



JADEWESERPORT
WILHELMSHAVEN

ANB-EN



Standard Terms and Conditions of Use
JadeWeserPort Realisierungs GmbH & Co. KG

Standard Terms & Conditions of Use

01/08/2023

IMPORTANT NOTE:

This Document is a free translation of the “Allgemeine Nutzungsbedingungen”, of JadeWeserPort Realisierungs GmbH & Co. KG. In the event of any inconsistency or conflict between the German and the English version, the German version shall prevail.

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1. Purpose

JadeWeserPort is a public container port/common user terminal. It is administered by JadeWeserPort Realisierungs GmbH & Co. KG (hereinafter "JWP") with seat in Wilhelmshaven. JWP, in its capacity as the operator of the terminal related infrastructure close to the terminal (in particular the quay), maintains and manages the water area and the installations of the port. The use of the port is subject to these Standard Terms & Conditions of Use.

2. Definitions

2.1. Port

The port includes the water area of the JadeWeserPort as well as the installations as defined under 2.4 below. A layout plan of the port is attached hereto as Appendix 2.

2.2. Use of the port

Use of the port means the use of the port and its installations.

2.3. Call

Calling at the port means a watercraft entering the port.

2.4. Installations

Installations include the quay, the access area/berth, the Service Port, Boat Wharf, the Project Pier and all other infrastructure facilities of JadeWeserPort serving the water-side operation of the port.

2.5. Terminal operator

The terminal operator of the "Container Terminal Wilhelmshaven" at JadeWeserPort is EUROGATE Container Terminal Wilhelmshaven GmbH & Co. KG (hereinafter "EUROGATE").

2.6. Container Terminal/terminal area/CTW

The terminal area begins on the water side at the quay and includes the area adjacent thereto on the land side all the way to the fence delimiting the operating/ISPS area of the terminal operator.

2.7. Watercraft

Watercraft are ocean-going and inland waterway vessels, harbor crafts, floating devices and other floats that are usually designed for transportation. Watercraft

also include non-displacement (floating) vehicles. These include floating facilities normally not destined for transportation, in particular docks, pontoons, and piers.

2.8. **Gross tonnage (GT)**

Gross tonnage (GT) is the overall internal volume of a vehicle or the result of measurement as defined by the International Convention on Tonnage Measurement of Ships ("London Convention") of 23 June 1969. The GT is determined in the "International Tonnage Certificate (1969)" (hereinafter "ITC 69"). In the absence of an "ITC 69", JWP shall determine the GT at its equitable discretion in some other appropriate manner.

2.9. **Cargo handling**

Cargo handling means the loading and unloading of containers and project cargo onto and from watercraft.

2.10. **Ship and movement data**

Ship and movement data mean data regarding the ship's characteristics, such as the name of the ship, its length, GT, etc. (hereinafter "ship data") and regarding the position of the vehicle at any given time, time of arrival, etc. (hereinafter "ship movement data"). This shall apply analogously to all other watercraft.

2.11. **GT class**

GT class means the subdivision of watercraft in classes with respect to their individual GT.

2.12. **Liner services**

Liner services provide incoming and/or outgoing voyages irrespective of the individual cargo volume according to a schedule along a route defined by specific ports of call or groups of ports.

2.13. **Short distance**

Short distance means liner traffic exclusively between the JadeWeserPort and other ports in Europe, the Baltic Sea, the Mediterranean Sea, the Black Sea, Morocco, the Canary Islands, Madeira, and the Cape Verde Islands, the total shipping range of which is limited to this geographic perimeter.

2.14. **Long distance**

Long distance means all liner traffic not specified as short distance.

2.15. **Tramp traffic**

Tramp traffic means traffic without a specific route and without a regular schedule determined in advance, as opposed to liner services.

2.16. **Quay**

The JadeWeserPort quay encompasses the water-side concrete construction including marine fenders, mooring bollards and other functional moving or fixed systems, with the exception of the crane way girder. Land-side, the quay ends where the asphalt covering begins.

2.17. **Boat Wharf**

The Boat Wharf is located at the southern end of the port between the Container Terminal and the jetty Niedersachsenbrücke.

2.18. **Project Pier**

The JWP Project Pier is located at the northern end of the port between the container terminal and the Service Port and includes that portion of the quay including the area behind it. The areas included therein are dedicated to the handling of particularly heavy cargo.

