

1 July 2017

BOUND **FOR THE** **PORT OF** **GRENAA**

Prices and trade terms
2017



Port of Grenaa

Support your business

**A stable partner
you can count on**



PRICES AND TRADE TERMS 2017 FOR THE PORT OF GRENAA AND ITS SUBSIDIARIES

The conditions and rates listed in this folder are valid for all agreements concerning activities at, to and from the Port of Grenaa and subsidiaries (in the following referred to as GH) unless otherwise expressly and specifically agreed between GH and contracting parties.

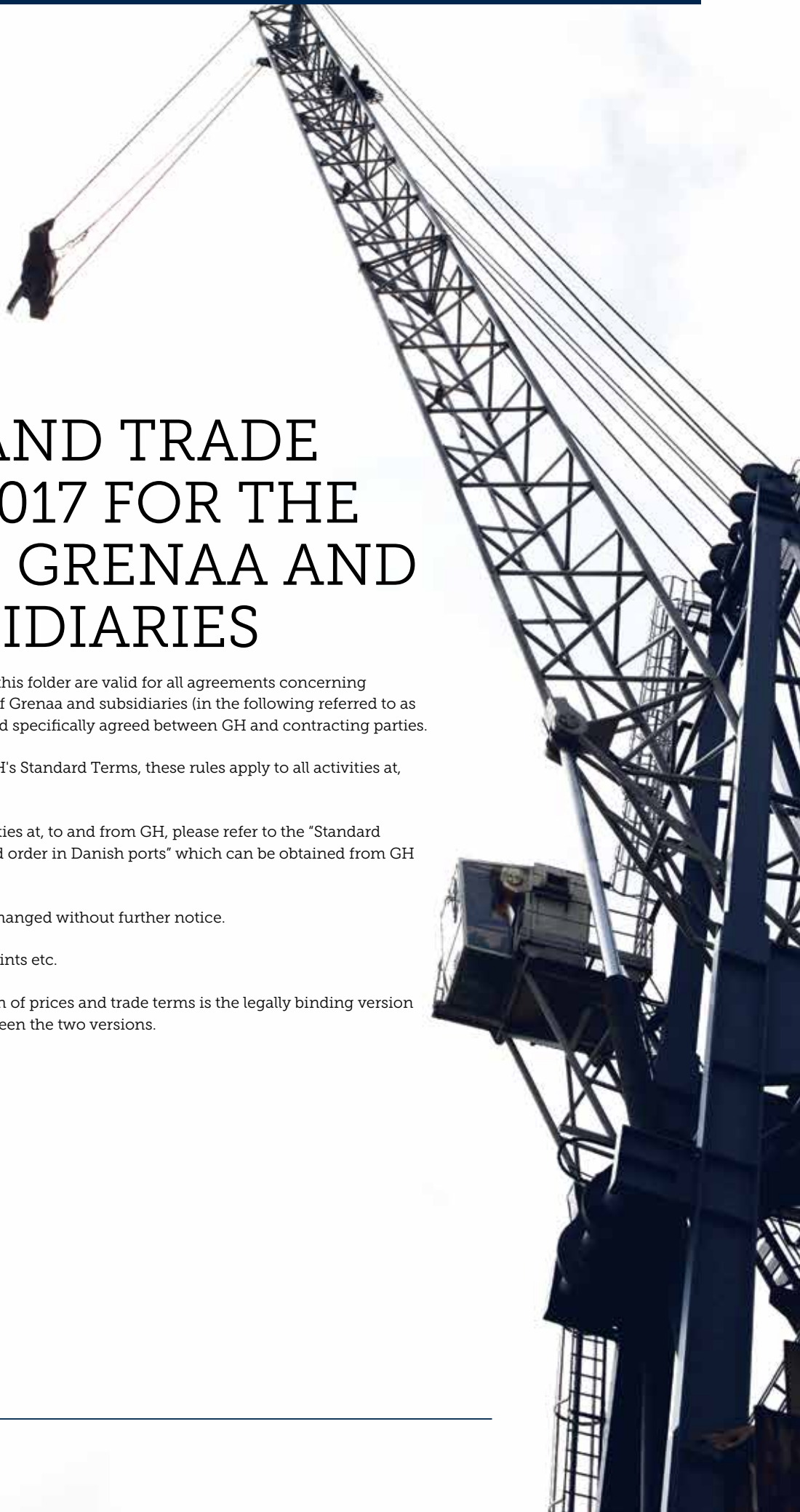
With regard NSAB 2015 and the GH's Standard Terms, these rules apply to all activities at, to and from GH.

For further rules applying to activities at, to and from GH, please refer to the "Standard regulations for observance of good order in Danish ports" which can be obtained from GH or local agents.

All prices are ex-VAT and can be changed without further notice.

GH cannot be held liable for misprints etc.

Please note that the Danish version of prices and trade terms is the legally binding version in the event of discrepancies between the two versions.





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1. GENERAL INFORMATION

GROUP

Port of Grenaa
 Ndr. Kajgade 7 · DK-8500 Grenaa
 Phone (+45) 8758 7600
 CVR no. 25 13 77 36 (company registration number)
 info@port-of-grenaa.dk
 www.port-of-grenaa.dk
 Prices and trade terms can be found at www.port-of-grenaa.com
 For requests related to subsidiaries please contact the Port of Grenaa.

MANAGEMENT

CEO Henrik Carstensen / hec@port-of-grenaa.com
 CFO Kirsten Hvid Schmidt / khs@port-of-grenaa.com

FACILITIES

Area:	1,425,000 sqm
Quay length:	2,500 m
Water depth:	up to 11 m
Swinging basin	375 m in diameter
Ferry berths:	3
Ro-Ro berths:	2
Cranes:	up to 140 tons at 23 m
Cranes:	outreach up to 51 m
Belt conveyer:	up to 300 tons per hour
Reachstacker:	max. 40 tons
Forklifts:	max. 13.6 tons
Warehouses:	24,000 sqm
Tank facility:	37,000 cbm
Electricity:	400 V/up to 63 A/50 HZ
Miscellaneous:	fresh water

NORMAL WORKING HOURS

Monday to Wednesday 07.00 – 16.00
 Thursday and Friday 07.00 – 15.00
 Breaks 09.00 – 09.30 and 12.00 – 12.30

HOLIDAYS

New Year's Day, Palm Sunday, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, Common Prayer Day, Ascension Day, Whit Sunday, Whit Monday, Constitution Day after 12 noon (Operations), 1 May after 12 noon (Operations), 24 December, Christmas Day, Boxing Day and 31 December.

