

Port of Frederikshavn

RATES AND REGULATIONS OF TRADE

Frederikshavn Havn



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1. Particulars and documentation

Submission of particulars

The master or the agent of the vessel shall submit to the Port Authority such particulars on the vessel and cargo, etc. as are necessary for calculation and collection of port, quay and commodity dues as well as the ship's papers, manifests, weight certificates, etc. confirming the particulars submitted.

The master or the agent of the vessel shall further submit to the Port Authority such particulars on the vessel, passengers, cargo - including means of transport, containers, etc. - as are necessary for statistical purpose.

Prior to her departure a vessel or her local agent shall pay the all the incurred dues to the Port Authority. However, against a deposit or other security the Port Authority may permit departure before payment is made.

2. Port and Quay' dues

Rates	
All vessel excl. vessels in scheduled service	
1. Port Dues (per call)	0,51 kr/BT
2. Quay Dues - Cargo Handling (per call)	2,55 kr/BT
3. Quay Dues - Others (per day)	0,11 kr/BT
4. Quay Dues (Minimum per day)	7,65 kr/BT
vessels in scheduled service as recognized by Port Authority	
5. Per Month Port and Quay Dues combined	5,71 kr/BT
6. Single call: Port Dues (per call) Quay Dues - Cargo/Passenger handling(per call)	0,51 kr/BT 1,28 kr/BT

2.1. General conditions

Port Dues.

All vessels and all floating material shall pay port dues for entering the ports area. The port dues shall be incumbent on the vessel.

Port dues shall be calculated on the basis of whole Gross Tonnage (GT).

If the vessel has no Gross Tonnage, such will be calculated based on length x width x draft(mean)

The “per call” dues cover one port-call.

Quay Dues

The quay dues for cargo/passenger handling covers a time period deemed as being normal for the specific type of cargo/passenger handling. If the Port Authorities finds the extend of the port stay exceeds such cargo handling period, the vessel will be charged additional Quay Dues at the per day rate for the duration of the stay.

Quay Dues - Others

Quay dues will be charged starting from the calendar day following the day of arrival, and will be levied for each day until departure of the vessel.

Lay-up of vessels are subject to agreement reached with Port Authorities in advance, concerning period of stay, financial surities etc.

Monthly dues Vessels in scheduled service:

Shall be paid monthly in advance and shall permit an unlimited number of calls within the calendar month concerned.

If the vessel for average is prevented from calling at the Port during the month covered by the dues already paid dues will be refunded proportionally.

For the ferries mentioned above, the following shall apply:

- a) If a shipping line enters in a replacement ship to sail in accordance with the current timetable for a service, any monthly dues for the ordinary ship shall also cover the replacement ship.
- b) If two or more ships in shifts serve specific crossings in a timetable, monthly dues shall be payable for the largest ship, whereas the other ships shall be exempt from payment of shipping dues.

2.2. Exemption from port dues

Exempt from port dues shall be:

- a) Vessels not exceeding 99 GT.
- b) Vessels registered for fishing, when used for this purpose, and catch is landed at the port.
- c) Vessels, where portstay does not exceed 4 hours and no cargo handling is performed.
- d) Vessels in the service of the Port.
- e) Vessels reentering the port after test- and trial-runs after having received service or repair within the port area..
- f) Tugboats stationed at the port.
- g) Training ships and pleasure crafts when these are not commercially employed.

2.2.1. Exemption from quay dues

- a) Vessels registered for fishing, when used for this purpose, and catch is landed at the port.
- b) Vessels in the service of the Port.
- c) Tugboats stationed at the port.
- d) Training ships and pleasure crafts when these are not commercially employed.

3. Commodity dues

Rates	
Nature of Cargo	DKK
1.) Ordinary cargo dues	14,50 per tonne
2.) Grain, Fodder, wood, concrete and metal articles etc.	10,20 per tonne
3.) Sand, stone, ore etc.	4,60 per tonne
5.) Oil, etc.	13,75 per tonne
6.) Goods carried by ferries and container goods	11,22 per tone
7.) Fish and Shellfish	2,40% of value
8.) Passengers	2,00 per person
9.) Cars (registered)	10.00 per unit

Commodity groups (point 1.-5.) are defined according to item tariff numbers of the Customs Tariffs (see following pages)

3.1. General provisions

Calculations of commodity dues shall be based on the rules set out in the present section.

