

2025

PRICES & CONDITIONS



PORT
ESBJERG

Port Esbjerg

Hulvejen 1
DK-6700 Esbjerg

Tel: +45 7612 4000

adm@portesbjerg.dk
www.portesbjerg.dk

Port Control

vagt@portesbjerg.dk

Accounts Department

invoice@portesbjerg.dk
(for invoices)

bogholderi@portesbjerg.dk
(for statements of account, etc.)

All prices and amounts are
stated excl. Danish VAT and
other public taxes and are
subject to change without
prior notice.

Reservations are made
for printing errors.

Applicable from: December 1st, 2024

1. PARTICULARS AND DOCUMENTATION.....	4
2. SHIP DUES.....	4
2.1 Ship Dues.....	4
2.2 Approved Lines.....	4
2.3 Rigs and Jack-up Vessels.....	4
2.4 Passenger Dues	5
2.5 Exemption from Ship Dues	5
3. COMMODITY DUES.....	5
3.1 Commodity Dues.....	5
3.2 Fish and Shellfish	5
3.3 Containers, Trailers and Other Units	6
3.4 Cars	6
3.5 Exemption from Commodity Dues	6
4. INFRASTRUCTURE DUES	6
4.1. Veterinary border control post	6
4.1 Infrastructure Dues – Rail Wagons.....	7
4.2 Infrastructure Dues – Mobile Cranes	7
5. LEASE OF PORT AREA.....	7
5.1 Lease Agreements - Land and water.....	7
5.2 Temporary Lease	7
5.2.1 Lease Rates	8
5.2.2 General Terms and Conditions for Storage of Goods, Etc.	8
5.2.3 Liability for Goods (including Containers and Material)	8
6. CRANE RENTAL.....	8
6.1 Crane Dues.....	8
6.1.1 Twin Lifts – Project Cargo.....	8
6.1.2 Crane Operator Dues.....	9
Breaks: 9	
Overtime and Standby.....	9
6.2 Minimum Dues.....	10
6.2.1 Relocation of Cranes	10
6.3 Booking.....	10
6.3.1 Fees.....	10
6.4 Liability	11
7. OTHER SERVICES.....	11
7.1 Supply of Electricity	11
7.1.1 Electricity Dues.....	11
7.1.2 Liability Regarding Supply of Electricity	12
7.2 Ship Waste Reception System.....	12
7.2.1 Notification of Waste	12
7.2.2 Waste Dues	12
7.2.3 Waste Management Fees	13
Dues (Waste Disposal Site and Receiving Facility)	13
External Suppliers/Contractors/Waste Recipients.....	13
7.2.4 Liability Regarding Waste	13
7.3 Other Assistance.....	13
8. TERMS OF PAYMENT	14
8.1 General Conditions.....	14
8.2 Due Dates for Payments	14
8.2.1 Lease Agreements - Land	14
8.2.2 Lease Agreements - Buildings.....	14
8.2.3 All Other Dues and Fees	14
9. LIMITATION OF LIABILITY	14

1. PARTICULARS AND DOCUMENTATION

The ship's payments to Port Esbjerg must be secured before departure in the form of a guarantee statement or other form of security.

Immediately upon departure, the master or the agent of the ship must submit the ship's manifest to Port Esbjerg for calculation of dues.

The master or the agent of the ship must also submit particulars regarding the ship, its passengers and cargo, including trailers, containers, etc.

The information must be submitted to Port Esbjerg using the forms available on www.portesbjerg.dk or via the Port's CustomerPort system.

2. SHIP DUES

All ships, vessels and other floating constructions are obliged to pay ship dues for the use of the Port of Esbjerg and the fairways leading to the Port. The obligation to pay ship dues lies with the ship. Ship dues are calculated on the basis of the ship's GT as stated in the ship's tonnage certificate. If the ship does not have a tonnage certificate, Port Esbjerg will estimate the ship's GT.

2.1 SHIP DUES

The shipowner can choose between paying ship dues per single call or as fixed monthly dues.

a. Single call, for each period of 7 calendar days. The Port will issue an invoice for a minimum of 500 GT per call	EUR 0.513/GT per call
b. Unlimited number of calls, monthly dues subject to prior written agreement. Payable in advance and for a minimum of 500 GT per call	EUR 1.277/GT per month

2.2 APPROVED LINES

Subject to prior approval by Port Esbjerg, lines in service with a minimum of 24 annual calls, public timetables and access for third party goods will receive a refund corresponding to 50 per cent of the ship dues paid (single call).

