

ADP A/S

Terms of business and prices

per January 1st 2019



Contact

ADP A/S

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Office hours

Monday - Thursday:

08.00 - 16.00

Friday:

08.00 - 14.30

Saturday, Sunday and bank holidays - closed.

24-hour service / operations centre / ISPS

The Ports of Fredericia and Middelfart:

+ 45 2969 2020 / VHF channel 18
(VHF from am 06.00 until pm 05.00)

The Port of Nyborg:

+ 45 7921 5082

Operations centre normal working hours

The Ports of Fredericia/Middelfart

Monday - Thursday:

07.00 - 15.00

Friday:

07.00 - 14.30

The Port of Nyborg

Monday - Thursday:

07.00 - 15.00

Friday:

07.00 - 14.30

ADP A/S owns and manages the ports of Fredericia, Nyborg and Middelfart.

The present Terms of Business apply to ADP's ports from and including January 1st 2019. The Terms of Business clearly state the services not provided at the ports.

The present Terms of Business are also available in Danish. In the event of any discrepancies between the Danish and the English versions of the Terms of Business, the Danish version shall prevail.

All charges, unless otherwise stated, are indicative only and excl. VAT and other duties. Charges can be changed without prior warning. The term "normal working hours" refers to "Operations Centre" working hours.

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1. Ship's dues

1.1 Charges

Charges for ships, vessels and all floating equipment		<i>DKK per gross tonnage (GT)</i>
Single call at port	< 2,000 GT	3.11
Single call at port	> 2,000 GT	3.60
Monthly fee	< 2,000 GT	17.73
Monthly fee	> 2,000 GT	20.45

At the option of the shipowner, ship's dues are payable either as a single call fee or a monthly call fee.

The monthly fee is payable in advance to ADP and entitles the ship to make an unlimited number of calls at port within the relevant calendar month. The monthly fee is not refunded even if the ship is unable to call at the port in the relevant calendar month owing to shipwreck, damage or other causes.

The monthly fee does not apply to vessels calling at ADP ports as part of the transfer of goods at quay where ADP has entered into a sale of goods agreement based on special terms and rates.

1.2. Regulations for calling at port

All ships and floating equipment shall pay ship's dues for lying in the relevant harbour or the fairways leading to it. The ship's dues are chargeable to the ship.

The ship's dues are payable to ADP prior to leaving the port. ADP may, however, grant a vessel permission to leave the port before the dues have been paid against a deposit or other security furnished by the shipowner or his agent.

Ship's dues cover a ship's stay in the relevant port counted from the first day of arrival.

Ship's dues are calculated on the basis of gross tonnage (GT) and are rounded up to the nearest GT.

Ship's dues cover a ship's lying in the port for a maximum of 10 calendar days including the day of arrival. If the ship lies in port for longer than 10 calendar days it must pay for the next 10 calendar days and so forth.

The 10 calendar day period can either cover lying in a single port or lying in two ADP ports in immediate continuation of each other. The 10-day period provides for a single call only in each port within the 10 calendar day period.

1.3. Exemption from ship's dues

Exempted from paying ship's dues are:

- a. ships calling at ADP ports exclusively to seek medical assistance, to land sick and ship-wrecked persons etc. provided the stay in the port does not exceed 24 hours.
- b. vessels exempted by ADP.

1.4. Regular liner traffic

Individual agreements may be negotiated for the calculation and payment of ship's dues.

2. Commodity dues

2.1. Charges

	<i>DKK</i>
1. General goods	17,24 per ton
2. Mineral oil products	14.74 per ton
3. Carbon Dioxide	12.90 per ton
4. Sugar, paper, steel	12.70 per ton
5. Salt, cement	10,05 per ton
6. Ferry goods	9.69 per ton
7. Grain, various types of feedstuff, fertiliser, timber	7.91 per ton
8. Stone, broken stones, aggregates	5.89 per ton
9. Container goods per full container unit	183,60per unit
10. Passengers	3.62 per person
11. Project cargo:	Price negotiated on an individual basis

2.2. General conditions

Commodity dues are payable for goods loaded or unloaded at quay using port installations or from vessel to vessel, respectively, in one of ADP's ports. Commodity dues are payable to ADP by the cargo owner or the cargo owner's representative prior to departure. In cases where the charge has not been paid, permission to leave the port may be granted against a deposit or security.

When the goods are described with reference to the relevant chapters of the Customs Tariff, the following rates shall apply.

The Customs Tariff numbers in the listed good categories are only indicative. The Customs Tariff text determines the group of goods which are to be classed under the chapter or customs heading numbers.