The dues shall be payable on all goods loaded or unloaded or in any other way transferred in the Port or in the fairways leading to it.

The commodity dues shall be incumbent on the consignee or the consigner respectively, and the vessel shall have right of recourse against the consignee or the consigner respectively. As far as the dues on fresh fish etc. are concerned, however, the rules in item 7. shall apply.

- a) The master of the vessel shall notify the Port Authorities in writing of the nature and weight of the commodities (cf. item 7, however). The total weight

of the commodities shall be stated as the gross weight in whole hundreds of kilos, i.e. fractions of hundreds of kilos to be disregarded.

- b) When rates are changed, dues shall be calculated on the basis of the rates in force at the time when loading or unloading respectively commenced.

The cargo dues shall be

1. 14,50 dkk per tonne

By loading or unloading of goods of the below nature the dues may be calculated according to the following rates provided the nature of the goods be stated with reference to the relevant chapters in the Customs Tariffs.

The commodity classifications stated in brackets after the number of the Customs Tariffs are intended as guides only.

The text of the Customs Tariffs decides which commodity group shall be referred to the chapter or principal position numbers.

2. 10,20 dkk per tonne

Customs Tariffs, principal position 07.01	(Potatoes)
Customs Tariffs, position 07.13.10	(Fodder peas)
Customs Tariffs, position 07.14.90	(Tapioca)
Customs Tariffs, chapter 10	(Cereals)
Customs Tariffs, principal position 11.01-04	(Flour and groats of cereals)
Customs Tariffs, chapter 12	(Oil seeds, other seeds, fruits etc.)
except commodities belonging to position 1212.91-92 and principal position 12.14	
Customs Tariffs, chapter 23	(Fish meal, oilseedcakes, vegetable products etc. for animal fodder)
Customs Tariffs, principal position 25.01 and 25.23	(Salt)
Customs Tariffs, chapter 31	(Cement)
Customs Tariffs, principal position 44.01-07 and 44.09	(Fertilizers)
Customs Tariffs, chapter 68	(Wood, unprocessed or semi-processed)
	(Goods of stone, cement, asbestos, etc.)
Customs Tariffs, principal position 69.02	(Clinkers, clay pipes and fire bricks)
Customs Tariffs, principal position 69.04	(Bricks)

Customs Tariffs, principal positions:

72.01-07

72.18

74.01-04

75.01-03

(Metals, base, scrap etc.)

76.01-02

78.01-02

79.01-02

80.01-02

81.04

3. 4,60 dkk per tonne

Customs Tariffs, chapter 5

(Non-edible product of animal origin)

Customs Tariffs, position 12.12.91-92
and principal position 12.14

(Sugar beets etc.)

(Other beets etc)

Customs Tariffs chapter 25

(Earth and stone, lime, plaster and sulphur)

except commodities belonging to
principal position 25.01

(salt) and

principal position 25.23

(cement)

Customs Tariffs chapter 26

(Ores, slag and ashes)

Customs Tariffs, position 28.33, 29.50

(Iron sulphate)

Customs Tariffs, principal position 38.23

(As far as chemical plaster is concerned)

Customs Tariffs, position 70.01.00.10.0

(Broken glass etc.)

5. 13,75 dkk per tonne

Customs Tariffs chapter 27.10

(Oil etc.)

6. Goods carried by ferries and container goods.

Dues payable by **11,22 dkk per tonne** irrespective of the nature of the goods.

7. On fish and shellfish whether prepared or not, unloaded from fishing vessels or smacks, 2,40% of the value shall be payable at first-hand sale, however, maximum 27.000 DKK per landing. (By a landing is understood the total load per call by a vessel).

The commodity dues on fish etc. shall be paid by the purchaser (auctioneer, fishmonger, or buyer-up) who shall notify the Port Authority in writing of the basis of calculation. Subject to approval by the Port Authority the notification may cover a specified period not exceeding one month, however. The purchaser

shall present a specification of these purchases when requested to do so. Likewise, masters of the vessels mentioned shall state in writing the value and weight of the cargo as well as the name of the purchaser when requested to do so by the Port Authority.

It is a duty of the buyer/captain of the vessel to prove to the port that the value of a landing exceeds of 1.125.000 DKK, if he wants to avail himself of the maximum fee of 27.000 DKK.

