

Terms of business in force as of January 1, 2012

Conditions and prices for the Port's activities



PORT OF AARHUS TERMS OF BUSINESS IN FORCE AS OF JANUARY 1, 2012

(Charges are stated exclusive of V.A.T.)

The present Terms of Business shall apply to the maritime activities of the Port of Aarhus as well as any land-based activities on the land areas of the Port of Aarhus.

The present Terms of Business shall take precedence in relation to any standard terms and conditions applied by the contracting parties of the Port of Aarhus. Any terms and conditions deviating from the present Terms of Business shall be put forward only in so far as they have been expressly agreed with the Port of Aarhus.

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

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I. SUBMISSION OF PARTICULARS AND PAYMENT

The Operations Centre of the Port of Aarhus shall be notified of the data of the ship, such as they appear from the ship's current tonnage certificate, and of the expected time of arrival, current draught and of the expected necessary assistance not later than 24 hours prior to arrival.

Ships entering Aarhus shall supply the ship's "International Ship Security Certificate" (only when calling the first time), a crew list, a list of crew changes, a list of visitors on board during the port stay and a list of the companies which are due to deliver commodities.

The master or the agent of the ship shall submit such particulars on the ship and cargo etc. as are necessary for the calculation and collection of charges and shall, upon request, produce the ship's papers, manifest, weight certificates etc. confirming the particulars submitted. Such particulars as are necessary for statistical purposes shall also be submitted.

In addition to these regulations, reference is made to the regulations of the Port of Aarhus as well as to the rules governing the use of the cranes of the Port of Aarhus ("Vedtægt for benyttelse af Århus Havns kraner"). These rules are available at www.aarhushavn.dk choose regulations.

Prior to departure, all dues and other charges payable in pursuance of the present Terms of Business shall be paid to the Port of Aarhus or in some other way provided for.

Even if it can be documented that the dues or charges paid in pursuance of the present Terms of Business are too high due to erroneous specifications, no refunds of such dues or charges shall be made more than 3 months as from the date of invoice. No interest shall be paid on overpaid charges. Claims for refunds shall be put forward within 3 months of the date of invoice. Overpaid dues or other charges in pursuance of the present Terms of Business shall not be offset against outstanding amounts payable by the Port of Aarhus.

II. ISPS

The Port of Aarhus has fully implemented the ISPS Code. The security facilities are as follows:

| | |
|--|---------------------------|
| AAK Aarhus Karlshamn/ | |
| The Solae Compagni | Approval code DKAAR-0001 |
| Cement Terminal. | Approval code DKAAR-0002 |
| Container Terminal | Approval code DKAAR-0004 |
| Multiterminalen | Approval code DKAAR-0005 |
| Oil Terminal | Approval code DKAAR-0006 |
| Mols-Linien Ferry Terminal. | Approval code DKAAR-0007 |
| Kattegatruten Ferry Terminal | Approval code DKAAR-0007A |

Security fee

A separate security fee is charged. DKK 5.00 per full container and DKK 0.10 per tons of cargo passing the quays at the ISPS facilities.

Ships that need a Declaration of Security must fulfil certain requirements. All expenses incidental to the issue of a Declaration of Security shall be borne by the vessel.

Communication regarding the ISPS Code should be addressed to the Chief of the Security Organization:

Claus Holm Christensen
Telephone +45 86 13 32 66 Fax +45 86 76 02 37
security@port.aarhus.dk

For additional information on ISPS see
www.aarhushavn.dk - Regulations

III. SHIPPING DUES

Basis of Calculation

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

A ship shall be regarded as lying in the harbour etc. from the day of arrival. The shipping dues are calculated on the basis of whole gross tonnage (GT) as stated in the tonnage certificate according to the International Convention on Tonnage Measurement of Ships, 1969.

For segregated ballast tankers an SBT deduction shall be made in the basis of calculation when documented in the tonnage measurement. The tonnage certificate shall be submitted to the Port of Aarhus prior to arrival.

Rates

Shipping dues are payable at the option of the shipowners:

Either

- a For each call, for each commenced period of
7 calendar days' duration at a rate of DKK 3.00 per GT
For ships under 3,000 GT, however, at a rate of . . . DKK 1.00 per GT
A minimum payment of DKK 200 per call

or

- b For ships making several calls, by an amount
per calendar month in advance and entitling the
ship to make an unlimited number of calls
at a rate of DKK 7.00 per GT
A minimum payment of DKK 500 per month

Exempt from Shipping Dues

Ships belonging to Danish or foreign government authorities when not designed to carry goods or passengers. Ships calling at the Port of Aarhus for medical assistance, landing of patients or ship-wrecked persons, or for landing of corpses, as well as ships forced by average or by gales, fog or

other climatic reasons to seek shelter, provided always that the stay in the harbour does not exceed 24 hours.

