PORTOF REENNE Together we create



Port of Roenne

Port of Roenne Fiskerivej 1, DK-3700 Danmark CVR No. DK 2793 2150

General Terms & Conditions Prices 2022

Version 02.2022



Port of Roenne

Port of Roenne Fiskerivej 1 DK-3700 Roenne

CVR. No. Telephone: E-mail: Duty Officer 24/7 Website: DK 27 93 21 50 +45 5695 0678 <u>mail@portofroenne.com</u> <u>traffic@portofroenne.com</u> <u>www.portofroenne.com</u>

Managing Director, CEO Finance Director, CFO

Senior Management

Thomas Bendtsen Max Hansen Niels Lundberg Jeppe la Cour Maja F. Bendtsen Jørn Nygaard Jesper Jürgensen Birgit Tinggaard

Office hours

Monday - Thursday Friday Weekends and Public Holidays

Port Services

Maritime Services: (24/7/365) E-mail: Chief Business Officer, CBO-Cruise Chief Business Officer, CBO-Offshore Chief Business Officer, CBO-Bulk Technical Director, COO Public Affairs & Communications Chief Human Resource Officer, CHRO

08.00—16.00 08.00—13.00 Closed

+45 5136 3747 traffic@portofroenne.com

The General Term & Conditions & Prices 2022 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 January 1st of 2022



Contents

1.	General Terms & Conditions:	4
2.	Ship tariffs/general conditions:	5
2.1	Shipping tariffs for Bulk carriers and Ferries:	5
2.1.1	Ships with more than six calls per calendar month	5
2.2	National Flagships (Military, Icebreakers etc.) fishing boats, etc	6
2.3	Cruise ships:	6
2.3.1	Discount arrangement for Cruise Ships:	6
2.3.2	Cruise ships at anchor on the roads:	6
2.4	Hotel ships, etc	7
2.5	Jack-up ships, Rigs, etc.:	7
2.6	Ship tariff for unapproved SBT environmentally friendly tankers:	7
2.7	Exemptions from tariffs:	7
3.	Mooring Service / Line handling:	8
4.	Use of Tug boat:	9
4.1	Towage:	9
5.	Cargo dues:	10
5.1	Rates:	10
5.2	Exemptions from cargo dues:	11
5.3	Refund of cargo dues:	12
6.	Car, bus, passenger, motorcycle, and bicycle tariffs	12
7.	ISPS tariffs:	12
8.	Warehousing and outdoor storage of cargo:	13
8.1	Rental for Goods on quayside or other outdoor areas:	14
8.2	Long term rental of space	14
8.3	Rental of equipment sheds	14
8.4	Parking of trucks and trailers	15
9.	Cranes:	15
9.1	General	15
9.2	Liability	15
9.3	Ordering a crane:	16
9.4	Rental rates:	16
10.	Infrastructure rental:	17



STATU	TES FOR RENTAL OF INFRASTRUCTURE	.17
11.	Supply of water and reception of wastewater:	.18
11.1	Water supply rates:	.18
11.2	Sewage and waste containing oli residue	.18
11.3	Liability:	.19
12.	Supply of electricity:	.19
12.1	Prices for the supply of electricity	.19
12.2	Liability:	.20
13.	Cleaning of the quayside area:	.20
13.1	Liability:	.20
14.	Facilities for ship-generated waste:	.20
14.1.1	Ship-generated waste:	.21
14.1.2	Cargo residues:	.21
14.2	Quantity	.21
14.3	Booking of waste removal:	.21
14.4	Waste delivery hours:	.21
14.5	Rates for waste delivery:	.22
14.6	Liability:	.22
15.	Oil pollution – procedure:	.22
16.	Liability limitations:	.23
17.	Other Rates:	.24
Appen	dix 1. Tug Boat Rates	.27
Appen	dix 2. Statutes for Tug Boat usage	.28
Appen	dix 3. Statutes for Crane Rental:	.30
	dix 4. Scandinavian Tug Owners Standard Conditions of 1959, revised in. nd 1985	.32



1. 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 Roenne, 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 Port of Roenne 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 Port of Roenne 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, Port of Roenne 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.

Port of Roenne' standard credit period is the date of invoice + seven days.

