

# BOUND FOR THE PORT OF GRENAA

Prices and trade terms  
2024



**Port of Grenaa**  
*Support your business*

# PRICES AND TRADE TERMS 2024 FOR THE PORT OF GRENAA AND ITS SUBSIDIARIES

The port's "Prices and Trading Terms" (including clause 7 in "GH's General Terms"), which are available on [www.port-of-grenaa.com](http://www.port-of-grenaa.com), and which take precedence over all other parties' trading terms, standard terms or similar, apply to all activities at, to and from the Grenaa Havn A/S Group and its subsidiaries (hereinafter referred to as GH). In addition, the NSAB 2015 and GH's General Terms apply to all activities at, to and from the Port of Grenaa to the extent that they do not dispense with "Prices and Trading Terms".

For further rules applying to activities at, to and from GH, please refer to the "Standard regulations for observance of good order in Danish ports" which can be obtained from GH or local agents.

All prices are ex-VAT and can be changed without further notice.

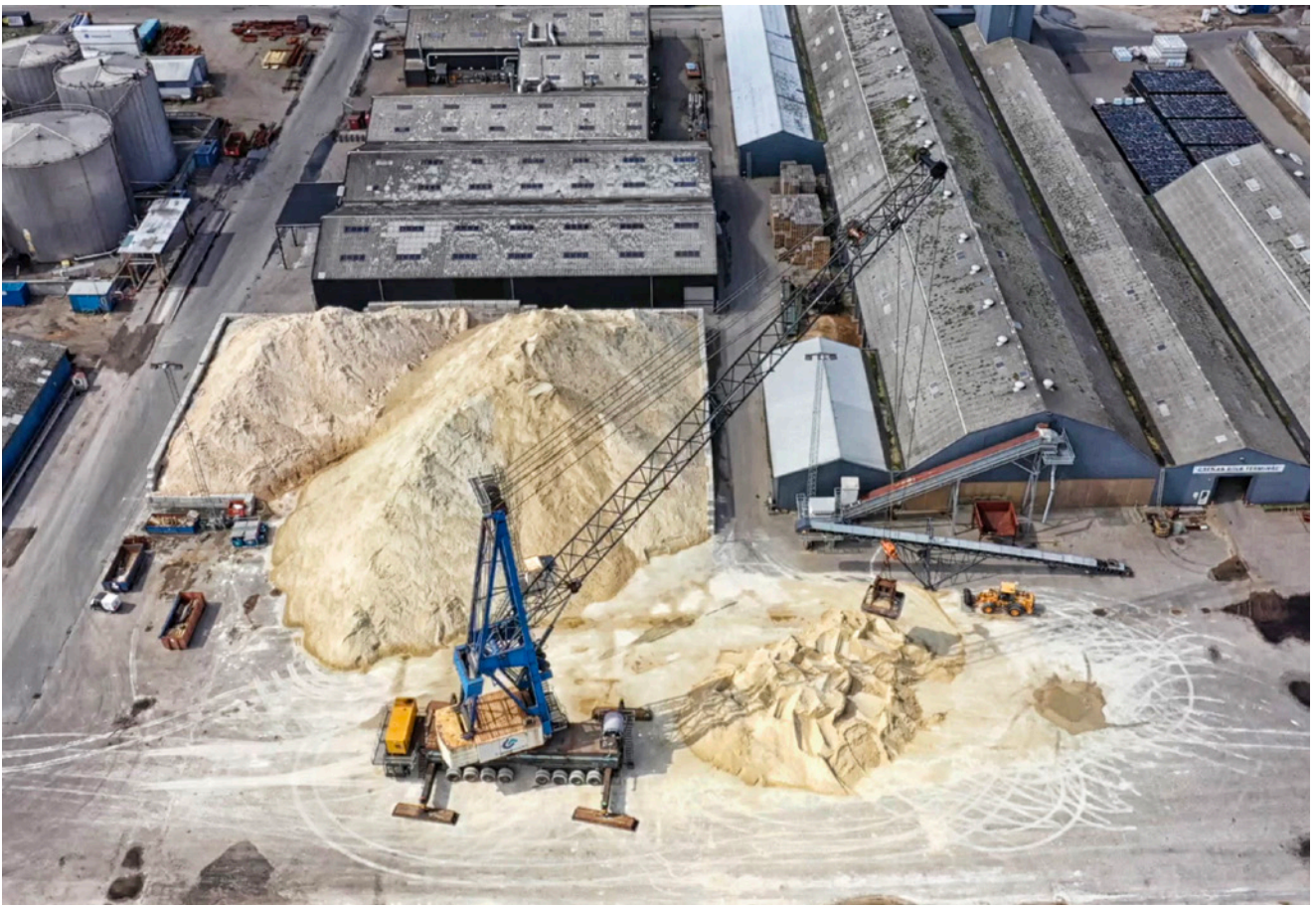
GH cannot be held liable for misprints etc.

Please note that the Danish version of prices and trade terms is the legally binding version in the event of discrepancies between the two versions.



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## 1. GENERAL INFORMATION

### GROUP

Port of Grenaa  
 Havnecentervej 1 · DK-8500 Grenaa  
 Phone (+45) 8758 7600  
 CVR no. 25 13 77 36 (company registration number)  
 info@port-of-grenaa.dk · www.port-of-grenaa.dk  
 Prices and trade terms can be found at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)  
 For requests related to subsidiaries please contact the Port of Grenaa.

### MANAGEMENT

CEO Henrik Carstensen / [hec@port-of-grenaa.com](mailto:hec@port-of-grenaa.com)  
 CFO Kirsten Hvid Schmidt / [khs@port-of-grenaa.com](mailto:khs@port-of-grenaa.com)

### FACILITIES (OWN AND EXTERNAL)

Area:	1,425,000 sqm	Belt conveyer:	by agreement
Quay length:	2,500 m	Reach stackers:	max. 84 tons
Water depth:	up to 11 m	Forklifts:	max. 12 tons
Swinging basin	375 m in diameter	Warehouses:	52,500 sqm
Ferry berths:	3	Electricity:	400 V / up to 63 A / 50 Hz
Ro-Ro berths:	2	Electricity project area:	up to 690 V / 2.800 A / 50-60 Hz
Cranes:	up to 144 tons at 22 m	Roll trailers	
Twin-lift:	up to 250 tons	Terminal tractors	
Cranes:	outreach up to 54 m	Telehandler	
		Ship unloading hoppers	

### NORMAL WORKING HOURS

Monday to Thursday	07.00 – 15.30
Friday	07.00 – 14.30
Breaks	09.00 – 09.30 and 12.00 – 12.30

### ORDERING OF SERVICES

Cranes, machinery, labour, water, refuse, electricity, etc.  
 Send the order by e-mail to [info@port-of-grenaa.com](mailto:info@port-of-grenaa.com). The order should be sent by 12 noon the day before. For work in progress, extension of the task must be notified no later than 13 noon. As a minimum, the order must include information about the nature of the work, starting time, expected conclusion (if several days, please, state expected time span per day), invoice information (company name and department, if applicable).

### HOLIDAYS

New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, Common Prayer Day, Ascension Day, Whit Sunday, Whit Monday, Constitution Day after 12 noon (Operations), 1 May after 12 noon (Operations), 24 December, Christmas Day, Boxing Day and 31 December.

### PAYMENT

Bank:	Jyske Bank - Randers Erhverv - Dyttnærsken 9 - 8900 Randers C
Branch no.:	7414
Account no.:	1015151
IBAN:	DK5274140001015151
Swift code:	JYBADKKK
Terms of payment:	Net cash

### INTERNATIONAL STANDARDS

GH is certified according to the rules drawn up by the UN International Maritime Organization (IMO).

