



# General Terms and Conditions Prices 2018



CVR. Number 27 93 21 50

Version 02-2018



# Rønne Havn A/S

Sydhavnsvej 12, P O Box 47 DK-3700 Rønne

Telephone: Telefax: E-mail: Website: +45 5695 0678 +45 5695 0631 roennehavn@roennehavn.dk www.roennehavn.dk

# **Senior Management**

Thomas Bendtsen Max Hansen Niels Lundberg Ulla Kiersgaard Jørn Nygaard Managing Director - CEO Finance Director - CFO Cruise Liner & Head of Security -CSO Head of Maritime Servicess Technical Director - CTO

# **Office hours**

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

# **Maritime Services**

Maritime Services: (24/7/365) E-mail: +45 5136 3747 vagt@roennehavn.dk

The General Term & Conditions & Prices 2018 is a free 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 forewarning. The General Terms & Conditions are valid from 1 January 2018



#### Contents

| 1.    | General Terms & Conditions:                                      | 4  |
|-------|--|----|
| 2.    | Shipping tariffs/general conditions:                             | 4  |
| 2.1   | Shipping tariffs for Bulk carriers and Ferries:                  | 5  |
| 2.1.1 | Ships with more than 6 calls per calendar month                  | 5  |
| 2.2   | National Flag ships, fishing boats, etc                          | 5  |
| 2.3   | Cruise Liners:   | 6  |
| 2.3.1 | Discount arrangements for Cruise Liners:                         | 6  |
| 2.3.2 | Cruise liners at anchor in Roads:                                | 6  |
| 2.4   | Hotel ships, etc.:   | 6  |
| 2.5   | Jack-up ships, Rigs, etc.:                                       | 7  |
| 2.6   | Ship tariff for unapproved SBT environmentally friendly tankers: | 7  |
| 2.7   | Exemptions from shipping tariffs:                                | 7  |
| 3.    | Line handling:   | 8  |
| 4.    | Use of Tug boat:   | 8  |
| 4.1   | Towing:  | 9  |
| 5.    | Cargo tariffs :  | 9  |
| 5.1   | Rates:   | 9  |
| 6.    | Car, passenger, motorcycle and bicycle tariffs                   | 12 |
| 7.    | ISPS-duty:   | 13 |
| 8.    | Storage of goods:  | 13 |
| 8.1   | Rental of storage space:   | 14 |
| 8.2   | Long term rental of space:                                       | 15 |
| 8.3   | Rental of equipment sheds:                                       | 15 |
| 8.4   | Parking for trucks and trailers:                                 | 16 |
| 9.    | Cranes:  | 16 |
| 9.1   | General:   | 16 |
| 9.2   | Liability:   | 16 |
| 9.3   | Ordering:  | 17 |
| 10.   | Infrastructure rentals:  | 18 |
| 11.   | Delivery of fresh water:   | 19 |
| 11.1  | Prices:  | 19 |
| 11.2  | Liability:   | 19 |



| 12.    | Supply of electricity:   | 19 |
|--------|--|----|
| 12.1   | Prices for supply of electricity   | 20 |
| 12.2   | Liability:   | 20 |
| 13.    | Cleaning of quayside area:   | 20 |
| 13.1   | Liability:   | 21 |
| 14.    | Arrangements or disposal of ship-generated waste:                            | 21 |
| 14.1.1 | Shipping waste:  | 21 |
| 14.1.2 | Cargo remains:   | 21 |
| 14.1.3 | Sewage and wastewater and waste containing oil                               |    |
| 14.2   | Quantity:  | 22 |
| 14.3   | Ordering:  | 22 |
| 14.4   | Period:  | 22 |
| 14.5   | Tariff:  | 23 |
| 14.6   | Liabilty:  | 23 |
| 15.    | Oil pollution – procedure:   | 23 |
| 16.    | Limitation of Liability:   | 24 |
| 17.    | Other tariffs:   | 24 |
| Append | dix 1. Tug boat tariffs  | 27 |
| Append | dix 2. Statutes for Use of Tug Boats   | 28 |
| Append | dix 3. Statutes for Rental of Cranes:  | 30 |
| Append | dix 4. Scandinavian Tugowners' Standard Conditions of 1959, rev. in 1974 & . | 32 |



# **1.** General Terms & Conditions:

All relevant data on the ship, which is provided in the current Tonnage Certificate , 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 harbour that is less than 24/12 hour's sail from Rønne Harbour A/S, notification of arrival can be made, at the latest, at departure from that harbour.

The following information must be received by Maritime Services (SafeSeaNet):

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

The Master, or shipping agent must provide Rønne Harbour A/S with all necessary information regarding the ship, its cargo, etc. in order for the tariffs to be calculated and for confirmation of the information provided, shown in the shipping papers, manifests and proof of weight/tonnage, etc.

The Master, or the shipping agent shall also provide Rønne Harbour A/S all the required statistics about the ship, its passengers and its cargo, transportation type aboard (e.g. cars, bicycles, trucks, etc.) containers, etc.

Prior to departure, all expenses must be paid. However, Rønne Harbour A/S can, if a deposit has been paid or other guarantees made by the ship or its agent, give permission to sail before the tariff has been paid in full.

The company's standard credit period is the date of invoice + 14 days.

Further to regulations in Rønne Harbour A/S's Business Terms & Conditions, reference is also made to the current Conditions of Conduct for Rønne harbour, and the Standard Regulations for the Observance of Good Order in Danish Commercial Ports.

If a paper/hard copy invoice is required, there is a charge of Dkk 75.00 per invoice. Electronic invoices (pdf) are free of charge.

# 2. Ship Tariffs/Terms & Conditions:

There is a tariff for all ships, vessels of all kinds, and all floating material, that discharges or loads goods, or transports passengers and/or goods at the quayside, for mooring in the harbour or in the dredged inlet leading to it. This tariff is charged directly to the ship.

A ship is charged the tariff from the time it arrives at the quayside in the harbour. The tariff is calculated based on the vessels gross tonnage (GT). The



tariff covers the mooring for up to 5 calendar days, as long as there is space in the harbour. If the duration is more than 5 calendar days, a ship tariff will be charged for mooring for every 5-day period thereafter.

For Cruise liners this tariff covers the quayside berth for up to 36 hours, unless other arrangements have been made previously with Rønne Harbour A/S.

Ships that expect to stay for a longer period must pay according to prior arrangements and/or customised contracts. Please contact Maritime Services: email <u>vagt@roennehavn.dk</u> or phone +45 5136 3747

Rønne Harbour A/S reserves the right at any time, to make individual arrangements with ships regarding their mooring tariff.

#### 2.1 Ship Tariffs for bulk vessels and ferries:

Every time a ship calls, there is a charge of Dkk 2.98 per GT. Despite the size of the ship, a minimum of 1000 GT applies per call.

# 2.1.1 Ships with more than 6 calls per calendar month.

Ships calling at the harbour more than 6 times per calendar month, can negotiate an arrangement for payment of the Ship Tariff with Rønne Harbour A/S.

The Ship Tariff per call, per GT, can never be lower than the following minimum prices:

| 2018 | Dkk 0.67 | per GT per call |
|------|----------|-----------------|
| 2019 | Dkk 0.77 | per GT per call |
| 2020 | Dkk 0.89 | per GT per call |

# 2.2 National Flag Ships (Military, Civil Defence, Icebreakers etc.) Fishing boats

Ships that are exempt from shipping tariffs ref. point 2.7 are required to pay a contribution towards the mooring costs, as shown on the following table:

| Value                      | Cost in DKK              |
|----------------------------|--------------------------|
| 0 – 399                    | Dkk. 515.50              |
| 400 – 499                  | Dkk. 773.50              |
| 500 – 799                  | Dkk. 1,031.00            |
| 800 – 999                  | Dkk. 1,289.00            |
| 1,000 – 1,999              | Dkk. 1,547.00            |
| 2,000 – 2,999              | Dkk. 2,062.00            |
| 3,000 – 4,999              | Dkk. 3,609.00            |
| 5,000 -                    | Dkk. 5,155.50            |
| Table value is calculated: | Max. length x max. width |



This contribution covers the mooring of the ship in harbour for a maximum of 24 hours. If this duration is exceeded, a new contribution must be paid for every 24 hour period.