Further to the regulations in Port of Roenne' Business Terms & Conditions, reference is made to the applicable Conditions of Conduct for Port of Roenne 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 Port of Roenne is termed The Port





2. Ship tariffs/general conditions:

Tariffs are charged for all ships, vessels of all kinds, and all floating material that unloads 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 Port Service: Mail traffic@portofroenne.com 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 3.13 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 0.93 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.	542.00
400 – 499	DKK.	812.00
500 – 799	DKK.	1,082.00
800 – 999	DKK.	1,352.00
1,000 – 1,999	DKK.	1,623.00
2,000 – 2,999	DKK.	2,164.00
3,000 – 4,999	DKK.	3,788.00
5,000 and upwards	DKK.	5,410.00

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 0.27 per GT though a minimum of DKK 277.00 per mooring. If the ship has no GT, a GT value will be calculated according to the table above, divided by DKK 3.13.

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 pre-planned cruise itinerary. (For further information please refer to Port of Roenne' 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 Port of Roenne.

2.3.2 Cruise ships at anchor on the roads:

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

No. of Passengers	Costs	
0 – 499	DKK.	15,621.00
500 – 1499	DKK.	20,828.00
1500 - 2499	DKK.	31,242.00
2500 and upwards	DKK.	41,656.00



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 Port of Roenne.

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 0.51 (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, match to a value of DKK 18,776.00 in the month concerned (6 calls of 1.000 GT at DKK 3,13) to be valid. Otherwise a shipping fee up to the DKK 18.776,00 will be charged per month
b.	Ships calling the port to seek medical assistance, to land diseased, survivors of a shipwreck, or corpses.
с.	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 Ship	exemptions mentioned in section b., c ., and d. are valid only if the duration at quayside does not exceed 24 hours from the time of arrival. as exempt of tariff under section b., c. and d. must, however, pay an ISPS charge suant to section 7.



3. Mooring Service / Line handling:

Mooring service are to be booked at Port Service at the following rates:

For regular calls with ships under 100 meters in length, mooring is carried out by at least one (1) line-handler; with the exception for tankers where two (2) 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 Port Service if required.

Port Service reserves the right to determine whether a call is to be considered standard. Ships using wire cables are not considered standard calls, and two (2) line-handlers are required in this regard.

Line-handler rates		
Ship length	Cost per operation *	
Ships from 0 – 99 meters	DKK 630.00 per line-handler	
Ships from 100 – 199 meters	DKK 662.00 per line-handler	
Ships from 200 and upwards	DKK 677.00 per line-handler	
Between the hours of midnight (00.00) and 06.00, an extra charge of DKK 547.00 per line-handler per call will incur.		

* An operation is defined either as an arrival, shifting or a departure. A combined arrival and departure comprise of two (2) 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 630.00 per line-handler incurs. After the first full hour payment, payment is made per $\frac{1}{2}$ hour or part thereof.

Cancellation of line-handler assistance less than two hours prior to the time of commencement of the assistance, incurs payment of the original ordered line-handler assistance in accordance with abovementioned rates.



4. Use of Tugboat:

Tugboat services are booked via Port Service 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 Port of Roenne 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 780.00.

Services/tasks ordered with less than 6 hours prior to service/task commencement incurs an express fee of DKK 1.565.00.

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 Port of Roenne 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 Port of Roenne. 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 Port of Roenne will determine the ranking:

Group	Product group	DKK per ton
a.	General rate	
	If not specified below	17.63
	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	11.26
	Fertiliser, product code 31	11.20
	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)	4.97
	Cinder, ash, product code 26	4.57
	Glass shards and other glass waste, product code 70	
	Price group 3	
b.3	Coal, coke, product code 27.01 – 04	14.70
	Price group 4	
b.4	Oil and gasoline, product group 27.10	16.01
	Price group 5 – Ferry goods	DKK
b.5	Commercial vehicles (vans, etc.) under/3,500 kg. per unit	42.86
	Solo Trucks, per unit	119.04
	Trucks with a trailer, per unit	237.54
	Trailer and semi-trailers, per unit	213.74
	Loose goods per ton	16.64
	Price group 6	
b.6	Goods in containers (regardless of product type), per ton	16.64



	Fish and shellfish, etc.	
с.	Catch released from fishing vessels or well smacks i processed state incurs a fee of 2.6% of the value paid The cargo dues for fish etc., is to be paid by the purc fish shop keeper, fish dealer) independent of the provide The Port with the purchase details on whic tariff. This information is approved for a specific due for longer than a month. The recipient is required to provide a specification of the master of the fishing vessel by the request of The written information on the value of the cargo, its well it was sold. The Port reserves the right to demand that the pu formal security for the duration of the settlement demand that the purchaser sets up a separate ball name of The Port.	on first sale. haser (auctioneer, vessel, who must th to calculate the ration, though not purchases, just as Port is to provide ight, and to whom urchaser provides nt period and to
	The Port may demand guarantees, alter the created at a	
d.	The Master of the vessel must provide written docu Port of the type of cargo and its weight, pursuant to s weight must be shown as gross weight in full hundre amounts less than a hundred kilos are discarded.	section c. The total
e.	Should the rates change during loading or unloadi valid rate is the rate applicable at the starting time of	-

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.	
с.	Goods imported seaward to The Port and for which there have paid inbound cargo dues, no cargo dues will incur outbound by sea further transport, provided that the goods after unloading have undergone any processing including packaging, and that the forwar 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 dues paid 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 600.00 per
	expedition.

