

Quay Tariff



LÜBECKER
HAFEN-
GESELLSCHAFT
mbH

Valid from 1st January 2009

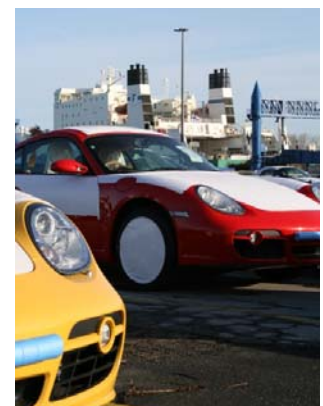


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General Conditions

1. Basis of Contract

- 1.1. The client of services of all kinds or the user of the public wharf facilities which are operated by the Lübecker Hafen-Gesellschaft mbH (hereinafter called LHG) accepts the General Business Conditions, the Quay Tariff in the latest version, as being the basis of this contract.
- 1.2. The users of the port are obliged to observe all relevant regulations under public law relating to the use of the public port facilities, in particular the Fee Regulations of the LHG and the Hansestadt Lübeck for the utilization of the public port areas as revised at the time, the Port Regulations for the ports in Schleswig-Holstein and the Port Security Regulation and the Port Fee Regulation for the Disposal of Ship Waste in the port facilities operated by the LHG. The port users also undertake to comply with these General Conditions in force at the time.

2. Handling and Warehousing requiring prior approval

- 2.1. Where the handling of certain goods requires an approval, the handling will not be carried out until and unless such an approval is presented.
- 2.2. The LHG may reject goods if they are unsuitable for warehousing. Hazardous goods may only be stored in the area of the port on spaces specifically provided for such goods and with the express authorization of the port authority of the Hansestadt Lübeck and the LHG. Explosive goods are ruled out from storage.

3. General principles of calculation

- 3.1. The LHG will charge its clients and users of its port facilities for all LHG services.
- 3.2. The calculation of bulky goods is made by dividing the m³ volume by the gross weight in tons.
- 3.3. If not otherwise specified herein, the fees will be calculated by the gross weight. Other tariff units commenced will be counted as full units.
- 3.4. Goods that must be set down for reason of stowage (storage space, warehousing shed, means of transport) are invoiced as goods in the indirect handling.
- 3.5. Empty uncleaned vehicles or containers contaminated with residual hazardous goods will be grouped as hazardous goods.
- 3.6. The handling rates do not include the securing of cargo on/in carrying vehicles or in containers. The securing of cargo will be charged at the hourly rates for time wage and the provision of equipment.

- 3.7. The minimum charge for each individual service and for each accounting period of warehousing fee is..... 31.75 €
- 3.8. The handling of unnotified units will be subject to a surcharge of (Code 10).....21.20 €
- 3.9. Clearing fee for units delivered and subsequently withdrawn, per unit (Code 20).....31.75 €
- 3.10. Processing fee for forms not introduced by the LHG, or incompletely or incorrectly filled-in forms, per application form (Code 30)31.75 €
The LHG order form is available in the Internet under www.lhg-online.de, Infopool, forms, order form.
- 3.11. Collective and partial cargo loads requiring special sorting work, are subject to a surcharge. The surcharge is listed in the relevant fee schedule.
- 3.12. Direct handling: Unloading or loading of goods from a vehicle or container directly on vehicles or into containers
- 3.13. Indirect handling: Unloading of goods from a vehicle or containers onto the storage space and subsequent reloading on/in vehicles or containers.

4. Special Services

- 4.1 All special services not specifically listed in the quay tariff, will be charged at the hourly rates quoted in the quay tariff.

5. Working Times

- 5.1 The handling fees mentioned in the Quay Tariff shall apply to work and services carried out within the first shift of a working day between Monday and Saturday. Any work performed outside this regular working time is subject to surcharges according to the hourly rates of the quay tariff.

6. Placing of orders /Notification

- 6.1. Orders must be placed in writing. They must contain all particulars required for proper handling and proper warehousing. All directions concerning the treatment of the goods must be included in the order. In the absence of such a written order the LHG is not under obligation to carry out any work.
- 6.2. As far as the LHG provides order forms, the work will only be carried out if the client has completed these forms in all detail and has delivered them with his signature.
- 6.3. The client assumes the guarantee for the correctness of the particulars filled-in, in particular in respect of the kind, quantity and weight of the goods.
- 6.4. All handling work must be notified by 12.00 noon on the preceding day. Where work is required on Sunday, the notification must reach the LHG by Friday 12.00 noon.

7. Turnover Tax

- 7.1. Turnover tax at the rate laid down in the Turnover Tax Act will be added to all fees specified in this Quay Tariff, as far as fees are liable to turnover tax.

