

**General terms and Conditions
for cargo handling on DP
World Novi Sad**

**HANDLING AND
WAREHOUSE SERVICES**

Novi Sad, 01.02.2021.

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1.GENERAL

These general terms and conditions of this document represent the general frame for providing the services for handling goods from vessel to trucks and vice-versa or from wagons to trucks and vice-versa for both direct and indirect handling. Quotations which are provided from DP World Novi Sad with proposed tariff for handling and acceptance from the customer imply acceptance of these terms and conditions for handling of goods at DP World Novi Sad premises.

- All users of port services shall comply with the General Terms and Conditions. The Law on Obligations, the Customs Law and other legal regulations shall apply any other aspect of port activity which has not been covered in General Terms and Conditions.
- Entry into the operational port area is allowed to persons who use the services of the Port, in compliance with the Rules of Internal Order of the "DP World Novi Sad" AD (hereinafter the Port).
- No action can be taken within the port area by any entity without the prior approval of the management of the Port and / or other Republic of Serbia relevant Authorities from which their activity are relevant for the activity of the port (Customs Authority, Border Police, Harbour Master , etc.) .
- Any activities related with the warehousing inside Port premises can be performed only using port equipment and installations and its workers. Companies or firms which perform activities similar on Port area or activities which represent the continuation of the work process, may perform their activities within the port area only with the written consent of the Port Management, which would be defined by a special contract with all rights and obligations of the parties.
- Establishing of operational places for processing of transport means (road vehicle, rail vehicle, vessel) is performed by the Port based on available capacities and nominated work technology
- Order of processing of means of transport from the previous point (loading, unloading, etc.) is done based on the order of arrival or agreement between the users of port services and the Port.
- Operations of rail wagons within the port area is carried out according to the general and special conditions of the "Serbian Railways", the provisions of the Agreement between the "Serbian Railways" and the Port, and special agreements between the users of the tracks and the Port.
- Port calculates and service charges are carried out according to the Tariff of Handling and Warehouses Services, unless otherwise agreed. Any other service charges, which are not covered by the Tariff will be calculated and contracted separately.
- For any goods with a total weight of more than 25 tons, users of port services are required to submit a notice to the Port, at least 48 hours before arrival, unless otherwise agreed, with well-defined key elements. relating to the service in question (type of service, dynamics of arrival of goods, type of goods, appearance of goods, storage requirements, ...). Moreover, the port users shall not dispatch their cargo to the port unless already agreed with the port.

1.1. Definition.

- This document will describe in detail all activities covered by DP World Novi Sad which is considering providing the services for handling goods from vessel to trucks and vice-versa or from wagons to trucks and vice-versa for both direct and indirect handling.

1.2. Customs and other formalities

- Completion of customs, sanitary, veterinary, Phyto pathological, and other formalities is duty of the user of port services. The Port is not responsible for their untimely fulfilment.

All Customs formalities are subject to the rules and regulations stipulated by the Customs office

1.3. Contracting

- Quotation for Handling and Warehouses Services represents a general offer for the provision of port services. All deviations from the positions specified in the Quotation must be specifically defined separately with an agreement which, in that case, is concluded with the users of port services.

1.4. Working hours

- Port working hours:
Monday – Sunday from 00 to 24 h
- Sundays and holidays are not considered working day, unless otherwise agreed.
- Any work performed outside regular working hours is considered overtime.
- Tariff rates relating to port services provided outside regular business hours shall be increased in accordance with item 5 of the General Tariff Provisions.
- The Port can, if required by operational and technical needs, work outside regular working hours and independently of the requirements of service users. In that case, according to the service user, it considers that work as if it was performed during regular working hours.

2. VESSEL OPERATIONS

2.1. Berthing Planning

- DP World Novi Sad will prepare its quay-wall planning considering:
 - Arrival of the barge / sloop / vessel / convoy at designated Novi Sad anchorage area
 - Notice of readiness (NOR)
 - Availability of quay-wall space
 - Submission of the Import Discharge and Export Load lists.

2.2. Availability of Quay-Wall Space / Berth.

- If due to delayed vessels etc. berth availability causes problems with the quay-wall capacity at the terminal, DP World Novi Sad Operations Manager will consult the agent to discuss priority setting for the line's vessel calls.

2.3. Detailed Vessel Call Information

- Detailed vessel call information needs to be provided by the client/ agent and also official order needs to be sent to DP World Novi Sad Operations department.
- Required information consists of:
 - Vessel name
 - ETA
 - Required ETD
 - Commodity
 - Cargo appearance
 - Quantity of the cargo
- Upon receipt of this information DP World Novi Sad will prepare the final berth and equipment / labour planning and advise the client/agent of the vessel ETB / ETD.
- In case of required changes in the requested ETA / ETD, DP World Novi Sad Operations Department will contact the client/agent to create the best workable solution.