Re 2. DKK 14.74 per ton

Customs Tariff, Chapter 27

Oil and various oil products

Re 3. DKK 12.90 per ton

Customs Tariff Product Code 2811.21.00

Carbon Dioxide

Re 4. DKK 12.70 per ton

Customs Tariff Principal Position 17.01

Customs Tariff Product Code 2808.00.00

Customs Tariff Product Code 2809.20.00

Customs Tariff Principal Position 39.01-39.02

Customs Tariff Principal Position 48.01

Customs Tariff, Chapter 73

Customs Tariff Principal Position 72.08-72.17
and 72.19-72.29

Sugar

Nitric acid

Phosphoric acid

Polymers of propylene and ethylene Plastic granulate

Paper

Iron and steel

Milled product profiles
rods, pipes and wires

Re 5. DKK 10,05 per ton

Customs Tariff Principal Position 07.01
 Customs Tariff Principal Position 11.01-04
*except goods that come
 under Product Code 1103.13*
 Customs Tariff, Chapter 12
*except goods that come
 under Product Code 1212.91-92*
 and Principal Position 12.14
 Customs Tariff Principal Position 25.01
 and 25.23

Potatoes
 Flour and grain granules

 Oleaginous seeds, various other
 types of seed and fruits etc.

 Salt
 Cement

Re 6. DKK 9.69 per ton

Ferry goods are charged at DKK 9.50 per ton irrespective of type of goods.

Re 7. DKK 7.91 per ton

Customs Tariff, Chapter 10
 Customs Tariff Product Code 0713.10.10
 Customs Tariff, Chapter 23

 Customs Tariff, Chapter 31
 Customs Tariff, Chapter 44
 Customs Tariff Principal Position 72.01-72.07

 Customs Tariff Principal Position 25.19
 Customs Tariff Principal Position 283522
 Principal Position 12.14

Grain
 Fodder peas
 Herring meal, oil cakes and
 various vegetable products used
 in animal feed
 Fertilisers
 Timber and timber products
 Metals, base metals, and various
 types of metal waste
 Magnesite
 Monocalcium phosphate
 Various other types of beets

Re 8. DKK 5.89 per ton

Customs Tariff, Chapter 5

 Customs Tariff Product Code 1212.91-92
 Customs Tariff, Chapter 25
*except goods that come
 under Principal Position 25.01
 and Principal Position 25.23*
 Customs Tariff Principal Position 38.23

Non-edible products of animal
 origin
 Sugar beets etc.
 Various soils and stones,

 Salt
 Cement
 Concerns chemical gypsum

Re 9. Container goods

The rate for each container containing dutiable goods, irrespective of type of goods and volume is DKK 183,60.

Re 10. Passengers

The rate per passenger irrespective of age is DKK 3.62 per person.

Project cargo:

Project cargo rates – e.g. windmill parts (towers, nacelles, blades), tanks, machinery construction – are charged on an individual basis. Please contact ADP for further information.

2.3 Exemption or partial exemption from commodity dues

2.3.1. Exemption from commodity dues

The following goods are exempt from commodity dues:

- a. Provisions and other necessities for exclusive use on board the vessel.
- b. Goods that are temporarily discharged and loaded on board the vessel during the same call to port in connection with the stowing and handling of the cargo.
- c. Goods transferred from one vessel to another without being discharged are exempt during loading provided full rates were paid at unloading.

As far as cargo is concerned, the exemption presupposes that, when notifying the ADP, the shipowner or his agent has made a request that the goods be discharged or loaded without payment of commodity dues.

2.3.2. Partial exemption from commodity dues

Partial exemption corresponds to a 50% reduction on the commodity dues in force at any time. The following goods are partially exempt from commodity dues:

- a. Goods which after unloading from a vessel in one of ADP's ports are to be forwarded by vessel from the same port. It is an exemption requirement that the goods do not undergo any form of interim processing, including palleting.

Partial exemption requires that full commodity dues have been paid in connection with unloading, and that the shipowner or his agent have requested in the ship and cargo declaration that the cargo be subject to partial exemption of commodity dues.

2.4 Submission of particulars

The owner of the goods or his representative shall provide ADP with such information about the vessel and its cargo as is necessary for the assessment of ship's dues and commodity dues. Information about the ship and cargo must include a goods specification accompanied by the appropriate customs tariff position number. The shipowner or his agent must present the ship's papers, manifests and weight documentation together with documentation supporting the information provided.

The total goods weight must be stated for each position in whole GT so that fractions under 0.5 tons are not included, whereas weights of 0.5 tons or more are calculated as 1 ton.

Furthermore, the shipowner or his agent must provide ADP with the necessary information about the vessel, passengers and cargo, including any means of transport, containers etc. as is necessary for the preparation of statistics.

