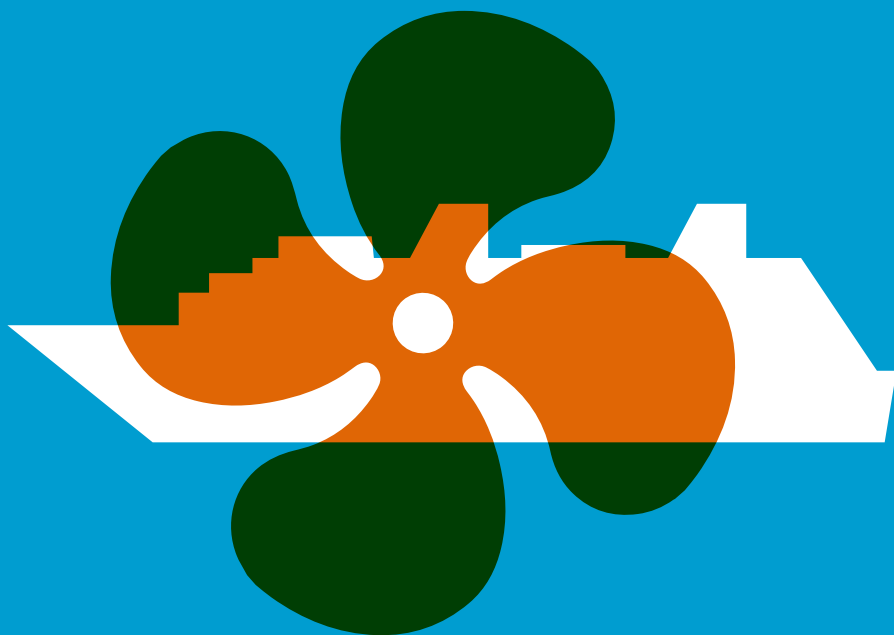
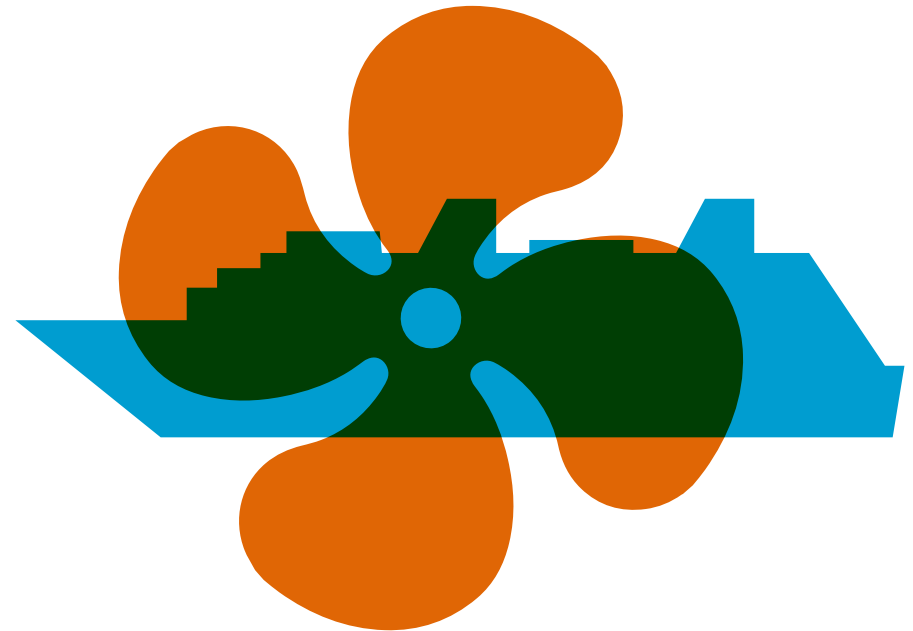


HAVENBEDRIJF AMSTERDAM N.V. GENERAL TERMS AND CONDITIONS

SEA HARBOUR, QUAY, BUOY
AND DOLPHIN DUES



General terms and conditions



These General Terms and Conditions of sea harbour, quay, buoy and dolphin dues for Havenbedrijf Amsterdam N.V. were established by the Executive Board of Havenbedrijf Amsterdam N.V. during the meeting of May 3rd, 2022, and registered with the Amsterdam Chamber of Commerce.

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Noordzeekanaal

Australiëhaven

Aziëhaven

Westhaven

Sonthaven

Bosphorushaven

Suezhaven

Hornhaven

Beringhaven

IJsselmerhaven

Jan van Roonhaven

Pelikaanhaven

Coenhaven

Vlothaven

Mercuriushaven

Het IJ

Het IJ

IJhaven

Buiten-IJ

Amsterdam-Rijnkanaal

General

Article 1 Definitions

Agribulk:	Cargo which according to the revised merchandise group classification of the Nomenclature uniforme des marchandises pour les Statistiques de Transport Révisée (Uniform Merchandise Nomenclature for Transport Statistics) is classified under group 01, 03 - 0391, 17 and 18;
Ballast:	Solid or liquid substances, without commercial value, which are either entirely or partially loaded onto a vessel for the purpose of increasing the vessel's stability or in order to lower its highest point above the water level.
Board/board transfer:	Direct transfer between two vessels.
Bunkering:	The act of taking on fuel required by the Seagoing vessel itself.
Cargo:	All merchandise and packaging materials, containers, trailers and lash bins, loaded and unloaded by a Seagoing vessel, with the exception of mafi trailers, the hand luggage of those travelling on the Seagoing vessel, ballast, fuel, provisions and other items required for personal use on the vessel and harmful substances as defined in the Prevention of Pollution from Ships Act [Wet voorkoming verontreiniging door schepen]. Amount as per Bill of Lading.
Client:	The natural person or legal entity making use of the Port with a Seagoing vessel or purchasing other services from Havenbedrijf Amsterdam N.V., including the captain, the forwarding agent, the shipowner, the party using the vessel, the agent and the party who as representative of the



	<p>aforementioned persons has performed preparatory activities in respect of Havenbedrijf Amsterdam N.V. in preparation for the aforementioned use or purchase of services.</p>
ConRO ship:	ConRO vessel: a Sea-going vessel that is intended or used mainly for both the transport of Cargo that is fully or partly driven on and off the vessel by means of suitably equipped built-in loading ramps and for the transport of containers to be placed on top of the deck;
Container ship:	A Seagoing vessel which due to its construction and design is exclusively intended for container transport.
Cruise ship:	A Seagoing vessel exclusively intended and used for the commercial transport of passengers undertaking the journey for the purpose of tourism, consisting principally of the sea journey itself.
Decontamination berth:	Designated, fixed location in a harbour for conducting decontamination work on vessels.
Deep sea:	Maritime shipping operating outside of the Short sea sailing area.
Environmental Ship Index:	An index developed by the World Ports Climate Initiative to measure the air emission performances of seagoing vessels.
ETA:	expected time of arrival at the berth.
ETD:	expected time of departure from the berth.
Green Award:	Certificate issued by Stichting Green Award in Rotterdam.
Gross Ton (GT)	The unit of measurement for the gross content of a Seagoing vessel as defined in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaty Series [Tractatenblad] 1970, 122 and 194).
Harbour Master:	Havenbedrijf Amsterdam N.V. harbour master designated by the Municipal Executive of Amsterdam.
Inland navigation vessel:	A vessel used and intended mainly for local,

Lightering

Lightering facilities: LOA:

Oil product:

Ores:

Port:

Port Security Act:

Port security surcharge:

Roll-on/Roll-off vessel:

interurban or international commercial transport of goods by water to which the Inland Waterways Act applies.

transferring cargo of large bulk carriers to smaller vessels (barges and push barges), to reduce the draught of the bulk carriers.

facilities needed to make lightering possible. the unit in meters (up to 2 decimal places) of a vessel, as defined in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaty Series 1970, 122 and 194);

Products in accordance with the annex to Appendix I of regulation 1 Marpol 73/78.

