

GENERAL TERMS AND CONDITIONS INCLUDING PORT TARIFFS



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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 Seagoing 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. Barge** an Inland vessel intended for the transportation of goods and constructed or particularly suited to be pushed without its own mechanical means of propulsion; types of lighters are a cargo barge and a tanker barge;
- b. Bunkering** the act of taking on fuel required by the Seagoing Vessel itself;
- c. 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;
- d. 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;
- e. Cargo ship** an Inland Vessel primarily intended or used for the transportation of goods and constructed to sail autonomously by its own mechanical means of propulsion; types of cargo ships include powered cargo ships, powered tankers, and tankers;
- f. 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 above-mentioned persons has performed preparatory activities in respect of HbR NV in preparation for the aforementioned use or purchase of services;

- g. Container ship** a Seagoing Vessel intended and used exclusively for container transport by virtue of its construction and equipment;
- h. 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;
- i. 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;
- j. Deadweight** the difference, expressed in Tons, between the freshwater displacement of the ship given the maximum permitted draught and that of the empty ship;
- k. Dredger** a Seagoing or Inland Vessel exclusively intended and used for dredging;
- l. Fishing boat** a Seagoing or Inland Vessel, exclusively intended or used for catching fish or other live resources at sea;
- m. Gross Tonnes, 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);
- n. 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;
- 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 4;
- p. Inland Port area** the ports, sites, waters, quays, jetties, dolphins 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 4;

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- q. Inland vessel** a vessel exclusively intended or used for voyages on inland waterways;
- r. Passenger ship** an Inland Vessel primarily intended or used for the commercial transportation of persons;
- s. PoR** Havenbedrijf Rotterdam N.V.;
- t. Port** the Sea Port and Inland Port area as shown as Annex 4 and 5 together;
- u. Pushing barge** a powered Inland Vessel constructed specifically to propel (push) a pushed vessel (barge);
- v. Renewable fuels and chemicals** Products being Biodiesel/FAME, Renewable Diesel/HVO, Ethanol, ETBE, Renewable Aviation Fuel, Renewable Naphtha;
- w. 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;
- x. 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;
- y. 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;
- z. Sea-going 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.
- aa. Seaport area** the basins, sites, waters, quays, jetties, dolphins, 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;

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- bb. Ship repair facility** a facility principally used for repairing Seagoing Vessels and provided with berths specially designed and used for that purpose;
- cc. Sustainable bunkering** the act of taking on bio/E-fuel by a Seagoing Vessel for its own use (>30% bio/E-blend required)
- dd. Tonne** a mass of 1,000 kg;
- ee. Towage out to sea** towage out to sea as defined in Article 1 (1) of the Shipping Act;
- ff. Tracker** a system which transmits data from a barge to the Havenbedrijf Rotterdam N.V. as agreed in the data contract;
- gg. Tug** a Seagoing or Inland Vessel primarily intended or used for towing or pushing other Vessels;
- hh. 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;
- ii. 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;
- jj. Waste fee for Seagoing Vessels** the contribution in the costs of the receipt, storage and disposal of ship-related waste as referred to in Article 6 (1) 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)

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 the agreement and 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.

4.8 HbR NV is at all times entitled to refuse to provide its services or to terminate them with immediate effect and to cancel any reservations with immediate effect, without being liable to pay any compensation, if it obtains information (e.g. from the competent authorities) on the basis of which there is a reasonable suspicion that the vessel or other vessel to which the services are provided, its owner or the goods (or the (future) owner thereof) or persons transported by the vessel or other vessel in question are subject to any applicable sanctions regime or if the Client has provided HbR NV about the applicability of sanctions, or has withheld information reasonably relevant to the assessment of the applicability of sanctions.

§ 2 SEAPORT 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 Seagoing 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 legal interest of the amount to be collected, unless HbR NV demonstrates that the actual costs it incurs are higher.

§ 2.2 Port dues

Article 7 Indebtedness of seaport 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 seaport dues

8.1 The seaport 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, only whole units of the content expressed in Gross Tonnes (GT) based on the International Tonnage Certificate (ITC) and Cargo expressed in metric Tonnes 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 seaport dues due to PoR, as described in Article 5.2. If the Client has no port dues activity for 3 years, it shall be unilaterally terminated.

Any security deposit or bank guarantee will be returned.