2.19. **Service Port**

The Service Port is at the northern end of the port and has several berths for watercraft of nautical service providers.

3. **Scope/General provisions**

3.1 These Standard Terms & Conditions of Use shall apply to the use of the water area and installations of the JadeWeserPort by watercraft including the dues and fees charged therefore. Expressly excluded from the scope of these Terms & Conditions of Use are

- the jetty Niedersachsenbrücke of Niedersachsen Ports GmbH & Co. KG, as well as
- the extraction facility belonging to STORAG ETZEL GmbH, located north of said bridge, and
- the terminal area operated by the terminal operator EUROGATE, including the water-side Gantry cranes and the container loading bridges.

3.2 A port layout plan including the illustration of the scope (marked as follows in the plan: -----) is attached to these Terms & Conditions as Appendix 2 .

3.3 The use of the port as well as the performance of services by JWP shall be on the basis of contracts under private law which incorporate these Standard Terms & Conditions of Use as an integral part thereof, including the price list according to clause 9 (hereinafter "Price List"). They shall also apply to any and all contracts and quotations submitted by JWP regarding the use of the water area and installations of JadeWeserPort, both in ongoing and future business relations. Any arrangements deviating therefrom, including, but not limited to, opposing business terms & conditions of the user of the port, as well as any side agreements, shall

not become an integral part of the contract unless JWP has expressly given its written consent to the inclusion thereof into the contract to be entered into.

- 3.4 The contract to be entered into with JWP on the basis of these Terms & Conditions shall specifically not include any cargo handling, mooring, or ocean-going vessel assistance services. Any such services must be obtained by the user of the port exclusively from JWP-licensed service providers and paid to them directly.
- 3.5 The rules for the use of the port of JadeWeserPort (hereinafter "JWP Port Rules") shall apply in addition, and in case of contradictory provisions, shall be subordinated to the provisions set forth in these Standard Terms & Conditions of Use. The JWP Port Rules can be obtained from www.jadeweserport.de/en/hafen-en/downloads/.

4. Conclusion of contract and parties to the contract

The contract for the use of the port materializes upon calling at the port, but no later than upon using installations of JWP. The parties to the individual contracts regarding the use of the port are JWP on the one hand, and the actual user of the respective watercraft on the other, in particular

- the shipowner
 - the demise or bareboat charterer ("Ausrüster")
 - the charterer, as well as
 - any other individual or legal entity using the watercraft without being the shipowner, demise or bareboat charterer, or the charterer,
- (hereinafter collectively referred to as the "Port User"). A Port User shall also include each individual or legal entity providing for the use of the port by the watercraft in his or its own name.

5. Rules and regulations under public law/Port User's obligation of indemnification

- 5.1 Without prejudice to the contracts entered into on the basis of these Terms & Conditions of Use, the Port User shall also have the sole responsibility to observe and comply with all relevant rules and regulations under public law, including, but not limited to, the
- Bundeswasserstraßengesetz (*WaStrG*)
 - Niedersächsische Hafenordnung (*NHafenO*)
 - Niedersächsisches Wassergesetz (*NWG*)
 - Niedersächsisches Hafensicherheitsgesetz (*NHafenSG*)

- Verordnung (EG) Nr. 725/2004 des Europäischen Parlaments und des Rates vom 31.03.2004 zur Erhöhung der Gefahrenabwehr auf Schiffen und in Hafenanlagen
 - Richtlinie 2010/65/EU des Europäischen Parlaments und des Rates über Meldeformalitäten für Schiffe beim Einlaufen in und/oder Auslaufen aus Häfen der Mitgliedstaaten und zur Aufhebung der Richtlinie 2002/6/EG
 - Gesetz über das Verfahren für die elektronische Abgabe von Meldungen für Schiffe im Seeverkehr über das Zentrale Meldeportal und zur Änderung des IGV-Durchführungsgesetzes
 - Niedersächsisches Abfallgesetz (NAbfG)
 - Verkehrsstatistikgesetz (VerkStatG)
 - Gesetz zur Durchführung der Internationalen Gesundheitsvorschriften (IGV-DG)
- any directives and orders issued thereunder

5.2. Should JWP be held liable by third parties regarding things brought by the Port User into the port or in connection with any other acts or omissions of the Port User, the Port User must indemnify and hold JWP harmless against any such claims unless the Port User substantiates that these claims have not arisen from its own culpable acts or omissions. The Port User's acts and omissions shall include those of its vicarious agents. Any other, additional claims JWP may be entitled to beyond those listed above, shall remain unaffected thereby.

