



Business Terms & Conditions For Sikuki Nuuk Harbour A/S 15 April 2017

1. INTRODUCTION	3
1.1. General	3
1.2. User payment for services rendered by the port.....	3
1.3. Commissioning of berths and services	3
2. TERMS OF PAYMENT AND REGULATION	3
3. HARBOUR DUES AND WHARFAGE.....	4
3.1. Harbour dues.....	4
3.2. Wharfage	4
3.3. Submission of information	5
4. FRESH WATER	5
5. ELECTRICAL SUPPLY	6
6. OTHER SERVICES.....	6
7. WASTE FROM SHIPS	6
7.1. Regulatory framework, etc.....	7
7.2. Definitions	7
7.3 General Provisions.....	7
7.4. Regarding waste notification.....	8
7.5. Special provisions for each type of waste	8
7.6 Liability.....	9
7.7. Requisition and inquiries	9
8. LEASING OF AREAS AND TEMPORARY STORAGE OF GOODS, ETC.	10
8.1. General Provisions.....	10
8.2. Storage of goods.....	10
8.3. Special terms and conditions for leasing and storage, etc.....	10
8.4. Area leasing	11
9. CLEANING OF AREAS.....	11
9.1 Cleaning of areas	11
9.2. Liability.....	11
9.3. Monitoring.....	11
10. LIABILITY AND LIMITATION OF LIABILITY.....	11

1. INTRODUCTION

1.1. General

For the use of land, berths and facilities belonging to Sikuki Nuuk Harbour A/S as well as the sale of services, user payments are charged according to these **Business Terms and Conditions**, which must at all times be approved by the Greenland Self-Government.

Regarding the regulation of the overall conditions, responsibilities, penalties, etc. in Nuuk Harbour, reference is made to the **Rules of Procedure for Sikuki Nuuk Harbour A/S**, which must at all times be approved by Greenland's Self-Government.

Changes to the Business Terms and Conditions must, in each case, be approved by Greenland's Self-Government.

1.2. User payment for services rendered by the port

For berthing, loading/unloading, as well as the use of the port's land and facilities, harbour fees for ships, wharfage for goods and passengers, as well as the payment for waste management, land leasing and services such as electricity, water, line handling, etc are required.

1.3. Commissioning of berths and services

Inquiries regarding and commissioning of Sikuki Nuuk Harbour A/S services are made by contacting Sikuki Nuuk Harbour A/S at:

Mail: booking@sikuki.gl,
VHF Channel 12
Telephone: +299 48 64 37

2. TERMS OF PAYMENT AND REGULATION

Payment terms for services at Sikuki Nuuk Harbour A/S are 14 days net, unless otherwise agreed upon. If payment deadlines are exceeded, fees and interest will be calculated and added.

Reminder fee:	DKK 100.00
Interest:	1.5 % per month started

In the case of payment by credit card, a credit card fee will be payable according to the type of card. In principle, no cash payments will be received.

2.1 Annual adjustment of fees

Rates for harbour dues for ships, goods, passengers and other services are adjusted annually with a 2% rate increase.

3. HARBOUR DUES AND WHARFAGE

3.1. Harbour dues

3.1.1. General provisions

All ships and vessels, including container ships, passenger ships, construction ships, commercial ships, pleasure vessels, barges, and all other floating equipment, must pay to call at the port.

The harbour dues are the responsibility of the ship.

The harbour dues are calculated based on the total gross tonnage of the ship (GT) and are calculated per call at the port with 1 DKK per GT. A minimum of 70 GT is paid regardless of whether the ship is smaller than this. Ships over 70 GT pay for the actual GT.

The payment covers stays in port for up to 4 days. In case of stays over 4 days, proportional additional user charges per 24 hours will be calculated. Delaying or moving between different quay sections is perceived as one stay and not as a new call to port.

Ships below 70 GT, which use tidal stairs in Nuuk for unloading and loading passengers, etc., are classified as subscriptions with a minimum tariff of DKK 3,000 per half year. Ships above 70 GT pay a minimum $GT/70 \times DKK 3,000$ per half year.

