

# GENERAL TERMS AND CONDITIONS

PORT DUES, INLAND PORT DUES, QUAY DUES,  
WASTE FEES FOR SEAGOING VESSELS  
& GENERAL TARIFFS

2021



Havenbedrijf Moerdijk N.V.

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& GENERAL TARIFFS

2021

Havenbedrijf Moerdijk N.V.

As laid down on December 22, 2020

by the Board or Management of Havenbedrijf Moerdijk N.V.  
The Director,



F.J. van den Oever

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# GENERAL PROVISIONS

## Article 1.1 Definitions

In these General Terms and Conditions and the corresponding Tables of Tariffs, the following terms are defined as below:

- A. **Hinterland ports:** Ports which are situated at a distance of at least 25 kilometres to the east of the Rotterdam/Moerdijk port area and which have no open connection to the sea;
- B. **Ballast:** solid and liquid substances – not including water for agricultural purposes, industrial use, or human consumption, and other goods with commercial value – whose intake by the (Seagoing) vessel only takes place or has taken place to improve the stability of the Seagoing vessel or to lower the highest point above the water surface;
- C. **Inland vessel:** a vessel intended or used exclusively for navigation on inland waterways;
- D. **Gross tonnage/BT:** unit for the gross tonnage of a (seagoing) ship as referred to in the Convention on Tonnage Measurement of Ships, London 1969;
- E. **Bunkering:** a (Seagoing) vessel taking in fuel for own consumption;
- F. **Car Carrier:** a Seagoing vessel that, per its construction and layout, is meant and fully or partly used for the transport of cars, buses and/or lorries, whether in combination with other rolling stock or otherwise;
- G. **Client:** the natural or legal person using the Port with a vessel, or purchasing other services from Havenbedrijf Moerdijk N.V., including the captain, the ship owner, the person to whom the ship has been made available, the agent, as well as the person who, as a representative of the aforesaid persons, has taken action towards Havenbedrijf Moerdijk N.V. in preparation of the said use or purchase of services;
- H. **Container:** a container as described in the ISO 688:2013 recommendation as a Series I freight container of the International Organization for Standardization insofar as its length is at least 6.055 metres;
- I. **Container ship:** (Seagoing) vessel that per its construction and layout is meant exclusively for the transport of containers;
- J. **Container tariff:** the amount charged per container loaded or unloaded in the port;
- K. **Cruise ship:** Seagoing vessel that is only meant and used for the commercial

transport of passengers who take part in that trip for tourist purposes (mainly for the sea voyage itself);

- L. **Deadweight tonnage, or cargo capacity:** the difference expressed in tons between the fresh water displacement of a vessel at the smallest permitted load line and that of the empty vessel;
- M. **Draught:** during the use of the berth, the largest distance to be measured between the deepest drawing point of a vessel and the water surface;
- N. **Port (of Moerdijk) / Inland port area:** the port (and industrial) area as represented in the drawing in Schedule 5 concerning the ports, grounds, waters, quays, jetties, mooring posts, buoys and other similar works or structures of Havenbedrijf Moerdijk NV;
- O. **Havenbedrijf (Moerdijk):** Havenbedrijf Moerdijk N.V., with its registered office at Plaza 3 in Moerdijk;
- P. **Rotterdam / Moerdijk Port Area:** the ports, grounds, waters, quays, jetties, mooring posts, buoys and other similar works or structures of Havenbedrijf Rotterdam NV [HbR NV], as well as of the parties with whom HbR NV has concluded a cooperation agreement with regard to the calculation and collection of harbour dues and/or inland port dues or waste fees for Seagoing Vessels (see Schedule 6);
- Q. **Harbour Master:** the harbour master of the Moerdijk Port Authority and as referred to in the Havenbeheers-verordening zeehaven- en industrieterrein Moerdijk [Moerdijk Seaport and Industrial Area Harbour Management By-law], as in force at any time;
- R. **HbR (NV):** Havenbedrijf Rotterdam N.V.;
- S. **Quay:** bank of a navigable waterway, insofar as for fitted with a quay wall;
- T. **Cargo capacity:** the difference expressed in tons between the fresh water displacement of a vessel at the largest permitted draught, and that of the empty vessel;
- U. **Cargo:** goods and packing material, containers, trailers and self-powered loading platforms, unloaded and loaded by a Seagoing vessel or inland waterway vessel, except for the hand luggage of passengers, insofar as this luggage is transported with the passengers on the same ship, as well as ballast, fuel, provisions and other ship supplies meant for personal use;
- V. **Lash-ship:** Seagoing vessel that per its layout is mainly destined and used for the transport of self-powered loading platforms;
- W. **Mooring permit:** the (private and/or public) permission serving to grant the right of a permanent mooring place;
- X. **Inland navigation vessel:** a vessel only intended or only used for navigating the inland waterways;
- Y. **Tonnage certificate:** valid tonnage certificate as defined in Section 24 of the

- Certificates of Tonnage Act 1981 [Meetbrievenwet 1981] or as defined in the Decree on Inland Waterway Vessels Documents [Besluit binnenschepen-documenten];
- Z. **Warship:** Seagoing vessel used for the Royal Netherlands Navy [Koninklijke Marine] or the navy of a foreign power, of which a soldier in the naval force is in command and that is fully or partly manned by troops;
  - AA. **Passenger ship:** inland vessel that is destined or used for the commercial transport of passengers;
  - BB. **Pleasure yacht:** Seagoing vessel that is only used for recreation, not being a cruise ship or a sailing commercial ship;
  - CC. **Pleasure craft:** inland waterway vessel not operated commercially, mainly destined or used for recreation;
  - DD. **Restow:** the temporary unloading of cargo of a Seagoing vessel to create room on board for the loading or unloading of other cargo, after which the temporarily unloaded cargo is taken back on board of the same Seagoing vessel;
  - EE. **Roll-on/roll-off ship:** Seagoing vessel that is mainly destined and used for the transport of cargo, that is fully or partly driven on board across a specially equipped loading ramp, which is part of the ship's permanent equipment;
  - FF. **Ropax ship:** a Seagoing vessel, mainly destined and used for the transport of both persons and Roll-on/Roll-off cargo to be processed at a terminal, also used as a passenger terminal;
  - GG. **Crude oil:** crude oil and crude oils from bituminous minerals as defined under no. 27.09 of the combined nomenclature referred to in Section 1 of Conditions (EEG) no. 2658/87, PbEG 1987, L 256;
  - HH. **Cooperation arrangement on seaport dues:** agreement to cooperate on levying and collecting seaport dues, as approved at the time by the Council of the Municipality of Rotterdam in its meeting of 28 April 1994, printed documents no. GHR/SEZ 94/684, as well as the cooperation agreement on harbour dues 2004, signed by the municipal partners for seaport dues, coming into force on 1 January 2004. The latter in force, among other, between Havenbedrijf Rotterdam and Havenbedrijf Moerdijk;
  - II. **Ship repair facility:** facility whose main activity is carrying out or giving the opportunity to carry out repairs to seagoing vessels and with mooring places in use specially destined for that purpose;
  - JJ. **Ship / vessel:** any floating body that because of its buoyancy is used, destined or suitable for the transport of persons, merchandise, raw materials, all kinds of products and objects, whether part of the floating body or not;

