

**GENERAL PROVISIONS AND REGULATIONS
FOR THE PROVISION OF PORT SERVICES
HERAKLION PORT AUTHORITY S.A.**

TABLE OF CONTENTS

A. GENERAL PROVISIONS AND REGULATIONS FOR THE PROVISION OF PORT SERVICES.....	3
CHAPTER A – GENERAL PROVISIONS	3
Article 1 – RESPONSIBILITIES AND JURISDICTIONS OF HPA S.A.....	3
Article 2 – SHIP PRIORITY	4
Article 3 – PLANNING AND EXECUTION OF PORT WORKS.....	6
Article 4 – FORMALITIES.....	6
Article 5 – OBLIGATIONS OF VESSELS	7
Article 6 – WORKING HOURS	8
Article 7 – RECEIPT, DELIVERY AND STORAGE OF GOODS.....	8
Article 8 – MOVEMENT OF GOODS FOR OPERATIONAL NEEDS	9
Article 9 – CERTIFICATION OF RIGHTS IN FAVOUR OF HPA S.A.....	9
Article 10 – COLLECTION OF PORT DUES, FEES AND CHARGES	10
CHAPTER B – REGULATIONS FOR THE USE OF MACHINERY, EQUIPMENT AND PORT FACILITIES ..	11
1. Use of machinery by HPA S.A. and granting of the right to use machinery to third parties ...	11
2. Provision of machinery by HPA S.A.....	12
3. Movement and parking of machinery within port areas.....	12
4. Machinery employment, cancellations, normal and overtime work, surcharges	12
5. Use of HPA S.A. machinery outside the Port	13

A. GENERAL PROVISIONS AND REGULATIONS FOR THE PROVISION OF PORT SERVICES

Heraklion Port Authority S.A. (H.P.A. S.A.), within the framework of its statutory purposes for the continuous improvement of the port services provided and for the development and operation of the Port of Heraklion, collects fees and charges for the provision of port and other services, the use of equipment, facilities and spaces, in accordance with the applicable tariff, the regulations and the general provisions of the Authority, which apply to all users and parties transacting with the Port of Heraklion.

CHAPTER A – GENERAL PROVISIONS

Article 1 – RESPONSIBILITIES AND JURISDICTIONS OF HPA S.A.

1. HPA S.A. has, by law, the exclusive right to use and exploit the Port and any area within the Port Land Zone. All works are carried out exclusively using the means and personnel of Heraklion Port Authority S.A.
2. In the event that HPA S.A. does not have sufficient personnel, machinery or means to cover the entire range of works it is legally obliged to provide, it reserves the right to conclude contracts with third parties for the execution of specific works, at prices not exceeding those of the applicable tariff of HPA S.A., provided that such activity is included in the applicable Tariff Provisions. Otherwise, the applicable legislation shall apply.
The contractors carrying out such works and the persons performing them must hold all legally required permits for the use of machinery and must fulfil their contractual obligations using legally employed personnel.
In the event that consignees or shippers of goods, upon justified request and for special reasons, seek to use their own mechanical means for loading, unloading or transportation, and HPA S.A. or its authorised machinery contractors are unable to provide such means, the Organisation may permit the entry and use of private machinery and accessories for the execution of the works.
In such cases, the Heraklion Port Authority S.A. shall collect a concession fee for the use of private mechanical equipment, calculated on the basis of the corresponding tariff of the Heraklion Port Authority S.A.
3. Any provision of services by third parties, including in particular loading and unloading, transport, storage, exploitation or use of premises, cleaning, security, ship catering, supply from networks, berthing, mooring, stern mooring and towing within the boundaries of the Port Zone, as well as the provision of waste reception facilities and cargo residue services, other than those permitted by law, regulation or tariff provision, shall be carried out only subject to prior permission or authorisation by HPA S.A. or the conclusion of a relevant contract. Such contract shall also specify any charges or rights payable in favour of the Organisation for the execution of the activities undertaken.
4. HPA S.A., within the framework of its commercial policy aimed at providing incentives to attract new prospective customers or to increase the activity of existing customers, may, following approval, enter into contracts with any natural or legal person in order to achieve the above objectives. Through such contracts, it may determine discounts, tariffs differing from those in force and operational facilities.
5. HPA S.A., by decision, specifies or amends regulatory or tariff provisions and the terms for granting third parties the right to use machinery, facilities and premises. For any matter not expressly provided for in the regulations governing the provision of port services or in the tariff, the Board of Directors of HPA S.A. shall decide, such decision applying exclusively to the specific case concerned.