3. Additional charges

3.1 Working Environment Duty

In accordance with Danish Working Environment Authority Order no. 181 of May 18th 1965 on the safe loading and unloading of ships, the port authority shall ensure the working environment of temporary workers by providing such health and welfare measures as locker rooms, bathing and eating facilities.

ADP shall make such facilities available in Fredericia and Middelfart and impose a working environment duty for the provision of said facilities.

The working environment duty is:

- | | |
|--|----------|
| - per container and self-propelled unit/loose trailer | DKK 5.10 |
| - per ton dry bulk, general cargo, ferry goods and unregistered vehicles | DKK 0.51 |

The working environment duty is imposed by ADP and payable by the owner of the goods or his representative.

3.2 ISPS charges

ADP imposes a separate security charge on goods transferred at quay in ISPS secured ports.

- | | |
|---|-----------|
| - per filled container or self-propelled unit | DKK 10.20 |
| - per ton cargo | DKK 0.10 |
| - per ton new motor vehicle | DKK 1.02 |

The ISPS charge is imposed by ADP and payable by the owner of the goods or his representative.

Ships requiring a Declaration of Security must bear all the costs of procuring such documentation.

3.3 Ice contingency surcharge

In accordance with the law on ice contingency no. 1122 of April 12th, 2012, a governmental ice contingency surcharge is charged per ton cargo of all goods being loaded or unloaded in Danish ports within Skagen.

The ice contingency surcharge is payable to ADP by the ships owner prior to departure. If the charge has not been paid, permission to leave the port may be granted against a deposit or security from the shipping company or the agent.

The 2019 charge is DKK 0,05 per ton.

4. Facilities and staff

4.1. Cranes

4.1.1. Charges for cranes and unloading hoppers for loading and unloading of ships.

The Port of Fredericia	Within the port's normal working hours DKK per hour	Overtime (incl. overtime charge of DKK 314) DKK per hour
P2, P3, P6, 25-ton portal crane: (quays 24+25+26+27) Up to 10 tons and waiting time	594	908
Over 10 tons	876	1.190
Operation with clamshell grabs	876	1.190
P7, P8, P9, 28-ton portal crane: (quays 21+22) Up to 10 tons and waiting time	594	890
Over 10 tons	876	1.190
Operation with clamshell grabs	963	1.277
M5 (Gottwald mobile cranes max. 100 tons): (quays 14+15+16+17+18+19+21+22+24+25+26+27+28) Up to 10 tons and waiting time	1.043	1.357
Over 10 tons	1.566	1.880
Over 25 tons	2.504	2.818
Over 50 tons	5.636	5.950
Over 75 tons	7.566	7.880
Equipped with automatic container spreader	1.159	1.473
Operation with clamshell grabs (motorised grabs)	1.566	1.880
Poly grabs	1.566	1.880
M9 (Gottwald mobile crane max 110 tons): (quays 14+15+16+17+18+19+21+22+24+25+26+27+28) Up to 10 tons and waiting time	1.043	1.357
Over 10 tons	1.566	1.880
Over 25 tons	2.504	2.818
Over 50 tons	5.636	5.950
Over 75 tons	7.566	7.880
Over 100 tons	10.018	10.332
Equipped with automatic container spreader	1.159	1.473
M10 + M11 (Gottwald mobile crane max 125 tons): (quays 14+15+16+17+18+19+21+22+24+25+26+27+28) Up to 10 tons and waiting time	1.043	1.357
Over 10 tons	1.566	1.880
Over 25 tons	2.504	2.818
Over 50 tons	5.636	5.950
Over 75 tons	7.566	7.880
Over 100 tons	10.018	10.332
Over 110 tons	13.148	13.462
Equipped with automatic container spreader	1.159	1.473
M12 (Sennebogen 835M, hydraulic mobile crane): (quays 14+15+16+17+18+19+21+22+24+25+26+27+28) Operation with clamshell grabs (motorised grabs)	876	1.190
Unloading hoppers (3 units 130 tons, quays 21+22)(2 units 65 tons, quays 14+15+16+17+18+19+21+22+24+25+26+27+28)	DKK 1.85 per ton	
Combined lifts with cranes incl. crane driver (hourly rate)	314	

The Port of Fredericia	Within the port's normal working hours DKK per hour	Overtime (incl. overtime charge of DKK 314) DKK per hour
Ordering charge	626	
Notification charge	844	
Rigging charge	157	

The Port of Nyborg	Within the port's normal working hours DKK per hour	Overtime (incl. overtime charge of DKK 308) DKK per hour
Unloading hoppers (1 unit 65 tons, quay 24, 25) Various materials	DKK 1.85 per ton	
M6 (Gottwald mobile cranes max. 100 tons):		
Up to 40 tons and waiting time	1.346	1.660
Over 40 tons	2.504	2.818
Over 50 tons	5.636	5.950
Over 75 tons	7.566	7.880
Equipped with automatic container spreader	1.473	1.787
Operation with clamshell grabs (motorised grabs) DKK 6.75 per ton. However, minimum applies	1.468	1.782
Poly grabs	1.566	1.880

General conditions

Operations that only incur ship's dues and do not involve loading from ship to ship are subject to a 50% crane surcharge. All other operations are subject to a 100% crane surcharge.