Harbour dues for stays at Trawlerkajen, Fiskerikajen, Monteringskajen and Kutterkajen, are classified as a subscription with a minimum rate of DKK 9,000 per half year for ships under 70 GT. Ships over 70 GT pay $GT/70 \times DKK 9,000$ per half year. For longer stays/laying at other sections of the wharf, harbour dues are paid according to the same principle and tariff.

Keys may be delivered to Kutterkajen in exchange for a deposit. Keys are personal.

3.1.2. Barges

For barges, 25% of the rate under Section 3.1.1 is paid according to the gross tonnage of the barge (GT).

3.1.3. Exemption from harbour dues

Exemption from harbour dues are:

- A. Ships belonging to Danish or foreign state authorities, which are not designed to carry goods or passengers. Exemption may be revoked by prolonged continuous stays/laying beyond 21 days.
- B. Vessels that have entered the port solely to seek medical attention, allow the sick to disembark, were shipwrecked and the like, and vessels which, due to an emergency, storm, fog or other weather conditions, are obliged to seek a port, provided that the stay in the port is not extended over 24 hours.
- C. Pleasure craft. However, these can only stay outside fixed berths for up to 24 hours with permission.
- D. No harbour dues are paid in connection with the purchase of fresh and iced seafood products when this is done in Østre Vig as well as at Trawlerkajen and Fiskerikajen. For continued stay at port after purchases are made, harbour dues must be paid.

3.2. Wharfage

3.2.1. General Provisions

For all goods that are unloaded or loaded or otherwise put to sea or taken on land at port or similar, wharfage must be paid for the goods.

Wharfage shall be borne by the recipient of the goods or the consignor of the goods.

For any rate changes, the user payment must be calculated on the basis of the charges in force at the time when unloading or loading began.

User payment Containers (TEU = Twenty-foot Equivalent Unit)	DKK 49/TEU
User payment Unit Goods	DKK 13/tonne
User payment Fish and Shellfish	DKK 35/tonne
User payment Sand and Chippings	DKK 13/m ³

If a product is not specified separately, the payment amounts to DKK 13/tonne.

3.2.2. Exemption from wharfage

Certain product groups are exempt from wharfage. Request for exemption from wharfage must be made by the captain or the ship's agent prior to loading or unloading.

The following goods are exempt from wharfage:

- A. Empty containers, used for liner traffic, which are not shipped as merchandise.
- B. Provisions and other supplies for the ship's own use.
- C. Goods transported along the wharf during the same stay in port to the same ship without further handling or processing.

3.3. Submission of information

3.3.1. Harbour dues:

The captain or the ship's agent must provide the port with the necessary information about the ship, for the purpose of calculating and collecting the harbour dues and any fees. The ship owner/charter name must be included in the information.

Upon request, the ship or agent must be able to document the information communicated to the port by providing relevant ship documents and insurance information.

The captain or the ship's agent must also provide the port with the necessary information for the production of statistics about the ship, passengers and cargo, which includes any vehicles being transported, containers etc.

The required information must reach the port no later than the ship's departure or upon completion of the operation concerned if the ship remains in the port thereafter.

3.3.2. Wharfage:

The captain or the ship's agent must provide the port with the information required for the calculation and collection of wharfage regarding the unloading and loading of the ship's cargo when submitting the ship's and goods' declaration.

Upon request, the ship or agent must be able to document the information communicated to the port by providing cargo documents and weight documents, etc.

The required information must reach the port no later than 8 days after the ship's departure or upon completion of the operation concerned, if the ship remains in the port thereafter.

4. FRESH WATER

Water delivery at Greenland's Harbour is carried out by Sikuki, where possible.

Water delivery	DKK 50/cu m.
Thus a minimum	DKK 275/delivery

Delivery of water at Qeqertat (New Container Terminal) is carried out by Royal Arctic Line A/S in accordance with their business terms and conditions. The cost must be settled directly with RAL.

