

TERMS AND CONDITIONS

1 JANUARY 2025



ADPSC

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Operation Department, working hours

The Port of Fredericia

Monday - Thursday: 7am - 3pm
Friday: 7am - 2:30pm

The Port of Nyborg

Monday - Thursday: 7am - 3pm
Friday: 7am - 2:30pm

ADP A/S

ADP A/S owns and operates the Port of Fredericia and the Port of Nyborg and is developing Taulov Dry Port in joint venture with the pension company PFA.

The following Terms and Conditions apply to ADP's ports commencing 1 January 2025.

The Terms and Conditions are also available in a Danish version. Should there be any discrepancies between the Danish and the English versions, the Danish version will prevail.

The Terms and Conditions take precedence over any standard terms and conditions of ADP's contracting parties. Contracting parties' standard terms that deviate from ADP's Terms and Conditions can only be applied to ADP if an expressly written agreement has been made with ADP.

Where "normal working hours" are mentioned, the operating department's working hours apply.

Information regarding prices is included in ADP's price list available upon request as of 1 January 2025.

If a product, including liquefied products, which will be loaded or discharged, is not included in the price list, please contact ADP.

CONTENT

1. TERMS OF PAYMENT	1
2. SHIP DUES	2
3. COMMODITY DUES	3
4. ADDITIONAL FEES	4
5. CRANES	5
6. PORT AREA AND WAREHOUSE RENTAL	9
7. RAILWAY WAGONS AT THE PORT OF FREDERICIA	10
8. MOBILE CONVEYOR BELTS AT THE PORT OF NYBORG	11
9. HIRING OF STAFF, MACHINERY AND OTHER EQUIPMENT	11
10. WATER SUPPLY	12
11. POWER SUPPLY	12
12. WINTER-RELATED MAINTENANCE	13
13. RECEIPT OF WASTE MATTER ETC.	14
14. LIMITATION AND EXEMPTION OF LIABILITY	16
15. CODE OF CONDUCT AND CURRENT RULES	16
16. CLIMATE IMPACT	16
17. OTHER PROVISIONS	17

1. TERMS OF PAYMENT

1.1 SUBMISSION OF INFORMATION

The captain or the vessel's agent must provide the necessary information for the calculation and collection of dues related to the vessel and goods. Information must be given at the site "Customer Port" when notifying the ship call. In case if ship calls outside of normal working hours, the information must be given prior to the end of the working day. If the information is not given via the site "Customer Port", ADP will charge an administrative fee in accordance with ADP's price list.

Information regarding the vessel must specify the goods. The total weight of the goods is given for each gross weight position in full tonnes, so that fractions below 0.5 tonnes are not included, whereas 0.5 tonnes or more is counted as 1 tonne.

The captain or the vessel's agent must provide vessel documents, documents regarding cargo and weight as credentials of the information provided.

In addition, necessary information must be provided regarding vessel, passengers and goods, including means of transport, containers, etc. for the use of statistics.

ADP is, at all times, entitled to check if the information provided is correct.

Where ADP processes any customer data, ADP will comply with all requirements and obligations under the General Data Protection Regulation (GDPR). For further information, please view ADP's privacy policy on ADP's website, which can be found [here](#).

1.2 PAYMENT DUES

All prices are, unless otherwise stated, excl. VAT. and valid until further notice from ADP which will be given two months in advance

Payment is charged by the specific ADP port that the vessel calls, and payment must be made directly to ADP.

Prior to departure, all dues and other remuneration in accordance with these conditions must be paid to or otherwise secured by ADP.

Unless otherwise agreed or stated in the Terms and Conditions, the amounts are due for net per + 8 days.

If the payment deadline is exceeded, default interest from the due date is calculated at 2% each commenced month. Further, there is a charge of DKK 100 for each reminder and a compensation fee DKK 310 for each due payment (in accordance with article 9 a of the Danish law of interest).

2. SHIP DUES

2.1 TERMS

For all vessels and floating equipment, entering ADP ports or in the dredged fairways to the ports, a payment of ship dues applies. Payment is the responsibility of the vessel or its agent.

ADP always has the full disposal right of the port quays.

A vessel is considered to be berthed in the port upon the day of arrival.

The ship's due is calculated based on whole gross tonnage (GT) as stated in the vessel's tonnage certificate.