Ro-ro Berths

Ships using the ro-ro berths in the harbour shall be under an obligation to establish a barrier upon departure. If this is omitted, a DKK 500 charge is payable.

IV. PILOTAGE

Terms

Pilotage from the roads to the port and from the port to the roads shall be undertaken by the Port of Aarhus. Pilotage shall be performed in accordance with the provisions of the Danish Pilotage Act (Lodsloven) (Government Order no. 567 of June 6, 2006) as well as any rules and regulations issued pursuant to the Danish Pilotage Act.

Request for pilotage

Requests for pilotage shall be submitted to the Operations Centre at least 2 hours in advance. The Port of Aarhus decides the pilotage order.

Charges

Charges for pilotage amount to:

| | |
|---|--------|
| Gross tonnage (GT) of the assisted ship | DKK |
| Up to 3,000 GT. | 3,000 |
| 3,001 - 5,000 GT. | 4,000 |
| 5,001 - 10,000 GT. | 7,000 |
| 10,001 - 20,000 GT | 10,000 |
| 20,001 - GT | 13,000 |

For periods of waiting at departure for each hour or part thereof as from the stated time of departure,

| | |
|--|-------|
| however not for the first 30 minutes | 1.000 |
| Cancellation of a request | 500 |

No additional charges shall be payable for the transport of The Port of Aarhus' pilots to and from the ship.

V. MOORING SERVICE ETC.

Terms

Mooring is undertaken by the Port of Aarhus. Special agreement shall be made with Port of Aarhus for shifting of vessels not using their own engine.

The Port of Aarhus decides the mooring order.

Subject to approval by the Operations Centre the pilot boats and work boats may assist in transporting persons or goods to and from ships not calling at the port of Aarhus, or the like. In such cases a charge of DKK 3,000 shall be payable for each full hour or part thereof. If the service is required more than 7 nautical miles from the port, a charge of DKK 5,000 shall be payable for each full hour or part thereof.

Request for mooring

Requests for mooring service etc. shall be submitted to the Operations Centre at least 2 hours in advance.

Charges

Charges for mooring amount to:

| Gross tonnage (GT) of the assisted ship | DKK |
|---|-------|
| Up to 5,000 GT | 1,000 |
| 5,001 - 10,000 GT | 2,000 |
| 10,001 - 20,000 GT | 3,000 |
| 20,001 - GT | 5,000 |

For periods of waiting at departure for each hour or part thereof as from the stated time of departure,

| | |
|--|-------|
| however not for the first 30 minutes | 1,000 |
| Boat assistance per hour or part thereof | 3,000 |
| More than 7 nautical miles | 5,000 |
| Cancellation of requests for assistance | 500 |

VI. TOWAGE ETC.

Tugs

The Port of Aarhus owns m.v. "Hermes" (a 3,000-HP tug of 45 tons tractive capacity) and m.v. "Aros" (a 4,750-HP tug of 55 tons tractive capacity).

Terms

The Port of Aarhus shall decide in each individual case if weather/ice conditions etc. permit assistance. Likewise, The Port of Aarhus shall decide in each individual case which tug to use. Grounded ships cannot normally expect assistance from the harbour tugs. In connection with towage, a pilot shall be on board the vessel being towed. The tugs are not used for pilotage.

The towage order is decided by the The Port of Aarhus. Besides, assistance and/or towage shall be subject to the standard conditions stipulated by the Scandinavian Tugowners Association, which deviate from general Danish law in several ways. These conditions are available from the Port of Aarhus.

Requests for Tugs

Requests for towage must be made to Operations Centre. The request is final when it is received via VHF (channel 12) or by telephone (+45 86 13 32 66) at the Port's Operations Centre. Requests by e-mail or fax are considered as temporary information.

Arrival

Tugs must be ordered with a notice of:

| | |
|-----------------|---------------|
| First tug boat | 2 hrs. notice |
| Second tug boat | 8 hrs. notice |

Arriving ships must forward a request for towage in the pre-arrival notice forwarded not later than 24 hrs prior to arrival or when departing the preceding port of call.

Departure

As for arrival – a pre notice for towage outside normal working hours (7 am – 3 pm) must be given not later than 2 pm on weekdays and prior to weekends/bankholidays not later than 2 pm the preceding weekday.

Rates

Rates for assistance of ships between the roads and the harbour or inside the harbour can be seen from the table below. If the Port of Aarhus' tugs cannot be used or if supplementary tugs are needed, the Operations Centre shall try to procure supplementary assistance at prices which may differ from those charged by the Port of Aarhus.

