Terms of business 2023

PORT OF AALBORG®

Contents

1.	Introduction	4
2.	Terms of payment	6
3.	Harbour and commodity dues	7
4.	Fresh water	13
5.	Power supply	13
6.	Waste from ships	15
7.	Temporary storage of goods, etc.	20
8.	Cleaning of areas	23
9.	Use of veterinary checkpoint	24
10.	Infrastructure charge	24
11.	Cranes	26
12.	Crane booking and charges	30
13.	Rules for payment rates and efficiency	31
14.	Rates	33
15.	Equipment, etc.	34
16.	Liability and seizure of moveable property	35

Management:
Kristian Thulesen Dahl, CEO
ktd@portofaalborg.com

Traffic & Operations:
Claus Rosenbeck, Harbour Master
cr@portofaalborg.com

Sales:
Kjartan Ross, Chief Commercial Officer
kr@portofaalborg.com

Port of Aalborg A/S
Langerak 19
9220 Aalborg Øst
+45 99 30 15 00
info@portofaalborg.com
www.portofaalborg.com

Traffic & Operations
24-hour service – hotline
+45 99 30 15 20
VHF channel 16
trafik@portofaalborg.com

SVANEMÆRKET
Tryksag
5041 0826
LaserTryk.dk

1. Introduction

1.1. General information

The present terms of business are valid for the current year. Every year in October, the terms of business are published for the coming year, to take effect from 1 January.

The name "Port of Aalborg" in these terms and conditions includes Port of Aalborg A/S (CVR no. 12473192), Port of Aalborg Logistics A/S (CVR no. 35143335) and Port of Aalborg Real Estate A/S (CVR no. 26698375)

In so far as there is no derogation from these terms of business, 'Danske Havnevirksomheders Almindelige Betingelser 2016 (DHAB 2016)' (General Conditions of Danish Port Operators 2016) apply.

1.2. Duty structures

For berthing of ships and for loading/offloading via port areas, charges are levied in the form of harbour taxes (infrastructure taxes) and cargo taxes (turnover taxes), respectively.

Port of Aalborg aims to be one of the most competitive businesses in the port sector within areas which contribute to Port of Aalborg's growth. In principle, all clients are treated equally. However, a differentiation may be made between various categories of client in terms of Port of Aalborg's goals, including business strategy targets, business development policies and investment plans. When differentiating, the following factors may be considered in weighing up the interests of the specific client segment: environmental and climate sustainability considerations, considerations of public interest and security of supply, and promotion of efficient use of the port's infrastructure and support base.

Taxes may be waived for hospital ships and ships involved in scientific, cultural or humanitarian missions or events of importance for society.

1.3. Priority and allocation of berth in the port

At all times, berth allocation will be at the discretion of the Port of Aalborg. The Port of Aalborg always reserves the right to vary the berthing rotation or order the shifting or removal of any vessel(s) from any berth(s).

In general the principle of "First come – first served" applies – that is a ship arriving first at the quay and ready to operate on arrival. In case a vessel arrives at the quay but not ready to operate on arrival, it will be shifted or removed to make space for the next vessel in line ready to operate on arrival.

The principle "First come – first served" does in general not apply at the container-terminal quay 8013.

All vessel at a berth are required to undertake cargo loading on a 24 hours per day, 7 days per week whenever there is a vessel waiting and ready to operate and use the berth in question.

All cost associated with moving, shifting or unberthing a vessel from a berth will be charged to the owner, principal or agent of the vessel.

1.4. Booking of services

For booking and enquiries about Port of Aalborg's services, please contact Port of Aalborg, Traffic & Operations, on +45 99 30 15 20.

To the greatest possible extent, anyone signed up as a user of Port of Aalborg's portal must book services, etc. via the portal. Services should be booked as far ahead as possible in order to ensure the best possible planning, and thus the best possible service.

Certain services: craning, waste containers, etc., must as a minimum be ordered within the specified deadlines. But here too, ordering is encouraged in as good a time as possible for the sake of the best planning possible.

1.5. Security ISPS

Port of Aalborg has seven approved facilities.
UN Locator code: DKAAL
Port ID: 10328
Port security officer:
Claus Rosenbeck, Harbour Master
Tel: +45 99 30 15 21 / Mobile: +45 29 20 72 21
Email: cr@portofaalborg.com

A separate security charge will be collected for entering authorised port areas. The charge is computed for each full container unit, each turbine blade or each tonne that enters ISPS-protected port areas via the harbour.
Security charge for containers, per unit: DKK 7.05.
Security charge per turbine blade: DKK 110.00.
Security charge per tonne of cargo: DKK 0.32.

ISPS charge, Cruise vessels in port, covering 12 hours port stay: DKK 4,000.00 pr call
Fee for issuing a an acces card in Port of Aalborg`s security system : DKK 275.00 per card/year. When Port of Aalborg's secured facilities are permanently closed in both dayand night-time, the Port of Aalborg reserves the right to give notice on enforcing a fee for passage through barriers or port systems.

The ship bears all expenses pertaining to preparation of a Declaration of Security/DoS.

Normal working hours:
The port's normal working hours are weekdays:
Monday to Friday, from 7.00 am to 3.00 pm.

2. Terms of payment

The payment terms for services at the port of Aalborg are net 30 days from date of invoice, unless otherwise agreed with Port of Aalborg and satisfactory security has been provided.

All rates are exclusive of VAT.

In the event of recurring breach of terms of payment within a two-year period, payment terms for services will be reduced to net 14 days from date of invoice.

Port of Aalborg reserves the right to set individual limits for credit for certain customers, users, agents, etc. on the basis of a concrete risk assessment. Such companies will, if they pose such a risk, receive direct notification of individual terms and conditions from our accounting department.
Interest and fees will be charged for late payment:

Interest rates: The Danish National Bank's (Nationalbanken) lending rate + 8%, cf. section 5 of the Danish Interest Rate Act.
Reminder fee: DKK 100 per reminder, cf. section 9b (2) of the Danish Interest Rate Act.
Compensation fee: DKK 310, cf. section 9a (3) of the Danish Interest Rate Act.

Debt recovery costs may also be charged according to current rates set out in the *Executive Order on out of court collection costs caused by late payment. (Bekendtgørelsen om udenretlige inddrivelsesomkostninger i anledning af forsinket betaling).*

3. Harbour and commodity dues

3.1. Harbour dues

3.1.1. General provisions

A duty (harbour dues) must be paid on all ships, vessels and floating structures for berthing in the port or its deepened approach channels. It is the responsibility of the ship to pay the harbour dues.

Harbour dues are calculated based on the ship's gross tonnage (GT) and are tariffed according to the following intervals:

Rate	GT	DKK/GT
I	100 - 5,000	3.10
II	5,001 - 10,000	3.60
III	Over 10,000	4.20
Barge duty		4.90
Cruise Vessel, first call		3.00
Cruise Vessel, additional calls*		2.50

**Additional calls from same brand/name cruise line.*

Harbour dues for vessels less than 100 gross tonnage is 800 DKK per day. Berthing can only commence if the port of Aalborg has accepted the berthing place and time for arrival and departure of the vessel.

