

RULES OF ACCESS TO THE SERVICE INFRASTRUCTURE FACILITY MANAGED BY KOPPERS POLAND SP. Z O.O.

1. General

- 1.1. Koppers Poland Sp. z o.o. ("Koppers Poland") is the operator of the service infrastructure facility within the meaning of art. 4.52 of the Rail Transport Act dated 28 March 2003 (the "Rail Transport Act").
- 1.2. The service infrastructure facility managed by Koppers Poland is the tar reloading terminal located within the harbour in Szczecin, at the Nabrzeże Wałbrzyskie wharf (the "Terminal").
- 1.3. The rules contain information necessary to obtain access to the Terminal for rail carriers within the meaning of art. 4.9 of the Rail Transport Act and lay down the terms on which such access can be provided.
- 1.4. The rules have been drafted based on art. 36f of the Rail Transport Act.
- 1.5. The rules shall apply as of 10 December 2017.
- 1.6. The rules is made available to every entity concerned in form of e-mail correspondence.
- 1.7. Contact information for the Terminal operator:

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2. The service infrastructure facility managed by Koppers Poland Sp. z o.o. (Terminal)

- 2.1. The Terminal is intended to reload coal tar from rail tank cars directly to transport tanks of the vessel moored at the Nabrzeże Wałbrzyskie Wharf in the Szczecin Harbour or to reload tar from rail tank cars to storage tanks of the Terminal, and then to reload from these tanks to the tanks of the vessel.
- 2.2. The Terminal comprises:
 - a) unloading position of rail tank cars in which 3 tank cars can be simultaneously unloaded:
 - to storage tanks of the Terminal in order to gather before loading onboard the vessel, or
 - directly to transport tanks of the vessel moored at the Nabrzeże Wałbrzyskie wharf;

- b) two storage tanks with a total capacity of 594 m³, which makes it possible to gather tar before loading onboard the vessel. The tanks are equipped with a heating system to heat the product (tar) for efficient reloading in the optimum time;
- c) the point of connection of the loading installation of the vessel to the installation of the Terminal in order to load tar directly from rail tank cars or storage tanks of the Terminal,
- d) the water heating system of rail tank cars to make it possible to unload them, used if the cargo of tar in the rail tank car is of the temperature that does not ensure sufficient liquidity for unloading purposes.

2.3. In the direct neighbourhood of the Terminal, siding track no. 177 is running on which rail tank cars with the tar can be provided for the purpose of unloading. The usable length of the track is 375 m, usable capacity of 4-axis cars (15 m each) is 25. Track no. 177 is not used only for the needs of services provided using the Terminal.

2.4. Any manoeuvring and moving the rail cars, including provision of rail cars with the tar in siding track no. 177 running near the Terminal are beyond the powers of Koppers Poland (Koppers Poland does not hold the track). Any arrangements in this respect shall be made with Bulk Cargo Port Szczecin Sp. z o.o. ("Bulk Cargo") or Zarząd Morskich Portów Szczecin i Świnoujście S.A. ("ZMPSiŚ").

3. Scope of making the Terminal available

3.1. Services provided using the Terminal shall include:

- a) unloading of rail tank cars to storage tanks of the Terminal for further reloading of tar to the tanks of the vessel
- b) reloading of tar from rail tank cars directly to transport tanks of the vessel
- c) reloading of tar from storage tanks of the Terminal to tanks of the vessel.

3.2. The Terminal may be made available to provide the services specified in clause 3.1.b) or to jointly perform the services specified in clauses 3.1.a) and 3.1.c).

3.3. The Terminal shall not provide services of:

- a) reloading of tar from rail tank cars to means of transport other than vessels
- b) unloading of tar from means of rail transport other than rail tank cars
- c) gathering of tar in storage tanks for the purpose other than loading it onboard vessels.

3.4. Individual actions as part of the services set out in clause 3.1. may be taken only by competent staff engaged by Koppers Poland or another entity acting upon the order and on behalf of Koppers Poland. No actions related to provision of services and operation of the Terminal can be taken by third parties, including persons engaged or acting upon the order and on behalf of a rail carrier that the Terminal is made available to.

3.5. The scope of making the Terminal available to rail carriers shall include provision of reloading capacity of the Terminal for the provision of services set out in clause 3.1. on terms specified herein.

3.6. Making the Terminal available shall not include any direct use of the Terminal or its individual devices or systems/installations by rail carriers or use of

devices/systems/installations of the Terminal for purposes other than provision of services set out in clause 3.1.