Article 11 Absence of or incorrect statement

11.1 If the Client has failed to make a statement as prescribed in Articles 9.1 and 9.2, the port dues will be calculated by applying the rate that leads to the highest amount payable. In that case, the Client shall also owe a surcharge of 25% on that amount, with a minimum of €500.

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 made an incorrect statement, then if Client has underpaid as a result, the Client shall owe the underpayment plus a surcharge of 25% on the underpayment or if the correction has no financial consequences but is only an administrative correction, an administrative surcharge of €100 per correction. The surcharge is not due if the Client has notified PoR in writing no later than three weeks after the invoice date that the statement was incorrect.

11.5 The right to restitution of overpayment of seaport dues expires three months after the date of invoice, unless PoR 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 seaport 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.

12.4 A request as referred to in the previous paragraph shall be accompanied by the necessary documents and data from which the right to discount(s) can be derived. If the data provided differ from the data available to HbR NV itself, the latter will be decisive in determining the amount of the discount.

Article 13 Exemptions

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

- a.** Tugs that operate for assisting ships in the Port, pushing barges, support and 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 relates solely to Hull-cleaning, 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, only if and insofar as the Vessel is coming from Sea and going directly to the Hinterland or vice versa and is visiting the Port solely for the purpose of Bunkering (Renewables), provided that its stay in the Port does not exceed four hours.

Article 14 Invoicing of seaport 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 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.** An oil tanker, after unloading crude oil, has only left the Port for a period not exceeding 72 hours on the instructions of the Harbour Master and after notifying HbR NV electronically, in order to degas or carry out cleaning operations offshore, exclusively and 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;
- c.** Client must make its own arrangements to be back onshore within the times specified in article 15.2 a and b. HbR NV is not responsible for the availability of mooring facilities.
- d.** The Client must inform the Port Dues Department at all times if the stipulated period is (expected to be) exceeded.

§ 2.3 Buoy, dolphin and public quay dues for Seagoing Vessels

Article 16 Indebtedness of buoy, dolphin and public quay dues

16.1 If the Client makes use of buoys, dolphin constructions or public quays in the Port with a Seagoing Vessel, as well as if the Seagoing Vessel is moored alongside, the Client owes buoy,

dolphin or public quay fees to HbR NV 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 Indebtedness of Waste fee for Seagoing Vessels

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 for Seagoing Vessels

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 for Seagoing Vessels 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 for Seagoing Vessels 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 a Inland Vessel, Cargo Ship, Passenger Ship, Tug, Pushing Barge, Barge, support and repair vessels, sheerleg pontoon, pontoon, Dredger or other Vessel, uses the Inland Port area or procures, other services from HbR NV in relation thereto, the Client owes Inland Port fees 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, the inland port dues will be calculated according to the rate leading to the highest possible payment amount. In that case, the Client shall also owe a surcharge of 100% on that invoice amount, with a minimum of € 25.

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 or credit note 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, 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 by the Client 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 of 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, or
- d.** the vessel is a hospital ship;

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 instalments by direct debit, at the Client's discretion.

26.2 If the Client fails to provide the required statement or fails to do so on time, a payment period of 14 calendar days from the invoice date shall apply, in deviation from the provisions of Article 26.1.

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 legal interest of the amount to be collected, unless HbR NV demonstrates that the actual costs it incurs are higher.

Article 28 Calculation of 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 demonstrably 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

30.1 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 and/or cause a vessel to be removed.

30.2 All costs and damages incurred or suffered by PoR and the Harbour Master in connection with any removal of a floating object/vessel must be paid by the Client to PoR on first demand, plus a surcharge of 15% with a minimum of €5,000.

30.3 Direct and indirect damage caused by the Client to HbR NV and/or third parties, as a result of not following instructions given by HbR NV and/or the Harbour Master, shall be borne by the Client.

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 of seaport dues, waste fees and buoy, dolphin and public quay dues. By paying our invoice, the Client declares compliance with the conditions for applying the 0% VAT rate, as set out in Table II of the Dutch Turnover Tax Act.

31.4 If the conditions as set out are not met, the Client should inform HbR NV of this upfront, before giving a electronic statement as mentioned in Article 9, by sending an e-mail to havengelden@portofrotterdam.com. An invoice including the general VAT rate will be applied.

31.5 If it appears after invoicing that the vessel does not qualify for the VAT rate of 0%, the VAT rate of 21% will be invoiced to the Client and paid to the Dutch tax authorities. This will include the statutory tax interest that HbR owes to the Dutch tax authorities in that case and any penalties that may be imposed on the Client.

