

**GENERAL TERMS OF BUSINESS
AND TERMS OF USE OF
NIEDERSACHSEN PORTS GMBH & CO. KG**

TABLE OF CONTENTS:

PART I: GENERAL PART (§§ 1 - 24)

- A. Joint Stipulations**
- B. Deliveries of Goods and Provision of Services**
- C. Purchasing and Procurement, incl. Construction Services**

PART II: SPECIAL PART (§§ 1 - 25)

- A. Utilization of our Ports and of any Facilities within our Ports**
- B. Rent and Lease**
- C. Provision of Service and Performance of Work, similar Services**
- D. Cargo Handling, Staging of Cargo for Handling**

These General Terms of Business and Use come into effect on the
1st day of January, 2009.

Oldenburg, this 5th day of December, 2008
Niedersachsen Ports GmbH & Co. KG

Gerd Meyer-Schwickerath
Managing Director

TABLE OF CONTENTS

PART I: GENERAL PART

A. Joint Stipulations

- § 1 General Stipulations, Scope
- § 2 Payment, Pre-Payment, Offsetting
- § 3 Assignment of Receivables
- § 4 Termination of Contracts
- § 5 Niedersachsen Ports GmbH & Co. KG's Liability
- § 6 Liability of Users, Contract Partners, etc.
- § 7 Written Form, Applicable Law, Legal Venue, Partial Nullity

B. Deliveries of Goods and Provision of Services

- § 8 Offers, Estimates, Conclusion of Contract, Placement of Orders
- § 9 The Rights to Verification/Inspection
- § 10 Working Hours
- § 11 Delivery and Performance Time/The Right to refuse Service
- § 12 Passing of Risk
- § 13 Rights due to Defects and Deficiencies
- § 14 Retention of Title
- § 15 Nondisclosure

C. Purchasing and Procurement, incl. Construction Services

§ 16 Orders/Order Confirmation

§ 17 Delivery and Service Time

§ 18 Passing of Risk/Dispatch

§ 19 Invoices

§ 20 Payments

§ 21 Rights due to Defects and Deficiencies

§ 22 Subcontracting of Order to Third Parties

§ 23 Provision of Material

§ 24 Tools, Molds, Samples, Nondisclosure, etc.

Part II: SPECIAL PART

A. Utilization of our Ports and of any Facilities within our Ports

- § 1 Usage Stipulations for the Branches and Operations Facilities
- § 2 Public Law Stipulations
- § 3 Authority
- § 4 Hazards to the Environment
- § 5 Road and Rail Traffic
- § 6 Utilization Fees, Authorized Recipient
- § 7 Parking and Storage of Vehicles, Goods and Equipment; Removal and Liquidation
- § 8 Domiciliary Authority, Video Surveillance
- § 9 Collateral

B. Rent and Lease

C. Provision of Service and Performance of Work, similar Services

- § 10 Order Placement
- § 11 Statements of Costs, Estimates and Prices
- § 12 Actions of Collaboration and Technical Assistance
- § 13 Transportation and Insurance of the Object of the Order
- § 14 Completion
- § 15 Acceptance
- § 16 Warranty and Liability

D. Cargo Handling, Staging of Cargo for Handling

§ 17 General

§ 18 Dangerous Goods

§ 19 Specialty Goods

§ 20 Loading and Unloading

§ 21 Handling by Crane, Forklift Trucks and other Floor Conveyor Vehicles

§ 22 Inspection of the State of Equipment, Liability

§ 23 Handling Dues

§ 24 Storage of Goods

§ 25 Intermediate Storage, Staging for Cargo Handling

PART I: GENERAL PART

A. Joint Stipulations

§ 1

General Stipulations, Scope

1. These General Terms of Business and Use ("GTB") apply to any legal relations between us (the Niedersachsen Ports GmbH & Co. KG) and third parties, particularly with our contracting partners and all users of our ports and any facilities (plots of land/real estate, infrastructure, other facilities, etc.) Not included herein is the utilization of the rail infrastructure; for it, the 'Allgemeinen Benutzungsbedingungen für die Eisenbahninfrastruktur (ABE/General Terms of Use for the Rail Infrastructure) of Niedersachsen Ports GmbH & Co. KG' do apply. Our Ports are: Baltrum, Bengersiel, Brake, Cuxhaven, Emden, Fedderwardersiel, Großensiel, Langeoog, Norddeich, Norderney, Spiekeroog, Stade-Bützfleth, Wangerooge und Wilhelmshaven. These GTB do also apply to the Port of Hooksiel, which is under our administration. The exact location of our ports can be determined from the applicable, local 'Hafenbenutzungsvorschriften' (HBV/Stipulations for the Utilization of Port(s)) and the maps appended thereto. User as per these GTB is any natural or legal person, with whom a contractual relation for the usage of our ports or facilities exists, or who utilizes our ports or facilities in any other way.
2. Our deliveries of goods, provisions of services and our offers as well as the utilization of our facilities in our ports are exclusively governed by these GTB. Provisions of Services as per sentence 1 shall also include all of our extra-contractual or pre-contractual activities, particularly towards users of our ports and their facilities.
3. Our GTB shall also apply to any future legal relations, even if they are not expressly agreed upon. At the latest, upon acceptance of our delivery or service or by utilization of our ports and facilities within our ports, these stipulations are deemed accepted.
4. We hereby object to any terms of business deviating from or reaching beyond our GTB.

