

## Rønne Havn A/S

Port of Roenne Sydhavnsvej 12, DK-3700 Danmark CVR. Nr. 2793 2150

General Terms
& Conditions Prices 2021



#### **Port of Roenne**

Rønne Havn A/S Sydhavnsvej 12, P O Box 47 DK-3700 Rønne

CVR. NR. 27 93 21 50 Telephone: +45 5695 0678

E-mail: <a href="mail@portofroenne.com">mail@portofroenne.com</a>
Duty Officer 24/7
<a href="mail@portofroenne.com">trafic@portofroenne.com</a>
Website: <a href="mail@portofroenne.com">www.portofroenne.com</a>

## **Senior Management**

Thomas Bendtsen

Managing Director, CEO

Max Hansen

Finance Director, CFO

Chief Business Officer, CBO-Cruise

Jeppe la Cour

Maja F. Bendtsen

Jørn Nygaard

Vicki Johansen

Managing Director, CEO

Finance Director, CFO

Chief Business Officer, CBO-Offshore

Chief Business Officer, CBO-Bulk

Technical Director, COO

Public Relations- & Marketing

#### Office hours

Monday - Thursday 08.00—16.00 Friday 08.00—13.00 Weekends and Public Holidays Closed

#### **Port Services**

Maritime Services: (24/7/365) +45 5136 3747

E-mail: <u>trafic@portofroenne.com</u>

The General Term & Conditions & Prices 2020 is an unauthorised translation of the Danish version. In case of dispute, the Danish text shall apply.

All prices are for guidance only, exclusive of VAT and can be changed without prior warning. The General Terms & Conditions apply from 1 January 2021



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#### General Terms & Conditions:

All relevant data on the ship provided in the applicable Tonnage Certificate, e.g., the expected arrival time, actual draught and the level of assistance required, must be reported to Maritime Services, using SafeSeaNet 24 hours prior to arrival.

If departure is from a port less than 24/12 hours transit time from Port of Rønne, then notification of arrival must be given no later than at the time of departure from the given port.

The following information must be submitted to Maritime Services (SafeSeaNet) at the time of call into the port:

- ISPS certificate, expiry date (only for the first visit)
- List of Crew members
- List of Passengers
- "Notification concerning ISPS"
- Description of ship waste
- Declaration from the captain

The Master or shipping agent must provide Rønne Havn A/S with all necessary information regarding the ship, its cargo, etc. for the calculation of tariffs. Furthermore vessels certificates, manifests, proof of weight/tonnage, etc. should be provided to confirm the given information of the ship and cargo.

The Master or shipping agent shall also provide Rønne Havn A/S with information about the ship, its passengers, containers, and cargo including transportation types aboard (e.g., cars, bicycles, trucks, etc.) to be used for statistics.

All expenses must be paid prior to departure. However, Rønne Havn A/S may, if a deposit has been paid or other guarantees made by the ship or its agent, permit departure before the tariff has been paid in full.

Rønne Havn A/S' standard credit period is the date of invoice + seven days.

Further to the regulations in Rønne Havn A/S' Business Terms & Conditions, reference is made to the applicable Conditions of Conduct for Rønne Havn A/S as well as the Standard Regulations for the Observance of Good Order in Danish Commercial Ports.

Paper invoices are charged a fee of DKK 75.00 per invoice. Electronic invoices (pdf) are free of charge.

Hereafter Rønne Havn A/S is termed The Port



## 2. Ship tariffs/general conditions:

Tariffs are charged for all ships, vessels of all kinds, and all floating material that unloades or loads goods or transports passengers and/or goods at the quayside, for mooring in The Port or in the dredged inlet leading to it. The tariff is charged directly to the ship.

Tariffs are charged from the time of arrival at The Port. The tariff covers mooring for up to five calendar days, subject to availability. If the stay of the ship exceeds five calendar days, a new tariff incurs for a full five-day period or part thereof.

The tariff is calculated based on the gross tonnage (GT) of the vessel.

For Cruise ships the tariff covers mooring for up to 36 hours unless other arrangements previously have been made with The Port.

Ships expected to stay for an extended period must pay pursuant to prior arrangements and/or customised contracts. Please contact Maritime Services: e-mail <a href="mailto:trafic@portofroenne.com">trafic@portofroenne.com</a> or phone +45 5136 3747.

The Port reserves the right to make individual arrangements with ships regarding their mooring tariff at any time.

#### 2.1 Shipping tariffs for Bulk carriers and Ferries:

Every call is charged a fee of DKK 3.05 per GT. However, a minimum of 1,000 GT applies per call despite ship volume.

#### 2.1.1 Ships with more than six calls per calendar month.

Ships calling at The Port more than six times per calendar month are eligible to negotiate an alternative arrangement of payment of the tariff with The Port.

The tariff per call, per GT, can however never be lower than DKK 0.91 per GT per call.

## 2.2 National Flagships (Military, Icebreakers etc.) fishing boats, etc.

Ships, which are exempted from ship tariffs cf. section 2.7, are required to pay a tariff per call, as shown in the following table:



Value		Cost in DKK
0 – 399	DKK.	520,50
400 – 499	DKK.	779,50
500 – 799	DKK.	1,039.00
800 – 999	DKK.	1,229.00
1,000 – 1,999	DKK.	1,559.00
2,000 – 2,999	DKK.	2,078.00
3,000 – 4,999	DKK.	3,637.00
5,000 and upwards	DKK.	5,195,00
Table value is calculated as: Max. length x max. width		

This call tariff covers mooring of the ship in The Port for a maximum of 24 hours. If this duration is exceeded, a new contribution must be paid for a full 24-hour period or part thereof.

Furthermore, an ISPS tariff will be charged for each call of DKK 0.26 per GT though a minimum of DKK 260.00 per mooring. If the ship has no GT, a GT value will be calculated according to the table above, divided by DKK 3.05.

Payment of this call tariff must be made before the time of departure, pursuant to section 1 of General Terms & Conditions.

## 2.3 Cruise ships:

Cruise ships are recognised as non-cargo carrying ships, which are calling at The Port as part of a preplanned cruise itinerary.

(For further information please refer to Rønne Havn A/S' Berthing & Booking Policy for Cruise ships).

## 2.3.1 Discount arrangement for Cruise Ships:

Cruise ships calling at The Port at least five times per year, or which enter into an agreement of port calls for several consecutive years, are eligible to negotiate an arrangement of discount with Rønne Havn A/S.