PAYMENT

Bank	Djurslands Bank A/S - Torvet 5 - DK-8500 Grenaa
Branch no.:	7320
Account no.:	126552-4
IBAN:	DK1673200001265524
Swift code:	DJURDK22
Terms of payment:	Net cash

INTERNATIONAL STANDARDS

GH is certified according to the rules drawn up by the UN International Maritime Organization (IMO).

THERE ARE THREE SECURITY AREAS:

The ferry terminal/traffic terminal/tanker pier
 The port is fenced in. The port has video surveillance around the clock and everyone working or visiting shall carry visible ID from GH. Please see further information at www.port-of-grenaa.com. Entrance to the ISPS secured zone of the port is only permitted with a valid ID card from GH or by contacting Administration (Neptunvej 1).

2. TARIFFS

The rates and prices listed in this folder apply to activities at, to and from GH and are valid unless otherwise agreed in writing with GH.

It is the responsibility of the users of the port, i.e. the ship's master or agent, to supply all necessary information for calculating and collecting tariffs and, upon request by the port to supply ship documents, bill of lading, weight certificates etc.

Before a ship leaves the port, whether it has unloaded, loaded or simply docked at the port, all tariffs shall be settled or in some way guaranteed to GH.

2.1. SHIPPING FEES

All ships, vessels and floating structures calling at GH to turnover cargo shall pay a tariff (shipping fee) for docking within the breakwaters.

The shipping fees shall be paid by the owner or operator of the ship.

COMMERCIAL PORT

Shipping fees per call	DKK	3.50	per GT unit
Minimum fee	DKK	500.00	per call
Monthly fees paid in advance with unlimited calls per month	DKK	20.00	per GT unit
Crew boats	DKK	1,800.00	per week

Fees shall cover the ship's stay for 7 days calculated from the date of arrival. For calls lasting more than 7 calendar days, ship's fees shall be paid for every period of 7 days are part thereof.

Vessels requiring two tugboats during arrival can obtain a discount on the shipping fee.

Ships calling at the port generally pay shipping fees of **DKK 25.00 per sqm per month** according to the max. length and breadth of the ship.

Ships calling at the port for provisioning, bunker and crew change or for reasons of convenience shall not pay shipping fees, but will instead be charged a fixed price of **DKK 1,000.00 per call**.

If the ship stays at the port for more than 12 hours, normal shipping fees shall also be paid.

STACKING OF RIGS, SHIPS, BARGES ETC.

There are special provisions for this area which require prior written agreement with GH.



PRIVATE PLEASURE CRAFT ETC. (PRICES ARE INCLUSIVE OF VAT)

Low season boats 0-11 m	DKK	150.00	per day
Low season boats > 11-13 m	DKK	200.00	per day
Low season boats > 13-15 m	DKK	250.00	per day
Low season boats > 15 m	DKK	350.00	per day
High season week 27-32 boats 0-11 m	DKK	200.00	per day
High season week 27-32 boats > 11-13 m	DKK	250.00	per day
High season week 27-32 boats > 13-15 m	DKK	300.00	per day
High season week 27-32 boats > 15 m	DKK	400.00	per day

FISHING HARBOUR AND ANHOLT MARINA

Shipping fees are payable for a minimum of six months.

Open boat	DKK	1,100.00	for six months
One-man operated dinghy/fishing dinghy < 10 m	DKK	2,000.00	for six months
Cutter \geq 10 m and < 20 m	DKK	4,000.00	for six months
Charges for vessels \geq 20 m shall be agreed with GH.			
Fees are minimum	DKK	7,750.00	yearly

For further information see also section 6. Additional conditions.

2.2. WHARFAGE

Wharfage should be paid to GH in respect of all goods which are unloaded, loaded or in any other way launched or landed through the port or the dredged fairways and basins. Wharfage is payable by the consignee or the consignor of such goods.

Current wharfage prices are listed in the valid prices and trade terms.

In case of changes to wharfage prices, the wharfage payable is to be calculated based on the prices applicable at the time of commencement of the unloading or loading operation.

2.2.1.

Wharfage is charged per whole unit calculated based on the tariff manual (customs tariff).			
Cargo in containers	DKK	180.00	per container
Lorries/trailers	DKK	180.00	per unit
Articulated trailers with truck/trailers	DKK	180.00	per unit

2.2.2.

Miscellaneous products of animal origin. (Section 5.)	DKK 4.60 per ton
Types of soil and stone. Gypsum and lime. (Section 25, except 25.01 & 25.23)	
Broken glass and glass waste. (Section 70.01)	

2.2.3.

Grain. (Section 10)	DKK 8.50 per ton
Oil seeds and fruits. (Section 12)	
Salt and cement. (Sections 25.01 & 25.23)	
Fertilizers. (Section 31)	
Wood and articles thereof. (Sections 44.01-44.03)	
Goods made from stone, gypsum, cement and similar materials. (Section 68)	
Raw iron, alloyed and non-alloyed. Scrap metal and scrap iron. Steel products. (Sections 72.01-72.17 & 72.19-72.29)	

2.2.4.

Processed wood such as chipboard etc. (Section 44.10)	DKK 10.75 per ton
Organic chemicals. (Section 29)	
Iron and steel products such as poles, rolled products, profiles, pipes and sheets. (Section 73)	
Semi-manufactured stainless steel products. (Section 72.18)	
Frame moulding, profiled, planed or sanded wood. (Section 44.04)	
Mineral fuels, mineral oils, etc.	

2.2.5.

Oil, petrol etc. (Section 27.10)	DKK 13.00 per ton
Residues and waste from food industries, prepared animal feed, including beet molasses etc. (Section 23)	

2.2.6.

All other products	DKK 13.30 per ton
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2.3. LANDING FISH AT GRENAA AND ANHOLT

For fish and shellfish caught for human consumption unloaded from fishing vessels, in unprocessed condition, a charge of 2.50% of the value of the first-hand sale of such fish and shellfish shall be paid, subject to a maximum of DKK 30,000 per landing. (Landing meaning the total load per call from the individual vessel). See also section 6.2. Exemptions.

Fish caught for industrial processing unloaded from fishing vessels, a charge of 2.50% of the value of the first-hand sale of such fish shall be paid.

It is up to the buyer/master of the individual vessel to provide the port with documentation that the value of the landing has exceeded DKK 1,450,000.00 if the provision concerning a maximum charge of DKK 30,000.00 per landing is to be applied.

For further information see also section 6. Additional conditions.

