

PORTONAVE S/A – TERMINAIS PORTUÁRIOS DE NAVEGANTES
CNPJ/MF 01.335.341/0001-80

TERMOS E CONDIÇÕES DE PRESTAÇÃO DE SERVIÇOS PORTUÁRIOS

Review 10

CHAPTER I

PLACE, PURPOSE, AND TERM

Art. 1. PORTONAVE S/A – TERMINAIS PORTUÁRIOS DE NAVEGANTES, a private law legal entity, headquartered at Avenida Portuária Vicente Coelho, nr. 01, São Domingos, in the City of Navegantes, State of Santa Catarina, Brazil, registered with the CNPJ/MF under nr. 01.335.341/0001-80 (“**PORTONAVE**”), as the owner of the Navegantes Private Use Terminal (hereinafter simply referred to as **PORTONAVE** or **TERMINAL**), in compliance with the provisions of article 30 of Federal Law Nr. 12,815, of June 5, 2013¹, as well as article 25 of ANTAQ Resolution Nr. 3,274 of February 6, 2014², submits its **TERMS AND CONDITIONS FOR THE PROVISION OF PORT SERVICES** (“**Terms and Conditions**” or “Instrument”) that regulate port operations at the “Terminal”, including general rules for the storage of all cargo delivered to it in storage and for the provision of all related port services.

Paragraph One. For the purpose of wider publicity of these **Terms and Conditions**, its full content will be available at www.portonave.com.br, and will be duly published.

Paragraph Two. These Terms and Conditions are valid for an undetermined term and may be changed without prior notice.

Paragraph Three. Employees, agents, and/or associates of **PORTONAVE** have no authority to waive or vary any provision of these **Terms and Conditions**, not even through electronic mail tool (“e-mail”), being certain that any modification in its terms will only be valid when made in writing through **PORTONAVE’s** legal representatives.

¹BRASIL. **Law nr 12.815 of June 05, 2013.** Port operations in facilities located outside the area of the organized port will be regulated by the holder of the respective authorization, in compliance with the rules established by the maritime, customs, sanitary, health, and maritime authorities. Available at http://www.planalto.gov.br/ccivil_03/ato2011-2014/2013/Lei/L12815.htm.

²BRASIL. **ANTAQ Resolution Nr. 3,274 of February 6, 2014.** The authorized party must issue its own Terms of Conditions, regulating the handling and storage of cargo, according to its specificities and hazards.

FREEDOM OF CHOICE OF PORT TERMINAL

Art. 2. Owners or consignees of cargo intended for import, export, cabotage, transit or any of the common or special customs schemes, including unaccompanied baggage (referred to in this instrument only as “**cargo**”) have the fullest freedom to choose the port terminal of destination or origin of the cargo, so that, when using **PORTONAVE**’s structure or any of the services offered by **Terminal** they do so of their own free will, even if they delegate the choice to third parties (legal representatives, agents, attorneys, dispatchers or any other person), subjecting themselves, hereby, fully to the discipline of these **Terms and Conditions**, the current legislation, as well as the conditions and prices applied by **Terminal**, according to the public price list available at www.portonave.com.br.

COMPLIANCE WITH THE LEGAL PROVISIONS

Art. 3. Customers are hereby informed that **PORTONAVE** is subject to legal determinations and those directly issued by public authorities (such as: National Waterway Transport Agency – ANTAQ; Brazilian Federal Revenue Service – RFB, Through the Federal Revenue Service Customs Office at the Port of Itajaí – ALF/ITJ; Ministry of Agriculture, Livestock, and Supply – MAPA; National Health Surveillance Agency – ANVISA; among others) and, therefore, as long as it has the **cargo** under its custody, **PORTONAVE** will take the necessary measures as well as perform any and all related port services in strict compliance with its legal obligation, and, in return, will charge the cargo owner the price for each of the services provided, as published in the price and services table (hereinafter “price list”).

CARGO STORAGE

Art. 4. Storage will include the safekeeping and care of the **cargo** in general, which is intended for import, export, while in cabotage, in customs transit or under any type of special or common customs scheme, inside bonded facilities.

CARGO HANDLING

Art. 5. Related services include any and all activities related to the handling of **cargo**, including those carried out by order of public authorities due to customs clearance procedures; palletizing and depalletizing; unitization and deunitization of containers; invasive and non-invasive inspection; for the purposes of meeting customs inspection requirements, compliance with current legislation, including for health purposes; cargoes segregation; among others, the prices of which are included in the price list.

