

⚠ IMPORTANT NOTICE — NON-BINDING TRANSLATION

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General Terms and Conditions of Wolgaster Hafengesellschaft mbH

Non-binding English translation — the German original is the sole legally binding version

SECTION I: GENERAL PROVISIONS

1. General

1.1 Wolgaster Hafengesellschaft mbH (hereinafter: "WHG") operates the Südhafen Wolgast and the Industriehafen Ueckermünde-Berndshof and is active in particular as a comprehensive port services provider as well as a stevedoring, cargo-handling and storage business.

1.2 All water and land areas of the Südhafen Wolgast and the Industriehafen Ueckermünde-Berndshof, including the transport routes, car parks, weighbridges, halls, etc., as well as all other port facilities in accordance with the port plans published by WHG as amended from time to time, are hereinafter referred to as the "port area".

1.3 The use of the port area by port users, customers or other contractual partners of WHG (hereinafter individually or collectively: "port user"), as well as all offers, acceptances, services and business relationships with WHG, are subject to the following General Terms and Conditions of WHG (hereinafter: "GTC") as amended from time to time.

1.4 The version of the GTC in force at the relevant time shall also apply to all future business relationships and contracts with WHG. Any deviating terms and conditions of the port user are hereby objected to, including in the case of letters of confirmation. This shall not apply only where WHG expressly consents in writing to such deviations.

1.5 In addition to these GTC, every port user is obliged to observe the applicable public-law provisions governing the use of the port area and the port facilities.

1.6 All parties involved with the vessel and its cargo (charterers, shipowners, owners, outfitters, and any other natural or legal person who uses the vessel in question or uses, or causes the use of, the port facilities) shall be deemed "port users" within the meaning of these GTC and shall be jointly and severally liable to WHG under this contract. The port user is furthermore liable for the vessel's crew, including the master.

2. Port regulations, accident prevention, smoking ban

2.1 The port regulations of WHG, published separately (e.g. by notice), apply throughout the entire port area. Every port user is obliged to observe and fully comply with the provisions of the port regulations.

2.2 In addition, every port user undertakes to observe and fully comply with the following provisions for the prevention of accidents and damage within the port area.

2.3 Smoking is prohibited throughout the entire port area, except where permitted in designated smoking areas.

2.4 The use of fire and open flame, and in particular the carrying out of welding work and other work generating sparks or extreme heat, requires the prior written consent of WHG.

2.5 Every port user must follow the instructions of port personnel and observe the requirements and prohibitions posted by signage within the port area.

SECTION II: ORDERS, PAYMENTS, OPERATING HOURS

3. Placing of orders

3.1 All services of WHG are provided on the basis of written order confirmations or written contracts. In exceptional cases, orders may be placed verbally or by telephone, provided that written confirmation is submitted without delay.

3.2 The contract for the use of the port is concluded by calling at the port area or using WHG's port facilities, unless otherwise agreed.

3.3 Orders must contain all information required for proper performance of the order. The port user warrants the accuracy of its information, in particular regarding the type, quantity and weight of the goods. Dangerous goods must be specifically indicated.

3.4 WHG is entitled, but not obliged, to verify the port user's information. If discrepancies are found, the port user shall bear the costs of the inspection. Any discrepancies found during inspections will be communicated to the port user without delay. In case of doubt as to the accuracy of the information, WHG may also require that the entire contents of the shipment be presented.

4. Order performance and operating hours

4.1 WHG is entitled, at its own discretion, to engage subcontractors to fulfil its contractual obligations.

4.2 WHG provides its services at the Südhafen Monday to Friday between 07:00 and 17:00. Outside these operating hours, WHG will only act on the basis of a separate written agreement.

4.3 WHG provides its services at the Industriehafen Ueckermünde-Berndshof only in accordance with separate agreement.

4.4 At WHG's request, all port users are obliged to permit working operations even outside the stated operating hours and to create the necessary conditions for this on the vessel side.

4.5 All statements made by or to the master, the port user, the agent or the ship's representative shall be binding on the vessel.

5. Offers, prices and payments

5.1 All offers of WHG are subject to change without notice. All prices are quoted in euros, plus the applicable value-added tax.

5.2 Invoices are due, without any deduction, 14 days from the invoice date, unless otherwise specified by WHG.

5.3 An additional fee of €5.00 per invoice will be charged for the re-issuance and dispatch of invoices due to incorrect information provided by the customer.