5. Beyond that, for any utilization of our ports and facilities, the 'Niedersächsisches Hafensicherheitsgesetz' (Port Security Law of the State of Niedersachsen) and the 'Niedersächsische Hafenordnung' (Port Ordinance of the State of Niedersachsen) apply with precedence.

§ 2

Payment, Pre-Payment, Offsetting

1. Notwithstanding other agreements, our invoices are due and payable immediately after invoicing, without discount(s) or deductions. Despite any stipulations to the contrary, we are entitled to first offset payments with any older accrued liabilities of our debtor and we will inform them about the method of the applied offset. Should expenses and interest have already accumulated, then we are entitled to apply the payment first towards the expenses, then towards the interest and lastly towards the main debt.
2. A payment is only considered received, when we have disposal over the amount. In case of checks, the payment is considered received, only after the check has cleared.
3. If we come to know about circumstances, which make the credit standing of our contractual partner seem doubtful, in particular, when our contractual partner stops paying or should checks bounce, we are entitled to demand the remaining debt as due, even if we have accepted checks. In such case, we are furthermore entitled to demand pre-payments or collateral.
4. We can demand pre-payments up to the amount of the expected total payment and we can make the provisioning of our services dependent upon the receipt of such payment.
5. The offset, withholding or abatement towards our accounts receivables is only permissible, if the counter claims have been legally substantiated or if they are not in dispute,

even if notices of defect or counter claims are asserted. Withholding rights can only be exercised, when the counter claims stem from the very same contractual relation.

§ 3

Assignment of Receivables

An Assignment of Receivables against us is permissible only by our written consent.

§ 4

Termination of Contracts

We are entitled to the right of extraordinary termination without notice, should our contractual partner

- have violated their contractual obligation in a substantial manner or,
- transfer rights or obligations from contractual relations with us to third parties without our consent or,
- fail to obtain necessary official permits or when (operating) permits necessary for the fulfillment of the contractual purpose expire.

The same applies, should the assets of our contractual partner be subject to insolvency proceedings or should a petition for insolvency proceedings be dismissed due to lack of assets.

Our right to extraordinary termination for cause will remain unaffected.

§ 5

Liability of the Niedersachsen Ports GmbH & Co. KG

1. In no instance are we liable for
 - a) damages from burglary, theft, fire, water, frost or explosions,
 - b) nor for damages resulting from force majeure/acts of god or caused by interventions by the authorities,
 - c) nor for goods stored in the open,

- d) nor for damages resulting from assistance measures that we are not obligated to perform,
 - e) nor for delays during dispatch or loading and unloading for reasons beyond our control or wrongdoing,
 - f) nor for damages to materials or damages to assets, resulting from the utilization of our electric power and/or water supply facilities.
2. Regardless of the kind of breach of duty, including tortious acts, any claims in tort are ruled out, unless deliberate or grossly negligent actions were committed.
 3. Notwithstanding No. 2, upon breach of material contractual obligations we shall even be liable for any negligence, but only up to the amount of the foreseeable damage. Claims for loss of profit, from claims in tort of third parties and for replacement of any other indirect damages and/or subsequent damages however cannot be asserted, unless one particular guarantee made by us serves the exact purpose of protecting our contractual partner from such damages.
 4. The limited liabilities and exclusions under numbers 2 and 3 do not apply in case we are forced to be liable due to legal stipulations. They further do not apply to claims caused by us in fraudulent intent or malice, nor for a liability for warranted characteristics of state, nor for claims under the 'Produkthaftungsgesetz' (product liability act), nor for damages from the violation of life, bodily violation(s) or health.
 5. Where our liability is ruled out or limited, same shall apply to our employees, representatives and performing agents.

§ 6

Liability of Users, Contractual Partners, etc.

The users of our ports and the facilities within our ports as well as our contractual partners/principals are liable for all damages caused by them or their employees, representatives, performing and vicarious agents or their agents while utilizing our equipment and/or facilities, or for those damages that are caused by the equipment or goods that they have brought into our ports. They are also liable for any damages stemming from false, unclear or incomplete statements within the required paperwork or documents. They must keep us indemnified from any third party claims.