Cargo which according to the revised merchandise group classification of the Nomenclature uniforme des marchandises pour les Statistiques de Transport Révisée (Uniform Merchandise Nomenclature for Transport Statistics) is classified under group 41 and 45 4520, 4530, 4550, 4591, 4592.

The area marked on the map appended to these General Terms and Conditions.

Act of 6 July 2004 to implement Regulation (EC) no. 725/2004 of the European Parliament and the Council of the European Union of 31 March 2004 concerning improvement of security for vessels and harbour facilities (OJEU L 129), as well as other decisions by organisations governed by international law concerning the security of harbours.

Surcharge applied to the use of a public quay in connection with the security measures taken by Havenbedrijf Amsterdam N.V. in the context of implementing the Port Security Act.

Seagoing vessel, principally intended for or used to transport Cargo, which is entirely or partially loaded onto and unloaded from the vessel on wheels via

	loading ramps which are part of the permanent equipment of the vessel and provided for that purpose.
Seagoing vessel:	Any Vessel intended for or used for voyages at sea as defined in the Ships Act [Schepenwet], as well as any 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.
Seagoing vessel inscheduled service:	Seagoing vessel that sails in accordance with a timetable submitted by the Client to Havenbedrijf Amsterdam N.V. , where: <ul style="list-style-type: none"> – The timetable must be publicly announced and made available at least four weeks before it is due to enter into effect. – The timetable provides information on fixed departures and arrivals, so as to enable interested parties to bring Cargo for loading or receive it in a timely manner. – Everyone can bring Cargo for loading, which shall be accepted under the applicable conditions. – The actual quantity of goods loaded onto or unloaded from the Seagoing vessel comprises a minimum of 10% general cargo.
Second call:	Second visit to the Port within one journey by a Seagoing vessel sailing in scheduled service.
Ship repair facility:	Facility whose principal activity is to perform or allow the opportunity to perform repairs to Seagoing vessels and which has berths designed and used specifically for that purpose.
Short sea:	Maritime shipping operating within the areas of Europe, the Mediterranean Sea, the Black Sea, Morocco, the Canary Islands, Madeira and the Cape Verde Islands.
Supply vessel:	A Seagoing vessel, principally intended or used to transport people or materials for drilling rigs or working vessels stationed at sea.

Ton:	A mass of 1000 kilograms.
Tonnage certificate:	Tonnage certificate which satisfies the requirements laid down in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaty Series [Tractatenblad] 1970, 122 and 194).
Tug:	Seagoing vessel intended or used for tugging or pushing other vessels.
Vessel:	1° 1. Any floating body which, due to its buoyancy, is used for, intended for or is suited to either transporting people or merchandise or objects by water, whether or not these constitute part of the floating body itself. 2° 2. Any other floating body, such as a work and installation raft, pontoon, wooden raft, elevator, diving bell, sand pump, dredger, floating machine, drilling platform or any other floating construction used for exploring or operating oil or gas fields or the extraction of minerals at sea.
Waiting Seagoing vessel:	Seagoing vessel for which the intended mooring berth is not immediately available and is therefore temporarily allocated another mooring berth, if available, by the Harbour Master.
Warship:	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.
Working vessel:	Seagoing vessel, intended or used as a floating construction for exploring or operating oil and gas fields at sea or the extraction of minerals at sea.
Yacht:	Seagoing vessel exclusively intended and used as a pleasure craft.

Article 2 Applicability

- 2.1** These General Terms and Conditions shall apply to all agreements where the Client makes use of the Port and/or where Havenbedrijf Amsterdam N.V. provides services to the Client, as well as to offers and quotations from Havenbedrijf Amsterdam N.V. for stated use and/or carrying out stated services, unless parties agree otherwise in writing.
- 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 Havenbedrijf Amsterdam N.V. explicitly rejects the applicability of the Client's general terms and conditions.
- 2.3** Amendments and/or deviations for the provisions set forth in these General Terms and Conditions shall only be binding on Havenbedrijf Amsterdam N.V. if and insofar as Havenbedrijf Amsterdam N.V. has expressly accepted the amendments or deviations in writing.

Article 3 Conclusion of the agreement and several liability

- 3.1** An agreement between Havenbedrijf Amsterdam N.V. and the Client is entered into (i) when Havenbedrijf Amsterdam N.V. 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 15 of these General Terms and Conditions or (iii) from the moment the Client actually makes use of the Port and/or the services provided by Havenbedrijf Amsterdam N.V. .
- 3.2** The persons designated as the Client in Article 1 of these General Terms and Conditions are considered to be joint and several debtors in respect of the fulfilment of all of the Client's obligations towards Havenbedrijf Amsterdam N.V. .

Article 4 Performance of services

- 4.1** Services within the definition of these General Terms and Conditions do not include the exercise of the public task by Havenbedrijf Amsterdam N.V. where a public law basis for applies unless Havenbedrijf Amsterdam N.V. performs these activities under the same legal terms and conditions as private economic entities.
- 4.2** Havenbedrijf Amsterdam N.V. is entitled to perform the services specified in these General Terms and Conditions as it sees fit.
- 4.3** Havenbedrijf Amsterdam N.V. shall endeavour to perform the services to the best of its ability.
- 4.4** If circumstances as determined by Havenbedrijf Amsterdam N.V. dictate, Havenbedrijf Amsterdam N.V. shall in the performance of services be entitled to use items other than those agreed or to engage third parties, provided this does not compromise the quality of the performance as a whole.
- 4.5** The Client hereby accepts that the circumstances defined in paragraph 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 shall at all times provide Havenbedrijf Amsterdam N.V. with all information necessary for the proper performance of services in a timely manner and will grant all cooperation in this regard.
- 4.7** If the Client fails to provide Havenbedrijf Amsterdam N.V. with the necessary information or fails to do so in a timely manner, Havenbedrijf Amsterdam N.V. shall be entitled to suspend performance of the services at all times.