HANDLING OF CARGO BY ORDER OF AN AUTHORITY

Art. 6. Services performed under the determination of customs authorities or other intervening bodies, as well as those performed by **PORTONAVE** or subcontractors for the primary purpose of maintaining safety and integrity of the Terminal, compliance with the Legislation, of other **cargoes** or the environment, regardless of authorization by the **cargo** owner or consignee.

Paragraph One. Any and all special services, such as: receiving non-ISO standard cargo units, trailers exceeding dimensions, weight volume, special cargo, project cargo, *crossdocking* among others, will only be provided upon prior agreement with **PORTONAVE**'s Commercial Department.

Paragraph Two Services of unloading and availability for inspections will be carried out as scheduled by the requesting intervening body, considering the operational availability of the terminal and in compliance with the isonomic rule of the unloading order.

CARGO REFUSAL

Art. 7. Under **PORTONAVE**'s sole discretion, it may refuse to receive cargoes in the following cases:

- (a) When the maximum storage capacity of the **Terminal** is reached;
- (b) When the **Terminal** does not have the necessary conditions or expertise for storage or handling, including unitization and/or deunitization of special **cargoes**;
- (c) If the **cargo**, by its nature or packaging method, may cause any damage to another **cargo** already stored, damage to any persons or to facilities, equipment or vehicles present in the **Terminal**;
- (d) If such **cargoes** are not accompanied by the documentation required by current legislation; and/or,
- (e) Damaged cargoes that cause risk or make safe handling impossible;
- (f) When the cargo owner or consignee is in default with the Terminal.

Paragraph One. If the aforementioned conditions are only found after unloading, **PORTONAVE** may require the owner or consignee to arrange for the removal of the **cargo** to another bonded area.

Paragraph Two. In the event provided for in Paragraph One, the owner or consignee shall be responsible for all procedures with the competent authorities, including customs, as well as for the costs involved in said removal.

Paragraph Three. The **cargo** owner or consignee must provide **PORTONAVE**, in writing, all the information required for the precautions that must be taken in relation to hazardous, special cargoes, and must display warning notices indicating their dangerousness and IMO classification, and also provide appropriate instructions for their handling.

Paragraph Four. For the purposes of configuring the situation described in item (f) of the heading of this article, the cargo owner or consignee who accumulates three (03) or more overdue invoices or has one

(01) invoice overdue for more than 90 days with Portonave, shall be considered in default, prevailing the one that occurs first in time.

PRICE

Art. 8. The amounts charged by **PORTONAVE** will be those defined according to the Price List published on www.portonave.com.br, except for specific agreements signed with the cargo owners or consignees.

Paragraph One. The price list published by **PORTONAVE** It is valid for an undetermined period and may be subject to changes, which will be published thirty (30) days in advance, in accordance with current regulations.

Paragraph Two. Payment for storage in cases of export will be due when the “grace” period elapses and will correspond to the total period in which the **cargo** remains in the **Terminal** premises until it is actually shipped.

Paragraph Three. When the “grace” period elapses, it will be charged according to the terms of the current resolution, published by the Regulatory Agency.

Paragraph Four. The billing of cargo intended for export will be made to the “Exporter”, as identified in the Export Delivery Form, regardless of the *Incoterms* used in the commercial transaction.

Paragraph Five. If payment is not timely made, a non-compensatory fine of 2% (two percent) on the debt will be due, plus interest on arrears of 0.033% (zero point zero thirty-three percent) per day, from the day following the due date until effective payment of the obligation and other applicable charges and expenses.

AVERAGE

Art. 9. All cargo units (containers) are inspected upon entry and exit from the **Terminal**, whether in the import or in the export flow. If any damage is found, the appropriate **Damage Report** or **EIR** will be drawn up, which may be made available to the carrier electronically at the time of delivery of the cargo unit.

Paragraph One. Incidental damage checking must be performed by the cargo Owner/Consignee, carrier or their agents at the time of delivery. **PORTONAVE** under no circumstances will take responsibility for any type of damage to the cargo unit or the cargo itself after it has been removed from the **Terminal** premises.

Paragraph Two. It is the sole responsibility of the cargo Owner/Consignee, as well as the carrier, to take all measures to ensure the correct and regular locking of the container to the truck after the container loading operations have been carried out by the **Terminal**, and **Portonave** will be exempt from any civil,

administrative or criminal liability for any damage caused to the cargo, the container itself or anyone else, for incidents occurring during the transportation of the container caused by inadequate locking of the container to the truck.

