

ADP A/S - TERMS AND CONDITIONS

JANUARY 1ST, 2021

A close-up, low-angle shot of a ship's hull. The hull is painted in a dark blue-grey color with a reddish-brown bottom. A vertical draft scale is visible, with numbers 2, 4, 6, 8, and 10. The ADP logo is painted on the hull above the 8 mark. The background shows the dark blue sea.

ADP

ADP A/S - CONTACT INFORMATION

Main address

Associated Danish Ports A/S

Vendersgade 74
DK-7000 Fredericia
VAT no. 25277236

Administration

Tel: + 45 7921 5000
Monday - Thursday, 8am - 4pm
Fredag 8am - 2:30pm
Closed on Saturday, Sunday and public holidays
post@adp-as.dk
www.adp-as.com

Sales Department

Niels Christiansen

General Manager, Sales and Business Development
Tel: + 45 2969 2035
nch@adp-as.dk

Leif Salling-Thomsen

Key Account Manager
Tel: + 45 2969 2034
lst@adp-as.dk

Traffic Department

Tel: + 45 7921 5020
Monday - Friday: 6am - 5pm
VHF Channel 28: 6am - 5pm

24-hour Service

The Port of Fredericia

trafik-fh@adp-as.dk
Tel: + 45 7921 5020

The Port of Nyborg

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

Operation Department, working hours

The Port of Fredericia

Monday - Thursday: 7am - 3pm
Friday: 7am - 2:30pm

The Port of Nyborg

Monday - Thursday: 7am - 3pm
Friday: 7am - 2:30pm



ADP A/S

ADP A/S owns and operates the Port of Fredericia and the Port of Nyborg and operates the Port of Middelfart. ADP is developing Taulov Dry Port in joint venture with the pension company PFA.

The following Terms and Conditions apply to ADP's ports commencing January 1st, 2021.

The Terms and Conditions are also available in a Danish version. Should there be any discrepancies between the Danish and the English versions, the Danish version will prevail.

The Terms and Conditions take precedence over any standard terms and conditions of ADP's contracting parties. Contracting parties' standard terms that deviate from ADP's Terms and Conditions can only be applied to ADP unless expressly agreed with ADP.

Where "normal working hours" are mentioned, the operating department's working hours apply.

Information regarding prices is included in ADP's general price list available upon request as of January 1st, 2021.

CONTENT

1. TERMS OF PAYMENT	1
2. SHIP DUES	2
3. COMMODITY DUES	3
4. ADDITIONAL FEES	4
5. CRANES	5
6. PORT AREA AND WAREHOUSE RENTAL	9
7. RAILWAY WAGONS AT THE PORT OF FREDERICIA	10
8. MOBILE CONVEYOR BELTS AT THE PORT OF NYBORG	10
9. HIRING OF STAFF, MACHINERY AND OTHER EQUIPMENT	11
10. WATER SUPPLY	12
11. POWER SUPPLY	12
12. WINTER-RELATED MAINTENANCE	13
13. RECEIPT OF WASTE MATTER ETC.	14
14. LIMITATION OF LIABILITY	16
15. OTHER PROVISIONS	16

1. TERMS OF PAYMENT

1.1 SUBMISSION OF INFORMATION

The captain or the vessel's agent must provide the necessary information for the calculation and collection of dues related to the vessel and goods.

Information regarding the vessel must specify the goods. The total weight of the goods is given for each gross weight position in full tonnes, so that fractions below 0.5 tonnes are not included, whereas 0.5 tonnes or more is counted as 1 tonne.

The captain or the vessel's agent must provide vessel documents, documents regarding cargo and weight as credentials of the information provided.

In addition, necessary information must be provided regarding vessel, passengers and goods, including means of transport, containers, etc. for the use of statistics.

ADP is, at all times, entitled to check if the information provided is correct.

Where ADP processes any customer data, ADP will comply with all requirements and obligations under the General Data Protection Regulation (GDPR). For further information, please contact ADP's legal department.

1.2 PAYMENT DUES

All prices are, unless otherwise stated, excl. VAT. and valid until further notice.

Payment is charged by the specific ADP port that the vessel calls, and payment must be made directly to ADP.

Prior to departure, all dues and other remuneration in accordance with these conditions must be paid to or otherwise secured by ADP.

Unless otherwise agreed or stated in the Terms and Conditions, the amounts are due for payment within the commenced month + 10 days.

If the payment deadline is exceeded, default interest from the due date is calculated at 1.5% each commenced month. Further, there is a charge of DKK 100.00 for each reminder.

