

PRICES AND DUES
for services at
THE PORT OF MALMÖ

Valid as of January 1:st year 2009
Prices given in SEK

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1. HARBOUR DUES

1.1 VESSELS

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

1.1.1 Standard dues SEK

Vessel over 10 GT, including garbage fee (0:25) per GT
Min. SEK 580 4:75

For vessels in regular ferry-service according to by the Port approved timetable and for cruising vessels per GT. 3:55
Min. SEK 1.135

For vessels to be used as hotel vessels, staying at quay shorter than 30 days, will be charged for the first 24 hours, per GT 4:00
thereafter, for each 24 hours, per GT 1:30

Floating hotels are responsible for ordering and paying for collection of sludge and other garbage as well as for the supply and all expenses related to ISPS security, guards etc.

1.1.2 Special tariff

For ships staying in the Port > 48 hours or >96 hours (for oil- and bulk vessels) after finished loading/unloading will be charged in addition to p.1.1.1
-per day and meter overall length as per agreement

For vessels used mainly for trade, exhibitions, storing, expedition or similar will be charged per meter over all and commencing week 47:50
or according to special agreement.

1.1.3 CMP gives prices separately on arrivals who doesn't matches 1.1.1 or 1.1.2.

1.1.4 Environmental differentiated Harbour dues in the Port of Malmö.

Vessels entering the Port of Malmö will be charged according to fixed amounts or as to special agreements. In accordance with a special agreement (April 1996) between the Swedish Ports and Stevedores Association, the Swedish National Administration of Shipping and Navigation and the Swedish Ship Owners association, emphatic actions will be made in order to decrease the pollution of Shipping. One such action is to differentiate the Harbour dues and other charges to stimulate the initiatives to environmental improvements. Additional charges for the emitting of nitric- and sulphur oxides are included in the Harbour due as mentioned in 1.1.1 above.

1.1.5 Rebates by actions reducing the emitting of nitric oxides.

For vessels emitting nitric oxides less than 6 g per kWh of the engine output the Harbour due will be reduced by SEK 0,15 per unit of the GT.

For vessels emitting between 6-12 g per kWh, the Harbour due will be reduced by SEK 0,05 per unit of the GT.

1.1.6 Rebates by actions reducing the emitting of sulphur oxides.

For passenger vessels using bunker oil, containing sulphur oxides of maximum 0,5 percent measured by weight, the Harbour due will be reduced by SEK 0,10 per unit of GT. All other vessels will benefit from reduced Harbour dues when the bunker oil consists of maximum 1,0 per cent sulphur oxides.

Rebates as mentioned above, does not include vessels that by a special agreement with the Port of Malmö are obliged only to use bunker oil with low content of sulphur oxides.

1.1.7 Rebates for vessels with segregated ballast tanks.

As from 01.01.2008 the obligation to have differentiated fees for oil tankers with a segregated ballast tank has been repealed.

Recital 20 of the EU Regulation 417/2002 sets out the reason behind this.

Consequently all oil tankers with or without SBT are therefore paying normal Harbour dues according to 1.1.1

1.1.8 Control of actions in order to reduce air pollution.

If the vessel is qualified for reduced Harbour dues as mentioned under 1.1.4 and 1.1.5 above, the Swedish National Administration of Shipping and Navigation must have controlled and approved to undertaken actions. Such approval shall be referred to when the vessel reports its arrival to the Port.

1.2	VEHICLE AND PASSENGER DUES	SEK/piece
1.2.1	Passengers	
	passengers	9:50
1.2.2	Vehicles	
	Cars and caravans	25:00
	Buses	60:00
	Trucks	acc. to agreement

2. CARGO

Harbour dues for seaborne goods loaded or unloaded in the Port shall be payable in the amounts specified below. Unless otherwise indicated, these dues are chargeable per ton.