The ship's due covers the berthing of the vessel for a maximum of 7 calendar days incl. day of arrival and departure. If the vessel berths more than 7 calendar days, it will be charged pr. following calendar day in accordance with ADP's price list.

Within the 7 calendar days, the vessel may berth in one or two of the ADP's ports in direct extension to each other, however, a maximum of one call to each port within the 7 calendar days. Exempted from this 7 days period are cruise vessels, where ship's due is applicable for the berthing of up to 48 hours.

The shipowner has the option to pay as a single call or as a monthly fee. Terms and conditions for such monthly fee must be agreed on an individual basis with ADP.

Decommissioned, laid up vessels or other floating equipment are priced individually.

The ship's dues are included in ADP's price list.

2.2 EXEMPTION FROM SHIP DUES

The exemption from the ship dues are:

- Vessels that only call at ADP's ports to seek medical assistance, disembark sick and shipwrecked or similar, provided that the stay in the port does not last longer than 24 hours
- Vessels that are forced to call a port due to a crash, storm, fog or other weather conditions, provided that the stay in the port does not exceed 24 hours
- Vessels exempted by ADP.

3. COMMODITY DUES

3.1 TERMS

Commodity dues are payable for all goods that are loaded or discharged from vessels calling ADP ports. Commodity dues shall be paid by the cargo owner or his representative to the specific ADP port that the vessel calls before the vessel departs the port.

Permission for the vessel to depart from ADP ports without payment, can only be given if the cargo owner or his representative have either placed a deposit or payment is otherwise secured by ADP.

The commodity dues are included in ADP's price list.

3.2 EXEMPTION FROM COMMODITY DUES

The following goods are exempted from commodity dues:

- Goods for the vessel's own use
- Goods temporarily discharged and loaded on the vessel during the same call at the quay in connection with stowage and handling of the commodity
- Goods that are delivered from vessel to vessel without discharge are exempted during loading, provided that full goods due is paid upon discharging.

The exemption requires that the shipping company or the shipping company's agent requests - in the "Ship and Cargo Statement" - that the goods loaded or discharged are exempted from commodity dues.

3.3 PARTIAL EXEMPTION FROM COMMODITY DUES

Goods which, after discharging from a vessel in one of ADP's ports, are relocated by another vessel from the same port, are partially exempted from commodity dues. The goods or packaging may not undergo any processing while stored in the port.

Partial exemption means that only 50% of the due at a specific time is calculated.

The partial exemption requires that a full commodity due is paid upon-discharging, and that the captain, ship-owner or their agent submit "Ship and Cargo Statement" that the goods loaded are partial exempted from commodity dues.

4. ADDITIONAL FEES

ADP reserves its right to charge any other fee, in addition to the fees listed below, in case of change of general market conditions or conditions outside the control of ADP which render such fee necessary to cover ADP's increased costs for the operation of ADP's facilities. Such fee could, for example, be introduced in situations where costs for products or services are increased, where taxes or fees are increased or new are imposed, etc. and such costs, taxes or fees are necessary for ADP's operation of its facilities or services. Any new fee will be introduced with 4 weeks' notice.

4.1 WORKING ENVIRONMENT FEE

According to Executive Order No. 181 of 18 May 1965 issued by Danish Ministry of Employment on regulations for safe loading and discharging of vessels, the port authority must ensure the working environment of the temporarily port employees by way of welfare facilities such as changing rooms, shower and eating facilities.

ADP makes these facilities available at the Port of Fredericia and charges a working environment fee. The working environment fee is charged by ADP to the cargo owner or his representative who is responsible for the payment. The working environment fee is included in ADP's price list.

4.2 ISPS SECURITY FEE

ADP charges a separate ISPS security fee on goods that are loaded or discharged in ISPS secured port areas. The ISPS security fee shall be paid by the cargo owner or his representative who are responsible for the payment. The ISPS security fee is included in ADP's price list.

Vessels that require the issuance of a "Declaration of Security" must cover all expenses related to this. Furthermore, the captain, shipowner or their agent, are charged an administration fee of 2 hours, cf. ADP's price list.

4.3 ICE CONTINGENCY DUE

In accordance with the Law on Ice Contingency Act no. 1122 of 4. december 2012, a governmental ice contingency due is charged per tonne for all cargo volumes that are loaded or discharged over quayside in Danish ports within Skagen.

