



General Terms and Conditions for Sikuki Nuuk Harbour A/S

1 July 2016

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1. INTRODUCTION

1.1. General information

General details about the regulations for Nuuk Harbour can be found in “*Ordensreglement for Sikuki Nuuk Harbour A/S.*”

1.2. Services

Charges for loading/discharging through the port are made in the form of ship dues and goods dues. Waste handling is also charged.

1.3. Payment of services

Please contact Sikuki Nuuk Harbour A/S (SIKUKI) to enquire about services to be rendered by Sikuki Nuuk Harbour A/S and to place orders for such services.

1.4 Interpretation

In the text Sikuki Nuuk Harbour A/S is referred to as SIKUKI, the same applies to Port Authority

The word **Dues** is used as translation of the Danish word Brugerbetaling, where the more verbatim translation would be Payment for use.

2. TERMS OF PAYMENTS

The terms of payment for services rendered by the Harbour are: 30 day net, unless otherwise agreed upon.

Reminder fee and interest will be charged for late payment.

Reminder fee: DKK 100.00

Interests: The discount rate + 7%

3. SHIP AND COMMODITY DUES

3.1. Ship dues

3.1.1. General conditions

Dues are levied on all ships, vessels and craft etc. (generally termed "ships" for the purpose of these general conditions), including container ships, passenger ships, general cargo ships, fishing vessels, recreational craft etc. and marine devices that call on the port. The dues are payable by the ship.

The dues are computed based on the ship's total gross tonnage (GT) per call and charged at 1 DKK per GT. All ships will be charged for a minimum of 70 GT. Ships exceeding the minimum of 70 GT will pay for the actual total GT.

The charge allows the ship to stay in the port for up to four days. Stays in excess of four days are charged proportionally per 24 hours commenced.

3.1.2. Barges etc. and tug boats

For barges and vessels which are assisted by a tug, a total barge charge is paid which is calculated according to the gross tonnage of the barge. The charge covers a lay period of one week from the date of arrival.

3.1.3. Exemption from ship charges

The following exemptions from the ship charges apply:

- A. Ships belonging to Danish or international state authorities which are not equipped to carry goods or passengers.
- B. Ships calling on the port exclusively to seek medical attention, land sick individuals, castaways and others of a similar nature, and ships that are compelled to call on a port due to damage, storm, fog or other weather conditions, on the condition that staying in the p does not exceed 24 hours.
- C. Recreational craft may berth free of charge outside permanent berths for up to 24 hours subject to permission. Dues are applicable for longer stays.

3.2. Commodity (Goods) Dues

3.2.1. General conditions

Commodity dues is the sum charged for cargo that is unloaded or loaded or otherwise shifted in the harbour or in the dredged fairways or channels leading to the harbour.

Commodity dues is paid by the shipper or the beneficial owner of the cargo, as the case may be, as the case may be.

In the event of a change in the tariffs, the charges will be computed using the tariffs payable at the time when the unloading or the loading operation was initiated.

Commodity dues – containers	49 DKK/TEU
Commodity dues – general cargo	13 DKK/tonne
Commodity dues – fish	13 DKK/tonne
Cargo not specifically itemized	13 DKK/tonne

A value tariff is payable for fish and shellfish discharged from fishing vessels, prepared or unprepared based on the value of the sale.

3.2.2. Exemption from Commodity dues

The following exemptions from Commodity dues apply:

It is a condition for the exemption as regards the cargo that the ship's master or shipping agent requests that the cargo be unloaded or loaded without incurring Commodity dues.

- A. Empty containers, trailers and similar devices used for regular freight when not shipped as commercial goods.
- B. Provisions and other supplies for the ship's own consumption.
- C. Goods – not fresh fish and shellfish from fishing vessels –which are reloaded from one vessel to another.
- D. SIKUKI may in special cases grant an exemption from dues on outbound cargo by sea for goods that have arrived at the harbour by sea and for which inbound charges have been paid.

- E. Cargo reloaded for the same ship via the quay while staying in the harbour without additional treatment or processing.

