

Regulation

**800-ton self-propelled floating derrick
crane
BRABO**

Table of contents

Table of contents.....	2
Conditions of use floating derrick crane	4
Article 1. Contact information and definitions.....	4
Contact details.....	4
Nomenclature	4
1. The Port Authority	4
2. Floating derrick crane	4
3. Applicant	4
4. User	4
5. Operating personnel.....	4
6. Gas oil price	4
7. Registration form.....	4
8. Late Cancellation.....	5
9. The port area of the port of Antwerp	5
10. Task.....	5
11. Take five.....	5
Article 2. Terms and Conditions	6
Article 3. Application, Registration Floating Derrick Crane.....	6
Article 4. Work Schedule and Priorities.....	7
Article 5. Cancellation or Postponement of Jobs and Late Cancellation	7
Article 6. Responsibilities.....	7
Article 7. Terms of Use	9
Article 8. Prohibitions	10
Article 9. Supervision and Work Interruption.....	11
Article 10. Application of Tariffs and Fees.....	11
Article 11. Times and Navigation Hours.....	11
Article 12. Preparatory Work and Waiting Times.....	12
Article 13. Special Operations	13
Article 14. Security	13
Article 15. Insurance	14
Article 16. Tariffs and fees.....	15

Article 17. Navigation Time Fees.....	15
Article 18. Preparatory Work and Waiting Time Fees	15
Article 19. Admission Requirements Fees.....	15
Article 20. Late Payments.....	16
Final Provisions.....	17
Article 21. Force majeure.....	17
Article 22. Conditions of Admission Privately Owned Floating Cranes	17
22.1 Procedure and conditions	17
22.2 Fees.....	18
Disputes	18
Article 23. Force Majeure, Unforeseen and Exceptional Circumstances.....	18

Conditions of use floating derrick crane

Article 1. Contact information and definitions

Contact details

The activities of the 800-ton self-propelled floating derrick crane 'Brabo' are coordinated by the Fleet Department. Floating Equipment is an operational department of the Fleet Department which forms part of the Port of Antwerp plc.

- Address: Haven 602, Blauwhoefstraat 13, B-2030 Antwerp.
- Opening hours rental service: all regular working days, between 7am and 7pm.
- Telephone rental service: + 32 (0)3 229 67 20
- email: hijsbok.brabo2@portofantwerp.com

Nomenclature

1. The Port Authority

Antwerp Port Authority (a public limited company under public law)

Port House

Zaha Hadidplein 1

B-2030 Antwerp

T + 32 (0)3 205 20 11

VAT BE 0248 399 380

2. Floating derrick crane

a self-propelled 800-ton floating derrick crane named 'Brabo'

3. Applicant

the person ordering the floating derrick crane

4. User

The person to whom the floating derrick crane is eventually given in use

5. Operating personnel

The Port Authority staff manning and operating the floating derrick crane

6. Gas oil price

Price of gas oil diesel for heating purposes from 2000 litres according to the Federal Public Service Economy

7. Registration form

Form to be used by applicant for ordering the floating derrick crane. These forms are available from the floating equipment department.

8. Late Cancellation

all requested work not cancelled on time

9. The port area of the port of Antwerp

The area described in the harbour police regulation

10. Task

Day shift: 7am - 10pm

Night shift: 10pm - 7am

11. Take five

Brief safety consultation with all parties involved

Article 2. Terms and Conditions

In order to ensure the safety of shipping in the port area and facilitate the loading and unloading of ships, the Port of Antwerp has made a floating derrick crane available under the terms set down in this regulation.

This floating derrick crane, and the required operating staff, are made available to meet the needs of trade (loading and unloading of cargo), for assembly and disassembly activities, for carrying out and/or lending assistance with salvage operations inside and outside of the port area.

It is the property of the port and therefore forms part of the public domain.

It is prohibited to operate privately owned floating cranes without the express permission of the port authority.

For every use in violation of this ban, both the owner and the user of the privately owned floating cranes must pay a special fee per calendar day of the use per ton of the working load of the used floating equipment. This fee is included in Article 19 of Chapter 2.

Article 3. Application, Registration Floating Derrick Crane

Those who wish to make use of the floating derrick crane must submit a signed registration form via email to hijsbok.brabo2@portofantwerp.com. The time of reception of the email is regarded as the hour at which the floating derrick crane is ordered.

