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# GENERAL TERMS AND CONDITIONS INCLUDING PORT TARIFFS

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**IMPORTANT NOTE:** In the event of any conflict or inconsistency between the English text and the Dutch text, as registered with the Rotterdam Chamber of Commerce, the Dutch text shall prevail.

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## § 1 GENERAL

### Article 1 Definitions

In these General Terms and Conditions for Port Dues, Inland Port Dues and the Waste fee on Sea-Going Vessels, and corresponding rate tables, which make up a part of these General Terms and Conditions, the following terms shall be defined as follows:

- a. Bunkering** the act of taking on fuel required by the Seagoing Vessel itself;
- b. Car carrier** a Seagoing Vessel intended and used for transport of cars, vans and/or trucks whether or not in combination with other rolling stock;
- c. Cargo** all merchandise and packaging materials, containers, trailers and self-buoyant cargo bins, loaded and discharged, towed or pushed by a Seagoing or Inland Vessel, expressed in Tons, with the exception of Restow and hand baggage of passengers, insofar as transported with the passengers on the same ship, as well as ballast, fuel, provisions and other necessities intended for use on the ship;
- d. Cargo ship** an Inland Vessel primarily intended or used for the transportation of goods;
- e. Client** the natural person or legal entity making use of the Port with a Vessel or purchasing other services from HbR NV, including the captain, the forwarding agent, the ship owner, the party using the ship, the agent and the party who as representative of the abovementioned persons has performed preparatory activities in respect of HbR NV in preparation for the aforementioned use or purchase of services;
- f. Container ship** a Seagoing Vessel intended and used exclusively for container transport by virtue of its construction and equipment;

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- g. Crude oil** unrefined petroleum and crude oils from bituminous minerals, as referred to under no. 27.09 of the combined nomenclature referred to in Article 1 of Regulation (EEC) no. 2658/87, Official Journal of the European Community no. L 256 of 7 September 1987, as subsequently revised;
  - h. Cruise ship** a Seagoing Vessel exclusively intended and used for the commercial transportation of passengers undertaking the trip for purposes of tourism, consisting principally of the sea journey itself;
  - i. Deadweight** the difference, expressed in Tons, between the freshwater displacement of the ship given the maximum permitted draught and that of the empty ship;
  - j. Dredger** a Seagoing or Inland Vessel exclusively intended and used for dredging;
  - k. Fishing boat** a Seagoing or Inland Vessel, exclusively intended or used for catching fish or other live resources at sea;
  - l. Gross Ton, GT** the unit of measurement for the gross content of a Seagoing Vessel as referred to in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaties journal 1979, no 122 and 194);
  - m. Harbour master** the harbour master of Rotterdam designated by the municipal executive, who is also the head of the Harbour master division of Havenbedrijf Rotterdam N.V. and State harbour master;
  - n. HbR NV** Havenbedrijf Rotterdam N.V.;
  - o. Hinterland** all inland destinations with no direct connection to open sea and which are located outside of a 25-kilometre radius calculated from the boundary of the Port area, as indicated on the map attached to these General Terms and Conditions as Annex 3;
  - p. Houseboat or commercial ship** a houseboat or commercial ship as defined in the municipality of Rotterdam's Regulation on Houseboats;

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- q. Inland Port area** the basins, sites, waters, quays, landing stages, mooring posts and other similar works or facilities belonging to HbR NV or the parties with which HbR NV has entered into a cooperation agreement for the calculation and collection of inland port dues. The Inland Port area is marked on the map appended to these General Terms and Conditions as Annex 3;
- r. Inland vessel** a Vessel exclusively intended or used for voyages on inland waterways;
- s. Passenger ship** an Inland Vessel primarily intended or used for the commercial transportation of persons;
- t. Pleasure craft** a non-commercially operated Seagoing or Inland Vessel primarily intended or used for recreational purposes;
- u. Port** the Sea Port and Inland Port area as shown as Annex 3 and 4 together.
- v. Restow** the temporary discharging of Cargo from a Seagoing Vessel in order to create space on board for discharging or loading of other Cargo, after which the temporarily discharged Cargo is loaded back onto the same Seagoing Vessel;
- w. Roll-on/Roll-off ship** a Seagoing Vessel principally intended and used for transporting Cargo, which is fully or partially loaded and discharged to and from the Vessel on wheels via a dedicated loading ramp that forms part of the permanent equipment of the Vessel;
- x. Ropax ship** a Seagoing Vessel principally intended and used for transporting both passengers and Roll-on/Roll-off Cargo and dispatched by a terminal that is also intended and used for passengers;
- y. Seagoing Vessel** any ship or Vessel used or intended for voyages at sea as defined in Article 1 (1) of the Shipping Act, as well as any ship or Vessel that, as a result of being dismantled or scheduled for dismantling, is no longer used for going to sea or has lost its designated use as such;

- z. Sea Port area** the basins, sites, waters, quays, landing stages, mooring posts, buoys and other similar works or facilities belonging to HbR NV or the parties with which HbR NV has entered into a cooperation agreement for the calculation and collection of port dues. The Sea Port area is marked on the map appended to these General Terms and Conditions as Annex 4;
- aa. Ship repair facility** a facility principally used for repairing Seagoing Vessels and provided with berths specially designed and used for that purpose;
- bb. Ton** a mass of 1,000 kg;
- cc. Towing out to sea** towing out to sea as defined in Article 1 (1) of the Shipping Act;
- dd. Tug** a Seagoing or Inland Vessel primarily intended or used for towing or pushing other Vessels;
- ee. Vessel** any floating body, not being a type of ship defined elsewhere in this article, that, on account of its buoyancy is intended or used for transportation by water or for carrying objects, whether or not such objects are part of the floating body;
- ff. Warship** a Seagoing Vessel deployed on behalf of the Royal Netherlands Navy or the navy of a foreign power, commanded by a naval officer and fully or partially manned by military personnel;
- gg. Waste fee** the contribution in the costs of the receipt, storage and disposal of ship-related waste as referred to in Article 6 of the Dutch Law for the Prevention of Pollution from Ships, that is due for the issue of ship-related waste containing oil (Annex I - MARPOL 73/78) and solid ship-related waste (Annex V - MARPOL 73/78).

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## Article 2 Applicability

**2.1** Unless otherwise agreed by the parties in writing, these General Terms and Conditions apply to the use of the Port area and/or the Inland Port area by the Client and to all agreements under which HbR NV renders services to the Client as well as to all offers and quotations of HbR NV.

**2.2** Insofar as not agreed otherwise explicitly and in writing, the Client waives the applicability of any of its own general terms and conditions, and HbR NV explicitly rejects the applicability of the Client's general terms and conditions.

**2.3** Amendments to and/or deviations from the provisions of these General Terms and Conditions will only be binding on HbR NV insofar as explicitly accepted by HbR NV in writing.

## Article 3 Conclusion of agreement; joint and several liability

**3.1** An agreement between HbR NV and the Client is concluded when (i) HbR NV has expressly accepted an order or an assignment from the Client in writing, (ii) when the Client provides a statement of information in accordance with Articles 9 and 23 of these General Terms and Conditions or (iii) as from the moment that the Client is actually utilising the services provided by HbR NV or (iv) as from the moment the Client is actually using the berthing facilities or other

facilities in the Port area or Inland Port area with a ship or Vessel.

