

## 6 GENERAL TERMS AND CONDITIONS

### 6.1 Goods and cargo handling - general

The present price schedules shall be applicable to the handling of cargo for modern bulk and general-cargo carriers with large hatches, minimum overhang and boxed holds. Such vessels are assumed to be provided with hatches large enough to enable almost all loading and unloading to be carried out vertically. The 'tween-deck hatches should be flushed so as to enable a truck to be driven between the hatch opening and 'tween-deck spaces without difficulty (minimum 'tween-deck height 2.80 m). For other types of carrier, **Oskarshamns Hamn AB** reserves the right to make a supplementary charge based on the rate of productivity achieved during actual loading or unloading of the vessel.

In addition, **Oskarshamns Hamn AB** reserves the right to charge any extra costs as may be found reasonable should cargo-handling, for reasons beyond **Oskarshamns Hamn AB's** control, proceed more slowly than anticipated or be in any way out of the ordinary, e.g. stowage in holds unsuitable for the goods to be loaded or which are rendered difficult of access because of cargo already aboard.

Unless otherwise agreed, or unless other instructions are received from the vessel's agent, costs for the use of trucks in conjunction with work ashore will be charged according to local praxis.

### 6.2 Bulk cargo

To avoid damage during loading or unloading, railings, hatches, etc., must be removed in advance. **Oskarshamns Hamn AB** shall not be held responsible in the event of damage caused by failure to remove railings and hatches where appropriate.

The prices listed in this schedule for unloading with crane and grappeler shall apply on condition that the vessel is suitable for unloading by this method - the vessel shall be provided with hatches large enough to permit the free passage of the fully extended grappeler in the crosswise position, and there may be no beams or stanchions inside the hold that could represent an obstacle to unloading. In addition, the grappeler must always be able to operate on a smooth floor. Failure to comply with these conditions will entail charges in proportion to the extra work thereby occasioned. Cleaning between deep frames will be charged extra.

### **6.3 Loading plans and booking notes**

To facilitate the planning necessary for loading/unloading, the vessel or its agent shall submit booking notes and loading plans to **Oskarshamns Hamn AB**'s traffic control office in plenty of time before the vessel is due.

### **6.4 Tally**

If the cargo requires checking as it is loaded or unloaded and a tally note must be drawn up, the work thereby occasioned will be charged by the hour.

### **6.5 Incoming cargo**

Cargo which not is possible to identify will be placed in herefor inteded areas until then the cargo is identified. **Oskarshamns Hamn AB:s** costs for redistribution the actual cargo will be charged the consignor.

### **6.6 Rebate for use of ship's cranes**

**Oskarshamns Hamn AB** shall be entitled to onesidedly decide when and under what circumstances ship's cranes will be used. In the normal case all ships will be supplied with harbour cranes. Should **Oskarshamns Hamn AB** decide to use ship's cranes a rebate will be granted in accordance with valid pricelist.

### **6.7 Right to overtime**

**Oskarshamns Hamn AB** shall be entitled to order overtime wherever found necessary without being required to pay compensation for other operations carried out in conjunction with such overtime, e.g. by crew members, forwarding agents, etc.

### **6.8 Safety regulations**

Vessels shall follow the instructions of the National Board of Occupational Safety and Health for the loading and unloading of cargo vessels. All necessary safety devices, such as gangways, ladders, anti-fall railings for use when the hatches are open, and other safety equipment, shall be provided by the ship.

## **6.9 Liability for payment**

The party liable to make payment to **Oskarshamns Hamn AB** shall be the party from which **Oskarshamns Hamn AB** received the order, regardless of whether such party is acting on behalf of a principal or employer.

## **6.10 Terms of payment**

Payment shall be made 30 days net unless otherwise agreed in writing. A penal interest of 20% will payable on arrears.

## **7. WORKING HOURS**

### **7.1 Ordering work**

Orders for work to commence at 7:00 am the following day must be placed no later 1:30 pm on the previous day, for overtime on weekdays not later than 1:30 pm the previous day, for work on Saturdays no later than 1:30 pm on the preceding Friday, and for work on Sundays and public holidays no later than 1:30 pm two days in advance. Orders for work to commence day after Saturday, Sunday and public holidays must be placed no later than 1:30 pm the previous normally working day. Work can be ordered for commencement at 7:00 am, 9:45 am or 12:45 pm on workdays. For work on Saturday, Sunday and public holidays, the time of commencement of work shall be agreed between the parties in each individual case.

**OBS! Provisional booking for all overtime must be made before 11:00 am.**

### **7.2 Cancellation**

Cancellations of work during normal hours will be charged at a rate of 3 hours per man; cancellations of overtime will be charged at a rate of 1 hour per man; cancellations of completion of stowage will be charged at a rate of 2 hours per man; and cancellations of work on Saturday, Sunday and public holidays will be charged at the rate of the guarantee period.

### **7.3 Normal working hours**

Monday to Friday, 7:00 am to 3:30 pm

### **7.4 Overtime**

ALL OVERTIME IS VOLUNTARY. THE SCOPE FOR WORK OUTSIDE NORMAL HOURS WILL THEREFORE BE SUBJECT TO AGREEMENT WITH OSKARSHAMNS HAMN AB'S OWN PERSONNEL.

For further details, please contact traffic department.