2.4. Vessels manipulations

- Mooring schedule of the vessels is determined by the Port based on character of the handling which will be performed with cargo in question also based on available capacities.
- In case of poor complexity of cargo stacked in the vessel (during discharge operation), the Port will form a commission of representatives of the Port and shipowner in order to establish the factual situation on the spot. If commission establish that cargo is poorly stacked in the vessel, the Port is not responsible for extraordinary costs, demurrage, and possible damage of cargo itself.
- Shipowner is liable for any damage caused by his fault to the port infrastructure facilities.

3.CARGO HANDLING

3.1. Receipt, content, and form of work orders-dispositions

- The port accepts orders for work only within the limits of its technical-technological possibilities and port storage capacities.
- Requests for the provision of port services are received by the port through a written work order or by email.
- User of the service is responsible for the accuracy of the data contained in the work order. If due to incorrect data from the work order, damage occurs while in port premises, submitter (user) is obliged to compensate it.

- Work order must contain all the necessary information (type of service, type of goods, packing of goods, storage requirements etc). Along with the work order, for import goods additional documents must be submitted as are consignment note, customs declaration, etc. Work orders delivered before 11 am by the service user, the Port is obliged to accept for realization on the same day. Work orders submitted after 11 am, the Port will accept for realization on the same day on case by cases based otherwise will be postponed for next day.
- Work order can be:
 - general (for the total quantity of goods) and
 - partial (for partial quantity of the goods).

3.2. Receipt, discharge and handover of cargo

- Receipt and discharge of cargo is done in presence of representatives of the carrier and representatives of the Port. The port will handle the cargo based on declared weight and number of parcels from the transport, i.e. customs documentation or by weight found during receiving the goods in port. At the request, and at the expense of the service user, the Port is obliged to officially measure or read the weights of individual parcels and make a minute of any differences. The Port does not bear any responsibility for the weight differences. If the cargo is received at the weighbridge on the car scales of the Port, the Port is going to handle cargo according find weight during weighing of trucks . Permissible deviations are within the tolerance limits of the car electronic scale. The Port is responsible for difference beyond the limits of tolerance. If the received cargo is not weighed on car scales of the Port, and for purpose of discharge cargo is weighed, in case of discrepancy of the measured weight with the received declared weight, the Port is not responsible for any difference. The Port does not have any responsibility regarding the quality of cargo for cargo handled as direct handling and is considered as is based on instructions received from port users or their representatives to the cargo before unloading it from the means of transport..
- The Port is not responsible for hidden defects, damage, and defects of the cargo within the original packaging that it received undamaged from the carrier for storage.
- The Port is not responsible for cargo damage due to insufficient and inadequate packaging, which is not fully and adequately marked, cargo subject to spoilage, deformation of any kind, as well as all damage caused by normal handling, if not previously familiar with the properties of cargo from service users.
- The port is obliged to state remarks on the qualitative and quantitative condition of cargo or its packaging in the minutes or in a written remark on the documents which it issues or receives. The minutes or remarks shall be signed by the representative of the Port, the carrier (authorized person), representative of the customs and the cargo owner (authorized person).
- In special cases, when it is in the interest of maintaining the quality and quantity of packaged goods, the Port is authorized to, without prior permission issued by service user, make necessary repairs only to packaging of goods. Costs incurred on this basis are borne by service users.

3.3. Dangerous cargo

- DP World Novi Sad does not store any dangerous cargo on its premises.

- DP World can organize only direct handling manipulations for some dangerous goods such as ammonium nitrate.

3.4. Dispersal of the goods

- For storage of general cargo, the Port is responsible to the units of that cargo (piece, connection, rebellion, pallet, ...). The port is responsible for the number of units of received cargo. For cargo discharge of stored in bulk goods, the Port discharges cargo by declared weights. During handling of bulk goods, due to climatic, technical-technological and other conditions, the Port will, and the users of the port agreed with the below technological loses as follows :
 - For coal up to 1,5%
 - For cereals up to 1,5%
 - For road salt and fertilizers up to 2,0%
 - For ore concentrates up to 1,5%

3.5. Complaints

- Complaints addressed to the Port must be substantiated. Also, in the complaint, it is necessary to state all basic data from the work order according to which disputed service was performed.
- At the request of the Port, users of port services are obliged to prove responsibility of the Port due to shortage, damage, or other negative changes of the cargo.
- Complaints for damages will be considered by the Port only with appropriate compensation claim of service user. In case of theft, damage, or loss of cargo, incurred after receipt of cargo by the Port, the Port will make compensation up to the amount of purchase invoice value of the cargo.
- In case of incorrect application of positions from the Tariff by the Port, the users of the services have right to complain within 5 days after invoice receiving.
- The port is obliged to respond to complaints to service user within 5 days from the day of receiving it.