Prior to the vessel's departure, the ice contingency due must be paid to ADP. However, ADP may, against deposit or other security provided by the vessel owner or the vessel's agent, grant permission for departure before the due is paid. The ice contingency due is included in ADP's price list.

4.4 ENERGY SURCHARGE

Due to the increasing energy costs, ADP charges an energy surcharge. The energy surcharge, which covers the increasing energy costs, will be calculated on a basis of an average of the prices of electricity and diesel respectively in the first three quarters of the year 2021 (base level).

To calculate the increased costs, which reflects the energy surcharge for electricity and diesel respectively, ADP has calculated a weighted share of the different cranes' hourly consumption of electricity and diesel.

The energy surcharge will be published on ADP's website at latest the 5th business day each third month prior to the implementation month. The energy surcharge will be charged until the energy prices return to base level.

Information concerning the model of calculation can be found at ADP's website or delivered upon request.

5. CRANES

5.1 BOOKING

Booking, cancellation or changes to crane bookings are done through ADP's Traffic Department.

Port of Fredericia Tel: + 45 2969 2020
trafik-fh@adp-as.dk

Port of Nyborg Tel: + 45 7921 5082
trafik-nh@adp-as.dk

When booking cranes, the expected start and end time must be stated.

ADP's Traffic Department has full disposal of the cranes and will allocate cranes according to the incoming crane bookings. ADP may change the allocation of cranes at any time.

Booking or change of booking of cranes for operation start within normal working hours

Crane operations within normal working hours must be booked with a minimum of a 2-hour notice on the day that the work is to be carried out. However, crane operations with operation start at the beginning of the normal working hours must be booked at the earliest possible, but no later than the previous working day at 12.00 pm.

In case of booking or change of booking later than the above-mentioned booking deadline, a booking fee amounting 2 man hours per crane will apply, cf. ADP's price list. Should the late change or booking entail additional expenses related to e.g. moving a crane outside normal working hours, the crane lessee must cover all costs.

Booking or change of booking of cranes for operation start outside normal working hours

Crane operations outside normal working hours must be booked as soon as possible, but no later than 12.00 pm the weekday before.

In case of booking or change of booking later than the above-mentioned booking deadlines, a booking fee amounting to 4 man hours per crane and an additional administration fee will apply, cf. ADP's price list. This does also apply for bookings which were planned with operation start within normal working hours but which are changed to operation start outside normal working hours. Should the late change or booking entail additional expenses related to e.g. moving a crane outside normal working hours, the crane lessee must cover all costs.

Upon any crane booking, a rigging fee must be paid, cf. ADP's price list.

If a crane is booked for a specific time, without the loading and discharging operation commenced, the duration from the meeting time to the cancellation time must be paid, however at least 1 hour + possible overtime fee.

In cases where a booked crane is not in use, the crane lessee is responsible for the costs of moving and preparing the crane.

Overtime must be notified and booked as early as possible, and overtime on weekdays no later than the same weekday at 12.00 pm.

Overtime on Saturdays, Sundays and holidays must be booked no later than the previous weekday at 12.00 pm.

5.2 TERMS

All prices for crane bookings are included in ADP's price list.

Crane charges are calculated from the time the crane is booked, and for each commenced hour. The prices include payment for the crane operator as well as an insurance fee for the crane. In addition, a rigging fee is paid and in certain cases, booking and overtime fees may be added.

In case of a crane breakdown that causes stop of operation coherently for more than 0.5 consecutive hour, no crane rental fee is charged for this period.

In case of rain stops or delays of a duration of more than 0.5 consecutive hour for each stop, the price for the rain stop or delay is settled according to the price of rain stop or delay respectively, cf. ADP's price list.

Crane operation breaks within normal working hours are settled with 1 man hour for each break each crane. Crane operation breaks outside normal working hours are settled with 1 man hour + overtime supplement per break per crane.

For crane operations that are not related to loading or discharging of goods or vessel to vessel operations, and where the lessee is only charged ship's due, the crane price is subject to an additional fee of 50%. For other lifting operations that are not subject to ship or commodity dues, the crane prices are subject to an additional fee of 100%.

5.3 FACILITY FEE

ADP may exceptionally authorize the use of third-party cranes for services that cannot be performed by ADP's own cranes at the respective ports.