For towage of ships not using main engines, rates are increased by 50 per cent. For shifting necessitated by loading and/or unloading, rates are reduced by 50 per cent. After a period of waiting of 30 minutes as from the time stated for commencement of the assistance, DKK 5,000 for each fraction of an hour shall be payable.

A period of waiting of 2 hours as from the time stated for commencement The Port of Aarhus can cancel the order for assistance without further notification of the orderer. A cancellation charge should be payed when an order is cancelled less than 2 hours before the time for which the assistance was ordered.

For towage of ships leaving the Port of Aarhus and of which no previous notice has been given, a DKK 1,000 charge per tug may be added.

In the case of ships carrying explosives or inflammable goods, hourly rates shall also be payable for watch duty and security service etc. as well as for assistance in connection with or towage of contractors' equipment etc. and for stand-by watch for pushing in case of navy calls etc.

Charges per tug boat amount to:

| Gross tonnage (GT) of the assisted ship | DKK |
|---|--------|
| Up to 10,000 GT. | 15,000 |
| 10,001 - 20,000 GT. | 20,000 |
| 20,001 - 50,000 GT. | 30,000 |
| 50,001 - GT. | 60,000 |

Cancellation charge 3,000

Hourly rate (for stand-by duty etc.)

For failure to give notice of cancellation

wait per hour or each fraction of an hour 5,000

VII. WHARFAGE

With the exception of goods for the ship's own use, wharfage shall be payable to the Port of Aarhus on all goods unloaded or loaded or otherwise launched or landed in the harbour or the fairways. The wharfage shall be payable by the consignee or the consignor respectively.

Wharfage shall be charged per whole unit calculated on the basis of the Customs Tariff.

| | | |
|--|-----|--------|
| Goods in containers, per container. | DKK | 165.00 |
| In the case of re-exportation by sea in the same container within 4 weeks, per container | DKK | 0.00 |
| Self-propelling units such as trucks, articulated trains, semi-trailers etc., per unit | DKK | 150.00 |
| Fish and shellfish, processed or unprocessed, unloaded from fishing vessels or smacks, on the market value | | 2.3% |
| Grain, Customs Tariff Chapter 10 | | |
| Oil seeds, Customs Tariff chapter 12, | | |
| Molasses, Customs Tarrif pos. 17.03, | | |
| Feedstuff Customs Tariff chapter 23, | | |
| Salt, Customs Tariff pos. 25.01 | | |
| Cement, Customs Tariff pos. 25.23 | | |
| Fertilizers, Customs Tariff chapter 31, | | |
| Wood, Customs Tariff pos. 44.02-44.07 and 44.09 | | |
| Scrap metal, Customs Tariff principal pos. 72.04 per ton | DKK | 8.00 |
| Stones and gravel, Customs Tariff chapter 25 (except 25.01 and 25.23) and wood chips etc. Customs Tariff pos. 44.01, per ton | DKK | 5.00 |
| Oil and petrol, Customs Tariff pos. 27.10 | | |
| Bio diesel, Customs Tariff pos. 38.34 | | |
| Coal, Customs Tariff pos. 27.01-27.04 and other goods per ton. | DKK | 13.00 |

Where wharfage has been paid upon entry, re-exportation by sea without payment of wharfage may take place, subject to approval by the Port of Aarhus and provided the goods have not been processed during the stay.

VIII. CHARGES FOR RAILWAY WAGGONS

The Port of Aarhus railway tracks may only be used by operators who have been approved in writing by the Port of Aarhus in advance. The operator is charged DKK 6,500 per train per month for using the Port of Aarhus' railway tracks.

For railway waggons carrying goods to or from the Port of Aarhus a charge of DKK 165 per waggon is payable provided that the goods have not previously been or will subsequently be subject to payment of wharfage to the Port of Aarhus.

Firms etc. receiving or dispatching railway waggons that are subject to charges shall monthly and by the 5th day of the following month at the latest submit particulars of such transactions to the Port of Aarhus.

IX. STORAGE OF GOODS

Liability for Goods (including full and empty containers and any equipment of any kind stored at the Port of Aarhus – hereinafter called “goods”).

The Port of Aarhus assumes no liability for goods stored or placed in the harbour warehouses or within the harbour area generally, nor does the Port of Aarhus assume any liability for any damage which the stored goods may cause to any third party.

In the event of the Port of Aarhus being held liable to any third party for damage or injury caused by goods left, stored or placed at the Port of Aarhus, the person who made arrangements for the goods to be placed at the Port of Aarhus and the owner of the goods shall be jointly and severally liable to compensate, to the extent which follows from the above, the Port of Aarhus in connection with any claims – including interest and costs – which the Port of Aarhus may be ordered to pay to such third party.

If liability arises, reference is made to the liability limitation clause in article XVII.

