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PROCEDURE APPLICABLE IN THE EVENT OF EMERGENCY LEAKAGE/SPILLAGE OF SUBSTANCES FROM CONTAINERS

1 PURPOSE

Indication of the most important aspects of actions taken in the event of an emergency leak/discharge of substances from containers at the Baltic Hub Container Terminal (hereinafter referred to as "BHCT") and removal of their effects by minimizing the negative impact on the environment, securing the cargo, on the operation of BHCT, including occupational safety.

2 SCOPE

The procedure covers actions taken by the parties involved in the process of removing the effects of a leak/spill of substances from containers by identifying the type of substance and carrying out the necessary actions with the participation of specialist services, until full settlement and coverage of the resulting costs by the Client.

3 DEFINITIONS

Number	Acronym	Full name
1	BHCT	Baltic Hub Container Terminal
2	Client	The container operator who is in an obligation relationship with BHCT
3	Subcontractor	A specialist company that provides services relating to removal of the consequences of leakage/spillage

4 GENERAL GUIDELINES

4.1 Any leak/spill of a substance from a container is treated as potentially dangerous to the operation of the BHCT, to work safety, and to the environment and cargo security.

4.2 If a leak/spill is detected, BHCT will inform the Client by email and/or phone and take immediate preventive measures. Upon receiving this information, Client is obligated to immediately provide the material's safety data sheet.

4.3 All actions taken at BHCT related to the removal of the effects of a spill/spill must be in accordance with the Safety Guide, which is available on the website: <https://baltichub.com/en/for-customer/documents-and-regulations>

5 DETAILS OF THE PROCEDURE

5.1 Rescue actions

- 5.1.1 The container in which leakage/spillage of substances was found at the time of its discharge from a ship / handling, in the course of storage or handling from/to land means of transport, will be immediately carried to a specialist tube and the surrounding area will be properly protected.
- 5.1.2 The Client will be informed of the leakage/spillage by e-mail and/or phone.
- 5.1.3 BHCT's Shift Manager or an employee designated by the Shift Manager identifies the substances on the basis of the information available in Navis system and/or documentation.
- 5.1.4 In the event of finding any leakage/spillage of a substance, BHCT contacts:
 - rescue services, if hazardous substance is identified, and takes actions aimed at limiting access to the leakage/spillage, warns all people around the hazard place, without use of the containment measures,
 - or the Subcontractor, who is informed of the event and requested to clean the specialist tube and remove the leakage/spillage and dispose of the waste.
- 5.1.5 The Subcontractor takes relevant actions in compliance with safety principles, with which it will be made familiar during training and the Safety Guide.
- 5.1.6 The Client is informed by e-mail of the end of the rescue action and undertaken actions.

5.2 Settlement

- 5.2.1 The Client is obliged to cover all costs connected with removal of the consequence of the emergency situation and emptying of the specialist side tube. Depending on individual arrangements, BHCT will charge the Client with costs, or the settlement will be made directly between the Client and the Subcontractor.
- 5.2.2 The Client will be charged for the costs of actions undertaken by BHCT in accordance with: Terms of Business, point 10, the applicable BHCT Standard Tariff (complete set of documents available at <https://baltichub.com/en/for-customer/documents-and-regulations/> or as agreed separately.

5.3 Cargo remaining on BHCT after spill/leak:

- 5.3.1 Within 14 days of informing the Client of the leak/spill, the Client is obligated to remove or dispose of the cargo. The Client is obligated to immediately provide BHCT with information regarding the further purpose of the cargo held by BHCT as a result of the leak/spill and any potential cargo collection.
- 5.3.2 Failure to take the above actions within the specified timeframe will result in BHCT's authorization to make decisions regarding the cargo. Consequently, BHCT has the right to dispose of cargo (including free of charge), dispose of it, and charge the Client for any resulting disposal and storage costs. The Client waives any claims against BHCT regarding the disposal or destruction of the cargo.