2. SHIP DUES

2.1 TERMS

For all vessels and floating equipment, entering ADP ports or in the dredged fairways to the ports, a payment of ship dues applies. Payment is the responsibility of the captain, vessel owner or their agent.

ADP always has the full disposal right of the port quays.

A vessel is considered to be berthed in the port upon the day of arrival.

The ship's due is calculated based on whole gross tonnage (GT) as stated in the vessel's tonnage certificate.

The ship's due covers the berthing of the vessel for a maximum of 10 calendar days incl. day of arrival. If the vessel berths more than 10 calendar days, it will be charged for the following 10 calendar days and so on. Within the 10 calendar days, the vessel may berth in one or two of the ADP's ports in direct extension to each other, however, a maximum of one call to each port within the 10 calendar days. Exempted from this 10 days period are cruise vessels, where ship's due is applicable for the berthing of up to 48 hours.

The shipowner has the option to pay as a single call or as a monthly fee. If the shipowner opts for a monthly fee, ADP must be informed prior to first call in the port.

A monthly due is paid in advance to the port that the vessel calls and entitles to an unlimited number of calls within that calendar month. The monthly due is not refundable, although the vessel is unable to enter the port for the entire month due to a breakdown or other reasons.

The monthly due does not apply to vessels or shipping lines that call at ADP's ports as part of the route agreement or other agreement where special terms and tariffs has been agreed.

Vessels that pay monthly due cannot deliver slop tax-free.

Decommissioned, laid up vessels or other floating equipment are priced individually.

The ship's dues are included in ADP's general price list.

2.2 EXEMPTION FROM SHIP DUES

The exemption from the ship dues are:

- Vessels that only call at ADP's ports to seek medical assistance, disembark sick and shipwrecked or similar, provided that the stay in the port does not last longer than 24 hours
- Vessels that are forced to call a port due to a crash, storm, fog or other weather conditions, provided that the stay in the port does not exceed 24 hours
- Vessels exempted by ADP.

3. COMMODITY DUES

3.1 TERMS

Commodity dues are payable for all goods that are loaded onboard or discharged from vessel calling ADP ports. Commodity dues shall be paid by the cargo owner or his representative before the vessel departs the port.

Permission for the vessel to depart from ADP ports without payment, can only be given if the cargo owner or his representative have either placed a deposit or payment is otherwise secured by ADP.

The commodity dues are included in ADP's general price list.

3.2 EXEMPTION FROM COMMODITY DUES

The following goods are exempted from commodity dues:

- Goods for the vessel's own use
- Goods temporarily discharged and loaded on the vessel during the same call at the quay in connection with stowage and handling of the commodity
- Goods that are delivered from vessel to vessel without discharge are exempted during loading, provided that full goods due is paid upon discharging
- Empty units, i.e. shipping containers, road trailers and mafi trailers.

The exemption requires that the shipping company or the shipping company's agent requests - in the vessel and goods declaration - that the goods loaded or discharged are exempted from commodity dues.

3.3 PARTIAL EXEMPTION FROM COMMODITY DUES

Goods which, after discharging from a vessel in one of ADP's ports, are relocated by another vessel from the same port, are partially exempted from commodity dues. The goods or packaging may not undergo any processing while stored in the port.

Partial exemption means that only 50% of the due at a specific time is calculated.

The partial exemption requires that a full commodity due is paid upon discharging, and that the captain, shipowner or their agent submit "Ship and Cargo Statement" that the goods loaded are partial exempted from commodity dues.



4. ADDITIONAL FEES

4.1 WORKING ENVIRONMENT FEE

According to Executive Order Order No. 181 of May 18 1965 issued by Danish Ministry of Employment on regulations for safe loading and discharging of vessels, the port authority must ensure the working environment of the temporarily port employees by way of welfare facilities such as changing rooms, shower and eating facilities.

ADP makes these facilities available at the Port of Fredericia and charges a working environment fee. The working environment fee is charged by ADP to the cargo owner or his representative who is responsible for the payment.

The working environment fee is included in ADP's general price list.

4.2 ISPS SECURITY FEE

ADP charges a separate ISPS security fee on goods that are loaded or discharged in ISPS secured port areas. The ISPS security fee shall be paid by the cargo owner or his representative prior to the vessel's departure from ADP ports. The ISPS security fee is charged per laden unit or per cargo tonne.

Vessels that require the issuance of a "Declaration of Security" must cover all expenses related to this. Furthermore, the captain, shipowner or their agent, are charged an administration fee of 2 hours.