## 7.5 Overtime charging basis, weekdays

<b>Overtime - ordered</b>	<b>Guarantee period</b>	<b>Supplement</b>
Before 6:00 am	3 hours	200%
6:00-7:00 am	---	100%
3:30-6:30 pm	1 hour	100%
After 6:30 pm	consecutive half hours	200%
<b>Overtime - not ordered</b>	<b>Guarantee period</b>	<b>Supplement</b>
After 3:30 pm	1 hour	200%

Overtime between 6:00 am and 7:00 am carried out in conjunction with overtime worked by the same shift in the evening will occasion a supplementary overtime rate of 200% as of 5:30 pm.

## 7.6 Completion of stowage, weekdays

Withdrawn

## 7.7 Overtime, Saturdays

<b>Overtime - ordered</b>	<b>Guarantee period</b>	<b>Supplement</b>
Before 7:00 am	5 hours *	200%
7:00 am - 2:00 pm	5 hours *	100%
After 2:00 pm	5 hours *	200%

\* The guarantee period for Saturdays is always 5 hours regardless of whether the work is carried out between 7:00 am and 2:00 pm or at some other time during the day.

After 6 hours work, counted from 7:00 am or a time after 7:00 am when work is commenced, an overtime supplement of 200% will be charged.

After the guarantee period, the current overtime supplement will be charged for each consecutive half hour.

## 7.8 Overtime, Sundays

Overtime - ordered	Guarantee period	Supplement
Before 7:00 am	6 hours *	200%
7:00 am - 7:00 pm	6 hours *	150%
After 9:00 pm	6 hours *	200%

\* The guarantee period for Sundays and public holidays is always 6 hours regardless of whether the work is carried out between 7:00 am and 7:00 pm or at some other time during the day.

After 8 hours work, counted from 7:00 am or a time after 7:00 am when work is commenced, an overtime supplement of 200% will be charged.

After the guarantee period, the current overtime supplement will be charged for each consecutive half hour.

## 7.9 Overtime public holidays

Overtime - ordered	Guarantee period	Supplement
Before 7:00 am	6 hours *	200%
7:00 am - 7:00 pm	6 hours *	200%
After 9:00 pm	6 hours *	200%

\* The guarantee period for Sundays and public holidays is always 6 hours regardless of whether the work is carried out between 7:00 am and 7:00 pm or at some other time during the day.

After 8 hours work, counted from 7:00 am or a time after 7:00 am when work is commenced, an overtime supplement of 200% will be charged.

After the guarantee period, the current overtime supplement will be charged for each consecutive half hour.

## **7.10 Shift work**

### **7.10.1 Weekdays**

Shift work can be carried out between 3.30 pm and 12:00 midnight with breaks for meals and coffee. A 100% supplement will be charged for shift work. In addition to the shift supplement, overtime may also be chargeable as per the other rates outlined above.

### **7.10.2 Saturdays, Sundays and public holidays**

For shift work carried out on Saturdays, Sundays and public holidays, overtime will be charged as per the rates outlined under sections 7.7, 7.8 and 7.9 above.

## **7.11 Rest period**

After overtime or shift work, all workers are entitled to a 11-hour night-time rest period without incurring a deduction from their wages. The working hours thus consumed will be charged to the party originally ordering the overtime or shift work.

## **7.12 Public holidays**

Public holidays shall be taken to comprise the following days:

New Year's Day, Epiphany, Good Friday, Holy Saturday, Easter Sunday, Easter Monday, 1st May, Ascension Day, Whit Saturday, Whit Sunday, National commemoration day, Midsummer's Eve, Midsummer's Day, All Saints' Day, Christmas Eve, Christmas Day, Boxing Day and new Year's Eve.

## 8. LIABILITY

- 8.1 All stevedoring and other services shall be carried out in accordance with the Swedish Master Stevedores' Association's General Conditions, 1989, for Terminal Operations (see appendix).
- 8.2 **Oskarshamns Hamn AB** shall not be held responsible for and/or shall not be held liable to pay compensation for any damage or expenses incurred in consequence of lockout, strikes, blockades or other circumstances beyond **Oskarshamns Hamn AB**'s control.
- 8.3 **Oskarshamns Hamn AB** shall not, unless otherwise agreed, be held liable for loss of or damage to goods of an exceptionally large value, goods of a particularly fragile nature, such as glass or porcelain, cast or moulded articles, dressed stone and the like, or goods carried in an inadequate or weak packaging.
- 8.4 **Oskarshamns Hamn AB** shall not be held liable for breakages to wooden articles contained in packages which are poorly strapped or which are provided with an insufficient number of bands; nor shall **Oskarshamns Hamn AB** be held liable for breakages to packaged wooden articles loaded in carriers unsuitable for such cargo or in holds in which such cargo can be stowed only with difficulty.
- 8.5 **Oskarshamns Hamn AB** shall be held liable only for such damage to carriers or goods as can be shown to have been caused by the negligence of the enterprise's own personnel. Any damage thereby occasioned shall be reported to the enterprise without delay. Claims for damages may be taken into consideration only if a report is submitted in good time before the ship is due to sail, such that an inspection may be carried out.
- Oskarshamns Hamn AB** shall not be held liable for damage to floors and ceilings which are uneven or otherwise deficient, nor for damage to tank covers, piping or fastening devices which are inadequately protected; nor shall **Oskarshamns Hamn AB** be held liable for damage to holds in vessels unsuitable for cargoes of the type which the enterprise has been instructed to handle, e.g. the loading of wooden articles in refrigerated carriers. Under such circumstances, cargoes will be handled on the understanding that the ship and shipping company will themselves accept full responsibility for any damage that may be incurred.
- 8.6 **Oskarshamns Hamn AB** shall not be held liable for the stowage result and shall not be expected to pay compensation for dead freight, demurrage or other costs.