- KK. **Second call:** a second visit within one voyage of a ship in an intercontinental shipping service;
- LL. **Tug boat:** a Seagoing vessel or inland ship that per its construction and layout is mainly destined or used for towing, pushing or assisting other ships;
- MM. **Slops:** hazardous substances resulting from the household of a ship as referred to in Section 1 of the Prevention of Pollution from Ships Act [Wet voorkoming verontreiniging door schepen];
- NN. **Tanker ship:** Seagoing vessel that is fully or partly destined or used for the transport of liquid cargo in an unpackaged condition;
- OO. **Tonne:** a mass of 1,000 kilogrammes;
- PP. **Fishing boat:** Seagoing vessel or inland vessel that is only destined for and used for catching fish or other living resources at or from the sea;
- QQ. **Freighter:** inland vessel that is mainly destined or used for the transport of goods;
- RR. **Seagoing vessel:** ship that is destined or used for the offshore trade as referred to in Section 1, first paragraph, of the Ships Act [Schepenwet], or that is no longer used for this because of demolition or intended demolition, or has lost that designated use;
- SS. **Shipping service:** liner shipping of Seagoing vessels between navigation areas maintained by a shipping company or alliance;

#### Article 1.2 Applicability

1. These General Terms and Conditions apply to each use of the Port and/or the Inland Port Area by the Client and all agreements whereby Havenbedrijf Moerdijk N.V. provides the Client with services, as well as to offers and tenders of Havenbedrijf Moerdijk N.V., unless the Parties agree otherwise in writing.
2. Unless expressly otherwise agreed in writing the Client accepts these General Terms and Conditions and the Client dismisses the applicability of any of his own general conditions and Havenbedrijf Moerdijk N.V. expressly dismisses the applicability of general conditions of the Client.
3. Any amendments to and/or departures from the provisions of these General Terms and Conditions will only be binding on Havenbedrijf Moerdijk N.V. if and to the extent that Havenbedrijf Moerdijk N.V. has expressly accepted the amendments and/or departures in writing.

#### Article 1.3 Negotiation of the contract and joint and several liability

1. A contract between Havenbedrijf Moerdijk N.V. and the Client will be deemed to be in place if and when (i) Havenbedrijf Moerdijk N.V. has expressly accepted an order or project from the Client in writing, (ii) the Client submits details in accordance with these General Terms and Conditions, or (iii) from the moment that the Client actually uses the services provided by Havenbedrijf Moerdijk N.V. or (iv) from the moment that the Client uses the berthing facilities or other facilities of the Port or the Inland Port Area with a ship or vessel.
2. The various persons specified as Clients in Article 1.1 under G will be regarded as joint and several debtors with regard to the compliance with any and all obligations on the part of the Client towards Havenbedrijf Moerdijk N.V.

#### Article 1.4 Provision of services

1. ‘Services’ within the meaning of these General Terms and Conditions do not include the activities carried out by Havenbedrijf Moerdijk N.V. and/or the Harbour Master employed by Havenbedrijf Moerdijk N.V. as part of their public duties to which a specific public basis applies, unless Havenbedrijf Moerdijk N.V. carries out these activities under the same legal conditions as private economic subjects.
2. Havenbedrijf Moerdijk N.V. is entitled to provide the services referred to in these General Terms and Conditions at its own discretion.
3. Havenbedrijf Moerdijk N.V. will make every effort to provide the services with due care.

4. If at the discretion of Havenbedrijf Moerdijk N.V. circumstances necessitate this, Havenbedrijf Moerdijk N.V. will, in providing services, be entitled to use goods other than those agreed, or to engage the services of third parties, provided that this does not adversely affect the quality of the service(s) as a whole.
5. The Client hereby accepts that circumstances such as those referred to in the previous paragraph, as well as unforeseen circumstances – including a shortage of berths – could affect the agreed or expected time at which the services will be completed, and declares that he will not bring an action by reason of compensation towards Havenbedrijf Moerdijk N.V., except in the case of wilful conduct or deliberate recklessness on the part of Havenbedrijf Moerdijk N.V.
6. The Client will always provide Havenbedrijf Moerdijk N.V. with all necessary data and information for a proper execution of the services and invoicing, and fully cooperate in doing so.
7. If the Client fails to provide Havenbedrijf Moerdijk N.V. with the necessary details and information, or fails to do so in a timely fashion, Havenbedrijf Moerdijk N.V. will in any event be entitled to suspend the provision of services.

# HARBOUR DUES

## Article 2.1 Application and Calculation Criteria

1. Under the title of 'Harbour Dues', a tariff is due in respect of Seagoing Vessels for the stay in the port of Moerdijk, for the use of properties of the municipal port authority, including the infrastructural facilities, as well as for the use of associated port facilities and services.
2. The current General Terms and Conditions on Harbour Dues including Harbour Tariffs of Havenbedrijf Rotterdam N.V. (equally) apply to the Harbour Dues
3. The harbour dues are calculated based on:
  - a. the gross capacity of the Seagoing vessel, expressed in gross tons (GT);
  - b. the cargo unloaded and loaded by the Seagoing vessel, expressed in tons.

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## Article 2.2 Cooperation arrangement on seaport dues, length of stay

1. For the calculation and collection of harbour dues, the harbours of the parties to the cooperation arrangement on harbour dues are considered as one harbour complex. For this purpose, the parties to the said arrangement use a similar tariff structure and tariff for the harbour dues, as well as similar periods of time. A specification in respect of and payment of harbour dues can therefore be related to the stay in one, but also in more harbours in the Rotterdam / Moerdijk port area.
2. To determine the length of stay, the stay is furthermore deemed not to have been interrupted when the Seagoing vessel:
  - a. has only left the Rotterdam / Moerdijk port area for a period of no more than twice 24 hours, on the instructions of or on behalf of the Harbour Master, to wait at sea for a berth to become available, to degas or to carry out cleaning operations;
  - b. has only left the Rotterdam / Moerdijk port area in an inland direction for a period of no more than two months to undergo repairs at a ship repair company in The Netherlands or to make a sea trial, and the ship immediately returns to the Rotterdam / Moerdijk port area afterwards.