Unless the Operations Centre receives other information prior to the goods being stored, the party who is to pay the rent shall be held liable for any damage to the property of the Port of Aarhus caused by the goods stored. Such liability shall not prevent the Port of Aarhus from holding the owner of the goods liable for such damage.

Warehouses

In the harbour warehouses goods to be loaded onto or which have been unloaded from vessels may be stored according to agreement and against payment of rent if space is available. The person renting warehouse storage space shall comply with all public rules and regulations and shall follow all orders by public authorities – including orders issued by the Port of Aarhus – regarding the storage of goods. The lessee shall bear any risks associated with the method of storage. The Port of Aarhus shall only make the warehouse available to the lessee, and the Port of Aarhus shall not be liable for the goods stored.

To the extent that the Port of Aarhus is held liable to any third party for damage or injury caused by goods stored at the warehouse, the person who made arrangements for the goods to be placed at one of the warehouses of the Port of Aarhus and the owner of the goods shall be jointly and severally liable to compensate, to the extent which follows from the above, the Port of Aarhus in connection with any claims – including interest and costs – which the Port of Aarhus may be ordered to pay to such third party.

The rent is DKK 6.25 per sq. m per week. Storage time shall be calculated from and including the day when storage commences, and the calculation of the rent shall be for each full week or part thereof. The area shall be measured by the Operations Centre, and the rent shall be calculated weekly according to the maximum area that has been used for storage and handling during the week in question.

In certain warehouses it is possible to reserve delimited areas for one month at a time against the prepayment of a monthly rent of DDKK 21.50 per square metre. The warehouse rent includes power consumption for normal-level lighting. Any power consumed over and above this shall be invoiced separately.

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

If a consignee or consignor exceeds the time limits fixed for storage, he may be requested in future to have his goods removed or driven straight to or from the place of loading or unloading. In the event of goods being left at a warehouse without a prior agreement with the Operations Centre, or if goods are left without the ownership of such goods being clearly indicated by means of labelling or in any other way, such goods shall, if necessary, be moved for the account and risk of both the person who arranged for the goods to be placed at the warehouse and the owner of the goods.

Storage Charges

Goods being loaded onto or unloaded from ships can be left near the quay for a period of 7 days free of charge, if it is deemed by the Operations Centre that space is available. The storage period shall be calculated as from and including the day on which the goods are first stored.

If storage exceeds the period for which no charge is payable, a storage charge of DKK 2.00 per sq. m. shall be payable for each following week or part thereof. The area shall be measured by the Operations Centre and the rent shall be payable weekly according to the maximum area that has been used for storage and handling during the week in question.

In areas farther away from the quays goods may be stored against payment of rent at the following rates: DKK 5.00, 4.00 or 3.00 per sq. m. per month or part thereof as decided by the Operations Centre and based on the situation of the area and the purpose for which it is used. The rent payable shall depend on the area in which the goods are stored and shall be determined by the Port of Aarhus.

Where the time limits fixed for storage are repeatedly exceeded by either a consignee or a consignor, the Operations Centre may demand that in future his goods shall be removed immediately after unloading or that they shall be taken directly to the ship onto which they are to be loaded. Where goods are stored without prior approval being obtained from the Operations Centre or are stored without any clear indication of ownership they may – if necessary – be removed for the account and risk of both the person who has arranged for the goods to be stored in that area and the owner of such goods.

Long-term Lease of Areas

Rent is charged at two rates of DKK 25 or 26 per sq.m. per year respectively, including land tax for the lease of unconsolidated areas. To these rates an additional turnover charge shall be paid or else a certain turnover shall be guaranteed. The rent payable shall depend on the area in which the goods are stored and shall be determined by the Port of Aarhus.

For smaller, consolidated areas the annual rent is DKK 70 per sq. m.

Areas for trailer parking etc. shall be paid for according to a separate lease agreement at a rate of DKK 250 - 500 per month per area.

Port-related companies may lease car parking spaces at an annual rent of DKK 3,000 per parking space.

X. CRANES

The charges for and the provisions governing requests for and use of the cranes appear from the rules governing the use of the cranes of the Port of Aarhus (“Vedtægt for benyttelse af Århus Havns kraner”). These rules are available from the Port of Aarhus (in Danish) and at www.aarhushavn.dk. The most important provisions governing rates etc. are reproduced below, while the more detailed provisions must be studied in the rules. In the event of any discrepancy between the rules governing the use of the cranes of the Port of Aarhus and the provisions set out below, the rules shall prevail.

Liability

The activities of the Port of Aarhus in connection with the hiring-out of cranes consist in placing the crane and crane driver at the disposal of the hirer. The Port of Aarhus accepts no liability whatsoever for any damage or injury caused by the crane or for any damage or injury caused during the operation of the crane. Consequently, the hirer shall be liable for any injury to persons or damage to property caused during the period of hire, including damage to the crane. If liability arises, reference is made to the liability limitation clause in article XVII.

