

General Terms and Conditions

(in the version dated 01 June 2024)



- ▲ SEA PORT
- ▲ DRY PORT INDUSTRY
- ▲ RAIL PORT
- ▲ OFFSHORE WIND

General Terms and Conditions
(in the version dated 01/06/2024)

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I. General provisions

§ 1 Preamble

1. Fährhafen Sassnitz GmbH is a comprehensive port service provider and engages in particular as an operator of terminals and ferry terminals, as a transshipment and warehouse company, as a company providing services for goods and means of transport, for mooring and unmooring as well as for moving ships.
2. Fährhafen Sassnitz GmbH also makes its infrastructure available for use, in particular the railway and track facilities, the road facilities and warehouses and other port operating areas.

§ 2 Scope of application and supplementary provisions

1. The General Terms and Conditions (GTC) apply to all business relationships of Fährhafen Sassnitz GmbH and all contracts concluded within the scope of its activities.
2. In addition to these GTC, all relevant regulations under public law must be observed when using the port facilities. In particular, the Ordinance on Ports in Mecklenburg-Vorpommern (HafVO M-V) of 17 May 2006 (Law and Ordinance Gazette (GVOBl.) M-V 2006, p. 355), the Ordinance on the Transport of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (Hafengefahrgutverordnung-HGGVO M-V) (Law and Ordinance Gazette (GVOBl.) M-V 2008, 19) of 22 January 2008, and the Port Usage Regulations of the City of Sassnitz, as amended, shall apply.

II. Port and operating regulations

§ 1 Scope of application and intended purpose

1. The following regulations apply to the use of the quay facilities and berths operated by Fährhafen Sassnitz GmbH within the scope of these GTC.
2. The quay facilities include in particular open spaces, loading roads, ramps, entrances and exits, handling facilities, railway tracks and facilities and structures in the port.
3. The quay facilities are used for ro-ro and ferry traffic, conventional freight and rail traffic and the storage of goods associated with transshipment on the sites and areas prepared for this purpose.

§ 2 Obligations of users

1. Persons staying on the premises of Fährhafen Sassnitz GmbH, travelling on the premises with vehicles or using the premises in any other way must comply with the rules and prohibitions announced by signs and follow the instructions of the employees of Fährhafen Sassnitz GmbH appointed for supervision.
2. In the event of non-compliance, the stay on the premises of Fährhafen Sassnitz GmbH may be prohibited permanently or for a certain period of time.

3. The same applies if there is reliable knowledge of facts relating to persons that justify the assumption that their presence on the premises of Fährhafen Sassnitz GmbH compromises the safety or order of the operations.

§ 3 Berths

1. Irrespective of the berth assignment by Fährhafen Sassnitz GmbH, the port office or the port master, each shipmaster remains responsible for ensuring that his vessel complies with the public law regulations for occupying the assigned port berth.
2. In the interest of optimum utilisation of the facilities and to ensure smooth traffic, Fährhafen Sassnitz GmbH may require vessels to move to other berths and/or leave the port if necessary.
3. If a shipmaster does not comply with the instructions given for this purpose, Fährhafen Sassnitz GmbH is entitled to have the ordered measures carried out by third parties for the account and at the risk of the vessel or to demand compensation for income that Fährhafen Sassnitz GmbH loses due to the disregard of the instructions given.

§ 4 Pre-stowage, traffic and parking areas

1. The pre-stowage, traffic and parking areas available in the port are reserved exclusively for the use of rolling units intended for export or import, in particular trailers, semitrailers, trucks and cars. Exceptions require the authorisation of Fährhafen Sassnitz GmbH.
2. The remuneration for the utilisation of the pre-stowage, traffic and parking areas made available by Fährhafen Sassnitz GmbH shall be calculated in accordance with the port tariff set out in the applicable fee regulations. In case of loss of or damage to the parked units or the transported goods, Fährhafen Sassnitz GmbH shall only be liable for the diligence it applies in its own affairs.
3. Insurance of the goods stored indoors and outdoors, in particular against theft, fire, water and frost, is the sole responsibility of the storing party.

