

General Terms and Conditions

(as amended on December 12th 2007)



SINCE 1986

- ▲ **SEA PORT**
- ▲ **DRY PORT INDUSTRY**
- ▲ **RAIL PORT**
- ▲ **OFFSHORE WIND**

General Terms and Conditions

(as amended on December 12th 2007)

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I. General Provisions

§ 1 Recitals

1. The Fährhafen Sassnitz GmbH is a general port service provider and is particularly acting as operator of terminals and ferry terminals, provides cargo handling and warehousing services and is a company for services related to goods and transport means, mooring and unmooring services or haulage of ships.
2. In addition, the Fährhafen Sassnitz GmbH provides the right to use their infrastructure, in particular track and railway equipment, the road systems as well as warehousing and other port operating facilities.

§ 2 Area of application and supplemental regulations

1. The General Terms and Conditions (GTC) shall apply to all business relations of Fährhafen Sassnitz GmbH and any agreements concluded within the context of their business.
2. In addition to the GTC on hand, all relevant regulations under public law shall be observed while using the port facilities. The Port Ordinance of Mecklenburg-Vorpommern (HafVO M-V) as per 17/05/2006 (gazette of laws and ordinances M-V 2006, p. 355), The State Ordinance on the Handling with Dangerous Goods in the Ports of Mecklenburg-Vorpommern (Dangerous Goods Port Ordinance – HGGV) as per 13/09/1991 (gazette of laws and ordinances M-V, p. 375) and the Regulation concerning the Use of the Port issued by the City of Sassnitz in its valid version shall apply in particular.

II. Port and operating regulations

§ 1 Area of application and purpose

1. The area of application of the GTC on hand includes the following regulations in terms of the use of the quay facilities and wharfs operated by the Fährhafen Sassnitz GmbH.
2. Quay facilities include in particular exposed areas, cargo quays, ramps, access and exit areas, handling technology, tracks and equipment and properties at the port.
3. The quay facilities are designed for the roll-on /roll-off and ferry traffic, conventional cargo and railway traffic and the warehousing of handled goods at sites and areas prepared for this purpose.

§ 2 Obligations of users

1. Persons, staying at the premises of Fährhafen Sassnitz GmbH or entering the premises on vehicles or use them otherwise, have to comply with the instructions and prohibitions displayed on signage and must follow the instructions of the supervising staff appointed by the Fährhafen Sassnitz GmbH.
2. Any violation may involve that persons can be denied access to the premises of Fährhafen Sassnitz GmbH permanently or for a specified period.

3. The same applies, if facts about persons are known that may give reason to believe that their stay at the premises of Fährhafen Sassnitz GmbH may compromise the safety and order of port activities.

§ 3 Wharfs

1. Notwithstanding the wharf assignment by Fährhafen Sassnitz GmbH, the Port Office and/or the Port Captain, every ship manager shall be responsible for the compliance of his ship with the regulations under public law, when occupying the assigned port wharf.
2. In the interest of an optimal exploitation of facilities and providing an unobstructed traffic, the Fährhafen Sassnitz GmbH may request that ships are hauled to other wharfs and/or leave the port, if necessary.
3. Should the ship manager disregard the instructions hereto, the Fährhafen Sassnitz GmbH shall be entitled to have the ordered measures executed for account of and at ship's risk by third parties or request indemnification for any lost revenues, incurred through disregarding the instructions given by Fährhafen Sassnitz GmbH.

§ 4 Pre-stowage, transport and storage areas

1. The pre-stowage, transport and storage area are exclusively reserved for rolling units designed for ex- and/or import, especially trailers, trailer trucks, trucks and passenger cars. Any exceptions require the approval of Fährhafen Sassnitz GmbH.
2. The remuneration for using the pre-stowage, transport and storage areas provided by Fährhafen Sassnitz GmbH is determined by the harbour charge of the respectively valid fee ordinance. In case of loss or damage of stored units and/or transported goods, the Fährhafen Sassnitz GmbH shall only exercise care to an extent that they usually take in their own affairs.
3. The insurance of goods stored in warehouses or in exposed areas especially against theft, fire, water, frost lies exclusively in the responsibility of the entity storing goods.