Article 32 Pollution

32.1 The Client is obliged to clear any pollution caused by him or by a third party engaged 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 the Harbour master and/or of persons engaged by the Harbour master, and with the Harbour Master's express consent, is to be decided which party/

parties will be engaged and which measures will be taken.

32.2 If the Client fails to fulfil its obligations as stated above in Article 32.1, fails to fulfil them on time, fails to fulfil them completely or fails to fulfil 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 on call.

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 damage incidents/ events will be deemed as a single damage incident/event.

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

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

Article 34 Force Majeure

34.1 If PoR fails in the fulfilment of any obligation towards the Client, this failure cannot be imputed to PoR, and consequently PoR is not in default, if PoR's fulfilment of that obligation is impeded or rendered impossible by foreseeable or unforeseeable circumstances beyond the control of PoR.

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 NV'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 Sea-going Vessel and/or Inland Vessel

If the Client fails to meet its payment obligations or fails to do so on time, HbR NV shall be entitled to remove the Seagoing and/or Inland vessel or have it 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 domiciled in the Netherlands 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 and the booking conditions KING included therein and in Annex 1, at any time.

Havenbedrijf Rotterdam N.V.

**B. Siemons, CEO
V.D.I.V. de Leeuw, CFO
B.G. Simons, COO**





ANNEX 1: PORT TARIFFS

§ 1 Rates for seaport dues

§ 1.1 Definitions

Scheduled Service

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

- The Sea-going Vessel sails in a timetable. This timetable must be publicly announced 28 days before arrival and the Seagoing Vessel must call at least one foreign port in addition to the Port. The timetable shows the last port of call and the next port of call after visiting the Port. For subsequent verification, the Client must provide the timetable at the request of HbR NV. This timetable must be available for at least six months after implementation. Failure to comply with that request will result in the retroactive reversal of the scheduled service discount already granted.
- The Sea-going 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 Sea-going 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 steps and tables mentioned below.
- 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.
- 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** Using Table 1, determine the applicable vessel type.
- Step 2** **Vessel component:** Calculate the seaport dues related to the GT size of the ship with the use of table 1 (GT size × GT rate).
- Step 3** **Cargo component:** Calculate with the use of table 2 per type of transhipped commodity the seaport dues related to the transhipped quantity in Tonnes (transhipped quantity × Cargo rate).
- Step 4** Calculate the maximum seaport dues payable on the cargo part by multiplying the GT size by the efficiency discount percentage listed in § 1.4(A) and the cargo rate listed in Table 2 that corresponds to the 'first commodity type that needs to be paid' (GT size x efficiency discount percentage x cargo rate).
- Step 5** Determine the **efficiency discount** by deducting the result of Step 4 from the result of Step 3 (Step 4 - Step 3). If the result is a positive amount, there is no discount and 0 should be taken into account for this Step.
- Step 6** **Subtotal cargo component:** Calculate the subtotal cargo component by adding Step 3 and Step 5. If there is no efficiency discount, then the result of Step 3 applies.
- Step 7** **Sustainability component:** Using Table 3, calculate the seaport dues on the sustainability part by multiplying the vessel in question (GT size x user rate).

- Step 8** Calculate the **ESI sustainability discount** by multiplying the sustainability component from Step 7 by the appropriate discount rate described in § 1.4(B). The discount percentage to be applied is vessel dependent and follows the ESI certification based on the vessel's IMO number.
- Step 9** Calculate the **Green Award sustainability discount** by multiplying the durability component from Step 7 by 70% as defined in § 1.4(C). The discount percentage to be applied is vessel-type dependent and only applicable if the client has a Green Award certificate.
- Step 10** **Subtotal sustainability component:** Calculate the subtotal of the sustainability component by adding Steps 7, 8, and 9.
- Step 11** Determine the **seaport dues owed** to PoR by adding Steps 2, 6 and 10.

* To clarify how the aforementioned steps work, 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.