A permission must be requested by contacting ADP's Traffic Department. After receipt of permission, the detailed instructions must be obtained from the Traffic Department before the installation of the crane commences. The instructions provided by the Traffic Department related to e.g. the use of road plates, reinforcements of areas, etc. must also be remunerated separately by the customer.

The facility fee can vary depending on the size of the crane and the number of lifts. However, the fee will be settled per commenced 24 hours. All taxes and other potential costs are charged to the stevedore company that has booked the third-party crane services. The same company is also responsible for any damage caused to ADP's personnel, equipment or property.

Cranes and other equipment must be put up and removed from the port areas immediately before and after the end of the crane operation, as equipment otherwise will be removed or settled temporary area rent, at the expense of the ordering stevedore company.

Facility fee and area rental etc. are exempted in cases where cranes and similar equipment are exclusively used on areas leased by ADP and where loading and / or discharging operations over the quayside are not included.

5.4 USE OF CRANES, HOPPERS AND GRAPPLES

When booking cranes for loading and discharging operations, the crane lessee is responsible for complying with ADP's terms and conditions and procedures for the use of cranes and discharging funnels as well as ensuring the compliance of ADP's instructions of any kind. The crane lessee is also required to comply with current legislation for rental and use of cranes.

When renting cranes, ADP only provides a crane and a dedicated crane driver. At the Port of Nyborg the crane is provided with a hatch man. The crane lessee is responsible for planning and executing the operation and for the instruction of the crane operator and hatch man (as for the Port of Nyborg).

The crane lessee must ensure that crane cables are protected during work, avoiding damage to the cables due to e.g. loss of goods, collision etc.

The crane lessee must ensure that the loading of goods is arranged so that the quay load does not exceed 2 tonnes/ m², unless otherwise agreed with ADP's Traffic Department. No goods must be placed from quay side and three meters in.

The cranes are intended for vertical lifting only and must not be used where they are subjected to oblique pull. The cranes must not be used for release of straps and chains.

The cranes are usually not moved along the quay with cargo in the hook. If it is necessary to move a crane, the crane lessee or his representative must ensure that the crane track and crane trail are clear and that the tow cable is in place so that it is not damaged while driving.

Twin-lift is booked separately at ADP's Traffic Department. Twin-lift must be approved by ADP's Traffic Department at latest at 12.00 the day before commencement of the work. An administration fee is charged for this. Special conditions for twin-lift are stated when ordering.

For safety reasons, including e.g. weather conditions, ADP may stop the crane operation at any time.

Hoppers and grapples are delivered cleaned and rinsed with seawater. The crane lessee must ensure that hoppers and grapples are sufficiently cleaned before use. If the crane lessee orders additional cleaning, this work is charged according to time and equipment spent. Moreover, the crane lessee is charged for potential waiting time for personnel in case of operation delays or cancellation due to additional cleaning.

The crane lessee must approve hoppers and grapples before the loading and discharging operation begins. Cranes and associated equipment may only be used for the material for which they are intended. The crane lessee is obliged to inspect the quay area prior to the ship call. If the conditions are considered irresponsible, the crane lessee must contact ADP's Traffic Department prior to ship call.

ADP may, at any time, determine which equipment is suitable for loading and discharging operations.

5.5 FORCED CRANE WORK

ADP may require the crane lessee to expedite loading and discharging operations for the sake of ADP's disposal of quays and cranes, including extending working hours to the applicable price for work during this time. If the crane lessee does not comply with this, ADP can order the vessel in question to another quay.

5.6 CLEANING OF QUAY AREA

The crane lessee is responsible for the quay area being cleaned immediately after the loading and discharging operation. However, the quay area must be cleaned no later than the following day at 12.00 pm, unless otherwise agreed upon with the Traffic Department or in cases where the Traffic Department requires the crane lessee to clean the area immediately after loading- or discharging operation has ended. After cleaning, ADP will flush the quay area.

If the crane lessee does not clean the area within the deadline, ADP will initiate cleaning for the account of the lessee. Prices for hiring of staff and cleaning equipment are included in ADP's price list.

5.7 ENVIRONMENTAL CONDITIONS

Before a loading and discharging operation is started, the crane lessee must consider, whether the operation is of significant detriment to the environment, including in relation to dust, noise and odour. The crane lessee must always ensure that loading and discharging operations are carried out in accordance with "best practice" on minimizing environmental nuisances, which is to be found at ADP's website www.adp-as.dk/en. The crane lessee is responsible for organizing the crane operation so that environmental impacts, including dust, noise and odour, are minimized.