6. Dues payable for the use of the port

Notwithstanding any other payment obligations of the Port User based on any other or farther-reaching legal basis, the Port User is obligated to pay the following dues for the use of the port to JWP:

6.1 Port dues

Port dues must be paid for watercraft engaged in cargo handling activities in the port. The amount of the dues for tramp traffic shall be governed exclusively based on GT. The amount of the dues for watercraft providing liner services shall be governed by the area served ("short distance" or "long distance"). The port dues shall be assessed based on duration and are payable for 72 hours, whether used in full or fraction.

6.2 Berth dues (quay)

Berth dues are payable for watercraft not engaged in cargo handling and moored in the area in front of or at the quay, based on GT. The berth dues shall be assessed based on duration and is payable for 48 hours, whether used in full or fraction.

6.3 Berth dues (Service Port and Boat Wharf)

Berth dues are payable for watercraft moored in the Service Port or at the Boat Wharf, as a flat fee per berth. One berth is 34 meters long and 12 meters wide. The berth dues shall be assessed based on duration and are payable for 24 hours, whether used in full or fraction.

6.4 Wind energy (Onshore / Offshore)

Watercrafts which mainly transport parts or equipment of windmills (defined under "Erneuerbare Energien Gesetz" EEG) will be charged in accordance with dues for tramp traffic. Extra berth dues will not be incurred. Any watercrafts which need to be jacked in the port require a written approval from JWP in advance.

6.5 Annual lump sum

Watercraft moving alongside other watercraft for supply and waste disposal purposes shall pay an annual lump sum for the current calendar year, if requested in writing at latest at the time of the ships declaration. Separate port dues shall not be charged. If, however, the idle period exceeds 72 hours in individual cases, berth dues shall be charged in addition. Subsequent application of the annual lump sum is no longer possible after the first call of a vessel of a calendar year and port dues will be charged in accordance with these Standard Terms & Conditions of Use.

6.6 Alternative calculation basis

If the certificate of measurement of the watercraft in question fails to provide the GT and if under these Terms & Conditions of Use the calculation of the dues is based on the GT, the dues payable for the use of the port shall alternatively be calculated on the basis of the carrying capacity per ton shown in the certificate of measurement. If the carrying capacity is not entered in the certificate of measurement either, JWP shall estimate this capacity by using appropriate means at its equitable discretion. The ton shall then replace the GT shown in the Price List.

7. Rebates/Exemptions**7.1 GT cap**

When calculating the dues payable for the use of the port as specified in 6.1 and 6.2 above, the GT of a container vessel up to a cap of 145,000 GT shall be subject to charges. The portion of dues that are not related to GT shall not be affected thereby.

7.2 Exemptions

The use of the port shall be exempt from the obligation to pay the dues and charges specified under 6.1 through 6.5 above only in the cases specifically listed by JWP in the Price List as applicable from time to time.

7.3 **Environmental Ship Index (ESI) discount**

JWP is a member of the World Port Climate Initiative (WPCI) and grants particularly low-emission seagoing vessels a discount on the port dues if by no later than upon registration of the vessel the corresponding ESI certificate is submitted and the required number of ESI points as determined by JWP has been achieved (cf. Price List). Subsequent filing of an application is not possible. The discount is granted only on the port dues (6.1 above) after deduction of all other rebates. The "Terms of Use for the ESI Website" as applicable from time to time shall apply. JWP reserves in particular the right to access the seagoing vessels in the course of its authenticity review of the ESI data and, without prejudice to any other rights or claims JWP may have, to reclaim any reduction granted on the basis of false ESI data. The reduction of the port due may be discontinued at any time without providing reasons. There is no claim for discounts to be granted in the future, regardless of the legal basis thereof. The user shall in particular not be entitled to invoke any prior success and/or trust in receiving such benefits, and/or standard practice.

8. **Other charges and fees**

Water charge

If fresh water is used, the charge listed in the price list per m³, whether used in full or in fraction, shall be due. In Addition to the Water charge a connection fee will be charged separately by the mooring company. Hoses for fresh water transfer are to be provided by the Port User.

