supplied water (per 1 ton)	EUR	2.00
12.1.4.	RCT water-supply services:		
12.1.4.1.	water supply (connection and disconnection in total)	EUR	25.00
12.1.4.2.	usage of the vessel's water-supply pipeline (per 1 ton)	EUR	1.00
12.1.4.3.	usage of the RCT water-supply pipeline (per 1 ton)	EUR	1.50
12.1.5.	Vessel mooring – unmooring berth operator's services:		
12.1.5.1.	vessels with tonnage up to 500 GT (per operation)	EUR	50.00
12.1.5.2.	vessels with tonnage from 501 to 2 000 GT (per operation)	EUR	60.00
12.1.5.3.	vessels with tonnage from 2 001 to 4 000 GT (per operation)	EUR	70.00
12.1.5.4.	vessels with tonnage from 4 001 to 6 000 GT (per operation)	EUR	85.00
12.1.5.5.	vessels with tonnage from 6 001 to 10 000 GT (per operation)	EUR	95.00
12.1.5.6.	vessels with tonnage from 10 001 to 15 000 GT (per operation)	EUR	115.00
12.1.5.7.	vessels with tonnage from 15 001 to 20 000 GT (per operation)	EUR	135.00
12.1.5.8.	vessels with tonnage from 20 001 to 30 000 GT (per operation)	EUR	155.00
12.1.5.9.	vessels with tonnage from 30 001 to 40 000 GT (per operation)	EUR	180.00
12.1.5.10.	vessels with tonnage from 40 001 to 50 000 GT (per operation)	EUR	205.00
12.1.5.11.	vessels with tonnage over 50 001 GT (per operation)	EUR	230.00
- 12.2. When the vessel is moored between the berths at the RCT territory for the first time, no tariffs for the vessel mooring – unmooring services is charged. A tariff at the rate of 50% of the vessel mooring – unmooring tariff is charged for each next re-mooring operation.
- 12.3. RCT shall send an invoice of performed services to the CLIENT after the performance of works on the basis of a mutually signed document. The CLIENT shall pay the invoice within 5 working days after the invoicing date.
- 12.4. The CLIENT shall vacate the RCT berth (if no handling operations are carried out) within 4 hours after all relevant documents have been executed. The CLIENT shall pay a contractual penalty EUR 0.03 per GT in an hour for each exceeded hour. The contractual fine shall not apply for the period of conditions unsuitable for navigation (according to information supplied by the hydrometeorology service), fire or technical failure onboard.
- 12.5. A prohibition to leave the berth imposed by public authorities of the Republic of Latvia (customs, police, frontier control, Riga Free Port Master's Office) shall not apply to the force-majeure circumstances.
- 12.6. If there are any disagreements between RCT and the CLIENT about the actual amount of Cargo, the amount of Cargo shall be determined by re-measuring the Cargo in presence of an independent surveyor. If the actual amount of Cargo after re-measuring contradicts with recorded in the related documents, RCT shall invoice the CLIENT for the rendered services on the basis of the actual amount of Cargo and all expenses of re-measuring of the Cargo amount.

**13. RESPONSIBILITY OF THE CLIENT AND RCT**

- 13.1. The CLIENT and the CLIENT's authorised representatives (personnel included) undertake:
  - 13.1.1. to send one's authorised representatives to be instructed on the standing order and fire safety rules at the RCT territory by the RCT executive for labour safety and security matters;



