

THE PORT OF OSKARSHAMN

PRICES AND DUES

(Valid as of 1/1, 2017)

This pricelist is a translation from the Swedish language. In case of disputes the Swedish version shall apply



TABLE OF CONTENTS

		Page
1	Тами	2
1.	Towage	3
2.	Harbourdues	7
3.	Cranage	10
4.	Stevedoring charges	11
5.	Miscellaneous prices and dues	13
6.	General terms and conditions	15
7.	Working hours	18
8.	Liability	22

1. TOWAGE

(on condition that the vessel is not disabled or has run aground)

The following towage fees apply to tugs having a **minimum towing capacity of 15 T**. For harbour towage with other tugs and for towage of vessels less than 100 m
LOA will be charged according to an hourly price schedule. Towage by other types of tug is charged according to an hourly price schedule. The minimum period charged is 3 hours, counted from the time the tug leaves its berth until the time of its return.

The tugs are normally based in Oskarshamn. For towage services outside Oskarshamn, mobilization and demobilization are charged according to an hourly price schedule unless the services can be coordinated with other towage services outside Oskarshamn.

Product of length	Kronor
and breadth (metres)	per tug
Up to 2000	13 773:-
2001 - 2500	15 854:-
2501 - 3000	18 911:-
3001 - 3500	21 914:-
3501 - 4000	24 472:-
4001 - 4500	27 987:-
4501 - 5000	30 914:-
5001 - 5500	33 797:-
5501 - 6000	35 695:-
6001 - 6500	38 408:-
6501 - 7000	40 974:-
7001 - 8000	45 537:-
8001 - 9000	50 020:-
9001 - 10000	56 584:-
< per 500	3 314:-

1.1 Ordering

Orders for tugs, indicating the time when towage is desired, must be placed at least 12 hours in advance, and if possible during office hours. Orders for towage placed outside office hours will be executed as soon as possible.

1.2 Delays

Compensation shall be paid for delays exceeding half an hour in the amount of 3 090:kronor per tug and hour, regardless of whether the tug is waiting at its station, in the roads or alongside the vessel.

1.3 Tug not used

Tugs ordered and arriving alongside the vessel but remaining unused will be charged at full price.

1.4 Cancelling/changing orders

Orders for towage cancelled or changed less than 6 hour before the time originally ordered will be charged at a rate of 50% of the price normally charged, and at a maximum rate of 7 917:- per tug.

1.5 Towage assignments longer than 3 hours

Towage assignments lasting more than 3 hours but not more than 5 hours will be subject to a surplus charge of 30% of the rate normally charged.

Towage assignments lasting more than 5 hours but not more than 7 hours will be subject to a surplus charge of 60% of the current tariff.

1.6 Towage assignments outside Oskarshamn

For towage assignments outside Oskarshamn, mobilization and demobilization are charged according to an hourly price schedule.

1.7 Hawsers

Towing hawsers shall be provided by the orderer unless orders to the contrary are issued from the tug. If the tug's own hawser is used, no extra charge will be made.

1.8 Liability

Towage will under be undertaken in accordance with the provisions of "Scandinavian Tugowners' Standard Conditions of the Year 1959, revised 1974 and 1985", (see herebelow).

1.9 Hourly price schedule (kronor/hour)

For tug capacity	Monday-Friday 7:00 am-3:30 pm	Other times 00:00-7:00 am 3:30 pm - 00:00
2001 - 3000 HP	5 150:-	7 725:-
Slup	1 550:-	+ personnal overtime/man-hour

Towage will be charged with a minimum of 3 hours in accordance with section 1 here above.

If icebreaking is required, the above hourly rates will be raised by 25% of the daily tariff.

SCANDINAVIAN TUGOWNERS STANDARD CONDITIONS OF THE YEAR 1959, REVISED 1974 AND 1985

Smålandshamnar AB (hereinafter called the Company) provides assistance and/or towing services on the following conditions:

1. Definitions:

The expression Hirer in these conditions means the body or person who has ordered the services or on whose behalf the service has been ordered.

The expression damage in these conditions means economical losses of all kinds including but not limited to total loss, damage, loss of income and expenses and also loss of and damage to cargo on board of the vessel in tow.

2. The Company's liability towards the Hirer

The company is not liable for damage caused to the Hirer in connection with the towage service unless the damage is a consequence of fault or neglect on the part of the Company's management. The Company is, however, not liable for fault or neglect committed by a person of the Company's management in such a person's capacity as master of a tug or member of its crew.

The Hirer is not in any case entitled to damages from a master of a tug, a member of its crew, a pilot, or anybody else in the service of the Company.

The liability of the Company shall in any case not exceed SEK 100.000.