9. **Price List**

The amounts of the dues payable for the use of the port (Clauses 6 and 7 above) and of the other charges and fees (Clause 8 above) are stated in the JWP Price List ("Price List"). Each contractual relationship between JWP and the Port User shall be subject to the Price List in the version applicable at the time of entering in the contract between JWP and the Port User also in relationship with other Port Users. The current version of the Price List is regularly posted at www.jadeweserport.de/en/hafen-en/downloads/. It is attached to these Terms & Conditions as Appendix 1.

10. **Subject to turnover tax**

Each due, fee, or charge shown in the Price List reflects the net amount and is subject to turnover tax at the statutory rate applicable from time to time, if there is

a turnover tax liability, and unless the amounts listed reflect totals including such tax.

11. Debtor of the dues payable for the use of the port and of other fees or charges

- 11.1 The dues payable for the use of the port and other fees or charges shall be owed from each Port User to JWP. Several debtors of any dues shall be jointly and severally liable there for.
- 11.2 Each Port User must designate in writing a person authorized to accept service in Germany with a fixed business or company address and a German place of jurisdiction (such as agents, brokers). This person shall be the authorized recipient for legal and quasi legal statements, including unilateral statements by JWP. The designation of the person authorized to accept service shall be deemed in effect, in favor and against the Port User, until a new person authorized to accept service has been designated to JWP in writing form with the same binding character according to the provisions of this paragraph. The designation of the person authorized to accept service to be submitted by the Port User must be signed by such person authorized to accept service with reference to these provisions, in particular to the provisions stipulated in 11.2 hereof, or confirmed to JWP in text form.

12. Payment of the dues payable for the use of the port

- 12.1 All payment claims of JWP are due and payable immediately upon receipt of the invoice(s) without any deduction.
- 12.2 Once a period of ten (10) calendar days has been exceeded, JWP shall be entitled to interest at the rate of 5% p.a. of the amount of invoice. JWP shall be entitled to interest at the rate of 8 percentage points above the base interest rate applicable from time to time, in the event of default as of occurrence thereof. Any further claims and rights shall not be affected thereby.
- 12.3 In the event that the Port User is in default on the fulfillment of any claims of JWP, the Port User shall owe dunning fees in the amount of € 5.00 for each dunning letter unless it can prove that JWP has not incurred such expenses or not at this amount. Any further claims and rights of JWP shall not be affected thereby.
- 12.4 The payment obligation(s) shall be deemed fulfilled only if and to the extent JWP is able to definitively and freely dispose of the amount in question.

13. Port reception facilities

JWP maintains port reception facilities at JadeWeserPort for the disposal and discharge of waste from ships in accordance with its obligation pursuant to Sections 31 et seq., 33 Niedersächsisches Abfallgesetz. The terms of disposal are set forth in Clauses 14 to 17 below.

14. Amount of Waste Disposal Lump Sum

- 14.1 Each watercraft calling at the port must pay to JWP, regardless of the duration of its stay in the port, a lump sum for the discharge and disposal of garbage from ships according to the MARPOL Annexes I, IV and V (hereinafter "Waste Disposal Lump Sum"). The Waste Disposal Lump Sum shall be in accordance with the type and quantity of the usual scope of discharge or disposal. This usual scope shall be determined by JWP at its equitable discretion.
- 14.2 The amount of the Waste Disposal Lump Sum and the customary quantities are set forth in the Price List.

15. Exemption from the Waste Disposal Lump Sum

- 15.1 Pursuant to Section 39 Niedersächsisches Abfallgesetz, watercraft may apply to the competent port authority to be exempted from the obligation of disposal and discharge. The obligation to pay the Waste Disposal Lump Sum shall be cancelled pursuant to Section 38 Niedersächsisches Abfallgesetz if and to the extent the competent port authority has granted the request for exemption made by the applicant. Such exemption must be proven to JWP by no later than upon registration of the vessel; otherwise the obligation to pay the Waste Disposal Lump Sum to JWP shall not be cancelled.
- 15.2 If the port user is freed from the obligation to pay the Waste Disposal Lump Sum, there is no entitlement to reimbursement of actual disposal costs identified under section 16th.