By signing the registration form the applicant commits to paying the appropriate tariff and agrees to the terms of this regulation.

The port authority is entitled to change the way in which an application for the floating derrick crane must be submitted. If this is the case, the application is to be submitted in the way prescribed by the Port of Antwerp.

The applicant must state for which days and tasks the floating derrick crane is being requested. He must also state the nature and volume of the goods to be moved (among other things, attachment). When it concerns assembly, disassembly or salvage work, the exact nature of the job must be specified. The user is to submit and discuss a lift plan at all times prior to the start of work.

In order to be eligible for an invoice with a VAT exemption, the applicant must always clearly state on the application form which VAT exemption he wants to invoke.

In case of wrong or missing information, such as for instance the applicant's VAT number, the Port Authority will invoice including 21% Belgian VAT.

Proof of the VAT exemption stated on the application form must always be presented upon demand by the Port Authority.

The application for use must be submitted to the Floating Equipment Department 48 hours prior to the planned start of work. Use of the Port Authority's floating derrick crane will only be permitted when an advance equal to the fees due for the lifting job requested is deposited by giro.

The above-mentioned advance can be substituted either with a bank guarantee in accordance with a template to be copied or by transferring a permanent deposit into the account of the Port Authority, who will determine the size of the amount.

Article 4. Work Schedule and Priorities

The Port Authority will independently and autonomously determine the work schedule and priorities.

The Port Authority will thus, for each individual case, decide whether it will make the floating derrick crane available for use for that specific task.

However, the Port Authority retains the right to change its decision, even after permission for use of the equipment has been granted.

The Port Authority is under no obligation to pay damages if permission for use of the floating derrick crane is denied, even after it was initially granted.

Article 5. Cancellation or Postponement of Jobs and Late Cancellation

No compensation will be due when the applicant gives written notice of cancellation or of a change of date by email at least 48 hours prior to the intended start of work.

When a job is not cancelled or rescheduled as described above, compensation shall be due:

1. For each late cancellation or late change of date the user shall pay a compensation equal to the number of hours stated below, to be calculated on the bases of the rate for the weight class > 200 tons, to be multiplied with the shift fees:
 - 1 task: 2 hours
 - successive tasks: 4 hours per task and 2 hours for the last originally requested task.
2. On Saturdays, Sundays, and public holidays, four hours of wages shall be paid per task for the full crew of the floating derrick crane for that Saturday, Sunday, or official holiday, on top of the late cancellation fee.
3. When a task is rescheduled, a new date for the work will be set in consultation with the Port Authority.

Article 6. Responsibilities

The Port Authority is not liable for the damage incurred by a user through, during, or resulting from, the use of the floating derrick crane

- through the fault, even a grave error, of the Port Authority and/or;
- through the fault, even a serious or intentional error, of appointees or executive agents of the Antwerp Port Authority and/or;
- through defects of the floating derrick crane and its equipment, including machines, sling ropes, fasteners, or other equipment, except when the defect is the result of an intentional act on the part of the Port Authority or a serious error in the maintenance of the equipment involved;
- through delay, whatever the cause might be.

These exonerations also apply in case of actions of recovery instituted against the Antwerp Port Authority.

The user of the floating derrick crane waives the right to bring any claim against the appointees of the Antwerp Port Authority.

The user of the floating derrick crane indemnifies the Antwerp Port Authority, its appointees, and executive agents against all claims by third parties for reimbursement of damage caused by, during, or as the result of the use of the floating derrick crane, except in case of an intentional error on the part of the Port Authority. This indemnification obligation also applies to proceedings for recourse instituted against the Antwerp Port Authority.

The use of the floating derrick crane will reimburse the Antwerp Port Authority for all costs and damages incurred through, during or as the result of the use of the floating derrick crane, including damage to the floating derrick crane and its equipment, damage to port facilities and damage incurred by appointees or executive agents of the Antwerp Port Authority, except when, and to the extent that the damage is caused through the fault of the Antwerp Port Authority or its appointees or executive agents.

The user of the floating derrick crane is responsible for the crane and its equipment from the moment that the floating derrick crane is safely moored at the location where the work is to take place. In case it proves impossible to moor the floating derrick crane at the agreed time, the user's responsibility commences at the moment the floating derrick crane is presented at the location where the work is to take place.