### THERE ARE THREE SECURITY AREAS:

The ferry terminal/traffic terminal/tanker pier  
 The port is fenced and has video surveillance around the clock. Everyone working or visiting shall carry visible ID from GH. Please see further information at [www.port-of-grenaa.com](http://www.port-of-grenaa.com). Entrance to the ISPS secured zone of the port is only permitted with a valid ID card from GH or by contacting Administration (Havnecentervej 1).

## 2. TARIFFS

The rates and prices listed in this folder apply to activities at, to and from GH and are valid unless otherwise agreed in writing with GH.

It is the responsibility of the users of the port, i.e. the ship's master or agent, to supply all necessary information for calculating and collecting tariffs and, upon request by the port to supply ship documents, bill of lading, weight certificates etc.

Before a ship leaves the port, whether it has unloaded, loaded or simply docked at the port, all tariffs shall be settled or in some way guaranteed to GH.

### 2.1. SHIPPING FEES

All ships, vessels and floating structures calling at GH to turnover cargo shall pay a tariff (vessel dues) for docking within the breakwaters.

The shipping fees shall be paid by the owner or operator of the ship.

INDUSTRIAL PORT			
Vessel dues per call	DKK	4.30*	per GT unit
Minimum fee	DKK	1,100.00	per call
Monthly fees paid in advance with unlimited calls per month	DKK	25.50	per GT unit
Crew boats	DKK	2,200.00	per week

\*The ISPS fee is included in the vessel dues.

Fees shall cover the ship's stay for 7 days calculated from the date of arrival. For calls lasting more than 7 calendar days, ship's fees shall be paid for every period of 7 days are part thereof.

Ships docking at the port with the purpose of victualling, bunkering, replacement of crew or for reasons of comfort will be invoiced according to agreement with GH.

#### STACKING OF RIGS, SHIPS, BARGES ETC.

Please contact GH for specific prices and dialogue about stacking possibilities.

You have access to several land-based power solutions at the port's facilities.

Please contact GH for further information about the possibilities of power connection.



**ANHOLT MARINA PRIVATE PLEASURE CRAFT ETC. (PRICES ARE INCLUSIVE OF VAT)**

Low season boats 0-11 m	DKK	165.00	per day
Low season boats > 11-13 m	DKK	215.00	per day
Low season boats > 13-15 m	DKK	265.00	per day
Low season boats > 15-18 m	DKK	365.00	per day
Low season boats > 18-24 m	DKK	565.00	per day
Low season boats > 24 m	DKK	765.00	per day
Low season catamaran surcharge	DKK	165.00	per day
High season week 27-33 boats 0-11 m	DKK	225.00	per day
High season week 27-33 boats > 11-13 m	DKK	280.00	per day
High season week 27-33 boats > 13-15 m	DKK	335.00	per day
High season week 27-33 boats > 15-18 m	DKK	550.00	per day
High season week 27-33 boats > 18-24 m	DKK	995.00	per day
High season week 27-33 boats >24 m	DKK	1,195.00	per day
High season catamaran surcharge	DKK	210.00	per day
Fee for manual collection	DKK	100.00	per time

For docking of yachts in Grenaa, we refer to Grenaa Marina (+45 8632 7255).

**GRENAA FISHING HARBOUR AND ANHOLT MARINA PERMANENT BERTH (THESE PRICES ARE EX-VAT)**

Vessel dues are payable for a minimum of twelve months.

The charge is effective during the periods up to April 30th.

Open dinghy without superstructure	DKK	3,150.00	per year
Vessel < 10 m	DKK	6,300.00	per year
Vessel ≥ 10 m and < 20 m	DKK	8,400.00	per year
Charges for vessels ≥ 20 m shall be agreed with GH.			
Fees are minimum	DKK	8,150.00	yearly
Open dinghy at strawberry/ball fender 0-3 weeks	DKK	2,650,00	total
Open dinghy at strawberry/ball fender 3-12 weeks	DKK	5,250,00	total

For further information see also section 6. Additional conditions.

Concerning Anholt Marina: By permanent berth is understood persons with a boat (having ownership of the boat) with address and boat being registered at Anholt.

You do not have a regular berth at the marina.

During the weeks 27 to 31, the category "open dinghies" must be moved to a strawberry/ball fenders in the outer harbour.

Vessels wishing to sail during the summer season from week 27 to 31 are referred to strawberry/ball fenders in the outer harbour.

**2.2. WHARFAGE**

Wharfage should be paid to GH in respect of all goods which are unloaded, loaded or in any other way launched or landed through the port or the dredged fairways and basins.

Wharfage is payable by the consignee or the consignor of such goods.

Current wharfage prices are listed in the valid prices and trade terms.

In case of changes to wharfage prices, the wharfage payable is to be calculated based on the prices applicable at the time of commencement of the unloading or loading operation.

A large industrial port scene. On the left, a tall red crane structure is visible. In the center, a blue ship is docked with several yellow cranes positioned above it. A large pile of white material, possibly sand or salt, is in the foreground, with a bucket pouring more of it from the right. The sky is blue with light clouds. The text "A solid partner you can count on" is overlaid in the center.

**A solid partner**  
you can count on

## 2.2.1.

Wharfage is charged per whole unit calculated based on the tariff manual (customs tariff).

Cargo in containers	DKK	190.00	per container
Lorries/trailers	DKK	190.00	per unit
Articulated trailers with truck/trailers	DKK	190.00	per unit

## 2.2.2. SECTION PRODUCT CATEGORY PRICE

5	Miscellaneous products of animal origin.	DKK 5.25 per ton
25	Types of soil and stone (pure products). Gypsum and lime.	
38.25	Slop oil max 10% oil.	

## 2.2.3. SECTION PRODUCT CATEGORY PRICE

10	Grain.	DKK 9.50 per ton
12	Oil seeds and fruits.	
25.01 & 25.23	Salt and cement.	
31	Fertilizers.	
44.01 - 44.03	Wood and articles thereof.	
68	Goods made from stone, gypsum, cement and similar materials.	
72.01-72.17 & 72.19-72.29	Raw iron, alloyed and non-alloyed. Scrap metal and scrap iron. Steel products.	
	Residues for the biogas industry including processed bentonite. Waste products for incineration, including RDF.	

## 2.2.4. SECTION PRODUCT CATEGORY PRICE

29	Organic chemicals.	DKK 12.25 per ton
73	Iron and steel products such as poles, rolled products, profiles, pipes and sheets.	
72.18	Semi-manufactured stainless steel products.	
44.04	Frame moulding, profiled, planed or sanded wood.	
44.10	Processed wood such as chipboard etc.	
	Mineral fuels, mineral oils, etc.	

## 2.2.5. SECTION PRODUCT CATEGORY PRICE

27.10	Oil, petrol, Gas oil, methanol, hydrogen, biodiesel	DKK 14.75 per ton
23	Residues and waste from food industries, prepared animal feed, including beet molasses etc.	
	Project or wind turbine components in general.	
	Residues from incineration and biogas, including fly ashes.	



2.2.6. SECTION	PRODUCT CATEGORY	PRICE
	All other products	DKK 15.25 per ton

### 2.3. LANDING FISH AT GRENAA AND ANHOLT

For fish and shellfish caught for human consumption unloaded from fishing vessels, in unprocessed condition, a charge of 2.50% of the value of the first-hand sale of such fish and shellfish shall be paid, subject to a maximum of DKK 30,000 per landing. (Landing meaning the total load per call from the individual vessel). See also section 6.2. Exemptions.

Fish caught for industrial processing unloaded from fishing vessels, a charge of 2.50% of the value of the first-hand sale of such fish shall be paid.

It is up to the buyer/master of the individual vessel to provide the port with documentation that the value of the landing has exceeded DKK 1,450,000.00 if the provision concerning a maximum charge of DKK 30,000.00 per landing is to be applied.

For further information see also section 6. Additional conditions.