## 2.3.2 Cruise ships at anchor on the roads:

Cruise ships, which anchors on the roads and is transporting passengers to The Port using tendering boats, are charged a fixed fee as well as the passenger tariff, pursuant to section 6 b, see table below:



No. of Passengers	Cost in DKK
0 – 499	DKK. 15,225.00
500 – 1499	DKK. 20,300.00
1500 - 2499	DKK. 30,450.00
2500 and upwards	DKK. 40,600.00

## 2.4 Hotel ships, etc

Hotel ships are not included in the provisions of The Port's Standard Terms for tariffs. Each Hotel Ship must make individual arrangements for the calculation and payment of tariffs for use of The Port.

Hotel ships must pay for collection of sludge and other waste, the supply of freshwater, any costs ensuing from ISPS security guards, etc.

## 2.5 Jack-up ships, Rigs, etc.:

Special conditions apply for Jack-ups, rigs etc. Calling of such vessels will only occur with prior written approval from the Maritime Services.

## 2.6 Ship tariff for unapproved SBT environmentally friendly tankers:

Tariffs apply to tankers with SBT approval. Tankers without SBT approval will be charged a surcharge of DKK 0.45 (15%) per GT.

A Tonnage Certificate clearly indicating the SBT approval of the ship must be submitted to The Port prior to arrival.

## 2.7 Exemptions from tariffs:

The	following are exempted from tariffs:
a.	Ships registered as fishing vessels landing fish and settling payment of cargo dues, pursuant to section 5.1 c.
	This exemption is valid for the calendar month in which the cargo dues is charged, pursuant to section 5.1.c.
	The cargo dues must however, at a minimum, relate to the value of the gross tonnage of the ship (though a minimum of 1000 GT) x DKK 18.30.
b.	Ships calling at The Port to seek medical assistance, to land diseased, survivors of a shipwreck, or corpses.
C.	Ships under Danish or foreign national flags not registered to carry cargo or passengers are charged according to section 2.2.



d.	Ships needing to bunker or which due to damage, storm, fog or other weather
	conditions, are seeking Port of Refuge, will be charged according to section
	2.2.

- **e.** Ships exclusively unloading, loading or transporting cargo or materials for the use of The Port.
- **f.** Ships belonging to The Port or which are used in its service.

The exemptions mentioned in section **b.**, **c**., and **d.** are valid only if the duration at the quayside does not exceed 24 hours from the time of arrival.

Ships exempt of tariff under section **b., c.** and **d.** must, however, pay an ISPS charge pursuant to section 7.

#### 3. Mooring Service / Line handling:

Mooring service must be booked at Maritime Services at the following rates:

For regular calls with ships under 100 meters in length, mooring is carried out by at least one line-handler; With the exception of tankers where two line-handlers are always used.

For ships between 100 and 200 metres in length two line-handlers are always required, while ships beyond 200 meters in length require four line-handlers.

If the ship requires additional line-handlers, than described herein, are booked at Maritime Services if required.

Maritime Services reserves the right to determine whether a call is to be considered standard.

Ships using wire cables are not considered standard calls, and two line-handlers are required in this regard.

Line-handler rates			
Ship length	Cost per operation *		
Ships from 0 – 99 meters Ships from 100 – 199 meters Ships from 200 and upwards	DKK 614.00 per line-handler DKK 645.00 per line-handler DKK 660.00 per line-handler		
Between the hours of midnight (00.00) and 06.00, an extra charge of DKK 533.00 per line-handler per call will incur.			



\* An operation is defined either as an arrival, shifting or a departure. A combined arrival and departure comprises of two separate operations.

For ferries and other vessels of 5,000 t. DW and above, as well as ships which otherwise require extra crew, the rates apply by further agreement.

For latency and other labour an hourly rate of DKK 614.00 per line-handler incurs. After the first full hour payment, payment is made per ½ hour or part thereof.

## 4. Use of Tug boat:

Tug boat services are booked via Maritime Services with 24 hours prior notice, followed by 12 hours' notice. Furthermore, arrival must be confirmed at least 3 hours prior to arrival.

If departure is from a port less than 24/12 hours transit time from The Port, then notification of arrival must be given no later than at the time of departure the given port.

#### 4.1 Towage:

Ships/units requiring towage from the roads into The Port, towage from The Port to the roads, and tugboat services and shifting within The Port will be carried out by Rønne Havn A/S at rates mentioned in **Appendix 1** (Tugboat/Towing charges).

Other tasks (e.g., exchange of crew at sea, delivery of goods and/or equipment at sea, etc.) will in each instance be charged pursuant to further arrangements with The Port.

Services/tasks ordered between 6 and 12 hours prior to service/task commencement incurs an express fee of DKK 760.00.

Services/tasks ordered with less than 6 hours prior to service/task commencement incurs an express fee of DKK 1.525.00.

Cancellation of a towing or other assistance less than six hours prior to the time of commencement of the towing or assistance incurs payment of minimum one operating hour, pursuant to section 8 of the Tugboat Statutes.

Moreover, reference is made to Appendix 2, Articles of Association for the use of the Rønne Havn A/S tugboat.



## 5. Cargo dues:

All cargo loaded or unloaded, or in any way launched or landed in The Port, or the dredged entrance to it, incurs payment of cargo tariffs to Rønne Havn A/S. The cargo tariffs are charged to the recipient of the cargo or to the initial shipper.

#### **5.1** Rates:

All cargo dues are calculated from the table below. All quantities of goods are rounded to the nearest whole ton. In case of doubt about the ranking of a product in the table Rønne Havn A/S will determine the ranking:

Group	Product group	DKK per ton
a.	General rate	
	If not specified below	17,18
	Price group 1	
b.1	Corn, product code 10	
	Oil seed, product code 12	
	Fodder, product code 23	
	Salt and cement, product code 25.01 and 25.23	10.07
	Fertiliser, product code 31	10,97
	Wood, product code 44	
	Stone goods, cement, product code 68 and 69	
	Metals, product code 72 et al.	
	Price group 2	
b.2	Stone and gravel, product code 25	
	(except 25.01 and 25.23)	4,84
	Cinder, ash, product code 26	4,04
	Glass shards and other glass waste, product code 70	
	Price group 3	
b.3	Coal, coke, product code 27.01 – 04	14,33
	Price group 4	
b.4	Oil and gasoline, product group 27.10	15,60
	Price group 5 – Ferry goods	DKK
b.5	Commercial vehicles (vans, etc.) under/3,500 kg. per unit	41,77
	Solo Trucks, per unit	116,02
	Trucks with a trailer, per unit	231,52
	Trailer and semi-trailers, per unit	208,32
	Loose goods per ton	16,22



