

Port Rules

for activities in the Port of Gävle

*Adopted on October 27th, 2003, and applicable as of November 1st, 2003
(Revised: 200616)*

The board of Gävle Hamn AB [the Port of Gävle] — with the support of the 9 § of the Port Regulations — have adopted the following directives for traffic and for commercial activities in the Port of Gävle.

Introduction

1 §

Port activities are regulated by:

- The Port Regulations for Gävle Hamn AB, hereinafter called the Port of Gävle, (Port Regulations),
- The Port Rules for activities conducted in the Port of Gävle (Port Rules) and
- Tariffs and Prescripts for Port of Gävle (Tariffs/Prescripts).

The Port Regulations, Port Rules and the Tariffs/Prescripts are available upon request.

They can be obtained via the port website of the Port of Gävle (www.gavlehamn.se or www.gavle-port.se).

General Ordinances of Law and Order

2 §

Only authorized personnel are allowed to be in the port.

3 §

Customers of the Port of Gävle and others visiting or working inside the confines of the port shall follow the rules and directives that have been issued by the Port of Gävle or by representatives of the Port of Gävle.

4 §

The Port of Gävle retains the right to implement any necessary measures to protect persons as well as environment, vessels and goods and to ensure that the port as a whole shall provide an effective and secure passage for vessels and goods.

5 §

Vessels that traffic the port shall be equipped and shall be operated in such a manner as to prevent any danger to person, property or environment. The term “operated” shall refer to the navigation of a vessel as well as to the operation of equipment aboard.



Goods, vehicles or other materials shall be handled or placed in areas designated by the representative(s) of the Port of Gävle, and in such a manner that port areas, buildings, roadways, tracks, cranes and other items are not damaged, and that fire- lanes are not blocked, nor that any hazards for persons or environment arise.

6 §

Diving and underwater work may only be carried out with permission from the Port of Gävle.

7 §

The docking of vessels may only be carried out with permission from the Port of Gävle.

8 §

Captains, shipping companies or shipowners, or the representatives of anyone of these, shall immediately report all cases of sinking or running aground — or the lack of manoeuvrability — to the Port of Gävle.

The owners of other sunken objects that may constitute a navigational hazard for vessels or endanger facilities shall issue a report to the Port of Gävle. If someone other than the owner was in command of the object prior to its sinking, this person bears the responsibility for reporting. If the object has been lost from a vessel, the captain, shipping company or shipowner, or the representative for anyone of these, shall issue a report.

9 §

The installation of mooring spaces or the construction of pipelines, cables or other lines, pontoons or temporary bridges or similar structures may not be carried out without permission from the Port of Gävle.

10 §

Anyone inside the port who injures a person or damages a vessel, facility, goods or any other property shall immediately report same to the Port of Gävle.

11 §

Smoking or the use of open flames in the cargo hold or on deck near a cargo hold during loading and unloading is prohibited. Smoking or the use of open flames is also prohibited wherever such practice has been banned by posted warning signs.

12 §

Aircraft may not land in the port without permission from the Port of Gävle.



Dangerous goods

13 §

Rules in force for the handling and transport of dangerous goods shall be followed by anyone transporting such goods to and from the port, as well as by anyone in the port storing or otherwise handling dangerous goods.

All necessary care must be taken with regard to goods that, although not classified as dangerous goods, may still represent a danger or risk — and a foregoing report shall be made to the Port of Gävle.

Waste

14 §

When a vessel intends to leave waste at the Port, the vessel shall notify this to the reporting system for ship-waste well in advance. The waste shall be sorted according to the instructions provided by the Port and shall be left at the waste stations located in the port area.

If a vessel intends to leave waste that is, or is suspected to be, contaminated and thus represents a potential health hazard, the Port shall be notified by the ship prior to arrival. The vessel shall then follow the Port's specific instructions regarding how to handle this waste.

Tariffs

15 §

Tariffs charged by the port are published in Tariffs/Prescripts. Tariffs for services not covered by Tariffs/Prescripts are available upon request.