5.4 In the event of default, all of the port user's liabilities to WHG shall become immediately due. In addition, WHG is entitled to provide all further services only against advance payment. Further claims by WHG remain reserved.

SECTION III: HANDLING OF VESSELS

6. General provisions for the handling of vessels

- 6.1** The port user is obliged to register the vessel for handling with WHG in good time. Registration must generally be made by no later than 13:00 on the day preceding the planned handling.
- 6.2** The port user must hand over the relevant cargo manifests to WHG in good time before the start of handling operations.
- 6.3** The vessel and its equipment must be suitable to allow loading of at least 250 t/h to the filling point.
- 6.4** Loading and unloading using the vessel's own equipment is only permitted with WHG's prior written consent.
- 6.5** All stevedoring and land-side handling work is carried out by WHG and invoiced to the port user in accordance with the port tariff attached as an annex to the GTC (hereinafter: "port tariff"). The port tariff as amended from time to time applies to every vessel calling at WHG's port area. Services such as shore power connections, etc., are provided on the basis of separate orders and invoiced separately.
- 6.6** Waiting times on land for which WHG is not responsible will be invoiced separately to the port user. If the port user is responsible for the delay — for example because the vessel is not seaworthy — resulting in waiting times on land, the port user is obliged to pay WHG lump-sum compensation of €100.00 for each hour or part thereof of waiting time, without the need to prove any specific damage. Further claims remain reserved.
- 6.7** In principle, WHG is not obliged to take out insurance for the goods.

7. Dangerous goods

- 7.1** The port user is obliged to inform WHG of dangerous goods before placing the order, but in any event in good time before reaching the port area, and to provide WHG with all necessary information.
- 7.2** The port user is obliged to deliver packages bearing the prescribed markings.
- 7.3** WHG is entitled to reject goods, or to demand their removal from the port area and port facilities, if their nature, properties and/or packaging endanger or fail to ensure safe handling.

8. Berths

- 8.1** The berth is assigned to the port user by WHG.
- 8.2** Every vessel must be ready to shift berth at all times. The costs of shifting are borne by the vessel.
- 8.3** Notwithstanding the assignment of a berth by WHG, the port user and the master are responsible for ensuring that the vessel is fit and suitable to occupy and use the assigned berth and for complying with all related public-law provisions.
- 8.4** WHG is entitled to require the port user, including the master, to shift the vessel to another berth and to leave the port without delay once handling work has been completed. If a port user or master fails to comply with the above instructions, the port user shall be liable to WHG for damages, including berth fees/overstay fees and loss of profit.

8.5 If a port user or master claims that the vessel cannot leave the berth, e.g. due to lack of seaworthiness, WHG is entitled to commission an expert to verify this at its own expense. The vessel is obliged to provide the expert with all necessary information and, in particular, to allow the expert on board. If the expert concludes that the seaworthiness required to leave the berth exists, the port user shall pay WHG, in addition to the claims under Clause 8.4, lump-sum compensation of €100.00 for each hour or part thereof, without the need to prove any specific damage, and shall bear the costs of the expert. WHG shall furthermore have the right to have the ordered measures carried out by third parties at the cost and risk of the vessel. Further claims by WHG remain unaffected.

9. Loading and unloading of vessels

- 9.1** Loading of vessels takes place at the stowage location on board specified by the vessel.
- 9.2** The vessel must be suitable for unloading using a grab. Otherwise, WHG is entitled to refuse to unload the vessel, without this giving rise to any claims by the port user. In this case, the port user shall indemnify WHG against any third-party claims. This also applies to the necessary costs of legal defence.
- 9.3** The vessel is obliged, at its own expense, to provide lighting for the hatches on the vessel side during loading and/or unloading.
- 9.4** The opening and closing of hatches is carried out by the ship's crew at the cost and risk of the vessel.
- 9.5** WHG is entitled to require the vessel to work continuously until the handling operation is fully completed and the vessel is cleared.
- 9.6** Overtime of the ship's crew is in every case borne by the vessel.
- 9.7** Risk in the goods passes to the vessel upon passing the ship's rail. All activities taking place after this point in time that serve to move the goods to their final stowage location are carried out on behalf of, and at the expense of, the vessel.
- 9.8** When unloading the vessel, the goods are deemed to have been taken over by WHG upon passing the ship's rail, subject to findings as to quantity and quality.
- 9.9** The disposal of ship waste must be notified in writing to the harbour master or the operations manager in good time in advance. The port user is advised that the disposal of more than 1 m³ of bilge water/sludge must be notified and requires a specialised disposal company to be commissioned. The port user is obliged to bear the resulting costs and to indemnify WHG against all related costs and expenses.
- 9.10** The port user or the vessel is obliged to grant WHG employees access on board, following prior notice, for all services to be provided by WHG on board.

