

Port Regulations

Valid from 2011-01-01



Port of Oxelösund

Port Regulations for The Port of Oxelösund

Valid from 2011-01-01

NOTE!: These general conditions are valid in the Swedish language only. In case of conflicts of conditions between the Swedish and the English text, the Swedish text shall prevail.

1 § The Port of Oxelösund (the Port) is run by Oxelösunds Hamn AB (the Port Authority), which is owned by Oxelösund`s local authority and SSAB Oxelösund AB. All activities are regulated by

- These Port Regulations for the Port of Oxelösund (the Port Regulations),
- Tariffs for Oxelösunds Hamn AB (Tariffs),
- Directives for Oxelösunds Hamn AB (Directives) and
- Individual agreements.

Port Regulations, Tariffs and Directives are available in paper form on request from the harbour office, the Company's homepage (www.oxhamn.se) and from those port agents and forwarding agents working in the Oxelösund area.

2 § The Port's operational area (the Port Area) covers the land and water areas shown on the enclosed map (see appendices 1a, 1b and 1c). The Port Area includes restricted areas where the ISPS-Code (the International Ship and Port Facility Security Code) as enacted in Sweden applies.

3 § In these Port Regulations, Taxes, Directives and individual agreements the term vessel includes all objects which can be used for transport on water and all other objects which can be moved on or in water.

GENERAL REGULATIONS

4 § Within the Port Area, Swedish public order and traffic regulations apply as well as those issued by local authorities. Drivers of vehicles and pedestrians in the Port Area, shall follow the traffic regulations and directions and conduct themselves in a way as to avoid accidents.

People and companies who reside, respective run businesses in the Port Area are duty bound to abide by the rules and instructions issued by the Port or as informed by a representative of the Port.

5 § Within Restricted Areas special regulations apply regarding Ship and Port facility Security.

6 § Unauthorised personnel are not allowed to enter the Port Area.

Reporting according to the obligations given in the Port Regulations, Tariffs and Directives shall be made to the Port Authority's harbour office.

7 § The Port Authority has the right to take reasonable temporary precautions to protect people, vessels and goods so the Port as a whole has a safe and efficient flow of vessels and goods.

8 § Permission is required from the Port Authority to temporarily or permanently run a business within the Port Area.

Dangerous Goods

9 § Current laws on the handling and transportation of dangerous goods shall be followed by those who transport such goods to and from the Port Area, as well as those who store or in other ways handle dangerous goods in the Port Area.

Safety precautions must be taken regarding goods which are not classified as dangerous but which can cause harm or inconvenience. A report on the special properties of the goods must be made in advance to the Port Authority.

TARIFFS AND DIRECTIVES

10 § The Port Authority imposes Tariffs and issue Directives for commercial activities in the Port.

11 § The port charges are published in Tariffs. Information on charges for services not included in Tariffs, can be supplied on request.

12 § Port charges for vessels and cargoes as well as any other charges shall be paid before the vessel's departure, unless otherwise agreed.

13 § The Port Authority reserves the right to debit vessels, cargo owners or others for costs incurred by precautions taken according to 7§ in the Port Regulations.

VESSELS AND NAVIGATION

Reporting obligations

14 § Before vessels arrive, the master, agent or owners must report the arrival to the Port Authority.

Information on the vessel's name, identification signal, registered owner and managing operator, if other than the owner, shall be given to the vessel's portagent or direct to the Port Authority.

Reporting shall occur as early as possible, and not later than 24 hours before the vessel's estimated time of arrival. The Port Authority can permit shorter reporting times or exemptions from reporting obligations.

Changes in times of arrival shall be reported to the Port Authority without delay.

Reporting of departure shall include information about the vessel's next port of call.

15 § The vessel's owner, operator or portagent shall give the port information required to calculate the charges for the vessel and cargo, as soon as the vessel arrives.

Preliminary information on inward and outward cargoes must be given at the latest when loading or unloading begins. Final information shall be given, at the latest, two working days after the vessel has sailed.