The user's responsibility ends at the moment when the work is finished and the floating derrick crane has completed its final movement, returned to its position of rest and is able to safely leave the work location.

This responsibility is not interrupted by a relocation of the floating derrick crane during the execution of the work.

These provisions apply in full notwithstanding exonerations resulting from force majeure or external cause arising from the general law on obligations and without prejudice to the applicable national and international regulations regarding the limitation of liability.

For the purpose of these provisions, 'appointees' include, among others, the captain and crew of the floating derrick crane.

Article 7. Terms of Use

The Antwerp Port Authority at the requested time takes the floating derrick crane to the location indicated by the user.

If, for whatever reason, regarding which the Port Authority shall be the sole judge, the floating derrick crane is not made available to the user at the agreed time, the Port Authority shall bear no responsibility and the user has no right to seek recourse against the Port Authority due to work starting late or not at all.

The user shall ensure that the location where the floating derrick crane is to be moored is completely free of obstacles so the floating derrick crane can be moored there without any danger, difficulties or loss of time and can operate safely and unobstructed. If the floating derrick crane cannot immediately be moored at the work location, the user of the floating derrick crane shall reimburse the Port Authority for the resulting costs in accordance with the provisions of Article 12 in as far as these hours are not covered by the minimum fee due as set down in Article 11.

Once safely moored, the user shall vouch for the organisation of a 'Take five'.

In case the floating derrick crane must be relocated during the work, the user shall advise the captain of the floating derrick crane thereof well ahead of time. In the event that the relocation must be carried out by tugs, of which the Port Authority shall be the sole judge, the related costs will be charged to the user.

If necessary due to the weather conditions, the floating derrick crane can be towed to and from the worksite. The assistance of one or more tugs may also be required during operations. The Port Authority will separately invoice these towing costs to the user.

The floating derrick crane can also be towed on the Scheldt, the costs thereof are also charged to the user, who has to arrange for the necessary tugs, the type, and characteristics of which are subject to the approval of the Port Authority.

In case of work on the Scheldt, the Port Authority is authorised to immediately bring the floating derrick crane to safety when, as the result of weather conditions or other dangers, the Port Authority is of the opinion that a further stay on the Scheldt would entail unacceptable risks. In such a situation, the costs (including possible towing costs) remain at the expense of the user, who can claim no compensation whatsoever from the Port Authority for the consequences of the work interruption arising from its decision.

With the exception of the work interruptions mentioned in Article 9, work with the floating derrick crane must proceed steadily and without interruption, if not, the user can be denied further use of the floating derrick crane. In this case the Port Authority is under no obligation to pay compensation.

When they impede the crane's movements, goods, materials, or any other objects belonging to either the user or third parties must be removed from the crane's work area at the first request of the qualified personnel of the Port Authority. Failure to comply will lead to their immediate removal by virtue of the Port Authority's office at the expense, risk and danger of the owner or consignee. The provisions of the regulation regarding the utilization of quays and lean-tos in the port shall remain force with regard to what is thus moved by the Port Authority by virtue of its office.

The Port Authority is under no obligation to pay compensation for any damage caused to anything that was moved under these circumstances

The floating derrick crane is made available without sling ropes, fasteners, and other attachment equipment. Should the Port Authority make such attachment equipment available to the user, the use thereof will be entirely at his risk, and will therefore be fully liable for any damage to this equipment as well as any damage resulting from the use thereof.

The Port Authority shall determine the suitability of the examined equipment.

Article 8. Prohibitions

It is prohibited:

1. to use or move the floating derrick crane without the express permission of the Port Authority;
2. to use the floating derrick crane for any other than its intended purpose;
3. to assist the floating derrick crane by means of a second lifting apparatus. An exception to this prohibition can be made on condition of prior consent by the Port Authority;
4. to handle loads outside the crane operator's field of vision and in the absence of a pointer who can give the crane operator the necessary instructions;
5. to lift any load without the user having ascertained that this load is free on all sides and cannot meet any resistance due to friction or becoming stuck, as a result of which the load would exert a force on the crane greater than its mass;
6. to lift loads in an oblique direction;
7. to give loads a swinging movement so as to be able to lower them at a distance greater than the crane's range;
8. to set foot on the floating derrick crane without the express permission of its captain;
9. to use the floating derrick crane for handling loads heavier than its maximum operational load;
10. to soil or damage the floating derrick crane as well as its equipment by bilge or ballast water or in any other way. The Port Authority will charge the user for the costs of cleaning the floating derrick crane after use should this prove necessary.