Furthermore, an ISPS tariff will be charged for each call of Dkk 0.25 per GT though a minimum of Dkk 258 per mooring. If the ship does not have any GT, a GT value will be calculated according to the table above, divided by DKK 2.98.

Payment of this shipping contribution must be made before the ship departs – see Point 1 of General Terms & Conditions.

#### 2.3 Cruise Liners:

Cruise liners are recognised as non-cargo carrying ships, which at Rønne harbour as part of a preplanned itinerary.

(For further information please refer to Rønne Harbour A/S's Berthing & Booking Policy for Cruise Ships)

# 2.3.1 Discounts for Cruise Liners:

Cruise liners can obtain a discount if the ship is authorised as a genuine cruise liner and the ship's owners (Defined as the Cruise brand name) have arranged for the same cruise liner to use Rønne harbour at least 5 times or at least 7 calls by the same ship owners within a calendar year.

The discount is 20% of the Ship Tariff. Repayment for a calendar year will be made in the middle of February the following year.

# 2.3.2 Cruise Liners at anchor in the Roads: (not at the quayside)

Cruise ships that do not moor at the quayside, but which transport passengers using the harbour's tendering pontoon must pay a fixed fee as well as the passenger tariff, according to Point B, see the table below:

| No. of Passengers | DKK            |
|-------------------|----------------|
| From 0 – 499      | Dkk. 10,000.00 |
| From 500 – 1499   | Dkk. 17,500.00 |
| From 1500 - >     | Dkk. 25,000.00 |

#### 2.4 Hotel ships, etc

Hotel ships are not included in Rønne Harbour A/S's Standard Terms and Conditions for Ship Tariffs or contributions. Each Hotel ship must always make individual arrangements for the calculation and payment of Ship tariffs. Hotel ships must pay for collection of sludge and other waste, and for the supply of fresh water, any costs ensuing from ISPS security guards, etc.



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

There are special conditions for mooring rigs, which can only occur with prior written approval from the Maritime Services.

#### 2.6 Ship tariff for tankers without SBT environmental approval:

The Ship tariffs for Rønne Harbour A/S apply also to tankers that have SBT approval. Tankers without this approval will be charged an surcharge of Dkk 0.44 (15%) per GT, per mooring.

A Tonnage Certificate which clearly indicates the ship's SBT approval must be sent to Rønne Harbour A/S prior to arrival.

#### 2.7 Exemption from the Ship tariff:

# **Exemption from Ship Tariffs:**

| а.            | Ships registered as fishing vessels which land fish and pay a Cargo Tariff.<br>ref. point. 5.1 c.<br>This exemption is valid for the actual calendar month, in which the Cargo<br>Tariff is charged. Ref Point 5.1.c. The Cargo Tariff must, at a minimum,<br>relate to the value of the ship's gross tonnage (though a minimum of<br>1000 GT) x Dkk 18.24 |
|---------------|--|
| b.            | Ships that call at the harbour to seek medical assistance, land sick people, survivors of a shipwreck and corpses.   |
| с.            | Ships under Danish or foreign national flags, which are not registered to carry cargo or passengers, are charged according to Point 2.2.   |
| d.            | Ships that need to bunker or ships due to damage, storm, fog or other weather conditions, need to seek a Port of Refuge, will be charged according to Point 2.2.   |
| e.            | Ships exclusively dischartning, loading or transporting cargo and materials for the harbours own use.  |
| f.            | Ships belonging to the harbour or are used in its service.   |
| at th<br>Ship | ships under Points <b>b.</b> , <b>c</b> . and <b>d</b> . the exemption is valid only if the duration<br>ne quayside does not exceed 24 hours from the time of arrival.<br>s that are exempt of tariff under Points <b>b.</b> , <b>c.</b> and <b>d.</b> must, however pay an<br>S charge – ref. Point 7.  |



#### 3. Mooring Service:

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

Mooring is carried out by 1 line-handler for a standard call, for ships under 100 metres in length, with the exception of tankers where 2 line-handlers are always used.

Should a ship require extra line-handlers than described here, they should be booked at Maritime Services.

Maritime Services reserves the right to decide whether or not there is a standard call.

2 line-handlers are always required for ships over 100 metres in length. Ships using wire cables are not considered standard calls, and 2 line-handlers will always be required.

| Costs for Line-handlers   |                      |  |
|---|----------------------|--|
| Unit  | Cost per operation * |  |
| All ships   | Dkk 600.00 pr. man   |  |
| Between the hours of midnight (00.00) and 06.00 an extra charge will be incurred of Dkk 520.00 per man, per ship. |                      |  |
| Rates for Line-handlers for Cruise liners calling at Rønne Havn **  |                      |  |
| Ship's length Rate per operation *  |                      |  |
| Under 100 metres  | Dkk 1,200.00         |  |
| 100 – 200 metres  | Dkk 2,400.00         |  |
| Over 200 metres   | Dkk 3,600.00         |  |

\* An operation is defined either as an arrival, shifting or a departure. A combined arrival and departure comprises 2 operations

\*\* Cruise liners up to 100 metres are always served by 2 line-handlers. Cruise liners over 100 metres are always served by 4 line-handlers Cruise liners over 200 metres are served by up to 6 line-handlers.

Ferries and other vessels of 5,000 tons DW (dead weight) and more, and ships requiring extra manpower, the tariff must be agreed prior to arrival. Extra manpower is Dkk 600 per man, for each task. This tariff is also charged at an hourly rate for waiting time and other duties.

# 4. Towing:

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

If departure is from a harbour that is less than 24/12 hours sail from Rønne harbour, the warning must be given for tugboat requirement at departure from that harbour.



# 4.1 Tugboat service /Towage:

Ships that require towing from the Roads into the harbour, or towing in the reverse direction, and tugboat services and shifting within the harbour, this will be carried out by Rønne Harbour A/S at the following tariffs, according to **Appendix 1** (Tugboat/Towing charges)

Other tasks, (e.g. an exchange of crew at sea, delivery of goods and/or equipment at sea, etc.) will be charged at the current hourly rate for the use of T/B URSUS:

|                   | Rate 1       | Rate 2       |
|-------------------|--------------|--------------|
| Operational time: | Dkk 4,059.00 | Dkk 5,486.00 |
| Waiting time:     | Dkk 933.00   | Dkk 1,429.00 |

**Rate 1** is valid for weekdays (Monday to Friday) between 06:00 and 18:00. Outside these hours.

**Rate 2** is charged. if services/tasks other than towing are ordered between 12 and 6 hours prior to the commencement of the task, a 'late order' fee of Dkk 750 will be due.

If services/tasks other than towing are ordered between 6 hours and the commencement of the task, a 'late-order' fee of Dkk 1,500 will be charged.

Please refer to Appendix 2, Statutes Regarding use of Rønne Harbour A/S's Tugboat.

# 5. Cargo tariffs:

For all cargo which is loaded or discharged, or in any way is loaded or discharged in the harbour or the dredged entrance to it, is liable to pay cargo fees to Rønne Harbour A/S. This fee is charged to the recipient of the cargo or to the original shipper.