3. RENTING OF QUAYS, AREAS, WAREHOUSES AND TANKS

3.1. RENTING OF QUAY AND AREA

Temporary renting of quay/area for cargo after 7 days	DKK	5.00	per sqm per week
Or	DKK	20.00	per sqm per month

A storage fee per square metre is charged when related to cargo stored at the port. The storage fee is charged for each full week or part thereof for each full month or part of a month, as stated in the valid prices and trade terms.

Cargo cannot be stored without agreement with GH, and the storage fee will be collected from the owner unless otherwise agreed.

The storage charge for cargo is subject to the specifications of the environmental regulatory agencies such as environment and fire.

3.2. LONG-TERM RENTING OF AREA

The rent on a contractual lease of unpaved areas shall be agreed with GH.

Long-term leasing of land areas is subject to the specifications of the environmental regulatory agencies such as environment and fire.

3.3. RENTING OF WAREHOUSES

Cargo to be loaded or which has been unloaded from ships may be stored in the warehouses at the port by agreement with GH.

WAREHOUSE RENT

Warehouse rent	DKK	25.00	per sqm per month
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The conditions of a contractual lease for warehousing shall be agreed with GH.

Temporary renting of warehouses is subject to the specifications of the environmental regulatory agencies such as environment and fire.

3.4. TEMPORARY RENTING OF TANKS AND TANK INSTALLATIONS

Goods may be stored in tanks owned by GH for periods of minimum 3 months by agreement.

The rent is calculated based upon various factors. Please contact GH for details.

Tank storage is subject to the specifications of the environmental and fire regulatory agencies as well as the environmental approval of GH.

The lessee shall provide the lessor with documentation of compliance with the environmental regulatory agencies' requirements of sampling and analysis at the time of placing, and the lessee shall provide the lessor with additional documentation, if the environmental regulatory agencies or other authorities require this in connection with the lessee's use of the tanks or tank installations. As a minimum, an annual inventory (received by 15 January the following year) which shows all movements in the rented tanks or tank installations for the owner's annual reporting to the environmental regulatory agencies.



3.5. LIABILITY

GH assumes no liability for the loss of, damage to or destruction of cargo (including packaging, full and empty containers, etc.) stored or in any other way placed at the port areas and/or in tanks.

GH assumes no liability for any losses and/or damage which the stored cargo etc. may cause to third parties.

Lessees are therefore encouraged to take out insurance against such risks.

Reference is also made to the section Liability and Limitation of liability.

For further information see also section 6. Additional conditions.



4. RENTAL OF CRANES ETC.

SENNEBOGEN 860 M LOADER

Loading/unloading of ships using grab	DKK	1,500.00	per hour
Waiting time	DKK	325.00	per hour
Overtime supplement	DKK	265.00	per hour
Overtime during the hours 20.00-06.00	DKK	325.00	per hour

DEMAG 900

Loading/unloading of ships using grab	DKK	1,400.00	per hour
Waiting time	DKK	325.00	per hour
Overtime supplement	DKK	265.00	per hour
Overtime during the hours 20.00-06.00	DKK	325.00	per hour
Crane signaller	DKK	325.00	per hour

GOTTWALD HMK 360 E

Loading/unloading of ships	DKK	2,500.00	per hour
Heavy cargo < 50 tons	DKK	2,500.00	per hour
Heavy cargo > 50 < 75 tons	DKK	5,000.00	per hour
Heavy cargo > 75 < 100 tons	DKK	6,500.00	per hour
Heavy cargo > 100 tons	DKK	10,000.00	per hour
Waiting time	DKK	325.00	per hour
Overtime supplement	DKK	265.00	per hour
Overtime during the hours 20.00-06.00	DKK	325.00	per hour
Crane signaller	DKK	325.00	per hour

GOTTWALD HMK 7608 B

Loading/unloading of ships	DKK	2,500.00	per hour
Heavy cargo < 50 tons	DKK	2,500.00	per hour
Heavy cargo > 50 < 75 tons	DKK	5,000.00	per hour
Heavy cargo > 75 < 100 tons	DKK	6,500.00	per hour
Heavy cargo > 100 tons	DKK	10,000.00	per hour
Waiting time	DKK	325.00	per hour
Overtime supplement	DKK	265.00	per hour
Overtime during the hours 20.00-06.00	DKK	325.00	per hour
Crane signaller	DKK	325.00	per hour

REACHSTACKER

For lifting standard containers at the northern port within ISPS area.

Rent incl. operator, with a minimum of 4 containers per session of use	DKK	265.00	per cont. lifted
Rent including operator	DKK	1,425.00	per hour

MINI-LOADER

Rent including operator	DKK	675.00	per hour
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FORKLIFT

Rent including operator 0-4.5 tons	DKK	550.00	per hour
Rent including operator 0-13.6 tons	DKK	955.00	per hour

WHEEL LOADER

Rent including operator	DKK	800.00	per hour
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TRACTORS

Tractor with trailer or brush, including operator	DKK	575.00	per hour
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CONVEYOR

Rent conveyor	DKK	1.00	per ton
Installation of conveyor	DKK	525.00	per session

FUNNEL

Rent funnel	DKK	1.00	per ton
Installation of funnel	DKK	700.00	per session

All machinery and crew are hired out for a minimum of 1 hour. On call, invoice minimum of 3 hours.

Operator is included in the prices.
Crane signaller is paid separately on an hourly basis.

Payment is calculated from the moment the crane leaves GH's permanent place and until it is returned to this place. Minimum 1 hour.

For further information see also section 6. Additional conditions.

5. OTHER SERVICES

5.1. ORDERING AND CANCELLATION OF ELECTRICITY

Regardless of purpose, the supply of electricity shall be ordered from and cancelled with GH. Cancellation shall take place immediately after use to ensure that no live cables are left unattended on the quays.

Ships are required, when reporting electricity to GH, to state berth number and if possible cabinet number. The fishing port is exempt from the above

5.2. PRICES AND PAYMENT

Prices for use of electricity at GH are listed in the valid prices and trade terms.

ELECTRICITY CHARGE

Consumption charge including government tax	DKK	2.80	per Kwh
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Electricity stands operated by chip cards are installed at Anholt marina and in the fishing port. Chip cards can be purchased from the vending machine.

For further information see also section 6. Additional conditions.

5.3. FRESH WATER

Consumption	DKK	49.00	per cbm
Connection and disconnection including hose	DKK	350.00	per session

5.4. WASTE

USE OF RECEPTION SCHEME

Oil residues and compounds, engine room slop etc.	cf. Section 5.6.		
Sewer waste water	as per account rendered		
Operational waste	DKK	1,250.00	per cbm
Personnel: Overtime supplement	DKK	265.00	per hour
Overtime charge during the hours 20.00 - 06.00	DKK	325.00	per hour

Charges for other operational waste and cargo waste, chemicals etc. are based on actual costs depending on options for disposal.