16. Partial reimbursement of the actual disposal costs

- 16.1 JWP reimburses the port user 70% of the costs proven by the invoice of the disposal company up to the usual quantities determined by JWP according to the size of the watercraft (GT) for waste according to MARPOL I and IV. A copy of the invoice of the waste management company must be submitted to JWP by no later than four weeks after the date of invoice. Otherwise, the claim to reimbursement shall be forfeited. The form for the reimbursement of the Waste Disposal Lump

Sum must be used for such reimbursement, which is s regularly posted at www.jadeweserport.de/en/hafen-en/downloads/.

The lump-sum fee for MARPOL Annex V includes the disposal of ship-generated waste according to the waste types and volumes specified in the price sheet by a waste disposal company commissioned by JadeWeserPort Realisierungs GmbH & Co. KG. Disposal requests exceeding the specified volume will be charged separately in accordance with the price sheet. Incorrect filling of the disposal containers provided will be sanctioned with an additional charge in accordance with the actual waste categories as per the Standard Terms and Conditions of Use.

- 16.2 To the extent that waste from ships according to MARPOL I and IV exceeds the customary scope of discharge or disposal given its type, composition, and quantity, the costs for additional or deviating quantities shall not be deemed compensated by the Waste Disposal Lump Sum, and shall not be refundable. They shall be subject to a separate charge by the waste management company.
- 16.3 Additional costs incurred due to blending or pollution of the individual type of the garbage released shall not be deemed compensated by the Waste Disposal Lump Sum, and shall not be refundable. They shall be subject to a separate charge by the waste management company.
- 16.4 Additional costs incurred by the discharge or disposal of hazardous waste according to MARPOL Annex V, the non-observance of reporting periods, incorrect reporting data or insufficient performance of the transfer system of the watercraft, shall not be deemed compensated by the Waste Disposal Lump Sum, and shall not be refundable. They shall be subject to a separate charge by the waste management company.
- 16.5 The performance of transfer systems of the watercraft shall be deemed insufficient within the meaning of the provisions under 16.4 above in any event (without being exhaustive) if not at least the following delivery rate is ensured for waste from ships that must be pumpable at ambient temperatures in order to be pumped out of tanks: For a vessel size of up to 1,000 GT 2 m³/hour, for a vessel size of more than 1,000 GT 3 m³/hour.
- 16.6 Debtor of the Waste Disposal Lump Sum is the Port User.

17. General information regarding port reception facilities

General information regarding port reception facilities is included in the information sheet "Information for Shipmasters, Agents and Owners on Ship Waste Disposal",

available at the website of JWP (www.jadeweserport.de/en/hafen-en/downloads/).
The rules set forth therein must be observed.

18. Exclusion of objections

- 18.1 Objections against the amounts invoiced by JWP must be raised no later than within one month of receipt of invoice in text form addressed to JWP. Should no objections be raised within the period and in the form specified above, invoices and the amounts stated therein shall be deemed authorized without exception and objection. This shall be applicable only if JWP provides the written information on the invoice regarding the objection period above and the legal consequences of no objection being raised in a timely manner.
- 18.2 If the payor of the fee had been prevented from observing the objection period through no fault of its own, it must raise its objection against the amount of the invoice no later than within two weeks of removal of the obstacle, in text form to JWP, and substantiate at the same time that it was not at fault.

19. Setoff and right of retention

- 19.1 Offsetting against JWP shall not be effective unless the claims are uncontested or have been established by a competent court as final and binding (no longer subject to ordinary legal remedies).
- 19.2 The Port User shall have a right of retention only if the counterclaim is based on the same contractual relationship.

20. Maritime liens

For all claims of JWP against the Port User, maritime liens on the watercraft or another watercraft under the same ownership shall be established in accordance with the statutory provisions applicable to their enforcement under the applicable national law in deviation from 23.3 below (principle of applicability of the laws of the Federal Republic of Germany).

21. Limitation of liability

- 21.1 The use of the port by the Port User shall be at its own risk. JWP, its employees, representatives and vicarious agents shall be liable for any loss or damage caused by the installations, the use of data transmitted by JWP, the violation of its duty to

make land or premises safe for persons or vehicles, or arising in any other manner attributable to JWP, subject to the provisions set forth in 21.2 and 21.3 below regardless of the legal basis thereof, only in the event of willful misconduct or gross negligence.

