

## Additional Services

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Price and Conditions Schedule  
for the port managed by  
Niedersachsen Ports GmbH Co. KG  
in Hooksiel

effective as of 1/1/2024

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## 1. Storage Fees

- (1) For the storage of cargo on storage areas or in warehouses, as well as for the storage of floatable goods or items in the water, a storage fee by weight of the stored goods or by the surface area occupied has to be paid.

The following storage and usage fees are payable: per each commenced calendar month

a) on construction and special areas	2.730	EUR/m <sup>2</sup>
or	2.730	EUR/ton
b) on storage areas	1.638	EUR/m <sup>2</sup>
or	1.638	EUR/ton

The respective rate that yields the higher storage fee will be applied, at minimum however, 100.00 EUR.

- (2) For the storage of floatable goods and items in the water

each commenced calendar month	0.6224	EUR/sqm
minimum, however	100.00	EUR.

- (3) 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 ten-fold 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 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) Storage areas are assigned on an own-use basis only.

- (5) Should a longer term storage be intended, a lease agreement on the basis of this schedule can be concluded.

## 2. Electric Power and Water Fees

For the supply of ships and other crafts with water and for the delivery of electric power, water fees or electric power fees, respectively, are payable. The need for it has to be communicated to NPorts.

For electric power and water fees the following is payable:

- |     |   |       |                             |
|-----|---|-------|-----------------------------|
| (1) | In the outer harbour of Hooksiel<br>or at least | 3.885 | EUR/m <sup>3</sup> of water |
|     |   | 21.00 | EUR                         |
| (2) | Upon power consumption<br>but at least          | 0.47  | EUR/kWh                     |
|     |   | 21.00 | EUR                         |

## 3. 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.
- (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.

### 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 Hooksiel, in effect since January 1st, 2023, will be canceled.