	Price group 6					
b.6	Goods in containers (regardless of product type), per	16,22				
	ton					
	Fish and shellfish , etc.					
C.	c. Catch released from fishing vessels or well smacks in unprocess processed state incurs a fee of 2.6% of the value paid on first sales.					
The cargo dues for fish etc., is to be paid by the purchaser (auch fish shop keeper, fish dealer) independent of the vessel, who provide The Port with the purchase details on which to calcutariff.  This information is approved for a specific duration, though longer than a month.  The recipient is required to provide a specification of purchases the master of the fishing vessel by the request of The Port is to written information on the value of the cargo, its weight, and to it was sold.						
				The Port reserves the right to demand that the purchaser proformal security for the duration of the settlement period a demand that the purchaser sets up a separate bank account name of The Port.		
			The Port may demand guarantees, alter the credit pedemand that a separate bank account is created at any time.		•	
d.	The Master of the vessel must provide written documentation to The Port of the type of cargo and its weight, pursuant to section c. The total weight must be shown as gross weight in full hundreds of kilos, so that amounts less than a hundred kilos are discarded.					
e.	Should the rates change during loading or unloading operation, the valid rate is the rate applicable at the starting time of un- and loading.					

## 5.2 Exemptions from cargo dues:

a.	Provisions and other supplies for the use of the ship.	
b.	Goods and equipment for the consumption of The Port.	
C.	Goods imported seaward to The Port and for which there have been	
	paid inbound cargo dues, no cargo dues will incur outbound by seaward	
	further transport, provided that the goods after unloading have not	
	undergone any processing including packaging, and that the forwarding	



takes place within 12 months after the time of unloading.

In each case, an application for an exemption from the cargo dues must be submitted to The Port at the time of submission of a ship and cargo declaration, etc., for the cargo of the ship.

The application must contain a documented specification of the cargo duespayed for each incoming lot, and the shipper must make a declaration on their honour that the full cargo dues for the incoming lot has been paid in full.

## 5.3 Refund of cargo dues:

a. If it is documented that too much has been paid in cargo dues due to an incorrect declaration, regulation can be made by request to The Port. However, such a request must be given no later than 3 months from the date of payment. A refund incurs a handling fee of DKK 550.00 per expedition.

## 6. Car, passenger, motorcycle, and bicycle tariffs

All the below-mentioned tariffs must be paid to The Port before the time of departure. However, The Port may, against a deposit or other formal security provided by the ship or its agent, permit departure before the charge is paid.

a.	Motor cars, caravans and motorcar trailers tariffs	DKK
	Motor cars that are loaded or unloaded within the perimeter of the	
	harbour incurs a tariff of:	24.33
b.	Passenger tariff	DKK
	Every passenger arriving or departing from The Port premises incurs a tariff of:	4.04
	Every passenger on board cruise ships calling The Port incurs a tariff of:	4.04
c.	Motorcycle tariff	DKK
	Motorcycles loaded or unloaded within the perimeter of the harbour, incurs a tariff of: (the tariff amounts to 50% of the tariff for motor cars)	12.16
d.	Bicycle tariff	DKK
	Bicycles loaded or unloaded within the perimeter of The Port incurs a tariff of:	2.32



#### 7. ISPS tariffs:

The Port will charge an ISPS tariff due to increasing demand for security at The Port, increasing cost of investment and running costs.

ISPS-tariffs per call from 1 January 2021 constitute the following:

Туре		ISPS tariff
Gene	ral tariff (2.1)	DKK 0.26 per GT
Mont	hly tariff (2.1)	DKK 1.10 per GT
Moto	rcar tariff (6.)	DKK 0.00 per unit
Passe	nger tariff (6.)	DKK 0.53 per pax
Carg	o dues (5.1):	
a.	General rate	DKK 0.49 per ton
b.1	Corn, flour, cement, fertiliser, wood	DKK 0.30 per ton
b.2	Gravel, soil, stone, chalk, ores, glass	DKK 0.14 per ton
b.3	Coal	DKK 0.41 per ton
b.4	Oil	DKK 0.45 per ton
b.5	Ferry cargoes	DKK 0.46 per ton

The minimum ISPS tariff is DKK 260.00 per call and a minimum of DKK 130.00 for cargo.

For cruise calls with less than 1,500 passengers, a minimum of one natural guard is required. For arrivals with more than 1,500 passengers, a minimum of (2) two natural guards are required.

If a security guard is required to man the ISPS gates, a special charge incurs as follows:

ISPS-watch per guard	DKK
Per. hour or part thereof, during normal	460.00
working hours	
Per. hour or part thereof, outside normal	710,00
working hours	

Normal working hours are defined as work within the following time periods:

Monday - Thursday at. 7 am to 3 pm Friday. At. 7 am to 11:59 am



## 8. Warehousing and outdoor storage of cargo:

Liability in connection with goods (including full and empty containers and all material whatever the type that is placed within the premises of The Port – hereinafter termed "Goods".)

Unless otherwise agreed upon with The Port, any kind of reloading of Goods are not permitted within The Port premises.

The Port assumes no responsibility for Goods that are stored or placed within the confines of The Port or its warehouse.

Furthermore, The Port assumes no responsibility for any damages to a third party inflicted by the Goods. In the event of a liability issue please refer to the provisions regarding Limitation of Liability in section 13.

Unless Maritime Services has been otherwise notified prior to the time of storage, the person liable for the rental charge will be liable for all and any damages occurring to the property of The Port. This liability does not preclude The Port from holding the proprietor of the Goods responsible for said damage.

#### 8.1 Rental for Goods on quayside or other outdoor areas:

Goods loaded to or unloaded from ships can remain on The Port premises free of charge for up to five days subject to availability. This period of storage on harbour premises is calculated from and includes the first day the Goods are stored.

If The Goods, loaded to or unloaded from ship, remain on The Port premises for longer than five calendar days a tariff incurs of DKK 2.35 per square metre per week. The tariff is paided for a full week, even if the Goods are removed with in. Storage for more than five days can only happen by agreement made with Maritime Services.

If the duration agreed upon is exceeded the tariff will double (DKK 4.70 per square metre) per exceeded week period or part thereof.

If the recipient or dispatcher of the cargo exceeds the period of rental agreed upon, The Port may demand that the Goods are removed immediately. Goods placed without prior arrangement with The Port will, if necessary, be moved or removed at the expense and liability of the proprietor of the Goods.