5.5. RECEIPT OF SHIP-GENERATED WASTE ETC.

Pursuant to Ministerial Order No. 415 of 10 May 2012 issued by the Danish Ministry of the Environment, GH has established a reception scheme for reasonable volumes of operational waste and cargo residues from ships. 'Reasonable volumes' is defined as the volumes the ship would, as per the delivery report, normally generate on the route from the last port of call, max. 1 cubic metre.

5.6. ENGINE ROOM SLOP AND OTHER OIL WASTE

This service is available by calling phone number: (+45) 86 94 55 55 or owaarhus@fortum.com

5.7. SEWER AND BATH WASTE WATER

GH receives no sewer and bath waste water, but may, by separate agreement arrange prompt removal from the local sewer service.

For further information see also section 6. Additional conditions.

5.8. LINE HANDLING

Line handling is carried out by Grenaa Boatman Service.
For details of rates please call (+45) 86 320 244.

5.9. HOURLY RATES

PERSONNEL ARE HIRED OUT FOR A MINIMUM OF 1 HOUR.

Operations and service personnel	DKK	325.00	per hour
Waiting time	DKK	325.00	per hour
Overtime supplement	DKK	265.00	per hour
Overtime during the hours 20.00-06.00	DKK	325.00	per hour

5.10. ADMINISTRATION

IN CASE OF OVERDUE PAYMENT OF BILLS, INTEREST WILL BE CHARGED AT A RATE OF 1% PER MONTH OR PART THEREOF.

Second reminder fee:	DKK	60.00	2nd reminder
+ interest 1%			
Third reminder fee:	DKK	60.00	3rd reminder
+ interest 1%			
Paper Invoicing	DKK	70.00	per invoice
EAN billing	DKK	20.00	per invoice
Re-invoicing	+10% of invoice amount		
For payments from abroad	DKK	70.00	per invoice

5.11. ISPS

PER CARD MINIMUM CHARGE IS 1 YEAR IN ADVANCE.

ID card creation	DKK	200.00	per card
ID card annual charge (full calendar year)	DKK	300.00	per card
Shore pass deposit	DKK	200.00	per card
Guest cards not returned after end of use	DKK	200.00	per card

ID CARD RULES

GH refers to the current description of security at the port at www.port-of-grenaa.com

6. ADDITIONAL CONDITIONS

SHIPPING FEES

6.1. BASIS OF CALCULATION

Shipping fees are calculated based on ship gross tonnage either per call or per month. Minimum **DKK 500.00 per call** will be charged.

Ship gross tonnage calculated based upon the International Convention of Tonnage Measurement of Ships of 1969, which came into force on 18 July 1994.

A ship, vessel or floating structure is regarded as being docked at the port from the date of arrival.

Fees shall cover the ship's stay for 7 days calculated from the date of arrival. For calls lasting more than 7 calendar days, ship's fees shall be paid for every period of 7 days are part thereof.

Monthly fees cannot be refunded even if, owing to damage or any other reason, a vessel is unable to call at the port for part of the month or for the entire month covered by such monthly fees. The monthly fees cannot be agreed retrospectively. Requests for monthly fees shall be given before the calendar month in question starts and shall be paid in advance.

6.2. EXEMPTIONS

- a) Ships registered for fishing, except in cases where the ship docks at the port and unloads fish etc. which have been loaded at another port or at sea of which ad valorem tax is paid (See under Wharfage). Minimum fees corresponding to the shipping fees in general for the ship in question shall be paid.

Vessels calling at the fishing harbour will be charged shipping fees in accordance with the valid prices and trade terms. This applies to vessels less than 10 metres long, between 10 and 20 metres long and more than 20 metres long. Shipping fees will be charged for a minimum of six months. If it can be documented within the calendar year that shipping fees amounting to 2.5% of the landing value exceed total shipping fees paid, GH will subsequently credit the difference.

- b) Ships calling at the port solely to seek medical help, to unload sick or shipwrecked personnel or corpses.

Regardless of whether a ship is exempt from paying shipping fees, fees for the removal of waste and other utility tariffs (listed under separate headings) are payable.

WHARFAGE

6.3. BASIS OF CALCULATION

Unless otherwise stated below, wharfage is calculated based upon the classification of the goods in question pursuant to the tariff guide issued by the Danish Tax and Customs Administration. If the goods are not listed in the guide, the wharfage can be obtained from GH.

Partial exemption from trade tax:

- Cargo not landed but loaded from ship to ship is partially exempt from trade tax.
- Partial exemption means that only 50% tax is calculated of the trade tax.

In relation to fish and shellfish caught for human consumption and unloaded from fishing vessels in unprocessed condition as well as fish caught for industrial processing, the wharfage paid per landing shall reflect the value of the first-hand sale of such fish and shellfish. Please see details in the valid prices and trade terms.

A landing is defined as the total load per call from individual vessels.

Wharfage in connection with fish etc. is paid by the buyer (the auctioneer, the fishmonger, the fish dealer or buyer) who is to submit a solemn declaration to the port concerning the basis of calculation. A declaration can be valid for a specific period, although not more than a month. Upon request from GH, the buyer shall submit a specification of his purchases, such specification also being certified by an accountant, and at the request of the port, masters of such vessels listed above shall also provide information on the weight and value of the cargo and the name of the buyer.

The buyer/master of the vessel in question is to provide the port with documentation on the value of a given landing if requested for the provision concerning maximum wharfage per landing to be applied.

6.4. EXEMPTIONS

The following goods are exempt from wharfage:

- Empty containers, empty returnable packaging and means of loading and unloading when not shipped as commodities.
- Provisions and other stores for the sole use of the vessel.
- Goods unloaded temporarily, but which are reloaded during the same call at the port.

6.5. FERRIES

Shipping fees and wharfage for ferries are collected as a combination tariff to be agreed between the ferry operator and GH in each instance.

6.6. RENTING OF WAREHOUSES

In connection with renting agreements the lessee shall:

- ensure that fire-fighting equipment is available in production and storage areas in accordance with the SKAFOR approved 'Requirements for Fire-Fighting Equipment'.
- put up signs informing "Smoking and use of open flame prohibited" in buildings and/or areas within the Emergency Management Agency's technical regulations for wood-working and storing of wood and technical regulations for flammable liquids.
- ensure that outdoor combustible stores (e.g. pallets) are placed a minimum of 3 metres away from buildings with eaves.
- the lessee shall provide the lessor with documentation of compliance with the environmental regulatory agencies' requirements of sampling and analysis at the time of placing.
- the lessee shall provide the lessor with additional documentation, if the environmental regulatory agencies or other authorities require this in connection with the lessee's use of the warehouse.