Type of goods	SEK/ton
Standard tariff	
Goods not specified below	29:05
Special tariff	
Baseoil	14:80
Bitumen	14:80
Cargo on vessel in ferry operation	17:95
Cement	10:75
Coal and coke	13:90
Container and flat SEK/unit	348:00
Ethanol	25:35
Fertilisers	12:50
Fuel	14:80
Gasoline	25:35
Goods made of stone and cement	12:50
Grain	12:50
Iron and steel	16:70
Liquid chemicals in bulk	29:05
Methanol	14:80
Molasses	12:50
Ore, slag and ashes	8:15
Paper and paper products	14:80
Salt	10:75
Sand, gravel, macadam and limestone	4:25
Sawn and dressed timber SEK/m ³	7:80
Scrap iron	9:55
Soda Lye (Caustic)	14:80
Timber SEK/m ³	7:80
Vegetable oil	12:50
Wood waste and chips SEK /m ³	4:25
Use of marine loading arm, in the oil harbour	0:60

Cargo stored in transit and then reloaded, will be entitled to 50 per cent rebate.

For cargo handled in the port, but on quays not belonging to Copenhagen Malmö Port AB, port dues will be charged according to special agreement. If there is no special agreement settled the charge will be rebated with 50% according to above mentioned port dues.

3. PORT SECURITY FEE

Port Security Fee covers a part of the cost in connection with the implementation and running of the International Facility Security Code (ISPS code). The cost is primarily covered via goods and passengers defined in the below mentioned conditions.

Malmö	SEK
Container (full)	18,00 per unit
Ro/Ro Unit	2,00 per unit
New Car	1,50 per car
General Cargo	5% of cargo dues
Liquid Bulk	5% of cargo dues
Dry Bulk	5% of cargo dues
Ferry and Cruise Passenger	3,00 per passenger

Conditions for Malmö

- Port Security Fee must be paid for all passengers and for all goods, products and material, being unloaded, loaded, transported or in any other way being transferred to sea or land within the boundaries of the port.
- Ships not carrying goods or passengers must pay subject to the length of the ship. Price is SEK10.00 per meter. Minimum SEK500.00.
- Port Security Fee will be debited together with other port dues.
- Port Security Fee is payable by the owner of the cargo and must be paid prior to the departure of the ship unless otherwise is agreed. For ships without cargo or passengers Port Security Fee is payable by the ship.
- Weight must be indicated in writing in whole numbers of tonnes or units, according to the above scheme.
- Port Security Fee is to be paid for each arriving, respectively departing, passenger and will be charged all ships carrying paying passengers. This also includes ferry routes, cruise ships, tour vessels, harbour tour boats - or the like.
- Port Security Fee must be paid for laid- up ships for every 14 days started. Price is SEK10.00 per meter. Minimum SEK500.00 + direct costs as establishment of security arrangements etc.
- Ships, exclusively calling at Malmö for sampling, changing of crew, medical assistance, disembarkation of patients, shipwrecked persons, changing of spare parts, repair, seeking port of refuge, bunkering, taking in supplies, or the like must pay Port Security Fee. Price is SEK10.00 per meter. Minimum SEK500.00 + direct costs as establishment of security arrangements etc.
- For non ISPS approved ships, calling at ISPS approved facilities, double Port Security Fee will be charged
- Floating hotels are responsible for all expenses related to ISPS security, guards etc.

Port Security Fee quoted is exclusive of VAT (Value Added Tax). The VAT will be settled according to current Swedish law.

The captain or the vessel's agent shall submit to the port the necessary information/data on the vessel as to cargo and passengers in order for the port to be able to determine the Port Security Fee.

All information must be presented according to the guidelines of the Port.

Disputes: These business conditions are published in Swedish and English. In the event of any dispute pertaining to the contents, the wording of the Swedish version shall be the valid version.

4. STEVEDORING CHARGES

For offer on stevedoring, please contact the business area concerned or the department of Marketing and Business development.

5. STORAGE

For offer on storage, please contact the business area concerned or the department of Marketing and Business development.

Remark

Copenhagen Malmö Port AB reserves the right to move goods after informing the goodsowner at the latest one day before such action.

Insurance of goods, such as fire- and burglary-insurance are not included in the price
Heated- or refrigerated storage by special contract.

Minimum charge SEK 255 per commission and per invoice.

6. <u>WEIGHING</u>	SEK
Per occasion	345:00
Additional weighing fee, workdays 16.00-16.30	50%

7. WORKING HOURS

7.1 Ordering work

Orders for work to commence at 7:00 a.m. the following day must be placed no later than 3:00 p.m. on the previous day, for overtime on weekdays no later than 12.00 noon on the previous day. For work on Saturdays, Sundays or public holidays no later than 12:00 noon on the preceding Friday. For work on Saturday, Sunday and public holidays, the time of commencement of work shall be agreed between the parties in each individual case.