8. A due of **DKK 2,00 per person** shall be paid for all passengers who are embarked or disembarked within the port area.

9. A due of **DKK 10,00 each** shall be paid for all registered cars of less than 3500 kg total weight, which are loaded or unloaded within the area of the port. Vessels in domestic traffic shall not pay the due if one of the destinations is an island.

Dues are not levied on other registered vehicles.

3.2. Exemption from commodity dues.

The commodities listed below shall be exempt from commodity dues. As far as cargo is concerned the exemption presupposes that in his statement, 1. General Conditions, item a. the master or the agent of the vessel requests that the commodities be loaded or unloaded without payment of commodity dues.

- a) Railway carriages in operation.
- b) Containers, empty packages, trailers, and loading and unloading gear, when not dispatched as articles of commerce.
- c) Provisions and other necessities for the vessel own consumption.
- d) Ice, salt, and chemicals for preservation of cargo or expected catch.
- e) Navigation marks when not dispatched as articles of commerce.
- f) Commodities and materials used by the Port itself.
- g) Commodities - not including fresh fish and shellfish from fishing vessels - transferred direct from one vessel to another.
- h) Goods which are temporarily unloaded but again loaded during the same call at the Port.
- i) Goods re-exported from the port within 14 days from date of discharge, provided that after the unloading the goods are not subject to any processing or treatment, including packaging and repackaging.

3.3. Refund of commodity dues.

Commodity dues shall be refunded in the following events:

- a) Provided that it can be proved that in consequence of an erroneous statement too high commodity dues have been paid, and provided that the Port Authority is notified within 3 months of the day of payment, refund of commodity dues shall take place.

A service charge of DKK 300 shall be paid per service in connection with refunds.

- b) In the event that laid-out commodity dues are not paid by the consignee or the consigner respectively to the vessel or to her agent, refund shall be made when so requested provided that the following conditions have been fulfilled:

At the same time as payment is made to the Port Authority, the vessel or her agent shall claim the commodity dues from the consignee or the consigner respectively. The claim shall state that provided payment is not made within 5 days, the Port Authority will be notified of the claim.

In the event that the commodity dues have not been paid by the consignee or the consigner respectively prior to the respite indicated, notification to that effect enclosing a copy of the letter to the consignee or the consigner respectively shall be submitted directly to the Port Authority.

Amounts below DKK 500 shall not be refunded.

4. Leasing of areas

4.1. General conditions

Short or long-term leasing of areas shall be entered into by separate agreement.

5. Warehouses.

5.1. General regulations

Cargo can be stored in the warehouses, meant for storage of cargo to the extent that space is available. Prior to storage for goods, the agreement of the Port Authorities must be obtained. Space is usually appointed on a first-come, first-serve basis. Upon application, which can be requested in writing, the nature, quantity and expected period of storage of the goods should be informed. Furthermore information pertaining to owner of the goods, and for whose account goods are being stored should be submitted.

IMDGC-classified goods or other goods, which could result in damage to other goods, are not to be stored, without prior approval having been obtained from the Port Authorities.

Stored goods is not insured by the Port Authorities, who furthermore cannot be held responsible for theft, vandalism or similar damage to the stored goods. In this connection it is pointed out that lessee is aware of the fact that other lessee's have independent access to the warehouse. It is the responsibility of the cargo owner to ensure, that the warehouse is suitable for storage of the goods in question. Storing is consequently in all respects at the owners risk and responsibility. The owner of the goods is liable for all damages caused to the warehouse and other goods, through the handling of goods, driving of trucks etc.

The Port Authorities can at any point of time require the goods removed or transferred to another appointed position. All costs connected to the removal or transfer of goods are for the account of the cargo owner. If such instruction is not adhered to, or goods are stored without permission, the Port Authorities are entitled to remove the stored goods for the account and risk of the owners, and if so required to sell off the goods in part or full to cover the costs of the Port Authorities.

If an appointed space has not been taken into use latest by the day following the appointed date, the Port Authorities are free to dispose of the space. An appointed space cannot be leased to other side without special permission obtained from the Port Authorities. Even if permission is granted, it is still the responsibility of the lessee to return the key of the warehouse.