- 3.7. Making the Terminal available must be first agreed with Bulk Cargo or ZMPSiŚ by the rail carrier the terminal is made available to, as regards the rules of providing and moving cars with the tar on the track running near the Terminal. Koppers Poland shall not provide any services in this respect, including it shall not act as an intermediary in relations with Bulk Cargo or with ZMPSiŚ.

4. Terms of making the Terminal available to applicants/rail carriers

- 4.1. The Terminal shall be made available to rail carriers that obtained the relevant consent on the basis of an application filed in line with clauses 6.1 – 6.4, if the consent concerned was not withdrawn in line with clause 6.7, subject to clause 4.3.
- 4.2. The Terminal shall be made available to rail carriers whose rail tank cars with tar will be provided in siding track no. 177 running near the Terminal, within the unloading position, based on arrangements made with Bulk Cargo or ZMPSiŚ, within time limits agreed with Koppers Poland beforehand.
- 4.3. The Terminal can be made available if Koppers Poland and the rail carrier execute a services agreement concerning services with the use of the Terminal, and if there are provided documents making it credible that the tar reloaded to storage tanks of the Terminal will be received by the vessel within the agreed time.
- 4.4. The Terminal can be made available if the rail carrier, before the Terminal is made available, provides credible documents confirming the following as agreed before with Koppers Poland:
- a) parameters of the tar to be reloaded, and
 - b) information on the vessel arrival to collect the tar gathered in the storage tanks beforehand or to be loaded directly from rail tank cars.
- 4.5. The vessel to the tanks of which the tar is to be reloaded using the Terminal, should possess the loading installation the parameters of which enable it to be connected to the Terminal installation and possess equipment enabling such connection.
- 4.6. Koppers Poland shall not make the Terminal available if the draught of the vessel that is to collect the cargo of tar prevents it from being moored at the Nabrzeże Wałbrzyskie wharf at all or at a distance smaller than the distance enabling connection of the vessel's loading installation to the Terminal's reloading installation using the devices that the vessel is equipped with, in the manner ensuring the pace of loading of at least 35 m³/h.
- 4.7. The Terminal is made available on SASHINC terms (except for ceremonial holidays).
- 4.8. Reloading capacity of the Terminal:
- a) in reloading: rail tank cars – storage tanks of the Terminal, depends on the temperature of the product delivered and on the contents of unloading-impeding pollution in the rail tank cars,
 - b) in reloading: storage tanks – the vessel, is about 240 m³/h.

- 4.9. The service recipient (the entity the Terminal is made available to) may not charge Koppers Poland with fees for delay in loading of the vessel. Koppers Poland may not receive a bonus for accelerated loading of the vessel from the service recipient.
- 4.10. Koppers Poland shall not be liable for damage suffered by the service recipient resulting from delayed reloading if the causes of such delays were beyond the control of Koppers Poland, including but not limited to:
- a) delays in providing rail tank cars or arrival of the vessel
 - b) reasons within the control of the service recipient
 - c) natural disasters or other force majeure events or events arising from the strike, protest or a similar event,
 - d) orders or actions of public administration authorities or administration of ZMPSiŚ.
- 4.11. If the cargo of tar was reloaded to storage tanks of the Terminal for the purpose of further reloading onboard the vessel and collection of the entire cargo does not occur within 5 days of the collection date specified in the application for making the Terminal available, Kopper's Poland may dispose of the cargo – at the expense and risk of the entity the Terminal was made available to – so as to make it possible to empty storage tanks of the Terminal.
- 4.12. Whenever the cargo of tar is not collected by the vessel within the time limit set out in the application for making the Terminal available, Koppers Poland may claim, from the service recipient, a contractual penalty of PLN 10,000.00 for each day of the delay in the collecting the cargo.
- 4.13. If the value of the damage suffered by Koppers Poland exceeds the value of the contractual penalty, Koppers Poland may claim, from the service recipient, compensation up to the full value for the damage suffered.

5. Detailed technical terms of access to the Terminal

- 5.1. To be provided with access to the Terminal, the rail carrier is required to meet and accept technical terms set out in this section.
- 5.2. The rail tank cars in which the tar is to be supplied to the terminal should meet the conditions of admission to traffic in the PKP railway network.
- 5.3. The tar to be reloaded shall have the parameters of the coal tar admitted for trading.
- 5.4. The unloading capacity of the Terminal in the reloading:
- a) rail tank cars – storage tanks and rail tank cars – the vessel is about 40 m³/h;
 - b) storage tanks – the vessel is about 240 m³/h.
- 5.5. The maximum actual volume of the cargo of tar that can be reloaded from rail tank cars to storage tanks of the Terminal is 475.00 m³.