§ 7

Written Form, Applicable Law, Venue, Partial Nullity

1. All agreements between us and our contractual partners require the written form.
2. For these terms of business and all the legal relations between us and our contracting partner, the law of the Federal Republic of Germany shall apply. The stipulations of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.
3. Where our contractual partner is a merchant, a corporate body organized under public law or special entities incorporated under public law, Oldenburg (Niedersachsen) shall be sole venue for all disputes arising directly or indirectly from the contractual relations.
4. Should one of the stipulations within these terms of business or a stipulation within the scope of other agreements be or become void, the validity of all other stipulations or agreements shall not be affected, unless this would result in undue hardship for one of the contracting parties.

B. Deliveries of Goods and Provision of Services

The stipulations of Part B apply to our deliveries and services of all kind. Special stipulations in Part II (Special Part) have precedence over the stipulations in Part I (General Part).

§ 8

Offers, Estimates, Conclusion of Contract, Placement of Orders

1. Our offers are subject to change without notice and nonbinding. Notices of acceptance and any orders require our written or telex-approval in order to be legally binding.
2. The prices of our estimates are only binding, if this is expressly declared in writing. The provision of services in conjunction with the production and submission of an estimate may be invoiced to the ordering party. In case an order is placed, the expenses will be offset with the agreed remuneration for the execution of such order.
3. Drawings, depictions, measurements, weights or other service data are only binding, if this is expressly agreed upon in writing. Particularly the documents, designs or samples and especially the technical data and descriptions within the respective product information or advertising materials are strictly non-committal and of purely informative character. They represent no warranties in terms of composition or durability of the merchandise or services to be provided by us.
4. Our employees are not authorized to engage in oral side agreements or give oral warranties above and beyond the contents of the written agreement.
5. All orders have to be submitted to us in writing. They have to contain all statements and instructions necessary to provide a service in an orderly fashion. When we furnish the order forms, they are to be used exclusively.

§ 9

The Rights to Verification/Inspection

1. We are not obligated to verify any of our principals' statements.

2. Should doubts as to the correctness of the statements arise, we may demand for any accompanying papers or other suitable proof to be produced.

§ 10

Working Hours

We are executing orders only during working hours as permitted under labor-law provisions and in particular under collective bargaining law.

§ 11

Delivery and Performance Time / The Right to Refuse Service

1. Delivery dates or deadlines, which can be agreed upon in a binding or nonbinding manner, require the written form.
2. We are not accountable for delays of delivery and service due to force majeure/act of God and due to events that hamper delivery or make it impossible for us to deliver, not just temporarily - this shall include in particular strike, lockout, official directives, etc., even when they occur at our supplier or sub-supplier - even in case of agreed upon, binding deadlines and dates. These circumstances entitle us to postpone delivery or service by the duration of the hindrance plus an appropriate amount of time for adjustment and we reserve the right to fully or partially rescind the contract in regard to the portion that has not yet been fulfilled.

The same applies to any delivery and service delays due to events occurring at our suppliers or their sub-suppliers, where the sourcing of components by that supplier was stipulated by our contractual partner and we had pointed out the legal consequences to them beforehand.

3. Should the hindrance last longer than three months, our contracting partner shall, after an appropriate grace period notification, be entitled to rescind the contract in respect to the portion that has not yet been fulfilled. In case the delivery time is expanded or we become free of our obligation, our contractual partner cannot deduce any claim in tort from it. We cannot invoke those named circumstances, however, unless we notify our contractual partner without delay.

4. We are always entitled to partial delivery and partial service, unless the partial delivery or partial service is without interest to our contractual partner.
5. Our adherence to our delivery and service obligations is dependent upon the timely and orderly fulfillment of the obligations by our contractual partner.
6. Should our contractual partner fail to fulfill their contractual obligations or should they fulfill them incompletely, then we are in turn entitled by law to withhold the services that we would normally be obligated to fulfill (right of retention).
7. In case a certain date for the performance of our services is agreed upon, then our contractual partner is liable for our expenses, without regard to the cause, should we have provided personnel or operating resources in vain; we reserve the right to claim additional costs.

§ 12

Passing of Risk

The risk passes to our contractual partner as soon as the consignment is transferred over to the executing individual or entity or has left our premises for dispatch. Should the dispatch be delayed by request of our contractual partner, then the risk passes with the notice of readiness for dispatch on to our contractual partner.

§ 13

Rights due to Defects and Deficiencies

1. Our products and services will be delivered or provided free of manufacturing or material flaws or defects. Our contractual partner's rights from defects or deficiencies of the delivery or service performance expire by statute of limitation one year after acceptance.