# 5.1 Rates:

| а.         | Tariff is Dkk 16.80 per ton, except for points b. and c. |             |  |
|------------|--|-------------|--|
| <b>b.1</b> | Dkk 10.73 per ton of cargo relating as follows:          |             |  |
| <b>b.1</b> | Cargo tariff — General                                   | 07.01       | (Potatoes)                             |
| <b>b.1</b> | Cargo tariff - cargo code                                | 07.13.10    | (Fodder peas)                          |
| <b>b.1</b> | Cargo tariff - cargo code                                | 07.14.90    | (Tapioca)                              |
| <b>b.1</b> | Cargo tariff - Chapter 10                                |             | (Corn)                                 |
| <b>b.1</b> | Cargo tariff - General                                   | 11.01-04    | (Flour, grain and corn)                |
| <b>b.1</b> | Cargo tariff - Chapter 12<br>Except for goods with Cargo | 1.212.91-92 | (Oil seed, other seed and fruit, etc.) |
|            | code and including General                               | 12.14       |  |



| <b>b.1</b>                             | Cargo tariff - Chapter 23  | 1.212.91-92   | (Fish meal, oilcake, beet,  |
|--|--|---|---|
|  |  | 12.14   | etc, and vegetable  |
|  |  |   | products etc. used as   |
| <b>b.1</b>                             | Cargo tariff General   | 25.01-25.23   | animal fodder<br>(Salt and Cement)  |
| b.1                                    | Cargo tariff Chapter 31  | 23.01-23.23   | (Sait and Cernent)  |
| b.1                                    | · ·  | 44.01-07 –  | (Wood, untreated and  |
| D.T                                    | Cargo tariff General   | 44.09   | roughly treated)  |
| <b>b.1</b>                             | Cargo tariff Chapter 68  |   | (Stone goods, cement  |
|  |  |   | asbestos, etc.  |
| <b>b.1</b>                             | Cargo tariff General   | 69.02   | (relating to tiles, clay  |
|  |  |   | pipes and fireproof   |
| b.1                                    | Cargo tariff General   | 69.04   | stone)<br>(Bricks)  |
| b.1                                    | Cargo tariff General   | 72.01-07,   | (Metals: impure, waste  |
|  |  | 72.18,  | etc.)   |
|  |  | 74.01-04  | · · · ·   |
|  |  | 75.01-03  |   |
|  |  | 76.01-02<br>78-01-02  |   |
|  |  | 79.01-02  |   |
|  |  | 80.01-02  |   |
|  |  | 81.04   |   |
|  |  |   |   |
| h 2                                    |  | Dkk   | 4 73 per ton per ton  |
| b.2                                    |  | Dkk   | 4.73 per ton per ton  |
| b.2                                    | Goods relating under:  | Dkk   | (non-consumable   |
| b.2                                    | Goods relating under:<br>Cargo tariff Chapter 5  | Dkk   | (non-consumable<br>products of animal   |
| b.2                                    |  | Dkk   | (non-consumable   |
| b.2<br>b.2                             | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25  | 25.01   | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,  |
|  | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under  |   | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)   |
|  | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25  | 25.01   | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,  |
| b.2                                    | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading   | 25.01   | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)  |
| b.2                                    | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26   | 25.01<br>25.23  | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)  |
| b.2<br>b.2<br>b.2                      | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26<br>Cargo tariff – cargo code  | 25.01<br>25.23<br>28.33.29.50                               | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)<br>(Iron sulphate)   |
| b.2                                    | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26   | 25.01<br>25.23  | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)<br>(Iron sulphate)<br>(such as chemical  |
| b.2<br>b.2<br>b.2                      | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26<br>Cargo tariff – cargo code  | 25.01<br>25.23<br>28.33.29.50                               | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)<br>(Iron sulphate)   |
| b.2<br>b.2<br>b.2<br>b.2<br>b.2        | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26<br>Cargo tariff – cargo code<br>Cargo tariff – General                              | 25.01<br>25.23<br>28.33.29.50<br>38.23                      | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)<br>(Iron sulphate)<br>(such as chemical<br>gypsum)<br>(Glass shards and other<br>glass waste)  |
| b.2<br>b.2<br>b.2<br>b.2<br>b.2<br>b.2 | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26<br>Cargo tariff – cargo code<br>Cargo tariff – General<br>Cargo tariff – cargo code | 25.01<br>25.23<br>28.33.29.50<br>38.23<br>70.01.00.<br>10.0 | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)<br>(Iron sulphate)<br>(such as chemical<br>gypsum)<br>(Glass shards and other<br>glass waste)<br><b>Dkk 14.01 per ton</b>                            |
| b.2<br>b.2<br>b.2<br>b.2<br>b.2        | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26<br>Cargo tariff – cargo code<br>Cargo tariff – General                              | 25.01<br>25.23<br>28.33.29.50<br>38.23<br>70.01.00.         | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)<br>(Iron sulphate)<br>(such as chemical<br>gypsum)<br>(Glass shards and other<br>glass waste)<br><b>Dkk 14.01 per ton</b><br>(coal, earth coal, peat |
| b.2<br>b.2<br>b.2<br>b.2<br>b.2<br>b.2 | Cargo tariff Chapter 5<br>Cargo tariff Chapter 25<br><b>Except</b> goods relating under<br>General heading<br>Chapter 26<br>Cargo tariff – cargo code<br>Cargo tariff – General<br>Cargo tariff – cargo code | 25.01<br>25.23<br>28.33.29.50<br>38.23<br>70.01.00.<br>10.0 | (non-consumable<br>products of animal<br>origin)<br>(Earth and stone, chalk,<br>gypsum and sulphur)<br>(salt) - (cement)<br>(Ore, slag, ash)<br>(Iron sulphate)<br>(such as chemical<br>gypsum)<br>(Glass shards and other<br>glass waste)<br><b>Dkk 14.01 per ton</b>                            |



| <b>b.4</b> | Cargo tariff                       | 27.10      | (Oil, etc.) |
|------------|------------------------------------|------------|-------------|
| b.5        | Ferry cargo per unit               |            |             |
| b.5        | Goods vehicles (vans, etc) under/  | 3,500 kg.  | Dkk 40.83   |
| b.5        | Solo Trucks                        |            | Dkk 113.42  |
| b.5        | Trucks with a trailer              |            | Dkk 226.33  |
| b.5        | Trailer and semi-trailers          |            | Dkk 203.65  |
| b.5        | Loose goods per ton                |            | Dkk 15.86   |
| b.5        | There is also a charge for empty u | units.     |             |
| b.5        | Container cargo per ton, whateve   | r the type | Dkk. 15.86  |

c. Any fish or seafood that is discharged from fishing boats whether it has been processed or not, a fee of 2.6% of the value is to be paid on the first sale.

The Cargo tariff for fish, etc. is to be paid by the purchaser (auctioneer, fishshop keeper, fish dealer,) independent of the vessel, who must provide Rønne Harbour A/S with purchase details on which to calculate the fee.

This information can be approved for a specific duration, though maximum 1 month.

The recipient is required to provide a specification of purchases, just as the Master of the fishing vessel, can also be requested by the harbour, to provide written information on the value of the cargo, its weight and to whom it was sold.

Rønne Harbour A/S can demand that the purchaser provides formal security for the duration of the credit period, and Rønne Harbour A/S can demand that the purchaser sets up a separate bank account in the name of Rønne Harbour A/S.

Rønne Harbour A/S can, at any time, demand guarantees, alter the credit period and/or demand that a separate bank account is created.

- **d.** The Master of the vessel must provide written documentation of the type of cargo, its weight, according to Point c. The total weight must be shown as the gross weight in hundreds of kilos, so that amounts less than a hundred kilos does not count.
- **e.** If tariffs change, the tariff due will be calculated using the rate valid at the time of discharging and loading began.