3.6. Right of pledge, retention, and sale

- The port has a legal right of lien and right of retention of received cargo, if the service user, within the prescribed period and after a written warning, does not reimburse port costs. The Port may sell these goods at public auction, i.e. by collecting bids, in accordance with the Law on Obligations, except for customs goods for which sale procedure is regulated by the Customs Law, to reimburse the appropriate costs. If the Port is unable to settle claims with funds obtained through a public sale, litigation for remaining difference can be initiated by the Port.
- In case of perishable goods, which cannot wait for public sale, sale will be carried out by an abbreviated procedure. The same applies to goods located in the Port, for which owner cannot be established despite the public invitation.

3.7. Shelf life

- The shelf life of goods in public warehouses is 6 months, unless otherwise is regulated by a contract with service users.
- For goods with an expiration date, owner of the goods is obliged to consider the expiration date.
- For goods whose expiration date has expired, and which adversely affects health and the environment, the Port is obliged to inform owner of the goods. The port reserves the right to handover goods for destruction in accordance with valid legal regulations, at the expense of cargo owner

3.8. Calculation and collection of fees for services rendered

- The port is obliged to issue an invoice for performed services within 3 days from the execution of services.
- Users of port services are obliged to pay invoiced amounts to the Port within 5 days from the day of issuing invoice, unless otherwise regulated by the Contract. In case of late payment, the Port will charge legal default interest.
- Users of port services are obliged to pay undisputed part of issued invoices within legal deadline, and for a possible disputable part of the costs to make a complaint within 5 days from the day of invoice receipt.

4.LIABILITY

4.1. Port's responsibility (liability)

- The Port is obliged to act with the care of a good businessman in the process of providing port services. The Port is responsible for work of port staff, only if staff does not follow prescribed technological procedure, as well as for the functionality of ports technical means, except for accidents on those means which could not have been foreseen or avoided.
- The port is liable for damages caused by non-compliance with the norms of loading or discharging only in cases when there is a concluded Contract with the user of services or the carrier of goods.
- Port's liability is excluded in following cases:
 - when disruptions occur due to factors which operate independently of the port business system:
 - natural disasters (earthquake, high or low temperature, flood, strong wind etc.)
 - power outages due to network failures outside the Port
 - when work disorders occur due to accidents (severe injuries to work force);
 - when disturbances in work are a consequence of performing customs, sanitary, veterinary, Phyto pathological, control etc.
 - when it comes to:
 - delays, shortage of the cargo due to deviations from agreed dynamics of cargo delivery
 - impossibility of adequate cargo receipt by the Port (incompleteness or ambiguity of markings on the cargo)
 - due to unfulfilled obligations of the service user

- due to downtime caused by malfunction at handling facilities longer than 24 hours (bridge and gantry cranes, container manipulator), and when there is no possibility to arrange assistance by other technical means.
- The port is obliged to, in accordance with capabilities, take necessary measures to avoid or reduce negative changes in quality and quantity of the cargo.

5. OTHER AND FINAL REGULATIONS

5.1. Prohibition of smoking and handling fire

- Smoking and handling of open flames (lit match, lighter in a burning state, etc.) is prohibited in all closed rooms and open areas where it is indicated by an appropriate inscription.

5.2. Other regulations

- At the request of service users, the Port can move cargo from one warehouse to another, if there is necessary storage space available, and if nature of the cargo requires it. Relocation costs are borne by the service users.
- Cargo can be moved from one appropriate warehouse to another if the Port has needs for relocation of cargo. The owner of cargo will be informed about it in a timely manner. In that case the Port bears costs of handling the cargo.
- Covering and special storage of cargo can be done at the request of service users. If there are no requests from service users, and stored cargo is threatened by negative changes in characteristics, the Port can cover the cargo without request from service user. The owner of cargo will be informed about it in a timely manner. Work will be performed at the expense of service users.
- Service users can transfer disposal rights during storage of goods. The Port must be notified regarding transfer of the right of disposal by a special letter. This letter must contain a statement of entity to which the right of disposal is transferred, on the assumption of past and future costs in relation to the Port.
- The port issues cargo by marks, numbers, and other characteristics only if requested by the service user, who needs to provide a work order in written.
- When it comes to receiving cargo, the Port has the right to check the data on quantity by applying so-called „trial weighing“ or draft reading of the vessel. If actual weight does not correspond to weight from the work order, service user bears incurred costs.
- Users of port services are obliged to insure cargo stored in the Port against fire and other risks to which cargo is exposed, due to cargo nature, at the time of storage.
- At the request of port services users, the Port can insure cargo against any risks that insurer accepts for the account of the principal, and in its own name, which will be regulated by a special contract.

5.3. Final regulations

- General business provisions will apply to all business relations between users of port services and the Port.

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