SEA HARBOUR DUES

Article 5 Liability for sea harbour dues

- 5.1 If the Client makes use of the Port with a Seagoing vessel and in this respect purchases the services of Havenbedrijf Amsterdam N.V. , the Client shall be required to pay sea harbour dues to Havenbedrijf Amsterdam N.V. .
- 5.2 The Client shall be required to pay the sea harbour dues upon commencement of the use of the berthing facilities or other Port facilities or the services performed by Havenbedrijf Amsterdam N.V. in that respect.

Article 6 Rates for sea harbour dues

- 6.1 The sea harbour dues payable by the Client shall be calculated on the basis of the fixed rates for sea harbour dues as set out in Annex 1 to these General Terms and Conditions.
- 6.2 In the calculation of the rates for vessels a proportion of a unit of measurement for content, expressed in Gross Tons (GT), or of Cargo, expressed in metric tons, is not counted.
- 6.3 If there is insufficient indication of the number of tons of Cargo, the gross content of the Seagoing vessel shall be used in applying the rates.
- 6.4 If no Tonnage certificate is submitted, Havenbedrijf Amsterdam N.V. shall determine the content of the Seagoing vessel in the calculation of the rates.
- 6.5 The amount of sea harbour dues payable shall be rounded to two decimal places and expressed in euro.



- 6.6 Havenbedrijf Amsterdam is authorized to raise 0.6% on the GT tariff and Cargo Rate on behalf of ORAM (the Amsterdam Region Business Association) and for social projects for seafarers in the Amsterdam Port.

Article 7 Calculating sea harbour dues

- 7.1 The rates for sea harbour dues, as referred to in Annex 1 to these General Terms and Conditions shall apply to an uninterrupted stay in the Port for a duration not exceeding thirty days, beginning on the first day of the Seagoing vessel's stay in the Port.
- 7.2 The duration of the stay in the Port shall not be deemed to be interrupted if the Seagoing vessel leaves the harbour and owing to adverse weather conditions or due to damage sustained on the outward journey immediately returns to the Port without having called at other ports.
- 7.3 The duration of the stay in the Port shall not be deemed to be interrupted if a tanker has left the Port for a period not exceeding forty-eight hours to wait at sea for a berth to become available or for the purpose of degassing or cleaning work insofar as the stay at sea does not involve calling at another port.
- 7.4 In the event where a blend operation aboard a gasoline carrying tanker vessel fails to produce the desired blend, the agent can apply for a discounted tariff on the second call needed to correct the blend. The terms are as follows;
- The agent needs to announce the failed blend and returning vessel within 48 hours of ATD of the original port call.
 - The vessel needs to arrive in port within, 7x24 hours after ATD of the original port call.
 - The maximum allowed cargo in/out during the second call is 10% of the vessels DWT.
- When the second call meets the above criteria, the GT tariff for the second call will be set at 40% of the going rate for tanker vessels in the current tariff. The port dues for cargo in/out will be calculated as per the tariff.
- 7.5 For the purpose of establishing the duration of the stay in the Port, the

period of a visit to the port in the Municipality of Zaanstreek, immediately prior to or immediately following on from the stay in the Port shall be taken into account.

- 7.6 If a situation as outlined in the fourth paragraph of this Article arises, no more shall be charged in calculating the rates than that which the Client would have been required to pay if all loading and/or unloading activities had taken place in the Port.
- 7.7 For the purpose of calculating and collecting sea harbour dues, the Port is regarded as a single entity.

Article 8 Exemptions

- 8.1
- a A training ship for the navy, merchant navy or pilotage, irrespective of the flag under which it is sailing, and every other Seagoing vessel in direct state service, provided that no transactions or transportation are carried out in return for payment.
 - b A Warship provided that any Cargo is operated solely by military personnel.
 - c A Tug, only if and insofar as it is used for the purpose of normal assistance of Seagoing vessels in the process of entering and leaving the Harbour.
 - d A Cruise ship calling at the Port for the first time.
 - e The first Seagoing vessel of a new scheduled service that is calling at the Port.
 - f A Seagoing vessel for a period not exceeding sixty days, if the sole purpose of the visit to the port is to prepare the vessel for its maiden voyage following construction, on the understanding that:
 - the Harbourmaster is notified in writing in advance.
 - the Harbourmaster is notified immediately once the vessel has been prepared for its maiden voyage.
 - No Cargo is handled.
 - The Seagoing vessel is permitted to sail in and out of the Port during this period on one or more test voyages.
 - g A Seagoing vessel that calls at the Port with the sole purpose of

docking and/or carrying out repairs at an approved Ship Repair Facility on the understanding that the Harbourmaster is notified in writing in advance.

- h A Seagoing vessel that calls at the Port for a period not exceeding thirty days for the sole purpose of having repairs carried out by a ship repair company outside of an approved Ship Repair Facility on the understanding that the Harbourmaster is notified in writing in advance and that the Harbourmaster receives an immediate written declaration detailing the nature of the work from the ship repair company once the work has been completed.
- i A Seagoing vessel that calls at the Port for a period not exceeding thirty days for the sole purpose of exchanging crew and/or taking injured or deceased persons ashore, provided that the Harbourmaster is notified in writing in advance.
- j A Seagoing vessel that calls at the Port for the sole purpose of demolition, provided that the ship sails to the area where demolition work is to be carried out immediately upon arrival, and that the Harbourmaster is notified in writing by the Client in advance of the demolition.
- k A Seagoing vessel which sails through the Port without unloading, loading, mooring at quays, shores or landing stages or using any site serving shipping which is managed or maintained by Havenbedrijf Amsterdam N.V. , provided that the Seagoing vessel does not stay in Port for any longer than is required to sail straight through.
- l A Seagoing vessel which calls at the Port for a period not exceeding four hours for the sole purpose of inward or outward clearance in order to perform the required customs formalities, provided that the Harbourmaster is notified in writing in advance and that the ship remains at a berth as assigned by the Harbour Master.
- m A Seagoing vessel which calls at the Port for a period not exceeding four hours for the sole purpose of bunkering, provided that the Harbourmaster is notified in writing in advance.
- n A Seagoing vessel which calls at the Port for a period not exceeding twelve hours for the sole purpose of bunkering Liquid Natural Gas (LNG), provided that the Harbourmaster is notified in writing in advance.
- o A Seagoing vessel which calls at the Port for the sole purpose of

carrying out work commissioned by Havenbedrijf Amsterdam N.V. or commissioned by the State, provided that this work takes place for the purpose of construction, improvement or maintenance to the Port.

- p Sea-going vessel visiting the Port of Amsterdam to appear at an event that has been designated as an exempted event by Havenbedrijf Amsterdam N.V.
- q Sea-river vessels not arriving from sea fall within the scope of the general terms and conditions for inland harbour dues and are not required to pay sea harbour dues.