When the agreement is reached, the lessee is given a key to the warehouse, for which he is required to sign. An increase of the size of the agreement will not result in further keys being given to the lessee. The key is to be surrendered along with the notification of cancellation of the lease, as per item 2.2. In the event of loss of key, the lessee will be charged for all costs resulting from the subsequent replacement of locks, required for security reasons.

5.2. Rates, measurement and payment.

The fee is **DKK 25,50 per month per SQM.**

Measuring of the leased area is performed by the Port Authorities. The lease period commences on the day of the arrival of the goods and continues until all the goods have been removed.

Termination or reduction of the lease is approved, when request of such is received, however no earlier than from the day the goods are removed, and with regards to the termination of the lease, when the key of the warehouse is surrendered.

The rent is being collected by the Port Authorities, who can require security for the payment of the rent, or alternatively request pre-payment for an agreed period.

3. Return of lease

The lessee is obliged to return the leased space in same conditions, as when received, and completely cleaned. In lieu of this, the Port Authorities are entitles to have the premises cleaned and repaired for the account of the lessee.

6. Open storage areas.

6.1. General regulations

Cargo can be stored in the open storage areas, meant for storage of cargo to the extent that space is available. Prior to storage for goods, the agreement of the Port Authorities must be obtained, as well as agreement of the use of the area is reached. Space is usually appointed on a first-come, first-serve basis. Upon application, which can be requested in writing, the nature, quantity and expected period of storage of the goods is to be informed. Furthermore information pertaining to owner of the goods, and for whose account goods are being stored should be submitted. IMDGC-classified goods or other goods, which could result in damage to other goods, are not to be stored, without prior approval having been obtained from the Port Authorities.

Goods which are to be loaded into or which have been unloaded from ships may be stored for 7 days free of charge. Time of storage shall be calculated from and including the day when storage was commenced. The goods are stored at the risk of the owners. The Port Authorities can at any point of time require the goods removed or transferred to another appointed position within the Port Area. All costs connected to the removal or transfer of goods are for the account of the cargo owner. If such instruction is not adhered to, or goods are stored without permission, the Port Authorities are entitled to have the stored goods removed for the account and risk of the owners, and if so required to sell off the goods in part or full to cover the costs of the Port Authorities. If an appointed space has not been taken into use latest by the day following the appointed date, the Port Authorities are free to dispose of the space.

6.2. Rates.

The lease rate is:

for unpaved areas for storage is: DKK 0,10 per SQM per day

for paved areas for storage is: DKK 0,13 per SQM per day

For bulkcargo discharged to the quay or other appointed area a charge of **DKK 1,55 per ton will be levied covering a storage period of 30 days**, after which period payment will be according to 6.2 above

For areas assigned for storage of fishing equipment, no fee is charged, when the area is utilized as specified, and the equipment is stored as specified by the port authorities. The equipment, which is to be labeled with the vessels identification number, is to be removed whenever the Port Authorities requires such move.

When a utilized area is reduced, a measurement of the utilized area will be carried out, when a request for such is made. The lease charge will, effective from the date of the request be adjusted in accordance with the size of the area. Reevaluation of area will not be done more often than once a week.

6.3. Measurement and Payment

Measuring of the leased area is performed by the Port Authorities. The lease period commences on the day of the arrival of the goods and continues until all the goods have been removed. The minimum lease period is one week. The lease is being collected by the Port Authorities, who can require security for the payment of the rent, or alternatively request pre-payment for an agreed period.

6.4. Return of lease

The lessee is obliged to return the leased space in same conditions, as when received, and completely cleaned. In lieu of this, the Port Authorities are entitled to have the premises cleaned and repaired for the account of the lessee. The right of use of the area is not transferable without the approval of the Port Authorities.

7. Cranes

Rates		
	Crane w. operator	Note
	DKK	
Positioning	1.300,-	Per positioning
Lift < 20 Tons	1.450,-	Per hour commenced
Lift 20 >50 Tons	3.200,-	Per hour commenced
Lift > 50 Tons	5.100,-	Per hour commenced
With Container-spreader	130,- /lift	minimum 1.400,- /hout
With Grab	5,50 /ton	minimum 1.400,- /hour
Waittime	1.450,-	Per hour commenced
Additional crew		
Additional crew	330,- /hour/person	Per hour commenced
Overtime For both operator and additional manpower		
Overtime add-on 50%	175,- /hour/person	Per hour commenced
Overtime add-on 100%	350,- /hour/person	Per hour commenced

7.1. Specification

The Port Authorities provides one pce. Gottwald HMK 260 Mobile harbourcrane for loading and discharging of vessels calling at the port.