Article 9. Supervision and Work Interruption

The general supervision of the work carried out with the floating derrick crane is entrusted to qualified Port Authority personnel.

This supervision is carried out in the general interest without any responsibility on the part of the Port Authority arising therefrom as regards any accidents or damage whatsoever that might occur as a result of the orders given.

The number of working hours is not affected by work interruptions arising from the client's working methods or organisation.

Should the Port Authority supervisors decide that the work with the floating derrick crane cannot be carried out without danger or hindrance, the user shall be obligated to stop work, even though the working time continues, until such time as the required precautionary measures have been implemented.

In the event that the imposed work interruption is the result of an acknowledged fault or acknowledged technical defect of the crane, the Port Authority will not be obligated to pay compensation to the user.

A deduction will be applied to the tariffs due per half hour of work interruption, in which every commenced half hour will be considered a full half hour.

Article 10. Application of Tariffs and Fees

The fees for the use of the floating derrick crane pursuant to the present regulation only apply to work within the port area, to the exclusion of salvage operations and/or assembly/disassembly work.

The fee due for the use of the floating derrick crane for loading and or unloading operations on sea-going and/or inland navigation vessels is determined on the basis of the tariffs listed in Article 16. Fees are charged on the basis of the maximum load handled during the uninterrupted usage duration, including the weight of sling ropes, fasteners, and attachment equipment, whether or not they belong to the floating derrick crane's equipment.

The use of equipment that cannot be considered to form part of the floating derrick crane's standard equipment, such as special pumps, compressors, power units, diving equipment and the like, takes place at the risk and expense of the user, who will be charged separately. Costs for any auxiliary equipment provided by the Port Authority (tugs, containers for lowering the shear legs and such) will be charged separately.

The user must also pay to the Port Authority the surcharges for shift work and overtime of the full crew of the floating derrick crane. These surcharges will be made available at the simple request of the user.

Article 11. Times and Navigation Hours

The fees charged for the use of the floating derrick crane pursuant to the present regulation are calculated from the moment at which the floating derrick crane is safely moored at the work site at the agreed time until the moment the work is finished and the floating derrick crane has

completed its final movement, returned to its position of rest and is able to safely leave the work location, this with the exception of the provisions stated in Article 12.

The floating derrick crane is made available for use at a fee for:

1. A minimum of 4 hours of work;
2. Consecutive hiring out per hour, with a 2-hour minimum at the start of a new task.

In case of work outside of the Dock Complex of the Right Bank, the duration of the movement from the time the floating derrick crane leaves the lock and enters the Scheldt until the moment the crane is safely moored at the work site and back, from the moment that the floating derrick crane is able to safely leave the work site until the moment that the floating derrick crane leaves the lock and enters the Dock Complex of the Right Bank, the user will be charged on the basis of an hourly rate as set down in Article 17.

As regards the navigation time to and from the work site within the Dock Complex of the Left Bank, the following principles apply:

- there is no charge for the navigation time to and from the work site within the Dock Complex of the Left Bank itself;
- the navigation time on the Scheldt, including the lockage time upon entering the Dock Complexes (left and right bank), will be charged in accordance with the provisions of Article 17.

The navigation time on the Scheldt, as set down above, will be reduced with the unused balance of the first 4 hours of handling time when the floating derrick crane is sailing without a load on the hook.

Article 12. Preparatory Work and Waiting Times

In case of preparatory work for, with or to the floating derrick crane is to be carried out outside of the charged working hours, for instance, preparing and placing attachment equipment specifically required for the job in question, and/or the positioning of the floating derrick crane at the work site, these hours will be charged on the basis of the tariff as set down in Article 18

The above also applies to possible waiting times prior to the start of work as stated, among others, in Article 7.

These hours will also be charged according to the above-mentioned tariff.

The work interruptions as mentioned in Article 9 are not considered waiting time, but rather working hours.