8. Final Provisions

- 8.1. The place of jurisdiction for all legal disputes in connection with and resulting from this contract shall be Lübeck, if the client is a businessman, a legal entity under public law or Federal Government's Special Fund. The agreement on the place of jurisdiction shall also apply if the client has no general place of jurisdiction in the inland. The LHG shall also be entitled to file a legal action at the client's place of residence.
- 8.2. The law of the Federal Republic of Germany shall be applicable.
- 8.3. Should any provisions of the foregoing General Conditions be ineffective or set aside by agreement, the effectiveness of the other provisions shall nevertheless remain in full force and effect. The contract parties are obliged to replace any ineffective provision for such other provisions which is legally effective and is as close as possible to the purpose and economic result of the ineffective provision.
- 8.4 The Quay Tariff enters into legal effect on 1st January 2009.

Quay Handling - Boats

1. No supplemental fee will be charged for boats measuring more than 5-fold
2. In cases of indirect handling it will be necessary for the client to provide the necessary auxiliary aids, such as boat trestles or boat supports, at his own expense.
3. Additional services, such as the insertion or erection of boat masts, relocation of boat trestles, disposal of boat trestles and lashing material etc., shall be charged according to own expenditure.

Handling of boats by means of high-lift stacker truck:

Code	Service	Grades	Calculation	Price direct	Price indirect
100	per stacker truck	boats up to 1,500 kg	per lift	75.65 €	151.30 €
100	per stacker truck	boats up to 3,000 kg	per lift	116.95 €	233.85 €
100	per stacker truck	boats over 3,000 kg	per lift	175.10 €	350.20 €

Handling of boats by means of a shore crane up to 40.0 tons lifting capacity

Code	Service	Calculation	Price
200	per shore crane up to 40 tons lifting capacity	for each ½ hour commenced and per boat	361.85 €

Quay handling - Containers or Swap Bodies

1. The handling rates shall only apply to standardized units.

Handling of containers or swap bodies

Code	Service	Calculation	Price
300	Container or swap bodies by KLV handling equipment	per lift	45.50 €
300	Unfolding and folding up of supporting legs for swap bodies	each operation	14.60 €
300	Surcharge for containers or swap bodies with hazardous goods	each unit	11.30 €

Quay Handling - Motor Vehicles, Trailers and Semi-Trailers

Gate-in or gate-out delivery of ready-to-start motor vehicles and trailers by the carrier himself

Code	Service	Grades	Calculation	Price
400	Carrier	motor vehicle up to 3,000 kg, tracklaying vehicles, see dredgers, construction machinery etc.	per motor vehicle	39.80 €
400	Carrier	motor vehicles, trucks and trailers without load, 3,001 kg and more tracklaying vehicles see dredgers, construction machinery etc.	per motor vehicle	79.05 €
400	Carrier	dredgers, wheel loaders, other construction machinery and tracklaying vehicles	per motor vehicle	100.20 €

Gate-in or gate-out delivery of ready-to-start vehicles and trailers by the LHG personnel

Code	Service	Grades	Calculation	Price
500	LHG personnel	motor cars up to 3,000 kg, track-laying vehicles see dredgers, construction machinery etc.	per motor vehicle	52.90 €
500	LHG personnel	motor cars, trucks and trailers and semi-trailers without load, track-laying vehicles see dredgers, construction machinery etc. 3,001 kg and more,	per motor vehicle	103.70 €
500	LHG personnel	dredgers, wheel loaders, other construction machinery and track-laying vehicles	per motor vehicle	135.45 €

600 Handling of vehicles and trailers with the use of a high-lift stacker truck or shore crane **on request**

Handling of Trailers

Code	Grades	Calculation	Price
700	Trailer per KLV handling equipment	per lift	56.10 €
700	Surcharge for trailers with hazardous goods	per trailer	11.30 €

Quay handling - Mixed Cargo - including loads measuring 5-fold to 10-fold

1. The loading into or unloading from containers is subject to a surcharge of 25 %.

Handling of Mixed Cargo

Code		Packing	Calculation	Price direct	Price indirect
800	Per stacker measuring up to 5-fold	palletized	per 1,000 kg	17.35 €	34.70 €
800	Per stacker measuring up to 5-fold	unpalletized	per 1,000 kg	21.80 €	43.60 €
800	Surcharge for groupage and partial loads measuring up to 5-fold		per 1,000 kg	4.05 €	4.05 €
900	Per stacker truck goods measuring 5-fold to 10-fold	palletized	per 1,000 kg	28.35 €	56.75 €
900	Per stacker truck goods measuring 5-fold to 10-fold	unpalletized	per 1,000 kg	37.80 €	75.55 €
900	Surcharge for groupage and partial loads measuring 5-fold to 10-fold		per 1,000 kg	8.05 €	8.05 €
1000	Handling of goods measuring more than 10-fold				on request
1100	Surcharge for hazardous good		per 1,000 kg	3.85 €	3.85 €
1200	Handling of mixed goods of all kinds with the use of a crane				on request

Heavy Cargo weighing 10 tons and upwards

1. The calculation is based on the understanding that the heavy cargo is prepared for slinging up. Standard gear for slinging up is available for the handling process. Where special slinging gear must be used the client or carrier is requested to provide such special gear. Instructions for use and the gear for slinging up must be arranged in advance with the LHG planning department at least two days prior to handling.