### 3. RENTING OF QUAYS, AREAS, WAREHOUSES AND OFFICE FACILITIES

#### 3.1. RENTING OF QUAY

A storage fee per square metre is charged when related to cargo stored at the port. The storage fee is charged for each full week or part thereof for each full month or part of a month, as stated in the valid prices and trade terms.

Temporary renting of quay for cargo after 7 days	DKK	5.25	per sqm per week
Or	DKK	21.00	per sqm per month

Cargo cannot be stored without agreement with GH, and the storage fee will be collected from the owner unless otherwise agreed.

The storage charge for cargo is subject to the specifications of the environmental regulatory agencies such as environment and fire.

#### 3.2. LONG-TERM RENTING OF AREA

The rent on a contractual lease of unpaved areas shall be agreed with GH.

##### RENTING OF AREA

Area rent	DKK	10.25	per sqm per month
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Long-term leasing of land areas is subject to the specifications of the environmental regulatory agencies such as environment and fire.

#### 3.3. RENTING OF WAREHOUSES

Cargo to be loaded or which has been unloaded from ships may be stored in the warehouses at the port by agreement with GH.

##### WAREHOUSE RENT

Warehouse rent	DKK	35.00	per sqm per month
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The conditions of a contractual lease for warehousing shall be agreed with GH. Prices for the rent of warehouses in the South port are to be agreed separately with GH.

Consumption taxes are settled once a year; in the case of shorter leases upon expiry of the lease period.

Temporary renting of warehouses is subject to the specifications of the environmental regulatory agencies such as environment and fire.

#### 3.4. RENTING OF TANKS AND TANK INSTALLATIONS

At the Port of Grenaa, we arrange lease of environmentally approved tanks for the storage of liquid bulk materials like mineral oil products, chemicals and bio products.

For prices and information about conditions, please contact the companies Bioman (+45) 6815 2255 or OJT Tankstore ApS (+45) 3080 7083.

### 3.5. OFFICE FACILITIES

GH lets office and production premises to a wide range of small and large-scale companies.

The Port Centre is the headquarters of the port's management, operations, and administration. For companies and partners at the port it is possible to rent modern office and meeting facilities. The facilities in the Port Centre are also for rent for new start-up companies.

For further information about your company's options as well as prices and rent, please contact GH.

### 3.6. LIABILITY

GH assumes no liability for the loss of, damage to or destruction of cargo (including packaging, full and empty containers, etc.) stored or in any other way placed at the port areas and/or in tanks.

GH assumes no liability for any losses and/or damage which the stored cargo etc. may cause to third parties.

Lessees are therefore encouraged to take out insurance against such risks.

Reference is also made to the section Liability and Limitation of liability.

For further information see also section 6. Additional conditions.



#### 4. RENTAL OF CRANES ETC.

##### LIEBHERR 550

Loading/unloading of ships using grab	DKK	2,750.00	per hour
Heavy cargo < 50 tons	DKK	2,750.00	per hour
Heavy cargo > 50 < 75 tons	DKK	5,500.00	per hour
Heavy cargo > 75 < 100 tons	DKK	7,150.00	per hour
Heavy cargo > 100 tons	DKK	10,450.00	per hour
Crane signaller	DKK	405.00	per hour

The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

##### GOTTWALD HMK 7608 B

Loading/unloading of ships using grab	DKK	2,750.00	per hour
Heavy cargo < 50 tons	DKK	2,750.00	per hour
Heavy cargo > 50 < 75 tons	DKK	5,500.00	per hour
Heavy cargo > 75 < 100 tons	DKK	7,150.00	per hour
Heavy cargo > 100 tons	DKK	10,450.00	per hour
Crane signaller	DKK	405.00	per hour

The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

##### GOTTWALD HMK 360 E

Loading/unloading of ships using grab	DKK	2,750.00	per hour
Heavy cargo < 50 tons	DKK	2,750.00	per hour
Heavy cargo > 50 < 75 tons	DKK	5,500.00	per hour
Heavy cargo > 75 < 100 tons	DKK	7,150.00	per hour
Heavy cargo > 100 tons	DKK	10,450.00	per hour
Crane signaller	DKK	405.00	per hour

The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

##### SENNEBOGEN 875 E LOADER

Loading/unloading of ships using grab	DKK	2,150.00	per hour
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The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

##### REACH STACKER

Rent including operator up to 45 tons	DKK	1,525.00	per hour
Rent including operator ≥ 45-85 tons	DKK	2,050.00	per hour

The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

TWIN-LIFT with reach stackers or mobile cranes is agreed individually.

**TELEHANDLER**

Rent including operator*	DKK	765,00	per hour
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The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

\*with crew basket og pallet forks

**MINI-LOADER**

Rent including operator	DKK	935.00	per hour
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The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

**FORKLIFT**

Rent including operator up to 4.5 tons	DKK	595.00	per hour
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Rent including operator > 4,5-12 tons	DKK	1,020.00	per hour
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The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

**WHEEL LOADER**

Rent including operator	DKK	1,025.00	per hour
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The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

**SWEEPING**

Machine sweeping, including operator	DKK	785.00	per hour
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The hourly price for energy supplements will be stated at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

**HOPPER**

Mobilization/demobilization	DKK	735.00	per session
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Rent hopper including operator	DKK	605.00	per hour
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All machinery and crew are hired out for a minimum of 1 hour. On call, invoice minimum of 3 hours.

Operator is included in the prices.

Crane signaller is paid separately on an hourly basis.

Payment is calculated from the moment the crane leaves GH's permanent place and until it is returned to this place. Minimum 1 hour.

Please contact GH if you need other materials or equipment.

For further information see also section 6. Additional conditions.

## 5. OTHER SERVICES

### 5.1. ORDERING AND CANCELLATION OF ELECTRICITY

Regardless of purpose, the supply of electricity shall be ordered from and cancelled with GH. Cancellation shall take place immediately after use to ensure that no live cables are left unattended on the quays.

Ships are required, when reporting electricity to GH, to state berth number and if possible cabinet number. The fishing port is exempt from the above

### 5.2. PRICES AND PAYMENT

#### ELECTRICITY CHARGE WHEN BUYING ELECTRICITY WITH CHIP CARDS

Consumption charge including government tax, according to market prices

Electricity stands operated by chip cards are installed at Anholt marina and in the fishing port in Grenaa. Chip cards can be purchased from the vending machine.

Agreements on power and supplies will be made separately with GH. There may be settled without VAT and partial electricity tax. Electricity prices according to market prices.

For further information see also section 6. Additional conditions.

### 5.3. FRESH WATER

Consumption	DKK	54.00*	per cbm
Connection and disconnection including hose	DKK	405.00	per session

\*Tax will appear on the invoice

### 5.4. SEWAGE

Connection	DKK	405.00	per-use cost
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Based on the handling of freight in and out of the quay.

Consumption is settled acc. to the prices and terms of AquaDjurs A/S.

Sewage connection is possible on quay 56 to 59.

End-users are responsible for direct contact with AquaDjurs A/S conc. agreement on amount and delivery. For further information please contact GH.

### 5.5. WASTE

#### USE OF RECEPTION SCHEME

Oil residues and compounds, engine room slop etc.	cf. Section 5.6.		
Sewer waste water	as per account rendered		
Operational waste	DKK	1,315.00	per cbm
Personnel: Overtime supplement	DKK	405.00	per hour

Charges for other operational waste and cargo waste, chemicals etc. are based on actual costs depending on options for disposal.

For further information please find the waste management plan at [port-of-grenaa.com](http://port-of-grenaa.com).

GH has developed a specially designed container system to help ships handle and sort waste with greatest consideration for the environment. The container system is aligned with the official pictogram system developed by Dansk Affaldsforening, KL and Miljøstyrelsen. For further information about waste management visit the ports website.