# 5.2 Exemptions from Cargo tariff:

# The following goods are exempt from Cargo tariffs:

**a.** Provisions and other necessary goods for the use of the ship.



- **b** Goods and material for the sole use of the harbour.
- **c.** Goods which have been seaborne to the to the harbour, and for which Rønne Harbour A/S has received cargo fees, are not required to pay again to export them when the vessel departs to transport the goods onwards. But these goods must not have undergone any processing or treatment, including repackaging, and that the onward transport occurs within 12 months after loading.

An application for exemption for Cargo tariff for onward transported cargo must, for each cargo, be made to Rønne Harbour A/S, along with the shipping and permissions, etc. for the cargo of the ship.

The application must contain a documented specification for each individual item of imported cargo where the tariff has been paid, and must also include a legal and binding declaration that full tariff has been paid for each separate item of cargo.

# **5.3 Repayment of Cargo tariffs:**

**a.** If it can be documented that as a result of an incorrect application where too much wharfage has been paid, a correction can be made by applying to Rønne Harbour A/S for reimbursement, though no later than 3 months after the date of payment. A fee will be charged for reimbursement, of Dkk 550 for each application.

# 6. Car, Passenger Motorcycle and Bicycle tariffs

Tariffs are payable to Rønne Harbour A/S prior to departure of the ship, as itemised below. Rønne Harbour A/S can, however, on receipt of a deposit or other form of security given by the ship or its agent, permit departure before the tariff is paid.

#### a. Motor cars, Caravans and motorcar trailers tariffs

Motor cars that are loaded or discharged within the perimeter of the harbour, must pay a tariff of Dkk 23.63 each.

#### **Passenger tariff:**

A tariff of Dkk 3.92 must be paid for every passenger arriving or departing from the harbour premises.

Cruise liners mooring in the harbour must pay Dkk 3.92 for every passenger on board

#### c. Motorcykle tariff

Motorcykels that are loaded or discharged within the perimeter of the harbour, must pay 50% of the tariff for cars

#### d. Bicycle tariff

Bicycles loaded or discharged within the perimeter of the harbour must pay Dkk 2.25 each.



# 7. ISPS tariffs:

Rønne Harbour A/S will charge an ISPS tariff as a result of increasing demands for security of the harbour, and the increasing cost of investment, and running costs.

ISPS-tariffs from 1 January 2018 will be as follows:

| _     |   |                   |
|-------|---|-------------------|
| Туре  |   | ISPS tariff       |
| Gene  | ral Ship tariff (2.1)                           | Dkk 0.25 per GT   |
| Mont  | hly tariff (2.1)                                | Dkk 1.07 per GT   |
| Motor | rcar tariff (6.)                                | Dkk 0.00 per unit |
| Passe | enger tariff (6.)                               | Dkk 0.51 per pax  |
| Wha   | rfage (5.1):                                    |                   |
| a.    | General tariff                                  | Dkk 0.47 per ton  |
| b.1   | Potatoes, corn, flour, cement, fertiliser, wood | Dkk 0.29 per ton  |
| b.2   | Chippings, earth, stone, chalk, ores, glass     | Dkk 0.13 per ton  |
| b.3   | Coal  | Dkk 0.39 per ton  |
| b.4   | Oil   | Dkk 0.43 per ton  |
| b.5   | Ferry cargoes                                   | Dkk 0.44 per ton  |

The minimum ISPS tariff will be Dkk 258 per call and a minimum of Dkk 127.00 for each cargo declaration.

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

| Monday – Friday        | 07:00 | - 16:00 |   | Dkk 4 | 20.00 pe | er hour |
|------------------------|-------|---------|---|-------|----------|---------|
| Outside these hours    |       |         |   | Dkk 4 | 50.00 pe | er hour |
| <b>•</b> • • • • • • • |       |         | ~ | (     |          |         |

Cruise liner call will require a minimum of one (1) security guard, in accordance with ISPS regulations. The guard must be approved by Rønne Harbour A/S

#### 8. Warehousing and outdoor storage for cargoes:

**Liability for cargoes** (including full and empty containers and all material whatsoever the type, that is placed within Rønne Harbour A/S's premises – hereinafter termed "goods".

Unless otherwise agreed with Rønne Harbour A/S, all kinds of reloading of goods is not permitted in the harbour area.

Rønne Harbour A/S accepts no responsibility for goods that are stored or placed within the confines of the harbour or its warehouses or sheds or outdoors. Furthermore, Rønne Harbour A/S accepts no responsibility for any damage that might occur to a third part inflicted by the goods.



In the event of a liability issue please refer to the regulations regarding Limitation of Liability in Section 13.

Unless an alternative arrangement has been negotiated with Maritime Services prior to storage, it is the person liable for the rental charge who is liable for all and any damage that might occur to the property of Rønne Harbour A/S. This liability will not prevent Rønne Harbour A/S from holding the goods owner responsible for the same damage.

#### 8.1 Rental for discharged goods on quayside or other outdoor areas:

Goods that are to be loaded or discharged from ships can remain on the harbour premises for up to 5 days free of charge, if Maritime Services agrees that there is available space. This use of harbour premises is calculated from and including the day the goods were stored.

If goods remain on the harbour premises for longer than 5 days, an agreement must be made with Maritime Services, for a tariff of Dkk 2.27 per square metre at the beginning of every week, for the duration of the agreement. If this agreed duration is exceeded, the tariff will double to Dkk 4.43 per square metre at the beginning of each week. In special circumstances, a special dispensation can be given.

If the recipient of the cargo or the dispatcher exceeds the agreed space rental duration, Rønne Harbour A/S can demand that the goods are removed immediately. If goods are placed without prior arrangement with Rønne Harbour A/S, the goods will, if necessary, be moved or removed at the expense and liability of the owner.

The rental will be charged, unless otherwise arranged with Rønne Harbour A/S, to the ship owner or the haulage operator who is responsible for payment of the rental.

Non-shipping cargoes, e.g. goods which are not liable for duty, can be stored on harbour premises for a weekly charge, though without the free first week, if a special and prior arrangement has been made with Rønne Harbour A/S.



#### 8.2 Long term rental of harbour space

The rental charge for contractually specified rentals of unfenced areas, are divided into two classifications:

Area class I - quayside areas Area class II

Rental of quayside areas in Class I includes an additional tariff based on turnover, or a guarantee for a certain turnover in the form of ship or cargo tariffs. This area classification is dependent on location and is set by Rønne Harbour A/S.

Rental for space in the harbour premises is calculated according to individual agreements. The rental conditions are also agreed individually.

#### 8.3 Rental of equipment sheds

Rønne Harbour A/S manages a number of equipment sheds in the South Harbour, which are mainly rented by the fishermen of Rønne town.

| Rental per quarter, per square metreDkk 40.06 |
|---|
|---|

Electricity is metered and paid separately.

Nothing must 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, Rønne Harbour A/S can demand that the shed is emptied and the hirer leaves the area.

If equipment, etc. is placed without prior agreement from Rønne Harbour A/S, it will, if necessary, be moved or removed at the owner's cost and liability.

Rent and any electricity used will be charged by Rønne Harbour A/S.



# 8.4 Parking of trucks and trailers

Unless otherwise arranged with Rønne Harbour A/S, all trucks and trailers must be parked in the harbour's trailer park in West Harbour.