## Article 2.3 Tariffs

1. The harbour dues are charged based on the tariffs specified in the Table of Tariffs as included in Appendix 1 to these General Terms and Conditions, with

due observance of the special provisions included in it.

2. The harbour dues are charged from the moment the stay has started.

## Article 2.4 Hinterland arrangement

If a Seagoing vessel calls again at one of the harbours of the Rotterdam / Moerdijk Port Area without having been at sea in the meantime, and subsequently leaves this harbour to go to sea, the first and second stay will be considered as one single stay, provided no more than two months have passed between the start of the previous stay and the end of the second stay.

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## CHAPTER III

# INLAND PORT DUES

### Article 3.1 Liability to pay Inland Port Dues

1. If the Client uses the Inland Port Area with an Inland Waterway Vessel, Passenger Ship, Tug Boat, Fishing Boat, Dredger, or other Vessel, or buys other related services from Havenbedrijf Moerdijk N.V., he will owe Havenbedrijf Moerdijk N.V. inland port dues in respect thereof.
2. The Client owes the inland port dues on commencement of the use of the berthing facilities or other facilities of the Inland Port Area, or of the services provided in that respect by Havenbedrijf Moerdijk N.V. The day on which the use commences is considered a whole day.

### Article 3.2 Calculation criterion

The inland port dues are calculated according to:

- a. the vessel's cargo capacity, expressed in tons;
- b. the vessel's surface area, expressed in square metres; as specified in the table belonging to these General Terms and Conditions;
- c. the number of containers that a vessel loads and/or unloads, expressed in the number of containers loaded and/or unloaded, whenever that leads to a lower tariff in relation to the tonnage or surface area of the vessel, the so-called "lowest-tariff" guarantee.

### Article 3.3 Tariffs of Inland Port Dues

The inland port dues are calculated based on the tariff included in the Table of Tariffs belonging to these General Terms and Conditions, with due observance of the instructions and special provisions given there. The tariffs for inland port dues may be changed by Havenbedrijf Moerdijk N.V. at all times. Periodical adjustments will generally be made once a year.

### Article 3.4 Calculation of tariffs and application

1. When calculating the amount due:
  - a. a part of a unit of cargo capacity, of surface area, or of length are considered a full unit;
  - b. the number of tons, as evidenced by the tonnage certificate belonging to the vessel, will apply as a vessel's cargo capacity in tons;
  - c. notwithstanding the provision in part b, the number of gross register

tons (2.83 m<sup>3</sup>), or the number of gross tons of the gross capacity of a fishing ship, as evidenced by the tonnage certificate belonging to the fishing ship, will apply as cargo capacity in tons;

- d. the surface area of a vessel is set at the product of the length across everything and the largest breadth as evidenced by the tonnage certificate belonging to the vessel;
  - e. the period is always set at the shortest periods set for the relevant type of the vessel specified in the table, unless a declaration is made for a longer period;
  - f. the number of containers loaded onto and/or unloaded from a ship is multiplied by the tariff as specified in the Table of Tariffs included in these General Terms and Conditions;
2. For the application of the tariffs, Havenbedrijf Moerdijk N.V. will determine the cargo capacity, the surface area, or the length, if no tonnage certificate is submitted.
  3. If the number of containers loaded/unloaded is not stated, the rate in relation to the tonnage or surface area of the vessel is used..

### Article 3.5 Anti-cumulation exemption

Inland port dues will not be levied in respect of the use of the port and the enjoyment of services provided in that connection:

- a. when harbour dues have already been charged;
- b. in case of an Inland Vessel in direct service of the central government, provided no acts or transport are performed for payment;
- c. in case of a pleasure craft, after it has obtained permission from the Harbour Master that it can call at the port for a period of no more than one day following the commencement of the use or enjoyment.
- d. in case of an Inland Waterway Vessel when a different charge for it was agreed upon by Havenbedrijf Moerdijk N.V.;
- e. in case of a Tug Boat, but only for normal assistance of Seagoing Vessels going in or out the Moerdijk Port Area;
- f. in case of a Tug Boat, but only when it is unity with another Inland Waterway Vessel;
- g. in case of an educational vessel for the Rhine- and Inland Waterways or the Navy or the mercantile marine;
- h. in case of an Inland Waterway Vessel moored at the jetty/pier in the Basin Rode Vaart and under the following conditions:
  - if, during the stay, no stevedoring or transshipment takes place;
  - if, the mooring place is used for a maximum of 18 hours straight an

- the stay was notified to the Harbour Master;
- the exemption cannot be preceded nor succeeded directly by another exemption;
  - i. in case of an Inland Waterway Vessel when the only reason for mooring is to load or unload a privately owned vehicle or to unload ship generated waste, with a maximum of 4 hours. Forementioned mooring needs to be notified to the Harbour Master;
  - j. in case of a Vessel that is being used for:
    - Havenbedrijf Moerdijk N.V. itself, or
    - Maintenance, improvement or expansion of the Moerdijk Port Area and those works are commissioned by Havenbedrijf Moerdijk N.V.

#### Article 3.6 Determining the arrival of an Inland Vessel/Seagoing Vessel

To enable the registration of Seagoing and inland vessels, ships must report by means of a procedure laid down by the Harbour Master. For Seagoing Vessels, this must be done electronically via the port community system, and for inland vessels orally via a maritime radio, or in writing via email.

#### Article 3.7 Invoicing and payment

1. The Client must only pay the inland port dues after receipt of the invoice and within 30 calendar days of the invoice date, by transferring the total amount of the invoice to the bank account of Havenbedrijf Moerdijk N.V. stated in the invoice. Payment may also be made by means of direct debit collection. The amount due will then always be debited within 30 calendar days.
2. If the Client has failed to submit or was been late in submitting the statement, he must only pay the inland port dues in accordance with the provisions in Article 3.9 after receipt of the invoice and within 7 calendar days of the invoice date, by transferring the total amount of the invoice to the bank account of Havenbedrijf Moerdijk N.V. stated in the invoice.
3. Any disputes between Havenbedrijf Moerdijk N.V. and the Client do not entitle the Client to suspend payment.

#### Article 3.8 Restitution and transfer

1. At the Client's written request, restitution of the inland port dues paid for the period of a year will be granted for each quarter still remaining in that year after the termination of the use of the port for as many quarters, if the use of the port has ended before the expiry of that period.
2. If a vessel is replaced by another vessel, the inland port dues paid for the replaced vessel will, at the Client's request, be deducted from the inland

- port dues payable for the alternative vessel for the months of the current period not yet expired, on the understanding that, if the latter inland port dues are lower than the inland port dues paid, the difference will not be refunded.
3. The amount due after application of the deduction referred to in the previous paragraph must be paid within 30 days after the replacement, in accordance with the invoice.
  4. Havenbedrijf Moerdijk N.V. must have received the written request as referred to in paragraph 1 no later than within three months after expiry of the one-year period, at the risk of forfeiting all rights.