SECTION IV: HANDLING OF VEHICLES / TRUCKS

10. General provisions for the handling of vehicles / trucks

- 10.1** The port user is obliged to register the vehicle or truck for handling at WHG's reception point.
- 10.2** The port user must hand over the relevant cargo manifests to WHG in good time before the start of handling operations.
- 10.3** Where handling work is required, it is carried out by WHG and invoiced to the port user in accordance with the port tariff attached as an annex to the GTC (hereinafter: "port tariff").
- 10.4** In principle, WHG is not obliged to take out insurance for the goods.

11. Dangerous goods

- 11.1** The port user is obliged to inform WHG of dangerous goods before placing the order and to provide WHG with all necessary information.
- 11.2** The port user is obliged to deliver packages bearing the prescribed markings.
- 11.3** WHG is entitled to reject goods, or to demand their removal from the port area and port facilities, if their nature, properties and/or packaging endanger or fail to ensure safe handling.

12. Loading and unloading of vehicles / trucks

- 12.1** Vehicles/trucks are processed in the order specified by WHG. This order need not correspond to the order of arrival in the port area.
- 12.2** WHG is entitled to refuse to process a truck at the weighbridge if the written contract authorising the truck to unload the goods within the port area is not presented, without this giving rise to any claims by the port user. In this case, the port user shall indemnify WHG against any third-party claims. This also applies to the necessary costs of legal defence.

SECTION V: STORAGE

13. Storage

- 13.1** WHG is entitled to reject goods and merchandise that it does not consider suitable for storage.
- 13.2** Dangerous goods may only be brought into the port area with the express written approval of WHG.
- 13.3** The place of storage is specified by WHG. WHG is entitled to relocate stored goods. Where there is good cause for which WHG is not responsible, relocation takes place at the depositor's expense.
- 13.4** WHG will only release stored goods against presentation of the loading documents issued or signed by the person entitled to dispose of the goods.
- 13.5** WHG will only take out warehouse-keeper's insurance for stored goods upon prior written request. The insurance premium is to be borne by the respective port user or depositor. Theft insurance is the responsibility of the port user or depositor.

14. Lien and right of retention

14.1 WHG has a statutory lien on stored goods.

14.2 In addition, WHG has a lien and right of retention on goods delivered to it in respect of all outstanding claims. The same applies to amounts deposited in place of the goods and to claims arising from insurance of the goods. The port user hereby assigns its respective claims to WHG as and when they arise. WHG hereby accepts this assignment.

14.3 In the case of the lien and right of retention, WHG is entitled, following an unsuccessful reminder to the port user or debtor, to dispose of the goods without observing any formalities until its own claim is satisfied. This also applies if the port user or debtor cannot be identified.

SECTION VI: DAMAGE, LIABILITY, LIMITATION

15. Notification of damage

15.1 Any damage must be reported to WHG in writing without delay.

15.2 Without a prior written notice of defects, WHG's liability for obvious defects is excluded after 5 days have elapsed.

16. Limitation of liability

16.1 WHG, its representatives, employees and vicarious agents (referred to collectively in Clauses 16, 17 and 18 as: "WHG") shall be liable, on whatever legal grounds, exclusively in accordance with the following provisions.

16.2 WHG shall be liable only for intent and gross negligence, unless the liability concerns the breach of material contractual obligations or claims for damages due to the assumption of a procurement risk or a guarantee.

16.3 Except in the case of intentional breach of contract, WHG shall not be liable for loss of profit, unrealised savings, indirect damages and/or consequential damages.