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for a green world

### 5.6. RECEIPT OF SHIP-GENERATED WASTE ETC.

Pursuant to Ministerial Order No. 1396 of 25 November 2016 issued by the Danish Ministry of the Environment, GH has established a reception scheme for reasonable volumes of operational waste and cargo residues from ships. 'Reasonable volumes' is defined as the volumes the ship would, as per the delivery report, normally generate on the route from the last port of call, max. 1 cubic metre.

### 5.7. ENGINE ROOM SLOP AND OTHER OIL WASTE

This service is available by calling phone number: (+45) 69 13 34 34 | info@flux-water.com

### DESLOPPINGS, SLUDGE AND WASTE HANDLING

Trade terms are available at nowaste.dk/ (+45) 59 57 85 60 (Open 24/7 – 365) | info@nowaste.dk

### 5.8. SEWER AND BATH WASTE WATER

GH receives no sewer and bath waste water, but may, by separate agreement arrange prompt removal from the local sewer service.

For further information see also section 6. Additional conditions.

### 5.9. LINE HANDLING

Line handling is carried out by Grenaa Boatman Service.

For details of rates please call (+45) 86 320 244.

### 5.10. HOURLY RATES

During the waiting time, only the waiting time for the crew is invoiced, not the machine's hourly rate.

#### PERSONNEL ARE HIRED OUT FOR A MINIMUM OF 1 HOUR.

Operations and service personnel	DKK	405.00	per hour
Waiting time	DKK	405.00	per hour
Overtime supplement	DKK	405.00	per hour
Overtime supplement night (23.00-06.00)	DKK	580.00	per hour
Coordinator	DKK	615.00	per hour
Waiting time	DKK	405.00	per hour
Overtime supplement	DKK	405.00	per hour

### 5.11. ORDERING OF SERVICES

Cranes, machinery, labour, water, refuse, electricity etc.

Send the order by e-mail to info@port-of-grenaa.com

The order should be sent by 12 noon the day before.

As a minimum, the order must include information about the nature of the work, starting time, expected conclusion (if several days, please, state expected time span per day), invoice information (company name and department, if applicable).

### 5.12. ADMINISTRATION

#### IN CASE OF OVERDUE PAYMENT OF BILLS, INTEREST WILL BE CHARGED AT A RATE OF 1% PER MONTH OR PART THEREOF.

Second reminder fee:	DKK	60.00	2nd reminder
+ interest 1%			
Third reminder fee:	DKK	60.00	3rd reminder
+ interest 1%			
Paper Invoicing	DKK	70.00	per invoice
EAN billing for private companies	DKK	20.00	per invoice
Re-invoicing	+10% of invoice amount		
For payments from abroad	DKK	70.00	per invoice



5.13. ISPS

**PER CARD MINIMUM CHARGE IS 1 YEAR IN ADVANCE.**

ID card creation	DKK	220.00	per card
ID card annual charge (full calendar year)	DKK	330.00	per card
Guest cards not returned after end of use	DKK	220.00	per card
Fee for crediting ID card	DKK	220.00	per credit note

**ID CARD RULES**

GH refers to the current description of security at the port at [www.port-of-greanaa.com](http://www.port-of-greanaa.com)



## 6. ADDITIONAL CONDITIONS

### VESSEL DUES

#### 6.1. BASIS OF CALCULATION

Vessel dues are calculated based on ship gross tonnage either per call or per month. Minimum **DKK 1,000.00 per call** will be charged.

Ship gross tonnage calculated based upon the International Convention of Tonnage Measurement of Ships of 1969, which came into force on 18 July 1994.

A ship, vessel or floating structure is regarded as being docked at the port from the date of arrival.

Fees shall cover the ship's stay for 7 days calculated from the date of arrival. For calls lasting more than 7 calendar days, ship's fees shall be paid for every period of 7 days are part thereof.

Monthly fees cannot be refunded even if, owing to damage or any other reason, a vessel is unable to call at the port for part of the month or for the entire month covered by such monthly fees. The monthly fees cannot be agreed retrospectively. Requests for monthly fees shall be given before the calendar month in question starts and shall be paid in advance.

#### 6.2. EXEMPTIONS

- a) Ships registered for fishing, except in cases where the ship docks at the port and unloads fish etc. which have been loaded at another port or at sea of which ad valorem tax is paid (See under Wharfage). Minimum fees corresponding to the vessel dues in general for the ship in question shall be paid.

Vessels calling at the fishing harbour will be charged vessel dues in accordance with the valid prices and trade terms. This applies to vessels less than 10 metres long, between 10 and 20 metres long and more than 20 metres long. Vessel dues will be charged for a minimum of six months. If it can be documented within the calendar year that vessel dues amounting to 2.5% of the landing value exceed total vessel dues paid, GH will subsequently credit the difference.

- b) Ships calling at the port solely to seek medical help, to unload sick or shipwrecked personnel or corpses.

Regardless of whether a ship is exempt from paying vessel dues, fees for the removal of waste and other utility tariffs (listed under separate headings) are payable.

### WHARFAGE

#### 6.3. BASIS OF CALCULATION

Unless otherwise stated below, wharfage is calculated based upon the classification of the goods in question pursuant to the tariff guide issued by the Danish Tax and Customs Administration. If the goods are not listed in the guide, the wharfage can be obtained from GH.

- For goods transferred from one ship to another without coming ashore, also referred to as STS, you will only have to pay the taxes imposed on goods.

For goods stored at the port area and subsequently re-loaded onto a ship – after they have been unloaded – you pay 50 % of the taxes imposed on the goods, provided that the goods have not been processed, including packaging, in the meantime. This applies for a limited period of six months from the start of the unloading. In addition, it is the shipper / recipient's responsibility to inform GH that the item is expected to be reloaded.

In relation to fish and shellfish caught for human consumption and unloaded from fishing vessels in unprocessed condition as well as fish caught for industrial processing, the wharfage paid per landing shall reflect the value of the first-hand sale of such fish and shellfish. Please refer to section 2.3.

A landing is defined as the total load per call from individual vessels.

Wharfage in connection with fish etc. is paid by the buyer (the auctioneer, the fishmonger, the fish dealer or buyer) who is to submit a solemn declaration to the port concerning the basis of calculation. A declaration can be valid for a specific period, although not more than a month. Upon request from GH, the buyer shall submit a specification of his purchases, such specification also being certified by an accountant, and at the request of the port, masters of such vessels listed above shall also provide information on the weight and value of the cargo and the name of the buyer.

The buyer/master of the vessel in question is to provide the port with documentation on the value of a given landing if requested for the provision concerning maximum wharfage per landing to be applied.

#### 6.4. EXEMPTIONS

The following goods are exempt from wharfage:

- Empty containers, empty returnable packaging and means of loading and unloading when not shipped as commodities.
- Provisions and other stores for the sole use of the vessel.
- Goods unloaded temporarily, but which are reloaded during the same call at the port.

#### 6.5. FERRIES AND SHIPPING LINE TRAFFIC

Vessel dues and wharfage for ferries are collected as a combination tariff to be agreed between the ferry operator and GH in each instance.

### WAREHOUSES

#### 6.6. RENTING OF WAREHOUSES

In connection with renting agreements the lessee shall:

- ensure that fire-fighting equipment is available in production and storage areas in accordance with the SKAFOR approved 'Requirements for Fire-Fighting Equipment'.
- put up signs informing "Smoking and use of open flame prohibited" in buildings and/or areas within the Emergency Management Agency's technical regulations for wood-working and storing of wood and technical regulations for flammable liquids.
- ensure that outdoor combustible stores (e.g. pallets) are placed a minimum of 3 metres away from buildings with eaves.
- the lessee shall provide the lessor with documentation of compliance with the environmental regulatory agencies' requirements of sampling and analysis at the time of placing.
- the lessee shall provide the lessor with additional documentation, if the environmental regulatory agencies or other authorities require this in connection with the lessee's use of the warehouse.

Temporary renting of warehouses is subject to the specifications of the environmental regulatory agencies such as environment and fire.