2. We are not liable for defects or deficiencies caused by our suppliers or their sub-suppliers, where the sourcing of the components by said supplier was stipulated by our contracting partner and we had pointed out the legal consequences to them beforehand.
3. Should our operations or maintenance stipulations and guidelines be ignored by our contractual partner, should alterations be made to the products, parts be exchanged or consumable materials be utilized in non-conformance with the original specifications, then any claims for defects of those products are null and void, unless the contractual partner refutes an according, substantiated claim that one of these circumstances led to said defect.
4. Our contractual partner shall report a defect to our customer service management immediately, but at the latest within one week after receipt of the delivered item, in writing. Defects that are not discovered within this time line, even after diligent inspection, must be reported to us in writing immediately after their discovery.
5. In case of a notice from our contractual partner stating that our products and services show a defect or deficiency, we are allowed to demand (at our own expense) that:
 - a. the defective part will be sent to us for repair and subsequent return or,
 - b. our contractual partner keep the defective part for our disposal and we dispatch one of our service technicians to our contractual partner, in order to facilitate the repair.

Should our contractual partner demand that rectification works be undertaken in a certain location of their calling, we will gladly comply with such demand; the exchanged parts will not be charged, but hourly labor and travel expenses will have to be paid in accordance with our standard rates.

6. The option to remedy a defect or to deliver a non-defective item is always ours.

7. Should rectification works be unsuccessful as intended by § 440, Clause 2 or § 636 BGB (German Civil Code), respectively, then our contractual partner may choose to either ask for a discount on the remuneration/price of the item or they may choose to rescind the contract.
8. Liability for normal wear and tear and for minor defects is ruled out/shall not apply.
9. Only our contractual partner is entitled to claims due to defects and deficiencies and those claims are not transferable.

§ 14

Retention of Title

1. Until the full settlement of all accounts receivables (including any balances due us from the open account/current accounts) owed to us due to any legal reason by our contractual partner now or in the future, the following collaterals are afforded to us, which we will release upon demand at our discretion, as far as their value exceeds 20% of the accounts receivables on a sustainable basis.
2. The merchandise remains our property. Processing or transformation is always effected for us as manufacturer, however, without obligation on our part. Should our co-ownership seize due to combining (or blending), then it is deemed agreed even now that the co-owned share of our contractual partner in this coherent article shall be transferred pro rata (invoice value) to us. Our contractual partner shall coffer our co-owned property free of charge. Merchandise, of which we are entitled to co-ownership, is hereinafter referred to as retained merchandise.
3. Our contractual partner is authorized to process and sell the retained merchandise within the due course of their business, as long as they are in good standing. They are not entitled to pledge or assign any retained merchandise as security. Their claims, resulting from the resale or other legal basis (insurance, tortious act) in regard to the retained

merchandise (including any balances due from open account/current accounts) are even now transferred to us in full as collateral by our contractual partner. We give revocable power of attorney to our contractual partner to collect the receivables assigned to us, in our name and for our account. This direct debit mandate may only be revoked, should our contractual partner not comply with their payment obligations in an orderly fashion.

4. Upon access of third parties to the retained merchandise, in particular in case of distraints, our contractual partner will indicate our ownership and notify us immediately, allowing us to assert our property rights. Inasmuch as the third party is not in a position to reimburse us for any judicial or extra-judicial costs in conjunction with this, our contractual partner shall be liable for such costs, instead.
5. Should our contractual partner behave in violation of the contract - in particular upon delayed payment - we shall be entitled to rescind the contract and to demand the surrender of the retained merchandise.

§ 15 Nondisclosure

In absence of any agreement(s) (to the contrary), any information submitted to us in connection with orders shall not be deemed confidential.

C. Purchasing and Procurement, incl. Construction Services

The conditions in Part C apply to our entire purchasing activities and any procurement measures, incl. construction services performed for us.

§ 16

Orders/Order Confirmation

1. We may revoke our orders, should they have not been accepted in writing by our contractual partner within two weeks time after receipt (order confirmation).
2. Should the order confirmation differ from our order, then we shall only be obligated, if we have confirmed such deviation in writing.

§ 17

Delivery and Service Time

1. Crucial for the timeliness of deliveries is the time of receipt at the receiving location stipulated by us. Crucial for the timeliness of deliveries including erecting or assembly and for the timeliness of services is the time of acceptance.
2. When it becomes apparent that a delivery or service is going to be delayed, we shall be notified immediately and we should be asked for our decision.