Article 9 Statement of information

- 9.1** The Client must provide Havenbedrijf Amsterdam N.V. an electronic statement via the harbour information system Portbase of all information required for the purpose of determining the sea harbour dues payable no later than 10 days after the departure of the Seagoing vessel from the Port. Havenbedrijf Amsterdam N.V. is authorised to determine which documents are valid to support the transshipment data for the statement as referred to in Article 9.4
- 9.2** Havenbedrijf Amsterdam N.V. is authorised to request a security of payment from the Client, in the form of a security deposit or bank guarantee.
- 9.3** In the event of the continued stay in the Port and at the end of the period defined in Article 7.1 of these General Terms and Conditions, the Client must submit an additional statement relating to the extension of the Seagoing vessel's stay in the Port prior to commencement of each subsequent thirty-day period.
- 9.4** The Client must at all times be able to demonstrate in writing the Cargo Tonnage transferred. Immediately upon the request of Havenbedrijf Amsterdam N.V. , the Client shall grant access to all documents containing transshipment data relevant to the sea harbour dues payable or provide Havenbedrijf Amsterdam N.V. with copies of all relevant documents. If the Client does not grant full access to or provide copies of relevant

documents, the rate shall be calculated according to the provisions laid down in Article 11.1 of these General Terms and Conditions.

Article 10 Invoicing and payment of sea harbour dues

- 10.1** The Client shall be required to pay the sea harbour dues at the same time as submitting the statement as defined in Article 9.1 of these General Terms and Conditions.
- 10.2** Contrary to paragraph 10.1, the sea harbour dues may be paid upon receipt of an invoice if the Client has provided security of payment to Havenbedrijf Amsterdam N.V. as defined in Article 9.2 of these General Terms and Conditions. In the aforementioned case, Havenbedrijf Amsterdam N.V. must have received payment within fourteen calendar days of the invoice date. In that case, payment may be made by means of direct debit, in which case the invoice amount shall be debited with a value date 21 calendar days after the invoice date.
- 10.3** Disputes between Havenbedrijf Amsterdam N.V. and the Client do not entitle the Client to delay payment.

Article 11 Lack of or incorrect statement

- 11.1** If the Client fails to submit the statement or does not submit the statement on time, the Client will incur an extra charge of maximum €100 (one hundred euro) per day the statement is late, in addition to the cost already stipulated conform to the VCD (Vessel Call Document). The exact amount is to be determined by Havenbedrijf Amsterdam N.V.

- 11.2** If the Client determines that due to an incorrect statement, the amount paid is either too low or too high, the Client shall be required to inform Havenbedrijf Amsterdam N.V. in writing immediately. In that case, the Client is obliged to enclose all documents in evidence of the inaccuracy of the initial or supplementary statement.
- 11.3** If Havenbedrijf Amsterdam N.V. determines that the Client has paid too little or too much, Havenbedrijf Amsterdam N.V. shall decide whether to settle the difference by means of an invoice or credit note.
- 11.4** If a Havenbedrijf Amsterdam N.V. audit reveals that the Client paid too little, due to an incomplete and or incorrect statement, the Client shall owe the difference plus a surcharge of 10% of the total amount payable.
- 11.5** Notifications defined in the second paragraph of this Article must have been received by Havenbedrijf Amsterdam N.V. no later than three months after the invoice date. Upon expiry of this period, the Client is deemed to be in agreement with the level of sea harbour dues.

Article 12 Costs and interest

- 12.1** If the Client fails to pay the sea harbour dues on time, the Client is in default by operation of law and Havenbedrijf Amsterdam N.V. shall be entitled to charge interest as defined in Section 119a of Book 6 of the Dutch Civil Code over the entire amount due as from the payment deadline.
- 12.2** All extrajudicial costs incurred by Havenbedrijf Amsterdam N.V. in relation to the collection of the amount owed and not paid on time by the Client shall be borne by the Client. These costs are fixed at 15% of the amount to be collected, unless Havenbedrijf Amsterdam N.V. demonstrates that the actual costs incurred are higher.

QUAY, BUOY AND DOLPHIN DUES

Article 13 Liability for quay, buoy and dolphin dues

- 13.1** If the Client makes use of public quays, buoys or piles in the Port with a Seagoing vessel, it shall be required to pay quay, buoy or dolphin dues.
- 13.2** The quay, buoy and dolphin dues will be calculated based on the fixed rates as set out in the rate table appended to these General Terms and Conditions as Annex 1. When use of a public quay, buoy or dolphin is preceded by a reservation of this berth, the client will be invoiced for the timeslot the berth is reserved. Article 17.a and following apply.
- 13.3** The Client shall also be required to pay a Port security surcharge for the use of a public quay with a Seagoing vessel. The Port security surcharge is set out in the rate table appended to these General Terms and Conditions as Annex 1.

Article 14 Rates/calculation of quay, buoy and dolphin dues

- 14.1** The rate for quay dues is set according to the length of the vessel, expressed in length overall (LOA) and is calculated on the basis of the rates for quay dues as set out in the rate table appended to these General Terms and Conditions as Annex 1.



- 14.2** In the case of Board/board transfer or in the case of double mooring of vessels, only the vessel with the greatest length will be charged for quay, buoy or dolphin dues.
- 14.3** In the case of double mooring alongside a pontoon, quay, buoy or dolphin dues will only be charged for the vessel and not the pontoon.

Article 15 Exemptions

- 15.1** Quay, buoy and dolphin dues will not be charged for use by:
- a A seagoing vessel, waiting to load or unload, during the first seventy-two consecutive hours immediately after arrival in the Port.
 - b Vessels as referred to in Article 8(a) up to and including Article 8(f), Article 8(h) Article 8(i), Article 8(l), Article 8(m), Article 8(n), Article 8(o) and Article 8(q).

Article 16 Invoicing and payment of quay, buoy and dolphin dues

- 16.1** The Client shall be required to settle the quay, buoy and dolphin dues, as well as the Port security surcharge, within 14 calendar days of the invoice date.
- 16.2** Payment of the quay, buoy and dolphin dues, as well as the Port security surcharge may be made by means of direct debit, in which case the invoice amount shall be debited with a value date 21 calendar days after the invoice date.
- 16.3** Disputes between Havenbedrijf Amsterdam N.V. and the Client do not entitle the Client to delay payment.

Article 17 Costs and interest

- 17.1** The provisions stipulated in Articles 11.3 and 12 of these General Terms and Conditions shall apply mutatis mutandis to the quay, buoy and dolphin dues and to the Port security surcharge payable, on the understanding that 'sea harbour dues' is substituted by 'quay, buoy or dolphin dues' or 'Port security surcharge'.

RESERVATION OF A BERTH AT PUBLIC QUAYS, BUOYS OR DOLPHINS

Article 17A Reservation method

17A.1 The Client may request a berth at public quays, buoys or dolphins.

17A.2 The Client may make a request for a reservation through the online reservation form on the Havenbedrijf Amsterdam N.V. website. If any information is unknown at the time the request is being made, it must be provided as quickly as possible and prior to mooring. The following information must always be provided:

- ETA
- ETD
- IMO/ENI number
- CRN number
- Name of the vessel
- Activity at the berth
- Location of the berth
- Depth and length

17A.3 A reservation will be confirmed based on the date and time of receipt of the request, the availability of the desired location for the period and activity indicated and provided that there are no public law restrictions in place. Confirmation will be given on a first come, first served basis.