- 13.1.2. to observe the general principles of order and admission regime conditions; labour safety and security, fire safety, traffic and other rules and regulations operating at the RCT territory pertaining to above documents;
- 13.1.3. to have coordinated with the RCT Administration the presence of one's authorised representatives at the RCT territory for each vessel, Cargo handling procedure or other operations appointing a representative responsible for labour safety and security;
- 13.1.4. to instruct one's authorised representatives in the place of work on the labour safety and security regulations (eventual risks).
- 13.2. It is forbidden for the CLIENT and/or the CLIENT's authorised representatives to take pictures and videos at the RCT territory without coordination with and approval from the RCT Board.
- 13.3. If the Cargo position in a transport unit or the Cargo condition is not in accordance with the CLIENT's request, the Cargo Plan or other Cargo related documents, which would increase the RCT expenses, RCT has rights to apply higher tariffs for the service.
- 13.4. RCT shall be responsible for the Cargo condition and amount in a period from signing the Cargo acceptance documents to signing the Cargo release documents considering into account admissible technological shortage of the Cargo handling stated in normative acts of the Republic of Latvia.
- 13.5. RCT shall not be responsible for:
  - 13.5.1. any damages to the Cargo or transport vehicle or losses before or after the RCT services are rendered at the RCT territory;
  - 13.5.2. any damages to the Cargo or transport vehicle or losses, if the CLIENT has supplied incorrect, inaccurate or incomplete data of the technological schemes;
  - 13.5.3. services rendered to the CLIENT by any third persons engaged by the CLIENT;
  - 13.5.4. non-contacting or transfer of incorrect data or instructions from the CLIENT or third persons engaged by the CLIENT;
  - 13.5.5. any claims caused by unforeseen failure of the CLIENT's equipment;
  - 13.5.6. the CLIENT's lost profit and any obligations (contractual or lawful) of the CLIENT or third person.
- 13.6. RCT is not responsible for the CLIENT's liabilities or losses caused by the condition or accessibility of berths in the RCT territory, except for when the Cargo acceptance has been approved.
- 13.7. The CLIENT and RCT are responsible for making a statement, if any damages occurred to the CLIENT's Cargo or reduction of any other material value belonged to the CLIENT or RCT at the RCT territory have been stated.
- 13.8. If the parties fail coming to an understanding in case of claiming, the Parties have rights to involve independent experts.
- 13.9. No claims, on which a damage statement is not made nor approved in writing by both Parties, shall be admitted valid.
- 13.10. The RCT responsibility for any damaged or lost Cargo shall be equal to the Cargo value as fixed in the invoice, but not exceeding EUR 870.00 per package or unit, or EUR 2.50 per gross kilogramme of the Cargo. Any container or other transport equipment together with the conditional Cargo content is deemed as one package or unit.

#### **14. PAYMENT PROCEDURE**

- 14.1. The payment amount for services rendered by RCT to the CLIENT is calculated according to tariff rates stipulated in the Contract and General Conditions on the basis of the Cargo handling report signed by the parties.
- 14.2. If tariffs for particular services are not stated in the Contract, payment of these services is paid according to tariffs stated by RCT.
- 14.3. The CLIENT pays for the services rendered by RCT by an electronically made invoice issued by RCT.
- 14.4. RCT sends the invoice to the CLIENT's electronic mail address stated in the Contract. If the CLIENT disagrees with the invoice issued by RCT, the CLIENT brings a grounded claim against the invoice in writing within 5 working days after the invoice has been sent.
- 14.5. The CLIENT pays all invoices issued to its name within 5 working days after the invoicing date.
- 14.6. The Cargo storage invoice is issued by RCT to the CLIENT before the 5<sup>th</sup> date for the previous month.
- 14.7. The CLIENT shall pay a contractual penalty for the delay in the payment of the invoice issued by RCT and accepted by the CLIENT: 1% a day of the outstanding amount for each day of delay.
- 14.8. A coefficient 2.0 is applied to the Cargo handling tariffs stipulated in the Contract for the Cargo handling on the public holidays of Republic of Latvia. A coefficient 1.5 is applied to the Cargo handling tariffs stipulated in the Contract for the Cargo handling on Saturdays or Sundays (if these days are not public holidays of the Republic of Latvia).
- 14.9. A coefficient 1.5 is applied to the Cargo handling tariffs stipulated in the Contract for the Cargo handling on weekdays at 20.00 to 8.00.
- 14.10. Provisions of Articles 14.8. and 14.9. above is not relevant to the operation of the Cargo discharge from or loading to the vessel.
- 14.11. Service tariffs stipulated in the Contract are stated without the value-added tax (VAT), envisaged in the Republic of Latvia law.