Subject to prior approval by Port Esbjerg, lines in service with a minimum of 48 annual calls, public timetables and access for third party goods will receive a refund corresponding to 75 per cent of the ship dues paid (single call).

Subject to prior approval by Port Esbjerg, Ro/Ro lines in service with a minimum of 24 annual calls, public timetables and access for third party goods will receive a refund corresponding to 90 per cent of the ship dues paid (single call).

Application for refund must be submitted to Port Esbjerg for one calendar year at a time and no later than on February 1st of the following year.

2.3 RIGS AND JACK-UP VESSELS

Special conditions apply for rig and jack-up vessel calls, and they require prior written approval by Port Esbjerg. Please contact Port Esbjerg's Port Control for further information.

2.4 PASSENGER DUES

All passengers embarking or disembarking within the port area are subject to passenger dues.

Passenger dues	EUR 0.216 per person
Passenger dues for ferries in service	EUR 0.216 per person
Passenger dues for other ferries, cruise ships	EUR 1.17 per person

2.5 EXEMPTION FROM SHIP DUES

Certain vessels are exempt from ship dues. The following exemptions apply:

- Vessels registered for fishery calling into the Port of Esbjerg to unload fresh fish. The exemption applies over a period of 7 consecutive calendar days. After this period of time, the vessel is subject to the ship dues specified in 2.1 above.
- Warships and training ships not carrying goods or passengers.
- Vessels calling at the Port solely to seek medical assistance or land patients, shipwrecked persons or deceased persons. The exemption applies for a period of 2 consecutive calendar days. After said period of time, the vessel is subject to ship dues specified in 2.1 above.
- Vessels carrying goods and materials for the exclusive use of the Port, and vessels used solely for construction and maintenance work carried out at the expense of Port Esbjerg.

3. COMMODITY DUES

Commodity dues apply to all commodities loaded, unloaded or in other way transferred at the Port of Esbjerg or the fairways leading to the Port.

The obligation to pay commodity dues is incumbent on the consignee, the consigner or the conveyor.

3.1 COMMODITY DUES

Other commodities than those listed below	EUR 2.28 per ton
Sand/stone/gravel and chippings	EUR 0.71 per ton
Barytes, drilling pipes, coated pipes	EUR 0.98 per ton
Grain, potatoes, fishmeal	EUR 1.37 per ton
Scrap metal, iron, metal, cement	EUR 1.37 per ton
Wood chips, biomass, waste and the like	EUR 1.37 per ton
Coal	EUR 1.95 per ton
Oil, gas and oil products (mineral)	EUR 2.46 per ton

3.2 FISH AND SHELLFISH

Fish and shellfish – manufactured or unmanufactured – unloaded from fishing vessels	1.92 % of the value when sold at first hand
---	---

The above commodity dues must be paid by the buyer (the auctioneer, the fish dealer, fish buyer), who must submit the basis of their calculation in writing to Port Esbjerg.

Upon request, the buyer is obliged to present a list specifying the purchases and the master of the fishing vessel is obliged to issue a written statement specifying the value and the weight of the cargo as well as information on the buyer.

3.3 CONTAINERS, TRAILERS AND OTHER UNITS

a1. Containers - length ≤ 45'	EUR 25.66 per unit
a2. Containers - length > 45'	EUR 51.30 per unit
b1. Trailers, shiptrailers, trucks with trailers, lorries with trailers, vans, lorries, military units, construction and agricultural machinery - length ≤ 18.75 m	EUR 25.66 per unit
b2. Trailers, shiptrailers, trucks with trailers, lorries with trailers, vans, lorries, military units, construction and agricultural machinery - length > 18.75 m	EUR 51.30 per unit
c. Non-registered vehicles, including cars, caravans and auto trailers	EUR 4.04 per unit
d. Empty containers and other empty transport units that are not shipped as commodities	EUR 1.70 per unit

3.4 CARS

Registered cars loaded or unloaded in the port area	EUR 1.11 per car
---	------------------

3.5 EXEMPTION FROM COMMODITY DUES

The following goods are exempt from commodity dues:

a. Goods for the exclusive use of the vessel
b. Goods and materials for the exclusive use of the Port

4. INFRASTRUCTURE DUES

4.1. VETERINARY BORDER CONTROL POST

The Port of Esbjerg is designated as a border control post for products of animal origin imported from countries outside the EU/third countries.