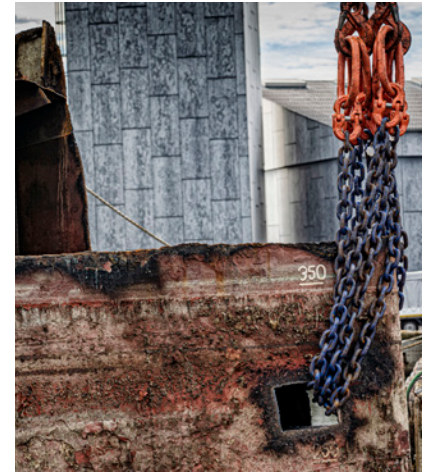
### MATERIEL

#### 6.7. HIRING-OUT OF CRANES AND LOADERS

The following machinery may be hired from GH:

PRODUCT	CAPACITY	OUTREACH	TYPE
LIEBHERR 550 HYBRID	144 / 46 tons	22 / 54 m	Mobile crane
GOTTWALD HMK 7608 B	140 / 50 tons	20 / 51 m	Mobile crane
GOTTWALD HMK 360 E	120 / 32 tons	23 / 48 m	Mobile crane
SENNEBOGEN 875 E	Up to 15 tons incl. grab		Loader

GH only provide machinery and operator (and crane signaller if required) subject to agreement. If the hirer chooses to use his own crane signaller, special rules apply, cf. below.



### 6.8. USE OF CRANES WITH HIRER'S CRANE SIGNALLER

If the hirer uses his own crane signaller, the following applies:

The hirer or the hirer's representative shall make the necessary trained workers available to direct the work of the crane by advising the crane operator on the movements to be made by the crane. The crane operator is thus subject to the hirer's instructions, and the work is generally carried out at the hirer's own risk.

Cranes shall only be used for vertical lifting and shall not be used to free straps and chains if the cargo is sitting on top of these.

Cranes shall not be used to lift items, the weight of which exceeds their maximum lifting capacity. The hirer shall be responsible for ensuring this.

If it is necessary to move a crane, the hirer or the hirer's representative shall ensure that the path is clear and that the crane's power cable is not damaged during the operation.

The hirer shall take out liability insurance and insurance against all risks associated with the hirer's direction/use of and lifting with the crane.

### 6.9. CRANE ACCESSORIES

When a crane is hired, no additional charge is made for the grab and the hook.

GH is not involved in the hooking of the cargo and does not supply the required straps and yokes unless specifically agreed.

### 6.10. CLEANING OF HOPPER, GRAB AND CONVEYOR BELT

The hirer shall clean the hopper, grab and conveyor belt although GH may undertake to clean the machinery subject to separate agreement and against payment.

The machinery shall be cleaned immediately after each session of use. No cargo residues or packaging, etc. shall be left at port areas.

### 6.11. RIGHT OF PRIORITY

In hiring out cranes, priority is given to the loading and unloading of ships. Ships are usually loaded and unloaded in the order in which they arrive.

If a ship is waiting to use a crane, GH is entitled to demand that the hirer of a crane speeds up the work as much as possible, and that the working hours are extended by at least 3 hours of overtime per day, at the hirer's account.

GH always decides to whom, for what purpose and in which order cranes are hired out.

### 6.12. LIABILITY FOR WORK WITH CRANE ETC.

The liability of GH for any injury or damage that may occur in the course of crane operation or during transport to the site shall be limited to such injury or damage as may be attributed to errors made by or negligence on the part of persons employed by GH and only to the extent that the GH is found to be liable for such injury or damage pursuant to the ordinary rules of Danish law.

The crane hirer shall be liable for any injury or damage, regardless of whom or what may be injured or damaged, resulting from the use of chains, straps, tongs, etc. in connection with the hooking of the cargo. The hirer shall also be responsible for ensuring compliance with the requirements made by the Ministry of Work concerning the regular examination, inspection and labelling of straps, chains, etc.

The crane hirer shall also be liable for any injury or damage, regardless of whom or what may be injured or damaged, resulting from the use of the crane when the hirer uses his own crane signaller.

GH assumes no responsibility for uninterrupted operation of cranes.  
Reference is also made to the section Liability and Limitation of liability.

### 6.13. LIABILITY

GH provides connections to electricity at the quay and at the container terminal only and assumes no liability for any additional protection required pursuant to the heavy current regulation or for any power outages.

GH assumes no liability for the user's equipment. The user shall pay for repairs, ancillary materials, etc. in connection with the repair of any damage and the remedy of any defects of the port's equipment caused by the user.

GH takes no responsibility for lost or damaged chip cards.

Reference is also made to the section Liability and Limitation of liability.

### 6.14. WASTE

Waste shall be delivered to GH within normal working hours, cf. the valid prices and trade terms. Deliveries can be made outside normal working hours by special arrangement.

Some waste management is free of charge, cf. below, but only for ships which have paid vessel dues and/or wharfage.

The ship and/or the business shall arrange and pay for the delivery of oil and chemical waste which are not operational waste to an approved recipient and treatment facility.

Oil waste containing petrochemicals, IMDG class I and II products, or emulsifiers is not received.

Businesses repairing or breaking up ships shall arrange and pay for the delivery of oil waste etc. to a recipient and treatment facility approved by the authorities.

### 6.15. REFUSE

Ordinary refuse in the form of operational waste from ships may be deposited free of charge in refuse containers. Reporting is done via SafeSeaNet.

Galley garbage may be deposited free of charge in refuse containers marked Galley Garbage. Galley garbage shall not be mixed with other types of waste.

### 6.16. MEDICAL WASTE

GH does not receive medical waste. The ship or its agent shall arrange for the disposal of such waste to an approved recipient.

### 6.17. CARGO RESIDUES ACCORDING TO THE MARPOL CONVENTION

GH receives cargo residues by arrangement. A charge is made for the receipt of cargo residues, cf. the valid prices and trade terms.

### 6.18. ORDERING

Cranes, machinery, labour, water, refuse, electricity etc. is ordered at [info@port-of-grenaa-com](mailto:info@port-of-grenaa-com). The order should be sent by 12 noon the day before. If the order is sent later, or if an order is altered, a notification fee will be charged.

### 6.19. PAYMENT

The collection of reasonable volumes of operational waste, with reference to the above, is free of charge within normal working hours, provided that orders are placed in time.

In the event of collection outside normal working hours, GH will charge based on time, including overtime. The minimum charge is for 3 hours.

If collection/receipt is to take place outside normal working hours, and/or if the order has not been placed the day before at the latest, a charge is made per cubic metre, cf. the valid prices and trade terms.

### 6.20. SHIPS EXEMPT FROM VESSEL DUES

Ships which have not paid ordinary vessel dues to GH shall pay for all the aforementioned services rendered by GH.

### 6.21. LIABILITY

The ship and the ship owner using the port's waste reception schemes shall be liable to compensate GH for any loss that the port may sustain as a result of the furnishing of wrongful, misleading or lacking particulars by the master of the ship concerning the nature, composition and volume of the waste or as a result of leaks due to the ship's own defective equipment or the faulty operation of its own equipment. The ship and the ship owner shall also be liable to compensate the port for any loss pertaining to injuries to persons or damage to property sustained by any third parties as a result of the master of the ship's furnishing of incorrect, misleading or lacking particulars.

### 6.22. COMPLAINTS

If a ship or its agent should find that the receiving installations are inadequate, a complaints form can be obtained from the waste management plan at [www.port-of-grenaa.com](http://www.port-of-grenaa.com)

The completed form should be sent to GH with a copy to the Danish Environmental Protection Agency.

### 6.23. CLEANING

Spillages on areas of the port, including basins, in connection with storage, loading and unloading operations or any other form of cargo handling shall be cleaned up to such an extent that current environmental requirements are complied with.

The owner of the consignment shall remove spillages from the area in accordance with applicable rules.