§ 18

Passing of Risk / Dispatch

1. In case of deliveries requiring erecting or assembly and in case of services, the risk passes upon acceptance. In case of deliveries without erecting or assembly, it passes upon receipt at the receiving location stipulated by us.
2. In absence of any other agreement, the dispatch and packaging costs are to be borne by our contractual partner. In case of pricing 'ex works' or 'ex stock'/'ex sales depot' of our contractual partner, dispatch has to be undertaken in the most economical manner, in absence of any (other) prescribed mode of transportation. Ancillary costs due to non-compliance with a shipping instruction are to be borne by our contractual partner. In case of pricing 'free consignee'/'free domicile', we shall be entitled to choose the mode of transportation. Additional costs incurred for expedited conveyance, e.g. in order to maintain a certain delivery deadline, for reasons beyond our control - will have to be borne by our contractual partner.
3. Each delivery has to be accompanied by packing slips or delivery notes, indicating the nature of the contents and the complete purchase order indicators. Notice of dispatch must be made under inclusion of the very same details.

§ 19

Invoices

Invoices have to contain those purchase order indicators, as well as the number of each single position; they further have to contain the details required by the UStG (German VAT-Law). In case such information is missing, invoices are deemed not payable. Invoice duplicates have to be marked as 'duplicates'.

§ 20

Payments

1. In absence of other agreement(s), payments are due within 30 days, net.
2. The time allowed for payments starts as soon as delivery or service is rendered in full and as soon as the duly billed invoice is received. Where our contractual partner is obligated to furnish material tests, inspection protocols, quality documents or other documents, the complete rendering of deliveries and services is conditional upon the receipt of such documents, as well. An agreed discount is also admissible, in case we offset or when we retain payments of adequate amount due to defects or deficiencies; the payment period begins after the complete removal of any defects or deficiencies.
3. Payments shall not be construed as approval of any deliveries or services to be in accordance with the contract.

§ 21

Rights due to Defects and Deficiencies

1. Where defects or deficiencies are discovered before or during the passing of risk (§ 18) or within the warranty period, our contractual partner shall, upon our choosing, either repair or remove the defects or deficiencies or re-deliver or re-perform without defect or

deficiencies. This also applies to deliveries where the inspection was limited to random/control samples. Our choosing is at our reasonable discretion.

2. Should our contractual partner fail to execute the removal of defects or deficiencies or the re-delivery or re-performance within a time frame to be set by us, we shall be entitled to partially or fully rescind the contract without compensation (to them) or we are entitled to demand reduction of price or we are entitled to carry out rectification works or re-delivery ourselves or have them carried out by a third party at the expense of our contractual partner or we are entitled to claim in tort for non-fulfillment. The according applies, should our contractual partner declare themselves incapable of remedying the defect of deficiencies, or incapable of re-delivery or re-performance within an appropriate amount of time.
3. Rectification works can be carried out at the expense of our contractual partner upon delivery after the deadline and when we have a vested interest in immediate rectification, in order to avoid defaulting ourselves or due to other, urgent reasons.
4. Farther reaching legal claims, in particular for reimbursement of expenses for treatment or processing in vain shall remain unaffected.
5. Notices of defect or deficiencies can be raised within one month from delivery or performance or, should the defects or deficiencies only be discovered during treatment or processing or following commencement of use, within one month from their discovery.
6. The above regulations apply accordingly to performances designed to remedy defects or deficiencies.
7. Our contractual partner shall bear the expenses and risk for the return of inadequate delivery items.

§ 22

Subcontracting of Orders to Third Parties

The subcontracting of orders to third parties without our prior written approval is inadmissible and shall entitle us to rescind the contract fully or partially and to claim in tort.

§ 23

Provisions of Material

1. Provisions of materials remain our property and have to be stored, marked and administered separately, free of charge. Their use is permitted only for orders that were placed by us (e.g. for toll manufacturing). Our contractual partner shall pay damages upon depreciation or loss. This also applies to order-allocated materials that were justifiably assigned.
2. Processing or transformation is effected for us. We will directly become owner of the new or transformed item. Should this not be possible due to legal reasons, then we agree with our contractual partners that we become at any point in time of the processing or transformation process owner of the new item. Our contractual partner shall coffer the new item for us free of charge and with the diligence of a proper business man.

§ 24

Tools, Molds, Samples, Nondisclosure, etc.

1. Tools, molds, samples, models, profiles, drawings, standard spec. sheets, print templates and caliber gauges provided by us and any items manufactured by their utilization, may not be passed on to any third party nor be used for any other than contractual purposes without our written consent. They shall be protected against unauthorized viewing or utilization. Subject to further rights, we may demand their surrender, should our contractual partner violate these duties.
2. Unless it is public domain or known to them by other legal means, information obtained from us will be kept inaccessible to third parties by our contractual partner.

Part II: SPECIAL PART

The stipulations of Part I shall apply, with the following addendums and special regulations.