The crane has a lifting capacity of 80 tonnes within a radius of 16 metres, and 28 tonnes up to 40 metres outreach

7.2. Ordering

Ordering the crane is done by requesting a “Crane order form” from the Port Authorities, in which is specified:

Placement in the port area

Commencement of operation

Expected duration

Type of operation

The form is then either faxed on fax no +45 96204711, or e-mailed to info@frederikshavn.dk.

7.3. Management of the crane

The port Authorities manages the crane, and plans operations-schedule for the crane. Loading and discharging operations will be given preferential treatment.

7.4. Operation and responsibility

The crane will be supplied with a operator.

It is the responsibility of the lessee, that the crane and cargo handling equipment is not overloaded, and that the supplied cargo handling gear is being operated according to the instructions. Lessee assumes the responsibility of instructions, and thereby also the full responsibility for the use of the crane.

7.5. Handling equipment

The crane will be delivered with hook and normal cargo handling gear (chains, shackles, slings etc.). Furthermore the crane can be duplied with 20’/40’ automatic container-spreader or bulk-cargo grab.

7.6. Cancellation/change of order.

When order is cancelled or changed after commencement of positioning of the crane, a charge equal to 1 hours lease is to be paid.

7.7. Validity

These terms of operation of harbour crane are in effects on june 1. 2006. Simultaneously the former Craneregulation issued by The Port Authorities in december 2000, is hereby cancelled.

8. Power Supply

Power can be supplied to vessels from the Ports fixed installations. Inquiries regarding the supply of electricity must be submitted to the Port Office

Prices of power supply according to the, at any given time, valid tariff.

The Port Authorities can require surety for payment prior to supply. The customer pays for consumption at the Port Authorities office, under the payment terms specified on the invoice.

The Port of Frederikshavn offers plug-in facilities only at the quays and assume no liability whatsoever for extra protection, if any, that may be required pursuant to the Danish Electricity Supply Regulations (“Stærkstrømsreglementet”) or in case of power failure. The Port of Frederikshavn does not supply power cables from the quayside power points to the user and assumes no liability whatsoever for the user’s material.

The user shall be liable to pay for repair work, materials, fuses, etc. required in connection with the remedy of damage to or defects in the Port’s material causes by the user.

9. Fresh Water Supply

Inquiries regarding the supply of fresh water must be submitted to the Port Office

Water can be delivered to vessels from the established hydrants in the port through the assistance of the Port Authorities. The Port Authorities delivers water through water-gauge alongside, but also supplies hoses and other equipment for connecting to the vessels freshwater-tanks. The vessels crew performs the actual filling of the vessels freshwater-tanks.

Vessels can take delivery of smaller quantities of water, without the assistance of the Port Authorities. The vessel will supply all required equipment including hoses, and perform the complete delivery , including the unrigging and closure of the vents in the hydrant.

It is the vessels responsibility to cordon off and closure of the well cover in the quay. Prior to commencement of the supply, the required quantity is informed to the Port Authorities.

Prices of fresh water supply according to the, at any given time, valid tariff.

The Port Authorities can require surety for payment prior to supply. The customer pays for consumption at the Port Authorities office, under the payment terms specified on the invoice.

10. Liability

Insofar as the Port of Frederikshavn shall be found liable under any of the above conditions or shall otherwise be deemed liable, such liability shall be limited as follows:

The indemnity shall be calculated on the basis of the value of goods of the same kind at the time when the damage was established. The value of the goods shall be determined by their market price, or if this is not possible, according to the value of goods of same nature and quantity.

However, the indemnity shall never exceed 666.67 SDR for each package or other unit of goods, or 2 SDR per kilo gross weight of the damaged goods, depending on which amount is the higher.

Indemnity for containers or other similar units of transport and their content shall never exceed 10,000 SDR.

The Port assumes no liability whatsoever to indemnify operating loss, loss of profit, waiting time for trucks, workers, etc. at the Port, loss of market share or any other indirect loss.

The SDR is the unit of calculation referred to in Art. 505 of the Danish Maritime Act (“Søloven”). The SDR shall be converted into the Danish currency at the rate applicable on the day on which the damage was established.