Temporary renting of warehouses is subject to the specifications of the environmental regulatory agencies such as environment and fire.

6.7. HIRING-OUT OF CRANES AND LOADERS

The following machinery may be hired from GH:

PRODUCT	CAPACITY	OUTREACH	TYPE
DEMAG 900	50/15 tons	13/34 m	Mobile crane
GOTTWALD HMK 360 E	120/25 tons	23/48 m	Mobile crane
GOTTWALD HMK 7608 B	140/42.5 tons	20/51 m	Mobile crane
SENNEBOGEN 860 M	15/6.5 tons	9/21 m	Loader

GH can provide machinery and operator (and crane signaller if required) subject to agreement. If the hirer chooses to use his own crane signaller, special rules apply, cf. below.

6.8. USE OF CRANES WITH HIRER'S CRANE SIGNALLER

If the hirer uses his own crane signaller, the following applies:

The hirer or the hirer's representative shall make the necessary trained workers available to direct the work of the crane by advising the crane operator on the movements to be made by the crane. The crane operator is thus subject to the hirer's instructions, and the work is generally carried out at the hirer's own risk.

Cranes shall only be used for vertical lifting and shall not be used to free straps and chains if the cargo is sitting on top of these.

Cranes shall not be used to lift items, the weight of which exceeds their maximum lifting capacity. The hirer shall be responsible for ensuring this.

If it is necessary to move a crane, the hirer or the hirer's representative shall ensure that the path is clear and that the crane's power cable is not damaged during the operation.

The hirer shall take out liability insurance and insurance against all risks associated with the hirer's direction/use of and lifting with the crane.

6.9. CRANE ACCESSORIES

When a crane is hired, no additional charge is made for the grab and the hook.

GH is not involved in the hooking of the cargo and does not supply the required straps and yokes unless specifically agreed.

6.10. CLEANING OF FUNNEL, GRAB AND CONVEYOR BELT

The hirer shall clean the funnel, grab and conveyor belt although GH may undertake to clean the machinery subject to separate agreement and against payment.

The machinery shall be cleaned immediately after each session of use. No cargo residues or packaging, etc. shall be left at port areas.

6.11. RIGHT OF PRIORITY

In hiring out cranes, priority is given to the loading and unloading of ships. Ships are usually loaded and unloaded in the order in which they arrive.

If a ship is waiting to use a crane, GH is entitled to demand that the hirer of a crane speeds up the work as much as possible, and that the working hours are extended by at least 3 hours of overtime per day, at the hirer's account.

GH always decides to whom, for what purpose and in which order cranes are hired out.

6.12. LIABILITY FOR WORK WITH CRANE ETC.

The liability of GH for any injury or damage that may occur in the course of crane operation or during transport to the site shall be limited to such injury or damage as may be attributed to errors made by or negligence on the part of persons employed by GH and only to the extent that the GH is found to be liable for such injury or damage pursuant to the ordinary rules of Danish law.

The crane hirer shall be liable for any injury or damage, regardless of whom or what may be injured or damaged, resulting from the use of chains, straps, tongs, etc. in connection with the hooking of the cargo. The hirer shall also be responsible for ensuring compliance with the requirements made by the Ministry of Work concerning the regular examination, inspection and labelling of straps, chains, etc.

The crane hirer shall also be liable for any injury or damage, regardless of whom or what may be injured or damaged, resulting from the use of the crane when the hirer uses his own crane signaller.

GH assumes no responsibility for uninterrupted operation of cranes.
Reference is also made to the section Liability and Limitation of liability.



6.13. LIABILITY

GH provides connections to electricity at the quay and at the container terminal only and assumes no liability for any additional protection required pursuant to the heavy current regulation or for any power outages.

GH assumes no liability for the user's equipment. The user shall pay for repairs, ancillary materials, etc. in connection with the repair of any damage and the remedy of any defects of the port's equipment caused by the user.

GH takes no responsibility for lost or damaged chip cards.

Reference is also made to the section Liability and Limitation of liability.

6.14. WASTE

Waste shall be delivered to GH within normal working hours, cf. the valid prices and trade terms. Deliveries can be made outside normal working hours by special arrangement.

Some waste management is free of charge, cf. below, but only for ships which have paid shipping fees and/or wharfage.

The ship and/or the business shall arrange and pay for the delivery of oil and chemical waste which are not operational waste to an approved recipient and treatment facility.

Oil waste containing petrochemicals, IMDG class I and II products, or emulsifiers is not received.

Businesses repairing or breaking up ships shall arrange and pay for the delivery of oil waste etc. to a recipient and treatment facility approved by the authorities.

6.15. REFUSE

Ordinary refuse in the form of operational waste from ships may be deposited free of charge in refuse containers. Reporting is done via SafeSeaNet, cf. the section on ordering below.

Galley garbage may be deposited free of charge in refuse containers marked Galley Garbage. Galley garbage shall not be mixed with other types of waste.

6.16. MEDICAL WASTE

GH does not receive medical waste. The ship or its agent shall arrange for the disposal of such waste to an approved recipient.

6.17. CARGO RESIDUES ACCORDING TO THE MARPOL CONVENTION

GH receives cargo residues by arrangement. A charge is made for the receipt of cargo residues, cf. the valid prices and trade terms.

6.18. ORDERING

All orders for the collection of operational waste and cargo residues are binding and shall be submitted to the operations department of GH as far in advance as possible and by 10.00 a.m. at the latest on the last normal working day before collection/receipt.

6.19. PAYMENT

The collection of reasonable volumes of operational waste, with reference to the above, is free of charge within normal working hours, provided that orders are placed in time.

In the event of collection outside normal working hours, GH will charge based on time, including overtime. The minimum charge is for 3 hours.

If collection/receipt is to take place outside normal working hours, and/or if the order has not been placed the day before at the latest, a charge is made per cubic metre, cf. the valid prices and trade terms.

6.20. SHIPS EXEMPT FROM SHIPPING FEES

Ships which have not paid ordinary shipping fees to GH shall pay for all the aforementioned services rendered by GH.