17A.4 If the applicant changes the activity indicated in the request for the reservation, the reservation will no longer be valid. In this event, a new request for a reservation must be made.

17A.5 Havenbedrijf Amsterdam N.V. will inform the applicant as to whether the request has been granted within 24 hours of receiving the request. This confirms the request. The Client will be informed within no more than 48 hours regarding requests submitted on weekends or on national public holidays.

17A.6 The reserved berth may be used for longer provided this does not clash with a subsequent reservation. The extension cannot be requested in advance. It may only be submitted within the period that the Client is using the reserved berth. Transhipment takes priority.

17A.7 Havenbedrijf Amsterdam N.V. reserves the right to change or cancel a reservation at all times, including after the reservation has been confirmed.

Article 17B Reservation for transhipment

17B.1 The Client may request a berth at public quays, buoys or dolphins for a maximum consecutive period of 7 x 24 hours. The reservation may be extended once for a maximum of 7 x 24 hours.

17B.2 In the event of a reservation for transhipment, the indicated ETA or ETD may be changed, provided the amendment does not mean that the ETD is at a later time. This will be in compliance with the third party.

17B.3 Once the reservation for transhipment has been confirmed, the Client may change the ETA or ETD or the name of the vessel or IMO/ENI number no more than twice. It is possible to change the ETA and ETD up to a maximum of 72 hours before the original ETA. Changes to activities are not permitted.

Article 17C Reservation for use other than transhipment

17C.1 A reservation for a berth may be requested for a maximum consecutive period of 3 x 24 hours. The reservation may be extended twice up to a maximum of 3 x 24 hours.

17C.2 A request for a reservation may be made from 72 hours prior to the ETA.

17C.3 If a request for a reservation with higher priority is submitted during the stay, the activity during the ongoing reserved period may continue. A request for an extension will not be approved. If the extension has been requested prior to the request for a reservation with higher priority, the extension will expire. No costs will be charged. The Client may be assigned another berth by mutual agreement.

Article 17D Financial provisions

17D.1 The Client will be charged quay, buoy and dolphin dues for use during the reserved period.

17D.2 The amount of the quay, buoy and dolphin dues and the conditions of payment will be determined in accordance with the general terms and conditions for sea harbour, quay, buoy and dolphin dues of Havenbedrijf Amsterdam N.V., the information in the reservation form and the occupation of the berth.

17D.3 If the berth is only partially used during a reserved period, the Client will be charged quay, buoy and dolphin dues for the entire reserved period.

17D.4 If a confirmed reservation is cancelled between 14 days and 72 hours prior to the indicated ETA, the Client will be charged 50% of the quay, buoy and dolphin dues for the entire reserved period. If the Client cancels the reservation within 72 hours of the ETA, they will be charged 100% of the quay, buoy and dolphin dues.

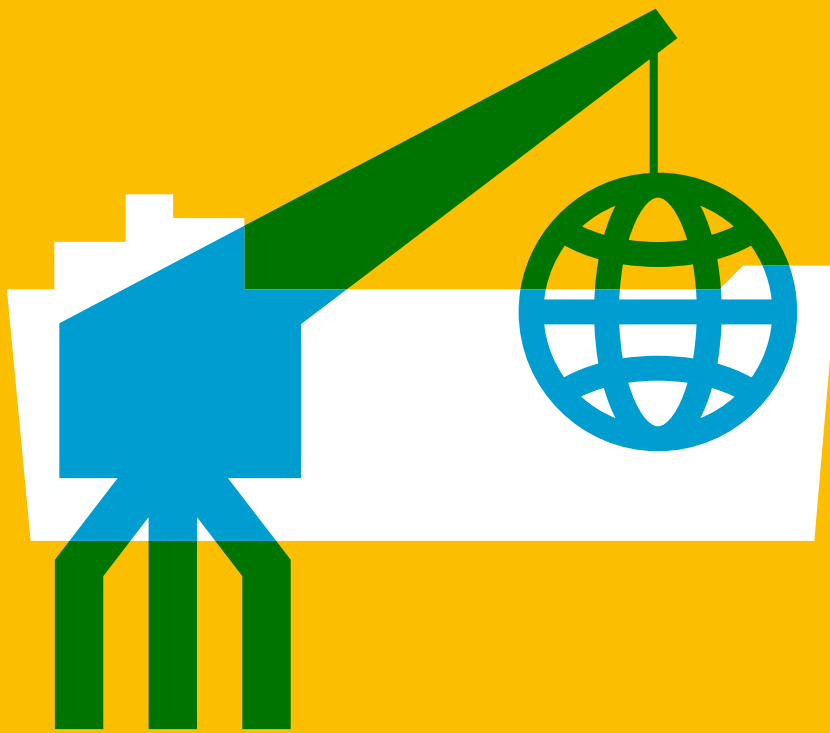
17D.5 If a confirmed reservation is not cancelled and the berth is not used, the Client will be charged 200% of the quay, buoy and dolphin dues for the entire reserved period. Havenbedrijf Amsterdam N.V. also reserves the right to allocate the berth to another party.

Article 17E Reimbursement for the use of IJ dolphins; lightering facilities

17E.1 Lightering facilities are available for a limited number of users with whom Havenbedrijf Amsterdam N.V. has concluded a user agreement.

17E.2 As soon as the Client uses the lightering facilities of Havenbedrijf Amsterdam N.V. with a seagoing vessel outside of the locks, the obligation arises for the Client to pay a fee to Havenbedrijf Amsterdam N.V. for the transhipment. When the lightering facilities are used in combination with a visit to the Port of Amsterdam, a different tariff will apply, as stated in the List of tariffs for sea harbour, quay, buoy and dolphin dues.

17E.3 Information about the lightering facilities and the conditions under which they can be used by the Client will be made available by Havenbedrijf Amsterdam N.V. upon request.



MISCELLANEOUS GENERAL PROVISIONS

Article 18 Berths

- 18.1 Access to the Port does not imply that the Client is also entitled to claim a berth. Havenbedrijf Amsterdam N.V. retains the right to refuse a berth at any time if it has cause to do so.

Article 19 Rates

- 19.1 Havenbedrijf Amsterdam N.V. may adjust the rates specified in the rate tables at any time.
- 19.2 The rates set out in the rate tables are exclusive of sales tax.

Article 20 Liability

- 20.1 The liability of Havenbedrijf Amsterdam N.V. that may arise in relation to any activity by Havenbedrijf Amsterdam N.V. or a person covered by the liability of Havenbedrijf Amsterdam N.V. by law shall under no circumstances exceed the amount paid to Havenbedrijf Amsterdam N.V. by the insurer of Havenbedrijf Amsterdam N.V. .