**3.2** The various persons designated as the Client in Article 1(e) are considered to be joint and several debtors in respect of the fulfilment of all the Client's obligations towards HbR NV.

## Article 4 Performance of the services

**4.1** Services within the definition of these General Terms and Conditions do not include any activities performed by HbR NV and/or the Harbour master as part of their public tasks based on and regulated by public law, unless HbR NV performs these activities under the same legal terms and conditions as private economic entities.

**4.2** HbR NV is entitled to perform the services specified in these General Terms and Conditions as it sees fit.

**4.3** HbR NV will endeavour to perform the services to the best of its ability.

**4.4** If, in the opinion of HbR NV, circumstances so require, then in the performance of services HbR NV is entitled to make use of items other than those agreed or engage third parties, provided that this does not compromise the quality of the performance as a whole.

**4.5** The Client hereby accepts that circumstances as specified in Article 4.4



as well as unforeseen circumstances (including, but not limited to, a shortage of berths) may affect the agreed or expected time at which the services will be completed.

**4.6** The Client will at all times provide HbR NV with all information necessary for the proper performance and billing of the services in a timely manner, and will grant all cooperation thereto.

**4.7** Any time the Client fails to provide HbR NV with the necessary information or fails to do so in a timely manner, HbR NV will be entitled to suspend performance of the services.

## **§ 2 PORT DUES, BUOY, DOLPHIN AND PUBLIC QUAY DUES AND WASTE FEE FOR SEAGOING VESSELS**

### **§ 2.1 General**

#### **Article 5 Invoicing and payment**

**5.1** Port dues, buoy, dolphin and public quay dues and the Waste fee for Sea Going Vessels are invoiced by HbR NV to the Client with one combined invoice.

**5.2** The Client must pay the port dues to HbR NV after receiving the invoice and within eight calendar days of the invoice date by transferring the charged amount to the bank account of HbR NV indicated

on the invoice. Payment may also be made by means of a standard European direct debit or a Business SEPA direct debit. The invoice amount will then be debited with a value date of 14 days after the invoice date.

**5.3** Disputes between HbR NV and the Client do not entitle the Client to suspend payment.

#### **Article 6 Costs and interest**

If the Client fails to pay within the period specified in Article 5.2, the Client is in default by operation of law and HbR NV is entitled to charge the interest, as defined in Article 119a, Book 6, Dutch Civil Code, over the entire amount due as from the payment deadline. All (extra)judicial costs incurred by HbR NV in relation to the collection of the amount owed and not paid on time by the Client will be borne by the Client. These costs are fixed at 15% of the amount to be collected, unless HbR NV demonstrates that the actual costs it incurs are higher.

### **§ 2.2 Port dues**

#### **Article 7 Incurment of port dues**

**7.1** If the Client uses the Port with a Seagoing Vessel or purchases other services in this context from HbR NV, the Client will incur port dues, to be paid to HbR NV.

**7.2** The Client incurs the port dues upon commencement of the use of the berthing facilities or other Port facilities or the services performed by HbR NV in that regard.

## **Article 8 Rates of port dues**

**8.1** The port dues incurred by the Client are calculated in accordance with Annex 1 to these General Terms and Conditions.

**8.2** In the application of the rates for Seagoing Vessels only whole units of the content expressed in Gross Tons (GT) based on the International Tonnage Certificate (ITC) and Cargo expressed in metric Tons are included.

## **Article 9 Statement of data and particulars**

**9.1** No later than 72 hours after the Seagoing Vessel's departure from the Port, the Client must provide HbR NV with an electronic statement of the transshipment data and the various berths the Seagoing Vessel has occupied in the Port. The statement must be made through the web portal made available by HbR NV using the pre-filled form there provided. The form must be completed by the Client where necessary.

**9.2** If the Seagoing Vessel's call in the Port exceeds a period of two months, instantaneously after this period the Client must provide a statement of the

transshipment data and the various berths the Seagoing Vessel has occupied in the Port, in the way described in Article 9.1. The statement should apply to the full period prior to the moment the statement is made. For every month or part thereof that the Seagoing Vessel's call continues, the Client must provide to HbR NV continually and not later than the last day of each month a statement, in the way described in Article 9.1. If the Seagoing Vessel departs prior to a month's ending, the statement should be made on the day of departure.

**9.3** The Client must be able to demonstrate the Cargo Tonnage transferred. Immediately upon the request of HbR NV, the Client will grant HbR NV access to all documents containing transshipment data relevant to the payment and collection of the port dues, or provide HbR NV with copies of all relevant documents. If the Client fails to grant HbR NV full access to the documents and fails to provide copies, then the port dues will be calculated in accordance with the rate leading to the highest payment. In this case the Client will also be charged a 25% surcharge.

## **Article 10 Security**

Prior to the electronic statement as mentioned in Article 9.1, the Client must provide security in the form of a security deposit or bank guarantee. This requirement does not apply if Client

makes use of a standard European direct debit or a Business SEPA direct debit for the payment of port dues, as described in Article 5.2

### **Article 11 Absence of or incorrect statement**

**11.1** If the Client determines that due to an incorrect statement, he has paid either too little or too much, the Client must immediately notify HbR NV in writing. In that event the Client is obliged to enclose all documents evidencing the inaccuracy of the initial statement.

**11.2** If the Client determines that due to an incorrect statement, he has paid either too little or too much, the Client must immediately notify HbR NV in writing. In that event the Client is obliged to enclose all documents evidencing the inaccuracy of the initial and/or supplementary statement.

**11.3** If HbR NV determines that the Client paid too little or too much, then the amount will be settled by a credit note.

**11.4** If HbR NV determines that the Client has paid too little, due to an incorrect statement, the Client will owe the amount of the difference plus a surcharge of 25% of the difference. This surcharge will not be owed if the Client has notified HbR NV in writing no later than three weeks after the date of invoice that the statement was incorrect.

**11.5** The right to restitution of overpayments expires three months after the date of invoice, unless HbR NV has received, prior to that date, notification from the Client as referred to in Article 11.2, stating that the Client has paid too much.

### **Article 12 Discounts**

**12.1** The Client is entitled to discounts on port dues according to the conditions set out in paragraph 1.4 of Annex 1 to these general terms and conditions. Discounts can never amount to a sum higher than the total port dues that would be incurred without any discounts.

**12.2** HbR NV has the right to request the Client to submit an independent auditor's report that proves the accuracy and completeness of the request for discount. The independent auditor's report is submitted ultimately within a period of two months after the request of HbR NV. The Client is no longer entitled to discount if he fails to submit the independent auditor's report in time.

**12.3** If the Client is entitled to a discount that is not part of the statement of data and particulars mentioned in Article 9, the Client must submit a request by email for discount ultimately on March 31st following the year to which the right to discount relates. After that date, the right to a discount expires. The Client is no longer entitled to discount if he fails to submit the request in time.

**12.4** A request for discount is documented with all the appropriate documents and data that are relevant for HbR NV to validate the request. If the data deviates from the data of HbR NV, the latter are decisive to determine the amount of discount.

**12.5** For the determination of Deepsea transhipment discount and the Feeder transhipment discount (§1.4, Annex 1) HbR NV uses the data in the Port Community System. When requesting a discount, the Client is considered to consent for the provision of these data to HbR NV.