Article 2 – SHIP PRIORITY

1.
 - (i) The berthing, mooring or stern-mooring position of each vessel within the port area, as well as any movement of a vessel, is determined by the competent department of HPA S.A., in compliance with the applicable regulations and provisions.
 - (ii) In the event of refusal to comply by any vessel, such vessel may be relocated whenever deemed necessary by HPA S.A., at the expense of the vessel's owner.
2. Priority for berthing, mooring or stern-mooring of vessels and small craft is granted based on the order of arrival, as declared to the Port Authority of Heraklion. In determining priority, the operational planning of HPA S.A. is taken into account, based on the technical characteristics of vessels and port facilities for the safe loading and unloading of ships, including depth, length and condition of the quay, ramps, land facilities, quay equipment, manoeuvring areas for machinery, as well as the classification of vessels and cargoes served (multipurpose, RO-RO, passenger vessels, bulk cargo, containers, etc.).

At the Port of Heraklion, priority based on the above criteria is granted in the following order:

1. passenger vessels – cruise ships
2. ferries
3. vessels loading or unloading using the RO-RO system at their designated berths or stern ramps
4. cargo / merchant vessels

The above priority based on order of arrival does not apply to vessels for which contracts have been concluded providing absolute priority of service, or which have been included in a system of predetermined service dates and are served on the approved and predetermined date. Such arrangements apply restrictively and only in cases of contracts providing significant benefits, at the discretion of HPA S.A. In such cases, the relevant contracts or decisions of HPA S.A. provide for special terms and obligations, including prior and adequate notification to the competent department regarding the arrival of the vessel and the requested operations, as well as the consequences of non-compliance with these obligations.

3. The competent department of HPA S.A. may alter the order of priority of vessels, where this is required, in exceptional cases, for the purposes of ensuring a more efficient and orderly operation of the port. The competent Director shall be informed accordingly.

4. Cruise Ships Priority Regulation

a. Cruise ships are served at the passenger embarkation and disembarkation berths of the passenger terminals of HPA S.A., on the basis of their annual arrival schedule, which is submitted no later than 30 June of each calendar year and *αφορά* the year after the next. Amendments to the submitted schedules may be submitted until 31 December, in accordance with the provisions set out in paragraph (c).

Based on the schedules submitted, the Cruise Ship Arrivals Programme for the year after the next is drawn up and published by the competent Department by 10 July.

In the event that it is not possible to accommodate all vessels declared in the submitted programme on specific dates, and provided that all possibilities for modification have been exhausted following consultations with the shipping companies or their representatives, the following vessels shall be served by priority:

- (i) Cruise ships using Heraklion as a port of departure or embarkation (homeport), based on the following criteria, in the order listed:
 - annual frequency of calls,
 - number of embarking and disembarking passengers,
 - technical characteristics of the vessels and their compatibility with the port facilities.

- (ii) Cruise ships carrying transit passengers that call at the port on a regular basis, ranked among themselves by applying the above criteria.

b. The Cruise Ship Arrivals Schedule for the year after the next calendar year is finalised on 10 July and published on the website of HPA S.A.

