

**SPECIAL TERMS**

**and**

**RATES**

for services

performed by

Seehafen Rostock Umschlagsgesellschaft mbH (SHRU)

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## **I. General provisions**

### **1. Subject of the tariff**

The present tariff governs the following services performed by SHRU:

- goods handling onto/off sea-going ships and on shore, including stowage, unloading and transshipment-related interim storage
- services, especially sorting, weighing, marking and lashing
- storage of goods

Further services to be agreed upon separately.

### **2. Provisions governing the use of services**

The General Terms of Business of Seehafen Rostock Umschlagsgesellschaft apply. Statutes and regulations enacted by the federal, regional and municipal authorities apply mutatis mutandis.

### **3. Basis for the calculation of charges**

- 3.1 Insofar as no other calculation basis is specified, the gross weight of the goods provides the basis for using services provided by SHRU.
- 3.2 Unless agreed otherwise, the weight units used as the basis for determining the charges are rounded up to full 100 kg. Hours begun are rounded up to a full hour.
- 3.3 The minimum charge per order (except for weighing charges) is **EUR 24.00**.
- 3.4 Where several goods subject to different tariffs are specified in one order and are not separated according to quantity or weight, the charge for the entire consignment shall be calculated on the basis of the highest tariff rate applying to one part of the consignment.
- 3.5 In the case of unweighed consignments, the details given in the bill of lading or consignment note shall be taken as the basis for calculating the charges.
- 3.6 In the case of goods whose weight has been stated at more than 5 % less than the true weight, up to ten times the agreed charge can be invoiced depending on the individual case in question.
- 3.7 In the case of services not covered by the tariff, the customer must agree the rates with SHRU in writing beforehand. If this is not done, the charges calculated by SHRU shall be deemed to have been agreed.
- 3.8 The charges for services performed by SHRU apply only to goods suitable for grab handling in the case of grab handling and only to free-flowing, pourable goods in the case of handling via special facilities.
- 3.9 The rates for services performed apply during normal business hours, i.e. on workdays (Monday to Friday) from 5am to 9pm. Different business hours may be agreed in individual contracts. The times for shift surcharges under section II item 4 will then change accordingly.
- On the following public holidays and from 1pm on the day before these holidays it is not possible to perform services: New Year's Day, Good Friday, Easter Sunday, Easter

Monday, May Day, Whit Sunday, Whit Monday, Christmas Day (Dec 25), Boxing Day (Dec 26).

## **II. Charges for handling services**

### **1. Charges**

#### **1.1 General handling charges**

SHRU levies a handling charge for the handling of goods.

#### **1.2 Special handling charges for marine transit goods**

Marine transit goods are goods that arrive by sea and are designated in the manifest for further shipment by sea from the outset. The orders must bear the reference “marine transit goods” and be submitted in good time prior to arrival of the ship carrying the cargo. The rates for marine transit goods shall be agreed separately.

### **2. Handling charges according to the type of goods**

The handling charges apply **exclusively to quay handling operations**.

Direct quay handling comprises moving the goods from the on-shore transport or quay storage up to the rails of the seagoing vessel or vice versa. Indirect handling entails moving the goods from the on-shore transport up to the rails of the seagoing vessel via the quay storage or vice versa.

**Charges for stevedoring and discharging to be agreed separately.**

#### **2.1 Metals (suitable for lifting tackle)**

**- on inquiry -**

Package items are deemed to be suitable for lifting tackle if the tackle can be attached without further manipulation.

#### **2.2 Forestry products**

**- on inquiry -**

#### **2.3 Containers and Ro-Ro goods**

**- on inquiry -**

#### **2.4 General cargo and conventional heavy cargo**

**- on inquiry -**

Handling charges relate to loads suitable for handling by fork-lift trucks and/or crane, contained in commercial, marked packaging, measuring up to 5 times and with an individual weight of up to 100 tonnes. SHRU shall provide conventional lifting gear for hooking-on the loads, such as strops, shackles and crane hook adapters, without any additional charge. Additional or special gear is to be made available to SHRU by the customer.

**Size surcharge for goods measuring more than 5 times**

**- on inquiry -**

#### **2.5 Bulk goods and grain/fertilizer via special facilities**

**- on inquiry -**

The charges relate to the servicing of bulk carriers with box-shaped holds with a flush steel deck without between-decks and installations, with the ships handed over shovel-clean. Where the design of the vessel results in unfavourable stowage of the cargo (e.g. trimming of cargo which cannot be reached directly by the grabs, etc.) or the nature of the goods causes difficulties for handling, these additional services shall be charged according to the workload and expense (provision of labour and equipment).