Handling of heavy cargo weighing 10.0 to 40.0 tons unit weight per package

Code	Service	Calculation	Price direct
1300	Prepared for slinging, measuring up to 5-fold	per 1,000 kg	23.00 €
1300	Minimum charge	per lift	361.85 €
1300	Handling of heavy cargo exceeding 40 tons per package		on request
1300	measuring heavy cargo		on request

Special Services

1. All special services, as far as these are not specified in the following list, shall be calculated according to the hourly wage rates and hourly equipment rates specified in the Quay Tariff

Code	Service	Calculation	Price
1400	Sweeping out of transport vehicles and transport containers (swept clean)	each unit	31.75 €
1500	Attachment and removal of tarpaulins (rear)	per trailer or truck	31.75 €
1600	Starting aid for motor vehicles with the use of a standard bridging cable and standard means	per vehicle	73.55 €
1700	Completion of handling papers, certificates or weight lists	each operation	31.75 €
1800	Power supply for trailers or containers including connection to and disconnection from power source for the first 24 hours commenced, and for each further 24 hours commenced		68.80 € 37.60 €
1900	Transfer from storage area to reloading point or vice versa	per trailer, ro-ro-trailer, chassis per cassette or SECU	39.70 € 54.00 €
2000	Transfer from storage area to reloading point and back to storage area	per trailer, ro-ro-trailer, chassis per cassette or SECU	59.80 € 80.45 €
2100	Disposal of domestic garbage and special waste		on request
2200	Weighing		on request

Gate Charge

1. A gate charge will be levied for the entry to or departure from the port facilities of the LHG through the LHG Gate System on seaward incoming or seaward outgoing vehicles or containers, such as trailers, trucks, containers, swap bodies etc.

Code	Service	Calculation	Price
2200	Transport vehicles or containers in the unaccompanied or accompanied cargo service including scanning	per unit	3.60 €
2200	Accompanied trucks, without scanning	per unit	0.80 €

Warehousing Fee

1. Free warehousing periods are specified in the relevant schedule of rates.
2. The first warehousing day for incoming sea-borne goods is the working day following the last discharging day of the vessel.
3. For outgoing sea-borne goods and all other goods the first warehousing day shall be the working day following the day of delivery.
4. The last warehousing day for outgoing sea-borne goods is the first loading day of the vessel, for all other goods the actual loading day.
5. Where goods are warehoused for a longer period, the free-warehousing period is not applicable. The first payable warehousing day shall be the day on which the goods enter the storage.
6. The LHG reserves the right to collect warehousing fee in cash from the client or port user in advance, but no later than on departure of the units or goods from the port facilities of the LHG. This shall also be applicable to third parties who act on behalf of their clients.

Short-term warehousing - Goods of all kinds in the quay sheds or in roofed spaces

Code	Kind of goods	Free warehousing period	Calculation	Price
2400	Mixed cargo /heavy cargo	3 working day	1000 kg /calendar day	2.35 €
2400	Mixed cargo / heavy cargo measuring 5-fold up to 10-fold	3 working days	1,000 kg /calendar day	4.70 €

Short-term warehousing - Goods of all kinds in the quay sheds or in roofed spaces

Code	Kind of goods	Free warehousing period	Calculation	Price
2400	Mixed cargo /heavy cargo measuring over 10-fold			on request
2400	Hazardous goods	not applicable	per 1,000 kg /calendar day	7.00 €
2400	Frost-free storage, bulk goods and other goods not mention			on request

Long-term warehousing - Goods of all kinds in the quay sheds or in roofed spaces

Code	Kind of goods	Free warehousing period	Calculation	Price
2500	Mixed cargo / heavy cargo	not applicable	per 1,000 kg /calendar day	0.50 €
2500	Mixed cargo / heavy cargo measuring 5-fold to 10-fold	not applicable	per 1,000 kg /calendar day	0.90 €
2500	Mixed cargo /heavy cargo measuring over 10-fold			on request
2500	Hazardous goods			on request
2500	Frost-free storage, bulk goods and other goods not mentioned			on request

Open-air storage of all kinds of goods

Code	Kind of goods	Free warehousing period	Calculation	Price
2600	Mixed cargo / heavy cargo	3 working days	per 1,000 kg /calendar day	0.40 €
2600	Mixed cargo / heavy cargo measuring 5-fold to 10-fold	3 working days	per 1,000 kg /calendar day	0.65 €
2600	Mixed cargo /heavy cargo measuring over 10-fold			on request
2600	Frost-free storage, bulk goods and other goods not mentioned			on request

Open-air storage of boats

Code	Kind of goods	Free warehousing period	Calculation	Price
2700	up to 1,500 kg	3 working days	per boat /calendar day	13.75 €
2700	from 1,501 kg up to 3,000 kg	3 working days	per boat /calendar day	15.35 €
2700	over 3,000 kg	3 working days	per boat /calendar day	18.55 €