Additional ordering of services, notification and overtime charges are payable as stated above.

The rates include the cost of the crane driver and a comprehensive machinery insurance contribution.

The rate is payable from the time the crane has been ordered and the total leasing period is calculated in whole hours.

In the event where operations are delayed for more than ½ hour due to a mechanical fault, crane charges shall be waived for the relevant period.

Crane operations during breaks within normal working hours are calculated as overtime.

4.1.2. Crane services

The ordering of crane services is handled by ADP's Operations Centre:

The Port of Fredericia

Tel.: +45 2969 2020 / trafik-fh@adp-as.dk

The Port of Nyborg

Tel.: +45 7921 5082 / trafik-nh@adp-as.dk

A minimum of 2 hours' notice must be given for crane services to be carried out on the same day within normal working hours. Orders for crane services to commence on the following weekday within normal working hours must be placed as early as possible and no later than on the previous day by 12 noon.

Orders for crane services placed after such time or ordering changes made within normal working hours incur an ordering charge. If the ordering of crane services results in extra costs, e.g. rescheduling outside normal working hours, the crane hirer will be required to pay for these costs.

In order to facilitate planning, the crane hirer is required to state a starting and expected finishing time when ordering crane services.

If the crane is required to be ready for hoisting at the time for which it has been ordered, the crane hirer shall pay a rigging fee.

If the hirer places an order for a mobile crane for lifting under 25 tons or operation with grabs, he will incur a mobile crane surcharge (does not apply to driving with container spreader and poly grabs).

If a crane is ordered at a specific time and unloading/loading fails to get underway, the hirer shall pay from the time of ordering to the time of cancellation. However, the hirer will be charged a minimum of 1 hour + any overtime.

In cases where a booked crane is not taken into use, the hirer will incur costs associated with moving and readying the crane.

4.1.3. Priority leasing rights

With regard to crane hiring, it is up to ADP's Operations Centre at all times to decide to whom, for what purposes and in what order cranes are to be hired out.

4.1.4. Overtime

Orders for overtime must be placed as early as possible, and orders for overtime on weekdays must be placed no later than 12 noon on the same day.

Orders for overtime on Saturday, Sunday and bank holidays must be placed no later than on the previous day at 12.00 noon.

The ordering of overtime outside these set times will result in the crane hirer paying a notification charge regardless of the amount of overtime. In the event that an order results in rigging or readying the crane outside normal working hours, the hirer shall pay for any incurred overtime.

The following charges apply with regard to changes to ordered overtime outside normal working hours:

- for changes to a later start time, the hirer will incur a notification surcharge
- for changes to an earlier start time, the hirer will incur a notification surcharge
- for the cancellation of planned overtime, the hirer will incur a notification surcharge

In all cases where vessels are waiting for a crane, the crane hirer shall work as fast as possible and extend normal working hours by at least 4 overtime hours daily or work double shifts. Failure to observe this will mean that at the end of the working day the vessel concerned will be directed to another berth so that a waiting vessel can gain access to the crane. The vessel which is first alongside the quay or the vessel's consignee/consignor is obliged to make use of a crane as soon as it becomes available, regardless of the time at which this happens between 07.00 and 20.00
If this regulation is not observed, the crane will be made available to the next vessel which is willing to use it immediately.

When cranes ordered for double shifts exceed the agreed work period, the hirer shall pay overtime for the hours for which the crane drivers were hired.

4.1.5. Use of cranes and unloading hoppers

With reference to crane services, ADP only makes cranes available with crane drivers. The port in question does not undertake the work of suspending the goods, nor does it supply any necessary lifting gear such as straps, shackles, spreaders and the like. The hirer or his representative directs the work of the crane by informing the crane driver as to the movements required.

Cranes are designed for vertical lifting only and must not be subjected to slanting pulling, e.g. the shifting of railway wagons or dragging heavy goods from the ship's hold. Cranes must not be used to free straps and chains lying under cargo.

