

Additional Services

Price and Conditions Schedule
for the ports managed by
Niedersachsen Ports GmbH Co. KG
in Baltrum, Bengersiel, Langeoog, Norddeich,
Norderney and Wangerooge

effective as of 1/1/2024

Contents

- 1. Crane and Ramp Fees.....2
- 2. Water and Electric Power Fees2
- 3. Storage Fees.....2
- 4. Usage of cranes and other third party-equipment.....3
- 5. Final Provision3

1. Ramp Fees

For putting leisure boats on trailers we will levy:

Putting leisure boats on trailers	
€ 6.00 incl. VAT (within 24 h)	€ 50.00 incl. VAT (carnet-ticket, good for 10 uses)

For the Commercial Use of Niedersachsen Ports' Ramps we will levy:

per diem (24 hours)*	€ 12.00
weekly flat fee*	€ 60.00
monthly flat fee*	€ 240.00
annual flat fee*	€ 780.00

2. Water and Electric Power Fees

For the withdrawal of water we will levy:

each commenced cubic meter of water* € 3.00
 The minimum fee is* € 10.00

Amounts of up to 0.5 m³ of potable water from a hydrant without the use of a hose line are free of charge.

For the withdrawal of electricity we will levy:

Each commenced kWh* € 0.43
 The minimum fee is* € 10.00

3. Storage Fees

For the storage¹ of goods on storage areas, floating goods, or equipment in the water, we levy:

* The fees stipulated in this Tariff – unless otherwise indicated– are net amounts within the meaning of the Value Added Tax Act, to which the statutory VAT may have to be added.

¹ Storage is only permitted with Niedersachsen Ports' approval and must be applied for with them, before storage commences. Niedersachsen Ports will assign the storage location and may, in justified instances, order the relocation of the stored goods to another storage location. Goods stored without permission, or goods that are not relocated or removed after a request to do so, or after expiration of the agreed storage period, may be removed from the port at the peril and expense of the owner. Up until the relocation or the removal of the goods, an increased storage fee of up to the tenfold amount of the regular storage fee may be charged. If the duration of storage cannot be substantiated, it will be determined at Niedersachsen Ports' reasonable discretion.

In case the Storing User is unknown, he will be obligated to reimburse Niedersachsen Ports for the actually

Each commenced 24 hours* €/m² 0.35
The minimum fee is* € 10.00

4. Usage of cranes and other third party-equipment

The use of cranes and other third party-equipment must generally be registered in advance with the local ships' registration office and may only be performed at assigned locations.

For the set-up area, a storage fee will be levied (see 5.), for the hoisting of leisure boats by third parties, Niedersachsen Ports will levy a fee* of € 5.00 incl. VAT.

Towards Niedersachsen Ports, the debtor is the very crane company that is also responsible for relaying the details necessary for billing.

5. Final Provision

I. Tax Provisions

The fees stipulated in this Price and Conditions Schedule – unless otherwise indicated– are net amounts within the meaning of the Value Added Tax Act, to which the statutory VAT may have to be added.

II. Other Provisions

- (1) If not otherwise stipulated in conjunction with the respective fees, the general rule is that the party that ordered the service(s) is responsible for the payment of fees for the utilization of services. Multiple ordering parties will jointly and severally liable.
- (2) The fees according to this schedule are payable 14 days after receipt of invoice.
- (3) If the payment is late, we will levy default interest. The amount of default interest is determined based on the provisions of the German Civil Code (BGB) of 8/18/1896 (Fed. Law Gazette RGBL. p. 195), as amended, and of the legal notice of 1/2/2002 (Fed. Law Gazette BGBL. I p. 42) as amended from time to time.

incurred expenses for his determination. A Storing User, within the meaning of this clause, is any individual or legal entity that has a contractual relationship with us for the usage of our ports or facilities for storage, or that uses our ports or facilities in any other fashion for storage.

A person using our ports in any other fashion for storage is someone that (in his or her capacity as legal entity or as an individual) has either effectively stored the goods and/or has ordered the storage. The Storing User is also the owner of the stored goods. The storing entity, the contracting entity (principal), and the owner are jointly and severally liable for the costs of storage, storage relocation, removal, and for the increased storage fee.

- (4) Offsetting against our receivables in conjunction with this schedule is permissible only with undisputed or ultimately legally binding and due counterclaims.
- (5) Fractions of calculation units (time, weight, area, and spatial measurements) are billed as whole units.
- (6) The delayed, incorrect, incomplete or omitted reports of usage may entail a surcharge of up to 50% of the fee, but with a minimum of EUR 26.00 net.

III. Final Provision

This Price and Conditions Schedule becomes effective on 1/1/2024.

At the same time, the Price and Conditions Schedule for the port managed by Niedersachsen Ports GmbH Co. KG in Baltrum, Benseniel, Langeoog, Norddeich, Norderney and Wangerooge, in effect since January 1st, 2023, will be canceled.