Open-air storage of vehicles

Code	Kind of goods	Free warehousing period	Calculation	Price
2800	up to 3,000 kg	3 working days	per unit /calendar day	3.65 €
2800	from 3,001 kg up to 5,000 kg	3 working days	per unit /calendar day	7.90 €
2800	over 5,000 kg	3 working days	per unit /calendar day	15.85 €

Open-air storage of containers or swap bodies

Code	Kind of goods	Free warehousing period	Calculation	Price
2900	Containers or swap bodies	3 working days		
	1st to 10th calendar day		per unit /calendar day	12.20 €
	11th to 20th calendar day		per unit /calendar day	14.30 €
	from the 21st calendar day		per unit /calendar day	16.40 €
2900	Surcharge for units with hazardous goods	not applicable to hazardous goods	per unit /calendar day	12.35 €

Demurrage Charge - Trucks and Trailers in open-air storage

1. Any trucks and trailers parked within the port facilities of the LHG are subject to truck demurrage charge on expiration of a free parking time. The parking is allowed at the port user's own risk. The LHG's liability is settled in § 13 of the General Conditions, i.e. the LHG does not assume any liability, except in cases specified in § 13 of the General Conditions.
2. Trucks and trailers using the port area solely for parking without having been brought in or out of the LHG port by any sea-bound water vehicles, are not allowed any free-storage period. The first day that is liable to storage fee shall be the day of gate-in delivery. The last day which is liable to storage fee shall be the day of gate-out delivery.
3. The LHG reserves the right to collect cash payment for truck demurrage charge from clients and port users in advance, however no later than on gate-out delivery of the units from the LHG port.

Code	Kind of goods	Free warehousing period	Calculation	Price
3000	Truck and trailer	3 working days	per unit /calendar day	12.20 €
3000	Surcharge on hazardous goods for trailers and semi-trailers, loaded with hazardous goods	not applicable	per unit /calendar day	12.35 €

Hourly Rates - Work at time-wage, waiting times and idle times**General calculation bases and conditions**

1. The handling rates specified in the Quay Tariff shall be valid for work carried out within the first working-day shift from Monday to Saturday. Any work outside this regular working time is subject to a surcharge according to the hourly rates.
2. Overtime will be charged by the hour commenced.
3. Work at time-wage, waiting times, idle times and provision of equipment will be charged by the half-hour commenced.
4. Working through break times without stopping will be charged as one hour overtime per man in addition to the hourly rates.
5. Where work has been ordered for the first shift on a working day, the waiting times before and during the actual activities will be invoiced.
6. Waiting times and idle times outside the first shift on a working day are generally invoiced.
7. Where shift work is ordered by a client, idle times after completion of the work are invoiced.
8. Waiting times and idle times on Sundays, days preceding holidays, holidays and first-class holidays are invoiced as a general rule.
9. On Sundays, on days preceding holidays, on holidays and first-class holidays, as well as work following the first shift on a working day, the total number of hours per shift/man plus the respective waiting times and idle times will be invoiced.
10. For days preceding holidays, a Sunday surcharge will be invoiced from 1 p.m. Days preceding holidays are the Saturday before Easter and Saturday before Whitsun, 30th April, 24th December and 31st December.
11. First-class holidays are New Year, Easter Sunday, 1st May, Whitsun Sunday, 25th and 26th December.
12. The surcharge for overtime, time-wage work, idle times and waiting times on first-rate holidays is 50 % on all prices payable for personnel hours on holidays.

Hourly rates for overtime surcharge**Overtime surcharge after the 1st shift on a working-day**

Code	Function of personnel	Calculation basis	Price
3100	Shed supervisor, foreman, technical supervisor	per man and hour	42.85 €
3100	Equipment operator and tallyman	per man and hour	40.95 €
3100	Dock worker	per man and hour	36.65 €

Overtime surcharge on Sundays, days preceding holidays, and on holidays

Code	Function of personnel	Calculation basis	Price
3200	Shed supervisor, foreman, technical supervisor	per man and hour	73.55 €
3200	Equipment operator and tallyman	per man and hour	70.10 €
3200	Dock worker	per man and hour	59.25 €

Hourly rates for time wage work, idle times and waiting times**Hourly rates for time wage work, idle times and waiting times within the 1st shift on working days**

Code	Function of personnel	Calculation basis	Price
3400	Shed supervisor, foreman, technical supervisor	per man and hour	80.45 €
3400	Equipment operator and tallyman	per man and hour	76.75 €
3400	Dock worker	per man and hour	70.80 €

Hourly rates for time wage, idle times and waiting times within the 2nd shift on working days

Code	Function of personnel	Calculation basis	Price
3500	Shed supervisor, foreman, technical supervisor	per man and hour	120.50 €
3500	Equipment operator and tallyman	per man and hour	115.00 €
3500	Dock worker	per man and hour	100.90 €

Hourly rates for time wage work, idle times and waiting times on Sundays, days preceding holidays and on holidays

Code	Function of personnel	Calculation basis	Price
3600	Shed supervisor, foreman, technical supervisor	per man and hour	157.95 €
3600	Equipment operator and tallyman	per man and hour	150.60 €
3600	Dock worker	per man and hour	136.95 €

Hourly rates for the provision of equipment without operator

1. In addition to the provision of equipment, clients will be charged for the equipment operator's service at the hourly time wage rate.