§ 5 Dangerous goods handling

1. Any person, who conveys dangerous goods to the port premises of Fährhafen Sassnitz GmbH, shall be responsible for the compliance with the State Ordinance on the Handling of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (HGGV) referred to in section I § 2 paragraph 2 of the GTC on hand.
2. Dangerous goods must be notified to the Fährhafen Sassnitz GmbH at least 24 hours before conveyance to the port premises. For line operations, incoming dangerous goods must be notified when leaving the departure port at the latest, for outbound dangerous goods at the time of conveyance to the port premises at the latest.
3. Any goods that are not subject to the regulations of the State Ordinance on the Handling of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (HGGV), but may cause danger due to their specific characteristics, have to be marked respectively.
4. Any goods that are hazardous to health or appear unfit for storage for any other reason, may be excluded from the storage.
5. Vehicles loaded with dangerous goods and which are not immediately handled and/or do not immediately leave the port premises, must be parked on the specifically marked parking spaces for dangerous goods.

§ 6 Passenger traffic

1. The embarking and disembarking of persons in ship traffic is only permissible at specifically equipped and marked shipping facilities.
2. The facilities pursuant to paragraph 1 may only be used with express permission of Fährhafen Sassnitz GmbH.

§ 7 Hours of work

1. The regular hours of work on business days at port premises of Fährhafen Sassnitz GmbH is between 06:00 hrs to 18:00 hrs and 19:30 to 04:00 hrs.
2. If necessary, it may be individually agreed to work outside regular hours of work. In this case, unloading and loading work outside regular hours of work under paragraph 1 must be applied for within 12 hours before the scheduled activities. This does not apply to the handling of ferry and roll-on/roll-off ships in regular line operation.

§ 8 Business Office / Operating

1. The business office of Fährhafen Sassnitz GmbH and the office for dangerous goods are, except for public holidays, available from Monday to Friday between 08:00 to 16:30 hrs.

Business Office

Phone: +49 (0) 3 83 92 / 55 209

+49 (0) 3 83 92 / 55 231

Fax: +49 (0) 3 83 92 / 55 240

Office for dangerous goods

Phone: +49 (0) 3 83 92 / 55 257

Fax: +49 (0) 3 83 92 / 55 213

2. The Fährhafen Sassnitz GmbH is also available via a 24-h operating service:

Phone: +49 (0) 3 83 92 / 55 200

+49 (0) 3 83 92 / 55 222

Fax: +49 (0) 3 83 92 / 55 213

III. Business conditions

§ 1 Placement and content of orders

1. The services of Fährhafen Sassnitz GmbH shall be rendered on the basis of orders submitted in writing, which shall be confirmed by Fährhafen Sassnitz GmbH in writing.
2. Placed orders must contain all information that Fährhafen Sassnitz GmbH requires to ensure a proper order fulfilment. For ship clearance services, the forms for ship's notice of arrival and departure must be generally filled in completely.
3. In addition, the order must include all instructions regarding the handling of goods.
4. The ordering party shall assume warranty for the correctness of any information given by it.
5. Any changes on the order must be notified to Fährhafen Sassnitz GmbH immediately in writing.

§ 2 Right of verification

The Fährhafen Sassnitz GmbH shall be entitled to verify all information on the respective order for its correctness.

§ 3 Compliance with contractual obligations / intervention of third parties

1. Unless otherwise expressly agreed, the Fährhafen Sassnitz GmbH shall be entitled to convey fulfilment of contractual services to third parties.
2. Furthermore, Fährhafen Sassnitz GmbH shall act as agent of port services, particularly in connection with loading and unloading activities. In such cases, Fährhafen Sassnitz GmbH expressly advises that relevant services are offered on behalf of third parties and Fährhafen Sassnitz GmbH will not act as ordering party. An agency mandate relationship shall be established only between the respective ordering party and the third party. The terms of contract and liability provisions between the respective ordering party and the third party shall apply.

§ 4 Handling of goods

1. Handling operations shall be generally performed by means of the corporate handling and transport equipment operated by the competent personnel of Fährhafen Sassnitz GmbH.
2. By way of exception, handling operations may also be performed by equipment provided by the ship and personnel provided by the ship, particularly, if Fährhafen Sassnitz GmbH shall not be able to perform such operations due to lack of technical means or own competent personnel. For this purpose, any individual case requires an explicit single contractual agreement.
3. The use of handling and transport equipment of third parties requires the approval of Fährhafen Sassnitz GmbH. The approval may be given in particular, if all relevant equipment can not be provided by Fährhafen Sassnitz GmbH.
4. Shall the ordering party perform handling and transport operations by themselves or by third parties, the Fährhafen Sassnitz GmbH shall be entitled to charge a fee that comprises the profit lost due to the performance by the ordering party or third parties.