## **15. OTHER PROVISIONS**

- 15.1. The authorization to sign documents in the name of the CLIENT is attributed to the persons presenting a power of attorney approved by the CLIENT (in which the name, surname, passport or other identification document and number are given) defining the scope of the authority and one's identification document.
- 15.2. The party notifies the other Party in writing of any changes in CLIENT's requisites as soon as possible.
- 15.3. At the period of the Contract or thereafter any publicly unavailable information related to the Parties is deemed as confidential. RCT and the CLIENT will not disclose any confidential information to third persons. A Party infringing the provision compensates the other Party for any losses incurred.
- 15.4. Infringement of the provision of confidentiality entitles to the unilateral termination of the Contract.

## **16. SETTLEMENT OF DISPUTES**

- 16.1. The Parties shall do their utmost to have settled by way of negotiations any differences eventually arisen through fulfilment of the Contract.
- 16.2. If the Parties fail reaching a mutual understanding in case of a dispute, it will be settled in the First Arbitration Court (7-4 Leona Paegles Street, Sigulda, Riga Region, Zip Code LV-2150) in accordance with the Arbitration Rules and Regulations, though a written proceeding by one arbitrator in the Latvian language in accordance with the Republic of Latvia regulatory acts.

## **17. FORCE-MAJEURE**

- 17.1. If RCT or the CLIENT is unable to fulfil (whether in full or in part) their obligations because of the circumstances admitted as force-majeure (fire, natural calamities, war, military operations of any kind, strikes, amendments to the regulatory acts, etc.), RCT and the CLIENT shall extend the Contract period for the period of such circumstances.
- 17.2. If the force majeure circumstances last for over a month, RCT and the CLIENT shall be entitled to refuse further fulfilment of the Contract notifying the other Party in writing of its unilateral withdrawal from the Contract.
- 17.3. The Party for which it becomes impossible to perform its obligations under the Contract because of the force-majeure circumstances, must notify in writing the other Party on the commencement of such circumstances and its actual period. The Party referring to the force-majeure circumstances shall submit to the other Party a relevant approval of a competent public authority or reference to the normative act on such the force-majeure circumstances not later than during one month.

**Appendix No 1****THE NECESSARY INFORMATION**

FOR PREPARATION OF CARGO SERVICE CONTRACT

**CLIENT**

Company	
Contact person	
Phone No / E-mail	

**INFORMATION ON CARGO**

1. The name, origin of the cargo	
2. Customs procedure with which the cargo shall be brought in RCT	
3. Customs procedure with which the cargo shall be brought out of RCT	
4. Packing	
5. Gross weight	
6. Dimensions	
7. The specific weight of bulk cargo	
8. IMO class	
9. Additional information	
10. The cargo flow period	
11. The total amount of the cargo	
12. The amount of cargo per month	

**RELOADING VARIANTS (for example, container – warehouse – closed carriage)**

Reloading scheme	24 hours loading rate
13.	
14.	
15.	

**ADDITIONAL TASKS (mark the necessary with X)**

16. Weighing  18. Repacking  20. Sealing   
 17. Sorting  19. Canting  Other

21. Other additional services:	
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**CARGO STORAGE (mark the necessary with X)**

22. Open warehouse  24. Without t° control  From  °C to  °C  
 23. Closed warehouse  25. With t° control

26. Simultaneous storage norm	
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**THE DISPATCHER ENSURES WITH ADDITIONALLY REQUIRED MATERIALS (mark the necessary with X)**

27. Special strip bands	<input type="checkbox"/>
28. Separation	<input type="checkbox"/>
29. Reserve packing	<input type="checkbox"/>
30. Other	

**SPECIAL INFORMATION THAT MUST BE SENT SEPARATELY**

31. Vessel dimensions
32. Schemes with the centre of gravity and the places of stripping of the cargo
33. The cargo unit strengthening schemes in the vehicle
34. Cargo location requirements (schemes) in the vehicle coordinated with the carrier

**The information must be sent to:**

fax: +371 67326501,

e-mail: info@rto.lv