3.3. Information to be submitted

Ship dues

The ship's master and the shipping agent must provide the Harbour with the information required for calculating and collecting the dues. Such information must include the name of the owner and/or the charterer.

At request, the ship or the agent must be able to document the information provided towards the port by producing relevant ship documents.

Furthermore, the shipmaster or the ship's agent must provide the port with the information necessary in order to prepare statistics about ship, passengers and load, including any included means of transport, containers, etc.

The information requested must be at the port's disposal no later than at the ship's departure or the completion of the operation in question if the ship remains in the port thereafter.

Commodity dues

The ship's master and the shipping agent must provide SIKUKI with the information required for calculating and collecting the dues payable for the ship's cargo by submitting a ship and goods declaration.

Upon request, a ship or an agent must be able to document to the Harbour the information provided by presenting loading certificates, weighing slips etc.

The information requested must reach SIKUKI at the latest eight days after the ship's departure or upon completion of the operation concerned if the ship stays in the harbour.

3.4.1 Annual tariff regulation

The dues for ship and commodity are subject to annual adjustments by way of a 2% increase.

4. FRESHWATER

Water is delivered at the new container terminal by Royal Arctic Line A/S according to their terms and conditions. The cost of this is settled directly with RAL.

For other areas on the harbour:

To be specified later when an agreement has been entered into with new operators.

5. POWER SUPPLY

Power is delivered at the new container terminal by Royal Arctic Line A/S according to their terms and conditions. The cost of this is settled directly with RAL.

For other areas of the harbour:

To be specified later when a new agreement has been entered with new operators.

6. WASTE FROM SHIPS

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6.1. **Applicable legislation etc.**

Inatsisartut Act no. 9 of 22 November 2011 on protection of the environment

Home Rule Proclamation no. 28 of 17 September 1993 on waste removal

Home Rule Proclamation no. 29 of 17 September 1993 on oil and chemical waste

Industrial Waste Regulation 2014 issued by Kommuneqarfik Sermersooq (Kommuneqarfik Sermersooq's Regulativ for affald fra erhverv 2014)

6.2. **Definitions**

Ship-generated waste

Any form of waste generated during operation of the ship, including waste water and remains other than cargo residues.

Cargo residues

Residues from the cargo carried in hull(s) or tanks after completion of unloading and cleaning operations, this also includes residues from the cargo and spills from loading and unloading operations.

Tank flush water and ballast water are included in cargo residues.

Ship's dues

Ships's dues is the standard sum payable by a ship to call at a harbour. The payment charged for reception of ship-generated waste, apart from waste water, is included in the standard harbour charge and is not related to the delivered quantity or type of waste.

This is what is known as the No Special Fee (NSF) principle.

6.3. **General provisions**

The harbour can receive the following types of ship-generated waste:

- Household refuse
- Oil-containing waste (cf. specification in subclause 6.6.2.1)
- Sewage water

Ship's Dues charge include the payment for discharge of ship-generated waste, apart from waste water.

However, the Harbour is entitled to claim individual payment provided one or more of the following conditions are met:

6.3.1.

If the volume of ship-generated waste to be delivered exceeds the volume that the ship, according to its size and type, would have generated since its latest call on a harbour at normal operation.

6.3.2.

If a ship wants to deliver waste outside the harbour's normal working hours.

6.3.3.

If the ship does not pay ship's dues.

6.3.4.

If the ship has not submitted a waste declaration as a minimum 24 hours prior to the requested waste delivery (cf. subclause 6.5 about waste notification).

6.4. Special conditions for delivery under the NSF principle

- As part of the NSF principle, the Harbour makes suitable containers available for waste collection. The charges are, however, payable according to subclause 6.11.
- If waste is to be collected using sludge truck or other mobile recipient, a separate charge is payable by an approved operator plus a 10% administration fee.
- The vehicle must be provided with a standard coupler and the ship must be able to pump the contents at the correct recipient capacity.
- Oil and oil-containing mixtures may not contain chemicals other than normal additives.
- Reference is made to arrangements made between the owner and the Harbour for regular services.