The rental will be charged, unless otherwise arranged with The Port, to the ship proprietor or the haulage operator who is responsible for rental payment.



Non-shipping cargoes, e.g., Goods which are not liable for cargo dues, can be stored on The Port premises for a weekly charge if distinct and prior arrangement has been made with The Port.

## 8.2 Long term rental of space

Rental of space within port premises is determined according to individual agreement. The rental conditions are agreed upon individually as well.

Rental of quayside areas includes an additional tariff based on turnover or a guarantee for a certain turnover in the form of ship or cargo dues. The area classification is dependent on the location and is determined by The Port.

## 8.3 Rental of equipment sheds

The Port manages several equipment sheds in the South Harbour, which are mainly rented by the fishermen of the town of Rønne. The rental rates are the following:

Rental per quarter, per square metre

DKK 41.00

Electricity is metered and charged separately.

Nothing may be placed or stored in the area outside or around the sheds. If a hirer does not abide by the conditions for hiring the sheds, The Port may demand the shed is emptied and the hirer vacated from the area. Equipment, etc., placed without prior agreement with The Port will, if necessary, be moved or removed at the cost and liability of the proprietor.

Rent and any electricity used is charged by The Port.

## 8.4 Parking of trucks and trailers

Unless otherwise arranged with The Port, all trucks and trailers must be parked in The Port trailer park located in the West Harbour. The following rules apply:

- Trucks and trailers, etc., may only be parked for a maximum of 12 hours prior to departure onto the ferry.
- Trucks and trailers, etc., must be removed from the trailer park no later than 12 hours following arrival with the ferry.
- Trucks and trailers, etc. exceeding the 12-hour rule will be charged a fee for



rental of The Port's trailer park of DKK 580.00 for the first hour, and for each hour thereafter a charge of DKK 160.00 per hour or part thereof.

- This fee must be paid in cash when the vehicle is collected. The fee is to be paid to The Port at The Port Office, Sydhavnsvej 12, 3700 Rønne.
- A vehicle not removed at the request of The Port will be removed at the cost and liability of the proprietor and placed elsewhere within The Port premises.
   The vehicle will be released upon payment of a specifically determined claim from The Port.
- Long term parking (for more than 12 hours) on harbour premises is possible only upon entering into a specific, individual rental contract with The Port.

#### 9. Cranes:

The guidelines for booking and usage of The Ports cranes are found in Appendix 3 "Terms and Conditions for Renting Cranes."

#### 9.1 General

The most imperative cost regulations are found below; however, the regulations in detail are found in the Crane Terms and Conditions. In case of disagreement between the Crane Terms and Conditions and information given below, the Crane Terms and Conditions take precedence.

The cranes lift solely vertically and may not be used if there is a chance of a leaning lift. Cranes may not be used to lift burdens exceeding their approved lifting weight.

### 9.2 Liability

According to the Danish law on standard tort rules, Rønne Havn A/S is liable solely for damages as a result of defects and/or omissions relating directly to the cranes.

The Port assumes no responsibility for the uninterrupted operation of the cranes.

The Port does not supply the necessary straps, cords, shackles, etc. or other equipment necessary for the crane to lift the Goods.

The hirer or their representative is responsible for hooking, etc., and will themselves instruct the operation of the crane, by instructing the crane driver of the movement of the crane.

In the event of liability please refer to the Limitation of Liability provisions in section 12.



## 9.3 Ordering a crane:

Booking, cancellation, or any other changes to a booking must be made to <a href="mailto:trafic@portofroenne.com">trafic@portofroenne.com</a> and must be confirmed by Maritime Services. The booking must contain information regarding the weight of the Goods and the condition thereof. Crane booking is normally processed in the order in which it is registered.

The Port reserves the right to deviate from the booking order so that The Port determines to whom, for what purpose and in which order the cranes are rented at all times.

The cranes are preferentially rented for the loading and unloading of ships.

#### 9.4 Rental rates:

The rates include payment for the crane driver. Crane are rented for one hour minimum where after charge incurs for every half hour or part thereof.

Work performed after regular working hours incurs an hourly overtime surcharge.

The Port cranes only carry out tasks on port premises. The port has 2 two mobile cranes, "INA" Liebherr LH 110 and "SØS" Liebherr LHM 250.

"SØS" (Liebherr LHM 250) operates only on areas adjacent to quays 31 to 34 in Sydhavnen and the newly established port section (Østhavnen) in 2019.

Are the cranes required to employ other equipment than usual the hirer must pay for additional rigging, etc., as invoiced.

Charge occur from the moment the crane departs from The Port crane park until it is returned to the crane park.

Rates for The Port crane rental:		
"INA" Liebherr LH 110		DKK
Loading and unloading by bucket	per ton	15.82
Unloading of chalk by bucket	per ton	9.67
Loading and unloading with hooks	per ton	9.67
Minimum payment for use of cranes	per hour	1,800.00
"SØS" Liebherr LHM 250		
Project load < 20 tons on hooks	per hour	2,100,00
Project load 21 – 40 tons on hooks	per hour	3,500,00



Project load > 40 tons on hooks	per hour	5,000,00
Other crane rates		
Waiting time (standby)	per hour	475.00
Overtime surcharge	per hour	264.00

Rigging and unrigging of cranes, min. ½ hour per task = DKK 900.00

Landing and launching smaller fishing boats and leisure crafts from the washing area at South Harbour with the incurs a charge of DKK 1,800.00 per crane operation, including rigging and unrigging for one hour maximum. Exceeding one hour incurs a fee of DKK 1,800.00 per hour or part thereof. Work performed outside normal working hours incurs an additional surcharge, pursuant to the Terms and Conditions.

All crane tasks are determined by quantity per ton though the hourly minimum rate is always paid for the rental of a crane.

Overtime surcharge rates incurs for work performed on public holidays and outside following hours: **Monday to Friday from 07.00 to 15.00** 

Are 'outside' cranes used with a capacity matched by the cranes retained by The Port, while the The Port cranes are available, The Port reserves the right to charge a fee of DKK 1,800.00 per crane per day.

For more information, please refer to Appendix 3, Terms and Conditions for rental of cranes.

#### 10. Infrastructure rental:

#### STATUTES FOR RENTAL OF INFRASTRUCTURE

§ 1

The rules in the following statutes apply to vessels without a complete and signed-on crew which The Port has given permission to dock in The Port for a period exceeding five calendar days.