It is noted that the berth allocated to each vessel is finalised after completion of the first submission phase (30 June) and is published on 10 July together with the Schedule.

c. Arrival schedules submitted after 30 June are examined as follows:

- for submissions from 1 July to 31 December: finalisation on 10 January,
- for submissions from 1 January to 31 December of the year preceding the year of arrival: finalisation at the end of each month,
- overdue schedules submitted after the commencement of the year of arrival are examined on a case-by-case basis and are served only where feasible.

d. In cases of force majeure or serious reasons for modification or cancellation by shipping companies, priority shall apply to vessels already scheduled for the specific date, in accordance with the above criteria.

e. Requests for rescheduling of arrival dates follow the procedure set out in paragraph (c).

f. Submission of arrival schedules is carried out electronically, in spreadsheet format (Excel) or in any other format agreed with the competent service.

5. Cruise Ship Call Cancellation & Rescheduling Policy

1. General Framework

The cancellation or rescheduling of a confirmed cruise ship call to the Port of Heraklion is governed by the provisions of the applicable policy. The purpose of this regulation is to ensure the efficient operation of the port, to prevent the loss of valuable berthing capacity due to unfulfilled reservations, and to promote transparency and equal treatment among port users.

2. Scope

This policy applies to any cancellation or rescheduling of an approved cruise ship call, as confirmed by the competent department of Heraklion Port Authority S.A. (HPA S.A.).

3. Notice Deadlines and Charges

Cancellations or rescheduling without same-day replacement by another vessel of the same cruise company shall incur the following charges, depending on the time of prior notice:

Notice prior to scheduled call	G.T. ≤ 20,000	G.T. 20,001–40,000	G.T. 40,001–60,000	G.T. 60,001–80,000	G.T. > 80,000
Over 90 days	€0	€0	€0	€0	€0
31–90 days	€500	€1,000	€1,500	€2,000	€2,500
0–30 days	€1,000	€2,000	€3,000	€4,000	€5,000

The date of cancellation or rescheduling is determined by the date of submission of the written or electronic notice to HPA S.A.

4. Ship Replacement

No charge shall be imposed where the scheduled vessel is replaced by another vessel of the same cruise company, provided that the same call date is maintained.

5. Exceptions – Force Majeure

No cancellation or rescheduling charges shall be imposed where changes result from force majeure events, namely exceptional, unforeseeable and unavoidable circumstances beyond the control of the cruise company or its representatives.

Such events may include, indicatively and not exhaustively:

- severe or adverse weather conditions, confirmed by official meteorological authorities,
- technical failures or mechanical malfunctions, certified by the relevant flag State authorities or classification societies,
- health crises or pandemics at national or international level,
- official travel restrictions or port closures,
- geopolitical incidents, security alerts or enforced diversions imposed by public authorities,
- strikes or labour actions affecting the operation of the vessel or port services.

Supporting documentation shall be submitted to HPA S.A. for examination. The justification shall be evaluated by a three-member internal committee, which shall submit a recommendation for approval or rejection of the exemption to the Chief Executive Officer.

6. Payment Terms

Charges due under this policy shall be paid within twenty (20) calendar days from the date of issuance of the relevant invoice. Late payments shall be subject to surcharges in accordance with the Financial Management Regulation of the Port.

Article 3 – PLANNING AND EXECUTION OF PORT WORKS

1. The planning of port works is carried out by the competent department of Heraklion Port Authority S.A. (HPA S.A.), which, at its discretion, determines the works to be executed and the allocation of operators, machinery and other means. The priority order for the deployment of mechanical equipment for loading and unloading operations is determined based on the priority of the vessel. The number of operators, machinery and other means to be allocated to the works is determined taking into account the priority of the vessel, the available equipment and berths, the total demand for the use of mechanical means, the size of the vessel, the type of cargo, the vessels awaiting service and any other relevant operational factors.
2. The competent department or authorised personnel supervise the proper execution of the planned works, including those carried out using private mechanical means, and may take any additional measures required for the more efficient operation of the port and for emergency response.
3. In the event that, due to the fault of the vessel, the consignee or the shipper, significant delays occur in the total time of the vessel's stay at the quay, or loading and unloading operations are performed with low efficiency, or congestion conditions arise within the port or at waiting berths, the responsible officer of the Organisation may order the immediate acceleration of the works, the removal of the vessel from the quay, or the relocation of cargo from temporary storage areas, at the expense of the responsible party. The competent Director shall be informed accordingly.