The ISPS security fee and administration fee are included in ADP's general price list.

4.3 ICE CONTINGENCY DUE

In accordance with the Law on Ice Contingency Act no. 1122 of 04-12-2012, a governmental ice contingency due is charged per tonne for all cargo volumes that are loaded or discharged over quayside in Danish ports within Skagen.

Prior to the vessel's departure, the ice contingency due must be paid to ADP. However, ADP may, against deposit or other security provided by the vessel owner or the vessel's agent, grant permission for departure before the due is paid.

The ice contingency due is included in ADP's general price list.

5. CRANES

5.1 BOOKING

Booking, cancellation or changes to crane bookings are done through ADP's Traffic Department.

Port of Fredericia Tel: + 45 2969 2020
trafik-fh@adp-as.dk

Port of Nyborg Tel: + 45 7921 5082
trafik-nh@adp-as.dk

When booking cranes, the expected start and end time must be stated.

ADP's Traffic Department has full disposal of the cranes and will allocate cranes according to the incoming crane bookings. ADP may change the allocation of cranes at any time.

Crane operations within normal working hours must be booked with a minimum of a 2-hour notice on the day that the work is to be carried out.

Crane operations for the beginning of working hours on the following working day must be booked at the earliest possible, but no later than the previous working day at 12.00 pm.

In case of late bookings or change of bookings made later than 12.00 pm, a booking fee will apply. Should this entail additional expenses e.g. moving a crane outside normal working hours, the crane lessee must cover all costs.

If the crane is requested to be operational at the time the crane is booked, a rigging fee must be paid.

If a crane is booked for a specific time, without the loading and discharging operation commenced, the duration from the meeting time to the cancellation time must be paid, however at least 1 hour + possible overtime fee.

In cases where a booked crane is not in use, the crane lessee is responsible for the costs of moving and preparing the crane.

Overtime must be notified and booked as early as possible, and overtime on weekdays no later than the same weekday at 12.00 pm. Overtime on Saturdays, Sundays and holidays must be booked no later than the previous weekday at 12.00 pm.

In case of later booking or change of overtime, a notice fee must be paid regardless of the extent of overtime.

5.2 TERMS

Crane charges are calculated from the time the crane is booked, and for each commenced hour. The prices include payment for the crane, crane operator and insurance fee for the crane. In addition, booking and notification fees and overtime fees may be added in certain cases.

In case of a crane breakdown that causes stop of operation coherently for more than 0.5 consecutive hour, no crane rental fee is charged for this period.

In case of rain stops of a duration of more than 0.5 consecutive hour for each stop, the price for the rain stop is settled according to the price of rain stops, corresponding with ADP's general price list.

Crane operation breaks within normal working hours are settled with 1 man hour for each break. Crane operation breaks outside normal working hours are settled with 1 man hour + overtime supplement per break.

For crane operations that are not related to loading or discharging of goods or vessel to vessel operations, and where the lessee is only charged ship's due, the crane price is subject to an additional fee of 50%. For other lifting operations that are not subject to ship or commodity dues, the crane prices are subject to an additional fee of 100%.

Facility fee:

ADP may exceptionally authorize the use of third-party cranes for services that cannot be performed by ADP's own cranes at the respective ports.

It is possible to request a permission by contacting ADP's Sales Department. The detailed instructions must be obtained from the Traffic Department before the installation of the crane commences.

The facility fee can vary depending on the size of the crane and the number of lifts. However, the fee will be settled per commenced 24 hours.

The instructions provided by the Traffic Department related to e.g. the use of road plates, reinforcements of areas, etc. must also be remunerated separately. All taxes and potential costs are charged to the stevedore company in question, which in turn is also responsible for any damage caused to ADP's personnel, equipment or property.

Crane operation related to permanent leases is exempt from the facility fee in cases where the crane is part of the lessees' own operations on the port areas.

5.3 USE OF CRANES, HOPPERS AND GRAPPLES

When booking cranes for loading and discharging operations, the crane lessee is responsible for complying with ADP's terms and conditions as well as procedures for the use of cranes and discharging funnels as well as ADP's instructions of all kind. The crane lessee is also required to comply with current legislation for rental and use of cranes.

When renting cranes, ADP only provides a crane and a dedicated crane driver.

The crane lessee must ensure that crane cables are protected during work, avoiding damage to the cables due to e.g. loss of goods, collision etc.

The crane lessee must ensure that the loading of goods is arranged so that the quay load does not exceed 2 tonnes/ m², unless a written agreement is made.