Approaching

16 § Vessels must not enter the Port without permission from the Port Authority.

Aeroplanes must not land within the Port Area without permission from the Port Authority.

17 § The Port Authority acknowledges all reservations and allocates berths according to the existing and expected traffic situation on the vessel's arrival. Vessels which run according to a fixed timetable can, with the approval of the Port Authority, be given priority.

The Port Authority can decide on different turn order if the traffic/loading situation so demands. Vessels shall in all respects be ready for loading/unloading to maintain turn order.

18 § The master shall keep himself/herself informed of the water depth at the manoeuvring area and place of berth.

19 § If there is a risk because of the condition of the vessel, known or feared risks with its crew or cargo or any other reason which would cause the vessel to sink, block vessel traffic or by any other means create a danger to the order or safety within the port, the Port Authority must be informed of this and the vessel must not enter the port without special permission.

Mooring and shifting

20 § Vessels within the port area shall navigate, be moored and handled without causing any danger or obstacles for people, other vessels, cargoes and structures. Vessel traffic must be allowed to proceed without un-necessary delays and disturbances. Handling includes the handling of vessels as well as the handling of vessels' equipment.

21 § The master shall observe extra care when passing places where work is being undertaken in the water.

22 § Anchoring or use of anchors at mooring is absolutely forbidden in the Port Area. If anchoring or uses of anchors is made anyway, it must be reported to the Port Authority.

23 § When navigating, mooring and shifting, assistance shall be taken from tugboats when required to maintain order and safety in the Port. The Port Authority may decide that assistance by tugboat/s in special circumstances shall be compulsory.

Tugboats are supplied by an independent tugboat company.

24 § The master, agent or owner shall at the request of the Port Authorities' representative, without delay, shift the vessel or take other action with the vessel which is called for with regard to order, safety and the commercial activities in the port

25 § Permission must be obtained from the Port Authority before any repair or maintenance work or similar work from the quayside or float, underwater or such like can be carried out. Diving and underwater work can only be carried out with permission from the Port Authority.

Before the vessel becomes temporarily un-maneuvrable because of repairs or similar work, authority must be given by the Port Authority.

Running the propeller when the vessel is berthed may only be done with permission from the Port Authority.

26 § In order to be able to shift the vessel at anytime required a vessel must never be left without sufficient crew onboard.

27 § The laying up of a vessel can only be done after permission from the Port Authority.



28 § The master, agent, owner or representative for any of these shall immediately inform the Port Authority if a vessel has sunk, run aground, become un-maneuvrable, has reduced manoeuvrability or leaked oil or any other pollutant.

29 § Anyone who within the port area injure a person or damage vessels, structures, cargo or any other property must be reported to the Port Authority immediately.

Owners of sunken objects which can cause damage or obstruct vessels and constructions must make a report to the Port Authority. If someone other than the owner was in charge of the object when it sank, the obligation to report the incident lies with them. If the object is lost from a vessel the master of the vessel, agent, owner or representative must make the report.

30 § Open fires or smoking are not permitted in the areas where notices say it is forbidden.

TERMINAL CONDITIONS

31 § The "Ports of Sweden General Conditions 1989 for terminal operations" (the Terminal Conditions) are applicable for those services which are stated in the Terminal Conditions § 1. The Terminal Conditions which form part of the Port Regulations can be found in their entirety in Appendix 2.

In particular, but without ignoring other clauses, refers to the Terminal Conditions'

- Liability (2 §)
- Notice of Claims and time-bar (§ 3)
- Insured goods (§ 4)
- The customer's liability and duty to inform (§ 5)
- Circumstances preventing the performance of the Services (§ 6)
- General Lien (§ 8)

In case of discrepancies between the Port Regulations and the Terminal Conditions, these Port Regulations shall prevail.

Cargo handling

32 § Cargo within the port area shall be handled so that people, cargo, vessels and structures/equipment are not put at risk or endangered in any way.