Cranes are not normally moved when loaded. If it becomes necessary to move a crane, the hirer or his representative must ensure that the crane track and route are free and that the crane power cable is lying in such a way that it cannot be damaged by the movement of the crane.

Cranes must not be overloaded and used for lifts that exceed the stipulated maximum loads. When 2 cranes are to work in combination, the crane combination order must be made separately and the relevant port representative must be present during the crane operations. In cases where 2 cranes are used in combination, ADP shall inform the hirer of the combined permitted crane load for both cranes.

At the commencement of work, clamshell grabs are supplied with a density tolerance of 3mm and may only be used for the materials for which they are intended. It is the responsibility of the hirer to ensure that loading/unloading with a clamshell grab is carried out with appropriate consideration for equipment and the environment and that work is carried out in accordance with the design and configuration of the ship – e.g. container brackets or the like.

It is up to the relevant port to decide the purposes for which the unloading hoppers may be used. The use and operation of unloading hoppers must be in accordance with the loading provision outlined in the present Terms of Business and port instructions. Cranes and unloading hoppers are only hired out for work pertaining to actual harbour traffic, unless a written agreement has been made with the port.

Unloading hoppers and clamshell grabs must be returned in a clean state and washed down with seawater. If a special cleanliness condition is required for the operation, the hirer shall pay for the extra cost of labour and equipment.

Cranes must not operate at wind speeds exceeding 22 m/s. For certain cranes operating in the Port of Nyborg, the wind speed must not exceed 14-15 m/s. However, crane operations are to be discontinued when loads cannot be handled safely due to strong winds.

4.1.6. Liability

With reference to crane services, Associated Danish Ports only makes cranes available with crane drivers.

The activities of the ADP ports in connection with the hiring out of cranes consist in placing the crane and crane driver at the disposal of the hirer. Thus during the hiring period the hirer is responsible for supervising the work of the crane and giving instructions to the crane driver. The hirer is thus fully liable under Danish law, including employers' liability in accordance with D.L. 3.19.2. – for any injury to persons or property damage caused during the operation of the crane (equipment, goods and property, including the crane itself).

Under no circumstances shall ADP pay compensation for any indirect losses incurred by the hirer or a third party, including loss of profit, loss on operations, loss of market share, lost goodwill etc. regardless of cause. ADP's ports accept no responsibility for interruptions in crane operations resulting from power failure, illness, equipment malfunction, labour disputes, force majeure etc.

To the extent that ADP is held liable to any third party for damage or injury attributable to the crane or to the use of the crane, the hirer shall, to the extent that follows from the above, compensate ADP for any claim, including interest and costs, which ADP may be ordered to pay to such third party.

If liability arises, reference is made to the Limitation of Liability clause in Section 8.

4.1.7. Crane hirer responsibilities

When renting port cranes for loading/unloading etc., the hirer is responsible for ensuring that user and loading regulations as well as port instructions are observed at all times. During the hiring period, the hirer is liable for any damages caused to the crane as well as injury to a third party caused by the crane or damage to vessels or goods, the harbour areas and harbour property. If liability arises, reference is made to the Limitation of Liability clause in Section 8. All cranes carry comprehensive machinery insurance. ADP reserves the right to collect an insurance excess from the tortfeasor to the extent that said party is found liable in accordance with the Danish rules on compensation.

The renting of cranes shall at all times be in accordance with ADP's Terms of Business in force at any time. It is the responsibility of the hirer to familiarise himself with these terms and the laws and regulations etc. that apply in connection with the hiring/use of cranes, including among other things the rules governing marking, maintenance and storage of lifting equipment and the layout and use of mechanically driven cranes – and to ensure that these rules and regulations are observed.

To the extent that unloading hoppers are involved in loading/unloading operations, the hirer shall comply with the existing loading regulations and port instructions. In the event of non-compliance, the hirer's liability towards the port in question will be the same as that for the renting of cranes.

The hirer shall ensure that crane power cables are protected during operation so that they do not suffer damage from dropped cargo or collision impact etc.

The hirer shall ensure that the storage of goods is planned in such a way that the quay load does not exceed 2 ton/m², unless a written agreement has been entered into with the port in question.

4.1.8. Environmental considerations

The crane hirer shall plan the work in such a way that dust and spillage are kept to a minimum. Spillage of the goods handled in connection with loading and unloading shall be kept within the ship's workplace on the quay.

Spillages on quays during loading and unloading operations shall be cleaned up to such an extent that the environmental requirements are complied with. Unless otherwise agreed with the Operations Centre, ship working areas, hopper(s) and grab(s) shall be cleaned immediately after the operation has been completed.

Under the conditions where such work is causing a nuisance to the surroundings, the work must be discontinued.