The cranes are intended for vertical lifting only and must not be used where they are subjected to oblique pull. The cranes must not be used for release of straps and chains.

The cranes are usually not moved along the quay with cargo in the hook. If it is necessary to move a crane, the crane lessee or his representative must ensure that the crane track and crane trail are clear and that the tow cable is in place so that it is not damaged while driving.

Twin-lift is booked separately at ADP's Traffic Department. An administration fee is charged for this. Special conditions for twin-lift are stated when ordering.

For safety reasons, including weather conditions, ADP may stop the crane operation at any time.

Hoppers and grapples are delivered cleaned and rinsed with seawater. If the crane lessee orders additional cleaning, this work is charged according to time and equipment spent.

The crane lessee must approve hoppers and grapples before the loading and discharging operation begins. Cranes and associated equipment may only be used for the material for which they are intended.

ADP may, at any time, determine which equipment is suitable for loading and discharging operations.

5.4 FORCED CRANE WORK

ADP may require the crane lessee to expedite loading and discharging operations for the sake of ADP's disposal of quays and cranes, including extending working hours to the applicable price for work during this time. If the crane lessee does not comply, ADP can order the vessel in question to another quay.

5.5 CLEANING OF QUAY AREA

The crane lessee is responsible for the quay area being cleaned immediately after the loading and discharging operation. However, the quay area must be cleaned and ready for use on the following day at 12.00 pm. If the crane lessee does not clean the area within the deadline, ADP will initiate cleaning for the account of the lessee.

Prices for hiring of staff and cleaning equipment are included in ADP's general price list.

5.6 ENVIRONMENTAL CONDITIONS

Before a loading and discharging operation is started, the crane lessee must consider, whether the operation is of significant detriment to the environment, including in relation to dust, noise and odour.

The crane lessee must always ensure that loading and discharging operations are carried out in accordance with ADP's guidelines on minimizing environmental nuisances.

The crane lessee is responsible for organizing the crane operation so that environmental impacts, including dust, noise and odour, are minimized.

Waste from the handled goods must not be spread outside the loading and discharging area. During loading and discharging, wastes must be cleaned on quays to such an extent as to comply with applicable environmental requirements.

ADP can relocate the vessel to another quay if ADP considers that the operation will have a significant impact on the environment. Under conditions where the crane operation will cause a significant impact to the environment, the crane lessee is obliged to stop the crane operation.

5.7 LIMITATION OF LIABILITY

The crane lessee has the full right of disposal and instruction over the crane and crane driver during the rental period. The crane lessee is thus fully responsible for ensuring that the work is organized in every aspect in a responsible way and in accordance with Danish legislation.

The crane lessee is responsible for any damage that may occur during the rental period to the crane, hoppers, funnels and crane equipment, as well as damage caused by the crane to persons, vessel, movable property and areas.

In case of shutdowns during the rental period due to crane breakdowns, weather or similar, ADP is not liable. Furthermore, ADP is not liable for any direct or indirect losses due to shutdowns.