### **3. Hourly rates for labour and equipment**

- 3.1 Hourly rates per worker for temporary work and waiting times in accordance with Clause 5 of the General Terms of Business within normal business hours per hour begun.

Worker	EUR45.00
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- 3.2 Hourly rates per crane and industrial truck (including operating personnel) for temporary work and waiting times in accordance with Clause 5 of the General Terms of Business within normal business hours per hour begun.

3.2.1 Cranes

up to 8 t hoisting capacity	EUR 115.00
up to 16 t hoisting capacity	EUR 215.00
over 16 t hoisting capacity	EUR 390.00
floating crane	on inquiry
hopper gantry crane	EUR 390.00
ship unloader	EUR 590.00
loader and/or lift of special facilities	on inquiry

3.2.2 Industrial trucks

stacker up to 6 t carrying capacity	EUR 75.00
stacker up to 16 t carrying capacity	EUR 95.00
stacker over 16 t carrying capacity	EUR 135.00
compact loader	EUR 65.00
wheel loader	EUR 100.00
truck	EUR 90.00
reach stacker	EUR 215.00

\* special ancillary equipment is possible, rates on inquiry.

For other implements and technical equipment (including conveyors interlinked with quayside crane), separate rates are to be agreed with SHRU. Driving to and from the job shall be charged at the same hourly rates.

- 3.2.3 A 30 % surcharge on the hourly rates for both labour and equipment shall be invoiced for work outside the normal business hours or for work performed right after a shift worked; for work on Saturdays, Sundays and public holidays (including on days before public holidays from 1pm) the surcharge is 100 %.

**4. Shift surcharges**

- 4.1 Outside normal business hours surcharges shall be calculated per run and 8 hour shift, with one run being defined as the operation of one crane (also a loader or lift) or, also, the handling of one side port.

- 4.2 In general cargo handling the following surcharges per shift begun are levied on top of the usual rates for quay handling and stevedoring work:

<b>Monday to Friday (on workdays)</b> from 9pm to 5am	EUR 1,300.00
<b>Saturday</b> from 5am to 5am the following day	EUR 1,600.00

<b>Sunday</b> from 5am to 5am the following day	EUR 2,400.00
<b>public holidays</b> from 5am to 5am the following day	EUR 3,200.00
<b>days before public holidays</b> from 1pm to 5am the following day	EUR 3,200.00

4.3 For dry bulk handling by means of a bucket crane and/or conveyor or special facilities the following surcharges per shift begun are levied on top of the usual rates:

<b>Monday to Friday (on workdays)</b> from 9pm to 5am	EUR 800.00
<b>Saturday</b> from 5am to 5am the following day	EUR 800.00
<b>Sunday</b> from 5am to 5am the following day	EUR 1,280.00
<b>public holidays</b> from 5am to 5am the following day	EUR 2,560.00
<b>days before public holidays</b> from 1pm to 5am the following day	EUR 2,560.00

4.3 Ro-Ro shift surcharges

- on inquiry -

### III. Service charges

#### 1. General provisions

Orders relating to handling, sorting, marking, repairing of packaging, stacking of goods, quayside supervision, etc. shall be invoiced according to time unless fixed rates have already been agreed.

The charge for personnel and equipment shall be in line with the general hourly rates. Material used and transportation of the same shall be invoiced according to proof of performance.

#### 2. Weighing charge

The customer shall pay the following charge for weighing on the truck scales:

per weighing	EUR 15.00 per truck
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### **3. Miscellaneous**

Other services such as covering with and removing of tarpaulins, issuing of certificates, cleaning of means of transport and freight containers etc.

**- on inquiry -**

## **IV. Special terms and charges for storage**

### **1. General provisions**

SHRU operates the storage and safekeeping of goods on a commercial basis. SHRU is entitled to carry out supplementary work desired by the customer which arises from warehousing activities (e.g. sorting, determining weight and contents, taking of samples, warehouse treatment) itself in return for payment.

### **2. Exclusion of goods from storage, rights and obligations**

2.1 Excluded from storage and processing are all goods which, by virtue of their nature or properties (flammability, damage to health etc.), may have detrimental effects of whatever kind on the warehouse and/ or other goods stored in the same.

This rule may be departed from in exceptional cases where this has been agreed with SHRU in writing beforehand.

2.2 SHRU shall notify the client of any externally recognizable damage to the goods or packaging.

2.3 SHRU shall be able to relocate the goods within its overall storage facilities, but shall be obliged to notify the customer of the move, giving a precise designation of the storage location.

2.4 SHRU shall ensure the customary guarding and supervision of the stored goods. SHRU is not obliged to take special guarding and/ or monitoring measures over and above the aforementioned.