§ 2

The following rental rates are fixed for the purpose of utilising the area:



- a. Vessels moored in The Port without a complete, signed-on crew for a period exceeding five calendar days are charged DKK 3.05 per GT for every additional five-day period or part thereof. Furthermore, an ISPS tariff must be payed, see section 7, per five-day period or part thereof.
- Rental rates for vessels and other floating material used for business purposes,
   e.g., for storage of cargoes or for sale, exhibition, etc., including scrapping, are
   determined pursuant to further negotiations with The Port.
- c. For waterways used by shipyards, floating docks, and repair fleets or in connection with performing contractor tasks, etc., the rental rate is determined based on further negotiations with The Port.
- d. For use of waterways, including vessels used for lodgings, etc., not covered in section a or b above, rental rates are determined pursuant to further negotiations with The Port.

§ 3

Rates will be charged by The Port and paid up front for each rental period. Payment can be made quarterly or half-yearly regarding vessels with more permanent docking.

## 11. Supply of water and reception of wastewater:

## 11.1 Water supply rates:

Several connection points are located around The Port for water and electricity supply. A Tally Key Card necessary to operate the points are purchased at The Port Office. Water hoses, power cables, etc., must be removed immediately following operation of the connection points to prevent equipment from being left unattended on the quay.

Supply of large amounts of freshwater is procured from hydrants placed along the quaysides of The Port. Contact Maritime Services regarding large orders of freshwater. The rates are as follows:

Connection fee, per time	DKK 280.00
Freshwater, per cubic metre	DKK 28.42
Fixed route ships approved by The Port with dedicated quay and with large water	

consumption using the ship's own hoses and attachments:



Connection fee, per time	DKK 00.00
Freshwater, per cubic metre	DKK 23.60

Water hydrants at Rønne Harbour are equipped with DIN52/C couplings as per standard. Hydrants at quays 33 and 34 are equipped with Storcz B couplings.

Alterations in the prices above are made pursuant to changes made by the utility companies providing the freshwater.

## 11.2 Sewage and waste containing oli.

Sewage and waste containing oil remnants to car can be delivered during The Ports normal working hours. If the ship solely is in port outside these hours, then collection of this type of waste will incur a charge.

Sewage wastewater can be delivered 24/7/365 from quays 31, 32, 33 and 34 when connected to a wastewater system. TW-couplings or IMO standard discharge - connection must be used. Bolt circle diameter 170 mm, 18 mm bolts.

Connection fee, per time	DKK 280.00
Waste water per cubic metre (when emptying sewage)	DKK 34.26
Waste containing oil remnants, per tons	DKK 1,160.00
Suction vehicle, per hour	DKK 1,005.00
Call-out outside normal working hours, per time	DKK 762.00

#### 11.3 Liability:

The Port assumes no liability for any breakdown of service in connection with the supply of freshwater or Sewage etc.

#### 12. Supply of electricity:

Several connection points are located around The Port for water and electricity supply. A Tally Key Card necessary to operate the points are purchased at The Port Office. Power cables, etc. must be removed immediately following operation of the connection points to prevent the equipment from being left unattended on the quay.



Contact Maritime Services regarding large quantities of electricity. Notice of cancellation must be given immediately after use to prevent power cables from being left unattended on the quay.

## 12.1 Prices for the supply of electricity

Electricity connection points		
Electricity usage per kWh	DKK 2.84	
Delivery by Maritime Services, with meter:		
Electricity consumption per kWh metered	DKK 2.84	
Minimum 50 kWh, per connection	DKK 142.00	
Without meter		
If The Port does not receive a reading of the electricity meter of the vessel on arrival or on connection, on departure/disconnection, or if there is no electricity meter on board the charge will be the largest possible consumption as shown below:  Electricity usage – 10 amp/220 V plug (50 kWh)  DKK 142.00 per 24 hrs		
Electricity usage – 16 amp/380 V plug (140 kWh)	DKK 398.00 per 24 hrs	
Electricity usage – 63 amp/380 V plug (500 kWh)	DKK 1,420.00 per 24 hrs	
Connection without permission will incur surcharge of	DKK 1,250.00 per time.	
Alterations in the above prices are made pursuant to changes made by the utility companies providing the electricity.		

## 12.2 Liability:

The Port solely supplies the power plugs on the quayside and assumes no responsibility for any required protection with regard to regulations for heavy current.

The Port does not supply cables from the quayside plugs for the user and assumes no responsibility for the equipment belonging to the user.

The user is responsible for any damage to The Port equipment. The user must pay for any damages to the property of The Port caused by the user.



## 13. Cleaning of the quayside area:

Pollution caused by spillage on The Port premises in connection with loading or discharging of fish, mending of nets, or loading or unloading of any other form of cargo must be cleaned up to such an extent that the area complies with all current environmental regulations.

All affected areas must be cleaned immediately after completion of the management of the Goods.

If no cleaning of the premises/quayside area is performed, The Port will facilitate cleaning to be performed on the expense of the proprietor of the ship or cargo.

Guidelines from Maritime Services must be followed at all times.

All waste must be collected and not disposed of into The Port.

It is the responsibility of the polluter to dispose of all waste material.

## 13.1 Liability:

Liability for cleanliness is the sole responsibility of the stevedore company which carries out the unlaoding and loading tasks or the cargo proprietor, defined as the person, who pays the cargo dues, or similar tariffs to The Port.

The party responsible must pay all charges in connection with cleaning the quayside area in question.

The Port may perform cleaning of the quayside area and the party responsible will be invoiced in connection herewith.

#### 14. Facilities for ship-generated waste:

The Port has introduced an environment management system pursuant to DS/EN ISO 14001:2004.

The Port has established a reception system for waste generated from ships pursuant to current legislation.

Ships berthing in The Port are required to deliver waste before departing The Port, pursuant to the Ministry of the Environment Guidelines no. 415 of 10 May 2012, regarding reception facilities for ship-generated waste, delivery of waste and The Ports waste-treatment procedures.



## 14.1.1 Ship-generated waste:

Waste generated from ships must be delivered in the environment and waste containers set up by The Port.

Dispose of other waste only against agreement with the port guard, see section 17.

#### 14.1.2 Cargo residues:

The Port can refer to companies that deliver cargo residues to legally approved waste treatment plants. The Port is not involved in any way with payment for the treatment of this type of waste in any way.

#### 14.1.3 Sewage and waste containing oil residue

Sewage and waste containing oil remnants can be delivered during The Ports normal working hours. If the ship solely is in port outside these hours, then collection of this type of waste will incur a charge.