3. The Hirer's liability towards the Company

The Hirer shall indemnify the Company for all damage caused to the Company in connection with the towage service unless the Hirer shows that neither the Hirer nor somebody for whose acts the Hirer is liable totally or partly has caused the damage by fault or neglect.

Should the Company be held liable for damage caused to a third party in connections with the towage service, the Hirer shall indemnify the Company unless the Company would have been liable towards the Hirer in case the damage had been suffered by the Hirer.

In case of dispute, the Swedish text shall apply.

2. HARBOUR DUES

2.1 VESSELS

Unless otherwise specified, **harbour dues** shall be payable in the following amounts each time a vessel enters the port.

The due is calculated in SEK/GT. Smålandshamnar AB follow the recommendation from the Swedish Ports´and Stevedores' Association and the National Swedish Administration of Shipping and Navigation regarding pricereductions for vessels bunkered with fueloil with low content of sulphur. The limmit is 1,00%.

To receive the reduced harbour due the Shipowner or his agent shall, as a proof of that the vessel exclusively is bunkered with the lowsulphured fueloil, presentate a certificate to the port. The vessel also shall be listed at the so-called "sulphurlist" distributed by the Swedish Ports´ and Stevedores' Association.

The licens shall be enclosed at every call, except vessels affected of specialagreements. Thoose vessels shall only presentate a certificate at the first call.

2.1.1 Standard dues

 $SO_x > 1\%$

Vessel with a length over all of 20 m or thereover, per BRT

4:25

Other vessel per metre of length over all, per 24 hours

15:40

Vessel passing through the water zone of the port without dropping or picking up passengers or cargo, per BRT

2:45

2.1.2 Liner dues

After negotiation

2.1.3 Special dues

In addition to the standard charge imposable under section 1.1 above, vessels remaining in port after loading/unloading are subject to an extra charge per 24 hours and metre of length over all

13:80

Vessels used chiefly for trade, accommodation,	
exhibitions, storage, or for administrative purposes	
or the like, per 24 hours and metre of length over all	13:80
Fishing vessels (max. 300 GRT), per call	606:00
Fishing vessels (over 300 GRT), per GRT	3:90
Vessels for repairation berthed at queys not	
normally used in stevedoring operations, per GRT	3:40

2.2 CARGO

Harbour dues for seaborne goods loaded or unloaded in the port shall be payable in the amounts specified below. Unless otherwise indicated, these dues are chargeable per 1 000 kg of cargo.

Tariff no.		· ·	Fee in SEK
Customs no.	Code no.	Description	per 1000 kg
1	2	3	4
		Standard tariff	
		(Goods not specified below)	
			30:85
		Special tariff	
25.01-25.03		Salt	11:40
25.05-25.17		Sand	4:15
25:07		Mud, clay	8:15
25:16-25.22		Granite	5:50
		Other goods assignable	
		to sect. 25	10:85
27.01-27.05		Coal, coke	12:35
27.10	151-500	Petrol and paraffin	21:75
27.10	650-708	Diesel and fuel oil	15:10
27.14-27.16		Creosote, asphalt	13:40
28.01-28.48		Chemical elements	12:40
44.01-44.02		Wood waste, chips m3 bulk	3:70
44:03		Sawlogg m3 to	5:95
44:03	500-909	Pulpwood m3 ob	5:45
44.04-44.07			
44.13		Sawn and dressed timber, m3	5:60
44.11		Fibreboard	9:20
47.01-47.02		Paper pulp	7:60
48.01-48.08		Paper and board	10:40
		Goods assignable to	
		sect. 68 and 69	8:15
73.01-73.06		Pig iron, etc.	6:90
73.14-73.40		Iron and steel and semi-	
		finished iron and steel products	10:85
		Goods assignable to sect. 74-81	13:50
		Grain	4:95
		Ferry lines	
		Motor vehicles, goods and passenge	rs as per agreement
		with the shipping line.	

3. CRANAGE

3.1 Crane hire (port-users, kr/hour)

	Crane no. 2, 5	Crane no. 1, 3, 6
With hook With bucket	1 650:00 1 820:00	2 750:00 2 920:00

4. STEVEDORING CHARGES

4.1 Stevedoring charges port of Oskarshamn

The following charges apply to modern bulk and general-cargo carriers with large hatches, minimum overhang and boxed holds. For other types of carrier, Smålandshamnar AB reserves the right to make a supplementary charge based on the rate of productivity achieved during actual loading or unloading of the vessel.

Price in SEK per 1000 kg unless otherwise stated and excludes harbour dues.