5. After performing handling and transport operations by the ordering party or third parties, the quay facilities shall be cleaned and tidied. Any items that fell into the port basin shall be removed. Should the ordering party fail to immediately comply with the aforementioned obligations although it was requested to do so, the Fährhafen Sassnitz GmbH may perform removal and cleaning activities on their own and at the expense of the ordering party or have the work done by third parties.

§ 5 Limitation of handling operations

1. The handling of goods shall not comprise goods, which are, due to their characteristics, composition and/ or packaging, not qualified for acceptance and/or compromise the safe handling of goods.
2. For the handling of precious objects, objects of art, noble metals, currency and commercial papers, live animals as well as fragile, temperature-sensitive, perishable and other goods, the handling of which at the premises of Fährhafen Sassnitz GmbH requires special precautions, the acceptance and handling conditions must be agreed separately. The agreement shall be obtained by the ordering party. Shall a separate agreement not be concluded, the Fährhafen Sassnitz GmbH shall not be liable for any damages caused by the special condition of these goods.
3. Any goods that endanger the port premises or other goods stored or handled at the port premises, must be immediately removed from the port premises upon request of Fährhafen Sassnitz GmbH. Shall the ordering party fail to comply with the respective instructions, the Fährhafen Sassnitz GmbH shall be entitled to have advised measures performed by Fährhafen Sassnitz GmbH or third parties for account and at the risk of the ordering party.

§ 6 Ship clearance

1. The notified loading and unloading operations shall be performed in compliance with the order confirmation.
2. The ship clearance of line-operated ships that regularly call the port of Sassnitz at timely announced schedules is given priority over all other vehicles.
3. For the loading and unloading, cargo manifests (freight lists etc.) must be submitted in such a timely manner that Fährhafen Sassnitz GmbH may coordinate the required handling dispositions. Loading and unloading ships shall coordinate their activities in a way that the handling operations will not be delayed or interrupted.
4. The Fährhafen Sassnitz GmbH shall be entitled to stop goods handling operations and request that the ship shall be hauled to another wharf, if this may be required for goods handling reasons or if the ship or the ship's own stevedores shall fail to adequately comply with their obligations as a result of lack of personnel, denial of ordered overtime work or any other reasons including reasons of force majeure. For any prejudices resulting from it, the Fährhafen Sassnitz GmbH shall not be responsible.
5. Shall the ordering party use, at their own expense, a supercargo or ship's own stevedore, it shall take sole responsibility for the adequate loading of the ship.

§ 7 Loading

If the Fährhafen Sassnitz GmbH has performed the loading of delivered goods, the loading of any unit loads shall be deemed as delivery to the party entitled to dispose of the respective means of transport.

§ 8 Loading of ships

1. Unit loads are transported by Fährhafen Sassnitz GmbH according to the placed order to the stowage predetermined by the ship.
2. Conventionally transported cargo is placed by Fährhafen Sassnitz GmbH with suitable equipment on board the ship. Every hoisting shall be deemed accepted by the ship, when it has passed the ship's rail completely.
 - a) The lifting appliances of Fährhafen Sassnitz GmbH work in the ship's range from and to the rail according to the instructions of persons authorized by the ship. In this respect the ship shall be responsible to take care of adequate signalling by a signalman.
 - b) The ship shall be obliged to perform any required supportive measures, e.g. the guiding of cargo or the taking-off of cargo from the crane hook. Should the ship fail to comply with this obligation, the Fährhafen Sassnitz GmbH may appoint own personnel. These services are charged separately.
 - c) Upon request, the staff of Fährhafen Sassnitz GmbH shall be granted access to the areas of the ship, in which the Fährhafen Sassnitz GmbH operates with their lifting appliances. However, the personal responsibility of the personnel appointed by the ship for any assigned work, e.g. signalling, shall remain unaffected.
3. Rolling unit loads moved with handling equipment of Fährhafen Sassnitz GmbH shall be deemed delivered to the ship, when they were placed at the stowage predetermined by the ship. On board the ship, the stowage is performed according to the instructions and the signalling of the persons appointed by the ship.
4. The ship shall be liable for any damages caused by incorrect instructions or signalling of the persons appointed by the ship.