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

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

Ordering/Cancellation/Changing Order

Orders for crane service, cancellations and other changes to such orders shall be placed with and confirmed by the Operations Centre of the Port of Aarhus, tel. +45 86 13 32 66. Payment shall be made to the Port of Aarhus.

Orders for crane service on weekdays during the period from 7am to 4pm (Friday 3.30pm) shall be placed as early as possible and not later than on the preceding, normal working day at 12 noon.

Orders for crane service on weekdays during the period from 16.00 (Friday 15.30) and 07.00 shall be placed as early as possible and not later than at 12 noon on the same day.

Orders for crane service at weekends and on bank holidays shall be placed as early as possible and not later than at 12.00am on the preceding, normal working day. If it has not been possible to observe the times for ordering, crane service may only be expected at 2 hours' notice.

Charges

Charge I:

Crane service on weekdays during normal working hours Monday - Friday between 07.00 - 18.30.

Charge II:

Crane service on week days Monday - Friday 18.30 - 07.00 and on Saturdays, Sundays and bank holidays

| | Rates DKK/HOUR/CRANE | |
|---|----------------------|-------|
| | I | II |
| 8 container cranes and 1 heavy lift crane up to 182 tons on quay | 145 | 2,100 |
| 7 cranes in the Multi Terminal and 2 cranes in the Bulk Terminal | 1,000 | 1,500 |

The charge is calculated from the time for which the crane was ordered and ready for service. The charge shall be payable for each half hour or part thereof. Crane assistance is not considered completed until The Port of Aarhus has deemed that the crane operation is finished.

There shall be no charge for interruptions of at least 1/2 hour's duration owing to crane failure or the weather (high winds).

When crane assistance is ordered, payment shall be charged for at least 1 hour for containers and for at least 2 hours for other cranes. In addition, a charge shall be payable in case of ordering out of time/change/cancellation of order.

XI. CLEANING OF QUAY AREAS, HOPPER AND GRAB

Spillages of the goods handled in connection with loading and unloading shall be kept within the ship's workplace on the quay. Harbour basins and gullies shall not be polluted during the work or in connection with the cleaning of quay areas, hoppers, grabs and other handling equipment.

Spillages on quays during loading and unloading operations shall be cleaned up to such an extent that the environmental requirements are complied with. The directions of the Operations Centre shall be complied with.

Unless otherwise agreed with the Operations Centre, working areas, hopper(s) and grab(s) shall be cleaned immediately after the operation has been completed out of consideration for other hirers/users, who are to use the working area, the hopper(s) and the grab(s).

Prior to cleaning the handling equipment, the entire working area on the quay shall be cleaned. The crane assistance shall not be deemed to be completed until the hopper has been emptied and washed off and the crane is free from traces. The Port of Aarhus decides when the work has been completed.

Spillages must be collected in containers and disposed of at a controlled tip or re-used together with the goods unloaded or loaded or in another way.

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

Responsibility

The stevedore business in charge of the loading or unloading and the owner of the goods, defined as the person liable to pay wharfage and similar dues to the port, shall be responsible for bringing the area up to the above standard during the work and after use and for the above requirements generally being met.

The party responsible shall bear all costs in connection with the measures mentioned.

Prior to berth and wharf cranes being assigned to an operation, the ordering party shall inform the Operations Centre who the responsible party is. If the Port of Aarhus is to carry out the cleaning for the account of the person responsible for such cleaning, this shall be requested at the same time.

Cleaning Rates

Cleaning in connection with loading and unloading, including self-discharging ships or cleaning of harbour areas on which goods have been stored shall be performed according to vouchers submitted and at the following rates, including driver.

| | |
|-----------------------------------|-----------------|
| Sweeper | .DKK 800.-/hour |
| Special-purpose tractor | .DKK 550.-/hour |
| Overtime charge | .DKK 300.-/hour |
| Deposit charge | .DKK 600.-/hour |

The overtime charge shall be added for work performed outside the following periods:

Monday to Thursday from 7am to 3pm and Friday from 7am to 2.30pm. For work outside normal hours a minimum 3-hour charge shall be payable.

In case the spillages should be re-used, the party ordering shall see to it that a container or the like is made available at the place of cleaning.

Hopper and Grab

Normal cleaning of hopper and grab shall be performed by the Port of Aarhus. Normal cleaning consists in washing off with seawater. Cleaning shall not take place until the user has removed goods -residues and bags etc. and after the quay area has been cleaned.

XII. RECEIPT OF WASTE MATTER FROM SHIPS ETC.

Pursuant to Executive Order No. 1632 of December 13, 2006 issued by the Danish Ministry of the Environment arrangements have been made by the Port of Aarhus for the receipt of: ordinary waste from ships, cargo residue, sewage, oil mixtures and residue.

