

Prices & Terms for Cruise Turn-Arounds

All prices are valid from 1st of January 2018.

Prices are excl. VAT and are subject to alteration without notice

Luggage/Handyman:	Copenhagen: DKK per man/hour	Malmö: SEK per man/hour
Weekdays 07.00 – 15.00	430.00	490.00
Weekdays 15.00 – 24.00	760.00	870.00
Saturdays, Sundays and Holidays 05-24	760.00	1.0000.00
All work commenced between 00.00 – 05.00	1.520.00	N/A
Minimum charging:		
Weekdays	2 hours	2 hours
Weekdays, when work starts at 15.00 (3 pm)	4 hours	4 hours
Saturdays, Sundays and Holidays	6 hours	6 hours
Terminal Dues:		
per passenger in and per passenger out again	37.00	47.00
Port Security Fee – per pax in and per pax out again	3.20	3.20
El-pallet jack (per day – without driver)	710.00	1.100
Conveyor Belt (per day)	2.200.00	2.4000
Garbage fee (per GT)	N/A	0.30

- Please note the necessary numbers of forklifts are included in the above prices.
- Passenger Dues (DKK 4,40) are included in Terminal Dues as per above.
- Booking of manpower to be ordered at the CMP Cruise Dept. on tel. +45 3546 1109 / +45 3646 1326.
- Booking of manpower for Week-days must be received not later than 11 AM the day before.
- For work on Saturdays/Sundays, manpower must be booked not later than Friday at 11 AM.
- For Holidaywork manpower must be booked before 11 AM last weekday before the holiday(s).
- Charge for cancellation after 11.00 of work ordered for the following day = 4 hours.
- Charge for attendance of workers, recruited for work and waiting in vain = 4 hours.
- Charge for alteration or cancellation of ordered overtime = 2 hours.
- Charge for work ordered too late (after 11.00 on Mondays – Fridays) = 2 hours.

1. GENERAL TERMS AND CONDITIONS

- 1.1 In **Denmark**, all stevedoring is performed under the General Conditions of Danske Havnevirksomheder (DHAB 2007) (Clause 2). These Conditions limit CMP's liability for loss, deterioration or damage in respect of the goods to 2 SDR per kilogram or to 666.67 SDR per package. Compensation for any delay shall not exceed the price for the execution of the task (Clause 26). However, compensation for any one event, including delays, shall not exceed 25,000 SDR, and if more than one Orderer suffer a loss due to damage occurring on one and the same occasion, our liability to all Orderers concerned shall, in certain respects, be limited to 500,000 SDR (Clause 26). Claims against CMP become time-barred after 10 months (Clause 30). for the execution of the task (Clause 26). However, compensation for any one event, including delays, shall not exceed 25,000 SDR, and if more than one Orderer suffer a loss due to damage occurring

on one and the same occasion, our liability to all Orderers concerned shall, in certain respects, be limited to 500,000 SDR (Clause 26). Claims against CMP become time-barred after 10 months (Clause 30).

CMP has a lien for present and previous claims (Clause 10), and CMP charges interest on overdue payments at 2 % per month or fraction of a month (Clause 7). Amounts due to us shall not be subject to any right of set-off.

DHAB 2007 can be downloaded from on our homepage. <http://www.cmpport.com/>

- 1.2 In **Sweden**, all stevedoring is performed under the Ports of Sweden General Conditions 1989 for terminal operations. These Conditions limit CMP's liability for loss, deterioration or damage in respect of the goods to 2 SDR per kilogram (Clause 2c). Compensation for any delay shall not exceed the price for the execution of the task (Clause 2c). However, compensation for any one event, including delays, shall not exceed 50,000 SDR or, in case of damage to vessels, 500,000 SDR, and if more than one Orderer suffer a loss due to damage occurring on one and the same occasion, our liability to all Orderers concerned shall, in certain respects, be limited to 50,000 SDR or 500,000 SDR respectively (Clause 2 c). Claims against CMP become time-barred after 1 year (Clause 3 b).