#### Article 3.9 Charges and interest

1. If Havenbedrijf Moerdijk N.V. finds that the Client has not paid enough inland port dues, the Client will owe a 25% surcharge in addition to the amount underpaid, with a minimum of €25. This surcharge is not payable if the Client, no later than three weeks after the invoice date, has informed Havenbedrijf Moerdijk N.V. in writing that the statement was incorrect.
2. If the Client fails to pay within the period referred to in Article 3.7, paragraph 1 or paragraph 2, he will be in default by operation of law, and Havenbedrijf Moerdijk N.V. will be entitled to charge interest on the full amount due from the due date pursuant to Section 119a of Book 6 of the Dutch Civil Code. Any and all legal and other costs incurred by Havenbedrijf Moerdijk N.V. with regard to the collection of the amount due and not paid by the Client in a timely manner will be borne by the Client. The said costs are set at 15% of the amount to be collected, unless Havenbedrijf Moerdijk N.V. demonstrates that the costs incurred by it are higher.

## CHAPTER IV

# QUAY DUES

### Article 4.1 Quay dues

1. Under the title of quay dues, a user fee must be paid for a waterside position.
2. An exclusive right for a waterside position can only be derived from a mooring permit granted under these General Terms and Conditions.

### Article 4.2 Deadweight Tonnage and Cargo Capacity

1. For the application of this chapter, the following applies:
  - a. the number of tons in deadweight tonnage of a seagoing vessel is the number that is found by multiplying the number of register tons (2.83 m<sup>3</sup>) of the gross capacity of that vessel, as evidenced by the Dutch tonnage certificate belonging to the vessel, or a document considered equivalent thereto under Dutch statutory provisions, by 1½;
  - b. the number of tons in cargo capacity of an inland vessel is the number as evidenced by the tonnage certificate valid in the Netherlands and belonging to the vessel.
2. In the absence of the tonnage certificates or documents referred to in the second paragraph, on refusal to show such a document or in case this does not state the gross capacity or the cargo capacity, the data involved will be estimated by the Harbour Master or his authorised representative.
3. Parts of tons and register tons are left out of account for the application of these General Terms and Conditions.

### Article 4.3 Mooring Permit

1. Pursuant to the current Moerdijk Port and Industrial Area Port Management Byelaw [Havenbeheersverordening Haven- en Industrieterrein Moerdijk] and corresponding decision(s) the Harbour Master is authorised pursuant to applications to that effect to grant Mooring Permits.
2. An application to obtain a Mooring Permit is to be addressed to the Harbour Master.

### Article 4.4 Contents of Mooring Permit

A Mooring Permit contains:

- a. the name of the person to whom the right is granted;

- b. the name of the quay and a further specification of the place where the berth is located;
- c. the description of the nature of the bank protection of the quay, i.e. the quay wall, stone pitching or other bank protection;
- d. the indication of the length of the berth in metres and centimetres;
- e. the water depth, or in case water depths differ for the various parts of the berth, the applicable water depths, expressed in metres;
- f. the indication of the vessel or the vessels for which the permit is granted, i.e.:
  1. vessels in general;
  2. inland vessels in general;
  3. vessels used in a specific scheduled service; or
  4. one or more specified vessels.
- g. in the case referred to above under f, item 4, the indication of the deadweight tonnage or cargo capacity;
- h. the stipulation, whether the vessels must be positioned along the quay, head towards the quay, or in either of these ways;
- i. the special conditions deemed necessary in the interest of port traffic or shipping;
- j. the date on which the Mooring Permit comes into effect;
- k. the indication of whether the Mooring Permit is granted for an unspecified or a specified period.

### Article 4.5 Draught

1. The draught of the vessels during mooring must not exceed the water depth specified in the Mooring Permit.
2. If the first paragraph of this article is breached, Article 4.9 will apply without prejudicing the provisions in Article 4.12.
3. The permit holder is not allowed to use vessels for the berth other than those for which the Mooring Permit is granted, unless the Harbour Master has granted his prior oral or written permission thereto for one specific case, or his written permission for a specific series of cases.
4. If the third paragraph of this article is breached, Article 4.9 will apply without prejudicing the provisions in Article 4.12.

### Article 4.6 No second permit

1. No second permit can be granted for a berth or part of a berth to which a Mooring Permit applies.

2. If the first paragraph of this article is breached, the Mooring Permit granted later will be null and void insofar as the berth specified in it coincides with the berth stated in the Mooring Permit granted earlier.

#### Article 4.7 Prohibition on the use of a berth

1. The Harbour Master may, for reasons of public interest, prohibit the holder of a berth permit from using the berth for which the berth permit has been granted, during a period to be determined by the Harbour Master.
2. In the event of a ban referred to in the first paragraph, an alternative berth will be designated as much as possible for the term of the ban.
3. The Harbour Master may delegate the exercise of the power granted in the first paragraph to his deputy.

#### Article 4.8 Disposal of the berth

Each time a berth for which a Mooring Permit has been granted, is not used, the Harbour Master can have it at his disposal on the understanding that the berth must be vacated immediately as soon as the holder of the Mooring Permit wants to make use of it.

#### Article 4.9 Revoking a mooring permit

1. The Harbour Master can always revoke a Mooring Permit:
  - a. at the holder's written request;
  - b. due to actions of the holder of the Mooring Permit in breach of these General Terms and Conditions, the provisions of the permit, or any other statutory regulation related to port traffic or shipping;
  - c. for reasons of public interest;
  - d. when, in case of unrestricted shipping, the berth has not been used for 30 consecutive days;
  - e. when it has become impossible to use the berth.
2. The Harbour Master may instruct his deputy to exercise his powers referred to in the first paragraph insofar as cases a, d and e are concerned.
3. If the Harbour Master makes use of his powers referred to in the previous paragraph, Article 3 shall apply, provided that the effect of a decision taken by the Harbour Master to revoke a permit if an appeal is lodged against such decision shall be suspended until a decision is taken regarding the appeal.
4. A decision to revoke a Mooring Permit will state the date on which the Mooring Permit loses its validity or is deemed to have lost its validity.
5. In case the Mooring Permit is revoked at the request of the holder, the day on which the request has been received will be considered the date of

revocation, unless the berth is used after that date, in which case the revocation will be effected as from the day following the last day on which that use took place.

6. If the person making the request so requires, a later day can be maintained than the date referred to in the fifth paragraph.