2.5 Only the client or persons authorized by the same shall have the right to ask for information concerning the stored goods. The client is entitled to enter the warehouse at his own risk during normal business hours accompanied by SHRU staff. The customer must notify SHRU of any objections to the type and manner of storage of these goods without delay after such goods have been placed in storage.

### **3. Ownership rights**

The client and his successor in title shall not be entitled to unilaterally renounce ownership of the goods under the power of disposal of SHRU.

### **4. Taking-out of insurance and settlement of claims**

4.1 SHRU shall arrange for insurance of the stored goods at the request and expense of the client.

4.2 Such an order to arrange insurance must be given in writing and must contain all details required for the due and proper effecting of an insurance policy. Should the insurance policy not be effected or be inadequate for reasons that are not the responsibility of SHRU, SHRU shall not be liable for any disadvantages resulting

therefrom. SHRU shall notify the client without delay if such insurance policy does not materialize

- 4.3 In the event of loss the claim shall be limited to payment of compensation by the insurance company. Claims against SHRU in excess of such compensation arising from general statutory or contractual provisions shall remain unaffected by this stipulation.

## **5. Right of lien and retention**

- 5.1 SHRU shall have the right of lien on the goods with regard to all claims substantiated under the storage contract as well as undisputed claims arising from other agreements drawn up with the client. The lien shall continue for as long as the goods are in the possession of SHRU and it is able, in particular, to dispose of them by means of a bill of lading or warehouse receipt.

- 5.2 If the client transfers the right to recovery of the goods to a third party, the assignee must tolerate the lien and right of retention encumbering the goods from the previous storage contract.

## **6. Expiry and termination**

- 6.1 SHRU shall be entitled to terminate the storage contract without notice and demand immediate vacation of the warehouse where there is good reason for doing so which is not the responsibility of SHRU. Such good reason is deemed to exist, in particular, where:

- The client is 2 months in arrears in paying the storage charges
- The fulfilment of the storage agreement is prevented or affected by the exclusions of liability of SHRU defined in the General Terms of Business
- The value of the stored goods no longer covers the accounts receivable of SHRU
- The goods endanger the warehouse or other goods
- The client has not pointed out special risks or hazards emanating from his goods at the time of putting them into storage.

- 6.2 Where the client is in default with regard to vacating the warehouse, SHRU shall, without setting any further deadline, be entitled to remove the client's goods from the warehouse at the latter's expense and risk.

- 6.3 Where SHRU is entitled to terminate the storage contract without notice, it shall be able to destroy the stored goods or have the same destroyed at the expense and risk of the client following advance warning setting a reasonable deadline.

## **7. Warehouse receipt and its effect**

- 7.1 Where SHRU issues a warehouse receipt, such receipt shall contain the following details:

- Place and date of issue
- Name and address of the client
- Place and date of storage
- Customary designation of the type of goods and type of packaging, in the case of hazardous goods their designation provided for under the Hazardous Goods Regulations
- Quantity, markings and numbers of the packages
- Gross weight or other specified quantity of the goods.

7.2 The warehouse receipt is definitive for the legal relationship between SHRU and the legitimate owner of the warehouse receipt. The legitimate owner of the warehouse receipt is entitled to receive the goods.

7.3 The storekeeper is only obliged to hand over the goods on return of the warehouse receipt. Surrender of a part of the goods shall ensue by this being noted on the warehouse receipt. Such depletion note is to be signed by SHRU.

## **8. Storage charges**

Storage charges are proportionate to the amount of goods, the duration of storage and the storage place. Daily or monthly storage charges may be agreed on inquiry.

Free-of-charge storage periods

**- on inquiry -**

## **9. Limitation of liability in time**

9.1 All claims against SHRU shall lapse within one year regardless of their legal grounds. This shall not apply if SHRU is liable for intent or for negligence amounting to intent under § 435 of the German Commercial Code (HGB).

9.2 The limitation of liability in time shall commence in accordance with the relevant statutory provisions:

- In the case of claims for defects or shortcomings on expiry of the day on which the goods were delivered or should have been delivered; in the case of total loss of the goods, on expiry of the day on which SHRU notified the customer or the last legitimate owner of the warehouse receipt known to SHRU of such loss.
- In the case of rights of recourse according to §§ 475a, 439 par. 2 sentences 2 and 3 of the German Commercial Code (HGB)

unless determined otherwise by law. The relevant statutory regulations shall apply in other respects.

## **VI. Validity**

These "Special Terms and Rates for Services performed by Seehafen Rostock Umschlagsgesellschaft mbH (SHRU)" are in force from 1 May 2010. At the same time the "Special Terms, Conditions and Rates for Services performed by Seehafen Rostock Umschlagsgesellschaft mbH (SHRU)" dated 1 January 2007 cease to be in force.

Günter Fett  
Managing Director

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Authorized signatory