16.4 In contracts with businesses, legal entities under public law, or special funds under public law, WHG's liability, except in the case of intentional breach of contract, shall also be limited in amount to the damage reasonably foreseeable by WHG at the time the contract was concluded, but at most to the maximum liability amount provided for by law or the ADSp (German Freight Forwarders' Standard Terms and Conditions).

16.5 The above limitations of liability do not affect WHG's liability for culpable injury to life, body or health.

17. Limitation period

17.1 All claims for damages against WHG become time-barred within one year of delivery or loading of the goods.

17.2 All other claims against WHG become time-barred within one year of the claim arising.

18. Preclusive period

18.1 If WHG has rejected a reported defect or claim for damages, any claims of the port user shall lapse unless they are asserted by the port user before the competent court within one month of receipt of the rejection.

19. Data protection

19.1 The port user is informed that WHG reserves the right to process and store personal data obtained in the course of the business relationship in accordance with the provisions of the Federal Data Protection Act (Bundesdatenschutzgesetz).

19.2 The port user acknowledges and, by using the port area, expressly consents to the fact that WHG monitors the port area by video. WHG is entitled to store the video recordings for evidentiary purposes.

20. Final provisions

20.1 Without WHG's express written consent, the port user is not entitled to assign claims against WHG to third parties.

20.2 The port user may only set off against claims of WHG if the port user's counterclaim is undisputed or has been finally and bindingly established.

20.3 The port user may only assert a right of retention to the extent that it is based on claims arising from the same contractual relationship.

20.4 In all other respects, the ADSp (German Freight Forwarders' Standard Terms and Conditions) in their latest version shall apply, provided these GTC do not contain special provisions.

20.5 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of performance is Vierow.

20.6 The exclusive place of jurisdiction for both parties is the court having jurisdiction for Vierow, insofar as this is legally permissible.

20.7 Should individual provisions of these terms be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the invalid provision.

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Port Tariff of Wolgaster Hafengesellschaft mbH

Südhafen Wolgast — Non-binding English translation

1. Basis of calculation

The following are the basis for calculating port charges:

1. For seagoing vessels, the gross tonnage (GT) according to the International Tonnage Certificate (1969).
2. For inland vessels, the maximum carrying capacity in tonnes as stated in the measurement/calibration certificate.
3. For other craft, calculation is based on surface area, using the result of the greatest length multiplied by the greatest width.
4. Where charges are levied per time period, the full charge is applied for each period commenced.
5. Unless otherwise specified, charges under this tariff are net amounts plus statutory value-added tax.

2. Port dues

Port dues are payable for vessels entering the port area. Port dues are levied in the name and for the account of the town of Wolgast. Calculation is based on the "Statute on the Levying of Charges for the Use of the Port of Wolgast" of the town of Wolgast, as amended from time to time.

3. Security charge (ISPS Code)

A security charge is payable for seagoing vessels with a GT >500 occupying a berth. The security charge for each port call, for vessels and other watercraft, is:

Basis	Charge
per GT	€0.06

4. Quay usage charge

A quay usage charge is payable for the use of quay facilities during vessel handling. No quay usage charges are levied for provisions, equipment and operating supplies intended for the vessel's own use. Quay dues are levied in the name and for the account of the town of Wolgast. Calculation is based on the "Statute on the Levying of Charges for the Use of the Port of Wolgast" of the town of Wolgast, as amended from time to time.

5. Berthing fee

The berthing fee is levied in the name and for the account of the town of Wolgast. Calculation is based on the "Statute on the Levying of Charges for the Use of the Port of Wolgast" of the town of Wolgast, as amended from time to time.

6. Supply and disposal

6.1 A charge is payable for the withdrawal of drinking water directly at the quay facilities.

6.1.1 Water charges are:

Volume	Charge
up to 20 m ³	€4.00/m ³
over 20 m ³	€3.50/m ³

plus a flat connection fee of €20.00

6.2 On the basis of the Ship Waste Disposal Act of the State of Mecklenburg-Vorpommern of 16 December 2003 (Schiffsabfallentsorgungsgesetz – SchAbfEntG M-V), port operators are obliged to properly accept and dispose of ship waste. For the disposal of ship waste (not including any cargo residues), a flat-rate charge must be levied pursuant to § 9 SchAbfEntG M-V, irrespective of actual use of the disposal service.