Waste from the handled goods must not be spread outside the loading and discharging area. During loading and discharging, wastes must continuously be cleaned on quays or other areas such as roads to such an extent as to comply with applicable environmental requirements.

ADP can relocate the vessel to another quay if ADP considers that the operation will have a significant impact on the environment. Under conditions where the crane operation will cause a significant impact to the environment, the crane lessee is obliged to stop the crane operation.

Should an operation be commenced and then interrupted as a result of nuisance to the surroundings or other environmental conditions, the crane lessee must pay for any waiting time for personnel as well as other costs that ADP may have.

5.8 LIMITATION OF LIABILITY

The crane lessee has the full right of disposal and instruction over the crane and crane driver during the rental period. The crane lessee is thus fully responsible for ensuring that the work is organized in every aspect in a responsible way and in accordance with Danish legislation.

The crane lessee is responsible for any damage that may occur during the rental period to the crane, hoppers, funnels and crane equipment, as well as damage caused by the crane to persons, vessel, movable property, areas and real estate.

In case of shutdowns during the rental period due to crane breakdowns, weather or similar, ADP is not liable. Compensation will not be given to the crane lessee or third party's loss of profits, operating losses, waiting time for trucks, lost market share value, lost goodwill as well as indirect losses of any kind for whatever reason.

To the extent that ADP is liable to third parties for damage caused by the crane, hoppers or other crane equipment or as a result of its use during the rental period, the crane lessee is obliged to indemnify ADP for any loss that ADP may be imposed, including interest and costs.

Should ADP, despite of the above, be held liable, the liability is limited in accordance with Section 14 on Limitations and exemptions of Liability.

5.9 INSURANCE

The crane lessee is required to take out Business and Product Liability Insurance, which is extended to cover borrowed and rented items.

Further, the crane lessee must establish a special liability insurance (Stevedore Liability Insurance) or extend the Business and Product Liability Insurance to include the liability that the crane lessee can incur for damage to equipment and goods etc.

6. PORT AREA AND WAREHOUSE RENTAL

By prior written agreement with ADP, goods for dispatch can be stored in the port areas or in warehouses if the facilities are available. ADP's warehouses and areas are reserved for goods loaded or discharged over quayside.

The lessee must at all times ensure that the use of ADP's areas or warehouses is in accordance with "best practice" in order to reduce any contamination. The lessee is responsible for organizing the work in such a way that the environmental impact, including dust, noise, and odor nuisance, is reduced.

Goods and equipment that are not used for loading or discharging operations must not be stored or placed on ADP's premises unless an agreement has been made with ADP. Goods or equipment stored without permission are subject to temporary area rent and will be removed for the account of owner.

On quays and areas along quays, goods to be loaded or discharged from a vessel may be stored, subject availability and by prior written agreement with ADP, free of charge for a period of 7 calendar days, calculated from first day of loading or discharge.

If the goods are stored for more than 7 calendar days, the area rent is charged for the following calendar days. The area will be measured by ADP and calculation is done each week according to the largest area used for storage and handling during that week.

The lessee is responsible for any damage caused to the rented area, including pollution. This applies to damage in connection with cargo handling, driving with a truck, heavy vehicles, track vehicles etc.

Use of track vehicles on all of ADP's areas (incl. rented areas) is subject to the prior written consent of ADP's Traffic Department. Please see section 17.1.

The lessee must leave the rented area in a clean condition according to the contract or in agreement with ADP's Traffic Department. If the lessee does not comply, ADP will clean the area at the lessee's expense.

For prices and availability of warehouses for rent, please contact ADP's Sales Department.

Prices for renting port areas are included in ADP's price list.

6.1 LIMITATION OF LIABILITY

ADP is not liable for any goods or equipment stored in ADP's warehouses or port areas. Neither does ADP accept any liability for damages that stored goods and equipment may cause to third parties, real estate or movable property.

In cases where ADP may incur liability, the liability is limited, cf. section 14. on Limitation and exemption of Liability.

The lessee is obliged to ensure that the stored goods do not cause dust, odour or other environmental nuisances. If ADP becomes liable for noise, odour or other environmental nuisances for which the lessee is responsible, the lessee is obliged to indemnify ADP for any loss including interest and costs that ADP may incur.