STORAGE

Art. 10. Except as provided in Articles 13 and 15 of these **Terms and Conditions**, the **cargo** will be kept stored for the entire period in which it remains at the **Terminal** premises and/or until the owners or consignees complete the clearance process and arrange for its removal from the **Terminal**, and the storage billing will run from the date when the cargo enters **PORTONAVE's** facilities until the date of its effective removal by the owner/consignee or by the Public Authorities.

Paragraph One. Whenever deemed necessary and under its full responsibility, the **Terminal** may employ the services of other companies to carry out the purpose of this instrument. At the discretion of **PORTONAVE**, depending on the nature of the storage or services provided, the billing for storage and/or port services may be carried out by the company responsible for their performance.

Paragraph Two. When stored cargoes pose a risk of deterioration, including to other cargo stored or handled at the **Terminal**, **PORTONAVE**, whenever possible, will inform the cargo owner or consignee of the fact so that appropriate measures can be taken within a reasonable delay.

Paragraph Three. Cargoes that deteriorate during the storage period must be removed by the owner or consignee for proper disposal with the necessary attention. If the owners or consignees fail to act in relation to such cargoes within the reasonable delay indicated by **PORTONAVE**, the cargoes will be removed from the **Terminal** by **PORTONAVE**, and the owners or consignees will be responsible for the resulting costs of such removal.

WARRANTY

Art. 11. Cargo delivered to **PORTONAVE's** custody will also serve as collateral for payment of amounts due to **PORTONAVE** for storage and provision of related services.

RELEASE OF CARGO BY THE COMPETENT AUTHORITIES AND DEBT PAYMENT

Art. 12. Regardless of the storage period, no **cargo** will be removed from the **Terminal** premises without payment of the amounts due to **PORTONAVE** for storage and other port services provided, regardless of whether these were carried out in accordance with procedures determined by the competent authorities, at the request of the cargo owners or consignees, or by **PORTONAVE**, in the cases provided for in these **Terms and Conditions**.

Paragraph One In order to rationalize charges, **PORTONAVE** may issue periodic invoices for amounts due for storage and provision of related port services even before the cargo is removed from the **Terminal**.

Paragraph Two After the deadline established in the invoice issued for storage and/or services provided, **PORTONAVE** reserves the right to protest the title, as well as to implement all possible legal means to collect these amounts, subject to the measures set out in Art 7, item “f”, of this document.

DEADLINE FOR REMOVAL OF CLEARED CARGO

Art. 13. Cargo that has been duly cleared by the competent authorities must be removed by the owner and/or consignee upon payment for storage and/or port services provided, within a maximum term of thirty (30) days from the aforementioned clearance.

Sole Paragraph. After thirty (30) days since clearance, if the cargo has not been removed as provided for in the head of this article, the owner and/or consignee will be notified extrajudicially to carry out the removal within a maximum additional period of ten (10) days from receipt of said notification or, if personal notification of the owner or consignee is not possible, within fifteen (15) days after publication of a notice in a newspaper with wide coverage.

Art. 14. Once the additional removal period provided for has elapsed, without the **cargo** has been effectively removed from the premises of the **Terminal**, even if the owner paid the amounts due for storage and/or port services, the **Terminal** reserves the right to proceed with the judicial deposit of the cargo. The Judicial Deposit is an alternative for the benefit of **PORTONAVE**, and does not exclude other rights under this **Instrument**, the Law or a Contract.

OWNER/CONSIGNEE DEFAULT

Art. 15. Under Article 644 of the Civil Code, **PORTONAVE**, as depositary, may retain the cargo under its custody as a guarantee of payment for storage and related port services performed and incidental losses incurred during the period.

Sole Paragraph: Once the deadlines for removing the cargo provided for in these **Terms and Conditions** elapses, and the cargo owner or consignee did not pay storage and related port services provided by **PORTONAVE** or any losses that the **PORTONAVE** incurred during the period, **PORTONAVE** is hereby authorized to (i) remove the cargo to a public depository; and (ii) execute the **cargo** given as security for the debt, as provided in these **Terms and Conditions**.

FORFEITURE OR SEIZURE

Art. 16. In cases of forfeiture or seizure of cargoes, if the owners or consignees request, judicially or administratively, the release of their cargo, such owners or consignees will assume responsibility for the costs of providing port services, as well as the delivery of empty container units, if applicable.

Sole Paragraph. In the case of foreign cargo that has been subject to the application of a penalty of forfeiture, the owner or consignee will be responsible for payment for the services provided until the date of the definitive characterization of the forfeiture.