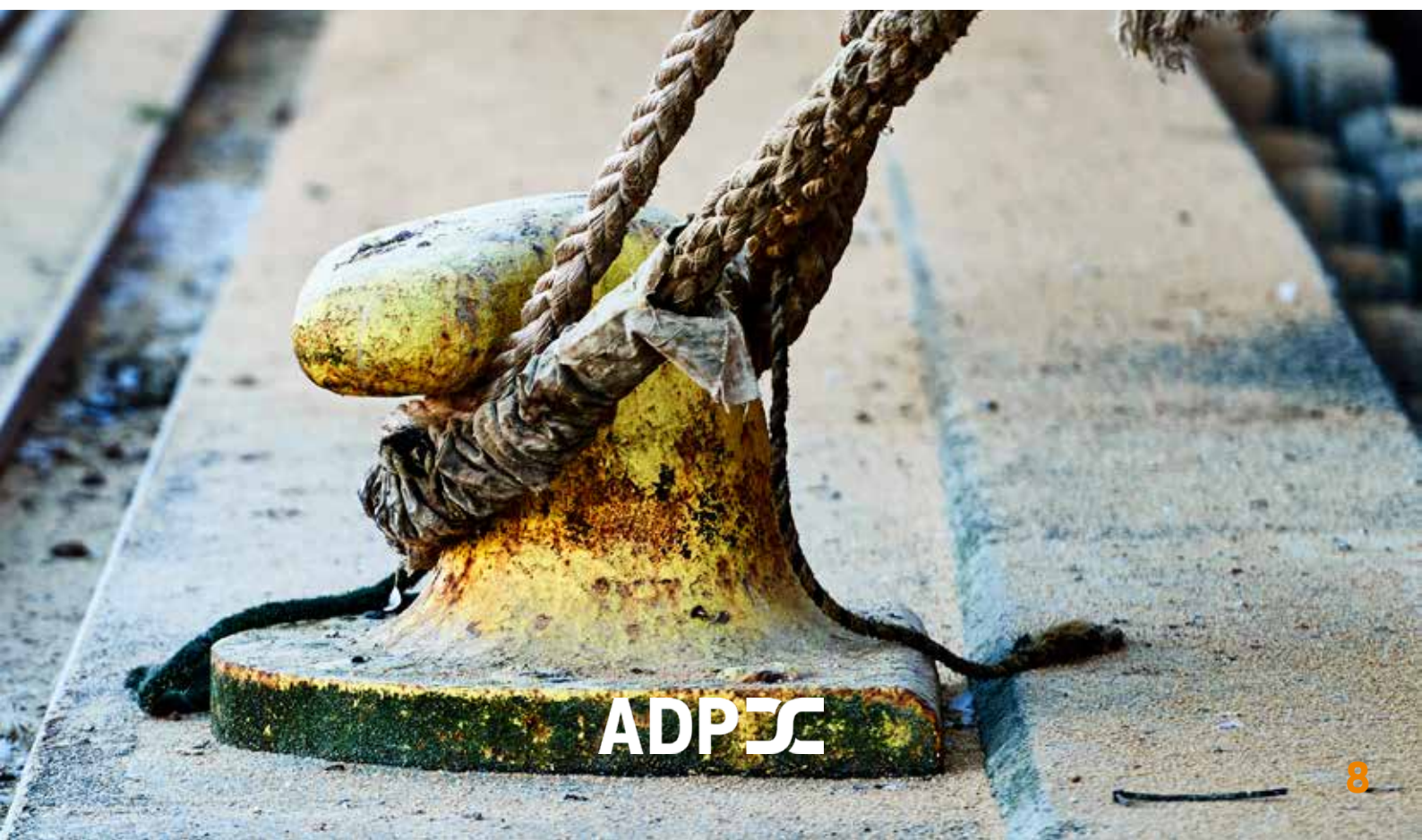
Compensation will not be given to the crane lessee or third party's indirect losses, including loss of profits, operating losses, lost market share value, lost goodwill, etc. for whatever reason.

To the extent that ADP is liable to third parties for damage caused by the crane, hoppers or other crane equipment or as a result of its use during the rental period, the crane lessee is obliged to indemnify ADP for any claim ADP may be required to pay the third party, including interest and costs.

5.8 INSURANCE

The crane lessee is required to take out Business and Product Liability Insurance, which is extended to cover borrowed and rented items.

Further, the crane lessee must establish a special liability insurance (Stevedore Liability Insurance) or extend the Business and Product Liability Insurance to include the liability that the crane lessee can incur for damage to equipment and goods etc.



6. PORT AREA AND WAREHOUSE RENTAL

By prior agreement with ADP, goods for dispatch can be stored in the port areas or in warehouses if the facilities are available.

Warehouses and areas are reserved for port-related goods.

Goods and equipment that are not used for loading or discharging operations must not be stored or placed on ADP's premises unless an agreement has been made with ADP. Goods or equipment stored without permission are subject to temporary area rent and will be removed for the account of owner.

On quays and areas along quays, goods to be loaded or discharged from a vessel may be stored, subject availability, free of charge for a period of 7 calendar days, calculated from first day of loading or discharge.

If the goods are stored for more than 7 calendar days, the area rent is calculated as from the first day of which goods are stored. The area will be measured by ADP and calculation is done each week according to the largest area used for storage and handling during that week.

The lessee is responsible for damage caused to the rented area. This applies to damage in connection with cargo handling, driving with a truck, heavy vehicles etc.

The lessee must leave the rented area in a clean condition according to the contract or in agreement with ADP's Traffic Department. If the lessee does not comply, ADP will clean the area at the lessee's expense.

Prices for renting port areas are included in ADP's general price list.

For prices and availability of warehouses for rent, please contact ADP's Sales Department.

6.1 LIMITATION OF LIABILITY

ADP is not liable for any goods or equipment stored in ADP's warehouses or port areas. Neither does ADP accept any liability for damages that stored goods and equipment may cause to third parties or movable property.