CMP has a lien for present and previous claims (Clause 8), and CMP charges interest on overdue payments at 2 % per month or fraction of a month. Amounts due to us shall not be subject to any right of set-off.

The General Conditions 1989 for terminal operations can be downloaded from our homepage. <http://www.cmpport.com/>

- 1.3 All services rendered which fall outside the scope of either DHAB 2007 or the Ports of Sweden General Conditions 1989 for terminal operations are performed under the Nordic Associations of Freightforwarders' General Conditions (NSAB 2015). Under these Conditions, CMP's liability for loss of, deterioration of or damage to goods is limited to SDR 8.33 per kilo and CMP's liability for delay is limited to the amount for freight, but not exceeding SDR 50,000 per order. In connection with storage of the freight CMP's total liability for damage is limited to SDR 500,000 for any incident of damage occurred (Clause 25). Special attention is drawn to the stipulations that claims against CMP are statute-barred after one year (Clause 28), and that the lien on goods (Clause 14) applies to both current and previous claims. Claims for freight, etc. must be honoured regardless of the terms of delivery under the contract of sale or freight agreement (Clause 11).

NSAB 2015 can be downloaded from our homepage. <http://www.cmpport.com/>

- 1.4 In case of inconsistency between DHAB 2007 and other conditions in this Agreement, DHAB 2007 shall be superseded by the conditions in this Agreement.
- 1.5 CMP and its clients and partners operate in a customs regulated environment.

This means that the handling and transport of goods through CMP premises is subject to the customs regulations of the European Union and the customs legislations of Denmark and Sweden. CMP is obliged to comply with these regulations and rules which further means that the Customer, as everyone handling goods on the premises of CMP, must comply with these regulations and rules.

For general information on the applicable rules and regulations, please refer to http://ec.europa.eu/taxation_customs/index_en.htm and applicable legislations for Denmark and

Sweden. For questions of local CMP conditions, please find more information on <http://www.cmport.com/>

- 1.6 All services performed, any work done, and all traffic within the premises of CMP on Swedish territory, are further regulated by Swedish law, including the Hamnordning (local traffic and safety regulations for the Port of Malmö): <http://www.cmport.dk/en/port-info/rules-and-regulations>

2. THE CUSTOMER'S LIABILITY

- 2.1 In addition to DHAB 2007, Section 5 on liability of the Orderer, including Clause 28, the Customer shall regardless of fault hold CMP harmless of any loss suffered as a result of the death of or personal injury to a passenger, whom is a contracting party of the Customer, or loss of or damage to any property found in the port area, which belongs to the Customer's contracting party.
- 2.2 Personal items and belongings such as luggage, hand luggage, vehicles, pets, etc., are considered as property in terms of this agreement
- 2.3 If any of CMP's other customers, by the other customer's goods or contractors, cause any damage or loss in relation to the Customer's contracting party's person or property, the Customer shall not raise claims for indemnity against CMP.
- 2.4 The Customer is obligated to take out sufficient insurance to cover its own and its contractors' liability under this Agreement.

3. COMPLAINT PROCEDURE

- 3.1 Notice of a claim shall be forwarded in writing and within the time limits stated in the General Terms and Conditions CMP.

4. LAW AND JURISDICTION

- 4.1 Any legal proceedings arising out of or relating to this Agreement shall be instituted before the Danish Maritime and Commercial High Court.
- 4.2 Any dispute between the parties shall be subject to Danish law.

5. PAYMENT TERMS

- 5.1 Invoices from CMP to the Customer fall due 30 days after the invoice date.
- 5.2 Any objections to the invoice must be made within 10 days from the invoice date.
- 5.3 Overdue payments will be charged with a reminder fee of DKK 100 and penalty interests according to Danish law, i.e. at an interest rate of the lending rate of the Danish National Bank + statutory rate from the due date for any outstanding payments.
- 5.4 CMP is entitled to charge an administration fee of DKK 170 if the invoice afterwards has to be corrected due to insufficient information from Customer.
- 5.5 CMP is entitled to charge an administration fee of DKK 600 if the Customer forwards the specification of the goods and/or the ship more than 5 days after the ship has left the port.