5. ELECTRICAL SUPPLY

Delivery of electricity at Qeqertat (New Container Terminal) is carried out by Royal Arctic Line A/S in accordance with their business terms and conditions. The cost must be settled directly with RAL.

Sales of electricity at other wharf areas, where possible, are carried out by Sikuki.

Electricity rate (kWh = kilo watt hour)	Rate applicable per kWh and fees
Connection during the port's open hours	DKK 250/connection
Purchase of electricity cards for Kutterkajen	DKK 450/card

For connections outside the port's opening hours, the minimum is 4 hours, cf., Section. 6.7.1.

During open hours for use on Kutterkajen, an electricity card may be purchased from Sukuki, which can be refuelled at the user's request.

25% is added to the electricity fee for the establishment and maintenance of the electricity supply.

6. OTHER SERVICES

6.1. Crew

Port Operations Assistant, every day between 08:00-16:00 started, per crew member DKK 450/per hour

Overtime + 50 %

15% will be added to requests for external assistance in handling fees
Calling outside of the port's open hours, a minimum 4 hours is charged

6.2. Line handling, cleaning, etc.

cf. Section 6.1.

6.3. Pilot

Reference is made to the legislation in force regarding pilotage in Greenland's waters, cf. The Danish Maritime Authority.

6.4. ISPS

The cost of strengthening security beyond security level 1 will be charged to each user, plus a 15% handling fee.

7. WASTE FROM SHIPS

In establishing effective reception systems, Sikuki wants to contribute to achieving a positive environmental effect through the proper handling of ship-generated waste. The goal is to make it easy for ships arriving at the port to dispose of their waste at the port. This can help reduce pollution of the marine environment.

7.1. Regulatory framework, etc.

The Inatsisartut Act no. 9 of 22 November 2011 on the protection of the environment Home Rule Executive Order no. 28 of 17 September 1993 on waste disposal, Home Rule Executive Order no. 29 of 17 September 1993 on oil and chemical waste, Regulations for industrial waste, Sermersooq Municipality

7.2. Definitions

Harbour dues:

The amount a ship normally pays for port calls. Payment for the receipt of certain forms of ship-generated waste is included in the harbour dues. This principle is referred to as NSF = "Free of Charge" or "No Special Fee".

Ship-generated waste:

Term for any type of waste, including galley waste, municipal waste, packaging, wastewater, oil residues, chemicals and residues other than cargo residues generated while the ship is in operation. Please note that only certain types of ship-generated waste can be delivered under the NSF rules.

Cargo residues:

Residues of cargo materials in cargo spaces or tanks after discharge and cleaning have been completed, including residues from cargo and spillage during loading and unloading. Cargo residues also include tank flushing and ballast water. Please note that cargo residues cannot be delivered under NSF rules.

7.3 General Provisions

The port may receive the following types of ship-generated waste:

- A. Municipal waste and galley waste (NSF see Section 7.3.1.)
- B. Oily waste less than 50 litres (NSF, see Section 7.3.1)
- C. Oily waste above 50 litres (for a fee)
- D. Sewage (for a fee)
- E. Chemicals (only by separate agreement and for a fee)

7.3.1 Special conditions for NSF (No Special Fee)

Payment for delivery of galley waste, municipal waste and oily waste less than 50 litres is included in the normal harbour dues under NSF.

The delivery of oily waste over 50 litres, sewage, cargo residues and chemicals is not covered by NSF.

The port is entitled to claim separate payment in the following cases:

- A. If the amount of ship-generated waste to be handed over under NSF is greater than the amount the ship—taking into account its size and type—would produce in normal operation since the last port call.
- B. If waste is to be delivered outside the normal working hours of the port.
- C. If no harbour dues are paid.
- D. In the case of cruise ships.
- E. If no waste notification has been submitted, at least 24 hours before the shipment of waste is requested (see section 6.4 regarding waste notification).

Sikuki Nuuk Harbour A/S provides suitable waste containers and collection tanks where ship-

generating waste under NSF can be delivered.

Oil and oily mixtures delivered under NSF must not contain chemicals other than normal additives and must be filled with the separate collection tanks.

Separate payment will be charged for services based on the rates applicable by the port at any time.