The operation of the border control post takes place in accordance with the Danish Veterinary and Food Administration's executive order concerning veterinary border control posts no. 1043 of 4 September 2015 and subsequent amendments.

For reservation of time and in case of questions concerning the importation of products of animal origin, please contact directly:

BCP Esbjerg
Zodiakvej 1, DK-6700 Esbjerg
Phone: +45 72 27 57 00
e-mail: BCP.Esbjerg@fvst.dk
www.fvst.dk

Port Esbjerg charges a facility fee for the use of the border control facility:

Facility fee per trailer, container, or wagon load	EUR 38.70 per unit
--	--------------------

4.1 INFRASTRUCTURE DUES – RAIL WAGONS

Rail wagons carrying goods to or from the Port of Esbjerg are charged as follows:

Infrastructure dues – rail wagons	EUR 43.92 per wagon
-----------------------------------	---------------------

Rail wagons carrying units to or from the Port of Esbjerg are charged by the unit.

Unit dues (containers, trailers, swap bodies etc.)	EUR 25.66 per unit
--	--------------------

Unit dues will not be charged for containers, trailers, swap bodies, etc. for which commodity dues are charged in connection with the loading/unloading of a ship.

Each month and no later than on the 5th day of the following month companies that handle rail wagons and/or units must report to the Port on transports made during the period. Based on the reports, Port Esbjerg will charge infrastructure and unit dues.

4.2 INFRASTRUCTURE DUES – MOBILE CRANES

Mobile cranes used for loading or unloading of ships at the Port of Esbjerg are subject to the following infrastructure dues:

Mobile crane, dues per commenced working day	EUR 213.30 per crane
--	----------------------

No later than 5 days after completion of a crane operation, the crane operator must submit a statement of the number of working days to Port Esbjerg.

5. LEASE OF PORT AREA

5.1 LEASE AGREEMENTS - LAND AND WATER

Terms and conditions of lease are specified in an individual agreement between Port Esbjerg and the lessee.

5.2 TEMPORARY LEASE

Please contact the Port's Port Control for information about temporary lease of port area.

5.2.1 LEASE RATES

The following lease rates apply:

Short-term lease per commenced month	EUR 2.56 per m ²
--------------------------------------	-----------------------------

The person or the company to whom an area is assigned shall be liable for payment of the lease.

5.2.2 GENERAL TERMS AND CONDITIONS FOR STORAGE OF GOODS, ETC.

The terms and conditions for the storage and the transshipment of goods are stipulated in Chapter IV of Executive Order no. 1146 of 25 November 2004 on Standard Regulations for the Maintenance of Order in Danish Ports.

5.2.3 LIABILITY FOR GOODS (INCLUDING CONTAINERS AND MATERIAL)

Port Esbjerg assumes no liability for goods (including full or empty containers and material) stored or placed in the port area, nor does Port Esbjerg assume any liability for any damage that stored goods/containers/material may cause a third party.

6. CRANE RENTAL

Port Esbjerg has a number of cranes available for rent. Please visit www.portesbjerg.dk for more information on the cranes.

6.1 CRANE DUES

The following dues apply for crane rental:

LHM 180, 64 tonnes	• < 10 tons	EUR 238.50 per hour
LHM 180, 64 tonnes	• Max. lift >10 tonnes and ≤40 tonnes	EUR 410.30 per hour
LHM 400, 110 tonnes	• Max. lift >80 tonnes and ≤110 tonnes	EUR 1,007.40 per hour
LHM 500, 150 tonnes	• Max. lift >110 tonnes and ≤150 tonnes	EUR 1,706 per hour
LHM 600, 280 tonnes	• Max. lift >150 tonnes and ≤200 tonnes	EUR 2,278 per hour
LHM 800, 308 tonnes	• Max. lift >200 tonnes and ≤250 tonnes	EUR 2,848 per hour
LHM 800, 308 tonnes	• Max. lift >250 tonnes and ≤308 tonnes	EUR 3,699 per hour

Work during breaks in overtime is subject to a surcharge equal to one crane operator hour plus the current overtime hourly rate.