§ 9 Unloading of ships

1. Unit loads will be unloaded and transported ashore by the Fährhafen Sassnitz GmbH according to the placed order.
2. Conventionally transported goods must be, for the purpose of unloading by the ship's own stevedores, attached to the lifting appliances in the hatch or on deck in a way that the crane hook and the crane rope are positioned vertically during hoisting. The goods shall be deemed – subject to detailed specification of quantity, condition etc. – accepted by Fährhafen Sassnitz GmbH, when they have passed the ship's rail.
3. Rolling unit loads moved with handling equipment of Fährhafen Sassnitz GmbH shall be deemed delivered to the Fährhafen Sassnitz GmbH, when they were attached to the respective handling equipment. In the area of the ship, unloading operations are performed according to the instructions and the signalling of the person appointed by the ship.
4. The Fährhafen Sassnitz GmbH shall detain unloaded goods until their delivery to the recipient and/or further transshipment to the connecting transport means. With the delivery and/or further transshipment to the connecting transport means, the goods shall be

deemed accepted by the recipient and/or person authorized to dispose of the respective connecting transport means.

5. Incidentally, § 8 paragraph 2 to paragraph 4 of this section shall apply respectively.

§ 10 Railway traffic

1. The Fährhafen Sassnitz GmbH shall not perform loading of ferries and ships with railway cars. It shall not be liable for any damages caused in connection with these activities.
2. The Fährhafen Sassnitz GmbH shall provide their rail infrastructure to any railway transport company. Detailed provisions for railway transport companies are stipulated by the applicable rail utilization conditions of Fährhafen Sassnitz GmbH.

§ 11 Motor vehicle traffic

1. Goods arriving or departing on motor vehicles shall be unloaded or loaded by Fährhafen Sassnitz GmbH according to detailed instructions of the orders placed to Fährhafen Sassnitz GmbH.
2. Should the loading be performed by Fährhafen Sassnitz GmbH, the goods arriving on motor vehicles are stowed according to the instructions of the driver. The adequate fixation to protect the goods and the operating safety of the motor vehicle lie in the responsibility of the driver.

§ 12 Fees

Any fees for the services offered by the Fährhafen Sassnitz GmbH on and at the quay facilities are charged according to the valid fee ordinance of Fährhafen Sassnitz GmbH.

§ 13 Payment terms

1. The remuneration shall be paid in compliance with the terms stipulated in the order confirmation.
2. If no separate agreement has been made, all invoices of Fährhafen Sassnitz GmbH shall be paid due net within 14 days of receipt.
3. In the case of a remittance, the payment obligation shall only be fulfilled, when the invoiced amount was posted on the notified bank account of Fährhafen Sassnitz GmbH.
4. At order placement, the Fährhafen Sassnitz GmbH shall be entitled to make the fulfilment of agreed services conditional on the advance payment of the accrued remuneration.

§ 14 Contractual exclusion of set-off

Claims of Fährhafen Sassnitz GmbH may only be offset with undisputed or legally ascertained counter claims.

§ 15 Liability of the ordering party

1. The ordering party shall be liable for any damages of the goods themselves, of facilities of Fährhafen Sassnitz GmbH, of goods stored or handled there or caused by third parties, if these damages arise from incorrect, inaccurate or delayed information, particularly

regarding quantity, weight or condition of goods and from defective or inadequately packed goods.

2. Furthermore, the ordering party shall be liable to Fährhafen Sassnitz GmbH for any damages at the facilities of Fährhafen Sassnitz GmbH attributable to the ordering party.
3. In addition, the ordering party shall be liable to Fährhafen Sassnitz GmbH for any damages that arise from the non-compliance with directions and instructions given to the ordering party.
4. The ordering party shall be liable for the default of persons, whom it used to fulfil contractual obligations, to the same extent as personal default.