With regard to possible environmental damage, reference is made to the responsibilities outlined in article 4.1.7, which also apply in relation to environmental considerations.

4.2. RAILWAY WAGONS FREDERICIA

4.2.1. Charges for railway wagons

	<i>DKK</i>
Per wagon with cargo being loaded in port	158.00
Per wagon with cargo being unloaded in port	316.00

4.2.2. Conditions of use

The Port of Fredericia railway tracks may only be used by operators who have been approved in writing by ADP in advance.

The operator is charged a fee per wagon for all railway wagons.

Operators receiving or dispatching railway wagons that are subject to charges shall monthly and by the 3th day of the following month at the latest, submit particulars of all railway wagon transactions to ADP. The charges are payable on demand.

4.3. Mobile conveyor belt – Nyborg

4.3.1. Charges

	<i>DKK</i>
Belts up to 60m	3.06 per ton incl. operator – however, minimum charge of 432.00 per hour
Belts up to 100m	3.96 per ton incl. operator – however, minimum charge of 554.00 per hour
Overtime charge	314.00 per hour per operator

4.3.2. Conditions of use

4.3.2.1. Use of Nyborg's mobile conveyor belt

Relocation of the mobile conveyor belt in connection with loading and unloading is payable as per account rendered.

Specifications:

Location:	Quay 25
Electric/hydraulic conveyor belt with feed box	
Belt width	1.0 m
Length	100 m
Stacking height	max.10.5 m
Capacity (bulk density 1.6)	600 tons/hour
Relocation to other quays is payable as per account rendered.	

4.3.2.2. Use of conveyor belt

ADP places the conveyor belt at the disposal of the hirer in connection with loading/unloading of bulk cargo. Bulk cargo must be of such nature that it can be freely transported on the belts without causing congestion. The hirer is responsible for cleaning the belts should they become jammed. It is the responsibility of the hirer to clean the conveyor belts after use and remove any spillage from the quay. Final inspection is carried out by the Operations Centre.

ADP can only undertake to supply power to quays with the necessary outlets. In connection with work carried out on the other quays, the hirer must provide his own power supply (3x3 80V, 25 A). ADP assumes no responsibility for any interruptions to the conveyor belts. If liability arises, reference is made to the Limitation of Liability clause, *cf. Section 8 on page 24*.

At no time must the conveyor belt be overloaded. The user shall be liable for any damage to port equipment and installations.

4.4. Staff and other equipment

4.4.1. Hiring of staff and service equipment

ADP maintains an extensive range of service equipment for hire.

Further information:

The Operations Centre at the Port of Fredericia and the Operations Centre at the Port of Middelfart	Tel.: +45 2969 2020
Operations Centre, the Port of Nyborg	Tel.: +45 7921 5082

4.4.2. The Port of Nyborg

For terminal workers and mooring services, please contact:

Operations Centre, the Port of Nyborg	Tel.: +45 7921 5082
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5. Services

5.1. Fresh water

5.1.1. Charges

	<i>DKK</i>
Charge for water per ton (incl. government tax) *	40,19
Hourly overtime charge	314.00
Notification charge	844.00

* However, no less than DKK 402.00/delivery

5.1.2. Conditions governing the supply of fresh water

5.1.2.1. Overtime

The supply of fresh water outside normal working hours but in continuation of same will incur an overtime charge per started hour in addition to the above-mentioned rate. A minimum of 2 hours' overtime will be charged for the supply of fresh water outside normal working hours.

5.1.2.2. Notification charge

Irrespective of the amount of overtime, a fixed notification charge is payable for the supply of water services outside normal working hours.

5.1.2.3. General conditions

The charge is payable to ADP by the ship's agent or user, who is responsible for payment.

5.2. Power supply

5.2.1. Charges

Power supply charges from quay outlet	<i>DKK</i>
Supply charge	201.00
Connection charge per 24 hours	51,26
KWH incl. energy efficiency tax	At current market prices

5.2.2. Power supply regulations

The supply of power shall be ordered from and cancelled with ADP's Operations Centre. Cancellation shall be effected immediately after use so that live cables are not left on the quay unattended. ADP provides connection at the quay only and assumes no liability in case of extra protection being necessary pursuant to the Power Supply Regulations.

ADP does not supply power cables from the quay outlet to the user and assumes no liability for the user's equipment or for power failure.

In the event of disconnection assistance by an authorised electrician, the actual costs shall be payable as per account rendered. The user shall be liable for any repairs, materials, fuses etc. necessary for making good any damage or defects caused by the user to ADP's equipment.

5.2.3. Notification charge

Irrespective of the amount of overtime, a fixed notification charge is payable for the supply of power services outside normal working hours.