- 20.2** The liability of Havenbedrijf Amsterdam N.V. for activities as defined in Article 4.1 is excluded.
- 20.3** If, for whatever reason, the insurer of Havenbedrijf Amsterdam N.V. does not effect payment to Havenbedrijf Amsterdam N.V. or if the damage is not covered by the insurer of Havenbedrijf Amsterdam N.V. , the liability of Havenbedrijf Amsterdam N.V. shall never exceed an amount of € 500 per incident/event resulting in damage being sustained. A series of connected incidents/events resulting in damage being sustained shall be deemed as one incident/event.
- 20.4** The provisions set forth in this Article do not apply if and insofar as the damage is due to gross negligence or intent of Havenbedrijf Amsterdam N.V. .
- 20.5** All liability for loss of profit, reduced revenue and any other indirect damages and consequential loss is expressly excluded.

Article 21 Force majeure

- 21.1** If Havenbedrijf Amsterdam N.V. fails in the fulfilment of any obligation towards the Client, this failure cannot be imputed to Havenbedrijf Amsterdam N.V. , and consequently Havenbedrijf Amsterdam N.V. shall not be in default, if Havenbedrijf Amsterdam N.V. 's fulfilment of that obligation is impeded or rendered impossible by foreseeable or unforeseeable circumstances beyond the control of Havenbedrijf Amsterdam N.V. . These circumstances include, but are not limited to: war, terrorism, occupation, government measures of any nature, natural disasters, fire, explosion, adverse weather, blockades, strikes, shortage of berthing facilities, breakdown of sea locks in IJmuiden and any other circumstances not reasonably foreseeable by Havenbedrijf Amsterdam N.V. and beyond the control of Havenbedrijf Amsterdam N.V. .

- 21.2** In the event of force majeure, Havenbedrijf Amsterdam N.V. shall be 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 in excess of one month, Havenbedrijf Amsterdam N.V. and the Client shall both be entitled to fully or partially terminate the agreement without obligation to compensation for damages.

Article 22 Indemnity

- 22.1** The Client indemnifies Havenbedrijf Amsterdam N.V. against claims on any basis whatsoever brought by third parties alleging to have suffered damages through the use of the Port or through the services provided by Havenbedrijf Amsterdam N.V. to the Client.

Article 23 Suspension and termination

- 23.1** If the Client remains in default of any obligation towards Havenbedrijf Amsterdam N.V. , as well as in the event of bankruptcy, suspension of payments or cessation of the Client's business, Havenbedrijf Amsterdam N.V. shall be 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 terminate the agreement in question in reference to all or part of the as yet unfulfilled portion of the agreement, at the discretion of Havenbedrijf Amsterdam N.V. , by means of a written declaration to the Client. The foregoing is without prejudice to the other rights entitled to Havenbedrijf Amsterdam N.V. .
- 23.2** If the agreement is terminated on the grounds stated in paragraph 23.1, all claims held by Havenbedrijf Amsterdam N.V. may be demanded immediately and in full.

Article 24 Removal of a Seagoing vessel

- 24.1** If the Client fails to fulfil its obligations or fails to fulfil them on time, Havenbedrijf Amsterdam N.V. shall have the right to remove the Seagoing vessel or have the Seagoing vessel removed at the expense and risk of the Client.

Article 25 Applicable law and disputes

- 25.1** All rights, obligations and disputes arising from these General Terms and Conditions are governed by Dutch law to the exclusion of all other laws.
- 25.2** The competent court in the district of Amsterdam shall have exclusive competence over any disputes that may arise in connection with these General Terms and Conditions or any agreement between the parties that may arise from these General Terms and Conditions.

Article 26 Nullity of one or more provisions

- 26.1** The nullity of any provision set forth in the agreement or in these General Terms and Conditions shall have no effect on the other provisions of the agreement and these General Terms and Conditions.
- 26.2** If and insofar as any provision set forth in the agreement or in these General Terms and Conditions is deemed to be unreasonably onerous, unacceptable or invalid under the given circumstances, the provision in question shall 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.

These General Terms and Conditions shall apply starting on June 1st 2022.

Havenbedrijf Amsterdam N.V.

List of rates 2022

SEA HARBOUR, QUAY, BUOY AND DOLPHIN DUES
HAVENBEDRIJF AMSTERDAM N.V.



This list of rates is an annex to the General Terms and Conditions of sea harbour, quay, buoy and dolphin dues for Havenbedrijf Amsterdam N.V., as registered with the Amsterdam Chamber of Commerce, established by the Executive Board of Havenbedrijf Amsterdam N.V. during the meeting of December 7th 2021

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PREFACE

All rates in this overview are stated in euro.

The following changes have been made compared to the rates for 2020:

- All rates have been increased by 1,26%.
- In Rates for seagoing vessels, not in scheduled service, the TIER-related discount for Cruise ships has been added
- In Rates for quay dues, buoy dues and dolphin dues, rates 4.2, 4.3, 5.2 and 6.2.

Important note: In the event of any conflict or inconsistency between the English text and the Dutch text, as registered with the Amsterdam Chamber of Commerce, the Dutch text shall prevail.

I. Seagoing vessels, not sailing in scheduled service

For the use of the port and the use of services for a maximum of one month, rate A shall apply, unless – if cargo is involved – using the combined rate B results in a lower sum, in which case this lower sum shall be payable:

RATES 2022		RATE A		RATE B
Rate code	Description	Per GT	Per GT	Per ton of cargo
1.1	General rate	1,042	0,329	0,530
1.2	Coal or cokes (non-petroleum cokes)*	0,866	0,273	0,438
1.3	Supply vessel	0,693	0,227	0,349
1.4	Container vessel	0,313	0,199	0,337
1.5	Roll-on/roll-off vessel	0,437	0,182	0,130
1.6	Oil tanker	1,138	0,370	0,576
1.7	Cruise ship	0,234		
1.8	Yacht	0,339		

*If this constitutes at least half of the weight of the cargo loaded onto or unloaded from the vessel.

Special conditions:

- If upon entry, part of the useful shipping space cannot be used due to the draught limit of the seaway leading up to it, harbour charges can only be levied on a maximum tonnage of 50,000 GT, with the exception of roll-on/-roll-off vessels and cruise ships.
- An oil tanker, of which part of the load is an annex 1 product, will be charged the oil tanker rate.
- Cruise ships that qualify for TIER II or TIER III are eligible for a discount on the above mentioned Rate A of 20% and 30%, respectively.

Lighterage facilities

Vessels using the lighterage facilities outside the locks while calling on Port of Amsterdam are required to pay a fee for the transshipment of cargo into and from sea-going vessels. This fee is calculated per transhipped tonne of cargo, as shown in the table below.

2022 RATES		RATE A		RATE B
Tariff code	Description	Per GT	Per GT	Per ton of cargo
1.9	General rate			0,530
1.10	Coal or cokes (non-petroleum cokes)*			0,438

*If this constitutes at least half of the weight of the cargo loaded onto or unloaded from the vessel.