§ 5 Handling of dangerous goods

1. Anyone who brings dangerous goods onto the port premises of Fährhafen Sassnitz GmbH must ensure compliance with the State Ordinance on the Handling of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (HGGVO M-V) referred to in Section I. § 2 (2) of these GTC.
2. Dangerous goods must be notified to Fährhafen Sassnitz GmbH at least 24 hours before they are brought onto the port premises. In the case of liner services, this notification must be made for incoming dangerous goods at the latest when leaving the port of departure and for outgoing dangerous goods at the latest when the goods are brought onto the port premises.
3. Goods that are not subject to the provisions of the State Ordinance on the Handling of Dangerous Goods in the Ports of Mecklenburg-Vorpommern (HGGVO-M-V), but which may pose a hazard due to their specific properties, must be labelled accordingly.
4. Goods that are hazardous to health or appear unsuitable for storage for other reasons may not be accepted for storage.
5. Motor vehicles loaded with hazardous goods that are not cleared immediately or do not leave the port premises immediately after clearance must be parked in the specially designated hazardous goods parking spaces.

§ 6 Passenger transport

1. The embarking and disembarking of persons in shipping is only permitted at specially equipped and signposted shipping facilities.
2. The facilities referred to in paragraph 1 may only be used with the express permission of Fährhafen Sassnitz GmbH.

§ 7 Working hours

1. Work is regularly carried out on the port premises of Fährhafen Sassnitz GmbH on working days from 06:00am to 06:00pm and 07:30pm to 04:00am.
2. If necessary, individual contracts may deviate from the regular working hours. In this case, unloading and loading work outside the regular working hours specified in paragraph 1 must be notified within 12 hours prior to the planned operations. This does not apply to the handling of ferries and ro-ro ships on regular liner services.

§ 8 Office / Operating

The office of Fährhafen Sassnitz GmbH and the office for dangerous goods can be contacted from Monday to Thursday from 09:00am to 03:30pm and Friday from 09:00am to 03:00pm, except on public holidays:

1. Office

Telephone: +49 (0)3 83 92 / 55 209

+49 (0)3 83 92 / 55 231

Email: info@mukran-port.de

Office for dangerous goods

Telephone: +49 (0)3 83 92 / 55 257

2. Fährhafen Sassnitz GmbH provides a 24-hour operating service via:

Telephone: +49 (0)3 83 92 / 55 200

Email: operating@mukran-port.de
operator@sassnitz.de

III. Terms and conditions

§ 1 Order placement and content

1. The services of Fährhafen Sassnitz GmbH are provided on the basis of written orders, which are confirmed in writing by Fährhafen Sassnitz GmbH.
2. The orders placed must contain all information necessary for the proper fulfilment of the order by Fährhafen Sassnitz GmbH. For vessel handling orders, the forms provided by Fährhafen Sassnitz GmbH for vessel registration or deregistration must be completed in full.
3. The order must also include all instructions regarding the goods handling.

4. The client assumes responsibility for the accuracy of all information provided.
5. Fährhafen Sassnitz GmbH must be informed immediately in writing of any changes to the order.

§ 2 Right of control

Fährhafen Sassnitz GmbH is authorised to check all information on the respective order for correctness.

§ 3 Fulfilment of contractual obligations / involvement of third parties

1. Unless expressly agreed otherwise, Fährhafen Sassnitz GmbH is entitled to transfer the fulfilment of contractually agreed services to third parties.
2. Furthermore, Fährhafen Sassnitz GmbH acts as an agent for port services, in particular in connection with loading and unloading activities. In these cases, Fährhafen Sassnitz GmbH expressly points out that such services are offered on behalf of third parties and that it does not itself become a contractual partner. A contractual relationship is established exclusively between the respective client and the third party. The contractual and liability conditions agreed between the respective client and the third party shall apply.