### Article 13 Exemptions

Port dues are not charged for use of the Port by:

- a.** Tugs that operate for assisting ships in the Port, pusher tugs, work & repair vessels and sheerleg pontoons;
- b.** a Seagoing Vessel for a period not exceeding four months, only if and insofar the sole purpose of the call at the Port is for docking or to allow repairs to be carried out at a Ship Repair Facility and provided that HbR NV receives prior written notification of both the start and end times of the docking or repair work;
- c.** a Seagoing Vessel for a period not exceeding seven calendar days, only if and insofar the sole purpose of the call at the Port is to prepare the vessel for its maiden voyage and/or to perform an initial test voyage following construction, or for the purpose of disembarking sick persons or casualties, provided that:
  - 1.** the call at the Port and the associated services do not last longer than strictly necessary;
  - 2.** HbR NV has received prior written notification of the intended call at the Port and
  - 3.** HbR NV is notified in writing of the completion of the activities immediately upon completion;
- d.** a Seagoing Vessel for a period not exceeding seven calendar days, only if and insofar the call at the Port relate solely to cleaning the ship's Cargo holds and/or engine room, including degassing the ship, at or by an appropriately equipped and licensed facility or company;
- e.** a Warship, provided that any Cargo is handled solely by military personnel;
- f.** a Seagoing Vessel calling at the Port exclusively for Bunkering, only if and insofar the Vessel is in transit between the Port and the Hinterland and provided that the vessel stays in the Port for no more than 4 hours.

### Article 14 Invoicing of port dues

Port dues are calculated and invoiced on the basis of the statement referred to in Article 9.

### Article 15 Calculation of port dues

**15.1** For the purpose of calculating and collecting port dues the Port is regarded as a single entity.

**15.2** To determine the duration of the visit, the use of the Port is deemed to be

uninterrupted if the Seagoing Vessel:

- a. a seagoing oil/products/LNG or chemical tanker has only left the Port, on the instructions of the Harbour Master and after electronic notification to HbR NV, for a period of no more than 48 hours in order to wait for a berth to become available, to degas or to carry out cleaning operations, insofar as no other port was visited during the stay offshore. In order to make use of this arrangement, the Client must notify HbR NV, Harbour Dues Department, in advance;
- b. in case of an oiltanker, has only left the Port after having discharged Crude oil for a period not exceeding 72 hours, on the instructions of or for the Harbour master, and after electronic notice to HbR NV (havengelden@portofrotterdam.com), for the purposes of degassing or cleaning the ship, only and insofar as no other Port is called while at sea.

## § 2.3 Buoy, dolphin and public quay dues

### Article 16 Incurrence of buoy, dolphin and public quay dues

**16.1** If the Client makes use of buoy arrays, dolphin constructions or public quays in the Port area, then the Client will incur quay, buoy and dolphin dues for that use.

**16.2** The buoy, dolphin and public quay dues will be calculated based on the

corresponding rates as set out in Annex 1, which annex is attached to these General Terms and Conditions.

**16.3** The provisions of Articles 9, 11 and 14 of these General Terms and Conditions apply accordingly to the buoy, dolphin and public quay dues.

**16.4** Only after prior permission from the Harbour Master and HbR NV is it allowed for ships other than Seagoing vessels to make use of buoy tension or piling constructions. In that case, paragraphs 1 up to and including 3 of this Article shall apply *mutatis mutandis* to the ship concerned.

## § 2.4 Waste fee for Seagoing Vessels

### Article 17 Incurrence of Waste fee

**17.1** If the Client makes use of the Port with a Seagoing Vessel, the Client will incur a Waste fee, whether or not waste is actually issued.

**17.2** Waste fee is incurred at the moment specified in Article 7.2 of these General Terms and Conditions.

### Article 18 Rates for Waste fee

The Waste fee for Seagoing Vessels incurred by the Client is calculated based on the rates for waste fee as set out in the Waste fee rate table in Annex 1 to these General Terms and Conditions.

## Article 19 Reporting of information

**19.1** The Client must report to HbR NV, and specifically to the Harbour master, all information relevant for the determination of the Waste fee incurred, within the following periods:

- a.** at least 24 hours prior to arrival, but no later than upon entry into the Dutch territorial waters;
- b.** if the moment of departure is within 24 hours before arrival in the Port and the place of departure is in The Netherlands, no later than the moment of departure.

**19.2** Immediately upon the request of HbR NV, the Client must allow inspection of, or provide copies of, all documents relevant to the invoicing and payment of the Waste fee. If the Client refuses to allow inspection of or to provide copies, the Waste fee will be calculated in accordance with the rate that will lead to the highest possible amount of payment. In that event, the Client also incurs an additional surcharge of 25% of that amount.

## Article 20 Exemptions

No Waste fee will be charged for the use of the Port by:

- a.** Vessels for which an exemption under Article 35a of the Prevention of Pollution from Ships Act has been granted from the provisions by or pursuant to Articles 6a, 12a or 12b of that Act;
- b.** ships equipped or used commercially for sporting or leisure purposes and

capable of transporting no more than 12 passengers;

- c.** Fishing boats;
- d.** Dredgers and survey Vessels;
- e.** ships for which no port dues are incurred on the basis of Article 13.1 sub-paragraphs a and f of these General Terms and Conditions.

## § 3 INLAND PORT DUES

### Article 21 Payment of inland port dues

**21.1** If a Client with an Inland Vessel, Passenger ship, Tug, pusher tug, work & repair vessel, sheerleg pontoon, Fishing boat, Dredgers or other Vessel uses the Inland Port area or procures other services in relation thereto from HbR NV, the Client owes inland port dues to HbR NV.

**21.2** The Client is required to pay the inland port dues upon commencement of the use of the berthing facilities or other Inland Port area facilities or the services performed by HbR NV in relation thereto. The date of commencement counts as a full day.

### Article 22 Rates of inland port dues

The inland port dues incurred by the Client are calculated in accordance with the calculations set out in Annex 1, which annex is attached to these General Terms and Conditions.

## Article 23 Statement of data and particulars

Within 18 calendar days after commencement of the call within the Inland Port area, the Client must state to HbR NV, electronically, all data and particulars required for the determination of the amount of inland port dues owed. The electronic statement of data and particulars must be made through the web portal inland port dues made available by HbR NV. If the Client has a subscription per year or quarter for inland port dues, the statement must be done before the call.

## Article 24 Absence of or incorrect statement

**24.1** If the Client fails to submit the statement in accordance with Article 23.1, the inland port dues will be calculated according to the rate leading to the highest possible payment amount. In that case, the Client will also owe a surcharge of 25% over this amount or € 25, whichever is greater.

**24.2** If the Client determines that due to an incorrect statement, he has paid either too little or too much, the Client must immediately notify HbR NV in writing. In that event the Client is obliged to enclose all documents evidencing the inaccuracy of the statement.

**24.3** If HbR NV determines that the Client paid too little or too much, then the amount will be settled either by an invoice/credit note or via the next

collective invoice, at HbR NV's discretion.

**24.4** The right to restitution over overpayments expires three months after the date of invoice, unless HbR NV has received, prior to that date, notification from The Client as referred to in Article 24.2, stating that The Client has paid too much.