33 § The Port Authority carries out all cargo handling within its area in accordance with the Tariffs and Rules and thereby supplies personnel and other equipment. Cargo cannot be handled without an existing contract with the Port Authority.

Storage and laying up of cargoes

34 § Cargo, vehicles or other material shall be handled, stored or placed in an area designated by the Port Authority's representative and in a way so that the Port's open spaces, buildings, paving, rail tracks, cranes etc. are not damaged, that fire exits are not blocked and that a risk to people does not arise.

35 § The Port Authority's granting of the use of an area for cargo within the port does not mean, unless otherwise specially agreed in writing, that the Port Authority takes charge of the cargo but only that the Port designates the place where the cargo can be temporarily laid up.



Other Services

36 § Services not covered in these Port Regulations or in Tariffs/Directives, are included when necessary in individual agreements.

THE PORT AUTHORITY'S LIABILITIES

Vessels

37 § Conditions of Liability

The Port Authority is liable for direct damage to vessels only if the damage or loss is the result of proved negligence by the Port Authority or its employees.

The Port Authority is not liable for consequential loss, indirect loss and losses caused by delay.

38 § Limitation of liability

Compensation for damage to and delay of vessels is limited to 500,000 SDR for each incident. Incident shall mean damage or loss occurring on one and the same occasion. If the damage or loss affects several vessels and exceeds the limited amount of 500,000 SDR the amount will be divided proportionally in relation to the cost of damage or loss each vessel is determined to have suffered. By SDR is meant Special Drawing Rights as used by the International Monetary Fund.

Cargo and terminal services

39 § Conditions of Liability and Extent of liability

The Terminal Conditions (Appendix 2) govern the Port Authority's liability for damages and delay in services as specified in Terminal Conditions 1§ but only to such extent that 37 and 38 §§ in these Port Regulations are not applicable.

NOTICE OF CLAIMS, TIME BAR, ARBITRATION AND APPLICABLE LAW.

40 § Notice of Claims

Notices of claims shall be made in writing without unreasonable delay and for visible losses or damages immediately when the damage occurs or could have been detected. If a written notice of claim is not made within a reasonable time the fault cannot be invoked as ground for claims against the Port Authority.

41 § Time Bar

The Port Authority's liabilities shall under all circumstances cease and any claims become time-barred unless a properly documented claim is presented in writing within one year from the day when damage occurred or could have been detected.

With respect to recourse actions against the Port Authority because of damage or loss for which the Port Authority's customer is claimed, under maritime law, to be liable, the same degree of limitation period as give the chapter 19, section 1, paragraph 4 of the Swedish Maritime Code shall apply.

42 § Arbitration and applicable law

Except as provided below, any disputes between the Port Authority and the customer shall, with the exclusion of ordinary courts of law, be decided by arbitration at the place where the Port Authority has its place of business and according to the Swedish Statute on arbitration