No waste can be thrown into the port basins. If products or cargo are dropped into the port basins, the owner of the consignment shall retrieve them.

All affected areas shall be cleaned up immediately following the conclusion of the cargo handling operations.

Failure to do so shall entitle GH to arrange for clean-up at the expense of the owner of the consignment.

### 6.24. INFORMATIVE SIGNS AT THE PORT

These guidelines refer to the informative signs at the port to assist customers, clients and suppliers.

Signs cannot inconvenience or obstruct in any way.

Facade signs can be placed on the company-owned or rented buildings and have the purpose of showing where the company is located and to indicate which products the company may offer. Sign dimensions shall be adapted to the specific buildings.

The installation and placement of the signs shall also comply with the criteria and approval of the authorities.

Upon vacating, the lessee shall remove the signs and trace residues at own cost.

Port tenants are entitled to use the port's informative signs.

The price is DKK 2,000.00 ex-VAT per line per side.  
The price for changing a name is DKK 1,200.00 ex-VAT per line per side.

Contact GH for further information.

## 7. GH'S STANDARD TERMS

### 7.1. GENERAL CONDITIONS

#### 7.1.1. DEFINITIONS

**ORDERING CUSTOMER:**

The Ordering Customer is the legal entity entering into a contract with GH.

**TASK:**

A Task is one or more items of work, usually within the category of stevedoring, such as:

- a) handling of cargo at the port,
- b) loading and unloading of cargo arriving by ship or truck,
- c) trimming,
- d) transportation at quay and similar places,
- e) sorting cargo,
- f) storage, management and handling of cargo in this connection.

**DELIVERY:**

Delivery is the time at which GH delivers the cargo to the person entitled to receive it or at an agreed place where the cargo is at the disposal of that person.

**SDR (SPECIAL DRAWING RIGHT):**

SDRs are used by the International Exchange Foundation. The conversion of SDR to Danish kroner uses the rate of the day on which collateral is provided, or if no collateral is provided upon payment.

**WRITTEN NOTICE:**

A written notice is a message sent by post or e-mail.

#### 7.1.2. SUBSTANTIVE SCOPE

These Standard Terms are used for tasks performed by GH unless otherwise agreed.

### 7.2. OFFER, PRICE, PAYMENT AND RIGHT OF LIEN

#### 7.2.1. OFFER

All offers made by GH are non-binding until the Ordering Customer's written acceptance of the offer has reached GH. Using and / or moving in without prior written statement is by GH, considered as an acceptance of the offer and / or terms.

Unless otherwise agreed, offers are binding for 30 days.

#### 7.2.2. PRICE

The Ordering Customer shall pay the price agreed between the parties. All prices are quoted ex-VAT and any taxes.

**ARTICLE 2.**

Unless GH has received special details from the Ordering Customer on the character and volume, GH's price is based upon the following:

- a) normal handling of standard cargo packed in accordance with common practice,
- b) task execution for standard size using standard machinery and within normal working hours,
- c) task execution without discontinuation due to weather, means of transport or lack of preparation.

**ARTICLE 3.**

Extra work not included in the agreement or which could not be anticipated by GH when the price was quoted cf. article 2 is to be considered as extra work for which GH will claim separate payment. The same applies if work undertaken by GH is complicated or delayed by incidents beyond the control of GH.

**ARTICLE 4.**

In cases where the parties have not agreed upon a price in advance which is therefore covered in article 3 the Ordering Customer shall pay the price requested by GH.

**ARTICLE 5.**

When evaluating payment concerning article 3, the key factor shall be the documentation lodged by GH in cases such as used material, time of working and number of employees assisting with the Task.

**7.2.3. EXPENSES**

GH is entitled to refund of documented expenses and related costs if such expenses exceed that agreed.

**7.2.4. FOREIGN CURRENCIES**

All prices are quoted in Danish kroner unless otherwise agreed.

**ARTICLE 2.**

If the price is quoted in a foreign currency, the Ordering Customer carries the risk of any fluctuations between the Danish krone and the quoted foreign currency between the offer and the payment day.

**7.2.5. PAYMENT TERMS**

GH's standard payment terms are payment due upon invoicing.

**ARTICLE 2.**

Failure to pay in accordance with the aforementioned terms can entitle GH to make a written 10-day payment claim to the Ordering Customer. Failure to pay before the expiry of the payment claim will invoke §18.

**ARTICLE 3.**

GH will apply interest of 1% per month commencing after the due date on unpaid invoices.

**7.2.6. COLLATERAL**

Notwithstanding 7.2.5. above, GH can reasonably request a prepayment or ask the Ordering Customer for sufficient collateral to cover the receivables in connection with unpaid invoices, ongoing tasks or any other claim.

**ARTICLE 2.**

GH is entitled to cease ongoing tasks without notice and without liability until payment or collateral is received.

**7.2.7. DEDUCTIONS**

The Ordering Customer cannot make any deduction from monies payable to GH.

**7.2.8. RIGHT OF LIEN**

GH can claim collateral in cargo, documents, cash etc. within the port's control and for all expenses related to the cargo such as fees and storage rent and for all other claims against the Ordering Customer, regardless of whether they are related to other tasks GH has handled for the Ordering Customer.

**ARTICLE 2.**

GH has the same right to collect insurance payments for items lost or mishandled included in GH's right of lien according to article 1.

**ARTICLE 3.**

Non-payment of GH's receivables minimum 14 days after GH has issued a payment claim in accordance with 7.2.5. article 2 shall entitle GH to sell as much of the cargo as necessary to cover all outstanding amounts due or overdue without resorting to the court and in a reasonable manner, either through public auction or offering to relevant buyers. GH shall seek to inform the Ordering Customer of such a sale.





### 7.3. EXECUTION OF THE TASK

#### 7.3.1. INFORMATION RELATED TO THE CARGO

The Ordering Customer shall provide GH with instructions and details needed to execute the Task. The Ordering Customer shall provide GH with details in advance of:

- a) Type of cargo, weight and volume,
- b) Special precautions needed in connection with execution of the Task,
- c) Loading and/or unloading plans,
- d) Other relevant aspects including details of relevant precautions to protect personnel, the environment and GH's property or third parties against any damage.

#### ARTICLE 2.

If a task includes storage or storing of cargo for any period, the Ordering Customer is also responsible for providing GH with all relevant instructions concerning any special storage conditions such as temperature, light and moisture concentration etc., which might be required for storage/warehousing of the cargo.

#### ARTICLE 3.

If GH is warehousing or storing a cargo in a manner common at the port or in the sector in general, GH cannot be held liable for any damage due to conditions which GH could not anticipate or the effects of which GH could not avoid by reasonable means unless GH has acted negligently failing to follow the Ordering Customer's specific instructions.

#### ARTICLE 4.

The instructions mentioned in articles 1 and 2 shall be given directly to GH in a separate written communication. Messages on loading labels or the like are not considered sufficient.

#### ARTICLE 5.

Failure on the part of the Ordering Customer related to articles 1 and 2 shall entitle GH to take any measures necessary, without instruction and at the expense of the Ordering Customer, that might be required to prevent damage to the cargo, personnel, property or the environment. If necessary, GH can have the cargo removed, destroyed, rendered harmless or sold according to the rules in 7.2.8, article 3.

#### 7.3.2. DANGEROUS GOODS

If the Task involves dangerous goods, the Ordering Customer shall provide GH with all relevant details subject to conventions and other rules and regulations concerning dangerous goods in advance. Furthermore, the Ordering Customer shall guarantee that all dangerous goods are packed, marked, packaged and classified according to such conventions and rules. The Ordering Customer shall furthermore guarantee that all necessary permits from the authorities have been obtained.

#### ARTICLE 2.

The Ordering Customer shall provide GH with details of to what extent transportation implies dangerous goods. The Ordering Customer shall inform specifically of the nature and classification of such goods. This shall apply even though such dangerous goods are in transit only. The Ordering Customer shall also ensure that the current regulations concerning dangerous goods for the port in question are respected.

