

**Scope: All vessels that moor to the pier of one of the following UTG Tank Farms Bremerhaven (Kaiserhafen I), Steubenstr. 13 Kiel (Kiel Canal), Uferstr. 48 and Stadtparkweg 18 for a purpose other than loading or unloading a product.**

**Important notice:**

This Agreement must be kept on board and must be brought to the attention of the crew before docking.

As a rule, the Tank Farm must be informed in writing about the reason and duration of the planned mooring period 24 hours before the arrival of the vessel via the ship's agent.

**Shipping firm: Name:** ..... **Tel.:** .....

**Vessel Name:** ..... **Tel.:** .....

**EU—Reg./IMO No.:** .....

**Length:** ..... **Breath:** ..... **Draught:** ..... **GT:** .....

**Current cargo:** .....

**Previous cargo:** .....

**Ship agent/name:** .....

**Invoice recipient:** .....

**Address:** .....

**Rules and agreements:**

1. All relevant laws including the respective state port regulations or municipal port regulations must be complied with.
2. In the harbour/on the pier, all persons must behave in such a way that the safety and proper operation of the harbour and port facilities as well as the protection of the environment are not impaired and that no one else is harmed, endangered or impeded or harassed more than is unavoidable under the circumstances. The pier area is subject to video surveillance.

3. The consumption and carrying of alcohol or drugs, smoking and the use of fire are prohibited on the entire premises of the Tank Farm and in the port area. Exempted from this are deliveries of alcohol by a supplier or the purchase of alcohol for consumption aboard the vessel. The operation of mobile phones or radio telephones that have not been authorised by the Tank Farm management in the vicinity of the terminals and in the area of the cargo on board is likewise prohibited.
4. Only Tank Farm employees may access the Tank Farm site. Other persons may access the site only with the express consent of the works management or their representatives.
5. Damage to the harbour and transshipment facilities must be reported without delay.
6. The cleaning and spraying of decks and superstructures, the use of surfactants (detergents) and work with paint (if there is a risk of water contamination) or lubricants are generally prohibited in the port area. Repairs may be performed only with the consent of the Tank Farm management.
7. Inland waterway vessels: We recommend mooring with at least 4 ropes (bow rope, stern rope, fore spring and aft spring). Seagoing vessels may need to be moored with more than 4 ropes on account of their GT. The mooring must be monitored from the ship throughout the entire mooring period and, if necessary, must be adjusted to water level fluctuations and any changes in draught. Anchoring is prohibited throughout the entire harbour and mooring area! Vessels may not perform mooring procedures independently!
8. Mooring to the pier and berthing at the pier without the presence of Tank Farm personnel is prohibited. Exceptions to this are inland waterway vessels which, following prior consultation with warehouse personnel, may moor to the pier for the prescribed rest period without the presence of warehouse personnel, subject to the following conditions:
  - a. the warehouse site may not be entered,
  - b. escape routes may be used only in an emergency,
  - c. the telephone number 0431/301190 (TL Kiel, Uferstr. 48) or 0471/9446-13 (TL BHV, Steubenstr. 13) must be called upon departure if it has been agreed with warehouse personnel that the ship may unmoor independently, and
  - d. the above-specified invoice recipient declares himself willing to pay the cost of the mooring period in accordance with the service tariff.
9. The vessel may not use damaged fender timbers or rubber fenders; these must be replaced by undamaged fenders before use.
10. The discharge of water and waste water of all kinds, such as ballast water, cooling water or washing water, is generally not permitted in the port area.
11. Suitable personnel capable of operating the fire extinguishing equipment on board and of sailing the vessel in the event of an emergency must be on board throughout the entire mooring period.
12. During the mooring period, the responsible ship's crew must wear personal safety equipment (helmet, occupational safety footwear, closed work clothing, life vest) when alighting on the pier.
13. The setting ashore of passenger cars as well as the use of the port facilities is permitted only in exceptional cases and following prior consultation with the works management.

14. Before the mooring period commences, clear signals for standard processes and emergency situations must be agreed between the ship's crew and Tank Farm personnel. If the ship receives radio equipment from the Tank Farm, the ship must ensure that it can be contacted using this equipment during the mooring period.
15. The Tank Farm reserves the right to enter the ship for inspection purposes, following prior announcement.
16. The nature and scope of ship repairs must be reported to the Tank Farm through the ship agent. These may be subject to approval by the Tank Farm management.
17. At the request of the Tank Farm, the vessel shall be obliged to change its berth or leave this immediately within 1 hour. This shall be applicable, inter alia, to the bunkering of other ships to be carried out as well as to extreme weather conditions such as strong winds (from wind force 10), heavy thunderstorms, serious ice flows and other weather conditions that impair safe berthing at the pier.
18. The instructions of the works manager and Tank Farm personnel must be adhered to without exception.
19. Compensation claims brought against the Tank Farm, irrespective of the legal grounds, shall be established only to the extent that the Tank Farm is accused of having committed wilful intent or gross negligence. If an obligation is breached through slight negligence, the observance of which is of essential importance for achieving the purpose of the contract (cardinal obligation), liability shall be limited to the amount of the foreseeable damage that is typical for the contract. Sentence 1 and Sentence 2 are not applicable in the event of breaches of obligation that lead to mortal injury, injury to body or health.

Name of vessel ..... Date .....

Captain/name ..... Signature .....

Crew members Quantity: .....

Names:

1. ....
2. ....
3. ....
4. ....

Tank Farm/signature ..... Date.....

Enclosure:

- Site plan TL Bremerhaven emergency exits/mooring and movement area
- Site plan TL Kiel 1 and Kiel 2 emergency exits/mooring and movement area