6. Car, bus, 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.	Motorcars, caravans and motorcar trailers tariffs	DKK
	Motorcars, caravans and motorcar trailers that are loaded or within the perimeter of the harbour incurs a tariff of:	24.96
b.	Busses	
	Busses that are loaded or unloaded within the perimeter of the harbour incurs a tariff of:	119.06
с.	Passenger tariff	DKK
	Every passenger arriving or departing from The Port premises incurs a tariff of:	4.15
	Every passenger on board cruise ships calling The Port incurs a tariff of:	4.15
с.	Motorcycle tariff	DKK
	Motorcycles loaded or unloaded within the perimeter of the harbour, incurs a tariff of: (<i>the tariff is 50% of the tariff for motorcars</i>)	12.48
d.	Bicycle tariff	DKK
	Bicycles loaded or unloaded within the perimeter of The Port incurs a tariff of: (<i>the tariff is 10% of the tariff for motorcars</i>)	2.50

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 January 1st of 2022 constitute the following:

Туре		DKK
General tariff (2.1)	Per GT	0.27
Monthly tariff (2.1)	Per GT	1.13
Motorcar tariff (6.)	Per unit	0.00
Passenger tariff (6.)	Per pax	0.54



Carg	o dues (5.1):		DKK
a.	General rate	Per ton	0.50
b.1	Corn, flour, cement, fertiliser, wood	Per ton	0.31
b.2	Gravel, soil, stone, chalk, ores, glass	Per ton	0.14
b.3	Coal	Per ton	0.42
b.4	Oil	Per ton	0.46
b.5	Ferry cargoes	Per ton	0.47

The minimum ISPS tariff is DKK 275.00 per call and a minimum of DKK 133.00 for cargo.

For cruise calls with less than 1,500 passengers, a minimum of one (1) 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	472.00
working hours	
Per. hour or part thereof, outside normal	728.00
working hours	

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

Monday – Thursday:	7 AM to 3 PM
Friday:	7 AM to 12 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 Port Service 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 2.41 per square metre per week. The tariff is paid 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 4.82 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 Roenne. The rental rates are the following:

Rental per quarter, per square metre DKK 42.00	Rental per quarter, per square metre	DKK 42.00
--	--------------------------------------	-----------

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:

- 1. Trucks and trailers, etc., may only be parked for a maximum of 12 hours prior to departure onto the ferry.
- 2. Trucks and trailers, etc., must be removed from the trailer park no later than 12 hours following arrival with the ferry.
- 3. Trucks and trailers, etc. exceeding the 12-hour rule will be charged a fee for rental of The Port's trailer park of DKK 595.00 for the first hour, and for each hour thereafter a charge of DKK 164.00 per hour or part thereof.
- 4. 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, Fiskerivej 1, 3700 Roenne.
- 5. 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.
- 6. 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, Port of Roenne 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 <u>traffic@portofroenne.com</u> and must be confirmed by Port Service 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 the South Harbour and the Industrial Harbour.

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

Charge occurs 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:		DKK
"INA" Liebherr LH 110		
Loading and unloading by bucket	per ton	16.23
Unloading of chalk by bucket	per ton	9.92
Loading and unloading with hooks	per ton	9.92
Minimum payment for use of cranes	per hour	1,847.00



"SØS" Liebherr LHM 250		
Project load < 20 tons on hooks	per hour	2,155.00
Project load 21 – 40 tons on hooks	per hour	3,591.00
Project load > 40 tons on hooks	per hour	5,130.00
Other crane rates		
Waiting time (standby)	per hour	487.00
Overtime surcharge	per hour	271.00

Rigging and unrigging of cranes, min. ½ hour per task = DKK 923.00

Landing and launching smaller fishing boats and leisure crafts from the washing area at South Harbour with the incurs a charge of DKK 1,847.00 per crane operation, including rigging and unrigging for one hour maximum. Exceeding one hour incurs a fee of DKK 1,847.00 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 7 AM to 3 PM**

Are 'outside' cranes used with a capacity matched by the cranes retained by The Port, while the Port cranes are available, The Port reserves the right to charge a fee of DKK 1,847.00 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 signedon 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 3.13 per GT for every additional five-day period or part thereof. Furthermore, an ISPS tariff must be paid, see section 7, per five-day period or part thereof.
- b. 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 upfront 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 Port Service regarding large orders of freshwater. The rates are as follows:

		DKK.
Connection fee	Per time	287.00
Freshwater	Per cubic metre	29.16
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	0.00
Freshwater	Per cubic metre	24.21

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 oil residue

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.