Please note:

- The NFS rules do not apply to cruise liners. These are required to make special arrangements.
- Separate payment will be debited for services rendered at the tariffs imposed by the Harbour at all times.

6.5. About waste notification

The ship's master of a ship planning to call at the harbour must complete a waste notification form stating the types and volumes of waste that the ship wishes to deliver.

This form must reach the SIKUKI no less than 24 hours prior to the envisaged start of the delivery, cf. subclause 6.3.4.

In the exceptional cases when a 24-hour notice is not possible, the SIKUKI may accept reception provided it does not incur additional costs for this service. To cover any additional costs, the SIKUKI may impose separate payment.

6.6. Special conditions applicable to individual types of waste

6.6.1. Household refuse

The ship can ask for one or more waste containers to be delivered to the berth of the ship during the harbour's normal working hours; however, in exceptional cases these containers can be delivered at other times, at the SIKUKI's option.

Such containers are only intended for household refuse from the galley etc. (and not environmentally hazardous waste).

Major volumes of ship-generated waste and chemicals of any kind may not be deposited in the containers.

6.6.2. Liquid waste

6.6.2.1. Oil residue and oil-containing mixtures

Ships may deliver oil sludge, used lubricating oil, machine waste oil etc.

Oil waste must be placed in the containers made available by the SIKUKI. A separate charge is payable if this waste is to be collected by a suction vehicle.

Oil-containing waste comprising emulsifiers that prevent separation into an oil phase and a water phase will not be accepted.

Separate charges are payable for non-pumpable machine waste oil etc. where delivery in barrels, caskets or similar is accepted, also for cleaning and destruction, if applicable, of the packaging.

6.6.2.2. Sewage water

Sewage water is collected by a suction vehicle at the quay side. Since payment for emptying is made directly to the operator concerned plus a 10% administration fee and according to his conditions this service is not governed by the NSF principle.

6.7. Chemical waste

Reception of chemical waste is subject to special arrangement and against payment.

6.8. Cargo residues

Reception and handling of cargo residues are debited to the ship according to the tariffs imposed at all times by the SIKUKI. In the event that there is no fixed tariff for the service delivered, this will be debited at the actual expense plus 15%.

6.9. Miscellaneous provisions

6.9.1.

Reception of oil waste, ballast and tank flushing water containing for example chemicals, hazard class 1 and 2 products or emulsifiers will not be accepted.

6.9.2.

Companies offering ship repair services, harbour tour operators and companies offering piloting services are to maintain and pay for their own reception facilities.

6.9.3.

Companies that disembark or receive oil products or liquid hazardous in bulk form are to set up their own reception facilities, also for ballast and tank flushing water containing oil or chemicals.

6.10. Liability

6.10.1.

The ship owner is liable for the consequences of any incorrect, misleading or missing information from the ship's master concerning the type and composition of the waste and any leakages caused by own defective devices (such as couplers or packaging) or incorrect operation of own devices upon delivery. The liability also applies to any resulting damage to a third party

6.11. Ordering and enquiries

Household refuse

600 L waste container

Per unit DKK 1500.00

Larger units

Actual expense + 15%

Chemicals Actual expense + 15%
Overtime and request fee as provided by clause 4.

Oil residue etc.

Oil residue using a suction vehicle Actual expense + 15%
Barrels Actual expense + 15 %
Overtime and request fee acc. to subcontractor's tariffs

Sewage water

Suction vehicle Per m³ Actual expense + 15%
Overtime and request fee acc. to subcontractor's tariffs

Liquid substances in bulk

Residue Actual expense + 15 %
Overtime and request fee acc. to subcontractor's tariffs

7. TEMPORARY STORAGE OF GOODS ETC.

7.1. General provisions

Goods etc. are to be stored as instructed by SIKUKI.

RAL has at its disposal the areas in the new container terminal leased by RAL.

Other areas are at the disposal of SIKUKI or the applicable tenant for the time being.

When storing goods, the type, volume and hazard class, if applicable, must be stated. Information about the owner(s) of the goods must also be given.