CHAPTER II

RESPONSIBILITIES

Art. 17. PORTONAVE, according to the responsibilities specifically established by Law, is responsible for the custody and care for the **cargoes**, and provided that the amounts due for storage and related port services have been paid, for the prompt and faithful delivery of the cargo received in storage.

Art. 18. PORTONAVE's responsibility begins with the effective receipt of the cargo at its facilities, both by land and water, and ends with delivery to the ship (in the export flow), as well as at the time the truck leaves through any of the **Terminal Gates** (in the import flow).

Paragraph One. In addition to other cases provided for by law, **PORTONAVE's** responsibility in cases of damage or defects arising from the cargo nature or packaging, as well as in cases of force majeure, forfeiture or receipt by its owners or consignees (or their representatives) without a formal complaint and indication of the damage or defect found at the time of inspection and/or removal.

Paragraph Two. PORTONAVE takes no responsibility, under any circumstances, for delays in the release of cargo that it did not directly cause, such as: if it is found that legal taxes have not been paid or other procedures required by the competent authorities have not been followed, compliance with obligations established by the Intervening Bodies, among others.

Paragraph Three. Unless expressly agreed by contract with the cargo owner or consignee, **PORTONAVE** does not guarantee exact deadlines for the completion of services and, therefore, it is not responsible for non-compliance with deadlines assumed by the cargo owner, with third parties without its consent, including, but not limited to claims for alleged stoppage or delays in loading or unloading goods.

Art. 19. The **cargo** owner or consignee is responsible for any and all damage caused by its cargo, its agents, subcontracted employees, including carriers, third parties, and third-party cargoes that are on the **Terminal** premises, which will be determined and charged at the time of billing.

Sole Paragraph. If impossible to calculate and bill until the cargo is removed, **PORTONAVE** will proceed with all legal means to collect such amounts.

Art. 20. PORTONAVE does not cover:

- (a) Lack of contents of the packages and/or exchange of contents, if the packages enter the warehouses or yards without external signs of tampering, with the original packaging, and without any sign of damage and if they remain in these conditions until the moment of opening for customs inspection or exit from the warehouses or yards;
- (b) **Cargo** damages not claimed in writing at the time of delivery or shipment;
- (c) Contamination or destruction of volumes resulting from act of god, force majeure and/or defects in the packaging and the cargo itself, in accordance with the Civil Code;
- (d) Delays and other direct and indirect damages resulting from non-delivery of units due to dates such as weekends; municipal, state, and federal holidays; strikes; and/or pre-existing damages.
- (e) Delays resulting from the owner or consignee failing to comply with the time and date scheduled for the removal and delivery of the container from Portonave, and the resulting costs will be charged in accordance with the amounts stated in the Price List.

CHAPTER III

RULES FOR ACCESS AND STAY IN THE TERMINAL

Art. 21. The rules for access and permanence in the **Terminal** described in this Chapter are exemplary in nature and are supplemented by all legal and regulatory standards issued by public authorities.

Sole Paragraph. The **Terminal** internal areas and accesses are monitored by cameras, and the images are only made available upon determination by the competent authorities.

Art. 22. Entry and stay in the **Terminal** is only granted to persons and vehicles authorized by **PORTONAVE**, in accordance with current legislation, subject to compliance with the following Rules:

Security and Access Control

- a) Comply with all legal regulations, as well as **PORTONAVE's** safety procedures and guidelines, especially regarding the use of personal protective equipment (PPE) required by the Regulatory Standards of the Ministry of Labor and Employment, namely: safety helmet, high visibility vest and safety footwear, when accessing the operational area of the **Terminal**;
- b) Comply with the Security rules by properly using the identification badge and in a visible place, in accordance with the standard established by the Brazilian Federal Revenue Service;
 - b.1) In case of loss, theft or robbery of the badge, immediately register a police report with the Police Authority and submit it to **PORTONAVE's** registry, to request issuance of a new one;
- c) Cargo vehicles may only enter the **Terminal**, by prior appointment, and the access to the parking lot will only occur at the scheduled time;
 - c.1) Authorization to enter any area of the **Terminal** does not extend under any circumstances to family members, companions or passengers, who, if they do not have authorization and/or their own

badges, must remain in the Administrative Gate building, and minors or disabled persons must necessarily be accompanied by a capable adult;

d) Cargo vehicles and service providers before entering or leaving the Terminal will be subject to inspection by **PORTONAVE**, as well as by the competent public authorities, under the terms of the Public Port Security Plan (PSPP), approved by CONPORTOS;

e) Access to the **Terminal** is forbidden to people or vehicles in disagreement with regulatory and safety standards;

e.1) Vehicle plates must be legible and in accordance with all requirements of current legislation;

e.2) The carrier must be duly registered with the National Cargo Carrier Registry;

e.3) If the driver is suspected of being under the influence of alcohol or illicit drugs, the competent public authorities will be notified;

f) For safety reasons, it is recommended not to wear shorts in **PORTONAVE**'s operating areas.