6.1.1 TWIN LIFTS – PROJECT CARGO

Subject to prior agreement with Port Esbjerg, the Port's mobile cranes can be used for twin lifts within certain areas of the Port.

All twin lifts are regarded as project lifts and are subject to prior agreement with the Port. The capacities listed below serve as guidelines only.

The following dues apply for twin lifts:

Placement of two cranes and preparatory work		EUR 473.00 per time
LHM 400 and LHM 500	Max. lift 217 tonnes	EUR 3,100 per hour
LHM 600 and LHM 500	Max. lift 354 tonnes	EUR 4,274 per hour
LHM 800 and LHM 500	Max. lift 375 tonnes	EUR 4,916 per hour
LHM 800 and LHM 500	Max. lift 448 tonnes	EUR 6,292 per hour
LHM 800 and LHM 600	Max. lift 505 tonnes	EUR 6,688 per hour

6.1.2 CRANE OPERATOR DUES

The following dues apply for crane operators:

Normal working hours, work days 07:00 – 15:00	Included in crane dues
Overtime dues rate I	EUR 52.66 per hour
Overtime dues rate II	EUR 76.59 per hour
Additional crane operator, normal working hours	EUR 67.80 per hour
Planning	EUR 91.09 per hour

BREAKS:

Kl. 09:00 - 09:30

Kl. 12:00 - 12:30

Kl. 18:00 - 19:00

Kl. 00:00 - 01:00

OVERTIME AND STANDBY

Rate I applies from 15:00 till 18:00 on work days and for the first 3 hours of overtime between 07:00 and 12:00 on Saturdays.

Rate II applies from 18:00 till 07:00 on work days as well as on Saturdays, Sundays and public holidays.

For booking of work starting outside normal working hours (standby) a fee of EUR 164.40 per operator will be charged.

For booking of additional crane operator for operations during breaks outside normal working hours a standby fee plus minimum 4 hours at the relevant overtime dues rate will be charged.

6.2 MINIMUM DUES

The following minimum dues will be charged for each commenced hour:

Mobile port crane:	
LHM 180, 64 tonnes	Minimum EUR 379.30
LHM 400, 110 tonnes	Minimum EUR 954.80
LHM 500, 150 tonnes	Minimum EUR 954.80
LHM 600, 209 tonnes	Minimum EUR 954.80
LHM 800, 308 tonnes	Minimum EUR 954.80

6.2.1 RELOCATION OF CRANES

If a mobile crane has to be relocated from one part of the Port to another, eg. from Sønderhavn to Trafikhavn or from Sønderhavn to Tauruskaj, the minimum dues are EUR 937.60 for the LHM 180 crane and EUR 1,909 for the LHM 400, LHM 500 and the LHM 600 cranes.

If a mobile crane has to be relocated across multiple port sections, eg. from Østhavnen to Skippergade or Tampenkaj, the minimum dues are EUR 1,211 ifor the LHM 180 and EUR 2,593 for LHM 400.

When relocation of a crane has been announced, Port Esbjerg shall be entitled to claim compensation for any waiting time caused by goods, vehicles and the like blocking the crane's way from the person responsible for the delay. The compensation will correspond to the minimum dues for the crane in question.

If a late booking results in relocation of a crane outside normal working hours, the relocation shall be subject to the overtime dues stated in 6.1.2. above.

6.3 BOOKING

For booking or cancellation of cranes, please contact the Port's Crane Division, tel: +45 7612 4125 or email: kran@portesbjerg.dk.

Booking deadlines:

Booking of crane if the crane has to be relocated from one port section to another	No later than 07:00 on the previous work day
Booking of crane within one port section	No later than 11:00 on the previous work day
Booking of overtime on the same day	No later than 11:00
Booking of overtime on Saturdays, Sundays and public holidays	No later than 11:00 on the previous work day

6.3.1 FEES

The following fees apply to the booking of cranes:

Booking of work commencing outside normal working hours	EUR 164.40 per operator
Start-up fee (does not apply to liners, offshore supply vessels or minor operations)	EUR 211.30 per operator