Code	Equipment	Calculation basis	Hourly rate
3900	High-lift truck up to 5 tons carrying capacity	per unit and hour	41.80 €
3900	High-lift truck up to 10 tons carrying capacity	per unit and hour	56.10 €
3900	High-lift truck up to 12 tons carrying capacity	per unit and hour	67.75 €
3900	High-lift truck over 12 tons carrying capacity	per unit and hour	109.00 €
3900	Tugmaster	per unit and hour	125.90 €
3900	Combined container handling unit	per unit and hour	227.50 €
3900	Shore crane up to 40 tons carrying capacity	per unit and hour	390.40 €
3900	Shore crane up to 100 tons carrying capacity		on request

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Annexes to Quay Tariff - General Terms and Conditions

I. General Conditions

1. General Provisions

- 1.1 By contract between the Hansestadt Lübeck and the Lübecker Hafen-Gesellschaft mbH (hereinafter called the LHG), the administration and operation of the port facilities in Lübeck have been transferred to the LHG.
- 1.2 The LHG runs the handling and warehousing business on the basis of contracts under private law concluded with the users of the port facilities which are managed and operated by the LHG.
- 1.3 These General Conditions are applicable to all LHG services rendered for their customers and for all users of the port facilities of the LHG. In addition the services of the LHG are subject to the current Wharfage List valid at the time and the fee regulation for the disposal of ships' garbage.
- 1.4 Any conditions of the ordering party conflicting with or diverging from our General Conditions are not accepted by the LHG unless we have expressly agreed in writing to their validity. Our General Conditions are also applicable if we provide our services without reserve although we are aware of the fact that the ordering party's conditions diverge from or are in conflict with our General Conditions.
- 1.5 No oral side agreements have been made. Any agreements supplementary to or diverging from our General Conditions must be made in writing.

2. Regulations under Public Law

- 2.1 The port users are obligated when using the public port facilities to observe all relevant regulations under public law, in particular the current fee regulation of the LHG and the Hansestadt Lübeck for the use of the Public Port Facilities in force at the time; and the port regulations for the ports in Schleswig-Holstein and the port safety regulations. The port users are under obligation to the LHG to comply with these requirements valid at the time.
- 2.2 If a claim is raised against the LHG by authorities on the basis of public law in connection with things having been brought into the area of the port facilities or in connection with other actions or omissions on the part of port users, the LHG may call for compensation from the users for all direct or indirect costs in relation with claims made by the public authorities.

3. Placing of Orders

- 3.1 Orders must be placed in writing. They must contain all details necessary for proper handling and proper warehousing. All instructions concerning the treatment of goods must be included in the order. In the absence of a written order, the LHG is not under any commitment to carry out the work.
- 3.2 As far as the LHG provides order forms, the work will only be carried out if the ordering party has completed such forms in all detail and has duly signed them.
- 3.3 The ordering party shall assume a guarantee that all details given in the order form are correct, in particular with regard to type, quantity and weight of the goods.

4. Ancillary Services

- 4.1 If not otherwise expressly agreed upon, the LHG will also provide the following ancillary services:
Weighing and counting of goods, where the ordering party has not indicated any weights or piece numbers and these details are indispensable for the calculation of the fee.
Taking into safe custody of any fastening materials found; such materials must be collected or declared for warehousing within three working days.
- Basic cleaning of rail trucks, containers, swap bodies and road trucks by means of a broom.
- 4.2 Further ancillary services are provided if are specifically ordered, e.g. lashing, sorting, weighing, counting, marking and repairing.
- 4.3 All ancillary services are subject to additional payment. If services are not listed in the Wharfage List their fee shall be negotiated separately.

5. The LHG's Rights and Obligations of Verification

- 5.1 The LHG is not obligated to verify the information provided by the ordering party. Verifications of piece numbers or signing marks will only be carried out where particulars in respect of piece numbers or signing marks are shown in the clearance papers. Verifications of parcel goods and counting checks in case of board-to-board handling will only be carried out by the LHG if a specific order has been placed.
- 5.2 If the LHG is in doubt about the correctness of the information given, it shall have a right to demand the presentation of the accompanying papers and, if necessary, also an inspection of the contents of the consignment. The LHG may also carry out a weighing or counting check.
- 5.3 If the verification reveals any discrepancies, the ordering party will be notified; in case of discharged cargo such a notification may be directed to the ship's management or the ordering party's local agent.
- 5.4 The costs of the re-weighing, re-counting or other verification measures, including the notification of any discrepancies, shall be payable by the ordering party, unless the difference revealed by the said verification is insignificant for the proper performance of the work and the correct calculation of the fee payable. A difference in weight exceeding 55 % is deemed to be significant.