Ordinary Waste from Ships

Ordinary waste from ships shall be disposed of in waste containers placed throughout the harbour.

Residues of hazardous substances (e.g. paints and containers for paint, spray cans, chemicals and containers for chemicals, oils and oilcloths, batteries, distress signal rockets, pesticides, medicines, fluorescent tubes etc.) shall not be thrown into the containers for ordinary waste. The discarding of such substances and any payment shall be agreed with the Operations Centre.

Cargo Residue

The Port of Aarhus Operations Centre can arrange contact with a firm which can receive and deliver cargo residue to a waste receiving and processing plant approved by the authorities. Payment for the handling of cargo residue shall be of no concern of the Port of Aarhus.

Sewage

The Port of Aarhus has established sewage connections in the East Harbour and parts of the Container Harbour. These connections may be used for pumping sewage ashore for an agreed period and without charge. If no connections are available, or if the Operations Centre finds that the cost of shifting to the area will be disproportionate or that shifting will be too difficult, a maximum of 30 tons of sewage can be received in a road tanker placed alongside the ship. Sewage shall be pumped ashore by means of the ship's own pumps.

Standard flange dimensions for receiver plant pipes and the ship's sewage drain pipes:

| | |
|----------------------|--|
| Outside diameter: | 210 mm |
| Inside diameter: | Corresponding to the outside pipe diameter. |
| Flange cutouts: | 4 holes 18 mm in diameter and equally spaced on a bolt circle 170 mm in diameter and cut to fit the circumference of the flange. The width of the cut must be 18 mm. |
| Thickness of flange: | 16 mm |
| Bolts and nuts: | |
| Number and diameter: | 4 each 16 mm in diameter and of suitable length. |

The flange must fit pipes with an inside diameter up to 100 mm and it must be made of steel or another material with a smooth surface.

The flange with packing must be dimensioned for a 6 kg/sq.cm working pressure.

Oil Mixtures and Residue

Within the normal working hours of the Port of Aarhus, on weekdays from 7am to 3pm, oil mixtures and residue will be received. If the ship is only in the harbour outside this period, collection can be arranged against a charge of DKK 700.

Reasonable quantities, defined as the quantity produced in the ordinary operation of the ship since the last port called at, shall be accepted. This quantity shall not exceed 5 cubic metres if the last port of call was situated east of the Wilhelmshafen – Kristiansand line and 10 cubic metres, if the last port of call was situated west of that line.

Quantities exceeding the ones mentioned above shall be received against payment of DKK 400 per cubic metre.

Oil mixtures and residue shall be pumped ashore by means of the ship's own pumps and at a speed of at least 9 cubic metres per hour. If this cannot be complied with, a charge of DKK 700 per hour shall be payable for extra time. Extra time exceeding one hour cannot be expected, however.

If the oil mixtures have to be pumped ashore, the entire time spent on the operation will be charged at a price of DKK 700 per hour.

Expenses caused by delay or because the ship is not ready at the agreed time etc. shall be paid by the ship. Oil mixtures and residue containing petrochemicals, toxicity class I and II products or emulsifying agents shall not be accepted.

Standard flange dimensions for receiver plant pipes and the ship's drain pipes for oil mixtures from engine room bilges:

| | |
|----------------------|--|
| Outside diameter: | 215 mm |
| Inside diameter: | Corresponding to the outside pipe diameter. |
| Flange cutouts: | 6 holes 22 mm in diameter and equally spaced on a bolt circle 183 mm in diameter and cut to fit the circumference of the flange. The width of the cut must be 22 mm. |
| Thickness of flange: | 20 mm |
| Bolts and nuts: | |
| Number and diameter: | 6 each 20 mm in diameter and of suitable length. |

The flange must fit pipes with an inside diameter up to 125 mm and it must be made of steel or another material with a smooth surface. The flange with oil-resistant packing must be dimensioned for a 6 kg/sq.cm working pressure.

Collection of waste water as well as residues and oil mixtures should be ordered by contacting H2O Liquid Waste via www.h2owaste.com by telephone +45 86 19 63 80 or by email info@h2owaste.com well in advance and not later than 24 hours prior to the time of collection.

Ballast Water and Tank Washings Containing Oil

The Port of Aarhus does not accept the above but refers to companies offering shipment of or receiving oil.

Liability

The ship and shipowner and the person who has made arrangements for the ship shall be liable for the consequences of any wrongful or misleading information and for any lack of information concerning the nature, composition and quantity of the waste and for leaks caused by defective equipment or by faulty operation of own equipment on delivery.