#### ARTICLE 3.

7.3.1., articles 4 and 5 shall also apply.

#### 7.3.3. CARGO HANDLING

The Ordering Customer shall perform tally or other control functions when loading and unloading from stock.

#### ARTICLE 2.

Unless otherwise agreed, the Ordering Customer shall ensure that the cargo is packed and marked in compliance with the current rules and can thereby tolerate special handling as well as wind and weather.

#### 7.3.4. EQUIPMENT

GH provides the usual equipment for loading and unloading etc.

##### ARTICLE 2.

The Ordering Customer shall provide special equipment to GH provided the port requests the same in advance. In such cases, the equipment shall comply with all current regulations and any specific requirements which GH has requested prior to execution of the Task. The Ordering Customer shall furthermore ensure that GH receives correct guidance on use of the equipment and shall in general contribute to preventing injury to personnel and damage to the environment, materials or cargo.

#### 7.3.5. PREPARATION OF TRANSPORTATION EQUIPMENT

Unless otherwise agreed, the Ordering Customer shall ensure that the relevant transportation equipment is ready for GH to execute the Task. In particular, the Ordering Customer shall ensure that cargo spaces are clean, that accessibility to the equipment and cargo spaces is adequate and safe and that the equipment in general is ready to receive the cargo.

##### ARTICLE 2.

Furthermore, the Ordering Customer shall ensure that working conditions on the transportation equipment such as ventilation, light, mooring and security measures are adequate and legal.

##### ARTICLE 3.

If GH finds that the Ordering Customer fails to fulfil the commitments according to articles 1 and 2, GH is entitled, but not obliged, to perform the aforementioned tasks at the cost and risk of the Ordering Customer. This also applies even though such tasks are usually handled by GH.

#### 7.3.6. INSURANCE

GH is not obliged to insure the cargo nor goods in storage, at its own expense or that of the Ordering Customer.

##### ARTICLE 2.

The Ordering Customer shall take out insurance cover for injury to personnel and damage to property caused by the cargo. The Ordering Customer shall upon request from GH document that such insurance is taken out and valid.

#### 7.3.7. TERMINATION

The contract between the Ordering Customer and GH shall expire at the time stipulated in the contract or when the Task is completed. If the contract has been made without mentioning a specific period, it can be terminated with at least 30 days of notice to the end of a month.

##### ARTICLE 2.

If the Ordering Customer, or the party entitled to receive the cargo, does not receive said cargo until after expiration of the period of notice in clause 7.4.5., articles 3 and 4 shall apply.

#### 7.3.8. BREACH OF CONTRACT

Notwithstanding clause 7.3.7. the contract between GH and the Ordering Customer can be cancelled with immediate effect in the event of material breach of contract. Examples of such breaches are:

- a) non-payment within the payment claim deadline referred to in clause 7.2.5. article 2,
- b) missing, undefined or insufficient details concerning dangerous goods,
- c) insolvency proceedings for one of the parties are opened for reconstruction, bankruptcy or the like.

## 7.4. GH'S LIABILITY

### 7.4.1. THE PERIOD OF LIABILITY

GH is responsible for the cargo from takeover to delivery.

### 7.4.2. THIRD PARTY LIABILITY

GH is entitled to assign the Task in whole or part to a third party at any time, although GH will still be held liable to the Ordering Customer.

### 7.4.3. LIABILITY FOR LOSS, DAMAGE AND DELAY

GH is liable for the loss, damage or delay of a cargo if:

- a) the circumstance which caused the loss, damage or delay happens in the period GH is responsible for the cargo according to clause 7.4.1. and
- b) the loss, damage or delay is caused by error or negligence on the part of GH or personnel for whom GH is responsible.

#### ARTICLE 2.

GH cannot be held liable for the loss, damage or delay of cargo caused by strike, lockout or boycott regardless of whether GH is also part of the conflict.

### 7.4.4. LIABILITY FOR OTHER DAMAGE

GH is liable for other damage than that referred to in clause 7.4.3. if proven that such damage is due to gross error or gross negligence on the part of GH or others for whom GH is responsible. Other damage can include:

- a) other damage than loss, damage or delay of the cargo,
- b) loss, damage or delay of the transportation equipment,
- c) loss, damage or delay of other cargo,
- d) damage to the property of the Ordering Customer or a third party,
- e) errors in connection with document handling, execution of tally or other control functions.

#### ARTICLE 2.

7.4.3. Article 2 also applies in this case.

### 7.4.5. DELAY

Late delivery is when GH has not delivered at the exact agreed time or when no delivery time is agreed and the actual time of delivery surpasses the time which can be expected within reasonable circumstances.

#### ARTICLE 2.

The cargo can be considered as lost if not delivered 30 days after the agreed time of delivery or 60 days after GH took over the cargo if no deadline was agreed.

#### ARTICLE 3.

If the party entitled to receive the cargo does not receive it at the agreed time, or within a reasonable period of time after GH has informed the Ordering Customer that the delivery can be made if no delivery time is agreed, GH can store the cargo at the expense and risk of the Ordering Customer.

#### ARTICLE 4.

If GH cannot store the cargo as mentioned in article 3 without incurring considerable cost or inconvenience, or if the cargo is not within the possession of the Ordering Customer within a reasonable period of time, GH is entitled to sell the cargo with reference to clause 7.2.8. article 3. If the cargo cannot be sold or if GH cannot cover its costs by a sale, GH is entitled to arrange disposal of the cargo.

#### 7.4.6. COMPENSATION NOT INCLUDED IN THE CONTRACT

If compensation is claimed on non-contractual grounds, GH and other parties responsible according to 7.4.2. can refer to the provision of the General Conditions which exclude liability for GH or sets or limits the size of such compensation.

##### ARTICLE 2.

The maximum liability that can be imposed on GH and parties for whom GH is responsible cannot exceed the limits of liability stated in 7.4.8.

#### 7.4.7. CALCULATION OF COMPENSATION

Compensation for damage or partial/complete loss of the cargo is calculated according to the value of the last invoice for the cargo before coming into the care of GH until it is proved that the standard value of a cargo of the same kind and goods was different at the time and place the original cargo should have been taken over in the port.

##### ARTICLE 2.

If there is no invoiced value as mentioned in article 1, the value shall be calculated based upon the standard value of a cargo of the same kind and goods at the time and place GH would have taken it over.

##### ARTICLE 3.

Compensation exceeding the value mentioned in articles 1 and 2, including compensation for indirect losses cannot be granted.

#### 7.4.8. LIMITATION OF LIABILITY

Notwithstanding clause 7.4.7. compensation cannot exceed 666,67 SDR for each load or other entity of the cargo or 2 SDR per kilogram damaged or lost cargo depending on which calculation indicates the highest amount.

##### ARTICLE 2.

If a container, trailer, loading pallet or similar form of transportation is used to collect the cargo, they shall also be a part of the cargo in the event of the application of article 1. When calculating compensation, any items in such forms of transportation shall not be included unless stipulated in the contract.

##### ARTICLE 3.

Compensation cannot exceed 25,000 SDR per claim. If more Ordering Customers suffer loss as a result of damage caused by the same incident, compensation liability is limited to 500,000 SDR divided pro rata between the Ordering Customers based upon the value of cargo according to clause 7.4.7.

##### ARTICLE 4.

If it is deemed that damage has been caused due to delay of the cargo, GH shall provide compensation, although not exceeding the amount which GH would receive for execution of the Task cf. 7.2.2.

##### ARTICLE 5.

If GH is liable for other damage in accordance with clause 7.4.4. GH is entitled to limit its liability according to articles 1 - 3.

##### ARTICLE 6.

GH's total liability according to articles 1 - 4 cannot exceed the limitation of liability that would apply in case of the loss of all goods the liability for compensation, cf. articles 1 - 3.