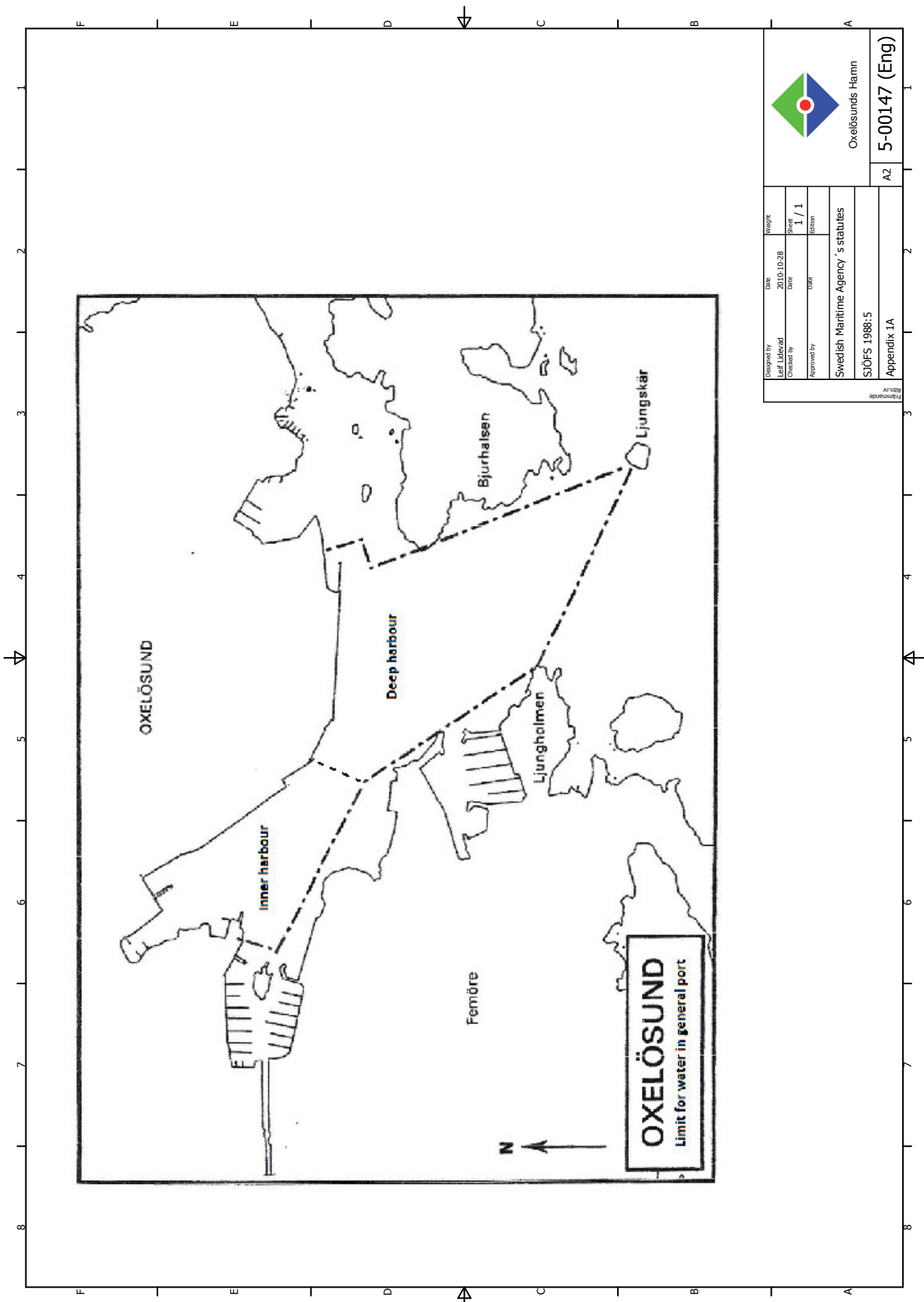



then in force and with the application of Swedish law. Legal proceedings initiated for the purpose of collecting claims not in dispute shall not imply a waiver of the right to submit to arbitration, according to the present clause, such counter-claims which may be in dispute and such counter-claims may not be made or set-off except in arbitration proceedings.