		DKK
Connection fee – sewage system	Per time	287.00
(Quay 31, 32, 33 og 34)		
Waste water (when emptying sewage)	Per cubic metre	50.00
Connection fee - H2s scavenger	Per time	287.00
(required at +10 ppm level in sewage)		
(Quay 31, 32, 33 og 34)		
Extra charge	Per cubic metre	5.00
(H2S scavenger treatment of sewage)		
Waste containing oil remnants	Per ton	1,190.00
Suction vehicle for oli slop /sewage	Per hour	1,031.00
Call-out outside normal working hours	Per call-out	782.00

11.3 Liability:

The Port assumes no liability for any breakdown of service in connection with the supply of freshwater, 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 Port Service 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		DKK
Electricity usage	Per kWh	3.32
Delivery by Port Service, with meter:		
Connection fee and/or minimum 50 kWh usage	Per connection	145.69
Electricity usage – metered	Per kWh	3.32
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 follows:		
Electricity usage – 10 amp/220 V plug (50 kWh)	Per 24 hours	145.69
Electricity usage – 16 amp/380 V plug (140 kWh)	Per 24 hours	408.35
Electricity usage – 63 amp/380 V plug (500 kWh)	Per 24 hours	1,456.92
Connection without permission	Per time	1,282.50
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 regarding 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 Port Service 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 unloading 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 in accordance to DS/EN ISO 14001:2015. 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. 1348 of June 16th 2021, 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 Port Service, 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.

14.2 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. If a ship requires an entire container placed at the quayside alongside the ship it will 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 Port of Roenne or Ministry website (<u>www.portofroenne.com</u> / <u>www.mst.dk</u>)

The completed report form is submitted by mail to traffic@portofroenne.com

14.4 Waste delivery hours:

Delivery must take place during normal office hours. These are:

Monday to Thursday:	7 AM to 3 PM
Friday:	7 AM to 12 AM



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 fail 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 51,300.00 (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 51,300.00 + 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 however may 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.

Regarding 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:

		DKK
Excavator (incl. driver)	Per hour	534,00
Compressor	Per 24 hrs	687,00
Sweeping/Vacuum machine (incl. driver)	Per hour	872,00
Small Lift, excl. transport (minimum 4 hours)	Per hour	257,00
Large Lift, excl. transport (minimum 4 hours)	Per hour	410,00
Truck (incl. driver), incl. consumption	Per hour	513,00
Truck (excl. driver) excl. consumption	Per hour	257,00
Rental of small working fleet, excl. transport	Per day	359,00
Yokohama fenders	Per day	513,00
Asphalt cutters	Per hour	482,00
Tractor with trailer and 8 tm. crane	Per hour	718,00
Trenchers (bulldozers, diggers)	Per hour	800,00
Generator	Per day	1.642,00
Rental of Concrete blocks per unit excl. transport	Per day	26,00
Rental of 2.5 tons concrete Modulo blocks (160x80x80) excl. transport and setup	Per block/month	100,00
Other available equipment pursuant to further agreement		
DIVER SERVICE:		
Starting fee	Per task	2,075.00
Diver assistance <i>(from sunrise to sunset)</i> (incl.one diver, 2 diving assistants and a diver wagon) + possible overtime surcharge ("overtime surcharge 1")	Per hour	2,083.00
Overtime surcharge 1	Per hour	261.00
Diver assistance <i>(from sunset to sunrise)</i> (incl.one diver, 3 diving assistants and a diver wagon) Additional overtime surcharge (overtime surcharge 2")	Per hour	2,760.00
Overtime surcharge 2	Per hour	1,042.00
Pressurised oxygen flasks per hour	Per hour	261.00
Recording of diver assistance to USB flash drive	Per task	523.00

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	437.00	
Overtime	DKK per hour	261.00	
Foreman/surveillance	DKK per hour	677.00	
Waste removal cf. sec. 14.5:			
Container incl. emptying, max 1 ton of waste	DKK per unit	3,014.00	
1/2 Container incl. emptying, max 500 kg. waste	DKK per unit	1,745.00	
Extra fee for weights over 1 ton	DKK per ton	2,010.00	
Emergency services outside office hours	DKK per task	800.00	