#### Article 4.10 Calculating Quay Dues

1. The quay dues are calculated based on the data (stated in a Mooring Permit) per calendar year or a part thereof according to the tariff referred to in Article 4.11.
2. If the length or depth stated in the Mooring Permit is exceeded, a surcharge on the amount due under the previous paragraph will be due and payable for each time, to be calculated under the terms of the provisions in Article 4.12.

#### Article 4.11 Tariffs

1. The tariff for the levy of quay dues is represented in Schedule 3, containing the tariffs for the relevant calendar year.
2. For each calendar month or a part thereof, the quay dues are a twelfth part of the quay dues, calculated for a year.

#### Article 4.12 Additional payment based on draught

1. When the water depth at average low tide, for which the Mooring Permit has been granted, is exceeded because of the draught on arrival or departure of a vessel using that Mooring Permit, the holder of the Mooring Permit is obliged to notify the Harbour Master of that exceeding within six hours after it has started, and he will owe a surcharge in accordance with the following paragraphs of this article, on the understanding, however, that for the calculation of the surcharge the draught of the vessel is not set larger than the actual water depth existing at average low tide.
2. For each period during which the ship lies at berth uninterruptedly, and for each metre of the quay length taken by the vessel, the surcharge referred to in the previous paragraph is one sixth part of the difference between the tariff applicable for that metre of quay and the tariff per metre of quay length according to which the quay dues would be due, if the permit applied to a water depth equalling the largest draught of the vessel rounded up to metres during the aforesaid period.
3. As far as during a calendar year, a surcharge has been paid six times up to or exceeding a specific water depth for any part of a quay, this water depth can be used for such a length in the further course of the year without surcharge.

4. In case of payment further than referred to in the previous paragraph, such payment will be reduced or not charged.
5. If a vessel for which a Mooring Permit has been granted extends over a berth for which another Mooring Permit applies, and subsequently exceeds the latter berth in depth, the surcharge due for that is payable by the holder of the former Mooring Permit instead of by the holder of the latter Mooring Permit.

#### Article 4.13 Liability to pay Quay Dues

1. Quay dues are payable by Client each time at the start of a calendar year.
2. The additional payment on the quayside fees shall be due immediately after the exceedance commences, in accordance with Article 4.12, Paragraph 4.

#### Article 4.14 Revoking Berth Permit

1. When a Mooring Permit is revoked during a calendar year, an exemption for unpaid quay dues or a refund of quay dues already paid is granted for the full calendar months during which the Mooring Permit is no longer in effect.
2. Contrary to the first paragraph, the exemption or refund is granted from the day on which the Mooring Permit is revoked, if the revocation is effected for reasons of public interest or in case it has become impossible to use the berth.
3. If, pursuant to the previous paragraph, an exemption or refund of quay dues is granted for part of a month, then it will be 1/30 part of the quay dues for each day belonging to this part, calculated over a month.

#### Article 4.15 Payment term & Payment mode

1. The quay dues must be paid within thirty days from the time referred to in Article 4.13, first paragraph, up to the amount due according to a dated invoice. The surcharge on the quay dues must be paid within 14 days after it becomes payable under Article 4.13, second paragraph.
2. An additional claim for quay dues must be paid within 14 days after Client has been informed of the amount of the additional claim.
3. The payments referred to in this article must be made by means of payment into or transfer to a bank account or giro account of the Port Authority. In the latter case, the payment is only valid if the notification of payment or transfer reaches the Moerdijk Port Authority before the expiry date.
4. All amounts calculated on the basis of these tariffs are increased by turnover tax.

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## CHAPTER V

# WASTE FEE FOR SEAGOING VESSELS

#### Article 5.1 Liability for Seagoing Vessels to pay a waste fee

1. If the Client's Vessel uses the Port of Moerdijk with a Seagoing Vessel, he is liable to pay HbR N.V. a waste fee for Seagoing Vessels as referred to in Section 6a, first paragraph, of the Prevention of Pollution from Ships Act [Wet voorkoming verontreiniging door schepen] for the issue of ship-related waste containing oil (Annex I – MARPOL 73/78) and solid ship-related waste (Annex V – MARPOL 73/78);
2. The Client owes the waste fee from the moment that the stay has commenced.

#### Article 5.2 Waste Fee Tariffs for Seagoing Vessels

1. The waste fee for Seagoing Vessels payable by the Client is calculated based on the Table of Tariffs included in the Appendix on Waste Fees for Seagoing Vessels forming part of these current General Terms and Conditions and Port Tariffs Havenbedrijf Rotterdam N.V.
2. Invoicing and payment take place at the same time as the invoicing and collection of the seaport dues.

#### Article 5.3 Reporting of information

1. To determine the waste fee for Seagoing Vessels to be paid, the Client must report all relevant information to HbR NV, more specifically to the Hazardous Substances Division of the Rotterdam Port Authority, within the following periods:
  - a. at least 24 hours before arrival, when the port of call is known, or
  - b. as soon as the port of call is known, if this information is available less than 24 hours before arrival, but at the latest when entering the territorial waters, or
  - c. at the latest when departing from the previous port, if the duration of the voyage is less than 24 hours and is situated within the territorial waters.
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 for Seagoing Vessels.

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3. If the Client refuses to allow inspection of or to provide copies of the documents, the waste fee for Seagoing Vessels will be calculated in accordance with the rate that will lead to the highest possible amount payable. In that case, the Client also owes an additional surcharge of 25% of that amount.

#### Article 5.4 Exemption

1. No waste fee for Seagoing Vessels will be charged if the Port is used 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. Dredging vessels, survey vessels and Tugs, only if and insofar the latter are operated for assisting ships in the Port;
  - e. Ships as referred to in Article 10.1 sub-paraphraphs a, c, d and f of these General Terms and Conditions and Port Tariffs Havenbedrijf Rotterdam N.V.;
  - f. Seagoing Vessels using gas oil or LNG (MDO/MGO/LNG) as a propulsion fuel, only as far as these vessels issue ship-related waste containing oil.

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## CHAPTER VI

# FINAL PROVISIONS

#### Article 6.1 Liability

1. The liability of Havenbedrijf Moerdijk N.V. that may arise in relation to any activity by Havenbedrijf Moerdijk N.V. or a person for whom it is liable under the law, does not exceed the amount paid to Havenbedrijf Moerdijk N.V. by the insurer of Havenbedrijf Moerdijk N.V.
2. If, for whatever reason, the insurer of Havenbedrijf Moerdijk N.V. fails to pay out to Havenbedrijf Moerdijk N.V. or the damage is not covered by the insurance of Havenbedrijf Moerdijk N.V., the liability of Havenbedrijf Moerdijk N.V. will never exceed an amount of €500 (five hundred Euros) per incident/event. A series of connected incidents/events will be considered as one incident/event.
3. The provisions in this article do not apply if and insofar as the damage is the result of intent or gross negligence on the part of Havenbedrijf Moerdijk N.V.
4. All liability for lost profits or reduced revenue and other indirect loss, consequential loss and direct trading loss is expressly excluded.