7. RAILWAY WAGONS AT THE PORT OF FREDERICIA

Railway tracks at the Port of Fredericia may only be used by operators that have been approved by ADP in writing and prior to the use. The operator is charged a fee for every railway wagon in use. Railway wagons carrying goods to or from the port are subject to a charge. The charge includes free time up to maximum 24 hours and hereafter, a storage fee will apply. The charges and fees are included in ADP's price list.

By the end of each calendar month and no later than the third business day of the following month, the operator must submit the total number of railway wagons to and from the Port of Fredericia. The submission must include information regarding whether goods in railway wagons are loaded or discharged over quayside, as well as the number of days that a specific railway wagon has been stored at the Port of Fredericia.

Goods to or from railway wagons may not lie freely on the port's areas, cf. section 6 on Area and Warehouse Rental, and must be brought in or taken away immediately in connection with expedition. Stored goods will be charged temporary area rent from and including the first day of storage, cf. ADP's price list. Surveying is done by ADP and calculation is made according to the largest area that has been used for storage and processing in the week in question.

Due to other cargo operations at the port, ADP may at any time require that railway wagons and stored goods are removed on operators account. The operator pays for the removal, which is calculated as per account rendered for material and time spent, including waiting time, cf. ADP's price list.

8. MOBILE CONVEYOR BELTS AT THE PORT OF NYBORG

ADP rents out conveyor belts for loading and discharging operations of bulk goods at the Port of Nyborg. The bulk product must be easily transported on the belts without forming accumulations. The lessee must pay a fee for connecting and dismantling the conveyor belts.

The lessee is responsible for cleaning the conveyor belts during operation, if necessary. The lessee must clean the conveyor belts and remove any waste on the quay and other areas after completion of each operation. Final inspection is carried out by the Port of Nyborg's Traffic Department.

ADP undertakes to supply electricity at quays where the necessary electrical outlets are located. For operations on the other quays, the lessee must provide electricity himself (3X380V, 25 A). ADP is not liable for any disruptions in the operation of the conveyor belts.

The conveyor belt must not be overloaded at any time. The lessee is liable for any damage that the lessee may inflict on facilities and installations. Moving the conveyor belts during loading and discharging is paid corresponding to time spent and materials used. The moving may only be conducted by the Traffic Department at the Port of Nyborg.

Specifications

Electric/hydraulic conveyor belt with feeding box	
Location	Quay 25
Bandwidth	1.0 m
Length	100 m
Stack height	max. 10.5 m
Capacity (density 1.6)	600 tonnes / hour
Moving to other quays is paid at the expense of time spent and materials used	

Prices for rental of mobile conveyor belt are included in ADP's price list.

9. HIRING OF STAFF, MACHINERY AND OTHER EQUIPMENT

ADP has machines and equipment that can be rented on specific terms. The types of equipment and prices are included in ADP's price list.

For further information on machine and equipment rental, contact:

The Traffic Department at the Port of Fredericia Tel: + 45 2969 2020

The Traffic Department at the Port of Nyborg Tel: + 45 7921 5082

For hiring of staff and mooring services at the Port of Nyborg, contact:

The Traffic Department at Port of Nyborg Tel: + 45 7921 5082

10. WATER SUPPLY

Booking and cancellation of water supply are done through ADP's Traffic Department. Any connection to water supply must under no circumstances be done without prior agreement with ADP. If water supply is not booked prior to connection, ADP will charge a fee of DKK 2,000 plus consumption, spent time and administration.

When supplying water, a connection and disconnection fee equal to a minimum of 1 man hour for connection and disconnection, i.e., a minimum of 2 hours per operation is applied.

When supplying water outside of normal working hours, but in continuation thereof, the recipient pays per hour or part thereof + overtime fee.

When supplying water outside normal working hours, the recipient pays per hour or part thereof + overtime fee, however a minimum of 2 hours.

In the case of requested assistance outside normal working hours, in addition to overtime payment, a fixed notification fee is charged regardless of the extent of overtime.

The fee is charged by ADP to the vessel owner's agent, who is responsible for the payment.

Prices for water supply are included in ADP's price list.

11. POWER SUPPLY

Booking and cancellation of power are done through ADP's Traffic Department. Any connection to power supply must under no circumstances be done without prior agreement with ADP. If power supply is not booked prior to connection, ADP will charge a fee of DKK 2,000 plus consumption, spent time and administration.