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

Monday – Thursday

Friday

7 AM to 3 PM 7 AM to 12 PM



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

Dinghy and leisure crafts, and permanent moorings:				
Boats and dinghies of 10 m ² and thereafter, per m ²	DKK per year	195,00		
Dinghy under 10 m ²	DKK per year	1.083,00		
Small boats that are taken ashore after each use	DKK per year	2.392,00		
Visiting boats:				
Under 10 m long	DKK per 24 hrs	154,00		
From 10 - 13 m	DKK per 24 hrs	241,00		
From 13 - 16 m	DKK per 24 hrs	308,00		
From 16 – 20 m	DKK per 24 hrs	369,00		
From 20 – 30 m	DKK per 24 hrs	539,00		
Thereafter additional fee for each 10 meters	DKK per 24 hrs	185,00		
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	62,00		
Ramps with barrier arm South Harbour annual entry card	DKK per year	693,00		
Repairs of boat on stands	DKK per 24 hrs	103,00		
Annual onshore area	DKK per m ²	103,00		
Winter Onshore area (01.10 - 30.04)	DKK per m ²	73,50		
Rental of boat cradle/trestle	DKK per 24 hrs	73,50		

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 5,004.00 annually (DKK 4,003.50 + VAT).

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



Appendix 1. Tugboat Rates

Rates for the use of tugboat, T/B URSUS, belonging to The Port Effective from January 1st of 2022

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

Prices in DKK				
Size of assisted vessel	Weekdays	Weekdays	All days	
	6 AM – 4 PM	4 PM – 12 AM	12 AM – 6 AM	
		Weekends & pub.hollidays		
		6 AM – 12 AM		
max L x max B (m)	Rate 1	Rate 2	Rate 3	
0 – 1.600	5.771,00	9.233,00	13.851,00	
1.601 – 1.800	6.596,00	10.548,00	15.828,00	
1.801 – 2.200	7.420,00	11.869,00	17.806,00	
2.201 – 2.600	8.243,00	13.187,00	19.782,00	
2.601 – 3.000	8.904,00	14.245,00	21.369,00	
3.001 – 3.400	9.397,00	15.069,00	22.602,00	
3.401 – 4.000	10.056,00	16.091,00	24.136,00	
4.001 - 4.600	10.719,00	17.145,00	25.720,00	
4.601 – 5.200	11.541,00	18.463,00	27.697,00	
5.201 – 6.200	14.177,00	22.686,00	34.026,00	
6.201 – 7.200	15.662,00	25.058,00	37.588,00	
7.201 – 8.200	17.640,00	28.060,00	42.335,00	

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 tugboat 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 Tugboat usage

For use of the Port of Roenne´ tugboat B/B URSUS

§ 1.

The tugboat 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 Port of Roenne, it is deemed possible, or pursuant to special arrangements on a case-by-case basis.

Vessels already gone aground cannot normally expect any assistance.

Port of Roenne will on a case-by-case basis determine whether a tugboat 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 tugboat is used, Port of Roenne 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 tugboat 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 Port of Roenne 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 Port of Roenne 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 4,207.00	DKK 5,694.00
Waiting time at the quayside per hour	DKK 980.00	DKK1,488.00

Rate 1 applies on weekdays (Monday – Friday) between 6 AM and 6 PM. Outside this time Rate 2 will be charged.

§ 9.

If towing or other assistance is cancelled less than six 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 tugboat 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 January 1st.

§ 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 January 1st of 2022



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 Port of Roenne, while the Port of Roenne crane is available, Port of Roenne reserves the right to charge a fee of DKK 1,847.00 per crane per day.

Booking:

Booking, cancelling, or other changes to the booking of the cranes are made to Port Service by e-mail <u>traffic@portofroenne.com</u> or by telephone +45 5136 3747.

§4.

Port of Roenne 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.

Port of Roenne' crane rental activity consists solely of making the cranes with drivers available. As such, Port of Roenne does not perform operations in relation to hooking up the crane nor does Port of Roenne 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.

Port of Roenne assumes no liability for the continuous operation of the cranes.



Port of Roenne does not perform operation in relation to hooking up of cargo nor does Port of Roenne 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.

Port of Roenne assumes, pursuant to the ordinary Danish law of torts, liability solely for damages caused by defects or faults relating to the crane itself.

Similarly, Port of Roenne 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 Port of Roenne.

Port of Roenne 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.

Port of Roenne 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 Port of Roenne Terms and Conditions.

§ 7.

The following regulations applies regarding the operation of the Port of Roenne 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 meticulously followed.

§ 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 <u>www.at.dk</u>

These statutes apply from January 1st of 2022



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.