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#### Article 6.2 Force majeure

1. If the Port of Moerdijk N.V. fails in the fulfilment of any obligation towards the Client, such failure shall not be imputed to the Port of Moerdijk N.V. and the Port of Moerdijk N.V. shall therefore not be in default, if the fulfilment of such obligation is hindered or made impossible by a circumstance, whether or not foreseeable, which is beyond the control of the Port of Moerdijk N.V. Such circumstances are in any case, but not exclusively: war, terrorism, occupation, government measures of any nature whatsoever, natural disasters, fire, explosion, exceptionally bad weather, blockades, strikes, shortage of berth facilities and any other circumstance which cannot be reasonably foreseen by the Port of Moerdijk N.V. and which lie beyond its control.
2. In the event of force majeure, Havenbedrijf Moerdijk N.V. is entitled to suspend fulfilment of its obligations until such time that the situation of force majeure no longer impedes fulfilment. If the situation of force majeure lasts longer than one month, both Havenbedrijf Moerdijk N.V. and the Client are entitled to dissolve the agreement in whole or in part without being obliged to pay any damages.

#### Article 6.3 Indemnity

1. The Client indemnifies Havenbedrijf Moerdijk N.V. against claims for whatever reason from third parties claiming to have sustained damage because of the use of the Port or because of the services provided by Havenbedrijf Moerdijk N.V. to the Client.

#### Article 6.4 Suspension and dissolution

1. If the Client fails to fulfil any obligation towards Havenbedrijf Moerdijk N.V., as well as in the event of bankruptcy, suspension of payment, or cessation of the Client's business, Havenbedrijf Moerdijk N.V., without judicial intervention and without owing the Client any compensation, at its discretion, is entitled to either suspend the services in whole or in part, for a definite or an indefinite period, or dissolve the relevant agreement, in whole or in part, for all or part of the unfulfilled portion, by means of a written declaration, without prejudicing its other rights.
2. In the event of dissolution of the agreement on the grounds set out in paragraph 1, any claim that Havenbedrijf Moerdijk N.V. may have will immediately become fully due and payable.

#### Article 6.5 Removal of Seagoing Vessel and/or Inland Vessel

1. If the Client fails to fulfil the obligations or fails to fulfil them on time, Havenbedrijf Moerdijk N.V. is entitled to remove the Seagoing and/or Inland Vessel or to have it removed at the risk and expense of the Client.

#### Article 6.6 Invalidity of one or more provisions

1. The invalidity of any provision of the agreement or these General Terms and Conditions does not affect the other provisions of the agreement and these General Terms and Conditions.
2. If a provision of the agreement or these General Terms and Conditions is void, invalid, not enforceable or unreasonably onerous under the given circumstances, the Parties will replace the relevant provision by a valid and enforceable provision in the spirit of the provision to be replaced, and the other provisions will remain in full force.

#### Article 6.7 Coming into force & Official title

1. These General Terms and Conditions come into force on January 1, 2021 and replace the General Terms and Conditions 2020.
2. The official title of these conditions is "General Terms and Conditions Seaport, Inland Port, Quay Dues and Waste Fees Havenbedrijf Moerdijk N.V. 2021".

#### Article 6.8 Applicable law and disputes

1. These General Terms and Conditions are governed only by Dutch law.
2. Any disputes arising from or relating to these General Terms and Conditions and to which Havenbedrijf Moerdijk N.V. is a party, will only be submitted to the competent court in the district in which Havenbedrijf Moerdijk N.V. has its registered office.

# Schedule 1

## Table of Tariffs for Seaport Dues 2021

### 1.1 Definitions

#### Scheduled Service

A Seagoing Vessel sails 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 the Port Dues Department of HbR NV. This timetable must have been announced no later than 28 days before arrival and the Seagoing Vessel must call at at least one foreign port besides 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 a common carrier can be checked based on the cargo packages transported;
- The Seagoing Vessel loads and/or discharges only general Cargo, Roll-on/Roll-off Cargo and/or containers.

#### Shortsea/Feeder Service

A Seagoing Vessel sails in Shortsea/Feeder Service when all 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 See area, Morocco, the Canary Islands, Madeira, and the Cape Verde Islands.

#### Deepsea Service

A Seagoing Vessel sails in Deepsea Service when all following conditions are met:

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

### 1.2 Basic principles

- If there is no special rate as referred to in Section 1.3 of this appendix, the seaport dues per seagoing vessel shall be calculated in accordance with the

steps set out below, using the tables included thereafter.

- The seaport dues are charged including a percentage of 0.35% for the benefit of Deltalings and the Rotterdam Shipbrokers' Association for their advocacy and social purposes for seafarers in the Port of Rotterdam.
- General cargo vessels not in liner service of which more than 80 per cent of the loaded and/or unloaded Car-go consists of containers are considered as container vessels not in liner service. General cargo ships of which more than 80 per cent of the loaded and/or unloaded cargo consists of dry bulk are regarded as bulk carriers.
- Bulk carriers of which more than 80 per cent of the loaded and/or unloaded cargo consists of other general cargo are regarded as non-scheduled general cargo vessels.
- The 'first type of goods to be invoiced' - as referred to in step 3 below - is primarily the type of goods handled which corresponds to the type of vessel concerned (e.g. crude oil in the case of an oil/product tanker or coal in the case of a bulk carrier). If several corresponding types of goods are transshipped (e.g. coal and iron ore in the case of a bulk ship), the 'first type of goods to be invoiced' is also the type of goods with the highest tariff. If only non-corresponding types of goods are transshipped, the 'first type of goods to be invoiced' is also the type of goods with the highest loading rate. If there are both corresponding and non-corresponding types of goods, the 'first type of goods to be invoiced' is the corresponding type of goods with the highest loading rate.

- step 1** Using Table 1 determine the applicable type of ship and apportionment percentage.
- step 2** Using Table 1 calculate the port dues for the GT-size of the relevant ship (GT-size x GT-tariff).
- step 3\*** Calculate the maximum port dues related to the cargo by multiplying the GT-size, the apportionment 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 x apportionment percentage x cargo tariff).
- step 4** Using Table 2 calculate per type of transhipped cargo the port dues related to the transhipped quantity in Tons (transhipped quantity x cargo tariff).
- step 5** Determine the amount in port dues owed to HbR NV by adding the result of step 2 with the lowest result of steps 3 and 4.