In cases where ADP may incur liability, the liability is limited, cf. section 14. on Limitation of Liability.

The lessee is obliged to ensure that the stored goods do not cause dust, odour or other environmental nuisances. If ADP becomes liable for noise, odour or other environmental nuisances for which the lessee is responsible, the lessee is obliged to indemnify ADP for any claims including interest and costs that ADP may be charged by third parties.

7. RAILWAY WAGONS AT THE PORT OF FREDERICIA

Railway tracks at the Port of Fredericia may only be used by operators approved by ADP.

Railway wagons carrying goods to or from the port are subject to a charge. The charge includes free time up to maximum 24 hours and hereafter, a storage fee will apply.

By the end of each calendar month and no later than the third business day of the following month, the operator must submit the total number of railway wagons to and from the port to ADP.

Due to other cargo operations at the port, ADP may at any time require that railway wagons are removed on operators account before the end of the 24 hours free time.

The charges and free time conditions are included in ADP's general price list.

8. MOBILE CONVEYOR BELTS AT THE PORT OF NYBORG

ADP rents out conveyor belts for loading and discharging operations of bulk goods at the Port of Nyborg. The bulk product must be easily transported on the belts without forming accumulations.

The lessee must pay a fee for connecting and dismantling the conveyor belts.

The lessee is responsible for cleaning the conveyor belts during operation, if necessary. The lessee must clean the conveyor belts and remove any waste on the quay after completion of each operation. Final inspection is carried out by the Port of Nyborg's Traffic Department.

ADP undertakes to supply electricity at quays where the necessary electrical outlets are located. For operations on the other quays, the lessee must provide electricity himself (3X380V, 25 A).

ADP is not liable for any disruptions in the operation of the conveyor belts.

The conveyor belt must not be overloaded at any time. The lessee is liable for any damage that the lessee may inflict on facilities and installations.

Moving the conveyor belts during loading and discharging is paid at the invoice of time spent.

Specifications

Electric/hydraulic conveyor belt with feeding box	
Location	Quay 25
Bandwidth	1.0 m
Length	100 m
Stack height	max. 10.5 m
Capacity (density 1.6)	600 tonnes / hour
Moving to other quays is paid at the expense of time spent	

Prices for rental of mobile conveyor belt are included in ADP's general price list.



9. HIRING OF STAFF, MACHINERY AND OTHER EQUIPMENT

ADP has machines and equipment that can be rented on specific terms. The types of equipment and prices are included in ADP's general price list.

For further information on machine and equipment rental, contact:

The Traffic Department at the Port of Fredericia Tel: + 45 2969 2020

The Traffic Department at the Port of Nyborg Tel: + 45 7921 5082

For hiring of staff and mooring services at the Port of Nyborg, contact:

The Traffic Department at Port of Nyborg Tel: + 45 7921 5082

10. WATER SUPPLY

When supplying water, a connection and disconnection fee equal to a minimum of 1 man hour is applied.

When supplying water outside of normal working hours, but in continuation thereof, the recipient pays per hour or part thereof + overtime fee.

When supplying water outside normal working hours, the recipient pays per hour or part thereof + overtime fee, however a minimum of 2 hours.

In the case of requested assistance outside normal working hours, in addition to overtime payment, a fixed notification fee is charged regardless of the extent of overtime.

The fee is charged by ADP to the vessel owner's agent, who is responsible for the payment.

Prices for water supply are included in ADP's general price list.

11. POWER SUPPLY

Booking and cancellation of power are done through ADP's Traffic Department. The cancellation must be made immediately after disconnection, so that power cables are not left unattended on the quays. ADP only supplies the connection at the quay and is not liable for any additional protection required under the Power Supply Regulations.

ADP does not supply cables from power outlets to the user and is not liable for the users' equipment or otherwise for any operation disruptions or power breakdown.

Power consumption is paid in accordance with current prices.

A fee for connection and disconnection will apply.

In case of required services for power supply outside normal working hours, a fixed notification fee (in addition to overtime pay) is charged regardless of the extent of overtime. Required power supply connection or disconnection assistance from an authorized installer is charged under the expense as well as an administration fee.

The user pays for repairs, materials, fuses etc. by repairing any damage and defects to ADP's equipment caused by the user.

Payments are charged by ADP to the vessel owner's agent or user who is responsible for the payment.

Prices for power supply are included in ADP's general price list.