Vessels using the lighterage facilities outside the locks without calling on Port of Amsterdam are required to pay a fee for the transshipment of cargo into and from sea-going vessels, as shown in the table below.

2022 RATES		RATE A		RATE B
Tariff code	Description	Per GT	Per GT	Per ton of cargo
1.11	General rate	1,042	0,329	0,530
1.12	Coal or cokes (excluding petroleum cokes)*	1,020	0,320	0,521

*If this constitutes at least half of the weight of the cargo loaded onto or unloaded from the vessel.

Green Award Discount

A 6% discount shall be applied to the amount calculated on the basis of the aforementioned stipulations of this group in the case of ships which have a Green Award, as referred to in Article 1 of the General Terms and Conditions of sea harbour, quay, buoy and dolphin dues Havenbedrijf Amsterdam N.V.

Environmental Ship Index & LNG

Seagoing vessels registered on the Environmental Ship Index are eligible for the ESI incentive scheme of Havenbedrijf Amsterdam N.V. The incentive-model is structured in the following way:

- The ship must have an ESI-score of 25 points and above: below 25 points no incentive will be applied.
- If the ESI-score is above or equal to 36 points, an extra bonus will be applied.
- The height of the incentive is depending on the gross tonnage (GT) of the vessel.
- The calculating formula of the height of the incentive is:
 - A: ESI-score \geq 25 points: score/100 multiplied by ‘GT class reward’.
 - B: ESI-score \geq 36 points: score/100 multiplied by ‘GT class reward’ and add ½ of ‘GT class reward’
 - C: ESI-score \geq 25 points + the use of Liquid Natural Gas (LNG) as fuel in main or auxiliary engines: calculation as A or B, and add 1 entire ‘GT class reward’*

GT-CLASS REWARD	AMOUNT
0 - 3000	€ 200
3001 – 10.000	€ 500
10,001 – 30,000	€ 900
30,001 – 50,000	€ 1,200
50,001 and up	€ 1,400

The incentive will be given to seagoing vessels under the following conditions:

- The incentive is given only once for each call, where call is defined as one single visit (time-period between entering and leaving) to the whole Amsterdam North Sea Canal area; and
- For seagoing tankers allowed to leave this area and return within 48-hours according to article 7.3 of the General Terms and Conditions of sea harbour, quay, buoy and dolphin dues Havenbedrijf Amsterdam N.V., this is also defined as one single visit; and
- During this call the vessel must visit a berth within the port of Amsterdam; and
- (One of) the purpose(s) of the visit at the berth(s) situated within the port of

* The LNG bonus will be applied at least until december 31st 2022

Amsterdam must be discharging, loading or for a cruise ship or yacht, a cruise visit; and

- The ESI-score to obtain the incentive is the ESI-score, published on the public part of the official ESI-website, valid at the time and date of arrival at the first berth situated within the municipality of Amsterdam; and
- The ESI reward shall automatically be included by Port of Amsterdam when processing the port dues declaration. The ESI reward will be calculated on the basis of the applicable quarterly ESI score. The ESI reward does not need to be applied for separately from the port dues declaration. A notification regarding the use of LNG is not needed to obtain the ESI reward.
- Incentives cannot be claimed retrospectively; and
- During the call in the Amsterdam North Sea Canal Area the ship is not banned from the official ESI-website due to the negative results of an eventual audit; and
- The incentive is maximized to the amount of the port dues invoice in case the incentive exceeds the port dues; and
- When referring to ‘incentive’ or ‘bonus’, this means a discount on port dues

The most up-to-date and valid Havenbedrijf Amsterdam N.V.ESI-Incentive Scheme can be found on the website: <https://www.portofamsterdam.com/en/shipping/seashipping/harbour-dues-and-tariffs> and is determined by the management of Port of Amsterdam. For more information about the ESI, you can reach the website at wpci.iaphworldports.org.

Emission at Berth Index

In 2022, every port call by a sea cruise ship that reports the data regarding each call within a week of departure - using the reporting format established by the harbour master - will qualify that ship for an incentive. The incentives for the calls, accompanied by a report from the ship in question, will be paid cumulatively in the first quarter of the next calendar year.

The report must include the data required for calculating the exact volume of emissions emitted by the ship when docked at the quay.

The data will also be used to calculate an EBI (Emission at Berth Index) score for the call based on a scale of 0 to 100 points.

The incentive per call is structured as follows:

Rapportage & score EBI < 25	€ 500
Rapportage & score EBI >=25, < 50	€ 1000
Rapportage & score EBI >=50, < 75	€ 1500
Rapportage & score EBI >=75, max 100	€ 2000

The EBI score structure is as follows:

EBI = Equipment (max. 30 points) + Energy Type (max. 30 points) + Energy Consumption/Efficiency (max. 30 points) + other (max. 10 points) Total score: max. 100 points.

Equipment: max. 30 points

- Tier II ship, concerns auxiliary engines: 5 points
- Tier III ship, auxiliary engines and in service as tier III, not as tier II: 30 points
- Presence and use of a particulate filter: 10 points

Energy Type: max. 30 points

- Use of Marine Diesel Oil (MDO) or Marine Gas Oil (MGO) (i.e. not in addition to Heavy Fuel Oil (HFO) with a scrubber): 10 points
- Use of ultra-low to zero-sulphur fuels (10 ppm or less): 15 points
- Use of Low-Carbon Fuels: 15 points

Low Carbon Fuels	Zero Carbon Fuels
Green Methanol	Electricity (Battery-pack)
3rd Generation Biodiesel	Solar
Bio LNG	Green Synthetic Fuels
Green Synthetic Fuels	Green Hydrogen

Energy Consumption/Efficiency (max. 30 points)

Actual number of kilograms of CO₂ emitted by the ship as compared to the CO₂ baseline for the relevant cruise ship category.

Calculated kg of CO₂ emissions during stay (fuel consumed x CO₂ fuel factor) (=A) versus kg of CO₂ baseline (passenger capacity * table factor * length of stay in hours) (=B); $30 * (1 - A/B) * \text{factor}$; factor = 1 when HFO or HFO blend with scrubber is used; factor = 2 when only MDO/MGO/Methanol/GTL/LNG/Biofuels are used.

Category	Kg CO ₂ /pass/hr	Category	Kg CO ₂ /pass/hr
Cruise<500	10,71	Cruise 3500	1,62
Cruise500	2,60	Cruise 4000	1,51
Cruise1000	2,87	Cruise 4500	1,47
Cruise1500	2,89	Cruise 5000	1,52
Cruise2000	2,32	Cruise 5500	1,49
Cruise2500	2,06	Cruise 6000	1,44
Cruise3000	1,84	Cruise 6500	1,49

Other (10 points)

- Participation in Environmental Ship Index (ESI) and ESI score > = 25 points: 5 points.
- Possession of a noise certificate, including the ship's noise profile, in accordance with the requirements of the Neptunes project, see <https://www.neptunes.pro/deliverables/>; 5 points.