Article 4 – FORMALITIES

For the execution of loading, unloading and transportation operations, the planning of works, as well as for the collection of charges due to HPA S.A., interested parties shall submit the required documents in a timely manner to the competent department. Failure by the liable parties to submit the required documents within the prescribed deadlines shall result in the exclusion of the vessel from berth scheduling, the allocation of mechanical means, the commencement of operations or the delivery of goods, as applicable. Only where feasible, at the absolute discretion of the competent service unit and following the submission of all required documentation, may the vessel or cargo be served.

1. Ship Arrival Announcement

- (a) The ship arrival announcement shall include the vessel's particulars, the IMO number, the quantity and type of cargo to be loaded or unloaded, and the indicative date and time of arrival.
- (b) For dry or solid bulk cargoes, the additional information required under Directive 2001/56/EC for their safe loading and unloading shall be provided.

(c) Upon announcement of the vessel, the relevant information concerning the reception of ship-generated waste and cargo residues by port reception facilities shall be declared.

(d) The announcement shall be submitted at least twenty-four (24) hours prior to the vessel's arrival at the port. The announcement shall be confirmed by the interested party on the day preceding the vessel's arrival, between 08:00 and 13:00.

2. Loading or Unloading Plan

Each cargo vessel shall, at least twenty-four (24) hours prior to the commencement of loading or unloading operations, or where the voyage duration is less than twenty-four (24) hours, submit to the competent department a loading or unloading plan specifying the cargo contained in each hold.

In addition to the above general obligation, all provisions laid down by law concerning plans for the safe loading and unloading of dry bulk cargoes and dangerous goods, as well as all relevant certificates required by regulation or provision, shall be complied with.

3. Cargo Manifests, Import, Export or Transit Documents

Shipowners, shipping agents, shippers and consignees shall submit to HPA S.A. a cargo declaration or other import, export or transit documents for the goods to be handled, within the deadlines provided by law and by the tariff provisions. Failure to do so shall result in the non-commencement of loading or unloading operations.

Submission of the declaration and supporting documents shall take place on the day of the vessel's arrival. The import or export declaration for foreign goods must be an exact copy of the declaration submitted to the Customs Authorities. In particular, the import declaration shall indicate:

- the delivery terms under which the cargo is handled (S.P. or FIO), which may be amended only prior to the commencement of loading or unloading operations for goods in transit by liner service,
- goods intended for transshipment, which, if not indicated on the declaration, may be declared retrospectively by means of a supplementary document, provided that unloading has not commenced in the meantime,
- the indication "explosives", "flammable" or other "dangerous goods" in the hold; such indication must also appear on the export declaration, and for each dangerous cargo, clear information shall be provided regarding its IMO classification and technical name,
- the fumigation certificate for vessels carrying grain cargoes.

4. Applications for the Allocation of Cranes, Mechanical Means, Works and Storage

Applications for the allocation of cranes, machinery, equipment and other means, as well as for the execution of works, are required for the planning and execution of loading, unloading and other operations by the Organisation. Such applications shall include a declaration of the cargo and quantities, the identification of dangerous goods, the required movements of mechanical means, any additional works requested, and vessel data required for bulk cargoes, in order to ensure the efficient and safe execution of operations.

Applications shall be submitted to the competent department in a timely manner and may be withdrawn by the interested party within a specified deadline. HPA S.A., by decision, determines the specific terms governing such applications or may amend them in accordance with operational planning needs and to ensure the accurate collection of its charges.