The harbour dues cover a one-week (seven days and nights) berth, calculated from the date of arrival. For stays lasting longer than one week, proportional harbour dues will be charged per day or part thereof. For stays lasting longer than two weeks, standard harbour dues must be paid per day or part thereof, less 25%.

In the event of changes to rates, harbour dues will be calculated according to the rates applicable on the date of the ship's arrival. However, if the ship remains in port for longer than one week (seven days and nights), the proportionate tax per day or part thereof will be based on the changed rates.

3.1.2. Ships calling regularly

Individual procedures may be negotiated for calculation and levy of harbour dues for liners on permanent routes.

Such agreements will be based on the following general guidelines:
A. Calls after commencement of the agreement.
B. The agreement must apply to specific ships and types of cargo.
C. Goods on regular services are included.

3.1.3. Barges, etc. and tugs

A total barge charge, calculated according to the gross tonnage (GT) of the barge, must be paid for barges, etc. and vessels which tow or assist these.
The charge covers a one-week berth, calculated from the date of arrival.

3.1.4. Exemption from harbour dues

The following vessels are exempt from harbour dues:

A. Ships belonging to the Danish or foreign state authorities and which are not equipped to carry cargo or passengers.

B. Ships solely calling at the port for repairs, for supplies, to await bridge opening, to seek medical assistance, to allow ill passengers to disembark, due to shipwreck, etc. as well as ships seeking port due to maritime accidents, storms, fog or other weather conditions, provided that the stay does not last longer than 24 hours.

C. Hospital ships and ships involved in scientific, cultural or humanitarian missions.

D. Pleasure craft. However, staying outside permanent berths for up to 24 hours is subject to permission.

3.2. Commodity dues

3.2.1. General provisions

Commodity dues must be paid on all goods loaded or offloaded, or in any other way launched or disembarked in the port or its deepened approach channels, unless otherwise specified in the present terms of business.

Commodity dues are to be paid by either the recipient or the sender of the goods.

In the event of any changes to rates, the dues will be calculated according to the rates applicable when either offloading or loading commenced.

If items are not individually specified, the charge is DKK 16.20/tonne.
A value rate must be paid on first-hand sales of fish and shellfish, either processed or unprocessed, sold from fishing vessels.

3.2.2. Exemption from commodity dues

The goods below are exempt from commodity dues:

As regards cargo, exemption will only be granted if the shipmaster or the ship's agent submits a request for offloading or loading of the goods without payment of commodity dues.

A. Empty containers, trailers, etc. used in connection with liner shipping when these are not sent as goods for resale.

B. Supplies and other essentials for use by the ship.

C. Goods - except fresh fish and shellfish from fishing vessels - which are reloaded from one vessel to another without being disembarked.

D. Goods transported to the port from the sea, and for which commodity dues have been paid to the port, may in special cases according to agreement with the port be exempt from payment of commodity dues on outgoing sea transport.

E. Goods which are offloaded and reloaded via the docks during the same stay at the port from/to the same ship without additional treatment or processing.

3.3. Presentation of information

Harbour dues:
The shipmaster or the ship's agent must provide the port with the information about the ship necessary for the calculation and collection of harbour dues. The information must include shipping company/charter name and VAT number for EU-based shipping companies/charter operators.

On request, the ship or the agent must be able to provide the port with documentation of the information submitted by producing relevant ship documents.

Furthermore, the shipmaster or the ship's agent must provide the port with the information necessary for preparing statistics about the ship, passengers and cargo, including any conveyed means of transport, containers, etc.

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

Commodity dues:
The shipmaster or the ship's agent must provide the port with the information about the ship's cargo necessary for the calculation and collection of commodity dues by entering the information in the port's 'PortIT' portal. If the port's portal cannot be used, a ship and cargo specification must be submitted to Traffic & Operations. On request, the ship or the agent must be able to provide the port with documentation of the information submitted by producing bills of lading, weight documentation, etc.

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

The persons responsible for loading the ship are responsible for providing the correct specifications of the ship and cargo, according to the rules on presumption of liability.

3.4. Commodity dues

For goods not covered in other paragraphs, please contact Traffic & Operations for further details. Please refer also to the catch-all clause in section 3.4.9.

3.4.1. DKK 6.10 per tonne.

Covers goods such as:
Types of soil and stone and gypsum stone.
Broken granite, etc.
Ore, cinders and ash.
Silicates.

3.4.2. DKK 6.20 per tonne.

Covers goods such as:
RDF/SRF bales.
Limestone.

3.4.3. DKK 10.10 per tonne.

Covers goods such as:
Grain and various feedstuffs.
Potatoes, sugar beets, fodder peas and tapioca.
Flour of grain and hulled grain and pellets.
Oily seeds and fruits.
Processed animal feedstuffs.
Salt, cement and mortar.
Fishmeal, coconut cakes, soy bean cakes, rapeseed cakes, olive cakes, etc., including waste products from the food-processing industry.
Potassic fertiliser and various fertilising agents.
Raw phosphate and super phosphate.
Peat moss, light tiles.
Coke.
Wood, unprocessed and processed.
Wood pellets.
Tiles, clinkers and other ceramic products.
Processed cement and concrete products.
Bricks.
Rockwool.

3.4.4. DKK 10.40 per tonne.

Covers goods such as:
Non-precious metals.
Scrap metal, precious metals generally.
Scrap steel and iron.

3.4.5. DKK 15.35 per tonne.

Covers goods such as:
Animal and vegetable fats/oils.
Molasses, vinasse.
Coal and mineral coal.

3.4.6. DKK 15.50 per tonne.

Covers goods such as:
Oil, petrol.

3.4.7. DKK 750.00 per unit

Covers goods such as:
Blades for wind turbines.

3.4.8. DKK 182.00 per unit with load

Covers goods such as:
Cargo in units such as:
Containers (all sizes)
Semi-trailers.
Cab + trailer.
Other vehicles

3.4.9. DKK 16.50 per tonne.	Covers goods such as: Iron, steel, including rolled products, profiles, pipes, sheets, various profiles, sections and ships. Other unit loads. Goods which are not covered in other paragraphs.
3.4.10. DKK 18.55 per tonne.	Covers goods such as: Project goods with a weight of more than 80 tonnes per unit.
3.4.11. DKK a separate agreed percentage of the sales value	Covers goods such as: Fish and mussels directly from fisheries. For enquiries in this category, please contact Traffic- or Sales department to determine an agreement on price structure. Other enquiries about commodity dues can be addressed to Port of Aalborg.

4. Fresh water

Fresh water is supplied from hydrants along the wharfs of the port of Aalborg. Delivery of fresh water outside normal working hours is subject to a call-out fee and an additional overtime charge.

		DKK
Basic rate	per m^3	63.00
Fee per delivery		985.00
Overtime charge 50% 3 - 6 pm	per hour	235.00
Overtime charge 100% Other overtime	per hour	450.00
Call-out fee		560.00

To the greatest possible extent, anyone signed up as a user of Port of Aalborg's portal must book services, etc. via the portal.