The following rules apply:

- 1. Trucks and trailers, etc. must be parked for a maximum of 12 hours before they are driven onto the ferry.
- 2. Trucks and trailers, etc. must be removed from the trailer park at the latest 12 hours after they have arrived with the ferry.
- 3. Trucks and trailers, etc. that exceed the 12 hour rule, will be charged rental for use of the harbour's trailer park, of DKK 567.00 for the first hour, and for each hour thereafter a charge of Dkk 152.00 per hour will be made.
- 4. This fee must be paid in cash when the vehicle is collected. The fee is to be paid to Rønne Harbour A/S at the Harbour Office, Sydhavnsvej 12, 3700 Rønne.
- 5. In the case that a vehicle is not removed at the request of Rønne Harbour A/S, it will be removed at the cost and liability of the owner, and placed in another position in the harbour premises. It will thereafter only be released on payment of a specifically drawn up demand from Rønne Harbour A/S
- 6. Long term parking (for more than 12 hours) on the harbour premises is only possible after entering into a specific, individual rental contract

# 9. Cranes:

The guidelines for ordering and use of Rønne Harbour A/S's cranes is shown in appendix 3,"Terms and Conditions for Renting Cranes. Rønne Harbour A/S has two (2) mobile cranes.

# 9.1 General

The most important cost regulations are shown below; but the detailed regulations must be viewed 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 legal precedence.

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

# 9.2 Liability

According to the Danish law on ordinary compensation rules, Rønne Harbour A/S only has liability for damage as a result of defects and/or omissions relating directly to the cranes.



Rønne Harbour A/S has no responsibility for the uninterrupted running of the crane.

Rønne Harbour A/S has no involvement in the work with the goods being lifted by the crane and does not supply the necessary straps, cords, shackles, etc.

The hirer or his representative is responsible for hooking, etc. and direct the crane driver about which movements the crane should make.

In the event of liability, please refer to Limitation of Liability regulations in Section 12.

#### 9.3 Ordering a crane:

Booking and cancellation or making any other changes to an order must be made to <u>vagt@roennehavn.dk</u> and confirmed by Rønne Harbour A/S's Maritime Services. The order must contain information about the weight of the goods and its condition. Crane booking is normally processed in the order in which it is registered.

Rønne Harbour A/S reserves the right to deviate from the booking order, so that at all times it is Rønne Harbour A/S who decides to whom, to what and in which order the cranes are to be rented.

The cranes are mainly rented for loading and discharging of ships.

#### 9.4 Rental rates:

Included in the rate is payment for the crane driver. No crane is to be rented for less than a minimum of 1 hour, and there is a charge for every half hour thereafter.

For work carried out after normal working hours, there is an hourly overtime charge. Rønne Harbour A/S's cranes only carry out tasks on the premises owned by Rønne Harbour A/S.

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

The charge will be made from the moment the crane drives from the harbour crane park until it is once again back in the crane park.

| Rates:                             |              |          |
|------------------------------------|--------------|----------|
| Loading and discharging            | Dkk per ton  | 15.47    |
| Discharging of chalk by bucket     | Dkk per ton  | 9.45     |
| Loading and discharging with hooks | Dkk per. ton | 9.45     |
| Minimum payment for use of cranes  | Dkk per hour | 1,549.00 |
| Waiting time (standby)             | Dkk per hour | 464.00   |
| Overtime surcharge                 | Dkk per hour | 258.00   |
|                                    |              |          |

Rigging and unrigging of cranes, min.  $\frac{1}{2}$  hour per task, = Dkk 775.00



The fee is for landing and launching smaller fishing boats and leisure craft from the washing area at South Harbour, a fee of Dkk 1,549.00 per crane operation, including rigging and unrigging, for maximum 1 hour. If this is exceeded, the fee is Dkk 1549.00 for each hour.

Outside normal working hours an extra fee will be charged, according to overtime charges, according to these Terms and Conditions.

All crane tasks are calculated from quantity per ton, though the hourly minimum rate is always paid for use of a crane.

Overtime rates are charged for work carried out on public holidays and outside normal working hours: **Monday – Friday from 07.00 – 15.00** 

If 'foreign' cranes are used with a capacity matched by the cranes owned by Rønne Harbour A/S, and Rønne Harbour A/S's cranes are available, then Rønne Harbour A/S reserves the right to charge a fee of Dkk 1549.00 per crane, per day.

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

#### **10.** Infrastructure rental:

# STATUTES/TERMS AND CONDITIONS FOR RENTAL OF INFRASTRUCTURE

#### § 1.

The rules in the following statutes apply to vessels without a complete and signed-on crew, which Rønne Harbour A/S has given permission to dock in the harbour for more than 5 calendar days.

#### §2.

Rental rate which can be fixed for the purpose of utilising the area can be used as follows:

- a. For vessels which are moored in the harbour without complete, signed-on crews for more than 5 calendar days, will be charged Dkk 2.98 per G T for every 5 day period.
- b. For vessels and other floating material that are used for business purposes, e.g. for storage of cargoes or for sale, exhibition, etc. including scrapping, the rental rate is negotiated by Rønne Harbour A/S.
- c. For waterways used by shipyards, floating docks and repair fleets or in connection with carrying out contractors' tasks, etc. the rental rate is fixed based on special arrangements with Rønne Harbour A/S.
- d. For use of waterways, including for vessels that are used for lodgings, etc., which do not relate to categories covered in Points a and b above, the rental rates are fixed based on special agreements between the hirer and Rønne Harbour A/S.



# § 3.

The rental tariff will be charged by Rønne Harbour A/S and paid up front for each period. For vessels with more permanent docking, payment can be made quarterly or half yearly.

# **11.** Supply of water:

A number of connection points have been put up around the harbour for water collection and electricity supplies. A Tally Key Card is necessary to use these stands which can be purchased at the Harbour Office. Immediately after usage the water hoses must be removed so that they are not left unattended on the quay.

Supply of large amounts of fresh water is taken from hydrants placed along the bulwarks of the harbour. For orders of large amounts of fresh water, contact Maritime Services. The prices are as follows:

# **11.1** Water supply prices:

| Connection fee   | Dkk 274.00 |  |  |  |
|--|------------|--|--|--|
| Fresh water per cubic metre  | Dkk 27.50  |  |  |  |
| Fee for water pumping (when emptying sewage)   | Dkk 33.50  |  |  |  |
| Fixed route ships approved by Rønne Harbour A/S with a fixed mooring and with large water consumption, using the ship's own hoses and attachments: |            |  |  |  |
| Connection fee   | Dkk 00.00  |  |  |  |
| Fresh water per cubic metre  | Dkk 23.00  |  |  |  |
| Fee for water pumping (when emptying sewage)   | Dkk 33.50  |  |  |  |
| Water hydrants at Rønne Harbour are equipped with DIN52/C couplings as standard.   |            |  |  |  |

# 11.2 Liability:

Rønne Havn A/S is not liable for any supply faults in connection with delivery of fresh water.

# **12.** Supply of electricity:

A number of connection points have been put up around the harbour for water collection and electricity supplies. A Tally Key Card is necessary to use these connection points, which can be purchased at the Harbour Office. Immediately after usage the electric cables, etc. must be removed so that they are not left unattended on the quay.

Special requirements for supply of electricity can be ordered.



| 12.1 PRICES FOR SUPPLY OF ELECTRICITY   |                            |  |  |  |
|---|----------------------------|--|--|--|
| Electricity connection points   |                            |  |  |  |
| Electricity usage per KW hr   | Dkk 2.75                   |  |  |  |
| Delivery by Maritime Services, with meter:  |                            |  |  |  |
| Electricity consumption per kW hr metered   | Dkk 2.75                   |  |  |  |
| Minimum 50 kW hr, per connection  | Dkk 138.00                 |  |  |  |
| Without meter   |                            |  |  |  |
| If Rønne Harbour A/S does not receive a reading of the vessels electricity meter on arrival or on connection, and/or 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 kW hr)  | Dkk 138.00 per 24 hrs      |  |  |  |
| Electricity usage – 16 amp/380 V plug (140 kW hr)   | Dkk 385.50 per 24 hrs      |  |  |  |
| Electricity usage – 63 amp/380 V plug (500 kW hr)   | Dkk 1,377.00 per 24<br>hrs |  |  |  |
| Connection without permission will incur surcharge of   | Dkk 1,225.00 per<br>time.  |  |  |  |
| Changes to the prices shown above will be made when the electricity provider makes changes.   |                            |  |  |  |

# 12.2 Liability:

Rønne Harbour A/S supplies only the plugs on the quayside and takes no responsibility for any required protection with regard to regulations for heavy current.