6. Applying for making the Terminal available

- 6.1. When seeking the use of services provided by the Terminal, as referred to in clause 3.1., the interested rail carrier shall be required to file an application in writing to the address of Koppers Poland Sp. z o.o.

- 6.2. For entities that apply for making the Terminal available for the first time, the application must be served on the addressee as a registered letter or submitted at the office of Koppers Poland.
- 6.3. For applicants the Terminal was already made available to, the application may be filed in the form set out in clause 6.2 or as an email sent to the address pkolodziejski@khelinska.com.pl or in other manner agreed by the parties; if the application is delivered as an email, the day the receipt of the application to be considered is confirmed is deemed to be the date of delivery.
- 6.4. In the application, the applicant shall be obliged to specify:
- a) name, address and contact information of the applicant (telephone, email address)
 - b) name, address and contact information of the cargo owner (telephone, email address)
 - c) volume and weight of the cargo of tar for the reloading of which the application is filed as well as reloading type
 - d) product safety data sheet
 - e) the date rail tank cars with the cargo will be provided to the unloading position of the Terminal and the number of rail tank cars
 - f) data of the vessel onboard which the cargo of tar will be loaded and the date of the vessel mooring at the Nabrzeże Wałbrzyskie wharf,
 - g) minimum temperature of the tar in rail tank cars when rail tank cars will be provided at the unloading position of the Terminal
 - h) documents proving/confirming circumstances referred to in clause 4.3. and clause 4.4
- 6.5. Applications shall be considered within 14 days of the day they are delivered to Koppers Poland in the manner set out in clauses 6.1 – 6.3, in line with the sequence to their receipt.
- 6.6. To be accepted for consideration the application is required to be delivered to Koppers Poland not later than 45 days prior to the date of provision of rail tank cars at the unloading position of the Terminal as specified in the application.
- 6.7. If Koppers Poland gives its consent to make the Terminal available to the extent specified in the application, such consent can be withdrawn afterwards if actual circumstances concerning the cargo, its supply to the Terminal and collection by the vessel do not comply with the information specified in the application.
- 6.8. Koppers Poland may refuse the applicant making the Terminal available if:
- a) the applicant can reload the tar on economically comparable terms, using another facility made available in the harbour in Szczecin unless the operator of such other facility refused the rail carrier access to the facility,
 - b) acceptance of the application requires Koppers Poland to incur costs of performing the application,
 - c) Koppers Poland is informed by Bulk Cargo about no sufficient throughput of the rail track running near the Terminal area for the application to be accepted, given the need to meet Bulk Cargo's own needs or the need to perform obligations under agreements executed before the application was received,
 - d) acceptance of the application would prevent performance of Koppers Poland's obligations under long-term agreements executed with service recipients or performance of obligations under other agreements executed before the application was received,

- e) characteristics of the product the reloading of which the application refers to, is connected with the risk of damaging or blocking the devices of the Terminal,
- f) minimum temperature of the cargo of tar specified in the application prevents unloading thereof within a reasonable time given the ambient temperature and limited efficiency of heating and reloading equipment of the Terminal,
- g) within the time of making the Terminal available as applied for, the Terminal will be excluded in full or in part from operation due to maintenance, repair or modernisation works,
- h) the quantity of the tar declared for one-off reloading does not exceed 300 tonnes
- i) within the time of making the Terminal available as applied for, extremely adverse weather or hydrological conditions are foreseen, which materially impede or prevent the reloading.

6.9. After the applicant obtains the consent to the Terminal being made available, the parties shall execute the agreement referred to in clause 4.3.

6.10. The consent or refusal to the Terminal being made available shall be given to the applicant in such form as the relevant application was filed, unless the parties agree otherwise.

7. Fees for access to the Terminal and settlement of services

7.1. The fee due to Koppers Poland for making the Terminal available on one occasion shall amount to the number of tonnes of the tar reloaded onboard the vessel multiplied by the rate for reloading one tonne. The rate depends on the reloading type and size in line with section 1 of Appendix 1 hereto.

7.2. If an agreement with the service recipient is executed for a fixed term of more than 1 year or for a non-fixed term, the fee for making the Terminal available shall be determined as per the rules set out in section 2 of Appendix 1; in that case, making the Terminal available in order to provide reloading services shall also include the Terminal being ready to provide such services despite lack of actual reloading onboard the vessel in the calendar month. For being ready, Koppers Poland is entitled to the lump sum monthly fee as per section 3 of Appendix 1.