Fresh water services must be booked as far ahead as possible in order to ensure the best possible planning, and thus the best possible service.
Fresh water delivery can only be guaranteed within normal working hours if it is ordered within normal working hours the prior working day.

5. Power supply

Supply of power above 63A requires the assistance of an electrician. Associated expenses must be paid by the user.

Port of Aalborg does not provide a supply cable from terminal box to the user.

Users are liable for any injury or damage to themselves or a third party during connection. The user is responsible, according to the rules on presumption of liability, for any damage to port property.

Ships which do not pay harbour dues will be charged a minimum basic connection fee, see below.

Port of Aalborg assumes no liability for failure of the power supply.

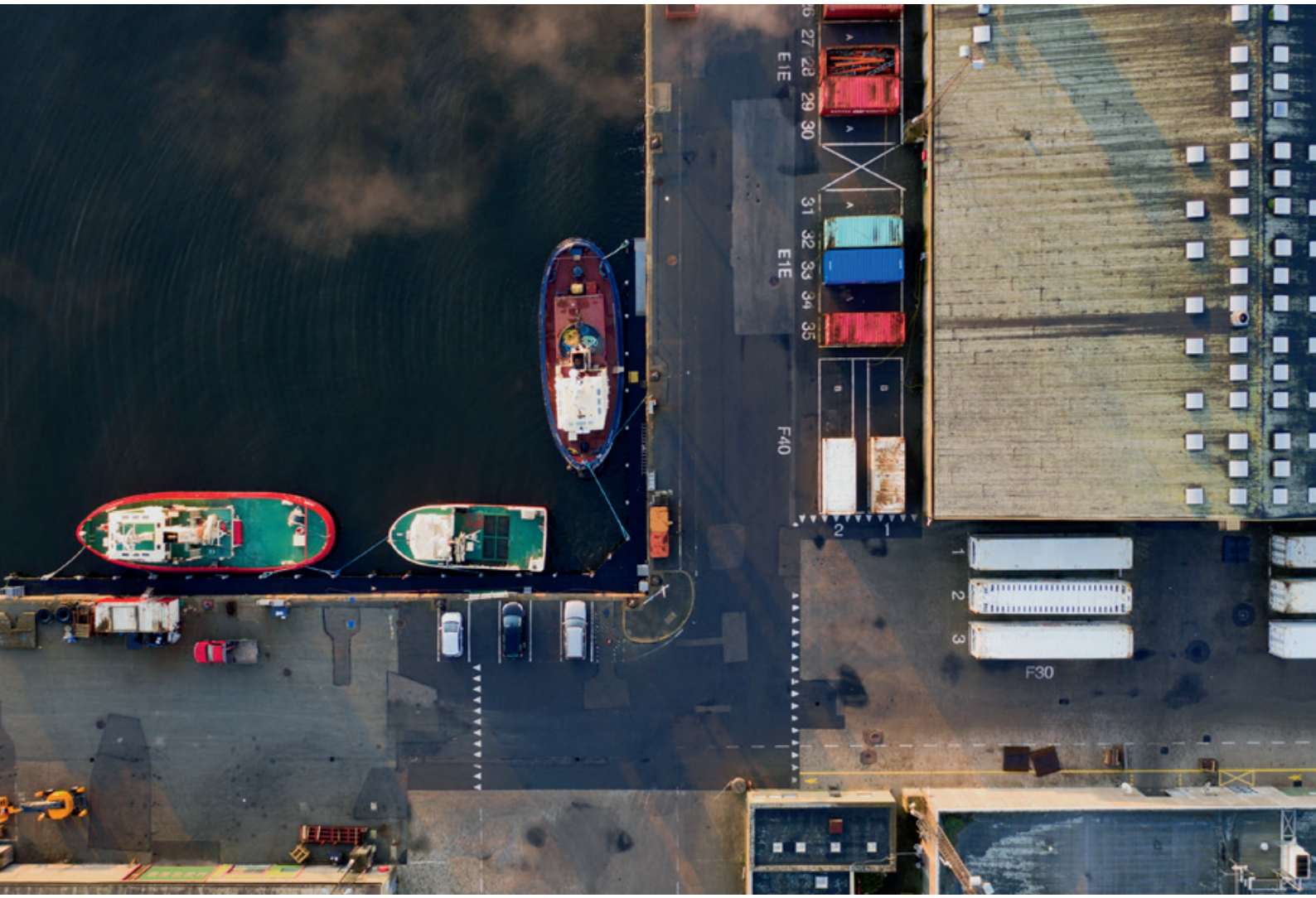
A: 220V - 380V 16A:		DKK
Connection charge, up to 15 days	per 24 hours	38.00
Connection charge, after 15 days	per 24 hours	21.00
kWh incl. state and carbon tax		current price

B: 380V up to 63A:		DKK
Connection charge, up to 15 days	per 24 hours	53.00
Connection charge, after 15 days	per 24 hours	29.00
kWh incl. state and carbon tax		current price

C: 380V above 63A:		DKK
Connection charge, up to 15 days	per 24 hours	77.00
Connection charge, after 15 days	per 24 hours	40.00
kWh incl. state and carbon tax		current price
Basic charge	Connection & disconnection	630.00

If more than 63 A is needed, the assistance of an electrician will be required. Associated expenses must be paid by the user.

A double connection fee will be charged for the use of mobile terminal boards in connection with the main board.



6. Waste from ships

6.1. Legislative basis

According to Consolidated Act no 1033 of 04/09/2017 (the Marine Environment Act) and Executive Order no 1396 of 25/11/2016 (on Receipt), Port of Aalborg has established an approved reception scheme (see Port of Aalborg's website) for solid and liquid waste from vessels calling at the port.

6.2. Waste declaration

The shipmaster of a ship planning to call at the port must report via SafeSeaNet details of the types and volumes of waste of which the ship wishes to dispose.

The information must be available at SafeSeaNet no later than 24 hours before the ship wishes to begin disposing of the waste, cf. item 6.3.4.
A separate fee will be charged for collection of waste which is reported later than 24 hours before disposal.

6.3. General provisions

The following types of ship-generated waste may be received:
• General waste
• Waste containing oil (see the specification in section 6.5.2.1).
• Sewage

Payment for disposal of ship-generated waste is included in the normal harbour dues. However, the port is entitled to demand separate payment if one or more of the following has/have been met:

6.3.1.

If the volume of ship-generated waste of which the ship wishes to dispose is larger than the volume which the ship, considering its size and type, would have produced during normal operation since the previous port of call.

6.3.2.

If the ship wishes to dispose of waste outside the normal working hours of the port.

6.3.3.

If normal harbour dues are not paid.

6.3.4.

If information about the waste to be disposed of is not available at SafeSeaNet at least 24 hours prior to the time of disposal.

6.3.5.

Cruise ships are not covered by these rules. Cruise ships are subject to special agreement.