6. Supervision in the Port Area

The instructions given by the LHG supervisory staff must be complied with, in particular the members of the Port Security. LHG shall be authorized to carry out checks on personnel and cargo.

7. Working Time

Orders will only be carried out by LHG within the working hours allowed under the labour law, in particular under the collective-agreement provisions.

8. Certificates, Inspections, Packaging

- 8.1 If requested by the ordering party, a certificate will be issued against payment, showing all work carried out by the LHG.
- 8.2 The inspection of goods for the determination of defects or for the drawing of samples is only allowed with the written approval of the party entitled to dispose of the goods. The inspection is subject to payment. The amount is calculated in accordance with the hourly rate of the accompanying person, as shown in the Wharfage List.
- 8.3 In case of imminent danger to the goods, the LHG is authorized, but not obligated, to repair the packaging of the goods at the expense of the ordering party.

9. Terms of Payment

- 9.1 As far as no specific agreement has been made, invoices are payable in Euros within 14 days from the date of invoice without any deduction. If payment is not made in due time, the LHG is authorized to charge interests by default at a rate of 8 % p. a. in excess of the basic interest rate. The assertion of further damage is not ruled out.
- 9.2 The ordering party may set off its own claim against the claims of the LHG claim only if its own claim is legally effective and beyond dispute. The ordering party has no right of retention in respect of claims which do not originate from the same contract.
- 9.3 If it turns out after conclusion of an order that the claim for payment is endangered by lack of financial capacity - specifically through the absence of credit worthiness - on the part of the ordering party, the LHG shall be entitled to call for immediate provision of security or cash payment without any deduction for all services provided and for prepayment for all services still to be provided.

10. Service Impediments

- 10.1 If the LHG is prevented from the provision of services within the agreed period of time due to circumstances which could not be recognized until after conclusion of the contract, specifically Force Majeure, Acts of God, measures of industrial disputes, lack of supplies, government interventions, difficulty in providing supplies, obstruction of traffic, unforeseeable operational failures, unforeseeable delay in deliveries or other circumstances of a similar nature, the commitment to provide services shall be suspended until the impediment has ceased to exist and to the extent of its effect. If the ordering party cannot reasonably accept this arrangement, he shall be entitled to withdraw from the contract after having given notice to the LHG for a reasonable period of time. In the cases specified by law (Sec. 323 II and IV, Sec. 325 V Civil Code) it is not necessary to grant this period of time. The LHG shall not be responsible for the non-performance or delayed performance due to the above-mentioned reasons. Any claim for damages or reimbursement of expenses shall be ruled out. In the event that the customer is responsible for any delayed performance, the agreed performance periods and dates shall be extended or postponed accordingly.
- 10.2 The LHG's liability for any delayed performance is limited to € 10,000.00. In other respects the liability is limited as defined in Clause 13 and/or Clause 24 and 30.

11. Change of Disposing Party

Should a change take place in the party holding the right to dispose of a consignment, the original customer shall also continue to owe all payments to the LHG.

12. Liability of Port Users

The port users, in particular the ordering party, shall be liable according to legal requirements for any and all damage caused by them or by the persons instructed to act on their behalf.

13. The LHG's Liability to Pay Compensation

- 13.1 The LHG is liable to pay compensation, for whatever legal reason, only in cases of intent or gross negligence on the part of agents or employees of the LHG. The foregoing exclusion of liability in respect of ordinary negligence does not apply to violation of essential contractual obligations. Concerning the violation of essential contractual duties and obligations, the liability is limited to typically foreseeable damage.
- 13.2 The liability of the LHG to pay compensation, for whatever legal reason, is restricted to a total amount of €12,000.00. The LHG points out that in individual cases it may be possible that claims arise for a loss or damage at a higher value. The LHG therefore offers to take out a relevant insurance policy at the expense of the ordering party.
- 13.3 Claims for damages based on contractual liability become statute-barred after one year counted from the date on which the service was provided; except in cases of intent. This is also applicable to identical concurring claims resulting from extra-contractual liability.
- 13.4 Any liability to pay compensation under a guarantee assumed by the LHG and any liability pursuant to other imperative legal standards are not affected by the above. The same applies to the causation of a claim involving the injury to life, bodily harm or health.
- 13.5 The handling and warehousing of cargo are subject to Clauses 24 and 30.

14. Requirement to Give Notice of Defects; Notice of Damage

- 14.1 Any damage/loss or complaint of all kinds shall be reported in writing to the LHG without delay, however not later than 7 days after its occurrence, giving full reasons. The LHG must be given an opportunity to verify the claim so asserted or have it verified by an authorized agent and/or to carry out a joint inspection for verification. If the ordering party fails to give the LHG such an opportunity the claim against the LHG regarding compensation for property damage and any other financial damage connected therewith - for whatever legal reason - is ruled out.
- 14.2 In view of the risk involved in the handling and warehousing operations it is recommended that ordering parties take out suitable insurances policies.