A. Utilization of our Ports and of any Facilities within our Ports

§ 1

Usage Stipulations for the Branches and Operations Facilities

In addition to these General Terms of Business, the respective local 'Hafenbenutzungsvorschriften' (HBV/Stipulations for the Utilization of Port(s)) for our port facilities at our branches and places of operation shall apply.

§ 2

Public Law Stipulations

Users of our ports and facilities are obligated to obey any pertinent public law stipulations, as well. If recourse is taken against us by the authorities on the basis of public law in connection with objects conveyed into the area of our ports and facilities by the users or in connection with actions or omissions by the users, then we shall be entitled to claim indemnification and compensation for any costs resulting hereof.

§ 3

Authority

The instructions of our supervising employee shall be obeyed.

§ 4

Hazards to the Environment

1. Where environmentally hazardous immissions or emissions occur in conjunction with the utilization of our ports and facilities or should substances pollutant to the aquatic environment be released from operating resources utilized by the user into the ground or a body of water or in case of danger of explosion, fire or other dangers, the user shall immediately notify our closest place of operation. That notice is no substitute for the user's responsibility for the immediate introduction of counter and rescue measures. Should the emergency require the evacuation of any other equipment and facilities, then the user that caused the damage(s) shall bear the costs.
2. In case of soil or water contaminations caused by the user - even if through no fault of his - he shall execute any necessary cleanup and restoration/remediation measures.
3. Should we become obligated as 'Zustandsstörer' (status disrupter) for the removal of environmental damages that were caused by the user - even through no fault of his - then the user shall bear the costs that we incur.

§ 5

Road and Rail Traffic

1. The (German) rules of the road apply in our ports. Rail traffic has the right of way.
2. Only safe/roadworthy vehicles may be used.

§ 6

Utilization Fees, Authorized Recipient



1. The utilization fees are governed by the respective, up-to-date price lists and schedules of conditions of our branches and places of operation.

2. Contractual partners with no place of business on location at our ports or branches shall be obligated to name an authorized, local recipient/representative (ship owners, agents, (ship) brokers or comparable, natural or legal persons or entities) and to entrust them with the handling of any payments resulting from the utilization of the port. We are entitled to charge the utilization fees, payable by the port's user, to the authorized recipient.

§ 7

Parking and Storage of Vehicles, Goods and Equipment, etc.; Removal and Liquidation

1. We may, generally or on a case-by-case basis, prohibit or limit the parking or storage of vehicles, means of transportation, goods and equipment or make it dependent upon the fulfillment of conditions or requirements. Upon our demand, storage or parking surfaces shall be cleared.
2. We are entitled to remove and liquidate any vehicles, means of transportation (in particular vessels, motor vehicles incl. accessories, ocean containers, etc.) as well as goods, merchandise and any other items, provided that at least two weeks have passed since the time of their introduction into one of our ports or since the end of an agreed upon storage or parking term and the item in question has not been removed, even after two requests with a minimum two-week grace period for each request.
3. Should an item as per No. 2 be intended for liquidation, then the user or person with the right of disposal shall be notified thereof; should no such person be known or reachable, then the intent to liquidate may also be published in a local newspaper at the respective port location.

4. Liquidation as per No. 2 is executed by direct sale on the open market. The yield from that sale shall not be less than 15% of the market value. The market value shall be determined by a publicly appointed and sworn appraiser.
5. As an alternative to a sale on the open market or in case there is no buyer for such sale, we are entitled to auction off the item by using a 'Gerichtsvollzieher' (bailiff/court appointed marshal) or an officially appointed auctioneer. Upon fruitlessness, the item may be disposed of or scrapped at user's expense or at the expense of the person with the right of disposal.
6. Should a viable address for the user or person with the right of disposal not be known or not even be ascertainable, then the requests and the setting of grace periods as per No. 2 may be omitted. Liquidation may however not be carried out before expiration of the deadlines mentioned under No. 2.

§ 8

Domiciliary Authority, Video Surveillance

1. For the respectively defined local area of validity within each port, we exercise domiciliary authority. Our ports are under video surveillance.
2. Within the scope of this domiciliary authority, we expressly reserve the right to remove any port users from the port premises that do not comply with these GTB or the terms of use of the respective ports or any user that acts in an unlawful manner.

§ 9

Collateral

1. The use of our ports may be conditioned upon the performance of an appropriate security (surety bond, bank guarantee).
2. In case a general average or environmental damage occurred during the use of our port facilities, then the sailing of the ship may be conditioned upon the performance of an appropriate security (surety bond, bank guarantee) by the user.