TABLE 1 'SEAPORT DUES GROSS TONNAGE'

Ltr.	Type of ship	GT tariff
A	Oil/product tankers	0.303
B	LNG tankers	0.309
C	Chemical/gas tankers	0.303
D	Bulk carriers	0.303
E	Containers ships in Deepsea Service	0.146
F	Container ships in Shortsea/Feeder Service	0.110
G	Container ship not in Scheduled Service	0.303
H	General Cargo ships in Deepsea Service	0.300
I	General Cargo ships in Shortsea/Feeder Service	0.114
J	General Cargo ships not in Scheduled Service	0.303
K	Car Carriers, Ropax and Roll-on/Roll-off ships in Scheduled Service	0.061
L	Car Carriers, Ropax and Roll-on/Roll-off ships not in Scheduled Service	0.130
M	Cruise ships	0.131
N	Offshore ships	0.303
O	Other Vessels/Seagoing Vessels	0.303

TABLE 2 'SEAPORT DUES CARGO VOLUME'

No.	Commodity type	Cargo rate
01	Agribulk	0.576
02	Ores	0.576
03	Coal	0.576
04	Other dry bulk	0.576
05	Crude oil	0.737
06	Mineral oil products (including petcoke)	0.576
07	Other liquid bulk	0.576
08	Roll-on/Roll-off	0.390
09	Containers (including flats)	0.597
	-Shortsea/Feeder Service	0.417
	-Deepsea Service	0.543
10	Other general cargo	0.576
	-Shortsea/Feeder Service	0.417
	-Deepsea Service	0.442
11	LNG	0.597
12	Biomass	0.576
13	Scrap	0.560
14	Renewable fuels and chemicals	0.560

TABLE 3 'SUSTAINABILITY COMPONENT'

Ltr.	Type of ship	GT tariff
A	Oil/product tankers	0.065
B	LNG tankers	0.065
C	Chemical/gas tankers	0.065
D	Bulk carriers	0.065
E	Containers ships in Deepsea Service	0.065
F	Container ships in Shortsea/Feeder Service	0.065
G	Container ship not in Scheduled Service	0.065
H	General Cargo ships in Deepsea Service	0.065
I	General Cargo ships in Shortsea/Feeder Service	0.065
J	General Cargo ships not in Scheduled Service	0.065
K	Car Carriers, Ropax and Roll-on/Roll-off ships in Scheduled Service	0.043
L	Car Carriers, Ropax and Roll-on/Roll-off ships not in Scheduled Service	0.043
M	Cruise ships	0.087
N	Offshore ships	0.065
O	Other Vessels/Seagoing Vessels	0.065

§1.3 Special rates

When the special rates of this paragraph apply, seaport dues will only be calculated by multiplying the GT size of the relevant vessel by the applicable rate of the Schedule 'Special Rates' and will not be based on the calculations mentioned in paragraph 1.2.

A Clearance rate

This rate shall be applied if a Seagoing Vessel, coming from sea and going to the Hinterland or vice versa, visits the Port exclusively for clearance and also all the following conditions are met:

- The Seagoing Vessel moors in Rotterdam and/or Dordrecht at a berth designated by HbR NV.
- The length of 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 Sustainable 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 Sustainable Bunkering purposes.

The rate for Sustainable Bunkering is only applicable if the Client can demonstrate that at least 30% bio/E-fuel has been bunkered. The Client can demonstrate this, for example, by providing a Bunker Delivery Note and/or alternative documentation from which the relevant information follows.

E 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 4 'SPECIAL RATES'

Ltr.	Description of rates	GT tariff
A	Clearance	0.091
B	Lay up – Offshore Vessels	0.555
	Lay up – Other Vessels/Seagoing Vessels	1.128
C	Bunkering	0.105
D	Sustainable bunkering	0.053
E	Hinterland	0.429

§1.4 discounts

The following discounts shall apply to the port dues calculated in accordance with paragraph 1.2 of Appendix 1:

A Efficiency discount

B ESI discount

C Green Award discount

The following discounts shall apply to the port dues calculated in accordance with paragraph 1.2 of Appendix 1: A Efficiency discount; B ESI discount; C Green Award discount. Discounts are applied to the gross amounts listed and to any discounts already applied in the order indicated above ('discount upon discount'). Total net port dues cannot fall below 0.

A Efficiency discount

The efficiency discount (for 2025 the switch percentage) is calculated over on the cargo component. The efficiency discount aims to encourage higher tonnages to be transhipped by ship. The efficiency discount consists of a comparison between the specific amount of cargo unloaded/loaded with the vessel's GT size. Upon reaching the percentage following from the Table below, subsequent transhipped tonnages will be charged at a zero rate. That means first calculating the cargo component to be paid (transhipped quantity x cargo rate). Then the maximum tonnages to be transferred from an efficiency point of view are calculated (GT size x efficiency discount percentage x cargo rate). The efficiency discount consists of the difference between the first amount minus the second amount. If the outcome is negative, there is no efficiency discount.