- 21.2 The exclusion of liability set forth in the previous paragraph shall not apply if JWP has at least negligently violated essential obligations (hereinafter referred to as "Fundamental Obligations"). In this case, however, JWP's liability shall be limited with respect to the amount of the foreseeable damage. Fundamental Obligations are obligations the fulfillment of which ensures proper performance of the contract to be entered into on the basis of these Standard Terms & Conditions of Use in the first place, and the compliance with which the Port User may rely on under prevailing custom. Damage or loss is foreseeable if, by objective standards, it is typically expected to materialize upon violation of an obligation that is essential under the contract.
- 21.3 Furthermore, the limitations and exclusions of liability shall not apply to any loss or damage arising from at least negligent loss of life, personal injury, or harmful health effects and/or the noncompliance with any warranty given by JWP.
- 21.4 JWP shall not be liable for any loss or damage caused by force majeure. Force majeure shall include, but is not limited to, raging elements of an unpredictable type, strike, war, lockouts, or any circumstances the occurrence or absence of which are beyond the control of JWP and its employees, representatives and vicarious agents.
- 21.5 In order to protect itself against the consequences of the exclusions and limitations of liability set forth above, the Port User is required to take out the necessary insurances providing cover for such risks. Furthermore, the Port User has the obligation to JWP to cover its third party liability by taking out proper and sufficient insurance according to statutory and customary standards, and to substantiate any such insurance cover to JWP at any time upon the latter's request.

22. Data protection

Upon entering into each contract on the basis of these Standard Terms & Conditions of Use, the Port User agrees that JWP collects, processes, stores and transfers data transmitted in connection with the initiation of the contract and/or its performance, that JWP uses any non-personal data for statistical and planning purposes and in particular for the processing and performance of each contract entered into, and discloses same to the port authority. Any requirements under public law, for example obligations of storage and disclosure, shall not be affected thereby.

JWP has published the company data protection declaration (Privacy Policy) at www.jadeweserport.de/en/datenschutz/ including a declaration on information pursuant to Article 13 GDPR (General Data Protection Regulation). These documents supplement the Standard Terms & Conditions of Use and must be noted by the Port User.

23. Any other business/important information

- 23.1 JWP points out that a separate agreement must be entered into with the terminal operator EUROGATE governing the use of the terminal area operated by EUROGATE (including water-side Gantry cranes, container loading bridges and cargo handling equipment).
- 23.2 The terminal operator EUROGATE is entitled to charge the users of the port facilities a surcharge of 1.5% on the net fee for the purpose of implementing measures indirectly and directly securing employment at the port location, including training, continuing education and further education aiming in particular at flexible deployment of personnel and the creation of the supernumerary manpower that may be required.

24. Place of performance/applicable law/place of jurisdiction/contract language

- 24.1 Wilhelmshaven shall be the place of performance for any and all reciprocal performance obligations based on a contract of which these Standard Terms & Conditions of Use form an integral part.
- 24.2 The competent Local/District Court [*Amts-/Landgericht*] at the seat of JWP shall have exclusive jurisdiction over any and all disputes arising directly or indirectly from the contractual relationship, and its initiation, between JWP and the Port User. This shall also apply to disputes arising out of documents, bills of exchange and checks. JWP shall, however, always be entitled to assert its claims against the Port User, at the discretion of JWP, also before the courts whose jurisdiction is determined by the place of residence, seat or assets of the Port User or the place of the watercraft. Any mandatory places of jurisdiction provided under any statute shall not be affected thereby.
- 24.3 The laws of the Federal Republic of Germany shall apply as they apply among domestic entities/persons. Any exceptions there from must be specifically mentioned in these Terms & Conditions.

- 24.4 In the event that these Standard Terms & Conditions of Use are translated into a language other than German, the German version of these Standard Terms & Conditions of Use shall prevail, especially in cases of doubt as to their interpretation.

25. Severability clause

Should any of the provisions of these Standard Terms & Conditions of Use or of any contract of which these Terms & Conditions are an integral part, be or become invalid, the validity of the remainder of the provisions of the contract and/or these Terms & Conditions shall not be affected thereby. The invalid provision shall be reinterpreted or deemed replaced in such manner that the intended economic purpose is achieved to the greatest possible extent. If the invalidity is based on a provision involving performance or a period of time, the legally permissible extent shall be valid instead. Any gaps shall be filled by an adequate stipulation that matches most closely that which the parties intended at the time of entering into the contract as their economic objective. If a provision involving performance or a period of time is missing, the gap shall be deemed filled by a provision reflecting the legally permissible extent.