Late booking in cases where the crane has to be moved from one port section to another	EUR 92.01
<ul style="list-style-type: none"> • Between 07:00 and 15:00 on the previous work day • Booking made later than 15:00 on the previous work day 	EUR 183.40
In cases where the crane has to be moved within a port section	EUR 92.01
<ul style="list-style-type: none"> • Between 12:00 and 15:00 on the previous work day • Later than 15:00 on the previous work day 	EUR 183.40
Change of starting time	EUR 0
<ul style="list-style-type: none"> • More than 24 hours prior to planned start • Between 2 og 24 hours prior to planned start • Less than 2 hours prior to planned start 	EUR 74.12 per hour per operator Lowest hourly rate for the crane
Cancellation	
<ul style="list-style-type: none"> • Later than 11:00 two days before 	EUR 959.70 per time

6.4 LIABILITY

Port Esbjerg is solely responsible for providing the crane and the crane operator.

This means that the hiring party is liable for any damage caused during the rental period. This applies to damage to persons and material, including the crane. Please see 9. below concerning Port Esbjerg's limitation of liability.

Port Esbjerg does not assume any liability to indemnify operating loss, loss of profits, waiting time for trucks, dockworkers, etc., loss of market share or any other indirect losses.

7. OTHER SERVICES

7.1 SUPPLY OF ELECTRICITY

The Port of Esbjerg offers connection to the electricity grid on the quay. For more information on the supply of electricity, please contact Port Esbjerg's Port Control.

7.1.1 ELECTRICITY DUES

The following dues apply to electricity supply:

Plug-in fee per commenced week	EUR 29.11/week
Plug-in fee per month, uninterrupted	EUR 57.17/month
Power consumption + electricity tax*	Variable, ongoing coverage
Power consumption, shore power for vessels	Variable, ongoing coverage

*) Information on the current electricity tax can be found at: <https://skat.dk/skat.aspx?oid=2061620>

7.1.2 LIABILITY REGARDING SUPPLY OF ELECTRICITY

Port Esbjerg offers plug-in facilities at the quay only. The Port assumes no liability for any additional protection that may be required pursuant to the Danish Electricity Supply Regulations or in case of power failure.

In case of storm surge warnings, the power to the quayside power points will be switched off. Port Esbjerg does not supply power cables from the quayside power points to the user and assumes no liability for the user's material.

The user is liable to pay for repair work, material, fuses, etc., in the case of damages and defects in the Port's equipment caused by the user.

7.2 SHIP WASTE RECEPTION SYSTEM

Port Esbjerg has set up a scheme for the reception of ship waste. Please see www.portesbjerg.dk for more information on the scheme.

Delivery of waste is possible within the Service Department's normal working hours. Normal working hours are Monday to Friday from 07:00 to 14:30.

7.2.1 NOTIFICATION OF WASTE

Vessels wishing to deliver waste at the Port of Esbjerg must notify Port Esbjerg hereof

- at least 24 hours prior to arrival, or as soon as the port of arrival is known, if this information is available less than 24 hours before arrival, or
- when leaving the last port if the voyage duration is less than 24 hours.

Notification is done by filling in the booking form available at www.portesbjerg.dk.

7.2.2 WASTE DUES

The No-Special-Fee principle (NSF) applies to the delivery of all types of ship-generated waste. Port Esbjerg's standard port dues (ship dues) include all costs for waste disposal as well as expenses for the establishment and operation of the reception scheme, cf. 7.2 above.

However, the Port will charge a separate fee in the following cases:

1. The quantity of waste exceeds the quantity that the vessel would, under normal circumstances, have generated since its last call at a port, considering the size and type of the vessel. This applies only to vessels subject to the notification obligation stated in section 12(1) of the Danish Executive Order no. 577 of May 2022.
2. The vessel wants to deliver waste outside the Port's normal working hours.
3. The vessel does not pay normal ship and commodity dues.
4. The notification is not given following section 12 of the Danish Executive Order no. 577 of 6th May 2022.
5. The vessel does not provide the necessary pumping capacity to deliver oily ship-generated waste.
6. The waste is cargo-related sewage or cargo-related waste covered by Marpol 73/78, Annex V.
7. If the waste is not sorted according to Marpol 73/78, Annex V, please refer to the port's website "Guidelines for Waste Reception."

For more information, please refer to Port Esbjerg's waste plan, which is available on www.portesbjerg.dk.