16 §

The Port of Gävle retains the right to debit vessels or cargo owners for such costs as may have arisen through measures in accordance with the Port Rules 4 §.

17 §

Port tariffs for ships and cargo as well as other tariffs charged by the Port of Gävle shall — unless otherwise agreed — be paid before the ship departs the port of Gävle.

The Port of Gävle may accept later payment after due consideration and against security.



Maritime traffic

Reporting duty

18 §

Whenever a vessel makes port or departs, the captain or the shipping company, or a representative of any of these, shall issue a report to the Port of Gävle. There is no reporting duty for vessels that merely pass through port waters.

The report must be made as early as possible, and never later than 24 hours prior to the vessels arrival or, in the case of departure, as soon as the vessel is ready to sail. The Port of Gävle may allow, however, a shorter time interval or free a vessel from the duty of reporting.

Vessels with a length (LOA) over 200 meters shall be notified to the Port of Gävle at least 72 hours prior to the vessels arrival to the point of pilot boarding. The notification shall also be sent to the Swedish Maritime Administration's pilot station in Gävle (Northcoast Pilot).

19 §

The owner of a vessel, the vessel operator, or a representative, shall provide the information required for calculating ship tariffs no later than the arrival of said ship in the port of Gävle.

Preliminary data concerning arriving and departing goods shall be turned over no later than the commencing of loading or unloading operations. Final data shall be provided no later than two work days after the vessel has departed the port.

Data containing the name of the vessel, its call sign and the registered owner as well as the ordering operator, if the latter be different from that of the owner, shall be turned over to the vessels ship agent or directly to the Port of Gävle.

Tugboat assistance

20 §

Towing and other assistance of vessels may only be carried out by boats suitably equipped for the purpose. Exemption can be granted by the Port Authority. For tug companies operating in the Gävle port area, the operator, including its personnel and equipment, shall:

- have obtained the documented training, permits, licenses and certificates from authorities etc. that is required for the operations,
- conduct the operations in accordance with all applicable laws, ordinances, rules, regulations and standards applicable for the operations,
- have obtained a permission to operate in writing from the Port Authority, based on the documented experience and local knowledge of the operating company and its personnel.

Rules for tugboat assistance and safety towing in the Port of Gävle have been developed in consultation with the Swedish Maritime Administration and provides information on the number of tugboats on arrival/departure to the port. They are calculated for normal current conditions and wind force of max 10 m/s.



When exceeding these normal conditions or other circumstances that could appear, it might be necessary to increase the number of tugboats. The pilot decides in consultation with the captain in each case how a planned vessel operation can be performed with sufficient safety margins.

Arrival

21 §

Vessels on the way towards Gävle have priority in the Northern fairway (Holmuddsrännan). Merchant vessels always have priority before pleasure boats.

22 §

The following applies for requirements for safety tugs (escort) through Holmuddsrännan on arrival and departure to/from the Port of Gävle:

- Safety towing through Holmuddsrännan is mandatory for all loaded tankers with a length (LOA) over 180 meters. A stern connected tugboat of the type ASD with at least 50 tons of bollard pull (BP) must be connected before the passage of Holmuddsrännan is commenced.
- Loaded tankers with a length (LOA) of more than 200 meters shall, in addition to the above requirements, also have a bow connected tugboat with at least 30 tons of bollard pull (BP).

For arriving tankers with a length (LOA) over 200 meters, passage through Holmuddsrännan is not permitted if the visibility is less than two nautical miles (e.g. that the lantern placed on "Grynet nedre" is not visible at the turn of Holmuddsrännan).

According to OCIMF's recommendations in accordance with the publication "Recommendations for ships' fittings for use with tugs", Safe Working Load (SWL) for fasteners, i.e. bollards and hawse, shall during performance of safety towing be:

- Tankers with a deadweight of 20 000 – 49 999 DWT = SWL minimum 100 ton.
- Tankers with a deadweight of 50 000 DWT and more = SWL minimum 200 ton.