II. Special Provisions for Cargo Handling

15. Execution of Handling Work
All handling work on shore will be carried out by the LHG.
16. Handling Work subject to Special Authorization
Should authorization be required for the handling of certain goods, the handling work will not be carried out unless the said authorization is presented.
17. Hiring of Handling Equipment
- 17.1 If the LHG hires out any working equipment without the pertaining personnel, the equipment must be checked for its good working order on receipt. Subsequent assertions of defects, which would have been discovered by an adequate checking procedure, cannot be considered. After use, the working equipment must be returned to the point of delivery in a perfect working order.
- 17.2 The hirer shall be liable for the loss of or damage to the equipment, as far as the hirer or a third party acting on his behalf is responsible for the damage.
18. Notification of Handling Work
- 18.1 The LHG shall be advised of any forthcoming handling work by 2.00 p.m. on the preceding day. If Sunday work is required, the notification must be received by the LHG at the latest on Friday, 2.00 p.m.
- 18.2 If a customer fails to make use of the notified time reserved for handling, the LHG shall have the right to charge for the additional expenditure arising from waiting and idle time in accordance with the Wharfage List or the special customer contract.
19. Sequence of Clearance
- 19.1 Road vehicles are cleared in an order that takes account of the LHG's operational and organizational concerns. Vehicles which have not been booked in, will only be dealt with after those which have given prior advice.
- 19.2 The order for the clearance of ships and vehicles will be determined by the LHG in each individual case.
20. Berthing of Ships
- 20.1 Ships are not allowed to berth until they have reported to the port authority (Hafenbehörde) of the Hansestadt Lübeck and have been assigned a berthing place.
- 20.2 If instructions are given by the port authority, ships must shift their position in the port immediately.
- 20.3 The gangways of ships must be arranged in such a manner that they are not exposed to damage by crane operations or train shunting.
21. Loading and Unloading
- 21.1 The LHG shall determine the working equipment to be used for handling.
- 21.2 The ship's management and/or vehicle drivers shall prepare the vehicles in such a manner that the handling work can be carried out without creating a danger to the vehicle and/or the port facilities. In particular, it must be ensured that tacking and other objects in or on the hatch opening are not exposed to damage by crane work.
- 21.3 When the ship is being unloaded, the removal of cargo from the ship must be carried out at the same speed at which it can be received on shore; when the ship is being loaded, the cargo must be taken on board at the same speed at which the LHG is able to load. If idle time ensues on shore due to slow execution of loading or unloading, the idle time so caused will be charged according to the Wharfage List and/or the special customer contract.
- 21.4 Where road vehicles are being unloaded, the goods are to be placed in the area assigned by the LHG in such a manner that they can be taken up by means of handling equipment. Where road vehicles are being loaded, the goods will be placed in the area on the loading ramp assigned by the LHG.
- 21.5 Heavy goods or containers can only be handled by means of the heavy-load cranes. If this necessitates the shifting of ships or relocation of land vehicles, the ordering party will be charged for the costs arising.
22. Handling by Means of Cranes and Ground-level equipment
- 22.1 For incoming traffic and for handling operations from board to board, the gear for the load slinging shall be provided by the ship. In the case of outgoing traffic, such gear shall be provided by the LHG, if not otherwise agreed upon. The ship must ensure that a sufficient number of ship's tallymen are available. If no such tallymen are provided in sufficient number by the ship, the LHG shall be authorized to make such personnel available at the expense of the ship.
- 22.2 The goods to be handled must be placed vertically beneath the crane hook and ready for slinging up. Where goods are improperly slung up, the crane operator may refuse to continue his work. The crane will not be swung out.

23. Rates for Handling

The rates for the handling of normal goods and the types of goods to be handled are subject to the current Wharfage List if no special agreement has been reached.

24. The LHG's Liability to Pay Damages

- 24.1 The LHG's liability in case of loss of or damage to the handled goods is limited to two (2) units of account for each kilogram of gross weight of the goods.
- 24.2 If only single parts of the goods are lost or damaged, the liability of LHG is limited to two (2) units of account for each kilogram of the gross weight of the total goods if the goods are depreciated in their entirety, of the depreciated part of the goods, should there only be a depreciation in value for part of the goods.
- 24.3 The unit of account mentioned in paragraphs 1 and 2 above is the special drawing right of the International Monetary Fund. The amount is converted into Euros according to the value of the Euro as against the special drawing right on the day on which the goods were taken over for conveyance or on the day agreed between the parties. The value of the Euro as against the special drawing right is calculated in accordance with the method of calculation used by the International Monetary Fund for its operation and transactions on that particular day.
- 24.4 Sec.432 Commercial Code is applicable.
- 24.5 If the LHG accepts liability for violation of a contractual obligation in connection with handling work which does not involve the damage of goods or non-compliance with the delivery time, or damage to property and injury to persons, the liability is limited, also in this case, to three times the amount which would be payable for the loss of goods.
- 24.6 In all events, the liability of the LHG for damages is limited to the amount of €12,000.00 for each occurrence of damage, regardless of how many claims are raised in connection with one occurrence of damage. The LHG points out that in individual cases, claims may arise due to a loss or damage exceeding the above value, and therefore the LHG offers to take out a relevant insurance policy at the customer's expense.
- 24.7 The foregoing exemptions from and limitations to liability are also valid for extra-contractual claims raised by the customer or the consignee of the goods against the LHG for loss of or damage to the goods or for non-compliance with the delivery time.
- LHG may also raise objections against extra-contractual claims of third parties for loss of or damage to the goods as defined in the foregoing paragraph. However, such objections may not be put forward if
- 1) the third party did not give its approval for the conveyance of the goods and the absence of the customer's approval for the transport was known to the LHG or was unknown to the LHG due to negligence
 - 2) the third party or a person deriving its right to possession from the third party has lost the goods before they could be taken over for transport.
- 24.8 The afore-mentioned liability limitations are not applicable if the damage is due to an act or omission which has been committed by the LHG or by a person employed by the LHG to act on its behalf or by a person employed by the LHG for the execution of this transport, wilfully or negligently and in full awareness of the likelihood that a damage would occur.