#### 14.2 Quantity

Ship-generated waste is disposed of in the waste containers supplied by The Port. Disposal is only free of charge, if the waste complies in relation to type and size of the ship, and the amount does not exceed what would naturally be generated since its last call to a port.

Ships, which are not required to pay ship tariff, pursuant to section 2.1, must as a minimum pay for half a waste container, if the ship dispose of waste in the containers supplied by The Port.

A ship requiring an entire container to be placed at the quayside alongside the ship incurs the cost of an entire container, including emptying of the container, with a capacity of one ton. Rates in this regard is found in section 17 – Other Rates (Removal of Waste).

Larger quantities of ship-generated and/or cargo waste incur a separate, individual charge.

## 14.3 Booking of waste removal:

Ships requiring removal of generated/general waste must give prior notice to The Port in this regard via SafeSeaNet, at least 24 hours before time of arrival.

Such notice must be accessible on SafeSeaNet at least 24 hours prior to the required commencement of delivery. In special circumstances where 24 hours warning is not possible The Port may accept receipt of the waste provided that The Port is not liable for extra costs incurred in this regard. To cover any possible extra costs incurring, The Port will demand separate payment in this regard.



Report forms are included in the Ministry of the Environment Guidelines No. 415 appendices. They are available in The Port Office or on the Rønne Havn A/S or Ministry website (<a href="https://www.portofroenne.com/www.mst.dk">www.portofroenne.com/www.mst.dk</a>)

The completed report form is submitted by email to <a href="mailto:trafic@portofroenne.com">trafic@portofroenne.com</a>

#### 14.4 Waste delivery hours:

Delivery must take place during normal office hours. These are Monday to Thursday from 07.00 to 15.00 and Friday from 07.00 to 12.00.

Ships solely berthing in The Port outside normal office hours may deliver waste provided that the ship proves in writing that delivery during office hours is not possible. In this case special terms applies pursuant to the provisions applicable to the various categories of waste.

## 14.5 Rates for waste delivery:

The Port requires separate tariffs in the following situations:

- **a.** Ships, which are not charged regular tariffs pursuant to section 2.1 are charged for all the services performed in this section. The charge in this regard is determined solely between the ship or its agent and Maritime Services.
- **b.** When the quantity of ship-generated waste is greater than usually generated from the last port of call.
- **c.** For waste delivered outside normal office hours.
- **d.** For waste disposed to containers against labelled regulations.
- **e.** When ships fails to submit the requests for waste delivery 24 hours prior to time of arrival.
- **f.** Unforeseen expenses in connection with the treatment of ship-generated waste covered by The Port are invoiced to the ship in question.

#### 14.6 Liability:

The ship proprietor is responsible for the accuracy of all information from the captain regarding type, composition, quantity, time of delivery, and any damages caused by defects or omissions during this service process. The ship proprietor is also, without consideration of fault, responsible for all damages as a result of incorrect, inaccurate, misleading or inadequate information from the master. This



also applies to any damages inflicted on third parties as a result of incorrect, inaccurate, misleading or inadequate information.

## 15. Oil pollution – procedure:

§1

Perpetrators reporting pollution immediately following the discovery of an accident, which provides an estimate of the amount of oil that has flowed out of the ship, and which also take steps to limit the pollution/spread of oil slicks in The Port, or ships acknowledging responsibility immediately following the discovery of oil pollution, are solely liable for reimbursement for the actual expenses in connection with the clean-up of said pollution.

The cost in relation hereto is determined and the perpetrators can depart The Port following submission of formal security of payment of the determined cost.

§2

Perpetrators reported by 3rd party, or perpetrators attempting to avoid responsibility by not reporting a pollution outbreak, or which deny knowledge of a pollution outbreak, even when it is highly likely that the pollution outbreak originates from the perpetrator, must submit formal security of DKK 50,000 (for analysing oil samples) + an estimated amount to cover the cost of cleaning, + a fine (Guidelines on Standard Regulations for the Observance of Good Order in Danish Commercial Ports § 3) of DKK 50,000 + twice the cost of cleaning.

## 16. Liability limitations:

Is The Port found liable pursuant to one of the foregoing provisions or otherwise, the liability is limited as follows:

Compensation is determined based on the value of Goods of the same type at the time of ascertainment of the damage. The value of the Goods is determined at current market rates, or in the absence of such, the regular value of Goods of a similar type and quality.

Compensation may however, not exceed SDR 666.67 for each KOLLI or other unit of the cargo or SDR 2 per gross kilo of the damaged Goods dependent on which is the greater amount.

With regard to containers or other similar transport unit with contents, compensation cannot exceed SDR 10,000.00.

There will be given no compensation in connection with operational loss, loss of profit,



waiting time for trucks, dockyard workers, etc, lost market share or other indirect losses.

SDR is defined pursuant to Maritime Law § 505 as the accounting currency unit. It is exchanged to Danish currency pursuant to the exchange rate on the day on which the damage was ascertained.

#### 17. Other Rates:

OTHER AVAILABLE EQUIPMENT:		
Loader (incl. driver)	DKK per hour	900.00
Excavator (incl. driver)	DKK per hour	520.00
Compressor	DKK per 24 hrs	670.00
Sweeping/Vacuum machine (incl. driver)	DKK per hour	850.00
Small Lift, excl. transport (minimum 4 hours)	DKK per hour	250.00
Large Lift, excl. transport (minimum 4 hours)	DKK per hour	400.00
Truck (incl. driver), incl. consumption	DKK per hour	500.00
Truck (excl. driver) excl. consumption	DKK per hour	250.00
Rental of small working fleet, excl. transport	DKK per day	350.00
Yokohama fenders	DKK per day	500.00
Asphalt cutters	DKK per hour	470.00
Tractor with trailer and 8 tm. crane	DKK per hour	700.00
Trenchers (bulldozers, diggers)	DKK per hour	600.00
Generator	DKK per day	1,600.00
Rental of Concrete blocks per unit excl. transport	DKK per day	25.00
Other available equipment pursuant to further agreement		
DIVER SERVICE:		
Starting fee	DKK per task	1,015,00
Diver assistance, including one diver and two diving assistants and a diver's wagon.	DKK per hour	2,030,00
Surface crew/ diving assistant	DKK per hour	477.00
Pressurised oxygen flasks per hour	DKK per hour	254.00
Recording of diver assistance to USB flash drive	DKK per task	510.00

All expenses for repairs of damages caused during the rental must be covered by the renter.