If a vessel does not comply with the abovementioned recommendations regarding the strength of bollards and hawse, an additional tugboat is required.

Assistance to/from berth

23 §

On arrival and departure to all berths in the Port of Gävle, the terms of tugboat assistance requirements are stated in the table below (applies at Fredriksskans and Granudden). The table gives the minimum amount of tugboat to be used upon assistance to berth, irrespective of whether total bollard pull can be achieved with less tugboats than stated in the table below.



Depending on the length of the vessel (LOA), technical equipment and to/from which berth, the minimum number of tugboats and the minimum total BP (ton) is determined. Minimum total BP is indicated in parentheses.

Fredriksskans (FSK)	Vessel length LOA (m)	FP without Bow T.	FP with Bow T.	CPP and Bow T.	CPP and active rudder and Bow T.
FSK # 1	100 - 159	1 (20 ton) ¹	1 (20 ton) ¹	0	0
	160 - 179	2 (50 ton)	1 (30 ton)	1 (30 ton)	1 (30 ton)
	180 - 190	2 (80 ton)	2 (50 ton)	1 (50 ton)	1 (50 ton)
FSK # 4-19	110 - 149	1 (20 ton) ¹	1 (20 ton) ¹	0	0
	150 - 169	2 (50 ton)	1 (30 ton)	1 (30 ton)	1 (30 ton)
	170 - 190	2 (80 ton)	2 (50 ton)	2 (50 ton) ²	1 (50 ton)
FSK # 27 Granudden # 301 - 303	100 - 159	1 (20 ton) ¹	0	0	0
	160 - 179	2 (50 ton)	1 (50 ton)	1 (30 ton)	0
	180 - 199	2 (80 ton)	2 (70 ton)	2 (50 ton)	1 (50 ton)
	200 ->200	3 (100 ton)	2 (80 ton)	2 (80 ton)	2 (80 ton)

For tugboat assistance, at least one tugboat shall be of the type Tractor/ASD with at least BP 30 ton unless otherwise stated in the table.

¹ Conventional tugboat can assist.

² After at least 3 port calls, the number of tugboats can be reduced to 1 tugboat after approval by the Port of Gävle.

Wind force exceeding 10 m/s and other moored vessels in the port can affect the number of tugboats required. Reference station Bönan/ViVa.

FP = Fixed Propeller

CPP = Controllable Pitch Propeller

Bow T. = Bow Thruster

Active rudder = Becker / Schilling / POD or equivalent lifting capacity of vessels stern

BP = Bollard Pull (ton)

24 §

The Port of Gävle may, if necessary, adopt temporary limitations regarding vessels length, breadth and draught.

25 §

Vessels shall not pass moored tankers closer than 25 meters.

26 §

A vessel shall not anchor nor drag the anchor within the areas marked on the sea chart where anchoring is prohibited. If anchoring or the dragging of the anchor has nonetheless taken place, this shall be reported to the Port of Gävle.



27 §

Vessels may not enter the port if there is a danger that the vessel — owing to its condition or any other reason — may sink, create a hindrance to maritime traffic or in any other way represent a danger to routines and safety in the port.

28 §

The Port of Gävle confirms bookings and assigns berths and order of priority taking into consideration the current, or expected, traffic situation at the time the booking is made or the berth is assigned. Vessels engaged in scheduled line-traffic may be given priority. The Port of Gävle is not responsible for delays or other consequences caused by changes in the traffic situation or by other events beyond the control of the Port of Gävle.

Mooring, shifting, moving, etc.

29 §

A vessel may dock, moor or anchor only where designated by the Port of Gävle. Mooring may only be performed by staff/companies authorized by the Port of Gävle. Assistance from mooring man is compulsory for all vessels that call at Fredriksskans berth 1 and berth 27. For vessels that call the other berths in the port, assistance from mooring man is compulsory for all vessels with a length of more than 80 meters (applies at Fredriksskans and Granudden). The mandatory requirements of mooring man assistance apply both on arrival and on departure. For vessels that are under the length of the mandatory mooring man requirement and that chooses to call the port without assistance from the mooring man, the gangway should be set and that safety clothes and protective equipment (safety shoes, life jacket, helmet) should be used. The captain shall keep himself informed as to the water depth at the designated docking, mooring or anchoring site.