5.2.4. General conditions

The charge is payable to ADP by the ship's agent or user, who is responsible for payment.

6. Warehouse and area leasing

Port-related goods being loaded onto or unloaded from ships may be stored on harbour areas or in harbour warehouses if space is available – however, by prior arrangement with ADP only.

6.1. Charges for area leasing

Quay areas and handling areas along the quay	Fredericia DKK	Nyborg DKK	Middelfart DKK
Per commenced week/per m ²	3,58	3,58	3,58

Areas further from the quay/rear dock areas	Fredericia DKK	Nyborg DKK	Middelfart DKK
Per commenced week/per m ²	1,61	1,61	1,61
Per commenced month/per m ²	5,28	5,28	5,28

6.1.1. Conditions for storage of goods

Goods being loaded onto or unloaded from ships can be left near the quay for a period of 7 days free of charge. The storage period shall be calculated as from and including the day on which the goods are first stored. If the storage exceeds the 7-day period, a storage charge shall be payable as from and including the first day of storage thereafter. The area shall be measured by ADP and the rent shall be payable weekly according to the maximum area that has been used for storage and handling during the week in question.

6.2. Charges for warehouse leasing

ADP offers a total warehouse capacity of over 15,000 m² at our ports, including 10,000 m² modern bulk warehouses with rigid materials for the walls. These warehouses are located with direct access to the quay with 15-meters water depth. For further information concerning the lease of warehouses, contact ADP's Sales Department.

6.3. Other leasing

Contact ADP A/S.

6.4. General conditions

The lessee shall be liable for any damage caused to the rented warehouse through the handling of goods, driving of trucks, lorries etc.

The terms and rates for the storage of non port-related goods in ADP warehouses shall be negotiated on an individual basis.

The lessee shall return the rented space in a clean state in accordance with port standards either by own arrangement or as per account rendered.

With reference to storage goods liability, we refer to Section 9, item 2.

7. Waste matter and cargo residues

7.1. Receipt of waste matter from ships, cargo residues etc.

Pursuant to Executive Order No. 1003 of 10.12.2002, ships calling at Danish port are required to deliver all ordinary waste and cargo residues for receipt by the port authority. Based on normal sailing patterns, ADP has made arrangements for the receipt of:

1. Residue and oil mixtures from routine ship operations
2. Ballast water and tank washings containing oil from the hold
3. Sewage
4. Ordinary waste from ships
5. Residues of hazardous and noxious substances transported in bulk
6. Other cargo residue

Re 1). Within normal working hours, arrangements have been made by ADP for the receipt of sludge, used oil lubricants, oil mixtures from engine room bilges and similar oil residues related to ship waste.

The ports do not accept oil waste containing petrochemicals or emulsifiers. Ships must be equipped with the required connectors with flanges as described in the executive order. Furthermore, ships are required to supply their own hoses etc. so that they can pump waste ashore into the tanks provided. Ship repair companies must make their own arrangements for and bear the cost of delivering oil waste etc. to a waste receiving and processing plant approved by the authorities.

Re 2). Within normal working hours, ADP receives ballast water and tank washings containing oil. The port authority does not accept ballast water and tank washings containing petrochemicals or emulsifiers. Ships must be equipped with the required connectors with flanges as described in the executive order. Furthermore, ships are required to supply their own hoses etc. so that they can pump waste ashore into the tanks provided.

Re 3). Within normal working hours, arrangements have been made by ADP for the receipt of sewage related to ordinary ship waste. Ships must be equipped with the required connectors with flanges as described in the executive order.

Re 4). Ordinary waste from ships may be placed in the containers provided in the appropriate areas. Hazardous material residues must not be thrown in containers for ordinary waste. The disposal of such residues and larger volumes of hazardous waste must be agreed with the Operations Centre.

Re 5). Companies that ship or receive hazardous and noxious liquid substances in bulk (cf. Executive Order 166 of 1.4.87 issued by the Danish Ministry of the Environment), and companies carrying out repairs on chemical tankers are required to receive ballast water and washings containing these substances, and must therefore make their own arrangements for and bear the cost of delivering said substances to a waste receiving and processing plant approved by the authorities.

Re 6). Other cargo residue, including spillage, must be received and disposed of by the consignee or consignor. The ports in question can carry out such work against payment provided written notification has been received no later than 24 hours in advance.

7. 2. Payment

Ships that have not paid ship's dues to ADP in connection with loading or unloading shall pay for all services provided by ADP mentioned in this clause.