Article 5 – OBLIGATIONS OF VESSELS

Vessels berthed or moored at port quays are obliged:

1. To carry out loading and unloading operations in accordance with the instructions and conditions determined by the competent departments of Heraklion Port Authority S.A. (HPA S.A.).
2. To vacate the quay immediately upon completion of loading and unloading operations, or where such operations are not carried out due to the fault of the vessel or the cargo. Upon request by the interested party, the competent department of HPA S.A. may, depending on the circumstances, approve an extension of the vessel's stay.

In the event of unjustified stay of a vessel at the quay exceeding one (1) hour, compensation for idle use of port facilities shall be payable, calculated per calendar day. The charge shall amount to

a lump sum of one thousand euros (€1,000) for the first day and five hundred euros (€500) for each subsequent day of stay.

3. Each case of unjustified stay shall be examined independently by Heraklion Port Authority S.A., taking into account the actual circumstances and the operational needs of the port.
4. To carry out minor movements as instructed by the competent department of HPA S.A., in order to serve other operational needs of the port.
5. To take all appropriate measures to ensure the smooth conduct of loading and unloading operations.
6. To maintain onboard loading and unloading equipment in proper working condition.
7. To make available the necessary and appropriate tools, as well as adequate lighting.
8. To take all necessary safety measures to prevent fires, damage and accidents involving employed personnel.
9. To comply immediately and fully with any decision of the competent department requiring berthing at another quay or removal from the port, where the operational needs of the port so require.

Article 6 – WORKING HOURS

1. Normal work

Normal working hours of the services of HPA S.A. are from 07:30 to 15:00, Monday to Friday.

Normal loading and unloading operations are those carried out between 07:30 and 15:00.

2. Overtime / Extraordinary work

Overtime or extraordinary work includes:

2.1 Continued operations beyond 15:00 on working days from Monday to Friday.

2.2 Work performed on Saturdays and Sundays.

2.3 Work performed on public holidays (1 January, Epiphany, Clean Monday, 25 March, Good Friday, Holy Saturday, Easter Monday, 1 May, Holy Spirit Day, 15 August, 28 October, Saint Minas Day, Christmas Day and the day following Christmas).

2.4 Work performed on holidays designated by governmental decisions.

For overtime or extraordinary work, the surcharges specified in the applicable Tariff Provisions shall apply.

Note:

1. The provisions on normal and extraordinary work under this Article apply exclusively for the purposes of tariff implementation and the calculation of surcharges for loading and unloading operations charged to users transacting with HPA S.A.
2. The working hours of employees of the Organisation, contractors or third parties are governed by the applicable collective labour agreements or legal decisions and shall be regulated within the above operating hours of the Port of Heraklion.
3. HPA S.A. may determine the details for the implementation of this Article by means of a circular.

Article 7 – RECEIPT, DELIVERY AND STORAGE OF GOODS

1. Receipt of goods

Heraklion Port Authority S.A. (HPA S.A.) receives goods from the vessel's hold or from vehicles. Goods are received or delivered upon submission of the relevant documents, in the condition in which they arrive and with their external packaging, without verification of weight or internal condition, except in the case of boxes, parcels or packages that externally show obvious signs of tampering, rupture or damage.

2. Storage

Goods which, following their receipt by HPA S.A., remain in port areas to which the applicable tariff applies shall be deemed to be stored.

Storage of goods is carried out in open-air or covered areas following an application by the interested party to the competent department of HPA S.A., which determines the storage location based on the application, the order of its submission, the availability of space, the nature of the cargo, applicable customs provisions and other criteria related to port operations. Delivery of goods to the beneficiary shall

take place only after full payment of all charges provided for in the Organisation's Tariff Provisions up to the date of delivery.

According to the applicable tariff, storage charges are levied based on:

- the duration of stay,
- the type of cargo,
- the storage area used.

In cases involving the storage of goods, remaining wheeled vehicles, parts or other equipment, or the use of port areas not expressly included in the applicable tariff, HPA S.A. reserves the right to classify them under analogous tariff provisions and to levy the corresponding charges.