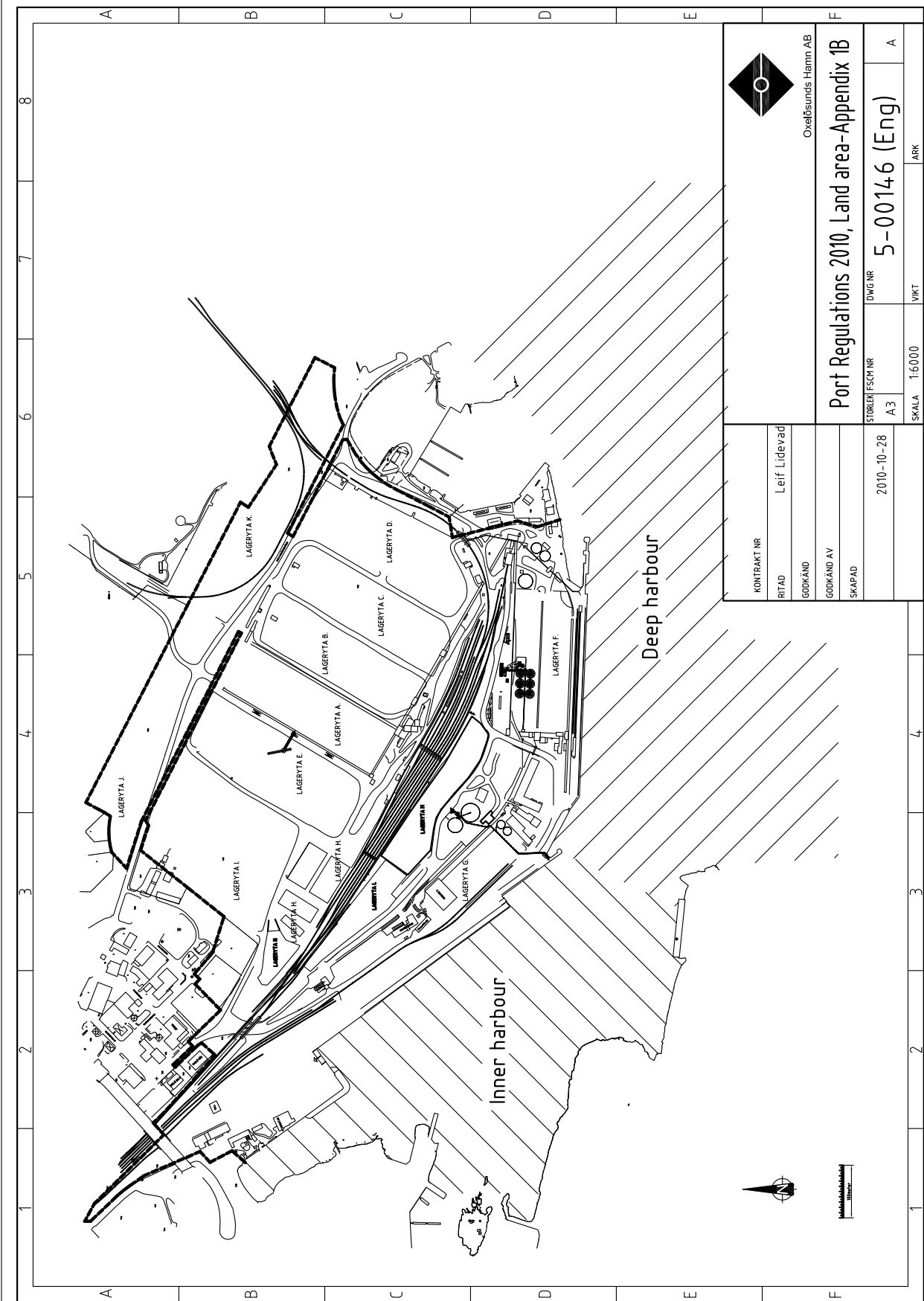
Disputes concerning amounts not exceeding the amount referred to as "basbeloppet enligt lagen (1962:381) om allmän försäkring" applicable at the time of the notification of the claim multiplied by four (4) may not be referred to arbitration.