Ltr.	Type of ship	Deepsea (in %)	Shortsea (in %)
A	Container ships	35	45
B	General Cargo ships	45	55
C	Bulk carriers	133.3	
D	Oil-/product tanker	133.3	
E	Chemical/gas tankers	133.3	
F	General Cargo ships (no liner service)	133.3	

B Environmental Ship Index discount

Seagoing Vessels with access to the Environmental Ship Index (ESI), as maintained by the International Association of Ports and Harbors (IAPH) (as accessed at <http://www.environmentalshipindex.org>), are eligible for a discount on the sustainability component due. Ships receive discounts on the sustainability component according to the following Table:

ESI score from	ESI score to	NOX score	Discount percentage (in %)
1	21	n/a	5
21	31	n/a	10
31	41	n/a	60
41	61	n/a	80
61	81	n/a	100
81	and higher	to 60	100
81	and higher	from 60	120

If the ESI score is adjusted by the IAPH or the vessel is given inactive status, discounts already paid out must be refunded. HbR NV. Repayment is settled through a correction invoice.

C Green Award discount

LNG tankers, Chemicals/Gas tankers and Oil/Product tankers provided with a Green Award Certificate qualify for a 70% discount on the port dues based on the sustainability component.

§ 2 Rates for buoy, dolphin and public quay dues

§ 2.1 Rates 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 **€ 3.73** per vessel metre or part thereof (overall length) per twenty-four hour period or part thereof.

Costs for all clusters are charged according to actual usage with the exception of cluster 3 where the longest times (combination of actual period and booked 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.

There are also buoy and dolphin structures in the Inland Port area that are not owned by HbR NV; those fees are not set and/or collected by HbR NV. HbR shall not be liable for any damage caused by or resulting from the use of such buoy berth and/or dolphin structures.

Cancellations

When cancelling a booking, the buoy or dolphin fee is due for 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 or dolphin rate. The entire original booking period will be charged.

Late departure of the vessel

If Havenbedrijf Rotterdam N.V. 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/dolphin (i.e. the shipbroker or the shipping agent on behalf of the shipowner) must compensate Havenbedrijf Rotterdam N.V. or the third party concerned for such damage. The damages to be compensated are without prejudice to the fact that Client also owes buoy/dolphin fees for the additional period of use.

Bollard pull and/or tow-line spooling

For measuring the bollard pull or spooling of a tow-line, the Client will owe a fee of **€ 2,500** per day with a maximum of 36 hours per vessel, this includes the dolphin fee due.

The designated locations for this are:

- Maasvlakte dolphin 91, only tow-line spooling
- Dordrecht Wilhelminahaven buoy 5 max. 72 tonnes
- Caland dolphin 84 fender dolphin D1 only on request
- Alexiahaven pole 90 main pole T1 max. 125 tons
- Above 125 tonnes only on request.

A waiver should be requested at all times and the Port Dues Department informed.

Further information regarding the booking conditions can be found on the following website: <https://www.portofrotterdam.com/nl/zeevaart/boeien-en-palen/king-30>

Cluster description

- **Cluster 1:** <200 metres Waalhaven buoys 20-21-23-25
- Europoort dolphins 78-79-79B-81O-81W-82O-82W-83O-83W
Botlek buoys 50-51-52- 61
- Dordrecht buoys 1- 2- 3- 4- 5
- **Cluster 2:** Buoys XL Botlek and Waalhaven (dolphin 66, buoys 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 quayage

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 **€ 3.73** per metre or part thereof of the ship (overall length) per twenty-four hour period or part thereof.

§ 3 Rates for waste fee for Seagoing Vessels

§ 3.1 Rates

In the Port, the waste fee is based on a fixed amount per ship and a variable amount depending on the GT size of the ship, with a maximum as mentioned in the table below. The fee is subject to a maximum amount.

Fixed amount (€)	rate per GT (€)	Maximum (€)
210	0.037	1,800

§ 3.2 Discount

Seagoing Vessels may qualify for a discount on waste fees if they meet one or more criteria set out in the implementing regulation (EU 2022/91). This can be done by completing an application form on the Green Award website:

<https://www.greenaward.org/sea-shipping/>.