The cancellation must be made immediately after disconnection, so that power cables are not left unattended on the quays. ADP only supplies the connection at the quay and is not liable for any additional protection required under the Power Supply Regulations.

ADP does not supply cables from power outlets to the user and is not liable for the users' equipment or otherwise for any operation disruptions or power breakdown, including failure to supply power.

Power consumption is paid in accordance with current prices. The operator is charged for at least 1 man hour for connection and disconnection, i.e., a minimum of 2 hours per operation, including a supply fee, cf. ADP's price list.

In case of required services for power supply outside normal working hours, a fixed notification fee (in addition to overtime pay) is charged regardless of the extent of overtime. Required power supply connection or disconnection assistance from an authorized installer is charged under the expense as well as an administration fee.

The user pays for repairs, materials, fuses etc. by repairing any damage and defects to ADP's equipment caused by the user.

Payments are charged by ADP to the vessel owner's agent or user who is responsible for the payment.

Prices for power supply are included in ADP's price list.

12. WINTER-RELATED MAINTENANCE

ADP salts and clears snow from the roads and port areas concerned according to the following guidelines:

- Entry and exit roads to and from the port
- Areas along quays where work is or is expected to be conducted soon
- Connecting roads to and from quays
- Other public areas to the extent necessary.

Rented areas are salted and cleared only after written agreement with lessees and is conducted at the expense of the lessee.

Any additional snow clearing or salting, can be ordered at ADP's Traffic Department and will be charged accordingly.



13. RECEIPT OF WASTE MATTER ETC.

According to the Ministry of Environment's order no. 1396 of 25. November 2016, vessels arriving at Danish ports are obliged to deliver all operational waste and all cargo residues to the port's reception system.

Residues and mixtures of oil from the vessel operation

Within the normal working hours of the port, oil sludge, used lubricating oil, oily mixtures from the gutter residues of the engine compartments and similar oil residues, which can be attributed to operating waste is received. The vessel or vessel owner provides flanges and hoses for overboard pumping of slop. The vessel can only deliver slop tax-free once per call.

ADP do not receive waste oil etc. from companies that repair vessels. This must be disposed of to a receiving and treatment facility approved by the authorities for own account and responsibility.

Sewage

Within the normal working hours of the port, sewage, which can be converted into operational waste, is received at Quay 1 at the Port of Fredericia.

The Port of Nyborg receives sewage in agreement with the Traffic Department at the Port of Nyborg.

Ordinary waste

Ordinary waste from vessels can be disposed of in containers located in the area. Residues of hazardous substances may not be disposed of in the waste containers. Disposal of such debris as well as major waste is coordinated with ADP's Traffic Department.

Cargo residues

Cargo residues, including spills, must be received, and disposed of by the consignee or consignor. ADP may carry out this work against payment if written notification is made 24 hours in advance.

Residues and mixtures of harmful liquid substances in bulk

Companies that ship or receive harmful liquids in bulk and companies that repair chemical tankers are required to receive ballast and tank flushing fluids containing these substances and must, therefore, cause and afford delivery to one of the authorities approved reception and treatment facilities.

Oil mixed ballast and tank flushing water

ADP does not receive oil mixed ballast and tank flushing water and refers to the companies offering shipment or receipt of oil.

13.1 LIMITATION OF LIABILITY

The vessel or the vessel's agent is responsible for the consequences of incorrect, misleading or missing information on the nature, composition and quantity of the waste, as well as for leakage due to defective material or misuse of their own material upon delivery.

If ADP is held responsible to third parties as a result of the above, the vessel or the vessel's agent is obliged to keep ADP indemnified for any loss that ADP may suffer including interest and costs.

ADP is not liable for any delay that has occurred as a result of the vessel not having enough pump capacity or being ready at an arranged time.

13.2 PAYMENT

Any vessel that has not paid ship's dues, cf. Section 2 and ADP's price list, will have to pay for all services provided by ADP in connection with ship waste.

Payment will also be charged if one or more of the following terms are met:

- The amount of operational waste to be delivered is greater than the amount that the vessel would produce during normal operation since the last port call
- If delivery is required outside of ADP's normal working hours
- If a waste notification is submitted less than 24 hours before waste is requested to be delivered, or if
- The vessel leaves undeclared/unreported waste on the quay.

Payments are charged to the vessel owner or the vessel's agent.