30 §

When mooring, anchoring or shifting, the captain shall ensure that other vessels, or berths, piers and similar structures, or cables or lines, are not damaged and that maritime traffic is not unduly obstructed or disrupted. The captain shall ensure that the vessel is securely moored.

31 §

The captain, shipping company or ship-owner shall, when requested by the port representative, move or shift the vessel or undertake other measures deemed necessary considering routines, safety and commercial operations in the port. The port of Gävle is not responsible for costs incurred as a result of moving or shifting of vessels.

32 §

Prior to commencing repairs or maintenance work or corresponding work from quay or raft, or conducting underwater work or similar undertakings, permission shall be obtained from the Port of Gävle.



33 §

Before a vessel is made unmanoeuvrable owing to repair or similar work, permission shall be obtained from the Port of Gävle.

34 §

Propellers may not be turned over while at quay-side unless permission has been obtained from the Port of Gävle.

Vehicular traffic

35 §

The vehicles operators, as well as pedestrians, inside the confines of the port shall obey all existing traffic laws and directives and, in general, conduct themselves in such a manner as to avoid accidents.

General Conditions

36 §

“PORTS OF SWEDEN, General Conditions 1989 for terminal operations” applies to such activities as described in General Conditions, § 1, as well as to any other commercial services provided by the Port of Gävle. The General Conditions, that are part of these Port Rules, are to be found in their entirety in Appendix 1 of these Port Rules.

In the General Conditions, in particular, but without disregarding the other sections, attention is directed toward the following

- 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 the supplement to the General Conditions, the following rules § 37 to § 39 shall apply,

Crane work

37 §

The Port of Gävle has available, in accordance with Tariffs/Prescripts, cranes for loading and unloading. Goods shall not be unloaded, loaded, or handled by any cranes not belonging to the Port of Gävle without an existing agreement between the Port of Gävle and the crane owner/operator.



The placement and storage of goods

38 §

The fact that the Port of Gävle makes space available for goods in the port does not mean — unless otherwise expressly agreed in writing — that the Port of Gävle is responsible for said goods, but only that the Port of Gävle grants the use of space for temporary storage.

Other services

39 §

For services that are not treated in these Port Rules nor in the Tariffs/Prescripts, special agreements may be entered.

Arbitration and Applicable laws

40 §

Disputes between the Port of Gävle and customers may not — with the exceptions stated below — be presented before a court, but are to be decided under Swedish law by the process of arbitration in the district in which the Port of Gävle has its headquarters, in accordance with the Swedish Arbitration Act.

The employment of legal means for collecting undisputed claims does not mean renouncing an arbitral procedure in cases of disputed counterclaims, which consequently may not be effected through a counter-plaintiff procedure or per contra settlement other than in an arbitration procedure.

Disputes involving amounts that do not exceed four times the Swedish price index at the time of the claim, in accordance with the law (1962:381) governing general insurance, may however not be referred to judgment by an arbitration court.



Appendix 1 to the Port Rules for activities in the Port of Gävle

**PORTS OF SWEDEN
GENERAL CONDITIONS 1989 FOR TERMINAL OPERATIONS**

These conditions are recommended by the Swedish Ports´ and Stevedores´ Association. Nothing shall prevent the Enterprise and the Customer from reaching agreement on other conditions.

General conditions 1989 of the Swedish Ports´ and Stevedores´ Association 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 Swedish Ports´ and Stevedores´ Association, 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 Section 368, 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.

Note: These general conditions are valid in the Swedish language only. In case of inconsistency between the Swedish and the English text, the Swedish text shall govern.

- o o o -