If Bureau Green Award issues a certificate, the discount will be up to 32% and will start from the first day of the new month upon arrival of the respective ship.

Seagoing Vessels operating in the Shortsea Line Service get a 5% discount on waste fees. The rebate will be applied to the gross waste fee and any rebates already applied through Green Award Certification.

Discounts will not be granted retroactively.

The conditions and corresponding fees for the delivery of waste are applicable to all ships, as laid down in the Port Waste Plan applicable to the Rotterdam-Rijnmond Port Region. This plan can be consulted via:

<https://www.portofrotterdam.com/nl/wet-en-regelgeving/scheepsafval>.

Criterion	Percentage (in %)
On-board separation and guaranteed delivery to appropriate port reception facilities	5
Ecologically sustainable procurement policy (less packaging material through bulk packaging and avoiding single-use plastic)	5
Use of alternative fuels and other energy sources while travelling to port of call or at berth (e.g. shore power, wind, solar)	10
Use of a white box system < 5ppm (to control and monitor the discharge of bilge water from the vessel)	2
Oil separator (OWS) < 5 ppm	2
OWS < 5 ppm + alarm system and automatic stop for ships < 10,000 BT	2
The ship does not use an oil-filtration system for discharges, but separates bilge water and sediment and then discharges them into port reception facilities	2
Wastewater treatment system as per Resolution MEPC.227(64) of the International Maritime Organisation for all ships, except passenger ships operating in special areas covered by Annex IV to the Marpol Convention	2
The vessel does not discharge sewage into the sea and discharges all untreated and/or treated sewage and/or sediment to port reception facilities	2
Re-use and recycling on board ¹	0

¹ This criterion will not be assessed (at this time).

§ 3.3 Exceptions

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

§ 4 Rates for inland port dues

§ 4.1 Basic rates

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

Period	Cargo ships (b)	Passenger ships (a)	Other Vessels (with engine) * (a)	Other Vessels (without engine) ** (a)	Barges (b)
7 days	0.108	0.108	0.108	0.108	0.108
14 days	0.199	0.199	0.199	0.199	0.199
1 month	0.000	0.000	0.298	0.298	0.000
1 calendar quarter	1.111	1.111	0.743	0.743	1.111
1 calendar year	3.815	3.815	2.639	2.639	3.815

(a) Rate per m² surface area (b) Rate per Deadweight. Rates do not include VAT.

* Other Vessels (with engine): Tug, Pushing Barge, support and repair vessel, Dredger or other Vessel (with engine).

** Other Vessels (without engine): sheerleg pontoon, pontoon and other floating bodies/Vessel (without engine).

§ 4.2 Surcharges & Discounts

The following surcharges and/or discounts shall apply to the inland port dues payable under paragraph 4.1.

Sustainability fee

Vessels (Cargo Vessels, Passenger Vessels and other motorized vessels) pay a sustainability fee in the form of a 5% surcharge on the inland port dues payable.

Emission data discount

Vessels (Cargo Vessels, Passenger Vessels and other motorized vessels) that share their emission data with HbR NV through the Green Award system will be eligible for a 5% discount on the inland port dues payable.

Green Award

Vessels (Cargo Vessels, Passenger Vessels and other motorized vessels) possessing a Green Award certificate are eligible for a discount on the inland port dues payable according to the following Table:

	Green Award certificate	Discount (in%)
GAB	Bronze	15
GAS	Silver	15
GAG	Gold	30
GAP	Platinum	100

Barge transparency discount

Barges that are propelled forward by a pushing barge and share data on the location of their barges with HbR NV may be eligible for a 5% discount on the inland port dues payable. Eligibility for the barge transparency discount requires at least that the barges have a tracker pre-approved by HbR NV. Also, a data agreement between the owner of the barges and HbR NV for sharing the data described above must be in force.

ANNEX 2: EXAMPLES OF SEAPORT DUES

To clarify how the aforementioned steps work, a few examples have been set out below. Although these examples have been put together with the utmost accuracy, no rights can be derived from it.