6.4. Special provisions for the individual types of waste

6.4.1. General waste

Waste container(s) of 600 litres or 16 m^3 can be requested, to be delivered at the berth of the vessel on weekdays from 7:00 am - 3:00 pm (the normal working hours of the port).

A separate fee will be charged for delivery of waste containers outside the port's normal working hours.
Waste containers are made available within the relevant period for the ship's call.

Containers are only intended for general waste (not environmentally hazardous waste).

Metal, glass and any other chemical environmental hazardous waste must be sorted and packaged separately. If this sorting has not been performed by the vessel, the Port of Aalborg will charge the vessel for all cost related to separatation and disposal of the waste.

6.4.2. Liquid waste

6.4.3. Oil residue and mixtures containing oil

It is permitted to dispose of oil sludge, used lubricants, machine slop, etc.
Oil waste is collected by sludge extractor at the berth/quay.

In principle, oily waste, ballast and tank washings containing for example chemicals, hazard class 1 and 2 products, or emulsifying substances are not accepted.

A separate fee is charged for receipt of slop oil, etc., which cannot be pumped but is delivered in barrels, kegs or similar containers. This separate fee includes cleaning and potential destruction of packaging.

6.4.4. Sewage

Sewage is collected at the quay by sludge extractor. Alternatively, ships may be referred to quays with a sewage system. When a ship notifies the port that it wishes to dispose of sewage waste, it must also state the ship's pumping capacity.

6.4.5. Special conditions for disposing of waste

- The minimum volume of oil residue or sewage waste for collection by sludge extractor is 2 m^3. If smaller volumes are collected, payment for at least 2 m^3 will be charged.
- A maximum of 8 m^3 can be collected by sludge extractor without additional charge.
- The vessel must be equipped with a standard coupling and it must be possible to pump from the ship to the current receiving capacity.
- Oil and mixtures containing oil must not contain any chemicals other than normal additives.
- The ship will be charged according to current rates for any delay, regardless of the cause. This includes appearance in vain and delivery at a pump rate of less than 4 m^3 per hour.

6.5. Chemical waste and environmentally hazardous waste

Such waste may only be received according to special agreement and against payment, cf. the prices below.
Waste must be securely packaged when handed over. The port will arrange for separate transport from the ship to an approved reception facility. A separate fee will be charged for delivery of waste containers outside the port's normal opening hours.

6.6. Cargo residue, ballast water and scrubber waste

A separate quotation will be given for receiving and handling cargo residue, ballast water, scrubber waste, etc.

6.7. Liability

6.7.1. Shipping company and cargo responsible liability

The shipping company or those responsible for cargo are liable, according to the rules on presumption of liability, for the consequence of the shipmaster's incorrect, misleading or incomplete information about the type and composition of the waste and for leakage caused by own defective equipment (for example, a coupling or packaging) or incorrect operation of own equipment in connection with disposal. This liability also applies to damage/injury caused to a third party in this connection.

6.7.2. Waste handling plan

Port of Aalborg's harbour administration is responsible for preparing the port's plan for waste handling and the rules for the reception scheme.
The harbour master is responsible for implementing and maintaining the plan.

6.8. Requests and enquiries

Enquiries about reception schemes, requests for services, etc. must be addressed to:

Port of Aalborg – Traffic & Operations:
(24-hour service).

Telephone: (+45) 9930 1520
Email: trafik@portofaalborg.com
http://www.portofaalborg.com

To the greatest possible extent, anyone signed up as a user of Port of Aalborg's portal must book services, etc. via the portal.
Services should be booked as far ahead as possible in order to ensure the best possible planning, and thus the best possible service.

6.9. Prices

General waste		DKK
600-litre waste containers	Each	1,000.00
16 m^3 waste containers	Each	3,775.00
Delivery of waste containers regarding waste within "No Special Fee" and other waste collection outside the port's normal working hours a separate fee will be charge		Cf. section 6.4.1

Oil residue, etc.		DKK
Oil residue with sludge extractor	per m^3	950.00
Oil residue with sludge extractor/min. rate	per m^3	1,900.00
Collection – overtime	per m^3	370.00
Extra time for ship-related delays	per hour	1,070.00
Call-out outside normal working hours		520.00
Drums		Actual expense + 15%

Sewage		DKK
Via standard flange coupling	per m^3	Actual expense + 15%
Sludge extractor	per m^3	915.00
Sludge extractor/min. rate		1,830.00
Collection – overtime	per m^3	370.00
Extra time for ship-related delays	per hour	1,070.00
Call-out outside normal working hours		520.00
Connection to permanent installation		1,695
Reception at permanent installation	per m^3	51.00

Chemicals and environmentally hazardous waste		DKK
Oil cloths, filters, etc.	per kg	4.80
Fluorescent tubes, batteries, etc.	per kg	11.30
Pyrotechnics	per kg	79.00
Chemicals, paint, cooking oil, etc.	per kg	7.90

Collection is billed according to a separate price list for eco-friendly vehicles.

A separate quotation is given for collection of special products.

Cargo residue, ballast water and scrubber waste
Cf. separate quotation

Powered by Natural Gas

7. Temporary storage of goods, etc.

7.1 General provisions

Goods etc. must be stored according to the port's instructions.

In connection with storing of goods, the type, volume and, if applicable, hazard class must be stated. Ownership of the goods must also be disclosed.

Port of Aalborg assumes no liability for goods, including containers, machinery and equipment stored or placed within the areas of the port. Goods are stored at one's own expense and risk.

Furthermore, Port of Aalborg assumes no liability for any damage/injury to a third party caused by the goods stored/deposited. Goods are stored or deposited at the storer's own risk.

If, in connection with storage of goods, or the deposit of goods and objects in general in port areas, the storer/depositor suffers a loss due to damage, destruction, misplacement, etc., the storer/depositor bears the burden of proving that Port of Aalborg was at fault or negligent, thus causing the damage, destruction, misplacement etc. of the stored or deposited goods, irrespective of what is defined by established case law.

7.2. Storage of goods

7.2.1.

Export goods collected with a view to future loading onto a ship may be placed free of charge in the harbour area for normally one week before wharfage is charged if the port decides that space is available. Port of Aalborg is always responsible for planning of the cargo/goods on the quay areas. Therefore the Port of Aaborg may have the possibllity to get the cargo/goods removed in a short timeframe according to the planning. If goods are to be loaded onto rail wagons free time is two days prior departure (departure day included) if the port decides that space is available at one of the rail terminals.

7.2.2.

Import goods offloaded from a ship may be placed free of charge in the harbour area for one week after offloading if the port decides that space is available. If goods are to be discharged from rail wagons free time is two days after arrival (arrival day included) if the port decides that space is available at one of the rail terminals.

7.2.3.

Non-ship goods, i.e. goods for which commodity dues are not to be paid, may subject to special permit be stored against a weekly rent, but without a period free of charge.

7.2.4.

Goods etc. may be stored on payment of a monthly rent in berths further away from the harbour area.

7.2.5.