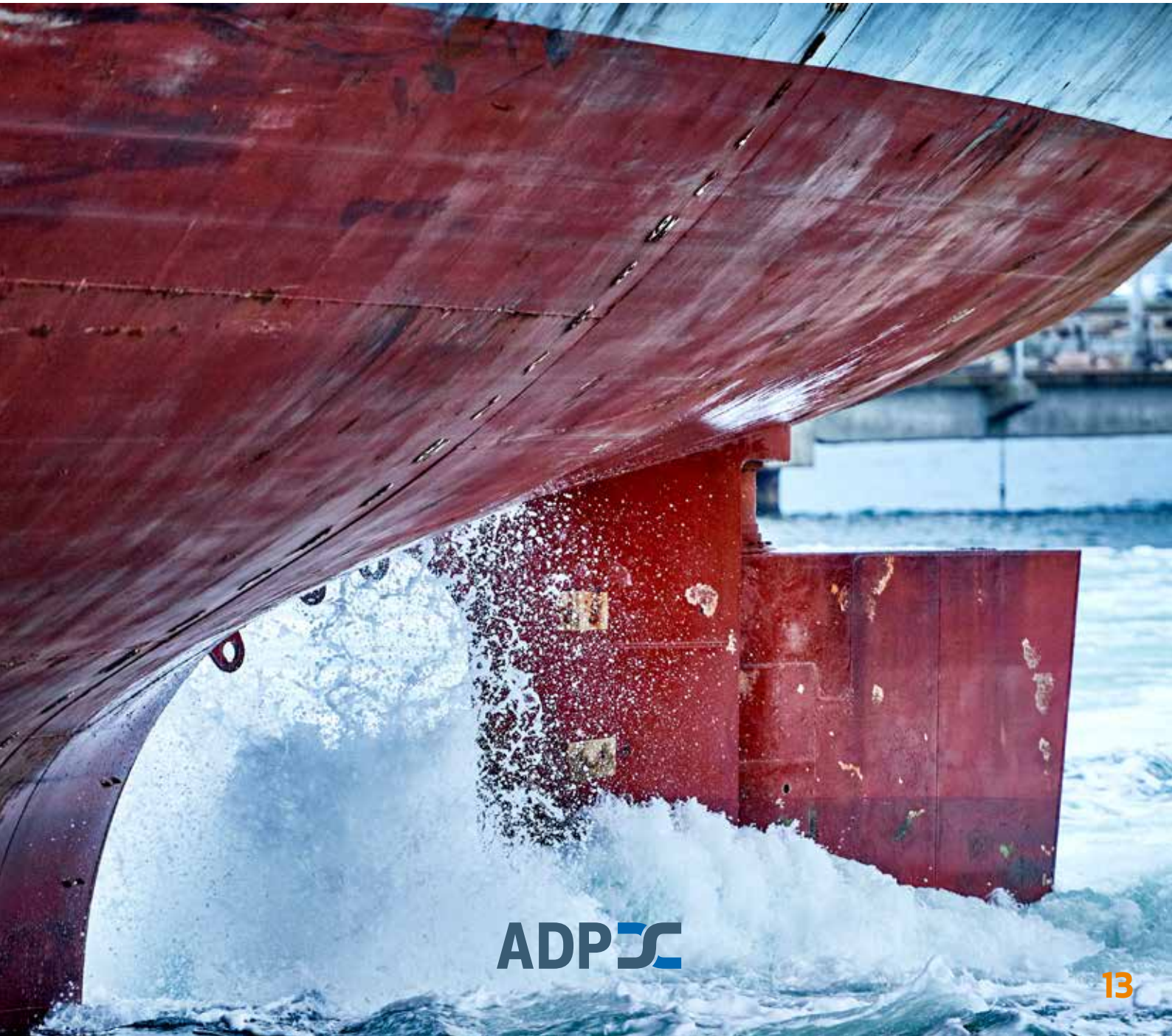
12. WINTER-RELATED MAINTENANCE

ADP salts and clears snow from the roads and port areas concerned according to the following guidelines:

- Entry and exit roads to and from the port
- Areas along quays where work is or is expected to be conducted soon
- Connecting roads to and from quays
- Other public areas to the extent necessary.

Rented areas are salted and cleared only after written agreement with lessees.

Any additional snow clearing or salting, can be ordered at ADP's Traffic Department and will be charged accordingly.



13. RECEIPT OF WASTE MATTER ETC.

According to the Ministry of Environment's order no. 1396 of 25.11.2016, vessels arriving at Danish ports are obliged to deliver all operational waste and all cargo residues to the port's reception system.