SIKUKI is not responsible for goods, including containers, machinery or devices stored or otherwise placed at the areas of the harbour.

Likewise, SIKUKI is not responsible for any damage to third parties by the stored or positioned goods, machinery or devices.

7.2. Storage of goods

7.2.1.

Goods compiled for later loading onto a ship may be placed at a suitable place as directed by SIKUKI. SIKUKI will charge a rent for this.

The Harbour has dedicated areas available for such purposes.

When leasing areas made available by RAL at the areas leased by RAL and those of other operators, such areas are leased directly from the operator and on the rental conditions provided by the operator.

7.3. Special conditions for storage etc.

Stored goods must be provided with owner's name and the date of storage. Goods may be stored for an agreed period of time and subsequent removal is subject to a 48-hour notice. If the deadline for removal of such goods is not observed, SIKUKI is entitled to have the goods moved or removed on the owner's risk and account.

Quays and streets on the quay side may not be overloaded. The largest permissible load is:

New container terminal, container area	10 tons/m ²
New container terminal, quay street	5 tons/m ²
Atlantic kaj	2 tons/m ²

Trawler kaj	1.5 tons/m ²
Fiskeri kaj	0.3 tons/m ²
Other quays	2 tons/m ²

Three metres from the quay must be kept free from part loads.

For storage of bulk goods posing a potential dust hazard, the following rigorous requirements apply:

Bulk goods must be removed as soon as possible once unloaded. When unloading bulk goods of this nature, these may not be stored on the quay longer than 48 hours prior to loading operation at the earliest.

If such bulk goods are left for more than 48 hours following unloading, SIKUKI is entitled to have the goods sprayed with freshwater as a minimum once a day on the cargo owner's account in the event that a potential dust hazard exists as deemed by SIKUKI.

In the event of strong winds at the time of loading and unloading, which might cause enterprises in the immediate vicinity to be inconvenienced by the dust, SIKUKI will instigate immediate spraying of the cargo on the owner's account.

In the event of particularly unfavourable weather conditions, SIKUKI can order the loading and/or unloading operation to be stopped.

7.4. Temporary lease of lay down areas

The following rent tariffs apply to the lay down areas made available by SIKUKI

Goods, short term	Per m ² /week	DKK 3.00
Goods, long term	Per m ² /month	DKK 8.00
Lay Down Area Fyrø	Per m ² /month	DKK 8.00

A heavy goods surcharge of DKK 4.00 per m²/month will be charged for lease of lay down areas specifically designed for heavy loads, in addition to the lay down rent tariffs listed above.

Any leases that permanent tenants, such as RAL in the new container terminal, may charge are of no concern to SIKUKI. SIKUKI does, however, reserve the right to adjust its own prices in accordance with market trends.

8. CLEANING

8.1. Cleaning

The cargo owner or his authorised representative must see it that the area used on the quay is cleaned after completion of the loading or the unloading operation.

Any spill from the cargo must be collected in containers or swept up and deposited at an approved dump.

Alternatively, the spill may be collected and used by the cargo owner.

8.2. Liability

The cargo owner or his authorised representative are liable for any such cleaning operation and any expenses incurred by this, including depositing waste at an approved dump as provided by the waste regulations issued by Kommuneqarfik Sermersooq.

8.3. Monitoring

SIKUKI monitors that the above rules are observed.

In the event of particularly unfavourable weather conditions when it is not possible in SIKUKI's opinion to load or unload safely without causing enterprises in the immediate vicinity to be considerably inconvenienced by the dust, the unloading or the loading operation will be stopped.

9. LIABILITY AND LIMITATION OF LIABILITY

Since SIKUKI does not in any way handle goods, any storage etc. takes place at the operator's own risk.

Any damage that might arise as a result of goods handling is likewise of no concern to SIKUKI. Any such matters must be settled as per arrangement with the operator concerned for each harbour facility.

10. PASSENGER CHARGES

SIKUKI is entitled to levy passenger charges for passengers embarking on or disembarking from ships in the harbour.

To be specified.