7.4. Regarding waste notification

The captain of a ship planning to call into port must complete a waste notification indicating the types and quantities of waste the ship wishes to deliver.

Such notification must reach the port no later than 24 hours before the requested delivery time.

In exceptional cases where 24-hour notice is not possible, the port may accept to receive the delivery provided that no additional costs are incurred. To cover any extra costs, the port may charge separate payment.

7.5. Special provisions for each type of waste

7.5.1. Municipal waste and galley waste

Reception of municipal waste and galley waste under NSF rules is provided by the use of waste containers located in the wharf area. Waste containers must be emptied regularly and must not be overfilled. If a waste container is filled, the ship is referred to one of the other containers in the port and the port is informed. Waste must not be stored by waste containers.

Port waste containers are only intended for municipal waste, galley waste and similar (non-hazardous waste). Larger units of operational waste, furniture, scrap metal and chemicals of any kind may not be deposited in the waste containers. Appropriate waste containers can be obtained from the port for a fee.

Within the normal working hours of the port, waste containers can be requested, which are delivered at the vessel's berth.

7.5.2. Oil residues and oily mixtures

In the containers set up by the harbour, oil sludge, used lubricating oil, machine waste and similar up to 50 litres, can be delivered under the NSF rules.

Quantities exceeding 50 litres must be delivered to the Municipal Sermersooq incinerator facility.

The ship can request sludge removal or other transport on its own. If Sikuki requests sludge removal or other transport, a handling fee of 15% will be added.

Oily waste containing emulsifying agents that prevent separation in an oil phase and in an aqueous phase will not be received.

For receipt of non-pumpable waste oil, etc., which is approved delivered in barrels, casks or the like - a separate fee will be charged, including for cleaning and any destruction of the packaging.

7.5.3. Sewage

Sewage is to be collected with sludge removal at the wharf and is not subject to NSF rules.

The ship can requisition sludge removal itself. If Sikuki requests sludge removal, a handling fee of 15% will be added.

7.5.4. Chemical waste

Reception can only occur by separate agreement and for a fee.

Certain types of chemicals may be subject to refusal (see Section 7.5.6).

7.5.5. Cargo residues

Cargo residues are received only by separate agreement and for a fee.

Certain types of cargo residues may be subject to refusal (see Section 7.5.6).

7.5.6. Other provisions

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

Ship repair companies, port cruise companies, and port towing companies must maintain and pay for waste disposal themselves.

Companies that ship or receive oil products or harmful liquid substances in bulk must establish their own reception facilities, including receiving oil or chemical mixed ballast and tank flushing water.

7.6 Liability

The shipping company is liable for the consequences of incorrect, misleading or missing information from the captain about the nature and composition of the waste and for leaks caused by their own defective material (e.g. coupling joints or packaging) or faulty operation of their own material at the time of delivery.

The liability also applies to damages inflicted on third parties in this connection.

7.7. Requisition and inquiries

7.7.2. Municipal waste

Waste containers of 600 L	DKK 1,500 per unit
Larger units	Actual fee + 15 %
Overtime and call cf. Section 6.1 and subcontractor rates	

7.7.3. Oil residues, chemicals, etc.

Oil residues in cans, etc.	DKK 6.50 per litre
Oil residues w/sludge removal	Actual fee + 15 %
Drums	Actual fee + 15 %
Chemicals	Actual fee + 15 %
Overtime and call cf. Section 6.1 and subcontractor rates	

7.7.4. Sewage

Sludge removal	Actual fee + 15 %
Overtime and call cf. Section 6.1 and subcontractor rates	

7.7.5. Cargo residues

Truck, sludge removal, crew, disposal	Actual fee + 15 %
Overtime and call cf. Section 6.1 and subcontractor rates	

8. LEASING OF AREAS AND TEMPORARY STORAGE OF GOODS, ETC.

8.1. General Provisions

Storage of goods, etc. must occur in accordance with the port's instructions.

RAL claims responsibility over the areas leased by RAL at the new Container Terminal.