§ 4 Cargo handling

1. Handling work is always carried out with the company's own handling and transport equipment using the operating personnel of Fährhafen Sassnitz GmbH.
2. In exceptional cases, handling work may also be carried out by equipment and personnel provided by the vessel, in particular if Fährhafen Sassnitz GmbH is unable to carry out such activities due to a lack of its own technical equipment or specialised personnel. This requires an explicit individual contractual agreement in each individual case.
3. The use of handling and transport equipment of third parties requires the authorisation of Fährhafen Sassnitz GmbH. Authorisation may be granted in particular if the relevant equipment cannot be provided by Fährhafen Sassnitz GmbH.
4. If the client carries out handling and transport work itself or through third parties, Fährhafen Sassnitz GmbH is entitled to demand a fee which includes the loss of profit due to the self- or third-party execution.
5. The quay facilities must be cleaned and tidied up after the handling and transport work has been carried out by the client or a third party. Objects that have fallen into the port basin during the handling work must be removed. If the client does not fulfil the above obligations immediately despite being requested to do so, Fährhafen Sassnitz GmbH may carry out the clearing and cleaning work itself or have it carried out by third parties at the client's expense.

§ 5 Handling restrictions

1. Goods are excluded from handling if their characteristics, properties and/or packaging make them unsuitable for acceptance and/or compromises safe handling.
2. For the handling of valuables, works of art, precious metals, money and securities, live animals as well as fragile, temperature-sensitive, perishable or other goods whose handling on the premises of Fährhafen Sassnitz GmbH requires special precautions, the reception and handling conditions must be agreed separately. The agreement has to be

obtained by the client. In the absence of a separate agreement, Fährhafen Sassnitz GmbH shall not be liable for damage caused by the special nature of these goods.

3. Goods that endanger the operating facilities or other goods stored or handled on the premises must be removed from the premises immediately at the request of Fährhafen Sassnitz GmbH. If the client does not comply with the instructions issued for this purpose, Fährhafen Sassnitz GmbH is entitled to carry out the ordered measures itself or have them carried out by third parties for the account and at the risk of the client.

§ 6 Vessel handling

1. The registered loading or unloading work are according performed according to the order confirmation.
2. Liner ships that regularly call at the ferry port of Sassnitz at times announced in good time have priority over all other vessels.
3. For loading and unloading, the cargo manifests (loading lists etc.) must be submitted in good time so that Fährhafen Sassnitz GmbH can make the necessary handling arrangements. Loading and unloading vessels must organise their activities in such a way that cargo handling operations are not delayed or interrupted.
4. Fährhafen Sassnitz GmbH is entitled to stop cargo handling and to demand that the vessel is moved to another berth if this is necessary for reasons specific to the cargo or if the vessel or the stevedores employed on the vessel do not properly fulfil their obligations due to lack of personnel, refusal of ordered overwork or for other reasons including force majeure. Fährhafen Sassnitz GmbH is not responsible for any resulting disadvantages.
5. If the client employs a supercargo or a vessel's own stevedore for its own account, the latter shall be solely responsible for the proper loading of the vessel.

§ 7 Loading and unloading operations

Insofar as Fährhafen Sassnitz GmbH undertakes the handling of delivered goods, the loading or unloading of each cargo unit shall be deemed as handover to the person authorized to dispose of the respective means of transport.

§ 8 Loading of vessels

1. Cargo units are transported by Fährhafen Sassnitz GmbH to the stowage location specified by the vessel in accordance with the order placed.
2. Conventionally transported cargo is placed on board the vessel by Fährhafen Sassnitz GmbH using suitable equipment. Each heave is deemed to have been taken over by the vessel when it has passed the vessel's railing completely.
 - a) The lifting gear of Fährhafen Sassnitz GmbH work in the vessel's area from and up to the railing according to the instructions of the vessel's authorised personnel. The vessel must ensure responsible signalling by a signaller to this extent.
 - b) The vessel is responsible for carrying out any necessary assistance, such as guiding the goods and removing them from the crane hook. If the vessel does not fulfil this obligation, Fährhafen Sassnitz GmbH may provide its own personnel. This service will be charged separately.
 - c) Upon request, the employees of Fährhafen Sassnitz GmbH must be granted access to the areas of the vessel in which Fährhafen Sassnitz GmbH is working with its lifting gear. This does not affect the personal responsibility of the personnel deployed on board for the activities for which they are responsible, such as signalling.