##### ARTICLE 7.

GH's liability cannot exceed that of the Ordering Customer. If the Ordering Customer has limited liability to a third party, GH has the same liability restriction related to the Ordering Customer and third party.

## 7.5. LIABILITY OF THE ORDERING CUSTOMER

### 7.5.1. LIABILITY OF THE ORDERING CUSTOMER

The Ordering Customer shall indemnify GH for any loss or damage GH suffers if:

- a) the Ordering Customer has provided incorrect or insufficient details about the cargo,
- b) the cargo is not packed, marked or declared correctly by the Ordering Customer or parties for which the Ordering Customer is responsible for,
- c) the Ordering Customer or parties for which the Ordering Customer is responsible for have loaded, unloaded, stowed or secured the cargo wrongly,
- d) the cargo has hazardous qualities of which GH has not been specifically informed,
- e) GH incurs penalties, import duties, VAT or other duties or has to supply collateral.

#### ARTICLE 2.

If GH is liable for compensation for damage to third party property, the Ordering Customer shall indemnify GH against that portion of any compensation the port would not be obliged to pay if it could apply these Standard Terms to a third party.

## 7.6. OBJECTIONS AND LEGAL ACTION

### 7.6.1. NOTIFICATION OF COMPLAINT

If the Ordering Customer holds GH liable for compensation for damage, loss or delay of cargo or other damage, the Ordering Customer shall inform GH immediately in writing of the same as soon as the reason for such a claim is found or should have been found. If the Ordering Customer does not inform the port, the claim shall lapse.

#### ARTICLE 2.

Notwithstanding article 1, compensation for delay shall only be paid if GH has received written notification from the Ordering Customer claiming a delay within 21 days of delivery.

### 7.6.2. OBSOLESCENCE

Any claim against GH shall be considered as expired when 10 months have passed, counted from the dates referred to in article 2.

#### ARTICLE 2.

In the event of damaged or partial loss of the cargo, the obsolescence deadline referred to in article 1 shall count from time of delivery. In the event of delay, loss of all cargo or other damage, the obsolescence deadline referred to in article 1 shall count from the point at which the damage was discovered.

### 7.6.3. COURT OF VENUE AND APPLICABLE LAW

All judicial proceedings concerning or emanating from the contractual agreement between GH and the Ordering Customer shall be brought before the Court of Randers.

#### ARTICLE 2.

All disputes between GH and the Ordering Customer shall be resolved according to Danish law.

## 8. LIABILITY AND LIMITATION OF LIABILITY

If GH is found to be liable with reference to one of the aforementioned provisions or is held liable in any other way, its liability shall be limited as follows:

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

However, damages shall not exceed the amounts stated in NSAB 2015 and GH's Standard Terms.

With regards to containers or other units of transport with contents, maximum damages shall not exceed DKK 75,000.

No compensation will be paid for loss on operations, loss of profit, waiting time for trucks or dock workers etc., loss of market share or other indirect losses.

Unless otherwise stated above, or unless otherwise agreed in writing, GH assumes no liability for damage to cargo stored in warehouses, tanks or in port areas and production facilities. Lessees are therefore encouraged to take out insurance against such risks.

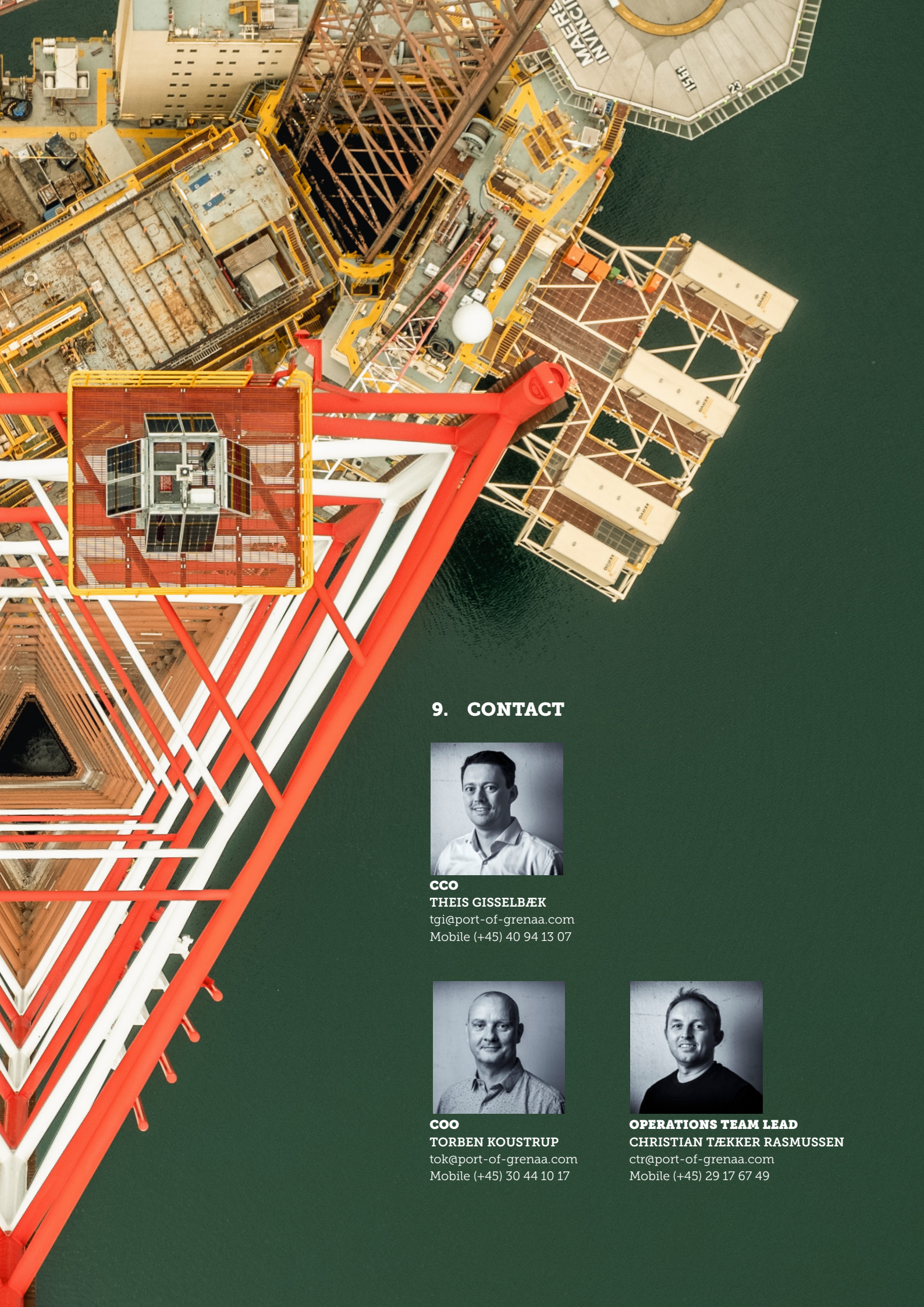
In the event of liability, please refer to § 279 of the Merchant Shipping Act on limitation of liability.

Lessees are liable for any damage on leased, rented or hired plant and machinery in connection with cargo handling, transportation with fork-lift truck, lorry etc.

No compensation is paid for lost or damaged chip cards.

Reference is generally made to NSAB 2015 and GH's Standard Terms.





## 9. CONTACT



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# DENMARK'S MOST CENTRAL DEEP WATER PORT

The Port of Grenaa is one of the biggest commercial and industrial ports in Denmark, centrally located and with plenty of space for development.

Strong focus on core segments and excellent network connections make the Port of Grenaa the foundation on which to realise the potential of your business.

Have a dialogue with the Port of Grenaa - we have the space, the network and **the will to succeed**



**Port of Grenaa**

*Support your business*

**Port of Grenaa**

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