17. Other rates: (continued)			
Office hours	DKK per hour	426.00	
Overtime	DKK per hour	254.00	
Foreman/surveillance	DKK per hour	660.00	
Waste removal cf. sec. 14.5:			
Container incl. emptying, max 1 ton of waste	DKK per unit	2,938.00	
1/2 Container incl. emptying, max 500 kg. waste	DKK per unit	1,701.00	
Extra fee for weights over 1 ton	DKK per ton	1,959.00	
Emergency services outside office hours	DKK per task	780.00	

Overtime surcharge incurs on public holidays and when operations are to be carried out outside the following hours:

Monday – Thursday 07.00 – 15.00

Friday 07.00 – 12.00



# The rates shown below are inclusive of VAT (MOMS) (Leisure crafts tariffs)

Dinghy and leisure crafts, and permanent moorin	gs:	
Boats and dinghies of 10 m <sup>2</sup> and thereafter, per m <sup>2</sup>	DKK per year	190,00
Dinghy under 10 m <sup>2</sup>	DKK per year	1,055.50
Small boats that are taken ashore after each use	DKK per year	2,331.00
Visiting boats:		
Under 10 m long	DKK per 24 hrs	150.00
From 10 - 13 m	DKK per 24 hrs	235.00
From 13 - 16 m	DKK per 24 hrs	300.00
From 16 – 20 m	DKK per 24 hrs	360.00
From 20 – 30 m	DKK per 24 hrs	525.00
Thereafter additional fee for each 10 meters	DKK per 24 hrs	180.00
Catamarans and Trimarans + 50%.		
Use of ramps and stands in South Harbour:		
Ramp with barrier arm at South Harbour up and down		
the same day	DKK per day	60.00
Ramps with barrier arm South Harbour annual entry card	DKK per year	675.00
Repairs of boat on stands	DKK per 24 hrs	100.00
Annual onshore area	DKK per m²	100.00
Winter Onshore area (01.10 - 30.04)	DKK per m²	71.50
Rental of boat cradle/trestle	DKK per 24 hrs	71.50

## **Sports fishing:**

- A) Non-commercial sports fishing boats are charged as shown above under *Dinghy* and leisure crafts, and permanent moorings.
- B) Commercial sports fishing boats are charged DKK 4,806.00 annually (DKK 3,845.00 + VAT).

Sports fishing boats where The Port is <u>not</u> the home port, will pay as shown under *Visiting boats*.



## **Appendix 1. Tug Boat Rates**

# Rates for the use of the The Ports tug boat, T/B URSUS Effective from 1 January 2021

Assisting vessels between the roads and The Port or inside The Port area incurs a fee per operation as shown on the following table:

Size of assisted vessel	Weekdays	Weekdays from 16.00-24.00	All days
	kl. 06.00-16.00	Weekends and public holiday:	24.00-06.00
		06.00-24.00	
Max L × max B (m)	Rate 1	Rate 2	Rate 3
0 - 1.600	5.625 kr.	8.999 kr.	13.500 kr.
1.601 - 1.800	6.429 kr.	10.281 kr.	15.427 kr.
1.801 - 2.200	7.232 kr.	11.568 kr.	17.355 kr.
2.201 - 2.600	8.034 kr.	12.853 kr.	19.281 kr.
2.601 - 3.000	8.678 kr.	13.884 kr.	20.827 kr.
3.001 - 3.400	9.159 kr.	14.687 kr.	22.029 kr.
3.401 - 4.000	9.801 kr.	15.683 kr.	23.524 kr.
4.001 - 4.600	10.447 kr.	16.711 kr.	25.068 kr.
4.601 - 5.200	11.249 kr.	17.995 kr.	26.995 kr.
5.201 - 6.200	13.818 kr.	22.111 kr.	33.164 kr.
6.201 - 7.200	15.265 kr.	24.423 kr.	36.635 kr.
7.201 - 8.200	17.193 kr.	27.510 kr.	41.262 kr.

When towing vessels not under own propulsion the rate is increased by 50 %.

The Port reserves the right to determine whether a pilot should go onboard the vessel or unit that is to be tugged into The Port.

The rate shown above is reduced for cruise ships by 20 %.

All tug boat duties are carried out according to SCANDINAVIAN TUGOWNERS' ASSOCIATION's Standard Terms and Conditions of 1959, revised in 1974 and 1985 (Appendix 4).



## **Appendix 2. Statutes for Tug Boat usage**

#### For use of the Rønne Havn A/S´ tug boat B/B URSUS

#### § 1.

The tug boat performs towing of or provides assistance to vessels within the maritime region of The Port. Towing or assistance is solely provided outside The Port (the roads) when, in the opinion of Rønne Havn A/S, it is deemed possible, or pursuant to special arrangements on a case-by-case basis.

Vessels already gone aground cannot normally expect any assistance.

Rønne Havn A/S will on a case-by-case basis determine whether a tug boat can be made available, subject to weather conditions, including ice conditions, etc.

The towed or otherwise assisted ship will provide their own hawsers.

#### § 2.

All towing or assistance is solely performed according to the Scandinavian Tugboat Owners' Associations standard terms and conditions of 1959, revised in 1974 and 1985 (Appendix 4).

#### § 3.

Each towing of vessels between the roads and The Port or within The Port area incurs a charge pursuant to the rates in the schedule above (Appendix 1). Regarding other operations where the tug boat is used, Rønne Havn A/S reserves the right to charge for a minimum of four hours per task commenced.

#### § 4.

Other assistance or operations than towing, requested between 6 and 12 hours prior to commencement of the task will incur an emergency fee according to paragraph 4 in the General Terms & Conditions

If the tug boat is requested less than six hours prior to commencement of the operation an emergency fee according to paragraph 4 in the General Terms & Conditions will incur.

#### § 5.

All other tasks, e.g., clearing on the roads, change of crew at sea, delivery of supplies and/or equipment, etc., will be performed at the current hourly rate for operation of URSUS, and is performed pursuant to further arrangements with Rønne Havn A/S on a case-to-case basis.

#### § 6.

Rates in connection with towing or tugging vessels at sea or in another port is determined pursuant to further arrangements with Rønne Havn A/S on a case-to-case basis.



§ 7.

When towing vessels not under own propulsion the rate is increased by 50 %.

§ 8.

Charge for waiting time occur from the requested time of commencement of assistance and until the assistance has commenced. Charge incurs per hour or part thereof.

If waiting time occur after the commencement of the requested operation the charges stated on the table below will incur.

	<u>Rate 1</u>	<u>Rate 2</u>
Operation hours per hour	DKK 4,100.00	DKK 5,550.00
Waiting time at the quayside per hour	DKK 955.00	DKK 1,450.00

Rate 1 applies on weekdays (Monday – Friday) between 06.00 and 18.00; outside this time Rate 2 will be charged.

