

**Non-obligatory Recommendation
for General Terms of Business
for the Stevedores' Trade in Hamburg***

1. These conditions shall be applicable to all orders, irrespective of their contents, given to the stevedore, even if they are not based on a quotation by the stevedore.
2. Quotations made by the stevedore are not binding until the order has been placed. For work carried out within the framework of a stevedore contract for future execution, remunerations applicable at the time of concluding the contract must be freshly agreed in accordance with changes in wages and other costs occurring while the contract is in operation.
3. Force majeure and other unforeseeable extraordinary occurrences arising through no fault of the stevedore, e.g. war, mobilization, riots, disturbances, government intervention, strikes, suspension of work and lock-outs, preventing the stevedore from fulfilling some or all of his obligations, exempt the stevedore - for the time of their duration - from his obligations affected by these occurrences. The stevedore shall only cite the abovementioned occurrences, if he informs the customer immediately. If the work contracted for is continued in spite of the aforesaid occurrences, all extra expenses arising therefrom are to be refunded to the stevedore.
4. All information given by the stevedore concerning the possibility of getting hold of the goods or of their being ready for loading is given to the best of his knowledge but without guarantee on his part. Under no circumstances whatsoever he can be held responsible for barge and lighter demurrage etc. As far as possible all enquiries as to readiness for loading or discharging are to be made on board.
5. Heavy lifts are to be specially indicated to the stevedore; they can only be handled after special agreement made in advance. Dangerous goods under the IMDG-Code must also be specially indicated. If false or incomplete statements are made about such goods, especially if named in a foreign language or with technical terms not generally known, the principal is responsible to the stevedore for any damage the stevedore may incur and to indemnify him against any damage, fines or other disadvantages that may occur to other persons, to the goods or to the ship.
6. The stevedore is not responsible for quantity, number of packages, weight, measurement, marks, numbers, contents and quality when discharging and/or loading.
7. The handling of damaged ships as well as the work on the Lower River Elbe is always subject to special agreement.
8. If the labourers ordered by the principal cannot be employed for any reason for which the stevedore is not responsible, the principal has to pay the stevedore the costs of having provided labourers and equipment in vain.
9. If any alterations are to be made to the ship's cargo-handling gear or hatches taken off, this must be done by ship's personnel. If the stevedore's employees are used to carry out such work, the stevedore will be exempt from any responsibility.
10. The stevedore's launches are only for the conveyance of his men; should they be used by other persons, they do so at their own risk.
11. Externally apparent damages must be orally reported to the stevedore immediately. Notification of any damage must additionally be undertaken in writing within 7 days after the damage.
12. The stevedore, in carrying out his work, can only be held responsible as far as legal and contractual agreements are concerned if he or his assistants are at fault. The obligation for exoneration remains with the stevedore, unless clarification concerning the cause of the damage according to the prevailing circumstances cannot, in all fairness, be expected of him.

- The stevedore is exempt from any liability
- for force majeure,
 - for damage caused by fire, water or explosion,
 - for damage and defect of goods due to influence of weather,
 - for loss or damage to ship and cargo owing to theft, robbery, riot or pillage; this applies also when whole packages are lost or damaged,
 - for damage and defects which are a consequence of the natural conditions of the goods, or of missing or bad packing of the goods, or, in case of heavy lifts, when a false statement of weight was made,

if the damage thus incurred could not be prevented by the diligence of a regular stevedore.

As far as the stevedore is liable under para. 1. of this number, the amount of damages to be paid in compensation by the stevedore is limited to two units of account per kilo of the gross weight of the goods. The unit of account is the Special Drawing Right (SDR) of the International Monetary Fund (IMF). The amount in question will be converted into EURO at the rate of exchange applicable between the EURO and the SDR on the day the goods to be handled are received or on a date agreed by the parties in question. The SDR value of the EURO shall be calculated by the method applied by the IMF for its operations and transactions on the day in question.

If several parties are involved, the total amount of liability shall be limited to the aforementioned sum for all claimants.

The exclusions and limitations of liability mentioned in these conditions shall not apply if any case of damage or loss is due to the action or failure to act committed intentionally, recklessly or in recognition of the probable occurrence of damage or loss by the stevedore, any of the stevedore's personnel in the performance of their duties or any other persons the stevedore makes use of in carrying out his operations.

Liability by stevedore's employees,

according to the aforementioned liability conditions is excluded resp. restricted.

If the principal is willing to pay a higher remuneration, he is free to reach an agreement with the stevedore on liability extending beyond the scope of these General Terms of Business.

13. The set-off against claims of the stevedore is only permissible through uncontested or legally proven counterclaims.
14. Payment has to be effected within eight days after date of invoice. After finishing the work, the stevedore is entitled to demand an immediate payment on account of the estimated amount of his invoice sum. The stevedore can also demand advance payment. He will reserve the right to demand this, particularly if the debtor is resident outside the Federal Republic of Germany or payment is uncertain to be made punctually.
15. All claims against the stevedore, irrespective of legal reasons, are barred after one year. In cases involving intent or negligence equivalent to intent as per number 11, para. 5, a limitation period of three years shall apply. The period of limitation shall commence with the termination of the date on which the claimant received knowledge of the damage or could have gained such knowledge.
16. Exclusive place of court and place of settlement is Hamburg. German law shall apply.
17. If any regulation or provision of these General Terms of Business is or becomes void, the remaining regulations or provisions shall nevertheless remain in force.

Hamburg, 15.06.2011

* These conditions have been prepared in the German and English language, subject to the proviso that the German text takes priority.