6.2.1 The disposal flat rate for each vessel is:

Basis	Charge
per GT	€0.026

7. Mooring service

7.1 For all seagoing vessels of 500 GT or more, mooring service is mandatory.

7.1.1 A charge is payable for mooring and unmooring per individual operation, for all vessels.

7.1.2 The charge for mooring/unmooring is:

Gross tonnage	Charge
up to 2,000 GT	€100.00
2,001–3,000 GT	€150.00
from 3,001 GT	€175.00

7.1.3 The charge for shifting berth is:

Gross tonnage	Charge
up to 2,000 GT	€125.00
2,001–3,000 GT	€187.50
from 3,001 GT	€218.75

7.1.4 A surcharge of 50% applies to services performed at weekends, and a surcharge of 100% on public holidays, on the tariffs under 7.1.2 and 7.1.3.

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Port Tariff of Wolgaster Hafengesellschaft mbH

Industriehafen Ueckermünde-Berndshof — Non-binding English translation

1. Basis of calculation

The following are the basis for calculating port charges:

1. For seagoing vessels, the gross tonnage (GT) according to the International Tonnage Certificate (1969).
2. For inland vessels, the maximum carrying capacity in tonnes as stated in the measurement/calibration certificate.
3. For other craft, calculation is based on surface area, using the result of the greatest length multiplied by the greatest width.
4. Where charges are levied per time period, the full charge is applied for each period commenced.
5. Unless otherwise specified, charges under this tariff are net amounts plus statutory value-added tax.

2. Port dues

Port dues are payable for vessels entering the port area. Port dues are levied in the name and for the account of the Vorpommern-Greifswald district (Landkreis). Calculation is based on the "Statute on the Levying of Charges for the Use of the Industriehafen Ueckermünde/Berndshof (Port Charges Statute)" of the Vorpommern-Greifswald district, as amended from time to time.

3. Security charge (ISPS Code)

A security charge is payable for seagoing vessels with a GT >500 occupying a berth. The security charge for each port call, for vessels and other watercraft, is:

Basis	Charge
per GT	€0.06

4. Quay usage charge

A quay usage charge is payable for the use of quay facilities during vessel handling. No quay usage charges are levied for provisions, equipment and operating supplies intended for the vessel's own use. Quay dues are levied in the name and for the account of the Vorpommern-Greifswald district. Calculation is based on the "Statute on the Levying of Charges for the Use of the Industriehafen Ueckermünde/Berndshof (Port Charges Statute)" of the Vorpommern-Greifswald district, as amended from time to time.

5. Berthing fee

The berthing fee is levied in the name and for the account of the Vorpommern-Greifswald district. Calculation is based on the "Statute on the Levying of Charges for the Use of the Industriehafen Ueckermünde/Berndshof (Port Charges Statute)" of the Vorpommern-Greifswald district, as amended from time to time.

6. Supply and disposal

7.2 A charge is payable for the withdrawal of drinking water directly at the quay facilities.

7.2.1 Water charges are:

Volume	Charge
up to 20 m ³	€4.00/m ³
over 20 m ³	€3.50/m ³

plus a flat connection fee of €20.00

6.1 On the basis of the Ship Waste Disposal Act of the State of Mecklenburg-Vorpommern of 16 December 2003 (Schiffsabfallentsorgungsgesetz – SchAbfEntG M-V), port operators are obliged to properly accept and dispose of ship waste. For the disposal of ship waste (not including any cargo residues), a flat-rate charge must be levied pursuant to § 9 SchAbfEntG M-V, irrespective of actual use of the disposal service.

7.2.2 The disposal flat rate for each vessel is:

Basis	Charge
per GT	€0.026

7. Mooring service

7.3 For all seagoing vessels of 500 GT or more, mooring service is mandatory.

7.1.1 A charge is payable for mooring and unmooring per individual operation, for all vessels.

7.1.2 The charge for mooring/unmooring is:

Gross tonnage	Charge
up to 2,000 GT	€100.00
2,001–3,000 GT	€150.00
from 3,001 GT	€175.00

7.1.3 The charge for shifting berth is:

Gross tonnage	Charge
up to 2,000 GT	€125.00
2,001–3,000 GT	€187.50
from 3,001 GT	€218.75

7.1.4 A surcharge of 50% applies to services performed at weekends, and a surcharge of 100% on public holidays, on the tariffs under 7.1.2 and 7.1.3.

