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Damage settlement procedure - Contractors

1 PURPOSE

This procedure is intended to indicate the most important stages of the liquidation of damage to which the Contractor or persons used by the Contractor in the performance of the Order for Baltic Hub Container Terminal Sp. z o.o. contributed and/or could have contributed.

2 SCOPE

The following procedure covers the activities performed by the parties from the moment the damage occurs due to reasons attributable to the Contractor, regardless of whether the Contractor has an insurance policy or not, through the analysis of the cause, to its full settlement and coverage of the costs incurred.

3 DEFINITIONS

Principal	Baltic Hub Container Terminal Sp. z o.o. (hereinafter referred to as "Baltic Hub")
Contractor	provider of services to the Baltic Hub
Damage	damage to the property of Baltic Hub and/or property of third parties occurring on the premises of Baltic Hub as a result of an event or circumstances that could have contributed to that event

4 GENERAL GUIDELINES

- 4.1 The Contractor is liable for damages incurred during the provision of services as a result of improper provision of services, including damages caused by persons used by the Contractor in the performance of services.
- 4.2 All receivables resulting from the Damage incurred **are settled directly between Baltic Hub and the Contractor**, without the mediation of the Contractor's insurer. Baltic Hub may allow - only in justified cases - the possibility of paying compensation to Baltic Hub directly from the Contractor's insurer.

5 PROCEDURE DETAILS

5.1 **Damage report and inspection**

- 5.1.1 The Contractor is obliged to immediately inform the Shift Manager about any incidents or accidents occurring on the premises of the Baltic Hub.
- 5.1.2 Information about the event together with documentation, the Loss reference number and the estimated value of the Loss (if known at this stage) is sent by e-mail to the Contractor by an employee of the Claims Team within 2 business days from the date of the event.

- 5.1.3 The Contractor has the right to submit comments to the estimated value of the Damage via email within 7 working days. For the avoidance of doubt, submitting comments does not suspend repair work on the damaged property.
- 5.1.4 The Contractor is obliged to report the need for an inspection by their expert by e-mail within 3 working days from the date of receiving information about the event, specifying the date and time of the inspection. Confirmation of the inspection is sent by an employee of the Claims Team. In the absence of such a notification, it is considered that the Contractor has waived the possibility of performing the inspection.
- 5.1.5 The presence of the Contractor's representative is required each time an inspection is performed by the Contractor's expert.

5.2 Incident Analysis Team

- 5.2.1 Baltic Hub may appoint an Incident Analysis Team (hereinafter referred to as the "Team") to clarify the circumstances of the incident.
- 5.2.2 In situations where there are no doubts as to guilt and liability, i.e. when the Contractor's representative admitted guilt and when there were no other participants in the incident, Baltic Hub does not appoint the above-mentioned Team.
- 5.2.3 The Contractor is informed by e-mail about the need to convene a meeting of the Team by a representative of the Claims Team.
- 5.2.4 If a participant in the event and the Contractor's representative fail to appear at the Team meeting, it is deemed that the Contractor fully accepts the Team's decision.
- 5.2.5 The Claims Team representative sends the Contractor the final conclusions from the Team meeting. For the avoidance of doubt, the Team does not determine the value of the Damage.
- 5.2.6 Failure to submit comments on the applications within 7 working days from the date of receipt of the documentation shall constitute their acceptance by the Contractor.
- 5.2.7 In the event of questioning the Team's conclusions, Baltic Hub and the Contractor will be obliged to appoint an independent expert who will determine the cause of the incident. For the avoidance of doubt, in the event of confirmation of the Team's position by the independent expert referred to above, the Contractor will be charged for the service of the independent expert.

5.3 Damage Settlement

- 5.3.1 The final estimate of the Damage is determined after the repair is completed.
- 5.3.2 Baltic Hub prepares a document containing the final valuation of the Damage and sends it to the Contractor by e-mail and/or by letter.
- 5.3.3 The Contractor has 5 working days to submit comments on the final Damage estimate.
- 5.3.4 Baltic Hub will respond to submitted comments within 5 working days.
- 5.3.5 If the Contractor does not submit any comments within 5 working days from the date of presentation of the final valuation of the Damage by Baltic Hub (with the possibility of extending the deadline to 10 business days), it is deemed that the Contractor has accepted the final valuation of the Damage.
- 5.3.6 Immediately after the Contractor accepts the final valuation of the Damage, Baltic Hub will issue and send the Contractor an appropriate accounting document (e.g. invoice).
- 5.3.7 In the event of non-payment by the date indicated in the accounting document, Baltic Hub has the right to offset the receivable against an invoice issued by the Contractor.