## Article 25 Exemptions

Inland port dues are not incurred for calls to the Inland Port area by:

- a. a Vessel or ship for which sea port dues are already owed or have been paid;
- b. an Inland Vessel for a period not exceeding two months, only if and insofar the sole purpose of the call at the Inland Port area is for docking or the performance of repairs at a Ship Repair Facility and provided that HbR NV receives prior written notification of both the time of commencement and the time of completion of the docking or repair work;
- c. an Inland Vessel for a period not exceeding two months, only if and insofar the sole purpose of the call at the Inland Port area is to prepare the Vessel for its maiden voyage and/or to perform an initial trial voyage following construction, change in crew, adjustment compasses or for the purposes of disembarking sick persons or casualties, provided that:
  1. the call does not last longer than strictly necessary and

2. HbR NV has received prior written notification of the intended call.
- d. a hospital ship;
  - e. a Houseboat or Commercial Ship;
  - f. a Pleasure Craft used by an institution referred to in Article 6.33(b), Income Tax Act 2001;
  - g. a Pleasure Craft where the visit to the Inland Port area does not exceed a period of two weeks, provided that if the use of the Inland Port area exceeds that period, for the application of the rate of inland port dues the term will be deemed to commence from the start of that period.

## Article 26 Invoicing and payment

**26.1** The Client must pay the inland port dues to HbR NV after receiving the invoice and within thirty calendar days of the invoice date by transferring the charged amount to the bank account of HbR NV indicated on the invoice. Payment can also take place by direct debit. The debit will take place within 30 calendar days. Yearly subscriptions can also be paid in 6 terms by direct debit, at Clients discretion.

**26.2** If the Client fails to provide the required statement or fails to do so on time, the Client must pay the inland port dues owed, as calculated in accordance with Article 16.2, within 7 days of the invoice date by transferring the charged amount to the bank account of HbR NV indicated on the invoice.

**26.3** Disputes between HbR NV and the

Client do not entitle the Client to suspend payment.

## Article 27 Costs and interest

If the Client fails to pay within the period specified in Article 26.1 or 26.2, the Client is in default by operation of law and HbR NV is entitled to charge the interest, as defined in Article 119a, Book 6, Dutch Civil Code, over the entire amount due as from the payment deadline. All extrajudicial costs incurred by HbR NV in relation to the collection of the amount owed and not paid on time by the Client will be borne by the Client. These costs are fixed at 15% of the amount to be collected, unless HbR NV demonstrates that the actual costs it incurs are higher.

## Article 28 Calculation of inland port dues

**28.1** For the purposes of calculating and collecting inland port dues, the various ports and basins within the Inland Port area will be deemed to be a single port.

**28.2** If an Inland Vessel makes use of the berthing facilities or other facilities and/or services provided by HbR NV within the Inland Port area more than once within the period for which the Client already paid inland port dues, then the point in time referred to in Article 21.2 will be regarded as the first time that these facilities and/or services in the Inland Port area are used.

**28.3** If the use of the berthing facilities



or other facilities and/or services provided by HbR NV in the Inland Port area are continued after expiry of the period of time for which inland port dues were paid, the Client owes new inland port dues and the Client must provide a new statement to HbR NV in accordance with the provisions of Article 23.1.

**28.4** Article 28.3 does not apply if the use of the Port is terminated prior to 12 noon on the day following the last day of the paid period.

### Article 29 Refund

**29.1** If inland port dues are paid for a one-year period and the use of the Port terminates demonstrable and with good reason prior to expiry of this term, then at the written and well-founded request of the Client, the amount overpaid will be refunded. The amount of refund will be calculated by rounding the remaining period to the nearest whole month.

**29.2** The written and well-founded request as referred to in Article 29.1 must have been received by HbR NV no later than three months prior to expiry of the one-year period, failing which the Client forfeits all rights.

## § 4 OTHER GENERAL PROVISIONS

### Article 30 Berths

Access to the Port does not imply that the Client may also claim a berth. HbR NV or the Harbour master is at all times authorised to refuse to provide a berth for any reason.

### Article 31 Rates and VAT

**31.1** All rates are exclusive of VAT.

**31.2** If a vessel qualifies based on the conditions for applying the 0% VAT rate have been met, as set out in Table II, section a.3 and b.1 of the Dutch Turnover Tax Act. If a vessel does not qualify than the general VAT rate applies.

**31.3** HbR NV applies the VAT rate of 0% on all invoices port dues, inland port dues and waste fees. By way of payment of our invoice the Client declares that the conditions for applying the 0% VAT rate, as set out in Table II, section a.3 and b.1 of the Dutch Turnover Tax Act.

**31.4** If the conditions as set out are not met, Client should inform us hereon upfront, before giving a electronic statement as mentioned in article 9, by sending an e-mail to [havengelden@portofrotterdam.com](mailto:havengelden@portofrotterdam.com). An invoice including the general VAT rate will be applied.

**31.5** If it appears that the vessel does not qualify for the VAT rate of 0% have been taken into account unfounded, the VAT rate of 21% will be invoiced to Client and paid to the Dutch tax authorities. This invoice will also include legal tax interest and penalties, if any.

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## Article 32 Pollution

**32.1** Client is obliged to clear a pollution which was caused by him or by a third party called in by him immediately and completely, or to have it cleared immediately and completely by one or more experts, at the expense and risk of the Client. Only in consultation with and with express consent of the Harbour master and/or of persons called in by the Harbour master, is to be decided which party/parties will be called in and which measures will be taken.

**32.2** If Client fails to fulfill its obligations as stated above in Article 32.1, fails to fulfill them on time, fails to fulfill them completely or fails to fulfill them adequately, HbR NV has the right to clear the pollution, or to have it cleared, at the expense and risk of the Client. All costs made and damages suffered by HbR NV in connection with the clearance, must be paid to HbR NV by the Client immediately upon reminder, plus a surcharge of 15% or € 5,000, whichever is the greater, as a contribution towards the stand by costs of having a clearance Vessel and crew stand by.

## Article 33 Liability

**33.1** The liability of HbR NV that may arise in relation to any activity by HbR NV or a person covered by the liability of HbR NV by law will under no circumstances exceed the amount paid to HbR NV by the insurer of HbR NV.

**33.2** HbR NV's liability for activities

performed by HbR NV and/or the Harbour master as part of their public tasks based on and regulated by public law, as defined in Article 4.1 is excluded.

**33.3** If for any reason whatsoever HbR NV's insurer does not effect payment to HbR NV or if the damages are not covered by HbR NV's insurance, HbR NV's liability will never exceed an amount of € 500 per damages incident/event. A series of connected damages incidents/events will be deemed as a single damages incident/event.

**33.4** The provisions set forth in this Article do not apply if and insofar as the damage is due to gross negligence or intent of HbR NV.

**33.5** All liability of HbR NV for loss of profit, reduced revenue and/or turnover, time delay and any other indirect and/or consequential loss is expressly excluded.

## Article 34 Force Majeure

**34.1** If HbR NV fails in the fulfilment of any obligation towards the Client, this failure cannot be imputed to HbR NV, and consequently HbR NV is not in default, if HbR NV's fulfilment of that obligation is impeded or rendered impossible by foreseeable or unforeseeable circumstances beyond the control of HbR NV. Such circumstances include but are not limited to: war, terrorism, occupation, governmental measures of any nature, natural disasters, fire, explosion, extreme weather,

blockades, strikes, shortage of berthing facilities and any other circumstances not reasonably foreseeable by HbR NV and beyond the control of HbR NV.