Furthermore, payment shall be due to ADP in the event of non-compliance with one or more of the following points:

- the quantity of ordinary ship waste to be received exceeds the quantity produced in the ordinary operation of the ship since the last port called at,
- if delivery takes place outside ADP's normal working hours,
- if a vessel fails to submit a waste notification form at least 24 hours in advance,
- if the ship leaves undeclared/undisclosed waste on the quay.

In cases where the receiving of waste is not free of charge, the orderer shall incur a charge payable to ADP.

7.3. Notification

Chemical tankers, oil tankers with a gross tonnage of 150 or more and other vessels with a gross tonnage of 400 or more shall submit a notification form to the Operations Centre no later than 24 hours prior to delivery/collection.

7.4. General conditions

Information on charges can be obtained from the Operations Centre. Expenses caused by delay shall be paid by the ship. ADP assumes no responsibility for delays caused by insufficient pump capacity aboard the vessel or failure of the vessel to be ready at the appointed time.

The port does not accept effluent from leisure craft.

8. Limitation of liability

If ADP's ports are held liable pursuant to one of the provisions mentioned above in the present Terms of Business or are otherwise held liable, the liability shall be limited as follows:

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

However, damages shall not exceed SDR 666.67* per item of the goods or other equipment, or SDR 2* per kilogram of gross weight of the goods or other equipment damaged, depending on what is the greater amount.

As regards containers or other similar units of transport with contents, maximum damage shall not exceed DKK 75,000.

No compensation shall be paid for loss on operations, loss of profit, loss of market share and other indirect losses.

**SDR means the unit of account mentioned in Section 152 of the Danish Merchant Shipping Act. The amount shall be translated into Danish currency using the rate of exchange applicable on the day when the damage is ascertained. Section 505 of the Danish Merchant Shipping Act states as follows: (SDR are the Special Drawing Rights maintained by the International Monetary Fund). The conversion from SDR into Danish currency takes place according to the rate on the day, when the liability has been secured or – if such security is not provided – on the payment day. If a limitation fund is established according to Chapters 10 or 11, the conversion will be made according to the rate on the day of establishing the limitation fund as per § 234, Article 3, unless security for the liability has been made before establishing the fund).*

9. Other provisions

9.1 Changes to charges

Charge changes are calculated on the basis of the rates that were in force at the time when loading or unloading commenced.

9.2. Liability for goods and transport equipment

ADP assumes no liability for goods stored or parked equipment and equipment stored in the harbour warehouses or within the harbour area generally.

Nor does ADP assume any liability for any damage which the stored goods/containers/equipment may cause to any third party, including damage caused to other goods/containers/equipment. If liability arises, reference is made to the Limitation of Liability clause, *cf. Section 8*.

The lessee is liable for and shall take the necessary steps to ensure that stored goods do not cause damage, give off dust, pungent smells or create other forms of environmental nuisance.

To the extent that ADP is held liable for any damages, noise, smells or other forms of environmental nuisance to any third party, the person making arrangements for the goods to be stored shall compensate ADP for any claim including interest and costs which ADP may be ordered to pay to such third party.

9.3. Deformation of mooring dolphins/duc d'albes

Approach speeds in excess of 12 cm/s at quay 42 may result in deformation of the ports' mooring dolphins/duc d'albes. Each mooring dolphin/duc d'albe has a service life corresponding to a total permanent deformation of 100 cm, after which total replacement is required.

Ships causing permanent deformations to mooring dolphins/duc d'albes will be held responsible for the damage and shall compensate ADP for each cm of permanent deformation caused.

Approach speeds and fender deformation are registered using laser equipment and this information is passed on to the vessel in connection with the individual call at port. In connection with approach speeds in excess of 12 cm/s, the deformation will be measured in each case by an authorised firm.

9.4. Pollution

Any party guilty of causing pollution to ADP's adjoining land and appurtenances (basins, quays, harbour areas, buildings, installations, equipment, roads etc. with attendant installations of any kind) shall remove the source of pollution and bear all related costs for such removal. This applies equally to pollution studies, sample taking, analyses, administration, inspection and any other activities directly linked to identifying the source of pollution, including final reporting and successful resolution of the problem.

9.5. Other provisions

In addition to the present Terms of Business, reference is made to:

- ADP port regulations
- Standard port regulations etc.
- General cleaning guidelines

All of the above are available from the Operations Centre:

The Ports of Fredericia and Middelfart Tel.: +45 2969 2020

The Port of Nyborg Tel.: +45 7921 5082

9.6. Snow clearing

ADP salts/clears the roads within the relevant harbour area in accordance with the following guidelines:

1. Roads leading to/from the harbour
2. Areas along the quays where work is taking place/expected to take place in the near future
3. Connecting roads to/from the quays
4. Other public areas where necessary.

Leased areas are only salted and cleared subject to written agreement with the lessee.