§ 16 Liability of Fährhafen Sassnitz GmbH

1. The following limitations of liability shall apply independent from the contractual or non-contractual claim basis on which a restitution claim is established.
2. Further limitations of liability in other provisions set out in these GTC and/or individual agreements shall remain unaffected.
3. The Fährhafen Sassnitz GmbH shall be liable for any culpable damages arising from injury to life, body and health, which can be attributed to Fährhafen Sassnitz GmbH.
4. The Fährhafen Sassnitz GmbH shall furthermore be liable for any culpable breach of such obligations, where their fulfilment forms the primary precondition for the adequate execution of the contract and where the ordering party may trust normally (cardinal obligations) in the compliance with such obligations.
5. Generally, the liability of Fährhafen Sassnitz GmbH shall be excluded, if it did not arise from the wilful or gross negligent breach of duty of Fährhafen Sassnitz GmbH and/or their legal representative or accomplice. This shall particularly apply in following cases:
 - a) For damages arising from crane handling operations or operations with other handling equipment, in particular
 - aa) In case of material damages to items, which are stowed inappropriately under or immediately next to the goods to be handled;
 - bb) In case of material damages in the cargo hold or at the ship, if the ship is not suitable for the agreed kind of handling;
 - cc) In case of material damages to components, equipment or accessory of the ships that are likely to get in contact with handling equipment and that are not secured by appropriate protection equipment, which is in good condition;
 - dd) In case of material damages caused by third parties, especially through inappropriate attaching of goods or operating of the gripper or through inappropriate composition of loading equipment;
 - ee) In case of material damages to other items caused through falling of heavy loads;
 - ff) In case of material damage to rolling unit loads, which are particularly caused through incorrect instruction of signalling of persons appointed by the ship or other third parties;
 - b) For damages arising from force majeure, natural disasters, war and civil war or war-like events, particularly acts of terrorism, strike, lock-outs, labour unrests, political assaults, turmoil, other civil commotions, sabotage, withdrawal or interference by sovereign act or official ordinances;

- c) For damages arising from an incorrect order placement by the ordering party and/or their assets, including but not limited to track storage charges, ship demurrage and other expenses;
 - d) In case of robbery, theft, vandalism, fire, damages caused by high water, flooding, frost, storm and explosion;
 - e) For damages arising from wastage, shrinkage, breakage, rust, inherent decay, breakdown or leakage as a result of the specific characteristics of the goods and vermin;
 - f) For deficiencies of the seaworthy packing;
 - g) For effects of the weather or other external exposures, if goods are, according to custom and usage and as agreed, stored in exposed areas;
 - h) For damages as a result of assistance provided by Fährhafen Sassnitz GmbH in case of any accidents.
6. The liability of Fährhafen Sassnitz GmbH for material damages shall be limited to the extent of damage customary while implementing the usual risk in this industrial sector. They shall not be liable to any atypical, direct or consequential damages.
7. As far as Fährhafen Sassnitz GmbH shall be liable for damages or loss of goods, the duty of replacement shall be limited to the common market value, and if this value can not be identified, it shall be limited to the value of goods of the same kind and composition at the time of the damaging event and at the loading and unloading place.
8. For any liabilities, the duty of replacement of Fährhafen Sassnitz GmbH regarding personal and/or material damages shall be limited to a maximum amount of 10,000,000.00 Euro and regarding property loss to a maximum amount of 250,000.00 Euro per damage event. Should the cumulative amount of individual claims per damage event be higher than the stipulated maximum amounts, the maximum amounts shall be prorated to the calculated individual claims.

§ 17 Notice of claim

- 1. Any damage must be notified to Fährhafen Sassnitz GmbH immediately in writing within 48 hours at the latest after the damage event was noticed.
- 2. The ordering party shall notify Fährhafen Sassnitz GmbH of the loss or externally identifiable damaging of a commodity or motor vehicle not later than at the delivery of the commodity. Otherwise, it may be implied that the commodity or motor vehicle was delivered in the contracted condition.

§ 18 Statutes of limitation

- 1. Any claims against Fährhafen Sassnitz GmbH shall become statute-barred within one year.
- 2. The statutory period shall start in the case of loss, impairment or damaging of goods or in case of an otherwise inappropriate handling or delivery of goods after the day expired on which the commodity was delivered or should have been delivered.
- 3. In all other cases the statutory period shall start by the end of the year, in which the claim occurred and the ordering party noticed or should have noticed without gross negligence the circumstances under which the claim is based and the identity of the defaulter, namely the Fährhafen Sassnitz GmbH.

§ 19 Final provisions

1. Any privity of contract of Fährhafen Sassnitz GmbH to their ordering parties or third parties, including potential legal successors, shall be governed by German law.
2. Place of performance shall be Sassnitz.
3. Place of jurisdiction for any legal disputes arising from the agency mandate relationship or related hereto shall be Stralsund. For any claims against Fährhafen Sassnitz GmbH, this place shall have exclusive jurisdiction.

Sassnitz, December 12th 2007