Article 13. Special Operations

For all salvage work, for the execution of assembly and/or disassembly operations, for all work outside the port area and for special projects, the usage tariffs will be determined by the executive committee on a case-by case basis, taking into consideration the nature and the circumstances of the work in question.

In such a case, in addition to the usage fee mentioned above, the user of the floating derrick crane will be charged for the travelling hours and travel expenses of Port Authority staff in case of work outside of the port area, to be determined by the Port Authority's executive committee, if the floating derrick crane has not returned to port within the time frame of a normal task of the crew.

In case the floating derrick crane is deployed outside of the port area, all possible costs for towing, and all port, lock, and canal fees due will be at the expense of the user.

If the floating derrick is used for salvage operations, for the execution of assembly and/or disassembly work as well as when the floating derrick crane is used outside of the port area, the Port Authority can compel the user to insure the floating derrick crane for any material damage and all immaterial consequential damage (such as loss of earnings) for amounts to be determined by the Port Authority.

In case the work in question requires the disassembly of the boom, the user is obligated to pay the disassembly and reassembly costs. Such work is only to be carried out if there is a proven need, and to the extent that it does not pose an impediment to other activities and priorities of the floating derrick crane. The Port Authority has sole discretion in these matters.

Article 14. Security

In case the work comprises multiple tasks and a work interruption occurs between these separate tasks (for instance, interrupted during the night, on Saturday, on Sunday or on a public holiday) and the floating derrick crane remains moored at the work site for the continuation of work after the interruption for the benefit of the same user, a fee will be charged for the security shift on the floating derrick crane.

When the floating derrick crane is made available at the work site ahead of the start of work, a possible security shift will also be at the user's expense.

This fee will comprise the actual hours worked by staff (including any possible surcharges for overtime and accidental night shifts) on the basis of hourly rates charged to third parties as determined by the Port Authority on an annual basis.

Article 15. Insurance

The Port Authority is holder of a valid insurance policy covering hull and average risks of the floating derrick crane. The policy includes a provision that the insurer or insurers in case of damage waive their possible right of recourse against the users, barring when a serious error, an intentional act or obvious improper use can be proved to have taken place at the behest of the users.

The floating derrick crane is insured to a maximum of amount of € 5.000.000,00 per instance, with a deductible excess of € 250.000,00. The insured amount is granted in first risk, i.e., without application of the proportionality principle.

In case of damage, the user remains fully responsible for the part of the damage that falls under the deductible excess and/or the part of the damage that exceeds the insured amount.

As a courtesy, the Port Authority provides an insurance through its broker (user coverage) that the user can appeal to.

In order to be able to guarantee this, the Port Authority may ask the user to present a document signed by the insurer or insurers as proof that an insurance for the deductible excess has been taken out.

This insurance in no way or form diminishes the user's responsibilities as described in Chapter 1, Article 6. The user shall, before the floating derrick crane is made available to him, present proof to the satisfaction of the Port Authority that he has in all cases fulfilled the obligation of Chapter 1, Article 6 of the present regulation and has taken out an appropriate insurance to this end. This proof must be drawn up or signed by the user's insurer or insurers. This insurance statement must include at least the following information:

- the minimum amounts or limits of the civil liability coverage;
- the confirmation that damage by the entrusted object (floating derrick crane) and to the entrusted object (floating derrick crane), as well as by and to lifted loads, floating equipment and others is covered.

Rates

Article 16. Tariffs and fees

The rates as mentioned in Article 10 are:

Weight class	Minimum rate (4 x hourly rate)	Hourly rate
< 200 tons	€ 6,777	€ 1,694
From 200 to < 400 tons	€ 8,993	€ 2,248
From 400 to < 600 tons	€ 11,727	€ 2,933
From 600 to < 800-tons	€ 14,596	€ 3,649

The tariffs as stated in Articles 16, 17 and 18 will be adjusted with a fuel price correction linked to the official gas oil rates.

The official rate is based on the date of 1 January 2009, at which time the gas oil price was € 351,70 per 1000 litres. Each time this price goes either up or down per € 20 bracket per 1000 litres, the base rate will be either lowered or raised by 0.50% per bracket.

The fuel price correction will be recalculated at the end of each quarter according to the evolution of the gas oil price in the previous three months and is then fixed for the next quarter.