To the extent that the Port of Aarhus is held liable to any third party for damage or injury caused by residues received – or oil mixtures which the Port of Aarhus, as per the above, does not receive is the person who made arrangements for the ship to call at the Port of Aarhus, the ship and the shipowner who shall be jointly and severally liable to compensate, to the extent which follows from the above, the Port of Aarhus in connection with any claims – including interest and costs – which the Port of Aarhus may be ordered to pay to such third party.

Rates Payable by Ships Exempt from Shipping Dues

Ships which do not pay harbour dues to the Port of Aarhus shall pay for all services mentioned in this clause. The price for this shall be agreed directly between the ship and the supplier.

XIII. POWER SUPPLY

The supply of power shall be ordered from and cancelled with the Operations Centre. Cancellation shall be effected immediately after use so that live cables are not left on the quays unattended.

Not all of the outlets of the Port of Aarhus are provided with extra protection in the shape of current-operated earth leakage circuit breakers.

Liability

The Port of Aarhus provides connection at the quay only and assumes no liability in case of extra protection being necessary pursuant to the Power Supply Regulations or for power failure.

The Port of Aarhus does not provide supply cables from the quay outlet to the user and assumes no liability for the user's equipment.

The user shall be liable for any damage to port equipment. Repairs, materials, fuses etc., necessary for making good any damage or defects caused by the user to the equipment of the Port shall be paid for by the user.

To the extent that the Port of Aarhus is held liable to any third party for damage caused by the use of the port's power installations and equipment or for damage attributable to damage to the power installations and equipment hired, the user of the power supply and the orderer shall be jointly and severally liable, to the extent that follows from the above, to compensate the Port of Aarhus in respect of any claim – including interest and costs – which the Port of Aarhus may be ordered to pay to any such third party.

Rates and Payment

When a request is made, payment for connection, disconnection and power consumption shall be effected, or security for payment provided, prior to connection or disconnection and in accordance with the below:

| | | | | | |
|---------------------------|-----|-----|-----|-----|-----|
| Voltage | 240 | 400 | 400 | 400 | 400 |
| Fuse amps | 13 | 16 | 32 | 63 | 125 |
| First 24 hours DKK | 300 | 350 | 400 | 550 | 700 |
| Extra 24-hour periods DKK | 75 | 150 | 200 | 250 | 350 |

An extra charge of DKK 600 shall be payable for connection and disconnection carried out on overtime.

In the event of unauthorised connection, an additional charge of DKK 1,000 shall be payable.

XIV. VETERINARY FRONTIER CONTROL

The Port of Aarhus has been approved as a frontier control point for animal food imported from or exported to non-EU member states.

Management of the control point is undertaken in accordance with Executive Order No. 69 of 22nd January 2010 issued by the Danish Foods Directorate. A charge shall be payable to the Port of Aarhus for use of the control facilities. The charge is DKK 500 per container, trailer and cartload or DKK 250 for smaller units.

Liability for damage to and the loss of goods or other equipments of any kind which occurs at the control point and any right of recourse shall be determined in accordance with the provisions contained in the above section IX "Liability for goods (including full and empty containers and any equipment of any kind stored at the Port of Aarhus – hereinafter called "goods")".

XV. SNOW CLEARING

During the winter period, October 1 - March 31, the Port of Aarhus shall to the extent necessary spread ice-control salt on or otherwise clear the roads within the harbour area according to the following directions:

1. Access and exit roads to/from the harbour.
2. Areas along quays where work is in progress/expected soon to be commenced.
3. Connecting roads to/from quays.
4. Other areas to the necessary extent.

Under normal circumstances the spreading of ice-control salt shall commence at 3am.

XVI. WORKING ENVIRONMENT DUTY

According to Executive Order No. 181 of May 18, 1965 issued by the Danish Ministry of Labour on the loading and unloading of ships regulations, the owner of the harbour shall safeguard the working environment of the temporarily employed dock workers by way of welfare facilities, such as changing rooms, shower and lunch facilities.

To cover the expenses incidental to these facilities, a working environment duty is charged by the Port of Aarhus.

The working environment duty constitutes:

DKK 5.00 per container and self-propelled unit crossing the quay.

DKK 0.50 per ton of dry bulk goods and mixed cargo crossing the quay.

The working environment duty is collected by Port of Aarhus from the ship's local broker, who shall be responsible for the payment.

XVII. LIMITATION OF LIABILITY

If the Port of Aarhus is held liable pursuant to one of the provisions mentioned above or is otherwise held liable, the liability shall be limited as follows:

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

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

As regards containers or other similar units of transport with contents, maximum damages shall not exceed SDR 25,000.

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

SDR means the unit of account mentioned in Section 152 item 2 of the Danish Merchant Shipping Act. The amount shall be translated into Danish currency using the rate of exchange applicable on the day when the damage is ascertained.