Rent must be paid per month or part thereof, or according to agreement, for site huts and equipment stored for use on a building site, etc.

7.3 Special terms and conditions for storage, etc.

Stored goods must be labelled with the owner's details and the storage date. Removal of any type of goods that are stored for at least one week in the harbour area may be demanded with 48 hours' notice. Removal of goods stored further from the harbour area may be demanded with 14 days' notice. If the deadline for removal of such goods is not observed, the port is entitled to arrange for their relocation or removal at the owner's expense and risk.

Quays and quay roads must not be subjected to excessive load.
The maximum permissible load is 2 tonnes/m^2.
Goods delivered in bulk must not be stored within three metres of the quayside.

If bulk goods entailing a risk of dust nuisance are stored, the following more stringent requirements will apply:

Bulk goods must be removed as soon as possible after unloading. When such bulk goods are to be loaded, they must be placed at the quayside no earlier than 48 hours prior to loading.

If the bulk goods are deposited in Port of Aalborg's areas, the port may arrange for spraying of the goods with fresh water at least once every 24 hours at the expense and risk of the load owner in cases where the port is of the opinion that there is a risk of dust problems.

If there are strong winds when goods are loaded or offloaded, and the port is of the opinion that this may cause dust problems for companies and/or residences nearby, immediate spraying will be initiated at the expense and risk of the load owner.

In particularly unfavourable weather conditions, the port may demand that loading and/or offloading be stopped.

7.4. Short term lease of area

		DKK
Import and export goods	per m^2/week	From 2.85
Non-ship goods	per m^2/week	From 3.25
Paved/Solid area Per m^2/month	per m^2/month	From 6.90
Non-paved/area	per m^2/month	From 3.95
Project areas at the port	per m^2/month	From 13.55

An additional charge for heavy goods of DKK 4.05 per m^2/month is collected in addition to the above wharfage for rental of project berths which are specially reinforced to handle heavy loads.

7.5. Trailer and truck parking

We can allocate spaces for 'trailer and truck parking'. These spaces are in an enclosed, monitored area with paving and with welfare facilities such as toilets, shower rooms and a small common room. Parking spaces are rented out for at least one month at a time, at DKK 675.00 per space per month.

Port of Aalborg allocates and reserves spaces.

8. Cleaning of areas

8.1. Cleaning of areas

With reference to the standard regulations for the observance of good order in Danish commercial ports, the load owner or their agent must make sure that the quay area used is cleaned after completion of loading/offloading operations.

Spillages must be collected in containers or removed by sweeper and deposited at an approved dump.

Alternatively, spillages can be collected and used by the load owner.

8.2. Responsibility

The load owner or their authorised representative is responsible for the above-mentioned cleaning and the related costs, including disposal at an approved dump.

When booking berths and cranes, the person making the booking must inform the port of the name of the firm responsible for the cleaning and, in this connection, whether they wish the port to perform the cleaning against an invoice.

8.3. Supervision

The port supervises that the above rules are observed.

In particularly unfavourable weather conditions where the bulk goods in question cannot, in the opinion of the port, be loaded/offloaded without causing considerable dust problems for companies and residences in the immediate vicinity, the port may demand that loading and/or offloading be stopped.

9. Use of veterinary checkpoint

Port of Aalborg has entered into an agreement with the Danish Veterinary and Food Administration to be the operator of the veterinary border control station at the port of Aalborg. This is in accordance with the Executive Order on veterinary border control stations and inspection centres and appointed entrance places.
Border control is situated at the East Port, at the following addresses:

All veterinary control of frozen food is performed at Langerak 17, 9220 Aalborg East.

The veterinary border control is handled by the Danish Veterinary and Food Administration, North Denmark Region, which collects the fees for the veterinary control.

Goods owners/importers are charged a fee for use of the border control. The fee has been fixed in accordance with the executive order and the agreement made with the Danish Veterinary and Food Administration.

		DKK
Consignments in containers	per container unit	365.00
Other goods consignments	per tonne (min). DKK 200.00	30.00
Warehouse rent is invoiced separately for withheld goods.		

10. Infrastructure charge

10.1. Use of railway tracks

Every goods wagon using the railway tracks at the port of Aalborg will be charged with a duty to the port upon loading and unloading if the cargo has not previously been charged with commodity dues to the port, or if it later – without being processed – might be charged.

The duty paid by the recipient (the sender) is for partial cover of the costs incurred by the port for maintenance of the tracks, etc.

It is the responsibility of the railway operator to notify Port of Aalborg, Traffic & Operations, thereof before the locomotive and carriages use the track. The railway operator is responsible for providing the correct specifications of units and cargo according to the rules on presumption of liability.

Failure to observe these provisions may lead to loss of the right to receive or send wagons for the railway operator via harbour tracks.

		DKK
Goods wagons (full)	per wagon	335.00
Goods wagons (empty)	per wagon	0.00
Ship containers (full)	per container, (all sizes)	182.00
Access fee	per train	2,075.00

DB

11. Cranes

11.1. Booking services

Signed up users of the port of Aalborg must use Port of Aalborg's portal to submit enquiries and to book Port of Aalborg's services. Enquiries, etc. may be addressed to Port of Aalborg – Traffic & Operations, tel. +45 99 30 15 20.

Normal working hours:
The port's normal working hours are weekdays:
Monday to Thursday, from 7.00 am to 3.00 pm and Friday 2.30 pm.

11.2. Crane charge

A fee is charged for the use of external cranes in Port of Aalborg's areas. Port of Aalborg is charging DKK 2,000 per day for the use of cranes with a lifting capacity of < 100 tonnes. Users are required to notify the port themselves if they are using external cranes by sending an email to Traffic & Operations at trafik@portofaalborg.com. For larger crane capacities, please contact the harbour master's office on +45 99 30 15 20.

11.2.1. Special energy charge

To cover extraordinary increases in our fuel costs, Port of Aalborg may charge a special energy fee. Port of Aalborg reserves the right give notice that this fee will be charged.

11.3. Port of Aalborg offers the following cranes for hire:

11.3.1.

Hydraulic mobile cranes no 4 & 5 (fixed jib cranes) with a hook capacity of up to 10 tonnes and a grab capacity of 3 - 5 m^3. Can be used with grab and polygrab. Hydraulic mobile cranes are suited for cargo handling in vessels up to 3500 dwt.

11.3.2.

In case of demand for additional crane capacity please contact Traffic & Operations at trafik@portofaalborg.com and the Port of Aalborg will seek a solution regarding an extra Fixed jib crane.

11.3.3.

1 harbour mobile crane no 21 (Liebherr LHM 280) with a hook capacity of up to 62 tonnes and grab capacities of 10 & 15 m^3, stationed in the East Port. The crane can be used with a container yoke for loading and unloading containers.

11.3.4.

1 harbour mobile crane no 22 (Liebherr LHM 420) with a hook capacity of up to 81.5 tonnes and grab capacities of 14 & 20 m^3, stationed in the East Port. The crane can be used with a container yoke for loading and unloading containers.
Priority is given for use of this crane for loading/unloading of containers.