B. Rent and Lease

The 'Allgemeinen Bedingungen für die Vermietung von Grundstücken, Gebäuden, Anlagen und Einrichtungen der Niedersachsen Ports GmbH & Co. KG' (General Terms and Conditions for the lease of land, buildings, equipment and facilities of Niedersachsen Ports GmbH & Co. KG) and - beyond that - these GTB shall apply with precedence.

C. Provision of Service and Performance of Work, Similar Services

§ 10

Order Placement

1. Orders submitted to us must contain all details necessary to allow for proper provision of service. Where we provide order forms, works will only be executed, if the principal has completely filled out such forms and signed them.
2. The principal warrants the correctness of his statements.

3. Unless it was expressly ruled out, we are authorized to commission subcontracts, perform test drives and inspection drives of vehicles as well as test runs for any other machinery.

§ 11

Statements of Costs, Estimates and Prices

1. If desired, we will indicate the anticipated price to the principal at the time of the conclusion of contract. The principal may set limits for costs.
2. Should it be impossible to execute the order for the estimated expenses or we deem additional works to be necessary in order to execute such order, then we are obligated to get our principal's consent, should the indicated price be exceeded by more than 20%. The principal's consent is considered given, if he does not object in writing within 3 working days after receipt of the notification
3. Notwithstanding any other agreement, invoicing will be performed according to time consumed. Time spent troubleshooting is considered work time. In case it becomes impossible to perform the order for reasons beyond our control, the principal shall reimburse us for time, effort and material spent, nonetheless.

§ 12

Actions of Collaboration and Technical Assistance

The principal is obligated to any necessary collaboration and technical assistance.

§ 13

Transportation and Insurance of the Object of the Order

1. The costs of transport for the object of the order, particularly for delivery to or from our premises, are to be borne by the principal. The potential costs for packaging and loading will be charged extra.
2. The principal bears the transportation risk. He may have to cover transport insurance, where applicable.
3. The principal's items are not covered by insurance while being worked on at our operating facilities. It is the principal's responsibility to seek and maintain insurance coverage for the object of the order, e.g. in respect to fire, water line rupture, storm and theft. We will provide insurance coverage for such perils only upon express desire and for a price.

§ 14

Completion

1. The principal may demand a statement as to the completion date only after the scope of the works to be performed has been determined.
2. The completion deadline is considered met, if up until its expiration the object of the order is ready to be picked up by the principal or in case of a contractually agreed upon test or trial, when it is ready for such trial's commencement.

§ 15

Acceptance

The principal is obligated to acceptance, as far as he was notified of the completion and a potential, contractually agreed upon test or trial of the object of the order was performed. The acceptance is considered completed at the latest, when the principal does not declare the object of the order to be faulty or in violation of contract within one week.

§ 16

Warranty and Liability

1. The principal's rights due to defects or deficiencies of the performance expire by statute of limitation within one year from taking possession. This also applies to identical, concurring claims resulting from extra-contractual liability.
2. The principal's warranty claims expire, unless they are asserted within 7 days from taking possession for obvious defects or deficiencies and also within 7 days after noticing unobvious defects or deficiencies.

3. Makeshift repairs that were carried out upon the customer's wish are not subject to any warranties.
4. The choice between remediation/rectification and re-delivery is ours.

D. Cargo Handling, Staging of Cargo for Handling

§ 17

General

1. We generally do not perform any cargo handling. The cargo handling is exclusively performed by the entitled party or their assignee.
2. We shall provide the entitled party with our handling equipment - as far as it is available and ready for operation - with the necessary operators, on a shift-by-shift basis. Depending on the circumstances, the provision of equipment may only be possible by means of lease. Further details may be deduced from the local 'Hafenbenutzungsvorschriften' (HBV/Stipulations for the Utilization of Port(s)).
3. The entitled party performs the cargo handling at their own responsibility and at their own risk. The entitled party is under their own responsibility in terms of their authority towards the operators. The entitled party briefs the operators for the respective cargo handling activity and manages and supervises the handling process self-responsibly. The briefing may only be performed by expert personnel. The operators are the performing and vicarious agent of the entitled party. This also applies to the provision of our personal for the operation of handling equipment that is not our property.
4. The entitled party has to examine self-responsibly, to which extent they are considered to be the operator of facilities and equipment under 'Immissionsschutzrecht' (Immission Control Act) and, if applicable, obtain the appropriate permits.

5. We are entitled to order the discontinuation of the handling activities, if the safety of the handling equipment or of the personnel is in danger.
6. The entitled party has to brief the personnel before commencement of work about the kind, size and position of any obstructions within the cargo or ship's cargo holds in an appropriate manner.
7. Any cargo remnants and stowage materials that are dropped during the handling process onto pier walls, piers, traffic paths, rails, cable leads and cable ducts need to be immediately removed after completion of work by the respective entitled party. We may order an earlier removal, should this become necessary due to reasons of protection of bodies of water or due to safety concerns or in order to warrant and maintain a smooth port operation.

