

Procedures relating to the booking of berthing facilities in the Rotterdam port area provided by the Port of Rotterdam Authority.

The use of berthing facilities is subject to the General Conditions for sea port dues, inland port dues and waste levy on sea-going vessels of the Port of Rotterdam Authority. This document describes the procedures for booking a berth.

Definitions

For the purposes of this document, berths are defined as the public buoy spans, dolphin structures, jetties and quays in one of the following three clusters:

- <u>Cluster 1:</u> <200 metres Waalhaven buoys/dolphins 20-21-23-25 <200 metres Botlek buoys/dolphins 50-51-52-61 -Botlek jetty 12 • <200 metres Europoort dolphins 78-79-79B-81W-81O-82W-82O-83W-83O • >200 metres Dordrecht buoys 1- 2- 3- 4
- <u>Cluster 2:</u> Buoys XL Waalhaven and Botlek (buoys 26-27-29-34 and buoy 62 dolphins 66)
- <u>Cluster 3:</u> Large dolphins Maasvlakte and Europoort (dolphins 80-81-82-83-84-90-91)

<u>Commercial clusters:</u> Third-party berths. Each party has its own cluster.

The abbreviations ETA and ETD are used for 'Estimated Time of Arrival' and 'Estimated Time of Departure' respectively. In this document, the term 'downtime' refers to the additional time that is added to the specified ETD in the system for a possible extension of the period of use.

LNG

Where possible, bunkering and/or throughput of LNG will be given priority at dolphin 83 or at other locations, where necessary. Please inform us of this at least 48 hours in advance via king@portofrotterdam.com

Offshore

Requests for offshore vessels have priority at dolphin 84 where possible. Please inform us of this at least 48 hours in advance via king@portofrotterdam.com

Booking

- (1) A berth is booked by the ship's agent via the online booking system KING.
- (2) The booking is made with the name of the vessel that will use the berth.

Commercial clusters

Deviating conditions apply to these berths in respect of the deadlines, period of use, financial conditions, changes and cancellations. These conditions are set out in both the availability checker in KING and the booking confirmation for the cluster in question. The Port of Rotterdam Authority expressly rejects any liability in respect of the correctness of and amendments to the conditions and bookings made by the owner of a commercial cluster.

Deadlines and period of use

The following deadlines apply for booking a berth:

- (a) for berths in cluster 1: no later than seven days prior to ETA;
- (b) for berths in cluster 2: no later than fourteen days prior to ETA;
- (c) for berths in cluster 3:
 - (c1) no deadline applies if the booking is made for the purpose of transhipment;
 - (c2) at least 48 hours before ETA for other activities;
 - (c3) Dolphin 90 is an exception, with no deadline for transhipment or other activities.

The maximum period of use that can be booked is:

- (a) for berths in cluster 1: 6 x 24 hours plus downtime of up to 24 hours;
- (b) for berths in cluster 2: 7 x 24 hours plus downtime of up to 72 hours;
- (c) for berths in cluster 3: 5 x 24 hours plus downtime of up to 48 hours.

Downtime is only granted in the event of a booking of 24 hours. The aforementioned maximum downtime will be shortened if there is an overlap with previous booking. Changes in ETA and ETD must fit within the booked period of use including downtime. It is not permitted to use a berth after expiry of this period. If there is a risk that the period of use will be exceeded, the Shipping Desk should be contacted immediately.

Booking system (KING)

- (1) The booking with the name of the vessel is public and can be viewed by third parties in the public online booking diary.
- (2) The berths designated as Buoys 50, 51, 61, 62 and 66 are subject to a separate procedure; for these berths, a request for booking can be made via KING. The requested berth will be shown as blocked in the booking diary during the processing of the request. Within 24 hours of submitting the request, the applicant will receive notification as to whether the booking has been accepted or rejected.
- (3) A request for booking one or more berths in the commercial clusters can be made in KING. While the booking is being handled and processed, the berth applied for will be shown as blocked in the booking calendar. The berth owner will evaluate and decide on this booking. The applicant will be told whether his booking for the berth in question has been accepted or rejected. The Port of Rotterdam Authority has no influence over the berth owner's decision and cannot be held liable for this in any way.

Changes by ship's agent

- (1) Changes or cancellations must be communicated via the online booking system (KING).
- (2) In the event the ETA or ETD change, communicating this change is mandatory.
- (3) When changing a booking, it is not allowed to move the ETA back more than 48 hours. If this 48-hour period is exceeded, the Shipping Desk must be contacted immediately.
- (4) An ETD can be changed separately. The time by which it may be changed is equal to the assigned downtime.
- (5) In the event the booked period is not (fully) used or is cancelled, the Port of Rotterdam Authority is entitled to assign the berth to a third party.

Financial conditions

- (1) Buoys and dolphin dues are payable for the use of the buoys or dolphins.
- (2) Costs for all clusters are settled according to actual usage with the exception of cluster3. Where the longest times are counted reserved time + any deviating times
- (3) When cancelling a booking, the buoy or dolphin dues for the entire reserved period are due.
- (4) If a vessel does not show up, without prior notice, and upon expiry of the ETD, there will be a 'no show' surcharge of 100% of the buoy and/or dolphin rate.

The rates for buoy and dolphin dues and the terms of payment are determined in accordance with the general terms and conditions of the Port of Rotterdam Authority's sea port and inland port tariffs and waste levy for sea-going vessels (GTC) and the information from the booking.

Use of data

All data related to a booking via KING booking system may be used by the Port of Rotterdam Authority for its own internal business purposes and will not be shared with third parties, unless as explicitly stated here below.

The Port of Rotterdam Authority may however share specific limited booking data (limited to: berth, name vessel, ETA and ETD) to third parties. This limited set of booking data may be made available by the Port of Rotterdam Authority to users of the booking calendar which is publicly accessible for all visitors on the Port of Rotterdam Authority's public website and may also be made available by the Port of Rotterdam Authority to third parties in the logistic chain via an application programming interface (API) or otherwise.

Access to the system

HbR is entitled to deny the agency access to KING for an indefinite period of time

- if it is suspected that an improper booking is being made;
- in case there is a breach of regulations.

Disclaimer

Although we will do everything in our power to guarantee the uninterrupted availability of the KING online booking system and ensure that users are provided with correct information, we cannot completely rule out possible hitches or malfunctions in the system.

The Port of Rotterdam Authority is unable to guarantee that the booking system will function without issues or interruptions at all times.

The Port of Rotterdam Authority explicitly disclaims any liability with regard to the accuracy and completeness of the provided information and the unimpeded use of the booking system.