STEPS

- Step 1** Using Table 1, determine the applicable vessel type.
- Step 2** **Vessel component:** Calculate the seaport dues related to the GT size of the ship with the use of table 1 (GT size × GT rate).
- Step 3** **Cargo component:** Calculate with the use of table 2 per type of transhipped commodity the seaport dues related to the transhipped quantity in Tonnes (transhipped quantity × Cargo rate).
- Step 4** Calculate the maximum seaport dues payable on the cargo part by multiplying the GT size by the efficiency discount percentage listed in § 1.4(A) and the cargo rate listed in Table 2 that corresponds to the 'first commodity type that needs to be paid' (GT size × efficiency discount percentage × cargo rate).
- Step 5** Determine the **efficiency discount** by deducting the result of Step 4 from the result of Step 3 (Step 4 - Step 3). If the result is a positive amount, there is no discount and 0 should be taken into account for this Step.
- Step 6** **Subtotal cargo component:** Calculate the subtotal cargo component by adding Step 3 and Step 5. If there is no efficiency discount, then the result of Step 3 applies.
- Step 7** **Sustainability component:** Using Table 3, calculate the seaport dues on the sustainability part by multiplying the vessel in question (GT size × user rate).
- Step 8** Calculate the **ESI sustainability discount** by multiplying the sustainability component from Step 7 by the appropriate discount rate described in § 1.4(B). The discount percentage to be applied is vessel dependent and follows the ESI certification based on the vessel's IMO number.
- Step 9** Calculate the **Green Award sustainability discount** by multiplying the durability component from Step 7 by 70% as defined in § 1.4(C). The discount percentage to be applied is vessel-type dependent and only applicable if the client has a Green Award certificate.
- Step 10** **Subtotal sustainability component:** Calculate the subtotal of the sustainability component by adding Steps 7, 8, and 9.
- Step 11** Determine the **seaport dues owed** to PoR by adding Steps 2, 6 and 10.

Example 1

Vessel sailing in Scheduled Service with a **GT of 23,230** and transhipped *Other Liquid Bulk (7)* of **10,000 Tonnes** and *Crude Oil (05)* of **18,000 Tonnes**.

Vessels own a Green Award certificate.

step 1	Rate type	Vessel type is <i>Chemical/Gas Tanker</i> not in scheduled service. (C)		
step 2	Port Dues Vessel part	GT size 23,230 x GT rate € 0.303	€ 7,038.69	€ 7,038.69
step 3	Port Dues Cargo part	18,000 tonnes Crude Oil x € 0.737 10,000 tonnes other liquid x € 0.576	€ 13,266.00 € 5,760.00	
			€ 19,026.00	
step 4	Maximum Cargo part	Maximum seaport dues to be charged GT 23,230 x 133.3% x € 0.576	€ 17,836.18	
step 5	Efficiency discount	Determine the efficiency discount with Steps 3 and 4	€ -1,189.82	
step 6	Subtotal cargo component		€ 17,836.18	€ 17,836.18
step 7	Sustainability part	GT size 23,230 x € 0.065	€ 1,509.95	
step 8	Sustainability discount	ESI discount (n/a)	-	
step 9	Sustainability discount	Green Award discount (70%)	€ -1,056.97	
step 10	Subtotal sustainability component		€ 452.99	€ 452.99
step 11	Seaport Dues payable			€ 25,327.85

Example 2

A *general cargo* vessel sailing in Shortsea/Feeder Service with a **GT of 3,412** and transhipped *Containers* (09) of **3,201 tonnes**.

The vessel has an **ESI score of 31**.

step 1	Rate type	Vessel type is <i>general cargo</i> in Shortsea/Feeder Services. (I)		
step 2	Port Dues Vessel part	GT size 3,412 x GT rate € 0.114	€ 388.97	€ 388.97
step 3	Port Dues Cargo part	3,201 tonnes of containers x € 0.417	€ 1,334.82	
step 4	Maximum Cargo part	Maximum seaport dues to be charged GT 3,412 x 55% x € 0.417	€ 782.54	
step 5	Efficiency discount	Determine the efficiency discount with Steps 3 and 4	€ -552.27	
step 6	Subtotal cargo component		€ 782.54	€ 782.54
step 7	Sustainability part	GT size 3,412 x € 0.065	€ 221.78	
step 8	Sustainability discount	ESI discount (60%)	€ -133.07	
step 9	Sustainability discount	Green Award discount (n/a)	-	
step 10	Subtotal sustainability component		€ 88.71	€ 88.71
step 11	Seaport Dues payable			€ 1,260.22

Example 3

Vessel sailing in Deepsea Service with a **GT of 75,246** and transhipped *Containers* (09) of **39,000 tonnes**.