Rønne Harbour A/S does not supply cable from the quayside plugs for the user, and takes no responsibility for the user's equipment.

The user is responsible for any damage to the harbour equipment. The user must pay for any damage or faults with the harbour's property caused by the user.

# **13.** Cleaning of the quayside area:

Pollution caused by spillage on the harbour premises in connection with loading or discharging of fish, mending of nets, or loading or discharging 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 completing of the management of the goods/cargo.

If no cleaning of the premises/quayside area is done, Rønne Harbour A/S will organise cleaning to be carried out for the account of the ship or cargo owner.



Guidelines from Maritime Services must be followed. All waste must be collected and must not be thrown into the harbour. 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 discharging and loading tasks, or the cargo owner, defined as the person who pays the cargo/goods tariff, or similar tariffs to the harbour.

The person/company responsible must pay all charges in connection with cleaning the area in question.

Cleaning of areas can be undertaken by Rønne Harbour A/S, who will invoice the person/company responsible.

# 14. Facilities for ship-generated waste:

Rønne Harbour A/S has introduced an environment management system according to DS/EN ISO 14001:2004.

Rønne Harbour A/S has established a reception system for ship generated waste, according to current legislation.

Ships that berth in the harbour are required to deliver waste before departing the harbour, ref. the Ministry of the Environment Guidelines no. 415 of 10 May 2012, into reception facilities for ship-generated waste, delivery of waste and Rønne Harbour A/S's wastetreatment plans.

# 14.1.1 Ship-generated waste:

Generated waste from ships must be delivered to the waste containers which have been placed in Rønne Harbour A/S's premises.

Remains of dangerous waste (such as remains of paint and spray cans, chemical waste and flagons or jerry cans with oil remains, oily rags accumulators and batteries, emergency flares, insecticides, medical remains, neon light tubes, etc.) must not be disposed of in the waste containers. Disposal and payment for removal of this kind of waste must be agreed with Maritime Services. See Point 17, Other Rates.

# 14.1.2 Cargo residues:

Rønne Harbour A/S Maritime Services can advise and authorise contact to companies that can deliver cargo residues to the legally approved waste treatment plants. Rønne Harbour A/S is not involved in any way with payment for the treatment of this waste.



# 14.1.3 Sewage and waste containing oil residue

Sewage and waste containing oil remnants can be delivered during Rønne Harbour A/S's normal working hours Monday –Thursday from 07.00 - 15.00. Friday 07.00 - 12.00).

If the ship is only in harbour outside these hours, collection will always incur a charge.

#### 14.2 Quantity

Ship-generated waste can only be delivered free of charge if the ship complies in type and size, and in relation to its last port of call. It must be delivered to Rønne Harbour A/S's own waste containers. Ships that don't normally pay Ship tariff must, at a minimum, pay for  $\frac{1}{2}$  a waste container if they use the containers available at Rønne harbour. If a ship or customer requires a whole container to be placed at the quayside alongside the ship, the cost is ALWAYS for a full container, including emptying, with a maximum of 1 ton of waste material. The prices for this are shown under Point 17 – other rates (Removal of Waste)

For larger quantities of ship-generated waste and for cargo waste, there will be a separate, individual charge.

# 14.3 Ordering waste removal:

Ships requiring removal of generated or general waste material must inform Rønne Harbour A/S of this via SafeSeaNet, at least 24 hours before arrival in port.

This information 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 harbour can accept receipt of the waste on condition that the harbour does not find itself liable for extra costs in this connection. To cover any possible extra costs being incurred, the harbour will demand separate payment.

Report forms are included in the Ministry of the Environment Guidelines No. 415 appendices. They are available from the Harbour Office or on the harbours website <u>www.roennehavn.dk</u> or the Ministrys website <u>www.mst.dk</u> The report form must be completed and sent by email to <u>vagt@roennehavn.dk</u>

# **14.4 Waste delivery hours:**

Delivery must take place during Rønne Harbour A/S normal office hours. These are Monday –Thursday from 07.00 – 15.00. Friday 07.00 – 12.00

Ships that only berth in Rønne harbour outside normal office hours may deliver waste if the ship can prove in writing that delivery outside office hours is not possible. In this case there are special legal conditions that apply for the various categories of waste.



#### **14.5** Rates for waste delivery:

Rønne Harbour A/S demands special tariffs in the following situations:

- **a.** Ships that are not liable for normal shipping tariffs, ref. Point 2.1, must pay for all the services covered in this section. The price for these is agreed directly between the ship or its agent and Maritime Services.
- **b.** When the quantity of ship-generated waste is greater than normally generated from the last port of call.
- **c.** Waste that is delivered outside normal office hours.
- **d.** Waste that has been delivered to the wrong containers.
- **e.** The ship that has not sent their requests for waste delivery 24 hours prior to arrival
- **f.** If Rønne Harbour A/S has unforeseen expenses in connection with the treatment of ship-generated waste, these will be invoiced to the ship in question.

#### 14.6 Liability:

The ship owner is liable for the accuracy of all information from the Captain regarding type, composition, quantity, time of delivery and any damage caused by defects or omissions during this service process. The ship owner is also, without consideration of blame, responsible for all damage as a result of incorrect information from the Master or if it is misleading or inadequate. This also applies to any damage inflicted on third part as a result of incorrect, misleading or inadequate information.

#### **15.** Oil pollution – procedure:

§1

Ships that report pollution immediately after they have discovered an accident, and which can provide 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 harbour, or ships that immediately acknowledge responsibility when they discover oil pollution, need only pay for the actual expenses for clean-up.

An amount cost is estimated and agreed and the ship can depart the harbour, when a guarantee of payment has been received.

§2

Ships that have been reported, or which try to avoid responsibility by not reporting pollution, or which deny knowledge of pollution, even though it is highly likely that the pollution originates from that ship, must give a guarantee of Dkk 50,000 (for an analysis of 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 + <u>double</u> the cost of cleaning up.



# **16.** Liability limitations:

As long as Rønne Harbour A/S is found to be liable according to one of the aforementioned Guidelines, or in any other way is found to be responsible, the liability is limited as follows:

Compensation will be set based on the value of goods of the same type at the time the damage occurs. The value of the goods shall be set at current market rates, or in the absence of those, the normal value of goods of a similar type and quality.

Compensation may however, not exceed (Special Drawing Rights) SDR 666.67 for each unit 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 units with contents, compensation cannot exceed SDR 10,000

Compensation will not be paid for operational loss, loss of profit, waiting time for trucks, dockyard workers, etc, lost market share and other indirect losses.