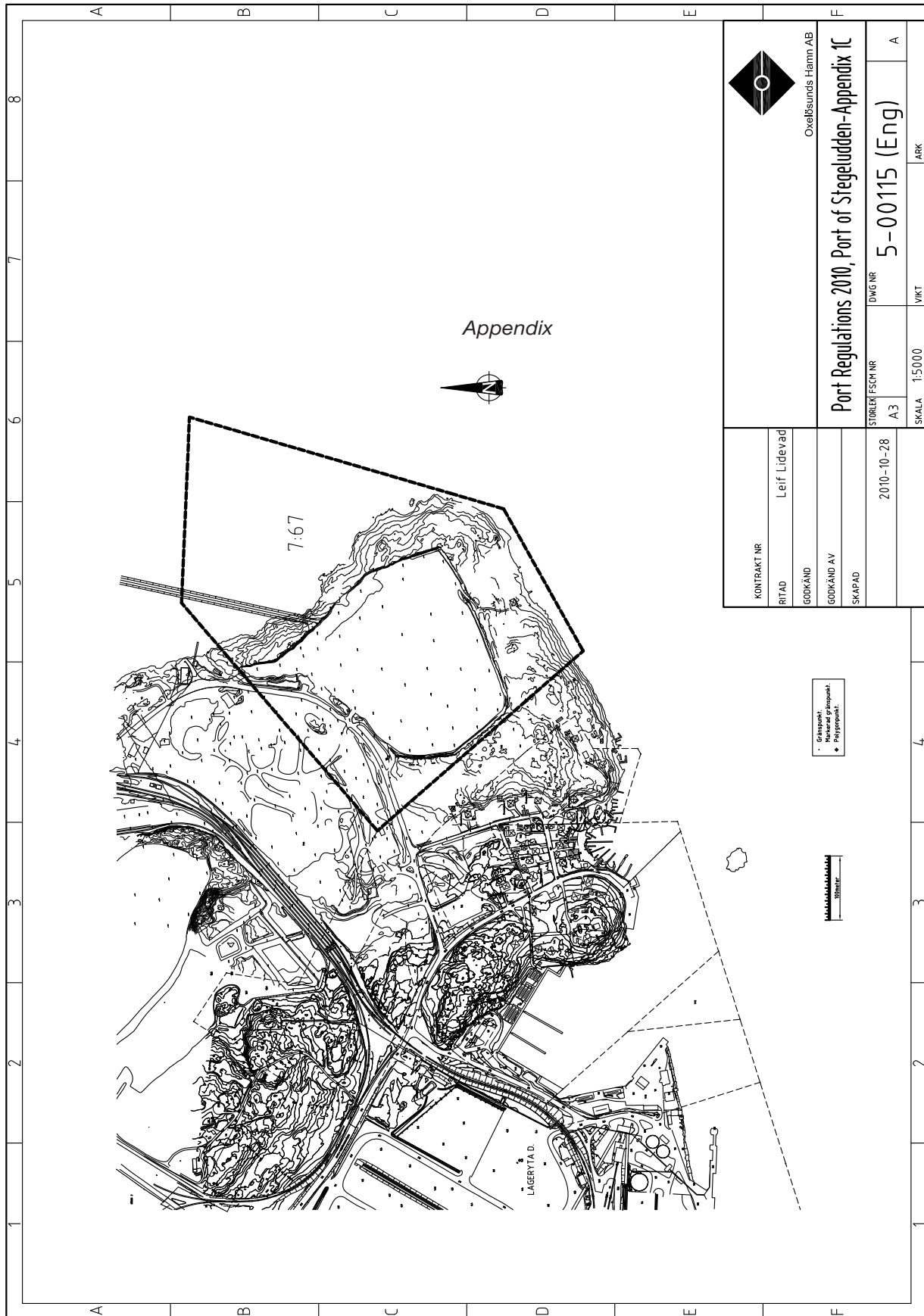
Appendices

- 1a Limits for harbour water area
- 1b Inner harbour and Deep harbour - land area
- 1c Stegeludden
- 2 Ports of Sweden General Conditions 1989 for terminal operations



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Swedish Maritime Agency's statutes		
SJOFS 1988:5		
Appendix 1A		







PORTS OF SWEDEN

General Conditions 1989 for terminal operations

These conditions are recommended by the Ports of Sweden. Nothing shall prevent the Enterprise and the Customer from reaching agreement on other conditions.

General conditions 1989 established after consultations with ICA, the Swedish Cooperative Union of Wholesale Society, the National Swedish Organisation of Small Business, the Association of Swedish Chambers of Commerce and Industry, Federation of Swedish Commerce and Trade, Federation of Swedish Industries, the Swedish Retail Federation, Swedish Shipowners' Association, the Swedish Freight Forwarders' Association.