7.2 Cancellation

Cancellations of work during normal hours will be charged at a rate of 4 hours per man. Cancellations of overtime will be charged at a rate of 4 hours per man. Cancellations of work on Saturday, Sunday and public holidays will be charged at the rate of the guarantee period.

7.3 Normal working hours

Monday to Friday 7:00 a.m. to 4:00 p.m.

7.4 Overtime

Overtime charging basis:

All work on overtime is on voluntary bases.

Overtime - ordered	Guarantee period	Supplement
Weekdays 4.30 p.m-8:00 p.m.	3 hours	100%
Weekdays 8.00 p.m-7.00 a.m	3 hours	200%
Saturdays 7.00 a.m.-1:30 p.m.	6 hours	100%
Saturdays 1:30 p.m.-	7 hours	150%
Sundays	7 hours	150%
Holidays	7 hours	200%

7.5 Shift work

Shift work can be arranged by special agreement.

7.6 Rest period

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

7.7 Public holidays

Public holidays shall be taken to comprise the following days:

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

8. GENERAL TERMS AND CONDITIONS

8.1 Goods and cargo handling - general

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

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

8.2 Bulk cargo

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

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

8.3 Loading plans and booking notes

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

8.4 Tally

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

8.5 Compensation for waiting time in connection with delivery and collection of containers and other goods.

Prices, conditions and storages rates when calling Malmö from 1st of January 2009

Copenhagen Malmö Port AB pays no compensation for waiting time in connection with delivery or collection of container or other goods.

Exception is when containers or goods are wrongly handed out or if cannot be located.

8.6 Right to overtime

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

8.7 Safety regulations

Vessels shall follow the instructions of the Swedish Work Environment Authority for the loading and unloading of cargo vessels. The ship shall provide all necessary safety devices, such as gangways, ladders, anti-fall railings for use when the hatches are open, and other safety equipment.

All work to follow AFS 2001:9, Harbour work (Arbetsmiljöverkets författningssamling).

8.8 Liability for payment

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

8.9 Terms of payment

Payment shall be made 21 days net unless otherwise agreed in writing. A penal interest of 6% above the current reference rate will be payable on arrears.

9. LIABILITY

- 9.1** All stevedoring and other services shall be carried out in accordance with the Ports of Sweden General Conditions 1989 for Terminal Operations and/or General conditions of the Nordic Association of Freight Forwarders of 1985 (NSAB 85), and **Copenhagen Malmö Port AB** 's General Terms and Conditions.
- 9.2** **Copenhagen Malmö Port AB** shall not be held responsible for and/or shall not be held liable to pay compensation for any damage or expenses incurred in consequence of lockout, strikes, blockades or other circumstances beyond **Copenhagen Malmö Port AB**'s control.
- 9.3** **Copenhagen Malmö Port AB** shall not, unless otherwise agreed, be held liable for loss of or damage to goods of an exceptionally large value, goods of a particularly fragile nature, such as glass or porcelain, cast or moulded articles, dressed stone and the like, or goods carried in an inadequate or weak packaging.
- 9.4** **Copenhagen Malmö Port AB** shall be held liable only for such damage to carriers or goods as can be shown to have been caused by the negligence of the enterprise's own personnel. Any damage thereby occasioned shall be reported to the enterprise without delay. Claims for damages may be taken into consideration only if a report is submitted in good time before the ship is due to sail, such that an inspection may be carried out.
- Copenhagen Malmö Port AB** shall not be held liable for damage to floors and ceilings which are uneven or otherwise deficient, nor for damage to tank covers, piping or fastening devices which are inadequately protected; nor shall **Copenhagen Malmö Port AB** be held liable for damage to holds in vessels unsuitable for cargoes of the type which the enterprise has been instructed to handle. Under such circumstances, cargoes will be handled on the understanding that the ship and Shipping Company will themselves accept full responsibility for any damage that may be incurred.
- 9.5** **Copenhagen Malmö Port AB** shall not be held liable for the stowage result and shall not be expected to pay compensation for dead freight, demurrage or other costs.