\* If no apportionment percentage is applicable to the type of ship concerned, step 3 does not apply and step 5 is the result of adding the results of steps 2 and 4.

# SEA PORT DUES

## TABLE 1

### GT tariff (per GT)

	Type of Ship	Apportionmentpercentage	GT-Tariff
A.	Oil tankers or product tankers	133.639 %	€ 0,312
B.	LNG-tankers	133.700 %	€ 0,322
C.	Chemicals/gas tankers	133.700 %	€ 0,312
D.	Bulk carriers	133.700 %	€ 0,312
E.	Container ships in Deepsea Scheduled Service	N/A	€ 0,249
F.	Container ships in Shortsea/Feeder Scheduled Service	50.300 %	€ 0,183
G.	Container ships not in Scheduled Service	133.700 %	€ 0,312
H.	General Cargo ships in Deepsea Scheduled Service	61.900 %	€ 0,303
I.	General Cargo ships in Shortsea/Feeder Scheduled Service	50.300 %	€ 0,185
J.	General Cargo ships not in Scheduled Service General Cargo ships not in Scheduled Service > 20.000 GT	133.700 % N/A	€ 0,315 € 0,315
K.	Car Carriers, Ropax and Roll-on/Roll-off ships in Scheduled Service	67.600 %	€ 0,094
L.	Car Carriers, Ropax and Roll-on/Roll-off ships not in Scheduled Service	67.600 %	€ 0,139
M.	Cruise ships	N/A	€ 0,115
N.	Offshore ships	133.700 %	€ 0,312
O.	Other Vessels/ Seagoing Vessels	133.700 %	€ 0,312

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# SEA PORT DUES

## TABLE 2

### Cargo Tariff (per loaded and/or unloaded Ton)

	Type of Cargo	Cargo Tariff
1.	Agribulk	€ 0,508
2.	Iron ore and scrap	€ 0,508
3.	Coal	€ 0,508
4.	Other types of dry bulk goods	€ 0,508
5.	Crude oil	€ 0,658
6.	Mineral oil products (including pet cokes)	€ 0,508
7.	Other liquid bulk goods	€ 0,508
8.	Roll-on/Roll-off	€ 0,468
9.	Containers (including flats) - Shortsea/Feeder Scheduled Service - Deepsea Scheduled Service	€ 0,525 € 0,468 € 0,498
10.	Other general cargo - Shortsea/Feeder Scheduled Service - Deepsea Scheduled Service	€ 0,513 € 0,474 € 0,484
11.	LNG	€ 0,525
12.	Biomass	€ 0,508

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### **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 tariff is applied when a Seagoing vessel, coming from the sea and going to the hinterland or vice versa, visits the Port to perform transshipment operations, provided this tariff is requested simultaneously with the statement of sea harbour dues.

Type	GT-Tariff
A. Clearing inwards and outwards: I-tariff	€ 0,080
B. Laying up tariff: - Offshore Vessels - Other Vessels / Seagoing Vessels	€ 0,488 € 0,991
C. Bunkering: B-tariff	€ 0,093
D. Hinterland: A-tariff	€ 0,378

The minimum port dues guarantee as referred to in the Havenschap Moerdijk General Conditions of Sale, versions from before 2005, or the General Terms and Conditions for the Creation of a Leasehold, is currently based on the above Table of Tariffs for Special Tariffs, more in particular by multiplying the Bunker Tariff Type C by 2.11 and rounding it off to 3 decimals.

### **1.4 Discounts**

The following discounts apply to the seaport dues calculated in accordance with Section 1.2 of this Appendix 1:

- 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	75%
Container ships	75%
Car carriers and Roll-on/Roll-off ships	75%

#### **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 [www.wpci-esi.org](http://www.wpci-esi.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.

Quantum discount category	Volume $\geq$ * (x 1.000) from	Volume < * (x 1.000) to	Discount percentage
1.	1351	651	5,0 %
2.	651	1.304	8,0 %
3.	1.304	1.955	10,0 %
4.	1.955	3.258	14,0 %
5.	3.258	5.216	18,0 %
6.	5.216	-	21,0 %

\* volume in tonnes 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.

Quantum discount category	Volume $\geq$ * (x 1.000) from	Volume < * (x 1.000) to	Discount percentage
1.	131	651	5,0 %
2.	651	1.304	8,0 %
3.	1.304	1.955	10,0 %
4.	1.955	3.258	14,0 %
5.	3.258	5.216	18,0 %
6.	5.216	-	21,0 %

\* volume in tonnes 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.

Quantum discount category	Volume $\geq$ * (x 1.000) from	Volume < * (x 1.000) to	Discount percentage
1.	291	870	6,0 %
2.	870	1.450	9,0 %
3.	1.450	2.030	12,0 %
4.	2.030	2.897	14,0 %
5.	2.897	4.055	16,0 %
6.	4.055	5.215	19,0 %
7.	5.215	-	22,0 %

\* volume in tonnes of cargo and discount per client per year

## 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 € 5,00 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. 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 percentage	Applicable number of calls
1 - 5	-	-
6 - 10	10 %	1 - 10
11 - 20	10 % 15 %	1 - 10 11 - 20 11 - 20 11 - 20
21 - 50	10 % 15 % 20 %	1 - 10 11 - 20 21 - 50 21 - 50
51 - >	10 % 15 % 20 % 25 %	1 - 10 11 - 20 21 - 50 51 - >

## Schedule 2

### Table of Tariffs for Inland Port Dues 2021

Type of Vessel	Criterion	Per	Per voyage	Tariff	With subscription	Tariff
I. Freighters and Fishing Boats	Cargo capacity	100 tons	7 days maximum	€ 8,65	Per month Per quarter Per year	€ 30,83 € 80,16 € 284,95
II. Passenger ships and tugs	Surface area	100 m <sup>2</sup>	7 days maximum	€ 8,65	Per month Per quarter Per year	€ 30,83 € 80,16 € 284,95
III. Laid-up ships and vessels	Cargo capacity/surface area	100 ton/m <sup>2</sup>	-	-	Per month Per quarter Per year	€ 25,89 € 62,91 € 218,35
IV. Container ships	Containers	Container	-	€ 1,00	-	-
V. Other vessels	Surface area	100 m <sup>2</sup>	-	-	Per month Per quarter Per year	€ 30,83 € 80,16 € 284,95

#### Green Award discount:

Ships can claim a 15% or 30% or 100% discount on inland port dues by submitting a Green Award Certificate (15% discount) or a CCR-4 Certificate (30% discount) or proof of emission-free sailing (100%).