Appendix 1 Price List

Dues payable for the use of the port		
1.	Port dues	
1.1	Liner traffic	
1.1.1	Long distance	EUR 0.2637/GT (per 72 h whether used in full or in fraction)
1.1.2	Short distance	EUR 0.0989/GT (per 72 h whether used in full or in fraction)
1.2	Tramp traffic	EUR 0.67/GT (per 72 h whether used in full or in fraction)
2.	Berth dues (quay)	EUR 0.84/GT (per 48 h whether used in full or in fraction)
3.	Berth dues (JWP Service Port and Boat Wharf)	EUR 99.75 per berth (per 24 h whether used in full or in fraction) Applies exclusively to nautical service providers in the Service Port.
4.	Annual lump sum	EUR 787.50 per calendar year (only for barges for supply and waste disposal purposes). If idle period exceeds 72 hours in individual cases, berth dues are charged in addition.

Rebates		
5.	GT cap	The dues payable for the use of the port by container vessels are charged up to a cap of 145,000 GT.
6.	Liner rebate	The dues for the use of the port by container vessels in liner service are reduced by 35% .
7.	Environmental Ship Index (ESI)	Seagoing vessels with an ESI of 31 points or more (maximum 100 points) receive a price reduction of 5% on the port dues (after deduction of the rebates under no. 7-9), but no more than EUR 750.
Other charges and fees		
8.	Water charge	EUR 4.09/m ³ (whether used in full or in fraction)

Waste Disposal Lump Sum				
Vessel size class		MARPOL I	MARPOL IV	Total
from [GT]	to [GT]	usual amount [m ³]	usual amount [m ³]	Fee [€]
0	5,000	15	15	25.00 €
5,001	10,000	20	20	50.00 €
10,001	50,000	30	30	200.00 €
50,001	80,000	30	30	275.00 €
80,001		30	30	300.00 €
Lump Sum MARPOL V			0,40 € each commenced 100 GT	

Disposal in accordance with **MARPOL Annex V** is based on the size of the ship and includes the following containers and container sizes:

Ships up to 3500 GT	Waste description	Container Size Liter/Pcs.
	Plastic	240
	Food waste	120
	Household waste - paper	120
	Household waste - glass	120
	Household waste - residual waste	240
	Operational waste - cleaning rags	120

Ships over 3500 GT	Waste description	Container Size Liter/Pcs.
	Plastic	3 x 240
	Food waste	240
	Household waste - paper	240
	Household waste - glass	240
	Household waste - residual waste	2 x 240
	Operational waste - cleaning rags	240

The costs for the disposal of the above-mentioned waste types and waste containers according to MARPOL Annex V are covered by the MARPOL V fees charged. Should additional waste containers be required for the above-mentioned types of waste, these must be registered with the waste disposal company in good time. The disposal of these additional waste containers will be invoiced separately by JWPR according to the following table:

Fees for the disposal of additional waste	Waste description	Liter	Price
	Plastic	240	36 €
	Food waste	120	44 €
	Household waste - paper	120	34 €
	Household waste - glass	120	34 €
	Household waste - residual waste	240	41 €
	Operational waste - cleaning rags	120	44 €

For the disposal of the following types of waste, separate waste containers will be provided upon request from the disposal company at the following prices:

Containers to be delivered at the request of the ships	Waste description	Liter	Price
	Ash from incinerators	240	82 €
	Mixed operational waste, non-hazardous	1100	84 €
	Lithium batteries	30	240 €
	Spray cans	30	40 €
	Packages with harmful attachments	800	258 €
	Small appliances (Elektro G group 5)	240	54 €

The following fees will be charged for the disposal of waste in containers provided by the ship or unpackaged waste:

Waste in containers provided by the ship or unpackaged	Waste description	Liter	Price
	Small batteries (No lithium batteries)	30	100 €
	Medicines (No narcotics)	30	84 €
	Edible oils	30	46 €
	Load carriers (pallets, unpacked)	Pcs	34 €
	Large batteries	Pcs	69 €
	Lamps (ElektroG group 3)	30	45 €
	Refrigerators (ElektroG group 1)	Pcs	36 €
	Screens (ElektroG group 2)	Pcs	38 €
	Large electrical appliances (Elektro G group 4)	Pcs	34 €