Note: This cruise reporting incentive is a pilot project within the scope of a global initiative by the "International Ports and Harbors" organisation, and paves the way for the initiative. After 2022, the method used for calculating the EBI score can therefore be tailored to the standards developed in this project.

Agribulk frequency reduction

The following frequency reductions shall be applied to the general rate for seagoing vessels which make use of the port, and of which at least half of the cargo consists of agribulk:

NUMBER OF VISITS	DISCOUNT PERCENTAGE
6 to 11 times	10%
12 to 25 times	15%
26 times or more	20%

Special conditions:

- Reductions shall not be applied on a cumulative basis.
- The written request for a reduction, submitted in advance, must satisfy the following two conditions:
 - The seagoing vessels use the port under the responsibility of the same client.
 - Seagoing vessels must sail under the same shipowner, owner or entity to which they are provided for use or a combination of these parties on a frequent basis.

Coal and cokes frequency reduction

The following frequency reductions shall apply to the rate for coal and cokes for seagoing vessels with outgoing cargo of coal or cokes in short sea shipping:

NUMBER OF VISITS	DISCOUNT PERCENTAGE
25 to 51 times	20%
52 to 103 times	30%
104 to 207 times	40%
208 times or more	50%

Special conditions:

- Reductions shall not be applied on a cumulative basis.
- The written request for a reduction, submitted in advance, must satisfy the following four conditions:
 - The seagoing vessels use the port under the responsibility of the same client.
 - Seagoing vessels must sail under the same shipowner, owner or entity to which they are provided for use, or a combination of these parties, on a frequent basis.
 - Vessels load and/or unload the same type of cargo.
 - Vessels have the same destination country or countries within Europe.

II. Seagoing vessels, sailing in scheduled service

For the use of the port and the use of services for a maximum of one month, rate A shall apply, unless – if cargo is involved – using the combined rate B results in a lower sum, in which case this lower sum shall be payable:

2022 RATES		RATE A		RATE B
Rate code	Description	Per GT	Per GT	Per ton of cargo
2.1	Short sea general rate	0,431	0,211	0,369
2.2	Short sea container rate	0,254	0,132	0,369
2.3	Short sea roll-on/roll-off rate	0,340	0,132	0,269
2.4	Deep Sea con/ro rate	0,638	0,329	0,513
2.5	Deep sea container rate	0,306	0,194	0,337
2.6.a	Deep Sea roll-on/roll-off rate	0,321	0,156	0,327
2.6.b*	Deep Sea con/ro rate	0,181	0,088	0,185

*Valid through December 31st 2022

Special conditions:

- If upon entry, part of the useful shipping space cannot be used due to the draught limit of the seaway leading to it, harbour charges can only be levied on a maximum tonnage of 50,000 GT, with the exception of roll-on/-roll-off vessels.
- If at least half of the weight of the cargo loaded onto or unloaded from a seagoing vessel, excluding container ships, consists of containers, the vessel shall be subject to rates 2.2, 2.5 or 2.8 depending on the category in question.

The following rates shall apply to vessels with a second call in the port of Amsterdam that satisfy the conditions of Article 1 of the General Terms and Conditions of sea harbour, quay, buoy and dolphin dues:

2022 RATES		RATE A		RATE B
Rate code	Description	Per GT	Per GT	Per ton of cargo
2.7	Deep sea general rate	0,477	0,172	0,513
2.8	Deep sea container rate	0,226	0,117	0,337
2.9.a	Deep Sea roll-on/roll-off rate	0,243	0,080	0,327
2.9.b	Deep Sea con/ro rate	0,137	0,046	0,185

*Valid through December 31st 2022

Frequency reductions

Reductions for seagoing vessels making use of the harbour shall be applied as follows to the rates included in codes 2.1 up to and including 2.9:

NUMBER OF TIMES PER YEAR	DISCOUNT PERCENTAGE
From 6 times per year	10%
From 13 times per year	15%
From 26 times per year	20%
From 52 times per year	25%
From 104 times per year	30%
From 156 times per year	35%
From 208 times per year	40%
From 260 times per year	45%

Special conditions:

- When calculating the aforementioned discount percentage, the visits made by a replacement vessel previously registered with Havenbedrijf Amsterdam N.V. shall also be taken into consideration when calculating the number of visits.
- Reductions shall not be applied on a cumulative basis.
- The same frequency reduction shall apply to all seagoing vessels in the same scheduled service.

III. Miscellaneous rates

The following rates shall apply to the use of the port and the use of related services for a maximum of one month:

RATE CODE	DESCRIPTION	2022 RATES PER GT
3.1A	When no cargo is loaded or unloaded and the continuous stay in the port is shorter than or equal to 60 days. Including working vessels and Pontoon & Tugs	0,339
3.1B	When no cargo is loaded or unloaded, and the continuous stay in the port is longer than 60 days. Including working vessels and Pontoon & Tugs	1,042

Special conditions:

- The conditions as referred to in Articles 7.5 and 7.6 of the General Terms and Conditions of sea harbour, quay, buoy and dolphin dues shall apply.

The following rate shall apply to the use of the port and the use of services:

RATE CODE	DESCRIPTION	2022 RATES PER GT
3.2	<ul style="list-style-type: none">– When no cargo is loaded or unloaded– Tugs, which are not towing– Excluded cruiseships, yachts and pontoons And the continuous stay in port is no longer than 48 hours	0,129

Rates for quay dues, buoy dues and dolphin dues.

Quay dues, buoy dues and dolphin dues are payable to Havenbedrijf Amsterdam N.V. for the use of public quays, buoys and dolphins. The rates shall apply to the quays, buoys and dolphins as published on the website of Havenbedrijf Amsterdam N.V. <https://www.portofamsterdam.com/en/shipping/seashipping/make-public-berth-reservation>. This overview will be determined by the Harbour Master.

For the use of a quay, metre LOA (length overall):

RATE CODE	DESCRIPTION	2022 RATE
4.1	Per period of 24 hours	3,51

For the use of a quay by a seagoing ship waiting to load or unload in the Port of Amsterdam, the first 72 hours immediately after arrival in the Port are free of charge.

For the use of a buoy, per buoy:

RATE CODE	DESCRIPTION	2022 RATE
5.1	Per period of 24 hours	563,73

For the use of a buoy by a seagoing ship waiting to load or unload in the Port of Amsterdam, the first 72 hours immediately after arrival in the Port are free of charge.

For the use of a bollard berth, per berth:

RATE CODE	DESCRIPTION	2022 RATE
6.1	Per period of 24 hours	1116,28

For the use of a bollard berth by a seagoing ship waiting to load or unload in the Port of Amsterdam, the first 72 hours immediately after arrival in the Port are free of charge.

Havenbedrijf Amsterdam N.V.

De Ruijterkade 7

1013 AA Amsterdam

Tel: +31 20 5234 500

Website: www.portofamsterdam.nl

E-mail: info@portofamsterdam.nl