3. Rolling cargo units, which are moved with handling equipment of Fährhafen Sassnitz GmbH, are considered to be taken over by the vessel when they are placed on the parking space provided by the vessel. Stowage in the vessel's area is carried out according to the instructions and signalling of the vessel's representatives.
4. The vessel shall be liable for any damage caused by incorrect instructions or signalling by those authorised by the vessel.

§ 9 Unloading of vessels

1. Cargo units are unloaded by Fährhafen Sassnitz GmbH in accordance with the order placed and brought ashore.
2. Conventionally transported goods must be attached to the lifting gear of Fährhafen Sassnitz GmbH for the purpose of unloading through the vessel's stevedores in the hatch or on deck in such a way that the crane hook and crane rope are vertical during hoisting. The goods shall be deemed to have been loaded - subject to further ascertainment of the number of units, condition, etc. - are deemed to have been taken over by Fährhafen Sassnitz GmbH when they pass the vessel's railing.
3. Rolling cargo units that are moved with handling equipment of Fährhafen Sassnitz GmbH are deemed to have been accepted by Fährhafen Sassnitz GmbH upon attachment to the respective handling equipment. In the vessel's area, the unloading process is carried out according to the instructions and signalling of the vessel's representatives.
4. Fährhafen Sassnitz GmbH retains custody of the discharged goods until delivery to the consignee or until further loading onto the connecting means of transport. Upon delivery or further loading onto the connecting means of transport, the goods shall be deemed to have been taken over by the consignee or the person authorised to dispose of the respective connecting means of transport.
5. Otherwise, § 8 (2) to (4) of this section shall apply accordingly.

§ 10 Railroad traffic

1. Fährhafen Sassnitz GmbH does not undertake the loading of ferries and ships with railway wagons. It is not liable for damage caused in connection with these activities.
2. Fährhafen Sassnitz GmbH makes its railway infrastructure available to any railway company. Further details are regulated by Fährhafen Sassnitz GmbH's terms and conditions of use for railway companies.

§ 11 Motor vehicle traffic

1. Goods arriving or departing on motor vehicles are unloaded or loaded by Fährhafen Sassnitz GmbH in accordance with the orders placed with it.
2. If loading is carried out by Fährhafen Sassnitz GmbH, the goods arriving on motor vehicles are stowed according to vehicle driver's the instructions. The vehicle driver is responsible for ensuring that the goods are adequately secured to protect the goods and the operational safety of the vehicle.

§ 12 Charges

The charges for the services offered by Fährhafen Sassnitz GmbH on and at the quay facilities and in the rest of the port area are based on the tariffs of Fährhafen Sassnitz GmbH, namely

the Port and Quay Tariff, the Tariff for Port Services and the Offshore Tariff, which can be referenced at <https://www.mukran-port.de/de/downloads.html>, in their current versions.

§ 13 Terms of payment

1. Payment must be made in accordance with the conditions stated in the order confirmation.
2. If a separate agreement has not been made, invoices from Fährhafen Sassnitz GmbH are to be paid without deductions within 14 days of receipt.
3. In the case of bank transfer, the payment obligation is only fulfilled when the invoice amount is credited to the bank account of Fährhafen Sassnitz GmbH.
4. When placing an order, Fährhafen Sassnitz GmbH is entitled to make the provision of the agreed service dependent on the advance payment of the remuneration due.

§ 14 Exclusion of set-off

Offsetting against claims of Fährhafen Sassnitz GmbH is only permitted with undisputed or legally established counterclaims.

§ 15 Liability of the client

1. The customer shall be liable for all damage caused by incorrect, inaccurate or delayed information, in particular regarding the number of items, weight or quality of the goods, by defective or inadequately packed goods to the goods themselves, to the facilities of Fährhafen Sassnitz GmbH, to the goods stored or handled there or to third parties.
2. Furthermore, the client is liable to Fährhafen Sassnitz GmbH for all damages to the operating facilities of Fährhafen Sassnitz GmbH attributable to him.
3. The client is also liable to Fährhafen Sassnitz GmbH for all damages arising from non-compliance with instructions and offers issued.
4. The client shall be responsible for the culpability of the persons it uses to fulfil its contractual obligations to the same extent as its own culpability.