Article 17. Navigation Time Fees

The navigation time fee mentioned in Articles 5 and 11 amounts to € 691 per hour, adjusted with a fuel corrected as stated in Article 16.

Article 18. Preparatory Work and Waiting Time Fees

The special fee for preparatory work as mentioned in Article 12 amounts to € 691 per hour.

Article 19. Admission Requirements Fees

The special fee mentioned in Article 2, regarding established facts in violation of the provisions amounts to € 111 per ton of the working load of the floating equipment used.

Article 20. Late Payments

Invoices pertaining to this regulation must be paid on the settlement date at the latest. The settlement date of the invoices is calculated on the bases of a 30-calendar day term of payment.

The invoices can be paid by giro into the Port Authority's bank account or by signing a domiciling or direct debit order authorising the Port Authority to effect payment. Information can be obtained from the treasury department via +32 (0)3 205 20 11.

In case of late payment, interest will be legally due without proof of default.

The interest will be calculated on the basis of the special legal interest rate as published in the Belgian Official Gazette.

Any costs incurred due to the exchange of foreign currencies into Euros, as well as any other costs, are the expense of the debtor.

Services may be temporarily suspended in case of non-payment of invoices of which the settlement date has expired.

The executive committee determines the implementation rules for the application of interests in the case of late payment, whereby limited, motivated deviations from the strict and verbatim application of the above-mentioned rules are possible.

In the event of a dispute, the courts of Antwerp shall have sole jurisdiction. Only Belgian law is applicable.

Final Provisions

Article 21. Force majeure

Cases of force majeure and unforeseen circumstances will be decided by the Port Authority's executive committee.

Article 22. Conditions of Admission Privately Owned Floating Cranes

Provisions regarding the use of privately owned floating cranes:

Acquiring special admission as described in Article 2 of Chapter 1 is subject to compliance with the following procedure and conditions and the payment of certain fees.

22.1 Procedure and conditions

- a) The admission must be granted either in writing or per email by the Director of Operations or his representative.
- b) Each granted admission is only valid for the specific period, the specific principal, and the specific vessel or vessels or task or tasks for which the admission was explicitly requested.
- c) The termination of work must at all times be reported by telephone to the rental office of the dredging company by the owner of the floating derrick crane or floating crane.
- d) After the termination of work, the owner of the floating derrick crane or floating crane must submit a record of the executed tasks, including the proof of admission, to the management of the floating crane department. This record, which is to be submitted no later than 10 calendar days after the completion of work, must state:
 - the date of each operation;
 - the location of each operation;
 - start and end times of each operation;
 - the names of the ships worked on or the nature of the executed work;
 - the number and weight of the handled loads;
 - The names of the ordering companies;
 - the amounts charged to the principal for the use of the crane (handling, towing fees, and VAT) must be listed separately.
- e) Prior to using his floating derrick crane or floating crane in the port, the owner shall ascertain whether the admission was indeed granted to him or his principal in order to avoid paying the special fee as set down in Article 18 of Chapter 2 regarding the use of the self-propelled 800-ton floating derrick crane 'Brabo'.

22.2 Fees

- a) The fees provided for in the Regulation on Inland Navigation must be paid for the privately owned floating derrick cranes or floating cranes.
- b) A recognition fee must be paid for the deployment of privately owned floating derrick cranes or floating cranes for which an admission was obtained

This recognition fee is fixed at 5% of the tariffs scale as determined by the Port Authority's executive committee (Article 16. Rates and Fees), which are adjusted to the same degree and on the same day as the rates of the floating cranes of the Port Authority.

No recognition fee is due when the floating derrick cranes or floating cranes are deployed for salvage operations, by order of the Port Authority itself or by order of another public administration (city, province, state); obtaining the above-mentioned admission remains obligatory.

- c) The owner of the privately owned floating derrick crane or floating crane may himself arrange for the towing of the derrick cranes or floating cranes in the port area, on condition that:
 - this movement is subject to payment of the towing fees as provided for in Article 2 of the Regulation on Towing Services;
 - the fees for privately owned tugs as provided for in the Regulation on Inland Navigation are paid.

Disputes

Article 23. Force Majeure, Unforeseen and Exceptional Circumstances

In the event of force majeure or of unforeseen and exceptional circumstances, a decision shall be taken by the Board of Management.

All previous decisions that contradict these Regulations shall no longer apply.