Storage charges, depending on the type of cargo, are calculated per tonne, unit or cubic metre for each day of stay in the storage areas.

The calculation of storage days for goods, vehicles and all types of wheeled equipment, whether self-propelled or not, within the port area commences:

- from the day the commencement of unloading of goods from the vessel,
- from the day of receipt of goods delivered for storage by land transport.

Storage of flammable, hazardous or rapidly perishable goods is permitted only where suitable approved premises and facilities are available and safe handling procedures are in place. HPA S.A. reserves the right to refuse the receipt and storage of such goods.

3. Declaration and sale of unclaimed goods

Goods remaining in the storage areas of HPA S.A. for a period exceeding three (3) months without settlement of charges due shall be declared unclaimed following written notice to the interested parties. Goods so declared shall be sold pursuant to the relevant decisions of HPA S.A. and in accordance with applicable customs provisions. For flammable goods and goods subject to deterioration, the above period is reduced to one (1) month. Floating machinery and any objects abandoned within the area of jurisdiction of HPA S.A. are included.

Proceeds from the sale of unclaimed goods shall first be applied to cover all claims of HPA S.A., including charges for receipt, storage and handling.

For unclaimed goods that have been sold, storage charges shall be levied up to the date of their award to the final bidder.

Article 8 – MOVEMENT OF GOODS FOR OPERATIONAL NEEDS

1. By order of the competent Director, goods temporarily unloaded on the quay or remaining as residual cargo from lots or stacks may be moved for operational reasons.
2. The competent department shall notify the owner of the goods at least two (2) days prior to the scheduled movement.
3. The cost of such operations shall be borne by the owner of the goods where the need for movement arises due to the owner's fault, such as prolonged abandonment of goods or placement in an incorrect location at the owner's instruction.

Article 9 – CERTIFICATION OF RIGHTS IN FAVOUR OF HPA S.A.

1. For the certification and calculation of charges due to HPA S.A., the official documentary data relating to all transported cargoes and the corresponding units of weight, volume or quantity indicated therein shall be taken into account, including customs declarations, cargo declarations, weighing records, loading, transshipment and delivery orders and any other relevant documents.
2. Shipowners, shipping agents, customs brokers, shippers and consignees, as well as any other natural or legal person on whose behalf loading, unloading, transportation, storage or any other service is provided, shall be jointly and severally liable for the payment of port dues, fees and charges in favour of HPA S.A.
3. The calculation of the relevant charges shall be carried out up to the first decimal place of a tonne or cubic metre.

4. For all loading, unloading, shifting and stowage operations, the applicable charges shall be calculated.

Article 10 – COLLECTION OF PORT DUES, FEES AND CHARGES

The collection of port dues, fees and charges in favour of Heraklion Port Authority S.A. (HPA S.A.) is carried out as follows:

1. Berthing, mooring or stern-mooring and anchorage dues are collected prior to the departure of the vessel from the berth or anchorage, respectively, exclusively in the case of pleasure craft. For all other vessels, the above dues shall be paid no later than the first ten (10) days of the following month. Where amounts are subject to offset due to unforeseen delay of departure or for any other reason, settlement of the outstanding amount shall be completed within ten (10) working days from the vessel's departure.
2. The determination and calculation of berthing dues, mooring or stern-mooring dues and related port service charges are carried out by Heraklion Port Authority S.A. on the basis of the declared and available vessel movement data, as well as any other lawful data brought to the attention of the Authority, including data provided by the competent port authorities.
3. The shipowner, the operator and the shipping agent, or the legal representative thereof at the time the claim arises, shall be jointly and severally liable for the payment of the above dues and charges, which attach to and follow the vessel, floating structure or craft.
4. Storage charges shall be paid prior to the delivery of goods to the consignee.
5. The Heraklion Port Authority S.A. may, for the purpose of ensuring the timely and proper payment of the dues, fees and any other charges provided for under the applicable Tariff, require from the liable parties, on a case-by-case basis and following a relevant decision of its competent corporate body, the submission of a letter of guarantee issued by a recognised credit institution or any other equivalent financial instrument.
The amount, duration and specific terms and conditions of such letter of guarantee shall be determined by decision of the Heraklion Port Authority S.A., taking into account, in particular, the nature of the service provided, the frequency of use of the port, the amount of the payable charges and the transactional conduct of the liable party.