**34.2** In the event of force majeure, HbR NV is entitled to suspend fulfilment of its obligations until such time that the situation of force majeure no longer impedes fulfilment. In the event that the situation of force majeure lasts longer than one month, then HbR NV and the Client are each entitled to fully or partially dissolve the agreement without being obliged to pay any damages.

### **Article 35 Indemnification**

The Client indemnifies HbR NV against claims on any basis whatsoever brought by third parties alleging to have suffered damages through the use of the Port and/or Inland Port area or through the services provided by HbR NV to the Client.

### **Article 36 Suspension and dissolution**

**36.1** If the Client remains in default of any obligation towards HbR NV, as well as in the event of bankruptcy, suspension of payments or cessation of the Client's business, HbR NV is entitled to, without judicial intervention and without incurring any compensation to be paid to the Client, either suspend the services, in whole or in part, for a temporary period or permanently, or dissolve the agreement in question in reference to all or part of the as yet unfulfilled portion of the agreement, at HbR's discretion, this by

means of a written declaration. The foregoing is without prejudice to the other rights accruing to HbR NV.

**36.2** In the event of dissolution of the agreement on the grounds stated in Article 36.1, all claims held by HbR NV become immediately exigible in full.

### **Article 37 Removal of Seagoing Vessel and/or Inland Vessel**

If the Client fails to fulfil its obligations or fails to fulfil them on time, HbR NV has the right to remove the Seagoing Vessel and/or Inland Vessel, or to have the Vessel(s) removed, at the expense and risk of the Client.

### **Article 38 Applicable law and disputes**

**38.1** The legal relation between HbR NV and the Client is governed by Dutch law, to the exclusion of all other laws.

**38.2** The competent court in the district of Rotterdam will have in first instance exclusive competence over any disputes that may arise in connection with these General Terms and Conditions. Only a Client that qualifies as a natural person not acting in the course of a professional practice or business, as stipulated in Article 6:236 of the Dutch Civil Code, or a Client that is otherwise deemed to be covered by that article, has the option to choose for a settlement of the dispute by the court with jurisdiction pursuant by law if this choice is made within one month after HbR NV appeals to the present clause.

**38.3** In the case of any dispute between HbR NV and a Client that has his domicile (or legal residence) outside of The Netherlands, the Client will be deemed to have appointed as process agent the (shipping) agent that, according to his notification to the Harbour Coordination Centre, represented the Client at the moment that the conflict arose. The previous does not apply if the Client, stating the actual address, has informed HbR NV in writing that a different process agent has been appointed.

### **Article 39 Nullity of one or more provisions**

**39.1** The nullity of any provision set forth in the agreement or in these General Terms and Conditions has no effect on the other provisions of the agreement

and these General Terms and Conditions.

**39.2** If and insofar as any provision set forth in the agreement or in these General Terms and Conditions should be deemed to be unreasonably onerous, unacceptable or invalid under the given circumstances, then that provision will be replaced by a provision applicable between the parties that, taking all circumstances into account, will be acceptable and approach the scope of the provision deemed non-applicable under the circumstances.

### **Article 40 Changing terms and rates**

HbR NV may unilaterally amend these General Terms and Conditions, including the rates included therein and in Annex 1, at any time.

## **Havenbedrijf Rotterdam N.V.**

**A.S. Castelein, CEO**

**V.D.I.V. de Leeuw, CFO**

**B. Siemons, COO**



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## **ANNEX 1: PORT TARIFFS**

### **§ 1 Rates for Port Dues**

#### **§ 1.1 Definitions**

##### **Scheduled Service**

A Seagoing Vessel is sailing in Scheduled Service when all of the following conditions are met:

- The Seagoing Vessel sails in accordance with the timetable submitted by the Client to HbR NV, port tariffs department. This timetable must be announced 28 days before arrival, and the Seagoing Vessel must call in at least one port abroad in addition to the Port area. The timetable will show the last port called at and the next port to be called at after calling at the Port area.
- The Seagoing Vessel is deemed to be a common carrier. This means that the Seagoing Vessel transports Cargo for multiple principals. Whether the Seagoing Vessel is actually transporting common Cargo will be verified based on the transported Cargo packages.
- The Seagoing Vessel loads and/or discharges only general Cargo, Roll-on/Roll-off Cargo and/or containers.

##### **Shortsea/Feeder Service**

A Seagoing Vessel is sailing in Shortsea/Feeder Service when all of the following conditions are met:

- The Seagoing Vessel sails on a Scheduled Service.
- The Seagoing Vessel's sailing area is limited to Europe, the Mediterranean Sea area, the Black Sea area, Morocco, the Canary Islands, Madeira and the Cape Verde Islands.

##### **Deepsea Service**

A Seagoing Vessel is sailing in Deepsea Service when all of the following conditions are met:

- The Seagoing Vessel sails on a Scheduled Service.
- The Seagoing Vessel's sailing area is not limited to Europe, the Mediterranean Sea area, the Black Sea area, Morocco, the Canary Islands, Madeira and the Cape Verde Islands.

#### **§ 1.2 Rates**

##### **Basic principles**

- When special rates (§ 1.3 of Annex 1) do not apply, port dues will be calculated per

- type of Seagoing Vessel in accordance with the under mentioned steps and tables.
- An amount equal to 0.35% is included in the GT tariff and Cargo tariff and is raised by Port of Rotterdam on behalf of Deltalinqs and the Association of Rotterdam Shipbrokers and Agents for representation of its members and for social projects for seafarers in the Rotterdam Port.
  - When more than 80% of the loaded and/or discharged Cargo consists of containers, general Cargo ships not sailing in Scheduled Service are dealt with as if they were Container ships not sailing in Scheduled Service. When more than 80% of the loaded and/or discharged Cargo consists of dry bulk, general Cargo ships are dealt with as if they were bulk carriers. When more than 80% of the loaded and/or discharged Cargo consists of other general Cargo, bulk carriers are dealt with as if they were general Cargo ships not sailing in Scheduled Service.
  - The 'first type of Cargo that needs to be paid' – as mentioned below in step 3 – is primarily regarded to be the transhipped Cargo that corresponds with the type of ship (e.g. Crude oil in case of an oil-/product tanker or coal in case of a bulk carrier). If more corresponding types of Cargo are being transhipped (e.g. coal and ore in case of a bulk carrier) the 'first type of Cargo that needs to be paid' is regarded to be the type of Cargo with the highest Cargo tariff. If only non-corresponding types of Cargo are being transhipped the 'first type of Cargo that needs to be paid' is regarded to be the type of Cargo with the highest Cargo tariff. If both corresponding and non-corresponding types of Cargo are being transhipped the 'first type of Cargo that needs to be paid' is regarded to be the corresponding type of Cargo with the highest Cargo tariff.