SDR is defined under Maritime Law §505 as the currency unit of accounting. It is exchanged to Danish currency according to the exchange rate on the day on which the damage occurred.

| OTHER AVAILABLE EQUIPMENT:                                  |                |        |  |  |  |
|---|----------------|--------|--|--|--|
| Cargo boxes (stone) (min. Dkk 700.00)                       | Dkk per ton    | 3.25   |  |  |  |
| Loader (incl. driver)                                       | Dkk per hour   | 900.00 |  |  |  |
| Tractor with brush (incl. driver)                           | Dkk per hour   | 500.00 |  |  |  |
| Excavator (incl. driver)                                    | Dkk per hour   | 520.00 |  |  |  |
| Compressor  | Dkk per 24 hrs | 670.00 |  |  |  |
| Sweeping/Vaccuum machine (incl. driver)                     | Dkk per hour   | 850.00 |  |  |  |
| Small Lift, excl. transport                                 | Dkk per hour   | 250.00 |  |  |  |
| Large Lift, excl. transport                                 | 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 working fleet, raft, pontoon or floating platform | Dkk per day    | 350.00 |  |  |  |
| Rental of large working fleet/pontoon                       | Dkk per day    | 600.00 |  |  |  |
| 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 |  |  |  |

# 17. Other Rates:



| Generator  | Dkk per day  | 1,600.00 |
|--|--------------|----------|
| Rental of Concrete blocks per unit excl. transport   | Dkk per day  | 25.00    |
| Other available equipment - on agreement   |              |          |
| DIVER SERVICE:   |              |          |
| Starting fee   | Dkk per task | 1,000,00 |
| Diver assistance per hour including a diver and two diving assistants and a diver's wagon. | Dkk per hour | 1,800,00 |
| Surface crew/ diving assistant   | Dkk per hour | 450.00   |
| Pressurised oxygen flasks per hour   | Dkk per hour | 250.00   |
| Recording of diver assistance  | Dkk per task | 500.00   |
|  |              |          |

All expenses for repairs of damage caused by the rentee must also be covered by the rentee.

| Technical department – Hourly rates:  |              |          |  |  |  |
|---|--------------|----------|--|--|--|
| Office hours  | Dkk per hour | 412.50   |  |  |  |
| Overtime  | Dkk per hour | 250.00   |  |  |  |
| Foreman/surveillance  | Dkk per hour | 600.00   |  |  |  |
| Waste removal:  |              |          |  |  |  |
| Container incl. emptying, max 1 ton of waste                                      | Dkk per unit | 2,895.00 |  |  |  |
| 1/2 Container incl. emptying, max 500 kg. waste                                   | Dkk per unit | 1,676.00 |  |  |  |
| Extra fee for weights over 1 ton  | Dkk per ton  | 1,930.00 |  |  |  |
| Slurry pump for oil spills and sewage   | Dkk per hour | 990.00   |  |  |  |
| Removal of oil spills   | Dkk per ton  | 1,143.00 |  |  |  |
| Emergency services outside office hours   | Dkk per task | 750.00   |  |  |  |
| Overtime surcharge falls due for public holidays and when tasks are to be carried |              |          |  |  |  |

Overtime surcharge falls due for public holidays and when tasks 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 Craft tariffs)

| Dinghy and Leisure Craft, and permanent moorin                            | gs:                    |          |
|---|------------------------|----------|
| Boats and dinghies of 10 m <sup>2</sup> and thereafter per m <sup>2</sup> | Dkk per year           | 185.75   |
| Dinghy under 10 m <sup>2</sup>  | Dkk per year           | 1,031.00 |
| Small boats that are taken ashore after each us                           | Dkk per year           | 2,279.00 |
|   |                        |          |
| Visiting boats:   |                        |          |
| Under 10 m long per 24 hrs  | Dkk per 24 hrs         | 150.00   |
| From 10 - 13 m  | Dkk per 24 hrs         | 170.00   |
| From 13 - 16 m  | Dkk per 24 hrs         | 220.00   |
| From 16 – 20 m  | Dkk per 24 hrs         | 260.00   |
| From 20 – 30 m  | Dkk per 24 hrs         | 380.00   |
| Thereafter additional fee for each 10 meters                              | Dkk per                | 170.00   |
| 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                    | 50.00    |
| Ramps with barrier arm South Harbour annual entry                         | Dkk per year           |          |
| card  |                        | 550.00   |
| Repairs   | Dkk per 24 hrs         | 92.50    |
| Annual onshore per m <sup>2</sup>   | Dkk per m <sup>2</sup> | 92.50    |
| Winter Onshore (01.10 - 30.04) per m <sup>2</sup>                         | Dkk per m <sup>2</sup> | 67.00    |
| Rental of boat cradle/trestle   | Dkk per 24 hrs         | 67.00    |

# Sports fishing:

- A) Sports fishing boat, where Rønne is the home port, non- professional will be charged as shown above under Dinghies and Leisure craft.
- B) Sports fishing boats where Rønne is the home port, for professional use will be charged

Dkk 3,845.00 + VAT) annually Dkk 4,806.00

Sports fishing boats where Rønne is <u>not</u> the home port, will pay as shown under Visiting Boats



# Appendix 1. Rates for Tug Boats

# Rates for the use of Rønne Harbour A/S's tug boat, T/B URSUS Valid from 1 January 2018

For assistance to vessels between the Roads and the harbour or inside the harbour area there is a fee per operation as shown on the following table:

| Size of a | assiste | d vessel | Weekdays    | Weekdays from 16.00-<br>24.00<br>Weekends and public | All days    |
|-----------|---------|----------|-------------|--|-------------|
|           |         |          | 06.00-16.00 | holidays<br>06.00-24.00                              | 24.00-06.00 |
|           |         |          |             |  |             |
| Max L     | × max   | : W (m)  | Rate 1      | Rate 2   | Rate 3      |
| 0         | -       | 1,600    | 5,499 kr.   | 8,797 kr.  | 13,198 kr.  |
| 1,601     | -       | 1,800    | 6,285 kr.   | 10,051 kr.   | 15,081 kr.  |
| 1,801     | -       | 2,200    | 7,070 kr.   | 11,309 kr.   | 16,966 kr.  |
| 2,201     | -       | 2,600    | 7,854 kr.   | 12,565 kr.   | 18,849 kr.  |
| 2,601     | -       | 3,000    | 8,484 kr.   | 13,573 kr.   | 20,360 kr.  |
| 3,001     | -       | 3,400    | 8,954 kr.   | 14.358 kr.   | 21,535 kr.  |
| 3,401     | -       | 4,000    | 9,581 kr.   | 15,332 kr.   | 22,997 kr.  |
| 4,001     | -       | 4,600    | 10,213 kr.  | 16,337 kr.   | 24,506 kr.  |
| 4,601     | -       | 5,200    | 10,997 kr.  | 17,592 kr.   | 26,390 kr.  |
| 5,201     | -       | 6,200    | 13,508 kr.  | 21,616 kr.   | 32,421 kr.  |
| 6,201     | -       | 7,200    | 14,923 kr.  | 23,876 kr.   | 35,814 kr.  |
| 7,201     | -       | 8,200    | 16,808 kr.  | 26,894 kr.   | 40,338 kr.  |

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

Rønne Harbour A/S reserves the right to determine whether a pilot should go onboard the vessel or unit that is to be tugged into Rønne harbour.

The rate shown above is reduced for Cruise Liners 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 5).



# Appendix 2 Statutes for use of Tug Boats For use by Rønne Harbour A/S tug boat B/B URSUS

#### § 1.

The tug boat carries out towing of, or providing assistance to vessels within the maritime region of the harbour. Towing or assistance can only be provided outside the harbour (the Roads) when, in the opinion of Rønne Harbour A/S, it is deemed possible, or only with special agreements in every single case.

Vessels that have already gone aground cannot normally expect any assistance.

Rønne Harbour A/S will in every case, make the decision depending on weather conditions, etc. including ice conditions, as to whether a tug boat can be made available.

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

#### § 2.

All towing or assistance will only be carried out according to the Scandinavian Tugboat Owners' Associations standard terms and conditions of 1959, revised in 1974 and 1985 (Appendix 5).

#### § 3.

For towing of vessels between the roadstead and the harbour or within the harbour area, will be charged each time using the rates in schedule above – see Appendix 2. For other tasks, where the tug boat is used, Rønne Harbour A/S reserves the right to charge for a minimum of 4 hours per task commenced.

#### §4.

If the tug boat is ordered with less than 6 hours notice, an emergency fee will be charged of Dkk 2,500.00

For ordering other assistance or tasks than towing, with between 12 and 6 hours notice of commencement of the task, an emergency fee will be charged of Dkk 750.-

For ordering other assistance or tasks other than towing, to be carried out immediately upon/afterorderingwhere, an emergency fee of Dkk 1,500 will be charged.