§ 18

Dangerous Goods

1. Should the handling of certain cargoes require a permit, then the handling may only be performed, if such permit was granted.
2. We may prohibit the handling of dangerous goods, if the entitled party fails to prove appropriate insurance coverage.
3. Where goods are delivered to our premises, that may become a source of danger due to their specific characteristics, then we shall be informed in writing before such delivery, including an exact statement of the nature of the danger and the precautionary measures to be taken.

4. The entitled party has to obey and follow the official regulations concerning the handling of dangerous goods. Any containers containing dangerous goods must comply with the provisions regarding the transport of dangerous goods.
5. The entitled party has to transmit to us the information from 'Declaration of Responsible Party' or the Dangerous Goods List in a timely manner as per IMDG ordinance 'Carriage of Dangerous Goods by Sea'. Where appropriate, the ocean container number shall be indicated.
6. In case dangerous goods are brought into our ports without prior transmission of details as per the above regulations, we may destroy such dangerous goods or neutralize them, should they pose a hazard. The principal shall bear the costs of such measures.

§ 19

Specialty Goods

1. The entitled party shall inform us in a timely manner, should goods due to their special characteristics require special handling. We need to be fully informed about the peculiarities of the goods. In case of reefer containers or other temperature controlled goods or perishable goods, the principal shall take any measures necessary for a safe treatment of such goods.
2. We may reject merchandise not fit for transshipment, in particular, when it is liable to cause disadvantages of any kind for the handling equipment due to its composition or characteristics. We are entitled to destroy the goods at principal's expense, should he fail to immediately heed a request to take back said goods.
3. Merchandise posing a threat to people, other items or the environment, due to its condition, must be immediately removed, decanted into other containments or repaired by the principal.

§ 20

Loading and Unloading

1. We reserve the right to choose the equipment deployed for cargo handling.
2. The person navigating/operating the ship or vehicle has to prepare the vehicle in such fashion that the cargo handling processes can be performed without perils to the vehicle and port facilities. In particular the rigging and any items located at or near the hatch openings shall be secured against damages by crane operation.
3. During discharging, the delivery from the vessel must match the same speed with which cargo can be accepted ashore. During loading, the ship has to accept cargo as quickly aboard as to match the speed of loading.

4. We reserve the right to determine the sequence of dispatch for the means of transportation in line to be loaded or unloaded.

§ 21

Handling by Crane, Forklift Trucks and other Floor Conveyor Vehicles

1. Shipside, a sufficient number of ushering signalers must be provided. Should this be neglected, then we are entitled to position signalers at ship's expense.
2. The trans-shippable goods are to be positioned perpendicularly beneath the crane hook. In case of incorrectly hooked goods, the crane operator may refuse to continue operation and may in particular seize any swivel action of that crane.

§ 22

Inspection of the State of Equipment, Liability

1. In the event that we are furnishing (working)equipment with or without dedicated personnel or in case we are furnishing (working)equipment in any other way, the proper condition of the equipment needs to be inspected upon receipt. If flaws were discoverable upon proper inspection, later complaints will be ignored. After use, the equipment shall be returned in flawless condition to the place of receipt.
2. The user is liable for loss or damage of/to the equipment and for all resulting damages to us or third parties from the use of the equipment.

§ 23

Handling Dues

The dues for the utilization of our handling equipment are determined by the respective, current price and condition schedule of our branches and places of operation.

§ 24

Storage of Goods

1. Dangerous goods may only be stored with express approval of the competent port authority and on surface locations designated by us for such purpose within the port area. Explosives may not be stored.
2. The risk for sinking, deterioration or damage of the stored goods lies exclusively with the entitled party, who shall also be responsible for the insurance of these goods against theft, fire, water damage, frost, etc.
3. We are not obligated to allow the storage of goods for periods in excess of 24 hours upon the quay facilities. We may demand that the entitled party take possession of goods within a 24 hour deadline. Should this deadline not be met or should an entitled person not be known or found, we may re-store the goods or store them otherwise at the expense of the entitled person.

§ 25

Intermediate Storage, Staging for Cargo Handling

Where the entitled person requires surface areas for intermediate storage or the staging of merchandise and goods, these are to be leased as per our 'Allgemeine Bedingungen für die Vermietung von Grundstücken, Gebäuden, Anlagen und Einrichtungen' (see Part II B of these GTB)



These GTB will be governed by the laws of Germany. The interpretation of any part of these GTB shall not be affected by the fact that they have been drawn up in the English language rather than in the German language. In particular, any English term used in these GTB shall be interpreted in accordance with the German law and practice, irrespective of the relevant German term being added in brackets or not.