## Steps\*

- Step 1** Determine the applicable type of ship and switch percentage with the use of table 1.
- Step 2** Calculate the port dues related to the GT-size of the ship with the use of table 1 (GT-size × GT-tariff).
- Step 3** Calculate the maximum port dues related to the Cargo by multiplying the GT-size, the switch percentage of table 1 and the Cargo tariff of table 2 that corresponds with the 'first type of Cargo that needs to be paid' (GT-size × switch percentage × Cargo tariff).\*\*
- Step 4** Calculate with the use of table 2 per type of transhipped Cargo the port dues related to the transhipped quantity in Tons (transhipped quantity × Cargo tariff).
- Step 5** Determine the amount on port dues owed to HbR NV by adding the result of step 2 with the lowest result of step 3 and 4.

\* To clarify the working of the fore mentioned steps a few examples have been set out in Annex 2. Although these examples have been put together with the utmost accuracy, no rights can be derived from it.

\*\* If no switch percentage is applicable to the type of ship concerned, step 3 is not applicable and step 5 exists of adding the result of step 2 with the result of step 4.

**TABLE 1 'PORT DUES GROSS TONNAGE'**

Ltr.	Type of ship	Switch percentage	GT tariff
A	Oil-/product tankers	133.639	0.320
B	LNG tankers	133.700	0.330
C	Chemical/gas tankers	133.700	0.320
D	Bulk carriers	133.700	0.320
E	Container ships in Deepsea Service	n.a.	0.255
F	Container ships in Shortsea/Feeder Service	50.300	0.188
G	Container ships not in Scheduled Service	133.700	0.320
H	General Cargo ships in Deepsea Service	61.900	0.311
I	General Cargo ships in Shortsea/Feeder Service	50.300	0.190
J	General Cargo ships not in Scheduled Service	133.700	0.323
	General Cargo ships not in Scheduled Service > 20.000 GT	n.a.	0.323
K	Car carriers, Ropax- and Roll-on/Roll-off ships in Scheduled Service	67.600	0.096
L	Car carriers, Ropax- and Roll-on/Roll-off ships not in Scheduled Service	67.600	0.142
M	Cruise ships	n.a.	0.118
N	Offshore ships	133.700	0.320
O	Other Vessels/Seagoing Vessels	133.700	0.320

**TABLE 2 'PORT DUES CARGO VOLUME'**

No.	Type of Cargo	Cargo tariff
01	Agribulk	0.521
02	Iron ore and scrap	0.521
03	Coal	0.521
04	Other dry bulk	0.521
05	Crude oil	0.674
06	Mineral oilproducts (including petcokes)	0.521
07	Other liquid bulk	0.521
08	Roll-on/Roll-off	0.480
09	Containers (including flats)	0.538
	-Shortsea/Feeder Service	0.480
	-Deepsea Service	0.510
10	Other general Cargo	0.526
	-Shortsea/Feeder Service	0.486
	-Deepsea Service	0.496
11	LNG	0.538
12	Biomass	0.521



### § 1.3 Special rates

When the special rates of this paragraph apply, port dues will only be calculated by multiplying the GT-size by the applicable tariff of the Schedule 'Special rates' and will not be based on the calculations mentioned in paragraph 1.2.

#### A Clearance rate

This rate applies when a Seagoing Vessel arriving from or departing to the Hinterland visits the Port for outward or inward clearance only, and in addition, all the following conditions are met:

- The Seagoing Vessel must choose one of the following berths: in Rotterdam, the Parkkade or the Lloydskade, and in Dordrecht, the Handelskade or the Tweede Merwedehaven;
- The stay is limited to a maximum of 12 hours.

#### B Lay up rate

This rate applies when a Seagoing Vessel visits the Port for a period exceeding two months and will take effect from the day that the total stay of the ship overrides a period of two months. The lay up rate applies per month or part thereof.

#### C Bunkering rate

This rate applies when the stay of the Seagoing Vessel is limited to a maximum of 48 hours and the visit is solely used for Bunkering purposes.

#### D Hinterland rate

This rate applies when a Seagoing Vessel arriving from or departing to the Hinterland visits the Port for the performance of transfer activities, so long as this rate is requested at the same time as the statement of Port Dues as referred to in Article 7 of these General Terms and Conditions.

TABLE 3 'SPECIAL RATES'

Ltr.	Description of rates	GT tariff
A	Clearance	0.082
B	Lay up – Offshore Vessels	0.500
	Lay up – Other Vessels/Seagoing Vessels	1.016
C	Bunkering	0.095
D	Hinterland	0.387

## §1.4 Discounts

The following discounts apply:

- A Second call discount**
- B Environmental Ship Index discount**
- C Green Award discount**
- D Quantum discount**
- E Transhipment discount**
- F Agribulk discount**

Discounts are applied by method of 'discount on discount' i.e. on the sum of the port dues calculated in accordance with paragraph 1.2 and discounts already applied.

### **A Second call discount for Seagoing Vessels in Deepsea Service**

A Seagoing Vessel in Deepsea Service makes a second call when it visits the Port for the second time within one voyage. These ships are eligible to the discounts set out in the table hereunder. This discount only applies to the port dues related to the GT-size of the Seagoing Vessel.

Type of ship	Discount (in %)
General Cargo ships	50
Container ships	50
Car carriers and Roll-on/Roll-off ships	50

### **B Environmental Ship Index discount**

Seagoing Vessels that score 31.0 points or more on the Environmental Ship Index (ESI), as administrated by the International Association of Ports and Harbors (IAPH) (and consultable via <https://www.environmentalshipindex.org>) qualify for a 10% discount on the port dues related to the GT-size. The discount only applies to the first 20 calls per single ship per quarter. If the Vessel also has an individual ESI-NOx score of 31.0 points or more the discount will be doubled. If the ESI-score is adjusted by the IAPH to below 31.0 points or the Vessel obtains an inactive status, all paid out ESI-discounts have to be repaid. Repayment is settled through a corrective invoice.

### **C Green Award discount**

LNG tankers, Chemicals/Gas tankers and Oil/Product tankers provided with a Green Award Certificate qualify for a 15% discount on the port dues related to the GT-size.

## D Quantum discount

### D1 Quantum discount for Seagoing Vessels in Shortsea/Feeder service

Seagoing Vessels in Shortsea/Feeder service are eligible to the discounts set out in the table hereunder.

Volume* $\geq$ (x 1,000)	Volume* < (x 1,000)	Discount (in %)
138	689	5.0
689	1,380	8.0
1,380	2,069	10.0
2,069	3,449	14.0
3,449	5,522	18.0
5,522	-	21.0

\* volume in Tons of Cargo and discount per Client per year

### D2 Quantum discount Roll-on/Roll-off ships in Scheduled Service and Ropax ships

Roll-on/Roll-off ships in Scheduled Service and Ropax ships are eligible to the discounts set out in the table hereunder.

Volume* $\geq$ (x 1,000)	Volume* < (x 1,000)	Discount (in %)
138	689	5.0
689	1,380	8.0
1,380	2,069	10.0
2,069	3,449	14.0
3,449	5,522	18.0
5,522	-	21.0

\* volume in Tons of Cargo and discount per Client per year

### D3 Quantum discount for Container ships in Deepsea Service

Container ships in Deepsea Service are eligible to the discounts set out in the table hereunder.

