

Guidelines for shipowners, P & I Clubs, banks and insurance companies for content of guarantee letters issued to enable to release by Port of Gdynia Authority S.A. („PGA”) the vessels, which have caused damages to property of PGA or any port charges have not been regulated by the vessel:

1. The drawer of the guarantee letter might be only an insurance company, bank or P & I Club (protection and indemnity association) with residence in one of the Member States of the European Union or in the United States of America; in case of damage up to the amount of PLN 10.000,00 (in words: ten thousand), the drawer of the guarantee letter might also be the maritime agency individually approved by PGA;
2. The wording in the document title: „LIST ZOBOWIĄZUJĄCY”, „LIST GWARANCYJNY”, „LETTER OF UNDERTAKING”, „LETTER OF GUARANTEE”;
3. Indication PGA as beneficiary of the guarantee letter;
4. Indication of the event, which the guarantee letter refers to;
5. Unconditional and irrevocable obligation to pay the due amount to the limit of the amount agreed in advance with the representative of PGA on the first written request of PGA, within 30 days of receipt of the written demand of PGA;
6. Reservation of the maximum amount in the guarantee letter and payment in PLN currency;
7. Reservation property of Polish law in disputes arising from the provisions of guarantee letter and Polish jurisdiction of ordinary courts competent for the seat of PGA;
8. Attach appropriate powers of attorney or other documents, which will enable to prove that the person undersigned on the guarantee letter is authorized to make declarations of will on behalf of the drawer of the guarantee letter – including the extracts from the state/court companies/association registers, where the drawer of the guarantee letter is registered (an equivalent of the Polish National Court Register). In case if the above mentioned powers of attorney and extracts from the registers are not prepared in Polish or English, then it will be necessary to attach their translations to Polish, made by the sworn;
9. Acceptable issuing guarantee letters in Polish and English.

Nevertheless is claimed, that any additional wording in content of the guarantee letter or other document issued by the drawer of the guarantee letter causing doubt on the unconditional nature of the obligation to pay on the first written request of PGA or giving the drawer of the guarantee letter the possibility to pay the lower amount, than in the written request of PGA, but located in the maximum amount indicated in the guarantee letter, as well as providing for extinguishment of the liability of the drawer of the guarantee letter more rapidly, than in 3 years from the date of issue of the letter, will result in the refusal to accept such guarantee letter by PGA.

This Guideline does not constitute a commitment or promise to the PGA to release the vessel when a guarantee letter containing the content complies with the guidelines described above and meets the above conditions.

In the event of damage or lack of payment of port charges and failing to deliver a letter of guarantee in accordance with the aforementioned guidelines, the PGA reserves the right to take appropriate legal steps to safeguard the resulting claims without excluding the detainee and arrest of the vessel.