6.

a) For cruise ships calling at the Port of Heraklion, discounts on passenger fees are granted based on the total number of passengers handled annually by each cruise company through the port. A discount of fifteen per cent (15%) is granted for annual passenger traffic from sixty thousand and one (60,001) up to eighty thousand (80,000) passengers, and a discount of twenty per cent (20%) for annual passenger traffic of eighty thousand and one (80,001) passengers or more.

b) Furthermore, for cruise ships calling at the Port of Heraklion during the period from 1 December to 31 March of each year, a discount of fifty per cent (50%) is granted on passenger fees, berthing and mooring dues, irrespective of the total annual number of passengers handled. **For the same period, the minimum total passenger charge provided for in the applicable tariff shall not apply.**

The above discounts shall not be cumulative. Discounts under paragraph (a) are calculated and settled at the end of each calendar year, whereas discounts under paragraph (b) are applied on a monthly basis.

CHAPTER B – REGULATIONS FOR THE USE OF MACHINERY, EQUIPMENT AND PORT FACILITIES

1. Use of machinery by HPA S.A. and granting of the right to use machinery to third parties

Heraklion Port Authority S.A. (HPA S.A.) has, by law, the exploitation and management of the Port and the entire Port Zone. For this reason, it exclusively provides the machinery and facilities required for the execution of loading and unloading operations and other works within the Port Zone, or grants to third parties the right to use private mechanical means for the execution of such works.

1.1

Machinery Contractors for the execution of loading and unloading operations within the port are selected following a relevant call for expression of interest or a tender procedure. HPA S.A. determines the evaluation procedure and the number of contractors to be appointed.

The selection criteria include the technical and professional competence of personnel and machinery, the financial standing of the contractors, their obligations regarding the provision of services and maintenance of machinery, the number of available operators and other means per category, the financial consideration offered to HPA S.A., the level of readiness, and the extent of participation in any discounts granted by HPA S.A. to its customers, as well as any other specific requirements.

The contractor enters into a written contract with HPA S.A. for a minimum duration of one (1) year.

The selection, conclusion, duration and performance of contracts with machinery contractors, as well as any case of subcontracting or sub-concession of the right to use port facilities or equipment, are additionally governed by the applicable Regulations on Subcontracting and Sub-Concessions of HPA S.A., approved pursuant to the Concession Agreement dated 30.01.2024, ratified by Law 5126/2024, as in force. In the event of any conflict, the provisions of the Concession Agreement and the said Regulations shall prevail.

1.2

Machinery belonging to contractors or third parties which, following authorisation by HPA S.A., carry out loading, unloading or transport operations within the Port of Heraklion, must be insured by their owners or responsible persons to cover civil liability towards third parties, HPA S.A. and its personnel, where such personnel is made available for their operation.

1.3

For each loading and unloading operation or other work where the machinery or equipment of HPA S.A. is not used, but machinery belonging to contractors, dock workers or the consignee is used, HPA S.A. shall collect, as a minimum charge for granting the right to use private machinery, an amount equal to fifty per cent (50%) of the corresponding charge under the applicable Tariff Provisions without surcharges.

Any amount exceeding the above minimum shall be determined in the relevant contract with the contractor or by special agreement with third parties.

1.4

The clearance of accounts and payment of amounts due to beneficiary machinery contractors is carried out by HPA S.A. no later than three (3) months from the date of issuance of the relevant collection invoice, following deduction of the charge for granting the right to use private machinery and upon issuance of an invoice of equal amount by the beneficiary.