11.4. Use of the cranes

Port of Aalborg rents out the cranes with a crane operator included. The port does not take on suspension of the goods. The hirer or its representative is responsible for and directs the crane work by instructing the crane operator.

Ships are generally unloaded and loaded by turn, but the port will always decide for what and in which sequence the cranes should be rented out.

As decided by Port of Aalborg in each individual case, crane use for operations and calls at the container terminal takes priority over crane use for operations and calls in the other harbour areas.

The cranes must not be overloaded and used to lift loads which exceed the maximum loads stated. It is the responsibility of the hirer to observe this.

Reference is made to the Executive Order on lifting tools and winches.

Mobile harbour cranes no., 21 and 22 are only rented out for use in the East Port.

Fixed jib crane no 4 is usually stationed in the East Port.
Fixed jib crane no 5 is usually stationed in Traffic Port, North.

The hydraulic mobile cranes no. 4 and 5 can be booked for work in the Central Port at the North terminal as well as the break bulk terminal. The fixed jib cranes are usually stationed as mentioned above. A fee of DKK 8,000.00 will be charged for relocation of a crane if an operation requires relocation of cranes from the specified locations (relocation from one harbour section to another). Cranes are moved by a sub-supplier using a crane transporter. If Port of Aalborg's usual sub-supplier is unavailable and cannot move the crane before the start of the operation, another sub-supplier may be used on payment of a surcharge to the usual mobilisation rate. In the event of relocation outside normal working hours, crews will be paid overtime.

Heavy goods rates are calculated based on the weight of the goods to be lifted. A minimum of one hour is charged. The hourly rate for lifting heavy goods is calculated based on the goods weight of the heaviest lift carried out per hour.

When two or more cranes are used for the total lift, the surcharge for heavy goods is still calculated based on the weight of the goods.

11.5. Loading funnels, etc.

There are two loading funnels in the East Port, and the port may require that these be used for grab unloading against payment of a fee.

The loading funnels cannot be made available for unloading of stones, fertiliser or similar materials which may cause a disproportionately high degree of wear or corrosion to the funnels. The hirer of the crane must take the loading funnels to the worksite immediately before unloading begins.

After use, the loading funnels must be cleaned by the hirer of the crane and parked in a space designated by the port. If Port of Aalborg considers the loading funnels to be inadequately cleaned, and the hirer does not immediately rectify this, Port of Aalborg reserves the right to clean the funnels and send an invoice to the crane hirer for working hours spent.

If a client has special cleanliness requirements for the port's grabs and funnels, the hirer of the crane is obliged to draw attention to this when ordering the crane.

11.6. Liability of the hirer for the goods operation

The hirer is responsible for and in charge of the goods operation as commissioner with powers to direct the work according to vicarious liability. The hirer is liable for any injuries or damage caused during crane work to themselves or a third party, ship and goods, as well as for any damage to cranes, grabs, loading funnels, yokes, or other harbour equipment.

The hirer is also liable for the damage caused by use of chains, straps, etc., during suspension of the goods and is responsible for observing the Danish Working Environment Authority's requirements for labelling straps and chains, etc.

In the mutual relationship between the parties, the hirer is liable for property damage or loss inflicted on Port of Aalborg according to the rules on presumption of liability. Likewise, in the mutual relationship regarding third party claims, for which the parties are jointly and severally liable, the hirer is liable for the loss suffered by Port of Aalborg when the claim was asserted according to the rules on presumption of liability.

11.7. Liability of the hirer in connection with goods specifications

It is the duty of the hirer to make sure that Port of Aalborg receives all necessary data on the goods/type of goods. Among other things, this information must contain a description of the full nature of the goods, regarding weight, dust and odour nuisances, as well as other information necessary to handle the product/goods.

If the goods need to be handled in a specific manner to ensure that environmental requirements and other regulatory conditions are met, it is the duty of the hirer to inform the port hereof. If the hirer has not supplied satisfactory information regarding the product/goods, Port of Aalborg may stop the operation. If the hirer has not notified the port of features of the product/goods which mean that handling the product/goods in Port of Aalborg's areas may compromise Port of Aalborg's environmental permits and other regulatory conditions, Port of Aalborg may stop the operation.

12. Crane booking and charges

Orders for crane work within normal working hours on weekdays must be placed as early as possible and no later than 12.00 midday on the preceding working day. Saturday is not considered a working day.

Orders for crane work outside normal working hours on weekdays and on Saturdays must be placed no later than 12.00 midday on the preceding working day.
Orders for crane work on Sundays and public holidays must be placed no later than 12.00 midday on the preceding working day.

Overtime for already booked crane work must be booked as early as possible and no later than 12.00 midday on the same working day. Port of Aalborg cannot guarantee overtime, but Port of Aalborg will do its best to make sure that all clients are served as quickly as possible.

In any event, the expected duration of the work must always be disclosed when crane work is booked.

12.1. Mobilisation and cleaning charges

Since there are expenses associated with mobilisation of cranes, Port of Aalborg charges a separate mobilisation fee per mobilised crane, per ship. The fee covers manpower planning, start-up, rigging, stripping, crane shutdown, yoke mounting, crane transport within a harbour section and cleaning by rinsing with water. Charges are listed on the rates sheet.

If several types of yoke are used, or where hook capacity is both less than and more than 25 tonnes, the highest mobilisation fee will be charged.
A maximum of one mobilisation per crane per ship will be charged.

If handling of a special type of goods requires extra cleaning afterwards, Port of Aalborg reserves the right to send the client an invoice to cover the cost of additional cleaning. The client will be informed of such costs when the client books the crane/funnel.

12.2. Cancelling or changing a crane booking

To cancel or change a crane booking, an email must be sent to Traffic & Operations at trafik@aalborghavn.dk to document the time of the change. If a client notifies Port of Aalborg of a cancellation or changes to a crane booking later than 12.00 midday on the preceding working day, and such cancellations or changes impose costs on Port of Aalborg, Port of Aalborg reserves the right to invoice the client to cover such costs. Such expenses may be expenses for personnel, equipment, fuel, etc. Waiting time may also be charged in certain cases The client will be informed of any costs in connection with the client's cancellation or change.

In case of changes to the crane reservation, it can not be guaranteed that cranes can be delivered in the same scope as was the case with the original order.
The changes may result in shifts in the order in which the cranes are assigned, as well as creating challenges in relation to planning staff and materiel. It is therefore emphasized that it is important to order all services as early as possible.

13. Rules for payment rates and efficiency

13.1. Normal working hours for cranes

Within normal working hours, only the standard hourly rate is charged for the crane type used. Normal working hours are as follows:
- Monday to Thursday from 7:00 am to 3.00 pm.
- Friday from 7:00 am to 2.30 pm.

13.2. Minimum and hourly charges

For crane operation, there is a minimum charge of 2 hours of crane work. Payment is then per ½ hour or part thereof.