Volume* $\geq$ (x 1,000)	Volume* < (x 1,000)	Discount (in %)
300	897	6.0
897	1,496	9.0
1,496	2,094	12.0
2,094	2,989	14.0
2,989	4,184	16.0
4,184	5,381	19.0
5,381	-	22.0

\* volume in Tons of Cargo and discount per Client per year

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## **E Transhipment discount**

### **E1 Deepsea transhipment discount**

Loaded containers that have been transhipped in the Port from or to a Seagoing Vessel in Deepsea Service are eligible to a discount of € 3.50 per container, only and insofar these containers have the status 'Sea-in/Sea-out' in the Portbase register. This discount is only granted to the Container operator that has paid port dues directly to HbR NV and cannot exceed the net amount of port dues paid by that operator in the corresponding year. The discount will be paid out retroactively and only upon written request in accordance with Article 12.3 of these general terms and condition.

For the application of the Deepsea transhipment discount the term Container operator means: the natural or legal entity directly providing containers to third parties for the maritime transportation of goods either on its own Seagoing Vessel in Deepsea Service or those of third parties.

### **E2 Feeder transhipment discount**

Loaded containers that have been transhipped in the Port from or to a Seagoing Vessel in Shortsea/Feeder Service are eligible to a discount of € 2.50 per container, only and insofar these containers have the status 'Sea-in/Sea-out' in the Portbase register.

This discount is only granted to the Client that has paid port dues directly to HbR NV and cannot exceed the net amount of port dues paid by that Client in the corresponding year. The discount will be paid out retroactively and only upon written request.

## F Agribulk discount

Seagoing Vessels with a GT of 10,000 or more discharging and/or loading agribulk are eligible for the frequency discount as mentioned in the table placed hereunder for the percentage of the port dues already paid that relates to the discharged and/or loaded agribulk. The discount is granted to the charterer afterwards upon request.

To determine the agribulk discount the number of calls per year that can be ascribed to the charterer are taken into account. The number of calls is therefore not based on the individual Seagoing Vessel. The appropriate charter parties or similar documents must be added to the request.

Calls per year	Discount (in %)	Applicable calls
1 - 5	-	-
6 - 10	10,0	1 - 10
11 - 20	10,0	1 - 10
	15,0	11 - 20
21 - 50	10,0	1 - 10
	15,0	11 - 20
	20,0	21 - 50
51 - >	10,0	1 - 10
	15,0	11 - 20
	20,0	21 - 50
	25,0	51 - >

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## § 2 Rates for buoy, dolphin and public quay dues

### § 2.1 Tariffs for the use of buoys and dolphins

Buoy or dolphin berth dues are owed to the Port of Rotterdam Authority for the use of public buoy berths and dolphin structures. Buoy or dolphin dues are calculated based on a rate of € 3.36 per vessel metre or part thereof (overall length) per twenty-four hour period or part thereof.

Costs for all clusters are paid according to actual use with the exception of cluster 3. In this cluster the payment is calculated based on the booked time (ETA + ETD) or the actual adjusted times (ATA/ATD). The basic principle is that the calculation will be based on the longest stay period.

Dolphin dues are not owed by offshore vessels when using special offshore locations. A separate 'offshore' regulation with separate rates applies to these; these are agreed individually with the Client.

#### **Cancellations**

The cancellation of a booking within cluster 1 is free of charge if this is made 12 hours prior to ETA. After this period, the buoy or dolphin dues are owed over the entire original booking period.

The cancellation of a booking within cluster 2 is free of charge if this is made 12 hours prior to ETA. After this period, the buoy or dolphin dues are owed over the entire original booking period.

If a booking in cluster 3 is cancelled, the dolphin dues are owed over the entire booking period.

#### **No Show**

If the vessel does not arrive and has not sent advance written notification, and the ETD has expired, a 'no-show' surcharge will be calculated at 100% of the buoy and dolphin rate. The entire original booking period will be charged.

#### **Late departure of the vessel**

If the Port of Rotterdam Authority or third parties incur damage as a result of a late departure - i.e. departure after the maximum period of use booked including downtime - the party which booked the buoy/pole (i.e. the shipbroker or the shipping agent on behalf of the shipowner) must compensate the Port of Rotterdam Authority or the third party concerned for such damage. The damage to be compensated shall not affect the fact that the Client shall also owe buoy/pole dues for the additional period of use.

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### **Bollard pull**

When dolphins 84, 90 or 91 are used to determine bollard pull, a rate of € 1,250 per half day will be charged to the client. This includes the dues owed for the dolphin berth.

Further information regarding the booking conditions can be found on the following website:  
<https://www.portofrotterdam.com/en/sea-shipping/buoys-and-dolphins/king-30>

### **Cluster description**

- **Cluster 1:** <200 metres Waalhaven buoy 20-21-23-25
- Europoort dolphins 78-79-79B-81O-81W-82O-82W-83O-83W Botlek buoy 50-51-52-61
- Dordrecht buoy 1- 2- 3- 4- 5
- **Cluster 2:** Buoys XL Botlek and Waalhaven (dolphins 66, buoy 26-27-29-34-62)
- **Cluster 3:** Large dolphins Maasvlakte and Europoort (dolphins 80-81-82-83-84-90-91)

## **§ 2.2 Rates for public quay dues**

Quay dues are owed to HbR NV for the use of public quays. For the determination of the quay dues, HbR NV applies a rate of € 3.36 per metre or part thereof of the ship (overall length) per twenty-four hour period or part thereof.

## § 3 Rates for waste fee

### § 3.1 Rates

In the Port, the waste fee is based on a fixed amount per ship and a variable amount depending on the BT size of the ship, with a maximum as mentioned in the table placed hereunder.

Fixed amount (€)	Rate per BT (€)	Maximum (€)
200.00	0.02	800.00

### § 3.2 Discount

For all Seagoing Vessels which, according to a declaration from the company / owner only ever use gasoline, diesel or LNG (Liquefied Natural Gas) as fuel for main propulsion, a discount of 50% on the above mentioned rates applies. After such declaration has been accepted by HbR NV, it is taken into account in the pre-filled form to be used for the statement of data and particulars referred to in Article 9 of these General Terms and Conditions. When no fuel type is known to HbR NV, the pre-filled form will be based on the use of heavy fuel oil or intermediate fuel oil and the ship will not qualify for a discount.

If the pre-filled form does not mention a type of fuel that entitles the Client for a discount, and the Client deems this information incorrect, a correction can only be made by means of a declaration from the company or owner as mentioned above. The discount will then apply as of the first arrival of the ship after the statement has been accepted. Discounts are not applied retroactively.

As to the remainder, the conditions and the corresponding fees for the disposal of waste are applicable as laid down in the Port Waste Plan for the Port of Rotterdam-Rijnmond region. This plan can be consulted (in Dutch) via <https://www.portofrotterdam.com/en/legislation-and-regulations/ships-waste>.

### § 3.3 Exceptions

The exemption as referred to in Article 20 under a. of these General Terms and Conditions can be obtained from the Minister of Infrastructure and Environment. The exemption only can be requested at the Environment and Transport Inspectorate (ILT).



## § 4 Rates for inland port dues

### § 4.1 Basic tariffs

The inland port dues will be calculated per type of Vessel with the use of the table printed below by multiplying the applicable tariff by the applicable unit (a or b).