These general conditions apply, unless otherwise expressly agreed, to all stevedoring service or other services within a sea port performed by a member of the Ports of Sweden, hereinafter called the Enterprise.

§ 1 Definitions

Services for stevedoring and other services within a sea port (hereinafter called "the Services") include:

- a) loading, unloading and other services with respect to vessels, vehicles of transportation and other cargo handling equipment*
- b) storage of goods taken in charge*
- c) packing, repacking, marking, arranging, weighing, guarding and checking the goods as well as redistribution and transport of the goods within the port area.*

Goods taken in charge shall mean goods (inclusive of vehicles of transport and other handling equipment) which have been taken into or stored in cargo sheds or within premises surrounded by fences during the time when the goods are so stored.

Customer shall mean anyone who has contracted with the Enterprise to perform the Services as well as anyone on whose behalf such a contract has been made.

§ 2 Liability

a) Basis of liability

The Enterprise shall be liable for damage to or loss of goods taken in charge, unless it is proved that reasonable measures have been taken in order to prevent such damage or loss. In all other cases, the Enterprise will be liable only if the damage or the loss can be proved to have been caused by a negligent act or omission on the part of the Enterprise or its employees.

b) Assessment of damage and loss

If the Enterprise is liable to pay compensation for damage to or loss of the goods, the value of the goods shall be calculated according to the market value or the current value of such goods of the same kind and condition at the time when the damage or loss occurred.

Subject to §2 c) below, if the goods have been lost or become a total loss, such loss or damage shall be compensated with the whole amount. In case of partial loss or damage, the amount shall be reduced in proportion to the difference between the value of the goods in undamaged



condition as calculated according to the first paragraph of this § 2 b) and its value as partially damaged or lost.

c) Amount of compensation

Compensation for damage to or loss of the goods is limited to 2 Special Drawing Rights as defined by the International Monetary Fund (SDR) per kilo of the part of the goods lost, or partially lost or damaged. In any event, the liability of the Enterprise is, unless otherwise expressly agreed, limited so that no compensation shall be paid for loss or damage exceeding 50.000 SDR or, in case of damage to vessels, 500.000 SDR for each incident. Incident shall mean damage or loss occurring on one and the same occasion. If such damage or loss has been incurred by several customers and the compensation amounts exceed 50.000 SDR or 500.000 SDR respectively, such amount shall be distributed in proportion to the amounts to which each customer´s damage or loss has been assessed according to § 2 b) above.

No compensation shall be paid for delay, consequential loss or indirect damage except as otherwise provided below in the present paragraph. Such loss or damage shall be limited to an amount not exceeding the compensation to the Enterprise relating to the goods delayed, lost or damaged. This provision notwithstanding, with respect to goods taken in charge the customer shall be entitled to claim compensation as if the goods had been lost if they are not delivered within 30 days after request for their delivery has been made.

Compensation for recourse claims caused by the customer´s payment of such compensation on account of his liability for delay according to mandatory rules of maritime law shall be payable to the extent that it is proven that the Enterprise has caused such delay.

Exemption from or limitation of liability according to these conditions shall be applied to every claim against the Enterprise for compensation according to the contract for Services irrespective of whether such claim is based on contract or on tort.

d) Liability of employees and servants

In case of claim is made on anyone of the employees or servants of the Enterprise, such employee or servant shall have the right to the same exemptions from or limitation of liability which the Enterprise may invoke according to these conditions. The aggregate amount payable by the Enterprise, its employees or other servants shall not exceed the limits stipulated in these conditions.

e) Loss of the right to limit liability

The right of limitation of liability according to these conditions shall not apply if it is proved that the loss or damage has been caused by an act or omission by the management of the Enterprise committed with the intent to cause such loss or damage or recklessly and with knowledge that such loss or damage would probably occur. The same shall apply to employees or other servants of the Enterprise.