In addition, crane operators are settled separately:
- For work committed after normal working hours Monday to Friday by at least 4 hours
- For work committed on Saturdays by at least 5 hours
- For work committed on Sundays and public holidays by at least 7 hours

Minimum payment for crane operator (2 hours) is set off against the above-mentioned minimum payment for crane operators engaged outside normal working hours.

13.3. Overtime payment

Outside normal working hours, in addition to the standard hourly rate for the crane type used, the overtime charges below are added. Since use of cranes involves a foreman and a greater degree of planning, the surcharge for hiring cranes is higher than for hiring a crane driver alone.
Surcharges are listed on the rates sheet.

Overtime rate I	Overtime rate I is charged for all work on weekdays as follows: - Monday to Thursday from 3.00 pm to 6.00 pm. - Friday from 2:30 pm to 6:00 pm.
Overtime rate II	Overtime rate II is charged for all work outside normal working hours thereafter.

13.4. Waiting time rate

In situations where crane work is temporarily suspended due to production or transport conditions not relating to Port of Aalborg's operations, the minimum hourly rate for a crane must be paid. The waiting time rate is only charged for the number of full hours for which crane work is suspended, calculated at the end of each hour.

The crane driver must be immediately notified of the temporary suspension of the work, since the waiting time rate cannot be charged until the crane driver has been made aware of it.

13.5. Efficiency

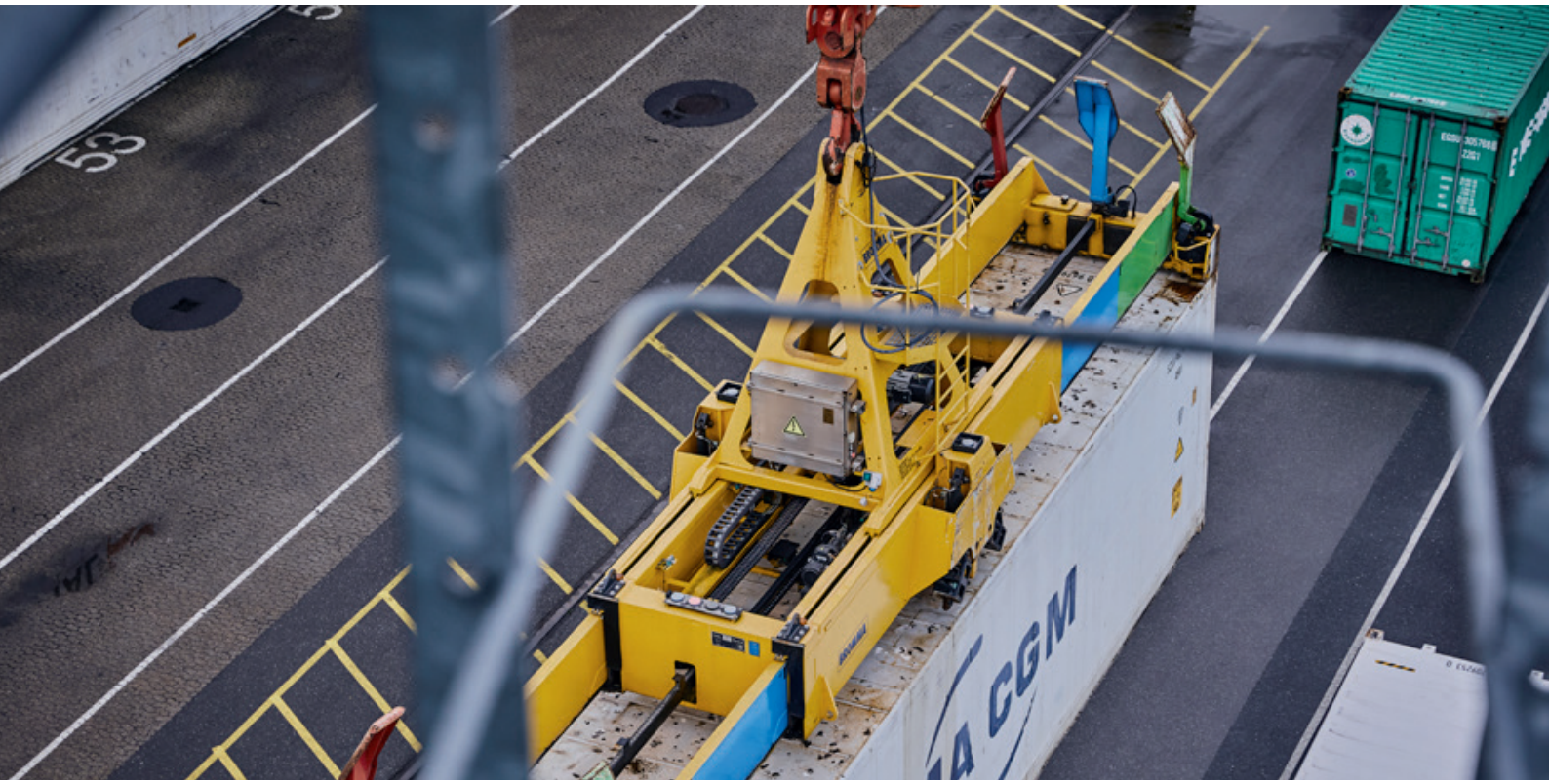
If ships are waiting for crane assistance or ships are expected to arrive at a crane, crane hirers are always obliged to speed up their work as much as possible and to extend their working hours by at least three hours overtime daily or to work in two shifts. If this rule is not observed, the ship in question may be ordered to another berth at the end of normal working hours so that a waiting ship may gain access to the crane.
The ship first in line or its load consignee is obliged to use the crane as soon as it is available, irrespective of the time between 7.00 am and 10.00 pm.

If this obligation is not respected, the crane will be made available for the next ship willing to use it immediately. During overtime, the crane driver must take the breaks stipulated in the Working Environment Act.

Irrespective of the above, and as decided by Port of Aalborg in each individual case, crane use for operations and calls at the container terminal take priority over crane use for operations and calls at the other areas of the port.

13.6 special attention – long working hours

Crane operations which require special attention where replacement of crane operator or working in shift due to long work hours is required an additional crane operator will be charged. This is due the working environment if protection of the crane operator's good health is necessary. E.g., more than 10 hours uninterrupted work hours can require either replacement of the crane operator or add on an extra crane operator depending on the complexity of the operation. In case of please contact Port of Aalborg for agreeing on the further arrangement.