TYPE OF CARGO	LOADING/UNLOADING	HANDLING ON QUAY	
Stone blocks	34:65	13:55	
Board, hard	62:30	34:20	
Board, soft	99:25	41:55	
Container, each 20'	485:00	198:00	
Container, each 40'	547:00	198:00	
Misc. bulk cargo	33:20		
Machinery, under 10 ton	95:	28:45	
Palletized goods	64:60	24:55	
Paper			
", rolls, 200 - 500 kg	93:30	45:15	
", rolls, 500 - 1000 kg	67:95	36:50	
", rolls, over 1000 kg	56:	33:60	
Paper pulp, units	according to offer	according to offer	
Paper pulp, old tonnage	according to offer	according to offer	
General cargo	127:40	71:65	
General cargo, over 5 m3/ton	157:	107:95	
Chipboard, min 2 ton	51:70	23:20	
Sawn timber, pkgs (m3)	40:50	6:40	
Ditto, own wires (m3)	37:60	6:40	
Ditto, boxed carriers (m3)	37:	6:40	
Ditto, own wires (m3)	33:70	6:40	
Sawlogg m3	21:60	when required (3:60>1500)	
Pulpwood m3 fub	21:60		

89:00

4.2 HOURLY PRICE SCHEDULE

Trailers

4.2.1	Personnel (kr/man-hour)	Normal hours	Ov	ertime	
			100%	150%	200%
	General worker	450:00	450:00	675:00	900:00
	Foreman/Specialist worker	500:00	500:00	750:00	1000:00
4.2.2	Cargo-handling equipment (kr/ho	our)			
	Fork-lift truck, 3 - 7 tonnes				587:00
	Fork-lift truck, 8 tonnes				644:00
	Fork-lift truck, 9 - 15 tonnes				772:00
	Containertruck			1	297:00
	Loader, BM L 90				900:00
	Loader, BM L150			1	150:00
	Loader, L180			1	150:
	Bobcat				587:00
	Terminal tractor				772:00
	Road sweeper				644:00
	Suppl. charge for clamp and roll atta	chment			89:00
	Suppl. charge for diagonal fork				89:00

5.1 MISCELLANEOUS PRICES AND DUES

5.1 Temporary storage area

5.1.1 Outgoing goods

Temporary storage areas are made available free of charge for a period of 14 days counted from the first day of storage. For the period thereafter, storage will be charged as per section 5.1.3 below.

5.1.2 Incoming goods

Goods may remain in temporary storage on the quay free of charge for 14 days from completion of unloading. For the period thereafter, storage will be charged as per section 5.1.3 below.

5.1.3 Prices

Asphalt-paved storage area

2:60 kr per m2 and week

5.2 Warehouse

5.2.1 Rent for long time (agreement of year)

Short-term rental

18:-- kr per m2 and month

5.3 Goods carried by rail (not sea-traffic)

Harbour siding fee Harbour siding fee 200:00 kr per railway wagon 400:00 kr per dubbelwagon

5.4 Miscellaneous services

5.4.1 Electricity

Connection
Connection, overtime
Consumption charge
Temp. consumption charge

450:00 kr per connection 900:00 kr per connection 1:80 kr per KWh 342:00 kr/24 hours

- 5.4.2 No rebate for use of ship's cranes
- 5.4.3 Loading "seaborn" goods to trailer/railwaywagon. "Seaborn" goods is sawntimber mentioned to go by vessel.

16:40 kr/m3

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,

Smålandshamnar 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, **Smålandshamnar AB** reserves the right to charge any extra costs as may be found reasonable should cargo-handling, for reasons beyond **Smålandshamnar 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. **Smålandshamnar 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 grappler 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 grappler 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 grappler 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 **Smålandshamnar 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. **Smålandshamnar AB:s** costs for redistribution the actual cargo will be charged the consignor.

6.6 Rebate for use of ship's cranes

Smålandshamnar 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 **Smålandshamnar AB** decide to use ship's cranes a rebate will be granted in accordance with valid pricelist.

6.7 Right to overtime

Smålandshamnar 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 **Smålandshamnar AB** shall be the party from which **Smålandshamnar 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 SMÅLANDSHAMNAR AB'S OWN PERSONNEL.

For further details, please contact trafficdepartment.

7.5 Overtime charging basis, weekdays

Overtime - ordered	Guarantee period	Supplement
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%
Overtime - not ordered	Guarantee period	Supplement
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

Overtime - ordered	Guarantee period	Supplement
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 **Smålandshamnar 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 **Smålandshamnar AB**'s control.
- 8.3 **Smålandshamnar 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 **Smålandshamnar 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 **Smålandshamnar 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 **Smålandshamnar 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.
 - Smålandshamnar 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 Smålandshamnar 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 **Smålandshamnar AB** shall not be held liable for the stowage result and shall not expected to pay compensation for dead freight, demurrage or other costs.