7.3. If an agreement is executed for a fixed term of not more than one year, fees for access to the Terminal shall be agreed with the service recipient individually taking into account the planned frequency and reloading volumes.

7.4. In the case specified in clause 7.1, the settlement of Koppers Poland's fees shall be made directly after the reloading service is completed.

7.5. In the cases specified in clauses 7.2 and 7.3, the settlement of Koppers Poland's fees for making the Terminal available shall be made as at the last day of the calendar month in which the services were provided.

7.6. If Koppers Poland consents to making the Terminal available to the entity the Terminal is made available for the first time, Koppers Poland may claim an advance payment on account of fees.

7.7. The provisions of clause 7.6 above may apply to entities the Terminal is made available for another time and which in the past failed to pay the fees for making the Terminal available as per the agreement executed.

7.8. The payment date for fees for making the terminal available shall be 7 days of the date the service recipient's invoice is delivered, unless the parties agree otherwise, to Koppers Poland's bank account specified in the invoice. For payments made following the payment date Koppers Poland may charge interest in line with the act on payment date in commercial transactions.

7.9. The rates for making the Terminal available may be changed if the costs paid by Koppers Poland in connection with provision of reloading services, including costs of subcontractors, are changed or if the economic or legal terms of the Terminal operation are changed.

Kent Bo Svendsen

Christian Arndal Nielsen

Management Board member
Koppers Poland Sp. z o.o.

Management Board member
Koppers Poland Sp. z o.o.

APPENDIX 1

to the rules of access to the service infrastructure facility managed Koppers Poland

1. Rates for reloading the tar if the Terminal is made available on one-off basis

- i. For one-off reloading of at least 2,000.00 tonnes of tar:
 - a) rate for direct reloading of 1 tonne: the rail tank car – the tank of the vessel is **EUR 14.50 per tonne**
 - b) rate for indirect reloading of 1 tonne: the rail tank car – the storage tank of the Terminal – the tank of the vessel is **EUR 18.00 per tonne**
- ii. For one-off reloading of 500.00-2,000.00 tonnes of tar:
 - a) rate for direct reloading of 1 tonne: the rail tank car – the tank of the vessel is **EUR 16.00 per tonne**
 - b) rate for indirect reloading of 1 tonne: the rail tank car – the storage tank of the Terminal – the tank of the vessel is **EUR 20.00 per tonne**
- iii. For one-off reloading of 300-500.00 tonnes of tar:
 - a) rate for direct reloading of 1 tonne: the rail tank car – the tank of the vessel is **EUR 24.00 per tonne**
 - b) rate for indirect reloading of 1 tonne: the rail tank car – the storage tank of the Terminal – the tank of the vessel is **EUR 30.00 per tonne**

2. Fees for reloading of the tar if the agreement with the service recipient is executed for a fixed term of more than 1 year or for a non-fixed term

- i. Koppers Poland is entitled to the lump sum fee of **EUR 21,500.00** if in a month the cargo of tar is:
 - a) gathered and loaded onboard the vessel, where the quantity of the tar reloaded onboard the vessel, for a service recipient, indirectly and directly does not exceed in a month **2,000 tonnes** in total, or
 - b) loaded onboard the vessel without being gathered, where the quantity of the tar reloaded onboard the vessels directly, for a service recipient, does not exceed in a month **2,000 tonnes** in total.
- ii. Koppers Poland is entitled to the lump sum fee referred to in section 2i plus **EUR 10.00** for each tonne in excess of 2,000 tonnes loaded onboard the vessel in a month, if the quantity of tar loaded on-board the vessels directly in a month exceeds 2,000 tonnes.

3. Lump sum monthly fees for maintaining the Terminal ready to provide services

Koppers Poland is entitled to the lump sum fee in EUR of the equivalent of **PLN 71,400.00** based on the average exchange rate announced by the National Bank of Poland on the last business day preceding the last calendar day of the month for which the fee is due, if in the month:

- a) the cargoes of tar are gathered before loading onboard the vessel, without loading, or

- b) Koppers Poland does not perform any of the activities specified in section 2i. or 3.a) of the Appendix, but will still be ready to perform such activities in that month.

Fees based on the above rates and amounts denominated in EUR can be, upon the service recipient's request, determined as the PLN equivalent using the average exchange rate of the National Bank of Poland prevailing on the invoice date.

All rates/fees stated above in sections 1 – 3 of the Appendix are net amounts. Goods and services tax (VAT) will be charged on the fees due to Koppers Poland, as arising from these rates/fees, pursuant to applicable regulations.