Prices for receiving vessel waste etc. are included in ADP's price list.

13.3 NOTIFICATION

Chemical tankers, Oil tankers with a gross tonnage of 150 or more, other vessels with a gross tonnage of 400 or more must send a notification form to ADP's Traffic Department at least 24 hours before delivery or retrieval.

14. LIMITATION AND EXEMPTION OF LIABILITY

Reference is made to the sections 5.8 (rental of cranes), 6.1 (rental of port areas and warehouses), and 13.1 (receipt of waste), which all contain terms and conditions concerning both the customer's and ADP's liability (and exemption or limitation of ADP's liability).

Should ADP be liable, ADP's liability is at any time limited to the following:

Damages are determined according to the value of similar goods or equipment at the time the damage is found. The value of the goods must be determined according to the market price - or, in lack thereof, according to the usual value of similar goods and quality.

However, damages shall not exceed 666.67 SDR per item of the goods or other unit of the goods (not including containers, cf. below) and other material, or 2 SDR per kilo of gross weight of the goods and other equipment damaged, depending on the highest amount, however the compensation can never exceed DKK 6,000,000.

In the case of containers or other similar transport units with content, the damages cannot exceed DKK 6,000,000. ADP's liability can under no circumstances exceed DKK 6,000,000.

No compensation shall be paid for any operating losses, loss of profits, waiting time for trucks, lost market share, loss of goodwill as well as any indirect losses for whatever reason.

To the extent that ADP is held liable towards a third party and the customer in accordance with these terms and conditions is responsible for such claim or loss, the customer shall hold ADP harmless for any loss, including interests and costs, which ADP will incur.

15. CODE OF CONDUCT AND CURRENT RULES

Each of ADP's customers is obliged to act in accordance with ADP's Code of Conduct, which can be found on ADP's website under the heading Code of Conduct.

Moreover, each customer is obliged to comply with current rules. Consequently, the customer is obliged to comply with and observe sanctions adopted by the UN or EU. Upon ADP's request the customer must inform ADP of its internal procedures set up to ensure compliance. Should a customer become aware of an activity that is contrary to the sanctions and relates to a ship call or an operation at one of ADP's ports, the customer is obliged to notify ADP thereof immediately.

16. CLIMATE IMPACT

As a responsible company ADP is determined to implement initiatives to ensure the sustainable development of ADP's ports to the benefit of ADP's customers, cooperation partners, immediate environment, municipal owners and staff. In order to render ADP's initiatives and climate impact visible, ADP has since 2022 presented its climate accounts. From the 2025 annual accounts, ESG reporting must be included in the annual reporting where ADP will document efforts for the environmental matters, the social matters that apply in ADP and the governance in the organization.

Based on the above, ADP wishes that ADP's customers are aware of the climate impact resulting from the operations in the port and of the possibility of reducing it. ADP will be pleased to enter a dialogue about initiatives which can be initiated in order to contribute towards the green transition.

Without a joint effort the climate impact related to our joint port operations will not be reduced.

17. OTHER PROVISIONS

17.1 TRACK VEHICLES

Use of track vehicles on all of ADP's areas (incl. rented areas) is subject to the prior written consent of ADP's Traffic Department.

The stevedore (the company in charge of the loading and unloading operation) is liable for any damage caused by track vehicle traffic, irrespective of who the driver of the track vehicle is. A written agreement or ADP's acceptance of the use of track vehicles does not exempt the stevedore from responsibility.

17.2 POLLUTION

It is incumbent on any polluter of ADP's property to completely remove the contamination and to cover all expenses thereof.

Pollutants must also bear the costs of investigations, sampling, analyses, administration, supervision etc. that could be attributed to the investigation and clarification of the case, as well as complete inventory and conclusion.

17.3 LIABILITY FOR DAMAGES

In the event of damage to ADP's property, the wrongdoer will be liable for damages in accordance with the general rules of Danish law.

In addition, the wrongdoer will be required to pay for time spent on ADP's the administrative handling of the injuries.

17.4 ADDITIONAL PROVISIONS

In addition to the existing Terms and Conditions as well as references therein, the following shall apply to customers at ADP's ports:

- Local regulations for ADP's ports
- Standard regulations for compliance with order at Danish commercial ports.

Local regulations and other regulations can be downloaded from ADP's website www.adp-as.dk/en.