6.21. LIABILITY

The ship and the ship owner using the port's waste reception schemes shall be liable to compensate GH for any loss that the port may sustain as a result of the furnishing of wrongful, misleading or lacking particulars by the master of the ship concerning the nature, composition and volume of the waste or as a result of leaks due to the ship's own defective equipment or the faulty operation of its own equipment. The ship and the ship owner shall also be liable to compensate the port for any loss pertaining to injuries to persons or damage to property sustained by any third parties as a result of the master of the ship's furnishing of incorrect, misleading or lacking particulars.

6.22. COMPLAINTS

If a ship or its agent should find that the receiving installations are inadequate, a complaints form can be obtained from the waste management plan at www.port-of-grenaa.com

The completed form should be sent to GH with a copy to the Danish Environmental Protection Agency.

6.23. CLEANING

Spillages on areas of the port, including basins, in connection with storage, loading and unloading operations or any other form of cargo handling shall be cleaned up to such an extent that current environmental requirements are complied with.

The owner of the consignment shall remove spillages from the area in accordance with applicable rules.

No waste can be thrown into the port basins. If products or cargo are dropped into the port basins, the owner of the consignment shall retrieve them.

All affected areas shall be cleaned up immediately following the conclusion of the cargo handling operations.

Failure to do so shall entitle GH to arrange for clean-up at the expense of the owner of the consignment.

6.24. INFORMATIVE SIGNS AT THE PORT

These guidelines refer to the informative signs at the port to assist customers, clients and suppliers.

Signs cannot inconvenience or obstruct in any way.

Facade signs can be placed on the company-owned or rented buildings and have the purpose of showing where the company is located and to indicate which products the company may offer. Sign dimensions shall be adapted to the specific buildings.

The installation and placement of the signs shall also comply with the criteria and approval of the authorities.

Upon vacating, the lessee shall remove the signs and trace residues at own cost.

Port tenants are entitled to use the port's informative signs.

The price is **DKK 2,000.00 ex-VAT** per line per side.



7. GH'S STANDARD TERMS

7.1. GENERAL CONDITIONS

7.1.1. DEFINITIONS

ORDERING CUSTOMER:

The Ordering Customer is the legal entity entering into a contract with GH.

TASK:

A Task is one or more items of work, usually within the category of stevedoring, such as:

- a) handling of cargo at the port,
- b) loading and unloading of cargo arriving by ship or truck,
- c) trimming,
- d) transportation at quay and similar places,
- e) sorting cargo,
- f) storage, management and handling of cargo in this connection.

DELIVERY:

Delivery is the time at which GH delivers the cargo to the person entitled to receive it or at an agreed place where the cargo is at the disposal of that person.

SDR (SPECIAL DRAWING RIGHT):

SDRs are used by the International Exchange Foundation. The conversion of SDR to Danish kroner uses the rate of the day on which collateral is provided, or if no collateral is provided upon payment.

WRITTEN NOTICE:

A written notice is a message sent by post or e-mail.

7.1.2. SUBSTANTIVE SCOPE

These Standard Terms are used for tasks performed by GH unless otherwise agreed.

7.2. OFFER, PRICE, PAYMENT AND RIGHT OF LIEN

7.2.1. OFFER

All offers made by GH are non-binding until the Ordering Customer's acceptance of the offer has reached GH.

7.2.2. PRICE

The Ordering Customer shall pay the price agreed between the parties. All prices are quoted ex-VAT and any taxes.

ARTICLE 2.

Unless GH has received special details from the Ordering Customer on the character and volume, GH's price is based upon the following:

- a) normal handling of standard cargo packed in accordance with common practice,
- b) task execution for standard size using standard machinery and within normal working hours,
- c) task execution without discontinuation due to weather, means of transport or lack of preparation.

ARTICLE 3.

Extra work not included in the agreement or which could not be anticipated by GH when the price was quoted cf. article 2 is to be considered as extra work for which GH will claim separate payment. The same applies if work undertaken by GH is complicated or delayed by incidents beyond the control of GH.

ARTICLE 4.

In cases where the parties have not agreed upon a price in advance which is therefore covered in article 3 the Ordering Customer shall pay the price requested by GH.

ARTICLE 5.

When evaluating payment concerning article 3, the key factor shall be the documentation lodged by GH in cases such as used material, time of working and number of employees assisting with the Task.

7.2.3. EXPENSES

GH is entitled to refund of documented expenses and related costs if such expenses exceed that agreed.

7.2.4. FOREIGN CURRENCIES

All prices are quoted in Danish kroner unless otherwise agreed.

ARTICLE 2.

If the price is quoted in a foreign currency, the Ordering Customer carries the risk of any fluctuations between the Danish krone and the quoted foreign currency between the offer and the payment day.

7.2.5. PAYMENT TERMS

GH's standard payment terms are payment due upon invoicing.

ARTICLE 2.

Failure to pay in accordance with the aforementioned terms can entitle GH to make a written 10-day payment claim to the Ordering Customer. Failure to pay before the expiry of the payment claim will invoke §18.

ARTICLE 3.

GH will apply interest of 1% per month commencing after the due date on unpaid invoices.

7.2.6. COLLATERAL

Notwithstanding 7.2.5. above, GH can reasonably request a prepayment or ask the Ordering Customer for sufficient collateral to cover the receivables in connection with unpaid invoices, ongoing tasks or any other claim.

ARTICLE 2.

GH is entitled to cease ongoing tasks without notice and without liability until payment or collateral is received.

7.2.7. DEDUCTIONS

The Ordering Customer cannot make any deduction from monies payable to GH.

7.2.8. RIGHT OF LIEN

GH can claim collateral in cargo, documents, cash etc. within the port's control and for all expenses related to the cargo such as fees and storage rent and for all other claims against the Ordering Customer, regardless of whether they are related to other tasks GH has handled for the Ordering Customer.

ARTICLE 2.

GH has the same right to collect insurance payments for items lost or mishandled included in GH's right of lien according to article 1.

ARTICLE 3.

Non-payment of GH's receivables minimum 14 days after GH has issued a payment claim in accordance with 7.2.5. article 2 shall entitle GH to sell as much of the cargo as necessary to cover all outstanding amounts due or overdue without resorting to the court and in a reasonable manner, either through public auction or offering to relevant buyers. GH shall seek to inform the Ordering Customer of such a sale.

7.3. EXECUTION OF THE TASK

7.3.1. INFORMATION RELATED TO THE CARGO

The Ordering Customer shall provide GH with instructions and details needed to execute the Task. The Ordering Customer shall provide GH with details in advance of:

- a) Type of cargo, weight and volume,
- b) Special precautions needed in connection with execution of the Task,
- c) Loading and/or unloading plans,
- d) Other relevant aspects including details of relevant precautions to protect personnel, the environment and GH's property or third parties against any damage.