Sikuki or the tenant has the responsibility over the remaining areas at all times.

When storing goods, the nature, quantity and possible hazard class of the goods must be stated. In addition, information must be provided about the ownership of the goods.

Sikuki Nuuk Harbour A/S assumes no responsibility for goods, including containers, machinery and equipment which are held or placed on the port's premises.

In addition, Sikuki Nuuk Harbour A/S will not assume any liability for any damage caused to third parties by the person responsible.

8.2. Storage of goods

Any goods assembled for subsequent loading into a ship may, by agreement, be placed in a suitable space, subject to a fee for area leasing. Sikuki Nuuk Harbour A/S has special areas for this purpose.

When leasing an area that is made available by RAL in the areas rented by RAL, and at other operator's areas, area leasing is conducted directly with the operator according to the operator's leasing conditions.

8.3. Special terms and conditions for leasing and storage, etc.

The goods must bear information regarding the owner, name and date of storage.

Goods may be stored for an agreed period and must then be removed. If the time limit for the removal of such goods is not met, the port shall be entitled to have it moved or removed at the expense and risk of the owner.

Wharfs and quays must not be overloaded. Maximum permissible load is:

A. Ny Container terminal / Container area	10 tonnes/m ²
B. Ny Container terminal / Quay	5 tonnes/m ²
C. Gammel Atlantkaj	2 tonnes/m ²
D. Trawlerkaj	1.5 tonnes/m ²
E. Kutterkaj	0.3 tonnes/ m ²
F. Other wharf facilities	2 tonnes/m ²

The area 5 metres from the wharf's edge must be kept free of loose goods.

The following—more stringent requirements—will apply to the storage of bulk goods that carry the risk of dust hazard:

- A. Bulk cargo must be removed as soon as possible after unloading. When loading bulk

cargo, it must be placed on the wharf no earlier than 48 hours before loading commences.

- B. If bulk cargo remains for more than 48 hours after unloading, the port may require the cargo to be sprayed with fresh water at least once a day at the expense of the cargo owner in cases where the port considers that there is a risk of dust hazard.
- C. In the event of strong winds at the time of loading and unloading, where, in the Port's opinion, a dust hazard may occur for companies in the immediate vicinity, an immediate over-spray will be initiated at the expense of the cargo owner.
- D. Under particularly unfavourable weather conditions, the port may require loading or unloading to be stopped.

8.4. Area leasing

For the areas available from Sikuki Nuuk Harbour A/S, the following rent is paid:

Area leasing, short term	Per m ² /week	DKK 5.00 (less than 6 months)
Area leasing, long term	Per m ² /month	DKK 15.00 (more than 6 months)
Storage area on Fyrø	Per m ² /month	DKK 10.00

The above rates include land and access to the leased area. If electricity is requested, this can be established for an additional fee.

Fees that fixed tenants, including RAL at the new Container Terminal, may charge, are irrelevant to Sikuki Nuuk Harbour A/S.

9. CLEANING OF AREAS

9.1 Cleaning of areas

The cargo owner or his agent must ensure that the wharf area used is cleaned and immediately cleared after the end of the loading/unloading operation so that the wharf area can be used by the next ship.

If necessary, the cargo owner or his agent may agree in advance with Sikuki on an extended deadline for cleaning and clearing.

9.2. Liability

The cargo owner or his agent is responsible for the said cleaning and for the expenses associated therewith, including depositing at an approved landfill in accordance with Sermersooq Municipality's Waste Regulations.

9.3. Monitoring

Compliance with the above rules shall be monitored by the port.

Under particularly adverse weather conditions, where the goods in question, in the port's opinion, will not be able to be loaded/unloaded, without this causing significant inconvenience to companies in the immediate vicinity, unloading/loading will be stopped.

10. LIABILITY AND LIMITATION OF LIABILITY

Sikuki Nuuk Harbour A/S does not carry out any handling of goods, storage etc., which is at one's own risk.



Damages related to the handling of goods are likewise irrelevant to Sikuki Nuuk Harbour. This is clarified by agreement with the individual operator for each port facility.