Period	Cargo ships (b*)	Passenger ships and Tugs (a*)	Other vessels (a*)
7 days	0.098	0.098	0.098
14 days	0.180	0.180	0.180
1 month	-	-	0.269
1 calendar quarter	1.000	1.000	0.669
1 calendar year	3.436	3.436	2.377

(a) Rate per m<sup>2</sup> surface area

(b) Rate per Deadweight

\* VAT included

### § 4.2 Raises & Discounts

Vessels are classified in the following categories of types of Vessel. Depending on the applicable category either a raise or a discount on the basic tariff will be applied. Raises are used for the funding of the Stimulation Program for cleaner Inland Vessels and transferred by HbR NV to the Expertise- en InnovatieCentrum Binnenvaart (EICB). HbR NV automatically classifies every Vessel into category 1. If this classification is not correct, the Client needs to apply for a different classification by filling out an application form that can be downloaded exclusively from

[www.portofrotterdam.com/en/shipping/port-dues/inland-port-dues/](http://www.portofrotterdam.com/en/shipping/port-dues/inland-port-dues/).

No.	Omschrijving scheepstypen	Opslag/Korting
1	Vessels with propulsion engines that do not meet the CCR2* emission standard.	+10%
2	Vessels with propulsion engines that do meet the CCR2* emission standard.	n.a.
3	Vessels with a Green Award certificate that at least meet the CCR2* emission standard and have a score lower than 400 points for the propulsion engines.	-15%
4	Vessels with propulsion engines that are at least 60% cleaner than the CCR2* emission standard and/or Vessels with a Green Award certificate issued later than 17 June 2014 with a score of 400 points or more for the propulsion engines.	-30%
5	Vessels without propulsion engines / Barges.	n.a.
6	Vessels with Platinum Label and with Green Award certificate.	-100%

\*van PM en NOx

For more information, see [www.greenaward.org](http://www.greenaward.org)

## ANNEX 2: EXAMPLES

To clarify the working of the fore mentioned steps a few examples have been set out here below. Although these examples have been put together with the utmost accuracy, no rights can be derived from it.

### STEPS

- Step 1** Determine the applicable type of ship and switch percentage with the use of table 1.
- Step 2** Calculate the port dues related to the GT-size of the ship with the use of table 1 (GT-size × GT-tariff).
- Step 3** Calculate the maximum port dues related to the Cargo by multiplying the GT-size, the switch percentage of table 1 and the Cargo tariff of table 2 that corresponds with the 'first type of Cargo that needs to be paid' (GT-size × switch percentage × Cargo tariff).
- Step 4** Calculate with the use of table 2 per type of transhipped Cargo the port dues related to the transhipped quantity in Tons (transhipped quantity × Cargo tariff).
- Step 5** Determine the amount on port dues owed to HbR NV by adding the result of step 2 with the lowest result of step 3 and 4.

In the examples mentioned below possible applicable discounts are not taken into account

### Example 1

Ship, sailing in *Shortsea/Feeder Service* with a GT of **3,412 GT** and transhipped *Containers (09)* of **3,201 Ton**

<b>Step 1</b>	Type of vessel is <i>General Cargo ship</i> . The switch percentage is 50.3%	
<b>Step 2</b>	GT-size 3,412 × GT-tariff € 0.190	<b>€ 648.28</b>
<b>Step 3</b>	Maximum port dues related to the Cargo <i>Containers (09)</i> GT 3,412 × 50.3% × € 0.480	<b>€ 823.79</b>
<b>Step 4</b>	3,201 ton <i>Containers (09)</i> × € 0.480	<b>€ 1,536.48</b>
<b>Step 5</b>	Amount Step 2	€ 648.28
	Amount Step 3 or 4 (lowest result)	€ 823.79

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<b>Payable dues</b>	€ 648.28 + € 823.79	<b>€ 1,472.07</b>
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## Example 2

Ship, not sailing in Scheduled Service with a GT of **23.240 GT**  
and transhipped *Other Liquid Bulk (07)* of **4.000 Ton**  
and transhipped *Crude Oil (05)* of **18.000 Ton**

<b>Step 1</b>	Type of vessel is <i>chemical/gas tanker</i> . The switch percentage is 133.7%	
<b>Step 2</b>	GT-size 23,240 × GT-tariff € 0.320	<b>€ 7,436.80</b>
<b>Step 3</b>	Maximum port dues related to the Cargo ( <i>Other Liquid Bulk</i> ) GT 23,240 × 133,7% × € 0.521	<b>€ 16,188.45</b>
<hr/>		
<b>Step 4</b>	4,000 ton <i>Other Liquid Bulk (07)</i> × € 0.521 18,000 ton <i>Crude Oil (05)</i> × € 0.674	<b>€ 2,084.00</b> <b>€ 12,132.00</b>
<hr/>		
<b>Subtotal</b>		<b>€ 14,216.00</b>
<b>Step 5</b>	Amount Step 2 Amount Step 3 or 4 (lowest result)	€ 7,436.80 € 14,216.00
<b>Payable dues</b>	€ 7,436.80 + € 14,216.00	<b>€ 21,652.80</b>

## Example 3

Ship, sailing in *Deepsea Service* with a GT of **75.246 GT**  
and transhipped *Containers (09)* of **39,000 Ton**

<b>Step 1</b>	Type of vessel is Container ship. The switch percentage is not applicable	
<b>Step 2</b>	GT-size 75,246 × GT-tariff € 0.255	<b>€ 19,187.73</b>
<b>Step 3</b>	Not applicable	
<b>Step 4</b>	39,000 ton <i>Containers (09)</i> × € 0.510	<b>€ 19,890.00</b>
<b>Step 5</b>	Amount Step 2 Amount Step 4	€ 19,187.73 € 19,890.00
<b>Payable dues</b>	€ 19,187.73 + € 19,890.00	<b>€ 39,077.73</b>

# ANNEX 3: INLAND PORT AREA



inland port area



# ANNEX 4: SEA PORT AREA



● buoys & dolphins

■ port area



## APPENDIX GENERAL INFORMATION

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### PORT OF ROTTERDAM AUTHORITY

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#### Havenbedrijf Rotterdam N.V.

World Port Center, Wilhelminakade 909  
3072 AP Rotterdam

**T** +31 10 252 1010

**I** [www.portofrotterdam.com](http://www.portofrotterdam.com)

#### Harbour Coordination Center

**T** +31 10 252 1000

#### Transport & Environmental Safety

**T** +31 10 252 2455

#### Department Port Tariffs

**T** +31 10 252 1523

**E** [havengelden@portofrotterdam.com](mailto:havengelden@portofrotterdam.com)

#### Waste fee

**T** +31 10 252 1882

### MISCELLANEOUS

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#### Emergency services

**T** +31 112

#### Customs Division Rotterdam

**T** General +31 800 0143

**T** VTS +31 88 153 1865

#### Association of Rotterdam Shipbrokers and Agents

**T** +31 10 402 0397

#### Police Headquarters Rotterdam

**T** +31 900 8844

#### Port Hospital

**T** +31 10 404 3300

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### COLOPHON

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- **Published by** Havenbedrijf Rotterdam N.V., P.O.Box 622, 3002 AP Rotterdam, The Netherlands
- **Production** Dept. Port Tariffs, Havenbedrijf Rotterdam N.V.
- **Design** Dept. Facilities, Havenbedrijf Rotterdam N.V.
- **Photography** Havenbedrijf Rotterdam N.V.