Residues and mixtures of oil from the vessel operation

Within the normal working hours of the port, oil sludge, used lubricating oil, oily mixtures from the gutter residues of the engine compartments and similar oil residues, which can be attributed to operating waste is received. The vessel or vessel owner provides flanges and hoses for overboard pumping of slop. The vessel can only deliver slop tax-free once per call.

ADP do not receive waste oil etc. from companies that repair vessels. This must be disposed of to a receiving and treatment facility approved by the authorities for own account and responsibility.

Sewage

Within the normal working hours of the port, sewage, which can be converted into operational waste, is received at Quay 1 at the Port of Fredericia.

The Port of Nyborg receives sewage in agreement with the Traffic Department at the Port of Nyborg.

Ordinary waste

Ordinary waste from vessels can be placed in containers located in the area. Residues of hazardous substances may not be disposed of in the waste containers. Disposal of such debris as well as major waste is coordinated with ADP's Traffic Department.

Cargo residues

Cargo residues, including spills, must be received and disposed of by the consignee or consignor. ADP may carry out this work against payment, if written notification is made 24 hours in advance.

Residues and mixtures of harmful liquid substances in bulk

Companies that ship or receive harmful liquids in bulk and companies that repair chemical tankers are required to receive ballast and tank flushing fluids containing these substances and must, therefore, cause and afford delivery to one of the authorities approved reception and treatment facilities.

Oil mixed ballast and tank flushing water

ADP does not receive oil mixed ballast and tank flushing water and refers to the companies offering shipment or receipt of oil.



13.1 LIMITATION OF LIABILITY

The vessel or the vessel's agent is responsible for the consequences of incorrect, misleading or missing information on the nature, composition and quantity of the waste, as well as for leakage due to defective material or misuse of their own material upon delivery.

If ADP is held responsible to third parties as a result of the above, the vessel or the vessel's agent is obliged to keep ADP indemnified for any claim that ADP may be required to pay including interest and costs.

ADP is not liable for any delay that has occurred as a result of the vessel not having enough pump capacity or being ready at an arranged time.

13.2 PAYMENT

Any vessel that has not paid ship's dues, cf. Section 2 and ADP's general price list, will have to pay for all services provided by the port in connection with ship waste.

Payment will also be charged if one or more of the following terms are met:

- The amount of operational waste to be delivered is greater than the amount that the vessel would produce during normal operation since the last port call
- If delivery is required outside of ADP's normal working hours
- If a waste notification is submitted less than 24 hours before waste is requested to be delivered, or if
- The vessel leaves undeclared/unreported waste on the quay.

Payments are charged to the vessel owner or the vessel's agent.

Prices for receiving vessel waste etc. are included in ADP's general price list.

13.3 NOTIFICATION

Chemical tankers, Oil tankers with a gross tonnage of 150 or more, other vessels with a gross tonnage of 400 or more must send a notification form to ADP's Traffic Department at least 24 hours before delivery or retrieval.

14. LIMITATION OF LIABILITY

If ADP is liable to a customer/lessee, ADP's liability is at any time limited to the following:

Damages are determined according to the value of similar goods or equipment at the time the damage is found. The value of the goods must be determined according to the market price - or, in lack thereof, according to the usual value of similar goods and quality.

However, damages shall not exceed 666.67 SDR per item of the goods or other unit of the goods and other material, or 2 SDR per kilo of gross weight of the goods and other equipment damaged, depending on the highest amount.

In the case of containers or other similar transport units with content, the damages cannot exceed DKK 75,000.00.

No compensation shall be paid for any indirect losses, including operating losses, loss of profits, lost market share and goodwill.

15. OTHER PROVISIONS

15.1 POLLUTION

It is incumbent on any polluter of ADP's property to completely remove the contamination and to cover all expenses thereof.

Pollutants must also bear the costs of investigations, sampling, analyses, administration, supervision etc. that could be attributed to the investigation and clarification of the case, as well as complete inventory and conclusion.

15.2 LIABILITY FOR DAMAGES

In the event of damage to ADP's property, the wrongdoer will be liable for damages in accordance with the general rules of Danish law.

In addition, the wrongdoer will be required to pay for time spent on the administrative treatment of the injuries

15.3 ADDITIONAL PROVISIONS

In addition to the existing Terms and Conditions as well as references therein, the following shall apply to customers at ADP's ports:

- Local regulations for ADP's ports
- Standard regulations for compliance with order at Danish commercial ports.

Local regulations and other regulations can be downloaded from ADP's website www.adp-as.com under Maritime Services.