§ 16 Liability of Fährhafen Sassnitz GmbH

1. The following liability provisions apply irrespective of the contractual or non-contractual basis on which a claim for damages can be based.
2. Further limitations of liability in other provisions of these GTC and/or in individual agreements remain unaffected.
3. Fährhafen Sassnitz GmbH is liable for any culpable injury to life, body and health attributable to it.
4. Fährhafen Sassnitz GmbH shall also be liable for any culpable breach of such obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the client may regularly rely (cardinal obligations).
5. Otherwise, the liability of Fährhafen Sassnitz GmbH is excluded, unless it is based on an intentional or grossly negligent breach of duty by Fährhafen Sassnitz GmbH or its legal representatives or vicarious agents. This applies in particular in the following cases:
 - a) for damage caused during handling with cranes and other handling equipment, in particular

- aa) for material damage to objects that are improperly stowed under or directly next to the goods to be handled;
 - bb) for material damage in the hold or to the vessel if the vessel used for the agreed handling method is not suitable;
 - cc) for material damage to parts, equipment or accessories of the ships which are exposed to contact with cargo handling equipment and which are not secured by appropriate protective devices in good condition;
 - dd) for material damage caused by third parties, in particular by improper slinging of the goods or operation of the grab or by improper assembly of the loading equipment;
 - ee) for material damage to other objects caused by the falling of suspended loads;
 - ff) for material damage to rolling cargo units caused in particular by incorrect instruction or signalling by the vessel's agents or other third parties;
- b) for damage caused by force majeure, natural disasters, war and civil war or warlike events, in particular acts of terrorism, strikes, lockouts, labour unrest, acts of political violence, riots, other civil unrest, sabotage, seizure or intervention by higher authorities or official orders;
 - c) for damage caused by incorrect order placement by the client and/or the client's goods, including in particular wagon demurrage, demurrage charges and other costs;
 - d) for robbery, theft, vandalism, fire, flooding, frost, storm and explosion damage;
 - e) for damage caused by loss, shrinkage, breakage, rust, internal spoilage, puncture or leakage due to the nature of the goods and vermin;
 - f) for defects in the seaworthy packaging;
 - g) for the effects of weather or other external influences if goods are stored outdoors as is customary in the trade or as agreed;
 - h) for damages resulting from assistance provided by Fährhafen Sassnitz GmbH in the event of accidents of any kind.
6. The liability of Fährhafen Sassnitz GmbH for material damage is limited to the extent of the damage usually incurred in the realisation of the risk typical for the industry. It is not liable for atypical indirect or consequential damages.
7. If Fährhafen Sassnitz GmbH is liable to pay compensation for damage to or loss of goods, the obligation to pay compensation is limited to the fair market value or, in its absence, to the value that goods of the same type and quality had at the time of the damaging event at the place of loading and unloading or storage.
8. In the event of liability, Fährhafen Sassnitz GmbH's obligation to pay compensation for personal injury and / or property damage is limited to a maximum amount of Euro 10,000,000.00 and for financial losses to a maximum amount of Euro 1,000,000.00 per claim. If the sum of the individual claims per claim is higher than the specified maximum amounts, these will be distributed proportionally among the calculated individual claims.

§ 17 Notice of claim

1. Any damage claim must be reported to Fährhafen Sassnitz GmbH in writing immediately, at the latest within 48 hours of becoming aware of the damage.
2. The client must notify Fährhafen Sassnitz GmbH of the loss of or externally recognisable damage to goods or motor vehicles at the latest when the goods are handed over.

Otherwise, it shall be assumed that the goods or motor vehicle have been handed over in a contractual condition.

§ 18 Final provisions

1. All legal relationships between Fährhafen Sassnitz GmbH and its clients or third parties, including any legal successors, shall be governed by German law.
2. The place of fulfilment is Sassnitz.
3. The place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship is Stralsund. This place of jurisdiction is exclusive for claims against Fährhafen Sassnitz GmbH.

Sassnitz, 01/06/2024