7.2.3 WASTE MANAGEMENT FEES

In cases, where the reception of ship waste is not exempt from dues, the vessel/agent will be charged as follows:

Small platform truck, tractor with crane/platform truck, tanker, road sweeper, lorry for container lifting	EUR 130.10 per hour
Service worker	EUR 67.80 per hour
Slop oil	EUR 101.37 per ton
Smoke purification waste/Scrubber waste, packed	EUR 498.10 per ton
Sewage	EUR 2.21 per m ³

Dues for other material:

Closed container, 18 m ³	EUR 2.21 per day
Setting up of closed container, 18 m ³	Hourly rate for lorry
Emptying of closed container, 18 m ³	EUR 102.20 per time
Container on wheels, 800 l	EUR 13.72 per month
Setting up of container on wheels	EUR 18.72 per time
Emptying of container on wheels, incl. dues	EUR 27.28 per time
Minimum dues for the removal of undeclared waste	EUR 409.10 per time

DUES (WASTE DISPOSAL SITE AND RECEIVING FACILITY)

The charges follow the current fees of the Municipality of Esbjerg for the type of waste in question.

EXTERNAL SUPPLIERS/CONTRACTORS/WASTE RECIPIENTS

If the vessel/agent does not settle accounts directly with the waste receiver, the Port of Esbjerg will charge an administration fee of 10% in addition to the costs.

7.2.4 LIABILITY REGARDING WASTE

The ship and the shipowner are liable for the consequences of any incorrect, misleading or missing information on the type, composition and quantity of the waste as well as any leakage caused by defective material or incorrect use of own material at delivery.

For further information, please refer to the Port's waste plan, which is available on www.portesbjerg.dk.

7.3 OTHER ASSISTANCE

The Port's employees can provide assistance for technical and practical tasks. The Port will settle such assistance based on the employee's time consumption. The tasks may only concern assistance on operations directly related to Port Esbjerg.

Port Esbjerg does not assume any advisory responsibility in relation hereto.

8. TERMS OF PAYMENT

8.1 GENERAL CONDITIONS

Before departure, all relevant dues must be paid to the Port of Esbjerg or in other ways secured.

If it can be substantiated that a ship has paid too much due to erroneous statements or incorrect declarations a refund can be arranged. In the case of erroneous statements, a handling fee of EUR 30.00 will be charged.

Application for refunds must be submitted to the Port of Esbjerg no later than 3 months from the invoice date.

8.2 DUE DATES FOR PAYMENTS

8.2.1 LEASE AGREEMENTS - LAND

Payments for the lease of land must be made within the time limit set out in the agreement between the lessee and the Port of Esbjerg.

Overdue payments will be charged with an interest rate (1.5% per calendar month commenced) from the due date. An administrative fee of EUR 15.00 will be charged per reminder.

8.2.2 LEASE AGREEMENTS - BUILDINGS

Payment for the lease of buildings must be made within the time limit set out in the agreement between the lessee and the Port of Esbjerg.

Overdue payments will be charged with an interest rate (the Nationalbank's lending rate + 8% points) from the due date. An administrative fee of EUR 15.00 will be charged per reminder.

8.2.3 ALL OTHER DUES AND FEES

All other dues and fees payable to the Port of Esbjerg must be paid within 20 days of the invoice date.

Overdue payment will be charged with an interest rate (the Nationalbank's lending rate + 8% points). An administrative fee of EUR 15.00 will be charged per reminder.

9. LIMITATION OF LIABILITY

If the Port of Esbjerg is held liable for any of the above conditions or otherwise deemed liable, the liability shall be limited as follows:

The indemnity shall be calculated according to the value of goods of the same kind at the time when the damage was established. The value of the goods shall be determined by their market price.

If no market price is available, the value shall be determined by the usual value of goods of the same kind and quality.

However, the indemnity shall never exceed SDR 666.67 per package or other unit of goods, or SDR 2 per kg gross weight of the damaged goods, depending on which amount is higher.

For containers and other similar units of transport and their content indemnity shall never exceed SDR 10,000.

The Port of Esbjerg does not assume any liability whatsoever to indemnify operating loss, loss of profit, waiting time for trucks, dockworkers etc. at the Port, loss of market share or any other indirect losses.

SDR is the unit of calculation referred to Section 152 in the Danish Maritime Act. The SDR shall be converted into Danish kroner at the exchange rate applicable on the day that the damage was established.