§ 3 Notice of claims and time-bar

a) Notice of claims

Notice of claims against the Enterprise shall be made without unreasonable delay. In case of apparent damage or loss claims ought to be notified immediately when the goods are received and, in other cases, within seven days after the receipt of the goods.

b) Time-bar

Any right of action against the Enterprise shall be lost unless legal proceedings are initiated within one year. The one year period shall in case of partial loss of or damage to the goods run from the day when the goods were delivered. In case of total loss of a consignment or other loss, the time shall run from the time when 30 days have elapsed from the day when the Enterprise took the goods in charge; however the right of action will nevertheless be preserved until 30 days have elapsed from the day when the customer discovered or ought to have discovered the loss or damage. With respect to recourse actions against the Enterprise on account of damage or loss incurred by the customer on account of his liability under maritime law, the same extension of the time-bar as applies according to Chapter 19, Section 1, fourth paragraph, of the Swedish Maritime Code shall apply.

§ 4 Insured goods

The Enterprise will insure the goods only after instructions in writing by the customer to do so.

§ 5 The customer's liability and duty to inform

The customer shall give to the Enterprise all such information which is necessary or relevant to the performance of the Services. The customer shall see to it that the goods are correctly listed and described and that the stipulations which apply to the handling and carriage (e.g., according to IMDG, ADR, RID and RAR) have been properly complied with. The customer is liable to hold the Enterprise harmless and indemnified for all costs and expenses which may arise because

- a) the information concerning the goods is incorrect, unclear or insufficient*
- b) the goods are inadequately packed, marked, declared etc*
- c) the stipulations incumbent upon him with respect to the handling or carriage of the goods have not been complied with*
- d) the goods have been inadequately loaded or stowed by the customer, e.g., on road vehicles, railway wagons, flats or other transportation units (containers) or similar equipment*
- e) the goods have such characteristics, able to cause loss or damage, which the Enterprise could not reasonably foresee.*

§ 6 Circumstances preventing the performance of the Services

If on account of unforeseen circumstances the Services have to be performed differently from what was originally intended, the Enterprise shall, so far as possible, inform the customer and ask for instructions. If it is impossible to get such instructions in time, the Enterprise may perform the Services in a suitable manner and at the customer's risk and expense. If, on account of hindrances as aforesaid, the goods cannot be delivered in time, the Enterprise shall have the right to postpone delivery as long as the hindrance subsists.

§ 7 Particular charges

The customer shall pay to the Enterprise compensation for such expenses which the Enterprise has had for customs duties, taxes and other similar charges, as well as for particular and unforeseen charges and costs relating to the Services which the Enterprise could not with reasonable measure have prevented. If the Enterprise should incur such particular and unforeseen charges, costs or undertakings, the customer shall pay for these in addition to the amount due according to the tariff in force.

§ 8 General Lien

The Enterprise has a general lien in goods under its control for all costs relating to such goods as well as for other claims against the customer relating to Services performed by the Enterprise for the account of the customer.

If the goods are lost or damaged, the Enterprise has a corresponding general lien in any amounts due to the customer from insurance companies, carriers or other parties.

If claims are not paid when they fall due, the Enterprise may in a satisfactory manner sell as much of the goods that, in addition to the costs incurred by such sale, all amounts due to be paid by the customer are covered.

The Enterprise shall, so far as possible, inform the customer in advance of any measures intended for such sale of the goods.

§ 9 Arbitration and applicable law

Except as provided below, any disputes between the Enterprise and the customer shall, with the exclusion of ordinary courts of law, be decided by arbitration at the place where the Enterprise has its place of business and according to the Swedish Statute on arbitration then in force and with the application of Swedish law. Legal proceedings initiated for the purpose of collecting claims not in dispute shall not imply a waiver of the right to submit to arbitration, according to the present clause, such counter-claims which may be in dispute and such counter-claims may not be made or set-off except in arbitration proceedings.

Disputes concerning amounts not exceeding the amount referred to as "basbeloppet enligt lagen (1962:381) om allmän försäkring" applicable at the time of the notification of the claim multiplied by four (4) may not be referred to arbitration.

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