Payments made by HPA S.A. within the prescribed deadlines shall be effected interest-free. Details regarding payments to contractors or third parties are specified in the relevant contracts or in a circular issued by HPA S.A.

1.5

Any operation of machinery within the premises of the Port of Heraklion without written authorisation by HPA S.A., except for authorised machinery, is prohibited.

In cases of unauthorised operation of machinery or other equipment within the port, the provisions of Tariff 15 shall apply and a financial charge equal to twenty (20) times the value of the annual fee shall be imposed. In such cases, HPA S.A. may decide to terminate cooperation with the owner of the machinery for a period determined by the Authority.

2. Provision of machinery by HPA S.A.

2.1

For each request for the provision of machinery, interested parties must submit the relevant application to the competent department of HPA S.A. by 13:00 on the previous working day. Otherwise, service shall depend on the availability of machinery.

For provision of machinery outside normal working hours, as well as on Saturdays, Sundays and public holidays, the application must also be submitted by 13:00 on the previous working day; otherwise, HPA S.A. assumes no obligation to provide the service.

2.2

For the calculation of charges for the use of machinery provided by HPA S.A. or for services charged on an hourly basis, the start time is considered to be the time the machinery departs from its parking area, and the end time the time of its return to that area or its arrival at the next work location within the port.

2.3

The entry of machinery onto a vessel is permitted provided that the vessel complies with safety regulations ensuring the physical integrity of the operator and the safe entry, exit and operation of the machinery, following certification by the vessel's agent or master, which may be requested in writing by HPA S.A.

3. Movement and parking of machinery within port areas

Machinery belonging to contractors or third parties must be removed daily from the quays after completion of works, as well as during periods when the port is not operating, and either parked in designated areas within the port or removed from the port premises, following timely notification to the competent department of HPA S.A.

The immediate removal of self-propelled cranes with telescopic lifting mechanisms from quays or workstations after completion of works is monitored on a priority basis.

The competent department of HPA S.A., based on operational planning and readiness requirements, may permit the temporary stay of self-propelled cranes, primarily those with lattice boom mechanisms, on the quay or their relocation to another position within the port area.

Unauthorised parking of self-propelled cranes on the quay or in non-designated port areas after completion of works or during periods when the port is not operating shall result in the imposition of an additional charge of five hundred euros (€500.00).

In the event of repeated unauthorised parking by the same contractor or machinery operator within a three-month period, HPA S.A. may decide to suspend cooperation for a period determined by the Authority.

4. Machinery employment, cancellations, normal and overtime work, surcharges

4.1

Charges payable to HPA S.A. for the use of cranes, machinery or vehicles belonging to HPA S.A. or third parties are calculated in accordance with the applicable regulations and Tariff Provisions.

4.2

The minimum duration for the use of machinery during normal working hours is one (1) hour. On Saturdays, Sundays and public holidays, the minimum chargeable duration is four (4) hours, plus the applicable legal surcharges.

4.3

For each requested operation where the use of machinery is cancelled due to the fault of the interested party, and where the machinery has already moved to the work site, as well as in cases of unjustified delay, the minimum charge corresponding to the hourly rate of the machinery shall be payable, in accordance with the applicable Tariff Provisions.

5. Use of HPA S.A. machinery outside the Port

The use of machinery or equipment belonging to HPA S.A. outside the Port of Heraklion is permitted only in exceptional cases, provided that port operations are not hindered.

For such use, an application for the provision of machinery must be submitted by the interested party, specifying the type, duration and location of the machinery's employment, along with any additional information requested.

Permission for the use of machinery outside the port is granted by the competent Director following a recommendation by the competent service.

The procedures for the collection of charges under Article 10 of the General Provisions shall apply. Any additional insurance guarantees for uncovered risks must be paid in advance, after which the machinery may exit the port.

Charges payable to HPA S.A. shall be calculated based on the applicable hourly rate of the machinery increased by one hundred per cent (100%). The working time of the machinery is calculated from the time it exits the port until its return thereto.