The vessel has an **ESI score of 35**.

step 1	Rate type	Vessel type is <i>Container Ship</i> in Deepsea Service. (E)		
step 2	Port Dues Vessel part	GT size 75,246 x GT rate € 0.146	€ 10,985.92	€ 10,985.92
step 3	Port Dues Cargo part	39,000 tonnes of containers x € 0.543	€ 21,177.00	
step 4	Maximum Cargo part	Maximum seaport dues to be charged GT 75,246 x 35% x € 0.543	€ 14,300.50	
step 5	Efficiency discount	Determine the efficiency discount with Steps 3 and 4	€ -6,876.50	
step 6	Subtotal cargo component		€ 14,300.50	€ 14,300.50
step 7	Sustainability part	GT size 75,246 x € 0.065	€ 4,890.99	
step 8	Sustainability discount	ESI discount (60%)	€ -2,934.59	
step 9	Sustainability discount	Green Award discount (n/a)	-	
step 10	Subtotal sustainability component		€ 1,956.40	€ 1,956.40
step 11	Seaport Dues payable			€ 27,242.81

Example 4

Vessel sailing in Deepsea Service with a **GT of 75,246** and transhipped *Containers* (09) of **15,000 tonnes**.

The vessel has an **ESI score of 35**.

step 1	Rate type	Vessel type is <i>Container Ship</i> in Deepsea Service. (E)		
step 2	Port Dues Vessel part	GT size 75,246 x GT rate € 0.146	€ 10,985.92	€ 10,985.92
step 3	Port Dues Cargo part	15,000 tonnes of containers x € 0.543	€ 8,145.00	
step 4	Maximum Cargo part	Maximum seaport dues to be charged GT 75,246 x 35% x € 0.543	€ 14,300.50	
step 5	Efficiency discount	Determine the efficiency discount with Steps 3 and 4	-	
step 6	Subtotal cargo component		€ 8,145.00	€ 8,145.00
step 7	Sustainability part	GT size 75,246 x € 0.065	€ 4,890.99	
step 8	Sustainability discount	ESI discount (60%)	€ -2,934.59	
step 9	Sustainability discount	Green Award discount (n/a)	-	
step 10	Subtotal sustainability component		€ 1,956.40	€ 1,956.40
step 11	Seaport Dues payable			€ 21,087.31

ANNEX 3: EXAMPLES OF INLAND PORT DUES

To clarify how the aforementioned steps work, a few examples have been set out below. Although these examples have been put together with the utmost accuracy, no rights can be derived from it.

Example 1

Example with **Sustainability fee, Emission data discount** and **Green Award GOLD**

Subscription

7 days

Vessel name	Tonnage		
Ship X	1500		
Tonnage	Rate	Amount	
Basic rate	0.108		€ 162.00
Sustainability fee			€ 8.10
Emission data discount			€ -8.10
			€ 162.00
Green Award GOLD 30%			€ -48.60
			€ 113.40
VAT 21%			€ 23.81
Total payable			€ 137.21

Example 2

Example with **Sustainability fee, NO Emission data discount** and **Green Award PLATINUM**

Subscription

7 days

Vessel name	Tonnage		
Ship X	1500		
Tonnage	Rate	Amount	
Basic rate	0.108		€ 162.00
Sustainability fee			€ 8.10
Emission data discount			€ 0
			€ 170.10
Green Award PLATINUM 100%			€ -162.00
			€ 8.10
VAT 21%			€ 1.70
Total payable			€ 9.80

Example 3

Example **Barge with Barge transparency discount**

Subscription

7 days

Vessel name	Tonnage		
Barge Y	3000		
Tonnage	Rate	Amount	
Basic rate	0.108		€ 324.00
Barge transparency discount			€ -16.20
			€ 307.80
VAT 21%			€ 64.64
Total payable			€ 372.44

Example 4

Example **Non-powered vessel**

Subscription

7 days

Vessel name	Surface area		
Pontoon Z	400		
Surface area	Rate	Amount	
Basic rate	0.108		€ 43.20
VAT 21%			€ 9.07
Total payable			€ 52.27





ANNEX 4: INLAND PORT AREA



 Inland Port area



ANNEX 5: SEAPORT AREA



● Buoy & Dolphins

■ Sea Port area



APPENDIX **GENERAL INFORMATION**

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