III. Special Provisions for Warehousing

25. Legal Basis

The LHG is the warehouse-keeper as defined by the Commercial Code. The obligation to notify the customer under Section 471 Item 2 Commercial Code shall be subject to a special disposition by the parties.

26. Stored Goods, Storage Location and Warehousing Rates

- 26.1 The LHG has a right to reject any goods if they are not suitable for warehousing. Dangerous goods must not be stored in the port area unless the port authority (Hafenbehörde) of the Hansestadt Lübeck and the LHG have expressly consented to the storage at locations provided for that purpose. Explosives are barred from warehousing.
- 26.2 The LHG shall decide where the goods are to be stored. Suitable goods may be stored outdoors. The customer expressly allows the LHG to store the customer's goods together with other goods of the same kind and quality, if this is feasible (collective warehousing), thus mixing the customer's goods with other goods.
- 26.3 The LHG will reach an agreement with the customer as to whether the warehousing fee is to be calculated by the weight, by the type of goods or by the storage area used.
- 26.4 When the goods are stored, the LHG acquires a lien based on a legal transaction. Sections 1204 ff of the Civil Code are applicable. This does not affect the provision of Section 475 b of the Commercial Code.

27. Long-time Warehousing

- 27.1 All goods that are intended for long-term warehousing must be declared in a special notification to the operating manager within 10 days after the goods are put into storage. In the absence of such a notification, the goods are deemed to be intended for temporary warehousing. If the notification is delayed, the goods are deemed to be warehoused on a temporary basis until notification has been given.
- 27.2 In case of long-term warehousing, the limited period of free warehousing will not be granted. This applies likewise to a delay in notification. The day on which the goods are put into storage is deemed to be the first warehousing day.
- 27.3 The warehousing fee is payable in advance and/or in accordance with the separate customer contract.

28. Termination of Warehousing and Relocation of Goods

- 28.1 The LHG may demand the immediate removal of the warehoused goods without prior notice, should there be a sound reason.
- 28.2 In all other cases, the LHG may only demand the removal of the stored goods if prior notice of one (1) month is given, or if the goods have not been removed after expiration of the agreed warehousing time or, in the absence of an agreed time limit, if two (2) months have expired since storage commenced. The term of notice begins when the declaration of termination is received.
- 28.3 The LHG is authorized to relocate the stored goods within its warehousing facilities. In case of a sound reason for which the LHG is not responsible, the relocation of the goods will be made at the expense of the customer.

29. Collection of Warehoused Goods

Except where otherwise provided for and outstanding warehouse fees owed to LHG are paid, LHG will return the stored goods only against presentation of the shipping documents duly made out and signed by the party holding the right to dispose. The LHG is not obligated to check the authenticity of the signatures or the authority of the signing party, unless a lack of authenticity or authority is evident.

30. Liability to Pay Damages

The LHG's liability to pay damages is subject to the provisions of Clause 24 mutatis mutandis.

IV. Final Provislon

31. Validity

These General Conditions of LHG shall apply to all contracts currently existing and still to be concluded with its customers.

32. Place of Jurisdiction, Applicable Law

- 32.1 The place of jurisdiction for all legal disputes arising from and in connection with the contract shall be Lübeck if the ordering party is a merchant, legal entity under public law or Public Special Fund. The agreement on the place of jurisdiction shall also be applicable if the ordering party has no general place of jurisdiction in the inland. The LHG shall also be authorized to file an action at the ordering party's place of residence.
- 32.2 The law of the Federal Republic of Germany shall be applicable.
- 32.3 If any provisions of the foregoing General Conditions are or become ineffective or are subject to a special disposition by the parties, the remaining provisions shall nevertheless remain in full force and effect. The contract parties are obligated to replace any ineffective provisions by legally effective provisions that correspond as far as possible to the spirit and purpose and to the economic result of the ineffective provision.