§ 5.

All other tasks, such as clearing on the Roads, change of crew at sea, delivery of supplies and/or equipment, etc. will be carried out at the current hourly rate for operation of URSUS.

| Ursus                         | <u>Rate 1</u> | <u>Rate 2</u> |
|-------------------------------|---------------|---------------|
| Operational hours:            | Dkk 4,059.00  | Dkk 5,486.00  |
| Waiting time at the quayside: | Dkk 933.00    | Dkk 1,429.00  |



Rate 1 is weekdays (Monday – Friday) between 06.00 and 18.00; outside those hours Rate 2 will be charged.

# § 6.

For towing or tugging vessels at sea or in another harbour, each single operation must be arranged and a price agreed by Rønne Havn A/S.

#### § 7.

For towing of vessels which do not use the ship's main engine, the price shown in the table above will be increased by 50 %.

#### § 8.

Waiting time, calculated from the ordered assistance time, is to be paid according to the prices for waiting time shown in i § 5. Payment is always from the start of the task and the hours thereafter. If an ordered task has already begun and waiting time occurs, the hourly operational rates shown in § 5 will apply.

#### § 9.

If towing or other ordered assistance is cancelled less than 3 hours before the ordered time, the rate for a minimum of 1 hour will be charged – see § 5

#### **§ 10**.

In the case where the Harbour 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 rates per hour are as shown:

| Rate 1: | Dkk 4,059.00 |
|---------|--------------|
| Rate 2: | Dkk 5,486.00 |

Rate 1 is weekdays (Monday – Friday) between 06.00 and 18.00 and outside those hours Rate 2 will be charged.

#### § 11.

These rates will be regulated every year on 1 January.

#### § 12.

Assistance with a duration that extends over two rates, the more expensive rate will be charged.

#### § 13.

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

#### *These statutes are valid from 1 January 2018 Rønne Havn A/S, 6 December 2017*



# Appendix 3. Statutes for Rental of Cranes:

§ 1.

The harbour's cranes may only be rented with a crane driver.

#### Minimum payment

No crane may be rented for less than 1 hour, and thereafter payment will be calculated on every commenced half hour.

#### Additional fees

Any work done outside normal office hours will be charged an overtime fee, ref. business terms and conditions.

If there is a requirement for other equipment for the crane than normal, the renter will be invoiced for the rigging the crane.

#### § 2.

For use of the harbour's cranes outside the harbour premises, a special price agreement is to be made for each operation.

#### § 3.

If a 'foreign' crane is working with a capacity that Ronne Harbour A/S's cranes can match, and these cranes are available, Ronne Harbour A/S can charge a fee of Dkk 1,525 per crane per day.

§4.

# Ordering:

Ordering and cancelling with cranes, or other changes to the booking must be made to Maritime Services using email <u>vagt@roennehavn.dk</u> or by phoning +45 5136 3747.

Rønne Havn A/S reserves the right to decide to whom, to what and in which order the cranes can be booked and rented.

Cranes may be rented preferably for loading and unloading ships.

#### § 5.

Rønne Harbour A/S´s crane rental business solely comprises making cranes available with drivers. By contrast, Rønne Harbour A/S does not include in this business the hooking to the crane nor providing the necessary straps, cables, shackles, etc.

The cranes are only able to make vertical lifts and may not be used where they might need to make a diagonal/slanting lift. The crane may not be used to lift burdens that exceed their approved lifting weight.

#### § 6.

Rønne Harbour A/S has no liability for uninterupted operation.

Rønne Harbour A/S does not work with the hooking up of cargo and does not provide the necessary straps, cords or shackles, etc.



The renter or its representative must organise hooking, etc, and must be responsible for directing the work of the crane and advising the crane driver which movements the crane should make.

Rønne Harbour A/S has, in accordance with standard Danish compensation regulation, only liability for damage caused by defects and/or omissions relating to the crane itself.

Similarly, Rønne Harbour A/S only has liability for damage which occurs during the operation of the crane, which can, according to Danish legal compensation regulations be attributed to the company.

Rønne Harbour A/S is not required to pay compensation for damage that occurs with faults or omissions in connection with chains, straps, shackles, etc., neither for ensuring the legally approved dimensions in connection with manipulated goods, cargoes, etc.

No compensation is due for lack of operational profit, waiting time for trucks, harbour workers, etc or lost market share or indirect losses.

For issues of liability, refer to Limitation of Liability in the Terms and Conditions for Ronne Harbour A/S, section 15.

# § 7.

The following regulations are currently valid for work with Ronne Harbour's cranes:

a. The hirer has responsibility for ensuring that they are complying at all times with the legally requirement regarding marking of straps, chains, etc. and are abiding by the regulations set by the Danish Working Environment Authority's information and updates.

b. Danish Working Environment Authority's guideline No 1101 of 14 December 1992 on lifting equipment and block and tackle equipment

c. That information regarding hooking equipment and hooking is always followed precisely.

#### § 8.

Anyone hiring a crane is obliged to be completely familiar with the above regulations which can be found on the Danish Working Environment Authority's website <u>www.at.dk</u>

#### *These statutes are valid from 1 January 2018 Rønne Harbour A/S, 6 December 2017*



Appendix 4.

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

# SCANDINAVIAN STANDARD TERMS & CONDITIONS (STATUTES)

All towage and assistance is undertaken subject to Scandinavian Tug Owners' Standard Conditions (see below), and any dispute arising hereunder shall exclusively be determined by the Maritime and Commercial Court of Copenhagen, Denmark, in accordance with 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 on the following conditions:

# 1. Definitions

The expression Hirer in these statutes means the body or person who has ordered the service or on whose behalf the service has been ordered.

The expression damage in these statutes means economic losses of all kinds including, but not limited to, total loss, damage, loss of income and expenses and also loss of and damage to cargo on board of the vessel in tow.

# 2. The Company's liability towards the Hire

The Company is not liable for damage caused to the Hirer in connection with the towage service unless the damage is a consequence of fault or neglect on the part of the Company's management. The Company is, however, not liable for fault or neglect committed by a person of the Company's management in such a 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.

# 3. The Hirer's liability towards the Company

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

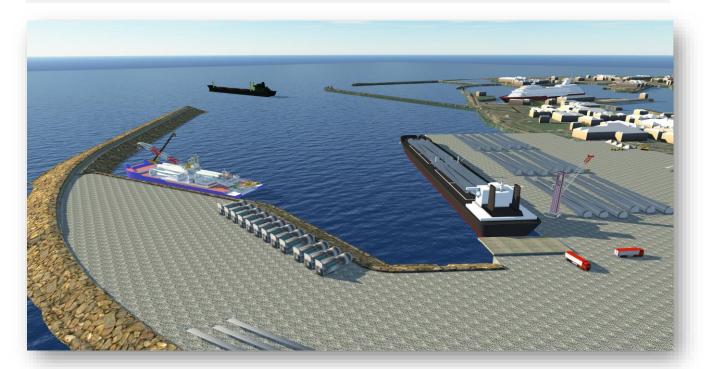


Should the Company be held liable for the damage caused to a third party in connection with the towage service, the Hirer shall indemnify the Company unless the Company would have been liable towards the Hirer in case the damage had been suffered by the Hirer.

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



# **Own Notes**







Sydhavnsvej 12 Post Box 47 DK-3700 Rønne Tel: +45 5695 0678 Fax: +45 5695 0631 Port Security (24/7 – 365) Tel: 45 5136 3747 VHF: 16/12

E-mail: roennehavn@roennehavn.dk

Web: www.roennehavn.dk



<u>Rønne Havn</u>