Appendix 2 Layout plan

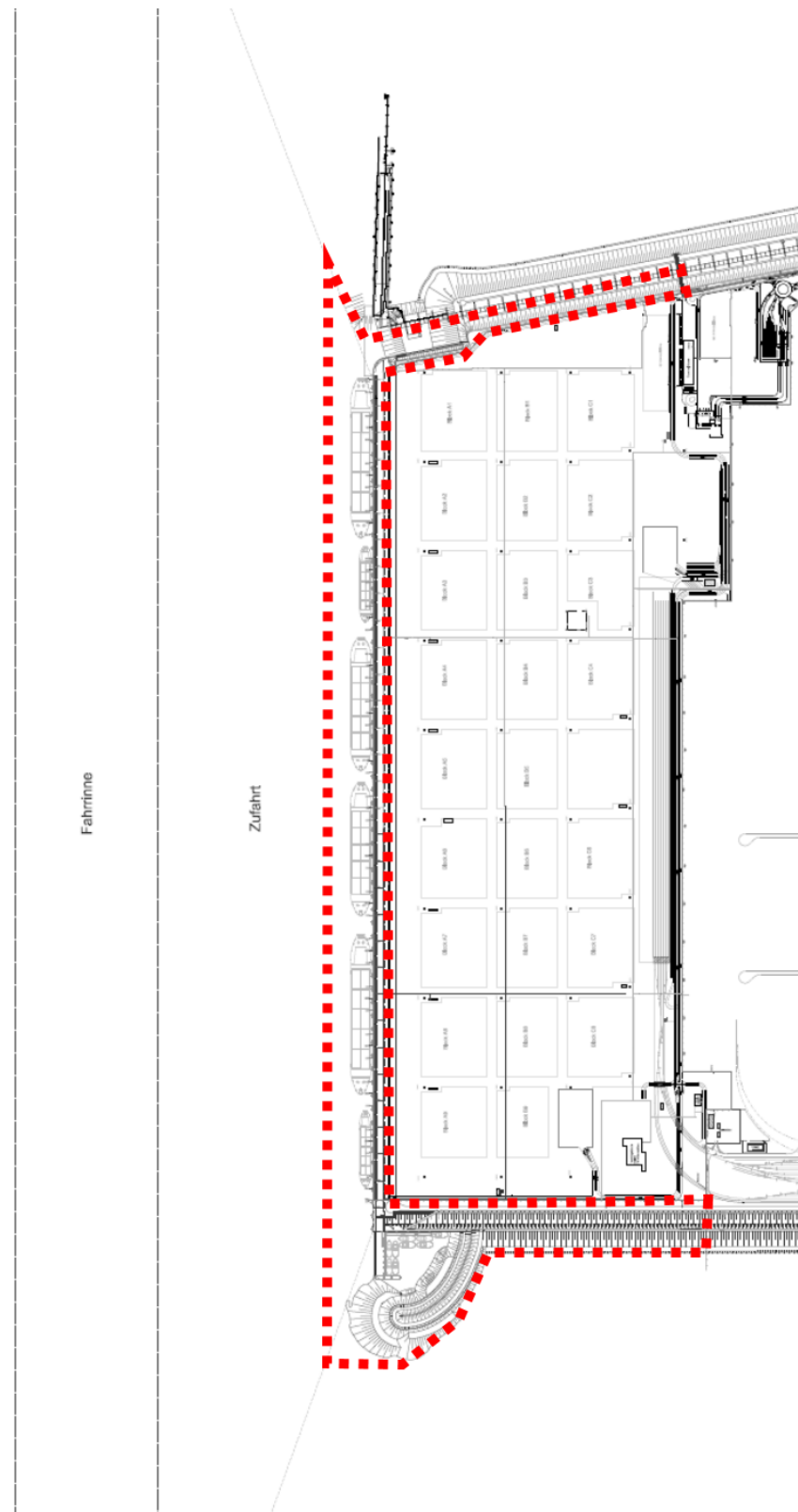


Fig.: Layout plan of JadeWeserPort
Source: Own illustration of JWP (red area = Scope)