14. Rates

Cranes - hourly rates and overtime			
	Hourly rate	Overtime rate I	Overtime rate II
Rate for hiring a crane driver			
Rate for hiring a crane driver for external cranes	554.00	182.00	364.00
Fixed jib crane no. 4 and 5			
Mobile crane no. 4 & 5	1,560.00	323.00	531.00
Mobile crane no. 21 and 22 – East Port			
Hook operations			
Goods weight < 25 tonnes	2,455.00	323.00	531.00
Goods weight 25-35 tonnes	3,305.00	323.00	531.00
Goods weight 35-60 tonnes	6,015.00	323.00	531.00
Goods weight 60-82 tonnes	7,855.00	323.00	531.00
Combined lift, max 93 tonnes			
(Combined heavy lift operation using both crane 21 & crane 22)			Call Traffic & Operations on +45 99 30 15 20 for a separate quotation
Spreader bar/Lifting yoke per hour	500.00		
Container operations			
Crane 21 or 22 with container yoke per hour	3,635.00	323.00	531.00
Grab operations – standard bulk			
Crane 21	2,555.00	323.00	531.00
Crane 22	2,555.00	323.00	531.00

Cranes - charges and surcharges	
Fixed jib crane no. 4 and 5	**Price**
Mobilisation crane no. 4 & 5	1,180.00
Relocation of a crane on a crane transporter	8,000.00
Mobile crane no. 21 and 22 – East Port	
Hook operations	
Mobilisation with hook, under 25 tonnes	2,000.00
Mobilisation with hook, above 25 tonnes	3,200.00
Container operations	
Mobilisation with containers	7,250.00
Grab operations – standard bulk	
Mobilisation crane 21 & 22	2,500.00
General fees	
Cancellation fee (see explanation in section 13.2)	Min. 1,000.00
Call-out fee (see explanation in section 13.2)	Min. 1,000.00
Operations with funnel in East Port	
A surcharge is added for operations with funnel, per funnel:	
< 10.000 tonnes per operation	DKK / tonne 2.56
> 10.000 tonnes per operation	DKK / tonne 2.05

15. Equipment, etc.

Vehicles, incl. driver		DKK
Lorry, 14 tonnes with 3-way dump and crane (18 tm max. 12 m jib)	per hour	850.00
Tractor, with equipment such as a front-mounted sweeper, front-mounted verge mower or sweeper-collector	per hour	715.00

Contractors' machinery, incl. driver		DKK
Sweeper	per hour	876.00
Environmental-car / vehicle u. 3500kg	per hour	620.00

Floating equipment		DKK
ALBA, draught 3.4 meter	per hour	6,325.00
ALBA, as an icebreaker	per hour	7,520.00
ALBA, standby w/crew	per hour	2,740.00
BALDER, draught 1.6 meter	per hour	3,825.00
BALDER, standby w/crew	per hour	2,345.00

Overtime will be charged for hours worked outside normal working hours.

16. Liability and seizure of moveable property

If no deviation has been made from the present general terms of business, the General Conditions of Danish Port Operators 2016 (DHAB 2016) shall apply to goods handling and the ensuing liability, carried out with Port of Aalborg as the operator.

16.1. Limitation of liability

If it is proven that Port of Aalborg has caused damage to property or losses due to actionable fault or neglect, the port's liability is limited. For damage to or loss of goods, compensation is calculated based on the value of goods of the same type at the time at which the damage or loss is ascertained.

The value of the goods must be determined on the basis of the market price. If there is no market price, the goods will be priced in accordance with the customary value of goods of the same type, nature and quality.
Port of Aalborg's liability may not exceed SDR 666.67 for each lot or other unit of the goods or SDR 2.00 per kilogram gross weight of the goods lost or damaged, whichever gives the highest amount.

For containers or similar transport units with goods, compensation may not exceed SDR 10,000 per unit.

The transport document's information about the goods must be included in the stated calculation of compensation.

Port of Aalborg's total liability may not, in any circumstances, exceed a ceiling of DKK 1 million.

The upper limit of liability applies to the sum of all claims arising from one and the same event.

The same objections and limitation of liability apply to Port of Aalborg's employees as to the port.

Whoever insures Port of Aalborg against liability for claims subject to limitation of liability has the same right to limit liability as the port itself.

SDR refers to the calculation unit mentioned in chapter 7, section 152 (2) of the Danish Merchant Shipping Act.
Danish currency is converted to SDR based on the exchange rates on the day on which security is provided for the liability, or if no security is provided, on the day of payment.

16.2. Disclaimer

Port of Aalborg does not guarantee, nor is responsible for, the port area and approach channel depths stated in charts and harbour pilot and sailing handbooks.

Port of Aalborg does not guarantee, nor is responsible for ensuring, that the buoyage in the port area and approach channels is in place and in order at all times.

Port of Aalborg does not guarantee that port operations ordered through the PortIT portal can be performed at the preferred time. Orders will be included in the port's planning and therefore registered in PortIT. However, the registration is purely for the port's planning purposes and, as such, is of a temporary nature. Registered bookings may not be perceived to be contractual consent. The port reserves the right to alter registrations in its planning process.

Port of Aalborg is under no circumstances responsible for indirect losses such as, but not limited to, operational loss, loss of profit, time loss, consequential loss or consequential damage. Port of Aalborg does not assume any liability for disruptions to operations and any derived costs.
Port of Aalborg is under no circumstances responsible for the loss, damage or delay of the goods due to weather conditions, including but not limited to hurricanes, storms, gales, cloudbursts, storm surges, heavy rain, lightning, cold spells or heat waves or other types of extreme weather.

Port of Aalborg is under no circumstances responsible for the loss, damage or delay of the goods in the event of force majeure, including but not limited to natural disasters, war, terror, pandemic, epidemic, strike, lockout, boycott, blockade, industrial action in contravention of collective agreements, etc. Exemption from liability in connection with strike, lockout, boycott and blockade as well as industrial action in contravention of collective agreements applies even if Port of Aalborg is part of the conflict itself.

16.3. Basis for the liability

Port of Aalborg is solely liable for fault and neglect caused by the port's employees during working hours. In all cases, the tenant and/or injured party bears the burden of proving that the fault or neglect which is the cause of the damage, destruction, loss, compensation claim, etc. was caused by Port of Aalborg, irrespective of current court practice, etc.

16.4. Seizure of moveable property

If the tenant/user breaches the contract, contracts entered into between Port of Aalborg's companies and the tenants/users of Port of Aalborg's property may serve as a basis for executing, cf. section 478 of the Danish Administration of Justice Act, seizure of moveables stored by the tenant/user on property and areas belonging to Port of Aalborg.

Port of Aalborg Central

Oliehavnen
Stykgodsområde
Tunnelbassin
Kaj 4125
Kaj 4124
Kaj 4123
Kaj 4122
Kaj 4121
Kaj 4113
Kaj 4111
Kaj 4112
Kaj 4110
Kaj 4094
-9,5m
-7,5m
-9,3m
N

Port of Aalborg North

N
Nefovej
Elsamvej
Nefovej
Elsamvej
Nefovej
Nefovej
Nefovej
Elsamvej
Elsamvej

Port of Aalborg East

den
Multi-
terminal
Lilledybet
Vejdybet
Container-
terminal
ROMDRUP Å
Savannevej
Savannevej
Langerak
Vejdybet
Rørdalsvej
Romdrup Å
Rørdalsvej
Rørdalsvej
Rørdalsvej
Romdrup Å

PORT OF AALBORG®

Port of Aalborg A/S
Langerak 19
DK-9220 Aalborg East

Tel.: +45 99 30 15 00
Mail: info@portofaalborg.com
CVR: 12 47 31 92

gate to great
portofaalborg.com