ARTICLE 2.

If a task includes storage or storing of cargo for any period, the Ordering Customer is also responsible for providing GH with all relevant instructions concerning any special storage conditions such as temperature, light and moisture concentration etc., which might be required for storage/warehousing of the cargo.

ARTICLE 3.

If GH is warehousing or storing a cargo in a manner common at the port or in the sector in general, GH cannot be held liable for any damage due to conditions which GH could not anticipate or the effects of which GH could not avoid by reasonable means unless GH has acted negligently failing to follow the Ordering Customer's specific instructions.

ARTICLE 4.

The instructions mentioned in articles 1 and 2 shall be given directly to GH in a separate written communication. Messages on loading labels or the like are not considered sufficient.

ARTICLE 5.

Failure on the part of the Ordering Customer related to articles 1 and 2 shall entitle GH to take any measures necessary, without instruction and at the expense of the Ordering Customer, that might be required to prevent damage to the cargo, personnel, property or the environment. If necessary, GH can have the cargo removed, destroyed, rendered harmless or sold according to the rules in 7.2.8, article 3.

7.3.2. DANGEROUS GOODS

If the Task involves dangerous goods, the Ordering Customer shall provide GH with all relevant details subject to conventions and other rules and regulations concerning dangerous goods in advance. Furthermore, the Ordering Customer shall guarantee that all dangerous goods are packed, marked, packaged and classified according to such conventions and rules. The Ordering Customer shall furthermore guarantee that all necessary permits from the authorities have been obtained.

ARTICLE 2.

The Ordering Customer shall provide GH with details of to what extent transportation implies dangerous goods. The Ordering Customer shall inform specifically of the nature and classification of such goods. This shall apply even though such dangerous goods are in transit only. The Ordering Customer shall also ensure that the current regulations concerning dangerous goods for the port in question are respected.

ARTICLE 3.

7.3.1., articles 4 and 5 shall also apply.

7.3.3. CARGO HANDLING

The Ordering Customer shall perform tally or other control functions when loading and unloading from stock.

ARTICLE 2.

Unless otherwise agreed, the Ordering Customer shall ensure that the cargo is packed and marked in compliance with the current rules and can thereby tolerate special handling as well as wind and weather.



7.3.4. EQUIPMENT

GH provides the usual equipment for loading and unloading etc.

ARTICLE 2.

The Ordering Customer shall provide special equipment to GH provided the port requests the same in advance. In such cases, the equipment shall comply with all current regulations and any specific requirements which GH has requested prior to execution of the Task. The Ordering Customer shall furthermore ensure that GH receives correct guidance on use of the equipment and shall in general contribute to preventing injury to personnel and damage to the environment, materials or cargo.

7.3.5. PREPARATION OF TRANSPORTATION EQUIPMENT

Unless otherwise agreed, the Ordering Customer shall ensure that the relevant transportation equipment is ready for GH to execute the Task. In particular, the Ordering Customer shall ensure that cargo spaces are clean, that accessibility to the equipment and cargo spaces is adequate and safe and that the equipment in general is ready to receive the cargo.

ARTICLE 2.

Furthermore, the Ordering Customer shall ensure that working conditions on the transportation equipment such as ventilation, light, mooring and security measures are adequate and legal.

ARTICLE 3.

If GH finds that the Ordering Customer fails to fulfil the commitments according to articles 1 and 2, GH is entitled, but not obliged, to perform the aforementioned tasks at the cost and risk of the Ordering Customer. This also applies even though such tasks are usually handled by GH.

7.3.6. INSURANCE

GH is not obliged to insure the cargo nor goods in storage, at its own expense or that of the Ordering Customer.

ARTICLE 2.

The Ordering Customer shall take out insurance cover for injury to personnel and damage to property caused by the cargo. The Ordering Customer shall upon request from GH document that such insurance is taken out and valid.

7.3.7. TERMINATION

The contract between the Ordering Customer and GH shall expire at the time stipulated in the contract or when the Task is completed. If the contract has been made without mentioning a specific period, it can be terminated with at least 30 days of notice to the end of a month.

ARTICLE 2.

If the Ordering Customer, or the party entitled to receive the cargo, does not receive said cargo until after expiration of the period of notice in clause 7.4.5., articles 3 and 4 shall apply.

7.3.8. BREACH OF CONTRACT

Notwithstanding clause 7.3.7. the contract between GH and the Ordering Customer can be cancelled with immediate effect in the event of material breach of contract. Examples of such breaches are:

- a) non-payment within the payment claim deadline referred to in clause 7.2.5. article 2,
- b) missing, undefined or insufficient details concerning dangerous goods,
- c) insolvency proceedings for one of the parties are opened for reconstruction, bankruptcy or the like.

7.4. GH'S LIABILITY

7.4.1. THE PERIOD OF LIABILITY

GH is responsible for the cargo from takeover to delivery.

7.4.2. THIRD PARTY LIABILITY

GH is entitled to assign the Task in whole or part to a third party at any time, although GH will still be held liable to the Ordering Customer.

7.4.3. LIABILITY FOR LOSS, DAMAGE AND DELAY

GH is liable for the loss, damage or delay of a cargo if:

- a) the circumstance which caused the loss, damage or delay happens in the period GH is responsible for the cargo according to clause 7.4.1. and
- b) the loss, damage or delay is caused by error or negligence on the part of GH or personnel for whom GH is responsible.

ARTICLE 2.

GH cannot be held liable for the loss, damage or delay of cargo caused by strike, lockout or boycott regardless of whether GH is also part of the conflict.

7.4.4. LIABILITY FOR OTHER DAMAGE

GH is liable for other damage than that referred to in clause 7.4.3. if proven that such damage is due to gross error or gross negligence on the part of GH or others for whom GH is responsible. Other damage can include:

- a) other damage than loss, damage or delay of the cargo,
- b) loss, damage or delay of the transportation equipment,
- c) loss, damage or delay of other cargo,
- d) damage to the property of the Ordering Customer or a third party,
- e) errors in connection with document handling, execution of tally or other control functions.

ARTICLE 2.

7.4.3. Article 2 also applies in this case.

7.4.5. DELAY

Late delivery is when GH has not delivered at the exact agreed time or when no delivery time is agreed and the actual time of delivery surpasses the time which can be expected within reasonable circumstances.

ARTICLE 2.

The cargo can be considered as lost if not delivered 30 days after the agreed time of delivery or 60 days after GH took over the cargo if no deadline was agreed.

ARTICLE 3.