§ 9.

If towing or other assistance is cancelled less than three hours prior to the requested time of commencement, the rate for a minimum of one hour will be charged – see § 8

§ 10.

In case The Port Authorities, or other authority, demands that the tug boat lies ready and on standby to assist or tow a vessel with highly inflammable or explosive material aboard, the rate of per hour is pursuant to § 8 – Operation hours.

§ 11.

These rates will be regulated every year on 1 January.

§ 12.

Assistance that extends over two rates will incur charging of the highest rate.

§ 13.

All the above-mentioned rates are exclusive of VAT (MOMS)

These statutes apply from 1 January 2021



## **Appendix 3. Statutes for Crane Rental:**

§ 1.

The Port cranes are solely rented with a crane driver.

#### **Minimum payment**

Cranes are rented for a minimum of one hour. Hereafter, payment is charged by every half hour or part thereof.

#### **Additional fees**

Any operation performed outside normal office hours will incur an overtime fee, pursuant to the Terms and Conditions.

Requirement of other equipment for the crane than usual, incurs a charge for the rigging of the crane.

§ 2.

The Port cranes operate solely within The Port premises.

§ 3.

Are 'outside' cranes used with a capacity matched by the cranes retained by Rønne Havn A/S, while the Rønne Havn A/S cranes are available, Rønne Havn A/S reserves the right to charge a fee of DKK 1,558.25 per crane per day.

§ 4.

#### **Booking:**

Booking, cancelling, or other changes to the booking of the cranes are made to Maritime Services by e-mail <a href="mailto:trafic@portofroenne.com">trafic@portofroenne.com</a> or by telephone +45 5136 3747.

Rønne Havn A/S reserves the right to determine to whom, for what purpose and in which order the cranes are rented.

Cranes are preferentially rented for loading and unloading ships.

§ 5.

Rønne Havn A/S' crane rental activity consists solely of making the cranes with drivers available. As such, Rønne Havn A/S does not perform operations in relation to hooking up the crane nor does Rønne Havn A/S provide the necessary straps, cables, shackles, etc.

The cranes lift solely vertically and may not be used if there is a chance of a leaning lift. Cranes may not be used to lift burdens exceeding their approved lifting weight.



§ 6.

Rønne Havn A/S assumes no liability for the continuous operation of the cranes.

Rønne Havn A/S does not perform operation in relation to hooking up of cargo nor does Rønne Havn A/S provide the necessary straps, cords or shackles, etc.

The renter or its representative must themselves organise hooking, etc., and is responsible for directing the operation of the crane and advising the crane driver of the movements the crane is to perform.

Rønne Havn A/S assumes, pursuant to the ordinary Danish law of torts, liability solely for damages caused by defects or faults relating to the crane itself.

Similarly, Rønne Havn A/S assumes liability for damages incurred in connection with the use of the cranes that, pursuant to the ordinary Danish law of torts, can be attributed to the Rønne Havn A/S.

Rønne Havn A/S does not assume liability for damages that occur due to faults or omissions in connection with the chains, straps, shackles, etc., supplied by the renter or its representative, nor for ensuring the legally or the approved dimensions regarding the manipulated goods, cargoes, etc.

Rønne Havn A/S does not assume liability for damages suffered in connection with loss of operational profit, waiting time for trucks, harbour workers, etc. nor lost market shares or any indirect losses.

For issues of liability, see section 16, Limitation of Liability, in the Rønne Havn A/S Terms and Conditions.

§ 7.

The following regulations applies regarding the operation of the Rønne Havn A/S cranes:

- a. The renter is responsible for ensuring that they are complying with the legal requirements regarding marking of straps, chains, etc., and that they are abiding by the regulations set by the Danish Working Environment Authority's information and updates at all times.
- b. The Danish Working Environment Authority's guideline No 1101 of 14 December 1992 on lifting equipment and block and tackle equipment
- c. Information regarding hooking equipment and hooking is always followed meticulously .



§ 8.

All crane renters are obliged to familiarise themselves with the above-mentioned regulations which is found on the Danish Working Environment Authority's website <a href="https://www.at.dk">www.at.dk</a>

These statutes apply from 1 January 2021



# Appendix 4. Scandinavian Tug Owners Standard Conditions of 1959, revised in. 1974 and 1985

## SCANDINAVIAN STANDARD TERMS & CONDITIONS (STATUTES)

All towage and assistance performed are subject to Scandinavian Tug Owners' Standard Conditions (see below), and any dispute arising hereunder shall be determined exclusively by the Maritime and Commercial Court of Copenhagen, Denmark, pursuant to Danish law.

#### Scandinavian Tug Owners' Standard Conditions of 1959, revised 1974 & 1985.

The tugboat enterprise (hereinafter called the Company) provides assistance and/or towing services under the following conditions:

#### 1. Definitions

"Hirer" is defined as the party or person who has booked the service or on whose behalf the service has been booked.

"Damage" is defined as economic loss of all kinds including, but not limited to, total loss, damages, loss of income and expenses as well as loss of and damage to cargo on board of the vessel in tow.

## 2. The Company's liability towards the Hirer

The Company does not assume liability for damages caused to the Hirer in connection with the towage service unless the damages are a consequence of fault or neglect on the part of the Company's management. The Company is, however, not liable for fault or neglect by a person of the Company's management as said person's capacity as master of the tug or member of its crew.

The Hirer is not in any case entitled to damages from a Master of a tug, a member of its crew, a pilot, or anybody else in the service of the Company.

The liability of the Company shall in any case not exceed DKK 100,000.00.

#### 3. The Hirer's liability towards the Company

The Hirer shall indemnify the Company for all damages to the Company in connection with the towage service unless the Hirer shows that neither the Hirer, nor anyone for whose actions the Hirer is liable, totally or partly has caused the damages by fault or neglect.



Should the Company be held liable for the damages caused to a third party in connection with the towage service, the Hirer shall indemnify the Company unless the Company would have been liable towards the Hirer provided the damages had been suffered by the Hirer.

The above is an unauthorised translation of the Danish version of the Scandinavian Tug Owners Standard Conditions of 1959, revised 1974 and 1985. In case of dispute the Danish text shall apply.



## Rønne Havn A/S Sydhavnsvej 12, DK-3700 Rønne Tel: +45 5695 0678

E-mail: mail@portofroenne.com

Web: www.portofroenne.com



Rønne Havn A/S