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## Schedule 3

### Table of Tariffs for Quay Dues 2021

The quay dues per metre per year are:

In case of a realised position of the port's bed level of:	If the bank is fitted with a quay (wall):	If the bank is fitted with a stone pitching or other bank defence:
2 metres	€ 30,37	€ 11,20
3 metres	€ 83,79	€ 27,98
4 metres	€ 121,05	€ 44,93
5 of 6 metres	€ 151,09	€ 55,95
7 metres	€ 182,87	€ 70,14
8 metres	€ 211,69	€ 84,94
9 metres	€ 242,07	€ 101,82
10 metres	€ 303,47	€ 115,14

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# Schedule 4

## General Tariffs 2021

**I. For fees to be charged by Havenbedrijf Moerdijk N.V. (HbM) for permits granted, for having objects below, on, in or above the ground and/or water, owned or managed by and/or maintained at HbM, as from 1 January 2021.**

1. General tariff	€ 23,62/m <sup>2</sup> /year, € 2,50/m <sup>2</sup> /month
2. Pipes, except for those used to discharge contaminated water, if and insofar as these discharge directly into HbM's sewers	€ 7,01/m <sup>2</sup> /year
3. Pipes for discharging rain water	€ 36,82/piece/year
4. Cables	€ 8,40/m <sup>2</sup> /year
5. Lighting columns	€ 7,65/piece/year
6. Mooring posts, dolphins and similar objects	€ 21,02/m <sup>2</sup> /year
7. Hydraulic engineering and jetty constructions	€ 9,24/m <sup>2</sup> /year
8. Having more than one exit construction per plot/company	€ 483,33/exit/year
9. Rail	€ 16,80m <sup>1</sup> /railway/year
10. Temporary use and/or double use of grounds: Per month or a part thereof	€ 0,74/m <sup>2</sup> /month
11. Providing hard copy information/permit to third parties	At cost + 30% handling fees with a minimum of € 50,11

12. Administrative fees for issuing new permits	from a minimum of € 393,60 per permit
13. Administrative fees for issuing existing permits with substantive changes	€ 97,29 per permit
14. Administrative fees for issuing permits with name changes	€ 50,59 per permit
15. General administrative fees	At cost + handling fees € 138,30

**II. For fees to be charged by Havenbedrijf Moerdijk N.V. (HbM) based on a provision in an agreement, or based on a right of use on the water with permission from the Harbour Master.**

1. For the fee to be charged by Havenbedrijf Moerdijk N.V. (HbM) for the rent of the loading and unloading facility, for what is referred to in certain agreements as "jetty constructed for joint use", at Oostelijke Insteekhaven [Eastern Harbour Basin], the following applies from 1 January 2021:
  - a fee is due for the rent of this facility, in the form of mooring fees of € 1,00 per metre length of the ship (measured between the perpendiculars) per hour or a part thereof, excluding turnover tax, insofar as the lessee has its registered office in the area, known as the small-scale parcelling, and the lessee can therefore be considered a "small-scale business". This includes the use of the quay over a depth of 16 metres;
  - the rental and leasing will be arranged by means of an agreement to be concluded with Van der Vlist Onroerend Goed B.V., or a party to be designated by this company;
  - applicable is the "Operational instruction regarding quay Van der Vlist Onroerend Goed B.V. including the former Apollosteiger". These instructions form part of the agreement concluded between Van der Vlist Onroerend Goed B.V. and the Moerdijk Port Authority (legal predecessor of HbM) to grant a right of leasehold.

2. The notional ton/kilometre price as referred to in the General Terms of Issue Havenbedrijf Moerdijk N.V. is set at € 0,0331 from 1 January 2021.
3. For other fees to be charged by Havenbedrijf Moerdijk N.V. (HbM) for providing:
 

- the list of established companies,	€ 19,46 per copy
- digital information on the Moerdijk Port and Industrial Area	€ 129,74 per copy
- the map indicating the water depths of the port	€ 97,29 per copy
- the digital survey map (in full colour)	€ 97,29 per copy

#### **Calculation method**

1. The General Tariff is applied in the cases as referred to in the preamble under I. of these Tariff Regulations, but in which the General Tariffs under points 2 to 15 do not provide;
2. When having objects in or under HbM's grounds or water the fees are levied in proportion to the surface of the horizontal projection of the objects, unless otherwise provided;
3. The breadth taken up by cables and pipes is determined as follows:
  - a. the length from the middle of the distance to the adjacent cable or pipe on the one side up to the middle of the distance to the adjacent cable or pipe on the other side;
  - b. if no adjacent cables or pipes are present, a breadth of one metre will be used for the calculation, plus the outside diameter of the cable or pipe;
  - c. if no adjacent cable or pipe is present on one side, a breadth of 0,5 metres will be used for the calculation of that side, plus the outside diameter\* of the cable or pipe;
  - d. if for safety reasons or other reasons a cable or pipe is laid at a distance of more than one metre from a cable or pipe already present, the distance to the adjacent cable or pipe will be used for the calculation less 0,5 metre.

\* Outside diameter means: the diameter including any protection such as a sleeve of cladding

## Schedule 5

### Moerdijk Port Area



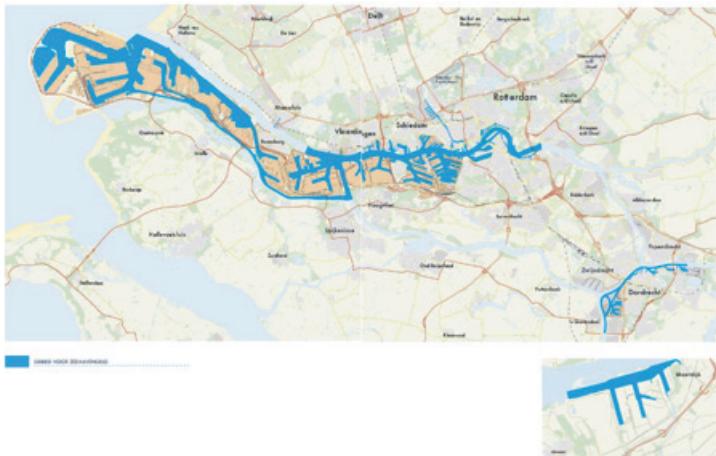
Green outlining = Moerdijk Port Area  
 Blue outlining = The stipulated total control area of Havenbedrijf Moerdijk N.V.

Harbour basins from left to right:

- Western Harbour Basin;
- Central Harbour Basin;
- Eastern Harbour Basin;
- Northern Harbour Basin;
- Roode Vaart Harbour Basin.

## Schedule 6

### Rotterdam-Moerdijk Seaport Area



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Map derived from the current General Terms and Conditions including Port Tariffs of Havenbedrijf Rotterdam N.V.



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