Traffic in Operational Area

g) All cargo units must be locked for circulation inside the **Terminal**, and the safety pin must be unlocked only at the stack and after removal of the *spreader* of the port equipment;

h) The internal speed limit is 30 km/h (thirty kilometers per hour);

i) It is forbidden to prevent or hinder, in any way, the traffic inside the **Terminal**;

j) It is mandatory to give priority to the passage of port equipment;

k) Parking in the equipment transfer lanes is prohibited;

l) Walk through the operational area and between the stacks of containers is not allowed appropriate vehicles for transporting people provided by **PORTONAVE** must be used.

Rules of Behavior and Conduct

m) Taking photographs or filming is not permitted in the administrative and operational areas without prior authorization from **Terminal**;

n) Smoking is prohibited in the **Terminal** area, especially in the operational area, buildings and in signposted areas;

o) It is forbidden to carry or transport any type of weapon, ammunition, explosive devices, fireworks, illicit drugs, alcoholic beverages in the **Terminal** premises;

p) It is forbidden to carry and use a cell phone in the **Terminal** operational area, whether by employees, service providers or third parties, except in cases previously and expressly authorized by the Security Department.

Sole Paragraph. Direct or indirect losses caused to the Terminal or to third parties, including but not limited to costs for cleaning up oil spills, chemical products, and/or damages, will be charged to the driver, the carrier and the cargo owners or consignees, who will be jointly and severally liable for their repair due to non-compliance with access and safety standards, that will be imputed to the causer in accordance with current legislation and this **Instrument**.

Art. 23. Failure to comply with the rules of these Term of Conditions will subject the user of the **Terminal** to:

- a) Verbal warning;
- b) Written warning, a copy of which will be delivered at the time of the violation;
- c) In case of non-compliance with security standards, application of access conditions, duly recorded, until the user remedies the situation or presents sufficient justification;
- d) Revocation of accreditation: in case of action or omission that may generate risk or damage to the **Terminal**, to cargoes, and/or other users.

Paragraph One. Occurrences and penalties are subject to registration in the “Occurrence Record Book”, for internal control purposes and to be made available to the competent authorities.

Paragraph Two. The Terminal Security Department will apply the above penalties.

CHAPTER IV

AUTHORIZED ECONOMIC OPERATOR - AEO

Art. 24. PORTONAVE is certified by the Brazilian Federal Revenue Service as an Authorized Economic Operator, in the Security modality (AEO-S), which represents the company's commitment to the highest security standards applied to the logistics chain in the flow of foreign trade operations, and, therefore, requires its business partners to:

- a) Adopt preventive and corrective measures against failures and irregularities that may compromise the security of the logistics chain in operations carried out with the Terminal;
- b) Report to the Terminal any failures, irregularities or incidents that may affect the security of the logistics chain in its operations;
- c) Even if not certified as Authorized Economic Operators, they commit to meeting the levels of compliance and reliability required by the AEO program, the principles of which are available for knowledge on the Brazilian Federal Revenue Service website.³

³ <http://receita.economia.gov.br/orientacao/aduaneira/importacao-e-exportacao/oea>

CHAPTER V

GENERAL PROVISIONS

Art. 25. The Business hours and other operational information of the **Terminal** are published on the website www.portonave.com.br.

Art. 26. Cases omitted in these **Terms and Conditions** will be governed by current legislation, technical standards, and **PORTONAVE** communications and price list.

Art. 27. The jurisdiction of the district of Navegantes, Santa Catarina, is hereby elected, with express waiver of any other, however privileged it may be, to resolve any and all doubts or disputes arising from the performance or interpretation of these **Terms and Conditions**.

Navegantes/SC, June 04, 2024.

PORTONAVE S/A - TERMINAIS PORTUÁRIOS DE NAVEGANTES

Osmari de Castilho Ribas

Chief Administrative Superintendent

Renê Duarte e Silva Júnior

Chief Operational Superintendent Officer