PORT OF AARHUS - CONTACT INFORMATION

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Fax: + 45 86 12 76 62
www.aarhushavn.dk
port@aarhus.dk

Finance and Administration:
Henrik Munch Jensen, Assistant Director

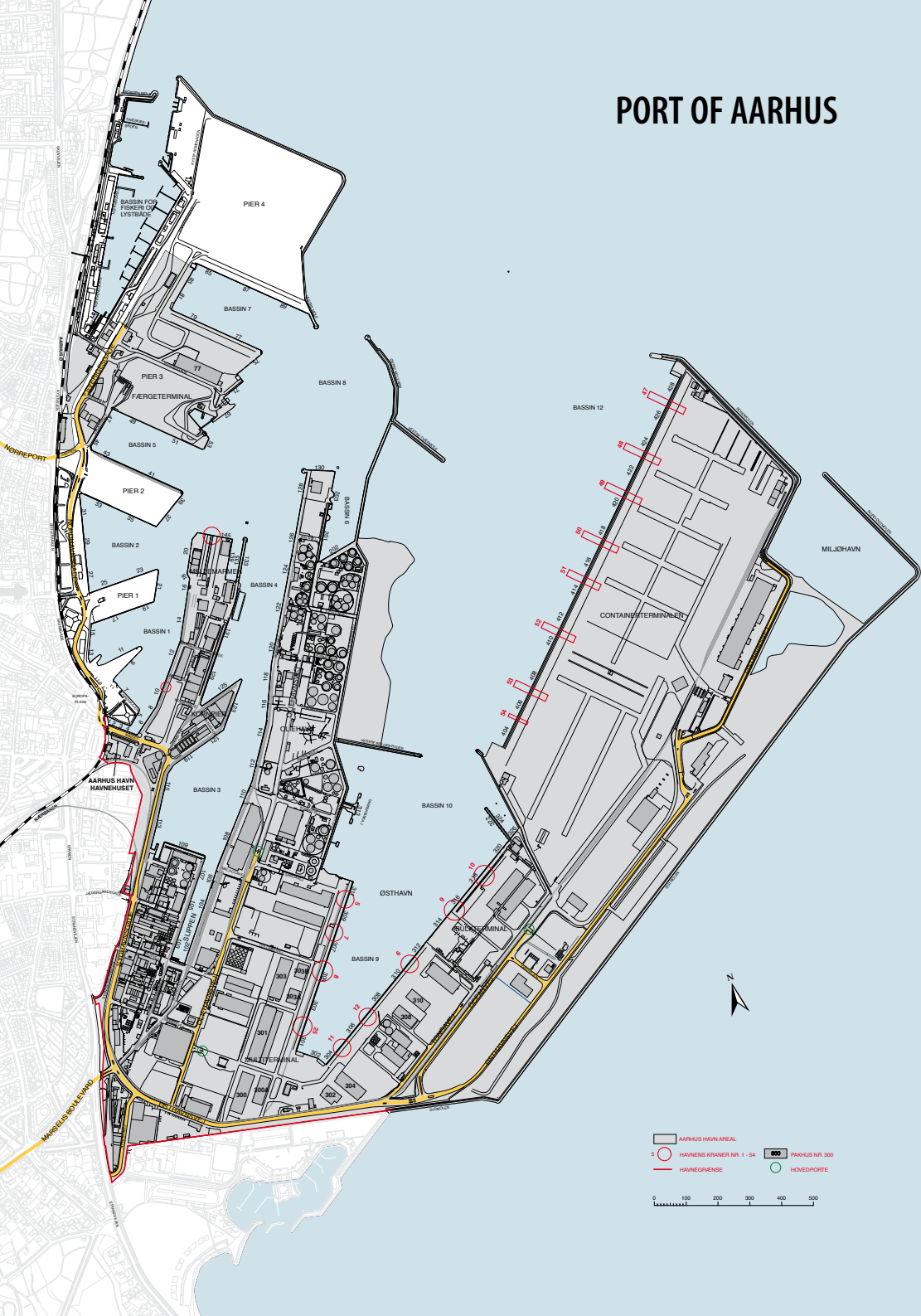
Market:
Nicolai Krøyer, Chief Commercial Officer

Office hours:
Monday - Thursday: 8am-3.30pm
Friday: 8am-3pm

24-HOUR SERVICE

Port of Aarhus
Operations Centre
Telephone: +45 86 13 32 66
Fax: +45 86 76 02 37
maritim@port.aarhus.dk
security@port.aarhus.dk
VHF Kanal 12

PORT OF AARHUS



- AARHUS HAVN AREAL
- HAVNENS KRANER NR. 1 - 54
- HAVNEGRÆNSE
- HØVEDPORTE
- 300 FMØKUS NR. 300



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