If the party entitled to receive the cargo does not receive it at the agreed time, or within a reasonable period of time after GH has informed the Ordering Customer that the delivery can be made if no delivery time is agreed, GH can store the cargo at the expense and risk of the Ordering Customer.

ARTICLE 4.

If GH cannot store the cargo as mentioned in article 3 without incurring considerable cost or inconvenience, or if the cargo is not within the possession of the Ordering Customer within a reasonable period of time, GH is entitled to sell the cargo with reference to clause 7.2.8. article 3. If the cargo cannot be sold or if GH cannot cover its costs by a sale, GH is entitled to arrange disposal of the cargo.

7.4.6. COMPENSATION NOT INCLUDED IN THE CONTRACT

If compensation is claimed on non-contractual grounds, GH and other parties responsible according to 7.4.2. can refer to the provision of the General Conditions which exclude liability for GH or sets or limits the size of such compensation.

ARTICLE 2.

The maximum liability that can be imposed on GH and parties for whom GH is responsible cannot exceed the limits of liability stated in 7.4.8.

7.4.7. CALCULATION OF COMPENSATION

Compensation for damage or partial/complete loss of the cargo is calculated according to the value of the last invoice for the cargo before coming into the care of GH until it is proved that the standard value of a cargo of the same kind and goods was different at the time and place the original cargo should have been taken over in the port.

ARTICLE 2.

If there is no invoiced value as mentioned in article 1, the value shall be calculated based upon the standard value of a cargo of the same kind and goods at the time and place GH would have taken it over.

ARTICLE 3.

Compensation exceeding the value mentioned in articles 1 and 2, including compensation for indirect losses cannot be granted.

7.4.8. LIMITATION OF LIABILITY

Notwithstanding clause 7.4.7. compensation cannot exceed 666,67 SDR for each load or other entity of the cargo or 2 SDR per kilogram damaged or lost cargo depending on which calculation indicates the highest amount.

ARTICLE 2.

If a container, trailer, loading pallet or similar form of transportation is used to collect the cargo, they shall also be a part of the cargo in the event of the application of article 1. When calculating compensation, any items in such forms of transportation shall not be included unless stipulated in the contract.

ARTICLE 3.

Compensation cannot exceed 25,000 SDR per claim. If more Ordering Customers suffer loss as a result of damage caused by the same incident, compensation liability is limited to 500,000 SDR divided pro rata between the Ordering Customers based upon the value of cargo according to clause 7.4.7.

ARTICLE 4.

If it is deemed that damage has been caused due to delay of the cargo, GH shall provide compensation, although not exceeding the amount which GH would receive for execution of the Task cf. 7.2.2.

ARTICLE 5.

If GH is liable for other damage in accordance with clause 7.4.4. GH is entitled to limit its liability according to articles 1 - 3.

ARTICLE 6.

GH's total liability according to articles 1 - 4 cannot exceed the limitation of liability that would apply in case of the loss of all goods the liability for compensation, cf. articles 1 - 3.

ARTICLE 7.

GH's liability cannot exceed that of the Ordering Customer. If the Ordering Customer has limited liability to a third party, GH has the same liability restriction related to the Ordering Customer and third party.

7.5. LIABILITY OF THE ORDERING CUSTOMER

7.5.1. LIABILITY OF THE ORDERING CUSTOMER

The Ordering Customer shall indemnify GH for any loss or damage GH suffers if:

- a) the Ordering Customer has provided incorrect or insufficient details about the cargo,
- b) the cargo is not packed, marked or declared correctly by the Ordering Customer or parties for which the Ordering Customer is responsible for,
- c) the Ordering Customer or parties for which the Ordering Customer is responsible for have loaded, unloaded, stowed or secured the cargo wrongly,
- d) the cargo has hazardous qualities of which GH has not been specifically informed,
- e) GH incurs penalties, import duties, VAT or other duties or has to supply collateral.

ARTICLE 2.

If GH is liable for compensation for damage to third party property, the Ordering Customer shall indemnify GH against that portion of any compensation the port would not be obliged to pay if it could apply these Standard Terms to a third party.

7.6. OBJECTIONS AND LEGAL ACTION

7.6.1. NOTIFICATION OF COMPLAINT

If the Ordering Customer holds GH liable for compensation for damage, loss or delay of cargo or other damage, the Ordering Customer shall inform GH immediately in writing of the same as soon as the reason for such a claim is found or should have been found. If the Ordering Customer does not inform the port, the claim shall lapse.

ARTICLE 2.

Notwithstanding article 1, compensation for delay shall only be paid if GH has received written notification from the Ordering Customer claiming a delay within 21 days of delivery.

7.6.2. OBSOLESCENCE

Any claim against GH shall be considered as expired when 10 months have passed, counted from the dates referred to in article 2.

ARTICLE 2.

In the event of damaged or partial loss of the cargo, the obsolescence deadline referred to in article 1 shall count from time of delivery. In the event of delay, loss of all cargo or other damage, the obsolescence deadline referred to in article 1 shall count from the point at which the damage was discovered.

7.6.3. COURT OF VENUE AND APPLICABLE LAW

All judicial proceedings concerning or emanating from the contractual agreement between GH and the Ordering Customer shall be brought before the Court of Randers.

ARTICLE 2.

All disputes between GH and the Ordering Customer shall be resolved according to Danish law.

8. LIABILITY AND LIMITATION OF LIABILITY

If GH is found to be liable with reference to one of the aforementioned provisions or is held liable in any other way, its liability shall be limited as follows:

Damages shall be fixed according to the value of cargo or other equipment of the same kind at the time when the damage is ascertained. The value of the cargo shall be fixed according to its market price – or, failing that, according to the usual value of cargo of the same type and quality.

However, damages shall not exceed the amounts stated in NSAB 2015 and GH's Standard Terms.

With regards to containers or other units of transport with contents, maximum damages shall not exceed DKK 75,000.

No compensation will be paid for loss on operations, loss of profit, waiting time for trucks or dock workers etc., loss of market share or other indirect losses.

Unless otherwise stated above, or unless otherwise agreed in writing, GH assumes no liability for damage to cargo stored in warehouses, tanks or in port areas. Lessees are therefore encouraged to take out insurance against such risks.

In the event of liability, please refer to § 279 of the Merchant Shipping Act on limitation of liability.

Lessees are liable for any damage on leased, rented or hired plant and machinery in connection with cargo handling, transportation with fork-lift truck, lorry etc.

No compensation is paid for lost or damaged chip cards.

Reference is generally made to NSAB 2015 and GH's Standard Terms.



9. CONTACT



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